

## AGREEMENT

Related to an Application for Hotel/Restaurant and Dance Cabaret Licenses for the premises located at 3015 E. Colfax Ave

Whereas Hotel Restaurant, LLC (the Owner), currently owns the premises known as the All Inn Motel located at 3015 East Colfax Ave, and

Whereas the Owner has applied to the Denver Department of Excise and License for a Hotel/Restaurant Liquor License and a Dance Cabaret License to be used in the operation of the restaurant located within the premises (the Restaurant) and

Whereas the commercial motel portion of the premises will continue to be operated and managed by Mr. Jong Kim under a lease agreement with the Owner, which motel, in the past, has been cited for numerous violations under the Denver Nuisance Abatement Ordinance, and

Whereas South City Park Neighborhood Association and Congress Park Neighbors, Inc., (the Neighbors) wish to insure that the issuance of these licenses will not adversely affect the health, welfare or morals of the South City Park and Congress Park neighborhoods, and

Whereas the Owner seeks the support of the Neighbors for these applications at a public hearing scheduled on the matter for 6 pm, May 18<sup>th</sup>, at the Department of Excise and License,

THEREFORE, it is agreed by the Owner and the Neighbors that:

The Neighbors will appear at the aforesaid public hearing and support the issuance of these licenses, both in written and oral testimony, and in return for the Neighbors' support for these licenses, the Owner and the Neighbors further agree:

1. The Neighbors' support is expressly conditioned upon the Owner's stated intent that the Restaurant will offer full food and beverage service to patrons, along with entertainment.
2. The Owner's Dance Cabaret License application specifies a dance floor area not to exceed 338 sf and a DJ booth not to exceed 54 sf, and a maximum capacity of 243 persons and the Neighbors' support for this License is expressly conditioned upon these size limits of the dance/entertainment area relative to the overall size of the Restaurant, and upon the patron capacity limit.
3. The owner agrees to provide security personnel on the premises whenever the Restaurant is open for business, as part of his best efforts to insure that the issuance of these Licenses does not adversely affect the safety, welfare or morals of the adjacent South City Park and Congress Park Neighborhoods.


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4. The Proximity of the Restaurant to the commercial motel operation shall be considered by the Owner when determining the number and placement of these security personnel on the premises. However, the Owner will station a minimum of one security person within the premises' parking lot between the hours of 9 pm and until 30 minutes after closing, whenever the Restaurant is open for business.
5. Only the one, existing Restaurant entrance located on East Colfax Ave, will be used for entry and egress of patrons, except for emergency exits. All other doors and windows will remain closed and locked while the Restaurant is open for business, subject to Fire Department and other City safety regulations.
6. The Owner agrees to certain terms which are part of a separate agreement document between the Owner and the Neighborhood, dated April 24<sup>th</sup>, 2005 and submitted to the Denver Board of Adjustments related to patron parking and a Zoning Appeal heard by the Board of Adjustments on April 25, 2006. These terms are attached hereto and made a part of this Agreement. [See Attached Parking Document]
7. In the event that the owner a.) transfers ownership of all or any portion of the premises or the Restaurant or b) transfers the Liquor or Dance Cabaret license or licenses to another party or c) makes application to Excise and License for a modification of premises for the Restaurant, then, in that case, the Owner shall give written notice twenty (20) days in advance of such actions to the Neighbors, at the business address noted below, or at such other address of which the Neighbors may notify the Owner in writing.
8. The Neighbors agree to withdraw their request that the terms in this Agreement be submitted to Excise and License as "Special Conditions" in the issuance of the Dance Cabaret License and in lieu of that, the Owner agrees that in the event of a sale of the premises, or any part thereof, the prospective purchaser 1) will be given a copy of this Agreement in advance, and 2) will be advised that this Agreement is intended to bind such purchaser and that purchaser's acceptance of the terms of this Agreement shall be a condition of that sale.
9. All disputes between the parties not resolved by further agreement or through mediation shall be finally and conclusively resolved through arbitration with an agreed-upon or generally accepted arbitration service, such as the American Arbitration Association, instead of through trial before a court. All arbitrator's fees and related costs of such proceedings shall be shared equally between the Neighbors and Owner, except that the arbitrator in his or her sole discretion may allow the prevailing party to recover all or part of its share of the costs from the other party.

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## PARKING DOCUMENT

The following is a taken from a prior agreement between Morreale Hotels, LLC, Jesse Morreale Owner, and South City Park Neighborhood Association, dated April 24, 2006, which was made a condition of action taken by the Denver Board of Adjustment on a Zoning Appeal matter related to the All Inn Motel on April 25, 2006. This PARKING DOCUMENT is referenced in Item # ~~5~~ <sup>6</sup> of the attached AGREEMENT dated May 18, 2006  2006 between Hotel Restaurant, LLC, Jesse Morreale, Owner and South City Park Neighborhood Association, James Slotta, President, RE: Application for Hotel/Restaurant and Dance Cabaret Licenses for the premises located at 3015 East Colfax Ave, and is a made a part thereof. Note: This Parking Agreement is hereby made an agreement between both South City Park Neighborhood Association and Congress Park Neighbors, Inc.

The Owner agrees to use his best efforts to keep any patrons and employees of the All Inn Motel, or the Restaurant or any business or enterprise operating therein, from parking on adjacent residential streets. The Owner's best efforts shall include, but not be limited to, the following: a.) Retain the right to cancel any parking agreements with other businesses in order to make these parking spaces available for the Restaurant and motel patrons' use, free of charge, at any time his own parking needs cannot be fully met and, b.) Use his best efforts to secure additional available parking from surrounding businesses, if needed and, c. To fully support any future application by residents to Denver Parking Management for permitted resident-only parking zones on certain adjacent residential streets should the residents deem this necessary to retain adequate on-street parking and, d. Further discourage patron parking on residential streets by means of signage and advertising.

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Hotel Restaurant, LLC

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Jesse Morreale, Owner

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South City Park Neighborhood Association

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James Slotta, President

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Congress Park Neighbors, Inc

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Kathleen Hynes, Presidnet