

Grazing Lease

**THE STATE OF TEXAS
COUNTY OF CORYELL**

This Lease Agreement is by and between the owner, High Creek Ranch Grazing Association, a Texas Non-Profit Corporation herein caller Lessor, and John Hever dba HL Ranch, herein called Lessee, who covenant and agree as follows, to wit:

I

Lessor is the Owner / Master Lessee of that certain tract of land, situated in Coryell County, Texas, At High Creek Ranch, a recorded subdivision as follows:

Being a 1019.830 acre tract of land situated in the W.J. WELLS SURVEY, ABSTRACT No. 1069, Coryell County, Texas and being a part or portion of that certain called 300 acre tract of land (TRACT ONE, FIRST TRACT, First Tract), and being a part or portion on that certain called 80 acre tract of land (TRACT THREE), and being a part or portion of that certain called 202.34 acre tract of land (TRACT ONE, SECOND TRACT, Second Tract), and being a part or portion of that certain called 98.78 acre tract of land (TRACT SIX, SECOND TRACT), and being all of that certain called 80 acre tract of land (TRACT ONE, FIRST TRACT, Second Tract), and being all of that certain called 34.3 acre tract of land (TRACT ONE, THIRD TRACT), and being a part or portion of that certain called 638 acre tract of land (TRACT TWO), all being described in a Special Warranty Deed with Vendor's Lien dated January 1, 2008 from Bettye C. Wilkinson and Gary T. Wilkinson, Co-Trustees of the Raymond D. Wilkinson Marital Trust to Bettye C. Wilkinson and Gary T. Wilkinson, Co-Trustees of the Raymond D. Wilkinson Family Trust and being of record in Document No. 216243, Official Public Records of Coryell County, Texas, HEREIN CALLED THE "Land"

II

In consideration of the mutual covenants contained herein, Lessor lets and leases to Lessee and Lessee agrees to lease from Lessor the Premises. The Premises includes


all portions of the Land, except the Excluded Improvements and Excluded Areas.

"Excluded Improvements" means any improvement, or equipment situated on the Land and constructed or installed by any Owner inside any of the Excluded Areas.

"Excluded Areas" shall include that portion of each lot or ranch within the Premises which is enclosed by a fence and which does not include more than one acre of each such lot or ranch. Each Excluded Area shall be designated as such by the installation of a fence enclosing such area.

III

The term of the lease shall begin December 1, 2020 and continue indefinitely until terminated according to the provisions contained herein.

Lessor and Lessee may agree to a "resting period" from the grazing lease sometime during the first year of the term in order to replace and repair fencing on the Premises, including but not limited to that portion of the fencing that has been removed by  **CORNELL**

County in order to widen Table Rock Road. Lessee agrees to delay locating cattle to the Premises to accommodate such replacement repairs until such time that Lessor informs Lessee that the planned replacement and repairs are complete. Lessee will not owe rent for any portion of the Term that is used for such resting period.

IV

Lessee agrees to pay rental in the total sum of \$1.00 as compensation for consideration for said lease per annum. Rental shall be paid on the commencement of the lease.

This lease agreement will renew and restate all previous lease agreements related to the properties described.

V

The parties agree that the subject property shall be used for agricultural grazing purposes only.

Lessee agrees to prevent waste and damage to the property and to prevent over-grazing.

Lessee shall have access to water already existing on the property.

In the event the property is fenced, and no water is available on the property, Lessee shall have the right to terminate the lease agreement and receive a refund for the unused term of the lease. Either party may terminate this lease upon 90 days written notice (without cause) mailed to the addresses herein shown, and lease payment shall be adjusted between the parties.

VI

Lessee shall occupy the premises at Lessee's own risk and Lessor shall not be liable to anyone for the action or omissions of Lessee, Lessee's agents, servants, employees, customers, visitors or licensees, and Lessee agrees to indemnify and hold Lessor harmless from all claims and causes of action resulting from or alleged to have resulted from such actions or omissions including attorney's fees and expenses incurred.

Lessee shall not be liable to anyone for the actions or omission of Lessor, Lessor's agents, servants, employees, visitors, or licensees, and Lessor agrees to indemnify and hold Lessee harmless from all claims and causes of action resulting from or alleged to have resulted from such actions or omissions including attorney's fees and expenses incurred.

VII

If Lessee fails to perform or observe any provision of this Lease and fails to remedy same within 2 weeks after notice of Lessor, or if bankruptcy proceedings are commenced by or against Lessee, or an assignment for the benefit of creditors is made by Lessee, the same shall constitute a default under this Lease.

VIII

Any Signatory to this Lease who is the prevailing party in any legal proceeding brought under of with relation to this Lease or transaction shall be additionally entitled to recover court costs and reasonable attorney's fees from the nonprevailing party.

EXECUTED THIS _____ day of _____,

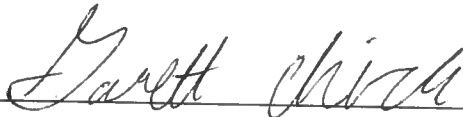
LESSOR



Rich Grandy, President of High Creek Grazing Association

Address:

LESSEE



Address:
