

A G R E E M E N T

THIS AGREEMENT, made and entered into this 3rd
day of June, 1959, by and between THE CITY OF LOS
ANGELES, a municipal corporation (hereinafter called City),
and the LOS ANGELES DODGERS, INC. (formerly known as the
BROOKLYN NATIONAL LEAGUE BASEBALL CLUB, INC.), a New York
corporation (hereinafter called the Ball Club),

W I T N E S S E T H :

WHEREAS, City is the owner of certain property in
an area generally known as Chavez Ravine, and is in the
process of acquiring additional property in said area; and

WHEREAS, such property is no longer required for
the use of the City; and

WHEREAS, the bringing of major league baseball to
Los Angeles would result in direct and indirect benefits to
the City, and would be highly beneficial to the City, to
the public, and to its inhabitants to have such property
the site of a major league baseball stadium; and

WHEREAS, the placing of such property on the tax
rolls would produce substantial additional property tax
revenues to the City; and

WHEREAS, the City would receive substantial tax
revenues from sources, other than the Ball Club, incident
to major league baseball in Los Angeles; and

WHEREAS, the Ball Club is willing to acquire such
property, and would, at its cost and expense, construct a
major league baseball stadium for the purpose of providing

facilities for the major league baseball club known as the LOS ANGELES DODGERS (formerly known as the BROOKLYN DODGERS); and

WHEREAS, such Club has a long-standing policy of admitting juveniles to various games free of charge as a method of combating juvenile delinquency and stimulating interest in healthful recreational activities; and

WHEREAS, as part of this policy said Ball Club will construct recreational facilities costing not to exceed a half million dollars on a 40-acre portion of the property to be conveyed by the City, as herein provided, in Chavez Ravine, such recreational facilities to be mutually agreed upon by the parties hereto before such property is conveyed to said Ball Club, such recreational facilities to be constructed simultaneously with the construction of said stadium; and as a further part of said policy Ball Club will maintain such recreational facilities for a period of 20 years, at an annual cost of \$60,000, but shall be under no obligation to furnish personnel for the operation thereof; provided, that in the event such maintenance cost in any one year does not amount to \$60,000, then as a further part of said Ball Club policy the difference between such maintenance cost and \$60,000 shall be paid to City so that it may be used by City for the providing of or maintaining recreational facilities elsewhere in said city.

In this connection, it is understood that such recreational facilities shall be under the control of City, but City shall not permit the scheduling of any event at any of the recreational facilities on said 40 acres which would involve the concentration of a large number of participants or spectators during any time when Ball Club has scheduled

an event at said baseball stadium, and that during any event at said baseball stadium Ball Club shall have the right to use any facilities suitable for parking as may be provided within said 40 acres; and

WHEREAS, such additional recreational facilities are sorely needed by the City and will fill a definite public need and will be of great value to the City; and

WHEREAS, the City is also in need of a suitable place for the holding of various events, including but not limited to amateur baseball games and similar activities; and

WHEREAS, Ball Club is able to have the baseball stadium and grounds known as Wrigley Field conveyed to City; and

WHEREAS, said Wrigley Field would be suitable for such purposes and would be of great value to the City and its inhabitants; and

WHEREAS, Ball Club is willing to cause Wrigley Field to be conveyed to the City for said property now owned and to be acquired as aforesaid by the City in Chavez Ravine; and

WHEREAS, the bringing of said Major League Baseball Club to Los Angeles would result in a large additional payroll in this area; and

WHEREAS, all of the foregoing is useful and convenient in connection with the exercise of the City's rights and powers and is in the public interest,

NOW, THEREFORE, IT IS UNDERSTOOD AND AGREED AS FOLLOWS, TO WIT:

1. City will convey the property presently owned by it in Chavez Ravine consisting of 185 acres, more or less, and will use its best efforts to acquire, at a reasonable cost, and convey additional land, to make a total of 300 acres, more or less, all as shown in Exhibit A, to Ball Club, or nominee; provided, however:

(a) City shall reserve all mineral rights which it now owns or may hereafter acquire, and a suitable drill site for the production of oil from said property, the location of such site to be mutually agreed upon by the parties hereto, which location shall not interfere with Ball Club's operations, and not exceed 5 acres in size.

(b) One-half of all monies, payments, royalties, or other consideration received by City from said mineral rights, or any of them, in whole or in part, shall be placed in a special trust fund by City, and such funds shall be expended solely for the purpose of providing and maintaining recreational facilities to promote the youth program of Ball Club, the location and type of such recreational facilities to be mutually agreed upon by the parties hereto, with approval by the City Council by ordinance.

(c) That title to said 40 acres thereof, the location of such 40 acres to be designated by Ball Club, shall be retained by the City for a period of 20 years to assure performance by Ball Club of its policy of providing and maintaining recreational facilities. In the event such policy, and all of the terms of this agreement pertaining to the recreational facilities on said 40 acres, shall have been fully and faithfully performed for a period of 20 years, title of such 40 acres shall be conveyed to the Ball Club, or nominee, forthwith, without further consideration.

It is understood and agreed that any violation of the terms of the agreement with reference to the recreational facilities shall not invalidate or affect any transfers of land which may theretofore have been made pursuant to this agreement.

(d) All property herein agreed to be conveyed by City, including said 40 acres, will be conveyed free and clear of any deed restriction on use, and title policy shall be furnished to Ball Club. In this connection, it is expressly understood and agreed that the portion of property described in paragraph 1 now owned by the City and which was acquired by City from the Los Angeles Housing Authority has a deed restriction reading, in part, as follows:

"To be used for public purpose only; and not to be used directly or indirectly by the City of Los Angeles, or its grantees, successors in interest, assigns, or any other person or persons whatsoever claiming by, through or under the City of Los Angeles, for a period of 20 years from and after the date hereof, for residential development or residential subdivision."

City agrees to use its best efforts to have such deed restrictions eliminated or modified so as to permit the use contemplated by Ball Club; provided that in the event City is unable to have such restriction so eliminated or modified, this contract shall be of no further force or effect.

2. Upon conveyance of such property to Ball Club, the existing public streets therein which would no longer be needed for present or future street purposes will be vacated and the City shall, upon demand of Ball Club, commence proceedings to vacate said streets and deliver any title which may remain in the City without further consideration.

3. Prior to passage of title to any of the acreage described in paragraph 1, City shall spend up to but not to exceed \$2,000,000 to place such property in a proper condition to convey to Ball Club or its nominee, the manner in which such money will be spent for such purpose to be designated by Ball Club.

4. City agrees to provide such public streets as may be needed within the periphery of the area to be acquired by Ball Club; provided, however, that the cost thereof, other than the cost of acquiring necessary land, shall be considered a part of the \$2,000,000 which the City is to spend to prepare the site for sale.

5. Ball Club shall cause to be conveyed to City the land and improvements now known as Wrigley Field, including all mineral rights; provided, however, that one-half of all monies, payments, royalties, or other consideration received by City from said mineral rights, or any of them, in whole or in part, shall be placed in a special trust fund by City and such funds shall be expended solely for the purpose of providing and maintaining recreational facilities to promote the youth program of Ball Club, the location and type of such recreational facilities to be mutually agreed upon by the parties hereto, with approval by the City Council by ordinance; further provided, that Ball Club reserves the right to the use of said Wrigley Field until the stadium referred to in paragraph 6 shall be completed and ready for use, conditioned upon payment to City of a rental to be mutually agreed upon.

6. Ball Club shall cause to be constructed on property conveyed by City, at Ball Club's cost and expense, a modern baseball stadium, seating not less than 50,000 people.

7. Ball Club will cause to be moved to the City of Los Angeles the present Brooklyn National League Baseball franchise and ball team known as the "DODGERS".

The City of Los Angeles agrees that it will initiate proceedings for the purpose of rezoning said property to "C-3" and for the granting of a conditional use permitting its use for a baseball stadium as herein provided.

It is recognized that the method or means of carrying out the terms and conditions of this contract in detail have not been provided herein in every instance but that the parties hereto will use their best efforts in arriving at mutually acceptable methods of procedure and modes of operation as to such details. Any such action on the part of the City shall be submitted to the City Council for approval.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that this agreement is made in reliance upon the action taken by the Board of Supervisors of the County of Los Angeles in Resolution of said Board of Supervisors adopted and entered in the minutes of said Board on Tuesday, September 17, 1957, a copy of which said resolution is attached hereto, marked Exhibit "B", and made a part hereof, providing for the furnishing of funds to construct necessary access roads, including cost of acquiring any required rights of way, and the City agrees that upon the County's making such funds available to City it will diligently proceed with the construction of such access roads. City agrees that it will make demand as required upon the County of Los Angeles to furnish the funds heretofore or hereafter voted and/or appropriated for said access roads.

IN WITNESS WHEREOF, The City of Los Angeles has caused this instrument to be executed in its behalf by its duly author-

ized officers, and the Ball Club has executed the same by its
duly authorized officers and has caused its corporate seal to
be hereunto affixed, all on the day and year first herein-
above written.

THE CITY OF LOS ANGELES

By *[Signature]*
Acting Mayor

(SEAL)

ATTEST:

WALTER C. PETERSON, City Clerk
By *[Signature]*
Henry P. Rube, Chief Deputy

City Clerk

LOS ANGELES DODGERS, INC. (formerly
known as the BROOKLYN NATIONAL
LEAGUE BASEBALL CLUB, INC.)

By *[Signature]*
President

(SEAL)

By *[Signature]*
Secretary

Approved as to Form
6-3-1959
ROGER ARNEBERG
CITY CLERK

[Signature]

C778067

EXHIBIT "B"

Gordon T. Nesvig, Chief Clerk of the Board.
COUNTY OF LOS ANGELES BOARD OF SUPERVISORS,
501 HALL OF RECORDS, LOS ANGELES 12.

Members of the Board: John Anson Ford, Chairman;
Herbert C. Legg, Kenneth Hahn, Burton W. Chace and Warren
M. Dorn.

RESOLUTION

Introduced by Supervisors

Tuesday, September 17, 1957

The Board met in regular session. Present:
Supervisors John Anson Ford, Chairman presiding, Herbert
C. Legg, Kenneth Hahn, Burton W. Chace and Warren M. Dorn;
and Harold J. Ostly, Clerk, by Gordon T. Nesvig, Deputy Clerk.

* * * * *

IN RE MAJOR LEAGUE BASEBALL IN COUNTY OF LOS
ANGELES: RESOLUTION DETERMINING THAT COUNTY OF LOS ANGELES
WILL MAKE AVAILABLE \$2,740,000.00 TO CITY OF LOS ANGELES FOR
PUBLIC APPROACH ROAD IMPROVEMENTS TO THE CHAVEZ RAVINE AREA
AND INSTRUCTING CHIEF ADMINISTRATIVE OFFICER AND ROAD COMMIS-
SIONER RELATING TO FUNDS REQUIRED.

On motion of Supervisor Hahn, duly carried by the
following vote, to wit: Ayes: Supervisors Legg, Hahn, Chace,
Dorn and Ford; Noes, none, it is ordered that the following
resolution be and the same is hereby adopted:

WHEREAS, the Board of Supervisors of the County of
Los Angeles believes that Major League Baseball would be a
recreational and economic asset to this community; and

WHEREAS, both the City and the County have entered
into negotiations with the Brooklyn Dodgers, looking toward

the transfer of that Club's franchise from New York to Los Angeles; and

WHEREAS, these negotiations contemplate that a site in the Chavez Ravine area will be made available for the construction by the Brooklyn Ball Club of a modern baseball stadium - with parking facilities for 25,000 cars; and

WHEREAS, the Brooklyn Ball Club is also proposing to develop on the site a regional sports center covering approximately 40 acres, these recreational facilities to be available for free public use; and

WHEREAS, if this total development is accomplished, there will be a major increase in vehicular traffic in the Chavez Ravine area because of the public use of the proposed facilities; and

WHEREAS, traffic engineering studies show that present access streets to the Chavez Ravine site are entirely inadequate to accommodate the public use thereof, as contemplated;

NOW, THEREFORE, BE IT RESOLVED that the County of Los Angeles determines that if the proposed improvements are located in the Chavez Ravine area as contemplated the public necessity and convenience will require approach road improvements to the area, and that such improvements will be of general county interest; and

BE IT FURTHER RESOLVED that if a site in the Chavez Ravine area is made available by the City of Los Angeles for these purposes - and concrete evidence of its contemplated or actual improvement in the manner and for the purposes referred to herein is presented to the County, the County of Los Angeles will make available in the manner provided by law a sum of money not to exceed \$2,740,000.00 or as much thereof as is needed, to the City of Los Angeles payable on demand by the City, for public approach road improvements to the Chavez Ravine area;

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and

BE IT FURTHER RESOLVED that the Board of Supervisors hereby instruct the Chief Administrative Officer and the Road Commissioner to include within the Road Department 1958-59 budget (Motor Vehicle Fund) for the purposes recited herein an appropriation in an amount estimated to be required for expenditure in 1958-59, and in subsequent years as required, appropriations representing the balance required out of the total commitment of \$2,740,000.00, provided that such balance be further reduced by any funds which may be advanced during the current fiscal year by action of the Board of Supervisors.

I hereby certify that the foregoing is a full, true and correct copy of a resolution which was adopted by the Board of Supervisors of the County of Los Angeles, State of California, on September 17, 1957, and entered in the minutes of said Board.

HAROLD J. OSTLY, County Clerk of the County of Los Angeles, State of California, and ex officio Clerk of the Board of Supervisors of said County.

By /s/ VIRGINIA MULLENDORE
Deputy Clerk

(SEAL)

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