

GRAZING AND CROP LEASE

THE STATE OF TEXAS }}
 }} KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF CONCHO }}
COUNTY OF MENARD }}

THIS GRAZING LEASE is made this 1st day of January 2015, between Mesquite Springs Joint Venture and North Fork Enterprises its heirs, representatives, successors and assigns, 1001 Water Str., Ste. B200, Kerrville, Texas 78028 (hereinafter called "Lessors") and Charles Hurst, 5812 County Road 2335, Eden, Tx 76837 ("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 (2020+/- acres) described in deeds to Mesquite Springs Joint Venture and North Fork Enterprises. Filed of record in Deed records of Concho/Menard County, TX) located in Concho/Menard County, Texas.
3. **Primary Term:** This lease is for a primary term of five (5) years beginning January 1, 2015.
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/Menard County. Lessee also agrees to use good grazing management practices, including a rotation grazing system on the lease. Lessee shall also have the right plant and utilize the field land on the ranch.
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 ~~Gillespie County~~ *Menard/Concho* 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. **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 1st day of January, 2015.

Lessors:


_____, partner
Mesquite Springs Joint Venture

_____, manager
North Fork Enterprises

Lessee:



Charles Hurst

Property Appraisal – Notice of Protest

Appraisal District's Name

Phone (area code and number)

Address

This document must be filed with the appraisal review board (ARB) for the appraisal district that took the action(s) you want to protest. It must not be filed with the office of the Texas Comptroller of Public Accounts.

GENERAL INSTRUCTIONS: Pursuant to Tax Code Section 41.41, a property owner has the right to protest certain actions taken by the appraisal district. This form is for use by a property owner or designated agent who would like the ARB to hear and decide a protest. If you are leasing the property, you are subject to the limitations set forth in Tax Code Section 41.413.

FILING DEADLINES: The usual deadline for filing your notice is midnight, May 31.

A different deadline will apply to you if:

- your notice of appraised value was delivered to you after May 2;
- your protest concerns a change in the use of agricultural, open-space or timber land;
- the appraisal district or the ARB was required by law to send you notice about a property and did not;
- the ARB made a change to the appraisal records that adversely affects you and you received notice of the change; or
- in certain limited circumstances, you had good cause for missing the May 31 protest filing deadline.

Contact the appraisal review board for your specific protest filing deadline.

ASSISTANCE: The Comptroller's office may not advise a property owner, a property owner's agent, or the chief appraiser or another employee of an appraisal district on a matter that the Comptroller's office knows is the subject of a protest to the ARB.

State the Year(s) for Which You are Protesting

Tax Year(s)

STEP 1: Owner's or Lessee's Name and Address

Owner's or Lessee's First Name and Initial

Last Name

Owner's or Lessee's Current Mailing Address (number and street)

City, State, ZIP Code

Phone (area code and number)

STEP 2: Describe Property Under Protest

Give Street Address and City if Different from Above, or Legal Description if No Street Address

Appraisal District Account Number (if known)

Mobile Homes (give make, model and identification number)

STEP 3: Check Reasons for Your Protest

To preserve your right to present each reason for your protest to the ARB according to law, be sure to select all boxes that apply.

For example, if you select the first box indicating an incorrect appraised (market) value for your property, you are representing that the value is incorrect—usually that the value should be lowered.

If you also want to protest that your property is not appraised at the same level as a representative sample of comparable properties appropriately adjusted for condition, size, location and other factors, you must also select the box indicating the value is unequal compared with other properties. Your property may be appraised at its market value, but be unequally appraised.

Failure to select the box that corresponds to each reason for your protest may result in your inability to protest an issue that you want to pursue.

- | | |
|---|---|
| <input type="checkbox"/> Incorrect appraised (market) value. | <input type="checkbox"/> Ag-use, open-space or other special appraisal was denied, modified or cancelled. |
| <input type="checkbox"/> Value is unequal compared with other properties. | <input type="checkbox"/> Change in use of land appraised as ag-use, open-space or timber land. |
| <input type="checkbox"/> Property should not be taxed in _____
<small>(name of taxing unit)</small> | <input type="checkbox"/> Incorrect appraised or market value of land under special appraisal for ag-use, open-space or other special appraisal. |
| <input type="checkbox"/> Property is not located in this appraisal district or otherwise should not be included on the appraisal district's record. | <input type="checkbox"/> Owner's name is incorrect. |
| <input type="checkbox"/> Failure to send required notice. _____
<small>(type)</small> | <input type="checkbox"/> Property description is incorrect. |
| <input type="checkbox"/> Exemption was denied, modified or cancelled. | <input type="checkbox"/> Other: _____ |

STEP 4: Give Facts That May Help Resolve Your Case

What do you think your property's value is? (Optional) \$ _____

STEP 5: Check to Receive ARB Hearing Procedures

I want the ARB to send me a copy of its hearing procedures. Yes No*

* If your protest goes to a hearing, you will automatically receive a copy of the ARB's hearing procedures.

STEP 6: Signature

print here _____
Print Name

sign here _____ Date _____