



**ADMINISTRATIVE RECORD
FOR THE MADISON SITE
MADISON, ILLINOIS**

Real Estate -

Quit Claim Deed for Plancors 2349 and 2032 Dated January 12, 1951 Between the United States of America through General Services Administration (GSA) as the Grantor and the Dow Chemical Company of Delaware Corporation as the Grantee. Recorded 1259 page 198, Property Located in the County of Madison, State of Illinois



**US Army Corps
of Engineers
St. Louis District**

QUIT-CLAIM DEED

BOOK 1259 PAGE 198

THIS INDENTURE, made this 12th day of January,
one thousand nine hundred and fifty/^{one} between the UNITED STATES
of AMERICA (hereinafter referred to as the Government) acting
by and through GENERAL SERVICES ADMINISTRATION, authorized so
to do by the Secretary of Defense pursuant to Public Law 883,
80th Congress, second session, approved July 2, 1948 (herein-
after referred to as the Seller), and THE DOW CHEMICAL COMPANY,
a corporation organized and existing under and by virtue of the
laws of the State of Delaware and authorized to do business in
the State of Illinois (hereinafter referred to as the Grantee).

WITNESSETH, That the Government for and in considera-
tion of the sum of \$1,500,000 (One million five hundred thousand
dollars and no cents) lawful money of the United States of
America, to it well and truly paid by the Grantee at and before
the sealing and delivering of these presents, receipt of which
is hereby acknowledged, has remised, released, conveyed and
quit-claimed and by these presents does remise, release, convey
and quit-claim unto said Grantee, its transferees, grantees,
successors and assigns forever on an "as is", "where is" basis,
without warranty of title or condition express or implied, all
its estate, rights, title, interest, claims and demands whatso-
ever in equity as well as in law in and to that certain lot or
tract of land hereinafter described together with the improve-
ments thereon, situated in the County of Madison, State of
Illinois, including all property designated on Government records
as Plancors 2349 and 2032. The terms Plancors "2349 and 2032"
shall include and are hereby intended to include the various
components of said Plancors and all items used in connection
therewith which are capitalized under said Plancors on Govern-
ment property records to the extent that such items are both

BEST AVAILABLE COPY

included in the total cost to the Government of such property and are situated on the Plancor site as of the date of this instrument. This grant includes all fixtures, buildings, improvements, easements, machinery and equipment whether real, personal, or mixed property on an "as is", "where is" basis without warranty of title or condition express or implied but expressly excluding: (a) three 25-ton bridge cranes and one 50-ton or 75-ton bridge crane all to be selected by the Grantee, title to which shall remain in the Government and shall be made available to the Government on demand; and (b) unrefunded utility deposits, if any, inuring to the Reconstruction Finance Corporation.

The real property included in this quit-claim deed is more fully described as follows:

A tract of land situate partly in the City of Venice and partly in the Village of Madison, said tract being in United States Survey No. 604, Township 3 North, Range 10 West and is more particularly described as follows:

Beginning at the point of intersection of the northern line of said United States Survey 604 with the eastern line of the right-of-way of the Wabash Railroad 107 feet wide south of said survey line; thence along the northern line of said United States Survey No. 604 South 70 degrees 05 minutes East 2567.90 feet to the western line of the Terminal Railroad; thence along said Western line South no degrees 56 minutes West 346.14 feet to a stone set at a point of curve; thence continuing along said right-of-way on a curve having a radius of 2822.50 feet to the right, a distance of 90.95 feet to a stone set at the northern line of property of the American Car & Foundry Company; thence along said northern line South 87 degrees 13-1/4 minutes West 1166.34 feet to a stone; thence along the western line of said property South 14 degrees 35-1/2 minutes West 335.29 feet to a stone at an angle point; thence continuing along the northern line of said property South 87 degrees 13-1/4 minutes West 34.41 feet to an angle point; thence continuing along the western line of said property South 2 degrees 46-3/4 minutes East 110.00 feet to the northern line of Rogan Street laid out in "West Madison Addition to Venice"; thence along said northern line of Rogan Street north 70 degrees 23-1/2 minutes West 497.15 feet to the western line of a ten foot alley laid out in said subdivision; thence along said western line of this alley South 15 degrees 24-1/2 minutes West 1248.85 feet to an old stone set in the southern line of a tract of land conveyed by John

1259 Page 200

Bloom to John Beel by deed dated October 5, 1833, recorded in Book 10, page 358; thence along said southern line North 70 degrees 18 minutes West 1522.00 feet to the eastern line of the right-of-way of the Wabash Railroad 107 feet wide; thence along said eastern line on a curve 2586 feet more or less to the place of beginning, containing 110.54 acres of land, more or less,

TOGETHER WITH all and singular the tenements, hereditaments, and appurtenances thereunto belonging, and all easements, licenses, permits, and contracts appertaining thereto, including, but not limited to, an easement dated June 27, 1942, acquired by the Defense Plant Corporation from the Wabash Railroad Company for the installation, maintenance, operation and repair of a sewer line along the right-of-way of said railroad company adjacent to the easterly right-of-way line from a point approximately 1300 feet south of, to a point approximately 550 feet north of mile post Detroit 481, south of Granite City, Illinois.

Seller represents that it has the legal authority to convey and hereby conveys to the Grantee all the right, title and interest of the United States of America in and to said property. Seller also represents that it or the Government has not previously remised, released, conveyed or quit-claimed the said property, nor granted any purchase option thereon, to any other party, and that it has complied with all laws and regulations relating to this conveyance, and will execute such other instruments and do such further acts as may be needful to convey to the Grantee all the right, title and interest of the Government in the property herein conveyed.

TO HAVE AND TO HOLD, all and singular the above-mentioned and above-described property and premises and every part and parcel thereof, together with the appurtenances, unto the said Grantee, its transferees, grantees, successors and assigns forever.

PROVIDED, HOWEVER, that the grant and quit-claim of such real, personal, and mixed property specifically described above together with any improvements or additions that may in the future be made thereto is subject to and conditioned upon the following terms, obligations and covenants, and the Grantee by the acceptance of this deed assumes the obligations and makes the covenants contained in the following clause, to-wit:

WHEREAS, the Munitions Board, under the authority delegated to it by the Secretary of Defense (13 F. R. 4576), and pursuant to section 4 (1) of the National Industrial Reserve Act of 1948 (P. L. 883, 80th Congress) has designated the premises hereby conveyed a part of the National Industrial Reserve for the processing and fabrication of magnesium metal as defined by the term "assigned function" hereinafter set forth, and, whereas, pursuant to section 4 (4) of that Act, it has authorized their disposal subject to a National Security Clause formulated in accordance with that Act; now therefore, in consideration of their respective obligations under this instrument, the parties hereto, for themselves, their successors and assigns, do hereby enter into the terms, covenants, and conditions hereinafter set forth which shall, together with this paragraph, be collectively known and referred to as the National Security Clause.

ARTICLE I DEFINITIONS

For purposes of this Clause the following definitions will apply:

(a) The term Premises means the property transferred by this instrument.

(b) The term Assigned Function means the function for which the premises have been designated a part of the National Industrial Reserve or for which they may be hereafter redesignated under Article IX hereof, being specifically in this

instance the assigned function of the rolling of .032 gauge thickness magnesium sheet metal in the amount of sixteen million pounds per year or its equivalent, and the extruding of magnesium metal in the amount of three million pounds per year.

(c) The term Production Equipment means all property, other than property transferred by this instrument, at any time in or appurtenant to the premises which is necessary to their assigned function or to their current operations.

(d) The term Facilities means the sum total of the premises and the production equipment.

ARTICLE II ESTABLISHMENT OF FACILITIES TO PERFORM THE ASSIGNED FUNCTION AND MAINTENANCE THEREOF.

The Grantee hereby covenants and agrees that it will (1) do all things necessary, including the procuring and installation of production and other equipment, to establish at the premises, as soon as possible after the date of this instrument, facilities to perform the assigned function, as described in Article I (b), and (2) maintain the facilities in such a manner that they can be placed, within a period of 120 days, in a condition adequate to perform the assigned function of the premises.

In addition, the Grantee covenants and agrees,

(a) that it will maintain in accordance with sound practice in the industry, normal wear and tear excepted, that part of the facilities necessary for the assigned function of the premises which is actively being used in its current operations;

(b) that it will not make any alterations to the facilities which would impair performance of the assigned function of the premises, unless each

such alteration can be restored in a period of 60 days or less and the sum total thereof restored in 120 days or less; and

- (c) that it will not dispose of any production equipment, or any machinery and equipment transferred as a part of the premises by this instrument, the disposal of which would impair performance of the assigned function of the premises, unless the items so disposed of are immediately replaced with equivalent items.

Provided, however, that the provisions of this Article shall not apply to timber structures and their appurtenances for more than 15 years from the date hereof, or to machinery and equipment for more than 10 years from the date hereof; and provided further, that nothing herein contained shall prevent the Grantee from relocating any machinery or equipment within the premises for the purpose of improving operating efficiency or increasing productive capacity so long as the standards of care set forth above are continually observed.

ARTICLE III DEFAULTS

(a) Inspections. The Grantee and the Government mutually covenant and agree that the latter may, after reasonable prior written notice to the Grantee, inspect the facilities for the purpose of determining whether the Grantee is in default on its obligations under this Clause.

(b) Determinations of Default. If, as a result of such inspections, the Government adjudges the Grantee in default, it shall furnish the latter a written statement setting forth in detail the grounds on which the allegations are based, following which the Grantee shall have thirty days to submit evidence to

BEST AVAILABLE COPY

the contrary. If in the light of the evidence so presented, the Government still holds that the Grantee is in default, it shall then advise the latter of the specific defaults to be corrected and the periods of time in which each correction must be completed, such periods to be as reasonable as possible.

(c) Repairs by the Government. In the event the Grantee fails to correct its defaults in the times stated, the Government shall then have the right to enter the premises for the purpose of correcting the defaults; and the Grantee, or its sureties, will reimburse the Government for all costs incurred by the Government in making such corrections. The Government, or any contractor employed by the Government for the purpose, shall have such right of access to the premises or any part thereof as may be necessary to permit such repairs or replacements.

ARTICLE IV GOVERNMENT UTILIZATION

(a) Negotiation of Contract. The Grantee and the Government mutually covenant and agree that, whenever the Government considers the productive capacity of the facilities necessary for national security purposes, they will jointly undertake to negotiate a contract for the Grantee to furnish from the facilities the materials or services for which the premises are designated a part of the National Industrial Reserve.

(b) Repossession. The Grantee hereby covenants and agrees that, in the event the Government determines such a contract is not feasible, or that the Grantee is not qualified to furnish the materials or services required, or that a mutually satisfactory contract cannot be negotiated, the Grantee will turn over to the Government full possession of the premises together with all structures, improvements, easements, rights-of-way, and other interests appurtenant thereto (including all rights-of-way

over and across other property of the Grantee necessary or convenient to the operation or use of the facilities) for such time as the Government deems necessary for national security purposes. The Grantee further agrees that it will lease to the Government, upon the latter's request and for a period co-extensive with the Government's repossession of the premises, any or all of the production equipment owned or controlled by the Grantee. The Government's rights to such possession and usage, together with its right to lease properties of the Grantee hereunder, shall vest on the date set by it in written notice to the Grantee, which date shall be not less than 15 days from the date of notice thereof, and shall expire on the termination date of this National Security Clause as provided for in Article XI below.

(c) Withdrawal by the Grantee. The Grantee hereby covenants and agrees that, upon the date set for transfer of the premises to the Government, it will immediately undertake to restore such alterations made by it and to remove such improvements, fixtures, machinery and other equipment installed by it as the Government may direct, such undertakings to be completed in the shortest possible time, but in no event to exceed 120 days from the date of repossession unless otherwise agreed upon between the Grantee and the Government. Thereafter, the Grantee shall have no further right to enter the premises during the period of Government possession except with the prior consent of the latter. During any period of Government possession, the premises may be used, occupied, or operated for or on behalf of the Government by any government department, agency, agent, or by any tenant, contractor, or subcontractor of the Government.

ARTICLE V COMPENSATION

The Government hereby covenants and agrees that, upon any repossession under IV (b) above, it will pay the Grantee:

1259 of 216

(a) At the time of repossession.

(1) Fair and reasonable compensation for all losses, not including loss of profits, incurred by the Grantee or its assignees in respect of work in process in the premises which cannot be completed because of repossession by the Government.

(11) Fair and reasonable costs incurred by the Grantee or its assignees in complying with Article IV (c).

(b) During each period of possession.

(1) Fair and reasonable compensation for the use of the premises as agreed on by the parties hereto at a rate not in excess of prevailing rental for similar properties.

(11) Fair and reasonable compensation for the use of any production equipment as agreed on by the parties hereto at a rate not in excess of prevailing rental for similar properties.

(c) Upon termination of each period of possession.

Fair and reasonable costs incident to re-installation of machinery and equipment removed from the premises and restoration of the premises to their condition on the date of repossession by the Government, reasonable depreciation excepted.

Any failure of the parties to reach agreement as to what amounts are fair and reasonable under this Article shall be deemed a dispute of fact within the meaning of Article XIII hereof.

The Grantee hereby covenants and agrees that subject to the provisions of Articles 9 and 10 hereof, for a period of twenty years after the date of this instrument it will, at its own expense, carry insurance (to the extent available) upon the facilities, insuring to the full extent of the then actual value of the facilities against loss or damage resulting from Fire, Lightning, Windstorm, Hail, Explosion, Riot, Riot attending a Strike, Civil Commotion, Aircraft, Vehicles, Smoke, Vandalism and Malicious Mischief and other casualties as covered by Uniform Standard Fire insurance policies with Uniform Standard Extended Coverage and Vandalism and Malicious Mischief endorsements, and will apply all proceeds from such insurance and any other physical damage insurance carried on the facilities (a) in case of any damage or destruction to the facilities occurring during the period of ten years after the date of this instrument, to the restoration of the facilities to the extent of such proceeds so as to maintain the assigned function as then existing, or (b) in case of any damage or destruction to the facilities occurring during the remaining ten year period, to the restoration of the facilities to the extent of such proceeds so as to re-establish one-half of the assigned function as then existing, unless and except to the extent that the Grantee is released from such obligation by the Government.

ARTICLE VII SUBSEQUENT TRANSFERS

The Grantee hereby covenants and agrees not to sell, lease, mortgage, or otherwise encumber the facilities without expressly making such sale, lease, mortgage, or encumbrance subject to the provisions of this National Security Clause for the remainder of its term.

ARTICLE VIII PARTIES

The Grantee and the Government mutually agree that the latter, in exercising its rights and carrying out its obligations under this National Security Clause, shall act through the Secretary of Defense or such departments, agencies, or individuals as he may designate, which may include, without limitation, the Munitions Board, the Departments of the Army, Navy, or Air Force, or the General Services Administration. References in this National Security Clause to the Government shall be deemed to refer as appropriate to the Secretary of Defense or such departments, agencies, or individuals as he may designate.

ARTICLE IX REDESIGNATION OF PURPOSE AND USE OF PREMISES

The Government hereby covenants and agrees that, upon a petition by the Grantee for a change in the assigned function of the premises, it will re-evaluate the defense potential of the premises, both for the purposes for which they are designated for inclusion in the National Industrial Reserve and those for which it is requested they be redesignated, and will, if it deems the interests of national security are best served thereby, and upon tender by the Grantee of whatever consideration may be requested, change their designation to that requested by the Grantee. Conversely, the Government may, on its own initiative, recommend a redesignation to the Grantee which, if acceptable to the latter, shall be put into effect. Redesignations under this paragraph may be made only by written instrument and may not be requested by the Grantee more often than once in 6 months.

ARTICLE X MODIFICATION OR AMENDMENT OF THE NATIONAL SECURITY CLAUSE

The Government hereby covenants and agrees that, upon a petition by the Grantee for a reconsideration of the particular

applicability of any of the terms, conditions, reservations or restrictions of the National Security Clause, the Government will, if it deems the interests of national security are best served thereby, modify or amend the Clause to the degree it sees fit upon tender by the Grantee of whatever consideration may be requested. Conversely, the Government may, on its own initiative, recommend modifications or amendments to the Grantee, which, if acceptable to the latter, shall be put into effect.

ARTICLE XI TERMINATION OR REVOCATION OF THE NATIONAL SECURITY CLAUSE

The Government and the Grantee mutually covenant and agree that their respective obligations under this National Security Clause, except those of the Grantee to reimburse the Government under Article III, or of the Government to furnish compensation under Article V, and except as may be otherwise specified herein, shall terminate 20 years following the date of this instrument or, in the event the Government is in possession at that time in accordance with Article IV (b), upon release of possession by the Government to the Grantee; provided however, that the Government, at its own election, or upon a petition by the Grantee, may reconsider the necessity for continuing all or any part of the Clause in effect and shall, in the event it determines such necessity no longer exists, and upon tender by the Grantee of whatever consideration may be requested, revoke the Clause, in whole or in part, by executing and delivering to the Grantee a release, quitclaim deed, or whatever instrument is necessary to remove the encumbrance of the Clause, or of a part thereof, from the facilities.

ARTICLE XII COVENANTS

It is the intention of both the Grantee and the Government that these covenants shall run with the land and bind

subsequent purchasers of the premises hereby conveyed; provided however, that the Grantee shall not be liable for any violation of said covenants by subsequent owners of the premises.

ARTICLE XIII DISPUTES

Disputes on questions of fact which cannot be resolved by agreement of the parties shall be decided by the Secretary of Defense or the Instrumentality duly and expressly designated by him, whose decision shall be final and conclusive. In connection with any proceeding under this Article, the Grantee shall be afforded an opportunity to be heard and to offer evidence in support of its own case. Pending final decision of a dispute hereunder, the Grantee shall proceed diligently with the performance of its obligations under the Clause.

ARTICLE XIV RECORDATION

The Grantee shall forthwith cause this instrument to be duly recorded and shall furnish satisfactory evidence of such to the Government.

ARTICLE XV SAVING PROVISION

The Grantee and the Government mutually covenant and agree that nothing in this Clause shall be construed as affecting obligations of the Grantee under any other provisions of this instrument, except that, in any cases of inconsistency or ambiguity, the provisions of this National Security Clause shall, to the extent that they impose greater obligations on the Grantee, be deemed controlling. Provided, however, that in the event of damage or destruction to the facilities caused by fire, flood, hurricane, acts of God, war, sabotage, riot, insurrection or public disorder or due to causes without Grantees fault or negligence, Grantee is relieved of any obligation to repair or

BEST AVAILABLE COPY

restore such damage or destruction, anything herein to the contrary notwithstanding, except as set forth in Article VI.

All uranium, thorium, and all other materials determined pursuant to section 5 (b) (1) of the Atomic Energy Act of 1946 (60 Stat. 761) to be peculiarly essential to the production of fissionable material, contained, in whatever concentration, in deposits in the lands covered by this instrument are hereby reserved for the use of the United States, together with the right of the United States through its authorized agents or representatives at any times to enter upon the land and prospect for, mine, and remove the same, making just compensation for any damage or injury occasioned thereby. However, such land may be used, and any rights otherwise acquired by this disposition may be exercised, as if no reservation of such materials had been made; except that when such use results in the extraction of any such material from the land in quantities which may not be transferred or delivered without a license under the Atomic Energy Act of 1946, as it now exists or may hereafter be amended, such material shall be the property of the United States Atomic Energy Commission, and the Commission may require delivery of such material to it by any possessor thereof after such material has been separated as such from the ores in which it was contained. If the Commission requires the delivery of such material to it, it shall pay to the person mining or extracting the same, or to such other person as the Commission determines to be entitled thereto, such sums, including profits, as the Commission deems fair and reasonable for the discovery, mining, development, production, extraction, and other services performed with respect to such material prior to such delivery, but such payment shall not include any amount on account of the value of such material before removal from its place of deposit in nature. If the Commission does not require delivery of such material to it, the reservation hereby made shall be of no further force or effect.

IN WITNESS WHEREOF, the United States of America, acting by and through General Services Administration, has acknowledged these presents to be duly executed, sealed and delivered in the City of Washington, District of Columbia the day and year first above written.

UNITED STATES OF AMERICA

Acting by and through General Services Administration

(SEAL)

WITNESSES:

[Signature]
[Signature]

By *[Signature]*
Administrator

CITY OF WASHINGTON }
DISTRICT OF COLUMBIA } SS:

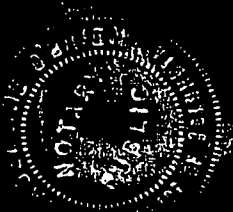
On this 12th day of January A. D. 1950, before me, a Notary Public in and for the City and District aforesaid, personally appeared Jess Larson, who, being duly sworn, according to law, says that he is the duly appointed and qualified Administrator of General Services Administration and that he being thereunto duly authorized signed, sealed and delivered the foregoing quitclaim deed as his free and voluntary act and deed as said Administrator of General Services, and as the free and voluntary act and deed of the United States of America for the uses and purposes therein set forth.

Subscribed and sworn to by the said Jess Larson, to me personally known, before me the day and year aforesaid.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my notarial seal.

[Signature]
Notary Public

My Commission expires 8-1-52



BEST AVAILABLE COPY