



COLORADO
Department of Transportation
Division of Transportation Development

Region 2
5615 Wills Boulevard
Pueblo, CO 81008

Project No: STM 0091-046
Location: SH 9
Project Code: 24253
Parcel: PE-2, PE-2A & COA-2

January 10, 2022

Park County
Attn: Richard Elsner, Chairman
PO Box 636
Fairplay, CO 80440

Re: CDOT Project Fairplay/Alma ADA Curb Ramps Construction SH 9

Dear Property Owner,

In Spring/Summer of 2022, the Colorado Department of Transportation ("CDOT") will begin a project to reconstruct ADA Curb Ramps along portions of the existing curb, gutter and sidewalk ("improvements") SH 9 in the Town of Fairplay/Alma, to bring pedestrian facilities into compliance with the federal accessibility requirements. A portion of the Improvements will be located on your property 418 Main St., in the Town of Fairplay, and CDOT needs to acquire Permanent Easements and a Construction Occupancy Area ("Easements") for the improvements.

Although the Improvements benefit both your property and the general public, CDOT is offering you the sum of **One Thousand Five Hundred and 00/100 Dollars (\$1,500.00)** for the Easements. Should you agree to accept the offer of **\$1,500.00**, CDOT requests that you waive certain rights described in the enclosed documents. Please note that only the property owner may grant CDOT the proposed Easement. Also please note that this process is completely voluntary.

The enclosed documents include an Agreement for Permanent Easement and Construction Occupancy Area which includes a waiver and consent, a Permanent Easement, and a Federal Form W-9 which is required for CDOT to issue payment. A Statement of Authority is required for entities such as corporations and limited liability companies and is also enclosed if applicable. Please carefully read the documents, particularly Exhibit A which illustrates and describes the location of the Easement. If you find the enclosed documents to be acceptable, please sign where indicated on the Agreement for Permanent Easement and Construction Occupancy Area, the Permanent Easement, and complete and sign the Federal Form **W-9**. Please note the **Permanent Easement must be signed in the presence of a Notary Public.**



You may return the executed documents to CDOT in the enclosed return envelope. Within a few weeks of CDOT's receipt of the signed documents, you will receive payment in the mail. If you are not the owner of this property, are unwilling to accept the proposal, or have any questions, please contact Kim Cordero at 719-546-5705 or at kimberlynn.cordero@state.co.us. Note that this offer is open for 30 days and if not accepted, will be withdrawn at 5:00 pm on February 10, 2022.

Compensation may be waived by the legal owner of the property and donated to CDOT. Should you desire to do so, please simply "XX" out the terms set forth in Paragraph 4 of the Agreement for Permanent Easement and Construction Occupancy Area, write the word "Donation" at the end of Paragraph 4, and place your initials next to the word Donation. Then please sign, date, and insert your phone number in the blanks under, OWNER.

Thank you for your time and timely response. As indicated above, if you have any questions or concerns, please call 719-546-5705 or email kimberlynn.cordero@state.co.us.

Sincerely,



Kim Cordero
Real Estate Specialist

Enclosures:

- Agreement for Permanent Easement and Construction Occupancy Area (signature required)
- Permanent Easement Agreement with Exhibit A (signature and notary required)
- Federal Form W-9
- Return envelope to CDOT



AGREEMENT FOR PERMANENT EASEMENTS AND CONSTRUCTION OCCUPANCY AREA

RECITALS

A. The Colorado Department of Transportation (CDOT) is reconstructing curb, gutter and sidewalk improvements ("Improvements") to meet Federal Americans with Disability Act (ADA) requirements. As illustrated on the attached Exhibit "A", a portion of the Improvements will be located on public right of way (ROW) and a portion will be located on private property. CDOT requires Permanent Easements AND Construction Occupancy Area for the portion of the Improvements that will be located on private property ("Permanent Easement and Construction Occupancy Area").

B. Landowners have certain rights when CDOT needs to acquire Permanent Easements and Construction Occupancy Area to construct and maintain the Improvements. CDOT is offering to pay Park County Building Authority ("Owner"), the sum of One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) as consideration for a waiver of those rights. Be advised that as an incentive the Owner, the sum of \$1,500.00 is more than CDOT's estimate of the fair market value of the Permanent Easements and Construction Occupancy Area.

C. Owner has agreed to accept the sum of \$1,500.00 as full and complete compensation for conveyance of the Permanent Easements and Construction Occupancy Area and as consideration of the waiver of these rights. This Agreement defines CDOT's and the Owner's rights and responsibilities for this arrangement.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals, promises, and covenants contained in this Agreement and for good and valuable consideration, the receipt of which is hereby acknowledge, Owner and CDOT agree to the following terms and conditions.

1. EXECUTION OF PERMANENT EASEMENT AGREEMENT

Owner will execute and deliver to CDOT this Agreement and the accompanying Permanent Easements. When such documents are executed and delivered, CDOT shall then pay the Owner the sum of \$1,500.00. This Agreement is not made under the threat of eminent domain, because execution and delivery of such documents is voluntary. At the time of this offer, and for the duration of the offer until it is accepted and finalized or revoked, CDOT does not intend to use eminent domain for the property interests that are the subject of this Agreement.

2. GRANT OF RIGHTS TO USE CONSTRUCTION OCCUPANCY AREA

Owner will execute and deliver to CDOT this Agreement and the accompanying Construction Occupancy Area. When such documents are executed and delivered, CDOT shall then pay the Owner the sum of \$1,500.00. This Agreement is not made under the threat of eminent domain, because execution and delivery of such documents is voluntary. At the time of this offer, and for the duration of the offer until it is accepted and finalized or revoked, CDOT does not intend to use eminent domain for the property interests that are the subject of this Agreement.

3. OWNER'S WAIVER OF LEGAL RIGHTS

Owner understands that it has the right to a property acquisition process that includes Owner's right to contest or negotiate the compensation offered, which compensation is above the estimated fair market value of the Permanent Easements and Construction Occupancy Area. These rights arise from federal and

state constitutions, statues, and regulations. Owner understands that they are entitled to consult an attorney to be advised of these legal rights. Owner hereby voluntarily waives all legal rights it may have with a full understanding of those rights, and voluntarily agrees to sign this Agreement and accept the sum of \$1,500.00 in lieu of such rights.

4. CONSIDERATION - PAYMENT

The consideration for this agreement is One Thousand Five Hundred and 00/100 Dollars (\$1,500.00), plus the waiver of legal rights as set forth in paragraph 3 above. This Agreement shall be valid and enforceable upon Owner's execution and delivery to CDOT of this Agreement, the Permanent Easements and Construction Occupancy Area, and CDOT's tender of \$1,500.00 to Owner.

5. AGREED USES

This Agreement authorizes CDOT, its employees and contractors to enter the Permanent Easements and Construction Occupancy Area for:

- Removal of existing portion of the Sidewalk required to allow for construction of the Sidewalk improvements.
- Construction of the Sidewalk, including future maintenance of said improvements.

All removal and construction shall be at CDOT's cost. The uses for the Permanent Easements and Construction Occupancy Area are defined in the accompanying Permanent Easements and Construction Occupancy Area.

6. TERM OF AGREEMENT

CDOT's rights for the Permanent Easements and Construction Occupancy Area are perpetual after Owner's execution and CDOT's delivery of payment.

7. SPECIAL CONDITIONS

CDOT shall not materially interfere with the operations of any users of or tenants on the Owner's Property or with the use of property adjacent to the Permanent Easement Areas and Construction Occupancy Area, other users, invitees, or tenants thereof, except during time of construction activity and concrete curing.

In the event CDOT's project impacts or disturbs any of the Owner's private improvements, CDOT shall repair and restore any such disturbed areas to a condition reasonably approximate to or better than the condition that existed prior to CDOT's entry to construct the project.

Park County

By: Richard Elsner, Chairman of the Board
of County Commissioners

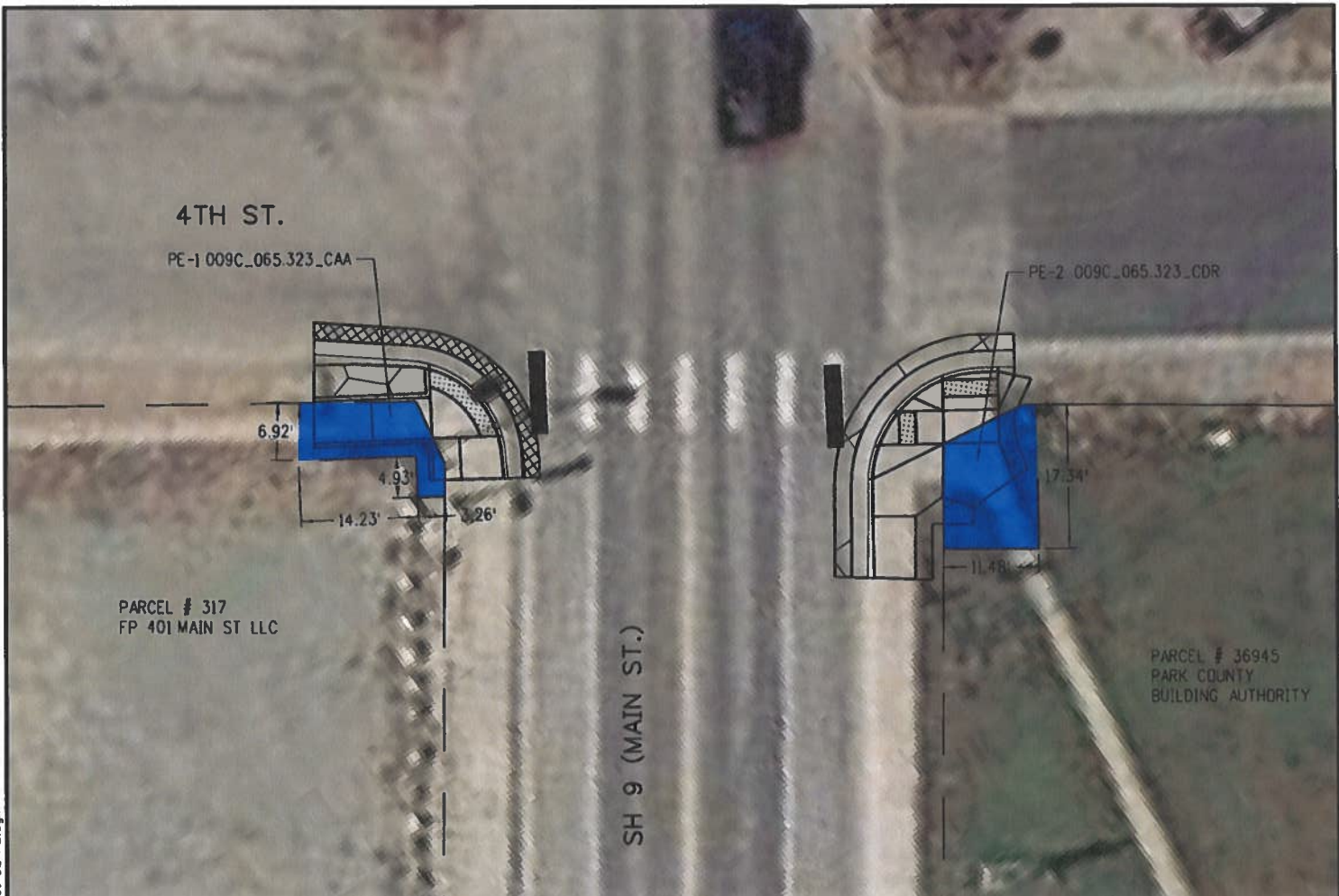
COLORADO DEPARTMENT OF TRANSPORTAION

By: _____

Name: Amber Billings

Title: Region 2 ROW Manager

Date: _____

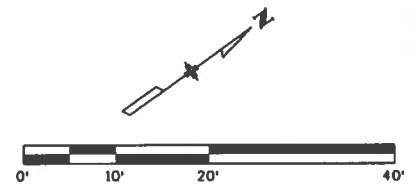


PE-1 009C_065.323_CAA

A Permanent Easement (PE-1), containing 121.0 square feet, more or less, for construction and maintenance of ADA ramps and associated appurtenances, being a portion of the Lot described as the northwesterly 35 feet of Lot 15, all of Lot 16 except 0.001 acres described in Reception 599238, Block 05, Fairplay; beginning at the North point of said Lot, thence 14.07 feet along the Northwest line of said Lot, thence 6.92' Southeast, thence 14.23' Northeast, thence 4.93 feet Southeast, thence 3.26' to the Northeast line of said Lot, thence Northwest along the Northeast line of said Lot to the Point of Beginning; lying in the Northeast Quarter of Section 33, Township 9 South, Range 77 West of the 6th P.M.


PE-2 009C_065.323_CDR

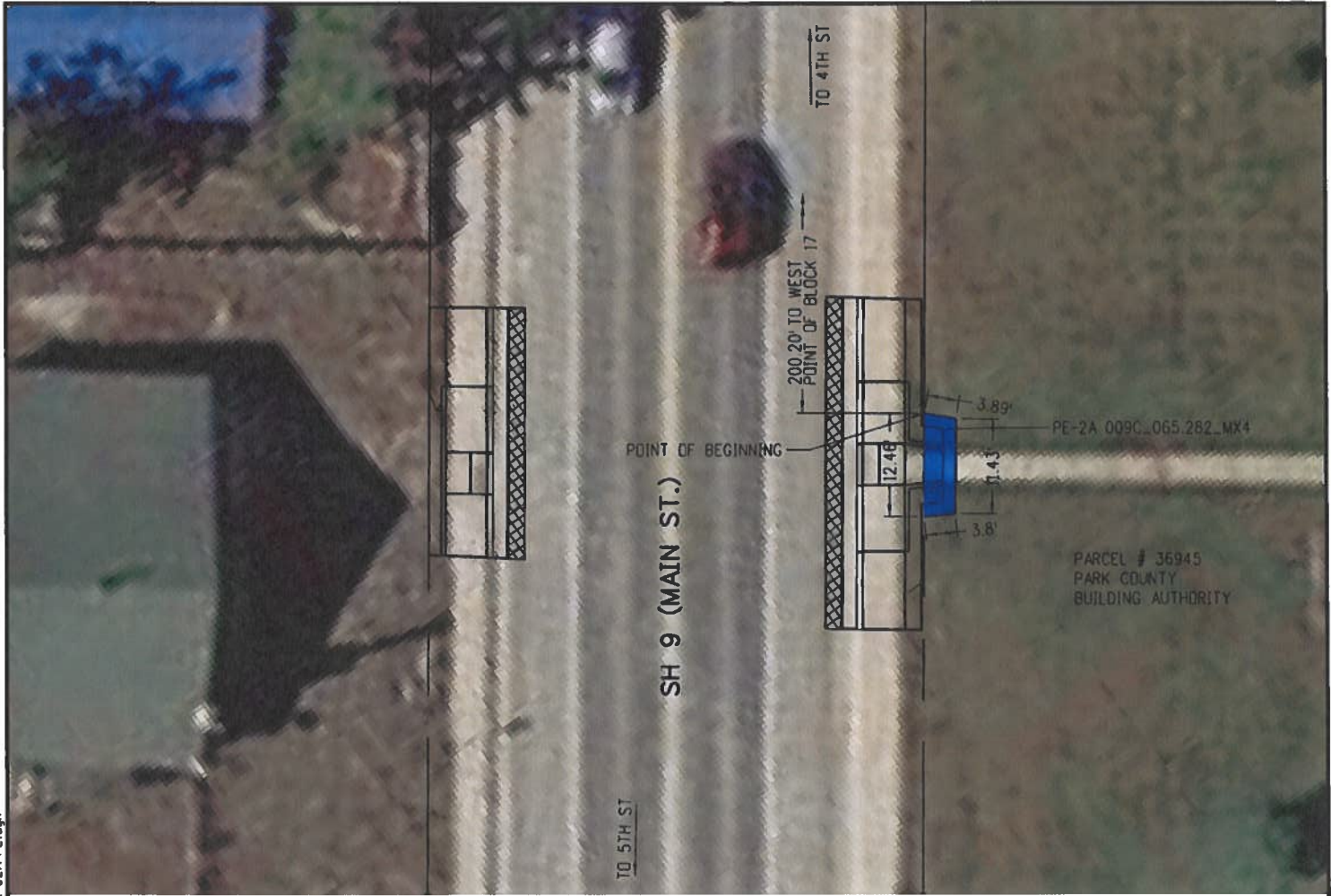
A Permanent Easement (PE-2), containing 173.0 square feet, more or less, for construction and maintenance of ADA ramps and associated appurtenances, being a portion of Block 17, Fairplay; beginning at the West point of said Block, thence 12.57 feet along the Southeast line of said Block, thence 11.48 feet Northeast, thence 17.34 feet Northwest to the Northwest line of said Block, thence Southwest along the Northwest line of said Block to the Point of Beginning; lying in the Northeast Quarter of Section 33, Township 9 South, Range 77 West of the 6th P.M.



NOTE:
This Exhibit is not a boundary survey of the property and is prepared for the Colorado Department of Transportation purposes only. The mapped data on this site does not constitute a legal land survey, and was assembled using record deeds and plats available from public records.

msalek 12:06:10 PM Y:\Denver\1520005\00152050.01_R2\ADA_T01\Eng_Docs\Exhibits\Fairplay-Alma ROW\24253ROW_Exhibit-01-02-PE.dgn

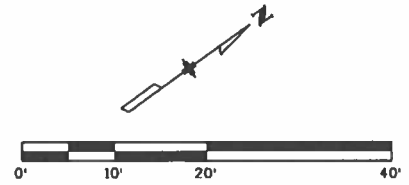
Print Date: 10/26/2021	FAIRPLAY ADA CURB RAMPS 4TH STREET & SH 9 (MAIN ST.)	Project No./Code	
File Name: 24253ROW_Exhibit-01-02-PE.dgn		STM 0091-046	
Horiz. Scale: 1:20	Designer: JEM	Region: 2 ROW	24253
Vert. Scale: As Noted	Detailer: MES	Unit Leader:	FAIRPLAY TO ALMA ADA RAMPS
Unit Information:		Sheet: 1 of 6	
Unit Leader Initials:			




msalek 12:14:20 PM Y:\Denver\152000S\00152060.01_R2ADA_T01\Eng_Docs\Exhibits\Fairplay-Alma ROW\24253ROW_Exhibit-02A-PE.dgn

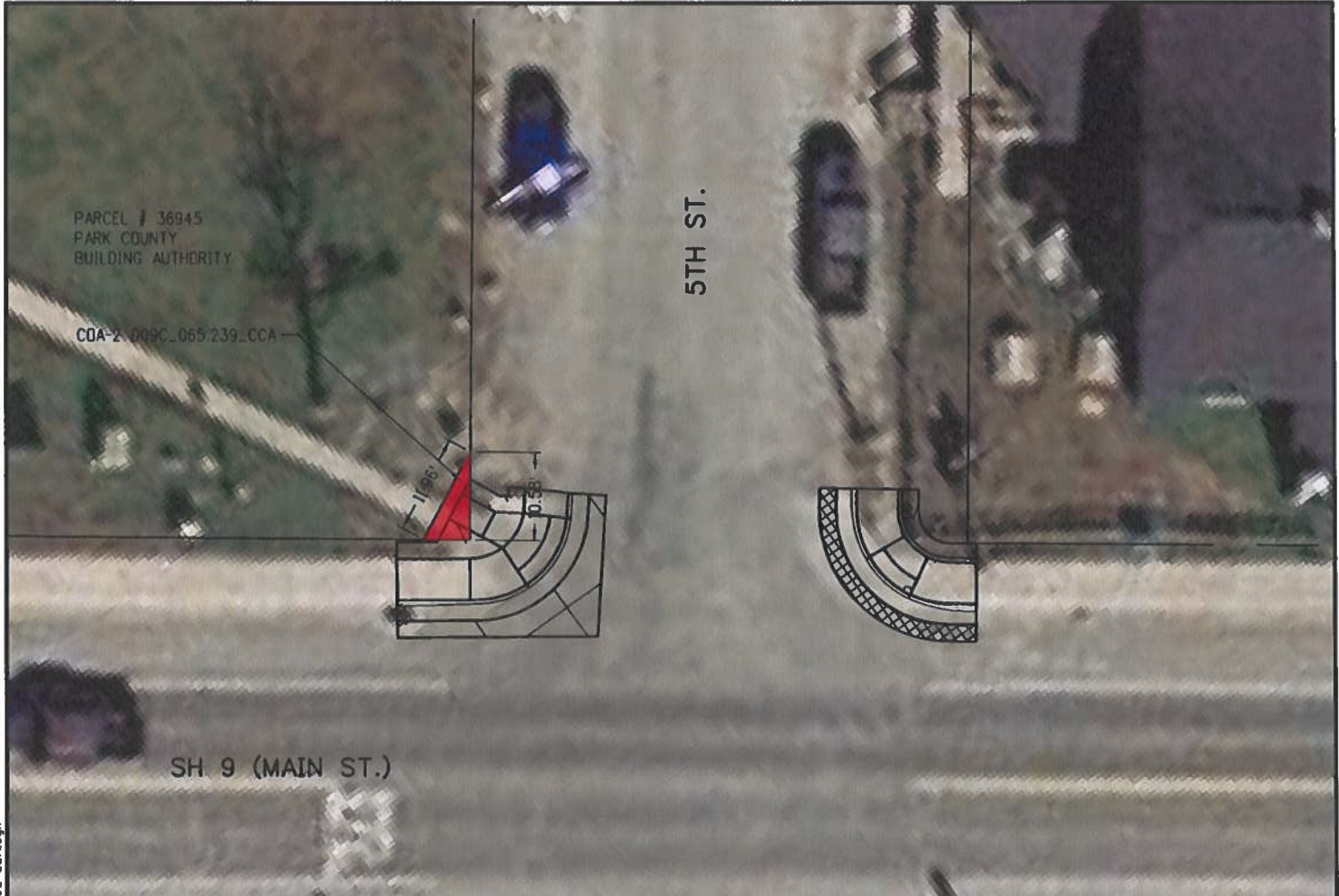
PE-2A 009C_065.282_MX4

A Permanent Easement (PE-2A), containing 46.0 square feet, more or less, for construction and maintenance of ADA ramps and associated appurtenances, being a portion of Block 17, Fairplay; from the West point of said Block, 200.20 feet along the Southwest line of said Lot to the Point of Beginning; thence 12.46 feet Southeast along the Southwest line of said Block, thence 3.80' Northeast, thence 11.43 feet Northwest, thence 3.89' Southwest to the Point of Beginning; lying in the Northeast Quarter of Section 33, Township 9 South, Range 77 West of the 6th P.M.



NOTE:
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Print Date: 10/26/2021	FAIRPLAY ADA CURB RAMPS SH 9 (MAIN ST.) 4TH STREET MIDBLOCK	Project No./Code
File Name: 24253ROW_Exhibit-02A-PE.dgn		STM 0091-046
Horiz. Scale: 1:20	Designer: JEM	24253
Vert. Scale: As Noted	Detailer: MES	Region: 2 ROW
Unit Information:		Unit Leader:
Unit Leader Initials:		Sheet: 2 of 6
		FAIRPLAY TO ALMA ADA RAMPS



PARCEL # 36945
 PARK COUNTY
 BUILDING AUTHORITY

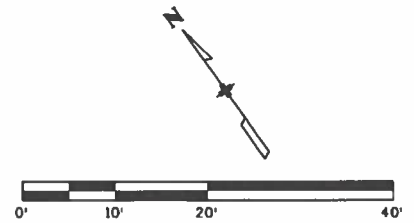
5TH ST.

CDA-2 009C_065.239_CCA

SH 9 (MAIN ST.)

CDA-2 009C_065.239_CCA


A Construction Occupancy Area (CDA-2), containing 29.0 square feet, more or less, for construction of ADA ramps and associated appurtenances, being a portion of Block 17, Fairplay; beginning at the South point of said Block, thence 10.58 feet Northeast along the Southeast line of said Block, thence 11.96 feet Southwest to the Southwest line of said Block, thence Southeast along the Southwest line of said block to the Point of Beginning; lying in the Northeast Quarter of Section 33, Township 9 South, Range 77 West of the 6th P.M.



NOTE:

This Exhibit is not a boundary survey of the property and is prepared for the Colorado Department of Transportation purposes only. The mapped data on this site does not constitute a legal land survey, and was assembled using record deeds and plats available from public records.

msalek 8:59:17 AM Y:\Denver\152000S\00152060.01_R2ADA_T01\Eng_Docs\Exhibits\Fairplay-Alma ROW_24253ROW_Exhibit-02-CDA.dgn

Print Date: 11/7/2021		FAIRPLAY ADA CURB RAMPS 5TH STREET & SH 9 (MAIN ST.)		Project No./Code	
File Name: 24253ROW_Exhibit-02-CDA.dgn				STM 0091-046	
Horiz. Scale: 1:20				24253	
Vert. Scale: As Noted				Region: 2 ROW	
Unit Information:		Unit Leader:		FAIRPLAY TO ALMA ADA RAMPS	
Unit Leader Initials:		Sheet: 3 of 6			

PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Park County of Park County, State of Colorado, Grantor, for and in consideration of the sum of ONE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$1,500.00), and other valuable consideration, in hand paid by DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO, Grantee, receipt of which is hereby acknowledged, has given and granted and by these presents does hereby give and grant unto the said Grantee, its heirs, successors, and assigns a PERPETUAL EASEMENT on, along, over and across the following described premises, for the construction and maintenance of roadway improvements to-wit:

See Attached Exhibits for:

Project Number: STM 0091-046
Parcel Number: PE-2 and PE-2A
Project Code: 24253

Signed this ____ day of _____, 2022

Park County

By: Richard Elsner, Chairman of the Board of County Commissioners

STATE OF COLORADO }
COUNTY OF PARK } ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by Richard Elsner, Chairman of the Board of County Commissioners

Witness my hand and official seal.

My Commission Expires _____

Notary Public

REQUEST FOR TAXPAYER IDENTIFICATION
NUMBER (TIN) VERIFICATION

Agency Use Only:
Vendor #: _____
Established Date: _____
Approved By: _____

Purpose: Used to establish or update a vendor account with the Colorado Department of Transportation (CDOT). International individuals or entities should instead complete the appropriate W-8 form.

PRINT OR TYPE

Contact Information *To be completed by CDOT personnel prior to sending to vendor.*

Requester Name: Kim Cordero	Email Address: kimberlynn.cordero@state.co.us
Requesting Office: CDOT 5615 Wills Blvd, Pueblo, CO 81008	Phone: (719) 546-5705

Vendor Name and Information

Legal Name (as shown on tax return):	DBA (Business) Name, if different:
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Legal Mailing Address	Line 1:
	Line 2:
	City, State, Zip:
	<input type="checkbox"/> Check Box if interested in electronic payment.

Ordering Address, if different than Legal	Method to Receive Orders: <input type="checkbox"/> Email (Electronic transmittal of PO requires completion of the email address section below.)	
	Line 1:	
	Line 2:	
	City, State, Zip:	Phone:
	Email Address: (if multiple emails, contact Purchasing Office at 303-757-9236)	

Remit To Address, if different than Legal	Line 1:
	Line 2:
	City, State, Zip:

Check legal entity type and enter 9 digit Taxpayer Identification Number (TIN) below:
(SSN = Social Security Number EIN = Employer Identification Number)

<input type="checkbox"/> Individual <small>(NOTE: If no name is circled on a Joint Account when there is more than one name, the number will be considered to be that of the first name listed.)</small>	(Individual's SSN)	_____
<input type="checkbox"/> Sole Proprietorship (Owner's SSN or Business EIN) <small>(NOTE: Enter both the owner's SSN and the business EIN (if you are require to have one))</small>	SSN	_____
	EIN	_____
<input type="checkbox"/> Partnership <input type="checkbox"/> General <input type="checkbox"/> Limited	(Partnership's EIN)	_____
<input type="checkbox"/> Estate/Trust <small>(NOTE: Do not furnish the identification number of the personal representative or trustee unless the legal entity itself is not designated in the account title. List and circle the name of the legal trust, estate, or pension trust.)</small>	(Legal Entity's EIN)	_____
<input type="checkbox"/> Other > _____ <small>Limited Liability Company, Joint Venture, Club, etc.</small>	(Entity's EIN)	_____
<input type="checkbox"/> Corporation Do you provide legal or medical services? <input type="checkbox"/> Yes <input type="checkbox"/> No <small>Includes corporations providing medical billing services</small>	(Corp's EIN)	_____
<input type="checkbox"/> Government (or Government Operated) Entity	(Entity's EIN)	_____
<input type="checkbox"/> Organization Exempt from Tax <small>(NOTE: If 'Exempt' include copy of IRS determination letter)</small> Do you provide medical services? <input type="checkbox"/> Yes <input type="checkbox"/> No	(Org's EIN)	_____

Under Penalties of Perjury, I certify that:
(1) The number listed on this form is my correct Taxpayer Identification Number (or I am waiting for a number to be issued to me) AND
(2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding (does not apply to real estate transactions, mortgage interest paid, the acquisition or abandonment of secure property, contribution to an individual retirement arrangement (IRA), and payment other than interest and dividends).

CERTIFICATION INSTRUCTIONS — You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because of under reporting interest or dividends on your tax return. (See Certification section in the Instructions document.)

NAME (Print or Type) _____	TITLE (Print or Type) _____
AUTHORIZED SIGNATURE _____	DATE _____ PHONE _____