Recorded: 5/5/2020 at 11:58:33.0 AM
County Recording Fee: $17.00
Iowa E-Filing Fee: $3.00
Combined Fee: $20.00
Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2020 PG: 1323

AFFIDAVIT

Prepared by and return to: Charles P. Augustine, 531 Commercial, Ste 250, Waterloo, IA 50701 (319) 232-3304
AB#18-01645

STATE OF NEBRASKA, SARPY COUNTY. ss:

I, Jared W. Hollinger, first being duly sworn on oath, do depose and state as follows:

1. I am the President of Edgar Property Investment, LLC, an Iowa Limited Liability Company (hereinafter "Edgar"), and the prior titleholder to real estate locally known as 208 E. Union St., Manchester, Iowa and legally described as **The West Sixty (60.0) feet of the East Two-thirds (E 2/3) of Lot Three (3), except the North Seventy Six (76.0) feet thereof, in BURRINGTON'S ADDITION to Manchester, Delaware County, Iowa, according to plat recorded in Book I, L.D., Page 245, and excepting any instruments of records which might affect the title to the above described part of lot wherein descriptions were made on the basis that said lot is two hundred ten (210.0) feet in its dimensions** (hereinafter the "Real Estate").

2. I am familiar with one certain preliminary notice posted against the Real Estate on the Iowa Mechanic's Notice and Lien Registry on September 10, 2018 by Four Seasons Property Preservation (hereinafter "Four Seasons"), MNLR#016586-0.

3. Attached hereto is a true and correct copy of one certain settlement and release agreement by and between Four Seasons and Edgar (the "Agreement") whereby Four Seasons agreed to waive, release, and forever discharge any claims, including any claims related to the herein-referenced preliminary notice, in connection with the Real Estate.

4. The Agreement contemplates payment by Edgar to Four Seasons of the total sum of $13,477.20 in return for said agreement by Four Seasons to release its claim in and to the Real Estate by virtue of said preliminary notice, and the undersigned hereby affirmatively states that Edgar did in fact deliver to said Four Seasons payment in full satisfaction of said obligation. However, despite requests to Four Seasons to file withdrawals or releases as required under the Agreement, Four Seasons has failed to do so.

5. This affidavit is being executed and recorded for purposes of clarifying of record those matters set forth herein.

Jared W. Hollinger

Subscribed and sworn to before me on this 5th day of May, 2020, by Jared W. Hollinger.

GENERAL NOTARY - State of Nebraska
VERNADETTE DELOS SANTOS
My Comm. Exp. Sept. 14, 2020

Notary Public in and for said State

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SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement ("Agreement") is executed and made effective this 18 day of September, 2018 ("Effective Date") by Four Seasons Property Preservation, LLC, an Iowa limited liability company, and all of its officers, directors, employees, affiliates, subsidiaries, parent companies and related entities, and all other persons or entities acting from them ("Releasors"), in favor of and for the benefit of Edgar Property Investment, LLC, an Iowa limited liability company, and all of its officers, directors, employees affiliates, subsidiaries, parent companies and related entities, and all other person or entities acting from them (collectively "Releasees"). Releasors and Releasees may be referred to collectively herein as "the Parties").

For Releasees' payment of Thirteen thousand four hundred seventy-seven dollars and 20/100 Dollars ($ 13,477.20) to Releasors, and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged by the Releasors, the Parties agree as follows:

1. **Release.** Releasors hereby waive, release and forever discharge any and all past, present or future claims, liabilities, damages, losses, demands, lawsuits, costs and expenses, including but not limited to attorney fees, arising out of any acts, omissions, negligence or willful misconduct of the Releasees associated with the properties commonly known as 1783 Fairlane, Keokuk, Iowa 52632; 2339 Bank St, Keokuk, Iowa 52632; 1008 E Monroe St, Mount Pleasant, Iowa, 52641; 1230 Virginia Ave, Burlington, Iowa 52601; 117 E 4th St, Tipton, Iowa 52772; 8 Pioneer Lane, Keokuk, Iowa 52632; 208 E Union St, Manchester, Iowa 52057; 272 Kaufmann Ave, Dubuque, Iowa 52001; 730 S 1 St, Guttenberg, Iowa 52052 and 2244 S Main, Burlington, Iowa 52601 and incorporated herein by reference ("Claims"). Upon Releasors' receipt of the above referenced payment, Releasor shall immediately cause to be released, by filing or as otherwise required, any and all mechanic's liens which Releasors have filed or caused to be filed against Releasees.

2. **Indemnification.** Releasors, to the fullest extent permitted by law, shall indemnify, hold harmless, protect and defend Releasees from and against any and all Claims against the Releasees, including those associated with the properties commonly known as 1783 Fairlane, Keokuk, Iowa 52632; 2339 Bank St, Keokuk, Iowa 52632; 1008 E Monroe St, Mount Pleasant, Iowa, 52641; 1230 Virginia Ave, Burlington, Iowa 52601; 117 E 4th St, Tipton, Iowa 52772; 8 Pioneer Lane, Keokuk, Iowa 52632; 208 E Union St, Manchester, Iowa 52057; 272 Kaufmann Ave, Dubuque, Iowa 52001; 730 S 1 St, Guttenberg, Iowa 52052 and 2244 S Main, Burlington, Iowa 52601. Should any such Claim arise to be asserted in any way whatsoever related thereto, whether arising under the laws of the United States, any state, or under any theory of law or equity, Releasors will indemnify, hold harmless, and defend Releasees from any and all costs, expenses, or liability including but not limited to the cost of any settlement or judgment made or rendered against Releasees.

3. **Miscellaneous.** If any provision of this Agreement is held invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement will nevertheless be fully valid, enforceable and unimpaired by such holding. Releasors warrants that they have the authority, legal power and right to execute this Agreement on behalf of and to bind each Releasor and any person or entity claiming thereunder. The Parties hereby agree that this Agreement is governed by the laws of the United States and the State of Iowa, without reference to rules governing choice of laws. If any dispute

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arises concerning this Agreement, venue shall be laid exclusively in the state and federal court of Iowa which shall have exclusive jurisdiction over such dispute and the Parties consent to the personal jurisdiction of such courts. No supplement, modification, or amendment of this Agreement shall be binding unless reduced to a writing signed by the Releasees. No waiver of any default shall constitute a waiver of any other default or breach under this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written.

RELEASORS:

FOUR SEASONS PROPERTY PRESERVATION, LLC

By: DocuSigned by: _____
(Signature)

Title: Jason Bitting

RELEASEES:

EDGAR PROPERTY INVESTMENT, LLC

By: _____
(Signature)

Title: COO