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DIOCESE OF THE ARMENIAN CHURCH OF AMERICA, 630 SECOND AVENUE, NEW YORK, N. Y. 10016 212 686-0710

Archbishop Torkom Manoogian, Primate

January 4, 1983

Mr. Sarkis Tchilingirian  
c/o Holy Trinity Armenian Church  
14 Woodlawn Avenue West  
Toronto, Ontario M4V 1G7  
CANADA

Dear Mr. Tchilingirian:

In early November we received the latest copy of the agreement between Holy Trinity Church, Toronto and the AGBU.

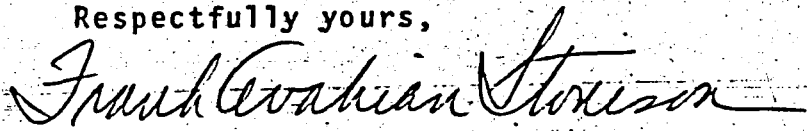
The Primate and the Diocesan Council have studied the terms of this agreement as well as the Diocesan attorney, Mr. Edward Chapien, and wish to advise you of changes they would like to see made with comments from you regarding certain paragraphs.

- A. Has the closing date of November 15, 1982 been revised as indicated in paragraph 2?
- B. What is the amount of deposit given to Union at the present time? If \$100,000, why is there reference to bank charges on \$160,000 as stated in paragraph 3 and 4? If more than \$100,000, please submit minutes of assembly approval.
- C. Relative to paragraphs 3 and 4, is there any justification for the church to pay the Union's bank carrying charges of \$160,000?
- D. In paragraph 5 please insert the word "LIENS" after work orders on line 3; and insert after the word "deduction," on line 9 the following: "and Union shall reimburse church for net cost of title examination and cost of survey, if any."

- E. Relative to paragraph 7, reference is made to "easement for services" on line 3. If this means utility easements, there would be no problem; however, if it is not, an explanation is in order.
- F. Relative to paragraph 11, please delete that portion commencing with "inclusive of" and ending with "of arbitrarily withheld" in the last sentence.
- G. Please delete paragraph 12 in its entirety.
- H. Relative to paragraph 13, the wisdom is questioned of reselling the property to the Union at the purchase price.
- I. Please clarify the legal intent of the last sentence in paragraph 13 and 14.
- J. Please delete paragraph 15 in its entirety.
- K. Please delete paragraph 16E and that portion of 16F after "church must provide its own garbage enclosures on its land and pick up route."
- L. Please submit the schedule referred to in paragraph 18 pertaining to right of way and final details.
- M. It is felt that the sentence in paragraph 19 stating "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 favor of the other party" shall make for disagreements and unpleasantry in the future.
- N. Relative to paragraph 22, the church should not agree to "time of the essence" unless it is without a doubt beneficial to the church.
- O. Relative to paragraph 26, the necessity of this paragraph is not understood. Why should the church question the validity of the contract which has been approved by the church as well as the Diocesan Council.

We shall appreciate your prompt attention to this matter with complete and accurate information so that we may finalize your needs.

Respectfully yours,



Frank Avakian Storeson  
Executive Director

FAS:kd  
Enclosure

cc: Archbishop Torkom Manoogian, Primate  
Father Mampre Kouzouian, Diocesan Council Chairman