

Tim Wright

From: sha marcus <marcussha@live.com>  
Sent: Sunday, January 31, 2021 6:13 AM  
To: Tim Wright  
Subject: hunting lease

I did not take the 500.00 off the lease as its not an annual thing. Just subtract the 500 and I'll know why.

## HUNTING LEASE

This Hunting Lease is entered into on this 1st day of February, 2021, between ShaMark Smith #2 LP (hereinafter "Landlord"), with an address of 6209 CR 270, Cameron, Texas 76520, and TIM WRIGHT, SHAWN SMITH, DON SMITH, and BOB ELSKE (hereinafter "Tenant"), with an addresses of

SEE FINAL PAGE

This Hunting Lease provides Tenant a license to enter onto the real property described as Approx. 900 acres off FM 2027 and County Roads, 2027 and 271 and CR 2027 and 270, Cameron, Texas 76520 (hereinafter "the Property"), for the sole purpose to do the following: Hunting deer, hogs, dove, etc... (wild game), and all acts normally incidental thereto. This license to use the Property shall begin on February 05, 2021, and shall terminate when Tenant gives Landlord 6 months advance notice that they no longer plan to lease the said referenced property. This license grants Tenant, up to four (4) hunters but not to exceed four (4) hunters on lease property and not at any one time, and those persons only (collectively "Tenant"), the use of the Property as described above. This Lease grants no other interest in the Property other than the license specifically granted herewith. z

In consideration of the grant of license from Landlord to Tenant as set forth herein. Tenant agrees to pay Landlord, rent of \$12,600 for the entire period, which rent shall be due in two payments, one in February 5, 2021 and the second in July 5th. The payment being \$12,600. IF TENANT FAILS TO PAY RENT IN A TIMELY FASHION AS SHOWN ABOVE, TENANT'S RIGHTS HEREUNDER ARE EXPRESSLY EXTINGUISHED, AND LANDLORD MAY RELET THE PROPERTY WITHOUT ANY FURTHER NOTICE TO TENANT, AND LANDLORD MAY KEEP TENANT FROM ENTERING ONTO THE PROPERTY USING ANY LEGAL MEANS NECESSARY.

Tenant agrees to comply with the following conditions and restrictions pertaining to Tenant's use of the Property. Tenant acknowledges that the conditions and restrictions set forth herein are vital to the safety and well-being of Tenant, other allowed users of the Property, adjoining landowners and users, and the fish and game and ecology of the Property, and that failure to follow the conditions and restrictions herein will or may cause a dangerous, unsafe and environmentally destructive condition. Tenant agrees that a violation of the following restrictions shall allow Landlord, in Landlord's discretion, to immediately terminate Tenant's license as set forth herein, and to remove Tenant from the Property. Based on same, in addition to all other terms of this Lease, Tenant agrees to the following twelve conditions:

1. To obey all laws, regulations, licensing requirements, rules, and ordinances, (collectively "Laws") including all Laws pertaining to the taking of fish and game, and of the use of public and private lands, of the County of Milam, State of Texas, and of the United States Department of the Interior.
2. To not create, or to allow the creation of, a nuisance, or allow any waste, injury, or destruction to the Property and all items on the Property, except for the taking of fish and game, and normal camping and uses incident thereto as allowed by Law.
3. To not use, or allow the use of, the Property for any purpose other than set forth in the use declaration above.
4. To remove all litter, trash, debris, and other materials from the Property before they leave premises.
5. To not construct any improvement, blind, stand, cover, or other like item of a permanent nature, without Landlord's written permission therefore.
6. To not allow any person other than specifically set forth herein to hunt, fish, camp, or otherwise use the Property.
7. To not alter, or allow the alteration of any part of the Property, or any improvements on the Property.
8. To not allow the discharge of any firearm or other weapon, such that the projectile will cross any boundary of the Property, and to not cross the boundary of the Property with any loaded firearm.
9. To track and to retrieve all wounded game, and to field-dress all game where the game falls.
10. To not disturb, harass, shoot, or otherwise harm any livestock maintained on the Property.
11. To leave all fences and gates as found in their then condition, open if found open and closed if found closed, to enter the Property only through those gates as instructed by Landlord, and to not place any locks on gates and fences not expressly approved by Landlord.

12. Where applicable, to drive only on established paths and roads, and to not drive over fields and/or rangeland. Tenant's will be responsible and liable for any/all actions of guests while on the property. This will include any/all damages and/or accidents, and liability of any and every kind whatsoever. Tenant's will also assume all responsibility and liability for any/all damages or accidents and liability of any and every kind whatsoever for themselves and children brought on the property.

Tenant agrees to indemnify and hold Landlord harmless from all actions, claims, judgments, lawsuits and cross or counter claims, whether brought by Tenant, any persons affiliated with Tenant, or any third parties, resulting from Tenant's license and use of the Property, including Landlord's costs of suit and attorney's fees.

In the event Tenant makes any alterations or places any additions on the Property, any such alterations and/or additions shall become the property of Landlord and shall be deemed attached to the land. Tenant shall remove any alterations and/or additions made without the express written consent of Landlord if so requested by Landlord.

This license is not assignable, and any purported assignment without Landlord's consent is without force and effect, shall be null and void, and shall not operate to create any rights in any purported assignee in and to the Property. However, Landlord shall not unreasonably withhold consent to any assignment if such proposed assignment is based upon Tenant's inability to use this license due to illness or other problems which would defeat Tenant's use of this license. However, nothing herein shall allow Tenant to assign or resell this license for a profit. Landlord's consent to any assignment is expressly contingent on Tenant assigning and paying to Landlord any payment and compensation received by Tenant from any assignee of this license.

Tenant expressly acknowledges that Tenant's use of the Property is non-exclusive with respect to the grazing of livestock, agricultural use, and other non-hunting and/or fishing uses by Landlord or any party affiliated with Landlord. Tenant agrees to not impair, destroy, threaten, or injure such other uses.

This Lease creates no rights into any sub-surface minerals, ground water, materials or deposits. Tenant expressly agrees Tenant will not engage in any mining, extraction, withdrawal, or other removal of any sub-surface materials whatsoever.

Landlord may enter onto the Property for normal maintenance and repairs, for Landlord's own use, and for purpose of inspecting the Property to insure Tenant's compliance with the terms and condition of this Lease.

Landlord expressly disclaims any warranty of fitness or merchantability with respect to the Property, and Tenant takes the Property AS-IS, with all faults, dangerous conditions, and attributes, whether known to Landlord and/or Tenant or not. Landlord makes no warranty that during the term of this Lease, there exists any game, fish, or fowl on the Property for hunting purposes.

The Property consists of mostly undeveloped and untamed land, including but not limited to possible brush, boulders, watersheds, flood zones, flammable material, ravines, caves, holes, rivers, poisonous animals and insects, bats, and other wild animals, all of which may be dangerous, harmful or fatal to humans and to property. Tenant's acknowledge such potentially dangerous conditions, assumes all risk and liability associated with same, and agrees that Landlord will have no liability whatsoever with respect to any illness, injury, death or destruction to Tenant or Tenant's property, nor any/guest which tenant's may bring onto property. Tenant's acknowledge that although Landlord may have a greater knowledge of the Property than Tenant's, that it is impracticable and impossible for Landlord to list and/or to physically show Tenant each and every possible hazard on the Property which is unknown to Tenant's, and Tenant's enters onto the Property despite same and at Tenant's own risk and without liability to Landlord.

In the event of a default of this Lease by Tenant, in addition to any other remedies allowed by Law, Landlord may (i) re-enter the Property, (ii) eject Tenant's from the Property, (iii) relet the Property for benefit of Tenant and to obtain rent directly from any new licensees resulting from such reletting, (iv) terminate this lease, (v) sue Tenant's for any deficiency in the payment of rent and/or for any injury or damage to the Property, (vi) retain Tenant's security deposit in an amount to compensate Landlord for the breach and (vi) resort to self help and to change locks, remove Tenants from the Property, and to deprive Tenant of access to the Property by any other means.

In the event either Landlord or Tenant files any suit or other legal proceeding against the other to compel compliance with any term(s) of this Lease, to prevent or stop a breach of this Lease, to obtain a judicial interpretation of the terms of the Lease, or for any other reason, the prevailing party in such suit or proceeding shall be entitled, in addition to its damages and costs of suit, reasonable legal fees as determined by the court.

Any suit, action or legal proceeding shall be maintained in Milam County, Texas. This Lease, and all rights and obligations resulting therefrom, shall be interpreted and determined under the laws of Texas.

This Lease constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous written and/or oral agreements pertaining to the license created herein. Any modification, alteration, or supplement to this Lease shall, to be effective, be in writing and signed both parties. Any writings and/or notices shall be delivered to Landlord and Tenant, first class mail with postage prepaid, at the respective addresses set forth above, or such other address as each party may, from time to time, instruct the other party in writing.

Tenant agrees to discuss with the Milam County Biologist annually to decide how many does and how many bucks can be killed that year. Tenant agrees to abide by the Biologist decision.

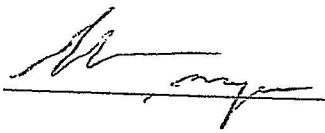
ShaMark Smith #2 LP requires a nonrefundable deposit of 300.00 dollars and no cents for use of electricity. Tenant's will assume responsibility of the electricity used by tenant's. Electric bills will be payable to ShaMark Smith #2 LP on the 1<sup>st</sup> of every month. ShaMark Smith #2 LP agrees to provide Tenant's with electric bill.

This Lease is effective on the date first written above.

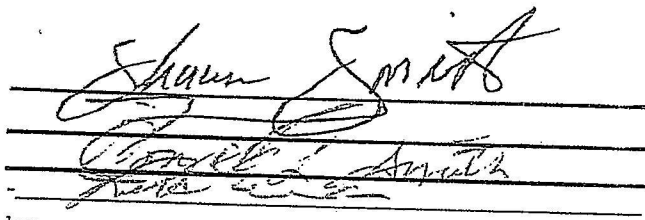
**Landlord:**

**ShaMark Smith #2 LP**

**Tenant:**



by: Sharon Marcus, manager



by:

SHAWN SMITH  
11417 E. CONNIE LN.  
MONTGOMERY, TX. 77316  
936.522.6145  
SSMITH @ KEATING @NISSAN.COM

---

TIM WRIGHT  
2123 Barton Woods Blvd.  
Larroe Tx 77301  
713-825-9745  
twright @ Keatinghonda.com

---

DONALD L. SMITH  
April Wind Dr. South  
Montgomery TX 77354  
936-203-7010  
dlshfdret @ yahoo.com

---

Bob Gelske  
18866 Mystic Point  
Montgomery TX 77353  
713-443-7896  
BGEISKE @ hotmail.com