

GOOD NEIGHBOR AGREEMENT

This **GOOD NEIGHBOR AGREEMENT** (the “Agreement”) is made and entered into by and between Vermont’s Camp Ta-Kum-Ta Inc. (“Camp TKT” or “TKT”) and the Town of South Hero (the “Town”) (collectively, the “Parties”).

In consideration of Ten and More Dollars and in consideration of the promises and mutual covenants and agreements herein set forth, the receipt and sufficiency of which are acknowledged by each party, the Parties hereby agree as follows:

1. Camp TKT is a Vermont not-for-profit corporation organized exclusively for charitable and educational purposes, and it is a recognized public charity under 26 U.S.C. § 501(c)(3).
2. Camp TKT owns and operates a camp in South Hero to support children who have or have had any form of childhood cancer and their families. The camp is located on approximately 103 acres of land at 77 Sunset View Road in South Hero (the “Camp”). At the time of this Agreement, the Camp consists of a main lodge, an activities barn, a chapel, an arts and crafts building, a costume building, a security building, a playhouse, nine residential cabins, and an in-ground pool. Camp TKT also owns a two-bedroom dwelling at 79 Sunset View Road and the land immediately surrounding it, which TKT leases to a private tenant.
3. Simultaneous with the execution of this Agreement, the Parties have entered into a Stipulation and Agreement as to Property Tax Status resolving a lawsuit docketed as No. 14-3-16 Gicv and agreed that Camp TKT shall not be required to pay property taxes for the Camp for Fiscal Year 2016 and going forward, and that the Camp shall be listed in the Town’s grand list as exempt.
4. The Parties have agreed that the Stipulation and Agreement as to Property Tax Status shall remain in effect so long as Camp TKT uses Camp for the purpose set forth in its application regarding payment of property taxes submitted to the Town, provided that ownership of the Camp does not change, and provided that the Vermont Department of Taxes, Division of Property Valuation and Review (together, “PVR”) does not require the Town to pay state education taxes on the Camp.
5. In light of the valuable municipal services the Town provides to the Camp, Camp TKT agrees to make an annual payment to the Town in an amount equal to the municipal property taxes that would have been assessed each year for 77 Sunset View Road on or about February 1st of each year, beginning on or about February 1, 2017. For purposes of this section, “municipal property taxes” means all taxes that all property owners in the Town are obligated to pay, except the State education tax.

The Town agrees to provide the Camp with the total amount due each year no later than September 1, so that Camp may make its February payment.

6. This Agreement is binding upon, and shall inure to the benefit of, the Parties for themselves and successors, assigns, and agents, and the persons executing this Agreement are duly authorized to execute the same.
7. This Agreement shall be governed by Vermont law.
8. This Agreement constitutes the complete understanding between the Parties hereto and may not be changed except by a writing signed by both parties. The Parties and their counsel acknowledge that neither they nor any of their representatives have made any representation, warranty or promise other than as set forth in this Agreement.
9. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Vermont's Camp Ta-Kum-Ta Inc. does hereby execute this document as of the ___ day of November, 2016.

VERMONT'S CAMP TA-KUM-TA INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Town of South Hero does hereby execute this document
as of the ____ day of November, 2016.

TOWN OF SOUTH HERO

By: _____

Name: _____

Title: _____