

To whom it may concern,

Kentro Group (“Kentro”) representatives Jimmy Balafas and Chris Viscardi approached residents of 1200 S. Pennsylvania (“the Neighbors”) with a request for support of a rezoning effort to rezone 1227-1271 S. Pearl St. from U-MS-3 to U-MS-5. Residents David Eyvazzadeh and Jolon Clark, the undersigned, served as main points of contact for the residents of 1200 – 1299 S. Pennsylvania St, Denver, CO 80210.

Due to recent adoptions of affordable housing incentives, the Neighbors understand that Kentro may build 4 stories under U-MS-3 affordable housing incentives. In return for support of a rezoning to U-MS-5, Kentro entered into negotiations to understand and address any Neighbors’ concerns which may arise from such a rezoning.

A physical flyer was distributed to each home of the Neighbors which total 42 individual addresses to announce a meeting at which Kentro representatives presented to the Neighbors. Of the 42 residences, 12 residences responded to a survey polling concerns, and 9 residences indicated they would have a representative attend the meeting.

The primary concerns of the Neighbors, as addressed by the GNA, include:

- Ground floor retail activation of the first floor of any structure erected on 1227-1271 S. Pearl St.
- Parking for building residents and impact on the Neighbors
- Maintaining Affordable housing restrictions
- Height restrictions held to 75 ft maximum and maintain upper story setbacks
- Construction Impact

Through negotiations, Kentro and the Neighbors have come to a mutual agreement memorialized in the provided GNA. As representatives of the Neighbors, the undersigned are not aware of any strong opposition to the rezoning effort of Kentro following adoption of the attached GNA.

With the GNA as executed attached to any new rezoning issued by the city, which will remain in perpetuity unless otherwise renegotiated between the Neighbors and Kentro (or any following owner of the rezoned property), the Neighbors **Support** the rezoning of the identified property from 1227-1271 S. Pearl St.

Thank you,

David Eyvazzadeh
1236 S. Pennsylvania St.



Jolon Clark
1245 S. Pennsylvania St.



**Good Neighbor Agreement re: 1227- 1271 South Pearl St.
567 E Louisiana, LLC and the Neighbors between 1200–1299 S. Pennsylvania St**

December 4, 2023

This agreement (the "Agreement") is entered into between 567 E Louisiana LLC ("KG") and the Neighbors between 1200–1299 S. Pennsylvania St ("the Neighbors") for the purposes of outlining certain items that KG agrees to work on and pursue with Neighbors after 1227- 1271 S Pearl Street ("Project") is rezoned and through the site development plan process. KG and Neighbors agree to the following:

1. Community meetings and information – KG will continue to work closely with the community and provide Project updates to the Neighbors.
2. Ground Floor –
 - a. KG will not provide any residential units on the ground floor, including along South Pearl or Louisiana Street frontages. These areas will include retail, commercial, and residential lobby/amenity spaces. KG will make best efforts to design the building not to have the gym on the ground floor along South Pearl Street. KG will make best efforts to maximize small-business occupancy within retail spaces.
 - b. KG will provide adequate trash enclosures that will take into account reduction of odors, and make best efforts to consolidate and unify trash collection services to reduce volume and frequency of alley traffic.
3. Short-Term rental unit – KG will provide a short-term rental unit within the Project, to which the Neighbors will be provided building resident level privileges for the rental thereof, contingent upon the City and County of Denver providing required permits during KG ownership.
4. Community Room – the Neighbors between the 1200 to 1299 S Pennsylvania will be provided resident level privileges to the reservation and use of the Project's Community Room based on availability during KG ownership.
5. The Neighbors between the 1200 to 1299 S Pennsylvania will have access to overflow parking, if available, in the form of no less than 6 identified parking spots which the Neighbors have access to between the off-hours for the commercial tenants in the Project. The Neighbors, must provide building management its license plate, name, address and phone number which owner can be reached. The vehicle will be moved prior to 7:00AM.
6. Construction planning and communication –

- a. KG commits to working with the Neighbors on construction coordination. Before construction and once general contractors are in place to build certain projects, KG will provide a plan to Neighbors that discusses site logistics, access, parking plan and hours of operation.
 - b. KG will maintain a construction schedule and communicate updates and changes to such schedule as needed to designated member(s) of the Neighbors for planned activities which are disruptive to the Neighbors including, but not limited to: street access restrictions, alley access restrictions, parking restrictions, pile driving, electrical power disruption.
 - c. Other than for emergencies, KG will provide 72 hour notice for any activity that will interrupt access to the alley. KG will restrict all construction activities within Denver city ordinance (7:00am–9:00pm weekdays, and 8:00am – 5pm weekends), including but not limited to: material delivery, dumpster delivery and haul-off, and concrete pouring.
 - d. KG will develop a plan to provide on-site parking, and/or off-site parking for construction personnel to minimize impact to parking access for the Neighbors.
 - e. KG will restrict construction vehicle parking, construction vehicle staging, material staging, or construction material thru-traffic from residential streets e.g. S. Pennsylvania St., E. Arizona St. KG will do its best to limit impact in alley.
 - f. All construction vehicles will be instructed to utilize S. Logan, Buchtel Ave., E. Louisiana to access the 1200 block of S. Pearl.
 - g. KG acknowledges certain homes between 1200 S. Pennsylvania and 1299 S. Pennsylvania were built circa 1893, and will make efforts to minimize activities such as pile driving which may negatively impact the foundation and structural integrity of existing homes.
7. For any new zoning departing from the currently zoned U-MS-3, any structure built between 1227 S Pearl – 1277 S Pearl St will include affordable units in accordance with Denver Zoning Code and as required for height incentive requirements for U-MS-3 zoning. (See Denver Zoning Code Chapter 27. Article X. Division 2. Sec. 27–224)
 8. Any structure built between 1227 S Pearl – 1277 S Pearl St shall not exceed a height of 75 feet.
 9. The height of any structure built between 1227 S Pearl – 1277 S Pearl St shall abide by upper story setbacks adjacent to a protected district as stipulated by Denver zoning code published July 5, 2023.
 10. Any structure built between 1227 S Pearl – 1277 S Pearl St will restrict outdoor smoking in residences and in the alley on the west side of the structure.

11. The text of this Agreement constitutes the entire agreement between the parties. Any representations, statements, promises or understanding not contained herein shall be of no continued force, effect, or validity.
12. The invalidity in whole or in part of any provision hereof shall not affect the validity of any other provisions hereof and this Agreement shall remain in full force and effect except as to such invalid provision.
13. Items 6 –14 of the Agreement shall inure to the benefit of and be binding upon the heirs, successors and assigns of the parties hereto.
14. This Agreement may not be amended except in writing by mutual agreement of the parties

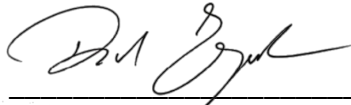
In exchange for the above commitments by KG in this Good Neighbor Agreement, the undersigned Neighbors agree to support the KG rezoning from U–MS-3 to U–MS-5 for the Project.

Executed and effective as of the latest date set forth below:



Date: 12/4/2023

567 E Louisiana LLC



David Eyvazzadeh

Date: Dec. 11, 2023

1200 – 1299 S. Pennsylvania Neighbors

1236 S. Pennsylvania St

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Executed and effective as of the latest date set forth below:



Date: 12/4/2023

567 E Louisiana LLC

Jolon and Sarah Clark
1200 – 1299 S. Pennsylvania Neighbors

Date: 12/8/23



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Executed and effective as of the latest date set forth below:



Date: 12/4/2023

567 E Louisiana LLC

1204 S Pennsylvania St. Denver CO 80210
Carolyn Junior



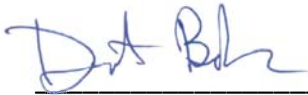
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1200 – 1299 S. Pennsylvania Neighbors

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Executed and effective as of the latest date set forth below:



Date: 12/4/2023

567 E Louisiana LLC

Date: _____

1200 – 1299 S. Pennsylvania Neighbors



NICK DUNASKE, OWNER - 1244 S PENNSYLVANIA ST

DATE: 12/4/23

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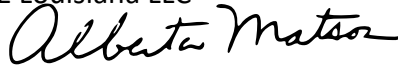
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Executed and effective as of the latest date set forth below:



Date: 12/4/2023

567 E Louisiana LLC



1200 S Pennsylvania St. Denver CO 80210

Alberta Matson

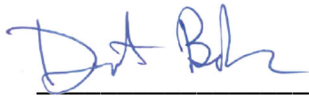
Date: 12/4/2023

1200 – 1299 S. Pennsylvania Neighbors

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Executed and effective as of the latest date set forth below:



Date: 12/4/2023

567 E Louisiana LLC

Date: _____

1200 – 1299 S. Pennsylvania Neighbors



Date: 12/10/2023

1228 S Pennsylvania St

11. The text of this Agreement constitutes the entire agreement between the parties. Any representations, statements, promises or understanding not contained herein shall be of no continued force, effect, or validity.
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Executed and effective as of the latest date set forth below:



Date: 12/4/2023

567 E Louisiana LLC

Date: _____

1200 – 1299 S. Pennsylvania Neighbors

Kathryn Ost

Kathryn Ost, Owner - 1268 S Pennsylvania St

Date: 12/11/23