

MUSTANG CREEK SUBDIVISION 911 ADDRESSES

| <u>LOT NO.</u> | <u>9-1-1 ADDRESS</u> |
|--|-----------------------|
| LOT 1 | 6275 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 | 5160 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 |

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| <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 |

GRAZING AND CROP LEASE

THE STATE OF TEXAS }}
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COUNTY OF CONCHO }}

KNOW ALL MEN BY THESE PRESENTS:

THIS GRAZING LEASE is made this 1st day of January 2017, between Mesquite Springs Joint Venture, dba Mustang Creek Subdivision its heirs, representatives, successors and assigns, 1001 Water Str., Ste. B200, Kerrville, Texas 78028 (hereinafter called "Lessors") and Clinton Baker and Chase Agnew, 6511 Commonwealth Midland, TX 79706 ("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 Mesquite Springs Joint Venture. Filed of record in the Deed records of Concho County, TX) located in Concho County, Texas. Also known as Mustang Creek Subdivision 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, 2016.

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 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 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 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

