

Appendix 3

A deed executed by Joseph Axler, Ruth Axler and related corporate interests indicating the wording and some, but possibly not all of the lots, having rights related originally to the Blocks now owned by Tiny, but more specifically to Block C being acquired for a \$538,000.00 charitable tax receipt.

408199
This Indenture 21 ①

made (in duplicate) the twenty-ninth day of August
one thousand nine hundred and seventy-two

In Pursuance of The Short Forms of Conveyances Act

Between

AXLER & PALMER LIMITED, a Corporation incorporated
under the laws of the Province of Ontario, and
JOSEPH L. AXLER as Trustee, and
JOSEPH L. AXLER of the City of Toronto in the Municipality
of Metropolitan Toronto; hereinafter called the Grantors
of the First Part

- and -

CASTLE ROCK INVESTMENTS LIMITED

hereinafter called the Grantee
of the Second Part

- and -

RUTH ELAINE AXLER

Wife of the said Grantor hereinafter called the party
of the Third Part

- and - HEATHERCREST HOLDINGS LIMITED and GUSHARK REALTY
LIMITED, hereinafter called the Parties,
of the Fourth Part.

Witnesseth that in consideration of other good and valuable consideration

and the sum of TWO ————— (\$2.00) ————— Dollars
of lawful money of Canada now paid by the said Grantee to the said
Grantors (the receipt whereof is hereby by acknowledged),
the said Grantors Do Grant unto the said Grantee in fee simple.
All and singular these certain parcels or tracts of land and premises
situate lying and being

In the Township of Tiny in the County of Simcoe as more particularly described
in Schedule 'A' hereto annexed, and in Schedule "B" hereto annexed.

WHEREAS certain of the lands are owned by Axler and Palmer Limited,
Joseph Axler as Trustee, and Joseph Axler personally, and all the vendors join in, in
this Deed to convey all their title and interest in all of the said lands as set out in
Schedule 'A' hereto attached, and in Schedule "B" hereto attached.

To have and to hold unto the said Grantee its ^{successors} heirs and
assigns, to and for its and their sole and only use for ever. Subject
nevertheless to the reservations, limitations, provisos and conditions,
expressed in the original grant thereof from the Crown.

SUBJECT to a vendor's lien reserved, securing the unpaid balance
of the purchase price, to which the said lien is collateral
security, being a mortgage executed by the purchaser ~~either~~
in favour of Axler & Palmer Limited and Joseph L. Axler,
as Trustee, and Joseph L. Axler, a discharge of which mortgage
shall constitute a discharge of this vendor's lien and a
partial discharge of which mortgage shall pro tanto constitute
a discharge with respect to such lands as are so discharged,
of this vendor's lien.

SCHEDULE "A"

ALL AND SINGULAR those certain parcels or tracts of land situate, lying and being in the Township of Tiny, in the County of Simcoe, in the Province of Ontario and being more particularly described as follows:

FIRSTLY:

In the Township of Tiny, in the County of Simcoe, on Plan 1263 and being the whole of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10. TOGETHER WITH AN EASEMENT, a right, licence or right in the nature of an easement in perpetuity in favour of the Grantee, its successors and assigns of any of the lots described aforesaid, their occupants and invitees to have access to and enjoy the use of those lands being in the Township of Tiny, in the County of Simcoe and being FIRSTLY the whole of Blocks C, D, O, P, and Q, Plan 1371, in the County of Simcoe, and SECONDLY the whole of Blocks E, F and G, Plan 1385, in the County of Simcoe.

SECONDLY:

In the Township of Tiny, in the County of Simcoe on Plan 1371 - Page 2, and being the whole of Lots 19, 20, 53, 54, 55, 56, 57, 58, 59, 60, 68, 69, 71, 72, 73, 74, 76, 81 and Block A. TOGETHER WITH AN EASEMENT, a right, licence or right in the nature of an easement in perpetuity in favour of the Grantee, its successors and assigns of any of the lots described aforesaid, their occupants and invitees to have access to and enjoy the use of those lands being in the Township of Tiny, in the County of Simcoe and being FIRSTLY the whole of Blocks C, D, O, P, and Q, Plan 1371, in the County of Simcoe, and SECONDLY the whole of Blocks E, F and G, Plan 1385, in the County of Simcoe.

THIRDLY:

In the Township of Tiny in the County of Simcoe on Plan 1371 - Page 1 and being the whole of Lots 442, 443, 444, 445, 446, 452, 453, 454, 455, 456, 457, 458, 459, 466, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 494, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 508, 509, 512, 513, 514, 515, 516, 517, 518, 519, 520, 522, 523, 525, 526, 527, 528, 529, 530, 531, 532.

Same wording
throughout

Block C
is the land
involved with
the 538,000.00
charitable tax
receipt.

533, 534, 535, 536, 538, 539, 540, 541, 542, 543, 544, 545, 567, 568, 569, 570, 571, 572, 573, 574, 576, 577, 578, 579, 580, 581, 582, 584, 585, 586, 587, 588 and 589.

TOGETHER WITH AN EASEMENT, a right, licence or right in the nature of an easement in perpetuity in favour of the Grantee, its successors and assigns of any of the lots described aforesaid, their occupants and invitees to have access to and enjoy the use of those lands being in the Township of Tiny, in the County of Simcoe and being FIRSTLY the whole of Blocks C, D, O, P and Q, Plan 1371, in the County of Simcoe, and SECONDLY the whole of Blocks E, F and G, Plan 1385, in the County of Simcoe.

FOURTHLY:

In the Township of Tiny, in the County of Simcoe on Plan 1385 and being the whole of Lots 101, 102, 103, 104, 105, 111, 112, 113, 114, 115, 116, 118, 124, 125, 126, 127, 128, 129, 130, 131, 132, 140, 141, 142, 143, 144, 145, 146, 147, 153, 155, 156, 157, 158, 159, 167, 168, 169, 170, 171, 172, 174, 180, 182, 183, 184, 267, 268, 269, 271, 272, 366, 367, 368, 430, 431, 432, 435, 436, 437, 438, 439 and 440. 9.

TOGETHER WITH AN EASEMENT, a right licence or right in the nature of an easement in perpetuity in favour of the Grantee, its successors and assigns of any of the lots described aforesaid, their occupants and invitees to have access to and enjoy the use of those lands being in the Township of Tiny, in the County of Simcoe and being FIRSTLY the whole of Blocks C, D, O, P and Q, Plan 1371, in the County of Simcoe and SECONDLY the whole of Blocks E, F and G, Plan 1385, in the County of Simcoe.

FIFTHLY:

In the Township of Tiny, in the County of Simcoe on Plan 1386 and being the whole of Lots 185, 189 and 190. 3

TOGETHER WITH AN EASEMENT, a right, licence or right in the nature of an easement in perpetuity in favour of the Grantee, its successors and assigns of any of the lots described aforesaid, their occupants and invitees to have access to and enjoy the use of those lands being in the Township of Tiny, in the County of Simcoe and being FIRSTLY the whole of Blocks C, D, O, P and Q, and SECONDLY the whole of Blocks E, F and G, Plan 1385, in the County of Simcoe.

SCHEDULE "B"

REFERENCE NO. 8848-E1

Parts of Lots A, B, C & D, Concession 20,
Parts of Lots A, D, E, F, & G, Concession 19,
Parts of Lots E & G, and all of Lot F, Concession 18,
and Parts of Lots E, F, & G, Concession 17,
all in the Township of Tiny, in the County of Simcoe,
Province of Ontario.

ALL AND SINGULAR those certain parcels or tracts of land and premises situate, lying and being in the Township of Tiny, in the County of Simcoe, in the Province of Ontario and being composed of Parts of Lots A, B, C and D and Part of the Road Allowance between Lots B and C, all in Concession 20, in the said Township, and Parts of Lots D, E, F and G, in Concession 19, Parts of Lots E, G and all of Lot F, Concession 18, and Parts of Lots E, F and G, in Concession 17, all in the said Township, and which said parcels of land are more particularly described as follows:

FIRSTLY: Parts of the said Lots A, B, C and D and Part of the Road Allowance between said Lots B and C closed by By-law No. 1361 of the Township of Tiny, all in Concession 20, in the said Township, and described as follows:

PREMISING that the southeasterly limit of the said Lot D has a bearing of North 58 degrees, 00 minutes, 30 seconds East and relating all bearings herein thereto;

COMMENCING at the southerly angle of the said Lot A;

THENCE North 30 degrees, 11 minutes, 30 seconds West along the southwesterly limit of the said Lot A, 1,513.50 feet more or less to its intersection with a southerly limit of lands laid out and established by a Plan registered in the Registry Office for the said County as Number 1371;

THENCE along the various southerly boundaries of the said lands laid out and established by Registered Plan 1371, the following bearings and distances:

North 59 degrees, 58 minutes, 30 seconds East 150.0 feet;

North 82 degrees, 37 minutes, 30 seconds East 77.21 feet;

South 59 degrees, 48 minutes, 30 seconds West 108.77 feet;

South 30 degrees, 11 minutes, 30 seconds East 90.19 feet;

North 68 degrees, 34 minutes East 150.0 feet;

North 48 degrees, 12 minutes, 40 seconds East 71.49 feet;

North 73 degrees, 19 minutes, 30 seconds East 150.0 feet;

North 03 degrees, 56 minutes, 30 seconds West 66.12 feet;

North 21 degrees, 31 minutes East 66.12 feet;

North 46 degrees, 59 minutes East 66.12 feet;

North 59 degrees, 43 minutes East 578.99 feet;

North 66 degrees, 56 minutes East 832.32 feet;

North 62 degrees, 23 minutes East 809.02 feet;

North 27 degrees, 37 minutes West 150.0 feet to the northeasterly angle of Lot 364 as shown on said Plan 1371;

THENCE Easterly along the southerly limit of lands laid out and established according to a Plan registered in the said Registry Office as Number 1385 the following bearings and distances:

North 62 degrees, 23 minutes East 167.11 feet;

TENTHLY:

In the Township of Tiny, in the County of Simcoe on Plan 1371, Page 2, and being the whole of Lots 52, 61 and 67, and Lot 7, TOGETHER WITH AN EASEMENT, a right licence or right in the nature of an easement in perpetuity in favour of the Grantee, its successors and assigns of any of the lots described aforesaid, their occupants and invitees to have access to and enjoy the use of those lands being in the Township of Tiny, in the County of Simcoe and being FIRSTLY the whole of Blocks C, D, O, P and Q, Plan 1371, in the County of Simcoe and SECONDLY the whole of Blocks E, F and G, Plan 1385, in the County of Simcoe.

ELEVENTHLY:

In the Township of Tiny, in the County of Simcoe, on Plan 1385, Page 1 and being the whole of Lots 110, 119 and 173. TOGETHER WITH AN EASEMENT, a right licence or right in the nature of an easement in perpetuity in favour of the Grantee, its successors and assigns of any of the lots described aforesaid, their occupants and invitees to have access to and enjoy the use of those lands being in the Township of Tiny, in the County of Simcoe and being FIRSTLY the whole of Blocks C, D, O, P and Q, Plan 1371, in the County of Simcoe and SECONDLY the whole of Blocks E, F and G, Plan 1385, in the County of Simcoe.

TWELFTHLY:

In the Township of Tiny, in the County of Simcoe, and being the whole of Blocks D, O, P and Q, all according to Plan registered in the County of Simcoe as Number 1371. SUBJECT, however, to an easement in favour of the owners and occupants from time to time of the lots on Plan 1371, 1385 and 1386, their occupants and invitees over the said Blocks.

THIRTEENTHLY:

In the Township of Tiny, in the County of Simcoe, and being the whole of Blocks E, F, and G, all according to Plan registered in the County of Simcoe as Number 1385.

SUBJECT, however, to an easement in favour of the owners and

occupants from time to time of the lots on Plan 1385, 1385 & 1386, their occupants and invitees over the said Blocks.

FOURTEENTHLY:

In the Township of Tiny, in the County of Simcoe, and being the whole of Block 1, according to Plan registered in the County of Simcoe as Number 1385.

1385

The said Grantors Covenant with the said Grantee That they have the right to convey the said lands to the said Grantee notwithstanding any act of the said Grantors.

And that the said Grantee shall have quiet possession of the said lands, free from all encumbrances.

And the said Grantors Covenant with the said Grantee that they will execute such further assurances of the said lands as may be requisite.

And the said Grantor Covenant with the said Grantee that they have done no act to encumber the said lands.

And the said Grantors Release to the said Grantee All their claims upon the said lands.

And the said wife of the said Grantor hereby bars her dower in the said lands.

In Witness Whereof the said parties hereto have hereunto set their hands and seals.

Signed, Sealed and Delivered
IN THE PRESENCE OF

AXLER and PALMER UNITED

JOSEPH L. AXLER of Trustee

JOSEPH L. AXLER

RUTH ELAINE AXLER

Ruth Elaine Axler

Dead-

~~The said Grantor Covenant with the said Grantees that he ha~~
the right to convey the said lands to the said Grantees notwith-
standing any act of the said Grantor.

~~And that the said Grantees shall have quiet possession of the said lands,~~
free from all encumbrances.

~~And the said Grantor Covenant with the said Grantees that he~~
will execute such further assurances of the said lands as may be requisite.

~~And the said Grantor Covenant with the said Grantees that he~~
has done no act to encumber the said lands.

~~And the said Grantor Release to the said Grantees all~~
claims upon the said lands.

WHEREAS the parties of the Fourth Part are the cestui que,
and the sole cestui que trust of Joseph Axler, as Trustee,
and are executing this document to indicate their affirmation
of the sale by the said trustee of all their right, title and
interest in the said lands.

In Witness Whereof the said parties, of the Fourth Part, have
caused their respective corporate seals to be hereunto affixed,
duly attested by the hands of their proper officers in that behalf.

Signed, Sealed and Delivered
In the presence of

HEATHERCREST HOLDINGS LIMITED

Per: 

GUSMARK REALTY LIMITED

Per: 

APPENDIX A TO AOE AND MARITAL STATUS

I/WE JOSEPH L. AXLER

of the City of Toronto

In the Municipality of Metropolitan Toronto

* If affiant
has been
married

make oath and say:

When I executed the attached instrument,

I/WE WAS at least eighteen years old.

* If affiant
has been
married

I was married / divorced / widowed.

RUTH ELAINE AXLER

was my wife / widow.

We were married to each other.

Witnessed by Joseph L. Axler and Joseph Axler are one and the same person.

The grantors in this deed are residents of Canada, under Section 116 of the Income Tax Act, Canada.

(AFFIRMAANT SWORN before me at the CITY

of Toronto In the Municipality of Metropolitan Toronto this day of 1972

[Signature]

[Signature]

* Where affiant, under the solemn oaths, "When I executed the attached instrument, I was at least eighteen years old, and I was married, divorced, widowed, and when I/WE executed the power of attorney, I/WE had reached the age of majority."

1972

Dated the 29th day of August 1972

AXLER & PALMER LIMITED a Company incorporated under the laws of the Province of Ontario, and JOSEPH L. AXLER as Trustee, and JOSEPH L. AXLER of the City of Toronto in the Municipality of Metropolitan Toronto;

TO

CASTLE ROCK INVESTMENTS LIMITED

P.O. Box 328
Toronto Rem. Centre

Address: Toronto 111

Deed of Land

SITUATE

Many Lots

Dye & Durham Co. Limited, 78 Richmond Street East, Toronto

ASSESSMENT ROLL NO.

ADDRESS OF PROPERTY:

[Signature]
Friedman, Burton and Elsep,
Suite 812, 101 Richmond Street West,
Toronto 110, Ontario.

PROPERTY OF THE
REGISTRY OFFICE

1972 OCT 3 PM 4 29

408199

NUMBER:

I certify that the within instrument is registered in the Registry Office for the Registry Division of the County of Simcoe

at 4:19 o'clock p.m. of the day of 1972

[Signature]
Registrar

| | |
|-------------------|-----------|
| REGISTRATION FEE | 135.00 |
| LAND TRANSFER TAX | 10.395.00 |