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MODIFICATION TO PEDESTRIAN AND BIKE PATH EASEMENT

9 MODIFICATION TO PEDESTRIAN AND BIKE PATH EASEMENT made this day of December, 1996, by The Federal Pointe Homeowners' Association, a Utah, non-profit corporation (hereinafter referred to as "Association"), Watts 89, Inc., a Utah Corporation (hereinafter referred to as "Watts"), and Salt Lake City, a Utah municipality (hereinafter referred to as "City").

RECITALS:

A. On or about the 5th day of April, 1993, Watts acquired that certain real property commonly known as "Federal Pointe Subdivision," which property is located in Salt Lake City, Salt Lake County, State of Utah, and more particularly described on Exhibit "A" attached hereto.

B. City claims that certain prescriptive easements for hiking and other recreational uses traversed Federal Pointe Subdivision, and that as a condition to approval of the Federal Pointe Subdivision, the City and Watts desired to locate and define such easements.

C. On or about the 5th day of April, 1993, Watts filed in the offices of the Salt Lake County Recorder, as Entry No. 5482975, in Book No. 6644, beginning at Page 1364, that certain Declaration of Covenants, Conditions and Restriction of The Federal Pointe Subdivision (the "Declaration"), which, among other matters, provided for the creation of The Federal Pointe Homeowners' Association, a Utah nonprofit corporation (herein "Association").

D. Simultaneously with the filing of the Declaration, Watts filed in the offices of the Salt Lake County Recorder, as Entry No. 548297, in Book No. 93-4, beginning at Page 69, a Subdivision Plat for Federal Pointe P.U.D. (the "Plat"), which Plat, among other matters, granted to City a Bike Path Easement twenty feet in width, as shown on the Plat.

E. Watts and the Association, with the consent of the City, desire to amend certain provisions regarding the Pedestrian and Bike Path Easement as it traverses Federal Pointe Subdivision, all in accordance with the provisions hereinafter set forth.

F. Watts and Association desire to confirm that they have granted the Pedestrian and Bike Path Easement with the express intent of making the Pedestrian and Bike Path Easement available to

the public for recreational purposes solely under conditions which limit and/or preclude liability to Watts and Association for uses thereof as more particularly set forth in Sections 57-14-1, et. seq., Utah Code Annotated (1994), as may be subsequently amended (the "Act").

NOW THEREFORE, in consideration of these premises, the original conveyance of the Pedestrian and Bike Path Easement, and Ten Dollars paid by City simultaneously with the execution hereof, the sufficiency and receipt of which is hereby acknowledged, the parties acknowledge and agree as follows:

1. As a condition to the approval of Federal Pointe Subdivision, and to define the location of claimed prescriptive easements at the location of the historical trails, City acquired a Pedestrian and Bike Path Easement within Federal Pointe Subdivision as more particularly described upon the Plat.

2. The Pedestrian and Bike Path Easement was granted to City solely for recreational purposes for the benefit of the public in accordance with the Act. As such, City acknowledges and agrees that under no circumstances shall City or any successor thereto have the right to assess any charge, price, or fee for the use of the Pedestrian and Bike Path Easement.

3. By this Agreement, the Pedestrian and Bike Path Easement is now modified to include, on a non-exclusive basis, all paved streets located within Federal Pointe Subdivision. The City acknowledges that residents of Federal Pointe Subdivision and their respective guests and invitees shall continue to use all such paved streets for vehicular and pedestrian traffic. The Association further reserves the right to use such streets for all other purposes incidental to and necessary for the use of Federal Pointe Subdivision.

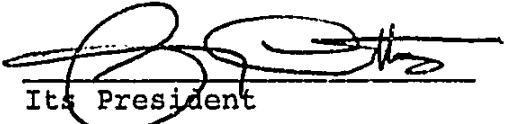
4. The City shall have complete control over the use, maintenance, and operation of the Bike Path and shall have the right to post signs at Pedestrian and Bike Path Easement entrances to Federal Pointe Subdivision regarding any restrictions, uses, and/or cautions regarding the use of such Pedestrian and Bike Path Easement. Association reserves the right to maintain its streets. Watts and Association shall have no obligation to make any representations or extend any assurances regarding the safety of the Pedestrian and Bike Path Easement. The Association, however, shall reasonably maintain and repair all roads within Federal Pointe Subdivision to keep them safe and accessible for individuals using the Pedestrian and Bike Path Easement.

5. Watts and the Association disclaim the following: (i) any and all responsibility to police, maintain and/or operate the Bike Path and the easement granted therefore; (ii) any duty of care to

any user of the Pedestrian and Bike Path Easement; (iii) any responsibility or liability for injury to persons or property caused by any act or omission of any person using the Pedestrian and Bike Path Easement; and (iv) any duty to limit or curtail other uses of Federal Pointe Subdivision and lots located therein, by virtue of the grant of the Pedestrian and Bike Path Easement. This disclaimer shall not excuse or protect the Association from negligence or failure to maintain and repair the roads within Federal Pointe Subdivision as set forth above..

IN WITNESS WHEREOF, Watts, Association, and City have caused this instrument to be signed by their duly authorized officers the day and year first above appearing.

WATTS 89, INC., a Utah corporation

By: 
Its President

FEDERAL POINTE HOMEOWNER'S ASSOCIATION, a Utah non-profit corporation

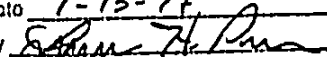
By: 
Its President

SALT LAKE CITY CORPORATION, a Utah municipal corporation

By: 
Director of Management Services

Attest:

Salt Lake City Recorder

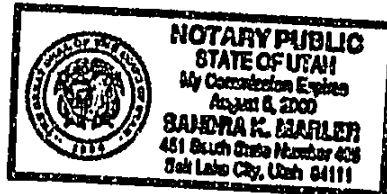
APPROVED AS TO FORM
Salt Lake City Attorney's Office
Date 1-13-97
By 

STATE OF UTAH)
 : SS
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 19th day of December, 1996, by Roger Black, Director, Mgt. Services and _____ as Recorder of Salt Lake City Corporation, a Utah municipal corporation, who further acknowledged to me that said corporation executed the same.

Sandra K. Marler
NOTARY PUBLIC, Residing at:
Sl. County

My Commission Expires:

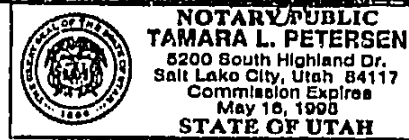


STATE OF UTAH)
 : SS
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 19th day of December, 1996, by Greg Watts as President of Watts 89, Inc. a Utah Corporation, who further acknowledged to me that said corporation executed the same.

Tamara L. Petersen
NOTARY PUBLIC, Residing at:
5200 So Highland Dr.

My Commission Expires:
5/16/98



STATE OF UTAH)
 : SS
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 19th day of December, 1996, by Kurt L. Larson as President of Federal Pointe Homeowner's Association, a Utah non-profit Corporation, who further acknowledged to me that said corporation executed the same.

Tamara L. Petersen
NOTARY PUBLIC, Residing at:
5200 So Highland Dr.

My Commission Expires:
5/16/98

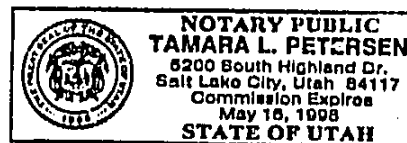


EXHIBIT "A"

BEGINNING at a point with the State Plane Rectangular Coordinates of X=891,239.629 and Y=1,905,078.264 based on the Lambert Conformal Projection, Utah Central Zone and said point is further described as North 00°15'41" East 1017.99 feet along the West boundary of Fort Douglas Military Reservation and South 89°44'28" East 2481.76 feet along the North Military Reservation boundary from United States Military Monument No. 13, said Monument No. 13 being South 00°12'58" West (bearing base) 496.58 feet along the monument line of Virginia Street and North 89°44'19" West 56.58 feet from the recorded monument at the intersection of Eleventh Avenue (from the west) and Virginia Street; thence South 89°44'28" East 1286.60 feet along the North boundary line of the Fort Douglas Military Reservation; thence South 00°14'38" West 1015.40 feet to the North line extended of Federal Heights Plat "F"; thence North 89°46'50" West 1286.60 feet along said North line of Federal Heights Plat "F"; thence North 00°14'38" East 392.29 feet; thence North 17°01'20" East 190.33 feet; thence North 11°05'56" East 145.35 feet; thence North 27°42'56" East 72.89 feet; thence North 17°01'20" East 140.00 feet; thence North 57°04'27" West 185.76 feet to the point of BEGINNING. Said parcel contains 28.7 acres.

ALSO DESCRIBED AS FOLLOWS:

BEGINNING at a point that is North 00°00'46" East 1017.99 feet along the West boundary of Fort Douglas Military Reservation and South 89°59'23" East 2481.76 feet along the North Military Reservation boundary from United States Military Monument No. 13, said Monument No. 13 being South 00°01'57" East (bearing base) 496.58 feet along the monument line of Virginia Street and North 89°59'14" West 56.58 feet from the recorded monument at the intersection of Eleventh Avenue (from the west) and Virginia Street; thence South 89°59'23" East 1286.60 feet along the North boundary line of the Fort Douglas Military Reservation; thence South 00°00'17" East 1015.40 feet to the North line extended of Federal Heights Plat "F"; thence South 89°58'15" West 1286.60 feet along said North line of Federal Heights Plat "F"; thence North 00°00'17" West 392.29 feet; thence North 16°46'25" East 190.33 feet; thence North 10°51'01" East 145.35 feet; thence North 27°28'01" East 72.89 feet; thence North 16°46'25" East 140.00 feet; thence North 57°19'22" West 185.76 feet to the point of BEGINNING. Said parcel contains 28.7 acres.

-FOR COPY-
CD RECORDER

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01/21/97 10:57 AM**NO FEE**
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
SL CITY PLANNING
REC BY: P ANDERSON , DEPUTY - WI

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