

AGREEMENT FOR WELL OWNER ASSURANCE

This Agreement is entered into as of _____, 2017, between the Township of Osceola, Osceola County, Michigan (the "Township"), and Nestlé Waters North America Inc., a Delaware corporation ("NWNA").

Background

NWNA is a leading producer of bottled water and has a production well (PW-101) at its White Pine Spring site located in Section 20 of Osceola Township. NWNA conducted hydrogeologic studies beginning in 2000 in connection with the development of the White Pine site. Those scientific studies indicated that the installation and operation of the production well PW-101 would not have an adverse impact on other water wells.

PW-101 was approved in 2009 by the Michigan Department of Environmental Quality Drinking Water and Environmental Health Section for use as a water source for bottled water production. Since that time, NWNA has conducted regular hydrogeological monitoring and no adverse effects on other water wells have been reported to NWNA.

Increased withdrawal capacity is being proposed for PW-101, subject to approval by the Michigan Department of Environmental Quality. In preparation for the proposed increase in withdrawal capacity, NWNA conducted additional hydrogeologic studies to evaluate the effects of increasing the allowed pumping rate. Consistent with the historic and recent studies, and the extensive monitoring data, NWNA believes that future pumping from PW-101 at the proposed increased rates will not have an adverse effect on other water wells.

In connection with the proposed increase in the permitted pumping rate from PW-101, NWNA is voluntarily offering to undertake the commitments contained in this Agreement.

Agreement

1. This Agreement applies to water wells located within Osceola Township (Town 18 North, Range 8 West). If an owner of such a well (a "Well Owner") experiences a significant problem with his or her well, involving a loss of water supply, and believes that pumping from PW-101 is causing the problem, the Well Owner may submit the matter to the Water Committee. The Water Committee shall consist of three persons: one from or appointed by the Township, one from or appointed by NWNA, and one from or appointed by the Central Michigan District Health Department (Osceola County Office). In the event that the Central Michigan District Health Department (Osceola County Office) is unwilling or unable to assign or appoint someone to the Water Committee, the third member of the Water Committee shall be a person mutually agreed upon by the two members from or appointed by the Township and NWNA, it being the intent that the third member be an individual from a public entity with expertise in water supply wells or hydrogeology.

2. The Water Committee shall develop a protocol for receiving and evaluating matters submitted to it under this Agreement.

3. A Well Owner may obtain from the Township Supervisor a form for use in submitting to the Water Committee a matter involving loss of water supply from the Well Owner's well which the Well Owner believes is being caused by pumping from PW-101 (a "submittal form"). The Well Owner may also obtain from the Township Supervisor information as to the procedure which the Water Committee will follow in determining the condition of the Well Owner's well and the cause of any loss of water supply. A Well Owner submitting a matter to the Water Committee under this Agreement thereby agrees to cooperate with the Water Committee in investigating the matter and to make the Well Owner's well and associated equipment available for inspection by qualified persons in connection with the investigation.

4. Upon receipt of a submittal form from a Well Owner as provided in this Agreement, the Water Committee shall investigate and shall determine the condition of the well and the cause of any loss of water supply. If the Water Committee determines that pumping from PW-101 is having a significant adverse effect on the Well Owner's well, causing a loss of water supply, NWNA agrees (a) to modify the Well Owner's existing well or drill, equip, test and hook up a replacement well, and (b) to pay all reasonable and customary costs of modifying the existing well or drilling, equipping, testing and connecting the replacement well, as applicable. If a replacement well is required, it shall be designed and installed to comply with the applicable rules of the State of Michigan and the Central Michigan District Health Department. Any modifications to an existing well or drilling of a new well shall be performed by a licensed water well driller.

5. If the Water Committee determines that pumping from PW-101 is not having a significant adverse effect on the Well Owner's well, causing a loss of water supply, the Well Owner will be responsible for the expense incurred to inspect the condition of the Well Owner's well and the associated equipment.

6. In the event that an existing well is modified or a new well is installed at NWNA's expense pursuant to this Agreement, NWNA shall have the right to monitor the well for up to 36 months following completion of the modification or installation.

7. Notwithstanding any other provision of this Agreement, it is agreed that this Agreement shall not apply to any well located on property owned or controlled by NWNA.

In Witness Whereof, this Agreement has been executed by the parties on the respective dates indicated below.

NESTLÉ WATERS NORTH AMERICA INC.

By _____
Its Authorized Agent

Date: _____

TOWNSHIP OF OSCEOLA

By _____
Its Supervisor

By _____
Its Clerk

Date: _____