

GRAZING LEASE

STATE OF TEXAS §
 §
COUNTY OF CORYELL §
COUNTY OF HAMILTON §

This Lease Agreement is by and between _____ (herein called “Lessor”) whose address is _____, and Rio Escondido Property Owners’ Association, Inc. (herein called “Lessee”) whose address is 110 CR 250, Burnet, Texas 78611.

WHEREAS, Lessor who is the owner of property in Coryell County, Texas and Hamilton County, Texas, located within the Rio Escondido Subdivision;

WHEREAS, Lessor desires to lease for grazing the property described below so it may obtain an agriculture exemption on its ad valorem taxes;

WHEREAS, in order to accomplish this goal of obtaining the ad valorem agriculture exemption, Lessor is leasing the property described below for cattle grazing; and

NOW, THEREFORE, the Parties hereto, in consideration of the premises and covenants herein set forth, and for other good and valuable consideration, each intending to be legally bound, agree as follows:

AGREEMENTS

Lessor is the owner of that certain tract of land situated in Coryell County, Texas and Hamilton County, Texas, more fully described as:

SURFACE ONLY of _____ acres of land, situated in Coryell County, Texas and/or Hamilton County, Texas, as further described by metes and bounds on the attached Exhibit “A”, incorporated herein for any and all purposes, herein referred to as “Leased Premises”.

In consideration of good and valuable consideration, including the mutual benefits to each Party, the receipt of which is acknowledged by the Parties, Lessor lets and leases to Lessee and Lessee agrees to lease from Lessor the Leased Premises on the following terms and conditions:

1. This lease is for a term of five years (5) years from the date hereof. Either Party can terminate this lease at any time by giving thirty (30) days' notice to the other Party.
2. The Parties agree that the Leased Premises shall be used for agricultural grazing purposes only.
3. Lessee agrees to prevent waste and damage to the Leased Premises and to prevent overgrazing. Lessee shall use commercially reasonable standards of animal husbandry in grazing the Leased Premises.
4. Lessee shall not allow any liens to be placed on the Leased Premises.
5. Lessee accepts the Leased Premises in its present condition "AS IS".
6. Lessee shall have the right to sublease the Leased Premises so long as all the terms and conditions set forth in this lease are set forth in any sublease, and **Lessor acknowledges that Lessee will be subleasing the Leased Premises.**
7. If either Party retains an attorney to enforce this lease, the Party prevailing in litigation is entitled to recover reasonable attorney's fees and other fees and court and other costs.

EFFECTIVE THE 1st day of September 2021.

[Signatures follow on next page.]

LESSOR:

Printed Name: _____

Printed Name: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

CERTIFICATE OF ACKNOWLEDGMENT

This instrument was acknowledged before me on the ____ day of _____,by _____.

Given under my hand and seal of office on this the ____ day of _____ 2020.

Notary Public in and for The State of Texas

LESSEE:

Rio Escondido Property Owners' Association, Inc.

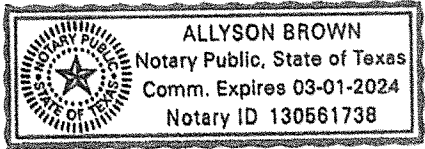
By: *Davy Roberts*
Davy Roberts, President

THE STATE OF TEXAS §
 §
COUNTY OF Coryell §

CERTIFICATE OF ACKNOWLEDGMENT

This instrument was acknowledged before me by Davy Roberts, President of Rio Escondido Property Owners' Association, Inc. in the capacity therein stated and as the act and deed of said company.

Given under my hand and seal of office on this the 15 day of December 2021.



Allyson Brown
Notary Public in and for The State of Texas