

## GRAZING LEASE

THE STATE OF TEXAS    }}  
   }}  
 COUNTY OF VAL VERDE }}{

KNOW ALL MEN BY THESE PRESENTS:

THIS GRAZING LEASE is made this 18th day of February 2021, between Triad Land Investments, LTD its heirs, representatives, successors and assigns, 1001 Water Str., Ste. B200, Kerrville, Texas 78028 ( hereinafter called "Lessors") and Goble Cattle Co., 2222 Venado Dr., Christoval, Tx, TX 76935 ("Lessee").

### 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: +/-21,522 acres more or less and known as the Langtry West Ranch Subdivision, Osman Canyon Subdivision and formerly known as the Winters Ranch. See attached surveys.
  
3.    **Primary Term:** This lease is for a primary term of (2) year(s) beginning 2/18/21, 2021.
  
4.    **Consideration:** As consideration for this lease, Lessee agrees to the following: Lessee to maintain all water wells, water lines and fences on the ranch.
  
5.    **Stocking Rate:** Lessee agrees to only stock the lease premises with a maximum of 50 head of Corriente Cattle with the option of increasing the number of animal units no greater than the industry standard for commercial livestock operations in Val Verde County in the second year per mutual agreement of Lessor and Lessee. 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 Val Verde County and then giving Lessee thirty (30) days advance written notice that the owner wishes to withdraw his property from this lease.

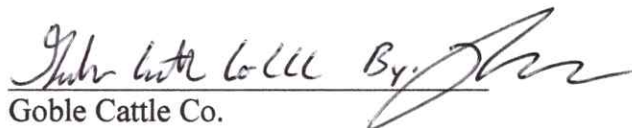
- 8. **Lessee's Indemnity:** Lessee does hereby hold harmless Lessors from and against any and all liability whatsoever arising out of, resulting from or in connection with Lessee's activities upon the property, whether property damage or personal injury. Property owners shall be held personally liable 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 18<sup>th</sup> day of FEB, 2021.

Lessors:

  
\_\_\_\_\_  
Triad Land Investments, LTD

Lessee:

  
\_\_\_\_\_  
Goble Cattle Co.

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF KERR

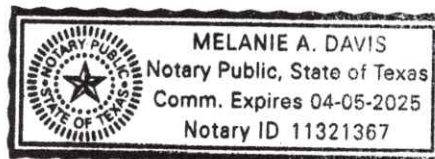
This instrument was acknowledged before me on the 18<sup>TH</sup> day of FEBRUARY, 2021, by DAVID LEHMANN, Partner, TRIAD LAND INVESTMENTS, LTD.

*Melanie A. Davis*

Notary Public, State of Texas  
My Commission Expires: 4-5-2025

*Melanie A. Davis*

Notary's Printed Name



ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF KERR

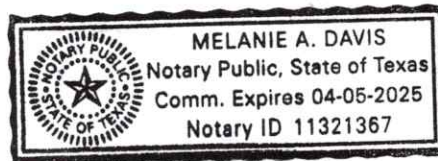
This instrument was acknowledged before me on the 18<sup>TH</sup> day of FEBRUARY, 2021, by GOBLE CATTLE CO.,

*Melanie A. Davis*

Notary Public, State of Texas  
My Commission Expires: 4-5-2025

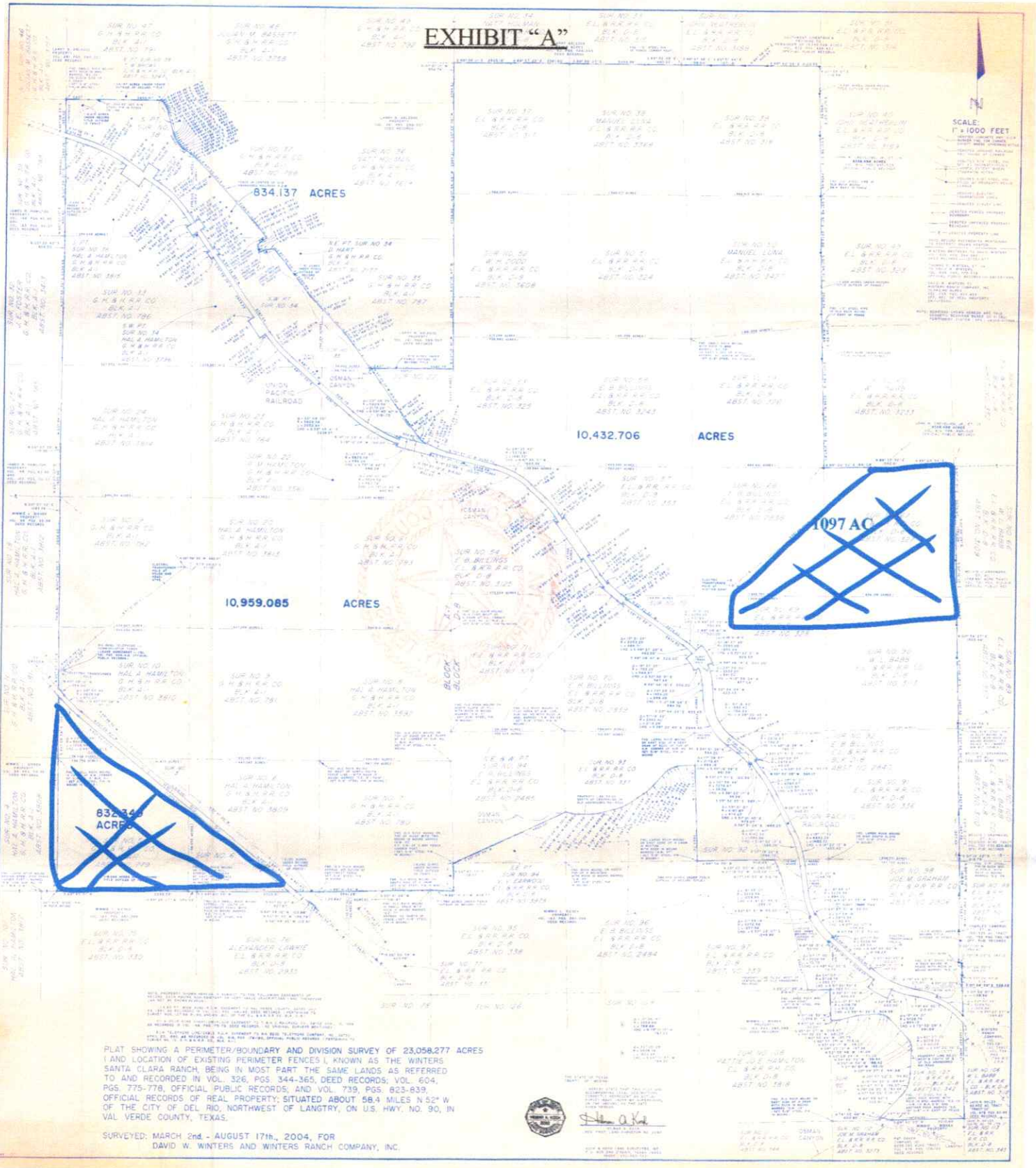
*Melanie A. Davis*

Notary's Printed Name



 = EXCLUDED FROM GRAZING LEASE

### EXHIBIT "A"



PLAT SHOWING A PERIMETER/BOUNDARY AND DIVISION SURVEY OF 23,058.277 ACRES (AND LOCATION OF EXISTING PERIMETER FENCES) KNOWN AS THE WINTERS SANTA CLARA RANCH, BEING IN MOST PART THE SAME LANDS AS REFERRED TO AND RECORDED IN VOL. 326, PGS. 344-365, DEED RECORDS; VOL. 604, PGS. 775-778, OFFICIAL PUBLIC RECORDS; AND VOL. 739, PGS. 623-639, OFFICIAL RECORDS OF REAL PROPERTY, SITUATED ABOUT 58.4 MILES N52° W OF THE CITY OF DEL RIO, NORTHWEST OF LANGTRY, ON U.S. HWY. NO. 90, IN VAL VERDE COUNTY, TEXAS.

SURVEYED: MARCH 2nd - AUGUST 17th, 2004, FOR  
DAVID W. WINTERS AND WINTERS RANCH COMPANY, INC.



*David W. Winters*  
Surveyor  
No. 12345  
State of Texas

00326346

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS  
On: Apr 06, 2021 at 03:13P

Document Number: 00326346  
Receipt# - 161070  
Amount 38.00



Generosa Gracia Ramon  
County Clerk, Val Verde County

By: *Yvonne Avila*  
Yvonne Avila Deputy

STATE OF TEXAS COUNTY OF VAL VERDE

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the OFFICIAL PUBLIC RECORDS of Val Verde County.

Apr 06, 2021 03:13P

Generosa Gracia Ramon  
County Clerk, Val Verde County

By: *Yvonne Avila*