16. 公共設施及公眾休憩用地的資料
INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

A. 有關的批地文件規定興建並提供予政府或供公眾使用的設施的資料

1.「批地文件」第(6)、(7)、(8)及(9)條特別批地條款所載的「綠色範圍」

(I)「批地文件」條款：

第(6)條特別批地條款訂明：

(a) 「承批人」必須：

(i) 在「本協議」訂立日起九十六(96)個曆月內(或「署長」批准之其他延長期限)自費以「署長」批准的方式及物料，按「署長」批准的標準、水平、定線和設計進行下列工程，以全面令「署長」滿意：

(I) 鋪設及塑造在本文所夾附圖則Ⅰ以綠色顯示的日後興建公共道路範圍(以下簡稱「綠色範圍」)；及

(II) 提供和興建「署長」自行酌情為需要的橋、隧道、上跨路、下通道、下水道、高架道路、天橋、行人路、道路或其他構築物(以下統稱「構築物」)，以致可在「綠色範圍」興建建築物及供車輛和行人往來。

(ii) 在「本協議」訂立日起九十六(96)個曆月內或「署長」批准之其他延長期限，自費以「署長」滿意的方式在「綠色範圍」表面整飭、興建路線及渠道，以及按「署長」要求為此等設施提供溝渠、污水管、排水渠、消防栓及接駁總水管的水管、街燈、交通燈、街道設施及道路標記；及

(iii) 自費維持「綠色範圍」和「構築物」及在該處興建、安裝及提供之所有構築物、路面、溝渠、污水管、排水渠、消防栓、服務設施、街燈、交通燈、街道設施、道路標記及機器，以令「署長」滿意，直至按照「批地文件」第(7)條特別批地條款交還「綠色範圍」的佔管權為止。

(b) 如「承批人」不在本特別批地條款(a)次條指定期限內履行該條所載的責任，「政府」可執行必要工程，費用則由「承批人」承擔。「承批人」需在「政府」通知時支付相等於有關費用的款項，金額由「署長」指定，而其決定將作終論並對「承批人」約束。

(c) 倘因「承批人」履行本特別批地條款(a)次條所訂責任或「政府」行使本特別批地條款(b)次條等所訂權利而導致或引致「承批人」或任何其他人士招致或蒙受任何損失、損害、滋擾或騷擾，「署長」一概毋須就此承擔任何責任。「承批人」不得就此向「政府」、「署長」或其授權官員索償。

第(7)條特別批地條款訂明：

為進行第(6)條特別批地條款內所訂的必要工程，「承批人」必須在「本協議」生效日獲授予「綠色範圍」的佔管權。「綠色範圍」必須在「政府」要求時交回「政府」，而於任何情況下，倘「署長」發信表示其滿意接受「承批人」圓滿履行「批地文件」規定，「綠色範圍」即被視作已交回「政府」。「承批人」佔管「綠色範圍」期間，必須於所有合理時間允許所有「政府」及公共車輛和行人免費通行及經過「綠色範圍」，並需確保任何根據本文第(6)條特別批地條款等進行的工程不會干預或妨礙通行。

第(8)條特別批地條款訂明：

「承批人」如非事前獲得「署長」書面同意，不可在「綠色範圍」存放物品或搭建任何臨時構築物，又或作執行本文第(6)條特別批地條款所訂工程以外的其他用途。

第(9)條特別批地條款訂明：

「承批人」在佔管「綠色範圍」期間，於所有合理時間均要允許「署長」、其官員、承辦商及任何其他獲其授權的人士有權進出及再進出和行經該地段及「綠色範圍」，以便檢查、檢驗及監督遵照本文第(6)(a)條特別批地條款進行的工程，並且執行、檢查、檢驗及監督遵照本文第(6)(b)條特別批地條款訂明的工程，以及「署長」視為必要的「綠色範圍」內其他工程。

(II) 公契條款

「主公契」第III節第38(bq)條訂明，「管理人」有責任及有全面及不受限制的權力維修「綠色範圍」連同「構築物」及在該處興建、安裝及提供的所有構築物、表面、溝渠、污水管、排水渠、消防栓、服務項件、街燈、交通燈、街道設施、道路標記及機器，以令「地政總署署長」滿意，直至「綠色範圍」按照「政府批地書」第(7)條特別批地條款交還「綠色範圍」的佔管權為止。

在切實可行範圍內盡量顯示綠色範圍的位置的圖在本章後部附上。

2.「批地文件」第(24)條特別批地條款所載之「公眾行人通道」

(I)「批地文件」條款

第(24)條特別批地條款訂明：

(a) 「承批人」必須在「本協議」訂立日起九十六(96)個曆月內，自費以「署長」全面滿意的方式鋪設、塑造、提供、興建和表面整飭連續或分段的行人路或行人道(連同「署長」自行酌情為需要的樓梯、斜路、照明裝置及自動扶梯)(以下簡稱「公眾行人通道」)，位置、方式、物料、標準、水平、定線及設計需經「署長」批准，以作本特別批地條款(b)次條所載的用途。

(b) 「公眾行人通道」必須依循最短的可行路線或「署長」批准的其他路線，寬度必須不可少於7.6米及不可多於20米，又或「署長」批准的其他寬度，其中最少6米或「署長」批准之其他最低寬度範圍必須有蓋。「承批人」必須完善興建及設計「公眾行人通道」，以連同本文所夾附圖則Ⅰ所示並註明為「有蓋行人天橋」及「建議日後興建行人天橋」。

(c) 「承批人」必須在本文協定的整個批租年期內自費維持「公眾行人通道」有妥善及充足的維修和良好及堅固的狀態，以達致全面令「署長」滿意。

(d) 「承批人」必須在本文協定的整個批租年期內維持「公眾行人通道」每日24小時開放，免費供公眾暢通無阻地使用。

(e) 現已或將會根據本特別批地條款(a)次條規定提供的「公眾行人通道」整體面積(將會建於該地段作非工業用途(不包括私人住宅、貨倉、寫字樓、酒店及加油站)各建築物內提供的「公眾行人通道」範圍除外)，不論有蓋或無蓋，於計算本文第(15)條特別批地條款所訂的總樓面面積時均不會連計在內。將會建於該地段作非工業用途(不包括私人住宅、貨倉、寫字樓、酒店及加油站)各建築物內提供的「公眾行人通道」範圍，於計算本文第(15)條特別批地條款所訂的總樓面面積時將會連計在內。「署長」將界定日後建於該地段作非工業用途(不包括私人住宅、貨倉、寫字樓、酒店及加油站)各建築物內提供的「公眾行人通道」範圍，其決定將作終論並對「承批人」約束。

(II) 公契條款

「主公契」第I節第8C條訂明，訂立「第一期」「商業發展項目」的相關「副公契」之前，「第一期」「商業發展項目」「業主」應自費負責維修構成「第一期」「商業發展項目」一部分的「公眾行人通道」範圍，以保持其在妥善及維修充足和狀態良好，全面令「地政總署署長」滿意。

「主公契」第III節第38(br)條訂明，「管理人」有責任及有全面及不受限制的權力每日24小時不間斷開放「公眾行人通道」，免費供公眾通行。

「主公契」第III節第38(bs)條訂明，遵從第I節第8C條規定，「管理人」有責任及有全面及不受限制的權力維修「公眾行人通道」，以保持其在妥善及維修充足和狀態良好，全面令「地政總署署長」滿意。為免存疑，倘若「第一期」「商業發展項目」尚未訂立相關「副公契」，「管理人」只需維修不構成「第一期」「商業發展項目」一部分的「公眾行人通道」其他範圍。

在切實可行範圍內盡量顯示公眾行人通道的位置的圖在本章後部附上。

3.「批地文件」第(25)條特別批地條款所載之「有蓋行人天橋」

(I)「批地文件」條款

第(25)條特別批地條款訂明：

(a) 「承批人」必須在「本協議」訂立日起九十六(96)個曆月內或「署長」批准之其他期限，自費以「署長」全面滿意的方式興建：

(i) 一座「署長」指定或批准的單層有蓋行人天橋(以下簡稱「有蓋行人天橋」)連同所有支承件及連接段(包括「署長」自行酌情認為需要日後連接「有蓋行人天橋」所需的任何支承件及連接段)，約略位置為本文所夾附圖則Ⅰ註明為「有蓋行人天橋」的地點，興建「有蓋行人天橋」必須採用「署長」指定及批准的物料、標準、水平、定線、佈局和設計，其中包括但不限於提供及興建「署長」自行酌情為必要的支承件、斜路、相關樓梯及樓梯平台、自動扶梯、電梯及其內外配件及固定裝置與照明裝置。「有蓋行人天橋」必須連接本文所夾附圖則Ⅰ所示通往馬鞍山鐵路烏溪沙站的現有行人天橋，連接高度為高於香港主水平基準16.45米或「署長」批准之其他水平，惟必須留有7.6米內淨寬度及3.8米內淨空高度或「署長」批准之其他寬度或高度。「承批人」必須自費在上述現有行人天橋進行任何必要的改造工程，以便「有蓋行人天橋」接駁上述現有行人天橋。倘因改造工程施工令「政府」招致任何費用、索償、損失及損害，「承批人」必須向「政府」作出全面賠償；

(ii) 支承件及連接段(以下簡稱「行人天橋支承件及連接段」)於該地段或將會建於該地段的各建築物內，其物料、規格、標準、連接點和水平必須由「署長」就着建議於本文所夾附圖則Ⅰ所示約略位置並分別註明為「有蓋行人天橋」及「建議日後興建行人天橋」的兩條建議的行人天橋所指定及批准，以便兩條建議的行人天橋興建及連通該地段，並讓行人經由兩條建議的行人天橋往來「公眾行人通道」。

(b) 如「承批人」在「署長」指定的期限不履行本特別批地條款(a)及(c)次條所訂的責任，「政府」可執行必要興建或維修工程，費用則由「承批人」承擔。「承批人」必須在「政府」通知時支付相等於有關費用的款項，金額由「署長」指定，而其決定將作終論並對「承批人」約束。為執行上述工程，「政府」、其官員、代理、承辦商、工人或其他正式授權人員均擁有不受限制及無間斷的權利，可於任何合理時間進入該地段或其任何部分及建於或將會建於該處的任何建築物。倘因「政府」、其官員、代理、承辦商、工人或其他正式授權人員行使本文條所賦予的進入權導致或引致「承批人」招致或蒙受任何損失、損害、滋擾或騷擾，「政府」、其官員、代理、承辦商、工人或其他正式授權人員概毋須就此承擔責任，「承批人」不得就此向「政府」或上述人等索償。

(c) (i) 除供公眾步行或乘坐輪椅通行外，「有蓋行人天橋」及「行人天橋支承件及連接段」不可作任何其他用途。

(ii) 如非「署長」批准或指定，「承批人」不可使用或允許或容忍他人使用「有蓋行人天橋」及「行人天橋支承件及連接段」的任何外部或內部作廣告用途或展示任何招牌、告示或海報。

(iii)「承批人」不可作出任何行為或允許或容忍他人作出任何行為，以致或可能導致在「有蓋行人天橋」及「行人天橋支承件及連接段」的任何人士或在之下經過的車輛或任何毗鄰或毗連地段或處所的業主或佔用人受到滋擾或騷擾，又或造成不便或損害。

(iv) 於「有蓋行人天橋」及「行人天橋支承件及連接段」存在期間，「承批人」不論日夜均必須時刻允許所有公眾免費步行或乘坐輪椅通越、再通越、行經及上落「有蓋行人天橋」及「行人天橋支承件及連接段」，以作所有合法用途。

(v) 「承批人」必須自費保持「有蓋行人天橋」及「行人天橋支承件及連接段」無論日夜時時刻刻照明充足以達致「署長」滿意及以便行人安全通行。

(d) 「承批人」、其僱傭、工人及承辦商因應「有蓋行人天橋」及「行人天橋支承件及連接段」的興建、改建、修理和維修作出或蒙作任何行為，以致「政府」、其官員、代理、承辦商、工人或其他獲「政府」正式授權人員招致任何性質的責任、訴訟、法律程序、費用、索償、開支、損失、損害、收費或索求，「承批人」必須向彼等賠償並確保其免責。

(e) 「承批人」必須在本文協定的整個批租年期內，自費保養、管理、維持、修理及清潔「承批人」按照本特別批地條款(f)次條規定提供之「有蓋行人天橋」及「行人天橋支承件及連接段」或其任何部分或更換部分以使妥善及充足的維修和良好及堅固的狀態，達致全面令「署長」滿意。

(f) 如該地段或該處任何部分進行重建，以致必須拆卸「有蓋行人天橋」及「行人天橋支承件及連接段」或其任何部分，「承批人」必須在「署長」指定的期限內自費以「署長」全面滿意的方式進行更換工程，以興建及完成興建新的有蓋行人天橋及行人天橋支承件及連接段或其任何部分，有關的標準及設計、物料、寬度、水平和位置由「署長」批准或指定。

(g) 茲現明確協議、聲明及訂明，「承批人」承擔第(24)(d)、(25(c)(iv)及(25)(c)(v)條特別批地條款指定的責任，概不表示「承批人」擬撥供或「政府」同意其撥供「公眾行人通道」、「有蓋行人天橋」及「行人天橋支承件及連接段」或其任何部分供公眾通行。

(h) 現明確協議及聲明，任何人士均不可鑿於本文第(24)(d)、(25)(c)(iv)及(25)(c)(v)條特別批地條款訂明「承批人」承擔的責任而預期或索償任何特許權，或關於額外上蓋面積或地積比率的權利，不論是否根據《建築物(規劃)規例》第22(1)條、其任何修訂條文或取代條文等亦然。為免存疑，「承批人」現明確豁免任何及所有關乎《建築物(規劃)規例》第22(1)條、其任何修訂條文或取代條文所訂額外上蓋面積或地積比率之特許權的申索或相關權利。

(II) 公契條款

「主公契」第III節第39(e)條訂明，「管理人」有權保養、管理、維修、修理及清潔「承批人」將會根據「政府批地書」第(25)(e)條特別批地條款提供之「有蓋行人天橋」及「行人天橋支承件及連接段」或其任何部分或任何更換件，以保持其在妥善及維修充足和狀態良好，全面令「地政總署署長」滿意。

「主公契」附表三第42條訂明：

(a) 除供所有公眾步行或乘坐輪椅通行外，「有蓋行人天橋」及「行人天橋支承件及連接段」不可作任何其他用途。

(b) 如非「地政總署署長」批准或指定，任何「業主」均不可使用或允許或容忍他人使用「有蓋行人天橋」及「行人天橋支承件及連接段」任何部分外部或內部作廣告用途或展示任何招牌、告示或海報。

(c) 「業主」不可作出任何行為或允許或容忍他人作出任何行為，以致或可能導致在「有蓋行人天橋」及「行人天橋支承件及連接段」之下經過的任何人士或車輛或任何毗鄰或毗連地段或樓宇的業主或佔用人受到滋擾或騷擾，又或造成不便或損害。

(d) 於「有蓋行人天橋」及「行人天橋支承件及連接段」存在期間，每名「業主」不論日夜均應時刻允許任何公眾免費步行或乘坐輪椅通越、再通越、行經及上落「有蓋行人天橋」及「行人天橋支承件及連接段」，以作任何合法用途。

在切實可行範圍內盡量顯示有蓋行人天橋的位置的圖在本章後部附上。

4.「批地文件」第(27)條特別批地條款所載之「維修通道區」

(I)「批地文件」條款

第(27)條特別批地條款訂明：

(a) 如非事前獲得「路政署署長」書面批准，不可在本文所夾附圖則 I 的粉紅色加黑斜線、粉紅色加黑斜線及黑點和粉紅色加黑斜線黑十字線及黑點顯示的範圍(以下簡稱「維修通道區」)以上、以下、上方、下方或以內搭建或興建任何建築物或構築物或任何建築物或構築物的支承件(包括圍牆及圍欄)。

(b) 位於「維修通道區」及以粉紅色、粉紅色加黑點及粉紅色加黑十字線及黑點範圍內的圍牆及圍欄，必須以「路政署署長」全面滿意的方式設計和興建。如事前獲得「路政署署長」書面批准，「承批人」可於「維修通道區」搭建圍牆及圍欄，惟必須以「路政署署長」全面滿意的方式設計和維修。

(c) 「政府」及其正式授權的官員、承辦商和彼等之工人及彼等正式授權的任何其他人等(以下統稱「獲授權人等」)，在事前向「承批人」發出合理通知後，不論是否攜帶工具、設備或機器，有權利在不受限制及免付費地進出、再進出及通行「維修通道區」，以便就「政府」規定或授權的毗連護土結構實施現場勘察、維修工程及現場檢查。「政府」及獲授權人等除需在完工後修復還原「維修通道區」至實施現場勘察、維修工程及現場檢查之前的狀態外，概毋須就「承批人」因「政府」或獲授權人等行使本特別批地條款所賦予不受限制權利進出及再進出「維修通道區」和執行現場勘察、維修工程及現場檢查所蒙受或招致之任何損失、損害、滋擾或騷擾承擔任何責任。「承批人」不可就任何此等損失、損害、滋擾或騷擾向「政府」或獲授權人等索償。

(II) 公契條款

「主公契」第III節第39(f)條訂明，如事前獲得「路政署署長」書面批准，可在維修通道區(「維修通道區」釋義以「政府批地書」第(27)(a)條特別批地條款所訂為準)搭建邊界圍牆及圍欄，惟必須以「路政署署長」全面滿意的方式設計和維修此等邊界圍牆及圍欄。

在切實可行範圍內盡量顯示維修通道區的位置的圖在本章後部附上。

B. 有關的批地文件規定須由發展項目中的住宅物業的擁有人出資管理、營運或維持以供公眾使用的設施或休憩用地的資料

1.「批地文件」第(6)、(7)、(8)及(9)條特別批地條款所載的「綠色範圍」

(I)「批地文件」條款：

第(6)條特別批地條款訂明：

(a)「承批人」必須：

(i) 在「本協議」訂立日起九十六(96)個曆月內(或「署長」批准之其他延長期限)自費以「署長」批准的方式及物料，按「署長」批准的標準、水平、定線和設計進行下列工程，以全面令「署長」滿意：

(I) 鋪設及塑造在本文所夾附圖則 I 以綠色顯示的日後興建公共道路範圍(以下簡稱「綠色範圍」)；及

(II) 提供和興建「署長」自行酌情為需要的橋、隧道、上跨路、下通道、下水道、高架道路、天橋、行人路、道路或其他構築物(以下統稱「構築物」)，

以致可在「綠色範圍」興建建築物及供車輛和行人往來。

(ii) 在「本協議」訂立日起九十六(96)個曆月內或「署長」批准之其他延長期限，自費以「署長」滿意的方式在「綠色範圍」表面整飭、興建路緣及渠道，以及按「署長」要求為此等設施提供溝渠、污水管、排水渠、消防栓及接駁總水管的水管、街燈、交通燈、街道設施及道路標記；及

(iii) 自費維持「綠色範圍」和「構築物」及在該處興建、安裝及提供之所有構築物、路面、溝渠、污水管、排水渠、消防栓、服務設施、街燈、交通燈、街道設施、道路標記及機器，以令「署長」滿意，直至按照「批地文件」第(7)條特別批地條款交還「綠色範圍」的佔管權為止。

(b) 如「承批人」不在本特別批地條款(a)次條指定期限內履行該條所載的責任，「政府」可執行必要工程，費用則由「承批人」承擔。「承批人」需在「政府」通知時支付相等於有關費用的款項，金額由「署長」指定，而其決定將作終論並對「承批人」約束。

(c) 倘因「承批人」履行本特別批地條款(a)次條所訂責任或「政府」行使本特別批地條款(b)次條等所訂權利而導致或引致「承批人」或任何其他人士招致或蒙受任何損失、損害、滋擾或騷擾，「署長」概毋須就此承擔任何責任。「承批人」不得就此向「政府」、「署長」或其授權官員索償。

第(7)條特別批地條款訂明：

為進行第(6)條特別批地條款內所訂的必要工程，「承批人」必須在「本協議」生效日獲授予「綠色範圍」的佔管權。「綠色範圍」必須在「政府」要求時交回「政府」，而於任何情況下，倘「署長」發信表示其滿意接受「承批人」圓滿履行「批地文件」規定，「綠色範圍」即被視作已交回「政府」。「承批人」佔管「綠色範圍」期間，必須於所有合理時間允許所有「政府」及公共車輛和行人免費通行及經越「綠色範圍」，並需確保任何根據本文第(6)條特別批地條款等進行的工程不會干預或妨礙通行。

第(8)條特別批地條款訂明：

「承批人」如非事前獲得「署長」書面同意，不可在「綠色範圍」存放物品或搭建任何臨時構築物，又或作執行本文第(6)條特別批地條款所訂工程以外的其他用途。

第(9)條特別批地條款訂明：

「承批人」在佔管「綠色範圍」期間，於所有合理時間均要允許「署長」、其官員、承辦商及任何其他獲其授權的人士有權進出及再進出和行經該地段及「綠色範圍」，以便檢查、檢驗及監督遵照本文第(6)(a)條特別批地條款進行的工程，並且執行、檢查、檢驗及監督遵照本文第(6)(b)條特別批地條款訂明的工程，以及「署長」視為必要的「綠色範圍」內其他工程。

(II) 公契條款

「主公契」第III節第38(bx)條訂明，「管理人」有責任及有全面及不受限制的權力維修「綠色範圍」連同「構築物」及在該處興建、安裝及提供的所有構築物、表面、溝渠、污水管、排水渠、消防栓、服務項件、街燈、交通燈、街道設施、道路標記及機器，以令「地政總署署長」滿意，直至「綠色範圍」按照「政府批地書」第(7)條特別批地條款交回「政府」為止。

在切實可行範圍內盡量顯示綠色範圍的位置的圖在本章後部附上。

2.「批地文件」第(24)條特別批地條款所載之「公眾行人通道」

(I)「批地文件」條款

第(24)條特別批地條款訂明：

(a) 「承批人」必須在「本協議」訂立日起九十六(96)個曆月內，自費以「署長」全面滿意的方式鋪設、塑造、提供、興建和表面整飭連續或分段的行人路或行人道(連同「署長」自行酌情為需要的樓梯、斜路、照明裝置及自動扶梯)(以下簡稱「公眾行人通道」)，位置、方式、物料、標準、水平、定線及設計需經「署長」批准，以作本特別批地條款(b)次條所載的用途。

(b) 「公眾行人通道」必須依循最短的可行路線或「署長」批准的其他路線，寬度必須不可少於7.6米及不可多於20米，又或「署長」批准的其他寬度，其中最少6米或「署長」批准之其他最低寬度範圍必須有蓋。「承批人」必須完善興建及設計「公眾行人通道」，以連通本文所夾附圖則 I 所示並註明為「有蓋行人天橋」及「建議日後興建行人天橋」。

(c) 「承批人」必須在本文協定的整個批租年期內自費維持「公眾行人通道」有妥善及充足的維修和良好及堅固的狀態，以達致全面令「署長」滿意。

(d) 「承批人」必須在本文協定的整個批租年期內維持「公眾行人通道」每日24小時開放，免費供公眾暢通無阻地使用。

(e) 現已或將會根據本特別批地條款(a)次條規定提供的「公眾行人通道」整體面積(將會建於該地段作非工業用途(不包括私人住宅、貨倉、寫字樓、酒店及加油站)各建築物內提供的「公眾行人通道」範圍除外)，不論有蓋或無蓋，於計算本文第(15)條特別批地條款所訂的總樓面面積時均不會連計在內。將會建於該地段作非工業用途(不包括私人住宅、貨倉、

寫字樓、酒店及加油站)各建築物內提供的「公眾行人通道」範圍，於計算本文第(15)條特別批地條款所訂的總樓面面積時將會連計在內。「署長」將界定日後建於該地段作非工業用途(不包括私人住宅、貨倉、寫字樓、酒店及加油站)各建築物內提供的「公眾行人通道」範圍，其決定將作終論並對「承批人」約束。

(II) 公契條款

「主公契」第1節第8C條訂明，訂立「第一期」「商業發展項目」的相關「副公契」之前，「第一期」「商業發展項目」「業主」應自費負責維修構成「第一期」「商業發展項目」一部分「公眾行人通道」範圍，以保持其在妥善及維修充足和狀態良好，全面令「地政總署署長」滿意。

「主公契」第II節第38(br)條訂明，「管理人」有責任及有全面及不受限制的權力每日24小時不間斷開放「公眾行人通道」，免費供公眾通行。

「主公契」第III節第38(bs)條訂明，遵從第1節第8C條規定，「管理人」有責任及有全面及不受限制的權力維修「公眾行人通道」，以保持其在妥善及維修充足和狀態良好，全面令「地政總署署長」滿意。倘若「第一期」「商業發展項目」尚未訂立相關「副公契」，「管理人」只需維修不構成「第一期」「商業發展項目」一部分的「公眾行人通道」其他範圍。

在切實可行範圍內盡量顯示公眾行人通道的位置的圖在本章後部附上。

3.「批地文件」第(25)條特別批地條款所載之「有蓋行人天橋」

(I)「批地文件」條款

第(25)條特別批地條款訂明：

(a) 「承批人」必須在「本協議」訂立日起九十六(96)個曆月內或「署長」批准之其他期限，自費以「署長」全面滿意的方式興建：

(i) 一座「署長」指定或批准的單層有蓋行人天橋(以下簡稱「有蓋行人天橋」)連同所有支承件及連接段(包括「署長」自行酌情認為需要日後連接「有蓋行人天橋」所需的任何支承件及連接段)，約略位置為本文所夾附圖則I註明為「有蓋行人天橋」的地點。興建「有蓋行人天橋」必須採用「署長」指定及批准的物料、標準、水平、定線、佈局和設計，其中包括但不限於提供及興建「署長」自行酌情為必要的支承件、斜路、相關樓梯及樓梯平台、自動扶梯、電梯及其內外配件及固定裝置與照明裝置。「有蓋行人天橋」必須連接本文所夾附圖則I所示通往馬鞍山鐵路鳥溪沙站的現有行人天橋，連接高度為高於香港主水平基準16.45米或「署長」批准之其他水平，惟必須留有7.6米內淨寬度及3.8米內淨空高度或「署長」批准之其他寬度或高度。「承批人」必須自費在上述現有行人天橋進行任何必要的改造工程，以便「有蓋行人天橋」接駁上述現有行人天橋。倘因改造工程施工令「政府」招致任何費用、索償、損失及損害，「承批人」必須向「政府」作出全面賠償；

(ii) 支承件及連接段(以下簡稱「行人天橋支承件及連接段」)於該地段或將會建於該地段的各建築物內，其物料、規格、標準、連接點和水平必須由「署長」就着建議於本文所夾附圖則I所示約略位置並分別註明為「有蓋行人天橋」及「建議日後興建行人天橋」的兩條建議的行人天橋所指定及批准，以便兩條建議的行人天橋興建及連通該地段，並讓行人經由兩條建議的行人天橋往來「公眾行人通道」。

(b) 如「承批人」在「署長」指定的期限不履行本特別批地條款(a)及(e)次條所訂的責任，「政府」可執行必要興建或維修工程，費用則由「承批人」承擔。「承批人」必須在「政府」通知時支付相等於有關費用的款項，金額由「署長」指定，而其決定將作終論並對「承批人」約束。為執行上述工程，「政府」、其官員、代理、承辦商、工人或其他正式授權人員均擁有不受限制及無間斷的權利，可於任何合理時間進入該地段或其任何部分及建於或將會建於該處的任何建築物。倘因「政府」、其官員、代理、承辦商、工人或其他正式授權人員行使本次條所賦予的進入權導致或引致「承批人」招致或蒙受任何損失、損害、滋擾或騷擾，「政府」、其官員、代理、承辦商、工人或其他正式授權人員概毋須就此承擔責任，「承批人」不得就此向「政府」或上述人等索償。

(c) (i) 除供公眾步行或乘坐輪椅通行外，「有蓋行人天橋」及「行人天橋支承件及連接段」不可作任何其他用途。

(ii) 如非「署長」批准或指定，「承批人」不可使用或允許或容忍他人使用「有蓋行人天橋」及「行人天橋支承件及連接段」的任何外部或內部作廣告用途或展示任何招牌、告示或海報。

(iii)「承批人」不可作出任何行為或允許或容忍他人作出任何行為，以致或可能導致在「有蓋行人天橋」及「行人天橋支承件及連接段」的任何人士或在之下經過的車輛或任何毗鄰或毗連地段或處所的業主或佔用人受到滋擾或騷擾，又或造成不便或損害。

(iv) 於「有蓋行人天橋」及「行人天橋支承件及連接段」存在期間，「承批人」不論日夜均必須時刻允許所有公眾免費步行或乘坐輪椅通越、再通越、行經及上落「有蓋行人天橋」及「行人天橋支承件及連接段」，以作所有合法用途。

(v) 「承批人」必須自費保持「有蓋行人天橋」及「行人天橋支承件及連接段」無論日夜時刻照明充足以達致「署長」滿意及以便行人安全通行。

(d) 「承批人」、其傭僕、工人及承辦商因應「有蓋行人天橋」及「行人天橋支承件及連接段」的興建、改建、修理和維修作出或漏作任何行為，以致「政府」、其官員、代理、承辦商、工人或其他獲「政府」正式授權人員招致任何性質的責任、訴訟、法律程序、費用、索償、開支、損失、損害、收費或索求，「承批人」必須向彼等賠償並確保其免責。

(e) 「承批人」必須在本文協定的整個批租年期內，自費保養、管理、維持、修理及清潔「承批人」按照本特別批地條款(f)次條規定提供之「有蓋行人天橋」及「行人天橋支承件及連接段」或其任何部分或更換部分以使妥善及充足的維修和良好及堅固的狀態，達致全面令「署長」滿意。

(f) 如該地段或該處任何部分進行重建，以致必須拆卸「有蓋行人天橋」及「行人天橋支承件及連接段」或其任何部分，「承批人」必須在「署長」指定的期限內自費以「署長」全面滿意的方式進行更換工程，以興建及完成興建新的有蓋行人天橋及行人天橋支承件及連接段或其任何部分，有關的標準及設計、物料、寬度、水平和位置由「署長」批准或指定。

(g) 茲現明確協議、聲明及訂明，「承批人」承擔第(24)(d)、(25)(c)(iv)及(25)(c)(v)條特別批地條款指定的責任，概不表示「承批人」擬撥供或「政府」同意其撥供「公眾行人通道」、「有蓋行人天橋」及「行人天橋支承件及連接段」或其任何部分供公眾通行。

(h) 現明確協議及聲明，任何人士均不可鑒於本文第(24)(d)、(25)(c)(iv)及(25)(c)(v)條特別批地條款訂明「承批人」承擔的責任而預期或索償任何特許權，或關於額外上蓋面積或地積比率的權利，不論是否根據《建築物(規劃)規例》第22(1)條、其任何修訂條文或取代條文等亦然。為免存疑，「承批人」現明確豁免任何及所有關乎《建築物(規劃)規例》第22(1)條、其任何修訂條文或取代條文所訂額外上蓋面積或地積比率之特許權的申索或相關權利。

(II) 公契條款

「主公契」第II節第39(e)條訂明，「管理人」有權保養、管理、維修、修理及清潔「承批人」將會根據「政府批地書」第(25)(e)條特別批地條款提供之「有蓋行人天橋」及「行人天橋支承件及連接段」或其任何部分或任何更換件，以保持其在妥善及維修充足和狀態良好，全面令「地政總署署長」滿意。

「主公契」附表三第42條訂明：

(a) 除供所有公眾步行或乘坐輪椅通行外，「有蓋行人天橋」及「行人天橋支承件及連接段」不可作任何其他用途。

(b) 如非「地政總署署長」批准或指定，任何「業主」均不可使用或允許或容忍他人使用「有蓋行人天橋」及「行人天橋支承件及連接段」任何部分外部或內部作廣告用途或展示任何招牌、告示或海報。

(c)「業主」不可作出任何行為或允許或容忍他人作出任何行為，以致或可能導致在「有蓋行人天橋」及「行人天橋支承件及連接段」之下經過的任何人士或車輛或任何毗鄰或毗連地段或樓宇的業主或佔用人受到滋擾或騷擾，又或造成不便或損害。

(d) 於「有蓋行人天橋」及「行人天橋支承件及連接段」存在期間，每名「業主」不論日夜均應時刻允許任何公眾免費步行或乘坐輪椅通越、再通越、行經及上落「有蓋行人天橋」及「行人天橋支承件及連接段」，以作任何合法用途。

在切實可行範圍內盡量顯示有蓋行人天橋的位置的圖在本章後部附上。

C. 發展項目所位於的土地中為施行《建築物(規劃)規例》(第123章，附屬法例F)第22(1)條而撥供公眾用途的部分的資料

不適用。

附註：

(1) 訂立「主公契」之前，「綠色範圍」、「公眾行人通道」、「有蓋行人天橋」及「維修通道區」所有管理、運作或維修開支一律由「賣方」獨力承擔。

(2) 訂立「主公契」之後但訂立關乎「後續發展期」任何「副公契」之前，所有「第一期」「單位」的「業主」需透過繳付「第一期」「單位」應繳的管理開支，按比例攤付「綠色範圍」、「公眾行人通道」指定部分(構成「第一期屋苑公用地方」一部分，因而亦構成「屋苑公用地方」一部分)、「有蓋行人天橋」及「維修通道區」的管理、運作或維修開支。

(3) 訂立關乎「第二期」的「副公契」之後，所有「第一期」及「第二期」「單位」的「業主」需透過繳付「第一期」及「第二期」「單位」應繳的管理開支，按比例攤付「綠色範圍」、「公眾行人通道」指定部分(構成「第一期屋苑公用地方」一部分，因而亦構成「屋苑公用地方」一部分)、「有蓋行人天橋」及「維修通道區」的管理、運作或維修開支。

(4) 訂立關乎「第三期」的「副公契」之後，所有「第一期」、「第二期」及「第三期」「單位」的「業主」需透過繳付「第一期」、「第二期」及「第三期」「單位」應繳的管理開支，按比例攤付「綠色範圍」、「公眾行人通道」指定部分(構成「第一期屋苑公用地方」一部分，因而亦構成「屋苑公用地方」一部分)、「有蓋行人天橋」及「維修通道區」的管理、運作或維修開支。

(5) 訂立關乎「第四期」的「副公契」之後，所有「第一期」、「第二期」、「第三期」及「第四期」「單位」的「業主」需透過繳付「第一期」、「第二期」、「第三期」及「第四期」「單位」應繳的管理開支，按比例攤付「綠色範圍」、「公眾行人通道」指定部分(構成「第一期屋苑公用地方」一部分及構成「第四期屋苑公用地方」一部分，因而亦構成「屋苑公用地方」一部分)、「有蓋行人天橋」及「維修通道區」管理、運作或維修開支。

(6) 訂立關乎「第五期」的「副公契」之後，所有「第一期」、「第二期」、「第三期」、「第四期」及「第五期」「單位」的「業主」需透過繳付「第一期」、「第二期」、「第三期」、「第四期」及「第五期」「單位」應繳的管理開支，按比例攤付「綠色範圍」、「公眾行人通道」指定部分(構成「第一期屋苑公用地方」一部分及構成「第四期屋苑公用地方」一部分，因而亦構成「屋苑公用地方」一部分)，「有蓋行人天橋」及「維修通道區」管理、運作或維修開支。

(7) 訂立關乎「第一期」「商業發展項目」的「副公契」之前，「公眾行人通道」指定部分(構成「第一期」「商業發展項目」一部分)的所有管理、運作或維修開支一律由「第一期」「商業發展項目」的「業主」獨力承擔。

A. Information on any facilities that are required under the land grant to be constructed and provided for the government, or for public use

1. The Green Area as referred to in Special Condition Nos.(6), (7), (8) and (9) of the Land Grant

(I) Provisions of the Land Grant

Special Condition No.(6) stipulates that: –

(a) The Grantee shall:

(i) within 96 calendar months from the date of this Agreement (or such other extended periods as may be approved by the Director), at his own expense, in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:

(I) lay and form those portions of future public roads shown coloured green on Plan I annexed hereto (hereinafter referred to as "the Green Area"); and

(II) provide and construct such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director in his sole discretion may require (hereinafter collectively referred to as "the Structures")

so that building, vehicular and pedestrian traffic may be carried on the Green Area.

(ii) within 96 calendar months from the date of this Agreement or such other extended periods as may be approved by the Director, at his own expense and to the satisfaction of the Director, surface, kerb and channel the Green Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road markings as the Director may require; and

(iii) maintain at his own expense the Green Area together with the Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the Green Area has been delivered in accordance with Special Condition No.(7) hereof.

(b) In the event of the non-fulfilment of the Grantee's obligations under sub-clause (a) of this Special Condition within the prescribed period stated therein, the Government may carry out the necessary works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and shall be binding upon the Grantee.

(c) The Director shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person whether arising out of or incidental to the fulfilment of the Grantee's obligations under sub-clause (a) of this Special Condition or the exercise of the rights by the Government under sub-clause (b) of this Special Condition or otherwise, and no claim for compensation shall be made against the Government or the Director or his authorized officer by the Grantee in respect of any such loss, damage, nuisance or disturbance.

Special Condition No.(7) stipulates that: –

For the purpose only of carrying out the necessary works specified in Special Condition No.(6) hereof, the Grantee shall on the date of this Agreement be granted possession of the Green Area. The Green Area shall be re-delivered to the Government on demand and in any event shall be deemed to have been re-delivered to the Government by the Grantee on the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction. The Grantee shall at all reasonable times while he is in possession of the Green Area allow free access over and along the Green Area for all Government and public vehicular and pedestrian traffic and shall ensure that such access shall not be interfered with or obstructed by the carrying out of the works whether under Special Condition No.(6) hereof or otherwise.

Special Condition No.(8) stipulates that: –

The Grantee shall not without the prior written consent of the Director use the Green Area for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in Special Condition No.(6) hereof.

Special Condition No.(9) stipulates that: –

The Grantee shall at all reasonable times while he is in possession of the Green Area permit the Director, his officers, contractors and any other persons authorized by him, the right of ingress, egress and regress to, from and through the lot and the Green Area for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition No.(6)(a) hereof and the carrying out, inspecting, checking and supervising of the works under Special Condition No.(6)(b) hereof and any other works which the Director may consider necessary in the Green Area.

(II) Provisions of the Deed of Mutual Covenant

Clause 38(bq) in Section III of the Principal Deed of Mutual Covenant stipulates that the Manager shall have the duty and full and unrestricted authority to maintain the Green Area together with the Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director of Lands until such time as possession of the Green Area has been re-delivered to the Government in accordance with Special Condition No.(7) of the Government Grant.

Plan showing the location of the Green Area as far as it is practicable to do so is appended hereto at the end of this section.

2. The Public Pedestrian Walkway as referred to in Special Condition No.(24) of the Land Grant

(I) Provisions of the Land Grant

Special Condition No.(24) stipulates that: –

(a) The Grantee shall within 96 calendar months from the date of this Agreement at his own expense and in all respects to the satisfaction of the Director lay, form, provide, construct and surface such continuous or segregated pedestrian ways or paths (together with such stairs, ramps, lightings and escalators as the Director in his absolute discretion may require) for the purposes as specified in sub-clause (b) of this Special Condition (hereinafter referred to as "the Public Pedestrian Walkway") at such positions, in such manner, with such materials and to such standards, levels, alignment and designs as the Director shall approve.

(b) The Public Pedestrian Walkway shall follow the shortest possible route or such other route as may be approved by the Director and shall have a width of not less than 7.6 metres and not more than 20 metres, or such other widths as may be approved by the Director, and at least 6 metres, or such other minimum width as may be approved by Director, of it shall be covered and the Public Pedestrian Walkway shall be constructed and designed so as to link up the future footbridges as shown and marked "COVERED FOOTBRIDGE" and "PROPOSED FUTURE FOOTBRIDGE" on Plan I annexed thereto.

(c) The Grantee shall throughout the whole term hereby agreed to be granted maintain at his own expense the Public Pedestrian Walkway in good and substantial repair and condition in all respects to the satisfaction of the Director.

(d) The Grantee shall throughout the whole term hereby agreed to be granted keep the Public Pedestrian Walkway open for the use by members of the public 24 hours a day free of charge without any interruption.

(e) The whole of the area (except the portion of the Public Pedestrian Walkway to be provided in the building or buildings to be erected on the lot to be used for non-industrial (excluding private residential, godown, office, hotel and petrol filling station purposes) of the Public Pedestrian Walkway, with or without cover, provided or to be provided under sub-clause (a) of this Special Condition shall not be taken into account for the purpose of calculating the total gross floor area stipulated in Special Condition No.(15) hereof. The portion of the Public Pedestrian Walkway to be provided in the building or buildings to be erected on the lot for non-industrial (excluding private residential, godown, office, hotel and petrol filling station) purposes will be taken into account for the purpose of calculating the total gross floor area stipulated in Special Condition No.(15) hereof. The decision of the Director as to what constitutes the portion of the Public Pedestrian Walkway to be provided in the building or buildings to be erected on the lot for non-industrial (excluding private residential, godown, office, hotel and petrol filling station) purposes shall be final and binding on the Grantee.

(II) Provisions of the Deed of Mutual Covenant

Clause 8C in Section I of the Principal Deed of Mutual Covenant stipulates that prior to the execution of the relevant Sub-Deed of the Commercial Development In Phase One, the Owner of the Commercial Development In Phase One shall at its own costs be responsible for maintaining such portion of the Public Pedestrian Walkway forming part of the Commercial Development In Phase One in good and substantial repair and condition in all respects to the satisfaction of the Director of Lands.

Clause 38(br) in Section III of the Principal Deed of Mutual Covenant stipulates that the Manager shall have the duty and full and unrestricted authority to keep the Public Pedestrian Walkway open for the use by members of the public 24 hours a day free of charges without any interruption.

Clause 38(bs) in Section III of the Principal Deed of Mutual Covenant stipulates that subject to Clause 8C in Section I, the Manager shall have the duty and full and unrestricted authority to maintain the Public Pedestrian Walkway in good and substantial repair and condition in all respects to the satisfaction of the Director of Lands and for the avoidance of doubt, if the relevant Sub-Deed of the Commercial Development In Phase One has not yet been executed, the Manager is only required to maintain the Public Pedestrian Walkway other than such portion forming part of the Commercial Development In Phase One.

Plan showing the location of the Public Pedestrian Walkway as far as it is practicable to do so is appended hereto at the end of this section.

3. The Covered Footbridge as referred to in Special Condition No.(25) of the Land Grant

(I) Provisions of the Land Grant

Special Condition No.(25) stipulates that: –

(a) The Grantee shall within 96 calendar months from the date of this Agreement or within such time limit as may be approved by the Director at the Grantee's own expense and in all respects to the satisfaction of the Director construct:

(i) one single-storey covered footbridge (hereinafter referred to as "the Covered Footbridge") together with all supports and connections (including any supports and connections which the Director in his absolute discretion considers necessary for any future extension to the Covered Footbridge) as shall be required or approved by the Director, in the approximate position shown and marked "COVERED FOOTBRIDGE" on Plan I annexed hereto. The Covered Footbridge shall be constructed with such materials and to such standards, levels, alignment, disposition and designs as shall be required and approved by the Director including but not limited to the provision and construction of such supports, ramps, associated staircases and landings, escalators, lifts and such internal and external fittings and fixtures and such light fittings as the Director in his sole discretion may require. The Covered Footbridge shall connect with the existing footbridge leading to Wu Kai Sha Station of Ma On Shan Rail as shown on Plan I annexed hereto at the level of 16.45 metres above Hong Kong Principal Datum or at such other level as may be approved by the Director subject to a clear internal width of 7.6 metres and a clear internal headroom of 3.8 metres or such other width or headroom as may be approved by the Director. The Grantee shall at its own costs and expenses carry out any necessary modification works to the said existing footbridge so that the Covered Footbridge can be connected to the said existing footbridge provided that the Grantee shall fully indemnify Government for any costs, claims, losses and damages which may arise out of such modification works;

(ii) in the lot or the building or buildings to be erected upon the lot supports and connections (hereinafter referred to as "the Footbridge Supports and Connections") with such materials, to such specifications and standards and at such points and levels as shall be required and approved by the Director for the proposed pedestrian footbridges which are to be located at the approximate positions indicated on Plan I annexed hereto and marked "COVERED FOOTBRIDGE" and "PROPOSED FUTURE FOOTBRIDGE" so that the said proposed pedestrian footbridges can be constructed and connected to the lot and that pedestrian access can be gained over the said proposed pedestrian footbridges to and from the Public Pedestrian Walkway.

(b) In the event of the non-fulfillment of the Grantee's obligation under sub-clauses (a) and (e) of this Special Condition within the said time limit specified by the Director, the Government may carry out the necessary construction or maintenance works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding upon the Grantee. For the purpose of carrying out the works aforesaid, the Government, its officers, agents, contractors, workmen or other duly authorized personnel shall have free and uninterrupted right at all reasonable times to enter into the lot or any part thereof and any building or buildings erected or to be erected thereon. The Government, its officers, agents, contractors, workmen or other duly authorized personnel shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee arising out of or incidental to the exercise by him or them of the right of entry conferred under this Sub-clause, and no claim shall be made against him or them by the Grantee in respect of any loss, damage, nuisance or disturbance.

(c) (i) The Covered Footbridge and the Footbridge Supports and Connections shall not be used for any purpose other than for the passage of all members of the public on foot or by wheelchair.

(ii) The Grantee shall not use or permit or suffer to be used any part of the Covered Footbridge and the Footbridge Supports and Connections either externally or internally for advertising or for the display of any signs, notices or posters whatsoever unless otherwise approved or required by the Director.

(iii) The Grantee shall not do or permit or suffer to be done in the Covered Footbridge and the Footbridge Supports and Connections anything that may be or become a nuisance or annoyance or that may cause inconvenience or damage to any person or vehicle passing under the Covered Footbridge and the Footbridge Supports and Connections or to any owner or occupier of any adjacent or neighbouring lot or lots or premises.

(iv) The Grantee shall at all times during the day or night throughout the period during which the Covered Footbridge and the Footbridge Supports and Connections are in existence permit all members of the public for all lawful purposes freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair along, to, from, through, over, up and down the Covered Footbridge and the Footbridge Supports and Connections.

(v) The Grantee shall at his own expense keep the Covered Footbridge and the Footbridge Supports and Connections illuminated at all times during the day and night to the satisfaction of the Director so that pedestrian traffic may safely be carried thereon.

(d) The Grantee shall indemnify and keep indemnified the Government, its officers, agents, contractors, workmen or other duly authorized personnel from and against all liabilities and all actions, proceedings, costs, claims, expenses, loss, damages, charges and demands of whatsoever nature arising out of or in connection with anything done or omitted to be done by the Grantee, his servants, workmen and contractors in connection with the construction, alteration, repair and maintenance of the Covered Footbridge and the Footbridge Supports and Connections.

(e) Throughout the whole of the term hereby agreed to be granted the Grantee shall at his own expense upkeep, manage, maintain, repair and clean the Covered Footbridge and the Footbridge Supports and Connections or any part and parts thereof or any replacement thereof to be provided by the Grantee in accordance with sub-clause (f) of this Special Condition in good and substantial repair and condition and in all respects to the satisfaction of the Director.

(f) In the event of any redevelopment of the lot or any part thereof whereby the Covered Footbridge and Footbridge Supports and Connections or any part or parts thereof are required to be demolished, the Grantee shall, within such time limit as shall be laid down by the Director, at his own expense and in all respects to the satisfaction of the Director, replace the same by the construction and completion of such new covered footbridge and footbridge supports and connections or a part or parts thereof to such standards and with such design, materials and at such width, levels and positions as the Director shall approve or require.

(g) It is hereby expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in Special Condition Nos.(24)(d), (25)(c)(iv) and (25)(c)(v) hereof neither the Grantee intends to dedicate nor the Government consents to any dedication of the Public Pedestrian Walkway, the Covered Footbridge and the Footbridge Supports and Connections or any parts or parts thereof to the public for the right of passage.

(h) It is expressly agreed and declared that the obligation on the part of the Grantee contained in Special Condition Nos.(24)(d), (25)(c)(iv) and (25)(c)(v) hereof will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto, substitution therefor, or otherwise and for the avoidance of doubt the Grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.

(II) Provisions of the Deed of Mutual Covenant

Clause 39(e) in Section III of the Principal Deed of Mutual Covenant stipulates that the Manager shall have the power to upkeep, manage, maintain, repair and clean the Covered Footbridge and the Footbridge Supports and Connections or any part and parts thereof or any replacement thereof to be provided by the Grantee in accordance with Special Condition No.(25)(e) of the Government Grant in good and substantial repair and condition and in all respects to the satisfaction of the Director of Lands.

Clause 42 in the Third Schedule to the Principal Deed of Mutual Covenant stipulates that : –

(a) The Covered Footbridge and the Footbridge Supports and Connections shall not be used for any purpose other than for the passage of all members of the public on foot or by wheelchair.

(b) No Owner shall use or permit or suffer to be used any part of the Covered Footbridge and the Footbridge Supports and Connections either externally or internally for advertising or for the display of any signs, notices or posters whatsoever unless otherwise approved or required by the Director of Lands.

(c) No Owner shall do or permit or suffer to be done in the Covered Footbridge and the Footbridge Supports and Connections anything that may be or become a nuisance or annoyance or that may cause inconvenience or damage to any person or vehicle passing under the Covered Footbridge and the Footbridge Supports and Connections or to any owner or occupier of any adjacent or neighbouring lot or lots or premises.

(d) Every Owner shall at all times during the day or night throughout the period during which the Covered Footbridge and the Footbridge Supports and Connections are in existence permit all members of the public for all lawful purposes freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair along, to, from, through, over, up and down the Covered Footbridge and the Footbridge Supports and Connections.

Plan showing the location of the Covered Footbridge as far as it is practicable to do so is appended hereto at the end of this section.

4. The Maintenance Access Area as referred to in Special Condition No.(27) of the Land Grant

(I) Provisions of the Land Grant

Special Condition No.(27) stipulates that: –

(a) No building or structure or support for any building or structure (including boundary walls and fences) shall be erected or constructed on, over, under, above, below or within the areas shown coloured pink hatched black, pink hatched black stippled black and pink hatched black cross hatched black stippled black (hereinafter referred to as "the Maintenance Access Area") on Plan I annexed hereto except with the prior written approval of the Director of Highways.

(b) The boundary walls and fences running along the Maintenance Access Area and within the areas shown coloured pink, pink stippled black and pink cross hatched black stippled black shall be designed and constructed in all respects to the satisfaction of the Director of Highways. Subject to the prior written approval of the Director of Highways, the Grantee may erect boundary walls and fences on the Maintenance Access Area. The design and maintenance of the said boundary walls and fences shall be in all respects to the satisfaction of the Director of Highways.

(c) The Government and his duly authorized officers, contractors, his or their workmen and any other persons authorized by him or them (hereinafter collectively referred to as "the authorized persons") with or without tools, equipment, or machinery shall upon reasonable prior notice being given to the Grantee have the right of unrestricted ingress, egress and regress to, from and through the Maintenance Access Area free of costs for the purposes of carrying out site investigation, maintenance works and site inspection of the adjoining retaining structures which the Government may require or authorize. Save in respect of restoring and making good the Maintenance Access Area to the same condition prior to the carrying out of site investigation, maintenance works and site inspection, the Government and the authorized persons, shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee arising out of or incidental to the exercise by the Government or the authorized persons of the right of unrestricted ingress, egress and regress and in the carrying out of the site investigation, maintenance works and site inspection conferred under this Special Condition and no claim shall be made against the Government or the authorized persons by the Grantee in respect of any such loss, damage, nuisance or disturbance.

(II) Provisions of the Deed of Mutual Covenant

Clause 39(f) in Section III of the Principal Deed of Mutual Covenant stipulates that subject to the prior written approval of the Director of Highways, to erect boundary walls and fences on the maintenance access area (as defined and referred to in Special Condition No.(27)(a) of the Government Grant as "Maintenance Access Area"). The design and maintenance of the said boundary walls and fences shall be in all respects to the satisfaction of the Director of Highways.

Plan showing the location of the Maintenance Access Area as far as it is practicable to do so is appended hereto at the end of this section.

B. Information on any facilities or open space that is required under the land grant to be managed, operated or maintained for public use at the expense of the owners of the residential properties in the development

1. The Green Area as referred to in Special Condition Nos.(6), (7), (8) and (9) of the Land Grant

(I) Provisions of the Land Grant

Special Condition No.(6) stipulates that: –

(a) The Grantee shall:

(i) within 96 calendar months from the date of this Agreement (or such other extended periods as may be approved by the Director), at his own expense, in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:

(I) lay and form those portions of future public roads shown coloured green on Plan I annexed hereto (hereinafter referred to as "the Green Area"); and

(II) provide and construct such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director in his sole discretion may require (hereinafter collectively referred to as "the Structures")

so that building, vehicular and pedestrian traffic may be carried on the Green Area.

(ii) within 96 calendar months from the date of this Agreement or such other extended periods as may be approved by the Director, at his own expense and to the satisfaction of the Director, surface, kerb and channel the Green Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road markings as the Director may require; and

(iii) maintain at his own expense the Green Area together with the Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the Green Area has been delivered in accordance with Special Condition No.(7) hereof.

(b) In the event of the non-fulfilment of the Grantee's obligations under sub-clause (a) of this Special Condition within the prescribed period stated therein, the Government may carry out the necessary works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and shall be binding upon the Grantee.

(c) The Director shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person whether arising out of or incidental to the fulfilment of the Grantee's obligations under sub-clause (a) of this Special Condition or the exercise of the rights by the Government under sub-clause (b) of this Special Condition or otherwise, and no claim for compensation shall be made against the Government or the Director or his authorized officer by the Grantee in respect of any such loss, damage, nuisance or disturbance.

Special Condition No.(7) stipulates that: –

For the purpose only of carrying out the necessary works specified in Special Condition No.(6) hereof, the Grantee shall on the date of this Agreement be granted possession of the Green Area. The Green Area shall be re-delivered to the Government on demand and in any event shall be deemed to have been re-delivered to the Government by the Grantee on the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction. The Grantee shall at all reasonable times while he is in possession of the Green Area allow free access over and along the Green Area for all Government and public vehicular and pedestrian traffic and shall ensure that such access shall not be interfered with or obstructed by the carrying out of the works whether under Special Condition No.(6) hereof or otherwise.

Special Condition No.(8) stipulates that: –

The Grantee shall not without the prior written consent of the Director use the Green Area for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in Special Condition No.(6) hereof.

Special Condition No.(9) stipulates that: –

The Grantee shall at all reasonable times while he is in possession of the Green Area permit the Director, his officers, contractors and any other persons authorized by him, the right of ingress, egress and regress to, from and through the lot and the Green Area for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition No.(6)(a) hereof and the carrying out, inspecting, checking and supervising of the works under Special Condition No.(6)(b) hereof and any other works which the Director may consider necessary in the Green Area.

(II) Provisions of the Deed of Mutual Covenant

Clause 38(bq) in Section III of the Principal Deed of Mutual Covenant stipulates that the Manager shall have the duty and full and unrestricted authority to maintain the Green Area together with the Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director of Lands until such time as possession of the Green Area has been re-delivered to the Government in accordance with Special Condition No.(7) of the Government Grant.

Plan showing the location of the Green Area as far as it is practicable to do so is appended hereto at the end of this section.

2. The Public Pedestrian Walkway as referred to in Special Condition No.(24) of the Land Grant

(I) Provisions of the Land Grant

Special Condition No.(24) stipulates that: –

(a) The Grantee shall within 96 calendar months from the date of this Agreement at his own expense and in all respects to the satisfaction of the Director lay, form, provide, construct and surface such continuous or segregated pedestrian ways or paths (together with such stairs, ramps, lightings and escalators as the Director in his absolute discretion may require) for the purposes as specified in sub-clause (b) of this Special Condition (hereinafter referred to as "the Public Pedestrian Walkway") at such positions, in such manner, with such materials and to such standards, levels, alignment and designs as the Director shall approve.

(b) The Public Pedestrian Walkway shall follow the shortest possible route or such other route as may be approved by the Director and shall have a width of not less than 7.6 metres and not more than 20 metres, or such other widths as may be approved by the Director, and at least 6 metres, or such other minimum width as may be approved by Director, of it shall be covered and the Public Pedestrian Walkway shall be constructed and designed so as to link up the future footbridges as shown and marked "COVERED FOOTBRIDGE" and "PROPOSED FUTURE FOOTBRIDGE" on Plan I annexed thereto.

(c) The Grantee shall throughout the whole term hereby agreed to be granted maintain at his own expense the Public Pedestrian Walkway in good and substantial repair and condition in all respects to the satisfaction of the Director.

(d) The Grantee shall throughout the whole term hereby agreed to be granted keep the Public Pedestrian Walkway open for the use by members of the public 24 hours a day free of charge without any interruption.

(e) The whole of the area (except the portion of the Public Pedestrian Walkway to be provided in the building or buildings to be erected on the lot to be used for non-industrial (excluding private residential, godown, office, hotel and petrol filling station purposes)) of the Public Pedestrian Walkway, with or without cover, provided or to be provided under sub-clause (a) of this Special Condition shall not be taken into account for the purpose of calculating the total gross floor area stipulated in Special Condition No.(15) hereof. The portion of the Public Pedestrian Walkway to be provided in the building or buildings to be erected on the lot for non-industrial (excluding private residential, godown, office, hotel and petrol filling station) purposes will be taken into account for the purpose of calculating the total gross floor area stipulated in Special Condition No.(15) hereof. The decision of the Director as to what constitutes the portion of the Public Pedestrian Walkway to be provided in the building or buildings to be erected on the lot for non-industrial (excluding private residential, godown, office, hotel and petrol filling station) purposes shall be final and binding on the Grantee.

(II) Provisions of the Deed of Mutual Covenant

Clause 8C in Section I of the Principal Deed of Mutual Covenant stipulates that prior to the execution of the relevant Sub-Deed of the Commercial Development In Phase One, the Owner of the Commercial Development In Phase One shall at its own costs be responsible for maintaining such portion of the Public Pedestrian Walkway forming part of the Commercial Development In Phase One in good and substantial repair and condition in all respects to the satisfaction of the Director of Lands.

Clause 38(br) in Section III of the Principal Deed of Mutual Covenant stipulates that the Manager shall have the duty and full and unrestricted authority to keep the Public Pedestrian Walkway open for the use by members of the public 24 hours a day free of charges without any interruption.

Clause 38(bs) in Section III of the Principal Deed of Mutual Covenant stipulates that subject to Clause 8C in Section I, the Manager shall have the duty and full and unrestricted authority to maintain the Public Pedestrian Walkway in good and substantial repair and condition in all respects to the satisfaction of the Director of Lands and for the avoidance of doubt, if the relevant Sub-Deed of the Commercial Development In Phase One has not yet been executed, the Manager is only required to maintain the Public Pedestrian Walkway other than such portion forming part of the Commercial Development In Phase One.

Plan showing the location of the Public Pedestrian Walkway as far as it is practicable to do so is appended hereto at the end of this section.

3. The Covered Footbridge as referred to in Special Condition No.(25) of the Land Grant

(I) Provisions of the Land Grant

Special Condition No.(25) stipulates that:-

(a) The Grantee shall within 96 calendar months from the date of this Agreement or within such time limit as may be approved by the Director at the Grantee's own expense and in all respects to the satisfaction of the Director construct:

(i) one single-storey covered footbridge (hereinafter referred to as "the Covered Footbridge") together with all supports and connections (including any supports and connections which the Director in his absolute discretion considers necessary for any future extension to the Covered Footbridge) as shall be required or approved by the Director, in the approximate position shown and marked "COVERED FOOTBRIDGE" on Plan I annexed hereto. The Covered Footbridge shall be constructed with such materials and to such standards, levels, alignment, disposition and designs as shall be required and approved by the Director including but not limited to the provision and construction of such supports, ramps, associated staircases and landings, escalators, lifts and such internal and external fittings and fixtures and such light fittings as the Director in his sole discretion may require. The Covered Footbridge shall connect with the existing footbridge leading to Wu Kai Sha Station of Ma On Shan Rail as shown on Plan I annexed hereto at the level of 16.45 metres above Hong Kong Principal Datum or at such other level as may be approved by the Director subject to a clear internal width of 7.6 metres and a clear internal headroom of 3.8 metres or such other width or headroom as may be approved by the Director. The Grantee shall at its own costs and expenses carry out any necessary modification works to the said existing footbridge so that the Covered Footbridge can be connected to the said existing footbridge provided that the Grantee shall fully indemnify Government for any costs, claims, losses and damages which may arise out of such modification works;

(ii) in the lot or the building or buildings to be erected upon the lot supports and connections (hereinafter referred to as "the Footbridge Supports and Connections") with such materials, to such specifications and standards and at such points and levels as shall be required and approved by the Director for the proposed pedestrian footbridges which are to be located at the approximate positions indicated on Plan I annexed hereto and marked "COVERED FOOTBRIDGE" and "PROPOSED FUTURE FOOTBRIDGE" so that the said proposed pedestrian footbridges can be constructed and connected to the lot and that pedestrian access can be gained over the said proposed pedestrian footbridges to and from the Public Pedestrian Walkway.

(b) In the event of the non-fulfillment of the Grantee's obligation under sub-clauses (a) and (e) of this Special Condition within the said time limit specified by the Director, the Government may carry out the necessary construction or maintenance works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding upon the Grantee. For the purpose of carrying out the works aforesaid, the Government, its officers, agents, contractors, workmen or other duly authorized personnel shall have free and uninterrupted right at all reasonable times to enter into the lot or any part thereof and any building or buildings erected or to be erected thereon. The Government, its officers, agents, contractors, workmen or other duly authorized personnel shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee arising out of or incidental to the exercise by him or them of the right of entry conferred under this Sub-clause, and no claim shall be made against him or them by the Grantee in respect of any loss, damage, nuisance or disturbance.

(c) (i) The Covered Footbridge and the Footbridge Supports and Connections shall not be used for any purpose other than for the passage of all members of the public on foot or by wheelchair.

(ii) The Grantee shall not use or permit or suffer to be used any part of the Covered Footbridge and the Footbridge Supports and Connections either externally or internally for advertising or for the display of any signs, notices or posters whatsoever unless otherwise approved or required by the Director.

(iii) The Grantee shall not do or permit or suffer to be done in the Covered Footbridge and the Footbridge Supports and Connections anything that may be or become a nuisance or annoyance or that may cause inconvenience or damage to any person or vehicle passing under the Covered Footbridge and the Footbridge Supports and Connections or to any owner or occupier of any adjacent or neighbouring lot or lots or premises.

(iv) The Grantee shall at all times during the day or night throughout the period during which the Covered Footbridge and the Footbridge Supports and Connections are in existence permit all members of the public for all lawful purposes freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair along, to, from, through, over, up and down the Covered Footbridge and the Footbridge Supports and Connections.

(v) The Grantee shall at his own expense keep the Covered Footbridge and the Footbridge Supports and Connections illuminated at all times during the day and night to the satisfaction of the Director so that pedestrian traffic may safely be carried thereon.

(d) The Grantee shall indemnify and keep indemnified the Government, its officers, agents, contractors, workmen or other duly authorized personnel from and against all liabilities and all actions, proceedings, costs, claims, expenses, loss, damages, charges and demands of whatsoever nature arising out of or in connection with anything done or omitted to be done by the Grantee, his servants, workmen and contractors in connection with the construction, alteration, repair and maintenance of the Covered Footbridge and the Footbridge Supports and Connections.

(e) Throughout the whole of the term hereby agreed to be granted the Grantee shall at his own expense upkeep, manage, maintain, repair and clean the Covered Footbridge and the Footbridge Supports and Connections or any part and parts thereof or any replacement thereof to be provided by the Grantee in accordance with sub-clause (f) of this Special Condition in good and substantial repair and condition and in all respects to the satisfaction of the Director.

(f) In the event of any redevelopment of the lot or any part thereof whereby the Covered Footbridge and Footbridge Supports and Connections or any part or parts thereof are required to be demolished, the Grantee shall, within such time limit as shall be laid down by the Director, at his own expense and in all respects to the satisfaction of the Director, replace the same by the construction and completion of such new covered footbridge and footbridge supports and connections or a part or parts thereof to such standards and with such design, materials and at such width, levels and positions as the Director shall approve or require.

(g) It is hereby expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in Special Condition Nos.(24)(d), (25)(c)(iv) and (25)(c)(v) hereof neither the Grantee intends to dedicate nor the Government consents to any dedication of the Public Pedestrian Walkway, the Covered Footbridge and the Footbridge Supports and Connections or any parts or parts thereof to the public for the right of passage.

(h) It is expressly agreed and declared that the obligation on the part of the Grantee contained in Special Condition Nos.(24)(d), (25)(c)(iv) and (25)(c)(v) hereof will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto, substitution therefore, or otherwise and for the avoidance of doubt the Grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.

(II) Provisions of the Deed of Mutual Covenant

Clause 39(e) in Section III of the Principal Deed of Mutual Covenant stipulates that the Manager shall have the power to upkeep, manage, maintain, repair and clean the Covered Footbridge and the Footbridge Supports and Connections or any part and parts thereof or any replacement thereof to be provided by the Grantee in accordance with Special Condition No.(25)(e) of the Government Grant in good and substantial repair and condition and in all respects to the satisfaction of the Director of Lands.

Clause 42 in the Third Schedule of the Principal Deed of Mutual Covenant stipulates that : –

(a) The Covered Footbridge and the Footbridge Supports and Connections shall not be used for any purpose other than for the passage of all members of the public on foot or by wheelchair.

(b) No Owner shall use or permit or suffer to be used any part of the Covered Footbridge and the Footbridge Supports and Connections either externally or internally for advertising or for the display of any signs, notices or posters whatsoever unless otherwise approved or required by the Director of Lands.

(c) No Owner shall do or permit or suffer to be done in the Covered Footbridge and the Footbridge Supports and Connections anything that may be or become a nuisance or annoyance or that may cause inconvenience or damage to any person or vehicle passing under the Covered Footbridge and the Footbridge Supports and Connections or to any owner or occupier of any adjacent or neighbouring lot or lots or premises.

(d) Every Owner shall at all times during the day or night throughout the period during which the Covered Footbridge and the Footbridge Supports and Connections are in existence permit all members of the public for all lawful purposes freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair along, to, from, through, over, up and down the Covered Footbridge and the Footbridge Supports and Connections.

Plan showing the location of the Covered Footbridge as far as it is practicable to do so is appended hereto at the end of this section.

C. Information on any part of the land (on which the development is situated) that is dedicated to the public for the purposes of regulation 22(1) of the Building (Planning) Regulations (Cap. 123 sub. leg. F)

Not applicable.

Remarks:

(1) Prior to the execution of the Principal Deed of Mutual Covenant, all expenses of managing, operating or maintaining the Green Area, the Public Pedestrian Walkway, the Covered Footbridge and the Maintenance Access Area are borne by the Vendor solely.

(2) After the execution of the Principal Deed of Mutual Covenant but before the execution of any Sub-Deeds of Mutual Covenant in respect of the subsequent phases, all Owners of the Units in Phase 1 are required to meet a proportion of the expense of managing, operating or maintaining the Green Area, portions of the Public Pedestrian Walkway (which form part of the Estate Common Areas In Phase One and hence forming part of the Estate Common Areas), the Covered Footbridge and the Maintenance Access Area through the management expenses apportioned to the Units in Phase 1 concerned.

(3) After the execution of the Sub-Deed of Mutual Covenant in respect of Phase 2, all Owners of the Units in Phase 1 and Phase 2 are required to meet a proportion of the expense of managing, operating or maintaining the Green Area, portions of the Public Pedestrian Walkway (which form part of the Estate Common Areas In Phase One and hence forming part of the Estate Common Areas), the Covered Footbridge and the Maintenance Access Area through the management expenses apportioned to the Units in Phase 1 and Phase 2 concerned.

(4) After the execution of the Sub-Deed of Mutual Covenant in respect of Phase 3, all Owners of the Units in Phase 1, Phase 2 and Phase 3 are required to meet a proportion of the expense of managing, operating or maintaining the Green Area, portions of the Public Pedestrian Walkway (which form part of the Estate Common Areas In Phase One and hence forming part of the Estate Common Areas), the Covered Footbridge and the Maintenance Access Area through the management expenses apportioned to the Units in Phase 1, Phase 2 and Phase 3 concerned.

(5) After the execution of the Sub-Deed of Mutual Covenant in respect of Phase 4, all Owners of the Units in Phase 1, Phase 2, Phase 3 and Phase 4 are required to meet a proportion of the expense of managing, operating or maintaining the Green Area, portions of the Public Pedestrian Walkway (which form part of the Estate Common Areas In Phase One and form part of the Estate Common Areas In Phase Four and hence forming part of the Estate Common Areas), the Covered Footbridge and the Maintenance Access Area through the management expenses apportioned to the Units in Phase 1, Phase 2, Phase 3 and Phase 4 concerned.

(6) After the execution of the Sub-Deed of Mutual Covenant in respect of Phase 5, all Owners of the Units in Phase 1, Phase 2, Phase 3, Phase 4 and Phase 5 are required to meet a proportion of the expense of managing, operating or maintaining the Green Area, portions of the Public Pedestrian Walkway (which form part of the Estate Common Areas In Phase One and form part of the Estate Common Areas In Phase Four and hence forming part of the Estate Common Areas), the Covered Footbridge and the Maintenance Access Area through the management expenses apportioned to the Units in Phase 1, Phase 2, Phase 3, Phase 4 and Phase 5 concerned.

(7) Prior to the execution of the Sub-Deed of Mutual Covenant in respect of the Commercial Development In Phase One, all expenses of managing, operating or maintaining such portion of the Public Pedestrian Walkway (which forms part of the Commercial Development In Phase One) are borne by the Owner of the Commercial Development In Phase One solely.

24小時行人通道平面圖
24 Hours Pedestrian Walkway Plan

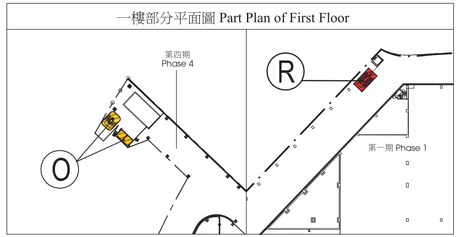
發展項目的界線
Site boundary of the development

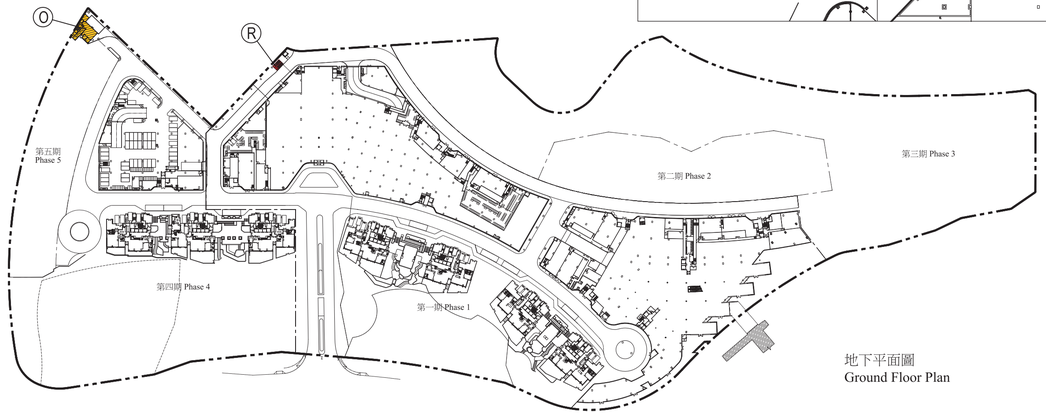
發展項目期數的分界線
Boundary line for phases of the development

24小時行人通道 (即公眾行人通道) 24 Hours Pedestrian Walkway (i.e. Public Pedestrian Walkway) (構成第一期商業發展一部分) (Forming part of the Commercial Development In Phase One)

24小時行人通道 (即公眾行人通道) 24 Hours Pedestrian Walkway (i.e. Public Pedestrian Walkway) (構成第四期屋苑公用地方一部分) (Forming part of the Estate Common Areas In Phase Four)

一樓部分平面圖 Part Plan of First Floor

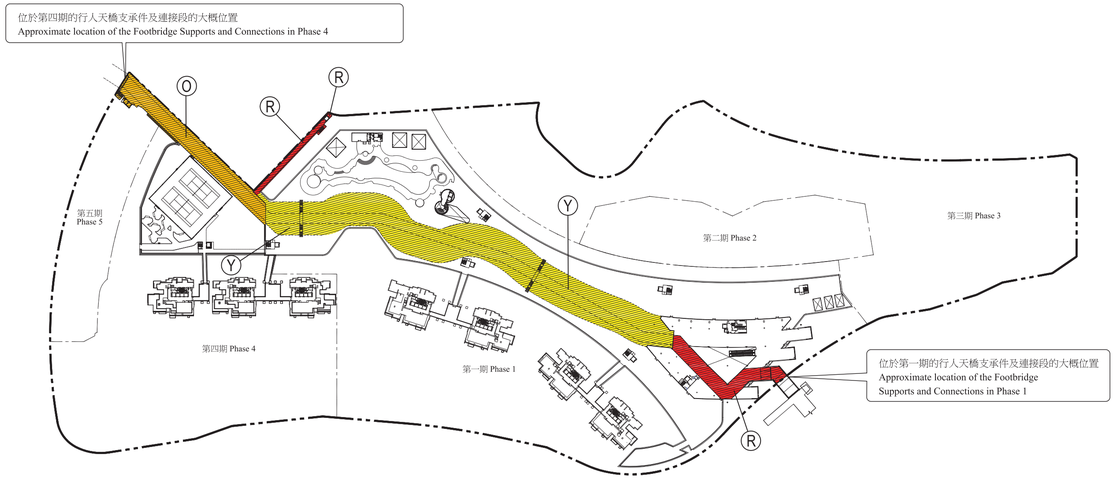




地下平面圖
Ground Floor Plan

備註 ：位於發展項目發展期內的公眾行人通道部分將於相關發展期的副公契附圖上顯示出來。
Note ：Those portions of the Public Pedestrian Walkway located at the phase(s) of the development will be shown on the plan(s) annexed to the Sub-Deed(s) of Mutual Covenant of the relevant phase(s).

24小時行人通道及有蓋行人天橋平面圖 (二樓)
24 Hours Pedestrian Walkway and Covered Footbridge Plan (Second Floor)



發展項目的界線
Site boundary of the development

發展項目期數的分界線
Boundary line for phases of the development

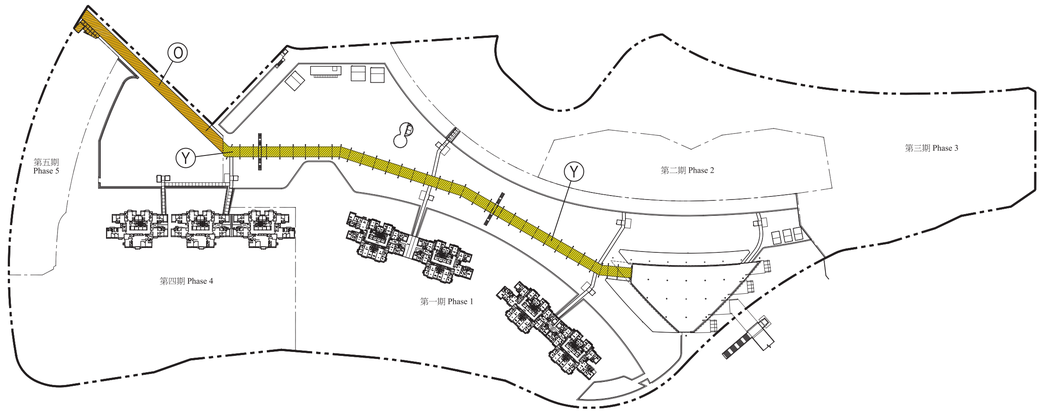
24小時行人通道 (即公眾行人通道) 24 Hours Pedestrian Walkway (i.e. Public Pedestrian Walkway)
(構成第一期商業發展一部分) (Forming part of the Commercial Development In Phase One)

24小時行人通道 (即公眾行人通道) 24 Hours Pedestrian Walkway (i.e. Public Pedestrian Walkway)
(構成第一期屋苑公用地方一部分) (Forming part of the Estate Common Areas In Phase One)

24小時行人通道 (即公眾行人通道) 24 Hours Pedestrian Walkway (i.e. Public Pedestrian Walkway)
(構成第四期屋苑公用地方一部分) (Forming part of the Estate Common Areas In Phase Four)

備註：位於發展項目發展期內的公眾行人通道部分將於相關發展期的副公契附圖上顯示出來。
Note： Those portions of the Public Pedestrian Walkway located at the phase(s) of the development will be shown on the plan(s) annexed to the Sub-Deed(s) of Mutual Covenant of the relevant phase(s).

24小時行人通道平面圖 (於香港主水平基準以上20.5米)
24 Hours Pedestrian Walkway Plan (20.5 metres above the Hong Kong Principle Datum)



發展項目的界線
Site boundary of the development

發展項目期數的分界線
Boundary line for phases of the development

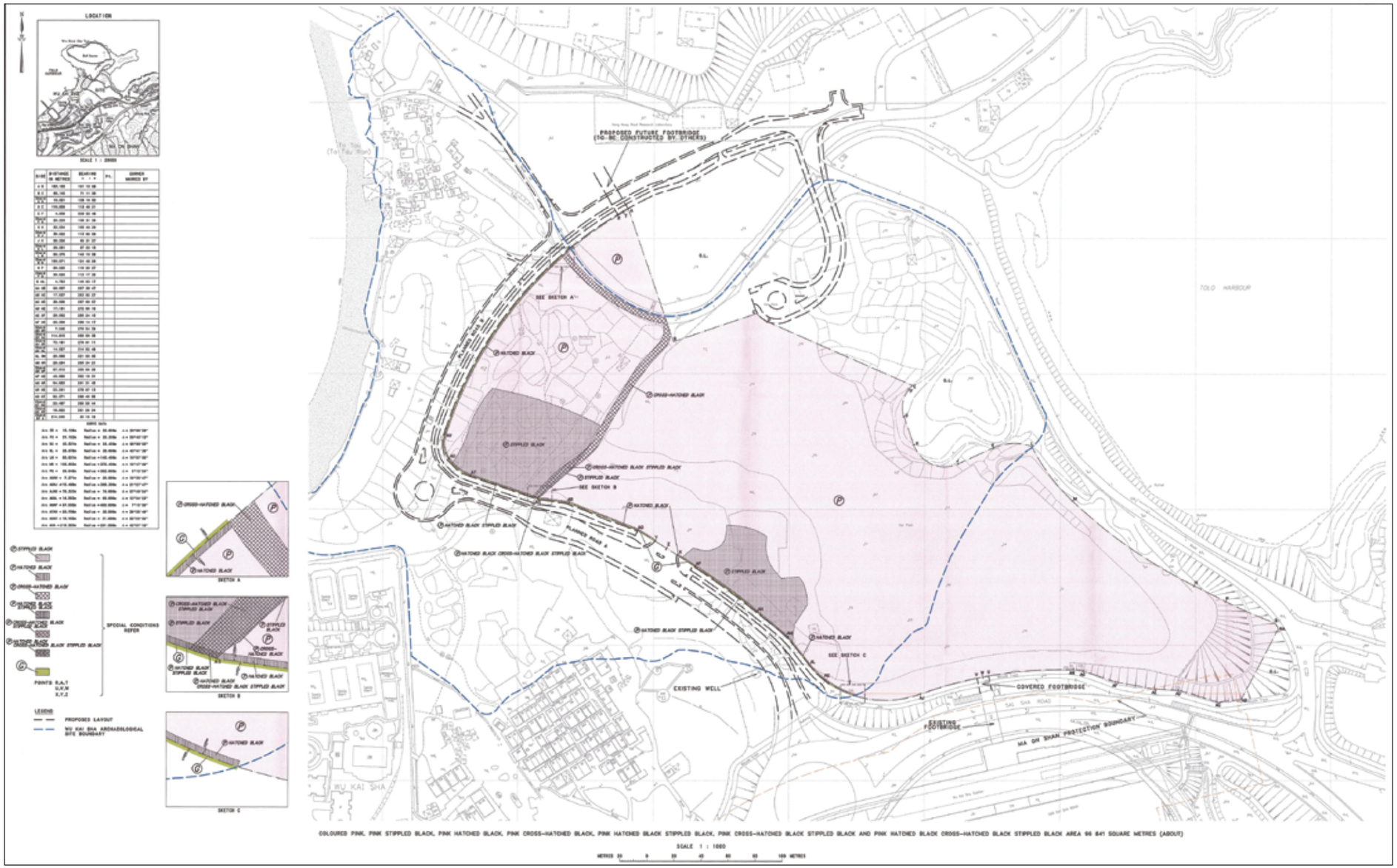
24小時行人通道 (即公眾行人通道) 24 Hours Pedestrian Walkway (i.e. Public Pedestrian Walkway)
(構成第一期屋苑公用地方一部分) (Forming part of the Estate Common Areas In Phase One)

24小時行人通道 (即公眾行人通道) 24 Hours Pedestrian Walkway (i.e. Public Pedestrian Walkway)
(構成第四期屋苑公用地方一部分) (Forming part of the Estate Common Areas In Phase Four)

備註：位於發展項目發展期內的公眾行人通道部分將於相關發展期的副公契附圖上顯示出來。
Note： Those portions of the Public Pedestrian Walkway located at the phase(s) of the development will be shown on the plan(s) annexed to the Sub-Deed(s) of Mutual Covenant of the relevant phase(s).

16. 公共設施及公眾休憩用地的資料
INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

公共設施及公眾休憩用地的資料中A1, B1及A4段所述的圖則
Plan referred to in Sections A1, B1 and A4 of Information on Public Facilities and Public Open Spaces



綠色範圍
Green Area

粉紅色加黑斜線
Pink Hatched Black

粉紅色加黑斜線
及黑點
Pink Hatched Black
Stippled Black

粉紅色加黑斜線
黑十字線及黑點
Pink Hatched Black
Cross Hatched Black
Stippled Black

備註: 本圖僅作顯示綠色範圍及粉紅色加黑斜線的範圍、粉紅色加黑斜線及黑點的範圍和粉紅色加黑斜線黑十字線及黑點的範圍 (統稱為「維修通道區」) (截至地契日期)。圖中所示之其他事項未必能反映其最新狀況。

Note : The plan is for showing the location of Green Area and Pink Hatched Black Area, Pink Hatched Black Stippled Black Area and the Pink Hatched Black Cross Hatched Black Stippled Black Area (collectively known as the Maintenance Access Area) (as at the date of the land grant) only. Other matters shown on the plan may not reflect their latest conditions.