

Minutes of the regular monthly meeting of the Executive Committee of the Board of Trustees, University of Kentucky, for Thursday, February 26, 1920

The Executive Committee of the Board of Trustees, University of Kentucky, met in regular monthly session in the President's office at the University on Thursday, February 26, 1920. The following members were present: R. C. Stoll, P. P. Johnston, Jr., and R. G. Gordon. Frank L. McVey, President of the University, and Wellington Patrick, Secretary of the Board, were also present.

(1) Adoption of Minutes. On motion, the minutes of the previous meeting were adopted as published.

(2) Report of the Business Agent. The report of the Business Agent was read and ordered filed in the records of the Board of Trustees.

(3) Insurance on Buildings. A report from the Business Agent and Superintendent of Buildings and Grounds on the amount of insurance carried on University buildings was read. The question was raised as to whether or not the University is carrying sufficient insurance on buildings, under the co-insurance clause of the policies. A committee, consisting of Mr. Gordon, President McVey and Senator Peak, was appointed and given full power to act in the matter.

(4) Pipe Line Lease with Great Southern Refining Company. The following lease with the Great Southern Refining Company was reported as executed, and on motion, approved by the Committee as executed:

THIS AGREEMENT made and entered into this the 11th day of February, 1920, by and between the University of Kentucky, a corporation, party of the first part, and Great Southern Refining Company, a corporation organized and existing under and by virtue of the laws of the State of Delaware, party of the second part,

W I T N E S S E T H:

That for and in consideration of Two Hundred Dollars in hand paid by the party of the second part to the party of the first part, receipt of which is hereby acknowledged, the party of the first part hereby grants to the party of the second part, and its successors and assigns, a right-of-way, to be designated only by the grantor, on which may be laid, maintained, operated and removed a pipe line for the transportation of oil and gas over and thru the lands of the first party, known as the Experiment Station Farm, situated in Fayette County, Kentucky, with the right of ingress and egress to and from the same, but only by regularly laid out roads or passages designated by the grantor. The said grantors, their heirs or assigns to fully enjoy the premises and the grantee to be tenant at will. The said grantee hereby agrees to pay upon demand any damages, as may be determined by the grantor, which may arise to crops, grass lands, fences, buildings, roads, live stock or other property belonging to the said grantor, through the laying, maintaining, operating and removing of said pipe line. It is understood and agreed that the operations of the said grantor are public in their nature and involve frequently a greater expense than may exist upon privately operated farms; therefore, that the rate of damage may only be determined by the grantor, and the grantee agrees to pay the damages that may be determined.

The said grantors, their heirs or assigns specifically grant permission for the installation of a one-pipe line. If additional pipe lines are desired, or if the grantee desires to change the size of the present pipe lines, it is understood that this lease does not grant any privilege other than that contained herein.

It is further agreed and understood between the parties that the said pipe line is not to be buried except at the request of the grantors.

This agreement is made pursuant to an action of the Executive Committee of the University of Kentucky at a regular meeting of the Committee held on January 21, 1920 at which a quorum of the Executive Committee was present.

IN WITNESS WHEREOF, the University of Kentucky has hereunto set its hand by Richard C. Stoll, Chairman of its Executive Committee, and has caused his act to be attested and the seal of the University to be affixed by Wellington Patrick, its Secretary, at Lexington, Kentucky the day and date first above written, and the Great Southern Refining Company has hereunto set its hand by J. E. Shatford, its General Manager, who has been duly authorized to execute this instrument.

UNIVERSITY OF KENTUCKY,

By Richard C. Stoll  
Chairman, Executive Committee.

SEAL

GREAT SOUTHERN REFINING COMPANY,

By Jno. E. Shatford  
General Manager.

Attest

Wellington Patrick  
Secretary

STATE OF KENTUCKY,            )  
  ) SS.  
COUNTY OF FAYETTE,         )

I, Urth D. Rose, a Notary Public in and for the County and State aforesaid, do hereby certify that the foregoing instrument of writing was produced to me in my office this day by J. E. Shatford, General Manager of the Great Southern Refining Company and was by him acknowledged to be the act and deed of the Great Southern Refining Company, and in my presence he stated that he was duly authorized by the said Great Southern Refining Company to execute and acknowledge this instrument.

4.

Whereupon, the said instrument and this my certificate are certified to the proper office for record.

Given under my hand and seal of office at Lexington, Kentucky this 25th day of February, 1920.

SEAL

Urth D. Rose  
Notary Public, Fayette Co., Ky.

My commission expires April 14, 1923

STATE OF KENTUCKY,        )  
                                  ) SS.  
COUNTY OF FAYETTE,     )

I, Emma Jaubert, a Notary Public in and for the County and State aforesaid, do hereby certify that the foregoing instrument of writing was this day produced to me in the State and County aforesaid by Richard C. Stoll, Chairman of the Executive Committee of the University of Kentucky, and it was acknowledged by him to be the act and deed of the University of Kentucky, and in my presence his act was attested and corporate seal of the University of Kentucky was attached by Wellington Patrick, its Secretary.

Whereupon, the said instrument and this my certificate are certified to the proper office for record.

Given under my hand and seal of office at Lexington, Kentucky this 17th day of February, 1920.

SEAL

Emma Jaubert  
Notary Public, Fayette Co., Ky.

My Commission Expires Jany. 17th, 1921

(5) Purchase of Lot on Winslow Street. A report on title from Mr. Pelham Johnston was read regarding a lot on Winslow Street, authorized to be purchased at the last meeting of the Committee. Mr. Johnston reported certain liens on the property which he said would be satisfied before the transfer was made. On motion, the Business Agent was instructed to make a check for the property payable to Mr. Johnston with the understanding that the latter would see that such claims were satisfied before or at the time the transfer was made, and to insure to the University that title to the property is clear.

(6) Legislative Matters. President McVey reported to the Committee, as a matter of information, that the State Budget Commission had recommended to the General Assembly the following items for the University of Kentucky budget, the items being in addition to the regular fixed mill tax and other fixed incomes for the University:

For the Experiment Station . . . .	\$50,000 annually for two years
For agricultural extension work	108,000 for the first year
For agricultural extension work	126,000 for the second year
For engineering equipment . . . . .	30,000 a year for two years
For agricultural instruction ..	30,000 a year for two years
For dormitory construction . . . .	75,000 a year for two years

(7) Memorial Tablet. President McVey reported to the Committee that the memorial tablet for University students who had lost their lives in the war, discussed at previous meetings, had temporarily been lost sight of because of the discussion of the Memorial Building. President McVey was requested by the Committee to make inquiries from reliable concerns regarding a design and probable cost of a suitable tablet.

(8) Appointments, Resignations, Increases in Salaries, and Leaves of Absence. The following list of appointments, resignations, increases in salaries, and leaves of absence was recommended by President McVey, and on motion, approved by the Committee, as recommended:

Appointments

Appointment of Miss Lillian Martin as clerk in the Department of Veterinary Science, at a salary of \$75 a month, effective February 1, 1920

Appointment of Miss Georgia Beck as clerk in the Department of Entomology and Botany, Experiment Station, at a salary of \$75 a month, effective February 3, 1920

Appointment of Miss Ruby Stivers as clerical assistant in the Office of Farm Management, at a salary of \$20 a month, on half time basis.

Appointment of Carl W. Buckler as assistant club agent, Extension Division, at a salary of \$2,400 a year, effective March 1, 1920, or at such date as he may report for duty. He has the degree of B. S. from the University of Illinois, having majored in agricultural education. He was graduated in June, 1915, and since then has successfully occupied a position at the State Normal School, Charleston, Illinois, and for three years was a superintendent of a large farm near Glenwood. For the past year, he has been county agent in Monroe County, West Virginia.

Reappointment of W. D. Iler as assistant chemist in the Department of Chemistry, Experiment Station, at a salary of \$80 a month, effective February 2, 1920

Appointment of Homer G. Cress as cow tester in the Extension Division, to do work with testing circles, advanced registry associations and such other similar duties as the University wishes to assign to him, at a salary of \$120 a month, effective February 1, 1920

Appointment of Miss Claire Kerr Freckman as stenographer in the Department of Animal Husbandry, Dairy Section, at a salary of \$75 a month, effective January 24, 1920

Increases in Salaries

Increase in salary of B. G. Nelson, district agent, to \$3,000 a year, effective February 1, 1920

Increase in salary of Miss Minnie Pherigo, requisition clerk in the Business Office, to \$90 a month, effective February 1, 1920

Increase in salary of Miss Mary C. Gormley, budget clerk in the Business Office, to \$90 a month, effective February 1, 1920

Salary of Dr. Harry Best to be \$650 for second semester 1920, or \$130 a month beginning February 1, 1920

#### Resignations

Resignation of Mrs. Susan G. Weaver, home demonstration agent, Henderson County, Kentucky, effective December 31, 1919

Resignation of L. E. Weaver, specialist in poultry extension, effective March 1, 1920, to engage in commercial work.

The resignation of Professor E. C. Mabie to take effect at the end of the University year was accepted.

#### Leaves of Absence

Leave of absence is granted to F. E. Merriman, district agent, for one year, effective February 16, 1920, under such conditions as the Dean of the College of Agriculture and the President of the University may arrange. Mr. Merriman desires to take the position of county agent for Jefferson County, and is led to make the request because of his physical condition. His physician advises him that it is necessary to take a position which will enable him to be at home more of the time.

(9) Athletic Council. President McVey presented to the Committee a report of a committee recently appointed by him to consider the advisability of an Athletic Council. He stated that the report, under the rules of the University, should receive consideration by the University Senate, but that he wanted the advice of the Executive Committee regarding the matter. With certain minor changes the report was approved and recommended to the University Senate.

(10) Sigma Nu Fraternity Lease. The form of lease drawn by the committee appointed at a previous meeting for a building site for the Sigma Nu Fraternity was read to the Committee with the statement that it was satisfactory to the Fraternity. On motion, the Chairman of the Executive Committee and the Secretary of the Board were authorized on behalf of the University to enter into the following agreement:

KNOW ALL MEN BY THESE PRESENTS: THAT, WHEREAS, the University of Kentucky has been requested by the Memorial House Corporation of the Sigma Nu Fraternity to lease to it for a nominal consideration, and for a long period of years, the land hereinafter described, belonging to the University, in order that said Fraternity Corporation may erect thereon a house for the use of members of said Fraternity;

NOW, THEREFORE, said University of Kentucky, Lessor, and the Memorial House Corporation of the Sigma Nu Fraternity, Lessee,

WITNESSETH: That the said lessor, in consideration of the rents and covenants hereinafter contained and by said lessee and its assigns to be paid and performed, does hereby grant, demise and lease to the said lessee, its successors and assigns, the premises situated in the City of Lexington, in the County of Fayette, and State of Kentucky, and described as follows:

A certain tract or parcel of land situated in Lexington, Kentucky and bounded as follows: Beginning at a point in the north property line of Winslow Street  $652\frac{1}{2}$  feet from the east curb line of South Limestone Street, then in an easterly direction 90 feet to a point in the north property line of Winslow Street, then in a northerly direction at right angles to Winslow Street 100 feet, thence in a westerly direction parallel to Winslow Street 90 feet, then in a southerly direction at right angles to Winslow Street 100 feet to the place of beginning.

(Surveyed February 27, 1920 by William A. Newman, Surveyor.)



To Have and To Hold the same, with the appurtenances, unto the said lessee, its successors and assigns, from the 27th day of February, A. D. 1920, for and during the full term of fifty (50) years next ensuing, and renewable for a further period of fifty (50) years upon the same terms and conditions.

Yielding and paying therefor, during the said term, the sum of Five Dollars (\$5.00) per year, payable upon the execution and delivery of these leases, and each year in advance thereafter.

Provided, however, that if said rent, or any part thereof, shall remain unpaid for sixty (60) days after it shall become due, and without demand made therefor; or if said lessee shall assign this lease, or any interest therein or thereunder or under-let said leased premises or any part thereof, or if said lessee's interest herein or any part thereof shall be sold or assigned by operation of law, or sold or assigned under execution or other legal process or order of court or otherwise, without the written consent of said lessor, its successors or assigns, first had; or if said lessee or assigns shall fail to keep any of the other covenants of this lease by said lessee to be kept; it shall be lawful for said lessor, its successors or assigns, into said premises to re-enter, and the same to have again, repossess and enjoy, as in its first and former estate; and thereupon this lease, and everything therein contained on the said lessor's behalf to be done and performed, shall cease, determine and be utterly void.

And said lessee, for itself and for its successors and assigns, covenants and agrees with said lessor, its successors and assigns, as follows, that is to say: that said lessee will pay said rents, in manner aforesaid, unless said premises shall be destroyed or rendered untenable by fire or unavoidable accident, that it will not do or suffer any waste therein; that it will not assign this lease or any interest herein or hereunder, nor underlet said premises, nor any part thereof, nor permit its interest under this lease, or any part thereof, to be sold or assigned by operation of law or under execution or other legal process or order of court or otherwise without the written consent of the said lessor, and that at the end of said term it will deliver up said premises in as good order and condition as they now are, or may be put by said lessor, reasonable use and ordinary wear

and tear thereof, and damage by fire and other unavoidable casualty excepted; and further, that for the said rents to be paid by said lessee and assigns, a lien is hereby reserved upon the premises hereby leased, and the interest of said lessee and assigns in the to the same, in favor of said lessor, its successors and assigns, prior and preferable to any and all other liens thereupon whatsoever.

The said lessee may erect on the premises hereby leased a building or buildings to be used as a college fraternity house for students attending the University of Kentucky, but for no other purpose of any kind whatever, unless said lessor, through its Board of Trustees, shall give its written consent thereto.

In view of the fact that other Greek letter fraternities will probably apply for leases of land upon which to erect their fraternity houses, and said lessor desires to keep within its control the general design and architecture, and cost of fraternity houses erected upon the University property, it is therefore expressly covenanted and agreed by said lessee herein that it will submit for the approval of lessor the plans and specifications for any building or buildings to be erected upon said leased premises by lessee, together with the cost of said building or buildings, and said lessee will not begin to erect said buildings until it shall have received written consent and approval of lessor; and any changes which may at a subsequent date be made in the appearance or architecture of said buildings, and which may materially increase the cost, must be also submitted to said lessor for its written approval and consent.

The lessee expressly covenants and agrees that during the existence of this lease, or any renewal thereof, said lessee, and all members of lessee's fraternity, will abide by all rules and regulations made from time to time by lessor relating to said fraternity houses, including, among others, supervision, control and inspection.

The lessee further agrees that the buildings to be erected on said leased premises, and said leased premises, shall at all times be kept in good order and condition by lessee.

If at any time during this lease, any taxes to be levied and assessed against the premises hereby leased or the buildings hereon, or the personal property of lessee, such taxes must be paid by lessee.

The lessee further agrees to start construction of said house on or before July 1, 1920 and said house shall be completed before September 1, 1921.

It is expressly understood and agreed by both parties hereto that the buildings upon the premises hereby leased are to be occupied by students of the University who are members of said Fraternity, and that the University shall have the same charge and control over such students and buildings as it has over the other students and buildings located upon the University premises.

And said lessor, for itself and for its successors and assigns, covenants and agrees with said lessee, its successors and assigns, that said lessee paying the rents, and observing and keeping the covenants of this lease on its part to be kept, shall lawfully, peaceably and quietly hold, occupy and enjoy said premises, during said term, without any let, hindrance, ejection or molestation by said lessor, or its successors or assigns, or any person or persons lawfully claiming under them.

IN WITNESS WHEREOF, the University of Kentucky has hereunto set its hand by Richard C. Stoll, Chairman of its Executive Committee, and has caused his act to be attested and the seal of the University to be affixed by Wellington Patrick, its Secretary, at Lexington, Kentucky the day and date first above written, and the Memorial House Corporation of the Sigma Nu Fraternity, has hereunto set its hand by its representative, K. G. Pulliam, Jr., who has been duly authorized to execute this instrument.

UNIVERSITY OF KENTUCKY

By Richard C. Stoll  
Chairman, Executive Committee

SEAL

Attest  
Wellington Patrick  
Secretary

MEMORIAL HOUSE CORPORATION OF THE  
SIGMA NU FRATERNITY

By K. G. Pulliam

There being no further business for consideration, the Committee adjourned.

Respectfully submitted,

Wellington Patrick  
Secretary of the Committee

**Missing report(s)**