

ZONING AGREEMENT

This Zoning Agreement (the “Agreement”) is entered into on the _____ day of _____, 2018, by and between _____ of _____ (the “Landowner”), _____ of _____ (the “Tenant”) and GEORGETOWN CHARTER TOWNSHIP, a Michigan charter township, with its offices located at 1515 Baldwin Street, Jenison, Michigan 49429 (the “Township”) as follows:

RECITALS

A. The Landowner owns the property within Georgetown Charter Township commonly known as _____ and as Permanent Parcel No. _____, and which is legally described as follows:

(the “Property”).

B. The Tenant is in the process of leasing the Property from the Landowner.

C. The Tenant desires to operate a small distillery of spirits on the Property. In addition to producing limited amounts of spirits on the Property, the Tenant also desires to sell bottles of spirits to customers via a showroom onsite and to allow the limited tasting on site of the spirits produced on the Property, but without any mixing with other alcoholic beverages, soda pop, mixers, etc.

D. The Township has in place an ordinance entitled the “Charter Township of Georgetown Liquor License and Control Ordinance” (the “Liquor Control Ordinance”). Given

the uncertainties of Michigan statutes and laws with regard to the regulating and licensing of distilleries, it is unclear whether state law preempts (in whole or in part) the Liquor Control Ordinance and/or the Township's enforcement and administration thereof with the regard to the operation of the distillery on the Property. Unfortunately, Michigan liquor laws are antiquated, often times confusing and not entirely clear regarding whether there is some, pervasive or no preemption by the state of local municipal ordinances regarding distilleries.

E. Given the uncertainty of Michigan Law regarding preemption with regard to distilleries, the parties wish to allow the operation of the Tenant's distillery on the Property while complying with the Liquor Ordinance and any conditions and requirements attached to any license issued by the Township for the distillery.

F. The restrictions, conditions and requirements of this Agreement shall become effective if and when the Township approves a license for the Tenant's distillery on the Property.

AGREEMENT

IT IS AGREED as follows:

1. If the Township approves a license for a distillery on the Property, then the distillery (as well as its uses, operations and other activities on the Property) shall comply with all of the following on the Property:

- a. The Liquor Control Ordinance.
- b. Any conditions of approval in the Township license.
- c. All applicable state laws.
- d. In addition to the distilling of spirits on the Property, spirits produced on site may be sold to customers on the Property in bottles or similar containers. Also, customers may taste or sample the spirits produced on site, but such spirits shall not be mixed with any other alcoholic beverages,

soft drinks, mixers, juices, fruits, quinine water, ice cream, or other drinks for consumption by the customers on site.

2. The Landowner and Tenant shall fully comply with this Agreement notwithstanding any preemption or any Michigan liquor laws, Michigan regulations, the Michigan Liquor Control Commission or other state pronouncements allowing the Landowner and/or Tenant not to comply with this Agreement. The Landowner and the Tenant shall comply fully with the Liquor Control Ordinance and Township requirements regarding the distillery (and related uses and operations) on the Property.

3. This Agreement shall be deemed to constitute deed restrictions/restrictive covenants with regard to the Property.

4. So long as there is a distillery or distillery operations on the Property, this Agreement shall bind the Property and the parties, shall run with the land and shall benefit and burden the parties' successors, assigns, transferees and creditors.

5. If the Liquor Control Ordinance is amended by the Township hereafter in a way that liberalizes the restrictions and regulations regarding distilleries, the Tenant and the Property shall benefit from the same if the distillery on the Property qualifies under the amended ordinance provisions.

6. The parties have all had full opportunity to consult with legal counsel regarding this Agreement before it was signed.

7. This Agreement shall be deemed to have been jointly drafted by all of the parties hereto.

8. Should the Township have to enforce this Agreement in court or should this Agreement be involved in any litigation, the Township shall be reimbursed for its attorney fees

(TENANT)

By: _____
Its _____

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

The foregoing was acknowledged before me on this ____ day of _____, 2018, by _____, who is personally known to me or who has produced his/her Michigan driver's license as identification.

Notary public, _____ County, Michigan
Acting in _____ County
My commission expires _____

* * *

