



GOOD NEIGHBOR AGREEMENT
Yuma Way LLC DBA Lowell Gardens
3609 W. 49th Ave, Denver CO

CONCERNING A RETAIL MARIJUANA STORE AND MEDICAL MARIJUANA LICENSE

THIS AGREEMENT is entered into by and between the Berkeley Regis United Neighbors, a registered neighborhood association in the City and County of Denver, ("BRUN") and **Yuma Way LLC DBA Lowell Gardens** ("the Applicant").

- A. BRUN is a registered neighborhood organization in Denver, Colorado whose neighborhood contains the premises at **3609 W. 49th Ave, Denver CO**.
- B. The Applicant has applied for a **RETAIL MARIJUANA STORE AND MEDICAL MARIJUANA LICENSE** for **3609 W. 49th Ave, Denver CO** which location is herein referred to as the "Premises".
- C. As a material document for Applicant, its pending application and it's publicly voiced desire to be a "Good Neighbor", BRUN desires to obtain certain agreements of the Applicant.

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

Applicant agrees it will abide by all laws and regulations pertaining to the sale of Cannabis on the Premises, and further agrees to abide by all City of Denver ordinances and laws of the State of Colorado.

In addition, Applicant agrees it will act in a manner not inconsistent with or adverse to the quiet and peaceful enjoyment of neighborhood residential and business premises and will abide by the following conditions:

1. Applicant will cease all sales and customer use of the Premises from 10:00 pm to 8:00am. "Use" shall include actions such that the Premises shall be free from activity other than closing or opening procedures during these hours. Smoking, consumption and loitering shall be prohibited in and on premises as well as the alley and 49th Avenue between Meade and Lowell by staff and patrons and management will noticeably enforce this.
2. There will be no exterior music and all music or sound from inside the Premises no louder than 55 decibels at the edge of the Premises or as consistent with the Denver Municipal Code, whichever is lower. Owner shall install noticeable signage requesting patrons respect neighbors and keep noise to a minimum as they enter and exit the Premises.
3. Engage a commercial trash service for removal of all trash, glass and other rubbish from the Premises. Prohibit the emptying of glass and/or recycling from inside the Premises into outside dumpsters or containers between the hours of 10:00 PM and 8:00 AM; and pickup of all trash, recycling or composting from the Premises between the hours of 9:00 PM and 8:00AM.
4. Applicant agrees as they publicly stated, to have their staff walk 49th Avenue between Meade and Lowell every few hours during business hours to remove and debris and littering possibly generated by their customer traffic.
5. Applicant agrees to take extensive, public, print and visible effort to encourage dominant foot traffic business. Applicant to coordinate parking restrictions with DOTI curbside access plans and make efforts to coordinate short term parking signage on 49th between Lowell and the alley. Applicant also agrees to take extensive measures through all their social media, in store and store front signage to deter all customers from blocking the south and north 49th Avenue alley's between Meade and Lowell, as well as any extended residential parking other than 49th Avenue between Meade and Lowell.
Commercial truck deliveries where temporary parking may be required shall be limited to between the hours of 10am and 4pm. Applicant will strictly adhere to DOTI double parking standards and provide proper signage for such activities

6. Applicant agrees as they publicly stated to notify and prohibit their staff from parking within two blocks of the location, preferably on 49th Avenue and not in front of entrances to any residences.

7. Applicant agrees to make considerable effort to adhere to any and all forms of additional sustainable practices in the form of lighting, as well as the full potential for material recycling throughout their establishment. Building mounted lighting shall be provided with directional ability with full cut off features so that security lighting does not bleed into residential neighborhood properties. Similarly, security camera coverage shall be limited to allies and sidewalks and not to adjacent back yards.

8. Applicant shall attempt to manage and limit line queuing of patrons to only the extent of storefront frontage and not the alley and will provide exterior security and continuous management of wait lines.

Applicant shall notify BRUN no less than 15 calendar days prior to any proposed transfer of the license or Applicant's interest in the Premises. Applicant shall include all the terms of this Agreement in any transfer of this license so all the terms of this Agreement shall be thus binding on the Applicant's transferees, heirs, successors and assigns. In addition, if Applicant transfers any interest of Applicant in or to the Premises, Applicant shall cause the transferee to assume Applicant's obligations under this Agreement.

Should a good faith, unresolved neighborhood complaint be made to BRUN regarding the operation of Applicant's business in express violation of the terms of this Agreement, BRUN will use reasonable commercial efforts to transmit the complaint to the Applicant within one week after receiving the complaint.

Should either party believe that the other party is in default or violation of this Agreement, the party not in breach shall notify the other in writing of the alleged event constituting breach of this Agreement. Upon receipt of such notice, the receiving party shall have fifteen (15) calendar days within which to affect a cure of the alleged breach, or such longer time as may be reasonably required in the circumstances, provided that the party having received notice of breach shall make reasonable, diligent efforts to cure such alleged breach. If a cure does not occur, such issue shall be referred to mediation through the City of Denver.

Except in emergencies or potentially irreversible threats to the well-being, peace and/or quiet of the neighborhood, each party agrees to forebear from making formal complaints about violations of this Agreement to the Department of Excise and Licenses or other agencies of the City and County of Denver until after written notice, the corrective period and a reasonable attempt to mediate have elapsed. However, it is understood that BRUN cannot prevent individual members/neighbors from making such formal complaints.

If applicable, Both the Applicant and BRUN request that the City of Denver include in the license conditions numbers 1, 4 and 5 above, that the license be conditioned on the terms of this Agreement and that this Agreement be added to the Applicant's file representing part of the "needs and desires" of the neighborhood.

This Agreement is the entire agreement between the parties. No provision of this Agreement may be modified without the written consent of the parties which consent shall not be unreasonably withheld, conditioned or delayed, especially if required Applicant to prevent a default under the Premises lease. Any waiver of any provisions will not be valid or enforceable unless in writing and signed by all parties.

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:
BERKELEY REGIS UNITED NEIGHBORS

Signed: _____

Date: _____

Steven Teitelbaum, President, BRUN

APPLICANT: Yuma Way LLC by Kirill Merkulov, Manager

Signed: _____

Date: 01/28/2021

A Principal of Yuma Way LLC DBA Lowell Gardens