

MEMORANDUM OF UNDERSTANDING
CONCERNING AN APPLICATION FOR A
ZONE MAP AMENDMENT FOR
3051 LAWRENCE STREET, DENVER CO 80205

THIS AGREEMENT is entered into by and between Curtis Park Neighbors, a registered neighborhood association in the City and County of Denver, ("CPN") and Christine Kruzick & Daniel Newman, together with the ("Applicants").

WHEREAS:

- A. CPN is a registered neighborhood association in Denver, Colorado, whose neighborhood contains the property at 3051 Lawrence St., Denver, Colorado (the "Property").
- B. The Applicants are the owners of the Property and have applied for a Zone Map Amendment to change the zoning of the Property from G-RH-3 UO-3 to G-RX-3 (hereinafter the "Application") for the Property.
- C. The Applicants wants CPN to provide a letter of support of their application.
- D. The Applicants plan to develop the Property and desire to establish certain use restrictions on the future development of the Property for the benefit of CPN.
- E. The Applicants plan to develop and improve the Property as an intimate four to six room inn or lodge and desire to establish certain use and operational limitations and obligations on the future development of the Property.
- F. Declarant intends that all operations on the Property be limited to services and activities available to registered and invited guests of the Property.
- G. The Parties hereto acknowledge that the types of liquor licenses available in the City of Denver change in scope and quantity regularly. For this reason, any application for a liquor license will be for a liquor license available at the time of application that is sufficient to meet the operational needs of the Property to accommodate its occupants and registered and invited guests, as opposed to a type of license serving the public. The Covenant attached hereto as Exhibit A includes an obligation by Applicants to negotiate a Liquor License Good Neighbor Agreement when and if a liquor license may be applied for.
- H. CPN agrees to support the Applicant's Application and will inform Denver Community Planning and Development in writing that it supports the Application subject to the agreements herein.



NOW, THEREFORE, for good and valuable consideration, the parties hereby agree as follows:

1. CPN has voted to support the Application and will provide a written letter of support for the Applicant to submit to the City of Denver with the Application (the "Letter"). The Letter will be provided prior to the Denver City Council Public Hearing for the Application.
2. If CPN provides the Letter as set forth herein, Applicant will record the Protective Covenant (the "Covenant") attached hereto as Exhibit A in the real property records of the City and County of Denver, Colorado promptly upon Denver City Council's approval of the Application, which is scheduled for January 29, 2024. Such Covenant shall provide limits as to the future uses for the Property that would otherwise be allowed in the Denver Zoning Code.
3. In the event of any claim, dispute, or controversy arising out of or in relation to the performance, interpretation, application, or enforcement of any provision of this AGREEMENT, and the Protective Covenant attached hereto as Exhibit A, including but not limited to (i), breach thereof or, (ii), complaints concerning any external effects of the operations of the Property (which may include a rooftop deck), the following procedures are established for resolution thereof:
 - A. Any person seeking resolution of any dispute or controversy shall report the same to CPN, who as a Party to this Agreement, will contact the Applicants to notify them of such community concern.
 - B. Applicants will have 5 business days from the date of notification to rectify and change Property operations to address the issue.
 - C. If the steps taken in 3. B. above proves unsatisfactory; the Parties shall meet within 5 business days of such notification by CPN for the purpose of working cooperatively to craft and implement a solution.
 - D. If the steps in 3. C. do not result in an acceptable resolution, as an alternative to or prior to the initiation of any adjudicative action or proceeding, including arbitration, either Party may request the City and County of Denver Hearing Office appoint a mediator and conduct neighborhood mediation services at no cost to either Party.

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 be valid or enforceable unless in writing and signed by all parties. This Agreement is only binding and in effect if the Property is rezoned to G-RX-3 and is binding on the successors and assigns of Applicants for a period of 15 years from the recordation date of the Exhibit A Protective Covenant.



Each person signing below represents that he/she has the authority to execute and deliver this Agreement.

Executed and effective on the latest date set forth below:

CURTIS PARK NEIGHBORS

Signed: Stephen M Bennett

Printed Name: Stephen M Bennett

Date: 24 Jan 2024

President, Curtis Park Neighbors, a Registered Neighborhood Organization
2807 Champa St.
Denver, CO 80205

Christine Kruzick & Daniel Newman

Signed: Christine Kruzick

Signed: Dan Newman

Date: 1/23/2024