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TRUST DEED WITH ASSIGNMENT OF RENTS

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THIS TRUST DEED, is made this 14th day of May, 1985, between NORTHERN UTAH IMAGING CENTER a Utah Limited Partnership, whose address is c/o Woodbury Corporation, 2677 East Parleys Way, Salt Lake City, Utah 84109, ("Trustor"), SECURITY TITLE COMPANY, a Utah Corporation, whose address is 205-26th Street, Ogden, Utah 84401, ("Trustee"), and RICHARDS-WOODBURY MORTGAGE CORP., a Utah Corporation, whose address is 1935 East Vine Street, Salt Lake City, Utah 84121 ("Beneficiary").

WITNESSETH:

That the Trustor CONVEYS AND WARRANTS TO THE TRUSTEE IN TRUST, WITH POWER OF SALE, that certain real property, situated in Weber County, State of Utah, as more particularly described in Exhibit "A", attached hereto and incorporated herein by this reference;

Together with all buildings, fixtures owned by the Trustor (including but not limited to heating, air conditioning, plumbing, and electrical fixtures and equipment), and improvements thereon and all water rights, rights of way, easements, rents, issues, profits, income, tenements, hereditament, privileges, and appurtenances thereunto belonging, now or hereafter used or enjoyed with the Property, as that term is hereinafter defined, or any part thereof, all awards made for the taking by eminent domain or by any proceeding or purchase in lieu thereof of the Property or any portion of the Property, the proceeds of insurance paid on account of partial or total destruction of any improvements on the Property or any portion thereof, SUBJECT HOWEVER, to the right, power and authority hereinafter given to and conferred upon the Beneficiary to collect and apply such rents, issues, and profits (collectively the "Property");

FOR THE PURPOSE OF SECURING (1) payment of the indebtedness evidenced by a Promissory Note of even date herewith, in the principal sum of ONE MILLION SIXTY THOUSAND DOLLARS (\$1,060,000.00), made by the Trustor, payable to the order of the Beneficiary at the times, in the manner and with interest and other charges as therein set forth, and any extensions and/or renewals or modifications thereof; (2) the performance of each agreement of the Trustor herein contained; (3) the payment of such additional loans or advances as hereafter may be made to the Trustor, or his successors or assigns, when evidenced by a promissory note reciting that it is secured by

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this Trust Deed; and (4) the payment of all sums expended or advanced by the Beneficiary under or pursuant to the terms hereof, together with interest thereon as herein provided.

TO PROTECT THE SECURITY OF THIS TRUST DEED, THE TRUSTOR AGREES:

1. Maintenance of Property. To keep the Property in good condition and repair; not to remove or demolish the building or other improvements thereon; to complete or restore promptly and in good and workmanlike manner any building or other improvement which may be constructed, damaged or destroyed thereon; to comply with all laws, covenants, and restrictions affecting the Property; not to commit or permit waste thereof; not to commit, suffer or permit any act upon the Property in violation of law; to do all other acts which from the character or use of the Property may be reasonably necessary, the specific enumerations herein not excluding the general.

The Trustee, upon presentation to it of an affidavit signed by the Beneficiary, setting forth facts showing a default by the Trustor under this numbered paragraph is authorized to accept as true and conclusive all facts and statements therein, and to act accordingly.

2. <u>Insurance.</u> To keep the building and other improvements now existing or hereafter erected or placed on the Property insured against loss by fire, and such other casualties and in such types and forms of insurance, and in such amounts as may be required by, and in such companies as may be satisfactory to the Beneficiary, but not less than \$1,060,000.00, and income loss insurance coverage for not less than \$140,000.00, together with any required boiler insurance, if applicable, with loss payable clauses in favor of the Beneficiary, and to pay the premiums therefor promptly when due, and the policies of insurance shall be held by the Beneficiary, it being understood, however, that the Beneficiary shall in no event be responsible for the sufficiency or form or substance of any policy of insurance, or for the solvency or sufficiency of any insurance company in respect to the insurance herein provided. In the event of loss, the Trustor shall give immediate notice to the Beneficiary, who may make proof of loss, and each insurance company concerned is hereby authorized and directed to make payment for such loss to the Trustor and the Beneficiary jointly, and the insurance proceeds, or such part thereof as may be required to restore or replace the damaged improvements shall be made available for that purpose. Any excess may be applied by the Beneficiary, at its option, to the reduction of the indebtedness hereby secured or to the restoration or repair of the Property damaged.

The Beneficiary is hereby authorized to settle all insurance claims and collect all insurance funds accruing to the benefit of the Trustor and/or the Beneficiary, and to facilitate the collection of such insurance, the Trustor hereby authorizes the Beneficiary to execute, sign and deliver all necessary and proper proofs of loss, claims, waivers and all other documents necessary for or incidental to the collection of such insurance, and if necessary to institute such proceedings in law or equity as may be necessary for the collection of such insurance, to receive all insurance proceeds, and to make such compromises and/or settlements as may be deemed necessary and advisable, and to sign, endorse and cash, in its own name or as attorney-in-fact for the Trustor, in cases where the Trustor is not reasonably available to endorse in person, any and all drafts, checks, or other instruments delivered in payment of any insurance claim.

In the event the Trustor or any subsequent owner or purchaser of the Property shall desire to substitute for a then existing policy of insurance, a policy of insurance issued by another insurance carrier, the Beneficiary will be entitled to charge and collect a substitution fee for each substitution in an amount not to exceed \$7.50, to compensate the Beneficiary for additional clerical and record keeping services occasioned by such substitution. The said fee shall become part of the indebtedness due from the Trustor and payment thereof will be and is hereby secured by this Trust Deed and will be payable upon the demand of the Beneficiary. Failure to pay said fee upon demand shall constitute a default under this Trust Deed. All substituted policies of insurance shall be in such amounts, in such forms and will be issued by such insurance carriers as may be required by and as may be satisfactory to the Beneficiary.

- 3. Evidence of Title and a Certificate of Survey. To deliver to, pay for and maintain with the Beneficiary until the indebtedness secured hereby is paid in full, such evidence of title as the Beneficiary may reasonably require, including abstracts of title or policies of title insurance and in relation thereto, any extensions, renewals, or supplements. Also a certificate of survey by a Registered Land Surveyor showing the building and improvements to be within the boundary lines of the Property and conforming to required set-back, side and other regulations and also that there are no easements or other restrictions or encroachments other than those approved by the Beneficiary's counsel which in any way would be detrimental to the security, or in the alternative a policy of title insurance insuring against the same.
 - 4. Defense of Security. To appear in and defend any

the title to the Property, or the rights or powers of the Beneficiary or the Trustee; and should the Beneficiary or the Trustee elect to also appear in or defend any such action or proceedings, to pay all costs and expenses, including the cost of evidence of title and reasonable attorneys fees actually incurred by the Beneficiary or the Trustee.

- days before delinquency all taxes and assessments affecting the Property, including all assessments upon any water company stock and all rents, assessments and charges for water, appurtenant to or used in connection with the Property; to pay, when due, all encumbrances, charges, and liens with interest, on the Property or any part thereof, which at any time appear to be prior or superior hereto; and to pay all costs, fees, and expenses of this Trust Deed. If not paid timely, the Beneficiary has the right to require monthly deposits into an escrow account for the payment of taxes and insurance.
- 6. Performance in the Trustor's Stead. Should the Trustor fail to make any payment or to do any act as herein provided, then the Beneficiary or the Trustee, both without obligation so to do and without notice to or demand upon the Trustor and without releasing the Trustor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof: (a) the Beneficiary or the Trustee being authorized to enter upon the Property for such purposes; (b) Commence, appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of the Beneficiary or the Trustee; (c) Pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and (d) In exercising any such powers, incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefor, including but not limited to the cost of evidence of title, employment of counsel, and payment of such counsel's reasonable fees.
- 7. Reimbursement. To pay immediately and without demand all sums expended hereunder by the Beneficiary or the Trustee, with interest from the date of expenditure at the rate of twelve and one-half (12.5%) per annum until paid, unless the Trustor is in default in the performance of its obligations hereunder, in which event the rate of interest shall be fourteen and one-half (14.5%) per annum until paid, compounded monthly in each instance, and the repayment thereof shall be secured hereby; and to pay all Trustees' and Attorneys' fees up to the maximum amounts of such fees permitted to be assessed to the Trustor under applicable law.

8. <u>Late Charge.</u> At the Beneficiary's option, the Trustor jointly and severally agrees to pay a "late charge" of five percent (5%) of the total amount of the monthly installment required to be paid by the above described note when said monthly payment is paid more than fifteen (15) days after the due date thereof, to cover the extra expense involved in handling delinquent payments. The Trustor's failure to pay said "late charge" shall constitute a default under this Trust Deed.

IT IS MUTUALLY AGREED THAT:

- 9. <u>Condemnation and Insurance</u>. Should said Property or any part thereof be taken or damaged by reason of any public improvement or condemnation proceeding, or damaged by fire, or earthquake, or in any other manner, the Beneficiary shall be entitled to require that all compensation, awards and other payments or relief therefor, be applied to reduce the principal balance of the indebtedness hereby secured, and shall be entitled at its option to commence, appear in and prosecute in its own name, any action or proceedings, or to make any compromise or settlement, in connection with such taking or damage.
- All compensation, awards, damages, rights of action, and proceeds, including the proceeds of any policies of fire and other insurance affecting said Property, are hereby assigned to the Beneficiary as herein before provided, who, after deducting therefrom all its expenses including attorney's fees actually incurred shall apply the proceeds in the manner prescribed in paragraph 2 hereof with respect to the application of insurance proceeds. To the extent the Beneficiary requires application of such payments to reduction of the indebtedness such required repayments shall be permitted without any prepayment penalty. The Trustor agrees to execute such further assignments of any compensation, award, damages, and rights of action and proceeds as the Beneficiary or the Trustee may require.
- 10. Authority of the Trustee. At any time and from time to time upon written request of the Beneficiary, payment of its fees and presentation of this Trust Deed and the Note for endorsement (in case of full reconveyance, for cancellation and retention), without affecting the liability of any person for the payment of the indebtedness secured hereby, the Trustee may (a) consent to the making of any map or plat of said Property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this Trust Deed or the lien or charge thereof; (d) grant an extension or modification of the terms of

this Trust Deed upon written request of the beneficiary; (e) reconvey, without warranty, all or any part of said Property. The grantee in any reconveyance may be described as "the person or persons entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. The Trustor agrees to pay reasonable Trustee's fees for any of the services mentioned in this paragraph.

11. Assignment of Rents. As additional security, the Trustor hereby assigns to the Beneficiary, during the continuance of these trusts, all rents, issues, royalties, and profits of the Property affected by this Trust Deed and of any personal Property located thereon. Until the Trustor shall default in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, the Trustor shall have the right to collect all such rents, issues, royalties, and profits earned prior to default as they become due and payable. If the Trustor shall default as aforesaid, the Trustor's right to collect any of such monies shall cease during the continuance of such default and the Beneficiary shall have the right with or without taking possession of the Property affected hereby, to collect and retain all rents, royalties, issues, and profits. Failure or discontinuance of the Beneficiary at any time or from time to time to collect any such monies shall not in any manner affect the subsequent enforcement by the Beneficiary of the right, power, and authority to collect the same. Nothing contained herein, nor the exercise of the right by the Beneficiary to collect, shall be, or be construed to be, an affirmation by the Beneficiary of any tenancy, lease or option, nor an assumption of liability under, nor a subordination of the lien or charge of this Trust Deed to any such tenancy, lease or option.

12. <u>Due on Sale.</u> Should the Trustor sell, transfer or convey, any portion of the Property, or any building or improvement now or hereafter located thereon, or any interest whatever therein to any person, firm, or corporation, or should the Trustor permit or suffer the occupancy of any portion of the Property by anyone for a term in excess of forty years, whether as a tenant or otherwise, without, in each instance having first obtained the prior written consent of the Beneficiary, or its successors and assigns, to such sale, transfer or conveyance, then each such occurence shall be deemed a default by the Trustor, and the entire indebtedness secured by this Trust Deed, at the option of the Beneficiary, shall become immediately due and payable, and thereupon, the Beneficiary may demand immediate payment in full of said indebtedness and may exercise all legal limits to collect said indebtedness, including but not limited to the foreclosure of this Trust Deed. The Beneficiary's consent to such sale, transfer or conveyance shall not be unreasonably withheld and shall be given only if the following conditions are met to the Beneficiary's satisfaction:

- (a) The proposed transferee of the Property assumes and agrees to perform all of the obligations of the Trustor under this Trust Deed, the above-described Note, and any other instrument or document executed by the Trustor and evidencing or securing the indebtedness evidenced by the above described Note;
- (b) The proposed purchaser of the Property satisfies the Beneficiary's then existing credit requirements for loans of the nature and amount of the indebtedness evidenced by the above-described Note; and
- (c) The Beneficiary shall have approved the terms of the proposed sale, transfer or conveyance of the Property to the proposed transferee.
- The sale, transfer and conveyance of limited partnership interests shall not constitute a sale, transfer and conveyance for purposes of this paragraph. In addition thereto, the lease to St. Benedict's Management Co., dated September 28, 1985, shall be permitted even though such lease may exceed 40 years.
- 13. Surrender of Possession. Upon any default by the Trustor hereunder, the Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court (the Trustor hereby consenting to the appointment of the Beneficiary as such receiver), and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the Property or any part thereof, and in its own name or the name of the Trustor or the Trustor's successor in interest, sue for or otherwise collect said rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys fees, upon any indebtedness secured hereby, and in such order as the Beneficiary may determine.
- 14. <u>Default Not Cured by Possession</u>. The entering upon and taking possession of the Property, the collection of such rents, issues, and profits or the proceeds of fire and other insurance policies, or compensation or awards of any taking or damage of the Property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
- 15. <u>No Waiver.</u> The failure on the part of the Beneficary to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver by the Beneficiary of any default shall not constitute a waiver of any other or subsequent default.
- 16. Events of Default. Time is of the essence hereof. All sums secured hereby shall immediately become due and payable at the option of the Beneficiary upon the occurrence of any of the following events: (a) The Trustor defaults

in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder; (b) The Trustor admits in writing its inability to pay its debts, or makes a general assignment for the benefit of creditors; (c) The Trustor assignment for the belief of the deleter of commences any case, proceeding, or other action seeking reorganization, arrangement, adjustment, liquidation, dissolution, or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors, or seeking appointment of a receiver, trustee, custodian, or other similar official for it or for all or any substantial part of its property; (d) The Trustor takes any action to authorize any of the actions set forth in (b) or (c) above; or (e) Any case, proceeding, or other action against the Trustor is commenced seeking to have an order for relief entered against the Trustor as debtor, or seeking reorgan-ization, arrangement, adjustment, liquidation, dissolution, or composition of the Trustor or its debts under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors, or seeking appointment of a receiver, trustee, custodian, or other similar official for it or for all or any substantial part of its property, and such case, proceeding, or other action either results in the entry of an order for relief against the Trustor which is not fully stayed within seven business days after the entry thereof, or remains undismissed for a period of sixty (60) days. In the event of any such default, the Beneficiary may execute or cause the Trustor to execute a written notice of default and of election to cause the Property to be sold to satisfy the obligations hereof, and the Trustee shall cause such notice to be recorded in each county wherein the Property or some part or parcel thereof is situated. The Beneficiary also shall deposit with the Trustee, the above-described Note and all documents evidencing expenditures secured hereby.

17. Exercise of the Power of Sale. After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of default and notice of sale having been given as then required by law, the Trustee, without demand on the Trustor, shall sell the Property on the date and at the time and place designated in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine (but subject to any statutory right of the Trustor to direct the order in which the Property, if consisting of several known lots or parcels, shall be sold), at public auction to the highest bidder, the purchase price payable in lawful money of the United States of America at the time of sale. The person conducting the sale may, for any cause he deems expedient, postpone the sale from time to time until it shall be completed and, in every such case, notice of postponement shall be given by public declaration

thereof by such person at the time and place last appointed for the sale; provided, if the sale is postponed for longer than Utah law permits, notice thereof shall be given in the same manner as the original notice of sale. The Trustor agrees to surrender possession immediately after any such sale of the Property, if possession has not previously been surrendered. The Trustee shall execute and deliver to the purchaser its Deed conveying the Property so sold, but without any covenant or warranty, express or implied. The recitals in the Deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including the Beneficiary, may bid at the sale. The Trustee shall apply the proceeds of the sale to payment of (a) the costs and expenses of exercising the power of sale and of the sale, including the payment of the Trustee's and Attorney's fees; (b) the cost of any evidence of title procured in connection with such sale; (c) all sums expended under the terms hereof, not then repaid, with accrued interest at the Note rate from the date of expenditure; (d) all other sums then secured hereby; and (e) the remainder, if any, to the person or persons legally entitled hereto, or the Trustee, in its discretion, may deposit the balance of such proceeds with the County Clerk of the county in which the sale took place.

- 18. Acceleration. Upon the occurrence of any default hereunder, the Beneficiary shall have the option to declare all sums secured hereby immediately due and payable and foreclose this Trust Deed in the manner provided by law for the foreclosure of mortgages on real property; and the Beneficiary shall be entitled to recover in such proceedings all costs and expenses incident thereto, including a reasonable attorneys fee in such amount as shall be fixed by the court or as may be agreed to by the parties to be charged.
- 19. <u>Successor Trustee.</u> The Beneficiary may appoint a successor trustee at any time by filing for record in the office of the County Recorder of each county in which the Property or some part thereof is situated, a substitution of trustee. From the time the substitution is filed for record, the new trustee shall succeed to all the powers, duties, authority and title of the trustee named herein or of any successor trustee. Each such substitution shall be executed and acknowledged, and notice thereof shall be given and proof thereof made, in the manner provided by law.
- 20. Evidence of Title and Certificate of Survey. Each abstract of title, title insurance policy, and all other evidences of title, the certificate of survey and all insurance policies placed or deposited with the Beneficiary shall be deemed an incident to the title of the Property and upon the sale or foreclosure or otherwise shall pass to the purchaser,

and same are hereby pledged as additional security for the payment of the indebtedness secured hereby.

- 21. Foreclosure as a Mortgage. In the event the Beneficiary and the Trustee or either of them shall (a) determine to foreclose this Trust Deed by court action, or (b) find it necessary to resort to the courts to secure protection of the security given hereunder (including without limitation participation in any bankruptcy or insolvency proceeding involving the Trustor as a debtor) or to enforce or protect the rights hereunder of the Beneficiary, or (c) be involved in court action involving or affecting this Trust Deed, the security given thereunder or the indebtedness secured thereby, the Trustor agrees to pay all costs and expenses incurred therein and reasonable compensation for the attorneys representing the Beneficiary and the Trustee, or either of them.
- 22. No Right to a Deficiency. In the event of a foreclosure, by either the power of sale or judicially as a mortgage, it is agreed that the Beneficiary shall have recourse exclusively against the security. The Trustor, its general and limited partners and any individual shall have no liability to pay any deficiency.
- 23. No Secondary Financing or Further Encumbrances. The Trustor shall not, without the prior written consent of the Beneficiary, create, permit, or suffer to exist, any secondary financing against the Property, which consent shall not be unreasonably withheld; and, at the Trustor's expense, will defend the Property and take such other action as is necessary to remove any lien, claim, charge, security interest, or encumbrance in or to the Property, or any portion of the Property.
- 24. Acceptance by Trustee. The Trustee accepts this Trust when this Trust Deed, duly executed and acknowledged, is made a public record as provided by law. The Trustee is not obligated to notify any party hereto of the pending sale under any other Trust Deed or of any action or proceeding in which the Trustor, Beneficiary, or the Trustee, shall be a party unless brought by the Trustee.
- 25. Operating Statement. The Trustor agrees to furnish a detailed operating statement annually, preferably audited, setting forth the rental income and operating expenses of the property on or before sixty (60) days after the close of each mortgage year or fiscal year of Trustor, whichever is more convenient to the Trustor.
- 26. Notice of Default. The undersigned Trustor requests that a copy of any notice of default and of any notice

of sale hereunder be mailed to . it at the address hereinbefore set forth.

- 27. Survivability of Commitment Letter. The Trustor and the Beneficiary entered into a Commitment Letter Agreement, dated March 27, 1985, and accepted April 1, 1985, and it shall survive the execution of this Trust Deed and the other loan documents and remain in full force and effect.
- apply to, inure to the benefit of, and bind all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. All obligations of the Trustor hereunder are joint and several. The term "Beneficiary" shall mean the owner and holder, including any pledgee, of the Note secured hereby. In this Trust Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular includes the plural.
- 29. Governing Law. This Trust Deed shall be construed according to the laws of the State of Utah.

IN WITNESS WHEREOF, this Trust Deed has been executed on the date and year first above written.

TRUSTOR:

NORTHERN UTAH IMAGING CENTER LIMITED PING., A Utah Limited Partnership By and through its General Partner

SEVEN OGDEN SYNDICATE, a Utah General Partnership General Partner

BY: Wallace R. Woodbury

General Partner

Orin R. Woodbury General Partner

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STATE OF UTAH

County of Salt Lake

On the 14th day of May, 1985, personally appeared before me WALLACE R. WOODBURY and ORIN R. WOODBURY, the signers of the foregoing instrument, who being by me duly sworn did say that they are General Partners of Seven Ogden Syndicate, a Utah General Partnershing the General Partner of Northern Utah Imaging Center a Utah Limited Partnership, and the foregoing instrument was signed in behalf of said Partnership, and said WALLACE R. WOODBURY and ORIN R. WOODBURY, acknowledged to me that said Partnership executed the same.

Notary Public

Residing in

My Commission Expires: 20-06- 1-1-69

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EXHIBIT "A"

DESCRIPTION

A part of the Southeast Quarter of Section 17 Township 5 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey: Beginning at a point on the East outside wall of the main hospital building of St. Benedicts Hospital which is 1217.65 feet North 0°26'00" East along the East line of said Section 17 and 447.85 feet North 89°34' West from the Southeast corner of said Section 17: and running thence North 27°24'35" East 23.80 feet; thence North 72°24'35" East 137.71 feet to a point South 17°34' East from the Southeast corner of the St. Benedict Development Parcel (as amended); thence North 17°34' West 36.56 feet to the Southerly extremity of the curb line of existing parking lot; thence North 72°33'54" East 59.06 feet more or less to the Westerly extremity of the curb line of existing entrance roadway; thence around curve to the left along such curb line 16.20 feet more or less (Long Chord bears North 10°33'50" West 16.19 feet); thence North 17°34' West along such curb line as extended 246.12 feet more or less to the South boundary of 5350 South Street; thence North 89°34' West 64.17 feet more or less along said South boundary to a point North 17°34' West from the Northeast corner of the St. Benedict Development Parcel (as amended); thence South 17°34' East 217.70 feet more or less to the Southeast corner of the St. Benedict Development Parcel (as amended); thence South 72°24'35" West 154.58 feet more or less to a point North 17°35'25" West from the Northeast corner of Existing Radiation Therapy Building; thence South 17°35'25" East 117.57 feet more or less to the point of beginning. Contains Approximately 0.742 Acres.