

Prepared by Tennessee Opioid Abatement Council
Include address pursuant to Tenn. Code Ann. § 66-24-115

RESTRICTIVE COVENANT

This Restrictive Covenant is made and entered into by and between the Tennessee Opioid Abatement Council (hereinafter referred to as "State") and _____ (hereinafter referred to as "Grantee").

PROGRAM NAME: _____

1. Grantee, for and in consideration of _____ dollars (\$_____) (hereinafter referred to as the "State Grant Monies") provided to Grantee for the purchase and/or renovation of real property located at _____ (hereinafter referred to as the "Property"), hereby grants the State of Tennessee an equitable interest in the Property and covenants that the restrictions set forth below shall constitute a covenant running with the land benefitting and appurtenant to the real estate and any part thereof:

_____ (address) and
recorded in Book _____, Page _____, Register's Office of
_____ County, Tennessee.

- 2. The State's interest in the Property and the covenant running with the land shall be binding upon Grantee, its successors and assigns, for **five (5), ten (10) or fifteen (15)** years from the date of the closing or when State Grant Monies are disbursed to the Grantee (the "Affordability Period").
- 3. The Grantee covenants that the Property units will be maintained for Tennessee adults (18 and over) who are receiving treatment or recovery services for opioid use disorder or related dependency disorders and as provided in the contract between the Grantee and the State.
- 4. Grantee covenants that neither the State's interest in the Property nor any part thereof or interest therein, shall be sold, leased, or otherwise transferred, conveyed or encumbered during the Affordability Period without written consent of the Executive Director, Tennessee Opioid Abatement Council.
- 5. If Grantee fails to properly perform its obligations under this Restrictive Covenant, or if Grantee violates the covenants herein, the State shall have the right to immediately enter upon the Property and exercise all of its right, title and interest in the Property. Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Restrictive Covenant by Grantee.
- 6. Grantee agrees to be responsible for the accountability, maintenance, and management of the Property purchased or rehabilitated totally or in part with State Grant Monies.
- 7. The validity, construction and interpretation of this Restrictive Covenant shall in all ways be governed and determined in accordance with the laws of the State of Tennessee.
- 8. Grantee shall file a copy of this Restrictive Covenant in the Office of the Register of Deeds in the county where the Property is located and assure a recorded copy is provided to the State.

IN WITNESS WHEREOF, this Restrictive Covenant has been signed and executed by Grantee and the State on date below their respective signatures hereto:

GRANTEE:

Signature Date

Printed Name

NOTARY PUBLIC

This individual appeared before me _____, a Notary Public for _____
County, State of Tennessee, on the _____ day of _____, 20__, and affixed their signature.

My commission expires on _____.

Notary Public

STATE OF TENNESSEE

BY: _____

Title: _____

Date: _____

NOTARY PUBLIC

This individual appeared before me _____, a Notary
Public for _____ County, State of Tennessee, on the _____ day of
_____, 20__, and affixed their signature.

My commission expires on _____.

Notary Public