Recorded: 10/18/2024 at 10:11:35.0 AM

County Recording Fee: \$17.00 lowa E-Filing Fee: \$3.00 Combined Fee: \$20.00 Revenue Tax: \$0.00 Delaware County, Iowa

Daneen Schindler RECORDER

BK: 2024 PG: 2630

Prepared By and Return to: Patrick B. Dillon, 209 E 1st Street, Sumner, IA 50674 563 578-1850.

## WELL AGREEMENT

WHEREAS Jay D. and Carolyn E. Taylor (Taylor herein) the owners of the following described property:

See attachment Legal 1

Known locally as 2073 110th ST, Edgewood, Iowa 52042

WHEREAS, Midwest Pumping II, LLC, (Midwest herein) owns the property described as:

See Attachment Legal 2.

Known locally as 2075 110th ST, Edgewood, IA

WHEREAS there is a well located on the above-described property of Taylor. Taylor wishes to share and allow access to the current well located on the above-described property with the Midwest Pumping II, LLC, for incidental water use for its shop property. Taylor agrees to maintain and take financial responsibility of the well during the period of the shared well.

## IT IS HEREBY AGREED AS FOLLOWS:

- a. The well and the well system (defined as the well, the power line and water line) can be accessed at any reasonable time for repairs, inspection, and upkeep at the shared cost 50 percent per party to the agreement.
- b. Power to the well is provided from electrical service running from Taylor property and Midwest shall have no responsibility or financial requirement to power the well for any reason under any circumstances outside of a yearly \$100.00 payment to Taylor.
- c. In the event of a well failure and such repair is not reasonable or economically feasible, the agreement is extinguished, and each party shall establish a well and well system upon its own property as they may desire.
- d. If Midwest, or their successors and assigns, fail to pay any amount due under this



agreement and such failure continues for a period of thirty (30) days following receipt of written notice of default from the Taylor or their successors and assigns, by Midwest (or their mortgage lenders), and their successors and assigns, then Taylor shall have the right and option to suspend water rights service under the terms of this Agreement until such time as Midwest, or their successors and assigns have cured such default. Upon cure of default, all rights granted to Midwest and their successors and assigns under the terms of this agreement shall be reinstated in full.

e. This agreement supersedes and replaces any prior well agreement encumbering the lands described in this agreement.

This easement is granted for such time as the above conditions are met that requires its existence. The easement is considered a covenant that runs with and binds the land and the parties signing this agreement, their successors and assigns.

| the parties signing this agreement, their successors and assigns.   |
|---|
| DATED: 9/27/2024  |
| Jasop Hoefer, MGR Midwest Pumping II, LLC   |
| Carolyn E. Taylor   |
| STATE OF ) ss  Odaward COUNTY)  |
| Subscribed and sworn to me this <u>and the subscriben</u> , 2024, by Jason Hoefer, MGR for Midwest Pumping II, LLC with authority to bind the company.  Brown and for the State of Iowa |
| STATE OF  ) ss  COUNTY  BRENDA J. VORWALD  Commission Number 832559  My Commission Expires  COUNTY  |
| Subscribed and sworn to me this 27 day of Scott M BALDWIN  SCOTT M BALDWIN  Commission Number 854065 Notary in and for the State of Iowa  My Commission Expires                         |
| February 20, 2027   |

## Legal 1

Lot One (1) of Hoefer Subdivision; in the Southeast Quarter of the Southeast Quarter of Section 2, Township 90 North, Range 5 West of the 5<sup>th</sup> P.M., Delaware County, Iowa, according to plat recorded in Book 2018, Page 2286

## Legal 2

Lot Two (2) of Hoefer Subdivision; in the Southeast Quarter of the Southeast Quarter of Section 2, Township 90 North, Range 5 West of the 5<sup>th</sup> P.M., Delaware County, Iowa, according to plat recorded in Book 2018, Page 2286