

7.4

INTER-OFFICE MEMORANDUM

100-200000-10
Memo

Law Department

December 19, 1985

TO: L. J. Mikulich

FROM: Clay Connor

RE: City of Brampton acquisition from Mossie Bovaird
Part of Lot 10, Concession 2, E.H.S.
Our File: 45.19

Enclosed for safekeeping is an executed copy of the agreement of purchase and sale and the duplicate registered copy of the deed from Mossie Eleanor Bovaird for the part of Lot 10, Concession 2 East of Hurontario Street designated as Part 1 on reference plan 43R-4637.

The deed was registered on December 18, 1985 as Instrument No. 738134.

I have examined title to these lands and it is my opinion that the City has good and sufficient title to these lands for its purposes.

By copy of this memo to Paul Caine, I would request that this property be listed under the City's fire insurance policy.



Clay Connor
Assistant City Solicitor,

WCC:lh

cc: D.M. Gordon
P. Caine
A. Foster

RECEIVED
CLERK'S DEPT.

DEC 20 1985

REQ. No.:
FILE No.:

(1) Registry ☒

Land Titles ☐

(2) Page 1 of 3 pages

(3) Property Identifier(s)

Block

Property

Additional:
See
Schedule ☐

(4) Consideration

NIL

Dollars \$

(5) Description

This is a: Property Division ☐

Property Consolidation ☐

The land situated in the City of Brampton, in the Regional Municipality of Peel (formerly in the Township of Chinguacousy, County of Peel) and being composed of part of Lot 10, Concession 2, East of Hurontario Street, designated as Part 1 on reference plan 43R-4637.

New Property Identifiers

Additional:
See
Schedule ☐

Executions

Additional:
See
Schedule ☐

(6) This Document Contains

(a) Redescription New Easement Plan/Sketch ☐

(b) Schedule for:

Description ☐

Additional Parties ☐

Other ☒

(7) Interest/Estate Transferred Fee Simple

(8) Transferor(s) The transferor hereby transfers the land to the transferee and certifies that the transferor is at least eighteen years old and that

...the transferor is not a spouse.

Name(s)

BOVAIRD, Mossie Eleanor

Signature(s)

Mossie Eleanor Bovaird

Date of Signature

Y M D

85 12 17

(9) Spouse(s) of Transferor(s) I hereby consent to this transaction

Name(s)

Signature(s)

Date of Signature

Y M D

(10) Transferor(s) Address for Service

15 Park Hill Court, Apt. 702, Brampton, Ontario L6Y 1P6

(11) Transferee(s)

THE CORPORATION OF THE CITY OF BRAMPTON

Date of Birth

Y M

(12) Transferee(s) Address for Service

150 Central Park Drive, Brampton, Ontario L6T 2T9

(13) Transferor(s) The transferor verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene section 49 of the Planning Act, 1983.

Date of Signature

Y M D

Signature

Date of Signature

Y M D

85 12 17

Solicitor for Transferor(s) I have explained the effect of section 49 of the Planning Act, 1983 to the transferor and I have made inquiries of the transferor to determine that this transfer does not contravene that section and based on the information supplied by the transferor, to the best of my knowledge and belief, this transfer does not contravene that section. I am an Ontario solicitor in good standing.

Date of Signature

Y M D

85 12 17

Name and Address of Solicitor

Signature

OPTIONAL
Planning Act —

(14) Solicitor for Transferee(s) I have investigated the title to this land and to abutting land where relevant and I am satisfied that the title records reveal no contravention as set out in subclause 49 (21a) (c) (ii) of the Planning Act, 1983 and that to the best of my knowledge and belief this transfer does not contravene section 49 of the Planning Act 1983. I act independently of the solicitor for the transferor(s) and I am an Ontario solicitor in good standing.

Date of Signature

Y M D

85 12 17

Name and Address of Solicitor

Signature

(15) Assessment Roll Number of Property

Cty. Mun. Map Sub. Par.
21 10 090 014 14900

(16) Municipal Address of Property
No. 10 Sideroad (South side)
Conc. 2, E.H.S. Part Lot 10
Brampton, Ontario

(17) Document Prepared by:

W. Clayton Connor
City of Brampton Law Department
150 Central Park Drive
Brampton, Ontario
L6T 2T9

Fees and Tax

Registration Fee

Land Transfer Tax

Total

FOR OFFICE USE ONLY

Additional Property Identifier(s) and/or Other Information

WHEREAS the lands described in Box (5) were conveyed to William Bovaird as joint tenants;

AND WHEREAS William Bovaird died on or about the 9th day of September, 1983.

IN CONSIDERATION of the transfer of the lands described in Box (5) of this instrument (hereinafter called "the lands") The Corporation of the City of Brampton hereby agrees as follows.

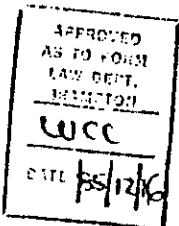
1. To maintain the lands and buildings located thereon as an historic site.
2. That the lands shall be developed and landscaped as one park for passive recreation purposes only, provided that The Corporation of the City of Brampton may use such portion of the lands as necessary for the widening of Bovaird Drive.
3. That upon termination of the existing residential tenancy, the house located upon the lands shall be preserved for public use for cultural and educational purposes only.
4. That a commemorative plaque shall be erected on the lands honouring the William Bovaird family.

DATED at Brampton this 16th day of December, 1985.

THE CORPORATION OF THE CITY OF
BRAMPTON


KENNETH G. WHILLANS MAYOR


LEONARD J. MIKULICH CLERK



AUTHORIZATION BY-LAW	
NUMBER	309-85
PASSED BY CITY	
COUNCIL ON THE	16 th
DAY OF	OCTOBER 1985

AFFIDAVIT OF RESIDENCE AND OF VALUE OF TH^E CONSIDERATION

IN THE MATTER OF THE CONVEYANCE OF (insert brief description of land) ..Part..of..Lot..10,..Concession..2,..
ast..of..Huronario..Street..being..Part..1..on..43R-4637..City..of..Brampton,..Regional..Municipality
of..Peel.....

BY (print names of all transferors in full) ..Mossie Eleanor Rowaird.....

TO (see instruction 1 and print names of all transferees in full) ..The..Corporation..of..the..City..of..Brampton.....

1. (see instruction 2 and print name(s) in full) ..William Clayton Connor.....

MAKE OATH AND SAY THAT:

1. I am (place a clear mark within the square opposite that one of the following paragraphs that describes the capacity of the deponent(s)): (see instruction 2)

- ☐ (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
☐ (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
☐ (c) A transferee named in the above-described conveyance;
☒ (d) The authorized agent or solicitor acting in this transaction for ..The..Corporation..of..the..City..of.....
Brampton (insert name(s) of principal(s))
described in paragraph(s) (a), (b), (c) above; (strike out references to inapplicable paragraphs)
☐ (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for .. (insert name(s) of corporation(s))
described in paragraph(s) (a), (b), (c) above; (strike out references to inapplicable paragraphs)
☐ (f) A transferee described in paragraph () (insert only one of paragraph (a), (b) or (c) above, as applicable) and am making this
affidavit on my own behalf and on behalf of (insert name of spouse)
who is my spouse described in paragraph () (insert only one of paragraph (a), (b) or (c) above, as applicable)

and as such, I have personal knowledge of the facts herein deposed to.

2. I have read and considered the definitions of "non-resident corporation" and "non-resident person" set out respectively in clauses 1(1)(f) and (g) of the Act. (see instruction 3)
3. The following persons to whom or in trust for whom the land conveyed in the above-described conveyance is being conveyed are non-resident persons within the meaning of the Act. (see instruction 4) ..None.....

4. THE TOTAL CONSIDERATION FOR THIS TRANSACTION IS ALLOCATED AS FOLLOWS:

- (a) Monies paid or to be paid in cash \$..Nil.....
(b) Mortgages (i) Assumed (show principal and interest to be credited against purchase price) \$..Nil.....
(ii) Given back to vendor \$..Nil.....
(c) Property transferred in exchange (detail below) \$..Nil.....
(d) Securities transferred to the value of (detail below) \$..Nil.....
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject \$..Nil.....
(f) Other valuable consideration subject to land transfer tax (detail below) \$..Nil.....
(g) VALUE OF LAND, BUILDING, FIXTURES AND GOODWILL
SUBJECT TO LAND TRANSFER TAX (total of (a) to (f)) \$..Nil..... \$..Nil.....
(h) VALUE OF ALL CHATTELS — Items of tangible personal property
(Retail Sales Tax is payable on the value of all chattels unless exempt under the provisions of the "Retail Sales Tax Act", R.S.O. 1980, c. 454, as amended) \$..Nil.....
(i) Other consideration for transaction not included in (g) or (h) above \$..Nil.....
(j) TOTAL CONSIDERATION \$..Nil.....

ALL BLANKS
MUST BE
FILLED IN.
INSERT "NIL"
WHERE
APPLICABLE.

5. If consideration is nominal, describe relationship between transferor and transferee and state purpose of conveyance. (see instruction 5)
..Gift..to..a..municipality..for..historical..purposes.....
6. If the consideration is nominal, is the land subject to any encumbrance? ..No.....
7. Other remarks and explanations, if necessary...No monies passing directly or indirectly.....

SWORN before me at the City of Brampton

In the Regional Municipality of Peel

this 18th day of November 1985

A Commissioner for taking Affidavits, etc.

WILLIAM CLAYTON CONNOR

PROPERTY INFORMATION RECORD

- A. Describe nature of instrument ..deed.....
B. (i) Address of property being conveyed (if available)
(ii) Assessment Roll # (if available)
C. Mailing address(es) for future Notices of Assessment under the Assessment Act for property being conveyed (see instruction 6)
..150 Central Park Drive, Brampton, Ontario L6T 2T9.....
D. (i) Registration number for last conveyance of property being conveyed (if available)
(ii) Legal description of property conveyed: Same as in D.(i) above. Yes ☒ No ☐ Not Known ☐
E. Name(s) and address(es) of each transferee's
solicitor ..W..Clayton..Connor.....
..City..of..Brampton..Law..Dept.....
..150..Central..Park..Drive.....
..Brampton..Ontario.....
..L6T..2T9.....

For Land Registry Office use only

REGISTRATION NO.

LAND REGISTRY OFFICE NO.

REGISTRATION DATE

AGREEMENT OF PURCHASE AND SALE

PURCHASER, THE CORPORATION OF THE CITY OF BRAMPTON, offers to buy from

VENDOR, MOSSIE E. BOVAIRD

The following PROPERTY: PART OF THE WEST HALF OF LOT 10
CONCESSION 2 EAST OF HURONTARIO STREET
DESIGNATED AS PART 1 ON REFERENCE PLAN
43R 4637

at the PURCHASE PRICE of TWO DOLLARS (\$2.00)

1. Purchaser submits with this offer a TWO DOLLAR cheque payable to the Vendor, as a deposit to be held by her in trust pending completion or termination of this Agreement and to be credited towards the Purchase Price on completion.
2. This agreement shall be completed on the 18th day of December, 1985.
3. Provided that this agreement shall be effective only if the provisions of section 49 of the Planning Act, 1983, as amended, are complied with.
4. This agreement shall enure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.
5. Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are not in the possession or control of the Vendor. The Vendor agrees that she will deliver any sketch or survey of the property in her possession or within her control to the Purchaser as soon as possible and prior to the last day allowed for examining title.
6. All buildings on the property and all other things being purchased shall be and remain until completion at the risk of the Vendor. Pending completion, Vendor shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interest may appear and in the event of substantial damage, the Purchaser may either terminate this Agreement and have all monies theretofore paid returned without deduction or else take the proceeds of any insurance and complete the purchase.
7. This agreement shall constitute the entire agreement between Purchaser and Vendor and there is no representation, warranty, collateral agreement or condition affecting this agreement or the property or supported hereby other than as expressed herein in writing. This agreement shall be read with all changes of gender or number required by the context.
8. It is understood and agreed that the Purchaser will accept title to the real property subject to all registered easements.
9. Purchaser and Vendor agree that all existing fixtures are included in the purchase price.
10. Vendor shall deliver on completion registerable evidence of compliance of the transaction with the Family Law Reform Act, 1978.
11. The deed or transfer shall, save for the Land Transfer Tax Affidavits, be prepared in registerable form at the expense of Purchaser.

ME B.

- DATED at Brampton/ONT this 27th day of November 1987

The Corporation of the City of Brampton

AUTHORIZATION BY-LAW
NUMBER 309-85
PASSED BY CITY
COUNCIL ON THE 16/4/11
DAY OF October 19 85

[illegible]