

CB 21-0810
1091 S Parker

EXECUTION VERSION

Good Neighbor Agreement

August 23, 2021

MGL Partners, LLC, a Colorado limited liability company ("MGL"), and the undersigned owners in Hughes Mountain View neighborhood (collectively, "HMV") are seeking a collaborative solution to neighborhood concerns as expressed in community meetings and forums. This agreement memorializes the discussions and the intent to address the identified concerns of HMV regarding the future development of the real property to be acquired by MGL located at 1091 S Parker Road/7400 E Mississippi Avenue, Denver, Colorado, and 1170 S. Quebec Way and the connecting 3.29-acre parcel (which has not yet been assigned an address), as shown on the Plan (as defined below), (the "Property"). The Galilee Baptist Church, of Denver, Colorado, a Colorado nonprofit corporation ("Current Owner"), joins in this agreement solely to evidence its agreement to the terms set forth in section 15 below, and shall not be deemed to be a party to this agreement with respect to any other terms or provisions.

It is the intent of the parties that this agreement form the basis of a more definitive agreement to be entered into and recorded upon satisfaction of the Conditions (as defined below); provided, however, that this agreement shall constitute a contract binding on the parties as of the date set forth above until the earlier of: (i) the date that the definitive agreement is entered into, (ii) the failure of any of the Conditions, or (iii) the termination of this agreement. Following satisfaction of the Conditions, MGL shall prepare a definitive agreement containing the terms in this agreement. HMV and MGL shall have all rights and remedies at law or in equity to enforce their respective rights and obligations under this agreement, including the remedy of specific performance.

HMV acknowledges that MGL does not own the Property and cannot encumber the Property or perform its obligations under this agreement until each of the Conditions have been satisfied. This agreement shall not be recorded by any party to this agreement. In the event of any recording, it shall automatically terminate and become null and void.

In consideration of the mutual covenants set forth above and below and HMV's, including Hughes Mountain View neighborhood and each homeowner therein, agreement to (i) not submit a valid legal protest in opposition to the rezoning of

the portion of the Property located in Denver (the "Denver Property"), and (ii) support MGL in the rezoning of the portion of the Denver Property to SMU-5, SMU3, including, a letter of support to Denver City Council and supportive testimony at the public hearing for final consideration (collectively, the "Support"), the parties hereby agree to the following:

Subject to the satisfaction of the Conditions and the parties' compliance with the terms of this agreement:

1. MGL will create a buffer between the Property and HMV neighborhood in the approximate location(s) shown on the plan attached hereto as Exhibit A (the "Plan"). The buffer will be a combination of landscaping and fencing.
2. MGL will grant an easement to HMV over the roadways between Parker Road and Quebec Way in the approximate location shown on the Plan (collectively, the "Roadway") and will maintain the Roadway at its expense. A portion of the Roadway, as shown on the Plan, is subject to relocation for future development at MGL's or its successor's expense.
3. MGL will request permission from the City of Denver to provide a traffic control sign "Local Traffic Only" and "No Exit" at the S Quince entrance to HMV property.
4. MGL will request that Arapahoe County allow the placement of 'Local Traffic Only' signs at entry points to Hughes Mountain View neighborhood. Additionally, MGL will request the placement of a "Local Traffic Only" "No Exit" sign along the roadway on property parallel to Parker Road, in the approximate location shown on the Plan.
5. MGL will formally request from CDOT that a ¾ turn or full movement turn be allowed onto Parker Road.
6. MGL will provide enhanced landscape treatment at the Quebec Way entry point into the neighborhood.
7. A wrought iron fence (or other agreed upon fence/barrier) designed to deter pedestrian connections will be constructed between the Denver Property and Hughes Mountain View neighborhood. The fence will extend from the Rosemary Street edge of the proposed building, around the SW corner of the property and along the west side of the proposed building to the access roadway on the north.

8. MGL will strive to preserve existing mature trees located along E Mississippi Drive to the extent consistent with the Site Development Plan.

9. Development on the portion of the Property located in Arapahoe County (the "Arapahoe Property"), memorialized in a recorded covenant which runs with the land, will be limited to:

- Maximum 3 story height
- Maximum 26 residential units

10. A 30' wide landscape buffer will be provided between buildings on the Arapahoe Property and E Mississippi Drive in the approximate location shown on the Plan.

11. The triangular traffic island located along E Mississippi Drive will be improved with new landscape installation and art installation in collaboration with representatives of Hughes Mountain View neighborhood.

12. If MGL transfers title to all or a portion of the Property, it shall require that such transferee agrees to be bound by the terms of this agreement to the extent applicable to the portion of the Property transferred. MGL shall also require that any entity formed by it for the purpose of acquiring the Property and in which MGL or its members are principals shall agree to be bound by this agreement.

13. The obligations of MGL set forth in this agreement are subject to satisfaction of each of the following conditions (the "Conditions"):

(a) HMV shall not submit a valid legal protest in opposition to the rezoning of the Denver Property, and HMV shall provide the Support.

(b) MGL's requested rezoning of the Denver Property has been granted by the Denver City Council and is not subject to appeal (the "Rezoning").

(c) MGL's Site Development Plan for the Denver Property has been approved and is not subject to appeal.

(d) MGL or an entity affiliated with MGL has acquired title to the Property.

If any of the foregoing conditions are not satisfied on or before August 23, 2022, this agreement shall automatically terminate and neither party shall have any

further rights or obligations hereunder. Following satisfaction of the Conditions, MGL shall prepare a definitive agreement consistent with the terms in this agreement, which shall be executed and recorded by the parties, unless otherwise agreed.

14. If the Site Development Plan for the Denver Property or the Specific Development Plan for the Arapahoe Property contains requirements that are inconsistent or contrary to any of MGL's obligations under this agreement, the Site Development Plan or Specific Development Plan, as applicable, shall control to the extent of such inconsistency and MGL's obligations under this agreement shall be revised accordingly, as applicable.

15. Current Owner hereby agrees that if Conditions (a), (b), and (c) above are satisfied but if MGL or an entity affiliated with MGL does not acquire title to the Property, Current Owner will require that any future purchase and sale contract for the Property entered into within one (1) year after the date of this agreement with a purchaser who intends to develop the Denver Property for residential use pursuant to the Rezoning include a requirement that such purchaser agrees to be bound by this agreement.

16. This agreement may be executed in any number of counterparts, each of which shall constitute an original but all of which together shall constitute one and the same agreement. The parties may execute and exchange counterparts of signature pages in pdf format delivered by email.

17. This agreement, the exhibits attached hereto set forth the entire agreement between the parties relating to the subject matter hereof and all other prior agreements, understandings, representations or statements, oral or written, relating to the Property are superseded hereby.

18. A copy of this executed Agreement will be provided by MGL to the Denver City Council members.

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



Name: Saunders Buckstein
Date: August __, 2021
Street Address: _____

Name: _____
Date: August __, 2021
Street Address: _____

Name: _____
Date: August __, 2021
Street Address: _____

Name: _____
Date: August __, 2021
Street Address: _____

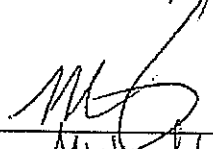
Name: _____
Date: August __, 2021
Street Address: _____

Name: _____
Date: August __, 2021
Street Address: _____



[Add additional signatures if needed]

MGL PARTNERS, LLC, a Colorado limited liability company

By: 
Name: Michael Herbert
Title: Manager
Date: 8/23/21

The undersigned joins in this agreement solely to evidence its agreement to the terms set forth in section 15 above.

THE GALILEE BAPTIST CHURCH, OF DENVER, COLORADO, a Colorado nonprofit corporation

By: _____
Name: Mitch Giannatala
Title: President
Date: _____

MGL PARTNERS, LLC, a Colorado limited liability company

By: _____

Name: _____

Title: _____

Date: _____

The undersigned joins in this agreement solely to evidence its agreement to the terms set forth in section 15 above.

THE GALILEE BAPTIST CHURCH, OF DENVER, COLORADO, a Colorado nonprofit corporation

By:  _____

Name: Mitch Giannatala

Title: President

Date: August 23, 2021

