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Board of Regents  
held in Nacogdoches, Texas  
VOLUME NO. 27  
February 7, 1975

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MINUTES OF THE MEETING
BOARD OF REGENTS
STEPHEN F. AUSTIN STATE UNIVERSITY
HELD IN NACOGDOCHES, TEXAS

February 7, 1975

The meeting was called to order by Walter C. Todd, Chairman of the Board of Regents, at 11:00 a.m. February 7, 1975.

PRESENT:

Members: Walter C. Todd of Dallas
Ernest Powers of Carthage
James I. Perkins of Rusk
Joe Bob Golden of Jasper
Mrs. Peggy Wedgeworth Wright of Nacogdoches

ABSENT: Robert C. Gray of Austin
Homer Bryce of Henderson
Mrs. George Cullum, Jr. of Dallas
Glenn Justice of Dallas

PRESENT: C. G. Haas, Secretary of the Board
Dr. R. W. Steen, President of the University
Upon motion of Regent Perkins, seconded by Regent Powers, with all members voting aye, it was ordered that the bid of 4.45% plus 27.44 in premium from the First National Bank of Dallas, Texas, on the BOARD OF REGENTS, STEPHEN F. AUSTIN STATE UNIVERSITY, STATE SUBORDINATE AD VALOREM TAX BONDS, SERIES 1975, of $1,715,000 be accepted; that the Bond Resolution and appropriate documents prepared by Messrs. McCall, Parkhurst & Horton be approved; and that the Chairman of the Board be authorized to sign the documents.
THE STATE OF TEXAS

COUNTY OF NACOGDOCHES

We, the undersigned, Chairman of the Board of Regents and Secretary of the Board of Regents at Stephen F. Austin State University do hereby certify as follows:

1. That this certificate is for the benefit of the Attorney General of the State of Texas and the purchasers and subsequent holders of the Universities of the State of Texas State Subordinate Ad Valorem Tax Bond, Series 1975 - Stephen F. Austin State University, issued in the principal amount of $1,715,000 and dated March 1, 1975.

2. That all bonds and notes issued by the Board of Regents of said University payable from the tax levied by Section 17 of Article VII of the Constitution as adopted in 1947, as amended in 1956, or as amended in 1965, have been paid and are no longer outstanding, except with respect to the following issues of bonds:

Universities of the State of Texas State Ad Valorem Tax Bonds, Series 1972, dated May 1, 1972;

Universities of the State of Texas State Ad Valorem Tax Bonds, Series 1972-A, dated July 1, 1972;

Board of Regents of Stephen F. Austin State University State Ad Valorem Tax Bonds, Series 1974, dated March 1, 1974; and


EXECUTED this 7th day of February, 1975.

/s/ Walter C. Todd
Chairman, Board of Regents
Stephen F. Austin State University

ATTEST:

/s/ C. G. Haas
Secretary, Board of Regents
Stephen F. Austin State University

(SEAL)
CERTIFICATE FOR
RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS

THE STATE OF TEXAS
COUNTY OF NACOGDOCHES
STEPHEN F. AUSTIN STATE UNIVERSITY

We, the undersigned officers of the Board of Regents of Stephen F. Austin State University, hereby certify as follows:

1. The Board of Regents of said University convened in SPECIAL MEETING ON THE 7TH DAY OF FEBRUARY, 1975, at the Regents Conference Board Room, Nacogdoches, Texas, and the roll was called of the duly constituted officers and members of said Board, to-wit:

Walter C. Todd, Chairman
Robert C. Gray, Vice Chairman
James I. Perkins
Mrs. Peggy Wedgeworth Wright
Homer Bryce

and all of said persons were present, except the following absentees:
Robert C. Gray; Homer Bryce; Glenn Justice; and Mrs. George Cullum, Jr., thus constituting a quorum. Whereupon, among other business, the following was transacted at said Meeting: a written
RESOLUTION AUTHORIZING THE ISSUANCE OF UNIVERSITIES OF THE STATE OF TEXAS STATE SUBORDINATE AD VALOREM TAX BONDS, SERIES 1975 - STEPHEN F. AUSTIN STATE UNIVERSITY was duly introduced for the consideration of said Board and read in full. It was then duly moved and seconded that said Resolution be adopted; and, after due discussion, said motion, carrying with it the adoption of said Resolution, prevailed and carried by the following vote:

AYES: All members of said Board shown present above voted "Aye."

NOES: None.

2. That a true, full, and correct copy of the aforesaid Resolution adopted at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that said Resolution has been duly recorded in said Board's minutes of said Meeting; that the above and foregoing paragraph is a true, full, and correct excerpt from said Board's minutes of said Meeting pertaining to the adoption of said Resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified, and acting officers and members of said Board as indicated therein; that each of the officers and members of said Board was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the aforesaid Meeting; and that said Resolution would be introduced and considered for adoption at said Meeting, and each of said officers and members consented, in advance, to the holding of said Meeting for such purpose; and that said Meeting was open to the public, and public notice of the time, place, and purpose of said Meeting was given, all as required by Vernon's Ann. Civ. St. Article 6252-17, as amended.
SIGNED AND SEALED the 7th day of February, 1975.

/s/ C. G. Haas
Secretary

/s/ Walter C. Todd
Chairman

(SEAL)
RESOLUTION


WHEREAS, by adoption at the general election held in the State of Texas on November 2, 1965, Section 17 of Article VII of the Constitution of Texas was amended as a whole (hereinafter sometimes called the "Constitutional Provision"); and

WHEREAS, the Constitutional Provision is self-enacting and has continued an ad valorem tax on all of the taxable property in the State of Texas at an increased rate of Ten (10¢) Cents on the $100.00 valuation, and authorizes the proceeds of the tax to be pledged to pay the principal of and interest on the bonds issued pursuant thereto; and

WHEREAS, such tax levy became effective as of January 1, 1966, and will remain effective for taxes which have and will become due and payable in each year for a twelve year period beginning January 1, 1966, and for each successive ten year period thereafter; and

WHEREAS, the Constitutional Provision provides for an allocation of proceeds of such tax for the twelve year period commencing January 1, 1966, among the seventeen designated state supported institutions of
higher learning (hereinafter sometimes called "Eligible Institutions") and has authorized the governing board of each of the Eligible Institutions to pledge any part of the fund allocated to it to pay the principal of and interest on bonds; and

WHEREAS, the Constitutional Provision requires the Comptroller of Public Accounts of the State of Texas to make the allocation of the funds to the Eligible Institutions to be raised by such tax for the twelve year period beginning January 1, 1966, 85% of such funds to be allocated on June 1, 1966; and 15% to be allocated on June 1, 1972; and

WHEREAS, the Constitutional Provision requires that the Comptroller of Public Accounts of the State of Texas (the Comptroller) make the June 1, 1966 allocation (85%) based on the following determinations:

"(1) Ninety per cent (90%) of the funds allocated on June 1, 1966, shall be allocated to state institutions based on projected enrollment increases published by the Coordinating Board, Texas College and University System for fall 1966 to fall 1978;

"(2) Ten per cent (10%) of the funds allocated on June 1, 1966 shall be allocated to certain of the eligible state institutions based on the number of additional square feet needed in education and general facilities by such eligible state institution to meet the average square feet per full time equivalent student of all state senior institutions (currently numbering twenty-two);"
WHEREAS, the Constitutional Provision requires that the Comptroller make the June 1, 1972 allocation (15%) based on the following determinations:

"All of the funds allocated on June 1, 1972, shall be allocated to certain of the eligible state institutions based on determinations used in the June 1, 1966, allocations except that the allocation of fifty per cent (50%) of the funds allocated on June 1, 1972, shall be based on projected enrollment increases for fall 1972 to fall 1978, and fifty per cent (50%) of such funds allocated on June 1, 1972, shall be based on the need for additional square feet of educational and general facilities;"

and

WHEREAS, such determinations have been made by the Coordinating Board; and

WHEREAS, the Comptroller has made both the June 1, 1966, and June 1, 1972 allocations as required by the Constitutional Provision; and

WHEREAS, of the total funds thus allocated, Stephen F. Austin State University (herein defined and referred to as the "University") is to receive 4.48300% from the June 1, 1966 allocation, and 12.72203% from the June 1, 1972 allocation; and

WHEREAS, the assessed valuation of property in the State of Texas (less homestead exemptions) subject to such levy in accordance with the approved tax rolls, together with the Comptroller's official estimates of valuations for each year of the twelve year period, and the figures representing the allocations among the Eligible Institutions

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afford a basis for estimating the amount of money to be received by the University under such tax levy for each of the years of the said twelve year period; and

WHEREAS, the Board of Regents of Stephen F. Austin State University has heretofore issued its Universities of the State of Texas State Ad Valorem Tax Bonds, Series 1972 - Stephen F. Austin State University in the aggregate principal amount of $3,485,000, its Universities of the State of Texas State Ad Valorem Tax Bonds, Series 1972-A - Stephen F. Austin State University in the aggregate principal amount of $1,745,000 and its Board of Regents of Stephen F. Austin State University State Ad Valorem Tax Bonds, Series 1974, in the aggregate principal amount of $695,000 (herein collectively defined as the "Outstanding Bonds"); and

WHEREAS, it has been and is hereby determined to be to the best interest of the University that bonds be issued at this time which are payable from its allocated fund and which are subordinate in such payment to the Outstanding Bonds, and that action necessary for the issuance thereof be taken by this Board;

BE IT RESOLVED BY THE BOARD OF REGENTS OF STEPHEN F. AUSTIN UNIVERSITY:

1. **The Bonds** - That in order to provide funds for the purpose of acquiring, constructing and initially equipping buildings and other permanent improvements at Stephen F. Austin State University, bonds are hereby authorized to be issued known as "Universities of the State of Texas State Subordinate Ad Valorem Tax Bond (s)*, Series 1975 - Stephen F. Austin State University," in the aggregate principal amount of $1,715,000 (hereinafter referred to as the "Bonds").

2. **Interest Rate** - The Bonds shall bear interest at the rate

*Applicable to Bonds in denominations of $5,000.00.
of 4.45% per annum, payable September 1, 1978, subject to prior payment in accordance with provisions set forth in Section 3.

3. Form of Bonds - That the Bonds may be issued, as directed by the Presiding Officer, such direction to be evidenced by his signature thereon, in coupon form or registered as to both principal and interest, in either case, in the denomination of $5,000 each, numbered from one (1) upward or as a single bond in the denomination of the authorized principal amount, numbered R-I, if registered. All coupon Bonds and the coupons appertaining thereto shall pass by delivery, and payment thereof to bearer shall fully discharge the University in respect to the Bond or the interest therein mentioned. The Board shall keep or cause to be kept at the Bank of Payment books for the registration and transfer of Bonds entitled to registration and transfer. The Board hereby appoints as its registrar and transfer agent to keep such books and make such registrations and transfers under such reasonable regulations as the University or the Bank of Payment may prescribe; and the Bank of Payment will register or transfer or cause to be registered or transferred therein, as hereinabove provided, any Bonds entitled to be so registered or transferred, upon presentation thereof. Registered Bonds without coupons may be transferred on the aforesaid registration books by the registered owner in person or by his duly authorized attorney, by proper written instrument of transfer in form and with guaranty of signatures satisfactory to the University and the Bank of Payment.

4. Security and Payment - That the Bonds shall be dated March 1, 1975, and shall become due and payable on September 1, 1978, provided that no payments of principal or interest shall be made on the Bonds until all of the Outstanding Bonds and the interest thereon have been paid.
in full or money has been set aside in the Interest and Sinking Fund therefor sufficient to pay the principal thereof and interest thereon to maturity. No payment of the principal of the Bonds shall be made until September 1, 1978, but payments of accrued interest shall be made on any March 1 and September 1 on or after which there has been set aside in the Interest and Sinking Fund sufficient money to pay in full the principal of and interest to maturity on the Outstanding Bonds. Accrued interest payments will be made for periods of accrual in chronological order. All funds available to the Board for such purpose from taxes collected and allocated under Article VII, Section 17, as amended, of the Constitution of Texas will be applied on each such March 1 and September 1 to the payment of interest on the Bonds on each occasion that the Board receives moneys from the Comptroller of Public Accounts of the State of Texas or from the Treasurer of the State of Texas for such purpose. That the principal of and the interest on (if the Bonds are issued in coupon form) the Bonds shall be payable, in lawful money of the United States of America, without exchange or collection charges to the owner or holder thereof, upon presentation and surrender of proper Bond or coupon, at First National Bank in Dallas, Dallas, Texas (hereinafter defined as "Bank of Payment"). With respect to any Bond issued in registered form, interest payments shall be made without exchange or collection charges to the owner thereof by mailing a check payable to the registered owner at his address on file with the Bank of Payment. That the Bonds shall be in all respects on a parity and no one of said Bonds shall be entitled to priority over any other Bond of this issue in the application of the money in the allocated fund which has been pledged to the payment of the principal of and interest on the
Bonds, irrespective of the fact that some of the Bonds may be delivered prior to the delivery of other Bonds, it being the intent of this resolution that all Bonds of this issue shall rank equally.

5. Execution of Bonds and Coupons - That each of said Bonds and interest coupons shall be signed by (the imprinted or lithographed facsimile signature of the)* Presiding Officer and countersigned by (the imprinted or lithographed facsimile signature of)* the Secretary of the Board, and the official seal of said Board shall be impressed, printed or lithographed on each of said Bonds.

6. Negotiability. That nothing contained in the Bonds or in this resolution shall affect or impair the negotiability of the Bonds or the coupons thereto appertaining, and said Bonds and coupons shall constitute negotiable instruments within the meaning of the Uniform Commercial Code of the State of Texas.

7. Forms of Bonds and Coupons. That the forms of the bonds and coupons shall be substantially as follows:

FORM OF COUPON BOND

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*Applicable to Bonds in denominations of $5,000.00.
For value received the Board of Regents of Stephen F. Austin State University, an agency of the State of Texas, and as authorized by the Constitution of the State of Texas, hereby acknowledges itself indebted to and promises to pay out of the proceeds of the ad valorem tax herein described to the bearer, on the 1st day of September, 1978, the sum of _____________ THOUSAND DOLLARS

with interest thereon from the date hereof at the rate of ______(____%) per cent per annum, as indicated by seven (7) coupons, each in the amount of _____________($____________), payable on September 1, 1978. As stated in the resolution authorizing this Bond said coupons representing accrued interest may be paid at the option of the University prior to September 1, 1978. Both principal and interest shall be payable in lawful money of the United States of America upon presentation and surrender of proper bond or coupon at the First National Bank in Dallas, Dallas, Texas, without exchange or collection charges to the owner or the holder thereof.

This Bond is one of a series of bonds (hereinafter sometimes called the "Bonds") of like tenor and effect except as to number and interest rate, numbered from One (1) through _____________(____)", issued for the purpose of acquiring, constructing and initially equipping buildings and other permanent improvements at Stephen F. Austin State University, Nacogdoches, Texas, in accordance with the provisions of 27-13
Section 17, of Article VII, as amended, of the Constitution of Texas, and pursuant to the resolution authorizing the issuance of this Bond (and the series of Bonds of which this is one)* adopted by the Board of Regents of Stephen F. Austin State University (the "Board") duly of record in the minutes of said Board (herein called the "Resolution").

The date of this Bond in conformity with the Resolution is March 1, 1975.

This Bond (and this Series of which it is one)* is secured by a pledge of that part allocated to Stephen F. Austin State University of the proceeds of a continuing tax on all the taxable property in the State levied by Section 17 of Article VII of the Constitution, as amended on November 2, 1965, accumulated and held in the State Treasury, provided no payment of the principal of or the interest on this Bond (or the series of which this is one)* shall be made until all of the principal of and interest on the Universities of the State of Texas State Ad Valorem Tax Bonds, Series 1972 - Stephen F. Austin State University, dated May 1, 1972, Universities of the State of Texas State Ad Valorem Tax Bonds, Series 1972-A - Stephen F. Austin State University, dated July 1, 1972 and Board of Regents of Stephen F. Austin State University State Ad Valorem Tax Bonds, Series 1974, dated March 1, 1974, heretofore issued against such tax resources shall have been paid in full or until money has been set aside in the interest and sinking fund therefor sufficient to pay the principal thereof and interest thereon to maturity. The levy of such tax and the pledge thereof will remain effective so long as this Bond (or any of the bonds of this series of which this is one)* is outstanding and unpaid.

*Applicable to Bonds in denominations of $5,000.00.
Each successive holder of this Bond, and each successive holder of each of the coupons hereto attached, is conclusively presumed to forego and renounce his equities in favor of subsequent holders for value without notice, and to agree that this Bond and each of the coupons hereto attached, may be negotiated by delivery by any person having possession thereof, howsoever such possession may have been acquired, and that any holder who shall have taken this Bond or any of the coupons from any person for value without notice, thereby has acquired absolute title thereto, free from any defenses enforceable against any prior holder and free from all equities and claims of ownership of any such prior holder. The Board and the Bank of Payment shall not be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required to be done precedent to and in the issuance of this Bond (and the series of which it is one)* have been properly done, have happened and been performed in regular and due time, form and manner as required by the Constitution and laws of the State of Texas, and the proceedings hereinabove mentioned, and that "his Bond (and the series of which it is one)* does not exceed any constitutional or statutory limitations and that provision has been made for the payment of the principal of and interest on this Bond (and the series of which it is one)* by irrevocably pledging the allocated proceeds of the continuing ad valorem tax hereinabove mentioned.

IN WITNESS WHEREOF, the Board of Regents of Stephen F. Austin State University has caused the official seal of said Board to be impressed, printed or lithographed hereon and has caused this Bond and the

*Applicable to Bonds in denominations of $5,000.00.
interest coupons attached hereto to be executed by the imprinted facsimile signatures of the Chairman of the Board and the Secretary of the Board.

BOARD OF REGENTS OF STEPHEN F. AUSTIN STATE UNIVERSITY

By ________________________________
Chairman

ATTEST:

______________________________
Secretary

*Applicable only to bonds of the denomination of $5,000.

FORM OF COUPON

NO. ____________________________ $ __________

On the 1st day of September, 1978, the Board of Regents of Stephen F. Austin State University promises to pay to bearer, without exchange or collection charges to the bearer from the proceeds of the ad valorem tax described in the Bond to which this coupon is attached the sum of ____________ ($__________) in lawful money of the United States of America at First National Bank in Dallas, Dallas, Texas, being the interest then due on its Universities of the State of Texas State Subordinate Ad Valorem Tax Bonds, Series 1975 - Stephen F. Austin State University. No. ________, for the period from ____________, 19____ to ____________, 19____. This coupon is payable at the option of the Board, prior to its due date.

______________________________
Secretary

______________________________
Chairman

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FORM OF BOND

REGISTERED AS TO PRINCIPAL AND INTEREST

NO. ________________  $__________

UNITED STATES OF AMERICA
STATE OF TEXAS
UNIVERSITIES OF THE STATE OF TEXAS
STATE SUBORDINATE AD VALOREM TAX BOND
SERIES 1975
STEPHEN F. AUSTIN STATE UNIVERSITY

For value received the Board of Regents of Stephen F. Austin State University, an agency of the State of Texas, and as authorized by the Constitution of the State of Texas, hereby acknowledges itself indebted to and promises to pay out of the proceeds of the ad valorem tax herein described to _______________, or registered assigns at the First National Bank in Dallas, Dallas, Texas, on the 1st day of September, 1978, the principal sum of

______________________ THOUSAND DOLLARS

and to pay, but solely from such source, to the registered owner hereof by check or draft mailed to the registered owner at his address as it appears on the bond registration books interest thereon from the date hereof until maturity at the rate of ______ per cent (____%) per annum, payable September 1, 1978. As stated in the resolution authorizing this Bond, accrued interest may be paid prior to September 1, 1978, at the option of the University for six month periods of accrual. Both principal and interest shall be payable in lawful money of the United States of America without exchange or collection charges to the owner thereof.

This Bond is (one of a series of bonds (hereinafter sometimes
called the "Bonds") of like tenor and effect except as to number and interest rate, numbered from (1) through __________ (______)*, issued for the purpose of acquiring, constructing and initially equipping buildings and other permanent improvements at Stephen F. Austin State University, Nacogdoches, Texas, in accordance with the provisions of Section 17, of Article VII, as amended, of the Constitution of Texas, and pursuant to the resolution authorizing the issuance of this Bond (and the series of Bonds of which this is one)*, adopted by the Board of Regents of Stephen F. Austin State University, duly of record in the minutes of said Board (herein called the "Resolution").

The date of this Bond in conformity with the Resolution is March 1, 1975.

This Bond (and this Series of which it is one)* is secured by a pledge of that part allocated to Stephen F. Austin State University of the proceeds of a continuing tax on all the taxable property in the State levied by Section 17 of Article VII of the Constitution, as amended on November 2, 1965, accumulated and held in the State Treasury, provided no payment of the principal of or the interest on this Bond (or the series of which this is one)* shall be made until all of the principal of and interest on the Universities of the State of Texas State Ad Valorem Tax Bonds, Series 1972 - Stephen F. Austin State University, dated May 1, 1972, Universities of the State of Texas State Ad Valorem Tax Bonds, Series 1972-A - Stephen F. Austin State University, dated July 1, 1972 and Board of Regents of Stephen F. Austin State University State Ad Valorem Tax Bonds, Series 1974, dated March 1, 1974, heretofore issued against such tax resources shall have been paid in full or until money has been set aside in the interest and sinking fund therefore sufficient
to pay the principal thereof and interest thereon to maturity. The levy of such tax and the pledge thereof will remain effective so long as this Bond (or any of the series of which this is one)* is outstanding and unpaid.

This Bond shall be transferable only on the books of the Board to be kept for that purpose at the Bank of Payment upon surrender hereof by the registered owner in person or by duly authorized attorney upon presentation of a written instrument of transfer duly executed. Such transfers shall be without expense to the owner hereof.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required to be done precedent to and in the issuance of this Bond (and the series of which it is one)* have been properly done, have happened and been performed in regular and due time, form and manner as required by the Constitution and laws of the State of Texas, and the proceedings hereinabove mentioned, and that this Bond (and the series of which it is one)* does not exceed any constitutional or statutory limitations and that provision has been made for the payment of the principal of and interest on this Bond (and the series of which it is one)* by irrevocably pledging the allocated proceeds of the continuing ad valorem tax hereinabove mentioned.

IN WITNESS WHEREOF, the Board of Regents of Stephen F. Austin State University has caused the official seal of said Board to be impressed, printed or lithographed hereon and has caused this Bond to be executed by the (imprinted facsimile signatures of)* the Chairman of the Board and the Secretary of the Board.

*Applicable only to bonds of the denomination of $5,000.
8. Comptroller's Certificate - That the form of Comptroller's Certificate which shall be printed on the back of each of the Bonds shall be substantially as follows:

OFFICE OF COMPTROLLER

STATE OF TEXAS

I I REGISTER NO. 

I HEREBY CERTIFY that there is on file and of record in my office a certificate of the Attorney General of the State of Texas to the effect that this Bond has been examined by him as required by Section 17 of Article VII of the Constitution, as amended, and that he finds that it has been issued in conformity with the Constitution and laws of the State of Texas and that it is a valid and binding obligation payable from the proceeds of the State ad valorem tax pledged to its payment by and in the Resolution of said Board of Regents of Stephen F. Austin State University, an educational institution belonging to the State of Texas duly constituted under authority of law authorizing same and said Bond has this day been registered by me.

WITNESS MY HAND and seal of office at Austin, Texas.

Comptroller of Public Accounts of the State of Texas

(SEAL)

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9. Definitions - That throughout this Resolution, in the bond form prescribed herein and in the Bonds authorized hereby, the following terms and expressions as used herein shall have the meanings set forth, to-wit:

The term "Bank of Payment" shall refer to the First National Bank in Dallas;

The term "Board" shall refer to the Board of Regents of Stephen F. Austin State University, Nacogdoches, Texas;

The term "Bonds" shall refer to the bonds authorized to be issued under the provisions of this resolution whether in denominations of $5,000 or as a single bond;

The term "Comptroller" shall refer to the Comptroller of Public Accounts of the State of Texas;

The term "Constitutional Provision" shall mean Article VII, Section 17 of the Constitution of Texas as amended November 2, 1965;

The term "Eligible Institutions" shall mean the seventeen state supported institutions of higher learning designated as those institutions to receive allocated proceeds from the tax levied by the Constitutional Provision;

The term "Interest and Sinking Fund" shall mean the fund established for the University in the State Treasury and further described in Section 11 hereof;

The term "Outstanding Bonds" shall mean collectively the Series 1972 Bonds, the Series 1972A Bonds and The Series 1974 Bonds.

The term "Presiding Officer" shall mean the officer designated by law to preside over the Board;

The term "Resolution" shall mean this resolution authorizing the Bonds;
The term "Series 1972 Bonds" shall refer to Universities of the State of Texas State Ad Valorem Tax Bonds, Series 1972 - Stephen F. Austin State University, dated May 1, 1972;

The term "Series 1972-A Bonds" shall refer to Universities of the State of Texas State Ad Valorem Tax Bonds, Series 1972-A - Stephen F. Austin State University, dated July 1, 1972;

The term "Series 1974 Bonds" shall refer to Board of Regents of Stephen F. Austin State University State Ad Valorem Tax Bonds, Series 1974, dated March 1, 1974;

The term "University" shall refer to Stephen F. Austin State University, Nacogdoches, Texas.

10. Findings, Pledge of Payment, Additional Bonds - That official recognition is hereby given to these facts:

(a) That Section 17 of Article VII of the Constitution, as amended in 1965 (the "Constitutional Provision") has levied a continuing ad valorem tax on all taxable property in the State of Texas, at the rate of Ten (10¢) Cents on the One Hundred Dollars ($100.00) of valuation;

(b) That such tax has been effective since January 1, 1966 and will remain effective so long as any of the Bonds is outstanding and unpaid;

(c) That as and when the proceeds from such tax levy are received by the Comptroller the net amounts realized therefrom (including the portion thereof allocated to the University) are deposited in the State Treasury to be held for the purposes set forth in the Constitutional Provision;

(d) That the Comptroller on June 1, 1966 allocated among the Eligible Institutions 85% of the said tax to be received for the twelve
year period beginning January 1, 1966, and on June 1, 1972 allocated among the Eligible Institutions the remaining 15% of the said tax for the said twelve year period, all in accordance with the Constitutional Provision;

(e) That it is the duty of the Comptroller to draw all necessary and proper warrants upon the State Treasury to effectuate the pledge of such money heretofore made to pay the principal of and interest on the Outstanding Bonds and made in this Resolution to pay the principal of and interest on the Bonds, and to otherwise facilitate payment of all such bonds and the interest thereon; and

(f) That while such tax will remain effective so long as any of the Outstanding Bonds or the Bonds is unpaid, the Board must arrange the installment maturities of the Bonds and make its pledge of the taxes allocated to the University so that all such bonds will be actually retired out of taxes collected from assessments made during the twelve year period beginning January 1, 1966.

Accordingly, the Board irrevocably pledges to the payment of the principal of and interest on the Outstanding Bonds and the Bonds, the following:

(1) All of the money now in the State Treasury to the credit of the University, realized from the collection of the continuing tax levied by the Constitutional Provision;

(2) All of the proceeds from such continuing tax to which it is entitled levied for each of the years 1966 to 1977, both inclusive, and allocated June 1, 1966, and June 1, 1972, by the Comptroller, which tax according to law becomes due on October 1 of each of said years;
(3) In the event that any of the Bonds or any interest thereon remains outstanding and unpaid on the date the last of the Bonds is scheduled to mature, and in the event the Interest and Sinking Fund shall then contain insufficient money to pay all of such principal and interest and the expense incidental to the making of such payments, to the extent of such deficiency, the proceeds from such continuing tax to which the University may be entitled under the allocations made by the Comptroller on June 1, 1966 and June 1, 1972 or additional allocations or reallocation arrangements then in effect are pledged and such pledge shall remain effective until the Bonds shall have been paid in full with Interest thereon; but when full provision shall have been made for the final payment of the Outstanding Bonds and the Bonds by depositing money sufficient for the purpose in the Interest and Sinking Fund, the obligation under this sub-section (3) will have been fully satisfied and the pledge will have been released; and

(4) The money pledged to the payment of the Outstanding Bonds and the Bonds shall be used solely to pay the principal of and interest on the Outstanding Bonds and the Bonds, and to defray the expense incident to such payments so long as any of such bonds or interest thereon is outstanding and unpaid. After full provision shall have been made by accumulating in the Interest and Sinking Fund sufficient money Interest and Sinking Fund sufficient money to pay all of such Bonds and interest calculated thereon to maturity, the Board reserves the right to use money in excess thereof for such purposes as may be permitted under the Constitutional Provision.
Provided, however, no payment of the principal of or interest on the Bonds shall be made until the principal of and the interest on all of the Series 1972 Bonds, the Series 1972-A Bonds and Series 1974 Bonds heretofore issued against such tax resources shall have been paid in full or until money has been set aside in the interest and sinking fund therefor sufficient to pay the principal thereof and interest thereon to maturity.

11. Interest and Sinking Fund - That (a) the Treasurer of the State of Texas has established in the State Treasury a fund known as Constitutional Tax Bonds Interest and Sinking Fund (herein defined and referred to as the "Interest and Sinking Fund");

(b) As received into the State Treasury the said allocated money of the University shall be credited to the Interest and Sinking Fund in the manner and to be held in accordance with the pledge contained in Section 10 hereof.

12. Procedure for Remitting to Bank of Payment - That

(a) In accordance with the requirements of the Constitutional Provision that "The State Comptroller of Public Accounts shall draw all necessary and proper warrants upon the State Treasury, in order to carry out the purpose of this amendment," to the end that money will be available at the Bank of Payment in ample time to pay the principal of and interest on the Bonds, as such principal and interest, respectively, matures and comes due, the Comptroller of Public Accounts of the State of Texas, on or before the first February 15 or August 15, after all of the Outstanding Bonds have been paid or funded as herein required and thereafter on or before each February 15 and August 15 of each year while any of the Bonds...
is outstanding and unpaid, shall draw a warrant against the Interest and Sinking Fund in the amount of the interest that will have accrued on the Bonds on or before the succeeding March 1 or September 1, as the case may be to the extent there are moneys therein sufficient to pay interest on the Bonds for one or more periods of accrual. Such warrant to be drawn on or before August 15, 1978, shall include the principal amount of the Bonds maturing on September 1, 1978. The amount of each such warrant shall be increased by the amount of the charges of the Bank of Payment for making payment of the Bonds or interest thereon on each such date. Within the discretion of the Comptroller of Public Accounts he may draw a separate warrant for the payment of such charges;

(b) Each such warrant shall be made payable to the order of the Bank of Payment, and the Comptroller of Public Accounts shall deliver such warrant to the payee Bank.

13. Enforcement of Rights of Bondholders - That all rights available to the holders of the Bonds under the Constitution and laws of the State, by suit for mandamus or otherwise, to compel the performance of their official duties by the Board, its officers, the officers of counties, or the officers of the State to the end that the principal of and interest on the Bonds may be timely paid, are hereby recognized and reserved to and for the holders of the Bonds and of the appurtenant coupons.

14. Arbitrage Provisions - That the Board covenants to and with the purchasers of the Bonds that it will make no use of the proceeds of the Bonds at any time throughout the term of this issue of Bonds which, if such use had been reasonably expected on the date of delivery of the Bonds to and payment for the Bonds by the purchasers, would have caused
the Bonds to be arbitrage bonds within the meaning of Section 103(d) of the Internal Revenue Code of 1954, as amended, or any regulations or rulings pertaining thereto; and by this covenant the Board is obligated to comply with the requirements of the aforesaid Section 103(d) and all applicable and pertinent Department of the Treasury regulations relating to arbitrage bonds. The Board further covenants that the proceeds of the Bonds will not otherwise be used directly or indirectly so as to cause all or any part of the Bonds to be or become arbitrage bonds within the meaning of the aforesaid Section 103(d), or any regulations or rulings pertaining thereto.

15. Confirmation of Sale of Bonds - That the sale of the Bonds to First National Bank in Dallas, Dallas, Texas, at a price of par and accrued interest to date of delivery, plus a premium of $ 27.44 be and the same is hereby confirmed.

16. Custody and Delivery of Bonds - That the Presiding Officer or his designee is hereby authorized to have control of the Bonds and all necessary records and proceedings pertaining to the Bonds pending their delivery and the investigation, examination and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Bonds, said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate printed and endorsed on each of the Bonds, and the seal of said Comptroller shall be impressed, or placed in facsimile, on each of the Bonds.
74-129
Upon motion of Regent Perkins, seconded by Regent Wright, with all members voting aye, it was ordered that the contract for the completion of the Observatory with T. G. Evans Construction Company for $35,450.00 be approved and the Chairman of the Board be authorized to sign the contract.
CONTRACT
THE STATE OF TEXAS
COUNTY OF NACOGDOCHES

KNOW ALL MEN BY THESE PRESENTS

THIS AGREEMENT, made this the Seventh day of February, 1975
by and between the BOARD OF REGENTS, STEPHEN F. AUSTIN
STATE UNIVERSITY, NACOGDOCHES, TEXAS, acting herein through its
President, hereinafter called "Owner" and T. G. EVANS CONSTRUCTION
COMPANY, NACOGDOCHES, TEXAS, hereinafter called "Contractor".

WITNESSETH, that the Contractor and the Owner for the consid-
erations hereinafter named agree as follows:

1. The Contractor agrees to provide all of the materials, furnish the
labor, and do all things necessary to complete fully all of the work
shown on the Drawings and described in the Specifications entitled
"OBSERVATORY - DOME AND SUPPORT CYLINDERS, STEPHEN F.
AUSTIN STATE UNIVERSITY, NACOGDOCHES, TEXAS"
prepared by Kent-Marsellos-Scott, Architects-Engineers,
Lufkin, Texas acting as and in these Contract Documents entitled the
Architect; and shall do everything required by this Agreement, the
"General Conditions" of the Contract, the Drawings and the Specifications.

2. The "General Conditions" of the Contract, the "Supplementary Conditions",
the Drawings and the Specifications, together with this Agreement,
form the Contract, and they are as fully a part of the Contract as
if hereto attached or herein repeated. The following is an enum-
eration of the Specifications and Drawings:

Drawings and Specifications entitled "OBSERVATORY - DOME AND
SUPPORT CYLINDERS, STEPHEN F. AUSTIN STATE UNIVERSITY,
NACOGDOCHES, TEXAS"

sheet and section numbers as listed in Paragraph 1.1 of "Supplementary
Conditions"; and the following:

Addendum No. 1 dated 1/10/74, Page 1
Addendum No. 2 dated 1/14/74, Page 1
Addendum No. 3 dated 1/75, Pages 1-3

This contract is to consist of the work covered by

PROPOSAL NO. 2 - OBSERVATORY DOME AND SUPPORT
CYLINDERS.

1. This Contract is to cover the General Contract Work complete.

The said Drawings, and each and all of said Specifications and
"General Conditions" are made a part of this Agreement for all intents
and purposes; provided that if anything in the said "General Conditions"
of the Contract is in conflict with this Agreement; this Agreement shall
control and govern.
2. The work called for and included in this Agreement is to be done under the direction of the Architect above named and his determination of the true meaning and proper construction of the Specifications shall be considered as final.

3. The work to be performed under this Contract shall be commenced on or before a date to be specified in a written "Work Order", and shall be fully completed within 150 consecutive calendar days thereafter. The Contractor further agrees to pay as liquidated damages the sum of $25.00 per day for each consecutive calendar day thereafter the work remains unfinished as specified in Paragraph 1.44 of "Supplementary Conditions" and in Proposal.

4. The Owner shall pay the Contractor for the performance of the Contract, subject to additions and deductions provided herein, THIRTY FIVE THOUSAND FOUR HUNDRED FIFTY AND NO/100 ($35,450.00) out of Departmental Operating Account - Physics Department, and other funds available to the Owner for expenditure for the use and benefit of Stephen F. Austin State University.

The basis of the above contract price is as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Bid</td>
<td>$33,950.00</td>
</tr>
<tr>
<td>+ Alternate No. 1A</td>
<td>$1,500.00</td>
</tr>
<tr>
<td></td>
<td><strong>$35,450.00</strong></td>
</tr>
</tbody>
</table>
The Owner shall make payments on account of the Contract as provided therein as follows: On or about the fifteenth of each month ninety percent (90%) of the value, based on the Contract Price of labor and materials incorporated in the work and of materials suitably stored at the site thereof up to the first day of that month, as estimated by the Architect, less the aggregate of previous payments; and upon substantial completion of the entire work, a sum sufficient to increase the total payments to ninety percent (90%) of the Contract Price provided satisfactory evidence is furnished that all payrolls, material bills and other indebtedness connected with the work have been paid. The Owner at any time after 50% of the work has been completed, if it finds that satisfactory progress is being made, may make any of the remaining progress payments in full. Final payment shall be due thirty days after substantial completion of the work provided the work be then fully completed and the Contract fully performed. Upon receipt of written notice that the work is ready for final inspection and acceptance, the Architect shall promptly make such inspection, and when he finds the work acceptable under the Contract and the Contract fully performed he shall promptly issue a Final Certificate, over his own signature, stating that the work provided for in this Contract
has been completed and is acceptable to him under the terms and conditions thereof, and that the entire balance found to be due the Contractor, and noted in the Final Certificate is due and payable. Before issuance of Final Certificate the Contractor shall submit evidence satisfactory to the Architect that all payrolls, material bills and other indebtedness connected with the work have been paid.

5. The Contractor shall pay premium for and furnish Performance Bond and Payment Bond in amount of 100% of Contract Price; on form to be furnished by Architect, with sureties acceptable to the Owner, conditioned:

1. That Contractor shall faithfully perform his Contract and fully indemnify and save Owner harmless from all costs and damages which may be suffered by reason of failure to do so, and fully reimburse and re-pay Owner all outlay and expense which Owner may incur in making good any default.

2. That Contractor shall pay all persons who have contracts directly with Contractor for labor and materials save which persons shall have a direct action against Contractor and the surety on his bond, subject to Owner's priority.
Surety Companies shall be on approved list of U. S. Treasury Department of "Companies holding Certificates of Authority from the Secretary of the Treasury under the Act of Congress Approved July 30, 1957, as Acceptable Sureties on Federal Bonds" and within the Underwriting limitations listed therein for any single risk.

Bond shall comply with requirements of all state laws; including those of Article 5160 Revised Civil Statutes of Texas, 1925, as amended by House Bill 344, Acts 56th legislature, Regular Session, 1959, effective April 27, 1959.

6. The Contractor shall effect, pay for and maintain during the life of this Contract insurance acceptable to the Owner, conforming to the following schedule:

a) **Compensation and Employer's Liability Insurance:**
   As required by the laws of the State of Texas; Employer's Liability Insurance, **$500,000.00.**

b) **Comprehensive General Liability Insurance and Automobile Liability Insurance:** In an amount not less than **$500,000.00** for injuries, including personal injury or accidental death
to any one person, and in an amount not less than
$500,000.00 on account of one occurrence; Property Damage
Insurance in an amount not less than $300,000.00.

c) Include Broad Form Property Damage Insurance. Remove
"XCU" Exclusions (Explosion, collapse, underground
property damage). Include damage to underground wiring,
conduits, piping.

d) Contractual Liability Insurance: As applicable to the
Contractor's obligations under Paragraph 4.18 of "General
Conditions". The Contractor shall obtain at his expense
Owner's Protective Liability Insurance Policy naming
the Owner and the Architect/Engineer as insured with
the following limits:

1. Bodily Injury
   $500,000.00 (each person)
   $500,000.00 (each occurrence)

2. Property Damage
   $300,000.00 (each occurrence)

e) Completed Operations: Continue coverage in force for
one year after completion of work.
f) Before commencement of operations hereunder, Contractor shall furnish to the Architect, photostatic copies of the above mentioned insurance policies, together with a certificate from the insurance carrier that the insurance will not be cancelled or permitted to lapse until fifteen (15) days written notice of said impending cancellation has been given to the Owner.

7. **Builder's Risk Insurance**: Delete the first sentence of Paragraph 11.3 of General Conditions. The work is entirely at the Contractor's risk until it is accepted by the Owner, and the Contractor will be held liable for its safety to the amount of money paid by the Owner on account of same. The Contractor shall take out Builder's Risk Insurance on 100% of the insurable portion of the project for the benefit of the Owner, the Contractor and all Subcontractors as their interests may appear.

If the Owner finds it necessary to occupy or use a portion or portions of the work prior to Substantial Completion, such occupancy shall not commence prior to a time mutually agreed to by the Owner and Contractor and concurred with by the insurance company or companies. This insurance shall not be cancelled or lapsed on account of such partial occupancy.
8. The Contractor shall complete the several portions and the whole of the work called for under this Agreement and shall deliver said improvements and premises, upon completion, to the Owner, free and clear of all liens and claims for labor furnished or materials used and other indebtedness whatsoever.

For purposes of complying with the State of Texas Sales Tax, the following is a division between labor and materials:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor</td>
<td>$3,450.00</td>
</tr>
<tr>
<td>Materials</td>
<td>$32,000.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$35,450.00</strong></td>
</tr>
</tbody>
</table>
IN WITNESS WHEREOF, the parties of these presents have executed this Contract in four (4) counterparts, each of which shall be deemed an original in the year and day first above mentioned.

SEAL

BOARD OF REGENTS
STEPHEN F. AUSTIN STATE UNIVERSITY

By ___________________________  By ___________________________

T. G. EVANS CONSTRUCTION COMPANY
NACOGDOCHES, TEXAS
Address

SEAL

By ___________________________

READ AND EXAMINED:

______________________________  Secretary
Board of Regents, Stephen F. Austin State University

(1) Corporation name of Owner
(2) Title of authorized official
(3) Strike out inapplicable terms. Secretary of the Owner should attest. If Contractor is corporation, Secretary should attest. Give proper title of each person executing Contract.
PERFORMANCE BOND

(To be used in Texas as required by Chapter 93 of the Regular Session of the 56th Legislature of Texas)

THE STATE OF TEXAS

COUNTY OF NACOGDOCHES

KNOW ALL MEN BY THESE PRESENTS: That we (1) T. G. EVANS COMPANY ___

of (2) Nacogdoches, Texas hereinafter called Principal and (3) TRINITY UNIVERSAL INSURANCE COMPANY of

Dallas State of Texas,

hereinafter called the Surety, are held and firmly bound into (4) BOARD OF REGENTS, STEPHEN F. AUSTIN STATE UNIVERSITY

hereinafter call Owner, in the penal sum of Thirty Five Thousand Four Hundred Fifty and No/100 --- 

DOLLARS ($ 35,450.00 +), in lawful money of the United States, to be paid in (5) Nacogdoches County, Texas,

for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that

Whereas, the Principal entered into a certain Contract with (6) BOARD OF REGENTS, STEPHEN F. AUSTIN STATE UNIVERSITY

the Owner, dated the 7th day of February, A. D., 1975, a copy of which is attached hereto and made a part

hereof for the construction of: Observatory - Dome and Support Cylinders, Stephen F. Austin State University, Nacogdoches, Texas.
(Herein called the "Work").

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform the work in accordance with the Plans, Specifications and Contract Documents during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and, if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

NOW, THEREFORE, if the Principal shall repair any and all defects in said work occasioned by and resulting from defects in materials furnished by, or workmanship of the Principal in performing the work covered by said Contract, occurring within a period of twelve (12) months from the date of the Contract Completion Certificate, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that if any legal action be filed upon this bond venue shall lie in Nacogdoches County, State of Texas and that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any wise affect its obligation of this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Article 5160 of the Revised Civil Statutes of Texas as amended by Acts of the 56th Legislature, 1959, and all liabilities on this bond shall be determined in accordance with the provisions of said Article to the same extent as if it were copied at length.
IN WITNESS WHEREOF, this instrument is executed in _4_ counterparts, each one of which shall be deemed an original, this the

7th day of February A.D., 1975.

ATTEST:

T. G. EVANS COMPANY
Principal

(Principal) Secretary

BY

Owner

SEAL

Witness as to Principal

Tyler, Texas 75701
(Address)

ATTEST:

TRINITY UNIVERSAL INSURANCE COMPANY
Surety

(Surety) Secretary

BY

Attorney-in-Fact

Witness as to Surety

Tyler, Texas 75701
Address

NOTE: Date of Bond must not be prior to date of Contract.

(1) Correct name of Contractor
(2) A Corporation, A Partnership or an individual, as case may be.
(3) Correct name of Surety
(4) Correct name of Owner
(5) County of Parish and State
(6) Owner
(7) If Contractor is Partnership, all partners should execute bond.
PAYMENT BOND

(To be used in Texas as required by Chapter 93 of the Regular Session of the 56th Legislature of Texas)

THE STATE OF TEXAS

COUNTY OF NACOGDOCHES

KNOW ALL MEN BY THESE PRESENTS: That we

(1) T. G. EVANS COMPANY

an individual

of Nacogdoches, Texas hereinafter called Principal and

(3) TRINITY UNIVERSAL INSURANCE CO. of Dallas

State of Texas hereinafter called the Surety,

are held and firmly bound unto (4) BOARD OF REGENTS,

STEPHEN F. AUSTIN STATE UNIVERSITY

hereinafter called Owner, unto all persons, firms, and corporations who may furnish materials for, or perform labor upon the

building or improvements hereinafter referred to in the penal sum

of Thirty Five Thousand Four Hundred Fifty and No/100 DOLLARS ($35,450.00)

in lawful money of the United States, to be paid in (5)

NACOGDOCHES COUNTY, TEXAS, for the payment of which sum

well and truly to be made, we bind ourselves, our heirs,

executors, administrators and successors, jointly and severally,

firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such

that Whereas, the Principal entered into a certain contract with

(6) BOARD OF REGENTS, STEPHEN F. AUSTIN STATE

UNIVERSITY

the Owner,
dated the ___7th___ day of ___February___, A. D., 1975,
a copy of which is hereto attached and made a part hereof for the
construction of: ___Observatory - Dome and Support Cylinders, Stephen___
F. Austin State University, Nacogdoches, Texas.

NOW THEREFORE, the condition of this obligation is
such that, if the Principal shall promptly make payment to all
claimants as defined in Article 5160 Revised Civil Statutes of
Texas, 1925, as amended by House Bill 344, Acts 56th Legislature,
Regular Session, 1959, effective April 27, 1959, supplying labor
and materials in the prosecution of the work provided for in said
Contract, then this obligation shall be null and void; otherwise,
it shall remain in full force and effect.

This bond is made and entered into solely for the pro-
tection of all claimants supplying labor and materials in the pro-
secution of the work provided for in said Contract, and all such
claimants shall have a direct right of action under the bond as
provide in Article 5160, Revised Civil Statutes, 1925, as
amended by House Bill 344, Acts 56th Legislature, Regular
Session, 1959.

PROVIDED FURTHER, that if any legal action be
filed upon this bond, venue shall lie in ___Nacogdoches___ County,
State of Texas, and that the said Surety, for value received hereby
stipulates and agrees that no change, extension of time, alteration
or addition to the terms of the Contract or to the work to be per-
formed thereunder or the Specifications accompanying the same
shall in any wise affect its obligation on this bond, and it does
hereby waive notice of any change, extension of time, alteration
or addition to the terms of the Contract or to the work or to the
Specifications.

PROVIDED FURTHER, that no final settlement
between the Owner and the Contractor shall abridge the right
of any beneficiary hereunder, whose claim may be unsatisfied.
IN WITNESS WHEREOF, this instrument is executed in __ counterparts, each one of which shall be deemed an original, this the __th day of __February___ A.D., 19___.

ATTEST:

T. G. EVANS COMPANY
Principal

(Principal) Secretary

SEAL

Witness as to Principal

Tyler, Texas 75701
(Address)

ATTEST:

TRINITY UNIVERSAL INSURANCE COMPANY
Surety

(Surety) Secretary

Witness as to Surety

Tyler, Texas 75701
Address

NOTE: Date of Bond must not be prior to date of Contract.
(1) Correct name of Contractor
(2) A Corporation, a Partnership or an individual, as case may be.
(3) Correct name of Surety
(4) Correct name of Owner
(5) County of Parish and State
(6) Owner
(7) If Contractor is Partnership, all partners should execute bond.
74-130
Upon motion of Regent Wright, seconded by Regent Golden, with all members voting aye, it was ordered that the University be authorized to appropriate the necessary funding from available funds to cover flood and storm damage experienced February 1 and to apply for emergency appropriations as may be made available, either in the current fiscal year or the ensuing legislative biennium.

Meeting adjourned at 12:00 noon