

When Recorded Return To:  
Jeffrey N. Walker  
Holman Walker  
9537 South 700 East  
Sandy, Utah 84070

### DECLARATION OF SIGN EASEMENT

This Declaration of Sign Easement is made and entered into as of the 4<sup>TH</sup> day of November 2015, by Pinnacle Vineyard, LLC, a Utah limited liability company, ("PV") and Anderson Geneva, LLC, a Delaware limited liability company and Ice Castle Retirement Fund, LLC, a Delaware limited liability company (collectively "Anderson").

#### WITNESSETH:

A. Anderson is the current owner of certain real property with an address 707 East Mill Road, Vineyard, UT 84057 situated in the County of Utah, State of Utah, more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Mill Road Parcel").

B. PV desires a perpetual right to construct, install, erect, maintain and repair a sign and the underground or above-ground utilities serving such sign on the portion of the Mill Road Parcel described on Exhibit B attached hereto and incorporated herein by this reference (the "Sign Parcel").

NOW, THEREFORE, Anderson declares as follows:

1. Anderson, for itself, its successors and assigns, hereby grants to PV, the right and easement in perpetuity for the construction, installation, erection, maintenance, repair, replacement and operation of a sign (the "Sign") on the Sign Parcel and the underground utilities serving any such Sign, which shall be constructed according to governmental standards applicable at the time of construction, together with the right and easement in perpetuity for ingress and egress to exercise the easement rights granted hereunder with respect to the Sign Parcel. This Easement includes all rights as lessor in connection with any existing or future signs on the Sign Parcel.

2. Anderson, for itself, its successors and assigns, hereby grants to PV the right and easement in perpetuity assuring visibility of the Sign from Mill Road, including without limitation, the prohibition of improvements, obstructions or vegetation which obstruct the Sign.

3. PV shall be responsible to maintain the Sign in compliance with all applicable rules, regulations, laws, ordinances or codes affecting the Sign.

4. PV, at its sole costs and expense, shall be responsible for the maintenance, repair and replacement of the Sign and all panels thereon in good condition and repair and payment of all utilities consumed by operation of the Sign.

5. In the event PV fails to maintain the Sign and all panels thereon, in good condition and repair, or otherwise fails to perform any of PV's obligations hereunder and such failure continues for ten (10) days after written notice from the holder of the Mill Road Parcel (the "Owner"), the Owner, in addition to all other remedies at law or in equity, may repair and maintain the Sign and any panels thereon. Any costs and expenses, including, without limitation, reasonable attorneys' fees incurred by the

Owner in curing a breach by PV or enforcing the Owner's rights under this Easement shall be payable on demand by the Owner, and shall accrue interest from the time incurred until paid at twelve percent (12%) per annum, which obligation will survive termination hereof.

6. All written notices provided for herein shall be personally delivered or mailed by registered or certified United States mail, postage prepaid, return receipt requested or by a nationally recognized overnight courier service for next day delivery, together with a copy via facsimile, to the parties at the addresses given below, or at such other address as may be specified by written notice:

Anderson: Anderson Geneva, LLC  
9537 South 700 East  
Sandy, UT 84070

PV: Pinnacle Vineyard, LLC  
1108 East South Union Ave.  
Midvale, UT 84047

All notices so mailed shall be deemed delivered upon actual delivery or three (3) business days after mailing by certified mail, return receipt requested and on the next business day after mailing by overnight courier service.

7. The terms and provisions of this Easement shall be binding upon and inure to the benefit of the parties hereto and their heirs, representatives, successors, and assigns. The burdens on the Mill Road Parcel shall run with the land and be appurtenant thereto, with the effect that any person or entity which acquires an interest in the Mill Road Parcel shall be bound by this Easement. The Sign Easement is an easement in gross, and may be transferred separately by PV from the Mill Road Parcel, and may be leased, assigned, pledged or otherwise transferred in the sole discretion of PV; provided that in the event of a transfer of all rights created by this Easement, PV shall thereafter have no right or obligation under this instrument, all of which rights and obligations shall then be held by the transferee.

8. In the event that any party is required to commence any action or proceeding against the other in order to enforce the provisions hereof, the prevailing party shall recover, in addition to any amounts or relief otherwise awarded, all reasonable costs incurred in connection therewith, including attorneys' fees.

9. No waiver by either party of any default under this Easement shall be effective or binding upon such party unless made in writing. No waiver of any default shall be deemed a waiver of any other or subsequent default hereunder.

10. None of the terms or provisions of this Easement shall be deemed to create a partnership between the parties in the respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise.

11. If any provision of this Easement is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this Easement, then the legality, validity and enforceability of the remaining provisions of this Easement shall not be affected thereby; and in lieu of each such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Easement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and which shall be legal, valid and enforceable.

12. This Easement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. The parties agree that signatures transmitted via facsimile shall be binding as if they were originals.

13. The terms and conditions of this Easement shall be governed and construed under the laws of the State of Utah.

14. Except as specifically provided otherwise herein, this easement and the burdens and benefits thereof shall run with the land, but in the event any party shall convey its fee interest in all or a portion of its property, said party shall automatically be freed and relieved, from and after the date of such transfer or conveyance, of all its liability as respects the performance of any agreement or obligation on the part of such party contained in this Easement thereafter to be performed with respect to the property or portion of the property conveyed, except for payment of any obligation incurred prior to the transfer or conveyance. It is intended hereby that the agreements and obligations contained in this Easement on the part of each party shall be binding upon such party only during the period of its ownership, but that the conveying Party shall remain liable only for its breach of an obligation hereunder which occurred prior to the date of conveyance. Any grantee of a fee interest in a property shall automatically be deemed to have assumed the obligations of an owner hereunder.

15. This Easement and the exhibits hereto contain all of the representations and the entire agreement between the parties with respect to the subject matter hereof. Any prior correspondence, memoranda or agreements between the parties or any of them with respect to the subject matter hereof are merged herein and replaced by this Easement.

16. Nothing herein contained shall be deemed to be a gift or dedication to or for the general public or for any public purposes whatsoever, it is the intention of the parties that this Easement shall be strictly limited to and for the purposes herein expressed.

[Signatures on following page]

IN WITNESS WHEREOF, Anderson has executed this Easement on the date first written above.

ANDERSON GENEVA, LLC, a Delaware limited liability company

By: Anderson Holdings, LLC, its Manager

By: [Signature]  
Gerald D. Anderson, Manager

ICE CASTLE RETIREMENT FUND, LLC, a Delaware limited liability company

By: Pro Management Utah, LLC, its Manager

By: [Signature]  
Glen R. Pettit, Manager

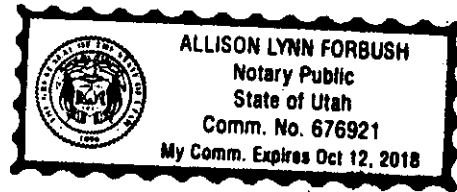
STATE OF UTAH )  
 : ss.  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of November 2015, by Gerald D. Anderson, as the Manager of ANDERSON GENEVA, LLC, a Delaware limited liability company.

Witness my hand and official seal.

[Signature]  
Notary Public

My commission expires: 10-12-18



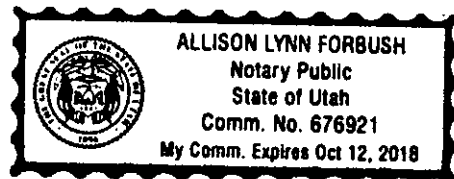
STATE OF UTAH )  
 : ss.  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of November 2015, by Glen R. Pettit, as the Manager of ICE CASTLE RETIREMENT FUND, LLC, a Delaware limited liability company.

Witness my hand and official seal.

[Signature]  
Notary Public

My commission expires: 10-12-18



**EXHIBIT A**

MILL ROAD PARCEL LEGAL DESCRIPTION

Lot 5, Geneva Gateway Subdivision, according to the official plat thereof as recorded in the office of the Utah County Recorder.

**EXHIBIT B**

SIGN PARCEL LEGAL DESCRIPTION

**Monument Sign Easement**

Beginning at a point being North 00°03'06" West 75.54 feet along the Section Line and West 641.35 feet from the East Quarter Corner of Section 17, Township 6 South, Range 2 East, Salt Lake Base and Meridian; and running

thence South 36°08'49" West 11.20 feet;  
thence North 53°51'11" West 5.00 feet;  
thence North 36°08'49" East 11.20 feet;  
thence South 53°51'11" East 5.00 feet to the point of beginning.

Contains 56 Square Feet

CENTER STREET

MONUMENT SIGN  
EASEMENT

15.0'

15.0'

