

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding, is entered into this \_\_\_ day of December, 2023, between the City of Salem, an Oregon municipal corporation (“City”), Willamette University, an Oregon nonprofit corporation (“Willamette”), and the Salem Baseball Club LLC, and Oregon limited liability company (“LLC”), defined collectively and referred to herein as “the Parties”.

### RECITALS

- A. Willamette owns the baseball stadium (“baseball stadium”) located at 730 Mission St. SE, Salem, OR 97302 and has a long term lease of its softball stadium (“softball stadium”) located at 501 14<sup>th</sup> St. SE, Salem, OR 97301, which is owned by Tokyo International University of America, and uses both for its athletic programs, in particular, the sport of baseball and softball.
- B. The baseball stadium sits adjacent to a City park known as Bush’s Pasture Park (the “Park”).
- C. Willamette and the City have an existing Agreement dated 09/24/1982 to allow, in part, for the baseball stadium located adjacent to Bush’s Pasture Park to encroach on the Park.
- D. The LLC has an interest in leasing the baseball stadium.
- E. The City has an interest in seeing the LLC use the baseball stadium.
- F. The Parties, collectively, have an interest in supporting improvements identified in this MOU to both the baseball stadium and the softball stadium.
- G. The City and Willamette have an interest in continuing their existing agreement and amending it to permit the expanded encroachment into the Park created through the improvements.

### AGREEMENT

#### I. Non-Binding Nature/Final Documentation

It is in the best interest of the public and the Parties, and conducive to the success of the project, that reasonable and necessary business points identified to date be reduced to writing in the form of a Memorandum of Understanding.

The Parties further acknowledge and agree that although this Memorandum of Understanding is fully intended to name the key items to be undertaken over the next 10 months by the Parties, the Memorandum shall not be of binding force and effect on the Parties, but rather, shall be of a non-binding nature and effect.

Nothing herein shall be construed or interpreted as regulatory approval, such as land use approval or building permit issuance of any improvements for the project.

At a time prior to the expiration of the 10-month period, the Parties will determine whether to proceed with negotiation and execution of a final form of a Development Agreement, which shall include any terms and conditions determined by the Parties to be necessary and appropriate for this project.

## II. The Project

The general project envisioned by the Parties is to renovate the baseball stadium for the purpose of allowing Salem's new organized summer collegiate baseball team (LLC) and Salem-Keizer Public Schools access to the property. The main renovations desired include the installation of sports lighting, a synthetic turf playing surface and increased accessibility. The project also includes the renovation of the softball stadium for the purpose of allowing Salem-Keizer Public Schools access to the property. The main renovations desired include the installation of sports lighting, a synthetic turf playing surface and increased accessibility to both the baseball and softball stadiums.

The project will require careful design and consideration to comply with the Pre-Application Report from the project's Conference with the City on 4/10/2023, attached hereto as Attachment 1.

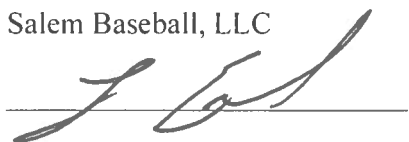
## III. Timeline/Action Step Schedule

This MOU memorializes the Parties' intention to participate in good faith negotiations for the next 10 months on the renovation of the baseball stadium and softball stadium and make them available to LLC as noted in the recitals.

## IV. General Terms

- a. This MOU shall be effective on the date last signed by all parties, and shall expire on October 31, 2024, unless extended.
- b. No Legally Binding Force or Effect: It is expressly understood and agreed by the Parties that this MOU does not create any legally binding or enforceable obligation on the part of any Party, either with respect to the MOU. If the Parties wish to create a legally enforceable agreement, the Parties agree to negotiate such agreement which shall be executed by the authorized individuals for each Party.
- c. Applicable law. This MOU shall be construed and enforced in accordance with the laws of the State of Oregon.
- d. No partnership or joint-venture. Nothing in this MOU shall be construed so as to make the Parties partners or joint-venturers.
- e. No attorney fees. The Parties shall be responsible for their own attorney fees, legal costs and disbursements incurred in enforcing or administering this MOU.
- f. Public Record. This MOU is a public record as defined by Oregon law and may be provided to the public upon request.

Salem Baseball, LLC



By: Luke Emanuel, Manager

Date: 12/5/23

City of Salem



By: Keith Stahley, City Manager

Date: \_\_\_\_\_

Willamette University



By: Dan Valles, Senior VP and COO

Date: 12/5/23