

**Statement of Members of the Park Hill Golf Course Citizens Advisory Committee
in Response to the Document Titled “A Vision for the future of Park Hill Golf
Course Property” Published by Clayton Early Learning October, 2018**

This statement is submitted by the following members of the Park Hill Golf Course Citizens Advisory Committee (“PCAC”) in response to the document titled “A Vision for the future of Park Hill Golf Course Property” (“Clayton Vision Document”) published by Clayton Early Learning (“Clayton”) October, 2018: Brad Cameron, Kevin Doyle, Drew Dutcher, Georgia Garnsey, Alice Kelly, Jacqui Lansing, David Martin, Tracey MacDermott, Owetta McNeil, and Jeff Romeo. We respectfully request Clayton to include this statement in its official “Clayton Visioning Process” records along with the Clayton Vision Document as a formal submission by us. Additionally, we request that Clayton post this statement on its website www.futureofparkhillgolfcourse.com under the “Presentations” tab and that it provide a copy of the statement to any person who requests a copy of the Clayton Vision Document.

All of us participated actively in the Clayton Visioning Process that Clayton began in late 2016 to address the future of the Park Hill Golf Course (“PHGC”) land. Clayton advised us that the purpose of the Clayton Visioning Process was to discuss the future of the PHGC land based upon Clayton’s articulated understanding that the golf course lessee would not be exercising its option to renew the lease that was due to expire on December 31, 2018. At the last PCAC meeting on July 19, 2018, Clayton and its consultants discussed the fact that Clayton intended to produce some type of report regarding the Clayton Visioning Process. A request was made that the PCAC members be given an opportunity to review and comment upon the report prior to its finalization. In fact, none of us was given an opportunity to review any draft of the report. We first received what appears to be a final version of the Clayton Vision Document on December 14, 2018 when we received copies from Clayton’s consulting firm CRL Associates. Therefore, this document is our first, and likely our only, opportunity to provide input regarding the Clayton Vision Document.

The Fundamental Fatal Flaw: Clayton's Glossing Over It's Relinquishment of It's PHGC Land Development Rights in 1997 for \$2 Million

The fundamental fatal flaw of the Clayton Vision Document is that Clayton glosses over the fact that in 1997 it relinquished the development rights for the PHGC land in exchange for \$2 million paid to it by the City. The PHGC land is zoned OS-B (Open Space-Recreation) and is protected by the perpetual open space conservation easement that the city purchased on November 4, 1997 from Clayton in exchange for \$2 million. The stated purpose of the open space conservation easement is "to vest a real property interest in (the city) that provides for the conservation of the Golf Course Land as open space...." Therefore, Clayton in perpetuity relinquished its right to develop the PHGC land in exchange for this \$2 million payment. The open space conservation easement was recorded at Reception No. 9700159758. Although the open space conservation easement was subsequently released in accordance with the agency agreement entered into between the City and Clayton on October 13, 2000, the agency agreement provides that--upon its termination either on October 13, 2099 or upon Clayton's earlier decision to terminate it—Clayton is obligated to re-grant the open space conservation easement to the City. Under the terms of the agency agreement, Clayton holds title to the PHGC land "as agent of the City, to hold for the benefit of the citizens of the City and the general public...." The agency agreement was recorded on December 1, 2000 at Reception No. 2000175267.

In Clayton's Vision Document, Clayton finesses the uncomfortable fact that--when it needed money in 1997--the City paid it \$2 million in exchange for the perpetual open space conservation easement. The only place in the Clayton Vision Document where it comes close to acknowledging this fact is on page 44 where it states: "Clayton and the City are parties to an Agency Agreement which addresses property tax issues and restricts current use of the land to golf. This Agreement can be amended by the two parties to the Agreement." At best, these two sentences constitute a disingenuous and incomplete explanation of the

applicable agreements with the City that prevent development of the PHGC land in perpetuity.

This obfuscation in Clayton's Vision Document is consistent with Clayton's consistent efforts to avoid this fundamental issue throughout the entire Clayton Visioning Process. Members of the PCAC and others in the community repeatedly asked Clayton's President and CEO to explain why—having relinquished its development rights for the PHGC land in 1997 for \$2 million—Clayton now believes that it should be able to tear up the perpetual open space conservation easement and sell the land to third parties for development. Simply put, the only response to these questions was effectively that Clayton was experiencing "seller's remorse," *i.e.*, the conservation easement agreements can be amended and Clayton now wants significantly more than the \$2 million that it negotiated for and received from the City when it relinquished its development rights in 1997. Regardless of Clayton's current financial needs and its recognition of potential current market values for the PHGC land, we believe that—as a matter of public policy—there is no legitimate basis for the City to change the open space zoning and permit Clayton now to renege on its 1997 agreement.

Engrained Bias in the Clayton Visioning Process for Development of the PHGC Land

From its inception, the Clayton Visioning Process was tainted by an engrained bias for development of the PHGC land. Ignoring the perpetual open space conservation easement, Clayton and its consultants, including CRL Associates, started the Clayton Visioning Process by discussing the valuable services provided by Clayton Early Learning and stating that the outcome of the exercise needed to insure that Clayton would receive at least \$24 million or \$1 million per year from the PHGC land. From the beginning of the Clayton Visioning Process it became clear that Clayton and its consultants were directing the process toward a "vision" for significant development of the PHGC land. Despite the frustration of this recognition and the consultants' tight structuring of the meetings, we continued to participate in good faith to articulate our concerns about the process and our

desire to maintain the PHGC land as open space protected by the perpetual open space conservation easement.

The Ball and Bucket Land Use Game

One of the most glaring examples of this process bias was “The Ball and Bucket Land Use Game” that its consultants prepared for the PCAC members to play at one of the early PCAC meetings. In this game, small groups of PCAC members received balls of five sizes with each representing one acre of the 155-acre PHGC land. From the smallest to the largest size, the balls represented different monetary values from “low” value to “low/medium” value to “medium” value to “high” value to “very high” value. The participants also received cards reflecting various possible uses for the land such as high density housing, middle density housing, low density housing, parks, recreation, open space, retail, commercial, affordable housing, and community facilities. For each possible land use that participants might select, the card showed the minimum number of a particular type (*e.g.*, “medium” monetary value) of balls (or acres) that would be placed in the bucket. For example, if participants might select a particular land use that had a “medium” monetary value and that required a minimum of ten balls (or acres), they would put ten of the “medium” size balls into the bucket. The participants were told that the stated goal of the game was as follows: “To get to 155 balls (equaling 155 acres) and AT LEAST 1 lb., 8oz (24 oz) on the scale. This means you will have used all 155 acres and accumulated at least \$24 Million of value for Clayton Early Learning to continue to operate.” Not surprisingly, participants selecting open space land use with ascribed “low” monetary value per acre could never get anywhere near \$24 million worth of balls into the bucket. The Ball and Bucket Game results obviously produced no meaningful information regarding community land use preferences for the PHGC land unless the premise is accepted that the objective of the Clayton Visioning Process was to provide Clayton with \$24 million from sale of the land.

Clayton’s “Community Survey”

Another example of the inherent bias of the Clayton Visioning Process is the biased and flawed “Community Survey” that Clayton and its consultants prepared

and conducted early in the process. Contrary to the statement on page 15 of the Clayton Vision Document, PCAC members were given no opportunity to participate in preparing the survey.

Rather than seeking objective and unbiased information about respondents' land use desires for the PHGC land, the first substantive survey question asked:

"How familiar are you with Clayton Early Learning and its educational, training and research programs that benefit over 20,000 children annually, many of whom live in this community and may have limited opportunity?"

Then, after asking how much respondents used various amenities of the PHGC land in the prior two years, the survey asked:

"Clayton Early Learning relies on revenue generated from the property on which the Park Hill Golf Course sits as a major source of funding for its educational programs benefitting children. However, demand for golf has been dropping nationwide and the property is losing money every year. Knowing this, how supportive are you of finding different uses for some or all of the property in the future so that the continuing early education needs of the community can be met?"

The survey then asked:

"There are many ways this 155-acre property could be used in the future. Keeping in mind that the property must generate sufficient income to allow Clayton Early Learning to continue serving the early educational needs of children in this community, please review the list of potential uses below and choose your TOP 3 preferences."

Respondents were not told that they had the option of picking only one preference.

Unquestionably, this "Community Survey" was tainted by its focus on generating money for Clayton and by its failure to give respondents the option of stating that their only land use preference was open space and recreation consistent with the open space zoning and the perpetual open space conservation easement.

Notwithstanding these flaws and biases, 50.41% of the survey respondents listed “park/open space/community garden” as one of the top three choices and 47.31% listed “recreation (such as a pool, golf course, driving range, etc..)” as one of the top three choices.

Additional Flaws in the Clayton Vision Document

The Supposed Food Desert Issue

To the extent that the Clayton Vision Document might suggest that the PHGC area is a food desert it ignores the Park Hill Supermarket located at 3770 East 40th Avenue. The Park Hill Supermarket is a large wholesale and retail grocery store selling basic staples and a wide variety of food including fine fresh produce, seafood and meat.

Health and Environmental Issues

The Clayton Vision Document fails adequately to address the critical health and environmental need to preserve open space in Denver. As Mayor Hancock stated on October 3, 2017, “(i)n a city nearing 700,000 people it’s never been more important to protect, preserve and grow our parks and recreational opportunities.” Additionally, for example, many parts of the current draft Denveright documents address these issues:

- “Rapid climate change...is an increasing problem for our city.... Without significant action, our city could experience infrastructure damage, drought and constrained water supply, reduced tree canopy, large power outages during hot summer months, lower air quality and higher rates of asthma, and loss of water quality and aquatic life.” (Draft Comprehensive Plan, 51)
- The environment is changing. “Environmental issues of climate change in Denver are complex and multifaceted, from too much heat to too little water in some areas, and too much water in others. Today, the Denver region is experiencing an increase in temperatures, more storms with

flooding, and longer periods of drought. Future summers are predicted to be hotter, with an average high of 96 degrees—more like summers in far south Texas today.” (Draft Game Plan, page 26)

- Denver is at an acute turning point. “Cities can no longer plan for or describe parks, open spaces, urban forests, and recreation centers, as singular amenities—the ‘nice-to-haves’ as [DPR] Director Happy Haynes described it. Rather, they are essential factors of community-building that have demonstrated their transformative value on the health and vitality of communities across America.” (Draft Game Plan, page 21)
- Parks are not keeping up with growth. “From 2010-2016 the city experienced an 11% growth while park space only grew by 1%. Denver’s park access of 9 acres per thousand residents is well below the national average of 13.” (Draft Game Plan, page 12)
- The urban forest is threatened. “Denver’s urban tree forest canopy is one of the lowest in ranked cities and every 1 in 6 trees are threatened by the Emerald Ash Borer.” (Draft Game Plan, page 13)
- Obesity is rising. “Nearly 1 in 6 children is obese and 52% of Denver’s residential parcels are not within a 10 minute walk of a playground.” (Draft Game Plan, page 13)
- Citizens have limited access to nature. “Many neighborhoods do not have walking access to places to experience nature...” (Draft Game Plan, page 13)
- Parks, recreation, and the urban forest are vital infrastructure to our city’s health. “Trees and vegetation in our parks as well as along our parkways and streets help clean the air we breathe and provide shade that decreases the cooling load on our energy infrastructure during our hot months. Our parks and urban forests hold, clean, and infiltrate stormwater, decreasing the load on our storm sewer system.... Investment in parks and recreation infrastructure has a positive ripple effect of benefits throughout our city.” (Draft Game Plan, page 14)
- The city’s Year 2040 Goal 6 of the “Environmentally Resilient Vision Element” is to “protect and expand Denver’s green infrastructure

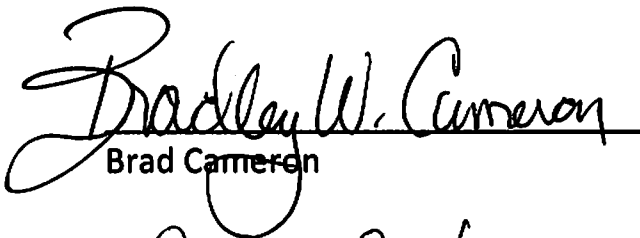
network.” This goal includes the following: “recognize parks, public space, trees and plants as vital elements of green infrastructure and ensure that the provision of these elements keeps pace with Denver’s growth;” “maintain and expand the citywide tree canopy;” and “preserve and enhance the city’s system of parkland and adapt park landscapes to be more climate and heat resistant.” (Draft Comprehensive Plan, 54)


- The city’s Year 2040 Goal 1 of the “Healthy and Active Vision Element” to “create and enhance environments that support physical activity and healthy living.” This goal includes the following: “recognize parks, recreation and the urban forest as vital components of a complete community” and “design safe public spaces and recreational areas.” (Draft Comprehensive Plan, 58)

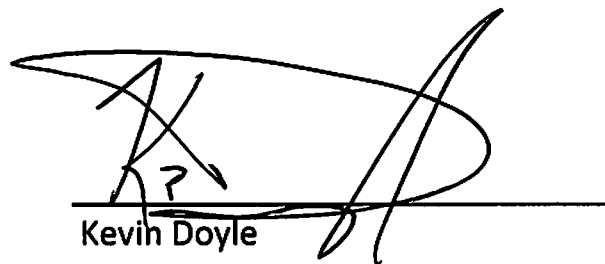
Positions Regarding PHGC Land Use of PCAC Members Attending Final PCAC Meetings

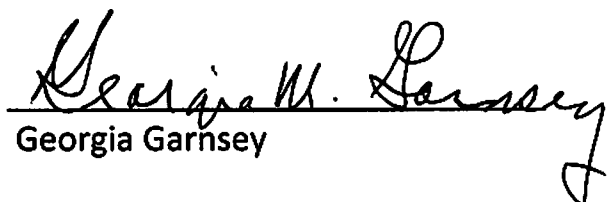
Each of us attended and participated in most of the PCAC meetings and we respectfully submit that many of the individuals identified as PCAC members in the Clayton Vision Document did not regularly attend and participate in the meetings. We respectfully submit that a majority of the PCAC members who attended and participated in the final PCAC meetings strongly supported preserving the perpetual open space conservation easement and maintaining the open space zoned land use for the PHGC land.

January 13, 2019

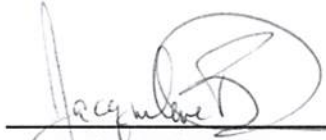

Brad Cameron

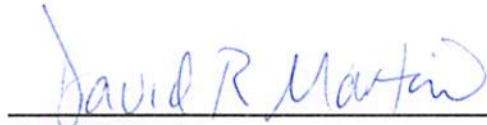

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