

HW8083

When Recorded Mail To:  
Astro Manna, LLC  
3020 S 5750 W  
Wellsville, UT 84339

Entry No. 381623 WARRANTY DEED  
03/16/2018 03:40:02 PM B: 1334 P: 1119 Pages: 4  
FEE \$16.00 BY HERITAGE WEST  
Chad Montgomery, Box Elder County Recorder



## WARRANTY DEED

For Ten Dollars and other good and valuable consideration, Roland Allen Land and Livestock, Inc., an Idaho corporation, ("Grantor"), hereby conveys and warrants to Astro Manna, L.L.C. ("Grantee") of Wellsville, County of Cache, State of Utah, the following tract of land in Box Elder County, State of Utah, to-wit:

Tax I.D. No. 03-152-0061

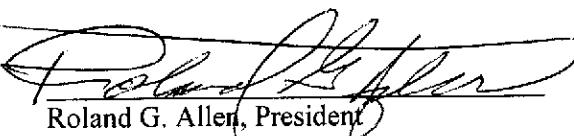
Lot 2, of the Brigham City Hospital Medical Center Subdivision Amended, according to the official plat thereof recorded July 6, 2004, as Entry No. 202443, in the office of the Box Elder County Recorder.

Grantor conveys said premises, with their appurtenances, to Grantee and to its successors and assigns to have and to hold forever. Grantor does hereby covenant to and with Grantee that Grantor owns said premises in fee simple, that the premises are free from all encumbrances, except as otherwise provided below, and that Grantor will forever warrant the title to said premises.

This conveyance is subject to those matters listed in the attached Exhibit A and to those certain Lease Agreements that are listed in the attached Exhibit B.

### GRANTOR:

Roland Allen Land and Livestock, Inc.

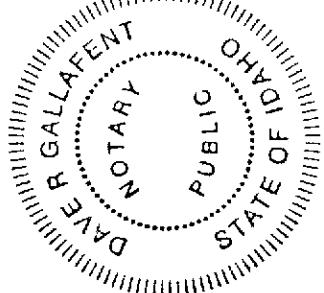


Roland G. Allen, President

State of Idaho )  
: ss.  
County of Bannock )

On this 15 day of March, 2018, before me, the undersigned, a Notary Public in and for said County and State, personally appeared **Roland G. Allen**, known to me to be the President of the corporation that executed the within instrument, or the person who executed the instrument on behalf of said corporation by authority of a resolution of its Board of Directors, and duly acknowledged to me that such corporation executed the same.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



  
NOTARY PUBLIC  
Residing at: Pocatello, Idaho  
My Commission Expires: 7/20/18

## Exhibit A

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary line, shortage in area, encroachments or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. Unpatented mining claim: reservations or exceptions in patents or in acts authorizing the issuance thereof; water rights, claims, or title to water, whether or not said matters are shown by the public record.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
7. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this commitment.
8. Accruing property taxes for the year 2018 and subsequent years. Tax I.D. No. 03-152-0061.
9. Said property is located within the boundaries of Taxing District No. 103, Brigham City, Utah, and is subject to all charges and assessments levied therein.
10. Claim, right, title or interest to water or water rights whether or not shown by the Public Records.
11. Subject to all existing roads, streets, alleys, ditches, reservoirs, utilities, canals, pipe lines, power, telephone, sewer, gas or water lines, and Right of Way and Easements thereof.
12. Public utility easements, notes and other items as set out in the plat of Brigham City Hospital Medical Center Subdivision, Recorded April 9, 1993, as Entry No. 54006.  
Amended July 6, 2004, as Entry No. 202443, of the official records.
13. Pole Line Easement, recorded December 31, 1968, as Entry No. 19224H, in Book 217, at Page 56, of the official records.
14. Right-of-Way Easement, recorded May 28, 1976, as Entry No. 5469H, in Book 282, at Page 978, of the official records.
15. Subject to the conditions set out in Special Warranty Deed, recorded April 21, 1983, as Entry No. 54324, in Book 542, at Page 593, of the official records.
16. Memorandum of Lease, recorded March 11, 2004, as Entry No. 197766, in Book 884, at Page 1409, of the official records.  
Memorandum of Lease, recorded March 11, 2004, as Entry No. 197767, in Book 884 at Page 1412, of the official records.

First Amendment to Memorandum of Lease and to Master Lease, recorded July 28, 2004, as Entry No. 203213, in Book 900, at Page 326, of the official records.

Assignment of Lease, recorded July 28, 2004, as Entry No. 203216, in Book 900, at Page 337, of the official records.

Tenant's Certificate, recorded July 28, 2004, as Entry No. 203217, in Book 900, at Page 342, of the official records.

17. Declaration and Grant of Easement for Common Ingress, Egress, Pedestrian and Parking use, recorded July 6, 2004, as Entry No. 202444, in Book 898, at Page 310, of the official records.

## Exhibit B

1. Lease, dated September 1, 2015, between **Brigham City Community Hospital, Inc. d/b/a Brigham City Community Hospital** as Tenant and Roland Allen Land and Livestock, Inc. ("RALLI") as Landlord and amended by that First Renewal of Lease Agreement, dated September 13, 2017.
2. Lease, dated October 1, 2015, between **Nathan J. McArthur, D.M.D., P.C.** as Tenant and Roland Allen Land and Livestock, Inc. ("RALLI") as Landlord and amended by that First Renewal of Lease Agreement, dated October 4, 2017.
3. Lease, dated October 1, 2017, between **Brigham Pediatrics, P.C.** as Tenant and Roland Allen Land and Livestock, Inc. ("RALLI") as Landlord and amended by that First Renewal of Lease Agreement, dated October 4, 2017.
4. Lease, dated September 6, 2016, between **Community Health Centers, Inc.** as Tenant and Roland Allen Land and Livestock, Inc. ("RALLI") as Landlord.