

LEASE

This Lease made and entered into this _____ day of _____, 2003 by and between the City of Lincoln, Nebraska, a municipal corporation, hereinafter referred to as "City" and the Lincoln Midget Football League, Inc., a Nebraska nonprofit corporation, hereinafter referred to as "Lessee".

WHEREAS, the City is the owner of real property located in Section 35, Township 10 North, Range 6 East, Lancaster County, Nebraska, more particularly described as:

The West One-Quarter Corner of Section 35, Township 10 North, Range 6 East of the Sixth Principal Meridian, Lancaster County, Nebraska; Thence S 00°19'53" W, (an assumed bearing), and on the West Line of said Section 35, a distance of 883.11 feet; Thence S 89°10'46" E, a distance of 423.71 feet to the POINT OF BEGINNING; Thence continuing on the last described course, S 89°10'46" E, a distance of 150.00 feet; Thence N 01°11'14" E, a distance of 150.00 feet; Thence N 89°10'46" W, a distance of 150.00 feet; Thence S 01°11'14" W, a distance 150.00 feet to the point of beginning containing a calculated area of 22,500.46 square feet or 0.517 acres more or less.

known as the land west of Sherman Field, which was donated to the City in 1924 as the Sawyer and Snell Park; and

WHEREAS, the City Parks and Recreation Department has previously leased this land for development and maintenance of a football field complex while retaining its control over the facility; and

WHEREAS, the Lessee has expressed an interest in the continued development, maintenance and use of the land; and

WHEREAS the City, through its Parks and Recreation Department, shall maintain ultimate use and control over the land.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein set forth, the parties agree as follows:

1. The City hereby grants to the Lessee a Lease for a period of fifteen (15) years commencing on _____, 2003, and ending on _____, 2018, for nonexclusive use, except as described in Paragraph Fifteen (15) of the above-described premises for recreational uses and subject to the conditions herein described.

2. The Lessee will continue developing the land into a football field complex. During the prior term of this lease, the Lessee built a permanent concession stand with restrooms, permanent storage building, placed a fence around the entire football field complex, installed a complete automated irrigation system for the football complex, installed goal posts and scoreboards for each of the five fields, provided spectator seating for each of the five fields, and installed a concrete sidewalk from the parking lot to the bathroom and concession area. During the first lease period, the Lessee made \$782,193 worth of improvements to the leased area.

3. The Lessee will be permitted to use any parking areas which have been constructed by the City adjacent to the above-described property. The City shall maintain all parking areas and access roads, including, but not limited to, bridges.

4. It is the intention of the Lessee that it will make further improvements to the property in the future, including, but not limited to, tree planting, spectator seating and lighting. The parties agree that at the time the Lessee makes further improvements to the property, which improvements exceed Fifty Thousand Dollars (\$50,000.00), the term of this Lease may be extended as provided herein. Prior to construction, the Lessee shall submit the proposed improvements to the Director of Parks and Recreation for approval of design and location. Upon approval of design and location by the Director and the securing of all required permits and licenses, the Lessee may commence construction of the improvements. Beginning on August 15 of the year in which the approved improvements are completed, the term of this Lease shall be extended for an additional five (5) year period. All options or extensions to which the Lessee is entitled at the end of the original 15-year term shall be available at the end of the additional five (5) year term.

5. Other organizations besides Lessee shall have the use of the premises except as provided in Paragraph Sixteen (16). The Lessee shall be responsible for and maintain all improvements and maintain and repair all damage to any improvements covered by this Lease Agreement. The Lessee shall also pay for all utilities necessary to operate and maintain the leased area. Use of storage areas will not be available to other organizations.

6. a) Lessee may charge other organizations a reasonable fee for use of the premises during the period from August 15 to December 1 of each year. Participants of events sponsored solely by the City shall be exempt from payment of any fee but users shall be subject to an allocation of expenses as hereafter described. Such fee may be based on a percentage of admission fees to be charged by such organizations (hereafter referred to as "gate receipts"). The fee may be adjusted according to the improvements made by Lessee and the extent to which the user will be using the property. A schedule of fees shall be submitted to the Director of Parks and Recreation for approval.

b) Lessee may charge an admission fee for its events. All admission fees for Lessee's activities must be reasonable. The City shall be paid two percent (2%) of gate receipts for youth events or twelve percent (12%) of gate receipts for adult events whether sponsored by Lessee or other organizations in accordance with the applicable rules and regulations for the use of the premises. Gate receipts shall be defined as all admission fees collected on site prior to any expenses being taken out. The City's percentage payments under this provision shall be calculated and paid by Lessee no later than January 31 of each year.

7. Rules and regulations for the use of the facility shall be promulgated by the City through the Director of Parks and Recreation. Lessee may suggest rules and regulations subject to the approval of the Director of Parks and Recreation. All rules and regulations for the use of the premises shall be approved by the Mayor and be placed on file in the City Clerk's Office.

8. Final design and plans for improvements which the Lessee places on the premises shall be subject to prior written approval of the Director of Parks and Recreation. Such improvements shall become a part of the premises

and shall be and remain the property of the City at all times during and after the period of the Lease; provided, that if this Lease is terminated by the City for reasons other than a breach or failure to perform prior to the expiration of the term or any authorized extension of the Lease, the value of the improvements placed on the premises by the Lessee during the current term or authorized extension shall be determined as hereinafter provided. The City shall pay Lessee that proportion of the value of the improvements determined by dividing the number of days left in the current term (and any extension of the Lease as per Paragraph Fifteen (15)) by 5,475 and multiplying the dividend by the value of the improvements. If the value cannot be agreed upon, the value shall be determined by a panel of three (3) licensed real estate appraisers, one of which is selected by the City, one of which is selected by the Lessee, and the third to be selected by the other two appraisers. The appraiser shall examine the improvements and shall establish a value. Such value shall be paid by the City to the Lessee prior to the last day of the Lease term.

9. So long as Lessee meets all requirements for the granting of a concession license during this Lease, the City shall grant Lessee a concessions license for all events which take place on the property during the term of this Lease or any extension. The City may reserve to itself a percentage of the revenue from such concessions. In the event the Lessee does not annually apply for the concessions license for the property, the City may grant concession licenses to other individuals.

10. The Lessee agrees that any internal or external banner, sign or advertising device used on the property to recognize sponsors of the Midget Football Program shall require prior authorization by the Director of Parks and Recreation and in a form and location approved by the Director.

11. The Lessee shall indemnify and save harmless the City from claims and demands of every nature and description arising out of the use or maintenance of said premises by the Lessee, its agents and employees, and the Lessee agrees that it shall have no rights or privileges under or by virtue of any of the terms of this Lease unless and until it shall file with the City and keep in full force and effect during the entire period of this Lease, a certificate of liability insurance issued by an insurance company authorized to do business in the State of Nebraska providing liability coverage protecting both the City and the Lessee from all liability arising out of all operations of the Lessee, its agents and employees, hereunder. Such insurance coverage shall be in the minimum amounts of Two Million Dollars (\$2,000,000.00) for the injury or death of any number of persons per occurrence, and One Million Dollars (\$1,000,000.00) for property damage per occurrence. Such insurance shall name the City of Lincoln as an additional insured and shall provide that it cannot be cancelled prior to the end of the period of this Lease except upon thirty (30) days written notice to the City. Such insurance shall be subject to the approval of the City Attorney.

12. Lessee shall, annually on the 31st day of January, furnish to the City in writing a report of the Lessee's calendar year receipts and disbursements in connection with this Lease, together with such other information as the City may reasonable require to determine compliance with the terms of this Lease.

13. This Lease cannot be assigned or sublet except by written approval of both parties.

14. Upon discovery of a breach of this Agreement by Lessee, Lessor shall give Lessee written notice thereof and Lessee shall have 30 days to cure or cease such breach. Thereafter, this Lease may be terminated by the City upon giving ninety (90) days written notice in the event of breach or failure of the Lessee to fully comply with all the terms and conditions hereof, except that upon termination of insurance coverage without substitute insurance being provided, notice of thirty (30) days shall be sufficient. This Lease may be terminated by Lessee at any time upon giving written notice delivered to the Director of Parks and Recreation.

15. The Lessee shall have the option to extend this Lease for another period of five (5) years in addition to the five (5) year extension provided in Paragraph 4. Lessee may exercise this option by giving notice to the Director of Parks and Recreation at least six (6) months prior to the end of the Lease. In no event shall this Lease be extended by either Section 4 or this Section for a total lease term longer than twenty-five (25) years.

16. The City hereby reserves in its proper officers the power to supervise and control the use of said premises for the benefit of the public. While the Lessee is using the said premises for the purpose of conducting its sponsored football activities and other related events, Lessee shall be given exclusive control of the premises, subject to reasonable rules, regulations and ordinances of the City for the purpose of conducting such activities. Any use to which the property is desired to be put by the City or other user shall be subject to the approval of the Executive Committee of the Lessee. Any use other than Lessee's allowed uses shall be subject to the approval of the Director of Parks and Recreation. It is understood and agreed that the City does not intend to surrender jurisdiction of its park property described in this Lease and that such property will continue to be used for the benefit of the public.

17. The Lessee, its agents and employees, and organizations allowed by the Lessee to use said premises, shall procure and pay for all necessary permits and licenses as required by law for the operations they conduct on the premises and shall provide any insurance and damage securities required by the City.

18. The Lessee, its agents and employees, and organizations allowed by Lessee to use said premises, shall not discriminate against any person or persons because of race, color, sex, religion, national origin, ancestry, disability, marital status or receipt of public assistance in the conduct of their operations hereunder, and shall fully comply with the requirements of Chapter 11.04 of the Lincoln Municipal Code relating to equal accommodations and constitutional rights.

19. The Lessee shall comply with all ordinances and rules and regulations of the City with respect to the use and enjoyment of said premises, including the erection of any structure thereon.

The Lessee hereby agrees to accept this Lease and to be bound by all the terms and conditions hereof.

Dated this 26 day of September, 2003.

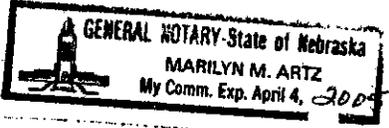
LINCOLN MIDGET FOOTBALL LEAGUE, INC.
A Nebraska Nonprofit Corporation

[Signature]
Secretary

Elwyn J. Seward Glover
President

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 26th day of September, 2003, by Elwyn Glover, President of Lincoln Midget Football League, Inc., a Nebraska Nonprofit Corporation.



Marilyn M. Artz
Notary Public

My Commission Expires: April 4, 2005

CITY OF LINCOLN, NEBRASKA,
A Municipal Corporation

City Clerk

Coleen J. Seng, Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2003, by Coleen J. Seng, Mayor of the City of Lincoln, Nebraska, a Municipal Corporation.

Notary Public

My Commission Expires: _____

ACORD CERTIFICATE OF LIABILITY INSURANCE

CSR CF
LINC-18

DATE (MM/DD/YY)
09/26/03

PRODUCER
Bollinger, Inc.
830 Morris Turnpike
Short Hills NJ 07078-5000
Phone: 800-526-1379 Fax: 973-921-2876

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

Lincoln Midget Football League
5330 S. 51st Street
Lincoln NE 68516

INSURER A: **Markel Insurance Company**
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Incl Participants	3602AH245107	08/01/03	08/01/04	EACH OCCURRENCE	\$ 1,000,000
					FIRE DAMAGE (Any one fire)	\$ 100,000
					MED EXP (Any one person)	\$ 5,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 3,000,000
					PRODUCTS - COMP/OP AGG	\$ 1,000,000
					GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	TBD	08/01/02	08/01/03	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$	
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
A	OTHER Accident Insurance Full Excess	4102AH243174 DED: \$100 PRIMARY \$0 SEC	08/01/03	08/01/04	Med Max: \$100,000 AD&D \$35,000	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

The certificate holder is named as an additional insured under the liability policy. Coverage is provided under this policy only for sponsored/supervised activities of the named insured for which a premium has been paid. RE: ROOPER, MEMORIAL, SEACREST, 60TH & PINE ROAD, HOLMES, WOODS, STANDING BEAR

CERTIFICATE HOLDER	Y ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
City of Lincoln Parks & Recreation Dept. Attn: Steve Hiller 2740 A Street Lincoln NE 68502	LINCOCI	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
		AUTHORIZED REPRESENTATIVE