

 EAST BEAUMONT TOWNSITE CO.,
 TO
 CITY OF BEAUMONT.
 Deed.
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THE STATE OF TEXAS COUNTY OF JEFFERSON. KNOW ALL MEN BY THESE
 PRESENTS: That The East Beaumont Townsite Company, a joint
 stock association, with headquarters at Beaumont, Jefferson
 County, Texas, and its legally and duly elected and qualified
 trustees, H. A. Perlstein, J. E. Broussard, and Wm. Saenger,
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all of Beaumont, Jefferson County, Texas, hereunto duly authorized, for and in consideration of
 the sum of ONE HUNDRED EIGHTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$187,500.00) cash to it in
 hand paid by the City of Beaumont, a municipal corporation of Jefferson County, Texas, the receipt
 of which is hereby acknowledged and confessed, has granted, sold, and conveyed, and by these pre-
 sents does grant, sell, and convey unto the said City of Beaumont, a municipal corporation, of the
 County of Jefferson, State of Texas, all that certain tract or parcel of land, being two hundred
 fifty (250) acres of land out of the Gilbert Stephenson and William Stephenson surveys in Orange
 County, Texas, more specifically described by the following field notes:

"A part of East Beaumont Townsite out of the Wm. Stephenson Survey and the Gilbert Ste-
 phenson survey in Orange County, Texas;

Beginning at the intersection of the center line of the K. C. S. Railroad track with
 the east bank of the Neches River; thence with the meanders of said river as follows: S. 68 deg.
 30' E. 433 ft. S. 62 deg. 35' E. 140 ft., N. 74 deg. 29' E. 120 ft., S. 70 deg. 13' E. 780 ft.,

S. 75 deg. 14' E. 350 ft., S. 55 deg. 38' E. 250 ft., S. 39 deg. 56' E. 290 ft., S. 23 deg. 41' E. 430 ft., S. 10 deg. 51' E. 255 ft., S. 34 deg. 31' E. 140 ft., S. 53 deg. 40' E. 310 ft., S. 66 deg. 30' E. 305 ft., S. 87 deg. 41' E. 580 ft., N. 82 deg. 16' E. 950 ft., N. 71 deg. 31' E. 20 ft. to corner; thence north 4465 ft. to center of said K. O. S. Railroad track; thence with same S. 61 deg. 08' W. 4424.4 ft. to corner; thence with same S. 54 deg. 57' W. 269 feet and S. 49 deg. 40' W. 327 ft. to main bridge; thence with same S. 47 deg. 10' W. 200 ft. to place of beginning, containing 250 acres of land, inclusive of offsets to river bank and exclusive of K. O. S. Railway Company's 75 foot right of way on south side of track."

And as shown and delineated upon the blueprint map or plat of said land attached hereto, marked "Exhibit A", and made a part hereof.

TO HAVE AND TO HOLD the above-described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said City of Beaumont, its successors and assigns forever, provided, however, the grantor reserves unto itself a one-sixteenth (1/16) perpetual royalty upon any minerals produced from said two hundred fifty (250) acres of land herein conveyed.

And The East Beaumont Townsite Company hereby binds itself, its trustees, successors, and assigns to warrant and forever defend all and singular the said premises unto the said City of Beaumont, a municipal corporation, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

And for and in consideration of the premises, The East Beaumont Townsite Company, and its Trustees, hereunto duly authorized, do hereby bargain, grant, sell, and convey unto the said City of Beaumont, a municipal corporation, its successors and assigns, the following right-of-ways and easements, to wit:

A. A right-of-way, the free and uninterrupted use, liberty, and privilege of and passage in and along, for all highway purposes, a certain way over a strip of land sixty (60) feet in width, beginning at the Neches River bank about 2500 feet east of the Southern Pacific Railroad bridge, thence parallel in a northeasterly direction with the Southern Pacific and Kansas City Southern right-of-way, respectively, to a connection with the Old Spanish Trail highway; this was formerly a section of the old Beaumont-Orange Road utilizing the Hickory Street crossing.

B. A right-of-way, the free and uninterrupted use, liberty, and privilege of and passage in and along, for all highway purposes, a certain way over a strip of land sixty (60) feet in width and extending from the 250-acre tract of land conveyed herein at a point about 1250 feet east of the Kansas City Southern Railroad bridge, thence extending in a northeasterly direction along the East Beaumont Townsite Company's levee and parallels the river, to a connection with the right-of-way easement conveyed in article (A) hereof. This is another section of the old Beaumont-Orange Road utilizing the Hickory Street crossing.

C. A right-of-way, the free and uninterrupted use, liberty, and privilege of and passage in and along, for all highway purposes, a certain way over a strip of land sixty (60) feet in width and extending from the 250-acre tract of land conveyed herein by way of the Kansas City Southern Railroad and Southern Pacific Railroad underpasses, respectively, to a connection with the highway easement described in article (A) hereof.

D. A right-of-way for the free and uninterrupted use, liberty and privilege of and passage in and along a certain way, for all highway purposes, for the building of switch track or tracks of railroads connecting with the Southern Pacific Railroad and for the construction of ditches for drainage facilities over a strip of land eighty (80) feet in width beginning at a point on the Southern Pacific Railroad right-of-way about 1000 feet northeast of the "Blocking Tower" and continuing thence due south to a connection with the Neches River.

E. A right-of-way for the free and uninterrupted use, liberty, and privilege for the laying of railroad switch tracks and the use thereof over a strip of land twenty (20) feet in

width, having as its beginning a point on the west side of the land designated in article (D) hereof, about 1250 feet north of the Neches River and continuing westward, more or less, parallel to the River to the 250-acre tract herein conveyed.

F. A right-of-way over the land of the East Beaumont Townsite Company to east of the 250-acre tract of land herein conveyed and the right to lay and construct pipe lines connecting with the present trunk pipe line of the United Gas System (gas) and the Magnolia Petroleum Company (crude oil), respectively, to connect with the 250-acre tract of land herein conveyed.

G. A right-of-way over the East Beaumont Townsite Company's property immediately alongside the Southern Pacific Railroad and the Kansas City Southern Railroad right-of-ways, respectively, and the right to erect poles and construct telephone, telegraph, electric light and electric power lines to a connection with the west terminus of the right-of-way of the Gulf States Utilities Company located along the Old Spanish Trail approximately one mile north of the 250-acre tract of land herein conveyed.

H. A right-of-way of sufficient width as may be required by the Orange County Water Company, Inc., or its successors, and the right to construct a canal thereover for the conveyance of water over and across the lands of the East Beaumont Townsite Company to the east of the 250-acre tract herein conveyed, and along the division line of the Gilbert Stephenson and Wm. Stephenson Leagues of land in Orange County, Texas, to the east boundary of The East Beaumont Townsite Company's land in Orange County, Texas, for a canal connecting with the Orange County Water Company System, said right-of-way being approximately 3-1/3 miles in extent.

I. A right-of-way sixty (60) feet in width for all highway purposes, and the free and uninterrupted use, liberty, and privilege of and passage in and along the same across the land leading from the Old Spanish Trail highway at a point where it crosses the Kansas City Southern Railroad before it turns east to Vidor near the old Hickory Street Road entrance to the property of the East Beaumont Townsite Company, thence to connect with the 250-acre tract of land herein conveyed.

Said easements and right-of-ways being delineated upon the map or plat hereto attached and marked, "Exhibit B", and hereby referred to for a more particular description.

TO HAVE AND TO HOLD the above-described property unto the said City of Beaumont, its successors and assigns forever, and The East Beaumont Townsite Company hereby binds itself, its trustees, successors and assigns to warrant and forever defend all and singular the said property herein conveyed unto the said City of Beaumont, its successors or assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

And it is further distinctly understood and agreed by both parties hereto that the several easements for roadways, switch tracks, water supplies, power lines, telephone and telegraph lines, over the property of The East Beaumont Townsite Company not included in the 250 acres of land herein conveyed are intended for the use of the City of Beaumont, its successors or assigns, and in no event is the City of Beaumont, its successors or assigns, to have any exclusive rights into or upon said easements or right-of-ways, and that all the comforts enuring from time to time through said easements, such as drainage, fresh water supply, electric power, switching service, telephone, telegraph, and gas service, are to be available alike to The East Beaumont Townsite Company, its successors or assigns, and to the City of Beaumont, its successors or assigns.

It is further understood and agreed by the parties hereto that The East Beaumont Townsite Company, in conveying the easement for water supply canal described in article (H) hereof, reserves for itself, its successors or assigns, a perpetual right of egress and ingress to and across said right-of-way, as well as the right to construct improvements, build and maintain streets, alleys, drainage ditches, pipe lines, and other facilities incident to an industrial addition or city across the strip of land affected by said easement, with the understanding, however, that the canal or whatever conveyance may be provided for conducting water thereover will

be safeguarded by The East Beaumont Townsite Company. And it is further understood and agreed that in the provision of the water supply canal over said easement, The East Beaumont Townsite Company's canal levees and roadways shall not be destroyed or unreasonably damaged.

It is further understood and agreed by the parties hereto that the land herein conveyed to the City of Beaumont, and that affected by the easements herein conveyed, is a part of The East Beaumont Townsite Company's land which has been surrounded by a levee to protect it against overflow from rises in the Neches River and has been provided with a system of canals for drainage of same, and that both parties hereto, their successors and assigns, shall not so improve or use the land over which the several easements have been conveyed as will destroy the purpose for which said levees or drainage canals were created.

As a part of the consideration for this conveyance, The East Beaumont Townsite Company, and the trustees thereof, hereby waive any claim to the spoils to be engendered by pending improvements of the waterway contiguous to the land purchased by the City herein, and further waive any claim to the spoil in that section extending from the southeast corner of the 250-acre tract of land conveyed herein down stream to a point directly above the drainage outlet of The East Beaumont Townsite Company at its pumping station, so that the City of Beaumont may use same for the further filling in of the property herein conveyed.

In further consideration hereof, The East Beaumont Townsite Company, and the trustees thereof, hereby withdraw any and all objections which they have heretofore registered against such contemplated improvement work by the United States Government or by the Wharf and Dock Board of the City of Beaumont on the Neches River and harbor development, and hereby bind themselves to make no further objections thereto.

It is further distinctly understood and agreed that The East Beaumont Townsite Company is a joint stock association, without personal liability of the stockholders, trustees, or officers, and that for any debt, demand or damage, judgment, or decree, or for any money obligation whatever that may become due and payable by reason of this contract or its breach or performance in whole or in part, against the said The East Beaumont Townsite Company and in favor of the party of the second, or other party or parties in whose behalf such demand may arise, shall look exclusively to the trust property in the hands of the trustee of said association for payment of same, and upon no account and in no event shall there be any individual liability of the shareholders, its officers or trustees, under and by virtue of the terms of this contract.

In testimony whereof The East Beaumont Townsite Company and the trustees thereof, H. A. Perlstein, J. E. Broussard, and Wm. Saenger, have executed this deed and had the same attested by the secretary and caused the seal of The East Beaumont Townsite Company to be hereto affixed this, the 12th day of March, A. D. 1937.

(SEAL)

EAST BEAUMONT TOWNSITE COMPANY

H. A. Perlstein

J. E. Broussard

William Saenger

Trustees

THE STATE OF TEXAS :
COUNTY OF JEFFERSON : BEFORE ME, the undersigned notary public in and for Jefferson County, Texas, on this day personally appeared H. A. Perlstein, J. E. Broussard, and Wm. Saenger, trustees of The East Beaumont Townsite Company, each of whom is known to me to be the person whose name is subscribed to the foregoing instrument of writing, and severally acknowledged to me that they executed the same for the purposes and considerations therein expressed and in the capacity therein stated, and as the act and deed of The East Beaumont Townsite Company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 13th day of March, A. D. 1937.

(SEAL)

Louise Averra

Notary Public in and for Jefferson County, Texas.

(Map marked "Exhibit A" hereto attached, recorded in Vol. 2, Page 45, Map Records, Orange County, Texas)

(Map marked "Exhibit B" hereto attached, recorded in Vol. 2, Page 46, Map Records, Orange County, Texas)

Filed for record the 26th day of April, A. D., 1937, at 8 o'clock A. M., and duly recorded this the 11th day of May, A. D., 1937, at 11:25 o'clock A. M.

W. A. Gunning, Clerk,
County Court, Orange County, Texas.

By: Sadie Steplins, Deputy.