

## GRAZING SUBLEASE

STATE OF TEXAS           §  
                                     §  
COUNTY OF COMANCHE   §

This Sublease Agreement is by and between Twisted Creek Ranch Property Owners' Association, Inc. (herein called "Lessor") whose address is P.O. Box 1987, Marble Falls, Texas 78654 and Keith Clemons (herein called "Lessee") whose address is 1089 CR 3930, Lampasas, Texas 76550.

**WHEREAS**, Lessor holds a Grazing Leases over property in Comanche County, Texas, said acreage being located within Twisted Creek Ranch Subdivision; and

**WHEREAS**, Lessor desires to sublease for cattle grazing the property described below;

**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 holder of multiple Grazing Leases from individual landowners covering land situated in Comanche County, Texas, which are all located within Twisted Creek Ranch Subdivision. Lessor will provide to Lessee copies of all Grazing Leases that it holds. All Grazing Leases held by Lessor are being subleased by this Agreement ("Subleased Premises") and Lessee shall have the rights to a Grazing Lease held by Lessor on the date set forth below and any after acquired Grazing Leases obtained by Lessor.

The consideration of this Sublease shall be \$8.00 per head of cattle grazing the property. Calves under 10 months old are not considered cattle for the purposes of this lease. The consideration shall be due and payable on a monthly basis beginning \_\_\_\_\_, 2022 and continuing thereafter on the 1st of each month this Sublease is in effect and other good and valuable consideration, including the mutual benefits to each Party, the receipt of which is acknowledged by the Parties. For this consideration, Lessor lets and subleases to Lessee and Lessee agrees to sublease from Lessor the Subleased Premises on the following terms and conditions:

1. This sublease is for a term of five years (5) years from the date hereof. Either Party can terminate this sublease at any time by giving thirty (30) days' notice to the other Party.

2. The Parties agree that the Subleased Premises shall be used for agricultural grazing purposes only.
3. Lessee agrees to prevent waste and damage to the Subleased Premises and to prevent overgrazing. Lessee shall use commercially reasonable standards of animal husbandry in grazing the Subleased Premises.
4. Lessee shall not remove any perimeter fencing on the property and shall have the duty to repair any fencing damaged by Lessee, or Lessee's agents, tenants or cattle.
5. Lessee shall not allow any liens to be placed on the Subleased Premises.
6. Lessee accepts the Subleased Premises in its present condition "AS IS".
7. Lessee shall only have the right to sublease the Subleased Premises so long as all the terms and conditions set forth in this Sublease are set forth in any sublease and Lessor consents to the same in writing.
8. Lessee shall maintain liability insurance for the Subleased Premises and the conduct of Lessee's business, with Lessor named as an additional insured, in the amount of \$1,000,000.00. Lessee shall deliver to Lessor certificates of insurance within 5 business days of the Effective Date of this Sublease and thereafter when requested by Lessor.
9. Lessor's remedies for Lessee's default are to (a) enter and take possession of the Subleased Premises, after which Lessor may relet the Subleased Premises on behalf of Lessee and receive any consideration directly by reason of the reletting, and Lessee agrees to reimburse Lessor for any expenditures made in order to relet, (b) enter the Subleased Premises and perform Lessee's obligations, and (c) terminate this Sublease by written notice.
10. If either Party retains an attorney to enforce this Sublease, the Party prevailing in litigation is entitled to recover reasonable attorney's fees, court cost and other litigation expenses.
11. Lessee agrees to indemnify, defend, and hold Lessor and Lessor's agents, contractors, employees, licensees, and invitees harmless from any Injury (and any resulting or related claims, actions, losses, liabilities, or reasonable expenses, including attorney's fees and other fees and court costs) or property damages arising out of Lessee's or Lessee's agents, contractors, employees, licensees, and invitees use of the Subleased Premises; however, Lessee shall not

be responsible for any damages to any improvements located upon the Subleased Premises unless the owner of the improvements has taken reasonable steps towards protecting the improvements by installing adequate fencing.

EFFECTIVE THE 10 day of March 2022.

**LESSOR:**

Twisted Creek Ranch Property Owners' Association, Inc.

By: *Davy Roberts*  
Davy Roberts, President

THE STATE OF TEXAS

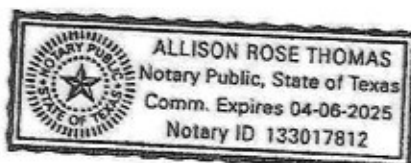
COUNTY OF Comanche

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**CERTIFICATE OF ACKNOWLEDGMENT**

This instrument was acknowledged before me by Davy Roberts, President of Twisted Creek Ranch 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 10 day of March 2022.



*Allison Thomas*  
Notary Public in and for The State of Texas

LESSEE:

By: [Signature]  
Keith Clemons

STATE OF TEXAS

COUNTY OF Comanche

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**CERTIFICATE OF ACKNOWLEDGMENT**

Before me, the undersigned Notary Public, on this day personally appeared Keith Clemons known to me through personal acquaintance or proper identification to be the person whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the instrument for the purposes and considerations therein expressed.

Given under my hand and seal of office on this the 27 day of April 2022.

[Signature]  
Notary Public in and for The State of Texas

