

Atlantic Gateway - Halifax Logistics Park Restrictive Covenants

Schedule “E”

Prepared by:

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The Grantee covenants with the Grantor to observe and comply with the following restrictions, the burden of which shall run with each of the lots in Atlantic Gateway – Halifax Logistics Park, and the benefit shall run with each of the said lots. This covenant shall be binding upon and ensure to the benefit of the respective heirs, executors, administrators, successors and assigns of the parties:

1. The burden of the Restrictive Covenants shall run with the land for all developments within the Atlantic Gateway – Halifax Logistics Park as defined and attached herein as Location Map 1.
2. The Restrictive Covenants contained herein shall also apply to any new lots which result from a subdivision of the burdened lots.
3. The Atlantic Gateway – Halifax Logistics Park is designed to support global transloading, distribution and warehousing activities of retailers, importers, exporters and business owners. To maintain the Park's purpose and integrity and in support of its transload focus, the following uses shall **not be permitted**:
 - a. Retail and personal service uses, unless approved at the sole discretion of HRM Corporate Real Estate and meeting the following conditions:
 - i. The total area occupied by such uses shall not comprise more than five (5%) of the gross floor area of the principal building; and
 - ii. Primary access shall be through an internal corridor of the principal building.
 - b. Light Manufacturing/Repair uses, unless permitted at the sole discretion of HRM Corporate Real Estate and determined by HRM Corporate Real Estate to be compatible with the transload uses which are the focus of the Park.
 - c. Hotels/Motels.
 - d. Restaurants.
 - e. Office uses, other than those supporting primary transloading, distribution and warehousing activities conducted on premises.
4. The **land coverage of the building's gross floor area**, shall not be less than 10% as described and defined in Clause 12, Site Coverage of Schedule "B" to the Agreement of Purchase and Sale, unless approved at the sole discretion of HRM Corporate Real Estate.

REGULATION OF COVENANTS

5. "Municipality" as referenced herein shall refer to the Corporate Real Estate Office of the Halifax Regional Municipality (or its successor) which is responsible for the regulation and enforcement of the Site Development & Building Standards for Atlantic Gateway – Halifax Logistics Park including the Restrictive Covenants.
6. The Municipality may waive, alter, or modify these restrictions in respect to any lot or lots without notice to the owner of any other lot so long as the Municipality retains ownership of any of the lands above described and now owned by the Municipality.
7. The restrictions herein contained are severable and the invalidity or unenforceability of any restrictions shall not affect the validity or enforceability or any other restrictions.