

**AGREEMENT FOR LEASE OF PROPERTIES**

WHEREAS, the undersigned is an owner of that certain 656.5 acre tract of land, situated in Gillespie County, Texas, being part of the August V. Schott Survey No. 231, Abstract No. 641, plus .291 acre acquired from Parker to rectify fence line discrepancy, totaling 656.791 acreage, hereinafter described or referred to as "The Property"; and

WHEREAS, the property in the past has been eligible for and received special use valuation as qualified open-space land for ad valorem tax purposes; and

WHEREAS, the owners wish to continue the designation of the property as qualified open-space land; and

WHEREAS, without the agreement of the owners it is impossible to maintain the qualified open-space land designation without the erection of fences to restrain livestock upon each of their separately owned tracts of land; and

WHEREAS, a reciprocal agreement to insure the use of the property for agricultural use is in the best interest of all owners; and

WHEREAS, all owners are members of the incorporated organization known as the "Willow City Ranch Home Owner's Association, Inc.", hereinafter referred to as the "Association".

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENT, each of the undersigned property owners for and in consideration of the sum of ONE AND NO/100 (\$1.00) DOLLARS, and the mutual covenants contained herein, does agree to enter into a lease of their tract out of The Property to the Association. The lease shall be limited to the use of The Property for livestock grazing and pasturage, and the number of livestock to be grazed shall not exceed one animal unit per twenty acres except when pastures have been improved. The use of the land shall otherwise be in conformance with good practices of land stewardship and animal husbandry. The Association shall be authorized to enter into subleases with third parties for the grazing of the property upon the same terms and conditions. The agricultural lease with the Association shall be for a term of one year, and the sublease shall be for a term not exceeding the term of the primary lease.

Each property owner may except from the lease agreement any portion of their tract provided the excepted portion is enclosed by a fence, which is sufficient to restrain livestock from entering the excepted portion. The property owner shall bear all cost of construction and maintenance of the fence.

In the event any land owner shall elect not to renew the agricultural lease with the Association upon the lease's termination, the land owner electing not to renew the lease shall (1) enclose the land owner's tract with a fence sufficient to restrain livestock from entering onto the property of the owner or (2) elect not to construct the required fence but shall waive any objection to livestock which are owned by third party subleases of the Association roaming or trespassing on the property of owner and agrees to allow the livestock to roam at large upon owner's tract.

All owners of tracts composing a part of The Property agree to maintain and keep in good repair all existing perimeter fencing on their tract, which forms the boundary between The Property and the parcels of land owned by individuals, which are adjacent to the tract. This provision shall not abrogate existing agreements between tract owners and adjacent landowners for cooperation or mutual maintenance of common boundary line fences.

In addition to the agreements contained herein, the parties hereto express their intent to authorize the Willow City Ranch Homeowner's Association, Inc. to act upon their behalf in other matters pertaining to the cattle lease upon which they have given their prior unanimous consent.

Approved and Agreed:

# OF ACRES OWNED 65.67

# OF ACRES TO BE INCLUDED IN THE 2024/2025 LEASE 65.42

DATED: 8-11-24

  
PROPERTY OWNER SIGNATURE

DATED: \_\_\_\_\_

PROPERTY OWNER SIGNATURE