

Excise Tax: \$ 79,700.00

Tax Lot No./Parcel Identifier No.: 0242145/1830065578

Mail after recording to: Paige Dunlap, Fidelity National Title, 1900 West Loop South, Suite 200, Houston, TX 77027

This instrument was prepared by: David Saye  
 Mayer Brown LLP, 214 North Tyron Street, Suite 3800, Charlotte, NC 28202

Brief Description For The Index:

LO251 Apt #5 Wakefield Plnttn BM 1998-008
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**NORTH CAROLINA SPECIAL WARRANTY DEED**

**THIS DEED** made as of March 5, 2018, by and between:

GRANTOR:	GRANTEE:
<b>PASSCO WAKEFIELD GLEN DST,</b> a Delaware statutory trust  <b>Address:</b> c/o Passco Companies, LLC 2050 Main Street, Suite 650 Irvine, California 92614	<b>BEL WAKEFIELD LIMITED PARTNERSHIP,</b> a Delaware limited partnership  <b>Address:</b> c/o Eaton Vance Management REIG Two International Place Boston, MA 02110

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership. The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

FA# 18000560  
 726938521 18564171

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Special Warranty Deed  
 Wakefield Glen Apartments

Submitted electronically by "Harrold Law Firm, PLLC"  
 in compliance with North Carolina statutes governing recordable documents  
 and the terms of the submitter agreement with the Wake County Register of Deeds.

**WITNESSETH**, that the Grantor, being seized of the property hereinafter described in fee simple, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee and Grantee's heirs, executors, administrators, successors and assigns forever, in fee simple, all of that certain lot or parcel of land situated in the City of Raleigh, Wake County, North Carolina, and being more particularly described on Exhibit A attached hereto and incorporated herein by reference, together with all buildings, fixtures and other real property improvements located on said real property; and the benefits and appurtenances on or appertaining to said real property and improvements.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 015516, Page 02542-02546, Office of the Wake County Register of Deeds.

All or a portion of the property herein conveyed does not include the primary residence of a Grantor.

**TO HAVE AND TO HOLD** the aforesaid lot or parcel of land and all improvements thereon and all privileges and appurtenances thereto belonging to Grantee in fee simple.


And Grantor covenants with Grantee, that Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, except for the exceptions listed on Exhibit B attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, Grantor has caused this deed to be duly executed as of the date first above written.

**GRANTOR:**

**PASSCO WAKEFIELD GLEN DST,**  
a Delaware statutory trust

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

By:   
Name: Larry K. Sullivan  
Title: President

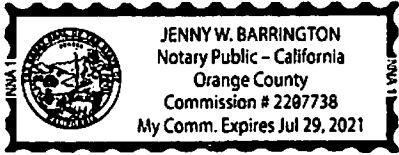
Acknowledgment

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 February 27, 2018, before me, Jenny W. Barrington, Notary Public, personally appeared Larry K. Sullivan 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.



[Affix Notarial Seal]

WITNESS my hand and official seal.

Jenny W. Barrington  
Notary Public in and for the State of California  
My commission expires: July 29, 2021

EXHIBIT ALEGAL DESCRIPTIONTRACT 1:

Beginning at a new iron pipe on the eastern right of way of Falls of the Neuse Road (SR 2000) (Variable Width R/W), said pipe being North 79°50'48" West 12,635.90 feet from NCGS Survey Monument "FORESTVILLE", said monument having NC grid coordinates (NAD 83 - 2001) of N=805,132.88, E=2,142,562.81, thence from said Beginning point leaving said right of way South 56°50'16" East 201.09 feet to a new iron pipe, thence South 13°00'28" East 236.09 feet to an existing iron pipe, thence South 64°16'07" East 185.64 feet to an existing iron pipe, thence South 09°47'35" East 71.32 feet to an existing iron pipe, thence South 57°42'50" East 79.13 feet to an existing iron pipe, thence South 00°00'20" East 100.27 feet to a new iron pipe, thence South 82°13'36" East 138.00 feet to an existing iron pipe, thence South 58°05'42" East 301.28 feet to an existing iron pipe, thence North 75°28'01" East 88.10 feet to an existing iron pipe, thence South 42°39'24" East 84.20 feet to an existing iron pipe, thence South 86°17'57" East 212.91 feet to an existing iron pipe, thence South 10°47'46" East 147.11 feet to an existing iron pipe, thence South 46°45'31" East 91.83 feet to a new iron pipe, thence North 44°14'17" East 205.84 feet to an existing iron pipe, thence South 79°54'50" East 145.87 feet to a new iron pipe, thence South 59°15'04" East 59.40 feet to an existing iron pipe, thence South 23°31'57" West 498.06 feet to an existing iron pipe, thence South 16°19'46" East 12.85 feet to an existing iron pipe, thence North 67°25'48" West 464.33 feet to a new iron pipe, thence North 70°02'16" West 690.23 feet to an existing iron pipe, thence North 59°44'56" West 332.62 feet to a new iron pipe, thence North 68°28'51" West 498.65 feet to a new iron pipe on the eastern right of way of Falls of the Neuse Road (SR 2000) (Variable Width R/W), thence with said right of way North 28°55'39" East 478.45 feet to an existing right of way monument, thence North 60°42'21" West 2.16 feet to an existing right of way monument, thence North 28°54'46" East 303.40 feet to the point and place of Beginning containing 952,081 sq. ft. or 21.857 acres more or less according to the map by Withers & Ravenel entitled "ALTA/ACSM Land Title Survey of Wakefield Apartment 5" dated December 17, 2012.

TRACT 2:

Beginning at a new iron pipe on the eastern right of way of Keith Store Road, said pipe being North 81°04'31" West 13,274.37 feet from NCGS Survey Monument "FORESTVILLE", said monument having NC grid coordinates (NAD 83 - 2001) of N=805,132.88, E=2,142,562.81, thence from said Beginning point leaving said right of way South 67°45'18" East 413.10 feet to a new iron pipe on the western right of way of Falls of the Neuse Road (SR 2000) (Variable Width R/W), thence with said right of way South 26°09'46" West 28.84 feet to an existing right of way monument, thence South 28°47'56" West 21.36 feet to a new iron pipe, thence leaving said right of way North 67°45'20" West 380.69 feet to a new iron pipe on the eastern right of way of Keith Store Road, thence with said right of way along a curve to the right having a radius of 167.32 feet, an arc length of 57.59 feet, and a chord bearing and distance of North 06°59'54" West 57.30 feet to the point and place of Beginning containing 19,953 sq. ft. or 0.458 acres more or less according to the map by Withers & Ravenel entitled "ALTA/ACSM Land Title Survey of Wakefield Apartment 5" dated December 17, 2012.

**EXHIBIT B****PERMITTED EXCEPTIONS**

- 1) Taxes or assessments for the year 2018, and subsequent years.
- 2) Covenants, conditions, restrictions, easements, and liens provided for in instrument(s) filed for record in Book 8099, page 180; Book 8190, Page 2007; Book 8203, page 881; Book 8190, Page 2009; and Book 14016, Page 1785, and any related maps, plans, bylaws and other document(s) and amendment(s), but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
- 3) 20' Sanitary Sewer Easement shown on those plats recorded in Book of Maps 1999, page 999 and Book of Maps 2000, page 1653 with pavement drives encroaching therein, and shown on Survey.
- 4) Any right, easement, setback, interest, claim, encroachment, encumbrance, violation, variation, or other adverse circumstance affecting the Title disclosed by PRELIMINARY survey entitled "ALTA/ACSM LAND TITLE SURVEY FOR WAKEFIELD GLEN APARTMENTS" by Michael E. Dickerson, P.L.S. of Withers & Ravenel, dated February 9, 2018. (Herein referred to as "Survey")
- 5) Easement to North State Hydro Electric Company recorded in Book 262, Page 6.
- 6) Easements to Carolina Power & Light Company recorded in Book 479, Page 102; Book 423, Page 393; Book 2608, Page 15; Book 1327, Page 482; Book 1317, Page 47; and Book 1015, Page 364.
- 7) Covenants and easements referenced in Deed recorded in Book 8062, Page 1975.
- 8) License and Memorandum of Agreement to Time Warner Entertainment-Advance/Newhouse Partnership recorded in Book 13079, Page 802.
- 9) Easement to Carolina Power & Light Company dba Progress Energy Carolinas, Inc. recorded in Book 13424, Page 2761.
- 10) Permanent Drainage Easements as set forth in Memorandum of Action by the Department of Transportation against Wakefield Glen Apartments, LLC recorded in Book 13838, Page 2629 and in connection therewith Consent Judgment recorded in Book 13949, Page 2623, and shown on Survey.
- 11) Easement and Memorandum of Agreement to Time Warner Cable, Inc. recorded in Book 14617, Page 1986.
- 12) Drainage and slope easements contained in that Consent Judgment in favor of the Department of Transportation recorded in Book 9440, page 2166, and shown on Survey.
- 13) Terms and conditions of the Easements granted in North Carolina General Warranty Deed recorded in Book 8082, page 1696, as affected by that Cross Access, Construction, Maintenance Easement and Building Permit Restriction recorded in Book 8323, page 368, and further affected by that Easement Release and Relocation Agreement recorded in Book 8648, page 2326, and shown on Survey.
- 14) Easement to Time Warner Cable Enterprises LLC recorded in Book 16849, page 2241.
- 15) Rights of tenants in possession, as tenants only, under unrecorded leases for a duration of less than three (3) years with no rights or options to purchase any portion of the property.

- 16) **Rights of others in and to the continuous and uninterrupted flow of the waters bounding or crossing the Land and riparian and/or littoral rights incident to the Land.**