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MINUTES OF THE MEETING
STEPHEN F. AUSTIN STATE UNIVERSITY
BOARD OF REGENTS
HELD AT HUXLEY BAY, TEXAS

July 28, 1986

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</tr>
</tbody>
</table>
The meeting was called to order by Mr. Larry Jackson, Chairman of the Board of Regents, at 9:00 a.m., July 28, 1986.

REGENTS

PRESENT:
Mr. Larry Jackson of Plano
Mr. Homer Bryce of Henderson
Mr. Dan Haynes of Burnet
Mr. Richard Hile of Jasper
Mr. W. F. Garner, Jr., of Bridge City
Ms. Willia B. Murphy Wooten of Crockett
Mr. M. M. Stripling of Nacogdoches
Mr. Lavoy Moore of Conroe

STAFF

PRESENT:
Dr. William R. Johnson, President
Mr. Don Henry, Vice President for Administrative and Fiscal Affairs
Mr. Bob Provan, Legal Counsel
Dr. Baker Pattillo, Vice President for University Affairs
Dr. James Reese, Vice President for Academic Affairs
Dr. Nancy C. Speck, Director of Development
Dr. William J. Brophy, Interim Vice President for Academic Affairs
Upon motion of Regent Haynes, seconded by Regent Garner, with all members voting aye, it was ordered that the minutes of the meeting of April 29, 1986, be approved.

Upon motion of Regent Hile, seconded by Regent Bryce, with all members voting aye, it was ordered that the minutes of the called meeting of May 21, 1986, be approved.

Upon motion of Regent Moore, seconded by Regent Wooten, with all members voting aye, it was ordered that the following individuals be employed for the positions, dates, and salaries indicated for Summer I and II, 1986:

1. Department of Administrative Services
   
   Dr. Libbyrose Dalton Clark, Lecturer in Administrative Services, at a salary of $2,666 for 100% time for Summer I, 1986.

2. Department of Communication
   
   Mr. Randall Jerry Birdwell, Part-time Instructor in Communication, at a salary of $1,000 for 50% time for Summer I, 1986.

   Mr. Benjamin Click, Lecturer in Communication, at a salary of $3,000 for 100% time for Summer I, 1986.

   Ms. Sara Bess Dudley, Part-time Instructor in Communication, at a salary of $1,750 for 50% time for Summer II, 1986.

   Mr. Barry Glenn Oliver, Part-time Instructor in Communication, at a salary of $1,500 for 50% time for Summer I, 1986.

3. Department of Computer Science
   
   Mr. Yawhsing Huang, Lecturer in Computer Science, at a salary of $6,366 for 100% time for Summer I and II, 1986.

   Dr. Craig A. Wood, Professor in Computer Science, at a salary of $4,635 for 100% time for Summer II, 1986.
4. Department of Counseling and Special Educational Programs

Ms. June Tenberg, Instructor in Counseling and Special Education, at a salary of $3,100 for 100% time for Summer I, 1986.

Ms. Marjorie Jean Wood, 35, M.Ed. (University of Texas-Austin), Visiting Lecturer in Counseling and Special Education, at a salary of $4,500 for 100% time for Summer I and II, 1986.

5. Department of Economics and Finance

Dr. Joe Bert Stine, 40, D.B.A. (Louisiana Tech University), Associate Professor in Economics and Finance, at a salary of $4,951 for 100% time for Summer, 1986.

6. Department of English and Philosophy

Ms. Annette S. Dawson, part-time Instructor in English, at a salary of $1,100 for 50% time for Summer I, 1986.

Ms. JoAnne Cusack Howard, Part-time Instructor in English, at a salary of $1,100 for 50% time for Summer I, 1986.

7. School of Forestry

Dr. Mingteh Chang, Associate Professor in Forestry, at a salary of $4,478 for 100% time for Summer II, 1986.

Dr. Hershel Reeves, Professor in Forestry, at a salary of $5,430 for 100% time for Summer II, 1986.

Dr. Kenneth Watterston, Professor in Forestry, at a salary of $5,920 for 100% for Summer II, 1986.

8. Department of Home Economics

Ms. Janie O. Kenner, Instructor in Home Economics, at a salary of $2,833 for 100% time for Summer I, 1986.

9. Department of Physics

Dr. John Decker, Professor in Physics, at a salary of $5,862 for 100% time for Summer II, 1986.

Dr. Norman Markworth, Associate Professor in Physics, at a salary of $4,625 for 100% time for Summer II, 1986.
Mr. Edward Michaels, Instructor in Physics, at a salary of $8,190 for 100% time for Summer I and II, 1986.

10. Department of Political Science and Geography

Ms. Mary L. Carns, Assistant Professor in Political Science, at a salary of $800 as a one-time stipend for teaching a course for a colleague who is ill.

Dr. Stephen N. Smith, Associate Professor in Political Science, at a salary of $800 as a one-time stipend for teaching a course for a colleague who is ill.

11. Department of Psychology

Mr. Benny L. New, Instructor in Psychology, at a salary of $3,000 for 100% time for Summer I, 1986. Mr. New taught the classes which were initially scheduled for Dr. James Speer.

12. Department of Secondary Education

Dr. David Lamar Collins, 36, Ed.D. (North Texas State University), Lecturer in Secondary Education at a salary of $4,000 for 100% time for Summer I, 1986.

Dr. David Nelson, Lecturer in Secondary Education, at a salary of $4,000 for 100% time for Summer II, 1986.

13. Department of Theatre

Ms. Jan Elinor Jones, Part-time Instructor in Theatre, at a salary of $1,500 for 50% time from June 2-June 30, 1986. Ms. Jones directed two productions for the Summer Repertory Theatre.

Mr. Alen Oster, Lecturer in Theatre, at a salary of $3,000 for 100% time for Summer I, 1986.

14. School of Applied Arts and Sciences

The following persons are employed for Summer I, 1986 at the location and for the salary indicated.

<table>
<thead>
<tr>
<th>Name</th>
<th>Location</th>
<th>Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dr. Mary Appleberry</td>
<td>Longview</td>
<td>$936</td>
</tr>
<tr>
<td>Ms. Irene Armsworth</td>
<td>Nacogdoches</td>
<td>2,886</td>
</tr>
<tr>
<td>Mr. James Bowman</td>
<td>Coffield</td>
<td>1,216</td>
</tr>
<tr>
<td>Dr. James C. Dennis</td>
<td>Kingwood</td>
<td>1,176</td>
</tr>
</tbody>
</table>
86-107
Upon motion of Regent Moore, seconded by Regent Garner, with all members voting aye, it was ordered that the following changes in status be approved:

1. Department of Agriculture

   Dr. Joe Gotti, Assistant Professor in Agriculture, from 100% time for Summer I to 100% time for Summer I and II, 1986, for a total salary of $8,036.

2. Department of Art

   Dr. E. Diane Ford, Associate Professor in Art, from 100% time for Summer I to 100% time for Summer II at a salary of $5,133.05.

   Mr. James Snyder, Professor in Art, from 100% time for Summer II to 100% time for Summer I at a salary rate of $5,513.

3. Department of Chemistry

   Mr. John T. Moore, Assistant Professor in Chemistry, from 100% time at a salary of $3,693 to 50% time at a salary of $1,847 for Summer I, 1986.

   Dr. Samuel S. Naistat, Professor in Chemistry, from 100% time at a salary of $5,534 to 50% time at a salary of $2,767 for Summer I, 1986.

4. Department of Communication

   Dr. William Joseph Oliver, Associate Professor in Communication, from a salary of $2,581 for 50% time to a salary of $5,162 for 100% time, effective Summer II, 1986.

5. Department of Counseling and Special Educational Programs

   Dr. Bernard-thomas Hartman, Professor in Special Education, from 100% time at a salary of $5,469 to 50% time at a salary of $2,734 for Summer I, 1986. One class failed to make.
6. Department of English and Philosophy

Dr. Leonard Cheever, Professor in English, from 100% time at a salary of $6,045 to 100% time for Summer I and 50% time for Summer II for a total salary of $9,068.

Dr. Fred Rodewald, Professor in English, from 50% time at a salary of $3,093 to 33% time at a salary of $2,093 for Summer I, 1986.

7. School of Forestry

Dr. David L. Kulhavy, Associate Professor in Forestry, from 50% time at a salary of $2,210 to 100% time for Summer II at a salary of $4,420 for Summer II, 1986.

8. Department of History

Dr. Joseph Devine, Associate Professor in History, from 100% time for Summer I to 100% time for Summer II at a salary of $4,980.

9. Department of Physics

Dr. Walter L. Trikosko, Assistant Professor in Physics, from 50% time for Summer I to 100% time for Summer I and 100% time for Summer II for a total salary of $7,956.

10. Department of Political Science and Geography

Dr. Ronald Claunch, Professor in Political Science, from 100% time at a salary of $5,570 to 50% time at $2,785 for Summer I, 1986.

Dr. Richard Kim, Professor of Political Science, from 50% time at a salary of $3,104 for Summer I and 100% time at a salary of $6,209.

11. Department of Sociology

Dr. Richard Hurzeler, Associate Professor in Sociology, from 50% time at a salary of $2,114 for Summer I and 50% time at a salary of $2,114 for Summer II to 100% time at $4,228 for Summer II only.

Dr. Robert K. Richards, Visiting Assistant Professor in Sociology, from 50% time at a salary of $1,716 for Summer I and 50% time at a salary of $1,716 for Summer II to 100% time at $3,432 for Summer I only.
12. Department of Theatre

Mr. Thomas M. Matthys, Assistant Professor in Theatre, from 33% time for Summer I and 67% time for Summer II at $4,261 to 50% time at a salary of $2,131 for Summer II only.

86-108

Upon motion of Regent Wooten, seconded by Regent Bryce, with all member voting aye, it was ordered that the following individuals be employed for the positions, dates, and salaries as indicated:

1. Department of Accounting

Ms. Carol E. Price, 25, M.S. (Texas A&M University), Lecturer in Accounting at a salary of $17,500 for 100% time for nine months, effective September 1, 1986.

Ms. Violet C. Rogers, 29, M.B.A. (Stephen F. Austin State University), Lecturer in Accounting at a salary of $17,500 for 100% time for nine months, effective September 1, 1986.

Ms. Emagene Wind, Lecturer in Accounting at a salary of $24,491 for 100% time for nine months, effective September 1, 1986.

2. Department of Administrative Services

Ms. Juliana Janette Durr, 24, M.B.A. (Stephen F. Austin State University), Lecturer in Administrative Services, at a salary of $17,500 for 100% time for nine months, effective September 1, 1986.

Dr. Betty S. Johnson, 36, Ed.D. (University of Arkansas), Associate Professor in Administrative Services and Chairman of Department, at a salary of $41,750 for 100% time for 11 months, effective September 1, 1986. Dr. Johnson will begin her duties as Department Chairman on August 1, 1986, and her salary for the month of August will be $3,795.

3. Department of Art

Mr. Gary Q. Frields, 30, M.F.A. (Stephen F. Austin State University), Visiting Assistant Professor in Art, at a salary of $21,313 for 100% time for nine months, effective September 1, 1986.
4. Department of Communication

Ms. Patricia L. Spence, Part-time Instructor in Communication and Director of Student Publications, at a salary of $24,272 for 12 months, effective July 14, 1986.

5. Department of Counseling and Special Educational Programs

Ms. Marietta Lanier Yeates, 44, M.Ed. (Stephen F. Austin State University), Instructor in Counseling and Special Educational Programs, at a salary of $23,750 for 100% time for nine months, effective September 1, 1986.

6. Department of Economics and Finance

Mr. Rocky N. Dumas, Lecturer in Economics and Finance, at a salary of $17,500 for 100% time for nine months, effective September 1, 1986.

Dr. Mike Graham, 40, J.D. (South Texas College of Law), Part-time Instructor in Economics and Finance, at a salary of $3,500 for 25% time for nine months, effective September 1, 1986.

Mr. Thomas A. Hebert, 47, M.S. (University of Arkansas), Part-time Instructor in Economics and Finance, at a salary of $3,000 for 25% time for nine months, effective September 1, 1986.

Ms. Sarah Nelle Richardson, Part-time Instructor in Economics and Finance, at a salary of $3,500 for 25% for nine months, effective September 1, 1986.

7. Department of Elementary Education

Dr. Mary Appleberry, Part-time Professor in Elementary Education, at a salary of $17,220 for 50% time for eight months, effective October 1, 1986.

Dr. Judy A. Barnes, Part-time Instructor of Elementary Education, at a salary of $5,332 for 67% time for the fall semester, 1986, only.

8. Department of English and Philosophy

Mr. Boyd Douglas Dollar, 30, M.A. (Stephen F. Austin State University), Part-time Instructor in English, at a salary of $11,375 for 87.5% time for nine months, effective September 1, 1986.
9. School of Fine Arts

Dr. William Parsons, 56, Ph.D. (Louisiana State University), Dean, School of Fine Arts, and Professor in Theatre, at a salary of $58,000 for twelve months, effective September 1, 1986. Dr. Parsons will begin his duties as Dean of the School of Fine Arts on August 1, 1986 and his salary for the month of August will be $4,833.

10. Department of Health and Physical Education

Ms. Kathleen Dunn Hamrick, 26, M.F.A. (Florida State University), Visiting Instructor in Health and Physical Education, at a salary of $18,000 for 100% time for nine months, effective September 1, 1986.

11. Department of Home Economics

Ms. Janie O. Kenner, Lecturer in Home Economics, at a salary of $8,750 for 100% time for the fall semester, 1986, only.

12. Department of Management and Marketing

Mr. Ronald A. Bigoness, Lecturer in Management and Marketing, at a salary of $20,935 for 100% time for nine months, effective September 1, 1986.

Dr. Jarrett Hudnall, Jr., Professor in Management and Marketing, at a salary of $33,000 for 100% time for nine months, effective September 1, 1986.

13. Department of Mathematics and Statistics

Ms. Sandra K. McCune, Lecturer in Mathematics, at a salary of $19,313 for 100% time for nine months, effective September 1, 1986.

Ms. Jane Staats Shepard, Lecturer in Mathematics, at a salary of $19,313 for 100% time for nine months, effective September 1, 1986.

Ms. Ellen T. Wood, Lecturer in Mathematics, at a salary of $19,313 for 100% time for nine months, effective September 1, 1986.

14. Department of Music

Ms. Susan Brenneis, Part-time Instructor in Music at a salary of $4,999 for 50% time for the fall semester, 1986 only.
Mr. Andrew Bruck, Part-time Instructor in Music, at a salary of $4,999 for 50% time for the fall semester, 1986 only.

Ms. Cynthia Kempf, Part-time Instructor in Music, at a salary of $4,999 for 50% time for the fall semester, 1986 only.

Mr. William Krause, Part-time Instructor in Music, at a salary of $1,500 for 25% time for the fall semester, 1986 only.

Mr. Barry Larkin, 32, M.M. (Stephen F. Austin State University), Part-time Instructor in Music, at a salary of $6,000 for 50% time for nine months, effective September 1, 1986.

Mr. Stephen Pelkey, Part-time Instructor in Music, at a salary of $4,999 for 50% time for the fall semester, 1986 only.

Ms. Elizabeth Clayton Withey, Instructor in Music, at a salary of $18,000 for 100% time for nine months, effective September 1, 1986.

15. Department of Secondary Education

Dr. John Calvin Austin, Part-time Professor in Secondary Education, at a salary of $18,170 for 50% time for nine months, effective September 1, 1986.

Dr. Allan Gordon Cannon, Part-time Instructor in Secondary Education, at a salary of $8,000 for 50% time for nine months, effective September 1, 1986.

Dr. Clyde L. Iglinsky, Part-time Instructor in Secondary Education, at a salary of $4,000 for 25% time for nine months effective September 1, 1986.

Dr. Morgan C. Moses, Part-time Professor in Secondary Education, at a salary of $19,125 for 50% time for nine months, effective September 1, 1986.

16. Department of Theatre

Mr. Allen Oster, Lecturer in Theatre, at a salary of $17,250 for 100% time for nine months, effective September 1, 1986.
17. University Affairs

Mr. Stephen Allgood, Assistant Basketball Coach for men, at a salary of $3,604, effective July 14, 1986 to August 31, 1986. Effective September 1, 1986, Mr. Allgood's salary will be $25,993 for ten and one-half months.

Ms. Jamie Fain, Director of Residence Life, at a salary of $24,272 for twelve months, effective June 30, 1986.

Mr. Kenneth Ross, Police Officer I, at a salary of $13,146 for twelve months, effective June 23, 1986.

86-109
Upon motion of Regent Garner, seconded by Regent Hile, with all members voting aye, it was ordered that the following changes in status be approved:

1. Department of Administrative Services

Dr. Dillard Tinsley, from Interim Chairman of the Department of Administrative Services and Professor in Management and Marketing at a salary of $49,142 for eleven months to Professor in Management and Marketing at a salary of $40,207 for nine months, effective August 1, 1986.

2. Department of Biology

Dr. Alan Hay, from Associate Professor in Biology at a salary of $30,348 for nine months to Chairman of the Department of Biology and Associate Professor in Biology at a salary of $40,000 for eleven months, effective September 1, 1986.

Dr. Fred Rainwater, from Associate Professor in Biology and Interim Dean, School of Sciences and Mathematics, at a salary of $48,000 for twelve months to Associate Professor in Biology at a salary of $37,080 for nine months, effective August 1, 1986.

3. Department of Chemistry

Dr. Wayne Boring, from Professor in Chemistry at a salary of $35,218 for nine months to Interim Chairman of the Department of Chemistry and Professor in Chemistry at a salary of $44,044 for eleven months, effective September 1, 1986.
Dr. Jacob Seaton, from Professor in Chemistry and Chairman of the Department of Chemistry at a salary of $52,530 for twelve months to Professor in Chemistry at a salary of $40,579 for nine months, effective September 1, 1986.

4. Department of Music

Mr. John William Goodall, Instructor in Music, from a salary of $20,122 for 100% time for nine months to a salary of $21,022 for 100% time for nine months, effective September 1, 1986. This is to correct an error in the printed budget.

Dr. Max Lynn Morley, from Associate Professor in Music and Interim Dean, School of Fine Arts, at a salary of $34,632 for eleven months to Associate Professor in Music at a salary of $29,185 for the nine months, effective August 1, 1986.

5. University Affairs

Mr. Kenneth Kennamer, from Director of University News and Information and Interim Director of Student Publications at a salary of $37,464 to Director of University News and Information at a salary of $33,964, effective July 13, 1986.

6. Computer Center

Mr. Randy Slade Askew, from Manager of Operations, at an annual salary of $25,500 to Manager of Computer and Communication Operations at a salary of $27,185, effective June 1, 1986, through August 31, 1986 and $28,000 effective September 1, 1986.

Mr. Billy J. Click, from Director of Computer Center at an annual salary of $46,285 to Director of Computing and Communication Services at a salary of $47,574 effective May 15 through August 31, 1986, and $49,000 effective September 1, 1986.

Ms. Kristi J. Ellsworth, Programmer, from an annual salary of $18,298 for 100% time to a salary of $9,149 for 50% time effective June 24, 1986.

Upon motion of Regent Moore, seconded by Regent Wooten, with all members voting aye, it was ordered that the following resignations be accepted:
1. Department of Art
   Ms. Margaret R. Lazzari, Assistant Professor in Art, effective May 31, 1986.

2. Department of Agriculture
   Dr. Walter Stephen Woodley, Assistant Professor in Agriculture, effective June 30, 1986.

3. Department of Biology
   Ms. Jennifer Matos, Laboratory Coordinator, effective March 15, 1986.

4. Department of Communication
   Dr. William A. Mulligan, Assistant Professor in Communication, effective July 9, 1986.

5. Department of Computer Science
   Dr. Richard M. Reese, Assistant Professor in Computer Science, effective May 31, 1986.

6. Department of Counseling and Special Educational Programs
   Ms. Debra W. Bankston, Lecturer in Counseling and Special Educational Programs, effective May 31, 1986.

7. Early Childhood Laboratory
   Ms. Kimberly Anne Fuller, Kindergarten Teacher, effective June 27, 1986.

   Ms. Sandra Kay Provan, Infant Teacher, effective June 30, 1986.

8. Department of Health and Physical Education

   Mr. Daniel J. Kaspar, Part-time Instructor in Health and Physical Education and Assistant Basketball Coach, effective June 16, 1986.

9. Department of Physics
   Mr. Robin Alan Haines, Laboratory Coordinator, effective May 29, 1986.
10. University Affairs

Ms. Deborah Harmon, Police Officer I, effective June 2, 1986.

Dr. Bonita Jacobs, Director of Residence Life, effective July 3, 1986.

Dr. William Porter, Dean of Student Development, effective July 22, 1986.

Ms. Stella Richey, Senior Secretary in Intercollegiate Athletics for Men, effective April 4, 1986.

86-111
Upon motion of Regent Hile, seconded by Regent Garner, with all members voting aye, it was ordered that the following request for leave of absence be granted.

1. Department of Art

Mr. Piero Fenci, Associate Professor in Art, leave without pay, effective fall semester, 1986, only.

86-112
Upon motion of Regent Haynes, seconded by Regent Wooten, it was ordered that the following retirements be approved.

1. Department of Administrative Services

Mr. Charles William Logan, Instructor in Administrative Services, effective May 3, 1986.

2. School of Forestry

Mr. Ellis V. Hunt, Associate Professor in Forestry, effective May 31, 1986.

3. Graduate Office

Ms. Marilyn Odom, Administrative Assistant to Dean of Graduate School, effective August 31, 1986.

4. Department of Physics

Dr. John P. Decker, Professor in Physics, effective May 31, 1986.

5. Department of Political Science and Geography

Dr. Wesley Sisson Chumlea, Associate Professor in Political Science, effective May 31, 1986.
86-113
Upon motion of Regent Hile, seconded by Regent Garner, with all members voting aye, it was ordered that the following award of tenure be approved:

1. Department of Communication

Dr. Heber Taylor, Professor in Communication and Chairman, Department of Communication, effective September 1, 1986.

86-114
Upon motion of Regent Moore, seconded by Regent Wooten, with all members voting aye, it was ordered that the following promotions be honored:

1. Dr. John Whitt, Professor Emeritus of Accounting, effective September 1, 1986.

2. Dr. Edwin W. Gaston, Jr., Professor Emeritus of English, effective September 1, 1986.

86-115
Upon motion of Regent Bryce, seconded by Regent Moore, with all members voting aye, it was ordered that the holiday schedule for University employees on a twelve-month basis be approved as listed below:

1986

Monday, September 1  
Thursday, November 27  
Friday, November 28  
Wednesday, December 24  
Thursday, December 25  
Friday, December 26  
Monday, December 29  
Tuesday, December 30  
Wednesday, December 31

1987

Thursday, January 1  
Friday, January 2  
Wednesday, March 18  
Thursday, March 19  
Friday, March 20  
Friday, April 17
Upon motion of Regent Garner, seconded by Regent Hile, with all members voting aye, it was ordered that the Policy and Procedure for Reduction in Force for Non-Academic Employees be adopted as presented. See page 20 for Reduction in Force Policy.

Upon motion of Regent Bryce, seconded by Regent Wooten, with all members voting aye, it was ordered that the last class day enrollment report for the spring semester of 1986 be approved as submitted at the meeting.

Upon motion of Regent Bryce, seconded by Regent Wooten, with all members voting aye, it was ordered that the Parking and Traffic Regulations, 1986-87, be approved as submitted. See page 23 for copy of these regulations.

Upon motion of Regent Moore, seconded by Regent Haynes, with all members voting aye, it was ordered that the General Bulletin for 1986-87 be approved, as submitted.

Upon motion of Regent Hile, seconded by Regent Wooten, with all members voting aye, it was ordered that the following budget adjustments for FY 86 be approved:

<table>
<thead>
<tr>
<th>Account No.</th>
<th>Account Name</th>
<th>Explanation</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>No. 5615</td>
<td>UC Programs</td>
<td>Transfer from UCP income acct. to expenditure acct.</td>
<td>$18,500</td>
</tr>
<tr>
<td>No. 5295</td>
<td>Physical Plant Department</td>
<td>Installation of sign for Bryce Stadium</td>
<td>11,358</td>
</tr>
</tbody>
</table>

Source of Funds: Auxiliary Enterprise Surplus

Upon motion of Regent Garner, seconded by Regent Haynes, with all but one member voting aye, M. M. Stripling abstained, it was ordered that the University Bank Depository Contracts be approved for one year, September 1, 1986, through August 31, 1987, and that the Chairman of the Board be authorized to sign the contracts with the following banks and savings and loan associations:
Commercial National Bank, Nacogdoches, Texas
Fredonia State Bank, Nacogdoches, Texas
Stone Fort National Bank, Nacogdoches, Texas
First City National Bank, Lufkin, Texas
Republic Bank of Lufkin, Lufkin, Texas
Superior Savings Association, Nacogdoches, Texas
First Federal Savings and Loan Association, Nacogdoches, Texas
Guaranty Federal Savings and Loan Association, San Antonio, Texas

and that the administration be authorized to purchase
Certificates of Deposit from the depository institutions,
or purchase U. S. Treasury Bills, in order to invest cash funds to the maximum benefit of the University.

86-122
Upon motion of Regent Garner, seconded by Regent Wooten, with all members voting aye, it was ordered that the biennial legislative appropriations request for FY 1988 in the amount of $35,454,524 and $37,984,305 for FY 1989 be approved, as submitted under separate cover.

86-123
Upon motion of Regent Bryce, seconded by Regent Wooten, with all members voting aye, it was ordered that the following persons be authorized to approve travel requests by University employees for the period August 1, 1986, through August 31, 1987:

Dr. William R. Johnson, President
Dr. James V. Reese, Vice President for Academic Affairs
Mr. Don L. Henry, Vice President for Administrative and Fiscal Affairs
Dr. Baker Pattillo, Vice President for University Affairs

86-124
Upon motion of Regent Garner, seconded by Regent Haynes, with all members voting aye, it was ordered that a fee charge for Certification Plans for postgraduates seeking teaching certificated be approved according to the following schedule:

1. Jamison Bill Certification Plans  $40.00
2. Out-of-state graduates  20.00
3. Foreign transcripts  40.00
4. Deficiency Plan for TEA  20.00
5. Endorsement Plans  10.00
86-125
Upon motion of Regent Bryce, seconded by Regent Hile, with all members voting aye, it was ordered that a lease of a tract of land, on the east side of the campus, adjacent to the Pinecrest Subdivision, consisting of approximately one-half acre and an easement and right of way for access to the leased area and for a water line be granted to the City of Nacogdoches. See page 41 for description of property.

86-126
Upon motion of Regent Hile, seconded by Regent Garner, with all members voting aye, it was ordered that Blum Consulting Engineers of Dallas be employed to prepare plans to replace the cold and hot fiberglass water lines which have developed leaks at Power Plant I and that the Administration be authorized to take bids on the project and the President be authorized to sign the contract with the approval of the Chairman and Executive Committee.

Source of Funds: Higher Education Assistance Funds.

86-127
Upon motion of Regent Hile, seconded by Regent Garner, with all members voting aye, it was ordered that the Administration request the Attorney General of Texas to allow Stephen F. Austin State University to proceed on its own to sue or submit to arbitration for damages and other appropriate relief any or all of the following parties for the repair of the hot water piping systems for Power Plant I to Liberal Arts North and the Ferguson Building:

1. Friberg Associates, Incorporated
2. Thermcor, Incorporated
3. Fiberglass Resources Corporation
4. Sumners, Incorporated
5. Koch Fiberglass Products
6. Any other responsible party

86-128
Upon motion of Regent Hile, seconded by Regent Bryce, with all members voting aye, it was ordered that the General Counsel be authorized to proceed to make demand from those companies listed in section 86-127 for all losses sustained because of hot water piping system failure under the Deceptive Practice Act.

86-129
Upon motion of Regent Wooten, seconded by Regent Moore, with all members voting aye, it was ordered that the Administration be authorized to renovate the Early Childhood area of the Home Economics North Building for an estimated cost of $23,000.

Source of Funds: Higher Education Assistance Funds
Upon motion of Regent Haynes, seconded by Regent Garner, with all members voting aye, it was ordered that the allocation for site work on the Stephen F. Austin statue project be increased by $12,500.

Upon motion of Regent Garner, seconded by Regent Haynes, it was ordered that the administration be authorized to make certain improvements in the press box at Homer Bryce Stadium at a cost not to exceed $36,500.

Upon motion of Regent Bryce, seconded by Regent Garner, with all members voting aye, it was ordered that the purchase of the Tucker property for a sum of $775,000, as per the contract executed by the President and the Chairman of the Board be ratified. See page 45 for contract.

Upon motion of Regent Wooten, seconded by Regent Garner, with all members voting aye, it was ordered that meeting be adjourned at 11:00 a.m.
Policy and Procedure for Reduction in Force of Non-Academic Employees

Purpose

The purpose of this policy and procedure is to establish a process for effecting a reduction in force.

Definition

A reduction in force is defined as a layoff of a segment of the work force due to a lack of work, reduction in funding, or reorganization. It is an involuntary termination of employment not involving delinquency or misconduct.

Determination

The President of the University may implement a reduction in force in order to meet operating expenses and maintain sound reserves without diminishing capital or generating unwise or impermissible indebtedness. Prior to the implementation, the President shall consult with the Vice Presidents and other administrators of the President's choice. The consultation shall include a discussion of:

1. anticipated income and expenditures;
2. retrenchment measures which have been taken;
3. reasonable alternatives to reduction in force; and
4. any other matter the President deems appropriate.

Policy

1. Regular, full-time employees will be given preference for retention over probationary, part-time, or temporary employees.

2. Length of service with the University, ability to perform the work remaining in the affected department, and critical skills required for the remaining work shall be weighed equally in selecting employees for layoff.

3. The University will make every effort to place potentially affected employees in vacant positions for which they qualify.

4. Employees who are laid off as a result of a reduction in force will be given priority consideration for vacant positions for which they qualify.

5. If there are no suitable job openings at the University, the Personnel Services Office will provide reasonable assistance to affected employees in finding positions outside the University.

Procedure

1. A director or other administrator instructed by the President to accomplish a reduction in force will prepare a Work Force Profile on all employees in the affected department or program. The Work Force Profile shall indicate the number of positions to be abolished, discontinued, or vacated, and the names, job titles, length of service, and classification (temporary, probationary, or full-time, regular) of the affected employees.
2. The director or other administrator shall list the employees recommended for separation on a Reduction-in-Force Roster and forward the roster and the Work Force Profile through the appropriate Vice President to the Director of Personnel Services.

3. The Director of Personnel Services shall review and certify that the Reduction-in-Force Roster complies with the provisions of the reduction-in-force policy.

4. After certification by the Director of Personnel Services, the roster for every affected department shall be sent to the President for final approval.

5. Upon approval by the President, the director or other administrator of the department will meet with each affected employee, review the reason for the reduction in force, provide the employee with written notification of separation, and refer the employee to the Personnel Services Office. Whenever possible, a written notification should be given at least thirty (30) days prior to the effective date of the reduction in force.

6. In the Personnel Services Office, each affected employee will complete a new application. The Personnel Services Office will review the application and interview the employee.

7. If there are suitable openings with the University, the employee will be referred to those job vacancies for which the employee is qualified.

8. If there are no suitable openings, the University may replace an employee in one department with an employee who has more seniority in the same or other department. The University may exercise this option in cases where both employees are in the same or similar job classification according to the University's validated job descriptions, or the employee will be provided with placement assistance for positions outside the University. The affected employee who is transferred under this option shall receive the compensation budgeted for the position to which the employee has been transferred.

9. The Personnel Services Office will provide each affected employee with information regarding unemployment benefits from the Texas Employment Commission and other available assistance.

10. Employees who are laid off as a result of a reduction in force will be recalled to the next available position for which they qualify. The right to recall shall be granted on a priority basis. Length of service to the University, ability to perform the work in the affected department, and critical skills required for the work shall be weighed equally in selecting employees for recall.

11. A notice of recall shall be sent to affected employees at the last known address according to University records.

12. A reasonable period of time not to exceed seven (7) days will be allowed for the affected employee to reply. The University may grant written extension when there are extenuating circumstances.

13. The right to recall shall cease six (6) months after layoff.

14. An employee on layoff from the University who rejects a recall or job offer for a position for which he or she qualifies shall forfeit further rights to recall.
15. Each employee who is laid off as a result of a reduction in force may appeal the decision in accordance with the Procedure for Category I Grievances under the Grievance and Appeals Procedure for Non-Academic Employees. The appeal shall begin at Step Three. The burden of proof is on the employee, and the scope of the review is limited to the opportunity for the employee to establish that the layoff was made on a constitutionally impermissible or unlawful basis or an arbitrary or capricious basis, or that this policy and procedure was substantially violated.
VEHICLE TRAFFIC AND PARKING REGULATIONS

GENERAL INFORMATION

A. These regulations are approved by the Board of Regents of Stephen F. Austin State University.

B. The University Police Department has the responsibility and legal authority for the enforcement of the traffic and parking regulations listed in this booklet.

C. The University considers the use of a vehicle on campus a convenience and is not obligated to furnish unlimited parking space to accommodate all vehicles. The University will, however, attempt to provide a reasonable number of parking spaces in keeping with available resources.

D. Every person operating a motor vehicle on University property is held responsible for obeying all University traffic and parking regulations as well as all city and state parking and traffic regulations.

E. The term "University property" is interpreted to include all properties under the control and jurisdiction of the Board of Regents of Stephen F. Austin State University.

F. The term "visitor" is interpreted to mean an individual with no official connections with Stephen F. Austin State University as a student, faculty, staff member, or employee of private contractors assigned to Stephen F. Austin State University campus.

G. Visitor parking is set aside for special interest areas of the University. THESE SPACES MAY NOT BE UTILIZED BY UNIVERSITY PERSONNEL, STUDENTS, OR EMPLOYEES OF PRIVATE CONTRACTORS ASSIGNED TO STEPHEN F. AUSTIN STATE UNIVERSITY CAMPUS. These spaces are reserved for bonafide visitors to the University. Visitors should obtain a visitor parking permit from the University Permit & Citation Office or Information Booth on Vista Drive.

H. Handicapped parking is provided in many parking lots on campus. THESE SPACES ARE RESERVED 24 HOURS A DAY, SEVEN (7) DAYS A WEEK FOR THE HOLDERS OF HANDICAPPED PARKING PERMITS.
I. If a different vehicle must be registered, the remnants of the old permit must be presented to the University Permit & Citation Office to obtain a replacement permit for $1.00. If no old permit is presented, the regular fee will be charged.

J. Should a parking permit become mutilated or obliterated in any way, a new permit must be obtained from the University Permit & Citation Office. When the remnants of the old permit are presented, a replacement will be issued for $1.00.

K. The University Police Department offers escort service upon request between dusk and dawn to individuals requiring transportation to and from dorms, academic buildings and/or vehicles. To receive escort, request in person at the University Police Department, or by telephone at 568-2608.

The University Police Department also provides escort 24 hours a day to local hospitals for emergencies.

For further information on the escort service, call the University Police Department at 568-2608.

L. If a vehicle becomes disabled and cannot be parked in its assigned area, it must be reported to the University Police Department. The fact that the vehicle is disabled will be recorded and an officer will either render assistance or authorize temporary parking. Temporary parking will only be authorized for 24 hours or less. If parking for a longer period is necessary it must be renewed at 24 hour intervals. Temporary parking will not be authorized in areas that are not parking spaces (tow away or no parking zones, etc.) or in Handicap Parking.

M. A permit may not be displayed on a disabled vehicle. For these purposes, a disabled vehicle is a vehicle that has been disabled for more than three weeks.

O. Services such as jump starts and unlocking vehicles are offered by the University Police Department as time permits. The University Police Department does not change flats, push cars or perform any major automotive service.
VEHICLE REGISTRATION

A. All faculty, staff, students (full or part-time), or employees of private contractors assigned to Stephen F. Austin State University property, who operate a vehicle on University property, regularly or occasionally, are REQUIRED to obtain a parking permit. Vehicles may be registered in the Permit & Citation Office at the University Police Department between 7:30 a.m. and 5:00 p.m. Monday through Friday.

B. The registration of all vehicles operated on campus is required, but registration in itself is no guarantee of a parking space near the place where one works, resides or attends classes. The responsibility of finding a LEGAL parking space rests with the vehicle operator and lack of space is not a valid excuse for violations of any parking regulations. Visitors will be provided permits as required by Rule E, pg. 4.

C. A permit must be obtained for each academic year or portion thereof.

D. Permits for the current academic year may be obtained at any time during the academic year. Persons may obtain permits for the next academic year beginning July 1 for faculty, staff, and employees of private contractors assigned to campus and August 1 for students.

E. A permit must be displayed on the vehicle no later than the first University business day that the vehicle is brought on campus.

F. A permit must be displayed as designated by the University Police Department. Only the permit for the current academic year should be displayed.

G. Vehicles owned by students may not normally be registered in the name of a faculty or staff member.

H. Faculty, staff, or employees of private contractors assigned to Stephen F. Austin State University campus changing permit status or students changing permit status or vehicles must obtain a new permit no later than the first University business day after the change takes place.

If an identifying portion of the original permit is presented at the time of replacement, replacement
permits will be issued for $1.00 each. Otherwise the regular fee will be charged. A vehicle should not be sold with the parking permit still displayed.

I. The permit holder is held responsible for all violations. A citation is not excused on the plea that another person was driving the vehicle.

J. Fee for vehicle registration:

1. Faculty, Staff, or Private Contractor
   a. Full Year First Vehicle $25.00
   b. After Jan. 1 First Vehicle 15.00
   c. Summer

2. Residence Hall
   a. Full Year First Vehicle $15.00
   b. After Jan. 1 First Vehicle 10.00
   c. Summer

3. Units I, II, III and University Apartments
   a. Full Year First Vehicle $15.00
   b. After Jan. 1 First Vehicle 10.00
   c. Summer

4. Commuters (Off Campus Residents)
   a. Full Year $ 5.00
   b. After Jan. 1 5.00
   c. Summer

REQUIRED DISPLAY OF PERMIT

Registration is not complete until a current registration permit is properly displayed as follows:

A. Proper Display
   To be properly displayed, the permit must be permanently affixed in the position listed below for vehicle type. Taping or clipping the permit is not considered as permanent placement (except visitor permit and temporary permit).

1. Pickups with screens in rear windows or campers, convertibles, vehicles with tinted rear glass or
rear window louvers must display an exterior parking permit. Permit must be displayed in the lower left-hand corner (driver's side) of rear window or the left side of rear bumper.

2. Motorcycles must display an exterior permit. Permit must be displayed where it can be seen without difficulty.

3. All other vehicles must display a permit on the inside, in the lower left-hand corner (driver's side) of rear window.

4. Faculty and staff permits shall be displayed from the rear view mirror in a manner to be visible from both the front and rear of the vehicle. Faculty and staff permits may be displayed on any vehicle to be used by the permit holder.

B. Permit Not Transferable
A permit is not transferable from the person to whom it is issued. A student permit is not transferable from the vehicle for which it is issued. Faculty, Staff, or Private Contractor permits may be moved from one vehicle to another and can be displayed on any vehicle used by the permit holder. Resale of parking permits is prohibited and will be considered as a false or fictitious permit.

TYPES OF PERMITS

A. Permanent Permits

1. Faculty, Staff, or Private Contractor

These permits are issued to full-time employees of the University, to full-time employees of private contractors assigned to the campus or as authorized by the Chief of Police. These permits designate a particular lot assignment. Holders of this type of permit may use available faculty and staff spaces outside their assigned lots to conduct University business on a temporary basis. These permits must be returned to the Permit & Citation Office if employment on campus ceases.

2. Residence Hall

These permits are issued to students who live in residence halls. Holders of these permits may
park in any area designated as "Residence Hall" parking or "All permit" area parking.

3. Units and University Apartments

These permits are issued to residents of Units I, II, and III, Starr, Garner, Old Raguet, New Raguet, Clark, and University Woods Apartments. Holders of these permits may park in any area designated as "Apartment" parking or "All Permit" area parking.

4. Commuters (Students Not Living in University Housing)

These permits are issued to students not living in University housing or faculty, staff or students who wish to park in areas designated as "All Permit" parking areas. Holders of these permits may park in areas designated as "All Permit" area parking.

B. Handicapped Permits

1. Handicapped Permits are issued by the County Tax Assessor-Collector in the Nacogdoches County Courthouse.

2. Only vehicles displaying a Handicapped Permit may park in "Reserved for Handicapped" parking spaces.

C. Temporary Permits

1. Substitute Vehicle

If a vehicle other than the vehicle registered with the University must be parked on campus, a temporary permit must be obtained at the Permit & Citation Office no later than the first University business day the vehicle is brought on campus. These permits are free of charge to holders of regular parking permits.

2. Short Term Vehicle

Operators not having a vehicle registered with the University who need to operate a vehicle on campus for a short period of time may purchase a temporary permit for $1.00 per week. This permit must be obtained at the Permit & Citation Office.
no later than the first University business day
the vehicle is brought on campus.

3. Loading and Unloading Permit

A temporary permit may be obtained at no charge
for loading or unloading heavy equipment,
supplies, bulky class projects, etc., in an area
other than the area designated on one's regular
permit. These permits may be obtained at the
Permit & Citation Office.

4. Temporarily Disabled Permit

A temporary permit may be obtained to allow
persons who are temporarily disabled to park in
areas other than the area designated on one's
regular permit. Applications for this permit must
be accompanied by a medical form available at the
Permit & Citation Office. Parking assignments
will be made in keeping with available resources.

D. Visitor Parking

Visitors should obtain a "Visitor Permit" from the
Permit and Citation Office or Information Booth and
display it on their vehicle while parking on campus.
There is no charge for this permit.

E. Bicycle Permits

The University does not require bicycles to be
registered, however, the University Police Department
encourages bicycle owners to obtain a bicycle permit
for identification purposes. There is a $1.00 charge
for this permit.

PARKING REGULATIONS

A. The University reserves the right to enforce parking
and traffic regulations:

1. through the issuance of citations and the
   collection of fees for offenses.

2. through the impoundment of vehicles in place or
the removal by towing of vehicles interfering with
the movement of vehicular or pedestrian traffic or involved in specified parking offenses.

3. by the suspension or revocation of permits for repeated offenses.

4. by barring re-admission of any student for non-payment of outstanding fees.

5. by withholding a student’s official transcript and diploma.

6. by other such methods as are commonly employed by city or state police in the control of traffic.

B. Responsibility for finding authorized parking space rests with the motor vehicle operator.

C. Parking areas are designated by metal signs. These signs indicate the type of permit holder for which the area is reserved. Certain lots are reserved for permit holders assigned to that lot only.

D. Parking areas are generally reserved for the type of permit holder indicated by signs from 6:00 a.m. to 4:00 p.m., Monday through Friday, except as otherwise designated.

E. Unpaid charges for parking offenses are recorded in the name of the person who has registered the vehicle with the University Police Department or in the name of the person in whose name the vehicle is registered with some official state motor vehicle registration department or agency.

NOTE: If a student has the same family name and/or home address as the registered owner, then the unpaid charges on non-permitted vehicles will be recorded in the student’s name.

F. A physically disabled person with a temporary "Special" permit may park only in those areas specified on the permit by the Permit & Citation Office.

G. Several curb-side spaces, regardless of the type area in which they are located, are reserved 24 hours a day, seven (7) days a week for holders of "Handicapped" permits.

H. Several curb-side spaces regardless of the type area in which they are located, are reserved 24 hours a day,
seven (7) days a week for service vehicles, Residence Hall Directors, or as loading zones.

I. Several curb-side spaces too small for conventional vehicles have been designated for motorcycles by curb markings. Spaces so marked are for two-wheeled motor vehicles only.

J. Certain parking spaces have been designated as "20 minute" parking spaces. These spaces are so designated to provide short-term parking for business access to the post office, University Center offices and other designated areas. Overparking in these spaces is prohibited. Citations may be issued for each 21 minute segment of overparking.

K. All vehicles, except motorcycles, must park head-in and within a defined space in lots and streets having angle or head-in parking.

L. Vehicles are prohibited at all times from parking in reserved spaces without a proper permit, no parking zones, tow-away zones, fire lanes, crosswalks, loading zones or service driveways, on lawns, curbs or sidewalks, barricaded areas or in any manner which obstructs the flow of vehicular or pedestrian traffic.

M. Students, faculty, staff and employees of private contractors assigned to Stephen F. Austin State University are expected to be familiar with and abide by these regulations at all times. The fact that a certain citation is not issued when a vehicle is illegally parked does not mean or imply that the regulation or law is no longer in effect.

N. The responsibility for obtaining knowledge of all laws and regulations in force rests with the motor vehicle operator.

VIOLATIONS AND ENFORCEMENT OF PARKING REGULATIONS

A. General Violations

1. Parks a vehicle displaying a valid permit, but in violation of lot or area assignment

   Fee: $6.00 plus impounding fee if vehicle is impounded in place
ABOVE PARKING CONTROL WILL APPLY FROM 6:00 A.M. TO 4:00 P.M., MONDAY THROUGH FRIDAY.

2. Parks backwards in a parking space
   Fee: $6.00

3. Fails to properly display a valid parking permit
   Fee: $6.00 plus impounding fee if vehicle is impounded in place and vehicle must be registered if owner or operator is faculty, staff, student, or employee of a private contractor assigned to campus.

4. Does not park properly within the lines of a parking space.
   Fee: $6.00

ABOVE PARKING CONTROLS WILL APPLY 24 HOURS A DAY, SEVEN (7) DAYS A WEEK.

5. Parks in a space designated "20 minute parking" for more than 20 minutes
   Fee: $6.00 plus impounding fee if vehicle is impounded in place. A citation may be issued for each 21 minute segment of overparking.

ABOVE PARKING CONTROL WILL APPLY FROM 6:00 A.M. TO 4:00 P.M., MONDAY THROUGH FRIDAY.

B. Flagrant Violations

1. Parks in a reserved space without displaying a proper permit.
   Fee: $12.00 plus impounding fee if vehicle is impounded in place or tow fee if vehicle is removed by tow away.

2. Parks a vehicle in a no parking zone.
   Fee: $12.00 plus impounding fee if vehicle is impounded in place or tow fee if vehicle is removed by tow away.
3. Parks in any manner which obstructs vehicular traffic.
   Fee: $12.00 plus impounding fee if vehicle is impounded in place or tow fee if vehicle is removed by tow away.

4. Parks in any manner which obstructs a crosswalk.
   Fee: $12.00 plus impounding fee if vehicle is impounded in place or tow fee if vehicle is removed by tow away.

5. Parks in a fire lane.
   Fee: $12.00 plus impounding fee if vehicle is impounded in place or tow fee if vehicle is removed by tow away.

6. Parks in a tow away zone.
   Fee: $12.00 plus impounding fee if vehicle is impounded in place or tow fee if vehicle is removed by tow away.

7. Parks in a loading zone or service driveway.
   Fee: $12.00 plus impounding fee if vehicle is impounded in place or tow fee if vehicle is removed by tow away.

8. Parks on a lawn, curb, sidewalk or other area not set aside for parking.
   Fee: $12.00 plus impounding fee if vehicle is impounded in place or tow fee if vehicle is removed by tow away.

9. Parks on campus while parking privileges are suspended.
   Fee: $12.00 plus impounding fee if vehicle is impounded in place or tow fee if vehicle is removed by tow away.

10. Moves any barricade or parks within any barricaded area.
    Fee: $12.00 plus impounding fee if vehicle is impounded in place or tow fee if vehicle is removed by tow away.
11. Uses a forged, altered, false or fictitious permit.
   
   Fee: $12.00 plus impounding fee if vehicle is impounded in place or tow fee if vehicle is removed by tow away.

12. Falsifies or alters vehicle registration information.
   
   Fee: $12.00 plus impounding fee if vehicle is impounded in place or tow fee if vehicle is removed by tow away.

13. Parks in a "Reserved for Handicapped" parking space without displaying a proper permit.
   
   Fee: $12.00 plus impounding fee if vehicle is impounded in place or tow fee if vehicle is removed by tow away.

   
   Fee: $12.00 plus impounding fee if vehicle is impounded in place or tow fee if vehicle is removed by tow away.

ABOVE PARKING CONTROLS WILL APPLY 24 HOURS A DAY, SEVEN (7) DAYS A WEEK.

C. Citations for Parking Violations

1. Citations will be issued to vehicles for violation of parking regulations.

2. Fees for parking violations may be paid in person at the University Permit & Citation Office located in the University Police Department Building between 7:30 a.m. and 5:00 p.m. Monday through Friday or mailed to:

   University Permit & Citation Office
   P.O. Box 13062 SPA
   Nacogdoches, Texas 75962

D. Impoundment in Place

1. A vehicle may be impounded in place if:
   a. it is engaging in a violation; or
b. the owner or operator violates the terms of a conditional release.

2. A vehicle impounded in place shall be released if:
   a. the owner or operator pays for all outstanding citations on the vehicle plus a fee of $7.50.
   b. the University Chief of Police authorizes the release of the vehicle.

3. Fees for impoundment in place must be paid in person at the Permit and Citation Office between 7:30 a.m. and 5:00 p.m. Monday through Friday or the Police Dispatch Office after 5:00 p.m. and on Saturday and Sunday.

E. Tow Away

1. A vehicle impounded in place may be towed away if:
   a. disposition of all citations for the vehicle is not made within three (3) days of the impoundment;
   b. the owner or operator removes or attempts to remove the impounding equipment attached to the vehicle.

2. A vehicle may be towed away if the owner or operator:
   a. parks in any manner which obstructs vehicular traffic;
   b. parks in any manner which obstructs a crosswalk;
   c. parks in a loading zone or service driveway;
   d. parks in a no parking zone;
   e. parks in a fire lane;
   f. parks in a tow away zone;
   g. parks on campus while parking privileges are suspended;
   h. moves any barricade or parks in any barricaded area;
   i. parks in a reserved space without displaying proper permit;
   j. parks in a "Reserved for Handicapped" space without displaying a proper permit;
   k. violates the terms of a conditional release;
   l. parks in violation of the directions of a Traffic Control Officer; or
   m. is engaging in a violation and has been previously impounded during the current academic year.
3. A vehicle that has been removed by tow away shall be released if:
   a. the owner or operator of the vehicle pays the fees for all outstanding citations on the vehicle plus a commercial wrecker service fee of $30.00 and storage charges of $3.00 per day after the first 48 hours; or
   b. the University Chief of Police authorizes the release of the vehicle.

4. When the removal of a vehicle has been authorized and the owner or operator of the vehicle appears at the vehicle after the wrecker has arrived and the wrecker driver has made a hook-up or signed the tow order for custody of the vehicle, the vehicle shall not be towed away if the owner or operator:
   a. presents proof of the proper disposition of all outstanding citations on the vehicle;
   b. pays the wrecker driver a fee of $10.00 in lieu of towing; and
   c. agrees to move the vehicle.

5. When the removal of a vehicle has been authorized and the owner or operator appears at the vehicle before the arrival of the wrecker, the vehicle shall not be towed if the owner or operator:
   a. presents proof of the proper disposition of all outstanding citations on the vehicle; and
   b. agrees to move the vehicle.

6. No vehicle may be towed away without the express authority of the University Chief of Police or his designated representative.

7. Fees for tow away must be paid in person at the Permit and Citation Office between 7:30 a.m. and 5:00 p.m. Monday through Friday or the Police Dispatch Office after 5:00 p.m. and on Saturday and Sunday.

F. Suspension of Parking Privileges

1. Traffic and Parking Regulations are rules and regulations adopted by the Board of Regents under the authority of the Education Code. All vehicles operated on the properties of the University are required by law to comply with University Rules and Regulations.
Notices of parking violations constitute a suspension of parking privileges and any fee assessed is for reinstatement of parking privileges for operators of vehicles registered with the University.

All violations involving registration of vehicles operated on the properties of the University are violations of the law and University Rules and Regulations. Disposition of these citations at the University is a privilege extended by the University which may be withdrawn at the University's option.

Violation of University Traffic and Parking Regulations is a misdemeanor punishable by a fine of up to $200.00.

Any parking violation may be filed in a Justice or Municipal court as a violation of University Rules and Regulations.

2. Violation of suspension of parking privileges shall result in impoundment in place or removal of the vehicle by tow away.

G. Appeal of Citation

If a person receives a citation and believes it is unwarranted, he or she may enter a plea of not guilty at the University Police Department. All pleas must be entered at the University Police Department within seven (7) class days of the date of the citation. Appeal forms and other information may be obtained at the Permit & Citation Office in the University Police Department.

Student citations shall be appealed through the Student Traffic Appeals Board. Faculty and staff citations shall be appealed through the Faculty/Staff Appeals Board.

BICYCLE REGISTRATION AND REGULATIONS

A. Registration

1. The University does not require the registration of bicycles, however, owners are encouraged to
have bicycles marked for identification purposes at the University Police Department.

a. The University Police Department will record bicycle serial number and description and issue a bicycle permit for a $1.00 charge; or

b. The University Police Department will record bicycle serial number and description and make available an engraving tool to mark bicycles for identification. There is no charge for this service.

B. Regulations

1. Every person operating a bicycle on University property must give the right-of-way to pedestrians at all times, keep to the right of the roadway and obey all traffic signals.

2. Bicycles may not be parked on sidewalks or in University buildings at any time. Bicycles are to be parked in bicycle racks or chained to light poles or other stationary structures. Bicycles may not be left on porches or walkways and may not be chained to trees, shrubs, art objects, handrails or stairways.

3. Bicycles parked in violation may be impounded and removed to the University Police Department and a $5.00 fee charged for release.

TRAFFIC REGULATIONS

A. Speed Limits: The speed limit within the campus area is 20 MPH unless otherwise posted, except the speed limit for all parking lots is 10 MPH.

B. Moving Violations: All vehicles driven on SFASU property are subject to all University traffic regulations, State of Texas Motor Vehicle Codes and City of Nacogdoches Motor Vehicle Laws. Moving violations may be issued on a City of Nacogdoches Traffic Citation or filed in the office of the Justice of the Peace Precinct #1.
C. Right-of-Way: Pedestrians have the right-of-way at all marked crosswalks. Motor vehicle operators must yield the right-of-way to pedestrian traffic in marked crosswalks.

UNIVERSITY POLICE

The governing board of Stephen F. Austin University is authorized to employ campus police personnel. Such officers are commissioned as peace officers and are vested with all powers, privileges and immunities of peace officers in the performance of their duties.

All persons on University property are required to identify themselves to such officers when requested. Failure to produce identification upon request of an officer may result in arrest and appearance before a magistrate.

The University Police shall be vested with the authority to refuse to allow persons having no legitimate business to enter upon any property under the control and jurisdiction of Stephen F. Austin State University and to eject any unauthorized persons from said property upon their refusal to leave peaceably upon request.

The University Police are authorized to enforce the Texas Motor Vehicle Code, the Texas Penal Code, the applicable Ordinances of the City of Nacogdoches, the parking and traffic regulations of the University and all other laws.

All accidents, thefts, and other offenses that occur on University property or anywhere within the campus area should be reported to the University Police immediately. Accident reports should be made prior to moving vehicles. One vehicle accidents should also be reported. ALWAYS KEEP YOUR VEHICLE LOCKED. The University Police are anxious to assist any student, faculty or staff member, or visitor at anytime. The University Police Number is 568-2608.
FOR EMERGENCIES

SPASU Police * 568-2608

IMPORTANT TELEPHONE NUMBERS

Campus Operator * Dial "0"
SPA Health Clinic * 568-4008
University Police Department Administrative Numbers * 568-2613
* 568-2617
* 568-2607
* 568-2615
* 568-2616
Permit & Citation Office
Nacogdoches Fire Department 564-4621
Nacogdoches Police Department 564-0404
Highway Patrol 560-7777
Ambulance 564-1173
Memorial Hospital 564-4611
Medical Center Hospital 569-9841

* Numbers on Campus Centrex - Dial last four digits only if calling from an on-campus phone.
SURVEYED FOR
City of Nacogdoches

All that certain tract or parcel of land lying and being situate in the City of Nacogdoches, Nacogdoches County, Texas, being Part of LOT 3, City Block 54 and a 88.275 acre tract described in a conveyance (condemnation) from Ed Hogan, et al to SFASU, dated July 11, 1969 and being more particularly described as follows:

BEGINNING at a ½" iron rod set for corner on the NBL of said Lot 3 and 88.275 acre tract and the SBL of Pinecrest Subdivision (recorded in Vol. 2, Pg. 49 of the Map and Plat Records of Nacogdoches County, Texas), said beginning corner being S85° 37' 19" E, 537.62 feet from the SWC of Pinecrest Subdivision;

THENCE S85° 37' 19" E, 100.00 feet with the NBL of said Lot 3 and 88.275 acre tract and the SBL of Pinecrest Subdivision to a ½" iron rod set for corner on the West margin of a pipeline;

THENCE S21° 39' 16" E, 168.54 feet with the West margin of said pipeline to a ½" iron rod set for corner;

THENCE N79° 06' 15" W, 175.10 feet to a ½" iron rod set for corner;

THENCE N04° 22' 41" E, 131.57 feet to place of BEGINNING, containing 0.44 acres.

ACCESS ROAD EASEMENT TO WATER TOWER SITE

THERE IS conveyed a 30 foot access easement adjacent to, parallel with, and 15 feet both sides of the following described centerline:

BEGINNING at a point S04° 22' 41" W, 15.00 feet from the NWC of the above described tract;

THENCE as follows:

N85° 37' 19" W, 462.62 feet;

Southerly, 117.81 feet with a curve to the left having a central angle of 90° 00' 00", a radius of 75.00 feet, and a chord of S49° 22' 41" W, 106.07 feet;

S04° 22' 41" W, 59.84 feet;

Southerly, 130.59 feet with a curve to the right having a central angle of 59° 49' 51", a radius of 125.06 feet and a chord of S34° 17' 37" W, 124.74 feet to the centerline of a existing asphalt drive.

I, Steve Roan, a duly registered public surveyor for the state of Texas do hereby certify that the above field notes are true and correct and are a result of a survey done by me on the ground this 16th day of April, 1986. ANY USE OR CHANGES IN THESE FIELD NOTES BY OTHER PARTIES SHALL BE AT THEIR RISK AND THE UNDERSIGNED IS NOT RESPONSIBLE FOR DAMAGES RESULTING THEREFROM.

R.P.S. No. 2043

[Signature]
WATER LINE EASEMENT FROM WATER TOWER SITE TO UNIVERSITY DRIVE
SURVEYED FOR
City of Nacogdoches
30 FOOT PERMANENT WATER LINE EASEMENT
LOT 3, CITY BLOCK 54

All that certain 30 foot water line easement lying and being situate in the City of Nacogdoches, Nacogdoches County, Texas on and across LOT 3, CITY BLOCK 54 and a 68.275 acre tract described in a conveyance (condemnation) from Ed Hogan to SFASU, dated July 11, 1969 and being adjacent to, parallel with and 15 feet both sides of the following described centerline:

BEGINNING at a point 15 feet perpendicular from the NBL of said Lot 3 and 68.275 acre tract and the SBL of Pinecrest Subdivision (recorded in Vol. 2, Pg. 49 of the Map and Plat Records of Nacogdoches County, Texas), said beginning point being S85 37'19"E, 537.62 feet and S04 22'41"W, 15.00 feet from the SMC of Pinecrest Subdivision;

THENCE N85 37'19"W, 813.06 feet to a point on the East R.O.W. of University Dr.;

I, Steve Roan, a duly registered public surveyor for the state of Texas do hereby certify that the above field notes are true and correct and are a result of a survey done by me on the ground this 16th day of April, 1986. ANY USE OR CHANGES IN THESE FIELD NOTES BY OTHER PARTIES SHALL BE AT THEIR RISK AND THE UNDERSIGNED IS NOT RESPONSIBLE FOR DAMAGES RESULTING THUS FROM.

[Signature]
R.P.S. No. 2043

[Stamp: State of Texas Public Surveyor]
SURVEYED FOR
City of Nacogdoches

20 FOOT PERMANENT WATER LINE EASEMENT
LOT 28, BLOCK 54 and LOT 33, BLOCK 50

All that certain 20 foot water line easement lying and being situate in the City of Nacogdoches, Nacogdoches County, Texas on and across LOT 28, City Block 54 and LOT 33, City Block 50, being also on and across a 209.35 acre tract described in a conveyance from E. H. Blount to The State of Texas, dated September 6, 1917, recorded in Vol. 99, Pg. 617 of the Deed Records of Nacogdoches County, Texas and a 36.25 acre tract described in a conveyance from Oscar B. Slay to The State of Texas, dated October 11, 1937, recorded in Vol. 145, Pg. 553 of the Deed Records of Nacogdoches County, Texas and being adjacent to, parallel with and 10 feet both sides of the following described centerline:

BEGINNING at a point (sta. 25+50.93) on the West R.O.W. of University Dr., said beginning point being 505 03'06"W, 10.00 feet and S86 56'54"E, 747.53 feet from the NMC of Lot 28 and 36.25 acre tract;

THENCE N84 56'54"W, 757.53 feet adjacent to, parallel with and 10 feet perpendicular from the NBL of Lot 28 and 36.25 acre tract to a angle point (sta. 33+08.46) on the WBL of Lot 28 and 36.25 acre tract, being also on the EBL of Lot 33 and 209.35 acre tract;

THENCE N66 00'26"W, 122.06 feet to a angle point (sta. 34+30.52) 10 feet perpendicular from the NBL of said Lot 33 and 209.35 acre tract, said point being 500 19'13"W, 10.00 feet and S89 40'47"E, 1,395.70 feet from the most Northerly NMC of Lot 33 and 209.35 acre tract;

THENCE N89 40'47"W, 1,395.70 feet adjacent to, parallel with and 10 feet perpendicular from the NBL of said Lot 33 and 209.35 acre tract to a point (sta. 48+16.22) on the East margin of Raguet St.

I, Steve Roan, a duly registered public surveyor for the state of Texas do hereby certify that the above field notes are true and correct and are a result of a survey done by me on the ground this 27th day of May, 1986. ANY USE OR CHANGES IN THESE FIELD NOTES BY OTHER PARTIES SHALL BE AT THEIR RISK AND THE UNDERSIGNED IS NOT RESPONSIBLE FOR DAMAGES RESULTING THEREFROM.

[Signature]
R.P.S. No. 2043

[Seal]
WEST OF UNIVERSITY TO RAGUET
SURVEYED FOR
City of Nacogdoches
CONSTRUCTION EASEMENT
LOT 2B, BLOCK 54 and LOT 33, BLOCK 50.

All that certain 30 foot construction easement lying and being situated in the City of Nacogdoches, Nacogdoches County, Texas on and across LOT 2B, BLOCK 54 and LOT 33, BLOCK 50, being also on and across a 209.35 acre tract described in a conveyance from E. H. Blount to The State of Texas, dated September 6, 1917, recorded in Vol. 99, Pg. 617 of the Deed Records of Nacogdoches County, Texas and a 36.25 acre tract described in a conveyance from Oscar B. Slay to The State of Texas, dated October 11, 1937, recorded in Vol. 145, Pg. 553 of the Deed Records of Nacogdoches County, Texas and being adjacent to, parallel with and 10 feet right of and 20 feet left of the following described centerline:

BEGINNING at a point(sta. 25+50.93) on the West R.O.W. of University Dr., said beginning point being S05° 03' 06" W, 10.00 feet and S84° 56' 54" E 747.53 feet from the NWC of Lot 2B and 36.25 acre tract;

THENCE N84° 56' 54" W, 757.53 feet adjacent to, parallel with and 10 feet perpendicular from the NBL of said Lot 2B and 36.25 acre tract to a angle point(sta. 33+08.46) on the WBL of Lot 2B and 36.25 acre tract and the EBL of said Lot 33 and 209.35 acre tract;

THENCE N66° 00' 26" W, 122.06 feet to a angle point(sta. 34+30.52) 10 feet perpendicular from the NBL of said Lot 33 and 209.35 acre tract, said point being S00° 19' 13" W, 10.00 feet and S89° 40' 47" E, 1395.70 feet from the most Northerly NWC of Lot 33 and 209.35 acre tract;

THENCE N89° 40' 47" W, 1,395.70 feet adjacent to, parallel with, and 10 feet perpendicular from the NBL of said Lot 33 and 209.35 acre tract to a point(sta. 48+26.22) on the East margin of Raguet St.

I, Steve Roan, a duly registered public surveyor for the state of Texas do hereby certify that the above field notes are true and correct and are a result of a survey done by me on the ground this 27th day of May, 1986. ANY USE OR CHANGES IN THESE FIELD NOTES BY OTHER PARTIES SHALL BE AT THEIR RISK AND THE UNDERSIGNED IS NOT RESPONSIBLE FOR DAMAGES RESULTING THUS FROM.

R.P.S. No. 2043

STATE OF TEXAS
COUNTY OF NACOGDOCHES

STEVE ROAN

2083
REAL ESTATE SALE-PURCHASE CONTRACT

THIS CONTRACT OF SALE AND PURCHASE is made by and between
the COMMERCIAL NATIONAL BANK IN NACOGDOCHES, TEXAS, INDEPENDENT
EXECUTOR OF THE WILL AND ESTATE OF HAMIE ETHEL BLOUNT TUCKER,
DECEASED, and the COMMERCIAL NATIONAL BANK IN NACOGDOCHES, TEXAS,
TRUSTEE OF THE EDWARD BLOUNT TUCKER TRUST (hereinafter referred
to as "SELLERS") and STEPHEN F. AUSTIN STATE UNIVERSITY, of
Nacogdoches County, Texas (hereinafter referred to as
"Purchaser").

ARTICLE I

SALE AND PURCHASE

Land Described

1.01 Subject to the terms and conditions hereinafter set
forth, Sellers shall sell to Purchaser and Purchaser shall
purchase from Sellers the following described land and
improvements thereon situated in Nacogdoches County, Texas:

All that certain tract or parcel of land lying and being
situate in the City of Nacogdoches, Nacogdoches County, Texas
and being part of a 112.5-acre tract (now called LOT NO.
TWENTY-EIGHT (#28) IN BLOCK NO. FIFTY (#50) OF THE CITY OF
NACOGDOCHES) described as Second Tract in deed from B.S. Water-
termark et ux to J.J. Hayter, dated January 28, 1904, recorded
in Volume 53, Page 173 of the Deed Records Nacogdoches County,
Texas and more particularly described as follows:

BEGINNING at a point for corner in the East margin of Raguet
Street, from which a 3/4" iron pipe found bent for witness
bears S 89°21'11" E 1.77 feet, said beginning corner being the
SWC of a 4.57-acre tract described in deed from Etta Fay Hinds
to Cecil R. Bomar et ux, dated September 14, 1957, recorded
in Volume 270, Page 254 of the Deed Records Nacogdoches County,
Texas;

THENCE S 89°21'11" E with the SBL of said 4.57-acre tract, at
1.77 feet pass a 3/4" iron pipe found for witness, and a total
distance of 1,164.73 feet to a 1/4" iron rod found for corner
at the SEC of said 4.57-acre tract;

THENCE N 89°44'22" E at 251.87 feet pass a 3/8" iron rod set
for witness from which a 6" Pine marked "X" bears S 65° E 7.3
feet and a total distance of 291.87 feet to a point for corner
in the centerline of the existing channel of Lanana Creek, from
which a 1/2" iron rod found for witness bears N 89°44'22" E
30.00 feet, said corner being the WLC of a 5.34-acre tract
described as Second Tract in deed from HAMIE BLOUNT TUCKER to
Byron McGough, dated October 1, 1984, recorded in Volume 545,
Page 189 of the Real Property Records Nacogdoches County,
Texas;
THENCE with the centerline of the existing channel of LaNana Creek and the WBL of said 5.34-acre tract as follows:

S 00°35'24" W 176.83 feet;
S 05°18'43" E 518.79 feet;
S 16°29'38" E 47.10 feet to a point for corner at the intersection of the centerline of the existing channel of LaNana Creek and the old bed of LaNana Creek from which a 3/8" iron rod found for witness bears N 88°40'00" E 20.00 feet, said corner being the SWC of said 5.34-acre tract and being in the WBL of a 19.56-acre tract (called Part of Loc 1-A, Stock 54 of said City) described in a deed from Dan Hinds et al to Green Valley Development Corporation, dated September 14, 1984, recorded in Volume 542, Page 247 of the Real Property Records Nacogdoches County, Texas and also being in the EBL of said 112.5-acre tract;

THENCE with the WBL of said 19.56-acre tract, the EBL of said 112.5-acre tract and the centerline of the existing channel of LaNana Creek as follows:

S 88°40'00" W 46.54 feet to a point for corner;
S 25°34'00" E 201.07 feet to a point for corner;
S 69°26'00" E 16.35 feet to a point for corner at the intersection of the old creek bed and the existing channel of LaNana Creek from which a 3/8" iron rod found for witness bears S 69°26'00" E 20.00 feet, said corner being the NWC of a 2.53-acre tract described as First Tract in the said deed recorded in Volume 545, Page 185;

THENCE S 16°29'38" E 233.60 feet with the WBL of said 2.53-acre tract and the centerline of the existing channel of LaNana Creek to a point for corner at the intersection of the centerline of the existing channel of LaNana Creek and the old bed of LaNana Creek from which a 3/8" iron rod set for witness bears N 87°32'24" W 40.00 feet, from said witness a 7" Willow marked "A" bears N 74° E 15.5 feet, said corner being in the EBL of said 112.5-acre tract and being the SWC of said 2.53-acre tract and also being the NEC of a 209.35-acre tract described in deed from Eugene W. Blount et al to The State of Texas, dated September 8, 1917, recorded in Volume 99, Page 617 of the Deed Records Nacogdoches County, Texas;

THENCE N 87°32'24" W with the NBL of said 209.35-acre tract at 40.00 feet pass a 3/8" iron rod set for witness and a total distance of 930.20 feet to a cyclone fence corner post for corner;

THENCE N 87°38'34" W 731.06 feet continuing with the NBL of said 209.35-acre tract to a point for corner in the East margin of Raguet Street, from which a 1/2" iron rod set for witness at the end of a cyclone fence bears N 87°38'34" W 0.39 feet;

THENCE N 01°07'35" E 1,093.23 feet with the East margin of Raguet Street to the place of BEGINNING, containing 38.91 acres of land.

**Fixtures and Personalty Excluded**

1.02 The land and improvements to be conveyed by Sellers shall not include, and Sellers reserve to themselves and the legatees of Mamie Ethel Blount Tucker and beneficiaries of the Edward Blount Tucker Trust, the following property located in the main dwelling house on the described premises: (1) Two lamp fix-
Fixtures Included

1.03 The draperies, carpets, built-in dishwasher, window air conditioning unit, air conditioning and heating systems, and all fixtures not above excepted, are to remain with and as a part of the property to be conveyed to the Purchaser.

ARTICLE II

SALE-PURCHASE PRICE

2.01 The purchase price (the "Purchase Price") for the property shall be the sum of Seven Hundred Seventy-Five Thousand and No/100 Dollars ($775,000.00) plus $212.32 for each day, if any, from and after July 21, 1986 to the date of closing; provided, the additional $212.32 per diem of the purchase price shall be paid by Purchaser only as to the days after July 21, 1986 to closing on which Sellers are ready, able and willing to close the sale-purchase pursuant to this agreement. The Purchase Price shall be payable in cash at closing in the full amount. Checks drawn on the commercial bank deposits of Purchaser shall be deemed acceptable at time of closing.

ARTICLE III

PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01 The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions, any of which may be waived in whole or in part by Purchaser at or prior to the closing.

Title Commitment

3.02 Within thirty (30) days after the date hereof, Sellers shall cause a responsible title insurance company licensed in the
State of Texas to issue an owner's title insurance commitment (the "Commitment") accompanied by copies of all documents relating to easements, rights-of-way, and other title exceptions of record in the offices of the County Clerk and/or District Clerk of Nacogdoches County, Texas, affecting the Property. The Commitment shall be submitted to the Texas Attorney General's office by Purchaser for approval. Purchaser shall give Sellers written notice on or before the expiration of twenty (20) days after it receives the Commitment that the condition of the title as set forth in the Commitment is or is not satisfactory. Sellers may undertake to eliminate or modify all such unacceptable matters to the satisfaction of Purchaser. In the event Sellers are unable to do so prior to the date set for closing, Purchaser may at its election extend the date for closing and secure at its expense any required, curative title work, declare this agreement null and void for all purposes, cure the title defects or objections at its expense, or at its election, waive any objection and accept the condition of title. Sellers shall have no obligation to cure any title objection or title defect.

State Agency and Use of State Funds

3.03 Purchaser is an agency of the State of Texas and as such its funds are deemed to be state funds and its legal authority is limited to that which has been granted by the state legislature. It is understood that the Coordinating Board, Texas College and University System, must approve the sale-purchase. If said Board shall not approve the same on or before July 21, 1986, then both Sellers and Purchaser shall be excused from performing this contract. In the event legal impediments not now known to the Purchaser are raised by the Attorney General of Texas, the Comptroller of Texas or the State Auditor in such manner as cannot be appropriately cured, and to the extent the Purchaser is legally prohibited from consummating this purchase, then in such event, this agreement shall terminate and it shall be null and void for all purposes. Purchaser agrees to exercise diligence with respect to correcting any legal impediments that exist or that may arise.
ARTICLE IV

POSESSION

Present Occupants

4.01 It is understood that Edward B. Tucker, III, and Martha K. Tucker presently reside upon the premises and that they shall have sixty (60) days immediately after the closing to remove their effects and the reserved fixtures and personalty from the premises. During such 60-day period, the present occupants shall have the right to use of the premises without rental or other charges, except they shall pay all utility charges promptly as they become due. The said Edward B. Tucker, III, and Martha K. Tucker shall in all events surrender possession of the premises within the 60 days immediately following the closing, and notify Purchaser of delivery of the premises upon having done so.

Estoppel Letter

4.02 Sellers warrant that no persons, other than those shown as grantors on the unexecuted copy of the Deed to be delivered at the closing (shown in Exhibit "A" hereto attached and a part hereof) are in possession of the Property or any part thereof; that there is no written lease of the premises with any person; and, that Sellers shall furnish an "estoppel letter" to Purchaser, of the tenor shown on Exhibit "B" hereto, at the closing whereby each of the grantors on the proposed deed agrees and stipulates that he or she has no right to possess or occupy the premises except as above provided for Edward B. Tucker, III, and Martha K. Tucker.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF SELLER

Sellers hereby represent and warrant to Purchaser as follows, which representations and warranties shall be deemed made by Sellers to Purchaser as of the closing date:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, except Edward B. Tucker, III, and Martha K. Tucker.
(2) There is no pending or threatened condemnation or similar proceeding or assessment affecting the Property, or any part thereof, other than that threatened by Purchaser, nor to the best knowledge and belief of Sellers is any such proceeding or assessment contemplated by any governmental authority except Purchaser.

(3) Sellers have complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, and all parts thereof.

(4) The Property has full and free access to and from public highways, streets or roads and, to the best knowledge and belief of Sellers, there is no pending or threatened governmental proceeding which would impair or result in the termination of such access.

ARTICLE VI
CLOSING

Closing Agent

6.01 Robert Provan of Nacogdoches, Nacogdoches County, Texas, shall serve as the closing agent for Purchaser. Tom E. Choate shall serve as closing agent for Sellers.

Date and Place

6.02 The closing shall be held at the Regents Conference Room, Austin Building, on the campus of Stephen F. Austin State University, located in Nacogdoches, Nacogdoches County, Texas, at 11:00 o'clock a.m. July 21, 1986, or at such time, date, and place as Sellers and Purchaser may mutually agree (which date is herein referred to as the "Closing Date"). Risk of loss to the premises shall be upon Sellers prior to closing and upon Purchaser upon and after the closing.

Sellers' Duties

6.03 At the closing, Sellers shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed in the form and substance shown on Exhibit "A" hereto, conveying good and marketable title in fee simple to all of the Property, free and clear of any and all liens, encumbrances, con-
ditions, easements, assessments, and restrictions, except for:

those enumerated in the Title Commitment and which are acceptable to Purchaser and except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
(b) Those shown on the proposed Deed, Exhibit "A";
(c) Any exception approved by Purchaser pursuant to Article III hereof; and
(d) Any exceptions approved by Purchaser in writing;

(2) Deliver to Purchaser a Texas Owner's Title Policy issued by Nacogdoches Abstract & Title Company, Inc. in Purchaser's favor in the full amount of the Purchase Price, insuring Purchaser's fee simple title to the Property subject only to those title exceptions listed in Paragraph 6.03, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of a Texas Owner's Title Policy, provided, however:

(a) The exceptions as to restrictive covenants shall be endorsed "None of Record" except those made a part of the deed for this conveyance as hereinabove provided;
(b) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not yet due and payable";

(3) Deliver to Purchaser possession of the Property as provided in this Contract.

Purchaser's Duty

6.04 At the closing, the Purchaser shall pay cash in the full amount of the Purchase Price by delivery of a check drawn on its commercial bank deposits to the Sellers, Commercial National Bank in Nacogdoches, Texas, Independent Executor of the Will and Estate of Mamie Ethel Blount Tucker, Deceased, and Trustee of the Edward B. Tucker Trust for the amount of Seven Hundred Seventy-Five Thousand and No/100 Dollars ($775,000.00) plus $212.32 for each day after July 21, 1986 to closing date.
Taxes and Costs

6.05 General real estate taxes for the year 1986 relating to the Property shall be assumed by Purchaser. Costs and expenses of closing consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's title policy, by Purchaser;
(2) Escrow fee, if any, by Purchaser;
(3) Filing and recording fees of Deed, by Purchaser;
(4) Filing and recording of any releases or curative instruments as may be required by Purchaser, except the federal estate tax waiver, which shall be paid by Sellers;
(5) Sellers' attorney's fees, by Sellers.

ARTICLE VII

REAL ESTATE COMMISSIONS

Sellers and Purchaser expressly disclaim any obligation with respect to the payment of real estate commissions. Purchaser further warrants that the Property has not been presented to it as a prospective Purchaser by any real estate agent or broker, and shall indemnify and save Sellers harmless from any such claim or obligation. Sellers warrant that they have not been represented by any real estate agent or broker in offering the Property for sale, and shall indemnify and save Purchaser harmless from any such claim or obligation.

ARTICLE VIII

MISCELLANEOUS

Survival of Warranties and Covenants

8.01 The representations, warranties, covenants, and agreements of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the closing of the transactions contemplated hereby shall survive the closing and shall not be merged therein.

Notice

8.02 Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States Mail, postage pre-paid, certified mail, return receipt requested, ad-
dressed to Sellers or Purchaser, as the case may be, at the address set forth opposite the signature of each party hereto.

**Parties Bound**

8.03 This contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this contract.

**Legal Construction**

8.04 In case any one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**Prior Agreements Superseded**

8.05 This contract constitutes the sole and only agreement of the parties hereto and supersedes any prior, understandings or written or oral agreements between the parties respecting the subject matter of this contract.

Dated this 20th day of June, 1986.

**SELLERS:**

COMMERCIAL NATIONAL BANK IN NACOGDOCHES, TEXAS, AS INDEPENDENT EXECUTOR OF THE WILL AND ESTATE OF ETHEL BLOUNT TUCKER, DECEASED

By TOM F. CHOATE, President

COMMERCIAL NATIONAL BANK IN NACOGDOCHES, TEXAS, AS TRUSTEE OF THE EDWARD BLOUNT TUCKER TRUST

By TOM F. CHOATE, President

P.O. Box 847
Nacogdoches, Texas 75963

**PURCHASER:**

STEPHEN F. AUSTIN STATE UNIVERSITY

By JAMES JACOBY, Chairman, Board of Regents,
Stephen F. Austin State University

By WILLIAM B. MCLEOD, President, Stephen F. Austin State University
KNOW ALL MEN BY THESE PRESENTS:

This indenture is made the 21st day of July, 1986, between the COMMERCIAL NATIONAL BANK IN NACOGDOCHES, TEXAS as INDEPENDENT EXECUTOR OF THE WILL AND ESTATE OF MAMIE ETHEL BLOUNT TUCKER, DECEASED, the said COMMERCIAL NATIONAL BANK IN NACOGDOCHES, TEXAS as TRUSTEE OF THE EDWARD BLOUNT TUCKER TRUST, BILLIE JEAN TUCKER, a feme sole, EDWARD B. TUCKER, III, MARTHA K. TUCKER, wife of EDWARD B. TUCKER, III, ELIZABETH ANNE TUCKER LEWIS, and JAMES A. LEWIS, husband of ELIZABETH ANNE TUCKER LEWIS, all of Nacogdoches County, Texas, and SUSAN TUCKER MOTLEY and DAVID M. MOTLEY, husband of SUSAN TUCKER MOTLEY, of Kerr County, Texas, herein "GRANTORS," and the BOARD OF REGENTS OF STEPHEN F. AUSTIN STATE UNIVERSITY, a coeducational institution of higher education of the STATE OF TEXAS, "GRANTEE."

WITNESSETH:

That the COMMERCIAL NATIONAL BANK IN NACOGDOCHES, TEXAS, is a national banking association having trust powers with its principal offices at 215 East Main Street in Nacogdoches, Nacogdoches County, Texas;

That GRANTOR COMMERCIAL NATIONAL BANK IN NACOGDOCHES, TEXAS, INDEPENDENT EXECUTOR OF THE WILL AND ESTATE OF MAMIE ETHEL BLOUNT TUCKER, DECEASED, acts herein as said INDEPENDENT EXECUTOR aforesaid by virtue of the power and authority given in and by said will of Mamie Ethel Blount Tucker, Deceased, and pursuant to due appointment and qualification in the probate of the said estate in cause no. 6671 in Probate, now pending in the County Court at Law of Nacogdoches County, Texas;

That GRANTOR COMMERCIAL NATIONAL BANK IN NACOGDOCHES, TEXAS, TRUSTEE OF THE EDWARD BLOUNT TUCKER TRUST acts herein as TRUSTEE by virtue of the power and authority given (i) in and by the will of Edward Blount Tucker, Deceased, probated and of
record in cause no. 4841 in Probate heretofore pending in the County Court of Nacogdoches County, Texas, the qualification of said BANK as TRUSTEE and the delivery of the properties of the said TRUST having been heretofore made by the executor of the will and estate of the said Edward Blount Tucker, Deceased, and, (ii) under that certain agreement between Billie Jean Tucker et al and the Commercial National Bank in Nacogdoches, dated March 20, 1979, recorded in Volume 581, Page 359 et seq of the Real Property Records of Nacogdoches County, Texas; and,

That BILLIE JEAN TUCKER, EDWARD B. TUCKER, III, ELIZABETH ANNE TUCKER LEWIS and SUSAN TUCKER MOTLEY are the sole individual legatees of Mamie Ethel Blount Tucker, Deceased, having an interest in the lands hereinafter described and, further, are the sole beneficiaries of the Edward Blount Tucker Trust.

In consideration of Seven Hundred Seventy-Five Thousand and No/100 Dollars ($775,000.00) paid by THE BOARD OF REGENTS OF STEPHEN F. AUSTIN STATE UNIVERSITY, GRANTEE, the receipt of which is acknowledged by GRANTORS, and by virtue of which no lien express or implied is reserved or intended, GRANTORS do hereby Grant, Convey and Release unto THE BOARD OF REGENTS OF STEPHEN F. AUSTIN STATE UNIVERSITY, for the STATE OF TEXAS, forever the real estate located in Nacogdoches County, Texas, described as follows:

All that certain tract or parcel of land lying and being situated in the City of Nacogdoches, Nacogdoches County, Texas and being part of a 112.5-acre tract (now called LOT NO. TWENTY-EIGHT (#28) IN BLOCK NO. FIFTY (#50) OF THE CITY OF NACOGDOCHES) described as Second Tract in deed from S.S. Wettermark et ux to J.J. Hayter, dated January 28, 1904, recorded in Volume 53, Page 173 of the Deed Records Nacogdoches County, Texas and more particularly described as follows:

BEGINNING at a point for corner in the East margin of Raguet Street, from which a 3/4" iron pipe found bent for witnesses bears S 89°21'11" E 1.77 feet, said beginning corner being the SWC of a 4.57-acre tract described in deed from Etta Fay Hinds to Cecil R. Bomar et ux, dated September 14, 1957, recorded in Volume 270, Page 254 of the Deed Records Nacogdoches County, Texas;

THENCE S 89°21'11" E with the SBL of said 4.57-acre tract, at 1.77 feet pass a 3/4" iron pipe found for witness, and a total distance of 1,164.73 feet to a 1/4" iron rod found for corner at the SEC of said 4.57-acre tract;
TOGETHER with all rights, titles and interest, if any, of GRANTORS in and to any and all streets and roads abutting the above described premises to the centerlines thereof; all improvements upon said lands; all appurtenances; all of the estate which the said Mamie Ethel Blount Tucker had at the time of her death in said premises; all of the estate which the said Edward B. Tucker had at the time of his death in said premises; all of the estate therein which the Commercial National Bank in Nacogdoches, Texas, as Independent Executor of the Will and Estate of Mamie Ethel Blount Tucker, has or has power to convey or dispose of, whether individually, corporately or by virtue of the will of Mamie Ethel Blount Tucker, or otherwise; and, all of the estate therein which the Commercial National Bank in Nacogdoches, Texas, as Trustee of the Edward B. Tucker Trust has or has power to convey or dispose of, whether individually, corporately or by virtue of the will of Edward B. Tucker, Deceased, as successor to the Executor of the Will and Estate of the said Edward Blount Tucker, Deceased, or otherwise.

This conveyance is SUBJECT TO:


(3) Easement set forth in instrument from Edward B. Tucker and Mamie Blount Tucker to the City of Nacogdoches, dated May 1, 1972, recorded in Volume 374, Page 589 of the Deed Records of Nacogdoches County, Texas.


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THENCE N 89°44'22" E at 251.87 feet pass a 3/8" iron rod set for witness from which a 6" pine marked "X" bears S 63° E 7.73 feet and a total distance of 291.87 feet to a point for corner in the centerline of the existing channel of LaNana Creek, from which a 1/2" iron rod found for witness bears N 89°44'22" E 30.00 feet, said corner being the NW corner of a 5.34-acre tract described as Second Tract in a deed from Mamie Blount Tucket to Byron McGough, dated October 1, 1984, recorded in Volume 543, Page 189 of the Real Property Records Nacogdoches County, Texas;

THENCE with the centerline of the existing channel of LaNana Creek and the NBL of said 5.34-acre tract as follows:

S 00°35'24" W 176.83 feet;
S 05°18'45" E 518.79 feet;
S 16°25'38" E 47.50 feet to a point for corner at the intersection of the centerline of the existing channel of LaNana Creek and the old bed of LaNana Creek from which a 3/8" iron rod found for witness bears N 88°40'00" E 20.00 feet, said corner being the NW corner of said 5.34-acre tract and being in a WBL of a 19.56-acre tract (called Part of Lot 1-A, Block 54 of said City) described in a deed from Dan Hinds et al to Green Valley Development Corporation, dated September 14, 1984, recorded in Volume 542, Page 247 of the Real Property Records Nacogdoches County, Texas and also being in the EBL of said 112.5-acre tract;

THENCE with the WBL of said 19.56-acre tract, the NBL of said 112.5-acre tract and the centerline of the old bed of LaNana Creek and the existing channel of LaNana Creek as follows:

S 88°40'00" W 46.54 feet to a point for corner;
S 25°36'00" E 201.07 feet to a point for corner;
S 69°26'00" E 16.55 feet to a point for corner at the intersection of the old creek bed and the existing channel of LaNana Creek from which a 3/8" iron rod found for witness bears S 69°26'00" E 20.00 feet, said corner being the NWC of a 2.53-acre tract described as First Tract in the said deed recorded in Volume 545, Page 189;

THENCE S 16°29'38" E 233.60 feet with the WBL of said 2.53-acre tract and the centerline of the existing channel of LaNana Creek to a point for corner at the intersection of the centerline of the existing channel of LaNana Creek and the old bed of LaNana Creek from which a 3/8" iron rod set for witness bears N 87°32'24" W 40.00 feet, from said witness a 7" Willow marked "X" bears N 76° W 15.5 feet, said corner being in the EBL of said 112.5-acre tract and also being the SEC of a 209.35-acre tract described in deed from Eugene W. Blount et al to The State of Texas, dated September 8, 1917, recorded in Volume 99, Page 617 of the Deed Records Nacogdoches County, Texas;

THENCE N 87°32'24" W with the NBL of said 209.35-acre tract at 40.00 feet pass a 3/8" iron rod set for witness and a total distance of 930.20 feet to a cyclone fence corner post for corner;

THENCE N 87°38'34" W 731.06 feet continuing with the NBL of said 209.35-acre tract to a point for corner in the East margin of Raguet Street, from which a 1/2" iron rod set for witness at the end of a cyclone fence bears N 87°38'34" W 0.39 feet;

THENCE N 01°07'35" E, 1,093.23 feet with the East margin of Raguet Street to the place of BEGINNING, containing 38.91 acres of land.
(5) Visible or apparent easements under, across and/or upon the premises, if any there be.

(6) Limitations, conditions, requirements and/or restrictions as to those portions of the premises lying within the 100 year flood plane in Nacogdoches County, Texas as established by the United States Corps of Army Engineers.

(7) Any titles, interests or rights of the State of Texas and the United States, or either of them, and their respective assigns, to lands comprising the shores or beds of navigable or perennial rivers and streams, or to riparian rights, or to control of navigable or perennial streams, or to the rights of easement along and across rivers and streams, insofar as the same relate to Lanana Rayou.

GRANTEE assumes responsibility for any ad valorem taxes due or to become due for the year 1986.

TO HAVE AND HOLD the property and premises herein granted unto THE BOARD OF REGENTS OF STEPHEN F. AUSTIN STATE UNIVERSITY, its successors and assigns forever.

GRANTORS COMMERCIAL NATIONAL BANK IN NACOGDOCHES, TEXAS, TRUSTEE OF THE EDWARD BLOUNT TUCKER TRUST, BILLIE JEAN TUCKER, EDWARD B. TUCKER, III, ELIZABETH ANNE TUCKER LEWIS and SUSAN TUCKER MOTLEY hereby bind themselves, their successors, heirs, legal representatives, executors and administrators to warrant and forever defend all and singular the premises unto GRANTEE, THE BOARD OF REGENTS OF STEPHEN F. AUSTIN STATE UNIVERSITY, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This instrument is executed by the COMMERCIAL NATIONAL BANK IN NACOGDOCHES, TEXAS in its capacities as Independent Executor of the Will and Estate of Mamie Ethel Blount Tucker, Deceased, and as Trustee of the Edward B. Tucker Trust, and not individually or personally.
Executed this 27th day of June, 1986, to bear date of and be effective and delivered on the 21st day of July, 1986.

COMMERCIAL NATIONAL BANK IN NACOGDOCHES, TEXAS, INDEPENDENT EXECUTOR OF THE WILL AND ESTATE OF MAMIE ETHEL BLOUNT TUCKER, DECEASED

By

Tom E. Chaste, President of the Commercial National Bank in Nacogdoches, Texas

ATTEST:

Jackie Prince, Vice-President

COMMERCIAL NATIONAL BANK IN NACOGDOCHES, TEXAS, TRUSTEE OF THE EDWARD B. TUCKER TRUST

By

Tom E. Chaste, President of the Commercial National Bank in Nacogdoches, Texas

ATTEST:

Jackie Prince, Vice-President

By

Susan Tucker Motley, Martha K. Tucker

Edward B. Tucker, III

David M. Motley, Elizabeth Anne Tucker Lewis

James A. Lewis
THE STATE OF TEXAS
COUNTY OF NACOGDOCHES

Before me, the undersigned authority, on this day personally appeared TOM E. CHOATE, President of the Commercial National Bank in Nacogdoches, Texas, a national banking association, who acknowledged to me that he executed the foregoing instrument as president of and for and on behalf of the said Commercial National Bank and as its act and deed for the purposes and consideration therein expressed and that the said Bank executed the said instrument in its capacity as Independent Executor of the Will and Estate of Hamie Ethel Blount Tucker, Deceased, for the purposes and consideration therein expressed.

To certify which witness my hand and seal of office this 14th day of July, 1986.

[Signature]
Notary Public In and for the State of Texas

[Signature]
(Notary’s Name Typed or Printed)
My commission expires:
[Date]

THE STATE OF TEXAS
COUNTY OF NACOGDOCHES

Before me, the undersigned authority, on this day personally appeared TOM E. CHOATE, President of the Commercial National Bank in Nacogdoches, Texas, a national banking association, who acknowledged to me that he executed the foregoing instrument as president of and for and on behalf of the said Commercial National Bank and as its act and deed for the purposes and consideration therein expressed and that the said Bank executed the said instrument in its capacity as Trustee of the Edward B. Tucker Trust, for the purposes and consideration therein expressed.

To certify which witness my hand and seal of office this 14th day of July, 1986.

[Signature]
Notary Public In and for the State of Texas

[Signature]
(Notary’s Name Typed or Printed)
My commission expires:
[Date]
THE STATE OF TEXAS
COUNTY OF KERR

Before me, the undersigned authority, on this day personally appeared DAVID M. MOTLEY and SUSAN TUCKER MOTLEY, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 27th day of June, 1986.

[Signature]

OLGA OZUNA
Notary Public in and for the State of Texas
My commission expires 2-1-89

THE STATE OF TEXAS
COUNTY OF NACOGDOCHES

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

Given under my hand and seal of office on this the 15th day of July, 1986.

[Signature]

ADELLE CRANFORD
Notary Public in and for the State of Texas
My commission expires 7-6-1989

THE STATE OF TEXAS
COUNTY OF NACOGDOCHES

Before me, the undersigned authority, on this day personally appeared EDWARD B. TUCKER, III, and MARTHA K. TUCKER, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 15th day of July, 1986.

[Signature]

ADELLE CRANFORD
Notary Public in and for the State of Texas
My commission expires 7-6-1989

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THE STATE OF TEXAS
COUNTY OF NACOGDOCHES

Before me, the undersigned authority, on this day personally appeared JAMES A. LEWIS and ELIZABETH ANNE TUCKER LEWIS, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the ___ day of __________, 1986.

Notary Public in and for the State of Texas

[Notary's Name Typed or Printed]

My commission expires ___

A mailing address for Grantee:
Board of Regents
Stephen F. Austin State University
P.O. Box 6078, S.F.A. Station
Nacogdoches, Texas 75962

[Stamp]

CLERK
NACOGDOCHES COUNTY, TEXAS

[Signature]

JUL 23 1986
July 21, 1986

The Board of Regents  
Stephen F. Austin State University  
Nacogdoches, Texas 75962

Gentlemen:

Please be advised that the undersigned presently claim the right to occupy and possess the 38.91 acres of land (Lot 28, City Block 50, Nacogdoches) being conveyed to you under the will of Mamie Ethel Blount Tucker, the trust instruments of the Edward B. Tucker Trust and the consent given by the Commercial National Bank in Nacogdoches, Texas, Executor of the will and estate of Mamie Ethel Blount Tucker, and Trustee of the Edward B. Tucker Trust, and in no other manner.

We agree that such rights to occupancy and possession shall terminate upon execution and delivery of our deed to you of the said property, except as to the right of use and occupancy reserved for Edward B. Tucker, III, and Martha K. Tucker for up to 60 days after the closing of the sale-purchase, as provided in the Real Estate Sale-Purchase Contract.

No third persons are in possession of the property and no third persons are entitled to possession, except as may be acting lawfully under the easements mentioned in the Deed to you from the undersigned of said 38.91 acres.

There is no written lease agreement concerning the premises.

Very truly yours,

Commercial National Bank in Nacogdoches, Texas, as Trustee of the Edward B. Tucker Trust  

By  

Tom E. Choate, President  

Billie Jean Tucker  

Edward B. Tucker, III  

Elizabeth Anne Tucker Lewis  

Martha K. Tucker  

James A. Lewis  

Susan Tucker Motley  

David M. Motley  

Commercial National Bank in Nacogdoches, Texas, as Independent Executor of the Will and Estate of Mamie Ethel Blount Tucker, Deceased
OWNER POLICY OF TITLE INSURANCE

ISSUED FROM THE OFFICE OF
NACOGDOCHES ABSTRACT & TITLE CO., INC.
135 North Fredonia
Nacogdoches, Texas 75961

Policy issuing Agent for
SAFECO TITLE INSURANCE COMPANY

a California corporation, hereinafter called the Company, for value does hereby guarantee to the Insured (as herein defined) that as of the date hereof, the Insured has good and indefeasible title to the estate or interest in the land described or referred to in this policy.

The Company shall not be liable in a greater amount than the actual monetary loss of this Insured, and in no event shall the Company be liable for more than the amount shown in Schedule A hereof, and shall, except as hereinafter stated, at its own cost defend the Insured in every action or proceeding on any claim against, or right to the estate or interest in the land, or any part thereof, adverse to the title to the estate or in the land as hereby guaranteed, but the Company shall not be required to defend against any claims based upon matters in any manner excepted under this policy by the exceptions in Schedule B hereof or excluded by Paragraph 2, “Exclusions from Coverage of this Policy”, of the Conditions and Stipulations hereof. The party or parties entitled to such defense shall within a reasonable time after the commencement of such action or proceeding, and in ample time for defense therein, give the Company written notice of the pendency of the action or proceeding, and authority to defend. The Company shall not be liable until such adverse interest, claim, or right shall have been held valid by a court of last resort to which either litigant may apply, and if such adverse interest, claim, or right so established shall be for less than the whole of the estate or interest in the land, then the liability of the Company shall be only such part of the whole liability limited above as shall bear the same ratio to the whole liability that the adverse interest, claim, or right established may bear to the whole estate or interest in the land, such ratio to be based on respective values determinable as of the date of this policy. In the absence of notice as aforesaid, the Company is relieved from all liability with respect to any such interest, claim or right; provided, however, that failure to notify shall not prejudice the rights of the Insured if such Insured shall not be a party to such action or proceeding, nor served with process therein, nor have any knowledge thereof, nor in any case, unless the Company shall be actually prejudiced by such failure.

Upon sale of the estate or interest in the land, this policy automatically thereupon shall become a warrantor’s policy and the Insured shall for a period of twenty-five years from date hereof remain fully protected according to the terms hereof, by reason of the payment of any loss, he, they or it may sustain on account of any warranty of title contained in the transfer or conveyance executed by the Insured conveying the estate or interest in the land. The Company shall be liable under said warranty only by reason of defects, liens or encumbrances existing prior to or at the date hereof and not excluded either by the exceptions or by the Conditions and Stipulations hereof, such liability not to exceed the amount of this policy.

In Witness Hereof, SAFECO Title Insurance Company has caused this policy to be executed by its President under the seal of the Company, but this policy is to be valid only when it bears an authorized countersignature, as of the date set forth in Schedule A.

[Signatures]

Secretary

President

OWNER POLICY OF TITLE INSURANCE

Texas Form T-1 (Rev. 3-1-85)
SAFECO Stock No. TXT-0001 (Rev. 3-85)
CONDITIONS AND STIPULATIONS

1. Definitions
The following terms when used in this policy mean:
(a) "land": The land described, specifically or by reference, in Schedule A, and improvements affixed thereto which by law
constitute real property.
(b) "public records": Those records which impart constructive notice of matters relating to the land.
(c) "knowledge": Actual knowledge, not constructive knowledge or notice which may be imputed to the Insured by reason of
any public records.
(d) "date": The effective date, including hour if specified.
(e) "Insured": The Insured named in Schedule A and, subject to any rights or defenses the Company may have had against
the named Insured or any person or entity who succeeds to the interest of such named Insured by operation of law as distinguished
from purchase, any person who succeeds to the interest of such named Insured by operation of law as distinguished from
purchase including but not limited to the following:
(i) heirs, devisees, distributees, executors and administrators;
(ii) the successors in interest to a corporation resulting from merger or consolidation or the distribution of the assets of
such corporation upon partial or complete liquidation;
(iii) the partnership successors in interest to a general or limited partnership which dissolves but does not terminate;
(iv) the successors in interest to a general or limited partnership resulting from the distribution of the assets of such
general or limited partnership upon partial or complete liquidation;
(v) the successors in interest to a joint venture resulting from the distribution of the assets of such joint venture upon
partial or complete liquidation;
(vi) the successor or substitute trustee of a trustee named in a written trust instrument;
or
(vii) the successors in interest to a trustee or trust resulting from the distribution of all or part of the assets of such trust to
the beneficiaries thereof.

2. Exclusions from the Coverage of this Policy
THIS POLICY DOES NOT INSURE AGAINST LOSS OR DAMAGE BY REASON OF THE FOLLOWING:
(a) LACK OF ADEQUATE TITLE IN THE INSURED PROPERTY TO ALLOW IT TO BE USED, SOLD, TRANSFERRED, LEASED OR
MORTGAGED FOR ANY PURPOSE INTENDED BY THE INSURED NOR LOSS OF OPPORTUNITY OR ECONOMIC EXPECTATION.
(b) Governmental rights or police power or eminent domain unless notice of the exercise of such rights appears in the public
records at the date hereof; and the consequences of any law, ordinance or governmental regulation including, but not limited to,
building and zoning ordinances.
(c) Any titles or rights asserted by anyone including, but not limited to, persons, corporations, governments or other entities
to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
to any land extending from the line of mean low tide to the line of vegetation or to lands beyond the line of the harbor or bulkhead
lines as established or changed by any government, or to filled-in lands, or artificial islands or to riparian rights, or the rights or
interest of the State of Texas or the public generally in the area extending from the line of mean low tide to the line of vegetation or
their right of access thereto, or right of easement along and across the same.
(d) Defects, liens, encumbrances, adverse claims, or other matters (1) created, suffered, assumed or agreed to by the
Insured; (2) not known to the Company and not shown by the public records but known to the Insured either at the date of this policy
or at the date the Insured acquired an estate or interest insured by this policy and not disclosed in writing by the Insured to the
Company prior to the date such Insured became an Insured hereunder; (3) resulting in no loss or damage to the Insured; (4)
atatching or created subsequent to the date of this policy; (5) resulting in loss or damage which would not have been sustained if
the Insured had paid value for the estate or interest insured by this policy; or (6) the homestead or community property or
survivorship rights, if any, of any spouse of any Insured.";

3. Defense and Prosecution of Actions
(a) In all cases where this policy provides for the defense of any action or proceeding, the Insured shall secure to the
Company the right to so provide defense in such action or proceeding, and all appeals therein, and permit it to use, at its option,
the name of the Insured for such purpose.
(b) The Company shall have the right to select counsel of its own choice whenever it is required to defend any action or
proceeding, and such counsel shall have complete control of said defense.
(c) The Company shall have the right at its own cost to institute and without undue delay prosecute any action or proceeding
or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as insured,
and the Company may take any appropriate action under the terms of the policy, whether or not it shall be liable thereunder, and
shall not thereby concede liability or waive any provision of this policy. When, after the date of the policy, the Insured notifies the
Company as required herein of a lien, encumbrance, adverse claim or other defect in title to the estate or interest in the land
insured by this policy which is not excluded or excepted from the coverage of this policy, the Company shall promptly investigate
such charge to determine whether the lien, encumbrance, adverse claim or defect is valid and not barred by law or statute. The
Company shall notify the Insured in writing, within a reasonable time, of its determination as to the validity or invalidity of the
Insured's claim or charge under the policy. If the Company concludes that the lien, encumbrance, adverse claim or defect is not

(Conditions and Stipulations Continued and Concluded on Last Page of this Policy)
covered by this policy, or was otherwise addressed in the closing of the transaction in connection with which this policy was issued, the Company shall specifically advise the Insured of the reasons for its determination. If the Company concludes that the lien, encumbrance, adverse claim or defect is valid, the Company shall take one of the following actions: (1) institute the necessary proceedings to clear the lien, encumbrance, adverse claim or defect from the title to the estate as insured; (2) indemnify the Insured as provided in this policy; (3) upon payment of appropriate premium and charges therefor, issue to the current Insured or to a subsequent owner, mortgagee or holder of the estate or interest in the land insured by this policy, a policy of title insurance without exception for the lien, encumbrance, adverse claim or defect, said policy to be in an amount equal to the current value of the property or, if a mortgagee policy, the amount of the loan; (4) indemnify another title insurance company in connection with its issuance of a policy(ies) of title insurance without exception for the lien, encumbrance, adverse claim or defect; (5) secure a release or other document discharging the lien, encumbrance, adverse claim or defect; or (6) undertake a combination of 1 through 5 herein.

(d) Whenever the Company shall have brought any action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any such litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(e) Whenever requested by the Company, such insured shall give the Company all reasonable aid in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, or prosecuting or defending such action or proceeding, and the Company shall reimburse such insured for any expense so incurred.

(f) Any action taken by the Company for the defense of the Insured or to establish the title as insured, or both, shall not be construed as an admission of liability, and the Company shall not thereby be held to concede liability or waive any provision of this policy.

4. Payment of Loss
(a) No claim shall arise or be maintainable under this policy for liability voluntarily assumed by the Insured in settling any claim or suit without written consent of the Company.

(b) All payments under this policy, except payments made for costs, attorney fees and expenses, shall reduce the amount of the insurance pro tanto; and the amount of this policy shall be reduced by any amount the Company may pay under any policy insuring the validity or priority of any lien excepted to herein or any instrument hereafter executed by the Insured which is a charge or lien on the land, and the amount so paid shall be deemed a payment to the Insured under this policy.

(c) The Company shall have the option to pay or settle or compromise for or in the name of the Insured any claim insured against by this policy, and such payment or tender of payment, together with all costs, attorney fees and expenses which the Company is obligated hereunder to pay, shall terminate all liability of the Company hereunder as to such claim. Further, the payment or tender of payment of the full amount of this policy by the Company shall terminate all liability of the Company under this policy.

(d) Whenever the Company shall have settled a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the Insured, and it shall be subrogated to and be entitled to all rights and remedies of the Insured against any person or property in respect to such claim. The Insured, if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation, and shall permit the Company to use the name of the Insured in any transaction or litigation involving such rights or remedies.

5. Policy Entire Contract
Any action, actions or rights of action that the Insured may have, or may bring, against the Company, arising out of the status of the title insured hereunder, must be based on the provisions of this policy, and all notices required to be given the Company, and any statement in writing required to be furnished the Company, shall be addressed to it at:

SAFECO TITLE INSURANCE COMPANY
National Claims Department
P.O. Box 2233
Los Angeles, California 90051

6. THIS POLICY IS NOT TRANSFERABLE.

COMPLAINT NOTICE: SHOULD ANY DISPUTE ARISE ABOUT YOUR PREMIUM OR ABOUT A CLAIM THAT YOU HAVE FILED, CONTACT THE AGENT OR WRITE TO THE COMPANY THAT ISSUED THE POLICY. IF THE PROBLEM IS NOT RESOLVED, YOU MAY ALSO WRITE TO THE STATE BOARD OF INSURANCE, DEPARTMENT C, 1110 SAN JACINTO BLVD., AUSTIN, TEXAS 78786. THIS NOTICE OF COMPLAINT PROCEDURE IS FOR INFORMATION ONLY AND DOES NOT BECOME A PART OR CONDITION OF THIS POLICY.

OWNER POLICY OF TITLE INSURANCE
Texas Form T-1 (Rev. 3-1-85)
SAFECO Form No. TXT-0001 (Rev. 3-85)
SCHEDULE A

File No: GF# 86-816

Amount: $ 775,000.00

Date of Policy: July 22, 1986, at 8:51 o'clock am

Name of Insured: BOARD OF REGENTS OF STEPHEN F. AUSTIN STATE UNIVERSITY, a coeducational institution of higher education of the STATE OF TEXAS.

1. The estate or interest in the land insured by this policy is: (fee simple, leasehold, easement, etc. — identify or describe)

   Fee Simple

2. The land referred to in this policy is described as follows:

   ( DESCRIBED ON RIDER ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT A )

NACOGDOCHES ABSTRACT AND TITLE CO., INC.

[Authorized Signature]
This policy is subject to the Conditions and Stipulations hereof, the terms and conditions of the leases and easements, if any, shown in Schedule A, and to the following matters which are additional exceptions from the coverage of this policy:

1. The following restrictive covenants of record itemized below (the Company must either insert specific recording data or state "None of Record"):

None of Record

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or any overlapping of improvements.

3. Taxes for the year 19__ and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership.

4. The following lien(s) and all terms, provisions and conditions of the instrument(s) creating or evidencing said lien(s):

( DESCRIBED ON RIDER ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT B )
BEGINNING at a point for corner in the East margin of Raguet Street, from which a 3/4" iron pipe found bent for witness bears S 89°21'01" E 1.77 feet, said beginning corner being the SWC of a 4.57-acre tract described in deed from Etta Fay Hinds to Cecil R. Bomar et ux, dated September 14, 1957, recorded in Volume 270, Page 254 of the Deed Records Nacogdoches County, Texas;

THENCE S 89°44'22" E with the SBL of said 4.57-acre tract, at 1.77 feet pass a 3/4" iron rod set for witness from which a 6" Pine marked "X" bears S 65° E 7.3 feet and a total distance of 251.87 feet to a point for corner in the centerline of the existing channel of LaNana Creek, from which a 1/2" iron rod found for witness bears N 89°44'22" E 30.00 feet, said corner being the NWC of a 5.34-acre tract described as Second Tract in a deed from Mamie Blount Tucker to Byron McGough, dated October 1, 1984, recorded in Volume 545, Page 189 of the Real Property Records Nacogdoches County, Texas;

THENCE with the centerline of the existing channel of LaNana Creek and the EBL of said 5.34-acre tract as follows:

S 00°35'24" W 176.83 feet;
S 05'18'45" E 518.79 feet;
S 16°29'38" E 47.50 feet to a point for corner at the intersection of the centerline of the existing channel of LaNana Creek and the old bed of LaNana Creek from which a 3/8" iron rod found for witness bears N 88°40'00" E 20.00 feet, said corner being the NWC of a 2.53-acre tract described as First Tract in the said deed recorded in Volume 545, Page 189;
Creek to a point for corner at the intersection of the center-line of the existing channel of LaNana Creek and the old bed of LaNana Creek from which a 3/8" iron rod set for witness bears N 87°32'24" W 40.00 feet, from said witness a 7" Willow marked "X" bears N 74° E 15.5 feet, said corner being in the EML of said 112.5-acre tract and being the SWC of said 2.53-acre tract and also being the NEC of a 209.35-acre tract described in deed from Eugene H. Blount et al to The State of Texas, dated September 6, 1917, recorded in Volume 99, Page 617 of the Deed Records Nacogdoches County, Texas;

THENCE N 87°32'24" W with the NBL of said 209.35-acre tract at 40.00 feet pass a 3/8" iron rod set for witness and a total distance of 930.20 feet to a cyclone fence corner post for corner;

THENCE N 87°38'34" W 731.06 feet continuing with the NBL of said 209.35-acre tract to a point for corner in the East margin of Raguet Street, from which a 1/2" iron rod set for witness at the end of a cyclone fence bears N 87°38'24" W 0.39 feet;

THENCE N 01°07'35" E 1,093.23 feet with the East margin of Raguet Street to the place of BEGINNING, containing 38.91 acres of land.


(3) Easement set forth in instrument from Edward B. Tucker and Mamie Blount Tucker to the City of Nacogdoches, dated May 1, 1972, recorded in Volume 374, Page 589 of the Deed Records of Nacogdoches County, Texas.


(5) Rights of parties in possession.

(6) Any portion of the subject property within the boundaries of any road, street, or alley.

(7) Any visible and/or apparent easements over, across or upon the subject property.

(8) The company does not guarantee acreage or footage computations.