

Copy sent to S. T. Chelengian on 9/24/82

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AREA CODE 212
961-8444

September 22, 1982

Mr. Frank Stoneson
Executive Director
Diocese of the Armenian Church of America
630 Second Avenue
New York, New York 10016

Re: AGBU of Canada, Inc. and Holy Trinity Church

Dear Frank:

In reply to your letter dated September 16, 1982 which I received on September 20, I make the following comments with regard to the agreement enclosed with your said letter:

- ✓ 1. Page 2, ¶5. At the third line, after the word "orders", the word liens should be inserted.
- ✓ 2. Page 3, continuation of ¶5. After the word "deduction", the following clause should be added: and Union shall reimburse Church for net cost of title examination and cost of survey, if any.
- ✓ 3. Page 4, ¶12. I question the wisdom of reselling the property to the Union at the price paid for it by the Church.
- 4. Page 6, ¶18. It is always dangerous to make time of the essence in any contract, because if the agreement cannot be performed on the indicated date, the party failing to perform may be liable for damages. A time of the essence contract does not permit any adjournments, without the consent of the other party.
- 5. Page 7, ¶21. Paragraphs "6" and "7" should be added as paragraphs which will survive the closing. Paragraph 6 is a representation which is vitally important to the Church. If this representation is not true, then the Church would be unable to build on the subject premises. Paragraph 7 is important to survive the closing in the event that Union fails to remove all existing encumbrances prior to the closing of title. Obviously, Church should never close title until all encumbrances have been removed.

Mr. Frank Stoneson

- 2 -

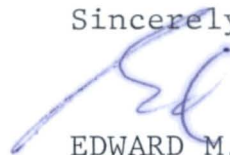
September 22, 1982

6. Second page of the Modifications and Additions, ¶4e. There should be no prohibition of the Church mortgaging the property for any reason whatever. Mortgaging may become important when the Church commences construction at which time it will require, probably, a construction loan and a permanent mortgage. There is no cogent reason why the Church should first obtain the written consent of Union before giving a mortgage as aforesaid.

It is possible that all of the foregoing comments may have been considered by the parish; however, if they have not been so considered, they should be taken under advisement before closing.

With kind regards, I remain,

Sincerely yours,



EDWARD M. CHAPIAN

EMC:cm



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HOLY TRINITY ARMENIAN CHURCH

Pumiatk

PARISH OFFICE 924-6514
AUDITORIUM 923-0081

September 1, 1982

Mr. Frank Stoneson
Executive Director
Diocese of The Armenian Church
630 Second Avenue
New York, N.Y. 10016

Dear Mr. Stoneson:

Enclosed is the second draft of the Agreement with Armen-Ontario as revised and negotiated between the Parish Council and the executive committee representatives of that organization.

Except for slight additional amendments to the present copy which supersedes the previous one already sent to you, the Agreement incorporates the major requirements formulated with regard to easement, right of way and parking facilities. The financial aspect is deemed fairly consistent with the parish council's projection of cost for that property.

We request that any major or minor objections to the Agreement be brought to our attention before September 15, 1982, as the closing day for such Agreement is October the 1st, 1982. / ?

In relation to Mr. Caro Martin's inquiry with the Diocesan office for plans of the old church building, we would like to acknowledge that Mr. Martin has been appointed by the Parish Council as Chairman of the Finance Committee and in charge of investigating revenue producing possibilities for the present church property as recommended by the Primate. He is therefore duly authorized to conduct relevant studies in that respect.

We hope to hear from you at the earliest time with regard to the Agreement, and remain,

Sincerely yours,

T. Zabunian
T. Zabunian
Secretary

S. Tchilingirian
S. Tchilingirian
Chairman

Modifications and Additions to the Draft Agreement hereto attached:-

Paragraph 2:

The transaction contemplated herein shall close on the 1st day of October, 1982 (the "Closing Date").

Paragraph 3:

Union hereby acknowledges receipt from the Church a deposit in the amount of \$100,000.00 (the "Deposit") which amount shall be credited against the Purchase Price upon completion of the transaction contemplated herein. In the event that this transaction is not completed, the Deposit shall be forthwith returned to Church without any deduction and with 15% interest if due to default on the Union's part.

Paragraph 4:

The balance of the Purchase Price, subject to adjustment for realty taxes and carrying charges as per schedule attached only, shall be paid by certified cheque on the Closing Date. For the purposes of this part, "realty taxes" shall not include local assessments for improvements, and the said realty taxes shall be adjusted on the closing Date as if the Church Lands consisted of 27.1% of the Union Lands. Upon the Church Lands being separately assessed by the Borough of Scarborough, the parties hereto agree to readjust the said realty taxes in a manner consistent with the said reassessment.

Paragraph 9: (last sentence)

In the event that the said terms and conditions are not complied with on or before the Closing Date, this Agreement shall be null and void and the Deposit shall be returned to Church without deduction.

Paragraph 11:

Church represents and warrants that it shall construct and operate upon the Church Lands the new building of Holy Trinity Armenian Church as per the attached site plan, consisting of a Church, a multipurpose hall or halls, ancillary offices and other church-related facilities, all of which construction is hereinafter referred to as the "Church Building".

Paragraph 12:

In the event that the Church Building is not erected and the Church at any future time desires to sell all or part of the Church Lands, it must first offer the said lands to Union at the purchase price. Union shall have 30 banking days from the date of delivery of such offer to sell to accept or reject such offer and to communicate such decision to Church. In the event that Union rejects Church's offer to sell, all rights of Union under this paragraph shall cease only for this particular transaction.

Paragraph 16: (last sentence)

Such agreement will be in force when Church occupies and takes possession of the said building.

Additions

Paragraph:

In consideration of possible future necessity for increased parking facility to be mutually agreed to, Church and Union shall share the cost of such facility in such an eventuality on a 50% basis each.

Paragraph: (paragraph 3 from Union Draft Agreement)

Property is to be used by Church solely for its own purposes as a church and for no other purposes and by no other religious body and the deed to the property shall contain a restrictive covenant to this effect for the benefit of the remaining lands and premises adjacent to Property owned by Union. The deed shall be executed by both Union and Church.

Paragraph: (paragraph 4e)

If Church licences, leases or parts with sole and exclusive possession of the whole or any part of the Property, or if the Church mortgages or in any manner encumbers the Property and Church hereby covenants and agrees with Union not to do any of the aforesaid without written ~~permission~~ consent in writing of Union. Union agrees to similar covenant with respect to Church.

Paragraph: (taken from 14)

Both Parties hereto are non-profit organizations. Union is selling property to Church at its cost solely because it wants Church to build a Church Building and use property as a Church.

THIS AGREEMENT made this day of , 1982.

BETWEEN:

ARMENIAN GENERAL BENEVOLENT UNION OF CANADA, INC., a corporation incorporated under the laws of the Province of Ontario,

(hereinafter referred to as «Union»)

- and

HOLY TRINITY ARMENIAN CHURCH OF TORONTO, a church incorporated under the laws of the Province of Ontario,

(hereinafter referred to as «Church»)

WHEREAS Union owns the lands and premises more particularly described in Schedule «A» hereto (the «Union Lands»);

AND WHEREAS Union desires to sell and Church desires to purchase that part of the Union Lands consisting of approximately 0.974 acres (the «Church Lands») as outlined in the sketch attached hereto as Schedule «B»;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and promises herein contained the parties hereto agree as follows:

1. Church agrees to purchase and Union agrees to sell the Church Lands for a total purchase price (the «Purchase Price») of Two Hundred and Sixty Thousand Dollars (\$260,000.00).

2. The transaction contemplated herein shall close on the 1st day of September, 1982 (the «Closing Date»).
3. Union hereby acknowledges receipt from Church of a deposit in the amount of \$100,000.00 (the «Deposit») which amount shall be credited against the Purchase Price upon completion of the transaction contemplated herein. In the event that this transaction is not completed, the Deposit shall be forthwith returned to Church with 15% interest and without deduction.
4. The balance of the Purchase Price, subject to adjustment for realty taxes only, shall be paid by certified cheque on the Closing Date. For the purposes of this part, «realty taxes» shall not include local assessments for improvements, and the said realty taxes shall be adjusted on the Closing Date as if the Church Lands consisted of 27.1% of the Union Lands. Upon the Church Lands being separately assessed by the Borough of Scarborough, the parties hereto agree to readjust the said realty taxes in a manner consistent with the said reassessment.
5. Church shall have thirty days following the date of execution hereof to examine title to the Union Lands at its own expense and to satisfy itself that there are no outstanding work orders or deficiency notices affecting the property. If within that time any valid objection to title is made in writing to Union which Union is unable or unwilling to remove and which Church will not waive, this agreement shall, notwithstanding any intermediate negotiations in respect of such

objections, be null and void and the Deposit shall be returned to Church with 15% interest and without deduction. Save as to any valid objections made within such time Church shall be conclusively deemed to have accepted title of Union. Union hereby consents to the Borough of Scarborough releasing to Church details of all outstanding municipal work orders of deficiency notices affecting the Union Lands.

6. Union represents and warrants that the Church Lands are presently zoned to permit the construction of a Church and multipurpose hall or halls, offices and other church-related facilities.

7. Union hereby agrees to remove all existing encumbrances against the Union Lands, registered or unregistered, save and except such easements or rights-of-way as may be necessary to service the Church Lands and/or the Union Lands, provided that any encumbrances required for servicing the Union Lands shall not interfere with or prevent the development of the Church Lands.

8. At any time prior to the Closing Date Church or its agents or representatives may enter the Church Lands for the purposes of conducting soil tests and/or surveying the said Lands provided that Church shall indemnify and save harmless Union from any costs, claims or expenses arising therefrom.

9. The parties hereto acknowledge that a consent to sever the Union Lands has been granted by the Committee of Adjustment of the

Borough of Scarborough, subject to certain terms and conditions. Church covenants and agrees to proceed diligently at its sole expense to fulfill the terms and conditions of the said consent on or before the Closing Date. Without limiting the generality of the foregoing, Church shall request and pay for the preparation of all necessary surveys, Reference Plans and/or legal descriptions. In the event that the said terms and conditions are not complied with on or before the Closing Date, this Agreement shall be null and void and the Deposit shall be returned to Church with 15% interest and without deduction.

10. Church and Union each represent and warrant that neither is a non-resident of Canada within the meaning of s.116 of the Income Tax Act (Canada).

11. Church represents and warrants that it shall construct and operate upon the Church Lands a Church, a multipurpose hall or halls, ancillary offices and other church-related facilities, all of which construction is hereinafter referred to as the «Church Building».

12. In the event that Church at any future time desires to sell all or part of the Church Lands, it must first offer the said lands to Union at the purchase price. Union shall have seven banking days from the date of delivery of such offer to sell to accept or reject such offer and to communicate such decision to Church. In the event that Union rejects Church's offer to sell, all rights of Union under this paragraph shall cease.

13. Following the Closing Date, Church shall proceed to construct upon the Church Lands the Church Building. Church covenants and agrees that during such construction:

- (a) the construction site will be reasonably enclosed within such barricades as are required by municipal or other governmental laws;
- (b) Church shall keep the construction site and the Union driveways and remaining Union Lands reasonably clear of debris;
- (c) Church shall repair any damage done to the remaining Union Lands arising out of the construction taking place on the Church Lands.

14. Union shall, during the period of construction referred to in paragraph 11, permit Church, its employees and agents to obtain access to the Church Lands through the access roads outlined on Schedule «C» hereto.

15. The deed to Church shall include a grant of right-of-way for the purpose of pedestrian and vehicular traffic over the lands outlined in red on the attached Schedule «D», together with an easement for vehicular parking over the lands outlined in yellow on the said Schedule «D». The said deed shall be subject to a grant of right-of-way in favour of Union for the purpose of pedestrian and vehicular traffic over the lands outlined in blue on the attached Schedule «D», together with an

easement for vehicular parking over the lands outlined in pink on the attached Schedule «D».

16. The parties hereto agree to enter into a parking and driveway maintenance agreement prior to or forthwith following the Closing Date wherein each party shall agree to provide all maintenance to parking areas and driveways located upon its lands, and to maintain such parking areas and driveways in a state of good repair. Each party shall pay for one-half of the cost of maintenance to the parking areas and driveways which are subject to rights-of-way in favour of the other party. The said maintenance costs shall include snow removal and maintaining and replacing asphalt and resurfacing. Such agreement will be in force when Church Building is completed and client takes possession of said building.

17. The deed or transfer shall, save for the Land Transfer Tax Affidavits, be prepared in registrable form at the expense of Union.

18. Time shall in all respects be of the essence hereof provided that the time for doing or completing any matter provided for herein may be extended or abridged by an agreement in writing signed by Vendor and Purchaser or by their respective solicitors who are hereby expressly appointed in this regard.

19. Any tender of documents or money hereunder may be made upon Vendor or Purchaser or their respective solicitors on the Closing Date. Money may be tendered by bank draft or cheque certified by a chartered bank, trust company or Province of Ontario Savings Office.

