

AGREEMENT

The Bridgeport Public Schools and the City of Bridgeport agree on the use of ball fields under the conditions set forth herein.

Obligations of the School District:

- All costs associated with normal care and maintenance of fields, i.e. normal watering, fertilizing, herbicides, and pesticides
- Mowing and trimming to meet school needs from August 19, 2005 through May 14, 2006
- Pick-up and removal of litter and trash from August 19, 2005 through May 14, 2006
- Put up and take down any special cages and apparatus which would restrict use of the fields for baseball/softball

School District Contacts are: Superintendent
Buildings and Grounds Committee

Obligations of the City:

- All costs connected with routine painting, repair, and maintenance of backstops, dugouts, bleachers, scoreboards, field lighting, and fencing
- All costs, responsibility and liability related to assuring playing surfaces, facilities and streets are safe.
- Preparation, mowing, and trimming of fields to meet city needs from May 15, 2005 through August 18, 2005.
- Pick-up and removal of trash and litter from May 15, 2005 through August 18, 2005
- Repair or removal of any alterations which would impair school use of the fields

City of Bridgeport Contacts are: City Park Board
PWCC/ City Manager

Other Related Issues:

- The lane between the North and South fields will be closed at the east end with a walk-through provided. This lane will be open at the west end for additional parking. Traffic will be monitored to limit speed to 5 miles per hour when people are present at the ballparks.
- The City of Bridgeport will install a permanent fence at the east end of the land as described above.
- Bleachers (large section) will be available for use on the visitor side of football field during football season and may be used by the City during baseball season. Movement of the bleachers will be the responsibility of the school in the fall and the city in the spring. Should the bleachers be damaged during moving the group responsible for the damage shall be accountable for the repair.
- Alcohol use will not be allowed and all laws related to alcohol use on school property will be enforced. The City of Bridgeport will monitor and enforce as necessary.

*stop signs
for each
direction*

The Bridgeport Board of Education and the City of Bridgeport agree to cooperate in the use, care, maintenance, and improvements (if needed) of the school fields. An annual meeting shall take place between school authorities to quantify any needs and/or improvements required to the fields and connected facilities. Agreed upon improvements to the fields/facilities may be subject to shared costs conditional upon the benefit of the improvement to the other.

The obligations and liability of each party are as outlined in this agreement and will be reviewed annually.

President, Board of Ed.

Date

City of Bridgeport

Date

AGREEMENT

Comes now the School District of Bridgeport, Nebraska, also known as School District #63, hereinafter referred to as Party of the First Part, and the City of Bridgeport, Nebraska, hereinafter referred to as Party of the Second Part,

WHEREAS the City of Bridgeport, Nebraska is in the process of constructing a ball park located on Block 8, Meadowview Addition to the City of Bridgeport, Nebraska, and

WHEREAS, to build a full size ball park it is necessary for the City to acquire the following described real estate from the School District,

IT IS THEREFORE AGREED as follows, to-wit:

1. Party of the First Part agrees to convey by easement the following described real estate, to-wit:

Commencing at the Southwest corner of Block Eight (8), Meadowview Addition to the City of Bridgeport, extending north of said point along said West line a distance of 350', thence West 50', thence South parallel with the West line of Block 8 of Meadowview Addition a distance of 350', thence east a distance of 350' to the point of beginning, all located in the City of Bridgeport, Morrill County, Nebraska,

to be used in conjunction with Block 8 for a ball park.

2. Party of the Second Part in consideration of the Party of the First Part's conveying said easement agrees that Party of the First Part may use said ball park for school functions and purposes at any time not conflicting with events sponsored by the Bridgeport City Park Board.

DATED this 8th day of December, 1983.

THE SCHOOL DISTRICT OF
BRIDGEPORT, NEBRASKA,

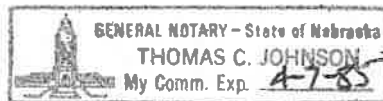
BY J. H. Berg
President of the Board

THE CITY OF BRIDGEPORT,

BY Norman L. Christensen
Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF MORRILL)

The foregoing instrument was acknowledged before me this 25th
day of January, 198~~3~~⁴, by J. W. Berg,
President of the Board of Education of the School District of Bridge-
port, Nebraska.

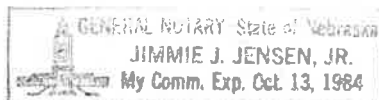


Thomas C. Johnson
Notary Public

My commission expires: April 7, 1985

STATE OF NEBRASKA)
) ss.
COUNTY OF MORRILL)

The foregoing instrument was acknowledged before me this 8th
day of December, 1983, by Norman L. Christensen,
Mayor of the City of Bridgeport, Nebraska.



Jimmie J. Jensen, Jr.
Notary Public

My commission expires: Oct. 13, 1984