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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

ENCROACHMENT AND EASEMENT AGREEMENT
Recorder's Cover Sheet

Preparer Information: Jane E. Hanson, 401 East Main Street, Manchester, IA 52057, Phone: (563) 927-5920

Taxpayer Information: B & H Pork, LLC, 1822 Hwy 38, Manchester, Iowa 52057

Return Address: B & H Pork, LLC, 1822 Hwy 38, Manchester, Iowa 52057

Grantors: Mark J. Nefzger

Grantees: B & H Pork, LLC

Legal Description: See Page 2

Document or instrument number if applicable:

ENCROACHMENT AND EASEMENT AGREEMENT

WHEREAS, Mark J. Nefzger, a single person, is the owner of the following described real estate:

> The Southeast Quarter of the Northeast Quarter Section 24, Township 89 North, Range 5 West of the 5th P.M., Delaware County, Iowa, according to plat recorded in Book 2021, Page 2505

hereinafter referred to as "Nefzger Property"; and

WHEREAS, B & H Pork, LLC, a limited liability company organized under the laws of the state of Iowa, is the owner of the following described real estate:

> The South two hundred forty-two (242) feet of the East five hundred twenty (520) feet of the North one-half (N ½) of the Northeast Quarter (NE ¼) of Section Twenty-four (24), Township Eighty-Nine (89) North, Range Five (5), West of the Fifth P.M.

hereinafter referred to as "B & H Property"; and

WHEREAS there exists an encroachment by B & H on the Nefzger Property by approximately seventy and four tenths (70.4) feet by five hundred twenty (520) feet. The parties are desirous of acknowledging the encroachment and entering into an agreement for its maintenance and use and an easement authorizing the encroachment.

For the consideration of one dollar and other good and valuable consideration, Mark J. Nefzger does hereby grant and convey to B & H Pork, LLC, and its successors in interest, an easement over the following described real estate:

> The northerly seventy and four tenths (70.4) feet of the east five hundred twenty (520) feet of the Southeast Quarter of the Northeast Quarter Section 24, Township 89 North, Range 5 West of the 5th P.M., Delaware County, Iowa which is hereinafter referred to as Easement Property, and for continued location, maintenance and use of the feed bins, LP tank and driveway area owned by B & H Pork, LLC and encroaching on Nefzger Property.

Mark J. Nefzger, as grantor, hereby covenants that he holds legal and equitable title to the above-described real estate, he has good and lawful authority to grant and convey the aforementioned easement and this easement shall be binding upon his successors in interest.

By its execution of this Encroachment and Easement Agreement, B & H, and its successors in interest, covenant and agree that it will maintain said easement area and will hold harmless the owners of the Nefzger Property from any and all liability arising out of the maintenance or use of the easement property granted herein. B & H further agrees that in the event the bins, LP tanks or driveway are destroyed or needs to be replaced that its location will be moved completely onto the B & H Property.

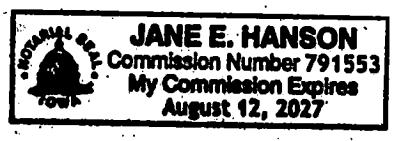
DATED this 18th day of February, 2025.

Mark J. Nefzger

By: William Ries, member, B & H Pork, LLC

STATE OF IOWA, COUNTY OF DELAWARE, ss:

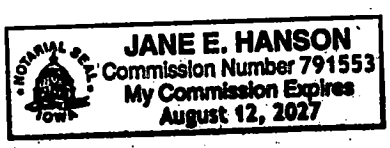
This record was acknowledged before me on this 18th day of February, 2025, by Mark J. Nefzger, a single person.



Signature of Notary Public

STATE OF IOWA, COUNTY OF DELAWARE, ss:

This record was acknowledged before me on 18th day of February, 2025, by William Ries, as member of B & H Pork, LLC, an Iowa limited liability company.



Signature of Notary Public