

LA FORTALEZA

San Juan, P.R., September 22, 1959

Administrative
Bulletin
No. 534

EXECUTIVE ORDER

BY THE GOVERNOR OF THE COMMONWEALTH
OF PUERTO RICO

GRATUITOUS TRANSFER OF PUBLIC LANDS TO THE
INDUSTRIAL DEVELOPMENT COMPANY.

WHEREAS, on July 29 I authorized the gratuitous transfer to the Industrial Development Company of 1.5843 cuerdas in the Algarrobo Barrio of Mayaguez. The said Company would proceed to sell those lands to the Star-Kist Foods, Inc. so that the latter would construct thereon a tuna fish canning plant.

WHEREAS, the said transfer was subject to the following conditions:

1. The pier facilities shall not be for the exclusive use of the Star-Kist Foods, Inc., but may be used by other enterprises so desiring.
2. In case that the Star-Kist Foods, Inc. discontinues using the pier and other port facilities, the said properties shall pass to the State, and the price to be paid therefor shall be based on the original purchase price in the case of the lands, and on the original value of the pier, less its depreciation. If any improvements were made on these properties, compensation shall be given for their original cost less depreciation;

WHEREAS, the Star-Kist Foods, Inc. wishes to clarify the preceding conditions so as to duly protect its interests in case of provisional discontinuations of the use of the pier due to reasons beyond their control or by force majeure;

WHEREAS, the Planning Board, in its report of September 10, 1959, Project No. 60-132P, Report No. 60-P-041, approved the request for amendment submitted by the Star-Kist Foods, Inc.;

NOW THEREFORE, I, LUIS MUÑOZ MARIN, Governor of the Commonwealth of Puerto Rico, by virtue of the faculty conferred upon me by Law, hereby amend conditions 4th and 5th contained in Administrative Bulletin No. 521-A, to read as follows:

The Star-Kist Foods, Inc. shall maintain the pier at the disposal of others wishing to use it without discriminating among them to the extent that it does not make use of the same, and by the collection and payment of a reasonable rate. Should there arise any objections as to the rate any other terms and conditions with regard to the said use, the matter will be submitted to the consideration of the Public Service Commission or to any other governmental agency having jurisdiction on such matters. The Star-Kist Foods, Inc. shall not be required to place the pier at the disposal of other parties when the nature of such use may harm the pier or when such use hinders the rapid loading and unloading of ships (in the pier or just waiting), the delivery or receipt of raw material, manufactured products, or supplies to or from the canning plant, or when such other use interferes in any form with the operations of the canning plant.

In case the Star-Kist Foods, Inc. discontinues using the pier and other port facilities, the said properties shall revert to the State, and the price to be paid therefor shall be based on the original cost less depreciation. This provision shall not apply in case the Star-Kist Foods, Inc. ceases using the pier for a period not longer than nine consecutive months. Such periods during which the Star-Kist Foods, Inc. does not use the pier because of unforeseen events, or events that, although foreseen, could not be avoided, or due to force majeure, as herein below defined, shall not be taken into account for the purpose of determining if the Star-Kist Foods, Inc. has ceased using the pier for the said period of 9 consecutive months. In case the Star-Kist Foods, Inc. stops using the pier for said period of 9 consecutive months, the purchaser agrees to sell the pier to the Industrial Development Company through the payment to the Star-Kist by the said Industrial Development Company of the original cost paid by the Star-Kist of the land comprised within the pier area, plus the original cost paid by the Star-Kist less depreciation of the pier, upon receipt of a request in writing by the Industrial Development Company submitted within the six months after such an eventuality.

For all purposes of this provision, the term force majeure shall mean any cause beyond the control of the affected party, including, but without limitation, fire, explosion, storm, flood, earthquake or any other accidental event, strike, labor dispute, war or governmental intervention or direction (including priority or assignment established by a governmental or official agency).

In case any of these events should happen, be they unforeseen or unavoidable because of force majeure, the Star-Kist Foods, Inc. shall, within the 30 days after the happening of such event or force majeure, effect the repairs or undertake any action necessary with regard to the use of the pier, and shall continue such repair work or any other action with due diligence and without interruption until its completion.

IN WITNESS WHEREOF, I have hereunto
set my hand and caused the Great
Seal of the Commonwealth of
Puerto Rico to be affixed, at the
City of San Juan, this 22nd day of
September, A.D. nineteen hundred
and fifty nine.

(Sgd.) LUIS MUÑOZ MARIN
Governor

Promulgated according to law, this 22nd day of September, 1959.

(Sgd.) N. ALMIROTY
Assistant Secretary of State