

ON this the 21st day of January, 1926 the Hon. Commissioners Court Convene in a special with all officers present to wit;

W.H. Davidson County Judge, C.W. Fuller Comm. Pre. #1, W.J. McDaniel, Comm. Pre. # 2, J.T. Foely, Comm. pre. # 3, R.O. Travis, Comm. pre. # 4. S.H. Hall, Sheriff, J.H. Ener, Clerk.

Court was opened by proclamation by the sheriff.

The following together was had to wit;

At a regular meeting of the Commissioners Court of Sabine County, Texas, held on the 11th day of January 1926, upon notice of C.W. Fuller, made in open Court, and unanimously carried it is ordered by the Court W.H. Davidson County Judge be authorized and empowered to execute for the County, a contract with the Gulf Colorado and Santa Fe Railroad, Co. pertaining to the leasing by said railway Co. to Sabine County, of a portion of its right of way near the station of Brookeland, Sabine County, for location for a dipping vat as per copy recorded at the foot of this order.

This instrument made, this the _____ day of _____ 1926 between Gulf Colorado and Santa Fe R.R. Co. (lessee Gulf Beaumont and Great Northern Railway) a Texas Corporation (herein after called the licensor) party of the first part and Sabine County Texas, a political subdivision of the State of Texas, acting herein by its County Judge here unto duly authorized by order of its Commissioners Court (herein after licensee) party of the second part.

Witnesseth that for and consideration of the performance of the matters and things set forth to be performed by the licensee the licensor hereby license the licensee to use from the _____ day of _____ 1926 until such time this license shall be terminated as hereinafter providing a part of the right of way or station ground of the licensor situated at Brookeland station in the County of Sabine and State of Texas, describes as follows to wit: SECTIONS to be made.

Beginning at a point 422.2 feet Northward from the South end of the Depot at Brookeland Texas, measured along the center line of the main tract and thirty feet Eastward at right angle therefrom said beginning point being also 16 feet at right angle from center line of tract No. 4 and running thence in a Northward direction parallel to said main

tract 225 ft. thence eastward to right angle from main tract 70 feet to a point in east property line of said railway Company, thence southward along said property line 216.4 feet, Thence in a western direction 70 feet to the place of beginning, containing 15,456 sq. feet. The location and dimension of said premises being more definitely shown on the print attached hereto marked "Exhibit A" and made apart of this license.

Said premises shall be used by the licensee solely and only for the purpose of ~~storing~~ ^{storing} ~~receiving and delivering shipments~~ ^{a shipping yard for the purpose of} of cattle 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 permit the Licensee from using or remaining 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 the payment be less than Twenty one and 60/100 Dollars \$21.60 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 paying curbing sidewalks surage benefit districts and the like and shall also be subject to revision at least once every five 5 years during which this License shall ~~may continue in effect~~ for the purpose of this License the fair value of said premises at the date hereof as agreed to be Three Hundred Sixty and No/100 \$360.00 Dollars and the initial compensation payable hereunder \$21.60 per annum.

The Licensee agrees to pay before same becomes delinquent all taxes charges rate and assessments which made 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 said premises by the Licensee and where any such tax charge rate or assessments 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 of part of the tax charged rate or assessment equitably or fairly apportionable to any buildings or improvement placed upon the said premises by the Licensee.

The Licen. further agrees that it will perform or observe and comply with all Federal and State Laws orders regulation and municipal ordinances or regulation regarding inspection 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 Rail Way 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 at 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 regulation, municipal ordinances, or regulation, or recommendation as aforesaid, or out of the use by the Licensee of the License premises, or, or the buildings or improvements erected thereon or out of the sole or contributing acts, omission, 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 damage to property sustained by the Licensee and the amount of any fine, penalty, or Judgment, which may be laid or covered against the licensor on the account of any matter or thing against which the Licensor is indemnified as in this paragraph provided.

It is further mutually agreed this license may be terminated by either party upon thirty days notice in writing to be served upon the opposite party stating there in the day of the month at such termination will take place and upon expiration of the time specified on such notice the existence of this license and all rights and privileges of the Licensee there under shall absolutely cease and the Licensee there upon without further notice or demand remove forthwith from said premises but upon any such determination the Licensee shall be entitled to have refunded by the Licensor a proportion part of any compensation paid in advance.

Any notice to be given by Licensor to Licensee under this license shall be deemed 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 Post office post paid addressed to the Licensee at Hemphill, Texas.

No termination or cancellation of this license shall release 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. The licensee further agrees that the license shall under no circumstances be held liable for any damages to property on said premises whether belonging to Licensee or other 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 damage 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 arrives from such animal or stock taking fright or otherwise.

It is especially agreed and understood by and between the parties hereto that no building, structure, pile of wood, coal, stone or other obstruction shall be located at a distance nearer than six (6) feet from the nearest rail of any tract of the Licensor, in case of a breach of these obligations, or any of them the Licensee consents and agrees to indemnify the Licensor against all liability and loss damages, injury, and death, arising there from and such breach shall at the option of the Licensor work a forfeiture and the immediate cancellation of this instrument.

It is further agreed that the Licensee shall at all times keep the license premises the property stored there on and the improvements and buildings there erected in such condition as to be satisfaction to the Licensor and shall from time to time as may be required by the Licensor paint all such buildings and improvements with paint with the color approved by the Licensor.

It is further agreed that neither the Licensee its legal representatives successors and assigned or any such person assignee shall transfer or lease the buildings or improvements or any part thereof erected upon the licensed premises nor assigned this license or any interest herein without securing a 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 assignment transfer of lease or by any assignment or transfer thereof by operation of law.

It is further that upon expiration that 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 such premises and shall remove all such improvement.

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placed thereon by the Licensee and restore said premises to substantially their former state and in case the Licensee shall fail within thirty 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 of the Licensee or may take and hold the said improvement 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 this license shall be binding upon the Licensee and the legal representative successors and assigns of the Licensee and shall inure to the benefit of the Licensor its successors and assigns.

Intestimony whereof the parties have executed this instrument in duplicate the day and year first above written.

Gulf Colorado And Santa Fe Railroad Company
(Lessee Gulf Beaumont And Great Northern Railway)

By _____

Its _____

Sabine County, Texas,

By W.H. Davidson, Its County Judge.

Form approved;

General Attorneys.

Approved as to description.

For Chief Engineer;

Attest.

J.H. Ener,

County Clerk.