

SCHEDULE "A"
TO
BY-LAW #1989 (1998)

DESCRIPTION OF THE LAND:

In the Town of Pelham, in the Regional Municipality of Niagara;
Part Lot 7, Concession 1
And more particularly described in Instrument Number 526711
381 Sawmill Road

Assessment Roll No. 27-32-010-007-060-00-0000

SCHEDULE "B"
TO
BY-LAW #1989 (1998)

THIS AGREEMENT made in triplicate this 6th Day of APRIL, 1998 A.D.

BETWEEN:

THE CORPORATION OF THE TOWN OF
PELHAM,

Hereinafter called the "Corporation"

- and -

CHRISTA MARTA HALE, Owner (spouse of the
owner) of the land,

Hereinafter called the "Owner".

WHEREAS the Owner is the owner of the land in the Town of Pelham 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 \$11,085.99, and a tax arrears certificate was registered in the Registry Office (or Land Titles) Office on the 16th. Day of April, 1997 in respect of the Owner's land;

AND WHEREAS under Section 8 of the Municipal Tax Sales Act, R.S.O. 1990, Chapter M.60, 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 \$3,000.00 on presentation of this Agreement and will pay the balance of all arrears by paying the sum of \$1,000.00 per month beginning April, 1998 and each month thereafter until all outstanding taxes and costs are paid in full. That post-dated cheques be received for all monthly payments.
- (2) In addition to paying the amounts provided for in Clause (1), the Owner agrees to pay all taxes levied on the land as they become due during the tenure of this Agreement.

- (3) Notwithstanding any of the provisions of this Agreement, the Municipal Act, R.S.O. 1990, Chapter M.45, 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 Clauses (1) and (2), during the time this Agreement is in force so long as the Owner is not in default hereunder.
- (4) 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.
- (5) Immediately upon the Owner making all payments required under paragraphs (1) and (2), this Agreement shall be terminated and, the Treasurer shall forthwith register a tax arrears cancellation certificate in respect of the said lands.
- (6) 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 Treasurer shall forthwith register a tax arrears cancellation certificate.
- (7) 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.
- (8) If any paragraph or part of the 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.
- (9) 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:

Christa Marta Hale
381 Sawmill Road
R. R. #1
St. Catharines, Ontario
L2R 6P7

IN WITNESS WHEREOF the Owner has hereunto set her hand 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 Presence of -

Witness Ralph B. B. B.
On behalf of the Corporation - Mayor

Witness A. Cheney
On behalf of the Corporation - Treasurer

Witness Elaine Jones
On behalf of the Owner