

## LETTER OF UNDERSTANDING

Lynn Johnson  
Director  
Administration & Community Services  
Lincoln Parks & Recreation Department  
2740 A Street  
Lincoln, NE 68502

RE: Woods Park Baseball Field Project

Dear Mr. Johnson:

This Letter of Understanding sets out the mutual agreements and undertakings between Nebraska Wesleyan University (the "University") and the City of Lincoln Department of Parks & Recreation (the "City") regarding the improvement and use of the baseball field at the City's Woods Park facility. The parties agree that they intend to enter into a lease agreement whereby use of the field and appropriate facilities is granted to the University in consideration of the funding provided to the Project.

The parties recognize that Phase II improvements constitute a substantial revision to the Woods Park master plan. Revisions to the master plan will involve public review, and approval by the Parks and Recreation Advisory Board. The parties agree to share responsibilities for preparation for and participation in public meetings regarding amendments to the Woods Park master plan. It is further understood that implementation of Phase II improvements is contingent upon approval of these amendments.

1. Improvements. The parties have agreed to make the physical improvements to the existing baseball field that are listed on Exhibits A (Phase I) and B (Phase II) which is attached to and made a part of this Letter of Understanding. Generally, these physical improvements include re-grading, reshaping, laying sod, and laying a warning track and agrilime in the infield and outfield. In addition, new irrigation, fencing, backstop, windscreen, safety cover, and dugouts will be installed. Further, bullpens and a sidewalk will be constructed and storage and bleacher facilities will be provided. Additional details regarding each of the agreed improvements are included in Exhibits A and B, as well as the responsibility of each party with respect to each improvement. In the aggregate, the improvements are called the "Project."

2. Cost of Project. The parties acknowledge and agree that Exhibit A contains their best estimate as to the cost of the Project: \$58,200. The University agrees to be responsible for those costs listed on Exhibit A under its name totaling \$29,300 and the City agrees to be responsible for those costs listed on Exhibit A under its name, totaling \$22,900; provided, however, each party

agrees that its total cost may in the aggregate exceed the amount on Exhibit A by as much as ten percent (10%) without requiring such party's express consent to the excess. Any increase in a party's aggregate cost under this Agreement for Phase I in excess of ten percent (10%) shall require such party's express consent prior to its being bound to pay for such increase.

3. Phase I Timing. Work on the Phase I improvements shall begin no later than July 1, 2002, and shall be completed no later than March 1, 2003.

4. Maintenance. The City understands and agrees that it will be responsible for maintaining the improved field and facilities to the standards of the NCAA Division III baseball field so that the University's teams can use it for such purposes. The applicable standards are attached to and made a part of this Letter of Understanding as Exhibit B.

5. Inducement. To induce the University to contribute to the cost of improving a City facility, the City agrees that:

1. The new facility will meet all NCAA Division III applicable standards.
2. The City will extend exclusive use of the baseball field to NWU for all its practices and games. A schedule of the practices and games shall be provided annually by NWU to the City as soon as it is available.
3. The University will have the right to rename the field; provided however that the Lincoln Kiwanis Club shall be recognized in some reasonable format; and provided further that the City shall be responsible for the facility's signage, including the signs containing the signs which display the name of the facility.
4. A plaque recognizing the contribution of Osborne Nickerson to the original University playing field will be installed on the backstop with the exact wording to be provided by the University.
5. The entire outfield fence area shall be made available to the University to recognize its donors and sponsors, provided that two panels shall be reserved for recognition of community non-profit organizations including specifically the Lincoln Kiwanis Club.

6. Termination. The parties understand and agree that for each of them to go forward with the Project, rather than pursuing alternatives, it is necessary that there be a commitment to maintain the relationship for some period of time. Therefore, neither party shall be permitted to terminate the arrangement with respect to the University's right to use the improved facilities, except upon thirty-six (36) months prior written notice to the other.

7. Phase II Improvements. The parties have agreed that the improvements listed on Exhibit C which is attached to and made a part of this Letter of Understanding constitute a further material inducement to the University to pay for a portion of the costs of the Phase I. Therefore, the parties agree that estimates and specifications for the Phase II improvements will be sought as soon as practicable after the completion of Phase I improvements but in no event later than March 2003, including the division of costs and labor between the parties with the intention to have at least the press box ready for use no later than the beginning of the University's 2004 playing season.

8. Prior Approvals. The parties agree that all necessary approvals by their governing bodies, will be secured no later than February 28, 2002, or this Letter of Understanding shall be null and void ab initio.

IN WITNESS WHEREOF, the parties have executed this Letter of Understanding this 27 day of February, 2002.

NEBRASKA WESLEYAN UNIVERSITY,

By: Mae Claunch  
Its: Vice President

CITY OF LINCOLN DEPARTMENT OF  
PARKS & RECREATION

By: Don Weneby  
Its: Mayor

pc: Steven Hiller