

AM Auction Tract 24

T R PROPERTIES, INC. / T.G. BALABANIS
P.O. BOX 3565
MARTINSVILLE, VIRGINIA 24115-3565
TELEPHONE (276) 666-1527
FAX (276) 656-1577

HUNTING LEASE AGREEMENT

This lease is made the 10th day of December 2021 by and between T R Properties, Inc., referred to herein as "Lessor" and [REDACTED] referred to herein as "Lessee".

Witnessed: Whereas Lessor owns certain unimproved acreage locate in Henry County, Parcel Code 058550002 - 17.973 Acres, State Road 698 Lessee desirous of leasing said property for certain specific rights and under specific terms, it is, for the mutual promises of the parties, the covenants set out herein, and other good and valuable consideration, agreed that Lessor will lease to Lessee the property described herein under the following terms and conditions:

1. **PREMISE:** The property leased by this agreement is the said tract being composed of an unimproved acreage tract located in the County of Henry - Parcel Code 058550002 - 17.973 Acres, State Road 698
2. **TERM:** The term of this Lease shall be for a period of one year and will commence on the 10th day of December 2021, and terminate on the 9th day of December 2022. Provided the Lessee is in full compliance with this agreement, Lessee shall have the first right of refusal to renew this lease on terms and conditions as may be further mutually agreed by the parties, subject to the discretion of Lessor as set out further herein.
3. **RENT:** The rent for the use of the premises by Lessee shall be the total sum of \$(385.00) Three Hundred Eighty Five Dollars per year for the original term of this lease. Paid as due on day of lease commencement for 1 year. A second year is available at a negotiated rate based on annual real estate taxes. In the event that the real estate taxes on any taxing authority increases the premises, then the rent shall be increased by a like amount.
4. **COVENANTS OF LESSEE:** This lease is specifically contingent upon the performance by Lessee and any licensee, invitee, agent, employee, or any other person affiliated with Lessee of the following covenants:
 - (a) Lessee shall provide proof satisfactory to Lessor of liability insurance for the use of said premises by Lessee. Lessor shall be named as an insured party by said Lessee.
 - (b) Lessee agrees to defend and hold Lessor harmless from any claim of any nature growing out of any use by Lessee either directly or indirectly of the leased property or any activity conducted by Lessee thereon.
 - (c) Lessee gives Lessor authorization to build a permanent structure. No other improvements or temporary structures will be placed thereon without the written consent of Lessor.
 - (d) Lessee agrees to provide toilet and sanitation facilities to the sole satisfaction of Lessor and lessee agrees to take all possible steps to preclude littering, vandalism, or dumping of any kind of refuse or trash on said property.
 - (e) Lessee recognizes that the property contains valuable timber and Lessee will not allow the cutting of any timber or the destruction of any timber on said property and Lessee further agrees to take all possible steps to preclude fires on said property and will not allow any open fires or bonfires. Lessee agrees to be fully liable for all expenses and damages resulting from any fire caused or allowed by Lessee or any activity of Lessee or any invitee or licensee of Lessee. This





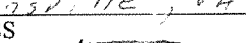

liability of Lessee shall include the cost of putting out any fire and the liability for damage to timber and the property in the event of fire. Lessee further agrees to be responsible for all fences, roads, gates and grounds, to maintain same and to repair any damage to any road, fence, gate or other property caused by Lessee, or any invitee or licensee of Lessee.


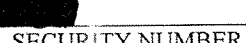
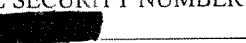
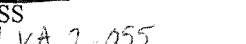
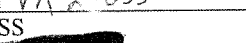

- (f) Lessee agrees to require any invitee or licensee brought on the premises or allowed on the premises by Lessee to sign a release as set out on Exhibit "B" attached hereto. Lessee agrees that Lessee has made a full inspection of the property, accepts the property as is and is satisfied that there are no hazards or dangerous conditions on said property and Lessee accepts the property "as is".
 - (g) Upon the termination of this lease for any reason, Lessee shall restore the premises to its condition as exists at the time of the execution of this agreement specifically including the removal of any and all items placed on said property, the restoration of all roads, fences, and gates, and a complete clean up of said property, and failure of Lessee to perform this covenant within thirty (30) days of termination shall allow Lessor to have any such work done at Lessee's expense and Lessee does specifically authorize Lessor to contract for such work at Lessee's expense.
 - (h) Lessee further agrees to observe and comply with all laws to the Commonwealth of Virginia including all game laws, all safe gun practices, all requirements of good sportsmanship, and to conduct or allow no unlawful activities of any kind on the premises.
 - (i) Lessee further covenants and agrees that this is a limited lease primarily to allow Lessee to hunt on the property of Lessor as described herein and Lessee acknowledges that this is not an exclusive lease and that Lessor has the right at all times to have agents and employees come onto the property for such purposes as may be necessary for the maintenance of Lessor's property, for logging, planting, grading, and any other activity deemed necessary by Lessor.
 - (j) Lessee further agrees that Lessee will mark and maintain the boundary lines and Lessor agrees to assist in the identification of the boundary lines, and Lessee will post said property by putting up signs which either restrict the property from trespassing or hunting or any other commonly observed signs for "No Trespassing" or "No Hunting" or "Posted". Lessee further agrees to secure said property to the maximum extent possible and to utilize such locks as Lessor may provide or in the event locks are provided by Lessee to provide keys to Lessor for any and all locks which might be used on the premises. Lessee agrees to erect and maintain whatever gate might be required by Lessor.
 - (k) Lessee agrees to such other specific covenants as are set out on Exhibit "C" attached hereto, if any.
 - (l) Use of ATV Vehicles: (1) only persons who are 16 years older can operate ATV vehicles (2) proper orientation and instruction must be given to an individual before the use of an ATV vehicle (3) riders must wear a helmet (4) riders may only ride on roads and trails that have been cleared and (5) it is recommended a buddy system is used. (6) ATV's may be used to recover game.
5. **RELATIONSHIP OF PARTIES:** The parties hereto are Lessor and Lessee only. Lessee is not an agent, employee, officer, or any other entity with regard to Lessor other than that of Lessee of said property.
6. **DEFAULT:** In the event of default of any of the specific covenants set above or the payment of rent, Lessor shall have the right to declare this lease in default and to terminate this lease immediately. Lessor shall have all such other rights as are set out by law and Lessor may reenter and repossess the property without any claim or liability of trespass or conversion. Lessor

agrees to give Lessee written notice of any such default at least five (5) days before terminating this lease, except for any default which creates a fire hazard or fire in which event Lessor may immediately retake the premises and take whatever steps are necessary to cure such hazard. In addition to all other remedies allowed by law, Lessee agrees to pay Lessor's reasonable attorney's fees in the event of any litigation involving this lease. This lease is governed by the laws of the Commonwealth of Virginia, is not assignable without written consent, and contains the entire agreement of the parties and may be modified only by further written agreement signed by all parties hereto. *See attached addendums.

7. **SEVERABILITY:** If any clause or provision of this lease is illegal, invalid, or unenforceable under present or future laws effective during the terms of this lease, then and in that event it is the intention of the parties hereto, that the remainder of this lease shall be affected thereby, and it is also the intention of the parties to the lease that if a portion should be illegal, invalid, or unenforceable, there be added as a part of this lease, a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

This Lease is agreed to on this date: December 3, 2021.

LESSEE 
SOCIAL SECURITY NUMBER 
ADDRESS 
ADDRESS Collinsville, Va
ADDRESS 
TELEPHONE NUMBER 
EMPLOYER 

LESSEE 
SOCIAL SECURITY NUMBER 
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ADDRESS Busse H VA 2 055
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EMPLOYER _____


T R PROPERTIES, INC

T.G. BALABANIS ()

WITNESS

12-3-21
DATE