# REQUEST FOR PUBLIC PURPOSE DETERMINATION

**Pursuant to Colorado HB 25-1289 and Section 39-3-124, C.R.S.**

## CITY COUNCIL SUMMARY

| Item | Summary |
|---|---|
| **Properties / Parcels** | 07084-11-016-000; 07084-11-017-000; 07084-11-006-000; 07084-11-010-000; 07084-11-015-000; 07084-11-014-000; 07084-11-009-000; 07084-11-018-000; 07084-11-019-000 |
| **Metropolitan District** | Belleview Station Metropolitan District No. 1 |
| **Primary Public Use** | Public multi-use nature trail and managed open space north of Union Avenue, operated by the District for recreation, pedestrian circulation, and light-rail access; open year-round during posted dawn-to-dusk hours. |
| **Demonstrated Public Need** | COVID-era growth in outdoor use created increased recreation and pedestrian demand, together with public-safety, sanitation, maintenance, and active-management needs in the northern sub-area. |
| **Private Use of Properties** | No. The District retains possession and control, and no private person has a leasehold interest, exclusive possession, or control of the properties. |
| **Conflict-of-Interest Disclosure** | Disclosures have been filed. Some district board members, or their family members, are also minority shareholders in Madre Investment Co. LLC (Property Owner / Lessor) |
| **Requested Determination** | Determine that the District's stated public uses of the leased properties are presently in operation and being provided to the public, and that the leased properties are therefore used for a public purpose. |

## 1. PROPERTY AND APPLICANT INFORMATION

**Metropolitan District:** Belleview Station Metropolitan District No. 1

**Property Owner:** Madre Investment Co. LLC

**Property Address(es):** No official address.

**County Parcel/Schedule Numbers:**

- 07084-11-016-000
- 07084-11-017-000
- 07084-11-006-000
- 07084-11-010-000
- 07084-11-015-000
- 07084-11-014-000
- 07084-11-009-000
- 07084-11-018-000
- 07084-11-019-000

**Legal Description:** Belleview Station Filing 4, Block 1, Lots 1,2,3

**Lease or Rental Agreement Date:** May 1, 2023

**Lease Term:** The lease will terminate on April 30, 2028, unless mutually extended in writing.

## 2. GOVERNMENTAL ROLES AND PUBLIC-PURPOSE REVIEW

Metropolitan districts are political subdivisions established under State law to provide authorized public services and infrastructure. The City approved the District's Service Plan, pursuant to state law, and the scope of services it may provide at Belleview Station. The District is responsible for implementing those services as local conditions and development phases evolve.

High-density transit-oriented development concentrates residents, employees, visitors, and activity within a relatively small area, creating an immediate need for public space, recreation, circulation, access, parking management, and other shared amenities as development occurs.

Leasing is the practical tool that allows those public uses to be provided on property that is not yet in its ultimate permanent configuration. Section 39-3-124 expressly accommodates public-purpose use of leased property under agreements extending for at least one year, providing enough duration for a real public use to be established while preserving the flexibility necessary in a phased development. At Belleview Station, that structure allows the District to place property into public service as density is created, so the public realm can keep pace with the development it is intended to serve.

Section 39-3-124 has long recognized that privately owned property leased to a political subdivision may receive exempt tax treatment when used by that public entity for its purposes. HB25-1289 adds a new review process for metropolitan districts, requiring disclosure of the District's use and authority, any private use, and applicable conflicts, while directing the governing body to determine whether the leased property is used for a public purpose.

It does not ask the governing body to determine whether the resulting tax treatment is appropriate, proportionate, or balanced against the amount of public benefit provided. Those tax consequences follow from the public-purpose determination established by statute. The public use is the operative fact. The tax treatment is a statutory by-product of that use, and any private financial benefit associated with that treatment is secondary to the District's provision of public uses and services.

The District's participation in that review is without waiver of any rights or claims concerning the constitutionality or application of § 39-3-124, C.R.S. The review should therefore focus on whether the District is actually carrying out the stated public functions on the properties and whether those functions are consistent with the public purposes reflected in its Service Plan, Colorado case law, and Denver's own adopted plans and treatment of comparable public facilities and uses.

## 3. DESCRIPTION OF PROPERTIES

The subject properties comprise a District-operated public trail and managed open-space system north of Union Avenue within Subarea 2 of Belleview Station, including the publicly usable landscape surrounding the trail and pond.

The trail is a public multi-use trail for walking, bicycling, recreation, and pedestrian access. It substantially follows the north-south trail alignment shown in the City-approved Belleview Station Transit Oriented Development General Development Plan (GDP) and connects at Union Avenue and Newport Street to the RTD sidewalk serving the Belleview light-rail station.

The surrounding open space is a public landscape and recreation amenity. It includes the pond, native and dryland vegetation, and publicly accessible open-space areas contemplated for Subarea 2 by the GDP and Belleview Station Urban Design Standards and Guidelines (UDSG).

The trail and managed open space are open to the general public year-round during posted dawn-to-dusk hours. No residency, membership, purchase, or fee is required.

## 4. PUBLIC PURPOSE

**District Use.** The District constructed and now operates the trail and managed open space. It establishes and posts rules and hours, maintains the trail and open space, and contracts for security and cleaning.

**Public Need and District Response.** Beginning during the COVID period in 2020, the northern sub-area of Belleview Station, where the trail and detention pond are now located, experienced a substantial increase in use and activity. Over time, that increased use created growing demand for outdoor recreation and pedestrian access, while also creating significant public-safety, sanitation, maintenance, and property-management challenges.

By 2023, those conditions had intensified to the point that a more formal public-management structure was necessary. The District entered into the lease and formalized the open-space trail as a managed public facility, with defined access, posted rules and regulations, maintenance responsibilities, and improved access for police, emergency, and maintenance personnel.

Those measures allowed the District to address unsafe, unsanitary, unauthorized, or otherwise incompatible uses of the property while preserving the area for public recreation, walking, exercise, and pedestrian circulation.

The trail was therefore not created merely as an amenity. It was the culmination of a multi-year District response to evolving recreation, access, sanitation, management, and public-safety needs that became increasingly apparent in the northern sub-area beginning in 2020.

Those initial conditions explain why the District acted in 2023. Although use was especially heavy during the COVID period, the trail and open space have continued to see steady public use and now serve an established need for walking, dog exercise, recreation, pedestrian access, and managed outdoor space.

**Public Purpose Served.**
The residential, office, retail, and hospitality density already developed at Belleview Station creates a present need for accessible open space, recreation, and pedestrian connections. The City-approved GDP anticipated that need by depicting and requiring a trail nearly exactly where it exists today as well as identifying this portion of Belleview Station to accommodate a substantial share of the development's required open space.

The lease allows the District to meet that need now, rather than requiring the public to wait for final buildout. Residents, employees, visitors, and transit users are already using and enjoying the trail and open space in the manner contemplated by the GDP. As Belleview Station's density increases, the surrounding area will transition into the more permanent open-space and public-realm improvements required by the plan, preserving and expanding the same public function. The present condition is therefore phase-appropriate implementation of the GDP, with the lease allowing the District to deliver the public amenity ahead of development rather than behind it, addressing the current need.

## 5. AUTHORITY FOR THE METROPOLITAN DISTRICT'S USE

As described in Section 2, metropolitan districts are political subdivisions established under State law to provide authorized public services and infrastructure. Pursuant to Title 32, the City approved the District's Service Plan July 11, 2005, and the scope of services it may provide at Belleview Station in addition to applicable provisions of the Colorado Special District Act.

The Service Plan expressly authorizes Park and Recreation Improvements in Section V.A.6 and related public improvements. These authorities encompass the District's operation of the public trail and managed open-space system and its role in access, circulation, landscape, maintenance, and management.

Denver's adopted plans reinforce that these are recognized public functions. The Belleview Station GDP and UDSG specifically identify the northern multi-use trail, pond, aggregated open space, pedestrian connections, and publicly accessible landscape as elements of the planned public realm.
HB25-1289 asks the City to determine whether the District's stated public uses of the leased properties are presently in operation and being provided to the public, and whether the leased properties are therefore used for a public purpose. They are. The current trail and managed open-space system substantially implements the northern public realm Denver already planned and required, in substantially the contemplated location and with the drought-tolerant native landscape called for in the GDP and UDSG. The permanent configuration will evolve as Belleview Station builds out, but the planned public function is already operating today.

## 6. PRIVATE USE OF THE PROPERTIES

**Are any portions of the properties used by a private person for private purposes?**

☒ No. The District has not leased the properties to a private person for private purposes.

☐ Yes. [Describe the nature, extent, and purpose of any private use.]

The properties are operated by the District for public use and benefit. No private person has a leasehold interest, exclusive possession, preferential access, or control of the public trail or managed open-space

system. Public access is not conditioned on residency, membership, employment, tenancy, or patronage of any private business. Future private development does not constitute a present private use of the properties.

## 7. CONFLICT-OF-INTEREST DISCLOSURES

**Has any member of the Metropolitan District's Board of Directors filed an applicable conflict-of-interest disclosure relating to these properties?**

☐ **No.** No applicable conflict-of-interest disclosure relating to these properties has been filed.

☒ **Yes.** An applicable conflict-of-interest disclosure has been filed.

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## 8. REQUESTED PUBLIC PURPOSE DETERMINATION

Based on the information provided in this statement and the supporting documentation, Belleview Station Metropolitan District No. 1 requests that the governing body make the factual findings below and determine whether the District's stated public uses of the leased properties are presently operating and being provided to the public, and whether the leased properties are therefore used for a public purpose.

The District requests the following factual findings based on the evidence presented. The governing body may make such additional findings as it considers appropriate:

| YES | NO | REQUESTED FACTUAL FINDING / DETERMINATION |
|---|---|---|
| ☐ | ☐ | **1. Present Use.** The properties are presently in operation as a public multi-use trail and managed open-space system, including the publicly usable landscape surrounding the trail and pond. |
| ☐ | ☐ | **2. Public Availability**. The trail and managed open space are being provided to the general public year-round during posted dawn-to-dusk hours without a residency, membership, purchase, or fee requirement. |
| ☐ | ☐ | **3. District Responsibility and Control**. The District retains possession and control of the properties and is responsible for their operation, maintenance, security, landscape management, posted rules, and public access. |
| ☐ | ☐ | **4. No Private Leaseback or Possession**. The District has not leased the properties, or their use and possession, back to a private person for private purposes, and no private person has exclusive possession or control of the trail or managed open-space system. |
| ☐ | ☐ | **5. Independent Public Need and District Response.** Increased use of the northern sub-area created demonstrated recreation, access, public-safety, sanitation, maintenance, and management needs, and the District established and operates the trail and managed open space in response to those needs. |
| ☐ | ☐ | **OVERALL PUBLIC PURPOSE DETERMINATION**. Based on the evidence presented, the factual findings above, and such additional findings as the governing body determines appropriate, are the District's stated public uses of the leased properties presently in operation and being provided to the public, and are the leased properties therefore used for a public purpose under applicable Colorado law? |

**ADDITIONAL FINDINGS, IF ANY:**
The governing body may make such additional findings of fact as it considers appropriate based on the evidence presented.

## 9. SUPPORTING DOCUMENTS

The following documents are attached in support of this statement:

☒ Exhibit # 1- Lease Agreement

☒ Exhibit # 2- Trail and Open Space configuration / consistency with Service Plan

☒ Exhibit # 3- Relevant Excerpts from the Service Plan, including Section II and Section V.A.6.

☒ Exhibit # 4- Belleview Station Transit Oriented Development GDP Sheet 10 Excerpt

☒ Exhibit # 5 Consistency with Denver Policy Documents

☒ Exhibit # 6 Schedule Number Map

☒ Exhibit # 7 District Trail Rules, hours and signage documentation

☒ Exhibit # 8 Survey Data and comments.

## 10. CERTIFICATION

The undersigned certifies that the information provided in this Request for Public Purpose Determination is true and correct to the best of their knowledge and that Belleview Station Metropolitan District No. 1 has provided information regarding:

- The District's use of the properties;
- The District's authority to use the properties for the purposes described;
- Any known use of the properties by a private person for private purposes; and
- Any applicable conflict-of-interest disclosures relating to the properties.

**Metropolitan District:** Belleview Station Metropolitan District No. 1

**Submitted By:** Robert E Warren Jr., President

**Signature:** _____

**Date:** _____

**Email:** _____

**Phone:** _____

EXHIBIT 1

**LEASE AGREEMENT**

Belleview Station Metropolitan District No. 1

## LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement") is made to be effective as of May 1, 2023, by and between Madre Investment Co., LLC, a Colorado limited liability company ("Landlord") and Belleview Station Metropolitan District No. 1, a quasi-municipal corporation and political subdivision of the state of Colorado ("Tenant").

## RECITALS

A. Landlord is the owner of certain real property located in the City and County of Denver, Colorado ("Denver") generally located west of Interstate 25, north of East Union Avenue, east of South Newport Way(the "Project").

B. Front Range Land & Development CO. has developed and is continuing to develop the Project as a residential, retail, commercial and office mixed-use project known as Belleview Station.

C. Tenant has been organized to provide for, among other matters, the planning, design, engineering, financing, acquisition, construction, management, completion, operation, maintenance, replacement and repair of certain public improvements for the Project, including the provision of park and recreation facilities.

D. Certain as-yet undeveloped portions of the Project have been used casually by area residents and taxpayers as a nature trail and the Landlord and District have discussed installing certain improvements to allow the area to be used for park and recreation purposes until development of the area is underway.

E. Landlord and Tenant now desire to set forth their respective rights and obligations with respect to the foregoing, all on the terms and provisions set forth herein.

## AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual covenants and agreements set forth here, the parties hereto covenant and agree as follows:

1. Lease of Premises. Landlord hereby leases to Tenant a portion of the Project comprising the real property described in **Exhibit A** attached hereto and incorporated herein by this reference (the "Premises"), for the Term (which is described below in Section 3), subject to the conditions herein.

2. Permitted Use. The Premises may be used and enjoyed by the Tenant as and for a nature trail. The parties intend that the nature trail will be open to the public subject to the promulgation of rules and regulations by the District which, among other things, will restrict the

hours of operation to those consistent with other trails and parks in the City and County of Denver.

3. Term. The term of this Agreement will commence on the Effective Date and will terminate on April 30, 2028, unless mutually extended by the Parties in writing. Within 30 days after the expiration of the Term, Tenant will, at Tenant's sole expense substantially restore the Premises to its condition existing immediately prior to the Effective Date. Landlord hereby grants to tenant a license with respect to the Premises for such 30-day time period in connection with and for the purpose of Tenant's performance of the clean-up and/or removal and restoration activities. This Agreement may also be terminated by the Landlord upon 90 days prior notice to Tenant but only if development of the property is set to commence within 180 days from the date of notice of termination; provided, however, that no termination date may occur in the three hundred and sixty-six days immediately following the Effective Date.. In the event of early termination for development, Landlord and Tenant agree to meet and determine whether restoration of the Premises is necessary or convenient.

4. Obligation of Tenant to Maintain the Nature Trail. Tenant will at its own sole cost and expense, construct and maintain the nature trail and appurtenances. Tenant is obligated remediate and repair any damage caused to the Premises from members of the public, residents of the District and taxpayers of the District. If Tenant abandons the nature trail improvements during the Term, Landlord may cause the nature trail improvements to be removed and any costs and amounts paid for such removal, together with reasonable attorneys' fees incurred in connection therewith, will be immediately due and payable from Tenant to Landlord.

5. Liens and Encumbrances. Tenant will keep the Premises free from any liens or encumbrances arising out of any work performed, materials furnished or obligations incurred by or on behalf of Tenant. If any liens are filed or recorded against the Premises or the Project or any action affecting title thereto is commenced as a result of such work (which term includes the supply of materials), Tenant will cause such liens to be removed of record within 10 days after receiving notice thereof. The foregoing 10-day cure period will be in lieu of the notice and cure provisions of Section 8 (which provisions shall not apply with respect to the matters addressed in this Section 5). If Tenant desires to contest any such claim or lien, Tenant will file a bond with the appropriate court and obtain a release of such lien pursuant to C.R.S. $ 38-22-132, as amended. If a final judgment establishing the validity or existence of any lien for any amount is entered, Tenant will immediately pay and satisfy the same. If Tenant fails to pay any charge for which a mechanic's lien or suit to foreclose such lien has been recorded or filed and Tenant has not bonded over such lien as provided above, Landlord may (but without being required to do so) pay such lien or claim and any costs and amounts so paid, together with reasonable attorneys' fees incurred in connection therewith, will be immediately due and payable from Tenant to Landlord.

6. Taxes and Assessments. Tenant will pay all real estate taxes and assessments assessed against the Premises and the nature trail improvements, including, without limitation, special district or improvement district assessments, assessments levied by any property owners' association in the Project, and any interest and/or late charges payable with respect to installment payments of such taxes and assessments. For the avoidance of doubt, during the Term, Tenant will own the nature trail improvements constructed by or on behalf of Tenant and Landlord will

have no right, title or interest in or to the nature trail improvements. Tenant will also timely pay any business or other type of license fee, tax or assessment incurred by Tenant with respect to the Premises or this Agreement including, without limitation, any sales tax, parking tax, license fee, levy, import or other charge which Tenant may be required by law, ordinance or other governmental regulation to pay in connection with the operation of the nature trail improvements on the Premises. Notwithstanding the foregoing, it is Landlord's and Tenant's intent that, to the extent permitted by applicable law, the Premises be exempt from *ad valorem* property taxes. Landlord and Tenant specifically intend that this Agreement shall be exempt from taxation pursuant to the provisions of Section 39-3-124, Colorado Revised Statutes, including any successor statute thereto. In furtherance of the foregoing, Tenant will, from time to time as necessary, submit and prosecute an application with the Denver assessor for approval of an exemption for the Premises from *ad valorem* property taxes; provided, however, it will not be a default of Tenant under this Agreement if Denver fails to approve the exemption, so long as Tenant has made a good faith effort to obtain such approval.

7. Insurance. During entire Term, Tenant will maintain commercial general liability insurance insuring against claims for death, personal injury or property damage arising out Tenant's or any Permittee's use of the Premises and including contractual liability coverage. Such insurance will be written for aggregate limits of liability (basic coverage and umbrella) of not less than $1,000,000 combined single limit coverage for bodily injury and property damage on an occurrence basis and will be with insurance companies authorized to do business in the State of Colorado that are reasonably acceptable to Landlord. The policy providing such commercial general liability insurance will name Landlord as an additional insured. Such policy will be written as a primary policy not contributing with, and not in excess of, insurance coverage which Landlord may carry from time to time and will provide that Landlord's coverage or interest under such policy will not be affected by an act or omission of Tenant. The insurance will provide that the insurer will supply Landlord with 30 days' prior written notice of any potential lapse, termination or amendment. To the extent required by law, Tenant will also carry worker's compensation insurance and require all of its contractors and subcontractors to carry such insurance as may be required by law. Tenant will provide Landlord proof of the insurance described in this Section 7, which proof may consist of a certificate of insurance and/or copies of policies.

To the extent permitted by law, Tenant will defend and hold harmless the Landlord, its officers, directors, members, agents and employees from and against any and all claims, actions, causes of action, liability losses, damages, costs or expenses, including reasonable attorney fees, arising out of Tenant's use of the Premises. Landlord is responsible for its own negligence and intentional misconduct. Notwithstanding the foregoing, Landlord has been advised that Tenant is a Colorado local government and that the Colorado courts have never upheld an indemnification provision given by a Colorado local government to a private party. See, e.g., *Thyssenkrupp Safeway, Inc. v. Hyland Hills Parks and Recreation Dist.*, 271 P.3d 587 (Colo.2011). Therefore, this indemnification provision may be invalid and unenforceable.

8. Default; Remedies; Attorneys' Fees. If either party defaults on any obligation under this Agreement, and such default remains uncured for 30 days following delivery of notice

from the non-defaulting party to the defaulting party (or, if such default cannot reasonably be cured within a 30-day period, an appropriate cure is not commenced and diligently pursued within such 30-day period), then the non-defaulting party may seek any and all such relief as may be available at law or equity for the default.

9. Notices. All notices, demands or other communications required or permitted to be given hereunder will be in writing and any and all such items will be deemed to have been duly delivered: (i) upon personal delivery; (ii) three business days after mailing by United States mail, certified, return receipt requested, postage prepaid, addressed as follows; (iii) one business day after deposit with FedEx or a similar overnight courier service, addressed as follows; (iv) upon transmitting (if not later than 5:00 p.m. local time) by facsimile or e-mail to the facsimile number or e-mail address set forth below if not later than 5:00 p.m. local time; or (v) one business day after transmitting (if later than 5:00 p.m. local time) by facsimile or e-mail to the facsimile number or e-mail address set forth below:

If to Landlord:

Madre Investment Co., LLC
650 South Cherry Street
Suite 1005
Glendale, Colorado 80246
Attn: Robert E. Warren, Jr.
Phone: (303) 565-1688
Facsimile: none
E-mail: bwarren@madrellc.com

If to Tenant:

Belleview Station Metropolitan District No. 1
c/o Miller Law pllc
1555 California St No 505
Denver CO 80202
Phone: (303 ) 285-5320
E-mail: dmiller@ddmalaw.com

Any address, facsimile number or e-mail address fixed pursuant to the foregoing may be changed by the addressee by notice given pursuant to this Section 9.

10. Assignment and sub-lease. District shall not have the right or power to assign or sub-lease this Agreement or parts thereof, or its respective duties, without the express written consent of Landlord. In the event of the dissolution or termination of the District, the Parties agree that the District may assign to a successor entity any rights, obligations and functions it may have remaining under this Agreement.

11. Modification and Waiver. No purported modification of the terms of this Agreement, or purported waiver by any party of any of its rights and interests hereunder, will be

binding unless and except to the extent specifically set forth in a written instrument executed by the party against whom enforcement of the purported modification or waiver is sought.

12. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties hereto relating to the Services and sets forth the rights, duties and obligations of each to the other as of this date. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified, except by a writing executed by both Vendor and the District. In the event of any conflict between the terms of this Agreement and the terms and conditions contained within **Exhibit A**, the terms and conditions of this Agreement shall control.

13. Severability. The invalidity or unenforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. If any provision of this Agreement or the application thereof to any person, entity or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end, the provisions of this Agreement and each and every provision thereof, are declared to be severable.

14. No Waiver of Governmental Immunity. Nothing herein shall be construed as a waiver of the rights and privileges of the District pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S., as amended from time to time.

15. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Colorado.

16. Counterpart Execution. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this agreement as of the Effective Date.

LANDLORD:

Madre Investment Co., LLC

Robert E. Warren, Jr., Manager

DISTRICT:

Belleview Metropolitan District No. 1

Louis P. Bansbach III, Vice President

ATTEST:

Brooke Maloy, Secretary

**EXHIBIT A**

Legal Description of the Premises

Belleview Station Filing 4,
Block 1,
Lots 1-3
In the City and County of Denver, Colorado

EXECPT:

BELLEVIEW STATION #4 B1 PT L1 & 2 DIF REC# 2013118320 RCD8/9/2013 DAF COM SE COR S8 5S 67W TH N12.0108W 1697.94FTTPOB TH S65.2711W 16.68FT N24.2852W 14.47FT S81.5302W 3.48FT N24.2828W 15.43FT S65.3225W 27.16FT S63.0923W 84.53ETS78.4748W 279.34FT S73.0422W 33.06FT CV/R RAD 107FT ARC23.43FT DELTA 12.3251 CHORD N48.0839W 23.39FT N73.0422E

CERTAIN LAND CONVEYED TO BELLEVIEW STATION METROPOLITAN DISTRICT NO. 1 AND RECORDED WITH CITY AND COUNTY OF DENVER ON 03/29/2023 REC# 2023025391

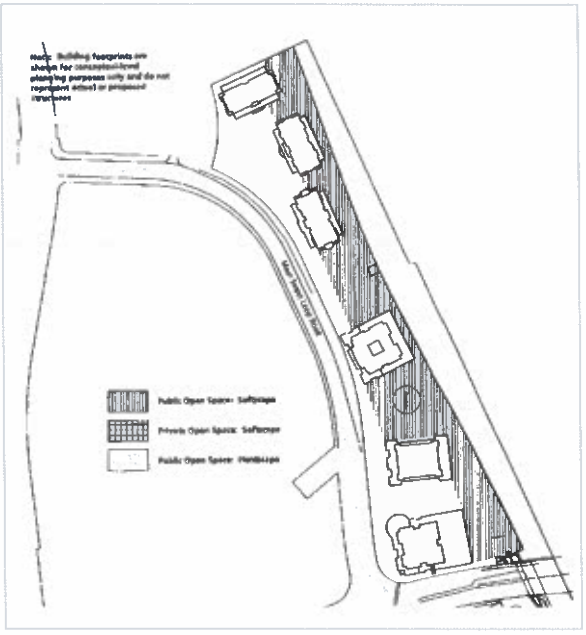
See attached parcel map

# EXHIBIT 2
# PUBLIC TRAIL AND OPEN SPACE

## Existing Public Trail and Open Space



## Service Plan
### Open Space Diagram



**Belleview Station T.O.D.**
**Open Space Plan - March 2005**

Source: Madre Metropolitan District No. 1 Service Plan, July 11, 2005; PDF page 54 of 97 (detail).

The plan labels the hatched area "Public Open Space: Softscape." Building footprints are conceptual, as noted on the original drawing.

Yellow: approximate property and zone-lot lines.

Pond and inlet/outlet property: District-owned.

Surrounding trail and open-space land: District-leased.

Illustrative comparison - not a survey. Panels are at different scales; north is toward the top.

Trail contrast enhanced for visibility. Source diagram retained in its original orientation.

EXHIBIT 3

## RELEVANT EXCERPTS FROM THE SERVICE PLAN

Belleview Station Metropolitan District No. 1

- Name changed from Madre Metropolitan District No. 1.
- Highlights of relevant excerpts provided on original pages.

# MADRE METROPOLITAN DISTRICT NO. 1

DENVER, COLORADO

JULY 11, 2005

# SERVICE PLAN FOR
# MADRE METROPOLITAN DISTRICT NO. 1

## I. INTRODUCTION

This Service Plan for Madre Metropolitan District No. 1 (the "District" or "District 1") is being submitted by Front Range Land and Development Company ("Organizer"), pursuant to the requirements of the Special District Control Act, Section 32-1-201, et seq., Colorado Revised Statutes ("Special District Act"). This Service Plan also provides certain documentation required by the City's Policy Statement regarding statutory districts ("Policy Statement"), and is being submitted in connection with the development project known as the Belleview/I-25 Transit-Oriented Development ("Development").

## II. PURPOSES OF THE DISTRICT

District 1 is a quasi-municipal corporation that is being formed in conjunction with two other districts, Madre Metropolitan District No. 2, a commercial district ("District 2"), and Madre Metropolitan District No. 3, a residential district ("District 3") (collectively, the three districts will be referred to as the "Districts"). Many of the structures in the Development will be designated as mixed-use, and these buildings will be condominiumized so that the commercial portion of the building is included in District 2 and the residential portion of the building in District 3. No property in the Development will be included into more than one District.

As the control district, District 1 will be the entity responsible for coordinating the financing and construction of all public services and improvements, including streets, medians and alleys; traffic and safety signals; water, sewer and storm drainage facilities; and park and recreation facilities throughout the Development (all of which will be referred to as "Improvements"). The Improvements will be for the use and benefit of the residents of District 2 and District 3, as well as

for all citizens in the metropolitan Denver area and the State of Colorado. Upon completion, it is anticipated that District 1 will dedicate the Improvements to the City or to such other governmental entity as appropriate. District 1 intends to maintain the medians and all of the Improvements behind the street curbs.

It is anticipated that District 1 will issue bonds to the developers, and will use the proceeds from those bonds to construct the Improvements. District 2 and District 3 will issue general obligation bonds, and, through an intergovernmental agreement, will pledge the proceeds of those bonds to District 1 to enable District 1 to pay back its debt. Because of the lengthy build-out period of the Development, the use of a control district in addition to two taxing districts will allow the developers to ensure that the Improvements are constructed in coordination with the various phases of the Development, and not sooner. This phased approach will prevent property owners from being taxed for improvements before they are needed.

The Development is not presently served with the facilities or services proposed to be provided by the Districts, nor does the City or any other special district within the City have any plans to provide such facilities or services within a reasonable time and on a comparable basis. One or more of the Districts may enter into an agreement with Goldsmith Metropolitan District ("Goldsmith"), which would allow the Districts to utilize Goldsmith's detention facilities.

Additionally, a relationship between the Districts and the newly-formed Southeast Public Improvement Metropolitan District ("SPIMED") may be formed. SPIMED encompasses the commercial property of several metro districts in the area, and was formed to finance regional transportation improvements and other transportation operations, and may contract with the Regional Transportation District ("RTD") to provide enhanced public transit. It is possible that

District 2 (the commercial district) may opt to seek inclusion into SPIMED once District 2 is formed

The redevelopment of this particular site is of important significance to the City and is illustrative of the pedestrian-oriented, public transit-accessible, mixed-use development concept that will complement the light rail transit station that will be constructed adjacent to the area, and which will have a long-lasting and positive impact on the character, property tax base, employment base and public health and safety of the surrounding area. The use of the District to construct the public infrastructure associated with the Development will allow for the provision of requisite public infrastructure and other attractive public amenities and will get people out of their cars and onto buses and the light rail trains, directly benefiting the public's welfare in the process. Thus, organization of the District will promote both the interests of the present and future residents, property owners and taxpayers within the District, as well as the general interests of the City

## III. PROPOSED DISTRICT BOUNDARIES/MAPS

District 1 will be organized to coordinate the financing, construction, acquisition and installation of the Improvements for the Development, and may be developed for residential or commercial purposes. The boundaries of District 1 are located entirely within the City, as more particularly described in the legal description of the initial boundaries of District 1, which is attached hereto and incorporated herein as **Exhibit A,** and also as shown on the boundary map attached hereto and incorporated herein as **Exhibit B**

6. Park and Recreation Improvements. The District shall have the power to provide for the design, acquisition, construction, completion, installation, operation and maintenance of parks and recreational facilities and programs as authorized by the Special District Act, including, but not limited to, pedestrian plazas, parks, bike paths and pedestrian ways, open space, landscaping, recreational facilities, irrigation facilities, and all necessary, incidental and appurtenant facilities, land and easements, together with extensions of and improvements to said facilities within and without the boundaries of the District. It is anticipated that the District will own, operate and maintain the park and recreation improvements, including the pedestrian plaza. The District may convey the park and recreation improvements or delegate the operation and maintenance thereof to a governmental entity other than the City only with the prior written approval of the Manager of Parks and Recreation.

The activities of the District shall be subject to City zoning, subdivision, building codes, land use regulations, and all other applicable City laws, rules, and regulations. The District will not construct any improvements or provide any services other than the types described herein without the prior written approval of the Manager of Revenue and the Manager of Public Works. The City shall not be responsible for assuming the costs of any of the Improvements, and the developer of the property will be responsible for any Improvement costs for the Development that exceed the amount of bonds issued or revenues received by the District.

B. Other Powers. In addition to the enumerated powers, the Board of Directors of the District shall also have the following authority:

1. Service Plan Amendments. To amend the Service Plan as needed, subject to the appropriate statutory and City procedures, as set forth in this Service Plan.

EXHIBIT 4

# BELLEVIEW STATION T.O.D. GENERAL DEVELOPMENT PLAN EXCERPTS

Belleview Station Metropolitan District No. 1

## SHEET 10 OPEN SPACE EXCERPTS

*Northern Open Space and Pond Amenity*

The open space surrounding the detention pond is intended to create usable public open space. It will provide for a variety of passive recreational activities, such as strolling, reading or nature interpretation. The pond itself is designed as a wet pond, with a landscaped and vegetated freeboard area to accommodate appropriate stormwater detention levels. This landscape area around the pond is envisioned as a naturalized area, possibly including both sod and native grasses, in addition to shade and ornamental trees, as well as walking paths and seating. While this landscape area will be counted towards the 10% open space requirement, the surface area of the pond itself will not. The outlet structure for this pond will be integrated into the overall design of the facility. This area will include a bicycle/pedestrian connection to the multi-use trail.

*Multi-Use Trail and Swale*

This trail will connect the northern open space and pond to the light rail station and the southern portion of the development, via an existing pedestrian tunnel under Union Avenue. Current plans show the trail as a 10-foot wide, hard-surfaced pathway designed to accommodate both pedestrians and bicycles. As indicated at left, the multi-use trail will be connected to Street D at several points. The path will parallel a dry swale designed to convey stormwater to the northern detention pond. This swale will be located between the trail and the LRT fencing at the property's eastern boundary. The swale and adjacent landscape will be designed as an amenity, with appropriate vegetation to enhance the aesthetic value of the corridor as well as buffer the project edge from the LRT corridor.

**Open Space Network: Phasing**

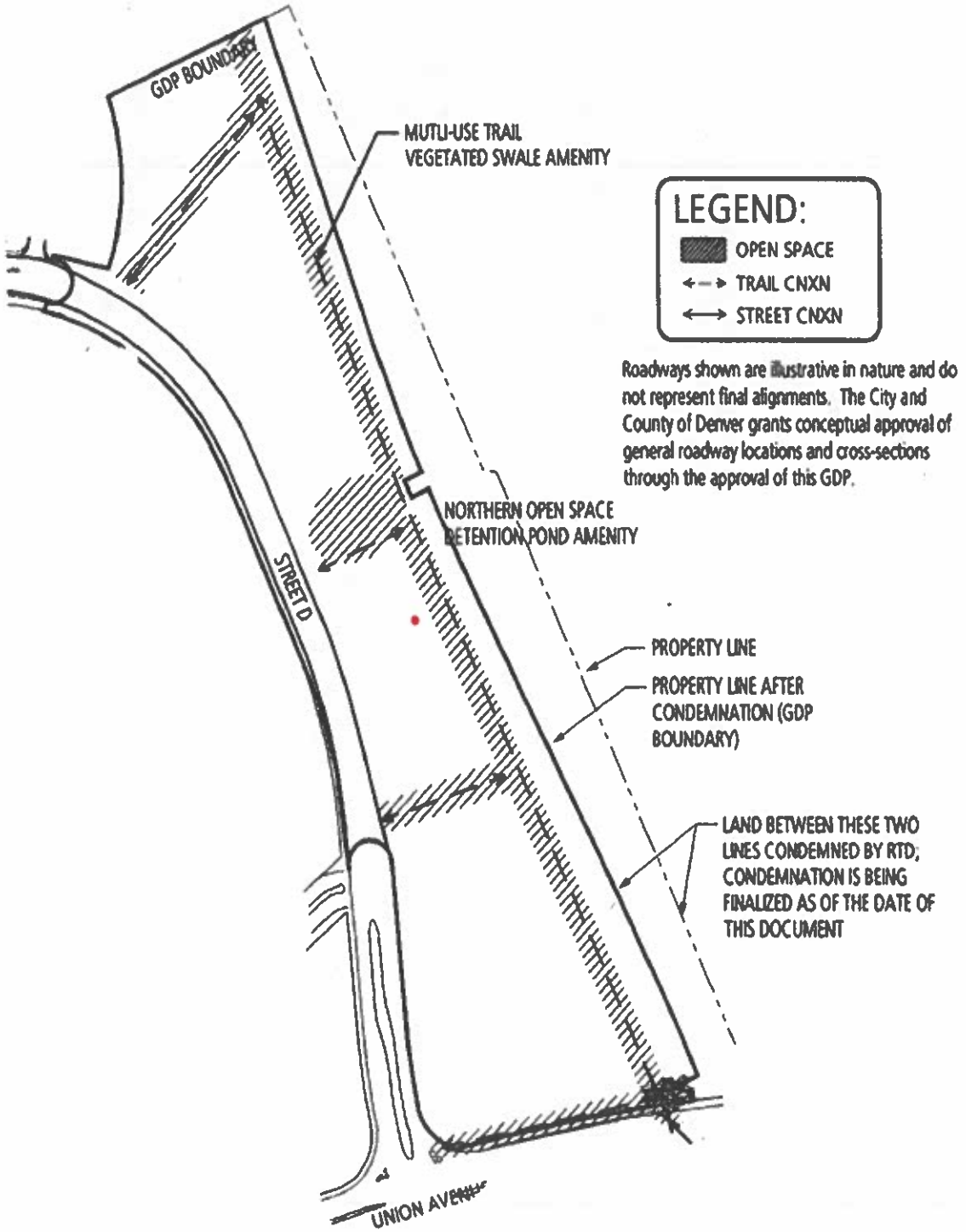
Open space amenities will be constructed in phases, concurrent with adjacent development. The open spaces south of Union Avenue are likely to be the first open spaces, and will be constructed as residential development builds on the blocks fronting Niagara Street. The east-west bicycle/pedestrian connection immediately north of the Union Avenue overpass will also be built in the initial construction phase, in order to provide pedestrian tunnel/LRT platform access to existing residential development north of the project. The linear open spaces along Chenango are envisioned as part of the 'Main Street' (Street A) corridor, and will be built along with Street A. The north-south multi-use trail north of Union will be constructed in tandem with Street D. The northern detention pond is a necessary part of the site's stormwater system and will be constructed as soon as development occurs in blocks not draining to the Monaco Pond. The open space amenity around the detention pond will not be constructed, however, until development occurs on the parcels immediately north or south of the pond.

EXHIBIT 4

## BELLEVIEW STATION T.O.D. GENERAL DEVELOPMENT PLAN EXCERPTS

Belleview Station Metropolitan District No. 1

**SHEET 10 OPEN SPACE EXCERPTS**



# EXHIBIT 5
## CONSISTENCY WITH DENVER CITYWIDE POLICY

### Public Trail and Managed Open Space
Belleview Station Metropolitan District No. 1

### PURPOSE

This exhibit addresses a narrow question: whether the District's present operation of a public trail and managed open space is consistent with Denver's broader citywide planning and public-space policies. The District Service Plan, Belleview Station General Development Plan, and Urban Design Standards and Guidelines separately establish the District's authority and the site-specific framework for these improvements.

### A DENSE AND GROWING URBAN AREA

The area surrounding Belleview Station is already substantially denser than Denver as a whole. In the 2020 Census, Census Tract 67.01 - used as a practical statistical proxy for the barrier-defined Belleview service area - contained approximately 10,893 residents per square mile. That was approximately 2.33 times Denver's 2020 citywide residential density.

| 2020 Census measure | Belleview service area | Denver citywide |
|---|---|---|
| Residential density | **10,893 per sq. mi.** | 4,674 per sq. mi. |

Since the 2020 Census, Belleview Station has added 250 completed apartments at One7 and has another 634 apartments under construction. Residential development immediately surrounding Belleview Station - including Apiary, Vue West, The Lofts, and Villa Rossa Phase 2 - is adding further population within the same practical pedestrian and activity area.

Those adjacent projects are not within the Belleview Station Metropolitan District, but their residents use and benefit from the same streets, transit, retail, trail, open space, and other public-realm amenities. The precise future population is not necessary to the policy question. The direction is clear: an already dense mixed-use center is becoming materially denser, both within Belleview Station and immediately around it.

### DENVER POLICY

Denver's planning documents consistently recognize that usable public open space should be near the people it serves, integrated into dense centers, and expanded as population grows.

| Principle | Denver policy evidence |
|---|---|
| **Proximity** | The Outdoor Downtown Master Plan identifies access to quality outdoor space within a three-minute walk, or approximately 800 feet, as an objective for dense urban areas. That standard does not govern Belleview Station, but it documents Denver's judgment that proximity matters. |
| **Integration** | Blueprint Denver calls for open space to be integrated into mixed-use centers and incorporates the objective that residents should be able to walk to a park within ten minutes. |
| **Growth** | Comprehensive Plan 2040 directs Denver to expand the supply of parks, recreation facilities, and programs relative to population growth. |

Denver has also specifically mapped a ten-minute pedestrian walkshed at Belleview Station and recognized that highways, major streets, and incomplete pedestrian connections constrain walking access around the station. Public space outside that practical service area is not an equivalent substitute for public space located within it.

## APPLICATION TO BELLEVIEW STATION

***As urban density and activity increase, accessible public open space should keep pace and should be located within the community it serves.***

Belleview Station is precisely the type of increasingly dense, mixed-use, transit-oriented center to which that principle applies. The District's trail and managed open space place usable public realm within the center itself, connect to the pedestrian network, and serve residents, employees, transit users, visitors, and surrounding development.

## CONCLUSION

The District's continued operation of the public trail and managed open space is consistent with Denver's stated policies favoring proximate, walkable, integrated public open space that keeps pace with growth.

## SOURCES


- U.S. Census Bureau, 2020 Census/TIGER data for Census Tract 67.01 (GEOID 08031006701), and U.S. Census Bureau QuickFacts for Denver city, Colorado.
- RTD, TOD Illustrated 2024, Southeast Part II, printed p. 12 (One7: 250 units, completed 2024).
- Commercial Real Estate Development Association, Creating an Urban Village on Denver's Edge (Fall 2026) (634 Belleview Station apartments under construction).
- City and County of Denver, Southeast Mobility Hubs Action Plan, Belleview Existing Conditions, printed p. 48 (Belleview Station 10-Minute Walkshed and walking-network conditions).
- Denver Parks & Recreation and Downtown Denver Partnership, The Outdoor Downtown Master Plan, Recommendation 2.2 and 2.2.2, printed p. 97.
- City and County of Denver, Blueprint Denver (2019), printed p. 125 and pp. 144-145.
- City and County of Denver, Comprehensive Plan 2040 (2019), printed p. 58 and pp. 60-61.

# EXHIBIT 6

## DENVER ASSESSOR SCHEDULE NUMBER MAP

Belleview Station Metropolitan District No. 1

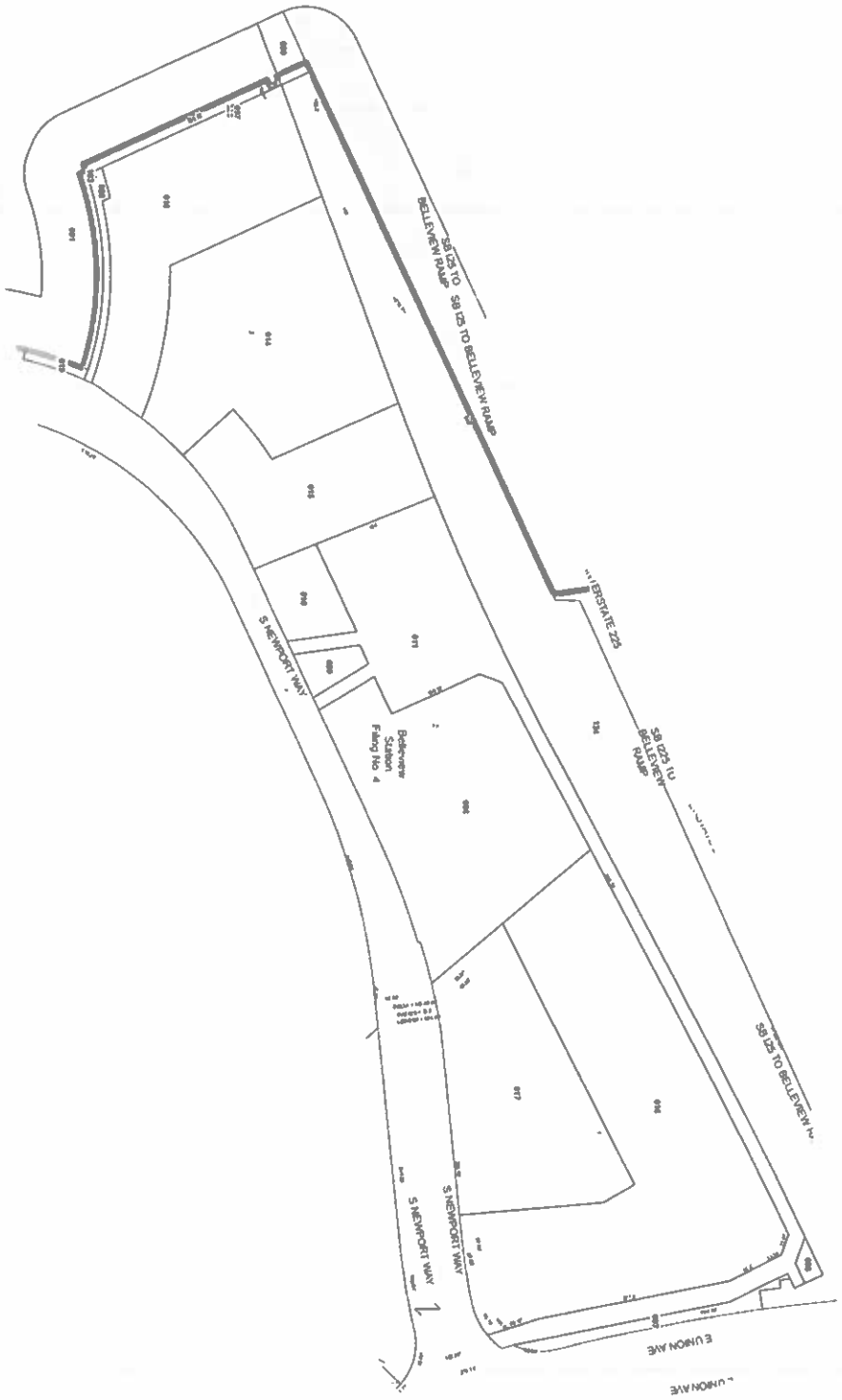


EXHIBIT 7

## OPEN SPACE TRAIL SIGNAGE AND RULES

Belleview Station Metropolitan District No. 1



belleview STATION

METROPOLITAN DISTRICT NO. 1

**HOURS:**
**7:00am - 6:00pm**
EMERGENCIES CALL 911

# TRAIL FACILITY USE - RULES & REGULATIONS

The Belleview Station Metropolitan District ("District") has established this trail facility to provide District property owners and their guests a place to relax and play. In order to provide this opportunity to enjoy this fine facility, it is necessary to require some conduct. All persons must obey any order, rule or regulation of the District and the instructions of any sign posted by the District. Should any person fail to observe and obey any such order, rule, regulation or sign posted by the District, the District's General Manager, or designee, may immediately remove or cause to be removed such person and may bar such person from the use of the facilities for such period of time as may be necessary to ensure compliance with the orders, rules, regulations or posted signs.

## THE FOLLOWING ARE PROHIBITED ON TRAIL FACILITY GROUNDS:

- Climbing on park buildings, roofs, trees and fences
- Destruction, removal or defacement of park property and misuse of any park facility
- Riding, driving or parking motorized vehicles of any kind, including scooters
- Dogs, except on leash
- Sledding
- Loitering
- Glass beverage containers
- Alcohol consumption or intoxicated persons in the facilities
- Weapons, firearms, or fireworks of any kind
- Practicing golf
- Molesting or killing any animal
- Remaining in the park outside posted hours: Sunrise to Sunset
- Camping, tents, campers, trailers or other enclosures
- Fires, portable propane tanks, or flammable materials of any kind
- Littering
- Behavior that may cause damage, litter or interfere with the enjoyment of other park users

EXHIBIT 8

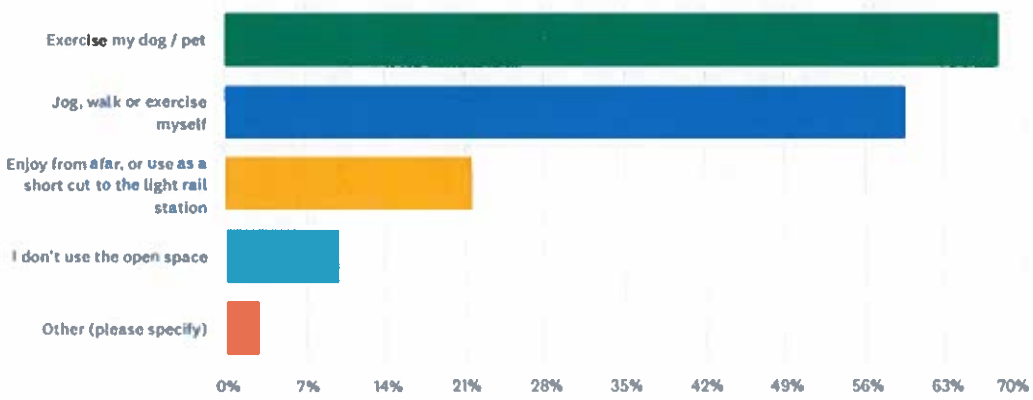
## SURVEY RESULTS, COMMENTS.

*Survey Monkey, June 2026*

Belleview Station Metropolitan District No. 1

In a voluntary QR-code survey conducted over several weeks in June 2026, approximately 171 individuals responded to the open-space use question. The survey provides direct evidence that Belleview Station's trail and open space function as active public infrastructure: roughly 90% of respondents report using them, primarily for dog exercise (68%) and walking, jogging, or personal exercise (60%), while more than one in five also use the space as a visual amenity or pedestrian connection to the light rail station.

**I use Belleview Station's open space to (select all that apply)**




| Answer Choices | Percentage | Responses |
|---|---|---|
| Exercise my dog / pet | 67.84% | 116 |
| Jog, walk or exercise myself | 59.65% | 102 |
| Enjoy from afar, or use as a short cut to the light rail station | 21.64% | 37 |
| I don't use the open space | 9.94% | 17 |
| Other (please specify) | 2.92% | 5 |
| Total | | 277 |