

THIS INDENTURE, made the 20th day of May 1912, by and between the ABBOTT KINNEY COMPANY, a corporation organized and existing under the laws of the STATE OF CALIFORNIA, of the first part, and the CITY OF VENICE, a municipal corporation of the STATE OF CALIFORNIA, of the second part.

W I T N E S S E T H:

That for and in consideration of Ten (10) Dollars, receipt of which is hereby acknowledged, said first party hereby grants to said second party and its successors, with the reservations and subject to the conditions hereinafter stated, all those parcels of land situated in the CITY OF VENICE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, described as follows, to-wit:

All of the following lands, lots, parts of lots and parcels of land situated in the Venice of America Tract, as per map thereof recorded in Map Book 6, page 126, Records of Los Angeles County, State of California, described as follows, to-wit;

Lot A, known as Andulusia Avenue, Lot A, known as Venus Canal including all bridges across same; Lot C, known as Aldebaron Canal including all bridges across same; Lot D, known as Aldebaron Canal including all bridges across same; Lot E, known as Lion Canal including all bridges across same; Lot F, known as Lion Canal including all bridges across same; Lot H, known as Grand Canal including all bridges across same; Lot J, known as Altair Canal including all bridges across same; Lot K, known as Cabrillo Canal including all bridges across same; the canal extending from the southerly line of Lot H through Lot EE to the southerly line of said Lot EE, known as Riviera Canal and all bridges across same.

All of Lot G, known as Coral Canal including all bridges across same excepting the following described portion of said Lot G, to-wit: beginning at the Northwesterly corner of Lot I (one) of the Venus Canal Tract as recorded in Map book 7, page 116, Los Angeles County Records; thence south thirty-four degrees and fifty hundredths minutes (34° 05') east a distance of ninety and fifty-three hundredths (90.53) feet to the southwesterly corner of said lot, thence S. 51° 10' W. a distance of 85.79 ft. to a point, thence N. 34° 05' W. a distance of 90.53 ft. to a point in the southerly line of Westminister Avenue, thence along the southerly line of Westminister Avenue N. 51° 10' E. 85.79 ft. to the Northwest corner of Lot I (one) said Venus Canal Tract the point of beginning.

There is reserved to said first party, its successors and assigns, the right to maintain and operate that certain Miniature railroad, known as the "Venice Railroad", which is now in operation in the CITY OF VENICE, and over and along the portions of the parcels of land herein described, where the said railroad is now operated, and to exercise all the rights and privileges appertaining to said railroad perpetually; and there is also reserved to said first party, its successors and assigns, the right at any time to construct under said parcels of land herein conveyed, and to maintain and use, conduits, pipes, wires, and any other appliances deemed necessary for conveying water, gas, or electricity, or for any other useful and proper purpose, provided however, that in so doing the use of the said parcels of land for canals, street, alley and walk way purposes shall not be interfered with.

And this grant is upon and is subject to the following conditions, to-wit:

1. Said City of Venice shall not destroy or permit the destruction of the flowers, plants, or trees on any part of the premises herein granted, but shall care for and maintain the same perpetually;

2. Said grant is also upon condition that said second party and its successors shall not interfere with the use or enjoyment of the franchises and rights and privileges now owned and enjoyed by the Venice Railroad Company, and the grades of the said railroad shall remain as they are now unless said first party shall give its written consent to a change thereof.

3. Also the premises herein conveyed shall be used by said second party and its successors solely and only for permanent waterways and canals, free to the public forever.

If said second party, or its successors, shall fail, neglect, or refuse, for ninety days after written notice, to comply with all or any of the beforementioned conditions, then and in that event, this grant shall cease, determine and become void, and the full fee simple title, without encumbrance of any kind by reason of this indenture shall thereupon without any action on the part of the grantor become vested in said first party, its successors or assigns.

Canal

IN WITNESS WHEREOF, said first party has caused its corporate name and seal to be hereunto affixed by its president, thereunto duly authorized.

ABBOT KINNEY COMPANY,

Per Abbott Kinney, President.

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