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FLUSHING, N.Y. 11354

AREA CODE 212  
961-8444

November 10, 1982

Mr. Frank Stoneson  
Diocese of Armenian Church  
630 Second Avenue  
New York, NY 10016

Re: Holy Trinity Church, Toronto

Dear Frank:

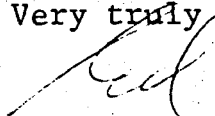
In response to your letter of November 4, 1982, I make the following comments with regard to the amendment draft agreement between Holy Trinity and the AGBU:

1. Relative to Paragraph "4", is there any justification for the Church to pay the Union's bank carrying charges. ?
2. Relative to Paragraph "7", what is "easement for services". If this means utility easements, there would be no problem. However, if not, an explanation is in order.
3. Relative to Paragraph "22", as stated in my letter to you dated September 22, 1982, the Church should not agree to "time of the essence" unless it is, without a doubt, beneficial to the Church.
4. Relative to Paragraph "26", I do not really understand the necessity for this particular paragraph. Why should the Church question the validity of the contract which has been approved by the Church as well as the Diocesan Council. The reference to Paragraph "16" does not contain anything relative to the repurchase terms.

Except for the foregoing and the comments I had made in my letter dated September 22, 1982, I find no further problems with the agreement.

I am enclosing herewith a form letter from Kaufman, etc., together with a form of questionnaire referred to therein. Please fill out the questionnaire and mail it directly to Kaufman, etc. With kind regards, I remain

Very truly yours,

  
EDWARD M. CHAPIAN

ENC.  
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One Thousand Nine Hundred and Eighty-Two.

BETWEEN:

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

hereinafter called the "UNION" of the FIRST PART,

-and-

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

hereinafter called the "CHURCH" of the SECOND PART.

WHEREAS UNION owns the lands and premises more particularly described in Schedule "A" attached hereto (hereinafter called 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 (hereinafter called the "CHURCH lands") as outlined in the Sketch attached hereto as Schedule "B";

AND WHEREAS the parties are entering into this Agreement to regulate the terms and conditions of the purchase and sale of the CHURCH lands.

IN CONSIDERATION of the aforesaid and other good and valuable consideration, the parties hereto mutually covenant and agree with one another as follows:

1. CHURCH agrees to purchase and UNION agrees to sell the CHURCH lands for a total purchase price (hereinafter called the "Purchase price") of TWO HUNDRED and SIXTY THOUSAND DOLLARS (\$260,000.00).
2. The transaction contemplated herein shall close on the 15th day of November, 1982 (hereinafter called the "closing date").
3. UNION hereby acknowledges receipt from CHURCH of a deposit in the amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) (hereinafter referred to as 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 through no fault of CHURCH, the

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deposit shall be returned forthwith to CHURCH, along with fifteen percent (15%) interest from the date of receipt of the deposit by UNION and without deduction. In the event that this transaction is not completed because of the fault of CHURCH, UNION shall return to CHURCH the sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) less bank carrying charges paid by UNION on the sum of ONE HUNDRED and SIXTY THOUSAND DOLLARS (\$160,000.00) from June 1st, 1981, to the date of the termination of this Agreement as set out in Schedule "C" attached hereto and without any further deduction.

4. The balance of the purchase price shall be paid by certified cheque on the closing date, subject to adjustment for realty taxes and a credit to UNION for bank carrying charges paid by UNION on the sum of ONE HUNDRED and SIXTY THOUSAND DOLLARS (\$160,000.00) from June 1st, 1981, to the date of the closing of the transaction as set out in Schedule "C" attached hereto. For purposes of the closing of this transaction, "realty taxes" shall not include local assessments or improvements and the 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 re-adjust the said realty taxes, if necessary, in a manner consistent with the said re-assessment.

↙  
Taxes  
Land only  
Not building

5. CHURCH shall have fifteen (15) days following the date of execution hereof to examine title to the CHURCH 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 fifteen (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 or 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 multi-purpose hall or halls, offices and other Church-related facilities.

7. UNION hereby agrees to remove all existing encumbrances against the CHURCH 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. If, for any reason, a Discharge of any encumbrance is not available on the closing of this transaction, CHURCH agrees to accept the personal Undertaking of the Solicitors for UNION to obtain and register a Discharge of same forthwith after closing. CHURCH covenants and agrees to grant to UNION an easement for services on the CHURCH lands which connect to and service UNION lands and to permit UNION and its agents the right to enter on CHURCH lands at all times to repair the said services.

8. At any time prior to the closing date, CHURCH or its agents or representatives may enter the CHURCH lands for 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 own expense to fulfil 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 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. If the terms and conditions are not complied with through no fault of CHURCH, UNION shall forthwith return to CHURCH its deposit with fifteen per cent (15%) thereon and without deduction. In the event that the terms and conditions are not complied with because of the fault of CHURCH, UNION shall return to CHURCH its deposit less bank carrying charges paid by UNION on the sum of ONE HUNDRED AND SIXTY THOUSAND DOLLARS (\$160,000.00) from June 1st, 1981, to the date of the termination of the Agreement as set out in Schedule "C" attached hereto and without further deduction.

10. CHURCH and UNION each represent and warrant that neither is a non-resident of Canada within the meaning of Section 116 of The Income Tax Act of Canada.

11. CHURCH represents and warrants that it shall construct and operate upon the CHURCH lands a building known as HOLY TRINITY ARMENIAN CHURCH as per the attached site plan marked as Schedule "B" consisting of a CHURCH, a multi-purpose hall or halls, ancillary offices and other Church-related facilities all of which construction is hereinafter referred to as the "CHURCH Building". IT IS UNDERSTOOD AND AGREED THAT the CHURCH Building shall have a maximum of 28,000 square feet and a main hall which shall not exceed 3,250 square feet, ~~inclusive of stage, foyer and head table areas.~~ IT IS UNDERSTOOD AND AGREED that UNION must approve in writing, any changes to the aforesaid restrictions, which approval shall not be unreasonably or arbitrarily withheld.

12. CHURCH lands are 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 from UNION to CHURCH shall contain a restrictive covenant to this effect for the benefit of the UNION lands adjacent to the CHURCH lands. The Deed shall be executed by both UNION and CHURCH.

13. UNION shall at all times have the right to re-purchase CHURCH land from CHURCH on sixty days' notice in writing, on an

all cash basis, upon payment of the original purchase price of TWO HUNDRED AND SIXTY THOUSAND (\$260,000.00) DOLLARS, plus interest at the rate of Ten per cent (10%) per annum, non-compounded, subject to the usual adjustments, free and clear of all encumbrances and liens, in the event that fifty per cent (50%) of the church building is not erected within ten (10) years of the closing date of the transaction herein. It is agreed that the percentage of erection shall be measured or determined on the basis of the total construction cost of the church building. In the event that more than fifty per cent (50%) of the church building has been completed, and in the event of CHURCH receiving a bona fide offer from a third party to purchase CHURCH lands and building, UNION shall be entitled to a first right to purchase the CHURCH lands and building for the same price and the same terms as are contained in the offer obtained by the CHURCH from the third party. UNION shall have ~~ten~~<sup>60</sup> (10) days after receipt of a copy of third party's offer to elect to purchase CHURCH lands and building and to so advise CHURCH in writing, failing which UNION'S right of first refusal contained herein shall be at an end. PROVIDED that CHURCH shall be entitled to transfer title to lands or buildings to the Diocese of the Armenian Church.

14. IN THE EVENT that UNION receives a bona fide offer from a third party to purchase UNION lands or building, CHURCH shall be entitled to a first right of purchase for the same price and the same terms as are contained in the offer obtained by UNION from the third party. CHURCH shall have ~~ten~~<sup>60</sup> (10) days after receipt of a copy of third party's offer to elect to purchase UNION lands and building and to so advise UNION in writing, failing which CHURCH'S right of first refusal contained herein shall be at an end. PROVIDED that UNION shall be entitled to transfer title to lands or buildings to the Diocese of the Armenian Church.

15. CHURCH agrees and warrants that it shall use CHURCH lands and CHURCH building primarily as CHURCH and shall not lease,

# 15) could / should be deleted?  
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license or part with sole or exclusive possession of the whole or any part of CHURCH lands such that such lease, license or parting constitutes material change or departure from the CHURCH'S agreement and warranty to use the CHURCH lands primarily for a church and church related functions. The CHURCH further agrees that its main hall shall be used solely:

- (a) by CHURCH for church-related functions
- (b) by CHURCH related organizations for their social, cultural and religious functions and needs;
- (c) by Armenian social or cultural groups or organizations; and
- (d) in connection with weddings, baptisms or funerals conducted in the CHURCH or celebrations by members of the CHURCH.

IT BEING UNDERSTOOD AND AGREED that CHURCH shall not employ or permit catering in conjunction with uses of the main hall or events in the main hall, other than those set out above.

16. CHURCH covenants and agrees that during construction:

- (a) The construction site will be reasonably enclosed within such barricades as are required by Municipal or other Governmental By-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 UNION lands arising out of the construction taking place on CHURCH lands;
- (d) CHURCH shall ensure that the driveway shall be located as set out in the site plan;
- (e) Any flagpole must be relocated at location designated by UNION at CHURCH expense;
- (f) CHURCH must provide its own garbage enclosures and pick-up route provided that it obtains the written consent of UNION for the location of the garbage enclosures and the pick-up route, which consent shall not be unreasonably withheld;

- (g) CHURCH must not use the existing services of UNION but must provide its own services, e.g. hydro, water and gas;
- (h) CHURCH shall ensure that heavy traffic or construction machinery will not unreasonably obstruct UNION driveways or property.

17. UNION shall, during the period of construction referred to in PAR.11 permit CHURCH, its employees and agents to obtain access to the CHURCH land through the access roads outlined in Schedule attached hereto.

18. The Deed to CHURCH shall include a Grant of right-of-way for purposes of pedestrian and vehicular traffic over the lands outlined in red on the Schedule attached hereto as together with an easement for vehicular parking over the lands outlined in yellow on the said Schedule. 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 together with an easement for vehicular parking over the lands outlined in pink on the attached Schedule .

19. The parties hereto agree to enter into a Parking and Drive-way Maintenance Agreement prior to or forthwith following the closing date wherein each party shall agree to provide all maintenance to parking areas and drive-ways 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; hydro and water; maintaining and re-surfacing and replacing asphalt paving; insurance and light poles and fixtures. Such Agreement is to come into effect twelve (12) months after CHURCH commences construction of CHURCH building.

20. In the event that the parties hereto mutually agree to have increased parking facilities, the parties hereto shall share the cost of such parking facilities on a fifty per cent (50%) basis.



21. The Deed, save for the Land Transfer Tax Affidavits, must be prepared in registerable form at the expense of UNION.

22. Time shall in all respects be of the essence herein provided that the time for doing or completing any matter provided for herein may be extended or bridged by an Agreement, in writing, signed by both parties hereto or by their respective Solicitors who are hereby expressly appointed in this regard.

23. Any tender of documents or money hereunder may be made upon either party 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.

24. All of the terms and conditions of this Agreement shall not merge but shall survive the closing of the transaction and shall be registered against both CHURCH and UNION lands.

25. The parties hereby covenant and agree with each other to execute whatever additional documents may be necessary to give full effect to the terms of this Agreement.

26. Both parties hereto are non-profit organizations. UNION is selling CHURCH lands to CHURCH at its cost solely because it wants CHURCH to build a Church and use CHURCH lands for Church purposes. The parties confirm and agree that UNION would not have sold CHURCH land to CHURCH unless CHURCH had agreed to all of the terms and conditions of the within Agreement. CHURCH therefore, covenants and agrees not to contest the validity of this Agreement or any part thereof at any time or times. In the event that CHURCH does so contest this Agreement or any part thereof UNION shall have the right to re-purchase CHURCH lands and any buildings thereon in accordance with the provisions of par. ~~16~~<sup>(13)</sup> of this Agreement.

27. This Agreement shall constitute the entire Agreement between the parties 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.

28. Any Notice required to be given hereunder shall be sufficiently given if delivered to CHURCH at

or to UNION at

or, if mailed, by prepaid registered mail at the aforesaid addresses. If delivered, Notice shall be deemed received on the day of delivery and, if mailed by prepaid registered mail, Notice shall be deemed received on the second day following posting, save and except for Saturday, Sunday or statutory holidays.

29. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto subscribed their hand and seal this                      day of  
1982.

ARMENIAN GENERAL BENEVOLENT UNION  
OF CANADA INC.

per: \_\_\_\_\_  
Authorized signing officer

HOLY TRINITY ARMENIAN CHURCH OF TORONTO

per: \_\_\_\_\_  
Authorized signing officer