

**Permission to Enter onto Property and Authorization to Drill**

This agreement to authorize and permit the Iowa Geological Survey (hereinafter "IGS"), an entity of the University of Iowa (hereinafter "UI") to drill on 3<sup>rd</sup> party land is entered into on the 6<sup>th</sup> day of December, 2022, by and between the IGS and Woodbury County Conservation (hereinafter "Land Owner") for the premises located at Midway Park, and further described and/or depicted on Exhibit A, attached to and incorporated into this agreement (hereinafter "Property"). Landowner agrees the IGS may install and maintain a monitoring well(s) on the Property at a mutually agreed-upon site. The landowner also agrees the IGS will have access to the site, as it reasonably deems necessary for water-level measurements, geophysical measurements, and/or water-quality sampling purposes during the life of this agreement.

The monitoring well will be a hole drilled into the earth according to Iowa Department of Natural Resource regulations. The hole may be cased and screened at an appropriate depth for water level measurements and/or sampling. The well wat may be sampled for multiple constituents.

Construction of the well may begin at any time after this agreement is fully executed. The well shall be constructed, installed, and properly maintained by the IGS at its own expense.

At the expiration of this Agreement, the well shall be abandoned in one of the following ways:

1. The well shall be plugged according to Iowa Department of Natural Resource regulations by the IGS at its own expense within a reasonable time after the expiration of this Agreement. The IGS, soon thereafter, shall restore the property, at its expense, as nearly as possible to the same condition as existed prior to the construction of the well, or
2. At the request of the Landowner, and if the well has been in existence for ten years or more, ownership of the well may be transferred to the Landowner under a separate transfer agreement.

This agreement shall become effective when fully executed and shall continue in force for 10 years unless terminated earlier by the IGS upon 60 days written notice. After 10 years, the Agreement remains in force until terminated by either the USGS or the Landowner upon 60 days written notice to the other party.

Both parties recognize that the IGS and UI are instrumentalities of the State of Iowa, and are self-insured. Landlord and Tenant will each keep their respective property interests in the Property and its liability in regard thereto, and the personal property on the Property, reasonably insured against hazards and casualties; that is, fire and those items usually covered by extended coverage.

The IGS and UI assume responsibility and agree to pay for any and all property losses or personal injuries arising out of the use and occupancy of the leased premises, which are incurred by reason of the negligence of the IGS and/or UI or its employees or agents to the full extent permitted by Chapter 669 Code of Iowa and pursuant to the procedures set forth therein.

Land Owner(s) represent and warrant the Property is titled in their name(s) and they are the legal and equitable owner(s) of the Property.

Don Hessel 10/13/22  
Woodbury County Conservation Board Date

[Signature] 12/06/22  
Woodbury County Board of Supervisors Date

David Kieft 11/18/2022  
David Kieft Date  
University Business Manager  
University of Iowa  
105 Jessup Hall  
Iowa City, IA 52242

Keith Schilling 11/21/22  
Keith Schilling Date  
Iowa Geological Survey  
University of Iowa  
300 Trowbridge Hall  
Iowa City, IA 52242