

## **REAL ESTATE PURCHASE AGREEMENT**

This Real Estate Purchase Agreement (Agreement) is made on \_\_\_\_\_, 2021 (the “Effective Date”), between Keweenaw County, a Michigan municipal corporation, whose principal business address is 5095 4<sup>th</sup> Street, Eagle River, MI 49950 (the “County”) and Keweenaw Resort, LLC, a Michigan limited liability company, whose registered mailing address is 2203 Lorraine Ave, Kalamazoo, MI 49008 (“Keweenaw Resort”).

The Copper Harbor Trails Society, Inc., a Michigan non-profit corporation, a.k.a. the Copper Harbor Trails Club (“CHTC”), whose registered mailing address is PO Box 37, Copper Harbor, MI 49918, is also a party to this Agreement for the sole purpose of agreeing to accept the Trail Easement referred to in this Agreement. Keweenaw Community Forest Company, d/b/a Keweenaw Outdoor Recreation Coalition (“KORC”), a Michigan non-profit corporation whose registered mailing address is P.O. Box 300, Mohawk, MI 49950, is also a party to this Agreement for the purpose of agreeing to accept the Conservation Easement referred to in this Agreement and the additional provisions laid out in paragraph D of the Recitals in this Agreement.

### **Recitals**

This Agreement is made with reference to the following facts and circumstances:

- A. The County owns two parcels of real estate located in Grant Township and Eagle Harbor Township, Keweenaw County, Michigan as described on Exhibit 1 to this Agreement (the “Real Estate”).
- B. The Real Estate is subject to a 1946 deed restriction enforceable by the Michigan Department of Natural Resources (the “DNR”) that requires that the Real Estate be used “solely for public purposes,” and if not used for such purposes, that the Real Estate will revert to the State of Michigan.
- C. While the 1946 deed restriction appears to be a use restriction and not an ownership restriction, Keweenaw Resort is concerned that if the Real Estate is sold with the deed restriction in place, the Real Estate might be subject to reversion to the State of Michigan, notwithstanding Keweenaw Resort’s willingness to take title to the Real Estate subject to certain use restrictions intended to preserve conservation and provide for public access, as are detailed in the attached conservation and trails easement documents.
- D. The County and Keweenaw Resort have therefore agreed to seek cancellation of the 1946 deed restriction and associated reverter by the DNR in exchange for Keweenaw Resort conveying a perpetual conservation easement on the Real Estate to KORC at

Closing in the form shown in Exhibit 2 to this Agreement (the “Conservation Easement”). The Conservation Easement places certain restrictions on the entirety of the Real Estate, and additional restrictions on the majority of the Real Estate, which is identified in the Conservation Easement as the “Conservation Easement Area.” The areas which are not subject to those additional restrictions (and which are not part of the Conservation Easement Area) are referred to in the Conservation Easement as the “East Development Envelope” and the “West Development Envelope” (collectively, the “Development Envelopes”). KORC and Keweenaw Resort have agreed to the following terms concerning the Development Envelopes and concerning an access easement from Golf Course Road, a public road, to the Conservation Easement Area east of the East Development Envelope:

- i. Following the appraisal described below and provided that Keweenaw Resort elects to purchase the Real Estate, KORC and Keweenaw Resort shall retain a mutually agreed upon licensed surveyor to mark the boundaries of the Development Envelopes and to prepare a legal description and survey drawing of the Development Envelopes and of the existing trail running from the easterly right of way line of Golf Course Road to the portion of the Conservation Easement Area lying east of the East Development Envelope.
- ii. KORC shall cover eighty percent of the total cost of the survey work; Keweenaw Resort shall cover twenty percent of the total cost.
- iii. KORC and Keweenaw Resort shall execute and record the Conservation Easement at the time of the Closing of this Agreement. If the survey has not yet been completed, the Conservation Easement shall be recorded in the form found in Exhibit 2 to this Agreement, and the parties shall execute and record an amended Conservation Easement that utilizes the survey drawing and surveyor-generated legal description when the survey work has been completed. If the survey has been completed at the time of the Closing of this Agreement, KORC and Keweenaw Resort agree to amend the Conservation Easement to describe the Development Envelopes and access easement using the legal description provided by the surveyor (and to attach a copy of the survey as an exhibit) before executing and recording the Conservation Easement.

KORC is joining this Agreement solely to show its agreement to accepting the Conservation Easement and the terms contained in this subparagraph D.

- E. CHTC has constructed a series of non-motorized, recreational trails on the Real Estate and elsewhere that are open to the public and that produce a substantial economic benefit to the local community (the “Trails System”).
- F. The County and Keweenaw Resort have therefore further agreed that Keweenaw Resort and the County will convey a perpetual easement for the Trails System to CHTC at Closing in the form shown in Exhibit 3 to this Agreement (the “Trail

Easement”). The Trail Easement will encompass the existing trails on the Real Estate as described in the Trails Easement as well as trail easements that were reserved to the County in connection with a prior sale of real estate to Keweenaw Resort, as said easements are described in the warranty deed recorded on September 5, 2018, Instrument No. 20180573, Keweenaw County records. CHTC is joining in this Agreement solely to show its agreement to accepting the Trail Easement. In exchange for Keweenaw Resort’s conveyance of the Trail Easement, the County agrees to terminate its easement interest in the trails easements reserved to the County as described in the warranty deed recorded in the warranty deed recorded on September 5, 2018, Instrument No. 20180573, Keweenaw County Register of Deeds, as part of this Agreement.

### **Agreement of the Parties**

**1. Sale of Real Estate.** At Closing, the County shall convey the Real Estate together with all improvements and appurtenances to Keweenaw Resort by warranty deed, along with a recordable document relinquishing the 1946 deed restriction and associated reverter executed by the DNR, as described in paragraph 4 of this Agreement. The County shall also convey a recordable document terminating its interest in the trails easements reserved to the County as described in the warranty deed recorded in the warranty deed recorded on September 5, 2018, Instrument No. 20180573, Keweenaw County Register of Deeds. The conveyance shall be subject to the Conservation Easement, the Trail Easement, and all other easements of record; the existing reservations, easements, and rights-of-way for US Highway 41 and Brockway Mountain Drive; all exceptions (including mineral), reservations, reverters, restrictions, and conditions contained in all prior conveyances of record and all other instruments of record; the Keweenaw County and Eagle Harbor Township Zoning Ordinances; and all other applicable federal, state, county and township laws, regulations, and ordinances. The warranty Deed will give Keweenaw Resort the right to make one division under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967, as is described in the Conservation Easement, and will prohibit transfer of the Development Envelopes to any person or entity that is exempt from real estate property taxation under the General Property Tax Act or successor statutes.

**2. Purchase Price.** The purchase price of the Real Estate will be based on an appraisal performed by Daniel Schummer, certified appraiser, of Compass Land Consultants, Inc.. The appraised value will assume that the 1946 deed restriction and associated reverter will be relinquished by the DNR and that the Real Estate will be conveyed to Keweenaw Resort subject to the Conservation Easement and the Trail Easement. The purchase price for the Real Estate will be the appraised value of the Real Estate, less the cost of the appraisal, with the cost of the appraisal not to exceed \$10,000.00 (the “Purchase Price”).

**3. Keweenaw Resort Option to Terminate Agreement After Appraisal.** After the appraisal is complete, Keweenaw Resort will have the options of purchasing the Real Estate for the Purchase Price in accordance with this Agreement or terminating this

Agreement. Keweenaw Resort shall give County written notice of whether it is opting to purchase the Real Estate or terminate the Agreement within ten (10) calendar days of receipt of a copy of the final appraisal. If Keweenaw Resort elects to terminate this Agreement, this Agreement shall be null, void, and of no further force or effect, except for the potential reimbursement of Keweenaw Resort referenced within this paragraph 3. Keweenaw Resort shall bear the cost of the appraisal if it opts to terminate this Agreement; however, if the County subsequently uses the appraisal as a basis for a sale of the Real Estate to another party, the County will reimburse Keweenaw Resort for the cost of the appraisal.

**4. County to Apply for Cancellation of 1946 Deed Restriction.** Following the execution of this Agreement, the County will apply to the DNR to cancel the 1946 deed restriction and associated reverter on the Property. In connection with the application, the County will make the DNR aware that the Conservation Easement and Trail Easement will be conveyed at Closing, and for that reason, Keweenaw Resort acknowledges and agrees that all or any portion of this Agreement may be transmitted to the DNR as part of the application or during the application review process. The County agrees that it will diligently pursue the application and will use its best efforts to obtain DNR approval of the application. The County further agrees that it will notify Keweenaw Resort of the DNR's approval or denial of the application with ten (10) calendar days of the County's receipt of notice of approval or denial. The County and Keweenaw Resort agree that evidence, in the form of a recordable document, of the DNR's agreement to relinquish the 1946 deed restriction and associated reverter to the State of Michigan, shall be required for Closing under this Agreement.

**5. Agreement Terminated if DNR Denies the Application to Cancel the 1946 Deed Restriction.** If the DNR denies the application to cancel the 1946 deed restriction or fails to execute a recordable document relinquishing the deed restriction and associated reverter, this Agreement shall be null, void, and of no further force or effect, except for the potential reimbursement of Keweenaw Resort referenced within this paragraph 5. Keweenaw Resort shall bear the cost of the appraisal if the DNR denies the application to cancel the 1946 deed restriction; however, if the County subsequently uses the appraisal as a basis for a sale of the Real Estate to another party, the County will reimburse Keweenaw Resort for the cost of the appraisal.

**6. Terms of Payment; Financing Contingency.** Keweenaw Resort shall pay the Purchase Price to the County at Closing by wire transfer, certified check, cashiers check, or other immediately available funds. No earnest money deposit shall be required. This Agreement is contingent on Keweenaw Resort's ability to obtain a mortgage loan for the Purchase Price on terms acceptable to Keweenaw Resort, in its sole discretion, within 90 days of execution of this Agreement. Should Keweenaw Resort not obtain a mortgage loan on terms that it deems acceptable, the Agreement shall terminate and be of no further force or effect, except for the potential reimbursement of Keweenaw Resort as referred to in paragraphs 3 and 5 of this Agreement. In the event of such termination, Keweenaw Resort agrees to reimburse the County for all fees and costs, including

reasonable legal fees, incurred in applying to the DNR to cancel the 1946 deed restriction and associated reverter described in paragraph 4 of this Agreement. Keweenaw Resort will not be responsible for such reimbursement if this Agreement terminates pursuant to paragraphs 3 or 5 of this Agreement.

**7. Real Estate Tax.** The Real Estate has not been subject to real estate tax during the time it has been owned by the County. Future real estate taxes and assessments on the Real Estate shall be paid by Keweenaw Resort as such become due and payable.

**8. Title to Real Estate.** At Closing, title to the Real Estate shall be conveyed by warranty deed subject to the limitations set forth in Section 1 of this Agreement and any conditions that an accurate survey would disclose.

**9. Evidence of Title.** As evidence of marketable title, the County shall furnish to Keweenaw Resort as soon as possible after Keweenaw Resort's election to purchase at the Purchase Price as determined by the appraisal, but no later than thirty (30) days after that election is made, a commitment for a title insurance policy in an amount not less than the Purchase Price. On receipt of evidence of marketable title, Keweenaw Resort shall have ten (10) days to object to title. If objection to title is made based on a written opinion of Keweenaw Resort's attorney that the County does not have good and marketable title to the Real Estate, the County shall have thirty (30) days from the date the County is notified in writing of the particular defects claimed to exercise one of the following options, in the County's sole discretion: (1) remedy the title; or (2) terminate this Agreement. If the County remedies title to Keweenaw Resort's satisfaction within the time specified, Keweenaw Resort's title objection shall be of no force or effect. If the County does not remedy title to Keweenaw Resort's satisfaction within the time specified, Keweenaw Resort shall have the option, in its sole discretion, to: (1) proceed with the purchase under the Agreement subject to the County obtaining title insurance insuring the defect; or (2) terminate the Agreement.

**10. Representations, Covenants, and Warranties of the County.** The County represents, covenants, and warrants the following to be true, which representations, covenants, and warranties shall survive the Closing:

**10.1 Status of the County.** Keweenaw County is a Michigan municipal corporation duly organized, validly existing, and in good standing under the Constitution of the State of Michigan and the laws of the State of Michigan, and, further, is properly authorized, according to statute and an adopted resolution of its Board of Commissioners to enter into and carry out the transactions contemplated by this Agreement.

**10.2 Authority.** When executed, this Agreement and all instruments necessary to carry out the transactions contemplated by this Agreement will be legal, valid, and binding obligations of the County.

**10.3 Status of Title to the Real Estate.** The Real Estate is not subject to any mortgage, pledge, lien, encumbrance, security interest, or charge, except as set forth in Section 1 of this Agreement.

**10.4 Litigation or Insolvency Proceedings.** There are no actions, suits, claims, investigations, or legal, administrative, or arbitration proceedings pending or, to the best of the County's knowledge, threatened or likely to be asserted by or against County which relate to the Real Estate, this Agreement, or the transactions contemplated by this Agreement. Further, the County is not involved in any proceeding by or against the County in any court under the Bankruptcy Code or any other insolvency or debtor's relief act, whether state or federal, or for the appointment of a trustee, receiver, liquidator, assignee, or other similar official.

**10.5 Environmental Matters.** There are no presently pending or threatened administrative or enforcement actions, investigations, compliance orders, claims, demands, actions, or litigation based on environmental laws or regulations or otherwise related to the presence of Hazardous Material, in, on, or under the Real Estate. County makes no other environmental representations or warranties. For purposes of this Section 10.5, the term "Hazardous Material" shall mean any toxic or hazardous waste or substance (including, without limitation, asbestos and petroleum products) regulated by applicable local, state, or federal environmental laws or regulations.

**10.6 Broker's or Finder's Fees.** No agent, broker, investment banker, person, or firm acting on behalf of the County is or will be entitled to any broker's or finder's fees or any other commission or similar fee directly or indirectly from the County in connection with the sale of the Real Estate contemplated by this Agreement.

**10.7 No Violation or Breach.** The performance of this Agreement will not be in violation of any laws, statutes, local ordinances, state or federal regulations, court or administrative order, or ruling, nor is the performance of this Agreement in violation of any loan document's conditions or restrictions in effect for financing, whether secured or unsecured.

**10.8 Mechanic's Liens.** The County has not been served with any notice of intent to claim a mechanic's lien on the Real Estate and states that all parties who have furnished labor or materials on or at the Real Estate within the last 90 days whether for repair, improvement, or otherwise have been fully compensated. Further, County has neither contracted for nor is liable for obligations related to repairs, services, and other items concerning the Real Estate.

**10.9 Reliance.** The foregoing representations and warranties are made by the County with the knowledge and expectation that Keweenaw Resort is placing complete reliance on them.

EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 9, KEWEENAW COUNTY MAKES NO WARRANTY WHATSOEVER REGARDING THE REAL ESTATE, INCLUDING ANY WARRANTY OF MERCHANTABILITY; OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. BUYER ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY REPRESENTATION OR WARRANTY MADE BY KEWEENAW COUNTY, OR ANY OTHER PERSON ON KEWEENAW COUNTY'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION 10 OF THIS AGREEMENT.

**11. Representations, Covenants, and Warranties of Keweenaw Resort.** Keweenaw Resort represents, covenants, and warrants the following to be true, which representations, covenants and warranties shall survive the Closing:

**11.1 Status of Keweenaw Resort.** Keweenaw Resort is a limited liability company duly-organized, validly existing, and in good standing under the laws of the State of Michigan, and further, is properly authorized to enter into and carry out the transactions contemplated by this Agreement.

**11.2 Authority.** When executed, this Agreement and all related documents will be legal, valid, and binding obligations of Keweenaw Resort.

**11.3 Awareness of Keweenaw Resort.** Keweenaw Resort acknowledges that it has been furnished the information that it considers necessary or advisable to enable Keweenaw Resort to form a decision concerning the purchase of the Real Estate; Keweenaw Resort has had an opportunity to examine the Real Estate and agrees to accept the same "as is"; and Keweenaw Resort has, either individually or through agents or employees of Keweenaw Resort, sufficient knowledge, expertise, and financial capacity to evaluate the merits and risks of the purchase of the Real Estate.

**11.4 Litigation.** There are no actions, suits, or proceedings pending, or to Keweenaw Resort's knowledge, threatened or likely to be asserted, against the Keweenaw Resort, before any court, administrative agency, or other body, and no judgment, order, writ, injunction, decree, or other similar command of any court or governmental agency has been entered against or served on Keweenaw Resort relating to this Agreement and/or the transactions contemplated by this Agreement.

**11.5 Insolvency Proceedings.** Keweenaw Resort is not involved in any proceeding by or against Keweenaw Resort in any court under the Bankruptcy Code or any other insolvency or debtor's relief act, whether state or federal, or for the appointment of a trustee, receiver, liquidator, assignee, or other similar official.

**11.6 Broker's or Finder's Fees.** No agent, broker, investment banker, person, or firm acting on behalf of Keweenaw Resort is or will be entitled to any broker's or finder's fees or any other commission or similar fee directly or indirectly from the County in connection with the sale of the Real Estate contemplated by this Agreement.

**11.7 Reliance.** The foregoing representations and warranties are made by Keweenaw Resort with the knowledge and expectation that County is placing complete reliance on them.

**12. County's Right to Cancel.** The County may cancel this Agreement at any time prior to Closing if it determines, in its reasonable discretion, that Keweenaw Resort, or its sole member, John Mueller, has committed or participated in any act, situation, or occurrence, which, in County's judgment, brings or may bring the County into public disrepute, contempt, scandal, or ridicule or that any person associated with Keweenaw Resort has engaged in conduct offending prevailing social mores and values and/or reflecting unfavorably upon the County's reputation and overall mission and objectives, including but not limited to, acts of dishonesty, misrepresentation, fraud, or violence that may or may not rise to level of warranting criminal prosecution by the relevant authorities.

**13. Possession.** Keweenaw Resort shall receive possession of the Real Estate following the Closing.

**14. Notices.** All notices, requests, demands, waivers, consents, and other communications required or permitted by this Agreement shall be in writing and shall be deemed given to the County or to Keweenaw Resort when (a) delivered to the appropriate address by hand or by nationally recognized overnight courier service (with costs prepaid), (b) sent by facsimile or e-mail with confirmation of transmission by the transmitting equipment, or (c) received or rejected by the addressee, if sent by certified mail, return receipt requested, in each case to the following addresses, facsimile numbers, or e-mail addresses and marked to the attention of the person (by name or title) designated below (or to such other address, facsimile number, e-mail address, or person that a party may designate by notice to the other Parties):

**County:** Keweenaw County, Michigan  
Attention: Julie Carlson, County Clerk  
5095 4<sup>th</sup> Street  
Eagle River, MI 49950  
Fax No: (906) 337-2253  
E-mail address:

with a copy to:  
Charles W. Miller, Keweenaw County Prosecuting Attorney  
5095 4<sup>th</sup> Street  
Eagle River, MI 49950  
Fax No: (919) 869-1911



E-mail address: [prosecutor@keweenawprosecutor.com](mailto:prosecutor@keweenawprosecutor.com)

**Keweenaw Resort:** Keweenaw Resort, LLC  
Attention: John Mueller, President  
2203 Lorraine Ave  
Kalamazoo, MI 49008  
E-mail address: [john@keweenawresort.com](mailto:john@keweenawresort.com)

with a copy to:

Molly P. Ombrello, Attorney for Keweenaw Resort  
McDonald & Wolf, PLLC  
115 S. Lakeshore Blvd. Ste. A  
Marquette, MI 49855  
Email address: [mpombrello@mcdonaldwolf.com](mailto:mpombrello@mcdonaldwolf.com)

**15. Indemnification by County.** The County shall defend, indemnify, and hold harmless Keweenaw Resort and Keweenaw Resort's agents, attorneys, employees, heirs, representatives, successors, and assigns from and against any and all costs, losses, claims, liabilities, fines, expenses, penalties, and damages (including reasonable legal fees), contingent, known, or unknown, whether accrued, absolute or otherwise, arising from any inaccuracy in any representation or breach of any warranty of the County contained in this Agreement; and any failure by the County to perform or observe in full, or to have performed or observed in full, any covenant, agreement, or condition to be performed or observed by the County under this Agreement.

**16. Indemnification by Keweenaw Resort.** Keweenaw Resort shall defend, indemnify, and hold harmless the County and the County's agents, attorneys, employees, heirs, representatives, successors, and assigns from and against any and all costs, losses, claims, liabilities, fines, expenses, penalties, and damages (including reasonable legal fees), contingent, known, or unknown, whether accrued, absolute or otherwise, arising from any inaccuracy in any representation or breach of any warranty of Keweenaw Resort contained in this Agreement; and any failure by Keweenaw Resort to perform or observe in full, or to have performed or observed in full, any covenant, agreement, or condition to be performed or observed by Keweenaw Resort under this Agreement.

**17. Casualty and Condemnation.** In the event any of the Real Estate is materially damaged by casualty or a material portion of the Real Estate is taken or subject to pending or threatened condemnation prior to the Closing, the County may elect to receive all casualty monies or condemnation proceeds, in which event, this Agreement shall be null and void. Should the County elect not to receive the casualty monies or condemnation proceeds, the Keweenaw Resort may, at its option (i) purchase the Real Estate and the County shall transfer at Closing all insurance or condemnation proceeds received (together with an assignment of the right to receive any proceeds not yet paid) to Keweenaw Resort, or (ii) elect not to purchase the Real Estate in which event this Agreement shall be null and void and of no further force or effect, except for the potential

reimbursement of Keweenaw Resort as referred to in paragraphs 3 and 5 of this Agreement.

**18. Closing.** Closing shall be held at the offices of the title company issuing the title commitment or at such other location as may be agreed to by the parties not later than fifteen (15) calendar days after receipt of notice from the DNR that it has agreed to cancel the 1946 deed restriction or on an earlier date if the County and Keweenaw Resort shall mutually agree (the “Closing”).

There will be no allocation of real estate taxes as the Real Estate has not been subject to real estate tax during its ownership by the County.

Keweenaw Resort shall pay the costs of recording the warranty deed, any commissions or other amounts owed to any parties or persons that represented Keweenaw Resort in connection with the acquisition of the Real Estate, and the premium for any policy of title insurance Keweenaw Resort wishes to obtain in connection with the purchase of the Real Estate.

Keweenaw Resort and the County shall share equally the charges of the title company for conducting the Closing. Keweenaw Resort and the County shall each pay their own attorney fees that they have incurred in connection with the purchase and sale of the Real Estate.

**19. Miscellaneous.**

**19.1 Amendment.** This Agreement shall not be amended, altered, or terminated except by a written instrument signed by both parties.

**19.2 Choice of Law.** This Agreement shall be governed in all respects by the laws of the State of Michigan. Venue for any lawsuit filed in connection with this Agreement shall only be proper in the Circuit Court for Keweenaw County in Keweenaw County, Michigan or the U.S. District Court for the Western District of Michigan in Marquette, Michigan.

**19.3 Entire Agreement.** This Agreement sets forth the entire understanding of the parties. This Agreement shall supersede and replace any oral or written statements or agreements relating to the subject matter of this Agreement.

**19.4 Waiver.** The waiver by either party of any breach or breaches of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach of any provision of this Agreement.

**19.5 Binding Effect.** This Agreement, inclusive of its terms and provisions, shall survive the Closing and shall be binding on and inure to the benefit of, and be enforceable by, the respective heirs, legal representatives, successors, and assigns of the parties.

**19.6 Construction of Agreement.** Both parties and their respective legal counsel have reviewed and revised this Agreement and have had equal opportunity for input into this Agreement. Neither party nor their respective legal counsel shall be construed to be the drafter or primary drafter of this Agreement. In the event of any dispute regarding the construction of this Agreement or any of its provisions, ambiguities or questions of interpretation shall not be construed more in favor of one party than the other; rather, questions of interpretation shall be construed equally as to each party.

**19.7 Counterpart Execution; Facsimile Execution.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all counterparts, when taken together, will constitute one and the same Agreement. The parties agree that signatures on this Agreement may be signed and delivered by facsimile or by electronic transmission, and the parties agree to treat facsimile or electronic signatures as original signatures which may be relied on to the same extent as the originals with the same binding legal effect as an original executed counterpart of this Agreement.

**19.8. Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the County, Keweenaw Resort, and their respective successors and assigns.

**19.9 Assignment by Keweenaw Resort.** Keweenaw Resort may assign its rights and delegate its liabilities and duties under this Agreement to an entity of Keweenaw Resort's choosing, so long as John Mueller, sole member of Keweenaw Resort, is the sole member or shareholder of the entity to which the rights and duties of Keweenaw Resort are assigned and delegated.

The Parties have executed this Agreement on the following dates to be effective as of the Effective Date:

[Signatures on Following Page]

Dated: \_\_\_\_\_, 2021

**KEWEENAW COUNTY**  
a Michigan Municipal Corporation

By: /s/\_\_\_\_\_  
Donald Piche, Chairman  
Keweenaw County Board of Commissioners

Dated: \_\_\_\_\_, 2021

**KEWEENAW RESORT, LLC**  
a Michigan limited liability company

By: /s/\_\_\_\_\_  
John Mueller, President

Dated: \_\_\_\_\_, 2021

**COPPER HARBOR TRAILS SOCIETY, INC.**  
a Michigan non-profit corporation

By: /s/\_\_\_\_\_  
Ben Ciavola, President

Dated: \_\_\_\_\_, 2021

**KEWEENAW COMMUNITY FOREST  
COMPANY**

a Michigan non-profit corporation  
By: /s/\_\_\_\_\_  
Gina Nicholas, President

**Exhibit 1**  
**Description of the Real Estate**

**PARCEL NO. 1**

Land in Grant Township, Keweenaw County, Michigan described as follows:

The Southwest quarter of Section 31, Township 59 North, Range 28 West, subject to an easement for a highway right of way to Board of Commissioners of Keweenaw County and also subject to an easement for a highway right of way described as a strip of land 400 feet wide lying 200 feet each side of and adjacent to the center line of US Hwy 41, as now established, over the South half of the Southwest quarter, except for that portion of the parcel shown as “Proposed Parcel A” on Sheet #1 of a Certificate of Survey recorded in the records of the Keweenaw County Register of Deeds on July 14, 2017, Instrument No. 20170422, as amended by a Scrivener’s Affidavit filed on August 23, 2017, Instrument No. 20170502, that lies within said Southwest quarter of Section 31; and

That portion of the parcel of property shown as “Remaining Parent Parcel #2” on said Certificate of Survey that lies within the Southeast quarter of Section 31, Township 59 North, Range 28 West.

Parcel No. 310-31-300-001

**PARCEL NO. 2**

Land in Eagle Harbor Township, Keweenaw County, Michigan described as follows:

Southeast quarter of Section 36, Township 59 North, Range 29 West, subject to an easement for a highway right of way to Board of Commissioners of Keweenaw County.

Parcel No. 205-36-400-000

**Exhibit 2**  
**Conservation Easement**

**Exhibit 3**  
**Trail Easement**