

THE CORPORATION OF THE TOWN OF AMHERSTBURG

By-law No. 2002-07

**A BY-LAW TO AUTHORIZE THE EXECUTION OF A TAX
ARREARS EXTENSION AGREEMENT PURSUANT TO
SECTION 8 OF THE MUNICIPAL TAX SALES ACT, 1984,
S.O. 1984, C.48.**

WHEREAS the Corporation of the Town of Amherstburg has registered 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 1984 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 ENACTS AS FOLLOWS:

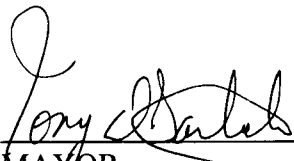
THAT an agreement be entered into by the Corporation with Albert MacDonald and Brenda Fryer, the Owners of the land described in Schedule "A" to extend the time period in which the cancellation price payable on this land can be paid to February 28, 2002.

THAT the extension be duly executed and attached hereto as Schedule "B" and form part of this by-law.

THAT the Tax Collector be authorized to enter into the agreement on behalf of the Corporation.

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

PASSED THIS 28TH DAY OF JANUARY 2002


MAYOR


CLERK

SCHEDULE "A"

TO THE AGREEMENT

Description of the Land:

LOT 4 PLAN 221
TOWN OF AMHERSTBURG
COUNTY OF ESSEX
BLOCK 01544
PROPERTY 0421

SCHEDULE "B"

to By-law No. 2002-07

THIS AGREEMENT made in duplicate the 23rd day of January, A.D. 2002, BETWEEN:

THE CORPORATION OF THE TOWN OF AMHERSTBURG
Hereinafter called the "Corporation"

- and -

Albert MacDonald and Brenda Fryer,
Owners of the land
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, 2000 in the amount of \$10,161.41 and a tax arrears certificate was registered in the Registry (or Land Titles) Office on the 29th day of January, 2001 in respect of the Owner's land.

AND WHEREAS under Section 8 of the Municipal Tax Sales Act, 1984, S.O. 1984, c.48, a municipality may by by-law, authorize an extension agreement be entered into by the Corporation with an Owner to extend the period of time in which the cancellation price in respect to the Owner's land 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 to the Corporation the sum of \$13,453.02 on or before the 28th day of February, 2002.
2. In the event the Owner defaults in any payments required by this Agreement, 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.
3. Immediately upon the Owner making all the payments required under paragraphs 1 and 2, this Agreement shall be terminated and, the Tax Collector shall forthwith register a tax arrears cancellation certificate in respect of the said lands.
4. Notwithstanding the provisions of paragraphs 1 and 2, 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 Tax Collector shall forthwith register a tax arrears cancellation certificate.
5. This Agreement shall extend to and be binding upon and ensure to the benefit of the Parties and to their respective heirs, successors and assigns.
6. 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 the paragraphs had never been included.

7. Any notice required to be given to the owner hereunder shall be sufficiently given if sent by regular post to the Owner at the following address:

149 Sandwich St. N.
N9V 2V1


IN WITNESS WHEREOF the Owner has hereunto set his and seal and the Corporation has caused its Corporate Seal to be hereunto affixed, attested by its proper officers.

SIGNED, SEALED AND DELIVERED

IN THE PRESENCES OF




Witness



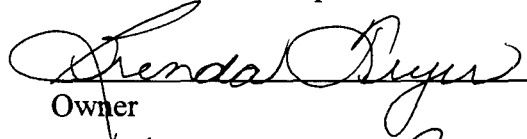
Witness



Witness



On behalf of the Corporation



Owner



Owner