

NOTICE OF ELECTION

TO THE DULY QUALIFIED RESIDENT VOTERS OF LONE OAK VALLEY MUNICIPAL UTILITY DISTRICT NO. 1 OF COOKE COUNTY:

Notice is hereby given that a Fire Protection Plan Election will be held for Lone Oak Valley Municipal Utility District No. 1 of Cooke County on Saturday, May 3, 2025, between 7:00 a.m. and 7:00 p.m. at _____ . Early voting by personal appearance and by mail shall be conducted at _____ is hereby appointed as the Early Voting Clerk. The Early Voting Clerk shall keep said place open for early voting from 5:00 p.m. to 9:00 p.m. beginning on April 22, 2025 through April 29, 2025.

Spanish assistance to voters will be available from the Early Voting Clerk or from Cooke County upon request by the voter. The Board of Directors of the District has appointed Coats Rose, P.C. as the District's agent for the election. The offices of the District's agent are located at 16000 North Dallas Parkway, Suite 350, Dallas, Texas 75248, and are open from 8:30 a.m. to 5:00 p.m. each weekday.

The following proposition shall be voted on:

PROPOSITION

FOR

THE FIRE PROTECTION PLAN AND CONTRACT TO PROVIDE FIRE-FIGHTING SERVICES FOR THE DISTRICT

AGAINST

Each voter shall vote on the proposition by placing an "X" in the square beside the statement indicating the way he wishes to vote.

FILED FOR RECORD
2025 FEB 28 PM 3:30
PAM HARRISON
COUNTY CLERK, COOKE CO. TX
BY: *PH* DEPUTY

THIS NOTICE MUST REMAIN CONTINUOUSLY POSTED UNTIL 7:00 P.M. ON MAY 3, 2025

AVISO DE ELECCIÓN

PARA LOS VOTANTES DEBIDAMENTE HABILITADOS, RESIDENTES DEL DISTRITO DE SERVICIOS PÚBLICOS MUNICIPALES DE LONE OAK VALLEY NO. 1 DEL CONDADO DE COOKE:

Se notifica por el presente que se celebrará una Elección de Plan de Protección Contra Incendios para el Distrito de Servicios Públicos Municipales de Lone Oak Valley No. 1 del Condado de Cooke el sábado 3 de mayo de 2025 en el horario de 7:00 a.m. a 7:00 p.m. en: _____ . La votación anticipada en persona y por correo postal se llevará a cabo en _____ y por el presente, se designa a _____ como Oficial de la Votación Anticipada. El oficial de votación anticipada mantendrá abierto dicho lugar para la votación anticipada desde las 5 p.m. hasta las 9 p.m. del 22 de abril de 2025 hasta el 29 de abril de 2025.

Habrà asistencia en español disponible para los votantes. El votante deberà solicitarla al Oficial de Votación Anticipada o al Condado de Cooke. La Junta Directiva del Distrito designó a Coats Rose, P.C., como agente del Distrito para la elección. Las oficinas del agente del Distrito están ubicadas en 16000 North Dallas Parkway, Suite 350, Dallas, Texas 75248, y están abiertas los días hábiles de 8:30 a.m. a 5:00 p.m.

Se votará por la siguiente proposición:

PROPOSICIÓN

A FAVOR

EL PLAN DE PROTECCIÓN CONTRA
INCENDIOS Y EL CONTRATO PARA
PRESTAR SERVICIOS DE EXTINCIÓN DE
INCENDIOS PARA EL DISTRITO

EN CONTRA

Cada votante votará por la proposición colocando una "X" en la casilla ubicada junto a la declaración que indique la forma en la que desea votar.

**ESTE AVISO DEBE PERMANECER COLOCADO CONTINUAMENTE HASTA LAS 7:00 P.M. DEL 3
DE MAYO DE 2025**

CERTIFICATE FOR ORDER

THE STATE OF TEXAS §
COUNTY OF COOKE §
LONE OAK VALLEY MUNICIPAL UTILITY DISTRICT NO. 1 OF COOKE COUNTY §

We, the undersigned officers of the Board of Directors (the "Board") of Lone Oak Valley Municipal Utility District No. 1 of Cooke County (the "District"), hereby certify as follows:

1. The Board convened in special session, open to the public, on the 14th day of February, 2025, at a designated meeting place outside the District, and the roll was called of the members of the Board, to-wit:

Colby Walding	President
David Gruenwald	Vice President
Richard Johnson	Secretary
Bradley Glen Shelton	Assistant Secretary
Stephen Michael Coffey	Assistant Secretary

All members of the Board were present except: Director Coffey & Walding thus constituting a quorum. Whereupon, among other business, the following was transacted at such meeting:

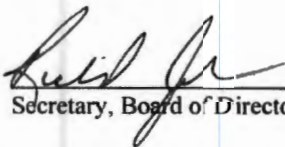
ORDER CALLING FIRE PROTECTION PLAN ELECTION

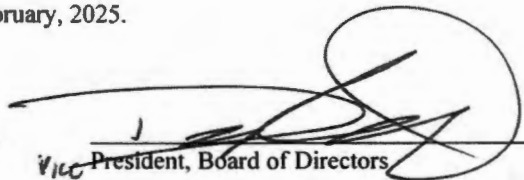
was duly introduced for the consideration of the Board. It was then duly moved and seconded that such Order be adopted; and, after due discussion, such motion, carrying with it the adoption of said Order, prevailed and carried by the following vote:

AYES: All Present NOES: None

2. A true, full, and correct copy of the aforesaid Order adopted at the meeting described in the above and foregoing paragraph is attached to and follows this Certificate; such Order has been duly recorded in said Board's minutes of such meeting; the above and foregoing paragraph is a true, full, and correct excerpt from the Board's minutes of such meeting pertaining to the adoption of such Order; the persons named in the above and foregoing paragraph are the duly chosen, qualified, and acting officers and members of the Board as indicated therein; each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance of the time, place, and purpose of such meeting and that such Order would be introduced and considered for adoption at such meeting and each of such officers and members consented, in advance, to the holding of such meeting for such purpose; such meeting was open to the public, as required by law, and public notice of the time, place and purpose of such meeting was given as required by V.T.C.A. Government Code, Chapter 551, as amended.


SIGNED AND SEALED the 14th day of February, 2025.


Secretary, Board of Directors


Vice President, Board of Directors

(DISTRICT SEAL)



FILED FOR RECORD
26 FEB 28 PM 3: 30
PAM HARRISON
COUNTY CLERK, COOKE CO. TX
BY:  DEPUTY

ORDER CALLING FIRE PROTECTION PLAN ELECTION

THE STATE OF TEXAS §

COUNTY OF COOKE §

LONE OAK VALLEY MUNICIPAL UTILITY DISTRICT NO. 1 OF COOKE COUNTY §

WHEREAS, Lone Oak Valley Municipal Utility District No. 1 of Cooke County (the "District") was organized, created and established by order of the Texas Commission on Environmental Quality ("TCEQ"), said order issued December 11, 2023, as a conservation and reclamation district created under and essential to accomplish the purposes of Section 52, Article III, and Section 59, Article XVI, of the Texas Constitution and operating pursuant to Chapters 49 and 54 of the Texas Water Code; and

WHEREAS, pursuant to Section 49.351, Texas Water Code, the District has the authority to contract with any other person to perform fire-fighting services within the District and may charge a mandatory fee, subject to prior approval by the Texas Commission on Environmental Quality (the "Commission") and approval by the voters in the District; and

WHEREAS, the District entered into an Fire Protection Agreement with the Valley View Volunteer Fire Department, for the provision of fire protection services within the District on November 8, 2024, a copy of which is attached as Exhibit "A"; and

WHEREAS, on November 6, 2024, the Board of Directors of the District (the "Board") adopted a Resolution Authorizing Submission of a fire plan (the "Plan") to the Commission. The Commission has not yet issued an order approving the Plan for the District as of the date of this Order; and

WHEREAS, a copy of the Plan is on file and available for public inspection at the District's office, c/o Coats Rose, P.C., 16000 North Dallas Parkway, Suite 350, Dallas, Texas 75248; and

WHEREAS, Section 49.351(i), Texas Water Code, requires that the District submit to the electors of the District the proposition of whether the Plan should be implemented by the District; and

WHEREAS, the Board of said District finds and determines that all requisites to the ordering of an election on the proposition of the implementation of the Plan therefore have been met, and the Board is of the opinion that such election should be called for the purpose of submitting to the duly qualified resident electors of the District the proposition of a Plan, including a mandatory fee, as more particularly set out below; and

WHEREAS, the Board wishes to proceed with the ordering of said election.

IT IS, THEREFORE, ORDERED BY THE BOARD OF DIRECTORS OF LONE OAK VALLEY MUNICIPAL UTILITY DISTRICT NO. 1 OF COOKE COUNTY, THAT:

Section 1: The matters and facts set out in the preamble of this Order are hereby found to and declared to be true and complete.

Section 2: An election shall be held within the District on May 3, 2025, between the hours of 7:00 a.m. and 7:00 p.m. (unless authorized to close earlier pursuant to Section 41.033, Texas Election Code, as amended) at _____, which the Board of Directors of the District, after duly considering the requirements of Section 43.004 of the Texas Election Code, finds to be a proper place for conducting said election, at which the following proposition shall be submitted to the duly qualified resident electors of the District for their action thereon:

PROPOSITION

SHALL THE BOARD OF DIRECTORS OF LONE OAK VALLEY MUNICIPAL UTILITY DISTRICT NO. 1 OF COOKE COUNTY (THE "DISTRICT") BE AUTHORIZED TO IMPLEMENT A FIRE PROTECTION PLAN PURSUANT TO AN FIRE PROTECTION AGREEMENT BETWEEN THE DISTRICT AND THE VALLEY VIEW VOLUNTEER FIRE DEPARTMENT; AND SHALL THE DISTRICT BE AUTHORIZED TO ASSESS, LEVY AND COLLECT MANDATORY CHARGES FOR THE PURPOSE OF PROVIDING SUCH FIRE-FIGHTING SERVICES IN ACCORDANCE WITH THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS?

Section 3: Voting in said election shall be by the use of an electronic voting system or paper ballots which shall offer both English and Spanish ballots and which shall conform to the requirements of the Texas Election Code. The following proposition shall be submitted to the resident electors of the District at the May 3, 2025 election:

OFFICIAL BALLOT

Instruction Note: Place an "X" in the square beside the statement indicating the way you wish to vote

FOR

THE FIRE PROTECTION PLAN AND CONTRACT TO PROVIDE FIRE-FIGHTING SERVICES FOR THE DISTRICT

□ AGAINST

Section 4: The boundaries of the District are hereby established as and shall constitute one election precinct and the following is hereby appointed an officer of said election:

Presiding Judge: _____

The Presiding Judge may appoint two (2) clerks to assist in the conduct of the election and may appoint such additional clerks as he deems necessary for the proper conduct of the election, not to exceed the maximum number of three (3). Early voting in the election by personal appearance shall begin on April 22, 2025 and shall continue through April 29, 2025. The clerk for early voting shall be _____ and the place at which such early voting shall be conducted is _____, within the boundaries of the District.

The early voting clerk's mailing address to which ballot applications and ballots to be voted by mail may be sent is the same as above. The Board hereby finds that there are fewer than 1,000 registered voters residing within the District, and accordingly the said early voting clerk shall keep said early voting polling place open for early voting by personal appearance from 5:00 p.m. to 9:00 p.m., on each day for early voting which is not a Saturday, a Sunday or an official State holiday. Early voting ballots shall be provided to the presiding judge on election day, and the presiding judge and any clerks shall serve as the early voting ballot board and tally the early ballots.

Section 5: The election shall be held and conducted and returns made to this Board of Directors in accordance with the Texas Election Code as modified by Chapter 49, Texas Water Code.

Section 6: The Board of Directors of the District hereby appoints Coats Rose, P.C., as the District agent for the election.

Section 7: All qualified resident electors of the District shall be entitled to vote in the election.

Section 8: The President and the Secretary of the Board or the District's agent is hereby directed to cause notice of this election to be posted (i) on election day and during early voting by personal appearance in a prominent location at each polling place, (ii) in three public places in the boundaries of the political subdivision at least 21 days before the election, (iii) during the 21 days before the election shall be posted on the political subdivision's website, if the District maintains an internet website, and (iv) at such other places as notice of the meetings of the Board of Directors of the District are required to be posted.

Section 9: If applicable, the rate of pay for judges and clerks of the election shall be determined by the Board of Directors of the District, in compliance with the Texas Election Code.

Section 10: The President or Vice President and Secretary or Assistant Secretary are authorized and directed to take any action necessary to carry out the provisions of this order.

[EXECUTION PAGE FOLLOWS]

Adopted this 14th day of February, 2025.

[Signature]

Vice President, Board of Directors

ATTEST:

[Signature]

Secretary, Board of Directors

(SEAL)



EXHIBIT "A"

FIRE PROTECTION AGREEMENT

This Fire Protection Agreement (the "Agreement") is entered into on this 8 day of November, 2024, by and between the Valley View Volunteer Fire Department (the "Department") and Lone Oak Valley Municipal Utility District No. 1 of Cooke County, Texas (the "District").

RECITALS

WHEREAS, the District is a conservation and reclamation district and political subdivision of the State of Texas, operating under the provisions of Article XVI, Section 59 and Article III, Section 52 of the Texas Constitution, and Chapters 49 and 54 of the Texas Water Code, as amended; and

WHEREAS, the District is seeking to secure fire protection services for the benefit of future residents and property owners within the District's boundaries, as described in the attached Exhibit "A"; and

WHEREAS, the Department is willing to provide fire protection services to the land located within the boundaries of the District under the terms provided herein; and

WHEREAS, pursuant to Section 49.351, Texas Water Code, the District may contract with an entity for the performance of all fire-fighting services within the District; and

WHEREAS, Section 49.212, Texas Water Code, authorizes the District to adopt and enforce all necessary charges or mandatory fees for providing or making available any district facility or service (including fire-fighting services); and

WHEREAS, the Board of Directors of the District has determined that it is in the best interest of the District to enter into an agreement with the Department relative to providing fire-fighting services to the District; and

WHEREAS, the District and the Department now wish to establish a formal agreement for the provision of fire-fighting services to the District.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the District and the Department hereby covenant and agree as follows:

Section 1. Purpose. The purpose of this Agreement is to contract with the Department to provide fire protection services to the residents and property in the District in return for payment of fire protection fees, in accordance with this Agreement.

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Section 2. Definitions. In this Agreement:

"Department" means the Valley View Volunteer Fire Department.

"District" means Lone Oak Valley Municipal Utility District No. 1 of Cooke County, Texas.

"Effective Date" means the date on which this Agreement becomes effective as provided in Section 3(b).

"Fire Protection Services" means all fire suppression and emergency medical/first responder and rescue services regularly provided by the Valley View Volunteer Fire Department to persons and property located within the District, except for fire inspections of buildings and properties, code enforcement services, and arson investigations. However, it is acknowledged that as of the date of this Agreement, the (i) Department does not operate any ambulance or medical transport facilities, and (ii) the Department is staffed solely with volunteers.

"Parties" means the District and the Department.

"TCEQ" means the Texas Commission on Environmental Quality.

Section 3. Effective Date.

(a) The Parties recognize that before this Agreement becomes effective, the District must develop a fire plan, including a plan for emergency medical services, in accordance with Section 49.351, Texas Water Code, and the rules of the TCEQ (the "Plan"), submit the Plan to the TCEQ for its approval, obtain TCEQ approval, and the District call an election and obtain voter approval of the Plan and this Agreement. The District will use its best efforts to cause this Agreement and the Plan to be submitted to the TCEQ for approval and obtain voter approval of the Plan in accordance with the terms of this Agreement.

(b) This Agreement will take effect on the first day of the month following the adoption of an order by the District canvassing the results of the election approving the Plan and this Agreement.

Section 4. Fire Protection Services.

(a) The Department has an existing fire station. The Department will operate and respond with sufficient personnel for a volunteer fire department twenty-four (24) hours per day, seven (7) days per week during the term of this Agreement. The Department owns and operates necessary equipment for the operation of its fire station, trucks and fire department. In providing Fire Protection Services to residents and property located in the District, the Department shall be solely responsible for the operation and maintenance of the Department fire station and equipment.

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(b) The Parties acknowledge that in providing Fire Protection Services to the residents and property in the District, the Department will use the fire hydrants, connections, and water distribution system located within the District ("Water Distribution System"), but the Department shall not be responsible for providing for, constructing, inspecting, maintaining, or repairing any part of the Water Distribution System, and the Department shall not be liable to the District or any District occupant, resident, or property owner for any deficiency or malfunction of the Water Distribution System or the Department's use of the Water Distribution System.

(c) During the term of this Agreement, the Department will provide Fire Protection and First Responder Emergency Medical Services, in conjunction with the EMS Licensed Provider, Cooke County EMS, to persons, buildings, and property located within the District, including, any land that is added to the District via annexation, upon notification to the Department of final District action annexing any land ("annexation area"). The Department will provide Fire Protection Services to residents and property in the District in the same manner and with the same standard of care as it would to those residences and structures located in other areas of Department coverage.

(d) The Parties acknowledge that the Department must also respond to requests for Fire Protection Services in other areas outside the District and that the Department has contracts to provide Fire Protection Services to other entities. In providing Fire Protection Services to the District, the Department will follow its adopted standard operating procedures, subject to its sole discretion, without being in breach of this Agreement and without liability to the District or its occupants, residents, or property owners to determine: (1) whether Fire Protection Services are needed in a particular case; (2) whether and when personnel or equipment are available to respond to a request for Fire Protection Services; (3) the order in which to respond to requests for Fire Protection Services; and (4) the time in which to respond to a request for Fire Protection Services.

(e) The District assumes no responsibility for the reliability, promptness, or response time of the Department. The District's sole obligation for provision of Fire Protection Services to its residents is to make payments as described below. By entering into this Agreement, neither of the Parties waive, nor shall be deemed to waive, any right, immunity, or defense the Parties may have under applicable law.

Section 5. Personnel. The Department shall provide all required personnel (volunteers and future employees) who meet, at least, minimum qualifications to perform the Fire Protection Services required by this Agreement. The District assumes no responsibility for the actions of the Department's personnel in performing their fire protection duties. The District will make no recommendations and is in no way responsible for the selection, sufficiency or qualifications of the Department's personnel. The Department assumes no responsibility for the actions of the District's personnel in performing its duties.

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Section 6. Payment for Fire Protection Services.

(a) **Monthly Payments.** In consideration of the Department providing Fire Protection Services, the District agrees to make monthly payments to the Department as follows:

(1) **Residential Properties.** The District shall pay to the Department a Monthly Charge for each single-family residential unit in the District that is connected to and receiving service from the District's water supply system on or before the twentieth (20th) day of the immediately preceding month. A residential unit shall mean any building or part of a building designed for permanent occupancy by one family.

(2) **Non-residential Properties.**

a. The District will also pay the Department a Monthly Charge (hereinafter defined) for each 50,000 square feet or part thereof of building floor area for "warehouse" or "storage" property located in the District that is connected to and receiving service from the District's water distribution system on or before the twentieth (20th) day of the immediately preceding month. "Warehouse" and "storage" mean any building or structure that is not residential property where materials, goods, or other similar items may be stored. The square footage used to determine the charge is based on the records of the Cooke County Appraisal District. However, the monthly charge provided in this paragraph for warehouse or storage does not apply to, and the District is not obligated to, collect or pay the monthly fee for warehouse or storage property owned by the District. Any warehouse or storage buildings or structures must include full sprinkler systems deemed acceptable by the Cooke County Emergency Management Coordinator/Fire Marshal, or designee. The parties agree that any "warehouse" or "storage" property located in the District's water distribution system shall, at a minimum, be constructed to the 2024 International Fire Code promulgated by the International Code Council. The parties may agree in the future to update this requirement to any subsequent International Fire Code that may be later issued by the International Code Council. If Cooke County subsequently adopts a fire code, that fire code will prevail.

b. The District will also pay the Department a Monthly Charge (hereinafter defined) for each 4,500 square feet or part thereof of building floor area for every "improved non-residential property" located in the District that is connected to and receiving service from

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the District's water distribution system on or before the twentieth (20th) day of the immediately preceding month. "Improved non-residential property" means any improved real property, whether or not such property is tax-exempt, on which there is located a building or structure that is not residential property. The square footage used to determine the charge is based on the records of the Cooke County Appraisal District. However, the monthly charge provided in this paragraph for improved non-residential property does not apply to, and the District is not obligated to, collect or pay the monthly fee for improved non-residential property owned by the District.

(3) The District and the Department each acknowledges that the above are mandatory monthly fees imposed on District customers pursuant to the Fire Plan voted on by the registered voters of the District.

(4) The payments hereunder shall be mailed or delivered to the Department at:

Valley View Volunteer Fire Department
100 South Pecan Creek Trail (Physical Address)
P.O. Box 333 (Mailing Address)
Valley View, Texas 76272

(b) Initial Monthly Charge. The initial Monthly Charge provided for in Sections 6(a)(1) and 6(a)(2) is \$15.00 (the "Monthly Charge"). The first payment shall be due on the first day of the month following approval of the Fire Plan by the District voters. The Monthly Charge shall continue thereafter through the Initial Term (hereinafter defined). The Monthly Charge shall increase annually on January 1 of each year during the term of this Agreement in accordance with the CPI adjustment procedures established in Section 6(c) or as otherwise agreed between the Parties.

(c) Subsequent Charges. Beginning with January 1st following the first annual anniversary of the Effective Date, the Monthly Charge will be adjusted by 100% of the increase, if any, between the most recently published CPI and the CPI published for the preceding calendar year, said increase not to exceed a four percent (4%) increase from the previous year's Monthly Charge. "CPI" as used herein shall mean the revised Consumer Price Index for Dallas-Fort Worth-Arlington area Consumers (CPI-U), all items, published by the United States Department of Labor, Bureau of Labor Statistics 1982-1984. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the CPI, the parties agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may then be available so as to carry out the intent of this provision.

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(d) **Additional Services.** The monthly charges specified in this Section 6 are based upon the Fire Protection Services being provided by volunteers. In the future, the Department expects that the Fire Protection Services will be provided by paid employees. At such time as the Department begins providing the Fire Protection Services with paid employees, the Parties agree to negotiate in good faith an increase in the monthly charges sufficient to cover Department employee salaries and benefits. Any increase in the monthly charges under the Agreement related to Department employee salaries and benefits pursuant to this Section (6)(d) must be based solely upon the District's pro-rata share of its acreage within the Department's total area of service.

(e) **Monthly Charge Due Date.** The Monthly Charge required herein shall be paid by the District within sixty (60) days after the first of each month. All monthly payments shall be paid by the District to the Department without notice or demand at the offices of the Department, unless the District is notified otherwise. All or part of any monthly payment paid by the District after the sixtieth day is delinquent and shall include an additional monetary penalty equal to twelve percent (12%) of the delinquent amount as allowed by the Texas Local Government Code.

(f) **Additional Fees.** Within fifteen (15) days of the approval of this Agreement and plan by the TCEQ, the District agrees to deposit a one-time, lump sum payment of \$25,000 with the Department. Within thirty (30) days after the date of the issuance of a certificate of occupancy for the first model home within the District, the District agrees to deposit \$275,000 with the Department.

Section 7. Covenant Regarding Monthly Charge. The District shall impose the requisite mandatory Monthly Charge on District customers throughout the term of this Agreement, either through property or other taxes or assessments applicable to all owners of real property in the District.

Section 8. Term. Once effective, the Agreement will continue in effect for 15 years (the "Initial Term") and shall be automatically renewed thereafter for successive two (2) year terms.

Section 9. Termination and Default. In the event the Fire Plan is not approved by the TCEQ and voters located within the District by December 31, 2026, then either the Department or the District shall have the right to terminate this Agreement at any time up to the Effective Date. Following the Effective Date, either Party may terminate this Agreement by giving the other Party written notice of termination at least three (3) months prior to the termination date. Either Party may declare a default hereunder if either Party fails, refuses, or neglects to comply with any of the terms of this Agreement. If a Party declares a default of this Agreement, this Agreement shall terminate after notice and opportunity to cure as provided for herein. The Party declaring a default shall notify the other Party of any default in writing in the manner prescribed herein. The notice shall specify the basis for the declaration of default, and the Party shall have thirty (30) days from the receipt of such notice to cure any default (except when curing the default

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requires activity over a period of time in excess of thirty (30) days, performance shall commence within thirty (30) days after the receipt of notice, and such performance shall be diligently continued until the default is cured).

Section 10. Notice. All notices shall be in writing and given by (1) email with receipt determined by the date sent, or (2) certified mail with return receipt requested, with receipt determined by the date of the signed receipt. Notice given in any other manner shall be effective only if and when received by the Party to be notified. For the purpose of notice, the addresses of the Parties shall, unless changed as hereinafter provided, be as shown as follows:

If to District: Lone Oak Valley Municipal Utility District No. 1 of Cooke County
c/o Coats | Rose, P.C.
Attention: Mindy L. Koehne
16000 North Dallas Parkway, Suite 350
Dallas, Texas 75248
Email: mkoehne@coatsrose.com

If to Department: Valley View Volunteer Fire Department
100 South Pecan Creek Trail (Physical Address)
P.O. Box 333 (Mailing Address)
Valley View, Texas 76272
Attention: Cara King
Email: rvfd170@gmail.com

With a copy to: Ken Campbell
Burns Anderson Jury & Brenner, LLP
P. O. Box 26300
Austin, Texas 78755-6300
Email: kcampbell@bajb.com

The Parties shall have the right to change their respective addresses and each shall have the right to specify their respective new addresses by at least fifteen (15) days written notice to the other party.

Section 11. No Additional Waiver Implied. No waiver or waivers of any breach or default or any breaches or defaults by either Party hereto of any term, covenant, condition, or liability hereunder, or of performance by the other Party of any duty or obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under any circumstances.

Section 12. Modification. This Agreement shall be subject to change or modification only with the written mutual consent of the Parties hereto.

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Section 13. Severability. The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section or other part of this contract or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section or other part of this contract to other persons or circumstances shall not be affected thereby.

Section 14. Assignment. The rights and obligations of the Parties hereunder may not be assigned without the prior written consent of the other Party hereto.

Section 15. Liability. The Department shall not be liable to the District or any other person for its decisions in the manner or method of providing for Fire Protection Services under this Agreement. This Agreement is not intended to waive or alter any defense or immunity the Department has under State law for claims arising from the performance of this Agreement, including the failure to provide or the method of providing fire protection services under this Agreement.

Section 16. Entire Agreement. Upon execution of this Agreement by both of the Parties, this Agreement shall constitute the entire agreement between the Parties for the provision of Fire Protection Services.

Section 17. Certifications. The Department certifies:

(a) Pursuant to Texas Government Code Chapter 2271, as amended, the Department verifies that at the time of execution and delivery of this Agreement and for the term of this Agreement, neither the Department, its parent companies, nor its common-control affiliates currently boycott or will boycott Israel. The term "boycott Israel" as used in this paragraph has the meaning assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended; and

(b) Pursuant to Texas Government Code, Chapter 2252, as amended, the Department represents and verifies that at the time of execution and delivery of this Agreement and for the term of this Agreement, neither the Department, its parent companies, nor its common-control affiliates (i) engage in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.

(c) Pursuant to Chapter 2276 of the Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session, and redesignated by House Bill 4595, 88th Texas Legislature, Regular Session), the Department certifies that it is not a Company that boycotts energy companies and agrees it will not boycott energy companies during the term of this Agreement. The terms "boycotts energy companies" and "boycott energy companies" have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government

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Code. For purposes of this paragraph, "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit, but does not include a sole proprietorship.

(d) Pursuant to Chapter 2274 of the Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, "SB 19"), the Department certifies that it is not a Company that has a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and agrees it will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The terms "discriminates against a firearm entity or firearm trade association" and "discriminate against a firearm entity or firearm trade association" have the meaning assigned to the term "discriminate against a firearm entity or firearm trade association" in Section 2274.001(3), Texas Government Code (as added by SB 19). For purposes of this paragraph, "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit, but does not mean a sole proprietorship.

[EXECUTION PAGES FOLLOW]

4875-4352-9943.v2-FINAL

IN WITNESS WHEREOF, the Department and the District have executed this Fire Protection Agreement in multiple counterparts as of the date and year first listed above, to be effective on the Effective Date as specified in this Agreement.

**LONE OAK VALLEY MUNICIPAL UTILITY
DISTRICT NO. 1 OF COOKE COUNTY**

By: *G. K. Wells*

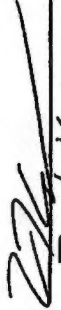
Name: COLBY WELLS

Title: PRESIDENT

Date: 11/6/24

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**VALLEY VIEW VOLUNTEER
FIRE DEPARTMENT**

By: 
Name: Zack Kupper
Title: Chief
Date: 11/8/24

4875-4352-9943.12-FINAL

EXHIBIT "A"
(Legal Description and Map of Property)

Lone Oak Valley MUD No.1

BEING a tract of land situated in the John Adda Survey, Abstract No. 1177, and the Edward Bradley Survey, Abstract No. 34, Cooke County, Texas, and being a portion of a called 623.97-acre tract of land, described in a deed to Lone Oak Valley, LLC and Valley View 624, LLC, as recorded in Volume 2518, Page 612, of the Official Public Records of Cooke County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod found for the southwest corner of said 623.97-acre tract, common to the southeast corner of a 180.20-acre tract of land, described in a deed to Cooke County Land Investments, LLC, as recorded in Volume 2445, Page 221, said Official Public Records, same being on the north line of a 41.39-acre tract of land, described in a deed to FOXPRIME Management Services, LLC, as recorded in Instrument No. 2021-214580, Official Records of Denton County, Texas, same also being in County Road No. 220 (an apparent public use right-of-way)(no record found);

THENCE North 00°44'04" West, along the west line of said a distance of said 623.97-acre tract and the east line of said 180.20-acre tract and the east line of a 182.378-acre tract of land, described in a deed to Cooke County Land Investments, LLC, as recorded in Volume 2471, Page 47, said Official Public Records, and generally along the centerline of said County Road No. 200, a distance of 3,636.73 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for corner;

THENCE departing the east line of said 180.20-acre tract and the centerline of said County Road 200 and the west line of said 623.97-acre tract and crossing said 623.97-acre tract the following courses and distances:

North 89°14'50" East, a distance of 288.66 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for corner;

South 00°52'55" East, a distance of 127.38 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for corner;

North 89°04'01" East, a distance of 319.30 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for corner;

South 00°57'35" East, a distance of 273.86 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for corner;

North 88°58'00" East, a distance of 237.38 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set point for corner;

North 89°09'29" East, a distance of 457.60 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set point for corner;

South 70°37'44" East, a distance of 1,300.00 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set point for corner;

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North 84°29'56" East, a distance of 285.00 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set point for corner;

South 35°59'06" East, a distance of 295.00 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set point for corner;

South 00°00'31" West, a distance of 1,700.00 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set point for corner;

South 76°04'24" East, a distance of 730.00 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set point for corner;

South 00°23'44" East, a distance of 500.00 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set point for corner;

North 89°36'18" East, a distance of 209.97 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set point for corner;

South 00°24'14" East, a distance of 209.16 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set point for corner on the south line of said 623.97-acre tract, same being the north line of a 274.54-acre tract of land, described in a deed to Edward F. Wolski, as recorded Volume 2150, Page 653, said Official Public Records, and in Instrument No. 2017-106111, said Official Records, same also being in said County Road 200;

THENCE South 89°36'16" West, along the common line of said 623.97-acre tract and said 274.54-acre tract, a distance of 715.00 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for the northwest corner of said 274.54-acre tract, common to the northeast corner of CR 200 Estates, an addition to Cooke County, Texas, according to the plat thereof recorded in Document No. 2019-170, Plat Records of Denton County, Texas, and in Cabinet A, Slide 238, Plat Records of Cooke County, Texas;

THENCE South 89°35'24" West, along the common line of said 623.97-acre tract and said CR 200 Estates and generally along the centerline of said County Road No. 200, a distance of 3,134.52 feet to the POINT OF BEGINNING and containing 227.25 acres (9,899,070 square feet) of land, more or less.

**ORDEN PARA CONVOCAR UNA ELECCIÓN DE
PLAN DE PROTECCIÓN CONTRA INCENDIOS**

EL ESTADO DE TEXAS §

CONDADO DE COOKE §

**DISTRITO DE SERVICIOS PÚBLICOS MUNICIPALES
DE LONE OAK VALLEY NO. 1 CONDADO DE COOKE** §

EN VISTA DE QUE el Distrito de Servicios Públicos Municipales de Lone Oak Valley No. 1 Condado de Cooke (el "Distrito") fue organizada, creada y establecida por orden de la Comisión de Calidad Ambiental de Texas ("TCEQ"), dicha orden emitida el 11 de diciembre de 2023, como un distrito de conservación y recuperación creado bajo y esencial para lograr los propósitos de la Sección 52, Artículo III, y la Sección 59, Artículo XVI, de la Constitución de Texas y que opera de conformidad con los Capítulos 49 y 54 del Código de Agua de Texas; y

EN VISTA DE QUE, en virtud de la Sección 49.351 del Código de Agua de Texas, el Distrito tiene la autoridad de contratar a cualquier otra persona para realizar servicios de extinción de incendios dentro del Distrito y puede cobrar una tarifa obligatoria, sujeta a la aprobación previa de la Comisión de Calidad Ambiental de Texas (la "Comisión") y la aprobación de los votantes en el distrito; y

EN VISTA DE QUE, el Distrito entró un Acuerdo de Protección contra Incendios con el Departamento de Bomberos Voluntarios de Valley View, para la prestación de servicios de protección contra incendios dentro del Distrito el 8 de noviembre de 2024, una copia del cual se adjunta como Anexo "A"; y

EN VISTA DE QUE, el 6 de noviembre de 2024, la Junta Directiva del Distrito (la "Junta") adoptó una Resolución que autoriza la presentación de un plan contra incendios (el "Plan") a la Comisión. La Comisión aún no ha emitido una orden aprobando el Plan para el Distrito a la fecha de esta Orden; y

EN VISTA DE QUE, una copia del Plan está archivada y disponible para inspección pública en la oficina del Distrito, c/o Coats Rose, P.C., 16000 North Dallas Parkway, Suite 350, Dallas, Texas 75248; y

EN VISTA DE QUE, la Sección 49.351(i), Código de Agua de Texas, requiere que el Distrito presente a los electores del Distrito la propuesta sobre si el Distrito debe implementar o no el Plan; y

EN VISTA DE QUE, la Junta de dicho Distrito encuentra y determina que se han cumplido todos los requisitos para ordenar una elección sobre la propuesta de implementación del Plan, y la Junta es de la opinión de que dicha elección debe convocarse con el propósito de someter a los electores residentes del Distrito debidamente calificados la propuesta de un Plan, incluida una tarifa obligatoria, como se establece más particularmente a continuación; y

EN VISTA DE QUE, la Junta desea proceder con el ordenamiento de dicha elección.

POR TANTO, LA JUNTA DIRECTIVA DEL DISTRITO DE SERVICIOS PÚBLICOS MUNICIPALES DE LONE OAK VALLEY NO. 1 CONDADO DE COOKE ORDENA QUE:

Sección 1: Por la presente, los asuntos y hechos establecidos en el preámbulo de esta Orden son hallados y declarados verdaderos y completos.

Sección 2: Se celebrará una elección dentro del Distrito el 3 de mayo de 2025, entre las 7:00 a.m. y las 7:00 p.m. (a menos que esté autorizado a cerrar antes de conformidad con la Sección 41.033, Código Electoral de Texas, según enmendado) en _____, que la Junta Directiva del Distrito, después de considerar debidamente los requisitos de la Sección 43.004 del El Código Electoral de Texas, considera un lugar adecuado para llevar a cabo dicha elección, en el cual se presentará la siguiente proposición a los electores residentes del Distrito debidamente calificados para que tomen medidas al respecto:

PROPOSICIÓN A

¿SE DEBERÁ AUTORIZARSE LA JUNTA DIRECTIVA DEL DISTRITO MUNICIPAL DE SERVICIOS PÚBLICOS DE LONE OAK VALLEY NO. 1 CONDADO DE COOKE (EL "DISTRITO") PARA IMPLEMENTAR UN PLAN DE PROTECCIÓN CONTRA INCENDIOS DE CONFORMIDAD CON UN CONTRATO DE PROTECCIÓN CONTRA INCENDIOS ENTRE EL DISTRITO Y EL DEPARTAMENTO DE BOMBEROS VOLUNTARIOS DE VALLEY VIEW; ¿Y DEBE ESTAR AUTORIZADO EL DISTRITO A EVALUAR, IMPONER Y COBRAR CARGOS OBLIGATORIOS CON EL FIN DE PROPORCIONAR TALES SERVICIOS DE EXTINCIÓN DE INCENDIOS DE ACUERDO CON LA CONSTITUCIÓN Y LAS LEYES DEL ESTADO DE TEXAS?

Sección 3: La votación en dicha elección se realizará mediante el uso de un sistema de votación electrónica o boletas en papel que ofrecerán boletas tanto en inglés como en español y que se ajustarán a los requisitos del Código Electoral de Texas. La siguiente propuesta se presentará a los electores residentes del Distrito en las elecciones del 3 de mayo de 2025:

BOLETA OFICIAL DE VOTACIÓN

Nota de instrucción: coloque una "X" en el cuadrado al lado de la declaración que indica la forma en que desea votar.

PROPOSICIÓN A

A FAVOR

EL PLAN DE PROTECCIÓN CONTRA INCENDIOS Y EL
CONTRATO PARA PRESTAR SERVICIOS DE EXTINCIÓN DE
INCENDIOS PARA EL DISTRITO

EN CONTRA

Sección 4: Los límites del Distrito se establecen por la presente como y constituirán un recinto electoral y por la presente se nombra al siguiente funcionario de dicha elección:

Juez presidente: _____

El Juez Presidente podrá nombrar dos (2) secretarios para ayudar en la realización de la elección y podrá nombrar los secretarios adicionales que considere necesarios para la adecuada realización de la elección, sin exceder el número máximo de tres (3). La votación anticipada en la elección en persona comenzará el 22 de abril de 2025, y continuará hasta el 29 de abril de 2025. El secretario para la votación anticipada será _____ y el lugar en el que se llevará a cabo dicha votación anticipada es _____, dentro de los límites del Distrito.

La dirección postal del secretario de votación anticipada a la que se pueden enviar las solicitudes de boleta y las boletas para votar por correo es la misma que la anterior. Por la presente, la Junta determina que hay menos de 1,000 votantes registrados que residen dentro del Distrito y, en consecuencia, dicho secretario de votación anticipada mantendrá dicho lugar de votación anticipada abierto para la votación anticipada en persona de 5:00 p.m. a 9:00 p.m., todos los días para la votación anticipada que no sean sábado, domingo o feriado oficial del Estado. Las boletas de votación anticipada se entregarán al juez que preside el día de las elecciones, y el juez que preside y cualquier secretario actuarán como junta de boletas de votación anticipada y contarán las boletas de votación anticipada.

Sección 5: La elección se llevará a cabo y se llevará a cabo y las declaraciones se harán a esta Junta Directiva de acuerdo con el Código Electoral de Texas modificado por el Capítulo 49 del Código de Agua de Texas.

Sección 6: La Junta Directiva del Distrito por la presente nombra a Coats Rose, P.C., como agente del Distrito para la elección.

Sección 7: Todos los electores residentes calificados del Distrito tendrán derecho a votar en la elección.

Sección 8: Por la presente se ordena al Presidente y al Secretario de la Junta o al agente del Distrito que hagan que se publique un aviso de esta elección (i) el día de las elecciones y durante la votación anticipada mediante presentación personal en un lugar destacado de cada lugar de votación, (ii) en tres lugares públicos dentro de los límites de la subdivisión política al menos 21 días antes de la elección, (iii) durante los 21 días antes de la elección se publicarán en el sitio

web de la subdivisión política, si el Distrito mantiene un sitio web en Internet, y (iv) en Se requiere que se publiquen en otros lugares tales como avisos de las reuniones de la Junta Directiva del Distrito.

Sección 9: Si corresponde, la tasa de pago de los jueces y secretarios electorales será determinada por la Junta Directiva del Distrito, de conformidad con el Código Electoral de Texas.

Sección 10: El Presidente o Vicepresidente y el Secretario o Subsecretario están autorizados y ordenados a tomar cualquier acción necesaria para llevar a cabo las disposiciones de esta orden.

[SIGUE LA PÁGINA DE EJECUCIÓN]

Adoptada el 14 de febrero de 2025.

/firma/ David Gruenwald
Vicepresidente de la Junta Directiva

ATESTIGUA:

/firma/ Richard Johnson
Secretario de la Junta Directiva