

**Type of Document: Affidavit**

Bryan S. Mick                                      816 South 169th St, Omaha NE 68118                                      (402)504-1710  
**Preparer Information: (Individual's Name, Street Address, City, Zip, Phone)**

Ernesto Calles                                      534 Division St, Webster City, IA 50595  
**Taxpayer Information: (Individual/Company Name, Street Address, City, Zip, Phone)**

Ernesto Calles                                      534 Division St, Webster City, IA 50595  
**Return Document to: (Individual/Company Name, Street Address, City, Zip, Phone)**

**Grantors:**

Cohano Investments LLC

**Grantees:**

Ernesto Calles

**Legal Description:**

**Parcel "A" located in the Southeast Quarter (1/4) of the Southeast Quarter (1/4) of Section Twenty-eight (28), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, containing 23.241 acres, as shown in Plat of Survey filed in Book 3, Page 540 on January 26, 2000, in the Office of the Recorder of Madison County, Iowa.**

AFFIDAVIT OF BRYAN S. MICK

I, Bryan S. Mick, being first duly sworn, depose and state as follows:

1. My name is Bryan S. Mick and I am the attorney for Cohano Investments, LLC, a Nebraska limited liability company ("Cohano"). I am active and in good standing with the Nebraska Bar Association, Bar No. 19091.

2. I am over the age of 19 and suffer from no disability or incapacity which would impair my ability to testify.

3. I have personal knowledge of the facts set forth herein.

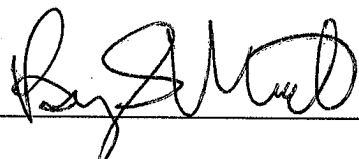
4. Cohano owns the premises described on Exhibit "A" attached hereto and incorporated herein by reference (herein referred to as the "Premises").

5. Cohano and Max Waldo, Inc., a Nebraska corporation ("Waldo") entered into that certain Option Agreement which allowed Waldo to purchase the Premises for a fixed price on or before April 5, 2021. A Memorandum of Agreement reciting certain Option Agreement terms was recorded in the Office of the Madison County, Iowa Recorder on April 8, 2019, at Book 2019, Page 987.

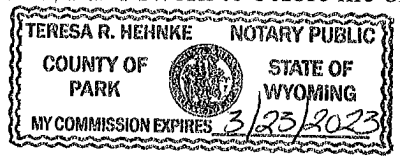
6. Waldo never gave notice of exercise of its right to buy the Property per the Option Agreement and the term of the Option Agreement has expired.

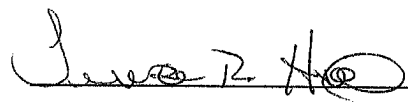
7. The Option Agreement is null, void and of no further force or effect and Cohano will indemnify any title insurance company or agent with respect to any claim that the Option Agreement is in force or exercisable.

FURTHER AFFIANT SAYETH NAUGHT.

  
BRYAN S. MICK

Subscribed and sworn to before me on the 12 day of May, 2021.



  
Notary Public

**EXHIBIT "A"**

Parcel "A" located in the Southeast Quarter (1/4) of Section Twenty-eight (28)1 Township Seventy-six. (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, more particularly described as follows: Beginning at the Southeast corner of Section Twenty-eight (28), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M. Madison County, Iowa; thence North 0°20'57" East, 1166.12 feet along the East line of the Southeast Quarter (1/4) of the Southeast Quarter (1/4) of said Section Twenty-eight (28); thence North 89°31'00" West, 309.81 feet; thence South 0°20'57" West, 93.84 feet; thence North 89°31'00" West, 280.63 feet; thence South 38°06'26" West, 730.43 feet; thence South 0°20'57" West, 493.75 feet to a point on the South line of the Southeast Quarter(1/4) of the Southeast Quarter (1/4) of said Section Twenty-eight (28); thence South 89°3.1'00" East, 1037.71 feet along the South line of the Southeast Quarter (1/4) of the Southeast Quarter (1/4) of said Section Twenty-eight (28) to the Point of Beginning. Said Parcel contains 23.241 acres, including 0.953 acres of County Road right-of-way.