

Recording Requested By;
After Recording Return to:

CONSTRUCTION LOAN SERVICES II, LLC
1019 39th Ave SE, Suite 220
Puyallup, WA 98374
Attn: David Guinness

SUBORDINATION AND INTERCREDITOR AGREEMENT



LOAN NO: 72671

NOTICE: THIS SUBORDINATION AND INTERCREDITOR AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER DEED OF TRUST.

THIS SUBORDINATION AND INTERCREDITOR AGREEMENT (this "**Agreement**"), dated for reference purposes this 15th of March, 2022 is made by and among Jack William Homes, LLC, a Utah limited liability company ("**Borrower**"), CONSTRUCTION LOAN SERVICES II, LLC, a Washington limited liability company ("**Senior Lender**"), and Canopy Mortgage, LLC, a Utah limited liability company ("**Subordinate Lender**").

RECITALS

A. Borrower has purchased real property located in Utah County, Utah and legally described on Exhibit A attached hereto (the "**Property**") and intends to develop the Property into one or more single residential lots or units thereon. The Property and all improvements thereon or to be constructed thereon are collectively referred to in this Agreement as the "**Project**".

B. Senior Lender has agreed to lend to Borrower the maximum principal amount equal to \$16,944,998.66 (the "**Senior Loan**") to finance all or a portion of the Project. The Senior Loan is governed by, among other agreements, a Loan Agreement between Borrower and Lender dated concurrently herewith (the "**Senior Loan Agreement**") and evidenced by, among other agreements, a Promissory Note from Borrower to Lender dated concurrently herewith (the "**Senior Note**"). The Senior Loan is secured by, among other things, a first lien-position Deed of Trust, Mortgage or Deed to Secure Debt encumbering the Property dated concurrently herewith, given by Borrower for the benefit of Senior Lender, and recorded in the Official Records of Utah, County, Utah contemporaneously herewith (the "**Senior Security Instrument**"). The Senior Security Instrument, together with the Senior Loan Agreement, the Senior Note, any and all other documents executed in connection with the Senior Loan, are referred to herein collectively as the "**Senior Loan Documents**," which term includes any and all extensions, consolidations, amendments, modifications, supplements and restatements to such documents.

C. Subordinate Lender has provided or agreed to provide financing to Borrower in the maximum principal amount equal to \$4,601,000.00 (the "**Subordinate Loan**"). The current total outstanding balance of the Subordinate Loan is ^{2,172,890} ~~2,172,890~~ after pay down. The Subordinate Loan is secured by, among other things, a Deed of Trust, Mortgage or Deed to Secure Debt encumbering all or a portion of the Property dated February 16, 2021, given by Borrower for the benefit of Subordinate Lender, and recorded on February 17, 2021 under recording number 29970:2021 in the Official Records of Utah County, State of Utah (the "**Subordinate Security Instrument**"). The Subordinate

Security Instrument, together with all loan agreements, promissory notes, guaranties, indemnities and other documents executed in connection with the Subordinate Loan are referred to herein collectively as the "**Subordinate Loan Documents**," which term includes any and all extensions, consolidations, amendments, modifications, supplements and restatements to such documents.

D. As a condition precedent to advancing any funds under the Senior Loan, Senior Lender requires that Borrower and Subordinate Lender execute and deliver this Agreement.

AGREEMENT

IN CONSIDERATION OF THE FOREGOING, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, and to induce Senior Lender to make the Senior Loan and to accept the Senior Security Instrument as security for the Senior Loan, Subordinate Lender, Borrower, and Senior Lender agree as follows:

1. **Subordination of Subordinate Loan Documents.** The Subordinate Security Instrument, all other Subordinate Loan Documents and the liens against the Property now or hereafter created thereunder are hereby made subordinate to (i) the liens against the Property created by the Senior Security Instrument, (ii) all of the terms, covenants and conditions contained in the Senior Loan Documents, (iii) any and all advances and other increases in the indebtedness secured by the Senior Security Instrument, including but not limited to advances made to protect the Project and Senior Lender's interest therein and advances made following an event of default to complete the construction and sale of the Project (except as specifically set forth below), and (iv) all extensions, consolidations, amendments, modifications, protective advances (including without limitation protective advances in excess of the original loan amount) and supplements to the Senior Loan Documents, in all cases without the need for any written reaffirmation of subordination or other written agreement by Subordinate Lender:

2. **Debt Subordination, Restriction on Repayment of Subordinate Indebtedness.** Subordinate Lender agrees that its right to receive payments from Borrower or any guarantor of any amount then due under the Subordinate Loan Documents ("**Subordinate Indebtedness**") shall be subordinated to Senior Lender's right to receive payments from Borrower or any guarantor then due under the Senior Loan Documents, including, but not limited to, interest and any other amounts accruing after the commencement of any bankruptcy, insolvency, liquidation, reorganization or similar proceeding by or against Borrower or any guarantor of the Senior Loan, and any other interest or other amounts that would have accrued on the Senior Loan but for the commencement of such proceeding, whether or not such amounts are allowed as an enforceable claim in such proceeding and regardless of the value of any collateral securing the Senior Loan ("**Senior Indebtedness**"). Until such time as the Senior Loan and all sums now or hereafter secured by the Senior Security Instrument have been paid in full (and Senior Lender has no further obligation to fund the Senior Loan) and Borrower has otherwise complied in full with all of its obligations under the Senior Loan Documents and Senior Lender has released the Senior Security Instrument (all of the foregoing being referred to herein collectively as "**Repayment in Full of the Senior Loan**"), neither Borrower nor any guarantor shall make any payments of principal, interest or any other amounts due on the Subordinate Loan. Notwithstanding the foregoing, so long as Borrower is not in default under any of the Senior Loan Documents or Subordinate Loan Documents, Borrower may make its regularly scheduled principal and interest payments on the Subordinate Indebtedness in accordance with the terms of the Subordinate Loan Documents, but not (i) balloon payments, (ii) accelerated payments, (iii) prepayments, or (iv) payments resulting from a modification of the Subordinate Loan Documents not previously approved by Senior Lender in writing and at its sole election. Any payments received by Subordinate Lender in violation of the provisions of this Section and this Agreement shall be held by Subordinate Lender in trust for Senior Lender and shall be immediately paid over to Senior Lender.

3. **Release of Lien of Subordinate Security Instrument; Partial Transfers.**

3.1. Until the Senior Indebtedness is paid in full, Subordinate Lender will from time to time cause the lien of the Subordinate Security Instrument to be promptly released and reconveyed from individual lots

included in the Property and any single-family residence developed thereon (each a "*Unit*") upon the closing of the sale thereof, provided that Senior Lender is releasing or reconveying the Senior Security Instrument from such Unit, independent of Subordinate Lender's receipt of any payment. Subordinate Lender's obligation to release the Subordinate Security Instrument upon the sale of any Unit shall not be affected by any default under the Senior Loan Documents or the Subordinate Loan Documents. Subordinate Lender agrees to execute and deliver Partial Reconveyances or Requests for Partial Reconveyance, as applicable, for release of Units from the Subordinate Security Instrument in accordance with the requirements of this Section within five (5) business days after written request from Senior Lender or any escrow agent for the sale of any such Unit.

3.2. Subordinate Lender acknowledges and agrees that Senior Lender is relying on the agreements of Subordinate Lender set forth in Section 3.1 above with respect to the release of portions of the Property in agreeing to make the Senior Loan and would not make the Senior Loan unless Subordinate Lender agreed to the provisions regarding release set forth in that Section.

4. Subordinate Security Instrument. Subordinate Lender and Borrower hereby certify to Senior Lender that, to the best knowledge of each, as of the date of this Agreement, there are no defaults existing under the Subordinate Loan Documents, and no event has occurred that, with the giving of notice or the passing of time, or both, would constitute a default under the Subordinate Loan Documents.

5. Insurance, Condemnation and Transfer Proceeds.

5.1. In the event of any casualty loss, taking through eminent domain, sale, transfer, or other disposition of the Project, the proceeds resulting therefrom (including but not limited to insurance and condemnation proceeds) shall be applied in accordance with the terms of the Senior Loan Documents until Repayment In Full of the Senior Loan.

5.2 Subordinate Lender agrees at any time and from time to time to execute such documents as Senior Lender or the insurer may reasonably require confirming that any rights that Subordinate Lender may have as a loss payee or additional insured are expressly subject and subordinate to the rights of Senior Lender as an additional insured or loss payee.

6. Standstill by Subordinate Lender/Notice from Senior Lender/Stipulation to Receivership.

6.1. Until Repayment in Full of the Senior Loan, Subordinate Lender shall not exercise any of its rights or remedies against the Project under the Subordinate Loan Documents (including, without limitation, appointing a receiver or initiating foreclosure proceedings) without the prior written consent of Senior Lender, which consent shall be given or withheld in Senior Lender's discretion. Any exercise of any remedy in connection with the Subordinate Loan Documents without such consent of Senior Lender shall be void *ab initio* and of no effect whatsoever.

6.2. Subordinate Lender agrees that, after an event of default under the Senior Loan Documents, Subordinate Lender shall not oppose any request by Senior Lender for the appointment of a receiver for the Project and shall execute such stipulations to the appointment of a receiver as Lender may reasonably request.

7. Notice and Cure Rights.

7.1 Borrower hereby agrees to immediately provide Subordinate Lender with a copy of any notice of default or notice of foreclosure action received from Senior Lender. Prior to commencing a foreclosure action under the Senior Security Instrument (a "*Foreclosure Action*"), Senior Lender shall provide Subordinate Lender with written notice of any the default giving rise to the Foreclosure Action (each, a "*Senior Loan Default Notice*"), and Subordinate Lender shall have the rights set forth below in this Section apply prior to any legal or other action by Senior Lender, provided that failure of Senior Lender to send a Senior Loan Default Notice to Subordinate Lender shall not

prevent the exercise of Senior Lender's rights and remedies under the Senior Loan Documents, nor shall such failure constitute a default by Senior Lender under this Agreement.

7.2 Subordinate Lender shall have ten (10) days after a Senior Loan Default Notice is deemed received pursuant to Section 13 hereof to cure the default described thereunder by (i) paying Senior Lender or the party entitled to payment of the amount due, and (ii) defending and holding harmless Lender for all costs, expenses, losses, liabilities, obligations, damages and penalties incurred by Senior Lender due to or arising out of such default. If Subordinate Lender completes such cure within such ten (10) day period, such default shall be deemed cured as to both Subordinate Lender and Borrower.

7.3 If the Senior Loan has been accelerated or any legal action has been commenced and is continuing under the Senior Loan Documents, upon ten (10) days prior written notice to Senior Lender, Subordinate Lender shall have the right to purchase, in whole but not in part, the Senior Loan for a price equal to the outstanding principal balance thereof, together with all accrued interest and other amounts due thereon (including, without limitation, any late charges, default interest and post-petition interest), and any interest charged by Senior Lender on any advances for monthly payments of principal and/or interest on the Senior Loan, including all costs and expenses (including legal fees and expenses) actually incurred by Senior Lender in enforcing the terms of the Senior Loan Documents.

7.4 Upon the occurrence of a default under the Subordinate Loan, Subordinate Lender agrees to provide to Senior Lender a copy of any notice of default provided to Borrower.

8. Event of Default. Any breach of the covenants or obligations of Borrower or Subordinate Lender under this Agreement and any default under the Subordinate Loan Documents shall constitute an Event of Default under the Senior Loan Documents. Similarly, any Event of Default under the Senior Loan Documents shall constitute an event of default under the Subordinate Loan Documents.

9. Further Assurances. So long as the Senior Security Instrument shall remain a lien upon the Property or any part thereof, Subordinate Lender or any other holder of the Subordinate Security Instrument, shall execute, acknowledge and deliver, promptly after being requested to do so, any and all further instruments in recordable form reasonably requested by Senior Lender or another holder of the Senior Security Instrument for the purpose of confirming and carrying out the purpose and intent of the foregoing covenants.

10. Modification of Senior Loan and Subordinate Loan. No renewal or extension of time of payment of the Senior Loan, no release or surrender of security for the payment thereof, no delay in the enforcement of payment thereof or in the enforcement of this Agreement, and no delay or omission in exercising any right or power under the Senior Security Instrument or any other document or agreement governing, evidencing or securing the Senior Loan, or under this Agreement, shall in any manner impair or adversely affect the rights of Senior Lender under this Agreement. Subordinate Lender hereby waives any further notice of the creation, existence, extension or renewal of the Senior Loan or of any modification of the Senior Loan or of any other actions or matters of any nature whatsoever in connection with the Senior Loan, except as set forth in paragraph 1.1 above. No modification or amendment of the Subordinate Loan Documents shall be binding unless the Senior Lender has provided its written consent to such modification or amendment. In addition, Subordinate Lender may not sell, assign, transfer, pledge, encumber, hypothecate or enter into participations for all or any part of its interest in the Subordinate Loan Documents or the Subordinate Indebtedness without Senior Lender's written consent, and any such attempted sale, assignment, transfer, pledge, encumbrance, hypothecation or participation shall be void and of no force or effect.

11. Consent and Waiver of Subordinate Lender. Senior Lender, in making disbursements pursuant to the Senior Loan Documents, is under no obligation or duty to, nor has Senior Lender represented that it will, see to the application of the Senior Loan proceeds by the person or persons to whom Senior Lender disburses such proceeds, and any application or use of such proceeds for purposes other than those provided for in the Senior Loan Documents shall not defeat the subordination herein made in whole or part.

12. Notices. Any notice from Senior Lender to Borrower, or Borrower to Senior Lender, shall be given in the manner set forth in the Senior Loan Documents. Any notice from Subordinate Lender to Senior Lender, or Senior Lender to Subordinate Lender, shall be in writing, shall be given by certified mail, return receipt requested, or by a nationally recognized overnight delivery service, or delivered by hand, addressed as follows:

12.1. If to Subordinate Lender:

Canopy Mortgage, LLC
1985 N 1120 W
Provo, UT 84604

12.2. If to Senior Lender:

Construction Loan Services II, LLC
1019 39th Ave SE Suite 220
Puyallup, WA 98387
Attn: Legal Department

Any party may change its address for the giving of notice by notice hereunder. Any notice given hereunder if given by certified mail will be deemed received when delivered, or if delivery is refused, when delivery is first attempted in the ordinary course. Any notice sent by hand delivery shall be deemed received when actually received. Any notice sent by a nationally recognized overnight courier service shall be deemed received one business day after having been deposited with such overnight courier service if designated for next-day delivery.

13. Actions in Bankruptcy. Until Repayment in Full of the Senior Loan, Subordinate Lender shall not initiate or join in the filing of an involuntary petition under Title 11 of the United States Code entitled "Bankruptcy" (as now or hereafter in effect, or any successor thereto, the "**Bankruptcy Code**") or the commencement of any other receivership, insolvency, liquidation, readjustment, reorganization, or similar proceeding against Borrower or any guarantor of the Senior Loan Documents. Subordinate Lender hereby agrees that it will not make any election, give any consent, file any motion, or take any other action with respect to the Subordinate Indebtedness or the Subordinate Loan Documents in any bankruptcy or insolvency proceedings without the prior written consent of Senior Lender.

14. Priority of Payments in Liquidation or Insolvency. In the event of any liquidation or dissolution of Borrower, or any receivership, insolvency, bankruptcy, liquidation, readjustment, reorganization, or similar proceeding relating to Borrower or any portion of the collateral securing the Senior Loan, all amounts due under the Senior Loan Documents (including without limitation, post-petition interest accrued under the Senior Loan after Borrower's bankruptcy filing) shall first be paid in full before any payment is made upon or in respect of the obligations under the Subordinate Loan Documents. Any payment or distribution to Subordinate Lender in contravention of the terms of this Section shall be held in trust for the benefit of and shall be paid over or delivered and transferred to, Senior Lender for application of the payment of the Senior Indebtedness.

15. Subrogation. Subordinate Lender hereby absolutely and irrevocably waives, to the fullest extent permitted by law, any rights it may have, by contract, law or in equity, to be subrogated to Senior Lender's rights against Borrower under the Senior Loan Documents or to Senior Lender's liens and security interests on any of the collateral securing the Senior Loan or any other asset of Borrower. If Subordinate Lender shall acquire by indemnification, subrogation, or otherwise any lien, estate, right or other interest in or with respect to the property or assets of Borrower

or any guarantor of the Senior Loan, that lien, estate, right or other interest shall be subordinate to the Senior Loan Documents and shall be held in trust by Subordinate Lender for the benefit of, and assigned to, Senior Lender.

16. Enforceability of Senior Loan Documents. Subordinate Lender agrees that it will not in any manner challenge, oppose, object to, interfere with or delay (i) the validity or enforceability of this Agreement, (ii) Senior Lender's security interest in, liens on and rights as to any property or assets of Borrower or any guarantor of the Senior Loan, or (iii) any enforcement actions by Senior Lender under the Senior Loan Documents, including, without limitation, any efforts by Senior Lender to obtain relief from the automatic stay under the Bankruptcy Code.

17. Waivers. Subordinate Lender waives (i) the benefit of suretyship claims and defenses generally, (ii) any right to require marshaling of assets or to require Senior Lender to proceed against any guarantors for the Senior Loan or to exhaust any specific security for the obligations secured by the Senior Security Instrument, and (iii) any defense to any exercise of Senior Lender's rights hereunder or under the Senior Loan Documents arising out of loss or impairment of any right of subrogation to the Senior Security Instrument or to any other Senior Loan Document.

18. No Consent to Additional Subordinate Financing. Senior Lender's consent to the Subordinate Loan is solely for the benefit of Subordinate Lender and only relates to the Subordinate Loan. It is not intended to constitute consent to any other encumbrances or liens on the Project or as a waiver of any rights that Senior Lender has under the Senior Loan Documents.

19. Conflicts. In the event of any conflict between the Subordinate Loan Documents and this Agreement or the Senior Loan Documents and this Agreement, this Agreement shall control.

20. Miscellaneous.

20.1. This Agreement shall be binding upon and inure to the benefit of the parties hereto and each of their successors and assigns.

20.2. This Agreement shall be construed and enforced in accordance with the laws of the state in which the Project is located, without regard to that state's choice of law rules.

20.3. This Agreement may be signed in any number of counterparts, all of which will constitute an original, and all of which when taken together shall constitute one instrument.

21. Senior Lender Discretion. Nothing in this Agreement shall be construed as requiring Senior Lender to grant any financial assistance to Borrower or as limiting or precluding Senior Lender from the exercise of Senior Lender's independent judgment and discretion in connection with Senior Lender's financial arrangements with Borrower.

22. WAIVER OF JURY TRIAL THE PARTIES HERETO HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER IN CONTRACT, TORT, OR OTHERWISE, RELATING DIRECTLY OR INDIRECTLY TO THIS AGREEMENT, OR TO ANY ACTS OR OMISSIONS OF LENDER IN CONNECTION THEREWITH.

NOTE: THIS SUBORDINATION AND INTERCREDITOR AGREEMENT CONTAINS A PROVISION THAT ALLOWS THE BORROWER OBLIGATED UNDER THE SUBORDINATE LOAN TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

[Remainder of Page Intentionally Left Blank; Signature Appears on Following Page.]

EXECUTED as of the date of this Agreement.

SUBORDINATE LENDER:

Canopy Mortgage, LLC,
a Utah limited liability company

By: _____
Name: _____
Title: _____


BORROWER:

Rooftops 103, LLC,
a Utah limited liability company

By: _____
Name: _____
Title: _____

SENIOR LENDER:


CONSTRUCTION LOAN SERVICES II, LLC,
a Washington limited liability company

By:  _____
Name: Robert Trout
Title: CEO

EXECUTED as of the date of this Agreement.

SUBORDINATE LENDER:

Canopy Mortgage, LLC,
a Utah limited liability company

By: 
Name: CEO Aaron Brown
Title: CEO

BORROWER:

Rooftops 103, LLC,
a Utah limited liability company

By: _____
Name: _____
Title: _____

SENIOR LENDER:

CONSTRUCTION LOAN SERVICES II, LLC,
a Washington limited liability company

By: _____
Name: _____
Title: _____

EXECUTED as of the date of this Agreement.


SUBORDINATE LENDER:

Canopy Mortgage, LLC,
a Utah limited liability company

By: _____
Name: _____
Title: _____

BORROWER:

Rooftops 103, LLC,
a Utah limited liability company

By:  _____
Name: Gregory D. _____
Title: Manager _____

SENIOR LENDER:

CONSTRUCTION LOAN SERVICES II, LLC,
a Washington limited liability company

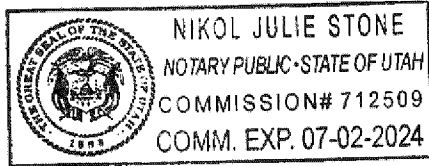
By: _____
Name: _____
Title: _____

STATE OF UTAH

COUNTY OF Utah) ss.

I certify that I know or have satisfactory evidence that Greg Bird is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the sole member of and manager, a UTAH LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 15 day of March 22.



Printed Name Nikol Stone
NOTARY PUBLIC in and for the State of Utah,
residing at Bluerock
My Commission Expires 7.2.24

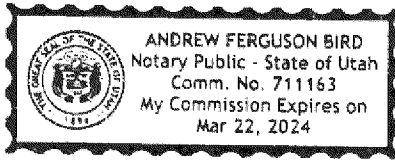
STATE OF UTAH

COUNTY OF Utah

} ss.

I certify that I know or have satisfactory evidence that Adrian Brown is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the CEO of Canopy Mortgage, a LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 16 day of March, 2022.



Andrew Bird

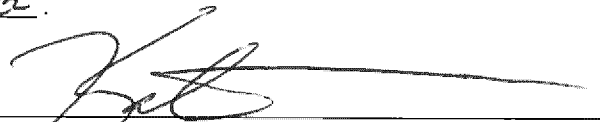
Printed Name Andrew Bird
NOTARY PUBLIC in and for the State of Utah,
residing at 360 S. Technology Court Ste. 200 Lindon, UT 84042
My Commission Expires 3/22/2024

STATE OF WASHINGTON

COUNTY OF PIERCE } ss.

I certify that I know or have satisfactory evidence that ROBERT TRENT is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the CEO of Construction Loan Services II, LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 5TH day of MARCH, 2022.



Printed Name KATE SHERER
NOTARY PUBLIC in and for the State of Washington, residing at PUYALLUP
My Commission Expires 9-10-25

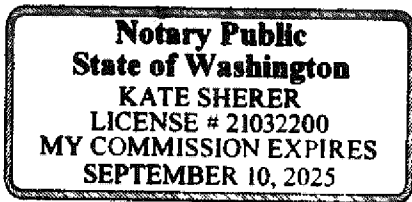


EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

UNITS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, & 28 THE ROOFTOPS PHASE 1, AS THE SAME IS IDENTIFIED IN THE RECORDER SURVEY MAP IN UTAH COUNTY, UTAH, RECORDED MARCH 4, 2010, AS ENTRY NO. 41474:2021, AND MAP FILING NO. 17570, TOGETHER WITH THE PERTINENT EASEMENT OVER AND RIGHTS OF USE AND ENJOYMENT OF THE COMMON AREAS, BEGINNING AT A POINT WHICH LIES SOUTH 01°27'10" EAST 1252.52 FEET ALONG THE SECTION LINE AND WEST 207.99 FEET FROM THE NORTH 1/4 CORNER OF SECTION 35, TOWNSHIP 8 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE ALONG THE EXISTING BOUNDARY OF THE ROOFTOPS PHASE 1 THE FOLLOWING FOUR (4) COURSES TO WIT: (1) SOUTH 77.23 FEET, (2) SOUTHWESTERLY 12.57 FEET ALONG THE ARC OF A 8.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH THE CENTRAL ANGLE OF 90°00'00", THE CHORD BEARS SOUTH 45°00'00" WEST 11.31 FEET, (3) WEST 29.24 FEET, (4) SOUTH 129.67 FEET; THENCE WEST 476.87 FEET; THENCE NORTH 347.45 FEET; THENCE NORTH 01°14'08" WEST 407.14 FEET; THENCE NORTH 89°40'35" EAST 253.12 FEET; THENCE NORTH 88°48'03" EAST 100.36 FEET; THENCE NORTH 89°33'01" EAST 201.44 FEET; THENCE SOUTH 90.01 FEET; THENCE WEST 42.00 FEET; THENCE SOUTH 44.00 FEET; THENCE SOUTHEASTERLY 15.71 FEET ALONG THE ARC OF A 10.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH TO CENTRAL ANGLE 90°00'00" THE CHORD BEARS SOUTH 45°00'00" EAST 14.14 FEET; THENCE SOUTH 75.23 FEET; THENCE WEST 176.49 FEET; THENCE SOUTH 325.46 FEET ALONG THE PARTIAL BOUNDARY OF THE ROOFTOPS PHASE 1; THENCE EAST 176.49 FEET ALONG THE EXISTING BOUNDARY OF THE ROOFTOPS PHASE 1 TO THE POINT OF BEGINNING.