

## LEASE AGREEMENT

THIS LEASE AGREEMENT ("**Lease**") is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2026 ("**Effective Date**"), by and between the CITY OF FORT COLLINS, a Colorado home rule municipality, 300 Laporte Avenue, Fort Collins CO 80522, (the "**Lessor**" or "**City**") and the POUDBRE RIVER PUBLIC LIBRARY DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado, 301 E. Olive St., Fort Collins, CO 80524 (the "**Lessee**" or "**Library District**") (individually referred to as the "**Party**" and together, the "**Parties**").

### RECITALS

- A. The City is a home-rule municipality.
- B. The Library District is a Colorado Library District and a quasi-municipal corporation and political subdivision of the state of Colorado established by a citizen initiative pursuant to Colorado Revised Statutes (C.R.S.) §§ 24-90-101, *et seq.* providing public library services within its boundaries which include the City.
- C. Article XIV, Section 18 of the Colorado Constitution and § 29-1-203, C.R.S., authorize political subdivisions or agencies of the State to cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each, including sharing of costs, imposition of taxes, or incurring debt.
- D. The voters of Fort Collins overwhelmingly approved Ordinance No. 013, 2015 in April of 2015, extending for ten years a quarter-cent sales tax to be dedicated to the "Community Capital Improvement Program" and requiring the City to construct a Community Center in southeast Fort Collins focused on innovation, technology, art, recreation, and the creative process (the "**Project**").
- E. The Parties determined to cooperate in the construction and operation of the Project through the construction of the South East Community Center ("**Community Center**").
- F. The Parties entered into an Intergovernmental Agreement Related to the Southeast Community Center with the Poudre School District R-1 (the "**Site Acquisition Agreement**") by which the City acquired approximately 10 acres of real property (the "**Site**"). A copy of the Preliminary Site Plan is attached as **Exhibit A** (the "**Site Plan**").
- G. The Site Acquisition Agreement provided: (a) the City will, with the cooperation, input and shared funding of the Library District, design and construct the Project; and, (b) the Library District will equip and operate the public library portion of the Project (the "**Library Branch**") operated in the Leased Space defined herein; and, have input on and share in the design and construction costs of common improvements and shared use spaces.
- H. The Parties entered into an Intergovernmental Agreement among City of Fort Collins and Poudre River Public Library District Regarding Southeast Community Center

Project Design and Construction effective \_\_\_\_\_, 2026 to define their rights and responsibilities for the Project (the "**Design and Construction IGA**").

I. The Design and Construction IGA provided the "Parties will enter a lease under which the City will lease as "Lessor", and the Library District will lease as "Lessee" the library space identified in the final plans to equip and operate the Library Branch. A preliminary depiction of the library space is identified on the preliminary building design plan attached as **Exhibit B** (the "**Leased Property**").

J. The Design and Construction IGA provides the Library District will contribute to and have rights to jointly use certain spaces with the City. A preliminary depiction of the shared spaces outside the building including but not limited to parking areas, circulation corridors, common entries, outdoor plazas, are identified on **Exhibit A** and shared spaces inside the building including but not limited to meeting rooms designated as shared and mechanical systems serving multiple portions of the Project are identified on **Exhibit B** (the "**Joint Use Spaces**"). Contemporaneously with this Lease, the Parties entered into a Joint Use Agreement (the "**JUA**") governing the use, operation, maintenance, repair, replacement, and operating cost allocation for the Joint Use Spaces.

K. This Lease is intended to govern the Leased Property and the Parties' respective real property interests therein. In the event of a conflict, this Lease shall control to the extent necessary to protect the City's fee title and financing obligations.

L. The City is financing a portion of the Project through certificates of participation pursuant to a Site Lease and Lease Purchase Agreement. This Lease is subordinate to and shall be interpreted in a manner consistent with those financing obligations.

**NOW THEREFORE**, the Parties enter into this Lease Agreement to satisfy and fulfill the purposes of the Project and their Design and Construction IGA.

**WITNESSETH**

In consideration of the Library District's contribution to site development and construction, any rent to be paid hereunder, the mutual covenants and agreements herein contained and contained in the Design and Construction IGA and JUA, and other good and valuable consideration the receipt and legal sufficiency of which are hereby acknowledged, the City and Library District agree to the following terms.

1. Lease of Property. City hereby leases and rents to the Library District, and the Library District hereby leases and rents from the City, the Leased Property, together with non-exclusive use and benefit of all easements, rights-of-ways, streets, alleys, passages, vehicular and pedestrian access ways and parking, waters, water courses, water privileges, tenements, hereditaments, appurtenances and rights, whatsoever, now or hereafter, in any way belonging, relating or appertaining to the Project. The Leased Property shall not include any City utility infrastructure (including any infrastructure installed by Lessee with the intent to convey ownership thereof to the City in accordance with any agreement with the City therefore),

which shall remain the property and responsibility of the City.

(a) Library District acknowledges that no fee or leasehold interest is granted in the Joint Use Spaces that are not also in the Leased Space under this Lease. Any rights of access, scheduling priority, operational control, maintenance obligations, or operational cost-sharing responsibilities relating to Joint Use Spaces is governed by the JUA.

(b) In the event of a conflict between this Lease and the JUA, this Lease shall control with respect to real property interests and the City's financing obligations, and the JUA shall control with respect to operational and shared-use matters.

2. Construction of Library: Conditions to Rights of Parties.

(a) Prior to and during construction of the library space on the Leased Property, the Parties responsibilities are governed by the Design and Construction IGA. In the event of a conflict regarding construction or design authority, the Design and Construction IGA shall control.

(b) The City and Library District will determine an appropriate description of the Leased Property sufficient to obtain a leasehold title insurance policy issued by a title company insuring title prior to commencement of this Lease. The title policy shall be in a form reasonably acceptable to both Parties, and consistent with the City's and/or the Library District's financing requirements.

(c) District may collaterally assign its leasehold interest as security for financing of Library District improvements, subject to prior written consent of the City, which may only be withheld to the extent necessary to protect the City's fee title and financing interests. Any such assignment shall not release Library District from its obligations under this Lease. The Library District may also assign or sublease all or part of its leasehold interest with the written consent of the City which may only be withheld if the proposed assignee or sublessor's use is determined to be incompatible with any other existing use of the Community Center and subject to the conditions contained in Section 12 below.

3. Term of Lease and Termination. This Lease commences on the Effective Date and continues for an initial term of ninety-nine (99) full years ("**Initial Term**"). Any renewal or extension requires City Council approval by ordinance, in the Council's discretion, and shall not be automatic, implied, or exercisable solely at Library District's option. In the event of a termination for any reason prior to the end of the Initial Term or a failure to renew or extend without consent of the Library District, the City will pay to the Library District the appraised value of the fee ownership of the Leased Property (building and improvements only) as determined by three appraisers: one chosen by each Party and the third chosen by the Parties' chosen appraisers; or, the Library District's cost to relocate to reasonably acceptable space for the remainder of the Initial Term as determined in the sole discretion of the Library District.

4. Rent. The Library District's financial contributions under the Design and Construction IGA, ongoing operations and maintenance obligations under the JUA, and the mutual covenants herein are payment in full of all rent due for the Initial Term. No percentage

rent or additional rent is owed.

5. Condition and Use of Leased Property. Except as provided below, the Library District shall use the Leased Property for the operation of a public library and in accordance with the uses and operations ancillary thereto, or for other related public purposes and for no other purpose without amendment to this Lease. Related public purposes shall include activities commonly available in libraries in the state of Colorado now and at the time the activity is undertaken.

(a) The Library District shall comply with all laws, ordinances, decrees, orders, rules and regulations of any lawful authority, agency or governmental unit having jurisdiction and shall save City harmless from penalties, fines, costs, expenses or damages resulting from failure to do so. The Library District will not use the Leased Property in a manner that unreasonably interferes with the City's operation of and the public's access to the remainder of the Project.

(b) The City is controlling the construction and construction contracts for the Project including the construction and construction contracts relating to the Leased Property and the Joint Use Spaces. The City makes no direct representation or warranty with respect to the condition of the Leased Property or Joint Use Spaces or their fitness or availability for any particular purpose and shall not be liable for any latent or patent defect therein. However, the City will pursue any product, construction or design warranty or potential liability of contactors or materials suppliers to correct or obtain damages for any deficiency in the Leased Property or Joint Use Spaces upon demand or assign the claim to the Library District. The Library District will utilize any funds recovered to correct deficiencies or improve the Leased Property.

(c) The City and the Library District will comply with the terms of the JUA establishing rights and responsibilities for use of Joint Use Spaces including parking spaces, outdoor programming spaces and indoor facilities utilized and/or shared by the Parties in the JUA.

(d) If the Library District utilizes the Leased Property to secure financing as permitted under Section 12, and if the Library District defaults under the Financing Documents and a financing trustee or other successor assumes possession or control of the Leased Property such trustee or successor shall be subject to the same limitations on use applicable to the Library District under this Lease. Use of Joint Use Spaces or common areas within the Project shall be limited to those reasonably necessary for access to and operation of the Leased Property, such as corridors, entries, and restrooms, and shall otherwise remain governed by the JUA.

Any trustee or successor occupying the Leased Property shall also remain subject to all applicable operational, maintenance, and cost-sharing obligations set forth in the JUA Agreement to the extent such obligations apply to occupants of the Leased Property.

6. Financing; Trustee Protections.

(a) This Lease is entered into in contemplation of the City's financing of a

portion of the Project through certificates of participation pursuant to a Site Lease and Lease Purchase Agreement (the “**Financing Documents**”).

(b) For so long as the Financing Documents remain in effect, this Lease shall be subject and subordinate thereto.

(c) The Library District acknowledges that the financing trustee (the “**Financing Trustee**”) may acquire certain rights with respect to the Leased Property under the Financing Documents. The Library District agrees that it shall not take any action that would materially impair the Financing Trustee’s rights under the Financing Documents.

(d) The City shall provide the Financing Trustee with notice of any default under this Lease and a reasonable opportunity to cure prior to termination, to the extent required under the Financing Documents.

(e) No amendment, termination, or modification of this Lease that would materially affect the Financing Trustee’s rights shall be effective while any financing remains outstanding without the prior written consent of the Financing Trustee.

(f) The Financing Trustee shall have no personal liability under this Lease and shall be liable only to the extent of its interest in the Leased Property under the Financing Documents.

7. Taxes. The Parties intend the Leased Property to be exempt from real estate taxes and assessments, both real and special, and other governmental impositions in substitution of real estate taxes (collectively, “**Taxes**”). In the event through no fault of City, the Leased Property or a portion thereof is not exempted from Taxes, the Library District shall pay to City, before the date on which such Taxes are due and payable, the amount of such Taxes as additional consideration hereunder.

8. Utilities. During the Initial Term, the Library District will pay for all electricity, gas, water, heat, air conditioning, sewerage, janitorial services, garbage disposal and all other utilities or services relating to its use or occupancy of the Leased Property whether provided by the City or others metered for the Leased Property or as provided in the JUA.

9. Insurance. The City must procure, pay for and keep in full force and effect a policy of comprehensive, broad form commercial general liability insurance, or equivalent thereof, covering the Community Center and the improvements thereon, insuring the City in an amount not less than the statutory limitations on judgments set forth in C.R.S. § 24-10-114 for the coverage period, as adjusted and published, covering bodily injury, including death to persons, personal injury and property damage liability arising out of a single occurrence. Such coverage must include, without limitation, legal liability of the insureds for property damage, bodily injuries, and deaths of persons in connection with the operation, maintenance, or use of the Community Center (including acts or omissions of the City).

(a) The Library District, at its sole cost and expense, must procure, pay for and keep in full force and effect a policy of comprehensive, liability insurance, or equivalent thereof including insurance through a liability pool, covering the Library Branch and the improvements thereon, insuring the Library District in an amount not less than the statutory limitations on judgments set forth in C.R.S. § 24-10-114 for the coverage period, as adjusted and published, covering bodily injury, including death to persons, personal injury and property damage liability arising out of a single occurrence. Such coverage must include, without limitation, legal liability of the insureds for property damage, bodily injuries, and deaths of persons in connection with the operation, maintenance, or use of the Library Branch (including acts or omissions of the Library District).

(b) All coverages carried by either Party (except for worker's compensation coverage) must name themselves as insured and name the other Party as an additional insured. The coverage must contain a provision that it cannot be canceled or materially altered either by the insureds or the carrier until thirty (30) days prior written notice thereof is given to both Parties. Upon issuance or renewal of any such coverage, the Party must provide the other Party with a certificate evidencing coverage that names the other Party as an additional insured. Any such policies must contain waivers of subrogation and waivers of any defense based on invalidity arising from any act or neglect of any assignees or the Parties. Both Parties agrees to provide the other Party a copy of a valid insurance policy whenever the other Party requests.

(c) Any coverage purchased by either Party must be written by a carrier which has a current rating by Best's Insurance Reports of "A" (excellent) or better and a financial rating of "X" or better, or such equivalent classification as may hereinafter be required customarily for properties similarly situated, and approved by the other Party, or be underwritten by the Colorado Special District Liability Pool or similar provider authorized by law to do business in the State of Colorado.

(d) The Parties agree to take such actions that may be necessary to seek subrogation or otherwise determine the fair allocation of costs or recoveries from property claims for damages that could arise under either Parties' coverage, including any offsets for the relative deductibles of each Party.

10. Maintenance; Repairs; Alterations; Reconstruction. The Library District shall promptly and diligently repair, restore, replace or remedy all damage to or destruction of all or any part of the Leased Property caused by the Library District or its agents. If repairs or alterations to critical building systems, shared systems, or control systems are necessary and could negatively impact the use or function of the building, the Library District will consult with City staff and determine a division of costs for such repairs or replacements. Except where due to the sole negligence of City, its agents, or contractors, or as provided in the JUA, the City shall not be required to furnish any services or facilities or to make any repairs or alterations of any kind that solely serve the Leased Property, all such matters being the sole duty and responsibility of the Library District. Notwithstanding the foregoing, the Library District shall not perform, nor permit any contractor or third party to perform any repair, alteration, replacement, or installation within the Leased Property that affects or serves Project spaces outside the Leased Property or could reasonably be expected to affect structural components, shared mechanical, electrical, plumbing, fire suppression, life safety, security,

technology, or building control systems, or otherwise materially impact the operation or functionality of the Project as a whole, without prior written consent of the City and an agreement to share costs. If the City reasonably determines that such work may affect shared or critical building systems, the City may require coordination of the work through the City's designated facilities personnel or contractor to protect the integrity and operation of the Project.

11. Ownership of Improvements during Lease. During the Initial Term, Library District shall have a leasehold interest in the Improvements subject to the terms and conditions of, and incorporated into, this Lease.

(a) Upon expiration or termination of this Lease for any reason prior to the end of the Initial Term, the Library District will convey all right, title and interest in and to the Leased Property to the City, free and clear of liens or encumbrances arising solely from Library District's activities upon payment to the Library District of the appraised value of the Leased Property as described in Section 3. above or the Library District's cost to relocate to reasonably acceptable space for the remainder of the Initial Term as determined in the sole discretion of the Library District.

(b) The Library District shall have no right to remove, demolish, or materially alter the Leased Space Improvements upon expiration or termination without prior written approval of the City Council by ordinance, in its discretion.

(c) Notwithstanding the foregoing, the Library District may, during the Initial Term and prior to expiration, remove its movable furniture, furnishings, equipment, inventory, and trade fixtures, provided such removal does not materially damage the Improvements or the remainder of the Project and any resulting damage is promptly repaired.

For purposes of this Section 10, "Improvements" means all buildings, structures, fixtures, systems, and other permanent improvements constructed on or affixed to the Leased Property, with the approval of the City, by or on behalf of the Library District, including without limitation the Library Branch building, foundations, structural components, mechanical, electrical, plumbing, fire protection, security, communications, and building control systems serving the Library Branch spaces; provided, however, that "Improvements" shall not include (i) City-owned infrastructure, (ii) shared systems serving the Project as a whole except to the extent located exclusively within the Leased Property and dedicated solely to the Library Branch, or (iii) movable furniture, furnishings, equipment, inventory, and personal property not permanently affixed to the Leased Property.

11. Notice of Expiration and Non-Renewal. At least two (2) years prior to the expiration of the Initial Term, the City will notify the Library District of its intent not to renew the Lease upon Lease expiration.

12. Sale, Assignment and Subletting and Right of First Refusal. Permitted collateral assignment or any other permitted assignments or subleasing permitted under Section 2(c), are subject to the following conditions.

(a) The City shall be given 45 days' notice and a right of first refusal to

occupy the Leased Property in the event of a sublease or assignment of the Lease.

(b) Any approved assignee shall assume in writing all obligations of the Library District under this Lease.

(c) No assignment, sublease, or transfer shall relieve the Library District of liability under this Lease unless expressly approved in writing by the City Council.

(d) The City acknowledges that a financing trustee may receive a collateral assignment of Library District's leasehold interest as security for permitted financing; however, such collateral assignment shall not constitute a transfer of operational control unless and until exercised pursuant to financing remedies and subject to this Lease and the Financing Documents.

(e) Any purported transfer in violation of this Section shall be void *ab initio*.

13. Default. If the City or the Library District defaults in the performance of any of its respective covenants, conditions, agreements or undertakings contained in this Lease (each, an "**Event of Default**") and such Event of Default continues for thirty (30) days (subject to a reasonable extension if a cure is not practical during such period and if the defaulting party has commenced cure and is diligently pursuing same) after written notice from the non-defaulting party ("**Default Notice**"), the non-defaulting party may cause the default to be remedied in the manner and by means the non-defaulting party deems proper, and the need for, and cost and expense thereof shall be resolved by the Parties within 45 days or either party may demand submission of the dispute to arbitration or bring an action in the District Court for damages.

Any Event of Default shall not cause the Library District to lose possession of the Leased Property. Money damages shall be the only remedy for either Party during the Initial Term of the Lease. Furthermore, before exercising any remedies under the Lease, the City shall provide the Financing Trustee with a copy of the Default Notice provided to the Library District and the opportunity to cure described above. The Financing Trustee shall have no obligation to cure (and shall have no liability or obligation for not curing) any breach or default.

If the Library District fails to timely pay any amount required under the Design and Construction IGA or JUA, the City may suspend performance related to the Library District's scope until payment is received.

14. Condemnation. If, as a result of any exercise of the power of eminent domain (hereinafter referred to as "proceedings"), any of the following happen:

- A. The title to the whole or substantially all of the Leased Property is taken; or
- B. The Leased Property is deprived of adequate ingress or egress to or from all public streets and highways abutting the Project; or
- C. All or substantially all of the parking area within reasonable walking distance of the Leased Property is taken;

and the Library District cannot reasonably operate in the remainder of the Leased Property at the time of such taking, then this Lease will terminate at the Library District's option as of the date of such taking pursuant to such proceedings and the proceeds will be distributed as provided below. For the purpose of construing the provisions of this section, "proceedings" shall include any negotiated settlement of any matter involving a condemnation, and a "taking" shall be deemed to occur when title to the Leased Property or possession thereof is acquired by a governmental authority, whichever first occurs.

If, during the Initial Term of this Lease, title to less than the whole or title to less than substantially all of the Leased Property is taken in any such proceedings and the Library District can reasonably operate in the remainder of the Leased Property at the time of such taking, this Lease will not terminate.

All damages awarded for any taking described in this section shall be divided between the City and the Library District in amounts equal to the proportion of contribution provided by each party to the planning, design and construction of the Project as set forth in the Design and Construction IGA.

15. Financial Responsibility. The Library District shall be responsible for all claims, demands, costs and expenses (i) provided for in the Design and Construction IGA, (ii) the Library District's use, occupancy, operations, and or management of the Leased Property, (iii) breach of or default under this Lease, and (iv) the Library District's negligence or misconduct, all limited to any extent prohibited by Colorado Governmental Immunity Act §24-10-101 et. seq. ("**Immunity Act**"). The JUA governs operational matters for shared spaces. In the event of a conflict, this Lease shall control to the extent necessary to protect the City's fee title and financing obligations.

16. Americans with Disabilities Act (ADA). The Library District must comply with all Federal, State, and local accessibility laws, including the requirements of the Americans with Disabilities Act (ADA). The City does not represent that the Leased Property meets the requirements of the ADA for the Library District's intended use. Any improvements required to bring the Leased Property into compliance with the ADA are the Library District's responsibility. The City will, however, assign any right or claim it may have against designers, architects, contractors or other third parties that failed to identify or meet the ADA requirements in construction or design of the Leased Property.

17. Inspection. The City and its authorized representatives may enter the Leased Property or any part thereof at all reasonable times for the purpose of inspecting, repairing or maintaining any shared utility lines, shared spaces, Joint Use Spaces or addressing any emergency. The City shall not have any duty to make any such inspection nor shall it incur any liability or obligation for not making any such inspection.

18. Liens. The Project is a "public works project" and not subject to contractor or supplier liens. Neither Party will, directly or indirectly, create or permit to be created, or to remain, and will discharge, any lien, encumbrance, or charge on, pledge of, or conditional sale or other title retention agreement with respect to the Leased Property or any part thereof other than (i) any security interest created by a financing, (ii) liens that encumber only the personal

property and fixtures, and (iii) lien claims of mechanics, materialmen, suppliers or vendors, or rights thereto, incurred in the ordinary course of business, which shall be removed as a matter of law or discharged at the responsible Party's discretion within sixty (60) days of filing.

19. Notices. Any formal notices or submissions required or permitted under this Lease shall be in writing and shall be delivered or sent via email acknowledged by the recipient personally to the following addresses:

**For the Library District:** Poudre River Public Library District  
301 E. Olive Street, Ft. Collins, CO  
80524

Attn: Executive Director

Email: [dlapierre@poudrelibraries.org](mailto:dlapierre@poudrelibraries.org)  
[kdraves@poudrelibraries.org](mailto:kdraves@poudrelibraries.org)

Phone: (970) 22106740

**With a copy to:**

Setzer, Vander Wall & Mielke, PC  
7400 E. Orchard Road, Suite 3300  
Greenwood Village, CO 80111  
Attn: Elizabeth Dauer, Esq.  
Courtney Intara, Esq.

Email: [edauer@svwpc.com](mailto:edauer@svwpc.com)

Phone: 303-770-2700

**For the City:**

City of Fort Collins  
215 N. Maston Street, Fort Collins, CO 80524  
Attn: Deputy Director, Community Services.  
email: [lewilliams@fortcollins.gov](mailto:lewilliams@fortcollins.gov)  
[ecluver@fortcollins.gov](mailto:ecluver@fortcollins.gov)

With a copy to: [caoadmin@fortcollins.gov](mailto:caoadmin@fortcollins.gov).

Any Party may designate a different address to which notices to it shall be sent. Such notices and submissions shall be deemed delivered: on the date of delivery if personally delivered, or upon acknowledgment of receipt.

20. Recording: Conditions and Covenants. A memorandum of this Lease shall be recorded in the Public Records of Larimer County. The provisions of this Lease shall be deemed to run with the land and shall be construed as "conditions" as well as "covenants" as though the words specifically expressing or imparting covenants and conditions were used in each separate provision.

21. Hazardous Materials and Environmental Compliance. As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material, or waste which is or becomes regulated by any local governmental authority, the state of Colorado, or the United States Government. The term "hazardous material" includes, without limitation, any material or substance that is: (i) defined as a "hazardous substance" under appropriate state law provisions; (ii) petroleum; (iii) asbestos; (iv) designated as "hazardous substance" pursuant to section 311 of the Federal Water Pollution Control Act (33 U.S.C. section 1321); (v) defined as "hazardous waste" pursuant to section 1004 of the Federal Resource Conservation and Recovery Act (42 U.S.C. Section 6903); (vi) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601); or (vii) defined as a "regulated substance" pursuant to Subchapter IX, Solid Waste Disposal Act (Regulation of Underground Storage Tanks) (42 U.S.C. Section 6991).

The Library District must not cause or permit any Hazardous Material to be brought upon, kept, or used in or about the Site by the District, its agents, employees, contractors, or invitees, without the prior written consent of the City (which the City will not unreasonably withhold as long as the Library District demonstrates to the City's reasonable satisfaction that such hazardous material is necessary or useful to the Library District's business and will be used, kept, and stored in a manner which complies with all laws regulating any such Hazardous Material). If the Library District breaches the obligation stated in the preceding sentence, or if the presence of Hazardous Material on the Site caused or permitted by the Library District results in contamination, or if contamination otherwise occurs for which the Library District is legally liable to the City for damage resulting therefrom, then Library District releases the City from and assumes responsibility for all damages, penalties, fines, costs, or losses incurred. The Library District is a governmental entity and will not indemnify, defend, and hold the City harmless from claims, judgments, damages and sums paid in settlement of claims by third parties which arise during or after the Initial Term as a result of such contamination.

22. Force Majeure. In the event that either Party is delayed or hindered in or prevented from performing any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, terrorism or other reason not the fault of the Party delayed in performing work or doing acts required under the terms of this Lease (each a "**Force Majeure**"), the performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The Party claiming a Force Majeure shall notify the other Party in writing within ten (10) calendar days after the commencement, and within ten (10) calendar days after the termination, of each Force Majeure. Notwithstanding the foregoing, the lack of adequate funds or a financial inability to perform shall not be deemed to be causes beyond the reasonable control of the nonperforming Party.

23. Governmental Immunity. The City and the Library District and their respective officers and employees are relying on, and do not waive or intend to waive by any provision of this Lease, the monetary limitations or any other rights, immunities and protections provided by Applicable Law, including but not limited to, the Immunity Act, as amended from time to time, or otherwise available to the Parties, their agents, officers, or employees.

24. Authorization. The Parties each represent and warrant that all consents or approvals required for the execution, delivery and performance of this Lease have been obtained and that each Party has the right and authority to enter and perform its covenants contained in this Lease.

25. Counterparts. This Lease may be executed in several counterparts, and by facsimile or electronic PDF, each of which shall be deemed an original and all of which when taken together shall constitute one and the same instrument.

26. Electronic Signature and Electronic Records. The Parties consent to the use of electronic signatures. The Lease, and any other documents requiring a signature hereunder, may be signed electronically by the Parties in the manner specified by law. The Parties agree not to deny the legal effect or enforceability of the Lease solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Lease in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

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In WITNESS WHEREOF, the Parties have caused these presents to be duly executed and sealed pursuant to proper legal authority to be effective on the date of the last signature provided below.

**City of Fort Collins, Colorado**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Kelly DiMartino, City Manager

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

**Poudre River Public Library District  
Board of Trustees**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
President

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
District General Counsel

**EXHIBIT A**

**"SITE PLAN"**

Identifying

**"OUTDOOR JOINT USE SPACES"**



EXHIBIT B

The

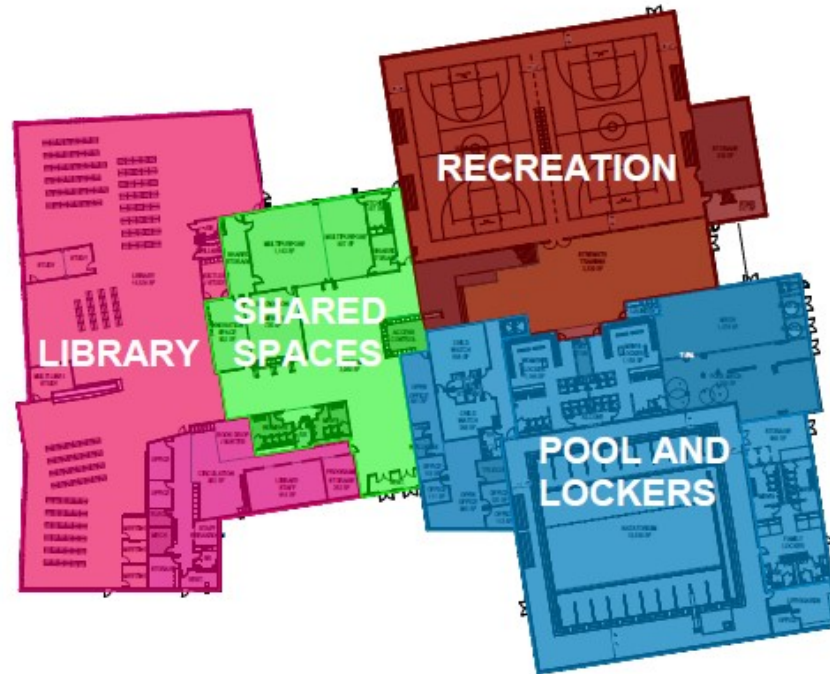
**BUILDING DESIGN PLAN**

Identifying:

**"LEASED PROPERTY"**

**And**

**"INDOOR JOINT USE SPACES"**



LEVEL 1 FLOOR PLAN  
DATE: 08/05/2025

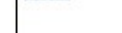
**CLARK & ENERSEN**

Architecture | Engineering | Planning |

Interior Design  
Landscape Architecture  
Urban Planning  
Construction Management  
Historic Preservation

STEVEN COO  
Principal

1000 14th Street, Suite 100  
Fort Collins, CO 80528  
970.225.1100  
www.clarkandersen.com



Key Plan  
Design Development

Southeast Community Center  
Rock Creek Dr & Zigler Rd  
Fort Collins, CO 80528  
CE No: 226-034-24

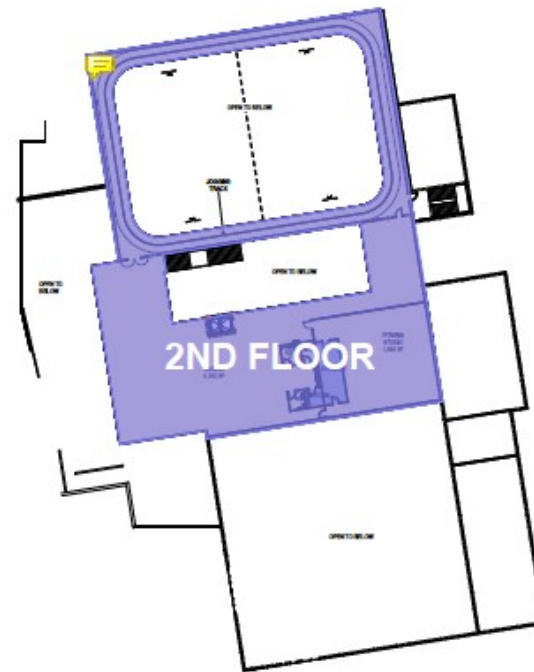
08/05/2025

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Level 1 - Schematic Floor Plan

**A101**

REVISIONS: 01/15/2025: REVISED TO REFLECT CHANGES TO THE ARCHITECTURAL PLAN.



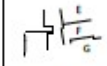
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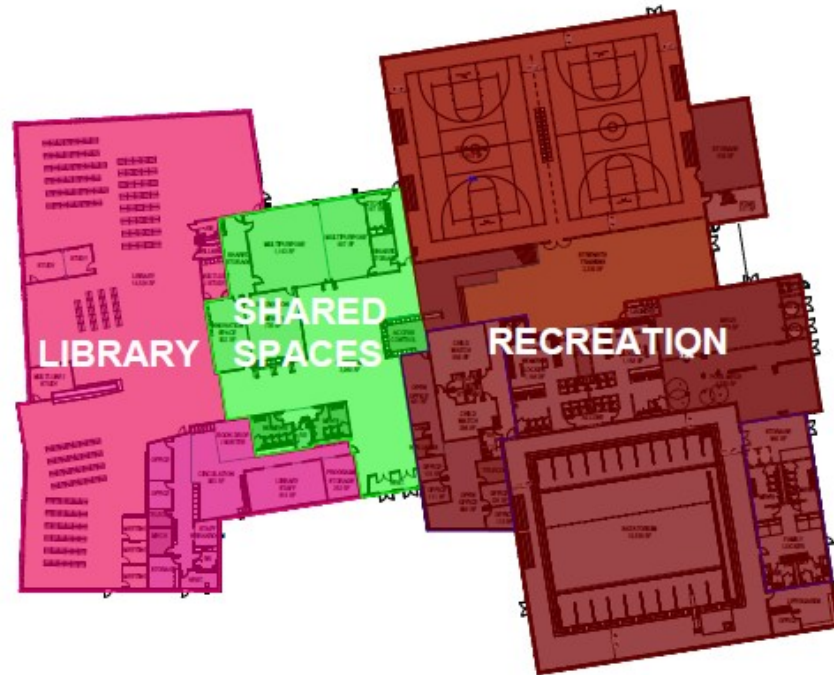
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Level 2 - Schematic Floor Plan  
**A102**

REVISIONS TO THIS PLAN SHALL BE INDICATED BY A YELLOW HIGHLIGHT AND A NUMBERED CIRCLE IN THE MARGINS.

**LEVEL 2 FLOOR PLAN**  
DATE: 06/05/2025



LEVEL 1 FLOOR PLAN  
DATE: 08/05/2025

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Key Plan  
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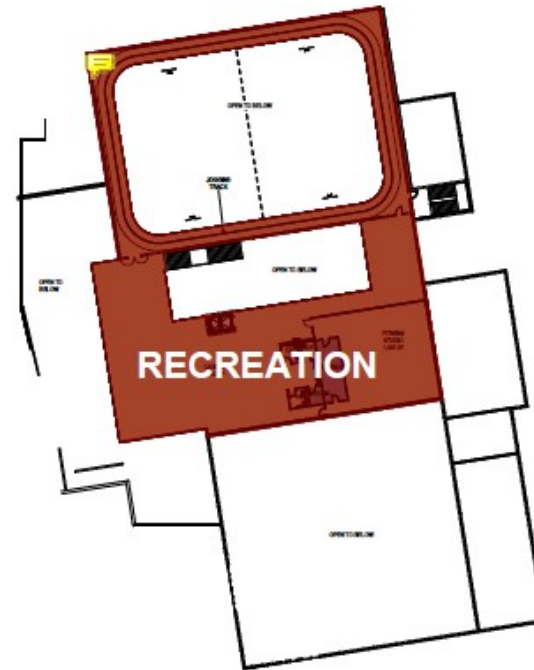
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Level 1 - Schematic Floor  
Plan

**A101**

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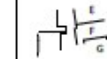
LEVEL 2 FLOOR PLAN  
DATE: 08/05/2025

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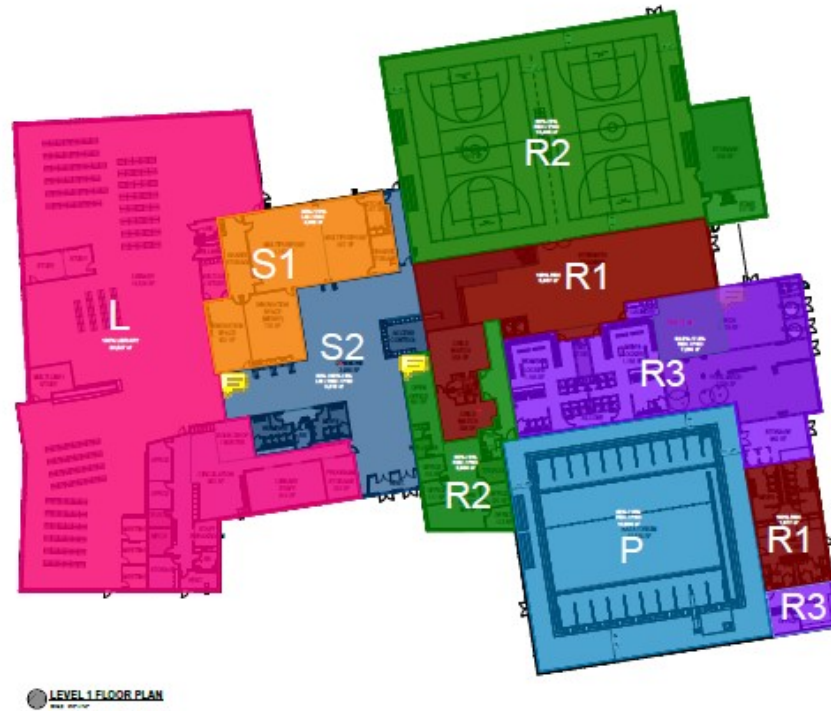
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Level 2 - Schematic Floor  
Plan

**A102**

REVISIONS: 1. 08/05/2025: REVISED PER COMMENTS FROM ARCHITECT



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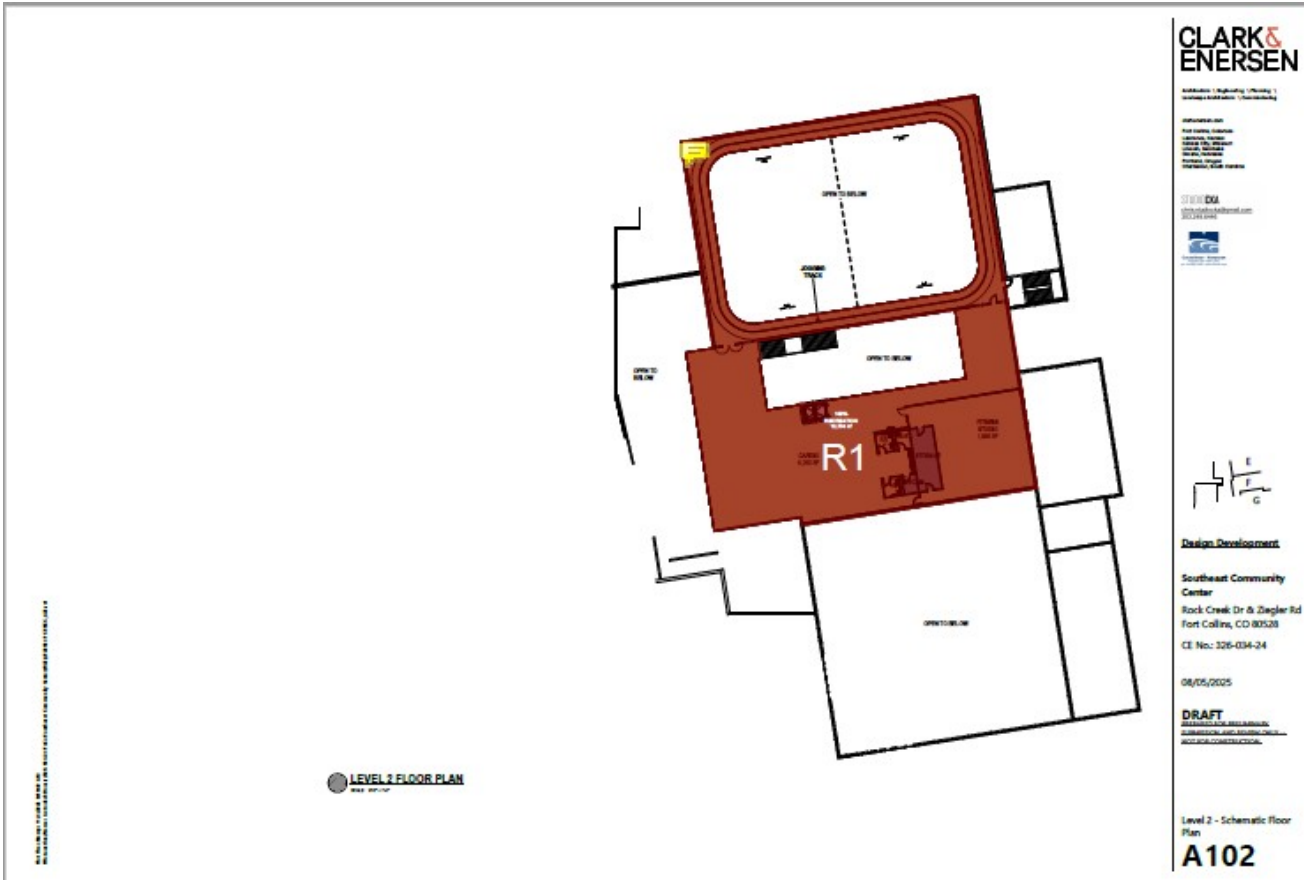


**Key Plan**  
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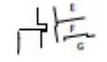
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Schematic floor plan  
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Level 2 - Schematic floor Plan  
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