

BK: 2026 PG: 2180
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Pages 7
County Recording Fee: \$37.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$40.00
Revenue Tax: \$0.00
BRANDY L. MACUMBER, RECORDER
Madison County, Iowa

Prepared by/Return to: Karen L. Karr, 666 Grand Ave., Suite 2000, Des Moines, Iowa 50309: (515) 242-2400
Legal Description: See the Schwartz Property (as defined and described on attached Exhibit "A") and the Parks Property as defined and described on page 1 hereof

EASEMENT AND FENCE AGREEMENT

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

RECITALS:

WHEREAS, Parks is the owner of the real estate described as **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** (the "Parks Property"); and

WHEREAS, Schwartz is the owner of the real estate described on Exhibit "A", attached hereto and hereby made a part hereof (as described thereon, the "Schwartz Property"); and

WHEREAS, Parks purchased the Parks Property from an affiliate of Schwartz and, as a condition to such transaction, has requested that Schwartz execute and deliver 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.** Terms used in the above Recitals are hereby incorporated by this reference.
2. **Easement.** Schwartz, for itself and successor owners of the Schwartz Property, hereby agrees to negotiate in good faith with Parks for, and, on such terms that Schwartz and Parks hereafter agree to, grant to Parks and its Permittees, in each case, for the benefit of the Parks Property and use and operation of one or more hog finishing barns thereon, such reasonable utility easements in, on, over, across, through, and under the Schwartz Property reasonably necessary to ensure continued access to water and other utilities needed for such use and operation, including, without limitation, a perpetual easement in, on, over, across, through, and under a portion of the Schwartz Property for the location, construction, reconstruction, use, operation, patrolling, inspection, repair, replacement, enlargement, improvement, grading, maintenance,

service, and removal of water wells, water and power lines, and necessary structures and appurtenances and related facilities, together with all rights of ingress, egress, and access necessary for use and enjoyment of such easement. Nothing in this Section 3 will be deemed as Schwartz's representation or warranty to Parks of the suitability of the Schwartz Property for any such easement or, with respect to any future water rights, any guaranteed flow of water from any dug well.

"Permittees" means representatives, employees, contractors (and, as permitted by Parks, any such contractor's employees, suppliers, and subcontractors), mortgagees (and, as permitted by Parks, any such mortgagee's employees and agents), tenants, contract vendees, invitees, licensees, and assigns of Parks.

3. **Fence Agreement.** No part of the Schwartz Property may be used to graze or otherwise keep livestock or other animals thereon without Schwartz first constructing, at Schwartz's sole cost and expense, a fence on the Schwartz Property or the Shared Boundary (defined below) (from time to time, and as may be replaced, the "Fence"). Any Fence must be constructed and repaired in a good and workmanlike manner and maintained, in each case, in a manner sufficient to keep said livestock and animals off the Parks Property and, otherwise, as a "lawful fence" as defined in Iowa Code Section 359A.18, as in effect on the Effective Date and as the same may be amended or recodified hereafter. Schwartz hereby assumes any and all responsibility (including, without limitation, all related costs necessary) for the construction, reconstruction, and maintenance of the Fence in accordance with this Agreement, any subsequent partition fence agreement executed by the Parties, and applicable Iowa law and, in the case of directly conflicting provisions amongst the same, the stricter requirement will apply; provided, that, Parks will promptly reimburse Schwartz for any actual, out-of-pocket costs incurred by Schwartz on account of any Fence damage caused by the negligence or intentional misconduct of Parks or its Permittees. If the Fence, as constructed, is found to be located on any portion of the Parks Property, other than the shared, legal boundary between the Schwartz Property and the Parks Property (the "Shared Boundary"), Schwartz must relocate the Fence, at Schwartz's sole cost and expense and within 90 days after discovery or knowledge thereof, to the Shared Boundary or onto the Schwartz Property. If the Fence is damaged, to avoid livestock or other animals from trespassing onto the Parks Property, Schwartz will promptly, and in no case later than 30 days after than the earlier discovery or knowledge of the damage, repair the same at Schwartz's sole expense (unless expressly stated otherwise herein), to the condition required by this Agreement, any other applicable partition fence agreement, and applicable Iowa law and, in the case of directly conflicting provisions amongst the same, the stricter requirement will apply. This Agreement, exclusive of Section 2 hereof, will be considered an agreement made pursuant to Iowa Code Section 359A.12, as in effect on the Effective Date and as the same may be amended or recodified hereafter; provided, that, upon either Party's request, the other Party will negotiate, in good faith, and promptly execute and deliver (and consents to the recording of) a separate, recordable partition fence agreement containing terms consistent with this Agreement and/or such other terms acceptable to the Parties with respect to the Fence.

4. **Easement Runs With Land.** This Agreement and the terms hereof will run with the land and are binding on and beneficial to the Parties and their respective heirs, administrators, executors, successors, and assigns, including, without limitation, successor/future owners of the Schwartz Property, with respect to the obligations and rights of Schwartz under this Agreement and successor/future owners of the Parks Property, with respect to obligations and rights of Parks under this Agreement.

5. **Default; Remedies; Injunctive Relief.** A Party is in default under this Agreement if such Party fails to perform or act as required by this Agreement and such failure continues for more than 20 days after receipt of written notice from another Party; provided, that, if a default cannot be reasonably cured within such 20-day cure period, a defaulting Party has such cure period reasonably necessary to cure such default (but not to exceed 90 days, in the aggregate) if such defaulting Party commences its cure within the 20 days after receipt of the applicable default notice and thereafter diligently pursues completion of the cure. Notwithstanding the foregoing, Parks may pursue the remedy under subsection (ii) in the following

paragraph, without advance notice or giving the defaulting Party an opportunity to cure, if, in the reasonable discretion of the non-defaulting Party, the applicable default poses a danger to the health and safety of persons or animals. Each Party's rights and remedies are cumulative and not exclusive.

If a default continues beyond the cure period provided herein, the non-defaulting Party may: (i) seek injunctive relief, a decree of specific performance, or similar relief, to require the defaulting Party to cure the default or otherwise enjoin the action giving rise to the default (the Parties acknowledging that a default may cause irreparable harm for which monetary damages are inadequate); (ii) perform the defaulting Party's obligations and, in such case, the defaulting Party must reimburse a non-defaulting Party for any reasonable amount such non-defaulting Party expends for such purpose, such reimbursement to be made no later than 30 days after such non-defaulting Party's delivery of supporting documentation evidencing the costs incurred to cure the default, such obligation to survive any termination of this Agreement; and/or (iii) seek any other remedy at law or in equity. Any amount remaining unpaid after the date due under this Section will accrue interest at a rate of 10% per annum or the highest rate allowed by law, whichever is less.

6. **Notices.** All notices given under or in connection with this Agreement must be in writing and sent by U.S. certified or registered mail, postage prepaid, return receipt requested, or by overnight courier, addressed as follows, to: (i) Parks, at the address on file with the Madison County, Iowa Assessor for delivery of real estate tax statements to Parks with respect to the Parks Property; or (ii) Schwartz, at the address on file with the Madison County, Iowa Assessor for delivery of real estate tax statements to Schwartz with respect to the Schwartz Property, as applicable. All notices will be deemed delivered (y) when mailed by U.S. certified or registered mail as required hereby, three (3) days after depositing in the mail; or (z) when overnighted as required hereby, the business day immediately following deposit with the applicable overnight courier.

7. **Attorneys' Fees.** If a Party brings a legal action or proceeding against the other to enforce any covenant or provision under this Agreement, the prevailing Party in such action or proceeding will be entitled to recover, in addition to other damages or remedies available at law or in equity, its reasonable costs of bringing and prosecuting such action or proceeding including, but not limited to, court costs, expert witness fees, and reasonable attorneys' fees.

8. **Waiver.** Except as expressly provided otherwise in this Agreement, the failure of a Party to insist in any one or more instances upon performance of any term or condition of this Agreement will 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 will continue in full force and effect.

9. **Governing Law.** This Agreement will be construed and governed in accordance with the laws of the State of Iowa, without regard to its choice of law principles.

10. **Miscellaneous.** Time is of the essence as to this Agreement. This Agreement, including, without limitation, the exhibits attached hereto, represents the entire agreement of the Parties as to the subject matter hereof and supersedes all prior negotiations and agreements. No amendment to this Agreement is valid unless in writing and signed by the Parties. If any provision of this Agreement is held invalid, the remaining provisions of this Agreement will remain in full force and effect as if that invalid provision had not been included herein. Words and phrases herein will be construed as in the singular or plural number, and as masculine, feminine or neutered gender, according to the context. This Agreement will not be construed more strictly against a Party merely because it may have been drafted or prepared by such Party or its legal counsel, it being recognized that this Agreement is the product of negotiation. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original for all purposes and all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the Effective Date.

[Signature Pages Follow]

PARKS:

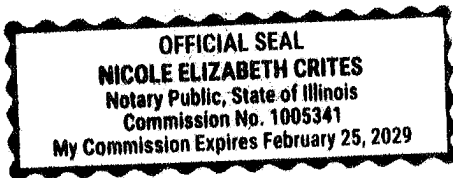
PARKS FINISHING C16, LLC,
an Iowa limited liability company

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.



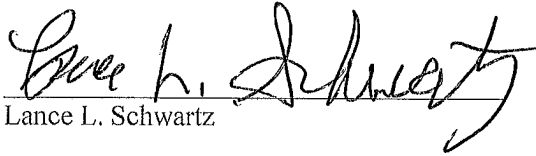
Nicole Crites

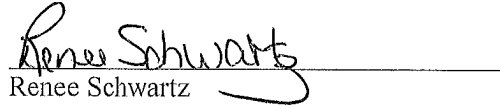
NOTARY PUBLIC IN AND FOR SAID STATE
MY COMMISSION EXPIRES: 2/25/29

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the Effective Date.

SCHWARTZ:

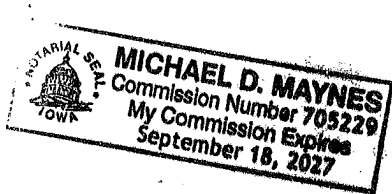
LANCE L. SCHWARTZ AND RENEE SCHWARTZ


Lance L. 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.




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

Exhibit "A"
[the Schwartz Property]

THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION TWENTY (20) IN 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, 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.