The Corporation of the Town of South Bruce Peninsula

By-Law Number 58-2017

Being a By-Law to Authorize the Execution of a Tax Arrears Extension Agreement Pursuant to Section 378 of the Municipal Act, S.O. 2001, C25, for Property Known as Roll No. 41-02-590-004-00300-0000

Whereas the Corporation of the Town of South Bruce Peninsula registered on the 29th day of August, 2016, a tax arrears certificate against the land described in PIN 33135-0103 and municipally known as 136 The Bury Road;

And whereas Section 378 of the Municipal Act, 2001 provides that after the registration of a tax arrears certificate and before the expiry of one (1) year following the date of the registration of the tax arrears certificate, a municipality or board may by by-law authorize an extension agreement with the owner of the land, the spouse of the owner, a mortgagee or a tenant in occupation of such land to extend the period of time in which the cancellation price in respect to the Owner's land is to be paid;

And whereas the statutory period within which such a by-law may be enacted has not elapsed;

And whereas the Town is desirous of entering into a tax arrears extension agreement with Amsen Quarry Limited.

Now therefore the Council of the Corporation of the Town of South Bruce Peninsula hereby enacts as follows:

1. That the Mayor and Clerk are hereby authorized to enter into a tax arrears extension agreement with Amsen Quarry Limited for Roll Number 41-02-590-004-00300-0000, municipally known as 136 The Bury Road.

2. That the description of the land which is subject to this tax arrears extension agreement shall be described as:

   Lt 3 Con 1 EBR Albemarle; South Bruce Peninsula PIN 33135-0103 (LT)
   Assessment Roll Number 41-02-590-004-00300-0000
   136 The Bury Rd
   South Bruce Peninsula ON N0H 2T0

3. That the agreement shall be attached hereto and form a part of this by-law.

4. That this by-law shall come into force and take effect upon the final passing thereof.
Read a first and second time this 20th day of June, 2017.

Mayor

Clerk

Read a third time and finally passed this 20th day of June, 2017.

Mayor

Clerk
Extension Agreement

This Agreement made in triplicate this 20th day of June, 2017.

Between:

The Corporation of the Town of South Bruce Peninsula,
hereinafter referred to as the “Corporation”

And

Amsen Quarry Limited,
hereinafter referred to as the “Owner”

Whereas the Owner is the owner of the land in the Town of South Bruce Peninsula 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, 2015 in the amount of $46,350.74 and a tax arrears certificate was registered in the Land Registry or Land Titles Office on the 29th day of August, 2016 in respect of the Owner’s land;

And whereas Section 378 of the Municipal Act, 2001 provides that after the registration of a tax arrears certificate and before the expiry of one (1) year following the date of the registration of the tax arrears certificate, a municipality or board may by by-law authorize an extension agreement with the Owner of the land, the spouse of the owner, a mortgagee or a tenant in occupation of such land to extend the period of time in which the cancellation price in respect to the Owner’s land is to be paid;

And whereas the period during which there is a subsisting extension agreement shall not be counted by the Treasurer in calculating the periods mentioned in sub-section 379(1) of the Municipal Act, 2001;

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 Corporation will extend to May 30, 2018 the payment period for the cancellation price payable in respect of the land.

2. The Owner will make payments to the Corporation in accordance with Schedule “B” attached hereto.

3. In addition to paying the amounts provided for in paragraph 2, the Owner agrees to pay:

a. all further taxes levied on the land as they become due and payable during the
term of this Agreement; and

b. not later than 7 days following the due date of the last payment under paragraph 2, such additional amount, if any, as is necessary to bring the total amount paid under this Agreement up to the amount of the cancellation price payable in respect of the land.

4. Notwithstanding any of the provisions of this Agreement, the Municipal Act, 2001, as amended, shall continue to apply to the collection and enforcement of all tax arrears and all taxes except that the Treasurer and the Tax Collector 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 paragraph 2 and 3, during the time this Agreement is in force so long as the Owner is not in default hereunder.

5. In the event the Owner defaults in any payments required by this Agreement and upon notice being given to the Owner by the Corporation, this Agreement 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.

6. Immediately upon the Owner or any other person making all the payments required under paragraphs 2 and 3, this Agreement shall be terminated and, the Treasurer shall forthwith register a tax arrears cancellation certificate in respect of the said lands.

7. Notwithstanding the provisions of paragraphs 2 and 3, 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.

8. This Agreement shall cease to be considered a subsisting Agreement upon the date of the sale or other disposition of the land.

9. If any paragraph or part of paragraphs in this Agreement is determined by a court or tribunal of competent jurisdiction to 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.

10. Any notice required to be given to the Owner hereunder shall be sufficiently given if sent by registered mail to the Owner at the following address:

16 Amos Maynard Circle
Woodbridge, On L4L 3B8

In witness whereof the Owner has hereunto set his/her hand and seal and the Corporation has caused its corporate seal to be hereunto affixed and attested to by its proper signing officers in that behalf.

The Corporation of the
Town of South Bruce Peninsula

[Signatures]

Amsen Quarry Limited

Witness ____________________________  Signature of Owner(s) ____________________________
Schedule “A”
Extension Agreement

Description of the Land:

Lt 3 Con 1 EBR Albemarle; South Bruce Peninsula
Property Identification Number 33135-0103 (LT)
Assessment Roll Number 4102-590-004-00300-0000
136 The Bury Rd
South Bruce Peninsula ON N0H 2T0
Schedule “B”
Extension Agreement

Payments Required Under Extension Agreement:

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