



REGIONAL FIRE & RESCUE DEPT.

7951 W. McCartney Road ~ Casa Grande, Arizona 85222-7417

Phone: (520) 723-4680 ~ Fax: (520) 723-4681

<http://departments.firehouse.com/dept/CoolidgeAZ>

Fire Protection Service Agreement

**Executed by and between Regional Fire & Rescue Department, Inc.,
and Kolinski, Inc.**

Pinal County Planning and Zoning Case # "Las Montanas 5B"

The purpose of this agreement is to foster cooperation and commitment between Regional Fire & Rescue Department and Kolinski, Inc. This collaboration is necessary to provide essential firefighting and related emergency services to a new and emerging community. Adequate funding to the fire department will result in equal financial support from builders and homeowners necessary to maintain these services on an ongoing basis. As a party to this agreement, you will share in the development and support of a viable fire department that is necessary to our community.

Following is an outline of responsibilities by both parties:

Regional Fire & Rescue Department, Inc., a non-profit, public charitable organization under IRS 509 (A) (2), will provide the following services to members who have signed a Fire Department Service Agreement (otherwise known as "subscription"):

Suppression of hostile fires, (structural, vehicle or wild land). This includes smoke or odor investigations, (smoke or carbon monoxide alarm activations), explosions, gas leaks, spills/release and any similar public safety hazards.

Emergency medical services will be provided by State Certified Firefighter/Paramedics and EMT's (not to include ambulance transportation).

Regional Fire & Rescue Department, Inc.
shall provide subscribing members with the following value-added services:

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|--|-------------------------------------|
| * Home and Vehicle Lockout Assistance | * Poisonous Desert Reptile Removal |
| * Fire & Safety Evaluations Upon Request | * Suspected Africanized Bee Removal |

Kolinski, Inc., agrees to abide by the following Articles provided below:

Article 1: Fire Hydrants will be installed in accordance with the International Fire Code requirements, to include minimum fire flows being provided for single-family residential structures, which is a minimum of 1000 GPM for the duration of 2 hours. A water plan will be forwarded for review by the fire department, to approve spacing and locations of fire hydrants, and plans shall reflect water line sizes within the development.

Article 2: The International Fire Code requirements regarding fire department access, addressing, streets (including blue pavement fire hydrant markers installed on roadways) and fire lanes, (where applicable, per the Fire Chief) shall be provided for.

Article 3: Builder will file within Conditions, Covenants & Requirements when deed is recorded in Pinal County (see example below). This statement will require each property owner to maintain a Fire Department Service Agreement (annually) for fire department services (option via the Homeowners Association under a master agreement for fire department services).

"Fire and Rescue Services. Each homeowner shall maintain a Fire Department Service Agreement offered at closing with the local fire department service provider. This requirement shall remain in place until or unless those emergency services become available through a municipality, or an established fire protection district."

Article 4: In accordance with the International Fire Code, prior to the introduction of combustible building materials on site, and in order to provide for fire protection services during the course of construction, the builder of each home shall obtain a Fire Department Service Agreement Enrollment Form to establish fire protection service for each structure to be built.

Article 5: The Fire Department Service Agreement shall be maintained by Builder until such time as the structure's ownership is turned over to the new homeowner upon recordation of the deed and C.C. & R.'s at closing. At that point the fire protection service shall automatically transfer to the new homeowner. Annual subscription fees may be pre-rated at escrow and returned to the Builder upon closing with the new homeowner.

Article 6: Fire Department services shall be maintained continuously from builder to new homeowner. The new homeowner shall complete the Fire Department Service Agreement Enrollment Form at escrow to facilitate the transfer upon recordation of the deed at closing.

As the authorized representative of KOLINSKI, INC., I, Bruce J. Kolinski, agree to the aforementioned Articles as set forth by the fire department, and explained in detail herein.

Executed this 2nd Day of February, of the year 2006 as indicated by our signatures below.

Bruce J. Kolinski
MANAGING PRINCIPAL

Steven W. Kerber
Steven W. Kerber, Fire Chief/Paramedic
Regional Fire & Rescue Department, Inc.