

At a regular meeting of the Commissioner's Court of Sabine County of Sabine County, Texas, held on the 8th day of June, 1925, upon notice of C.W. Fuller made in open Court, and unanimously carried, it is ordered by the Court that W.H. Davidson, County Judge, be authorized and empowered to execute for the County a Contract with Gulf, Colorado and Santa Fe Railway Company pertaining to the leasing by said Railway Company to Sabine County, of a portion of its right of way near the Station of Steep Creek in San Augustine County for location of gravel loading docks, as per copy recorded at the foot of this order.

LICENSE

THIS INSTRUMENT, Made this 8th day of June, 1925, GULF, COLORADO AND SANTA FE RAILWAY COMPANY (Lessee Gulf, Beaumont and Great Northern Railway) a Texas corporation (hereinafter called the Licensor), party of the first part, and Sabine County, Texas, a political subdivision of the State of Texas, acting herein by W. H. Davidson, its County Judge, thereunto duly authorized, (hereinafter called the "Licensee"), party of the second part :

WITNESSETH, That for and in consideration of the performance of the matters and things herein set forth to be performed by the Licensee, the Licensor hereby licenses the Licensee to use from the _____ day of _____ 19____, until such times as this license shall be terminated as hereinafter provided, a part of the right of way or station grounds of the Licensor situated at Steep Creek station in the County of San Augustine and State of Texas, described as follows, to wit:

SHIPMENTS TO BE MADE.

Beginning at a point 218 feet Southward from standard Mile Post 114 Gulf, Beaumont and Great Northern, measured along the center line of the main track and 15 feet westward at right angle therefrom and running thence in a southward direction parallel with said track 453 feet, thence westward at right angles from the center line of track #2, thence in a northward direction parallel to said track #2 461.6 feet, thence in an Eastward direction 41.5 feet to place of beginning, containing 16,943.2 square feet. The location and dimensions of said premises being more definitely shown on the print attached hereto, marked "Exhibit A" and made a part of this License.

Said premises shall be used by the Licensee solely and only for the purpose of storing receiving and delivering shipments of Gravel the object of the Licensor being to facilitate the convenient operation of the railroad, telegraph and telephone lines of the Licensor, and the transaction of business thereon. In case the Licensee shall use such premises for any other purpose whatever than above mentioned, then the Licensor, its successors and assigns, may declare this license at an end and prevent the Licensee from using or remaining

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upon said premises, with or without process of law. The Licensee shall not have the exclusive possession of said premises as against the Licensor. This license shall exist until determined as herein provided.

The Licensee hereby agrees to pay to the Licensor annually in advance, as compensation for the rights and privileges in this license mentioned, a sum which shall represent interest at the rate of six per cent (6%) per annum on the fair value of said premises, but in no case shall said payment be less than Twelve and no/100 Dollars (\$12.00) per year. Such fair value shall be increased from time to time by the amount of any charge or assessment (except general property taxes) payable on account of or in respect to said premises, for paving, curbing, sidewalks, sewers, benefit districts and the like, and shall also be subject to revision at least once every five (5) years during which this license may continue in effect. For the purposes of this License the fair value of the said premises at the date hereof is agreed to be ten and no/100 dollars (\$10.00) and the initial compensation payable hereunder shall be Twelve and no/100 Dollars (\$12.00) per annum.

The Licensee agrees that it will pay before the same become delinquent, all taxes, charges, rates, and assessments which may during the term of this license be levied upon or assessed against or be equitably chargeable to or assessed in respect to any buildings and improvements which may be placed upon the said premises by the Licensee; and where any such tax, charge, rate or assessment may be embraced in the general amount of taxes charged upon said premises separately or in connection with other property of the Licensor, and the Licensor shall pay all of said taxes; then the Licensee will promptly repay or refund to the Licensor the amount or part of the tax, charge, rate or assessment equitably or fairly apportionable to any buildings or improvements placed upon the said premises by the Licensee.

The Licensee further agrees that it will perform, observe and comply with all federal and state laws, orders, or regulations, and municipal ordinances or regulations, regarding inspections, sanitation, safety devices, fires, and other matters connected with the maintenance and use of said premises, and in the event the licensed premises shall be used for the loading, unloading, storing, or otherwise handling of any petroleum products, that it will also observe and comply with all the regulations and recommendations from time to time published by the Bureau of Explosives of the American Railway Association, or any successor Agency, and that it will indemnify and save harmless the Licensor against all fines, penalties, claims, demands, and suits, at law or in equity, and loss or damage to property, arising in any manner out of the non-observance by the Licensee of any federal or state law, order, or regulations, municipal ordinance, or regulations, or Bureau of Explosives, regulations, or recommendations as aforesaid, or out of the use by the Licensee of the licensed premises, or the buildings or improvements erected thereon, or out of the sole or contributing acts, omissions, or negligence of the Licensee or of the servants or agents of the Licensee, on, or about the licensed premises in the use thereof by the Licensee and will promptly pay to the Licensor the amount of any loss or damages to property sustained by the Licensor and the amount of any fine, penalty, or judgment which may be laid or recovered against the Licensor on account of any matter or thing against which the Licensor is indemnified as in this paragraph provided.

It is further mutually agreed that this license may be terminated by either party upon thirty (30) days' notice in writing to be served upon the opposite party, stating therein the day of the month that such termination will take place; and upon the ex-

piration of the time specified and in such notice, the existence of this license and all rights and privileges of the Licensee thereunder shall absolutely cease, and the Licensee shall thereupon without further notice or demand, remove forthwith from said premises; but upon any such termination the Licensee shall be entitled to have refunded by the Licensor a proportionate part of any compensation paid in advance.

Any notice to be given by Licensor to Licensee under this license shall be deemed to be properly served if the same be delivered to the Licensee, or if left with any of its agents, servants or employees on the said premises, or if posted on the said premises, or if deposited in the postoffice, postpaid, addressed to the Licensee at Hemphill, Texas.

No termination or cancellation of this license shall relieve or release the Licensee from any liability or obligation (whether of indemnity or otherwise) which may have attached or accrued previous to or which may be accruing at the time of such termination or cancellation.

that
The Licensee further agrees the Licensor shall under no circumstances be held liable for any damages to property on said premises, whether belonging to the Licensee or others, from whatever cause arising, whether by the negligence of the Licensor or of its agents or servants, or otherwise, and the Licensee hereby agrees to hold the Licensor harmless from any and all damages, claims and judgments that may be presented, claimed or secured against the Licensor by reason of damages to such property.

The Licensee further agrees that it will waive all claims which it might or could have for injury to stock or animals pasturing, working or being on the licensed premises, whether the same arise from such animals or stock taking fright or otherwise.

It is especially agreed and understood by and between the parties hereto that no building, structures, pile of wood, coal, stone or other obstructions shall be located at a distance nearer than six (5) feet from the nearest rail of any track of the Licensor. In case of a breach of these obligations, or any of them, the Licensee assumes and agrees to indemnify the Licensor against all liability for loss, damages, injury and death arising therefrom and such breach shall, at the option of the Licensor, work a forfeiture and immediate cancellation of this instrument.

It is further agreed that the Licensee shall at all times keep the licensed premises, the property stored thereon and the improvements and buildings thereon erected in such a condition as to be satisfactory to the Licensor, and shall from time to time, as may be required by the Licensor, paint all such buildings and improvements with paint of a color approved by the Licensor.

It is further agreed that neither the Licensee, its legal representatives, successors or assigns, nor any subsequent assignee, shall transfer or lease the buildings or improvements or any part thereof, erected upon the licensed premises, nor assigns this license or any interest herein, without first securing the written consent of the Licensor in each instance, and that at the option of the Licensor this license shall be forfeited by any such voluntary assignments, transfer or lease, or by any assignment or transfer thereof by operation of law.

It is further agreed that upon the expiration of this license, or in case the Licensee shall in any manner fail to comply with the terms and conditions hereof, the Licensee shall, upon demand, without notice, cease to use or remain upon said premises and shall remove all the improvements placed thereon by the Licensee and restore said premises to substantially their former state and in case the Licensee shall fail within thirty (30) days after the date of any such expiration, termination or demand to make such removal or restoration then the Licensor may, at its election, either remove said improvements and restore said premises for the account and at the sole cost of the Licensee, or may take and hold the said improvements

as its sole property.

In the event that the Licensee embraces two or more persons or corporations, all the covenants and agreements of the Licensee in this license shall be the joint and several covenants and agreements of such persons or corporations.

It is further agreed that this license shall be binding upon the Licensee and the legal representatives, successors and assigns of the Licensee, and shall inure to the benefit of the Licensor, its successors and assigns.

IN TESTIMONY WHEREOF, the parties have executed this instrument in duplicate the day and year first above written.

GULF, COLORADO AND SANTA FE RAILWAY COMPANY

(Lessee Gulf, Beaumont and Great Northern Railway)

FORM APPROVED:

Terry Calvin Mills

General Attorneys.

APPROVED AS TO DESCRIPTION:

W. A. Hubou, For Chief Engineer.

SABINE COUNTY, TEXAS.

By W. H. Davison, Its County Judge.

(Licensee)

ATTEST:

County Clerk