

**M-BAR RANCH, QUAIL HUNTING LICENSE
ECTOR & ANDREWS COUNTIES, TEXAS**

WHEREAS, Schuyler Wight leases the surface of approximately 9087 acres of land, known as the M-BAR Ranch, northwest of Odessa, from M-Bar Land, L. P., for grazing and recreational purposes.

AND WHEREAS, Schuyler Wight and Eben D. Warner, III, license individuals to hunt quail on said property, using shotguns only, shooting ammunition legal for quail hunting, subject to all of the terms and conditions set out in this agreement, which terms and conditions include the following, to-wit:

A. All parties agree that bird hunting is a recreational use of the property that is specifically covered by §75.002 of the Texas Civil Practice and Remedies Code, which limits the liability of landowners, lessees, sublessees, their agents and employees.

B. All parties understand that the lease or license with the landowner specifically prohibits rifles or pistols on the premises.

C. All parties agree to follow the rules and conditions of the use of M-BAR RANCH as set out herein and to follow additional rules that may be provided to you in writing.

D. Schuyler Wight and Eben D. Warner, III, are sometimes hereinafter referred to as "LICENSOR" and the hunter is sometimes hereinafter referred to as "LICENSEE."

NOW, THEREFORE, Schuyler Wight and Eben D. Warner, III, license the undersigned to hunt quail on the M-BAR RANCH during the quail season established by the Texas Parks and Wildlife Agency, **SUBJECT TO THE TERMS OF THIS AGREEMENT**. Access to the property will begin 30 days prior to the season opening and will extend 14 days after the closing day, unless the LICENSEE has made arrangements to be on the property at other times for the purpose of filling quail feeders or waterers.

A. PURPOSE OF LICENSE: This License shall be for hunting quail during the quail season established by the Texas Parks and Wildlife Agency.

B. TYPE OF QUAIL HUNTING ALLOWED: The parties hereto intend for the quail hunting to be exclusively behind bird dogs, either on foot, or on foot after locating the birds while following dogs in a UTV (across the pasture) or a vehicle being driven on the roads, then dismounting from the UTV or vehicle and working the birds on foot. "Circle hunting" under any name, is not allowed. The intent is to provide a reasonable population of quail in order to work the bird dogs. Shooting groups of quail on the ground, "skillet shooting" the birds, is prohibited.

LICENSOR encourages LICENSEES to propose additional reasonable rules which may be added to this agreement to protect the quail population. Examples of such rules are: Stopping shooting at a specified time before sunset to allow birds to "covey up," establishing lower limits, limiting the total number of birds taken from a covey at one time, and shooting only "pointed" birds.

C. AREA COVERED: This License shall cover all of the M-BAR RANCH, as shown on Exhibit "A", with the exception of the Ranch-House Area and any areas shown on signs or on the map you will be provided, as "No Hunting" areas.

_____(___/___/___)

D. OFF-ROAD DRIVING: Licensees are permitted to drive off-road on the licensed premises in vehicles equipped with round-sided, low-pressure tires. Avoid creating roads or trails. Do not drive in the same tracks unless that is your only option. Examples of vehicles which are allowed are Polaris Rangers and Kawasaki Mules. Other vehicles must be approved by licensor and all off-road vehicles must be listed on page four (4) of this agreement. Driving off-road in vehicles with high-pressure, straight-sided tires, like pick-ups or Jeeps, is prohibited. Each Licensee and his guests may hunt from only one (1) vehicle at any given time.

E. FUTURE WIND FARM ACTIVITY: M-Bar Land, L. P. had purchased this property to use as a wind farm, and all or part of it may be used for such purpose in the future. If development begins for a wind farm, hunting on all or part of the ranch may be terminated. In such event, fees paid will be prorated based upon the length of time and the size of the area on which hunting is lost, prorated over the term of the quail hunting season during which access for hunting was denied, and not over the calender year or the length of time Licensee was entitled to have access to the property.

F. LICENSE NON-EXCLUSIVE: This License is non-exclusive. Other Licensees will have licenses to use this property. The number of Licenses will, however, be limited. This number may change from year to year.

G. FEEDERS AND SHOOTING AROUND FEEDERS: Licensors and some Licensees, plan to put quail feeders or waterers on the ranch. Do not shoot birds at any feeder, or within 50 yards of any feeder. Notify Eben D. Warner, III, before putting out feeders and provide a map of proposed feeder locations. (Some dove hunting, limited to a specific windmill, may be allowed, BY PERMIT, so knowing of the existence of and location of feeders is critical to avoid violating game laws concerning migratory birds. DOVE HUNTING IS BY PERMIT ONLY.

H. BAITING: Do not bait roads or areas within 50 yards of roads. At least ten (10) days prior to any baiting, notify Eben D. Warner, III, in writing and get written permission describing the areas to be baited. Under no conditions can quail be shot in the baited area.

I. GAME LAWS: You and all persons in your party are to follow all state and federal game laws. You must show the contents of your bag to Licensor upon request.

J. PERSONAL I.D. /PERMIT CARDS: Each Lessee will receive one personal I.D./ permit card and one vehicle identification card. The permit card authorizes access to the ranch **only** to the person named on the card and his guests. The permit card may not be loaned, or transferred. Lessee should have the permit card in his possession while on the ranch, and must show it to Lessor or Ranch Employees upon request.

K. VEHICLE IDENTIFICATION TAGS: Each Lessee will receive one vehicle identification tag. This tag allows Lessor and ranch employees to identify persons with authority to be on the ranch. This tag should be openly displayed at all times you are on the ranch. For cars or pick-ups, by hanging it from your rear view mirror inside the vehicle so that it is clearly visible. For UTVs, by securely attaching it in plain sight near the top of the Driver's door.

L. GUESTS: Guests are not allowed **UNLESS** they are with a LICENSEE. There is a limit of four (4) persons, including the Licensee, in any party. **The host licensee and all guests**

_____ (____/____/____)

must hunt together in the same party using only one vehicle. Multiple licensees may hunt together if they desire. Each lessee assumes responsibility for his guests or family members and all acts committed by them. All acts of guests or family members shall be deemed to be the acts of lessee.

M. LICENSEE MUST BE PRESENT. No one is to use the license unless the licensee is present.

N. SIGNING IN and SIGNING OUT: All adults in the party, including licensee, family & guests must sign in at the designated mailboxes, containing sign-in books, which are at all entrances. Every adult in the party must sign in. Signing in acknowledges and renews the release on the reverse of each sign-in sheet. Hunters may, but are not required to sign out, and you may sign out at a location other than where you signed in.

O. RELEASE OF LIABILITY: In consideration of the rights granted by this LICENSE, the undersigned licensee releases LICENSORS and the ranch owner, their staff and employees, from any and all liability or responsibility for accidents, injury or damages of any kind while on the ranch, said release in behalf of himself, his heirs, administrators and executors. This release is in addition to the statutory limitation on liability for allowing the land to be used for recreational uses, being §75.002 of the Texas Civil Practice and Remedies Code.

P. DAMAGE: Any damage to persons or property must be reported immediately to the LICENSORS. This includes damage to Lessees as well as to ranch property. Damage in the nature of release of or injury to livestock must also be reported to LICENSOR or ranch employees. Each Licensee is responsible for damages caused by him and by any family members or guests who are on the ranch under his license.

Q. RESPECT RIGHTS OF OTHER HUNTERS: This LICENSE is for the benefit of all of the Lessees. Always be courteous. Do not join other hunters unless they invite you to do so or unless they agree that you may join them after a courteous request.

R. LITTER: TAKE EVERYTHING OUT THAT YOU BROUGHT IN!

- 1) *Pick up all hulls and trash whenever possible, especially at water holes and on roads.*
- 2) *Do not clean game around water. If you do clean game on the ranch, dispose of all parts of the game outside of the ranch boundaries!*
- 3) *Lessees are responsible for the litter and hulls of their guests.*

S. MISCELLANEOUS: This is a working ranch, avoid ranching operation in progress.

T. GATES: Leave gates as you found them. If open, leave open; if closed, be sure to close it securely after you go through, **at the time you go through**, do not leave this for later.

U. WATER: Do not disturb windmills, pumps, water troughs, ponds or other water sources. **Leave windmills, pumps, water troughs, ponds, etc. as you found them.**

V. HUNTING DOGS: Only trained dogs are allowed. Control dogs around livestock.

W. FIRE HAZARDS: Exercise care to prevent fires. Be sure cigarettes and matches are cold. Dispose of cigarettes in your vehicle, or, if in the field away from the vehicle, **shred** the smoking material.

X. ACCESS WHEN MUDDY: Do not drive when you are leaving tracks and damaging roads or pasture. In other words, use common sense.

Y. CHANGES: Changes in the rules will be effective on the second day after mailing.

_____ (___ / ___ / ___)

Z. BREACH OF LICENSE OR RULES: Breach of any of the conditions or terms of the license or the rules of conduct may, at LICENSOR'S option, result in the permit card, vehicle identification card and all rights under the license being forfeited. IN SUCH EVENT, THERE WILL BE NO REFUND OF MONIES PAID. Refusal to identify yourself or to present your card upon request are breaches of the license.

AA. Licensee agrees not to lease or license said property from the owner, directly or indirectly, for three years unless agreed to in writing with Licensee. Licensee agrees that a breach of this promise is subject to damages and injunctive relief.

BB. THIS LICENSE IS NOT TRANSFERABLE.

CC. FILLING FEEDERS IN THE OFF SEASON: If checked, Licensee has put out, or intends to put out quail feeders and/or waterers; has provided Licensor with a map of proposed sites for said feeders and waterers, and will be given written permission to access the ranch to fill these devices as necessary throughout the term of his lease, even during times when quail are not in season, such access still under these same terms and conditions.

DD. SPECIFIC TERM: This license is for the quail season for year ending _____.

LICENSOR, By: Eben D. Warner, III _____ DATE: ____/____/____
508 N. Jackson, Odessa, TX 79761 Office (432) 332-6955 Cell (432) 553-4008
Home (432) 366-4292 Area (800) 750-6955 Fax (432) 332-0536
E-mail: warners@netwest.com Website: www.warnerhuntingleases.com

-----please fill out all applicable blanks below this line-----

LICENSEE INFORMATION & SIGNATURE
(Items with an (*) are required, if available.)

A)* LICENSEE: _____
Print Name

B)* ADDRESS: _____
Physical Address of () Home () Work () P.O. Box. Mail will be sent to this address unless we are notified of an address change.

C)* Phone (home) _____ (work) _____
(cell) _____

D) * E-Mail, _____

E) Other: _____

I HAVE READ THIS LICENSE AND UNDERSTAND AND ACCEPT ITS TERMS, INCLUDING THE LIMITATIONS ON LIABILITY.

E)* Signature _____ DATE: ____/____/____

Sign or Initial All Pages

Page 5 of 6

LIST OF HUNTERS:

**LICENSOR/HUNTER’S LIABILITY RELEASE
AND INDEMNIFICATION AGREEMENT
REGARDING THE M-BAR RANCH,**

Licensee, the undersigned hunter, understands and acknowledges that the land which is covered by this hunting license is owned by M-Bar Land, L. P. The surface is licensed by the owner to Schuyler Wight, who, together with Eben D. Warner, III, are the Licensors who are licensing the hunting rights described in the License Agreement to the Licensee.

Pursuant to the terms of the agreements among such parties, the undersigned Licensor/Hunter has acquired limited hunting rights on the M-BAR Ranch, which rights are described in the Hunting License Agreement. As a part of the consideration for Licensor being allowed to exercise such hunting rights, Licensor agrees as follows:

1. LICENSOR AGREES TO INDEMNIFY AND HOLD OWNER, TENANT, LICENSOR, AND THE AGENTS AND EMPLOYEES OF OWNER, TENANT AND LICENSOR, hereinafter called OWNER, ET AL, HARMLESS AGAINST ALL CLAIMS, DEMANDS, DAMAGES, COSTS and EXPENSES, including reasonable attorneys fees for the defense thereof, arising from the activities of Licensor or his guests or children on or around the lease at any time, EVEN IF the claim, demand, damage, cost or expense is CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF OWNER, ET AL.
2. LICENSOR FURTHER RELEASES OWNER, ET AL, FROM ALL LIABILITY OWNER, ET AL, may otherwise owe to Licensor, Licensor’s heirs, survivors, beneficiaries, or assigns for any PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that Licensor suffers while on the lease at any time. This release applies to all injuries or damages which may be suffered by Licensor, his heirs, survivors, beneficiaries or assigns, EVEN IF CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF OWNER, ET AL. This release also covers and includes claims and causes of action or injury to or death of any of Licensor’s children.
3. Licensor acknowledges that hunting activities on rural property such as the hunting lease premises can result in injury or damage to the person or property of persons doing those activities as well as others. The many possibilities and sources of injury or damage include, but are not limited to: firearms; road hazards, including erosion; wild and domestic animals; alligators; poisonous snakes; insects and spiders; oilfield operations; farming operations; ranching operations; deep water and the use of vehicles. Such hazards are acknowledged by Licensor and he comes upon the hunting lease with full knowledge of such hazards.
4. Licensor acknowledges and understands that **no warranty, express or implied**, is made by OWNER, ET AL as to the condition of the leased premises.
5. Licensor has read this document and understands it. Licensor is signing it freely and voluntarily.
6. Licensor acknowledges that the activities contemplated in this lease are also covered by the limitation on liability set out in Section 75.002 Texas Civil Practice and Remedies Code.

LICENSOR/HUNTER (___/___/___)
Date