

THE STATE OF TEXAS

COUNTY OF TRAVIS

RECREATION, HUNTING, AND GRAZING LEASE

Contract Number: CON0000741

This Lease Agreement ("Lease") is made and entered into by and between the **Board of Directors for the Texas Juvenile Justice Department, Trustees of the Parrie Haynes Trust**, hereinafter called ("**Lessor**") and **Matt Jones, Solid Rock Ranch, P.O. Box 1291, Franklin, TX 77856**, hereinafter called ("**Lessee**").

WITNESSETH

WHEREAS, Lessor has the sole and exclusive right to the hunting, fishing, recreational, and grazing use of those certain tracts of land hereinafter described; and

WHEREAS, Lessee has applied to Lessor for a lease for hunting, fishing, recreation, and grazing purposes upon said tract of land; and

WHEREAS, Lessor does hereby accept said proposal and agrees to a hunting, fishing, recreation, grazing, and other agricultural lease on the terms and conditions hereinafter set out:

This Lease is for the following described tract of land:

ALL THAT TRACT OR PARCEL OF LAND situated in Milam County, Texas, out of the John Dunlap Survey and being all of the land described as being 151 acres, more or less, and described in a deed from T.L. Mullins and wife to W. A. Haynes dated August 6, 1909, and recorded in Volume 94, Page 92, Deed Records of Milam County.

Lessor does hereby agree to warrant, only insofar as it is authorized by law so to do, to Lessee the possession and control of the above described land for and during the term hereof, subject, however, to the following mutually agreed upon conditions.

1. If, during the lease term or any renewal thereof, Lessor's administration of the leased premises ceases or ends for any reason, this lease shall terminate upon sixty (60) calendar days written notice to Lessee, and Lessor shall adjust or refund rentals accordingly. Otherwise, this lease shall be for a term and period **commencing April 14, 2017, and terminating two years thereafter on April 13, 2019.**

With mutual consent of the parties, this lease may be renewed and extended for two year periods, commencing upon the expiration of the prior Lease term.

2. Renewal and extension shall be accomplished by written amendment, signed by the parties, and appended to this Lease prior to expiration of the Lease term. Lessor may at its option on renewal increase the annual rental based on the percentage change in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, U.S. City Average) published by the United States Department of Labor, Bureau of Labor Statistics, Washington, D.C. 2012 for the period of March of the year prior to the Lease term expiration to March of the year of Lease term expiration. Percent changes shall be rounded to the nearest one tenth of one percent. Failure by the parties to mutually agree upon renewal terms shall extinguish the renewal option.

Lessee is given specific notice that Lessor may desire or require a change in the number of animal units permitted with each renewal of this agreement pursuant to paragraph 5, below.

3. During the term of this Lease, Lessee shall graze or pasture no more than **25** animal units as defined herein. As used herein, the term "animal unit" (AU.) is defined as follows: cow or cow with calf (up to six months old) = 1.00 AU.; bull-mature = 1.25 AU.; calf-weaned to one year = .60 AU.; steer/heifer-one year to two years = .70 AU.; horse-mature = 1.25 AU.; five sheep = 1.00 AU.; five goats = 1.00 AU. Lessee may graze an annual average of 25 animal units per day. At any given time there may be more than 25 animal units, but the average per day shall not exceed 25 animal units.
4. As consideration for the use of the leased premises, Lessee shall pay Lessor as follows: **one thousand, five hundred dollars and zero cents (\$1,500.00)**, payable on the first day of the month commencing the Lease term for each year the Lease is in effect. If that day is a holiday or other day when Lessor's offices are closed, rent is due the next day in which Lessor's offices are open. Such base rental shall allow the Lessee the right to run up to an annual average of **25** animal units upon the leased premises. Payments received by Lessor after the due date shall include an additional 1% of the amount due added to the payment as a late charge. Payments shall be in a lump sum by check payable to Parrie Haynes Trust, c/o Texas Juvenile Justice Department, 11209 Metric Boulevard, Bldg. H, Austin, Texas 78758 (mailing address: P.O. Box 12757, Austin, Texas 78711).
5. Lessor retains the right to adjust the number of animal units permitted upon the premises. Adjustments by Lessor will be based upon recommendations made by the Soil Conservation Service, U.S. Department of Agriculture, and Lessor. Adjustments shall be effective fourteen (14) calendar days after Lessor notifies Lessee of the adjustment.
6. Lessee is entitled to bring his immediate family to the leased premises at any time for the purpose of hunting, fishing, hiking, camping, and other activities generally recognized as recreational in nature.
7. Lessee may bring only one (1) guest to the leased property at any time. Any guest must be accompanied by the Lessee, but no more than four (4) persons may be engaged in hunting at any time.
8. Lessee is solely responsible for their guests and all acts committed by them. Any act committed by a guest shall be deemed to be an act of the Lessee for the purposes of this Lease.
9. Lessee is responsible for preventing any littering of the leased premises. Shell casings shall be picked up and properly disposed of.
10. While on the leased premises, Lessee and his guests may operate vehicles and equipment as needed to perform the functions needed to operate the lease. Gates shall remain closed unless lessee needs to leave a gate open to allow cattle access to different parts of the property or to allow others access to perform needed operations.
11. Lessee agrees that he and all guests will comply with all state and federal game laws.
12. All guests below the age of 18 must be accompanied by Lessee while hunting or using firearms. Lessee shall exercise the highest degree of care in the use of firearms in the vicinity of any buildings on or near the described property.

13. Lessee must respect the property rights of Lessor, and must report any damage to the property immediately to the General Counsel's Office at the Texas Juvenile Justice Department.
14. Lessee shall promptly report the presence of any unauthorized persons on the leased premises to the Lessor.
15. Lessee is to exercise the highest care in order to prevent fires of any kind on the leased premises. Particular care must be taken to put out all cigarettes, matches, or other smoking materials. Lessee shall implement a weed control program satisfactory to Lessor.
16. Lessee shall maintain a log of all game harvested as prescribed by Lessor, and said log shall be made available to Lessor.
17. Lessee does hereby accept the said premises as containing the aggregate number of acres specified above, it being provided, however, that if an actual survey of the premises herein leased is made under the authority of Lessor showing a different number of acres, such difference shall have no effect upon this Lease.
18. Lessee hereby covenants not to make any use of the premises or to permit the same to be used for any purpose other than those specified herein, any such other uses being expressly reserved to the Lessor. Lessee will not sell or carry away or permit to be sold or carried away, from the premises, except from natural causes, any water, shrubs, rocks, sand, gravel, caliche, wood cedar posts, or other similar substance or material without first having obtained the written consent of Lessor.
19. Lessee shall not commit any waste or injury to said premises or improvements thereon during the term of this Lease.
20. Lessee shall be responsible for repair or rebuilding of fences. Lessee agrees that he will keep all improvements on said premises in good condition and that he will keep all fences and water tanks in good condition, and Lessee further agrees that upon the termination of this Lease that all permanent improvements placed thereon, or that were thereon at the time of the execution of this Lease, shall remain and become the property of Lessor, except as provided by paragraph 28, below. At the expiration of this Lease, Lessee shall promptly and peaceably vacate the whole of said premises, removing all livestock of every character and description therefrom, and surrender possession of same to Lessor in its original condition, reasonable wear and tear excepted.
21. It is further agreed that this Lease is made and accepted subject to any and all easements and rights-of-way on, over, or across said lands which have heretofore or which may hereafter be granted by Lessor.
22. It is agreed and understood by and between Lessor and Lessee that the land covered by this Lease is subject to development and prospecting for oil, gas, or other minerals. If oil, gas, or other minerals should be discovered and produced upon any portion of the land involved in this Lease, then this Lease may be canceled by either party to the extent of the land necessary to the proper development and production of said oil, gas, or other minerals. Should the rental rate be reduced because of acreage being in oil or gas field areas or involved in the exploration and development of other minerals, Lessee shall not collect any damages to the grass or land due to oil, gas, or other mineral operations on the area on which rental is so reduced. This provision shall not affect Lessee's right to collect damages for the loss or injuries to livestock due to negligence in such oil, gas, or other mineral operations.

23. Lessee shall allow Lessor and its duly authorized representatives and other permittees the right of ingress and egress.
24. Lessee agrees to indemnify and hold Lessor harmless from and against any claims of any character of all persons whomsoever which result directly or indirectly from the use by Lessee of the premises covered by this Lease. By executing this Lease, Lessee agrees to indemnify the State of Texas, the Board of Directors for the Texas Juvenile Justice Department, the Texas Juvenile Justice Department, the Parrie Haynes Estate, any surface Lessee, and the representatives, officers, agents, and employees of these persons or entities, as well as any other person, of and from any loss and liability, damage, or injury to person or property, resulting from and incident to any operations conducted on the premises of Lessor during the term of this Lease, whether occasioned by negligence or not. Lessee agrees to immediately reimburse the owner thereof for the loss of or damages to the livestock, buildings, grass, or other property that has been damaged by the conduct of Lessee, whether negligent or not.
25. Violation of any of the terms and conditions of this Lease by the Lessee shall be grounds for the cancellation and termination by Lessor, at its option, but failure on the part of the Lessor to exercise said option to cancel and terminate this Lease shall not be construed as a waiver of Lessor's rights to cancel and terminate said Lease for any subsequent violation of any of the terms and conditions hereof. Suit may be brought for the purpose of enforcing any of the provisions of this Lease in any court of Travis County, Texas, having jurisdiction of the subject matter. The law of the State of Texas shall apply.
26. Lessee shall not assign this Lease nor sublet the leased premises or any interest herein without first obtaining the written consent of Lessor. Consent by Lessor to one assignment or subletting shall not be deemed to be consent to any subsequent assignment or subletting. An assignment or subletting by such operation of law shall be void, and shall, at the option of the Lessor, terminate this Lease.
27. Except for the hunting, fishing, recreation, grazing, and other agricultural rights herein specifically granted to Lessee, all other rights and the use and possession of the leased premises are specifically reserved by Lessor, including, but not limited to, the use of the premises for the drilling of wells for oil, gas, and other minerals, and for all operations and erection of all facilities incident thereto, and for all other purposes except those expressly granted herein to Lessee. Lessor further reserves the right to share with Lessee in the use of all streams, rivers, ponds, or tanks on the leased premises. Lessee may with the written consent of Lessor construct or erect buildings, sheds, roads, or other improvements at Lessee's own cost. At the termination of this Lease, Lessee may remove buildings or other improvements, provided that Lessee restore the area to its original condition and that the improvements were erected or constructed pursuant to this section.
28. This Lease contains the whole agreement between the parties except as may be modified by written amendment appended hereto.
29. The parties represent and warrant that the individual signing this Lease is authorized to sign this document on behalf of their party and bind their party under the terms and conditions of this Lease.

IN WITNESS WHEREOF, the parties hereto have made and executed this Lease as of the day and year last below written.

Lessor, the Board of Directors
of the Texas Juvenile Justice Department,
as Trustees of the Parrie Haynes Trust




By: _____

Scott W. Fisher
Board Chairman
As Trustee of the Parrie Haynes Trust

Date: April 12, 2017

Lessee, Matt Jones
Solid Rock Ranch
P.O. Box 1291
Franklin, TX 77856



Matt Jones

Date: April 12, 2017