SFUND RECORDS CTR
2054407

COUNTERPART NO. 1 OF 3

Deed

THIS INDENTURE WITNESSETH, THAT WHEREAS, Reconstruction Finance Corporation was created as an instrumentality of the United States Government (hereinafter called the Government) on January 22, 1932, by an Act of Congress known as the "Reconstruction Finance Corporation Act" (Public Law 2, 72d Congress, 47 Stat. 5); and

WHEREAS, Defense Plant Corporation was created as an instrumentality of the Government on August 22, 1940, by said Reconstruction Finance Corporation pursuant to Section 5(d) of said Reconstruction Finance Corporation Act as amended (6 Fed. Reg. 2971); and

WHEREAS, said Defense Plant Corporation was dissolved on July 1, 1945, and its rights and assets transferred to said Reconstruction Finance Corporation by Act of Congress (Public Law 109, 79th Congress, 59 Stat. 310); and

WHEREAS, the rubber producing facilities of said Reconstruction Finance Corporation were transferred on June 30, 1954, to Federal Facilities Corporation, an instrumentality of the Government created by the Secretary of the Treasury pursuant to an Executive Order of the President of the United States (Executive Order No. 10539, 19 Fed. Reg. 3827); and

WHEREAS, through one or more of the aforesaid instrumentalities the Government has acquired and now owns certain rubber producing facilities which the Rubber Producing Facilities Disposal Commission (hereinafter called the Grantor), an instrumentality of the Government, created by an Act of Congress known as the "Rubber Producing Facilities Disposal Act of 1953" (Public Law 205, 83d Congress, 67 Stat. 408), has been authorized to sell in the manner provided by said Act, with authority to execute and deliver such deeds or other instruments appropriate to effectively transfer to the

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purchasers thereof the title to such facilities, no matter by what officer, agent, department, Government corporation, or instrumentality of the Government title to such facilities is held;

NOW, THEREFORE, pursuant to and by virtue of the authority vested in it by said Rubber Producing Facilities Disposal Act of 1953, and for the consideration hereinafter stated, the Grantor hereby remises, releases and forever quitclaims to Shell Chemical Corporation, a corporation of the State of Delaware (hereinafter called the Grantee), without any representation, assurance, covenant or warranty whatsoever, either express or implied, and with and subject to the exceptions and reservations and in consideration of the covenants of the Grantee as hereinafter provided, all of the right, title, and interest, legal or equitable, of the Government, and of every officer, agent, department, Government corporation, or instrumentality of the Government, in and to the following described real and personal property, constituting the manufacturing plants and properties known as Plancors 963, 929, and 611 of the rubber producing facilities of the Government (said plants and properties being hereinafter called the Facilities), located in the County of Los Angeles, in the State of California, to wit:

Plancor 963 (Butadiene Facility)

Group A-1: The following parcels of land, together with and including all existing easements and rights of way appurtenant thereto, and all buildings, structures, and improvements located on said land, easements, and rights of way, and all other tenements, hereditaments, and appurtenances belonging or in any wise appertaining to such land, easements, and rights of way, buildings, structures, and improvements, which parcels of land are described as follows, to wit:

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Lots 54 to 69 inclusive of Tract No. 4671 in the County of Los Angeles, State of California, as per map recorded in Book 56, Pages 30 and 31 of Maps in the office of the County Recorder of Los Angeles County, together with that portion of Francisco Street adjoining Lots 57, 58, 65 and 66.

EXCEPTING therefrom the northerly 100 feet of said Lots 61 and 62 as described in a deed to the Department of Water and Power of the City of Los Angeles dated June 18, 1942, recorded September 3, 1942, in Book 19574, Page 48 of Official Records of Los Angeles County.

ALSO EXCEPTING the westerly 15 feet of said Lot 56.

Group B-1: All tangible personal property and fixtures of the Government directly pertaining to or located upon the property described in Group A-1 above, including, but not limited to, all manufacturing, maintenance, repair, laboratory, pilot plant, automotive and service machinery and equipment, all office and cafeteria furniture, fixtures and equipment, and all tanks, towers, reactors, condensers, compressors, pumps, pipes, mills, shops, electric substations, meters and transformers; except, however, all raw materials, work in process, finished products, repair parts, spare parts, supplies, and stores now located at, or in transit to, said Plancor 963, and tank cars owned by the Government, all of which are excluded from the property conveyed to the Grantee by this Deed.

Plancor 929 (Styrene Facility)

Group A-2: The following parcels of land, together with and including all existing easements and rights of way appurtenant thereto, and all buildings, structures, and improvements located on said land, easements, and rights of way, and all other tenements, hereditaments, and appurtenances belonging or in any wise appertaining to such land,

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easements, and rights of way, buildings, structures, and improvements, which parcels of land are described as follows, to wit:

Lots 12 to 18 inclusive; Lots 31 to 42 inclusive; and the southerly 261.70 feet of Lots 19, 30 and 43 of Tract No. 4671 in the County of Los Angeles, State of California, as per map recorded in Book 56, pages 30 and 31 of Maps in the office of the County Recorder of Los Angeles County, together with those portions of Rosemead Street and Francisco Street, adjoining the above described lots; also that portion of Vermont Avenue, adjoining Lots 37, 38 and 39, abandoned as a public street by order of the Board of Supervisors of Los Angeles County, recorded in Book 6142, Page 206 of Official Records of Los Angeles County, lying north of the north line of James Street, as shown on said map of Tract No. 4671.

EXCEPTING therefrom a 100 foot strip of land described in a deed to the Department of Water and Power of the City of Los Angeles dated June 18, 1942, recorded September 3, 1942, in Book 19574, page 48 of Official Records of Los Angeles County.

Group B-2: All tangible personal property and fixtures of the Government directly pertaining to or located upon the property described in Group A-2 above, including, but not limited to, all manufacturing, maintenance, repair, laboratory, pilot plant, automotive and service machinery and equipment, all office and cafeteria furniture, fixtures and equipment, and all tanks, towers, reactors, condensers, compressors, pumps, pipes, mills, shops, electric substations, meters and transformers; except, however, all raw materials, work in process, finished products, by products, repair parts, spare parts, supplies, and stores now located at, or in transit to, said Plancor 929, and tank cars owned by the Government, all of which are excluded from the property conveyed to the Grantee by this Deed.

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Plancor 611 (Copolymer Facility)

Group A-3: The following parcels of land, together with and including all existing easements and rights of way appurtenant thereto, and all buildings, structures, and improvements located on said land, easements, and rights of way, and all other tenements, hereditaments, and appurtenances belonging or in any wise appertaining to such land, easements, and rights of way, buildings, structures, and improvements, which parcels of land are described as follows, to wit:

> Lots 19 to 30 inclusive, Lots 43 to 48 inclusive of Tract No. 4671 in the County of Los Angeles, State of California, as per map recorded in Book 56, pages 30 and 31 of Maps in the office of the County Recorder of Los Angeles County, together with those portions of Rosemead Street and portions of Knox Street adjoining the above described lots.
>
> EXCEPTING therefrom the northerly 50 feet of Lots 24, 25 and 48 lying parallel with, and measured at right angles from, the north line of said lots.
>
> ALSO EXCEPTING therefrom the southerly 261.70 feet of said Lots 19, 30 and 43.

Group B -3: All tangible personal property and fixtures of the Government directly pertaining to or located upon the property described in Group A-3 above, including, but not limited to, all manufacturing, maintenance, repair, laboratory, pilot plant, automotive and service machinery and equipment, all office and cafeteria furniture, fixtures and equipment, and all tanks, towers, reactors, condensers, compressors, pumps, pipes, mills, shops, electric substations, meters and transformers; except, however, all raw materials, work in process, finished products, repair parts, spare parts, supplies, and stores now located at, or in transit to, said Plancor 611, and tank cars owned by the Government, all of which are excluded from the property conveyed to the Grantee by this Deed.

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Land and Easements Appurtenant to One or More of the Above-Described Facilities

Group C: The following parcels of land and easements, which to the extent hereinafter provided are made and constituted appurtenances of the Facilities hereinbefore described, to wit:

(a) Lot 82 of Tract No. 4671 in the County of Los Angeles, California, as per map recorded in Book 56, Pages 30 and 31 of Maps, in the office of the Los Angeles County Recorder. EXCEPTING therefrom the easterly 100 feet thereof.

(b) An easement and right of way in, upon, over, and across the South 50 feet of the East 100 feet of Lot 82 of said Tract No. 4671 for the use, maintenance and operation, including ingress and egress, of existing drainage system as constructed thereon as excepted and reserved in deed dated May 31, 1949, from Reconstruction Finance Corporation to the City of Los Angeles and recorded July 1, 1949, in Book 30446, Page 222 of Official Records of Los Angeles County.

(c) Lot 115 of Tract No. 4671 in the County of Los Angeles, California, as per map recorded in Book 56, Pages 30 and 31 of Maps in the office of the Los Angeles County Recorder. EXCEPTING therefrom that portion of said Lot 115, as conveyed by Quitclaim Deed dated June 16, 1952, to the Los Angeles County Flood Control District and recorded July 18, 1952, in Book 39412, Page 166 of Official Records of Los Angeles County.

(d) A perpetual easement and right of way for drainage purposes and the right to construct, maintain and use a drainage ditch, channel, covered conduit or pipe for drainage purposes over and across the southerly 50 feet of Lot 100 of said Tract 4671 in the County of Los Angeles, State of California, with the right to enter upon and to pass and repass over and along said strip of land and to deposit tools, implements and other materials, thereon, whenever and wherever necessary for the purpose of constructing, reconstructing, inspecting, maintaining, operating and repairing said drainage ditch, channel, covered conduit or pipe, as granted to Defense Plant Corporation by deed recorded in Book 19897, Page 103 of Official Records.

(e) Those portions of the 477.81 acre tract allotted to Marie De Los Reyes Dominguez and of the 327.67 acre tract allotted to Guadalupe M. Dominguez in the partition of the Rancho San Pedro, as per Superior Court, Case No. 3284, Records of Los Angeles County, located in unincorporated territory of the County of Los Angeles, State of California, described as a whole as follows:

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Beginning at the point of intersection of the center line of Knox Street, 50 feet in width, with the semitangent of the curved center line of Main Street, 80 feet in width; thence along said semitangent, North 35° 07' 30" East 2.03 feet; thence South 80° 04' 00" East 44.35 feet to a point in the easterly curved line of Main Street, said last mentioned point being the true point of beginning of this description; thence South 80° 04' 00" East 316.86 feet to the beginning of a tangent curve concave to the north and having a radius of 286.24 feet; thence easterly along said last mentioned curve, a distance of 154.87 feet; thence tangent to said curve, North 68° 56' 00" East 406.85 feet to a point in a curve concave to the south, and having a radius of 1146.29 feet, a radial line from said last mentioned point bearing South 25° 10' 12" West; thence westerly along said last mentioned curve, a distance of 372.47 feet to the beginning of a reverse curve concave to the north, and having a radius of 539.94 feet, a radial line from the beginning of said reverse curve, bearing North 6° 33' 10" East; thence westerly along said reverse curve, a distance of 269.26 feet; thence tangent to said reverse curve, North 54° 52' 30" West 20.91 feet to the easterly line of Main Street, 80 feet in width; thence along said easterly line of Main Street, South 35° 07' 30" West, 365.59 feet to the beginning of a tangent curve in said easterly line of Main Street, concave to the east and having a radius of 1392.69 feet; thence southwesterly along said last mentioned curve, a distance of 18.97 feet to the true point of beginning of this description, a radial line from said true point of beginning bearing South 55° 39' 20" East.

EXCEPTING therefrom all oil, gas and other hydrocarbon substances in and under the surface of said land, together with the right to remove the same therefrom, but provided that such removal shall not entitle the use in or to any portion of the surface of said land, as reserved by Dominguez Estate Company, a corporation, in deed recorded January 9, 1945, in Book 22618, Page 351 of Official Records.

ALSO EXCEPTING therefrom that portion as conveyed to Los Angeles County Flood Control District by a Quitclaim Deed dated June 30, 1954, and recorded in Book 45638, Page 189 of Official Records of Los Angeles County.

The parcels and easements described in and constituting the foregoing roup C, as to the whole or separate parts (including in the aggregate all) hereof, are or have been used or intended or held for use in connection with and e appurtenant and incident to the operation and for the benefit of one or more f the Facilities hereinbefore mentioned and described; and for the purpose and eriod of the hereinafter mentioned National Security Clause, and separately as

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to each of said Group C parcels and easements, to the extent that such parcel or easement has been or is now or shall hereafter be used or held or be beneficial for use in connection with or incidental to use or operation of any one of said Facilities, such particular parcel or easement shall be and is hereby made and constituted an appurtenance of such particular Facility; on which basis all of said Group C shall be and is made thus appurtenant to one or more of said Facilities.

All such right, title and interest of the Grantor in the above-described properties is so transferred to the Grantee, subject to the following:

(1) All existing easements, rights of way and licenses over, under or across the above-described parcels of land either of record or apparent from inspection.

(2) A permanent appurtenant right and easement as next hereinafter in this paragraph (2) set forth, which as to the land transferred hereby shall affect and bind all thereof within the boundaries of said easement as hereinafter described; which right and easement is hereby expressly excepted, reserved and created by the Grantor for the benefit of itself and its successors and assigns and those under any of them in the ownership and/or operation (but only as appurtenant to and for the benefit of) the manufacturing plant and property known as Plancor 1593 located at El Segundo in said County of Los Angeles and now or heretofore constituting part of the rubber producing facilities of the Government operated by Standard Oil Company of California, a Delaware corporation; which easement so excepted and reserved and subject to which this deed is made is as next set forth and described, to wit:

Easement upon, along and under the hereinafter-described strip of land for the purpose of laying, constructing, using, operating, maintaining, repairing, reconstructing and replacing thereon and removing therefrom two pipe lines for the transmission of butadiene, butanes, butylenes, oil, petroleum, gas, gasoline and other substances, together with the right of ingress to and egress from said strip of land over adjacent lands of the Grantee at all reasonable times, and with suitable equipment for all purposes reasonably necessary to the enjoyment of said easement; provided that in the enjoyment of said easement the Grantor, its successors and assigns, shall perform any and all acts required to be performed on or about the lands of the Grantee in accordance with

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good industrial practice and in such a manner as will cause the least interference reasonably possible with the Grantee's own operations, the said strip of land covered by said easement being generally described as a strip of land ten feet in width, being a portion of Lots 19, 20, 30 and 43 of Tract 4671, as shown on a map recorded in Book 56, pages 30 and 31 of Maps, Records of Los Angeles County, California, and portions of vacated Knox Street between Lots 20 and 21 and vacated Rosemead Street between Lots 19 and 30 of said Tract, the center line of which is described as follows: Beginning at a point in the northerly prolongation of the westerly line of said Lot 20 distant northerly thereon 13 feet from the center line of Knox Street; thence easterly, parallel with the north line of said Lot 20, a distance of 15 feet; thence southerly along a line which is parallel with and distant easterly 15 feet, measured at right angles, from the westerly line of said Lots 19 and 20 a distance of 443.5 feet, more or less, to a line which is parallel with and distant southerly 70.95 feet, measured at right angles, from the north line of said Lots 19, 30 and 43; thence easterly along said parallel line across said Lots 19, 30 and 43 and vacated portion of said Rosemead Street, a distance of 1965 feet, more or less, to the center line of Vermont Avenue, as shown on said Tract.

(3) All covenants, conditions, restrictions, reservations, rights and grants affecting or pertaining to the Facilities and now of record or apparent from inspection of the above-described parcels of land (exclusive of any interest thereunder now or hereafter vested in the Government, and any such interest shall pass to the Grantee under this quitclaim), and all taxes, assessments and other liens and charges on or affecting said property and any encroachments on or by said property or the improvements thereon.

The consideration for this conveyance is $30,367,522.35, all of which has been paid to the Government in cash, and the Grantee agrees for itself and its successors and assigns as follows:

This Deed is expressly made subject both (1) to the terms, conditions, restrictions, and reservations contained in Section 7(h) of the Rubber Producing Facilities Disposal Act of 1953, and (2), for the period of ten years next after the date hereof, to the National Security Clause hereinafter set forth (and which for such ten-year period, with respect to each of the Facilities separately, shall be a charge on and covenant running with the land of such Facility hereby conveyed, and binding on the Grantee, its successors and assigns);

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and by acceptance of this deed the Grantee, for and binding upon itself and its successors and assigns, accepts and covenants to comply with all thereof, and the Grantor hereby expressly excepts and reserves all such right and interest in said transferred property as shall be necessary to make all such matters a prior charge thereon and fully binding on the Grantee and its successors and assigns. Said National Security Clause is as follows:

> (a) The Grantee will maintain at all times in accordance with sound practice in the industry, normal wear and tear excepted, Plancor 963 (Butadiene Facility), together with all replacements thereof and additions and improvements thereto, so that the same shall be, at all times during said ten-year period, either in a condition (1) currently to produce specification (98%) butadiene produced from basic raw materials at a rate of not less than 48,000 short tons per year (assigned annual capacity), or (2) so that it can be placed in a condition to produce said product at such rate of assigned annual capacity within a period of 180 days after written notice from the Government to activate the plant or to reconvert same, as the case may be: provided, however, that such 180-day period shall be extended, upon written approval to the Grantee from the Government, for such additional period as shall be necessary in the event the Grantee is unable to comply therewith by reason of its inability to procure essential materials, unavailability of labor, act of God, fire, earthquake, flood, explosion, storm, strike, or other cause or causes reasonably beyond its control; and provided, further, that in the event of major damage to or complete destruction of said Facility where the Grantee is without fault or negligence, the Grantee shall immediately notify the Government of the happening and of the cause or causes occasioning same, whereupon the Government will cause an examination to be made and will thereafter notify the Grantee promptly of the extent, if any, that restoration of the assigned annual capacity so destroyed or damaged must be made, such restoration to be effected at the Grantee's expense within a reasonable period of time to be agreed upon between the Grantee and the Government. However, in any case where such restoration is so deemed necessary by the Government, the Grantee may elect to invoke the privilege of substituting new separate facilities pursuant to and in accordance with paragraph (g) or (h) of this National Security Clause. Such restoration shall not be required in the event of major damage to or complete destruction of said Facility caused directly or indirectly by (1) hostile or warlike

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action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack, (i) by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces; or (ii) by military, naval or air forces; or (iii) by an agent of any such government, power, authority or forces, it being understood that any discharge, explosion or use of any weapon of war employing atomic fission or radioactive force shall be conclusively presumed to be such a hostile or warlike action by such a government, power, authority or forces; (2) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence.

(b) The Government shall have the right to conduct an inspection or survey of said Facility at any time, subject to reasonable prior written notice thereof to the Grantee, for the purpose of determining whether the Grantee is in default under this National Security Clause.

(c) Failure to maintain said Facility as required above, or failure to observe any of the other conditions of this National Security Clause, shall give the Government the unconditional right to immediate possession and use of said Facility for the purpose of restoring it to a condition to produce at the rate of such assigned annual capacity, but all costs incidental to such restoration shall be borne exclusively by the Grantee.

(d) The Grantee will not sell, lease, mortgage or otherwise encumber said Facility without expressly making such sale, lease, mortgage or encumbrance subject to the provisions of this National Security Clause for the remainder of its term. It is the express intention of both the Grantee and the Grantor that the covenants herein contained shall be binding on subsequent owners or occupants of said Facility, and that the Grantee shall remain liable for any violations of said covenants by such subsequent owners or occupants unless the Grantee shall have been expressly released in writing from such obligation by the Government.

(e) The Government in exercising its rights and in carrying out its obligations under this National Security Clause shall act through such officer, department or agency of the Government as shall be designated by duly constituted authority.

(f) During the term of this National Security Clause, the Grantee shall preserve the "Asset Property Records" pertaining to said Facility and acquired from the Government concurrently

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with this conveyance, and shall maintain and keep current thereafter an adequate record of the fixed assets of said Facility; the Grantee shall also preserve until the expiration of said term all drawings, tracings, prints, and other documents in its possession (hereinafter called documents) pertaining to the construction, modification, maintenance, or theory and method of operation of said Facility. At any time within said term, upon request of the Government, the Grantee shall make available to the Government such of the aforesaid records, documents, or any designated portion thereof as shall be essential to the Government for the purposes of paragraphs (b) and (c) of this National Security Clause and shall upon request from time to time furnish copies thereof to the Government at the Government's expense. The Government will maintain confidential such documents and copies thereof as the Grantee shall designate, and, to the extent requested by the Grantee, shall examine them only at said Facility. The Grantee may offer to the Government any of such records and documents that it considers to be obsolete, and the Grantee will be relieved of the obligation to preserve them if the Government accepts the offer or grants permission for destruction or other disposition.

(g) The Grantee may at any time during the term of this National Security Clause notify the Government in writing that it desires to substitute for all or any part of Plancor 963 as hereby conveyed to the Grantee new separate facilities of equivalent productive capacity for the production of the product specified in paragraph (a) of this National Security Clause, or for the production of a different product which must be at least as satisfactory, and be generally acceptable for the same general uses and purposes, as said specified product, and upon receiving approval in writing thereto from the Government, may proceed to effect such substitution. In such event all of the terms and provisions of this National Security Clause shall apply with equal force and effect to such substituted facilities and shall no longer apply to the facilities to which they applied originally.

(h) In lieu of proceeding as permitted by paragraph (g) of this National Security Clause, the Grantee may at any time during the term of this Clause substitute for all or any part of Plancor 963 as hereby conveyed to the Grantee new separate facilities of equivalent productive capacity for the production of the product specified in paragraph (a) of this National Security Clause, or for the production of a different product which must be at least as satisfactory, and be generally acceptable for the same general uses and purposes, as said specified product. Sixty days after written notice by the Grantee to the Government of the completion of such new separate facilities, all of the terms and provisions of this National Security Clause shall apply with equal force and effect to such new separate facilities

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and shall no longer apply to facilities for which the new separate facilities are to be substituted, unless within such 60-day period the Government notifies the Grantee in writing that it disapproves the proposed substitution, in which event the terms and provisions of this National Security Clause shall remain applicable to the facilities to which they applied originally.

(i) The provisions of paragraphs (a) to (h), inclusive, of this National Security Clause shall apply, pari passu, to Plancor 929 (Styrene Facility), as hereby conveyed, for which the assigned annual capacity shall be 62,500 short tons of specification styrene produced from basic raw materials per year, and to Plancor 611 (Copolymer Facility), as hereby conveyed, for which the assigned annual capacity shall be 89,000 long tons of net GR-S rubber per year.

TO HAVE AND TO HOLD the above-described real and personal property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, the members of said Rubber Producing Facilities Disposal Commission have signed this conveyance in its name and behalf and as its act this 19th day of April, 1955.

RUBBER PRODUCING FACILITIES DISPOSAL COMMISSION

By [signature]

[signature]

[signature]

Constituting all of the members thereof 13-R760

Signed in the presence of:

[signature]

[signature]

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DISTRICT OF COLUMBIA: SS

On this 19th day of April, in the year 1955, before me Charles J. Buettner, a notary public within and for the District of Columbia, personally appeared Holman D. Pettibone, Leslie R. Rounds, and Everett R. Cook, known to me to be the persons who executed the within instrument on behalf of the Rubber Producing Facilities Disposal Commission therein named, and known to me to be all the members of said Commission, and each acknowledged to me that he executed the within instrument in the name and on behalf of the Commission.

In testimony whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Charles J. Buettner
Notary Public within and for
the District of Columbia

My commission expires: February 29, 1956

(Notarial Seal)

DOCUMENT No. 1
RECORDED AT REQUEST OF
TITLE INSURANCE & TRUST CO.
APR 25 1955 AT 8 A. M.
BOOK 47572 PAGE 139
IN OFFICIAL RECORDS
County of Los Angeles, California
Fee $ 6.50
FRAME B. BEATTY, County Recorder
By M Sides Deputy

Index as Deed

6.50/53

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