

RESTRICTIVE COVENANT AGREEMENT

This RESTRICTIVE COVENANT AGREEMENT (this "Agreement") is made and entered into as of _____, 202_ (the "Effective Date"), by and between _____, a Michigan __[limited liability company/etc.]__ with an address at _____, _____, MI 4____ (hereinafter, "____[Grantor]____"), and the _____, a Michigan non-profit corporation, with an address of _____, _____ Street, _____, MI 4____ (the "Organization" or "Grantee"). The Grantor and Grantee may be referred to as a "Party" or collectively as the "Parties" at various times throughout this Agreement.

Recitals

A. Grantor has transferred and conveyed its right, title and interest in the real property located in _____ County (the "County") and further described on Exhibit A attached hereto (the "Property"), to the Organization, pursuant to that certain _____ Agreement dated _____, 202_ (the "_____ Agreement").

B. The conveyance of Grantor's right, title and interest in the Property to the Grantee pursuant to the aforementioned _____ Agreement shall be conditioned upon and subject to the Grantee's agreement to accept and abide by certain Restrictions (as defined below) and those other agreements, restrictions and obligations set forth in this Agreement, in perpetuity, each of which shall run with the land.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Use Restrictions. Grantee covenants and agrees that the Property shall be __[developed, restored, preserved, operated, managed, used, maintained]__ at the Grantee's sole cost and expense, as an ____[outdoor recreation]____ area open to the public, and shall do so in a manner reasonably suited to protect the Property's ____[recreational character]____ (hereinafter, the "Required Use") in accordance with the plan(s) dated _____, 202_, along with any amendment(s) and/or addenda thereto mutually agreed upon by parties (collectively, the "Plans") (collectively, the "Use Restrictions"). Any such amendment(s) or addendum(a) shall remain within the scope and character of what is contemplated by this Agreement and the _____ Agreement, such that all of the Use Restrictions shall continue in perpetuity.

- a. Notwithstanding the foregoing, a portion of the Property may be used for certain commercial uses compatible with the Required Use and which do not otherwise interfere with the Required Use, including, but not limited to, food and beverage service, hosting activities and events as permitted by applicable law, and the construction and operation of an office to be used by the Organization and/or educational facility related to such Required Use.

2. Transfer Restriction. The Grantee shall not sell, convey, transfer or assign (each, a "Transfer") all or any portion of the Property, or any of its interest therein, to any third-party (the "Transfer Restriction"), which Transfer Restriction shall continue in perpetuity, provided, however, the Grantee shall be permitted, upon not less than sixty (60) days' prior written notice to Grantor, to Transfer the Property, or any portion thereof, or any interest therein, to another organization that has 501(c)(3) tax-exempt status or to a government entity that, in either case, is capable of, and has the operational expertise and financial ability to, in the Grantee's reasonable, good faith judgment, preserve, manage, operate and maintain the Property, or that portion thereof so Transferred, in a manner consistent with the Required Use and this Agreement, and which has agreed in writing to comply therewith (a "Permitted Transferee").

3. Restrictions run with Land. The Restrictions and any other covenants, obligations and agreements imposed by this Agreement shall burden the Property, and the Property shall be held, transferred, sold and conveyed subject to the same, whether or not reference is made to this Agreement in the related conveyance document. The restrictions imposed by this Agreement shall run with the land and be binding on all successor owners and other parties having any interest in the Property, whether or not so stated in any conveyance document. This Agreement shall be recorded in the Office of the Register of Deeds of _____ County, and shall constitute a covenant running with the land.

4. Enforcement. This Agreement may be enforced by Grantor by legal or equitable means, including, but not limited to, injunctive relief, it being specifically recognized that damages will not be an adequate remedy to compensate for a violation of this Agreement, which may result in immediate irreparable harm to Grantor.

5. Waiver. No waiver by Grantor of any of the terms or conditions of this Agreement or any of its rights under this Agreement shall be effective unless such waiver is in writing and signed by a duly authorized officer or staff member of Grantor. No delay in enforcement of any provision or right contained in this Agreement by Grantor shall constitute a waiver of such provision or right. No waiver of any breach of any covenant or provision shall be deemed a waiver of any preceding or succeeding breach of that or any other covenant or provision. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

6. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the respective successors and assigns of Grantor and Grantee.

7. Attorneys' Fees. If either party becomes involved in litigation, arbitration, reference to a retired judge or other neutral referee, or other legal process arising out of this Agreement, the court in the litigation or arbitrator, retired judge or other referee in the arbitration

or reference, or neutral party in such other legal process, shall award legal expenses (including, but not limited to reasonable attorneys' fees and court costs) to the prevailing party. The award for legal expenses shall not be computed in accordance with any schedule, but shall be as necessary to fully reimburse all reasonable attorneys' fees and other legal expenses actually incurred in good faith, regardless of the size of the judgment, it being the express intention of the parties to fully compensate the prevailing party for all the reasonable attorneys' fees and other legal expenses paid or incurred by it in good faith in connection therewith.

8. Notices. All notices and demands given under the terms of Agreement shall be in writing and may be effected by personal delivery, including by any commercial courier or overnight delivery service, or by United States registered or certified mail, return receipt requested, with all postage and fees fully prepaid. Notices shall be effective upon receipt by the party being given notice, as indicated by the return receipt if mailed; except that if a party has relocated without providing the other party with its new address for service of notices, or if a party refuses delivery of a notice upon its tender, the notice shall be effective upon the attempt to serve the notice at the last address given for service of notices upon that party. Alternatively, notices may be served by e-mail transmission, in which case service shall be deemed effective only upon receipt, provided e-mail notices given after 6:00 p.m. Eastern Time on a business day shall be deemed given on the next business day. Notices shall be addressed as provided below. Any address for service of notice on either party may be changed by that party serving a notice upon the other of the new address.

To GRANTOR:

_____, MI 4_____
Attention: _____
E-Mail: _____

To The GRANTEE:

_____, MI 4_____
Attention: _____
E-Mail: _____

9. Governing Law. This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Michigan. Each party agrees to submit to the jurisdiction of the courts of Michigan's _____ Judicial Circuit as may be necessary to effectuate the terms of this Agreement, and that proper venue in any matter so litigated shall be in the County.

10. Partial Invalidity. If any term or provision of this Agreement, or its application to any person or circumstance, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of the term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

11. Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

[Signatures appear on following page]

IN WITNESS WHEREOF, this Amendment has been duly executed by the parties hereto as of the day and year first above written.

GRANTOR

By: _____
Its: _____

STATE OF _____)
COUNTY OF _____) ss.

Sworn before me on this ____ day of _____, 202_, by
_____, the _____ of _____, a [Michigan]_____,
on behalf and as the _____ of said entity as the duly authorized act and deed of such
entity and in the capacity therein expressed.

_____, Notary Public
_____, County, Michigan
My Commission Expires: _____
Acting in _____ County, Michigan

GRANTEE

By: _____
Its: _____

STATE OF _____)
COUNTY OF _____) ss.

Sworn before me on this ____ day of _____, 202_, by
_____, the _____ of _____, a [Michigan]_____,
on behalf and as the _____ of said entity as the duly authorized act and deed of such
entity and in the capacity therein expressed.

_____, Notary Public
County, Michigan
My Commission Expires: _____
Acting in _____ County, Michigan

PREPARED BY AND WHEN RECORDED
RETURN TO:

Exhibit A
Property Legal Description

[Insert Legal Description of Property Encumbered by Deed Restriction(s)]