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EXHIBIT "5"
AGREEMENT REGARDING WORK IN AND USE OF
THE PUBLIC WAY (Street Agreement)

#8599
83 C-248

APPROVED
JUL 8 1983
CITY RECORDER

THIS AGREEMENT, made and entered into as of the 27th day of June, 1983, by and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah, hereinafter referred to as "COUNTY" and SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah, hereinafter referred to as "CITY".

W I T N E S S E T H:

WHEREAS, COUNTY is involved with the construction of a public works project undertaken for the expansion of the Salt Palace which requires the closure, excavation and reconstruction of 200 West Street, a CITY street below surface grade, which public street is hereinafter referred to as "STREET" and described as follows:

PARCEL K - 200 West Street from South Temple to 200 South Street (0-200 South)

Beginning at the northwest corner of Block 77, Plat A, SLC Survey; thence South along the west line of said Block and Block 68 to the southwest corner of Block 68, said Plat; thence West 132 feet, more or less, to the southeast corner of Block 67, said Plat; thence North along the east line of Blocks 67 and 76 to the northeast corner of Block 76, said Plat "A"; thence East 132 feet, more or less, to the point of beginning.

WHEREAS, CITY has authorized commencement of certain work in the STREET on a temporary basis, based on certain understandings with COUNTY, which are reduced to formal binding agreement, herein.

NOW, THEREFORE, it is hereby agreed as follows:

1. UTILITY RELOCATION. COUNTY assumes all responsibility for coordination with all utility companies with lines in 200 West Street such that all utility relocations, changes, service disruptions, etc., are coordinated ahead of the street closure and removals of the utility lines. COUNTY shall bear any and all liability for damages caused by disruption of service, breakage, etc.

2. DRAINAGE SYSTEM. COUNTY, at its own expense, shall be responsible to equip, install, operate and maintain the underpass drainage system in the STREET. This will include acquisition, installation, replacement, operation and maintenance of two alternative drainage sump pumps and an alarm system attached to emergency

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power sources, together with the integrated drainage outfall line to the point where storm water is discharged to 100 South Street. If emergency conditions require immediate closure or restriction of or upon the STREET, COUNTY will immediately close and barricade the STREET to traffic and give immediate notice by telephone to the CITY's Street Department supervisor on duty.

3. 200 WEST STREET - SNOW/ICE CONTROL AND REMOVAL. Because of the concept of accommodating the Project's expansion at grade and reconstructing 200 West Street below grade, a snow/ice prevention system or technique is anticipated to be incorporated into final plans approved by the CITY. With regard to the approval, it is in part based upon COUNTY assuming the following obligations:

A. ACQUISITION, OPERATION AND MAINTENANCE. COUNTY agrees to assume all expense and responsibility for operating and maintaining the STREET's snow/ice prevention automatic system or technique approved by the CITY, including related equipment acquisition, installation, operation, maintenance and replacement. This prevention system or technique will cover all northbound lanes of 200 West Street from Station 11+00 to Station 12+35, (approximately 135 feet), and may include automatic temperature sensors. In the event temperature sensors are utilized as part of the automatic system, CITY reserves right to require change in thermostat temperature within design standard ranges, if needed, to eliminate or facilitate snow or ice removal/control.

If the permanent automatic system or technique finally approved by the CITY becomes ineffective or inoperable, COUNTY shall be responsible to immediately provide a system of manual removal and prevention control equivalent, insofar as possible, to the permanent, automatic system pending its repair. If the permanent system cannot be repaired within fifteen (15) days of the malfunction, COUNTY agrees to submit a complete interim plan for continuance of a manual system pending the repair/replacement to the CITY for its approval. COUNTY, at its expense, shall implement the interim

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plan pending repair as it may be approved or revised by the CITY.

If the repair is so substantial as to involve tear-up and basic reconstruction of the STREET and system, or if the system is obsolete so that a replacement is necessary or desirable, the CITY agrees to consider alternative methods of providing equivalent snow/ice prevention or control that COUNTY may propose at its expense. The CITY prefers an automatic system, for the alternative must provide protection equivalent to that of the original system under normal operating conditions, but such approval shall not be unreasonably denied if equivalency is proved. The CITY must approve the scheduling of approved work that involves work in or closure of the public way. The approved work shall be completed as soon as possible or appropriate. In the event COUNTY lacks sufficient funds to replace the heating system within that fiscal year, it will, within mill levy limits and financial requirements for statutorily imposed mandates, budget funds for repair or replacement of the heating system in the next fiscal year or as soon thereafter as possible.

B. ASSISTANCE WITH SNOW REMOVAL. COUNTY agrees to assist CITY in snow removal and ice control on 200 West between South Temple and First South. COUNTY has parking lot snow-removal equipment on site at the Salt Palace. The COUNTY shall be responsible to man and use same as necessary to plow, salt and sand the STREET until regular CITY heavy equipment responds under CITY's normal priority. COUNTY shall also use said equipment as necessary on a residual basis to keep the underpass clear and safely accessible. If emergency conditions require immediate closure or traffic restriction, COUNTY will immediately close and barricade the STREET to traffic and give immediate notice by telephone to the CITY Street Department supervisor on duty.

C. MAINTENANCE PLAN. COUNTY represents that specifications have been designed into the STREET and related im-

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provements affecting the accoustical properties of the exhibition halls and elements of the STREET's heating/snow removal/ice control and drainage systems. CITY and COUNTY shall develop a plan for roadway maintenance to identify appropriate methods and related time frame to avoid or minimize impairment of said properties and interference with COUNTY's exhibit hall activities. Except as provided to the contrary in this Street Agreement, CITY shall be responsible, within its budget and appropriations for said purpose, for the maintenance of the roadway surface (excluding sidewalk) in compliance with said maintenance plan.

Said plan is to determine methods and related time frames of maintenance. It does not establish the standards of care. Said Agreement is not for the benefit of any third parties and third parties may not rely upon the terms of this Agreement as establishing standards of care or maintenance.

4. TRAFFIC-RELATED ISSUES DURING CLOSURE.

A. CITY's authorization of closure of the STREET is for a period not to exceed one year. COUNTY is obligated to have the STREET reconstruction completed and open to traffic on or before June 1, 1983.

B. Street lighting on First South and South Temple is not to be disturbed during construction. The street and sidewalk lighting design for the approaches and under the structure has not been completed. COUNTY's project lighting consultant has been directed to work with the CITY Traffic Engineer's Office to complete an acceptable design for CITY review as soon as possible. When approved, the street lighting plan shall be part of final street construction drawings.

C. Computerized traffic signal control conduit and cable lines under 200 West must be replaced, at COUNTY's expense, and be functional for use by December 1, 1982, in accordance with final drawings and specifications approved by CITY.

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5. GENERAL PROVISIONS AND ENFORCEMENT.

A. Work will be scheduled in such a way that the STREET underpass and reconstruction will be completed and the STREET open to traffic no later than June 1, 1983.

B. CITY reserves right of final review and approval of all remaining drawings and specifications concerning work in the public way before any permit or work for further construction in the STREET is allowed. Inasmuch as COUNTY is fast-tracking construction under partial permits, no construction work other than work approved by the partial permit shall be permitted.

C. COUNTY will provide CITY Engineer copies of its inspection reports of work and materials testing being done in the public way as soon as each report becomes available, (at least on a weekly basis).

D. CITY reserves the right to have access and right of entry to and inspect on a periodic and emergency basis, the STREET's heating/snow removal and drainage systems and to order COUNTY to maintain the same in good, effective operating conditions. After reasonable notice, if COUNTY fails to correct any conditions, CITY may undertake any work it deems necessary at COUNTY's expense subject to the provisions of 3.A. above.

E. COUNTY agrees to comply with all CITY ordinances, regulations, statutes and applicable regulations relevant to construction and operation of the Salt Palace Expansion Project and related public way improvements; and to construct according to the plans and specifications approved by the CITY.

F. By making land available for the use of the Salt Palace Project, the CITY is accommodating, but is not participating as a coventurer or in the management or operation of the Salt Palace. Therefore, COUNTY hereby agrees to indemnify, defend and save harmless, and does hereby indemnify and save CITY, together with its officers, agents and employees, harmless from all costs, loss, damage and expense,

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including attorney's fees, of every kind and nature arising out of or connected with the COUNTY's possession of, construction upon, maintenance, removal or use of CITY's property conveyed by title or easement herein, or COUNTY's obligations under this Agreement. COUNTY will, upon demand from the CITY, assume the defense of the CITY of any action instituted against CITY because of the existence of the Agreements, possession or use of CITY's property or any alleged violations of the COUNTY's obligations under the terms of this Agreement.

COUNTY's obligation to defend and/or indemnify CITY shall not extend to actions arising out of negligent acts or omissions of CITY's agents or employees. Provided, however, that if CITY tenders a defense which COUNTY refuses on the ground that negligence by CITY agents or employees may be alleged or involved in the action and the party making such allegation does not prevail against the CITY on the ground of such negligence, then COUNTY shall be responsible to pay CITY for all of its attorney's fees and costs associated with the defense of the action.

CITY agrees to and does hereby indemnify, defend and save harmless COUNTY, together with its officers, agents and employees for any and all claims, loss, damage and expense, including attorney's fees, that may arise out of CITY's breach of its obligations, if any, under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

APPROVED

SALT LAKE COUNTY

JUL 8 1983

ATTEST:

CITY RECORDER

By

D. Michael Stewart
D. MICHAEL STEWART, Chairman
Board of County Commissioners

Dixon Hindley
DIXON HINDLEY
Salt Lake County Clerk

SALT LAKE CITY CORPORATION

ATTEST:

By

Fed L. Wilson
FED L. WILSON, Mayor

Heidi Marshall
CITY RECORDER

APPROVED AS TO FORM

BY J. [Signature]
DATE 7/7/83

*APPROVED AS TO FORM
Salt Lake County Attorney's Office
Date 5-16-83
[Signature]
County Attorney

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STATE OF UTAH)
 : ss.
County of Salt Lake)

On the 20 day of June, 1983, personally appeared before me D. MICHAEL STEWART, who being by me duly sworn, did say that he is the Chairman of the Board of Salt Lake County Commissioners and that the within and foregoing instrument was signed in behalf of SALT LAKE COUNTY by authority of said Board at a regular meeting held on the 20th day of June, 1983, and that the said D. MICHAEL STEWART acknowledged that SALT LAKE COUNTY executed the same and that the seal affixed is the seal of said COUNTY.

Joseph H. Larimer
NOTARY PUBLIC, Residing in
Salt Lake County, Utah

My Commission Expires:

Aug 30, 1984

STATE OF UTAH)
 : ss.
County of Salt Lake)

On the 8th day of July, 1983, personally appeared before me TED L. WILSON and KATHRYN MARSHALL, who being by me duly sworn, did say that they are the Mayor and City Recorder, respectively, of SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah, and said persons acknowledged to me that said corporation executed the same.

Margaret M. Miller
NOTARY PUBLIC, Residing in
Salt Lake County, Utah

My Commission Expires:

11-13-85

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REC'D OF NEP
S L City Recorder
KATIE LARIMER
RECORDED
SALT LAKE COUNTY
UTAH

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