

Renewal and Extension of Lease

Lessor: Clay County, Texas, acting by and through its duly authorized County Judge, Kenneth Liggett
112 North Main Street
Henrietta, TX 76365
Clay County

Lessee: Clay County Pioneer Association (“CCPA”) acting by and through its duly authorized 9-Man Board, Daniel Spivey, Chairman
PO Box
Henrietta, TX 76365
Clay County

Property: All of the surface rights in and to all of Blocks Twenty-nine (29) Thirty (30), Forty-one (41) Forty-two (42), Forty-three(43) Forty-four (44), Fifty- five (55) and Fifty-six (56) and .the West Two Hundred Fifteen (215) feet of Blocks Thirty-one (31), Forty (40), Forty-five (45) and Fifty-four (54) said blocks and parts of said blocks being in the Park Addition to the City of Henrietta, as per plat thereof recorded in Vol U page 528 Deed Records of Clay County, Texas, being the same land described in a deed dated June 18, 1952, from Carl Scheer and Wife, Helen Scheer to A. S. Hodges, County Judge of Clay County, said deed recorded in volume 182, page 409, Clay County Deed Records.

Facts:

1. The original lease between the same parties is dated July 22, 1952, and is of record in volume 184, page 229, Clay County Deed Records.
2. The lease was initially for a term of 50 years, terminating on July 22, 2002.
3. In 1950, Clay County deeded surface only of all of Block Fifty-Six (56) of the Park Addition to the City of Henrietta , Clay County, Texas, to Trustees of Bucky Boyd Post No. 5401 of Henrietta, Texas, of the Veterans of Foreign Wars of the United States (“VFW”)
4. Thereafter, CCPA released the said Block 56 from the lease.
5. Recently, the VFW has disbanded and said Block 56 has been deeded back to Clay County for the exclusive benefit of the Clay County Pioneer Association. Therefore this renewal and extension also includes said Block 56 as the original lease did.
6. Subject to the release of said Block 56, the lease has continued, without interruption, from year to year since 2002 and remains in full force and effect.
7. To the extent necessary under law, the parties hereto do ratify the original lease from its inception through the initial fifty years and thereafter and hereby carry forward and renew

1 the same for a period of fifty years from the date hereof.
2

- 3 8. To the extent necessary, the parties agree that should the lease not be renewed by written
4 document at or prior to the expiration hereof, it shall extend from year to year thereafter,
5 unless terminated by written agreement of all parties or their successors.
6

7 **Consideration:**

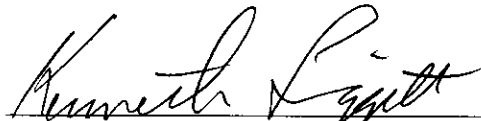
- 8
9 9. The consideration for this renewal and extension is the sum of One Dollar in hand paid, the
10 receipt and sufficiency of which is hereby acknowledged, and other valuable consideration
11 including the improvements made to the property by CCPA and that CCPA will continue to
12 maintain the property and its improvements for the use and benefit of the citizens and
13 Pioneers of Clay County, Texas.
14
15 10. CCPA, to the extent permitted by law, will include the County as a covered entity under its
16 current liability policy No. CPS2678994, and any renewals or replacements thereof, for
17 claims made related to the property.
18

19 **Renewal and Extension of Lease:**

- 20
21 11. The parties, Clay County, Texas, and the Clay County Pioneer Association, hereby ratify,
22 renew, and extend said lease according to the terms hereof.
23

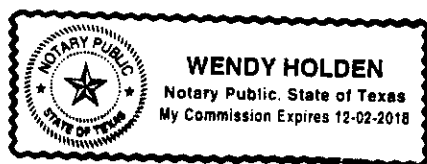
24 Signed as of each acknowledgment below.
25

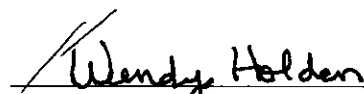
26
27 **Clay County, Texas, Lessor**

28
29
30
31 
32 Kenneth Liggett, County Judge
33

34 State of Texas
35

36 This instrument acknowledged before me on June 5, 2018, by Kenneth Liggett, County
37 Judge.
38




Notary Public, State of Texas

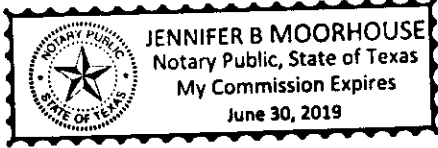
1 **Clay County Pioneer Association, Lessee**

2
3 *Daniel J. Spivey*
4

5 Daniel Spivey, Chairman, CCPA 9-Man Board

6
7 State of Texas

8
9 This instrument acknowledged before me on June 20, 2018, by Daniel Spivey, Chairman,
10 CCPA 9-Man Board.



Jennifer B Moorhouse
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

**Frank J. Douthitt, Lawyer
102 S. Fannin Street
Henrietta, TX 76365**

FILED AND RECORDED

Instrument Number: 18964 B: OPR V: 123 P: 1

Filing and Recording Date: 06/27/2018 09:33:18 AM Recording Fee: 34.00

I hereby certify that this instrument was FILED on the date and time stamped heron and RECORDED in the OFFICIAL PUBLIC RECORDS of Clay County, Texas.



Sasha Kelton

Sasha Kelton, County Clerk
Clay County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.