

FIRE PROTECTION AGREEMENT

This FIRE PROTECTION AGREEMENT (this "Agreement") is made this 19 day of JULY, 2021 (the "Effective Date"), between the JOSEPHINE FIRE DEPARTMENT (the "Department") and LGI HOMES – TEXAS, LLC ("LGI").

RECITALS

WHEREAS, the Department currently provides fire suppression and emergency medical services ("Services") to persons and properties located within the Department's boundaries;

WHEREAS, LGI is under contract to purchase that certain tract of land within the Department's boundaries, depicted on Exhibit "A", attached hereto, upon which LGI intends to develop approximately 1,100 homes (the "Development"); and

WHEREAS, LGI desires to obtain for the Development the Services from the Department;
and

WHEREAS, the Department is authorized to contract for and is willing to provide the Development the requested Services in accordance with the terms and conditions specified in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the following covenants and conditions the Department and LGI agree as follows:

1. The Department agrees to provide the Services to the Development in accordance with the standard of practice ordinarily exercised by entities that render the type of services to be provided hereunder at the time and within the locality where the Services are to be performed. The Department agrees that during the term of this Agreement, it shall maintain the required licensing and/or permitting and provide the Services with the necessary equipment and trained personnel. The equipment and personnel provided by the Department for any Services shall be at the sole discretion of the Department, its agents, or employees.

2. In return for the Services provided by the Department, LGI agrees to pay the Department \$1,000.00 per single family home (the "Fire Fee") due and payable upon the issuance of the building permit for each home. Notwithstanding the foregoing, LGI agrees to pay the Department in advance the sum of TWO HUNDRED THOUSAND AND NO/100 (\$200,000.00) prior to the commencement of home construction to cover the Fire Fee for the first 200 homes in the Development.

3. LGI agrees that each homeowner will pay \$25.00 per month on their water bill for the Services (the "Services Fee"). LGI agrees that it shall pay over to the Department on a monthly basis the Services Fees paid by the homeowners, along with details of the accounts collected for each respective month. The parties agree that the Services Fee may be adjusted every three years by an

amount not to exceed the change in the Consumer Price Index over such previous three year period.

4. Notices required by this Agreement and payments due shall be mailed to:

To the Department:

Josephine Fire Department

Attention: _____

P.O. Box 212

Josephine, Texas 75164

To LGI:

LGI Homes-Texas LLC

Attention: Patrick Vedra

1450 Lake Robbins Drive, Suite 430

The Woodlands, Texas 77380

5. The term of this Agreement shall be for fifteen (15) years from the Effective Date of this Agreement and shall thereafter renew for one (1) year terms.

6. Should it be necessary for either party to institute legal proceedings to enforce the terms of this Agreement, the prevailing party shall recover, in addition to any damages proved, attorney's fees, cost and other expenses of the litigation.

7. This Agreement is not assignable by either party except that LGI may assign this Agreement and all of LGI's obligations hereunder to East Collin County Municipal Utility District No. 1, a political subdivision of the State of Texas ("MUD 1"), when MUD 1 holds its organizational meeting of the Board of Directors. Evidence of such assignment will be provided to the Department.

8. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Texas. Venue shall be in Collin County, Texas.

MISCELLANEOUS

1. This Agreement shall be for the benefit of and be binding upon the parties hereto, including LGI's permitted assign.

2. This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings, and agreements. Any amendments to or waivers of the provisions herein shall be made by the parties in writing. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.

3. If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining portions

hereto.

4. The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arm's length and that this Agreement and all documents executed in connection herewith were prepared and executed without undue influence exerted by any party or on any party.


5. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by Email delivery of a ".pdf" format file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

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IN WITNESS WHEREOF, the parties have caused their signatures to be affixed hereto as of the Effective Date.

“DEPARTMENT”

JOSEPHINE FIRE DEPARTMENT

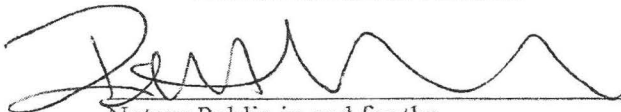
By: 
Name: DAN TRIPP
Title: CHIEF

STATE OF TEXAS §

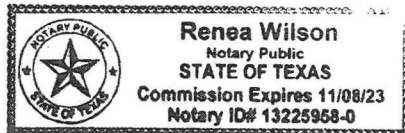
COUNTIES OF COLLIN AND HUNT §

This instrument was acknowledged before me on August 20, 2021, by Dan Tripp, Chief of Josephine Fire Department, a _____, on behalf of said _____.

(SEAL)



Notary Public in and for the
State of Texas



"LGI"

LGI HOMES-TEXAS, LLC

By: 

Name: PATRICK A. VEDRA

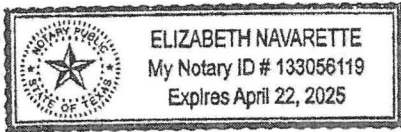
Title: AUTHORIZED SIGNATORY


THE STATE OF TEXAS §

COUNTY OF COLLIN §

This instrument was acknowledged before me on JULY 19, 2021, by PATRICK VEDRA, AUTHORIZED SIGNATORY of LGI Homes-Texas, LLC, a Texas limited liability company, on behalf of said limited liability company.

(SEAL)




Notary Public in and for the
State of Texas