

**INSTALLATION AND MAINTENANCE
AGREEMENT – UW SPACE PLACE SOLAR
SYSTEM SIGNPOSTS**

RE:

By this Installation and Maintenance Agreement between the **City of Madison**, (the “City”) and **The Board of Regents of the University of Wisconsin System City of Madison**, (the “University”), the University agrees to the following conditions regarding the installation and maintenance of the University’s solar system sign posts located in City-owned or controlled property; as described on attached Exhibit A and depicted on attached Exhibit B.

WITNESSETH:

WHEREAS, the University, represented by the UW Space Place located at 2300 South Park Street, Suite 100, Madison, WI 53703, has requested permission to install and maintain 8 (eight) solar system sign posts (the “Signs”) within City-owned parklands, public right-of-way, and Southwest Bike Path right-of-way controlled by the City (the “Property”); and

WHEREAS; the University has historically installed the Signs, on a temporary bases, within the Property, upon approval of the City Engineering Division;

WHEREAS; the University has requested permission to permanently install the Signs on the Property, as described on Attached Exhibit A and depicted on Attached Exhibit B; and

WHEREAS; the City has approved installation of the Signs on the condition that the University agrees to an Installation and Maintenance Agreement (the “Agreement”) for said Signs.

NOW, THEREFORE, the University agrees to the following obligations and conditions for installation and maintenance of the solar system sign posts, which are assumed by the University, its heirs, successors and assigns.

1. The University shall be responsible for all costs of installation and maintenance of the Signs.
2. The University shall locate the Signs in specific areas, as approved by the City Engineering and Traffic Engineering Divisions, and Parks Division.

RETURN TO: City of Madison
EDD – Office of Real Estate Services
P.O. Box 2983
Madison, WI 53701-2983

Tax Parcel No.: 251/0709-294-2623-1
251/0709-242-1201-5
251/0709-231-2901-3
251/0709-234-0101-5
251/0709-234-1013-1
251/0709-214-1619-9
Public Right-of-Way

3. The University is responsible for locating all underground utility services in the construction area, i.e., said University shall contact Diggers Hotline prior to any excavation or construction activities.
4. The University shall comply with all Madison General Ordinances regarding the construction and installation of the Signs, including any and all applicable City of Madison sign permits and permits for excavation and installation, including a City Engineering Permit to Excavate in Right-of-Way, if applicable.
5. The University shall agree that the City shall not be held responsible for any damage to the Signs that may be caused by the City, its employees, contractors, or others.
6. The City and the University shall be responsible for the consequences of their own acts or omissions and those of its employees, boards, commissions, agencies, officers and representatives and be responsible for losses, claims and liabilities which are attributable to such acts or omissions in accordance with this Agreement.
7. In the performance of the services under this Agreement, the University agrees not to discriminate because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The University further agrees not to discriminate against any contractor, subcontractor or person who offers to contract or subcontract for services under this Agreement because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.
8. The City shall have the right to terminate this Agreement, giving the University sixty (60) days written notice.
9. The City agrees that the University may terminate this Agreement at any time upon written notice to the City, following removal of the Signs and restoration of the area of installation.
10. The City may remove the Signs if not properly maintained, by giving the University sixty (60) days written notice prior to removal. The University is responsible for any reasonable costs associated with such removal.
11. The City may remove the Signs if the area occupied by the Signs is required for transportation or any other public purposes, by giving the University sixty (60) days written notice prior to removal. Transportation purposes include, without limitation because of enumeration, public alleys, streets, highways, bike paths, sidewalks, and facilities for the development, improvement and use of public mass transportation systems. The University is responsible for any reasonable costs associated with such removal.

Dated this _____ day of _____, 2014.

THE BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM

By: _____
(Signature)

(Print or Type Name and Title)

State of Wisconsin)
)ss.
County of Dane)

Personally came before me this _____ day of _____, 2014, the above named

(name), _____ (title),
of The Board of Regents of the University of Wisconsin System, known to me to be the person
who executed the above and foregoing instrument and acknowledged that he/she executed the
foregoing instrument as such officers as the deed of The Board of Regents of the University of
Wisconsin System, by its authority.

Notary Public, State of Wisconsin

Print or Type Name
My Commission expires: _____

EXHIBIT A

Legal Description:

Being part of the Southeast $\frac{1}{4}$ Section 29, part of the Southeast $\frac{1}{4}$ Section 21, part of the Northeast $\frac{1}{4}$ Section 22, part of the Southeast $\frac{1}{4}$ and Northeast $\frac{1}{4}$ Section 23, and part of the Northwest $\frac{1}{4}$ Section 24, Town 7 North, Range 9 East, City of Madison, Dane County, Wisconsin.