

**GOOD NEIGHBOR AGREEMENT FOR THE PATTERSON INN  
LOCATED AT 420 E. 11th AVE., DENVER, COLORADO 80203**

This Good Neighbor Agreement is entered into this 18<sup>th</sup> day of December 2020 between **Capitol Hill United Neighborhoods, Inc.** ("CHUN"), a Colorado nonprofit corporation and Denver registered neighborhood organization, and **Patterson Inn, LLC**, dba Patterson Inn ("Applicant"), a Colorado limited liability company, collectively herein referred to as the "Parties".

**I. RECITALS**

**WHEREAS**, Applicant currently has tavern and liquor, lodging, restaurant, and standard cabaret licenses for 420 East 11th Avenue, Denver, Colorado (hereafter "the Property"), from the Denver Department of Excise and Licenses that is currently covered by a Good Neighbor Agreement with CHUN, et al, and the Property is currently zoned G-MU-5, UO3.

**WHEREAS**, Applicant intends to update the use of current licenses and rezone the Property to G-MX-3, following the execution of this Good Neighbor Agreement.

**WHEREAS**, CHUN's 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 the safety and quality of life in the neighborhood surrounding 420 East 11th Avenue, Denver including the Property's ongoing uses and operations.

**WHEREAS**, The Parties want to continue to protect and improve the peace, safety, health, welfare, and quality of life of the neighborhood and to be good neighbors.

**II. AGREEMENT**

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

1. CHUN agrees that this Good Neighbor Agreement amends, revises, and replaces any previous agreements pertaining to the Property.
2. CHUN agrees to support the Applicant in making changes to the current zoning of the property and uses of the licenses active on the property, including tavern and liquor, restaurant, lodging, and standard cabaret licenses. This support may include, but is not limited to, submitting a letter of support and having at least one member of CHUN speak in favor of rezoning and licenses at any hearings.
3. Applicant agrees that it will not serve or sell alcoholic beverages to any persons on the outside patio between the hours of 10:00 pm and 9:00 am or inside the premises of the Property between the hours of 1:00 am and 8:00 am after, except for an occasional special holiday such as New Year's Eve.
4. Applicant agrees that it will not provide any music or other entertainment on the outside of the Property between the hours of 10:00 pm and 10:00 am.

5. Applicant agrees that it will abide by all the state laws, local ordinances, and regulations pertaining to liquor and cabaret licenses.
6. Applicant agrees that it will use its best efforts, including training staff and encouraging patrons, to minimize noise and disturbances to neighboring residents.
7. Applicant will have three (3) on-site parking spots and at least five (5) offsite parking spots for lodging guests, and for events with anticipated attendance greater than thirty-five (35) people, Applicant will provide appropriate parking alternatives to attendees, including but not necessarily limited to valet parking or offsite parking.
8. Applicant and the Property are firmly committed to environmental sustainability and will provide opportunities for multimodal transit options such as a bike rack.
9. Applicant and the Property agree to make the space available to nonprofits at least four (4) times per calendar at a reduced rate or free of charge.
10. Applicant will engage with CHUN, and surrounding neighbors, for any new or additional licenses on the property.
11. Applicant agrees to maintain ongoing communication with CHUN and immediate neighbors if any problems arise.
12. Both parties request the Denver Department of Excise and Licenses to attach paragraphs 3 and 4 above as conditions upon all tavern, liquor, and standard cabaret licenses issued to Applicant for the Property.

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

**PATTERSON INN, LLC**

A Colorado Limited Liability Company

By: Chris Chiani

Dated: 12/19/2020

Its: Owner, Patterson Inn

Signature: [Signature]

**CAPITOL HILL UNITED NEIGHBORHOODS, INC.**

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

By: TRAVIS LEIKER

Dated: 12.19.2020

Its: PRESIDENT, BOARD OF DIRECTORS

Signature: [Signature]



## GOOD NEIGHBOR AGREEMENT



This Good Neighbor Agreement is entered into as of this 17 day of July, 2012 between Capitol Hill United Neighborhoods, Inc., and The Unsinkables (collectively referred to as Neighborhood Organizations) and CPC Mansion, LLC dba The Patterson, to be referred to as Applicant.

WHEREAS, Applicant has applied for a new tavern liquor license and standard cabaret license for 420 East 11<sup>th</sup> Avenue, Denver, Colorado from the Denver Department of Excise and Licenses and there will be a public hearing on said application on July 18, 2012.

WHEREAS, Neighborhood Organizations are registered neighborhood organizations in the City and County of Denver and are and have been engaged in efforts to protect and improve the safety and quality of life in the neighborhood surrounding 420 East 11<sup>th</sup> Avenue and all parties want to continue to protect and improve the peace, safety and quality of life of the neighborhood and to be good neighbors.

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

- 1) Neighborhood Organizations agree to support Applicant's applications for a tavern liquor license and a standard cabaret license. This support includes, but is not limited to, submitting a letter of support and having at least one member of Neighborhood Organizations speak in favor of the licenses at the hearing.
- 2) Applicant agrees not to serve or sell alcohol beverages to any persons who are not guests of the bed and breakfast operated by Applicant.
- 3) Applicant agrees that it will not serve or sell alcoholic beverages to persons after 10:00pm on the outside patio or after 1:00am inside the premises of 420 East 11<sup>th</sup> Avenue except for special holidays such as New Year's Eve.
- 4) Applicant agrees that it will not provide any music or other entertainment outside of the bed and breakfast structure after 10:00pm.
- 5) Applicant agrees that it will abide by all of the state laws, local ordinances and regulations pertaining to liquor and cabaret licenses.
- 6) Applicant agrees that it will use its best efforts, including training staff and encouraging patrons, to minimize noise and disturbance to neighboring residents.
- 7) Applicant agrees to maintain communications with Neighborhood Organizations and immediate neighbors if any problems arise.
- 8) Both parties request the Denver Department of Excise and Licenses to attach paragraphs 2, 3 and 4 above as conditions upon any tavern liquor license or standard cabaret license to be issued to Applicant for 420 East 11<sup>th</sup> Avenue.

CPC Mansion, LLC dba The Patterson

By: [Signature]

Title: Manager

Date: 7/17/2012

Capital Hill United Neighborhoods, Inc.

By: [Signature]Title: EXECUTIVE DIRECTORDate: 7/17/12

The Unincorporated, Inc.

By: [Signature]Title: VICE PRES.Date: 7/17/12

VOIDED BY  
ACTION OF THE  
CHUN BOARD ON  
12.17.2020