PIKES PEAK LIBRARY DISTRICT BOARD OF TRUSTEES

DECEMBER 4, 2024 5 pm

LIBRARY 21C, VENUE



VIRTUAL MEETING (ZOOM)

Call in: 1-253-215-8782 or 1-312-626-6799 or 1-669-900-6833 or 1-346-248-7799

Meeting ID: 837 1958 5376

Passcode: 940463

Anyone interested in making a public comment at this meeting must sign up before 5 p.m.

Please arrive or log in (if attending virtually) early. Meeting room doors will open by 4:30 p.m. The virtual meeting will be open by 4:45 p.m. Public Comment will be limited to 2 hours (120 minutes).

REGULAR MEETING OF THE BOARD OF TRUSTEES

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. Public Comment (3 Minute Time Limit per Person)
- IV. REPORTS
 - A. Board Reports

Governance Committee
 Internal Affairs Committee
 Public Affairs Committee
 Five minutes
 Five minutes

- 4. Liaison comments
- 5. Trustee comments
- B. Chief Librarian and CEO Report (Teona Shainidze-Krebs) Five minutes

V. Business Items

New Business

A. DECISION 24-12-1 Monument Lease options	s (3,5,7 or 10 year lease) (p. 2)
B. DECISION 24-12-2 Request for Records Poli	icy and Procedures (CORA) update to policy to reflect
Changes in State require	ment in 2024. (p. 7)
C. DECISION 24-12-3 Rescind DECISION 24-1	0-2 Rockrimmon Lease (from October 16, 2024
agenda)	(p. 10)

If approved, proceed to DECISION 24-12-4; If not approved, proceed without DECISION 24-12-4.

D. DECISION 24-12-4 Renew the Rockrimmon lease for 1 year (1/1/25 to 12/31/25) using the October 16 lease agreement or entering into a new agreement. The lease will be paid for by PPLD, offset by the funds collected by the "Save Rockrimmon Library" organization (\$69,345 as of November 27, 2024).

VI. ADJOURNMENT

The full packet of materials for this meeting of the Pikes Peak Library District Board of Trustees is available at https://ppld.org/board-trustees

THIRD AMENDMENT TO LEASE- 3 YEAR

This Third Amendment to Lease ("Third Amendment") is made this 1st day of January 2025, by and between Woodmoor Village, LLC, ("Landlord"), and Pikes Peak Library District ("Tenant or PPLD").

WITNESSETH;

WHEREAS, Landlord and Tenant, have heretofore entered into that certain Lease Agreement dated as of August 4, 2001 (the "Lease"), for approximately 7536 rentable square feet of space at 1706 and 1724 Lake Woodmoor Drive, Monument, Colorado, 80132, (the "Premises"); and,

WHEREAS, said 2nd Amendment to Lease expires on December, 31, 2024, (the "Expiration Date"); and,

WHEREAS, Landlord and Tenant desire to amend the Lease, all hereinafter set forth.

NOW, THEREFORE, Landlord and Tenant do herby amend the Lease, effective as the date hereof, as follows:

- <u>Lease Premises.</u> 1706 and 1724 Lake Woodmoor Drive, Monument, Colorado 80132
- 2. <u>Lease Extension.</u> The term for the premises shall be extended and expire December 31st, 2027.
- 3. <u>Rent.</u> The Base Rent payable by Tenant to Landlord during the Extension Period for the Lease Premises (payable in advance, upon the first day of each month) shall be the following:

Rent January through December 2025 \$156,610.00

Each yearly Anniversary date 4.5% increase from previous year.

- 4. NNN Charges. In addition to Base Rent, Tenant shall pay to Landlord its prorata share of building expenses as defined by Section10 of the Lease, but in no event shall Tenant be liable for property taxes while the County assessor provides an exemption for the pro-rata portion of improvements and land used by the PPLD. The Tenant shall pay the estimated amount monthly due and payable with the Base Rent. Landlord will reconcile all expenses to the year's collections at the end of each calendar year. Those costs are currently estimated at \$29,000.00 per year.
- 5. <u>Unmodified Provisions/Ratification.</u> Except as otherwise specifically set forth herein, each and every term, condition, and covenant set forth in the Lease Agreement shall remain in full force and effect during the Extension Period and Tenant every term, provision and conditions set forth therein.

THIRD AMENDMENT TO LEASE-5 YEAR

This Third Amendment to Lease ("Third Amendment") is made this 1st day of January 2025, by and between Woodmoor Village, LLC, ("Landlord"), and Pikes Peak Library District ("Tenant or PPLD").

WITNESSETH;

WHEREAS, Landlord and Tenant, have heretofore entered into that certain Lease Agreement dated as of August 4, 2001 (the "Lease"), for approximately 7536 rentable square feet of space at 1706 and 1724 Lake Woodmoor Drive, Monument, Colorado, 80132, (the "Premises"); and,

WHEREAS, said 2nd Amendment to Lease expires on December, 31, 2024, (the "Expiration Date"); and,

WHEREAS, Landlord and Tenant desire to amend the Lease, all hereinafter set forth.

NOW, THEREFORE, Landlord and Tenant do herby amend the Lease, effective as the date hereof, as follows:

- <u>Lease Premises.</u> 1706 and 1724 Lake Woodmoor Drive, Monument, Colorado 80132
- 2. <u>Lease Extension.</u> The term for the premises shall be extended and expire December 31st, 2029.
- 3. <u>Rent.</u> The Base Rent payable by Tenant to Landlord during the Extension Period for the Lease Premises (payable in advance, upon the first day of each month) shall be the following:

Rent January through December 2025 \$149,866.00

Each yearly Anniversary date 3% increase from previous year.

- 4. NNN Charges. In addition to Base Rent, Tenant shall pay to Landlord its prorata share of building expenses as defined by Section10 of the Lease, but in no event shall Tenant be liable for property taxes while the County assessor provides an exemption for the pro-rata portion of improvements and land used by the PPLD. The Tenant shall pay the estimated amount monthly due and payable with the Base Rent. Landlord will reconcile all expenses to the year's collections at the end of each calendar year. Those costs are currently estimated at \$29,000.00 per year.
- 5. <u>Unmodified Provisions/Ratification.</u> Except as otherwise specifically set forth herein, each and every term, condition, and covenant set forth in the Lease Agreement shall remain in full force and effect during the Extension Period and Tenant every term, provision and conditions set forth therein.

THIRD AMENDMENT TO LEASE- 7 YEAR

This Third Amendment to Lease ("Third Amendment") is made this 1st day of January 2025, by and between Woodmoor Village, LLC, ("Landlord"), and Pikes Peak Library District ("Tenant or PPLD").

WITNESSETH;

WHEREAS, Landlord and Tenant, have heretofore entered into that certain Lease Agreement dated as of August 4, 2001 (the "Lease"), for approximately 7536 rentable square feet of space at 1706 and 1724 Lake Woodmoor Drive, Monument, Colorado, 80132, (the "Premises"); and,

WHEREAS, said 2nd Amendment to Lease expires on December, 31, 2024, (the "Expiration Date"); and,

WHEREAS, Landlord and Tenant desire to amend the Lease, all hereinafter set forth.

NOW, THEREFORE, Landlord and Tenant do herby amend the Lease, effective as the date hereof, as follows:

- <u>Lease Premises.</u> 1706 and 1724 Lake Woodmoor Drive, Monument, Colorado 80132
- 2. <u>Lease Extension.</u> The term for the premises shall be extended and expire December 31st, 2031.
- 3. <u>Rent.</u> The Base Rent payable by Tenant to Landlord during the Extension Period for the Lease Premises (payable in advance, upon the first day of each month) shall be the following:

Rent January through December 2025 \$149,866.00 (No first-year increase.)

Each yearly Anniversary date 2% increase from previous year.

- 4. NNN Charges. In addition to Base Rent, Tenant shall pay to Landlord its prorata share of building expenses as defined by Section10 of the Lease, but in no event shall Tenant be liable for property taxes while the County assessor provides an exemption for the pro-rata portion of improvements and land used by the PPLD. The Tenant shall pay the estimated amount monthly due and payable with the Base Rent. Landlord will reconcile all expenses to the year's collections at the end of each calendar year. Those costs are currently estimated at \$29,000.00 per year.
- 5. <u>Unmodified Provisions/Ratification.</u> Except as otherwise specifically set forth herein, each and every term, condition, and covenant set forth in the Lease Agreement shall remain in full force and effect during the Extension Period and Tenant every term, provision and conditions set forth therein.

THIRD AMENDMENT TO LEASE- 10 YEAR

This Third Amendment to Lease ("Third Amendment") is made this 1st day of January 2025, by and between Woodmoor Village, LLC, ("Landlord"), and Pikes Peak Library District ("Tenant or PPLD").

WITNESSETH;

WHEREAS, Landlord and Tenant, have heretofore entered into that certain Lease Agreement dated as of August 4, 2001 (the "Lease"), for approximately 7536 rentable square feet of space at 1706 and 1724 Lake Woodmoor Drive, Monument, Colorado, 80132, (the "Premises"); and,

WHEREAS, said 2nd Amendment to Lease expires on December, 31, 2024, (the "Expiration Date"); and,

WHEREAS, Landlord and Tenant desire to amend the Lease, all hereinafter set forth.

NOW, THEREFORE, Landlord and Tenant do herby amend the Lease, effective as the date hereof, as follows:

- 1. <u>Lease Premises.</u> 1706 and 1724 Lake Woodmoor Drive, Monument, Colorado 80132
- 2. <u>Lease Extension.</u> The term for the premises shall be extended and expire December 31st, 2034.
- 3. <u>Rent.</u> The Base Rent payable by Tenant to Landlord during the Extension Period for the Lease Premises (payable in advance, upon the first day of each month) shall be the following:

Rent January through December 2025 \$140,000.00 (\$9866.00 reduction.)

Each yearly Anniversary date 1% increase from previous year.

- 4. NNN Charges. In addition to Base Rent, Tenant shall pay to Landlord its prorata share of building expenses as defined by Section10 of the Lease, but in no event shall Tenant be liable for property taxes while the County assessor provides an exemption for the pro-rata portion of improvements and land used by the PPLD. The Tenant shall pay the estimated amount monthly due and payable with the Base Rent. Landlord will reconcile all expenses to the year's collections at the end of each calendar year. Those costs are currently estimated at \$29,000.00 per year.
- 5. <u>Unmodified Provisions/Ratification.</u> Except as otherwise specifically set forth herein, each and every term, condition, and covenant set forth in the Lease Agreement shall remain in full force and effect during the Extension Period and Tenant every term, provision and conditions set forth therein.

PPLD Rental analysis

3-year Renewal terms

Year	Rate	e NNI	N SF	Ann	ual base rent	Monthly base rent	Annual NNN	Total
	1	\$20.78	\$3.85	7,536	\$156,610.00	\$13,050.83	\$29,000.00	\$185,610.00
	2	\$21.72	\$3.85	7,536	\$163,657.45	\$13,638.12	\$29,000.00	\$192,657.45
	3	\$22.69	\$3.85	7,536	\$171,022.04	\$14,251.84	\$29,000.00	\$200,022.04
						Total lease co	nsideration	\$578,289.49

5-year Renewal terms

Year	Rate		NNN		SF	Annual base rent	Monthly base rent	Annual NNN	Total
	1	\$19.89		\$3.85	7,53	\$149,866.00	\$12,488.83	\$29,000.00	\$178,866.00
	2	\$20.48		\$3.85	7,53	\$154,361.98	\$12,863.50	\$29,000.00	\$183,361.98
	3	\$21.10		\$3.85	7,53	\$158,992.84	\$13,249.40	\$29,000.00	\$187,992.84
	4	\$21.73		\$3.85	7,53	\$163,762.62	\$13,646.89	\$29,000.00	\$192,762.62
	5	\$22.38		\$3.85	7,53	\$168,675.50	\$14,056.29	\$29,000.00	\$197,675.50

Total Lease consideration \$940,658.95

7-year Renewal terms

Year	Rat	te	NNN	SF	Annual base rent	Monthly base rent	Annual NNN	Total
	1	\$19.89	\$3.85	7,536	\$149,866.00	\$12,488.83	\$29,000.00	\$178,866.00
	2	\$20.28	\$3.85	7,536	\$152,863.32	\$12,738.61	\$29,000.00	\$181,863.32
	3	\$20.69	\$3.85	7,536	\$155,920.59	\$12,993.38	\$29,000.00	\$184,920.59
	4	\$21.10	\$3.85	7,536	\$159,039.00	\$13,253.25	\$29,000.00	\$188,039.00
	5	\$21.53	\$3.85	7,536	\$162,219.78	\$13,518.31	\$29,000.00	\$191,219.78
	6	\$21.96	\$3.85	7,536	\$165,464.17	\$13,788.68	\$29,000.00	\$194,464.17
	7	\$22.40	\$3.85	7,536	\$168,773.46	\$14,064.45	\$29,000.00	\$197,773.46

Total Lease consideration \$1,119,372.86

10-year Renewal terms

Year	Rate		NNN	SF	Annual base rent	Monthly base rent	Annual NNN	Total
	1	\$18.58	\$3.8	5 7,536	\$140,000.00	\$11,666.67	\$29,000.00	\$169,000.00
	2	\$18.76	\$3.8	7,536	\$141,400.00	\$11,783.33	\$29,000.00	\$170,400.00
	3	\$18.95	\$3.8	7,536	\$142,814.00	\$11,901.17	\$29,000.00	\$171,814.00
	4	\$19.14	\$3.8	7,536	\$144,242.14	\$12,020.18	\$29,000.00	\$173,242.14
	5	\$19.33	\$3.8	5 7,536	\$145,684.56	\$12,140.38	\$29,000.00	\$174,684.56
	6	\$19.53	\$3.8	7,536	\$147,141.41	\$12,261.78	\$29,000.00	\$176,141.41
	7	\$19.72	\$3.8	5 7,536	\$148,612.82	\$12,384.40	\$29,000.00	\$177,612.82
	8	\$19.92	\$3.8	5 7,536	\$150,098.95	\$12,508.25	\$29,000.00	\$179,098.95
	9	\$20.12	\$3.8	7,536	\$151,599.94	\$12,633.33	\$29,000.00	\$180,599.94
1	.0	\$20.32	\$3.8	5 7,536	\$153,115.94	\$12,759.66	\$29,000.00	\$182,115.94

Total Lease consideration \$1,035,282.11

Requests for Records Policy and Procedures (Colorado Open Records Act)

Introduction

This policy provides guidelines for responding to requests from members of the public for copies of records. This policy is intended to apply to printed material released by the Pikes Peak Library District ("PPLD") in response to a written request for records from a member of the public. It is not intended to apply to telephone inquiries where an oral response is appropriate and satisfactory to the requestor.

Objectives

PPLD seeks to promote access by the public to information and data regarding PPLD and to ensure that all information released is valid, reliable, accurate and constructively useful. In support of this goal, the following objectives are established:

- 1. To provide clear, consistent, and useful information for public consumption in response to requests;
- 2. to provide quality control of information provided in response to public requests;
- 3. to involve appropriate department heads, as needed, in the review and approval process; and
- 4. to comply with Colorado laws governing libraries, the Colorado Open Records Act ("CORA"), PPLD policy, and other relevant laws.

Procedure for Records Requests

Written requests for records will be treated as if they were requests made under CORA. If a request for records is made orally (e.g., by telephone or in person), the staff member receiving the request may provide the record directly to the requestor if the record is readily available. If the record is not readily available, the requester will be asked to submit a written request to PPLD's Custodian of Records ("Custodian").

PPLD must respond to any CORA request within three working days, beginning on the first working day after the request is received. Such period may be extended upon determination by the Custodian that extenuating circumstances exist. Such period of extension shall not normally exceed seven working days. The requestor shall be notified of the extension within the three-day period. For purposes of this policy, the term, "working days," refers to days that PPLD's administrative offices are open – typically, Monday-Friday.

Requests may be provided in person or mailed, or sent via facsimile or email. If a request is sent to anyone other than the Custodian, it shall not be considered received by PPLD, and the statutory time for responding to the request will not begin until the request is received by the Custodian. All requests for records maintained by PPLD must be specific as to the records sought and the relevant dates. Requests shall be specific enough to allow PPLD to efficiently identify the requested record and respond to the request. Requests for correspondence must identify the parties to the correspondence. For any request that is vague or broadly stated, the Custodian may require the requestor to provide a more specific request.

PPLD has no duty to create a public record that does not already exist.

The Custodian shall provide the requestor with an estimate of the cost of responding to the request and shall require full payment prior to completing work associated with responding to the request. If the requestor seeks to proceed upon receiving an estimate, he or she must respond in writing and submit payment to PPLD. By responding in writing, the requestor agrees to pay all fees associated with responding to the request. The time between the date of the Custodian's estimate and the receipt by the Custodian of a written request to proceed will not be counted against the time period to respond.

Upon receipt of payment of any applicable copy costs and/or other fees or upon making payment arrangements with the person requesting the record, the Custodian shall transmit a copy of the record by United States mail, other delivery service, facsimile, or electronic mail, or provide a copy of the record to the requestor in person. Transmission shall occur as soon as practicable, but no more than three working days (subject to an additional extension of seven working days) following PPLD's receipt of payment or arrangement to receive such payment.

Inspection of any public record shall take place in an area designated by PPLD's Custodian and shall occur in a manner that shall not be disruptive to PPLD's operations. PPLD employees may be assigned to monitor any inspection of public records.

If PPLD does not have facilities for making a copy of a record that a requestor has the right to inspect, the requestor shall be granted access to the record for the purpose of making a copy. The copy shall be made under the supervision of the Custodian or his/her designee. When practical, the copy shall be made in the location where the record is kept, but if it is impractical to do so, the Custodian may allow arrangements for the copy to be made at another location.

If the requested information already exists in a record that has been prepared for public dissemination, the department receiving the request may respond to the request directly by sending out the record or relevant pages thereof (i.e., budget, library profiles and official reports). Before releasing the record, the head of the responsible department should review the information for possible misinterpretation or misapplication by the requestor. If a concern exists, then the department head should consult with the Custodian to jointly develop a strategy for releasing the record to the requestor and or the public.

Costs and Fees

Charges for copies of requested records shall be as follows:

- 1. \$0.25 per page for each page copied.
- 2. \$20.69 per half hour of work (\$41.37 per hour) to research, retrieve and prepare the records. Time may be rounded up. The \$20.69 half-hour fee shall not be charged during the first hour of time expended to respond.
- 3. Postage may be charged.
- 4. Fees may be charged for costs of electronic files (e.g., compact discs and flash drives).
- 5. In the discretion of the Custodian, the above fees may be waived or reduced.

Subpoena for Records

When PPLD receives a subpoena for records, the subpoena shall be forwarded to the Custodian. The Custodian shall work with the appropriate PPLD staff members to comply and arrange for the records to be delivered to the court in response to the subpoena.

Please send requests to:

CORA Submission Form

Approved by PPLD Board of Trustees on Oct. 7, 2022

SIXTH AMENDMENT TO LEASE

THIS SIXTH AMENDMENT TO LEASE (the "Sixth Amendment") dated for reference purposes only as **September 1, 2024**, by and between **Monitor Rockrimmon, LLC, a Colorado limited liability company,** (hereinafter referred to as "Landlord") and **Pikes Peak Library District** (hereinafter referred to as "Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant entered into that certain Lease for reference purposes only dated May 25, 1989, and First Lease Amendment/Extension Agreement dated March 8, 1995, Second Amendment of Lease Agreement dated December 13, 1999, Third Amendment to lease dated July 28, 2003, Fourth Amendment to Lease dated September 16, 2014 and Fifth Amendment to Lease dated November 2018. (the "Lease"), with respect to the premises located at Safeway at Rockrimmon, 832 Village Center Drive, Colorado Springs, Colorado, consisting of approximately 8,668 square feet (the "Leased Premises"), and

WHEREAS the aforementioned Lease is due to expire by its own terms on December 31, 2024, and

WHEREAS, Landlord and Tenant now desire to amend the Lease, and specify certain changes to the terms and conditions of the Lease.

NOW, THEREFORE, the parties for good and valuable consideration, the receipt of which is hereby acknowledged, agree as follows:

- 1. <u>RECITALS.</u> The foregoing recitals are true and correct and incorporated herein by this reference.
- 2. <u>DEFINED TERMS.</u> All capitalized terms not specifically defined herein shall have the meanings set forth in the Lease.
- 3. <u>LEASE TERM ADJUSTMENT.</u> Upon full execution of this Sixth Amendment to Lease, the Lease Term for the Leased Premises, 832 Village Center Drive, shall commence on **January 1, 2025**, and shall expire on the **31**st **day of December 2025**.
- 4. <u>RENTAL</u>. Tenant covenants and agrees to pay a reserved base rent for the Leased Premises, consisting of approximately 8,668 square feet, during the Lease term:

<u>Months</u>	Rent/Month	Annual Base Rent per Rentable Square Foot
01/1/25-12/31/25	\$15,770.46	\$21.83 + NNN

Tenant shall keep in strict confidence and shall not divulge the existence, contents or provisions of this Lease to anyone other than an officer, agent, employee, director, shareholder, lawyer, consultant, accountant or auditor of Tenant without the prior written consent of Landlord, unless ordered by a court of competent jurisdiction or required by applicable law. A breach of the foregoing covenant of confidentiality shall be deemed a material breach and event of default under the Lease, subjecting Tenant to any and all of Landlord's rights and remedies available in the event of nonpayment of rent. This covenant of confidentiality shall survive the expiration of the Lease and any amendment thereto.

5. <u>OPERATING COSTS CAP.</u> Operating Costs, as defined in Article IV of the Lease, shall be capped at \$6.50 per square foot (\$4,695.16 per month) for the calendar year 2025.

- 6. <u>PROPERTY TAXES</u>. Tenant is exempt from paying property taxes as long as El Paso County continues to assess the property based on the Tenant's exempt status.
- 7. <u>CONDITION OF PREMISES</u>. Landlord delivers to Tenant and Tenant accepts from Landlord the Leased Premises in an as-is, where-is condition and both parties acknowledge that no Landlord's work shall be performed in connection with this Sixth Amendment.
- 8. <u>WATER INTRUSION.</u> Landlord will warrant that if a water intrusion occurs from the outside of the building, Landlord will be fully responsible for all costs associated with clean up and for any damages to Tenant caused by such intrusion.
- 9. <u>RENEWAL OPTION</u>. Provided Tenant is not in default and has performed all of its covenants and obligations hereunder, Tenant shall have the option to extend the Term of this Lease (hereinafter, the "Option") for an additional period. The Option shall be for one (1) period of five (5) years upon the same terms and conditions, at the then current market rate, but not less than the previous year's rent, and upon the following further terms and conditions.
 - 9.1 Tenant shall exercise said Option only by giving written notice to Landlord not later than one hundred eighty days (180 days) before the expiration of the Lease. Thereafter, Landlord shall advise Tenant within ten (10) business days of the Base Rent for the Option Period, and Tenant shall then have ten (10) business days within which to revoke in writing its exercise of the Option.
 - 9.2 It is understood and agreed that this Option is personal to Tenant and is not transferable; in the event of any assignment or subleasing of any or all of the Premises said Option shall be null and void.
 - 9.3 Option Addendum. In the event that Tenant shall elect to extend this Lease and shall serve notice of such election, and the rental for the renewed term is fixed, all as herein provided, the parties hereto shall, on expiration of the term hereof, execute an addendum to this Lease setting forth the commencement and termination dates, and the rental to be paid, for the extended term.
- 9. TABOR AMENDMENT. Landlord and Tenant acknowledge and agree that this Sixth Amendment to Lease shall not constitute a multi-year financial obligation of Tenant under the Taxpayers Bill of Rights ("TABOR") of the Colorado Constitution. Therefore, this Sixth Amendment to Lease is subject to annual appropriations for payment by Tenants Board of Trustees. If such appropriation is not made, the Lease shall terminate, and Tenants obligations will remain identified in Paragraph 13 of the Third Amendment to Lease.

10. MISCELLANEOUS.

- a. The Lease as modified herein remains in full force and effect and is hereby ratified by Landlord and Tenant. In the event of any conflict between the Lease and this Sixth Amendment, the terms and conditions of this Sixth Amendment shall control.
- b. In the event of any litigation arising out of or in connection with this Sixth Amendment, the prevailing party shall be awarded reasonable attorney's fees, costs and expenses.
- c. This Sixth Amendment shall be binding upon executions and inure to the benefit of the parties hereto and their heirs, personal representatives, successors and assigns.
- d. This Sixth Amendment contains the entire agreement of Landlord and Tenant with respect to the subject matter hereof and may not be amended or modified except by an instrument executed in writing by Landlord and Tenant.

- e. Except as expressly provided herein, Tenant has not assigned or transferred any interest in the lease and has full power and authority to execute this Agreement.
- f. Tenant has no known claims of any kind of nature against Landlord arising from or under the Lease and there are no agreements between Landlord and Tenant other than the Lease as amended by this Sixth Amendment.

IN WITNESS WHEREOF, the parties have executed this Sixth Amendment to Lease as of the date set by their signature below. This Sixth Amendment shall be deemed effective upon delivery of a fully executed copy hereof to both parties.

LANDLORD:

Monitor Rockrimmon, LLC, a Delaware limited liability company

	By: <u>Ismet Sahin</u>	
	Its: Managing Member	
	Signature:	
	Dated this day of	_, 2024
TENA	NT:	
Pikes P	Peak Library District	
	By:	
	Its:	
	Signature:	
	Dated this day of	_, 2024