

PERSONAL PROPERTY DONATION AGREEMENT

This Personal Property Donation Agreement (“Agreement”) is entered into by and between the Abilene Independent School District (the “District”) and Abilene Heritage Square, Inc. (the “Corporation”), a Texas nonprofit corporation organized and existing under the laws of the State of Texas. The District and Corporation may be referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, the District is a public school district duly organized and operating under the Constitution and laws of the State of Texas and governed by its Board of Trustees (the “Board”);

WHEREAS, pursuant to Texas Education Code § 11.151, the Board of Trustees has the exclusive power and duty to govern and oversee the management of the public schools of the District and is authorized to acquire, hold, manage, and dispose of real and personal property for the benefit of the District and its students;

WHEREAS, the District currently owns certain tangible personal property depicted in **Exhibit A** attached hereto and incorporated herein by reference (the “Property”);

WHEREAS, the District has determined that the Property is surplus to the District’s operational needs and is no longer required for use in the District’s educational programs or administrative functions;

WHEREAS, the Board of Trustees, acting at a duly called meeting held on April 2, 2026 conducted in compliance with the Texas Open Meetings Act, has authorized the donation of the Property to the Corporation and has determined that such donation serves a legitimate public purpose and promotes educational and charitable activities that benefit the District, its students, and the community;

WHEREAS, the Corporation is a nonprofit organization organized and operated exclusively for charitable and educational purposes and supports programs and initiatives that benefit the students, staff, and educational mission of the District;

WHEREAS, the Corporation has expressed its willingness to accept the donation of the Property and to use the Property in furtherance of its charitable and educational purposes;

WHEREAS, the Property was originally donated to the District by members of the Senter family, and the Parties desire to honor the Senter family’s contribution by ensuring that the statues remain a visible and meaningful part of the historical and cultural legacy of Abilene Heritage Square;

WHEREAS, the Parties desire to memorialize the terms and conditions under which the District will donate the Property to the Corporation.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Donation and Transfer of Property.** Subject to the terms and conditions of this Agreement, the District hereby irrevocably donates, transfers, and conveys to the Corporation all of the District's right, title, and interest in and to the Property described in Exhibit A. Upon delivery of the Property as provided herein, full ownership and title to the Property shall pass to the Corporation, and the District shall retain no further ownership interest in the Property.
2. **Board Authorization.** The District represents that its Board has determined that the Property is no longer necessary for the District's operational or educational needs and has declared the Property to be surplus. At a properly posted meeting of the Board of Trustees conducted in compliance with applicable law, the Board authorized the donation of the Property to the Corporation and approved the execution of this Agreement by the District's authorized representative.
3. **Public Purpose.** The Parties acknowledge that the donation of the Property serves a legitimate public purpose by supporting charitable and educational activities that benefit the District, its students, and the community. The District has determined that the Corporation is well suited to preserve, maintain, and publicly display the Property in a manner that promotes appreciation of the District's history and heritage. The District further finds that adequate controls exist to ensure the public purpose of this Agreement is accomplished, and therefore determines that the transfer complies with the applicable provisions of the Texas Constitution and constitutes a valid exercise of the District's authority to manage and dispose of District property.
4. **Delivery and Possession.** The Parties acknowledge that the Property has been delivered to and received by the Corporation prior to the execution of this Agreement. The Corporation has caused the Property to be examined and assessed by art curators affiliated with The Grace Museum, located in Abilene, Texas. The Corporation hereby accepts sole and exclusive responsibility for the handling, storage, maintenance, and use of the Property, and shall retain such responsibility for the duration of this Agreement and beyond. The Parties further acknowledge that this Agreement serves to memorialize and confirm the donation of the Property, which has already been effectuated by virtue of the prior delivery and acceptance thereof.

5. **Condition of Property.** The Corporation acknowledges and agrees that the Property is being transferred “as is.” The District makes no representations or warranties of any kind, express or implied, regarding the condition, safety, merchantability, fitness for a particular purpose, or usability of the Property. The Corporation accepts the Property in its existing condition and assumes all risks associated with the possession or use of the Property.
6. **Use of Property.** The Corporation agrees that the Property will be used in a manner consistent with the Corporation’s charitable and educational purposes and, to the extent practicable, in a manner that supports programs or activities benefiting the students, schools, and educational mission of the District. Nothing in this Agreement shall obligate the Corporation to use the Property for any specific program or activity.
7. **No Compensation.** The Parties acknowledge and agree that the transfer of the Property pursuant to this Agreement constitutes a charitable donation and that the Corporation shall not provide any monetary or other compensation to the District in exchange for the Property.
8. **Indemnification.** To the extent permitted by law, the Corporation agrees to defend, indemnify, and hold harmless the District, its trustees, officers, employees, and agents from and against any and all claims, demands, damages, losses, liabilities, costs, or expenses arising out of or related to the Corporation’s possession, use, maintenance, storage, or disposition of the Property after delivery.
9. **Authority of the Parties.** Each Party represents and warrants that it has full legal authority to enter into this Agreement, that the execution and performance of this Agreement have been duly authorized by all necessary governing or corporate actions, and that the individual executing this Agreement on its behalf is duly authorized to bind that Party.
10. **Choice of Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any dispute arising out of or relating to this Agreement shall lie exclusively in the state courts of competent jurisdiction located in Taylor County, Texas.
11. **No Assignment.** The Corporation may not assign or transfer its rights or obligations under this Agreement without the prior written consent of the District.
12. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the donation of the Property and supersedes any prior or contemporaneous agreements, negotiations, or understandings, whether written or oral.

13. **Severability.** If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

[SIGNATURE PAGE TO FOLLOW]

DONOR:
ABILENE INDEPENDENT SCHOOL DISTRICT

By: _____
Angie Wiley, Board of Trustees, President
Abilene Independent School District

Date: _____

DONEE:
ABILENE HERITAGE SQUARE, INC.

By: _____
Jane Varner Beard, Abilene Heritage Square, President
Abilene Heritage Square, Inc.

Date: _____

EXHIBIT A

All six sculptures



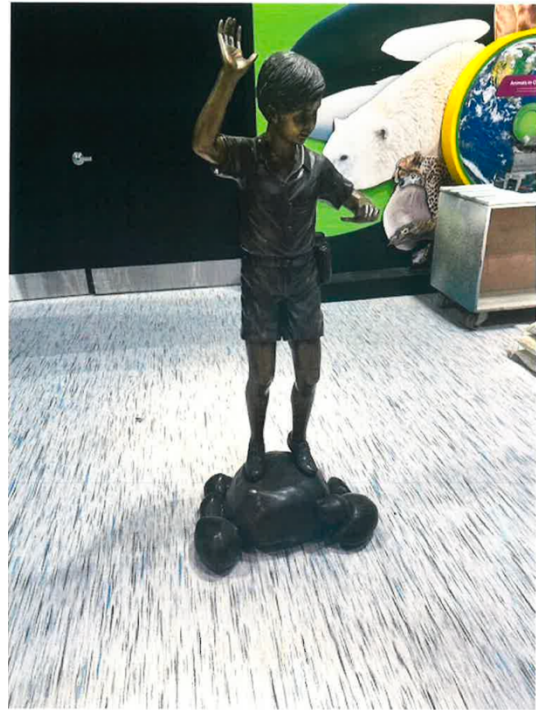
Sculpture 1
Tall girl in shorts



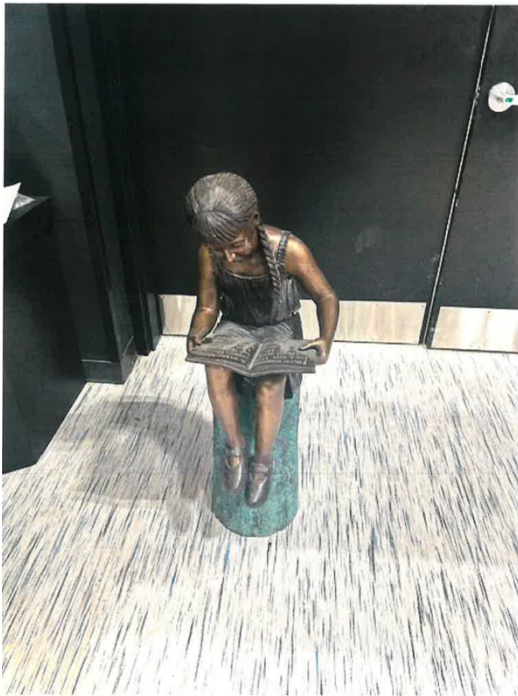
Sculpture 2
Boy with rolled pants leg



Sculpture 3
Small boy in shorts



Sculpture 4
Tall boy in shorts
with can teen



Sculpture 5
Girl sitting on
stump reading



Sculpture 6
Girl in dress