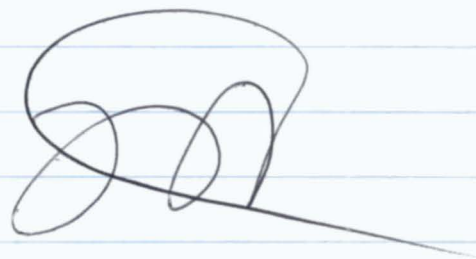


Sylvia

4/20/83

Please file  
Clipped together  
in Holy Trinity  
Toronto

A handwritten signature or set of initials in cursive, consisting of several loops and a long tail stroke extending to the right.



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HOLY TRINITY ARMENIAN CHURCH

Frank.

PARISH OFFICE 924-6514  
AUDITORIUM 923-0081

March 16, 1983

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

Re Agreement Draft With Armen-Ontario/AGBU

Dear Mr. Stoneson:

We have conveyed the recommendations and request for clarifications dated January 4, 1983, to our attorney Mr. Berj Papazian, and have since redrafted the proposed Agreement in consultation with the Diocesan Delegates, the Building Committee and members of the Parish Council. We have forwarded the copies of the draft, schedules and charts to your attention for distribution to the Diocesan Council members as per your request. Following are explanations and clarifications to your inquiries of January 4, 1983:-

- A. The closing date of November 15, 1983, has been revised, it is now open.
- B. The amount of deposit with the Union at the present time is \$100,000; and bank charges apply to the original balance of \$160,000, effective June 1, 1981.
- C. Justifications for paying bank carrying charges exist in our view and are given separately at the end of this letter.
- D. Technical and legal changes by our attorney.
- E. Easement for services refers to easement for utilities.
- F. Technical legal changes by our attorney.
- G. Clarification of restrictions on use of lands.
- H. Paragraph 13 clarifications re reselling property to Union.
- I. Entitlement of eventual transfer of property to Diocese.



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HOLY TRINITY ARMENIAN CHURCH

PARISH OFFICE 924-6514  
AUDITORIUM 923-0081

Continued

- J. Paragraph 15 deleted in entirety.
- K. Garbage enclosures are necessarily provided on church lands.
- L. Schedule pertaining to right of way submitted separately.
- M. Cost of maintenance of parking areas and driveways is deemed acceptable to us.
- N. Technical legal change by our attorney.
- O. Paragraph 26 deleted as redundant and confusing.

The parish council reviewed and studied the present draft and deems it acceptable as per a resolution on February 21, 1983, and will present it to a special parish assembly on March 20, 1983, for final review and approval.

Armen-Ontario has notified us that they would like an answer in this regard before April 5, 1983, after which they will consider negotiations having terminated.

We wish to submit this item including the various schedules, charts etc. to the Diocesan Council meeting of March 25, 1983, for your approval, and hence our submission of the draft to Armen-Ontario before April 5, 1983.

The payment of bank carrying charges by the church (subject to acceptance of parish assembly) is considered acceptable by us considering the time frame during which formalities and site plan design and approval were necessitated. Since the parcel of land was designated for the church use, and since the owner had agreed to sell it at cost, which they proposed should include cost of borrowing from the bank against the said parcel of land; and also in consideration of our capital earning interest in the corresponding period of time and also in consideration of the improvements on the original property such as paving, perimeter sidewalk construction, lighting installation, thus the differential cost ultimately is minimized and acceptable. The request for payment of bank carrying charges was made by Mr. Alex Manoogian who has personally pledged to bring his financial support to the new church project.

Kindly take all above items into consideration and inform us as soon as possible. We will communicate the decision of the Special Parish Assembly to you in the fastest manner before the Diocesan Council meeting of March 25, 1983.

Very truly yours,

  
S. Tchilingirian  
Chairman

  
T. Zabunyan  
Secretary



*Handwritten notes:*  
Up to 6 with 2 of 2  
1-3-83  
1-3-83

February 21, 1983

His Eminence  
Archbishop Torkom Manoogian,  
Primate of the Armenian Church  
of America (Eastern Diocese), and  
President of the Diocesan Council,  
630 Second Avenue,  
New York, N.Y. 10016

My name is Haroutun Orchanian, member of the Holy Trinity Armenian Church Parish Council of Toronto, Canada.

The reason of my letter is about our council meetings for the past few months. I find these contrary to our By-Laws and parliamentary rules.

1.- The parish council had taken decision to call a special parish meeting for Sunday, October 24th, 1982, to inform the members about the restrictions AGBU and Armen Ontario want the church to agree to, if we have to purchase the land. However, our chairman, Mr. Sarkis Tchilinguirian called the meeting off two weeks before, when all the invitations were ready to go, by calling a vote, and then assuming that if the absent members would have been in, they would have voted as he thought. While one member was in Armenia, the other in bed at home and another one at work (night shift), I found this illegal.

2.- On October 17th, 1982, we, the parish council members, in the presence of Rev. Father Housig Neshanian and Mr. Berge Papazian, church lawyer, while discussing the draft agreement and its paragraph 15 especially, we found it unacceptable, and with majority vote (5 in favor, 2 against and 1 abstain), we have deleted paragraph 15 and all of its restrictions. The chairman, Mr. S. Tchilinguirian was to inform the Diocesan Council to that effect since they were about to discuss the draft, a copy of which was in their possession. To my knowledge this did not happen, because when I asked the chairman the following week in the council if he had written to the Diocese, the reply was "No". The same day he promised to do so.

The following week when I asked him if the letter was sent, the reply I got was "Yes". I asked if it was possible to read it to the council, he said "It is in the files under "Diocesan" heading, and anyone can read it if he wishes". However, I could not find the so called letter, and the following week I asked him if he could find it. The answer was "Check with Mrs. T. Mamourian, the secretary, because she filed it". But the latter had no knowledge of it. So having my doubts and knowing our chairman's stand in the matter, who was unwilling to inform the Diocesan Council about our decision, on December 14th, 1982 I phoned the Diocese

and talked to Mr. Frank Stoneson, who informed me that there was no such letter. I then informed him of our decision of October 17th, 1982, which was to delete paragraph 15.

The chairman's role was to carry the majority's wishes, which was not done.

3.- On December 15th, 1982 parish council meeting, I presented the facts in writing and asked the secretary to insert it in the minutes. The chairman said that it was not possible, and as of February 16th, 1983, the minutes of December 15th, 1982 meeting have not been presented and approved for different reasons, which are unacceptable to me.

4.- I am enclosing a copy of a report handed to the members during the January 23rd special parish assembly. On the last paragraph "Proposal", the statement is totally untrue. There was no such resolution passed during the meeting of January 19th, 1983. Furthermore, when the parish asked for information, the chairman was not ready to give any, and with the help of Mr. H. Yessayan and Mr. Bedros Tchilinguirian of Armen Ontario, tried to tell them that there were no restrictions on the part of AGBU and Armen Ontario for the size and the use of the church and the social hall, which is totally misleading and untrue.

5.- On February 14, 1983, the chairman called a special meeting with the Building Committee and the Diocesan Delegates. The following members were present:

Messrs. Barkev Khojajian, Arthur Selyan, Alex Baltayan and Mourad Bahoudian from Building Committee.

Messrs. Hrant Souin, Bedros Kokorian, Levon Yazedjian, Delegates. Mr. H. Boyadjian, Fund Raising Committee, Mr. Berge Papazian, our Lawyer, and Mr. Setrag Adourian.

The chairman, S. Tchilinguirian then informed us that during his meeting of February 4, 1983 with Mr. Bedros Tchilinguirian of Armen Ontario, the latter had told him that the restrictions of Paragraph 15 be inserted in a different form and the carrying charges be accepted. At that time I advised the members that the Paragraph 15 has already been deleted during one of our parish council meetings, and we also had a letter from our Diocese in New York asking us to delete Paragraph 15 in its entirety, and that it is our duty, as parish council members, to execute the instructions given by the Primate and the Diocesan Council according to our By-Law Paragraph 33. After exchange of ideas, with majority of present, it was decided there should not be any restrictions. The chairman Sarkis Tchilinguirian instructed the lawyer, Mr. B. Papazian to write a new draft with no restrictions at all, and so the case was closed.

6.- After all these meetings,

- a) Parish Council decision of 5-2 vote of Oct. 17/82
- b) Letter from Primate and Diocesan Council
- c) Special Parish Assembly of Jan. 23/83

d) The last meeting of Feb. 14/83 with the Building Committee, Diocesan Delegates, our lawyer, parish council members and Mr. Adourian in favor of not having any restrictions attached to the land purchase deed, and to this effect the lawyer is already working on the draft;

our chairman Sarkis Tchilinguirian and Mr. H. Yessayan are not yet ready to accept the facts, so on February 16, 1983 meeting, they plotted another illegal tactic. The chairman Mr. Sarkis Tchilinguirian announced that he is appointing Mr. H. Yessayan as the chairman of the day, when Mr. Garo Martin objected that it was unorthodox to appoint someone else when the vice-chairman was present, but Mr. Tchilinguirian and Mr. Yessayan insisted that was the way they wanted, so not to have any arguments, we accepted.

After reading the minutes of February 9th, 1983 meeting, the chairman of the day, Mr. Yessayan proceeded with the day's business. I asked the chair why the minutes of the Monday, February 14th meeting were not read and if they were ready, and Mr. Yessayan told me that it will be done when we discuss the draft agreement later. But when Mr. Yessayan introduced the subject of the draft agreement, he started saying that despite of the fact that we have taken out the Paragraph 15, it has to be reinserted in the draft, because if we don't, it might be unacceptable by Armen Ontario or Mr. Alec Manoogian. I said there was a point of order, but Mr. Yessayan said there was no point of order and that he will not let me speak now, but when my turn comes. After my insisting and other council members' objections, he gave me the privilege to talk. I pointed out that Paragraph 15 had already been deleted by 5-2 vote and the Primate and the Diocesan Council have instructed us to do so. Furthermore, on Monday with the majority of the delegates and the building committee members, it was decided not to have restrictions. So if he wished to reopen the subject, it was supposed to be done with majority consent of the council to rescind and annul the previous vote. The chairman insisted there was no such by-law, and that I was trying to sabotage the church project, and since he was the day's chairman, he had the privilege to do anything he liked to.

Afterwards he asked if there was any objection just to review the Paragraph 15, and Mr. Toros Torossian and myself opposed by raising our hands. The chairman opened the subject, and after every one took time to talk about it and my turn came, he would not let me talk, because he said, I was opposed to review the subject, and that he knew already what I would say. The other council members pointed out to him that he had no authority to do so, but he insisted about it, so I asked the secretary to put that in the minutes and that I was going out of the room and that I did not recognize the legality of the meeting. At that moment Mr. Yessayan, the chairman of the day, started swearing and told me to get out of the room and not to come to any more meetings, and that he was free to do anything he wanted.

When I got out of the room and Mr. L. Khosrovian with me, Mr. Yessayan came after me shouting and swearing that I should not show my face in the council meetings any more, and also not to come to church any more, otherwise he will bring a resolution to have me kicked out from any further meetings, and also from the parish council.

✓ Mr. H. Yessayan stressed the fact that "Regardless of any decisions from the general assembly or any other meetings, the church shall be built beside the AGBU building, and we are going to accept all the restrictions, and no one can stop us".

I find that both these members, Mr. Sarkis Tchilinguirian and Mr. Haroutun Yessayan are working in favor of Armen Ontario rather than protecting the interest of our church, and therefore our meetings are becoming fights instead of discussions. Furthermore, it does not make any difference what has been decided during these meetings, because they are still doing whatever they have planned.

I bring this to your attention, trusting that you will find a better solution.

Your Grace  
I remain faithfully yours,



Haroutun Orchanian,  
Holy Trinity Toronto  
Parish Council Member.

cc. Chairman, D.C.N.Y.  
H. Souin, Diocesan Delegate



Holy Trinity Armenian Church  
Toronto, Ontario

Special Parish Assembly  
January 23, 1983

REPORT ON THE AGREEMENT DRAFT BETWEEN HOLY TRINITY ARMENIAN CHURCH  
AND ARMEN-ONTARIO OF AGBU INC.

Subsequent to the resolution of the Parish Assembly on February 17, 1980, to purchase from AGBU a designated parcel of land at Markham Road and Progress Court on which will be erected the new Holy Trinity Armenian Church; the parish council has proceeded to implment such resolution.

With a deep and firm commitment to bring the new church project to a swift realization, the parish council began negotiating the agreement draft presented by AGBU on May 1, 1982. With modifications and revisions by the Building committee & also under legal counsel from our attorney Mr. B. Papazian and in addition to general guidance of the Diocesan Council and its attorney Mr. E. Chapien, the parish council has formulated a final draft which will be presented to Armen-Ontario as an acceptable and fair agreement, subject to their acceptance.

The agreement draft, in addition to legal provisions related to severance, easement, right of way, construction safeguards, contains the following major elements:

The description and size of the parcel of land: Located at Markham Road and Progress Court in Scarboro with an area of 0.974 acre.

Cost of Purchase: With a deposit of \$100,000 already disbursed to Armen-Ontario, the remaining balance of \$160,000 is incremented by bank carrying charges incurred by Armen-Ontario beginning June 1, 1981, to \$210,757.70 as at December 31, 1982; to be adjusted on closing day of agreement.

Building: With the consent of the parish council and building committee, the new church building will occupy a gross floor area of 28,000 sq. ft., incorporating a social hall of about 4,300 sq.ft. not including the stage area, as per existing plans.

Parking and Maintenance: The mutual use of parking areas will involve a separate maintenance agreement which will be coming into effect 12 months after beginning of construction, on a 50/50 annual cost basis.

Restrictions concerning the social hall cannot be entertained by our church, however the usage of the main social hall for church-related and community functions will be coordinated with that of the Alex Manoogian Centre so as not to affect activities undertaken by AGBU, but rather make maximum use of the entire complex.

Proposal: To proceed and sign the final agreement as per a resolution to do so, passed by the parish council on its meeting of Wednesday, January 19, 1983; and obtain title to the said parcel of land as soon as possible.

Parish Council



(a) Two hundred and sixty thousand dollars (\$260,000.00)  
plus

(b) an amount equal to the bank carrying charges paid  
by UNION on the sum of \$160,000.00 from June 1, 1981  
to the date of closing this transaction, as set out  
in Schedule "C" attached hereto, (it being understood  
that UNION'S bank carrying charges as at September  
30, 1982 were \$43,744.54).

2. The transaction contemplated herein shall close on the day  
of 1983 (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) (herein-  
after referred to as the "Deposit") which amount shall be credited  
against the purchase price upon completion of the transaction  
contemplated herein. In the event this transaction is not completed  
or is terminated by any party for any reason whatsoever, the said  
deposit of \$100,000.00 shall be returned forthwith to CHURCH  
without interest or deduction.

4. The balance of the purchase price shall be paid by certified  
cheque on the closing date, subject to adjustment for realty taxes.

✓ 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 excluding UNION buildings.  
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.

LIENS

5. CHURCH shall have Thirty (30) 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 acts or negotiations in respect of such objections be null and void and the deposit shall be returned to CHURCH without interest and without deduction. SAVE as to any valid objections made within such time, and except for any objection going to the root of the title, 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.

15%  
Interest  
Added  
suggested  
changes  
are not followed

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 UNION lands. \* CHURCH covenants and agrees to permit UNION and its agents the right to enter on CHURCH lands at all times to repair the services which connect to and service

UNION lands. PROVIDED that UNION shall indemnify and save harmless CHURCH from any damages, costs, claims or expenses arising therefrom.

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. UNION covenants and agrees to proceed diligently to fulfil the terms and conditions of the said Consent on or before the closing date. CHURCH shall 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 and the deposit returned to CHURCH forthwith without interest or 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 substantially in accordance with the attached site plan marked as Schedule "B" consisting of a CHURCH, a multi-purpose hall or halls, ancillary offices and other related facilities

15%  
left out

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<sup>?</sup> square feet and a main hall which shall not exceed approximately 3300 square feet, excluding the stage area. IT IS UNDERSTOOD AND AGREED that UNION must approve in writing, any changes to the aforesaid restrictions and to Schedule "B" which approval shall not be unreasonably or arbitrarily withheld.

12. The Holy Trinity Armenian Church of Toronto shall be the only church, Armenian or otherwise,<sup>?</sup> entitled to own and operate CHURCH lands including any building constructed thereon pursuant to paragraph 11 herein. The Deed from UNION to CHURCH shall contain a restrictive covenant to this effect for the benefit of the UNION lands. The Deed shall be executed by UNION and CHURCH . The aforesaid restrictive covenant shall terminate upon CHURCH selling its lands in accordance with paragraph 13.

13. UNION shall at all times have the right to re-purchase CHURCH lands 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

not  
deleted

11?

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 thirty (30) 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 without entitling UNION to exercise its first right of refusal.

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 thirty (30) 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.

15. 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-law;

- (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 on CHURCH lands 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.

16. 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 access roads outlined in Schedule " " attached hereto.

17. 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 Schedule " " 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 " ".

18. The parties hereto agree to enter in 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.

19. 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.

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

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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            1983.

ARMEN-ONTARIO OF ARMENIAN  
GENERAL BENEVOLENT UNION INC.

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

HOLY TRINITY ARMENIAN CHURCH  
OF TORONTO

per: \_\_\_\_\_  
Authorized signing Officer

FIRSTLY

ALL AND SINGULAR that certain parcel or trace of land and premises situate, lying and being in the Borough of Scarborough, in the Municipality of Metropolitan Toronto, and being composed of Part of Lot 18, Concession 2, of the said Borough of Scarborough, now designated as Part 1 on Plan 64R-4859, being a plan of survey of record filed in the Land Registry Office for the Land Registry Division of Toronto Boroughs (No. 64) save and except for Part 4 on Plan 64R-8200.

SECONDLY

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Borough of Scarborough, in the Municipality of Metropolitan Toronto. being composed of that part of Lot 18, Concession 2, now designated as Part 2 on Reference Plan 64R-8200 deposited on the 22nd day of January 1980 in the Registry Office for the Registry Division of Toronto Boroughs (No. 64).

THIRDLY

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Borough of Scarborough, in the Municipality of Metropolitan Toronto and Province of Ontario and being composed of Part of Lot 18, Concession 2 and more particularly described as Part 4 on Reference Plan Number 64R-4859 deposited in the Land Registry Office for the Registry Division of Toronto Boroughs (No. 64) save and except for Part 6 on Plan 64R-8200.



6

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."

Executive Director

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 of the FIRST PART.

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 unpleasantness 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.

CHURCH agrees to purchase and UNION agrees to sell the  
Respectfully yours,

CHURCH lands for a total purchase price (hereinafter called the "Purchase price") of TWO HUNDRED AND FORTY DOLLARS (\$240.00)  
Frank Avakian  
Executive Director

FAS:kd  
Enclosure

cc: Archbishop Toros Manougian, Primate

Catholic Church of St. George

SALE OF ONE ACRE OF LAND AT 30 PROGRESS COURT TO  
HOLY TRINITY ARMENIAN CHURCH OF TORONTO  
OUTSTANDING AMOUNT RECEIVABLE FROM JUNE 1, 1981 TO DECEMBER 31, 1982

DAYS %	1	2	3	4	5	6	7	8	9	10	11	12	13
	JUNE 1/81	JULY 24	JULY 31	AUG. 6	SEPT. 4	SEPT.14	SEPT.21	OCT. 8	OCT. 16	NOV. 9	NOV. 12	NOV. 19	
	\$160,000.00												
53 20.00	4,646.57	164,646.57											
7 21.00		663.09	165,309.66										
6 21.75			591.03	165,900.69									
29 22.75				2,998.71	168,899.40								
10 22.25					1,029.59	169,928.99							
7 21.75						708.81	170,637.80						
17 21.25							1,688.84	172,326.64					
8 20.50								774.28	173,100.92				
24 20.00									2,276.39	175,377.31			
3 19.50										281.08	175,658.39		
7 18.00											606.38	176,264.77	
46 17.25												3,831.94	
												180,096.71	
	JAN.4/82	MAR.26	JUN.4	JUN.18	JULY 16	JULY 23	AUG. 6	AUG. 20	SEPT.30	OCT. 31	NOV. 30	DEC. 31	
	\$180,096.71												
81 16.50	6,594.49	186,691.20											
70 17.00		6,086.64	192,777.84										
14 17.50			1,293.98	194,071.82									
28 18.25				2,717.00	196,788.82								
7 17.75					669.89	197,458.71							
14 17.25						1,306.47	198,765.18						
14 17.00							1,296.05	200,061.23					
42 16.00								3,683.31	203,744.54				
31 14.25									2,465.86	206,210.40			
30 13.25										2,245.72	208,456.12		
31 13.00											2,301.58	210,757.70	