

**A. 根據批地文件規定須興建並提供予政府或供公眾使用的任何設施**

1. 描述

- (a) 批地文件特別條款第 (2)(a)(i) 條提述於黃色範圍及黃色間黑斜線範圍內的一條海濱長廊及黃色間黑斜線範圍內的一條公眾行人通道。
- (b) 批地文件特別條款第 (10)(a)(i)、(10)(a)(ii)、(10)(b)、(10)(c)及(10)(d)條分別提述的行人天橋連接通道、行人天橋連接通道的承托物及連接段、第一行人道、第二行人道及升降機及自動扶手電梯。
- (c) 批地文件特別條款第 (11)(a)(i) 及 (11)(c) 條分別提述的有蓋行人天橋及行人天橋連接細節。
- (d) 批地文件特別條款第 (13)(b) 條提述的公眾通道範圍。
- (e) 批地文件特別條款第 (14)(b) 條提述的額外公眾通道範圍。

2. 公眾的使用權

- (a) 公眾有權按照批地文件使用行人天橋連接通道、第一行人道、第二行人道、升降機及自動扶手電梯、有蓋行人天橋、公眾通道範圍及額外公眾通道範圍。
- (b) 《一手住宅物業銷售條例》(第 621 章) 附表 1 第 1 部第 16(4) 條不適用於黃色範圍及黃色間黑斜線範圍內的海濱長廊、黃色間黑斜線範圍內的公眾行人通道、行人天橋連接通道的承托物及連接段和行人天橋連接細節。

**B. 根據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任何設施**

不適用

**C. 根據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任何休憩用地**

不適用

**D. 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任何部分**

不適用

**E. 顯示該等設施、休憩用地及土地中的該等部分的位置的圖則**

請參閱本節末附錄的圖則。

**F. 批地文件中關於該等設施、休憩用地及土地中的該等部分的條文**

1. 黃色範圍及黃色間黑斜線範圍內的海濱長廊及黃色間黑斜線範圍內的公眾行人通道

批地文件特別條款第 (2) 條規定：

- (a) (i) 買方須於 2022 年 12 月 31 日 \* 或署長批准的其他日期或之前，自費以良好的工藝，並按署長批准的物料、標準、水平、定線及設計及按批地文件附錄且標題為“Technical Schedule for the Yellow Areas and the Yellow Hatched Black Area”及“Technical Schedule for the Building Works”的工程規格附表（以下統稱「工程規格附表」）、本特別條款第 (b) 款批准的圖則及經批准的園景總綱圖（定義見批地文件特別條款第 (4)(a) 條）在黃色範圍（如批地文件定義）及黃色間黑斜線範圍（如批地文件定義）內鋪設、塑造、豎立、建造、提供及美化一條海濱長廊，並在一切方面使署長滿意。買方須於黃色間黑斜線範圍內提供一條 4.5 米闊的公眾行人通道撥供作為行人區。為免存疑，黃色範圍並不包括任何海堤。
- (ii) 就本特別條款而言，署長就本特別條款第 (a)(i) 款提述的工程是否已經按本特別條款第 (a)(i) 款規定完成及何時完成所作決定為最終決定及對買方有約束力。
- (b) (i) 買方須自費向署長提交或安排提交有關黃色範圍及黃色間黑斜線範圍的圖則供其書面審批，圖則內容須包括黃色範圍及黃色間黑斜線範圍的水平、位置、定線及設計的詳情和資料及署長要求的其他詳情和資料。
- (ii) 未經署長事先書面批准，買方不得對經批准的黃色範圍及黃色間黑斜線範圍的圖則作任何修訂、更改、改動、變更或替代。
- (iii) 按本特別條款第 (b)(ii) 條規定經署長批准的任何修訂、更改、改動、變更或替代須被視作已納入經批准的黃色範圍及黃色間黑斜線範圍的圖則並構成其一部份。
- (iv) 本特別條款第 (b)(i) 款提述的圖則獲署長批准前，買方不得在黃色範圍及黃色間黑斜線範圍內或其上開展任何建築工程（批地文件特別條款第 (1)(b) 條提述的拆卸及移除工程、地盤平整工程及土地勘測除外）。就該等條款而言，「建築工程」、「地盤平整工程」及「土地勘測」須按《建築物條例》、其下的任何規例及任何修訂法定義。
- (c) (i) 買方不得更改、拆卸或損壞毗連黃色範圍的現有海堤或進行任何對海堤或其任何部分造成更改、損壞或不利影響之工程，而署長就任何工程是否會對海堤造成更改、損壞或不利影響所作決定為最終決定及對買方有約束力。
- (ii) 海堤蓋頂線對開及後方 10 米範圍內的最大附加荷載不得超過每平方米 10 千牛頓。
- (iii) 海堤蓋頂線 15 米範圍內不得進行任何形式的撞擊式打樁工程。
- (d) 當本特別條款第 (a)(i) 款提述的工程完工後，買方須於其擁有黃色範圍及黃色間黑斜線範圍或其任何部分的管有權期間自費保持、管理、維修及保養黃色範圍及黃色間黑斜線範圍或其任何部分及其各個組成或相關部分，使其處於良好及修繕妥當的狀態，並在一切方面使署長滿意，直至整個黃色範圍及黃色間黑斜線範圍的管有權已經按本特別條款第 (g)(iv) 款交還政府。
- (e) 倘若買方未能履行批地文件特別條款第 (1)(b) 條及本特別條款第 (a)(i) 或 (d) 款的責任，政府可進行所需之工程，惟費用一概由買方負責，而買方須應要求向政府支付相等於該費用的金額，支付金額由署長決定，其決定為最終決定及對買方有約束力。

- (f) 政府毋須就任何對買方或任何其他人士所造成或蒙受的損失、損害、滋擾或干擾承擔任何責任或法律責任，不論該等損失、損害、滋擾或干擾是否因買方履行批地文件特別條款第(1)(b)條及本特別條款第(a)(i)或(d)款的責任或政府行使本特別條款第(e)款的權利或其他原因而引起或附帶引起的，買方亦不得就任何該等損失、損害、滋擾或干擾向政府提出索償。
- (g) (i) 僅為進行批地文件特別條款第(1)(b)條提述的拆卸及移除工程及本特別條款第(a)(i)及(d)款指明的工程，買方將於署長向其發出的信函中所指定的日期被授予黃色範圍及黃色間黑斜線範圍的管有權，該日期不會遲於2020年3月31日。
- (ii) 政府毋須就任何對買方或任何其他人士所造成或蒙受的損失或損害承擔任何責任或法律責任，不論該等損失或損害是否因延遲管有黃色範圍及黃色間黑斜線範圍或其他原因而引起或附帶引起的，買方亦不得就任何該等損失或損害向政府提出索償。
- (iii) 買方須接受黃色範圍及黃色間黑斜線範圍於其管有權授予買方的當日現存的狀態和情況及存在的樹木、構築物和地基，並特此同意不會就此向政府提出任何索償。
- (iv) 買方須於2022年12月31日\*或署長批准的其他日期或之前應政府要求將黃色範圍及黃色間黑斜線範圍或其任何按署長全權酌情指明或要求的部分交還政府。在任何情況下，於署長發出信函表示該等條款已獲遵守並使其滿意，黃色範圍及黃色間黑斜線範圍或其任何部分將被視為已於發信當日由買方交還政府。
- (h) 未經署長事先書面同意，買方不得將黃色範圍及黃色間黑斜線範圍或其任何部分用作存放或停泊車輛或搭建任何臨時構築物，或用作進行批地文件特別條款第(1)(b)條提述的拆卸及移除工程、本特別條款第(a)(i)及(d)款指明的工程及本特別條款第(i)(ii)款指明的用途以外的其他用途。
- (i) (i) 買方須於其擁有黃色範圍及黃色間黑斜線範圍或其任何部分的管有權期間的所有合理時候：
  - (I) 允許政府、署長及其人員、承辦商、代理人、工人及署長授權的任何人士有權進出、往返及經過該地段、黃色範圍及黃色間黑斜線範圍或其任何部分，以便視察、檢查及監督按批地文件特別條款第(1)(b)條、本特別條款第(a)(i)及(d)款規定進行的任何工程，以及進行、視察、檢查及監督本特別條款第(e)款規定的工程及任何署長認為於黃色範圍及黃色間黑斜線範圍或其任何部分必要的其他工程；
  - (II) 按政府、署長或相關的公用事業公司要求，允許政府、署長及其人員、承辦商、代理人、工人及署長授權的任何人士及政府授權的相關公用事業公司，有權進出、往返及經過該地段、黃色範圍及黃色間黑斜線範圍或其任何部分，以便在黃色範圍及黃色間黑斜線範圍或其任何部分或任何毗連土地之內、之上或之下進行任何工程，包括但不限於鋪設及其後保養所有喉管、電線、管道、電纜槽及擬為該地段或任何毗連或鄰近土地或處所提供電話、電力、煤氣（如有）及其他服務設施所需的其他導電媒介及附帶設備，以及在黃色範圍及黃色間黑斜線範圍之下進行有關啟德發展區區域供冷系統的地下管道工程。買方須就任何上述擬在黃色範圍及黃色間黑斜線範圍或其任何部分內進行的工程的所有相關事宜與政府、署長及其人員、承辦商、代理人、工人及署長授權的任何人士及政府授權的相關公用事業公司充分合作；及
  - (III) 按水務監督的人員或水務監督授權的其他人士要求，允許水務監督的人員及水務監督授權的其他人士有權進出、往返及經過該地段、黃色範圍及黃色間黑斜線範圍或其任何部分，就任何設於黃色範圍及黃色間黑斜線範圍或其任何部分內的其他水務裝置進行相關的運作、保養、維修、更換及改動工程。
- (ii) 在不影響本特別條款第(a)(i)款的一般適用範圍下，買方於其擁有黃色範圍及黃色間黑斜線範圍或其任何部分的管有權期間：

(I) 須自費於所有時候及在一切方面使消防處處長滿意的情況下：

- (A) 管理及保養於黃色範圍及黃色間黑斜線範圍之管有權獲交付予買方當日已存在並在批地文件夾附的圖則上以紫色虛線包圍以供識別之範圍內的緊急車輛通道（以下簡稱「緊急車輛通道」），提供充足照明及保持緊急車輛通道不受阻塞，以便消防設備及消防人員進出在批地文件夾附的圖則標記為「Fireboat berth cum public landing steps」的滅火輪泊位連公眾登岸梯級（以下簡稱「滅火輪泊位連公眾登岸梯級」）及毗連黃色範圍及黃色間黑斜線範圍的政府土地上由消防處處長指定為救援範圍的毗連硬鋪範圍；及
- (B) 允許消防設備及消防人員自由及不受干擾地使用緊急車輛通道，以進出本特別條款第(i)(ii)(I)(A)款提述的滅火輪泊位連公眾登岸梯級及硬鋪範圍；

(II) 允許政府、署長及其人員、承辦商、代理人、工人及署長授權的任何人士，於所有時候（不論有否給予通知）進入黃色範圍及黃色間黑斜線範圍或其任何部分，以視察、運作、翻新、改動、維修及保養滅火輪泊位連公眾登岸梯級；

(III) 允許所有公眾人士在所有合理時候為所有合法目的，免費和暢通無阻地步行或乘坐輪椅使用一條位於緊急車輛通道內最少3米闊的公眾行人通道，該公眾行人通道於黃色範圍及黃色間黑斜線範圍的管有權授予買方當日已存在，買方並須確保該公眾行人通道不受按批地文件特別條款第(1)(b)條進行的拆卸及移除工程或本特別條款第(a)(i)或(d)款規定進行的任何工程或其他原因干擾或阻礙；及

(IV) 允許政府、署長及其人員、承辦商、代理人、工人及署長授權的任何人士有權進出、往返及經過黃色範圍及黃色間黑斜線範圍，以視察、檢查、維修及進行任何與批地文件夾附的圖則上顯示並標明為「Pier」並毗鄰黃色範圍的碼頭的相關工程。

(iii) 政府毋須就任何對買方或任何其他人士所造成或蒙受的損失、損害、滋擾或干擾承擔任何責任或法律責任，不論該等損失、損害、滋擾或干擾是否因政府、署長及其人員、承辦商、代理人及工人、水務監督的人員、消防人員及獲正式授權的任何人士或公用事業公司行使本特別條款第(i)(i)或(i)(ii)款的權利或其他原因而引起或附帶引起的。

(j) 倘若黃色範圍及黃色間黑斜線範圍及構成黃色範圍及黃色間黑斜線範圍及其各個組成或相關部分有任何欠妥之處、失修、瑕疵、失靈、故障或任何其他尚未完成的工程（不論是否關乎工藝、物料、設計或其他原因），及黃色範圍及黃色間黑斜線範圍內任何樹木、灌叢或其他植物的所有健康問題，包括欠妥之處、失調及其他可能影響該等樹木、灌叢或其他植物健康的原因或因素（該等健康問題以下簡稱「樹木健康問題」），而於：

(i) 買方交還黃色範圍及黃色間黑斜線範圍或其任何部分的管有權予政府當日存在；及

(ii) 買方交還黃色範圍及黃色間黑斜線範圍或其任何部分的管有權予政府當日後12個曆月內（以下簡稱「保養責任及植物扎根期」）出現或明顯可見，

買方須就此直接或間接所引致或與之有關的一切責任、索償、損失、損害、開支、收費、費用、要求、訴訟及法律程序向政府作出彌償，並使其獲到彌償。

(k) 如署長要求，買方須自費及在署長規定的時限內按其規定的標準及形式，進行所有保養、維修、修訂、重建與補救工程及任何其他必要的工程，以補救及糾正黃色範圍及黃色間黑斜線範圍及其各個組成或相關部分於保養責任及植物扎根期內出現或明顯可見的任何欠妥之處、失修、瑕疵、失靈、故障或任何其他尚未完成的工程。除前述的規定外，買方亦須自費在署長規定的時限內按其規定的標準及形式，修復及糾正黃色範圍及黃色間黑斜線範圍及其各個組成或相關部分在買方交還黃色範圍及黃色間黑斜線範圍或其任何部分的管有權當日可能存在的任何欠妥之處、失修、瑕疵、故障、失靈或任何其他尚未完成的工程。

- (l) 倘若因買方在交還黃色範圍及黃色間黑斜線範圍或其任何部分的管有權予政府當日可能存在的任何樹木健康問題，以致黃色範圍及黃色間黑斜線範圍內的任何樹木、灌叢或其他植物，未能在保養責任及植物扎根期內生長或養殖至署長滿意的程度及狀況，則在署長要求時，買方須自費在署長規定的時限內按其規定的標準及形式，進行補種、園景工程、樹木保養措施或任何其他措施，在一切方面使署長滿意。
  - (m) 署長在保養責任及植物扎根期即將屆滿前，將會安排檢查黃色範圍及黃色間黑斜線範圍及其各個組成或相關部分，以識別任何明顯的欠妥之處、失修、瑕疵、故障、失靈或任何其他尚未完成的工程及任何樹木健康問題。署長保留權利在保養責任及植物扎根期屆滿後 14 天內向買方送達一份或多份欠妥之處列表，列明在黃色範圍及黃色間黑斜線範圍及其各個組成或相關部分內任何明顯的欠妥之處、失修、瑕疵、故障、失靈或任何其他尚未完成的工程及任何樹木健康問題。買方須自費安排在署長規定的期限內按其規定的標準及形式，進行所有必要的工程和措施(包括本特別條款第(l)款指明的補種、園景工程、樹木維護保養措施及任何其他措施)加以補救和糾正。
  - (n) 倘若買方未能進行任何本特別條款第(k)、(l)及(m)款提述的工程，則政府可以進行任何該等工程，而買方須應要求向政府支付所有經署長證明有關政府進行該等工程而產生的支出及費用(署長就此作出的決定為最終決定及對買方有約束力)。
  - (o) 就本特別條款而言，「買方」一詞不包括其受讓人。
2. 行人天橋連接通道、行人天橋連接通道的承托物及連接段、第一行人道、第二行人道及升降機及自動扶手電梯

批地文件特別條款第(10)條規定：

- (a) 買方須於 2024 年 12 月 31 日\*或署長批准的其他日期或之前自費並以在一切方面使署長滿意的程度：
  - (i) 於粉紅色加黑斜線範圍及粉紅色加黑斜線加黑點範圍或其中任何部分的香港主水平基準以上 13 米或署長批准或要求的其他水平建造及提供一條一層高的有蓋行人天橋連接通道(以下簡稱「行人天橋連接通道」)，以連接有蓋行人天橋(定義見批地文件特別條款第(11)(a)(i)條)及第一行人道(定義見本特別條款第(b)款)。行人天橋連接通道須以署長要求或批准的物料及標準、水平、定線、佈局及設計建造，包括但不限於提供及建造署長全權酌情要求或批准的承托物、斜路、相關的樓梯及平台、自動扶手電梯、升降機及內外配件及固定裝置與照明裝置。行人天橋連接通道的闊度須為 5 米、內框淨闊度最少 3 米及內框淨空高度最少 2.6 米，並不得在任何政府土地建造任何永久性支柱或其他承托構築物；及
  - (ii) 於粉紅色加黑斜線範圍及粉紅色加黑斜線加黑點範圍或擬建於該地段上的一幢或多幢建築物內按署長要求或批准的規格、連接點及水平建造及提供行人天橋連接通道的承托物及連接段，以在其上建造行人天橋連接通道，而行人得以通過行人天橋連接通道往返有蓋行人天橋(定義見批地文件特別條款第(11)(a)(i)條)和第一行人道(定義見本特別條款第(b)款)。
- (b) 買方須於 2024 年 12 月 31 日\*或署長批准的其他日期或之前自費並以在一切方面使署長滿意的程度於粉紅色範圍內及香港主水平基準以上 13 米或署長批准或要求的其他水平提供一條行人道，該行人道的內框淨闊度須為最少 3 米，並須以署長要求或批准的位置、方式及標準、水平、定線及設計建造(以下簡稱「第一行人道」)，以最短的路線連接行人天橋連接通道及第二行人道(定義見本特別條款第(c)款)。

- (c) 買方須於 2024 年 12 月 31 日\*或署長批准的其他日期或之前自費並以在一切方面使署長滿意的程度於粉紅色加黑色波紋範圍內提供一條行人道，該行人道的內框淨闊度須為最少 3 米，並須以署長要求或批准的位置、方式及標準、水平、定線及設計建造(以下簡稱「第二行人道」)，以最短的路線經過升降機及自動扶手電梯(定義見本特別條款第(d)款)、該地段的地面水平及在批地文件夾附的圖則上顯示並標明為「Proposed Road L12A」的擬建道路(以下簡稱「擬建道路 L12A」)連接第一行人道。就本第(c)款而言，署長就何謂該地段的地面水平所作之決定為最終決定並對買家有約束力。
- (d) 買方須於 2024 年 12 月 31 日\*或署長批准的其他日期或之前自費並以在一切方面使署長滿意的程度於粉紅色加黑色波紋範圍上已建或擬建的一幢建築物(該建築物乃批地文件特別條款第(9)(a)(vi)條提述的一幢建築物或批地文件特別條款第(9)(a)(vii)條提述的該等建築物部分)內，在批地文件夾附的圖則上顯示並標明為「LIFT AND ESCALATORS」的位置(上述位置僅供參考並可在獲得署長事先書面批准下更改)提供一部升降機及上落方向的自動扶手電梯(以下簡稱「升降機及自動扶手電梯」)，以連接第一行人道、第二行人道及擬建道路 L12A。
- (e) 買方須在批地文件授予的租契年期期間保持第一行人道、第二行人道、行人天橋連接通道及升降機及自動扶手電梯全日 24 小時開放，以供公眾為所有合法目的免費和暢通無阻地步行或乘坐輪椅使用。
- (f) (i) 倘若該地段或其任何部份進行重建而需移除或拆卸第一行人道、第二行人道、行人天橋連接通道及升降機及自動扶手電梯或其中任何部分，買方須在署長指定的期限內按署長全權酌情批准或要求的設計、物料、規格及標準和寬度、淨空高度、水平、高度及位置，自費進行更換以建造及完成新的第一行人道、新的第二行人道、新的行人天橋連接通道及新的升降機及自動扶手電梯或其任何部分，在一切方面使署長滿意。
- (ii) 倘若需要按本特別條款第(f)(i)款建造任何新的第一行人道、新的第二行人道、新的行人天橋連接通道及新的升降機及自動扶手電梯，本特別條款及批地文件特別條款第(6)(b)、(11)、(12)、(14)(a)(iii)、(21)(a)(i)及(41)(e)(vii)條所載的「第一行人道」、「第二行人道」、「行人天橋連接通道」及「升降機及自動扶手電梯」等詞將被視為指上述新的第一行人道、新的第二行人道、新的行人天橋連接通道及新的升降機及自動扶手電梯。

### 3. 有蓋行人天橋及行人天橋連接細節

批地文件特別條款第(11)(a)、(11)(b)、(11)(c)、(11)(e)、(11)(f)、(11)(g)、(11)(h)、(11)(i)、(11)(l)及(11)(m)條規定：

- (a) (i) 買方須於 2024 年 12 月 31 日\*或署長批准的其他日期或之前自費並以在一切方面使署長滿意的程度，於批地文件夾附的圖則上顯示並標明為「PROP. FB」的大約位置及香港主水平基準以上 13 米或署長批准或要求的其他水平，建造及提供一條一層高有蓋行人天橋，連同署長要求或批准的相關承托物和連接段(包括署長全權酌情認為任何日後擴建有蓋行人天橋所需的任何承托物和連接段)(以下簡稱「有蓋行人天橋」)，以連接行人天橋連接通道及擬於批地文件夾附的圖則上顯示並標明為「Proposed Road D3」的擬建道路上由政府建造的高架園景平台(以下分別簡稱「擬建道路 D3」及「高架園景平台」)。有蓋行人天橋須以署長要求或批准的物料及標準、水平、定線、佈局及設計建造，包括但不限於提供及建造署長全權酌情要求或批准的承托物、斜路、相關的樓梯及平台、自動扶手電梯、升降機及內外配件及固定裝置與照明裝置。有蓋行人天橋的闊度須為 5 米、內框淨闊度最少 3 米、內框淨空高度最少 2.6 米及有蓋行人天橋底部的最低點到其下方的公眾道路路面有最小 5.1 米的空間距離，並不得在任何政府土地建造任何永久性支柱或其他承托構築物。
- (ii) 按本特別條款第(a)(i)款規定就興建有蓋行人天橋而需封閉擬建道路 D3 或其任何部分(以下簡稱「交通封路」)前，買方須自費提交或促使他人提交一份有關交通封路的建議書(以下簡稱「交通封路建議書」)予署長作書面審批，該建議書須遵守下列要求：
  - (l) 於任何 3 個曆月的期間內，交通封路不得超過 14 天；及

- (II) 擬建道路 D3 的部分路面封閉的範圍不得達至將會不合理地影響擬建道路 D3 正常交通流量的程度，而封閉的時間亦不得較進行有蓋行人天橋的建築工程所合理地需要的時間為長。
- (iii) 交通封路建議書獲署長批准前，買方不得開展任何交通封路的工程，並須於其後按經署長批准的交通封路建議書進行該等工程，在一切方面使署長滿意。
- (iv) 就本特別條款第 (a)(ii) 款而言，署長對何謂本特別條款第 (a)(ii)(I) 款提述的任何 3 個曆月的期間內不得超過 14 天、何謂本特別條款第 (a)(ii)(II) 款提述對擬建道路 D3 正常交通流量的不合理地影響及封閉的時間不得較進行有蓋行人天橋的建築工程所合理地需要的時間為長所作的決定為最終決定及對買方有約束力。
- (b) 僅就進行本特別條款第 (a) 及 (c) 款指明的工程，買方將於署長向其發出的信函中指定的日期 (該日期不會遲於 2020 年 3 月 31 日) 獲授予署長批准的任何政府土地的管有權，並須遵守署長施加的該等條款及條件。受限於本特別條款第 (a)(ii) 款，買方須於其管有該等政府土地的所有合理時候允許所有政府及行人自由地進出及通過該等政府土地，並須維持交通暢順，在一切方面使運輸署署長滿意。買方須應政府要求將該等政府土地交還政府，在任何情況下，於署長發出信函表示該等條款已獲遵守並使其滿意，該等政府土地將被視為已於發信當日由買方交還政府。
- (c) 買方須於 2024 年 12 月 31 日 \* 或署長批准的其他日期或之前自費並以在一切方面使署長滿意的程度，(i) 將行人天橋連接通道與有蓋行人天橋連接起來；及 (ii) 將有蓋行人天橋與高架園景平台連接起來，該等連接工程須包括移除政府於高架園景平台提供的接駁位的覆蓋層及護牆，並在連接工程完成後將上述接駁位妥善處理及修復，使署長滿意。買方須事先獲署長事先批准自費設計及建造有蓋行人天橋與高架園景平台的連接細節，連接細節包括但不限於軸承及伸縮接縫、有蓋行人天橋與高架園景平台的負載安排及承托細節、有蓋行人天橋的接縫或搭接或兩者及軸承安排 (以下簡稱「行人天橋連接細節」)，並在一切方面使署長滿意。
- (e) 倘若買方未能履行批地文件特別條款第 (10) 條第 (a)、(b)、(c)、(d) 及 (f) 款及本特別條款第 (a)、(c)、(h) 及 (i) 款的責任，政府可進行所需之建造或保養工程，惟費用一概由買方負責，而買方須應要求向政府支付相等於該費用的金額，支付金額由署長決定，其決定為最終決定及對買方有約束力。為執行上述工程，政府、其人員、承辦商、代理人、工人及政府授權的任何人士均享有權於任何合理時間自由及不間斷地進入該地段或其任何部分及已建或擬建於其上的任何一幢或多幢建築物。政府毋須就任何對買方或任何其他人士所造成或蒙受的損失、損害、滋擾或干擾承擔任何責任或法律責任，不論該等損失、損害、滋擾或干擾是否因政府、其人員、承辦商、代理人、工人或政府授權的任何人士行使本特別條款賦予的進入權利或其他原因而引起或附帶引起的，買方亦不得就任何該等損失、損害、滋擾或干擾向政府提出索償。
- (f) (i) 有蓋行人天橋不得供作所有公眾人士以步行或乘坐輪椅方式通行以外的任何用途。
- (ii) 除非署長另行批准或要求，買方不得使用或准許或容許他人使用有蓋行人天橋的任何部分之外部或內部張貼廣告或展示任何招牌、通告或海報。
- (iii) 就任何可能是或可能成為對有蓋行人天橋之下經過的任何人士或車輛或對任何一個或多個毗鄰或鄰近地段或處所的任何業主或佔用人構成滋擾或煩擾或可能造成不便或損害之事情，買方不得於有蓋行人天橋作出或准許或容許他人作出該等事情。
- (iv) 在有蓋行人天橋存在的整個期間，買方須准許所有公眾人士為所有合法目的免繳任何費用全日 24 小時自由地步行或乘坐輪椅通行、再通行、行經、通過及上落有蓋行人天橋。
- (g) 對於買方就建造、改動、管理、維修及保養有蓋行人天橋、行人天橋連接細節、行人天橋連接通道、第一條行人道、第二條行人道及升降機及自動扶手電梯而作出或遺漏的任何事情所直接或間接產生或與之有關的一切責任、索償、損失、損害、開支、收費、費用、要求、訴訟及法律程序，買方須向政府作出彌償並使其獲得彌償。

- (h) 買方須在批地文件授予的租契年期期間自費管理及保養有蓋行人天橋及行人天橋連接細節，使其處於良好及修繕妥當的狀態，在一切方面使署長滿意。

- (i) (i) 倘若該地段或其任何部份進行重建而需移除或拆卸有蓋行人天橋或其任何部分，買方須在署長指定的期限內按署長全權酌情批准或要求的設計、物料、規格及標準和寬度、淨空高度、水平、高度及位置，自費進行更換以建造及完成新的有蓋行人天橋或其任何部分，在一切方面使署長滿意。
- (ii) 倘若需要按本特別條款第 (i)(i) 款建造新的有蓋行人天橋，本特別條款及批地文件特別條款第 (10) (a) 條所載的「有蓋行人天橋」一詞將被視為指上述新的有蓋行人天橋。

- (l) 署長可全權酌情要求行人天橋連接通道及有蓋行人天橋須分別有不少於 10% 的面積及第一行人道不少於 10% 的面積種植樹木、灌叢或其他植物。署長就買方建議的園景工程是否構成本第 (l) 款所指的 10% 的面積所作之決定為最終決定及對買方有約束力。署長可全權酌情接納買方建議的其他非植物裝飾代替種植樹木、灌叢或其他植物。為免存疑，按本第 (l) 款提供的園景工程不構成綠化範圍的一部分。

- (m) 僅就批地文件特別條款第 (10) 條及本特別條款而言，「買方」一詞僅指簽署及訂立批地文件的人士及非工業部分 (定義見批地文件特別條款第 (21)(a)(i) 條) 的受讓人。

#### 4. 公眾通道範圍

批地文件特別條款第 (13)(b) 條規定：

買方須於 2024 年 12 月 31 日 \* 或署長批准的其他日期或之前，按署長要求或批准的方式、位置及標準、水平、定線及設計自費在整個粉紅色加黑圓圈範圍的地面水平鋪設、塑造、建造及提供一條通道 (以下簡稱「公眾通道範圍」)，在一切方面使署長滿意。

批地文件特別條款第 (14)(c) 條規定：

買方須在批地文件授予的租契年期期間保持公眾通道範圍及額外公眾通道範圍全日 24 小時開放，以供公眾為所有合法目的免費和暢通無阻地步行或乘坐輪椅使用。

#### 5. 額外公眾通道範圍

批地文件特別條款第 (14)(b) 及 (14)(c) 條規定：

- (b) 買方須於 2024 年 12 月 31 日 \* 或署長批准的其他日期或之前按署長要求或批准的方式、位置及標準、水平、定線及設計，自費在毗鄰批地文件夾附的圖則上顯示並標明 D 點和 E 點之間邊界的粉紅色加黑斜線範圍之整個該等部分地面水平鋪設、塑造、建造及提供一條通道 (以下簡稱「額外公眾通道範圍」)，在一切方面使署長滿意。

- (c) 買方須在批地文件授予的租契年期期間保持公眾通道範圍及額外公眾通道範圍全日 24 小時開放，以供公眾為所有合法目的免費和暢通無阻地步行或乘坐輪椅使用。

註：

1. 除另有註明外，此部分內使用的所有詞語和詞句具有批地文件所賦予相同的含意。
2. 請參閱批地文件以了解全部詳情。批地文件的文本在售樓處的開放時間內可供免費查閱，並可在支付所需的影印費用後獲取副本。

\* 備註: 按照地政總署九龍東區地政處於 2020 年 11 月 9 日發出的信函：

- (a) 批地文件特別條款第 (2)(a)(i) 及 (2)(g)(iv) 條中提及的日期已更改為 2023 年 6 月 30 日；及
- (b) 批地文件特別條款第 (10)(a)、(10)(b)、(10)(c)、(10)(d)、(11)(a)(i)、(11)(c)、(13)(b) 及 (14)(b) 條中提及的日期已更改為 2025 年 6 月 30 日。

G. 指明住宅物業的每一公契中關於該等設施、休憩用地及土地中的該等部分的條文

備註：除另有註明外，以下的專有詞語具有發展項目之公契及管理協議（下稱「公契」）所賦予相同的含意。

1. 黃色範圍及黃色間黑斜線範圍內的海濱長廊、黃色間黑斜線範圍內的公眾行人通道、行人天橋連接通道的承托物及連接段及行人天橋連接細節

不適用

2. 行人天橋連接通道、第一行人道、第二行人道、升降機及自動扶手電梯、有蓋行人天橋、公眾通道範圍及額外公眾通道範圍

公契第I章：

“在本公契中，除非文意另有指明或容許外，下列字及詞具有下述所給予它們的涵意：

**「額外公眾通道範圍」**指批地文件特別條款第(14)(b)條提述的額外公眾通道範圍。

**「商用樓宇」**指批地文件特別條款第(20)(a)(i)條提述的非工業部分及按經批准單邊契據(定義見批地文件特別條款第(21)(c)(ii)條)分配予非工業部分的不可分割份數。商用樓宇其中包括：

[…]

- (iv) 第一行人道(為免存疑，包括按批地文件特別條款第(11)(l)條美化的區域)、第二行人道、行人天橋連接通道(為免存疑，包括按批地文件特別條款第(11)(l)條美化的區域)及升降機及自動扶手電梯；

- (v) 公眾通道範圍及額外公眾通道範圍；

[…]

**「有蓋行人天橋」**指批地文件特別條款第(11)(a)(i)條提述的有蓋行人天橋。

**「第一行人道」**指批地文件特別條款第(10)(b)條提述的第一行人道。

**「行人天橋連接細節」**指批地文件特別條款第(11)(c)條提述的行人天橋連接細節。

**「行人天橋連接通道」**指批地文件特別條款第(10)(a)(i)條提述的行人天橋連接通道。

**「升降機及自動扶手電梯」**指批地文件特別條款第(10)(d)條提述的升降機及自動扶手電梯。

**「公眾通道範圍」**指批地文件特別條款第(13)(b)條提述的公眾通道範圍。

**「第二行人道」**指批地文件特別條款第(10)(c)條提述的第二行人道。”

公契第IV章C部分第(e)及(f)條：

“C. 商用樓宇

每份不可分割份數和持有、使用、佔用及享用該商用樓宇的專有權受制於以下的地役權、權利及特權：

- (e) 按批地文件特別條款第(10)(e)條的規定，商用樓宇的業主須在批地文件租期期間保持第一行人道、第二行人道、行人天橋連接通道和升降機及自動扶手電梯全日24小時開放，以供公眾為所有合法目的免費和暢通無阻地步行或乘坐輪椅使用。

- (f) 按批地文件特別條款第(14)(c)條的規定，商用樓宇的業主須在批地文件租期期間保持公眾通道範圍及額外公眾通道範圍全日24小時開放，以供公眾為所有合法目的免費和暢通無阻地步行或乘坐輪椅使用。”

公契第V章D部分第9及10條：

“D. 適用於商用樓宇業主的契諾和規定

9. 商用樓宇的業主須保持第一行人道、第二行人道、行人天橋連接通道、升降機及自動扶手電梯、公眾通道範圍及額外公眾通道範圍全日24小時開放，以供公眾為所有合法目的免費和暢通無阻地步行或乘坐輪椅使用。

10. 商用樓宇的業主：

- (a) 不得使用或准許或容許他人使用有蓋行人天橋的任何部分之外部或內部張貼廣告或展示任何招牌、通告或海報，除非署長另行批准或要求；

- (b) 不得作出或准許或容許他人作出任何可能是或可能成為對有蓋行人天橋之下經過的任何人士或車輛或對任何一個或多個毗鄰或鄰近地段或處的任何業主或佔用人構成滋擾或煩擾或可能造成不便或損害之事情；

- (c) 須在有蓋行人天橋存在的整個期間准許所有公眾人士為所有合法目的免繳任何費用全日24小時自由地步行或乘坐輪椅通行、再通行、行經、通過及上落有蓋行人天橋；及

- (d) 須自費管理及保養有蓋行人天橋及行人天橋連接細節，使其處於良好及修繕妥當的狀態，在一切方面使地政總署署長滿意。

### A. Facilities that are required under the land grant to be constructed and provided for the Government, or for public use

#### 1. Description

- (a) A promenade within the Yellow Areas and the Yellow Hatched Black Area and a public pedestrian access within the Yellow Hatched Black Area both as referred to in Special Condition No.(2)(a)(i) of the Land Grant.
- (b) The Footbridge Link, the supports and connections for the Footbridge Link, the First Pedestrian Walkway, the Second Pedestrian Walkway and the Lift and Escalators as respectively referred to in Special Conditions Nos.(10)(a)(i), (10)(a)(ii), (10)(b), (10)(c) and (10)(d) of the Land Grant.
- (c) The Covered Footbridge and the Footbridge Connection Details as respectively referred to in Special Conditions Nos.(11)(a)(i) and (11)(c) of the Land Grant.
- (d) The Public Passage Area as referred to in Special Condition No.(13)(b) of the Land Grant.
- (e) The Additional Public Passage Area as referred to in Special Condition No.(14)(b) of the Land Grant.

#### 2. General Public's Right to Use

- (a) The general public has the right to use the Footbridge Link, the First Pedestrian Walkway, the Second Pedestrian Walkway, the Lift and Escalators, the Covered Footbridge, the Public Passage Area and the Additional Public Passage Area in accordance with the Land Grant.
- (b) Section 16(4) of Part 1 of Schedule 1 to the Residential Properties (First-hand Sales) Ordinance (Cap.621) is not applicable to the promenade within the Yellow Areas and the Yellow Hatched Black Area, the public pedestrian access within the Yellow Hatched Black Area, the supports and connections for the Footbridge Link and the Footbridge Connection Details.

### B. Facilities that are 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

Not applicable

### C. 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

Not applicable

### D. 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

### E. A plan that shows the location of those facilities and open spaces, and those parts of the land

Refer to the plan appended at the end of this section.

### F. Provisions of the land grant that concern those facilities and open spaces, and those parts of the land

#### 1. The promenade within the Yellow Areas and the Yellow Hatched Black Area and the public pedestrian access within the Yellow Hatched Black Area

Special Condition No.(2) of the Land Grant stipulates that:

- (a) (i) The Purchaser shall on or before the 31st day of December, 2022\* or such other date as may be approved by the Director, at the Purchaser's own expense and in all respects to the satisfaction of the Director, lay, form, erect, construct, provide and landscape a promenade within the Yellow Areas (as defined in the Land Grant) and the Yellow Hatched Black Area (as defined in the Land Grant) in a good workmanlike manner, with such materials and to such standards, levels, alignment and design as the Director shall approve and in accordance with the Technical Schedules marked "Technical Schedule for the Yellow Areas and the Yellow Hatched Black Area" and "Technical Schedule for the Building Works" annexed to the Land Grant (hereinafter collectively referred to as "the Technical Schedules"), the plans approved under sub-clause (b) of this Special Condition and the approved Landscape Master Plan (as defined in Special Condition No.(4)(a) of the Land Grant). The Purchaser shall provide a public pedestrian access with a width of 4.5 metres within the Yellow Hatched Black Area as a dedicated pedestrian zone. For the avoidance of doubt, the Yellow Areas do not include any seawall.
- (ii) For the purpose of this Special Condition, the decision of the Director as to whether and when the works referred to in sub-clause (a)(i) of this Special Condition have been completed in accordance with sub-clause (a)(i) of this Special Condition shall be final and binding on the Purchaser.
- (b) (i) The Purchaser shall at his own expense submit or cause to be submitted to the Director for his written approval the plans of the Yellow Areas and the Yellow Hatched Black Area, which shall include details and information as to the level, position, alignment and design of the Yellow Areas and the Yellow Hatched Black Area and such other details and information as the Director may require.
- (ii) No amendment, variation, alteration, modification or substitution to the approved plans of the Yellow Areas and the Yellow Hatched Black Area shall be made by the Purchaser except with the prior written approval of the Director.
- (iii) Any amendment, variation, alteration, modification or substitution by the Purchaser as approved by the Director under sub-clause (b)(ii) of this Special Condition shall be deemed to be incorporated into the approved plans of the Yellow Areas and the Yellow Hatched Black Area and form part thereof.
- (iv) No building works (other than the demolition and removal works referred to in Special Condition No.(1)(b) of the Land Grant, site formation works and ground investigation) shall be commenced on or within the Yellow Areas and the Yellow Hatched Black Area unless and until the plans referred to in sub-clause (b)(i) of this Special Condition shall have been approved by the Director. For the purpose of these Conditions, "building works", "site formation works" and "ground investigation" shall be as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation.
- (c) (i) The Purchaser shall not alter, demolish or damage the existing seawall adjoining the Yellow Areas or carry out any works which may alter, damage or adversely affect the seawall or any part or parts thereof and the decision of the Director as to whether any works will alter, damage or adversely affect the seawall shall be final and binding on the Purchaser.

- (ii) The maximum superimposed load within 10 metres from and behind the copeline of the seawall shall not exceed 10 kilonewtons per square metre.
- (iii) No form of percussive piling shall be used within 15 metres from the copeline of the seawall.
- (d) The Purchaser shall, upon completion of the works referred to in sub-clause (a)(i) of this Special Condition, while he is in possession of the Yellow Areas and the Yellow Hatched Black Area or any part or parts thereof, at his own expense and in all respects to the satisfaction of the Director, uphold, manage, repair and maintain the Yellow Areas and the Yellow Hatched Black Area or any part or parts thereof and everything forming a portion of or pertaining to any of them in good and substantial repair and condition until such time as possession of the whole of the Yellow Areas and the Yellow Hatched Black Area has been re-delivered to the Government in accordance with sub-clause (g)(iv) of this Special Condition.
- (e) In the event of non-fulfilment of the Purchaser's obligations under Special Condition No.(1)(b) of the Land Grant and sub-clauses (a)(i) or (d) of this Special Condition, the Government may carry out the necessary works at the cost of the Purchaser who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding on the Purchaser.
- (f) The Government shall have no responsibility or liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser or any other person whether arising out of or incidental to the fulfilment of the Purchaser's obligations under Special Condition No.(1)(b) of the Land Grant and sub-clauses (a)(i) or (d) of this Special Condition or the exercise of the rights by the Government under sub-clause (e) of this Special Condition or otherwise, and no claim whatsoever shall be made against the Government by the Purchaser in respect of any such loss, damage, nuisance or disturbance.
- (g) (i) For the purpose only of carrying out the demolition and removal works referred to in Special Condition No.(1)(b) of the Land Grant and the works specified in sub-clauses (a)(i) and (d) of this Special Condition, the Purchaser shall be granted possession of the Yellow Areas and the Yellow Hatched Black Area on a date to be specified in a letter from the Director to the Purchaser, such date to be not later than the 31st day of March, 2020.
- (ii) The Government shall have no responsibility or liability in respect of any loss or damage whatsoever caused to or suffered by the Purchaser or any other person whether arising out of or incidental to the deferred possession of the Yellow Areas and the Yellow Hatched Black Area or otherwise, and no claim whatsoever shall be made against the Government by the Purchaser in respect of any such loss or damage.
- (iii) The Purchaser shall accept the Yellow Areas and the Yellow Hatched Black Area in such state and condition and with such trees, structures and foundations as existing on the date on which possession of the Yellow Areas and the Yellow Hatched Black Area is given to the Purchaser, and hereby agrees not to make any claims whatsoever against the Government in respect thereof.
- (iv) The Yellow Areas and the Yellow Hatched Black Area or any part or parts thereof as the Director may at his sole discretion specify or require shall be re-delivered by the Purchaser to the Government on demand on or before the 31st day of December, 2022\* or such other date as may be approved by the Director and in any event shall be deemed to have been re-delivered to the Government by the Purchaser on the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction.
- (h) The Purchaser shall not without the prior written consent of the Director use the Yellow Areas and the Yellow Hatched Black Area or any part or parts thereof for the purpose of storage or parking of vehicles or for the erection of any temporary structure or for any purposes other than the carrying out of the demolition and removal works referred to in Special Condition No.(1)(b) of the Land Grant, the works specified in sub-clauses (a)(i) and (d) of this Special Condition and the purposes specified in sub-clause (i)(ii) of this Special Condition.
- (i) (i) The Purchaser shall at all reasonable times while he is in possession of the Yellow Areas and the Yellow Hatched Black Area or any part or parts thereof:
  - (I) permit the Government, the Director and his officers, contractors, agents, workmen and any persons authorized by the Director, the right of ingress, egress and regress to, from and through the lot, the Yellow Areas and the Yellow Hatched Black Area or any part or parts thereof for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition No.(1)(b) of the Land Grant, sub-clauses (a)(i) and (d) of this Special Condition and the carrying out, inspecting, checking and supervising of the works under sub-clause (e) of this Special Condition and any other works which the Director may consider necessary in the Yellow Areas and the Yellow Hatched Black Area or any part or parts thereof;
  - (II) permit the Government, the Director and his officers, contractors, agents, workmen and any persons authorized by the Director, and the relevant public utility companies authorized by the Government the right of ingress, egress and regress to, from and through the lot, the Yellow Areas and the Yellow Hatched Black Area or any part or parts thereof as the Government, the Director or the relevant public utility companies may require for the purpose of any works to be carried out in, upon or under the Yellow Areas and the Yellow Hatched Black Area or any part or parts thereof or any adjoining land including but not limited to the laying and subsequent maintenance of all pipes, wire, conduits, cableducts and other conducting media and ancillary equipment necessary for the provision of telephone, electricity, gas (if any) and other services intended to serve the lot or any adjoining or neighbouring land or premises and the carrying out of works in connection with the underground pipework of the Kai Tak District Cooling System below the Yellow Areas and the Yellow Hatched Black Area, and the Purchaser shall co-operate fully with the Government, the Director and his officers, contractors, agents, workmen and any persons authorized by the Director, and also with the relevant public utility companies duly authorized by the Government on all matters relating to any of the aforesaid works to be carried out within the Yellow Areas and the Yellow Hatched Black Area or any part or parts thereof; and
  - (III) permit the officers of the Water Authority and such other persons as may be authorized by them the right of ingress, egress and regress to, from and through the lot, the Yellow Areas and the Yellow Hatched Black Area or any part or parts thereof as the officers of the Water Authority or such authorized persons may require for the purpose of carrying out any works in relation to the operation, maintenance, repairing, replacement and alteration of any other waterworks installations within the Yellow Areas and the Yellow Hatched Black Area or any part or parts thereof.
- (ii) Without prejudice to the generality of sub-clause (a)(i) of this Special Condition, the Purchaser shall while he is in possession of the Yellow Areas and the Yellow Hatched Black Area or any part or parts thereof:
  - (I) at all times at the Purchaser's own expense and in all respects to the satisfaction of the Director of Fire Services:

- (A) manage and maintain the emergency vehicular access as existing on the date on which possession of the Yellow Areas and the Yellow Hatched Black Area is given within the area enclosed by a purple peck line shown for identification purpose on the plan annexed to the Land Grant (hereinafter referred to as “the EVA”), provide adequate lighting and keep the EVA free from obstruction for the passage of fire services appliances and fire services personnel to and from the fireboat berth cum public landing steps shown and marked “Fireboat berth cum public landing steps” on the plan annexed to the Land Grant (hereinafter referred to as “the Fireboat Berth cum Public Landing Steps”) and the adjoining hard paved area to be designated by the Director of Fire Services as a rescue area on the Government land adjoining the Yellow Areas and the Yellow Hatched Black Area; and
- (B) permit the fire services appliances and fire services personnel free and uninterrupted use of the EVA for the purpose of gaining access to and from the Fireboat Berth cum Public Landing Steps and the hard paved area referred to in sub-clause (i)(ii)(I)(A) of this Special Condition;
- (II) permit the Government, the Director and his officers, contractors, agents, workmen and any persons authorized by the Director at all times with or without notice to enter upon the Yellow Areas and the Yellow Hatched Black Area or any part or parts thereof for the purposes of inspecting, operating, renewing, modifying, repairing and maintaining the Fireboat Berth cum Public Landing Steps;
- (III) permit all members of the public to use the public pedestrian access with a minimum width of 3 metres within the EVA as existing on the date on which possession of the Yellow Areas and the Yellow Hatched Black Area is given to the Purchaser at all reasonable times on foot or by wheelchair for all lawful purposes free of charge without any interruption and ensure that such public pedestrian access shall not be interfered with or obstructed by the carrying out of the demolition or removal works referred to in Special Condition No.(1)(b) of the Land Grant or the works under sub-clauses (a)(i) or (d) of this Special Condition or otherwise; and
- (IV) permit the Government, the Director and his officers, contractors, agents, workmen and any persons authorized by the Director, the right of ingress, egress and regress to, from and through the Yellow Areas and the Yellow Hatched Black Area for the purpose of inspecting, checking, repairing and carrying out any works in relation to the pier adjacent to the Yellow Areas shown and marked “Pier” on the plan annexed to the Land Grant.
- (iii) The Government shall have no responsibility or liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser or any other person whether arising out of or incidental to the exercise of the rights by the Government, the Director and his officers, contractors, agents and workmen, the officers of the Water Authority, fire services personnel and any persons or public utility companies duly authorized under sub-clauses (i)(i) or (i)(ii) of this Special Condition or otherwise.
- (j) The Purchaser shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works (whether in respect of workmanship, material, design or otherwise) on the Yellow Areas and the Yellow Hatched Black Area and everything forming a portion thereof or pertaining thereto and all health problems of any trees, shrubs or other plants within the Yellow Areas and the Yellow Hatched Black Area including defects, disorders and such other factors or causes which may affect the health of such trees, shrubs or other plants (which health problems are hereinafter referred to as “Trees’ Health Problems”):
  - (i) which may exist at the date(s) of re-delivery of possession by the Purchaser of the Yellow Areas and the Yellow Hatched Black Area or any part or parts thereof; and
  - (ii) which shall occur or become apparent within a period of 12 calendar months after the date(s) of re-delivery of possession by the Purchaser of the Yellow Areas and the Yellow Hatched Black Area or any part or parts thereof (hereinafter referred to as “the Defects Liability and Plant Establishment Period”).
- (k) Whenever required by the Director, the Purchaser shall at the Purchaser’s own expense and within such time and to such standard and in such manner as may be specified by the Director, carry out all works of maintenance, repair, amendment, reconstruction and rectification and any other works as may be necessary to remedy and rectify any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works on the Yellow Areas and the Yellow Hatched Black Area and everything forming a portion thereof or pertaining thereto which shall occur or become apparent within the Defects Liability and Plant Establishment Period. In addition to the foregoing, the Purchaser shall at his own expense and within such time and to such standard and in such manner as may be specified by the Director, make good and rectify any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works on the Yellow Areas and the Yellow Hatched Black Area and everything forming a portion thereof or pertaining thereto which may exist at the date(s) of re-delivery of possession by the Purchaser of the Yellow Areas and the Yellow Hatched Black Area or any part or parts thereof.
- (l) In the event that due to any Trees’ Health Problems which may exist at the date(s) of re-delivery of possession by the Purchaser of the Yellow Areas and the Yellow Hatched Black Area or any part or parts thereof, any trees, shrubs or other plants within the Yellow Areas and the Yellow Hatched Black Area have not grown or developed within the Defects Liability and Plant Establishment Period to a state and condition to the satisfaction of the Director, the Purchaser shall, if so required by the Director, at the Purchaser’s own expense and within such time and to such standard and in such manner as may be specified by the Director, carry out replanting, landscaping works, tree maintenance measures or any other measures in all respects to the satisfaction of the Director.
- (m) The Director will, shortly before the expiry of the Defects Liability and Plant Establishment Period, cause an inspection to be carried out in respect of the Yellow Areas and the Yellow Hatched Black Area and everything forming a portion thereof or pertaining thereto for the purpose of identifying any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works and any Trees’ Health Problems which may be evident. The Director reserves the right to serve upon the Purchaser within 14 days after the expiry of the Defects Liability and Plant Establishment Period, a Schedule or Schedules of Defects specifying any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works and any Trees’ Health Problems which may be evident within the Yellow Areas and the Yellow Hatched Black Area and everything forming a portion thereof or pertaining thereto and the Purchaser shall at his own expense cause all necessary works and measures to be carried out (including replanting, landscaping works, tree maintenance measures and any other measures specified in sub-clause (l) of this Special Condition) so as to remedy and rectify the same within such time and to such standard and in such manner as may be specified by the Director.
- (n) If the Purchaser shall fail to carry out any of the works referred to in sub-clauses (k), (l) and (m) of this Special Condition, then any such works may be carried out by the Government and all costs and charges incurred in connection therewith by the Government as certified by the Director (whose decision shall be final and binding on the Purchaser) shall on demand be paid by the Purchaser.
- (o) For the purpose of this Special Condition only, the expression “Purchaser” shall exclude his assigns.

2. The Footbridge Link, the supports and connections for the Footbridge Link, the First Pedestrian Walkway, the Second Pedestrian Walkway and the Lift and Escalators

Special Condition No.(10) of the Land Grant stipulates that:

- (a) The Purchaser shall on or before the 31st day of December, 2024\* or such other date as may be approved by the Director at the Purchaser's own expense and in all respects to the satisfaction of the Director construct and provide:
  - (i) one single storey covered footbridge link at 13 metres above the Hong Kong Principal Datum or such other level as may be approved or required by the Director above the Pink Hatched Black Areas and the Pink Hatched Black Stippled Black Area or any part of any of them (hereinafter referred to as "the Footbridge Link") so as to link up the Covered Footbridge (as defined in Special Condition No.(11)(a)(i) of the Land Grant) and the First Pedestrian Walkway (as defined in sub-clause (b) of this Special Condition). The Footbridge Link shall be constructed with such materials and to such standards, levels, alignment, disposition and designs as shall be required or approved by the Director including but not limited to the provision and construction of such supports, ramps, associated staircases and landings, escalators, lifts and such internal and external fittings and fixtures and such lighting fittings as the Director in his sole discretion shall require or approve and shall have a total width of 5 metres, a minimum clear internal width of 3 metres and a minimum clear internal headroom of 2.6 metres. No permanent column or other supporting structure shall be constructed on any Government land; and
  - (ii) within the Pink Hatched Black Areas and the Pink Hatched Black Stippled Black Area or in the building or buildings to be erected on the lot supports and connections to such specifications and at such points and at such levels as shall be required or approved by the Director for the Footbridge Link so that the construction of the Footbridge Link can be carried out thereon and that pedestrian access can be gained over the Footbridge Link to and from the Covered Footbridge (as defined in Special Condition No.(11)(a)(i) of the Land Grant) and the First Pedestrian Walkway (as defined in sub-clause (b) of this Special Condition).
- (b) The Purchaser shall on or before the 31st day of December, 2024\* or such other date as may be approved by the Director at the Purchaser's own expense and in all respects to the satisfaction of the Director provide within the Pink Area a pedestrian walkway at 13 metres above the Hong Kong Principal Datum or such other level as may be approved or required by the Director with a minimum clear internal width of 3 metres at such positions, in such manner and to such standards, levels, alignments and designs as the Director shall require or approve so as to link up the Footbridge Link and the Second Pedestrian Walkway (as defined in sub-clause (c) of this Special Condition) in the shortest possible route (hereinafter referred to as "the First Pedestrian Walkway").
- (c) The Purchaser shall on or before the 31st day of December, 2024\* or such other date as may be approved by the Director at the Purchaser's own expense and in all respects to the satisfaction of the Director provide within the Pink Rippled Black Area a pedestrian walkway with a minimum clear internal width of 3 metres at such positions, in such manner and to such standards, levels, alignments and designs as the Director shall require or approve so as to link up the First Pedestrian Walkway via the Lift and Escalators (as defined in sub-clause (d) of this Special Condition), the ground level of the lot and the proposed road shown and marked "Proposed Road L12A" on the plan annexed to the Land Grant (hereinafter referred to as "the Proposed Road L12A") in the shortest possible route (hereinafter referred to as "the Second Pedestrian Walkway"). For the purpose of this sub-clause (c), the decision of the Director as to what constitutes the ground level of the lot shall be final and binding on the Purchaser.

- (d) The Purchaser shall on or before the 31st day of December, 2024\* or such other date as may be approved by the Director at the Purchaser's own expense and in all respects to the satisfaction of the Director provide a lift and escalators (in up and down directions) in the location shown and marked "LIFT AND ESCALATORS" on the plan annexed to the Land Grant (which location is indicative only and may be varied subject to the prior written approval of the Director) within a building erected or to be erected on the Pink Rippled Black Area, such building being a building referred to in Special Condition No.(9)(a)(vi) of the Land Grant or such part of building referred to in Special Condition No.(9)(a)(vii) of the Land Grant, so as to link up the First Pedestrian Walkway, the Second Pedestrian Walkway and the Proposed Road L12A (hereinafter referred to as "the Lift and Escalators").
- (e) The Purchaser shall throughout the term agreed to be granted by the Land Grant keep the First Pedestrian Walkway, the Second Pedestrian Walkway, the Footbridge Link and the Lift and Escalators open for use by the public 24 hours a day on foot or by wheelchair for all lawful purposes free of charge without any interruption.
- (f) (i) In the event of any redevelopment of the lot or any part thereof whereby the First Pedestrian Walkway, the Second Pedestrian Walkway, the Footbridge Link and the Lift and Escalators or any part or parts thereof are required to be removed or demolished, the Purchaser shall if required by the Director, within such time limit as shall be laid down by the Director, at the Purchaser's own expense and in all respects to the satisfaction of the Director, replace the same by the construction and completion of such new first pedestrian walkway, new second pedestrian walkway, new footbridge link and new lift and escalators or a part or parts thereof with such designs, materials, specifications and standards and at such widths, headrooms, levels, heights and positions as the Director may in his sole discretion approve or require.
- (ii) In the event that any new first pedestrian walkway, new second pedestrian walkway, new footbridge link and new lift and escalators are required to be constructed under sub-clause (f)(i) of this Special Condition, all references to "the First Pedestrian Walkway", "the Second Pedestrian Walkway", "the Footbridge Link" and "the Lift and Escalators" in this Special Condition and Special Conditions Nos.(6)(b), (11), (12), (14)(a)(iii), (21)(a)(i) and (41)(e)(vii) of the Land Grant shall be deemed to refer to the said new first pedestrian walkway, new second pedestrian walkway, new footbridge link and new lift and escalators.

3. The Covered Footbridge and the Footbridge Connection Details

Special Conditions Nos.(11)(a), (11)(b), (11)(c), (11)(e), (11)(f), (11)(g), (11)(h), (11)(i), (11)(l) and (11)(m) of the Land Grant stipulate that:

- (a) (i) The Purchaser shall on or before the 31st day of December 2024\* or such other date as may be approved by the Director at the Purchaser's own expense and in all respects to the satisfaction of the Director construct and provide one single storey covered footbridge together with such supports and connections (including any supports and connections which the Director in his absolute discretion considers necessary for any future extension to the covered footbridge) as shall be required or approved by the Director at 13 metres above the Hong Kong Principal Datum or such other level as may be approved or required by the Director in the approximate position shown and marked "PROP. FB" on the plan annexed to the Land Grant (hereinafter referred to as "the Covered Footbridge"), so as to link up the Footbridge Link and the elevated landscaped deck to be constructed by the Government above the proposed road shown and marked "Proposed Road D3" on the plan annexed to the Land Grant (hereinafter referred to as "the Elevated Landscaped Deck" and "the Proposed Road D3" respectively). The Covered Footbridge shall be constructed with such materials and to such standards, levels, alignment, disposition and designs as shall be required or approved by the Director including but not limited to the provision and construction of such supports, ramps, associated staircases and landings, escalators, lifts and such internal and external fittings and fixtures and such lighting

fittings as the Director in his sole discretion shall require or approve and shall have a total width of 5 metres, a minimum clear internal width of 3 metres, a minimum clear internal headroom of 2.6 metres and a minimum clearance of 5.1 metres measured from the lowest point of the underside of the Covered Footbridge to the surface of the public road thereunder. No permanent column or other supporting structure shall be constructed on any Government land.

- (ii) Prior to closure of the Proposed Road D3 or any part or parts thereof for the construction of the Covered Footbridge pursuant to sub-clause (a)(i) of this Special Condition (hereinafter referred to as "the Road Closure"), the Purchaser shall, at his own expense, submit or cause to be submitted to the Director for his approval in writing a proposal in relation to the Road Closure (hereinafter referred to as "the Road Closure Proposal"), which proposal shall comply with the following requirements:
    - (I) the Road Closure shall be for a period not exceeding 14 days in any period of 3 calendar months; and
    - (II) closure of part of the width of the Proposed Road D3 shall not be to such extent as will interfere unreasonably with the normal flow of traffic on the Proposed Road D3 and for no longer than is reasonably necessary to execute the construction works of the Covered Footbridge.
  - (iii) The Purchaser shall not commence any works for the Road Closure unless and until the Road Closure Proposal shall have been approved by the Director and thereafter shall carry out such works in accordance with the approved Road Closure Proposal in all respects to the satisfaction of the Director.
  - (iv) For the purposes of sub-clause (a)(ii) of this Special Condition, the decision of the Director as to what constitutes a period not exceeding 14 days in any period of 3 calendar months referred to in sub-clause (a)(ii)(I) of this Special Condition, what constitutes unreasonable interference with the normal flow of traffic on the Proposed Road D3 and what amounts to longer than is reasonably necessary to execute the construction works of the Covered Footbridge referred to in sub-clause (a)(ii)(II) of this Special Condition shall be final and binding on the Purchaser.
- (b) For the purpose only of carrying out the works specified in sub-clauses (a) and (c) of this Special Condition, the Purchaser shall be granted possession of any Government land as the Director may approve on a date to be specified in a letter from the Director to the Purchaser, such date to be not later than the 31st day of March, 2020 and subject to such terms and conditions as may be imposed by the Director. Subject to sub-clause (a)(ii) of this Special Condition, the Purchaser shall at all reasonable times while he is in possession of the Government land allow free access thereto and therefrom for all Government and public pedestrian traffic and maintain smooth traffic flow in all respects to the satisfaction of the Commissioner for Transport. The Government land shall be re-delivered by the Purchaser to the Government on demand and in any event shall be deemed to have been re-delivered to the Government by the Purchaser on the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction.
- (c) The Purchaser shall on or before the 31st day of December, 2024\* or such other date as may be approved by the Director, at the Purchaser's own expense and in all respects to the satisfaction of the Director (i) connect the Footbridge Link with the Covered Footbridge; and (ii) connect the Covered Footbridge with the Elevated Landscaped Deck. Such connection works shall include the removal of claddings and parapets at the receiving point provided by the Government at the Elevated Landscaped Deck, making good and reinstating to the satisfaction of the Director the said receiving point upon completion of the connection works. The connection details between the Covered Footbridge and the Elevated Landscaped Deck including but not limited to bearings and movement joint, the loading arrangement and support details of the Covered Footbridge onto the Elevated Landscaped Deck, joint or stitching or both and bearing arrangement of the Covered Footbridge (hereinafter collectively referred to as "the Footbridge Connection Details") shall be designed and constructed by the Purchaser at his own expense with the prior approval of the Director and in all respects to the satisfaction of the Director.
- (e) In the event of non-fulfilment of the Purchaser's obligations under sub-clauses (a), (b), (c), (d) and (f) of Special Condition No.(10) of the Land Grant and sub-clauses (a), (c), (h) and (i) of this Special Condition, the Government may carry out the necessary construction or maintenance works at the cost of the Purchaser who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding on the Purchaser. For the purpose of carrying out the works aforesaid, the Government, its officers, contractors, agents, workmen and any person authorized by the Government shall have free and uninterrupted right at all reasonable times to enter into the lot or any part thereof and any building or buildings erected or to be erected thereon. The Government shall have no responsibility or liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser or any other person whether arising out of or incidental to the exercise by the Government, its officers, contractors, agents, workmen or any person authorized by the Government of the right of entry conferred under this sub-clause (e) or otherwise, and no claim whatsoever shall be made against the Government by the Purchaser in respect of any such loss, damage, nuisance or disturbance.
- (f) (i) The Covered Footbridge shall not be used for any purpose other than for the passage of all members of the public on foot or by wheelchair.
- (ii) The Purchaser shall not use or permit or suffer to be used any part of the Covered Footbridge either externally or internally for advertising or for the display of any signs, notices or posters whatsoever unless otherwise approved or required by the Director.
- (iii) The Purchaser shall not do or permit or suffer to be done in the Covered Footbridge anything that may be or become a nuisance or annoyance or that may cause inconvenience or damage to any person or vehicle passing under the Covered Footbridge or to any owner or occupier of any adjacent or neighbouring lot or lots or premises.
- (iv) The Purchaser shall throughout the period during which the Covered Footbridge is in existence permit all members of the public for all lawful purposes freely and without payment of any nature whatsoever to pass and repass 24 hours a day on foot or by wheelchair along, to, from, through, over, up and down the Covered Footbridge.
- (g) The Purchaser shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with anything done or omitted to be done by the Purchaser in relation to the construction, alteration, management, repair and maintenance of the Covered Footbridge, the Footbridge Connection Details, the Footbridge Link, the First Pedestrian Walkway, the Second Pedestrian Walkway and the Lift and Escalators.

- (h) Throughout the term agreed to be granted by the Land Grant, the Purchaser shall at his own expense manage and maintain the Covered Footbridge and the Footbridge Connection Details in good and substantial repair and condition in all respects to the satisfaction of the Director.
- (i) (i) In the event of any redevelopment of the lot or any part thereof whereby the Covered Footbridge or any part thereof are required to be removed or demolished, the Purchaser shall if required by the Director, within such time limit as shall be laid down by the Director, at the Purchaser's own expense and in all respects to the satisfaction of the Director, replace the same by the construction and completion of such new covered footbridge or a part or parts thereof with such design, materials, specifications and standards and at such widths, headrooms, levels, heights and positions as the Director shall approve or require.
- (ii) In the event that the new covered footbridge is required to be constructed under sub-clause (i)(i) of this Special Condition, all references to "the Covered Footbridge" in this Special Condition and Special Condition No.(10)(a) of the Land Grant shall be deemed to refer to the said new covered footbridge.
- (l) Not less than 10% of the area of the Footbridge Link and the Covered Footbridge respectively, and not less than 10% of the area of the First Pedestrian Walkway as the Director may at his sole discretion require, shall be planted with trees, shrubs or other plants. The decision of the Director as to which landscaping works proposed by the Purchaser constitute the 10% referred to in this sub-clause (l) shall be final and binding on the Purchaser. The Director at his sole discretion may accept other non-planting features proposed by the Purchaser as an alternative to planting trees, shrubs or other plant. For the avoidance of doubt, the landscaping works provided under this sub-clause (l) shall not form part of the Greenery Area.
- (m) For the purpose of Special Condition No.(10) of the Land Grant and this Special Condition only, the expression "Purchaser" shall only mean the person entering into and executing this Agreement and his assigns of the Non-industrial Portion (as defined in Special Condition No.(21)(a)(i) of the Land Grant).

#### 4. The Public Passage Area

Special Condition No.(13)(b) of the Land Grant stipulates that:

The Purchaser shall on or before the 31st day of December, 2024\* or such other date as may be approved by the Director at the Purchaser's own expense and in all respects to the satisfaction of the Director lay, form, construct and provide at the ground level of the whole of the Pink Circled Black Area a passage (hereinafter referred to as "the Public Passage Area") in such manner, at such positions and to such standards, levels, alignments and design as the Director shall require or approve.

Special Condition No.(14)(c) of the Land Grant stipulates that:

The Purchaser shall throughout the term agreed to be granted by the Land Grant keep the Public Passage Area and the Additional Public Passage Area open for use by the public 24 hours a day on foot or by wheelchair for all lawful purposes free of charge without any interruption.

#### 5. The Additional Public Passage Area

Special Conditions Nos.(14)(b) and (14)(c) of the Land Grant stipulate that:

- (b) The Purchaser shall on or before the 31st day of December, 2024\* or such other date as may be approved by the Director at the Purchaser's own expense and in all respects to the satisfaction of the Director lay, form, construct and provide at the ground level of the whole of that part of the Pink Hatched Black Areas adjacent to the boundary line between the points D and E shown and marked on the plan annexed to the Land Grant a passage (hereinafter referred to as "the Additional Public Passage Area") in such manner, at such positions and to such standards, levels, alignments and design as the Director shall require or approve.
- (c) The Purchaser shall throughout the term agreed to be granted by the Land Grant keep the Public Passage Area and the Additional Public Passage Area open for use by the public 24 hours a day on foot or by wheelchair for all lawful purposes free of charge without any interruption.

Remarks:

- Unless otherwise specified, all terms and expressions used in this section shall have the same meanings as ascribed to them in the Land Grant.
- For full details, please refer to the Land Grant. Full script of the Land Grant is available for free inspection upon request at the sales office during opening hours and copies of the Land Grant can be obtained upon paying necessary photocopying charges.

\*Note: Pursuant to the letter from the District Lands Office/Kowloon East of the Lands Department dated 9th November 2020:-

- the date in Special Condition No.(2)(a)(i) and (2)(g)(iv) of the Land Grant has been amended to the 30th day of June 2023; and
- the dates in Special Conditions Nos.(10)(a), (10)(b), (10)(c), (10)(d), (11)(a)(i), (11)(c), (13)(b) and (14)(b) of the Land Grant have been amended to the 30th day of June 2025.

### G. **Provisions of every deed of mutual covenant in respect of the specified residential property that concern those facilities and open spaces, and those parts of the land**

Note: Unless otherwise provided, capitalized terms below shall have the same meaning given to them under the Deed of Mutual Covenant incorporating Management Agreement in respect of the Development ("the Deed").

- The promenade within the Yellow Areas and the Yellow Hatched Black Area, the public pedestrian access within the Yellow Hatched Black Area, the supports and connections for the Footbridge Link and the Footbridge Connection Details

Not applicable

- The Footbridge Link, the First Pedestrian Walkway, the Second Pedestrian Walkway, the Lift and Escalators, the Covered Footbridge, the Public Passage Area and the Additional Public Passage Area

Section I of the Deed:

"In this Deed, the following words and expressions shall have the following meanings ascribed to them except where the context otherwise requires or permits:

**"Additional Public Passage Area"** means the Additional Public Passage Area as referred to in Special Condition No.(14)(b) of the Government Grant.

**“Commercial Accommodation”** means the Non-industrial Portion as referred to in Special Condition No.(21)(a)(i) of the Government Grant and to which Undivided Shares have been allocated under the Approved Deed Poll as defined in Special Condition No.(21)(c)(ii) of the Government Grant. The Commercial Accommodation includes, among others:

[...]

(iv) the First Pedestrian Walkway (which, for the avoidance of doubt, includes the area(s) thereof landscaped in accordance with Special Condition No.(11)(l) of the Government Grant), the Second Pedestrian Walkway, the Footbridge Link (which, for the avoidance of doubt, includes the area(s) thereof landscaped in accordance with Special Condition No.(11)(l) of the Government Grant) and the Lift and Escalators;

(v) the Public Passage Area and the Additional Public Passage Area;

[...]

**“Covered Footbridge”** means the Covered Footbridge as referred to in Special Condition No.(11)(a)(i) of the Government Grant.

**“First Pedestrian Walkway”** means the First Pedestrian Walkway as referred to in Special Condition No.(10)(b) of the Government Grant.

**“Footbridge Connection Details”** means the Footbridge Connection Details as referred to in Special Condition No.(11)(c) of the Government Grant.

**“Footbridge Link”** means the Footbridge Link as referred to in Special Condition No.(10)(a)(i) of the Government Grant.

**“Lift and Escalators”** means the Lift and Escalators as referred to in Special Condition No.(10)(d) of the Government Grant.

**“Public Passage Area”** means the Public Passage Area as referred to in Special Condition No.(13)(b) of the Government Grant.

**“Second Pedestrian Walkway”** means the Second Pedestrian Walkway as referred to in Special Condition No.(10)(c) of the Government Grant.”

Clauses (e) and (f) of Subsection C of Section IV of the Deed:

“C. Commercial Accommodation

The following are the easements rights and privileges subject to which each Undivided Share and the exclusive right to hold use occupy and enjoy the Commercial Accommodation is held:

(e) Pursuant to Special Condition No.(10)(e) of the Government Grant, the Owner of the Commercial Accommodation shall throughout the term of the Government Grant keep the First Pedestrian Walkway, the Second Pedestrian Walkway, the Footbridge Link and the Lift and Escalators open for use by the public 24 hours a day on foot or by wheelchair for all lawful purposes free of charge without any interruption.

(f) Pursuant to Special Condition No.(14)(c) of the Government Grant, the Owner of the Commercial Accommodation shall throughout the term of the Government Grant keep the Public Passage Area and the Additional Public Passage Area open for use by the public 24 hours a day on foot or by wheelchair for all lawful purposes free of charge without any interruption.”

Clauses 9 and 10 of Subsection D of Section V of the Deed:

“D. Covenants and provisions applicable to Owner of the Commercial Accommodation

9. The Owner of the Commercial Accommodation shall keep the First Pedestrian Walkway, the Second Pedestrian Walkway, the Footbridge Link, the Lift and Escalators, the Public Passage Area and the Additional Public Passage Area open for use by the public 24 hours a day on foot or by wheelchair for all lawful purposes free of charge without any interruption.

10. The Owner of the Commercial Accommodation shall:

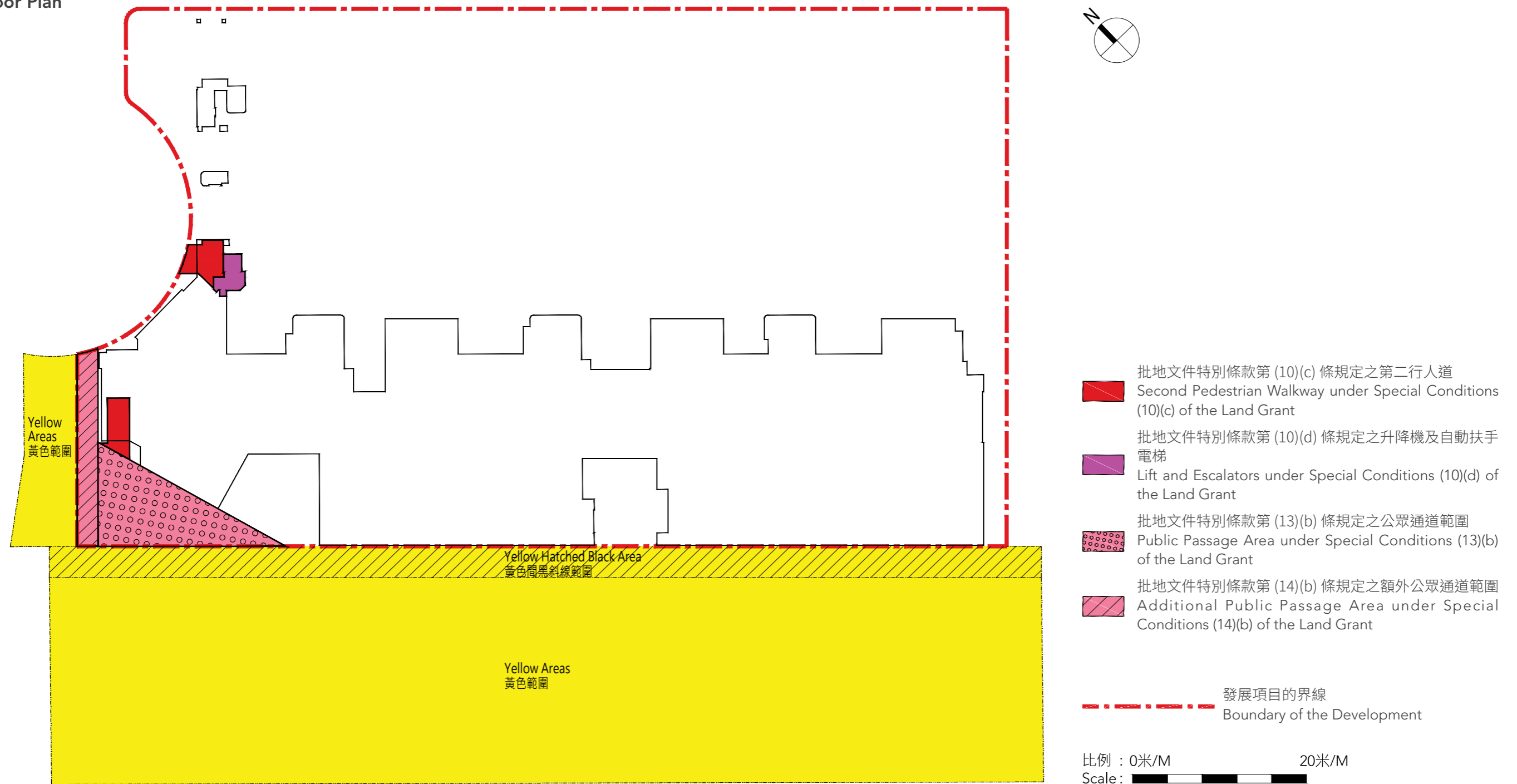
(a) not use or permit or suffer to be used any part of the Covered Footbridge either externally or internally for advertising or for the display of any signs, notices or posters whatsoever unless otherwise approved or required by the Director of Lands;

(b) not do or permit or suffer to be done in the Covered Footbridge anything that may be or become a nuisance or annoyance or that may cause inconvenience or damage to any person or vehicle passing under the Covered Footbridge or to any owner or occupier of any adjacent or neighbouring lot or lots or premises;

(c) throughout the period during which the Covered Footbridge is in existence permit all members of the public for all lawful purposes freely and without payment of any nature whatsoever to pass and repass 24 hours a day on foot or by wheelchair along, to, from, through, over, up and down the Covered Footbridge; and

(d) at his own expense manage and maintain the Covered Footbridge and the Footbridge Connection Details in good and substantial repair and condition in all respects to the satisfaction of the Director of Lands.”

地下平面圖  
G/F Floor Plan



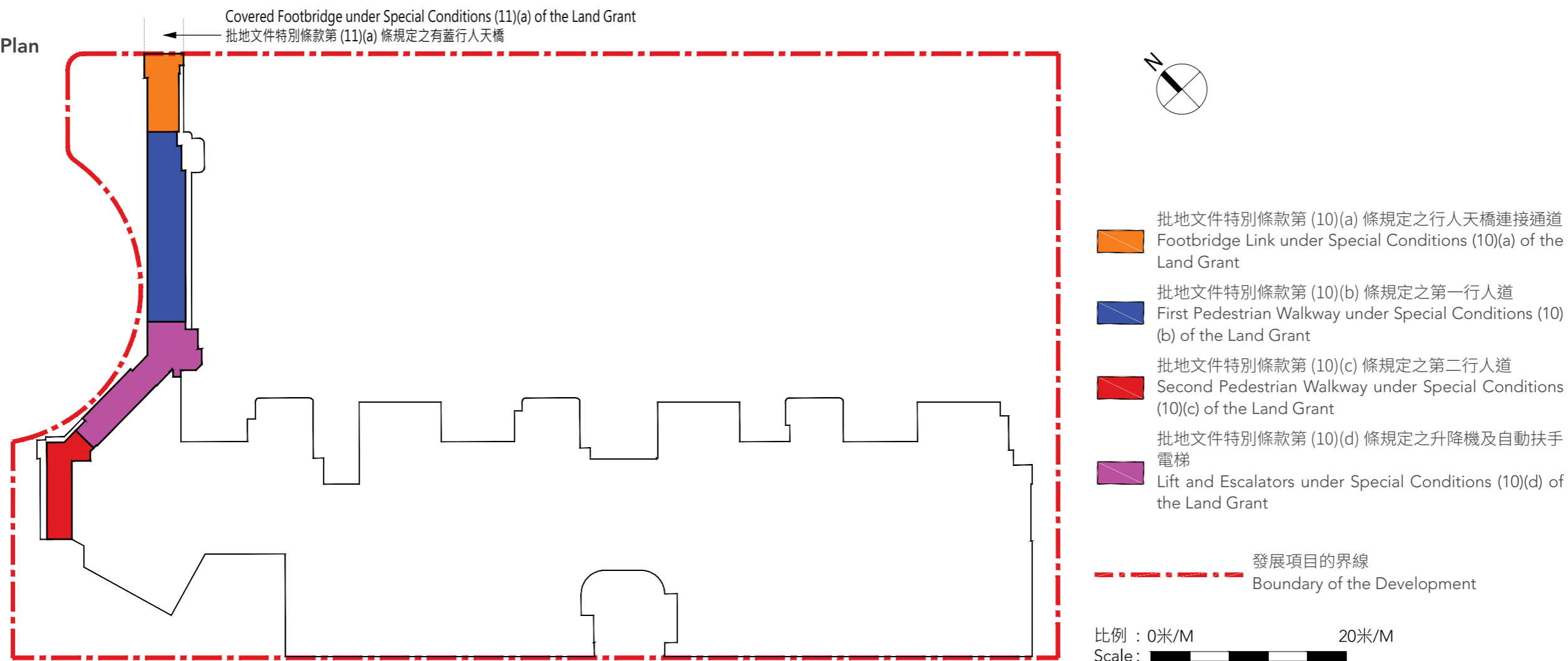
備註：

1. 本圖則是本章 E 段提及的圖則。
2. 本圖則僅作顯示黃色範圍及黃色間黑斜線範圍內的海濱長廊、黃色間黑斜線範圍內的公眾行人通道、行人天橋連接通道、行人天橋連接通道的承托物及連接段、第一行人道、第二行人道、升降機及自動扶手電梯、有蓋行人天橋、行人天橋連接細節、公眾通道範圍及額外公眾通道範圍的位置。本圖中所示的其他事項未必能反映其最新狀況。

Notes:

1. This plan is the plan referred to in Paragraph E of this Section.
2. This plan is for showing the locations of the promenade within the Yellow Areas and the Yellow Hatched Black Area, the public pedestrian access within the Yellow Hatched Black Area, the Footbridge Link, the supports and connections for the Footbridge Link, the First Pedestrian Walkway, the Second Pedestrian Walkway, the Lift and Escalators, the Covered Footbridge, the Footbridge Connection Details, the Public Passage Area and the Additional Public Passage Area only. Other matters shown in this plan may not reflect their latest condition.

**1樓平面圖**  
**1/F Floor Plan**



- 備註:
1. 本圖則是本章E段提及的圖則。
  2. 本圖則僅作顯示黃色範圍及黃色間黑斜線範圍內的海濱長廊、黃色間黑斜線範圍內的公眾行人通道、行人天橋連接通道、行人天橋連接通道的承托物及連接段、第一行人道、第二行人道、升降機及自動扶手電梯、有蓋行人天橋、行人天橋連接細節、公眾通道範圍及額外公眾通道範圍的位置。本圖中所示的其他事項未必能反映其最新狀況。

- Notes:
1. This plan is the plan referred to in Paragraph E of this Section.
  2. This plan is for showing the locations of the promenade within the Yellow Areas and the Yellow Hatched Black Area, the public pedestrian access within the Yellow Hatched Black Area, the Footbridge Link, the supports and connections for the Footbridge Link, the First Pedestrian Walkway, the Second Pedestrian Walkway, the Lift and Escalators, the Covered Footbridge, the Footbridge Connection Details, the Public Passage Area and the Additional Public Passage Area only. Other matters shown in this plan may not reflect their latest condition.