

MEDIATION SETTLEMENT AGREEMENT

COMES NOW the University of North Alabama ("UNA") and the Florence City Board of Education ("FCBE") and enters into the following Mediation Settlement Agreement, subject to approval by the UNA Board of Trustees and the Florence City Board of Education:

1. The Stadium Use Agreement shall be revised to allow for a ten (10) year term with UNA having the option to extend the Agreement for two (2) additional ten (10) year terms. UNA shall have the right to terminate this Agreement with ninety (90) days notice of termination.
2. The FCBE agrees to alter its design of the middle school to allow for approximately twenty-one (21) standard size parking spaces behind the middle school, and between Braly Stadium and the middle school, to be used by UNA for parking. To the extent practicable, the spaces shall be in the locations set forth in the drawing attached as Exhibit A and labeled as parking spaces numbered one (1) through twenty-one (21).
3. The parties shall split the costs of altering the design to provide for such parking spaces as referenced in Exhibit A. (i.e. asphalt, curbing, green space).
4. Both parties will split equally the operational costs of Braly Stadium. Such split will be reviewed by the new Stadium Committee.
5. UNA and FCBE agree that all concessions will go into the stadium fund to be used for stadium operations with the concessions outsourced to a third-party.
6. UNA and FCBE will have the right to use temporary paint on the Braly Stadium field at their discretion, provided that it does not damage the turf.
7. At its option and cost, UNA has the right to build decks in the south end zone for seating and hospitality. Both parties have the right to use such decks for their respective events and such decks will remain team neutral.
8. On UNA football gamedays, UNA has permission to enter the middle school as a pass through for its fans to enter and exit the Stadium. UNA will pay a cost of \$2500 per game for


2017-2021

that access. UNA has the option to use this pass through and will notify the FCBE if they do not intend to use the pass through for a specific game in which case the \$2500 will not be owed.


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9. After the first year that the pass through is used (2018 season), the Stadium Committee will review the access cost.
10. UNA will continue to receive all revenue from advertisements sold on the scoreboard and scoreboard advertisements are to remain team-neutral and the scoreboard will not be altered to put either teams name or mascot on it.
11. All parts of the stadium that are currently blue, both inside and outside the stadium, shall be painted ^{grey also} at the expense shall be split equally between the parties.
12. UNA will receive 100% of the revenue from its sale of advertising signs it puts up, both permanent and temporary. Temporary signs will be put up and taken down on gameday.
13. FCBE will receive 100% of the revenue from the sale of temporary advertising signs it puts up. Temporary signs will be put up and taken down on gameday.
14. The Stadium Committee will oversee the overall use of Braly Stadium. The Stadium Committee will consist of nine (9) members. Four (4) member are to be selected by UNA, four (4) members are to be selected by FCBE, and one (1) member will be mutually agreed upon by UNA and FCBE.
15. UNA has the exclusive option to contract, sell or lease naming rights to any unnamed portion of Braly Stadium (i.e. field, fieldhouse, press box) as designated by the donor subject to approval of the Stadium Committee. All undesignated funds for naming will go into a stadium fund for capital improvements that are team neutral.
16. FCBE will provide assurance from a civil engineer in writing that FCBE has complied with all ADA requirements in relation to the parking spaces referred to in paragraph 2.

17. UNA and FCBE will equally split the cost of one (1) refurbishment of the existing steps from the ball field adjacent to the south end zone going towards the home side of the stadium, at a cost to be approved by UNA.
18. UNA has the right to park at the existing ball field at the south end zone in its current condition. At UNA's option and cost, UNA has the right to install a porous parking surface covering approximately sixty (60) feet in width, parallel to the south end zone and large enough to allow for approximately seventy-five (75) parking spaces. The installation of the porous parking lot must continue to allow for sufficient space for a 100 yard regulation practice field.
19. Operational and financial control of the Stadium will be vested in the Stadium Committee.
20. That the parties, and their respective Boards, will each cooperate with the other, and execute any and all necessary papers, documents, minutes amendments to cause these changes to be in full force and effect.
21. UNA will dismiss with prejudice the case styled *University of North Alabama v Connie Wallace et. al*, Case No. CV-2017-900092 in the Circuit Court of Lauderdale County, Alabama, and will not seek a condemnation related to the current dispute.
22. The terms of the agreement are expressly contingent on approval by the Board of Trustees of UNA and the Florence City Board of Education, and must remain confidential until voted on by both Boards.


University of North Alabama

3/19/17
Date


Florence City Board of Education

3/17/17
Date

EXHIBIT
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