

**SCHEDULE "A"**  
**To By-Law No. 2803 (2006)**

**DESCRIPTION OF THE LAND:**

PIN 64035-0093(LT)  
Part Lot 9, Concession 5  
Geographic Township of Pelham  
Now the Town of Pelham  
Regional Municipality of Niagara (No. 59)  
Being the Lands in Instrument RO495212

## **SCHEDULE "B"**

### **To By-Law No. 2803 (2006)**

## **EXTENSION AGREEMENT**

THIS AGREEMENT made in triplicate this 5th day of September, 2006.

BETWEEN:

THE CORPORATION OF THE TOWN OF PELHAM  
(Hereinafter called the "Corporation")

OF THE FIRST PART;

- and -

Hak-Kin LAM  
(Hereinafter called the "Mortgagee")

OF THE SECOND PART;

WHEREAS the Mortgagee is the Mortgagee of the land in the Town of Pelham described in Schedule "A" attached hereto and forming part of this Agreement;

AND WHEREAS the Mortgagee's land is in arrears of taxes on the 31<sup>st</sup> day of December, 2004 in the amount of \$21,251.22 and a tax arrears certificate was registered in the Land Registry or Land Titles Office on the 8th day of September, 2005 in respect of the Mortgagee'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(s) 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 Mortgagee'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 (final date of extension) December 15, 2007 the payment period for the cancellation price payable in respect of the land.
2. The Mortgagee 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 Mortgagee 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 15 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 Mortgagee is not in default hereunder.
5. In the event the Mortgagee defaults in any payments required by this Agreement, this Agreement upon notice being given to the Mortgagee by the Corporation, shall be terminated and the Mortgagee 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 Mortgagee.
6. Immediately upon the Mortgagee 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 Mortgagee 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 Mortgagee hereunder shall be sufficiently given if sent by registered mail to the Mortgagee at the following address:

**16 Emmeline Crescent  
Scarborough, Ontario M1S 1L2**

IN WITNESS WHEREOF the Mortgagee 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 PELHAM

  
MAYOR

  
CLERK

Signed at the Town of Pelham this 21 day of SEPT, 2006.  
(municipality)

  
witness

  
Signature of Mortgagee

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Mortgagee

**PAYMENTS REQUIRED UNDER EXTENSION AGREEMENT:**

<b>Due Date of Payment</b>	<b>Amount to be Paid</b>
Upon Signing This Agreement	\$10,000.00
October 15, 2006	\$2,000.00
November 15, 2006	\$2,000.00
December 15, 2006	\$2,000.00
January 15, 2007	\$2,000.00
February 15, 2007	\$2,000.00
March 15, 2007	\$2,000.00
April 15, 2007	\$2,000.00
May 15, 2007	\$2,000.00
June 15, 2007	\$2,000.00
July 15, 2007	\$2,000.00
August 15, 2007	\$2,000.00
September 15, 2007	\$2,000.00
October 15, 2007	1/2 Amount of any remaining balance owing
November 15, 2007	1/2 Amount of any remaining balance owing
December 15, 2007	As per No. 3(b) in Schedule "B"