

NOV 1 1955

B/S # 222-D
City # 23694

COLISEUM LEASE

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3 THIS LEASE, which is hereby designated Coliseum
4 Lease of 1955, executed in quintuplicate, this 3rd day
5 of January, 1956, by and between the SIXTH
6 DISTRICT AGRICULTURAL ASSOCIATION, an institution of the
7 State of California, hereinafter sometimes referred to
8 as "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
20 WHEREAS, Lessor is the owner and holder of fee
21 title to that real property, hereinafter sometimes referred
22 to as "the premises", situated in the City of Los
23 Angeles, County of Los Angeles, State of California,
24 and more fully described in Exhibit "A", hereto attached
25 and by this reference made a part hereof, and

26 WHEREAS, Lessor desires to lease and let the
27 premises to Lessee and Lessee desires to acquire the
28 leasehold estate hereinafter created, all upon, and
29 subject to the terms and conditions hereinafter pro-
30 vided;

1 NOW, THEREFORE, IT IS AGREED AS FOLLOWS:
2

3 ARTICLE 1

4 TERM OF LEASE

5 Lessor does hereby demise, lease and let the
6 premises to Lessee, together with all improvements thereon,
7 including the stadium or Coliseum and incidental and
8 accessory buildings, structures and appurtenances, unto
9 Lessee for the term of fifty (50) years, commencing the
10 1st day of January, 1956, for the purposes and upon the
11 terms and conditions hereinafter set out.

12 ARTICLE 2

13 USE OF PREMISES

14 The premises and said improvements shall be
15 used only for competitive sports; athletics; games;
16 pageants; plays; celebrations; patriotic or religious
17 gatherings; public recreations; motion picture production
18 or display; public gatherings; festivals; exhibits;
19 industrial, trade, horticultural or agricultural shows;
20 conventions; and exhibitions and productions of a local,
21 regional, national or international character; and for
22 purposes related or incidental to any or all of the fore-
23 going, primarily to the end that the citizens and public
24 generally may enjoy and receive the greatest benefit
25 possible from said Coliseum or stadium and that the City,
26 the County and the District may more effectively demon-
27 strate and exploit their climatic, geographic, recrea-
28 tional, cultural and commercial resources and advantages.

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

COPY
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1 Said City, County and District shall each have
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

1 or in respect of the premises, or any part thereof,
2 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

1 annually at or before the end of the lease year for
2 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.

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ARTICLE 7

BREACH OR DEFAULT OF LESSEE

In the event that Lessee shall fail to perform or abide by any of the terms or conditions of this lease, such failure shall constitute a breach of this lease, and in the event that such breach shall continue and not have been cured or corrected after two (2) years' written notice by Lessor to Lessee specifying such breach, Lessor, at its option, may terminate this lease, and thereupon Lessee will quit and surrender the leased premises, including the improvements thereon and equipment thereof, to Lessor in good condition and repair, damage by fire, act of God and the elements excepted, and Lessee shall have no right, title or interest in or to any of such property and no claim against the Lessor for the cost or expense thereof.

ARTICLE 8

EXTENSION OF TERM

At any time during the forty-eighth (48th) year of this lease, Lessee may give written notice to Lessor that Lessee elects to extend the term of this lease for such an additional period as may be lawful, if any, provided that the total period of such extension shall not exceed forty-nine (49) years. Lessor shall grant such extension upon the same terms and conditions provided in this lease except as to the rent to be paid by Lessee. In the event of such extension the rent to be paid for and during such extension shall be the amount or at the rate agreed upon by Lessor and Lessee, and in the event that Lessor and Lessee shall be unable or fail to agree upon the amount or rate thereof, then the rent for the term of such extension shall be fixed at such amount or

1 amounts and at the rate which shall be determined in
2 accordance with the following procedure:

3 The assessed valuation of all the land within
4 the County of Los Angeles, as of January 1, 1956, shall
5 be determined by reference to the published report of the
6 County Assessor in effect on that date. The assessed val-
7 uation of all the land within the County of Los Angeles
8 as of the forty-seventh (47th) year of this lease shall
9 be determined by reference to the then officially pub-
10 lished figure. Account shall be taken of any change in
11 the method used in arriving at these two figures on
12 their respective dates. From these two figures the per-
13 centage of increase or decrease in said assessed valua-
14 tion during the intervening period shall be determined.
15 The annual rental for the term of such extension shall be
16 determined by applying said percentage increase or de-
17 crease in assessed valuation to the annual amount of rent
18 payable to Lessor at the expiration of the original fifty
19 (50) year term of the herein lease. The formula to be
20 thus applied will be as follows:

21 Annual rental rate at Assessed value
22 expiration of original term = in year 1956
23 Annual rental rate Assessed value
during extended term in year 2003

24 It is expressly agreed, however, that Lessor shall not be
25 obligated by such determination to accept a rental during
26 the said extended term which is less than the rental pro-
27 vided for herein to be paid during the last year of the
28 original term of this lease.

29 ARTICLE 9

30 SURRENDER UPON EXPIRATION

31 Upon the expiration of the term of this lease,

1 unless it shall be renewed or extended as hereinafter pro-
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: (SEAL)
20 By W.H.Nicholas (sgd)
21 Secretary, Los Angeles
22 Memorial Coliseum
Commission

Approved as to Form and
Legality
DEC 30 1955
ROGER ARNEBERG, City
By Alfred C. Rose
(sgd)
Deputy
LOS ANGELES MEMORIAL
COLISEUM COMMISSION
By John B. T. Campbell (sgd)
President

23 ATTEST:
24 By Joseph J. Micciche (sgd)
25 Secretary, Sixth District
Agricultural Association

SIXTH DISTRICT AGRICULTURAL
ASSOCIATION
By J.Howard Edgerton (sgd)
President

26 APPROVED:
27 DEPARTMENT OF FINANCE OF
28 THE STATE OF CALIFORNIA
29 By John M.Peirce (sgd)
30 Director of Finance

The within instrument approved by
ordinance by the Council of the City
of Los Angeles at its meeting of
NOVEMBER 21 1955.
WALTER C. PETERSON, City Clerk
By A.M. Morris (sgd)
Deputy

31 APPROVED AS TO FORM
By Walter S. Rountree (sgd)
Assistant Attorney General

EXHIBIT A

LEGAL DESCRIPTION OF THE COLISEUM SITE

That portion of Southern District Agricultural Park and Adjoining Lots in the City of Los Angeles, County of Los Angeles, State of California, as shown on map recorded in Book 4, Page 352 of Miscellaneous Records in the office of the County Recorder of said County, described as follows:

Beginning at a point in the westerly line of Figueroa Street, 100 feet wide, distant along said westerly line North $0^{\circ} 07' 55''$ West 701.36 feet from the northerly line of Tract No. 4719 as shown on map recorded in Book 52, Page 48 of Maps in said office; thence South $89^{\circ} 53' 05''$ West 726.14 feet; thence South $56^{\circ} 11' 25''$ West 113.08 feet to the northwesterly edge of the northwesterly curb of the paved roadway known as South Coliseum Drive, being the TRUE POINT OF BEGINNING; thence North $0^{\circ} 05' 05''$ West 375 feet to the southwesterly edge of the southwesterly curb of the paved roadway known as North Coliseum Drive; thence northwesterly along said southwesterly edge of curb and westerly along the southerly edge of said curb to a point in said southerly edge distant North $89^{\circ} 59' 00''$ East 177.26 feet from the center line of Menlo Avenue, 60 feet wide; thence South $0^{\circ} 01' 00''$ East 19.64 feet; thence South $32^{\circ} 09' 00''$ East 72.88 feet; thence South $7^{\circ} 31' 30''$ East 57.73 feet; thence South $17^{\circ} 12' 00''$ West 55.76 feet; thence South $36^{\circ} 09' 20''$ West 97.50 feet; thence South $32^{\circ} 55' 20''$ West 59.85 feet; thence South $17^{\circ} 45' 55''$ West 89.51 feet; thence South $3^{\circ} 50' 10''$ West 76.97 feet; thence South $3^{\circ} 07' 00''$ East 54.99 feet; thence South $9^{\circ} 37' 50''$ East 25.82 feet to a line at right angles to said center line of Menlo Avenue drawn from a point distant along said center line North $0^{\circ} 02' 00''$ East 140.85 feet from the center line of Leighton Avenue as shown in Field Book 2505, Page 47 of the City Engineer of the City of Los Angeles; thence at right angles to said center line of Menlo Avenue North $89^{\circ} 50' 00''$ West 62.26 feet to the easterly line of said Menlo Avenue; thence along said Menlo Avenue South $0^{\circ} 02' 00''$ West 467.41 feet; thence North $60^{\circ} 52' 45''$ East 116.22 feet; thence North $65^{\circ} 10' 55''$ East 35.21 feet; thence North $73^{\circ} 25' 40''$ East 43.02 feet; thence North $83^{\circ} 32' 50''$ East 60.59 feet; thence North $88^{\circ} 42' 30''$ East 55.47 feet; thence South $86^{\circ} 36' 15''$ East 37.49 feet; thence South $84^{\circ} 17' 40''$ East 52.11 feet; thence South $77^{\circ} 20' 30''$ East 37.46 feet; thence South $20^{\circ} 52' 30''$ East 60.08 feet; thence South $67^{\circ} 41' 35''$ East 85.52 feet; thence South $89^{\circ} 50' 20''$ East 367.12 feet to the northwesterly edge of the northwesterly curb of said South Coliseum Drive; thence along said edge of curb northeasterly to the true point of beginning.