

GRAZING LEASE

STATE OF TEXAS

COUNTY OF BLANCO

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This Lease Agreement is by and between John Martin Leftin, (herein called "Lessor"), and Apache Creek Ranch, (herein called "Lessee"), who covenant and agree as follows, to wit:

I.

Lessor is the owner of that certain tract of land, more or less situated in Blanco County, Texas, more fully described as:

Lot No. 21, The Vista Round Mountain, a subdivision Blanco County, Texas, according to the plat recorded in Volume 3, Page 125-127, Plat Records of Blanco County, Texas.

In consideration of the mutual covenants contained herein, Lessor lets and leases to Lessee and Lessee to lease from Lessor, that certain herein described tract of land.

This lease is for a TERM of ten (10) years from the date hereof and will renew successive TEN (10) year terms unless terminated by other party. Either party can terminate this lease at any time by giving ninety (90) days' notice to the other party.

III.

Lessee hereby agrees to pay Lessor, without deduction or offset, a rental (the "Base Rental") of TEN (\$10.00) and other good and valuable consideration, the receipt of which is acknowledged by the parties.

IV.

The parties **agree that** the subject **property** shall be used for agricultural grazing purposes only.

The parties agree that all grazing animals are the property of **Apache Creek Ranch and** are not to be shot, hunted or killed.

Lessee **agrees** to prevent waste **and** damage to **the** property and to prevent overgrazing.

Lessee shall have access to water already existing on the property.

In the event the property is fenced and no water is available on the property, Lessee shall have the right to terminate the lease agreement.

Lessor shall not remove the perimeter fence on the property that encompasses the subdivision without the written consent of Lessee.

V.

If Lessee fails to perform or observe any provision of this Lease and fails to remedy the same within two (2) weeks after notice of Owner, or if bankruptcy proceedings are commenced by or against Lessee or an assignment for the Benefit of creditors is made by Lessee, the same shall constitute a default under Lease.

VI.

Any signatory to this who is the prevailing party in any legal Proceeding brought under or with relation to this Lease or transaction shall be additionally entitled to recover court costs and reasonable attorney's fees from the non-prevailing party.

LESSEE:



Davy Roberts or Price Keeper

LESSOR:

300 East Oak Ridge Drive

Marble Falls Texas 78654

281-705-0214

Phone Number

Phone Number