

WAR ASSETS ADMINISTRATION

GRAND PRAIRIE REGIONAL OFFICE
Region 7,
P.O.Box 6030
Dallas, 2, Tex.

In reply refer to:
RGP-RGC-L

May 7, 1948.

Mr. David Cort, Attorney,
Southern Alkali Corporation, Grant Bld.,
Pittsburgh, Penna.

RECEIVED
MAY 13 1948
LEGAL DEPARTMENT

Re: Lease of 2 transformers formerly at Plancor 264,
Mathieson Alkali Co., Lake Chas., La., to Addressee .

Dear Sir:

Enclosed please find License on above property. Please sign original and all copies, returning three copies to the undersigned.

Please make out attached resolution and return both copies. Attached is envelope to our Collection Office; please enclose remittance for January through May payments of \$266.91 each, a total of \$1334.55.

Yours sincerely,

E. E. EARLY

Associate Regional Counsel
for Real Property Disposal.

Enclosure:

Original and 3 copies, License.
Resolution Form, 2 copies.

BB 0003316

added to said survey and inventory from time to time such additional Government property, fixtures and installations as are furnished by or at the expense of the Government.

In granting this License the WAA makes no representations or warranty whatsoever and assumes no obligations to make any alterations, repairs, or additions to the property. At the expiration or termination of this License, a similar survey and inventory shall be prepared. If this final inventory discloses any property (other than usable supplies and maintenance materials) of the Government to be unaccounted for, the Licensee shall make replacement to the satisfaction of the WAA, or in lieu of such replacement, the Licensee shall, if so required by the WAA, pay to the Government money in an amount sufficient to compensate for the loss sustained by the Government or any of its agencies.

9. The Licensee agrees that in the performance of this instrument it will comply with and give all stipulations and representations required by applicable Federal laws and that in the performance of this License it will not discriminate against any employee or applicant for employment because of race, creed, color or national origin.

10. The Licensee warrants that it has not employed any person to solicit or secure this License upon any agreement for a commission, percentage, brokerage, or contingent fee.

11. No employee of or delegate to Congress or resident commissioner shall be admitted to any share or part of this License or to any benefit that may arise therefrom, but this provision shall not be construed to apply to this License if made with a corporation for its general benefit.

12. Except with the prior written consent of the WAA, the Licensee shall not sublet any part of the premises or assign this License or any of its rights hereunder.

13. The failure of the WAA to insist in any one or more instances upon performance of any of the terms or conditions of this License shall not be construed as a waiver or a relinquishment of the future performance of any such term or condition but the Licensee's obligation with respect to such future performance shall continue in full force and effect.

14. The obligation of the Licensee to maintain the property and to restore the same to its present condition shall extend not only to the property hereinabove described but to the adjacent streets used for ingress and egress to said property.

15. As used herein, "WAA" shall be deemed to refer to the War Assets Administrator or other representative of the Government having jurisdiction over the property which is the subject of this License.

16. The following additions and deletions were made to this instrument prior to execution thereof:

Insurance required under Paragraph No. 5 hereof will be:

Fire and extended coverage on first named unit, --\$9,429.00

" " " " "second " " \$30,608.27.

In lieu of initial condition survey and inventory report required by Paragraph No. 8 hereof, it is agreed that said property is in good condition as of this date, and needs no repairs.

This license shall not extend longer than one year from date.

IN WITNESS WHEREOF, the War Assets Administrator has caused these presents to be executed in his name and on his behalf by the undersigned, this 14 day of January 1948.

O.K. as to form and substance,
Atty.

WAR ASSETS ADMINISTRATOR

JOHN P. FITZGERALD,

WITNESSES:

BY John P. Fitzgerald
ASST. DEPUTY REGIONAL DIRECTOR

Title FOR REAL PROPERTY DISPOSAL, REGION 7,

WAR ASSETS ADMINISTRATION

1. Mildred Smith

2. D. B. Dawson

The foregoing instrument, together with the provisions and conditions thereof, is hereby accepted as of above date of execution.

WITNESSES:

SOUTHERN ALKALI CORPORATION

1. David A. Givens X

BY E. T. Asplund X

2. David A. Givens X

Title Vice President X

ATTEST:

E. S. Ellis X

BB 0003317

st.

lc:

X

Secretary

WHEREAS, the property hereinafter described has been declared surplus to the needs of the

ed department or agency having control thereof; and

WHEREAS, the War Assets Administrator has assumed accountability of said property pursuant to

applicable regulations; and

WHEREAS, State of Delaware, with principal offices in Pittsburgh, Pennsylvania,

hereinafter called the Licensee desires to use said property for the following purposes and no others, to-wit:

In connection with electrical power distribution

and has requested a permit to use said property for such purposes;

NOW THEREFORE, the War Assets Administrator, hereinafter defined, pursuant to authority contained

in the Surplus Property Act of 1944, as amended, hereby grants to the Licensee, hereinafter defined, and applicable rules, regulations

and orders, and in consideration

of the payment of the sum of \$266.91 monthly in advance for every month or fraction thereof

of use hereunder,

to May 17, 1948, inclusive,

receipt of which is hereby acknowledged, hereby grants to the Licensee a license commencing on the date

of acceptance hereof by the Licensee but revocable at any time with or without cause, upon thirty (30) days

written notice to Licensee, addressed to it at the address appearing in WAA files, by the WAA or its

successor in function, to use for the above purposes, the following described property situated in the

plant of Licensee at Corpus Christi, Texas, and formerly located at Plancor 264, Lake Charles,

La., Matheson Alkali Company, and being two transformers, to-wit: One DFX N-437, APR 3568,

GE, 10,000 KVA type HT 13,300 WYE/6600 WYE; and One N-402-L, APR 2745, GE Rectifier Transformer

6,000 KVA type HT, 13,000 WYE/610 Line.

THIS LICENSE is granted subject to the following provisions and conditions:

1. That the License herein granted shall be subject to any and all easements, leases, licenses and/or

permits heretofore granted by the Government or any of its agencies.

2. The Licensee shall not make, permit or suffer any additions, improvements or alterations to the

property which constitute any major structural change or changes without prior written consent of the WAA;

and any such addition, improvement or alteration made with the consent of the WAA shall be solely at the

expense of the Licensee. Unless such consent provides specifically that title to the addition or improvement

so made shall vest in the Licensee, title thereto shall at all times remain in the WAA and such additions or

improvements shall be subject to all terms and conditions of this instrument. The Licensee agrees to hold

the Government harmless from mechanics' liens arising from any additions, improve-

ments, or alterations effected by the Licensee. The WAA or its designated representatives shall have the

right to inspect the property at all reasonable times during the term of this License. That the Licensee

agrees that it will at all times during the term of this License maintain in good and serviceable condition

all land, improvements, facilities and equipment included herein, ordinary wear and tear excepted, such

maintenance to be the sole responsibility and obligation of the Licensee.

3. That, except as heretofore provided, any property of the Government or its agencies lost, damaged

or destroyed incident to the exercise of the privileges herein granted shall be promptly repaired or replaced

by the Licensee to the satisfaction of the WAA, or in lieu of such repair or replacement the Licensee shall,

if so required by the WAA, pay to the Government money in any amount deemed sufficient by WAA to com-

pensate for the loss sustained by the Government by reason of the loss of, damage to, or destruction of

such property.

4. That the Licensee agrees to maintain, indemnify and save harmless the Government against and

from any and all claims for damages which may arise from or in connection with the privileges herein

granted, excepting claims for injuries or death to persons resulting from willful or negligent acts or

omissions of the Government or any of its officers, employees, agents or agencies.

5. That Licensee shall procure and carry with insurers of good standing satisfactory to WAA, and at its

own expense, insurance in form and amount satisfactory to WAA, on the said property, together with such other

forms of insurance as are customarily carried on such property in the same area or which may be required by

WAA, dating from the time of acceptance by the Licensee of this License. Such insurance policies shall pro-

vide that loss, if any, shall be payable to the Treasury of the United States for the account of all interests and

shall be in the sum at least equal to the interests of the Government in the said property. The Licensee

shall keep the said property so insured, free of cost to the Government, during the term of this agreement.

6. The Licensee shall assume responsibility for the payment of all taxes and assessments and public

utility charges becoming due on the property from the date of the acceptance of this license. The Licensee

agrees to pay all claims or damages for or on account of water, light, heat, power, sewage disposal and

any other services or utility furnished to or with respect to the property or any part thereof. The WAA does

not guarantee to furnish utilities or utility services in the future.

7. That on or before the date of expiration of this License or its relinquishment of this License, the

Licensee shall if required by WAA, vacate said premises, remove all property of the Licensee therefrom

and restore the land, improvements, facilities, and equipment included herein to as good condition on such

date of expiration or relinquishment as when received, ordinary wear and tear excepted. If, however, this

License is revoked, the Licensee shall vacate the premises, remove said property therefrom, and restore

the land, improvements, facilities and equipment included herein as aforesaid within such times as the

WAA may reasonably designate. In either event, if the Licensee shall fail or neglect to remove

property and so restore the land, improvements, facilities, and equipment included herein, the

option of the WAA, said property shall either become the property of the Government with-

therefor, or the WAA may cause the property to be removed and the land, improvements, fa-

equipment included herein to be so restored at the expense of the Licensee and no claim for

against WAA or its officers or agents shall be created by or made on account of such removal

restoration.

8. That at the commencement of the term of this License, a condition survey and inventory of the

land, improvements, facilities and operational equipment embraced therein, shall be made by a

representative of the WAA and a representative of the Licensee. Said survey and inventory shall be

attached hereto and become a part hereof as fully as if originally incorporated herein. There shall be

In reply refer t :

PID-C

Plancor 264

Mathieson Alkali Works, Inc.

Lake Charles, Louisiana

WAR ASSETS ADMINISTRATION

WASHINGTON 25, D. C.

MAY 10 1948

Southern Alkali Corporation
5th Avenue at Bellefield
Pittsburgh 13, Pennsylvania

Gentlemen: Attention: Mr. E. T. Asplundh, Vice President

On May 4, 1948, the War Assets Administration
declined your offer to purchase the facilities of
Plancor 264, Mathieson Alkali Works, Incorporated,
Lake Charles, Louisiana, for the sum of \$7,500,000.00.

Sincerely yours,



ARTHUR A. MAY
Director, Industrial Division
Office of Real Property Disposal

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WAA FORM 639

(6-7-46)

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UNITED STATES OF AMERICA
WAR ASSETS ADMINISTRATION

OFFICIAL
RECEIPT

*This receipt is issued subject to
collection of the items for which
the receipt is issued.*

(Customer's Receipt)

REGIONAL OFFICE

Region 7

SITE

DATE

5-24-48

REC. NO.

3450807

DISP. DOC. NO.

RECEIVED FROM: (Show name and address)

Pittsburgh Plate Glass Company
Grant Bldg., Pittsburgh 19, Pa.

AMOUNT

\$1,334.55

FOR ACCOUNT OF:

Southern Alkali Corporation, Pittsburgh, Pa.

DRAWN BY:

Same

DRAWN ON:

88-124

CURRENCY

FUND INVOLVED:

MONEY
ORDER

CHECK

X X X

BANK
DRAFT

CHECK DATE

5-21-48

CHECK NO.

Co Ck - 2553

SCHED. OF COLL. NO.

DESCRIPTION:

Rent payment under License for the
period Jan. 14 through May 14, 1948
at the monthly rate of \$266.91.

BY

M. Harris

Collection Officer

1 BB 0003320 J