

THE CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 1998-45

A By-law to authorize the execution of a tax arrears extension agreement pursuant to Section 8 of the Municipal Tax Sales Act, R.S.O. 1990 Ch. M.60.

WHEREAS the Corporation of the Township of Anderdon has registered on the 22nd day of July, 1997 a tax arrears certificate against the land described in Schedule "A" attached hereto and forming part of this by-law;

AND WHEREAS Section 8 of the Municipal Tax Sales Act, R.S.O. 1990, CH. M.60 provides that a municipality may by by-law authorize an agreement with the owner of such land 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 TOWN OF AMHERSTBURG HEREBY ENACTS AS FOLLOWS;

THAT an agreement be entered into by the Corporation with Douglas James Mangin and Mary Ellen Mangin, the Owners of the land described in Schedule "A" to extend the time period in which the cancellation price payable on this land is to be paid beyond July 22, 1998.

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

THAT the Mayor and Treasurer be authorized to enter into the agreement of behalf of the Corporation.

AND THAT this by-law becomes effective as of the date of the final passing hereof.

PASSED THIS 22ND DAY OF JULY , 1998

Wayne Dees MAYOR

John Miller CLERK

1st Reading: July 22, 1998

2nd Reading: July 22, 1998

3rd Reading: July 22, 1998

SCHEDULE "A"

to By-Law No. 1998-45

**Description of Land:**

ALL AND SINGULAR those certain parcels or tracts of land and premises situate, lying and being in the Town of Amherstburg, (formerly the Township of Anderdon), in the County of Essex, and Province of Ontario, and being composed of Part of Farm Lot Seven (7) in the 8th Concession of the said Town, and which said parcels or land are more particularly described as follows:-

**FIRSTLY**

BEARINGS are astronomic described from observations of the sun and are referred to the meridian passing through the North-west angle of Farm Lot 1, Concession 10, Township of Colchester North; COMMENCING at a point which may be located as follows:

COMMENCING at a point in the Western limit of Walker Road, (the Townline Road between the Town of Amherstburg (formerly the Township of Anderdon), and Colchester North) distant 329.58 feet measured on a course of South 2 degrees and 44 minutes West along said Western limit from its intersection with the Northern limit of said Farm Lot 7, said point of intersection being the North-east angle of said Farm Lot 7; THENCE North 87 degrees and 30 minutes West and parallel with the Northern limit of said Farm Lot 7, 151.53 feet to a point, said point being the point of commencement; THENCE North 2 degrees and 44 minutes East and parallel with the Western limit of said Walker Road, 135.32 feet to a point; THENCE North 87 degrees and 30 minutes West and parallel with the Northern limit of said Farm Lot 7, 158 feet to a point; THENCE South 2 degrees and 44 minutes West and parallel with the Western limit of said Walker Road, 190.32 feet to a point; THENCE South 87 degrees and 30 minutes East and parallel with the Northern limit of said Farm Lot 7, 158 feet to a point; THENCE North 2 degrees and 44 minutes East, and parallel with the Western limit of said Walker Road, 55 feet more or less to the point of commencement.

**SECONDLY**

BEARINGS are astronomic derived from observations of the sun and are referred to the meridian passing through the north-west angle of Farm Lot 1, Concession 10, Township of Colchester North; COMMENCING at a point in the Western limit of Walker Road (the Townline Road between Town of Amherstburg (formerly the Township of Anderdon) and Colchester North) distant 194.26 feet measured on a course of South 2 degrees 44 minutes West along said Western limit from its intersection with the Northern limit of said Farm Lot 7, said point of intersection being the North-east angle of said Farm Lot 7; THENCE North 87 degrees 30 minutes West and parallel with the Northern limit of said Farm Lot 7, 151.53 feet

to a point; THENCE South 2 degrees 44 minutes West and parallel with the Western limit of said Walker Road, 135.32 feet to a point; THENCE South 87 degrees 30 minutes East and parallel with the Northern limit of said Farm Lot 7, 151.53 feet more or less to the point in the Eastern limit of said Walker Road; THENCE North 2 degrees 44 minutes East along the last mentioned limit, 135.32 feet more or less to the point of COMMENCEMENT.

As in Instrument Number 725520.

SCHEDULE "B"

to By-law No. 1998-45

THIS AGREEMENT made in triplicate the 22nd day of July, 1998.

BETWEEN:

THE CORPORATION OF THE TOWN OF AMHERSTBURG

hereinafter called the "Corporation"

- and -

DOUGLAS JAMES MANGIN AND MARY ELLEN MANGIN

hereinafter called the "Owner"

WHEREAS the Owner is the owner of the land in the Town of Amherstburg described in Schedule "A" attached hereto and forming part of this Agreement,

AND WHEREAS the Owner's land is in arrears of taxes on the 31st day of December, 1996 in the amount of \$ 19,144.09 and a tax arrears certificate was registered in the Registry Office on the 22nd day of July, 1997 in respect of the Owner's land,

AND WHEREAS under Section 8 of the Municipal Tax Sales Act, R.S.O., 1990, CH. M.60, a municipality may by by-law authorize an extension agreement be entered into by the Corporation and Owner to extend the period of time in which the cancellation price in respect to the Owner's lands is to be paid.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and of the covenants and obligations hereinafter contained it is hereby agreed as follows:

1. The Owner agrees to pay the full cancellation price to the Corporation on or before the 22nd day of October, 1998 which will include all taxes levied on the land as they become due during the tenure of this agreement.
2. Notwithstanding any of the provisions of this Agreement, the Municipal Act, R.S.O. 1990, CH. M.60, 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 or of the treasurer, shall not enforce collections of such tax payments, except as set out in clause 1 during the time this Agreement is in force.
3. In the event the Owner defaults in the payment of the full cancellation price required by the Owner by October 22, 1998 this Agreement, upon notice being given to the Owner by the Corporation shall be terminated and the Owner shall be placed in the position he or she was before this Agreement was entered into. In the event of a default, this Agreement shall cease to be considered a subsisting agreement on the day that the notice of termination is sent to the Owner.
4. Immediately upon the Owner making all the payments required under paragraph 1, this Agreement shall be terminated and, the Treasurer shall forthwith register a tax arrears cancellation certificate in respect of the said lands.

5. Notwithstanding the provisions of paragraph 1, the Owner and any other person may at any time pay the balance of the cancellation price and upon receipt of the aforesaid payment by the Corporation, this Agreement shall terminate and the Treasurer shall forthwith register a tax arrears cancellation certificate.
  
6. This Agreement shall extend to and be binding upon and enure to the benefit of the parties and to their respective heirs, successors and assigns.
  
7. If any paragraph or part of paragraphs in this Agreement be illegal or unenforceable, it or they shall be considered separate and severable from the Agreement and the remaining provisions of the agreement shall remain in force and effect and shall be binding upon the parties hereto as though the said paragraph or paragraphs or part or parts of paragraphs had never been included.
  
8. Any notice required to be given to the Owner hereunder shall be sufficiently given if sent by registered post to the Owner at the following address:

9554 Walker Road, Box 26  
 McGregor, Ontario  
 NOR 1J0

**IN WITNESS WHEREOF** the Owners have hereunto set their hands and seals and the Corporation has caused its corporate seal to be hereunto affixed, attested by its proper officers.

SIGNED, SEALED AND DELIVERED  
 in the presence of

THE CORPORATION OF THE TOWN  
 OF AMHERSTBURG

Wayne Hurst  
 Wayne Hurst - Mayor

Paul Benéteau  
 Paul Benéteau - Treasurer

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 Douglas James Mangin

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 Mary Ellen Mangin