BILL GARRETT, Davidson County
Trans:T20160027865 DEEDWARRSP
Recvd: 04/06/16 10:33 12 pgs
Fees:63.00 Taxes:195409.95
20160406-0032908

STATE OF TENNESSEE §

COUNTY OF DAVIDSON §

Name and Address of New Owner:	Send Tax Bills to:	Map-Parcel Number
Passco Overlook DST c/o Passco Overlook Manager, LLC 2050 Main Street, Suite 650 Irvine, California 92614	Same as Owner	Map 163 Parcel 100
This instrument prepared by: Cherry Petersen Landry Albert LLP 8350 North Central Expressway, Suite 1500 Dallas, Texas 75206-1619 Attn.: Jon G. Petersen		
After Recording, Return To: Passco Overlook DST c/o Passco Overlook Manager, LLC 2050 Main Street, Suite 650 Irvine, California 92614		

(Please note a derivation clause is required to be included following the legal description)

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION OF the sum of Ten Dollars, cash in hand paid by the hereinafter named GRANTEE, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, **WW Overlook, LLC**, a Tennessee limited liability company, hereinafter called "GRANTOR", has bargained and sold, and by these presents does transfer and convey unto **Passco Overlook DST**, a Delaware statutory trust, hereinafter called "GRANTEE", its successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described in **Exhibit A** attached hereto and incorporated herein.:

Said property is transferred subject to the matters described in **Exhibit B** attached hereto and incorporated herein (the "Permitted Exceptions").

This is improved property located at 727 Bell Road, Antioch, Tennessee 37013.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEE, its successors and assigns, forever, and GRANTOR further covenants and binds itself, its successors and assigns to warrant specially and forever defend the title to said real estate to GRANTEE, its successors and assigns, against the lawful claims of all persons claiming through and under GRANTOR (other than claims arising out of the Permitted Exceptions described in **Exhibit B** attached hereto and incorporated herein), but not further or otherwise.

Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

As set forth in Section 9(C) Purchase and Sale Agreement dated effective on or about March 1, 2016, to which Grantor and Grantee are parties (the "**Purchase Agreement**"), which is hereby incorporated by reference as if herein set out in full, the Property is conveyed by Grantor and accepted by Grantee AS IS, WHERE IS, WITH ALL FAULTS, AND WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES OF WHATSOEVER NATURE, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION WARRANTIES OF HABITABILITY, MERCHANTABILITY, WORKMANLIKE CONSTRUCTION, FITNESS FOR USE OR ACCEPTABILITY FOR THE PURPOSE INTENDED BY GRANTEE), EXCEPT FOR THE SPECIAL WARRANTY OF TITLE CONTAINED IN THIS SPECIAL WARRANTY DEED AND EXCEPT AS EXPRESSLY SET FORTH IN THE PURCHASE AGREEMENT, IT BEING THE INTENTION OF GRANTOR AND GRANTEE EXPRESSLY TO NEGATE AND EXCLUDE ANY AND ALL WARRANTIES, REPRESENTATIONS OR GUARANTEES, EXCEPT FOR THE SPECIAL WARRANTY OF TITLE CONTAINED IN THIS SPECIAL WARRANTY DEED AND EXCEPT AS EXPRESSLY SET FORTH IN THE PURCHASE AGREEMENT.

Grantee by its acceptance of this Special Warranty Deed shall be deemed to consent to all of the terms and provisions hereof.

[The remainder of this page is blank. The Grantor's signature is on the following page.]

IN WITNESS WHEREOF, this special warranty deed has been executed by Grantor to be effective as of April 5th, 2016.

GRANTOR:

WW OVERLOOK, LLC,
a Tennessee limited liability company

By: _____
Name: W. Chandler Wonderly
Title: Manager

STATE OF CALIFORNIA §
§
COUNTY OF SAN FRANCISCO §

On March 29, 2016 before me Ruyi Li
(insert the name and title of officer)

personally appeared W. Chandler Wonderly, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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)

RUYI LI
COMM. #2139117
Notary Public - California
San Francisco County
My Comm. Expires Jan. 3, 2020

STATE OF CALIFORNIA §
§
COUNTY OF ORANGE §

I hereby swear or affirm that the actual consideration for this transfer, or value of the property transferred, whichever is greater, is $52,813,500.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

AFFIANT - GRANTEE:

PASSCO OVERLOOK DST,
a Delaware statutory trust

By: Passco Overlook Manager, LLC,
a Delaware limited liability company,
its Manager

By: _____
Alan Clifton, Vice President

STATE OF CALIFORNIA §
§
COUNTY OF ORANGE §

Subscribed and sworn to (or affirmed) before me on this ____ day of April, 2016, by Alan Clifton, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

SEE ATTACHED NOTARY CERTIFICATE

(Seal)

_____
Signature of Notary Public

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

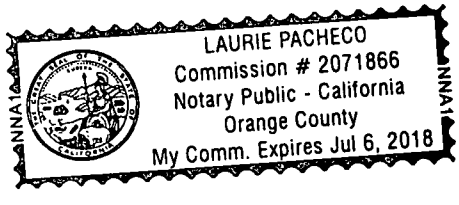
STATE OF CALIFORNIA_____)

COUNTY OF ORANGE_____)

Subscribed and sworn to (or affirmed) before me on this 1ST day of April, 2016,

by Alan Clifton, proved to me on the basis of satisfactory evidence
Name of Signer

to be the person who appeared before me.



Signature _____
Signature of Notary Public

Place Notary Seal Above

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

A tract of land in the Twenty-eighth Councilmanic District of Metropolitan Nashville and Davidson County, Tennessee being part of Lot 1 on the Final Plat of "The Overlook At Hickory Hollow" of record in Book 9700, Page 121, Register's Office for Davidson County, Tennessee and being more particularly described as follows:

Beginning at an iron rod (old) on the westerly right-of-way line of Bell Road, (right-of-way varies), said pin being situated S 36°34'29" W, 591.27' feet from the centerline intersection of Bell Road & Zelida Avenue; Thence,

I. With an offset in the right-of-way of Bell Road, N 85°15'45" W passing an iron rod (old) at 29.44 feet at said offset and with the north line of lot J-5 as shown on the plan entitled "Hickory Hollow Terrace" as of record in plat book 5200, page 697, R.O.D.C., Tennessee a total distance of 574.65 feet to an iron rod (old); Thence,

2. With the east line of the WILLIAM T. WELLS & wife PATSY R. WELLS property as recorded in deed book 4688, page 444, R.O.D.C., Tennessee and with a Boundary Line Agreement, between Patricia A. Wells & William 1. Wells & Patsy R. Wells, dated September 15, 1995, N 07° 52'23" E, 834.33 feet to an iron rod (old); Thence,

3. Continuing with the east line of the Wells property and with said Boundary Line Agreement, N 29°45'04" W, 681.36 feet to an iron rod (old), in the southeasterly right-of-way line of Rural Hill Road, (a 50-foot wide road); Thence,

4. With the southeasterly right-of-way line of Rural Hill Road, N 64°27'35" E, 100.49 feet, to an iron rod (old); Thence,

5. Continuing with said right-of-way line, 32.86 feet along the arc of a curve to the left that has a radius of 390.00 feet to an iron rod (old) at the northwest corner of the Karen Leigh Wade property as of record in Deed Book 10335, Page 1, R.O.D.C., Tennessee, said curve has a chord bearing and distance of N 62°02'38" E, 32.85 feet; Thence,

6. With the property lines of said Karen Leigh Wade, S 41°40'55" E, 382.06 feet to an iron rod (old); by a wood fence post; Thence,

7. N 55°58'10" E, 151.84 feet to an iron rod (old) by a wood fence post; Thence,

8. N 32°39'37" W, 349.87 feet to an iron rod (old) by a wood fence post, said iron rod being on the southerly property line of Water W. Wyckoff as of record in Deed Book 5899, Page 194, R.O.D.C., Tennessee the same being the southerly property line of Lot 2 as shown on the plan entitled "Rural Hill Acres" as recorded In Plat Book 5210, Page 83, R.O.D.C., Tennessee; Thence,

9. With the southerly property line of said Walter W. Wyckoff S 82°49'00" E, 495.25 feet to an iron rod (old); Thence,

10. Continuing with the southerly line of the Walter W. Wyckoff property, S 82°55'38" E, 51.71 feet to an iron rod (old); Thence,

11. With the east line of the Wyckoff property, N 00°15'54" W, 324.46 feet to an iron rod (old); Thence,

12, With the south line of the Jerry D. Cupit property as recorded in Deed Book 8142, Page 592, R.O.D,C., Tennessee the same being the south line of lot 1 as shown on the plan entitled "Rural Hill Acres" as recorded in plat book 5210, page 83, R.O.D.C., Tennessee N 85°04'44" E, 169.61 feet to an iron rod (old); Thence,

13. With the easterly line of the Jerry D. Cupit property, the same being the easterly line of lot 1 of the aforementioned "Rural Hill Acres," N 14°31'07" W, 119.30 feet to an existing metal fence post; Thence,

14. Continuing with said easterly line, N 36°15'45" W, 104.57 feet to an iron rod (old); Thence,

15. Continuing with said easterly line, N 18°37'21" W, 101.29 feet to an iron rod (old); Thence,

16. Continuing with said easterly line, N 26°40'41" E, 36.24 feet to an iron rod (old); Thence,

17. Continuing with said easterly line, N 28°07'53" W, 65.51 feet to an iron rod (old); Thence,

18. With the southerly line of the Preston A. Finney property as recorded in deed book 8832, page 694, R.O.D.C., Tennessee & the southerly line of lots 3 & 1 as shown on the plan entitled "Hickory Highlands Apartments" as recorded lit plat book 6900, page 729, R.O.D.C., Tennessee, N 61°19'11" E, 360.69 feet to an iron rod (old); Thence,

19. Continuing with the southerly line of lot 1, the same being the Metropolitan Government Library property as recorded in deed book 7677, page 59, R.O.D.C., Tennessee S 61°58'10" B, 446.44 feet to an iron rod (old) in the westerly right-of-way line of Bell Road; Thence,

20. With the westerly right-of-way line of Bell Road, 428.33 feet along the arc of a curve to the left that has a radius of 1477.50 feet to an iron rod (new), said curve has a chord bearing and distance of S 27°48'51" W, 426.83 feet; Thence,

21. 155.47 feet along the arc of a curve to the left that has a radius of 1474.39 feet to an iron rod (new), said curve has a chord bearing and distance of S 18°39'22" W 155.40 feet; Thence,

22. N 83°49'33" W 7.00 feet to an iron rod (new); Thence,

23. S 05°45'27" W 24.27 feet to an iron rod (new); Thence

24. 131.42 feet along the arc of a curve to the left that has a radius 1477.43 feet to an iron rod (new), said curve has a chord bearing and distance of S 11°55'12" W 131.37 feet; Thence,

25. S 09°23'01" W 41.08 feet to an iron rod (new); Thence,

26. N 83°32'32" W 1.57 feet to an iron rod (new); Thence,

27. S 06°16'13" W 39.00 feet to an iron rod (new); Thence,

28. S 09°11'25" W 41.01 feet to an iron rod (new); Thence,

29. S 09°11'38" W 311.95 feet to an iron rod (new); Thence,

30. S 11°09'46" W 12.70 feet to an iron rod (new); Thence,

31. N 63°47'46" E 2.68 feet to an iron rod (new); Thence,

32. S 09°23'01" W 389.26 feet to an iron rod (new); Thence,

33. 231.11 feet along the arc of a curve to the right that has a radius of 1390.39 feet to an iron rod (new), said curve has a chord bearing and distance of S 14°08'44" W 230.84 feet; Thence,

34. SSS" 40'20" W 25.51 feet to an iron rod (new); Thence,

35. S20"01'56" W 36.00 feet to an iron rod (new); Thence,

36. S 48°35'15" E 25.52 feet to an iron rod (new); Thence,

37. In a southerly direction 73.16 feet along the arc of a curve to the right that has a radius of 1390.40 feet to an iron rod (new), said curve has a chord bearing and distance of S 22°39'53" W 73.15 feet; Thence,

38. 23.24 feet along the arc of a curve to the right that has a radius of 1382.40 feet to an iron rod (new), said curve has a chord bearing and distance of S 26°55'11" W 23.24 feet; Thence,

39. S 37°48'31" W 55.29 feet to an iron rod (new); Thence,

40. S28°26'05" W 55.11 feet to an iron rod (new); Thence,

41. S 11°16'08" W 19.24 feet to an iron rod (new); Thence,

42. In a southwesterly direction 138.05 feet along the arc of a curve to the right that has a radius of 1382.40 feet to an iron rod (new), said curve has a chord bearing and distance of S 35°24'11" W 137.99 feet; Thence,

43. S 38°15'45" W 198.00 feet to the point of beginning and containing 1,793,347 square feet or 41.170 acres more or less as calculated by the above courses and distances which were determined pursuant to the accuracy standards as adopted by ALTA, NSPS, and ACSM.

Derivation:

Being the property conveyed to WW Overlook, LLC, by Special Warranty Deed from G&I IV Hickory Hollow L.P., a Delaware limited partnership, of record as Instrument No. 20100505-0033945, Register's Office for Davidson County, Tennessee.

This is improved property commonly known as: The Overlook Apartments, 727 Bell Road, Antioch, Tennessee 37013 in Davidson County, Tennessee.

EXHIBIT B

PERMITTED EXCEPTIONS

1. The lien of supplemental taxes and/or adjusted taxes, if any, pursuant to TCA 67-5-509 and TCA 67-5-603, assessed as a result of a change in ownership or the completion of new construction occurring on or after the date of the policy, none yet due and payable, as of the date of the policy.

2. Taxes for the year 2016 a lien, not yet due and payable.

3. Shortages in acreage.

4. Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage, dated April 18, 1997, granted by SCA-North Carolina Limited Partnership to Metropolitan Government of Nashville and Davidson County for a permanent easement, irregular in shape, as described therein, and recorded April 21, 1997, of record in Book 10460, page 442, in the Register's Office of Davidson County, Tennessee; as shown on the Survey prepared by Ted J. Stevenson, II, RLS Tenn. No. 2136, of Ragan-Smith Associates, Inc. for its Job No. 94146 and Work Order 0508, dated March 28, 2016. Note: Temporary easements have been terminated due to the completion of construction.

5. Right of Way Agreement, dated July 1953, by and between Russell O. Cashion, Sr. and wife, Mary Jane Cashion and Gulf Interstate Gas Company, for pipe line for transportation of products described therein, over area described therein, recorded January 18, 1954, of record in Book 2245, page 273, in the Register's Office of Davidson County, Tennessee; as shown on the Survey prepared by Ted J. Stevenson, II, RLS Tenn. No. 2136, of Ragan-Smith Associates, Inc. for its Job No. 94146 and Work Order 0508, dated March 28, 2016.

   Partial Release, dated October 27, 1983 by and between E.B. Smith, Jr. and Columbia Gulf Transmission Company, regarding Right of Way Agreement, recorded October 31, 1983, of record in Book 6167, page 71, in the Register's Office of Davidson County, Tennessee.

6. Right of Way Agreement, dated September 24, 1953, by and between J.D. Gregg and wife, Mary Edna Gregg and Gulf Interstate Gas Company, for pipe line for transportation of products described therein, over area described therein, recorded January 18, 1954, of record in Book 2245, page 275, in the Register's Office of Davidson County, Tennessee; as shown on the Survey prepared by Ted J. Stevenson, II, RLS Tenn. No. 2136, of Ragan-Smith Associates, Inc. for its Job No. 94146 and Work Order 0508, dated March 28, 2016.

   Partial Release, dated May 19, 1970, by and between J.D. Gregg and wife, Mary Edna Gregg and Columbia Gulf Transmission Company, regarding Right of Way Agreement,

recorded August 14, 1970, of record in Book 4438, page 687, in the Register's Office of Davidson County, Tennessee.

7. Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage, dated July 27, 1987, by and between E.B. Smith, Jr. and Metropolitan Government of Nashville and Davidson County, for a 20-foot sanitary sewer easement, recorded on January 21, 1988, of record in Book 7453, page 457, in the Register's Office of Davidson County, Tennessee; as shown on the Survey prepared by Ted J. Stevenson, II, RLS Tenn. No. 2136, of Ragan-Smith Associates, Inc. for its Job No. 94146 and Work Order 0508, dated March 28, 2016. Note: Temporary easements have been terminated due to the completion of construction.

8. Final Plat of the Overlook at Hickory Hollow, recorded on April 8, 1996, of record in Plat Book 9700, page 121, Register's Office of Davidson County, Tennessee, shows reservation for future right-of-way in northwest comer of property facing Rural Hill Road, and location of easements shown in Survey referenced herein; as shown on the Survey prepared by Ted J. Stevenson, II, RLS Tenn. No. 2136, of Ragan-Smith Associates, Inc. for its Job No. 94146 and Work Order 0508, dated March 28, 2016.

9. Warranty Deed, dated April 10, 1997, by and between SCA North Carolina Limited Partnership and the State of Tennessee, for drainage and slope easements, recorded on April 11, 1997, of record in Book 10414, page 98, Register's Office for Davidson County, Tennessee; as shown on the Survey prepared by Ted J. Stevenson, II, RLS Tenn. No. 2136, of Ragan-Smith Associates, Inc. for its Job No. 94146 and Work Order 0508, dated March 28, 2016. Note: Temporary easements have been terminated due to the completion of construction.

10. Property Alteration Agreement, dated June 10, 2005, by and among Archstone-Smith Trust, a Maryland real estate investment trust, Archstone-Smith Operating Trust, a Maryland real estate investment trust, and Equal Rights Center, a not-for-profit corporation, American Association of People with Disabilities, a not-for-profit corporation, and United Spinal Association, recorded June 29, 2005, of record as Instrument No. 20050629-0075058, Register's Office of Davidson County, Tennessee.

    Assignment and Assumption of Property Alteration Agreement, dated June 28, 2005, by and between Archstone-Smith Trust, a Maryland real estate investment trust, and Archstone-Smith Operating Trust, a Maryland real estate investment trust, and SFC Properties, Inc., a Delaware corporation, recorded June 29, 2005, of record as Instrument No. 20050629-0075059, Register's Office of Davidson County, Tennessee.

    Release of Property Alteration Agreement, dated August 5, 2008, by and between Equal Rights Center, American Association of People with Disabilities, and United Spinal Association and G&I IV Hickory Hollow L.P., recorded September 17, 2008, of record as Instrument No. 20080917-0094977, in the Register's Office of Davidson County, Tennessee. Said Property Alteration Agreement was released and terminated except for the provisions set forth in Sections B.1 and B.2.

11. Rights of tenants in possession as of the date hereof, as tenants only, under prior unrecorded residential leases.