



Document 2021 2235

Book 2021 Page 2235 Type 03 008 Pages 3  
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LISA SMITH, COUNTY RECORDER  
MADISON COUNTY IOWA

**DEED WITHOUT WARRANTY**  
**Recorder's Cover Sheet**

**Preparer Information:**

Conner L. Wasson  
100 Court Avenue, Suite 600  
Des Moines, IA 50309-2231  
Phone: (515) 243-7611

**Taxpayer Information:**

W H S A, LLLP  
696 18th Street  
Des Moines, IA 50314

✓ **Return Document To:**

W H S A, LLLP  
696 18th Street  
Des Moines, IA 50314

**Grantor:**

Winterset Community School District

**Grantee:**

W H S A, LLLP

**Legal Description:** See Page 2

**Document or instrument number of previously recorded documents:**

**DEED WITHOUT WARRANTY**

For the consideration of One Dollar and other valuable consideration, Winterset Community School District f/k/a Independent School District of Winterset, Iowa, an Iowa school corporation ("Grantor") does hereby convey to W H S A, LLLP, an Iowa Limited Liability Partnership ("Grantee") the following described real estate in Madison County, Iowa:

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7) and Eight (8) in Block Thirty-Two (32), Original Town of Winterset, Madison County, Iowa

And

The alley running east and west through said Block Thirty-Two (32)

*This transfer is exempt under Iowa Code Chapter 428A.2.19.*

Grantee shall not name any improvement currently existing, or constructed in the future, on the real estate any name that would cause confusion that the building is affiliated with the Winterset Community School District (the "Prohibited Purpose"). If Grantor believes that Grantee is in violation of the Prohibited Purpose, Grantor shall provide written notice to Grantee of the alleged default ("Default Notice"). If Grantee fails to cure the default within thirty (30) days of the delivery of the Default Notice, Grantor may sue for injunctive relieve or any other remedy available by law or in equity. This condition shall be deemed to run with the land and shall be binding on, and inure to the benefit of, the Grantor and Grantee and their respective heirs, successors, and assigns.

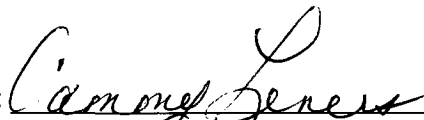
For the avoidance of doubt, neither of the following shall be deemed to be a Prohibited Purpose: (i) the use of a limited liability company designated "Winterset High School Flats, LLC" for the limited purpose of owning the real estate or (ii) use of the name "Historic Winterset Apartments" as a designation for the building located on the real estate. Grantor shall promptly respond to any request by Grantee regarding whether a proposed name or title would be considered by Grantor to be a Prohibited Purpose.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated: May 26, 2021.

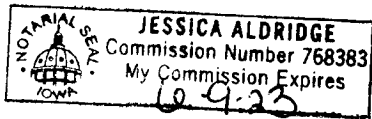
WINTERSET COMMUNITY SCHOOL DISTRICT

By:   
Jeff Nicholl, Board President

By:   
Cammy Leniers, Board Secretary

STATE OF IOWA, COUNTY OF MADISON:

On May 26<sup>th</sup>, 2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jeff Nicholl and Cammy Leners, to me personally known, who, being by me duly sworn, did say that they are the President and Secretary, respectively, of the Board of Directors of the Winterset Community School District, the corporation executing the within and foregoing instrument, that no seal has been procured by the corporation; that the instrument was signed on behalf of the corporation by the authority of its Board of Directors; and that the President and Secretary, as such officers, acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.



[Signature] Iowa  
NOTARY PUBLIC IN AND FOR SAID STATE  
My commission expires: 6-9-23