Karen Johnson Davidson County
Batch# 612758 DEEDWARRSP
04/12/2021 12:23:30 PM 9 pgs
Fees: $48.00 Taxes: $271,580.00
20210412-0048200

This instrument prepared by
and after recording to be returned to:

Greenberg Traurig, LLP
77 West Wacker Drive, Suite 3100
Chicago, IL 60601
Attn: David Franklin

SPECIAL WARRANTY DEED

Address New Owner(s) as follows:	Send Tax Bills To:	Tax Parcel Numbers:
GEP X Bell Road, LLC 465 Meeting Street, Suite 500 Charleston, South Carolina 29403	GEP X Bell Road, LLC 465 Meeting Street, Suite 500 Charleston, South Carolina 29403	**163-00-0-100.00**

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars ($10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **PASSCO OVERLOOK DST**, a Delaware statutory trust (herein referred to as the "Grantor"), whose address is c/o Passco Companies, LLC, 2050 Main Street, Suite 650, Irvine, California 92614, has this day bargained and sold and, by these presents, does hereby transfer and convey unto **GEP X BELL ROAD, LLC**, a Delaware limited liability company (herein referred to as "Grantee"), whose address is c/o Greystar Real Estate Partners, 465 Meeting Street, Suite 500, Charleston, South Carolina 29403, its heirs, successors and assigns, forever, the following described improved real property, to wit:

> ALL THAT TRACT OR PARCEL of land lying and being in Davidson County, Tennessee, being more particularly described on **Exhibit A** attached hereto (the "Land"); TOGETHER WITH any and all improvements, appurtenances, rights, privileges and easements benefiting, belonging or pertaining to the Land, and any right, title and interest of Grantor in and to any land lying in the bed of any street, road or highway in front of or adjoining said Land, together with any strips or gores relating to the Land (the Land and the foregoing rights, easements and appurtenances being hereinafter collectively referred to as the "Property").

TO HAVE AND TO HOLD said tract of parcel of land together with all the improvements thereon and the appurtenances thereunto belonging unto the said Grantee, its heirs, successors and assigns, in fee simple, forever.

GRANTOR COVENANTS with the said Grantee that Grantor is lawfully seized and possessed of said property, that Grantor has a good and lawful right to sell and convey the same, and that the Property is free from any lien or encumbrance whatsoever, except for applicable zoning and building regulations, the easements, restrictions and limitations listed on **Exhibit B** attached hereto, and 2021 real estate taxes, which are to be prorated.

GRANTOR FURTHER COVENANTS with the said Grantee and binds itself, its heirs/successors and assigns, to warrant and forever defend the title thereto of said tract or parcel of land to the said Grantee, its heirs and assigns, against the lawful claims and demands of all persons whomsoever.

ALL warranties of Grantor herein contained are expressly limited to those persons or parties claiming by, through or under Grantor.

[Signature pages follow.]

WITNESS this the 8 day of April, 2021.

GRANTOR:

PASSCO OVERLOOK DST,
a Delaware statutory trust

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

By: _____
Name: Alan Clifton
Title: Vice President

Acknowledgment

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 §

On April 6, 2021, before me, L. Vera, Notary Public, personally appeared Alan Clifton 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, and that by his/her/their 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.

L. VERA
COMM. # 2304784
NOTARY PUBLIC - CALIFORNIA
RIVERSIDE COUNTY
MY COMM. EXP. OCT. 7, 2023

[Affix Notarial Seal]

WITNESS my hand and official seal.

_____
Notary Public in and for the State of California

My commission expires: 10/07/23

[Affidavit of Consideration on Following Page]

Affidavit of Consideration

STATE OF South Carolina §
§
COUNTY OF Berkeley §

I, or we, hereby swear or affirm that to the best of affiant's knowledge, information and belief, the actual consideration or value of this transaction, whichever is greater, for recording tax purposes is $73,400,000.00.

GRANTEE:

GEP X BELL ROAD, LLC,
a Delaware limited liability company

By: _____
Name: A. Joshua Carper
Title: Vice President

Subscribed and sworn to before me this the 7th day of April, 2021.

Delaney Smith
Notary Public in and for the State of South Carolina
My Commission Expires: 06-24-2029

[SEAL]

DELANEY SMITH
My Commission Expires
NOTARY PUBLIC
06-24-2029
STATE OF SOUTH CAROLINA

EXHIBIT A

REAL 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,

1. 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 T. 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 li ne 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" E, 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 1 1°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 L57 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.

Being the same property conveyed to Passco Overlook DST, a Delaware statutory trust, by Special Warranty Deed from WW Overlook, LLC, a Tennessee limited liability company, filed for record April 6, 2016 as Instrument No. 20160406-0032908 in the Register's Office of Davidson County, Tennessee.

PROPERTY ADDRESS: 727 Bell Road, Antioch, Tennessee 37013
TAX PARCEL NUMBER: **163-00-0-100.00**

EXHIBIT B

PERMITTED EXCEPTIONS

1. If improvements are completed after January 1 of any year, and the law, pursuant to TCA 67-5-509 and TCA 67-5-603, requires supplemental assessment for the year in which improvements are completed. None currently due and payable.

2. Taxes for the year 2021 and subsequent years, liens not yet due and payable.

3. 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. Note: Temporary easements have been terminated due to the completion of construction.

4. Right of Way Agreement, dated July 1953, by and between Russell 0. 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

   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.

5. 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.

   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.

6. 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. Note: Temporary easements have been terminated due to the completion of construction.

7. 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.

8. Drainage easements as granted pursuant to the Warranty Deed, dated April 10, 1997, by and between SCA North Carolina Limited Partnership and the State of Tennessee, recorded on April 11, 1997, of record in Book 10414, page 98, Register's Office for Davidson County, Tennessee.

9. 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 N 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.

10. Rights of tenants, as tenants only, with no rights or options to purchase all or any portion of the Property.
11. Prohibition Against Condominium Conversion Agreement recorded April ___, 2021 at Instrument No. 202104120048199 Register's Office for Davidson County, Tennessee.

Tennessee Certification of Electronic Document

I, Heather Wood, do hereby make oath that I am a licensed attorney and/or the
Signer's Name
custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Heather Wood
Signature

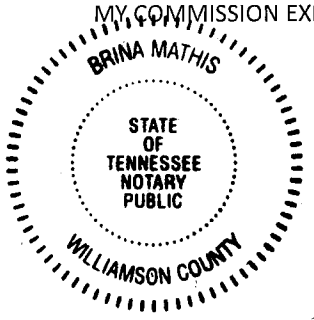
State of Tennessee
County of Williamson

Personally appeared before me, Brina Mathis, a notary public for this county and
Notary's Name
state, Heather Wood, who acknowledges that this certification of an electronic
Signer's Name
document is true and correct and whose signature I have witnessed.

Brina Mathis
Notary Signature

MY COMMISSION EXPIRES: 2/24/2025

NOTARY'S SEAL



(3) All electronic documents eligible for registration pursuant to this subsection are validly registered when accepted for recording by the county register. Electronic documents registered by county registrars prior to July 1, 2007 shall be considered validly registered with or without the certification provided in subsection (2).