INSTRUMENT OF TRANSFER

KNOW ALL MEN BY THESE PRESENTS:

That, the UNITED STATES OF AMERICA, acting by and through the WAR ASSETS ADMINISTRATION under and pursuant to Reorganization Plan One of 1947 (12 F.R. 4534), and the powers and authority contained in the provisions of the Surplus Property Act of 1944, as amended, and applicable rules, regulations, and orders, PART OF THE FIRST PART, in consideration of the assumption by the CITY OF SANTA MONICA, a body corporate and politic under the laws of the State of California, PART OF THE SECOND PART, of all the obligations and its taking subject to certain reservations, restrictions, and conditions and its covenant to abide by and agreement to certain other reservations, restrictions, and conditions, all as set out hereinafter, has remised, released and forever quitclaimed, and by these presents does remise, release, and forever quitclaim to said City of Santa Monica, its successors and assigns, under and subject to the reservations, restrictions, and conditions, exceptions, and reservations of rights hereinafter set out, all its right, title, interest, and claim in and to the following described real, personal, or mixed property situated in the County of Los Angeles, State of California, to wit:

(1) Tract #1 - A temporary easement granted by Raymond E. Wright and Lula Nancy Martin Wright, husband and wife to the United States of America, by easement deed dated 21 October 1942, for right-of-way to locate, relocate, construct, maintain, repair, operate, renew, enlarge, remove and replace, increase and/or change the number and/or size of conduits, pipes, pipe lines, accessories and appurtenances for the conveyance and disposal of sewage and/or effluent under, over, along and upon that certain land situated in the County of Los Angeles, State of California, described as follows:

A strip of land 10 feet in width, situated in the City of Los Angeles, County of Los Angeles, State of California, being under and across a portion of Lot 94, Tract No. 12450, as per map recorded in Book 255, Pages 20 and 21 of Maps, Records of Los Angeles County, lying 5 feet on each side of the following described center line.

Beginning at the intersection of the Southeasterly line of said Lot 94 with the center line of Wasatch Avenue, (50 feet in width), said point being North 32° 34' 40" West, a distance 185.61 feet from the intersection of the center line of Wasatch Avenue and the center line of Woodgreen Street (50 feet in width); thence North 32° 34' 40" West along the Northwesterly prolongation of the center line of Wasatch Avenue a distance of 44.00 feet to a point in the Northwesterly line of said Lot 94, containing 440 square feet, more or less.

(2) Tract #2 - A temporary easement granted by the Southern California Water Company, a corporation organized and existing under and by virtue of the laws of the State of California, to the United States of America, by easement deed dated 22 October 1942, for right-of-way to locate, relocate, construct, reconstruct, maintain, repair, operate, renew, enlarge, remove and replace, increase and/or change the number and/or size of conduits, pipes, pipe lines, accessories and appurtenances for the conveyance and disposal of sewage and/or effluent under, over, along and upon that certain land situated in the County of Los Angeles, State of California, described as follows:

A strip of land 10 feet in width, situated in the City of Los Angeles, County of Los Angeles, State of California being under and across a portion of the Subdivision of the Lands of Samuel Cripe in the Rancho La Ballona as per map recorded in Book 2, Page 64,
Licensed Surveyors Maps, Records of said County lying 5 feet on each side of the following described center line: Beginning at the intersection of the Northwesterly line of Lot 94, Tract No. 12450, as per map recorded in Book 235, Pages 20 and 21 of Maps, Records of Los Angeles County, with the Northwesterly prolongation of the center line of Wasatch Avenue, (50 feet in width) said point being N 32° 34' 40" West, a distance of 192.81 feet from the intersection of the center line of Wasatch Avenue and the center line of Woodgreen Street, (60 feet in width), thence North 32° 34' 40" West along the Northwesterly prolongation of the center line of Wasatch Avenue, a distance of 16 feet to the Northwesterly line of said Subdivision of the Lands of Samuel Cripe in the Rancho La Ballona, containing 150 square feet, more or less.

(3) Tract #3 - A temporary easement granted by the Bank of America National Trust & Savings Association, a national banking association, owners, and Gore Bros. Inc., a corporation organized and existing under and by virtue of the laws of the State of California, Vendee, under a land purchase contract, to the United States of America, by easement deed dated 21 October 1942, for right-of-way to locate, relocate, construct, reconstruct, maintain, repair, operate, renew, enlarge, remove and replace, increase and/or change the number and/or size of conduits, pipes, pipe lines, accessories and appurtenances for the conveyance and disposal of sewage and/or effluent under, over, along and upon that certain land situated in the City of Los Angeles, State of California, described as follows:

A strip of land 10 feet in width situate in the City of Los Angeles, County of Los Angeles, State of California, being under and across a portion of the 10.70 Acres of Fractional Jose De Luz Machado 61.97334 Acres with the Northwesterly prolongation of the center line of Wasatch Avenue (Wasatch Avenue shown on Tract No. 12450, as per map recorded in Book 235, Pages 21 and 20 of Maps, Records of said County) said point being North 32° 34' 40" West along the Northwesterly prolongation of the center line of Wasatch Avenue, a distance of 192.81 feet from the intersection of the center line of Wasatch Avenue (60 feet in width) and the center line of Woodgreen Street (60 feet in width); thence North 32° 34' 40" West 11.19 feet; thence North 65° 08' 43" West 442.16 feet to a point in the Northwesterly line of said Fractional Jose De Luz Machado 61.97334 Acres, containing 4533 square feet, more or less.

(4) Tract #4 - A temporary easement granted by Gore Bros. Inc., a corporation organized and existing under and by virtue of the laws of the State of California, to the United States of America, by easement deed dated 20 October 1942, for right-of-way to locate, relocate, construct, reconstruct, maintain, repair, operate, renew, enlarge, remove and replace, increase and/or change the number and/or size of conduits, pipes, pipe lines, accessories and appurtenances for the conveyance and disposal of sewage and/or effluent under, over, along and upon that certain land situated in the County of Los Angeles, State of California, described as follows:

A strip of land 10 feet in width, situate in the City of Los Angeles, County of Los Angeles, State of California, being under and across a portion of Fractional Jose De Luz Machado 61.97334 Acres in the Rancho La Ballona (District Court Case No. 2722) as per map recorded in Book 5, Pages 204 to 209 inclusive, Miscellaneous Records of Los Angeles County, lying 5 feet on each side of the following described center line: Commencing at the intersection of...
the center line of Wasatch Avenue (60 feet in width) and Woodgreen Street (60 feet in width), shown on Tract No. 12367, as per map recorded in Book 235, Pages 20 and 21 of Maps, Records of Los Angeles County: thence North 32° 34' 40" West along the center line and prolongation of the center line of said Wasatch Avenue, a distance of 210.00 feet; thence North 66° 08' 43" West 442.15 feet to the TRUE POINT OF BEGINNING. Thence North 66° 08' 43" West 426.10 feet; thence North 53° 33' 55" West 25.59 feet to the point of termination in the Southwesterly line of Woodbine Avenue (27 feet wide) shown on Tract No. 12367 as per map recorded in Book 249, Page 13 of Maps, Records of Los Angeles County; said point of termination being North 67° 11' 50" East 25.50 feet from the most Southerly corner of said Tract No. 12367.

(5) Tract #6 - A temporary right-of-way for construction, operation, maintenance, renewal, and removal of a sewer line along, across, beneath and over the following described property, to wit:

The Southwesterly ten (10) feet of Lot 62 of Tract 12367, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 249, Pages 12 and 13 of Maps, records in the Office of the County Recorder of said County and State, granted by a lease entered into by and between the Bank of America National Trust and Savings Association, a National Banking Association, and the United States of America, on 1 September 1944, as modified by Supplemental Agreements: #1, dated 10 January 1944, #2, dated 31 July 1944, #3, dated 4 August 1944, and #4, dated 30 December 1946, which was duly transferred and assigned to the Capital Company, a California Corporation, on 7 September, 1946.

(6) That certain sewer pipe line constructed pursuant to and all rights acquired by, that certain Resolution of 9 October 1942, in the Minutes of the Board of Public Works, City of Los Angeles, Page 205, Book No. 325, granting permission to the Federal Government to install a sanitary sewer in Stewart Avenue between Rose Avenue and Woodbine Streets.

(7) Those certain chattels enumerated in Schedule "A" attached hereto and made a part hereof as though fully set forth hereat.

EXCEPTING, HOWEVER, from this conveyance all right, title, and interest in and to all property in the nature of equipment, furnishing, and other personal property located on the land leased from the City of Santa Monica as hereinafter set out, which can be removed from the land prior to the Board of Public Works, City of Los Angeles, Page 205, Book No. 325, granting permission to the Federal Government to install a sanitary sewer in Stewart Avenue between Rose Avenue and Woodbine Streets.

Further, the PART OF THE FIRST PART, for the consideration hereinafore expressed, does hereby surrender, subject to the terms and conditions of this instrument, to the PARTY OF THE SECOND PART, the former's leasehold interest in and to the premises known as "Glover Field, Santa Monica Municipal Airport", set forth and described in Lease No. W-04-193-Eng-4694, dated 8 December, 1941, as
modified by Supplemental Agreements: #1, dated July 23, 1945, and #2, dated July 15, 1946; and in Lease No. W-3460-Eng-549, dated December 1, 1941, as modified by Supplemental Agreements: #1, dated December 20, 1944, and #2, dated July 15, 1946, both from the City of Santa Monica to the United States of America, and including 166.87 acres, more or less of land situated in the County of Los Angeles, State of California.

THE PARTY OF THE SECOND PART does hereby release the PARTY OF THE FIRST PART from any and all claims which exist or may arise under the provisions of the aforesaid lease, except claims which may be submitted under Section 17 of the Federal Airport Act.

Said property transferred hereby was duly declared surplus and was assigned to the War Assets Administration for disposal, acting pursuant to the provisions of the above-mentioned Act, as amended, Reorganization Plan One of 1947 and applicable rules, regulations and orders.

THAT THE PARTY OF THE FIRST PART has released and quit-claimed, and by this instrument does release and quitclaim to the PARTY OF THE SECOND PART all of the structures and improvements on the leased land, including underground and overhead utility systems, which were added thereto by PARTY OF THE FIRST PART.

That by the acceptance of this instrument or any rights hereunder, the said PARTY OF THE SECOND PART, for itself, its successors, and assigns, agrees that the aforesaid surrender of leasehold interest, transfer of structures, improvements and chattels, and assignment, shall be subject to the following restrictions, set forth in subparagraphs (1) and (2) of this paragraph, which shall run with the land, imposed pursuant to the authority of Article 4, Section 3, Clause 2 of the Constitution of the United States of America, the Surplus Property Act of 1944, as amended, Reorganization Plan One of 1947 and applicable rules, regulations and orders:

(1) That, except as provided in subparagraph (6) of the next succeeding unnumbered paragraph, the land, buildings, structures, improvements and equipment in which this instrument transfers any interest shall be used for public airport purposes for the use and benefit of the public, on reasonable terms and without unjust discrimination and without grant or exercise of any exclusive right for use of the airport within the meaning of the terms "exclusive right" as used in subparagraph (4) of the next succeeding paragraph. As used in this instrument, the term "airport" shall be deemed to include at least all such land, buildings, structures, improvements and equipment.

(2) That, except as provided in subparagraph (6) of the next succeeding paragraph, the entire landing area, as defined in WAA Regulation 16, dated June 26, 1946, and all structures, improvements, facilities and equipment in which this instrument transfers any interest shall be maintained for the use and benefit of the public at all times in good and serviceable condition, provided, however, that such maintenance shall be required as to structures, improvements, facilities and equipment only during the remainder of their estimated life, as determined by the Civil Aeronautics Administrator or his successor. In the event materials are required to rehabilitate or repair certain of the aforementioned structures, improvements, facilities or equipment, they may be procured by demolition of other structures, improvements, facilities or equipment transferred hereby and located on the above described premises which have outlived their use as airport property in the opinion of the Civil Aeronautics Administrator or his successor.
That by the acceptance of this instrument, or any rights hereunder, the PARTY OF THE SECOND PART, for itself, its successors and assigns, also assume the obligations of, covenants to abide by and agrees to, and this surrender, transfer, and assignment is made subject to, the following reservations and restrictions set forth in subparagraphs (1) to (7) of this paragraph, which shall run with the land, imposed pursuant to the authority of Article 4, Section 3, Clause 2 of the Constitution of the United States of America, the Surplus Property Act of 1944, as amended, Reorganization Plan One of 1947 and applicable rules, regulations and orders.

(1) That insofar as it is within its powers, the PARTY OF THE SECOND PART shall adequately clear and protect the aerial approaches to the airport by removing, lowering, relocating, marking or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

(2) That the United States of America (hereinafter sometimes referred to as the "Government") through any of its employees or agents shall at all times have the right to make nonexclusive use of the landing area of the airport at which any of the property transferred by this instrument is located or used, without charge; Provided, however, that such use may be limited as may be determined at any time by the Civil Aeronautics Administrator or his successor to be necessary to prevent undue interference with use by other authorized aircraft; Provided, further, that the Government shall be obligated to pay for damages caused by such use, or if its use of the landing area is substantial, to contribute a reasonable share of the cost of maintaining and operating the landing area, commensurate with the use made by it.

(3) That during any national emergency declared by the President of the United States of America or the Congress thereof, the Government shall have the right to make exclusive or nonexclusive use and have exclusive or nonexclusive control and possession, without charge, of the airport at which any of the property transferred by this instrument is located or used, or of such portion thereof as it may desire, provided, however, that the Government shall be responsible for the entire cost of maintaining such part of the airport as it may use exclusively, or over which it may have exclusive possession or control, during the period of such use, possession, or control, and shall be obligated to contribute a reasonable share, commensurate with the use made by it, of the cost of maintenance of such property as it may use nonexclusively or over which it may have nonexclusive control and possession; Provided, further, that the Government shall pay a fair rental for its use, control, or possession, exclusively or nonexclusively of any improvements to the airport made without United States aid.

(4) That no exclusive right for the use of the airport at which the property transferred by this instrument is located shall be vested (directly or indirectly) in any person or persons to the exclusion of others in the same class, the term "exclusive right" being defined to mean

(1) any exclusive right to use the airport for conducting any particular aeronautical activity requiring operation of aircraft;

(2) any exclusive right to engage in the sale or supplying of aircraft, aircraft accessories, equipment, or supplies (excluding the sale of gasoline and oil), or aircraft services necessary for the operation of aircraft (including the maintenance and repair of aircraft, aircraft engines, propellers, and appliances).
(6) That, except as provided in subparagraph (6) of this paragraph, the property transferred hereby may be, successively transferred only with the proviso that any such subsequent transferees assume all the obligations imposed upon the PARTY OF THE SECOND PART by the provisions of this instrument.

(6) That no property transferred by this instrument shall be used, leased, sold, salvaged, or disposed of by the PARTY OF THE SECOND PART for other than airport purposes without the written consent of the Civil Aeronautics Administrator, which shall be granted only if said Administrator determines that the property can be used, leased, sold, salvaged or disposed of for other than airport purposes without materially and adversely affecting the development, improvement, operation or maintenance of the airport at which such property is located; Provided, that no structures disposed of hereunder shall be used as an industrial plant, factory, or similar facility within the meaning of Section 28 of the Surplus Property Act of 1944, as amended, unless the PARTY OF THE SECOND PART shall pay to the United States such sum as the War Assets Administrator or his successor in function shall determine to be a fair consideration for the removal of the restriction imposed by this proviso.

(7) The PARTY OF THE SECOND PART does hereby release the Government, and will take whatever action may be required by the War Assets Administrator to assure the complete release of the Government from any and all liability the Government may be under for restoration or other damages under any lease or other agreement covering the use by the Government of the airport, or part thereof, owned, controlled or operated by the PARTY OF THE SECOND PART, upon which, adjacent to which, or in connection with which, any property transferred by this instrument was located or used. Provided, that no such release shall be construed as depriving the PARTY OF THE SECOND PART of any right it may otherwise have to receive reimbursement under Section 17 of the Federal Airport Act for the necessary rehabilitation or repair of public airports heretofore or hereafter substantially damaged by any Federal agency.

By acceptance of this instrument, or any right hereunder, the PARTY OF THE SECOND PART further agrees with the PARTY OF THE FIRST PART as follows:

(1) That in the event that any of the aforesaid terms, conditions, reservations or restrictions is not met, observed, or complied with by the PARTY OF THE SECOND PART or any subsequent transferee, whether caused by the legal inability of said PARTY OF THE SECOND PART or subsequent transferee to perform any of the obligations herein set out, of otherwise, the title, right of possession and all other rights transferred by this instrument to the PARTY OF THE SECOND PART, or any portion thereof, shall at the option of the PARTY OF THE FIRST PART revert to the PARTY OF THE FIRST PART sixty (60) days following the date upon which demand to this effect is made in writing by the Civil Aeronautics Administrator or his successor in function, unless within said sixty (60) days such default or violation shall have been cured and all such terms, conditions, reservations and restrictions shall have been met, observed or complied with, in which event said reversion shall not occur and title, right of possession, and all other rights transferred hereby, except such, if any, as shall have previously reverted, shall remain vested in the PARTY OF THE SECOND PART, its transferees, successors and assigns.

(2) That if the construction as covenants of any of the foregoing reservations and restrictions recited herein as covenants or the application of the same as covenants or any particular instance is held invalid, the particular reservations or restrictions in question shall be construed instead merely as conditions upon
the breach of which the Government may exercise its option to cause the title, right of possession and all other rights transferred to the PARTY OF THE SECOND PART, or any portion thereof, to revert to it, and the application of such reservations or restrictions as covenants in any other instance and the construction of the remainder of such reservations and restrictions as covenants shall not be affected thereby.

TO HAVE AND TO HOLD the property transferred hereby, under and subject to the aforesaid reservations, restrictions and conditions, unto the said PARTY OF THE SECOND PART, its successors and assigns forever.

IN WITNESS WHEREOF, the UNITED STATES OF AMERICA, acting by and through the War Assets Administration, has caused these presents to be executed in its name and on its behalf by W.A. Reyer, District Director, War Assets Administration, and the CITY OF SANTA MONICA, acting by and through its City Council, has caused these presents to be executed in its name and on its behalf by R. M. DORTON, City Manager and attested by K. O. GRUBB, its City Clerk, and its seal to be hereunto affixed, all as of the 10th day of August, 1946.

WITNESSES:

Evelyn L. Reyer
Mayor, City of Los Angeles

WITNESSES:

W. B. Knudsen
City Clerk

ATTESI:

CITY OF SANTA MONICA
STATE OF CALIFORNIA

By:
CITY MANAGER

ORIGINAL
### SCHEDULE "A"

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On this 14th day of August, 1948, before me, Helen C. Pasko, a Notary Public in and for the County of Los Angeles, State of California, personally appeared Walter L. Reyer, known to me to be the District Director, Los Angeles District Office, War Assets Administration, and known to me to be the person who executed the within instrument on behalf of the War Assets Administration which executed said instrument on behalf of the United States of America and acknowledged to me that he subscribed to the said instrument the name of the United States of America and the name of the War Assets Administration on behalf of the United States of America, and further that the United States of America executed said instrument.

"WITNESS my hand and official seal.

Helen C. Pasko
Notary Public in and for County and State

My Commission expires:
My Commission Expires Apr. 23, 1949
UNITED STATES OF AMERICA
War Assets Administration

CERTIFICATE

I, the undersigned, L. S. WRIGHT, Secretary
The General Board
official capacity as such, Secretary
and duly authorized in the DELEGATION OF AUTHORITY INCIDENT TO THE CARE,
HANDLING AND CONVEYANCING dated Apr. 9, 1948, to make the following
certification, do hereby certify:

1. That Walter A. Roher
District Director, Los Angeles District Office

War Assets Administration, duly appointed, authorized and acting in such
capacity at the time of the execution of the attached instrument.

2. That the attached DELEGATION OF AUTHORITY INCIDENT TO THE
CARE, HANDLING AND CONVEYANCING is a true and correct copy of the original
of said DELEGATION OF AUTHORITY, dated Apr. 9, 1948

Given under my hand this 10 day of August, 1948.

[Signature]

Secretary
(The General Board)
War Assets Administration
DELEAGATION OF AUTHORITY NO. 165

DELEGATION OF AUTHORITY INCIDENT TO THE CARE, HANDLING, AND CONVEYANCING OF SURPLUS REAL PROPERTY AND PERSONAL PROPERTY ASSIGNED FOR DISPOSAL THEREWITH

The Deputy Administrator, Office of Real Property Disposal, and each Associate Deputy Administrator, Office of Real Property Disposal, War Assets Administration, the Regional Director, the Deputy Regional Director for Real Property Disposal, the Associate Deputy Regional Director for Real Property Disposal, and the Assistant Deputy Regional Director for Real Property Disposal, in each and every War Assets Administration Regional Office, the District Director and Deputy District Director for Real Property Disposal, in each and every War Assets Administration District Office, and any person or persons designated to act, and acting, in any of the foregoing capacities, are hereby authorized, individually (1) to execute, acknowledge and deliver any deed, lease, permit, contract, receipt, bill of sale, or other instruments in writing in connection with the care, handling and disposal of surplus real property, or personal property assigned for disposition with real property, located within the United States, its territories and possessions, (2) to accept any notes, bonds, mortgages, deeds of trust or other security instruments taken as consideration in whole or in part for the disposition of such surplus real or personal property, and to do all acts necessary or proper to release and discharge any such instrument or any lien created by such instrument or otherwise created, and (3) to do or perform any other act necessary to effect the transfer of title to any such surplus real or personal property located as above provided; all pursuant to the provisions of the Surplus Property Act of 1944, as amended, (50 Stat. 765; 60 U.S.C. App. Supp. 1611); Public Law 181, 79th Cong. (68 Stat. 535); 50 U.S.C. App. Supp. 1614a, 1614b); Reorganization Plan 1 of 1947 (12 F.R. 6654); Public Law 229, 80th Cong. (61 Stat. 678); and War Assets Administration Regulation No. 1 (12 F. R. 6661), as amended.

The Regional Director in each and every War Assets Administration Regional Office is hereby authorized to redelegate to such person or persons as he may designate the authority delegated to him by this instrument.

Lt. S. Wright, the Secretary of The General Board and Robert Whitten, Associate Deputy Administrator, Office of Real Property Disposal, War Assets Administration, are hereby authorized, individually, to certify true copies of this Delegation and provide such further certification as may be necessary to effectuate the intent of this Delegation in form for recording in any jurisdiction, as may be required.

This Delegation shall be effective as of the opening of business on April 9, 1948.

This authority is in addition to delegations of authority previously granted under dates of May 17, 1946; May 29, 1946; July 30, 1946; September 16, 1946; October 31, 1946; November 22, 1946; January 15, 1947; June 5, 1947; and December 1, 1947, but shall not in any manner supersede provisions of said delegations as do not conflict with the provisions of this Delegation.

JESS LARSON
Administrator

Dated: APR 9, 1948.
RESOLUTION NO. 183
(CITY COUNCIL SERIES)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA MONICA ACCEPTING AN INSTRUMENT OF TRANSFER FROM THE UNITED STATES OF AMERICA.

THE CITY COUNCIL OF THE CITY OF SANTA MONICA DOES RESOLVE AS FOLLOWS:

SECTION 1. That that certain instrument of transfer from the United States of America, acting by and through the War Assets Administration, whereby said United States of America does surrender to the City of Santa Monica the former's lease-hold interest in and to the premises known as Cloverfield Santa Monica Municipal Airport and certain easements and temporary rights of way appurtenant thereto, be and the same hereby is accepted.

SECTION 2. That the City Manager hereby is authorized to execute said instrument of transfer on behalf of the city and the City Clerk shall attest his signature thereto.

SECTION 3. That the City Clerk shall certify to the adoption of this resolution and thenceforth and thereafter the same shall be in full force and effect.

ADOPTED and APPROVED this 10th day of August, 1948.

[Signature]
Mayor

[Signature]
City Clerk

Thereby certify that the foregoing resolution was duly adopted by the City Council of the City of Santa Monica at a regular meeting thereof held on the 10th day of August 1948, by the following vote of the Council:

Present: Councilmen: Bernard, Quercio, Markworth, Neilson, Talmage, Schimmer

Abstain: Councilmen: None

City Clerk

[Signature]
Royal M. Sorensen, City Attorney

[Signature]
Royal M. Sorensen, City Attorney