

MINUTES—OHIO UNIVERSITY, Board of Trustees- April 18, 1969

These are the minutes of the Board of Trustees' special meeting held at the Athletic Club in Columbus, Ohio, on Friday, April 18, 1969, at 11:00 a.m.

In addition to the Chairman, the following members of the Board of Trustees were present: Duncan M. Baxter, Joseph B. Hall, Russell P. Herrold, William R. Morris and C. Paul Stocker; also present were Eugene F. Rinta, president of the Alumni Association, and Paul R. O'Brien, secretary of the Board of Trustees.

The Chairman dispensed with the regular order of business and went immediately to reports of committees.

Under the Planning, Building and Land Purchase Committee, the following resolution was presented for the Board's consideration.

WHEREAS, the United States of America acting through the Federal Aviation Agency has offered Ohio University the sum of \$438,535 from funds appropriated under the Federal Airport Act and \$243,939 from funds appropriated under Section 214 Appalachian Regional Act of 1965 amended, all as set forth in grant agreement dated March 14, 1969, a copy of which is appended hereto and incorporated herein by reference thereto, under project No. 9-33-001-C901, Contract No. FA-EA-917, and

WHEREAS, James A. Rhodes, Governor of the State of Ohio, by letter dated December 4, 1968, has agreed to furnish Ohio University \$194,596 from state funds other than regularly appropriated funds to Ohio University, and

WHEREAS, Federal Aviation Agency Project No. 9-33-001-C901 and Contract No. FA-EA-917 dated March 14, 1969, have been submitted to Ohio University.

NOW THEREFORE, BE IT RESOLVED that the Executive Committee of the President and Trustees of Ohio University, duly authorized pursuant to approved procedures of the President and Trustees of Ohio University, approved the acceptance of the above referred Project No. 9-33-001-C901 and Contract FA-EA-917 totalling \$877,070 and do hereby authorize Martin L. Hecht, Vice President for Development, to sign this grant agreement for the Ohio University.

It was then moved by Mr. Hall, seconded by Mr. Baxter, and unanimously carried that the above resolution be adopted.

The Secretary then presented a resolution granting the Southern Ohio Electric Company an easement over land owned by Ohio University for the purpose of placing underground electric wires to the new Sheltering Arms Hospital. After discussion of this resolution, it was moved by Mr. Herrold, seconded by Mr. Hall, and unanimously carried that the following resolution be adopted.

THIS EASEMENT, made and entered into this _____ day of _____ 196____, pursuant to the provisions of Section 123.01 (A) (9), Revised Code, by and between THE STATE OF OHIO, through the Department of Public Works and the Director of the Department of Public Works, and the Governor of Ohio, duly approved by the Attorney General of Ohio, acting for and on behalf of said State, Party of the First Part, and Columbus and Southern Ohio Electric Company, Party of the Second Part, WITNESSETH:

WHEREAS, the Party of the Second Part applied to Ohio University for an easement over the hereinafter described State land for the following improvement, 3" rigid conduit - underground service to Sheltering Arms Hospital; and

WHEREAS, said Ohio University BY _____ ON _____ 19____ approved the granting of said easement; and

WHEREAS, The Party of the First Part, having considered such application of said Second Party, duly resolves to grant said easement for a period of Fifteen (15) years, upon the terms and conditions and under the restrictions as hereinafter set forth.

NOW, THEREFORE, In consideration of the mutual covenants herein contained and the payment of \$1,082.00 by the Party of the Second Part, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Party of the First Part hereby grants to the Party of the Second Part, its successors and assigns, the easement hereinafter described, together with the right and privilege to said Second Party, its successors and assigns, to occupy and use said easement for the constructions, operation, maintenance, repair and replace-

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ment of the improvement described herein for a term of Fifteen (15)
years effective this date, and under the conditions and restrictions
hereinafter provided, to wit:

DESCRIPTION:

Situated in the State of Ohio, County of Athens, City of Athens,
and

Being a ten (10') foot easement, the centerline of which is
described as follows:

Commencing at Columbus and Southern Ohio Electric Company
Pole No. 33-76, situated near the easterly right-of-way line
of Shaffer Street south of West Union Street; thence S. 6° 15'
W., forty-three (43') feet to the northerly line of State property
and the true place of beginning; thence continuing S. 6° 15'
W., ninety-one (91') feet to a point; thence N. 83° 41' W.,
six hundred forty (640') feet to a point in the westerly State
property line that is sixty-five (65') feet south of the north-
west corner of O. L. 100.

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THIS EASEMENT IS GRANTED SUBJECT TO THE FOLLOWING CONDITIONS AND
RESTRICTIONS:

1. This right-of-way easement is granted with the understanding that
said improvement shall be constructed, operated, maintained, repaired, re-
constructed or replaced in accordance with good engineering practice, and
the Party of the Second Part agrees, for itself, its successors and assigns,
to indemnify and save harmless the Party of the First Part from all damages
and claims thereof arising out of any act, omission or neglect by the Party
of the Second Part or any of its agents during the period of construction,
operation and maintenance as herein authorized.

2. This easement is granted on the condition that no special assess-
ment to pay the direct cost of constructing said improvement, shall be made
against the Party of the First Part, its successors or assigns, of the within
named property and no cost of any kind shall accrue to said Party of the
First Part, its successors or assigns except such usage charges as are
contracted for by the Party of the First Part.

3. The improvement shall be constructed on the line and to the
grade and within the easement limits as shown on Columbus and Southern
Ohio Electric Company Drawing No. AS-1298, entitled "3" Rigid Conduit
Underground Service to Sheltering Arms Hospital."

4. The Party of the Second Part shall, for a period of one year from
completion of construction, provide necessary fill and make such repairs
and replacements as may be needed by reason of settlement or similar
causes in areas which have been disturbed by said construction.

5. It is understood and agreed that in any portion of the right-of-
way easement that is now grassed lawn, the sod for the width of the
trench and the temporary construction area shall be removed, stored, and
replaced, providing it is of sufficient depth to assure regrowth when re-
placed, or in lieu thereof, the top soil shall be replaced and the area
seeded.

6. All field tile, sewers or other public utility underground
installations or property of the State of Ohio encountered in the construction
of said improvements shall be replaced if disturbed, and the Party of the
Second Part shall notify Ohio University when drainage lines or
any other unusual conditions are encountered in the field.

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7. The Party of the Second Part, its successors and assigns,
agrees to replace in kind, rather than money, the loss of or damage to
all trees, shrubs, fences or any other structures, the amount of such
loss or damage to be determined through mutual agreement between the
Party of the First Part and Columbus and Southern Ohio Electric
Company.

8. In the event that it should become necessary, in order to
operate, enlarge, repair, reconstruct or maintain said improvement, to
disturb the surface of the ground, the Party of the Second Part shall
restore the same to its former condition or pay for all damage done
thereto.

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9. The rights granted herein shall not be construed to interfere with or restrict the Party of The First Part, its successors or assigns, in the use of the premises with respect to the construction and maintenance of property improvements along and over the premises herein described so long as the same are so constructed as not to impair the strength or interfere with the use and maintenance of said improvement. Provided, however, that in the event the State of Ohio or Ohio University decides to construct a building or buildings in such location as to interfere with said improvement, its operation and maintenance, then said Party of the Second Part shall relocate and reconstruct said improvement, or part thereof, without expense to the State of Ohio.

10. It is understood and agreed that the Party of the First Part shall have the right to use said improvement as provided in Section 2 of these conditions and such usage shall be restricted only by the accepted usage limitations of a property owner or such restrictions as are contained herein.

Witnesses as to Signature of
The Director of Public Works:

THE STATE OF OHIO

By _____
JAMES A. RHODES, Governor

By _____
ALFRED C. GIENOW, Director
Department of Public Works

Witnesses as to Signature of Party
of the Second Part:

PARTY OF THE FIRST PART

APPROVED _____ 196

Attorney General of Ohio

By _____
Party of the Second Part

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The Secretary then presented two permits to enter requested by the Ohio State Department of Highways on the East State Street airport property. It was explained that this is property required for the Route 33 bypass of Athens and the State Highway Department is planning to purchase this property; however, Ohio University is negotiating with the City of Athens to trade this property to them for the four or five acres of city-owned property located directly back of McCracken Hall. In order not to hold up the progress of the Route 33 bypass it was recommended that these permits to enter be approved.

It was then moved by Mr. Stocker, seconded by Mr. Morris, and unanimously carried that the following permits to enter for the East State Street airport property be approved and the Secretary be authorized to sign the permits to enter.

PERMIT TO ENTER

Pending payment for Easement for Highway Purposes on Parcels No. 69, granted on the _____ day of _____ 19____, to the State of Ohio and its authorized agents, to enter upon my property for the purpose of constructing the improvement of State Route No. 33, Section 12.96, Athens _____ County, Ohio.

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PERMIT TO ENTER

Pending payment for easement for Highway Purposes on Parcels No. 67, granted on the _____ day of _____ 19____, to the State of Ohio, permission is hereby granted to the State of Ohio and its authorized agents, to enter upon my property for the purpose of constructing the improvement of State Route No. 33, Section 12.96, Athens _____ County, Ohio.

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The Secretary then presented a map showing a parcel of land of approximately 6.4 acres that will be necessary for the university to acquire before the Albany airport can be made operational. This property is in the name of L. H. Chase, et.al., and our agent has contacted Mr. Chase several times in the past year but has been unable to arrive at a satisfactory price. It was also reported that the Federal Aviation Agency will participate in the acquisition of this property in the amount of 50% of the cost. Cecil Neff has appraised this property at \$275 per acre of \$1,760 for the total parcel.

After a discussion of this proposed purchase, it was the opinion of the Board that the acquisition of this property is essential to the proper development of the Albany airport area and improvement of this area should be completed as soon as practical.

It was then moved by Mr. Hall, seconded by Mr. Herold and unanimously carried that the Director of Public Works be requested to commence proceedings to appropriate the Lowell H. Case et. al. property located in the Albany airport area and consisting of 6.40 acres more or less. This action to be taken pursuant to the statutory authority of the Director of Public Works for and on behalf of the President and the Board of Trustees of Ohio University, and that the Director of Public Works be informed that the amount of money which is just and acceptable to the Board of Trustees as full compensation for this property is \$1,760.

Mr. Hall was then called upon for a report of the Presidential Selection Committee. Mr. Hall reported that the Presidential Selection Committee has eliminated all but two or three names as possible candidates for the next president of Ohio University. He further reported that at the May 12, 1969, meeting of the Board of Trustees, his committee would be ready to recommend a person to be the next president of Ohio University.

There was then a discussion of the date for the next meeting of the Board of Trustees and it was determined that it should be held on May 12, 1969, rather than May 14 as previously scheduled, in Athens, Ohio, at 11:00 a.m.

There being no further business, the Board adjourned.

Fred Johnson, Chairman

Paul R. O'Brien, Secretary

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