

## GOOD NEIGHBOR AGREEMENT

This Good Neighbor Agreement (“Agreement”) is entered into this \_\_\_ day of March, 2015 (the “Effective Date”), between South City Park Neighborhood Association (“SCPNA”) and CG Network, LLC d/b/a Groundswell (“Applicant”).

WHEREAS, Applicant has applied for a retail marijuana license at 3121 E. Colfax Avenue, Denver, CO 80206 (the “Premises”) from the City of Denver Department of Excise and Licenses (the “Applicant’s Retail Marijuana License”); and

WHEREAS, SCPNA is a registered neighborhood organization in Denver, Colorado, whose neighborhood contains the Premises, and SCPNA is and has engaged in efforts to protect and improve the quality of life in the neighborhood surrounding the Premises, and all parties hereto are committed to protecting and improving the safety and quality of life in the neighborhood.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. *SCPNA Will Not Oppose Applicant’s Retail Marijuana License.* SCPNA agrees not to oppose the granting of the Applicant’s Retail Marijuana License.
2. *Applicant’s Adherence to Applicable Law.* Applicant will comply with the Colorado Retail Marijuana Code and any applicable state and local laws pertaining to retail marijuana, including the sale of marijuana to any person under the age of twenty-one (21). In addition, Applicant will ensure any employee of Applicant who sells marijuana will be trained pursuant to applicable law governing retail marijuana sales.
3. *Hours of Operation.* Applicant agrees to comply with all applicable state and local laws pertaining to the hours of operation for a retail marijuana establishment. If the state and/or local laws change the permissible hours of operation for a retail marijuana establishment after the Effective Date, Applicant agrees to notify SCPNA of any change in Applicant’s hours of operation at the Premises.
4. *Neighborhood Concerns.* Applicant agrees to make its manager or owner available to any resident upon two (2) days advance notice to discuss concerns regarding Applicant’s business at the Premises, and the manager or owner of Applicant will remain accessible by telephone. Applicant will provide the email address by which SCPNA can reach the Applicant’s manager or owner.
5. *Contact Information.*

*Applicant:*

- a. Applicant Name: CG Network, LLC d/b/a Groundswell
- b. Applicant Contact Phone Number: 303.309.0078 x2

- c. Applicant Email Address: don@thecgnet.com
- d. Applicant Address: 3121 E. Colfax Ave., Denver, CO 80206

*SCNPA:*

South City Park Neighborhood Association  
P.O. Box 18375  
Denver, CO 80218  
southcitypark@gmail.com

Either party may change its contact information upon notice to the other party of such change.

- 6. *Noise.* Applicant agrees that ambient noise attributable to the Premises combined with any recorded music emanating from speakers on the Premises will not generate noise levels which exceed the residential noise limits set by the City and County of Denver's residential noise ordinance. In the event the audible sound is sufficient to disturb any neighbor or violate applicable residential noise ordinances, the Applicant will take immediate steps to mitigate the problem.
- 7. *Odor.* Applicant is aware of the odor associated with its business. In the event Applicant's business creates an odor that is sufficient to disturb any neighbor, the Applicant will take all available steps to mitigate this issue.
- 8. *Parking.* Applicant agrees to take reasonable action to prevent patrons and employees from parking illegally in the vicinity of the Premises and by directing patrons to designated parking lots. In addition, Applicant will encourage its staff to walk, ride bicycles, and use mass transit in order to minimize parking related issues.
- 9. *Smoking.* Applicant will engage in reasonable efforts to establish a designated smoking area, for tobacco purposes only, in cooperation with surrounding establishments and residences.
- 10. *Security.* Applicant will comply with all state and local requirements relating to security. By way of example and not limitation, Applicant will ensure that its locks, security systems and surveillance equipment are in working order at all times, as required by state and local law.
- 11. *Graffiti.* Applicant shall remove any graffiti as soon as is reasonably practical.
- 12. *Patron Behavior.* Applicant shall take diligent action to prevent patrons from loitering in the vicinity of the Premises, including, but not limited to, the dispersal by staff of any crowds assembling. Applicant shall see that patrons exit the Premises and the immediate vicinity in a quiet and orderly fashion.
- 13. *Signage.* Applicant shall abide by the applicable city rules and regulations regarding signage and advertising.

14. *Trash.* Applicant shall clear the immediate vicinity of the Premises after each day's operation, to be completed following each day of operation. Further, Applicant agrees to abide by all state and local laws regarding disposal of marijuana waste, including, but not limited to rendering the waste unusable and unrecognizable.
15. *Retail Marijuana License Hearing File.* Both the Applicant and SCPNA request that the City of Denver add to the Applicant's Retail Marijuana License file this Agreement, which represents the sentiment of the neighborhood.
16. *Transfer of License.* Should Applicant transfer its Retail Marijuana License to any other prospective licensee, Applicant agrees to present the transfer to South City Park Neighborhood at least seven (7) days after submittal of its transfer forms to the City of Denver.
17. *Binding Agreement.* This Agreement shall be binding upon any transferees, successors or heirs of the Applicant. The Agreement will remain in force throughout the entire time of Applicant's ownership or operation of the Premises as a retail marijuana establishment in whole or in part. For the avoidance of doubt, and without limitation, "Applicant" as used in the foregoing sentence means Applicant and any of its transferees, successors or heirs, who shall acknowledge in writing the assumption of the obligations of Applicant under this Agreement. This Agreement is the entire agreement between the parties. No provision of this Agreement may be modified without the written consent of the parties, nor shall any waiver of any of the provisions contained in this Agreement be valid or enforceable unless in writing and signed by the parties. Applicant agrees to attach this Agreement to, and make it a part of, any sale or transfer of the business of Applicant or its business at the Premises in whole or in part, and this Agreement shall be an integral part of, and be included in, any such sale or transfer.
18. *Captions; Waiver; Enforceability.* The captions are for the convenience of the parties only and shall not be considered when construing the meaning of this Agreement. The failure of either party to enforce at any time or for any period of time a provision of this Agreement shall not be construed as a waiver of those provisions or of the right thereafter to enforce every provision. If any provision in this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions shall not be affected or impaired thereby; and such invalid, illegal, or unenforceable provision shall be replaced with most similar provision that is valid, legal, and enforceable.
19. *Counterparts.* This Agreement may be executed in two or more counterparts, and each part shall be equally binding as though all signatures hereto appeared on the same page, and each part shall be deemed an original.
20. *Breach of Agreement.* Once the Applicant has become the holder of Applicant's Retail Marijuana License for the Premises, in order to ensure compliance with this Agreement:

- a. In the event that a party is in breach of this Agreement, the non-breaching party shall notify the breaching party in writing of the event causing the breach. Upon receipt of such notice, the breaching party shall have fifteen (15) calendar days within which to effect a cure of the alleged breach, or such longer time as may be reasonably required in the circumstances, provided that the breaching party shall continue making all reasonable and continuous efforts to cure the breach.
- b. If no such cure occurs, and without limiting any right of either party available at law or in equity, such issue shall be referred to mediation through the City of Denver if and to the extent such mediation is available.

21. *Applicable Law.* This Agreement shall be construed in accordance to the laws of the State of Colorado and shall be enforced in any court of competent jurisdiction in the City of Denver, State of Colorado without regard to principles of conflicts of laws.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

APPLICANT

Name: CG Network, LLC d/b/a Groundswell

By: Don Novak, Owner

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

REGISTERED NEIGHBORHOOD ORGANIZATION

Name: South City Park Neighborhood Association

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

Date: \_\_\_\_\_

Signature: \_\_\_\_\_