

GRAZING LEASE AGREEMENT

STATE OF TEXAS

COUNTY OF GILLESPIE

This grazing lease agreement is made and entered into as of the 22nd day of December 2018 by and between the Eagles Crest Homeowners' Association (HOA), as Lessor and Ricky Frantzen, as Lessee.

Lessor, for and in consideration of lease terms as noted on Attachment B, hereby lease to Lessee the referenced premises located in Gillespie County, Texas and described as per map of the Eagles Crest HOA subdivision (as noted in Attachment A).

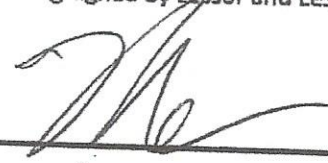
All other terms of this grazing lease are included in Attachment B

Lessee shall not assign, sublease or permit third parties to occupy or use any portion of the leased premises during the term of the lease without the written consent of Lessor.

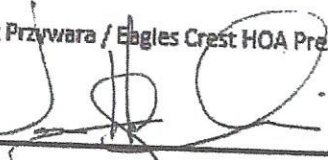
This lease may be amended only an instrument in writing signed by Lessor and Lessee.



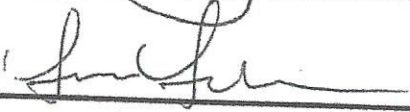
Ricky Frantzen



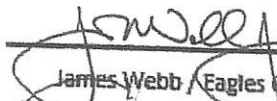
Mark Przywara / Eagles Crest HOA President 11/22/18



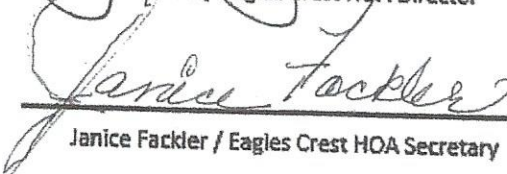
Jon Holzheimer / Eagles Crest HOA Director



Frank Fileccia / Eagles Crest HOA Director



James Webb / Eagles Crest HOA Director

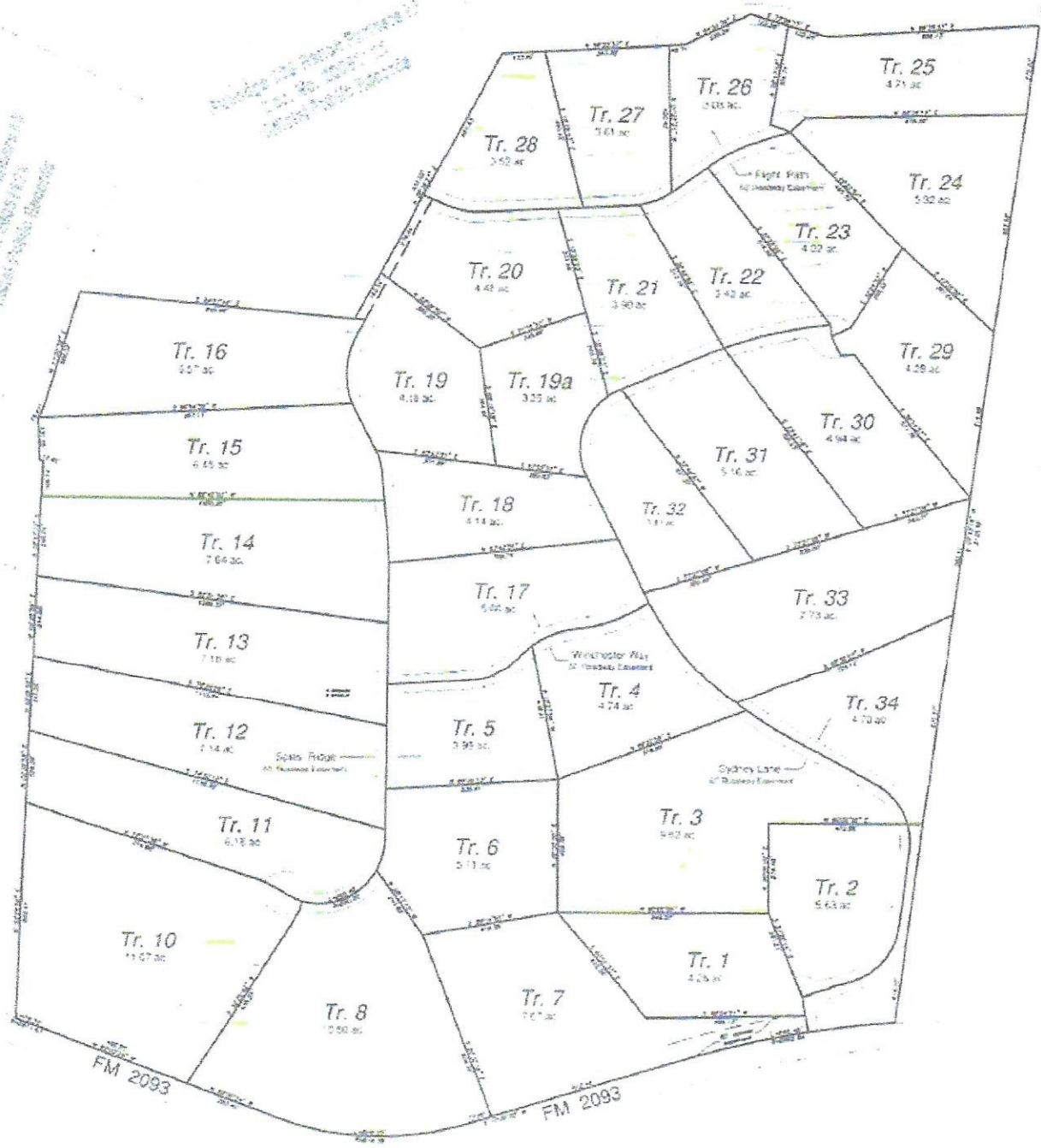


Janice Fackler / Eagles Crest HOA Secretary

ATTACHMENT "A"

EAGLES CREST

Sheet 1 - 2003 1/2 Acre
Map No. 20030121
Cadastral Photo Records



Grazing Lease Bullet List

3 of 3

- Lease between Ricky Frantzen (Rancher) and Fredericksburg Eagles Crest HOA (HOA)
 - Two-year lease extending from 1/1/2019 thru 12/31/2020
 - Renewable for additional two-year term at any time
 - Cancellable by either party without cause with 90-day written notice
- Lease fee to be \$10 per year
- Rancher agrees to run a maximum of 50 sheep at any one time on HOA lands for at least 8 months a calendar year
 - Minimum livestock population to be 40 sheep for same period
 - Rancher has option to run his livestock on HOA lands for up to 12 months per year
 - Exception – for initial year (i.e. 2019), it is agreed that rancher will not put his livestock on HOA property until at least March 15, 2019 to allow property to “rest” after present livestock population is removed
- The HOA requires that there be a Farm & Ranch (FRO) liability policy in place
 - If rancher has FRO policy already in place, HOA needs to be named as additional insured in the policy and copy of same to be given to HOA
 - If rancher does not have FRO policy, HOA agrees to reimburse rancher for getting the appropriate policy to provide appropriate insured coverage as to HOA livestock population
- HOA will provide water via water well on Lot 33
 - This is 24/7 water access / HOA will be responsible for all costs associated with water well / source (electricity, repairs, etc.)
 - HOA will also provide access to water pond / tank located on the back side of Lot 33
- Rancher is responsible for maintaining the health of the livestock being grazed on HOA lands
 - In cases of livestock illness and/or death, rancher is responsible for removing said animals from HOA property in a timely fashion (ideally within 24 hours of observation or notification)
- Rancher and HOA will coordinate as needed as to any and all issues related to the livestock grazing on HOA lands including but not limited to location and placement of pens, additional water lines, water troughs, etc.
- **HOA contact information:**

Fredericksburg Eagles Crest HOA
412 South Adams Street PMB #1108
Fredericksburg, Tx 78624
Mark Przywara (HOA President): 832-418-3409

- **Rancher contact information:**

Ricky Frantzen
P.O. Box 1744
Fredericksburg, Tx 78624
Cell: 830-992-0089