

Recorded: 8/7/2026 at 8:01:18.0 AM
County Recording Fee: \$47.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$50.00
Revenue Tax: \$0.00
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2026 PG: 2288

Prepared by/Return To: Ted W. Craig, 801 Grand Avenue, Suite 3700, Des Moines, IA 50309; (515) 244-2600

AFFIDAVIT EXPLANATORY OF TITLE

To: The Northwest fractional Quarter (NW fr ¼) and the West 40 rods of the Northeast fractional Quarter (NE fr ¼) of Section 5, Township 87 North, Range 5 West of the 5th P.M., Delaware County, Iowa (the "Farmland")

STATE OF IOWA, COUNTY OF Warren

The undersigned states:

1. I am the stepson of Shirley M. Swartz-Chesmore, the owner of the Farmland, and, in that capacity, am familiar with the Farmland.

2. I know of my own personal knowledge that Richard Lee Swartz and Teresa Swartz, a married couple; Randall Eugene Swartz; Mary Lynn White; Ronald Martin Swartz and Penny Swartz, a married couple; Ricky Roger Tibbott and Connie Tibbott, a married couple; and Rocky Allen Tibbott and Marie Tibbott, a married couple, entered into a Family Settlement Agreement, a true copy of which is attached hereto as Exhibit "A".

3. That the purpose of this Affidavit is to give public notice of the Family Settlement Agreement.

Dated: August 6, 2026

Ronald Martin Swartz
Ronald Martin Swartz

Subscribed and sworn to before me on August 6, 2026, by Ronald Martin Swartz.

Stephanie A. Montgomery
Signature of Notary Public



STEPHANIE A. MONTGOMERY
Commission Number
763784
My Commission Expires
7-8-2028

EXHIBIT

A

FAMILY SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") is made and entered into by and amongst Richard Lee Swartz and his wife, Teresa Swartz (collectively "Richard"), Randall Eugene Swartz, (hereinafter "Randall"), Mary Lynn White, (hereinafter "Mary"), Ronald Martin Swartz, and his wife Penny Swartz (collectively "Ronald"), Ricky Roger Tibbott, and his wife Connie Tibbott (collectively "Ricky") and Rocky Allen Tibbott, and his wife Marie Tibbott (collectively "Rocky").

WITNESSETH:

WHEREAS, Richard W. Swartz and Shirley M. Swartz – Chesmore were a married couple, with Richard W. Swartz dying in 1995 while still married to Shirley M. Swartz – Chesmore. At the time of their marriage, Richard W. Swartz had four children, Richard, Randall, Mary and Ronald. That at the time of their marriage, Shirley M. Swartz-Chesmore had two children, Ricky and Rocky; and

WHEREAS, Richard W. Swartz and Shirley M. Swartz-Chesmore on June 19, 1992 executed a Joint and Mutual Last Will and Testament, providing in part that upon the death of the survivor of them, the rest, residue and remainder of their property, both real property and personal property, would be divided and distributed in equal shares amongst Richard W. Swartz's children (Richard, Randall, Mary and Ronald), and Shirley's children (Ricky and Rocky), per stirpes; and

WHEREAS, at the time of the execution of the Joint and Mutual Will of Richard W. Swartz and Shirley M. Swartz-Chesmore and at the time of Richard W. Swartz's death, Richard W. Swartz and Shirley M. Swartz-Chesmore owned jointly 200 acres, more or less, in Delaware County, Iowa, identified in the county records as parcels 330050000200 and 330050000210, legally described as follows, to-wit:

The Northwest fractional Quarter (NW fr ¼) and the West 40 rods of the Northeast fractional Quarter (NE fr ¼) of Section 5, Township 87 North, Range 5, West of the 5th P.M.

(hereinafter the "Farmland"); and

WHEREAS, following the death of Richard W. Swartz, Shirley M. Swartz-Chesmore remarried and that her husband, Curt Chesmore, later died. Shirley M. Swartz-Chesmore and Curt Chesmore had no children from their marriage; and

WHEREAS, following the deaths of both Richard W. Swartz and Curt Chesmore, Shirley M. Swartz-Chesmore on June 2, 2022, created and executed a new Will and a Revocable Trust Agreement which, in part, modified the division and distribution of the Farmland upon Shirley M. Swartz-Chesmore's death, in that Ricky and Rocky would collectively receive 75% of Shirley M. Swartz-Chesmore's interest in the Farmland and Richard W. Swartz's children, Richard,

Randall, Mary and Ronald would collectively receive 25% of Shirley M. Swartz-Chesmore's interest in the Farmland, with Randall's interest to be distributed to his children in equal shares; and

WHEREAS, Shirley M. Swartz-Chesmore is still alive, but a dispute has arisen amongst Richard, Randall, Mary, Ronald, Ricky and Rocky as to how the Farmland will be divided and distributed upon the death of Shirley M. Swartz-Chesmore given the aforesated Joint and Mutual Will of June 19, 1992, and Shirley's June 2, 2022 Will and Revocable Trust Agreement which contain contradictory language from the June 19, 1992 Joint and Mutual Will as to the division and distribution of the Farmland amongst Richard, Randall, Mary, Ronald, Ricky and Rocky; and

WHEREAS, Richard, Randall, Mary, Ronald, Ricky and Rocky each independently have agreed to compromise their respective claims and positions concerning the division and distribution of the Farmland following the death of Shirley M. Swartz-Chesmore.

NOW, THEREFORE, for good, adequate and valuable consideration, the parties to this Agreement hereby state and agree as follows:

1. Division and Distribution of Farmland.

The parties to this Agreement, Richard, Randall, Mary, Ronald, Ricky and Rocky, along with their respective spouses, hereby agree that upon the death of Shirley M. Swartz-Chesmore the Farmland as described above shall be divided and distributed in equal shares amongst Richard, Randall, Mary, Ronald, Ricky and Rocky, as tenants in common, and per the terms of the June 19, 1992 Joint and Mutual Will executed by Richard W. Swartz and Shirley M. Swartz, notwithstanding any provisions to the contrary as may be contained in any subsequent wills or trust agreements of Shirley M. Swartz-Chesmore including, but not limited to, the June 2, 2022 Will and Revocable Trust Agreement executed by Shirley M. Swartz-Chesmore. This Agreement as to the compromise division and distribution of the assets of Shirley M. Swartz-Chesmore shall only apply as to the Farmland described above. Any other assets or property of Shirley Swartz-Chesmore, whether real, personal, cash, insurance proceeds, retirement proceeds, etc., shall be divided and distributed to the beneficiaries listed in the June 2, 2022 Will and Revocable Trust Agreement of Shirley M. Swartz-Chesmore or any Wills or Trust Agreements executed subsequent thereto, and said assets shall not be subject to the division and distribution terms of the Joint and Mutual Will of Richard W. Swartz and Shirley M. Swartz-Chesmore executed June 19, 1992.

If at the time of Shirley M. Swartz-Chesmore's death, Richard, Randall, Mary, Ronald, Ricky and/or Rocky are deceased, then that deceased beneficiary's share of the Farmland shall be divided and distributed per stirpes amongst that beneficiary's surviving issue per the terms of the June 19, 1992 Joint and Mutual Will.

The parties to this Agreement further agree that after Shirley M. Swartz-Chesmore's death, all of them desire to sell the Farmland rather than to hold the Farmland in six undivided equal shares as tenants in common. The parties agree to secure an appraisal to determine the fair market value of the Farmland and will then give the current tenant on the Farmland (if he is still alive), Loras Monaghan, the first opportunity to purchase the Farmland at a price equal to the appraised value for said Farmland. The parties shall mutually select a qualified appraiser, and if unable to do so, select a qualified appraiser by majority vote. If Loras Monaghan does not agree to purchase the Farmland, the parties agree to sell the Farmland using a qualified real estate professional, selected by majority vote, and to distribute the proceeds 1/6 to each of them. The parties agree to accept or reject any offers to purchase the Farmland by majority vote.

Shirley M. Swartz-Chesmore currently resides at Marietta's Place Care Facility located at 105 McCarren Drive, Manchester. The parties state and agree that providing for the care of Shirley M. Swartz-Chesmore is important to each of them. To provide this necessary care, the parties agree that Ricky and Rocky shall first use Shirley's existing personal accounts. If and only if these funds are exhausted, Ricky and Rocky may use proceeds from the sale of the House. If and only if Shirley's accounts and proceeds from the sale of the House are exhausted, the parties agree to sell the Farmland using the same procedure discussed above, and to use the proceeds of the sale of the Farmland for Shirley's care. Upon Shirley's death, remaining proceeds from the sale of the Farmland will be distributed according to this Agreement 1/6 to each of the parties.

2. Releases.

That each of the parties to this Agreement in consideration for the agreed-upon division and distribution of the Farmland listed in section 1 above, hereby release the other parties to this Agreement, their heirs, successors and assigns, from any and all claims, demands and/or causes of action, recognized at law or in equity, founded upon statute, law or administrative regulation, known or unknown, which are or are not yet mature, that any party may have against any of the other parties to this Agreement, now or in the future, relating to or in any way arising out of any wills or trust agreements involving Richard W. Swartz and/or Shirley M. Swartz-Chesmore and/or any assets or property owned by Richard W. Swartz or Shirley M. Swartz-Chesmore while they were married and/or held or owned by them at the time of their deaths, including, but not limited to, any estate planning pertaining to the property or assets of Richard W. Swartz and/or Shirley M. Swartz-Chesmore.

3. Representations and Warranties.

Richard, Randall, Mary, Ronald, Ricky and Rocky, jointly and severally, represent and warrant to each other that:

- A. This Agreement represents a compromise of disputed claims, the liability for which is expressly denied by each party to this Agreement. The

- execution of this Agreement by any party hereto shall not be deemed an admission of liability or fault on the part of any party or entity executing this Agreement;
- B. The consideration provided in this Agreement is all the consideration any party hereto shall receive and there are no promises, written or oral, express or implied, for the receipt of any additional consideration made by any of the parties hereto or their legal representatives so as to induce any other party hereto to execute this Agreement;
 - C. Each party to this Agreement has had an opportunity to review this Agreement with their own independent legal counsel prior to executing this Agreement. Accordingly, each party to this Agreement executes this Agreement solely upon the reliance and advice of their own independent legal counsel and has not relied on any conversation, writing, remark or silence of any other party or legal counsel acting on behalf of any other party hereto;
 - D. There is no person, entity or organization which owns or can claim to own any interest, in whole or in part, to any of the claims being released herein; and
 - E. Each of the parties hereto is under no legal disability or contractual agreement that limit their ability to enter into this Agreement and be fully bound by or perform each of the terms and conditions contained within this Agreement.

4. Construction of the Agreement.

This Agreement shall be construed and enforced according to the laws of the State of Iowa. Each of the parties hereto has independently had the opportunity to fully negotiate the terms hereof and modify the draftsmanship of this Agreement. The terms of this Agreement shall be construed and interpreted without any presumption, inference or rule of law requiring the construction or interpretation of any provision of this Agreement against the interests of the parties causing this Agreement to be drafted.

5. Full Resolution of All Claims.

The entry into this Agreement and the performance of all obligations and covenants contained herein shall fully, completely and permanently resolve all claims held by the parties against the other parties concerning all claims related to the estate planning, assets and properties of Richard W. Swartz and Shirley M. Swartz-Chesmore. There shall be no further or new proceedings concerning any of the claims that have been released.

6. Fully Integrated Agreement.

This Agreement is a fully integrated agreement and constitutes the entire agreement pertaining to the subject matter of the settlement and final compromise of the claims of Richard, Randall, Mary, Ronald, Ricky and Rocky. This Agreement supersedes all negotiations, preliminary agreements and all prior and contemporaneous discussions and understandings of the parties hereto in connection with subject matter contained within this Agreement. No amendment, waiver, change or modification of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing, signed or initialed by all of the parties hereto or that party's duly authorized agent is supported by new or additional consideration. A waiver of any provision of this Agreement shall not be deemed a waiver of future compliance herewith and such provision subject to a claim of waiver shall remain in full force and effect until a court of competent jurisdictions issues a final determination that a waiver has occurred.

7. Survival of Representations and Covenants.

Should any paragraph or condition of this Agreement be declared invalid or unenforceable, all remaining paragraphs of provisions shall survive and remain in full force and effect.

8. Breach of Agreement.

In the event of any dispute between the parties hereto concerning the performance of, or breach of any provision of this Agreement, the parties hereto agree that they shall submit such dispute exclusively to the Iowa District Court for Delaware County and that the Iowa District Court for Delaware County shall have exclusive personal and subject matter jurisdiction with regard to such dispute. The parties to this Agreement irrevocably and unconditionally waive any right to have a trial by jury with regard to any dispute concerning the enforcement of or breach of this Agreement. In a suit to enforce the terms of this Agreement, brought by any party, the non-prevailing party agrees to pay the attorney's fees and costs incurred by the prevailing party(ies) in that suit.

9. Counterparts.

Because there are multiple parties to this Agreement, this Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, which when put together with other counterparts, shall constitute one and the same instrument. In the making of proof thereon, it shall not be necessary to produce or account for more than one such counterpart. The transmission of any signature by any party hereto by electronic correspondence shall be deemed the same as an original signature and each of the parties hereto irrevocably waives the right to challenge the authenticity or identification of any electronic signature to this Agreement.

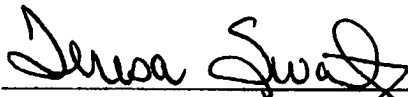
10. Recording of Family Settlement Agreement.

The parties to this Agreement agree that any of them, for title clearing purposes or to protect their interests in the Farmland, may have this Family Settlement Agreement recorded with the Delaware County, Iowa Recorder's Office.

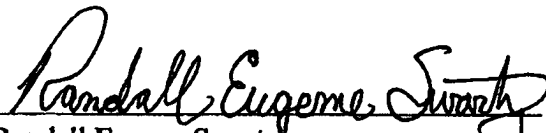
IN WITNESS WHEREOF the parties hereto have executed this Agreement of the date set forth below.

Dated 6/28/2026

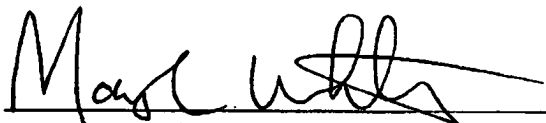

Richard Lee Swartz


Teresa Swartz, Wife of Richard Lee Swartz

Dated 6/28/2026


Randall Eugene Swartz
BY: POA Richard Lee Swartz
*ATTACHED

Dated 6/28/2026


Mary Lynn White

Dated 6/29/2026

Ronald Martin Swartz
Ronald Martin Swartz

Penny Swartz
Penny Swartz, Wife of Ronald Martin
Swartz

Dated 6-26-26

Ricky Roger Tibbott
Ricky Roger Tibbott

Connie Tibbott
Connie Tibbott, Wife of Ricky Roger
Tibbott

Dated 8.41.2020

Rocky Tibbott
Rocky Allen Tibbott

Marie Tibbott
Marie Tibbott, Wife of Rocky Allen Tibbott