Good Neighbor Agreement

THIS AGREEMENT is made and entered into effective this 8th day of June 2012 by and between the Jefferson Park United Neighbors ("JPUN"), a Registered Neighborhood Association under the ordinances of the City and County of Denver and Micky Manor Tavern LLC ("Owner"), owner of Micky Manor, a business operating at 2544 Federal Boulevard in Denver, Colorado.

WHEREAS, Owner has applied for a Colorado Tavern License for use in connection with its proposed operations at 2544 Federal Boulevard in Denver, Colorado; and

WHEREAS, Owner and JPUN wish to enter into this Agreement concerning certain of its operations of at 2544 Federal Boulevard in Denver, Colorado;

WHEREAS, while Owner has expressed intent to operate Micky Manor primarily as a restaurant or food service with beverage services rather than primarily as a bar certain issues arise from time to time in establishments where alcohol is served. JPUN and Owner agree to address such issues as they come up, however infrequent.

NOW, THEREFORE, in consideration of the promises and undertakings set forth below, Owner and JPUN hereby agree as follows:

Owner will use its best efforts to manage and control any unruly behavior of its patrons upon entering and leaving the premises, will maintain the exterior of its premises in a neat and clean manner at all times, including cleaning up regularly after patrons including graffiti and other debris and will plan and manage any parking operations in a way that will minimize traffic and related issues. Owner will have control of its parking and property in compliance with law. The main customer entrance and exit will be on Federal Boulevard. Provided, however, Owner may have a door or exit into the parking lot on the south side of the building, subject in all respects to Denver Code requirements.

Owner further agrees to use good faith efforts to prevent loud noises emanating from the premises, whether by doors, windows or otherwise, and agrees in any event that any such noise will not violate the City's noise ordinances.

Owner does not intend to conduct any after-hours operations (after 2:00 a.m. and before 6:00 a.m. any day). Should Owner desire to have "Special Events" requiring permit and approval from Excise and Licenses, Owner will inform JPUN of the plans for the "Special Events" in advance of the application. Notice shall be given by emailing the JPUN Board President at the time of such application as indicated in the most recent issue of the monthly JPUN newsletter.
While Owner contemplates adding patio space to the premises at some point, Owner has no current intention to construct such patio space; if such intent changes, Owner will comply with law and will notify JPUN as indicated above in advance of permit application.

Owner represents that Micky Manor intends to be primarily a family-oriented restaurant serving a variety of food, while also serving alcoholic beverages as permitted by law. In the event that Owner desires to change its concept, it shall notify JPUN in advance as indicated above.

Owner agrees to notify JPUN as indicated above of any proposed transfer of its licenses or sale of the business within a reasonable time before the proposed transfer or sale is to occur. In the case of a proposed action requiring approval of the Denver Department of Excise and Licenses, such notice shall be given as early as practicable; any such action will be in compliance with law.

Owner agrees to notify JPUN as indicated above of any change of lessee of the Micky Manor premises for operation of the establishment under existing licenses or permits in advance in accordance with law.

Upon the execution of this Agreement, JPUN and any other concerned RNOs will appear at any public hearing on Owner's application, offer this Agreement in evidence and state its support for Owner's application.

Owner will distribute and review this Agreement with its managerial personnel, lessees, and to any who become management personnel in the future.

Owner agrees that Micky Manor management and/or lessees will meet with representatives of JPUN on request to discuss any operational, safety and welfare, quality of life, or any other matters that the parties may want to discuss including but not limited to noise, parking, supplier delivery, customer management, and external lighting issues. A designated representative of JPUN and an Micky Manor operations manager designated by Owner will work together to resolve issues. The agreement will expire in three years unless mutually agreed.

Signed and agreed to this 8th day of June, 2012.

Micky Manor Tavern LLC  

By [Signature]  

Owner

JPUN

By [Signature]  

JPUN President