

EDWARD M. CHAPIAN
ATTORNEY AT LAW

258

39-01 MAIN STREET
FLUSHING, N.Y. 11354

AREA CODE 212
961-8444

October 21, 1983

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

RE: Holy Trinity - AGBU

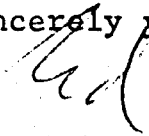
Dear Frank:

In reply to your letter of October 14, 1983, relative to the contract in the above matter, I find the same to be in order and conforming to the many changes we had required in the past.

My only comment is that the price seems to be excessive; but I am not familiar with Canadian real estate values.

With kind regards, I remain

Sincerely yours,


EDWARD M. CHAPIAN

EMC:fl

October 14, 1983

Mr. Edward Chapien
46-16 156th Street
Flushing, NY 11356

Dear Edward:

Enclosed please find a copy of the revised agreement between Holy Trinity Church of Toronto, Canada and AGBU regarding the purchase of land for a Church site.

It would be most appreciated if you would check the agreement over and make any necessary comments prior to our November 4, 1983 Diocesan Council meeting.

Respectfully yours,

Frank Avakian Stoneson
Executive Director

Encl.
FAS:mb

(1) Sept. 26. 1983
Dear Frank,

Rev. Father Blampre
Kanzoulau was here
at the invitation of
the Paraka Holy Cross
Church and celebrated
their "Baptism" Divine
Liturgy yesterday.

After the evening Bangat
we had a personal
talk on matters of
mutual interest.

I informed Rev. Fr.
Blampre about the
restriction of our
negotiations with
Women - Outlaws &

Dear that I was forwarding you a copy of the agreement to that you may obtain the Bureau's records of the Board of Trustees' approval of the same as stated in the letter attached to what \$310,000 of funds for the purpose as far as the use of the concerned in the use of the Bureau. All the other records are cleared by yours the office is under 3110-83. But I will clear the DCS next week 15 in Nov. 3. 1983. However, the Board

(3)

Receive your approval
before 31. 10. 83.

Please contact the
clerk the others
and do the needful
as soon as possible.

Thanks & Regards

Yours
Care



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 HOLY TRINITY ARMENIAN CHURCH

PARISH OFFICE 924-6514
 AUDITORIUM 923-0081

September 23 1983

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

Re: Purchase and Sale Agreement
 covering lands belonging to
 Armen-Ontarion of AGBU Inc.,
 Toronto.

Dear Mr. Stoneson,

Thank you for your letter of July 6 1983 regarding the above subject, which was duly received and contents noted.

The matter was actively reviewed by the Parish Council and in consultation with our Attorney here, we finalized an Agreement of Purchase and Sale covering the lands belonging to Armen-Ontario of AGBU Inc., here in Toronto, taking into consideration the views and recommendations conveyed to us in your abovementioned letter.

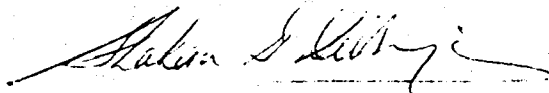
We take this opportunity of enclosing herewith a copy of the aforesaid Agreement for reference of the Diocesan Council and the Board of Trustees. As our offer is valid upto October 31, 1983 and the closing date for the transaction had been set on November 18 1983, it would be appreciated if you kindly obtain the formal approval of the Diocesan Council and the Diocesan Board of Trustees and forward the same to us as soon as possible.

Meanwhile we shall arrange for a Special Parish Assembly on October 23 1983, in order to also get the approval of the Parish Assembly for the said Agreement.

We await receipt of your further advice in the matter at the earliest opportunity and will, ofcourse, keep you advised of the final outcome of these negotiations in due course.

Yours truly,

Caro A. Martin
 Chairman


 Shahan G. Deirmenjian
 Secretary.

Enclosure:

CC. Mr. Sarkis Tchilinguirian, Secretary,
 Canadian Diocese of the Holy Apostolic Armenian Church.
 Toronto:



ONTARIO REAL ESTATE ASSOCIATION

AGREEMENT OF PURCHASE AND SALE

PURCHASER, Holy Trinity Armenian Church of Toronto, offers to buy from
 VENDOR, Armen-Ontario of Armenian General Benevolent Union Inc., ~~through Vendor's~~
~~AGENT~~, the following

PROPERTY: ~~XXXXXX~~ ~~XXXXXX~~ ~~XXXXXX~~
~~XXXXXX~~ ~~XXXXXX~~
~~and having a frontage of X~~ ~~XXXXXX~~ ~~XXXXXX~~ more or less and described as
 as set out in Schedule "A" to the attached agreement

at the PURCHASE PRICE of

TWO HUNDRED AND SIXTY THOUSAND----- Canadian Dollars (\$260,000.00)

on the following terms:

1. Purchaser submits with this offer TEN THOUSAND----- Dollars (\$10,000.00)
~~cash~~/cheque payable to Vendor's ~~Agent~~ as a deposit to be held by him in trust pending completion or other termination of this Agreement and to be credited towards the Purchase Price on completion.
2. Purchaser agrees to pay the balance on closing.

This offer is subject to the terms set out in the agreement attached hereto which shall form a part of the agreement of purchase and sale and where the within agreement of purchase and sale is in conflict with the said agreement, the terms of the/ agreement shall prevail.
 said

~~3. Purchaser and Vendor agree that all existing fixtures are included in the purchase price except those listed hereunder: -----~~

~~and that the following chattels are included in the purchase price: -----~~

4. Purchaser agrees that this Offer shall be irrevocable by it until 11:59 p.m. on the 31st day of October 1983, after which time, if not accepted, this Offer shall be null and void and the deposit shall be returned to Purchaser without interest or deduction.

Handwritten initials
 5. This Agreement shall be completed on the 18th day of November, 1983. Upon completion, vacant possession of the property shall be given to Purchaser unless otherwise provided as follows:

6. Purchaser shall be allowed the 30 days next following the date of acceptance of this Offer to: examine the title to the property at his own expense, to satisfy himself that there are no outstanding work orders affecting the property, that its present use (.....) may be lawfully continued, and that the principal building may be insured against risk of fire.

7. Vendor and Purchaser agree that there is no condition, express or implied, representation or warranty of any kind that the future intended use of the property by Purchaser is or will be lawful except as may be specifically stipulated hereunder.

8. Purchaser acknowledges having inspected the property prior to submitting this Offer and understands that upon Vendor accepting this

9. Provided that the title to the property is good and free from all encumbrances except as aforesaid and except for any registered restrictions or covenants that run with the land providing that such are complied with and except for any minor easements to public utilities required for the supply of domestic utility services to the property. If within the time allowed for examining the title any valid objection to title, or to any outstanding work order, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Vendor and which Vendor is unable or unwilling to remove, remedy or satisfy and which Purchaser will not waive, this Agreement, notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies theretofore paid shall be returned without interest or deduction and Vendor and Vendor's Agent shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Purchaser shall be conclusively deemed to have accepted Vendor's title to the property.
10. Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Vendor. Vendor agrees that he will deliver, if it is possible, any sketch or survey of the property to Purchaser as soon as possible and prior to the last day allowed for examining title.
11. All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Vendor. Pending completion, Vendor shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Purchaser may either terminate this Agreement and have all monies theretofore paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase.
12. Provided that this Agreement shall be effective to create an interest in the property only if the subdivision control provisions of The Planning Act are complied with by Vendor on or before completion and Vendor hereby covenants to proceed diligently at his expense to obtain any necessary consent on or before completion.
13. Purchaser hereby warrants that he is not a non-resident of Canada pursuant to The Land Transfer Tax Act.
14. Vendor covenants and agrees that he will on or before closing provide to Purchaser either the certificate of the Minister of Revenue of Ontario that no lien is claimed under The Land Speculation Tax Act, 1974, or an affidavit in prescribed form that this transaction is exempt from said tax pursuant to the Act, and if Vendor is a corporation or partnership that it will provide a further affidavit that there has been no disposition within the meaning of the Act.
15. Purchaser shall be credited towards the Purchase Price with the amount, if any, which it shall be necessary for Purchaser to pay to the Minister of National Revenue in order to satisfy Purchaser's liability in respect of tax payable by Vendor under the non-residency provisions of the Income Tax Act by reason of this sale. Purchaser shall not claim such credit if Vendor delivers on completion the prescribed certificate or his statutory declaration that he is not then a non-resident of Canada.
16. Vendor shall supply to Purchaser at least five (5) days before the completion date, details of any fire insurance to be assigned on closing.
17. Unearned fire insurance premiums, rents, mortgage interest, taxes, local improvement, water and assessment rates and the cost of fuel shall be apportioned and allowed to the day of completion (the day itself to be apportioned to Purchaser).
18. The deed or transfer shall, save for the Land Transfer Tax Affidavits, be prepared in registrable form at the expense of Vendor and the Mortgage at the expense of Purchaser.
19. Time shall in all respects be of the essence hereof provided that the time for doing or completing of 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.
20. Any tender of documents or money hereunder may be made upon Vendor or Purchaser or their respective solicitors on the day for completion of this Agreement. Money may be tendered by bank draft or cheque certified by a chartered bank, trust company or Province of Ontario Savings Office.
21. This Agreement shall constitute the entire agreement between Purchaser and Vendor 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.

DATED at Toronto this 21st day of September, 19 83

SIGNED, SEALED AND DELIVERED
in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:
Holy Trinity Armenian Church of Toronto

[Signature]

[Signature] Date 21.9.83
(Purchaser)

[Signature]

[Signature] Date 21.9.83
(Purchaser)

The undersigned accepts the above Offer and agrees with the Agent above named in consideration for his services in procuring the said Offer, to pay him on the date above fixed for completion, a commission of _____% of an amount equal to the above mentioned sale price, which commission may be deducted from the deposit. I hereby irrevocably instruct my Solicitor to pay direct to the said Agent any unpaid balance of commission from the proceeds of the sale.

DATED at Toronto this _____ day of September, 19 83

SIGNED, SEALED AND DELIVERED
in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:
Armen-Ontario of Armenian General Benevolent Union In

_____ Date _____
(Vendor)

_____ Date _____
(Vendor)

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale, and direct the agent to forward a copy to my solicitor.

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale, and direct the agent to forward a copy to my solicitor.

_____ Date _____
(Vendor)

[Signature] Date 21.9.83
(Purchaser)

_____ Date _____
(Vendor)

[Signature] Date 21.9.83
(Purchaser)

Address: _____

Address: Holy Trinity Armenian Church
141 Mount Lawn Ave Toronto

Telephone No. _____

Telephone No. 924-6514

Vendor's Solicitor _____

Purchaser's Solicitor Montgomery Gardner
8 King St West Suite 11

THIS AGREEMENT made, in duplicate, this 13th day of
September, A.D. 1983.

B E T W E E N :

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

hereinafter called "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 mutuall covenant and agree
with one onother as follows:

1. CHURCH agrees to purchasé and UNION agrees to sell
the CHURCH lands for a purchase price of \$260,000.00.

2. The transaction contemplated herein shall close on the 8th day of November, 1983 (hereinafter called the "closing date").
3. UNION hereby acknowledges receipt from CHURCH of a deposit in the amount of TEN THOUSAND--(\$10,000.00) DOLLARS (hereinafter referred to as the "Deposit") which amount shall be credited against the purchase price upon completion of the transaction contemplated herein. The said deposit shall be held in escrow by the solicitors for UNION and deposited in an interest bearing account. In the event that this transaction is not completed or is terminated by any party for any reason whatsoever, the said deposit of \$10,000.00 shall be returned forthwith to CHURCH together with interest.
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 City of Scarborough, the parties hereto agree to re-adjust the said realty taxes, if necessary, in a manner consistent with the said re-assessment.
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 together with interest as aforesaid. 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 City 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 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 City 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 together with interest as aforesaid.
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 all of which construction is hereinafter referred to as the "CHURCH building".
12. 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.

13. In the event that CHURCH receives a bona fide offer from a third party to purchase CHURCH lands or building, UNION 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 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. 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.

15. 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.
16. 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 " ".
17. 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; maintenance 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.

18. In the event that the parties hereto mutually agree to have increased parking facilities, the parties hereto shall share the costs of such parking facilities on a fifty per cent (50%) basis.
19. The deed, save for the land transfer tax affidavit, must be prepared in registerable form at the expense of UNION.
20. 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 abridged by an agreement, in writing, signed by both parties hereto or by their respective solicitors who are hereby expressly appointed in this regard.
21. 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.
22. 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.
23. 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.
24. 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.

25. 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.

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

27. The within agreement is subject to the approval of the Diocesan Council and Board of Trustees and the Holy Trinity Parish Assembly.

IN WITNESS WHEREOF the parties hereto have hereunto subscribed their hands and seals, this day of , 1983.

ARMEN-ONTARIO OF ARMENIAN
GENERAL BENEVOLENT UNION INC.

Per: _____
authorized signing officer

HOLY TRINITY ARMENIAN CHURCH OF
TORONTO

Per: *[Signature]*
authorized signing officer

[Signature]

SCHEDULE "A"

FIRSTLY

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Scarborough, in the Municipality of Metropolitan Toronto, and being composed of Part of Lot 18, Concession 2, of the said City 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 City 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 City 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.

