

# THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI

## BY-LAW NO. 02-532

**Being a by-law to authorize an extension agreement to be entered into to extend the period of time in which the cancellation price in respect to land be paid.**

WHEREAS Section 8 of the Municipal Tax Sales Act, R.S.O., 1990, c. M. 60 provides that a municipality may authorize an extension agreement to extend the period of time in which the cancellation price may be paid,

AND WHEREAS a by-law to authorize the extension agreement between The Corporation of the Municipality of Temagami and Wayne Gordon Fuller is required,

NOW THEREFORE the Council of the Corporation of the Municipality of Temagami enacts as follows:

1. The Mayor and CAO be and they are hereby empowered and authorized to execute on behalf of the Corporation of the Municipality of Temagami, affix the Seal of the Corporation, and deliver the attached agreement known as Schedule 'A' to this By-law and forming part of the By-law.
2. 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 November, 2002.

Read a third time and finally passed this 20<sup>th</sup> day of November, 2002.

  
Mayor

  
CAO

THIS AGREEMENT made this 1st day of December, 2002, between the Corporation of the Municipality of Temagami ("Temagami") and Wayne Gordon Fuller (the "Owner").

WHEREAS:

The Owner is the registered and assessed Owner of the land located in the Municipality of Temagami, described as follows:

Parcel 28397 Nip  
Pt. Location CL 8559  
Pt. 13 on 36R-9753  
The Corporation of the Municipality of Temagami  
District of Nipissing

The Owner's land is in arrears of taxes on December 31, 2001 in the amount of THREE THOUSAND THIRTY-EIGHT DOLLARS AND EIGHTY-NINE CENTS (\$3,038.89) and a tax arrears certificate was registered as instrument no. LT397716 at the Land Registry Office for the Land Titles Division of Nipissing on the 22nd day of January, 2002, in respect of the Owner's land;

Section 8 of the *Municipal Tax Sales Act*, R.S.O., 1990, c. M. 60 provides that a municipality may by by-law, authorize an extension agreement to be entered into by Temagami with the Owner to extend the period of time in which the cancellation price in respect to the Owner's land is to be paid;

IN CONSIDERATION of the premises and covenants herein, the parties agree as follows:

1. Temagami hereby extends the period of time in which the cancellation price is to be paid to November 1, 2003, providing the Owner is not in default hereunder.
2. The Owner hereby agrees to pay the cancellation price to Temagami in twelve equal monthly payments of FOUR HUNDRED & EIGHTY-SIX DOLLARS AND TWENTY CENTS (\$486.20) each, payable on the 1ST day of each month, commencing on the 1st day of December, 2002, and continuing to and including the 1st day of November, 2003, and the balance of the cancellation price, if any, shall become due and payable on the 1st day of November, 2003.
3. Notwithstanding any of the provisions of this agreement, the *Municipal Act*, R.S.O. 1990, c. M.45, and the *Municipal Tax Sales Act*, R.S.O. 1990, c. M.60, 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 Temagami, without waiving the statutory rights and

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powers of the municipality or of the treasurer, shall not enforce collections of such tax payments by the sale of the land, during the time that this agreement is in force so long as the Owner is not in default hereunder.

**4. During the term of this agreement the Owner agrees to pay all taxes levied after November 1, 2002 in respect of the land as such taxes become due and payable failing which the Owner shall be deemed to be in default under the provisions of this agreement.**

5. In the event of a default by the Owner hereunder, this agreement shall cease to be considered a subsisting agreement.

6. Notwithstanding the provisions of clause 1, the Owner or any other person may on or before November 1, 2003, pay the balance of the cancellation price and upon receipt of the payment by Temagami, this agreement shall terminate and the treasurer shall forthwith register a tax arrears cancellation certificate.

7. In the event that the Owner sells the land, the balance of the cancellation, price shall become immediately due and payable on the earlier of November 1, 2003 or the date of closing of the sale.

8. In the event that the cancellation price is not paid by November 1, 2003, then the Owner agrees to consent to and will not object to the sale of the land by Temagami and shall consent to any court orders necessary to permit Temagami to sell the land.

9. In the event that any portion of this agreement is declared non-enforceable by a court having jurisdiction, then this agreement with respect to the enforceable provisions shall continue in force and any non-enforceable provision shall be replaced by a provision which, being valid, comes closest to the intention underlying the non-enforceable provision.

10. This agreement shall extend to and be binding upon and enure to the benefit of the parties and to their respective successors and assigns.

11. Any notice to be given to the parties shall be sufficiently given if sent by registered or certified post to the following addresses:

To Temagami:	The Corporation of the Municipality of Temagami P. O. Box 220 TEMAGAMI, Ontario P0H 2H0
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To the Owner: Wayne Gordon Fuller  
222 Gladstone Ave.  
North Bay, Ontario  
PIA 2M2

IN WITNESS WHEREOF the parties have affixed their corporate seals attested  
by the hands of their respective officers in that behalf.

SIGNED, SEALED and DELIVERED  
in the presence of

)  
) The Corporation of the Municipality  
) of Temagami  
)  
)  
)

) Per: \_\_\_\_\_  
) **Wayne Adair, Mayor**  
)  
)  
)

) Per: \_\_\_\_\_  
) **John Hodgson, Clerk**  
)  
)  
)

) \_\_\_\_\_  
) **Wayne Gordon Fuller**  
)  
)  
)

\_\_\_\_\_  
Witness