

**THE URBAN RENEWAL PLAN FOR THE  
ESTES PARK 21<sup>ST</sup> CENTURY URBAN RENEWAL PROJECT**

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**I. DEFINITIONS**

The terms used in this Urban Renewal Plan shall have the following meanings.

Act means the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, of the Colorado Revised Statutes.

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

Authority means the Estes Park Urban Renewal Authority.

Comprehensive Plan means the Estes Valley Comprehensive Plan adopted in 1996 as such comprehensive plan may be supplemented and amended in the future.

Plan or Urban Renewal Plan means this urban renewal plan as it may be amended in the future.

Project or Urban Renewal Project means all of the activities and undertakings described in or permitted pursuant to this Urban Renewal Plan and the Act.

Town means the Town of Estes Park, Colorado.

**II. INTRODUCTION**

The purpose of this Plan is to implement those provisions of the Comprehensive Plan that apply to the Urban Renewal Area and to continue the redevelopment of Estes Park begun under the Estes Park Downtown Redevelopment Program by financing and constructing needed public improvements and encouraging and cooperating with private enterprise. To the extent that the Comprehensive Plan is re-enacted, supplemented, or amended in the future, this Plan shall be considered automatically modified to conform with the re-enacted, supplemented, or amended Comprehensive Plan.

This Urban Renewal Plan has been prepared for the Town Trustees of the Town 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.

**III. URBAN RENEWAL AREA BOUNDARIES**

The location and boundaries of the Urban Renewal Area within the Town are shown in Exhibit A. The Urban Renewal Area contains approximately 230 acres and is described in Exhibit B.

#### **IV. SUMMARY OF STATUTORY CRITERIA**

The Authority contracted with Terrance Ware & Associates to survey and document whether conditions that constitute a blighted area, as defined in the Act, exist in the Area. The result of the survey is included in a document entitled An Analysis of Existing Conditions Relating to Blight (the Conditions Survey) dated August 2007 consisting of 34 pages, related exhibits, a description of existing conditions, and numerous photographs. The Conditions Survey is incorporated herein by reference.

The Conditions Survey shows that the following factors listed in the Act are present in the Area and that these conditions qualify the Area as a blighted area as defined in the Act:

Slum, deteriorated, or deteriorating structures;

Predominance of defective or inadequate street layout;

Faulty lot layout in relation to size, adequacy, accessibility, or usefulness;

Unsanitary or unsafe conditions;

Deterioration of site or other improvements;

Inadequate public improvements or utilities;

Defective or unusual conditions of title rendering the title non-marketable;

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;

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.

#### **V. 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 Town, with the cooperation and active participation of private enterprise and other public bodies, will undertake a program to eliminate the conditions of blight identified in the Conditions Survey while implementing the Comprehensive Plan and implementing and completing redevelopment activities and undertakings begun under the Estes Park Downtown Redevelopment Program.

A. Urban Renewal Plan Goals and the Plan Relationship to Local and Regional Objectives

1. Goals of the Plan

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

- a. The Plan will implement the Comprehensive Plan, including, without limitation, the following:
  - (1) The Plan encourages existing and future commercial uses to locate within a compact, well-defined downtown business district.
  - (2) The Plan provides a pedestrian-friendly downtown environment that provides for pedestrian movement, areas for relaxing, gathering and window shopping.
  - (3) The Plan encourages outdoor public spaces, including spaces for outdoor gathering, dining, nature and people watching.
  - (4) The Plan encourages infill of older core areas in order to reduce infrastructure costs and stabilize residential neighborhoods.
  - (5) The Plan encourages an adequate blend of public and private parking for residents and visitors.
  - (6) The Plan will provide a means of redeveloping existing substandard areas.
- b. The Plan will promote a balance of complementary land uses in the Area.
- c. Implementation of the Plan will eliminate and prevent conditions of blight in the Urban Renewal Area.
- d. 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.
- e. The Plan will upgrade public facilities, infrastructure, access, traffic, pedestrian and bicycle circulation, public utilities, public amenities, recreation and drainage in the Urban Renewal Area.
- f. The Plan will help attract capital investment and new retail businesses,

retention and development of a competitive regional retail market, thereby providing employment and strengthening the Town economic base.

- g. The Plan will expand retail opportunities for the citizens of and visitors to Estes Park and the surrounding area and create a stable and growing sales tax base for the Town.
- h. The Plan will improve conditions and correct problems in the Area related to vehicular access and circulation, public utilities, drainage, environmental contamination, public safety, and public amenities.
- i. The Plan will provide the means for completing the activities and undertakings begun under the Estes Park Downtown Redevelopment Program.

## 2. Relationship to Local and Regional Objectives

The Plan conforms with and is designed to implement the Comprehensive Plan, including the following regional objectives in the Area:

- a. Urban land use should occur within the Town limits of Estes Park;
- b. Encouraging cooperation among governments and government agencies in the Area;
- c. Encourage a comprehensive and balance transportation system for the Estes Valley, while maintaining a local road system consistent with the rural mountain resort character of the Valley;
- d. Create a comprehensive and integrated trail system for the Estes Valley;
- e. Ensure that new development minimizes the impacts to visual and environmental quality within the Estes Valley;
- f. Establish the basis for a sound tourism market and sustainable economic climate;
- g. The Town and Larimer County will work together to implement the Comprehensive Plan, to ensure that future development takes place in an orderly fashion that takes advantage of existing urban services and avoids non-contiguous, scattered development within the Estes Valley;
- h. A joint partnership between the Town, the Authority, Larimer County, Rocky Mountain National Park and other state and federal agencies will

be created to promote integrated planning that meets the goals of the various entities and creates a model for natural resource preservation, tourism, and sustainable communities.

B. Land Use Regulations and Building Requirements

The Plan will provide a comprehensive and unified plan to promote and encourage high quality development of the Urban Renewal Area by private enterprise. In addition to the land use and building requirements contained in the Estes Park Development Code and the provisions of this Plan, the Authority may adopt design guidelines and standards (Design Guidelines and Standards) that will apply to owners of real property that enter into redevelopment or rehabilitation agreements with the Authority. If adopted by the Authority, the Design Guidelines and Standards shall apply to both public and private improvements.

The Plan and the Design Guidelines and Standards will implement the provisions of Section 31-25-107(8) of the Act, which provides that, upon approval of the Plan by the Town Trustees, the provisions of the Plan shall be controlling with respect to land area, land use, design, building requirements, timing, or procedure applicable to the Area.

In the event of a conflict involving the provisions of Town codes, the Plan, and the Design Guidelines and Standards, the most restrictive provision shall govern.

1. Uses

Permitted uses for properties in the Urban Renewal Area shall be those uses allowed in the Estes Park Development Code and this Plan.

2. Plan Review Process

The purposes of the Plan are to eliminate and prevent blight in the Urban Renewal Area and to achieve development of the highest quality in the Urban Renewal Area. To assure that those purposes are accomplished, the Authority shall review all plans or proposals for development in the Area where owners of real property that enter into redevelopment or rehabilitation agreements with the Authority, to determine compliance with the Plan and, if applicable, the Design Guidelines and Standards. No building permit shall be issued prior to and unless the Authority makes a finding that such plans or proposals comply with this Plan and, if applicable, the Design Guidelines and Standards.

a. Site Development Plan.

Each plan or proposal shall be accompanied by a site development plan. The site development plan shall be submitted to the Authority in a form required by applicable Town codes, as such provisions may be amended from time to time.

b. Review Standards.

The decision of the Authority shall be based on whether a proposed site development plan meets the following standards.

- (1) The proposal should be consistent with the purposes and standards of this Plan and the Town codes, regulations, and policies.
- (2) The proposal should identify and specify factors that mitigate any potential negative impacts on nearby properties.
- (3) The proposal should identify and specify factors that maximize potential positive impacts on nearby properties.
- (4) The proposal should include adequate facilities for pedestrians, bicyclists and motorists.
- (5) The proposal should optimize conservation of energy, water, and other resources on a site-specific scale.
- (6) The land uses within the proposal should be compatible with one another.
- (7) The proposal should include any common areas serving the site, and contain adequate provisions for ownership and maintenance of such areas.
- (8) The proposal should include adequate public improvements (both on and off site) to be provided in a timely fashion.
- (9) The proposal is consistent with the Design Guidelines and Standards, if applicable.
- (10) The proposal includes pedestrian-friendly design features.

## **VI. PROJECT ACTIVITIES**

The following provisions shall apply to the Area. In accordance with the Act, the Authority may undertake these activities directly or, to the extent authorized by applicable law, contract with third parties to do so.

### **A. Land Acquisition**

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. The Authority may acquire any interest in property by any manner available, including by exercise of the power of eminent domain, provided the Authority first complies with all provisions of applicable law. The Authority may acquire property in the Area 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; for needed public improvements; and for any other lawful purpose authorized by the Plan, the Act or any other applicable law.

B. Relocation

If acquisition of property 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 (unless applicable law requires otherwise) relocation payments to eligible residents and businesses in such amounts and under such terms and conditions as it may determine and as may be required by law.

C. Demolition, Clearance and Site Preparation

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

D. Property Management

During such time as any property is acquired by the Authority, for disposition for redevelopment, such property shall be under the management and control of the Authority and may be rented or leased by it pending disposition for redevelopment or rehabilitation. Notwithstanding the foregoing, the Authority may acquire property, develop, construct, maintain, and operate thereon buildings and facilities devoted to uses and purposes as the Authority deems to be in the public interest.

E. Public Improvements

If applicable, the Design Guidelines and Standards will be applicable for all public improvements and infrastructure. The Design Guidelines and Standards shall include criteria and standards to address street, streetscape, utility, drainage and flood 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. The Plan will provide the means for completing the activities and undertakings begun under the Estes Park Downtown Redevelopment Program.

F. 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, if applicable, the Design Guidelines and Standards.

The Authority may dispose of property it acquires 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 enter into owner participation agreements with property owners in the Area for the development, redevelop or rehabilitation of their property. Such agreements will provide for such participation and assistance as the Authority may elect to provide to such owners.

The Authority may develop, construct, maintain, and operate buildings and facilities devoted to uses and purposes as the Authority deems to be in the public interest.

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

1. Compliance with the Plan and, if applicable, the Design Guidelines and Standards and Town codes and requirements;
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;
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).

G. Cooperation Agreements

For the purposes of planning and carrying out this Plan in the Area, the Authority may enter into one or more cooperation agreements with the Town or other public bodies. Without limitation, such agreements may include project financing and implementation; design, location and construction of public improvements; and any other matters required to carry out this Project. It is recognized that cooperation with the Town and other public and private bodies may be required to coordinate such issues as the design, construction, maintenance, operation, 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.

H. Other Project Undertakings and Activities

Other Project undertakings and activities deemed necessary by the Authority to carry out the Plan in the Area 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.

## **VII. 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 Town; loans and grants of any kind; 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 Town, 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 improvements described or anticipated in the Plan and begun under the Estes Park Downtown Redevelopment Program and attached to this Plan as Exhibit C or in any manner related or incidental to the development or redevelopment 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 (whether funded, refunded, assumed or otherwise) incurred by the Authority or the Town to finance activities and undertakings authorized by the Act and this Plan in whole or in part.

The Authority is authorized to issue notes, bonds 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 through reimbursement agreements or otherwise as authorized by the Act. 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 allocation financing provisions of the Act. Under the tax allocation 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 of the 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 tax allocation provision, as follows:

### **A. 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 or, as to an area later added

to the Urban Renewal Area, the effective date of the modification of the Plan and that portion of 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.

**B. Increment Amount**

That portion of said property taxes or all or any portion of said sales taxes, or both, 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 Town.

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 Town.

The increment portion of the taxes, as described in this subparagraph B, may be irrevocably pledged by the Authority for the payment of the principal of, the interest on, and any premiums due in connection with such bonds, loans, advances and indebtedness incurred by the Authority to finance the Project.

**VIII. CHANGES IN APPROVED PLAN**

This Plan may be modified pursuant to the provisions of the Act governing such modifications, including Section 31-25-107, C.R.S.

**IX. MINOR VARIATIONS**

The Authority may in specific cases allow minor variations from the provisions of the Plan if it determines that a literal enforcement of the provisions of the Plan would constitute an unreasonable limitation beyond the intent and purpose of the Plan.

# EXHIBIT A MAP OF URBAN RENEWAL AREA



**EXHIBIT B**  
Legal Description of the Urban Renewal Area

The boundaries of the Estes Park 21<sup>st</sup> Century Urban Renewal Area are described as follows:

Beginning at the intersection of the east line of Section 24, Township 5 North, Range 73 West of the 6<sup>th</sup> P.M. and the northeasterly right-of-way line of Steamer Drive; thence southeasterly along said northeasterly right-of-way line to its intersection with the southerly line of Lot 1, Stanley Hills Subdivision; thence easterly along said southerly line to the northerly right-of-way line of Highway 34 (Big Thompson Avenue); thence southerly, crossing Highway 34 (Big Thompson Avenue), to the northeasterly corner of Lot 1A, Replat of a Portion of Lot 4 and all of Lot 1, Stanley Meadows Addition; thence southeasterly along the easterly line of said replat of Stanley Meadows Addition to the southerly line of said replat; thence westerly along said southerly line to the southwest corner of said replat and the southeast corner of Lot 2, Stanley Meadows Addition; thence westerly along the southerly line of said Lot 2 to the southwest corner thereof; thence south to the northerly right-of-way line of Highway 36 (St. Vrain Avenue); thence easterly along said northerly right-of-way line to the northwest corner of Lot 44, Little Prospect Mountain Addition; thence easterly along the northerly line of said Lot 44 to the northeast corner thereof; thence southeasterly along the northeasterly line of said Lot 44 to the northerly right-of-way line of Highway 36 (St. Vrain Avenue); thence southeasterly along the northerly right-of-way line of Highway 36 (St. Vrain Avenue) to a point due north of the intersection of the southerly right-of-way line of Highway 36 (North St. Vrain Avenue) and the easterly right-of-way of Second Street in Reclamation Subdivision; thence south to the northwest corner of Second Street right-of-way in Reclamation Subdivision; thence southwest along said easterly right-of-way line to its intersection with the northeasterly right-of-way line of Highway 7 (South St. Vrain Avenue); thence southeasterly along said northeasterly right-of-way line to the northwesterly right-of-way line of 5<sup>th</sup> Street; thence northeasterly along said northwesterly right-of-way line to the southwest right-of-way line of East Lane; thence northwesterly along said southwest right-of-way line to an extension thereof with the northwesterly right-of-way line of 4<sup>th</sup> Street; thence northeasterly along said northwesterly right-of-way line to the southerly right-of-way line of Highway 36 (North St. Vrain Avenue); thence southeasterly along said southerly right-of-way line to a point in common with the northerly line of Little Prospect Mountain Addition; thence continuing along said southerly right-of-way line and northerly line of Little Prospect Mountain Addition to a point where the northerly line of Little Prospect Mountain Addition departs from said southerly right-of-way line, thence continuing along the northerly line of Little Prospect Mountain Addition to the east line of Section 30, T5N, R72W, thence southerly along the east line of said section to the southerly right-of-way line of Manford Avenue and the northerly line of the Park R-3 School District property; thence westerly along said northerly line approximately 660'; thence south 410' into the Park R-3 School District; thence S 38° W 340'; thence West 425' more or less to the westerly line of the Park R-3 School District and the easterly right-of-way line of Community Drive; thence northerly along said right-of-way line to the southerly right-of-way line of Manford Ave.; thence westerly along said southerly right-of-way line to the northwesterly corner of the Lone Tree Village Apartments; thence southerly along the westerly line of the Lone Tree Village Apartments and the extension thereof to the

southerly right-of-way line of Graves Avenue; thence westerly along said southerly right-of-way line and its extension thereof to the southwesterly right-of-way line of Highway 7 (South St. Vrain Avenue); thence northwesterly along said southwesterly right-of-way line to the southerly right-of-way line of Stanley Avenue; thence northwesterly and northerly along the southerly, southwesterly, and westerly right-of-way line of Stanley Avenue to the southwesterly right-of-way line of Highway 36 (St. Vrain Avenue); thence westerly along said southwesterly right-of-way line of Highway 36 (St. Vrain Avenue) to the southerly high water mark of the Big Thompson River; thence westerly along said high water line to the easterly line of Riverside Subdivision; thence southerly along said easterly line to the southeast corner of Lot 26 of Riverside Subdivision; thence westerly along the southerly line of said Lot 26 to a point that is N 02 degrees 42 minutes E 85.3 feet from a point on the southerly line of Lot 25, Riverside Subdivision and S 81 degrees 53 minutes E 138.0 feet from the baseline of Riverside Subdivision; thence S 02 degrees 42 minutes W to the southerly line of said Lot 25; thence westerly along said southerly line 32.5 feet; thence S 30 degrees 10 minutes W 86.5 feet to the southerly line of Lot 24, Riverside Subdivision; thence westerly along said southerly line 5.2 feet; thence S 28 degrees 33 minutes W to the southerly line of Lot 23, Riverside Subdivision; thence southwesterly to a point that is N 7 degrees 45 minutes E 50 feet from a point on the southerly line of Lot 22, Riverside Subdivision and 15 feet easterly from the baseline of said Riverside Subdivision; thence S 7 degrees 45 minutes W to the southerly line of said Lot 22; thence easterly along said southerly line to the westerly line of Lot 1, Cyteworth Resubdivision; thence southerly along the westerly line of said Lot 1 to the southwest corner thereof; thence southerly across Cyteworth Road to the northwesterly corner of Lot 5, Mocassin Addition; thence southwesterly along the northwesterly lines of Lots 5, 4, 2, and 1 of said Mocassin Addition to the southerly corner of said Lot 1; thence S 51 degrees 55 minutes W 25.4 feet; thence S 78 degrees 50 minutes W 29.0 feet to the southerly line of said Mocassin Addition and the southerly right-of-way line of East Riverside Drive; thence westerly along said southerly right-of-way line to the east right-of-way line of Craggs Drive; thence westerly crossing Craggs Drive along the southerly right-of-way line of Riverside Drive to the southwesterly line of Lot 4, Prospect Village Subdivision extended southeasterly to the said southerly right-of-way line; thence northwesterly along said southeasterly extension of said Lot 4 and southwesterly line of Lot 4 to the west line of Prospect Village Subdivision; thence northerly along said west line and the extension thereof to the northerly right-of-way line of US Highway 36 (Moraine Ave.); thence easterly along said northerly-right-of-way line to the east line of Lot 7, 1<sup>st</sup> Resubdivision of Buenna Vista Terrace; thence northerly along said east line to the northeast corner of said Lot 7; thence easterly to the northwest corner of Lot 5 of the Amended Plat of Lot 5 and the East 95 Feet of Lot 6 of Buenna Vista Terrace; thence easterly, northerly, and easterly along the northerly lines of said Lot 5 to the east line of Lot 16B of 1<sup>st</sup> Resubdivision of Buenna Vista Terrace; thence northerly along the east line of said Lot 16B, 15B, 14B, 13B, 12B, 11B, and 10B of said resubdivision to the northeast corner of said Lot 10B; thence westerly along the north line of said Lot 10B to the northwest corner thereof; thence north along the west line of Lots 9B, 8B, 7B, 6B, 5B, and part of 4B of said resubdivision to the north line of Lot 39B of said resubdivision extended easterly; thence westerly along said north line extension and the north line of Lots 39, 40, 41, 42 and 43 of said resubdivision to the northerly right-of-way line of Courtney Lane; thence westerly along said northerly right-of-way line to the southeast corner of

Lot 44 of said resubdivision; thence northerly along the easterly line of said Lot 44 to the southwest corner of Lot 45 of said resubdivision; thence easterly, northeasterly, and northwesterly along the property lines of Lot 45 of said resubdivision to the north boundary line of said resubdivision; thence westerly along said north boundary line to the Town Limits; thence northerly along the boundary of the Town Limits to the southerly right-of-way line of Business Highway 34 (West Elkhorn Avenue); thence westerly along said southerly right of way line and the boundary line of the Town Limits to the southeast corner of Elkhorn Addition; thence along the southerly lines of Elkhorn Addition and said boundary line of the Town Limits to the southeast corner of Elkhorn Club Estates; thence northerly and easterly along the easterly boundary lines of Elkhorn Club Estates to the southerly right-of-way line of Business Highway 34 (West Elkhorn Avenue); thence easterly along said southerly right-of-way line to the westerly right-of-way line of Far View Drive; thence northerly and easterly along the westerly and northerly right-of-way lines of Far View Drive to a point on the right of way line at the westerly extension of the northerly lot line of Lot 7, Fall River Village Final P.U.D; thence easterly to the northwest corner of said Lot 7; thence southwesterly along the westerly lines of Lot 7, 6 and 5 of Fall River Village Final P.U.D to the northwest corner of Lot 8 Fall River Village Final P.U.D; thence easterly along the northerly line of said Lot 8 and the northerly line of Lot 1, Amended Plat of Block 2, West Park Center Resubdivision to a point on the westerly line of Mountain Gate Condominiums; thence south along the westerly line of said Condominiums to the southwest corner of said Condominiums; thence easterly along the southerly line of said Condominiums to the northwesterly right-of-way line of Spruce Drive; thence easterly, crossing Spruce Drive, to the corner of the easterly right-of-way lines of Spruce Drive and Lawn Lane; thence northeasterly to the north corner of Piltz Resubdivision (also the north corner of Lot 23, Block 10, Town of Estes Park); thence southerly along the easterly line of said Lot 23 to the southeast corner of said Lot 23 and the north line of Block 8, Town of Estes Park; thence easterly along the north line of said Block 8 to the northwest corner of Lot 2, Block 8, Town of Estes Park; thence easterly, crossing Big Horn Drive, to the southwest corner of Lot 19, Block 10, Town of Estes Park; thence easterly along the south lines of said Lot 19 to the southwest corner of Lot 18, Block 10, Town of Estes Park; thence northerly 212.23 feet along the west line of said Lot 18; thence N 88°51'52" W 25 feet; thence N 00°45'08" E 100 feet; thence north 95 feet; thence east 30 feet to the common line between Lots 15 and 16, Block 10, Town of Estes Park; thence north along said common line to the southerly right-of-way line of Virginia Drive; thence easterly crossing Virginia Drive to the western most corner of Lot 6, The First National Subdivision; thence northerly along the westerly line of said Lot 6; thence easterly along the north line of said Lot 6 to the southwest corner of that property at Book 468, Page 659; thence northerly along the westerly line of said Book and Page to the northwest corner of said Book and Page; thence easterly along the northerly line of said Book and Page and the extension thereof to the easterly right-of-way of MacGregor Avenue and a point on the westerly line of Lot 1, Birch Resubdivision; thence southeasterly along the westerly line of Birch Resubdivision to the southwest corner of Birch Resubdivision; thence easterly along the southerly lines of Birch Resubdivision, Birch Addition, and Cliffs Addition to the southeast corner of Cliffs Addition and a point on a southerly line of Lot 1, Stanley Knoll Subdivision; thence southerly and northeasterly along the southerly lines of said Lot 1 to the southeast corner of Stanley Knoll Subdivision and the westerly right-of-way line of Highway 34 Bypass (East Wonderview

Avenue); thence southerly to the northerly right-of-way line of Highway 34 Business (East Elkhorn Avenue); thence easterly along said northerly right-of-way line crossing Highway 34 Bypass (East Wonderview Avenue) to the intersection of the northerly right-of-way line of Highway 34 (Big Thompson Avenue) and the easterly right-of-way line of Highway 34 Bypass (East Wonderview Avenue) which is also the southern most corner of Tract 3, Stanley Addition; thence easterly along the northerly right-of-way line of Highway 34 (Big Thompson Avenue) to the southeast corner of Tract 3, Stanley Addition and a point on the east line of Section 24, Township 5 North, Range 73 West of the 6<sup>th</sup> P.M.; thence northerly along said east line of Section 24 to the True Point of Beginning.

All in the Town of Estes Park.  
County of Larimer,  
State of Colorado

**EXHIBIT C**  
**POSSIBLE EPURA ACTIVITIES BEYOND 2008**

The project activities listed below are representative of the objectives of EPURA over the next 25 years. Numbering represents a West to East order through the Area, not a priority for action. The actual activities undertaken will be decided annually based on available financing, private development interest, and input from the Town Board of Trustees. Other activities could be undertaken and some of those listed may not be.

<b>A. Public Improvement Projects</b>			
		<b>Comment</b>	<b>Expected Impact</b>
<b>1.</b>	<b>Riverwalk Improvements and Enhancements</b>	An allocation for upgrades and improvements to the Riverwalk. Includes Tregent Park, Elkhorn Extension and unspecified future improvements.	Broad- based benefit throughout district and specific adjacent properties
<b>2.</b>	<b>West Elkhorn Streetscape</b>	Create a pedestrian link between downtown and Elkhorn Lodge redevelopment.	Elkhorn lodge and downtown businesses
<b>3.</b>	<b>Wiest Lot Parking Improvements</b>	Decking the Wiest parking lot and possible retail on ground level. Construction and design challenge.	Shops within structure and adjacent properties
<b>4.</b>	<b>Cleave Street Parking and Streetscape</b>	Plan has been done. Make one way, add angle parking.	Cleave Street frontage redevelopment
<b>5.</b>	<b>Moraine Avenue Streetscape Improvements</b>	Elkhorn to Piccadilly Square	Moraine frontage, Piccadilly Square

6.	<b>West Riverside Drive Streetscape Improvements</b>	Old houses, could combine w/Moraine frontages to create two level developments.	Riverside frontage, through to Moraine
7.	<b>Transit-related Amenities</b>	In town transit stop could use some amenities and definition. EPURA role depends on long term future of shuttle-both local and into RMNP.	Broad-based benefit throughout the district
8.	<b>Bond Park Improvements</b>	Revitalize Bond Park as a gathering/events place and transit hub.	Virginia Drive businesses
9.	<b>Virginia Drive Streetscape Improvements</b>	Was to be a part of redevelopment of commercial propertied, but that deal fell through. Still a need to repair sidewalks and opportunity to add amenities.	Possible reinvestment in adjacent properties
10.	<b>Signage Plan</b>	DSW did a plan but needs funding. Possible CVB funding.	Broad-based benefit throughout the district
11.	<b>Route 7 Area Improvements</b>	Largest possible assemblage for commercial development.	Private redevelopment in the immediate area

12.	<b>Stanley Park Improvements (EPURA Participation)</b>	Fairgrounds as a site for events facility. EPURA role could expedite financing a facility.	No direct private development, broad-based improvement to district, increased visitation and expenditures
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<b>B. Private Development Projects</b>			
		<b>Comment</b>	<b>Catalytic Public Actions</b>
A.	<b>Elkhorn Lodge Development</b>	Public improvements tied to redevelopment agreement. How Riverwalk connects to and through the property.	Riverwalk improvements, West Elkhorn connection
B.	<b>Piccadilly Square</b>	Public improvements tied to redevelopment agreement.	Moraine Ave Streetscape
C.	<b>Façade Maintenance and Improvements</b>	Continued improvement and maintenance of properties in the core of downtown to protect the investment of past EPURA actions.	Grants or loans to individual property owners or tenants
D.	<b>Steamer Drive Intersection</b>	Public improvements tied to redevelopment agreement.	Reconfiguration of intersection (not by EPURA)