

# GRAZING LEASE

THE STATE OF TEXAS    }}  
  }}  
COUNTY OF CROCKETT  }}

KNOW ALL MEN BY THESE PRESENTS:

THIS GRAZING LEASE is made this 14th day of April, 2025, between Cypress View Investments, Ltd its heirs, representatives, successors and assigns, 1001 Water Str., Ste. B200, Kerrville, Texas 78028 (hereinafter called "Lessors") and Murphey Chandler Black, 1602 Sheffield Rd, Ozona Tx 76943 ("Lessee").

## WITNESSETH

1.    **Purpose:** This lease shall be for the purpose of grazing Livestock. 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: 2636.38 acres known as Split Rock Ranch.
3.    **Primary Term:** This lease is for a primary term of 5 (five) years beginning April 14, 2025
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.
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 Crockett. Lessee also agrees to use good grazing management practices, including a rotation grazing system on the lease when possible. Lessee shall have the right to conduct aerial observation of livestock by helicopter on the entire property.
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 Crockett 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. **Subordination of Lease:** To secure loans from lenders, purchasers of tracts will be required to allow lenders to place a lien on the Property, which is a portion of the premises described in the Lease. Tenant is in possession of all or part of the premises. As a condition for closing the loans, advancing the funds, and accepting the notes and deeds of trust from purchasers, lenders will require that Tenant make

the following agreements and warranties.

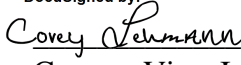
In return for valuable consideration, Tenant (1) subordinates the Lease and all of Tenant's rights under it to any deed of trust lien, (2) agrees that any deed of trust liens will remain superior to the Lease and all of Tenant's rights under it, regardless of the frequency and manner of renewal, extension, or alteration of the notes and the liens securing it, and (3) warrants that the rent specified in the Lease is being paid to Landlord.

- 16. **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 April 14, 2025.

Lessors:

Lessee:

DocuSigned by:  
  
 Corey Lehmann  
 Cypress View Investments, Ltd

Signed by:  
  
 Murphy Chandler Black

## Certificate Of Completion

Envelope Id: 84CDC72C-B9A2-4B76-8D6D-733476369463

Status: Completed

Subject: Complete with Docusign: black grazing lease.doc

Source Envelope:

Document Pages: 3

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Corey Lehmann

AutoNav: Enabled

1001 WATER STR.

Envelopeld Stamping: Enabled

STE. B200

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Kerrville, TX 78028

corey.lehmann@yahoo.com

IP Address: 71.78.16.90

## Record Tracking

Status: Original

Holder: Corey Lehmann

Location: DocuSign

4/14/2025 10:42:51 AM

corey.lehmann@yahoo.com

## Signer Events

Corey Lehmann

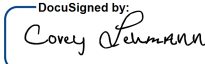
corey.lehmann@yahoo.com

Salesman

Ranch Enterprises

Security Level: Email, Account Authentication  
(None)

## Signature

DocuSigned by:  
  
E0120E35DB9345D...

Signature Adoption: Pre-selected Style

Using IP Address: 71.78.16.90

## Timestamp

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Viewed: 4/14/2025 10:43:56 AM

Signed: 4/14/2025 10:44:02 AM

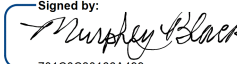
## Electronic Record and Signature Disclosure:

Not Offered via Docusign

murphey black

blackmurphey@yahoo.com

Security Level: Email, Account Authentication  
(None)

Signed by:  
  
701C0C30166A499...

Signature Adoption: Drawn on Device

Using IP Address: 174.197.4.94

Signed using mobile

Sent: 4/14/2025 10:43:49 AM

Viewed: 4/14/2025 1:23:56 PM

Signed: 4/14/2025 2:18:38 PM

## Electronic Record and Signature Disclosure:

Accepted: 4/14/2025 1:23:56 PM

ID: f3c85534-ed91-498e-8f1b-11ded978795e

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

## Carbon Copy Events

## Status

## Timestamp

## Witness Events

## Signature

## Timestamp

## Notary Events

## Signature

## Timestamp

## Envelope Summary Events

## Status

## Timestamps

Envelope Sent

Hashed/Encrypted

4/14/2025 10:43:49 AM

Certified Delivered

Security Checked

4/14/2025 1:23:56 PM

<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Signing Complete	Security Checked	4/14/2025 2:18:38 PM
Completed	Security Checked	4/14/2025 2:18:38 PM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari®, 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

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