

GRAZING AND CROP LEASE

THE STATE OF TEXAS) (
) (
COUNTY OF CONCHO) (

KNOW ALL MEN BY THESE PRESENTS:

THIS GRAZING LEASE is made this 19th day of December 2020, between MUSTANG CREEK SUBDIVISION POA, its heirs, representatives, successors and assigns, PO BOX 224, CROSS PLAINS, TX 76443 (hereinafter called "Lessors") and BUDDY DUBOSE, 312 SARAH'S LN, LIBERTY HILL, TX 78642 ("Lessee")

WITNESSETH

1. **Purpose:** This lease shall be for the purpose of grazing cattle and raising field crops. 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 (1,200 acres +/- on FM Hwy 2134, Concho County, TX) described in a deed to Mustang Creek Subdivision POA Filed of record in the deed records of Concho County, TX, located in Concho County, TX. Also know as Mustang Creek Subdivision POA filed in the Plat records of Concho County, Cabinet 1, Slides A63-B63.
3. **Primary Term:** This lease is for a primary term of five (5) years beginning January 1, 2021.
4. **Consideration:** As consideration for this lease, lessee agrees to the following: Lessee to maintain all water wells, water lines in their current state and pay any electric bills associated with said wells. Lessee shall maintain all fences on the ranch in their current state and shall have the right to improve or construct new fencing at his discretion and expense.
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 Concho County. Lessee also agrees to use good grazing management practices, including a rotation grazing system on the lease, Lessee shall also have the right to plant and utilize the field land on the ranch.
6. **Lessor's Obligations:** Lessors will be obligated to:
 - 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 for Lessee to maintain control of his livestock located on the ranch.
 - b. **Close Gates:** Lessors hereby agree 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. **Lessor's reservations:** Lessors hereby reserves:

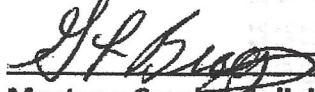
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- a. **Hunting Rights:** Lessors has reserved for his personal use, all the hunting privileges associated with the property. Lessors hereby agree with the Lessee that Lessors will be responsible to Lessee for any damage caused to Lessee's livestock as a result of hunting activities on the property and Lessee may look directly to Lessors for any damages to Lessee's livestock because 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. **Rights 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 his property by constructing fencing that meets local standards and specifications for fencing in Concho 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 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 Lessor'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 Cross Plains, TX.

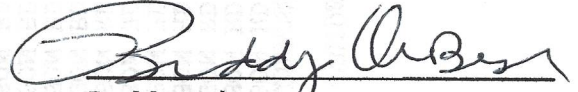
14. **No Representations:** Lessee acknowledges that Lessors has made no representations or warranties, written or verbal, express or implied, with the respect to the condition of the property of the adequacy of the property for the livestock grazing activities.
15. **Attorney's Fee:** In the event of 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 cost incurred.

IN WITNESS WHEREOF, Lessors and Lessee have executed this lease effective as of the 1st day of January 2021.

Lessors:


Mustang Creek Subdivision POA Members
Gerald L Brown, Sr POA President

Lessee:


Buddy Dubose

MUSTANG CREEK SUBDIVISION 911 ADDRESSES

<u>LOT NO.</u>	<u>9-1-1 ADDRESS</u>
LOT 1	6376 FM 2134
LOT 2	5951 FM 2134
LOT 3	5701 FM 2134
LOT 4	5451 FM 2134
LOT 5	5181 FM 2134
LOT 6	4845 FM 2134
LOT 7	4495 FM 2134
LOT 8	4425 FM 2134
LOT 9	4285 FM 2134
LOT 10	5050 COUNTY ROAD 4249
Either address depending on direction of front door.	
LOT 10	4151 FM 2134
LOT 11	5120 COUNTY ROAD 4249
LOT 12	185 BISON RD
Either address depending on direction of front door.	
LOT 12	5180 COUNTY ROAD 4249
LOT 13	355 BISON RD
LOT 14	485 BISON RD
LOT 15	631 BISON RD
LOT 16	791 BISON RD
LOT 17	951 BISON RD
LOT 18	1115 BISON RD
LOT 19	1255 BISON RD
LOT 20	1415 BISON RD
LOT 21	1601 BISON RD
LOT 22	1725 BISON RD
LOT 23	1779 BISON RD
LOT 24	1780 BISON RD

MUSTANG CREEK SUBDIVISION 911 ADDRESSES

<u>LOT NO.</u>	<u>9-1-1 ADDRESS</u>
LOT 25	1710 BISON RD
LOT 26	1600 BISON RD
LOT 27	1420 BISON RD
LOT 28	1250 BISON RD
LOT 29	1110 BISON RD
LOT 30	950 BISON RD
LOT 31	790 BISON RD
LOT 32	630 BISON RD
LOT 33	470 BISON RD
LOT 34	310 BISON RD
LOT 35	140 BISON RD
Either address depending on direction of front door.	
LOT 35	5230 COUNTY ROAD 4249
LOT 36	5310 COUNTY ROAD 4249
Either address depending on direction of front door.	
LOT 36	5420 COUNTY ROAD 4249
LOT 37	5590 COUNTY ROAD 4249
LOT 38	5760 COUNTY ROAD 4249
LOT 39	5930 COUNTY ROAD 4249
LOT 40	6080 COUNTY ROAD 4249
LOT 41	6130 COUNTY ROAD 4249
LOT 42	6270 COUNTY ROAD 4249
LOT 43	6420 COUNTY ROAD 4249
LOT 44	6520 COUNTY ROAD 4249
LOT 45	6700 COUNTY ROAD 4249
LOT 46	6840 COUNTY ROAD 4249
LOT 47	6980 COUNTY ROAD 4249
LOT 48	7120 COUNTY ROAD 4249