

Grazing Lease

The State of Texas

Know by all men these presents:

County of Edwards

This grazing lease is made this 1st Day of January, 2020, between Broken Spoke Stagecoach Springs Property Owners Association, its heirs, representatives, successors and assigns, PO Box 536, Rocksprings, Texas 78880 (hereinafter called Lessors) and David Whitworth, 135 North 17th Street, Junction, Texas 76879. (Lessee)

Witnesseth

1. Purpose: This lease shall be for the purpose of grazing cattle. Any other use of the property by Lessee shall be approved in advance by Lessors.
2. Property Description: This lease shall be all certain lands located in Edwards County, Texas and further described in the Deed recorded in Vol. 227, pages 674 and 701 of the Deed records of Edwards County, Texas.
3. Primary Term: This lease is for a primary term of 5 years beginning January 1, 2020 and ending December 31, 2025.
4. Option to renew lease: Lessor hereby grants to Lessee an option to renew this lease upon the same terms and conditions contained herein two additional periods of one (1) year each, which said options shall be executed by Lessee upon the giving written notice to Lessors thirty (30) days advanced written notice of Lessee's interest in renewing the lease prior to the expiration of the lease.
5. Consideration: As consideration for this lease, Lessor agrees to the following:
 - a. Lessee to pay Lessor at the rate of \$ 50.00 per head / per Animal Unit (circle selection) per the annual term. Full payment shall be due to Lessor by January 15th for each year, and adjusted annually to reflect the number of head of cattle or Animal Unit that Lessee has on
 - b. Lessor and Lessee agree that up to 1/3 of the proceeds from this lease may be used for fence, water and windmill repairs. Receipts for such repairs shall be submitted to the lessor during the lease term for reimbursement.
6. Stocking rate: Lessee agrees to stock the lease premises with livestock at an animal rate no greater than the industry standards for commercial livestock operations in Edwards County. Lessee also agrees to use good grazing management practices including a rotation grazing system, and shall reasonably adjust stocking rate should adverse weather conditions reduce the premises' ability to support grazing to a level that prevents over grazing of the premises. In no event shall Lessee stock the premises with more than 100 head, unless approved by Lessor.

7. Lessors Obligations:

- a. Preserve fences: If lessor 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 agree to keep all gates closed (perimeter and interior) at all times.
- c. Fence out personal property: Lessors agree to fence off all personal property (i.e., Campsites, game feeders, residences, wells and so forth) 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.
- d. Pay expenses: Lessors will be responsible for major fence repairs; unless such repairs are necessitated by damages caused by Lessee's livestock. Lessee will be responsible for all other expenses associated with the livestock operation on the lease.

8. Lessor'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 for any damage caused to Lessee's livestock as a result of willful negligence or willful misconduct related to hunting activities and Lessee may look directly to Lessors for any damage to Lessee's livestock as a result of the aforementioned.
- b. Access to the property: Lessors reserve 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 purposes, other than grazing livestock, which Lessor may desire, so long as it doesn't materially interfere with Lessee's rights hereunder.

9. Right to terminate Lease: Any owner at any time will have the right to cancel the lease on part or all of his property by constructing fencing that meets Natural Resource Conservation Service standards and specifications for Edwards County, and then giving Lessee thirty (30) day notice advanced written notice that the owner wishes to withdraw his property from the lease.

10. Lessee's required notice to subsequent owners: If part or all of this property is ever sold, then the Successive Owner will continue to be obligated and bound under the terms and conditions of this Lease. Lessors shall cause any Subsequent Owner of any part of the property to assume in writing this grazing lease and thereby acknowledge that 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 Owners shall be liable for and pay any and all "roll-back taxes" assessed against his property.

11. 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 or personal injury. Property owners shall be held personally liable for

any injury or death to Lessee's livestock that can be prove to be directly attributable to said property owner's actions.

12. Assignment and sublease be Lessee: Lessee shall have the right to assign this lease or sublet under this lease only with Lessee's consent: provided such assignee or sublease shall perform in all respects to the obligations of assigner or successor hereunder. Lessee shall notify Lessor in writing of the assigner or successor thirty (30) days prior to assigning or subletting with the name and contact information of the same.
13. 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 from 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 conjunction with the activities of Lessee on the property.
14. Enforceability: This lease shall be binding upon the 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 Rocksprings, Texas.
15. 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.
16. Attorney's fees: In the event of any dispute concerning the lease, the prevailing party in any litigation shall be entitled to recover in addition to any relief such party's attorney's fees and cost incurred.
17. This lease supersedes all previous lease agreements entered into by both parties.

In witness whereof, Lessors and Lessee have executed this lease effective as of the 1st day, of 2020.



By: David Whitworth, Operator



12/23/2019

By: Lubie A. Martin, as agent for,

Broken Spoke Stagecoach Springs POA, Its President.