

July 6, 1983

Mr. Garo Martin
Holy Trinity Armenian Church
14 Woodlawn Ave. W.
Toronto, M4V 1G7
Canada

Dear Mr. Martin:

On Friday, June 24, 1983 the Primate and Diocesan Council received a report concerning the meeting held in Toronto on June 14, 1983 between Fr. Mampre Kouzouian and Mr. Edward Chapien, our Diocesan attorney with members of the Holy Trinity Parish Council and their attorney.

The meeting was held to discuss the agreement being drawn between the Holy Trinity Parish and the AGBU regarding the building of a new church complex on property owned by the AGBU.

The decision made by the Primate and Diocesan Council after hearing the report was as follows:

That the land, its buildings, and the activities of the church should be free from any and all restrictions; (especially those restrictions imposed by outside non-church affiliations) and further that the recommendations stated by Mr. Edward Chapien in his correspondence to the Primate dated June 21, 1983 be accepted concerning the latest proposed draft agreement submitted to the Primate and Diocesan Council for approval.

1. Any deposit on the contract to be made by the Parish should not exceed 10% of the purchase price.
2. The contract should provide that the deposit be held in escrow by AGBU's attorneys and deposited in an interest bearing account.
3. The contract should provide that in the event it is not consummated without the Parish's fault, the deposit be returned with interest. (See paragraphs 3, 5 and 9)
4. The last two (2) sentences in paragraph "11" should be deleted as they impose restrictions upon the extent of the structure which the Parish may erect upon the parcel. However, if the Parish can present cogent and convincing reasons why it is willing to accept such restrictions, then such reasons should be considered in determining whether said sentences should be deleted.
5. Paragraph "12" should be deleted since it is restrictive and an encumbrance on the Parish's title. It may also be redundant in that paragraph "11" states that the Parish represents and warrants that it will erect a church on the parcel.
6. Paragraph "13" is a further restriction and encumbrance upon the Parish's title and should be deleted.
7. The contract should provide that it will be subject to the approval of the Diocesan Council and Board of Trustees and the Holy Trinity Parish Assembly.

It is the concern of the Primate and the Diocesan Council that the decisions stated above be incorporated immediately in the proposed draft agreement to be submitted.

Respectfully yours,

Frank Avakian Stoneson
Executive Director

cc: His Eminence Archbishop Torkom Manoogian, Primate
Rev. Fr. Mampre Kouzouian, Diocesan Council Chairman
Mr. Edward Chapian, Attorney

FAS:mb