

**GOOD NEIGHBOR AGREEMENT FOR THE 420 DENVER INC
LOCATED AT 420 E. 11TH AVE., SUITE 420 DENVER, COLORADO 80203**

This Agreement is entered into this 20th day of February 2022 between **Capitol Hill United Neighborhoods, Inc.** (“CHUN”), a Colorado nonprofit corporation and Denver registered neighborhood organization, and **The 420 Denver, Inc** (“Operator”), a Colorado corporation, collectively herein referred to as the “Parties.”

I. RECITALS

WHEREAS, Operator is a new business and is an applicant under the cannabis hospitality licensing process of the City and County of Denver.

WHEREAS, Applicant has been found suitable by the State of Colorado Marijuana Enforcement Division.

WHEREAS, Operator intends to function as a private cannabis lounge on the first floor of the carriage house of Denver’s Patterson Inn property located at 420 E. 11th Avenue in Denver, Colorado (the “Premises”).

WHEREAS, CHUN is a Denver registered neighborhood organization and its mission is *Preserving the Past, Improving the Present, and Planning for the Future* of Greater Capitol Hill through historic preservation, supporting affordable housing and addressing homelessness, promoting smart land use and zoning, advancing public safety, and encouraging neighborhood enhancements through volunteerism and community engagement.

WHEREAS, to further its mission, CHUN is actively engaged in efforts to protect and improve safety and quality of life in the neighborhood surrounding 420 East 11th Avenue, Suite 420, Denver including the Property’s ongoing uses and operations.

WHEREAS, The Parties are collectively committed to protecting and improving the peace, safety, health, welfare and quality of life of the neighborhood and to be good neighbors.

II. AGREEMENT

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. Operator agrees to comply with all Colorado Marijuana Enforcement Division regulations pertaining to the sale, use, and consumption of marijuana on the Premises as directed by the laws of the State of Colorado.
2. Operator agrees to further abide by all ordinances and regulations pertaining to the sale, use, and consumption on the Premises as determined by the City and County of Denver.
3. Operator agrees to provide CHUN with the names, telephone numbers, and email addresses of the owners, managers, and operators of the business so that contact may be made by CHUN if necessary.

4. Operator will ensure a prompt response to any concerns or complaints from the Councilperson of the Denver City Council District in which the business operates and to address any community concerns. CHUN may request notice of any meetings called by the Councilperson so that representatives of CHUN may attend such meetings.
5. Operator will conduct its business affairs and operations in a good, neighborly fashion and will maintain the Premises in a clean and orderly manner. Operators will regularly monitor the grounds surrounding the premises to remove unwanted trespassers and to address other concerns (e.g., litter, loitering, etc.) in a timely manner.
6. Operator agrees that it will not dispose of any of its products, including but not limited to edibles, pipes, or equipment, in bins which are accessible to passersby, or which can be accessed by those who are not patronizing the business or its affiliated businesses. Operator agrees to dispose of marijuana products or equipment, including those brought to the site by guests, in a secure fashion. Disposal shall occur in locked containers inaccessible to the public.
7. Operator acknowledges that its location is adjacent to and surrounded by residential apartments, condominium buildings, commercial establishments, etc. In recognition of these conditions, Operator agrees to post the appropriate signage as determined by the City and County of Denver, State of Colorado, or any other regulatory agency.
8. Operator shall notify law enforcement when its staff suspects that criminal or public nuisance acts are occurring or about to occur on the Premises. Persons committing these acts shall be removed and barred from the Premises up to and including potential revocation of membership.
9. Operator agrees that it will use its best effort, including training staff and encouraging patrons, to minimize noise and disturbances to neighboring residents, removing trespassers and cleaning up litter on grounds and adjacent areas.
10. Operator agrees that all activities related to the operation of this cannabis hospitality business will be contained to the lounge area only. Operator agrees that no consumption of cannabis will be allowed on the patio of the property and that all consumption of cannabis by guests of the lounge will be contained to the inside space only, which is defined as the 1200 square foot first floor unit in the property's carriage house.
11. Operator will limit access to the lounge to registered guests of the adjacent bed and breakfast (The Patterson Inn) and their guests, as well as annual members of the business and their guests. The lounge will operate on a reservation only model, to limit and minimize the impact of foot traffic in the surrounding neighborhood. The maximum capacity of guests in the lounge is 42 and will be enforced by on-site management and appropriate fire code.
12. Operator agrees that no consumption of cannabis will be allowed in the lounge area between the hours of 11:59 pm and 8:00 am, except for an occasional special holiday up to four times per year (such as New Year's Eve).
13. Operator and the Property are firmly committed to environmental sustainability and the mitigation of odors associated with consumption, including committing to a carbon filtration system that meets requirements of Denver's Odor Control Program. Applicant further agrees to provide a copy of the odor mitigation plan filed with the City with CHUN, and to be responsive in a timely fashion to any neighborhood complaints.

14. Applicant will engage with CHUN, and surrounding neighbors, for any new or additional licenses on the property.
15. CHUN agrees to notify Operator of any complaints in writing regarding the operations of the Premises, prior to making any formal complaints to the City and County of Denver Department of Excise and License or any other agencies of the State of Colorado or City and County of Denver.
16. After written notice, CHUN further agrees to allow at least 10 working days to correct and mediate any complaints. Notwithstanding the foregoing, CHUN may report any emergencies or potentially irreversible threats to the well-being, peace, and safety of the immediate areas.
17. CHUN, whose neighborhood boundaries include the Premises has authorized and approved the terms of the Agreement pursuant to their organizational policies and procedures.

EXECUTED AND EFFECTIVE as of the date first set forth below.

THE 420 DENVER INC

A Colorado for profit corporation

By: Chris Chiarri

Dated: 2/20/2022

Its: Founder / Manager

Signature: 

CAPITOL HILL UNITED NEIGHBORHOODS, INC.

A Colorado 501(c)(3) nonprofit corporation and Denver registered neighborhood organization

By: TRAVIS LEIKER

Dated: 2.20.2022

Its: PRESIDENT AND EXECUTIVE DIRECTOR

Signature: 