

When Recorded Return to:  
Meridian Title Company  
64 East 6400 South, Suite 100  
Salt Lake City, Utah 84107

ENT 184474:2003 PG 1 of 4 .11  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
2003 Nov 20 11:28 am FEE 27.00 BY SS  
RECORDED FOR MERIDIAN TITLE COMPANY

MTC FILE NO. 96173

**AMENDED  
BOUNDARY LINE AGREEMENT  
AND  
QUIT CLAIM**

THIS AGREEMENT is made this 18 day of November, 2003, by and between the following described parties: (a) Fieldstone Partners LLC; hereinafter referred to as Fieldstone; and (b) Fay T. Dearden, Donna W. Dearden, Alan W. Dearden and John F. Dearden, Trustees of the Fay T. Dearden Trust; and Donna Dearden, Fay T. Dearden, Alan W. Dearden and John F. Dearden, Trustees of the Donna W. Dearden Trust, hereinafter referred to as the Deardens.

**RECITALS**

**WHEREAS**, Fieldstone is the owner or has an ownership interest that it purchased from Sundial/Chrysalis/Jordan Landing in the following described property located in Utah County, Utah (herein referred to as the Fieldstone property), to-wit:

**“EXHIBIT A”**

Beginning at a point which is South 1515.11 feet and West 1209.05 feet from the Northeast corner of Section 13, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence South 00 degrees 07'00" East 769.78 feet; thence North 89 degrees 32'00" West 458.70 feet; thence South 00 degrees 57'00" West 757.02 feet to a fence line; thence North 89 degrees 17'01" West along said fence line 2296.76 feet; thence leaving said fence line North 00 degrees 46'56" East 298.34 feet; thence North 36 degrees 45'11" West along the extended line of a fence and along said fence line 455.25 feet; thence leaving said fence line North 56 degrees 42'35" East 106.32 feet; thence North 69 degrees 46'38" East 164.47 feet; thence North 39 degrees 55'46" East 65.41 feet; thence North 57 degrees 02'06" East 151.40 feet; thence North 03 degrees 56'07" West 4.80 feet; thence South 86 degrees 03'53" West 0.50 feet; thence North 01 degrees 26'26" West 609.06 feet; thence South 89 degrees 16'51" East 558.72 feet to a point of curvature with a 25.23 foot radius curve to the left; thence along the arc of said curve 46.34 feet through a central angle of 105 degrees 13'52", the chord of which bears South 39 degrees 26'50" West 40.09 feet; thence South 03 degrees 10'14" West 407.58 feet; thence South 89 degrees 19'36" East 1055.70 feet; thence North 00 degrees 05'22" West 438.62 feet; thence South 89 degrees 23'13" East 1072.97 feet to the point of beginning. (Being the proposed Jordan Willows Overall Property description.)

**WHEREAS**, Donna Dearden, Fay T. Dearden, Alan W. Dearden and John F. Dearden, Trustees of the Donna W. Dearden Trust; and Fay T. Dearden, Donna W. Dearden, Alan W. Dearden and John F. Dearden, Trustees of the Fay T. Dearden Trust are the owners or have an ownership interest in the following described property located in Utah County, Utah (herein referred to as the Dearden property), to-wit:

**EXHIBIT B**

Beginning at a point which is located 1052.15 feet North and 1206.23 feet West from the East quarter corner of Section 13, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence North 76 degrees 42' East 371.76 feet; thence South 89 degrees 34' East 427.51 feet to a fence line; thence North 00 degrees 08'28" East 1.72 feet along said fence line; thence North 89 degrees 40'54" West 788.55 feet along an existing fence line which fence line is the Southerly fence line of State Highway 73; thence South 00 degrees 29'19" West along an existing fence line 88.40 feet to the point of beginning.

Also:

Commencing at a point which is South 574.2 feet and West 423.6 feet from the East quarter corner of Section 13, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence South 89 degrees 13' West 672 feet; thence South 23' East 650 feet; thence South 01 degree 41' West 91.7 feet; thence South 89 degrees 08' West 608.9 feet; thence North 57' East 1709 feet; thence South 89 degrees 32' East 458.7 feet; thence North 07' West 678.8 feet; thence North 76 degrees 42' East 382.9 feet; thence South 89 degrees 34' East 415.8 feet; thence South 10' East 1708.7 feet to beginning.

**WHEREAS**, there has heretofore been an uncertainty and discrepancy in the actual boundary between the deed descriptions of the two properties owned by the parties as described above. Said uncertainty and discrepancy has been based on mesne deeds of record in the chain of the title of the respective parties hereto, as well as the actual location of an existing fence between the two properties.

**WHEREAS**, the prior owners of the property that Fieldstone owns caused a survey to be made of the Fieldstone property and the West Boundary of the Donna Dearden Property. Said property survey was done by RB&G Engineering, Inc. Pursuant to that survey, the prior owners (Sundial/Chrysalis/Jordan Landing executed with the Deardens a Boundary Line Agreement and Quit Claim; and that Agreement contained errors in the description of the beginning point of the Fieldstone Property and the common boundary.

**WHEREAS**, the parties hereto have reached an agreement with regard to the actual location of the common boundary between the two properties described above and desire to reduce said agreement to writing and to correct the errors in the prior Agreement;

**AGREEMENT**

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the adequacy

of which is hereby acknowledged the parties hereto STIPULATE AND AGREE AS FOLLOWS:

1. The parties agree that the Common Boundary between their respective parcels of property as described above is the following described line:

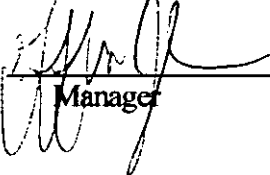
Beginning at a point which is South 1515.11 feet and West 1209.05 feet from the Northeast corner of Section 13, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence South 00 degrees 07'00" East 769.78 feet; thence North 89 degrees 32'00" West 458.70 feet; thence South 00 degrees 57'00" West 757.02 feet to a fence line.

2. Deardens do hereby stipulate and agree that Fieldstone is the owner in fee simple of the property described above on Exhibit "A" and referred to as the Fieldstone parcel; and Deardens do hereby remise, release and forever Quit-Claim to Fieldstone all of the Fieldstone property, all of which lies West of the above-described Boundary Line, including any and all property acquired after the execution and/or recording of this instrument under the doctrine of "after-acquired title".

3. Fieldstone does hereby stipulate and agree that Deardens are the owners in fee simple of the property described above on Exhibit "B" and referred to as the Dearden parcel and Fieldstone does hereby remise, release and forever Quit-Claim to Deardens all of their right, title and interest in and to all of the Dearden property, all of which lies East of the above-described Boundary Line, including any and all property acquired after the execution and recording of this instrument under the doctrine of "after-acquired title".


4. This agreement is made for the purposes of establishing a boundary line and is intended for that purpose and shall be binding upon the heirs, assignees and successors of the parties hereto.

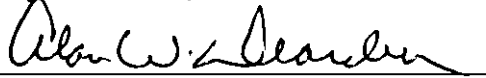
Fieldstone Partners LLC

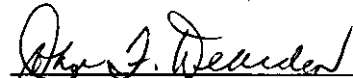
By:   
Manager

The Fay T. Dearden Trust by and through its Trustees

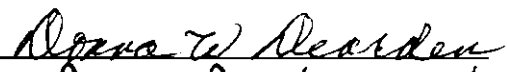
  
Fay T. Dearden, Trustee

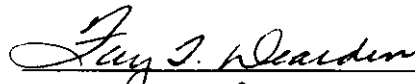
  
Donna W. Dearden, Trustee

  
Alan W. Dearden, Trustee

  
John F. Dearden, Trustee

The Donna W. Dearden Trust by and through its Trustees

  
Donna Dearden, Trustee

  
Fay T. Dearden, Trustee

Donna Dearden, Trustee

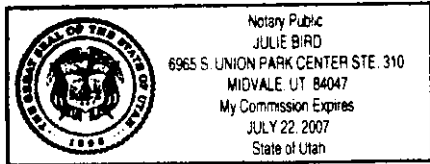
Fay T. Dearden, Trustee

Alan W. Dearden  
Alan W. Dearden, Trustee

John F. Dearden  
John F. Dearden, Trustee

STATE OF UTAH )  
  ):SS  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 20th day of November, 2003 by Griffin W. Johnson the Manager of Fieldstone Partners LLC, who duly acknowledged that said instrument was executed by authority.



[Signature]  
NOTARY PUBLIC

STATE OF UTAH )  
  ):SS  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 18th day of November, 2003 by Fay T. Dearden, Donna W. Dearden, Alan W. Dearden and John F. Dearden, Trustees of the Fay T. Dearden Trust; and Donna Dearden, Fay T. Dearden, Alan W. Dearden and John F. Dearden, Trustees of the Donna W. Dearden Trust, each of whom duly acknowledged that said instrument was executed by authority.

[Signature]  
NOTARY PUBLIC

