

THE CORPORATION OF THE CITY OF BROCKVILLE

By-Law Number 100-2011

Being a By-Law to Authorize an Extension Agreement

Pursuant to the Municipal Act 2001

WHEREAS Section 378 of The Municipal Act provides that a municipality may by by-law authorize an agreement with the owners of land extending the time period during which the cancellation price can be paid to redeem a property that has been registered for tax sale under said act; and

WHEREAS a tax arrears certificate has been registered against the land known as PIN 44173-0066LT Part Lot 5 Block 7 Plan 67 in the City of Brockville, County of Leeds; and

WHEREAS the owners of the said land have made application to the City for an agreement to extend the period of time in which the cancellation price payable on the land is to be paid;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE CITY OF BROCKVILLE ENACTS AS FOLLOWS:

THAT an agreement be entered into by the Corporation with the owners of the said land to provide an additional period of time in which the cancellation price payable on this land is to be paid beyond December 29, 2011; and


THAT the Agreement be in substantially the same form and contain the same terms and conditions as set out in Schedule "A" attached hereto and forming part of this by-law.

THAT the Mayor and Treasurer be authorized to execute the extension agreement on behalf of the Corporation.

GIVEN UNDER THE SEAL OF THE CORPORATION

OF THE CITY OF BROCKVILLE AND PASSED

THIS 13th DAY OF DECEMBER 2011.



MAYOR



CLERK

**Extension Agreement As Authorized By Section 378
of The Municipal Act**

(The Corporation of the City of Brockville and 1073618 Ontario Limited)

This agreement made in triplicate the day of December, 2011

BETWEEN:

1073618 Ontario Limited
(guaranteed by Siegfried Moeller and Scott Mathieson)
herein called the "Owner"

-and-

The Corporation of the City of Brockville
herein called the "City";

WHEREAS City of Brockville By-law 100-2011 authorizes the City to enter into an agreement to extend the period of time in which the owners of a certain property, more particularly described as PIN 44173-0066LT Part Lot 5 Block 7 Plan 67 in the City of Brockville, County of Leeds and known municipally as 177 Bartholomew Street, Brockville Ontario, may pay the cancellation price payable on the said lands;

It is hereby agreed as follows:

1. Notwithstanding any of the provisions of the Agreement, The Municipal Act as amended shall continue to apply to the collection and enforcement of all tax arrears and all taxes except that the Treasurer and the Collector of Taxes of the Corporation, without waiving the statutory rights and powers of the municipality shall not enforce collections of such tax payments, except as hereafter set out during the time this Agreement is in force so long as the "Owner" is not in default.
2. The "Owner" agrees to pay the City the sum of \$5,186.76 upon the signing of this agreement. The balance of all outstanding tax arrears, costs, interest and penalties that are due by the 30th of January 2012, including the cost of the preparation and registration of the cancellation certificate, shall be paid in full on or before January 30th, 2012.
3. So long as the "Owner" continues to pay the payments provided for in paragraph 2, the "City", without waiving any statutory rights or powers, shall not proceed to take any other enforcement steps pursuant to Section 371 of the Municipal Act, 2001.

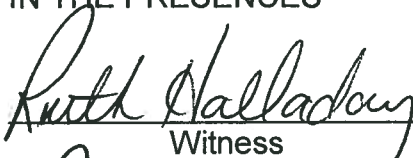
4. In the event the "Owner" defaults in payments as required by this Agreement, this Agreement upon written notice being given to the "Owner", shall be terminated and shall cease to be considered a subsisting agreement; and the "Owner" shall be placed in the same position as before this Agreement.
5. Immediately upon the "Owner" making the required payments as stipulated in paragraph 2 of this Agreement, this Agreement shall be terminated and the Treasurer shall register a Tax Arrears Cancellation Certificate in respect of the said lands.
6. Notwithstanding the provisions of paragraph 2, the "Owner", or any other person(s), may, at any time, pay the entire balance of the cancellation price on the said land and upon receipt of the payment, this agreement shall terminate and the Treasurer shall register a tax arrears cancellation certificate in respect of the said lands.
7. Any notice required to be given to the "Owner" shall be fully and sufficiently given if sent by registered mail to the "Owner" at the following address:

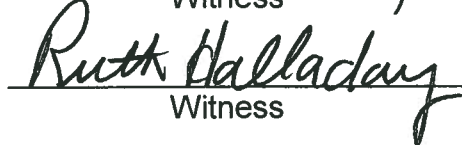
1073618 Ontario Limited
P.O. Box 1258
Brockville, Ontario
K6V 4P1

8. This agreement shall endure to the benefit of and shall be binding upon the parties hereto and their respective heirs, successors and assignees.

In WITNESS WHEREOF the parties hereto have set their respective hands and seals.
SIGNED SEALED AND DELIVERED

IN THE PRESENCES



Witness


Witness

ON BEHALF OF THE CORPORATION:



Owner


Owner


Mayor


Treasurer