

BK: 2026 PG: 2179  
Recorded: 7/20/2026 at 2:36:58.0 PM  
Pages 9  
County Recording Fee: \$47.00  
Iowa E-Filing Fee: \$3.00  
Combined Fee: \$50.00  
Revenue Tax: \$0.00  
BRANDY L. MACUMBER, RECORDER  
Madison County, Iowa

Prepared by/Return to: Karen L. Karr, 666 Grand Avenue, Suite 2000, Des Moines, Iowa 50309. 515.242.2400  
Taxpayer Address: No change

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## MANURE EASEMENT AGREEMENT

**THIS MANURE EASEMENT AGREEMENT** ("Agreement"), effective as of July 17, 2026, is between Lance L. Schwartz and Renee Schwartz, husband and wife ("Grantor"), and Parks Finishing C16, LLC, an Iowa limited liability company ("Grantee"). Grantor and Grantee are each a "Party" and together, the "Parties".

### RECITALS:

**WHEREAS**, Grantee or its assigns desire to apply hog manure from Grantee's hog confinement facility (the "Hog Farm") located on certain property of Grantee, more particularly described on attached as Exhibit "A" ("Grantee's Land"), on certain property of Grantor, more particularly described on attached Exhibit "B" ("Grantor's Land"), and Grantor desires to grant an easement to Grantee for the purpose of applying such manure to Grantor's Land, pursuant to the terms of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree:

**1. Recitals.** The foregoing recitals and attached Exhibits "A" and "B" are hereby incorporated by this reference.

**2. Easement.** Grantor hereby grants, bargains and conveys to Grantee an easement on, in, over, across, through and under Grantor's Land for the purpose of applying manure generated at the Hog Farm, in such amounts and at such times as provided in this Agreement, and a right of ingress and egress, onto Grantor's Land for any purpose(s) related thereto (including, without limitation, soil testing) (the "Easement"). The Easement shall run with the land and bind all future titleholders to Grantor's Land and shall be for the benefit of the Hog Farm and Grantee's Land. Grantor's Land consists of approximately 330 tillable acres on which manure can be applied by or for Grantee pursuant to this Agreement. The Easement shall be for the purpose of applying manure only from the Hog Farm to Grantor's Land.

**3. Term and Termination.** This Agreement shall continue in full force and effect for an initial term of twenty (20) years from the date hereof (the "Initial Term"); provided, that, this Agreement shall immediately terminate if the Hog Farm shall cease to remain in operation as provided in the next sentence. The Hog Farm shall cease to be in operation when swine are no longer located at the Hog Farm for more than one hundred eighty (180) consecutive business days. At the end of the Initial Term (and any Renewal Term), unless this Agreement is earlier terminated as provided in the first or next sentence of this Section, this Agreement shall automatically renew for additional five (5) year periods (each, a

"Renewal Term") unless and until either Party delivers written notice to the other Party, at least one (1) year before the end of the then-current Term, that such Party elects to not renew this Agreement as of the expiration of said Term. Any other termination of this Agreement requires a written termination, signed by both Parties, or their successors, assigns or personal representatives, as applicable. Unless otherwise stated in this Agreement, "Term" means the Initial Term and each Renewal Term.

4. **Manure Application Agreement.** As of the date of this Agreement, Grantee has executed a Manure Application Agreement with L & D Schwartz Farms, LLC, an Iowa limited liability company ("Applicator"), under which Applicator has access to the Hog Farm to obtain the manure and apply the same to Grantor's Land (as amended from time to time, the "Manure Application Agreement"). Grantor acknowledges that Applicator is a related party, consents to such Manure Application Agreement and agrees that Applicator will apply manure upon Grantor's Land pursuant to the terms of said Manure Application Agreement and this Agreement. Applicator shall have a right of ingress and egress upon Grantor's Land as necessary to apply the manure subject to this Easement.

5. **Testing.** Grantor agrees to take, at Grantor's cost, multiple tests of the manure from the Hog Farm to be applied to Grantor's Land for nitrogen, phosphorus and potassium consistent with customary practice and to provide Grantee and Grantor's and Grantee's tenant(s), if any, the average test results (nitrogen, phosphorus and potassium), which shall be the basis for the application rates of manure to be applied to Grantor's Land under this Agreement.

6. **Application of Manure.** Except as otherwise agreed between the Parties, in writing, Grantor shall provide for all applications of manure to Grantor's Land, whether by Grantor or third parties hired by Grantor in accordance with the Manure Application Agreement, any subsequent manure application agreement approved by Grantee, or any other similar agreement approved by Grantee. All environmental and conservation credits, including, without limitation, carbon sequestration or similar credits or benefits that are associated with the application of manure as provided in this Agreement shall be Grantee's sole property.

7. **Warranties of Grantor.** Grantor warrants that it has title to Grantor's Land and the unrestricted right to convey the Easement without the consent of any person or entity, including any lender or has provided the consent of such lender herewith. Grantor waives all rights of dower, homestead and distributive share and any other marital right in and to Grantor's Land and represents and warrants Grantor's Land does not constitute homestead in any Grantor or any spouse of Grantor. Grantor agrees to, and shall cause any tenant of Grantor to, not apply additional fertilizer to Grantor's Land if such application, when combined with the manure applied to Grantor's Land under this Agreement, would exceed the optimal fertilization for the crops grown on Grantor's Land or would cause Grantee to not be in compliance with Grantee's required nutrient or manure management plan(s).

8. **Binding Effect.** This Agreement shall inure to the benefit of and be binding upon the Parties, their respective successors, assigns and personal representatives for the Term of this Agreement. Without limiting any assignment rights, Grantee may assign its rights under this Agreement, in whole or in part, for such periods as Grantee may determine, to third parties desiring to apply manure from the Hog Farm to Grantor's Land.

9. **Limitation of Liability.** No agent, tenant or employee of one Party is an agent or employee of the other, and any liability arising from the actions or negligence of a Party's agent, tenant or employee shall be such Party's sole responsibility and expense, with any Party so responsible to indemnify and hold the non-responsible Party, and the non-responsible Party's agents, employees, successors and assigns, harmless from and against any claim, damage or expense (including, without limitation, reasonable attorneys' fees and court costs) arising from or related to any accident, injury or death of any person, or

damage or destruction of property, arising from or in connection with the responsible Party's use of the Easement or breach of this Agreement. Such indemnification shall survive the expiration or earlier termination of this Agreement.

10. **Waiver**. A Party's failure to insist in any one or more instances upon performance of any term, covenant, or condition of this Agreement shall not be construed as a waiver of future performance of any such term, covenant, or condition but the obligation of such Party with respect thereto shall continue in full force and effect.

11. **Governing Law**. This Agreement shall be construed and governed in accordance with the laws of the State of Iowa.

12. **Entire Agreement**. This Agreement constitutes the entire agreement and understanding between the Parties and supersedes all earlier agreements or understandings, written or oral. No amendment to this Agreement shall be effective unless it is in writing and signed by the Parties and/or their respective heirs, successors, assigns or personal representatives, as applicable. If any provision of this Agreement is held invalid, the remaining provisions of this Agreement shall remain in full force and effect as if that invalid provision had not been included in this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neutered gender, according to the context.

13. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original for all purposes and all of which together shall constitute one and the same instrument.

14. **Joinder**. Any mortgagee joining in the execution of this Agreement does so for the sole purpose of ratifying, approving, and consenting to this Agreement and the Easement.

[Signature Pages Follow]

IN WITNESS WHEREOF, this Agreement has been executed as of the Effective Date.

**GRANTOR:**

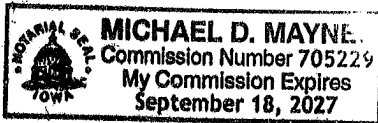
Lance L. Schwartz and Renee Schwartz

Lance L. Schwartz  
Lance L. Schwartz

Renee Schwartz  
Renee Schwartz

STATE OF IOWA )  
COUNTY OF Adair ) SS:

This record was acknowledged before me on July 16, 2026, by Lance L. Schwartz and Renee Schwartz, husband and wife.



[Signature]  
NOTARY PUBLIC IN AND FOR SAID STATE  
MY COMMISSION EXPIRES: September 18, 2027

IN WITNESS WHEREOF, this Agreement has been executed as of the Effective Date.

**GRANTEE:**

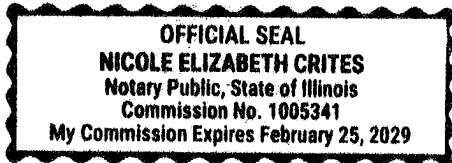
Parks Finishing C16, LLC,  
an Iowa limited liability company

By: \_\_\_\_\_

Lawrence L. Parks, Manager

STATE OF Illinois )  
 ) SS:  
COUNTY OF Champaign )

This instrument was acknowledged before me on July 15, 2026, by Lawrence L. Parks as Manager of Parks Finishing C16, LLC, an Iowa limited liability company.



Nicole Crites

NOTARY PUBLIC IN AND FOR SAID STATE

MY COMMISSION EXPIRES: 2/25/29

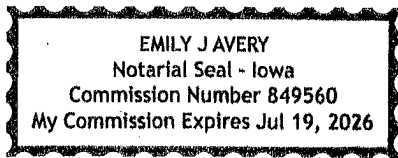
For the purpose set forth in Section 14 of the Agreement to which this is attached and notwithstanding anything to the contrary in any loan document, the undersigned mortgagee ratifies, approves, consents to, and confirms this Agreement, and agrees, for itself and its successors and assigns, to be bound by its terms.

FARM CREDIT SERVICES OF AMERICA, FLCA

By: *[Signature]*  
Print Name: Daniel Mehmen  
Title: RVP Lending

STATE OF Iowa )  
COUNTY OF Cerro Gordo ) ss.

This record was acknowledged before me on July 16, 2026 by Daniel Mehmen as RVP Lending of Farm Credit Services of America, FLCA, a federally chartered cooperative.



*[Signature]*  
NOTARY PUBLIC IN AND FOR SAID STATE  
MY COMMISSION EXPIRES: July 19, 2026

Exhibit "A"  
[Grantee's Land Legal Description]

PARCEL "B" IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (NW1/4NW1/4) OF SECTION TWENTY (20), TOWNSHIP SEVENTY-FIVE (75) NORTH, RANGE TWENTY-NINE (29) WEST OF THE 5TH P.M., MORE PARTICULARLY DESCRIBED IN PLAT OF SURVEY DATED JANUARY 23, 2012 AND RECORDED JANUARY 23, 2012 IN BOOK 2012 ON PAGE 202 IN THE OFFICE OF THE MADISON COUNTY RECORDER.

Exhibit "B"  
[Grantor's Land Legal Description]

THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER (NW 1/4 NE 1/4), THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (SW 1/4 NE 1/4), AND THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (SE 1/4 NE 1/4), ALL IN SECTION 17, TOWNSHIP 75 NORTH, RANGE 29 WEST OF THE 5TH P.M., MADISON COUNTY, IOWA;

AND

THE SOUTH ONE (1) ACRE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (S. 1 ACRE OF THE SW 1/4 NW 1/4) OF SECTION 17, TOWNSHIP 75 NORTH, RANGE 29 WEST OF THE 5TH P.M., MADISON COUNTY, IOWA;

AND

THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (NE 1/4 NW 1/4), THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (NW 1/4 NW 1/4), AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE 1/4 NW 1/4), ALL IN SECTION 17, TOWNSHIP 75 NORTH, RANGE 29 WEST OF THE 5TH P.M., MADISON COUNTY, IOWA;

AND

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE 1/4 NE 1/4) OF SECTION 17, TOWNSHIP 75 NORTH, RANGE 29 WEST OF THE 5TH P.M., MADISON COUNTY, IOWA;

AND

THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (NE 1/4 SW 1/4), THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW 1/4 SW 1/4), AND THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SE 1/4 SW 1/4), ALL IN SECTION 17, TOWNSHIP 75 NORTH, RANGE 29 WEST OF THE 5TH P.M., MADISON COUNTY, IOWA;

AND

THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 17, TOWNSHIP 75 NORTH, RANGE 29 WEST OF THE 5TH P.M., MADISON COUNTY, IOWA;

AND

THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (NE 1/4 NW 1/4) OF SECTION 20, TOWNSHIP 75 NORTH, RANGE 29 WEST OF THE 5TH P.M., MADISON COUNTY, IOWA;

AND

THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION TWENTY (20), TOWNSHIP SEVENTY-FIVE (75) NORTH, RANGE TWENTY-NINE (29) WEST OF THE 5TH P.M., MADISON COUNTY, IOWA, EXCEPT:

PARCEL "B" IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (NW1/4NW1/4) OF SECTION TWENTY (20), TOWNSHIP SEVENTY-FIVE (75) NORTH,

[Exhibit "B" to Manure Easement Agreement (C16\_Renee and Lance)]



RANGE TWENTY-NINE (29) WEST OF THE 5TH P.M., MORE PARTICULARLY DESCRIBED IN  
PLAT OF SURVEY DATED JANUARY 23, 2012 AND RECORDED JANUARY 23, 2012 IN  
BOOK 2012 ON PAGE 202 IN THE OFFICE OF THE MADISON COUNTY RECORDER.