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10/30/2014 3:29:00 PM \$21.00  
Book - 10271 Pg - 3819-3824  
Gary W. Ott  
Recorder, Salt Lake County, UT  
FIRST AMERICAN TITLE  
BY: eCASH, DEPUTY - EF 6 P.

WHEN RECORDED, RETURN TO  
Greenberg Traurig LLP  
3161 Michelson Drive, Suite 1300  
Irvine, California 92612  
Attention: Howard Chu, Esq.

NCS 679191-SAI

### ASSIGNMENT OF PARKING DECLARATION

THIS ASSIGNMENT OF PARKING DECLARATION (“Assignment”) is made this ~~30~~<sup>31</sup> day of October, 2014, by and between MILLROCK PARK NORTH, LLC, a Utah limited liability company (“Assignor”), and EOS AT MILLROCK PARK, LLC, a Delaware limited liability company (“Assignee”), with reference to the following facts and circumstances:

#### RECITALS

A. Assignor is the “Manager” under that certain Declaration of Easements, Covenants and Restrictions executed by Assignor and relating to Parking Structure for Millrock Park North and Millrock Park East, dated January 18, 2006, and recorded in the Salt Lake County Recorder’s Office on January 20, 2006, as Entry No. 9614899, in Book 9245, beginning at Page 6163 (the “Parking Declaration”). The Parking Declaration encumbers that certain real property described in Exhibit A attached hereto and made a part hereof (the “Property”).

B. Assignor desires to assign to Assignee any and all of its rights and interests as the “Manager” under the Parking Declaration, all upon the following terms and conditions.

#### TERMS AND CONDITIONS

1. For valuable consideration, receipt of which is hereby acknowledged, Assignor hereby assigns all of its right, title, and interest as “Manager” under and pursuant to the Parking Declaration to Assignee. Assignor acknowledges and agrees that it no longer has any rights whatsoever as “Manager” under the provisions of the Parking Declaration.

2. All of the terms and conditions of this Assignment shall apply to benefit and bind the successors and assigns of the respective parties.

3. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

4. This Assignment shall be governed by and construed in accordance with the laws of the State of Utah.

*[Remainder of page left intentionally blank.]*



**ASSIGNEE:**

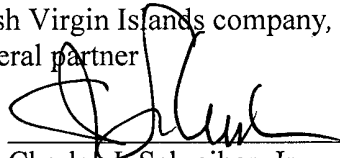
EOS AT MILLROCK PARK, LLC,  
a Delaware limited liability company

By: EOS PROPERTIES, LLC,  
a Delaware limited liability company,  
its sole member and manager

By: EOS INVESTMENT FUND, L.P.,  
a Delaware limited partnership,  
its sole member

By: POLIS REALTY ADVISORS, LTD.,  
a British Virgin Islands company,  
its general partner

By:

  
\_\_\_\_\_  
Charles J. Schreiber, Jr.,  
Chief Executive Officer

**ACKNOWLEDGMENT**

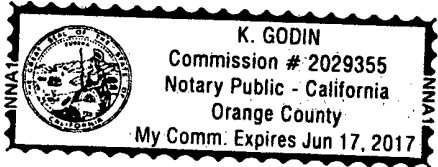
State of California  
County of Orange

On October 22, 2014 before me, K. Godin, Notary Public  
(insert name and title of the officer)

personally appeared Charles J. Schreiber, Jr.  
who 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 to 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.



Signature  (Seal)

**EXHIBIT A**

**Legal Description**

Lots 2 and 3, Millrock Park Subdivision, according to the official plat thereof on file and of record in the Salt Lake County Recorder's Office, recorded August 9, 2004, as Entry No. 9141334 in Book 2004P of Plats at Page 221.

APNs: 22-23-251-034-0000 and 22-23-251-032-0000