

PRIVATE WELL AGREEMENT

THIS PRIVATE WELL AGREEMENT is made this ____ day of _____, 20__ between the following parties:

Grantor: _____ (the "Owner")
Name

(the "Property")

Address

Agreement Holder: City of Montague, a Michigan municipal corporation (the "City")
8778 Ferry Street
Montague, MI 49437

The Owner hereby recognizes that the City in order to protect the health and safety of the public water supply, and having a public water supply provided by the City to the Property, the Owner shall not use or install a private well on the Property as a potable (drinking) water source and **shall not physically connect the private well, or any associated plumbing or fixtures, to the public water supply.**

The City is hereby granted by the Owner the right to reasonable entry and access to the Property for inspection, monitoring purposes, and for enforcement of the terms of this Agreement. In the event of willful and purposeful violation of this Agreement, the City has the right to immediately take corrective action to protect the health and safety of the public water supply and to enforce this Agreement by proceedings at law and in equity, including without limitation the right to require the permanent closure of the private well. In the event the City becomes aware of a threatened violation of the terms of this Agreement, the City shall give written notice to Owner and request that Owner take corrective action sufficient to cure the violation or prevent the threatened violation.

Owner acknowledges that City has neither possessory rights in the private well, nor any responsibility nor right to control, maintain, or to keep up the private well, other than as set forth hereinabove. Owner shall retain all responsibilities and shall bear all costs and liabilities of any nature related to the ownership of the private well.

The City will record this Agreement, and Owner will exercise its best efforts to incorporate the terms of this Agreement by reference in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property. The failure of Owner to perform any act required by this paragraph shall not impair the validity of this Agreement or limit its enforceability in any way.

Owner: _____
Signature

City: _____
City DPW Superintendent

City Clerk