

**Good Neighbor Agreement
Z Portfolio LLC and University Hills North Community**

This Good Neighbor Agreement (this "Agreement") is entered into as of _____ (the "Effective Date") between Z Portfolio LLC, a Colorado limited liability company ("Owner") and the University Hills North Community, a Colorado nonprofit corporation ("UHNC"). Owner and UHNC are referred to together in this Agreement as the "Parties."

Recitals

A. Owner is the owner of the real property located at 2100 South Colorado Boulevard, 4040 East Evans Avenue, 2140 South Albion Street, 2130-2150 South Colorado Boulevard and 4102-4108 East Evans Avenue, which property is legally described on Exhibit A attached hereto and made a part hereof (the "Property").

B. Owner is seeking approval from the Denver City Council ("City Council") to rezone the Property (the "Rezoning") from its current zoning to C-MX-12 in order to accommodate development of a mixed use project (the "Project") on the Property.

C. Provided Owner obtains approval of the Rezoning, Owner intends to submit to the City of Denver Department of Community Planning and Development ("CPD") a site development plan ("SDP") for the Project.

C. Owner and UHNC representatives have conferred multiple times regarding the Project and Owner's proposed SDP submittal, and UHNC has indicated its support for the Rezoning provided that the Parties enter into a Good Neighbor Agreement addressing certain aspects of the Project and related items important to UHNC.

D. Owner desires to work cooperatively with UHNC throughout the entitlement and development of the Property as set forth in this Agreement.

Agreement

NOW THEREFORE, the Parties agree as follows:

1. Owner Obligations

a. SDP Submittal. Provided the City Council approves the Rezoning, Owner agrees that Owner's initial SDP submittal for the Project will include the following components:

i. Publicly Accessible Private Open Space. In accordance with the Colorado Station General Development Plan, the initial SDP submittal will include new open spaces that provide the area with a location for civic functions and gathering and passive recreation and serve as a visual amenity for uses adjacent to the Project. The

initial SDP submittal will contain publicly accessible private open space that is at grade and/or elevated in an aggregate amount that is no less than eight percent (8%) of the area of the Property (6,200 square feet).

ii. Height and Massing. Notwithstanding the allowed height and massing of the Property after the Rezoning, the initial SDP submittal will provide a mix of forms across different heights in order to provide the development with mass relief. The heights will range between eight (8) and twelve (12) stories. These varying heights will allow the Owner to further the City's urban design and height/scale transitioning goals as referenced in Blueprint Denver 2019. The SDP submittal shall contain mass reductions that are measured in accordance with the incremental mass reduction provisions contained in Section 13.1.6.1.D of the Denver Zoning Code as of the Effective Date and shall result in the following building mass reductions:

1. Stories three (3) – five (5): 10% mass reduction
2. Stories six (6) – eight (8): 15% mass reduction
3. Stories nine (9) – twelve (12): 20% mass reduction

Areas dedicated to open space shall be allowed to also contribute to mass reduction.

A copy of Section 13.1.6.1.D of the Denver Zoning, together with Sections 13.1.2.3 and 13.1.5.16.B that are referenced in Section 13.1.6.1.D, are attached as Exhibit B hereto and made a part hereof.

iii. Mass Reduction Covenant. For a period of fifty (50) years from the Effective Date, any project on the Property shall conform to the mass reduction provisions of Section 1(a)(iii) above.

iv. SDP Approval. The Parties acknowledge that the SDP must be approved by CPD) and that Owner cannot fully control what SDP CPD ultimately will approve for the Project. Owner will use commercially reasonable efforts to obtain approval of an SDP that includes the components in (i) and (ii) above. If CPD seeks changes to the SDP that significantly differ from (i) or (ii) above, Owner will inform UHNC prior to final approval of the SDP and seek UHNC's input on the City's proposed changes.

b. Community Meeting and Information. Owner will continue its relationship and correspondence with the UHNC neighborhood throughout the Denver Planning Board and City Council process, as well as after full entitlements. Owner will continue to update UHNC leadership, discuss Project information and gather important feedback throughout the process, including, but not limited to advance timing of key Project milestones such as the (a) traffic study, (b) SDP, and (c) construction planning.

c. Local Retailers and Restaurants. Owner will seek to attract and retain local retailers, restaurants, and businesses to the Project.

d. Construction Planning and Communication. Owner will work with UHNC and the adjacent neighbors on construction coordination with a goal of minimizing disruption and impacts to the neighborhood during construction of the Project. This coordination will begin before construction and continue throughout the entire construction process. Owner and/or the selected general contractor will work with UHNC to provide a plan discussing site logistics, access, parking plan and hours of operation. Owner and/or the Project general contractor will also provide advance notice to UHNC regarding major Project construction activities that might result in street closures or other significant disruptions to the neighborhood. Owner will provide a point of contact for the Project, including name and telephone number, to the UHNC co-presidents. Owner will ensure that the named point of contact will be empowered and have responsibility to immediately address and solve issues that arise.

e. Ongoing Community Impact. Owner will seek to be a positive, ongoing community partner with UHNC and the neighborhood. Owner will work with UHNC and the UHNC neighborhood in efforts to seek City funded area-wide improvements that benefit the community. Owner also commits to long term engagement with the neighborhood through ongoing membership in the RNO (\$25 annual fee) through construction and for 10 years from the effective date.

f. Transportation Demand Management Plan. Owner will enact an effective transportation demand management program (TDM) in order to fully engage tenants with the public transportation hub directly across the street from the Property. The TDM should include adequate bicycle parking for tenants and visitors alike, enrollment in and reserved parking for a dedicated onsite car-share program, and a transit pass program for tenants, both commercial and residential, to encourage use of nearby public transit.

2. **UHNC Obligations.** In exchange for Owner's commitments set forth in this Agreement, UHNC shall provide a letter of support for the Rezoning to the Denver City Council. In addition, a representative of UHNC shall speak in support of the Rezoning at the City Council hearings on the Rezoning.

3. **Miscellaneous Provisions**

a. This Agreement shall not be amended except in writing executed by the Parties.

b. Except with regard to the mass reduction covenant set forth in Section 1(a)(iii) above, the provisions of this Agreement shall be a covenant running with the land and shall be binding on the Owner, its successors and assigns and future owners of the Property for a period of ten (10) years from the Effective Date. On the date that is ten (10) years from the Effective Date, the covenants in this Agreement, except for the covenant in Section 1(a)(iii), shall terminate by its terms with no further action by Owner or UHNC.

c. The mass reduction covenant in Section 1(a)(iii) only shall be a covenant running with the land and shall be binding on the Owner, its successors and

assigns and future owners of the Property for a period of fifty (50) years from the Effective Date. On the date that is fifty (50) years from the Effective Date, the covenant in Section 1(a)(iii) shall terminate by its terms with no further action by Owner or UHNC, and this Agreement shall have no further force or effect.

d. Notwithstanding anything in this Agreement to the contrary, this Agreement shall terminate and have no further force and effect if the City Council denies the Rezoning.

e. Prior to commencement of construction of the Project, Owner shall place in escrow \$5,000 for the use by UHNC in the event a lawyer must be secured to enforce Owner's obligations under this Agreement. The escrow shall be held by a title company selected by Owner pursuant to escrow instructions mutually agreeable to Owner and UHNC. The escrow shall be in place during the construction phase of the Project until six (6) months after issuance of a temporary certificate of occupancy for the Project. This good faith commitment demonstrates the Owner's expectation to be held accountable to the Agreement terms.

Executed as of the Effective Date.

**[Remainder of Page Left Intentionally Blank;
Signature Blocks on Following Pages]**

Owner

Z Portfolio, LLC,
a Colorado limited liability company

By: *Luis S Hernandez*

Title: *Manager / CEO*

STATE OF COLORADO)
)ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this *2* day of October, 2019
by _____ as _____ of Z Portfolio, LLC, a
Colorado limited liability company.

My Commission expires: *07/07/2023*
Witness my hand and official seal.

Notary Public

D. M

DEVIN MARTINEZ Notary Public State of Colorado Notary ID # 20114041003 My Commission Expires 07-07-2023

University Hills North Community (UHNC),
a Colorado nonprofit corporation

By: Elizabeth Davis Elizabeth Davis

Title: co-president

By: Jennifer Neuhalter Jennifer Neuhalter

Title: co-president

STATE OF COLORADO)
)ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 11th day of October, 2019
by Elizabeth Davis as co-president and
Jennifer Neuhalter as co-president of University Hills North
Community, a Colorado nonprofit corporation.

My Commission expires: December 13, 2022

CESAR A GOMEZ
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20144043538
MY COMMISSION EXPIRES DECEMBER 13, 2022

Witness my hand and official seal.

Notary Public

Exhibit A

Legal Description of the Property

2100 S. Colorado Blvd - PARCEL 1 (Rec #2015128247)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF DENVER, STATE OF COLORADO, AND DESCRIBED AS FOLLOWS: ALL THAT CERTAIN PIECE OR PARCEL OF REAL ESTATE SITUATE IN THE CITY AND COUNTY OF DENVER, STATE OF COLORADO DESCRIBED AS FOLLOWS: LOTS 1, 2, 3 AND 4, BLOCK 1, WARREN'S UNIVERSITY HEIGHTS, THE PLAT OF WHICH IS OF RECORD IN PLAT BOOK A1 AT PAGE 39 OF ARAPAHOE COUNTY RECORDS, CITY AND COUNTY OF DENVER, STATE OF COLORADO LESS AND EXCEPT THAT PART OF LOTS 1 AND 2 DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF LOT 2 WHICH IS 4.97 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 2; THENCE EAST, PARALLEL WITH THE NORTH LINE OF LOT 2, A DISTANCE OF 8.0 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.0 FEET, A DISTANCE OF 39.27 FEET TO A POINT WHICH IS SOUTH, AT RIGHT ANGLES TO THE NORTH LINE OF LOT 1, A DISTANCE OF 5.0 FEET; THENCE NORTHEAST A DISTANCE OF 91.52 FEET TO A POINT ON THE EAST LINE OF LOT 1 WHICH IS 1.14 FEET SOUTH OF THE NORTHEAST CORNER OF LOT 1; THENCE NORTH, ALONG THE EAST LINE OF LOT 1 A DISTANCE OF 1.14 FEET TO THE NORTHEAST CORNER OF LOT 1; THENCE WEST, ALONG THE NORTH LINE OF LOT 1 A DISTANCE OF 123.38 FEET TO THE NORTHWEST CORNER OF LOT 1; THENCE SOUTH, ALONG THE WEST LINE OF LOTS 1 AND 2 A DISTANCE OF 29.97 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

2130-2150 S Colorado Blvd - PARCEL 2 (Rec #2015128250)

FILE THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF DENVER, STATE OF COLORADO, AND DESCRIBED AS FOLLOWS: LOTS 5 TO 9, INCLUSIVE, AND LOT 40 AND S 20 FEET OF LOT 41 AND WEST 23.375 FEET, LOT 42 TO 48, INCLUSIVE, AND OF NORTH 5 FEET OF LOT 41 BLOCK 1, WARRENS UNIVERSITY HEIGHTS AND 1/2 OF VACATED ALBION STREET ADJACENT TO LOT 40 AND SOUTH 20 FEET OF LOT 41 EXCEPT PART OF LOT 48 TO THE CITY, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

4040 E. Evans Ave - PARCEL 3 (Rec #2015128248)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF DENVER, STATE OF COLORADO, AND DESCRIBED AS FOLLOWS: LOTS 42 TO 48 INC & N 5FT OF L41 EXC W 23.375 FT & W 1/2 VAC S ALBION ST ADJ L42 TO 48 INC & N 5FT OF L41 BLK 1 WARRENS UNIV HEIGHTS EXC PT L48 TO CITY, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

4102 E. Evans Ave – PARCEL 4 (Rec #2015128249)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF DENVER, STATE OF COLORADO, AND DESCRIBED AS FOLLOWS: THE EAST 1/2 OF VACATED ALBION STREET, WEST OF AND ADJACENT TO LOT 1 THROUGH 6, INCLUSIVE, BLOCK 2, WARREN'S UNIVERSITY HEIGHTS, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

2128-2140 S ALBION ST - PARCEL 5 (Reception #2015128251)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF DENVER, STATE OF COLORADO, AND DESCRIBED AS FOLLOWS: LOTS 7, 8 AND 9, BLOCK 2, AND THE EAST 1/2 OF VACATED ALBION STREET, WEST OF AND ADJACENT TO SAID LOTS, WARREN'S UNIVERSITY HEIGHTS, CITY AND COUNTY OF DENVER, STATE OF COLORADO

Exhibit B

[Attach Sections 13.1.6.1.D, 13.1.2.3, 13.1.5.16.B, 13.1.5.17.B of the Denver Zoning Code]