

**LEASES
AND
CONTRACTS**

SPORTS ARENA AGREEMENT,
LEASE AND EASEMENT

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2
3 THIS LEASE, which is hereby designated Sports
4 Arena Lease of 1955, executed in quintuplicate, this 3rd
5 day of January, 1958, by and between the SIXTH
6 DISTRICT AGRICULTURAL ASSOCIATION, an institution of the
7 State of California, hereinafter sometimes referred to as
8 "District" or "Lessor", and the LOS ANGELES MEMORIAL
9 COLISEUM COMMISSION, an entity, hereinafter sometimes
10 referred to as "Commission" or "Lessee", organized and
11 existing pursuant to the provisions of Title 1, Division
12 7, Chapter 5 of the California Government Code relating
13 to joint exercise of powers; Subdivision 5 of Section 2
14 of the Charter of the City of Los Angeles, and Division
15 1, Chapter 3, Article 2 of the Agricultural Code of the
16 State of California.

17
18 W I T N E S S E T H :

19 WHEREAS, Lessor is the owner and holder of fee
20 title to that real property, hereinafter sometimes refer-
21 red to as "the premises", situated in the City of Los
22 Angeles, County of Los Angeles, State of California, and
23 more fully described in Exhibit "A", hereto attached and
24 by this reference made a part hereof, and

25 WHEREAS, Lessor desires to lease and let the
26 premises to Lessee and Lessee desires to acquire the
27 leasehold estate hereinafter created, all upon and sub-
28 ject to the terms and conditions hereinafter provided,
29 and

30 WHEREAS, it is the mutual desire of each of the
31

ORIGINAL

3 NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

4 ARTICLE 1

5 TERM OF LEASE

6 Lessor does hereby demise, lease and let the
7 premises unto Lessee for the term of fifty (50) years,
8 commencing the 1st day of January, 1956, for the pur-
9 poses and upon the terms and conditions hereinafter
10 set out.

11 ARTICLE 2

12 PLANS, SPECIFICATIONS AND CONSTRUCTION

13 At the earliest practicable date and in no
14 event later than the date designated in Article 1 of this
15 lease, Lessee shall submit to Lessor general and detailed
16 and scale plans, elevations and drawings, both as to
17 architectural and structural engineering, with complete
18 specifications, all of which have been approved by the
19 said Los Angeles Memorial Coliseum Commission as satis-
20 factory and sufficient to provide for the complete con-
21 struction and the equipment of a structure or structures,
22 together with incidental improvements, all to be upon the
23 leased premises or appurtenant thereto, which will be
24 suitable for an arena or stadium to be used for the pur-
25 poses hereinafter provided. Except as the context may
26 require otherwise, the term "arena or stadium" as used
27 in this lease shall mean said structure or structures,
28 together with said incidental improvements and equipment.

29 At the earliest practicable date and in no
30 event more than one hundred and eighty (180) days
31 after written notice by Lessor to Lessee, Lessee

3 all substantially in accordance with said plans and spe-
4 cifications and all at the cost and expense of Lessee.

5 ARTICLE 3

6 USE OF PREMISES

7 The premises and said arena or stadium shall
8 be used only for competitive sports; athletics; games;
9 pageants; plays, celebrations; patriotic or religious
10 gatherings; public recreation; motion picture production
11 or display; public gatherings; festivals; exhibits;
12 industrial, trade, horticultural or agricultural shows;
13 conventions; and exhibitions and productions of a local,
14 regional, national or international character; and for
15 purposes related or incidental to any or all of the fore-
16 going, primarily to the end that the citizens and public
17 generally may enjoy and receive the greatest benefit pos-
18 sible from the Sports Arena and that the City, the County
19 and the District may more effectively demonstrate and
20 exploit their climatic, geographic, recreational, cul-
21 tural and commercial resources and advantages

22 Lessee may lease, license, rent, use or permit
23 the use of the said arena or stadium or any part thereof
24 for any of the purposes described above.

25 Said City, County and District shall each have
26 the right, upon application to Lessee to use said arena
27 or stadium or any part thereof for any purpose for which
28 it may lawfully use the same, on any date not otherwise
29 reserved, upon such terms and conditions as may be
30 agreed upon with the Lessee.

31 Lessee shall not make any lease, license,

3 period which will extend beyond the expiration of the
4 term of this lease.

5 Lessee may grant concession privileges for the
6 vending and sale of liquids and edibles, programs, cush-
7 ions and similar articles, or for the renting of any of
8 said articles, provided that no such concession shall be
9 made or given to extend over a period of more than three
10 (3) years or beyond the expiration of the term of this
11 lease, and provided, further, that no concession privilege,
12 lease or license shall permit the vending or sale or dis-
13 pensing of spirituous alcoholic liquors upon the said
14 premises.

15 ARTICLE 4

16 EASEMENT

17 Lessor does hereby grant and convey to Lessee
18 as an appurtenance to the premises herein leased, an
19 easement in the nature of an underground passageway for
20 ingress and egress to service the herein proposed sports
21 arena. Said easement shall extend generally in an east-
22 west direction from the basement of said sports arena
23 sloping gradually upward to the surface where it connects
24 with South Coliseum Drive. Said easement shall be limited
25 to fifty (50) feet in width, paved, and for the use of
26 persons, vehicles and animals in connection with servicing
27 said facility. Said easement shall be more particularly
28 defined by reference to the final plans and specifications
29 of the architect and designer of said facility.
30
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3 Lessee shall keep and maintain the leased prem-
4 ises and the arena or stadium and equipment in good
5 order and repair at all times at the cost and expense
6 of Lessee.

7 Lessee shall provide all water, power, heat,
8 light, sewage and utilities at its own expense.

9 Lessee shall pay all taxes, assessments or
10 other charges, if any, lawfully levied or assessed upon
11 or in respect of the premises or any part thereof,
12 improvement thereon, or revenues therefrom.

13 ARTICLE 6

14 INSURANCE

15 Lessee shall carry such insurance and in such
16 amounts as Lessee shall deem necessary or desirable to
17 keep the structures, improvements and equipment of said
18 arena or stadium insured against loss or damage by fire
19 or earthquake and shall pay the premiums therefor.

20 Lessee shall keep and maintain at all times
21 insurance for the benefit and protection of Lessor and
22 Lessee against claims for death or personal injury of
23 persons in or about the leased premises in an amount
24 not less than Five Hundred Thousand Dollars (\$500,000.00)
25 as to the death or injury of one person, and in an
26 aggregate amount for the death of or injury to more
27 than one person of not less than Two Million Dollars
28 (\$2,000,000.00), and shall keep and maintain in effect
29 at all times insurance for the benefit and protection
30 of Lessor and Lessee for the loss or destruction of or
31 damage to property of others upon or in connection

3 ARTICLE 7

4 RENT

5 Lessor hereby reserves and Lessee hereby
6 agrees to pay to Lessor at Los Angeles, California,
7 rent for the leased premises as hereinafter provided.

8 Lessee shall not be required to pay any rent
9 until two (2) years shall have elapsed after issuance
10 of the building permit to commence construction of
11 the arena or stadium provided for by the provisions
12 hereof.

13 After the elapse of two (2) years from the
14 date of issuance of said building permit, Lessee shall
15 pay rent calculated as follows:

16 (a) For the period of ten (10) years com-
17 mencing at the expiration of the second year of
18 this lease, at the rate of Ten Thousand Dollars
19 (\$10,000.00) per year;

20 (b) For the period of ten (10) years com-
21 mencing at the expiration of the twelfth year
22 of this lease, at the rate of Twenty Thousand
23 Dollars (\$20,000.00) per year;

24 (c) For the remaining period of this
25 lease at the rate of Thirty Thousand Dollars
26 (\$30,000.00) per year.

27 The rent hereinabove provided shall be paid
28 annually at or before the end of the lease year for
29 which it is payable.

30 For the purpose of securing the payment of the
31 rent hereinabove provided, Lessee does hereby assign,

3 premises to the extent, and only to the extent, neces-
4 sary to pay to Lessor the rent as and at the time
5 hereinabove provided, with the exception, however,
6 that said receipts and revenues shall be first applied
7 to satisfy payment of the ordinary and direct expenses,
8 other than rent incurred in the operation and main-
9 tenance of the sports arena. Lessee further under-
10 takes and agrees that during the term of the lease, it
11 will not pledge, assign, transfer or set over unto
12 any other entity any right, title or interest in or
13 to said revenues which will or may in any way defeat
14 or impair the right of Lessor to receive or of Lessee
15 to make payment of said rent from such revenues.

16 ARTICLE 8

17 PLEDGE, ASSIGNMENT AND SUBLETTING

18 Lessee shall not assign this lease or any
19 of its rights hereunder or sublet the leased premises
20 or any part thereof without the written consent or
21 approval of Lessor; provided, however, that any lease,
22 license, contract or agreement of Lessee which permits
23 or allows the premises or any part thereof to be used
24 for any of the purposes set out in Article 3 hereof and
25 not in violation or contravention of the restrictions
26 of that Article shall not be deemed such a subletting
27 as to require the consent or approval of Lessor.

28 ARTICLE 9

29 BREACH OR DEFAULT OF LESSEE

30 In the event that Lessee shall fail to per-
31 form or abide by any of the terms or conditions of

3 and not have been cured or corrected after two (2) years'
4 written notice by Lessor to Lessee specifying such breach,
5 Lessor at its option, may terminate this lease, and there-
6 upon Lessee will quit and surrender the leased premises,
7 including the improvements thereon and equipment thereof,
8 to Lessor in good condition and repair, damage by fire,
9 act of God and the elements excepted, and Lessee shall
10 have no right, title or interest in or to any of such
11 property and no claim against the Lessor for the cost or
12 expense thereof. In the event, however, that Lessee does
13 issue revenue bonds for the construction of the herein
14 proposed sports arena or stadium, then Lessor shall not
15 terminate this lease for such breach unless and until all
16 such revenue bonds and the interest thereon shall have been
17 paid or provision for such payment shall have been made,
18 provided, however, that any unpaid rent shall accrue and
19 bear interest at the rate of 6% per annum from the date
20 when the same was payable by the terms hereof, and all
21 accrued rent shall have first priority as part of the
22 ordinary operating expenses for payment out of the revenue
23 from the sports arena or stadium.

24 ARTICLE 10

25 EXTENSION OF TERM

26 At any time during the forty-eighth (48th) year
27 of this lease, Lessee may give written notice to Lessor
28 that Lessee elects to extend the term of this lease for
29 such an additional period as may be lawful, if any, pro-
30 vided that the total period of such extension shall not
31 exceed forty-nine (49) years. Lessor shall grant such

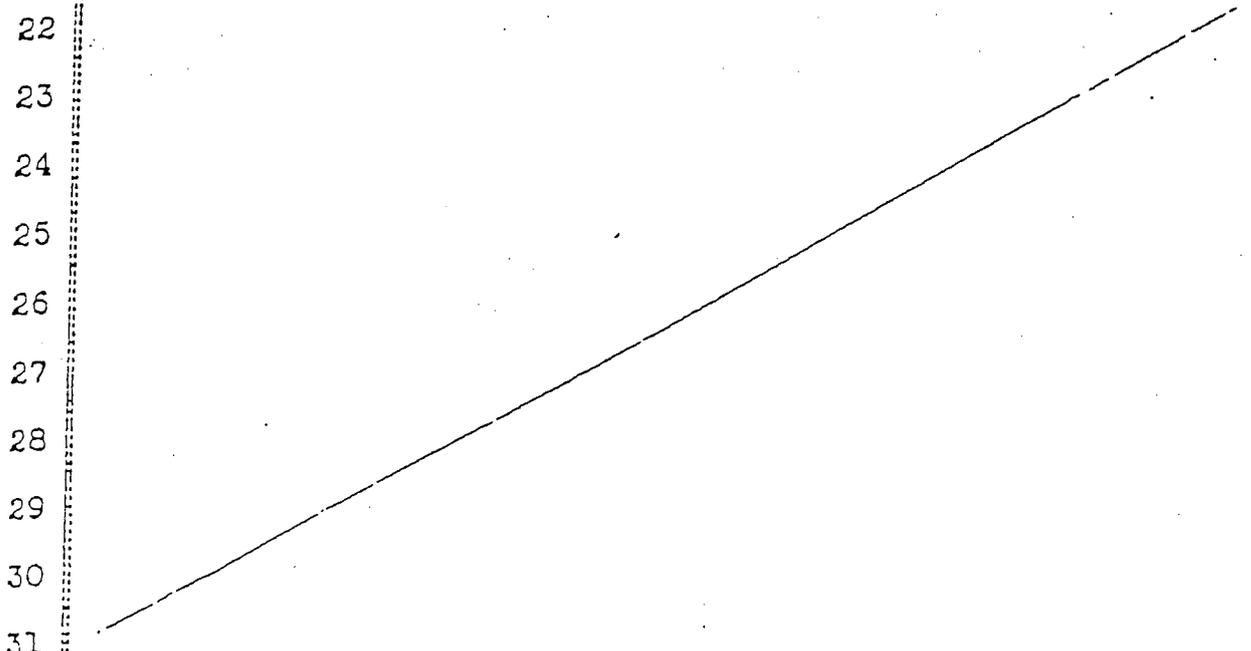
3 the said extended term which is less than the rental pro-
4 vided for herein to be paid during the last year of the
5 original term of this lease.

6 ARTICLE 11

7 SURRENDER UPON EXPIRATION

8 Upon the expiration of the term of this lease,
9 unless it shall be renewed or extended as hereinafter pro-
10 vided, Lessee will quit and surrender to Lessor the pos-
11 session of the leased premises, including the improvements
12 thereon and the equipment thereof, to Lessor in good con-
13 dition and repair, damage by fire, act of God and the
14 elements excepted, and Lessee shall have no right, title
15 or interest in or to any of such property and no claim
16 against the Lessor for the cost or expense thereof.

17 The Commission covenants that it will authorize
18 the execution and delivery of such instruments and take
19 such further action as may be reasonable and as may be
20 required to perfect title to said premises and improve-
21 ments in the Lessor upon the termination of this lease.



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proper officers thereunto duly authorized, and their official seals to be hereto affixed, as of the day and year first above written.

ATTEST:

SIXTH DISTRICT AGRICULTURAL ASSOCIATION

By Joseph J. Mucic
Secretary, Sixth District
Agricultural Association

By Edward Edwards
President

ATTEST:

LOS ANGELES MEMORIAL COLISEUM COMMISSION

By W. A. Puckler
Secretary, Los Angeles
Memorial Coliseum
Commission

By John H. Campbell
President

APPROVED:

DEPARTMENT OF FINANCE OF THE STATE OF CALIFORNIA

By John M. Service
Director of Finance

APPROVED AS TO FORM
By Walter R. Kuntz
Assistant Attorney General

by ordinance
The within instrument approved by the Council of the City of Los Angeles at its meeting of

Approved as to Form and Legality

DEC 30 1955 19

ROGER ARNOLD BEIGH

City Attorney

By Alfred Kaiser
Deputy

NOVEMBER 21 1955

WALTER C. PETERSON, City Clerk

By W. C. Morris
Deputy

NOV 11 1955

50 HENZ LAKE

ORIGINAL

COLISEUM LEASE

1956 - 2000

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THIS LEASE, which is hereby designated Coliseum Lease of 1955, executed in quintuplicate, this 3rd day of January, 1956, by and between the SIXTH DISTRICT AGRICULTURAL ASSOCIATION, an institution of the State of California, hereinafter sometimes referred to as "District" or "Lessor", and the LOS ANGELES MEMORIAL COLISEUM COMMISSION, an entity, hereinafter sometimes referred to as "Commission" or "Lessee", organized and existing pursuant to the provisions of Title 1, Division 7, Chapter 5 of the California Government Code, relating to joint exercise of powers, subdivision 5 of Section 2 of the Charter of the City of Los Angeles, and Division 1, Chapter 3, Article 2 of the Agricultural Code of the State of California.

W I T N E S S E T H :

WHEREAS, Lessor is the owner and holder of fee title to that real property, hereinafter sometimes referred to as "the premises", situated in the City of Los Angeles, County of Los Angeles, State of California, and more fully described in Exhibit "A", hereto attached and by this reference made a part hereof, and

WHEREAS, Lessor desires to lease and let the premises to Lessee and Lessee desires to acquire the leasehold estate hereinafter created, all upon, and subject to the terms and conditions hereinafter pro-

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ARTICLE 1

TERM OF LEASE

Lessor does hereby demise, lease and let the premises to Lessee, together with all improvements thereon, including the stadium or Coliseum and incidental and accessory buildings, structures and appurtenances, unto Lessee for the term of fifty (50) years, commencing the 1st day of January, 1956, for the purposes and upon the terms and conditions hereinafter set out.

ARTICLE 2

USE OF PREMISES

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The premises and said improvements shall be used only for competitive sports; athletics; games; pageants; plays; celebrations; patriotic or religious gatherings; public recreations; motion picture production or display; public gatherings; festivals; exhibits; industrial, trade, horticultural or agricultural shows; conventions; and exhibitions and productions of a local, regional, national or international character; and for purposes related or incidental to any or all of the foregoing, primarily to the end that the citizens and public generally may enjoy and receive the greatest benefit possible from said Coliseum or stadium and that the City, the County and the District may more effectively demonstrate and exploit their climatic, geographic, recreational, cultural and commercial resources and advantages.

Lessee may lease, license, rent, use or permit the use of the said Coliseum or stadium, or any part thereof, for any of the purposes described above.

2 the right upon the application to Lessee to use said
3 Coliseum or stadium, or any part thereof, for any purpose
4 for which it may lawfully use the same on any date not
5 otherwise reserved, upon such terms and conditions as may
6 be agreed upon with the Lessee.

7 Lessee shall not make any lease, license, con-
8 tract or agreement to rent or use or permit the use of
9 said Coliseum or stadium to any person or entity for any
10 period which will extend beyond the expiration of the
11 term of this lease.

12 Lessee may grant concession privileges for the
13 vending and sale of liquids and edibles, programs, cush-
14 ions and similar articles, or for the renting of any said
15 articles, provided that no such concession shall be made
16 or given to extend over a period of more than three (3)
17 years or beyond the expiration of the term of this lease,
18 and provided further, that no concession privilege, lease
19 or license shall permit the vending or sale or dispensing
20 of malt, vinous or spirituous alcoholic liquors upon the
21 said premises.

22 ARTICLE 3

23 MAINTENANCES OF PREMISES

24 Lessee shall keep and maintain the leased
25 premises and the Coliseum or stadium and equipment in
26 good order and repair at all times at the cost and
27 expense of Lessee.

28 Lessee shall provide all water, power, heat,
29 light, sewage and utilities at its own expense.

30 Lessee shall pay all taxes, assessments or
31 other charges, if any, lawfully levied or assessed upon

2 or in respect of the premises or any part thereof,
improvements thereon, or revenues therefrom.

3 ARTICLE 4

4 INSURANCE

5 Lessee shall carry such insurance and in such
6 amounts as Lessee shall deem necessary or desirable to
7 keep the structures, improvements and equipment of said
8 Coliseum insured against loss or damage by fire or earth-
9 quake and shall pay the premiums therefor.

10 Lessee shall keep and maintain at all times
11 insurance for the benefit and protection of Lessor and
12 Lessee against claims for death or personal injury of
13 persons injured in or about the leased premises in an
14 amount not less than Five Hundred Thousand Dollars
15 (\$500,000.00) as to the death or injury of one person,
16 and in an aggregate amount for the death of or injury to
17 more than one person of not less than Two Million Dollars
18 (\$2,000,000.00).

19 Lessee shall carry such insurance and in such
20 amounts as Lessee shall deem necessary or desirable for
21 the benefit and protection of Lessor and Lessee for the
22 loss or destruction of or damage to property of others
23 upon or in connection with the leased premises.

24 ARTICLE 5

25 RENT

26 Lessor hereby reserves and Lessee hereby agrees
27 to pay to Lessor at Los Angeles, California, rent for
28 the leased premises as hereinafter provided.

29 Lessee shall pay rent to Lessor at the rate
30 of Fifty Thousand Dollars (\$50,000.00) per year.

31 The rent hereinabove provided shall be paid

2 ~~annually~~
which it is payable.

3 For the purpose of securing the payment of the
4 rent hereinabove provided, Lessee does hereby assign,
5 transfer and set over to Lessor all of the receipts and
6 revenues of the said Coliseum or stadium and leased
7 premises to the extent, and only to the extent, neces-
8 sary to pay to Lessor the rent as and at the time here-
9 inabove provided, with the exception, however, that said
10 receipts and revenues shall be first applied to satisfy
11 payment of the ordinary and direct expenses, other than
12 rent, incurred in the operation and maintenance of the
13 Coliseum or stadium. Lessee further undertakes and agrees
14 that during the term of the lease, it will not pledge,
15 assign, transfer or set over unto any other entity any
16 right, title or interest in or to said revenues which
17 will or in any way defeat or impair the right of Lessor
18 to receive or of Lessee to make payment of said rent from
19 such revenues.

20 ARTICLE 6

21 PLEDGE, ASSIGNMENT AND SUBLETTING

22 Lessee shall not assign this lease or any of
23 its rights hereunder or sublet the leased premises or
24 any part thereof without written consent or approval of
25 Lessor; provided, however, that any lease, license, con-
26 tract or agreement of Lessee which permits or allows the
27 premises or any part thereof to be used for any of the
28 purposes set out in Article 2 hereof and not in viola-
29 tion or contravention of the restrictions of that Article,
30 shall not be deemed such a subletting as to require the
31 consent or approval of Lessor.

2 vided, Lessee will quit and surrender to Lessor the pos-
3 session of the leased premises, including the improvements
4 thereon and the equipment thereof, in good condition and
5 repair, damage by fire, act of God and the elements ex-
6 cepted, and Lessee shall have no right, title or interest
7 in or to any of such property and no claim against the
8 Lessor for the cost or expense thereof.

9 The Commission covenants that it will authorize
10 the execution and delivery of such instruments and take
11 such further action as may be reasonable and as may be
12 required to perfect title to said premises and improvements
13 in the Lessor upon the termination of this lease.

14 IN WITNESS WHEREOF, said parties have caused
15 these presents to be executed and attested by their proper
16 officers thereunto duly authorized, and their official
17 seals to be hereto affixed, as of the day and year first
18 above written.

19 ATTEST:

20 By W. H. Nicholas
21 Secretary, Los Angeles
22 Memorial Coliseum
Commission

LOS ANGELES MEMORIAL
COLISEUM COMMISSION
By John W. Campbell
President

23 ATTEST:

24 By Joseph J. Brucicche
25 Secretary, Sixth District
26 Agricultural Association

SIXTH DISTRICT AGRICULTURAL
ASSOCIATION
By Howard Eckertson
President

26 APPROVED:

27 DEPARTMENT OF FINANCE OF
28 THE STATE OF CALIFORNIA
29 By John M. Finca
30 Director of Finance

By ordinance
The within instrument approved by
the Council of the City of Los Angeles
at its meeting of

NOVEMBER 21 1955

WALTER C. PETERSON, City Clerk

31 APPROVED AS TO FORM
W. H. Nicholas

By W. H. Morris
Deputy

Approved as to Form and Legality
DEC 30 1955
ROGER ARNBERG
City Attorney
By Robert Stagers
Deputy