

## **AGREEMENT REGARDING THE LOAN AND DISPLAY OF A STATUE IN THE COLLIN COUNTY COURTHOUSE**

The parties to this Agreement are Siebman Forrest Burg & Smith, LLP ("Siebman Forrest") and Barbara White Boyd, hereinafter called "Donors," and Collin County, Texas, hereinafter called "County."

**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:**

That for and in consideration of the mutual promises and covenants contained herein, and for the mutual benefits to be obtained hereby, the Donors and County agree as follows:

A statue made by James Nathan Muir known as "The Line," hereinafter called "Statue," along with its presentation materials, has been on loan to the County by Barbara and the late William "Bill" Boyd since approximately 2007 and located near the center of the first floor of the Collin County Courthouse located at 2100 Bloomdale Road, McKinney, Texas since that time. For identification purposes, a photograph of the Statue is attached hereto as Exhibit 1. It is the intent of the Donors and the County that the Statue remain for public display in its present location near the middle of the first floor (entry level) of the said Collin County Courthouse. To that end, the Donors hereby extend the loan of the Statue to the County and the County hereby accepts such loan from Donors on the terms and conditions set forth herein.

The Donors agree to continue the loan of the Statue and allow County to continue to display the Statue, along with the presentation materials, and County agrees to display the Statue and appropriate presentation materials at the place where the Statue has been located in the Collin County Courthouse since approximately 2007. The Donors agree to prepare and have printed mutually agreed brochures and other presentation materials, and the County agrees to make the same available to the public at or near the Statue, which tastefully acknowledge that the Statue is on loan from the attorneys of Siebman Forrest and Barbara Boyd from the Barbara and Bill Boyd art collection, and which explain the historical significance of the event depicted by the Statue as well as provide recognition of the professional contributions of William "Bill" Boyd and Homer B. Reynolds, III to the practice of law in Collin County.

In the event County decides to relocate the Statue, and/or discontinue presenting it publicly, or if in the opinion of Donors, the current location becomes materially less prominent or desirable, Donors may regain possession and control of the Statue and presentation materials and at the sole discretion of Donors remove it from the Collin County Courthouse upon 30 days notice. Such removal shall end the loan and any and all interests County may have in the Statue. In such event, County agrees to facilitate such removal. County hereby confirms that ownership of the Statue and presentation materials shall at all time belong to Donors.

Nothing herein prevents Donors and County from continuing the loan and relocating the Statue to another location on terms and conditions mutually agreed to by them in writing.

Donors represent that they own one-hundred percent (100%) of the Statue and have the right to enter into this agreement to loan the Statue to the County under the terms and conditions set out

herein. County agrees that it has the authority to accept the loan on the terms and conditions set out herein.

The laws of the State of Texas govern the interpretation, validity, performance, and enforcement of this Agreement. The Agreement shall not be construed more favorably for either party. The parties also agree that exclusive venue shall lie in Collin County, Texas.

In the event a court of competent jurisdiction finds a term, condition, or provision of this Agreement void, unenforceable, or unlawful, the parties agree that the term, condition or provision is severable, and that the remainder of the Agreement shall remain in full force and effect, unless the severance of such term frustrates the purpose of this Agreement.

To the extent the County maintains a policy of insurance covering damage or loss to personal property located within the Collin County Courthouse, County agrees to extend such insurance coverage to the Statue. To the extent there is an additional cost associated with such coverage, Donors will either pay the additional cost or waive this provision.

This Agreement embodies the entire agreement between the Parties. The Parties may only amend, supplement, modify, or cancel this Agreement through a written instrument signed by all Parties.

Each of the Parties, and their successors, heirs, personal representatives, and assigns, are hereby bound to the terms and conditions of this Agreement.

SIGNED AND EXECUTED on the dates indicated below.

Collin County, Texas

By: 

Date: 5 FEB 2019

Barbara White Boyd



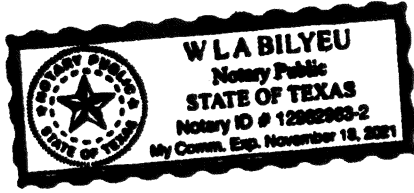
Date: 1/22/2019

Siebman Forrest

By: 

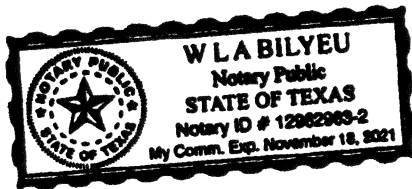
Date: 1/22/2019


Acknowledged and executed by Barbara White Boyd before me on this 22 day of ~~December, 2018.~~ January 2019



  
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NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

Acknowledged and executed by Clyde M. Siebman before me on this 22 day of ~~December, 2018.~~ January 2019



  
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NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS