

December 17, 2021

**Our File Number: 72712**

Municipality of East Hants  
c/o Kim Ramsay, Chief Administrative Officer  
Box 230, Suite 170  
15 Commerce Court  
Elmsdale, NS B2S 3K5  
Email: [apyne@easthants.ca](mailto:apyne@easthants.ca)

Dear Ms. Ramsay:

**RE: Offer to Convey – Municipality of East Hants – Public Road Parcel Located at or near Sylvia Avenue, Milford, Hants County**

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Please accept this letter as an Offer to Convey a public road parcel located at Sylvia Avenue, Milford, Hants County. The conveyance will be based on the following terms and conditions:

1. **Property**  
The public road parcel is identified as PID 45215449 by the Nova Scotia Property Records Database (herein Known as “the Property”) and is shown as a 6.0m drainage conveyance on the plan of survey titled “Plan Showing Lots 27 to 42 of Subdivision of Lands of Doncaster Construction Limited” completed by Emerson C. Keen and dated June 11, 1987. A copy of the above referenced plan of survey is provided as Attachment “A” to this offer with the parcel outlined in red.
2. **Parties**  
Municipality of East Hants, herein known as “**the Purchaser**”.  
  
Her Majesty the Queen in the right of the Province of Nova Scotia represented in this behalf by the Honourable Minister of Public Works, herein known as “**the Vendor**”.
3. **Purchase Price**  
The lands will be conveyed as a public road for the nominal consideration of \$1.00, receipt of which will be acknowledged upon execution of the deed of conveyance.
4. **Use of the Property**  
It is understood that the Purchaser intends to use the Property for public infrastructure. As such, Section 11, Subsection (3) and (4) of the *Public Highways Act* is applicable to this conveyance:
  - (3) The Minister may vest any local highway in a municipality
  - (4) the approval of the Governor in Council is not required for a conveyance pursuant to subsection (3)
5. **Condition**  
The Purchaser agrees that the property is being sold in an “**as is, where is**” condition.
6. **Environmental Indemnification**
  - a) The Purchaser agrees to indemnify and hold the Vendor harmless from and against any and all claims, losses, costs, damages, liabilities, civil fines and penalties, criminal fines and penalties, ministerial orders, expenses (including legal fees and costs), cleanup costs and any other damage or loss resulting from the presence of any environmental contamination or dangerous materials or conditions on or under the Property.

b) The Purchaser shall have six (6) weeks from the date of this correspondence to investigate whether the soil and environmental conditions of the property are satisfactory for the Purchaser's intended use of the property, and for that purpose the Purchaser shall, at the Purchaser's expense, have the right to enter upon the property at all reasonable times following notice in writing to the Vendor for the purpose of making such soil and other tests as are required by the Purchaser. The Purchaser agrees to restore the property to the satisfaction of the Vendor following the completion of any environmental testing. If within the specific time period the Purchaser determines the property is not satisfactory for the intended use, this Agreement shall be null and void without any liability to the Vendor for any expenses incurred or damages sustained.

7. **Provisions to Survive**

The provisions of Clause 6 shall survive the closing of this Agreement and shall continue in full force and effect with respect to the property.

8. **Title Search**

The Purchaser shall have six (6) weeks from the date of this correspondence to examine the title to the Property, at the Purchaser's expense. If, by 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 without any liability to the Vendor for any expenses incurred or damages sustained by the Purchaser.

9. **Form of Conveyance**

The Property will be conveyed by Deed of Conveyance in such form as the Minister determines.

10. **Agreement of Title Documents**

We understand that title will be taken in the name of **Municipality of the District of East Hants**, a municipal body corporate with its head office located at 15 Commerce Court, in the County of Hants, Province of Nova Scotia.

All procedures, responsibilities and costs associated with registering the document at the Registry of Deeds, will be borne by the Purchaser.

11. **Independent Legal Advice**

The Purchaser acknowledges the six (6) week opportunity herein given to obtain independent legal advice with regard to the terms and meaning of the Agreement prior to its execution.

12. **Execution**

The parties agree to be bound by faxes and accept that the reproduction of signatures by telecommunications will be treated as originals. This Agreement may be executed by any number of counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument.

13. **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the Province of Nova Scotia.

14. **Time**

Time shall in all respects be of the essence of this Agreement. In the event of an extension, time shall continue to be of the essence.

15. **Entire Agreement**

This agreement shall constitute the entire agreement between the Vendor and the Purchaser with respect to the subject matter hereof and supersedes all other agreements, contracts, or understandings, whether oral or in writing. The Agreement may only be changed by a written agreement executed by the Vendor and the Purchaser.

This Offer will remain open for acceptance for a period of six (6) weeks from the date of this correspondence. To signify acceptance of the terms and conditions as outlined herein, please complete the signage block below and return to me at the above address.

Should you have any questions or concerns regarding the above, you may call me at your earliest convenience.

Sincerely,

On behalf of Her Majesty the Queen  
as represented by Natasha Bowes  
Acquisition and Disposal Officer

Agreed and Accepted by	_____ day of _____ 20____.
	Municipality of East Hants
_____ Witness	_____ Name: _____ Title:
_____ Witness	_____ Name: _____ Title:
Purchaser's Name: (Please Print)	_____ _____
Address: (Please Print)	_____ _____ _____ _____ _____

Attachment "A"

