

AGREEMENT OF PURCHASE AND SALE

BETWEEN:

Dan Potter, of Moncton, in the County of Westmorland and Province of New Brunswick
(the "Vendor")

-and-

THE TOWN OF AMHERST, a municipal corporation, incorporated under the laws of the
Province of Nova Scotia (the "Purchaser")

OFFER

1. The Purchaser hereby offers to purchase from the Vendor the parcel of land located at 8 Lower LaPlanche St. being PID 25023177, in Amherst, Nova Scotia (the "Property") for a sum of Five Thousand Dollars (**\$5,000.00**) plus HST, if applicable, of lawful money of Canada together with all adjustments pursuant to this agreement.

CONDITIONS

2. The Probation in Proof in Solemn form is successful and the property migration is completed at the expense of the Owner.

DEPOSIT

3. The Purchaser does not submit a deposit with this offer.

CLOSING DATE

4. This agreement shall be completed on the ___ day of _____, 2023 (the "Closing Date"). Upon completion, possession of the property shall be given to the Purchaser.

TITLE

5. The Vendor is to furnish the Purchaser with a metes and bounds description of the property which is the subject of this Agreement, after receipt whereof the Purchaser is allowed 10 days to investigate the title to the Property, which he shall do at his own expense. If within that time any valid objection to title is made in writing, to the Vendor, which the Vendor shall be unable or unwilling to remove, and which the Purchaser will not waive, this Agreement shall be null and void.

CONVEYANCE

6. The Conveyance (of the Property which is the subject of this Agreement) shall be by Warranty Deed drawn at the expense of the Purchaser, to be delivered on payment of the purchase price on the Closing Date. The said property is to be conveyed free from other encumbrances, except as to any easements, registered restrictions or covenants that affect the property and do not materially affect the enjoyment of the property.

ADJUSTMENTS

7. The purchase price shall be paid on the Closing Date as the amount in the Offer.

TENDER OF DOCUMENTS AND CHEQUE

8. Any tender of documents to be delivered or money payable hereunder may be made upon the Vendor or the Purchaser or any party acting for him and money may be tendered by certified cheque or solicitor's trust cheque.

TIME OF ESSENCE

9. Time shall in all respects be of the essence in the Agreement. In the event of a written agreement of extension, time shall continue to be of the essence.

BINDING

10. This Agreement shall enure to the benefit and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns.

CHANGES OF NUMBER AND GENDER

11. This agreement is to be read with all changes of gender or number required of the context.

ACCEPTANCE DATE

12. This offer shall be open for acceptance until 1:00pm on the ____ day of _____, 2023.

Dated at Amherst, in the Province of Nova Scotia this ____ day of _____, 2023.

TOWN OF AMHERST Purchaser

Per:

Witness

David Kogon, MD
Mayor

Witness

Jason MacDonald, MCIP, LPP,
Chief Administrative Officer

VENDOR'S ACCEPTANCE OF OFFER

13. I hereby accept the above offer and agree to sell on the terms as therein set forth.

Dated at Amherst, in the Province of Nova Scotia this ____ day of _____, 2023.

Vendor

Per:

Witness

Dan Potter

Witness
