

OMISSION

Pages 675-1107

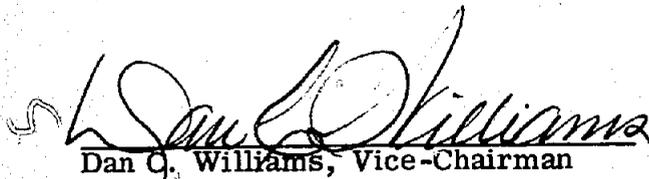
A. Ruth Baker

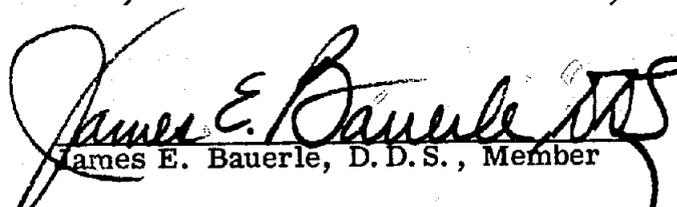
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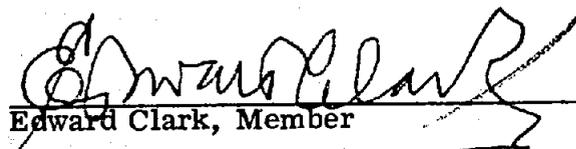
We, the undersigned members of the Board of Regents of The University of Texas System, hereby ratify and approve all actions taken at this meeting (October 24, 1975) to be reflected in the Minutes.

Signed this the 24th day of October, 1975, A.D.


Allan Shivers, Chairman

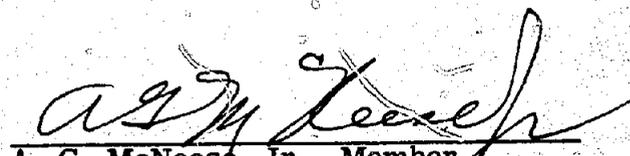

Dan C. Williams, Vice-Chairman


James E. Bauerle, D.D.S., Member


Edward Clark, Member


Mrs. Lyndon B. Johnson, Member

Thos. H. Law, Member


A. G. McNeese, Jr., Member

Joe T. Nelson, M.D., Member


Walter G. Sterling, Member

Meeting No. 736

THE MINUTES OF THE BOARD OF REGENTS
OF
THE UNIVERSITY OF TEXAS SYSTEM

Pages 1 - 134
(and Attachments Nos. 1 and 2)

October 24, 1975

Austin, Texas

MEETING NO. 736

FRIDAY, OCTOBER 24, 1975. --At 9:10 a. m. on Friday, October 24, 1975, Chairman Shivers called to order the regular meeting of the Board of Regents of The University of Texas System. The meeting was in the Main Building, Room 212, The University of Texas at Austin, Austin, Texas.

ATTENDANCE. --

Present

Chairman Shivers, presiding
Vice-Chairman Williams
Regent Bauerle
Regent Clark
Regent (Mrs.) Johnson
Regent McNeese
Regent Sterling

Absent

*Regent Law - excused
*Regent Nelson - excused

Secretary Thedford

Chancellor LeMaistre
Deputy Chancellor Walker

U. T. SYSTEM: PRESENTATION OF MR. JOHN DUNCAN, CHAIRMAN OF CHANCELLOR'S COUNCIL EXECUTIVE COMMITTEE AND HIS RESPONSE. --In introducing the Chairman of the Executive Committee of the Chancellor's Council of The University of Texas System, Chairman Shivers pointed out that the Chancellor's Council was started in 1966 by Regent Dan C. Williams, who at that time was a member of the U. T. Development Board, and that during the past years this Council had been of great value to all component institutions. Chairman Shivers then presented Mr. John Duncan.

In response to the introduction, Mr. Duncan, Chairman of the Chancellor's Council Executive Committee, defined the Chancellor's Council as one of the many organizations of the University which penetrates through all of the component units of the U. T. System. It is the "super-financial booster" of the System because an individual has to pledge or give \$10,000 in order to qualify for membership. In summary, the Council has over 500 active members; 39 of whom are on the Executive Committee. The Executive Committee meets three times a year at the various components and the entire Council meets annually. At these meetings, Chancellor LeMaistre briefs the members about the activities of the University. Among other gifts, the Executive Committee seeks unrestricted gifts that are so badly needed in the U. T. System for those things that cannot be paid for out of State funds.

On behalf of the Board of Regents, Chairman Shivers expressed appreciation to Mr. Duncan and to the other members of the Council who are doing a great job for the U. T. System.

*Regent Law was excused because of a prior commitment.
Regent Nelson was excused because of illness.

INTRODUCTION OF GUESTS AND STUDENT REPRESENTATIVES. --
 Either at the beginning or during the course of the meeting, Chairman Shivers recognized the following:

Mr. Wales Madden, President of Ex-Students' Association and a former Regent of The University of Texas System

Mr. Jack Maguire, Executive Director of the Ex-Students' Association (recently named Executive Director of The University of Texas at San Antonio Institute of Texan Cultures)

Regent Sterling introduced Mr. Neill F. Amsler, Jr., Executive Vice-President of Hermann Hospital Estate.

Chairman Shivers also welcomed the student representatives to the meeting and each was presented by the President of his respective institution, namely:

U. T. Arlington - President Nedderman presented:

Mr. Bill Eden, President of Student Congress
 Miss Sara Darden, Reporter for Shorthorn
 Mr. Linden Inglis, Reporter for Shorthorn

U. T. Austin - President Rogers presented:

Miss Carol Crabtree, President of Students' Association

U. T. El Paso - President Templeton presented:

Mr. James Corral, President of Student Association
 Mr. Angelo Pokluda, Reporter for Prospectus

U. T. Permian Basin - President Cardozier presented:

Mr. David Brown	} [Representatives of Student Government
Mrs. Donna Bomer	
Mr. Hoyce Kennedy	
Mr. Emilio Robinson	
Mr. Ray McCormick	

At this point, President Cardozier took the opportunity to introduce the new Business Manager at The University of Texas of the Permian Basin, Mr. L. L. LaRue.

BOARD OF REGENTS: FLOWERS TO REGENT NELSON. --Chairman Shivers reported he had talked to Regent Nelson who asked him to express regret for his not being able to attend the meeting today. Upon motion of Vice-Chairman Williams, joined by all other members present, Secretary Thedford was directed to send flowers to Regent Nelson "with best wishes of all members of the Board."

U. T. AUSTIN: COMMENTS BY PRESIDENT ROGERS RELATING TO MISS IMA HOGG. --During the meeting of the Trustees of the Winedale Stagecoach Inn Fund, and in connection with comments relating to Miss Ima Hogg, President Rogers reported that during the week of October 20 in New York Carnegie Hall Dickran Atamian, a senior piano student at The University of Texas at Austin, won first prize in the Naumburg Piano Competition, one of the top-ranked music contests in the country. Tying for second place was Santiago Rodriguez, a recent U. T. piano graduate. Both are previous recipients of the Ima Hogg Scholarship in The University of Texas at Austin Music Department. This scholarship was established in Miss Ima's honor by Mr. Albert Jones.

In commemoration of Miss Hogg, Mr. Walter Ducloux, Director of the Opera Theatre and the University Symphony, will present Mahler's Symphony #8 on November 18 and 20, 1975.

President Rogers told the Board of Regents that The University of Texas at Austin and the Hogg Foundation are planning to sponsor in the Spring of 1976 an "Ima Hogg Day."

BOARD OF REGENTS: APPROVAL OF MINUTES OF REGULAR MEETING ON SEPTEMBER 12, 1975. --The Minutes of the last meeting of the Board of Regents of The University of Texas System held in Austin on September 12, 1975, had been circulated by Secretary Thedford to the members of the Board. These minutes were approved in the form distributed upon motion of Regent Sterling, seconded by Vice-Chairman Williams. The official copy is recorded in the Permanent Minutes, Volume XXIII, beginning with Page 1.

RECESS. --The Board of Regents recessed at 9:30 a. m. to reconvene as soon as the Standing Committees had completed their meetings.

EXECUTIVE SESSION OF THE COMMITTEE OF THE WHOLE. --Immediately following the Open Session of the Committee of the Whole, the Board of Regents retired to Room 209 and convened as a Committee of the Whole in Executive Session pursuant to Article 6252-17, Sections 2(e), (f) and (g), V. T. C. S. to consider:

1. Prospective Gift
2. Pending and/or Contemplated Litigation
3. Personnel Matters

RECONVENE. --Immediately after the meeting of the Executive Session of the Committee of the Whole (11:45 a. m.), Chairman Shivers reconvened and called to order the Board of Regents in Room 212, the same place at which the 9:10 a. m. session of the Board of Regents had been held. The attendance was the same as at the earlier session (Page 1).

REPORTS OF STANDING COMMITTEES

Chairman Shivers called for the reports of the Committees. With the exception of the Executive Session of the Committee of the Whole, all meetings had been conducted in open session in Room 212.

REPORT OF SYSTEM ADMINISTRATION COMMITTEE (Pages 5 - 19). -- Vice-Chairman Williams, Chairman of the System Administration Committee, submitted the following Report of the System Administration Committee and moved its adoption, stating that all matters in this report were considered in open session. The report was adopted, and the actions therein were ratified:

Report

In open session this morning, the System Administration Committee approved the following recommendations by the Administration which had been circulated to the members of the System Administration Committee since its last meeting on September 12, 1975. These recommendations are now submitted in this report for formal approval by the Board of Regents:

U. T. Arlington, U. T. Austin, Dallas Health Science Center (Dallas Medical School), Galveston Medical Branch and Galveston Medical School, Houston Health Science Center (Houston Medical School), San Antonio Health Science Center, University Cancer Center and M. D. Anderson, and System Nursing School: Amendments to the 1974-75 and 1975-76 Budgets (1-B-76). --It is recommended by the appropriate chief administrative officers, concurred in by System Administration, that the amendments (Pages 6 - 19) to the 1974-75 and 1975-76 Budgets for The University of Texas at Arlington, The University of Texas at Austin, The University of Texas Health Science Center at Dallas (The University of Texas Southwestern Medical School at Dallas), The University of Texas Medical Branch at Galveston and The University of Texas Medical School at Galveston, The University of Texas Health Science Center at Houston (The University of Texas Medical School at Houston), The University of Texas Health Science Center at San Antonio, The University of Texas System Cancer Center and The University of Texas M. D. Anderson Hospital and Tumor Institute at Houston, and The University of Texas System School of Nursing be approved.

THE UNIVERSITY OF TEXAS AT ARLINGTON
 AMENDMENTS TO THE 1974-75 AND 1975-76 OPERATING BUDGETS
 Source of Funds - Departmental Appropriations
 (Unless Otherwise Specified)

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
<u>1974-75 Budget</u>				
18.	Plant Funds - Capital Improvements Transfer of Funds	From: Unappropriated Balance via Estimated Income	To: Capital Improvements - Unexpended Plant Funds Project Allocation \$ 300,000 (To be appropriated for specific projects as required) Minor Improvements 100,000 (To supplement legis- lative appropriations) Equipment Fund 100,000 (To supplement legis- lative appropriations) Multi-level Parking Garage 200,000 <u>\$ 700,000</u>	
	Amount of Transfer	\$ 700,000		
<u>1975-76 Budget</u>				
1.	Auxiliary Enterprises - Student Health Service Change in Source of Funds	From: Estimated Income: Student Services Fees \$ 209,041 Services 36,500 Other Income 58,025 <u>Total Budget \$ 303,566</u>	To: Estimated Income: Medical Services Fees \$ 315,000 Services 36,500 <u>Total Budget \$ 351,500</u>	

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THE UNIVERSITY OF TEXAS AT ARLINGTON
 AMENDMENTS TO THE 1975-76 OPERATING BUDGET
 Source of Funds - Departmental Appropriations
 (Unless Otherwise Specified)
 (Continued)

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
<u>1975-76 Budget</u>				
2.	Auxiliary Enterprises - Student Services Fees			
	Transfer of Funds	From: Student Services Fee Unappropriated Balance via Estimated Income	To: Auxiliary Enterprises Activities as follows:	
			Capital Purchases for Student Activities	
			Capital Outlay	\$ 5,600
			Drama - Student Activities	
			Maintenance and Operation	1,500
			Swimming Pool - Student Activities	
			Wages	500
			Debate - Student Activities	
			Travel	2,500
			Student Activities Office	
			Maintenance and Operation	10,803
			Music - Student Activities	
			Maintenance and Operation	3,712
			Travel	6,015
			Student Congress	
			Maintenance and Operation	1,538
			Student Activities General	
			Maintenance and Operation	1,000
			Wages	2,400
			Classified Salaries (International Student Advisor)	12,000
			Student Publications	
			Maintenance and Operation	13,200
			Military Science - Student Activities	
			Travel	1,000
			Intercollegiate Athletics Unallocated	13,000
			Intercollegiate Athletics Administration	
			Unallocated Salaries	6,000
			Unallocated	11,000
	Amount of Transfer	\$ 91,768		<u>\$ 91,768</u>

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THE UNIVERSITY OF TEXAS AT AUSTIN
 AMENDMENTS TO THE 1974-75 OPERATING BUDGET
 Source of Funds - Departmental Appropriations
 (Unless Otherwise Specified)

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
<u>1974-75 Budget</u>				
65.	Auxiliary Enterprises - Division of Housing and Food Service			
	Transfer of Funds	From: Housing and Food Service Unappropriated Balances	To: University Apartments - Gateway Apartments	
	Amount of Transfer	\$ 37,000	\$ 37,000	---
	Increased operating expenses beyond the 1974-75 budget estimates are due to increases in utilities costs and in the cost of care and maintenance of grounds, as follows:			
			<u>Gateway Apartments</u>	
		Light and Power	\$ 28,000	
		Water	5,500	
		Grounds Maintenance	3,500	
		Total	<u>\$ 37,000</u>	
66.	Auxiliary Enterprises - Student Health Center			
	Transfer of Funds	From:	To:	
		Student Health Center - Allocation for Budget Adjustments	Student Health Center - Other Operating Expenses	
		\$ 4,200		
		Pharmacy Unappropriated Balance via Estimated Income		
		18,000		
		Student Services Fees Unappropriated Balance		
		<u>20,000</u>		
		<u>\$ 42,200</u>	\$ 42,200	---
67.	Auxiliary Enterprises - Intercollegiate Athletics for Men			
	Transfer of Funds	From: Intercollegiate Athletics for Men - Unappropriated Balance	To: Intercollegiate Athletics for Men - Other Expenses	
	Amount of Transfer	\$ 37,947	\$ 37,947	---

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THE UNIVERSITY OF TEXAS AT AUSTIN
 AMENDMENTS TO THE 1975-76 OPERATING BUDGET
 Source of Funds - Departmental Appropriations
 (Unless Otherwise Specified)

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
1975-76 Budget				
1.	Calvin McMillan (Tenure) Botany Academic Rate 1975-76 Original Budget	Professor \$ 22,976 (1974-75) \$ 23,376	Professor \$ 25,376	9/1/75
	Source of Funds: Unallocated Faculty Salaries			
2.	Henry R. Strauss Fusion Research Center Salary Rate	Research Scientist Associate V \$ 20,496 (1974-75)	Research Scientist Associate V \$ 22,980	9/1/75
	Source of Funds: Energy Research and Development Administration Contract Funds			
3.	Auxiliary Enterprises - U. T. Austin Student Publications Transfer of Funds	From: U. T. Austin Student Publications - Unappropriated Balances \$ 20,321 Reserve for Equipment Replacement <u>20,000</u>	To: U. T. Austin Student Publications - Budgeted Expenses: <u>Cactus</u> \$ 1,217 <u>Pearl Magazine</u> 402 <u>Peregrinus</u> 71 <u>Student Directory</u> 71 <u>Daily Texan</u> 18,560 Sub-total \$ 20,321 Special (Computer) Equipment <u>20,000</u>	
	Amount of Transfer	<u>\$ 40,321</u>	<u>\$ 40,321</u>	---

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THE UNIVERSITY OF TEXAS AT AUSTIN
 AMENDMENTS TO THE 1975-76 OPERATING BUDGET
 Source of Funds - Departmental Appropriations
 (Unless Otherwise Specified)
 (Continued)

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
<u>1975-76 Budget</u>				
4.	Accrued Vacation and Sick Leave Transfer of Funds	From: Unappropriated Balance (Reserve for Accrued Vacation and Sick Leave)	To: New Account - Accrued Vacation and Sick Leave	
	Amount of Transfer	\$ 100,000	\$ 100,000	---
	Senate Bill 52, Article V, Sections 7a and 7b, provide that, "A state employee who resigns, is dismissed, or separated from State employment shall be entitled to be paid in a lump sum for all vacation time duly accrued." A similar provision applies to payment for one-half of accrued sick leave. No specific appropriation was made for either of these items, yet the State Comptroller has ruled that the payments "shall" be made from funds available to the institution. This transfer is to provide funding for approximately twenty career employees currently qualifying under these provisions.			
5.	Robert G. Tull McDonald Observatory Salary Rate 1975-76 Original Budget	Research Scientist \$ 24,351 (1974-75) \$ 25,179	Research Scientist \$ 26,351	9/1/75

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT DALLAS
 AMENDMENTS TO THE 1975-76 OPERATING BUDGET
 Source of Funds - Departmental Appropriations
 (Unless Otherwise Specified)

Item No.	Explanation	Present Status			Proposed Status			Effective Dates
		Salary	Augmentation	Total Compensation	Salary	Augmentation	Total Compensation	
	<u>Dallas Medical School</u>	<u>1974-75 Budget</u>			<u>1975-76 Budget</u>			
1.	Charles Pak Internal Medicine Professor (Tenure) 1975-76 Original Budget	\$ 35,988	\$ 1,000	\$ 36,988	\$ 42,000 40,000	\$ 1,000 1,000	\$ 43,000 41,000	9/1/75
	Source of Funds: Unallocated Faculty Salaries							

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THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT DALLAS
 AMENDMENTS TO THE 1975-76 OPERATING BUDGET
 Source of Funds - Departmental Appropriations
 (Unless Otherwise Specified)
 (Continued)

Item No.	Explanation	Present Status			Proposed Status			Effective Dates
		Salary	Augmentation	Compensation	Salary	Augmentation	Compensation	
		1974-75	Budget		1975-76	Budget		
Dallas Medical School (Continued)								
2.	John D. Brodrick Ophthalmology Assistant Professor (Non-tenure) 1975-76 Original Budget	24,434	13,661	38,095	31,500 31,500	12,500 8,500	44,000 40,000	9/1/75
	Source of Funds: MSRDP							
3.	Celso Gomez-Sanchez Internal Medicine Assistant Professor (Non-tenure) 1975-76 Original Budget	21,804	---	21,804	28,000 26,000	---	28,000 26,000	9/1/75
	Source of Funds: Unallocated Faculty Salaries							
4.	James T. Willerson Internal Medicine Associate Professor (Tenure) 1975-76 Original Budget	\$ 34,459	\$ 3,167	\$ 37,626	\$ 40,000 35,500	\$ 4,000 3,167	\$ 44,000 38,667	9/1/75
	Sources of Funds: Unallocated Faculty Salaries and MSRDP							
5.	Warren A. Weinberg Neurology and Pediatrics Associate Professor (Non-tenure) 1975-76 Original Budget	34,000	17,000	51,000	40,000 36,750	20,000 ---	60,000 36,750	9/1/75
	Source of Funds: Unallocated Faculty Salaries and MSRDP							

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THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT DALLAS
 AMENDMENTS TO THE 1975-76 OPERATING BUDGET
 Source of Funds - Departmental Appropriations
 (Unless Otherwise Specified)
 (Continued)

Item No.	Explanation	Present Status			Proposed Status			Effective Dates
		Salary	Augmentation	Total Compensation	Salary	Augmentation	Total Compensation	
	Dallas Medical School (Continued)	1974-75 Budget			1975-76 Budget			
6.	Hal T. Weathersby Cell Biology and Health Care Sciences Professor (Tenure) 1975-76 Original Budget	\$ 35,178	\$ ---	\$ 35,178	\$ 42,400 36,937	\$ --- ---	\$ 42,400 36,937	9/1/75
7.	James P. Luby Internal Medicine Associate Professor (Tenure) 1975-76 Original Budget Source of Funds: Unallocated Faculty Salaries (via Department of Microbiology)	33,988	---	33,988	39,000 38,000	--- ---	39,000 38,000	9/1/75
8.	Camilo Barcenas Internal Medicine Visiting Assistant Professor (Non-tenure) 1975-76 Original Budget Source of Funds: MSRDP	\$ 31,366	\$ ---	\$ 31,366	\$ 32,903 32,903	\$ 6,097 ---	\$ 39,000 32,903	9/1/75
9.	Joseph LoSpalluto Biochemistry Professor and Vice-Chairman (Tenure) 1975-76 Original Budget Source of Funds: MSRDP	33,088	---	33,088	36,500 36,500	3,000 ---	39,500 36,500	9/1/75

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THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT DALLAS
 AMENDMENTS TO THE 1975-76 OPERATING BUDGET
 Source of Funds - Departmental Appropriations
 (Unless Otherwise Specified)
 (Continued)

Item No.	Explanation	Present Status			Proposed Status			Effective Dates
		Salary	Augmentation	Total Compensation	Salary	Augmentation	Total Compensation	
	<u>Dallas Medical School (Continued)</u>	<u>1 9 7 4 - 7 5 B u d g e t</u>			<u>1 9 7 5 - 7 6 B u d g e t</u>			
10.	Margaret Beckner Psychiatry Assistant Professor (Non-tenure) 1975-76 Original Budget Source of Funds: MSRDP	\$ 19,080	\$ ---	\$ 19,080	\$ 20,034 20,034	\$ 1,200 ---	\$ 21,234 20,034	9/1/75 ²
11.	David D. Daly Neurology Professor (Tenure) 1975-76 Original Budget Source of Funds: MSRDP	32,427	10,511	42,938	35,433 35,433	12,432 10,511	47,865 45,944	9/1/75
12.	Albert D. Roberts Office of the Dean and Internal Medicine Associate Dean for Clinical Affairs and Professor (Tenure) Sources of Funds: Departmental Salaries, NIH Grant, Departmental Trust Funds, and MSRDP	\$ 38,095	\$ 14,286	\$ 52,381	\$ 45,000	\$ 10,000	\$ 55,000	9/1/75
		<u>1 9 7 5 - 7 6 B u d g e t</u>			<u>1 9 7 5 - 7 6 B u d g e t</u>			
13.	John R. Lynn Ophthalmology Professor and Chairman (Tenure) Source of Funds: MSRDP	43,100	13,000	56,100	43,100	16,900	60,000	10/1/75

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THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT DALLAS
 AMENDMENTS TO THE 1975-76 OPERATING BUDGET
 Source of Funds - Departmental Appropriations
 (Unless Otherwise Specified)
 (Continued)

Item No.	Explanation	Present Status			Proposed Status			Effective Dates
		Salary	Augmentation	Total Compensation	Salary	Augmentation	Total Compensation	
	<u>Dallas Medical School (Continued)</u>	<u>1975-76 Budget</u>			<u>1975-76 Budget</u>			
14.	Daniel W. Foster Internal Medicine Professor (Tenure) Source of Funds: MSRDP	\$ 45,000	\$ 2,500	\$ 47,500	\$ 45,000	\$ 5,500	\$ 50,500	11/1/75

THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON
 AMENDMENTS TO THE 1974-75 OPERATING BUDGET
 Source of Funds - Departmental Appropriations
 (Unless Otherwise Specified)

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
<u>1974-75 Budget</u>				
4.	Plant Funds - Capital Improvements, including Equipment			
	Transfer of Funds	From: Unappropriated Balance via Estimated Income	To: Plant Funds - Capital Improvements, including Equipment:	
			Project Allocation \$ 250,000	
			(To be appropriated for specific projects as required)	
			Hospital Equipment Fund 900,000	
			(To supplement Legislative Appropriations)	
			Hospital Area Renovation 150,000	
			(To provide minor alterations to existing facilities)	
			Custom Building Remodeling 347,000	
			Addition to Animal Building 500,000	
			(Complete interior of this project)	
			Waterproof Exterior of Buildings 35,000	
			(A continuing preventive maintenance program for the campus buildings)	
			Parking Lots 75,000	
			(Pave the block between 11th and 12th Streets and Texas and Mechanic Avenues)	
			Utility Distribution System 150,000	
			(Bury steam, chilled water, oxygen, telephone, et.al., lines between Carpenter Shop and General Stores Building)	
			Landscaping 25,000	
			Installation of Fire Alarm System, Phase I 25,000	
	Amount of Transfer	\$ 2,457,000	\$ 2,457,000	

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THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON
 AMENDMENTS TO THE 1975-76 OPERATING BUDGET
 Source of Funds - Departmental Appropriations
 (Unless Otherwise Specified)
 (Continued)

Item No.	Explanation	Present Status			Proposed Status			Effective Dates
		Salary	Augmentation	Total Compensation	Salary	Augmentation	Total Compensation	
<u>1975-76 Budget</u>		<u>1974-75 Budget</u>			<u>1975-76 Budget</u>			
<u>Galveston Medical School</u>								
1.	Paul W. Best, Jr. Psychiatry Instructor (Non-tenure) 1975-76 Original Budget Source of Funds: MSRDP	\$ 18,000	\$ ---	\$ 18,000	\$ 18,000 18,000	\$ 4,000 ---	\$ 22,000 18,000	9/1/75

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON
 AMENDMENTS TO THE 1975-76 OPERATING BUDGET
 Source of Funds - Departmental Appropriations
 (Unless Otherwise Specified)

Item No.	Explanation	Present Status			Proposed Status			Effective Dates
		Salary	Augmentation	Total Compensation	Salary	Augmentation	Total Compensation	
<u>Houston Medical School</u>		<u>1974-75 Budget</u>			<u>1975-76 Budget</u>			
1.	Thomas S. Harle Radiology Professor and Chairman (Tenure) Source of Funds: Departmental Salaries and MSRDP	\$ 42,000	\$ 21,000	\$ 63,000	\$ 47,000	\$ 23,500	\$ 70,500	9/1/75

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THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO
 AMENDMENTS TO THE 1974-75 OPERATING BUDGET
 Source of Funds - Departmental Appropriations
 (Unless Otherwise Specified)

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
10.	Auxiliary Enterprises - University Health Service Transfer of Funds	From: University Health Service Unappropriated Balance	To: University Health Service - Maintenance and Operation \$ 23,000 Student Out-Patient Charges 6,000 <u>\$ 29,000</u>	---
	Amount of Transfer	\$ 29,000		

THE UNIVERSITY OF TEXAS SYSTEM CANCER CENTER
 AMENDMENTS TO THE 1974-75 OPERATING BUDGET
 Source of Funds - Departmental Appropriations
 (Unless Otherwise Specified)

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
<u>1974-75 Budget</u>				
8.	Plant Funds Transfer of Funds	From: Unappropriated Balance via Estimated Income	To: Unexpended Plant Fund Projects: Remodeling of Existing Building (Project No. 703-291) \$ 4,825,000 Food Service Consul- tation 75,000 <u>\$ 4,900,000</u>	
	Amount of Transfer	\$ 4,900,000		

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THE UNIVERSITY OF TEXAS SYSTEM CANCER CENTER
 AMENDMENTS TO THE 1975-76 OPERATING BUDGET
 Source of Funds - Departmental Appropriations
 (Unless Otherwise Specified)
 (Continued)

Item No.	Explanation	Present Status			Proposed Status			Effective Dates
		Salary	Augmentation	Total Compensation	Salary	Augmentation	Total Compensation	
<u>1975-76 Budget</u>		<u>1974-75 Budget</u>			<u>1975-76 Budget</u>			
<u>M. D. Anderson</u>								
1.	Edmund A. Gehan Biostatistics Biometrician and Professor of Biometrics (Term Appointment) 1975-76 Original Budget	\$ 37,088	\$ ---	\$ 37,088	\$ 39,400 38,400	\$ --- ---	\$ 39,400 38,400	9/1/75
	Source of Funds: Reserve for Professional Salaries							
2.	James H. Anderson Diagnostic Radiology Assistant Physiologist and Assistant Professor of Radiology (Physiology) (Non-tenure) 1975-76 Original Budget	\$ 21,252	\$ ---	\$ 21,252	\$ 27,500 25,000	\$ --- ---	\$ 27,500 25,000	9/1/75
	Source of Funds: Reserve for Professional Salaries							
3.	Harvey M. Goldstein Diagnostic Radiology Assistant Radiologist and Assistant Professor of Radiology (Non-tenure) 1975-76 Original Budget	\$ 28,088	\$ 13,000	\$ 41,088	\$ 33,500 33,500	\$ 16,500 15,500	\$ 50,000 48,500	9/1/75
	Source of Funds: PRS							

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THE UNIVERSITY OF TEXAS SYSTEM SCHOOL OF NURSING
 AMENDMENTS TO THE 1975-76 OPERATING BUDGET
 Source of Funds - Departmental Appropriations
 (Unless Otherwise Specified)

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
1.	Continuing Education Programs 1975-76 Budget			
	<u>Title of Account</u>	<u>Account Number</u>	<u>Amount</u>	
	Estimated Income			
	Continuing Education Fees	912-7820-0000	\$ <u>100,000.00</u>	
	Estimated Expenditures			
	Salaries	914-7820-2010	\$ 35,000.00	
	Wages	914-7820-2020	300.00	
	Consultants Fees	914-7820-2030	25,000.00	
	Maintenance, Operation, and Equipment	914-7820-2050	29,700.00	
	Travel	914-7820-2075	<u>10,000.00</u>	
	Total		<u>\$ 100,000.00</u>	

REPORT OF ACADEMIC AND DEVELOPMENTAL AFFAIRS COMMITTEE
(Page - 20 -). --Committee Chairman (Mrs.) Johnson submitted the following report of the Academic and Developmental Affairs Committee, which had conducted all of its business in open session. The report was adopted by unanimous vote, and the actions therein were ratified.

1. U. T. System: Deputy Chancellor's Docket No. 2 (Attachment No. 1) (Catalog Change). --No exception was received to Deputy Chancellor's Docket No. 2 (Attachment No. 1). The Docket was approved in the form distributed by Secretary Thedford and is attached (Attachment No. 1) following Page 134 and made a part of these Minutes.

It is ordered that any item included in this Docket that is normally published in the catalogs of the various institutions be reflected in the first catalog published hereafter by the respective institution.

2. U. T. Austin: Naming of Latin American Collection the Nettie Lee Benson Latin American Collection. --System Administration concurred in the recommendation of President Rogers that the Latin American Collection at The University of Texas at Austin be officially named the Nettie Lee Benson Latin American Collection in honor of Dr. Nettie Lee Benson who on August 31, 1975, retired as Head Librarian of the Latin American Collection. Dr. Benson is the author, editor and translator of numerous books and articles on Mexican history and Latin American librarianship and has achieved international renown for her scholarship. In her position as Head Librarian of the Latin American Collection and as one of the prime movers in the Latin American Cooperative Acquisitions Program and the Seminar on the Acquisition of Latin American Library Materials, Dr. Benson has made additional impact on national and international Latin American librarianship.
3. U. T. Austin: Authorization to Seek Permission from Coordinating Board to Establish New Bachelor of Social Work Degree Program (Catalog Change). --Upon recommendation of President Rogers, concurred in by System Administration, a new Bachelor of Social Work degree program for The University of Texas at Austin was approved with authorization to seek permission from the Coordinating Board, Texas College and University System to establish such a program.

The proposed Bachelor of Social Work program will be located in the School of Social Work which has been operating a two-year professional program leading to the Master of Science in Social Work degree since 1950. In addition it will implement the newly approved doctoral program in Social Work in September 1974. The School has staffed and funded the Social Welfare Studies Program since its inception in 1957. The proposed program is an extension of an ongoing program and the only cost differential will be the addition of a full-time Administrative Secretary to handle degree checks and maintain official student records.

If this program is approved by the Coordinating Board, the first catalog published thereafter by U. T. Austin will be amended to include the program.

REPORT OF BUILDINGS AND GROUNDS COMMITTEE (Pages 21-25). --
 The Buildings and Grounds Committee conducted its business in open session, and Committee Chairman Bauerle filed the following report of the Committee. The report was approved upon a motion duly made and seconded, and the actions therein were ratified:

1. U. T. System - Ashbel Smith Hall - Completion of Ninth Floor: Report of Committee and Ratification of Contract Award to Canyon Construction Company, Austin, Texas. --The Special Committee (consisting of Director Kristoferson, Associate Deputy Chancellor Landrum, Deputy Chancellor Walker, Committee Chairman Bauerle and Chairman Shivers) appointed at the March 14, 1975, meeting of the Board of Regents to consider bids and award a construction contract for the completion of the ninth floor of Ashbel Smith Hall (U. T. System) reported that it had awarded a construction contract within previously appropriated funds to the low bidder, Canyon Construction Company, Austin, Texas, as set out below:

Base Bid	\$ 142,241
Add Alternate No. 1 (Change Kiosk Windows)	<u>1,773</u>
Total Contract Award	\$ <u>144,014</u>

The report of the special committee was received and the action taken by the committee in awarding the construction contract to Canyon Construction Company as set out above was ratified.

2. U. T. Arlington - College of Engineering Laboratory Building and Renovation of Engineering Technology Building: Authorization to Issue Change Order for Addition of Pre-Cast Concrete Exterior Finish on Engineering Technology Building and Additional Appropriation Therefor. --System Administration reported that the original architectural design for the Renovation of the Engineering Technology Building at The University of Texas at Arlington called for a pre-cast concrete exterior finish; however, budget restrictions forced the use of a brick exterior finish at the time of the contract award to Frank J. Rooney, Inc., on April 28, 1975. Since the contract award on June 5, 1975, the estimated project cost of the College of Business Administration Building decreased and additional funds became available from that project to permit restoration of the original pre-cast concrete exterior finish for the Engineering Technology Building.

Whereupon, the recommendation of President Nedderman and System Administration that a change order be issued restoring the pre-cast concrete exterior finish for the Renovation of the Engineering Technology Building in lieu of the brick finish was approved; and an additional appropriation of \$116,000 from Constitutional Tax Bond proceeds for this construction change order and related project expenses was authorized.

3. U. T. Austin - Robert Lee Moore Hall - Finishing of Top Floor (Originally Tenth Floor) of Mathematics Wing: Report of Special Committee; Ratification of Approval of Final Plans; Contract Award to M. C. Construction Company, Austin, Texas, and Additional Appropriation Therefor. --The following report of the Special Committee with respect to finishing the top floor (originally tenth floor) of the Mathematics Wing of Robert Lee Moore Hall at The University of Texas at Austin was received:

August 14, 1975

To the Board of Regents
of The University of Texas System:

The Special Committee appointed at the Regents' Meeting held May 3, 1974, has approved the final plans and specifications and authorized the advertisement for bids for the Finishing of Top Floor (Mathematics Wing) of Robert Lee Moore Hall at The University of Texas at Austin.

/s/ W. M. Wilcox
W. M. Wilcox

/s/ Lorene L. Rogers
Lorene L. Rogers

/s/ R. S. Kristoferson
R. S. Kristoferson

/s/ E. D. Walker
E. D. Walker

/s/ James E. Bauerle
James E. Bauerle

Upon recommendation of President Rogers and System Administration:

- a. The action of the committee in approving the final plans with authorization to advertise for bids was ratified.
- b. A construction contract for the finishing of the top floor (originally tenth floor) of the Mathematics Wing of Robert Lee Moore Hall was awarded to the low bidder, M. C. Construction Company, Austin, Texas, as follows:

Base Bid	\$245,900
Add Alternates:	
No. 1 (Add Roof Deck)	10,900
No. 3 (Add Window Blinds)	<u>2,200</u>
Total Contract Award	<u>\$259,000</u>

- c. A total revised project cost of \$287,500 was authorized to cover the construction contract award, fees, air balancing and miscellaneous expenses.
- d. An additional appropriation of \$32,500 was authorized from interest on Permanent University Fund Bond proceeds, \$255,000 having been previously appropriated from the same source.
4. U. T. Austin - Hal C. Weaver Power Plant - Expansion of Generating Capacity: Authorization for Purchase Order to Ingersoll-Rand Company, Houston, Texas, for Circulating Water Pumps. --Upon recommendation of President Rogers and System Administration, authorization was given to issue a purchase order to the low bidder, Ingersoll-Rand Company, Houston, Texas, for the procurement of circulating water pumps for the Expansion of the Generating Capacity at the Hal C. Weaver Power Plant at The University of Texas at Austin as set out below:

Base Bid	\$70,456
Deduct for Testing	\$4,636
Deduct to furnish bronze shaft sleeves and bronze wearing rings	<u>774</u>
Total Deductions	<u>-5,410</u>
Net Amount of Purchase Order	<u>\$65,046</u>

It was noted that all proposals received in connection with this competitive procurement of circulating pumps included a price escalation. Ingersoll-Rand quoted a not-to-exceed escalation of one percent per month compounded from the date of award to the date of shipment (estimated to be six to seven months).

Funds for the procurement of the circulating water pumps for this project have previously been appropriated and are adequate to cover costs of escalation, if applicable to the bid.

5. U. T. El Paso: Underground Sanitary Sewer Line Easement to Providence Memorial Hospital, El Paso, Texas. --In response to a request from Providence Memorial Hospital, El Paso, Texas, an underground sanitary sewer line easement was granted to the Hospital. This easement, under a certain portion of Block 156, Alexander Addition to the City of El Paso, Texas, which lies within the boundaries of the campus of The University of Texas at El Paso is to include a 90-days' termination clause in case this area is needed for purposes of U. T. El Paso.

The Chairman of the Board of Regents was authorized to execute this instrument after it had been approved as to content by Deputy Chancellor Walker and as to form by a University attorney.

6. Galveston Medical Branch (Galveston Hospitals) - Addition to John Sealy Hospital: Award of Contract for Furniture and Furnishings to Rockford Furniture and Carpets, Austin, Texas. --The bids for furniture and furnishings for the Addition to the John Sealy Hospital at The University of Texas Medical Branch at Galveston were reviewed. It was noted that invitations to bid and specifications had been sent to 13 prospective bidders, 6 of whom returned the specifications prior to time of opening bids stating that they could not bid at that time. There were only 2 bids received.

Upon the recommendation of President Levin and System Administration, a contract award in the amount of \$19,492.82 was authorized to the low bidder, Rockford Furniture and Carpets, Austin, Texas, for the furniture and furnishings for the Addition to the John Sealy Hospital at The University of Texas Medical Branch at Galveston.

The funds necessary to cover this contract award are available in the Furniture and Equipment Account for the project.

7. Galveston Medical Branch (Galveston Hospitals) - Remodeling of Existing John Sealy Hospital: Approval of Phase I (Mechanical Systems and Children's Wing) Preliminary Plans, Authorization to Prepare Final Plans and Additional Appropriation Therefor. -- The preliminary plans and specifications for Phase I of the Remodeling of the Existing John Sealy Hospital at The University of Texas Medical Branch at Galveston, as prepared by the Project Architect, Page, Southerland, and Page, Houston, Texas, were approved at an estimated total project cost of \$3,300,000. The Project Architect was authorized to prepare final plans and specifications for consideration by the Board of Regents at a future meeting.

An appropriation of \$65,000 from Medical Branch Unexpended Plant Funds Project Allocation Account was authorized to cover fees and miscellaneous expenses through preparation of final plans, \$90,000 having been previously appropriated from this same source.

It was noted that this initial phase of remodeling of the existing hospital will include upgrading of the basic mechanical systems in the building and a new mechanical system to serve the future needs of Wings A, B and C of the hospital as well as remodeling of areas within the Children's Wing (approximately 24,000 square feet) which will be vacated upon completion of the Child Health Center now under construction at the Galveston Medical Branch. The remodeling of the basement of McCullough Outpatient Clinic and the 9th Floor of the hospital as previously planned has been transferred to a future phase of remodeling.

8. San Antonio Health Science Center (San Antonio Dental School) - Cafeteria and Other Support Facilities: Approval of Final Plans and Authorization to Advertise for Bids. --The final plans and specifications for a Cafeteria and Other Support Facilities at the San Antonio Dental School of The University of Texas Health Science Center at San Antonio prepared by the Project Architects, Phelps and Simmons and Garza and Bartlett Cocks & Associates, Inc., San Antonio, Texas, were approved at an estimated total project cost of \$1,600,000 (originally estimated at \$1,200,000) which had been previously appropriated.

The Director of the Office of Facilities Planning and Construction was authorized to advertise for bids for this project to be presented to the Board of Regents at a future meeting.

REPORT OF LAND AND INVESTMENT COMMITTEE (Pages 25-34). -- The following Report of the Land and Investment Committee was submitted by Committee Chairman Clark, who stated that all actions had been taken in open session. Upon motion duly made and seconded, the report was adopted and the actions therein were ratified:

Though the Chairman of the Board of Regents has authority to execute any document authorized by the Board, either the Associate Deputy Chancellor for Investments, Trusts and Lands or the Deputy Chancellor may execute, unless otherwise indicated in the report, all necessary instruments authorized in this report that relate to real estate or mineral interests held or controlled by the Board of Regents as a part of the Permanent University Fund or as a part of any Trust and Special Fund when each has been approved as to form by a University attorney and as to content by an appropriate official.

I. PERMANENT UNIVERSITY FUNDS

A. INVESTMENT MATTERS

1. Report on Clearance of Monies to Permanent University Fund and Available University Fund. --The following report with respect to monies cleared by the General Land Office to the Permanent University Fund and Available University Fund for the fiscal year ending August 31, 1975, was received from the Auditor, Auditing Oil and Gas Production and made a part of this Committee's report:

<u>Permanent University Fund</u>	<u>August, 1975</u>	<u>Cumulative This Fiscal Year</u>	<u>Cumulative Preceding Fiscal Year (Averaged)</u>
Royalty			
Oil	\$2,591,727.08	\$29,727,922.08	\$23,962,636.85
Gas - Regular	1,254,937.25	17,125,894.53	8,504,658.83
- F.P.C.	178.39	139,583.71	22.23
- Market Value Settlements	731,437.94	9,951,292.86	94,800.04
- In Kind Settlements	547,178.60	547,178.60	- 0 -
Water	34,305.63	159,317.56	200,918.15
Salt Brine	2,045.60	21,813.51	20,711.95
Rental on Mineral Leases	344,250.38	697,889.57	446,689.25
Rental on Water Contracts	7,143.51	28,462.94	75,683.51
Rental on Brine Contracts	100.00	500.00	200.00
Amendments and Extensions of Mineral Leases	32,035.00	227,064.25	264,696.36
	<u>5,545,339.38</u>	<u>58,626,919.61</u>	<u>33,571,017.17</u>
Bonuses, Mineral Lease Sales, (actual)	- 0 -	7,816,000.00	11,124,800.00
Total, Permanent University Fund	<u>5,545,339.38</u>	<u>66,442,919.61</u>	<u>44,695,817.17</u>
<u>Available University Fund</u>			
Rental on Easements	22,713.81	225,098.80	302,518.15
Interest on Easements and Royalty	283.55	19,734.23	2,859.11
Correction Fees - Easements	- 0 -	100.00	- 0 -
Transfer and Relinquishment Fees	556.37	6,113.97	6,181.96
Total, Available University Fund	<u>23,553.73</u>	<u>251,047.00</u>	<u>311,559.22</u>
Total, Permanent and Available University Funds	<u>5,568,893.11</u>	<u>66,693,966.61</u>	<u>45,007,376.39</u>
<u>Oil and Gas Development - August 31, 1975</u>			
Acreage Under Lease	714,756		
Number of Producing Acres	337,272		
Number of Producing Leases	1,498		

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2. Permanent University Fund: Ratification of Assignment of Seller-Servicer Contract with Glenn Justice Mortgage Company, Inc., Dallas, Texas, to Southern Trust & Mortgage Company, Dallas, Texas. --It was reported by System Administration that the Glenn Justice Mortgage Company, Inc., Dallas, Texas, who was servicing six FHA mortgages (under seller-servicer contract dated April 29, 1968) with an unpaid principal balance of approximately \$108,000 for the Board of Regents of The University of Texas System for the Permanent University Fund, entered into a contract effective September 30, 1975, whereby Southern Trust & Mortgage Company, Dallas, Texas (who is presently an approved seller-servicer of FHA mortgages for the Board of Regents and servicing 123 loans with a principal balance of approximately \$1,834,000) purchased a substantial portion of Glenn Justice's loan servicing portfolio, including the FHA mortgages being serviced by Glenn Justice Mortgage Company, Inc., for the University. Associate Deputy Chancellor for Investments, Trusts and Lands Lobb had approved the assignment of the seller-servicer contract dated April 29, 1968, and requested ratification thereof.

The Board of Regents ratified the action of Associate Deputy Chancellor Lobb in approving the assignment of the seller-servicer contract with Glenn Justice Mortgage Company, Inc., to Southern Trust & Mortgage Company.

B. LAND MATTERS

Easements and Surface Leases Nos. 4015-4037 and Material Source Permits Nos. 493-496. --Easements and Surface Leases Nos. 4015-4037 and Material Source Permits Nos. 493-496 were approved as set out below. All are within the policies of the Board of Regents and all have been approved as to form by a University attorney and as to content by an appropriate official. Payment for each has been received in advance unless otherwise indicated, and each document is on the University's standard form and is at the standard rate:

a. Easements and Surface Leases Nos. 4015 - 4037

No.	Company	Type of Permit	County	Location (Block#)	Distance or Area	Period	Consideration
4015	Bill J. Graham (renewal of 3167)	Surface Lease (salt water disposal contract)	Ward	17	one acre	10/1/75- 9/30/76*	\$ 1,200.00 (annually)
4016	Allan Construction Co.	Surface Lease (construction yard site)	Pecos	16	20 acres	8/1/75- 7/31/76**	600.00 (annually)
4017	Odessa Natural Corporation (renewal of 2103)	Pipe Line	Crane	30, 31	293.9 rds. 6-5/8 inch	11/1/75- 10/31/85	514.33
4018	Phillips Petroleum Company	Pipe Line	Martin	6, 7	178.21 rds. 3 1/2 inch 67.27 rds. 6-5/8 inch	7/1/75- 6/30/85	295.93
4019	Phillips Petroleum Company (renewal of 2058)	Pipe Line	Crane	30, 31	3,224.2 rds. 4 1/2 inch	1/75- 31/85	3,224.20
4020	Phillips Petroleum Company (renewal of 2057)	Pipe Line	Crane	30	1,658.10 rds. various size	9/1/75- 8/31/85	3,482.57

*Renewable from year to year, but not to exceed a period of five years.
**Renewable from year to year, but not to exceed a period of ten years.

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Land Matters - Continued--

No.	Company	Type of Permit	County	Location (Block#)	Distance or Area	Period	Consideration
4021	Phillips Petroleum Company (renewal of 2056)	Pipe Line	Crane, Ector	35	47.9 rds. 3½ inch 646.9 rds. 4½ inch	9/1/75- 8/31/85	\$ 694.80
4022	Texaco, Inc. (renewal of 2084)	Pipe Line	Winkler	20	331.27 rds. 4½ inch	10/1/75- 9/30/85	331.27
4023	Texaco, Inc. (renewal of 2085)	Pipe Line	Ward	18	220 rds. 4 inch	10/1/75- 9/30/85	220.00
4024	El Paso Natural Gas Company (renewal of 2152)	Pipe Line	Crockett	29	17.45 rds. 4½ inch	3/1/76- 2/28/86	100.00 (min.)
4025	Natural Gas Pipeline Company of America	Surface Lease (meter site)	Ward	18	0.344 acre	7/1/75- 6/30/85	1,000.00 (full)
4026	Natural Gas Pipeline Company of America	Pipe Line	Ward	18	27.5 rds. 4 inch 2,721.8 rds. 6 inch	7/1/75- 6/30/85	4,790.65
4027	Texas Electric Service Company (renewal of 2089 and 2274)	Power Line	Ector	35	226.43 rds. single pole	11/1/75- 10/31/85	203.79
4028	El Paso Electric Company (renewal of 2077)	Power Line	El Paso	L	1,844 rds. single pole	11/1/75- 10/31/85	1,659.60
4029	El Paso Electric Company (renewal of 2078)	Surface Lease (power switching station site)	El Paso	L	100' x 100'	11/1/75- 10/31/85	1,000.00 (full)

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Land Matters - Continued--

No.	Company	Type of Permit	County	Location (Block#)	Distance or Area	Period	Consideration
4030	Exxon Pipeline Company (renewal of 2053)	Pipe Line	Andrews	9	2,758.24 rds. 10-3/4 inch	10/1/75- 9/30/85	\$ 4,826.94
4031	Shell Pipe Line Corporation (renewal of 2144)	Pipe Line	Andrews	9	198 rds. 3½ inch 280 rds. 4½ inch	2/1/76- 1/31/86	478.00
4032	The Permian Corporation	Pipe Line	Martin, Andrews	7	2,047.0 rds. 4½ inch	9/1/75- 8/31/85	2,047.00
4033	San-Tex Outdoor Advertising	Surface Lease (sign site)	Reagan	11	20' x 50'	10/1/75 9/30/76*	100.00 (annually)
4034	San-Tex Outdoor Advertising	Surface Lease (sign site)	Reagan	11	20' x 50'	10/1/75- 9/30/76*	100.00 (annually)
4035	Texas Electric Service Company (renewal of 2090)	Power Line	Andrews	3, 6, 8, 11, 13 & 14	4,340.33 rds. single pole	11/1/75- 10/31/85	3,906.30
4036	Texas Electric Service Company (renewal of 2067)	Power Line	Andrews	10, 11	3,230.24 rds. H-frame	11/1/75- 10/31/85	4,845.36
4037	Marathon Pipeline Company	Pipe Line	Crockett, Upton, Crane	14, 30	1,917 rds. 16 inch	10/1/75- 9/30/85	4,984.20

*Renewable from year to year, but not to exceed a period of ten years.

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Land Matters - Continued--

b. Material Source Permits Nos. 493 - 496

No.	Grantee	County	Location	Quantity	Consideration
493	Trio Specialities Company	Ward	Block 18	1,660 cubic yards pad dirt	\$ 498.00
494	Flint Engineering & Construction Company	Pecos	Block 26	3,433.3 cubic yards pad dirt	1,029.99
495	W. A. "Bill" Farmer Construction Company	Andrews	Block 9	390 cubic yards sand	117.00
496	Co-Con, Inc.	Upton	Block 58	169,587 cubic yards borrow material	11,871.09

TRUST AND SPECIAL FUNDS

A. GIFTS, BEQUESTS AND ESTATES

1. U. T. Austin: Acceptance of Benefits Under Will of Former Regent Mrs. I. D. Fairchild, Deceased. --Committee Chairman Clark in presenting the details of the Will of Mrs. I. D. Fairchild, Deceased (a resident of Lufkin, Texas) lauded Mrs. Fairchild for her service to The University of Texas as a devoted member of the Board of Regents from 1935 to 1945. Mrs. Fairchild died last year and her estate will be in administration for several more months. Her original Will was executed in 1964, and a codicil executed in 1968 providing in part as follows:

"I hereby authorize and empower my Independent Executors hereinafter named, as soon as possible after my death, to organize and incorporate under the laws of the State of Texas, the I. D. and Marguerite Fairchild Educational, Religious, Charitable and Civic Foundation, with nine (9) Trustees, who must be bona fide residents of Angelina County, Texas. This Foundation is to comply with all the laws of the State of Texas and all Federal laws, and in particular the Internal Revenue Service, and to this Foundation, when legally organized, I devise, give and bequeath all of the real estate I own beyond the city limits of the City of Lufkin, Angelina County, Texas, and elsewhere in the State of Texas, for the following purposes:

First

One-half (1/2) of the corpus of said Trust Estate and one-half (1/2) of the net income thereon shall be used for the use and benefit of the Fine Arts Department of the University of Texas, for the purpose of establishing the Marguerite Fairchild Professorship or Chair in the Fine Arts Department of the University of Texas.

Second

The corpus of the remaining one-half (1/2) of said Trust Estate, as well as the income therefrom, shall be used by the Trustees of the Foundation for public uses in Angelina County, Texas in the field of charity, religion, education, civic improvements, public recreation areas and any purpose for the benefit of the citizens of Angelina County, Texas."

Committee Chairman Clark further reported that the Independent Co-Executors of Mrs. Fairchild's Estate, Miss Persis Shearer, a sister of Mrs. Fairchild, and Mr. John Henderson, both residents of Lufkin, Texas, are in the process of organizing the I. D. and Marguerite Fairchild

Educational, Religious, Charitable and Civic Foundation. At the appropriate time, a recommendation to establish the Marguerite Fairchild Professorship or Chair in Fine Arts will be submitted. It is estimated by the Executors that one-half of the property going to the Fairchild Foundation will be approximately \$300,000 based on present values. Committee Chairman Clark feels that the Executor's estimate is conservative. He thinks it will be substantially more and that it will be sufficient to establish the Chair rather than the Professorship.

Committee Chairman Clark moved, and it was duly seconded and unanimously adopted, that this generous bequest be accepted with deep appreciation.

2. Galveston Medical Branch (Galveston Medical School): Acceptance of Gift from Dr. B. W. Henry, Galveston, Texas, and Establishment of The David Fant and Ollie Hibbs Henry Lectureship in Psychiatry and Religion. -- With sincere appreciation, a gift of \$10,000 was accepted by the Board of Regents from Dr. B. W. Henry, Associate Professor of Psychiatry at the Galveston Medical School of The University of Texas Medical Branch at Galveston, and The David Fant and Ollie Hibbs Henry Lectureship in Psychiatry and Religion was established at the Medical School in memory of Dr. Henry's parents.
3. University Cancer Center (M. D. Anderson): Acceptance of Bequest Under Wills of A. Lewis Jacobs and Eleanor R. Jacobs, Houston, Texas. --The Board of Regents accepted with deep appreciation bequests under the wills of Mr. A. Lewis Jacobs and his wife, Mrs. Eleanor R. Jacobs, Houston, Texas, for use in cancer research at M. D. Anderson Hospital and Tumor Institute of The University of Texas System Cancer Center. Mr. Jacobs died in 1971 and Mrs. Jacobs in July of 1974.

The Administration reported that Mr. and Mrs. Jacobs left mutual wills, the effect of which is that one-half of each residuary estate is bequeathed to "M. D. Anderson Hospital and Tumor Institute of Houston (to be used in research on ovarian cancer, preferably under the direction of Dr. W. P. Creasman)." A partial distribution of \$80,000 has been received from Mrs. Jacobs' Estate, and the remainder of approximately \$50,000 should be received in the next few months. Mr. Jacobs' Estate remains in trust with First City National Bank of Houston during the lifetime of a sister who receives \$10,000 annually for life. This trust has a book value of approximately \$180,000, one-half of the remainder of which ultimately will come to M. D. Anderson.

B. REAL ESTATE MATTERS

1. U. T. Austin - Hogg Foundation: Oil and Gas Lease to A. V. Beebe, El Dorado, Arkansas, on 26 Acre Tract in Union County, Arkansas. --Upon recommendation of the Administration, authorization was given for an oil

and gas lease to A. V. Beebe of El Dorado, Arkansas, on the Hogg Foundation's interest under a tract of 26 acres in Section 8, Township 16 South, Range 15 West, Union County, Arkansas, at \$27 per mineral acre for a 3-year paid up lease with 1/8th royalty. The Hogg Foundation's interest amounts to 1.969 mineral acres.

It was reported that Mrs. Alice N. Hanszen and the Estate of Miss Ima Hogg have small interests in this tract and are expected to execute leases under the same terms. Mr. Beebe has a lease on a small tract adjoining and wants to drill a well with the hope of getting small production. The tract is in the old Smackover Field, but there has been no production on the tract in recent years. There are about 30 mineral owners, and Mr. Beebe has stated that he cannot pay more than 1/8th royalty.

2. U. T. El Paso - Josephine Clardy Fox Fund: Approval of Revised Lease to Charles Little d/b/a Del Camino Motors on Property at 5120 Paisano, El Paso, Texas. -- Upon the recommendation of Associate Deputy Chancellor Lobb, approval was given for a revised lease (revision of lease approved by the Board of Regents at its meeting on September 12, 1975) with Charles Little d/b/a Del Camino Motors covering property at 5120 Paisano, El Paso, Texas (Josephine Clardy Fox Fund - The University of Texas at El Paso) at the following rental rates:

\$325 per month for the first year ending September 30, 1976; \$350 per month for the second year ending September 30, 1977; and \$375 per month for the two-year option period ending September 30, 1979

Committee Chairman Clark pointed out that the terms for this lease were incorrectly reported to the Board of Regents at its meeting on September 12 and that this revised lease increases the rental rates, an advantage to the University.

III. OTHER MATTERS

PUF and Trust and Special Funds: Report of Securities Transactions for the Month of August 1975. --The Report of Securities Transactions for Permanent University Fund and Trust and Special Funds for August 1975, submitted by the Office of Investments, Trusts and Lands, was received. It is attached (Attachment No. 2) following Page N-12 of Attachment No. 1 and made a part of these Minutes.

REPORT OF MEDICAL AFFAIRS COMMITTEE (Pages 35 - 45).--
 In the absence of Committee Chairman Nelson, Chairman Shivers conducted the meeting of the Medical Affairs Committee and filed the following report. All actions were taken in open session and the report was approved by unanimous vote:

1. Dallas Health Science Center (Dallas Southwestern Medical School): Appointment of Dr. Peggy Joyce Whalley to Jack A. Pritchard Professorship in Obstetrics and Gynecology. --Upon the recommendation of President Sprague, concurred in by System Administration, Dr. Peggy Joyce Whalley was approved for appointment to the Jack A. Pritchard Professorship in Obstetrics and Gynecology at Dallas Southwestern Medical School of The University of Texas Health Science Center at Dallas to be effective immediately. The Jack A. Pritchard Professorship was established in April 1975, and Dr. Whalley is its initial holder.

Dr. Whalley is the only woman to have successfully completed a residency in obstetrics and gynecology at Parkland Memorial Hospital in the last 25 years. Under her direction a chronic care high-risk facility was established at Parkland Memorial Hospital to provide specialized care to those pregnant women whose unborn child is at exceptional risk. The techniques developed by Dr. Whalley for the management of high-risk obstetric patients have gained national and even international recognition.

2. Dallas Health Science Center (Dallas Allied Health Sciences School): Affiliation Agreements with Fort Worth State School of Fort Worth, Planned Parenthood Association of Northeast Texas in Dallas, and Timberlawn Psychiatric Hospital in Dallas, Texas. --Upon the recommendation of President Sprague, concurred in by System Administration, the affiliation agreements between the Board of Regents of The University of Texas System, for and on behalf of The University of Texas Health Science Center at Dallas (The University of Texas School of Allied Health Sciences at Dallas), Dallas, Texas, and the institutions listed below were approved. These agreements are based on the model affiliation agreement for Allied Health Sciences except the "hold harmless clause" has not been incorporated since these organizations did not require it:

Fort Worth State School, Fort Worth, Texas
 Planned Parenthood Association of Northeast Texas,
 Dallas, Texas
 Timberlawn Psychiatric Hospital, Dallas, Texas

The Chairman of the Board of Regents was authorized to execute these agreements when they had been approved as to form by a University attorney and as to content by the Deputy Chancellor and the Associate Deputy Chancellor for Health Affairs.

- 3. Galveston Medical Branch: Affiliation Agreement with Austin College, Sherman, Texas (Undergraduate Training of Premedical Students), --Upon the recommendations of Dr. Brandt and President Levin, concurred in by System Administration, the affiliation agreement set out on Pages 36 - 40 between the Board of Regents of The University of Texas System, for and on behalf of The University of Texas Medical Branch at Galveston, Galveston, Texas, and Austin College, Sherman, Texas, was approved. This agreement provides for the undergraduate training of premedical students.

The Chairman of the Board of Regents was authorized to execute this agreement when it had been approved as to form by a University attorney and as to content by the Deputy Chancellor and the Associate Deputy Chancellor for Health Affairs.

AFFILIATION AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This AGREEMENT is executed on _____, 1975
between the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS
SYSTEM, for and on behalf of The University of Texas Medical
Branch at Galveston, hereinafter referred to as "the
Institution," and Austin College, Sherman, Texas, hereinafter
referred to as "the College."

WITNESSETH:

WHEREAS, it is agreed by the parties to be of mutual
interest and advantage that a joint educational program
for undergraduate premedical students be developed, to wit:

To increase the opportunities for development of
academically superior applicants to medical school.

To develop further highly reliable undergraduate school
data on each applicant in order to reduce the number of
unsuitable candidates.

To acquaint faculty of the College with medical school
education.

To increase the interaction between faculty of the Institution and faculty of the College.

NOW, THEREFORE, for and in consideration of the foregoing and in further consideration of mutual benefits, the parties to this agreement agree as follows:

1. General Information

- A. A pilot program of approximately four (4) years duration between the College and the Institution will be established to test the possibility of solving these mutual problems relating to the interface between undergraduate and medical schools. The program will be evaluated by separate faculties and by the students involved at annual intervals and at the conclusion of three (3) years.
- B. Each year approximately ten (10) qualified students of the College would be selected to participate in a program at the Institution during their third year in college. A member of the College faculty would be with the group of students while they receive instruction at the Institution for a period of seven (7) weeks. Regular course credits would be given by the College for this experience and faculty of the College would grade the student.

2. Responsibilities of the College

- A. The faculty of the College would add new aspects to their premedical program including:
- (1) more comprehensive advice and contact between premedical advisers and

premedical students beginning with their first term on campus;

- (2) increased communication between the Health Sciences Committee and the individual faculty mentor relative to their premedical students and the premedical program;
- (3) candid assessment by the mentors and individual faculty members based on closer student-faculty relationships;
- (4) regular meetings and programs for premedical students for the presentation of timely topics and featured speakers, including current medical students from medical schools and visiting faculty from the Institution;
- (5) the use of tests to evaluate the student's verbal and reading skills, provision of counseling relative to deficiencies, and the provision of opportunities to develop such skills.
- (6) personality inventory and psychological testing would be used in conjunction with the College's counseling center;
- (7) meaningful work experiences would be developed with physicians and other health professionals in local hospitals and clinics as part of the learning process;
- (8) a study program in medical ethics, national health needs, and the roles of physicians and other members of the health care team would be developed.

3. Responsibilities of the Institution

- A. To offer learning experiences for a period of seven (7) weeks each year for a group of up to ten (10) highly qualified students of the College.
- B. To assist the faculty of the College in the development of meaningful learning experiences during the premedical years.
- C. To advise the faculty of the College in ways of evaluating students for admission to medical school.

4. Evaluation of the Program

- A. The program would be evaluated at annual intervals with a major evaluation at the end of the third year. This evaluation would include but not be limited to:
 - (1) an examination of the academic performance of the students;
 - (2) a study of the relationship between the College Health Science Committee's evaluation and the students's demonstrated willingness and ability to establish effective relationships with patients, their interpersonal relationships and ability to operate within a health care team, their attitude toward their professional abilities, and an understanding of the physician's role in society;
 - (3) the selected career of students who initially designated themselves as "premedical" and their selection of careers after medical school for those who matriculated successfully;
 - (4) the ratio of the number of the College's students accepted by the Institution

for matriculation to the number of students who actually matriculated at the Institution.

- (5) the examination of a hypothetical ranking system based on a minimal academic performance in certain areas and the evaluation by the Health Sciences Committee and the interview process.

INSOFAR AS the Institution is authorized by the Constitution and the laws of the state of Texas, the Institution agrees to hold the College harmless from and against any and all liability resulting from the use of the Institution by the College. The Institution does not agree to hold the College harmless for the gross or willful negligence of the College, its officers, employees, or agents, or the actions of a third party over which the Institution has no supervision, control or jurisdiction.

This AGREEMENT is for a period of four (4) years, subject to the provision that either party may terminate the affiliation upon thirty (30) days written notice.

EXECUTED by the parties on the day and year first above written.

ATTEST:

BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM

By _____

ATTEST:

AUSTIN COLLEGE SHERMAN, TEXAS

By _____

Candace B. Aguirre
Secretary of the College

Dan T. Bedsole
Dan T. Bedsole, Provost and Dean of the Faculty

APPROVED as to Form:

APPROVED as to Content:

M. E. Hecker
University Attorney

C. W. Miller
Deputy Chancellor

W. H. [unclear]
Associate Deputy Chancellor for Health Affairs

4. Galveston Medical Branch (Galveston Allied Health Sciences School): Affiliation Agreement with Richmond State School, Richmond, Texas (Clinical Training of Allied Health Sciences Students). -- Upon the recommendation of President Levin, concurred in by System Administration, the affiliation agreement between the Board of Regents of The University of Texas System, for and on behalf of The University of Texas Medical Branch at Galveston (The University of Texas School of Allied Health Sciences at Galveston), Galveston, Texas, and Richmond State School, Richmond, Texas, was approved. This agreement is based on the model affiliation agreement for Allied Health Sciences except the "hold harmless clause" has not been incorporated since Richmond State School did not require it.

The Chairman of the Board of Regents was authorized to execute this agreement when it had been approved as to form by a University attorney and as to content by the Deputy Chancellor and the Associate Deputy Chancellor for Health Affairs.

5. Galveston Medical Branch: Affiliation Agreement with Council on Religious Ministry, Galveston, Texas (Pastoral Counseling and Patient Care Areas Common to Medicine and Theology). -- Upon the recommendations of Dr. Brandt and President Levin, concurred in by System Administration, approval was given to the affiliation agreement set out on Pages 42 - 44 between the Board of Regents of The University of Texas System, for and on behalf of The University of Texas Medical Branch at Galveston, Galveston, Texas, and the Council on Religious Ministry, Galveston, Texas. This agreement provides instruction in pastoral counseling and other areas of patient care common to medicine and theology. No "hold harmless clause" was demanded by the Council on Religious Ministry.

The Chairman of the Board of Regents of The University of Texas System was authorized to execute this agreement when it had been approved as to form by a University attorney and as to content by the Deputy Chancellor and the Associate Deputy Chancellor for Health Affairs.

AFFILIATION AGREEMENT

STATE OF TEXAS 0
 0
 COUNTY OF GALVESTON 0

This AGREEMENT is executed on _____, 1975
 between the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS
 SYSTEM, for and on behalf of The University of Texas Medical
 Branch at Galveston, hereinafter referred to as "the Medical
 Branch," and the Council on Religious Ministry, hereinafter
 referred to as "the Council."

WITNESSETH:

WHEREAS, it is agreed by the parties to be of mutual
 interest and advantage to accomplish educational purposes, to
 wit:

To provide a formal avenue for the development of
 guidelines for instruction to students at the Medical Branch
 in those areas common to medicine and theology, with special
 emphasis on topics important to the care of patients.

To participate jointly in the development of instructional
 programs for pastoral counseling and related activities.

NOW, THEREFORE, for and in consideration of the
 foregoing and in further consideration of mutual benefits,
 the parties to this agreement agree as follows:

1. General Information

- A. The Medical Branch is concerned with the
 education of physicians who will be responsible
 for the total care of patients. An important
 component will be recognition and understanding
 of religious concerns of their patients; hence,
 the Medical Branch intends to provide formal
 and informal instruction in those principles
 of theology important to the care of the patients.
 The Medical Branch has an established mechanism
 for the approval of curriculum content and this

agreement will in no way infringe on that procedure.

- B. The Council of Religious Ministry was organized to facilitate and strengthen ministry to persons in the Medical Branch and hospital community and to provide educational opportunities for religious ministry. Membership consists of ordained clergy who work professionally in the Medical Branch and other area hospitals and who have been elected by a majority vote of the membership. No specific theological doctrine will be considered in the selection process.

2. Understanding

- A. The Medical Branch will consult with the membership of the Council in the development of guidelines for instruction. The Medical Branch reserves the right to select the specific teachers according to established criteria and to have the final decision as to the specific curriculum content to be introduced.
- B. The Medical Branch agrees to work with the Council in the development of programs to provide educational opportunities for religious ministry. Such programs will require the approval of the appropriate bodies within The University of Texas System and must adhere to the highest standards of scholarship.
- C. The Council reserves the right to select its own members and to operate according to its own methods in all areas not specifically covered by this document.

This AGREEMENT in no way binds either party to expenditure of funds. Should such expenditures become essential, they will be handled through a separate contractual agreement.

This AGREEMENT is for an indefinite period, subject to the provision that either party may terminate the affiliation upon thirty (30) days written notice.

EXECUTED by the parties on the day and year first above written.

ATTEST:

BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM

By _____

ATTEST:

COUNCIL ON RELIGIOUS MINISTRY

By _____

Robert B. Wedergren

S. D. ...

APPROVED as to Form:

APPROVED as to Content:

Russell ...
University Attorney

Ed ...
Deputy Chancellor

W. K. Knisely
Associate Deputy Chancellor
for Health Affairs

6. San Antonio Health Science Center (San Antonio Medical School): Renewal of Affiliation Agreement with Board of Directors of the Community Guidance Center of Bexar County, San Antonio, Texas (Teaching Facility for Medical Students). --Upon the recommendation of President Harrison, concurred in by System Administration, the affiliation agreement between the Board of Regents of The University of Texas System, for and on behalf of The University of Texas Health Science Center at San Antonio (The University of Texas Medical School at San Antonio), San Antonio, Texas, and the Board of Directors of the Community Guidance Center of Bexar County, San Antonio, Texas, was approved. This is the renewal of an agreement which expired on September 12, 1975. The Community Guidance Center did not demand a "hold harmless clause."

The Chairman of the Board of Regents was authorized to execute this agreement when it had been approved as to form by a University attorney and as to content by the Deputy Chancellor and the Associate Deputy Chancellor for Health Affairs.

7. System Nursing School: Affiliation Agreement with Visiting Nurse Association, Houston, Texas. --The affiliation agreement based on the model affiliation agreement for Nursing between the Board of Regents of The University of Texas System, for and on behalf of The University of Texas System School of Nursing, and Visiting Nurse Association, Houston, Texas, was approved upon the recommendation of President Willman, concurred in by System Administration.

The Chairman of the Board of Regents was authorized to execute this agreement when it had been approved as to form by a University attorney and as to content by the Deputy Chancellor and the Associate Deputy Chancellor for Health Affairs.

COMMITTEE OF THE WHOLE - OPEN SESSION
(Pages 46 - 131)

The following report of the Committee of the Whole submitted by Chairman Shivers was adopted by unanimous vote:

BOARD OF REGENTS - REGENTS' RULES AND REGULATIONS, PART TWO: AMENDMENT TO SECTION 6, CHAPTER I (ADMISSION TO MEDICAL SCHOOL - COMPLIANCE WITH H. B. 2136, 64th LEG., R. S., 1975). --To comply with H. B. 2136, 64th Legislature, R. S., 1975, Section 6 (Admission to Medical School) of Chapter I of Part Two of the Regents' Rules and Regulations was amended by renumbering Section 6 to read 6.1 and by adding a new section (6.2) to read as follows:

6 General Admission Policy.

6.1 ...

6.2 All Texas resident applicants to medical schools within The University of Texas System shall be notified of their eligibility to apply to the State Rural Medical Education Board for financial assistance pursuant to Article 4498(c), Vernon's Civil Statutes. Article 4498(c) authorizes the Rural Medical Education Board to make loans, grants or scholarships to medical students who are contractually obligated to practice medicine in rural areas of the State. The notification will also inform applicants that they may seek financial assistance from the State Rural Medical Education Board at any time during medical school should they subsequently determine that they desire to enter the practice of medicine in a rural area. The fact that an applicant has contracted for a loan, grant or scholarship from the State Rural Medical Education Board will be considered by the admissions committee in the overall consideration of the applicant.

U. T. AUSTIN: ACQUISITION FROM THE JENKINS COMPANY OF EBERSTADT TEXANA COLLECTION AND APPROPRIATION FROM AVAILABLE UNIVERSITY FUND. --Upon the motion of Regent (Mrs.) Johnson, seconded by Regent Sterling, the Board approved the acquisition of the Eberstadt Texana Collection for The University of Texas at Austin from The Jenkins Company, Austin, Texas, for a total consideration of \$1,400,000, payable \$500,000 down, and equal installments of the remainder in 1976 and 1977. The Board authorized the appropriation of \$500,000 from the Available University Fund for the down payment.

The Eberstadt Collection will include among other things the following that will be of great value to The University of Texas:

1. Texana. The Texas materials are without peer in private hands and it will not be possible ever again to assemble such a large and fine group of research rarities. The Texas materials consist of:

- a. Streeter Texas. A large collection in exceptionally fine condition, including many not in U. T. Austin, and others not in U. T. Arlington and U. T. San Antonio.
 - b. Unique Texana. A superb collection of items not in Streeter but which should be. These were gathered over a period of 75 years by the Eberstadts and their agents, and were unavailable to Streeter while preparing his bibliography. In most instances, they represent the only known copy.
 - c. Texas Manuscripts. An unsurpassed collection of hitherto unknown and unconsulted manuscripts of the highest research value, including the original manuscript demanding separate statehood for Texas from Mexico, manuscripts of missionary Fray Margil de Jesus and other early Texas explorers, and manuscripts of Sam Houston, William B. Travis, James Bowie, James W. Fannin, Stephen F. Austin, and others.
 - d. Bangs Imprints. The finest known collection of materials printed by Samuel Bangs, the first printer in Texas, including many unique items unrecorded by Spell in the U. T. bibliography of Bangs.
 - e. Miscellaneous Texana. A fine group of materials on every aspect of Texas history which will fill in gaps in U. T. Austin and the other system libraries. These are essential materials for research most of which are unlikely ever to be available again.
2. Southwest. A large collection of research materials on the greater Southwest, of which Texas was the center (Texas originally included all or part of nine Southwestern States), especially:
- a. Louisiana. Materials relating to the Louisiana Purchase area, which greatly affected the development of Texas and which represents an integral part of the westward movement into Texas.
 - b. New Mexico, Arizona, Colorado, Oklahoma, etc. A fine research library on these areas which were either part of Texas or were colonized and developed largely from Texas, and to whom Texas represents the general center of influence.
 - c. Overland Travel. An excellent research library on the Westward Movement in all its aspects of exploration, pioneering, overland mails, commercial development, outlawry, and settlement, and of essential use for research on almost any area of Texas history, as Texas represents the main part of that whole.

3. Mexico and the Mexican War. A great collection of rare and near-unique research materials on the Mexican War, fought over Texan entry into the Union, and on early Mexican and Latin American history, of which Texas was a part.
4. Confederacy. An unexcelled collection of rare Confederate imprints and related materials, which will supplement a fine collection already at U. T. Austin.
5. Maps. A collection of very rare maps and charts relating to Texas and the Southwest, supplementing the superb collection at U. T. Austin.

With the addition of the Texana The University of Texas will surpass Yale, Berkeley and Newberry as the best research center in Texas and Southwestern history.

The Southwest Collection will make Texas one of the four largest libraries of Western history in the world. The others are located in California, Illinois and Connecticut.

U. T. AUSTIN: APPROPRIATION FROM AVAILABLE UNIVERSITY FUND FOR SPECIAL COLLECTIONS FOR HUMANITIES RESEARCH CENTER. -- Upon the motion of Vice-Chairman Williams, seconded by Regent Sterling, approval was given to the recommendation of President Rogers, concurred in by System Administration, that the Board of Regents authorize an appropriation of \$500,000 from the Available University Fund for the acquisition of special collections for the Humanities Research Center located in the Harry Ransom Center at The University of Texas at Austin.

U. T. AUSTIN: 99-YEAR LEASE OF WINEDALE PROPERTIES FROM WINEDALE STAGECOACH INN FUND. -- Approval was given to the lease agreement set out below (Pages 49 - 107) between the Trustees of the Winedale Stagecoach Inn Fund and the Board of Regents of The University of Texas System on behalf of The University of Texas at Austin leasing the properties of the Winedale Stagecoach Inn Fund for the use of The University of Texas at Austin to be used in accordance with conditions set out in that certain trust indenture executed by Miss Ima Hogg and the Trustees of the Winedale Stagecoach Inn Fund, dated March 25, 1965, and the supplemental trust indenture dated June 29, 1967. This agreement is for a period of 99 years with a 60 days' advance written notice termination clause and is without cash consideration but obligates the Board of Regents of The University of Texas System to maintain and operate the properties in accordance with the trust indenture and its supplement.

The Chairman of the Board of Regents was authorized to execute this agreement when it had been approved as to content by the Deputy Chancellor and as to form by a University attorney.

10-24-75

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LEASE AGREEMENT

THE STATE OF TEXAS X
COUNTY OF TRAVIS X

This LEASE AGREEMENT made and entered into this _____ day of _____, 1975, by and between The Trustees of the Winedale Stagecoach Inn Fund, hereinafter called Lessor, and The Board of Regents of The University of Texas System, for and on behalf of The University of Texas at Austin, hereinafter called Lessee,

WITNESSETH

WHEREAS, on March 25, 1965, Ima Hogg, as Donor, and the members of the Board of Regents of The University of Texas System as Trustees executed that certain trust indenture establishing the "Winedale Stagecoach Inn Fund" with its domicile in Travis County, Texas; and,

WHEREAS, such fund was created exclusively for charitable, scientific, literary or educational purposes within Texas and its purpose has been for the maintenance, support and operation of the Winedale property as a public historical museum and as a center for the teaching and study of subjects of educational interest in conjunction with programs of The University of Texas at Austin, and

WHEREAS, Lessee is desirous of expanding the programs and improving the physical facilities of the Winedale Stagecoach Inn; and

WHEREAS, the Lessor is agreeable to a lease arrangement which will facilitate the expansion of programs and improvement of facilities, and the parties desire to reduce to writing the terms of such lease agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the mutual benefits and covenants contained herein and other good and valuable consideration, the parties agree as follows:

1. Leased Premises. Lessor hereby demises and leases to Lessee for the term hereinafter set forth those certain parcels or tracts of land together with improvements located thereon in Fayette County, Texas, described in Exhibit A attached hereto and incorporated herein and made a part of this agreement for all purposes to which reference is made, to have and to hold the same for the term described in Paragraph 2.

2. Term. The term of this lease agreement shall commence on the date of execution of this agreement and shall continue for a period of ninety-nine (99) years.

3. Improvements Lessee shall not make any substantial structural alterations which will alter the character of the existing premises during the term of this lease without the prior written consent of the Lessor. Any improvements made to the premises during the term of this lease shall be at the expense of the Lessee and upon the termination of this lease all improvements on the premises shall become the property of the Lessor.

4. Use of Premises. Lessee agrees to use the premises only subject to and in accordance with the conditions set out in that certain trust indenture, dated March 25, 1965, and the supplemental trust indenture dated June 29, 1967, by and between Ima Hogg of Houston, Harris County, Texas, and the members of the Board of Regents of The University of Texas, Trustees, which instruments are attached hereto, marked as Exhibit B & C and incorporated herein and made a part of this Lease Agreement. Lessee agrees to comply with all statutes, laws and ordinances and the lawful orders, rules, regulations and requirements of all federal, state, county and municipal

governments. Lessee will not knowingly permit any illegal activities to be conducted on the leased premises.

5. Liability. Lessor shall not be liable to Lessee or to any other person whatsoever for any injury, loss or damage to any property in or upon the said premises during the term of this lease. Lessee herein covenants and agrees to assume all liability insofar as authorized by law so to do, during the term of this lease for or on account of any injury, loss or damage arising out of the use of these premises and agrees to hold Lessor harmless therefrom. The Lessee does not agree to hold Lessor harmless for the gross or willful negligence of the Lessor, its officers, employees, or agents, or the actions of a third party over which the Lessee has no supervision, control, or jurisdiction.

6. Maintenance and Repairs. Lessee shall, at its own expense and cost throughout the term of this lease, and so long as Lessee shall remain in possession of the leased premises, keep and maintain in good repair all portions of the improvements located upon the demised premises, including all fixtures, plumbing, and equipment, appurtenances, machinery therein which are wrought into and become a part of the real estate, during the term of this lease. Likewise, it shall be the obligation of Lessee to keep and maintain in good repair, the yard, ground, shrubs, trees, landscaping, driveways and curbs, forming a part of the premises. Lessee shall at all times keep and maintain all improvements in substantially their present condition, ordinary wear and tear excepted. All repairs during the term of this lease shall be made at the sole expense of the Lessee.

7. Responsibility for Operations. Subject to the terms of the trust indentures referred to above and the provisions

of this lease, Lessee shall be solely responsible for the operation of the Winedale Stagecoach Inn, including all expenses incidental to such operation.

8. Termination. This lease agreement may be terminated upon mutual consent of the parties upon sixty (60) days advance written notice.

9. Assignment or Sublease. Lessee shall not assign this lease agreement or sublet the premises or the improvements thereon or any part thereof without the consent of the Lessor in writing.

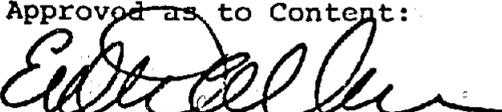
10. Default. If Lessee shall fail to perform any of the other covenants, agreements, stipulations or conditions herein, and such failure shall continue for a period of ten (10) days after written notice of failure, then it shall be the option for the Lessor to declare this lease forfeited and the same term ended, and to re-enter said premises and Lessor shall not be liable for damages by reason of such re-entry or forfeiture.

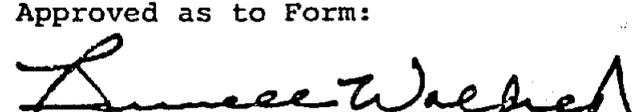
11. Governing Law. This agreement shall be construed and interpreted in accordance with the laws of the State of Texas.

EXECUTED as of the day and year first herein above written.

ATTEST: TRUSTEES OF THE WINEDALE STAGECOACH INN FUND
Secretary _____ By _____
President

ATTEST: THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM
Secretary _____ By _____
Chairman

Approved as to Content:

Deputy Chancellor

Approved as to Form:

University Attorney

10-24-75

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THE STATE OF TEXAS X

COUNTY OF TRAVIS X

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared ALLAN SHIVERS, President of the Trustees of the Winedale Stagecoach Inn Fund, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Trustees of the Wine- dale Stagecoach Inn Fund, and that he executed the same as the act of the Trustees of the Winedale Stagecoach Inn Fund, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 1975.

Notary Public in and for
Travis County, Texas

THE STATE OF TEXAS X

COUNTY OF TRAVIS X

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared ALLAN SHIVERS, Chairman of the Board of Regents of The University of Texas System, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Board of Regents of The University of Texas System and that he executed the same as the act of The Board of Regents of The University of Texas System for the purposes and consi- deration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 1975.

Notary Public in and for
Travis County, Texas

FIRST TRACT

All of that certain tract or parcel of land lying and being situated in Fayette County, Texas, described in Deed dated August 28, 1963, from Hazel G. Ledbetter to Ima Hogg, recorded in Volume 353, page 327, Deed Records, Fayette County, Texas, and more fully described as follows:

All that tract or parcel of land situated in Fayette County, Texas, out of the Joshua Fletcher League and the William S. Townsend Survey, and being a portion of the 200 acre tract conveyed to Joseph Wagner, Jr., by Jos. George Wagner by deed dated November 24, 1896, and recorded in Volume 56, Pages 426 to 428, Fayette County Deed Records, more particularly described as follows, to-wit:

BEGINNING at an iron pin and fence corner in the east line of the Old Telegraph Road at its intersection with the north line of the original 200 acre tract;

THENCE with said original line South 47 deg. 27 min. East 1586.45 feet (571.12 varas) to a fence corner;

THENCE South 42 deg. 31 min. West 340.52 feet (122.59 varas) to a fence corner;

THENCE South 47 deg. 09 min. East 492.53 feet (177.31 varas) to an iron pin and fence corner, the original northeast corner and in the west line of the Lee Wagner 150 acre tract;

THENCE with said line South 43 deg. 28 min. West 2229.30 feet (802.55 vrs.) to an iron pin and fence corner at the original southeast corner;

THENCE with the original south line North 47 deg. 00 min. 17" West 2446.91 feet (880.89 varas) to an iron pin and fence corner in the east line of a public road;

THENCE with said road line North 49 deg. 09 min. East 769.89 feet (277.16 vrs.); North 49 deg. 41 min. East 364.36 ft. (131.17 vrs.); North 53 deg. 15 min. East 1452.01 feet (522.72 varas); to the point or place of beginning, containing 130.779 acres of land;

Being the real property specifically described in deed from Lee Wagner, et al, to Hazel G. Ledbetter, dated December 28, 1961, and recorded in Volume 334, pages 539 to 543, inclusive, Deed Records of Fayette County, Texas;

Exhibit "A"

SUBJECT TO an easement to Fayette Electric Cooperative, Inc. shown in instrument from Joseph Wagner, et al, dated January 14, 1948, recorded in Volume 221, pages 399 to 404, inclusive, Deed Records of Fayette County, Texas;

SUBJECT ALSO TO an undivided one-half (1/2) of the oil, gas and other minerals under a portion of the above described land under a mineral deed from Jos. Wagner, et ux, Anna Wagner, to Texas Osage Cooperative Royalty Pool and Flag Oil Company dated July 15, 1930, recorded in Volume 152, pages 308-310, inclusive, Deed Records, Fayette County, Texas (if and to the extent, if any, that the mineral interest purported to be conveyed by said mineral deed is still validly outstanding and owned by parties other than grantor);

AND SUBJECT, ALSO, to the additional oil, gas and mineral rights reserved by Hazel G. Ledbetter under and by virtue of (and subject to the provisions of) the above described Deed of August 28, 1963, from Hazel G. Ledbetter to Ima Hogg, to which reference is here made for all purposes.

SIGNED FOR IDENTIFICATION:

/s/ Ima Hogg
Ima Hogg

SECOND TRACT

All of that certain tract or parcel of land lying and being situated in Fayette County, Texas, described in Deed dated August 5, 1966, from Ila Kickler, a feme sole, to Ima Hogg, recorded in Volume 380, Pages 498-499, Deed Records, Fayette County, Texas, and more fully described as follows:

All that certain tract of land in Fayette County, Texas, part of the W. S. Townsend One-Fourth League, and part of a 36 acre tract conveyed by Joseph Wagner and wife, Annie Wagner, to Lee Wagner, January 1, 1931, (See Volume 153, pages 366-367, Fayette County Deed Records), with metes and bounds as follows:

BEGINNING at a point 20 feet South 50° West from the south corner of a 58.3 acre tract described in a deed from Joe Wagner, et ux, to Alfred Wagner, recorded in Volume 153, pages 365-366, Deed Records of Fayette County, Texas, a stake in the Burton Road;

THENCE North 47° West 205 feet, parallel to and 20 feet from Alfred Wagner's line, to a stake;

THENCE South 43° West 267 feet to a stake for corner;

THENCE South 47° East 205 feet to a stake in the south line of said 36 acre tract, in the Burton Road;

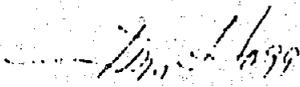
THENCE North 50° East along the south line of said 36 acre tract and along the said Burton Road, to the place of beginning;

Being the same land conveyed to Ila Kickler from Benno F. Spies, et al, on the 27th day of December, 1958, recorded in Volume 308, page 523, Deed Records of Fayette County, Texas.

SUBJECT TO an undivided one-half interest in the oil, gas, sulphur, and all other minerals described in a deed from Jos. Wagner and wife, Anna Wagner, to Texas Osage Cooperative Royalty Pool and Flag Oil Company of Texas dated July 15, 1930, recorded in Volume 152, page 308, Deed Records of Fayette County, Texas.

SUBJECT TO the rights of Fayette County and the general public in any part of the above described premises which may lie within a public road.

SIGNED FOR IDENTIFICATION:



 Ima HOGG

THIRD TRACT

All of that certain tract or parcel of land lying and being situated in Fayette County, Texas, described in Deed dated May 12, 1972, from Ila Kickler to Uriel E. Dutton, Trustee, recorded in Volume 448, page 439, Deed Records, Fayette County, Texas, and more fully described as follows:

All that certain tract or parcel of land, situated in Fayette County, Texas about 22 miles Northeast of the City of La Grange, on Jacks Creek of which 54.4 acres, more or less, is part of J. Fletcher League and 4.9 acres, more or less, is part of the W. S. Townsend 1/4 League, more fully described as follows:

BEGINNING at a stake a point where Joe Wagner's Northeast boundary line crosses the Burton road;

THENCE North 47 West 808 varas to a stake;

THENCE South 43 West at 400 varas cross the division line of Fletcher and Townsend Leagues at 37-1/2 varas more set a stake from which a P. O. marked X bears North 4 West 1-1/5 varas;

THENCE South 47 East 729 varas a stake in said Burton road;

THENCE North 53 East 441 varas to the place of beginning, containing within said limits 59.3 acres, more or less.

BEING the same land described in deed from Lina Wagner, widow of Alfred Wagner, deceased, to Ila Kickler, dated August 14, 1957, and recorded in Volume 299, pages 5 to 7, inclusive, Deed Records, Fayette County, Texas.

LESS, HOWEVER, 0.440 acre, more or less, described in deed from Ila Kickler to The State of Texas, dated January 16, 1968, and recorded in Volume 398, pages 471 to 473, inclusive, Deed Records, Fayette County, Texas.

LESS, ALSO, any other portion thereof which may be within any Public Road.

SUBJECT to the following matters to the extent, and only to the extent, same are valid and subsisting and affect any portion of the above described land:

(a) An easement in favor of Lee, Fayette Counties Cummins Creek Water Control and Improvement District No. 1, as set forth in instrument dated March 11, 1957, recorded in Volume 296, page 333, Deed Records, Fayette County, Texas;

(b) An outstanding one-half (1/2) mineral interest in the 4.9 acres, more or less, tract of land situated in the W. S. Townsend 1/4 League included in the above described land as set forth and described in an instrument recorded in Volume 152, page 308, Deed Records, Fayette County, Texas, insofar only as to said 4.9 acres, more or less, in the W. S. Townsend 1/4 League; and

(c) Any unpaid ad valorem or property taxes for the year 1972.

10-24-75

599
Official Copy

TRUST INDENTURE

CREATING WINEDALE STAGECOACH INN FUND

THE STATE OF TEXAS)
COUNTY OF HARRIS)

THIS TRUST INDENTURE, made as of the 24 day of January, 1965, by and between IMA HOGG, a feme sole and a resident of Houston, Harris County, Texas (hereinafter called "Donor") and the MEMBERS OF THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS, as hereinafter identified (sometimes hereinafter collectively called the "Trustees"),

W I T N E S S E T H:

1. The University of Texas is an educational institution of higher learning established by the Constitution of the State of Texas, located in Austin, Texas, and having as its governing body a Board of Regents (hereinafter called the "Board of Regents") presently composed of the following persons:

- W. W. Heath, of Austin, Texas;
- A. G. McNeese, Jr., of Houston, Texas;
- Walter P. Brennan, of San Antonio, Texas;
- Dr. H. Frank Connally, Jr., of Waco, Texas;
- Frank C. Erwin, Jr., of Austin, Texas;
- Mrs. J. Lee Johnson III, of Fort Worth, Texas;
- Wales Madden, Jr., of Amarillo, Texas; and
- Rabbi Levi Olan, of Dallas, Texas.

2. Of even date herewith, Donor is executing and delivering to the Trustees a deed giving and transferring to the Trustees certain real property located in Fayette County, Texas, having situated upon it the "Winedale Stagecoach Inn". A duplicate counterpart of such deed

Exhibit "B"

is attached to this Trust Indenture, marked as Exhibit "A" and made a part hereof for all purposes. The property conveyed by such Exhibit "A" is hereinafter called the "Wine-dale Property", and shall be held by the Trustees, IN TRUST, in accordance with the provisions of this Trust Indenture.

3. Of even date herewith, Donor is executing and delivering to the Trustees a deed giving and transferring to the Trustees certain real property located in Brazoria County, Texas. A counterpart of such deed is attached to this Trust Indenture, marked as Exhibit "B", and made a part hereof for all purposes. The property conveyed by such Exhibit "B" is hereinafter called the "Varner Acreage" and shall be held by the Trustees, IN TRUST, in accordance with the provisions of this Trust Indenture.

4. The "IMA HOGG FOUNDATION", referred to hereinafter, is a corporation organized and incorporated under the Texas Non-Profit Corporation Act for public charitable and educational purposes on June 26, 1964.

5. The "HOGG FOUNDATION FOR MENTAL HYGIENE" is a public charitable foundation established pursuant to the Will of W. C. Hogg, deceased, administered by the Board of Regents of The University of Texas, as Trustees, and more particularly identified and described in a deed dated July 1, 1939, from Mike Hogg, Independent Executor of the Estate of W. C. Hogg, Deceased, joined by Mike Hogg, in his individual right, and by Ima Hogg and Thomas E. Hogg, as heirs at law of W. C. Hogg, Deceased, to the Board of Regents of The University of Texas, and their successors, recorded in Volume 1127, page 463, of the Deed Records of Harris County, Texas.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That the property described in Exhibits "A" and "B" attached hereto, together with any other property which may hereafter be conveyed to the Trustees subject to the trust hereby

created, shall be held, managed and/or disposed of upon and according to this Trust Indenture, and for the purposes and uses herein set forth.

ARTICLE I.

1.1 The trust established by this Trust Indenture is denominated the "WINE DALE STAGE COACH INN FUND" and shall have perpetual existence, subject only to the provisions for termination hereinafter set out. Its domicile shall be in Travis County, Texas, and the WINE DALE STAGE COACH INN FUND shall be a Texas institution, having its situs in such state, and shall be governed by, and construed and administered in accordance with the laws of Texas. Likewise, this Trust Indenture shall always be construed according to the laws of the State of Texas.

1.2 The WINE DALE STAGE COACH INN FUND Trustees shall transact the business of the WINE DALE STAGE COACH INN FUND in the name of WINE DALE STAGE COACH INN FUND or in their names as Trustees of the WINE DALE STAGE COACH INN FUND, and may take and hold legal and equitable title to any property, real or personal, and hold, use, manage, administer, invest, reinvest and dispose of the same or any part thereof (subject to the limitations herein imposed), including all income, increase, revenue, profits and replacements thereof and therefrom. Any conveyance or transfer made to WINE DALE STAGE COACH INN FUND shall be held and construed to vest title in the WINE DALE STAGE COACH INN FUND Trustees for the time being, their successors in office and assigns. It is particularly emphasized that although the WINE DALE STAGE COACH INN FUND Trustees are the identical individuals who compose the Board of Regents of The University of Texas, the WINE DALE STAGE COACH INN FUND and the funds and properties thereof are to be held and managed entirely separate and apart from the funds or properties of The University of Texas. No part of the WINE DALE STAGE COACH INN FUND, nor any fund or property

arising therefrom, in whatever form it may take, shall ever be any part of the Permanent University Fund, nor shall the Texas Legislature have the power or be in anywise authorized to change the purposes of the WINEDALE STAGECOACH INN FUND, or to divert the funds or property of such Fund from the purposes set out in this Trust Indenture.

ARTICLE II.

2.1 The WINEDALE STAGECOACH INN FUND is created and shall be operated exclusively for charitable, scientific, literary or educational purposes within the State of Texas. No property of the WINEDALE STAGECOACH INN FUND or any of the income therefrom shall inure to the benefit of any private shareholder or individual, and no part of the activities of such Fund shall consist of carrying on propaganda, or otherwise attempting to influence legislation, or of participating in or intervening in (including the publication or distribution of statements), any political campaign on behalf of any candidate for public office.

2.2 Subject to the limitations elsewhere expressed herein, the purposes of the WINEDALE STAGECOACH INN FUND shall be the maintenance, support and operation of the Winedale Property as a public historical museum and as a center for the teaching and study of subjects of educational interest including architectural history, the fine arts, literature, language, social studies, and the intellectual-social history of Texas. The buildings and other items presently situated upon the Winedale Property are deemed to be of particular historical significance because of their bearing upon and reflection of the history, culture and influence of ethnic groups who migrated to the State of Texas in the early part of the Nineteenth Century from Northern Europe and Germany; and it is hoped that the Winedale Property may be utilized, in part, in conjunction with a significant program in which The University of Texas and

other educational and historical institutions and societies may participate dedicated to the exploration, study, demonstration and exhibition of matters relating to the many fields of historical, cultural, artistic and sociological interest associated with the history and culture of these ethnic groups and providing a vehicle for perpetuation of a program to insure thoughtful and regular concern for and appreciation of the significance and effects of our historical relationship with the peoples of Northern Europe, both from a scholarly and educational viewpoint and for the information, education and betterment of the inhabitants of the State of Texas and future generations. The Trustees may, and it is hoped will, from time to time seek advice and counsel of an advisory committee or committees which may be established or designated by the Trustees from among distinguished educators, historians, scholars and others interested in the program contemplated for the Winedale Property as above reflected, whose experience and judgment may be helpful to the Trustees in planning, administering and promoting such program.

2.3 The Trustees of the WINEDALE STAGECOACH INN FUND shall hold, manage, lease, maintain, improve and operate the Varner Acreage in such manner as they determine, in their discretion, will produce the greatest revenues to the WINEDALE STAGECOACH INN FUND or otherwise be in the best interests of such Fund, and shall also have the right and power, in the Trustee's sole discretion, to sell the Varner Acreage in parcels or in its entirety, at one sale or by several sales, for such price or prices and upon such terms and conditions, for cash or upon credit, as the Trustees may determine to be in the best interests of the WINEDALE STAGECOACH INN FUND.

2.4 If as a result of any one sale or cumulative sales of parcels thereof, all of the Varner Acreage shall be sold and disposed of by the Trustees, and if the net proceeds

from the sale of all such Varner Acreage, collectively, after deduction of the direct expenses of the sale or sales thereof exceed Five Hundred Thousand and No/100 Dollars (\$500,000), all of such excess above Five Hundred Thousand and No/100 Dollars (\$500,000) shall be paid over and distributed by the Trustees to the IMA HOGG FOUNDATION, to be used solely within the State of Texas for public charitable purposes in accordance with the provisions of the Articles of Incorporation of such IMA HOGG FOUNDATION. If the IMA HOGG FOUNDATION (or any successor charitable entity, whether a corporation, trust or otherwise) is no longer in existence at the time of sale of the Varner Acreage, or if the said IMA HOGG FOUNDATION, (or any successor charitable entity, whether a corporation, trust or otherwise) does not then qualify as a tax exempt organization for the purposes of Sections 501, 2055, and 2522 of the Internal Revenue Code of 1954, or corresponding successor provisions, then the net proceeds of such sale of the Varner Acreage in excess of Five Hundred Thousand and No/100 Dollars (\$500,000) shall be paid over and distributed by the Trustees to the HOGG FOUNDATION FOR MENTAL HYGIENE (in place of the IMA HOGG FOUNDATION) to be used solely within the State of Texas for the public charitable purposes of such HOGG FOUNDATION FOR MENTAL HYGIENE. The net proceeds of sale of Varner Acreage up to an aggregate sum of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) which is to be retained by the Trustees of the WINEDALE STAGECOACH INN FUND as aforesaid shall be managed, invested, and reinvested according to the terms of this Trust Indenture.

2.5 The net income of the WINEDALE STAGECOACH INN FUND, being all of the income after payment of all necessary and proper expenses, shall be used and applied by the Trustees for the payment of expenses and costs of maintenance, improvement,

preservation, operation and curatorial care of the Winedale Property. While it is directed that the Trustees may not use the net income of the WINEDALE STAGECOACH INN FUND in any way which is inconsistent with the purposes of the WINEDALE STAGECOACH INN FUND as set forth in Sections 2.1 and 2.2 above, it is intended that the Trustees shall have broad latitude and discretion in selecting the nature of expenditures which may actually be made for the benefit of the Winedale Property; so that by way of demonstration (and not by way of limitation) the Trustees may expend portions of such net income from the WINEDALE STAGECOACH INN FUND for acquiring, repairing, restoring, preparing for display and displaying at or on the Winedale Property any of the various articles of furniture, objects of art or industry, examples of architecture, or other evidences of our heritage and culture which are appropriate in the judgment of the Trustees for display at or on the Winedale Property, or for equipment which is deemed by the Trustees to be appropriate for its operation.

2.6 The Trustees may apply the net income of the WINEDALE STAGECOACH INN FUND to the purposes described above either directly or through their agents, employees, servants or officers.

2.7 The Trustees may receive additional donations or contributions from the Donor or from any other source, in cash or in other forms of property acceptable to the Trustees, either by way of devise or bequest in a last will and testament, or otherwise. Each and every such addition shall constitute a part of the corpus of the WINEDALE STAGECOACH INN FUND for all and any purposes (including distribution in the event of termination, as hereinafter provided), and shall be held, managed, and administered and the income, revenues, and profits therefrom shall be paid out by the Trustees pursuant to the terms of this Trust Indenture as

if such additions had been a part of the original corpus of the WINEDALE STAGECOACH INN FUND, except that the Trustees may accept donations which restrict their uses and purposes provided such restricted uses and purposes are not inconsistent with the uses and purposes of the WINEDALE STAGECOACH INN FUND set forth in this Trust Indenture.

2.8 The Trustees may also accept articles for display on or at the Winedale Property upon such terms and conditions as may be acceptable to the Trustees.

ARTICLE III.

3.1 The Trustees may, from time to time, employ such assistants and obtain and secure such office space, equipment and supplies and such other aid and facilities, upon such terms and prices as to the Trustees may seem reasonable or advisable, from time to time, and pay the reasonable cost or expense thereof out of the income from the WINEDALE STAGECOACH INN FUND. Subject to the provisions herein made for payment of expenses and costs of administration and for application of net income to the purpose of the WINEDALE STAGECOACH INN FUND, and subject to the provisions of Section 2.4 of Article II above, the Trustees may invest and reinvest any funds from time to time arising or accruing through the receipt or collection of investments, income, revenues, profits, sale of properties, or otherwise, using their best judgment in such investing and reinvesting and not being limited to any so-called legal investments for trust funds now or hereafter prescribed by statute or otherwise. The Trustees may, at their option, but are not required to keep and retain as part of the corpus of the WINEDALE STAGECOACH INN FUND any securities or investment given, devised or bequeathed to the WINEDALE STAGECOACH INN FUND or its Trustees, including also any securities or investments into which they may be converted, renewed, or extended, and all stock dividends, rights or similar accruals, and with respect to

all of them shall follow all proper and legal instructions or directions given to them by the donor or testator respecting such securities or investment in the deed, will, trust indenture or other instrument accomplishing the transfer of title to the WINEDALE STAGECOACH INN FUND or its Trustees. In addition to the powers herein expressly stated, the Trustees shall have and may exercise, subject to the provisions of this Trust Indenture, any and all powers which are necessary or desirable in order to manage and administer the WINEDALE STAGECOACH INN FUND and the properties and funds thereof, and to carry out and perform in all respects the terms of this Trust Indenture according to the true intent thereof. Without limitation intended hereby, but subject in all respect to the express provisions of this Trust Indenture, the Trustees shall have and may exercise all of the powers, rights, authorities and prerogatives, and shall have the same duties and responsibilities, as are set forth in the Texas Trust Act as it now reads and exists and also those provided by any other applicable laws of the State of Texas. Additionally, should the Texas Trust Act or any other applicable statute of the State of Texas hereafter be amended to enlarge the powers of trustees, the Trustees shall thereafter have and may exercise any and all such additional or enlarged powers.

3.2 Anything to the contrary herein notwithstanding, the Trustees shall not:

- (a) lend any part of the income or principal of the WINEDALE STAGECOACH INN FUND to;
- (b) pay any compensation (other than reasonable compensation for personal services actually rendered), to;
- (c) make any services, benefits or facilities of WINEDALE STAGECOACH INN FUND available on a preferential basis to;

(d) purchase any securities or other property 608
for more than adequate consideration in money or
money's worth from;

(e) sell any securities or other property for
less than adequate consideration in money or money's
worth to; or

(f) engage in any other transaction which
diverts any part of the income or principal of the
WINEDALE STAGECOACH INN FUND to;

any person, association, corporation or other entity that has
contributed property or money to the trust; nor shall the
Trustees ever engage or participate in any activity or trans-
action which would cause the trust to lose its status as an
organization described in Section 501(c) (3) and exempt
from tax under Section 501(a) of the Internal Revenue Code
of 1954, or corresponding provisions hereafter in effect;
and the use, directly or indirectly, of any part of the
trust fund in any such activity or transaction is hereby ex-
pressly prohibited.

3.3 The Trustees shall have full powers of settling
and approving accounts, compromising and adjusting disputes
and executing releases in all things relating to the WINEDALE
STAGECOACH INN FUND and properties, as fully and effectually
as if they were absolute owners, so as effectually and com-
pletely to discharge and exonerate all accountable parties
from all liability in respect to any matters, within the
scope of any such release.

3.4 Any assignment, transfer, bill of sale, deed,
conveyance, receipt, check, draft, note or any other document
or paper whatsoever executed by or on behalf of the Trustees
shall be sufficiently executed if signed by the person or
persons authorized to do so by a resolution of the Trustees
duly adopted at any meeting and in accordance with the terms
of such resolution. No person dealing with the Trustees as
such shall be required to see to the application of any

funds paid over to the Trustees in their trust capacity. 609

3.5 The Trustees shall keep complete and accurate records and minutes of all their proceedings, setting forth all actions taken at their meetings and the voting thereon, all of which shall be kept in a permanent bound minute book or books; they shall also keep or cause to be kept full and complete books of account, which the Trustees shall cause to be audited at least once each calendar year by an independent firm of certified public accountants. A copy of each such annual audit made shall, within sixty (60) days after the completion of the audit, be furnished by the Trustees to the Attorney General of the State of Texas and to the Donor. The Donor shall also be kept generally advised of the activities of the WINEDALE STAGECOACH INN FUND during her lifetime.

ARTICLE IV.

4.1 Each WINEDALE STAGECOACH INN FUND Trustee herein named, as well as each successor WINEDALE STAGECOACH INN FUND Trustee designated hereunder, shall be and remain a WINEDALE STAGECOACH INN FUND Trustee so long and only so long as such WINEDALE STAGECOACH INN FUND Trustee shall remain a member of the Board of Regents of The University of Texas. Immediately and automatically upon the cessation of membership of any WINEDALE STAGECOACH INN FUND Trustee as a member of the Board of Regents, by death, resignation or removal, or from any other cause, reason or circumstance whatsoever, said person or individual shall cease to be a WINEDALE STAGECOACH INN FUND Trustee. Conversely, immediately and automatically upon the appointment or election of each and every new, additional, successor, substitute or other member of the Board of Regents, from time to time hereafter, either to fill a vacancy created by death, resignation or removal of any previous member or members of the Board of Regents or by reason of any increase in the

number of members of the Board of Regents or otherwise, each and every such new, additional, successor, substitute or other member of the Board of Regents will be and become a WINEDALE STAGECOACH INN FUND Trustee, without the necessity of any other or further action, appointment or designation as such. It is the spirit and intent of this Section 4.1 that at all times and from time to time the roster of the WINEDALE STAGECOACH INN FUND Trustees shall be identical with the membership of the Board of Regents, so that any person who ceases to be a member of the Board of Regents will simultaneously cease to be a WINEDALE STAGECOACH INN FUND Trustee, and any person who hereafter becomes a member of the Board of Regents will simultaneously become a WINEDALE STAGECOACH INN FUND Trustee. Accordingly, the number of the WINEDALE STAGECOACH INN FUND Trustees shall vary from time to time as the number of members of the Board of Regents shall vary.

4.2 Subject to the terms of this Trust Indenture, the Trustees may adopt rules and regulations which shall govern in the management and administration of the WINEDALE STAGECOACH INN FUND and its properties and may, from time to time, at their option, change such rules and regulations. Subject to the terms of this Trust Indenture and in the absence of express or contrary rules or regulations adopted by the Trustees, the Trustees shall follow and apply the rules and regulations which may have heretofore or may hereafter from time to time be adopted by the Board of Regents.

4.3 Meetings of the Trustees shall be held at least two times in each calendar year, at such time and place in the City of Austin, Texas, and upon such notice, as the applicable rules and regulations may provide. Other meetings of the Trustees may be held upon the call in writing of the President or the Vice President or any two WINEDALE STAGECOACH

INN FUND Trustee, given in accordance with any applicable **611** rules and regulations, at such time and place in the City of Austin, Texas, or elsewhere within the State of Texas, and for such purpose or purposes as may be specified in the call. A majority of the then WINEDALE STAGECOACH INN FUND Trustees shall constitute a quorum at any such meeting, but less than a majority may adjourn any such meeting from time to time and from place to place in the same city until a quorum shall be present. The affirmative vote of the majority of a quorum shall be necessary and sufficient at any such meeting to authorize or ratify any action by the Trustees hereunder, except as herein otherwise expressly provided. In regard to meetings of the Trustees, it is contemplated that for the sake of convenience meetings of the Trustees may be held either immediately prior to or immediately after meetings of the Board of Regents, and, to this end, notices of meetings of the Trustees, may be incorporated in notices of meetings of the Board of Regents at any time or times.

4.4 The Trustees shall select annually from their number a President and a Vice President and shall also select annually a Secretary and a Treasurer. One person may, if the Trustees so determine, be elected President and Treasurer; likewise, one person may, if the Trustees so determine, be elected Secretary and Treasurer; but one person shall not serve, at the same time, as both President and Secretary. The President and Vice President shall be members of the Trustees. The Secretary and the Treasurer need not be Trustees. All of such officers (subject to the other provisions hereof) shall hold office for the year for which elected and thereafter until their respective successors shall be elected. By the affirmative vote of a majority of the then Trustees, any officer may be removed with or without cause at any meeting of the Trustees, provided

that notice of such vote of removal was furnished in accordance with any applicable rules and regulations.

4.5 In the event that at any time or times a vacancy shall occur on the Board of Regents, resulting in a vacancy among the WINEDALE STAGECOACH INN FUND Trustees, nothing herein shall be construed to prevent the then remaining Trustees from acting during the interim period pending filling of such vacancy; and notwithstanding that a vacancy among the Trustees may exist by reason of a vacancy on the Board of Regents, the Trustees for the time being may exercise any or all of the powers of the WINEDALE STAGECOACH INN FUND Trustees created by this Trust Indenture.

ARTICLE V.

5.1 Subject to the provisions hereof, the classification as "income" or "principal" of property and rights received by the Trustees shall be determined in accordance with generally accepted accounting principles and practices from time to time prevailing. In the event any stock dividend, promise to pay, bill, note or right shall be declared upon any stock at any time held by the Trustees, the said stock dividend, promise to pay, bill, note or right distributed pursuant thereto shall, for all purposes, be treated and deemed to be principal, even though the said stock dividend, promise to pay, bill, note or right shall represent earnings of the corporation or organization by which distributed. Subject to the provisions hereof, the Trustees may (in all doubtful situations) determine whether any receipt for the purposes of this Trust Indenture shall be treated as principal or income, and may determine all questions and matters of doubt arising in the administration of the WINEDALE STAGECOACH INN FUND property, and every such determination (whether formally made or implied from the acts of the Trustees) shall be conclusive and bind all persons interested under this Trust Indenture.

5.2 The income from the principal of the WINEDALE STAGECOACH INN FUND shall be used or expended for the promotion and furtherance of the purpose of the WINEDALE STAGECOACH INN FUND as set out in this Indenture, but the principal of the WINEDALE STAGECOACH INN FUND shall be kept intact, and shall never be expended, mortgaged, hypothecated or otherwise used or applied by the Trustees except as a permanent investment, or endowment fund, from which income may or shall be realized for the use of the WINEDALE STAGECOACH INN FUND, and furtherance of its objects and purposes. The Trustees, as such, shall have no power to borrow money upon the credit of the WINEDALE STAGECOACH INN FUND or to pledge its credit for any purpose whatsoever. All property received by the WINEDALE STAGECOACH INN FUND by way of gift, devise or bequest (and the income therefrom and increase thereof) from any person shall be used exclusively within the State of Texas for the purpose of the WINEDALE STAGECOACH INN FUND as set out in this Trust Indenture.

5.3 No acts done by any one or more of the Trustees shall be valid or binding upon the WINEDALE STAGECOACH INN FUND unless such act shall have been authorized by the Trustees or until it shall have been ratified by them in the manner provided by this Trust Indenture or by the applicable rules and regulations governing the management and administration of the WINEDALE STAGECOACH INN FUND and its property.

5.4 The Trustees shall not receive any compensation for their services as such Trustees, but if any Trustee performs services for or on behalf of the WINEDALE STAGECOACH INN FUND or its Trustees under employment by the Trustees, then he or she may be compensated for such services in such reasonable amounts as may be proper under all of the circumstances, but the fact of such employment and the services rendered and the compensation therefor shall

in each such event be entered in the minutes of the Trustees.

ARTICLE VI.

6.1 This Trust Indenture, the WINEDALE STAGECOACH INN FUND arising by its terms, and the transfers of property made to it by the Donor or any other person shall be irrevocable, and the Donor and every other person and organization shall be without power at any time to alter, amend, revoke or terminate the WINEDALE STAGECOACH INN FUND or any of the provisions of this Trust Indenture, except that the WINEDALE STAGECOACH INN FUND will terminate and all properties of said WINEDALE STAGECOACH INN FUND will pass and vest as set out hereinafter if the Winedale Property is abandoned by the Trustees. Abandonment for the purposes of this Section 6.1 shall occur either by affirmative declaration to such effect adopted as a resolution by a majority of the then Trustees, acting upon proper notice, or by an actual abandonment in fact of the Winedale Property (or a complete cessation of its use for the purposes set forth in this Trust Indenture) for a period of three hundred sixty-five (365) consecutive days.

6.2 Upon the termination of the WINEDALE STAGECOACH INN FUND, title to all property of said WINEDALE STAGECOACH INN FUND shall, immediately and automatically, pass to and vest in the IMA HOGG FOUNDATION to be used solely within the State of Texas for public charitable purposes in accordance with the articles of incorporation of said IMA HOGG FOUNDATION, or if the said IMA HOGG FOUNDATION (or any successor charitable entity whether a corporation, trust or otherwise) is then no longer in existence, or does not then qualify as a tax exempt organization for the purposes of Sections 501, 2055, and 2522 of the Internal Revenue Code of 1954, or corresponding successor provisions, then the title to all property of the WINEDALE STAGECOACH INN FUND shall immediately and automatically pass to and vest in the HOGG FOUNDATION.

FOR MENTAL HYGIENE for use solely within the State of Texas
for the public charitable purposes of said HOGG FOUNDATION
FOR MENTAL HYGIENE.

6.3 Although in the event of termination of the
WINEDALE STAGECOACH INN FUND title to all property of the
WINEDALE STAGECOACH INN FUND shall automatically pass to and
vest in the manner set forth in Sections 6.1 and 6.2 above,
the Trustees shall promptly execute and deliver all such
deeds, assignments or other muniments of title as may be
required by the transferee for the purpose of recording and
evidencing such transfer as a matter of record. In addition,
the Trustees must render such accounts and inventories to
said transferees as the latter may reasonably require.

ARTICLE VII.

7.1 The Trustees herein named, by acceptance
hereof and of the conveyances attached hereto as Exhibits
"A" and "B", signify their acceptance of the trust imposed
and covenant and agree that they and each of them, and their
successors, will do and perform as such Trustees, in the
manner and to the effect as set out in this Trust Indenture,
the several things and matters agreed and provided to be
done by them.

7.2 In the event any one or more of the provisions
of this Trust Indenture shall be for any reason declared or
adjudged illegal, invalid or unenforceable, then nevertheless
each and every other provision of this Trust Indenture shall
take effect as if the provision or provisions so declared or
adjudged to be illegal, invalid or unenforceable had never
been contained in this Trust Indenture.

7.3 No Trustee shall be liable for any act of mis-
conduct of any other Trustee, nor shall any Trustee be liable
upon account of anything done or omitted to be done by him
or her as such Trustee, save only for his or her own willful

miscefeasance or malfeasance. Further, without in anywise **616**
limiting the foregoing:

(a) None of the Trustees, or their successors, shall ever be liable to the WINEDALE STAGECOACH INN FUND estate for any loss resulting from any error in judgment made by them in good faith, in the exercise of any discretion committed to such Trustees under the terms of this Trust Indenture;

(b) None of the Trustees, or their successors, shall ever be liable to the WINEDALE STAGECOACH INN FUND estate for any negligence or willful wrong of any person employed by the Trustees to perform any service for the WINEDALE STAGECOACH INN FUND, unless the Trustees shall have been guilty of bad faith or gross negligence in the selection and employment of such person; and

(c) The Trustees, and their successors, and each of them, are expressly exonerated from any liability to the WINEDALE STAGECOACH INN FUND estate for any loss which may occur by reason of any unprofitable investment which said Trustees, in the good faith exercise of the discretion herein conferred upon the Trustees, may make of any of the WINEDALE STAGECOACH INN FUND funds under the powers conferred upon said Trustees under the provisions hereof.

7.4 No Trustee or any successor Trustee shall ever be required to give bond as such.

ARTICLE VIII.

This Trust Indenture is executed in several counterparts, each of which shall be deemed an original for all purposes, but all of which shall constitute but one and the same instrument. However, it shall not be necessary that any single counterpart of this Trust Indenture be executed by all the parties hereto, so long as each such party shall have executed at least one counterpart.

EXECUTED as of the date first hereinabove written.

MISS IMA HOGG, TRUSTEE

W. W. Heath
Trustee W. W. Heath

A. G. McNeese, Jr.
Trustee A. G. McNeese, Jr.

Walter P. Brennan
Trustee Walter P. Brennan

Dr. H. Frank Connally, Jr.
Trustee Dr. H. Frank Connally, Jr.

Frank C. Erwin, Jr.
Trustee Frank C. Erwin, Jr.

Mrs. J. Lee Johnson III
Trustee Mrs. J. Lee Johnson III

Wales Madden, Jr.
Trustee Wales Madden, Jr.

Rabbi Levi Olan
Trustee Rabbi Levi Olan

O.K.
BW
1975
HN

THE STATE OF TEXAS
COUNTY OF HARRIS

10-24-75

618

BEFORE ME, the undersigned authority, on this day personally appeared IMA HOGG, a feme sole, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office, this the 25 day of March, A.D., 1965.

Notary Public in and for
Harris County, Texas

THE STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office, this _____ day of _____ A.D., 1965.

Notary Public in and for
Travis County, Texas

THE STATE OF TEXAS
COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office, this _____ day of _____ A.D., 1965.

Notary Public in and for
_____ County, Texas

THE STATE OF TEXAS

10-24-75

619

COUNTY OF

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this _____ day of _____, A. D., 1965.

Notary Public in and for _____ County, Texas

THE STATE OF TEXAS

COUNTY OF

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office, this _____ day of _____, A. D., 1965.

Notary Public in and for Harris County, Texas

THE STATE OF TEXAS

COUNTY OF

BEFORE ME, THE undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this the _____ day of _____, A. D., 1965.

Notary Public in and for _____ County, Texas

THE STATE OF TEXAS
COUNTY OF

10-24-75

620

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this the _____ day of _____, A. D., 1965.

Notary Public in and for
_____ County, Texas

THE STATE OF TEXAS
COUNTY OF

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this _____ day of _____, A. D., 1965.

Notary Public in and for
_____ County, Texas

THE STATE OF TEXAS
COUNTY OF

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this _____ day of _____, A. D., 1965.

Notary Public in and for
_____ County, Texas

10-24-75

621

GIFT DEED

THE STATE OF TEXAS
COUNTY OF FAYETTE

} KNOW ALL MEN BY THESE PRESENTS:

That IMA HOGG, a feme sole and resident of Houston, Harris County, Texas, herein called "Grantor", as a gift, does hereby, subject to the provisions hereof, GIVE, GRANT and CONVEY unto the MEMBERS OF THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS, hereinafter identified, as Trustees, and to their successors in such capacity as set out hereinafter, herein called "Trustees" or "Grantees", all of the property lying and being situated in Fayette County, Texas (herein called the "Subject Property"), which is described and identified in Exhibit "A" which is attached hereto and incorporated herein and which has been signed by Grantor for identification herewith, and to which reference is here made for all purposes and as fully and to the same extent as if set out herein in full, subject, however, to the matters and exceptions set out in said Exhibit "A".

TO HAVE AND TO HOLD the Subject Property, together with all and singular the rights and hereditaments in anywise appertaining thereunto, unto the Trustees, and their successors and assigns, forever, in accordance with and subject to the provisions herein set forth; and Grantor binds herself and her heirs and legal representatives to warrant and forever defend, all and singular, the Subject Property unto the Trustees, their successors and assigns, against the lawful claims and demands of all persons whomsoever claiming or to claim the same, or any part thereof, subject to the matters set out in Exhibit "A" hereto.

The Board of Regents of The University of Texas will, for the sake of convenience, hereinafter be referred

to as the "Board of Regents", mention being made for identification proposes that The University of Texas is an educational institution of higher learning established by virtue of the Constitution of the State of Texas, having its principal offices in Austin, Travis County, Texas, and having as its governing body the Board of Regents referred to herein. The Members of the Board of Regents as of the effective date of this Deed are the following individuals, namely:

W. W. Heath, of Austin, Texas;
A. G. McNeese, Jr., of Houston, Texas;
Walter P. Brennan, of San Antonio, Texas;
Dr. H. Frank Connally, Jr., of Waco, Texas;
Frank C. Erwin, Jr., of Austin, Texas;
Mrs. J. Lee Johnson III, of Fort Worth, Texas;
Wales Madden, Jr., of Amarillo, Texas; and
Rabbi Levi Olan, of Dallas, Texas.

It is expressly stipulated and provided that the Grantees and Trustees under this Deed are intended to be and shall continue to be the individuals who are from time to time Members of the Board of Regents, so that each individual Trustee named herein, as well as each successor Trustee provided for hereinafter, shall be and remain a Grantee or Trustee hereunder so long and only so long as he or she shall remain a Member of the Board of Regents. Accordingly, immediately and automatically upon the cessation of membership of any such Trustee (or successor Trustee) as a Member of the Board of Regents, by death, resignation or removal,

or from any other cause, reason or circumstance whatsoever, said person or individual shall immediately and automatically cease to be a Trustee or Grantee hereunder and shall have no further right, title or interest in, to or with respect to the Subject Property, and his or her title and interest in the Subject Property shall automatically pass to and vest in the then remaining Members of the Board of Regents as Trustees hereunder. Conversely, immediately and automatically upon the appointment or election of each and every new, additional, successor, substitute or other Member of the Board of Regents from time to time hereafter, either to fill a vacancy created by death, resignation or removal of any previous Member or Members of the Board of Regents or by reason of any increase in the number of Members of the Board of Regents or otherwise, each and every such new, additional, successor, substitute or other Member of the Board of Regents will automatically be and become a Trustee and Grantee hereunder and will succeed to and be vested with an undivided interest in the Subject Property then owned by the Trustees, as a Trustee hereunder, proportionate to the then existing membership of the Board of Regents, without the necessity of any other or further action, conveyance or transfer. It is the spirit and intent of this paragraph that at all times and from time to time, title to such of the Subject Property which has not theretofore been conveyed by the Trustees to other persons or parties as hereinafter authorized will be vested in and held by the persons who are then Members of the Board of Regents, as Trustees, so that any person who ceases to be a Member of the Board of Regents will simultaneously and automatically cease to own any right, title or interest in the Subject Property and any person who hereafter becomes a Member of the Board of Regents will simultaneously and automatically acquire a proportionate undivided interest, as Trustee, in and to such of the Subject

Property as has not theretofore been conveyed to other persons or parties by the Trustees as hereinafter authorized.

It is expressly stipulated and provided that insofar as third parties are concerned the Trustees and successor Trustees from time to time holding title to the Subject Property, or any part thereof, hereunder shall have full power and authority to convey the Subject Property to any other person or persons, party or parties and otherwise to deal with and dispose of the Subject Property as fully and to the same extent as if they were the owners in fee simple thereof; and no party dealing with the Trustees or with the Subject Property shall ever be required to inquire as to the authority or power of the Trustees to make conveyances thereof or otherwise to deal therewith or dispose thereof. Likewise, any party who may purchase any part of the Subject Property from the Trustees will be fully protected in paying any consideration therefor to the Trustees then serving hereunder or to such nominee or agent or representative as the Trustees shall then designate and will not be responsible to see to the proper disposition or use of any funds or property thus paid or delivered to the Trustees or any nominee, agent or representative designated by the Trustees. In this regard, it is further expressly stipulated and provided that conveyances and other instruments or agreements conveying or pertaining to the Subject Property or any part thereof while title thereto is held by the Trustees or successor Trustees then serving hereunder will not be required to be executed or acknowledged by all of the Trustees (or successor Trustees) then holding title to the Subject Property, but, rather, may be executed by the Chairman of the Board of Regents and attested by the Secretary of the Board of Regents without joinder by the other Trustees (or successor Trustees), and any conveyance, instrument or agreement thus executed will, insofar as third parties are

concerned, be and constitute the valid and binding act of all of the Trustees (and successor Trustees) then serving hereunder and will fully and effectively bind all such Trustees (and successor Trustees) as fully and to the same extent and with the same effect as if such conveyance, instrument or agreement had been executed and acknowledged by each and every one of the Trustees (and successor Trustees) hereunder, and no party dealing with the Trustees or with the Subject Property shall ever be required to make any inquiry as to the authority of said Chairman of the Board of Regents and Secretary of the Board of Regents to execute and deliver any such conveyance, instrument or agreement as the act and deed of the Trustees (and successor Trustees) hereunder.

WITNESS the execution hereof in multiple counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument, as of the 20 day of November, 1965.

IMA HOGG, a feme sole

THE STATE OF TEXAS }
 COUNTY OF HARRIS }

BEFORE ME, the undersigned authority, on this day personally appeared IMA HOGG, a feme sole, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office, this 20 day of November, 1965.

Notary Public in and for Harris County, T e x a s.

EXHIBIT "A"
TO
GIFT DEED
FROM
IMA HOGG
TO
MEMBERS OF THE BOARD OF REGENTS OF
THE UNIVERSITY OF TEXAS, TRUSTEES
AFFECTING LANDS IN FAYETTE COUNTY, TEXAS

All of that certain tract or parcel of land lying and being situated in Fayette County, Texas, described in Deed dated August 28, 1963, from Hazel G. Ledbetter to Ima Hogg, recorded in Volume 353, page 327, Deed Records, Fayette County, Texas, and more fully described as follows:

All that tract or parcel of land situated in Fayette County, Texas, out of the Joshua Fletcher League and the William S. Townsend Survey, and being a portion of the 200 acre tract conveyed to Joseph Wagner, Jr., by Jos. George Wagner by deed dated November 24, 1896, and recorded in Volume 56, Pages 426 to 428, Fayette County Deed Records, more particularly described as follows, to-wit:

BEGINNING at an iron pin and fence corner in the east line of the Old Telegraph Road at its intersection with the north line of the original 200 acre tract;

THENCE with said original line South 47 deg. 27 min. East 1586.45 feet (571.12 varas) to a fence corner;

THENCE South 42 deg. 31 min. West 340.52 feet (122.59 varas) to a fence corner;

THENCE South 47 deg. 09 min. East 492.53 feet (177.31 varas) to an iron pin and fence corner, the original northeast corner and in the west line of the Lee Wagner 150 acre tract;

THENCE with said line South 43 deg. 28 min. West 2229.30 feet (802.55 vrs.) to an iron pin and fence corner at the original southeast corner;

THENCE with the original south line North 47 deg. 00 min. 17" West 2446.91 feet (880.89 varas) to an iron pin and fence corner in the east line of a public road;

THENCE with said road line North 49 deg. 09 min. East 769.89 feet (277.16 vrs.); North 49 deg. 41 min. East 364.36 ft. (131.17 vrs.); North 53 deg. 15 min. East 1452.01 feet (522.72 varas); to the point or place of beginning, containing 130.779 acres of land;

Being the real property specifically described in deed from Lee Wagner, et al, to Hazel G. Ledbetter, dated December 28, 1961, and recorded in Volume 334, pages 539 to 543, inclusive, Deed Records of Fayette County, Texas;

SUBJECT TO an easement to Fayette Electric Cooperative, Inc. shown in instrument from Joseph Wagner, et al, dated January 14, 1948, recorded in Volume 221, pages 399 to 404, inclusive, Deed Records of Fayette County, Texas;

SUBJECT ALSO TO an undivided one-half (1/2) of the oil, gas and other minerals under a portion of the above described land under a mineral deed from Jos. Wagner, et ux, Anna Wagner, to Texas Osage Cooperative Royalty Pool and Flag Oil Company dated July 15, 1930, recorded in Volume 152, pages 308-310, inclusive, Deed Records, Fayette County, Texas (if and to the extent, if any, that the mineral interest purported to be conveyed by said mineral deed is still validly outstanding and owned by parties other than grantor);

AND SUBJECT, ALSO, to the additional oil, gas and mineral rights reserved by Hazel G. Ledbetter under and by virtue of (and subject to the provisions of) the above described Deed of August 28, 1963, from Hazel G. Ledbetter to Ima Hogg, to which reference is here made for all purposes.

SIGNED FOR IDENTIFICATION:

Ima Hogg

GIFT DEED

THE STATE OF TEXAS)
COUNTY OF BRAZORIA) KNOW ALL MEN BY THESE PRESENTS:

That IMA HOGG, a feme sole and resident of Houston, Harris County, Texas, herein called "Grantor", as a gift, does hereby, subject to the provisions hereof, GIVE, GRANT and CONVEY unto the MEMBERS OF THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS, hereinafter identified, as Trustees, and to their successors in such capacity as set out hereinafter, herein called "Trustees" or "Grantees", all of the property lying and being situated in Brazoria County, Texas (herein called the "Subject Property"), which is described and identified in Exhibit "A" which is attached hereto and incorporated herein and which has been signed by Grantor for identification herewith, and to which reference is here made for all purposes and as fully and to the same extent as if set out herein in full, subject, however, to the matters and exceptions set out in said Exhibit "A".

TO HAVE AND TO HOLD the Subject Property, together with all and singular the rights and hereditaments in anywise appertaining thereunto, unto the Trustees, and their successors and assigns, forever, in accordance with and subject to the provisions herein set forth; and Grantor binds herself and her heirs and legal representatives to warrant and forever defend, all and singular, the Subject Property unto the Trustees, their successors and assigns, against the lawful claims and demands of all persons whatsoever claiming or to claim the same, or any part thereof, subject to the matters set out in Exhibit "A" hereto.

The Board of Regents of The University of Texas will, for the sake of convenience, hereinafter be referred

to as the "Board of Regents", mention being made for identification proposes that The University of Texas is an educational institution of higher learning established by virtue of the Constitution of the State of Texas, having its principal offices in Austin, Travis County, Texas, and having as its governing body the Board of Regents referred to herein. The Members of the Board of Regents as of the effective date of this Deed are the following individuals, namely:

W. W. Heath, of Austin, Texas;
A. G. McNeese, Jr., of Houston, Texas;
Walter P. Brennan, of San Antonio, Texas;
Dr. H. Frank Connally, Jr., of Waco, Texas;
Frank C. Erwin, Jr., of Austin, Texas;
Mrs. J. Lee Johnson III, of Fort Worth, Texas;
Wales Madden, Jr., of Amarillo, Texas; and
Rabbi Levi Olan, of Dallas, Texas.

It is expressly stipulated and provided that the Grantees and Trustees under this Deed are intended to be and shall continue to be the individuals who are from time to time Members of the Board of Regents, so that each individual Trustee named herein, as well as each successor Trustee provided for hereinafter, shall be and remain a Grantee or Trustee hereunder so long and only so long as he or she shall remain a Member of the Board of Regents. Accordingly, immediately and automatically upon the cessation of membership of any such Trustee (or successor Trustee) as a Member of the Board of Regents, by death, resignation or removal,

or from any other cause, reason or circumstance whatsoever, **630**
said person or individual shall immediately and automatically
cease to be a Trustee or Grantee hereunder and shall have
no further right, title or interest in, to or with respect
to the Subject Property, and his or her title and interest
in the Subject Property shall automatically pass to and
vest in the then remaining Members of the Board of Regents
as Trustees hereunder. Conversely, immediately and auto-
matically upon the appointment or election of each and every
new, additional, successor, substitute or other Member of
the Board of Regents from time to time hereafter, either to
fill a vacancy created by death, resignation or removal of
any previous Member or Members of the Board of Regents or
by reason of any increase in the number of Members of the
Board of Regents or otherwise, each and every such new, ad-
ditional, successor, substitute or other Member of the
Board of Regents will automatically be and become a Trustee
and Grantee hereunder and will succeed to and be vested with
an undivided interest in the Subject Property then owned by
the Trustees, as a Trustee hereunder, proportionate to the
then existing membership of the Board of Regents, without the
necessity of any other or further action, conveyance or
transfer. It is the spirit and intent of this paragraph
that at all times and from time to time, title to such of
the Subject Property which has not theretofore been conveyed
by the Trustees to other persons or parties as hereinafter
authorized will be vested in and held by the persons who are
then Members of the Board of Regents, as Trustees, so that
any person who ceases to be a Member of the Board of Regents
will simultaneously and automatically cease to own any right,
title or interest in the Subject Property and any person who
hereafter becomes a Member of the Board of Regents will
simultaneously and automatically acquire a proportionate un-
divided interest, as Trustee, in and to such of the Subject

Property as has not theretofore been conveyed to other persons or parties by the Trustees as hereinafter authorized.

It is expressly stipulated and provided that insofar as third parties are concerned the Trustees and successor Trustees from time to time holding title to the Subject Property, or any part thereof, hereunder shall have full power and authority to convey the Subject Property to any other person or persons, party or parties and otherwise to deal with and dispose of the Subject Property as fully and to the same extent as if they were the owners in fee simple thereof; and no party dealing with the Trustees or with the Subject Property shall ever be required to inquire as to the authority or power of the Trustees to make conveyances thereof or otherwise to deal therewith or dispose thereof. Likewise, any party who may purchase any part of the Subject Property from the Trustees will be fully protected in paying any consideration therefor to the Trustees then serving hereunder or to such nominee or agent or representative as the Trustees shall then designate and will not be responsible to see to the proper disposition or use of any funds or property thus paid or delivered to the Trustees or any nominee, agent or representative designated by the Trustees. In this regard, it is further expressly stipulated and provided that conveyances and other instruments or agreements conveying or pertaining to the Subject Property or any part thereof while title thereto is held by the Trustees or successor Trustees then serving hereunder will not be required to be executed or acknowledged by all of the Trustees (or successor Trustees) then holding title to the Subject Property, but, rather, may be executed by the Chairman of the Board of Regents and attested by the Secretary of the Board of Regents without joinder by the other Trustees (or successor Trustees), and any conveyance, instrument or agreement thus executed will, insofar as third parties are

concerned, be and constitute the valid and binding act of **632**
all of the Trustees (and successor Trustees) then serving
hereunder and will fully and effectively bind all such
Trustees (and successor Trustees) as fully and to the same
extent and with the same effect as if such conveyance, in-
strument or agreement had been executed and acknowledged
by each and every one of the Trustees (and successor Trustees)
hereunder, and no party dealing with the Trustees or with
the Subject Property shall ever be required to make any in-
quiry as to the authority of said Chairman of the Board of
Regents and Secretary of the Board of Regents to execute and
deliver any such conveyance, instrument or agreement as the
act and deed of the Trustees (and successor Trustees) here-
under.

WITNESS the execution hereof in multiple counter-
parts, each of which shall be deemed an original and all of
which shall constitute but one and the same instrument, as
of the 29 day of October, 1965.

IMA HOGG
IMA HOGG, a feme sole

THE STATE OF TEXAS }
COUNTY OF HARRIS }

BEFORE ME, the undersigned authority, on this day
personally appeared IMA HOGG, a feme sole, known to me to be
the person whose name is subscribed to the foregoing in-
strument, and acknowledged to me that he executed the same
for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office, this _____
day of _____, 1965.

Notary Public in and for
Harris County, T e x a s.

10-24-75

633

EXHIBIT "A"
TO
GIFT DEED
FROM
IMA HOGG
TO

MEMBERS OF THE BOARD OF REGENTS OF
THE UNIVERSITY OF TEXAS, TRUSTEES
AFFECTING LANDS IN BRAZORIA COUNTY, TEXAS

FIRST TRACT

530.6 acres, more or less, consisting of:

(a) 173.37 acres, more or less, out of the Josiah H. Bell League, Abstract No. 40, being Lots 1, 2, 16, 24, and 32 of the J. S. Hogg Subdivision and the south Kaiser tract of 148.01 acres, more or less, save and except that certain 1 acre tract conveyed by Ima Hogg to O. R. Teague by deed, dated July 13, 1948, recorded in Book 435, pages 126a-126b of the Deed Records of Brazoria County, Texas;

(b) 237.07 acres, more or less, in the George Tennille League, Abstract No. 131, being the north Kaiser tract containing 154.67 acres and the middle Kaiser tract containing 82.4 acres;

(c) 120.16 acres, more or less, out of the Martin Varner League, Abstract No. 133, being Lots 3, 4, 5, 6, 12, 13, 14, 21, 28, 29, and the north 2 acres of Lot 11 out of the J. S. Hogg Subdivision and a 67.8 acre tract as described in that certain oil, gas and mineral lease granted by Tom Hogg, et al, unto John Hamman, dated June 6, 1913, recorded in Volume 125, page 53 of the Deed Records of Brazoria County, Texas;

The surface of which 530.6 acre tract was partitioned to Ima Hogg as Tract (a) of Share No. 2 in that certain partition deed by and between Alice Nicholson Hogg and Ima Hogg, dated December 16, 1942, recorded in Book 365, pages 357-364 of the Deed Records of Brazoria County, Texas.

SECOND TRACT

20 acres, more or less, being Lots 17 and 18 out of the J. S. Hogg Subdivision of the Josiah H. Bell League, and Lots 19 and 20 out of the J. S. Hogg Subdivision of the Martin Varner League.

THIRD TRACT

25 acres, more or less, being Lots 8, 26, and 31 out of the J. S. Hogg Subdivision of the Josiah H. Bell League, and Lots 27 and 30 out of the J. S. Hogg Subdivision of the Martin Varner League.

FOURTH TRACT

5 acres, more or less, being Lot 9 out of the J. S. Hogg Subdivision of the Josiah H. Bell League.

90.8 acres, more or less, out of the Martin Varner League, the surface of which 90.8 acre tract was partitioned to Ima Hogg as Tract (e) of Share No. 2 in that certain partition deed by and between Alice Nicholson Hogg and Ima Hogg, dated December 16, 1942, recorded in Book 365, pages 357-364 of the Deed Records of Brazoria County, Texas.

SIXTH TRACT

265.68 acres, more or less, out of the Martin Varner League, the surface of which 265.68 acre tract was partitioned to Ima Hogg as Tract (f) of Share No. 2 in that certain partition deed by and between Alice Nicholson Hogg and Ima Hogg, dated December 16, 1942, recorded in Book 365, pages 357-364 of the Deed Records of Brazoria County, Texas, save and except that certain 52.67 acre tract of land conveyed by Ima Hogg to the State Parks Board of the State of Texas by deed dated December 3, 1956, recorded in Volume 674, page 101 of the Deed Records of Brazoria County, Texas.

SEVENTH TRACT

1,417.39 acres, more or less, out of the Martin Varner League, Abstract No. 133, same being all of that certain 2,266 acre tract which was partitioned to Ima Hogg as Tract (g) of Share No. 2 in that certain partition deed by and between Alice Nicholson Hogg and Ima Hogg, dated December 16, 1942, recorded in Book 365, pages 357-364 of the Deed Records of Brazoria County, Texas; save and except that certain 110.54 acre tract conveyed by Ima Hogg, et al, to Tennessee Gas Transmission Company by deed, dated June 3, 1959, recorded in Book 743, pages 65-68 of the Deed Records of Brazoria County, Texas, and that certain 736.07 acre tract conveyed by Ima Hogg to the Board of Regents of The University of Texas, Trustee, dated July 12, 1961, recorded in Book _____, page _____ of the Deed Records of Brazoria County, Texas.

EIGHTH TRACT

2.33 acres, more or less, described as a strip of land 40 feet wide on the west side of Lot E out of the Stark Subdivision of the Josiah H. Bell League, and being described as Tract No. 3 in the deed from the New York and Texas Land Company, Ltd., to J. S. Hogg, dated May 23, 1901, recorded in Book 55, page 40 of the Deed Records of Brazoria County, Texas.

NINTH TRACT

5.25 acres, more or less, out of the Josiah H. Bell League, Abstract No. 40, same being all of that certain 54.08 acre tract partitioned to Ima Hogg as Tract (h) of Share No. 2 in that certain partition deed by and between Ima Hogg, Alice Nicholson Hogg, and Thos. E. Hogg, dated December 17, 1942, recorded in Book 366, pages 133-140 of the Deed Records of Brazoria County, Texas, save and except that certain 47.25 acre tract conveyed by Ima Hogg, et al, to the Tennessee Gas Transmission Company by deed, dated June 3, 1959, recorded in Book 743, pages 65-68 of the Deed Records of Brazoria County, Texas.

SUPPLEMENTAL TRUST INDENTURE
WINE DALE STAGECOACH INN FUND

THE STATE OF TEXAS }
COUNTY OF HARRIS }

THIS SUPPLEMENTAL TRUST INDENTURE made as of the _____ day of _____, 1967, by and between IMA HOGG, a feme sole and resident of Houston, Harris County, Texas, and the MEMBERS OF THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS, as hereinafter identified (sometimes hereinafter collectively called the "Trustees"),

WITNESSETH:

1. Under date of March 25, 1965, Donor and the then Members of the Board of Regents of The University of Texas, as Trustees, executed a "Trust Indenture Creating Winedale Stagecoach Inn Fund" (herein called the "Original Trust Indenture") creating a public charitable trust known as the Winedale Stagecoach Inn Fund, incident to which Donor also executed and delivered deeds to said Trustees of certain lands and properties in Fayette County, Texas, identified in the Original Trust Indenture as the "Winedale Property" and of certain lands and properties in Brazoria County, Texas, identified in the Original Trust Indenture as the "Varner Acreage", all as more fully provided in said Original Trust Indenture and deeds to which reference is here made for all purposes and as fully and to the same extent as if same were set out herein in full.

2. The University of Texas is an educational institution of higher learning established by the Constitution of the State of Texas having as its governing body a Board of Regents presently composed of the following persons:

Frank C. Erwin, Jr. of Austin, Texas

Exhibit "C"

Jack S. Josey of Houston, Texas
W. H. Bauer of Port Lavaca, Texas
Walter P. Brennan of San Antonio, Texas
E. T. Ximenes of San Antonio, Texas
Joe M. Kilgore of Austin, Texas
Frank N. Ikard of Washington, D.C.
Mrs. J. Lee Johnson of Fort Worth, Texas
Rabbi Levi A. Olan of Dallas, Texas

3. The Trustees named herein, being the current Members of the Board of Regents of The University of Texas, are presently serving as Trustees of the Winedale Stagecoach Inn Fund created by the Original Trust Indenture; and of even date herewith Donor is executing and delivering a deed to the Trustees giving and transferring to the Trustees certain additional lands and properties in Fayette County, Texas, as more fully described in said deed, a true and correct copy of which is attached hereto and incorporated herein as Exhibit "A" and to which reference is here made for all purposes. Said lands and property described in Exhibit "A" hereto will herein be called the "Additional Winedale Property".

4. Donor desires to give and convey the Additional Winedale Property to the Trustees to be held in trust as a part of the properties of the Winedale Stagecoach Inn Fund, inasmuch as Donor believes that the Additional Winedale Property may be useful for a curator's residence and for other purposes in connection with the use of the Winedale Property for the purposes specified in the Original Trust Indenture.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:
That in consideration of the premises and for the purposes aforesaid, Donor and Trustees COVENANT, STIPULATE AND AGREE that the Additional Winedale Property shall be and is hereby

accepted by the Trustees, in trust, as a part of the properties of the Winedale Stagecoach Inn Fund created under the terms of the Original Trust Indenture, to be held and used exclusively for charitable, scientific, literary or educational purposes within the State of Texas subject to and in accordance with all the terms, provisions, limitations and covenants of the Original Trust Indenture, as fully and to the same extent and with the same effect and in the same manner as if such Additional Winedale Property had originally been included in the "Winedale Property" which was conveyed to the Trustees incident to creation of said Winedale Stagecoach Inn Fund and had been described in Exhibit "A" to the Original Trust Indenture.

This Supplemental Trust Indenture is executed in several counterparts each of which shall be deemed an original for all purposes, but all of which shall constitute but one and the same instrument; however, it shall not be necessary that any single counterpart of this Supplemental Trust Indenture be executed by all the parties hereto, so long as each such party shall have executed at least one counterpart.

EXECUTED as of the date first hereinabove written.

IMA HOGG
IMA HOGG, Donor

Frank C. Erwin, Jr.
Frank C. Erwin, Jr.

Jack S. Josey
Jack S. Josey

W. H. Bauer
W. H. Bauer

Walter P. Brennan
Walter P. Brennan

E. T. Ximenes
E. T. Ximenes

Joe M. Kilgore
Joe M. Kilgore

APPROVED
W. H. Bauer
Attorney

Frank H. Ikard
Frank H. Ikard

Mrs. J. Lee Johnson
Mrs. J. Lee Johnson

Rabbi Levi A. Olan
Rabbi Levi A. Olan

Trustees

THE STATE OF TEXAS }
COUNTY OF HARRIS }

BEFORE ME, the undersigned authority, on this day personally appeared IMA HOGG, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office, this 29 day of June, 1967.

Jane E. Erwin
Notary Public in and for
Harris County, T e x a s.

Jane Erwin
Notary Public, Harris County, Texas

THE STATE OF TEXAS }
COUNTY OF Texas }

BEFORE ME, the undersigned authority, on this day personally appeared FRANK C. ERWIN, JR., Trustee, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office, this the 29 day of June, 1967.

Mary Stone
Notary Public in and for
Texas County, T e x a s.

THE STATE OF TEXAS }
COUNTY OF Texas }

BEFORE ME, the undersigned authority, on this day personally appeared JACK S. JOSEY, Trustee, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office, this 28 day of October, 1967.

Mary Stone
Notary Public in and for
Texas County, T e x a s.

THE STATE OF TEXAS }
COUNTY OF Harris }

BEFORE ME, the undersigned authority, on this day personally appeared W. H. BAUER, Trustee, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office, this 28th day of October, 1967.

Mary Stone
Notary Public in and for
Harris County, T e x a s.

THE STATE OF TEXAS }
COUNTY OF Texas }

BEFORE ME, the undersigned authority, on this day personally appeared WALTER P. BRENNAN, Trustee, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office, this 28th day of October, 1967.

Mary Stone
Notary Public in and for
Harris County, T e x a s.

THE STATE OF TEXAS }
COUNTY OF Bexar }

BEFORE ME, the undersigned authority, on this day personally appeared E. T. XIMENES, Trustee, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office, this 27th day of November, 1967.

William B. C. Stone
Notary Public in and for
County, T e x a s.

THE STATE OF TEXAS }
COUNTY OF Texas }

BEFORE ME, the undersigned authority, on this day personally appeared JOE M. KILGORE, Trustee, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office, this 28th
day of October, 1967.

Mary Stone
Notary Public in and for
Travis County, Texas.

THE STATE OF TEXAS }
COUNTY OF Travis }

BEFORE ME, the undersigned authority, on this day personally appeared FRANK N. IKARD, Trustee, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office, this 28th
day of October, 1967.

Mary Stone
Notary Public in and for
Travis County, Texas.

THE STATE OF TEXAS }
COUNTY OF Travis }

BEFORE ME, the undersigned authority, on this day personally appeared MRS. J. LEE JOHNSON, Trustee, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office, this 28th
day of October, 1967.

Mary Stone
Notary Public in and for
Travis County, Texas.

THE STATE OF TEXAS }
COUNTY OF Travis }

BEFORE ME, the undersigned authority, on this day personally appeared RABBI LEVI A. OLAN, Trustee, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office, this 28th
day of October, 1967.

Mary Stone
Notary Public in and for
Travis County, Texas.

GIFT DEED

THE STATE OF TEXAS }
 COUNTY OF FAYETTE } KNOW ALL MEN BY THESE PRESENTS:

That IMA HOGG, a feme sole and resident of Houston, Harris County, Texas, herein called "Grantor", as a gift, does hereby, subject to the provisions hereof, GIVE, GRANT and CONVEY unto the MEMBERS OF THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS, hereinafter identified, as Trustees, and to their successors in such capacity as set out hereinafter, herein called "Trustees" or "Grantees", all of the property lying and being situated in Fayette County, Texas (herein called the "Subject Property"), which is described and identified in Exhibit "A" which is attached hereto and incorporated herein and which has been signed by Grantor for identification herewith, and to which reference is here made for all purposes and as fully and to the same extent as if set out herein in full, subject, however, to the matters and exceptions set out in said Exhibit "A".

TO HAVE AND TO HOLD the Subject Property, together with all and singular the rights and hereditaments in anywise appertaining thereunto, unto the Trustees, and their successors and assigns, forever, in accordance with and subject to the provisions herein set forth; and Grantor binds herself and her heirs and legal representatives to warrant and forever defend, all and singular, the Subject Property unto the Trustees, their successors and assigns, against the lawful claims and demands of all persons whomsoever claiming or to claim the same, or any part thereof, subject to the matters set out in Exhibit "A" hereto.

The Board of Regents of The University of Texas will, for the sake of convenience, hereinafter be referred

to as the "Board of Regents", mention being made for identification purposes that The University of Texas is an educational institution of higher learning established by virtue of the Constitution of the State of Texas, having its principal offices in Austin, Travis County, Texas, and having as its governing body the Board of Regents referred to herein. The Members of the Board of Regents as of the effective date of this Deed are the following individuals, namely:

Frank C. Erwin, Jr. of Austin, Texas
Jack S. Josey of Houston, Texas
W. H. Bauer of Port Lavaca, Texas
Walter P. Brennan of San Antonio, Texas
H. Frank Connally, Jr. of Waco, Texas
W. W. Heath of Austin, Texas
Frank N. Ikard of Washington, D.C.
Mrs. J. Lee Johnson of Fort Worth, Texas
Rabbi Levi A. Olan of Dallas, Texas

It is expressly stipulated and provided that the Grantees and Trustees under this Deed are intended to be and shall continue to be the individuals who are from time to time Members of the Board of Regents, so that each individual Trustee named herein, as well as each successor Trustee provided for hereinafter, shall be and remain a Grantee or Trustee hereunder so long and only so long as he or she shall remain a Member of the Board of Regents. Accordingly, immediately and automatically upon the cessation of membership of any such Trustee (or successor Trustee) as a Member of the Board of Regents, by death, resignation or removal, or from any other cause, reason or circumstance whatsoever, said person or individual shall immediately and automatically cease to be a Trustee or Grantee hereunder and shall have no further right, title or interest in, to or with respect

to the Subject Property, and his or her title and interest in the Subject Property shall automatically pass to and vest in the then remaining Members of the Board of Regents as Trustees hereunder. Conversely, immediately and automatically upon the appointment or election of each and every new, additional, successor, substitute or other Member of the Board of Regents from time to time hereafter, either to fill a vacancy created by death, resignation or removal of any previous Member or Members of the Board of Regents or by reason of any increase in the number of Members of the Board of Regents or otherwise, each and every such new, additional, successor, substitute or other Member of the Board of Regents will automatically be and become a Trustee and Grantee hereunder and will succeed to and be vested with an undivided interest in the Subject Property then owned by the Trustees, as a Trustee hereunder, proportionate to the then existing membership of the Board of Regents, without the necessity of any other or further action, conveyance or transfer. It is the spirit and intent of this paragraph that at all times and from time to time, title to such of the Subject Property which has not theretofore been conveyed by the Trustees to other persons or parties as hereinafter authorized will be vested in and held by the persons who are then Members of the Board of Regents, as Trustees, so that any person who ceases to be a Member of the Board of Regents will simultaneously and automatically cease to own any right, title or interest in the Subject Property and any person who hereafter becomes a Member of the Board of Regents will simultaneously and automatically acquire a proportionate undivided interest, as Trustee, in and to such of the Subject Property as has not theretofore been conveyed to other persons or parties by the Trustees as hereinafter authorized.

It is expressly stipulated and provided that insofar as third parties are concerned the Trustees and successor Trustees from time to time holding title to the Subject Property, or any part thereof, hereunder shall have full power and authority to convey the Subject Property to any other person or persons, party or parties and otherwise to deal with and dispose of the Subject Property as fully and to the same extent as if they were the owners in fee simple thereof; and no party dealing with the Trustees or with the Subject Property shall ever be required to inquire as to the authority or power of the Trustees to make conveyances thereof or otherwise to deal therewith or dispose thereof. Likewise, any party who may purchase any part of the Subject Property from the Trustees will be fully protected in paying any consideration therefor to the Trustees then serving hereunder or to such nominee or agent or representative as the Trustees shall then designate and will not be responsible to see to the proper disposition or use of any funds or property thus paid or delivered to the Trustees or any nominee, agent or representative designated by the Trustees. In this regard, it is further expressly stipulated and provided that conveyances and other instruments or agreements conveying or pertaining to the Subject Property or any part thereof while title thereto is held by the Trustees or successor Trustees then serving hereunder will not be required to be executed or acknowledged by all of the Trustees (or successor Trustees) then holding title to the Subject Property, but, rather, may be executed by the Chairman of the Board of Regents and attested by the Secretary of the Board of Regents without joinder by the other Trustees (or successor Trustees), and any conveyance, instrument or agreement thus executed will, insofar as third parties are concerned, be and constitute the valid and binding act of all of the Trustees (and successor Trustees) then serving

hereunder and will fully and effectively bind all such Trustees (and successor Trustees) as fully and to the same extent and with the same effect as if such conveyance, instrument or agreement had been executed and acknowledged by each and every one of the Trustees (and successor Trustees) hereunder, and no party dealing with the Trustees or with the Subject Property shall ever be required to make any inquiry as to the authority of said Chairman of the Board of Regents and Secretary of the Board of Regents to execute and deliver any such conveyance, instrument or agreement as the act and deed of the Trustees (and successor Trustees) hereunder.

WITNESS the execution hereof in multiple counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument, as of the 27 day of June, 1967.

IMA HOGG
IMA HOGG, a feme sole

THE STATE OF TEXAS }
COUNTY OF HARRIS }

BEFORE ME, the undersigned authority, on this day personally appeared IMA HOGG, a feme sole, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office, this 27 day of June, 1967.

Jane [Signature]
Notary Public in and for
Harris County, T e x a s.

Jane [Signature]
Notary Public, Harris County, Texas

EXHIBIT "A"
TO
GIFT DEED
FROM
IMA HOGG
TO
MEMBERS OF THE BOARD OF REGENTS OF
THE UNIVERSITY OF TEXAS, TRUSTEES
AFFECTING LANDS IN FAYETTE COUNTY, TEXAS

All of that certain tract or parcel of land lying and being situated in Fayette County, Texas, described in Deed dated August 5, 1966, from Ila Kickler, a feme sole, to Ima Hogg, recorded in Volume 380, Pages 498-499, Deed Records, Fayette County, Texas, and more fully described as follows:

All that certain tract of land in Fayette County, Texas, part of the W. S. Townsend One-Fourth League, and part of a 36 acre tract conveyed by Joseph Wagner and wife, Annie Wagner, to Lee Wagner, January 1, 1931, (See Volume 153, pages 366-367, Fayette County Deed Records), with metes and bounds as follows:

BEGINNING at a point 20 feet South 50° West from the south corner of a 58.3 acre tract described in a deed from Joe Wagner, et ux, to Alfred Wagner, recorded in Volume 153, pages 365-366, Deed Records of Fayette County, Texas, a stake in the Burton Road;

THENCE North 47° West 205 feet, parallel to and 20 feet from Alfred Wagner's line, to a stake;

THENCE South 43° West 267 feet to a stake for corner;

THENCE South 47° East 205 feet to a stake in the south line of said 36 acre tract, in the Burton Road;

THENCE North 50° East along the south line of said 36 acre tract and along the said Burton Road, to the place of beginning;

Being the same land conveyed to Ila Kickler from Benno F. Spies, et al, on the 27th day of December, 1958, recorded in Volume 308, page 523, Deed Records of Fayette County, Texas.

SUBJECT TO an undivided one-half interest in the oil, gas, sulphur, and all other minerals described in a deed from Jos. Wagner and wife, Anna Wagner, to Texas Osage Cooperative Royalty Pool and Flag Oil Company of Texas dated July 15, 1930, recorded in Volume 152, page 308, Deed Records of Fayette County, Texas.

SUBJECT TO the rights of Fayette County and the general public in any part of the above described premises which may lie within a public road.

SIGNED FOR IDENTIFICATION:

Ima HOGG

U. T. DALLAS: GEORGE W. SULLIVAN NAMED MEMBER OF ADVISORY COUNCIL FOR GRADUATE PROGRAM IN MANAGEMENT AND ADMINISTRATIVE SCIENCES. --President Jordan reported that Mr. Donald R. Beall, who had been nominated to the Advisory Council for Graduate Program in Management and Administrative Sciences at The University of Texas at Dallas by the Board of Regents at its meeting on June 5, 1975, could not accept the nomination. Upon the recommendation of President Jordan, concurred in by System Administration, Mr. George W. Sullivan, Vice President and General Manager, Commercial Telecommunications Division, Collins Radio Group of Rockwell International, was nominated to the Advisory Council for Graduate Program in Management and Administrative Sciences to replace Mr. Beall. (The name of Mr. Sullivan has been incorporated on Page 121 of the Secretary's Report.)

U. T. SAN ANTONIO: WAIVER OF REGENTS' RULES AND REGULATIONS, PART ONE, CHAPTER III, SECTION 5.32 (NEPOTISM) TO PERMIT EMPLOYMENT OF MRS. B. S. THYAGARAJAN. -- Section 5.32 of Part One of the Regents' Rules and Regulations was waived to permit Mrs. B. S. Thyagarajan to be employed as a part-time instructor in the College of Sciences and Mathematics, Division of Earth and Physical Sciences, at The University of Texas at San Antonio for 1975-76. Her husband is Professor and Division Director. The details of this appointment will be reflected in a subsequent docket.

REPORT OF SECRETARY THEDFORD. --Secretary Thedford reported the following for the permanent record:

- A. Memorial Resolution - Miss Ima Hogg (Page 109)
- B. Membership of Development Boards and Advisory Councils of The University of Texas System (Pages 110 - 126)
- C. Membership of the Board of Directors of U. T. Foundation, Inc. of The University of Texas System (Page 127)
- D. Action taken by the Coordinating Board for degree programs for various component institutions (Pages 127 - 130)

- A. Memorial Resolution - Miss Ima Hogg. --Below is a copy of a Memorial Resolution to Miss Ima Hogg that was adopted by the Board of Regents on September 12, 1975:

Miss Ima Hogg

Ima Hogg's family is part of the history and legend of Texas. Following that family tradition, she became a legend in her own lifetime. From childhood she grew under the influence of the arts--music, painting, architecture, and crafts. Her deep concern for education at all levels and for general enlightenment of all citizens was highly imaginative and totally practical. Any one of her numerous interests would have constituted a full career. To her avocations she added rigorous self-discipline, impeccable taste, deep religious faith, and steadfast devotion to the betterment of human conditions.

Projecting and expanding the dedication of her father and brothers, Miss Hogg was the guiding spirit of the Hogg Foundation. Through her vision and determination, its influence spread from the University throughout Texas. Nor were its purpose and force confined to the state; she lived to see the Foundation become a national focal point in the field of mental health.

An accomplished musician, Miss Hogg provided inspired leadership for programs supporting the arts and education in the arts. Few cities in America have benefited so greatly as Houston from benefactions of a single resident. The distinguished museum at her former home, Bayou Bend, is only one result of her wise preservation of the past.

To the University of Texas Miss Hogg gave many gifts. Most recent was Winedale Stagecoach Inn, a growing center for performing arts and study of early Texas craftsmanship. Her greatest gift to the University, however, was stalwart encouragement which she provided countless individuals and groups. This encouragement was never merely sentimental; it related to her own common sense, courage, and unchanging integrity.

With the exception of Miss Hogg herself, everyone believed that she was unique. Her visible benefactions are a great legacy. Yet the most appropriate tribute to her will be renewed understanding of her plainly expressed precepts and the high ideals which shaped her days and years.

The Board of Regents in this recognition of her life expresses deep gratitude for all that she was and did. To that thankfulness it adds the conviction that the University of Texas cannot do better than to live up to her expectations of her alma mater.

(Chairman Shivers related that this resolution would be prepared in script on good parchment paper and put in a white leather folder lined in moire, on the cover of which would be embossed the Seal of The University of Texas System. It will be presented to Mrs. Alice Hanszen for whatever disposition she wishes to make of it.)

- B. U. T. System - Membership of Development Boards and Advisory Councils: (1) U. T. Arlington: Development Board, Graduate School of Social Work and College of Business Administration Advisory Councils; (2) U. T. Austin: Development Board, Architecture Foundation, Arts and Sciences Foundation (Humanities, Natural Sciences, Social and Behavioral Sciences, General and Comparative Studies), Business Administration Foundation, Communication Foundation, Engineering Foundation, Fine Arts Foundation, Geology Foundation, Graduate School of Library Science Foundation, Pharmaceutical Foundation, Graduate School of Social Work Foundation and McDonald Observatory Advisory Councils; (3) U. T. Dallas: Development Board, Advisory Council for Graduate Program in Management and Administrative Sciences and Callier Center for Communication Disorders Advisory Council; (4) U. T. El Paso Development Board; (5) U. T. San Antonio Development Board; (6) Galveston Medical Branch Development Board; (7) Houston Health Science Center Graduate School of Biomedical Sciences and Speech and Hearing Institute Advisory Council; (8) University Cancer Center Board of Visitors of University Cancer Foundation; (9) System Nursing School Development Board; and (10) National Advisory Committee to the Marine Biomedical Institute of The University of Texas Medical Branch at Galveston and the Marine Science Institute of The University of Texas at Austin. --Secretary Thedford reported that she had received from Chancellor LeMaistre the membership of the following development boards and advisory councils for The University of Texas System.

Unless otherwise indicated, membership was authorized for and nominees were designated to the following development boards and advisory councils on June 5, 1975. The Administration notified the individuals nominated and reports that the following have accepted the appointments. The full membership of each organization is set out below with the new appointments indicated by an asterisk and reappointments by double asterisks.

The Regents' Rules and Regulations, Part One, Chapter VII, Sub-section 2.31 provides that each development board shall consist of not more than 25 appointed members. In those cases where the membership has been increased the necessary rules were waived.

1. U. T. Arlington

Development Board.--The authorized membership of the U. T. Arlington Development Board is 25, and the membership as approved is listed below:

	<u>Term Expires</u>
*Mr. Robert Alpert, Dallas	1978
Mr. Lewis Bond, Fort Worth	1976
**Dr. Malcolm K. Brachman, Dallas	1978
*Mr. Rawles Fulgham, Dallas	1978
*Mr. Jenkins Garrett, Fort Worth	1978
**Mr. Burl B. Hulsey, Jr., Fort Worth	1978
*Mr. Dee J. Kelly, Fort Worth	1978
Mr. Irby G. Metcalf, Jr., Fort Worth	1977

*T. L. Shields, M.D., Fort Worth	1978
*Mr. Lee Smith, Dallas	1978
**Mr. Marvin Stetler, Arlington	1978
Mr. Robert Thornton, Jr., Dallas	1977
Mr. Ernest J. Wilemon, Arlington	1976
Mr. Sam Woodson, Fort Worth	1977

Unfilled Term (Mr. Carlisle Cravens,
Arlington, Deceased 9/5/75) 1976

10 Unfilled Terms (Terms to be determined
as filled)

Graduate School of Social Work Advisory Council.--
The authorized membership of the U. T. Arlington
Graduate School of Social Work Advisory Council
was increased from 21 to 26, and the membership
as approved is listed below:

	<u>Term Expires</u>
Doris Adams, M.D., Dallas	1976
R. G. Alexander, D.D.S., Arlington	1976
Mrs. Eleanor Conrad, Dallas	1977
Mr. Harry B. Crutcher, Dallas	1976
Mr. Roy Dulak, Dallas	1976
Mr. Larry Eason, Fort Worth	1977
Mr. Richard Greene, Arlington	1976
Onesimo Hernandez, M.D., Dallas	1977
Mr. Pete Hinojosa, Fort Worth	1977
Rev. C. A. Holliday, Fort Worth	1976
Mr. Sam Hudson, III, Dallas	1977
Mr. Manuel Jara, Fort Worth	1976
Mr. Joe Jesko, Fort Worth	1977
Mrs. Tommy G. Mercer, Fort Worth	1976
Miss Bettye Perot, Dallas	1976
*Mrs. Phil Schepps, Dallas	1978
Rabbi Robert Schur, Fort Worth	1976
*Mr. Ralph M. Shannon, Dallas	1978
Mrs. Richard Snider, Arlington	1976
*Mrs. Thelma Thornton, Fort Worth	1978
*Mr. Ralph A. Wagner, Fort Worth	1978
Mr. Phillip Waibel, Arlington	1976
Mr. Sam Washington, Fort Worth	1977
Mrs. Jane Wetzel, Dallas	1976
*Mrs. Barbara Wiederaenders, Irving	1978
Mr. Glenn Wilkins, Fort Worth	1976

College of Business Administration Advisory
Council.--The authorized membership of the U.
T. Arlington College of Business Administration
Advisory Council is 30, and the membership as
approved is listed below:

	<u>Term Expires</u>
Mr. Gene Allen, Arlington	1977
Mr. Preston Ammon, Dallas	1977
Mr. Tom Barnett, Fort Worth	1977
Mr. Robert Bloom, Dallas	1977

Mr. W. H. Bowen, Jr., Dallas	1977
Mr. Bill Bradley, Dallas	1977
**Mr. Robert C. Findlay, Arlington	1978
*Mr. Don Guth, Dallas	1977
*Mr. Charles A. James, Dallas	1977
*Mr. Robert A. Johnson, Arlington	1978
Mr. Lester A. Levy, Irving	1977
*Mr. Paul Mason, Fort Worth	1978
Mr. A. Patrick McEvoy, Dallas	1977
Mr. W. N. McKinney, Dallas	1976
Mr. Jerry Minton, Fort Worth	1977
*Mr. Michael A. Myer, Dallas	1978
Mr. Henry Neuhoff, III, Dallas	1977
Mr. E. M. Rosenthal, Fort Worth	1977
*Mrs. Lucille B. Smith, Fort Worth	1978
**Mr. J. P. Tarantino, III, Dallas	1978
*Mr. Tom Taylor, Arlington	1978
Mr. Liener Temerlin, Dallas	1977
Mr. J. B. Thomas, Fort Worth	1977
Mr. Milton Thomas, Dallas	1977
Mr. Charles W. Tindall, Fort Worth	1976
Mr. Merle Volding, Dallas	1976
Mr. J. Don Williamson, Fort Worth	1976
Unfilled Term	1978
Unfilled Term	1978
Unfilled Term	1978

2.

U. T. Austin

Development Board.--The authorized membership of the U. T. Austin Development Board is 26, and the membership as approved is listed below:

	<u>Term Expires</u>
Mr. Rex G. Baker, Jr., Houston	1977
Senator Lloyd M. Bentsen, Jr., Washington, D. C.	1977
Mr. H. H. Coffield, Rockdale	1977
Mr. L. L. Colbert, Detroit, Michigan	1977
Mr. Marvin K. Collie, Houston	1976
Mr. C. W. Cook, Austin	1977
Mr. B. W. Crain, Jr., Longview	1977
Mr. Joe M. Dealey, Dallas	1977
Mr. Franklin W. Denius, Austin	1976
Mr. Bob R. Dorsey, Pittsburgh, Pennsylvania	1976
Mr. Hayden W. Head, Corpus Christi	1977
Mr. Elton M. Hyder, Jr., Fort Worth	1976
Mr. Dan M. Krausse, Dallas	1976
Mr. Thos. H. Law, Fort Worth	Regent
	Representative
Mr. Ben F. Love, Houston	1976
Mr. Wales H. Madden, Jr., Amarillo	1977
**Mrs. Eugene McDermott, Dallas	1978
**Mr. J. Mark McLaughlin, San Angelo	1978
Mr. Richard G. Miller, El Paso	1976
Mr. V. F. Neuhaus, Mission	1977
**Mr. B. D. Orgain, Beaumont	1978
Mr. Preston Shirley, Galveston	1976

Mr. Ralph Spence, Tyler	1976
Mr. Jack G. Taylor, Austin	1976
*Mr. John P. Thompson, Dallas	1978
Mr. J. D. Wrather, Jr., Beverly Hills, California	1976

School of Architecture Foundation Advisory Council.

--The authorized membership of the U. T. Austin School of Architecture Foundation Advisory Council was increased from 24 to 25, and the membership as approved is listed below:

	<u>Term Expires</u>
*Mr. Robert L. Armstrong, Austin	1978
Mr. Kenneth E. Bentsen, Houston	1977
Mr. Bill C. Booziotis, Dallas	1976
Mr. R. Max Brooks, Austin	1977
*Dr. Richard F. Brown, Fort Worth	1978
Mr. Charles William Brubaker, Chicago, Illinois	1977
Mr. John S. Chase, Houston	1976
Mr. J. Herschel Fisher, Dallas	1976
*Mr. Joe Edward Guthrie, Dallas	1978
*Mrs. William P. Hobby, Austin	1976
Mr. Wolf E. Jessen, Austin	1976
*Mr. Karl Kamrath, Houston	1977
*Mr. Alwyn S. Koehler, Houston	1978
**Mr. Charles E. Lawrence, Houston	1978
Mr. George P. Mitchell, Houston	1976
Mr. A. William Modrall, Jr., Houston	1977
*Mr. Edward Mok, San Antonio	1977
**Mr. Raymond D. Nasher, Dallas	1978
**Mr. J. V. Neuhaus III, Houston	1978
**Mr. Louis C. Page, Austin	1978
Mr. George Pearl, Albuquerque, New Mexico	1977
Mrs. Catherine H. Powell, San Antonio	1976
**Mr. A. T. Seymour III, Fort Worth	1978
Mr. Albert E. Sheppard, Houston	1977
Mr. William Sheveland, Dallas	1976

Arts and Sciences Foundation Advisory Councils
(Humanities, Natural Sciences, Social and Behavioral Sciences, General and Comparative Studies).

--The authorized membership of the U. T. Austin Arts and Sciences Foundation Advisory Councils is 36, and the membership as approved is listed below:

	<u>Term Expires</u>
<u>Humanities</u>	
Mr. Carter Christie, Houston	1977
*Mr. Ralph T. Hull, Houston	1978
Mr. Lenoir Moody Josey II, Houston	1976
Mrs. Wales Madden, Amarillo	1977
Mr. Lawrence Pollock, Jr., Dallas	1977

*Mr. William Rudd, Waskom	1978
Mrs. Theodore Strauss, Dallas	1977
Mr. Sam P. Woodson, Jr., Fort Worth	1977

Unfilled Term	1977
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Natural Sciences

**Mrs. Ford Boulware, San Angelo	1978
Mr. Dixon Cain, Houston	1976

**Dr. Herschel H. Cudd, Chicago, Illinois	1978
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Mr. James D. Dannenbaum, Houston	1977
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L. L. Lankford, M.D., Dallas	1976
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Mrs. Alice K. Reynolds Meyer, San Antonio	1977
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**Dr. Gordon K. Teal, Dallas	1978
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John Welty, M.D., San Benito	1977
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Unfilled Term	1976
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Social and Behavioral Sciences

**Mr. H. K. Allen, Temple	1978
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Mrs. Dolph Briscoe, Austin	1976
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Mr. Walter Caven, Austin	1977
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**Mrs. Trammell Crow, Dallas	1978
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**Mr. Harry Lee Hudspeth, El Paso	1978
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**Mrs. Radcliffe Killam, Laredo	1978
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Miss Nancy E. Lake, Tyler	1977
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**Mr. James H. Young, Corpus Christi	1978
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Unfilled Term	1977
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General and Comparative Studies

Mr. Thomas D. Anderson, Houston	1977
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Mr. R. Gordon Appleman, Fort Worth	1977
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Mrs. Jack S. Blanton, Houston	1976
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Mrs. Nellie Connally, Houston	1976
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Mrs. Robert Hearon, Jr., Austin	1977
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Mrs. Clyde Parker, Kerrville	1976
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Mrs. William H. Snyder III, Dallas	1976
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*Mr. Marshall T. Steves, San Antonio	1976
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Mr. Sterling W. Steves, Fort Worth	1977
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College of Business Administration Foundation Advisory Council.--The authorized membership of the U. T. Austin College of Business Administration Foundation Advisory Council is 35, and the membership as approved is listed below:

Term Expires

*Mrs. Tobin Armstrong, Armstrong	1977
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*Mr. James Bayless, Dallas	1978
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*Mr. Robert Buford, Tyler	1978
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*Mr. Karl Butz, Fort Worth	1976
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Mr. John Cargile, San Angelo	1977
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**Mr. Robert C. Drummond, New York, New York	1978
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*Mr. Herbert J. Frensley, Houston	1977
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Mr. Don Furr, Lubbock	1976
Mr. Edwin Gale, Beaumont	1977
Mr. Javier Garza, Laredo	1976
Mr. Robert W. Goodman, Jr., Houston	1977
**Mr. James B. Goodson, Dallas	1978
Mr. Robert J. Hibbetts, Amarillo	1976
*Mr. A. B. Horn, Baton Rouge, Louisiana	1978
Mr. George W. Jalonick III, Dallas	1977
Mr. William J. Kaplan, Houston	1976
Mr. William D. Kennedy, Midland	1977
**Mr. Oscar C. Lindemann, Dallas	1978
Mr. Ben F. Love, Houston	1977
Mr. Fred H. Moore, Austin	1976
Mr. Alfred Negley, San Antonio	1977
**Mr. Sheldon I. Oster, Houston	1978
**Mr. Leslie Peacock, Houston	1978
**Mr. James Scurlock, Tyler	1978
*Mr. Rex Sebastian, Dallas	1978
*Mr. Theodore Strauss, Dallas	1978
*Mr. Sam Susser, Corpus Christi	1976
Dr. Fladger F. Tannery, Frisco	1977
Mr. Jack G. Taylor, Austin	1977
Mr. Jere Thompson, Dallas	1977
**Mr. C. S. Wallace, Jr., Houston	1978
**Mr. W. Duke Walser, Houston	1978
*Mr. George S. Watson, Dallas	1978
Mrs. Margaret Scarbrough Wilson, Austin	1976
*Mrs. Bonita Granville Wrather, Los Angeles, California	1978

School of Communication Foundation Advisory Council.--The authorized membership of the U. T. Austin School of Communication Foundation Advisory Council was increased from 21 to 23, and the membership as approved is listed below:

	<u>Term Expires</u>
*Mr. Joe Belden, Dallas	1977
Mr. William E. Berger, Austin	1977
Mr. Jean William Brown, Houston	1976
Mr. Richard Brown, Austin	1976
Paul Burns, M.D., Austin	1977
Mr. Norman Campbell, Dallas	1976
*Dr. Elizabeth Carrow-Woolfolk, Houston	1978
*Mr. George Christian, Austin	1977
**Mr. Jim Clark, Amarillo	1978
*Mr. Rush K. Evans, Jr., Austin	1978
Mr. Jack W. Harris, Houston	1976
**Mr. Robert E. Huchingson, St. Louis, Missouri	1978
Mr. Richard J. V. Johnson, Houston	1976
**Mr. W. Thomas Johnson, Jr., Dallas	1978
*Mr. Bill R. Jones, Dallas	1978
Mr. John T. Jones, Jr., Houston	1976
Mr. Jack Krueger, Dallas	1976
*Mr. Robert Marbut, San Antonio	1977
Mr. David H. Morris, Houston	1977
Mr. S. W. Papert, Jr., Dallas	1977
*Mr. Wayne C. Sellers, Palestine	1978

*Mr. Tom J. Simmons, Dallas 1978
Unfilled Term 1978

LIFE MEMBER

Mr. Silas B. Ragsdale, Houston

College of Engineering Foundation Advisory Council.-- The authorized membership of the U. T. Austin College of Engineering Foundation Advisory Council was increased from 28 to 32, and the membership as approved is listed below:

	<u>Term Expires</u>
Mr. Warren S. Bellows, Jr., Houston	1977
***Mr. Fred P. Bergeron, Rockdale	1977
Mr. Z. D. Bonner, Pittsburgh, Pennsylvania	1976
Mr. Ernest H. Cockrell, Houston	1976
Mr. Louis F. Davis, Los Angeles, California	1977
*Mr. John H. Duncan, Houston	1978
Mr. Milton Earl Eliot, Houston	1977
Mr. Max O. Funk, Erie, Pennsylvania	1977
**Mr. Melvin H. Gertz, Dallas	1978
Mr. Everett Jacob, Freeport	1977
*Mr. Curtis M. Klaerner, New York New York	1978
Mr. James P. Malott, Stamford, Connecticut	1976
*Mr. William F. Martin, Bartlesville, Oklahoma	1978
Mr. Frank W. McBee, Jr., Austin	1977
*Mr. R. W. McKinney, Nacogdoches	1978
**Mr. G. H. Meason, Houston	1978
Mr. E. L. Paramore, Dallas	1977
**Mr. Robert Lee Parker, Tulsa, Oklahoma	1978
Mr. Ashley H. Priddy, Dallas	1977
Mr. F. E. Reese, St. Louis, Missouri	1977
*Mr. C. A. Rundell, Jr., Dallas	1978
**Dr. John W. Sheehan, Houston	1978
Mr. W. T. Slick, Jr., Houston	1977
Dr. Judson S. Swearingen, Los Angeles, California	1976
**Mr. Roy Tolk, Amarillo	1978
Mr. T. Wayne Warren, Houston	1976
*Dr. T. S. Webb, Fort Worth	1978
*Mr. D. L. Wiley, New York, New York	1978
Mr. R. Earle Wright, Houston	1977
Mr. F. Randolph Yost, Chicago, Illinois	1977
Unfilled Term	1977
Unfilled Term	1977

***Replaces Mr. Erwin L. Wahlsten

College of Fine Arts Foundation Advisory Council.
 --The authorized membership of the U. T. Austin College of Fine Arts Foundation Advisory Council was increased from 26 to 27, and the membership as approved is listed below:

	<u>Term Expires</u>
Mrs. Thomas D. Anderson, Houston	1976
**Mrs. Elizabeth B. Blake, Dallas	1978
Mrs. Phil Bolin, Wichita Falls	1976
Mrs. Marietta Moody Brooks, Austin	1977
*Miss Laura Carpenter, Dallas (Approved 9/12/75)	1978
**Mr. Charles D. Clark, McAllen	1978
Mrs. Fred Thomson Couper, Jr., Houston	1977
Mr. B. W. Crain, Jr., Longview	1977
Mrs. Trammell Crow, Dallas	1977
Miss Nina Cullinan, Houston	1977
**Mrs. Walter Foxworth, Dallas	1978
**Mrs. W. St. John Garwood, Austin	1978
**Dr. George S. Heyer, Jr., Austin	1978
**Miss Ann H. Holmes, Houston	1978
Mrs. Janet Jessen, Austin	1976
Mrs. Amy Freeman Lee, San Antonio	1977
Mrs. Eugene McDermott, Dallas	1977
**Mrs. Alexander J. Oppenheimer, San Antonio	1978
**Mr. Francis Prinz, Fort Worth	1978
Mrs. D. J. Sibley, Jr., Austin	1976
Mr. Robert D. Straus, Houston	1976
Mr. Marshall F. Wells, Houston	1976
**Mrs. Isabel B. Wilson, Houston	1978
Unfilled Term	1978
Unfilled Term	1978
Unfilled Term	1976
Unfilled Term	1976

Geology Foundation Advisory Council.--The authorized membership of the U. T. Austin Geology Foundation Advisory Council is 30, and the membership as approved is listed below:

	<u>Term Expires</u>
Mr. J. W. Barbisch, Houston	1976
Mr. Leslie Bowling, New Orleans, Louisiana	1976
Mr. John F. Bricker, New Orleans, Louisiana	1976
Mr. Ray A. Burke, Los Angeles, California	1976
**Mr. J. Ben Carsey, Houston	1978
Mr. W. Kenley Clark, Houston	1976
**Mr. Morgan J. Davis, Houston	1978
Mr. Rodger E. Denison, Dallas	1976
Mr. Robert W. Eaton, Tyler	1976
*Mr. James H. Frasher, Houston	1978
Mr. Clem E. George, Midland	1976

Dr. George R. Gibson, Midland	1977
**Mr. William E. Gipson, Houston	1978
Mr. R. W. Heggland, Houston	1976
*Mr. John A. Jackson, Dallas	1977
Mr. Jack C. Kern, New Orleans, Louisiana	1976
**Mr. Jack K. Larsen, Amarillo	1978
Mr. John L. Loftis, Jr., Houston	1976
Mr. Holland C. McCarver, Houston	1977
**Mr. James R. Moffett, New Orleans, Louisiana	1978
**Mr. Scott Petty, Jr., San Antonio	1978
Mr. Roger S. Plummer, Jr., Fort Worth	1976
Mr. M. Allen Reagan, Jr., Houston	1976
Mr. Wilton E. Scott, Houston	1977
Mr. Edd R. Turner, Jr., Houston	1977
Mr. Edwin Van den Bark, Bartlesville, Oklahoma	1977
*Mr. Jack D. Wallner, Houston	1978
*Mr. Joseph C. Walter, Jr., Houston	1978
Unfilled Term	1977
Unfilled Term	1977

Graduate School of Library Science Foundation.

--The authorized membership of the U. T. Austin Graduate School of Library Science Foundation Advisory Council is 9, and the membership as approved is listed below:

	<u>Term Expires</u>
Mrs. Phyllis Burson, Corpus Christi	1977
**Dr. Robert R. Douglass, Austin	1978
Mr. David Henington, Houston	1977
Mr. Ray Janeway, Lubbock	1976
**Mr. Victor Jeffress, Waco	1978
Mr. Harry J. Middleton, Austin	1976
**Dr. Alfredo G. de los Santos, Jr., El Paso	1978
Mr. Dechard Turner, Dallas	1976
Dr. Dorman Winfrey, Austin	1977

Pharmaceutical Foundation Advisory Council.--The authorized membership of the U. T. Austin Pharmaceutical Foundation Advisory Council is 23, and the membership as approved is listed below:

	<u>Term Expires</u>
Mr. Curtis M. Armstrong, San Antonio	1977
Mr. Henry Ashworth, Houston	1976
*Dr. John L. Batey, Abilene	1978
Mr. W. C. Conner, Fort Worth	1976
Mr. Robert J. Epperson, Dallas	1976
**Mr. Ralph L. Good, Jr., Tyler	1978
*Mr. Lonnie F. Hollingsworth, Lubbock	1977

*Mr. William Arlyn Kloesel, Austin	1978
Dr. William R. Lloyd, San Antonio	1977
**Mr. Leslie H. Muenzler, Victoria	1978
**Mrs. William L. Pipkin, Bryan	1978
**Mr. Russell L. Seitz, San Angelo	1978
Mr. Glenn Smith, Waco	1976
Mr. Gus Steenken, Georgetown	1976
Mr. C. R. Sublett, Dallas	1977
Mr. Paul F. Trantham, Sr., Fort Worth	1977
Mr. J. Adan Trevino, Houston	1976
Mr. Tim L. Vordenbaumen, Sr., San Antonio	1976
Mr. Eugene L. Vykukal, Dallas	1976
Mr. Neill B. Walsdorf, San Antonio	1976
Benjamin B. Wells, M.D., Washington, D.C.	1977
*Mr. William R. Whitten, Fort Worth	1977
Mr. Lonnie J. Yarbrough, Denton	1976

Graduate School of Social Work Foundation Advisory Council.--The authorized membership of the U. T. Austin Graduate School of Social Work Foundation Advisory Council is 20, and the membership as approved is listed below:

	<u>Term Expires</u>
**Mrs. Robert Ayres, Jr., San Antonio	1978
Mrs. Marjie C. Barrett, Waco	1976
Mr. Ernest M. Briones, Corpus Christi	1977
**Mr. Cecil E. Burney, Corpus Christi	1976
Mrs. Roy A. Butler, Austin	1976
**Mrs. Kenneth A. Covell, Fort Worth	1978
Mrs. William H. Crook, San Marcos	1977
Miss Lasca Fortassain, San Antonio	1976
Mrs. William P. Hobby, Austin	1976
**Mr. Bert Holmes, Dallas	1978
**Mr. Jacob H. Kravitz, Dallas	1978
Mrs. Carole Pinkett, Houston	1977
Mr. Victor Ravel, Austin	1977
Dr. Robert L. Sutherland, Austin	1976
Mr. A. Fred Swearingen, Corpus Christi	1976
Mr. Larry E. Temple, Austin	1977
**Mr. Raymond Vowell, Austin	1978
Unfilled Term	1977
Unfilled Term	1978
Unfilled Term	1978

McDonald Observatory Advisory Council.--The authorized membership of the U. T. Austin McDonald Observatory Advisory Council was increased from 21 to 25, and the membership as approved is listed below:

	<u>Term Expires</u>
Mr. R. E. Adams, Fort Worth	1977

**Mr. Fred P. Brien, Jr., Del Rio	1978
H. F. Connally, Jr., M.D., Waco	1977
Mr. C. C. Cowell, Jr., Fort Davis	1976
*Mr. John W. Cox, La Jolla, California	1978
**Dwaine F. Dodson, M.D., San Angelo	1978
Mr. S. T. Harris, Dallas	1977
*Mr. Houston Harte, San Antonio	1978
*Mr. Leroy Jeffers, Houston	1978
Mr. James Kaster, El Paso	1976
Mr. Joe J. King, Houston	1977
*Mr. Chris Lacy, Alpine	1978
Mr. Wales H. Madden, Jr., Amarillo	1977
Mr. Don McIvor, Fort Davis	1977
**Mr. Robert W. Olson, Dallas	1978
**Mr. Foster Parker, Houston	1978
**C. M. Phillips, M.D., Levelland	1978
*Mr. Thomas E. Rodman, Odessa	1976
Mr. W. E. Snelson, Midland	1977
**Mr. Walter G. Sterling, Houston	1978
Mr. Curtis T. Vaughan, San Antonio	1976
Mr. Dan C. Williams, Dallas	1977
Unfilled Term	1976
Unfilled Term	1978
Unfilled Term	1978

3.

U. T. Dallas

Development Board.--The authorized membership of the U. T. Dallas Development Board is 25, and the membership as approved is listed below:

	<u>Term Expires</u>
**Mr. J. Fred Bucy, Dallas	1978
Mr. Clifton W. Cassidy, Jr., Richardson	1976
Mr. Robert L. Cattoi, Richardson	1977
Mr. A. Earl Cullum, Jr., Dallas	1977
Mr. Robert W. Decherd, Dallas	1976
Mr. Sol Goodell, Dallas	1976
**Mr. James B. Goodson, Dallas	1978
**Mr. Morris Hite, Dallas	1978
Mr. Robert E. Hollingsworth, Dallas	1976
Mr. Gifford K. Johnson, Dallas	1976
**Mr. Philip R. Jonsson, Dallas	1978
Mr. Jack B. Krueger, Dallas	1977
Mr. Richard K. Marks, Dallas	1976
**Mr. Mark Martin, Dallas	1978
Mr. Avery Mays, Dallas	1976
Mr. Mike A. Myers, Dallas	1977
Mr. Jerry P. Owens, Richardson	1977
**Mr. Charles A. Raper, Chicago, Illinois	1978
Mr. James M. Spellings, Dallas	1977
Mrs. Theodore H. Strauss, Dallas	1977
**Mr. Thomas M. Sullivan, Dallas	1978
Mr. Jere W. Thompson, Dallas	1977

Mr. C. J. Thomsen, Dallas	1976
Mr. Miles Woodall, Jr., Richardson	1977
**Mr. Warren Woodward, Dallas	1978

Advisory Council for Graduate Program in Management and Administrative Sciences.--The authorized membership of the U. T. Dallas Advisory Council for Graduate Program in Management and Administrative Sciences is 16, and the membership as approved on January 31, 1975, is listed below. The members will draw for terms at their first meeting.

- *Mr. Ernest T. Baughman, Dallas
- *Mr. Norman E. Brinker, Dallas
- *Mr. Perry G. Brittain, Dallas
- *Mr. Joe Dealey, Jr., Dallas
- *Mr. E. H. Denton, Dallas
- *Mr. Kal A. Lifson, Dallas
- *Mr. Jack O'Callaghan, Dallas
- *Mr. W. Dewey Presley, Dallas
- *Mr. William H. Seay, Dallas
- *Mr. George W. Sullivan, Dallas
- (Approved 10/24/75)
- *Mr. C. Lee Walton, Dallas

Unfilled Term
 Unfilled Term
 Unfilled Term
 Unfilled Term
 Unfilled Term

Callier Center for Communication Disorders Advisory Council.--On March 14, 1975, the U. T. Dallas Callier Center for Communication Disorders Advisory Council was authorized by the approval of the Principles of Agreement between the Trustees of the Callier Center for Communication Disorders and the Board of Regents of The University of Texas System. The advisory council is composed initially of the 26 members of the present Board of Trustees listed below. The members will draw for terms at their first meeting.

- Dr. Willis Adcock, Dallas
- Mrs. George V. Charlton, Dallas
- Mrs. A. Earl Cullum, Jr., Dallas
- Mr. Robert B. Cullum, Dallas
- Dr. Milton K. Curry, Jr., Dallas
- Mr. A. I. Davies, Dallas
- Mr. Joe M. Dealey, Dallas
- Mrs. Robert E. Dennard, Dallas
- Mr. Lee Fikes, Dallas
- Mr. Gerald Fronterhouse, Dallas
- Mr. Jay Goltz, Dallas
- Mr. W. Thomas Johnson, Jr., Dallas
- Miss Nelle Johnston, Dallas
- Mr. Erik Jonsson, Dallas
- Mr. Ben A. Lipshy, Dallas
- Dr. Aris A. Mallas, Jr., Austin

Mr. Herbert G. Schiff, Dallas
 Dr. Frederick Seitz, New York, New York
 Mr. Harry A. Shuford, Dallas
 Mr. Pat Y. Spillman, Dallas
 Dr. Robert Lee Sutherland, Dallas
 Mr. C. A. Tatum, Jr., Dallas
 Mr. Carl J. Thomsen, Dallas
 Mr. R. L. Thornton, Jr., Dallas
 Mrs. Jack C. Vaughn, Dallas
 Dr. Walter Rosenblith, Cambridge, Massachusetts

4. U. T. El Paso

Development Board.--The authorized membership of the U. T. El Paso Development Board is 25, and the membership as approved is listed below:

	<u>Term Expires</u>
Eugenio A. Aguilar, D.D.S., El Paso	1977
Mr. Richard N. Azar, El Paso	1976
Mr. Marion S. Bell, El Paso	1976
*Mr. Julian Bernat, El Paso	1978
Gordon L. Black, M. D., El Paso	1976
Mr. Jack V. Curlin, El Paso	1976
*Mr. H. M. Daugherty, Jr., El Paso	1978
Mr. Charles H. Foster, El Paso	1977
**Mr. Hugh K. Frederick, Jr., El Paso	1978
Mr. William H. Gardner, El Paso	1976
Mr. Robert E. Goodman, El Paso	1976
Mr. Robert C. Heasley, El Paso	1976
Mr. Fred Hervey, El Paso	1976
**Mr. George V. Janzen, El Paso	1978
**Mr. Ted Karam, El Paso	1978
Mr. Dennis H. Lane, El Paso	1977
Mr. C. H. Leavell, El Paso	1977
Mr. George G. Matkin, El Paso	1977
Mr. Louis B. McKee, El Paso	1976
Mr. L. A. Miller, El Paso	1976
Mr. W. H. Orme-Johnson, Jr., El Paso	1977
Mr. Jose G. Santos, El Paso	1977
Mr. Edward F. Schwartz, El Paso	1977
Mr. Tad R. Smith, El Paso	1976
**Mr. Sam D. Young, Jr., El Paso	1978

5. U. T. San Antonio

Development Board.--The authorized membership of the U. T. San Antonio Development Board is 25, and the membership as approved on January 31, 1975, is listed below:

	<u>Term Expires</u>
*Mr. Glenn Biggs, San Antonio	1976
*Dr. Roland K. Blumberg, Seguin	1976
*Mrs. Lutchter Brown, San Antonio	1977

*Mr. Richard W. Calvert, San Antonio	1976
*Mr. Hugh K. Foster, San Antonio	1977
*Mr. Gordon N. George, San Antonio	1976
*Mr. Houston H. Harte, San Antonio	1977
*Mr. James H. Helland, San Antonio	1978
*Mrs. B. K. Johnson, San Antonio and La Pryor	1977
*Mr. Charles A. Kuper, Sr., San Antonio	1976
*Mr. Quincy Lee, San Antonio	1976
*Mrs. Dorothy Leonard, Kerrville	1978
*Mr. Bernard L. Lifshutz, San Antonio	1977
*Mrs. Walter W. McAllister, Jr., San Antonio	1978
*General Robert F. McDermott, San Antonio	1977
*Dr. Merton Minter, San Antonio	1977
*Mr. Lewis J. Moorman, Jr., San Antonio	1976
*Mrs. Alfred Negley, San Antonio	1978
*Mr. Harold O'Kelly, San Antonio	1978
*Mr. Jesse H. Oppenheimer, San Antonio	1978
*Mr. Scott Petty, Jr., San Antonio	1976
*Mr. C. Linden Sledge, San Antonio	1977
*Mr. John T. Steen, San Antonio	1978
*Mr. Curtis Vaughan, San Antonio	1978
*Dr. Edward T. Ximenes, San Antonio	1978

6. Galveston Medical Branch

Development Board.--The authorized membership of the Galveston Medical Branch Development Board is 28, and the membership as approved is listed below:

	<u>Term Expires</u>
Mrs. William H. Bauer, La Ward	1977
George Valter Brindley, Jr., M.D., Temple	1976
**H. Frank Connally, Jr., M.D., Waco	1978
**McIver Furman, M.D., Corpus Christi	1978
Van D. Goodall, M.D., Clifton	1976
Walter F. Hasskarl, M.D., Brenham	1977
Jesse B. Heath, M.D., Madisonville	1976
*Mr. Sealy Hutchings, Galveston	1978
Mr. Harris Kempner, Galveston	1977
*Thomas D. Kirksey, M.D., Austin	1978
T. C. Lewis, Jr., M.D., Sherman	1976
Mr. V. W. McLeod, Galveston	1977
David McMahon, Jr., M.D., San Antonio	1976
David C. Miesch, M.D., Paris	1977
Mr. W. L. Moody, IV, Galveston	1977
Max Morales, Jr., M.D., San Antonio	1976
Sam Nixon, Jr., M.D., Floresville	1976
C. M. Phillips, M.D., Levelland	1976
Mario E. Ramirez, M.D., Roma	1976

**Mrs. Edward Randall, Jr., Galveston	1978
**Harvey Renger, M.D., Hallettsville	1978
Ed W. Schmidt, M.D., Pecos	1976
William Seybold, M.D., Houston	1977
Mr. Preston Shirley, Galveston	1976
Courtney M. Townsend, M.D., Paris	1976
**Jim M. Vaughn, M.D., Tyler	1978
Mr. John M. Winterbotham, Houston	1976
Mr. Sam P. Woodson, Jr., Fort Worth	1977

7. Houston Health Science Center

Graduate School of Biomedical Sciences and Speech and Hearing Institute Advisory Council.--The authorized membership of the Houston Health Science Center Graduate School of Biomedical Sciences and Speech and Hearing Institute Advisory Council is 12, and the members will draw for terms at their initial meeting. The membership as approved on January 31, 1975, is listed below:

*Mr. James A. Baker, III, Houston
 *Mr. Joseph S. Cullinan, II, Houston
 *Mr. Kenneth Fellows, Houston
 *Mr. Allan C. King, Houston
 *Mr. Preston Moore, Jr., Houston
 *Mrs. Felix Tijerina, Houston
 *Mrs. Gus Wortham, Houston
 *Mrs. Bernard Sakowitz, Houston
 *Mr. John T. Jones, Houston

Unfilled Term
 Unfilled Term
 Unfilled Term

8. University Cancer Center

Board of Visitors of University Cancer Foundation.--The authorized membership of the University Cancer Center Board of Visitors of University Cancer Foundation is 25, and the membership as approved is listed below:

	<u>Term Expires</u>
Mr. Warren S. Bellows, Jr., Houston	1977
*Mrs. Camilla Blaffer, Houston	1978
**Mr. Mac O. Boring, Jr., Odessa	1978
Mr. Lester Clark, Breckenridge	1976
*Mr. Ernest H. Cockrell, Houston	1978
Mr. Roy H. Cullen, Houston	1977
Mr. Ernest Deal, Houston	1977
Mrs. Charles K. Devall, Kilgore	1976
**Mr. John S. Dunn, Houston	1978
Mr. Hub Hill, Dallas	1976
*Mr. J. K. Jamieson, Houston	1978
Mr. Leroy Jeffers, Houston	1976
*The Hon. Joe M. Kilgore, Austin	1978

**Mr. Radcliffe Killam, Laredo	1978
Mr. Charles H. Leavell, El Paso	1977
Mr. Ben F. Love, Houston	1976
**Mr. Michael J. Moncrief, Fort Worth	1977
Mr. Jack R. Morrison, Victoria	1977
Mr. Robert Mosbacher, Houston	1976
Mr. V. F. "Doc" Neuhaus, Mission	1976
Mr. P. H. Robinson, Houston	1977
Mr. Nat S. Rogers, Houston	1977
**Mr. Ernest L. "Pete" Wehner, Houston	1978
Mr. James A. Whittenburg, III, Amarillo	1977
Unfilled Term	1978

9. System Nursing School

Development Board.--The authorized membership of the System Nursing School Development Board is 18, and the membership as approved is listed below:

	<u>Term Expires</u>
**Mr. John B. Armstrong, Kingsville	1978
Mr. Grover Cleveland Bachman, Beaumont	1977
Mr. Roderic M. Bell, Dallas	1976
*Mr. Joe H. Blades, Houston	1978
Mrs. Joe Christie, Austin	1976
**Mr. J. E. Connally, Abilene	1978
Mrs. James C. Farah, El Paso	1977
Miss Ellanor A. Fondren, Houston	1977
Ted H. Forsythe, M.D., Lubbock	1977
Mr. Arthur I. Ginsburg, Fort Worth	1977
**Max E. Johnson, M.D., San Antonio	1978
**Mr. Ike S. Kampmann, Jr., San Antonio	1978
Mrs. Harris L. Kempner, Jr., Galveston	1976
*Mrs. Mike (Cheryl Azar) McCown, El Paso	1977
**Mrs. Patrick J. Nugent, Austin	1978
Mrs. John R. Rainey, Jr., Austin	1977
Mr. Sterling Steves, Fort Worth	1976
Mrs. Presley E. Werlein, Jr., Houston	1976

10.

U. T. Austin
Galveston Medical Branch

National Advisory Committee to the Marine Biomedical Institute of The University of Texas Medical Branch at Galveston and the Marine Science Institute of The University of Texas at Austin.

--On July 25, 1975, the above designation was approved by the Board of Regents and all members of the Marine Biomedical Institute National Advisory Committee were retained. The authorized membership of the National Advisory Committee to the Marine Biomedical Institute of The University of Texas Medical Branch at Galveston and the Marine Science Institute of The University of Texas at Austin is 20. There were no terms expiring this year on this advisory committee, but as a matter of record the membership is listed below:

	<u>Term Expires</u>
Mr. Rex G. Baker, Jr., Houston	No fixed term
Mr. William H. Bauer, La Ward	"
Dr. Cecil H. Green, Dallas	"
Dr. A. Baird Hastings, La Jolla, California	"
Mr. Jack S. Josey, Houston	"
Dr. Blair Justice, Houston	"
Mr. Rai Kelso, Galveston	"
Mr. Carl H. Savit, Houston	"
Dr. Francis O. Schmidt, Boston, Massachusetts	"
Dr. Frederick Seitz, New York, New York	"
Dr. H. Burr Steinbach, Waimanalo, Hawaii	"
Mr. Lee B. Stone, Houston	"
Mr. James C. Storm, Corpus Christi	"
Mr. Clark W. Thompson, Galveston	"
Unfilled Term	"

Summary. --The foregoing includes membership for all development boards and advisory councils except the following:

U. T. Permian Basin. --No nominees have been approved as of this date.

Houston Health Science Center. --The development board for the Houston Health Science Center is the Houston Health Science Center Foundation with five advisory councils. The nominees were approved at the meeting on September 12, 1975, but all replies to invitations for this membership have not been received. This report, however, does include membership of the Graduate School of Biomedical Sciences and Speech and Hearing Institute Advisory Council.

San Antonio Health Science Center. --No nominees have been approved as of this date.

- C. U. T. System: Membership, Board of Directors of U. T. Foundation, Inc. --Secretary Thedford reported that on September 12, 1975, renominations of those individuals indicated by double asterisks were approved for membership on the U. T. Foundation, Inc., Board of Directors. Their acceptances have been received, and the complete membership is listed below. At the July 25, 1975, Board of Regents' meeting the authorized membership of the Board of Directors was increased to a maximum of 25. The 15 members listed below represent the current Board of Directors.

	<u>Term Expires</u> <u>December 31</u>
Mr. Rex G. Baker, Jr., Houston	1977
**Mr. E. Philip Cannon, Houston	1978
Mr. Edward Clark, Austin	Regent
	Representative
Mr. Marvin K. Collie, Houston	1977
**Mr. Hayden W. Head, Corpus Christi	1978
**Mr. B. K. Johnson, San Antonio	1978
Mr. Jack S. Josey, Houston	1977
Mr. Thos. H. Law, Fort Worth	Regent
	Representative
Mr. E. G. Morrison, Austin	1977
Mr. Benno C. Schmidt, New York, New York	1976
Mr. Preston Shirley, Galveston	1977
**Mr. Robert Strauss, Dallas	1978
**Mr. Jack C. Vaughn, Dallas	1978
Mr. Gail Whitcomb, Houston	1976
Mr. Gene M. Woodfin, Houston	1976

- D. Report of Degree Programs Approved by Coordinating Board During 1974-75. --For the record, Secretary Thedford reported that the following had been approved by the Coordinating Board, Texas College and University System during the fiscal year 1974-75 to be effective with the fall semester of 1975-76 or later as indicated by dates in parentheses:

The University of Texas at Arlington

M.A. and M.S. in Interdisciplinary Studies
 Department of Philosophy Established
 Department of Architecture Redesignated
 School of Architecture and Environmental Design
 M. A. in Environmental Design
 Master of City and Regional Planning Degree
 M. A. , M. A. T. and Ph. D. in Humanities
 [Joint Program with U. T. Dallas with concentrations
 at U. T. Arlington limited to literatures, languages
 and linguistics (including as foreign languages only
 French, German and Spanish)]

The University of Texas at Austin

- B. A. and B. S. in Geology Redesignated
- B. A. and B. S. in Geological Sciences
- M. F. A. in Arts Administration
- *M. F. A. in Creative Dramatics, Theatre for Youth and Teacher Training
- *B. B. A. in Real Estate and Urban Land Development
- *M. A. in Advertising

The University of Texas at Dallas

- Master of General Studies (1975-76) - Will be changed to M. A. and M. S. in Interdisciplinary Studies in 1976-77
- M. S. and M. A. T in Human Development
- B. A. in Asian Studies (1976)
- B. A. in Classics (1976)
- B. A. in Music (1976)
- B. A. in Philosophy
- B. A. in Theatre
- B. A. in Visual Arts
- Bachelor of General Studies
- M. S. (1977) and Ph. D. (1979) in Industrial Biosciences
- M. A. (1976) and Ph. D. (1978) in Political Economy
- M. A. (1976), M. A. T. (1976) and Ph. D. (1977) in Humanities [Joint Program with U. T. Arlington with concentrations at U. T. Dallas limited to aesthetic studies, comparative literature and history of ideas.]
- *B. A. designations in Biology, Chemistry, Geosciences, and Physics programs for which B. S. designations are authorized.

The University of Texas at El Paso

- B. F. A. in Art

The University of Texas of the Permian Basin

- M. A. in Behavioral Science
- M. A. in Education (Educational Administration)
- M. A. in Education (Reading)
- M. A. in Education (Supervision)
- M. A. in History
- M. A. in Literature
- M. S. in Life Science
- ** Divide the College of Arts and Education into the College of Arts and Humanities and the College of Social and Behavioral Sciences

The University of Texas at San Antonio

- Division of Special Programs in College of Multidisciplinary Studies Established
- College of Sciences and Mathematics Reorganized
- B. A. in Criminal Justice
- B. A. in Psychology
- M. A. in Education (Educational Psychology/Guidance & Counseling)
- M. A. in Education (Educational Psychology/Special Education)

The University of Texas Health Science Center at Dallas
(Graduate School of Biomedical Sciences)

M.S. and Ph.D. in Immunology

The University of Texas Medical Branch at Galveston
(School of Allied Health Sciences)

Certificates of Proficiency in Management and Supervision,
Research, Community Health Education, and Teaching
Preparation within the existing Bachelor of Science
degree in Health Care Sciences

The University of Texas Health Science Center at Houston

a. School of Allied Health Sciences

- **Organization of School of Allied Health Sciences (Page 130)
- **Certificate Program for Nurse Anesthetists
- **B.S. in Community Nutrition Dietetics (upper division)
- **B.S. in Nuclear Medicine Technology (upper division)
- **Certificate program for Respiratory Therapy (upper division)
and B.S. in Respiratory Therapy (upper division)
- Post-baccalaureate Certificate Program in Biomedical
Communication

b. Graduate School of Biomedical Sciences

M.S. in Language Science

The University of Texas Health Science Center at San Antonio

M.A. and Ph.D. in Physiology
Certificate or Diploma in Dental Hygiene
Certificate in Dental Assisting
Certificate in Dental Laboratory Technology

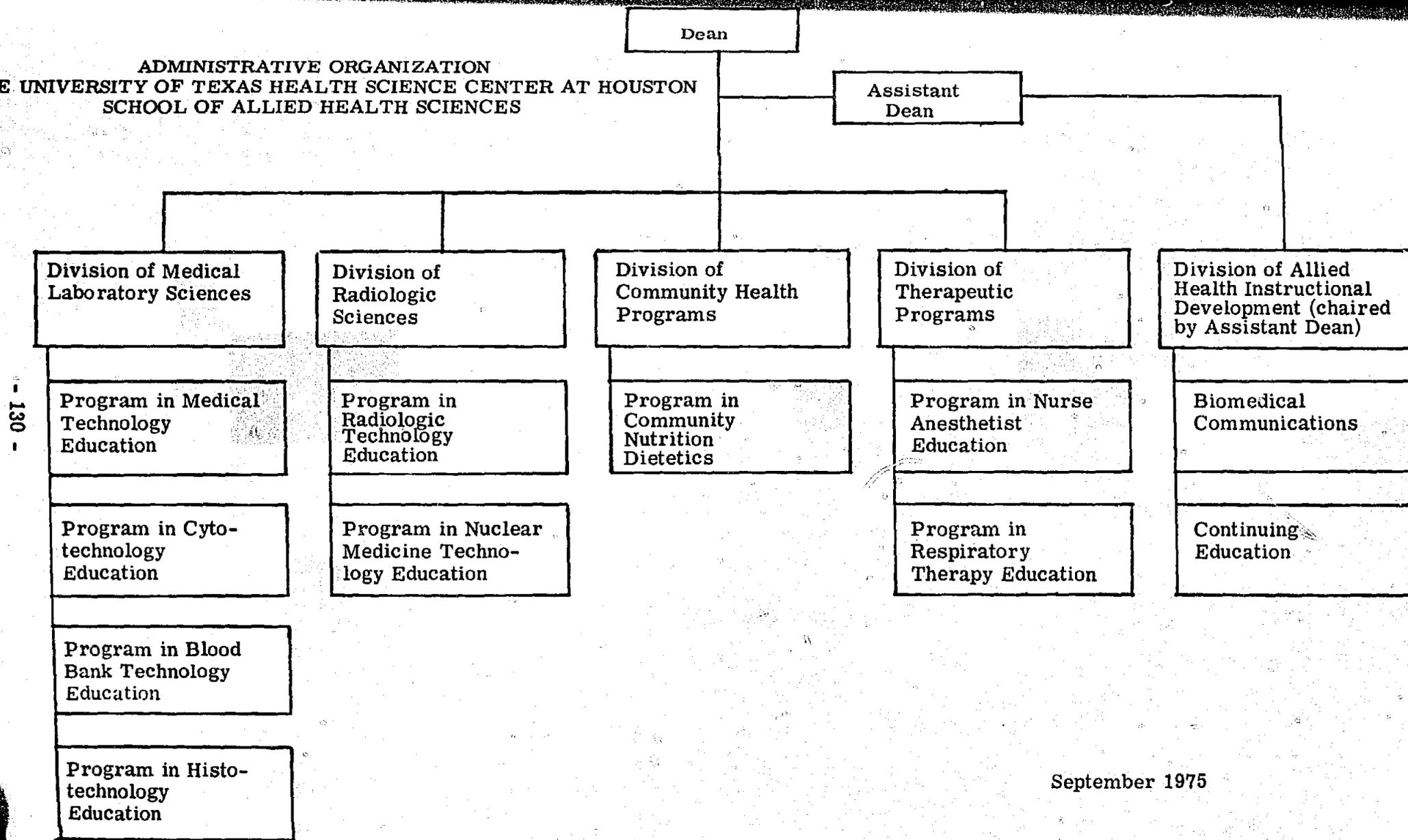
*Did not require Coordinating Board approval.

**Approved by Coordinating Board on April 18, 1975, but cannot be
implemented until adequate financing has been certified.

Withdrawn from the Coordinating Board at the present are:

- (1) M.S., Ph.D. Program in Chemistry in conjunction
with The University of Texas at Dallas, The Uni-
versity of Texas at Arlington and The University of
Texas Health Science Center at Dallas
- (2) Ph.D. Plan in Physics in conjunction with The
University of Texas at Arlington and The University
of Texas Health Science Center at Dallas

ADMINISTRATIVE ORGANIZATION
 THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON
 SCHOOL OF ALLIED HEALTH SCIENCES



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SCHEDULED MEETINGS. --Chairman Shivers reminded the Regents that the next meeting of the Board will be in Houston on December 12, 1975.

REPORT OF BOARD FOR LEASE OF UNIVERSITY LANDS

Vice-Chairman Williams, who is also Vice-Chairman of the Board for Lease of University Lands, presented the following report of the Sixty-Fourth Public Auction of Oil and Gas Leases:

On October 10, 1975, a very successful auction sale of oil and gas leases on The University of Texas lands was held in Austin. In many respects it was one of our best. The University of Texas collected almost 10 million dollars in cash bonus payments for oil and gas leases on University lands.

There were 133,940 acres leased for \$9,687,500 with an average return of \$72.33 per acre. The sale bonus was the sixth largest since the University started holding auction sales in 1929 and the third largest in the last 20 years. The acreage of 133,940 was the largest amount ever auctioned at any one sale.

A total of 51 successful bidders bought 362 tracts. Skelly Oil Company paid the highest price for an individual tract, which was \$460,000 for one half section in Winkler County. Amoco Production Company paid more than \$2,900,000 for 57 tracts in Terrell County. Skelly Oil Company bid \$1,740,000 for six tracts in Winkler County. Other big spenders were Gulf Oil Corporation, \$701,500; Allied Chemical Corporation, \$426,000; Cities Service Oil Company, \$422,500; Monsanto Company, \$399,000; Cal-Mon Oil Company, \$397,000; Inexco Oil Company, \$372,000; and Adobe Oil & Gas Corporation, \$370,000.

At the 64th Public Auction Sale, which was highly successful, the bonuses were good and there were at least 25 new bidders present and actively bidding and buying. Tracts were purchased by bidders of all sizes, ranging from major companies through independents and individuals.

The bonus payments collected to date total over 256 million dollars. These latest bonus payments will be deposited in the Permanent University Fund which now totals almost 800 million dollars. The income from this Fund is used for the benefit of The University of Texas System and The Texas A & M University System.

COMMITTEE OF THE WHOLE - EXECUTIVE SESSION
(Pages 132 - 133)

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Chairman Shivers reported that in the Executive Session of the Committee of the Whole pursuant to Sections 2 (e) and (f), V. T. C. S. the following were discussed:

BOARD OF REGENTS: ACCEPTANCE OF GIFT JOINTLY WITH PAN AMERICAN UNIVERSITY OF WOODLAWN (RESIDENCE OF GOVERNOR AND MRS. SHIVERS), 6 NILES ROAD, AUSTIN, TEXAS, TO ENDOW ALLAN SHIVERS CHAIR IN THE LAW OF BANKING AND FINANCE AT LAW SCHOOL OF U. T. AUSTIN AND TO ENDOW MARIALICE SHARY SHIVERS CHAIR IN FINE ARTS AT PAN AMERICAN UNIVERSITY. -- Chairman Shivers tendered jointly to the Board of Regents of The University of Texas System and the Board of Regents of Pan American University a gift from him and Mrs. Shivers of their home located on 3.84 acres of ground at 6 Niles Road, Austin, Texas, familiarly known as "Woodlawn."

Chairman Shivers explained that this is an unrestricted gift with life estate reserved during which time the property will be maintained and insured, and taxes thereon will be paid.

The proceeds of any sale of this property are to be used as follows:

1. The first \$500,000 is to endow a chair in the School of Law at The University of Texas at Austin to be known as the Allan Shivers Chair in the Law of Banking and Finance.
2. The balance of the proceeds up to an additional \$500,000 is to endow a chair at Pan American University in Edinburg, Texas, to be known as the Marialice Shary Shivers Chair in Fine Arts.
3. Any proceeds in excess of \$1,000,000 are to be divided equally between the two chairs.

This gift was accepted "formally and gratefully" on behalf of The University of Texas Regents upon motion of Vice-Chairman Williams, and the Regents expressed their thanks by standing ovation upon motion of Regent Sterling.

The deed of gift and any documents relating thereto will be submitted at the Regents' meeting on December 12, 1975, and made a part of the permanent record.

(Because of the historical significance of this mansion, Secretary Thedford includes in the Minutes the following:

The home at 6 Niles Road was build by Abner Cook. Governor Pease moved into the mansion on January 15, 1857 when he moved from the Governor's Mansion. Governor and Mrs. Shivers bought this home from Niles Graham, a grandson of Governor Pease. A stipulation in the purchase of this home was that Governor and Mrs. Shivers would move into the mansion on January 15, 1957, when they left the Governor's Mansion. This they did.

This place has been familiarly known as "The Pease Mansion," "The Pease-Shivers Mansion" and "Woodlawn"; however, Governor Pease gave it the name of "Woodlawn" when he moved in on January 15, 1857.

Historical facts relating to Woodlawn are in Chapter 21 of Allan Shivers: The Pied Piper of Texas Politics by Sam Kinch and Stuart Long.)

PENDING LITIGATION. --Chairman Shivers reported that in Executive Session oral summaries were received from members of the Attorney General's staff of the status of pending litigation relating to U. T. System.

OTHER MATTERS

U. T. SYSTEM: APPOINTMENT OF COMMITTEE TO STUDY PROCESS FOR SELECTION OF CHIEF ADMINISTRATIVE OFFICERS (PRESIDENTS) OF COMPONENT INSTITUTIONS. --Chairman Shivers reiterated, "As I have said on many previous occasions, the present method of selecting a chief administrative officer of a component institution of The University of Texas System is tedious." (The present process is outlined in the Regents' Rules and Regulations, Part One, Chapter II, Section 4.1.)

With the concurrence of the other members of the Board of Regents, Chairman Shivers established a Committee to Study the Selection Process of Chief Administrative Officers (Presidents) of the Component Institutions of The University of Texas System. The Committee is to be composed as outlined below of three members of the Board of Regents; Chief Administrative Officers (Presidents) of three U. T. System component institutions; one faculty member from each of the same three component institutions; one student representative from each of the same three component institutions and in the case of U. T. Austin an additional student representative; and one representative from the Ex-Students' Association.

To this Committee, Chairman Shivers named:

Regental Representatives

Regent Shivers (Chairman of Committee)
Regent (Mrs.) Johnson
Regent Williams

Chief Administrative Officers of Three Component Institutions

President Lorene Rogers, The University of Texas at Austin
President Bryce Jordan, The University of Texas at Dallas
President William C. Levin, The University of Texas Medical
Branch at Galveston

Representative from Ex-Students' Association

Mr. Wales Madden, President, Ex-Students' Association

Faculty Representatives

_____, The University of Texas at Austin
_____, The University of Texas at Dallas
_____, The University of Texas Medical
Branch at Galveston

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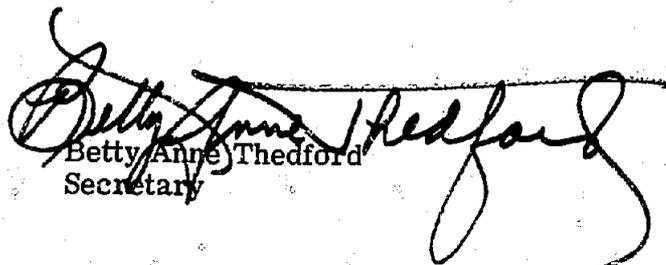
Student Representatives

_____, The University of Texas at Austin
_____, The University of Texas at Austin
_____, The University of Texas at Dallas
_____, The University of Texas Medical
Branch at Galveston

Chairman Shivers indicated that at an early date the faculty and student representatives would be named.

This Committee is to make an extensive study of the selection process and submit its recommendations to the Board of Regents.

ADJOURNMENT. --The business of this session having been concluded, the meeting was adjourned at 11:53 a.m.


Betty Anne Thedford
Secretary

October 27, 1975