Recording Requested By; After Recording Return to:

KEYBANK NATIONAL ASSOCIATION

Home Builder Group

Mailcode: UT-51-CL-0120 1100 East 6600 South, Suite 120

Salt Lake City, UT 84121 Attn: Kirsten Carlson ENT 101073:2006 PG 1 of 11
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2006 Aug 07 4:53 pm FEE 330.00 BY SB
RECORDED FOR BARTLETT TITLE INSURANCE AG
ELECTRONICALLY RECORDED

AMENDMENT TO CONSTRUCTION DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS, AND FIXTURE FILING

THIS AMENDMENT TO CONSTRUCTION DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS, AND FIXTURE FILING (the "Amendment") is made as of July 26, 2006, by and among:

Grantor/Trustor:

FIELDSTONE HOMES UTAH, L.L.C,

1265 East Fort Union Blvd. #350 Cottonwood Heights, UT 84047

Address for Notice Purposes:

14 Corporate Plaza

Newport Beach, CA 92660

Grantee/Beneficiary:

KEYBANK NATIONAL ASSOCIATION

Home Builder Group Mailcode: UT-51-CL-0120 1100 East 6600 South, Suite 120

Salt Lake City, UT 84121

NOTICE TO RECORDER: THE DOCUMENT MODIFIED HEREBY CONTAINS A FIXTURE FILING AND IS FILED AND INDEXED IN THE REAL ESTATE RECORDS NOT ONLY AS A DEED OF TRUST/TRUST DEED, BUT ALSO AS A FIXTURE FILING. BOTH THE DEED OF TRUST/TRUST DEED AND THE FIXTURE FILING ARE BEING MODIFIED HEREBY.

Grantor/Trustor is also referred to herein as "Borrower" and Grantee/Beneficiary as "Lender".

Notice to Borrower: The Restated Notes secured by the deed of trust amended hereby contain provisions for a variable interest rate and include revolving lines of credit. Under the revolving lines, Lender will make periodic advances to Borrower, which may be repaid and subsequently re-advanced, subject to the terms and conditions of the Restated Notes and the other loan documents referenced below. The unpaid balance may from time to time be reduced to zero. A zero balance does not terminate the revolving line and the lien of this Deed of Trust will remain in full force notwithstanding such reductions. However, nothing herein shall be construed as obligating Lender to make any future advance to Borrower.

RECITALS

- A. Borrower obtained a revolving land acquisition, development, and residential construction borrowing base facility from Lender (the "Loan" or the "Facility") pursuant to the terms of a Revolving Land Acquisition, Development, and Residential Construction Borrowing Base Facility Agreement dated November 24, 2003 (the "Original Loan Agreement") and further evidenced by a Promissory Note dated November 24, 2003, in the original maximum principal amount of \$35,000,000.00 (the "Original Note"). The amount of the Loan was subsequently increased to \$55,000,000.00 and the Facility was otherwise modified pursuant to the terms of a Restated Revolving Land Acquisition, Development, and Residential Construction Borrowing Base Facility Agreement dated December 2, 2004, (as subsequently amended, the "Restated Loan Agreement") and a Restated Promissory Note of the same date (the "Restated Note").
- B. Pursuant to the First Amendment to Restated Borrowing Base Facility dated June 16, 2005, Borrower executed a new note with the same interest rate and payment terms as the Restated Note in an amount not to exceed \$7,000,000.00 under which Lender is to make all advances allowed under the terms of the Facility based on the Collateral Basis Amount of Non-Conforming Land, as defined in the Loan Agreement (the "Non-Conforming Land Note"); provided, however, that the outstanding principal balance of the Non-Conforming Land Note together with all other principal outstanding under the Borrowing Base Line of Credit Sub-Limit under the Facility shall at no time exceed the applicable Borrowing Base Line of Credit Sub-Limit as set forth in the Loan Agreement.
- C. Pursuant to the Second Amendment to Restated Borrowing Base Facility dated July 27, 2005, the maximum principal amount of the Facility was increased to \$70,000,000.00 and Borrower executed a second restated note for the Facility in the amount of \$70,000,000.00 (the "Second Restated Note") and a restated version of the Non-Conforming Land Note in an amount not to exceed \$7,000,000.00 (the "Restated Non-Conforming Land Note").
- D. Pursuant to the Fifth Amendment to Restated Borrowing Base Facility executed and dated concurrently herewith (the "Modification Agreement"), the maximum principal amount of the Facility was increased to \$80,000,000.00, and Lender and Borrower agreed to certain additional modifications to the terms of the Facility. In connection with the Modification Agreement, Borrower is executing a third restated note for the Facility in the amount of \$80,000,000.00 dated concurrently herewith (the "Third Restated Note" and, collectively, together with the Restated Non-Conforming Land Note, the "Restated Notes").
 - E. Borrower's obligations under the Facility are secured by the following:

County in which Document was Recorded	Recording No.
Salt Lake County	9450879
Davis County	2093859
Utah County 8453	9:2005 and 85256:2005
Weber County Tooele County	2158792 256611
	Document was Recorded Salt Lake County Davis County Utah County 8453 Weber County

Security Agreement, Assignment of Leases and Rents and Fixture Filing

(collectively, and including all duplicate originals and as amended, the "Deed of Trust"). Subsequent to the recording of the Deed of Trust, a portion of the property subject thereto may have been reconveyed from the lien of the Deed of Trust. That portion of the property described in the Deed of Trust that has not been reconveyed is referred to herein as the "Property".

- F. The Restated Loan Agreement, Restated Notes, Deed of Trust, Modification Agreement and all other documents evidencing, securing, or otherwise governing the Facility, as previously modified or amended, including any prior amendments, are referred to herein collectively as the "Loan Documents".
- G. Borrower now desires to enter into the Modification Agreement. As a condition of effectiveness of the Modification Agreement, Borrower is required to execute the Amendment to confirm the ongoing lien and validity of the Deed of Trust to secure the Loan Documents, as modified by the Modification Agreement.

AGREEMENTS

In consideration of the mutual promises, covenants, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. TERMINOLOGY. All capitalized terms used herein shall have the meaning given to them in the Loan Documents, unless a different meaning is assigned herein or required from the context in which such term is used.

2. AMENDMENT TO DEED OF TRUST.

- 2.1 The definition of the term "Loan Documents" as used in the Deed of Trust is hereby modified to include the Third Restated Note, the Modification Agreement, and this Amendment.
- 2.2 The Deed of Trust (and each of them) shall secure, without limitation, the making of all payments and the performance of all obligations under the terms of the Loan Documents as modified and amended by the Modification Agreement, including the increase in the Maximum Facility Amount to EIGHTY MILLION AND 00/100THS DOLLARS.
- Deed of Trust, and nothing in this Amendment, or done pursuant to this Amendment, shall affect or be construed to affect the lien of the Deed of Trust or the priority thereof as to the Property. Borrower shall provide, at Borrower's sole cost and expense, such modification, date down, spreading, or other endorsements to Lender's existing ALTA Extended Coverage Policy of Title Insurance as Lender may request insuring the first-lien position of the Deed of Trust as to all of the Property, with priority over all encumbrances not agreed to by Lender in writing. Borrower shall obtain such priority agreements, lien waivers, or other instruments from any and all parties who have performed work on or supplied materials to the Property, and shall execute such indemnity agreements, as may be required by the title company in connection with the issuance of such endorsements.
- 4. BORROWER WAIVERS. Borrower hereby specifically, unconditionally, and irrevocably waives and releases, to the extend permitted by applicable law, all rights and claims it may have in or to the Property as a homestead exemption or other exemption under and by virtue of any act or law now existing or which may hereinafter be passed in relation thereto, as well as all rights of a property owner granted under any statute or judicial decision that provides for allocation of condemnation proceeds between a property owner and a lienholder.
- 5. BINDING EFFECT. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

- 6. APPLICABLE LAW. This Amendment is to be construed in all respects and enforced according to the laws of the State of Utah, without regard to that state's choice of law rules.
- 7. ORAL AGREEMENTS NOTICE. ORAL AGREEMENTS, PROMISES OR COMMITMENTS TO: (1) LOAN MONEY, (2) EXTEND CREDIT, (3) MODIFY OR AMEND ANY TERMS OF ANY COMMITMENT OR THE LOAN DOCUMENTS, (4) RELEASE ANY GUARANTOR, (5) FORBEAR FROM ENFORCING REPAYMENT OF ANY LOAN OR THE EXERCISE OF ANY REMEDY UNDER THE LOAN DOCUMENTS, OR (6) MAKE ANY OTHER FINANCIAL ACCOMMODATION RELATING TO ANY LOAN ARE NOT ENFORCEABLE.

IN WITNESS WHEREOF, Borrower has executed this Amendment as the Grantor/Trustor hereunder, and as a Debtor under the Uniform Commercial Code, as of the date set forth above.

Grantor/Trustor/Debtor/Borrower:

FIELDSTONE HOMES UTAH, L.L.C., formerly known as Fieldstone Partners, L.L.C., a Utah limited liability company

By: Mame: Jeff Greenberg	
Title: Assistant Secretary	
Name: C. Alan Arthur	
Title: Chief Financial Office	ľ

STATE OF UTAH	ss.			
COUNTY OF	}			
On this	day ofand			appeared before me
me duly sworn (or affirme respectively, of FIELDSTOI instrument was signed in be and acknowledged to me that	NE HOMES UTAP	I, L.I.C, a Utah limit Nability company by	ed liability of	nd
SEAL		(Signature)		
	My	commission expires:_		

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)
On July 26, 2006, before me, P. J. Hamlin, Notary Public, personally appeared Jeff Greenberg and C. Alan Arthur, personally known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.
WITNESS my hand and official seal

Notary Public in and for said State

(SEAL)

OFFICIAL SEAL
P.J. HAMLIN
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 1502661
ORANGE COUNTY
My Commission Exp. July 20, 2008

Exhibit "A"

Property Description

The land referred to is located in **Utah** County, State of **Utah**, and is described as follows:

Parcel 1:

Lots 1, 2 and 51, Plat "A", Jordan Willows, a Planned Residential Subdivision, according to the official plat thereof on file and of record in the Utah County Recorder's Office.

Lots 52 thru 57, Plat "B", Jordan Willows, a Planned Residential Subdivision, according to the official plat thereof on file and of record in the Utah County Recorder's Office.

Lots 301 thru 319, Plat "K", Jordan Willows II, a Planned Residential Development, according to the official plat thereof on file and of record in the Utah County Recorder's Office.

Lots 323 thru 371, Plat "L", Jordan Willows II, a Planned Residential Development, according to the official plat thereof on file and of record in the Utah County Recorder's Office.

Lots 377 thru 446, Plat "M", Jordan Willows II, a Planned Residential Development, according to the official plat thereof on file and of record in the Utah County Recorder's Office.

Lots 447 thru 533, Plat "O", Jordan Willows II, a Planned Residential Development, according to the official plat thereof on file and of record in the Utah County Recorder's Office.

Parcel 2:

Lots 1 thru 147, Plat "A", Jessie's Brook Subdivision, Springville, Utah County, Utah, according to the official plat thereof on file in the office of the Utah County Recorder.

Parcel 3:

Lots 103, 104, 105, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178 and 179, Plat "A", Village at Spanish Fields Subdivision, Spanish Fork, Utah County, Utah, according to the official plat thereof on file in the office of the Utah County Recorder.

Lots 106, 114 and 179, Plat "A", Spanish Fields Subdivision, Spanish Fork, Utah County, Utah, according to the official plat thereof on file in the office of the Utah County Recorder.

Lots 201, 203, 204, 206, 208, 211, 251, 253, 257, 268, 281 and 288, Plat "B", Spanish Fields Subdivision, Spanish Fork, Utah County, Utah, according to the official plat thereof on file in the office of the Utah County Recorder.

Lots 303, 306, 307, 308, 310, 311, 312, 313, 314, 324, 327, 328, 329, 330, 331, 332, 333, 334, 335, 338, 340, 345, 349, 351, 353, 357, 358 and 359, Plat "C", Spanish Fields Subdivision, Spanish Fork, Utah County, Utah, according to the official plat thereof on file in the office of the Utah County Recorder.

All of Lots 401 thru 445, Plat "D", Spanish Fields Subdivision, Spanish Fork, Utah County, Utah, according to the official plat thereof on file in the office of the Utah County Recorder.

All of Lots 501 thru 587, Plat "E", Spanish Fields Subdivision, Spanish Fork, Utah County, Utah, according to the official plat thereof on file in the office of the Utah County Recorder.

All of Lots 601 thru 646, Plat "F", Spanish Fields Subdivision, Spanish Fork, Utah County, Utah, according to the official plat thereof on file in the office of the Utah County Recorder.

Parcel 4:

Lot 135, Pioneer Subdivision, Phase I, Eagle Mountain City, Utah County, Utah, according to the official plat thereof on file in the office of the Utah County Recorder.

Lot 3, 7, 31, 37, 38, 77, 84, 85, 86, 87, 89, 91, 92, 93 and 95, Pioneer Addition Subdivision, Phase IV, Eagle Mountain City, Utah County, Utah, according to the official plat thereof on file in the office of the Utah County Recorder.

Lot 132, Pioneer Addition Subdivision, Phase V (a), Eagle Mountain City, Utah County, Utah, according to the official plat thereof on file in the office of the Utah County Recorder.

Parcel 5:

Lots 100, 101 and 103, Spanish Vista Subdivision, Plat "F", a Residential Subdivision, Spanish Fork, Utah County, Utah, according to the official plat thereof on file and of record in the office of the Utah County Recorder.

Lots 128 thru 131, 137 thru 158, 168 thru 172 and 206, Spanish Vista Subdivision, Plat "G", a Residential Subdivision, Spanish Fork, Utah County, Utah, according to the official plat thereof on file and of record in the office of the Utah County Recorder.

Parcel 6:

A portion of property located in the Southwest quarter of Section 29, the Northwest quarter of Section 32, the Northeast quarter of Section 31, and the Southeast quarter of Section 30, Township 5 South, Range 2 East, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point at the Southeast corner of that B.W. Inc. and Brant property described in deed Entry Numbers 78740:2002 and 56937:2000 in the official records of Utah County located South 82.50 feet and West 594.00 feet from the Southeast corner of Section 30, Township 5 South, Range 2 East, Salt Lake Base and Meridian (Basis of Bearing= North 0°10'09" West along the Section from the Southeast corner to the East quarter of said Section 30); thence North along said B.W. Inc. and Brant deed line 437.32 feet to the Southerly line of that Anderson property described in deed Book: 3861, Page :460 in the official records of Utah County; thence along said Anderson property the following two courses: North 88°07'40" East 593.21 feet; thence North 88°07'40" East 572.26 feet to the Easterly line of that Anderson property described in deed Book: 3100, Page: 325 in the official records of Utah County; thence along said Anderson property the following four courses: South 0°51'46" East 952.72 feet; thence South 2°42'51" West 25.85 feet; thence South 84°33'03" West 75.32 feet; thence South 86°11'49" West 161.39 feet; thence South 0°15'51" West 21.83 feet to the centerline of an existing gravel road; thence South 85°41'00" West along said centerline 241.92 feet; thence North 8.70 feet to the Southeast corner of that Anderson property described in deed Book: 2173, Page 74 in the official records of Utah County; thence along said Anderson property and the extension thereof the following two courses: South 88°26'10" West 18.45 feet; thence South 85°53'15" West 683.95 feet to the Easterly line of that Blackhurst property described in deed Entry No. 3807:2004 in the official records of Utah County; thence North along said Blackhurst property 601.78 feet to the point of beginning.

Parcel 7:

A portion of property located in the Southwest 1/4 of Section 29, the Northwest 1/4 of Section 32, the Northeast 1/4 of Section 31, Township 5 South, Range 2 East, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point at the Southeast corner of that B.W. Inc. and Brant property described in Deed Entry Numbers 78740:2002 and 56937:2000 in the official records of Utah County located South 82.50 feet and West 594.00 feet from the Southeast Corner of Section 30, Township 5 South, Range 2 East, Salt Lake Base and Meridian (Basis of Bearing= North 0°10'09" West along the Section from the Southeast corner to the East 1/4 of said Section 30); thence South along that Blackhurst property described in Deed Entry No. 3807:2004 in the official records of Utah County 601.78 feet to the intersection with the extension of the Southerly line of that Anderson property described in Deed Book 2173, Page 74 in the official records of Utah County; thence along said Anderson property the following two courses: North 85°53'15" East 683.95 feet; thence North 88°26'10" East 18.45 feet; thence South 8.7 feet; thence North 85°41'00" East 241.92 feet to the intersection with the extension of the Westerly line of a certain Boundary Line Agreement described in Deed Entry No. 32535;2000 in the official records of Utah County; thence along said Boundary Line Agreement and it's extension South 0°15'51" West 478.08 feet to the intersection with a fence line; thence along said fence the following five courses: South 88°53'51" West 74.33 feet; thence South 87°39'04" West 273.44 feet; thence South 87°31'17" West 235.88 feet; thence South 87°56'36" West 306.66 feet: thence South 87°01'18" West 66.22 feet to the Easterly line of that Anderson property described in Deed Book 2328, Page 836-837 in the official records of Utah County; thence South 0°22'00" West along said Anderson property 286.55 feet to the intersection with the extension of the Northerly line of Plat "A", Goodfellow Corporation Subdivision as shown on Entry No. 9853, Map No. 7887 in the official records of Utah County; thence South 89°56'29" West along said subdivision 849.43 feet to the intersection with the extension of the Westerly line of that Harbor Enterprises Deed described in Deed Entry No. 187185:2003 in the official records of Utah County; thence North 49°48'28" West along said Harbor Enterprises deed line 72.42 feet to the Southerly line of Plat "A" of Safe and Secure Self Storage Subdivision as shown on Entry No. 176744:2003 Map No. 10242 in the official records of Utah County; thence along said subdivision boundary the following two courses: North 89°59'49" East 374.74 feet; thence North 0°11'57" East 452.33 feet; thence North 0°11'52" East 846.36 feet to an angle point on the said Harbor Enterprises deed line; thence along said Harbor Enterprises deed the following two courses: South 89°06'48" East 213.51 feet; North 3.36 feet to the intersection with the Southerly line of the B.W. Inc. and Brant property described in Deeds Entry Numbers: 78740:2002 and 56937:2000 in the official records of Utah County; thence East along said B.W. Inc. and Brant deed line 329.99 feet to the point of beginning.

Parcel 8:

A portion of the Southeast quarter of Section 23, Township 8 South, Range 2 East, Salt Lake Base and Meridian, in Spanish Fork, Utah, more particularly described as follows:

Beginning at a point on the Easterly line of that real property described in Deed Book 2665, at Page 652 in the official records of Utah County located South 1°08'36" West along the Section line 232.29 feet and West 970.67 feet from the East quarter corner of Section 23, Township 8 South, Range 2 East, Salt Lake Base and Meridian (Basis of Bearing = North 1°09'22" East along the Section line from the East quarter to the Northeast corner of said Section 23); thence along said Easterly line South 0°37'43" West 414.43 feet; thence South 83°05'03" West 24.44 feet to a fence line; thence along said fence line the following (26) courses: South 19°10'04" West 144.58 feet; thence South 20°38'03" West 66.13 feet; thence South 24°42'38" West 82.72 feet; thence South 8°26'52" West 50.64 feet; thence South 1°05'47" West 84.15 feet; thence South 0°56'32" East 86.29 feet; thence South 4°13'27" East 38.16 feet; thence South 68°27'27" East 32.06 feet; thence South 57°13'46" East 77.76 feet; thence South 45°34'50" East 19.11 feet; thence South 2°08'55" East 19.62 feet; thence South 4°14'37" West 21.30 feet; thence South 7°57'33" West 31.70 feet; thence South 16°07'01" West 24.29 feet; thence South 1°59'32" West 38.45 feet; thence South 7°10'43" East 97.65 feet; thence South 4°00'59" East 25.71 feet; thence South 0°27'01" East 51.27 feet; thence South 1°38'00" West 26.31 feet; thence South 89°41'58" East 13.43 feet; thence South 0°09'40" West 226.54 feet; thence South 1°16'30" West 47.28 feet; thence South 0°12'45" West 389.71 feet; thence South 1°19'43" East 77.06 feet; thence South 1°36'43" West 42.91 feet: thence South 80°16'43" East 3.97 feet to the Easterly line of said real property; thence along said real property the following (8) courses: South 0°03'47" East 60.60 feet; thence South 60°14'00" West 262.96 feet; thence North 75°14'00" West 119.09 feet; thence North 30°57'34" West 60.18 feet; thence North 0°21'11" East 2,176.78 feet; thence North 47°11'47" East 142.66 feet; thence South 54°10'57" East 39.22 feet; thence South 88°26'52" East 239.51 feet to the point of beginning.

Parcel 9:

A portion of the Southeast corner of Section 23, Township 8 South, Range 2 East, Salt Lake Base and Meridian, in Spanish Fork, Utah, more particularly described as follows:

Beginning at a point at a fence corner at the North end of that Boundary Line Agreement described in Deed Entry No. 56563:2004 in the official records of Utah County located South 511.56 feet and West 316.51 feet from the East quarter corner of Section 23, Township 8 South, Range 2 East, Salt Lake Base and Meridian, (Basis of Bearing = North 1°09'22" East along the Section Line from the East quarter to the Northeast corner of said Section 23); thence along said Boundary Line Agreement and the extension thereof the following (9) courses: South 2°36'00" West 46.17 feet; thence South 0°35'00" West 131.00 feet; thence South 0°26'00" East 171.25 feet; thence South 1°50'00" West 81.65 feet; thence South 0°10'30" East 89.00 feet; thence South 0°46'30" West 258.50 feet; thence South 0°55'00" West 301.50 feet; thence South 0°14'30" East 480.30 feet; thence South 1°06'00" East 263.12 feet to the Northerly line of that Barney property described in Deed Book 3688, at Page 150 in the official records of Utah County; thence along said Barney property and the extension thereof the following (7) courses: South 57°46'06" West 117.83 feet; thence South 64°33'47" West 108.35 feet; thence South 75°43'57" West 108.34 feet; thence North 66°56'23" West 68.81 feet; thence North 70°47'44" West 56.01 feet; thence North 74°28'32" West 141.66 feet; thence North 80°16'43" West 118.47 feet to the intersection with the extension of an existing fence referred to in that Boundary Line Agreement described in Deed Book 2661, at Page 387 in the official records of Utah County; thence along said fence line the following (26) courses: North 1°36'43" East 42.91 feet; thence North 1°19'43" West 77.06 feet; thence North 0°12'45" East 389.71 feet; thence North 1°16'30" East 47.28 feet; thence North 0°09'40" East 226.54 feet; thence North 89°41'58" West 13.43 feet; thence North 1°38'00" East 26.31 feet; thence North 0°27'01" West 51.27 feet; thence North 4°00'59" West 25.71 feet; thence North 7°10'43" West 97.65 feet: thence North 1°59'32" East 38.45 feet: thence North 16°07'01" East 24.29 feet; thence North 7°57'33" East 31.70 feet: thence North 4°14'37" East 21.30 feet; thence North 2°08'55" West 19.62 feet; thence North 45°34'50" West 19.11 feet; thence North 57°13'46" West 77.76 feet; thence North 68°27'27" West 32.06 feet; thence North 4°13'27" West 38.16 feet; thence North 0°56'32" West 86.29 feet; thence North 1°05'47" East 84.15 feet; thence North 8°26'52" East 50.64 feet; thence North 24°42'38" East 82.72 feet; thence North 20°38'03" East 66.13 feet; thence North 19°10'04" East 144.58 feet; thence North 83°05'17" East 24.44 feet to the Easterly line of that Moroni Feed property described in Deed Book 2665, at Page 652 in the official records of Utah County; thence North 0°37'43" East along said Moroni Feed Deed Line 643.92 feet to the Southerly boundary of the Southern Pacific Transportation Co. Railroad right of way; thence North 47°18'08" East along said railroad right of way 28.87 feet; thence South 0°37'43" West 666.38 feet to the Southerly bank of an existing concrete irrigation ditch and fence line; thence along said ditch and fence line the following (3) courses: North 77°13'59" East 565.09 feet; thence North 80°53'09" East 30.50 feet; thence North 82°17'27" East 61.69 feet to the point of beginning.