

KNL9224R

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: POWER OF ATTORNEY/AGREEMENT

NAME OF AGENCY OR CONTRACTOR: RONALD KNILL AND ARTHUR
GREER/ GRAND JUNCTION RURAL FIRE PROTECTION DISTRICT

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: 639-641 -
24 ROAD, PARCEL #2945-054-02-008, LOT 16, JOHNSTON'S
SUBDIVISION

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1992

EXPIRATION DATE:

DESTRUCTION DATE:

AGREEMENT

1593169 10:07 AM 02/14/92
MONIKA TODD CLK&REC MESA COUNTY CO

This Agreement is entered into by the owners of certain property located in Mesa County and described as Lot 16, Johnston's Subdivision, Mesa County, Colorado. The address of such property is 639-641 24 Road, Grand Junction, Colorado 81505. The tax schedule number assigned by the County Assessor is 2945-054-02-008.

This Agreement is entered into by and between the City of Grand Junction and Arthur Greer and Ronald Knill who represent themselves to be the sole owners ("Owner") of the above described property ("Property").

Recitals.

For many years, Owner, and Owner's predecessors have operated a retail establishment on the subject property. Owner desires to construct certain improvements on the property to expand its facilities. The property is within the Grand Junction Rural Fire Protection District, which District contracts with the City for the provision of fire protection services. During the course of the review of the plans to construct the improvements on the property, the Fire Department determined that the fire protection at the property was inadequate because (a) no fire hydrants were available within the required distances, and (b) the water lines in the area are too small to supply enough water to adequately fight any fires.

The area in question is located in the unincorporated area of Mesa County near the City's limits. The County has not required fire protection facilities to be upgraded nor, in the past, to be installed at the time of development. The City's role, in such circumstances, is as the operational arm of the Rural Fire District.

Now, therefore, be it agreed:

1. Owner represents that they have the authority to enter into this agreement.
2. Owner acknowledges that, pursuant to this agreement and the attached power of attorney, they have the obligation to pay for the costs required to install adequate fire protection facilities.
3. At such time as, as determined either by the City, the County of Mesa, or any governmental or quasi-governmental entity, a public or private assessment process should be instituted to pay for the costs needed to construct or upgrade water lines and appurtenances, Owner agrees to fully participate in such an assessment process to the extent of its pro rata share or collateral based on square footage or some other

reasonable method of allocating cost, as determined by the City or other government agency. For the purpose of this agreement, "fully participate" means to sign any necessary documents, consent whether or not in writing, and otherwise cooperate in such an assessment process. The Power of Attorney, which is signed contemporaneously herewith, may be used to initiate and to form such an assessment process, for example an improvement district.

- 4. Owner agrees to install or to pay for the costs of installation, at Owner's sole expense, such fire hydrants as are then required by a governmental agency which then has jurisdiction. Owner shall make such payment(s) or cause such work to be performed within 45 days of the mailing of notice by such governmental agency.
- 5. The terms of this agreement, including the Power of Attorney, shall constitute covenant(s) running with the land as well as personal obligations of the owner, and the Owner's successors, heirs and assigns.
- 6. Owner agrees that in the event Owner, or Owner's successors, heirs or assigns fails to comply with each and every term hereof, any certificate(s) of occupancy, which allow the use or occupancy of the property may be revoked for failure of non-compliance or breach.
- 7. Owners agree to hold harmless and to indemnify the City and the Rural Fire District, and the officers, agents, and assigns thereof, from any damages or injuries which may arise, or be alleged to arise, from occupancy of the property.

GRAND JUNCTION RURAL FIRE PROTECTION DISTRICT

BY: *Mike Thompson*
Fire Chief

DATE: 2/13/92

OWNER:
Name:

Ronald Kniff
Address: 639 24 Road
Grand Junction Colo.

DATE: 2/12/92

CITY OF GRAND JUNCTION

BY: *Mark Cleben*

DATE: 2/13/92

Alfred Green
80505

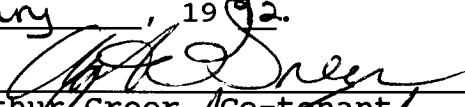
POWER OF ATTORNEY

We, Arthur Greer and Ronald Knill, tenants in common, owners of the real property situate in Mesa County, Colorado, and described as Lot 16 Johnston's Subdivision, Mesa County, Colorado, with a street address of 639-641 24 Road, Grand Junction, Colorado 81505, and an assessor tax parcel number of #2945-054-02-008, which property is not presently served by adequate fire protection facilities, especially water for fire flow, as consideration for permission to occupy such real property without being required to install such facilities prior to occupancy, do hereby designate and appoint the City Clerk of the City of Grand Junction as Attorney in Fact for the undersigned(s) to sign any petition for creation of any improvement district, by whatever name known, authorized by Colorado Statute or local ordinance, when eligible, whether for the described land alone or in conjunction with other lands. Such authority shall be a covenant running with the land, shall be binding upon successors in interest and shall not cease upon the death of either of us.

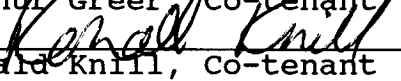
As a further covenant to run with the land, we and each of us agree that in the event a counter-petition to the formation of any such district is prepared any signature on such petition purporting to affect the land herein described may be ignored as of no force and effect by the City.

As a further covenant running with the land, it is understood that: the City, the County and any other governmental entity or agency shall have the right, along with suit for collection of monies owing, to cancel or revoke any permission to occupy any structure on the real property described herein for failure to pay charges and costs, plus penalties, when the same are due; that the costs incurred in forming such a district and paying for the work performed pursuant to said district, shall constitute a lien against the property enforceable by appropriate action.

IN WITNESS WHEREOF, we have hereunto set our hands and seal(s) this 12th day of February, 1992.



 Arthur Greer, Co-tenant



 Ronald Knill, Co-tenant

STATE of COLORADO)
)
) ss:
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this
12th day of February, 1992 by
ARTHUR E. GREER + RONALD J Knill

WITNESS my hand and official seal:

Kandis M. [Signature]
Notary Public
My Commission expires 10/11/98

