

2024年12月23日

此文件在 收到。城市規劃委員會
只會在 及文件後才正式確認收到
申請

This is received on 23 DEC 2024.
The Planning Board will formally acknowledge
the date of receipt of the application only upon receipt
of all the required information and documents.

Form No. S16-III
表格第 S16-III 號

APPLICATION FOR PERMISSION
UNDER SECTION 16 OF
THE TOWN PLANNING ORDINANCE
(CAP. 131)

根據《城市規劃條例》(第131章)
第16條遞交的許可申請

**Applicable to Proposal Only Involving Temporary Use/Development of Land
and/or Building Not Exceeding 3 Years in Rural Areas or Regulated Areas,
or Renewal of Permission for such Temporary Use or Development***

適用於祇涉及位於鄉郊地區或受規管地區土地上及/或建築物內進行
為期不超過三年的臨時用途/發展或該等臨時用途/發展的許可續期的建議*

*Form No. S16-I should be used for other Temporary Use/Development of Land and/or Building (e.g. temporary use/developments in the Urban Area) and Renewal of Permission for such Temporary Use or Development.

*其他土地上及/或建築物內的臨時用途/發展 (例如位於市區內的臨時用途或發展) 及有關該等臨時用途/發展的許可續期，應使用表格第 S16-I 號。

Applicant who would like to publish the notice of application in local newspapers to meet one of the Town Planning Board's requirements of taking reasonable steps to obtain consent of or give notification to the current land owner, please refer to the following link regarding publishing the notice in the designated newspapers:
https://www.tpb.gov.hk/en/plan_application/apply.html

申請人如欲在本地報章刊登申請通知，以採取城市規劃委員會就取得現行土地擁有人的同意或通知現行土地擁有人所指定的其中一項合理步驟，請瀏覽以下網址有關在指定的報章刊登通知：
https://www.tpb.gov.hk/tc/plan_application/apply.html

General Note and Annotation for the Form

填寫表格的一般指引及註解

"Current land owner" means any person whose name is registered in the Land Registry as that of an owner of the land to which the application relates, as at 6 weeks before the application is made

「現行土地擁有人」指在提出申請前六星期，其姓名或名稱已在土地註冊處註冊為該申請所關乎的土地的擁有人的人

& Please attach documentary proof 請夾附證明文件

^ Please insert number where appropriate 請在適當地方註明編號

Please fill "NA" for inapplicable item 請在不適用的項目填寫「不適用」

Please use separate sheets if the space provided is insufficient 如所提供的空間不足，請另頁說明

Please insert a 「✓」 at the appropriate box 請在適當的方格內上加上「✓」號

2403027 16/2 by hand

Form No. S16-III 表格第 S16-III 號

For Official Use Only 請勿填寫此欄	Application No. 申請編號	A/46-NSW/ 337
	Date Received 收到日期	23 DEC 2024

- The completed form and supporting documents (if any) should be sent to the Secretary, Town Planning Board (the Board), 15/F, North Point Government Offices, 333 Java Road, North Point, Hong Kong.
申請人須把填妥的申請表格及其他支持申請的文件 (倘有), 送交香港北角渣華道 333 號北角政府合署 15 樓城市規劃委員會(下稱「委員會」)秘書收。
- Please read the "Guidance Notes" carefully before you fill in this form. The document can be downloaded from the Board's website at <http://www.tpb.gov.hk/>. It can also be obtained from the Secretariat of the Board at 15/F, North Point Government Offices, 333 Java Road, North Point, Hong Kong (Tel: 2231 4810 or 2231 4835), and the Planning Enquiry Counters of the Planning Department (Hotline: 2231 5000) (17/F, North Point Government Offices, 333 Java Road, North Point, Hong Kong and 14/F, Sha Tin Government Offices, 1 Sheung Wo Che Road, Sha Tin, New Territories).
請先細閱《申請須知》的資料單張, 然後填寫此表格。該份文件可從委員會的網頁下載 (網址: <http://www.tpb.gov.hk/>), 亦可向委員會秘書處 (香港北角渣華道 333 號北角政府合署 15 樓 - 電話: 2231 4810 或 2231 4835) 及規劃署的規劃資料查詢處 (熱線: 2231 5000) (香港北角渣華道 333 號北角政府合署 17 樓及新界沙田上禾輦路 1 號沙田政府合署 14 樓) 索取。
- This form can be downloaded from the Board's website, and obtained from the Secretariat of the Board and the Planning Enquiry Counters of the Planning Department. The form should be typed or completed in block letters. The processing of the application may be refused if the required information or the required copies are incomplete.
此表格可從委員會的網頁下載, 亦可向委員會秘書處及規劃署的規劃資料查詢處索取。申請人須以打印方式或以正楷填寫表格。如果申請人所提交的資料或文件副本不齊全, 委員會可拒絕處理有關申請。

1. Name of Applicant 申請人姓名/名稱

(☐ Mr. 先生 / ☐ Mrs. 夫人 / ☐ Miss 小姐 / ☐ Ms. 女士 / ☒ Company 公司 / ☐ Organisation 機構)

Rich Valley Limited 富谷有限公司

2. Name of Authorised Agent (if applicable) 獲授權代理人姓名/名稱 (如適用)

(☐ Mr. 先生 / ☐ Mrs. 夫人 / ☐ Miss 小姐 / ☐ Ms. 女士 / ☒ Company 公司 / ☐ Organisation 機構)

R-riches Property Consultants Limited 盈卓物業顧問有限公司

3. Application Site 申請地點

(a) Full address / location / demarcation district and lot number (if applicable) 詳細地址/地點/丈量約份及地段號碼 (如適用)	Lot 3719 S.C RP (Part) in D.D. 104, Pok Wai, Yuen Long, New Territories
(b) Site area and/or gross floor area involved 涉及的地盤面積及/或總樓面面積	<input checked="" type="checkbox"/> Site area 地盤面積 7,736 sq.m 平方米 <input checked="" type="checkbox"/> About 約 <input checked="" type="checkbox"/> Gross floor area 總樓面面積 10,931 sq.m 平方米 <input checked="" type="checkbox"/> About 約
(c) Area of Government land included (if any) 所包括的政府土地面積 (倘有) N/A sq.m 平方米 <input type="checkbox"/> About 約

(d) Name and number of the related statutory plan(s) 有關法定圖則的名稱及編號	Draft Nam Sang Wai Outline Zoning Plan No. S/YL-NSW/9
(e) Land use zone(s) involved 涉及的土地用途地帶	"Other Specified Uses" annotated "Comprehensive Development To Include Wetland Restoration Area" "Residential (Group D)"
(f) Current use(s) 現時用途	Vacant (If there are any Government, institution or community facilities, please illustrate on plan and specify the use and gross floor area) (如有任何政府、機構或社區設施，請在圖則上顯示，並註明用途及總樓面面積)

4. "Current Land Owner" of Application Site 申請地點的「現行土地擁有人」

The applicant 申請人 –

- ☒ is the sole "current land owner"^{#&} (please proceed to Part 6 and attach documentary proof of ownership).
是唯一的「現行土地擁有人」^{#&} (請繼續填寫第 6 部分，並夾附業權證明文件)。
- ☐ is one of the "current land owners"^{#&} (please attach documentary proof of ownership).
是其中一名「現行土地擁有人」^{#&} (請夾附業權證明文件)。
- ☐ is not a "current land owner"[#].
並不是「現行土地擁有人」[#]。

- ☐ The application site is entirely on Government land (please proceed to Part 6).
申請地點完全位於政府土地上 (請繼續填寫第 6 部分)。

5. Statement on Owner's Consent/Notification 就土地擁有人的同意/通知土地擁有人的陳述

- (a) According to the record(s) of the Land Registry as at (DD/MM/YYYY), this application involves a total of "current land owner(s)"[#].
根據土地註冊處截至 年 月 日的記錄，這宗申請共牽涉 名「現行土地擁有人」[#]。

(b) The applicant 申請人 –

- ☐ has obtained consent(s) of "current land owner(s)"[#].
已取得 名「現行土地擁有人」[#]的同意。

Details of consent of "current land owner(s)" [#] obtained 取得「現行土地擁有人」 [#] 同意的詳情		
No. of 'Current Land Owner(s)' 「現行土地擁有人」數目	Lot number/address of premises as shown in the record of the Land Registry where consent(s) has/have been obtained 根據土地註冊處記錄已獲得同意的地段號碼/處所地址	Date of consent obtained (DD/MM/YYYY) 取得同意的日期 (日/月/年)

(Please use separate sheets if the space of any box above is insufficient. 如上列任何方格的空間不足，請另頁說明)

- ☐ has notified "current land owner(s)"[#]
已通知 名「現行土地擁有人」[#]。

Details of the "current land owner(s)" [#] notified 已獲通知「現行土地擁有人」 [#] 的詳細資料		
No. of 'Current Land Owner(s)' 「現行土地擁有人」數目	Lot number/address of premises as shown in the record of the Land Registry where notification(s) has/have been given 根據土地註冊處記錄已發出通知的地段號碼／處所地址	Date of notification given (DD/MM/YYYY) 通知日期(日/月/年)

(Please use separate sheets if the space of any box above is insufficient. 如上列任何方格的空間不足，請另頁說明)

- ☐ has taken reasonable steps to obtain consent of or give notification to owner(s):
已採取合理步驟以取得土地擁有人的同意或向該人發給通知。詳情如下：

Reasonable Steps to Obtain Consent of Owner(s) 取得土地擁有人的同意所採取的合理步驟

- ☐ sent request for consent to the "current land owner(s)" on _____ (DD/MM/YYYY)^{#&}
於_____ (日/月/年)向每一名「現行土地擁有人」[#]郵遞要求同意書[&]

Reasonable Steps to Give Notification to Owner(s) 向土地擁有人發出通知所採取的合理步驟

- ☐ published notices in local newspapers on _____ (DD/MM/YYYY)[&]
於_____ (日/月/年)在指定報章就申請刊登一次通知[&]
- ☐ posted notice in a prominent position on or near application site/premises on _____ (DD/MM/YYYY)[&]
於_____ (日/月/年)在申請地點／申請處所或附近的顯明位置貼出關於該申請的通知[&]
- ☐ sent notice to relevant owners' corporation(s)/owners' committee(s)/mutual aid committee(s)/management office(s) or rural committee on _____ (DD/MM/YYYY)[&]
於_____ (日/月/年)把通知寄往相關的業主立案法團/業主委員會/互助委員會或管理處，或有關的鄉事委員會[&]

Others 其他

- ☐ others (please specify)
其他（請指明）

Note: May insert more than one 「✓」.

Information should be provided on the basis of each and every lot (if applicable) and premises (if any) in respect of the application.

註: 可在多於一個方格內加上「✓」號

申請人須就申請涉及的每一地段（倘適用）及處所（倘有）分別提供資料

6. Type(s) of Application 申請類別					
(A) Temporary Use/Development of Land and/or Building Not Exceeding 3 Years in Rural Areas or Regulated Areas 位於鄉郊地區或受規管地區土地上及/或建築物內進行為期不超過三年的臨時用途/發展 (For Renewal of Permission for Temporary Use or Development in Rural Areas or Regulated Areas, please proceed to Part (B)) (如屬位於鄉郊地區或受規管地區臨時用途/發展的規劃許可續期，請填寫(B)部分)					
(a) Proposed use(s)/development 擬議用途/發展	Proposed Temporary Warehouse for Storage of New Vehicles with Ancillary Facilities for a Period 3 Years and Associated Filling of Land (Please illustrate the details of the proposal on a layout plan) (請用平面圖說明擬議詳情)				
(b) Effective period of permission applied for 申請的許可有效期	<input checked="" type="checkbox"/> year(s) 年 3 <input type="checkbox"/> month(s) 個月				
(c) Development Schedule 發展細節表 Proposed uncovered land area 擬議露天土地面積 2,198sq.m <input checked="" type="checkbox"/> About 約 Proposed covered land area 擬議有上蓋土地面積 5,538sq.m <input checked="" type="checkbox"/> About 約 Proposed number of buildings/structures 擬議建築物/構築物數目 2 Proposed domestic floor area 擬議住用樓面面積 N/Asq.m <input type="checkbox"/> About 約 Proposed non-domestic floor area 擬議非住用樓面面積 10,931sq.m <input checked="" type="checkbox"/> About 約 Proposed gross floor area 擬議總樓面面積 10,931sq.m <input checked="" type="checkbox"/> About 約					
Proposed height and use(s) of different floors of buildings/structures (if applicable) 建築物/構築物的擬議高度及不同樓層的擬議用途 (如適用) (Please use separate sheets if the space below is insufficient) (如以下空間不足，請另頁說明)					
STRUCTURE	USE	COVERED AREA	GFA	BUILDING HEIGHT	
B1	WAREHOUSE FOR STORAGE OF VEHICLES	5,393m ² (ABOUT)	10,786 m ² (ABOUT)	13 m (ABOUT)(2-STOREY)	
B2	SITE OFFICE, WASHROOM RAIN SHELTER FOR LUL ACTIVITIES	145 m ² (ABOUT)	145 m ² (ABOUT)	7 m (ABOUT)(1-STOREY)	
TOTAL		5,538 m ² (ABOUT)	10,931 m ² (ABOUT)		
*D.D.G. - DANGEROUS GOODS GODOWN					
Proposed number of car parking spaces by types 不同種類停車位的擬議數目					
Private Car Parking Spaces 私家車車位		4			
Motorcycle Parking Spaces 電單車車位		N/A			
Light Goods Vehicle Parking Spaces 輕型貨車泊車位		N/A			
Medium Goods Vehicle Parking Spaces 中型貨車泊車位		N/A			
Heavy Goods Vehicle Parking Spaces 重型貨車泊車位		N/A			
Others (Please Specify) 其他 (請列明)					
Proposed number of loading/unloading spaces 上落客貨車位的擬議數目					
Taxi Spaces 的士車位		N/A			
Coach Spaces 旅遊巴車位		N/A			
Light Goods Vehicle Spaces 輕型貨車車位		N/A			
Medium Goods Vehicle Spaces 中型貨車車位		N/A			
Heavy Goods Vehicle Spaces 重型貨車車位		N/A			
Others (Please Specify) 其他 (請列明)		Container Vehicle		2	

Proposed operating hours 擬議營運時間 Monday to Saturday from 07:00 to 20:00, no operation on Sunday and public holiday			
(d) Any vehicular access to the site/subject building? 是否有車路通往地盤／有關建築物？	Yes 是	<input checked="" type="checkbox"/> There is an existing access. (please indicate the street name, where appropriate) 有一條現有車路。(請註明車路名稱(如適用)) Accessible from Kam Pok Road East via Kam Pok Road <input type="checkbox"/> There is a proposed access. (please illustrate on plan and specify the width) 有一條擬議車路。(請在圖則顯示，並註明車路的闊度) <input type="checkbox"/>	
	No 否		
(e) Impacts of Development Proposal 擬議發展計劃的影響 (If necessary, please use separate sheets to indicate the proposed measures to minimise possible adverse impacts or give justifications/reasons for not providing such measures. 如需要的話，請另頁註明可盡量減少可能出現不良影響的措施，否則請提供理據/理由。)			
(i) Does the development proposal involve alteration of existing building? 擬議發展計劃是否包括現有建築物的改動？	Yes 是	<input type="checkbox"/> Please provide details 請提供詳情 No 否 <input checked="" type="checkbox"/>	
(ii) Does the development proposal involve the operation on the right? 擬議發展是否涉及右列的工程？	Yes 是	<input checked="" type="checkbox"/> (Please indicate on site plan the boundary of concerned land/pond(s), and particulars of stream diversion, the extent of filling of land/pond(s) and/or excavation of land) (請用地盤平面圖顯示有關土地／池塘界線，以及河道改道、填塘、填土及／或挖土的細節及／或範圍) <input type="checkbox"/> Diversion of stream 河道改道 <input type="checkbox"/> Filling of pond 填塘 Area of filling 填塘面積 sq.m 平方米 <input type="checkbox"/> About 約 Depth of filling 填塘深度 m 米 <input type="checkbox"/> About 約 <input checked="" type="checkbox"/> Filling of land 填土 Area of filling 填土面積 7,736 sq.m 平方米 <input checked="" type="checkbox"/> About 約 Depth of filling 填土厚度 ..not more than 0.2. m 米 <input type="checkbox"/> About 約 <input type="checkbox"/> Excavation of land 挖土 Area of excavation 挖土面積..... sq.m 平方米 <input type="checkbox"/> About 約 Depth of excavation 挖土深度m 米 <input type="checkbox"/> About 約 No 否 <input type="checkbox"/>	
	No 否		
(iii) Would the development proposal cause any adverse impacts? 擬議發展計劃會否造成不良影響？	On environment 對環境 Yes 會 <input type="checkbox"/> No 不會 <input checked="" type="checkbox"/> On traffic 對交通 Yes 會 <input type="checkbox"/> No 不會 <input checked="" type="checkbox"/> On water supply 對供水 Yes 會 <input type="checkbox"/> No 不會 <input checked="" type="checkbox"/> On drainage 對排水 Yes 會 <input type="checkbox"/> No 不會 <input checked="" type="checkbox"/> On slopes 對斜坡 Yes 會 <input type="checkbox"/> No 不會 <input checked="" type="checkbox"/> Affected by slopes 受斜坡影響 Yes 會 <input type="checkbox"/> No 不會 <input checked="" type="checkbox"/> Landscape Impact 構成景觀影響 Yes 會 <input type="checkbox"/> No 不會 <input checked="" type="checkbox"/> Tree Felling 砍伐樹木 Yes 會 <input type="checkbox"/> No 不會 <input checked="" type="checkbox"/> Visual Impact 構成視覺影響 Yes 會 <input type="checkbox"/> No 不會 <input checked="" type="checkbox"/> Others (Please Specify) 其他 (請列明) Yes 會 <input type="checkbox"/> No 不會 <input checked="" type="checkbox"/>		

	<p>Please state measure(s) to minimise the impact(s). For tree felling, please state the number, diameter at breast height and species of the affected trees (if possible)</p> <p>請註明盡量減少影響的措施。如涉及砍伐樹木，請說明受影響樹木的數目、及胸高度的樹幹直徑及品種(倘可)</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>
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(B) Renewal of Permission for Temporary Use or Development in Rural Areas or Regulated Areas	
位於鄉郊地區或受規管地區臨時用途/發展的許可續期	
(a) Application number to which the permission relates 與許可有關的申請編號	A/ _____ / _____
(b) Date of approval 獲批給許可的日期 (DD 日/MM 月/YYYY 年)
(c) Date of expiry 許可屆滿日期 (DD 日/MM 月/YYYY 年)
(d) Approved use/development 已批給許可的用途/發展	
(e) Approval conditions 附帶條件	<p><input type="checkbox"/> The permission does not have any approval condition 許可並沒有任何附帶條件</p> <p><input type="checkbox"/> Applicant has complied with all the approval conditions 申請人已履行全部附帶條件</p> <p><input type="checkbox"/> Applicant has not yet complied with the following approval condition(s): 申請人仍未履行下列附帶條件：</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Reason(s) for non-compliance: 仍未履行的原因：</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>(Please use separate sheets if the space above is insufficient) (如以上空間不足，請另頁說明)</p>
(f) Renewal period sought 要求的續期期間	<p><input type="checkbox"/> year(s) 年</p> <p><input type="checkbox"/> month(s) 個月</p>

8. Declaration 聲明

I hereby declare that the particulars given in this application are correct and true to the best of my knowledge and belief.
本人謹此聲明，本人就這宗申請提交的資料，據本人所知及所信，均屬真實無誤。

I hereby grant a permission to the Board to copy all the materials submitted in this application and/or to upload such materials to the Board's website for browsing and downloading by the public free-of-charge at the Board's discretion.

本人現准許委員會酌情將本人就此申請所提交的所有資料複製及/或上載至委員會網站，供公眾免費瀏覽或下載。

Signature
簽署

☐ Applicant 申請人 / ☒ Authorised Agent 獲授權代理人

Michael WONG

Name in Block Letters
姓名（請以正楷填寫）

Position (if applicable)
職位（如適用）

Professional Qualification(s) ☐ Member 會員 / ☐ Fellow of 資深會員

專業資格

☐ HKIP 香港規劃師學會 / ☐ HKIA 香港建築師學會 /

☐ HKIS 香港測量師學會 / ☐ HKIE 香港工程師學會 /

☐ HKILA 香港園境師學會 / ☐ HKIUD 香港城市設計學會

☐ RPP 註冊專業規劃師

Others 其他

on behalf of R-riches Property Consultants Limited 盈卓物業顧問有限公司
代表

☒ Company 公司 / ☐ Organisation 機構名稱及蓋章（如適用）

Date 日期

13/12/2024

(DD/MM/YYYY 日/月/年)

Remark 備註

The materials submitted in this application and the Board's decision on the application would be disclosed to the public. Such materials would also be uploaded to the Board's website for browsing and free downloading by the public where the Board considers appropriate.

委員會會向公眾披露申請人所遞交的申請資料和委員會對申請所作的決定。在委員會認為合適的情況下，有關申請資料亦會上載至委員會網頁供公眾免費瀏覽及下載。

Warning 警告

Any person who knowingly or wilfully makes any statement or furnish any information in connection with this application, which is false in any material particular, shall be liable to an offence under the Crimes Ordinance.

任何人在明知或故意的情況下，就這宗申請提出在任何要項上是虛假的陳述或資料，即屬違反《刑事罪行條例》。

Statement on Personal Data 個人資料的聲明

1. The personal data submitted to the Board in this application will be used by the Secretary of the Board and Government departments for the following purposes:

委員會就這宗申請所收到的個人資料會交給委員會秘書及政府部門，以根據《城市規劃條例》及相關的城市規劃委員會規劃指引的規定作以下用途：

(a) the processing of this application which includes making available the name of the applicant for public inspection when making available this application for public inspection; and
處理這宗申請，包括公布這宗申請供公眾查閱，同時公布申請人的姓名供公眾查閱；以及

(b) facilitating communication between the applicant and the Secretary of the Board/Government departments.
方便申請人與委員會秘書及政府部門之間進行聯絡。

2. The personal data provided by the applicant in this application may also be disclosed to other persons for the purposes mentioned in paragraph 1 above.

申請人就這宗申請提供的個人資料，或亦會向其他人士披露，以作上述第 1 段提及的用途。

3. An applicant has a right of access and correction with respect to his/her personal data as provided under the Personal Data (Privacy) Ordinance (Cap. 486). Request for personal data access and correction should be addressed to the Secretary of the Board at 15/F, North Point Government Offices, 333 Java Road, North Point, Hong Kong.

根據《個人資料(私隱)條例》(第 486 章)的規定，申請人有權查閱及更正其個人資料。如欲查閱及更正個人資料，應向委員會秘書提出有關要求，其地址為香港北角渣華道 333 號北角政府合署 15 樓。

Gist of Application 申請摘要

(Please provide details in both English and Chinese as far as possible. This part will be circulated to relevant consultees, uploaded to the Town Planning Board's Website for browsing and free downloading by the public and available at the Planning Enquiry Counters of the Planning Department for general information.)

(請盡量以英文及中文填寫。此部分將會發送予相關諮詢人士、上載至城市規劃委員會網頁供公眾免費瀏覽及下載及於規劃署規劃資料查詢處供一般參閱。)

Application No. 申請編號	(For Official Use Only) (請勿填寫此欄)
Location/address 位置／地址	Lot 3719 S.C RP (Part) In D.D. 104, Pok Wai, Yuen Long, New Territories
Site area 地盤面積	7,736 sq. m 平方米 <input checked="" type="checkbox"/> About 約 (includes Government land of 包括政府土地 N/A sq. m 平方米 <input type="checkbox"/> About 約)
Plan 圖則	Draft Nam Sang Wai Outline Zoning Plan No. S/YL-NSW/9
Zoning 地帶	"Other Specified Uses" annotated "Comprehensive Development To Include Wetland Restoration Area") "Residential (Group D)"
Type of Application 申請類別	<input checked="" type="checkbox"/> Temporary Use/Development in Rural Areas or Regulated Areas for a Period of 位於鄉郊地區或受規管地區的臨時用途/發展為期 <input checked="" type="checkbox"/> Year(s) 年 <u>3</u> <input type="checkbox"/> Month(s) 月 _____ <input type="checkbox"/> Renewal of Planning Approval for Temporary Use/Development in Rural Areas or Regulated Areas for a Period of 位於鄉郊地區或受規管地區臨時用途/發展的規劃許可續期為期 <input type="checkbox"/> Year(s) 年 _____ <input type="checkbox"/> Month(s) 月 _____
Applied use/ development 申請用途/發展	Proposed Temporary Warehouse for Storage of New Vehicles with Ancillary Facilities for a Period 3 Years and Associated Filling of Land

(i) Gross floor area and/or plot ratio 總樓面面積及／或地積比率		sq.m 平方米	Plot Ratio 地積比率
	Domestic 住用	N/A <input type="checkbox"/> About 約 <input type="checkbox"/> Not more than 不多於	N/A <input type="checkbox"/> About 約 <input type="checkbox"/> Not more than 不多於
	Non-domestic 非住用	10,931 <input checked="" type="checkbox"/> About 約 <input type="checkbox"/> Not more than 不多於	1.4 <input checked="" type="checkbox"/> About 約 <input type="checkbox"/> Not more than 不多於
(ii) No. of blocks 幢數	Domestic 住用	N/A	
	Non-domestic 非住用	2	
(iii) Building height/No. of storeys 建築物高度／層數	Domestic 住用	N/A m 米 <input type="checkbox"/> (Not more than 不多於)	
		N/A Storeys(s) 層 <input type="checkbox"/> (Not more than 不多於)	
	Non-domestic 非住用	7m - 13m (about) m 米 <input type="checkbox"/> (Not more than 不多於)	
		1 - 2 Storeys(s) 層 <input checked="" type="checkbox"/> (Not more than 不多於)	
(iv) Site coverage 上蓋面積	72 % <input checked="" type="checkbox"/> About 約		
(v) No. of parking spaces and loading / unloading spaces 停車位及上落客貨車位數目	Total no. of vehicle parking spaces 停車位總數		4
	Private Car Parking Spaces 私家車車位 Motorcycle Parking Spaces 電單車車位 Light Goods Vehicle Parking Spaces 輕型貨車泊車位 Medium Goods Vehicle Parking Spaces 中型貨車泊車位 Heavy Goods Vehicle Parking Spaces 重型貨車泊車位 Others (Please Specify) 其他 (請列明) <hr/>		4 N/A N/A N/A N/A
	Total no. of vehicle loading/unloading bays/lay-bys 上落客貨車位／停車處總數		2
	Taxi Spaces 的士車位 Coach Spaces 旅遊巴車位 Light Goods Vehicle Spaces 輕型貨車車位 Medium Goods Vehicle Spaces 中型貨車位 Heavy Goods Vehicle Spaces 重型貨車車位 Others (Please Specify) 其他 (請列明) Container Vehicle <input checked="" type="checkbox"/> <hr/>		N/A N/A N/A N/A N/A 2

Submitted Plans, Drawings and Documents 提交的圖則、繪圖及文件		
	Chinese 中文	English 英文
Plans and Drawings 圖則及繪圖		
Master layout plan(s)/Layout plan(s) 總綱發展藍圖／布局設計圖	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Block plan(s) 樓宇位置圖	<input type="checkbox"/>	<input type="checkbox"/>
Floor plan(s) 樓宇平面圖	<input type="checkbox"/>	<input type="checkbox"/>
Sectional plan(s) 截視圖	<input type="checkbox"/>	<input type="checkbox"/>
Elevation(s) 立視圖	<input type="checkbox"/>	<input type="checkbox"/>
Photomontage(s) showing the proposed development 顯示擬議發展的合成照片	<input type="checkbox"/>	<input type="checkbox"/>
Master landscape plan(s)/Landscape plan(s) 園境設計總圖／園境設計圖	<input type="checkbox"/>	<input type="checkbox"/>
Others (please specify) 其他（請註明）	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Plan showing the location, zoning and land status, Plan showing the location and zoning of the original premises, Plan showing the land resumption of land in the original premises, Plan showing location of alternative sites, Aerial photo, Plan showing land filling area of the application site, Swept path analysis		
Reports 報告書		
Planning Statement/Justifications 規劃綱領/理據	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Environmental assessment (noise, air and/or water pollutions) 環境評估（噪音、空氣及／或水的污染）	<input type="checkbox"/>	<input type="checkbox"/>
Traffic impact assessment (on vehicles) 就車輛的交通影響評估	<input type="checkbox"/>	<input type="checkbox"/>
Traffic impact assessment (on pedestrians) 就行人的交通影響評估	<input type="checkbox"/>	<input type="checkbox"/>
Visual impact assessment 視覺影響評估	<input type="checkbox"/>	<input type="checkbox"/>
Landscape impact assessment 景觀影響評估	<input type="checkbox"/>	<input type="checkbox"/>
Tree Survey 樹木調查	<input type="checkbox"/>	<input type="checkbox"/>
Geotechnical impact assessment 土力影響評估	<input type="checkbox"/>	<input type="checkbox"/>
Drainage impact assessment 排水影響評估	<input type="checkbox"/>	<input type="checkbox"/>
Sewerage impact assessment 排污影響評估	<input type="checkbox"/>	<input type="checkbox"/>
Risk Assessment 風險評估	<input type="checkbox"/>	<input type="checkbox"/>
Others (please specify) 其他（請註明）	<input type="checkbox"/>	<input type="checkbox"/>
Note: May insert more than one 「✓」. 註：可在多於一個方格內加上「✓」號		

Note: The information in the Gist of Application above is provided by the applicant for easy reference of the general public. Under no circumstances will the Town Planning Board accept any liabilities for the use of the information nor any inaccuracies or discrepancies of the information provided. In case of doubt, reference should always be made to the submission of the applicant.

註：上述申請摘要的資料是由申請人提供以方便市民大眾參考。對於所載資料在使用上的問題及文義上的歧異，城市規劃委員會概不負責。若有任何疑問，應查閱申請人提交的文件。

SECTION 16 PLANNING APPLICATION

PROPOSED TEMPORARY WAREHOUSE FOR STORAGE OF NEW VEHICLES WITH ANCILLARY FACILITIES FOR A PERIOD OF 3 YEARS AND ASSOCIATED FILLING OF LAND IN “OTHER SPECIFIED USES” ANNOTATED “COMPREHENSIVE DEVELOPMENT TO INCLUDE WETLAND RESTORATION AREA” AND “RESIDENTIAL (GROUP D)” ZONES,

LOT 3719 S.C RP (PART) IN D.D. 104, POK WAI, YUEN LONG, NEW TERRITORIES

PLANNING STATEMENT

Applicant

Rich Valley Limited

Consultancy Team

Planning Consultant: **R-riches Property Consultants Limited**

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EXECUTIVE SUMMARY

- The applicant seeks planning permission from the Town Planning Board (the Board) under Section (S.) 16 of the Town Planning Ordinance (Cap. 131) (the Ordinance) to use *Lot 3719 S.C RP (Part) in D.D. 104, Pok Wai, Yuen Long, New Territories* (the Site) for **‘Proposed Temporary Warehouse for Storage of New Vehicles with Ancillary Facilities for a Period of 3 Years and Associated Filling of Land’**.
- The Site falls within an area zoned as "Other Specified Uses" Annotated "Comprehensive Development to Include Wetland Restoration Area" ("OU(CDTIWRA)") and "Residential (Group D)" ("R(D)") on the Draft Nam Sang Wai Outline Zoning Plan (OZP) No. S/YL-NSW/9. The Site occupies an area of 7,736 m² (about). A total of two structures are proposed at the Site for warehouse for storage of vehicles, site office, washroom and rain shelter for loading/unloading (L/UL) activities with total GFA of 10,931 m² (about), the remaining area is reserved for vehicle parking and L/UL spaces and circulation area.
- The Site is accessible from Kam Pok Road East via Kam Pok Road. The operation hours of the proposed development are Monday to Saturday from 07:00 to 20:00. No operation on Sunday and public holiday.
- Justifications for the proposed development are as follows:
 - The applicant's original premises are affected by land resumption for the development of Hung Shui Kiu/Ha Tsuen (HSK/HT) New Development Area (NDA)
 - The applicant has spent effort in identifying suitable site for relocation.
 - The applied use is the same as the applicant's original premises.
 - No significant adverse impact is anticipated from the proposed development.
 - The proposed development is only on a temporary basis, approval of the application will not frustrate the long-term planning intention of the "OU (CDTIWRA)" and "R(D)" zones.
- Details of development parameters are as follows:

Application Site Area	7,736 m ² (about)
Covered Area	5,538 m ² (about)
Uncovered Area	2,198 m ² (about)
Plot Ratio	1.4 (about)
Site Coverage	72% (about)
Number of Structure	2
Total GFA	10,931 m ² (about)
- Domestic GFA	Not applicable
- Non-Domestic GFA	10,931 m ² (about)
Building Height	7m - 13m (about)
No. of Storey	1 - 2

行政摘要 (內文如與英文版本有任何差異，應以英文版本為準)

- 申請人現根據《城市規劃條例》(第 131 章)第 16 條，向城市規劃委員會提交有關新界元朗學園丈量約份第 104 約第 3719 號 C 分段餘段 (部分) 的規劃申請，於上述地點作「擬議臨時貨倉存放全新車輛連附屬設施 (為期 3 年) 及相關填土工程」。
- 申請地點所在的地區在《南生圍分區計劃大綱草圖編號 S/YL-NSW/9》上劃為「其他指定用途」註明「綜合發展包括濕地修復區」及「住宅(丁類)」用途地帶。申請地盤面積為 7,736 平方米 (約)。申請地點將設有 2 座構築物作存放車輛的貨倉 (、辦公室、洗手間及上／落貨的避雨亭，構築物的總樓面面積合共為 10,931 平方米 (約)，其餘地方將預留作車輛上／落貨、停泊位及流轉空間。
- 申請地點可從錦學路東經一條錦學路前往。擬議發展的作業時間為星期一至六上午 7 時至下午 8 時。星期日及公眾假期休息。
- 擬議發展的申請理據如下：
 - 申請人原來的經營處所受到洪水橋／厦村新發展區發展收地影響。
 - 申請人曾經致力尋找合適的搬遷地點。
 - 申請的用途與申請人先前受影響的發展場地用途一致。
 - 擬議發展不會對周邊地區帶來重大負面影響。
 - 擬議發展只屬臨時性質，批出規劃許可則不會影響「其他指定用途 (綜合發展包括濕地修復區)」及「住宅 (丁類)」用途地帶的長遠規劃意向。
- 擬議發展的詳情發展參數如下：

申請地盤面積：	7,736 平方米 (約)
上蓋總面積：	10,931 平方米 (約)
露天地方面積：	2,198 平方米 (約)
地積比率：	1.4 (約)
上蓋覆蓋率：	72% (約)
樓宇數目：	2 座
總樓面面積	10,931 平方米 (約)
住用總樓面面積：	不適用
非住用總樓面面積：	10,931 平方米 (約)
構築物高度：	7 米 - 13 米 (約)
構築物層數：	1 - 2 層

1. INTRODUCTION

Background

- 1.1 **R-riches Property Consultants Limited** has been commissioned by **Rich Valley Limited**¹ (the applicant) to make submission on their behalf to the Board under the S.16 of the Ordinance in respect to *Lot 3719 S.C RP (Part) in D.D. 104, Pok Wai, Yuen Long, New Territories* (the Site)(**Plans 1 to 3**).
- 1.2 The applicant would like to use the Site for '**Proposed Temporary Warehouse for Storage of New Vehicles with Ancillary Facilities for a Period of 3 Years and Associated Filling of Land**' (proposed development). The Site currently falls within an area zoned as "OU(CDTIWRA)" and "R(D)" on the Draft Nam Sang Wai OZP No. S/YL-NSW/9 (**Plan 2**). According to the Notes of the OZP, the proposed use, i.e. 'warehouse' is not a column one nor two use within the aforesaid zones. Therefore, planning permission is required to be obtained from the Board by the applicant to facilitate the proposed development at the Site.
- 1.3 In support of the proposal, a set of indicative development plans and drawings are provided with the planning statement (**Plans 1 to 12**). Set of assessments to mitigate potential adverse impacts will be submitted, if required, at a later stage for the consideration of Government departments and members of the Board.

¹ **Rich Valley Limited** (the applicant) is authorized by **Zung Fu Company Limited** 仁孚行有限公司 (the affected business operator) to facilitate the relocation of his existing business premises in Hung Shui Kiu. Details of the affected business operator are provided at **Appendix I**.

2. JUSTIFICATIONS

To facilitate the relocation of the applicant's business premises affected by the development of the HSK/HT NDA

- 2.1 The current application is intended to facilitate the relocation of the applicant's affected business premises in HSK due to land resumption to pave way for the development of the HSK/HT NDA (**Plans 4 to 6**). The affected business premises (i.e. various lots in D.D. 124 and adjoining Government Land (GL), Hung Shui Kiu, Yuen Long, New Territories) form part of the development schemes of the approved S.16 planning applications (Nos. A/HSK/231 and 483) for '*Temporary Warehouse and Open Storage of New Vehicles (Private Cars, Taxis, Light Goods Vehicles and Light Buses)*' (**Plan 4**). The aforesaid planning applications were approved by the Board on a temporary basis of 3 years on 9/10/2020 and 22/9/2023 respectively.
- 2.2 The current application is intended to facilitate the relocation of the '*warehouse*' portion of the approved development in HSK, while the remaining '*open storage*' portion will be relocated to a different location (**Plan 4**). The affected business premises currently fall within an area zoned as "Other Specified Uses" Annotated "Enterprise and Technology Park" ("OU(E&TP)") on the Approved HSK and HT OZP No. S/HSK/2 (**Plan 5**).
- 2.3 According to the implementation programme for the development of HSK/HT NDA, the applicant's original business premises fall within sites under the '*Remaining Phase Development*' (**Plan 6**). As land where the premises will be developed for enterprise and technology park uses upon the completion of the HSK/HT NDA, the concerned parcel of land will be resumed and reverted to the Government in the future. Therefore, the applicant desperately needs to identify a suitable site for relocation to continue its business operation.

Applicant's effort in identifying suitable site for relocation

- 2.4 While the applicant has spent effort to relocate their premises to a number of alternative sites in the New Territories, those sites were considered not suitable or impracticable due to various issues such as land use incompatibility, environmental concerns, land ownership, accessibility or the site area being too small (**Appendix II and Plan 7**). After a lengthy site search process, the Site was identified for relocation as it is relatively flat and easily accessible from Kam Pok Road East via Kam Pok Road (**Plan 1**).

Applied Use Is the Same as the Affected Business in HSK

- 2.5 The proposed development involves the operation of warehouse for storage of new vehicles with ancillary facilities to support the daily operation of the Site. The

applied use is also the same as the affected business premises in HSK. The area of the Site (*i.e. about 7,736 m², +9%*) and covered area (*i.e. about 5,538 m², +19%*) are similar to the original premises, details of the original premises are shown at **Table 1** below:

Table 1: Differences between the Original Premises and The Site

Development Parameters	Original Premises (a)	The Site (b)	Difference (a) – (b)
Site Area	7,050 m ² (about)	7,736 m ² (about)	+686 m ² , +10% (about)
Covered Area	4,669 m ² (about)	5,538 m ² (about)	+869 m ² , +19% (about)
GFA	4,669 m ² (about)	10,931 m ² (about)	+6,262 m ² , +134% (about)

- 2.6 While the site area and the GFA of the proposed development are larger than the affected business premises, a significant portion of the Site (*i.e. about 2,198 m², 28%*) is uncovered and designated for manoeuvring and parking of vehicles, in order to support the daily operation of the Site.
- 2.7 Moreover, the increase in electric vehicle (EV) sales has boosted the demand for covered vehicle storage space for new vehicles in Hong Kong since the 2020s. Consequently, the applicant previously proposed expanding operational capacity to address the urgent need for such spaces at the original premises. Nevertheless, the Government's land resumption proposal to facilitate the HSK/HT NDA has resulted in a temporary suspension of the applicant's business expansion plan. The proposed scheme at the Site offers an excellent opportunity to facilitate the applicant's initial business expansion plan. The increased GFA at the Site would create a significant number of job opportunities for residents of the New Territories.

Approval of the application would not frustrate the long-term planning intention of the "OU(CDTIWRA)" and "R(D)" zones

- 2.8 Although the Site falls within area zoned as "OU(CDTIWRA)" and "R(D)" on the Draft Nam Sang Wai OZP No. S/YL-NSW/9, no existing pond nor wetland have been identified at the Site (**Plans 2 and 8**). Furthermore, the applicant, *i.e.* the sole owner of the Site currently has no intention to develop the Site for long-term use. Therefore, approval of the current application on a temporary basis would not frustrate the long-term planning intentions of the "OU(CDTIWRA)" and "R(D)" zones and would better utilize deserted land in the New Territories.
- 2.9 Despite the fact that the proposed development is not in line with planning intentions of the "OU(CDTIWRA)" and "R(D)" zones, the special background of the application should be considered on its individual merit, which approval of the current application would therefore not set an undesirable precedent for the "OU(CDTIWRA)" and "R(D)" zones.

The proposed development is not incompatible with surrounding land uses

- 2.10 The surrounding areas of the Site are considered to be in semi-rural character and are predominately occupied by sites occupied by open storage yards, low-rise structures for warehouse and logistics centre, hence, the proposed development is considered not incompatible with surrounding land uses (**Plans 1, 3 and 8**). Upon approval of the planning application, the applicant will make effort in complying with approval conditions related to fire services and drainage aspects, to minimize potential adverse impact arisen from the proposed development.

3. SITE CONTEXT

Site Location

- 3.1 The Site is located in Pok Wai, Yuen Long. It is approximately 10 m east of Kam Pok Road; 250 m south of Fairview Park; 500 m west of San Tin Highway; 3.4 km northeast of Yuen Long Station; and 14.4 km northeast of the original premises in HSK (**Plan 1**).

Accessibility

- 3.2 The Site is accessible from Kam Pok Road East via Kam Pok Road (**Plan 1**).

Existing Site Condition

- 3.3 The Site is hard-paved and currently occupied by open storage use. The Site is generally flat and hard paved (**Plans 1, 3 and 8**).

Surrounding Area

- 3.4 The Site is mainly surrounded by open storage yards, low-rise structures for warehouse and logistic centre (**Plans 1, 3 and 8**).
- 3.5 To its immediate north are some structures for domestic use. To its further north across Kam Tin River are Fairview Park.
- 3.6 To its immediate east are existing ponds. To its further east are some temporary structures for workshop and warehouse uses.
- 3.7 To its immediate south are some temporary structures occupied by vehicle repair workshop and open storage activities. To its further south and southeast are sites occupied by temporary structures for logistics centre and warehouse.
- 3.8 To its immediate west are temporary structures occupied by open storage yards. To its further west are Tai Sang Wai village development, fishponds and area falls within "Conservation Area" zone.

4. PLANNING CONTEXT

Zoning of the Site

- 4.1 The Site falls within an area zoned as "OU(CDTIWRA)" and "R(D)" on the Draft Nam Sang Wai OZP No. S/YL-NSW/9 (**Plan 2**). According to the Notes of the OZP, 'warehouse for storage of vehicles' use is not a column 1 nor column 2 use within the "OU(CDTIWRA)" and "R(D)" zones, which requires permission from the Board.

Planning Intention

- 4.2 This planning intention of the subject "OU(CDTIWRA)" zone is *intended to provide incentive for the restoration of degraded wetlands adjoining existing fish ponds through comprehensive residential and/or recreational development to include wetland restoration area. It is also intended to phase out existing sporadic open storage and port back-up uses on degraded wetlands. Any new building should be located farthest away from Deep Bay.*
- 4.3 This planning intention of the subject "R(D)" zone is *intended primarily for improvement and upgrading of existing temporary structures within the rural areas through redevelopment of exiting temporary structures into permanent buildings. It is also intended for low-rise, low density residential developments subject to planning permission from the Town Planning Board.*

Filling of Land Restrictions

- 4.4 According to the Remarks of the subject "OU(CDTIWRA)" and "R(D)" zones, any **filling of land**, including that to effect a change of use to any of those specified in Columns 1 and 2 above or the uses or developments always permitted under the covering Notes (except public works co-ordinated or implemented by Government, and maintenance, repair or rebuilding works), shall not be undertaken or continued on or after the date of the first publication in the Gazette of the notice of the interim development permission area plan without the permission from the Town Planning Board under section 16 of the Town Planning Ordinance.

Previous Application

- 4.5 There is no previous approved S.16 application in respect of the Site.

Similar Application

- 4.6 Similar applications (Nos. A/YL-NSW/121 and 178) for 'warehouse' use were previously approved by the Appeal Board on 22/9/2005 and the Board on 14/9/2007 respectively within the same "OU(CDTIWRA)" zone, hence, approval of the current

application is considered in line with the Board's previous decisions.

Land Status of the Site

- 4.7 The Site falls solely on private lot, i.e. *Lot 3719 S.C RP (Part) in D.D. 104* with total land area of 7,736 m² (about) of Old Schedule Lots held under the Block Government Lease **(Plan 3)**.
- 4.8 Since there is the restriction that no structure is allowed to be erected without the prior approval of the Government, the applicant will submit Short Term Waiver (STW) application to the Lands Department to make way for erection of the proposed structures at the Site respectively after planning approval has been obtained from the Board. No structure is proposed for domestic use.

5. DEVELOPMENT PROPOSAL

Development Details

- 5.1 The Site consists of an area of 7,736 m² (about). Details of development parameters are shown at **Table 2** below.

Table 2: Development Parameters of the Proposed Development

Application Site Area	7,736 m ² (about)
Covered Area	5,538 m ² (about)
Uncovered Area	2,198 m ² (about)
Plot Ratio	1.4 (about)
Site Coverage	72% (about)
Number of Structure	2
Total GFA	10,931 m ² (about)
- Domestic GFA	Not applicable
- Non-Domestic GFA	10,931 m ² (about)
Building Height	7 m – 13m (about)
No. of Storey	1 – 2

- 5.2 A total of two structures are proposed at the Site for warehouse for storage of vehicles, site office, washroom and rain shelter for L/UL activities with total GFA of 10,931 m² (about), the remaining area is reserved for parking and L/UL spaces and circulation area (**Plan 9**). Details of structures are shown at **Table 3** below:

Table 3: Details of Proposed Structures

Structure	Use	Covered Area	GFA	Building Height
B1	Warehouses For Storage of Vehicles, Site Office, Washroom	5,393 m ²	10,786 m ²	13 m (2-storey)
B2	Rain Shelter for L/UL Activities	145 m ²	145 m ²	7 m (1-storey)
Total		5,538 m² (about)	10,931 m² (about)	-

Filling of Land at the Site

- 5.3 The Site is proposed to be filled wholly with concrete (of not more than 0.2 m in depth) for site formation of structures, parking, L/UL spaces and circulation area (**Plan 10**). As the Site currently consists of soiled ground and partially hard-paved, concrete site

formation is required to provide a relatively flat surface for erection of structures and circulation purpose. Therefore, the proposed filling of land at the Site is considered necessary and that has been kept to minimal to meet the operational needs of the proposed development. The applicant will reinstate the Site to an amenity area after the planning approval period.

Operation Mode

- 5.4 The Site will be used as warehouse for storage of about 200 new vehicles including private cars, taxis, light goods vehicles and light buses, which are the same as those in the original premises. The operation hours of the proposed development are Monday to Saturday from 07:00 to 20:00. There is no operation on Sunday and public holiday.
- 5.5 It is estimated that the Site would be able to accommodate about 8 staff. The ancillary facilities (i.e. office, washroom etc.) is intended to provide indoor workspace for administrative staff to support the daily operation of the Site. As no shopfront is proposed at the Site, visitor is not anticipated at the Site.

No Traffic Impact

- 5.6 The Site is accessible from Kam Pok Road East via Kam Pok Road (**Plan 1**). One 11 m (about) wide ingress/egress is provided at northwestern part of the Site (**Plan 9**). A total of 6 parking and L/UL spaces are provided at the Site, details of spaces are provided at **Table 4** below:

Table 4: Parking and L/UL Provisions

Type of Parking Space:	Number of Space
Private Car (PC) Parking Space - 2.5 m (W) X 5 m (L)	4
Type of L/UL Space:	Number of Space
L/UL Space for Container Vehicle (CV) - 3.5 m (W) X 16 m (L)	2

- 5.7 Sufficient space is provided for vehicle to smoothly manoeuvre within the Site to ensure that no vehicle will be allowed to queue back to or reverse onto/from the Site to the public road (**Plans 11**). Staff is deployed to station at the ingress/egress of the Site to direct incoming/outgoing vehicle to enhance pedestrian safety. The breakdown of estimated trip generation and attraction of proposed development at AM and PM peak hours are provided at **Table 5** below:

Table 5: Estimated Trip Generation and Attraction of the Proposed Development

Time Period	Trip Generation and Attraction				
	PC		CV		2-Way Total
	In	Out	In	Out	
Trips at <u>AM</u> peak per hour (08:00 – 09:00)	4	0	0	0	4
Trips at <u>PM</u> peak per hour (17:00 – 18:00)	0	3	0	0	3
Traffic trip per hour (10:00 – 17:00)	0	0	1	1	2

- 5.8 As the number of vehicular trips generated and attracted by the proposed development are minimal, adverse traffic impact to the surrounding road network should not be anticipated.

No Adverse Environmental Impact

- 5.9 The applicant will strictly follow the 'Code of Practice on Handling the Environmental Aspects of Temporary Uses and Open Storage Sites' issued by Environmental Protection Department (EPD) to minimise adverse environmental impacts and nuisance to the surrounding area. The applicant will also comply with all environmental protection / pollution control ordinances, i.e. *Water Pollution Control Ordinance*, *Air Pollution Control Ordinance*, *Noise Control Ordinance* etc. at all times during the planning approval period.
- 5.10 During the construction stage, the applicant will follow the good practices stated in *Professional Persons Environmental Consultative Committee Practice Notes (ProPECC PNs) 2/23* to minimize the impact on the nearby watercourse water quality. Surface run-off from the construction phase will be discharged into storm drains through appropriately designed sand/silt removal facilities such as sand traps, silt traps, and sediment basins. Silt removal facilities, channels, and manholes will be maintained, and the deposited silt and grit will be removed on a regular basis, at the start and end of each rainstorm, to ensure that these facilities are always operational.
- 5.11 During the operation of the proposed development, the major source of wastewater will be sewage from toilets generated by staff. The applicant will implement good practices under *ProPECC PN 1/23* when designing on-site drainage system with the Site. Licensed collectors will be employed by the applicant to collect and dispose of sewage regularly, and the location of portable toilets are located away from the watercourse in the vicinity.

- 5.12 3 m buffer area is proposed along the northern boundary of the Site to separate the proposed development from the nearby dwellings. 2.5 m solid metal fencing wall will also be erected along the site boundary to minimize nuisance to the surrounding area. The boundary wall will be installed properly by licensed contractor to prevent misalignment of walls, to ensure that there is no gap or slit on boundary wall. In addition, maintenance will be conducted by the applicant on a regular basis.

No Landscape Impact

- 5.13 No old and valuable tree or protected species has been identified at the Site. Due to proposed hard-paving works for circulation purpose, majority of the Site area will be disturbed. The remaining area will be affected by the erection of structures; consequently, all existing trees will be affected, and it is not proposed to retain any of the existing trees at the Site.

No Drainage Impact

- 5.14 The applicant will submit a drainage proposal to mitigate potential drainage impact generated from the proposed development after planning approval has been granted from the Board. The applicant will implement the proposed drainage facilities at the Site once the drainage proposal is accepted by Drainage Services Department/the Board.

Fire Safety Aspect

- 5.15 The applicant will submit a fire service installations (FSIs) proposal to enhance fire safety of the Site. The applicant will implement the proposed FSIs at the Site once the proposal is accepted by Fire Services Department/the Board.

6. CONCLUSION

- 6.1 The current application is intended to facilitate the relocation of the applicant's business premises in HSK, which will be affected by the development of HSK/HT NDA (**Plans 4 to 6**). Whilst the applicant attempted to relocate his premises to a number of alternative sites in the New Territories, those sites were considered not suitable or impracticable (**Appendix II** and **Plan 7**). Since the applied use is the same as the affected business premises, approval of the application could facilitate relocation prior to land resumption, thereby minimizing the impact on the HSK/HT NDA implementation program.
- 6.2 Although the Site falls within area zoned as "OU(CDTIWRA)" and "R(D)" on the Draft Nam Sang Wai OZP No. S/YL-NSW/9, no existing pond nor wetland have been identified at the Site (**Plans 2 and 8**). Furthermore, the lot owner currently has no intention to develop the Site for long-term use. Therefore, approval of the current application on a temporary basis would not frustrate the long-term planning intentions of the "OU(CDTIWRA)" and "R(D)" zones and would better utilize deserted land in the New Territories.
- 6.3 The Site is surrounded by open storage yards, low-rise structures for warehouse and logistics centre; the proposed development is considered not incompatible with the surrounding areas. Furthermore, as the current application is intended to facilitate the development of the HSK/HT NDA, approval of the current application would not set an undesirable precedent within the "OU(CDTIWRA)" and "R(D)" zones and should be considered on its own merits.
- 6.4 The proposed development will not create significant nuisance to the surrounding areas. Adequate mitigation measures will be provided, i.e. submission of drainage, FSIs proposals etc. to mitigate any adverse impact arising from the proposed development. The applicant will also strictly follow the 'Code of Practice on Handling the Environmental Aspects of Temporary Uses and Open Storage Sites' by the EPD to minimize all possible environmental impacts on the nearby sensitive receivers.
- 6.5 In view of the above, the Board is hereby respectfully recommended to approve the subject application for '**Proposed Temporary Warehouse for Storage of New Vehicles with Ancillary Facilities for a Period of 3 Years and Associated Filling of Land**'.

R-riches Property Consultants Limited
December 2024

APPENDICES

Appendix I	Details of Original Premises
Appendix II	Details of Alternative Sites for Relocation

Appendix I

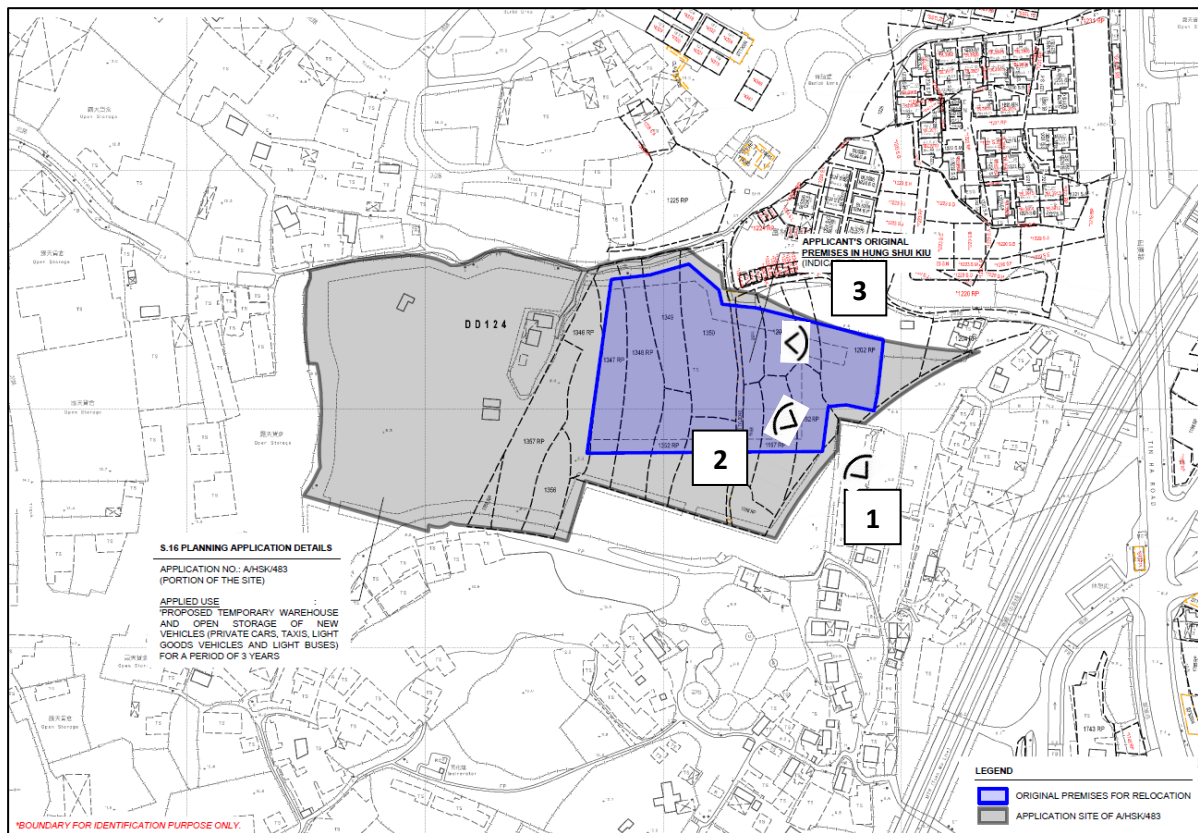
Details of Original Premises

Appendix I – Details of Original Premises

Company Name: **Zung Fu Company Limited**
(authorised Rich Valley Limited as applicant of the current application)

Details of Business Premises

Location: Various Lots in D.D. 124, Hung Shui Kiu, Yuen Long, New Territories
Use of Premises: Warehouse for Storage of New Vehicles

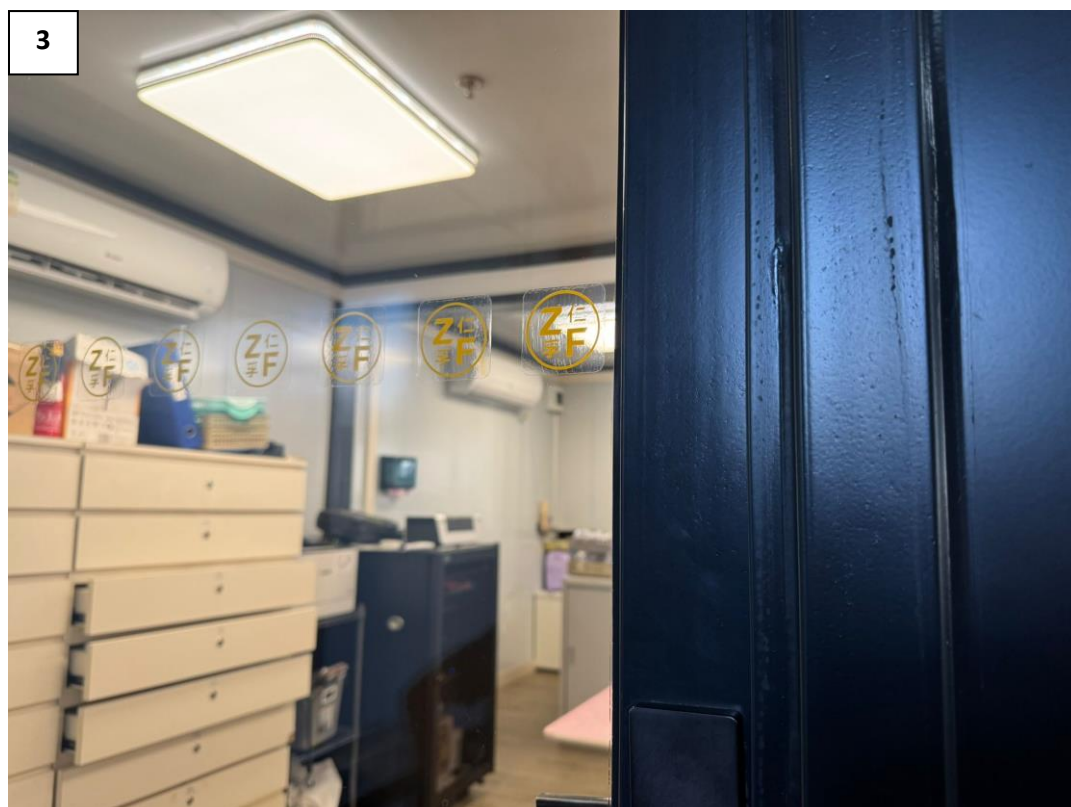


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Appendix II

Details of Alternative Sites for Relocation

Appendix II – Alternative Sites for the Relocation of the Applicant’s Original Premises in Pok Wai, Yuen Long, New Territories

Alternative Site / Application Site	Site 1	Site 2	Site 3	Site 4	Site 5	Application Site
Location	Various Lots in D.D. 93, Ma Tso Lung, New Territories	Various Lots in D.D. 99, Chau Tau, New Territories	Various Lots in D.D. 104, Ngau Tam Mei, Yuen Long, New Territories	Various Lots in D.D. 130, Lam Tei, Tuen Mun, New Territories	Various Lots in D.D. 135, Pak Nai, Yuen Long, New Territories	Lot 3719 S.C RP (Part) in D.D. 104, Pok Wai, Yuen Long, New Territories
Site Area	30,190 m ² (about)	4,242m ² (about)	3,930 m ² (about)	7,130 m ² (about)	13,320 m ² (about)	7,736 m ² (about)
Accessibility	Accessible from Ma Tso Lung Road via a local access	Accessible from Lok Ma Chau Road via a local access	Accessible from Lin Ma Hang Road via a local access	Accessible from Fuk Hang Tsuen Road via a local access	Accessible from Nim Wan Road via a local access	Accessible from Kam Pok Road East via Kam Pok Road
Distance from Original Premises	21.4 km (about) from the original premises	18.7 km (about) from the original premises	17.8 km (about) from the original premises	3.5 km (about) from the original premises	9.5 km (about) from the original premises	12.6 km (about) from the original premises
Outline Zoning Plan	Approved Ma Tso Lung and Hoo Hok Wai OZP No. S/NE-MTL/3	Approved San Tin Technopole OZP No. S/STT/2	Draft Ngau Tam Mei OZP No. S/YL-NTM/13	Approved Lam Tei and Yick Yuen OZP No. S/TM-LTY/12	Approved Sheung Pak Nai and Ha Pak Nai OZP No. S/YL-PN/9	Draft Nam Sang Wai OZP No. S/YL-NSW/9
Zoning	“Conservation Area (1)”	“Other Specified Uses” Annotated “Innovation Technology”	“Comprehensive Development Area”	“Comprehensive Development Area”	“Coastal Protection Area”	“Other Specified Uses” annotated “Comprehensive Development to Include Wetland Restoration Area” and “Residential (Group D)” zones
Existing Condition	Mostly vacant, covered by vegetation and occupied by fishpond.	Generally flat, partially covered by vegetation and occupied by vacant temporary structures.	Hard paved and occupied by temporary structures	Hard paved and occupied by temporary structures	Occupied by temporary structures and fishponds	Hard-paved and currently occupied by open storage use
Surrounding Area	Surrounded by vegetation, pond, some GIC uses and residential use	Surrounded by vehicle park, temporary structures for storage, workshop and agricultural uses; and vacant land covered by vegetation and hard-paving	Surrounded by vehicle repair workshop, holiday camp site, and residential use	Surrounded by warehouse, workshop, logistic centre and land covered by residential use	Surrounded by fishpond and some temporary structures	Surrounded by storage yards, structures for warehouse and logistic centre.
Suitability for Relocation	<u>Not suitable</u> for relocation <ul style="list-style-type: none"> - 328% <u>larger</u> than the original premises - Within the closed area - Falls within the “Conservation Area” zone - Tenancy for portion of the site is not feasible - Not compatible with the surrounding area 	<u>Suitable</u> for relocation: <ul style="list-style-type: none"> - 40% <u>smaller</u> than the original premises - No active agricultural activities - Not incompatible with the surrounding area 	<u>Not suitable</u> for relocation <ul style="list-style-type: none"> - 44% <u>smaller</u> than the original premises - Tree felling is required. - Nearby residential development - Not compatible with the surrounding area 	<u>Not suitable</u> for relocation <ul style="list-style-type: none"> - 0.1% <u>larger</u> than the original premises - Not compatible with the surrounding area - Tenancy for portion of the site is not feasible 	<u>Not suitable</u> for relocation <ul style="list-style-type: none"> - 89% <u>larger</u> than the original premises - Falls within the “Coastal Protection Area” zone - Active agricultural activities - Not compatible with the surrounding area 	<u>Comparatively Suitable</u> for relocation: <ul style="list-style-type: none"> - The Site area is similar as the original premises. - Relatively flat and occupied by the applied use - Not incompatible with the surrounding area

LIST OF PLANS

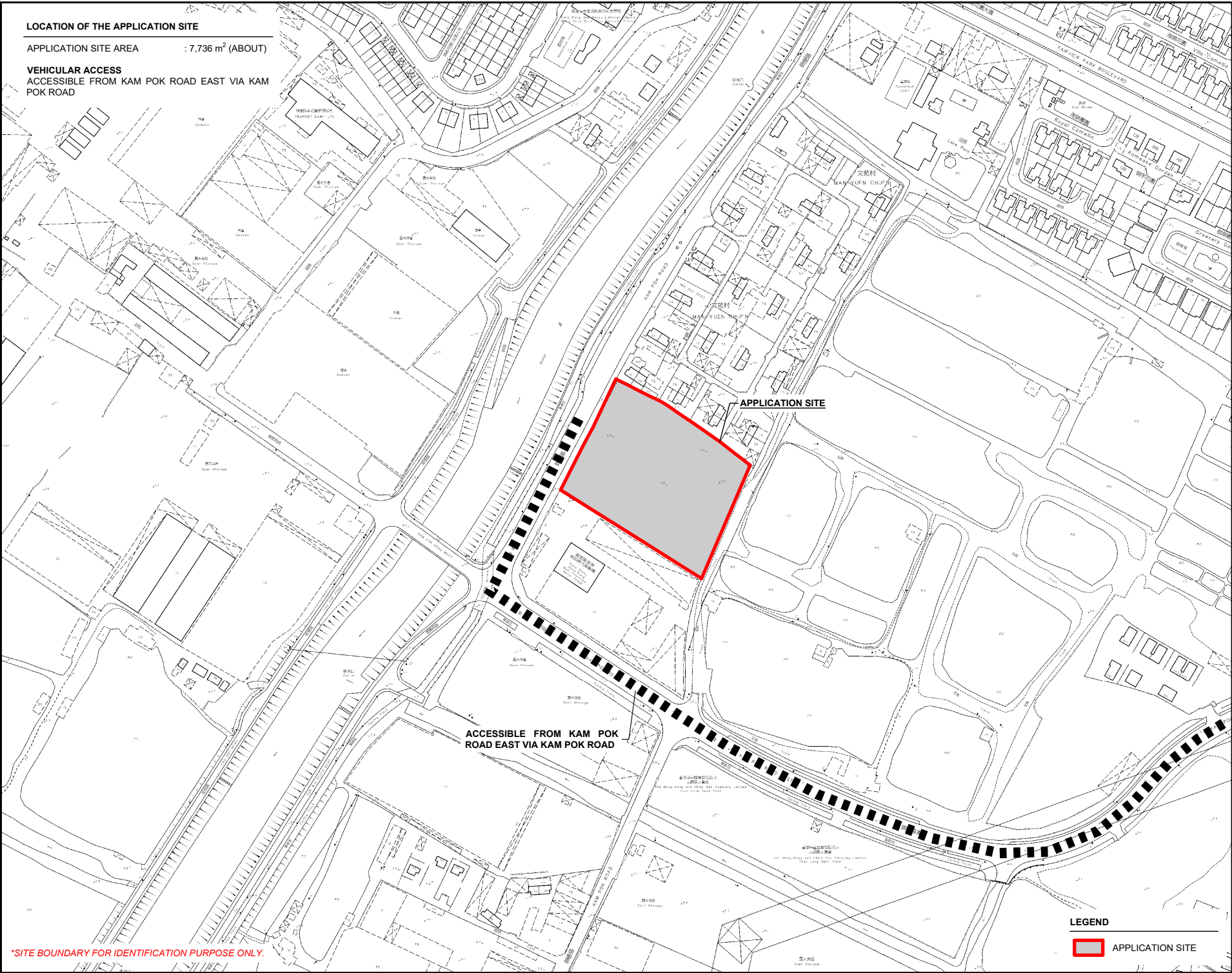
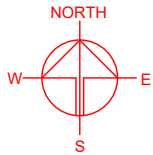
Plan 1	Location Plan
Plan 2	Plan showing the Zoning of the Site
Plan 3	Plan showing the Land Status of the Site
Plan 4	Original Premises – Location
Plan 5	Original Premises – Zoning
Plan 6	HSK/HT NDA Land Resumption Plan
Plan 7	Plan showing Alternative Sites for Relocation
Plan 8	Aerial Photos
Plan 9	Layout Plan
Plan 10	Plan showing Filling of Land at the Site
Plan 11	Swept Path Analysis

LOCATION OF THE APPLICATION SITE

APPLICATION SITE AREA : 7,736 m² (ABOUT)

VEHICULAR ACCESS

ACCESSIBLE FROM KAM POK ROAD EAST VIA KAM POK ROAD



*SITE BOUNDARY FOR IDENTIFICATION PURPOSE ONLY.

PLANNING CONSULTANT



PROJECT

PROPOSED TEMPORARY
WAREHOUSE FOR STORAGE OF
NEW VEHICLES WITH
ANCILLARY FACILITIES FOR A
PERIOD OF 3 YEARS AND
ASSOCIATED FILLING OF LAND

SITE LOCATION

LOT 3719 S.C RP (PART) IN D.D.
104, POK WAI, YUEN LONG, NEW
TERRITORIES

SCALE

1 : 3000 @ A4

DRAWN BY

MN

DATE

28.10.2024

REVISED BY

DATE

APPROVED BY

DATE

DWG. TITLE

LOCATION PLAN

DWG NO.

PLAN 1

VER.

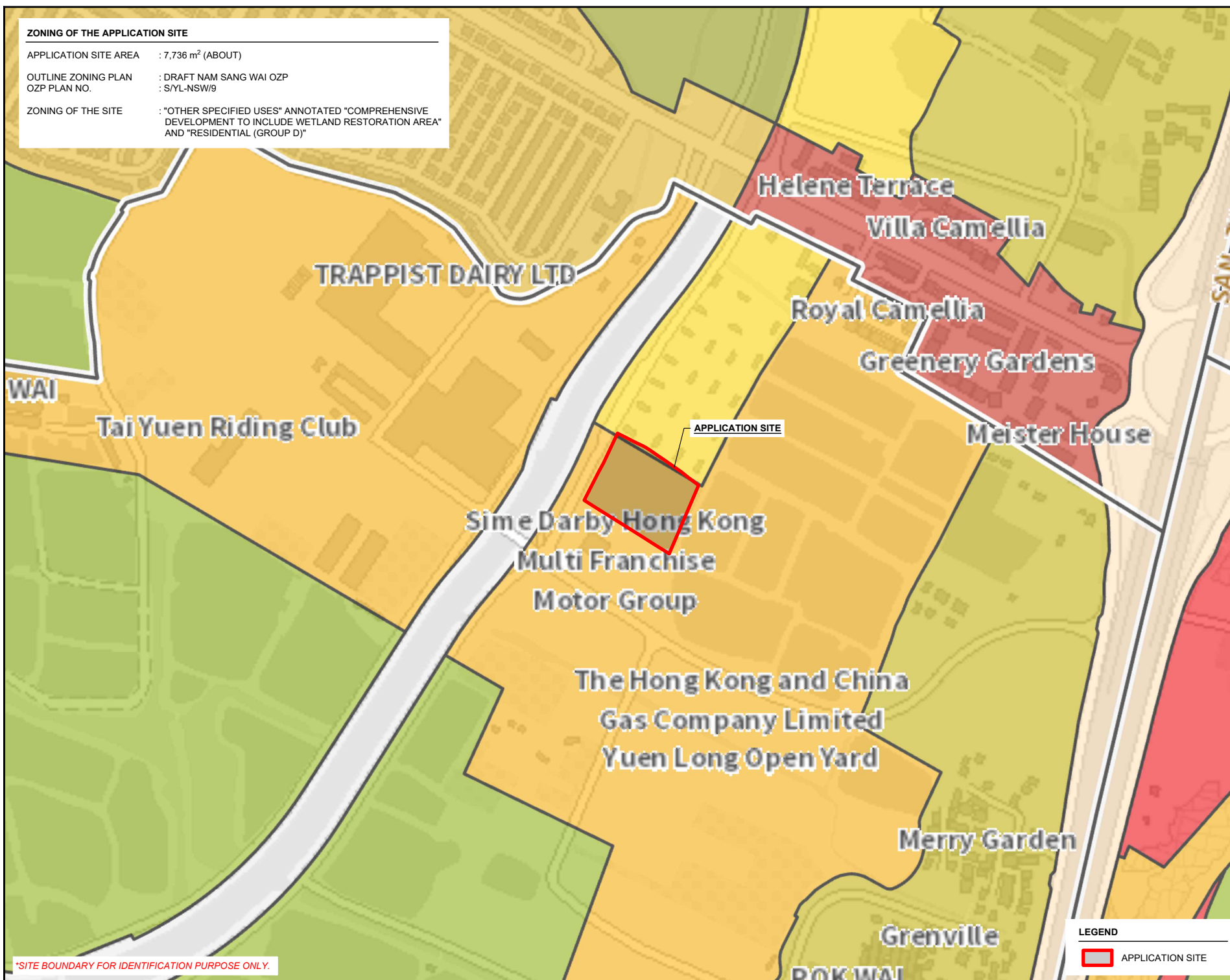
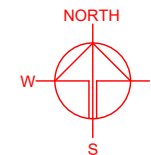
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ZONING OF THE APPLICATION SITE

APPLICATION SITE AREA : 7,736 m² (ABOUT)

OUTLINE ZONING PLAN : DRAFT NAM SANG WAI OZP
OZP PLAN NO. : S/YL-NSW/9

ZONING OF THE SITE : "OTHER SPECIFIED USES" ANNOTATED "COMPREHENSIVE
DEVELOPMENT TO INCLUDE WETLAND RESTORATION AREA"
AND "RESIDENTIAL (GROUP D)"



*SITE BOUNDARY FOR IDENTIFICATION PURPOSE ONLY.

LEGEND

 APPLICATION SITE

PLANNING CONSULTANT



PROJECT

PROPOSED TEMPORARY
WAREHOUSE FOR STORAGE OF
NEW VEHICLES WITH
ANCILLARY FACILITIES FOR A
PERIOD OF 3 YEARS AND
ASSOCIATED FILLING OF LAND

SITE LOCATION

LOT 3719 S.C RP (PART) IN D.D.
104, POK WAI, YUEN LONG, NEW
TERRITORIES

SCALE

1 : 5000 @ A4

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28.10.2024

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DWG. TITLE

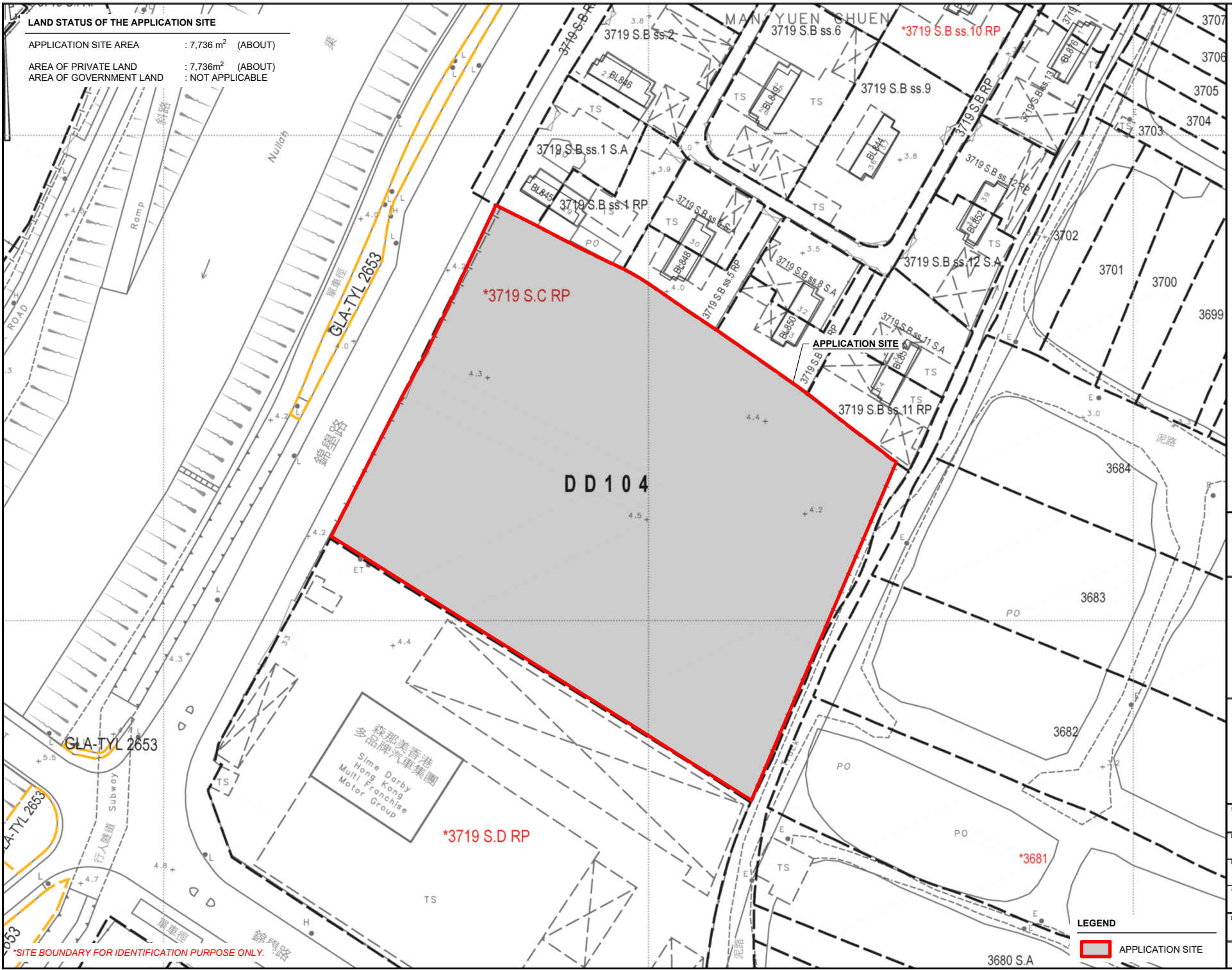
ZONING OF THE SITE

DWG NO.

PLAN 2

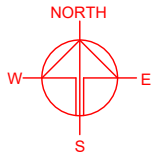
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LAND STATUS OF THE APPLICATION SITE

APPLICATION SITE AREA	: 7,736 m ² (ABOUT)
AREA OF PRIVATE LAND	: 7,736m ² (ABOUT)
AREA OF GOVERNMENT LAND	: NOT APPLICABLE



PLANNING CONSULTANT

R-Riches
Property Consultants Ltd.

PROJECT

PROPOSED TEMPORARY WAREHOUSE FOR STORAGE OF NEW VEHICLES WITH ANCILLARY FACILITIES FOR A PERIOD OF 3 YEARS AND ASSOCIATED FILLING OF LAND

SITE LOCATION

LOT 3719 S.C RP (PART) IN D.D. 104, POK WAI, YUEN LONG, NEW TERRITORIES

SCALE

1 : 1000 @ A4

DRAWN BY	DATE
MN	28.10.2024
REVISED BY	DATE
APPROVED BY	DATE

DWG. TITLE

LAND STATUS OF THE SITE

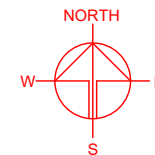
DWG NO.	VER.
PLAN 3	001

LEGEND

APPLICATION SITE

*SITE BOUNDARY FOR IDENTIFICATION PURPOSE ONLY.

AREA OF THE ORIGINAL PREMISES : 7,050 m² (ABOUT)
GROSS FLOOR AREA OF THE PREMISES : 4,669 m² (ABOUT)



**APPLICANT'S ORIGINAL
PREMISES IN HUNG SHUI KIU
(INDICATIVE ONLY)**

APPLIED USE :
PROPOSED TEMPORARY WAREHOUSE
AND OPEN STORAGE OF NEW
VEHICLES (PRIVATE CARS, TAXIS, LIGHT
GOODS VEHICLES AND LIGHT BUSES)
FOR A PERIOD OF 3 YEARS

*BOUNDARY FOR IDENTIFICATION PURPOSE ONLY.

PLANNING CONSULTANT



PROJECT

PROPOSED TEMPORARY
WAREHOUSE FOR STORAGE OF
NEW VEHICLES WITH
ANCILLARY FACILITIES FOR A
PERIOD OF 3 YEARS AND
ASSOCIATED FILLING OF LAND

SITE LOCATION

LOT 3719 S.C RP (PART) IN D.D.
104, POK WAI, YUEN LONG, NEW
TERRITORIES

SCALE
1 : 1000 @ A4

DRAWN BY	DATE
MN	28.10.2024

CHECKED BY	DATE
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APPROVED BY	DATE
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DWG. TITLE
OP (LOCATION PLAN)

DWG NO.	VER.
PLAN 4	001

LEGEND



ORIGINAL PREMISES FOR RELOCATION



APPLICATION SITE OF A/HSK/483

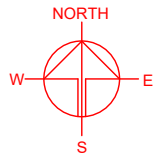
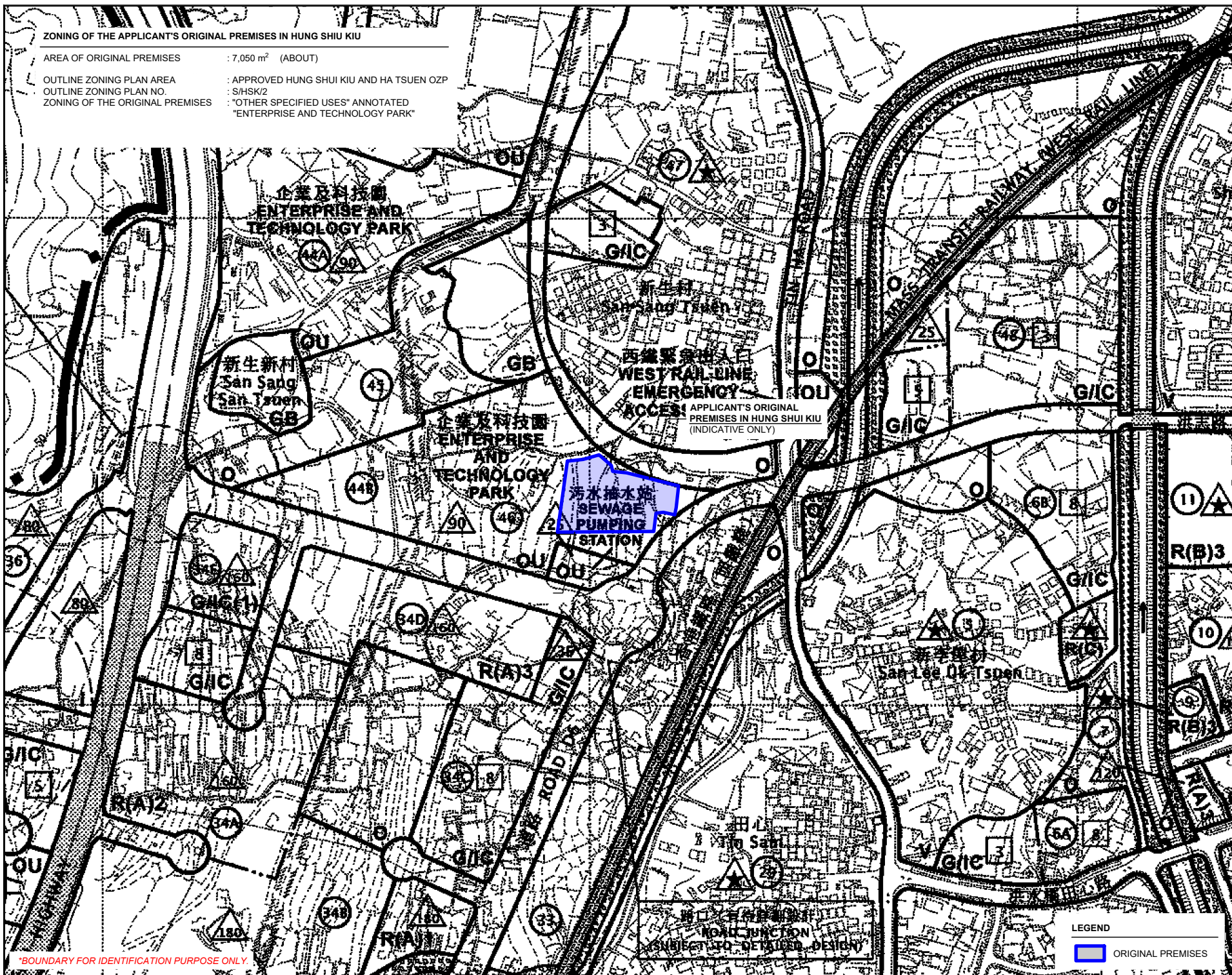
ZONING OF THE APPLICANT'S ORIGINAL PREMISES IN HUNG SHUI KIU

AREA OF ORIGINAL PREMISES : 7,050 m² (ABOUT)

OUTLINE ZONING PLAN AREA : APPROVED HUNG SHUI KIU AND HA TSUEN OZP

OUTLINE ZONING PLAN NO. : SHSK/2

ZONING OF THE ORIGINAL PREMISES : "OTHER SPECIFIED USES" ANNOTATED "ENTERPRISE AND TECHNOLOGY PARK"



PLANNING CONSULTANT



PROJECT

PROPOSED TEMPORARY WAREHOUSE FOR STORAGE OF NEW VEHICLES WITH ANCILLARY FACILITIES FOR A PERIOD OF 3 YEARS AND ASSOCIATED FILLING OF LAND

SITE LOCATION

LOT 3719 S.C RP (PART) IN D.D. 104, POK WAI, YUEN LONG, NEW TERRITORIES

SCALE

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DATE

APPROVED BY

DATE

DWG. TITLE

OP (LOCATION PLAN)

DWG NO.

PLAN 5

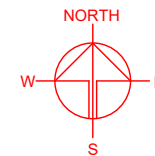
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PHASING OF DEVELOPMENT OF HUNG SHUI KIU / HA TSUEN NEW DEVELOPMENT AREA

AREA OF THE ORIGINAL PREMISES : 7,050 m² (ABOUT)

PHASING OF DEVELOPMENT : REMAINING PHASE DEVELOPMENT



APPLICANT'S ORIGINAL PREMISES IN HUNG SHUI KIU (INDICATIVE ONLY)

圖例 LEGEND

洪水橋 / 厦村新發展區界線
BOUNDARY OF HUNG SHUI KIU / HA TSUEN NEW DEVELOPMENT AREA

第一期發展
FIRST PHASE DEVELOPMENT

第二期發展 *
SECOND PHASE DEVELOPMENT *

餘下發展 *
REMAINING PHASE DEVELOPMENT *

* 工程範圍會在詳細設計中再作檢討。
PROPOSED WORKS SCOPE WILL BE REVIEWED IN THE DETAILED DESIGN.

*BOUNDARY FOR IDENTIFICATION PURPOSE ONLY.

LEGEND

ORIGINAL PREMISES

PLANNING CONSULTANT



PROJECT

PROPOSED TEMPORARY WAREHOUSE FOR STORAGE OF NEW VEHICLES WITH ANCILLARY FACILITIES FOR A PERIOD OF 3 YEARS AND ASSOCIATED FILLING OF LAND

SITE LOCATION

LOT 3719 S.C RP (PART) IN D.D. 104, POK WAI, YUEN LONG, NEW TERRITORIES

SCALE

1 : 5000 @ A4

DRAWN BY

MN

DATE

7.11.2024

CHECKED BY

DATE

APPROVED BY

DATE

DWG. TITLE

LAND RESUMPTION PLAN

DWG NO.

PLAN 6

VER.

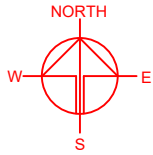
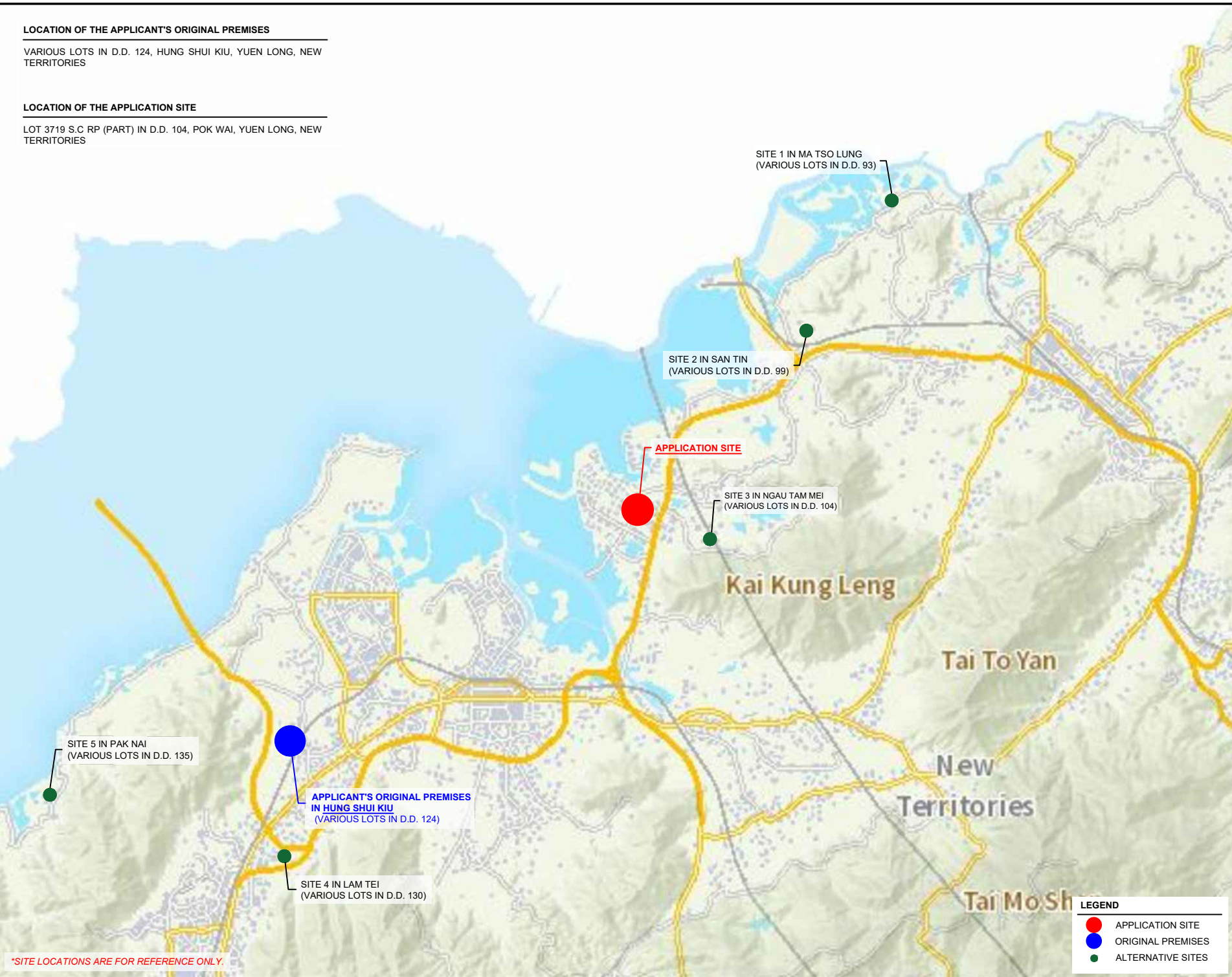
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LOCATION OF THE APPLICANT'S ORIGINAL PREMISES

VARIOUS LOTS IN D.D. 124, HUNG SHUI KIU, YUEN LONG, NEW TERRITORIES

LOCATION OF THE APPLICATION SITE

LOT 3719 S.C RP (PART) IN D.D. 104, POK WAI, YUEN LONG, NEW TERRITORIES



PLANNING CONSULTANT



PROJECT

PROPOSED TEMPORARY WAREHOUSE FOR STORAGE OF NEW VEHICLES WITH ANCILLARY FACILITIES FOR A PERIOD OF 3 YEARS AND ASSOCIATED FILLING OF LAND

SITE LOCATION

LOT 3719 S.C RP (PART) IN D.D. 104, POK WAI, YUEN LONG, NEW TERRITORIES

SCALE

INDICATIVE ONLY

DRAWN BY LT DATE 21.11.2024

CHECKED BY DATE

APPROVED BY DATE

LEGEND

- APPLICATION SITE
- ORIGINAL PREMISES
- ALTERNATIVE SITES

DWG. TITLE

ALTERNATIVE SITES

DWG NO. PLAN 7 VER. 001

EXISTING CONDITION OF THE APPLICATION SITE

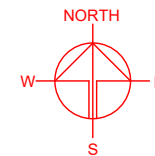
APPLICATION SITE AREA : 7,736 m² (ABOUT)

AERIAL PHOTO NO. : E218050C

DATE OF PHOTO : 25/2/2024

SOURCE OF AERIAL PHOTO : SURVEY & MAPPING OFFICE, LANDSD

APPLICATION SITE



PLANNING CONSULTANT



PROJECT

PROPOSED TEMPORARY
WAREHOUSE FOR STORAGE OF
NEW VEHICLES WITH
ANCILLARY FACILITIES FOR A
PERIOD OF 3 YEARS AND
ASSOCIATED FILLING OF LAND

SITE LOCATION

LOT 3719 S.C RP (PART) IN D.D.
104, POK WAI, YUEN LONG, NEW
TERRITORIES

SCALE

1 : 1500 @ A4

DRAWN BY

MN

DATE

7.11.2024

CHECKED BY

DATE

APPROVED BY

DATE

LEGEND



APPLICATION SITE

DWG. TITLE

AERIAL PHOTO OF THE SITE

DWG NO.

PLAN 8

VER.

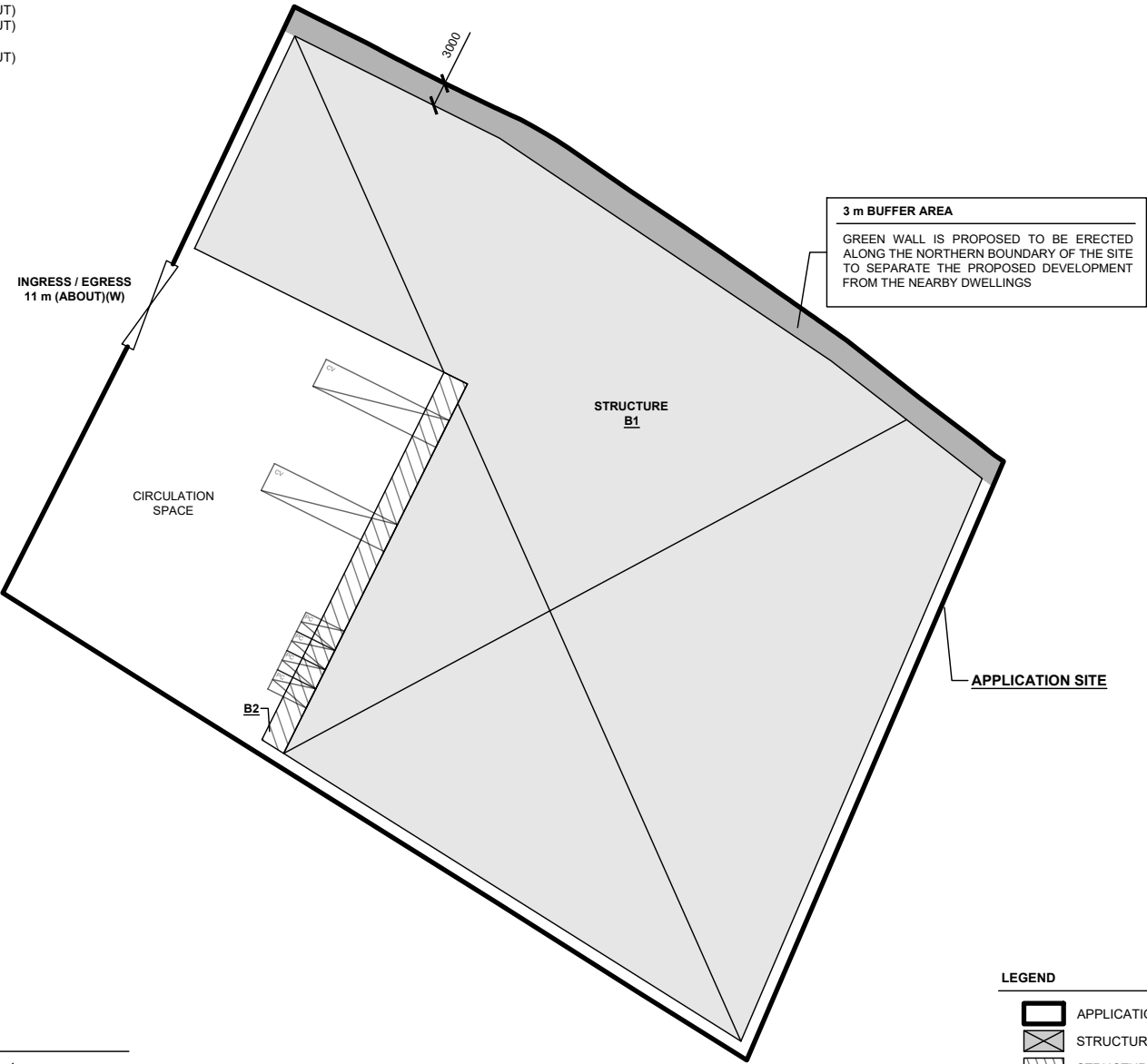
001

*SITE BOUNDARY FOR IDENTIFICATION PURPOSE ONLY.

DEVELOPMENT PARAMETERS

APPLICATION SITE AREA	: 7,736 m ²	(ABOUT)
COVERED AREA	: 5,538 m ²	(ABOUT)
UNCOVERED AREA	: 2,198 m ²	(ABOUT)
PLOT RATIO	: 1.4	(ABOUT)
SITE COVERAGE	: 72 %	(ABOUT)
NO. OF STRUCTURE	: 2	
DOMESTIC GFA	: N/A	
NON-DOMESTIC GFA	: 10,931 m ²	(ABOUT)
TOTAL GFA	: 10,931 m ²	(ABOUT)
BUILDING HEIGHT	: 7 m - 13 m	(ABOUT)
NO. OF STOREY	: 1 - 2	

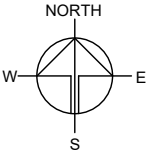
STRUCTURE	USE	COVERED AREA	GFA	BUILDING HEIGHT
B1	WAREHOUSE FOR STORAGE OF VEHICLES	5,393m ² (ABOUT)	10,786 m ² (ABOUT)	13 m (ABOUT)(2-STOREY)
B2	SITE OFFICE, WASHROOM RAIN SHELTER FOR L/UL ACTIVITIES	145 m ² (ABOUT)	145 m ² (ABOUT)	7 m (ABOUT)(1-STOREY)
TOTAL		5,538 m ² (ABOUT)	10,931 m ² (ABOUT)	



PARKING AND LOADING / UNLOADING PROVISIONS

NO. OF PRIVATE CAR PARKING SPACE	: 4
DIMENSION OF PARKING SPACE	: 5 m (L) x 2.5 m (W)
NO. OF L/UL SPACE FOR CONTAINER VEHICLE	: 2
DIMENSION OF L/UL SPACE	: 16 m (L) x 3.5 m (W)

LEGEND	
	APPLICATION SITE
	STRUCTURE (ENCLOSED)
	STRUCTURE (CANOPY)
	PARKING SPACE (PRIVATE CAR)
	L/UL SPACE (CONTAINER VEHICLE)
	INGRESS / EGRESS



PLANNING CONSULTANT



PROJECT

PROPOSED TEMPORARY
WAREHOUSE FOR STORAGE OF
NEW VEHICLES WITH
ANCILLARY FACILITIES FOR A
PERIOD OF 3 YEARS AND
ASSOCIATED FILLING OF LAND

SITE LOCATION

LOT 3719 S.C RP (PART) IN D.D.
104, POK WAI, YUEN LONG, NEW
TERRITORIES

SCALE

1 : 800 @ A4

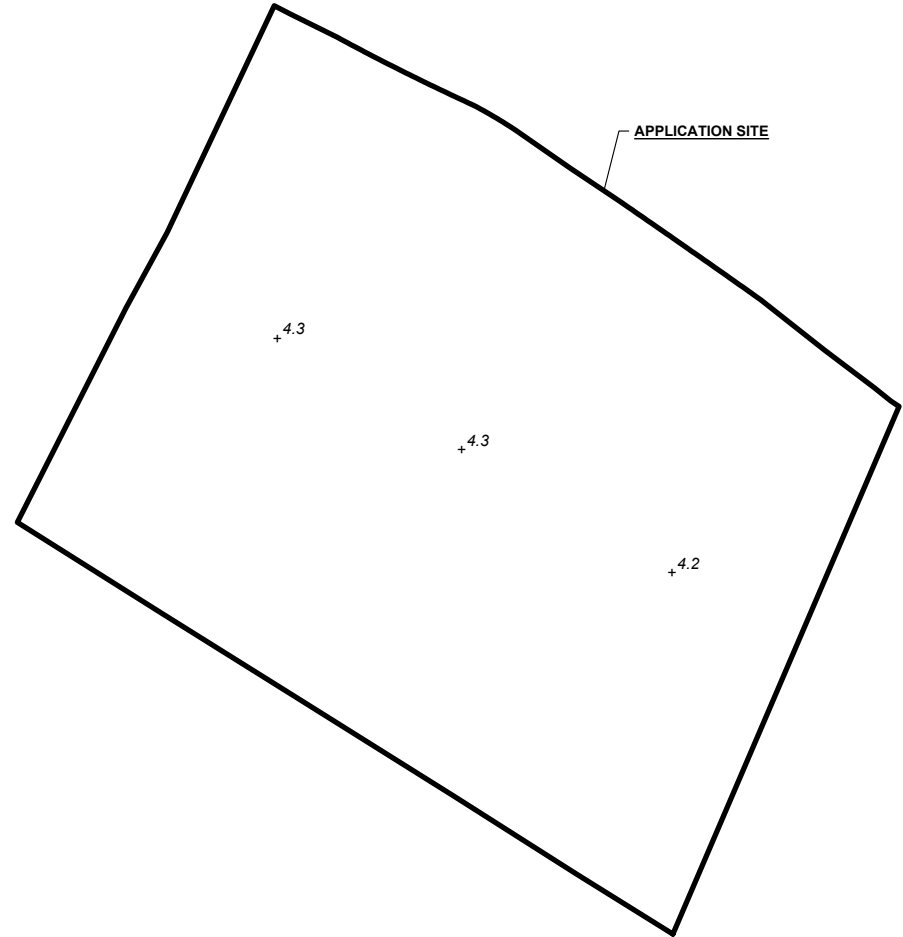
DRAWN BY	DATE
MN	28.10.2024
CHECKED BY	DATE
APPROVED BY	DATE

DWG. TITLE
LAYOUT PLAN

DWG NO.	VER.
PLAN 9	001

EXISTING CONDITION OF THE APPLICATION SITE

APPLICATION SITE AREA : 7,736 m² (ABOUT)
EXISTING GROUND SURFACE : SOILED GROUND AND PARTIALLY HARD-PAVED
EXISTING SITE LEVELS : +4.2 mPD TO +4.3 mPD (ABOUT)



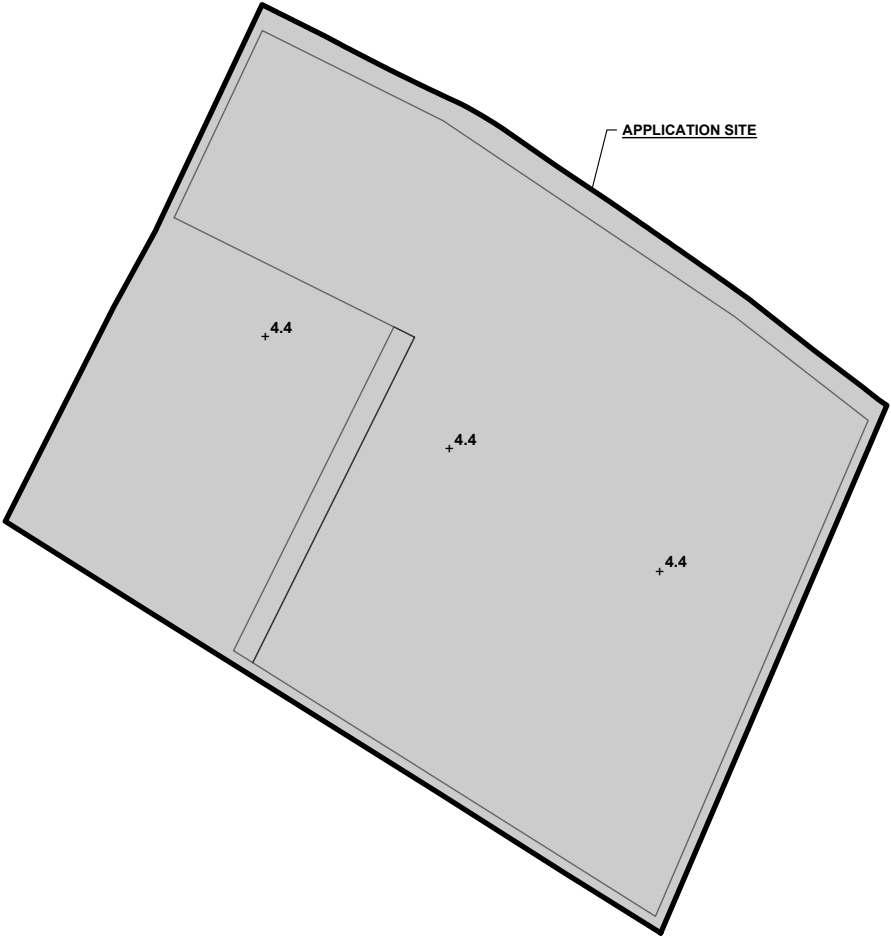
LEGEND

	APPLICATION SITE
	+10.2 EXISTING SITE LEVEL

*SITE LEVELS ARE FOR REFERENCE ONLY.
EXACT SITE LEVELS ARE SUBJECT TO DETAILED SURVEY.

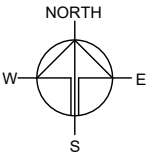
PROPOSED FILLING OF LAND AREA

APPLICATION SITE AREA : 7,736 m² (ABOUT)
COVERED BY STRUCTURE : NOT APPLICABLE (ABOUT)
PROPOSED FILLING AREA : 7,736 m² (ABOUT)
DEPTH OF LAND FILLING : NOT MORE THAN 0.2 m
PROPOSED SITE LEVELS : +4.4 mPD (ABOUT)
MATERIAL OF LAND FILLING : CONCRETE
USE : PARKING AND LOADING / UNLOADING SPACE,
SITE FORMATION OF STRUCTURE
AND CIRCULATION AREA



LEGEND

	APPLICATION SITE
	FILLING OF LAND AREA
	+10.2 PROPOSED SITE LEVEL



PLANNING CONSULTANT

R-Riches
Property Consultants Ltd.

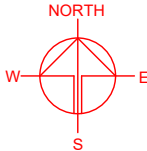
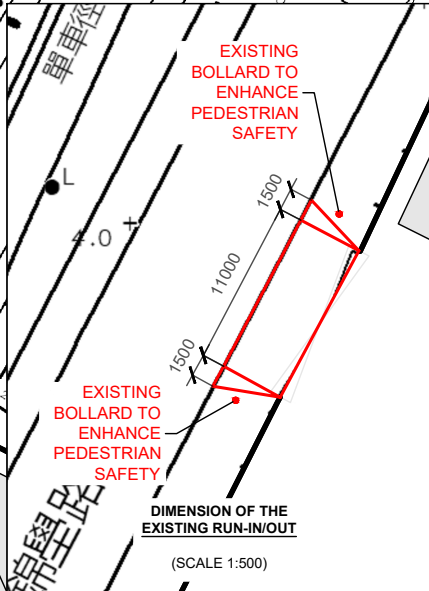
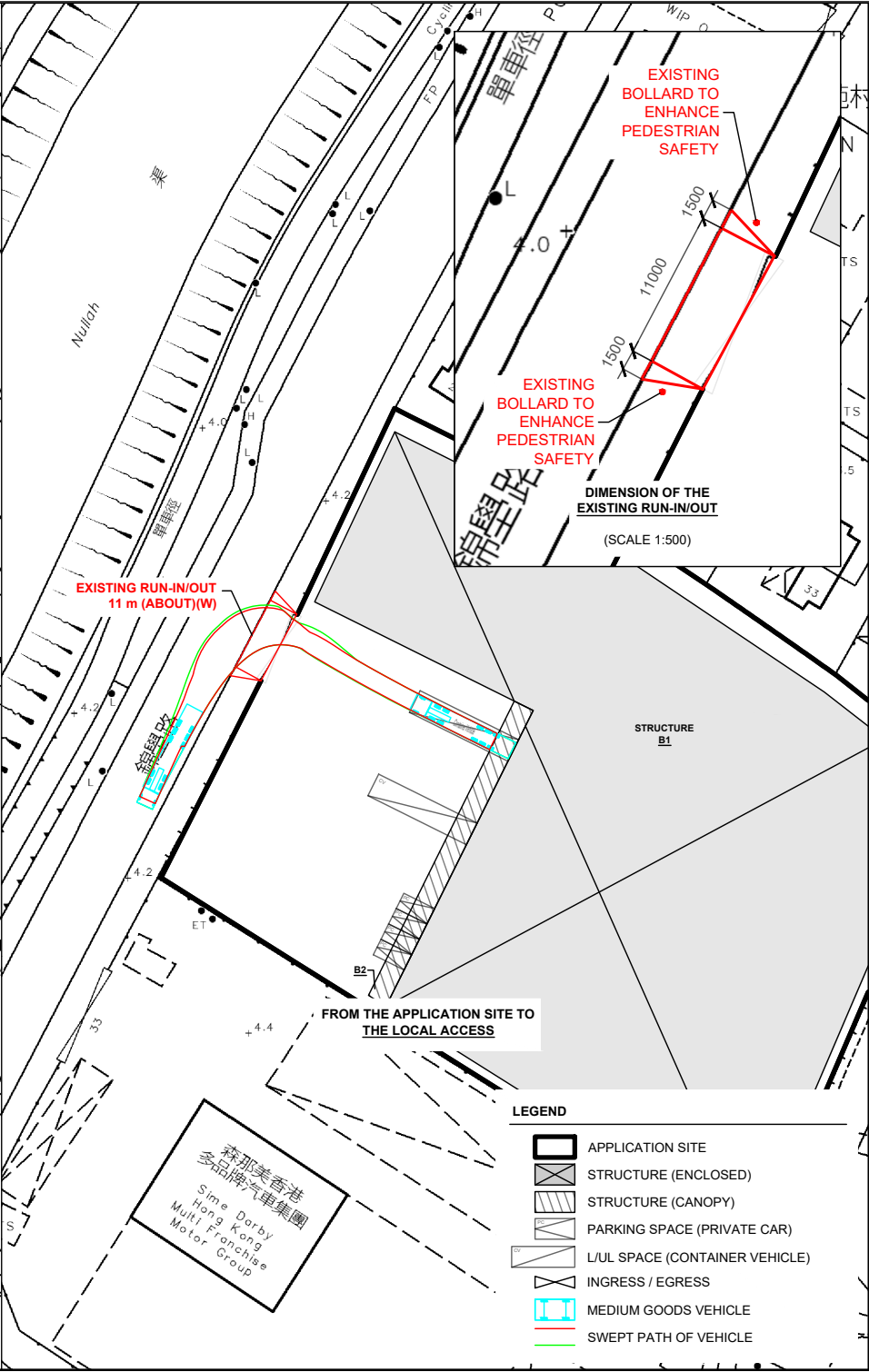
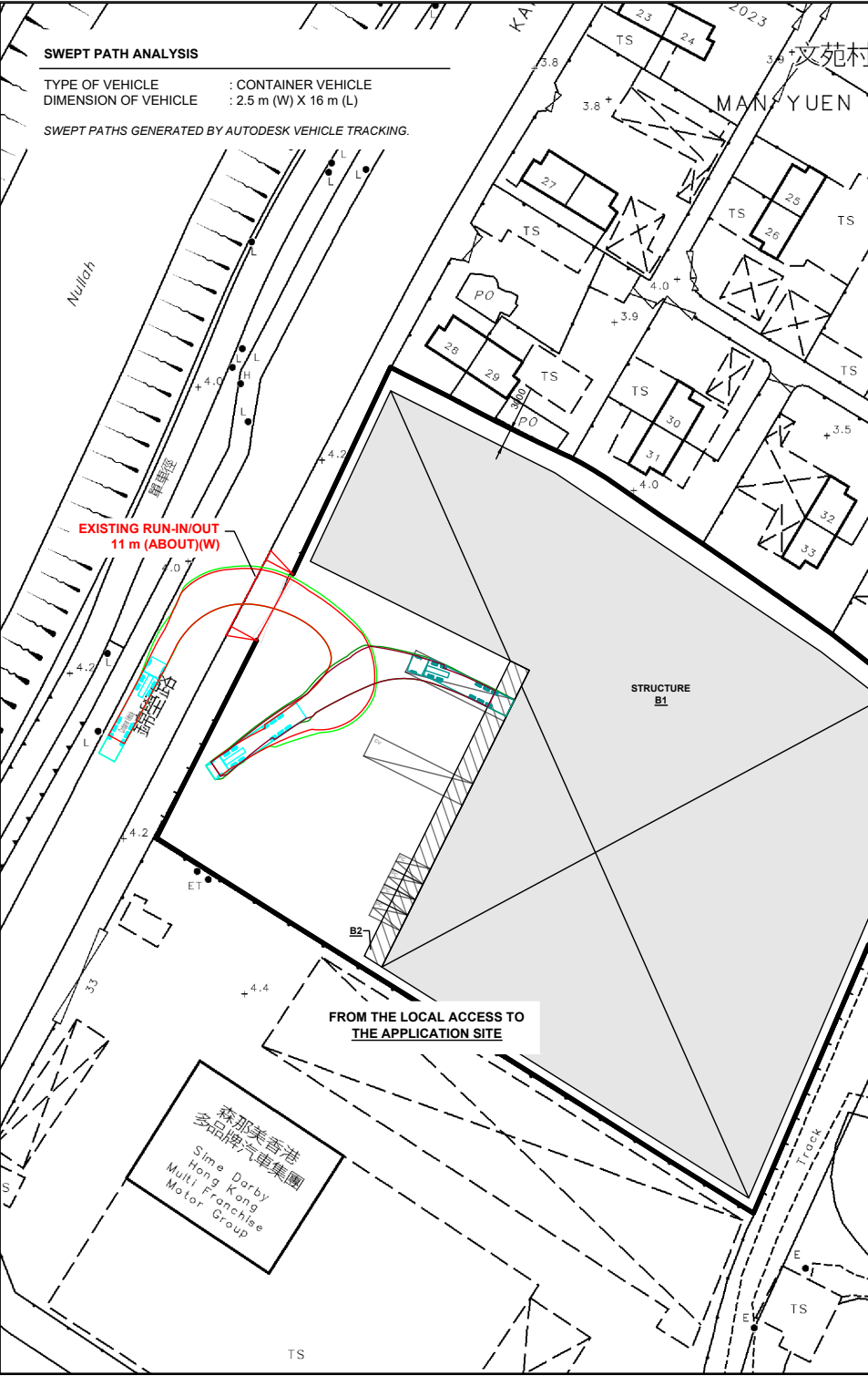
PROJECT

PROPOSED TEMPORARY WAREHOUSE FOR STORAGE OF NEW VEHICLES WITH ANCILLARY FACILITIES FOR A PERIOD OF 3 YEARS AND ASSOCIATED FILLING OF LAND

SITE LOCATION

LOT 3719 S.C RP (PART) IN D.D. 104, POK WAI, YUEN LONG, NEW TERRITORIES

SCALE	
1 : 1000 @ A4	
DRAWN BY	DATE
MN	28.10.2024
REVISED BY	DATE
APPROVED BY	DATE
DWG. TITLE	
FILLING OF LAND	
DWG NO.	VER.
PLAN 10	001



PLANNING CONSULTANT



PROJECT

PROPOSED TEMPORARY
WAREHOUSE FOR STORAGE OF
NEW VEHICLES WITH
ANCILLARY FACILITIES FOR A
PERIOD OF 3 YEARS AND
ASSOCIATED FILLING OF LAND

SITE LOCATION

LOT 3719 S.C RP (PART) IN D.D.
104, POK WAI, YUEN LONG, NEW
TERRITORIES

SCALE

1: 1000 @ A4

DRAWN BY

MN

DATE

28.10.2024

CHECKED BY

DATE

APPROVED BY

DATE

DWG. TITLE

SWEPT PATH ANALYSIS

DWG NO.

PLAN 11

VER.

001

LEGEND

- APPLICATION SITE
- STRUCTURE (ENCLOSED)
- STRUCTURE (CANOPY)
- PARKING SPACE (PRIVATE CAR)
- L/UL SPACE (CONTAINER VEHICLE)
- INGRESS / EGRESS
- MEDIUM GOODS VEHICLE
- SWEPT PATH OF VEHICLE



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Our Ref. : DD104 Lot 3719 S.C RP
Your Ref. : TPB/A/YL-NSW/337

The Secretary,
Town Planning Board,
15/F, North Point Government Offices,
333 Java Road,
North Point, Hong Kong

By Email

8 April 2025

Dear Sir,

1st Further Information

Proposed Temporary Warehouse for Storage of New Vehicles with Ancillary Facilities for a Period of 3 Years and Associated Filling of Land in “Other Specified Uses” annotated “Comprehensive Development to include Wetland Restoration Area” and “Residential (Group D)” zones, Lot 3719 S.C RP (Part) in D.D.104, Pok Wai, Yuen Long, New Territories

(S.16 Planning Application No. A/YL-NSW/337)

We are writing to submit Further Information to address departmental comments of the subject application (**Appendix I**).

Should you require more information regarding the application, please contact our [REDACTED] or the undersigned at your convenience.
Thank you for your kind attention.

Yours faithfully,

For and on behalf of
R-riches Property Consultants Limited

A handwritten signature in blue ink is positioned to the left of a circular blue ink stamp. The stamp contains the text 'R-RICHES PROPERTY CONSULTANTS LIMITED' around the perimeter and '卓物業顧問有限公司' in the center.

Louis TSE
Town Planner

cc DPO/FSYLE, Pland

(Attn.: Mr. Gary LAM
(Attn.: Ms. Anna TONG

email: gtllam@pland.gov.hk)
email: akytong@pland.gov.hk)



Responses-to-Comments

Proposed Temporary Warehouse for Storage of New Vehicles with Ancillary Facilities for a Period of 3 Years and Associated Filling of Land in "Other Specified Uses" annotated "Comprehensive Development to include Wetland Restoration Area" and "Residential (Group D)" Zones, Lot 3719 S.C RP (Part) in D.D. 104, Pok Wai, Yuen Long, New Territories

(Application No. A/YL-NSW/337)

(i) A RtoC Table:

Departmental Comments		Applicant's Responses
1. Comments of Chief Town Planner, Urban Design and Landscape, Planning Department (CTP/UD&L, PlanD) (Contact Person: Mr. Samuel HUI; Tel: 3565 3957)		
(a)	According to para. 5.13 of Executive Summary, all existing trees will be affected and it is not proposed to retain any of the existing trees at the Site. However, no tree information, proposed tree treatment and mitigation measure(s) are provided in the application.	The application site (the Site) currently consists of soiled ground and partially hard-paved. No tree has been identified within the Site. To enhance visual and landscape quality, peripheral planting with climbing species along the 2.5 m high solid metal fence wall will be adopted along the northern site boundary to separate the proposed development from the nearby dwellings.
2. Comments of District Planning Officer/Fanling, Sheung Shui & Yuen Long East, Planning Department (DPO/FSYLE, PlanD) (Contact Person: Mr. Gary LAM; Tel: 3168 4043)		
(a)	Please confirm that all items would be stored within fully enclosed structures, and no dangerous goods will be stored and no open storage or workshop activities will be carried out at the Site;	All good will be stored within fully enclosed structures within the Site. No dangerous goods will be stored and no open storage or workshop activities will be carried out within the Site.

S.16 Planning Application No. A/YL-NSW/337

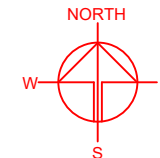
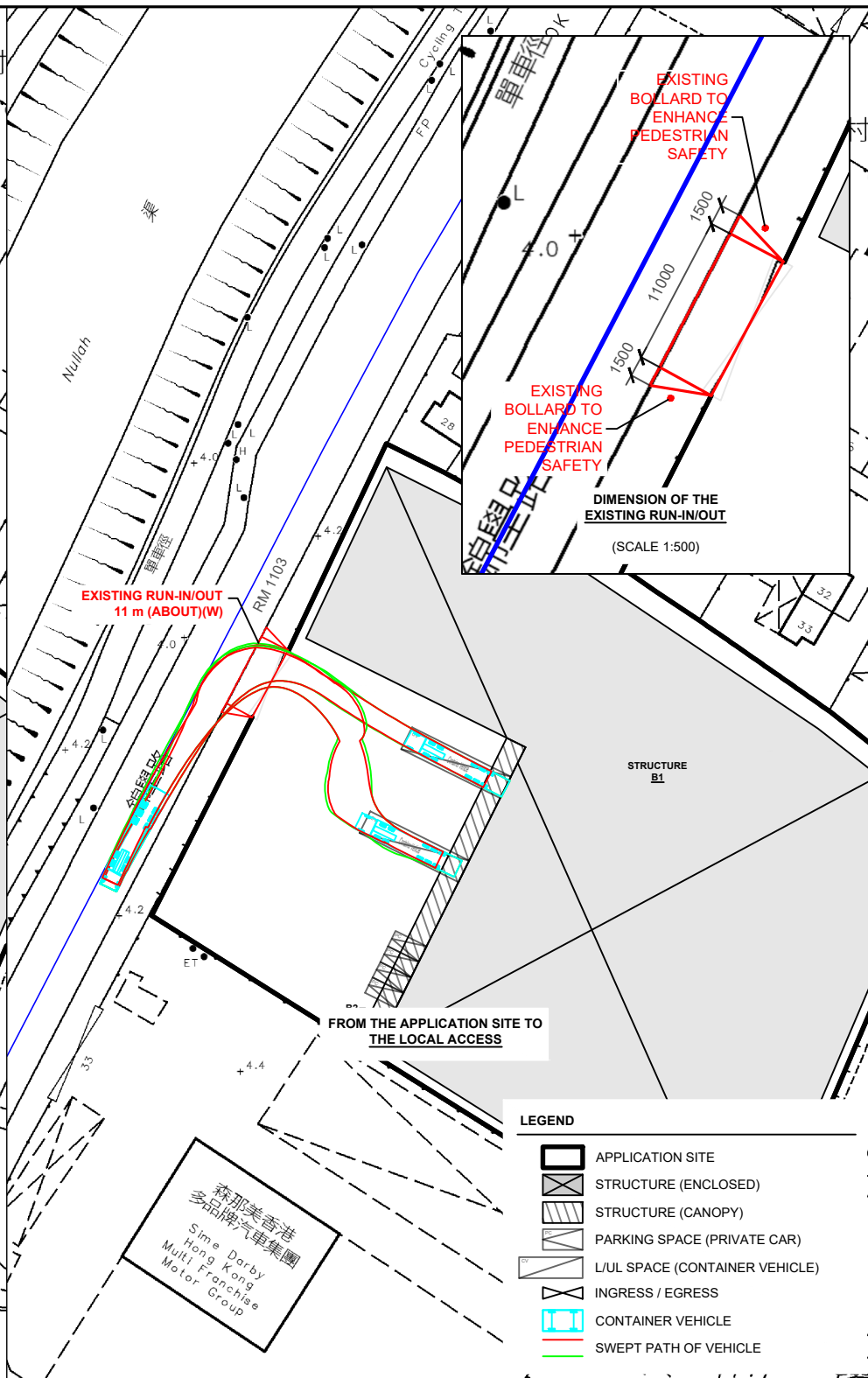
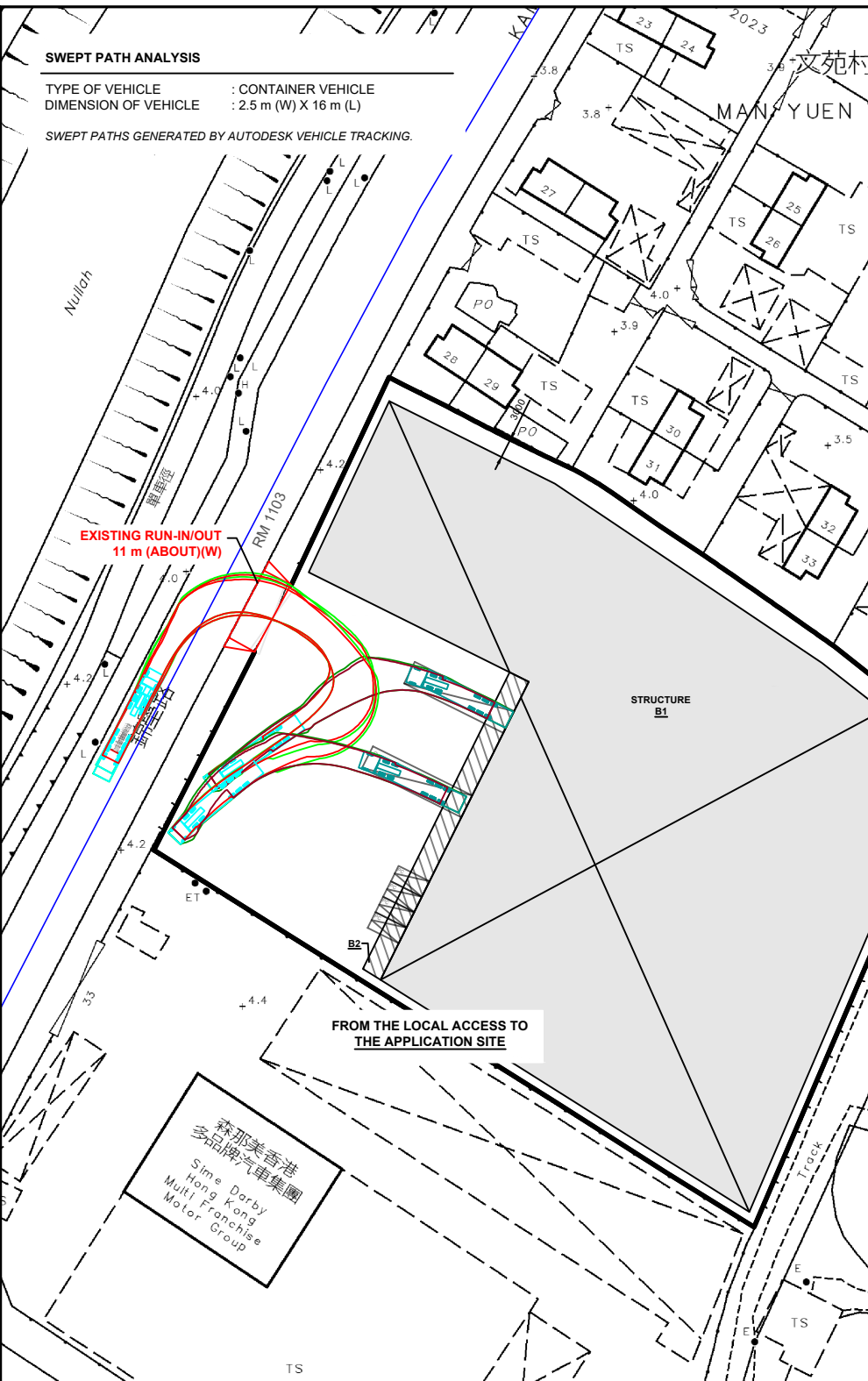
(b)	According to Plan 9, a green wall would be erected along the northern boundary of the Site. Please specify the height of the green wall; and	To enhance visual and landscape quality, peripheral planting with climbing species along the 2.5 m high solid metal fence wall will be adopted along the northern site boundary to separate the proposed development from the nearby dwellings.
(c)	Please confirm whether solid metal fence wall would be erected along the remaining boundaries of the Site. If so, please advise the details of the fence wall.	
3. Comments of District Lands Officer/Yuen Long, Lands Department (DLO/YL, LandsD) (Contact Person: Mr. WONG; Tel: 2443 3474)		
(a)	<u>Unauthorized structure(s) within the said private lots) covered by the planning application</u> There are unauthorized structures on the private lot no. 3719 S.C RP in D.D. 104. The lot owner(s) should immediately rectify/regularize the lease breaches and this office reserves the rights to take necessary lease enforcement action against the breaches without further notice.	Noted. The unauthorised structures erected on the concerned lot will be demolished by the applicant after planning approval has been obtained from the Town Planning Board (the Board). The applicant will submit Short Term Waiver (STW) application to rectify the applied use erected on the concerned lot after planning approval has been obtained from the Board. No structure is proposed for domestic use.
(b)	If the planning application is approved, the lot owner(s) shall apply to this office for a Short Term Waiver (STW) to permit the structure(s) erected within the said private lot. The application for STW will be considered by the Government in its capacity as a landlord and there is no guarantee that they will be approved. The application, if approved, will be subject to such terms and conditions including the payment of waiver fee and administrative fee as considered appropriate by LandsD.	

	Besides, given the proposed use is temporary in nature, only erection of temporary structure(s) will be considered.	
4. Comments of Commissioner for Transport (C for T) (Contact Person: Mr. Donald LEUNG; Tel: 2399 2778)		
(a)	Please advise the maximum number of new vehicles to be stored in the subject site.	The Site will be used as warehouse for storage of about 200 new vehicles including private cars, taxis, light goods vehicles and light buses within the Site, which are the same as those in the applicant's original affected business premises in Hung Shui Kiu.
(b)	Please update the swept path analysis by adding RM1103 "Centre Line" of Kam Pok Road to demonstrate no vehicles would encroach into the opposite lane when vehicle leaving the site.	Swept path analysis with "Centre line" of Kam Pok Road and the most critical scenario of container parking is attached in Plan 1 for your consideration. Sufficient space is provided for vehicles to smoothly manoeuvre within the Site. Although the swept path analysis of container vehicle will encroach slightly onto the opposite traffic lane when egressing from the proposed development and making a left-turn, it is envisaged that the time required for encroachment will be very short. Also, the alignment of section Kam Pok Road outside the proposed development is straight, and clear sightline could be provided for the proposed run-in/out of the proposed development. Hence it is considered that the arrangement proposed run-in/out is acceptable from traffic engineering point of view.
(c)	Please provide the most critical scenario of container vehicle parking to demonstrate smooth manoeuvring of vehicles could be achieved.	
(d)	The delivery of new vehicles to the subject site shall be carried out in off-peak hour (10:00 - 16:00).	Noted. The delivery of new vehicles to the Site will only be carried out during the off-peak hour (i.e. 10:00 – 16:00).
(e)	Should vehicles under the captioned application use Fairview Park Boulevard as site access, the applicant should seek consent	Noted. The applicant will liaise with the management party of Fairview Park Boulevard on the right of using the access after planning approval has been obtained from the Board.

	from the management party of Fairview Park Boulevard on the right of using the access.	
(f)	Given a wide run-in is proposed in the subject site and the access of heavy vehicles, the applicant should recommend necessary measures, such as provision of amber revolving lanterns at the site entrance, to enhance both pedestrian and road safety.	No gate is proposed at the Site's ingress/egress to facilitate the smooth entry of vehicles onto the Site. Amber revolving lanterns will be provided at the site entrance. Besides, staff will be deployed at the ingress/egress to direct incoming and outgoing container vehicle. 'BEWARE OF HEAD ON TRAFFIC' and 'BEWARE OF PEDESTRIAN' signs will also be provided at the Site's ingress/egress to enhance road and pedestrian safety.

TYPE OF VEHICLE : CONTAINER VEHICLE
DIMENSION OF VEHICLE : 2.5 m (W) X 16 m (L)

SWEPT PATHS GENERATED BY AUTODESK VEHICLE TRACKING.



PLANNING CONSULTANT



PROJECT

PROPOSED TEMPORARY
WAREHOUSE FOR STORAGE OF
NEW VEHICLES WITH
ANCILLARY FACILITIES FOR A
PERIOD OF 3 YEARS AND
ASSOCIATED FILLING OF LAND

SITE LOCATION

LOT 3719 S.C RP (PART) IN D.D.
104, POK WAI, YUEN LONG, NEW
TERRITORIES

SCALE
1 : 1000 @ A4

DRAWN BY	DATE
MN	28.10.2024

REVISED BY	DATE
LT	27.03.2025

APPROVED BY	DATE
-------------	------

DWG. TITLE
SWEPT PATH ANALYSIS

DWG NO.	VER.
PLAN 1	001



Our Ref. : DD104 Lot 3719 S.C RP
Your Ref. : TPB/A/YL-NSW/337

問有限公司
卓物業

The Secretary,
Town Planning Board,
15/F, North Point Government Offices,
333 Java Road,
North Point, Hong Kong

By Email

2 July 2025

Dear Sir,

2nd Further Information

Proposed Temporary Warehouse for Storage of New Vehicles with Ancillary Facilities for a Period of 3 Years and Associated Filling of Land in “Other Specified Uses” annotated “Comprehensive Development to include Wetland Restoration Area” and “Residential (Group D)” zones, Lot 3719 S.C RP (Part) in D.D.104, Pok Wai, Yuen Long, New Territories

(S.16 Planning Application No. A/YL-NSW/337)

We are writing to submit Further Information to address departmental comments of the subject application (**Appendix I**).

Should you require more information regarding the application, please contact our Mr. Danny NG at [REDACTED] or the undersigned at your convenience. Thank you for your kind attention.

Yours faithfully,

For and on behalf of
R-riches Property Consultants Limited

A handwritten signature in blue ink is positioned to the left of a circular blue ink stamp. The stamp contains the text 'R-RICHES PROPERTY CONSULTANTS LIMITED' around the perimeter and '卓物業顧問有限公司' in the center.

Louis TSE
Town Planner

cc DPO/FSYLE, PlanD



Responses-to-Comments

Proposed Temporary Warehouse for Storage of New Vehicles with Ancillary Facilities for a Period of 3 Years and Associated Filling of Land in “Other Specified Uses” annotated “Comprehensive Development to include Wetland Restoration Area” and “Residential (Group D)” zones, Lot 3719 S.C RP (Part) in D.D.104, Pok Wai, Yuen Long, New Territories

(S.16 Planning Application No. A/YL-NSW/337)

(i) A RtoC Table:

Departmental Comments		Applicant's Responses
1. Comments of the Secretary for Development (SDEV) (Contact Person: Miss Karen KUNG; Tel: 3915 4257)		
(a)	Clarify whether the warehouse portion of the existing premises that the applicant intends to relocate is 7050sqm in size;	The current application intends to relocate the 'warehouse' portion (i.e. 7,050 m ²) of the affected business premises in Hung Shui Kiu to the subject site.
(b)	To ask the applicant to provide the authorization letter from the operator (Zung Fu Company Limited) for the current application; and	The Memorandum of Understanding (MoU) signed by the affected business operator, i.e. Zung Fu Company Limited and the applicant is enclosed in support of the current application (Annex I).
(c)	To ask the applicant the programme in relocating the business to the new site.	The applicant intends to relocate the affected business to the subject site after planning approval has been granted from the Town Planning Board.

Annex I

Memorandum of Understanding

規劃申請意向書

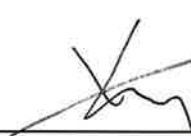

受新發展區發展影響的在地經營業務搬遷 - 規劃許可申請

業務經營者 (甲方)	:	仁孚行有限公司 Zung Fu Company Limited
公司註冊證明書號碼	:	0011010
申請人 (乙方)	:	富谷有限公司 Rich Valley Limited
公司註冊證明書號碼	:	1107819

甲方 為丈量約份 124 約多個地段的業務經營者，由於受到政府洪水橋新發展區餘下發展的收地影響，因此，需要覓地搬遷重置以繼續經營。甲方 初步與 乙方 達成共識，同意 乙方 作為規劃申請的申請人，並根據《城市規劃條例》第 16 條，向城市規劃委員會（城規會）提交規劃申請，於丈量約份第 104 約地段第 3719 號 C 分段餘段（部分）作「擬議臨時貨倉存放全新車輛連附屬設施（為期 3 年）及相關填土工程」。

乙方 若於規劃申請獲得城規會批准後，申請地點可由 甲方 使用營運。

備注：上述標題地段將會因應規劃許可的需要而有所修訂。



仁孚行有限公司（甲方）
業務經營者簽署
Business Operator Signature



富谷有限公司（乙方）
申請人簽署
Applicant's Signature

2025 年 5 月 29 日
29 May 2025



問有限公司
卓物業

Our Ref. : DD104 Lot 3719 S.C RP
Your Ref. : TPB/A/YL-NSW/337

The Secretary,
Town Planning Board,
15/F, North Point Government Offices,
333 Java Road,
North Point, Hong Kong

By Email

28 July 2025

Dear Sir,

3rd Further Information

Proposed Temporary Warehouse for Storage of New Vehicles with Ancillary Facilities for a Period of 3 Years and Associated Filling of Land in “Other Specified Uses” annotated “Comprehensive Development to include Wetland Restoration Area” and “Residential (Group D)” zones, Lot 3719 S.C RP (Part) in D.D.104, Pok Wai, Yuen Long, New Territories

(S.16 Planning Application No. A/YL-NSW/337)

We are writing to submit Further Information to address departmental comments of the subject application (**Appendix I**).

Should you require more information regarding the application, please contact our Mr. Danny NG at [REDACTED] or the undersigned at your convenience. Thank you for your kind attention.

Yours faithfully,

For and on behalf of
R-riches Property Consultants Limited

A handwritten signature in blue ink is written over a circular blue ink stamp. The stamp contains the text 'R-RICHES PROPERTY CONSULTANTS LIMITED' around the perimeter and '卓物業顧問有限公司' in the center.

Louis TSE
Town Planner

cc DPO/FSYLE, PlanD



Responses-to-Comments

Proposed Temporary Warehouse for Storage of New Vehicles with Ancillary Facilities for a Period of 3 Years and Associated Filling of Land in “Other Specified Uses” annotated “Comprehensive Development to include Wetland Restoration Area” and “Residential (Group D)” zones, Lot 3719 S.C RP (Part) in D.D.104, Pok Wai, Yuen Long, New Territories

(S.16 Planning Application No. A/YL-NSW/337)

- (i) The original business premises in Hung Shui Kiu (i.e., Application No. A/HSK/483) were resumed and reverted to the Government on 31 Aug 2024 under the Government Notices Nos. 3102 to 3104 (**Annex I**).
- (ii) A RtoC Table:

Departmental Comments		Applicant's Responses
1. Comments of the Secretary for Development (SDEV) (Contact Person: Miss Karen KUNG; Tel: 3915 4257)		
(a)	The applicant should provide documentary proof to support his operating period at the original site, e.g. tenancy agreement, utility bills, etc. for our consideration.	The tenancy agreement is provided by the applicant in support of the application (Annex II).
2. Comments of the Chief Town Planner/Urban Design and Landscape, Planning Department (CTP/UD&L, PlanD) (Contact Person: Mr. HUI Yu San, Samuel; Tel: 3565 3957)		
(a)	According to the Further Information (FI-1), the applicant clarified that no tree has been identified within the Site and climbing species will be provided along the northern site boundary as peripheral planting. However, no information (eg. location, species and quantities, etc.) of the proposed planting was provided in this FI-1.	Peripheral planting (i.e. Ficus Pumila and Lonicera Japonica) will be planted along the 2.5 m high northern boundary fencing wall as a green buffer area to separate the proposed development from the nearby dwellings (Plan 1).

Annex I

Government Notices No. 3102 to 3104

LANDS RESUMPTION ORDINANCE (Chapter 124)

(Notice under section 4)

**RESUMPTION OF LAND FOR
THE SECOND PHASE DEVELOPMENT OF HUNG SHUI KIU/HA TSUEN
NEW DEVELOPMENT AREA (FIRST BATCH)**

To the owners and every person interested or having any right or easement in all those pieces or parcels of land in the New Territories more particularly described below and shown coloured orange on the Resumption Plan No. YLM11147b and also the land shown coloured orange stippled black on the Resumption Plan No. YLM11147b:—

Lots Nos. 300 RP (Portion), 301 S.B (Portion), 455 RP (Portion), 461 RP (Portion), 462 RP (Portion), 463 RP (Portion), 472 (Portion), 473 (Portion), 474 (Portion), 475 (Portion), 499 (Portion), 534 (Portion), 535 (Portion), 536 (Portion), 537 (Portion), 538 (Portion), 539 (Portion), 540 (Portion), 541 (Portion), 556 (Portion), 559 (Portion), 560 (Portion), 561 (Portion), 562 (Portion), 563 (Portion), 564 (Portion), 576 (Portion), 577 (Portion), 579 (Portion), 588 (Portion), 589 (Portion), 591, 592 (Portion), 593 (Portion), 1444 RP (Portion), 1462 RP (Portion), 1829 S.A ss.2 (Portion), 1829 S.A ss.3 (Portion), 1829 S.A ss.9 (Portion), 1829 S.A ss.14 (Portion), 1829 S.A RP (Portion) and 1829 RP (Portion) all in Demarcation District No. 121;

Lots Nos. 1, 2, 3, 4, 5, 6, 7 S.A, 7 S.B (Portion), 7 RP (Portion), 8 (Portion), 9 RP (Portion), 10 (Portion), 11 (Portion), 33 (Portion), 44 (Portion), 45 (Portion), 46 S.A, 46 S.B, 46 RP, 47, 48, 49, 50 (Portion), 51 (Portion), 52 (Portion), 53, 54, 55, 56, 57, 58, 60, 61, 62, 63 (Portion), 64 (Portion), 65, 66, 67 (Portion), 70 (Portion), 71 (Portion), 72 (Portion), 73 (Portion), 74 (Portion), 75 (Portion), 93 RP, 94, 95, 96, 97, 98, 99, 100 RP, 101 RP, 102 (Portion), 103 RP (Portion), 107 S.A (Portion), 107 RP, 108 S.A, 108 S.B (Portion), 111 (Portion), 112 (Portion), 113, 114 (Portion), 115 (Portion), 116, 117, 118, 119, 120, 121, 122, 123, 124 RP, 125, 127, 128, 129, 130 RP, 131, 132 RP, 133 RP, 134, 135 S.A, 135 S.B, 136 RP, 144 RP, 146 RP, 147 RP, 153 RP, 154, 155, 156, 157 RP, 158 RP, 159 RP, 160 RP, 161, 163 RP, 164 RP, 217 RP, 218, 219 RP, 220 RP, 221 RP, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236 S.A, 236 S.B, 237, 238, 239, 240, 241, 242 (Portion), 244 (Portion), 245 (Portion), 246, 247, 248, 249 (Portion), 250 S.A, 250 S.B (Portion), 251 (Portion), 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272 RP, 273, 274, 275 S.A [also known as 275A; and also known as 275(A)], 276, 277, 278, 280, 281 RP, 282 RP, 283 RP, 284 RP, 479 RP, 480 S.A RP (Portion), 480 RP (Portion), 481 (Portion), 482 (Portion), 483 (Portion), 484, 485, 486, 487 S.A, 487 S.B, 488, 489 S.A [also known as 489A; and also known as 489(A)], 489 S.B RP [also known as 489B RP; and also known as 489(B) RP], 490 RP, 491 RP, 494 RP, 495 RP, 496, 497, 498, 499, 500, 501 RP, 504 RP, 505, 506, 509 RP, 510, 511, 512, 513 RP, 514, 515 RP, 519 RP (Portion), 520 RP (Portion), 522 (Portion), 523 (Portion), 538 (Portion), 540 (Portion), 609 RP (Portion), 610 (Portion), 611, 612, 614, 615, 616, 617 (Portion), 619 (Portion), 622 (Portion), 623 (Portion), 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634 (Portion), 635 (Portion), 636 S.B RP (Portion), 637 RP (Portion), 638 RP (Portion), 639 RP (Portion), 649 RP (Portion), 650 (Portion), 676 RP, 980 RP, 987 RP, 988 RP, 989 RP, 991 RP, 992 RP, 994, 995, 996, 997, 999, 1001 RP, 1129 S.B, 1129 RP, 1154 S.C, 1154 RP, 1155 RP, 1156 RP, 1157 RP, 1158 RP, 1160 RP, 1162 S.C (Portion), 1162 RP (Portion), 1172 RP, 1173 RP, 1175 RP, 1178, 1179 RP, 1180, 1181 S.B (Portion), 1182 RP (Portion), 1183, 1184 (Portion), 1185, 1186, 1187, 1188 (Portion), 1189, 1190 S.A (Portion), 1190 S.B (Portion), 1190 S.C (Portion), 1190 S.D, 1190 RP (Portion), 1191 (Portion), 1203 (Portion), 1206 (Portion), 1207 (Portion), 1208, 1209, 1210 (Portion), 1211 RP (Portion), 1225 (Portion), 1226 RP (Portion), 1236 S.A ss.1 RP (Portion), 1236 S.B (Portion), 1237 (Portion), 1238, 1239, 1240 S.A, 1240 RP, 1241 S.A, 1241 RP (Portion), 1242 S.A ss.1, 1242 S.A RP, 1242 S.B, 1243 (Portion), 1244, 1245, 1246, 1247, 1248, 1249 (Portion), 1250 (Portion), 1254 S.A, 1254 RP, 1255, 1256, 1257, 1258, 1259, 1260, 1261, 1262, 1263 (Portion), 1264 S.A (Portion), 1264 RP, 1265, 1266, 1267 (Portion), 1268 (Portion), 1270, 1272, 1273, 1274, 1275, 1276 S.A, 1276 RP, 1277, 1278, 1279, 1280, 1283 (Portion), 1292, 1293, 1294, 1296, 1297, 1308 RP (Portion), 1314 RP (Portion), 1315 RP (Portion), 1316 (Portion), 1318 (Portion), 1320 (Portion), 1322 (Portion), 1323, 1324, 1325, 1326 (Portion), 1327 (Portion), 1329 (Portion), 1330 (Portion), 1331 (Portion), 1332, 1335, 1336 (Portion), 1337 S.A, 1337 RP (Portion), 1338, 1339, 1340, 1341, 1342, 1343, 1344, 1345,

1346 (Portion), 1347 (Portion), 1353 (Portion), 1354 (Portion), 1355 (Portion), 1357 (Portion), 1358 (Portion), 1359, 1360, 1361, 1362 (Portion), 1363 (Portion), 1365, 1366, 1367 (Portion), 1368 (Portion), 1369 (Portion), 1370 (Portion), 1371 (Portion), 1372 (Portion), 1373 (Portion), 1374 (Portion), 1375 (Portion), 1376 (Portion), 1377, 1378, 1379, 1380, 1381, 1382 (Portion), 1383 (Portion), 1384 (Portion), 1385 (Portion), 1386, 1387 (Portion), 1388 (Portion), 1389, 1390, 1391 (Portion), 1392 (Portion), 1393, 1394 (Portion), 1395 (Portion), 1396 (Portion), 1397 (Portion), 1398, 1399, 1400 (Portion), 1401, 1402, 1403, 1404 (Portion), 1405 (Portion), 1406 (Portion), 1407 (Portion), 1408 (Portion), 1410 (Portion), 1411, 1412, 1413, 1414, 1415 (Portion), 1416 (Portion), 1417, 1418, 1419, 1420 (Portion), 1421 (Portion), 1422, 1423 (Portion), 1424 (Portion), 1425 (Portion), 1426, 1427, 1428 (Portion), 1429, 1430, 1431, 1432, 1433 (Portion), 1434, 1435, 1436 (Portion), 1437 (Portion), 1438 (Portion), 1439 (Portion), 1440 (Portion), 1441 (Portion), 1442 (Portion), 1443 (Portion), 1444, 1445, 1446, 1447, 1448, 1449 (Portion), 1450 (Portion), 1451, 1452, 1453, 1454 RP (Portion), 1455, 1456, 1457 (Portion), 1458 (Portion), 1459, 1460, 1461 (Portion), 1462, 1463, 1464, 1465, 1467 (Portion), 1468 (Portion), 1469 (Portion), 1470, 1471 (Portion), 1472 (Portion), 1473 (Portion), 1474, 1475, 1476, 1477, 1478, 1479, 1480, 1481, 1482, 1483, 1484, 1485, 1486 (Portion), 1487 (Portion), 1488 (Portion), 1489, 1490, 1491, 1492, 1493, 1494 (Portion), 1495 (Portion), 1496 (Portion), 1499 RP (Portion), 1502 RP, 1503 RP, 1504 RP, 1507 RP (Portion), 1508 (Portion), 1509 RP (Portion), 1510 RP (Portion), 1511 (Portion), 1513 (Portion), 1514, 1515, 1516, 1517, 1518 (Portion), 1519 (Portion), 1520 (Portion), 1521, 1522 (Portion), 1523 (Portion), 1524 (Portion), 1533, 1534, 1537, 1538, 1539 RP, 1543 RP, 1544 RP, 1547 RP (Portion), 1548 S.A (Portion), 1548 S.B RP (Portion), 1553 (Portion), 1554 S.A, 1554 RP, 1555 RP, 1556 RP (Portion), 1557 (Portion), 1562 RP (Portion), 1563 (Portion), 1564 (Portion), 1565 (Portion), 1566, 1567, 1568 (Portion), 1569, 1570, 1571, 1572, 1573, 1574 (Portion), 1575 (Portion), 1576 (Portion), 1577 (Portion), 1578 (Portion), 1579, 1580 (Portion), 1581 (Portion), 1582 (Portion), 1583 (Portion), 1584 RP (Portion), 1585 (Portion), 1586 (Portion), 1587 (Portion), 1588 (Portion), 1589 (Portion), 1590, 1591 (Portion), 1592 (Portion), 1593, 1594, 1595, 1596, 1597, 1598, 1599, 1600 (Portion), 1602 (Portion), 1603 (Portion), 1604 (Portion), 1605 (Portion), 1606 (Portion), 1608 RP (Portion), 1613 (Portion), 1614 RP (Portion), 1615 RP (Portion), 1616 RP (Portion), 1622 (Portion), 1623 (Portion), 1624 (Portion), 1626 RP (Portion), 1627 (Portion), 1629 RP (Portion), 1630 RP (Portion), 1631 RP (Portion), 1633 RP, 1634 (Portion), 1635 S.A RP (Portion), 1635 RP (Portion), 1636 RP (Portion), 1637 RP (Portion), 1639 RP (Portion), 1640 RP (Portion), 1641 RP (Portion), 1643 (Portion), 1644 (Portion), 1645 (Portion), 1646 (Portion), 1647 (Portion), 1648, 1649, 1650, 1651 S.A, 1651 S.B, 1651 S.C, 1651 S.D, 1652, 1653, 1654, 1655, 1656, 1657, 1658 S.A, 1658 RP, 1659, 1660 S.A, 1660 S.B, 1660 S.C, 1660 RP, 1661, 1662, 1663, 1664, 1665 (Portion), 1666, 1667, 1668, 1669, 1671 S.A, 1671 S.B, 1671 RP, 1672, 1673 S.A, 1673 S.B, 1673 RP (Portion), 1675 (Portion), 1676 (Portion), 1677 (Portion), 1678 (Portion), 1679, 1680, 1681, 1682, 1683, 1684, 1685, 1689, 1690, 1691, 1692, 1693, 1694 (Portion), 1695 (Portion), 1696, 1697, 1698, 1699 (Portion), 1700, 1701 (Portion), 1702 (Portion), 1703 (Portion), 1704, 1705, 1706 (Portion), 1711 RP (Portion), 1712 RP (Portion), 1713 RP (Portion), 1715 RP (Portion), 1716 RP, 1719 RP, 1720 RP, 1729 RP, 1730 RP (Portion), 1734 RP (Portion), 1735 RP (Portion), 1741 RP (Portion), 1849 S.A RP, 1850 S.A ss.1 RP, 1850 S.A ss.2 RP, 1851 S.A RP, 1852 S.A ss.1 RP, 1921 S.A RP, 1926 RP, 1927 RP (Portion), 1950 (Portion), 1951 RP (Portion), 1952 S.A, 1952 S.B RP, 1952 RP, 1953 S.B (Portion), 1953 S.F (Portion), 1954 (Portion), 2033 (Portion), 2153 (Portion), 2162 (Portion), 2164 (Portion), 2165 (Portion), 2166, 2167 (Portion), 2168 (Portion), 2169 (Portion), 2171 (Portion), 2172 (Portion), 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181 (Portion), 2182 (Portion), 2183 (Portion), 2184 (Portion), 2185 S.A, 2185 S.B, 2185 S.C, 2186 (Portion), 2187 (Portion), 2188, 2189, 2190, 2191, 2192, 2193 S.A, 2193 S.B, 2193 RP, 2194, 2195, 2196, 2197, 2198, 2199, 2200 S.A, 2200 S.B, 2200 RP, 2201 (Portion), 2202 (Portion), 2203 (Portion), 2204, 2205, 2206, 2207 S.A ss.1 S.A, 2207 S.A ss.1 RP, 2207 S.A ss.2 RP (Portion), 2207 S.A ss.3, 2207 S.A ss.4, 2207 S.A ss.5 (Portion), 2207 S.A ss.6, 2207 S.A ss.7 (Portion), 2207 S.A ss.8 (Portion), 2207 S.A ss.9, 2207 S.A ss.10 S.A, 2207 S.A ss.10 RP (Portion), 2207 S.A RP (Portion), 2208, 2209 S.A RP, 2209 S.B ss.1 S.B (Portion), 2209 S.B ss.1 RP (Portion), 2210, 2212 RP, 2213 RP (Portion), 2214 RP (Portion), 2347 RP, 2353 RP, 2354 RP, 2358 RP, 2361 RP, 2362, 2363, 2364, 2365, 2366 RP, 2367, 2368, 2369 RP, 2371 RP, 2373 RP, 2377 RP, 2404 RP, 2405 RP, 2406 RP, 2407 RP, 2408 RP, 2409, 2410 S.A ss.1, 2410 S.A RP, 2410 S.B, 2410 RP, 2411 S.A ss.1, 2411 S.A RP, 2411 RP, 2412, 2413, 2414 RP, 2415 RP, 2416 RP, 2417 RP, 2421 RP, 2422 RP, 2424 RP, 2425 RP, 2427 RP, 2428 RP, 2429 RP, 2438 S.C RP, 2840 RP, 2842 S.A, 2842 RP, 2843, 2844, 2845, 2846, 2847 RP, 2848 RP, 2849 RP, 2850, 2851 RP, 2852 RP, 2937 RP (Portion), 2942, 2943, 2944, 2945, 2946 (Portion), 2947 (Portion), 2949 S.A (Portion), 2950 (Portion), 2951 (Portion), 2952, 2953 S.A (Portion), 2953 S.B (Portion), 2960 (Portion), 2961 (Portion), 2962, 2963, 2964,

2965 RP, 2966, 2967 RP, 2968 S.B RP, 2969 S.B ss.3, 2969 S.B ss.4, 2969 S.B RP, 2972 RP (Portion), 2973 RP (Portion), 2974 RP, 3086 S.A ss.1, 3086 S.A RP (Portion), 3088 RP (Portion), 3091 (Portion), 3092 (Portion), 3093 (Portion), 3094 (Portion), 3095, 3096, 3097 (Portion), 3098, 3099 (Portion), 3100 (Portion), 3101 (Portion), 3102 (Portion), 3109, 3110, 3111, 3112, 3113 (Portion), 3114 (Portion), 3115 (Portion), 3116 S.A (Portion), 3116 S.B (Portion), 3117 S.A (Portion), 3117 S.B, 3118 (Portion), 3119 (Portion), 3120, 3122 (Portion), 3123 (Portion), 3124, 3125, 3126, 3127, 3128, 3129, 3130, 3131, 3132 RP (Portion), 3133 RP (Portion), 3134 RP (Portion), 3135 RP, 3136 RP (Portion), 3138 RP (Portion), 3139 (Portion), 3140, 3141 (Portion), 3148, 3152 (Portion), 3153, 3154, 3155, 3156, 3157, 3158, 3159 (Portion), 3160 (Portion), 3161 RP, 3162, 3163, 3164, 3165, 3166, 3167, 3168, 3169, 3170 (Portion), 3172 (Portion), 3173, 3174, 3175, 3177 (Portion), 3178 (Portion), 3180 RP (Portion), 3192 RP, 3199, 3200, 3201, 3202, 3203 (Portion), 3205 RP (Portion), 3206 RP (Portion), 3225 RP (Portion), 3226 RP (Portion), 3228 RP (Portion), 3231 (Portion), 3232 (Portion), 3233, 3234 (Portion), 3235 (Portion), 3236 RP (Portion), 3237 (Portion), 3238 RP (Portion), 3242 RP (Portion), 3243 RP (Portion), 3245 (Portion), 3247 (Portion), 3248 (Portion), 3256 (Portion), 3259 (Portion), 3260 (Portion), 3263 (Portion), 3264 (Portion), 3265 (Portion), 3268 (Portion), 3270 (Portion), 3272 (Portion), 3280 RP, 3281, 3282, 3283 (Portion), 3285 RP (Portion), 3286 (Portion), 3287, 3289 (Portion), 3299 (Portion), 3300 (Portion), 3302 (Portion), 3303 (Portion), 3304 (Portion), 3305 (Portion), 3307 (Portion), 3310 RP (Portion), 3311 S.A [formerly known as 3311 RP (Portion)], 3311 S.B [formerly known as 3311 RP (Portion)], 3311 S.C [formerly known as 3311 RP (Portion)], 3311 RP (Portion), 3312 RP (Portion), 3313 RP (Portion), 3314 RP (Portion), 3415 (Portion), 3416 RP (Portion), 3419 (Portion), 3420 RP, 3424 RP, 3426 (Portion), 3427 (Portion), 3428 RP, 3429 RP (Portion), 3430 RP (Portion), 3431 RP (Portion), 3432 S.A (Portion), 3432 S.B, 3432 RP (Portion), 3433 RP (Portion), 3437 (Portion), 3438 (Portion), 3440 (Portion), 3441 RP (Portion), 3442 RP (Portion), 3443 RP (Portion), 3444 (Portion), 3445 (Portion), 3446 (Portion), 3447 RP (Portion), 3448 (Portion), 3449 (Portion), 3450 (Portion), 3451, 3452 (Portion), 3453 (Portion), 3454 (Portion), 3460 RP (Portion), 3461 RP, 3464 S.A, 3464 RP, 3465, 3466 S.A ss.1, 3466 S.A RP, 3466 S.B ss.1, 3466 S.B RP, 3467, 3468 RP, 3469 RP, 3470, 3471 (Portion), 3472 (Portion), 3481 (Portion), 3482 (Portion), 3483 (Portion), 3484, 3485, 3486, 3487, 3488, 3489, 3490, 3491, 3492, 3493, 3494, 3495, 3496, 3497, 3498, 3499 (Portion), 3500, 3501, 3502, 3503, 3504 S.A, 3504 RP, 3505, 3506 S.A, 3506 RP, 3508, 3509, 3510, 3511, 3512, 3513, 3514, 3515 S.A, 3515 RP, 3516, 3517 RP (Portion), 3518, 3519 (Portion), 3520 (Portion), 3521 (Portion), 3522 RP (Portion), 3523 (Portion), 3524 RP (Portion), 3527 RP (Portion), 3528 RP (Portion), 3529 RP (Portion), 3530 (Portion), 3531 (Portion), 3532, 3533, 3534 (Portion), 3535 (Portion), 3536 (Portion), 3537 (Portion), 3538 (Portion), 3539 (Portion), 3540 (Portion), 3542, 3544 (Portion), 3545 (Portion), 3546 (Portion), 3549 (Portion), 3552 (Portion), 3553 (Portion), 3554 (Portion), 3555, 3556 (Portion), 3557 (Portion), 3558 (Portion), 3559, 3560, 3561 RP (Portion), 3563 (Portion), 3571, 3572 RP, 3573 RP, 3577 RP, 3578, 3579, 3580, 3581, 3582, 3583, 3584, 3585, 3586, 3587 RP, 3588 S.A ss.1, 3588 S.A RP, 3588 S.B, 3588 S.C, 3588 S.D, 3588 RP, 3589, 3590, 3591, 3592, 3593, 3594, 3595 (Portion), 3596, 3597, 3598 (Portion), 3599 (Portion), 3601 (Portion), 3603 (Portion), 3604 (Portion), 3605 (Portion), 3608 (Portion), 3609 (Portion), 3610, 3611, 3612, 3613, 3614 (Portion), 3615 (Portion), 3616 (Portion), 3619 (Portion), 3620 (Portion), 3621 (Portion), 3622 (Portion), 3623, 3624 (Portion), 3625, 3626, 3627 (Portion), 3628 (Portion), 3629, 3630, 3631, 3632, 3633, 3634, 3635 S.A, 3635 S.B, 3635 S.C RP, 3635 S.D RP, 3635 RP, 3636 RP, 3637, 3638, 3639 S.A, 3639 RP, 3640 RP, 3644 RP, 3645, 3646 RP, 3650 RP, 3901, 3934 RP (Portion), 3936 (Portion), 3937 (Portion), 3938 (Portion), 4075 RP, 4102, 4155 and 7001 all in Demarcation District No. 124;

Lots Nos. 136 (Portion), 147 (Portion), 148 (Portion), 150 (Portion), 157 (Portion), 158 (Portion), 159 (Portion), 160, 161 (Portion), 162, 163 (Portion), 164 (Portion), 165 (Portion), 166 (Portion), 167, 168, 169 (Portion), 170, 171, 172 (Portion), 173 (Portion), 175 (Portion), 176 (Portion), 177 (Portion), 181 (Portion), 182 (Portion), 183 (Portion), 184 (Portion), 186 (Portion), 187 (Portion), 191 (Portion), 197 (Portion), 200 (Portion), 202 (Portion), 203 (Portion), 204 (Portion), 206 (Portion), 219 (Portion), 220 (Portion), 223 (Portion), 238 (Portion), 257 (Portion), 258 (Portion), 259, 261 S.A (Portion), 261 RP (Portion), 275 (Portion), 276 (Portion), 277 (Portion), 278 (Portion), 279 (Portion), 280 (Portion), 282 (Portion), 285 (Portion), 287, 289, 290, 291, 292, 293, 294, 295 (Portion), 296 (Portion), 297 (Portion), 298, 299, 300, 301, 302, 303 (Portion), 304 (Portion), 305, 306, 307, 308 (Portion), 316 (Portion), 317 (Portion), 320 (Portion), 322 (Portion), 323 (Portion), 324 (Portion), 325 (Portion), 326 (Portion), 371 (Portion), 373 (Portion), 374 (Portion), 375 (Portion), 394 (Portion), 395 (Portion), 396 (Portion), 399 RP (Portion), 452 RP (Portion), 458 S.A RP

(Portion), 496 RP (Portion), 515 RP, 516 (Portion), 517 (Portion), 518 (Portion), 519 (Portion), 520 (Portion), 545 (Portion), 546 S.A (Portion), 547 (Portion), 572 (Portion), 573 (Portion), 574 (Portion), 577 (Portion), 578 (Portion), 579 (Portion), 667, 668, 669, 670, 671, 672, 673, 674, 675 S.A, 675 S.B, 676, 677 (Portion), 679 S.A, 679 S.B, 679 S.C, 679 S.D, 679 S.E, 679 S.F (Portion), 679 S.G ss.1 (Portion), 679 RP (Portion), 680 (Portion), 681 (Portion), 682 (Portion), 699 (Portion), 700 (Portion), 702, 703, 704 (Portion), 705 (Portion), 706, 707, 708, 709, 710, 711 (Portion), 713 (Portion), 714 (Portion), 716 S.C, 716 RP, 717 (Portion), 718, 719 (Portion), 720 (Portion), 721 (Portion), 722, 723, 724, 725, 726, 727 (Portion), 728 (Portion), 729 (Portion), 730 (Portion), 731 (Portion), 732, 733 (Portion), 734 (Portion), 735, 736 (Portion), 737 (Portion), 738, 739, 744 (Portion), 745 (Portion), 750 (Portion), 751 (Portion), 752, 753, 754, 755, 756 (Portion), 757 (Portion), 758 (Portion), 759 (Portion), 760 (Portion), 761, 762, 763, 764 (Portion), 766 (Portion), 768 (Portion), 769 (Portion), 770 S.A, 770 S.B (Portion), 817 S.A RP (Portion), 817 S.B RP (Portion), 818 S.B RP (Portion), 1103 RP (Portion), 1104 RP (Portion), 1138 (Portion), 1139 S.A RP (Portion), 1139 RP (Portion), 1140 (Portion), 1141 RP (Portion), 1142, 1143 RP, 1144 S.F (Portion), 1145 (Portion), 1146 (Portion), 1151 (Portion), 1152 (Portion), 1153, 1154 RP, 1155, 1156, 1157, 1158, 1159 (Portion), 1160 (Portion), 1161 (Portion), 1162, 1163, 1164, 1165, 1166, 1168, 1169 RP (Portion), 1170 RP (Portion), 1175 RP, 1176 RP (Portion), 1177, 1179, 1180, 1181, 1183 RP, 1185 RP, 1187 RP (Portion), 1188 RP (Portion), 1189 RP (Portion), 1190, 1191 (Portion), 1192 (Portion), 1193, 1194, 1195 (Portion), 1196, 1197 (Portion), 1198 (Portion), 1199 S.B (Portion), 1200 (Portion), 1202 S.B (Portion), 1203 (Portion), 1205 (Portion), 1206 (Portion), 1207 (Portion), 1208 (Portion), 1213 (Portion), 1214 (Portion), 1215 (Portion), 1216, 1217, 1218, 1219, 1220 (Portion), 1221 (Portion), 1222 (Portion), 1223 (Portion), 1224, 1225, 1226 S.A, 1226 S.B, 1227, 1228 (Portion), 1229 RP (Portion), 1230, 1231 RP (Portion), 1232, 1233, 1234, 1235 (Portion), 1238 (Portion), 1239, 1240, 1241, 1242, 1243 RP (Portion), 1244 RP (Portion), 1247 RP, 1248, 1249, 1256 RP (Portion), 1306 RP (Portion), 1307 RP (Portion), 1308 (Portion), 1309 (Portion), 1310 S.A, 1310 RP, 1311 (Portion), 1313 (Portion), 1314 (Portion), 1315 (Portion), 1316, 1319 S.A RP (Portion), 1324 RP (Portion), 1326 RP (Portion), 1327 (Portion), 1328 (Portion), 1329, 1330, 1331, 1332, 1333, 1334 (Portion), 1335 (Portion), 1336, 1337, 1338, 1339, 1340, 1341 (Portion), 1342 S.B (Portion), 1457 RP (Portion), 1458 RP (Portion), 1459 S.A, 1459 RP (Portion), 1460, 1461, 1462, 1463, 1464, 1465, 1466, 1467 S.A, 1467 S.B, 1467 S.C, 1467 S.D, 1467 RP, 1468, 1469, 1470, 1471, 1472, 1473, 1474 (Portion), 1475 RP (Portion), 1476 RP (Portion), 1477 (Portion), 1478, 1479 RP (Portion), 1480 RP (Portion), 1481 S.B RP (Portion), 1482 RP (Portion), 1483, 1484 RP (Portion), 1485, 1486 RP (Portion), 1488 RP (Portion), 1489 RP (Portion), 1491 RP (Portion), 1492 RP (Portion), 1493 (Portion), 1494, 1495, 1496, 1497, 1498 S.A ss.2 (Portion), 1498 S.A RP (Portion), 1498 S.B RP (Portion), 1499 RP (Portion), 1500 (Portion), 1501 RP (Portion), 1502 RP (Portion), 1503 RP (Portion), 1504, 1505 S.A (Portion), 1505 RP, 1506 (Portion), 1507, 1508 RP (Portion), 1509, 1510 RP (Portion), 1511 S.B, 1511 RP (Portion), 1512, 1513 (Portion), 1514, 1515, 1516, 1517, 1518, 1519, 1520, 1521, 1522, 1523, 1524, 1525, 1526, 1527 RP (Portion), 1528 RP (Portion), 1529 RP (Portion), 1530 RP (Portion), 1531 (Portion), 1532, 1533, 1534, 1535, 1536, 1537, 1538 RP (Portion), 1539 (Portion), 1540 (Portion), 1541 RP (Portion), 1542 RP (Portion), 1543 (Portion), 1544 (Portion), 1545, 1546 (Portion), 1547 (Portion), 1548, 1549 (Portion), 1550 (Portion), 1551 (Portion), 1598 RP (Portion), 1599 (Portion), 1600 (Portion), 1602 (Portion), 1605 (Portion), 1606 (Portion), 1607 (Portion), 1608 S.B (Portion), 1610 (Portion), 1611, 1612, 1613, 1614, 1615 S.A, 1615 S.B, 1616, 1617, 1618 RP, 1619 RP, 1667 S.B RP (Portion), 1670 RP (Portion), 1671 S.B RP (Portion), 1674 RP (Portion), 1676 RP (Portion), 1677 S.B (Portion), 1678 RP, 1679, 1680, 1681, 1682 (Portion), 1684 S.B (Portion), 1748 (Portion), 1749 (Portion), 1750 (Portion), 1751 (Portion), 1752 (Portion), 1757 RP (Portion), 1993 S.B RP, 1994 S.B RP, 1995 RP, 1996 RP, 1997, 1998 RP (Portion), 1999 (Portion), 2001 (Portion), 2002 (Portion), 2003 (Portion), 2004, 2005, 2006, 2007 RP, 2008 RP and 2009 RP all in Demarcation District No. 125; and

Lots Nos. 1674 RP (Portion), 1680 (Portion), 1682 (Portion), 1685 RP (Portion), 1686 (Portion), 1687 RP (Portion), 1690 (Portion), 1691 (Portion), 1692 (Portion), 1693 (Portion), 1694 (Portion), 1695 (Portion), 1696 (Portion), 1704 (Portion), 1705, 1706, 1707 (Portion), 1708, 1709 RP (Portion), 1711 RP (Portion), 1719 RP (Portion), 1720 RP (Portion), 1721 RP (Portion), 1722 RP (Portion), 1724 RP (Portion), 1725, 1726 RP, 1727 RP, 1728, 1729, 1730 RP, 1731 RP, 1732 RP, 1733 (Portion), 1734 (Portion), 1735 (Portion), 1736 RP (Portion), 1738 RP (Portion), 1739 RP (Portion), 1740 RP (Portion), 1741 RP, 1742 (Portion), 1743, 1744, 1745 (Portion), 1746 (Portion), 1747 (Portion), 1748 (Portion), 1749 (Portion), 1750 (Portion), 1751 (Portion), 1752 (Portion), 1753 (Portion), 1754 (Portion), 1755 (Portion), 1756 (Portion), 1759 (Portion), 1761 (Portion), 1762 RP (Portion), 1764 RP (Portion), 1765

RP (Portion), 1766 S.C (Portion), 1766 S.D RP (Portion), 1766 S.F RP (Portion), 1766 RP (Portion), 1767 RP (Portion), 1768 RP (Portion), 1772 RP (Portion), 1774 (Portion), 1775 (Portion), 1776 (Portion), 1779 S.A RP (Portion), 1779 S.B ss.1 (Portion), 1779 S.B RP (Portion), 1779 S.C (Portion), 1779 RP (Portion), 1781 (Portion), 1784 (Portion), 1785 (Portion), 1786, 1787, 1788 S.A, 1788 S.B, 1788 S.C ss.1, 1788 S.C RP, 1788 RP, 1789, 1790, 1791, 1792, 1793, 1794, 1795, 1796, 1797, 1798, 1799, 1800, 1801, 1802, 1803 RP (Portion), 1804 RP (Portion), 1805 RP, 1807 RP, 1808 (Portion), 1809 S.A, 1809 RP, 1810 RP (Portion), 1811, 1812, 1813 RP (Portion), 1817 RP (Portion), 1820 RP (Portion), 1824 RP (Portion), 1825 S.A (Portion), 1825 RP (Portion), 1832 (Portion), 1833 (Portion), 1834 S.A, 1834 RP, 1835 (Portion), 1836 (Portion), 1837 RP, 1838 RP, 1839 (Portion), 1840 RP (Portion), 1841 RP (Portion), 1842 RP, 1843 RP, 1844 RP, 1845 RP, 1846 (Portion), 1847 (Portion), 1849 RP (Portion), 1850 RP (Portion), 1852 RP (Portion), 1853 RP, 1854, 1855, 1856 (Portion), 1857, 1858, 1859, 1860, 1861, 1862 (Portion), 1864 RP (Portion), 1865 RP (Portion), 1866 RP (Portion), 1867, 1868, 1869, 1870, 1871, 1872, 1873, 1874, 1875 (Portion), 1876 RP (Portion), 1877 (Portion), 1878, 1879, 1880, 1881 (Portion), 1883 RP (Portion), 1884 RP, 1885 RP, 1892 (Portion), 1894 (Portion), 1895 RP (Portion), 1896 S.A (Portion), 1896 RP, 1897, 1898, 1899, 1900, 1901, 1902, 1903 RP (Portion), 1904 RP, 1905 RP, 1906 RP, 1907 RP, 1908 RP, 1909, 1910, 1911, 1912, 1913, 1914 (Portion), 1915, 1916, 1917, 1918 (Portion), 1919, 1920, 1921, 1922, 1923, 1924, 1925 (Portion), 1926, 1927 (Portion), 1928, 1929 RP, 1930 RP (Portion), 1931 (Portion), 1932 RP (Portion), 1935 (Portion), 1936 (Portion), 1937 (Portion), 1938 (Portion), 1939 (Portion), 1940 S.A (Portion), 1941 S.A (Portion), 1941 RP (Portion), 1942 (Portion), 1943, 1944, 1945, 1946, 1947, 1948 (Portion), 1949 (Portion), 1950 (Portion), 1951 (Portion), 1952 (Portion), 1953 (Portion), 1954 (Portion), 2053 S.B RP (Portion), 2063 S.B RP (Portion), 2064 S.B ss.2, 2064 S.B ss.3, 2064 S.B ss.4 RP, 2064 S.B RP, 2064 S.D RP, 2064 S.E, 2064 S.F, 2064 S.G RP, 2064 RP, 2102 RP, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114 (Portion), 2115 (Portion), 2116 (Portion), 2117 (Portion), 2118, 2119 (Portion), 2120 (Portion), 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128 (Portion), 2129 (Portion), 2130, 2131, 2132 S.A, 2132 RP, 2133 RP, 2134 RP, 2140 RP, 2141, 2143 (Portion), 2144 RP (Portion), 2171 RP, 2172, 2173 (Portion), 2174 S.A, 2174 RP, 2175 S.A (Portion), 2175 S.B, 2175 RP, 2176 (Portion), 2177 (Portion), 2179 (Portion), 2180 (Portion), 2181 (Portion), 2182, 2183 S.B, 2184, 2185 (Portion), 2186 (Portion), 2187 (Portion), 2188 (Portion), 2189 (Portion), 2190 (Portion), 2191 S.A ss.1, 2191 S.A ss.2, 2191 S.A RP, 2191 S.B (Portion), 2191 S.C, 2191 S.D, 2191 RP, 2192, 2193, 2194, 2195, 2196 RP, 2197 RP, 2198 RP, 2526 (Portion), 2562, 2739, 2759 and 2760 all in Demarcation District No. 130.

TAKE NOTICE that the Chief Executive in Council has decided that the above-mentioned land is required for a public purpose, and under powers delegated by the Chief Executive of the Hong Kong Special Administrative Region, I have made an order that the above-mentioned land shall be resumed and revert to the Government of the Hong Kong Special Administrative Region on the expiration of THREE MONTHS from the date of the affixing of this notice to the said land.

This notice was affixed to the above-mentioned land on 30 May 2024. Upon expiration of the notice period at midnight on 30 August 2024, the above-mentioned land shall revert to the Government of the Hong Kong Special Administrative Region. The date of reversion shall be 31 August 2024.

The electronic version of this notice and the aforesaid Resumption Plan may be viewed on the Lands Department website (<https://www.landsd.gov.hk/en/resources/gov-notices/acq.html>) under Government Notices after this notice is published in the *Gazette*. A copy of this notice and the aforesaid Resumption Plan may be inspected by members of the public, free of charge, at the following offices during the following hours when those offices are normally open to the public:—

Offices

*Opening Hours
(except on public holidays)*

Central and Western Home Affairs Enquiry Centre,
Ground Floor, Harbour Building,
38 Pier Road, Central, Hong Kong

Tuen Mun Home Affairs Enquiry Centre,
2nd Floor, Tuen Mun Government Offices,
No. 1 Tuen Hi Road, Tuen Mun,
New Territories

Yuen Long Home Affairs Enquiry Centre,
Ground Floor, Yuen Long District Office Building,
269 Castle Peak Road, Yuen Long,
New Territories

District Lands Office, Tuen Mun,
6th Floor, Tuen Mun Government Offices,
No. 1 Tuen Hi Road, Tuen Mun,
New Territories

District Lands Office, Yuen Long,
9th Floor, Yuen Long Government Offices,
2 Kiu Lok Square, Yuen Long,
New Territories

Monday to Friday
9.00 a.m. to 7.00 p.m.

Monday to Friday
8.45 a.m. to 12.30 p.m.
and
1.30 p.m. to 5.30 p.m.

30 May 2024

CHIU Lee-lee, Lily *Deputy Director/Specialist, Lands Department*

ROADS (WORKS, USE AND COMPENSATION) ORDINANCE (Chapter 370)

(Notice under section 14)

RESUMPTION OF LAND FOR
PWP ITEM NOS. 7787CL (PART) AND 7829CL
HUNG SHUI KIU/HA TSUEN NEW DEVELOPMENT AREA
ADVANCE WORKS PHASE 3 AND STAGE 2 WORKS—
SITE FORMATION AND ENGINEERING INFRASTRUCTURE

TAKE NOTICE that under powers delegated by the Chief Executive of the Hong Kong Special Administrative Region, the Deputy Director/Specialist, Lands Department has made an order under section 13(1) of the Roads (Works, Use and Compensation) Ordinance (Chapter 370) (hereinafter referred to as 'the Ordinance') directing that all those pieces or parcels of land in the New Territories more particularly described below:—

Lots Nos. 7 S.B (Portion), 7 RP (Portion), 8 (Portion), 9 RP (Portion), 10 (Portion), 11 (Portion), 12 (Portion), 13 S.A RP (Portion), 13 S.B ss.2 (Portion), 13 S.B ss.3 (Portion), 13 S.B ss.4 (Portion), 13 S.B RP, 14 RP (Portion), 15 S.C (Portion), 15 RP (Portion), 33 (Portion), 40 (Portion), 41 (Portion), 42, 43, 44 (Portion), 45 (Portion), 50 (Portion), 51 (Portion), 52 (Portion), 63 (Portion), 64 (Portion), 67 (Portion), 69 (Portion), 70 (Portion), 71 (Portion), 72 (Portion), 73 (Portion), 74 (Portion), 75 (Portion), 76 (Portion), 77 (Portion), 78 S.A (Portion), 102 (Portion), 103 RP (Portion), 104 RP, 106 (Portion), 107 S.A (Portion), 108 S.B (Portion), 111 (Portion), 112 (Portion), 114 (Portion), 115 (Portion), 242 (Portion), 243, 244 (Portion), 245 (Portion), 249 (Portion), 250 S.B (Portion), 251 (Portion), 351 S.B ss.1 (Portion), 351 S.B RP (Portion), 351 S.C ss.1 (Portion), 351 S.C RP (Portion), 351 S.D (Portion), 352 S.A ss.1 (Portion), 352 S.A ss.2 (Portion), 352 S.B RP, 352 S.C, 352 RP, 353 (Portion), 356 (Portion), 480 S.A RP (Portion), 480 RP (Portion), 481 (Portion), 482 (Portion), 483 (Portion), 519 RP (Portion), 522 (Portion), 523 (Portion), 525 RP (Portion), 534 (Portion), 535 S.E (Portion), 536 (Portion), 537, 538 (Portion), 539, 540 (Portion), 541, 542 (Portion), 544 (Portion), 587 (Portion), 604 RP (Portion), 605 (Portion), 606 (Portion), 607 (Portion), 608 RP (Portion), 609 RP (Portion), 610 (Portion), 617 (Portion), 619 (Portion), 620 (Portion), 622 (Portion), 623 (Portion), 634 (Portion), 635 (Portion), 636 S.B RP (Portion), 637 RP (Portion), 638 RP (Portion), 639 RP (Portion), 642 RP, 643 RP (Portion), 648 RP (Portion), 649 RP (Portion), 650 (Portion), 651 (Portion), 652 (Portion), 1162 S.C (Portion), 1162 RP (Portion), 1181 S.A, 1181 S.B (Portion), 1182 S.A, 1182 RP (Portion), 1184 (Portion), 1188 (Portion), 1190 S.A (Portion), 1190 S.B (Portion), 1190 S.C (Portion), 1190 RP (Portion), 1191 (Portion), 1192 (Portion), 1193, 1194, 1195 (Portion), 1196 (Portion), 1197 (Portion), 1202 (Portion), 1203 (Portion), 1204 (Portion), 1205, 1206 (Portion), 1207 (Portion), 1210 (Portion), 1211 RP (Portion), 1212 RP, 1218 (Portion), 1219 S.A, 1219 S.B, 1219 RP, 1236 S.A ss.1 S.A, 1236 S.A ss.1 RP (Portion), 1236 S.A ss.12 (Portion) [formerly known as 1236 S.A RP (Portion)], 1236 S.B (Portion), 1237 (Portion), 1241 RP (Portion), 1243 (Portion), 1249 (Portion), 1250 (Portion), 1252, 1263 (Portion), 1264 S.A (Portion), 1267 (Portion), 1268 (Portion), 1282, 1283 (Portion), 1308 RP (Portion), 1314 RP (Portion), 1315 RP (Portion), 1316 (Portion), 1317 RP, 1318 (Portion), 1320 (Portion), 1322 (Portion), 1326 (Portion), 1327 (Portion), 1329 (Portion), 1330 (Portion), 1331 (Portion), 1336 (Portion), 1337 RP (Portion), 1351 (Portion), 1353 (Portion), 1354 (Portion), 1355 (Portion), 1362 (Portion), 1363 (Portion), 1367 (Portion), 1368 (Portion), 1369 (Portion), 1370 (Portion), 1371 (Portion), 1372 (Portion), 1373 (Portion), 1374 (Portion), 1375 (Portion), 1376 (Portion), 1382 (Portion), 1383 (Portion), 1384 (Portion), 1385 (Portion), 1387 (Portion), 1388 (Portion), 1391 (Portion), 1392 (Portion), 1394 (Portion), 1395 (Portion), 1396 (Portion), 1397 (Portion), 1400 (Portion), 1404 (Portion), 1405 (Portion), 1406 (Portion), 1407 (Portion), 1408 (Portion), 1409 RP, 1410 (Portion), 1415 (Portion), 1416 (Portion), 1420 (Portion), 1421 (Portion), 1423 (Portion), 1424 (Portion), 1425 (Portion), 1428 (Portion), 1433 (Portion), 1436 (Portion), 1437 (Portion), 1438 (Portion), 1439 (Portion), 1440 (Portion), 1441 (Portion), 1442 (Portion), 1443 (Portion), 1449 (Portion), 1450 (Portion), 1454 RP (Portion), 1457 (Portion), 1458 (Portion), 1461 (Portion), 1467 (Portion), 1468 (Portion), 1469 (Portion), 1471 (Portion), 1472 (Portion), 1473 (Portion), 1486 (Portion), 1487 (Portion), 1488 (Portion), 1494 (Portion), 1495 (Portion), 1496 (Portion), 1497 RP, 1498 RP, 1499 RP (Portion), 1507 RP (Portion), 1508 (Portion), 1509 RP (Portion), 1510 RP (Portion), 1511 (Portion), 1518 (Portion), 1519 (Portion), 1520 (Portion), 1547 RP (Portion), 1548 S.A (Portion), 1548 S.B RP (Portion), 1553 (Portion), 1557 (Portion), 1562 RP (Portion), 1563 (Portion), 1564

(Portion), 1565 (Portion), 1568 (Portion), 1574 (Portion), 1575 (Portion), 1576 (Portion), 1577 (Portion), 1578 (Portion), 1580 (Portion), 1581 (Portion), 1582 (Portion), 1583 (Portion), 1584 RP (Portion), 1585 (Portion), 1586 (Portion), 1587 (Portion), 1588 (Portion), 1589 (Portion), 1591 (Portion), 1592 (Portion), 1600 (Portion), 1601, 1602 (Portion), 1603 (Portion), 1604 (Portion), 1605 (Portion), 1606 (Portion), 1607 (Portion), 1608 RP (Portion), 1614 RP (Portion), 1615 RP (Portion), 1616 RP (Portion), 1621 (Portion), 1622 (Portion), 1623 (Portion), 1624 (Portion), 1625 (Portion), 1626 RP (Portion), 1627 (Portion), 1629 RP (Portion), 1630 RP (Portion), 1631 RP (Portion), 1634 (Portion), 1635 S.A RP (Portion), 1635 RP (Portion), 1636 RP (Portion), 1637 RP (Portion), 1639 S.A (Portion), 1639 RP (Portion), 1640 RP (Portion), 1641 RP (Portion), 1643 (Portion), 1644 (Portion), 1645 (Portion), 1646 (Portion), 1647 (Portion), 1665 (Portion), 1673 RP (Portion), 1674, 1675 (Portion), 1676 (Portion), 1677 (Portion), 1678 (Portion), 1694 (Portion), 1695 (Portion), 1699 (Portion), 1701 (Portion), 1702 (Portion), 1703 (Portion), 1706 (Portion), 1707, 1708 RP, 1709 RP, 1710 RP (Portion), 1711 RP (Portion), 1712 RP (Portion), 1713 RP (Portion), 1714 RP, 1715 RP (Portion), 2033 (Portion), 2139, 2142, 2151 (Portion), 2152 (Portion), 2153 (Portion), 2154, 2155 (Portion), 2156 (Portion), 2157, 2158, 2159, 2160, 2161, 2162 (Portion), 2163, 2164 (Portion), 2165 (Portion), 2167 (Portion), 2168 (Portion), 2169 (Portion), 2170, 2171 (Portion), 2172 (Portion), 2181 (Portion), 2182 (Portion), 2183 (Portion), 2184 (Portion), 2186 (Portion), 2187 (Portion), 2201 (Portion), 2202 (Portion), 2203 (Portion), 2207 S.A ss.2 S.A ss.1 (Portion), 2207 S.A ss.2 S.A RP (Portion), 2207 S.A ss.5 (Portion), 2207 S.A ss.7 (Portion), 2207 S.A ss.8 (Portion), 2207 S.A RP (Portion), 2209 S.B ss.1 S.B (Portion), 2209 S.B ss.1 RP (Portion), 2213 RP (Portion), 2214 RP (Portion), 2937 RP (Portion), 2946 (Portion), 2947 (Portion), 2948 (Portion), 2949 S.A (Portion), 2949 S.B (Portion), 2950 (Portion), 2951 (Portion), 2953 S.A (Portion), 2953 S.B (Portion), 2953 RP (Portion), 2959 (Portion), 2960 (Portion), 2961 (Portion), 2972 RP (Portion), 2973 RP (Portion), 2984 RP (Portion), 2985 (Portion), 3090 (Portion), 3091 (Portion), 3092 (Portion), 3093 (Portion), 3094 (Portion), 3097 (Portion), 3099 (Portion), 3100 (Portion), 3101 (Portion), 3102 (Portion), 3113 (Portion), 3114 (Portion), 3115 (Portion), 3116 S.A (Portion), 3116 S.B (Portion), 3117 S.A (Portion), 3118 (Portion), 3119 (Portion), 3122 (Portion), 3123 (Portion), 3132 RP (Portion), 3133 RP (Portion), 3134 RP (Portion), 3136 RP (Portion), 3138 RP (Portion), 3139 (Portion), 3141 (Portion), 3152 (Portion), 3159 (Portion), 3160 (Portion), 3170 (Portion), 3171, 3172 (Portion), 3177 (Portion), 3178 (Portion), 3179 S.A, 3179 RP (Portion), 3180 RP (Portion), 3203 (Portion), 3204, 3205 RP (Portion), 3206 RP (Portion), 3225 RP (Portion), 3226 RP (Portion), 3228 RP (Portion), 3229, 3230, 3231 (Portion), 3232 (Portion), 3234 (Portion), 3235 (Portion), 3236 RP (Portion), 3237 (Portion), 3238 RP (Portion), 3242 RP (Portion), 3243 RP (Portion), 3244 (Portion), 3245 (Portion), 3246 (Portion), 3247 (Portion), 3248 (Portion), 3249 (Portion), 3250 (Portion), 3251 (Portion), 3252 (Portion), 3253 (Portion), 3254 (Portion), 3255 (Portion), 3256 (Portion), 3259 (Portion), 3260 (Portion), 3261 (Portion), 3262 (Portion), 3263 (Portion), 3264 (Portion), 3265 (Portion), 3266 (Portion), 3268 (Portion), 3270 (Portion), 3272 (Portion), 3273 (Portion), 3274 (Portion), 3275 RP (Portion), 3276 RP (Portion), 3285 RP (Portion), 3286 (Portion), 3289 (Portion), 3290, 3291, 3292, 3293, 3294, 3298, 3299 (Portion), 3300 (Portion), 3302 (Portion), 3303 (Portion), 3304 (Portion), 3305 (Portion), 3307 (Portion), 3310 RP (Portion), 3311 RP (Portion), 3312 RP (Portion), 3313 RP (Portion), 3314 RP (Portion), 3316 RP (Portion), 3318 (Portion), 3319 S.A (Portion), 3319 S.B (Portion), 3320, 3321 (Portion), 3322 (Portion), 3323 (Portion), 3324 (Portion), 3325 (Portion), 3327 (Portion), 3328 (Portion), 3329 (Portion), 3330 (Portion), 3331 (Portion), 3338 (Portion), 3339 (Portion), 3340 (Portion), 3342 (Portion), 3343 (Portion), 3345 (Portion), 3346 (Portion), 3347 (Portion), 3348 (Portion), 3349 (Portion), 3350 (Portion), 3351 RP, 3352 RP, 3370 (Portion), 3371 (Portion), 3373 (Portion), 3390 (Portion), 3391 (Portion), 3392 (Portion), 3394 (Portion), 3395 (Portion), 3396 (Portion), 3397, 3398, 3399 (Portion), 3400 (Portion), 3401 (Portion), 3408 (Portion), 3409 (Portion), 3410, 3411 (Portion), 3412, 3413, 3414 RP, 3415 (Portion), 3416 RP (Portion), 3419 (Portion), 3426 (Portion), 3427 (Portion), 3429 RP (Portion), 3430 RP (Portion), 3431 RP (Portion), 3432 RP (Portion), 3433 RP (Portion), 3437 (Portion), 3440 (Portion), 3441 RP (Portion), 3442 RP (Portion), 3443 RP (Portion), 3444 (Portion), 3445 (Portion), 3446 (Portion), 3447 S.A, 3447 RP (Portion), 3448 (Portion), 3449 (Portion), 3450 (Portion), 3452 (Portion), 3453 (Portion), 3454 (Portion), 3460 RP (Portion), 3471 (Portion), 3472 (Portion), 3473, 3474, 3475, 3476, 3477, 3478, 3479, 3480, 3481 (Portion), 3482 (Portion), 3483 (Portion), 3499 (Portion), 3517 RP (Portion), 3519 (Portion), 3520 (Portion), 3521 (Portion), 3522 RP (Portion), 3523 (Portion), 3524 RP (Portion), 3527 RP (Portion), 3528 RP (Portion), 3529 RP (Portion), 3530 (Portion), 3531 (Portion), 3534 (Portion), 3535 (Portion), 3536 (Portion), 3537 (Portion), 3538 (Portion), 3539 (Portion), 3540 (Portion), 3544 (Portion), 3545 (Portion), 3546 (Portion), 3547, 3548, 3549 (Portion), 3550, 3551, 3552 (Portion), 3553 (Portion), 3554 (Portion), 3556 (Portion),

3557 (Portion), 3558 (Portion), 3561 RP (Portion), 3562, 3563 (Portion), 3595 (Portion), 3598 (Portion), 3599 (Portion), 3600, 3601 (Portion), 3602, 3603 (Portion), 3604 (Portion), 3605 (Portion), 3606, 3607, 3608 (Portion), 3609 (Portion), 3614 (Portion), 3615 (Portion), 3616 (Portion), 3617, 3618, 3619 (Portion), 3620 (Portion), 3621 (Portion), 3622 (Portion), 3624 (Portion), 3627 (Portion), 3628 (Portion), 3934 RP (Portion), 3936 (Portion), 3938 (Portion) and 3939 all in Demarcation District No. 124;

Lots Nos. 9 (Portion), 15 (Portion), 19 (Portion), 20 (Portion), 21 (Portion), 23 S.A (Portion), 23 RP (Portion), 24 (Portion), 25 (Portion), 27 (Portion), 29 (Portion), 32 S.A (Portion), 32 S.B (Portion), 36 (Portion), 40 S.C, 40 RP, 41, 42 (Portion), 43 (Portion), 44 S.B (Portion), 50 (Portion), 51 (Portion), 52 (Portion), 95 RP (Portion), 100 (Portion), 109 (Portion), 111, 112 (Portion), 115 RP, 147 (Portion), 169 (Portion), 172 (Portion), 173 (Portion), 174, 175 (Portion), 176 (Portion), 177 (Portion), 178 (Portion), 179 (Portion), 180 S.A (Portion), 180 S.B (Portion), 181 (Portion), 182 (Portion), 183 (Portion), 184 (Portion), 185 (Portion), 186 (Portion), 187 (Portion), 191 (Portion), 192 S.A (Portion), 192 S.B (Portion), 193, 197 (Portion), 199 (Portion), 200 (Portion), 201 (Portion), 202 (Portion), 203 (Portion), 204 (Portion), 206 (Portion), 219 (Portion), 220 (Portion), 222 (Portion), 223 (Portion), 227 (Portion), 232 (Portion), 236 (Portion), 238 (Portion), 239 (Portion), 240 (Portion), 241 (Portion), 242, 243, 244 (Portion), 245, 246 (Portion), 247, 248, 249, 250 (Portion), 251 (Portion), 252 (Portion), 255 (Portion), 256 (Portion), 269 (Portion), 270 (Portion), 272 (Portion), 273 (Portion), 274 (Portion), 275 (Portion), 276 (Portion), 277 (Portion), 278 (Portion), 279 (Portion), 280 (Portion), 281 (Portion), 282 (Portion), 283, 284, 285 (Portion), 313 (Portion), 314 (Portion), 315, 316 (Portion), 317 (Portion), 318 (Portion), 319 (Portion), 320 (Portion), 322 (Portion), 323 (Portion), 324 (Portion), 325 (Portion), 326 (Portion), 328, 329, 330, 331, 332, 333 (Portion), 334 RP (Portion), 335, 336 (Portion), 337, 338, 339, 340, 341, 342, 344 S.A, 344 RP, 345, 346, 347 (Portion), 349 (Portion), 353 (Portion), 360 (Portion), 361 (Portion), 362 (Portion), 363 (Portion), 365 (Portion), 366 (Portion), 367, 368 (Portion), 369 (Portion), 370 S.A (Portion), 370 S.B (Portion), 371 (Portion), 372 (Portion), 373 (Portion), 374 (Portion), 375 (Portion), 388 RP (Portion), 389 RP (Portion), 390 (Portion), 391 (Portion), 392 (Portion), 393, 394 (Portion), 395 (Portion), 396 (Portion), 399 RP (Portion), 401 (Portion), 402, 403 RP, 404 RP, 406 RP, 429 RP, 430 RP (Portion), 431 RP (Portion), 432 RP (Portion), 439 (Portion), 536 (Portion), 537, 538 (Portion), 539 (Portion), 541 (Portion), 545 (Portion), 546 S.A (Portion), 547 (Portion), 554 (Portion), 556 (Portion), 572 (Portion), 573 (Portion), 574 (Portion), 575 (Portion), 576 (Portion), 577 (Portion), 578 (Portion), 579 (Portion), 699 (Portion), 704 (Portion), 705 (Portion), 717 (Portion), 719 (Portion), 720 (Portion), 721 (Portion), 727 (Portion), 728 (Portion), 729 (Portion), 730 (Portion), 731 (Portion), 733 (Portion), 734 (Portion), 736 (Portion), 737 (Portion), 756 (Portion), 757 (Portion), 758 (Portion), 759 (Portion), 760 (Portion), 766 (Portion), 767, 768 (Portion), 770 S.B (Portion), 817 S.A RP (Portion), 817 S.B RP (Portion), 1100 RP (Portion), 1101 RP (Portion), 1102 RP (Portion), 1103 RP (Portion), 1104 RP (Portion), 1105 (Portion), 1107 (Portion), 1132 (Portion), 1138 (Portion), 1139 S.A RP (Portion), 1139 RP (Portion), 1140 (Portion), 1141 RP (Portion), 1144 S.D (Portion), 1144 S.E, 1144 S.F (Portion), 1144 RP (Portion), 1145 (Portion), 1146 (Portion), 1147 (Portion), 1149 (Portion), 1151 (Portion), 1152 (Portion), 1159 (Portion), 1160 (Portion), 1161 (Portion), 1176 RP (Portion), 1187 RP (Portion), 1188 RP (Portion), 1189 RP (Portion), 1191 (Portion), 1192 (Portion), 1195 (Portion), 1197 (Portion), 1198 (Portion), 1199 S.A, 1199 S.B (Portion), 1200 (Portion), 1201 (Portion), 1202 S.A, 1202 S.B (Portion), 1203 (Portion), 1204, 1205 (Portion), 1206 (Portion), 1207 (Portion), 1208 (Portion), 1213 (Portion), 1214 (Portion), 1215 (Portion), 1220 (Portion), 1221 (Portion), 1222 (Portion), 1228 (Portion), 1229 RP (Portion), 1231 RP (Portion), 1236 (Portion), 1237 (Portion), 1238 (Portion), 1243 RP (Portion), 1244 RP (Portion), 1245 RP, 1256 RP (Portion), 1276 RP (Portion), 1279 (Portion), 1294 (Portion), 1295 RP (Portion), 1304 (Portion), 1305 RP (Portion), 1306 RP (Portion), 1307 RP (Portion), 1308 (Portion), 1309 (Portion), 1311 (Portion), 1312, 1313 (Portion), 1314 (Portion), 1315 (Portion), 1317 S.A, 1317 RP, 1318, 1319 S.A RP (Portion), 1319 S.B, 1319 S.C, 1321 RP, 1322 RP, 1324 RP (Portion), 1325 RP (Portion), 1326 RP (Portion), 1334 (Portion), 1335 (Portion), 1448 RP (Portion), 1450 RP, 1451 RP (Portion), 1452 RP (Portion), 1453 (Portion), 1454 RP (Portion), 1457 RP (Portion), 1458 RP (Portion), 1459 RP (Portion), 1474 (Portion), 1475 RP (Portion), 1476 RP (Portion), 1477 (Portion), 1479 RP (Portion), 1480 RP (Portion), 1481 S.B RP (Portion), 1482 RP (Portion), 1484 RP (Portion), 1486 RP (Portion), 1488 RP (Portion), 1489 RP (Portion), 1490 RP, 1491 RP (Portion), 1492 RP (Portion), 1493 (Portion), 1498 S.A ss.2 (Portion), 1498 S.A RP (Portion), 1498 S.B RP (Portion), 1499 RP (Portion), 1500 (Portion), 1501 RP (Portion), 1502 RP (Portion), 1503 RP (Portion), 1505 S.A (Portion), 1506 (Portion), 1508 RP (Portion), 1510 RP (Portion), 1511 RP (Portion),

1513 (Portion), 1527 RP (Portion), 1528 RP (Portion), 1529 RP (Portion), 1530 RP (Portion), 1531 (Portion), 1538 RP (Portion), 1539 (Portion), 1540 (Portion), 1541 RP (Portion), 1542 RP (Portion), 1543 (Portion), 1544 (Portion), 1546 (Portion), 1547 (Portion), 1549 (Portion), 1550 (Portion), 1551 (Portion), 1552 RP (Portion) [formerly known as 1552 S.C (Portion), 1552 S.D (Portion), 1552 S.E (Portion), 1552 S.F and 1552 RP (Portion)], 1553 (Portion), 1555 (Portion), 1556 S.B, 1556 RP (Portion), 1557 RP (Portion), 1558 S.B, 1558 RP (Portion), 1560 RP (Portion), 1593 (Portion), 1594 (Portion), 1596, 1597, 1598 RP (Portion), 1599 (Portion), 1600 (Portion), 1601 (Portion), 1602 (Portion), 1603 (Portion), 1604 S.A (Portion), 1604 RP (Portion), 1605 (Portion), 1606 (Portion), 1607 (Portion), 1608 S.A (Portion), 1608 S.B (Portion), 1609 (Portion), 1610 (Portion), 1667 S.B RP (Portion), 1668 S.B RP, 1670 RP (Portion), 1671 S.B RP (Portion), 1672 S.B RP, 1673 RP, 1674 RP (Portion), 1675, 1676 RP (Portion), 1677 S.A, 1677 S.B (Portion), 1682 (Portion), 1683 (Portion), 1684 S.A (Portion), 1684 S.B (Portion), 1685 (Portion), 1687 (Portion), 1743 RP (Portion), 1744 S.K (Portion), 1744 RP (Portion), 1745 (Portion), 1747, 1748 (Portion), 1749 (Portion), 1750 (Portion), 1751 (Portion), 1752 (Portion), 1753 (Portion), 1754 (Portion), 1756 (Portion), 1757 RP (Portion), 1758 RP (Portion), 1759 (Portion), 1967 S.B RP (Portion), 1969 (Portion), 1974 (Portion), 1975 RP (Portion), 1976 RP (Portion), 1977 (Portion), 1980 RP (Portion), 1998 RP (Portion), 1999 (Portion), 2000, 2001 (Portion), 2002 (Portion) and 2003 (Portion) all in Demarcation District No. 125;

Lot No. 26 S.B RP (Portion) in Demarcation District No. 127; and

Lots Nos. 1674 RP (Portion), 1689, 1690 (Portion), 1691 (Portion), 1693 (Portion), 1694 (Portion), 1695 (Portion), 1696 (Portion), 1702 RP, 1703 (Portion), 1704 (Portion), 1707 (Portion), 1709 RP (Portion), 1711 RP (Portion), 1717 RP, 1719 RP (Portion), 1720 RP (Portion), 1721 RP (Portion), 1722 RP (Portion), 1724 RP (Portion), 1733 (Portion), 1734 (Portion), 1735 (Portion), 1736 RP (Portion), 1738 RP (Portion), 1739 RP (Portion), 1740 RP (Portion), 1742 (Portion), 1745 (Portion), 1746 (Portion), 1747 (Portion), 1748 (Portion), 1749 (Portion), 1750 (Portion), 1751 (Portion), 1752 (Portion), 1753 (Portion), 1754 (Portion), 1755 (Portion), 1756 (Portion), 1757 RP, 1758, 1759 (Portion), 1760, 1761 (Portion), 1762 RP (Portion), 1764 RP (Portion), 1765 RP (Portion), 1766 S.C (Portion), 1766 S.D RP (Portion), 1766 S.F RP (Portion), 1766 RP (Portion), 1767 RP (Portion), 1768 RP (Portion), 1769 RP, 1772 RP (Portion), 1773, 1774 (Portion), 1775 (Portion), 1776 (Portion), 1778, 1779 S.A ss.1, 1779 S.A RP (Portion), 1779 S.B ss.1 (Portion), 1779 S.B RP (Portion), 1779 S.C (Portion), 1779 RP (Portion), 1780, 1781 (Portion), 1782, 1783, 1784 (Portion), 1785 (Portion), 1803 RP (Portion), 1804 RP (Portion), 1808 (Portion), 1810 RP (Portion), 1813 RP (Portion), 1817 RP (Portion), 1820 RP (Portion), 1824 RP (Portion), 1825 S.A (Portion), 1825 S.B, 1825 RP (Portion), 1829 RP, 1830, 1831, 1832 (Portion), 1833 (Portion), 1835 (Portion), 1836 (Portion), 1839 (Portion), 1840 RP (Portion), 1841 RP (Portion), 1846 (Portion), 1847 (Portion), 1849 RP (Portion), 1850 RP (Portion), 1856 (Portion), 1862 (Portion), 1864 RP (Portion), 1865 RP (Portion), 1866 RP (Portion), 1875 (Portion), 1876 S.A, 1876 RP (Portion), 1877 (Portion), 1881 (Portion), 1883 RP (Portion), 1889 RP, 1892 (Portion), 1893, 1894 (Portion), 1895 RP (Portion), 1914 (Portion), 1918 (Portion), 1925 (Portion), 1927 (Portion), 1930 RP (Portion), 1931 (Portion), 1932 RP (Portion), 1935 (Portion), 1936 (Portion), 1937 (Portion), 1938 (Portion), 1939 (Portion), 1940 S.A (Portion), 1940 RP, 1941 S.A (Portion), 1941 RP (Portion), 1942 (Portion), 1948 (Portion), 1949 (Portion), 1950 (Portion), 1951 (Portion), 1952 (Portion), 1953 (Portion), 1954 (Portion), 1958 RP, 2045 RP (Portion), 2053 S.B RP (Portion), 2061 S.B RP, 2062 S.B RP, 2063 S.B RP (Portion), 2114 (Portion), 2115 (Portion), 2116 (Portion), 2117 (Portion), 2119 (Portion), 2120 (Portion), 2128 (Portion), 2129 (Portion), 2143 (Portion), 2144 RP (Portion), 2173 (Portion), 2175 S.A (Portion), 2176 (Portion), 2177 (Portion), 2178, 2179 (Portion), 2180 (Portion), 2181 (Portion), 2185 (Portion), 2186 (Portion), 2187 (Portion), 2188 (Portion), 2189 (Portion), 2190 (Portion) and 2191 S.B (Portion) all in Demarcation District No. 130

and shown coloured orange on the Resumption Plan No. YLM10744 and Modification Resumption Plans Nos. YLM11095 and YLM11155 and also the land shown coloured orange stippled black on the Resumption Plan No. YLM10744 annexed to the said order, which land was described in the scheme referred to in Government Notice No. 5387 published on 30 September 2022 and 7 October 2022 and as modified by Government Notice No. 272 published on 19 January 2024 and 26 January 2024, shall be resumed.

The electronic version of this notice and the aforesaid Resumption Plan and Modification Resumption Plans may be viewed on the Lands Department website (<https://www.landsd.gov.hk/en/resources/gov-notices/acq.html>) under Government Notices after this notice is published in the

Gazette. A copy of the said order, a copy of this notice, and the aforesaid Resumption Plan and Modification Resumption Plans may be inspected by members of the public, free of charge, at the following offices during the following hours when those offices are normally open to the public:—

<i>Offices</i>	<i>Opening Hours (except on public holidays)</i>
Central and Western Home Affairs Enquiry Centre, Ground Floor, Harbour Building, 38 Pier Road, Central, Hong Kong	Monday to Friday 9.00 a.m. to 7.00 p.m.
Tuen Mun Home Affairs Enquiry Centre, 2nd Floor, Tuen Mun Government Offices, No. 1 Tuen Hi Road, Tuen Mun, New Territories	
Yuen Long Home Affairs Enquiry Centre, Ground Floor, Yuen Long District Office Building, 269 Castle Peak Road, Yuen Long, New Territories	
District Lands Office, Tuen Mun, 6th Floor, Tuen Mun Government Offices, No. 1 Tuen Hi Road, Tuen Mun, New Territories	Monday to Friday 8.45 a.m. to 12.30 p.m. and 1.30 p.m. to 5.30 p.m.
District Lands Office, Yuen Long, 9th Floor, Yuen Long Government Offices, 2 Kiu Lok Square, Yuen Long, New Territories	

This notice was affixed on or near the said land on 30 May 2024.

The Deputy Director/Specialist, Lands Department has under section 13(2) of the Ordinance specified a period of notice of THREE MONTHS from the date upon which this notice was affixed on or near the said land.

It is hereby declared that upon expiry of that period at midnight on 30 August 2024, the land described above shall by virtue of section 13(3) of the Ordinance revert to the Government of the Hong Kong Special Administrative Region for the purposes of or incidental to the works or the use described in the said scheme. The date of reversion shall be 31 August 2024.

Any person entitled to compensation under the Ordinance may serve upon the Secretary for Transport and Logistics a written claim, which can be submitted *via* one of the following means, before the expiration of one year from the date of resumption:—

- (1) By post or by hand to the Transport and Logistics Bureau's Drop-in Box No. 6 located at the 2nd Floor Entrance, East Wing, Central Government Offices, 2 Tim Mei Avenue, Tamar, Hong Kong. The box is available for use between 8.00 a.m. and 7.00 p.m. from Monday to Friday (except public holidays);
- (2) By fax to (852) 2868 4643; or
- (3) By email to (gazettetlb@tlb.gov.hk).

Personal Information Collection Statement

Any information, including the personal data, submitted to the Secretary for Transport and Logistics in connection with any written claims served under section 29 of the Roads (Works, Use and Compensation) Ordinance (Chapter 370) will be used for the processing of the claims and other related purposes. The provision of the information, including the personal data, as required under section 29 of the Roads (Works, Use and Compensation) Ordinance (Chapter 370) is obligatory. If such information, including the personal data, as required under section 29 of the Roads (Works, Use and Compensation) Ordinance (Chapter 370) is not provided as requested, the claims may be rejected. Any information, including the personal data, so submitted may be disclosed to the relevant government departments and other organizations or agencies which are required to handle the claims and related matters. Persons who have so submitted their personal data have the rights to request access to and correction of their personal data in relation to their claims. Request for access to or correction of the personal data should be made in writing to the Personal Data Privacy Officer of the Transport and Logistics Bureau at 20th Floor, East Wing, Central Government Offices, 2 Tim Mei Avenue, Tamar, Hong Kong.

ROADS (WORKS, USE AND COMPENSATION) ORDINANCE (Chapter 370)

AS APPLIED BY SECTION 26 OF THE

WATER POLLUTION CONTROL (SEWERAGE) REGULATION (Chapter 358, Subsidiary Legislation AL)

(Notice under section 14)

RESUMPTION OF LAND FOR
PWP ITEM NOS. 7787CL (PART), 7829CL AND 4428DS
SEWERAGE WORKS UNDER
HUNG SHUI KIU/HA TSUEN NEW DEVELOPMENT AREA
ADVANCE WORKS PHASE 3 AND STAGE 2 WORKS—
SITE FORMATION AND ENGINEERING INFRASTRUCTURE;
AND HUNG SHUI KIU EFFLUENT POLISHING PLANT

TAKE NOTICE that under powers delegated by the Chief Executive of the Hong Kong Special Administrative Region, the Deputy Director/Specialist, Lands Department has made an order under section 13(1) of the Roads (Works, Use and Compensation) Ordinance (Chapter 370) (hereinafter referred to as 'the Ordinance') as applied by section 26 of the Water Pollution Control (Sewerage) Regulation (Chapter 358, Subsidiary Legislation AL) directing that all those pieces or parcels of land in the New Territories more particularly described below:—

Lots Nos. 1195 (Portion), 1196 (Portion), 1347 (Portion), 1348 (Portion), 1351 (Portion), 1352 (Portion), 1353 (Portion), 1551 (Portion), 1556 RP (Portion) and 1557 (Portion) all in Demarcation District No. 124;

Lots Nos. 295 (Portion), 296 (Portion), 297 (Portion), 303 (Portion), 304 (Portion), 308 (Portion), 309, 310, 311 (Portion), 314 (Portion), 316 (Portion), 317 (Portion), 1243 RP (Portion), 1279 (Portion), 1280, 1281, 1282, 1285, 1286, 1287, 1288, 1289, 1290, 1291, 1292, 1293, 1294 (Portion), 1295 RP (Portion), 1296, 1297, 1298, 1299, 1300, 1301, 1302, 1303, 1304 (Portion), 1305 RP (Portion), 1325 RP (Portion), 1326 RP (Portion), 1327 (Portion), 1328 (Portion), 1341 (Portion), 1342 S.A, 1342 S.B (Portion), 1343, 1344, 1345, 1346, 1347, 1348, 1349, 1350 S.A, 1350 RP, 1351, 1352, 1353, 1354, 1355, 1356, 1357, 1358 RP, 1359, 1448 RP (Portion), 1451 RP (Portion), 1452 RP (Portion), 1453 (Portion), 1454 RP (Portion), 1458 RP (Portion) and 1459 RP (Portion) all in Demarcation District No. 125; and

Lots Nos. 1768 RP (Portion), 1895 RP (Portion), 1896 S.A (Portion) and 1903 RP (Portion) all in Demarcation District No. 130

and shown coloured orange on the Resumption Plan No. YLM10745 and Modification Resumption Plan No. YLM11103 annexed to the said order, which land was described in the scheme referred to in Government Notice No. 5388 published on 30 September 2022 and 7 October 2022 and as modified by Government Notice No. 273 published on 19 January 2024 and 26 January 2024, shall be resumed.

The electronic version of this notice and the aforesaid Resumption Plan and Modification Resumption Plan may be viewed on the Lands Department website (<https://www.landsd.gov.hk/en/resources/gov-notices/acq.html>) under Government Notices after this notice is published in the *Gazette*. A copy of the said order, a copy of this notice, and the aforesaid Resumption Plan and Modification Resumption Plan may be inspected by members of the public, free of charge, at the following offices during the following hours when those offices are normally open to the public:—

<i>Offices</i>	<i>Opening Hours (except on public holidays)</i>
Central and Western Home Affairs Enquiry Centre, Ground Floor, Harbour Building, 38 Pier Road, Central, Hong Kong	Monday to Friday 9.00 a.m. to 7.00 p.m.
Tuen Mun Home Affairs Enquiry Centre, 2nd Floor, Tuen Mun Government Offices, No. 1 Tuen Hi Road, Tuen Mun, New Territories	
Yuen Long Home Affairs Enquiry Centre, Ground Floor, Yuen Long District Office Building, 269 Castle Peak Road, Yuen Long, New Territories	
District Lands Office, Tuen Mun, 6th Floor, Tuen Mun Government Offices, No. 1 Tuen Hi Road, Tuen Mun, New Territories	Monday to Friday 8.45 a.m. to 12.30 p.m. and 1.30 p.m. to 5.30 p.m.
District Lands Office, Yuen Long, 9th Floor, Yuen Long Government Offices, 2 Kiu Lok Square, Yuen Long, New Territories	
Environmental Protection Department, Revenue Tower Office, 33rd Floor, Revenue Tower, 5 Gloucester Road, Wan Chai, Hong Kong	Monday to Friday 9.00 a.m. to 5.00 p.m.
Environmental Protection Department, Environmental Compliance Division Regional Office (North), 10th Floor, Shatin Government Offices, 1 Sheung Wo Che Road, Sha Tin, New Territories	
Land Registry, 19th Floor, Queensway Government Offices, 66 Queensway, Hong Kong	Monday to Friday 9.00 a.m. to 12.30 p.m. and 2.00 p.m. to 5.00 p.m.

This notice was affixed on or near the said land on 30 May 2024.

The Deputy Director/Specialist, Lands Department has under section 13(2) of the Ordinance as applied by section 26 of the Water Pollution Control (Sewerage) Regulation (Chapter 358, Subsidiary Legislation AL) specified a period of notice of THREE MONTHS from the date upon which this notice was affixed on or near the said land.

It is hereby declared that upon expiry of that period of notice at midnight on 30 August 2024, the land described above shall by virtue of section 13(3) of the Ordinance as applied by section 26 of the Water Pollution Control (Sewerage) Regulation (Chapter 358, Subsidiary Legislation AL) revert to the Government of the Hong Kong Special Administrative Region for the purposes of or incidental to the works or the use described in the said scheme. The date of reversion shall be 31 August 2024.

Any person entitled to compensation under the Water Pollution Control (Sewerage) Regulation (Chapter 358, Subsidiary Legislation AL) may serve a written claim upon the Secretary for Environment and Ecology at 16th Floor, East Wing, Central Government Offices, 2 Tim Mei Avenue, Tamar, Hong Kong before the expiration of one year from the date of resumption.

Personal Information Collection Statement

Any information, including the personal data, submitted to the Secretary for Environment and Ecology in connection with any written claims served under Part VI of the Water Pollution Control (Sewerage) Regulation (Chapter 358, Subsidiary Legislation AL) will be used for the processing of the claims and other related purposes. The provision of any information, including the personal data, as required under Part VI of the Water Pollution Control (Sewerage) Regulation (Chapter 358, Subsidiary Legislation AL) is obligatory. If such information, including the personal data, as required under Part VI of the Water Pollution Control (Sewerage) Regulation (Chapter 358, Subsidiary Legislation AL) is not provided as requested, the claims may be rejected. Any information, including the personal data, so submitted may be disclosed to the relevant government departments and other persons, organizations or agencies which are required to handle the claims and related matters. Persons who have so submitted their personal data have the rights to request access to and correction of their personal data in relation to their claims. Request for access to or correction of the personal data should be made in writing to the Senior Environmental Protection Officer (Knowledge Management) of Environmental Protection Department at Revenue Tower Office, 33rd Floor, Revenue Tower, 5 Gloucester Road, Wan Chai, Hong Kong.

30 May 2024

Joanne LOU *Chief Estate Surveyor/New Development Area*

Annex II

Tenancy Agreement of the Affected Business Operator



THIS AGREEMENT

made the 13th day of December Two thousand and Twenty One

BETWEEN the parties whose names and addresses and descriptions are more particularly described and set out in Part I of the First Schedule hereto (hereinafter respectively referred to as "the Landlord" and "the Tenant")

WHEREBY IT IS MUTUALLY AGREED as follows:-

1. The Landlord shall sub-let and the Tenant shall take ALL THOSE premises more particularly described in Part II of the First Schedule hereto comprising the Open Area and the Covered Area ("Open Area" and "Covered Area" both as hereinafter defined and collectively called "the said premises").
2. The sub-tenancy shall be for the period and commence on the date stated in Part III of the First Schedule hereto (hereinafter called "the said term") and subject to the provisions for earlier termination as hereinafter mentioned.
3. The rent per calendar month for the said premises during the said term shall be as stated in Part IV of the First Schedule hereto (hereinafter called "the said rent"). The said rent payable hereunder shall be payable in advance and clear of all deductions whatsoever and the first of such payments to be made on the signing of this Agreement.
4. On signing this Agreement the Tenant shall deposit and maintain with the Landlord the sum stated in Part V of the First Schedule hereto (hereinafter called "the said deposit") as deposit and as security for the due performance and observance by the Tenant of the agreements, stipulations and conditions herein and on the part of the Tenant to be performed and observed. The Landlord shall, provided it has served prior written notice on the Tenant specifying the breach and the Tenant has failed to rectify the breach within twenty-one (21) days after its receipt of the Landlord's notice, be entitled at any time during the said term to deduct from the said deposit the amount of any rent or other charges payable hereunder which is in arrears or any loss or damage incurred or sustained by the Landlord as the result of any non-observance or non-performance by the Tenant of any such agreements, stipulations and conditions. In the event that any deduction being made by the Landlord from the said deposit in accordance herewith the Tenant shall on demand by the Landlord forthwith further deposit the amount so deducted and failure by the Tenant so to do within twenty-one (21) days shall entitle the Landlord forthwith to determine this Agreement upon written notice to the Tenant. Provided there is no subsisting breach on the Tenant's part of the said agreements, stipulations and conditions, the said deposit shall be refunded in Hong Kong Dollars to the Tenant in full forthwith within thirty (30) days after delivery of vacant possession of the said premises to the Landlord but without any interest costs or compensation

whatsoever and after full settlement of all outstanding payments due and payable by the Tenant hereunder PROVIDED that if any of the fixtures, partitions or fittings on the said premises shall be found to be damaged or destroyed upon the termination of this Agreement except for normal wear and tear they shall forthwith be repaired or replaced (as the case may require) by the Tenant failing which the Landlord shall be entitled to repair or replace the same (as the case may require) upon written notice to the Tenant and deduct the reasonable expenses therefor from the said deposit before returning the balance to the Tenant and if the said deposit shall be insufficient then the deficit shall forthwith be made good by the Tenant to the Landlord and be recoverable by the Landlord as a debt.

5. The Tenant to the intent that the obligations hereunder shall continue throughout the said term of sub-tenancy hereby agrees with the Landlord as follows :-

- (a) To pay the said rent at the time and in manner specified hereunder without any deduction whatsoever. If the Tenant shall fail to pay the said rent reserved in Clause 3 hereof on or before the due date of payment of the same, it shall be lawful for the Landlord to charge and the Tenant shall pay interest on the rent overdue at the rate of 2% per month for every month or part thereof during which the said rent shall be unpaid.
- (b) To pay the Rates charged on the said premises as assessed by the Government of Hong Kong Special Administrative Region ("the Government") quarterly in advance within the months of January, April, July and October provided that the first payment thereof shall be paid on the commencement of the sub-tenancy hereby created. The Tenant shall produce to the Landlord the receipt or other evidence of payment thereof if reasonably required by the Landlord to do so.
- (c) To pay and discharge punctually during the said term all assessments, duties, charges, impositions, utility charges and other outgoings of a non capital and recurring nature now or at any time hereafter to be imposed or charged by the Government or other lawful authority in respect of the said premises or any part thereof.
- (d) To pay and discharge all telephone charges and all charges for electricity and water consumed by the Tenant in the said premises and all services maintenance and all other outgoings in respect of the said premises including all the deposits therefor.
- (e) To pay on demand to the Landlord the reasonable costs incurred by the Landlord in cleansing and clearing any of the manholes, drains, pipes, sanitary, plumbing, apparatus or conduits choked or stopped up owing to careless or improper use thereof by the Tenant or its employees, workmen, servants, agents and visitors.
- (f) To use the said premises for such purpose as stated in the Part VI of the First Schedule hereto only. For the avoidance of doubt, The Landlord does not warrant that the said premises will fit for the Tenant's business purpose.
- (g) Not to use the said premises or any part thereof or permit the same to be used for

any illegal or immoral or improper purpose and shall not permit any part of the said premises to be used for the purpose of gambling other than in the form of normal lawful entertainment. For the avoidance of doubt, use of the said premises for storage of licensed and unlicensed motor vehicles as specified in Part VI of the First Schedule hereto shall not be deemed to be a breach of this Agreement.

- (h) Not to use or permit the said premises to be used for the purpose of production and manufacture of goods and merchandise.
- (i) Not to produce or permit to be produced at any time in the said premises any music or noise (including sound produced by loudhailer, loudspeaker, broadcasting from radio, television and any instrument capable of producing or reproducing music and sound but excluding the sounds produced in normal business operation of the Tenant) so as to constitute a nuisance or to give cause for reasonable complaint on the part of the occupants of neighbouring premises and generally not to do or permit to be done anything which may be or become a nuisance damage or disturbance to the Landlord or to any of the tenants or occupiers of the neighbouring premises.
- (j) To notify the Landlord in writing of any notices served by any competent Government authority.
- (k) At the Tenant's own expense to keep the said premises together with the Structure (as hereinafter defined) including the flooring and interior plaster or other finishing material or rendering on wall floors and ceilings, including all doors, windows, electrical installations and wiring (if any) in good tenable repair and condition and to maintain the same at the expense of the Tenant and deliver up to the Landlord at the expiration or sooner determination of the said term in the like condition (fair wear and tear and damage or destruction arising from any cause referred to in Clause 7(d) hereof excepted) PROVIDED THAT, subject to Clause 10(b)(i) of the Second Schedule hereto, the Landlord shall be responsible for the repair and maintenance of the fixtures installed by the Landlord (i.e., the Structure and the fence) on the said premises (not due to or caused by the act, default or negligence of the Tenant).
- (l) To repair or replace, if so required by the appropriate supply company statutory undertaker or Government authority (as the case may be) under any of the terms of Electricity Supply Ordinance for the time being in force or any Orders in Council or Regulations made thereunder all the electrical installations and apparatus within the said premises and the wirings from the Tenant's meter or meters to and within the same if the same are damaged by or installed by the Tenant.
- (m) To replace all broken or damaged windows, doors and fixtures of the said premises (if any) and all electrical and water installations on the said premises whether the same be broken or damaged by the Tenant.
- (n) To take all reasonable precautions to protect the said premises (including the

Structure) against damage by fire, flood, bursting of pipes, storm or typhoon or the like and in the event of the Tenant's failing to take all such reasonable precautions to make good at the Tenant's expense any such damage as may be caused and to indemnify the Landlord fully against all claims demands actions and legal proceedings whatsoever that may be made upon the Landlord by any person in respect of any such damage.

- (o) To keep at all times during the said term hereby created at the expense of the Tenant such lavatories and water closets and the apparatus and equipment in connection therewith within the said premises (if any) in good clean and tenable state and in proper repair and condition to the reasonable satisfaction of the Landlord and of the Public Health or other government authorities concerned.
- (p) To permit the Landlord or its agents and all persons authorized by it with or without appliances at all reasonable times upon prior appointment (save in case of emergency) to enter the said premises to examine the state of repair and condition thereof and to check the said premises (including the fixtures, fittings and equipment therein). The Tenant will forthwith upon receipt of any written notice from the Landlord specifying any defects or wants of repair found in the said premises repair and make good all defects and wants of repair thereto PROVIDED THAT in case the Tenant shall fail to do so within twenty-one (21) days from the date of such notice as aforesaid or to proceed diligently with the execution of such repair the Landlord may enter the said premises with workmen and materials and make good such defects and wants of repair and the reasonable costs of the same shall be borne by the Tenant.
- (q) Not to keep or store or cause or permit to be kept or stored any arms ammunitions gun-powder salt-petre petrol kerosene or other explosive or combustible substance or hazardous goods or unlawful goods in any part of the said premises (save that the Tenant shall be entitled to store reasonable quantities of such substance or goods not in contravention with any or all laws Ordinances Orders in Council rules and regulations) and not at any time during the said term to allow the said premises or any part thereof to be used in any way entailing a fine forfeiture or penalty against the Landlord under any law for the time being in force in Hong Kong save as otherwise provided in this Agreement.
- (r) Not to do any act which shall amount to a breach or non-observance of any negative or restrictive covenant contained in the Government Lease and/or Conditions of Grant under which the Landlord holds the said premises from the Government save as otherwise provided in this Agreement or to use the said premises for the purposes under Part VI of the First Schedule hereto.
- (s) Not without the previous consent of the Landlord (such consent not to be unreasonably withheld or delayed) to erect, install or alter any fixtures, partitioning or other erection or installation in the said premises or any part thereof or without the like consent to make or permit to be made alterations in or

additions to the electrical/water wiring/piping and installations or to install or permit to be installed any equipment, apparatus, or machinery which imposes a weight on any part of the flooring in excess of that for which it is designed or which requires any additional electrical/water main wiring/piping or which consumes electricity/water not metered through the Tenant's separate meter. The Landlord shall be entitled to reasonably prescribe the maximum weight and permitted location of safes and other heavy equipment and to require that the same stand on supports of such dimensions and material to distribute the weight as the Landlord may reasonably deem necessary.

- (t) Not to affix, exhibit or put up or displayed any signboard, sign, decoration, illuminated signs, placard, poster or other advertisement whatsoever inside or outside the said premises or on any door wall or window thereof other than the display of the Tenant's name or its tradename, signboards or signs as are reasonably required relating to the business of the Tenant PROVIDED ALWAYS THAT the position, size or decoration shall be subject to the prior written approval of the Landlord (such approval shall not be unreasonably withheld or delayed).
- (u) Not to cut maim or injure or permit to be cut maimed or injured any walls, beams structural members or any other parts of the fabric of the said premises and not to cut maim or injure or permit to be cut maimed or injured any doors and windows of the said premises without the prior approval of the Landlord (such approval not to be unreasonably withheld or delayed) and at the expiration or sooner determination of this Agreement, the Tenant shall repair and reinstate the same to their original state.
- (v) To obey and comply with all the requirements of the Government or other lawful authorities and all laws Ordinances Orders in Council rules and regulations and to be answerable and responsible for the consequence of any breach of Ordinances Orders in Council or rules or regulations by any inmate or occupier of the said premises save as otherwise provided in this Agreement or to use the said premises for the purposes under Part VI of the First Schedule hereto.
- (w) Save for anything caused by the act, neglect or default of the Landlord, its servants, agents, licensees or contractors, to be wholly responsible for any damage or injury caused to any other person whomsoever directly or indirectly through the defective or damaged condition of any part of the non-structural interior of the said premises for which the Tenant is responsible hereunder and to make good the same by payment or otherwise and to indemnify the Landlord from and against all claims demands actions and legal proceedings whatsoever made against the Landlord in respect of any damage or injury to any person whomsoever in respect thereof caused by the negligence of the Tenant.
- (x) At the expiration or sooner determination of this Agreement to deliver up to the Landlord vacant possession of the said premises together with the Structure in good clean and tenantable repair and condition (fair wear and tear and latent structural inherent defects and damage caused by events mentioned in Clause 7(d)

hereof excepted) together with any additional erections alterations or improvements which the Tenant may with the consent of the Landlord make in the said premises without payment of any compensation for such additional erections alterations or improvements PROVIDED THAT the Landlord may at its discretion require the Tenant or the Tenant may elect to reinstate, remove or do away with any alterations, fixtures or additions (made to the said premises with or without the Landlord's consent) before delivering up the said premises to the Landlord.

- (y) Not to assign, transfer, sub-let, lend, share or part with the possession of the said premises or any part thereof. The sub-tenancy shall be personal to the Tenant named in this Agreement and without in any way restricting the generality of the foregoing the acts and events set forth hereunder shall, unless previous written approval is obtained from the Landlord (such approval not to be unreasonably withheld or delayed), be deemed to be breaches of this Clause :-

- (i) Person not a party to this Agreement obtains the right to use possess occupy or enjoy the said premises or any part thereof or does in fact use possess occupy or enjoy the same by virtue of a Power of Attorney or similar authority given to it by the Tenant.
- (ii) The reconstruction, amalgamation, merger, take-over, voluntary liquidation or change in the majority shareholding or change in person or persons who has or have effective control of an incorporated company who is the Tenant herein.

Notwithstanding anything herein, the Tenant may, subject to the prior written consent of the Landlord (such consent shall not be unreasonably withheld or delayed), transfer and assign all its rights and obligations under this Agreement to:

(i) a Jardine Matheson Group Company; or (ii) to a purchaser of the entire issued shares of the Tenant on the basis that the assignee shall accept and assume all the liabilities of the Tenant and agree to observe and perform all the terms and conditions of this Agreement. All costs and expenses of the said assignment, including the costs and expenses of the Landlord, shall be borne by the Tenant absolutely. For the purpose of this sub-clause, "Jardine Matheson Group Companies" means companies which are subsidiaries or holding companies (whether direct or indirect) of Jardine Matheson Limited, and companies which are subsidiaries of any holding companies (whether direct or indirect) of Jardine Matheson Limited, and any companies which any of the above entities holds a direct or indirect interest of 20% or more from time to time.

- (z) Not to cause or permit any offensive or unusual odours to be produced upon permeate through or emanate from the said premises.

6. The Landlord hereby agrees with the Tenant as follows :-

- (a) To pay the Government Rent, property tax and outgoing of a capital and non-recurring nature of the said premises and to pay the capital and non-recurring

expenses in respect of the Structure caused by events mentioned in Clause 7(d) hereof during the said term hereby created.

- (b) Upon the Tenant paying the said rent and performing and observing the agreements, stipulations and conditions hereinbefore contained the Tenant shall have quiet and exclusive possession and enjoyment of the said premises without any interruption by the Landlord or any person lawfully claiming through under or in trust for the Landlord.
- (c) To keep in good condition and proper repair the fencing of the said premises and also the main drains and pipes and main electric cables and wirings.
- (d) To pay the rent and all charges reserved under the lease with the registered owner of the said premises ("Head Lease") and observe and perform all the terms and conditions as the Tenant under the Head Lease therein contained and not to breach any of its obligations thereunder.
- (e) That the use of the said premises as specified in Part VI of the First Schedule hereto shall not be treated as a breach of this Agreement by the Tenant.
- (f) That the Landlord shall procure that the registered owner of the said premises shall not treat the Tenant's use of the said premises as set out in Part VI of the First Schedule hereto as a breach under the Head Lease and this Agreement.
- (g) That the Landlord shall provide free access through a 7.5m width reinforced concrete road feasible for 40 feet container trucks from Tin Ha Road to the said premises.

7. PROVIDED ALWAYS AND IT IS HEREBY AGREED as follows :-

- (a) If the said rent or any part thereof shall be unpaid for twenty-one (21) days after the same becoming payable (whether formally demanded or not) or if the Tenant shall fail or neglect to perform or observe any of the agreements, stipulations or conditions herein contained and on its part to be performed or observed or if the Tenant shall go into liquidation (whether compulsory or voluntary except for the purpose of amalgamation of a solvent company) or shall go into receivership or shall enter into any composition or arrangement with its creditors or shall suffer its goods or chattels to be levied in execution and provided the Tenant has failed to rectify the breach within twenty-one (21) days after its receipt of a written notice from the Landlord specifying the breach, then and in any of the said cases it shall be lawful for the Landlord (upon written notice to the Tenant) at any time thereafter to :-
 - (i) re-enter upon the said premises or any part thereof in the name of the whole by summary dispossession proceedings or any other action or proceeding authorized by law and to remove the Tenant and all persons and property therefrom, and thereupon this Agreement shall absolutely determine; and/or
 - (ii) forfeit the said deposit so paid as aforesaid to the Landlord (as liquidated damages and not as penalty) but without prejudice to any

right of action of the Landlord against the Tenant in respect of any breach by the Tenant of any agreements stipulations or conditions herein contained. All reasonable costs and expenses incurred by the Landlord in demanding the said rent and other charges shall be repaid by the Tenant.

- (b) Acceptance of rent by the Landlord shall not be deemed to operate as waiver by the Landlord of any right to proceed against the Tenant in respect of any breach by the Tenant of any of its obligations herein.
- (c) No condoning, excusing or overlooking by the Landlord of any default, breach or non-observance or non-performance by the Tenant at any time of any of the Tenant's obligations herein contained shall operate as a waiver of the Landlord's rights herein in respect of any continuing or subsequent default breach or non-observance or non-performance or so as to defeat or affect in any way the rights and remedies of the Landlord hereunder in respect of any such continuing or subsequent default or breach and no waiver by the Landlord shall be inferred from or implied by anything done or omitted by the Landlord unless expressed in writing and signed by the Landlord. Any consent given by the Landlord shall operate as a consent only for the particular matter to which it relates and it shall in no way be considered as a waiver or release of any of the provisions hereof nor shall it be construed as dispensing with the necessity of obtaining the specific written consent of the Landlord in the future unless expressly so provided.
- (d) In the event of the said premises or any part thereof at any time during the said term being damaged or destroyed by fire (not due to or caused by the default or negligence of the Tenant), water, storm, wind, typhoon, white-ants, earthquake, collapse, subsidence of the ground or any other cause (not attributable to the act or default or negligence of the Tenant) so as to render the said premises unfit for use and occupation or being declared unfit for use and occupation or become subject to a closure order or inaccessible then the said rent, Government Rates and all other outgoings and charges of a non-capital and recurring nature hereby stipulated or a fair proportion thereof according to the nature and extent of the damage sustained shall be suspended until the said premises shall be again rendered fit for occupation and use AND PROVIDED ALWAYS THAT the Landlord shall be under no obligation to repair or reinstate the said premises or any part thereof so destroyed or damaged AND FURTHER PROVIDED THAT should the said premises not having been reinstated in the meantime either the Landlord or the Tenant may at any time after three (3) months from the occurrence of such damage or destruction or order give to the other of them notice in writing to determine this Agreement and thereupon the same and everything herein contained shall cease and be void as from the date of the occurrence of such destruction or damage or order or of the said premises becoming inaccessible but without prejudice to the rights and remedies of either party against the other in respect of any antecedent claim or breach of the

agreement stipulations terms and conditions herein contained or of the Landlord in respect of the rent payable hereunder prior to the coming into effect of the suspension.

- (e) If any damage is caused to the Landlord or to any person whomsoever directly or indirectly through any defective or damaged condition of any part of the said premises (including doors, windows and other fixtures, if any) or through the neglect or default of the Tenant, its servants, agents, visitors and workmen the Tenant shall be wholly responsible therefor and shall make good the same by payment or otherwise and shall fully indemnify the Landlord against all claims demands actions and legal proceedings whatsoever made upon the Landlord by person in respect thereof. For the purpose of these presents, any act, default or omission of the agents, employees, servants, invitees and visitors of the Landlord or Tenant shall be deemed to be the act, default or omission of the Landlord or Tenant respectively for all intents and purposes.
- (f) The Landlord shall not be in any way liable to the Tenant or to any person or persons claiming any right, title or interest under the Tenant or any person expressly or impliedly authorized by the Tenant to enter, leave or remain on the said premises or any part thereof for any damage to property or injury to person which may be sustained by the Tenant or any such person or persons as aforesaid on account of the defective or damaged condition of the said premises and the Landlord's fixtures or fittings therein and any part thereof and in particular the Landlord shall not be responsible to the Tenant or any person or persons as aforesaid for any damage to property or injury to person caused by or through or in any way owing to any typhoon, leakage, water, electric current, water pipes, electric wiring or cables situated upon under or in any way connected with the said premises (unless the same shall be caused by the negligence, act or default of the Landlord, its servants, agents, licensees or contractors).
- (g) Any notice or process or legal documents required to be served hereunder shall be sufficiently served on the Tenant if delivered to it by registered post at its registered office in Hong Kong and shall be sufficiently served on the Landlord if delivered to it by registered post at its registered office in Hong Kong. Any document sent by registered post in properly addressed envelope shall be deemed to have been sufficiently served two (2) business days after the same is posted.
- (h) The Tenant shall permit the Landlord during the two (2) months immediately preceding the determination of the said term hereby created to affix and retain without interference upon any external part of the said premises a notice for reletting or selling the same and the Tenant shall permit persons with written authority from the Landlord or his agents at all reasonable times of the day upon prior appointment to enter and view the said premises or any part thereof.
- (i) The Tenant shall deliver up vacant possession of the said premises to the Landlord at the expiration or sooner determination of the said term hereby created.

- (j) For the purpose of Part III of the Landlord and Tenant (Consolidation) Ordinance (Cap.7) and for the purpose of this Agreement, the said rent in respect of the said premises shall be deemed to be in arrears if not paid in advance at the time stipulated by Clause 3 hereof.
- (k) For the purpose of the Occupiers Liability Ordinance (Cap.314), the Tenant shall be deemed for all intents and purposes the occupier of the said premises.
- (l) Each party shall pay its own solicitors' costs and expenses of and incidental to the preparation and completion of this Agreement but the stamp duty and registration fee (if any) thereon and its counterpart shall be borne and paid by the parties hereto in equal shares.

8. On an assignment by the Landlord of its reversionary interest, the Landlord shall transfer the said deposit to the assignee of the Landlord's reversion ("the Assignee") subject to the Landlord procuring prior to the transfer of the said deposit an undertaking from the Assignee that the Assignee shall hold the said deposit subject to the terms and conditions of this Agreement and to observe the terms and conditions of this Agreement whereupon the Landlord shall thereby be released from any and all future obligations to the Tenant or otherwise in respect of the said deposit.

9. The Tenant hereby expressly declares that no premium or key money or any other consideration has been paid by it to the Landlord or its agent for the granting of this sub-tenancy.

10. The Landlord and the Tenant hereby agree that the terms, or conditions or matters, if any, set out in the Second Schedule hereto shall apply to this Agreement and shall be deemed to be incorporated herein. In case of conflicts between any of the terms, conditions or matters set out in Second Schedule hereto and any other provisions of this Agreement, the clauses of the Second Schedule shall prevail.

11. In this Agreement unless the context otherwise requires :-

- (a) "Month" and "monthly" refer to a calendar month.
- (b) Words importing the masculine gender include the feminine gender and the neuter gender and vice versa and words importing the singular number include the plural number and vice versa and where two or more persons are comprised in the expression "the Landlord" and "the Tenant" the agreements stipulations and conditions herein contained on the part of the Landlord and the Tenant shall be deemed to be made by such persons jointly and severally.
- (c) "Person" includes an individual a partnership and a company or other corporate or unincorporated body.

12. Notwithstanding any other provisions of this Agreement, a person who is not a party to this Agreement shall not have any right under the Contracts (Rights of Third

Parties) Ordinance (Cap.623) to enforce any provisions of this Agreement other than the Tenant's assign(s) pursuant to Clause 5(y) hereof. For the avoidance of doubt, this provision does not affect any right or remedy of a third party which exists or is available apart from the said Ordinance.

13. This agreement supersedes all previous agreement whether in writing or implied between the parties hereto. No warranties or representations express or implied are or have been made or given by the Landlord or by anybody on its behalf relating to the said premises or the user thereof or if any representation express or implied has been made the same is withdrawn or deemed to have been withdrawn immediately before the parties entered into this Agreement.

14. This Agreement shall be governed by and construed according to the laws of Hong Kong and the parties shall submit to the non-exclusive jurisdiction of the courts in Hong Kong.

THE FIRST SCHEDULE ABOVE REFERRED TO

PART I

LANDLORD: **GOLD HARVEST ENTERPRISES LIMITED (金丰企业有限公司)** whose registered office is situated at Flat D & E, 25/F., Billion Plaza 2, 10 Cheung Yue Street, Kowloon (the expression "Landlord" in this Agreement shall where the context so admits include its successors in title or the person for the time being entitled to the reversion immediately expectant upon the said term hereby created)

(Company No.2705572)
(Business Registration No.69469219)

TENANT: **ZUNG FU COMPANY LIMITED (仁孚行有限公司)** whose registered office is situated at 25th Floor, Devon House, Taikoo Place, 979 King's Road, Quarry Bay, Hong Kong (the expression "Tenant" in this Agreement shall where the context so admits include its successors in title)

(Company No.11010)
(Business Registration No.01815830)

PART II

("the said premises")

PREMISES: ALL THOSE pieces or parcels of ground or PORTION(S) OF ALL THOSE pieces or parcels of ground (as the case may be) registered in the Land Registry as LOT NOS.1192, 1196, 1197, 1198, 1199, 1200, 1201, 1202, 1204, 1342, 1343, 1344, 1346, 1347, 1348, 1349, 1350, 1351, 1352, 1356, 1357, 1358, 1359, 1360, 1361, 1362, 1363, 1365 and 1366 all IN DEMARCATION DISTRICT NO.124 TOGETHER with the messuages erections and buildings thereon (if any) (which said premises are for identification purpose only shown on the plan hereto annexed and thereon edged red and marked "Area within OU Zoning") ("the Plan") which comprises of: -

- (i) an open area which for identification purpose only shown on the Plan and thereon coloured orange and marked "Open Area" ("the Open Area"); and
- (ii) an area which for identification purpose only shown on the Plan and thereon edged yellow and marked "Covered Area" ("the Covered Area").

Part III
(“the said term”)

TERM: For the period as more particularly described below with an option to renew as set out in Clause 12 of the Second Schedule hereto.

(i) For the Open Area

For the period commencing from the 1st day of February 2022 and expiring on the 31st day of January 2027 (both days inclusive); and

(ii) For the Covered Area

For the period commencing from the 1st day of February 2022 and expiring on the 31st day of January 2027 (both days inclusive).

Part IV
(collectively “the said rent”)

RENT:

(i) For the Open Area

For the period commencing from the 1st day of February 2022 to the 31st day of January 2027 (both days inclusive) [REDACTED]

[REDACTED] per calendar month exclusive of Rates, utilities charges and other outgoings and payable in advance on the 1st day of each and every calendar month without any deductions or set-off whatsoever.

(ii) For the Covered Area

For the period commencing from the 1st day of February 2022 to the 31st day of January 2027 (both days inclusive) HONG KONG DOLLARS [REDACTED]

[REDACTED] per calendar month exclusive of Rates, utilities charges and other outgoings and payable in advance on the 1st day of each and every calendar month without any deduction or set-off whatsoever.

Part V
(“the said deposit”)

DEPOSIT:

[REDACTED] The Tenant shall, as and when necessary, top up the balance of the said deposit and maintain the said deposit equivalent to a sum not less than TWO (2) months’ rent throughout the term of the sub-tenancy.

Part VI

USE OF THE SAID PREMISES:

For temporary warehouse and open storage of new vehicles (private cars, taxis, light goods vehicles and light buses) only.

THE SECOND SCHEDULE ABOVE REFERRED TO

- (1) The Tenant hereby acknowledges that the Landlord is not the legal owner(s) of the said premises but is authorized by the owners of the said premises to enter into this Agreement.
- (2) The Tenant shall apply for, pay and discharge all charges in respect of water, electricity, telephone and other utilities and to pay the requisite deposits therefor.
- (3) The Tenant shall take the said premises in an "as-is" state and condition but shall yield up vacant possession of the said premises (together with the Structure) to the Landlord in accordance with the manner stated in this Agreement upon the expiration or sooner determination thereof.
- (4) If any order or notice is received from the relevant government or other competent authorities requiring the demolition, repair or improvement of the structures existing as at the time of handover of the said premises to the Tenant ("the Works"), the Landlord undertakes to use its best endeavours to liaise with the relevant government or other competent authorities to waive or postpone the Works which might affect the Tenant's normal business operation at the said premises. If the Works must be carried out, the Landlord shall be fully responsible for all the fees, costs and expenses in relation to the Works.
- (5)
 - (a) The Landlord shall apply to the Government for short term waiver for the use set out in Part VI of the First Schedule hereto and the Tenant shall be responsible for paying all administrative fees chargeable by the Government in relation thereto. The administrative fees chargeable by the Government in subsequent application(s) made by the Landlord to the Government for renewal of the short term waiver for the use set out in Part VI of the First Schedule hereto shall also be borne by the Tenant;
 - (b) If the Government grants the application for short term waiver or the renewal thereof mentioned in sub-clause (a), the Tenant shall observe all the terms and conditions of the waiver letter and/or any subsequent waiver letter(s) (as the case may be) (hereinafter collectively called "Waiver Letter") and be responsible for paying all deposits (if any) and fees, including waiver fees, chargeable by the Government under the Waiver Letter, save and except the waiver fee deposits chargeable by the Government under the Waiver Letter shall be borne by the Landlord. Further, the Tenant shall not revoke or terminate any of the Waiver Letter or commit any act or permit anything to be done which may cause the Waiver Letter to be revoked or terminated and/or the waiver fee deposits or any part thereof be forfeited by the Government.
 - (c) The Tenant shall forthwith notify the Landlord upon receipt of any notice or

order from the Government and/or other competent authorities in respect of the said premises;

- (d) Notwithstanding anything herein to the contrary, if the Government refuses the application for short term waiver or the renewal thereof mentioned in sub-clause (a), the Landlord shall use reasonable endeavours to appeal against the decision to refuse the application. If the appeal is dismissed and the Government shall interfere with the use set out in Part VI of the First Schedule hereto, the erection and/or the existence of the Structure, the Landlord shall notify the Tenant accordingly. In the event, both the Landlord and the Tenant shall have the right to early terminate this Agreement by giving to the other party not less than one (1) month's prior notice in writing of its intention so to do. If a notice is given as aforesaid,
 - (i) the said term hereby created shall determine on the date as specified in the said notice and the Tenant shall deliver up vacant possession of the said premises together with the Structure to the Landlord on or before the said date; and
 - (ii) without prejudice to the rights and remedies of either party against the other in respect of any antecedent claim or breach of covenant under this Agreement, save that the Landlord shall return the said deposit to the Tenant in accordance with Clause 4 of this Agreement (subject to the right of deduction herein), both parties shall have no other claim against each other for such early determination.
- (e) If the Government shall have granted the application for short term waiver but subsequently terminates the Waiver Letter during the said term (save and except due to the act omission or default of the Tenant),
 - (i) the Landlord shall use reasonable endeavours to appeal to the Government against the decision to terminate the Waiver Letter;
 - (ii) in the event the Waiver Letter is terminated notwithstanding the appeal of the Landlord, this Agreement shall automatically be early determined on the date of termination of the Waiver Letter (hereinafter called "the Termination Date") without compensation to the Tenant;
 - (iii) the Tenant shall deliver up vacant possession of the said premises to the Landlord upon the Termination Date; and
 - (iv) save that the Landlord shall return the said deposit to the Tenant in accordance with Clause 4 of this Agreement (subject to the right of deduction herein), both parties shall have no other claim against each other for such early determination but without prejudice to the rights and remedies of either party against the other in respect of any antecedent claim or breach of covenant under this Agreement.
- (6) If, at any time during the said term the said premises be resumed by the Government,
 - (a) this Agreement shall automatically be early determined fourteen (14) days prior to the reversion to the Government (hereinafter called "the Reversion

- Date”) without compensation to the Tenant;
- (b) the Tenant shall deliver up vacant possession of the said premises to the Landlord no later than fourteen (14) days prior to the Reversion Date; and
 - (c) save that the Landlord shall return the said deposit to the Tenant in accordance with Clause 4 of this Agreement (subject to the right of deduction herein), both parties shall have no other claim against each other for such early determination but without prejudice to the rights and remedies of either party against the other in respect of any antecedent claim or breach of covenant under this Agreement.
- (7) Notwithstanding any provisions herein to the contrary, in the event that the Head Lease shall have been early terminated within the said term causing this Agreement to be terminated accordingly, no compensation shall be payable by the Landlord to the Tenant in any event and the Tenant shall waive all his rights and privilege to any claim or demand for damages or compensation which may be afforded to the Tenant by any Ordinance in force.
- (8) Should the said premises be declared or condemned unfit or dangerous by any government authorities during the continuance of the said term hereby granted, the Tenant shall forthwith vacate the said premises and waive all its rights and privilege to any claim or demand for damages or compensation which may be afforded to the Tenant by any Ordinance in force.
- (9) Upon the commencement date of the said term, the Landlord shall handover to the Tenant the Open Area with land paved with 6-inch thick reinforced concrete and the said premises enclosed with 8-foot tall metal fence together with a metal gate along the boundary of the said premises.
- (10) (a) The Landlord shall, at its own costs and expenses construct and erect a temporary single storey metal structure with a covered area of about 50,000 sq. ft. erected within the Covered Area (“Structure”) with potable water supply to the Structure. The Landlord shall also provide the following basic facilities for the Covered Area:
- (i) F.S system (sprinkler head, Hose Reel and emergency lighting) to comply with applicable building regulations;
 - (ii) General lighting; and
 - (iii) Water supply with 300L water tank & pressure pump system.
- (b) The parties further agree that:

- (i) the Tenant shall be responsible to fit out, decorate and maintain the Structure in good clean tenantable repair and condition (fair wear and tear and latent structural inherent defects and damage caused by events mentioned in Clause 7(d) hereof excepted) at its own costs and expenses (including but not limited to all fittings, finishes and appliances, false ceilings, grease traps, electrical and mechanical installations and fire services installations, etc.); and
 - (ii) the Landlord shall be responsible for non-recurring expenses in respect of the Structure caused by events mentioned in Clause 7(d) hereof.
- (11)
 - (a) The Tenant shall effect and maintain during the said term insurance cover in respect of liability for loss injury or damage to any person or property whatsoever caused through or by any act neglect default or omission of the Tenant hereunder. The policy of insurance shall be effected with a reputable insurance company with the interest of the Landlord as Landlord endorsed thereon and shall be in an reasonable amount for any one claim. The Tenant hereby further undertakes to produce to the Landlord as and when required by the Landlord such copy extract policy of insurance together with a copy receipt for the last payment of premium and a certificate from the insurance company that the policy is fully paid up and in all respects valid and subsisting.
 - (b) The Tenant shall be solely responsible for obtaining such proper and adequate insurance policy as against typhoon, natural disasters, fire, water, perils, theft, burglary, accidents and any third party claims.
 - (c) The Tenant shall indemnify the Landlord for any liability, loss, claim or proceedings whatsoever in respect of any personal injury or death of any person or loss or damage to property arising out of or an any way connected with the Tenant's occupation of the said premises irrespective whether the same is caused by the Tenant's negligence, omission or default or by the negligence, omission or default of any person.
- (12)
 - (a) If the Tenant shall be desirous of renewing this Agreement for a further term of five (5) years from the expiration of the said term hereby created, the Tenant shall give to the Landlord not less than six (6) months' notice in writing before the expiration of the said term hereby created of such its desire and if the Tenant shall have paid the said rent hereby reserved and there is no subsisting breach of the terms and conditions herein contained and on the Tenant's part to be observed and performed up to the termination of the said term hereby created, then the Landlord will let the said premises (together with the Structure) to the Tenant for a further term of five (5) years from the 1st day of

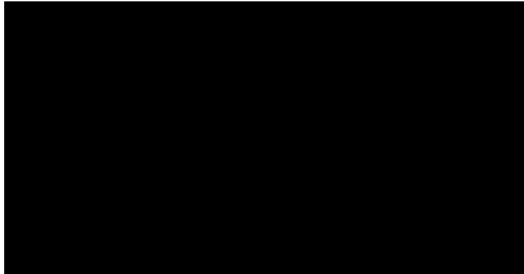
February 2027 to the 31st day of January 2032 ("2nd Term") on the same terms and conditions as herein contained (save and except no option to renew will be given to the Tenant) and subject to sub-clause (d) of this Clause, the revised rent ("the Revised Rent") in respect of the said premises for the 2nd Term shall be at the then prevailing market rent ("the Prevailing Market Rent") applicable at the expiration of the said term hereby created and sub-clauses (b), (c) and (d) of this Clause shall apply.

- (b) The basis for determination of the Prevailing Market Rent of the said premises shall be the then best current open market rent which would reasonably be expected to be paid by a willing tenant to a willing landlord for similar premises as would be negotiated in the open market upon a letting of the premises as a whole and without taking into account any goodwill attributable to the Tenant's business or the value of any fixtures or fittings or other improvements to the said premises made by the Tenant.
- (c) If the parties shall fail to agree on the Prevailing Market Rent of the said premises one (1) month before the expiration date of the said term hereby created, the Prevailing Market Rent shall be determined by a registered professional surveyor agreed by the parties hereto or failing agreement within seven (7) days nominated by the President of the Hong Kong Institute of Surveyors or its body exercising this function for the time being on the application of either party and the decision of such nominated registered professional surveyor (acting as an independent valuer and not an arbitrator) shall be final and binding on the parties hereto. Prior to the decision of such nominated registered professional surveyor, the Tenant shall continue to pay monthly, on account of the rent to be decided, the same rent as payable in respect of the term hereby granted and adjustments on the rent (if applicable) shall be made within fourteen (14) days upon the Prevailing Market Rent at the expiration of the said term hereby created having been determined as aforesaid. The costs involved in such determination shall be borne by the Tenant and Landlord in equal shares.
- (d) Notwithstanding sub-clauses (b) and (c) of this Clause, it is hereby agreed by the parties that the increase or reduction of rent for the 2nd Term shall not exceed a threshold of fifteen (15) percent from the said rent, i.e., the Revised Rent of the said premises for the 2nd Term shall be not more than [REDACTED] per calendar month (exclusive of Rates, utilities charges and other outgoings) nor less than [REDACTED] per calendar month (exclusive of Rates, utilities charges and other outgoings).
- (e) For the avoidance of doubt, if the Tenant shall not have exercised the said option to renew as aforesaid, such option to renew shall lapse automatically.

The Tenant shall forthwith yield up vacant possession of the said premises (together with the Structure) to the Landlord in accordance with the manner stated in this Agreement upon the expiration or sooner determination thereof.

AS WITNESS whereof the parties hereto have caused this Agreement to be duly executed in duplicate the day and year first above written.

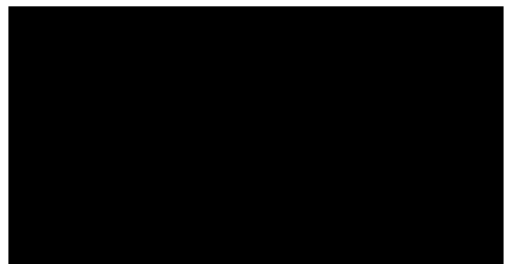
SIGNED by [REDACTED])
[REDACTED])
for and on behalf of the Landlord whose)
signature(s) is/are verified by:-)



SIGNED by [REDACTED]
[REDACTED]
for and on behalf of the Tenant whose)
signature(s) is/are verified by:-)

For and on behalf of
ZUNG FU COMPANY, LTD.
.....
Director

RECEIVED on or before the date hereof from the)
Tenant the above-mentioned deposit of HONG KONG)
[REDACTED])
[REDACTED])
[REDACTED])



Dated this 13th day of December 2021

GOLD HARVEST ENTERPRISES LIMITED


(金丰企業有限公司)

and

ZUNG FU COMPANY LIMITED

(仁孚行有限公司)

SUB-TENANCY AGREEMENT



Sub-Tenancy Agt (211203)

cc/am

27

REVISED PLAN

Plan 1 Layout Plan

DEVELOPMENT PARAMETERS

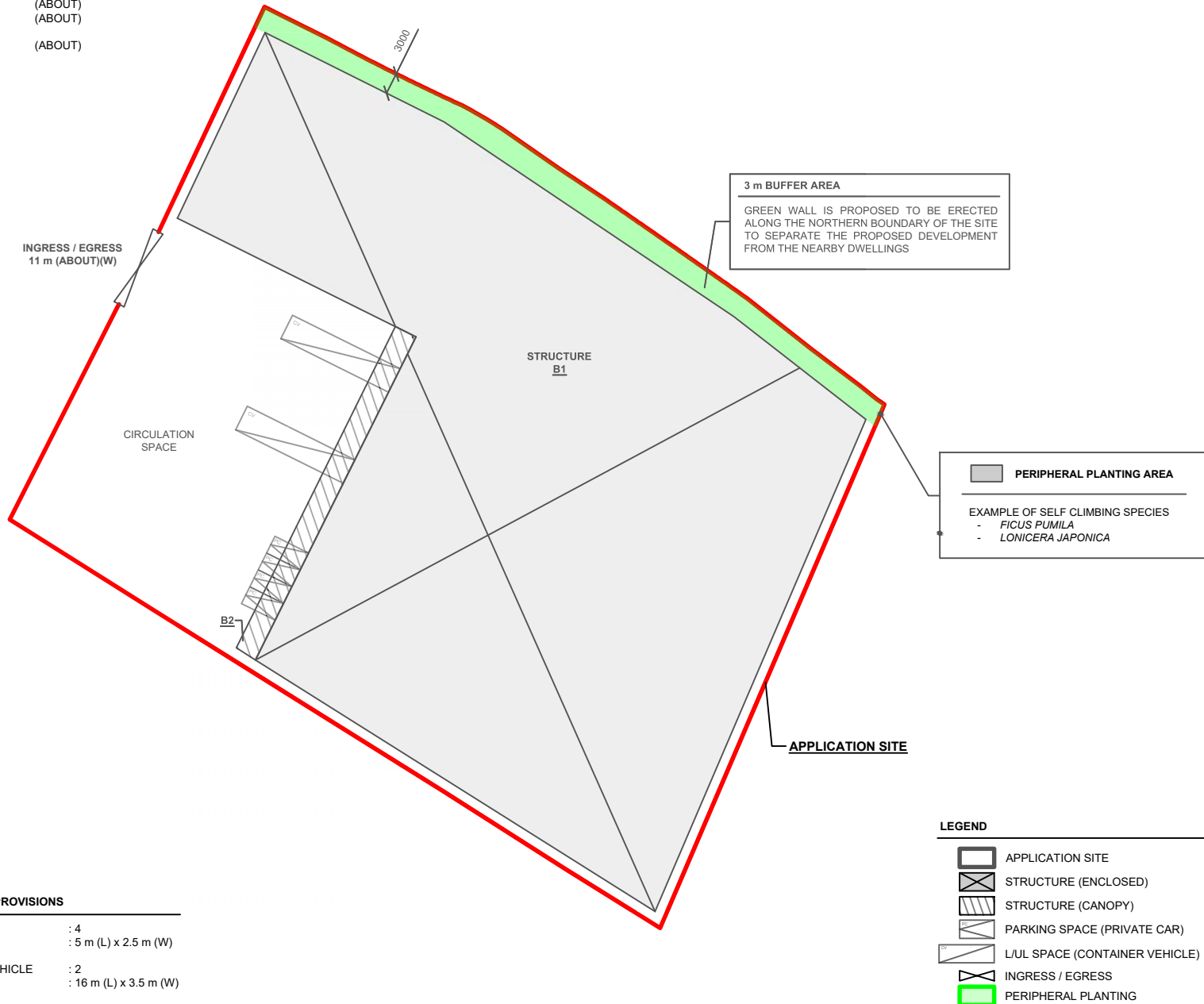
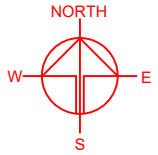
APPLICATION SITE AREA	: 7,736 m ²	(ABOUT)
COVERED AREA	: 5,538 m ²	(ABOUT)
UNCOVERED AREA	: 2,198 m ²	(ABOUT)

PLOT RATIO	: 1.4	(ABOUT)
SITE COVERAGE	: 72 %	(ABOUT)

NO. OF STRUCTURE	: 2	
DOMESTIC GFA	: N/A	
NON-DOMESTIC GFA	: 10,931 m ²	(ABOUT)
TOTAL GFA	: 10,931 m ²	(ABOUT)

BUILDING HEIGHT	: 7 m - 13 m	(ABOUT)
NO. OF STOREY	: 1 - 2	

STRUCTURE	USE	COVERED AREA	GFA	BUILDING HEIGHT
B1	WAREHOUSE FOR STORAGE OF VEHICLES	5,393m ² (ABOUT)	10,786 m ² (ABOUT)	13 m (ABOUT)(2-STOREY)
B2	SITE OFFICE, WASHROOM RAIN SHELTER FOR L/UL ACTIVITIES	145 m ² (ABOUT)	145 m ² (ABOUT)	7 m (ABOUT)(1-STOREY)
TOTAL		5,538 m² (ABOUT)	10,931 m² (ABOUT)	



PARKING AND LOADING / UNLOADING PROVISIONS

NO. OF PRIVATE CAR PARKING SPACE	: 4
DIMENSION OF PARKING SPACE	: 5 m (L) x 2.5 m (W)

NO. OF L/UL SPACE FOR CONTAINER VEHICLE	: 2
DIMENSION OF L/UL SPACE	: 16 m (L) x 3.5 m (W)

PLANNING CONSULTANT



PROJECT

PROPOSED TEMPORARY
WAREHOUSE FOR STORAGE OF
NEW VEHICLES WITH
ANCILLARY FACILITIES FOR A
PERIOD OF 3 YEARS AND
ASSOCIATED FILLING OF LAND

SITE LOCATION

LOT 3719 S.C RP (PART) IN D.D.
104, POK WAI, YUEN LONG, NEW
TERRITORIES

SCALE

1 : 800 @ A4

DRAWN BY	DATE
MN	28.10.2024

CHECKED BY	DATE

APPROVED BY	DATE

DWG. TITLE

LAYOUT PLAN

DWG NO.	VER.
PLAN 1	001

Relevant Extracts of the Town Planning Board Guidelines for
Application for Developments within Deep Bay Area under Section 16 of the Town
Planning Ordinance
(TPB PG-No. 12C)

Wetland Buffer Area (WBA)

- (a) The intention of the WBA is to protect the ecological integrity of the fish ponds and wetland within the Wetland Conservation Area (WCA) and prevent development that would have a negative off-site disturbance impact on the ecological value of fish ponds.
- (b) Within the WBA, for development or redevelopment which requires planning permission, an ecological impact assessment (EcoIA) would need to be submitted. Some local and minor uses (including temporary uses) are exempted from the requirement of EcoIA.
- (c) Applications for new open storage or port back-up uses within the WBA, whether temporary or permanent, would normally not be allowed in view of the adverse disturbances of such activities on birds, in particular for those uses involving filling of contiguous ponds. However, open storage or container back-up uses located close to the Lok Ma Chau crossing and without involving pond filling might be sympathetically considered by the Board in view of the genuine need to facilitate cross-boundary movements of goods in the area.

Appendix A

List of Uses Exempted from Ecological Impact Assessment within the Wetland Buffer Area

For planning applications involving uses/development within the Wetland Buffer Area, the following uses/development are exempted from the requirement of ecological impact assessment as part of the submission to the Board :

- Temporary Uses
- Agricultural Use (except in SSSI Zone)
- Ancestral Hall
- Bank#
- Barbecue Spot
- Barber Shop#
- Beauty Parlour#
- Burial Ground
- Clinic/Polyclinic*
- Electricity Substation of single storey
- Government Refuse Collection Point^
- House (Alteration, modification and/or redevelopment to the existing building bulk only)
- New Territories Exempted Houses
- Off-Course Betting centre#
- On-farm Domestic Structure
- Photographic Studio#
- Playground/Playing Field in “V” and “R(D)” zones
- Police Post/Police Reporting Centre
- Post Office*
- Private Club#
- Public Convenience
- Public Library*
- Public Utility Installation (electricity mast, lamp pole, pipeline and telephone booth only)^
- Pumping Station of single storey
- Refreshment Kiosk
- Retail Shop#
- School*
- Showroom excluding Motor-vehicle Showroom#
- Shrine
- Social Welfare Facility*
- Tent Camping Site

Note:

other than free-standing building

* other than free-standing building exceeding 3 storeys

^ not applicable to the “Other Specified Uses” annotated “Eco-lodge” zone on the Ma Tso Lung and Hoo Hok Wai Outline Zoning Plan

Previous s.16 Application covering the Application Site

Rejected Application

Application No.	Use(s)/Development(s)	Date of Consideration (RNTPC/TPB)	Rejection Reasons
A/YL-NSW/181	Proposed Low-rise Residential Development and Minor Relaxation of Building Height and Plot Ratio Restrictions	19.9.2008 (RNTPC)	(1), (2), and (3)

Rejection Reasons:

- (1) The proposed development, which did not provide a sustainable wetland restoration scheme, was not in line with the planning intention of “OU(CDWRA)”.
- (2) There was insufficient information in the submission to demonstrate that the proposed development would not have adverse environmental, ecological, landscape and visual impacts on the surrounding areas.
- (3) The approval of the application would set an undesirable precedent for similar applications. The cumulative effect of approving such applications would result in a general degradation of the environment of the area and the ecological function of WBA.

**Similar s.16 Applications within the “OU(CDWRA)” Zone
on the Nam Sang Wai Outline Zoning Plan in the Past Five Years**

Approved Applications

No.	Application No.	Use(s)/Development(s)	Date of Consideration (RNTPC)
1.	A/YL-NSW/334	Proposed Temporary Warehouse (excluding Dangerous Goods Godown) with Ancillary Facilities for a Period of 3 Years and Associated Filling of Land	11.4.2025
2.	A/YL-NSW/341	Proposed Temporary Warehouse (excluding Dangerous Goods Godown) with Ancillary Facilities and Associated Filling of Land and Pond for a Period of 3 Years	23.5.2025
3.	A/YL-NSW/342	Proposed Temporary Warehouse (Excluding Dangerous Goods Godown) with Ancillary Facilities and Associated Filling of Land and Pond for a Period of 3 Years	23.5.2025
4.	A/YL-NSW/343	Proposed Temporary Warehouse (excluding Dangerous Goods Godown) with Ancillary Facilities and Associated Filling of Land for a Period of 3 Years	2.5.2025
5.	A/YL-NSW/344	Proposed Temporary Warehouse (excluding Dangerous Goods Godown) with Ancillary Facilities and Associated Filling of Land and Pond for a Period of 3 Years	2.5.2025
6.	A/YL-NSW/345	Proposed Temporary Warehouse (excluding Dangerous Goods Godown) with Ancillary Facilities and Associated Filling of Land for a Period of 3 Years	23.5.2025
7.	A/YL-NSW/346	Proposed Temporary Warehouse (excluding Dangerous Goods Godown) with Ancillary Facilities and Associated Filling of Land and Pond for a Period of 3 Years	2.5.2025

Government Departments' General Comments

1. Land Administration

Comments of the District Lands Officer/Yuen Long, Lands Department:

- no adverse comment on the application;
- the application site (the Site) comprises Old Schedule Agricultural Lot No. 3719 S.C RP in D,D, 104 held under Block Government Lease which contains the restriction that no structures are allowed to be erected without the prior approval of the Government; and
- advisory comments are in **Appendix V**.

2. Traffic

Comments of the Commissioner for Transport:

- no in-principle objection to the application; and
- advisory comments are in **Appendix V**.

Comments of the Chief Highway Engineer/New Territories West, Highways Department:

- no in-principle objection to the application; and
- advisory comments are in **Appendix V**.

3. Drainage

Comments of the Chief Engineer/Mainland North, Drainage Services Department:

- no objection in-principle to the application from the public drainage point of view; and
- should the application be approved, approval conditions should be stipulated in the approval letter requiring the applicant to submit a drainage proposal and to implement and maintain the drainage proposal to the satisfaction of the Director of Drainage Services or of the Town Planning Board.

4. Fire Safety

Comments of the Director of Fire Services:

- no objection in-principle to the application subject to the fire service installations and water supplies for firefighting being provided to his satisfaction; and
- advisory comments are in **Appendix V**.

5. Landscape

Comments of the Chief Town Planner/Urban Design and Landscape, Planning Department:

- no adverse comment from landscape planning perspective;
- based on the aerial photo, the Site is located in a miscellaneous rural fringe landscape character comprising of drainage channel, ponds, warehouse, open storage, temporary structures and tree groups. The proposed use is generally not incompatible with the surrounding landscape character; and
- advisory comments are in **Appendix V**.

6. District Officer's Comments

Comments of the District Officer (Yuen Long), Home Affairs Department:

- no comment on the application; and
- his office has not received any comment from the locals upon close of consultation.

7. Other Departments

The following government departments have no objection to/no adverse comment/no comment on the application and their advisory comments, if any, are in **Appendix V**:

- Chief Building Surveyor/New Territories West, Buildings Department;
- Director of Agricultural, Fisheries and Conservation;
- Project Manager (West), Civil Engineering and Development Department;
- Director of Electrical and Mechanical Services;
- Chief Engineer/Railway Development 1-1, Railway Development Office, HyD; and
- Chief Engineer/Construction, Water Supplies Department.

Recommended Advisory Clauses

- (a) failure to reinstate the application site (the Site) as required under the relevant approval condition upon expiry of the planning permission might constitute an unauthorised development under the Town Planning Ordinance and be subject to enforcement and prosecution actions;
- (b) to note the comments of the District Lands Officer/Yuen Long, Lands Department (LandsD) that the lot owner(s) shall apply to his office for a Short Term Waiver (STW) and Short Term Tenancy (STT) to permit the structure(s) erected within the said private lot and the occupation of the Government Land (GL) at the Site. The application(s) for STW and STT will be considered by the Government in its capacity as a landlord and there is no guarantee that they will be approved. The STW and STT, if approved, will be subject to such terms and conditions including the payment of waiver fee, rent and administrative fee as considered appropriate by LandsD. Besides, given the applied use is temporary in nature, only erection of temporary structure(s) will be considered;
- (c) to note the comments of the Commissioner for Transport that:
 - (i) no vehicle is allowed to queue back to or reverse onto/from public road at any time during the planning approval period;
 - (ii) the delivery of new vehicles to the subject site shall be carried out in off-peak hour (10:00 - 16:00); and
 - (iii) should vehicles under the captioned application use Fairview Park Boulevard as site access, the applicant should seek consent from the management party of Fairview Park Boulevard on the right of using the access;
- (d) to note the comments of the Chief Highway Engineer/New Territories West, Highways Department (HyD) that:
 - (i) HyD shall not be responsible for the maintenance of the proposed access, if any, connecting the Site to Kam Pok Road;
 - (ii) if the proposed vehicular access is approved by the Transport Department (TD) and relevant departments, the applicant should ensure the run-in/out at Kam Pok Road East is constructed in accordance with the latest version of HyD Standard Drawings no. H1113 and H1114, or H5133, H5134 and H5135, whichever set is appropriate to match with the existing adjacent pavement. Should any modification on of the existing run-in among other road features (e.g. the existing footpath/carriageway/highway facilities) be required arising from the proposed use, the relevant details shall be submitted to TD and HyD for review prior to commencement of works on site. The applicant should be responsible and at his own cost for any modification or alternation works due to/arising from the development; and
 - (iii) adequate drainage measures shall be provided to prevent surface water running from the Site to the nearby public roads and drains;

- (e) to note the comments of the Director of Fire Services that:
 - (i) the applicant shall submit relevant layout plans incorporated with the proposed fire service installations (FSIs) to his department for approval. The layout plans should be drawn to scale and depicted with dimensions and nature of occupancy; and the location of the proposed FSIs to be installed should be clearly marked on the layout plans; and
 - (ii) if the proposed structures are required to comply with the Buildings Ordinance (BO) (Cap. 123), detailed fire services requirements will be formulated upon receipt of formal submission of general building plans;
- (f) to note the comments of the Director of Environmental Protection that:
 - (i) the applicant shall follow the revised 'Code of Practice on Handling the Environmental Aspects of Temporary Uses and Open Storage Sites';
 - (ii) the applicant shall follow the relevant guidelines and requirements in relevant Professional Persons Environmental Consultative Committee Practice Notes (ProPECCPNs), in particular the ProPECCPN 1/23 'Drainage Plans subject to Comment by the Environmental Protection Department';
 - (iii) the applicant shall provide adequate supporting infrastructure/facilities for proper collection, treatment and disposal of waste/wastewater generated from the proposed use; and
 - (iv) the applicant shall meet the statutory requirements under relevant environmental legislation;
- (g) to note the comments of the Chief Town Planner/Urban Design and Landscape, Planning Department that approval of the application does not imply approval of tree works, if any, such as pruning, transplanting and felling. The applicant shall seek comments and approval of any proposed tree works from the relevant department prior to the commencement of the works;
- (h) to note the comments of the Chief Building Surveyor/New Territories West, Buildings Department (BD) that:
 - (i) it is noted that two structures are proposed in the application. Before any new building works (including containers/open sheds as temporary buildings, demolition and land filling, etc.) are to be carried out on the application site (the Site), prior approval and consent of the Building Authority (BA) should be obtained, otherwise they are unauthorized building works (UBW) under the BO. An Authorized Person should be appointed as the co-ordinator for the proposed building works in accordance with the BO;
 - (ii) the Site shall be provided with emergency vehicular access for all the building to be erected on the Site in accordance with the requirement under Regulation 41D of the Building (Planning) Regulations (B(P)R);
 - (iii) the Site abuts on a specified street (Kam Pok Road) of not less than 4.5m wide. Its permitted development intensity shall be determined under the First Schedule of the B(P)R at building plan submission stage;

- (iv) for UBW erected on leased land, enforcement action may be taken by BD to effect their removal in accordance with the prevailing enforcement policy against UBW as and when necessary. The granting of any planning approval should not be construed as an acceptance of any existing building works or UBW on the Site under the BO;
 - (v) any temporary shelters or converted containers for office, storage, washroom or other uses are considered as temporary buildings are subject to the control of Part VII of the B(P)R; and
 - (vi) detailed checking under the BO will be carried out at building plan submission stage; and
- (i) to note the comments of the Director of Electrical and Mechanical Services that in the interests of public safety and ensuring the continuity of electricity supply, the parties concerned with planning, designing, organising and supervising any activity near the underground cable under the application should approach the electricity supplier (i.e. CLP Power) for the requisition of cable plans (and overhead line alignment drawings, where applicable) to find out whether there is any underground cable and/or overhead line within and/or in the vicinity of the Site. They should also be reminded to observe the Electricity Supply Lines (Protection) Regulation and the “Code of Practice on Working near Electricity Supply Lines” established under the Regulation when carrying out works in the vicinity of the electricity supply lines.

FAIRVIEW PARK PROPERTY MANAGEMENT LTD.
錦綉花園物業管理有限公司

本司檔案編號：FAIV/25/GM/L008

郵寄及傳真

敬啟者：

規劃申請編號 A/YL-NSW/337

擬議臨時貨倉存放全新車輛連附屬設施（為期 3 年）及相關的填土工程

本司，錦綉花園物業管理有限公司，為錦綉花園（「木屋苑」）物業管理人，現就以上編號為 A/YL-NSW/337 的規劃申請，提出強烈反對並表達以下意見：

1. 根據申請人所提交的資料，有關地點臨近錦綉大道，該申請獲批會令該路段使用率陡增，而錦綉大道為私家道路，這無疑將會令已十分繁重的道路負荷百上加斤，從而加速路面耗損，變相令私家道路扮演公共交通的角色，但有關維修費用卻須由木屋苑業戶承擔，做成極之不公情況，業戶們對此亦多次表示強烈不滿。
2. 另外，錦綉花園的交匯處是全港最多出入口的迴旋處，現時交通長期處於超負荷狀態；規劃申請編號 A/YL-NSW/337 項目無可避免地使用該迴旋處。
3. 該申請項目用途是臨時貨倉存放全新車輛連附屬設施，換言之前往該處之車輛將會令已經超出負荷的迴旋處承受更大的壓力；更令人擔憂的是這些車輛穿梭於繁忙的迴旋處極容易造成混亂及發生交通意外，而有關的事故，將會阻斷錦綉花園唯一的對外通道，對木屋苑居民及其他錦綉大道使用者造成極大困擾。

另一方面，鑒於錦綉大道周邊越來越多的新發展項目陸續推出，而這些項目無可避免將使用錦綉大道，故我們藉此一併建議政府按新批地書（號碼：2265）內一般條款第 4 條收回該條原屬私家道路，但實際上卻用作公共道路的錦綉大道。事實上政府有責任為新發展項目周邊地區提供完善的公共交通配套，而不是把該等責任，例如管理及維修道路支出，轉嫁於道路擁有人及錦綉花園住戶承擔。

此致

城市規劃委員會秘書
香港北角渣華道 333 號
北角政府合署 15 樓

錦綉花園物業管理有限公司
總經理 連子豐 謹啟
持牌物業管理人(第 1 級)
(牌照號碼 P1-573294)

2025 年 1 月 15 日

From: [REDACTED]
Sent: 2025-01-20 星期一 03:04:03
To: tpbpd/PLAND <tpbpd@pland.gov.hk>
Subject: A/YL-NSW/337 DD 104 Nam Sang Wai Wetlands

Dear TPB Members,

326 withdrawn. back with a similar use, parking reduced to 6.

Previous Objections relevant and upheld.

Market reports indicate that there is an ample supply of industrial units in the territory.

THIS DISTRICT IS NOT CAT 2.

No justification.

Mary Mulvihill

From: [REDACTED]
To: tpbpd <tpbpd@pland.gov.hk>
Date: Thursday, 25 April 2024 10:57 PM HKT
Subject: A/YL-NSW/326 DD 104 Nam Sang Wai Wetlands

A/YL-NSW/326

Lots 3719 S.C RP in D.D. 104 Kam Pok Road, Nam Sang Wai,

Site area: About 7,736m²

Zoning; "Other Specified Uses" annotated "Comprehensive Development to include Wetland Restoration Area" and "Res (Group D)"

Applied Development; Warehouse / 7 Vehicle Parking / **Filling of Land**

Dear TTP Members,

270 withdrawn. Strong Objections to current application. Previous objections even more relevant in view of the extreme flooding both locally and in Guangdong province that underline the importance of leaving land close to water catchments uncovered.

The Site which is adjacent to a number of ponds is proposed to be filled wholly with concrete

There is also the issue of the 90+ hectares of ponds that the government is proposing to fill in at SanTin that will have a considerable negative impact on the natural drainage ecosystem in NT.

As for the justifications – the word LAME is appropriate

In view of the pressing demand for indoor storage space in recent years. Ha Ha, our retail sales and shrinking economy indicate less nor more demand going forward for storage

The Site has been occupied by brownfield development (i.e. open storage (OS) use since the 1990s.

Indeed, a 2008 application was rejected, and why has no enforcement action been taken? This is an admission of guilt.

As the current application is intended to minimize nuisance of the existing OS use. But this use is unapproved and it is high time that the authorities get around to enforcing their own regulations.

The applications mentioned are also irrelevant.

121 approved for 2 years almost two decades ago with no indication of any further approval.

178 was revoked and there is no record of subsequent approval.

In essence both are illegal operations.

It is high time that some of this law and order blah blah we are subjected to on a daily basis translate into action re long running illegal operations.

What is left of our wetlands must be ring fenced and fully protected so that HK still has some hope of combatting the impact of climate change.

Mary Mulvihill

From: [REDACTED]
To: "tpbpd" <tpbpd@pland.gov.hk>
Sent: Thursday, September 3, 2020 3:47:34 AM
Subject: Re: A/YL-NSW/270 DD 104 Nam Sang Wai Wetlands

Dear TPB Members,

The so called 'Wetland Restoration Plan' is problematic. The two large ponds appear to be currently intact but the plan shows Framing Ponds 1 and 2 that appear to crease a barrier running through them? The issue with wetlands is not just the encroachment but also the impact of lights and noise on birds and fauna. This fragmentation is not acceptable.

With a record number of hot days and nights reported last month it is clear that we are now at a crossroads and there is urgent need to restore a natural balance to mitigate climate change.

Previous objections upheld.

Mary Mulvihill

From: [REDACTED]
To: "tpbpd" <tpbpd@pland.gov.hk>
Sent: Monday, March 16, 2020 2:47:19 AM
Subject: Re: A/YL-NSW/270 DD 104 Nam Sang Wai Wetlands
Dear TPB Members,

All the applications for development of Wetlands claim to be providing solutions. Members must take into account the cumulative impact and the devastation their combined impact would have with regard to erecting obstacles to the birds and wildlife, the impact of artificial light on sensitive breeding grounds, etc.

Apart from this application there is:
Y/YL-NSW/6 Various Lots in D.D. 115 and Adjoining Government Land, Nam Sang Wai
A/YL-NSW/274 DD 155 Tung Sing Lei SHK – if both are approved then there would be just a small area of isolated fish ponds left in between the two locations.

A/YL-MP/287 Lots in D.D. 104 and Adjoining Government Land, Mai Po close to Fairview Park would further strangle the remaining wetlands on the flank.

It is clear that these applications cannot be considered in isolation.

Previous objections upheld.

Mary Mulvihill

From: [REDACTED]
To: "tpbpd" <tpbpd@pland.gov.hk>
Sent: Tuesday, September 3, 2019 2:19:22 AM
Subject: Re: A/YL-NSW/270 DD 104 Nam Sang Wai Wetlands

Dear TPB Members,

Impact assessments prepared by applicant are biased and therefore irrelevant.

The cores issue here is the urgent need to restore Wetlands. That Hong Kong will be prone to flooding in coming decades is well documented, including by eminent mainland experts where in fact the importance of shoring up the coastline is now recognized and there is a moratorium on development on sensitive sites.

Our large property developers are hoarding millions of square feet of land, some of it brownfield. There is no lack of land for what amount to 15 residences that will house at most around 50 people.

There is no justification for approval for this plan.

Mary Mulvihill

From: [REDACTED]
To: "tpbpd" <tpbpd@pland.gov.hk>
Sent: Tuesday, May 14, 2019 2:43:43 AM
Subject: A/YL-NSW/270 DD 104 Nam Sang Wai Wetlands

A/YL-NSW/270

Lots 3719 S.C RP and 3681 in D.D. 104 and Adjoining Government Land, Kam Pok Road, Nam Sang Wai, Site area : About 10,825.9m² Includes Government Land of about 71m²

Zoning ; "Other Specified Uses" annotated "Comprehensive Development to include Wetland Restoration Area" and "Res (Group D)"

Applied Development ; 3 Villas / 12 Duplex Units / OS 54m 2 / 33 Parking Plus GREENWASH : Field Study/Education/Visitor Centre and Excavation of Land with Minor Relaxation of Plot Ratio and Building Height Restrictions (for "Residential (Group D)" Zone only)

Dear TPB Members,

Strongly object. The Applicant has the balls to state that the development would put the land to more efficient use. The value of wetlands in this era of global warming is in fact far greater than providing a dozen villas.

As for the Restoration Area, hogwash. This is right beside the development and subject to both noise and light pollution. Its value as genuine Wetland with species, flora, fauna, of high ecological balue would be severely impacted.

Developers have been up to all sorts of dirty tricks in their efforts to develop this important public asset. The video of a fire being deliberately ignited in the district was widely circulated.

This application should be rejected, there are hundreds of brownfield sites all over NT that can be developed into villas.

Mary Mulvihill