

AGREEMENT FOR THE EXTINGUISHMENT AND PREVENTION OF FIRES

This agreement entered into this the _____ day of _____, 20____ by and between the **Town of Kimball**, West Virginia, hereinafter referred to as Town, on behalf of the Kimball Volunteer Fire Department, and _____ owner of property located within six miles of the corporate limits and within the rural fire protection district plan for the Town or within the response area of fire department who consents to this agreement by signing this document, the parties agree as follows:

1. Town will provide, through the volunteer fire department, the same fire service protection as afforded and granted to property within its corporate limits.
2. This agreement will not operate to impose any greater obligation or liability upon the Town than that with respect to property within its corporate limits.
3. Property owner shall pay as consideration for said services an annual payment equivalent to the amount of the fire services fee imposed on property within the corporate limits which is \$_____ plus one hundred percent (100%) of the annual tax levied for current municipal purposes upon property within said Town of like assessed valuation to the property covered by this agreement.
4. This agreement, and nothing herein contained may be construed as requiring or permitting Town to install or maintain any special additional apparatus or equipment beyond that necessary for the protection of property within its corporate limits including but not limited to fire hydrants.
5. The annual payments due under this agreement are payable on or before the first (1st) day of October of each calendar year in which this agreement remains in effect or upon the due date of the first installment of ad valorem taxes. If any annual payment is in default for a period of more than thirty (30) days, it shall bear interest at the same rate as that provided for delinquent property taxes and shall be a lien upon the property covered by this agreement if a notice of such lien is recorded in the proper Deed of Trust book in the Office of the Clerk of the County Commission of McDowell County. Such lien is void at the expiration of two (2) years after such defaulted annual payment becomes due, unless within such two (2) year period a civil action seeking equitable relief to enforce the lien is instituted by the Town.
6. Town may by civil action collect any annual payment and the interest thereon at any time within five (5) years after such payment became due; and upon default in any annual payment, the Town may cancel this agreement.
7. This agreement shall inure to the benefit of and be binding upon the successors in title of the person making this agreement; and such person, upon conveying the property subject to this agreement will no longer be liable under this agreement, except as to annual payments which were due prior to the conveyance, and which remain unpaid.
8. Property owner may cancel this agreement with respect to the property covered by giving a thirty (30) day written notice to the Town, if the owner is not in default with respect to any annual payment due hereunder, except that if such notice is given subsequent to July first (1st) of any calendar year, the next succeeding annual payment shall be made by the property owner as soon as that amount thereof is ascertainable.
9. Upon cancellation as aforesaid, the Town shall deliver to the property owner a recordable release discharging such owner and such property from any further lien or obligation with respect to the annual payments.
10. The annual payments due hereunder shall be made to the Clerk of the Town who may receive notice of cancellation and execute upon behalf of the Town the release hereinbefore provided for.

The property covered by this agreement is particularly described as follows: _____

LOT NO: ----- LOCATION: _____ DESCRIPTION: _____

TYPE OF BUILDNG (House, Garage, etc.): _____ Executed this ___ day of _____ 20__

ATTEST: _____ Town of Kimball BY: _____
Authorized Signature

Attest: _____ KIMBALL FIRE DEPARTMENT
Property owner

ANNUAL FEE _____ BY: _____