

WHEN RECORDED RETURN TO:
RAFT RIVER PROPERTIES, LLC
289 Centennial Drive
Heyburn, ID 83336-9707

TRUST DEED
With Assignment of Rents

This Trust Deed, made this 5 day of July 2023 between RAFT RIVER PROPERTIES, LLC, Trustor, whose address is 289 Centennial Drive, Heyburn, ID 83336-9707, and Sutherland Title Company, as Trustee, and ELLSWORTH B. JOHNSON and ETTA JOHNSON, as Beneficiary.

WITNESSETH: That Trustor CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER OF SALE, the following described property in Salt Lake County, State of Utah, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO

Tax ID#: 33-03-477-015

Together with all buildings, fixtures and improvements thereon and all water rights, rights of way, easements, rents, issues, profits, income, tenements, hereditaments, privileges and appurtenances thereunto belonging, now or hereafter used or enjoyed with said property, or any part thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

FOR THE PURPOSE OF SECURING (1) payment of the indebtedness evidenced by a promissory note dated June 26, 2023, in the principal sum of One Million Five Hundred Thousand Dollars and No Cents (\$1,500,000.00), made by Trustor, payable to the order of Beneficiary at the times, in the manner and with interest as therein set forth, and any extensions and/or renewals or modifications thereof; (2) the performance of each agreement of Trustor herein contained; (3) the payment of such additional loans or advances as hereafter may be made to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Trust Deed; and (4) the payment of all sums expended or advanced by Beneficiary under or pursuant to the terms hereof, together with interest thereon as herein provided.

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

1. To keep said property in good condition and repair; not to remove or demolish any buildings thereon, to complete or restore promptly and in good and workmanlike manner any building which may be constructed damaged or destroyed thereon; to comply with all laws, covenants and restrictions affecting

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said property; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to do all other acts which from the character or use of said property may be reasonably necessary, the specific enumeration's herein not excluding the general; and, if the loan secured hereby or any part thereof is being obtained for the purpose of financing construction of improvements on said property, Trustor further agrees:

(a) To commence construction promptly and to pursue same with reasonable diligence to completion in accordance with plans as specifications satisfactory to Beneficiary; and

(b) To allow Beneficiary to inspect said property at all times during construction.

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

***NOTE: Trustee must be a member of the Utah State Bar; a bank, building and loan association or savings and loan association authorized to do such business in Utah; a corporation authorized to do a trust business in Utah; or a title insurance or abstract company authorized to do such business in Utah.**

2. To provide and maintain insurance, of such type or types and amounts as Beneficiary may require, on the improvements now existing or hereafter erected or placed on said property. Such insurance shall be carried by companies approved by Beneficiary with loss payable clause in favor of and in form acceptable to Beneficiary. In event of loss, Trustor shall give immediate notice to Beneficiary, who may make proof of loss, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Beneficiary instead of to Trustor and Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by Beneficiary, at its option, to reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged.

3. To deliver to, pay for and maintain with Beneficiary until the indebtedness secured thereby is paid in full such evidence of title as Beneficiary may require, including abstracts of title or policies of title insurance and any extensions or renewals thereof or supplements thereto.

4. To appear in and defend any action or proceeding purporting to affect the security thereof, the title to said property, or the rights or powers of Beneficiary or Trustee; and should Beneficiary or Trustee elect to also appear in or defend any such action or proceeding, to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum incurred by Beneficiary or Trustee.

5. To pay at least 10 days before delinquency all taxes and assessments affecting said property, including all assessments upon water company stock and all rents, assessments and charges for water, appurtenant to or used in connection with said property; to pay, when due, all encumbrances, charges, and liens with interest, on said property or any part thereof, which at any time appear to be prior or superior hereto; to pay all costs, fees, and expenses of this Trust.

6. Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation to do so without notice to or demand upon Trustor and without releasing Trustor from an 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, Beneficiary or Trustee being authorized to enter upon said property for such purposes; commence, appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and in exercising any such powers incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefore, including cost of evidence of title, employ counsel, and pay his reasonable fees.

7. To pay immediately and without demand all sums hereunder by Beneficiary or Trustee, with interest from date of expenditure at the rate of ten percent (10%) per annum until paid, and the repayment thereof shall be secured hereby.

IT IS MUTUALLY AGREED THAT:

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8. Should said property or any part thereof be taken by reason of any public improvement or condemnation proceeding, or damaged by fire, or earthquake, or in any other manner, Beneficiary shall be entitled to all compensation, awards, and other payments or relief therefore, 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 settlements, in connection with such taking or damage. All such 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 Beneficiary, who may, after deducting therefrom all its expenses, including attorney's fees, apply the same on any indebtedness secured hereby. Trustor agrees to execute such further assignments of any compensation, award, damages, and rights of action and proceeds as Beneficiary or Trustee may require.

9. At any time and from time to time upon written request of 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, Trustee may (a) consent to the making of any map or plat of said property; (b) join in granting any easement or reassign any restriction thereon; (c) join in any subordination or other agreement affecting this Trust Deed or the lien or charge thereof; (d) 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 truthfulness thereof. Trustor agrees to pay reasonable fees for any of the services mentioned in this paragraph.

10. As additional security, Trustor hereby assigns 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 Trustor shall default in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, 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 Trustor shall default as aforesaid, Trustor's right to collect any of such moneys shall cease and Beneficiary shall have the right, with or without taking possession of the property affected hereby, to collect all liens, royalties, issues, and profits. Failure of discontinuance of Beneficiary at any time or from time to time to collect any such moneys shall not in any manner affect the subsequent enforcement by Beneficiary of the right, power, and authority to collect the same. Nothing contained herein, nor the exercise of the right by Beneficiary to collect, shall be, or be construed to be, an affirmation by 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.

11. Upon any default by Trustor hereunder, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court (Trustor hereby consenting the appointment of Beneficiary as such receiver), and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property of any part thereof, in its own name sue for or otherwise collect said rents, and profits, including those past due and unpaid and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine.

12. The entering upon and taking possession of said property, the collection of such rents, issues, and profits, or the proceeds of fire and other insurance policies, or compensation or awards for any taking or damage of said 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.

13. The failure on the part of Beneficiary to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver by Beneficiary of any default shall not constitute a waiver of any other subsequent default.

14. Time is of the essence hereof. Upon default by Trustor in the payment of any indebtedness secured hereby or the performance of an agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of Beneficiary. In the event of such default, Beneficiary may execute or cause Trustee to execute a written notice of default and of election to cause said property to be sold to satisfy the obligations hereof, and Trustee shall file such notice for record in each county wherein said property or some part or parcel thereof is situated. Beneficiary also shall deposit with

Trustee, the note and all documents evidencing expenditures secured hereby.

15. After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said 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 Trustor to direct the order in which such property, if consisting of several known lots or parcels, shall be subject to any statutory right of Trustor to direct the order in which such 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 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 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 Forty-five (45) days beyond the day designated in the notice of sale, notice thereof shall be given in the same manner as the original notice of sale. Trustee shall execute and deliver to the purchaser its Deed conveying said 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 Beneficiary, may bid at the sale. Trustee shall apply the proceeds of the sale to payment (1) 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; (2) cost of any evidence of title procured in connection with such sale and revenue stamps on Trustee's Deed; (3) all sums expended under the terms hereof, not then repaid, with accrued interest at the Note rate per annum from date of expenditure; (4) all other sums then secured hereby; and (5) the remainder, if any, to the person or persons legally entitled thereto, or the Trustee in its discretion, may deposit the balance of such proceeds with the Clerk of the District Court of the county in which the sale took place.

16. Upon the occurrence of any default hereunder, 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 Beneficiary shall be entitled to recover in such proceeding all costs and expenses incident thereto, including a reasonable attorney's fee in such amount as shall be fixed by the court.

17. 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 said 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.

18. This Trust Deed shall apply to, inure to the benefit of, and bind all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. All obligations of Trustor hereunder are joint and several. The term "Beneficiary" shall mean the owner and holder, including any pledge, of the note secured hereby. In this Trust Deed, whenever the context requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

19. Trustee accepts this Trust when this Trust Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Trust Deed or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a part, unless brought by Trustee.

20. This Trust Deed shall be construed according to the laws of the State of Utah.

21. This undersigned Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to him at the address hereinbefore set.

Dated this 5th day of July, 2023.

RAFT RIVER PROPERTIES, LLC	
<u>Joshua Webb</u>	
JOSHUA WEBB	
Manager	

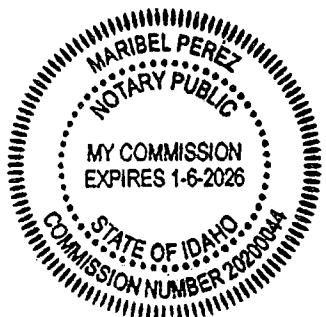
State of Idaho
County of Minidoka

On this 5th day of July, 2023, before me, the undersigned Notary Public, personally appeared JOSHUA WEBB the Manager of RAFT RIVER PROPERTIES, LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged before me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

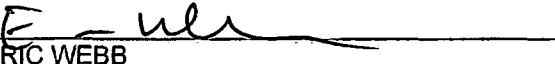
M. Perez

Notary Public

My commission expires: 01/06/2026

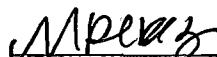


Dated this 5th day of July, 2023

RAFT RIVER PROPERTIES, LLC	
 ERIC WEBB Manager	

State of Idaho
County of Minidoka

On this 5th day of July, 2023, before me, the undersigned Notary Public, personally appeared ERIC WEBB the Manager of RAFT RIVER PROPERTIES, LLC; personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged before me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.



Notary Public

My commission expires: 01/06/2024



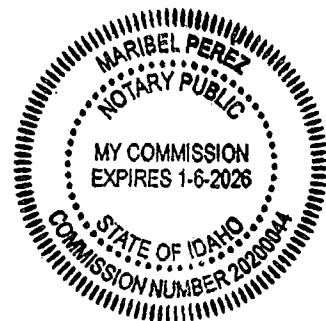
Dated this 5th day of July, 2023

RAFT RIVER PROPERTIES, LLC  JUSTIN WEBB Manager	
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State of Idaho
County of Minidoka

On this 5th day of July, 2023, before me, the undersigned Notary Public, personally appeared JUSTIN WEBB the Manager of RAFT RIVER PROPERTIES, LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged before me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

M. Perez
Notary Public
My commission expires: 01/01/2024



Dated this 5th day of July, 2023

RAFT RIVER PROPERTIES, LLC	
	
TODD JENSEN	
Manager	

State of Idaho
County of Minidoka

On this 5th day of July, 2023, before me, the undersigned Notary Public, personally appeared TODD JENSEN the Manager of RAFT RIVER PROPERTIES, LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged before me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.


Notary Public
My commission expires: 01/06/2026



EXHIBIT "A"
LEGAL DESCRIPTION

Land located in Salt Lake County, State of Utah, more particularly described as follows:

Beginning at a point which is North 23°01'00" East 119.70 feet from the Northwest Corner of Lot 1, Section 10, Township 4 South, Range 1 West, Salt Lake Base and Meridian; and running thence South 80°06'00" East 1626.71 feet to the Jordan River; thence North 33°25'00" East 207.20 feet to the Northeast corner of Lot 2, Section 11, Township 4 South, Range 1 West, Salt Lake Base and Meridian; thence West 171.60 feet (10.4 Rods); thence North 20°14'00" East 41.10 feet; thence North 80°06'00" West 1500.90 feet; thence South 23°01'00" West 206.30 feet to the point of beginning. LESS AND EXCEPTING therefrom any portion lying South of the common boundary line as defined and described in that certain Boundary Line Agreement recorded January 14, 2008, as Entry No. 10322483, in Book 9558, at Page 7522, of official records, more particularly described as follows: Beginning at a point on the East line of 1300 West Street, said point being North 0°03'08" West 108.32 feet along the quarter Section line and East 1374.01 feet from the South quarter corner of Section 2, Township 4 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 80°06'00" East 1551.03 feet to the end. ALSO, LESS AND EXCEPTING therefrom the property conveyed by that certain Warranty Deed recorded October 29, 1998, as Entry No. 7136166, in Book 8143, at Page 923, of official records, more particularly described as follows: Beginning at a point on the North line of Grantor's property and 17.50 feet right of the Engineer's Station 71+67.40 on the centerline of Salt Lake County Department of Public Works Project No. FV950185, said point being North 17.30 feet and East 1675.82 feet from the Northwest corner of Lot 1, Section 10, Township 4 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 89°25'40" East (East by deed) 86.57 feet along said North line to the East line of said Grantor's property; thence South 33°59'20" West (South 33°25'00" West by deed) 44.48 feet along said East line; thence North 58°32'54" West 72.33 feet to the point of beginning. ALSO, LESS AND EXCEPTING therefrom the property conveyed by that certain Quit Claim Deed recorded February 11, 2015, as Entry No. 11990753, in Book 10295, at Page 1156, of official records, more particularly described as follows: A parcel of land situate in the Southeast quarter of Section 3, Township 4 South, Range 1 West, Salt Lake Base and Meridian, being part of an entire tract of property defined in that certain Warranty Deed recorded June 30, 1978, as Entry No. 3132197, and further defined by Boundary Line Agreement recorded January 14, 2008, as Entry No. 10322483, being more particularly defined as follows: Beginning at the Westernmost corner of said entire tract, said point being North 23°01'00" East 119.70 feet from the Northwest corner of Lot 1, Section 10, Township 4 South, Range 1 West, Salt Lake Base and Meridian, said point also being South 89°59'26" West 1268.62 feet along the Section line and perpendicularly North 00°00'34" West 110.23 feet from the Southeast corner of Section 3, Township 4 South, Range 1 West, Salt Lake Base and Meridian, said point also being North 80°06'00" West 27.39 feet from the Northeast corner of Sage Estates Phase 2A Subdivision, according to the official plat thereof, thence North 23°01'00" East 206.30 feet coincident with the Westerly boundary line to the Northwesterly corner of said entire tract; thence South 80°06'00" East 7.61 feet coincident with the Northerly boundary line of said entire tract to a point lying 2 feet perpendicular and parallel Easterly from an existing edge of asphalt road; thence the following four (4) courses coincident with a line lying 2 feet perpendicular and parallel Easterly from an existing edge of asphalt road: (1) South 24°58'41" West 15.20 feet; (2) thence South 26°33'29" West 32.38 feet; (3) thence South 25°14'47" West 121.03; (4) thence Southerly 38.84 feet along the arc of a 90.01 feet radius curve to the right (center bears South 85°24'25" West and the chord bears South 07°46'05" West 38.54 feet with a central angle of 24°43'20") to a point on the Southerly boundary line of said entire tract and the Northerly boundary line of Sage Estates Phase 2A Subdivision; thence North 80°06'00" West 10.59 feet along said Southerly and Northerly boundary lines and the point of beginning. ALSO, LESS AND EXCEPTING therefrom the property conveyed by that certain Quit Claim Deed recorded February 11, 2015, as Entry No. 11990754, in Book 10295, at Page 1159, of official records, more particularly described as follows: A parcel of land situate in the Southeast quarter of Section 3, Township 4 South,

Range 1 West, Salt Lake Base and Meridian, being part of an entire tract of property defined in that certain Warranty Deed recorded June 30, 1978, as Entry No. 3132197, and further defined by Boundary Line Agreement recorded January 14, 2008, as Entry No. 10322483, being more particularly defined as follows: Beginning at a point of intersection of Southerly boundary line of entire tract and a point lying 2 feet perpendicular and parallel Easterly from an existing edge of asphalt road, said point being North 23° 01'00" East 119.70 feet and South 80°06'00" East 10.59 feet from the Northwest corner of Lot 1, Section 10, Township 4 South, Range 1 West, Salt Lake Base and Meridian, said point also being South 89° 59'26" West 1268.62 feet along the Section line and perpendicularly North 00°00'34" West 110.23 feet and South 80°06'00" East 10.59 feet from the Southeast corner of Section 3, Township 4 South, Range 1 West, Salt Lake Base and Meridian, said point also being North 80°06'00" West 13.25 feet from the Northeast corner of Sage Estates Phase 2A Subdivision, according to the official plat thereof, thence the following four (4) courses coincident with a line lying 2 feet perpendicular and parallel Easterly from an existing edge of asphalt road: (1) Northerly 38.84 feet along the arc of a 90.01 feet radius curve to the left (center bears North 69°52'15" West and the chord bears North 07°46'05" East 38.54 feet with a central angle of 24°43'20"); (2) thence North 25°14'47" East 121.03 feet; (3) thence North 26°33'29" East 32.38; (4) thence North 24°58'41" East 15.20 feet to a point on the Northerly boundary line of said entire tract; thence South 80°06'00" East 21.59 feet coincident with said Northerly boundary line of said entire tract; thence South 25°38'47" West 97.55 feet; thence Southwesterly 16.03 feet along the arc of a 334.00 feet radius curve to the right (center bears North 64°21'13" West and chord bears South 27°01'18" West 16.03 feet with a central angle of 02°45'02"); thence South 28°23'50" West 96.71 feet to a point on said Southerly boundary line of said entire tract and the Northerly Boundary Line of Sage Estates Phase 2A Subdivision; thence North 80°06'00" West 3.55 feet coincident with said Southerly and Northerly boundary lines to the point of beginning.

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