Maintenance Agreement
for portions of the public right of way adjacent to
601 W Dayton Street - Lot 1, Certified Survey
Map No. 10494, City of Madison, Dane County, WI.

Record this document with the Register of Deeds

Prepared by and return to:
Gretchen M. Aviles Pineiro
City of Madison
210 Martin Luther King Jr. Blvd.,
Room 115
Madison, WI 53703

(Parcel Identification Numbers)

Lot	Parcel No.
1	251-0709-232-2932-6

Maintenance Agreement
for portions of the public right of way adjacent to
601 W Dayton Street - Lot 1, CSM 10494

This Maintenance Agreement is between the City of Madison, Wisconsin, hereafter referred to as the "City" and The Board of Regents of the University of Wisconsin System hereafter referred to as "University".

The University is a: ☐ Corporation ☐ Sole Proprietor ☐ Partnership/LLP ☐ Limited Liability Company ☐ Unincorporated Association ☒ Other: an agency of the State of Wisconsin

A. PROPERTY AFFECTED

1. PROPERTY DESCRIPTION: This Maintenance Agreement applies to a portion of the public right of way adjacent to Lot 1, Certified Survey Map No. 10494, parcel number 251-0709-232-2932-6, more fully described in the legal description in Exhibit A and hereafter referred to as the "Owner's Property".

2. MAINTENANCE AREA: This Maintenance Agreement applies to a portion of the public right of way adjacent to said Lot 1, CSM 10494 as shown and noted in attached 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 part of a site plan approval known as Minor Alteration to Approved Planned Unit Development, LNDMAP-2026-00015, and are to be completed in accordance with plans and specifications approved with LNDMAP-2026-00015 ("Plans").

2. NO GRADE CHANGE: Following the initial construction of improvements within the Maintenance Areas 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;

c. Graffiti removal or the correction of other vandalism;

d. Repair and maintenance of planters, landscaping within planters and street trees within the planter areas;

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 City Policy and State Statutes.

6. PUBLIC SAFETY: In the event that the improvements constructed by the University in accordance with the Plans become a hazard to public safety, as reasonably determined by the City Engineer, then the parties shall meet and confer to discuss reasonable means to mitigate such hazard. The cost of any modifications to improvements constructed by the University in the Maintenance Area deemed necessary by the parties to mitigate a hazard to public safety shall be the University's responsibility.

7. ADJACENT CITY PROJECTS: The City has the right to construct and reconstruct streets and utilities or maintain city owned terrace trees 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 University shall be responsible for any restoration, replacement or reconstruction of the damaged or altered University improvements it deems necessary at its sole cost and expense to the extent the costs and expenses to accomplish the same shall not be collectible by the City from adjacent property owners through special assessments, agreements between the City and the adjacent owners or otherwise.

8. DAMAGE: The City shall not be responsible for the repair of any damage to the improvements within the Maintenance Area, regardless of who or what caused said damage.

C. LEGAL RELATIONS

1. 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.

2. TERMINATION: Either party shall have the right to terminate this Agreement with 30 days written notice to the other party.

3. 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.

4. 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.

5. COMPLIANCE WITH APPLICABLE LAWS: The University shall become familiar with, and shall at all times comply with and observe all federal, state, and local laws, ordinances, and regulations which in any manner affect the University's, and its agents and employees, conduct under this Agreement. The University's failure to comply with any such laws, ordinances or regulations shall be a default subject to Section **Error! Reference source not found.** of this Agreement.

6. 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.

7. CHOICE OF LAW, VENUE, AND FORUM SELECTION: This Agreement shall be governed by and construed, interpreted, and enforced in accordance with the laws of the State of Wisconsin, without regard to conflict of law principles. For any claim or suit or other dispute relating to this Agreement that cannot be mutually resolved informally, the venue shall be Dane County, Wisconsin, and the parties agree to submit themselves to the jurisdiction of a court of competent jurisdiction in said venue, to the exclusion of any other forum that may have jurisdiction over such a dispute according to any law.

8. 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.

9. RUN WITH THE LAND: All the terms, conditions, covenants and other provisions contained in this Agreement, including the benefits and burdens, shall run with the Owner's Property and shall be binding upon and inure to the benefit of and be enforceable by the University and the City and their respective successors and assigns.

10. DEFAULT/REMEDIES: If the University fails to complete any maintenance as required by this Agreement within a reasonable time period, the City has the right to complete the maintenance and charge the costs of such maintenance either as a direct charge to the University or a special charge or special assessment levied upon the Owner's Property.

11. 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, gender identity, 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, sexual orientation, gender identity or national origin.

12. AUTHORITY: The University represents that it has the authority to enter into this Agreement and the person signing on behalf of the University represents and warrants that he or she has been duly authorized to bind the University and sign this Agreement on the University's behalf.

13. COUNTERPARTS; ELECTRONIC DELIVERY: This Agreement and any document executed in connection herewith may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same document. Signatures on this Agreement may be exchanged between the Parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Agreement may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Agreement may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the Parties hereto, whether or not a hard copy is also delivered. Copies of this Agreement, fully executed, shall be as valid as an original.

[Signatures on next pages]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

The Board of Regents of the University of Wisconsin System

By: _____
(signature)

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss
COUNTY OF DANE)

Personally came before me this ___ day of, 2026, _____, Vice Chancellor for_____, to me known to be such persons who executed the foregoing instrument and acknowledged that they executed the same as such officers, by its authority for the purposes therein contained.

_____

Notary Public Dane County, Wisconsin
My Commission Expires: _____

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, the City Clerk, on behalf of the City of Madison, are authenticated on this _____day of _____, 202__.

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

This document contains the use of electronic signatures

Execution of this Agreement by City was authorized by Resolution Enactment No. RES-__-_____, ID No. _____, adopted by the Common Council of the City of Madison on _____, 202__.

Exhibit A

Affected Property Legal Description

Lot 1, Dane County Certified Survey Map No. 10494, recorded in Volume 62 of Certified Surveys, pages 88 – 93 as Document No. 3525323, Dane County Register of Deeds, in the City of Madison, Dane County, Wisconsin.

Exhibit B

Maintenance Area

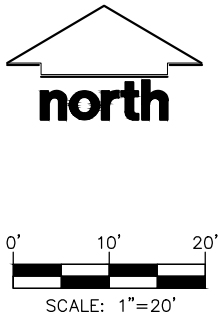
EXHIBIT B

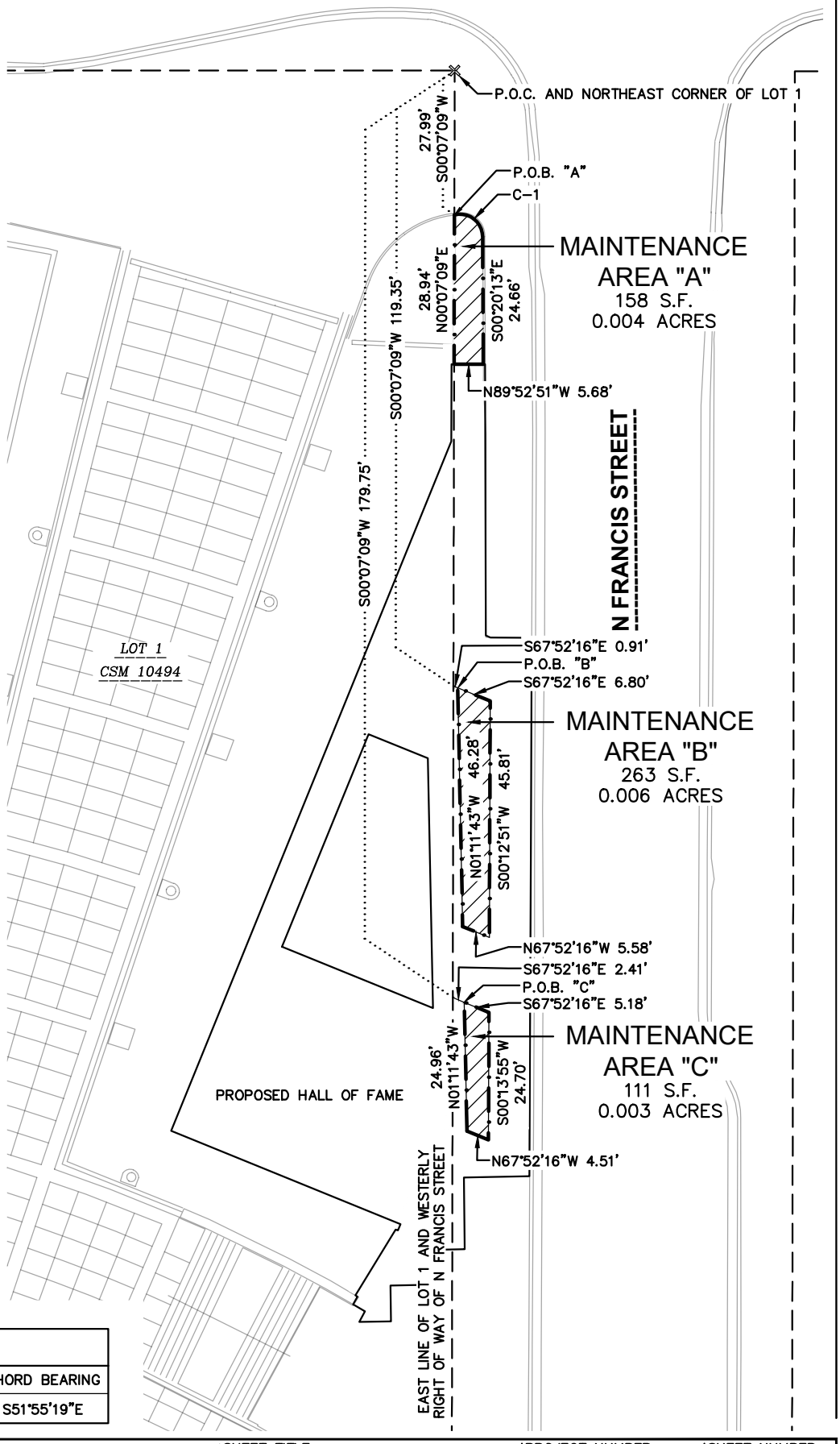
LEGEND

⊠	CHISELED 'X'
— — — —	RIGHT-OF-WAY LINE
	MAINTENANCE AREA
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING

NOTES

1. BEARINGS FOR THIS SURVEY AND MAP ARE REFERENCED TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF WISCONSIN AND SOUTHERN RAILROAD, RECORDED AS N68°18'48"W.





CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING
C-1	8.07'	4.33'	106°40'14"	6.95'	S51°55'19"E

JSD
MADISON REGIONAL OFFICE
507 WEST VERONA AVENUE, SUITE 500
VERONA, WISCONSIN 53593
P. 608-848-5060

PROJECT:	UW KOHL CENTER HALL OF FAME 601 W. DAYTON STREET MADISON, WI
SHEET TITLE:	EXHIBIT B MAINTENANCE AGREEMENT
PROJECT NUMBER:	25-15820
DRAWN BY:	CMD
DATE:	05-28-2026
SHEET NUMBER:	1

File: \\JSDINC\projects2\2025\2515820\DWG\Survey Sheets\2515820 Mait Agreement.dwg Layout: 8.5x11 Exhibit User: colton.darwin Plotted: Jun 04, 2026 - 1:30pm

SMITHGROUP

EXHIBIT B CONTINUED

PLANTING IDENTIFICATION WITHIN MAINTENANCE AREA
DRAWING TITLE

N/A
ISSUED WITH

N/A
DRAWING NUMBER

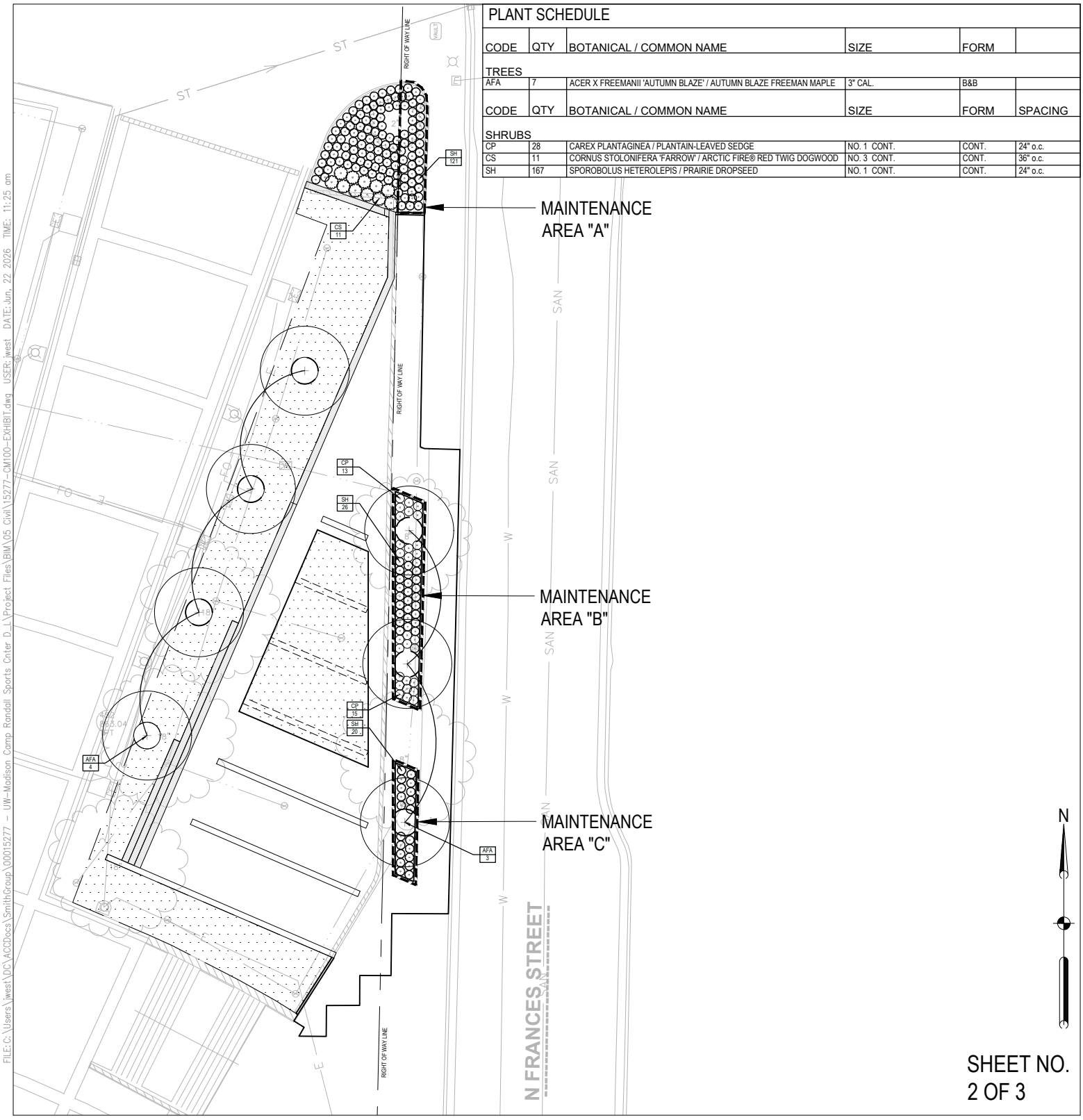
N/A
DRAWING REFERENCE

HALL OF FAME RELOCATION PLAN
PROJECT NAME

SCALE 0' 15' 30'
DRAWING SCALE

22D5A
PROJECT NUMBER

5-28-2026
DATE



PLANT SCHEDULE

CODE	QTY	BOTANICAL / COMMON NAME	SIZE	FORM	
TREES					
AFA	7	ACER X FREEMANII 'AUTUMN BLAZE' / AUTUMN BLAZE FREEMAN MAPLE	3" CAL.	B&B	
CODE	QTY	BOTANICAL / COMMON NAME	SIZE	FORM	SPACING
SHRUBS					
CP	28	CAREX PLANTAGINEA / PLANTAIN-LEAVED SEDGE	NO. 1 CONT.	CONT.	24" o.c.
CS	11	CORNUS STOLONIFERA 'FARROW' / ARCTIC FIRE® RED TWIG DOGWOOD	NO. 3 CONT.	CONT.	36" o.c.
SH	167	SPOROBOLUS HETEROLEPIS / PRAIRIE DROPSEED	NO. 1 CONT.	CONT.	24" o.c.

SHEET NO.
2 OF 3

FILE: C:\Users\jwest\DC\ACCDocs\SmithGroup\00015277 - UW-Madison Camp Randall Sports Cnter D_1\Project Files\BIM\05 Civil\15277-CM100-EXHIBIT.dwg USER: jwest DATE: Jun, 22 2026 TIME: 11:25 am

EXHIBIT B Continued
MAINTENANCE AGREEMENT AREAS
Legal Description

Maintenance Agreement Areas within the N Francis Street public right of way adjacent to Lot 1, Dane County Certified Survey Map No. 10494, recorded in Volume 62 of Certified Surveys, pages 88 – 93 as Document No. 3525323, Dane County Register of Deeds, located in the Southeast Quarter of the Northwest Quarter of Section 23, Township 07 North, Range 09 East, City of Madison, Dane County, Wisconsin, more particularly described as Maintenance Areas "A", "B", and "C" as follows:

Maintenance Area "A":

Commencing at the Northeast corner of Lot 1, Certified Survey Map No. 10494, Recorded in Volume 62 of Certified Survey Maps, Pages 88-93, as Document No. 3525323; thence S00°07'09"W along the East line of said Lot 1, also being the Westerly right of way line of N Francis Street, 27.99 feet to Point of Beginning "A" and a point of curvature; thence along an arc to the right 8.07 feet, having a radius of 4.33 feet, and a chord bearing S51°55'19"E, 6.95 feet; thence S00°20'13"E, 24.66 feet; thence N89°52'51"W, 5.68 feet to East line of Lot 1, and the Westerly right of way line of N Francis Street; thence N00°07'09"E along said line, 28.94 feet to Point of Beginning "A".

Said Area "A" contains 158 square feet or 0.004 acres.

Maintenance Area "B":

Commencing at the Northeast corner of Lot 1, Certified Survey Map No. 10494, Recorded in Volume 62 of Certified Survey Maps, Pages 88-93, as Document No. 3525323; thence S00°07'09"W along the East line of said Lot 1, also being the Westerly right of way line of N Francis Street, 119.35 feet; thence S67°52'16"E 0.91 feet to Point of Beginning "B"; thence S67°52'16"E, 6.80 feet; thence S00°12'51"W, 45.81 feet; thence N67°52'16"W, 5.58 feet; thence N01°11'43"W, 46.28 feet to Point of Beginning "B".

Said Area "B" contains 263 square feet or 0.006 acres.

Maintenance Area "C":

Commencing at the Northeast corner of Lot 1, Certified Survey Map No. 10494, Recorded in Volume 62 of Certified Survey Maps, Pages 88-93, as Document No. 3525323; thence S00°07'09"W along the East line of said Lot 1, also being the Westerly right of way line of N Francis Street, 179.75 feet; thence S67°52'16"E, 2.41 feet to Point of Beginning "C"; thence S67°52'16"E, 5.18 feet; thence S00°13'55"W, 24.70 feet; thence N67°52'16"W, 4.51 feet; thence N01°11'43"W, 24.96 feet to Point of Beginning "C";

Said Area "C" contains 111 square feet or 0.003 acres.