Book 2021 Page 678
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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Drafted by/Return to: Jason Gould (402) 530-2011
Northern Natural Gas Company, 8101 Birchwood Court, Suite F, Johnston, Iowa 50131

722-20
Line: IAB73701
EATS: 78515

ENCROACHMENT AGREEMENT

This instrument made and entered into this 23 day of November, 2020, by and between NORTHERN NATURAL GAS COMPANY, a Delaware corporation, (hereinafter referred to as "Northern"), with principal offices at 1111 South 103rd Street, Omaha, Nebraska 68124-1000, and Bishop Pork, LLC (hereinafter referred to as "Owner" whether one or more).

WITNESSETH THAT:

WHEREAS, Northern is the holder of an easement granted by D.F. Arnold and Joann Arnold, his wife on June 11, 1956, covering the following described premises in Delaware County, Iowa:

> North half of the Southeast Quarter (N½ SE¼) and the Northeast Quarter (NE¼) except railroad right-of-way, Section 7 Township 88N, Range 5W; and

which easement was recorded September 17, 1956, in Book "I", at Page 212; all in the Office of the Recorder for Delaware County, Iowa (hereinafter referred to as "Easement"); and

WHEREAS, pursuant to the authority contained in said Easement, Northern has constructed and currently operates and maintains a 6-inch pipeline IAB73701, along with the right to install additional facilities from time to time (hereinafter referred to as "Pipeline Facilities"), across and through the above described premises; and

WHEREAS, Owner is the present owner of the following described real property, with Pipeline Facilities situated upon the following described land in Delaware County, Iowa (hereinafter referred to as the "Owned Premises"):

> Parcel 2020-41 part of the NE¼ of the NE¼ of Section 7, T88N, R5W Of The Fifth P.M., Delaware County, Iowa according to plat recorded in Book 2020, Page 1093 of the records of the Delaware County Recorder.

WHEREAS, Owner plans to construct a gravel driveway (hereinafter referred to as "Encroachment") upon and within a portion of the confines of Northern's blanket Easement as depicted on Exhibit "A", with this written consent; and

WHEREAS, Owner has been advised by Northern that Northern is a natural gas transmission company and that Northern operates a high pressure underground natural gas pipeline through the Owned Premises; and

WHEREAS, Owner has requested permission from Northern to maintain, use, and enjoy the Encroachment upon a portion of Northern's Easement and in close proximity to Northern's Pipeline Facilities; and

WHEREAS, Northern is willing to grant such permission upon the terms and conditions set forth as follows.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. Northern hereby grants permission to Owner to maintain, operate and use upon the Owned Premises and in close proximity to Northern's Pipeline Facilities, the said Encroachment, subject to the following conditions:

A. That Owner assumes all risks for damages, injuries, or loss to either property or persons, which may be incurred by Owner or its respective agents, invitees, or licensees present on or in the vicinity of the Easement and in any way associated with said Encroachment.

B. That the permission granted herein is limited exclusively to the proposed Encroachment within Northern's Easement. Owner shall not alter the grade or permit such alteration anywhere on the land upon which Northern has reserved its easement rights, without the prior express written consent of Northern.

C. That Owner shall at all times conduct all its activities on said Easement in such a manner as not to interfere with or impede the operation of Northern's Pipeline Facilities and activities in any manner whatsoever.

D. That Owner shall not plant any trees or shrubs within the confines of Northern's Easement without the prior express written consent of Northern.

2. Owner agrees to indemnify, protect, and hold Northern, its parent, affiliates, subsidiaries, and their directors, officers, employees, representatives, and agents harmless from and against any and all actions or causes of action, claims, demands, liabilities, loss, damage, injury, suit, proceeding, judgment, cost, or expense of whatever kind or nature, including but not limited to reasonable attorneys' fees, arising from or as a result of any incident, act, action, cause of action, negligence, transaction or omission of Owner in connection with, or incidental to the construction, operation, maintenance, or use of the said Encroachment within, upon or in the vicinity of the Easement Area, or from the operation, maintenance, use or presence of Northern's Pipeline Facilities upon or in the vicinity of the Encroachment except where such loss, cost, liability, or expense was proximately caused by the negligence of Northern or its employees. It is understood and agreed by the parties that under this Agreement, Owner shall be jointly and severally liable.

3. Owner agrees that protection of Northern's Pipeline Facilities will be maintained at all times.

4. Should Northern need to remove any of Owner's said Encroachment within its Easement in order to construct, maintain, operate, repair, remove, or resize Northern's existing or additional Pipeline Facilities, Owner or its respective heirs, successors, and assigns shall pay the cost of removing and replacing or reinstalling said Encroachment. In addition, all repair and maintenance work performed by Northern on its existing or additional Pipeline Facilities located on the Owned Premises shall be performed in a reasonable workmanlike manner and Northern shall restore the surface and grade of the Owned Premises where the work is performed, but shall not be liable for loss, damage, or replacement to Owner's said Encroachment or any associated equipment and facilities that exist within the Easement, and in this regard, Owner hereby releases Northern, its employees, agents, officers, and directors from any and all liability for any such loss or damage.

5. The Parties hereto understand that this Agreement in no way constitutes a waiver by Northern of its rights to enjoy its Easement unencumbered by the construction of said Encroachment within Northern's Easement.

6. It is expressly agreed to by and between the parties hereto that if Owner is in violation of any terms or conditions set forth in this Agreement, Northern, at its option, may terminate this Agreement upon ten (10) days' notice to the Owner. In the event of such termination, Owner shall immediately remove any and all of said Encroachment which may be situated on the Easement, or if Owner fails to remove any and all of said Encroachment, Northern may, at its option, remove said Encroachment at the expense of Owner and without any liability whatsoever. It is further agreed that the failure by Northern to exercise such option as to any such violation shall not constitute a waiver of Northern's future right to exercise such option as to the same or any future violation.

7. The provisions of the Easement, and all rights, powers, privileges, and duties, obligations, and liabilities created thereby, remain in full force and effect and are not affected hereby except to the extent and in the manner set forth above.

8. Owner agrees to indemnify, defend and hold Northern, its parent and affiliated companies, and the directors, officers and employees of any such corporate entities harmless from and against any liability, damage, claims, loss, cause of action, suit, proceeding, judgment, cost (including the cost or expense of environmental response, removal or remediation activities), fees or expense, including reasonable attorney's fees arising from: (1) non-compliance with any laws, regulations and orders applicable to the ownership or the operation and maintenance of the said Encroachment on the Owned Premises described herein, and (2) any incidents, acts, releases, negligence, transactions or omissions, or conditions on or affecting the Easement that would (i) contribute to or constitute a violation of any local, state or federal environmental rule, regulation, law or judicial order, (ii) result, in whole or in part, in any requirement to clean up or otherwise remedy or remediate a condition, (iii) give rise to any lien, liability, injunction, order, restriction, claim, expense, damage, fine or penalty, or (iv) adversely affect human health or the environment at or near the Easement.

9. **TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED, AND AGREES ANY SUCH ACTIONS MAY NOT IN ANY EVENT BE CONSOLIDATED TOGETHER.**

This instrument and the covenants and agreements herein contained shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the parties and the benefits of this Agreement shall run with the land.

IN WITNESS WHEREOF, the parties have executed this instrument the day and year first above written.

"NORTHERN" NORTHERN NATURAL GAS COMPANY	"OWNER" BISHOP PORK, LLC
By: _____	By: _____
Name: Bryan K. Kruger	Name: Denise Bishop
Title: Attorney-in-Fact	Title: Member Manager

(THIS PORTION INTENTIONALLY LEFT BLANK)

STATE OF NEBRASKA)
)SS
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 18th day of January, 2021, by *Bryan Kruger, Attorney-in-Fact,* for Northern Natural Gas Company, a Delaware corporation, on behalf of the corporation.

(S E A L)

GENERAL NOTARY - State of Nebraska
DAPHNE A REED
My Comm. Exp. June 20, 2021

Daphne A Reed
Notary Public
My Commission Expires June 20, 2021

STATE OF Iowa)
)SS
COUNTY OF Delaware)

The foregoing instrument was acknowledged before me this 23 day of November, 2020, by Denise Bishop for BISHOP PORK, LLC, on behalf of the company.

(S E A L)

KATIE A. HUBBARD
Commission Number 766866
My Comm. Exp 02-28-2023

Katie A. Hubbard
Notary Public
My Commission Expires 02-28-2023

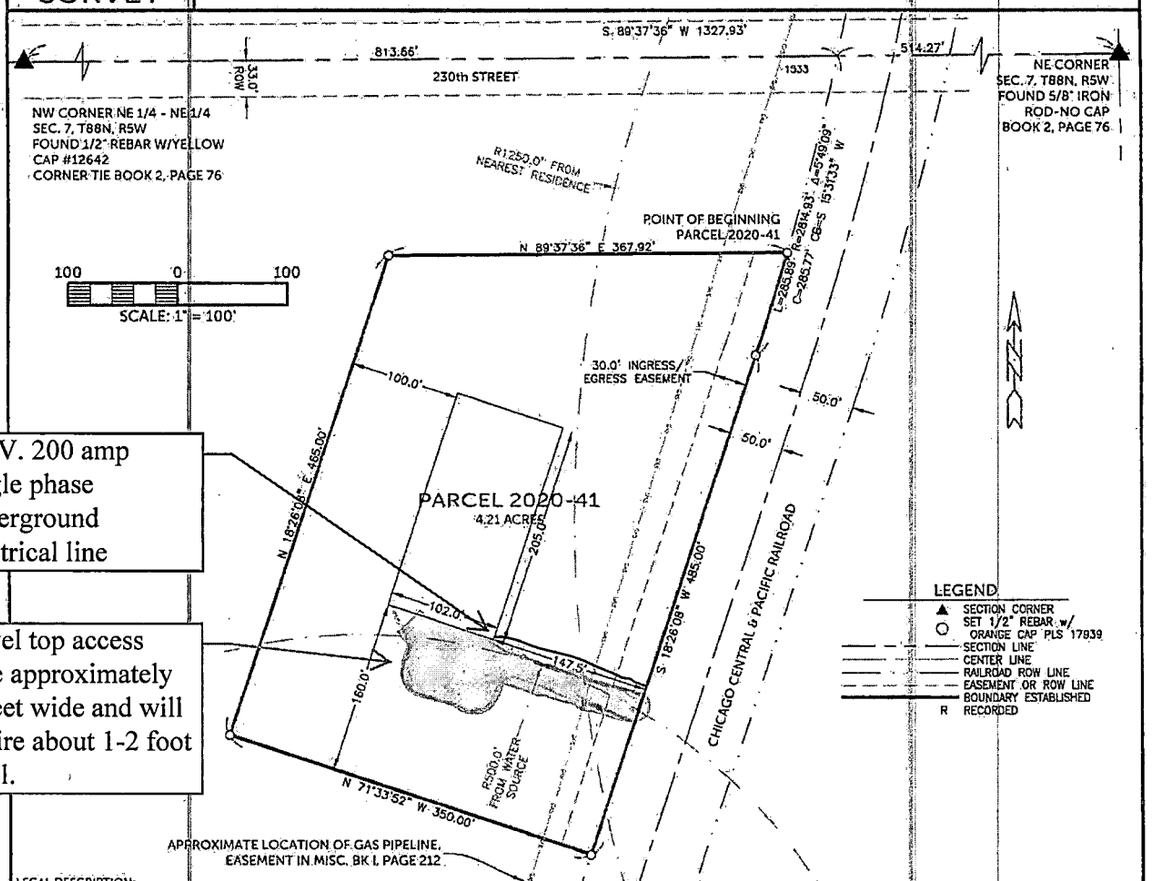
EXHIBIT A

COUNTY: DELAWARE
SECTION 7 , T.88 N, R R5
ALIQUOT PART: NE 1/4 - NE 1/4
CITY:
SURVEY: PARCEL 2020-41
BLOCK: LOTS:
PROPRIETOR: DOUGLAS R. BISHOP & DENISE L. BISHOP
REQUESTED BY: DOUGLAS R. BISHOP & DENISE L. BISHOP
SURVEYOR: RANDALL L. RATTENBORG
COMPANY: BURRINGTON, GROUP, INC. 105 W. MAIN STREET, MANCHESTER, IA 52057 INFO@BURRINGTONGROUP.COM 563-927-2434

PLAT OF SURVEY

PARCEL 2020-41

PART OF THE NE 1/4 OF THE NE 1/4 OF SECTION 7, T88N, R5W OF THE FIFTH P.M., DELAWARE COUNTY, IOWA



240V. 200 amp single phase underground electrical line

Gravel top access drive approximately 60 feet wide and will require about 1-2 foot of fill.

LEGAL DESCRIPTION:

PARCEL 2020-41, Part of the NE 1/4 of the NE 1/4 of Section Seven (7), Township Eighty-eight North (T88N), Range Five West (R5W) of the Fifth Principal Meridian, Delaware County, Iowa, containing a total of 4.21 acres, subject to easements of record, and more particularly described by metes and bounds as follows:

COMMENCING at the Northeast Corner of Section Seven (7), Township Eighty-eight North (T88N), Range Five West (R5W) of the Fifth Principal Meridian, Delaware County, Iowa; THENCE along the Northerly Line of the NE ¼ of the NE ¼ of said Section Seven (7), South 89° 37' 36" West, 514.27 feet to the Westerly right of way line of the Chicago Central and Pacific Railroad;

THENCE along the Westerly right of way line of the Chicago Central and Pacific Railroad along a circular curve concave Westerly having a radius of 2814.93 feet, having an arc length of 187.25 feet, a central angle of 03° 48' 41", a chord distance of 187.21 feet, and a chord bearing of South 14° 31' 19" West to the POINT OF BEGINNING;

THENCE continuing along the Westerly right of way line of the Chicago Central and Pacific Railroad along a circular curve concave Westerly having a radius of 2814.93 feet, having an arc length of 98.64 feet, a central angle of 02° 00' 28", a chord distance of 98.64 feet, and a chord bearing of South 17° 25' 54" West;

THENCE continuing along the Westerly right of way line of the Chicago Central and Pacific Railroad, South 18° 26' 08" West, 485.00 feet;

THENCE North 71° 33' 52" West, 350.00 feet;

THENCE North 18° 26' 06" East, 465.00 feet;

THENCE North 89° 37' 36" East, 367.92 feet to the POINT OF BEGINNING;

The Northerly Line of the NE 1/4 of the NE 1/4 of Section Seven (7), Township Eighty-eight North (T88N), Range Five West (R5W) of the Fifth Principal Meridian, Delaware County, Iowa is assumed to bear South 89° 37' 36" West.

SURVEYED ON: 03/02/2020
SURVEY REQUESTED BY: DOUGLAS R. BISHOP & DENISE L. BISHOP

LICENSED PROFESSIONAL LAND SURVEYOR
RANDALL L. RATTENBORG
17939
IOWA

SHEETS COVERED BY THIS SEAL: THIS SHEET

PROPRIETORS: DOUGLAS R. BISHOP & DENISE L. BISHOP

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

DRAFT

RANDALL L. RATTENBORG LIC. #17939 DATE
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2021

BURRINGTON GROUP, INC.
Civil Engineering | Land Surveying
105 W. Main Street Manchester, Iowa 52057 burringtongroup.com

PROJECT NO. 20-030
SCALE: 1" =100'
DATE: 03/03/2020
DRAWN BY: RLR
CHECKED BY: DM/DDK
GPS BOX: 38
SHEET 1 OF 1