
APPENDICES

MEMBERS OF THE TASK FORCE

Larry E. Temple

Mr. Larry E. Temple is an Austin attorney and President of the Lyndon B. Johnson Foundation. He is a graduate of The University of Texas and its School of Law. He served as chairman of the Texas Higher Education Coordinating Board and the Select Committee on Higher Education (1985-1987). He is a recipient of the U. T. System Board of Regents' Santa Rita Award, the U. T. Austin Ex-Students' Association Distinguished Alumnus Award, U. T. Austin School of Law Outstanding Alumnus Award, the U. T. Austin Presidential Citation and the U. T. Law Faculty Award.

Pat L. Clubb

Dr. Pat L. Clubb is the Vice President for Employee and Campus Services at U. T. Austin. In this capacity, she is responsible for the development and delivery of service for on-campus clients, assurance of the integrity of the campus physical infrastructure, and public and environmental safety. She is a graduate of Texas Tech University and holds a Ph.D. in government and an M.B.A. from U. T. Austin.

Frank W. Denius

Mr. Frank W. Denius is an Austin attorney, president of the Cain Foundation, and a director of the Southern Union Company and Chase Bank-Austin. He has served on the U. T. Development Board, the Centennial Commission, the Campaign Executive Council of the We're Texas Campaign, the Commission of 125, as chairman of the Leadership Austin Council, and as president of the U. T. Austin Ex-Students' Association. The concourse at the Etter-Harbin Alumni Center is named in his honor, as are the Frank Denius Fields, including the indoor football practice facility. He is a recipient of the U. T. Austin Ex-Students' Association Distinguished Alumnus Award and the U. T. System Board of Regents' Santa Rita Award. He is a graduate of The University of Texas and its School of Law.

Jesus Garza

Mr. Jesus Garza is the Executive Vice President and Chief Operating Officer of the Seton Family of Hospitals in Austin and a former Austin City Manager. He is the recipient of the Distinguished Public Service Award presented by the U. T. Austin Lyndon Baines Johnson School National Alumni Association. He is a graduate of U. T. Austin and received his Master of Public Affairs from the U. T. Austin LBJ School of Public Affairs.

Dealey D. Herndon

Ms. Dealey D. Herndon was president of Herndon, Stauch & Associates, a project and construction management firm, from September 1995 until the business was sold in April 2006 and remains active as a consultant to the new firm as Executive Project Manager. She is a member of the Board of Directors of Belo Corp, a trustee emeritus of the National Trust for Historic Preservation, and was a founding board member and president of the Texas State History Museum Foundation. From 1991 to September 1995, she was executive director of the State Preservation Board of the State of Texas and, in that capacity, managed the Texas Capitol Restoration. She is a graduate of U. T. Austin.

Kevin P. Hegarty

Mr. Kevin P. Hegarty is the Vice-President and Chief Financial Officer of U. T. Austin. In that capacity, he serves as financial controller with responsibility to certify revenue and expenditures and manage the financial operations and procurement practices of the University. Hegarty also is a member of the board of directors of Staktek Inc., a technology company. He received his B.B.A. and Master of Professional Accounting from the Red McCombs School of Business at U. T. Austin.

Scott C. Kelley

Dr. Scott C. Kelley is the Executive Vice Chancellor for Business Affairs for the U. T. System. In this position, he serves as the chief business officer for the U. T. System, overseeing financial operations of the nine academic and six health institutions and System Administration. He is responsible for overseeing management of the following System Administration offices: Office of Finance; Office of Facilities Planning and Construction; Controller's Office; Office of HUB Programs; Real Estate Office; and West Texas Operations. Dr. Kelley earned a bachelor of science degree in economics from Brigham Young University, an M.B.A. in finance from Oklahoma City University, and a master's degree and doctoral degree in higher education administration from Harvard University.

Tom Meredith

Mr. Tom Meredith is a general partner and co-founder of Meritage Capital, L. P., an investment and management firm specializing in multi-manager hedge funds and Chief Executive Officer of MFI Capital, the Meredith family's private investment arm. He is a graduate of St. Francis University, received a J.D. from Duquesne University School of Law and a Master of Laws in taxation from Georgetown University. He is an adjunct professor at the U. T. Austin Red McCombs School of Business and serves on advisory boards at U. T. Austin and the Wharton School at the University of Pennsylvania.

C. Patrick Oles, Jr.

Mr. C. Patrick Oles, Jr. is the President and Chief Executive Officer of Barshop & Oles Company, a privately owned Texas-based commercial real estate development and management firm. Additionally, he currently serves as Chairman of Trustees of the Texas Parks and Wildlife Foundation. He graduated from U. T. Austin with a B.B.A. in Finance.

Ambassador Pamela P. Willeford

Ambassador Pamela P. Willeford is the former United States Ambassador to Switzerland and Liechtenstein. During her service as Chairman of the Texas Higher Education Coordinating Board, the Board developed the comprehensive, statewide higher education plan called "Closing the Gaps," which is still an important factor in policy-making for higher education in Texas. She is a founding board member of the Texas Book Festival and a graduate of U. T. Austin.

DEED FOR THE BRACKENRIDGE TRACT

THE STATE OF TEXAS, ::

COUNTY OF BEKAR. ::

I, George W. Brackenridge, for the purpose of advancing and promoting University education, hereby grant, donate and convey, in trust for the benefit of the University of Texas, as a part of the permanent fund for said University until the death of the last survivor of the following persons, namely: Katherine Ramsey, age five years, daughter of W. A. Ramsey, Elizabeth Harcourt, age nine years, daughter of G. M. Harcourt, Alexander Erskine, age seven years, son of Michael H. Erskine,- the above named fathers are employes of the San Antonio National Bank,- John Adams Brackenridge, age seven years, Roy James Brackenridge Roberts, age seven years, Isabella Eleanor Roberts, age one year,- the last named three being grandchildren of the late James M. Brackenridge of Austin, Texas,- or until the same is sold or conveyed by the state of Texas or the duly constituted authorities of the University of Texas before the death of the last survivor of the above named persons, remainder over, in case the same is not disposed of by the State of Texas or the duly constituted authorities of the University of Texas before the death of the last survivor of the above named persons, in fee simple title to the State of Texas for the benefit of the University of Texas as a part of said permanent fund with the request merely on my part that it be never disposed of but be held permanently for such educational purposes, but in case said State of Texas or the duly constituted authorities of the University of Texas sell or convey said property from the purposes aforesaid at any time before the death of the last survivor of the above named persons, then and upon that contingency, remainder over in fee simple title to the

County of Jackson, in the State of Texas, for the benefit of the public free schools in and for that County, the following described property situated in Travis County, Texas, to-wit:

Lying on the East bank of the Colorado River about two and one-half miles above the City of Austin, said lands being a portion of the one-third of a league of land granted to Daniel J. Gilbert, containing 353 acres, more or less, and a portion of the Geo. W. Speer league, containing 55 acres, more or less,

Beginning at a point on the East bank of the Colorado River, it being the Southwest corner of the Geo. W. Speer league, and the Southeast corner of the Daniel J. Gilbert one-third league, thence down the river with its meanderings South 47 East 334 varas, South 56 East 320 varas to a corner on the bank of the river, thence North 30 East 475 varas, thence North 60 West 554 varas, thence North 30 East 184 varas; thence North 60 West 92 varas to the division line between said Geo. W. Speer league and said Daniel J. Gilbert one-third league, thence with said division line North 30 East 1054 varas, thence North 60 West 1498 varas along the lands of L. C. Pease, Wm. Walsh and others to the bank of the Colorado River, thence down the bank of the Colorado River with its meanderings to the place of beginning,

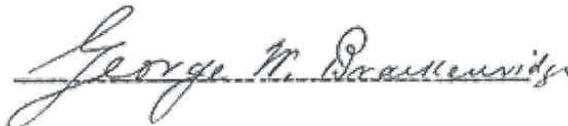
Also Ninety-five acres of land, part of the Henry P. Hill league, lying on the West bank of the Colorado River, in Travis County, the property of George W. Brackenridge,

Beginning at a stone mound on the bank of the Colorado River, at the Northwest corner of the Henry P. Hill league, thence with the West boundary line of said Henry P. Hill league South 30 West 1645 varas, thence South 60 East 224 varas, thence North 30 East 254 varas, thence South 60 East 262 varas, thence North 30 East 677 varas to the bank of the Colorado River, thence up the bank of the Colorado River, with the meanderings thereof, to the point of beginning, containing ninety-five acres of land, more or less,

there being excepted from the property above described, and same is not hereby conveyed, about one acre of land assessed and held by C. K. Jung and about one acre assessed and held by Mrs. Johanna Hallman, and also one lot in Lake Addition assessed and held by A. Raggio, which said three parcels, included in the boundaries of the land above described, I do not own.

TO HAVE AND TO HOLD same unto the said respective grantees of the several estates according to the limitations above expressed.

WITNESS MY SIGNATURE, this 17th day of June, A.D., 1910.



THE STATE OF TEXAS, ::

COUNTY OF BEXAR. ::

Before me, the undersigned authority, on this day personally appeared George W. Brackenridge, 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 18th day of June, A.D., 1910.

Mary James Quipley
Notary Public, in and for the County of Bexar, State of Texas.

THE STATE OF TEXAS, COUNTY OF TRAVIS.	I, Paul M. Deats, Clerk of the County Court within and for the County and State aforesaid, do hereby certify that the within and foregoing instrument of writing, with its certificate of authentication, was filed for record in my office on the <u>4</u> day of <u>Jan</u> , A. D. 191 <u>1</u> , at <u>11</u> o'clock <u>P.</u> M., and duly recorded on the <u>7</u> day of <u>Jan</u> , A. D. 191 <u>1</u> , at <u>12</u> o'clock <u>M.</u> , in the <u>Deed</u> Records of said County, in Book No. <u>944</u> pages <u>77</u> to <u>78</u> inclusive.
WITNESS MY HAND and seal of the County Court of said County, the date last above written.	
	<u>Paul M. Deats</u> Clerk County Court Travis County, Texas.
By	<u>H. A. Murray</u> Deputy

FORBES PRINTING COMPANY - AUSTIN, TEXAS

FORMER BOARD CHAIRMAN FRANK ERWIN'S HISTORY OF THE BRACKENRIDGE TRACT

U. T. AUSTIN - BRACKENRIDGE TRACT - REGENT ERWIN'S REVIEW OF THE HISTORY OF THE TRACT. --At the April 24, 1973, meeting of the Board of Regents, Regent Frank C. Erwin, Jr., presented an oral review of the history of the Brackenridge Tract. At the request of the Board of Regents, Regent Erwin thereafter prepared this written review for inclusion as a part of the record in the minutes of a subsequent meeting of the Board:

July 10, 1973

TO THE MEMBERS OF THE BOARD OF REGENTS:

On January 26, 1839, less than 3 years after the Battle of San Jacinto, the Third Congress of the Republic of Texas set aside 50 leagues of land with which to endow two state universities.

The earliest known map of the City of Austin, drawn in that same year (1839) indicates a "College Grove" at the place where the U. T. campus was later established, and a map of Austin drawn in 1840 pursuant to an act of the Congress of the Republic indicates the school located on the site of "College Grove," but it was then labeled "College Hill." On the 1840 map, "College Hill" consists of a 12 square block area lying between what are now 21st Street on the south, 24th Street on the north, Guadalupe Street on the west, and Speedway Street on the east.

Unfortunately, the poverty of the Republic and the early difficulties of the newborn State of Texas for years delayed the opening of the college.

Elisha M. Pease, who became Governor in 1853, urged the building of the University, and after several efforts by the Legislature to that end, a bill was signed on February 11, 1858, establishing "The University of Texas" and creating an endowment of bonds and land for its maintenance and support.

Unfortunately, the chaotic conditions ensuing from the War Between The States intervened, and no further action to establish the University was taken until the adoption of the 1876 Constitution.

That Constitution, which was adopted by popular vote on February 15, 1876, expressly provided for the creation of "The University of Texas," which was to be a "university of the first class" and was to be located by a vote of the people. That Constitution also set aside a million acres of the public domain for the support of the University, and in 1883 the Legislature added an additional million acres of public land to the endowment. That 2,100,000 acres of University Lands, situated in 19 West Texas counties, is the foundation of the Permanent University Fund today.

In 1881, at the request of Governor Oran M. Roberts, the 17th Legislature passed a bill, signed by the Governor on March 30, 1881, establishing "The University of Texas" and appropriating \$59,000 for the construction of the initial university building. (That appropriation of \$59,000 appears to have been a clear violation of Section 14 of Article VII of the 1876 Constitution which provides that "no tax shall be levied and no money appropriated out of the general revenue . . . for the establishment and erection of the buildings of The University of Texas.").

Numerous towns and places in the State competed for the location of the University. However, after the state-wide election was held on September 6, 1881, Governor Roberts filed a proclamation with the Secretary of State declaring that "Austin has been selected as the site for the Main University." (The best report of the campaign to locate the Main University in Austin appears to be the one related by A. P. Wooldridge in the November 15, 1913, issue of The Alcalde. Probably more than any other person, Mr. Wooldridge is responsible for the University's being in Austin.)

However, once Austin was selected by popular vote, no one seems to have doubted that the campus should be situated on the forty-acre site that was designated on the 1839 and 1840 maps of the city, first as "College Grove" and then as "College Hill." In any event, the laying of the cornerstone of the West Wing of the Old Main Building was accomplished on that site on November 17, 1882, before 3,000 witnesses, and the construction was completed in 1883 at a cost of \$62,000. With the assistance of Governor John Ireland, the first classes were opened in September, 1883, in the rooms of the Senate and the House of Representatives and "in such apartments as could be spared" in the temporary Capitol Building. In January, 1884, all classes of the University were moved from the temporary Capitol Building to the completed West Wing of "Old Main." The University opened in 1883-84 with an enrollment of 218.

Colonel George W. Brackenridge of San Antonio served as a member of the Board of Regents for a total of almost 26 years (from November, 1886, to January, 1911; from August, 1917, to January, 1919; and from November, 1920, until his death in December, 1920).

In 1890, when the University was barely 7 years old and when the enrollment had risen to only 278 students, Colonel Brackenridge saw the need for a dormitory for the "poor boys" and offered the Regents a substantial sum of money toward providing such a facility. Colonel Brackenridge's stated purpose was that "the young men of Texas might have substantial aid in obtaining an education to fit them morally and mentally for any honorable calling or station in life." The total cost of the original portion of the dormitory (first called "University Hall," then "Brackenridge Hall," and finally just "B Hall") was \$17,000, of which Colonel Brackenridge contributed \$10,000, plus \$800 to equip and furnish the "mess hall." In 1900,

two wings were added to B Hall, and Colonel Brackenridge contributed to their cost.

By the fall of 1909, Colonel Brackenridge had conceived the idea of moving the main campus of the University from the "forty acre" site to a 1,000 acre site situated in what is now West Austin. At that time Colonel Brackenridge owned a 500 acre tract in that area, of which about 90 acres lay on the west bank of the Colorado River near the Lake Austin dam, and about 410 acres lay on the east bank of the river in the general area where the Austin Municipal Golf Course is now situated. At the same time, the heirs of Governor Pease owned more than 1,000 acres lying between the Pease Mansion (situated on what is now Pease Road) on the east and Colonel Brackenridge's tract on the west.

It was Colonel Brackenridge's dream that he and the Pease heirs would each give 500 acres to the University, thereby creating a 1,000 acre campus in West Austin, stretching from the Pease Mansion to the Colorado River, and that the proposed new 1,000 acre campus would be connected to the "forty acres" by a 400 foot wide boulevard that would run down the present route of 24th Street from the intersection of Pease and Windsor Roads to Guadalupe Street. (A map of this grandiose plan can be found in the map section of Walter Long's history of the Brackenridge Tract entitled "For All Time to Come," privately printed by Steck in 1964.)

Colonel Brackenridge approached the Pease heirs with his proposal in October, 1909, and even offered to purchase the Pease house and land and donate them to the University in the name of his friend, Governor Pease. But, according to one of the Pease heirs, after consideration the heirs concluded that they could not afford to contribute the land and their pride would not permit them to allow Colonel Brackenridge to purchase the house and land and donate them in their ancestor's name, so a substantial part of Colonel Brackenridge's plan fell through.

However, he decided to proceed alone, and in December, 1909, Colonel Brackenridge wrote U. T. President Mezes, in pertinent part, as follows:

"In this connection, I tender to the University the land fronting on the Colorado River and embracing the Austin dam, amounting to somewhere in the neighborhood of (500) acres, provided it could be occupied for University purposes advantageously. If you think well of this, won't you kindly have the boys (i. e., apparently a reference to the surveying students in the engineering school) make a survey of it so that I may draw the deeds accurately by boundaries, and also that the Board may see something of the topography of the tract to enable them to decide whether they desire it or not. I am perfectly willing and ready to do this if it meets any of the wants of the University, but would be unwilling to give it to them to be sold or exchanged for other property."

Complying with Colonel Brackenridge's request, the then Chairman of the Board of Regents appointed a committee to examine the land in question and to report back to the Board on its suitability for university purposes.

The deed from Colonel Brackenridge dated June 17, 1910, was formally accepted by the Board of Regents on October 22, 1910. However, entries in the minutes of the meetings of the Board of Regents during 1910 and 1911 indicate that the problem of determining the best use of the land continued to be studied. Among the suggested uses were a park and botanical garden; a state fish hatchery; a scientific research activity in Economic Botany, Economic Zoology, and Economic Entomology, dealing with commercially valuable plants and animals and with the insects which prey on them; a combined dairy, truck farm, and school which would provide work and economic support for pre-college students who wished to prepare themselves to enter the University; a commercially and professionally managed farm operation; and, of course, a new site for the main campus of the University.

Finally, on June 11, 1911, the Regents sent the following telegram to Colonel Brackenridge, who had retired from the Board in January of that

year and was then in San Antonio:

"Regents have inspected property you recently gave University, and suggestion is entertained looking to its future use for site of main establishment. We will be here until Tuesday night, and would be glad to have your counsel on this and other matters if you can come without serious discomfort."

On the following day (June 12, 1911), Colonel Brackenridge responded as follows:

"Thanks for your very kind and highly appreciated invitation to join you in the consideration of any subject pertaining to the future prosperity and welfare of The University of Texas. The land there will eventually be of great value, and I will as a citizen of the State of Texas take pleasure in following as far as possible any suggestion or undertaking of your Board. (I regret) that my health and the extreme heat and dust prevent my acceptance."

It appears that no real conclusion as to best use of the land was arrived at by the Board of Regents at that time, and the Board turned the management of the land over to Regent George W. Littlefield (of Austin) for lease. Major Littlefield reported to the Board that the land was being fenced, that the land on the east side of the river had been rented for \$500, and that the land on the west side of the river had been rented for \$10.

Leaving the history of the Brackenridge Tract for a moment, it is interesting to note that Colonel Brackenridge's dedication to the University was not limited to making grants of land or gifts of buildings that bear his name. On the contrary, by deed of gift dated March 15, 1915, Colonel Brackenridge donated his schooner, known as the "Navidad," to the Board of Regents for the purpose of "promoting the collecting and investigating of marine life along the coast of the State of Texas." Unfortunately, Fate did not smile on that undertaking, because the minutes of the Regents' meeting of October 26, 1915, contain the following:

"By the violence of the storm of August 18, (1915) the 'Navidad'... was driven on land. Fortunately, the damage was slight, and arrangements have been made... to float the boat again. It was hoped that it would prove practical this fall to establish the work in marine biology for which the boat was given to the University, but, owing to the lack of provision for it in the legislative appropriation and the demands on the Available Fund by reason of the damage to the Medical (Branch

at Galveston) resulting from the storm, it seems advisable to postpone for a time the inauguration of the work. Under these circumstances, Mr. Brackenridge has expressed a willingness to take back the boat and keep it for his own use until such time as the University is in position to prosecute the undertaking" (There is no indication that the 'Navidad' was ever transferred to the University a second time.)

Two years later, when, on June 2, 1917, Governor Jim Ferguson vetoed the Legislature's itemized appropriations for the University's next biennium, leaving untouched only the salary of the Dean of the College of Arts and the totals at the bottom of the appropriation, both Colonel Brackenridge and Major Littlefield immediately offered to underwrite the entire expense of operating the University (then some \$700,000 per year) out of their personal resources - either separately or together. Fortunately, on June 9, 1917, Attorney General B. F. Looney rendered the opinion that the total amount of the appropriation had not been nullified by the veto of the several items so that it did not become necessary for those two great benefactors of the University to replace the State's money with their own, but there can be no doubt of their willingness to have done so had it been necessary.

That Colonel Brackenridge well knew how to donate and dedicate land for "park purposes" when he chose to do so and that he was always conscious of his great affection for and dedication to the University is clearly demonstrated in the deed by which he gave Brackenridge Park to the City of San Antonio. In an instrument dated November 20, 1899, after conveying the land to the City of San Antonio, Colonel Brackenridge provided that if the City (1) ever permitted the donated premises, or any part thereof, to be used for any other purpose or purposes than a public park, or (2) ever permitted any beer or intoxicating liquor of any kind to be sold, given away or drunk within or upon any part of the premises, or (3) ever permitted the premises, or any part thereof, to be used or occupied for any illegal purpose whatsoever, or (4) ever conveyed, alienated or encumbered same or any part of the premises, then "the title to said

premises shall at once pass from said City and vest in the State of Texas for the benefit of The University of Texas."

Let us now return to the history of the Brackenridge Tract. From the language of Colonel Brackenridge's deed to the University, from his communications to the Board of Regents described above, and, particularly, from his negotiations with the Pease heirs, it is perfectly clear that it was Colonel Brackenridge's fond hope and desire that the main campus of the University would be moved to the land he donated. However, the only serious effort to accomplish that goal resulted in total failure and placed his dream effectively out of reach forever.

Colonel Brackenridge died on December 28, 1920, a month after he began his last term as a Regent. Ironically, the fight to move the main campus to the Brackenridge Tract was begun, carried on, and lost during the 3 months immediately following his death.

Dr. Robert E. Vinson became president of the University in 1916 and led the University with great vigor in support of the war effort during 1917 and 1918. However, after the Armistice, President Vinson turned his thoughts to the future of the University. In that regard, he concluded that the "forty acre" site was far too small to accommodate the future university complex that he envisioned, that it would be prohibitively expensive to acquire sufficient additional land adjacent to the "forty acres," that the main campus must be moved to the Brackenridge Tract, and that the land given by Colonel Brackenridge must be at least doubled in size. Since this was almost exactly the plan that Colonel Brackenridge had conceived in 1910 and since Colonel Brackenridge served on the Board of Regents during two of President Vinson's first three years in office, it seems very likely that Colonel Brackenridge played a major role in the development of the Vinson Plan.

In any event, during early 1920 President Vinson persuaded the Austin Chamber of Commerce to secure purchase options in the name of an

undisclosed principal on hundreds of acres adjacent to the Brackenridge Tract. Perhaps unknown to Colonel Brackenridge, President Vinson anticipated that Colonel Brackenridge would leave the bulk of his estate to the University, and Dr. Vinson intended that that bequest would be used to purchase the additional land and to begin the construction of buildings on the new site. Unfortunately for that grand design, at his death in December, 1920, Colonel Brackenridge's estate was not as large as Dr. Vinson had anticipated, the bulk of the estate was not left to the University, and the \$400,000 bequest that was made to the University was left for purposes other than the construction of buildings.

Nevertheless, on January 5, 1921, inspired by Dr. Vinson's strong convictions, the Board of Regents unanimously adopted a lengthy Memorial addressed to the Governor and the 37th Legislature advocating the removal of the University to the Brackenridge Tract and calling for the appropriation of 8 millions of dollars to construct new buildings there.

Thereafter, for three months, a bitter battle raged both in and out of the Legislature over the question. Many bills and resolutions were introduced on both sides, and at one time it was proposed that a new state-wide referendum be held to determine whether the University should remain in Austin. Not only legislators, but citizens of Austin and ex-students all over the state, hastened to join the battle and exchange charges with great vehemence. All in all, it was one of the most violent and bitter public controversies in which the University has been involved, and it is recounted in great detail in Walter Long's "For All Time to Come."

Finally, in the very last hours of the legislative session, a compromise bill was passed which rejected the Regents' recommendation that the Main Campus be moved to the Brackenridge Tract, but appropriated \$1,350,000 for the acquisition of 135 acres which lay immediately east of the "forty

acres" and were situated generally between Red River and Speedway on the east and west and between 19th and 24th on the north and south. However, the bill required that the citizens of Austin post a bond to guarantee that they would pay all cost of acquiring the land in excess of the appropriation. Before the Governor would sign the bill, he also required that the Austin banks agree that if more than one-half of the appropriation should be expended during the first fiscal year of the biennium, the excess over one-half would be advanced by the banks until the second year without interest. Both of these conditions were met by the people of Austin, and the campus expansion land was acquired during the next several years - though not without considerable difficulty.

In that fateful year of 1921, the Legislature adjourned on March 12th, and Governor Pat Neff signed the bill on April 1st, at which time he commented that "The purchase of this land will fix forever the habitat of this seat of learning." Thus died forever all hope of implementing Colonel Brackenridge's dream of moving the main campus of the University to the tract of land on the banks of the Colorado.

Colonel Brackenridge's deed of June 17, 1910, is not a copybook example of clarity in legal writing, but from the language of the deed several things are clear. First, it is clear that he intended to convey for the use and benefit of The University of Texas a tract of land containing approximately 408 acres on the east side of the Colorado River and a tract of approximately 95 acres on the west side of the river. Second, it is clear that the conveyance was made "for the purpose of advancing and promoting University education," with the "request merely on my part that it be never disposed of but be held permanently for such educational purpose." Finally, it is clear that under the terms of the deed if the land

was not sold or conveyed by the State of Texas or the duly constituted authorities (i. e. , the Board of Regents) of The University of Texas prior to the death of the last survivor of six named children (then aged 9, 7, 7, 7, 5 and 1 years, respectively), fee simple title would vest in the State of Texas for the use and benefit of the University upon the death of the last survivor. On the other hand, if the land was sold or conveyed before the death of the last survivor of the six named children, the fee simple title would vest at the time of such attempted sale or conveyance (or upon the death of the last survivor) to Jackson County, Texas, for the use and benefit of the public free schools in that county.

The minutes of the meetings of the Board of Regents from 1910 forward indicate that each successive Board was keenly aware of the danger of jeopardizing the University's interest in the land. The Board's knowledge that the land could not be sold, that there might be some risk in selling any timber, improvements, or other things off the land, and that some day the tract might be the site of the Main University campus undoubtedly all joined in keeping the Board of Regents from committing the land to any meaningful use from 1910 to 1921. Of course, the University's lack of funds and the fact that the tract was still well outside Austin's commercial and residential development did not increase the opportunities for any such meaningful use.

After the possibility of moving the main campus to the Tract was eliminated by the Legislature in the spring of 1921, the Board of Regents attempted to enter into a contract with the Texas Game, Fish and Oyster Commission for the land to be used as a game sanctuary, but on January 14, 1924, the Texas Attorney General ruled that two state agencies could not contract with each other, and, in addition, the Attorney General

warned that the Board of Regents should not sell or attempt to sell any part of the Brackenridge Tract or anything on it without obtaining the prior written advice of the Attorney General. It was against that background of long frustration over the use of the Brackenridge Tract that the Board of Regents was approached by the Austin Lions Club in the spring of 1924 about the possible use of part of the land as a municipal golf course.

The minutes of the April 15, 1924, meeting of the Board of Regents reflect that "After discussion, the Board voted in favor of the (municipal golf course) lease, subject to the approval of the Attorney General, for a consideration of sixty dollars per year (which is an increase over the present income)."

Thereafter, on May 31, 1924, a 25-year lease expiring June 15, 1949, was entered into between the Board of Regents and the Austin Municipal Golf and Amusement Association (a non-profit corporation formed by the Austin Lions Club for the purpose) covering roughly the triangular tract of land presently bounded on the east by Exposition Boulevard, on the north by Enfield Road, and on the south and west by Lake Austin Boulevard (formerly Dam Boulevard). The Golf Association agreed to use the premises only for "the purpose of establishing, conducting, and operating golf links and grounds suitable and appropriate for the game of golf, and such other outdoor games, amusements and recreations as may be wholesome and proper, and as may not be objectionable to (the Board of Regents)." The Golf Association also agreed, among other things, to pay to the Treasurer of the State of Texas for the account of the Board of Regents the cash sum of sixty dollars on the 16th day of June of each year. Finally, the lease provided that the Board of Regents could terminate the lease upon one year's written notice if "in its judgment the interest of The University of Texas should require that said premises be possessed by

and devoted to some direct University activity or occupancy." The lease was approved by Attorney General W. A. Keeling.

Thirteen years later, by an agreement entered into between the Board of Regents and the City of Austin, dated March 30, 1937, it was agreed (1) that the Regents approve the assignment of the May 31, 1924, lease from the Austin Municipal Golf and Amusement Association to the City of Austin, (2) that the term of the lease be extended to March 30, 1987 (i. e., fifty years from the date of the agreement between the Regents and the City), (3) that the City would assume the indebtedness of the Golf Association and, with W. P. A. assistance, would spend about \$30,000 to improve the golf course, (4) that the Board of Regents would not cancel the lease prior to March 30, 1957, without reimbursing the City for the cost of part of the improvements, and (5) that the Board of Regents would not cancel the lease for the purpose of operating a golf course or other athletic activities on the premises."

By instrument dated February 9, 1961, at the request of the Board of Regents, the City of Austin released from the aforesaid lease of May 31, 1924, as modified by the aforesaid agreement of March 30, 1937, a tract of 11.637 acres situated at the southwest corner of the intersection of Enfield Road and Exposition Boulevard. The tract was released for the purpose of providing a site for a residence of the President of U. T. Austin, but the project was later abandoned. The released tract was never occupied by the golf course, and has not been officially in the possession and control of the City since 1961.

A search of the records at the University and at the State Treasurer's office indicates that the \$60.00 annual rental due from the City on the golf course tract has never been paid. Also, U. T. Austin's physical plant staff reports that many oak trees on the golf course tract are dying and that ailing trees are receiving little or no attention.

On August 7, 1972, the Board of Regents, acting by and through its chairman, gave written notice to the City that the "golf course" lease would be terminated one year from that date. In connection with the termination, the Regents stated: "Notwithstanding the notice of intent to terminate the lease and without waiving any right to terminate the lease and repossess the lease property one year from this date, representatives of the Board of Regents will be happy to meet with representatives of the City of Austin to work out a plan for the utilization by the City of the premises, in whole or in part, for a reasonable period of time after the formal termination of the lease, thereby permitting an orderly transfer of the golf activities from the lease property to a new site." At least during the first eleven months following the giving of the notice of termination, the Regents received no response from the City, and the City is still in possession of the property.

There are several other leases, easements, encroachments, and uses affecting the Brackenridge Tract that should be mentioned.

Since 1939 W. W. Bennett and his successor lessees (i. e., Twin Star Industries, J. H. Frost, Jr., and James A. Maines) have built and operated a boat dock facility on approximately one acre of land lying between Lake Austin Boulevard and Lake Austin at the foot of Enfield Road. The lease is presently held by James A. Maines dba Boat Town of Austin. The present lease is on a one-year basis, with a monthly rental of \$225, and with each party entitled to cancel the lease on 90 days notice. The Texas Union has made at least two attempts (in Spring, 1954, and Summer, 1969) to gain control of the boat docks and adapt the premises for student use as a Union Annex. However, at the time of the first attempt in 1954, the lease term had 5 more years to run, and in 1969 the Regents postponed a decision until yet another use study of the entire Brackenridge Tract could be made.

By instrument dated May 24, 1941, the Board of Regents granted to the City of Austin, without cost to the City, a 20-year right-of-way easement in and to a 1-1/3 acre triangular-shaped tract of land bounded on the northeast by Lake Austin Boulevard, on the south by the continuation of the south line of a tract of land acquired by the City from Colonel Brackenridge, and on the northwest by the east line of the same tract of City land. The apex of the triangle is at the north, and Red Bud Trail runs through the south part of the easement parallel to the easement's south boundary. The stated purpose of the easement was to permit public access from Lake Austin Boulevard to the City-owned tract of land lying between the easement and the Colorado River and to a tract of land lying between the easement and the river that was being used by the Lower Colorado River Authority. It was agreed in the easement document that no structures would be placed on the easement land and that possession of the premises would be delivered to the Regents upon the expiration of the term of the easement. It appears that the easement expired by its own terms on May 24, 1961, but casual visual inspection suggests that the University may not have regained possession of the land.

In 1946, as a result of the large number of married students who enrolled in the University following the conclusion of World War II, the University installed many dwelling units for married students on the Main Campus and in the Brackenridge Tract area between Lake Austin Boulevard and the Colorado River west of Deep Eddy and southeast of Red Bud Trail. Other such dwelling units were located in the Brackenridge Tract area on the north side of Lake Austin Boulevard west of Hearn Street and east of Exposition Boulevard. These structures were formerly wooden bachelor officers quarters and were provided to the University

under Veterans' Housing Project Tex-V-41761. Today the dwelling units in the Brackenridge Tract area are fully occupied, and they are still in great demand because of their low rental cost.

On February 27, 1948, the Board of Regents agreed to furnish at no cost to the City a right-of-way across Brackenridge Tract land for the construction of a low-water bridge about 900 feet downstream from the Tom Miller Dam, together with the approaches to the bridge, which bridge and its approaches now form a part of Red Bud Trail.

By instrument dated March 25, 1950, the Board of Regents entered into two agreements with the City of Austin, both without cost to the City. First, the Regents created a public easement 50 feet wide extending from Lake Austin Boulevard to Lake Austin immediately south of the Boat Town of Austin lease. In pertinent part, the City agreed to construct on Lake Austin at the west end of the easement a municipal pier or dock that would be "maintained by the City and would be made available for use by all licensed boat operators on Lake Austin without charge." The City further agreed to maintain and care for the easement property and to assume all responsibility and liability for its use. Finally, the City agreed that it would not permit any buildings to be built on the property and would permit no vehicular parking thereon. On August 7, 1972, the Board of Regents, acting by and through its chairman, gave the City written notice that the easement would terminate 90 days from that date. In connection with the termination, the Regents stated that "Inasmuch as it appears that the easement was granted without consideration, that the purpose for which the easement was granted has been substantially abandoned, and that one or more of the conditions upon which the easement was granted have not been fulfilled, (the easement will terminate)." Thus far, the Regents have received no response from the City, and the City is still in apparent possession of the property.

The second agreement in the instrument was that the Board of Regents leased to the City of Austin "for park and recreational purposes" a tract of land bounded on the north by the 50-foot easement described above, on the west by Lake Austin, on the south by the property occupied by the Lower Colorado River Authority, and on the east by Lake Austin Boulevard. In pertinent part, the City agreed to maintain and care for the lease property and to assume all responsibility and liability for its use. The City further agreed that no building would be erected and no vehicular traffic or parking would be allowed on the lease property. Finally, the City agreed that the lease could be terminated by either party upon 90 days written notice. On August 7, 1972, the Board of Regents, acting by and through its chairman, gave the City written notice that the lease would be cancelled 90 days from that date. However, in connection with the cancellation, the Regents stated that "Notwithstanding the notice of intent to terminate the lease and without waiving any right to terminate the lease and repossess the lease property ninety days from this date, representatives of the Board of Regents will be happy to meet with representatives of the City to work out a plan for the utilization by the City of the premises, in whole or in part, for a reasonable period of time after the formal termination of the lease, thereby permitting an orderly transfer of the City's activities from the lease property to a new site." Thus far, the Regents have received no response from the City, and the City is still in apparent possession of the property.

On December 7, 1951, the Board of Regents agreed to furnish, at no cost to the City, a 66 foot right-of-way for the construction of Exposition Boulevard from Enfield Road to Lake Austin Boulevard.

On October 4, 1952, the Board of Regents reaffirmed its prior policy of not selling any portion of the Brackenridge Tract, but the U. T. Austin Business Manager was instructed to undertake a study of "the long-range development and utilization of the Tract for commercial, residential, or other use," giving "first consideration to the possibility of commercial development, such as a community center, at or near the intersection of Lake Austin Boulevard and the proposed extension of Exposition Boulevard."

On May 29, 1953, the Board of Regents agreed to furnish to the Lower Colorado River Authority, at no cost to the L. C. R. A., the use of a 4.4 acre tract of land on the south side of Enfield Road about one block west of Lake Austin Boulevard, for the purpose of storing poles, wire, cables and other electrical equipment. The L. C. R. A. agreed to clear the site of brush and weeds, leaving all large trees, to build a cyclone fence around the area used for storage, to keep the premises in neat condition, to assume all liability in connection with its use of the tract, and to surrender the land upon the University's request. The area occupied by the 4.4 acre tract was never a part of the golf course but is included in the City's lease. After refusing in 1941 to permit the Austin Junior Chamber of Commerce to construct a baseball park at the southeast corner of the intersection of Enfield Road and Lake Austin Boulevard under a 45-year lease, on March 16, 1959, the University agreed, with the joinder of the L. C. R. A., to permit the West Austin Optimist Club to build a Little League baseball park on a portion of the 4.4 acre tract, with the agreement of the Optimist Club that it would cut no trees, it would assume full liability for its activities on the premises, and it would surrender the premises and remove all of its improvements on receipt of 30 days written notice from the University. In 1968 or 1969, the University

informally requested the L. C. R. A. to terminate its use of the 4.4 acre tract for storage, and at the present time practically all of the L. C. R. A. equipment has been removed although the cyclone fence and some of the structures are still in place. No notice of termination has been given to the Optimist Club and the Little League baseball park is still in full operation.

On June 1, 1956, the Board of Regents adopted the following policies with respect to the Brackenridge Tract:

1. Frequent lease proposals and inquiries are received, mostly relating to property at or near the intersection of Lake Austin Boulevard and Exposition Boulevard, but until further notice, the Board will not consider any lease proposal for a term longer than 10 years plus two consecutive 5-year renewal options.
2. With respect to the 75 lots rented for residence purposes on that portion of the Brackenridge Tract situated between Lake Austin Boulevard and the Colorado River and lying south of Tom Miller Dam, "it is not thought that the total rental of \$9,600 annually is commensurate with the (attendant) problems of sanitation, fire hazard, and management." Therefore, the 75 leases are to be renewed only until August 31, 1957, at which time all will be terminated with no further renewal and with all improvements removed. Legal proceedings will be initiated where necessary to accomplish the purpose.
3. Due to the trust nature of the Brackenridge Tract, the areas used for student housing and Main University purposes will be under the administrative supervision of the U. T. Austin Business Officer (now the Vice-President for Business Affairs) and the rest of the Tract will be under the administrative supervision of the Endowment Officer (now the Associate Deputy Chancellor for Investments, Trusts and Lands).

On December 2, 1961, the Board of Regents acted on two requests of the City of Austin. First, in connection with the City's desire to dredge the bed of the Colorado River from the Town Lake dam to the low water bridge on Red Bud Trail, for both aesthetic and flood control reasons the City wished to widen and deepen the river channel in the area of the Brackenridge Tract to an average width of 500 feet and an average depth of 17 feet. In order to accomplish that, approximately 4,600 linear feet of the east bank of the river in the Brackenridge Tract area would have

to be dredged out or cut back to a depth of 17 feet, or to rock or clay, ranging from 0 feet to 130 feet from water's edge. Most of the ground to be removed was low river bottom. The University was to be paid ten cents per yard royalty on all material removed, or, in lieu of royalty, the University might be able to arrange for the stockpiling of some of the better dirt for its own use. As outlined above, the Board approved the City's first recommendation, but it has not been determined as to how much of that dredging work has thus far been accomplished.

Second, the City recommended that the Board of Regents give the City, without cost to the City, a right-of-way easement with which to extend Stratford Drive from Rollingwood to Red Bud Trail over and across the portion of the Brackenridge Tract lying west of the Colorado River. The City was not financially able to construct the roadway immediately, but needed the right-of-way immediately in order to lay a new 24-inch water line to replace the water line that crossed the Colorado near Deep Eddy but that would have to be removed to permit the above described dredging of the river bed. Since the City was not prepared to build the roadway immediately, the Board agreed to give the City a 15-foot wide easement for the water line, provided that the City pay the University for the easement on the same basis it paid other landowners, and provided that the City agree to relocate or modify the water line later if the Board later decided that the original location interfered with the future development of the property.

Finally, on December 2, 1961, as it had so often done since 1910, the Board asked for a staff study of the golf course lease, the relations between the City and the Board with respect to the Brackenridge Tract, and the possible future use of the Brackenridge Tract.

Apparently, the City took no action with respect to the installation of the above mentioned water line in 1961 or 1962, because on June 16, 1966,

the Board of Regents was again requested by the City to grant the street and water line easements originally requested in 1961. The Board deferred action on the request until the engineering firm of Bryant-Curlington, Inc., of Austin, could study the request to see if the granting of the request would unduly interfere with the future subdividing and development of the land on the west side of the river. Upon receipt of the engineer's report, the Board of Regents on January 24, 1968, granted the City street and water line easements, in the route recommended by the engineers, with which to extend Stratford Drive from Rollingwood to Red Bud Trail, and that public street and water line have since been installed. On April 29, 1972, the Board of Regents gave the City permission to install an electric power line in the Stratford Drive easement, provided that the City would abandon and remove its existing line crossing the middle of the tract to the west (for which no easement existed), provided that if Stratford Drive is ever relocated, the utility lines will be relocated to conform thereto, and provided that the City would be asked to install the electric power lines underground. The electric power line has been installed, but not underground.

On June 29, 1962, the Departments of Botany, Biology and Microbiology at U. T. Austin asked the Board of Regents to set aside for 10 years approximately 80 acres of the Brackenridge Tract lying between Lake Austin Boulevard and the Colorado River and between the Brackenridge Apartments and the site of the Colorado Apartments, for use as a Biological Sciences Experimental Field Laboratory to supplement teaching and research in those several departments. It was represented that the National Science Foundation would furnish all of the cost of the facilities (i. e., buildings, tanks, wells, fences, etc.), which cost was estimated at \$456,000. The Regents approved the project subject to

N. S. F. funding. On September 27, 1963, it was reported to the Regents that the N. S. F. grant had been approved but in the reduced amount of \$258,000 and that it was contingent upon the University providing \$92,000 for buildings and upon the period of dedication of the 80 acres for laboratory purposes being increased from 10 to 20 years. By eliminating Microbiology and reducing the programs for the other departments, the project was brought within the reduced funding, and the Regents approved the modified project. Contracts were let for the security fencing on April 25, 1964, and for the balance of the project on October 7, 1965. The project has now been in operation for several years.

During 1961 and 1962 it was realized by the Board of Regents and the University administration that there would be a tremendous increase in the number of students that would have to be accommodated at U. T. Austin during the latter half of the 1960's, because the students were already enrolled in the first 12 grades of public school where their numbers could actually be counted. It was also realized that the private colleges could not accommodate any significant increase and that because U. T. Austin had the benefit of 2/3's of the Permanent University Fund, it had an obligation to take care of more than its share of the high school graduates who would apply for admission to the state colleges and universities. As it turned out, the enrollment at U. T. Austin grew from 24,001 students in 1964 to 39,089 in 1970, a 63% increase in 6 years. (That increase alone is twice as many students as Yale University has enrolled after 250 years.)

With this problem of unprecedented enrollment growth in mind, Dr. L. D. Haskew, then a Vice Chancellor of the University, was asked to utilize all available resources in considering the increased land and physical plant needs that would be required and to suggest possible solutions. Specifically, he was asked to consider the use, if any, that could be made of the Brackenridge Tract in reaching a solution.

After Dr. Haskew's findings and conclusions were received and considered by the Board of Regents, and after the then Chancellor H. H. Ransom's views were solicited and received, it was concluded, among other things, that because of the considerable distance and the lack of rapid access between the "forty-acres" campus and the Brackenridge Tract, it would not be feasible to erect on the Brackenridge Tract any academic buildings that would be regularly used by sizeable numbers of students and faculty. The idea of putting "resident colleges" on the Brackenridge Tract was rejected both because of academic considerations and because of the unreasonable cost of duplicating support facilities and physical plant facilities. Therefore, it was concluded that the best way to use the Brackenridge Tract to "advance and promote University education" would be to use that Tract for low-cost student housing, for athletic and recreational grounds, for research, support, and non-academic facilities that would not be used regularly for academic purposes by sizeable numbers of students and faculty, and for such other Main University activities as would develop in time. However, as a result of that review it was discovered that because of long-term leases to third parties, many of the most desirable portions of the Brackenridge Tract would be unavailable for University use for many years. It was also discovered that because of title questions raised by the existence of the reversionary interest in favor of the free public schools in Jackson County and by use of the term "permanent university fund" in the Brackenridge deed, it would be virtually impossible to issue bonds with which to build low-cost student housing and other needed physical facilities on the Brackenridge Tract. Therefore, while some steps were taken toward a solution of the problem prior to that time, the meeting of the Board of Regents on December 1, 1963, was a truly momentous meeting with respect to the Brackenridge Tract because

at that meeting the Regents formally concluded that since Colonel Brackenridge's dream of moving the main campus to the Brackenridge Tract could not be achieved, the best way "to advance and promote education for the benefit of The University of Texas" was to eliminate the reversionary interest held by the public free schools of Jackson County, to eliminate the contention that the Brackenridge Tract was part of the Permanent University Fund, and to establish fee simple title to the Tract in the Board of Regents so that the Board could freely manage it in the best interest of the University, and the Board of Regents did so resolve. It was also informally agreed that all necessary steps should be taken to cancel all leases to third parties and thereby restore day-to-day control of all of the Brackenridge Tract to the Board of Regents.

At that meeting the Regents also resolved that "the Brackenridge Tract be reserved and set apart for University needs in its building program and for projects connected with the University, and that said tract be used exclusively for the orderly development of The University of Texas (at Austin)."

To assist it in dealing with the legal problems involved, the Board of Regents, in January of 1963, employed the Austin law firm of Clark, Thomas, Harris, Denius and Winters. An extensive and thorough legal memorandum filed by that firm with the Board of Regents in September of 1963 formed the basis of the aforesaid actions taken by the Board on December 1 of that year.

The most immediate Brackenridge Tract problem then facing the Board of Regents was the issuance of a \$1,800,000 bond issue, with the proceeds of which it was intended to finance the construction of 200 units

of low-cost married student housing (now referred to as the "Colorado Apartments") on the land lying between Lake Austin Boulevard and the Colorado River just west of Deep Eddy (HHFA Project CH-TEX-121(D) Brackenridge Tract).

To eliminate the legal problems that were impeding the issuance of the revenue bonds, the Texas Attorney General, Waggoner Carr, and the University's special attorneys, Clark, Thomas, Harris, Denius and Winters, filed Cause No. 136, 137, in the 126th District Court of Travis County, Texas, styled "The Board of Regents of The University of Texas vs. All Persons Interested In Or Affected By The Issuance of The Securities Described in Plaintiff's Original Petition." On April 30, 1964, a Judgment was entered in that case declaring, in pertinent part, that "the Brackenridge Tract is not, and never has been, and was never intended to be, a part of the Permanent University Fund," and that the Board of Regents had authority to issue the \$1,800,000 Student Housing Revenue Bond issue. That cleared the way for the sale of the bonds, and the first of the 3 goals established by the Regents on December 1, 1963, was accomplished - there was a final judicial determination that the Brackenridge Tract was not a part of the Permanent University Fund.

Parenthetically, it is interesting to note that the minutes of the Regents' meeting of May 23, 1964, reflect that the Regents "voted to place on the agenda of the June meeting an item calling for a discussion of the subject of the development of the entire Brackenridge Tract. Regent (Ruth Carter) Johnson is working on a master plan."

When the \$1,800,000 Student Housing Revenue Bond Issue was sold, the bonds contained a covenant that read, in part, as follows:

"It is additionally covenanted and agreed by the Board of Regents, on its own behalf, and behalf of the University, and the State of Texas, that, while any Bonds or Additional Bonds are outstanding, no part of the Brackenridge Tract will ever be sold, conveyed, or disposed of in any manner so as to cause or permit any remainder or other interest in title to the Brackenridge Tract to vest in or accrue to Jackson County, Texas, or to revert to any other entity."

In the recent past, some people have been misled by that covenant, because subsequent events soon made it moot and of no effect whatever.

In 1965, at the behest of the University, the 59th Texas Legislature passed Senate Bill 428 (Chapter 330, page 691, Acts 59th Legislature, Regular Session) which provides in pertinent part as follows:

"The Board of Regents of The University of Texas is hereby authorized to acquire by purchase or otherwise, at private or public sale, any and all of the interests held beneficially or any other interest, executory or otherwise, owned, held, or claimed other than by the Board of Regents of The University of Texas, in and to those certain tracts or parcels of land situated in Travis County, Texas, described (as the Brackenridge Tract). The title to the said interests in the land acquired hereunder shall be owned in the name of the Board of Regents of The University of Texas, and all the right, title and interest in and to the said (Brackenridge Tract) is hereby vested in fee simple in the Board of Regents of The University of Texas The Board of Regents of The University of Texas is hereby invested with the power of eminent domain to acquire for the use of The University of Texas any and all of the above-described interests in and to the 'Brackenridge Tract' in Austin, Texas. . . ." The Act became effective on June 9, 1965.

On October 1, 1966, the Board of Regents reflect that "Negotiations between Regent W. H. Bauer (representing the Board of Regents) and the County Commissioners of Jackson County, Texas, have resulted in a proposed agreement whereby the Commissioners' Court of Jackson County will convey its executory interest for a total consideration of \$50,000. In order to expedite the conveyance, the following actions were unanimously ordered:

"1. The sum of \$50,000 be appropriated from the University Available Fund Unappropriated Balance for the purchase of the executory interest of Jackson County, Texas.

2. As soon as a deed has been obtained and placed of record the Attorney General of Texas be requested to institute appropriate legal action to obtain a judicial determination that fee simple title is vested in the Board of Regents of The University of Texas subject to outstanding leases and easements. "

A deed conveying the executory interest of Jackson County to the Board of Regents was executed by the Jackson County Commissioners' Court on December 27, 1966. . Thereafter, on October 11, 1967, in Cause No. 159, 947, in the 126th District Court of Travis County, Texas, styled "Board of Regents of The University of Texas vs. County Commissioners of Jackson County, Texas, et al" a Judgment was entered declaring:

"(1) That the Board of Regents holds fee simple title to the Brackenridge Tract subject to any and all leases, easements and rights of way of record, and

(2) That the contingent future interest held by Jackson County for the public free schools of the county is vested in the Board of Regents. "

Thus, the second and third goals established by the Regents on December 1, 1963, were accomplished - the outstanding contingent interest was eliminated and fee simple title to the Brackenridge Tract was vested in the Board of Regents. The fourth and final goal will be accomplished when all of the present leases to third parties have been terminated and day-to-day control of all of the Brackenridge Tract has been restored to the Board of Regents.

Thereafter, in 1967 the 60th Texas Legislature passed Senate Bill 211 (Chapter 155, page 332, Acts 60th Legislature, Regular Session) which provides in pertinent part as follows:

"The Board of Regents of The University of Texas is hereby authorized to sell any part or all of that certain property owned and held by the Board of Regents of The University of Texas located in Travis County, Texas, and more particularly described (as the Brackenridge Tract). All sales shall be made at public auction or by sealed bids and under such rules and regulations governing such sales as may be promulgated by the said Board, with the right of the Board to reject any and all bids. The Board of Regents is also authorized to lease said land upon such terms and conditions as it deems warranted. Any and all proceeds received from the sale of the 'Brackenridge

Tract' . . . shall be used and the same applied to the purchase of lands acquired for campus expansion near or adjacent to The University of Texas campus at Austin." The Act became effective on May 12, 1967.

Therefore, since May 12, 1967, subject to the other provisions of the Act, the Board of Regents has been authorized to sell or lease all or any part of the Brackenridge Tract without risk of endangering its title either to the property so sold or leased or to the remainder of the Tract, but thus far none of the Brackenridge Tract has ever been sold, and no recommendation for any such sale has ever been before the Board of Regents.

On October 23, 1964, the Board of Regents instructed the U. T. Administration to make a survey of land adjacent to or near the main campus with a view toward asking the Legislature for authority to acquire it as expansion land for that campus. This was the logical course to follow in view of the expected dramatic increase in enrollment and in view of the Board's conclusion that academic facilities requiring day-to-day use by sizeable numbers of faculty and students could not feasibly be placed on either the Brackenridge Tract or the Balcones Research site. Thanks to the invaluable assistance of President Lyndon B. Johnson, U. T. Austin's expansion needs were met by its participation in the University East and Brackenridge Urban Renewal Programs, but without that massive Federal financial assistance, no such expansion program would have been within the financial ability of the University. Thus, the third major segment of the Main University campus was added. (The first was the original forty-acre tract that was made available by the State in 1881. The second was the 135-acre addition provided by the Legislature in 1921 after it refused to move the main campus to the Brackenridge Tract.)

In 1967 the 60th Texas Legislature enacted House Bill 287 (Chapter 73, page 140, Acts 60th Legislature, 1967, Regular Session) which became effective on April 21, 1967, and which, with minor exceptions, (including the exclusion of the University Methodist Church, the All Saints Episcopal Church, and the Canterbury Student Center), authorized

the Board of Regents to acquire all of the property within the following boundaries:

Beginning at the northeast corner of the intersection of Guadalupe and 21st streets; north with the east line of Guadalupe Street to the south line of 27th Street; east with the south line of 27th Street to the west line of San Jacinto Boulevard; south-east with the west line of San Jacinto Boulevard to the south line of 26th Street; east with the south line of 26th Street to the west line of Swisher Street; south with the west line of Swisher Street to the south line of Manor Road; east with the south line of Manor Road to the west line of Comal Street; south with the west line of Comal Street to the north line of 19th Street; west with the north line of 19th Street to the west line of I. H. 35; south with the west line of I. H. 35 to the north line of 15th Street; west with the north line of 15th Street to the east line of Trinity Street; north with the east line of Trinity Street to the north line of 19th Street; west with the north line of 19th Street to the east line of the alley between University Avenue and Wichita Street; north with the east line of said alley to the north line of 21st Street; west with the north line of 21st Street to the place of beginning.

With the exception of the acquisition of the Lemuel Scarbrough property at the corner of Whitis and 27th Streets, the Board of Regents either has acquired or is in the final stages of acquiring all of the land included in the above described boundaries authorized by the Legislature. This expansion program has added about 152 acres of land to the Main Campus in the past 6 years, leaving the Main Campus with a total area of approximately 398.58 acres.

On May 21, 1965, the Board of Regents authorized the construction on the Brackenridge Tract, between the Biological Sciences Experimental Field Laboratory and the Brackenridge Apartments, a warehouse for the U. T. Austin Housing and Food Service, a storage and shop building for the married student housing on the Brackenridge Tract, and a fenced area for outside storage and a motor pool. This facility has been erected and has been in service for a number of years.

On July 16, 1965, the Board of Regents instructed its Consulting Architects to study the feasibility of moving some or all of certain intercollegiate athletic facilities (i. e. , Memorial Stadium, Penick Courts, Clark Field, and Freshman Field) from the main campus to either the Brackenridge Tract or the Balcones Research Center. As the then Chairman of the Board pointed out, the increasing enrollment placed an even greater premium on sites for academic buildings that were within a 10-minutes walking distance of the Main Building, because that is the time interval within which the students must move from class to class. The intercollegiate athletic facilities mentioned above occupied about 32 acres of land that are within 10-minutes walking distance of the Main Building. However, the Consulting Architects concluded that it was not economically feasible to move Memorial Stadium, that Freshman Field was needed in its present location to serve as a practice field for intercollegiate football and baseball and as a recreational area for the surrounding dormitories, and that Penick Courts did not occupy enough ground to justify their removal. It was also recommended that the intercollegiate baseball field not be moved by itself away from the main campus area, so it was decided that the baseball field would be moved to the urban renewal area east of I. H. 35 on the northwest corner of the intersection of 19th and Comal Streets in order to make room for the construction of the Fine Arts Complex on the present Clark Field.

On April 19, 1968, the Board of Regents employed Metcalfe Engineering Company of Austin to survey the entire Brackenridge Tract, to mark adequately all boundaries, and to furnish complete maps of the property. That surveying work was completed in December, 1968, and in June, 1969, Metcalfe furnished the maps and a detailed list of the boundary conflicts,

encroachments, easement and right-of-way discrepancies, and other problems revealed by the survey. All of the boundary conflicts have been resolved since that time.

On May 2, 1969, the Austin Independent School District notified the Board of Regents of its interest in acquiring about 40 acres of the Brackenridge Tract as a site for a new high school in West Austin. Just prior to that, the Lower Colorado River Authority notified the Board of Regents of its desire to acquire the 1.28 acre tract lying between Lake Austin Boulevard and Lake Austin on the east and west and between the Boat Town lease and the present L.C.R.A. headquarters on the north and south. (This is the same land that was in the City's lease and easement that were terminated by the Board of Regents 90 days after August 7, 1972.) The L.C.R.A. needs the land for expansion of its headquarters building and, in exchange for the Brackenridge Tract, desires to give the University some land on Lake Travis which the L.C.R.A. owns and which the University has been using for years, at no cost to the University, as a field laboratory for sonar research, plus some surrounding L.C.R.A. land that could be used for recreational purposes by U. T. Austin students, faculty, and staff.

Therefore, on May 2, 1969, the Board of Regents appointed a Special Committee, consisting of Regents Peace (Chairman), Ikard, Josey, Garrett and Williams, to study and recommend proposed uses of the Brackenridge Tract, with special recommendations concerning the above mentioned requests of the Austin Independent School District and the L.C.R.A. On March 6, 1970, upon recommendation of the Special Committee, the Board of Regents employed Marvin Springer and Associates, of Dallas, to make evaluations and studies concerning the range of uses

and development potential of the Brackenridge Tract. A written report was made by Springer more than a year ago, but, upon instructions of the Chairman of the Special Committee, copies of the report were not delivered to the Regents, the report has never been considered by the Regents, and the Special Committee (3 of whose 5 members are no longer on the Board of Regents) never made a report. The Austin Independent School District has since acquired another site for the high school, but the L. C. R. A. is still actively desirous of completing the exchange of properties described above.

It was not originally intended that this review of the history of the Brackenridge Tract would be either this detailed or this lengthy. However, no document could be found wherein all of the significant actions of the Board of Regents with respect to the Brackenridge Tract had been reported or catalogued. It is hoped that this review will be of assistance in the future management of that valuable endowment.

Respectfully submitted,

Frank C. Erwin, Jr.

Leases of Brackenridge Tract

Tenant	Description of Property	Date of Lease	Current Lease Term Expiration Date	Remaining Extension Rights	Annual Rental Income FY 2007
7-Eleven, Inc.	2624 Lake Austin Blvd. .558 AC, G.W. Spear League #7, Recorded Plan #R2056-8/77	4/26/83	6/30/2013	None	\$31,200
City of Austin	2901 Enfield Rd. 141.38 AC, D.J. Gilbert Survey #8	10/1/87, amended 5/25/89	5/24/2019	Three 5-year extensions, unless cancelled by landlord or tenant	\$345,600
CVS Pharmacy, Inc.	2610 Lake Austin Blvd. 1.936 AC, G.W. Spear League #7, Recorded Plan #R2056-8/77	11/10/95	5/31/2026	Two 5-year extensions at tenant's option	(Initial term of lease fully prepaid in 1995: \$600,000)
Gables NW Texas LP	2530 Lake Austin Blvd. 12 AC, G.W. Spear League #7, Recorded Plan #R2056-8/77	2/10/94, amended 10/9/94 and 12/9/94	1/28/2044	None	(Lease fully prepaid in 1994: \$2,300,000)
Heidi's German Bakery, Pastry Shop, Etc., Inc.	2504 Lake Austin Blvd. .154 AC, G.W. Spear League, 64 x 109, Block 7	7/1/91	6/30/2011	None	\$27,946.79
Lower Colorado River Authority	Corner of Lake Austin Blvd. and Enfield Rd. 13.208 AC, D.J. Gilbert Survey #8 S/D recorded in Vol. 137, Pg. 377	10/29/90, amended 11/5/92 and 11/1/93	4/11/2051	One 3 to 6 year extension, at tenant's option and subject to long term expansion plans of landlord	(Lease fully prepaid in 1991: \$3,586,529, plus lease to UT of 49.5 acres on Lake Travis for research purposes)
Oyster Boat Town Landing, Ltd.	3825 Lake Austin Blvd. 2.582 AC, D. J. Gilbert Survey #8	4/10/92, amended 10/20/92, 12/17/92, 11/1/93, 7/1/95, and 7/1/03	12/17/2022	One 10-year extension at tenant's option	\$345,890.94
Safeway, Inc.	715 Exposition (Randall's) Safeway Addition #10, Plat 75, Page 16, G.W. Spear League #7, Recorded Plan R2056-8/77, 2.64 AC	3/28/77	4/30/2016	None	\$200,989.99
West Austin Youth Association	1314 Exposition 14.56 AC, D. J. Gilbert Survey #8	1/1/88, amended 4/29/90	5/24/2019	Three 5-year extensions, unless cancelled by landlord or tenant	None

Prepared by: The University of Texas System Real Estate Office
Date: 10/11/2007

INDIVIDUALS ADDRESSING THE TASK FORCE AT MEETINGS

Yongqiang An	Shannon Hedtke <i>Graduate Student, College of Natural Sciences</i>	William C. Powers, Jr. <i>President, U. T. Austin</i>
Mary Arnold <i>West Austin resident</i>	David Hillis	Mary Ann Rankin <i>Dean of Natural Sciences, U. T. Austin</i>
Sharon Avital	Cliff Holubec	Peter Raven <i>President, Missouri Botanical Gardens</i>
Aaron Barker	Courtney Houston <i>Executive Director, WAYA</i>	Gualda Ricardo
Alicia Barker	Randy Howry <i>President, WAYA</i>	Alfred W. Roark <i>Centennial Professor in Natural Sciences, Integrative Biology, College of Natural Sciences</i>
Pamela Bona	James Hudson	Michael Roemer
Louis Bratton	Bob Jansen <i>Chair, Section of Integrative Biology</i>	Daniel Ryan <i>Chair, Tenant Advisory Board</i>
Harold Brumley	Gwen Jewiss <i>President, West Austin Neighborhood Group</i>	Mike Ryan <i>Clark Hubbs Regents Professor in Zoology, Integrative Biology, College of Natural Sciences</i>
Erin Burton	William Johnson	Kurt Sauer
Rebecca Catellanos	Sammie Joseph <i>Chair Emeritus, WAYA</i>	Molly Scarborough <i>West Austin resident</i>
Chia Chi Chiang	Amanda Kenney <i>Graduate Student, College of Natural Sciences</i>	Craig Spots <i>Austin Golf Association Board of Directors</i>
Lauren Colangelo <i>Undergraduate Student, College of Natural Sciences</i>	Amy Kinkade <i>Mathews Elementary Principal</i>	Chuck Stokes
Betty Dunkerley <i>Mayor Pro Tem, Austin City Council</i>	Kelly Kocurek <i>President-elect, WAYA</i>	Warren Struss <i>City of Austin Director of Parks and Recreation Department</i>
Sarah Dwelly	Kwangin Lee	Okhtay Taghizadeh
Anne Wynne Ellis	Sarah Madera <i>West Austin resident</i>	Dan Tecuci
Maria Esteva <i>Graduate Student, Resident of Student Housing</i>	General Marshall <i>Golf Coach at Huston-Tillotson College</i>	Ed Theriot <i>Director, Texas Natural Science Center, U. T. Austin</i>
Lynda Faught	John Matthews <i>Graduate Student, College of Natural Sciences</i>	Simran Tiwana
Amy Forestell <i>President, Graduate Student Assembly</i>	Marie Medina <i>Undergraduate Student, College of Natural Sciences</i>	Blake Tollet <i>West Austin resident</i>
Toby Futrell <i>Austin City Manager</i>	Lloyd Morrison <i>Head Golf Pro at Lions Municipal Golf Course</i>	Marcus Torres
Dan Garrison <i>Founder, Town Lake Trail Foundation Board of Directors</i>	Assem Nasr	Erin Watson
Larry Gilbert <i>Professor, Integrative Biology, Director, Brackenridge Field Laboratory, College of Natural Sciences</i>	Carlos Oliveira	Wim Wiewel <i>co-author, The University as Urban Developer</i>
Ana Gonzalez	David Perry <i>co-author, The University as Urban Developer</i>	James Wilson <i>Campus Director of Real Estate, U. T. Austin</i>
Juan C. Gonzalez <i>Vice President for Student Affairs, U. T. Austin</i>	Randall Porter <i>Associate Director, Division of Housing and Food Service, U. T. Austin</i>	Delano Womack
August Harris <i>West Austin Neighborhood Group President-elect</i>		Hyrum Wright