## LEASE AGREEMENT

## STATE OF TEXAS

## COUNTY OF MILAM

This is an Agreement of lease make and entered into on the 1<sup>st</sup> day of March, 2022, by and between ShaMark Smith #2 Limited Partnership, hereinafter called "Lessor", and Justin Giles Tucker hereinafter called "Lessee," and agree as follows:

In consideration of the covenants and agreements herein set forth, and other good and valuable consideration, Lessee does hereby lease from Lessor the property owned by Lessor which is approximately 692 acres of land situated in Milam County, Texas.

I.

The term of this lease shall be for the period of 3 years, commencing on the \_1<sup>st</sup> day of March 2022, and ending on March 1, 2025, and is for grazing of livestock and hay production.

Π.

As consideration for leasing the property described above, Lessee agrees to pay as rent to Lessor, ShaMark Smith #2 Limited Partnership, at 6209 CR 270 Cameron, Texas, 76520 the sum of \$30.00 per acre for each year totaling \$20,760.00.

1) The yearly payment shall be due and payable on or before March 1st of the lease year.

III.

Lessor shall pay all taxes on said property as taxes that shall become due and Lessee shall be responsible for any taxes that shall be levied on all agricultural production Lessee has initialed or equipment that he shall place on said premises.

IV.

This agreement, the terms and conditions herein contained, shall be binding upon and inure to the benefit of the Lessors, their successors and assigns, and shall be binding upon and inure to the benefit of the Lessee, his heirs, executors, assigns and administrators with the same force and effect as if specifically mentioned in each instance where a party is named.

This lease does not cover water rights nor hunting rights. Lessee may utilize any farm or ranch chemicals used to control weeds, grasses, insects and mesquite. Lessee also agrees to hold Lessor harmless for any accident or injury which may occur on said premises.

VII.

Lessor agrees to spray for mesquite and weeds annually. Lessee shall give six (6) months notice prior to relinquishing and or terminating this lease. Lessee shall keep all fences in good working order. Lessee shall keep any/all hay pastures fertilized and sprayed for weeds and disked to keep land smooth.

VIII.

Lessee agrees to control erosion. Lessee shall not dump toxic chemicals on land.

IX.

Lease payment and notice required hereunder shall be sent to Lessors or Lessee at the following address:

**Justin Giles Tucker** 

1305 E 17th

Cameron, Texas 76520

Lessee

ShaMark Smith #2 Limited Partnership

ShaMark Smith Management Co., LLC

General Manager

By Sharon Marcus, Manager

Lessor