

**GIFT AND NAMING RIGHT AGREEMENT BETWEEN THE CITY OF MADISON AND THE  
IRWIN A. AND ROBERT D. GOODMAN FOUNDATION, INC., FOR THE MULTI-USE PATH  
TO BE KNOWN AS THE IRWIN A. AND ROBERT D. GOODMAN PATH**

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This Agreement is made by and between the Irwin A. and Robert D. Goodman Foundation, Inc., hereinafter referred to as the Donor, and the City of Madison, hereinafter referred to as the City, and is effective as of the date by which both parties have signed hereunder.

Gift Information

The Donor hereby pledges the total sum of \$482,000 (Four Hundred and Eighty Two Thousand Dollars) to the City of Madison to support the City's efforts to construct a multi-use (bicycle and pedestrian) path near the Goodman Community Center at 149 Waubesa Street in Madison. The facility will generally consist of a 10 to 12-foot wide paved path in separate corridor, but in some locations the bike route will be accommodated on a low-volume local street. The route begins at the existing Capital City Trail immediately east of the Goodman Community Center, continuing generally along the WSOR rail corridor a distance of approximately 1.1 miles to the existing Marsh View Path at Highway 30, as depicted on attached Exhibit A. The facility is hereinafter referred to as "Path". Should there be any necessary adjustments to the design of Path as presented in the renderings approved by the Donor in November 2011, the City will present justification and gain approval from Donor before moving forward with construction.

The Donor will complete this pledge in 5 (Five) annual installments of \$96,400 (Ninety Six Thousand Dollars).

The first installment will be made once the City can demonstrate it has received all appropriate City and State approvals, and has executed a contract for and begun construction. Prior to the first installment, the City must also demonstrate it has sufficient other funds to complete the project.

The remaining installments will be made annually beginning in May 2014, provided also that the second installment is contingent on the substantial completion of the project. Annual pledge reminders will be sent in March of each year for which a payment is anticipated.

If construction does not begin by May 31, 2013, this agreement will be void and the initial installment will be returned to the Donor with no further payments made unless alternate arrangement are made with the Donor prior to that date.

Donor Recognition Information

The timing and nature of any public announcement of this gift will be jointly agreed upon by the City and Donor.

In recognition of this gift, the City is pleased to name this Path, and any future extension of the Path continuing to the existing WisDOT path to Sun Prairie, Wisconsin (adjacent to USH 151 beginning at Nelson Road) the Irwin A. and Robert D. Goodman Path in honor of the donors. These names shall remain on Path as long as Path exists. The Donor will be given prior approval on any donor recognition tied to this gift. Payments on the pledge are contingent on both parties agreeing on appropriate placement and design of signs to recognize the new name of Path.

Miscellaneous

- a. This Agreement is non-assignable.

- b. The validity, construction, enforcement and effect of this Agreement shall be governed exclusively by the laws of the State of Wisconsin.
- c. The headings in this Agreement are for convenience only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.
- d. This Agreement may be executed in any counterparts, each of which shall be an original, but all of which together shall constitute one instrument.
- e. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors in interest.
- f. This Agreement shall not be construed to create a partnership, joint venture, syndicate or agency relationship between parties.
- g. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes any prior oral or written agreement pertaining thereto.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

FOR IRWIN A. AND ROBERT D. GOODMAN FOUNDATION, INC.

\_\_\_\_\_  
E.G. Schramka, Executive Director

\_\_\_\_\_  
Date

FOR THE CITY OF MADISON

\_\_\_\_\_  
Paul Soglin, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Maribeth Witzel-Behl, City Clerk

\_\_\_\_\_  
Date

Countersigned:

Approved as to form:

\_\_\_\_\_  
David P. Schmiedicke, Finance Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michael P. May, City Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Eric Veum, Risk Manager

\_\_\_\_\_  
Date