RESOLUTION NO. 2017-01

A RESOLUTION OF THE CITY OF MONTROSE, COLORADO, MAKING CERTAIN LEGISLATIVE FINDINGS AND APPROVING THE URBAN RENEWAL PLAN FOR THE COLORADO OUTDOORS URBAN RENEWAL PROJECT

WHEREAS, there was presented to the City Council of the City of Montrose (the “City”) for its review and consideration a document entitled “2016 Conditions Survey” (the “Conditions Survey”), which is attached to and made a part hereof as Exhibit A, which shows that the area (the “Urban Renewal Area”) described in the “Urban Renewal Plan for the Colorado Outdoors Urban Renewal Project” (the “Plan”), attached to and made a part hereof as Exhibit B, is a “blighted area” as such term is defined in the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31 of the Colorado Revised Statutes (the “Act”); and

WHEREAS, it is desirable and in the public interest that the Montrose Urban Renewal Authority (the “Authority”) undertake redevelopment activities described in the Plan; and

WHEREAS, approval of the Plan will facilitate the elimination and prevention of blighted areas and promote the redevelopment, conservation, and rehabilitation of the Urban Renewal Area; and

WHEREAS, the Plan is a matter of public record in the custody of the City Clerk, and is available for public inspection during business hours of the City; and

WHEREAS, on February 7, 2017, the City Council conducted a public hearing and reviewed the Plan pursuant to the procedural and notice requirements of the Act; and

WHEREAS, notice of the public hearing on the Plan was published as required by Section 31-25-107(3), C.R.S., at least thirty (30) days prior to the public hearing; and

WHEREAS, written notice of the public hearing was mailed to each property owner, business owner, and resident of the area included in the Plan informing them of the public hearing at least thirty (30) days prior to the public hearing; and

WHEREAS, the Montrose Planning Commission found that the Plan is in conformance with the City of Montrose Comprehensive Plan (the “Comprehensive Plan”), which is the general plan for the development of the City as a whole; and

WHEREAS, notice has been provided to and negotiations are underway with each affected public entity that levies property taxes in the proposed Urban Renewal Area related to the impacts and benefits of the proposed Plan on the services and revenues of such public entities, including sharing of incremental property tax revenues to offset such impacts where required, and the City and Authority are otherwise in compliance with the requirements of the Act; and
WHEREAS, the Montrose County Assessor has informed the City and the Authority that land in the Urban Renewal Area has been classified as agricultural land for purposes of the levying and collection of property taxes during the five-year period prior to the effective date of this resolution, and that each public body that levies an ad valorem property tax on such agricultural land has agreed in writing to the inclusion of the agricultural land within the Urban Renewal Area as required by Section 31-25-107(1)(c)(II)(D) of the Act, which written agreements will be completed and made part of the legislative record and filed with the City Clerk with this resolution when completed; and

WHEREAS, the City Council having considered the evidence presented in support of and in opposition to the Plan and the Conditions Survey and staff recommendations and so having considered the legislative record and given appropriate weight to the evidence,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MONTROSE, COLORADO AS FOLLOWS:

Section 1 As shown in the Conditions Survey, attached to and made a part hereof as Exhibit A and listed in the Plan, which Plan is attached to and made a part hereof as Exhibit B, there are nine factors constituting a “blighted area” as defined in the Act that exist in the Urban Renewal Area described in the Plan, and such Urban Renewal Area, in its present condition and use, substantially impairs or arrests the sound growth of the municipality, retards the provision of housing accommodations, or constitutes an economic or social liability, and is a menace to public health, safety, morals, or welfare. The Urban Renewal Area described in the Plan is found and declared to be a blighted area as defined in the Act. This is a legislative finding by the City Council based upon the Conditions Survey and other evidence presented to the City Council.

Section 2 The boundaries of the Urban Renewal Area have been drawn as narrowly as the City Council determines feasible to accomplish the planning and development objectives of the Plan.

Section 3 The City Council finds that the Plan is in conformity with the Comprehensive Plan, which is the general plan of the City as a whole.

Section 4 The principal purpose of the Plan is to arrest or eliminate the conditions of blight that exist in the Area, and the Plan will, as an incidence of its adoption, provide economic benefits to the region as a whole.

Section 5 It is not intended or expected that the Plan will cause the relocation of individuals and families, but, if any such relocation becomes necessary, a feasible method exists for the relocation of individuals and families in decent, safe, and sanitary dwelling accommodations within their means and without undue hardship to such individuals and families.

Section 6 It is not intended or expected that the Plan will cause the relocation of any business concerns, but if any such relocation becomes necessary, the Authority shall provide for a feasible method for the relocation of business concerns in the Urban Renewal Area or in other
areas that are not generally less desirable with respect to public utilities and public and commercial facilities.

Section 7 Montrose County School District Re-1J has been permitted to participate in an advisory capacity with respect to the inclusion of the provisions of Section 31-29-107(9) of the Act in the Plan.

Section 8 The City Council has made reasonable efforts to provide both published notice and written notice of the public hearing prescribed by Section 31-25-107(3) of the Act to all property owners, residents and owners of business concerns in the area included in the Plan at their last known addresses at least thirty (30) days prior to the public hearing on the Plan.

Section 9 Section 31-25-107(4)(d) of the Act does not apply because no more than 120 days have passed since the commencement of the only public hearing on the Plan.

Section 10 Section 31-25-107(4)(e) of the Act does not apply because the City Council did not fail to previously approve this Plan.

Section 11 The Plan will afford maximum opportunity, consistent with the sound needs of the municipality as a whole, for the rehabilitation or redevelopment of the Urban Renewal Area described in the Plan by private enterprise.

Section 12 No land acquisition is contemplated by the Authority pursuant to the Plan. However, if for any reason, the Authority acquires property in the Urban Renewal Area, the City and the Authority shall first comply with the applicable provisions of the Act, including Sections 31-25-107(5) and (6) of the Act.

Section 13 Pursuant to Section 31-25-107(4)(h) of the Act, the Authority or the City will adequately finance, directly or through agreements, any additional county infrastructure and services required to serve development within the Urban Renewal Area described in the Plan.

Section 14 The Plan has been duly reviewed and considered and is hereby approved. The Authority is hereby authorized to take any and all actions pursuant to the Act to carry out the Plan, including, without limitation, completing all agreements with taxing entities as required by applicable law. After receipt of all such executed agreements, the Authority shall take all steps necessary to filing of the Plan and related documents with the Montrose County Assessor.

INTRODUCED, READ and ADOPTED this 7th day of February, 2017.

Rex Swanson, Mayor

ATTEST:
Lisa DelPiccolo, City Clerk
1.0 INTRODUCTION

The purpose of a Conditions Survey is to determine if the presence of physical factors in an area of a municipality are sufficient to qualify as a “Blighted Area” as defined in Section 31-25-103(2) of the Colorado Revised Statutes. This Conditions Survey was conducted in the area (the “Survey Area”) described in Exhibit A and depicted in Exhibit B, both of which are attached to and made a part of this Conditions Survey. The Survey Area includes approximately 18 separate parcels of land covering approximately 158.3 acres. If conditions that meet the definition set forth in Section 2.0 of this Conditions Survey are present in the Survey Area, the Survey Area will qualify as an Urban Renewal Area under the provisions of the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31 of the Colorado Revised Statutes (the “Act”).

The Conditions Survey is based on information contained in real estate data and county mapping sources, and on-site inspection of the Survey Area conducted by City staff, and legal counsel experienced with the requirements of the Act.

2.0 LEGAL REQUIREMENTS

The purpose of this Conditions Survey is to provide information that demonstrates if and to what extent, conditions in the Survey Area fall into any of the categories listed in the definition of “blighted area” set forth in Section 31-25-103 of the Act.

According to Section 107(1)(c)(I) of the Act any particular condition found to be present may satisfy as many of the factors listed in the definition of “blighted area” as are applicable to such condition.

Section 31-25-103(2) of the Act defines “blighted area” as follows:

“Blighted area” means an area that, in its present condition and use and, by reason of the presence of at least four of the following factors, substantially impairs or arrests the sound growth of the municipality, retards the provision of housing accommodations, or constitutes an economic or social liability, and is a menace to the public health, safety, morals, or welfare.

2.1 Slum, deteriorated, or deteriorating structures;
2.2 Predominance of defective or inadequate street layout;
2.3 Faulty lot layout in relation to size, adequacy, accessibility, or usefulness;
2.4 Unsanitary or unsafe conditions;
2.5 Deterioration of site or other improvements;
2.6 Unusual topography or inadequate public improvements or utilities;
2.7 Defective or unusual conditions of title rendering the title non-marketable;

2.8 The existence of conditions that endanger life or property by fire or other causes;

2.9 Buildings that are unsafe or unhealthy for persons to live or work in because of building code violations, dilapidation, deterioration, defective design, physical construction, or faulty or inadequate facilities;

2.10 Environmental contamination of buildings or property;

2.11 The existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical underutilization or vacancy of sites, buildings, or other improvements; or

2.12 If there is no objection of each property owner or owners and the tenant or tenants of such owner or owners, if any, to the inclusion of such property in an urban renewal area, “blighted area” also means an area that, in its present condition and use and, by reason of the presence of any one of the factors specified in paragraphs 2.1 to 2.11, substantially impairs or arrests the sound growth of the municipality, retards the provision of housing accommodations, or constitutes an economic or social liability, and is a menace to the public health, safety, morals or welfare. For purposes of this paragraph 2.12, the fact that an owner of an interest in such property does not object to the inclusion of such property in the urban renewal area does not mean that the owner has waived any rights of such owner in connection with laws governing condemnation.

3.0 SURVEY RESULTS

Based on visual observation, real estate data and county mapping sources the qualifying conditions required by the Act are listed in this Conditions Survey and formed the foundation for defining the boundaries of the Survey Area.

Although detailed real property title searches were not conducted in connection with the Conditions Survey, evidence exists that certain parcels of land have significant title problems. Accordingly, factor 2.7 listed in the definition above is listed among the statutory conditions present in the Survey Area. This factor and the related conditions of fragmented lot layout and ownership of parcels in the Survey Area constitute a barrier to development and redevelopment in accordance with the City’s Comprehensive Plan.

The Survey Area consists of approximately 158.3 acres of predominantly open land bordered by public rights of way on the northerly boundary and the Uncompahgre River along most of the southerly boundary. There are approximately seven residential structures in the Survey Area. Much of the land is in the 100-year flood plain and flood way as defined by the Federal Emergency Management Agency (“FEMA”). The river has caused some serious eroding along its banks that if properly contained and improved in a manner consistent with environmentally conscious standards would provide a valuable amenity that benefits the community and the surrounding...
region. The Survey Area shows evidence of illegal dumping and trespass and periodic occupancy by transients. There are some topographical challenges to development and fragmented ownership has contributed to these problems. The current zoning in the area falls into at least eight different categories allowing for an uncoordinated hodgepodge of development. A portion of the area (approximately 57.312 acres) is presently classified by the Montrose County Assessor as agricultural land for the purpose of levying property taxes, and requires special procedures under the Act. These requirements will be addressed in a proposed urban renewal plan that will be considered by the City Council.

3.1 Slum, Deteriorated, or Deteriorating Structures

There are seven structures in the Survey Area that are deteriorated or deteriorating:

1. 421 N. Grand Ave. is apparently abandoned single family house that is poorly maintained. No landscaping is on the grounds.

2. 841 N. Grand Ave. is a fairly well-maintained single family house. However, it is subject to periodic flooding as reported by the tenant.

3. A building 175 feet to the west of 841 N. Grand Ave. is severely dilapidated and about to fall down.

4. 1621 N. Townsend Ave.: This is a manufactured house with skirting. It is not known whether the building is on a permanent foundation.

5. 1631 N. Townsend Ave. is an apparently abandoned single family house with plywood on the windows.

6. 301 Beach Lane is a poorly maintained and landscaped single family house.

7. 305 Beach Lane is a poorly maintained and landscaped single family house.

3.2 Predominance of Defective or Inadequate Street Layout

The entire Survey Area either lacks streets and related improvements such as curbs, gutter, and sidewalks or those roadways are deficient because they are not improved in any manner. There is no recognizable street layout required to support redevelopment of the Survey Area as required by City code. Vehicle and pedestrian ingress and egress and circulation through the Survey Area are not presently possible.

3.3 Faulty Lot Layout in Relation to Size, Adequacy, Accessibility, or Usefulness

The Survey Area consists of a jumble of approximately 18 separate parcels of land ranging in size from 58 acres to 0.37 acres. Many have no or limited access to streets or roads. The inconsistent size and configuration of lots in the Survey Area constitute a barrier to redevelopment. The disordered zoning and land use patterns conflict with the Comprehensive Plan.
3.4 **Unsanitary or Unsafe Conditions.**

Approximately 28% of the Survey Area is located in the 100-year flood plain and approximately 18% is in designated floodway area. Such areas are designated by FEMA as Areas of Special Flood Hazard. These problems in the Survey Area qualify as an unsafe condition under the Act. Easy access to the river and a small lake in the Survey Area constitute an unsafe attractive nuisance. Site improvements installed to contain erosion of the banks of the Uncompahgre River are failing, endangering the dirt road that separates the river from the small lake in the Survey Area creating a dangerous condition. If uncorrected there is danger that the area separating the river from the lake could fail causing serious flooding in the Survey Area and beyond. There is evidence of illegal trespass and dumping in parts of the Survey Area. There is no public lighting in the area. These conditions constitute both unsanitary and unsafe conditions in the Survey Area.

3.5 **Deterioration of Site or Other Improvements.**

As listed above, site improvements installed to contain erosion of the banks of the Uncompahgre River are failing endangering the dirt road that separates the river from the small lake in the Survey Area. Existing vehicular and pedestrian access points are deteriorated or non-existent. The dirt roadway providing access to the interior of the Survey Area is in poor condition and will not support adequate vehicular or pedestrian circulation to and from the Survey Area. Streets, sidewalks, curbs and gutters exhibit varying levels of deterioration in roadways bordering the Survey Area. Lack of public lighting encourages vandalism and illicit activity and discourages pedestrian access to the interior of the Survey Area.

3.6 **Unusual Topography or Inadequate Public Improvements or Utilities.**

Topographical problems exist in the Survey Area because of the steep change in elevation from existing public streets to the Uncompahgre River and the random occurrence of low areas on site. The Survey Area lacks the internal street, sidewalk, and access improvements necessary to serve any proposed development. There are no adequate water, gas and sewer utilities to serve development of the Survey Area as contemplated by the Comprehensive Plan. The same is true of electric service needed to serve potential commercial uses with infrastructure necessary to meet electrical demands of current technology and appliances. The Survey Area qualified under both of the factors listed in this subsection of the Act.

3.7 **Defective or Unusual Conditions of Title Rendering the Title Non-Marketable.**

Title to a portion of the Survey Area is complicated by bankruptcy and problems with absentee owners.

3.8 **The Existence of Conditions that Endanger Life or Property by Fire or Other Causes.**

While there may be a somewhat remote of danger from fire in the Area, there is some risk from long grasses and flammable debris. However, as stated above, according to Section 107(1)(c)(I) of the Act any particular condition found to be present may satisfy as many of the factors listed in the definition of blighted area as are applicable to such condition. Therefore the danger posed by the potential for flooding in the area and from the possibility that continued erosion of the roadway adjacent to the small lake in the Survey Area could exacerbate flooding downstream in portions of the Survey Area and beyond constitutes a condition that endangers life and property.
3.9 The Existence of Health, Safety, or Welfare Factors Requiring High Levels of Municipal Services or Substantial Physical Underutilization or Vacancy of Sites, Buildings, or Other Improvements.

While the Survey Area lacks a substantial number of buildings or related structures, the danger of flooding constitutes a safety factor that requires substantial investment to correct or control.

Because the Survey Area consists of an area of predominantly open land there is substantial physical underutilization of the area, which will require significant planning and financial commitment from public and private sources to correct. The conditions listed above in Sections 3.1 through 3.8 also qualify under this factor as authorized by Section 107(1)(c)(I) of the Act.

4.0 SUMMARY

The Conditions Survey shows that nine of a possible eleven factors listed in the Act are present in the Survey Area. This documentation will support the designation of the Area as a “blighted area” if the City Council elects to designate it as an urban renewal area under the Act.
EXHIBIT A

LEGAL DESCRIPTION

A parcel of land located within the Sections 20, 21, 28 and 29 all in Township 49 North, Range 9 West of the New Mexico Principal Meridian, having a description based upon a bearing of N.89°30'44"W. from the section corner common to Sections 20, 21, 28 and 29 (monumented by a 2" aluminum cap PLS 12062) to the 1/4 corner common to Sections 20 and 29 (monumented by a 2" aluminum cap PLS 12180) with all other bearings relative thereto and being more particularly described as follows:

Beginning at the 1/4 corner common to Sections 28 and 29 (monumented by a 2 foot diameter pipe 6 feet tall) and running thence along the section line common to Sections 28 and 29 N.00°15'19"W. 760.40 feet to the centerline of the Uncompahgre River (monumented by a witness corner bearing N.00°15'19"W. 291.34 feet from the true corner position and being a 1 1/2" aluminum cap LS 12180); thence leaving said section line and running along and generally following the centerline of the Uncompahgre River the following courses: N.45°01'42"W. 204.14 feet; thence N.65°48'59"W. 178.18 feet; thence S.86°09'06"W. 214.14 feet; thence N.79°12'25"W. 82.46 feet; thence N.46°42'39"W. 193.08 feet (monumented by a witness corner bearing S.29°57'30"W. 66.94 feet and being a 2" aluminum cap PLS 25972); thence leaving said centerline of the Uncompahgre River and running along the northwesterly line of Lot 7 of the Replat of Lots 6 & 7 Palomino Acres Subdivision Unit Three S.29°57'30"W. 337.05 feet to the northeasterly corner of Lot 6 of said Replat (monumented by a 1 1/2" aluminum cap LS 7160); thence N.38°11'37"W. 477.56 feet to the northwest corner of Lot 6 of said Replat (monumented by a 1 1/2" aluminum cap LS 7160); thence along the northwesterly line of Block 1 of Palomino Acres Sub. Unit 2 N.38°13'19"W. 589.63 feet to the northwesterly corner of Lot 6, Block 1, Palomino Acres Sub. Unit 2 (monumented by a 1 1/2" aluminum cap LS 33645); thence N.38°00'53"W. 40.14 feet to the northeasterly corner of Lot 5, Block 1, Palomino Acres Sub. Unit 2 (monumented by a 1 1/2" aluminum cap LS 33645); thence N.38°21'38"W. 140.95 feet to the northwesterly corner Lot 5, Block 1, Palomino Acres Sub. Unit 2 (monumented by a 2" aluminum cap PLS 25972); thence along the easterly line of Block 1 of the Amended Plat of Palomino Acres Sub. Unit One N.00°03'52"E. 340.08 feet (monumented by a 2" aluminum cap PLS 25972); thence along the south line of Amended Lot 4 of the Palomino Acres Subdivision Unit No. Three S.89°48'00"E. 68.27 feet, more or less, to the approximate centerline of the Uncompahgre River; thence along the centerline of said Uncompahgre River the following courses: N.29°04'38"W. 125.81 feet; thence N.02°10'15"E. 194.05 feet; thence N.03°27'16"W. 196.50 feet; thence N.18°48'22"W. 239.89 feet; thence N.04°27'40"W. 266.60 feet (monumented by a witness corner bearing N.85°47'49"E. 299.77 feet from true corner position and being a 1 1/2" aluminum cap PLS 7970); thence leaving said centerline of the Uncompahgre River N.85°47'49"E. 459.88 feet (monumented by a 1 1/2" aluminum cap PLS 7970); thence N.15°39'05"E. 372.93 feet (monumented by a 1 1/2" aluminum cap PLS 7970); thence S.68°18'09"E. 230.19 feet (monumented by a 1 1/2" aluminum cap PLS 7970); thence N.73°03'42"E. 283.55 feet (monumented by a 1 1/2" aluminum cap PLS 12180); thence N.00°28'40"W. 342.46 feet (monumented by a 1 1/2" aluminum cap PLS 12180); thence S.01°00'37"W. 107.99 feet (monumented by a 1 1/2" aluminum cap PLS 33645); thence N.89°21'59"W. 84.63 feet (monumented by a 1 1/2" aluminum cap PLS 33645); thence along a non-tangent curve to the right, with an arc length of 33.09 feet and having a radius of 130.00 feet, with a chord bearing and distance of N.22°14'59"W. 33.00 feet (monumented by a witness corner bearing S.89°24'41"E. 3.00 feet from true corner position and being a 1 1/2" aluminum cap PLS...
thence S.89°24'41"E. 127.83 feet (monumented by a 2" aluminum cap PLS 25972); thence S.00°25'52"E. 30.44 feet (monumented by a 1 1/2" aluminum cap PLS 7970); thence S.00°18'42"E. 701.34 feet (monumented by a 1 1/2" aluminum cap PLS 12180); thence S.00°34'43"E. 250.11 feet (monumented by a 1 1/2" aluminum cap PLS 12180); thence S.00°29'41"E. 77.14 feet (monumented by a 1 1/2" aluminum cap PLS 12180); thence along the south line of Court Park Filing No. 2 under Reception No. 649358 the following two (2) courses: (1) S.80°30'25"E. 309.27 feet (monumented by a 2" aluminum cap PLS 25972); thence S.80°28'49"E. 204.41 feet (monumented by a 1 1/2" aluminum cap PLS 12180); thence running along the south line of Court Park Filing No. 1 under Reception No. 627713 S.35°09'40"E. 172.26 feet (monumented by a 1 1/2" aluminum cap PLS 12180); thence along the boundary line of lot 2 of Logan Minor Subdivision the following courses: N.49°34'48"E. 69.04 feet (monumented by a 1 1/2" aluminum cap PLS 12180); thence S.40°25'30"E. 27.17 feet (monumented by a 1 1/2" aluminum cap PLS 12180); thence N.50°33'48"E. 18.69 feet (monumented by a 1 1/2" aluminum cap PLS 12180); thence N.48°52'35"E. 4.32 feet (monumented by a 1 1/2" aluminum cap PLS 12180); thence N.05°02'30"E. 51.65 feet (monumented by a 1 1/2" aluminum cap PLS 12180); thence S.85°27'57"E. 16.96 feet (monumented by a 1 1/2" aluminum cap PLS 12180); thence N.51°13'58"E. 4.92 feet (monumented by a 1 1/2" aluminum cap PLS 12180); thence N.10°50'05"E. 21.43 feet (monumented by a 1 1/2" aluminum cap PLS 12180); thence N.46°31'04"W. 15.06 feet (monumented by a 1 1/2" aluminum cap PLS 12180); thence N.38°14'00"E. 41.08 feet (monumented by a 1 1/2" aluminum cap PLS 12180); thence along a non-tangent curve to the left, with an arc length of 102.29 feet and having a radius of 200.00 feet, with a chord bearing and distance of S.70°31'39"E. 101.18 feet (monumented by a 1 1/2" aluminum cap PLS 12180); thence S.04°48'14"W. 185.92 feet (monumented by a 1 1/2" aluminum cap PLS 16840); thence leaving said Lot 2 running along the south line of Court Park Filing No. 1 under Reception No. 627713 the following two (2) courses: (1) thence S.89°38'15"E. 214.95 feet (monumented by a 1 1/2" aluminum cap PLS 25972); thence S.89°38'53"E. 190.00 feet (monumented by a 1 1/2" aluminum cap PLS 25972); thence along the south line of Court Park Filing No. 2 under Reception No. 627713 S.35°09'40"E. 172.26 feet (monumented by a 1 1/2" aluminum cap PLS 12180); thence along the boundary line of lot 2 of Logan Minor Subdivision the following courses: N.49°34'48"E. 69.04 feet (monumented by a 1 1/2" aluminum cap PLS 12180); thence S.40°25'30"E. 27.17 feet (monumented by a 1 1/2" aluminum cap PLS 12180); thence N.50°33'48"E. 18.69 feet (monumented by a 1 1/2" aluminum cap PLS 12180); thence N.48°52'35"E. 4.32 feet (monumented by a 1 1/2" aluminum cap PLS 12180); thence N.05°02'30"E. 51.65 feet (monumented by a 1 1/2" aluminum cap PLS 12180); thence S.85°27'57"E. 16.96 feet (monumented by a 1 1/2" aluminum cap PLS 12180); thence N.51°13'58"E. 4.92 feet (monumented by a 1 1/2" aluminum cap PLS 12180); thence N.10°50'05"E. 21.43 feet (monumented by a 1 1/2" aluminum cap PLS 12180); thence N.46°31'04"W. 15.06 feet (monumented by a 1 1/2" aluminum cap PLS 12180); thence N.38°14'00"E. 41.08 feet (monumented by a 1 1/2" aluminum cap PLS 12180); thence along a non-tangent curve to the left, with an arc length of 102.29 feet and having a radius of 200.00 feet, with a chord bearing and distance of S.70°31'39"E. 101.18 feet (monumented by a 1 1/2" aluminum cap PLS 12180);
southwesterly right-of-way line of North Grand Avenue S.41°13'35"E. 825.44 feet to the westerly line of P.W. Amended Plat (monumented by a witness corner bearing S.41°13'35"E. 2.31 feet from the true corner position and being a 1 1/2" aluminum cap LS 12420); thence along the westerly line of P.W. Amended Plat S.00°28'22"W. 595.24 feet to the SE corner of said N1/2 of the SW1/4, also being the CS1/16 corner (monumented by a 1 1/2" aluminum cap LS 7970); thence along the south line of said N1/2 of the SW1/4 N.89°33'08"W. 634.72 feet (monumented by a witness corner bearing S.89°33'08"E. 125.00 feet from the true corner position and being by a 2" aluminum cap PLS 25972); thence N.29°13'13"W. 39.36 feet to the centerline of the Uncompahgre River; thence along the centerline of the Uncompahgre River the following eight (8) courses: (1) N.40°58'53"W. 211.90 feet; (2) thence N.50°33'35"W. 577.71 feet; (3) thence N.39°04'06"W. 113.76 feet; (4)thence N.19°43'50"W. 79.85 feet; (5) thence N.02°11'15"W. 125.97 feet; (5) thence N.13°11'20"E. 210.10 feet; (7) thence N.16°31'20"E. 166.72 feet; (8) thence N.01°55'50"E. 114.19 feet to the North line of the N1/2 of the SW1/4 of said Section 28 (monumented by a witness corner bearing N.89°39'53"W. 34.00 feet from the true corner position and being by a 2" aluminum cap PLS 25972); thence leaving said centerline and running along the North line of said N1/2 of the SW1/4 N.89°39'53"W. 1364.11 feet to the Point of Beginning, said parcel containing 158.207 Acres, more or less. City of Montrose, County of Montrose, State of Colorado.
Survey Area
Structure Survey Photos

301 Beach Lane

305 Beach Lane
421 N. Grand Ave.

421 N. Grand Ave. detail
Building 175 feet west of 841 N. Grand
1621 N. Townsend Ave.

1621 N. Townsend detail
1631 N. Townsend Ave.
URBAN RENEWAL PLAN FOR THE COLORADO OUTDOORS URBAN RENEWAL PROJECT
1.0 DEFINITIONS

The terms used in this Urban Renewal Plan shall have the following meanings. Other terms are defined in the body of the text.

“Agricultural Land” shall have the same meaning as in Section 103(1) of the Act.

“Act” means the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, of the Colorado Revised Statutes, as it applies as of the date this Plan is approved by the City Council of the City.

“Area” or “Urban Renewal Area” means the area of the City included within the boundaries of this Urban Renewal Plan as described in Exhibit A and depicted in Exhibit B.

“Authority” means the Montrose Urban Renewal Authority.

“Bonds” shall have the same meaning as in Sections 102(3) and 109 of the Act, and, without limitation, specifically includes reimbursement agreements with owners and developers.

“City” means the City of Montrose, Colorado.


“Duration” means the full twenty-five year period that the Tax Increment Financing provisions of the Act are in effect.

“Plan” means this urban renewal plan as adopted and approved by the City Council of the City.

“Project” or “Urban Renewal Project” means all of the activities and undertakings described in Section 103(10) of the Act as required for the complete development of the Urban Renewal Area, including, without limitation financing and construction of all public and private improvements and payment of all financing obligations included in the definition of Bonds.

“Remainder of the Property Tax Increment Revenues” means all TIF revenues available pursuant to the Tax Increment Financing provisions of the Act not payable to taxing bodies pursuant to agreements, if any, entered into by the Authority. The Remainder of the Property Tax Increment Revenues is irrevocably pledged to payment of Bonds for the Duration of the Urban Renewal Project.

“Tax Increment Financing” or “TIF” means tax allocation financing described in Section 31-25-107(9) of the Act, as in effect on the date this Plan is approved by the City Council of the City. Tax
Increment Financing shall be required for the full twenty-five-year period (the Duration) necessary to carry out all of the activities and undertakings to complete the Urban Renewal Project.

2.0 PREFACE AND PROJECT AREA DESCRIPTION

The Urban Renewal Area consists of approximately 158.21 acres of largely unimproved land along the Uncompahgre River in the northwest area of the City. The Area consists of predominantly open land bordered by public rights of way on the northerly boundary and the Uncompahgre River along most of the southerly boundary. There are approximately seven residential structures in the Survey Area, all of which are in deteriorated or deteriorating condition. Much of the land is in the 100-year flood plain and flood way as defined by the Federal Emergency Management Agency (“FEMA”). The river has caused some serious eroding along its banks that if properly contained and improved in a manner consistent with environmentally conscious standards would provide a valuable amenity that benefits the community and the surrounding region. The Area shows evidence of illegal dumping and trespass and periodic occupancy by transients. There are some topographical challenges to development and fragmented ownership has contributed to these problems. The current zoning in the Area falls into at least eight different categories allowing for an uncoordinated hodgepodge of development. Approximately 57.8 acres of the Area is classified by the Montrose County Assessor as agricultural land and requires special procedures under the Act.

This Plan has been prepared for the City Council of the City pursuant to the provisions of the Act. The administration of the Project and the implementation of the Plan shall be the responsibility of the Authority.

3.0 URBAN RENEWAL AREA BOUNDARIES

The location and boundaries of the Urban Renewal Area are described in Exhibit A and depicted in Exhibit B.

4.0 SUMMARY OF STATUTORY CRITERIA

The Urban Renewal Area was surveyed to document whether conditions that constitute a “blighted area” (as defined in the Act) exist in the Area.

The results of such survey are contained in the Conditions Survey (the “Conditions Survey”) on file with the City Clerk of the City. The Conditions Survey is based on information contained in the Comprehensive Plan, real estate data and county mapping sources, and on-site inspection of the Survey Area conducted by City staff and legal counsel experienced with the requirements of the Act. The survey results show that the following factors listed in the Act are present in the Area. The conditions qualify the Area as a “blighted area” as defined in the Act:

(a) Slum, deteriorated, or deteriorated structures;

(b) Predominance of defective or inadequate street layout;
(c) Faulty lot layout in relation to size, adequacy, accessibility, or usefulness;
(d) Unsanitary or unsafe conditions;
(e) Deterioration of site or other improvements;
(f) Unusual topography or inadequate public improvements or utilities;
(g) Defective or unusual conditions of title rendering the title non-marketable;
(h) The existence of conditions that endanger life or property by fire or other causes;
(i) The existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical underutilization or vacancy of sites, buildings or other causes.

(j) If there is no objection of each property owner or owners and the tenant or tenants of such owner or owners, if any, to the inclusion of such property in an urban renewal area, “blighted area” also means an area that, in its present condition and use and, by reason of the presence of any one of the factors specified in subparagraphs (a) to (e), substantially impairs or arrests the sound growth of the municipality, retards the provision of housing accommodations, or constitutes an economic or social liability, and is a menace to the public health, safety, morals or welfare. For purposes of this paragraph (j), the fact that an owner of an interest in such property does not object to the inclusion of such property in the urban renewal area does not mean that the owner has waived any rights of such owner in connection with laws governing condemnation.

The existence of nine of the possible eleven statutory factors listed in Section 31-25-103(2), C.R.S., qualifies the Urban Renewal Area for redevelopment in accordance with the Act. In addition no owner or tenant of property has objected to inclusion of such property in the Urban Renewal Area.

5.0 DESCRIPTION OF URBAN RENEWAL PROJECT

This Plan will be implemented as part of a comprehensive program to eliminate and prevent blight in the Urban Renewal Area. The Authority and the City, with the cooperation of other public bodies and private enterprise, will undertake a program to eliminate the conditions of blight identified in the Conditions Survey while implementing the Comprehensive Plan.

5.1 Urban Renewal Plan Goals

This Plan has been adopted to achieve the following goals in the Area:

5.1.1 The Plan implements and follows the strategies of the Comprehensive Plan in the Urban Renewal Area and promotes the orderly growth and development of the Urban
Renewal Area.

5.1.2 The Plan will foster opportunities that create local jobs by attracting new clean manufacturing industry and retail businesses to a revitalized Urban Renewal Area.

5.1.3 The Plan will provide sites for business use that have high visibility and attract headquarters, offices, and companies that depend on visibility.

5.1.4 The Plan will help leverage the City’s physical assets and bring people to the City to live, work, and visit.

5.1.5 The Plan will encourage compact and contiguous infill redevelopment in proximity to existing streets, utilities and public services.

5.1.6 Implementation of the Plan is consistent with the goal of developing convenient centers that allow higher densities and include retail and commercial facilities and focus growth in areas where infrastructure and services are available or can be installed.

5.1.7 The Plan will protect and provide access to the Uncompahgre River corridor and add to the City’s recreational trail system.

5.1.8 The Plan is consistent with the City policy of providing incentives that encourage infill in industrial areas in the north part of the City, including participation in installing and upgrading infrastructure in infill areas where infrastructure costs are disproportionately expensive.

5.1.9 Through the maximum possible participation of private enterprise and the cooperative efforts of the public sector, implementation of the Plan will eliminate and prevent economic deterioration in the Urban Renewal Area and the community at large. The Plan will promote creation of value in the Area.

5.1.10 The Plan will help attract capital investment and new businesses, which provides employment and strengthens the City’s economic base.

5.2 Relationship to Local and Regional Objectives

The Plan conforms to and is designed to implement the Comprehensive Plan and regional objectives in the Area.

5.2.1 The Plan meets the objective of maintaining a regional perspective on the growth and development of the City by addressing area-wide issues of growth and development.

5.2.2 The Plan facilitates infill development and redevelopment of underutilized land and efficiently uses the City’s existing infrastructure and resources.
5.2.3 The Plan encourages unified site design, pedestrian, and traffic circulation planning.

5.2.4 The Plan provides for development within the City’s designated urban growth area in conformance with the Comprehensive Plan.

5.2.5 The Plan increases both local and regional job opportunities and tax revenues while retaining jobs and industries.

5.2.6 The Plan will help recruit new businesses and new dollars into the region and promote growth consistent with the Comprehensive Plan.

5.2.7 The Plan fosters cooperation with regional economic development interests so that efforts are unified and conflicts are avoided.

5.3 **Land Use Regulations and Building Requirements**

The Plan will provide a comprehensive and unified plan to promote and encourage high quality redevelopment and rehabilitation of the Urban Renewal Area by private enterprise by implementing the land use and building requirements contained in City Codes and ordinances.

5.4 **Uses**

The purposes of the Plan are to eliminate and prevent blight and to achieve development of the highest quality in the Urban Renewal Area. The uses permitted will be those allowable under all applicable City codes, ordinances, and land use requirements.

6.0 **PROJECT ACTIVITIES**

In order to carry out this Plan, the Authority may exercise any and all of its rights and powers under the Act and any other applicable law, ordinance or regulation; except that, as provided in Section 6.1, the Authority shall not exercise the power of eminent domain unless the owner consents in writing to such exercise. The following provisions shall apply to the Area.

6.1 **Land Acquisition**

The Authority may acquire any interest in property by any manner available, except that the Authority is not authorized to exercise the power of eminent domain unless the owner consents in writing. The Authority may acquire property in the Area where the owner consents for the following reasons: To eliminate or prevent conditions of blight; to carry out one or more objectives of the Plan; to assemble property for redevelopment by private enterprise; for needed public improvements and for any other lawful purpose authorized by the Plan, the Act or any other applicable law.
6.2 Relocation

No relocation of any individual, family or business concern is required to carry out this Plan. However, if acquisition of property by the Authority displaces any individual, family or business concern, the Authority may assist such party in finding another location, and may, but is not obligated to, make relocation payments to eligible residents and businesses in such amounts and under such terms and conditions as it may determine.

6.3 Demolition, Clearance and Site Preparation

The Authority may itself or by agreement with others, demolish and clear those buildings, structures and other improvements from property it acquires or that others may own or acquire if such buildings, structures and other improvements are not to be rehabilitated in accordance with this Plan. The Authority may provide or pay for rough and finished site grading and other site preparation services as part of a comprehensive redevelopment program.

6.4 Property Management

During such time as any property is owned by the Authority, such property shall be under the management and control of the Authority and may be rented or leased by it pending disposition for redevelopment, rehabilitation, or other use.

6.5 Public Improvements

The Authority is authorized to undertake and finance, directly or by agreement with others, the design and construction of any and all public improvements and infrastructure required to redevelop the Area, including, without limitation, improvements to address street, streetscape, utility, drainage and infrastructure deficiencies and problems in the Area as well as other elements deemed necessary by the Authority to eliminate and prevent conditions of blight and to carry out the provisions of the Act and the Plan.

6.6 Land Disposition, Redevelopment and Rehabilitation

Purchasers or owners of property within the Area will be obligated to develop, redevelop or rehabilitate such property in accordance with the provisions of this Plan and all applicable City requirements.

The Authority may dispose of property it acquires for redevelopment by private owners by means of a reasonable competitive bidding procedure it establishes in accordance with the Act and pursuant to redevelopment agreements between the Authority and such purchasers. The Authority may also dispose of property for public use by any lawful means.

The Authority may also enter into redevelopment and reimbursement agreements with property owners in the Area for the development, redevelopment or rehabilitation of their property. Such agreements will provide for such participation and assistance as the Authority may elect to provide
to such owners, including, without limitation, financial assistance consistent with the Act and the issuance of Bonds, including notes, and other financial obligations to carry out the Urban Renewal Project in whole or in part.

All such redevelopment, owner participation and other agreements shall contain, at a minimum, provisions requiring:

6.6.1 Compliance with the Plan and all applicable City codes, ordinances, engineering standards, specifications and policies;

6.6.2 Covenants to begin and complete development, construction or rehabilitation of both public and private improvements within a period of time deemed to be reasonable by the Authority;

6.6.3 The financial commitments of each party (but nothing herein shall obligate the Authority to make any such financial commitment to any party or transaction).

6.7 Cooperation Agreements

For the purposes of planning and carrying out this Plan, the Authority may enter into one or more cooperation agreements with the City or other public bodies as required or authorized by the Act. Without limitation, such agreements may include project financing and implementation; design, location and construction of public improvements; revenue sharing or other measures approved by the Authority to offset Urban Renewal Project impacts on improvements or services; and any other matters required to carry out this Urban Renewal Project. It is recognized that cooperation with the City and other public and private bodies may be required to coordinate such issues as the design, construction and timing of public and private improvements within and outside of the Area to properly and efficiently carry out the goals and objectives of this Plan. Cooperation agreements addressing such issues are deemed necessary and incidental to the planning and execution of the Project.

6.8 Other Project Undertakings and Activities

Other undertakings and activities deemed necessary by the Authority to carry out the Urban Renewal Project described in this Plan may be undertaken and performed by the Authority or pursuant to agreements with other parties or public bodies in accordance with the authorization of the Act and any and all applicable laws, including compliance with the requirements for including agricultural land in the Urban Renewal Area.

7.0 PROJECT FINANCING

The Authority is authorized to finance activities and undertakings under this Plan by any method authorized by the Act or any other applicable law, including without limitation, appropriations, loans or advances from the City; federal loans and grants; state loans and grants; interest income; pay as you go arrangements; annual appropriation agreements; agreements with public and private
parties or entities; sale of securities; loans, advances and grants from any other available source.

Any and all financing methods legally available to the City, the Authority, any private developer, redeveloper or owner may be used to finance in whole or in part any and all costs, including without limitation, the cost of public improvements, described or anticipated in the Plan or in any manner related or incidental to the development of the Urban Renewal Area. Such methods may be combined to finance all or any part of activities and undertakings throughout the Urban Renewal Area. Any financing method authorized by the Plan or by any applicable law, including without limitation, the Act, may be used to pay the principal of and interest on and to establish reserves for indebtedness, including Bonds (whether funded, refunded, assumed or otherwise) incurred by the Authority or the City to finance activities and undertakings authorized by the Act and this Plan in whole or in part.

The Authority is authorized to issue Bonds, including, without limitation, notes or any other financing instruments or documents in amounts sufficient to finance all or part of the Urban Renewal Plan. The Authority is authorized to borrow funds and to create indebtedness in carrying out this Plan. The principal, interest and any premiums due on or in connection with such indebtedness may be paid from any funds available to the Authority.

The Project may be financed by the Authority under the Tax Increment Financing (TIF) provisions of the Act and will require use of tax allocation for the Duration of the full twenty-five year period authorized by the Act. Under the TIF method of financing the Project, property taxes levied after the effective date of the approval of this Plan upon taxable property in the Urban Renewal Area each year by or for the benefit of any public body and all municipal sales taxes collected within the Urban Renewal Area, or both such taxes, shall be divided for a period not to exceed twenty-five (25) years after the effective date of the adoption of this TIF provision, as follows:

7.1 Base Amount

That portion of the taxes which are produced by the levy at the rate fixed each year by or for such public body upon the valuation for assessment of taxable property in the Urban Renewal Area last certified prior to the effective date of approval of the Plan and all municipal sales taxes collected within the boundaries of the Urban Renewal Area in the twelve-month period ending on the last day of the month prior to the effective date of the approval of the Plan shall be paid into the funds of each such public body as are all other taxes collected by or for said public body; except that, in accordance with Section 107(9)(g) of the Act, property currently classified and assessed as agricultural by the Montrose County Assessor shall be valued at its fair market value solely for the purposes of establishing the initial base value of the Urban Renewal Area.

7.2 Increment Amount

That portion of said property taxes and, except for the revenue from the 0.3% municipal sales tax for recreation district facilities approved by the voters of the City on April 1, 2014, which is excluded from the allocation of TIF revenue, all of said municipal sales taxes in excess of such base amount shall be allocated to and, when collected, paid into a special fund of the Authority to
pay the principal of, the interest on, and any premiums due in connection with the bonds of, loans or advances to, or indebtedness incurred by (whether funded, refunded, assumed or otherwise) the Authority for financing or refinancing, in whole or in part, the Project.

Unless and until the total valuation for assessment of the taxable property in the Urban Renewal Area exceeds the base valuation for assessment of the taxable property in the Urban Renewal Area, all of the taxes levied upon taxable property in the Urban Renewal Area shall be paid into the funds of the respective public bodies. Unless and until the total municipal sales tax collections in the Urban Renewal Area exceed the base year municipal sales tax collections, all such sales tax collections shall be paid into the funds of the City.

When such bonds, loans, advances and indebtedness, including interest thereon and any premiums due in connection therewith, have been paid, all taxes upon the taxable property in the Urban Renewal Area shall be paid into the funds of the respective public bodies and all such municipal sales tax collections in the Urban Renewal Area shall be paid into the funds of the City.

The increment portion of the taxes, as described in this Section 7.2, are irrevocably pledged by the Authority for the payment of the principal of, the interest on, and any premiums due in connection with such Bonds, including any loans, advances and other indebtedness incurred by the Authority to finance the Urban Renewal Project, but excluding any offsets collected by the County Treasurer for return of overpayments or any reserve funds reserved by the Authority for such purposes in accordance with Section 31-25-107(9)(a)(III) and (b) of the Act, and also excluding a reasonable amount each year as determined by the Authority for payment of maintenance and operating expenses associated with administering the Plan, carrying out the Urban Renewal Project, and maintaining the existence of the Authority. The Remainder of the Property Tax Increment Revenues (as described and defined in this Plan) is immediately subject to the lien provided by the provisions of Section 11-57-208, C.R.S., effective as of the date this Plan is approved by the City Council of the City. Such pledge is necessary and required for the benefit of the Authority and private enterprise in order to carry the Urban Renewal Project in accordance with the requirements of Section 31-25-107(4)(g) of the Act. Such Remainder of the Property Tax Increment Revenues is and shall be subject to the lien of such pledge for the Duration of the Project without any physical delivery, filing, or further act. The creation, perfection, enforcement and priority of the pledge of the Remainder of the Property Tax Increment Revenues as provided herein shall be governed by Section 11-57-208, C.R.S. The lien of such pledge on the Remainder of the Property Tax Increment Revenues shall have priority over any of all other obligations and liabilities of the Authority with respect to the Remainder of the Property Tax Increment Revenues.

8.0 CHANGES IN APPROVED PLAN

This Plan may be modified solely pursuant to the provisions of the Act governing such modifications and the protections and notices to owners and others required by the Act.
9.0 MINOR EXCEPTIONS

In specific cases, the City Manager may allow minor exceptions or variations from the provisions of the Plan if the City Manager determines that literal compliance or enforcement of the provisions of the Plan would constitute an unreasonable restriction, limitation, or hardship beyond the intent and purpose of the Plan.
EXHIBIT A

Legal Description of Urban Renewal Area and of Agricultural Land

A parcel of land located within the Sections 20, 21, 28 and 29 all in Township 49 North, Range 9 West of the New Mexico Principal Meridian, having a description based upon a bearing of N.89°30'44"W. from the section corner common to Sections 20, 21, 28 and 29 (monumented by a 2" aluminum cap PLS 12062) to the 1/4 corner common to Sections 20 and 29 (monumented by a 2" aluminum cap PLS 12180) with all other bearings relative thereto and being more particularly described as follows:

Beginning at the 1/4 corner common to Sections 28 and 29 (monumented by a 2 foot diameter pipe 6 feet tall) and running thence along the section line common to Sections 28 and 29 N.00°15'19"W. 760.40 feet to the centerline of the Uncompahgre River (monumented by a witness corner bearing N.00°15'19"W. 291.34 feet from the true corner position and being a 1 1/2" aluminum cap LS 12180); thence leaving said section line and running along and generally following the centerline of the Uncompahgre River the following courses: N.45°01'42"W. 204.14 feet; thence N.65°48'59"W. 178.18 feet; thence S.86°09'06"W. 214.14 feet; thence N.79°12'25"W. 82.46 feet; thence N.46°42'39"W. 193.08 feet (monumented by a witness corner bearing S.29°57'30"W. 66.94 feet and being a 2" aluminum cap PLS 25972); thence leaving said centerline of the Uncompahgre River and running along the northwesterly line of Lot 7 of the Replat of Lots 6 & 7 Palomino Acres Subdivision Unit Three S.29°57'30"W. 337.05 feet to the northeasterly corner of Lot 6 of said Replat (monumented by a 1 1/2" aluminum cap LS 7160); thence N.38°11'37"W. 477.56 feet to the northwest corner of Lot 6 of said Replat (monumented by a 1 1/2" aluminum cap LS 7160); thence along the northeasterly line of Block 1 of Palomino Acres Sub. Unit 2 N.38°13'19"W. 589.63 feet to the northwesterly corner of Lot 6, Block 1, Palomino Acres Sub. Unit 2 (monumented by a 1 1/2" aluminum cap LS 33645); thence N.38°00'53"W. 40.14 feet to the northeasterly corner of Lot 5, Block 1, Palomino Acres Sub. Unit 2 (monumented by a 1 1/2" aluminum cap LS 33645); thence N.38°21'38"W. 140.95 feet to the northwesterly corner Lot 5, Block 1, Palomino Acres Sub. Unit 2 (monumented by a 2" aluminum cap PLS 25972); thence along the easterly line of Block 1 of the Amended Plat of Palomino Acres Sub. Unit One N.00°03'52"E. 340.08 feet (monumented by a 2" aluminum cap PLS 25972); thence along the south line of Amended Lot 4 of the Palomino Acres Subdivision Unit No. Three S.89°48'00"E. 68.27 feet, more or less, to the approximate centerline of the Uncompahgre River; thence along the centerline of said Uncompahgre River the following courses: N.29°04'38"W. 125.81 feet; thence N.02°10'15"E. 194.05 feet; thence N.03°27'16"W. 196.50 feet; thence N.18°48'22"W. 239.89 feet; thence N.04°27'40"W. 266.60 feet (monumented by a witness corner bearing N.85°47'49"E. 299.77 feet from true corner position and being a 1 1/2" aluminum cap PLS 7970); thence leaving said centerline of the Uncompahgre River N.85°47'49"E. 459.88 feet (monumented by a 1 1/2" aluminum cap PLS 7970); thence N.15°39'05"E. 372.93 feet (monumented by a 1 1/2" aluminum cap PLS 7970); thence S.68°18'09"E. 230.19 feet (monumented by a 1 1/2" aluminum cap PLS 7970); thence N.73°03'42"E. 283.55 feet (monumented by a 1 1/2" aluminum cap PLS 12180); thence N.00°28'40"W. 342.46 feet (monumented by a 1 1/2" aluminum cap PLS 12180); thence N.01°00'37"W. 107.99 feet (monumented by a 1 1/2" aluminum cap PLS 33645); thence N.89°21'59"W. 50.63 feet (monumented by a 1 1/2" aluminum cap PLS 33645); thence along a non-tangent curve to the
right, with an arc length of 33.09 feet and having a radius of 130.00 feet, with a chord bearing and
distance of N.22°14'59"W. 33.00 feet (monumented by a witness corner bearing S.89°24'41"E. 3.00 feet from true corner position and being a 1 1/2" aluminum cap PLS 33645); thence S.89°24'41"E. 127.83 feet (monumented by a 2" aluminum cap PLS 25972); thence S.00°25'52"E. 30.44 feet (monumented by a 1 1/2" aluminum cap PLS 7970); thence S.00°18'42"E. 701.34 feet (monumented by a 1 1/2" aluminum cap PLS 12180); thence S.00°34'43"E. 250.11 feet (monumented by a 1 1/2" aluminum cap PLS 12180); thence S.00°29'41"E. 77.14 feet (monumented by a 1 1/2" aluminum cap PLS 12180); thence along the south line of Court Park Filing No. 2 under Reception No. 649358 the following two (2) courses: (1) S.80°30'25"E. 309.27 feet (monumented by a 2" aluminum cap PLS 25972); thence S.80°28'49"E. 204.41 feet (monumented by a 1 1/2" aluminum cap PLS 12180); thence S.35°09'40"E. 172.26 feet (monumented by a 1 1/2" aluminum cap PLS 12180); thence along the south line of Court Park Filing No. 1 under Reception No. 627713 S.35°09'40"E. 172.26 feet (monumented by a 1 1/2" aluminum cap PLS 12180); thence along the boundary line of lot 2 of Logan Minor Subdivision the following courses: N.49°34'48"E. 69.04 feet (monumented by a 1 1/2" aluminum cap PLS 12180); thence S.40°25'30"E. 27.17 feet (monumented by a 1 1/2" aluminum cap PLS 12180); thence N.50°33'48"E. 20.26 feet (monumented by a 1 1/2" aluminum cap PLS 12180); thence S.40°31'19"E. 18.69 feet (monumented by a 1 1/2" aluminum cap PLS 12180); thence N.48°52'35"E. 4.32 feet (monumented by a 1 1/2" aluminum cap PLS 12180); thence S.48°52'35"E. 4.32 feet (monumented by a 1 1/2" aluminum cap PLS 12180); thence N.05°02'30"E. 51.65 feet (monumented by a 1 1/2" aluminum cap PLS 12180); thence S.85°27'57"E. 16.96 feet (monumented by a 1 1/2" aluminum cap PLS 12180); thence N.51°13'58"E. 4.92 feet (monumented by a 1 1/2" aluminum cap PLS 12180); thence N.10°50'05"E. 21.43 feet (monumented by a 1 1/2" aluminum cap PLS 12180); thence N.46°31'04"W. 15.06 feet (monumented by a 1 1/2" aluminum cap PLS 12180); thence N.38°14'00"E. 41.08 feet (monumented by a 1 1/2" aluminum cap PLS 12180); thence along a non-tangent curve to the left, with an arc length of 102.29 feet and having a radius of 200.00 feet, with a chord bearing and distance of S.70°31'39"E. 101.18 feet (monumented by a 1 1/2" aluminum cap PLS 12180); thence S.04°48'14"W. 185.92 feet (monumented by a 1 1/2" aluminum cap PLS 16840); thence leaving said Lot 2 running along the south line of Court Park Filing No. 1 under Reception No. 627713 the following two (2) courses; (1) thence S.89°38'15"E. 214.95 feet (monumented by a 1 1/2" aluminum cap PLS 12180); (2) thence S.89°38'53"E. 190.00 feet (monumented by a 1 1/2" aluminum cap PLS 25972); thence along a non-tangent curve to the left, with an arc length of 238.74 feet and having a radius of 595.00 feet, with a chord bearing and distance of S.46°38'05"W. 237.15 feet (monumented by a 1 1/2" aluminum cap PLS 33645); thence N.89°28'21"W. 46.31 feet (monumented by a 1 1/2" aluminum cap PLS 33645); thence S.00°23'06"W. 83.52 feet (monumented by a 1 1/2" aluminum cap PLS 33645); thence along a non-tangent curve to the left, with an arc length of 264.25 feet and having a radius of 680.24 feet, with a chord bearing and distance of S.10°54'36"W. 262.59 feet (monumented by a 1 1/2" aluminum cap PLS 33645); thence N.89°27'45"W. 305.63 feet to the section line common to Sections 28 and 29 (monumented by a 1 1/2" aluminum cap PLS 7160); thence running along said section line S.00°13'10"E. 629.20 feet (monumented by a 1 1/2" aluminum cap LS 7160); thence leaving said section line and running along the boundary line of Triple K Minor Subdivision the following courses: S.89°38'35"E. 645.52 feet; thence S.41°12'31"E. 432.73 feet; thence S.41°12'34"E. 571.06 feet; thence leaving said subdivision line and running along the southwesterly right-of-way line of North Grand Ave. the following courses: S.41°13'01"E. 451.46 feet; thence S.41°13'33"E.
387.27 feet; thence leaving said right-of-way line S.89°36'57"W. 157.01 feet; thence S.00°24'51"W. 134.42 feet (monumented by a 1 1/2" aluminum cap LS 12180); thence S.55°43'03"E. 309.29 feet (monumented by a 1 1/2" aluminum cap LS 12180); thence N.61°30'21"E. 134.00 feet to the southwesterly right-of-way line of North Grand Avenue (monumented by a 2" aluminum cap PLS 25972); thence along said southwesterly right-of-way line of North Grand Avenue S.41°13'35"E. 825.44 feet to the westerly line of P.W. Amended Plat (monumented by a witness corner bearing S.41°13'35"E. 2.31 feet from the true corner position and being a 1 1/2" aluminum cap LS 12420); thence along the westerly line of P.W. Amended Plat S.00°28'22"W. 595.24 feet to the SE corner of said N1/2 of the SW1/4, also being the CS1/16 corner (monumented by a 1 1/2" aluminum cap LS 7970); thence along the south line of said N1/2 of the SW1/4 N.89°33'08"W. 634.72 feet (monumented by a witness corner bearing S.89°33'08"E. 125.00 feet from the true corner position and being by a 2" aluminum cap PLS 25972); thence N.29°13'13"W. 39.36 feet to the centerline of the Uncompahgre River; thence along the centerline of the Uncompahgre River the following eight (8) courses: (1) N.40°58'53"W. 211.90 feet; (2) thence N.50°33'35"W. 577.71 feet; (3) thence N.39°04'06"W. 113.76 feet; (4) thence N.19°43'50"W. 79.85 feet; (5) thence N.02°11'15"W. 125.97 feet; (5) thence N.13°11'20"E. 210.10 feet; (7) thence N.16°31'20"E. 166.72 feet; (8) thence N.01°55'50"E. 114.19 feet to the North line of the N1/2 of the SW1/4 of said Section 28 (monumented by a witness corner bearing N.89°39'53"W. 34.00 feet from the true corner position and being by a 2" aluminum cap PLS 25972); thence leaving said centerline and running along the North line of said N1/2 of the SW1/4 N.89°39'53"W. 1364.11 feet to the Point of Beginning, said parcel containing 158.207 Acres, more or less.
City of Montrose,
County of Montrose,
State of Colorado.
EXHIBIT B

Map of Urban Renewal Area