



CHRISTIAN COUNTY COMMISSION

100 W. CHURCH ST., ROOM 100
OZARK, MO 65721
Phone: 417-581-2112 • Fax: 417-581-5924

JOHN GRUBAUGH
Presiding Commissioner

BILL BARNETT
Western Commissioner

TOM HUFF
Eastern Commissioner

January 9, 2006

Mr. Michael H. Garrison
8 Clarendon Street
Cambridge
Cambs. CB1 1JU
United Kingdom

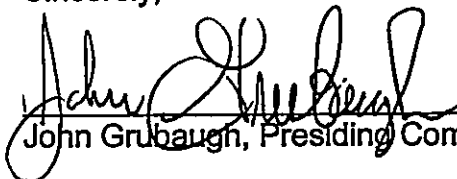
Dear Mike:

Enclosed please find your copy of the signed contract for the loan of the paintings by Howard Garrison. We retained one copy that you had signed for our files.

I would like to know if we could have your permission to reframe the prints to match the décor of the Judicial Center? This would add to the value of the paintings, as well as complement the Judicial Center.

Thank you for allowing us to borrow the paintings. I will look forward to your reply.

Sincerely,


John Grubaugh, Presiding Commissioner

County Commission

From: "Mike Garrison" <Mgarrison@TheOppidan.com>
To: "John Grubaugh" <CountyCommission@ChristianCountyMo.gov>
Sent: Saturday, February 11, 2006 1:07 PM
Attach: Artwork-County-Amendment-060211-vs3.doc
Subject: Draft Amendment to Artwork Agreement

Dear Jenny,

Please extend my sincere appreciate to John Grubaugh for posting the signed Agreement dated 29 December 2005 for the 'Artwork'. I noted in the covering letter the County's request to re-frame the Artwork. I have therefore drawn up the attached draft Amendment to our Agreement for review and comment by the Commissioners.

My wife and I will also be moving on 9 March 2006 into rented accommodations whilst we look for a home to buy in London. Therefore, I have also added text to alter/update my home address details referred to in Clause 7 of the original Agreement.

If the Amendment as drafted is agreeable, then perhaps they could sign two copies and post them to me. I will then sign and return one copy for your records.

Please tell John that he should feel free to contact me should there be any clauses or text that he would wish to discuss or amend. I have left 'track changes' turned on so he can make any necessary amendments and thereafter return the file to me for review.

It would be helpful if you could confirm receipt of this e-mail so I can be assured that you received the correspondence.

I am sorry that it has taken me so long to revert on this matter. January seems to have been particularly busy and I have only now been able to turn my attention to the matter.

Kind regards,
Mike Garrison
8, Clarendon Street
Cambridge
Cams. CB1 1JU
United Kingdom
Tel. +44.(0)1223.360436
Fax. +44.(0)1223.368965
Mobile: +44.(0)7733.111674
E-mail: mgarrison@theoppidan.com

LEGAL NOTICE
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County Commission

From: "Michael Garrison" <mgarrison@theoppidan.com>
To: <CountyCommission@ChristianCountyMo.gov>
Sent: Tuesday, December 27, 2005 3:33 PM
Attach: Artwork-Country-Contract-051227-Final.doc
Subject: Draft Contract-Howard Garrison Paintings

Dear Jenny,

Following on from my meeting this morning with John Grubaugh, I have attached the final draft contract which has been ammended to include the County Commission mailing address and the value of each painting. I believe John wanted to have an electronic version available in case any amendments were required prior to the he and the other commissioners being able to sign it.

Assuming that the attached contract is fine, I will endeavour to deliver to your offices two signed copies with the photographs of the paintings attached. John and the other commissioners can then date, sign each page and the signature page returning both copies to me at the address listed below. I will then sign and return one copy to you for the Commission's files.

Given the file size which contains the photos of the paintings (9 mb), I will get a CD made and have it delivered with the signed contract to your offices.

Thank you for your help.

Kind regards,
Michael H. Garrison
8, Clarendon Street
Cambridge
Cambs. CB1 1JU
United Kingdom

CONTRACT

This Agreement made and entered into this ____ day of December, 2005 by and between Michael Howard Garrison, hereinafter referred to as "Owner", and Christian County, Missouri, acting by its duly elected and authorized Commissioners, to wit: John Grubaugh, Presiding Commissioner, Tom Huff, Eastern Commissioner, and Bill Barnett, Western Commissioner, hereinafter referred to as "County":

WITNESSETH:

WHEREAS, Owner owns the paintings, drawings and artwork by Howard Garrison and Raymond Kennon described in the attached "Schedule A" (described herein as the "Artwork") and is desirous of loaning said Artwork to the County for preservation and display in the Judicial Courts Facility of Christian County, Missouri located in Ozark, Missouri; and

WHEREAS, County is desirous of taking said Artwork on loan from Owner for the purpose of displaying same in said Judicial Courts Facility,

Now, therefore, in consideration of the mutual promises, covenants and conditions contained herein, the sufficiency of which is hereby acknowledged, it is mutually agreed as follows:

1. Owner hereby loans said Artwork to County for public display in the said Judicial Courts Facility in Ozark, Missouri.
2. County agrees to take said Artwork as bailee and, during the term of this Agreement, agrees to protect, secure, and maintain it in its present condition.
3. Said Artwork shall, at all times during the term of this Agreement, be displayed to the public inside said Judicial Facility, but the specific locations where each piece of the Artwork shall be displayed shall be at the sole discretion of County, subject, however, to the requirement that each location of display shall be visible to the public using said Facility and shall be chosen by the County to minimize the possibility of theft or damage to said Artwork.
4. County agrees, at its expense, to secure and maintain insurance, payable to Owner, against theft or damage from any source, on each piece of said Artwork in amounts

John Grubaugh
Tom Huff
Bill Barnett

Michael H. Garrison

not less than the value attached to each piece in Schedule A. The parties hereby agree that the values contained in Schedule A represent the current market value of the Artwork represented therein. In the event of loss, theft or damage to said Artwork, County agrees to pay and satisfy any deductible required by such insurance coverage. Any pieces of said Artwork sustaining damage shall, be restored, if reasonably possible without substantially altering its identity and character as a painting by its creator, Howard Garrison or Raymond Kennon, by persons and in ways approved in writing by the Owner. If Owner determines that such Artwork cannot reasonably be restored to such condition, it shall be considered destroyed and Owner shall be paid the value attached to such piece in Schedule A or later addendums agreed upon by the parties. If for any reason, insurance coverage for any loss, theft or damage to any of the Artwork is denied by the insurance carrier, or is wholly or partially uninsured, County will pay to Owner the value, as contained in Schedule A, or subsequent addendums thereto, of any piece lost or destroyed, or, in the event of damage, the cost of restoration as aforesaid, up to the value of such piece contained in Schedule A or such addendums, shall be paid to Owner. Possession of such damaged pieces of Artwork shall be delivered to Owner, upon his request.

5. County will use said Artwork for viewing purposes only, will not permit the reproduction of any of said pieces, and will not profit from the presentation and display of said Artwork without the written consent of Owner.
6. Any retouching, restoration or reframing of any said Artwork shall be done at the sole expense of County and only after receiving the written consent of Owner.
7. The term of this Agreement shall be until terminated by either party in accordance with the terms hereof. Either party may terminate this Agreement as it relates to one or more of said pieces of Artwork, upon thirty days written notice to the other. Said thirty days notice period shall begin to run when the written notice of termination is received by the other party. For the purpose of the commencement of such time periods, notice to the County shall be considered accomplished when received by the offices of the County Commission, Christian County Missouri, Ozark, Missouri; and notice to the Owner shall be considered when received by him. The County's current

John Schubert
Bill Barnett

Michael A. Garrison

address is 100 West Church, Room 100, Ozark, Missouri 65721, USA. Owner's current address is 8, Clarendon Street, Cambridge, Cambs. CB1 1JU, United Kingdom. At the termination of this Agreement, said Artwork shall be delivered to Owner, or his authorized representative, at said Judicial Courts Facility.

8. This Agreement, or Schedule A, may be amended only in writing signed by the Owner and by the then members of the County Commission.
9. This Agreement and attached Schedule A, including any amendments or addendums thereto signed by the parties, shall be binding on the parties hereto, their heirs, executors, administrators, representatives, successors and assigns, except that neither this Agreement nor any rights conferred herein may be assigned by County.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures the day and year first above written.

Michael H. Garrison

Owner

Christian County Missouri By:

John Grubaugh
John Grubaugh, Presiding Commissioner

Tom Huff
Tom Huff, Eastern District Commissioner

Bill Barnett
Bill Barnett, Western District Commissioner

Painting 1

Howard Garrison, Pastel on Paper, 1970.

Description: Autumn country road landscape scene

Dimensions of painting, excluding frame: 11 3/4" high by 17 1/2" wide

Value: \$1,200.00



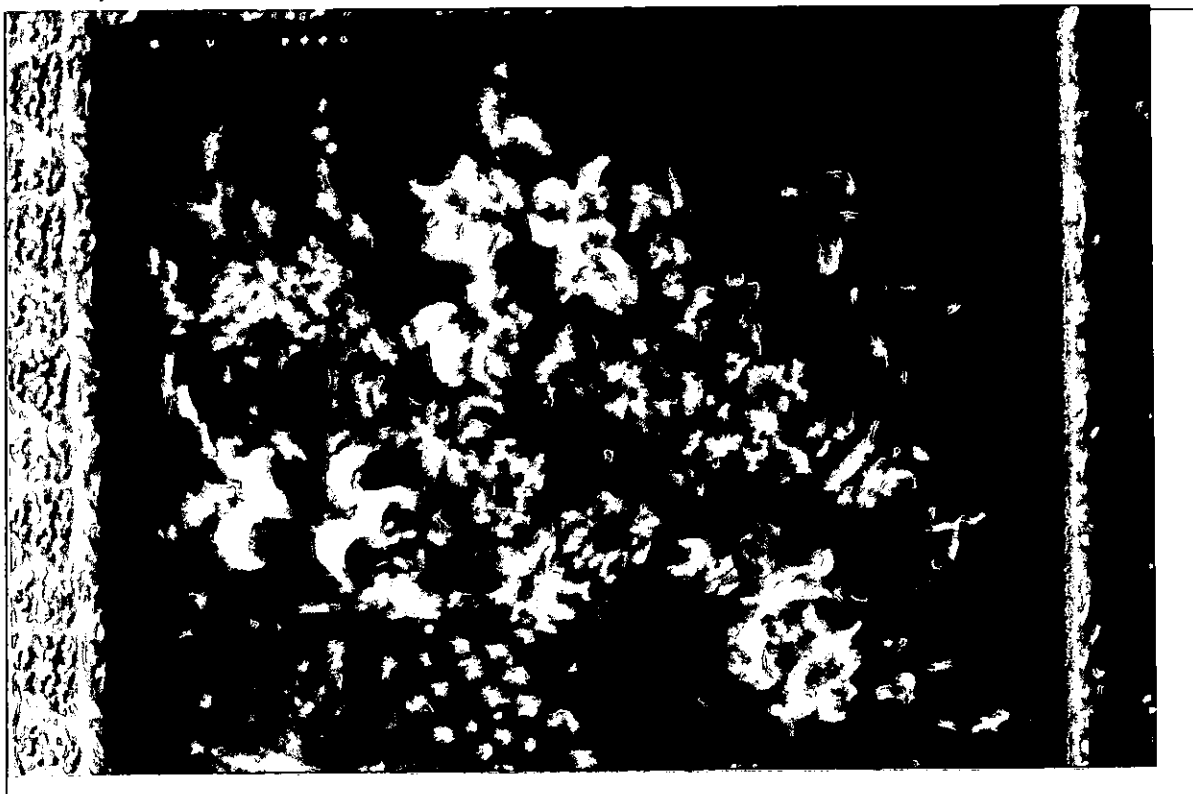
Painting 2

Howard Garrison, Oil on Board

Description: Still Life; Flower arrangement (Lilies), grapes and vase on table

Dimensions of painting, excluding frame: 19 3/4" high by 23 3/4" wide

Value: \$1,500.00



JG
BB

Painting 3

Howard Garrison, Watercolor

Description: Hiram Garrison & background scene of farmhouse at homestead

Dimensions of painting, excluding frame: 21 1/2" high by 29" wide

Value: \$600.00



Painting 4

Howard Garrison, Oil on Board, 1969

Description: Fox Hunters (L to R: Clyde Fuller, Rex Campbell, & Hiram Anderson)

Dimensions of painting, excluding frame: 23 1/4" high by 29 1/2" wide

Value: \$1,500.00



36
JA
BB
M.H.G.

Painting 5

Howard Garrison, Oil on Canvas

Description: Winter logging scene at dusk with campfire (paint flaking off on right group of trees)

Dimensions of painting, excluding frame: 13 1/2" high by 16 1/2" wide

Value: \$400.00



Painting 6

Howard Garrison, Oil on Canvas, 1954

Description: Lide Shipman and her granddaughter (paint flaking off in 1" place over window)

Dimensions of painting, excluding frame: 34" high by 40" wide

Value: \$2,000.00



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JM
7/14/92

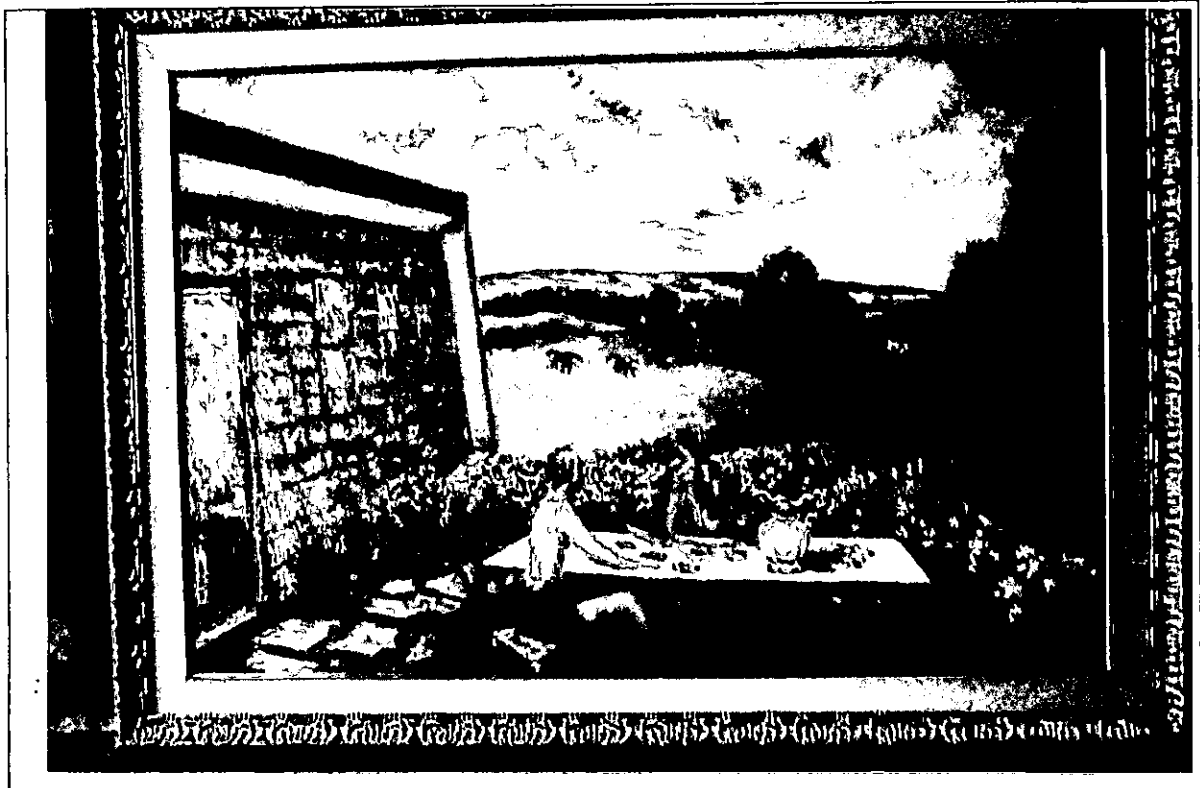
Painting 7

Howard Garrison, Oil on Board, 1971

Description: Studio Terrace in McCracken with horses in the background

Dimensions of painting, excluding frame: 26 1/2" high by 39 3/4" wide

Value: \$750.00



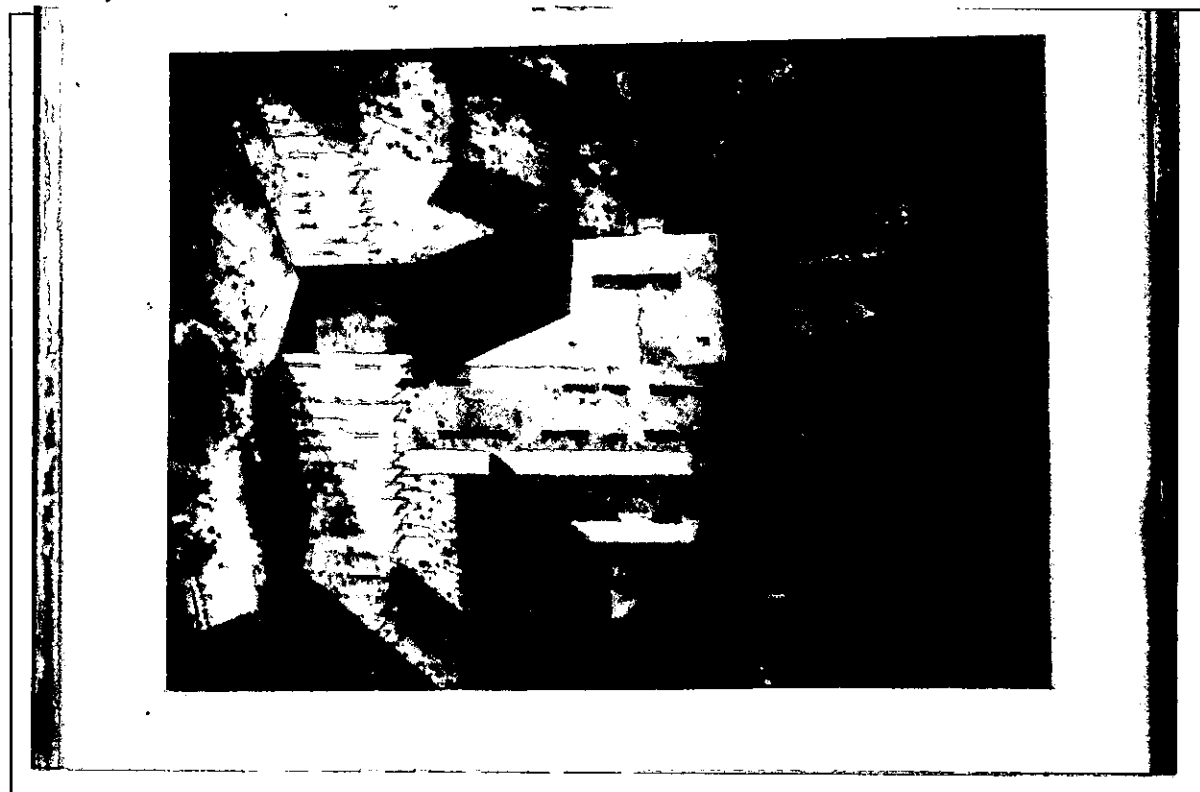
Painting 8

Raymond Kennon, Watercolor, 1966

Description: Modern urban architectural scene

Dimensions of painting, excluding frame: 28 1/2" high by 21" wide

Value: \$1,250.00



JG
AA
BB
MAG

Painting 9

Howard Garrison, Oil on Board, 1971

Description: View from inside barn located on McCracken Road looking out onto pasture

Dimensions of painting, excluding frame: 23 1/2" high by 35" wide

Value: \$2,000.00



Painting 10

Howard Garrison, Watercolor

Description: Snow scene of old Rathbun Store at McCracken that later became Howard's Studio & Home

Dimensions of painting, excluding frame: 21 3/4" high by 27 3/4" wide

Value: \$1,000.00



IG
JH
BB
MAG