

## **CITY PARK FRIENDS AND NEIGHBORS: RESOLUTION REGARDING PARK HILL GOLF COURSE LAND**

**WHEREAS**, in 1997, the Clayton Trust (“Clayton”) apparently needed money and the City paid Clayton \$2 million in exchange for a conservation easement on the Park Hill Golf Course (“PHGC”) land. The purpose of the conservation easement was “for the conservation of the Golf Course Land as open space and for the continued existence and operation of a regulation-length 18-hole daily fee public golf course in its present location....”

**WHEREAS**, in 2000-- for the purpose of relieving Clayton’s property tax obligations—the City and Clayton entered into an “Agency Agreement” providing that “the City will hold the beneficial ownership of the Golf Course Land for the ultimate benefit of [Clayton] while [Clayton], through [Clayton’s Foundation], will operate the Golf Course Land as the City’s agent to ensure that the Golf Course Land is preserved as open space and the Golf Course remains a regulation-length 18-hole daily fee public golf course.” Pursuant to the Agency Agreement, the recorded 1997 conservation easement was removed.

**WHEREAS**, the term of the Agency Agreement is through October 13, 2099. The Agency Agreement provides that if it terminates at the end of its term in 2099, Clayton must convey the PHGC land to the City “for the use and benefit of the citizens of the City and the general public.” The Agency Agreement also provides that if Clayton voluntarily terminates the agreement prior to 2099 Clayton may acquire title to the GPHC land subject to its obligation “to grant a conservation easement to the City...that will ensure that the Golf Course Land is used only for the Golf Course and related activities.”

**WHEREAS**, in order to ensure that the PHGC land will be preserved as open space, the City both paid Clayton \$2 million and relieved Clayton from property taxes.

**WHEREAS**, Clayton currently has no legal right to sell any of the PHGC land free of the open space conservation easement that the City acquired for the benefit of its citizens and the general public.

**WHEREAS**, on September 21, 2017, a complicated proposed agreement between the City and Clayton was publicly released that, among other things, would divide the 155 acres of the PHGC land into two parcels – 50% of the property that would be sold in fee title directly to the City for \$10 million (Art. 2) and the remaining 50% that would be “leased” to the City (Art. 3.1). All of the PHGC land would subject to potential sale to third parties depending on the outcome of a “Visioning / Master Plan” process (Art. 7).

**WHEREAS**, one of the mayor’s Deputy Chiefs of Staff has stated that the proposed agreement could result in 100% development of the PHGC land.

**NOW THEREFORE**, City Park Friends and Neighbors respectfully requests that the City officials of the City and County of Denver:

1. To withdraw the proposed agreement between the City and Clayton regarding the PHGC land.
2. To take steps necessary for the City to acquire the PHGC land and preserve it as park land and open space consistent with the conservation easement acquired by the City in 1997 for \$2 million.
3. If the City officials want to provide additional financial support to Clayton’s valuable early childhood education programs, to do so in a fully transparent manner through the appropriate budgeting and legislative processes related to supporting comparable programs.