

**STATE OF COLORADO
STATE BUILDINGS AND REAL ESTATE PROGRAMS
REAL ESTATE PROGRAMS POLICIES AND PROCEDURES**

CHAPTER 3 - EASEMENTS AND LICENSE AGREEMENTS

In addition to purchasing or leasing property, State agencies and institutions may also find that entering into easement agreements or license agreements is appropriate. An easement may be defined as an interest in real property that conveys use, but not ownership, of a portion of an owner's property. A license in real property is the permission or authority to engage in a particular act or series of acts upon the land of another without possessing an interest. A license or an easement differs from a lease in that a lease conveys an interest in land and transfers possession.

Pursuant to CRS 24-30-1303 (as amended), Real Estate Programs (through the Department of Personnel and Administration) shall negotiate and approve easements and rights-of-way across nonstate land on behalf of the State government and, as provided in CRS 24-82-202 (as amended), negotiate and approve easements, and rights-of-way across land owned by the State or its institutions, departments or agencies. Additional authority regarding Real Estate Programs' involvement in review and approval of easements and licenses may be found in the State's Fiscal Rules (Rule 3-1) that are promulgated by the State Controller:

A State Agency shall negotiate and process a State Contract when . . . entering into a license involving payment by the State for use of land, buildings, or other office or meeting space when the term is for more than thirty days.

All State leases and licenses of real property shall be in a form approved by the State Controller.

Real property contracts, including leases, easements, and rights of way contracts require the approval of the Director of Real Estate Programs or a delegate.

There are certain exceptions to Real Estate Programs' review and approval of easements and rights-of way which pertain to Division of Parks and Outdoor Recreation and Division of Wildlife only.

Easements

Easements are generally divided into two broad classes: easements appurtenant and easements in gross. An appurtenant easement is a right in another's land that benefits and attaches to the owner's land. Common examples of appurtenant easements are the right to travel over another's property, party walls, and shared driveways. An appurtenant easement is incapable of existence separate and apart from the land to which it is attached and "runs with the land" (meaning that the easement passes with the land to a successive owner even if not specified in the deed).

An easement in gross is personal in nature and does not pass with the land. It is a right in favor of a person and not for the benefit of another tract of land. Common examples of this type of easement are utility easements, power line easements, and billboard-site easements.

A right-of-way is a privilege to pass over the land of another in some particular path. It is usually an easement, although the term right-of-way is also used to describe the right of the public to use the highways or streets, or to have safe access to public areas.

Basic Steps in the Execution and Approval of an Easement or Right-of-Way

1. Forms

Standard forms for easement agreements are located at the end of this section as follows:

- 3.1 Easement Agreement for the State as Grantor
- 3.2 Easement Agreement for the State as Grantee

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2. Formalities of Easement Agreement Execution and Approval

The fewer the variations from the State's Easement Agreement forms, the more expeditiously the agreement will move through the approval process. This is because all of the wording in the standard forms has been pre-approved by the Attorney General's and the State Controller's offices. However, it is also recognized that specific wording may be required in some instances. In those cases, Real Estate Programs personnel will work with the relevant agency personnel and the other party to arrive at agreeable language.

Once the Easement Agreement and its specifications and provisions are agreed upon, agency personnel draft the Easement Agreement. **Four copies are submitted to Real Estate Programs** after signature by both the grantor and the grantee. There the Easement Agreement is reviewed for sufficiency, accuracy and general compliance with the State's requirements. If there are any problems with the Easement Agreement, it is sent back to the submitting agency for correction.

3. Statutory Authority and Requirements

Pursuant to CRS 24-82-202 (as amended), all State institutions, departments, and other State agencies have the power to give and grant easements or rights-of-way across land owned by them for construction and maintenance of public utilities, or of public streets and highways, or of public services, including but not limited to sanitary sewer lines, water lines, gas lines, telephone lines, electric power lines, or other services. However such easements granted by the State of Colorado for the benefit of another across State-owned property must be approved by the chief executive officer and the commission or board, if any, of the institution, department, or agency across whose premises the easement is granted. The approved Easement Agreement (Document 3.1) that would be used to grant a public utilities easement contains a provision stating that signature by the executive director on behalf of the agency or institution is deemed to be verification of approval of the relevant board or commission, if any. Therefore, agencies and institutions should obtain such approvals, if appropriate, prior to execution by the executive director or his/her designee. Agencies and institutions should be assured that the relevant commission or board has indeed approved the easement before requesting signature by the executive director.

Easement Agreements granted by the State of Colorado for the benefit of another party do not require approval by the State Controller since no disbursements are associated with this type of arrangement. However, after approval by Real Estate Programs, Easement Agreements are sent to the Attorney General for review.

Easements granted to the State of Colorado for the use of the State require approval by the State Controller after review by the Attorney General who advises the State Controller. This is in compliance with the State Fiscal Rules that require that the State Controller must approve state contracts that ultimately involve the disbursement of funds.

After the appropriate approvals, the State Controller retains one copy of the Easement Agreement if funds are to be disbursed, one copy is retained by Real Estate Programs, and the other copies are returned to the agency. It is the agency's responsibility to retain an executed original in its files, supply an original to the other party and provide any additional copies needed.

Special Note: Since Easement Agreements should be recorded with the Clerk and Recorder of the County in which the real property involved is located, the standard form Easement Agreements provide that the Grantee under either agreement is responsible for recordation.

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Licenses

As the term is used with reference to real property, a license is defined as a personal, revocable, and unassignable privilege, conferred either orally or in writing, to do certain acts on land without possessing any interest therein. Typical uses for licenses include parking, hunting on someone's land, or use of a conference facility.

Basic Steps in the Execution and Approval of a License

4. Forms

Standard forms for license agreements are located at the end of this section as follows:

3.3 Parking License Agreement

[A Facility Use Agreement for the State as Licensor and a Facility Use Agreement for the State as Licensee are being developed for future use.]

5. Formalities of License Agreement Execution and Approval

The fewer the variations from the State's License Agreement forms, the more expeditiously the agreement will move through the approval process. This is because all of the wording in the standard forms has been pre-approved by the Attorney General's and State Controller's offices. However, it is also recognized that specific wording may be required in some instances. In those cases, Real Estate Programs personnel work with the relevant agency personnel and the other party to arrive at agreeable language.

Once the License Agreement and its specifications and provisions are agreed upon, agency personnel draft the License Agreement. Four copies are submitted to Real Estate Programs after signature by both the licensor and the licensee. There the License Agreement is reviewed for sufficiency, accuracy and general compliance with the State's requirements. If there are any problems with the License Agreement, it is sent back to the submitting agency for correction.

6. Statutory Authority and Requirements

Pursuant to the State Fiscal Rules, License Agreements pertaining to real property require the approval of a delegatee of the Executive Director of Personnel which in this instance is Real Estate Programs. License Agreements granted by the State of Colorado for the benefit of another party do not require approval by the State Controller since no disbursements are associated with this type of arrangement. However, after approval by Real Estate Programs, License Agreements are sent to the Attorney General for review.

Licenses granted to the State of Colorado for the use of the State require approval by the State Controller after review by the Attorney General who advises the State Controller. This is in compliance with the State Fiscal Rules that require that the State Controller must approve state contracts that ultimately involve the disbursement of funds.

After the appropriate approvals, the State Controller retains one copy of the License Agreement if funds are to be disbursed, one copy is retained by Real Estate Programs, and the other copies are returned to the agency. It is the agency's responsibility to retain an executed original in its files supply an original to the other party and provide any additional copies needed.

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3.1 Easement Agreement for the State as Grantor

NOTE: YOU MUST ADJUST THE PAGINATION WHEN YOU PRINT THIS DOCUMENT TO BE USED.

This Easement Agreement is suitable for use when the State is granting an interest in an easement. The form has been reviewed and approved by the Attorney General and State Controller's offices.

Any variations to the standard form must be kept to a minimum since much of the language is required by the State of Colorado Constitution, State Statutes or policies and therefore cannot be changed at all. If at any time a user of this form determines that a certain paragraph should not be included, simply strike through the entire paragraph following such paragraph's number and title. That way a later reviewer of the lease can immediately determine if and where the document differs from the standard form, and subsequent paragraphs need not be renumbered to preserve sequential numbering. **Any additions to the standard form language must be in bold type.**

When the wording of the standard Easement Agreement is expected to be significantly changed to accommodate the agreement reached between the parties, the proposed language must be sent to Real Estate Programs for review and pre-approval before signature.

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Contract Routing No. _____

EASEMENT AGREEMENT

The printed portions of this form, except bold additions, have been reviewed by the State of Colorado Attorney General. All additions to this form must be in bold type. All deletions must be shown by strike-through.

THIS EASEMENT AGREEMENT is made and entered into this _____ day of _____, 2002 by _____ and _____ between _____ (hereinafter, the "Grantor"), and, the STATE OF COLORADO, acting by and through the DEPARTMENT OF _____ (hereinafter, the "Grantee" or the "State").

WITNESSETH:

That, for and in consideration of the payment of [an annual payment of _____ or a one-time payment of _____] and other good and valuable consideration, the of receipt and legal sufficiency of which are hereby acknowledged, and the keeping and the performance of the covenants and agreements hereinafter expressed, Grantor grants to Grantee a [nonexclusive] [an exclusive] easement upon the following property (hereinafter, the "Property") located in the County of _____, State of Colorado, to wit:

[ADD LEGAL DESCRIPTION OF THE EASEMENT AREA HERE FROM SURVEY]

TO HAVE AND TO HOLD, subject to the covenants and agreements hereinafter expressed, for the purpose of using the Property for _____ [for the term beginning _____, and ending _____].

GRANTOR AND GRANTEE MUTUALLY EXPRESSLY COVENANT AND AGREE:

1. The signatories aver that to their knowledge, no State employee has any personal or beneficial interest whatsoever in the Property.
2. This Easement Agreement shall not be deemed valid unless and until approved by the officials and officers of the State of Colorado as required by Colorado Revised Statutes, as amended, or such assistants as they may designate.
3. The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto and all covenants shall apply to and run with the land unless otherwise specifically noted.
4. This Easement Agreement including all exhibits, supersedes any and all prior written or oral agreements, and there are no covenants or agreements between the parties except as set forth

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herein with respect to the use of the Property by Grantee. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever unless embodied herein in writing. No subsequent amendment hereto shall have any force or effect unless embodied in a written agreement executed and approved by the officials and officers of the State of Colorado as required by Colorado Revised Statutes as amended, or such assistants as they may designate.

5. Grantee shall be responsible for recording this Easement Agreement with the Clerk and Recorder's Office in the county or counties in which the Property is located.
6. Any notice required or permitted by this Easement Agreement may be delivered in person or sent by registered or certified mail, return receipt requested, to the party at the address as hereinafter provided, and if sent by mail it shall be effective when posted in the U.S. Mail Depository with sufficient postage attached thereto:

Grantor:

Grantee:

Cc: State Buildings and Real Estate Programs
Attn: Real Estate Specialist
1525 Sherman Street, Suite 250
Denver, CO 80203

Notice of change of address shall be treated as any other notice.

7. Grantor reserves all rights to any and all metallic and non-metallic minerals, ores and metals of any kind and character, including but not limited to coal, asphaltum, oil and gas in or under said easement.
8. If any part of this Easement Agreement is found, decreed or held to be void or unenforceable, the remainder of the provisions of this Easement Agreement shall not be affected thereby and shall remain in full force and effect.
9. This Easement Agreement shall be governed by the laws of the State of Colorado.
10. In the event of condemnation of all or a portion of the Property, Grantee shall be entitled to a share of the proceeds of the condemnation award based on the value at the time of the taking of the Property.
11. As prescribed by State of Colorado Fiscal Rules, it is understood and agreed that any annual payments due pursuant to this Easement Agreement are dependent upon the continuing availability of funds beyond the term of the State's current fiscal period ending upon the next succeeding June 30, as financial obligations of the State of Colorado payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and

otherwise made available. Further, the parties recognize that the act of appropriation is a legislative act, and the Grantee hereby covenants to take such action as is necessary under the laws applicable to the Grantee to timely and properly budget for, request of and seek and pursue appropriation of funds of the Legislature of the State of Colorado which will permit Grantee to make all payments required under this Easement Agreement during the period to which such

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appropriation shall apply. In the event there shall be no funds made available, this Easement Agreement shall terminate at the end of the then current fiscal year, with no penalty or additional cost as a result thereof to the Grantee.

12. To make certain the understanding of the parties because this Easement Agreement will extend beyond the current fiscal year, Grantee and Grantor understand and intend that the obligation of the Grantee to pay any annual payments due hereunder constitutes a current expense of the Grantee payable exclusively from Grantee's funds and shall not in any way be construed to be a general obligation indebtedness of the State of Colorado or any agency or department thereof within the meaning of any provision of Sections 1,2,3,4, or 5 of Article XI of the Colorado Constitution, or any other constitutional or statutory limitation or requirement applicable to the State concerning the creation of indebtedness. Neither the Grantee, nor the Grantor on its behalf, has pledged the full faith and credit of the State, or any agency or department thereof to the payment of the charges hereunder, and this Easement Agreement shall not directly or contingently obligate the State or any agency or department thereof to apply money from, or levy or pledge any form of taxation to, the payment of any annual charges.
13. In accordance with the requirements of CRS 24-30-202 (as amended), this Easement Agreement shall not be deemed valid until it has been approved by the State Controller, or such assistant as he may designate.
14. Pursuant to CRS 24-30-202.4 (as amended), the State Controller may withhold debts owed to state agencies under the vendor offset intercept system for: (a) unpaid child support debt or child support arrearages; (b) unpaid balance of tax, accrued interest, or other charges specified in Article 21, Title 39, C.R.S., (c) unpaid loans due to the student loan division of the department of higher education; (d) owed amounts required to be paid to the unemployment compensation fund; and (e) other unpaid debts owing to the state or any agency thereof, the amount of which is found to be owing as a result of final agency determination or reduced to judgment as certified by the State Controller.
15. No State or other public funds payable under this Easement Agreement shall be used for the acquisition, operation or maintenance of computer software in violation of United States copyright laws or applicable licensing restrictions. The Grantor hereby certifies that, for the term of this Easement Agreement and any extensions, the Grantor has in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that the Grantor is in violation of this section, the State may exercise any remedy available at law or equity or under this Easement Agreement, including, without limitation, immediate termination of the Easement Agreement and any remedy consistent with United States copyright laws or applicable licensing restrictions.

GRANTOR EXPRESSLY COVENANTS:

1. Grantee and Grantee's agents, assigns and successors shall have access at all times, to the Property for the purposes set forth herein.
2. Grantor is the sole owner of the Property and has the present full authority and power to execute this Easement Agreement.

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GRANTEE EXPRESSLY COVENANTS:

1. Grantor shall have, during the continuance of this Easement Agreement, the right to dispose of the Property and to use the Property for other purposes provided such use does not materially interfere with the easement granted herein.
2. In the event of termination, Grantee, at its expense, shall, upon written request by Grantor, remove all appurtenances from the Property and restore the Property as nearly as is practicable to the condition of the land existing immediately prior to Grantee's first use.
3. Notwithstanding any other provision of this Easement Agreement to the contrary, no term or condition of this Easement Agreement shall be construed or interpreted as a waiver of any provision of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, CRS as now or hereafter amended. The parties hereto understand and agree that liability for claims for injuries to persons or property arising out of the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of CRS 24-10-101, *et seq.*, as now or hereafter amended and CRS 24-30-1501, *et seq.*, as now or hereafter amended. Any provision of this Easement Agreement, whether or not incorporated herein by reference, shall be controlled, limited and otherwise modified so as to limit any liability of the Grantee to the above cited laws.
4. Grantee agrees that all excavations or other temporary removal of soil as required for Grantee's use of the Property for the purposes set forth herein shall be properly replaced, and as nearly as possible, restored and maintained by Grantee in its original configuration and with similar vegetation. Grantee shall be responsible at all times for the immediate repair or replacement of, or reimbursement for any damage to the Property due to Grantee's use of the Property for the purposes set forth herein. Routes of ingress and egress for construction or for maintenance are to be limited to the minimum necessary locations, and all work areas created must be obliterated, protected against erosion, and restored to the former condition of the land, as nearly as possible by Grantee.

ADDITIONAL PROVISIONS:

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IN WITNESS WHEREOF, the parties hereto have caused this Easement Agreement to be executed as of the day and year first above written.

GRANTEE:
STATE OF COLORADO
Bill Owens, Governor
Acting by and through the
Department of _____

By: _____
For the Executive Director

APPROVED:

STATE OF COLORADO
Department Of Personnel & Administration
State Buildings & Real Estate Program

By: _____
For the Executive Director

APPROVED:

STATE OF COLORADO
Ken Salazar, Attorney General

By: _____

GRANTOR:

By: _____

Title: _____

(If Corporation)
Attest (Seal)

By: _____

Secretary

STATE OF COLORADO
Arthur L. Barnhart, State Controller

By: _____

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STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
by _____, on behalf of the State of
Colorado, Grantee. Witness my hand and official seal.

My commission expires _____.

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
by _____ on behalf of the Grantor.
Witness my hand and official seal.

My commission expires _____.

Notary Public

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3.2 Easement Agreement for the State as Grantee

NOTE: YOU MUST ADJUST THE PAGINATION WHEN YOU PRINT THIS DOCUMENT TO BE USED.

This Easement Agreement is suitable for use when the State is receiving an interest in an easement. e form has been reviewed and approved by the Attorney General and State Controller's offices.

Any variations to the standard form must be kept to a minimum since much of the language is required by the State of Colorado Constitution, State Statutes or policies and therefore cannot be changed at all. If at any time a user of this form determines that a certain paragraph should not be included, simply strike through the entire paragraph following such paragraph's number and title. That way a later reviewer of the lease can immediately determine if and where the document differs from the standard form, and subsequent paragraphs need not be renumbered to preserve sequential numbering. **Any additions to the standard form language must be in bold type.**

When the wording of the standard Easement Agreement is expected to be significantly changed to accommodate the agreement reached between the parties, the proposed language must be sent to Real Estate Programs for review and pre-approval before signature.

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Contract Routing No. _____

EASEMENT AGREEMENT

The printed portions of this form, except bold additions, have been reviewed by the State of Colorado Attorney General. All additions to this form must be in bold type. All deletions must be shown by strike-through.

THIS EASEMENT AGREEMENT is made and entered into this _____ day of _____, 2002 by _____ and _____ between _____ (hereinafter, the "Grantor"), and, the STATE OF COLORADO, acting by and through the DEPARTMENT OF _____ (hereinafter, the "Grantee" or the "State").

WITNESSETH:

That, for and in consideration of the payment of [an annual payment of _____ or a one-time payment of _____] and other good and valuable consideration, the of receipt and legal sufficiency of which are hereby acknowledged, and the keeping and the performance of the covenants and agreements hereinafter expressed, Grantor grants to Grantee a [nonexclusive] [an exclusive] easement upon the following property (hereinafter, the "Property") located in the County of _____, State of Colorado, to wit:

[ADD LEGAL DESCRIPTION OF THE EASEMENT AREA HERE FROM SURVEY]

TO HAVE AND TO HOLD, subject to the covenants and agreements hereinafter expressed, for the purpose of using the Property for _____ [for the term beginning _____, and ending _____].

GRANTOR AND GRANTEE MUTUALLY EXPRESSLY COVENANT AND AGREE:

1. The signatories aver that to their knowledge, no State employee has any personal or beneficial interest whatsoever in the Property.
2. This Easement Agreement shall not be deemed valid unless and until approved by the officials and officers of the State of Colorado as required by Colorado Revised Statutes, as amended, or such assistants as they may designate.
3. The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto and all covenants shall apply to and run with the land unless otherwise specifically noted.
4. This Easement Agreement including all exhibits, supersedes any and all prior written or oral agreements, and there are no covenants or agreements between the parties except as set forth herein with respect to the use of the Property by Grantee. No prior or contemporaneous addition,

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deletion, or other amendment hereto shall have any force or effect whatsoever unless embodied herein in writing. No subsequent amendment hereto shall have any force or effect unless embodied in a written agreement executed and approved by the officials and officers of the State of Colorado as required by Colorado Revised Statutes as amended, or such assistants as they may designate.

5. Grantee shall be responsible for recording this Easement Agreement with the Clerk and Recorder's Office in the county or counties in which the Property is located.
6. Any notice required or permitted by this Easement Agreement may be delivered in person or sent by registered or certified mail, return receipt requested, to the party at the address as hereinafter provided, and if sent by mail it shall be effective when posted in the U.S. Mail Depository with sufficient postage attached thereto:

Grantor:

Grantee:

Cc: State Buildings and Real Estate Programs
Attn: Real Estate Specialist
1525 Sherman Street, Suite 250
Denver, CO 80203

Notice of change of address shall be treated as any other notice.

7. Grantor reserves all rights to any and all metallic and non-metallic minerals, ores and metals of any kind and character, including but not limited to coal, asphaltum, oil and gas in or under said easement.
8. If any part of this Easement Agreement is found, decreed or held to be void or unenforceable, the remainder of the provisions of this Easement Agreement shall not be affected thereby and shall remain in full force and effect.
9. This Easement Agreement shall be governed by the laws of the State of Colorado.
10. In the event of condemnation of all or a portion of the Property, Grantee shall be entitled to a share of the proceeds of the condemnation award based on the value at the time of the taking of the Property.
11. As prescribed by State of Colorado Fiscal Rules, it is understood and agreed that any annual payments due pursuant to this Easement Agreement are dependent upon the continuing availability of funds beyond the term of the State's current fiscal period ending upon the next succeeding June 30, as financial obligations of the State of Colorado payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. Further, the parties recognize that the act of appropriation is a legislative act, and the Grantee hereby covenants to take such action as is necessary under the laws applicable to the Grantee to timely and properly budget for, request of and seek and pursue

appropriation of funds of the Legislature of the State of Colorado which will permit Grantee to make all payments required under this Easement Agreement during the period to which such appropriation shall apply. In the event there shall be no funds made available, this Easement

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Agreement shall terminate at the end of the then current fiscal year, with no penalty or additional cost as a result thereof to the Grantee.

12. To make certain the understanding of the parties because this Easement Agreement will extend beyond the current fiscal year, Grantee and Grantor understand and intend that the obligation of the Grantee to pay any annual payments due hereunder constitutes a current expense of the Grantee payable exclusively from Grantee's funds and shall not in any way be construed to be a general obligation indebtedness of the State of Colorado or any agency or department thereof within the meaning of any provision of Sections 1,2,3,4, or 5 of Article XI of the Colorado Constitution, or any other constitutional or statutory limitation or requirement applicable to the State concerning the creation of indebtedness. Neither the Grantee, nor the Grantor on its behalf, has pledged the full faith and credit of the State, or any agency or department thereof to the payment of the charges hereunder, and this Easement Agreement shall not directly or contingently obligate the State or any agency or department thereof to apply money from, or levy or pledge any form of taxation to, the payment of any annual charges.
13. In accordance with the requirements of CRS 24-30-202 (as amended), this Easement Agreement shall not be deemed valid until it has been approved by the State Controller, or such assistant as he may designate.
14. Pursuant to CRS 24-30-202.4 (as amended), the State Controller may withhold debts owed to state agencies under the vendor offset intercept system for: (a) unpaid child support debt or child support arrearages; (b) unpaid balance of tax, accrued interest, or other charges specified in Article 21, Title 39, C.R.S., (c) unpaid loans due to the student loan division of the department of higher education; (d) owed amounts required to be paid to the unemployment compensation fund; and (e) other unpaid debts owing to the state or any agency thereof, the amount of which is found to be owing as a result of final agency determination or reduced to judgment as certified by the State Controller.
15. No State or other public funds payable under this Easement Agreement shall be used for the acquisition, operation or maintenance of computer software in violation of United States copyright laws or applicable licensing restrictions. The Grantor hereby certifies that, for the term of this Easement Agreement and any extensions, the Grantor has in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that the Grantor is in violation of this section, the State may exercise any remedy available at law or equity or under this Easement Agreement, including, without limitation, immediate termination of the Easement Agreement and any remedy consistent with United States copyright laws or applicable licensing restrictions.

GRANTOR EXPRESSLY COVENANTS:

1. Grantee and Grantee's agents, assigns and successors shall have access at all times, to the Property for the purposes set forth herein.
2. Grantor is the sole owner of the Property and has the present full authority and power to execute this Easement Agreement.

GRANTEE EXPRESSLY COVENANTS:

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1. Grantor shall have, during the continuance of this Easement Agreement, the right to dispose of the Property and to use the Property for other purposes provided such use does not materially interfere with the easement granted herein.
2. In the event of termination, Grantee, at its expense, shall, upon written request by Grantor, remove all appurtenances from the Property and restore the Property as nearly as is practicable to the condition of the land existing immediately prior to Grantee's first use.
3. Notwithstanding any other provision of this Easement Agreement to the contrary, no term or condition of this Easement Agreement shall be construed or interpreted as a waiver of any provision of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, CRS as now or hereafter amended. The parties hereto understand and agree that liability for claims for injuries to persons or property arising out of the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of CRS 24-10-101, *et seq.*, as now or hereafter amended and CRS 24-30-1501, *et seq.*, as now or hereafter amended. Any provision of this Easement Agreement, whether or not incorporated herein by reference, shall be controlled, limited and otherwise modified so as to limit any liability of the Grantee to the above cited laws.
4. Grantee agrees that all excavations or other temporary removal of soil as required for Grantee's use of the Property for the purposes set forth herein shall be properly replaced, and as nearly as possible, restored and maintained by Grantee in its original configuration and with similar vegetation. Grantee shall be responsible at all times for the immediate repair or replacement of, or reimbursement for any damage to the Property due to Grantee's use of the Property for the purposes set forth herein. Routes of ingress and egress for construction or for maintenance are to be limited to the minimum necessary locations, and all work areas created must be obliterated, protected against erosion, and restored to the former condition of the land, as nearly as possible by Grantee.

ADDITIONAL PROVISIONS:

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IN WITNESS WHEREOF, the parties hereto have caused this Easement Agreement to be executed as of the day and year first above written.

GRANTEE:
STATE OF COLORADO
Bill Owens, Governor
Acting by and through the
Department of _____

By: _____
For the Executive Director

APPROVED:

STATE OF COLORADO
Department Of Personnel & Administration
State Buildings & Real Estate Program

By: _____
For the Executive Director

APPROVED:

STATE OF COLORADO
Ken Salazar, Attorney General

By: _____

GRANTOR:

By: _____

Title: _____

(If Corporation)
Attest (Seal)

By: _____
Secretary

STATE OF COLORADO
Arthur L. Barnhart, State Controller

By: _____

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STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
by _____, on behalf of the State of
Colorado, Grantee. Witness my hand and official seal.

My commission expires _____.

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
by _____ on behalf of the Grantor.
Witness my hand and official seal.

My commission expires _____.

Notary Public

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3.3 Parking License Agreement.

NOTE: YOU MUST ADJUST THE PAGINATION WHEN YOU PRINT THIS DOCUMENT TO BE USED.

This Parking License Agreement is suitable for use in many parking situations. A short form lease may also be used for parking. The form has been reviewed and approved by the Attorney General and State Controller's offices.

Any variations to the standard form must be kept to a minimum since much of the language is required by the State of Colorado Constitution, State Statutes or policies and therefore cannot be changed at all. If at any time a user of this form determines that a certain paragraph should not be included, simply strike through the entire paragraph following such paragraph's number and title. That way a later reviewer of the lease can immediately determine if and where the document differs from the standard form, and subsequent paragraphs need not be renumbered to preserve sequential numbering. **Any additions to the standard form language must be in bold type.**

When the wording of the standard Parking License Agreement is expected to be significantly changed to accommodate the agreement reached between the parties, the proposed language must be sent to Real Estate Programs for review and pre-approval before signature.

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PARKING LICENSE AGREEMENT

The printed portions of this form, except bold additions, have been reviewed by the State of Colorado Attorney General and approved by the State Controller. All additions to this form must be in bold type. All deletions must be shown by strike-through.

THIS LICENSE AGREEMENT ("Agreement"), made and entered into this _____ day of _____, 20 __, by and between _____, whose address or principal place of business is _____ hereinafter referred to as "**Licensor**", and **THE STATE OF COLORADO**, acting by and through the **DEPARTMENT OF _____** [name and address] hereinafter referred to as "**Licensee**".

In consideration of the mutual promises hereunder, the parties agree as follows:

1. Licensor hereby grants Licensee a non-exclusive license to park _____ vehicle(s) in the parking area located at _____ and delineated on the site plan attached hereto and made a part hereof as Exhibit A ("Licensed Premises"). Only a license to park is granted hereby. No bailment is created.
2. For Licensee's use of the Licensed Premises, Licensee agrees to pay Licensor a monthly license fee in the amount of \$ _____ at _____ [address] _____. Monthly license fees are due the first of each month.
3. This Agreement shall commence on the _____ day of _____, 20__ and terminate on the _____ day of _____, 20__ . Either party may terminate this Agreement during the term with thirty (30) days prior written notice. If the term herein commences on a day other than the first day of a calendar month, Licensee shall pay to Licensor the prorated fee for the number of days that exist prior to the first day of the succeeding month with a similar adjustment being made at the termination of this Agreement. Should Licensee utilize the Licensed Premises after the termination date without the benefit of a fully-executed and current Agreement it shall be deemed to be a license from month to month at the monthly license fee specified in section 2, subject to all of the other terms of this Agreement.
4. Notices shall be sent by U.S. registered or certified mail, return receipt requested, and shall be deemed effective upon posting in the U.S. mail depository with sufficient postage attached thereto. Notices shall be sent to the following addresses:

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Licensor: _____

Licensee: _____

C: State Buildings & Real Estate Programs
Attn: Real Estate Specialist
1525 Sherman Street #250
Denver, CO 802043

5. Licensor shall, unless specified herein to the contrary, maintain the Licensed Premises in good repair during the term of this Agreement. Licensor shall keep the Licensed Premises free from ice or snow or other obstruction and shall not impede access to the Licensed Premises.
6. Licensor warrants and represents to be the owner of, or the authorized representative or agent of the owner of, the Licensed Premises with full power and authority to execute this Agreement.
7. The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution and enforcement of this Agreement. Any provision of this Agreement, whether or not incorporated herein by reference, which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules and regulations shall be considered null and void. **Nothing contained in any provision incorporated herein by reference which purports to negate this or any other provision in whole or in part shall be valid or enforceable or available in any action at law whether by way of complaint, defense or otherwise.** Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this Agreement to the extent that this Agreement is capable of execution.
8. If the Licensed Premises shall be taken by right of eminent domain, in whole or in part, then this Agreement, at the option of either party, shall forthwith cease and terminate and the license fee shall be properly apportioned to the date of such taking.
9. In the event the Licensed Premises are rendered unfit for Licensee's purposes by fire or other casualty, this Agreement will immediately terminate and no license fee shall accrue to Licensor from the date of such fire or casualty. In the event the Licensed Premises are damaged by fire or other casualty so that there is partial destruction of the Licensed Premises or such damage as to render the Licensed Premises partially unfit for Licensee's purposes, either party may, within five (5) days of such occurrence, terminate this Agreement by giving written notice to the other party. Such termination shall be effective not less than fifteen (15) days from the date of mailing of the notice. License fees shall be apportioned to the effective date of termination.
10. Financial obligations of Licensee payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
11. The signatories aver that to their knowledge, no state employee has any personal or beneficial interest whatsoever in the service or property described herein.
12. Pursuant to §24-30-202.4 C.R.S., (as amended), the Controller may withhold debts owed to state agencies under the vendor offset intercept system for: (a) unpaid child support debt or child support arrearages; (b) unpaid balance of tax, accrued interest, or other charges specified in Article 21, Title 39, C.R.S., (c) unpaid loans due to the student loan division of the department of higher education; (d) owed amounts required to be paid to the unemployment compensation fund;

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and (e) other unpaid debts owing to the state or any agency thereof, the amount of which is found to be owing as a result of final agency determination or reduced to judgment as certified by the Controller.

13. If because of Licensee's tax exempt status Licensor is able to reduce its tax liability then Licensee's license fee shall be decreased by the amount of the reduction in such taxes on a monthly pro rata basis.
14. To the extent authorized by law, Licensor shall indemnify, save and hold harmless Licensee, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by Licensor, or its employees, agents, or assignees pursuant to the terms of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver of any provision of the Colorado Governmental Immunity Act, §24-10-101 et seq., C.R.S., as now or hereafter amended. The parties hereto understand and agree that liability for claims for injuries to persons or property arising out of the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of §24-10-101, et seq., C.R.S., as now or hereafter amended and §24-30-1501, et seq., C.R.S., as now or hereafter amended. Any provision of this Agreement, whether or not incorporated herein by reference, shall be controlled, limited and otherwise modified so as to limit any liability of the Licensee to the above cited laws.
15. This Agreement, including all exhibits, supersedes any and all prior written or oral agreements and there are no covenants, conditions or agreements between the parties except as set forth herein. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever unless embodied herein in writing. No subsequent novation, renewal, addition, deletion or other amendment hereto shall have any force or effect unless embodied in a written contract executed and approved pursuant to the State of Colorado Fiscal Rules.
16. This Agreement shall not be deemed valid until it shall have been approved by the Controller of the State of Colorado or such assistant as he may designate (the "Controller").

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

LICENSOR:

(If Corporation)
Attest (Seal)

By: _____

Title: _____

By: _____
Secretary

_____ Federal Tax Identification Number

APPROVED:

STATE OF COLORADO
DEPARTMENT OF PERSONNEL/GSS
STATE BUILDINGS
AND REAL ESTATE PROGRAMS

LICENSEE:

STATE OF COLORADO
Bill Owens, Governor
Acting by and through
The Department of _____

By: _____

By: _____
For the Executive Director

APPROVED:

STATE OF COLORADO
Ken Salazar, Attorney General

APPROVED:

STATE OF COLORADO
Arthur L. Barnhart, State Controller

By: _____

By: _____

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END OF CHAPTER 3 POLICY/SBREP/EASEMENTS AND LICENSES Spring 02