

## DONATION AGREEMENT

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 2019 is by and between Stagestop Owners Association (herein after referred to as “Donor”) with a principal office address of 493 Stagestop Road, SS D-5, Jefferson, CO 80456, and the Jefferson-Como Fire Protection District, a Colorado Special District (hereinafter referred to as the “District”) which maintains its office at P.O. Box 380, Como, Colorado 80432-0380, (together the “Parties”).

### RECITALS

WHEREAS, Donor, is the owner of the property described in Exhibit “A” attached hereto and incorporated herein by reference (hereinafter the “Property” in reference to the land); and

WHEREAS, the District provides fire protection services to the Donor and property owned or managed by Donor; and

WHEREAS, the Property is not otherwise in beneficial use and Donor wishes to donate the Property to the District; and

WHEREAS, the parties acknowledge that the Property is well-located for placement of fire protection facilities or equipment and such placement would enhance the ability of the District to provide fire protection services to Donor; and

WHEREAS, the parties desire to enter into this Agreement in order to establish their rights and responsibilities with respect to the Property.

NOW, THEREFORE, in consideration of the mutual promises of the parties as set forth herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **EXECUTION OF DEED:** Donor will execute a quit claim deed (“Deed”) for ownership and possession of the Property described in Exhibit “A” attached thereto and incorporated therein by reference. The Deed shall provide that the Property will revert to the Association in the event that the Property is abandoned by the District or not utilized in accordance with its intended use as specified in paragraph 2 below. This transfer of ownership shall be in the nature of a donation for the purpose of enhancing the ability of the District to provide fire protection services to Donor. This Agreement shall be attached to the quit claim deed and recorded as an exhibit to the same.

2. **USE:** The District, by and through its Board of Directors and Chief, agree that the Property shall be put to beneficial use in the furtherance of the District’s fire protection purpose. Specifically, the Property shall be utilized for placement of a cistern and station with living quarter. Placement of cistern will be dependent upon sufficient District funding. Placement of station with living quarter will be dependent upon sufficient District funding and staffing. If, in the discretion of the District, the Property is determined to be unsuitable for the

fire protection purpose of the District or the District ceases to utilize the Property in furtherance of the District's fire protection purpose, the District shall return ownership of the Property to Donor.

3. INDEMNIFICATION: For itself, Donor and its successors and assigns hereby agrees to indemnify and hold the District harmless from and against any and all actions, claims, demands, and expenses, including reasonable attorney's fees, in connection with any failure or inadequacy of the Property for fire protection purposes. Notwithstanding the foregoing, the District shall promptly repair, at its own expense, any damage to the Property or facilities thereon which is the direct result of its own negligence or the negligence of its employees or volunteers and which occurs in the course of District activities about or around the Property.

4. AUTHORITY: Each individual signing this Agreement in a representative capacity represents and warrants that he/she has full authority and authorization to sign on behalf of the entity for which he/she signs and to bind such entity to fulfill the responsibilities set forth herein.

5. REMEDIES: In addition to any other causes of action which maybe brought in connection with the interpretation or enforcement of this Agreement, this Agreement shall be enforceable by specific performance. In the event any party hereto finds it necessary to employ legal counsel or to being any proceeding or action at law or in equity against any other party or person to enforce any of the terms, covenants or conditions hereof, the party prevailing in such action or proceeding shall be entitled to collect in addition to any other damages or remedies, its reasonable attorney's fees and court costs.

6. AMENDMENT AND RECORDING: This Agreement shall be recorded and shall not be altered, modified or amended, in whole or in part, except by an instrument in writing, signed by all parties hereto and likewise recorded.

7. TERM: This Agreement shall run with the land and bind the successors and assigns of each of the parties hereto.

8. GOVERNING LAW: This Agreement shall be governed by the laws of the State of Colorado.

9. INSURANCE: The following insurance coverage is required to be maintained by the District following the execution of the Deed specified in paragraph 1 herein:

- a. The District shall carry a policy or policies containing general liability and casualty coverage, covering the land and any structure against loss or damage by fire or other perils, and such policy shall include Donor as an additional or co-insured. The District shall provide to Donor a certificate of insurance showing such coverage annually.

b. In the event of loss or damage by fire or other perils, which loss is covered by the policy referred to in (a) above, the District shall apply all such insurance proceeds actually received by the District to the reconstruction or repair of the land and any structure.

c. Within fifteen days of Execution of the Deed and renewal of each policy of insurance, the District shall provide to the Association proof that it has obtained the requisite insurance specified herein.

10. TAXES AND ASSESSMENTS: Pursuant to C.R.S. § 39-3-105, the Property shall become exempt from the levy and collection of property tax upon conveyance from Donor to the District. The District agrees that Membership in the Stagesop Owners Association is appurtenant to ownership of the Property, that annual dues are assessed to owners of lots, and further that failure to pay such annual dues shall result in the suspension of membership rights in the Association. Donor agrees to pay to District an annual fee for services provided on the Property equal to the annual assessments coming due for the Property. The District shall not be exempt from paying the annual assessment fee; however, no payment shall be due to Donor given the annual fee for services agreed to be paid by Donor to the District.

10. EFFECTIVE DATE: Notwithstanding the date of signing by any particular party hereto, this Agreement shall be effective when signed by all parties hereto.

11. SURVIVAL OF AGREEMENT: The terms of this Donation Agreement shall be enforceable and survive the Execution of Deed referenced herein.

WITNESS our hands and official seals on the date(s) set forth below.

DONOR:  
STAGESTOP OWNERS ASSOCIATION:

DISTRICT:  
JEFFERSON-COMO FIRE  
PROTECTION DISTRICT:

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

STATE OF COLORADO )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

