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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 description of the Grantor Property below

ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT 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 ("Grantor"), and Lance L. Schwartz and Renee Schwartz, husband and wife ("Grantee"). Grantor and Grantee are each a "Party" and together, the "Parties".

RECITALS:

WHEREAS, Grantor 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 "Grantor Property"); and

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

WHEREAS, Grantor purchased the Grantor Property from an affiliate of Grantee and, as a condition to such transaction, has agreed to grant Grantee the Easement (defined below) on the terms provided below.

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. **Term.** The term of this Agreement commences on the Effective Date and shall continue, as to any portion of the Grantee Property owned by Grantee or any Heir (defined below) in fee title, until the date that Grantee or its Heir(s) no longer own fee title to such Grantee Property (the "Term"), it being the Parties' intent that the Easement be personal to Grantee and its Heir(s) and not assignable or otherwise transferable to any successor owner of the Grantee Property, other than the Heirs or any Heir, without Grantor's advance, written consent as provided in Section 10 of this Agreement. For the avoidance of doubt, if Grantee or its Heir(s) cease to hold fee title to some of the Grantee Property, the Term will end and this Agreement will terminate only as to the portion of the Grantee Property that Grantee or its Heir(s) no longer

owns in fee title (such that the Easement may no longer be used therefor). In furtherance of and subject to the foregoing, as of the recording of any deed or instrument of conveyance transferring fee title of the Grantee Property, or any part thereof, to a party other than the Heirs or any Heir, this Agreement will, without further notice or action on the part of either Party, terminate as to the portion of the Grantee Property conveyed under such deed or conveyance instrument to a party other than the Heirs or any Heir and, except as to any terms that expressly survive termination of this Agreement, be of no further force and effect as to such portion of the Grantee Property. Notwithstanding the foregoing, and without limiting the automatic termination set forth in the preceding sentence, promptly after the expiration of the Term, and upon Grantor's written request therefor, Grantee will execute a recordable termination of this Agreement, or any part hereof, such obligation to survive any termination of this Agreement. As used herein, "Heirs" means the direct, legal heirs of the initial Grantee of this Agreement, with "Heir" being any one of the Heirs, and Heir/Heirs does not include any legal heir or heirs of any Heir or Heirs.

Further, either Party may terminate this Agreement, in whole or in part, by providing no less than 90 days advance, written notice to the other Party and, in such case, the Parties shall execute a recordable instrument evidencing such termination.

3. **Easement.** During the Term, Grantor hereby grants, bargains, and conveys unto Grantee and its Permittees (defined below), a non-exclusive easement on, over, across, in, and through the Grantor Property for pedestrian and vehicular access and ingress and egress between the Grantee Property (or such portion thereof that this Agreement applies to from time to time) and Bittersweet Avenue (the "Easement"), together with all rights of access, ingress, and egress reasonably necessary for the use and enjoyment of the Easement. If this Agreement partially terminates, thereafter, the Easement benefits and may be used for access to, and the Grantee Property will be deemed to include, only that part of the Grantee Property that Grantee owns fee title to and for which this Agreement has not earlier terminated pursuant to Section 2 or any termination recorded, whether pursuant to said Section 2 or otherwise.

"Permittees" means any tenant or contractor of Grantee and any employee of any such tenant or contractor, with "Permittee" being any one of the Permittees.

4. **Use.** Other than the Easement, neither Grantee nor anyone claiming by or through Grantee (including, without limitation, any Permittee) will have any right to use or access the Grantor Property. Further, Grantee's and its Permittees' use of the Easement and ingress/egress must (i) use, as far as reasonably possible, existing drives and roads located on the Grantor Property from time to time; provided, that, use of the Grantor Property in connection with the Easement is without any representation or warranty, of any kind, from Grantor (other than as provided in Section 12, below) and Grantee and Permittees use the same and the rest of Grantor Property in "as is" condition from time to time, Grantor hereby assuming no obligation to Grantee or its Permittees for the maintenance thereof and Grantee hereby assuming all risk associated with use of the Grantor Property in connection with the Easement; (ii) use the most direct route from or to Bittersweet Avenue and the nearest practicable entry or exit point to or from the Grantor Property; (iii) be made expeditiously, in compliance with applicable law and all Permitted Exceptions (defined below), and in a manner that does not unreasonably interfere with Grantor's use of the Grantor Property and business operations thereon, Grantee hereby recognizing that Grantor operates a hog finishing barn onsite, which operation requires regular, truck access to and from said barn; and (iv) not injure or damage the Grantor Property nor Grantor's property or animals thereon, with Grantee to reimburse Grantor for all costs incurred by Grantor or its tenants to repair any such injury or damage (normal wear and tear to land excepted), any such reimbursement to be made by Grantee to Grantor within 30 days after Grantee's receipt of Grantor's written demand for reimbursement and supporting invoices for all costs claimed by Grantor or its tenant. In no case will Grantee or its Permittees have any right to park any vehicle or equipment, or otherwise keep any personal property or equipment, on, nor any right to improve, the Grantor Property,

without Grantor's advance, written consent, which consent Grantor may withhold in Grantor's sole and exclusive discretion.

5. **No Dedication.** Nothing in this Agreement will be construed as gift, grant, or dedication of any portion of the Grantor Property to the general public or for any public purpose whatsoever.

6. **Obstructions Prohibited.** During the Term, Grantor will not improve the Grantor Property in such a manner that prohibits or unreasonably and materially hinders the free flow of traffic between the Grantee Property and Bittersweet Avenue. The foregoing will not be deemed to prohibit Grantor's use and improvement of the Grantor Property and Grantor will not be deemed in default of this Section if there is still reasonable access between the Grantee Property and Bittersweet Avenue, despite any such use or improvement(s).

7. **Limitation of Liability.** Each Party will be responsible for its and its related party's actions and negligence (and breach of any term of this Agreement) and will indemnify, hold harmless, and, upon the other Party's request (and then with counsel reasonably acceptable to the other Party) defend the other Party and its related parties, from and against any third party claim, damage, and/or expense (including, without limitation, reasonable attorneys' fees and court costs) arising from or in connection with 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 or any of its related party's use of the Grantor Property or breach of this Agreement, except to the extent any such claim, damage, or expense arises from the indemnified Party's or any of its related party's negligence or intentional misconduct. Such indemnification will survive any termination of this Agreement. For purposes of this Section 7, in no case will Grantee and its Permittees, by accessing the Grantor Property under this Agreement, be a related party of Grantor. Grantee's related parties include, without limitation, its Permittees.

8. **Insurance.** During the Term, Grantee will maintain, at its cost, commercial general liability insurance, with a primary limit of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate per policy. Such liability insurance must include premises operations, personal injury, contractual liability, products/completed operations hazard, and broad form property damage coverages and will name Grantor and, upon written notice from Grantor to Grantee, Grantor's mortgagees as additional insureds. Any policy contemplated herein will contain a clause that the insurer will not cancel the insurance without first giving the insureds 30 days' prior, written notice, and will be with an insurance company authorized to do business in Iowa and with a current A.M. Best rating for financial strength of at least A- and an A.M. Best financial size category of not less than VII. Grantee will provide Grantor, on or before the Effective Date and, thereafter, for so long as this Agreement remains in effect, promptly after Grantor's demand for the same, certificates evidencing the insurance coverage required of Grantee under this Section.

9. **Easement Runs With Land.** During the Term only, the Easement will run with the Grantor Property, is binding on Grantor and the Grantor Property, and beneficial to Grantee in connection with the Grantee Property.

10. **Binding Effect; Assignment.** During the Term, the terms of this Agreement will inure to the benefit of, and extend to and be binding on, each Party and their respective successors and assigns; provided, that, nothing in this Section will be construed to supersede any requirement under this Agreement to obtain a Party's consent to any assignment of this Agreement nor any provision stating that successor owners of the Grantee Property have no rights under this Agreement without Grantor's written consent otherwise. Grantee may not assign this Agreement, in whole or in part, including, without limitation, to any successor owner of the Grantee Property, without the advance, written consent of Grantor, which consent Grantor will not unreasonably withhold. Grantor retains the right to assign this Agreement, in whole or in part, without the consent of Grantee.

11. **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, (i) during any period that a Party has no reasonable access to its property (or, in the case of Grantor, reasonable access to its animals), such Party, without providing the defaulting Party notice or an opportunity to cure, pursue any remedy under this Agreement, at law, or in equity; and (ii) a non-defaulting Party 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 Agreement will accrue interest at a rate of 10% per annum or the highest rate allowed by law, whichever is less.

12. **Grantor Warranties.** Grantor represents and warrants to Grantee that Grantor, (i) to the best of Grantor's actual knowledge and belief (without duty of inquiry), holds and owns fee title to the Grantor Property; (ii) has the authority, without the consent of any third party, to sell and convey the Easement and perform as required under this Agreement; and (iii) will warrant and defend the Easement against the lawful claims of all persons claiming by or through Grantor, other than on account of (x) matters arising before the Effective Date, whenever arising and whether or not recorded; (y) matters of record as of the Effective Date; and (z) so long as the same do not materially interfere with use and enjoyment of the Easement, matters recorded after the Effective Date (the matters in subsections (x) through and including (z) hereof, "Permitted Exceptions" and, each a "Permitted Exception").

13. **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) Grantor, at the address on file with the Madison County, Iowa Assessor for delivery of real estate tax statements to Grantor with respect to the Grantor Property; or (ii) Grantee, at the address on file with the Madison County, Iowa Assessor for delivery of real estate tax statements to Grantee with respect to the Grantee 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.

14. **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

GRANTOR:

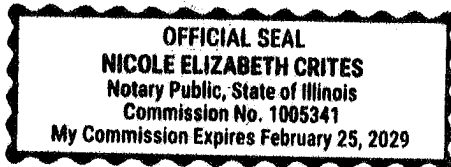
PARKS FINISHING C16, LLC,
an Iowa limited liability company

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

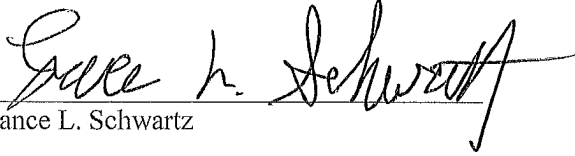
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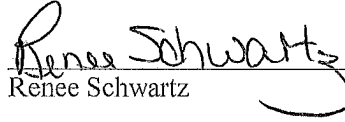
MY COMMISSION EXPIRES: 2/25/29

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

GRANTEE:

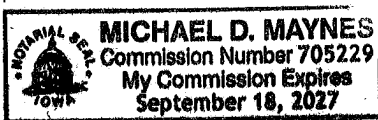
LANCE L. SCHWARTZ AND RENEE SCHWARTZ


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, 2026

Exhibit "A"
[Grantee Property]

THE NORTHWEST QUARTER (NW ¼) OF THE NORTHWEST QUARTER (NW ¼) 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.