

# INTERMUNICIPAL TAXATION WAIVER AGREEMENT

This Intermunicipal Taxation Waiver Agreement is entered into by and between the Town of Middleburgh, New York (the “Real Property Owner”) and the Village of Middleburgh, New York (the “Taxation Authority”).

**WHEREAS** the Taxation Authority is a municipal corporation duly organized as a Village under New York law;

**WHEREAS** the Real Property Owner is a municipal corporation duly organized as a Town under New York law;

**WHEREAS** the Taxation Authority, pursuant to NYS Constitution Art. XVI, has to power to assess and levy ad valorum taxes against all real property lying within its municipal boundaries;

**WHEREAS** the Taxation Authority exercises such constitutional power as permitted by New York law;

**WHEREAS** the Real Property Owner owns a parcel of land within the Village of Middleburgh with the Schoharie County Tax ID Number of 106.20-2-24 (the “Land Parcel”);

**WHEREAS** the Real Property Owner desires a waiver from the Taxation Authority of the obligation to pay any tax to the Taxation Authority with respect to the Land Parcel;

**WHEREAS** the Taxation Authority is willing to grant the waiver subject to certain conditions as set forth below;

**NOW, THEREFORE**, for reciprocal consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. The Taxation Authority hereby waives the collect of any and all municipal taxes payable by the Real Property Owner to the Taxation Authority by virtue of the location of the Land Parcel within the Taxation Authority's municipal boundaries with respect to tax year 2026 and future tax years, if any, for the duration of this Agreement.
2. The Real Property Owner hereby represents, warrants and covenants that, for the duration of this Agreement, the Land Parcel shall not be used for any commercial purpose, nor shall the Real Property Owner seek monetary gain therefrom.
3. The Real Property Owner hereby grants to the Taxation Authority a right of first refusal on any future sale of the Land Parcel by the Real Property Owner.
4. The Real Property Owner hereby covenants that, upon its sale of the Land Parcel to a person or entity other than the Taxation Authority while this Agreement is still in effect, it shall pay to the Taxation Authority, upon closing, the total amount of all taxes that have been waived pursuant to this Agreement from January 1, 2026 to the date of the closing of the sale.
5. Each of the Real Property Owner and the Taxation Authority hereby represents and warrants to the other that each has the municipal power and authority to enter into this Agreement, and that the municipal officer signing for each below each has the necessary authority to bind his respective municipal corporation to this Agreement.
6. The waiver granted by this Agreement is non-transferrable and terminates upon the termination of this Agreement.
7. This Agreement shall expire on its Termination Date, as defined in the next sentence, except that it shall automatically renew for an additional calendar year unless either party delivers to the other a Notice of Termination at least 30 days prior to the then-applicable Termination Date. "Termination Date" means the last day of 2026 or of any subsequent year for which this Agreement is renewed.
8. The foregoing notwithstanding, this Agreement shall terminate immediately upon the sale of the Land Parcel or upon the Real Property Owner's breach of any representation, warranty or covenant contained herein. The Real Property Owner's payment obligation under Section 4, above, shall survive any termination of this Agreement.

9. Any notice given pursuant to this Agreement shall become effective when delivered to the following address:

If to the Taxation Authority:

Mayor  
Village of Middleburgh  
309 Main St., Ste 1  
Middleburgh, NY 12122

If to the Real Property Owner:

Town Supervisory  
139 Cotton Hill Road  
Middleburgh, NY 12122

AGREED:

VILLAGE OF MIDDLEBURGH, NY (The Taxation Authority)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Timothy Knight, Mayor

TOWN OF MIDDLEBURGH, NY (The Real Property Owner)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
John P. Youmans, Supervisor