



BK: 2018 PG: 786
Recorded: 3/13/2018 at 9:37:13.0 AM
Fee Amount: \$52.00
Revenue Tax: \$464.80
LISA SMITH RECORDER
Madison County, Iowa

SPECIAL WARRANTY DEED

Prepared by:

Jeffrey E. Decker, Esq.
 Baker & Hostetler LLP
 200 South Orange Avenue
 Suite 2300
 Orlando, Florida 32801
 (407) 649.4000

Taxpayer Information:

MOTHERSHIP MASTER PROPCO KB, LLC
 121 E. Lane St., Winterset, IA 50273

Return to:

Kirkland & Ellis LLP
 300 N. LaSalle
 Chicago, Illinois 60654
 Attention: Andrew D. Small, Esq.

When Recorded Return To:
First American Title Insurance Company
National Commercial Services
3031 N. Rocky Point Drive West, Ste. 550
Tampa, FL 33607
File No: NCS 867834 IA6

Grantor: WINTERSET MHP, LLC, a Colorado limited liability company

To

Grantee: MOTHERSHIP MASTER PROPCO KB, LLC, a Delaware limited liability company

Legal Description: See attached Schedule 1

Reference: Book 2001, Page 5876, Official Records of Madison County, Iowa

Parcel Identification No.: 821004900052000

Mobile Manor Estates

SPECIAL WARRANTY DEED

WINTERSET MHP, LLC, a Colorado limited liability company ("Grantor"), whose address is Post Office Box 457, Cedaredge, CO 81413, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration received from MOTHERSHIP MASTER PROPCO KB, LLC, a Delaware limited liability company ("Grantee"), whose address is 5600 S. Quebec Street, Suite 220A, Greenwood Village, Colorado 80111, the receipt and sufficiency of which are hereby acknowledged, on this 28th day of February, 2018, has granted, sold, transferred and conveyed, and does hereby grant, sell, transfer and convey to Grantee that certain real property located in Madison County, IA, described on Schedule 1 attached hereto and made a part hereof, together with all right, title and interest of Grantor in and to all of the buildings, structures, fixtures, facilities, installations and other improvements of every kind and description, other than manufactured homes and park model homes, now or hereafter in, on, over and under such real property (collectively, the "Premises");

SUBJECT TO only those matters set forth on Schedule 2 attached hereto and made a part hereof.

TO HAVE AND TO HOLD the same, together with all and singular the easements, covenants, agreements, rights, privileges, tenements, hereditaments and appurtenances thereunto now or hereafter belonging or appertaining (all of the foregoing being included within the term "Premises"); and Grantor covenants that the Premises are free of all encumbrances, except as above stated; that lawful seizing of and good right to convey the Premises is vested in Grantor; and that Grantor warrants the title to the Premises and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but none other.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has executed and delivered this Deed as of the day and year first above written.

GRANTOR:

WINTERSET MHP, LLC, a Colorado limited liability company

By: RV Horizons, Inc., a Colorado corporation, its General Manager

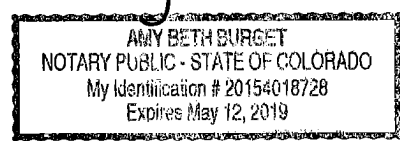
By: [Signature]
David H. Reynolds
Its: President

STATE OF Colorado)
) SS
COUNTY OF Delta)

I, Amy Beth Burget, a Notary Public in and for said County in the State aforesaid, do hereby certify that David H. Reynolds, the President of RV Horizons, Inc., a Colorado corporation, as General Manager of Winterset MHP, LLC, a Colorado limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act as such President, and as the free and voluntary act of said companies, for the uses and purposes therein set forth.

Given under my hand and official seal this 22 day of February, 2018.

Notary Public: [Signature]
My Commission Expires: May 12, 2019



(SEAL)

Schedule 1

Legal Description of Premises

EXHIBIT A

Real property in the City of Winterset, County of Madison, State of Iowa, described as follows:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER (¼) OF THE NORTHWEST FRACTIONAL QUARTER (¼) OF THE NORTHWEST QUARTER (¼) OF SECTION THIRTY-ONE (31), TOWNSHIP SEVENTY-SIX (76) NORTH, RANGE TWENTY-SEVEN (27) WEST OF THE 5TH P.M., CITY OF WINTERSET, MADISON COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST FRACTIONAL QUARTER (¼) OF THE NORTHWEST QUARTER (¼) OF SAID SECTION THIRTY-ONE (31), THENCE SOUTH 89°15½' EAST 50 FEET TO THE POINT OF BEGINNING; THENCE NORTH 198.42 FEET; THENCE SOUTH 89°15½' EAST 94.23 FEET; THENCE NORTH 27.25 FEET; THENCE SOUTH 89°15½' EAST 162.27 FEET; THENCE NORTH 205.81 FEET; THENCE SOUTH 89°15½' EAST 195.32 FEET; THENCE SOUTH 00°03' EAST 306.48 FEET; THENCE NORTH 89°15½' WEST 66 FEET; THENCE SOUTH 00°03' EAST 125 FEET; THENCE NORTH 89°15½' WEST 386.20 FEET TO THE POINT OF BEGINNING, EXCEPT PARCEL "F" LOCATED THEREIN, CONTAINING 0.613 ACRES, AS SHOWN IN PLAT OF SURVEY FILED IN BOOK 2, PAGE 342 ON FEBRUARY 26, 1998 IN THE OFFICE OF THE RECORDER OF MADISON COUNTY, IOWA, AND EXCEPT PARCEL "E" LOCATED THEREIN, CONTAINING 0.014 ACRES, (621.3 SQUARE FEET), AS SHOWN IN PLAT OF SURVEY FILED IN BOOK 2, PAGE 343 ON FEBRUARY 26, 1998 IN THE OFFICE OF THE RECORDER OF MADISON COUNTY, IOWA; AND EXCEPT PARCEL "Q" LOCATED THEREIN, CONTAINING 0.579 ACRES, AS SHOWN IN PLAT OF SURVEY FILED IN BOOK 2013, PAGE 2472 ON AUGUST 21, 2013 IN THE OFFICE OF THE RECORDER, MADISON COUNTY, IOWA.

Schedule 2

Schedule of Permitted Exceptions

019- Winterset MHP, LLC

Permitted Exceptions

1. This item has been intentionally deleted.
2. This item has been intentionally deleted.
3. This item has been intentionally deleted.

4. This item has been intentionally deleted.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the public records.

6. This item has been intentionally deleted.
7. Real Estate Taxes for the fiscal year 2017-2018, and subsequent years, not yet due and payable.
8. Special assessments which are not yet due and payable.
9. Rights of tenants in possession, as tenants only, under prior unrecorded written residential leases, without rights of first refusal or rights of first offer.
10. 10' Gas Easements and rights incidental thereto, in favor of Iowa Power and Light Company, created in Gas Pipeline Easement dated September 23, 1958, recorded October 30, 1958 in Deed Rec. 89, Page 197; Assigned to Iowa Gas Company by Assignments of Easements dated January 3, 1984, recorded January 5, 1984, in Deed Rec. 119, Page 203, as approximately shown on that ALTA/NSPS survey made by Dale R. Eschliman, for or on behalf of Millman National Land Services, Project No. 41860, dated November 8, 2017, last revised _____ (the "Survey").
11. 10' Gas Easement and rights incidental thereto, in favor of Iowa Power and Light Company, created in Gas Pipeline Easement dated September 23, 1958, recorded October 30, 1958 in Deed Rec. 89, Page 198; Assigned to Iowa Gas Company by Assignments of Easements dated January 3, 1984, recorded January 5, 1984, in Deed Rec. 119, Page 203, as approximately shown on the Survey.
12. Easements, and rights incidental thereto, in favor of Iowa Power and Light Company, created in Gas Pipeline Easement dated September 7, 1976, recorded October 6, 1976 in Deed Rec. 112, Page 20; Assigned to Iowa Gas Company by

Assignments of Easements dated January 3, 1984, and recorded January 5, 1984, in Deed Rec. 119, Page 203.

13. This item has been intentionally deleted.

14. This item has been intentionally deleted.

15. This item has been intentionally deleted.

16. This item has been intentionally deleted.

17. Property Line Retracement Survey recorded August 16, 2010 in Book 2010, Page 1894.

18. This item has been intentionally deleted.

19. Plat of Survey recorded August 21, 2013 in Book 2013, Page 2472, which Plat of Survey describes real estate excepted in the description of the Land.

20. Terms and Conditions of Encroachment Easement Agreement recorded September 18, 2013 in Book 2013, Page 2786.

21. This item has been intentionally deleted.

22. This item has been intentionally deleted.

23. This item has been intentionally deleted.

24. The Land does not include any house trailer, mobile home, mobile dwelling, or manufactured home which may be located on the property described in Schedule A.

25. The Company is not insuring square footage or acreage of the legal description of the Land or any exception in the legal description of the Land, notwithstanding square footage or acreage references in the legal description of Schedule A or in recorded documents.

26. Any facts, rights, interests, or claims that may exist or arise by reason of the following matters disclosed by the Survey: a) Trailer crosses the western boundary of the Land by 0.9'. b) Chain link fence runs along a 10' gas easement recorded in Book 89, Pages 197-198. c) Electric transformers extend across eastern and western boundary lines of the Land onto adjacent properties. d) Cleanouts, water valves, electric transformers, electric manholes, signs, mail boxes, telephone booths, cable tv vaults, light poles, utility poles, overhead utilities, asphalt and concrete located

throughout the property outside of apparent easements. e) Rights of others in and to those streets, roads, and ways lying within the subject Land.
