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Colorado General Assembly

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CHAPTER 325

STATE LANDS — PURCHASE

FARMERS UNION — DEPARTMENT OF ADMINISTRATION

(Senate Bill No. 244. By Senators Locke, Shoemaker, Brown, Chance, and MacFarlane; also Representatives Hart, Fentress, Bastien, Baer, Burch, Burns, DeMoulin, Grace, Koster, and Lamb.)

A N A C T

AUTHORIZING THE DEPARTMENT OF ADMINISTRATION, DIVISION OF PUBLIC WORKS, TO ACQUIRE CERTAIN REAL PROPERTY IN THE CITY AND COUNTY OF DENVER, AND MAKING AN APPROPRIATION THEREFOR.

Be it enacted by the General Assembly of the State of Colorado:

Section 1. Authorization.—The department of administration, division of public works, hereafter referred to as the "state", is hereby authorized to enter into a contract with the national farmers union life insurance company, hereinafter referred to as the "farmers union", for the purpose of purchasing and having conveyed to the state the following real estate and improvements:

Lots thirty (30) to forty (40) inclusive, block twenty-eight (28), H. C. Brown's addition to Denver, Colorado, together with all improvements thereon, including all carpeting, drapes, venetian and other blinds, and all materials and supplies used in performance of all janitorial functions and all stocks of paneling, tile, and other building materials on hand on the date of transfer which are the property of the national farmers union life insurance company.

Section 2. Terms and conditions.—(1) The authorization to acquire is limited by the following terms and conditions:

(2) Said property shall be transferred by a warranty deed conveying fee simple title, free and clear of all encumbrances, and subject only to the rights of tenants in possession on the date of transfer.

(3) The purchase price of said property shall be no greater than three million dollars (\$3,000,000).

(4) Said purchase and sale shall be consummated on or before March 31, 1969. If, however, the state tenders the full amount of the purchase price on or before March 31, 1969, but the farmers union is unable to deliver fee simple, unencumbered title, subject only to then existing tenancies, the state in its sole discretion may extend its right to purchase for such additional time as may be required by the farmers union to evidence its capability to convey fee simple, unencumbered title to said property.

(5) Upon request by the state, farmers union agrees to furnish at farmers union's expense either abstracts of title concerning such property certified to date of transfer, or a title insurance policy for the full purchase price. Farmers union further agrees that, subsequent to the effective date of this act, it will not enter into any lease or tenancy agreement affecting space in either the office building or parking structure for a period longer than one month and will not otherwise obligate or encumber said property or any portion thereof.

(6) From and after the sale and transfer of title, the state shall be in full possession and control of said building, parking structure, and personal property described in section 1 of this act and shall have the right to lease or make such use as it deems advisable of any space in said building not occupied on the date of the sale and transfer and of any and all space which may become vacant as a result of the termination of any tenancy of others than farmers union and its affiliates then in force or of space released by farmers union, and shall thereafter be responsible for and assume responsibility for all insurance, operation, maintenance, and repairs concerning said property. Rental payments from tenants of the office building, other than the farmers union, accruing from and after date of sale and transfer of title, shall be paid to the state and shall be credited to the farmers union amortization account of the capital construction fund, which account is hereby created.

(7) The state also agrees to continue the employment of the janitorial, maintenance, and security personnel in said building and parking structure for the benefit of all tenants, including farmers union and its affiliates. Said employees shall be transferred to state payroll as provisional employees subject to state statutes and state civil service commission rules and regulations. Wages and benefits shall be as nearly the same as is possible for like work and job descriptions as approved by the state civil service commission.

(8) Farmers union and its affiliates shall have the right to continue occupancy of the fifty-six thousand eight hundred ninety-six square feet of office space and three thousand eight hundred eleven square feet of storage space in the office building and one thousand five hundred nineteen square feet of storage space in the parking structure now occupied by it for a period of fifteen months from and after the date of transfer of title. Farmers union shall also have the right, from time to time during said fifteen months' period and upon thirty days' notice to the state, to vacate and surrender portions of said office or storage space to the state whereupon the applicable rental shall be decreased accordingly. The occupancy of the parking stalls in the parking structure now assigned to and used by farmers union executive personnel shall be continued at the present rate until the occupancy of the office building by farmers union shall have terminated. Other tenants of the office building who also rent parking stalls in the parking structure may continue to rent and occupy said stalls at the rates now in effect until their occupancy of the office building is terminated by expiration of their leases or otherwise. All such parking receipts shall be deposited in the capital construction fund, identified as receipts credited to the farmers union amortization account.

(9) Farmers union agrees to pay rental for the above space occupied by it at the annual rate of three dollars and fifty cents per square foot for office space and one dollar and fifty cents per square foot for storage space. All such rentals shall be deposited in the capital construction fund, identified as receipts credited to the farmers union amortization account. The state shall continue to provide, at no cost to farmers union, janitorial, heat,

light, and all ordinary and usual maintenance services for the space occupied by farmers union and its affiliates comparable to such services now being provided throughout the property. The cost of all such services shall be met out of moneys in the farmers union amortization account of the capital construction fund; but the state shall be relieved of all obligation to repaint or decorate the walls, ceilings, or partitions, or to move or change any of said partitions or other attached fixtures, or replace or repair floor covering in said space. Farmers union shall maintain at its expense such fire, theft, damage, and other insurance covering the space occupied by it and the furniture, fixtures, desks, equipment, and supplies owned by it as it deems necessary.

(10) All furniture, fixtures, desks, office equipment, and office supplies, including specifically the fifteen-ton air conditioning unit operated in connection with the computer rooms, the dishes, and food preparation equipment in the cafeteria, and tools and equipment used in connection with the maintenance of the building, shall remain the property of farmers union and may be removed at its discretion, but not after the fifteen-month occupancy period.

(11) The state agrees not to change the name of the building or remove the farmers union identification prior to December 31, 1969.

Section 3. Appropriation.—There is hereby appropriated out of the moneys not otherwise appropriated, to the department of administration, division of public works, the sum of three million dollars (\$3,000,000), or so much thereof as may be necessary, for the purpose of acquiring the farmers union property pursuant to the provisions of this act.

Section 4. Safety clause.—The general assembly hereby finds, determines, and declares that this act is necessary for the immediate preservation of the public peace, health, and safety.

Approved: March 18, 1969