



8-5-1997

## University of Tennessee Board of Trustees Exhibit Records, 1997 August 5, Exhibits 1 - 2

University of Tennessee

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Office of the General Counsel and Secretary  
719 Andy Holt Tower  
Knoxville 37996-0170  
Telephone 423 / 974-3245  
FAX 423 / 974-3074

TO: Members of the Board of Trustees

FROM: Beauchamp E. Brogan 

DATE: July 21, 1997

SUBJECT: Telephone Conference Call of the Board of Trustees  
11:00 a.m. EDT, Tuesday, August 5, 1997

Upon call of the Vice Chairman, there will be a special meeting of the Board of Trustees via telephone conference call at 11:00 a.m. EDT, Tuesday, August 5, 1997 originating from the Office of the President, 831 Andy Holt Tower, The University of Tennessee, Knoxville.

The primary purpose of the meeting is to accept a gift from Dr. William W. Burchfiel and authorize construction of a geography building on the Knoxville campus. An agenda and appropriate backup material are attached.

We will call you within the next few days to ascertain your availability for the meeting.

BEB:ll  
Enclosure  
cc: Members of the President's Staff

ORDER OF BUSINESS  
BOARD OF TRUSTEES  
THE UNIVERSITY OF TENNESSEE

11:00 a.m. EDT  
Tuesday, August 5, 1997

President's Office  
831 Andy Holt Tower

- A. Roll call.
- B. Acceptance of Dr. William W. Burchfiel gift and authorization to construct geography building, The University of Tennessee, Knoxville campus.
- C. Approval of UTSI Student Fee Schedule.
- D. Other business.

FOR IMMEDIATE USE FROM UT NEWS CENTER (423-974-2225)-JB  
July 28, 1997

UT Trustees Called for Special Meeting (90)

KNOXVILLE, Tenn.-- The University of Tennessee Board of Trustees will meet by telephone conference call at 11 a.m., Aug. 5.

Beauchamp Brogan, UT general counsel and secretary to the board of trustees, said the special meeting was called by Bill Sansom, vice chairman of the board.

The purpose of the meeting is to consider acceptance of a private gift to UT and authorization to construct a geography building on the campus of UT-Knoxville, Brogan said.

The conference call will originate from the Office of the President, 831 Andy Holt Tower.

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Contact: Beauchamp Brogan (423-974-3245)  
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Office of the Executive Vice President and  
Vice President for Business and Finance  
709 Andy Holt Tower  
Knoxville, TN 37996-0174  
Telephone (423) 974-2243  
Fax (423) 974-1324

**MEMORANDUM**

**TO:** Board of Trustees  
**FROM:** Emerson H. Fly *EHF*  
**SUBJECT:** FY 1997-97 Student Fees  
**DATE:** July 7, 1997

In preparing the fee schedules presented to the Board for approval in June, we inadvertently failed to change the fee schedule for the UT Space Institute to reflect an 8.0% increase in graduate fees. Historically, the graduate fees at the UTSI and UT Knoxville have been the same for the following reasons:

- (1) UTSI is academically a part of UT Knoxville,
- (2) UTSI and UT Knoxville have joint offerings of courses and programs, and
- (3) UTSI students are awarded degrees from UT Knoxville.

Attached is a revised fee schedule for the UT Space Institute which reflects the proposed fee increase of 8.0%. Your favorable approval of these fees is requested.

If you have any questions or need additional information, please do not hesitate to call.

ssd

Attachment

cc: Joseph E. Johnson  
Beauchamp E. Brogan

## UT SPACE INSTITUTE

### FULL-TIME STUDENTS Per Semester Rate

	CURRENT FEES		PROPOSED FEES	
	Fall & Spring 1996-97	Summer 1997	Fall & Spring 1997-98	Summer 1998
IN-STATE MAINTENANCE FEE	\$ 1,232	\$ 1,232	\$ 1,331	\$ 1,331
PROGRAMS & SERVICES FEE	75	45	75	45
<b>Total In-State Fees</b>	<b>\$ 1,307</b>	<b>\$ 1,277</b>	<b>\$ 1,406</b>	<b>\$ 1,376</b>
OUT-OF-STATE TUITION	2,168	2,168	2,341	2,341
<b>Total Out-of-State Fees</b>	<b>\$ 3,475</b>	<b>\$ 3,445</b>	<b>\$ 3,747</b>	<b>\$ 3,717</b>

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### PART-TIME STUDENTS Per Semester Hour Rate

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*Total charges not to exceed the full-time maintenance fee for in-state students or the maintenance fee plus tuition for out-of-state students.*

	CURRENT FEES		PROPOSED FEES	
	Fall & Spring 1996-97	Summer 1997	Fall & Spring 1997-98	Summer 1998
IN-STATE MAINTENANCE FEE	\$ 142	\$ 142	\$ 150	\$ 150
PROGRAMS & SERVICES FEE *	8	8	8	8
<b>Total In-State Rate</b>	<b>\$ 150</b>	<b>\$ 150</b>	<b>\$ 158</b>	<b>\$ 158</b>
OUT-OF-STATE TUITION	236	236	258	258
<b>Total Out-of-State Rate</b>	<b>\$ 386</b>	<b>\$ 386</b>	<b>\$ 416</b>	<b>\$ 416</b>

\* Part-time students taking at least 6 semester hours may elect to pay the full Programs and Services Fee.



TO: Members of the Board of Trustees

FROM: Joseph E. Johnson 

DATE: July 21, 1997

SUBJECT: UTK - Geography Building

Office of the President  
800 Andy Holt Tower  
Knoxville 37996-0180  
Telephone (423) 974-2241  
Fax (423) 974-3753

The Executor of Dr. William W. Burchfiel's estate has advised the University that proceeds from the residual estate are available to the University to construct a new Geography Building on the Knoxville Campus. These funds are made available subject to certain terms and conditions outlined in Dr. Burchfiel's Will. The available funds from the estate will total approximately \$4,615,000.00, and we are of the opinion that such sum will be sufficient to construct and equip the building. In fact, we will act to live with funds available from the estate.

The Administration recommends the Board accept the Burchfiel gift in accord with the terms and conditions of the Will. A proposed resolution to that effect is attached. The proposed Geography building will be comprised of classrooms, offices, geographic information system space, and research space. This building will provide the Department of Geography with appropriate space for instruction and scholarship in the modern study and application of Geography. A condition of this major gift is that this new building be named The Burchfiel Geography Building in honor of Dr. Burchfiel's father, Mr. W.W. Burchfiel, Sr.

We are also recommending that the Board approve the proposed project for submission to the State Building Commission as well as authorization to enter into the contracts required by this project.

Recommended Board of Trustees Action:

The Board of Trustees is requested to approve acceptance of the Burchfiel gift in accord with terms and conditions of the Will and approve the proposed project and authorize the University Administration to submit the project to the State Building Commission. Additionally, the University Administration requests authorization to enter into contracts for design and construction within available funds and any other agreements necessary to expedite receipt of the bequest and completion of the project.

JEJ:mk





**RESOLUTION ACCEPTING THE BEQUEST OF  
WILLIAM WESLEY BURCHFIEL**

WHEREAS, William Wesley Burchfiel of Sevierville, Sevier County, Tennessee passed away on December 1, 1993, with his Last Will and Testament being admitted to probate on December 13, 1993; and

WHEREAS, James Jack Denton of Sevierville, Tennessee was named as Personal Representative under the Will and as Trustee of a trust for the residuary estate created thereby; and

WHEREAS, The University of Tennessee was named as a contingent beneficiary of said trust under terms and conditions specified in the Will; and

WHEREAS, by letter dated June 3, 1997, Mr. Denton notified the University that the proceeds of the residuary estate (\$4,615,580.00) will be provided to the University of Tennessee for the construction of a new modern Geography Building on the Knoxville Campus, subject to the terms and conditions set forth in said Will, a copy of which is here attached as Appendix 1; and

WHEREAS, by letter dated June 24, 1997, Mr. Denton clarified the matching fund requirement as follows: "if the proceeds of the residuary estate are sufficient to complete the building, there will be no matching funds requirement and if the proceeds of the residuary estate are insufficient to complete the building, the obligation to 'match' funds will be limited to the amount required to complete the building." Copies of Mr. Denton's June 3 and 24 letters are here attached as Appendices 2 and 3; and

WHEREAS, The University of Tennessee desires to accept the Burchfiel bequest upon the terms and conditions stipulated.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees accepts the Burchfiel bequest under the terms and conditions set out in the Last Will and Testament of William Wesley Burchfiel, as clarified by Mr. Denton's June 24, 1997 letter.

BE IT FURTHER RESOLVED, that Joseph E. Johnson, President of The University of Tennessee, is authorized to designate appropriate University officials to act on the University's behalf in all matters regarding this project.

BE IT FURTHER RESOLVED, that construction of the proposed Geography Building is approved and the University is authorized to submit the project to the State Building Commission. In addition, authorization is hereby granted to enter into contracts for design and construction within available funds and for such other agreements as may reasonably be necessary to expedite receipt of the bequest and completion of the project.

BE IT FURTHER RESOLVED, that the Board of Trustees expresses deep appreciation to William Wesley Burchfiel and his family for his generosity to The University of Tennessee for instruction and research in the field of geography at The University of Tennessee, Knoxville.

BE IT FURTHER RESOLVED, that the Secretary of the Board of Trustees shall send a certified copy of this resolution to Mr. Denton advising him of the Board's action.

ADOPTED this \_\_\_ day of August, 1997.

CERTIFICATE

I, Beauchamp E. Brogan, Secretary of the Board of Trustees of The University of Tennessee, do hereby certify that the foregoing is a true and perfect copy of a resolution duly adopted by the Board of Trustees of The University of Tennessee at a special meeting on \_\_\_\_\_, 1997, and that said resolution is still in force and effect and properly recorded in my office in the minutes of said Board of Trustees.

IN WITNESS WHEREOF I have hereunto set my hand and official seal of The University of Tennessee, this \_\_\_\_ day of \_\_\_\_\_, 1997.

\_\_\_\_\_  
Beauchamp E. Brogan  
Secretary

Sworn to and subscribed before me

this \_\_\_\_ day of \_\_\_\_\_, 1997.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Will 1-1-11 300

# Last Will and Testament

OF

**WILLIAM WESLEY BURCHFIEL**

I, **WILLIAM WESLEY BURCHFIEL**, of Sevierville, Sevier County, Tennessee, do make, declare and publish this my Last Will and Testament, hereby revoking all former Wills and Codicils.

I

## REFERENCES

**A. FAMILY.** I hereby declare that I am unmarried. I further declare that I have no children. I have one (1) sister, to-wit: **MARGARET B. MONTGOMERY**. Her address is 6108 Kaywood Drive, Knoxville, TN 37920.

**B. FIDUCIARIES.** For convenience, the fiduciaries (including any alternates) hereinafter appointed are sometimes referred to as the Executor, Personal Representative and the Trustee, regardless of the gender or the number of the parties serving in each capacity.

II

## DEBTS, ADMINISTRATION EXPENSES AND TAXES

All of my lawful debts, my funeral expenses and the expenses of administration of my estate shall be paid by the Personal Representative as soon as practicable after my death. My Personal Representative shall pay all estate, inheritance and other death taxes which shall become payable by reason of my death, whether in respect of property passing under this Will or otherwise, as an expense of administration, without apportionment.

III

## POWERS OF PERSONAL REPRESENTATIVE AND TRUSTEE

The Personal Representative and Trustee, including any substitute or successor Personal Representative or Trustee, in the exercise of a reasonable discretion with

respect to all property, real and personal, at any time forming a part of my estate or the contingent trust hereunder, may exercise any and all of the powers set forth in Tennessee Code Annotated Section 35-50-110, to the extent applicable, all of which provisions and powers are incorporated herein by reference, even if said statute be amended or repealed hereafter and even if my estate or the contingent trust hereunder be administered in a state other than Tennessee. Without in anyway limiting the foregoing, the Personal Representative shall at all times during the administration of my Estate be vested with all the powers, duties and authority of the Trustee herein provided, and shall be authorized to make payments in the same manner and to the same extent as if it were acting as testamentary Trustee.

#### IV

#### FIDUCIARIES

A. PERSONAL REPRESENTATIVE. I appoint my cousin, JAMES JACK DENTON of 765 Old Douglas Dam Road, Sevierville, TN 37862 as the Personal Representative of this my Last Will and Testament. If JAMES JACK DENTON is unable to serve as the Personal Representative for any reason, then I appoint LYLE ALLEN OVERBAY of 123 Cedar Hills Road, Sevierville, TN 37862 as the alternate Personal Representative. I direct that no bond be required of either of them for the faithful performance of their duties.

I direct that my Personal Representative shall receive a fee which shall not exceed the sum of TEN THOUSAND (\$10,000.00) DOLLARS for all services hereunder.

#### B. TRUSTEE.

1. APPOINTMENT. I appoint JAMES JACK DENTON as the Trustee of the contingent trust hereunder. If JAMES JACK DENTON\_ is unable to serve as the Trustee for any

*William W. B...  
\_\_\_\_\_*

reason, I appoint **LYLE ALLEN OVERBAY** as the alternate Trustee. I direct that no bond be required of them for the faithful performance of their duties.

2. **REPORTS.** The Trustee is excused from making any accounting or report to any court regarding the administration of the contingent trust hereunder, but at least annually there shall be furnished to each income beneficiary of the trust a statement of receipts and disbursements, as well as a statement of the net value of the trust.

v

#### **SPECIFIC BEQUESTS**

I do hereby make the following specific bequests to be first distributed from my estate:

**A. To my sister, MARGARET B. MONTGOMERY, I give, devise and bequeath the following:**

1. My one-half (1/2) interest in the real property and the contents, furniture and fixtures situated at 222 Parkway, Sevierville, Sevier County, Tn 37862 which real property is improved with a building known as the Burchfiel Office Building, and also any checking accounts or other deposits due or a result of the operation and rental of said building.

2. My personal residence, being the real estate known as Lots 50, 51, 52, 53, 54 and 55 of GREATER MARSHALL WOODS EXTENDED SUBDIVISION, Section 2 and as shown on a revised plan of the resubdivision of Lots 48 through 57 of GREATER MARSHALL WOODS EXTENDED SUBDIVISION being identified thereon as Lot 51, 53, 54 and 55, said map being of record in Map Book 22, Page 6 in the Register's Office for Sevier County, Tennessee, to which plat reference is here made for particular description.

3. All of the personal property located in the above described premises, being my house and contents, personal automobiles furniture and fixtures including a gas

tank and the gas therein, located in Greater Marshall Woods Extended Subdivision, except the automobiles which my Personal Representative is to dispose of separately.

4. All of the insurance money that I have or am entitled to receive from Equitable and Veterans Administration Insurance.

B. I give, devise and bequeath unto the SEVIER COUNTY MEDICAL CENTER of the Fort Sanders Hospital Association, the sum of FIVE THOUSAND (\$5,000.00) DOLLARS to be used to purchase new wheelchairs. This bequest is specifically designated for the Sevier County location of the Fort Sanders - Sevier Medical Center and no further or otherwise and the wheel chairs purchased with this bequest shall be engraved with the inscription "Sevier Medical Center-Gift of Bill Burchfiel".

C. To the FIRST UNITED METHODIST CHURCH OF SEVIERVILLE I give the sum of TEN THOUSAND (\$10,000.00) DOLLARS to apply on a new parsonage either for the purchase of land or the construction of a new building for said parsonage.

#### VI

#### RESIDUARY ESTATE

A. I direct that after satisfying all the specific bequests and devises hereinabove made, and after payment of all estate and inheritance tax or other expenses of my estate, all of the rest and residue and of my property my Personal Representative shall sell and convert to cash all assets of my estate, except such assets as have hereinabove been specifically provided for, at such time, place and upon such terms and conditions as my Personal Representative shall, in his absolute discretion, deem appropriate. The sale shall be conducted within eighteen (18) months after my death, and the proceeds from said sale shall, after payment of all debts, costs of administration, and applicable taxes of any type or nature, become a part of

my residuary estate to be held in trust, managed and distributed in accordance with the terms and conditions of the trust hereinafter set forth.

B. My Trustee shall use the entire amount of my residuary estate for the following purposes and under the following conditions:

1. To establish and build a community college campus on approximately sixty-five (65) acres of land within the confines of Sevier County, Tennessee provided the following conditions can be accomplished:

(a) The college must be an independent, free standing and state supported regional community college on a Sevier County Campus.

(b) Establishment of the Sevier County Campus of the community college shall be approved as a part of the State University and Community College System as governed by the Tennessee Board of Regents.

(c) Any decisions with regard to the operation, continuation, termination and/or establishment and expansion and development of the community college campus shall be approved by the Tennessee Board of Regents as a part of the State University and Community College System of Tennessee.

(d) The Cities of Sevier County, the County, its private citizens and other public or private foundations shall match on a dollar for dollar basis the amount funded for this trust to be used as construction funds for the Sevier County Campus of the community college system.

(e) The matching funds may be in the form of pledges, past, present or future and any funds pledged must be eighty (80%) percent collected within two and one-half (2-1/2) years after my death.

(f) My Trustee, or whoever should administer and account for the funds contributed or pledged shall take steps to make certain that the contributions are non-taxable deductions from both federal taxes and state, if any. To this end, I direct my Trustee to have the holder of such funds bonded in an amount equal to or greater than the total amount to be contributed to this cause and to deal with or establish whatever entity necessary to assure that the contributions are tax deductible.

*Walter ...*

(g) Construction must begin within three and one-half (3-1/2) years after my death.

(h) It is my preference that the community college campus be named the "Great Smoky Mountains Community College" or some similar name suitable to reflect the sentiments of the Sevier County region. This regional concept would preclude the use of a name like "Walters" which does not reflect the entire region.

(i) If for any reason whatsoever the State University Community College System of Tennessee by its Tennessee Board of Regents should fail to act as set out herein or if for any reason whatsoever the citizens, cities, county of Sevier and any other foundation shall fail to have sufficient funds to match this bequest for the community college campus in Sevier County, Tennessee, then all funds contributed by citizens, the cities of Sevier County, Sevier County, and any foundations or associations shall be returned in full, if the donors so elect.

2. In the event the citizens and others enumerated above and the Cities and County of Sevier County, Tennessee do not or will not provide the matching funds for a Sevier County Community College Campus, then and in such an event, I direct my Trustee to provide the proceeds of my residuary estate to the University of Tennessee, Knoxville, Tennessee for the construction of a new modern geography building according to the need as determined by the University of Tennessee Trustees subject to the following terms and condition:

(a) Said fund is to be matched either by contributions from the State of Tennessee or donations from alumni or other public or private donors in such a manner as may be necessary for completion of said building;

(b) The building shall be erected on the University of Tennessee, Knoxville Campus, shall be in honor of my father, W.W. Burchfiel, Sr. and his recognition so inscribed in marble in an appropriate dimension over the front entrance and to be known in perpetuity as the Burchfiel Geography Building;

(c) Within six (6) months after this trust fund is made available to the University of Tennessee, the said Trustees of the University of Tennessee, Knoxville Campus, shall determine to accept this gift under the terms set out in this Will, said Trustee shall notify my Personal Representative and publicly announce the same;



(d) The design of such building must be completed and the contract for construction thereof awarded within one (1) year after the acceptance of said gift and the same must be completed and ready for use within two (2) years thereafter.

(e) The determination of any question or problem arising out of this gift or any clarification thereof is to be determined solely by my Personal Representative whose decision shall be binding and final. It is expected that all matters from the location of the building on the campus, the plans and the construction shall be coordinated between my Personal Representative, the University of Tennessee Board of Trustees and the contractors and architects.

3. In the event that the Board of Trustees of the University of Tennessee elect not to accept this gift under the terms and stipulations hereinabove set out, my Trustee shall donate this sum, in its entirety to the elected Trustees of the First United Methodist Church, Corner of Parkway and Cedar Street, Sevierville, Sevier County, Tennessee.

#### VII

#### CONTEST

In the event that anyone should for any reason whatsoever decide to contest this Will, then said contestant shall receive the total of ONE (\$1.00) DOLLAR to satisfy all claims that said contestant may have. Any contest of this Will must be filed within six (6) months of the time of my death.

IN WITNESS WHEREOF, I have subscribed my name to this my Last Will and Testament, consisting of this and the preceding seven (7) typewritten pages, and for the purpose of identification, I have signed each such page at the bottom thereof, all in the presence of the persons witnessing it, at my request, on this the 16 day of Aug., 1993, at Sevierville, Tennessee.

William W. Burchfiel  
WILLIAM WESLEY BURCHFIEL

ATTESTING WITNESSES:

Brenda R. Manis

J. Gene L. Harris

Admitted to Probate 12-13-93  
Charles D. Sexton  
Trial Justice Judge  
Probate Division

AFFIDAVIT

STATE OF TENNESSEE

COUNTY OF SEVIER

Brenda R. Manis AND J. Anne Williams after first being duly sworn or affirming, make oath or affirm that the foregoing Last Will and Testament was signed by the Testator as and for, and at that time acknowledged, published and declared by him to be his Last Will and Testament, in the sight and presence of us, the undersigned, who at his request and in his sight and presence, and in the sight and presence of each other, have subscribed our names as attesting witnesses on the 16 day of <sup>Aug</sup> ~~1993~~ <sup>1993</sup>; and we further make oath or affirm that the Testator was of sound mind and disposing memory, and not acting under the fraud, menace or undue influence of any person, and was more than 18 years of age; and that each of the attesting witnesses is more than 18 years of age.

Brenda R. Manis  
J. Anne Williams

Sworn to and subscribed before me, this the 16 day of ~~1993~~ <sup>1993</sup>.

Jacqueline F. Reed  
 Notary Public

My Commission Expires: 7-29-96

WNB.W (WLL-D2)

James Jack Denton  
765 Old Douglas Dam Road  
Sevierville, TN 37876  
(423) 453-3528

June 3, 1997

*VIA Certified Mail*  
*Return Receipt Requested*  
Dr. Joseph E. Johnson, President  
University of Tennessee  
831 Andy Holt Tower  
Knoxville, TN 37996-0180

Re: Estate of William W. Burchfiel

Dear Dr. Johnson:

As Executor and Trustee under the Last Will and Testament of William W. Burchfiel, I am pleased to inform you that pursuant to the terms of Dr. Burchfiel's Last Will and Testament, the proceeds of his residuary estate, \$4,615,580.00, will be provided to the University of Tennessee for the construction of a new modern Geography Building according to the need as determined by the University of Tennessee's Trustees subject to the following terms and conditions:

1. The amount of the proceeds of the residuary estate, as specified above, is to be matched either by contributions from the state of Tennessee, donations from alumni or other public or private donors in such a manner as may be necessary for completion of the building.

2. The building shall be erected on the University of Tennessee, Knoxville Campus, and shall be in the honor of Dr. Burchfiel's father, W.W. Burchfiel, Sr. This recognition is to be inscribed in marble in an appropriate dimension over the front entrance. The building is to be known as the "Burchfiel Geography Building."

Dr. Joseph E. Johnson

Page 2

3. Within six (6) months after the date on which the University receives this letter (as indicated by the Return Receipt), the Board of Trustees of the University of Tennessee shall determine whether it wishes to accept this gift under the terms set out under the Will. If the Board of Trustees determines to accept the gift, the Trustees must notify me and make a public announcement of the gift before the expiration of such six (6) month period.

4. Within one (1) year after the date of the University's acceptance of the gift the design of the building must be completed and the contract for construction awarded. The Will also requires that the building must be completed and ready for use within two (2) years after the design of the building has been completed and the contract for construction has been awarded.

5. The Will contemplates that all matters from the location of the building on the campus, the plans and the construction shall be coordinated between me as the Personal Representative of Dr. Burchfiel's estate, the University of Tennessee Board of Trustees, and the project's contractors and architects. I will be pleased to work with any administrative official the Board of Trustees designates to serve as the contact person for the development of this project.

I must retain control of the proceeds of the residuary estate during this project because, in the event of the breach of any of the terms and stipulations set out in the Will upon which this bequest is contingent, these funds must be distributed to the First United Methodist Church in Sevierville. During the construction of the building, I will be pleased to work with the University in the investment and management of these funds. I am willing to work with The University of Tennessee to enable withdrawal and use of these funds for the construction of the building provided that The University is willing to enter into a binding agreement to repay the funds to the Estate in the event of the breach of any of the terms and stipulations set out in the Will.

Dr. Joseph E. Johnson

Page 3

A copy of the Will is enclosed for your reference. Should you have any questions or require clarification regarding any of the terms and conditions of this bequest, please do not hesitate to contact me.

In the event the University of Tennessee decides to accept this gift within the six (6) month period described in the Will, the Board of Trustees should send me written notification of the acceptance of such gift. This acceptance must include written confirmation of The University's commitment to provide the required matching funds, and to honor all of the other terms and conditions of the bequest contained in the Will, as specified above. Should you have any questions regarding this matter, please do not hesitate to contact me or my attorneys at Anne M. McKinney, P.C.

Sincerely,



James Jack Denton,  
Executor of the Estate of  
William Wesley Burchfiel

Enclosure: Copy of Will

James Jack Denton  
765 Old Douglas Dam Road  
Sevierville, TN 37876  
(423) 453-3528

June 24, 1997

Dr. Joseph E. Johnson, President  
University of Tennessee  
831 Andy Holt Tower  
Knoxville, TN 37996-0180

Re: Estate of William Wesley Burchfiel

Dear Dr. Johnson:

The University has requested clarification of the following requirement under the Will of William Wesley Burchfiel:

“(a) Said fund is to be matched either by contributions from the State of Tennessee or donations from alumni or other public or private donors in such a manner as may be necessary for completion of said building;”

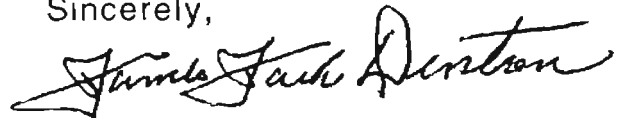
The Burchfiel bequest is to be used to construct a new modern geography building according to need as determined by the Board of Trustees. As Executor and Trustee, I read the Will to mean that the Board of Trustees is to determine the specifications of the new geography building based on its assessment of the University's needs. The cost of a new modern geography building will be determined by the specifications of the building as determined by the Board of Trustees. To the extent the proceeds of the residuary estate are not sufficient to complete the building as initially contemplated by the Board of Trustees, then, and in that event, subparagraph (a) of the bequest requires that the proceeds of the residuary estate be matched by contributions from the State of Tennessee, donations from alumni or other public and private donors in an amount necessary to complete the building. Accordingly, if the proceeds

Dr. Joseph E. Johnson  
Page 2

of the residuary estate are sufficient to complete the building, there will be no matching funds requirement and if the proceeds of the residuary estate are insufficient to complete the building, the obligation to "match" funds will be limited to the amount required to complete the building.

If the University of Tennessee decides to accept the Burchfiel bequest, the Board of Trustees should send me written notification of the acceptance of such gift. This acceptance must include written confirmation of the University's commitment to provide the required matching funds (as such requirement has been clarified in this letter) and to honor all of the other terms and conditions of the bequest contained in the Will as specified in my letter to you of June 3, 1997. Should you have any questions regarding this matter, please do not hesitate to contact me or my attorneys at Anne M. McKinney, P.C.

Sincerely,



James Jack Denton,  
Executor of the Estate of  
William Wesley Burchfiel  
and Trustee of the Residuary  
Trust under the Estate of  
William Wesley Burchfiel

cc: Robert J. Walker, Esq.