

## AGREEMENT

This agreement is entered into as of the 16 day of May, 2007, between Congress Park Neighbors, Inc (CPN), a Registered Neighborhood Organization, and Senger's on the Fax (hereinafter referred to as Applicant). In addition, Capitol Hill United Neighborhoods, Inc., a Registered Neighborhood Organization, South City Park Neighborhood Association, a Registered Neighborhood Organization, and Blarney Castle Partnership (hereinafter referred to as Landlord), may also enter into this Agreement at their option on or before May 31<sup>st</sup>, 2007, or upon the mutual agreement of CPN and Applicant thereafter. Registered Neighborhood Organizations party to this Agreement are hereinafter referred to as Community.

WHEREAS, Applicant has applied for a modification of its patio tavern liquor licensed establishment at 3014 East Colfax Avenue, Denver, CO from the Denver Department of Excise and Licenses, City and County of Denver, Colorado to enable the addition of an outdoor patio to the south of the building at 3014 East Colfax Avenue; and

WHEREAS, Community is and has been engaged in efforts to protect and improve the safety and quality of life in the neighborhoods surrounding 3014 East Colfax Avenue and all parties want to continue to protect and improve the safety and quality of life of the surrounding area; therefore, in consideration of the mutual promises and covenants herein contained, the parties agree as follows:

*A. All provisions of this Agreement referring to "patio" shall mean both south and north patios as may be applicable.*

1. Community agrees not to oppose Applicant's application for a modification of its premises and will inform the Denver Department of Excise and Licenses in writing that it does not oppose the modification of premises, subject to the agreements herein.
2. Applicant will make its best efforts to comply with the Colorado liquor code including to make all efforts to refuse sale of any alcohol beverage to any visibly intoxicated person or to any minor. Additionally, Applicant will make best efforts to ensure that any employees of Applicant who may serve alcohol beverages will attend a training seminar which teaches the Colorado Rules and Regulations governing liquor sales.
3. Applicant shall use its best efforts to have an employee sweep litter and trash from the sidewalks immediately outside its premises at least once per day.
4. Applicant shall use its best efforts to maintain order among guests and to prevent noise, loitering and panhandling outside of the premises.
5. Applicant agrees that it will close the outdoor patio no later than 10:00 p.m. on Sundays through Thursdays and no later than midnight on Friday and Saturday nights, i.e. all music will cease to play and all food and beverage service will end at the times specified therein. Patrons will still be permitted to use the outdoor patio to socialize, smoke, or consume food and beverages.
6. Applicant agrees that it will not provide any live music or entertainment on the outdoor patio and, in addition, Applicant will keep the sound level of any recorded music, whether from inside the building or from the patio, to be kept low, so that nearby

residents are not disturbed by any music from the establishment. *Should three non-frivolous neighborhood complaints regarding outdoor music volume be made to Congress Park Neighbors, Inc., within any three (3) month period (each having been transmitted to Applicant within one week after receiving such); and Applicant has not cured such non-frivolous complaint; then the matter shall be referred to the Denver Department of Excise and Licenses or to an arbitrator selected by the American Arbitration Association for a final decision upon whether these complaints are, in fact, non-frivolous. If determined to be non-frivolous then Applicant shall cease operation of all exterior music for a period of one (1) month. Costs of the arbitration, if any, will be borne by the failing party.*

7. Applicant will provide outdoor lighting for the outdoor patio and the adjacent parking lot; however, the lighting will be designed so that it does not cast light into nearby residences so as to disturb the residents.

8. Applicant agrees to install and monitor and keep operational at least one security camera to provide surveillance of the outdoor patio area.

9. Applicant agrees that there will be no access allowed for customers to enter the outdoor patio from the parking lot or any other outside access point. In order to enter or exit the outdoor patio, customers or others must pass through the front door at 3014 East Colfax Avenue.

10. If requested by any party, the parties agree to meet every three months at a mutually agreed time and place to discuss any concerns or problems relating to Applicant's establishment or other neighborhood problems.

11. Should any party to this Agreement, by a vote of the majority of the members in attendance at a meeting properly organized by the by-laws of that group, find that any terms of this agreement are being violated and have not been informally resolved through an informal meeting discussed in the preceding paragraph, that party will immediately notify the offending party in writing of the existing or potential problem. If the offending party has not taken reasonable measures to cure or provide explanation of the alleged breach within 15 days of receipt of such notification, the matter shall be referred to mediation through the Denver Department of Excise and Licenses or to binding arbitration with an arbitrator selected by the American Arbitration Association. Costs, if any, will be borne by the failing party.

12. In the event that any party to the agreement fails to comply with the decision of an arbitrator, the decision of the arbitrator may be enforced through an action for specific performance or other injunctive relief brought by any party to the agreement in an appropriate county or district court in and for the City and County of Denver, State of Colorado.

13. This agreement shall be binding upon any transferees of the Applicant and the Landlord.

14. If, for any reason, Landlord comes into control of the tavern liquor license, Landlord agrees to be bound by all of the provisions of this agreement applying to the operation of the establishment at 3014 East Colfax Avenue.

15. If either Applicant or Landlord lease or sublease the property and a tavern liquor license is involved, Applicant or Landlord agree to incorporate the terms of this agreement into that lease or sublease.

Counterparts. This Agreement may be executed in any number of counterparts and by facsimile and when so executed and delivered shall have the same force and effect as though all signatures appeared on one document.

CONGRESS PARK NEIGHBORS, INC.

By: Brent Hladky BRENT HLADKY  
Title: PRESIDENT 16 MAY.07

SENGERS ON THE FAX

By: David Senger  
Title: PRESIDENT MAY 16<sup>th</sup> 2007

CAPITOL HILL UNITED NEIGHBORHOODS, INC.

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

SOUTH CITY PARK NEIGHBORHOOD ASSOCIATION

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

BLARNEY CASTLE PARTNERSHIP

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

CAPITOL HILL UNITED NEIGHBORHOODS, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

SOUTH CITY PARK NEIGHBORHOOD ASSOCIATION, INC.

By: James G. Slotta