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GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
HABIR MALIK  
299 S MAIN ST STE 2420  
SLC UT 84111  
BY: JCR, DEPUTY - W 5 P.

RECORDED  
AUG 17 2012  
CITY RECORDER

## MAINTENANCE AGREEMENT

This MAINTENANCE AGREEMENT is made and entered into as of this 20<sup>th</sup> day of July 2012, by and between the SALT LAKE CITY CORPORATION, a Utah municipal corporation (hereinafter referred to as the "City"), and WOODMEN PROPERTIES L.L.C., a Utah limited liability company (hereinafter referred to as "Woodmen").

### RECITALS

#### I.

WHEREAS, the City has been granted by Woodmen a non-exclusive easement for public pedestrian and non-motorized vehicle ingress and egress over the paved walkway as shown on **Exhibit "A"** attached hereto (the "Walkway").

### AGREEMENT

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. Construction of Walkway. Woodmen shall construct the Walkway at its own cost and expense.
2. Ordinary Maintenance of the Walkway. Woodmen shall perform at its expense the ordinary maintenance of the Walkway such as snow removal, removal of leaves and debris. The City shall be responsible for any necessary repair or replacement of the concrete paving on the Walkway and attached railing.
3. Notice of Lack of Maintenance or Repair. The City shall give Woodmen thirty (30) days' written notice regarding any lack of ordinary maintenance of the Walkway and Woodmen shall give City thirty (30) days' written notice regarding any lack of repair or replacement of the concrete paving on the Walkway or the attached railing.
4. Failure to Perform. In the event either party fails to timely perform their maintenance, repair or replacement obligations of the Walkway after receiving thirty (30) days written notice from the other, the other party may perform said work and the party responsible for such work will reimburse the performing party for the actual reasonable costs incurred by the performing party in connection with such work within thirty (30) days of receipt of a detailed statement reflecting such costs.

5. Emergency Repairs. In the event that any emergency repairs must be made to the Walkway, pavement or railing, Woodmen may perform said work and the City will reimburse Woodmen for the actual costs incurred by Woodmen in connection with such repairs within thirty (30) days of receipt of a detailed statement reflecting such costs.

6. Indemnification. Woodmen shall indemnify, defend, save and keep harmless the City from and against all claims, losses, damages, or expenses, including but not limited to attorney fees, for any injury, sickness, disease, or death of persons or damage to, destruction of a loss of use of tangible or intangible property on account of, arising out of or resulting from the construction or ordinary maintenance of the Walkway performed by Woodmen, its contractors, employees, agents or others acting on behalf of Woodmen. The City shall indemnify, defend, save and keep harmless Woodmen from and against all claims, losses, damages, or expenses, including but not limited to attorney fees, for any injury, sickness, disease, or death of persons or damage to, destruction of a loss of use of tangible or intangible property on account of, arising out of or resulting from the City's repair obligations hereunder and/or from the public use of the Walkway and/or from the negligent acts of the City's officers, agents or persons acting on behalf of the City.

7. Notices and Demands. A notice to Woodmen under this Agreement by a party to the other party shall be deemed delivered on the date it is postmarked, sent postage prepaid, certified or registered mail, or delivered personally to the following addresses, or at such other address that Woodmen may from time to time designate in writing:

As to Woodmen: Woodmen Properties L.L.C.  
c/o Woodbury Corporation  
2733 East Parleys Way, Suite 300  
Salt Lake City, Utah 84109  
Attention: General Counsel


As to City: Salt Lake City Corporation  
Property Management  
PO Box 145460  
Salt Lake City, Utah 84114-5460

*[Signature Pages to Follow]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

Executed by City this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

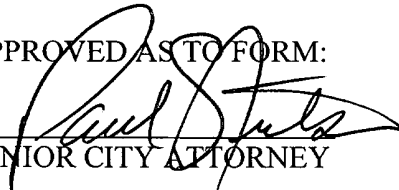
SALT LAKE CITY CORPORATION

  
\_\_\_\_\_  
Mayor

ATTEST AND COUNTERSIGN:

*Chief Deputy*  
  
\_\_\_\_\_  
CITY RECORDER

APPROVED AS TO FORM:

  
\_\_\_\_\_  
SENIOR CITY ATTORNEY

RECORDED

AUG 17 2012

CITY RECORDER



IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

Executed by Woodmen, this 20<sup>th</sup> day of July, 2012.

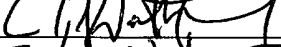
**WOODMEN PROPERTIES L.L.C., a Utah limited liability company**

BY: WOODBURY STRATEGIC PARTNERS FUND, L.P.,  
a Delaware limited partnership, Its Sole Member

By: WSP TRUFFLES L.L.C., a Delaware limited liability  
company, its General Partner

By: WOODBURY STRATEGIC PARTNERS  
MANAGEMENT L.L.C., a Utah limited liability  
company, its Manager

By: WOODBURY CORPORATION, a Utah  
corporation, its Manager

By:   
E. Taylor Woodbury, Treasurer

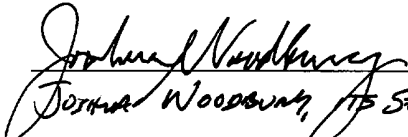
By:   
Joshua Woodbury, Its Secretary

EXHIBIT "A"

