

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. 於「批地文件」特別批地條款第(6)中所指的「啡色區域」：

(I) 「批地文件」之特別批地條款第(6)條訂明：-

- (a) 「該地段」連同正確使用和享受「該地段」的權利被批予給「承批人」和其受僱人，訪客，工人及其他不時和在現批予的年期任何時間內獲「承批人」授權的人士，以讓其在「署長」批准之範圍內經過及重覆經過、靠近、沿著、越過、經由及通過在附圖I中以啡色顯示的區域(以下簡稱「啡色區域」)的權利。
- (b) 「承批人」必須於此協議日期之48個月內或「署長」指明之其他期限內，自費在「啡色區域」以「署長」要求或批准的方式、物料及標準，及對「該地段」附近任何其他被授予「啡色區域」之任何部份通行權之業主造成最少干擾的條件下，建造一條連同相關的街道設施、交通輔助設備、街燈、污水管、排水渠及其他構築物的道路。
- (c) 「承批人」必須自費維持、保養及維修「啡色區域」及任何組成其部份或其附屬之部份，以令「署長」滿意，而「承批人」須全部負責，猶如其為該部份之絕對擁有人一樣。
- (d) 任何公共道路之改動而涉及部份「啡色區域」的通行權或影響其坡度，將不會賦予「承批人」任何申索，而「承批人」須自費就「啡色區域」進行所有後續改動以使「署長」滿足。
- (e) 此特別批地條款次條(a)給予的通道權並不給予「承批人」於「啡色區域」獨佔權。政府有權利將通道權批予「啡色區域」附近任何其他地段之業主，或為公眾街道接管整個「啡色區域」或其任何部份，並不支付任何賠償予「承批人」及其他被給予整個或部份「啡色區域」的通道權之業主。
- (f) 若「承批人」不履行其在此特別批地條款次條(b)及(c)下的責任，政府可進行必需的建設，維修及修葺工程，費用由「承批人」在政府要求時支付，該費用的總數由「署長」決定，其決定為最終決定並對「承批人」具有約束力。
- (g) 不論此特別批地條款次條(a)給予的通道權，在給予「承批人」不少於14天事先書面通知的情況下(緊急情況下除外)，政府有全面的權利及權力由「署長」絕對酌情權下決定於「啡色區域」上面、跨越、下面或與其毗連的任何現有或將來政府的或其他的排水渠、暗渠、排水溝或水道、污水渠、明渠、水管、喉管、電纜、電線、線纜、公用設施服務或其他工程或裝置(以下統稱「該服務」)作出敷設、裝置、重新敷設、改道、移走、重新提供、代替、檢查、操作、維修、保養及更新，並修復任何及全部由其造成之損失。「署長」、其員工、承建商及其其他授權的人士、其工人，不論是否攜有工具、設備、作業裝置、機器或汽車，均有權就上述目的在任何時間自由出入及再出入「啡色區域」。除非經「署長」事先書面批准，「承批人」不得擾亂或允許任何人士擾亂「該服務」。除為任何上述權利及權力之行使而引致的任何及全部損壞作出修復外，政府、「署長」、其員工、承建商及任何其他由其、其工人授權的人士無須就行使本次條所賦予的進入權導致或引致「承批人」招致或蒙受的任何損失、損害、滋擾或騷擾承擔任何責任，而「承批人」亦不得對其有任何申索或反對。

(II) 公契條款

公契第IV節第15(h)(xix)條訂明，「管理費」須涵蓋為維持、保養及維修在「政府批地書」中描述及列出的「啡色區域」及任何構成其一部份或有關的東西而招致或將招致的所有費用、收費及開支，此等保養工作須使「署長」滿意。

公契第IV節第38條訂明，「管理人」有全面權力為「該地段」、「屋苑」及其之管理作出必要或適宜的行為，其中包括下列：

- (b) 採取所有必要或適宜的步驟以遵守「政府批地文件」、「地役權契據」及任何關於「該地段」及「屋苑」或其任何部份之政府要求；
- (w) 防止(如必要時採取法律行動)及補救由任何「業主」或居住於或到訪「該地段」及「屋苑」的其他人士對「政府批地文件」、「地役權契據」或本「公契」的規定的任何違反；
- (ac) 強制「業主」及「佔用人」妥善地遵守及履行「政府批地文件」、「地役權契據」、本「公契」及任何相關「副公契」及「屋苑規則」的條款及條件並對任何的違反採取行動包括展開、進行、法律程序及答辯及登記及強制執行本文所述的押記。

2. 於「批地文件」特別批地條款第(5)中所指的「地役權」

(I) 「批地文件」條款

特別批地條款第(5)條訂明：-

(a) 在「批地文件」中，下列字詞具有下列涵義：-

- (i) 「公共邊界」指「該地段」與「毗鄰土地」的公共邊界，在附圖I中標示為RS；
- (ii) 「裝置」指排水渠、水道、污水管、明渠、水管、電纜管井、沙井、地下水缸、檢查井、抽水站、電纜、電鉛、電線、喉管、導管、電錶及其他設備安裝與裝置；
- (iii) 「毗鄰土地」指在附圖I中以黑色點標明顯示的整塊或整幅土地，包括現時或將來以任何用途或目的興建在其或其任何部份之上的任何建築物(除文意另有規定外)；
- (iv) 「上述目的」指下列目的：
 - (I) 為從各個設置在「該地段」外的主要之公共供應點並通過「該地段」向「毗鄰土地」或其任何部份自由和不間斷地流動、供應和運送「公共設施」；及
 - (II) 為從「毗鄰土地」或其任何部份通過「該地段」自由和不間斷地流動、排放及運送雨水和已經/或未經處理的污水至位於「該地段」外的政府或公共排水渠或污水渠；
- (v) 「公共設施」指「毗鄰土地」或其任何部份不時合理地需要之該等數量、水壓或電壓的公共設施，包括但不限於淡水、沖廁水、消防供水、電、煤氣、電話及電訊設備。

(b) 由此協議日期起及在現協定批授的年期內，而儘管有任何建築物、建造、發展項目或其他工程將會或已經在「該地段」上進行，「承批人」須自費及在任何方面令「署長」滿意的條件上根據「署長」以書面規定或批准的位置、水平、沿途路徑與路線、在「該地段」邊界位置(在附圖I中標示為UV)與水平、至部份「公共邊界」位置與水平、以「署長」要求或批准的方式、物料、標準、設計及寬度與實際高度提供、塑造、建造及保養該等安全、持續及通暢之該等人車出入路面，及受「署長」可能不時以書面規定或批准改善、提升、更新或更換該等人車出入路面或更改或遷移其地點、路徑、路線、水平、寬度、出入口處所限(該等人車出入路面包括該等改善、提升、更新、更換、更改或遷移，以下統稱「出入路面」)，以使富健街與「毗鄰土地」連接，但規定：除非及直至「署長」依據本特別批地條款第(5)(b)條規定或批准的其他人車出入路面已塑造、提供或建成，「出入路面」須當作為現存的人車出入路面。為識別起見，「出入路面」在隨附於本特別批地條款第(5)(b)條提及之「地役權契據及契諾」的地下及地庫圖則中以黃色顯示。

(c) 在現協定批授的年期內，訂明了豁除和保留的權利，而「承批人」進一步契諾准許：

- (i) 「署長」、其員工、承建商及其工人及其他被授權的人士，不論是否駕駛車輛及攜有工具、設備、機器及建築材料，在現協定批授的年期內日與夜均有權為任何有關「毗鄰土地」或其任何部份之目的自由及不被干擾地不時及在任何時間經過及重覆經過、靠近、越過、沿著、經由及通過「出入路面」或由「毗鄰土地」往返富健街；
- (ii) 給予政府、「毗鄰土地」或其任何部份當時或不時的租客及承租人權利讓政府、其「毗鄰土地」或其任何部份當時或不時的租客及承租人、分租客及分租承租人及佔用人、其員工、訪客、許可人士、承建商、工人及其他由上述人士授權的人士在現協定批授的年期內不時及任何時間為任何與「毗鄰土地」或其任何部份之使用及享用相關的目的，不論是否有駕駛任何類別之車輛、及有否工具、設備、機器及建築材料，在日與夜自由及不被干擾地經過及重覆經過、靠近、越過、沿著、經由及通過「出入路面」或由「毗鄰土地」往返富健街；
- (iii) 對政府、「毗鄰土地」或其任何部份當時及不時的租客及承租人以「毗鄰土地」或其任何部份之權益及享用為目的：
 - (I) 給予政府、「毗鄰土地」或其任何部份當時及不時的租客及承租人自由及不被干擾的權利及自主地為著「上述目的」根據「署長」以規定或批准在「該地段」內、中、上、外、下、周遭及通過其的位置、水平、沿途路徑與路線、規劃、方式、物料、尺寸、標準及設計鋪設、裝置、更改、改道、移走、更新、代替、提升或擴大裝置系統(為「上述目的」而已供應或已安裝、將額外或作替換供應或安裝在「該地段」內的裝置系統，應包括上述更改、改道、更新、代替、提升及擴大，以下統稱「系統」)；

16 INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

公共設施及公眾休憩用地的資料

1. 有關「公共設施」的資料

(II) 給予政府、「毗鄰土地」或其任何部份當時及不時的租客及承租人自由及不被干擾的權利及自主地檢查、操作、潔淨、保養及維修「系統」或其任何部份；

(III) 給予政府、「毗鄰土地」或其任何部份當時及不時的租客及承租人自由及不被干擾的權利及自主地取得及將「公共設施」從有關「公共設施」主要公共供應點以「系統」通過「該地段」運送至「毗鄰土地」、以及排放及運送雨水及已或未經處理的污水及廢水至政府或公共排水渠或污水渠；及

(IV) 給予政府、「毗鄰土地」或其任何部份當時或不時的租客及承租人、其僱員、員工、訪客、許可人士、承建商、工人及其他由上述人士不時授權的人士權利在現協定批授的年期內之所有合理時間（緊急情況下除外）為行使本特別批地條款第(5)(c)(iii)條之權利及自由的目的進入「該地段」。

(d) (i) 「毗鄰土地」現時根據於新界沙田土地註冊處登記為沙田市地段第168號餘段部份，而有關政府批地文件之相關登記業主簡稱為「毗鄰土地業主」。在此協議簽訂時，「承批人」須與「毗鄰土地業主」簽署一份「地役權契據及契諾」。「地役權契據及契諾」之條款及細則需根據「署長」為直接授予「毗鄰土地業主」及其業權繼承人及使用及享用「毗鄰土地」及其任何部份為目的通過「該地段」的自由通行權、自由流動權、「公共設施」之供應、及經「該地段」排放雨水、已或未經處理的污水和廢水的權利（以下簡稱「地役權契據及契諾」，其包括「署長」可批准之修訂、更改或補充）。未經「署長」事先書面同意，「承批人」不得對「地役權契據及契諾」之條款作修訂、更改或補充。

(ii) 「承批人」須遵從及遵守「地役權契據及契諾」，並須對政府就由「地役權契據及契諾」直接或間接引致的所有責任、申索、費用、要求、行動或其他程序作出彌償。

(iii) 不論此文件有何規定，根據本特別批地條款第(5)條而屬例外情況及被保留予「毗鄰土地」及其任何部份之政府現時及不時之租客及承租人之權利及自由，對「毗鄰土地業主」、其業權繼承人及「毗鄰土地」及其任何部份之受讓人而言，須被視為屬例外情況及被保留，前提是在「地役權契據及契諾」存續及對其具有約束力期間，「毗鄰土地業主」、其業權繼承人及受讓人遵從及遵守「地役權契據及契諾」的條款、條件、契諾及責任。為免生疑問，本次條(d)(iii)不影響政府、其他租客及承租人行使根據本特別批地條款第(5)條而屬例外情況及被保留的權利及自由。

(e) 在現協定批授的年期內，「承批人」須自費對「出入路面」進行管理、保養、維修、維持其修葺妥善及狀況良好、潔淨及不受妨礙，以令「署長」滿意。「承批人」不得對「出入路面」及「系統」作任何行為或容許任何行為而妨礙或影響其安全，及在不影響前述條文的概括性原則下，「承批人」須在「該地段」進行任何建築、興建、發展或其他工程時，在任何方面採取措施及預防措施以確保「出入路面」上或貫穿其之人車出入路面的安全及不受妨礙、通過「系統」「公共設施」之自由流動、供應及傳送、及雨水、已或未經處理的污水和廢水之自由流動、排放及傳送，以令「署長」滿意。本次條(e)並不影響「地役權契據及契諾」的相關人士對其權利及責任之執行或執行權利及責任。

(f) 不論此文件有何規定，政府及「署長」不因「承批人」根據本特別批地條款第(5)條履行其義務、或政府或其他人士行使根據本特別批地條款第(5)條或「地役權契據及契諾」而屬例外情況、被保留或授予的權利及自由、或「署長」在其絕對酌情權下根據本特別批地條款第(5)條或為其施加任何要求或賦予或拒絕賦予任何批准或同意對「承批人」或任何其他人士造成的任何損失、損害、滋擾或擾亂負任何義務或責任，而「承批人」亦不得就任何該等損失、損壞、滋擾或擾亂對政府或「署長」或其授權員工作任何申索。

(II) 「地役權契據及契諾」條款（訂約雙方為宇金有限公司（下稱「第一業主」，凡文意允許之處該詞包括其繼承人和受讓人）及仁安醫院有限公司（下稱「第二業主」，凡文意允許之處該詞包括其繼承人和受讓人）

條款1指明於本「地役權契據及契諾」中，除文意另有規定外，下列字詞均具有下列涵義：-

「出入路面」

指貫穿及在「第一土地」之內並將「第二土地」與富健街連接的人車出入路面，即根據換地條件中特別條款(5)(b)（“上述特別條款(5)(b) ”）而已塑造、提供或建成或將塑造、提供或建成的直通及無障礙的人車出入路面。受「署長」不時依據上述特別條款(5)(b)以書面規定或批准改善、提升、更新或更換出入路面或更改或遷移其地點、路徑、路線、水平、寬度、出入口處所限；「署長」將依據上述特別條款(5)(b)規定或批准此出入路面的位置、水平、沿途路徑與路線、在「第一土地」的邊界（在隨附「換地條件」的圖中標示為UV）上的起點與水平、在部份「公共邊界」上的終點與水平、方式、物料、標準、設計及或寬度與實際高度，但規定：除非與直至「署長」依據上述特別條件(5)(b)規定或批准的其他人車出入路面已塑造、提供或建成，「出入路面」須當作為現存的人車出入路面，並在隨附本契據的地下及地庫圖中以黃色顯示供識別之用。

2. 有關「公眾設施」的資料

「公共邊界」

指「第一土地」與「第二土地」的公共邊界，在隨附「換地條件」的圖1中標示為RS。

「換地條件」

指在新界沙田土地註冊處登記並交存為新批地第13196號，有關「第一土地」的一份換地協議及條件，包括之後所有的更改及修改，如有的話。

「確認契據」

指在本契據條款10中提述以補充本「地役權契據及契諾」的一份契據，包括之後所有的更改及修改，如有的話。

「發展項目」

指現時於「第二土地」上興建的醫院大樓及附屬建設，以及任何其他將在此處興建的發展項目（包括增建的或取替現有的項目的興建）。受政府就「第二土地」而不時訂立的條款及條件所限，若政府或相關部門事先以書面批准及/或同意，此等發展的目的可不關於醫院或醫院相關的使用，並可較本契據訂立日期所有的發展項目有更大的地積比率、覆蓋率及建築物高度。

「裝置」

指排水渠、水道、污水渠、明渠、水管、電纜管井、沙井、地下水缸、檢查井、抽水站、電纜、電鉛、電線、喉管、導管、電線、電錶及為適當或有效地運作和維修「系統」而必要或合理地需要的其他設備安裝與裝置。

「署長」

指香港特別行政區地政總署署長或由政府委任以取代其的該人士。

「屋苑」

指「第一業主」按照「換地條件」及建築事務監督不時批准的規劃圖和規格而在「第一土地」上建造的發展項目。

「第一土地」

指在新界沙田土地註冊處登記為沙田市地段第539號的整塊或整幅土地，包括建設在其之上的「屋苑」（除文意另有規定外）。

「政府租契」

指已在新界沙田土地註冊處登記為新批地書編號11768，關於「第二土地」的一份賣地協議及條件，並已由5份改契文件修改，此5份改契文件已分別註於新界沙田土地註冊處編號為229954、464719、532140、757989及1392278之備忘錄，並包括之後所有的更改及修改，如有的話。

「第二土地」

指毗鄰「第一土地」，目前在新界沙田土地註冊處登記為沙田市第168號餘段部份的整塊或整幅土地，包括建設在其之上的「發展項目」（除文意另有規定外）。

「上述目的」

指下列目的：

(a) 為從各個設置在「第一土地」外的有關「公共設施」主要公共供應點並通過「第一土地」向「第二土地」自由和不間斷地流動、供應和運送「公共設施」；及

(b) 為從「第二土地」通過「第一土地」自由和不間斷地流動、排放及運送雨水和已/或未經處理的污水及廢水至設置在「第一土地」外的政府或公共排水渠或污水渠。

「系統」

指為「上述目的」而已供應、已安裝、將供應及將安裝在「第一土地」內的系統，包括現已安裝在「第一土地」之內、中、上、外、下、周遭、經由及通過其的「裝置」；此定義亦包括「第二業主」為增加或取代現有或當時存在的「裝置」而在日後不時安放或安裝在「第一土地」的該些部分之內、中、上、外、下、周遭、經由及通過其的該些「裝置」，該些「裝置」須跟從「署長」規定或批准的位置、水平、路線、規劃、方式、物料、面積、標準及設計。

「公共設施」

指「發展項目」不時合理地需要之該等數量、水壓或電壓的公共設施，包括但不限於淡水、沖廁水、消防供水、電、煤氣、電話及電訊設備。

條款4指依據及遵從「換地條件」及以「第二業主」在下文提及的契諾為代價，並為惠及「第二土地」的恰當享用，「第一業主」現批予「第二業主」及「第二土地」當時的業主下列權益：-

(a) 「第二業主」、「第二土地」當時的業主、其租客、受僱人、訪客、工人及所有獲其不時及任何時間正式授權之人士在日與夜均有非獨享的權利為任何目的自由及不被干擾地經過及重覆經過、越過、沿著或通過「出入路面」，不論是否駕駛任何類別的車輛及攜有寵物、工具、設備、機械和建築材料，受依據「換地條件」為政府及「署長」的利益於「出入路面」所例外及保留之部分所限及為「第二土地」之恰當享用，「第二業主」及「第二土地」當時的業主可持有此條款4(a)所給予的權利及自由至2047年6月30日；

(b) 「第二業主」及「第二土地」當時的業主獨享完全的權利及自由不被干擾地：

(1) 通過「第一土地」從相關「公共設施」主要公共供應點由「系統」向「第二土地」取得及運送「公共設施」的供應；

(2) 通過「第一土地」從「第二土地」由「系統」排放及運送雨水和已/或未經處理的污水和廢水至政府或公共排水渠或污水渠；

受依據「換地條件」為政府及「署長」於「系統」所例外及保留之部分所限及為「第二土地」之恰當享用，「第二業主」及「第二土地」當時的業主可持有此條款4(b)所給予的權利及自由至2047年6月30日；

(c) 不時事先在適當時間書面通知「第一業主」或「管理人」後（緊急情況除外），有權自由及隨意地：-

(1) 進入「第一土地」以鋪砌及修葺「出入路面」；

(2) 依據「換地條件」之條款及事先得到相關政府部門的書面批准及/或同意後，進入「第一土地」以進行「署長」規定或批准的「出入路面」改善工程；

(3) 為「上述目的」安放額外「裝置」以組成「系統」的一部分而進入及開拓「第一土地」，並依據「署長」規定或批准之方式、物料、位置、水平、在「第一土地」之內、中、上、外、下、周遭及通過其的路線、規劃、面積、標準及設計；

(4) 為「上述目的」不時進入「第一土地」以檢查、操作、清潔、維修及修理「系統」或其任何部分，相關支支出由「第二業主」承擔；及

(5) 為擴大及/或提升「系統」（並在必須時安放額外裝置或替換現有「裝置」）而進入及開拓「第一土地」，並由「署長」規定或批准其方式、物料、位置、水平、在「第一土地」之內、中、上、外、下、周遭及通過其的路線、規劃、面積、標準及設計以使「系統」在任何時候均有足夠的能力供「第二土地」之用。

在合理可行範圍內造成最少的損害、滋擾及干擾，及隨即修復「第一土地」的所有損害並適當地把其恢復原狀；「第二業主」須負上因其本身或其員工、代理人、承建商及工人的任何疏忽、故意或刑事作為或遺漏而招致的責任。「第二業主」及「第二土地」當時的業主有權享有本條款4(c)所賦予的適當享用「第二土地」的權利及自由直至2047年6月30日。

條款6指：-

(a) 現在此聲明，在條款4及5中描述有關「出入路面」的權利及自由包括但不限於被任何種類的車輛、建築車輛、起重機、重型機器、貨車、救護車、私家車、電單車、單車及徒步使用。

(b) 受條款8所規限，「第二業主」除需在合理可行範圍內造成最少的損害、滋擾及干擾及隨即修復「第一土地」的所有損害及適當地把其恢復原狀並負上因其本身或其員工、代理人、承建商及工人的任何疏忽、故意或刑事作為而招致的責任，不需就「第一業主」因按照第4及5條而行使的權利及自由或在有關情況招致的任何損失、損害、滋擾或騷擾等而負上任何負責，而「第一業主」亦不得就該等損失、損害、滋擾或騷擾對「第二業主」提出申索。

條款7指為約束「第一土地」以使「第二土地」時刻受惠及受保障，「第一業主」現向「第二業主」及「第二土地」當時的業主契諾及保證：

(a) 如因建築而需修改或遷移現有的「屋苑」「出入路面」及「系統」或其中之一，承擔並就該「出入路面」及「系統」的安裝，安放及興建支付所有費用，並確保該修改或遷移不會有礙條款4所載自由及不被干擾地批予的地役權（受條款3所限）；

(b) 就颱風、地震、火災、地陷或不時由「第一業主」（或在適當時候，「屋苑」管理人）與「第二業主」同意的其他風險造成的損失或損害，為「出入路面」及「系統」及所有附助結構及設置投保並維持保險達至其完全恢復價值，費用則由「第二業主」支付；

(c) 受「政府租契」的續期或延期至2047年6月30日後並以其為條件，同樣根據條款4批予「第二業主」（或「第二土地」當時的業主）的地役權當作已延期至該已續或已延的期限；

(d) 受政府「換地條件」的續期或延期至2054年11月22日後並以其為條件，同樣根據條款4批予「第二業主」（或第二土地當時的業主）的地役權當作已同時延期至上文條款(c)中提述之該「政府租契」已續或已延的期限；

但規定「第一土地」的任何不分割份數經轉讓及在「第一土地」的公契正式簽立後，「第一業主」於本條款7的次條款(a)至(d)所指的義務將由「第一土地」當時的業主承擔，而「第一業主」作為唯一業主的責任將終止，但

(1) 不影響「第一業主」就「第一土地」的不分割份數的義務；及

(2) 在「合約完成證明書」簽發前，「第一業主」於條款7(a)所指的義務須由「第一業主」個人獨力承擔及完成。

條款8指為約束「第二土地」以使「第一土地」時刻受惠及受保障，「第二業主」現向「第一業主」及「第一土地」當時的業主契諾：

(a) 「第二業主」自費保養、維修及保持「出入路面」維修妥善堅固和狀況良好，並適當地打掃及清洗其至暢通無阻；

(b) 「第二業主」自費適當地守衛「出入路面」以保護它；

(c) 「第二業主」自費保養、維修及保持「系統」維修妥善堅固和狀況良好，並為「裝置」供應之流動及排放雨水、已或未經處理的污水及廢水保持其暢通無阻；

(d) 就「第一業主」按照本條款7(b)為「出入路面」及「系統」投保並維持保險，承擔及支付已招致或將會招致的所有費用；

(e) 就發生於「出入路面」及「系統」或於其附近或任何其中之一的身體受傷或死亡之申索或引致「出入路面」或「系統」損壞或損失任何動產或財產，於地役權生效期內「第二業主」自費於一間信譽良好的保險公司維持第三者及公共責任保險。此生效保單須註明「第一業主」的權益，保單金額為「第二業主」認為合理的數目，保單須包含一條條款規定在未獲得「第一業主」的書面同意之前，保險內容及保單的條款及條件不得被更改、修改、限制或取消，「第一業主」沒有合理理由不得拒絕予同意。當「第一業主」在任何時候提出要求，「第二業主」須向「第一業主」出示該保單並連同最近期的保險費繳交收據；

(f) 如「第二業主」、其代理人、承建商及工人在行使本契據賦予的權利及自由時需進入「第一土地」的任何部分，而該部分為一業主獨有使用和佔用，除緊急情況外，「第二業主」須事先在合理時間內書面通知該業主，但規定「第二業主」須盡快修復任何由此招致的損害並負上因其本身或其員工、代理人、承建商及工人的任何疏忽、故意或刑事作為而招致的責任；

(g) 迅速、良好和熟練地執行所有由本契據授權的工程，並在行使本契據賦予的權利及自由時於合理可行範圍內造成最少的損害、滋擾及干擾，並隨即修復「第一土地」及「屋苑」的任何損害；

(h) 彌償「第一業主」的任何損失、損害、費用與支出及因「第二業主」、其員工、代理人、承建商及工人的任何疏忽、故意或刑事作為或遺漏或因行使本契據賦予的權利及自由或因「第二業主」履行或違反本條款8中的任何義務而招致針對「第一業主」的所有法律行動、申索、費用與任何性質的要求。

條款9指即使「屋苑」被火災、颱風、地震、地陷或其他原因破壞以致其不適宜被佔用，本契據的授權亦不會失效，而在該情況下：

(a) 所有有關「出入路面」及「系統」的保險賠償須用於承保恢復「出入路面」及「系統」的費用與付款而任何不足之金額將由「第二業主」承擔，但本條款無損「第二業主」就該人士、其受僱人、其代理人或其特許人的疏忽或失責而造成、導致或以任何方式引致的任何損失、損害或受傷而向該人士、其受僱人、其代理人或其特許人提出申索及要求，包括「第二業主」因該申索或要求而招致的所有費用與支出；

(b) 「第二業主」有權進入「第一土地」以守衛其及檢查、操作、清洗、修理及保養「出入路面」及「系統」；及

(c) 本條款並不妨礙「第二業主」享用條款4描述的授權。

條款10指在簽署任何售賣「第一土地」的不分割份數的合約前，「第一業主」，「第二業主」，和其受押人（如有）須簽訂一份「確認契據」：

(a) 以在「署長」要求或批准增加或取代現有人車出入路面、系統及裝置時作新的界定，而被取代的部分或全部可因應情況而被批放；

(b) 以界定在隨附「換地條件」的圖中標示為RS，「第一土地」與「第二土地」的邊界上的一部分或多部分，該或該等部分此後將成為已修訂之「公共邊界」，以使在上述邊界上於RS兩點之間不構成上述已修訂之「公共邊界」的該或該等部分可被批放；

(c) 應按照「署長」的要求或批准修改或更改本契的條款；

因此，由「確認契據」簽訂當天起，本契提述的「出入路面」及「系統」時須同時參照在「確認契據」中訂明或定義的已修訂的條款及「公共邊界」、新的人車出入路面、系統及裝置。

公共設施及公眾休憩用地的資料

1. 有關「主契據」的資料

(III)「確認契據」條款

條款1指明在文意許可時，「地役權契據及契諾」（「主契據」）中包含的定義亦適用於本契據。

條款2指明「主契據」中的條款1將如下更改並即時生效：

(a) 「出入口路面」的定義被刪除並由下文替代：

“「出入口路面」指受「署長」不時以書面規定或批准改善、提升、更新或更換出入口路面或更改或遷移其地點、路徑、路線、水平、寬度、出入口處或其他方面所限；貫穿及在「第一土地」之內並將「第二土地」與富健街連接的新的人車出入口面，該出入口路面為識別視見在隨附本契據標示為圖編號AR-01的第3樓層圖及標示為圖編號AR-02的第4樓層圖中以紅色顯示。”

(b) 「系統」的定義被更改，在該定義的最後加上：

“在不限制上文的一般性原則下，各方同意並接受在本契據訂立前已位於「第一土地」內及能被識別的部分「系統」已顯示在隨附本契據標示為圖編號D-01的排水規劃圖上，並以紅色劃定。”

條款3指以「第二業主」按下文規定批放及交還土地享用權為條件，「第一業主」現批予「第二業主」：

(a) 「主契據」中條款4(a)所列明的相同權利及自由，但該條款中提述的「出入口路面」將從此指由本契據條款2(a)重新定義的人車出入口面；

(b) 「主契據」中條款4(b) 所列明的相同權利及自由，但該條款中提述的「系統」將從此包括本契據條款2(b)的更改描述；

(c) 受條款6(a)(ii)(2)所限，被「第一土地」及「屋苑」從下方與側面支承及保護的權利以支承、保護及維修「出入口路面」及「系統」；

(d) 為「第二土地」上的發展項目，「第二業主」、其業權繼承人、「第二土地」當時的業主及其佔用人有權在「出入口路面」的入口張貼一方向指示標誌（不論是否發亮的）；

(e) 為「上述目的」，「第二業主」、其業權繼承人、「第二土地」當時的業主及其佔用人有（非獨享的）權利自由及不被干擾地通過及營運「公共設施」，通過現在或將會按「主契據」條款設置在「屋苑」的公共地方及設施往返「系統」及/或往返「第二土地」（下文稱「共享共同設施」）；為「第二土地」的恰當享用，由當時的「屋苑」管理人以書面要求「第二業主」就檢查、操作、修理、維修、替換、更新、改善及提升「共享共同設施」的支出作出合理的一部分貢獻的前提下，「第二業主」及「第二土地」當時的業主可持有「主契據」條款4(a)所給予的權利及自由至2047年6月30日。因此，「主契據」中的條款4將被視為已修改並即時生效，即在「主契據」條款4(c)後加上條款4(d)以載入本條款3(c)訂明的額外權利。

條款5指為使「第二土地」在任何時候均受益及受保護並約束「第一土地」，「第一業主」現（於「主契據」中描述的契諾之上）向「第二業主」及「第二土地」當時的業主作出以下契諾及保證：

(a) 「第一業主」一旦出售「第一土地」的不分割份數並與其共同業主簽訂一份公契，「第一業主」須在關於「第一土地」的公契中指出「出入口路面」為「保留出入口路面」並分配不分割份數予「保留出入口路面」，但規定：

(1) 代表「第一土地」當時的業主、其員工、代理人、承建商及工人的「屋苑」管理人有權以關於下例所有事項為目的而經過及重覆經過、越過、沿著或通過「保留出入口路面」不論有否駕駛車輛及攜有工具和設備：-

(i) 位於「屋苑」第3樓層上層部份的垃圾房收集及棄置垃圾房；及

(ii) 為檢查、管理、保養、維修、更新、更換、改善及提升只能經「屋苑」第4樓層毗連「保留出入口路面」的「屋苑」各種公共設施，因該些公共設施並不能經位於「換地條件」附圖1中標示為X、Y及經過Z的「屋苑」的主要入口出入。

(2) 如代表「第一土地」當時的業主、其員工、代理人、承建商及工人的「屋苑」「管理人」事先在合理時間書面通知「保留出入口路面」的業主(緊急情況除外)，有權進入及開拓「保留出入口路面」，以檢查、管理、維修、修理、更新、更換、改善或提升位於「保留出入口路面」之內、中、上、下、沿途、旁邊及穿過它的「屋苑」公共設施，但受以下規限：-

(i) 除非「屋苑」「管理人」事先在合理時間通知「保留出入口路面」的業主(緊急情況除外)，否則不得在「保留出入口路面」進行任何工程；

(ii) 任何工程均不得違反「換地條件」、「主契據」及本契據中的任何條款及契諾，尤其是任何工程均不得不合理地阻塞「保留出入口路面」；

(iii) 所有工程將以迅速，良好和熟練的方式進行，並在合理的可行範圍內把損害、滋擾或騷擾減至最少；及

(iv) 「屋苑」「管理人」須修復「保留出入口路面」的任何損害，並彌償「保留出入口路面」的業主的任何損失及損害、成本及支出及所有因「屋苑」「管理人」、其員工、代理、承建商及工人涉及任何疏忽、故意或刑事行為或遺漏而招致對「保留出入口路面」業主進行的任何行動、申索、支出及任何性質的要求。

(3) 在火警或緊急事故時，「屋苑」「管理人」、「第一土地」當時的業主、其租客、受僱人、代理、合法的佔用人及特許人士有權逃生至及通過「保留出入口路面」。

(b) 於簽訂有關「第一土地」之公契前，「第一業主」須立即轉讓「保留出入口路面」（及其已分配之不分割份數）予「第二業主」完全擁有的一附屬公司，該公司須為關於「第一土地」的公契的簽訂一方，而該公契須先經「署長」批准。在轉讓「第二土地」予一承讓人時，「第二業主」同時將進一步促使上述其完全擁有的附屬公司亦同樣轉讓「保留出入口路面」予上述承讓人完全擁有的附屬公司，並就「第二土地」將來的轉讓作出相若的契諾。

2. 有關「主契據」的資料

(III)「確認契據」條款

條款1指明在文意許可時，「地役權契據及契諾」（「主契據」）中包含的定義亦適用於本契據。

條款2指明「主契據」中的條款1將如下更改並即時生效：

(a) 「出入口路面」的定義被刪除並由下文替代：

“「出入口路面」指受「署長」不時以書面規定或批准改善、提升、更新或更換出入口路面或更改或遷移其地點、路徑、路線、水平、寬度、出入口處或其他方面所限；貫穿及在「第一土地」之內並將「第二土地」與富健街連接的新的人車出入口面，該出入口路面為識別視見在隨附本契據標示為圖編號AR-01的第3樓層圖及標示為圖編號AR-02的第4樓層圖中以紅色顯示。”

(b) 「系統」的定義被更改，在該定義的最後加上：

“在不限制上文的一般性原則下，各方同意並接受在本契據訂立前已位於「第一土地」內及能被識別的部分「系統」已顯示在隨附本契據標示為圖編號D-01的排水規劃圖上，並以紅色劃定。”

條款3指以「第二業主」按下文規定批放及交還土地享用權為條件，「第一業主」現批予「第二業主」：

(a) 「主契據」中條款4(a)所列明的相同權利及自由，但該條款中提述的「出入口路面」將從此指由本契據條款2(a)重新定義的人車出入口面；

(b) 「主契據」中條款4(b) 所列明的相同權利及自由，但該條款中提述的「系統」將從此包括本契據條款2(b)的更改描述；

(c) 受條款6(a)(ii)(2)所限，被「第一土地」及「屋苑」從下方與側面支承及保護的權利以支承、保護及維修「出入口路面」及「系統」；

(d) 為「第二土地」上的發展項目，「第二業主」、其業權繼承人、「第二土地」當時的業主及其佔用人有權在「出入口路面」的入口張貼一方向指示標誌（不論是否發亮的）；

(e) 為「上述目的」，「第二業主」、其業權繼承人、「第二土地」當時的業主及其佔用人有（非獨享的）權利自由及不被干擾地通過及營運「公共設施」，通過現在或將會按「主契據」條款設置在「屋苑」的公共地方及設施往返「系統」及/或往返「第二土地」（下文稱「共享共同設施」）；為「第二土地」的恰當享用，由當時的「屋苑」管理人以書面要求「第二業主」就檢查、操作、修理、維修、替換、更新、改善及提升「共享共同設施」的支出作出合理的一部分貢獻的前提下，「第二業主」及「第二土地」當時的業主可持有「主契據」條款4(a)所給予的權利及自由至2047年6月30日。因此，「主契據」中的條款4將被視為已修改並即時生效，即在「主契據」條款4(c)後加上條款4(d)以載入本條款3(c)訂明的額外權利。

條款5指為使「第二土地」在任何時候均受益及受保護並約束「第一土地」，「第一業主」現（於「主契據」中描述的契諾之上）向「第二業主」及「第二土地」當時的業主作出以下契諾及保證：

(a) 「第一業主」一旦出售「第一土地」的不分割份數並與其共同業主簽訂一份公契，「第一業主」須在關於「第一土地」的公契中指出「出入口路面」為「保留出入口路面」並分配不分割份數予「保留出入口路面」，但規定：

(1) 代表「第一土地」當時的業主、其員工、代理人、承建商及工人的「屋苑」管理人有權以關於下例所有事項為目的而經過及重覆經過、越過、沿著或通過「保留出入口路面」不論有否駕駛車輛及攜有工具和設備：-

(i) 位於「屋苑」第3樓層上層部份的垃圾房收集及棄置垃圾房；及

(ii) 為檢查、管理、保養、維修、更新、更換、改善及提升只能經「屋苑」第4樓層毗連「保留出入口路面」的「屋苑」各種公共設施，因該些公共設施並不能經位於「換地條件」附圖1中標示為X、Y及經過Z的「屋苑」的主要入口出入。

(2) 如代表「第一土地」當時的業主、其員工、代理人、承建商及工人的「屋苑」「管理人」事先在合理時間書面通知「保留出入口路面」的業主(緊急情況除外)，有權進入及開拓「保留出入口路面」，以檢查、管理、維修、修理、更新、更換、改善或提升位於「保留出入口路面」之內、中、上、下、沿途、旁邊及穿過它的「屋苑」公共設施，但受以下規限：-

(i) 除非「屋苑」「管理人」事先在合理時間通知「保留出入口路面」的業主(緊急情況除外)，否則不得在「保留出入口路面」進行任何工程；

(ii) 任何工程均不得違反「換地條件」、「主契據」及本契據中的任何條款及契諾，尤其是任何工程均不得不合理地阻塞「保留出入口路面」；

(iii) 所有工程將以迅速，良好和熟練的方式進行，並在合理的可行範圍內把損害、滋擾或騷擾減至最少；及

(iv) 「屋苑」「管理人」須修復「保留出入口路面」的任何損害，並彌償「保留出入口路面」的業主的任何損失及損害、成本及支出、所有因「管理

(iii) 所有工程將以迅速，良好和熟練的方式進行，並在合理的可行範圍內把損害、滋擾或騷擾減至最少；及

(iv) 「屋苑」「管理人」須修復「保留出入口路面」的任何損害，並彌償「保留出入口路面」的業主的任何損失及損害、成本及支出及所有因「屋苑」「管理人」、其員工、代理、承建商及工人涉及任何疏忽、故意或刑事行為或遺漏而招致對「保留出入口路面」業主進行的任何行動、申索、支出及任何性質的要求。

(3) 在火警或緊急事故時，「屋苑」「管理人」、「第一土地」當時的業主、其租客、受僱人、代理、合法的佔用人及特許人士有權逃生至及通過「保留出入口路面」。

(b) 於簽訂有關「第一土地」之公契前，「第一業主」須立即轉讓「保留出入口路面」（及其已分配之不分割份數）予「第二業主」完全擁有的一附屬公司，該公司須為關於「第一土地」的公契的簽訂一方，而該公契須先經「署長」批准。在轉讓「第二土地」予一承讓人時，「第二業主」同時將進一步促使上述其完全擁有的附屬公司亦同樣轉讓「保留出入口路面」予上述承讓人完全擁有的附屬公司，並就「第二土地」將來的轉讓作出相若的契諾。

(c) 「第一業主」不得阻塞或容許其被阻塞、停泊或容許車輛停泊在其之上、豎立或容許任何建築物或結構豎立在「出入口路面」之中或之上並不得妨礙或干擾任何人或人士使用「出入口路面」的合法權利。

(d) (1) 「第一業主」不得阻塞或容許或明知而任由任何人或人士為檢查、維修、修理、替換、擴充及提升「裝置」而進入「裝置」的合法權利。

(2) 「第一業主」不得作出或容許任何行為的作出（不論是暫時或永久性質）而會損害、減弱或危害「裝置」或會直接或間接地撤銷對其的支承。

(e) 除非「第一業主」在最少21天前以書面通知「第二業主」其有意修理支承「屋苑」第3樓層及第4樓層的托樑或橫樑並列出工程細節以使「第二業主」可按照建議採取預防措施，「第一業主」不得進行該修理而影響「出入口路面」（緊急情況除外），但規定須正式及正當地發出該通知，如該維修損害「屋苑」第3樓層及第4樓層的天花，「第一業主」並不會向「第二業主」負責。

(f) 「第一業主」現確認及接受下列各項：

(1) 現豎立於「第二土地」上的「發展項目」包括為住院病人而設的約300個醫院床位、容納門診病人的設施、約118個車位及員工宿舍。

(2) 迄今為止，「政府租契」中特別批地條款第4條容許在「第二土地」上發展的項目包括最多600個醫院床位、經醫療及衛生服務總監和政務司事先書面批准而建的其他附屬建築物、由醫療及衛生服務總監和政務司根據「第二土地」上僱用的員工和工人的合理需要而興建的一定數量的員工宿舍及根據政府規定或政府與「第二業主」的約定所需的一定數量的額外車位。

(3) 「第二業主」特此聲明，「第二業主」、其繼承人及其承讓人會在將來擴大「發展項目」以包括上述特別批地條款第4條容許的或要求的以增建額外的房屋及建築物及/或取代現有房屋及建築物的方式擴建項目。

(4) 「第二業主」亦有意與政府洽談就進一步加強「第二土地」上的「發展項目」而額外修改現有的「政府租契」或按照「第二業主」、其繼承人及其承讓與政府同意的條款先交還「第二土地」及後重新批地，此將包括在現有的建築物及結構上建立額外的建築物及結構及/或替代現有的建築物及結構。

(5) 在取得政府所規定的所有批准後，「第二業主」亦可於將來更改「發展項目」的用途，此將包括在現有的建築物及結構上建立額外的建築物及結構及/或替代現有的建築物及結構。

(6) 以上次條款所述的每一種情況都將導致(a)「第一業主」的地役權負擔被加重，包括但不限於交通流量增加，「公共設施」用量、雨水、污水和廢水處理量和流量增加；(b)額外「裝置」之增設或用新的「裝置」取代現有「裝置」；及(c)更改「出入口路面」及「系統」的性質和使用模式。

「第一業主」同意，「第一業主」、其繼承人及其承讓人可以預期到，經本契據更改或修改之「主契據」設定的地役權將完全覆蓋上述的加強計劃及更改土地用途。「第一業主」進一步同意上述地役權沒有受任何方面的規格或限制，因各方均同意「屋苑」並不需要「出入口路面」（除在第5(a)條所述的有限度使用外），但「出入口路面」則為「第二土地」及「發展項目」的唯一通道，若沒有「出入口路面」，「第二土地」及「發展項目」將會成為被包圍地塊。

(g) 「第一業主」不得作出或任由任何行為的作出而或會影響經過「共享共同設施」的「公共設施」的供應或流動。有見及此，「第一業主」契諾會在任何時間均保持「共享共同設施」維修妥善及狀況良好。

(h) 「第一業主」不得反對「第二業主」進行或嘗試進行提升及改善「出入口路面」的工程，亦不得作出或任由任何行為的作出而在任何方面妨礙「第二業主」進行或嘗試進行提升及改善「出入口路面」的工程但規定該些工程須遵從「換地條件」，「第一業主」確認「出入口路面」的狀態與狀況及其不時提升與改善對「第二業主」享用「第二土地」絕對重要，但除本契據條款5(a)所描述的有限及次要的用途外，「屋苑」並不需要「出入口路面」。

條款6指明：-

(a) 如「第一業主」在任何時間有意重新發展「第一土地」，「第一業主」須以書面通知「第二業主」並列出有關建議遷移「出入口路面」、「系統」（包括「裝置」）及「共享共同設施」或任何其他細節，而下例條款將生效：

(i) 被改道的新「出入口路面」、被改道的新「系統」（包括新的「裝置」）及被改道的新「共享共同設施」（任何適用情況）須位於「第一土地」上能免阻礙「發展項目」及設施的位置，如沒有「第二業主」以書面表示同意，其於「第一土地」的出入口不得被更改。

(ii) 如情況需要，「第一業主」必須與「第二業主」簽訂一份改道協議，其後亦須簽訂第二份確認契據：

(1) 以批給穿過、通過鋪設於被改道的新「出入口路面」、被改道的新「系統」（包括新的「裝置」）及被改道的新「共享共同設施」的一段或多段土地或在其之內的地役權；及

(2) 為維持及維修此等被改道的新「出入口路面」、被改道的新「系統」（包括新的「裝置」）及被改道的新「共享共同設施」而批給支承/保護的地役權。

此等地役權之批予必須遵照與「主契據」及本契據相近的條款。

(iii) 為免生疑問：

(1) 為「第二土地」及「發展項目」的利益並遵從依照本契據修改的「主契據」中的條款（如無被第二份確認契據修改，該等條款將完全有效），「第二業主」可繼續享用沒有被改道的「出入口路面」、「系統」（包括「裝置」）及「共享共同設施」；及

(2) 原有的「出入口路面」、「系統」（包括「裝置」）及「共享共同設施」（任何適用情況）的該部分的地役權在該部分被改道並取得相關的支承/保護的地役權後將即時藉著及按照第二份確認契據而被批放、發還及撤銷。

(b) 在按照本條款的次條款(a)(ii)簽訂上述的改道協議後，「第一業主」必須在切實可行範圍內盡快自費興建被改道的新「出入口路面」並放置被改道的新「系統」（包括新的「裝置」）及被改道的新「共享共同設施」（任何適用情況）及所有必須的儀器及沿改道路線放置相關而附屬它們的支承/保護，而原有的「出入口路面」的部分、「系統」（包括「裝置」）與「共享共同設施」（任何適用情況）及相關而附屬它們的支承/保護只能在上述改道完成及開始運作後才可被移除或棄置，並且不得損害或破壞「第二土地」的享用或「發展項目」的正常運作。

(c) 本條款的次條款(b)並不妨礙各方於上述的改道協議中為在一或多個情況容許短暫更改「主契據」及本契據中批予的地役權的路線，以便有助於興建被改道的新「出入口路面」、被改道的新「系統」（包括新的「裝置」）及被改道的新「共享共同設施」（任何適用情況）及相關的支承/保護的地役權與所有必須及附屬它們的儀器及有助於重新發展「第一土地」。

(IV)「公契」條款

公契第IV節第38條訂明，「管理人」有全面權力為「該地段」、「屋苑」及其之管理作出必要或適宜的行為，其中包括下列行為：

(b) 採取所有必要或適宜的步驟以遵守「政府批地文件」、「地役權契據」及任何關於「該地段」及「屋苑」或其任何部份之政府要求；

(w) 防止(如必要時採取法律行動)及補救由任何「業主」或居住於或到訪「該地段」及「屋苑」的其他人士對「政府批地文件」、「地役權契據」或本「公契」的規定的任何違反；

(ac) 強制「業主」及「佔用人」妥善地遵守及履行「政府批地文件」的條款及條件、「地役權契據」、及本「公契」或任何相關副公契」及「屋苑規則」的條款及條件並對任何的違反採取行動包括展開、進行、法律程序及答辯及登記及強制執行本文所述的押記。

(aq) 不時及經「業主委員會」（如已成立）或「業主立案法團」（如有）事先批准、制定、撤銷或更改「管理人」認為適當及不抵觸本契據、建築物管理條例(香港法例第344章、「政府批地文件」及「地役權契據」的屋苑規則。唯為免生疑問，「管理人」不須制定有關「保留出入口路面」的「屋苑規則」。

(bo) 為遵守「地役權契據」內的條件及條文及代表所有「業主」與「地役權承授人」的所有事宜及交往及契涉及或關於「地役權契據」的任何權利及義務，採取必須及快捷的所有行動；

(bp) 在任何時候均受「地役權契據」內的條文所規限下，如在合理時間內預先給予「管理人」書面通知後（緊急情況除外），准许「地役權承授人」、其租客、合法佔用人、特許人、代理人、受僱人、顧問及工人連同車輛、工具及機器，不受干擾地在任何時間自由進入所有「公共地方及設施」（不損害上述一般性，指「系統」任何部分所在之處），包括但不限於：

(i) 有權通過有關的「屋苑公共地方」而進入「屋苑」第3樓層上層部份的電纜管房；及

(ii) 有權就「系統」排水管道經有關「屋苑公共地方」進入「屋苑」第1樓層的緊急車輛通道及入口廣場。

(bv) 受「業主委員會」或「業主立案法團」的事先書面批准所規限，可不時向政府及「地役權承授人」申請，與其洽談及同意修改、更改或修改「地役權契據」（包括其任何附屬）或其中的任何條件，並可簽立任何修改書、不反對通知書、更改契據或任何其他相關的修改文件，而不須涉及所有「業主」，任何該等修正、更改或修改對「業主」有約束力但限於該等更改或修改不得損害或危害「單位」其他「業主」獨有的使用、佔用及享用權利。

附表四B部份第2條訂明，「保留出入口路面」由其「業主」持有，但受以下各項限制：-

(a) 地役權

(i) 為下列有關連的一切目的，「管理人」、其員工、代理、承建商及工人有完全的權利及自由（所有具有類似權利的人士）通過或往來越過及沿著「保留出入口路面」而不論是否有駕駛車輛及攜有工具及設備：

(1) 收集或棄置垃圾於「屋苑」第3樓層上層部份的垃圾房；及

(2) 為檢查、管理、保養、維修、更新、更換、改善及提升各「公共地方及設施」及「屋苑」第4樓層毗連「保留出入口路面」的「屋苑」各入口，因該些「公共地方及設施」並不能經由位於在隨附「政府批地文件」的圖1中標示為X、Y及經過Z的「屋苑」主要入口出入。

(ii) 為檢查、管理、維修、修理、更新、更換、改善或提升位於「保留出入口路面」之內、中、上、下、沿途、旁邊及穿過它的「公共設施」，「管理人」、其員工、代理、承建商及工人事先在合理書面通知「保留出入口路面」的「業主」（緊急情況除外）後有完全的權利及自由進入及開拓「保留出入口路面」，但時常受以下規限：

(1) 除非「管理人」事先在合理時間通知「保留出入口路面」的「業主」（緊急情況除外），否則不得在「保留出入口路面」進行任何工程；

(2) 任何工程均不得違反「政府批地文件」及「地役權契據」中的任何條款及契諾，尤其是任何工程均不得不合理地阻塞「保留出入口路面」；

(3) 所有工程將以迅速，良好和熟練的方式進行，並在合理的可行範圍內把損害、滋擾或騷擾減至最少；及

(4) 「管理人」須修復「保留出入口路面」的任何損害，並彌償「保留出入口路面」的「業主」的任何損失及損害、成本及支出、所有因「管理人」、其員工、代理、承建商或工人涉及任何疏忽、故意或刑事行為或遺漏而招致對「保留出入口路面」的「業主」進行的任何行動、申索、支出及任何性質的要求。

(b) 逃生的權利

在火警或緊急事故時，「管理人」、當時的「業主」、其租客、受僱人、代理、合法的佔用人及許可人士（與所有具有類似權利的人士），有完全的權利及自由逃生至及通過「保留出入口路面」。

(c) 地役權契據訂明的權利

根據「政府批地文件」及「地役權契據」，「地役權承授人」、其租客、合法的佔用人、特許人士、代理、受僱人及工人有完全的權利及自由經過「保留出入口路面」。

(d) 轉讓的限制

受「政府批地文件」、「地役權契據」及本契據規限，除整體轉讓至「地役權承授人」一完全擁有的附屬公司外，「保留出入口路面」及其不分割份數不得轉讓。

(e) 用途限制

除按照「政府批地文件」及「地役權契據」用作通行路外，「保留出入口路面」不得作其他用途。

(f) 彌償

「保留出入口路面」的「業主」須全面及有效地對「該地段」的「業主」（除它本身以外）的任何或所有責任、損害、申索、成本、支出、損失(不論是否財政損失)、收費、要求、法律行動及程序作出彌償，不論任何性質，直接或間接地由以下招致或與以下有關：

16 INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

公共設施及公眾休憩用地的資料

有關「政府批地文件」中「保留出入路面」的資料

- (i) 沒有遵守或履行「政府批地文件」中有關「保留出入路面」的任何契諾，或「地役權契據」及本契據的任何條款（只要有關「保留出入路面」的，但不超過或是其他方式）；或
 - (ii) 「保留出入路面」的任何使用或在「保留出入路面」進行的任何活動，不論是否符合或抵觸「政府批地文件」、「地役權契據」及本契據的契諾。

附表五第40條訂明，「業主」不可作出，或容許他人作出抵觸「地役權授人」根據「地役權契據」規定的權利的任何事宜。

- 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

「批地文件」特別批地條款第(6)條下的「啡色區域」：

- (I) 「批地文件」條款

「批地文件」特別批地條款第(6)條訂明：-

- (a) 「該地段」連同正確使用和享受「該地段」的權利被批予給「承批人」和其受僱人，訪客，工人及其他不時和在現批予的年期任何時間內獲「承批人」授權的人士，以讓其在「署長」批准之範圍內經過及重複經過、跨越及重複跨越或通過及重複通過夾附圖則I中之啡色區域（以下簡稱「啡色區域」）的權利。
- (b) 「承批人」必須於協議日期之48個月內或「署長」指明之其他期限內，自費在「啡色區域」以「署長」要求或批准的方式、物料及標準，及對「該地段」附近任何其他被授予「啡色區域」之任何部份通行權之業主造成最少干擾的條件下，建造一條道路連同相關的街道設施、交通輔助設備、街燈、污水管、排水渠及其他構築物。
- (c) 「承批人」必須自費維持、保養及維修「啡色區域」及任何組成其部份或其附屬之部份，以令「署長」滿意，而「承批人」須全部負責，猶如其為該部份之絕對擁有人一樣。
- (d) 任何公共道路之改動而涉及部份「啡色區域」的通行權或影響其坡度，將不會招致「承批人」的申索，而「承批人」須自費就「啡色區域」進行所有後續改動以滿足「署長」的申索。
- (e) 此特別批地條款次條(a)給予的通道權並不給予「承批人」於「啡色區域」的獨佔權。政府有權利將通道權給予「啡色區域」附近任何其他地段之業主，或為公眾街道接管整個「啡色區域」或其任何一部份，並不支付任何賠償給「承批人」及其他被給予整個或部份「啡色區域」的通道權之業主。
- (f) 若「承批人」不履行其在此特別批地條款次條款(b)及(c)下的責任，政府可進行必需的建設，維修及修葺工程，費用由「承批人」在政府要求時支付，該費用的總數由「署長」決定，其決定為最終決定對「承批人」具有約束力。
- (g) 不論此特別批地條款次條(a)給予的通道權，在給予「承批人」不少於14天事先書面通知的情況下（緊急情況下除外），政府有全面的權利及權力由「署長」絕對酌情權下決定於「啡色區域」上面、跨越、穿過或與其毗連的任何現有或將來政府的或其他的排水渠、涵洞、排水溝或水道、污水管、明渠、水管、喉管、電纜、電線、線纜、公用設施服務或其他工程或裝置（以下統稱「該服務」）作出敷設、裝置、重新敷設、改道、移走、重新提供、代替、檢查、操作、維修、保養及更新，並修復任何及全部由其造成之損失。「署長」、其員工、承建商及任何其他由其及其工人授權的人士，不論是否有工具、設備、作業裝置、機器或汽車，均有權就上述目的在任何時間自由出入「啡色區域」。除非經「署長」事先書面批准，「承批人」不得擾亂或允許任何人士擾亂「該服務」。除為任何上述權利及權力之行使而引致的任何及全部損壞作出修復外，政府、「署長」、其員工、承建商及任何其他由其、其工人授權的人士無須就行使本次條所賦予的進入權導致或引致「承批人」招致或蒙受的任何損失、損害、滋擾或騷擾承擔任何責任，而「承批人」亦不得對其有任何申索或反對。

- (II) 公契條款

第IV節第15(h)(xix)條訂明，「管理費」須涵蓋為保持、維持及維修在「政府批地文件」中列明之「啡色區域」及其任何部份以令「署長」滿意而產生或要求產生所有費用、收費及開支。

第IV節第38條訂明，其中包括，「管理人」有全面權力為「該地段」、「屋苑」及其之管理作出必要或適宜的行為，尤其是：

- (b) 採取所有必要或適宜的措施以遵守「政府批地文件」、「地役權契據」及任何關於「該地段」及「屋苑」或其任何部份之政府要求；
- (w) 防止（如有必要，以法律行動）及補救任何「業主」或其他佔用或到訪「該地段」及「屋苑」之人士對任何「政府批地文件」、「地役權契據」或本「公契」之違反；
- (ac) 強制「業主」及「佔用人」妥善地遵守及履行「政府批地文件」、「地役權契據」、本「公契」及任何有關「副公契」及「屋苑規則」之條款及細則並對任何的違反採取行動包括展開、進行、法律程序及答辯及登記及強制執行本文所述的押記。

有關「發展項目」中「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份的資料

- 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份的資料不適用。

註：

- (1) 在簽訂「公契」之前，所有維護、維修和修葺「啡色區域」的費用由賣方獨自承擔。在簽訂「公契」之後，維修「啡色區域」的費用由發展項目內住宅及其他物業業主承擔，住宅及其他物業的所有業主並須透過分攤到有關住宅及其他物業的管理費用支付維護、維修和修葺「啡色區域」的部分費用。
- (2) 在簽訂「公契」之前，「毗鄰土地」的註冊業主須自費維修和修葺「出入路面」（在「公契」中須指明為「保留出入路面」）。在簽訂「公契」之後，「保留出入路面」成為「屋苑」的一部分。「保留出入路面」的「業主」須自費維修和修葺「保留出入路面」，該「業主」亦須按照「屋苑管理預算」支付「屋苑」的管理費用。「屋苑」的「管理人」有全權(a)經過或重複經過、越過及沿著「保留出入路面」以(i)收集和處理位於「屋苑」第三樓層上層部份的垃圾收集處的垃圾；(ii)經由「屋苑」第4樓層毗連「保留出入路面」的「屋苑」各入口；及(b)進入「保留出入路面」以檢查、維修或修理位於「保留出入路面」「公共設施」。
- (3) 在「公契」內：
 - (i) 「政府批地文件」指「批地文件」；及
 - (ii) 「地役權契據」指訂定於2004年11月23日及於土地註冊處以註冊摘要編號ST1392790註冊的「地役權契據及契諾」，並經由一份訂定於2009年11月18日及於土地註冊處以註冊摘要編號09112700430092註冊的「確認契據」加以補充。
- (4) 附於批地文件的圖I於本部份後部附上。

有關「發展項目」中「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份的資料

- 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 Brown Area as referred to in Special Condition No.(6) of the Land Grant:

- (I) Provisions of the Land Grant

Special Condition No.(6) of the Land Grant stipulates that:-

- (a) The lot is granted together with a right for the Grantee and his servants, visitors, workmen and other persons authorized by him in that behalf from time to time and at all times during the term hereby granted for all purposes connected with the proper use and enjoyment of the lot to pass and repass, on, along, over, by and through the area shown coloured brown on Plan I annexed hereto (hereinafter referred to as “the Brown Area”) at such levels as may be approved by the Director.
- (b) The Grantee shall within 48 calendar months from the date of this Agreement or within such other time limit as may be specified by the Director, at his own expense, in such manner, with such materials and to such standards as the Director shall require or approve, construct a paved way with the associated street furnitures, traffic aids, street lighting, sewers, drains and other structures on the Brown Area with minimum disturbance to the owners of any other lots in the vicinity to whom rights of way over the whole or any portion of the Brown Area may have been granted.
- (c) The Grantee shall at his own expense uphold, maintain and repair the Brown Area and everything forming a portion of or pertaining to it, all to be done to the satisfaction of the Director and the Grantee shall be responsible for the whole as if he were the absolute owner thereof.
- (d) Any alteration to any public road absorbing a portion of the Brown Area over and along which a right of way is given or affecting the gradient thereof, shall not give rise to any claim by the Grantee who shall at his own expense carry out all consequent alterations to the Brown Area constructed by him to the satisfaction of the Director.
- (e) The grant of the right of way referred to in sub-clause (a) of this Special Condition shall not give the Grantee the exclusive right over the Brown Area. The Government shall have the right to grant rights of way over the Brown Area to the owners of any other lots in the vicinity now or at any time in the future, or to take over the whole or any portion of the Brown Area for the purposes of a public street without payment of any compensation to the Grantee or to other owners to whom rights of way over the whole or any portion of the Brown Area may have been granted.
- (f) In the event of the non-fulfilment of the Grantee’s obligations under sub-clauses (b) and (c) of this Special Condition, the Government may carry out the necessary construction, maintenance and repair 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.
- (g) Notwithstanding the grant of the right of way referred to in sub-clause (a) of this Special Condition, the Government shall have the full right and power, upon giving to the Grantee, not less than fourteen days written notice (save in case of emergency) to lay, install, relay, divert, remove, reprovision, replace, inspect, operate, repair, maintain and renew any Government or other drain, culvert, waterway or watercourse, sewer, nullah, water main, pipe, cable, wire, line, utility service or other works or installations (all together hereinafter referred to as “the services”) which are now or may hereafter be upon, over, under or adjacent to the Brown Area as the Director may in his absolute discretion deem fit, making good any and all damages cause thereby, and the Director, his officers, contractors and any other persons authorized by him, his or their workmen with or without tools, equipment, plant, machinery or motor vehicles shall have the right of free ingress, egress and regress at all times to and from the Brown Area for the purposes aforesaid. The Grantee shall not disturb or allow anybody to disturb the services without prior written approval from the Director. Save in respect of making good any and all damage caused by any exercise of the aforesaid rights and powers, the Government, the Director, his officers, contractors and any other persons authorized by him, his or their workmen 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 of the rights conferred under this sub-clause, and no claim nor objection shall be made against him or them by the Grantee.

有關「發展項目」中「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份的資料

- (II) Provisions of the Deed of Mutual Covenant

Clause 15(h)(xix) in Section IV of the Deed of Mutual Covenant stipulates that the Management Expenses shall cover all costs, charges, and expenses incurred or required to be incurred to uphold, maintain and repair the Brown Area described and set out in the Government Grant and everything forming a portion of or pertaining to it, all to be done to the satisfaction of the Director.

Clause 38 in Section IV of the Deed of Mutual Covenant stipulates that the Manager shall have full authority to do all such acts and things as may be necessary or expedient for or in connection with the Lot and the Estate and the management thereof including, inter alia, the following:

- (b) To take all steps necessary or expedient for complying with the Government Grant, Deed of Grant and any government requirements concerning the Lot and the Estate or any part thereof;
- (w) To prevent (by legal action if necessary) and to remedy any breach by any Owner or other person occupying or visiting the Lot and the Estate any provisions of the Government Grant, Deed of Grant or this Deed;
- (ac) To enforce the due observance and performance by the Owners and Occupiers of the terms and conditions of the Government Grant, Deed of Grant, this Deed and any relevant Sub-Deed and the Estate Rules and to take action in respect of any breach thereof including the commencement, conduct and defence of legal proceedings and the registration and enforcement of charges as herein mentioned.

2. Easements as referred to in Special Condition No.(5) of the Land Grant

- (I) Provisions of the Land Grant

Special Condition No.(5) of the Land Grant stipulates that:-

- (a) For the purposes of these Conditions, the following expressions shall have the following meanings ascribed to them:-
 - (i) "Common Boundary" means the common boundary of the lot and the Adjoining Land as marked RS on Plan I annexed hereto;
 - (ii) "Devices" means drains, waterways, sewers, nullahs, pipes, drawpits, manholes, underground detention tanks, inspection chambers, pumping stations, cables, leads, wires, ducts, conduits, lines, meters and other equipment installations and devices;
 - (iii) "the Adjoining Land" means all that piece or parcel of land shown stippled black on Plan I annexed hereto which expression shall, unless the context otherwise requires, include any building or buildings which may now or at any time hereafter be erected thereon or on any part thereof and for any use or purpose whatsoever;
 - (iv) "the said Purposes" means the purposes of :-
 - (I) the free and uninterrupted flow, supply and conveyance of Utilities from the respective Utilities main public supply points located outside the lot to the Adjoining Land or any part thereof through the lot; and
 - (II) the free and uninterrupted flow, discharge and conveyance of rainwater and treated or untreated effluent and sewage from the Adjoining Land or any part thereof through the lot to the Government or public drains or sewers located outside the lot;
 - (v) "Utilities" means utility services in such quantities and at such pressures or voltages as the Adjoining Land or any part thereof may reasonably require from time to time including but not limited to fresh water, flushing water, water for fire fighting purposes, electricity, gas, telephone and telecommunication installations.

- (b) The Grantee shall, at all times as from the date of this Agreement and throughout the term hereby agreed to be granted and notwithstanding any building, construction, development or other works to be or being carried out on the lot, at his own expense and in all respects to the satisfaction of the Director provide, form, construct and maintain such safe, continuous and unobstructed pedestrian and vehicular access roadways within and running through the lot at such positions and levels and along such routes and alignments commencing from such points and levels at that part of the boundary of the lot marked UV on Plan I annexed hereto to such points and levels at such parts of the Common Boundary in such manner, with such materials and to such standard and design and of such widths and clearance heights as may be required or approved in writing by the Director, subject to such improvement, upgrading, renewal or replacement thereof or such alteration or diversions as to the positions, routes, alignments, levels, widths, access points or other aspects as the Director may from time to time require or approve in writing (such pedestrian and vehicular access roadways including such improvement, upgrading, renewal, replacement, alterations or diversions being hereinafter referred to as "the Access Roadway") so as to connect Fu Kin Street with the Adjoining Land provided that unless and until such other pedestrian and vehicular access roadways as required or approved by the Director under this Special Condition No.(5)(b) shall have been formed, provided or constructed, the Access Roadway shall be deemed to be the existing pedestrian and vehicular access roadways which are for identification purpose only shown on the ground floor and basement floor plans annexed to the Deed of Grant and Covenant referred to in Special Condition No.(5)(d) hereof and coloured yellow thereon.
- (c) Throughout the term hereby agreed to be granted, there is excepted and reserved unto, and the Grantee further covenants to permit,
- (i) the Director, its or their officers, contractors, workmen and other persons authorized by the Government the free and uninterrupted right from time to time and at all times during the term hereby agreed to be granted for all purposes connected with the Adjoining Land or any part thereof to pass and repass by day and by night with or without vehicles of any description and with or without tools, equipment, machinery and building materials, on, over, along, by and through the Access Roadway to or from the Adjoining Land from or to Fu Kin Street;
- (ii) the Government, its tenants and lessees for the time being and from time to time of the Adjoining Land or any part thereof the free and uninterrupted right for the Government, its tenants and lessees, sub-tenants and sub-lessees and the occupiers for the time being and from time to time of the Adjoining Land or any part thereof, their servants, visitors, licensees, contractors, workmen and other persons authorized by them from time to time and at all times during the term hereby agreed to be granted for all purposes connected with the use and proper enjoyment of the Adjoining Land or any part thereof to pass and repass by day and by night with or without vehicles of any description and with or without tools, equipment, machinery and building materials, on, over, along, by and through the Access Roadway to or from the Adjoining Land from or to Fu Kin Street;
- (iii) the Government, its tenants and lessees for the time being and from time to time of the Adjoining Land or any part thereof for the benefit and enjoyment of the Adjoining Land or any part thereof:-
- (I) the free and uninterrupted right and liberty for the Government, its tenants and lessees for the time being and from time to time of the Adjoining Land or any part thereof to lay, install, alter, divert, remove, renew, replace, upgrade and enlarge such system of Devices within, in, on, over, under, along or through such part or parts of the lot and at such positions, levels and along such routes and alignments and with such layout and in such manner, with such materials and of such sizes and to such standard and design as the Director may require or approve for the said Purposes (such system of Devices as are currently laid or installed within the lot for the said Purposes and as may hereafter, in addition thereto or in substitution thereof, be laid or installed within the lot for the said Purposes including such alteration, diversion, renewal, replacement, upgrading and enlargement being hereinafter referred to as "the System");

- (II) the free and uninterrupted right and liberty for the Government, its tenants and lessees for the time being and from time to time of the Adjoining Land or any part thereof to inspect, operate, cleanse, maintain and repair the System or any part thereof;
- (III) the free and uninterrupted right and liberty for the Government, its tenants and lessees for the time being and from time to time of the Adjoining Land or any part thereof to obtain and to convey supply of Utilities from the relevant Utilities main public supply points across the lot by the System to the Adjoining Land and to discharge and to convey rainwater and treated or untreated effluent and sewage from the Adjoining Land through the lot by the System to the Government or public drains or sewers; and
- (IV) the free and uninterrupted right for the Government, its tenants and lessees for the time being and from time to time of the Adjoining Land or any part thereof, their employees, servants, visitors, licensees, contractors, workmen and other persons authorized by them from time to time and at all reasonable times (except in case of emergency) during the term hereby agreed to be granted to enter upon the lot for the purpose of exercising the rights and liberties conferred under this Special Condition No.(5)(c)(iii).
- (d) (i) Immediately upon execution of this Agreement, the Grantee shall execute in favour of the registered owner of the Adjoining Land now held from the Government under the relevant Government Grant and registered in the Sha Tin New Territories Land Registry as The Remaining Portion of Sha Tin Town Lot No.168 (hereinafter referred to as "the Adjoining Land Owner") a Deed of Grant and Covenant on such terms and conditions as the Director may require or approve for the direct grant unto the Adjoining Land Owner, its successors in title and assigns free right of way through the lot and right of free flow and supply of the Utilities and the discharge of rainwater and treated or untreated effluent and sewage through the lot for the use and enjoyment of the Adjoining Land or any part thereof (hereinafter referred to as "the Deed of Grant and Covenant" which expression shall include such amendments, variations or supplements as may be approved by the Director). The Grantee shall not amend or vary or supplement the terms of the Deed of Grant and Covenant without the prior written consent of the Director.
- (ii) The Grantee shall duly observe and comply with the Deed of Grant and Covenant and shall indemnify the Government against all liability, claims, costs, demands, actions or other proceedings whatsoever arising from directly or indirectly out of or in connection with the Deed of Grant and Covenant.
- (iii) Notwithstanding anything herein contained, the rights and liberties excepted and reserved unto the Government's tenants and lessees for the time being and from time to time of the Adjoining Land or any part thereof under this Special Condition No. (5) shall, insofar as the Adjoining Land Owner, its successors and assigns of the Adjoining Land or any part thereof are concerned, be deemed to be so excepted and reserved subject to the Adjoining Land Owner, its successors and assigns observing and complying with the terms, conditions, covenants and obligations under the Deed of Grant and Covenant so long as the Deed of Grant and Covenant is subsisting and binding on them. For the avoidance of doubt, nothing in this sub-clause (d)(iii) shall affect the exercise by the Government and its other tenants and lessees of the rights and liberties excepted and reserved under this Special Condition No. (5).
- (e) The Grantee shall throughout the term hereby agreed to be granted at his own expense manage, maintain, repair and keep or cause to be managed, maintained, repaired and kept the Access Roadway in good substantial repair and condition and cleansed and unobstructed to the satisfaction of the Director. The Grantee shall not do or suffer anything to be done that may obstruct or affect the safety of the Access Roadway and the System and without prejudice to the generality of the foregoing, the Grantee shall, in carrying out any building, construction, development or other works on the lot, take all necessary measures and precautions in all respects to the satisfaction of the Director to ensure a safe and unobstructed pedestrian and vehicular passage over and along the Access Roadway and the free flow, supply and conveyance of Utilities and the free flow, discharge and conveyance of rainwater and treated or untreated effluent and sewage through the System. Nothing in this sub-clause (e) shall prejudice the enforcement of the rights and obligations of or by the parties under the Deed of Grant and Covenant.

- (f) Notwithstanding anything herein contained, the Government and the Director shall have no obligation or liability whatsoever 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 this Special Condition No. (5) or the exercise by the Government or any person of the rights and liberties excepted or reserved or granted under this Special Condition No. (5) or the Deed of Grant and Covenant or the Director imposing any requirement or giving or refusing to give at his absolute discretion any approval or consent under or for the purpose of this Special Condition No. (5) or the Deed of Grant and Covenant, 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.
- (II) Provisions of the Deed of Grant and Covenant (made between Bright Gold Limited as "the First Owner" which expression shall where the context so admits include its successors and assigns and Union Medical Centre Limited as "the Second Owner" which expression shall where the context so admits include its successors and assigns).

Clause 1 stipulates that in this Deed, unless the context otherwise requires, the following expressions shall have the following meanings ascribed to them :-

"Access Roadway"

The pedestrian and vehicular access roadways within and running through the First Land to connect Fu Kin Street with the Second Land which consist of such continuous and unobstructed pedestrian and vehicular access roadways formed, provided or constructed or to be formed, provided or constructed under Special Condition No.(5)(b) of the Conditions of Exchange ("the said Special Condition No.(5)(b)") at such positions and levels and along such routes and alignments commencing from such points and levels at the boundary of the First Land marked UV on Plan I annexed to the Conditions of Exchange to such points and levels at such parts of the Common Boundary in such manner, with such materials and to such standard and of such design and of or with such widths and clearance heights, as may be required or approved by the Director under the said Special Condition No.(5)(b) subject to such improvement, upgrading, renewal or replacement thereof or such alteration or diversions as to the positions, routes, alignments, levels, widths, access points or other aspects as the Director may from time to time require or approve in writing under the said Special Condition No.(5)(b) provided that unless and until such other pedestrian and vehicular access roadways as required or approved by the Director under the said Special Condition No.(5)(b) shall have been formed, provided or constructed, the Access Roadway shall be deemed to be the existing pedestrian and vehicular access roadways which are for identification purpose only shown on the ground floor and basement floor plans hereto annexed and coloured yellow thereon.

"Common Boundary"

The common boundary of the First Land and the Second Land as marked RS on Plan I annexed to the Conditions of Exchange.

"Conditions of Exchange"

An Agreement and Conditions of Exchange in respect of the First Land deposited and registered in the Sha Tin New Territories Land Registry as New Grant No.13196 including all subsequent variations and modifications thereto, if any.

"Confirmatory Deed"

A deed supplemental to this Deed of Grant and Covenant referred to in clause 10 hereof and including all subsequent variations and modifications thereto, if any.

"Development"

The hospital building and ancillary accommodation now erected on the Second Land and any other development(s) to be erected thereon in addition thereto or in substitution thereof, such other development(s) can, subject to the terms and conditions on or under which the Second Land shall be held from the Government from time to time and subject to and with the prior written approval and/or consent from the relevant Government department(s), be for purposes other than hospital or hospital related use and be of a larger plot ratio, site coverage and building height than the development existing at the date hereof.

"Devices"

Drains, waterways, sewers, nullahs, pipes, drawpits, manholes, underground detention tanks, inspection chambers, pumping stations, cables, leads, wires, ducts, conduits, lines, meters and other equipment installations and devices reasonably required or necessary for the proper or efficient functioning and maintenance of the System.

"Director"

The Director of Lands of the Hong Kong Special Administrative Region or such other person appointed by the Government in substitution thereof.

"Estate"

The development to be erected on the First Land by the First Owner in accordance with the Conditions of Exchange and the plans and specifications approved from time to time by the Building Authority.

"First Land"

All that piece or parcel of land registered in the Sha Tin New Territories Land Registry as Sha Tin Town Lot No.539 which expression shall, unless the context otherwise requires, include the Estate thereon.

"Government Lease"

An Agreement and Conditions of Sale in respect of the Second Land registered in the Sha Tin New Territories Land Registry as New Grant No.11768 as modified by 5 Modification Letters respectively registered in the Sha Tin New Territories Land Registry by Memorial Nos.229954, 464719, 532140, 757989 and 1392278, and including all subsequent variations and modifications thereto, if any.

"Second Land"

All that piece or parcel of land adjoining the First Land and presently registered in the Sha Tin New Territories Land Registry as the Remaining Portion of Sha Tin Town Lot No.168 which expression shall, unless the context otherwise requires, include the Development thereon.

"the said Purposes"

The purposes of :

- (a) The free and uninterrupted flow, supply and conveyance of Utilities from the respective Utilities main public supply points located outside the First Land to the Second Land through the First Land; and
- (b) The free and uninterrupted flow, discharge and conveyance of rainwater and treated and/or untreated effluent and sewage from the Second Land through the First Land to the Government or public drains or sewers located outside the First Land.

"System"

The system provided and to be provided, installed and to be installed within the First Land and intended for the said Purposes, comprising such Devices as are currently installed within, in, on, over, under, along, by and through the First Land, and such Devices as may hereafter be laid or installed, in addition to or in substitution of the currently or then existing Devices, by the Second Owner from time to time within, in, on, over, under, along, by and through such part or parts of the First Land at such positions, levels and alignments and with such layout and in such manner, with such materials and of such sizes and to such standard and design as the Director may require or approve.

"Utilities"

Utility services in such quantities and at such pressures or voltages as the Development may reasonably require from time to time including but not limited to fresh water, flushing water, water for fire fighting purposes, electricity, gas, telephone and telecommunication installations.

Clause 4 stipulates that pursuant to and in compliance with the Conditions of Exchange, and in consideration of the covenants hereinafter mentioned from the Second Owner, the First Owner hereby grants unto the Second Owner and the owners for the time being of the Second Land for the benefit and proper enjoyment of the Second Land:-

- (a) the free and uninterrupted (but non-exclusive) right for the Second Owner, the owners for the time being of the Second Land, their tenants, servants, visitors, workmen and all persons duly authorised by them from time to time and at all times and for all purposes hereafter by day and by night to pass and repass on, over, along, or through the Access Roadway with or without vehicles of any description and with or without pets and with or without tools, equipment, machinery and building materials TO HOLD the rights and liberties hereby granted under this clause 4(a) unto the Second Owner and the owners for the time being of the Second Land for their proper enjoyment of the Second Land for a term expiring on 30th June 2047 subject to the exceptions and reservations in favour of the Government and the Director over the Access Roadway under the Conditions of Exchange;
- (b) the full and uninterrupted exclusive right and liberty for the Second Owner and the owners for the time being of the Second Land:
 - (1) to obtain and to convey supply of Utilities from the relevant Utilities main public supply points across the First Land by the System to the Second Land;
 - (2) to discharge and to convey rainwater and treated and/or untreated effluent and sewage from the Second Land through the First Land by the System to the Government or public drains or sewers,

TO HOLD the rights and liberties hereby granted under this clause 4(b) unto the Second Owner and the owners for the time being of the Second Land for their proper enjoyment of the Second Land for a term expiring on 30th June 2047 subject to the exceptions and reservations in favour of the Government and the Director over the System under the Conditions of Exchange;
- (c) the free right and liberty from time to time upon reasonable prior written notice to the First Owner or the Manager except in the case of emergency:-
 - (1) to enter into the First Land for the purpose of paving and repairing the Access Roadway;
 - (2) to enter into the First Land for the purpose of making such improvements on the Access Roadway as the Director may require or approve subject to the provisions of the Conditions of Exchange and subject to and with the prior written approval and/or consent from the relevant Government department(s);
 - (3) to enter into the First Land and to open up the First Land for the purpose of laying additional Devices to form part of the System for the said Purposes in such manner, with such materials and at such positions, levels and alignments within, in, on, over, under, along or through such parts of the First Land and with such layout and of such sizes and to such standard and design as the Director may require or approve;
 - (4) to enter into the First Land from time to time for the purpose of inspecting, operating, cleansing, maintaining and repairing at the Second Owner's expense the System or any part thereof for the said Purposes; and
 - (5) to enter into the First Land and to open up the First Land for the purpose of enlarging and/or upgrading the System (and if necessary, to lay additional Devices in addition or in substitution) in such manner, with such materials and at such positions, levels and alignments within, in, on, over, under, along or through such parts of the First Land and with such layout and of such sizes and to such standard and design as the Director may require or approve to enable sufficient capacity exist to serve the Second Land at all times.

All doing as little damage, nuisance and disturbance as reasonably practicable and making good all damage to the First Land so done and properly reinstating the First Land, and the Second Owner being responsible and liable for any negligent or wilful or criminal acts or omissions of the Second Owner or its employees, agents, contractors and workers TO HOLD the rights and liberties hereby granted under this clause 4(c) unto the Second Owner and the owners for the time being of the Second Land for their proper enjoyment of the Second Land for a term expiring on 30th June 2047.

Clause 6 stipulates that :-

- (a) The rights and liberties in respect of the Access Roadway described in clauses 4 and 5 hereof are hereby declared to include but not limited to use thereof by vehicles of any description, construction vehicles, cranes, heavy machineries, trucks, ambulances, private cars, motorcycles, bicycles and on foot.
- (b) Subject to the Second Owner doing as little damage, nuisance and disturbance as reasonably practicable, making good all damage to and properly reinstating the First Land and being responsible and liable for any negligence or wilful or criminal acts of the Second Owner or its employees, agents, contractors and workers and subject to the provisions of clause 8 hereof, the Second Owner shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the First Owner arising out of or incidental to the exercise of the rights and liberties conferred under clauses 4 and 5 and no claim shall be made against the Second Owner by the First Owner in respect of any such loss, damage, nuisance or disturbance.

Clause 7 stipulates that the First Owner hereby covenants with and warrants to the Second Owner and the owners for the time being of the Second Land for the benefit and protection of the Second Land at all times to the intent and so as to bind the First Land:

- (a) to bear and pay the entire costs of the installation laying and construction of the Access Roadway and the System should the existing Access Roadway and System or any of them need revision or diversion for the construction of the Estate; and to ensure that such revision or diversion would not interrupt the free and uninterrupted grant of easements set out in clause 4 hereof (subject to clause 5 hereof);
- (b) to insure and keep insured to its full reinstatement value at the Second Owner's expense the Access Roadway and the System and all supporting structures and facilities thereof against loss or damage by typhoon, earthquake, fire, subsidence or such other risks as may from time to time be agreed by the First Owner (or, if applicable, the Manager of the Estate) and the Second Owner;
- (c) subject to and conditional upon the renewal or extension of the Government Lease for a term beyond 30th June 2047, the same easements as are granted under clause 4 hereof in favour of the Second Owner (or the owners for the time being of the Second Land) are deemed extended for a term up to such renewed or extended term;
- (d) subject to and conditional upon the renewal or extension by the Government of the Conditions of Exchange for a term beyond the 22nd day of November 2054, the same easements as are granted under clause 4 hereof in favour of the Second Owner (or the owners for the time being of the Second Land) are deemed extended for a term concurrent with the renewed or extended term of the Government Lease referred to in (c) above.

PROVIDED THAT upon the assignment of any undivided share(s) in the First Land and the due execution of the Deed of Mutual Covenant of the First Land, the obligations of First Owner under sub-clauses (a) to (d) of this clause 7 shall be undertaken by the owners for the time being of the First Land and the First Owner's liabilities as sole owner of the First Land under this clause shall cease but

- (1) the obligations of the First Owner as owner of an undivided share in the First Land shall not be affected; and
- (2) prior to the issuance of the Certificate of Compliance, the obligations of the First Owner under clause 7(a) hereof shall be undertaken and completed by the First Owner personally.

Clause 8 stipulates that the Second Owner hereby covenants with the First Owner and the owners for the time being of the First Land for the benefit and protection of the First Land at all times to the intent and so as to bind the Second Land:

- (a) at the Second Owner's own cost and expense, to maintain, repair and keep the Access Roadway in good and substantial repair and condition and properly swept and cleansed free and unobstructed;
- (b) at the Second Owner's own cost and expense, to properly guard the Access Roadway for its own protection;
- (c) at the Second Owner's own cost and expense, to maintain repair and keep the System in good and substantial repair and condition and to keep the same free and unobstructed for the flow of Utilities supplies and the discharge of rainwater, treated or untreated effluent and sewage;

- (d) to bear and pay the entire costs and expenses incurred or to be incurred by the First Owner in insuring or keeping insured the Access Roadway and the System in accordance with clause 7(b) hereof;
- (e) to maintain with a reputable insurance company at the Second Owner's sole cost and expense throughout the subsistence of the grant, third party and public liability insurance against claims for bodily injury or death occurring from upon or about the Access Roadway and the System or any of them or arising from any damage to or loss of any chattel or property sustained on the Access Roadway or by the System. The policy of insurance so effected shall be endorsed to show the interest of the First Owner and shall be in such amount as the Second Owner considers to be reasonable and shall contain a provision that the insurance cover thereby effected and the terms and conditions thereof may not be altered, modified, restricted or cancelled without the express prior written consent of the First Owner provided that such consent shall not be unreasonably withheld. The Second Owner shall produce to First Owner such policy of insurance together with a receipt for the last payment of premium whenever required so to do by First Owner.
- (f) If, for the exercise of the rights and liberties conferred under the Deed, the Second Owner, its agents, contractors and workers need to enter into any part of the First Land the exclusive use and occupation of which belongs solely to an owner, reasonable prior written notice shall be given by the Second Owner to such owner except in the case of emergency provided that the Second Owner shall forthwith make good any damage caused thereby and be responsible and liable for any negligence or wilful or criminal acts of the Second Owner or its employees, agents, contractors or workers.
- (g) To carry out all works hereby authorized in an expeditious and good and workmanlike manner and shall cause as little damage, nuisance or disturbance as is reasonably practicable in the exercise of the rights and liberties hereby conferred and shall make good any damage to the First Land and the Estate.
- (h) To indemnify the First Owner against any loss and damages, costs and expenses and all actions, claims, costs and demands of whatsoever nature brought or made against the First Owner by reason of any negligent or wilful or criminal act or omission of or by the Second Owner, its employees, agents, contractors or workers or the exercise of the rights and liberties hereby granted or the performance of or the breach of any obligations of the Second Owner under this clause 8.

Clause 9 stipulates that notwithstanding the Estate being damaged by fire, typhoon, earthquake, subsidence or other cause so as to render the same substantially unfit for occupation, the grant herein created does not cease to have effect, and in such event:

- (a) all insurance proceeds in respect of the Access Roadway and the System shall be used to cover the reinstatement costs and payments of a capital nature in respect of the Access Roadway and the System and any deficiency shall be borne by the Second Owner but nothing herein shall prejudice the rights of the Second Owner to claim and demand against any person in respect of any loss damage or injury caused by or through or in any way owing to the negligence or default of such person, his servants agents or licencees and of all costs and expenses incurred by the Second Owner in respect of any such claim or demand;
- (b) the Second Owner shall have the right to enter into the First Land to guard and to inspect, operate, cleanse, effect repairs and maintenance of the Access Roadway and the System; and
- (c) nothing herein shall preclude the Second Owner from enjoying the grant described in clause 4 hereof.

Clause 10 stipulates that prior to entering into any agreements for the sale of undivided shares in the First Land, the First Owner, the Second Owner and their respective mortgagees (if any) shall execute a Confirmatory Deed:

- (a) to define the new pedestrian and vehicular access roadways, systems and devices as the Director may require or approve in addition to or in substitution of the existing ones which (if substituted) may thereby be wholly or partially released (as the case may be); and
- (b) to define the portion(s) of the boundary of the First Land and the Second Land as marked RS on Plan I annexed to the Conditions of Exchange which will henceforth constitute the revised Common Boundary so that the portion(s) of the said boundary within the said points RS which do(es) not constitute the said revised Common Boundary may thereby be released; and

- (c) to make such amendments or variations to the provisions of this Deed as may be required or approved by the Director.

Accordingly, as from the date of the Confirmatory Deed, this Deed, the Access Roadways and the System in this Deed will be construed by reference also to the revised provisions and Common Boundary, new pedestrian and vehicular access roadways, systems and devices as provided or defined in the Confirmatory Deed.

(III) Provisions of the Confirmatory Deed

Clause 1 stipulates that the definitions contained in the Deed of Grant and Covenant ("Principal Deed") shall apply also to this Deed whenever the context so admits.

Clause 2 stipulates that clause 1 of the Principal Deed shall be amended as follows with immediate effect:

- (a) The definition of "Access Roadway" is deleted and substituted with the following:
"Access Roadway"
The new pedestrian and vehicular access roadways within and running through the First Land to connect Fu Kin Street with the Second Land which access roadways are for identification purpose only shown on the Level 3 Plan marked Plan No.AR-01 and the Level 4 Plan marked Plan No.AR-02 hereto annexed and coloured red thereon, subject to such improvement, upgrading, renewal or replacement thereof or such alteration or diversions as to the positions, routes, alignments, levels, widths, access points or other aspects as the Director may from time to time require or approve in writing.
- (b) The definition of "System" is varied by adding at the end thereof the following:
'Without limiting the generality of the above, the parties agree and accept that part of the System as are already located in the First Land prior to the date hereof and capable of identification are shown on the drainage plan marked Plan No.D-01 hereto annexed and delineated in red thereon.'

Clause 3 stipulates that in consideration of the releases and surrenders on the part of the Second Owner hereinafter contained, the First Owner hereby grants unto the Second Owner:

- (a) the same right and liberty as are set forth in Clause 4(a) of the Principal Deed save that the "Access Roadway" therein referred to shall henceforth mean the pedestrian and vehicular access roadways newly defined in clause 2(a) of this Deed;
- (b) the same right and liberty as set forth in Clause 4(b) of the Principal Deed save that the "System" therein referred to shall henceforth include the variation described in clause 2(b) of this Deed;
- (c) subject to Clause 6(a)(ii)(2), the right of subjacent and lateral support and protection from the First Land and the Estate, for the purpose of supporting upholding and maintaining the Access Roadway and the System;
- (d) the right for the Second Owner and his successors in title, the owners and occupiers for the time being of the Second Land to affix to the entrance of the Access Roadway a directional signage (whether illuminated or not) for the Development on the Second Land;
- (e) the (non-exclusive) right for the Second Owner and his successors in title, the owners and occupiers for the time being of the Second Land of free and uninterrupted passage and running of the Utilities in and through the relevant part(s) of the common areas and facilities of the Estate that are now laid or will be laid within the term of the Principal Deed (in common with all others entitled to the like right) to and from the System and/or to and from the Second Land for the said Purposes (hereinafter called "Shared Common Facilities") TO HOLD the rights and liberties hereby granted unto the Second Owner and the owners for the time being of the Second Land for their proper enjoyment of the Second Land for a term expiring on 30th June 2047 PROVIDED THAT that the Second Owner shall on written demand of the manager for the time being of the Estate contribute a reasonable proportion of the costs for the inspection, operation, repair, maintenance, replacement, renewal, improvement and up-grading of the Shared Common Facilities. Accordingly, with immediate effect, Clause 4 of the Principal Deed will be deemed to be amended with the insertion after Sub-clause (c) thereof the additional right set out in this clause 3(e) by way of Clause 4(d) of the Principal Deed.

Clause 5 stipulates that the First Owner hereby covenants with and warrants to the Second Owner and the owners for the time being of the Second Land (in addition to the covenants described in the Principal Deed) for the benefit and protection of the Second Land at all times to the intent and so as to bind the First Land as follows:

- (a) In the event the First Owner sells undivided shares in the First Land and enters into a deed of mutual covenant with its co-owners, the First Owner shall designate the Access Roadway as "Retained Access Roadway" in the deed of mutual covenant in respect of the First Land with undivided shares allocated to it, provided that :-
- (1) the Manager of the Estate on behalf of the owners for the time being, of the First Land, its employees, agents, contractors and workers shall have the right to pass and re-pass on, over, along or through the Retained Access Roadway with or without vehicles and with or without tools and equipment for all purposes connected with :-
 - (i) refuse collection and disposal at the refuse collection chamber situated at the Upper Part of Level 3 of the Estate;
 - (ii) gaining access to the various entrances of the Estate which adjoin the Retained Access Roadway at Level 4 of the Estate for the inspection, management, maintenance, repair, renewal, replacement, improving and upgrading of the various common facilities of the Estate located therein where access thereto cannot be gained through the main entrance of the Estate located at X and Y through Z marked on Plan I annexed to the Conditions of Exchange; and
 - (2) the Manager of the Estate on behalf of the owners for the time being of the First Land, its employees, agents, contractors and workers upon reasonable prior written notice to the owner of the Retained Access Roadway (except in case of emergency) shall have the right to enter into and to open up the Retained Access Roadway for the purpose of inspecting, managing, maintaining, repairing, renewing, replacing, improving or upgrading the common facilities of the Estate that are located within, in, above, under, along, by and through the Retained Access Roadway provided always that :-
 - (i) no works shall be carried out on the Retained Access Roadway unless reasonable prior notice has been given by the Manager of the Estate to the owner of the Retained Access Roadway (except in the event of an emergency);
 - (ii) none of the works shall cause a breach of any of the terms and covenants in the Conditions of Exchange, the Principal Deed and this Deed, and in particular, none of the works will cause the Retained Access Roadway to be unreasonably obstructed;
 - (iii) all works will be carried out in an expeditious, good and workmanlike manner and shall cause as little damage, nuisance or disturbance as is reasonably practicable; and
 - (iv) the Manager of the Estate shall make good any damage to the Retained Access Roadway and indemnify the owner of the Retained Access Roadway against any loss and damages, costs and expenses and all actions, claims, costs and demands of whatsoever nature brought or made against the owner of the Retained Access Roadway by reason of any negligent or wilful or criminal act or omission of or by the Manager of the Estate, its employees, agents, contractors or workers.
 - (3) the Manager of the Estate, the owners for the time being, their tenants, servants, agents, lawful occupants and licensees of the First Land shall have the right to escape to and through the Retained Access Roadway in the event of fire or emergency.
- (b) The First Owner shall immediately before the execution of the Deed of Mutual Covenant in respect of the First Land, assign the Retained Access Roadway (and the undivided shares allocated thereto) to a wholly owned subsidiary company of the Second Owner, who shall be party to and execute the said deed of mutual covenant in respect of the First Land in a form first approved by the Director. The Second Owner will further procure that contemporaneous with its assignment of the Second Land to an assignee, the Second Owner will procure that its said wholly owned subsidiary company would similarly assign the Retained Access Roadway to a wholly owned subsidiary of the said assignee with a similar covenant upon future assignment of the Second Land.

- (c) The First Owner must not obstruct or allow the obstruction of the Access Roadway or park or allow the parking of any vehicles in or upon it or erect or allow the erection of any building or structure in or upon the Access Roadway and must not hinder or interfere with the use of the Access Roadway by any person or persons lawfully entitled to use it.
- (d) (1) The First Owner must not obstruct or permit or knowingly suffer the obstruction of access to any Devices by any person or persons lawfully entitled for the purposes of inspecting, maintaining, repairing, replacing, enlarging and upgrading it.
- (2) The First Owner must not do or permit the doing of any act (whether of a temporary or permanent nature) that in any way damages, weakens or endangers the Devices or that has the direct or indirect effect of withdrawing support from it.
- (e) The First Owner must not repair any joists or beams supporting Level 3 and Level 4 of the Estate which might affect the Access Roadway (except in the event of an emergency) unless the First Owner gives at least 21 days' notice in writing of his intention to do so to the Second Owner detailing the work to be done so that the Second Owner may take such precautions as it may be advised to take but provided that notice is duly and properly given, the First Owner is not to be liable to the Second Owner for any damage resulting to the ceilings of Level 3 and Level 4 of the Estate.
- (f) The First Owner hereby acknowledges and accepts the following:
- (1) The Development now erected on the Second Land consists of approximately 300 hospital beds for in-patients, capacity for out-patients, approximately 118 car parks and staff quarters.
 - (2) As at the date hereof, Special Condition (4) of the Government Lease allows for the provision in the Second Land of, inter alia, up to 600 hospital beds, together with such other ancillary buildings as may be previously approved in writing by the Director of Medical and Health Services and the Secretary for City and New Territories Administration and such staff quarters as the said Director of Medical and Health Services and the Secretary for City and New Territories Administration may consider reasonable for housing staff and workmen employed on the Second Land. Additional car parks are required in such numbers as the Government may prescribe or as may be agreed between the Second Owner and the Government.
 - (3) The Second Owner hereby declares that it, and its successors and assigns will in the future expand the Development to include all these permitted or required under the said Special Condition (4) by erection of buildings and structures in addition to and/or in substitution of the existing buildings and structures.
 - (4) The Second Owner intends also to negotiate with the Government for further intensification of the Development on the Second Land whether by additional modification of the existing Government Lease or by surrender and regrant of the Second Land on such terms as may be agreed between the Government and the Second Owner, its successors and assigns, and this would include the erection of buildings and structures in addition to and/or in substitution of the existing buildings and structures.
 - (5) The Second Owner may in the future, subject to all approval as may be required from the Government, also change the user of the Development and this would include the erection of buildings and structures in addition to and/or in substitution of the existing buildings and structures.
 - (6) Each and every stage mentioned in the preceding sub-clauses would result in (a) an increase of the burden of easements on the First Owner, including but not limited to an increase in traffic volume, increase in flow and volume of Utilities, rainwater, effluent and sewage, (b) the erection of additional Devices or new Devices in substitution of these existing Devices and (c) changes to the nature and mode of user of the Access Roadway and System.

The First Owner agrees that it is well within the contemplation of the First Owner, its successors and assigns that the easements created by the Principal Deed as varied or modified by this Deed are to cover all of the above intensification and changes in user, and the First Owner further agrees that the said easements are not qualified or limited in any respect, it being common ground that the Access Roadway is not required for the Estate save for the very limited usage described in clause 5(a) hereof, but is the only access for the Second Land and the Development which would otherwise be landlocked.

- (g) The First Owner must not do anything or suffer anything to be done that might affect the supply or flow of the Utilities passing through the Shared Common Facilities. In this regard, the First Owner covenants to keep the Shared Common Facilities in good repair and condition at all times.
- (h) The First Owner must not object to the Second Owner's works for upgrading and improvement or attempts to upgrade and improve the Access Roadway and must not do anything or suffer anything to be done whereby the Second Owner's works for upgrading and improvement or attempts to upgrade and improve the Access Roadway may be impeded in any respect provided that such works are in compliance with the Conditions of Exchange, it being acknowledged by the First Owner that the state and condition of the Access Roadway and its upgrading and improvements thereof from time to time would be of utmost importance to the Second Owner's enjoyment of the Second Land, whereas the Access Roadway is not required for the Estate save for the very limited and economically minor usage described in clause 5(a) of this Deed.

Clause 6 stipulates that :-

- (a) If at any time the First Owner intends to redevelop the First Land, the First Owner shall give written notice to the Second Owner with details of its proposal for diversion of the Access Roadway, the System (including the Devices) and the Shared Common Facilities, or any of them whereupon the following provisions are to have effect:
- (i) The new diverted Access Roadway, the new diverted System (including the new Devices) and the new diverted Shared Common Facilities (whichever is applicable), must be in a position on the First Land that will avoid interference with the Development and its facilities and the points of ingress to and egress from the First Land are not to be altered without the written consent of the Second Owner.
 - (ii) If the circumstances so required, the First Owner must enter into an agreement for diversion followed by a second confirmatory deed with the Second Owner:
 - (1) granting an easement in through and over a strip or strips of land lying and being at the new diverted Access Roadway, the new diverted System (including the new Devices) and the new diverted Shared Common Facilities; and
 - (2) granting easements of support/protection for the purpose of upholding and maintaining these new diverted Access Roadway, the new diverted System (including the new Devices) and the new diverted Shared Common Facilities.

And the grant of rights must be in similar terms to the Principal Deed and this Deed.
 - (iii) For the avoidance of doubt:
 - (1) the Access Roadway, the System (including the Devices) and the Shared Common Facilities which are not so diverted will continue to be enjoyed by the Second Owner for the benefit of the Second Land and the Development pursuant to the terms of the Principal Deed as varied by this Deed which shall remain in full force and effect save as modified by the second confirmatory deed; and
 - (2) the easements over the portion of the original Access Roadway, the System (including the Devices) and the Shared Common Facilities (whichever is applicable) which have been diverted together with related easements of support/protection will henceforth be released, surrendered and extinguished under and by virtue of the second confirmatory deed.

- (b) As soon as practicable following execution of the said agreement for diversion under sub-clause (a)(ii) of this clause, the First Owner must at its own costs and expenses construct the new diverted Access Roadway and lay the new diverted System (including the new Devices) and the new diverted Shared Common Facilities (whichever is applicable) and all necessary apparatus and related support/protection ancillary to them along the diverted route and shall only remove or abandon the original portion of the Access Roadway, the System (including the Devices) and the Shared Common Facilities (whichever is applicable) and related support/protection ancillary to them after the said diversion has been completed and in operation, without damaging and injuring the enjoyment of the Second Land or the normal functioning of the Development.

- (c) Nothing in sub-clause (b) of this clause shall preclude the parties from setting out in detail in the said agreement for diversion allowing for the temporary alteration on one or more occasions the route of the easements granted under the Principal Deed and this Deed to facilitate the construction of the new diverted Access Roadway, the new diverted System (including the new Devices) and the new diverted Shared Common Facilities (whichever is applicable) together with related easements of support/protection and all necessary apparatus ancillary to them and to facilitate the redevelopment of the First Land.

(IV) Provisions of the Deed of Mutual Covenant

Clause 38 in Section IV of the Deed of Mutual Covenant stipulates that the Manager shall have full authority to do all such acts and things as may be necessary or expedient for or in connection with the Lot and the Estate and the management thereof including, inter alia, the following:

- (b) To take all steps necessary or expedient for complying with the Government Grant, Deed of Grant and any government requirements concerning the Lot and the Estate or any part thereof;
- (w) To prevent (by legal action if necessary) and to remedy any breach by any Owner or other person occupying or visiting the Lot and the Estate any provisions of the Government Grant, Deed of Grant or this Deed;
- (ac) To enforce the due observance and performance by the Owners and Occupiers of the terms and conditions of the Government Grant, Deed of Grant, this Deed and any relevant Sub-Deed and the Estate Rules and to take action in respect of any breach thereof including the commencement, conduct and defence of legal proceedings and the registration and enforcement of charges as herein mentioned.
- (aq) From time to time with the prior approval of the Owners' Committee (if and when it is formed) or the Owners' Incorporation if any, to make, revoke or amend the Estate Rules as it shall deem appropriate which shall not be inconsistent with or contravene this Deed, the Building Management Ordinance Cap.344, the Government Grant and the Deed of Grant provided that for the avoidance of doubt the Manager shall not be required to make Estate Rules in respect of the Retained Access Roadway;
- (bo) To take all steps necessary or expedient for complying with the conditions and provisions of the Deed of Grant and to represent all the Owners in all matters and dealings with the Dominant Landowner in any way touching or concerning the rights and obligations under the Deed of Grant;
- (bp) Subject always to the terms of the Deed of Grant, to permit the Dominant Landowner, their respective tenants, lawful occupants, licensees, agents, servants, consultants and workmen free and uninterrupted access at all times upon reasonable prior written notice to the Manager except in the case of emergency to enter with vehicles, tools and machines into all Common Areas and Facilities wherein any part of the System is located and without limiting the generality of the above, include but not limited to:
 - (i) the right to enter into the cable draw pit room located on the upper part of Level 3 of the Estate through the relevant Estate Common Areas; and
 - (ii) the right to enter into the emergency vehicular access and entrance plaza located on Level 1 of the Estate through the relevant Estate Common Areas relating to drainage pipes of the System.
- (bv) Subject to the prior written approval of the Owners' Committee or the Owners' Incorporation, to apply to, negotiate and agree with both the Government and the Dominant Landowner to amend, vary or modify the Deed of Grant (including any plans annexed thereto) or any conditions thereof from time to time and to execute any modification letter, no-objection letter, deed of variation or any other modification documents in connection therewith without the necessity of joining in all the Owners and any such amendment or variation or modification shall be binding on the Owners Provided that such variation(s) or modification(s) shall not adversely affect or prejudice the exclusive use occupation and enjoyment of the Units of other Owners.

Clause 2 in Part B of the Fourth Schedule stipulates that the Retained Access Roadway is held by its Owner subject to the following:-

(a) Easements

- (i) Full right and liberty for the Manager, its employees, agents, contractors and workers (in common with all persons having the like right) to go pass or repass over and along the Retained Access Roadway with or without vehicles and with or without tools and equipment for all purposes connected with:

- (1) refuse collection and disposal at the refuse collection chamber situated at the upper part of Level 3 of the Estate; and
- (2) gaining access to the various entrances of the Estate which adjoin the Retained Access Roadway at Level 4 of the Estate for the inspection, management, maintenance, repair, renewal, replacement, improving and upgrading of the various Common Areas and Facilities located therein where access thereto cannot be gained through the main entrance of the Estate located at X and Y through Z marked on Plan I annexed to the Government Grant.

- (ii) Full right and liberty for the Manager, its employees, agents, contractors and workers upon reasonable prior written notice to the Owner of the Retained Access Roadway (except in case of emergency) to enter into and to open up the Retained Access Roadway for the purpose of inspecting, managing, maintaining, repairing, renewing, replacing, improving or upgrading the Common Facilities that are located within, in, above, under, along, by and through the Retained Access Roadway provided always that:

- (1) no works shall be carried out on the Retained Access Roadway unless reasonable prior notice has been given by the Manager to the Owner of the Retained Access Roadway (unless in case of emergency);
- (2) none of the works shall cause a breach of any of the terms and covenants in the Government Grant, Deed of Grant, and in particular, none of the works will cause the Retained Access Roadway to be unreasonably obstructed;
- (3) all works will be carried out in an expeditious, good and workmanlike manner and shall cause as little damage, nuisance or disturbance as is reasonably practicable; and
- (4) the Manager shall make good any damage to the Retained Access Roadway and indemnify the Owner of the Retained Access Roadway against any loss and damages, costs and expenses and all actions, claims, costs and demands of whatsoever nature brought or made against the Owner of the Retained Access Roadway by reason of any negligent or wilful or criminal act or omission of or by the Manager, its employees, agents, contractors or workers.

(b) Right of escape

Full right and liberty for the Manager, the Owner for the time being, his tenants, servants, agents, lawful occupants and licensees (in common with all persons having the like right) to escape to and through the Retained Access Roadway in the event of fire or emergency.

(c) Right under Deed of Grant

Full right and liberty for the Dominant Landowner, its tenants, lawful occupants, licensees, agents, servants and workmen over the Retained Access Roadway pursuant to the Government Grant and the Deed of Grant.

(d) Restrictions on assignment

No assignment of the Retained Access Roadway and the Undivided Shares thereof shall be permitted except as a whole and unless to a wholly owned subsidiary company of the Dominant Landowner subject to the Government Grant, the Deed of Grant and this Deed.

(e) Restriction on User

The Retained Access Roadway shall not be used for any purpose other than as a right of way in accordance with the Government Grant and the Deed of Grant.

(f) Indemnity

The Owner of the Retained Access Roadway shall fully and effectually indemnify and keep the Owners of the Lot (other than itself) fully and effectually indemnified from and against any or all liabilities, damages, claims, costs, expenses, losses (whether financial or otherwise) charges, demands, actions and proceedings of whatsoever nature howsoever arising directly or indirectly out of or in connection with or as a consequence of:

- (i) the non-observance or non-performance of any of the covenants in the Government Grant relating to the Retained Access Roadway or any of the provisions in the Deed of Grant and this Deed in so far as they or any of them relate to the Retained Access Roadway but not further or otherwise; or
- (ii) any use of the Retained Access Roadway or any activities carried out at the Retained Access Roadway whether or not such use or activities are in compliance with the covenants in the Government Grant or the Deed of Grant or this Deed or in breach thereof.

Clause 40 of the Fifth Schedule stipulates that no Owner shall do or suffer to be done anything which contravenes the rights of the Dominant Landowner under the Deed of Grant.

- 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

The Brown Area as referred to in Special Condition No.(6) of the Land Grant:

(I) Provisions of the Land Grant

Special Condition No.(6) of the Land Grant stipulates that:-

- (a) The lot is granted together with a right for the Grantee and his servants, visitors, workmen and other persons authorized by him in that behalf from time to time and at all times during the term hereby granted for all purposes connected with the proper use and enjoyment of the lot to pass and repass, on, along, over, by and through the area shown coloured brown on Plan I annexed hereto (hereinafter referred to as “the Brown Area”) at such levels as may be approved by the Director.
- (b) The Grantee shall within 48 calendar months from the date of this Agreement or within such other time limit as may be specified by the Director, at his own expense, in such manner, with such materials and to such standards as the Director shall require or approve, construct a paved way with the associated street furnitures, traffic aids, street lighting, sewers, drains and other structures on the Brown Area with minimum disturbance to the owners of any other lots in the vicinity to whom rights of way over the whole or any portion of the Brown Area may have been granted.
- (c) The Grantee shall at his own expense uphold, maintain and repair the Brown Area and everything forming a portion of or pertaining to it, all to be done to the satisfaction of the Director and the Grantee shall be responsible for the whole as if he were the absolute owner thereof.
- (d) Any alteration to any public road absorbing a portion of the Brown Area over and along which a right of way is given or affecting the gradient thereof, shall not give rise to any claim by the Grantee who shall at his own expense carry out all consequent alterations to the Brown Area constructed by him to the satisfaction of the Director.
- (e) The grant of the right of way referred to in sub-clause (a) of this Special Condition shall not give the Grantee the exclusive right over the Brown Area. The Government shall have the right to grant rights of way over the Brown Area to the owners of any other lots in the vicinity now or at any time in the future, or to take over the whole or any portion of the Brown Area for the purposes of a public street without payment of any compensation to the Grantee or to other owners to whom rights of way over the whole or any portion of the Brown Area may have been granted.
- (f) In the event of the non-fulfilment of the Grantee’s obligations under sub-clauses (b) and (c) of this Special Condition, the Government may carry out the necessary construction, maintenance and repair 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.

- (g) Notwithstanding the grant of the right of way referred to in sub-clause (a) of this Special Condition, the Government shall have the full right and power, upon giving to the Grantee, not less than fourteen days written notice (save in case of emergency) to lay, install, relay, divert, remove, re-provision, replace, inspect, operate, repair, maintain and renew any Government or other drain, culvert, waterway or watercourse, sewer, nullah, water main, pipe, cable, wire, line, utility service or other works or installations (all together hereinafter referred to as “the services”) which are now or may hereafter be upon, over, under or adjacent to the Brown Area as the Director may in his absolute discretion deem fit, making good any and all damages cause thereby, and the Director, his officers, contractors and any other persons authorized by him, his or their workmen with or without tools, equipment, plant, machinery or motor vehicles shall have the right of free ingress, egress and regress at all times to and from the Brown Area for the purposes aforesaid. The Grantee shall not disturb or allow anybody to disturb the services without prior written approval from the Director. Save in respect of making good any and all damage caused by any exercise of the aforesaid rights and powers, the Government, the Director, his officers, contractors and any other persons authorized by him, his or their workmen 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 of the rights conferred under this sub-clause, and no claim nor objection shall be made against him or them by the Grantee.

(II) Provisions of the Deed of Mutual Covenant

Clause 15(h)(xix) in Section IV of the Deed of Mutual Covenant stipulates that the Management Expenses shall cover all costs, charges, and expenses incurred or required to be incurred to uphold, maintain and repair the Brown Area described and set out in the Government Grant and everything forming a portion of or pertaining to it, all to be done to the satisfaction of the Director of Lands.

Clause 38 in Section IV of the Deed of Mutual Covenant stipulates that the Manager shall have full authority to do all such acts and things as may be necessary or expedient for or in connection with the Lot and the Estate and the management thereof including, inter alia, the following:

- (b) To take all steps necessary or expedient for complying with the Government Grant, Deed of Grant and any government requirements concerning the Lot and the Estate or any part thereof;
- (w) To prevent (by legal action if necessary) and to remedy any breach by any Owner or other person occupying or visiting the Lot and the Estate any provisions of the Government Grant, Deed of Grant or this Deed of Mutual Covenant;
- (ac) To enforce the due observance and performance by the Owners and Occupiers of the terms and conditions of the Government Grant, Deed of Grant, this Deed and any relevant Sub-Deed and the Estate Rules and to take action in respect of any breach thereof including the commencement, conduct and defence of legal proceedings and the registration and enforcement of charges as herein mentioned.

- C. Information of 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.

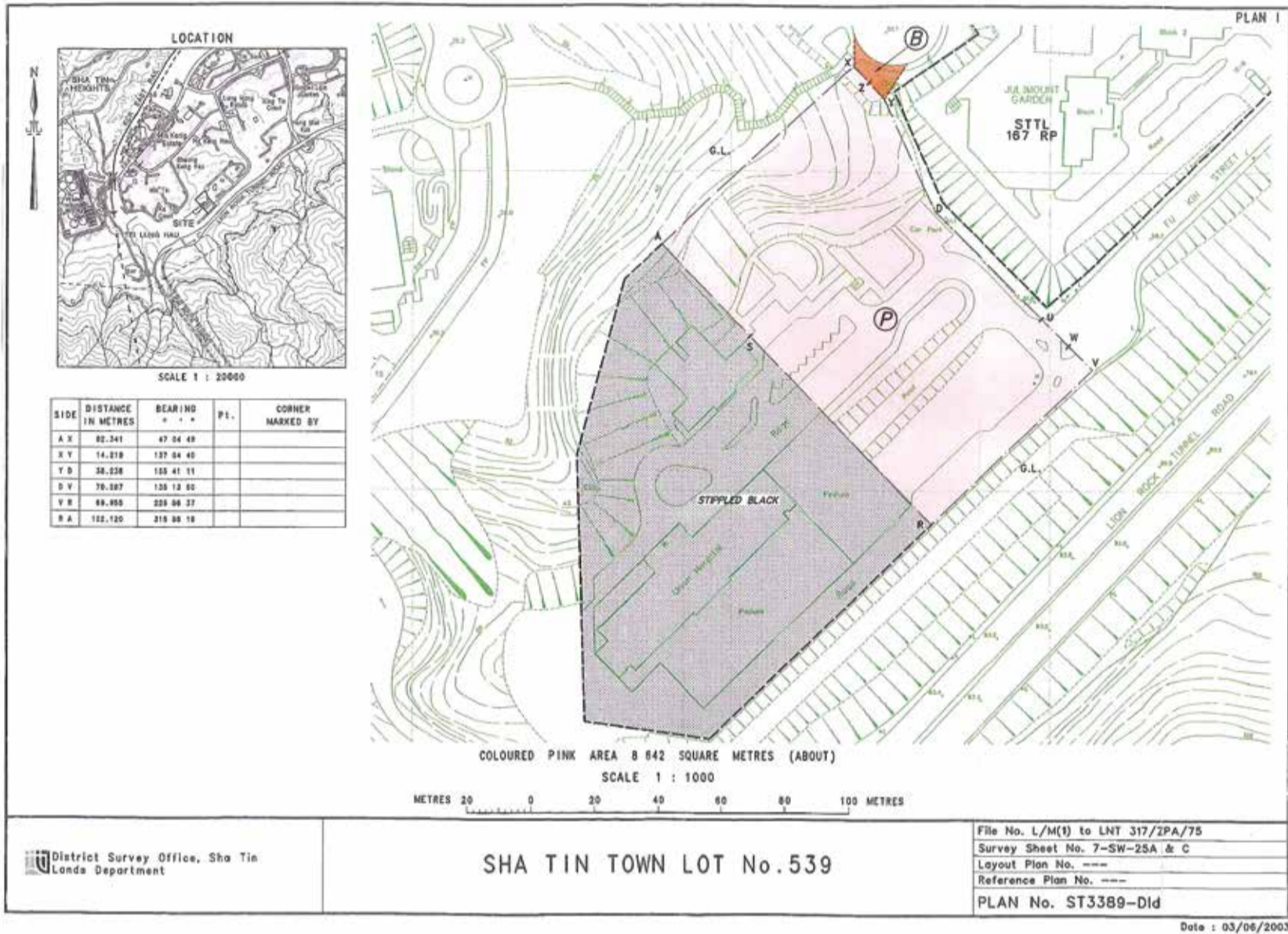
Remarks:

- (1) Prior to the execution of the Deed of Mutual Covenant, all expenses of upholding, maintaining and repairing the Brown Area are borne by the Vendor solely. After the execution of the Deed of Mutual Covenant, the Brown Area is required to be maintained at the expense of the owners of the residential and other properties in the development. All owners of the residential and other properties are required to meet a proportion of the expense of upholding, maintaining and repairing the Brown Area through the management expenses apportioned to the residential and other properties concerned.
- (2) Prior to the execution of the Deed of Mutual Covenant, the registered owner of the Adjoining Land shall at its own cost and expense maintain and repair the Access Roadway (which shall be designated as “Retained Access Roadway” in the Deed of Mutual Covenant). After the execution of the Deed of Mutual Covenant, the Retained Access Roadway forms part of the Estate. The Owner of the Retained Access Roadway shall at its own cost and expense maintain and repair the Retained Access Roadway. Such Owner shall also contribute towards the management expense of the Estate in accordance with the Estate Management Budget. The Manager of the Estate shall have full right to (a) go pass or repass over and along the Retained Access Roadway for the purposes of (i) refuse collection and disposal at the refuse collection chamber situated at the upper part of Level 3 of the Estate; (ii) gaining access to various entrances of the Estate which adjoin the Retained Access Roadway at Level 4 of the Estate; and (b) enter into the Retained Access Roadway for inspecting, maintaining or repairing the Common Facilities that are located within the Retained Access Roadway.
- (3) In the Deed of Mutual Covenant
 - (i) the “Government Grant” means the Land Grant; and
 - (ii) the “Deed of Grant” means the Deed of Grant and Covenant dated 23rd November 2004 and registered in the Land Registry by Memorial No.ST1392790 as supplemented by a Confirmatory Deed dated 18th November 2009 and registered in the Land Registry by Memorial No.09112700430092.
- (4) Plan I annexed to the Land Grant is appended hereto at the end of this section.

16 INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

公共設施及公眾休憩用地的資料

附於批地文件的圖I
Plan I annexed to the Land Grant



特別批地條款參註
Special conditions refer

 啡色
Brown Color

 粉紅色底色加黑點
Pink Stippled Black

Points
X, Z, Y, X, Z, Y, U, W, V, R, S 點
U, W, V, X, Z, Y, U, W, V, R, S Points
R, S