

GOOD NEIGHBOR AGREEMENT
CAPITOL HILL UNITED NEIGHBORHOODS
AND
1225 LOGAN STREET, LLC dba BAR NUN DENVER
LOCATED AT 1225 LOGAN STREET, DENVER, COLORADO

THIS GOOD NEIGHBORHOOD AGREEMENT is entered into by and between the Capitol Hill United Neighborhoods (CHUN), a registered neighborhood association in the City and County of Denver, and 1225 Logan Street, LLC, doing business as Bar Nun Denver (Bar Nun), a business in the City and County of Denver, regarding the operation and management of Bar Nun, a neighborhood restaurant and bar located at 1225 Logan Street, Denver, CO (Property). Bar Nun and CHUN are collectively referred to as the “Parties”.

RECITALS

WHEREAS, Capitol Hill United Neighborhoods is a Colorado nonprofit corporation and a registered neighborhood organization in Denver, Colorado, whose neighborhood organization boundaries include the Bar Nun at 1225 Logan Street.

WHEREAS, CHUN is engaged in efforts to connect with the community and improve the quality of life in the neighborhood surrounding 1225 Logan Street.

WHEREAS, Bar Nun is a restaurant and has an existing Tavern Liquor License at 1225 Logan Street, Denver, CO.

WHEREAS, this Good Neighbor Agreement is intended to be in place for as long as the current management operates Bar Nun, and will travel with the property and liquor license to any future owners or managers.

WHEREAS, Both Bar Nun and CHUN are committed to maintaining the quality of life in the neighborhood for the benefit of neighbors as well as the customers and employees of Bar Nun.

WHEREAS, CHUN has demonstrated its ability to serve as a responsible party when engaging in Good Neighbor Agreements with neighborhood businesses, especially those businesses which require a Liquor License or Cabaret License from the Denver Department of Excise and Licenses.

WHEREAS, CHUN will ensure that close-by neighbors, impacted by the business practices of Bar Nun are involved and a part of all discussions regarding the Good Neighbor Agreement, and that their issues, concerns or complaints are addressed in a timely manner.

NOW THEREFORE,

In consideration of the mutual agreements and promises contained herein, the Parties agree to the following:

1. Applicable Laws. Bar Nun agrees:
 - a. To open its facility no earlier and close no later than the hours allowed by City and County of Denver.

- b. To abide by all laws and regulations pertaining to the sale and consumption of alcohol on the Property and to abide by all laws and regulations adopted by the City and County of Denver, Excise and Licenses and Zoning Departments relating to alcohol and a Tavern Liquor License for the Property, including refusal to sell alcoholic beverages to any visibly intoxicated person or to any minor.
 - c. To abide by all City and County of Denver ordinances and laws of the State of Colorado, including but not limited to, the provisions of Denver’s Revised Municipal Code and Noise Control regarding legal decibel limits.

- 2. Sale or Transfer. If Bar Nun determines that they will no longer be occupying the space or if they are transferring the Tavern Liquor License to a different entity, Bar Nun will give CHUN a sixty (60) notice and provide notice to the proposed transferee or owner of the existence of the Good Neighbor Agreement with CHUN that travels with the License and Property. Bar Nun will also notify any future transferee or owner of the requirement to communicate with the president of CHUN prior to any transfer of the license and reaffirm their agreement to a mutually acceptable Good Neighbor Agreement.

- 3. Patrons. Bar Nun agrees to adopt and implement policies and practices to remind its patrons of the importance and necessity of being respectful of all adjacent residential neighbors. Including, but not limited to:
 - a. Making a best effort to maintain order among customers, and to prevent noise, littering, and loitering outside of the premises, during operating and after Bar Nun closes.
 - b. Posting signs throughout the building, patio and parking lot requesting patrons and employees be considerate of surrounding neighbors with respect to noise, smoking, trash, and other general behavior.
 - c. Provide identified smoking areas that are not within 25 feet of any residences.
 - d. Posting on Bar Nun’s website requesting their patrons be considerate when leaving the neighborhood and to do so in a peaceful and quiet manner.
 - e. Making best effort to limit the noise from motorcycles and their owners as they arrive and leave Bar Nun.
 - f. Ensuring that there is no gathering on or within fifteen (15) feet of the entrance to Bar Nun’s restaurant after closing time.

- 4. Patio Use. Bar Nun agrees to pay close attention to the patio and to ensure sound from the patio does not exceed the City’s limits for decibels. The operating hours for the enclosed patio area:
 - a. Weekdays (Sunday-Thursday), patio will be closed by 10:00pm.
 - b. Weekends (Friday-Saturday), patio will be closed by midnight.

- 5. Garbage and Trash. Bar Nun agrees:
 - a. To provide receptacles for collection of trash and cigarettes at the entrance/exit points of their building.
 - b. To pick up any trash around the premises of their building no later than noon, and on a daily basis.
 - c. Not to empty glass, metal or other trash and garbage that may make significant noise when dumped into a dumpster any later than 10:00pm or earlier than 7:00am.
 - d. Not to service the grease trap after 10:00pm or earlier than 7:00am.
 - e. If other than City trash pick-up, to schedule commercial dumpster and trash pickup from the premises between 7:00am and 10:00pm.

6. Complaints, Issues or Concerns.

- a. If neighbors have a complaint regarding any of the items above, they will contact the general manager, currently Butch Buckley at 303-667-7616, as close to the incident as possible with their concerns or complaints, prior to contacting CHUN or the City. Mr. Buckley or the current general manager will respond within one business day with either a solution, an explanation and timeline for when the issue or concern will be resolved.
- b. Should the neighbors believe they are not getting the appropriate response, their next step is to contact CHUN, who will then proceed through the process outlined.
- c. CHUN agrees to promptly report any noise, disturbance or problems encountered and reported to them by residents regarding Bar Nun to Bar Nun's general manager. Both CHUN and Bar Nun agree to make a good faith to meet within seven (7) days of the complaint to resolve issues that may arise because of the complaint.
- d. Should either Bar Nun or CHUN believe the other party is in default or violation of this Agreement, the party not in breach shall notify the other in writing of the alleged event constituting breach of this Agreement. Upon receipt of such notice, the receiving party shall have fifteen (15) business days within which to affect a cure of the alleged breach; or such longer time as may be reasonably required and agreed upon by both parties to resolve the complaint.
- e. If the Parties are not able to resolve the situation within the allotted time, they will ask the District Councilperson to refer them to mediation through the City and County of Denver and request all Parties participate in mediation in good faith to find a solution.
- f. CHUN and the neighbors agree not to file any formal complaints regarding violations of this Agreement to the Department of Excise and Licenses or other agencies of the City and County of Denver until after both the neighbors and CHUN have contacted the general manager of Bar Nun and given them the agreed upon time to respond and remedy the issue or concern.

With two exceptions -

- i. In the case of emergencies or threats to the well-being, peace, safety, and welfare of the neighborhood.
- ii. When repeated attempts to follow the outlined complaint communication process with Bar Nun have resulted in a lack of responsiveness, action or success on the part of Bar Nun to resolve the complaint.

7. Miscellaneous.

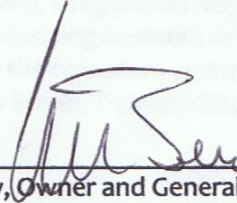
- a. This Agreement is the entire agreement between the parties. This Agreement may be executed in separate counterparts (or upon separate signature pages bound together into one or more counterparts), each of which, when so executed and delivered, shall be an original but all such counterparts shall together, constitute one and the same instrument. Facsimile or electronic signature pages shall be treated as originals for all purposes.
- b. No provision of this Agreement may be released, discharged, abandoned, supplemented, amended, changed, or modified in any manner, orally or otherwise, without the written consent of the Parties. Nor shall any waiver of any of the provisions be valid or enforceable unless in writing and signed by a duly authorized officer or representatives of each of the Parties.

8. Point of Contact. Bar Nun, CHUN and immediate neighbors agree to provide each other with the designated point of contact's email and phone number, and to respond to any calls or emails within two business days. They will advise each other of any changes in the names or telephone number within two days of these changes being made.

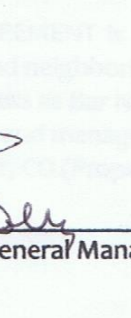
9. Each person signing below represents that they have the authority to execute and deliver this Agreement.

EXECUTED AND EFFECTIVE ON THE LATEST DATE SET FORTH BELOW.

Bar Nun Denver

Signed:  Date: 09/01/21
Butch Buckley, Owner and General Manager for Bar Nun Denver

Capitol Hill United Neighborhoods, Inc.
A Colorado Nonprofit Corporation and Denver Registered Neighborhood Organization

Signed:  Date: 8.28.2021
Travis Leiker, Capitol Hill United Neighborhoods President