

22 November 2013

All correspondence to:  
PO Box H316  
AUSTRALIA SQUARE NSW 1215

Major Projects Assessment  
Department of Planning and Infrastructure  
GPO Box 39  
SYDNEY NSW 2001

**Contact**  
Mark Swan +61 2 8289 5834  
Email: mswan@millsoakley.com.au

**Partner**  
Lachlan Paterson +61 2 8289 5895  
Email: lpateron@millsoakley.com.au

Dear Sir/Madam

**Royal Agricultural Society of New South Wales  
Site 8B Arrangements and Issues**

1. We act for the Royal Agricultural Society of NSW (**RAS**), and we make this submission on its behalf.
2. The RAS discloses that it has made no political donations in the previous two years.

**Background**

3. The RAS operates annually the Sydney Royal Easter Show, on the land at Sydney Olympic Park commonly called the Sydney Showground, bordered by Olympic Boulevard, Murray Rose Avenue, Australia Avenue and Kevin Coombs Avenue (**RAS Site**).
4. The RAS Site is primarily contained in Lot 1121 in DP 1142724, which the subject of a long-term lease from the Sydney Olympic Park Authority (**SOPA**) to the RAS.
5. At the south eastern end of the RAS Site there is a very large exhibition centre containing various exhibition halls known as the Dome Hall, Ross Pavilion Hall, Vinnie Pavilion Hall and Burring Pavilion Hall (**Exhibition Pavilions**).
6. The land which will be subdivided to create Site 8C:
  - (a) is currently part of Lot 2120 in DP 1169474,
  - (b) abuts the south-eastern boundary of the RAS Site adjacent to the Exhibition Pavilions, and
  - (c) is burdened by a registered right of way six metres wide (the **Right of Way**), in favour of the RAS Site, created by DP 1147230.
7. A similar right of way burdens Sites 8A and 8B, the previous stages in the development of Olympic Park Site 8 (Lot 2199 in DP 1169474).
8. The purpose of the Right of Way is to enable:
  - (a) access to the RAS Site from Australia Avenue via Gate 13 of the RAS Site, in particular providing vehicular access to the Exhibition Pavilions, and



- (b) the placement of freight containers within the site of the Right of Way during the period of the Royal Easter Show, and during periods before and after the Royal Easter Show.
- 9. A copy of the section 88B instrument registered with DP 1147230 is **enclosed**.
- 10. The Right of Way is easement numbered 3 in the section 88B instrument. Its terms are, in summary:
  - (a) a right of way six metres wide;
  - (b) benefited users:
    - (i) may use any reasonable means to pass and repass along the site of the Right of Way,
    - (ii) must not use vehicles having a gross vehicle mass greater than 50 tonnes;
  - (c) during the period commencing 16 days before the first day of the Royal Easter Show and terminating 7 days after the last day of the Royal Easter Show, part of the site of the Right of Way may be closed to enable containers to be stored in the easement site, and access to the easement site will be restricted during this period.

#### **Summary of the RAS's objection**

- 11. Our client's principal concerns in relation to the proposed development of Site 8C are as follows.
  - (a) Interference with the RAS's rights to use the Right of Way:
    - (i) for access, and
    - (ii) for the placement of freight containers,

which is required to facilitate access to and the servicing of the Exhibition Pavilions during the Royal Easter Show, as well as other major events and exhibitions.
  - (b) Any fencing of the Right of Way.
  - (c) The suitability of providing fire evacuation egress from the building to be constructed on Site 8C onto the Right of Way.
  - (d) Excavation of part of the basement beneath the site of the Right of Way and the maintenance of the integrity of the road surface so as to support extremely heavy vehicles (GVM up to 50 tonnes).
  - (e) Use of the Right of Way being made impossible during construction on Site 8C.
  - (f) The proposed placement of:
    - (i) tower crane,
    - (ii) pedestrian access,
    - (iii) stretcher and access stairs, and
    - (iv) hoist,

within the site of the Right of Way during construction on Site 8C.
  - (g) The need to ensure that:
    - (i) garbage collection from, and
    - (ii) access to the proposed electricity substation in,

the building on Site 8C, if the Right of Way is to be used for these purposes, does not conflict with the RAS's rights to use of the Right of Way.

### Director-General's Requirements

12. The Director-General's requirements for the Site C development (**DGRs**) relevantly require that the Environmental Impact Statement address the following:
  4. *Subdivision*  
*Details of the proposed subdivision of Lot 8C, including easements and rights of way for access.*
  8. *Major events*  
*Adequately address the impact of major events in the precinct as it relates to the proposed development within the Town Centre (Sydney Olympic Park Major Event Impact Assessment Guidelines).*  
*Demonstrate that the proposed development and future operation can work in major event mode. This will require clear understanding of the major event operating mode and implications for the development.*

### EIS does not adequately address DGRs

13. The Environmental Impact Statement and traffic assessment submitted in response to the DGRs do not adequately address the DGRs in the following respects.
14. Parts 3.4 and 6.2 of the EIS deal with subdivision.  
 They refer to the creation of a right of carriageway over part of Site 8C to preserve access rights for Site 8D.  
 The EIS does not address the existing legal rights of the RAS under the Right of Way or the way in which:
  - (a) the use of Site 8C during construction and during the life of the building, and
  - (b) the foreshadowed grant of rights in favour of Site 8D,
 will have regard to, and be subject to, the existing rights of the RAS.
15. Part 4.4.4 of the EIS deals with the Sydney Olympic Park Major Event Impact Assessment Guidelines (the **Guidelines**).  
 Paragraphs (c), (d) and (e) of the Guidelines are inadequately addressed, in that the proponent's responses do not:
  - (a) provide details to demonstrate how construction activity, including crane operations, deliveries of construction materials and waste removal, will be co-ordinated during the period of the Royal Easter Show, which is a period of extremely high pedestrian traffic which includes a significant proportion of children;
  - (b) detail how the proposed crane tower can be placed on the Right of Way and not interfere with the free exercise of the RAS's rights;
  - (c) demonstrate how the RAS's rights to make use of the Right of Way will be maintained while excavation of the basement area is undertaken;
  - (d) address the way in which:
    - (i) fire evacuation egress from the competed building, and

- (ii) vehicular access to the rear of the completed building (most significantly garbage removal and the servicing of the electricity substation),

can take place safely, having regard to the RAS's rights under the Right of Way, in particular the right to place freight containers on the Right of Way extending up to three metres from the boundary between the RAS Site and Site 8C before, during and after the show period.

During the Royal Easter Show, and other periods when the Exhibition Pavilions or other adjacent parts of the RAS Site are in use, the Right of Way experiences considerable heavy vehicle traffic.

Added to that traffic will be the garbage and other service vehicles obtaining access to the rear of the building on Site 8B and that proposed on Site 8C.

The presence of freight containers during the Show period will significantly reduce the area available for vehicle movement and pedestrian access and constrain the use of the site of the Right of Way.

16. Part 6.6 of the EIS deals with precinct co-ordination and major events.

The EIS incorrectly states that the RAS:

- "takes control of the showground site two weeks prior and one week after the official show period", and
- "has the ability to utilise up to 3 metres (width) of the Right of Carriageway along the northern boundary of the site".

The RAS is the long-term lessee of the RAS Site (showground) and controls the RAS Site at all times.

The Exhibition Pavilions are used for a range of other activities and exhibitions throughout the year, not just during the Royal Easter Show. Such exhibitions generally attract patronage greater than 15,000 persons per event.

These include exhibitions of mining equipment delivered on extra-large trucks which are extremely difficult to manoeuvre on to the RAS Site.

As lessee of the RAS Site, the RAS has:

- permanent rights of way over the whole of the width of the Right of Way, and
- the right to place freight containers in the 3 metre wide portion of the Right of Way nearest the site boundary, during the 16 days leading up to the Royal Easter Show, during the Show itself, and for the week after.

In addition to the factors outlined in paragraph 15 of this letter, the EIS fails to address the extent to which events are held in the Exhibition Pavilions at other times of the year, during which the Right of Way comes into significant use.

## Conclusion

17. The RAS is concerned that the detail provided in the EIS indicates that the development proposal does not pay adequate regard to:

- (a) the RAS's pre-existing rights over the Right of Way;
- (b) the various activities carried out on the adjacent RAS Site and in particular:
  - (i) the significant pedestrian and other traffic generated by those activities, and

- (ii) the reliance placed on the rights the RAS enjoys over the Rights of Way in the operation of the RAS Site; and
  - (c) the extent to which the use of Site 8C, and in particular the site of the Right of Way, must have regard to those rights and activities.
- 18. The RAS submits that any consent to be issued for the development of Site 8C should contain conditions to ensure that, having regard to the matters outlined in this letter, such development:
  - (a) does not interfere with the RAS's existing rights; and
  - (b) does not have an adverse impact on the operation of the RAS Site as a significant component of the overall Olympic Park precinct.

If you have any questions or require further information please do not hesitate to contact Lachlan Paterson on +61 2 8289 5895 or [lpateron@millssoakley.com.au](mailto:lpateron@millssoakley.com.au).

Yours faithfully

A handwritten signature in black ink, consisting of a stylized 'L' followed by a long, sweeping horizontal line that curves upwards at the end.

**LACHLAN PATERSON**  
**PARTNER**

Enc

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED  
 PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919.**

Lengths are in metres.

(Sheet 1 of 5 sheets)

Plan: **DP1147230**

Plan of Subdivision of Lot 1120 in DP1142724,  
 Easement to Drain Water within Lot 1121 in DP1142724  
 and Easement for Overhang and Easements to Permit  
 Encroaching Structures to Remain on Lot 1025 in  
 DP875723

Full name and address  
 of the owner of the land

Sydney Olympic Park Authority ABN 58 010 941 405  
 a statutory body constituted under  
 Sydney Olympic Park Authority Act 2001  
 of 7 Figtree Drive, Sydney Olympic Park, NSW, 2127

**Part 1**

Number of items shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement For Overhang 2.1 Wide & Variable Limited in Stratum (AA)	1025/875723	2000
2	Easement For Overhang 0.85 Wide Limited in Stratum (AB)	2001	2000
3	Right of Way 6 Wide Limited in Stratum (B)	2001	2000 and 1121/1142724
4	Easement to Permit Encroaching Structure to Remain 0.85 Wide Limited in Stratum (CA)	2001	2000
5	Easement to Permit Encroaching Structure to Remain Variable Width Limited in Stratum (CB)	1025/875723	2000
6	Easement to Permit Encroaching Structure to Remain 0.4 Wide Limited in Stratum (CC)	1025/875723 2001	2000 2000
7	Easement to Permit Encroaching Structure to Remain Variable Width Limited in Stratum (CD)	1025/875723	2000
8	Easement to Drain Water over existing line of pipes (approximate position) ( D)	2000	2001
9	Right of Access 9.57 Wide Limited in Stratum (E)	2001	2000
10	Easement for Services 9.57 Wide Limited in Stratum (F)	2001	2000
11	Easement for Services 0.85 Wide Limited in Stratum (G)	2001	2000
12	Easement for Rock Anchors 10 Wide (H)	2001	2000
13	Easement for Batter 10 Wide (H)	2001	2000
14	Easement to Drain Water 2.5 & 4.5 Wide (I)	1121/1142724	2000 and 2001
15	Easement for Repairs 6 Wide Limited in Stratum (J)	2001	2000
16	Restriction on the Use of Land	2000	2001

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED  
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(Sheet 2 of 5 sheets)

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Plan of Subdivision of Lot 1120 in DP1142724,  
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**Part 1A**

Number of items shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be released and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Right of Way 6 wide	1120/1142724	1121/1142724

**Part 2**

**1. Terms of Right of Way numbered 3 in the abovementioned plan**

The owner of the lot benefited and every person authorised by it (benefited users) may by any reasonable means go, pass and repass over the lot burdened, but only within the site of the easement, to get to or from the lot benefited, subject to the following:

- (a) a benefited user must not go, pass and repass over the easement site or permit any other person to go, pass and repass over the easement site, with a vehicle having a "GMV" or "gross vehicle mass" as defined in the Road Transport (General) Act 2005 (NSW) of more than 50 tonne;
- (b) at the request of the owner of the lot burdened, a benefited user must present a weighbridge ticket for any heavy vehicle which enters the easement site on its authority, which ticket must be issued from a certified weighbridge and show the registration number and tare weight of the vehicle; and
- (c) during the period of the Royal Easter Show, being the period in each calendar year commencing 16 days before the first day of the Royal Easter Show held during that calendar year and terminating 7 days after the last day of that Royal Easter Show (inclusive), the owner of the lot burdened may close part of the easement site to enable the storage of containers on the easement site and access to the easement site will be restricted during this period.

**2. Terms of Easement to Drain Water numbered 8 in the abovementioned plan**

An easement to drain water within the meaning of Part 3 of Schedule 8 to the Conveyancing Act 1919 provided that the owner of the lot burdened is responsible for the maintenance of any line of pipes at its own cost. This easement shall no longer apply upon the completion of construction of a building on site 8B in the lot benefited.

**3. Terms of Easement for Services numbered 10 in the abovementioned plan**

The owner of the lot benefited and every person authorised by it (benefited users) may:

- (a) use each lot burdened, but only within the site of this easement, to provide services which includes supply of water, gas, electricity, telephone and television and discharge of sewage, sullage and other fluid wastes and supply fire safety services in water supply and controls to or from each lot benefited, and
- (b) do anything reasonably necessary for that purpose, including:
  - \* entering the lot burdened, and
  - \* taking anything on to the lot burdened, and
  - \* carrying out work, such as constructing, placing, repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment

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(Sheet 3 of 5 sheets)

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**Part 2**

In exercising those powers, the owner of the lot benefited and every person authorised by it (**benefited users**) must

- (a) ensure all work is done properly, and
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
- (c) cause as little damage as is practicable to the lot burdened and any improvement on it, and
- (d) restore the lot burdened as nearly as is practicable to its former condition, and
- (e) make good any collateral damage.

**4. Terms of Easement for Services numbered 11 in the abovementioned plan**

The owner of the lot benefited and every person authorised by it (**benefited users**) may:

- (a) use each lot burdened, but only within the site of this easement, to provide services which includes supply of water, gas, electricity, air conditioning, telephone, television and CCTV and discharge of sewage, sullage and other fluid wastes and supply fire safety services in water supply and controls to or from each lot benefited, and
- (b) do anything reasonably necessary for that purpose, including:
  - \* entering the lot burdened, and
  - \* taking anything on to the lot burdened, and
  - \* carrying out work, such as constructing, placing, repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment

In exercising those powers, the owner of the lot benefited and every person authorised by it (**benefited users**) must

- (a) ensure all work is done properly, and
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
- (c) cause as little damage as is practicable to the lot burdened and any improvement on it, and
- (d) restore the lot burdened as nearly as is practicable to its former condition, and
- (e) make good any collateral damage.

**5. Terms of Easement for Rock Anchors numbered 12 in the abovementioned plan**

Full and free right, title, and liberty for the owner of the lot benefited and every person authorised by it (**benefited users**) and its successors or assigns to have the soil and/or other material of that part of the lot burdened remain undisturbed and together with full and free right, title, liberty and licence for the owner of the lot benefited, its successors or assigns and every person authorised by them (**benefited users**) with any tool, implements and machinery necessary for the purpose to enter the lot burdened, but only within the site of the easement, and to remain there for a reasonable time for the purpose of constructing, placing, leaving, inspecting, repairing, maintaining or removing such rock anchors or any parts thereof in the easement within the lot burdened and for any of the aforesaid purposes to remove soil from the lot burdened to such an extent as may be necessary provided that the owner of the lot benefited, its successors or assigns and every person authorised by any of them (**benefited users**) shall ensure no disturbance to the lot burdened. The terms of this easement shall no longer apply upon the commencement of construction of a building on site 8B. The person having the right to release, vary or modify the said easement is the owner of the lot benefited, its successors or assigns together with the prior written consent of the owner of the lot burdened its successors or assigns.



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DP875723

**Part 2**

**6. Terms of Easement for Batter numbered 13 in the abovementioned plan**

An Easement for Batter within the meaning of Part 6 of Schedule 8 of Section 181A of the Conveyancing Act 1919 and the terms of which shall no longer apply upon the commencement of construction of a building on site 8B. The person having the right to release, vary or modify the said easement is the owner of the lot benefited, its successors or assigns together with the prior written consent of the owner of the lot burdened its successors or assigns.

**7. Terms of Easement to Drain Water numbered 14 in the abovementioned plan**

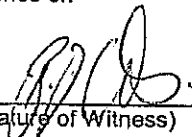
An easement to drain water within the meaning of Part 3 of Schedule 8 to the Conveyancing Act 1919 provided that:


- a) the owner of lot 2000 is responsible for the maintenance of any line of pipes at its own cost, and
- b) lot 2001 shall cease to be a lot benefited by this easement upon completion of construction of a building on site 8B in Lot 2001.

**8. Terms of Restriction on the use of land numbered 16 in the abovementioned plan**

The on-site car parking spaces, exclusive of service spaces, are not to be used by those other than an occupant or tenant of the subject building except other occupants, tenants or lessees of businesses or individuals residing at Sydney Olympic Park and with the approval of SOPA. Any occupant, tenant, lessee or registered proprietor of the development site or part thereof shall not enter into an agreement to lease, license or transfer ownership of any car parking spaces to those other than an occupant, tenant or lessee of the building except other occupants, tenants or lessees of businesses or individuals residing at Sydney Olympic Park and with the approval of SOPA.

Signed by me Nick Hubble as Delegate of Sydney Olympic Park Authority (SOPA) and without accepting any personal liability and I hereby declare that I have no notice of the Revocation of such Delegation, in the presence of:

  
(Signature of Witness)

  
SOPA by its Delegate

BENJAMIN DAVID WOODS  
(Name of Witness in Full)

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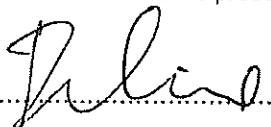
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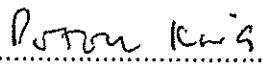
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**Part 2**

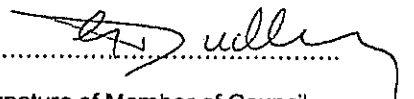
EXECUTED on behalf of ROYAL  
AGRICULTURAL SOCIETY OF NEW  
SOUTH WALES in the presence of:



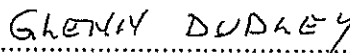
Signature of Executive Officer



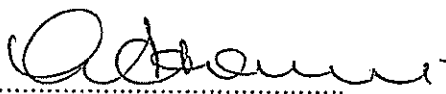
Name of Executive Officer (please print)




Signature of Member of Council



Name of Member of Council (please print)



Signature of Member of Council



Name of Member of Council (please print)

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20.8.2010