

Inst Bk Vol Pg
81 OR 403 303
Edwards County
Olga Lydia Reyes
Edwards County District Clerk
Rocksprings, Tx 78880



70 2021 0000081

Instrument Number: 2021-81

As

Recorded On: January 25, 2021

Recording Fee

Parties: TRIAD LAND INVESTMENTS LTD

Billable Pages: 4

To WHITTLE RANCH PARTNERSHIP

Number of Pages: 4

Comment:

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Recording Fee 38.00
Total Recording: 38.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Record and Return To:

Document Number: 2021-81
Receipt Number: 45696
Recorded Date/Time: January 25, 2021 11:47:56A
Book-Vol/Pg: BK-OR VL-403 PG-303
User / Station: S Montoya - Cash Station Counter

RANCH ENTERPRISES LTD
1001 WATER ST
STE. B-200
KERRVILLE TX 78028-9904



I hereby certify that this instrument was filed on the date and time stamped hereon and was duly recorded in the Official Public Records of Edwards County, Texas.

Olga Lydia Reyes, County Clerk
Edwards County, Texas

SCANNED

GRAZING LEASE

THE STATE OF TEXAS }{
 }{ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF EDWARDS }{

THIS GRAZING LEASE is made this 10th day of November 2020, between Triad Land Investments, LTD its heirs, representatives, successors and assigns, 1001 Water Str., Ste. B200, Kerrville, Texas 78028 (hereinafter called "Lessors") and Mike Grooms, 4250 US Highway 377 N., Rocksprings, TX 78880 ("Lessee").

Whittle Ranch Partnership

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:
+/- 1482 +/- 783 acres more or less formerly known as the Cutting Pen Draw Ranch Subdivision. See attached survey.
3. **Primary Term:** This lease is for a primary term of (2) years beginning November 10th, 2020.
4. **Consideration:** As consideration for this lease, Lessee agrees to the following:
Lessee to maintain all water wells, water lines & fences.
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 Reservations:** Lessors hereby reserves:
 - a. **Hunting Rights:** Lessors has reserved for his personal use, all the hunting privileges associated with 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.
7. **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.
8. **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.

- 9. **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.
- 10. **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.
- 11. **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 of the adequacy of the property for livestock grazing activities.
- 12. **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 10th day of Nov., 2020.

Lessors:

Lessee:

Triad Land Investments, LTD

DAVID E. LEHMANN

Mike Grooms

Whittle Ranch Partnership

Inst Bk Vol Pg
81 OR 403 306



FILED FOR RECORD
At 3:40 O'clock PM

JAN 11 2021

OLGALYDIA REYES
COUNTY CLERK
EDWARDS COUNTY, TEXAS
By: [Signature] Deputy