Karen Johnson Davidson County
Batch# 727988 DEEDWARRSP
09/30/2021 11:57:30 AM 6 pgs
Fees: $33.00 Taxes: $274,762.00
20210930-0131663

STATE OF Tennessee
COUNTY OF Davidson

The actual consideration or value, whichever is greater, for this transfer is $74,260,000.00.

Affiant

Subscribed and sworn to before me, this the 24th day of September, 2021.

Notary Public
My commission expires: 1/1/2023

NCS 1075462

After Recording, Return To:
Williams Portfolio 21, LLC
3190 Clearview Way, Suite 200
San Mateo, CA 94402

Address New Owner:	Send Tax Bills To:	Map/Parcel No.:
Williams Portfolio 21, LLC 3190 Clearview Way, Suite 200 San Mateo, CA 94402	Same	07113000200

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, **THE DUKE NASHVILLE OWNER, LLC**, a Delaware limited liability company, hereinafter called "GRANTOR", has bargained and sold, and by these presents does transfer and convey unto **WILLIAMS PORTFOLIO 21, LLC,** a Delaware limited liability company, hereinafter called "GRANTEE", their successors and assigns, certain tracts or parcels of land in Davidson County, State of Tennessee, described as follows, to wit:

See Exhibit A attached hereto

Said property is transferred subject to the limitations, restrictions, and encumbrances set forth on **Exhibit B** attached hereto.

This is improved property located at: 281 Cumberland Bend, Nashville, TN 37228.

TO HAVE AND TO HOLD the said tract or parcel of land, with all improvements thereupon and 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 matters set forth on Exhibit B), 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.

WITNESS its hand this 24 day of September, 2021.

GRANTOR:

THE DUKE NASHVILLE OWNER, LLC, a Delaware limited liability company

By: The Duke Apartments of Nashville, LLC, a Georgia limited liability company, its Sole Member

By: Giddings Gateway Apartments, LLC, a Georgia limited liability company, its Sole Member

By: _____
Charles G. Caye, Jr.
Manager

STATE OF GEORGIA)
)
COUNTY OF COLUMBIA)

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared Charles G. Caye, Jr. with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and upon oath acknowledged himself to be the Manager of Giddings Gateway Apartments, LLC, a Georgia limited liability company, the Sole Member of The Duke Apartments of Nashville, LLC, a Georgia limited liability company, the Sole Member of The Duke Nashville Owner, LLC, a Delaware limited liability company, and that being authorized to do so in the capacity set forth above, executed the foregoing instrument for the purposes therein contained by signing the name of the said limited liability company.

Witness my hand and official seal at office at Augusta, Georgia on this the 20TH day of September, 2021.

_____
Notary Public

CHERYL AVERA
Notary Public, Georgia
Columbia County
My Commission Expires
May 03, 2022

Commission Expires: MAY 03, 2022

Exhibit "A"

Legal Description of Land

A tract of land in the Tract 2nd Council District, Davidson County, Tennessee. Tract being Lot 4G of the Resubdivision of part of Block H, Section 1, Metrocenter Tract 4M and 4G, as recorded in Plat book 6200, Page 751, Register's Office, Davidson County, Tennessee (RODC). Tract being bounded on the north by Lot 4M of the said Resubdivision of part of Block H, Section 1, Metrocenter Tract 4M and 4G, on the east by Lot 7 of the Cumberland Bend Business Park Section 7, Metrocenter, as recorded in Plat Book 5210, Page 90, RODC and by Lot 2 of the Cumberland Bend Business Park Section 2, Metrocenter, as recorded in Plat Book 4885, Page 166, RODC and on the south and west by the northern and eastern Right of Way (ROW) of Great Circle Road. Tract being described as follows:

POINT OF BEGINNING being an iron rod new at the southwestern corner of said Lot 4M an being the northwestern corner of the herein described tract; thence with the common line of said Lot 4M N 54° 46' 37" E 117.00 feet to an iron rod new; thence on a curve to the right having a central angle of an angle of 17° 57' 29", a radius of 527.00 feet, a length of 165.18 feet and having a chord bearing and distance of N 63° 45' 21" E 164.50 feet to an iron rod new; thence N 72° 44' 04" E 102.75 feet to a PK nail old; thence with the common lines of said Lot 7 S 20° 00' 56" E 31.23 feet to an iron rod new; thence on a curve to the right having a central angle of an angle of 55° 41' 09", a radius of 200.00 feet, a length of 194.38 feet and having a chord bearing and distance of S 67° 40' 32" E 186.82 feet to a ½" iron rod old; thence with the common line of said Lot 2 S 39° 49' 56" E 203.72 feet to a ½" iron rod old; thence with a curve to the left with an central angle of 43° 02' 48", a radius of 125.00 feet, a length of 93.91 feet and having a chord bearing and distance of S 61° 21' 21" E 91.72 feet to a ½" iron rod old; thence S 27° 15' 56" E 250.76 feet to an ½" iron rod old on said Great Circle Road ROW; thence said ROW S 74° 19' 55" W 107.50 feet to an concrete monument old; thence S 67° 27' 36" W 223.80 feet to an iron rod new; thence on a curve to the right having a central angle of an angle of 77° 19' 07", a radius of 220.00 feet, a length of 296.88 feet and having a chord bearing and distance of N 73° 52' 53" W 274.86 feet to an concrete monument old; thence N 35° 13' 23" W 479.13 feet to the point of beginning.

BEING THE SAME PROPERTY CONVEYED TO THE DUKE NASHVILLE OWNER, LLC, A DELAWARE LIMITED LIABILITY COMPANY BY QUITCLAIM DEED FROM THE DUKE APARTMENTS OF NASHVILLE, LLC, A GEORGIA LIMITED LIABILITY COMPANY OF RECORD IN INSTRUMENT NO. 202103150034038, IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE.

Exhibit "B"

Permitted Encumbrances

1. Taxes and assessments for the year 2021 and subsequent years, not yet due and payable.

2. All matters as shown on Plat of record in Plat Book 6200, Page 751, in the Register's Office for Davidson County, Tennessee.

3. Declaration of Restrictive Covenant of record in Book 9420, Page 176, in the Register's Office for Davidson County, Tennessee.

4. Declaration of Agreements, Charges, Assessments and Liens for Metrocenter Business Park of record in Book 7487, Page 952; as amended by Amendment to Declaration of Agreements, Charges, Assessments and Liens for Metrocenter Business Park of record in Book 10602, Page 499; as affected by Waiver of Special Covenants and Restrictions of record in Instrument No. 200605310063833, in the Register's Office for Davidson County, Tennessee.

5. Master Deed Establishing Lien for Expenses of Administration and of Maintenance and Repairs of Common and Joint Accesses and Easements for Cumberland Bend, MetroCenter of record in Book 5028, Page 333; as amended by Master Deed Cumberland Bend, Metrocenter First Amendment of record in Book 5035, Page 972, in the Register's Office for Davidson County, Tennessee.

6. Declaration of Restrictions and Covenants for Stormwater Facilities and Systems from The Duke Apartments of Nashville, LLC to Metropolitan Government of Nashville and Davidson County, of record in Instrument No. 201508170082297, in the Register's Office of Davidson County, Tennessee.

7. Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage Water Mains, Pumps and Appurtenances from The Duke Apartments of Nashville, LLC to Metropolitan Government of Nashville and Davidson County, of record in Instrument No. 201509240097110, in the Register's Office of Davidson County, Tennessee.

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

9. Any facts, rights, interests or claims that are disclosed by an ALTA/NSPS survey made by S & ME on October 12, 2018, last revised January 31, 2019, designated 554718068, including that specific matter identified below, and any matters disclosed by an update to said survey:

   (a) Building lies within drainage easements detailed in Book 6200, Page 751 and Book

5035, Page 972 (easement to be abandoned).

10. Multifamily Deed of Trust, Absolute Assignment of Leases and Rents and Security Agreement (including Fixture Filing) executed by The Duke Nashville Owner, LLC to Matt Foster, Trustee for the benefit of CBRE Capital Markets, Inc., of record in Instrument No. 202103160034504; as assigned by Assignment of Security Instrument of record in Instrument No. 202103160034505; as further assigned by Assignment of Multifamily Deed of Trust, Absolute Assignment of Leases and Rents and Security Agreement (including Fixture Filing) of record in Instrument No. 202106020074033, in the Register's Office of Davidson County, Tennessee, together with all other loan documents evidencing or securing said loan.

11. UCC Financing Statement naming CBRE Capital Markets, Inc., as Secured Party, and The Duke Nashville Owner, LLC, as Debtor, of record in Instrument No. 202103160034506; as assigned by Amendment of record in Instrument No. 202106020074034, in the Register's Office of Davidson County, Tennessee.

Tennessee Certification of Electronic Document

I, HEATHER TOWNSEND, do hereby make oath that I am a licensed attorney and/or the custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on September 24, 2021 (date of document).

Affiant Signature

September 24, 2021
Date

State of GEORGIA

County of GWINNETT

Sworn to and subscribed before me this 24 day of September, 2021.

Notary's Signature

MY COMMISSION EXPIRES: 1/1/2023

NAME: KAREN L. HIBBETS

NOTARY'S SEAL