

MAINTENANCE AGREEMENT

This Maintenance Agreement (“Agreement”) is entered into as of this _____ day of _____, 2026, by and between the Board of Regents of the University of Wisconsin System, (the Property Owner herein after referred to as the “University”), and the City of Madison, a Wisconsin municipal corporation (“City”). Collectively the University and the City may be referred to as the “Parties”.

A. PROPERTY AFFECTED

1. PROPERTY DESCRIPTION: This Maintenance Agreement applies to a portions of the public rights of way adjacent to Lots 1 – 10 inclusive, Block 2, and that part of vacated Conklin Place per Document No, 2225094, plat of University Addition to Madison, recorded in Vol. A of Plats, Page 9 as Document Number 109, in the City of Madison, Dane County Wisconsin, EXCEPTING THEREFROM lands described in Quit Claim Deeds Document Numbers 1304059, 1304060 and 1304063, and hereafter referred to as the “Owner’s Property”.

2. MAINTENANCE AREA: This Maintenance Agreement applies to a portion of the University Ave and W Johnson St public rights of way adjacent to Owner’s Property and described in Exhibit A and Exhibit B and hereafter referred to as the “Maintenance Area”.

B. MAINTENANCE REQUIREMENTS

1. INITIAL CONSTRUCTION OF IMPROVEMENTS WITHIN THE MAINTENANCE AREA: The initial construction of certain improvements within the Maintenance Area are not covered by this Agreement and are to be completed in accordance with plans and specifications approved by the City in conjunction with a Minor Alteration to an Approved Conditional Use - Master Plan Alteration LNDMAC-2025-00042 (“Plans”).

2. NO GRADE CHANGE: Following the initial construction of improvements within the Maintenance Area, no change in the grade within the Maintenance Area shall be made without the prior written approval of the City of Madison Engineering Division (“City Engineer”).

3. IMPROVEMENTS MAINTAINED BY THE UNIVERSITY: Upon completion of the initial construction of improvements within the Maintenance Area, the University agrees to complete the following maintenance as needed, or as may be reasonably required by the City, within the Maintenance Area:

- a. Snow and ice removal;
- b. Cleaning of dirt and debris;

RETURN TO:

Board of Regents of the
University of Wisconsin System
C/O Space Management Office
30 N. Mills Street, 4th Floor
Madison, WI 53715

Tax Parcel No(s).
251-0709-232-0702-5

- c. Graffiti removal or the correction of other vandalism;
- d. Repair and replacement of sidewalks and other pavements or paving materials;
- e. Repair and replacement of planting areas including planting beds, landscape plantings, precast concrete curb and bike racks as identified on attached Exhibit A;
- f. Trimming, pruning, replacement and seasonal maintenance of all plant material excluding street trees. Street tree trimming, pruning, and silva cell replacement shall be by City of Madison (street trees are identified on attached Exhibit A);
- g. Repair and replacement of an existing 12” Diameter storm sewer from the southeasterly corner of the Grainger Hall courtyard westerly to a public storm sewer access structure as identified on attached Exhibit B.

Nothing in this Agreement shall prohibit the University from contracting with third parties to comply with its responsibilities under this Agreement.

4. REVISIONS BY THE UNIVERSITY: The University may request the City allow changes to improvements within the Maintenance Area following completion of the initial construction and shall be permitted to make such changes if the changes are approved in writing by the City Engineer. The University shall obtain all necessary permits and approvals prior to constructing or reconstructing any improvement within the Maintenance Area.

5. REVISIONS BY THE CITY: The City has the right to construct or reconstruct any improvement in the Maintenance Area and to construct in such a way that differs from the initial construction. In such event, the City has the right to levy special assessments on the Property for any improvement inside the Maintenance Area to the extent not covered (and paid for by the University) under this Agreement and all improvements maintained by the City in accordance with Madison General Ordinance and State Statutes.

6. PUBLIC SAFETY: The University shall promptly construct or reconstruct any improvements in the Maintenance Area that the City Engineer reasonably determines are necessary to address unsafe conditions in the Maintenance Area when the City Engineer provides a written order to the University to do so. Following receipt of the City Engineer’s written order, the University shall effect the construction or reconstruction at the University’s expense even if the change results in modification of an improvement previously approved by the City.

7. ADJACENT CITY PROJECTS: The City has the right to construct and reconstruct streets and utilities adjacent to the Maintenance Area and such construction or reconstruction may impact the improvements that the University is responsible for maintaining under this Agreement. In the event of such construction or reconstruction impacting the University’s improvements, the City shall not be obligated to restore, replace or reconstruct the damaged or altered University improvements unless the costs and expenses to accomplish the same are collectible by the City from adjacent property owners through special assessments, agreements between the City and the adjacent owners or otherwise.

8. HOLD HARMLESS AND INSURANCE: During the term of this Agreement, the University agrees to hold harmless the City of Madison and its employees, agents, officers, and officials from any and all liability including claims, demands, losses, costs, damages, and expenses of every kind and description (including death), or damages to persons or property, based on the acts or omissions of the University, its officers, employees, or agents while acting within the scope of their employment or agency, consistent with sections 895.46(1) and 893.82 of the Wisconsin Statutes. It is not the intent of either party to this agreement to waive the provisions of Wis. Stats. ss. 893.80 or 893.82 or any other applicable immunity, protections, or limitations of liability applicable to either party which may be provided by law.

The University, an agency of the State of Wisconsin, provides liability coverage for its officers, agents, and employees consistent with Section 895.46(1) and 893.82 of the Wisconsin Statutes. The University's employees who participate in the activities resulting from this Agreement are employees of the Board of Regents of the University of Wisconsin System. Although the liability coverage provided by the State of Wisconsin under Wis. Stats. sec. 895.46(1) is self-funded, and continuous, it is subject to the damage cap in Wis. Stats. sec. 893.82(6). Such liability coverage includes, but is not limited to claims, demands, losses, costs, damages and expenses of every kind and description (including death), or damage to persons or property arising out this Agreement and founded upon or growing out of the acts or omissions of any of the employees of the University while acting within the scope of their employment where protection is afforded by Sections 893.82 and 895.46(1) of the Wisconsin Statutes. The University shall provide a copy of its standard coverage letter to the City upon request

9. TERMINATION: The City shall have the right to terminate this Agreement with 30 days written notice to the University.

10. SEVERABILITY: If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

11. BINDING EFFECT: The covenants and conditions contained in this Agreement shall apply to and bind the Parties and their heirs, legal representatives, successors and assigns. Nothing herein shall prevent the University from transferring their interests in the Property and, upon such transfer, the obligations of such University under this Agreement shall become the obligation of the transferee.

12. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only in writing and must be signed by the University and the City.

13. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

14. WAIVER: The failure of any party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

15. DEFAULT/REMEDIES: If the University fails to complete any maintenance within a reasonable time period, the City has the right to complete the maintenance and obtain reimbursement from the University.

16. FUNDING: The University's obligations to make payments under this Agreement are subject to the availability of funds that may lawfully be used for such payment. As a result, this Agreement does not constitute the contracting of public debt under Article VIII, Section 4 of the Wisconsin Constitution. The continuation of this Agreement beyond the limits of the funds already available is contingent upon the future availability of funds appropriated to the University for such purpose. In the event such funding is not so appropriated, the University may at its option and upon sixty (60) days prior written notice to the City, terminate this Agreement.

17. NONDISCRIMINATION: In the performance of the services under this Agreement the University agrees not to discriminate against any employee or applicant 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, political beliefs, or student status. University further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex or national origin.

[Signatures on next pages]

Dated this ____ day of _____, 202__.

CITY OF MADISON, a Wisconsin municipal corporation

By: _____
Satya Rhodes-Conway, Mayor

By: _____
Lydia A. McComas, City Clerk

AUTHENTICATION

The signatures of Satya Rhodes-Conway, as the Mayor, and Lydia A. McComas, as the City Clerk, on behalf of the City of Madison, are authenticated on this ____ day of _____, 2026.

Name: Doran Viste, Assistant City Attorney
Title: Member, State Bar of Wisconsin

Execution of this Agreement by the City is authorized by Resolution Enactment No. RES-26-_____, File ID No. _____, and adopted by the Common Council of the City of Madison on _____, 2026.

This Agreement drafted by City of Madison Engineering Division

EXHIBIT A

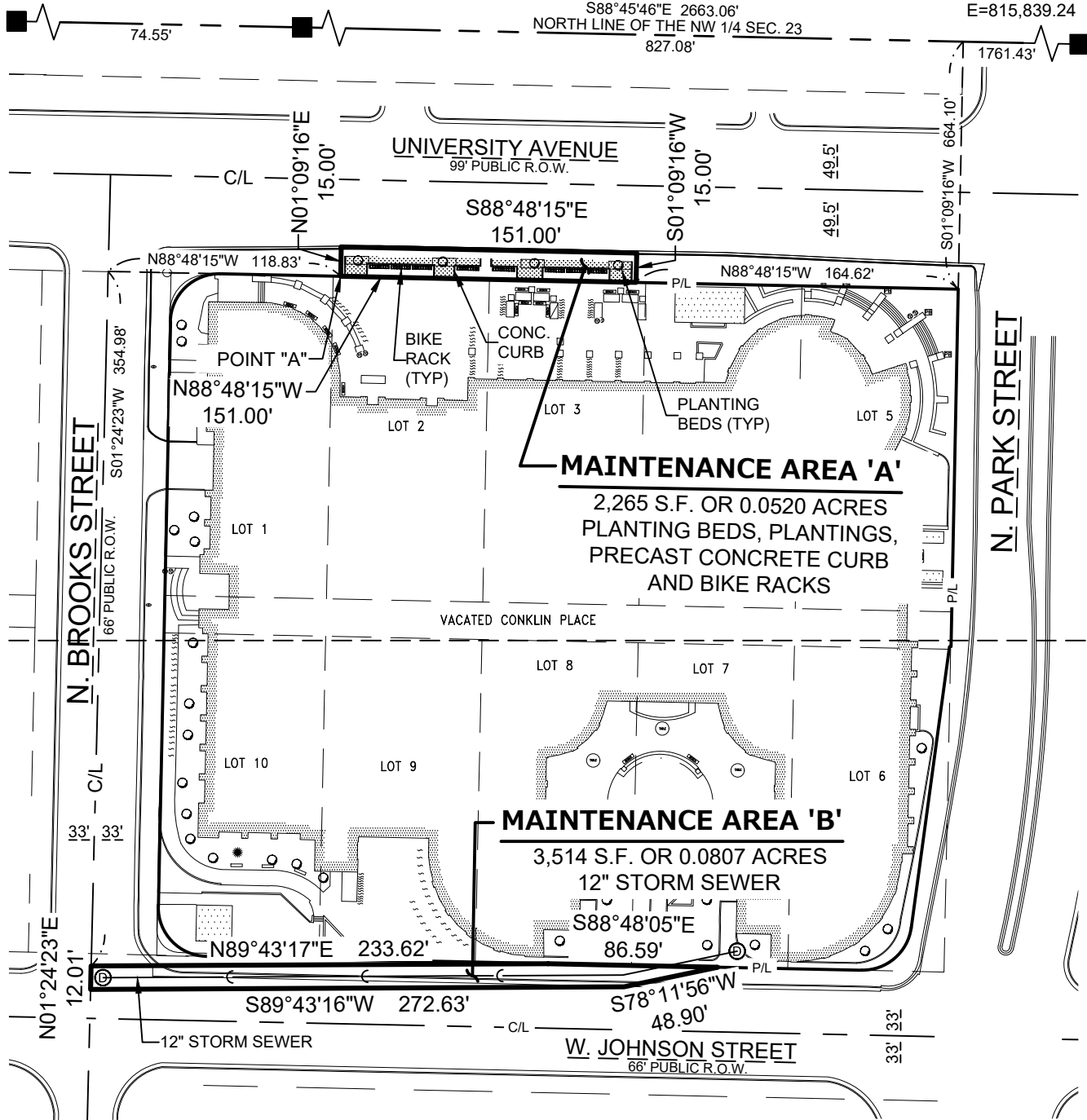
Maintenance Areas to be Maintained by University - Map

EXHIBIT A

TRUE CORNER FOR
NORTHWEST CORNER OF
SECTION 23-07-09
LOCATED IN BASCOM HALL
N=482,947.86
E=815,839.24

WITNESS CORNER FOR NORTHWEST CORNER
SECTION 23-07-09
FOUND BRASS CAP IN CONC.
N=482,946.25
E=815,913.77

NORTHEAST CORNER
SECTION 23-07-09
FOUND ALUMINUM CAP IN CONC.
N=482,947.86
E=815,839.24




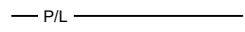
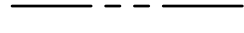



NOTES

- BEARINGS FOR THIS SURVEY AND MAP ARE BASED ON THE WISCONSIN COUNTY COORDINATE SYSTEM, (WCCS), DANE COUNTY, THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 23-07-09, BEARS S88°45'46"E.
- FIELDWORK PERFORMED BY CHAPUT LAND SURVEYS AUGUST 30, 2024.

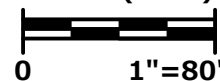
PINNACLE
ENGINEERING GROUP
CHAPUT
LAND SURVEYS
710 N. PLANKINTON AVE. SUITE 720
MILWAUKEE, WI 53203 | 414-224-8068

LEGEND

-  GOVERNMENT CORNER
-  EASEMENT LINE
-  CENTERLINE
-  RIGHT OF WAY
-  PROPERTY LINE
-  SECTION LINE



GRAPHICAL SCALE (FEET)



DRAFTED BY: LM
DATE: 5/5/2026
REVISED: 5/22/2026
JOB NO: 7182.00

Exhibit B

MAINTENANCE AREA 'A'

Legal Description

Part of University Avenue right-of-way adjacent to Lot 2 and Lot 3, Block 2, University Addition to Madison plat, located in the Northwest 1/4 of the Northwest 1/4 of Section 23, Township 07 North, Range 09 East, City of Madison, Dane County, Wisconsin more particularly described as follows:

Commencing at the Northwest Corner of said Section 23; thence S88°45'46"E, 74.55 along the north line of the said Northwest Quarter to a witness monument to the Northwest Corner of said Section 23; thence South 88°45'46" East along the said north line of said Northwest 1/4, 827.08 feet to the west line of North Park Street; thence South 01°09'16" West along said west line extended southerly, 664.10 feet to the south line of University Avenue and the northeast corner of said Block 2; thence North 88°48'15" West along said south line and the north line of said Block 2, 164.62 feet to the Point of Beginning;

Thence continuing North 88°48'15" West along said south line, 151.00 feet to Point "A"; thence North 01°09'16" East, 15.00 feet; thence South 88°48'15" East, 151.00 feet; thence South 01°09'16" West, 15.00 feet to the Point of Beginning.

Said Maintenance Area "A" contains 2,265 square feet or 0.0520 acres.

MAINTENANCE AREA 'B'

Legal Description

Part of West Johnson Street right-of-way, adjacent to and southerly of Lots 7 through 10 inclusive, Block 2, University Addition to Madison plat, located in the Northwest 1/4 of the Northwest 1/4 of Section 23, Township 07 North, Range 09 East, City of Madison, Dane County, Wisconsin more particularly described as follows:

Commencing at aforesaid Point "A"; thence North 88°48'15" West along the south line of University Avenue and north line of said Block 2 and their westerly extension thereof, 118.83 feet

to the centerline of North Brooks Street; thence South $01^{\circ}24'23''$ West along said centerline, 354.98 feet to the Point of Beginning;

Thence North $89^{\circ}43'17''$ East, 233.62 feet to the north line of West Johnson Street and the south line of said Block 2; thence South $88^{\circ}48'05''$ East along said north line and said south line of Block 2, 86.59 feet; thence South $78^{\circ}11'56''$ West, 48.90 feet; thence South $89^{\circ}43'16''$ West, 272.63 feet to aforesaid centerline of North Brooks Street; thence North $00^{\circ}16'44''$ West along said centerline, 12.01 feet to the Point of Beginning.

Said Maintenance Area "B" contains 3,514 square feet or 0.0807 acres.