

# GRAZING LEASE

THE STATE OF TEXAS    }}  
                                      }}  
COUNTY OF EDWARDS   }}

KNOW ALL MEN BY THESE PRESENTS:

THIS GRAZING LEASE is made this 1st day of January 2016, between Ranch Enterprises, LTD its heirs, representatives, successors and assigns, 1001 Water Str., Ste. B200, Kerrville, Texas 78028 ( hereinafter called "Lessors") and Todd Weaver, P. O. Box 1011, Rocksprings, TX 78880 ("Lessee").

### WITNESSETH

1. **Purpose:** This lease shall be for the purpose of grazing cattle. Any other use of the property by Lessee must be approved in advance by Lessors.

2. **Property Description:** This lease shall be for all certain lands described below:

### *Pinon Canyon Ranch Subdivision*

Being 2,384.63 acres of land, more or less, in Edwards County, Texas, and being all of that same called 2,384.12 acres conveyed to Ranch Enterprises, Ltd. in a deed recorded in Volume 339, Page 257 of the Deed Records of Edwards County, Texas, and being portions of original patent surveys as set forth below.

(Partial acreages are listed below)  
481.88 ACRES OF D.C. & S.F. BY CO. BLOCK V-11, SURVEY NO. 1, ABSTRACT NO. 929  
196.18 ACRES OF C. BLANDIN, BLOCK V-11, SURVEY NO. 2, ABSTRACT NO. 3116  
415.18 ACRES OF G.C. & S.F. BY CO. BLOCK V-11, SURVEY NO. 4, ABSTRACT NO. 988  
254.21 ACRES OF E. APPLEWHITE, BLOCK V-11, SURVEY NO. 5, ABSTRACT NO. 1429  
621.91 ACRES OF C.T. & S.C. BY CO. BLOCK V-11, SURVEY NO. 9, ABSTRACT NO. 721  
630 ACRES OF G.C. & S.F. BY CO. BLOCK V-18, SURVEY NO. 24, ABSTRACT NO. 2465  
312.94 ACRES OF H. GARNER, V-11, SURVEY NO. 11, ABSTRACT NO. 1672  
6.29 ACRES OF C. HADLESTON, BLOCK V-18, SURVEY NO. 24, ABSTRACT NO. 2514  
154.23 ACRES OF J. PETERIT, BLOCK V-11, SURVEY NO. 3, 38 PL., ABSTRACT NO. 2483

3. **Primary Term:** This lease is for a primary term of seven (7) years beginning January 1, 2016.

4. **Consideration:** As consideration for this lease, Lessee agrees to the following: Lessee to maintain all water wells, water lines and pay any electric bills associated with said wells and fences on the ranch. Lessee shall also be responsible for minor road repair and maintenance.

5. **Stocking Rate:** Lessee agrees to stock the lease premises with livestock at an animal rate no greater than the industry standard for commercial livestock operations in Edwards County. Lessee also agrees to use good grazing management practices, including a rotation grazing system on the lease.

6. **Lessors's Obligations:** Lessors will be obligated to:  
a. **Preserve Fences:** If Lessors desires to remove or alter any existing fences on his property, Lessors shall notify Lessee at thirty (30) days in advance in order for Lessee to maintain control of his livestock located on the ranch.  
b. **Close Gates:** Lessors hereby agrees to keep all gates (perimeter and interior) closed at all times.  
c. **Fence Out Personal Property:** Lessors hereby agrees to fence off all personal property (i.e. campsites, game feeders, residences, wells) with a type of fencing suitable for excluding livestock from such areas. Lessee shall not be held liable for damage to personal property caused by Lessee's livestock.

7. **Lessors's Reservations:** Lessors hereby reserves:  
a. **Hunting Rights:** Lessors has reserved for his personal use, all the hunting privileges associated with the property. Lessors hereby agrees with the Lessee that Lessors will be responsible to Lessee for any damage caused to Lessee's livestock as a result of hunting activities on the property and Lessee may look directly to Lessors for any damages to Lessee's livestock as a result of hunting activities on the property.  
b. **Access to the Property:** Lessors reserves for himself and his employees, agents and representatives, the right to go upon the property at all times.  
c. **Use of the Property:** Lessors reserves the right to use the property for any purpose, other than grazing livestock, which Lessors may desire, so long as such use does not materially interfere with Lessee's rights hereunder.

8. **Right to Terminate Lease:** Lessors or Lessee may terminate this agreement at any time by written notice 60 days prior to termination. Any individual tract owner at any time will have the right to cancel the lease on part or all of his property by constructing fencing that meets local standards and specifications for fencing in Edwards County and then giving Lessee thirty (30) days advance written notice that the owner wishes to withdraw his property from this lease.
9. **Lessee's Required Notice to Subsequent Owners:** If part or all of the property is ever sold, then the Successor Owner of the property will continue to be obligated and bound under the terms and conditions of this lease. Lessors shall cause any Subsequent Owner of any portion of the property to assume in writing this grazing lease, and thereby acknowledge that such Subsequent Owner understands that if he cancels the grazing lease on his property or changes the use of his property and if "roll-back" taxes are assessed for the current year or any prior year on the property then such Subsequent Owner shall be liable for and pay any and all "roll-back" taxes assessed against his property.
10. **Lessee's Indemnity:** Lessee does hereby hold harmless Lessors from and against any and all liability whatsoever arising out of, resulting from or in connection with Lessee's activities upon the property, whether property damage or personal injury. Property owners shall be held personally liable for any injury or death to Lessee's livestock that can be proven to be directly attributable to said property owner's actions.
11. **Assignment and Sublease by Lessee:** Lessee shall have the right to assign this lease or sublease under this lease with Lessors's consent.
12. **No Partnership:** This lease shall not be deemed to give rise to a partnership relation between Lessors and Lessee and neither Lessors nor Lessee shall have the right or authority to obligate the other for any debts incurred in connection with the activities of Lessors and Lessee, respectively, upon the property. Further Lessee covenants and agrees not to permit any person to file a lien upon the property in connection with the activities of Lessee on the property.
13. **Enforceability:** This lease shall be binding upon Lessors and Lessee, and their respective heirs, legal representatives, successors and assigns. This lease shall be governed and construed in accordance with the laws of the State of Texas and the obligations of the parties hereto are and shall be performable in Kerrville, Texas.
14. **No Representations:** Lessee acknowledges that Lessors has made no representations or warranties, written or verbal, express or implied, with respect to the condition of the property or the adequacy of the property for livestock grazing activities.
15. **Attorney's Fee:** In the event of any dispute concerning this lease, the prevailing party in any litigation shall be entitled to recover in addition to any other relief, such party's attorney's fees and costs incurred.

IN WITNESS WHEREOF, Lessors and Lessee have executed this lease effective as of the 1st day of January, 2016.

Lessors:

  
Ranch Enterprises, LTD

Lessee:

  
Todd Weaver