

Information Guide - Maritime Property

Establishing a Domestic Waterfront Lease or Licence

This guide;

- will provide information to assist potential Lessees in establishing a Lease or Licence over a Domestic Waterfront Maritime Property or a Domestic Waterfront Property Fronting Public Land. These structures and uses include, but are not limited to, boatsheds, private landing facilities, mooring pens, private marinas and reclaimed lands
- confirms the determination of leasing boundaries and other information associated with the issuing of leases and/or licences over Roads & Maritime property, specifically Domestic Waterfront Property and Domestic Waterfront Property Fronting Public Land
- is applicable to all new and renewed agreements (referred to generically as Leases) issued over Roads and Maritime land for structures and uses associated with a private residence and used for a private, non-commercial purpose. These structures and uses include, but are not limited to, boatsheds, private landing facilities, mooring pens, private marinas and reclaimed lands
- will generally be applied to all new or renewed leases or licences unless Roads and Maritime determine that circumstances exist which justify a departure from this guide, including to the extent necessary to comply with its obligations at law.

Note 1: To avoid unnecessary duplication Lessees and Licensees will be referred to in this guide generically as Lessees and references to Roads and Maritime relate to its relationship as the property owner and Lessor. Terms used in this document have the meanings given them in the [Glossary of Terms and Definitions](#).

Note 2: The generic terms 'Lease' and 'Lessee' have been used throughout this guide for all third-party arrangements relating to non-freehold tenure.

Domestic Leases and Licences

A fully executed agreement between yourself and Roads and Maritime must be in place before you can occupy any Maritime Property. No Lease or Licence (or variation of an existing lease or agreement to lease) will be legally binding unless it is in writing and is signed by you or your authorised representative and Roads and Maritime.

If a formal lease cannot be entered into until certain events have occurred (for example, planning approvals are obtained or Capital Works completed), Roads and Maritime, as Lessor may offer you (as a potential Lessee) an Agreement for Lease, or Deed of Release and Indemnity.

In cases where you wish to share the leased or licenced Maritime facility with one or more other persons, all of the sharing parties will be required to enter into a standard Roads and Maritime Shared Occupancy Agreement for the shared occupancy. The Shared Occupancy Agreement is in addition to the Lease or Licence over the subject land.

Lease/Licence Terms

Domestic waterfront Licences are available for a term of twenty (20) years.

Unregistered Leases are available for a term of three (3) or twenty (20) years, and a registered Lease term of twenty (20) years.

All costs associated with a Lease are to be covered by the Lessee. Leases greater than five (5) years will require the lodgement of a Development Application for a plan of subdivision.

Use of Domestic Waterfront Facilities

The use of domestic waterfront facilities for commercial purposes is prohibited. However, Lessees may make their domestic berthing or storage facilities available for reasonable use by others (e.g. friends or neighbours) for the occasional berthing or storage of the other persons Vessel provided no payment is received by the Lessee. This will be subject to any restrictions on Vessel size and any other conditions included in the lease/licence and with any applicable planning approval.

Occupancy by Owners Corporation

The use of domestic waterfront property for a residential owners corporation (Strata) purpose may be permitted at the discretion of Roads and Maritime and upon achieving the necessary approvals from the relevant authorities. Any Lease to an Owners Corporation must be registered.

Leased Area

The footprint of the leased area includes the berthing area within which the whole Vessel fits.

Domestic Berthing Area

The lease or licence and associated rent will apply to the area within which the approved Vessel wholly fits. When a berthing area is not delineated by a berthing pen the approved berthing area for your Vessel is based on the length and beam of the Vessel. The vessel length is usually taken to be its length overall (LOA) which includes appendages such as bow sprits and outboard motors, rather than just the hull length, and the berthing area is determined subject to the following;

- The leased land and rent are normally based on the maximum LOA as specified in the Development Consent with the beam derived from dimensions specified in Australian Standards
- Some older Development Consents may not specify maximum Vessel length as LOA (e.g. they may relate to hull length or Vessel length not specified at all). Roads and Maritime will determine the appropriate lease area based on the terms of the original consent
- If an older Development Consent specifies a maximum Vessel length but does not clarify whether it refers to hull length or LOA, Roads and Maritime will assume it to be hull length
- If Lessees with older Development Consents require clarification on any of these matters they should contact Roads and Maritime Customer and Property Management
- For current Leases where the berthing is not specified in the Development Consent, the berthing area is offered at existing vessel LOA with a 1.0 metre allowance added to the overall length and width of the vessel
- If the beam of the vessel is unknown, Roads and Maritime may derive a berth width based on LOA and dimensions specified in Australian Standards
- Any increase to the berthing area will be at the discretion of Roads and Maritime Property, and a navigational and engineering report will be required.

The following examples illustrate how Roads and Maritime determine boundaries of berthing areas, leased areas, subdivisions, public and common law access, and deals with shared structures and stormwater facilities.

The area of occupation by structures and/or berthing arrangements not illustrated by the examples in this guide will be determined on a case-by-case basis.

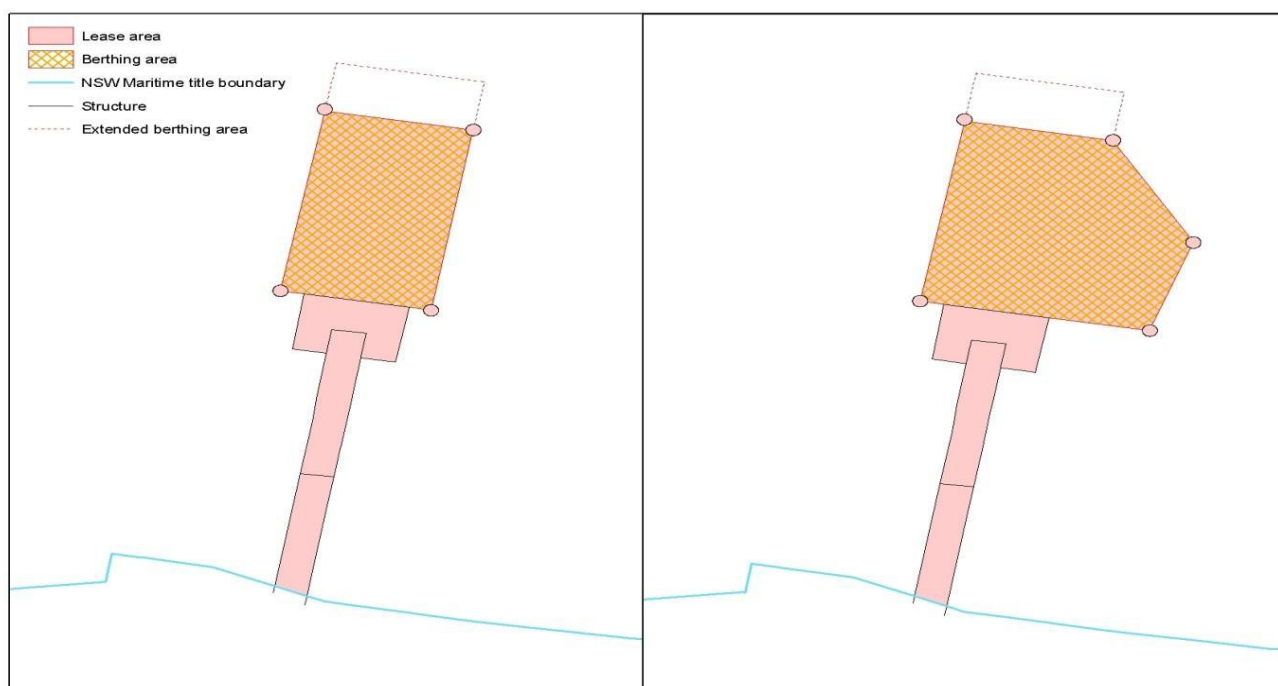
Example A How does Roads and Maritime delineate the boundary of an approved berthing area denoted by 4 or more piles and/or mooring blocks?

- The berthing area includes the area formed by connecting the centre of each mooring pile/block, as surveyed by Roads and Maritime or a registered surveyor. The berthing area is added to the leased land for rental purposes.
- If a larger Vessel is approved for the mooring piles/blocks in their existing location, the berthing area is to be extended to accommodate the larger Vessel.

Explanatory Notes:

- Any lines tethering the Vessel to the piles/blocks alienate waters from full public use.
- The centre of the piles/blocks provides the most accurate point from which to conduct a survey.

Diagram 1: Delineation of an approved berthing area boundary denoted by 4 or more piles and/or mooring blocks.



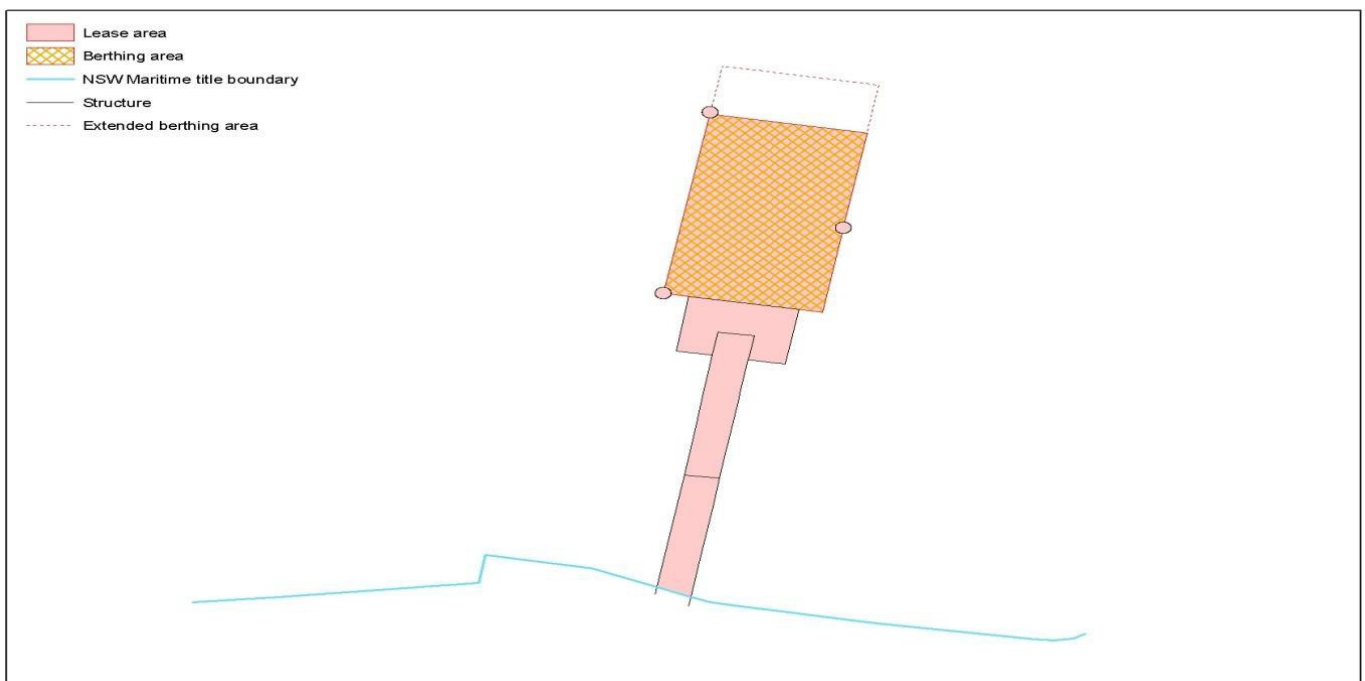
Example B: How does Roads and Maritime delineate the boundary of an existing, approved berthing area denoted by less than 4 piles and/or mooring blocks?

- As per Example 'A' above, however the berthing area is a polygon formed by extrapolating from the centre of the existing piles/blocks.
- If Roads and Maritime approves a larger Vessel for the mooring piles/blocks in their existing location, the berthing area is to be extended as if the piles/blocks had been physically relocated to accommodate the larger Vessel.

Explanatory Notes:

- Any lines tethering the Vessel to the piles/blocks alienate waters from full public use.
- The centre of the piles/blocks provides the most accurate point from which to conduct a survey

Diagram 2: Delineation of an approved berthing area boundary denoted by less than 4 piles and/or mooring blocks.



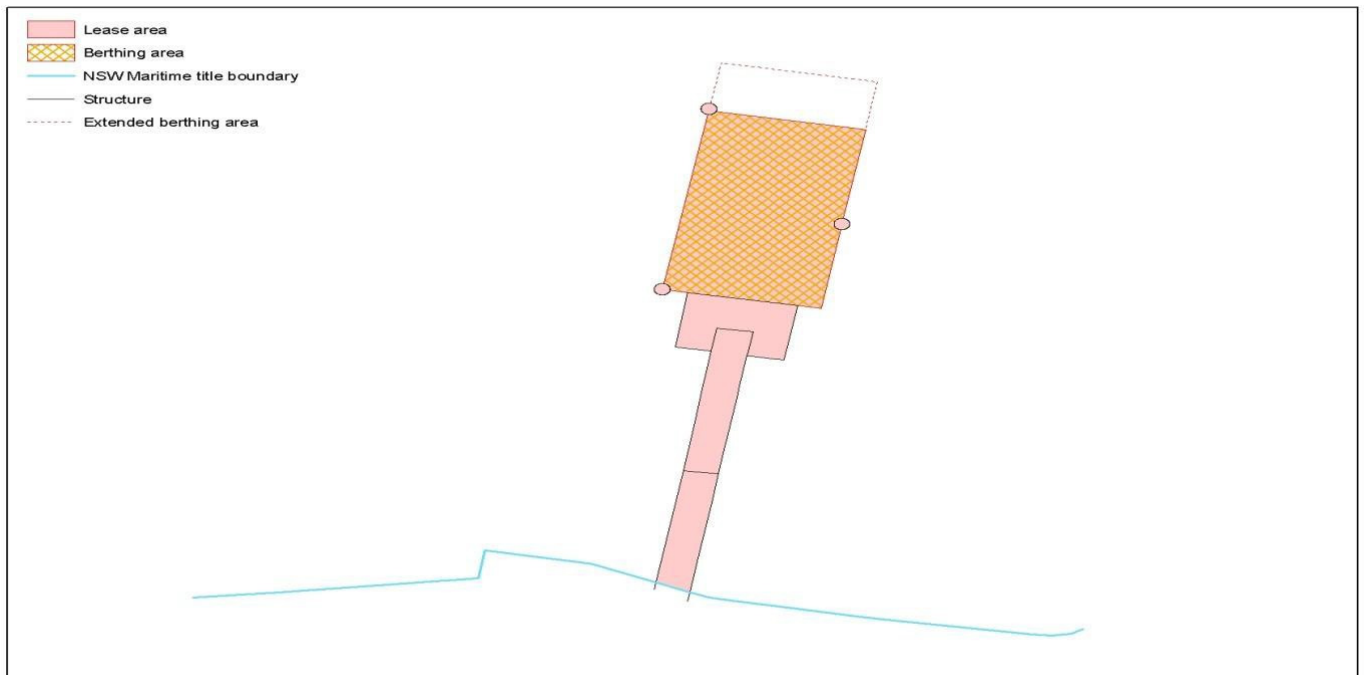
Example C: How does Roads and Maritime determine the leased land where an existing berthing area crosses the line of an adjacent structure?

- As per above procedure except the "cross over" area is discounted.

Explanatory Note:

- This avoids "double dipping" in relation to rental.

Diagram 3: Determination of leased land where an existing berthing area crosses the line of an adjacent structure.



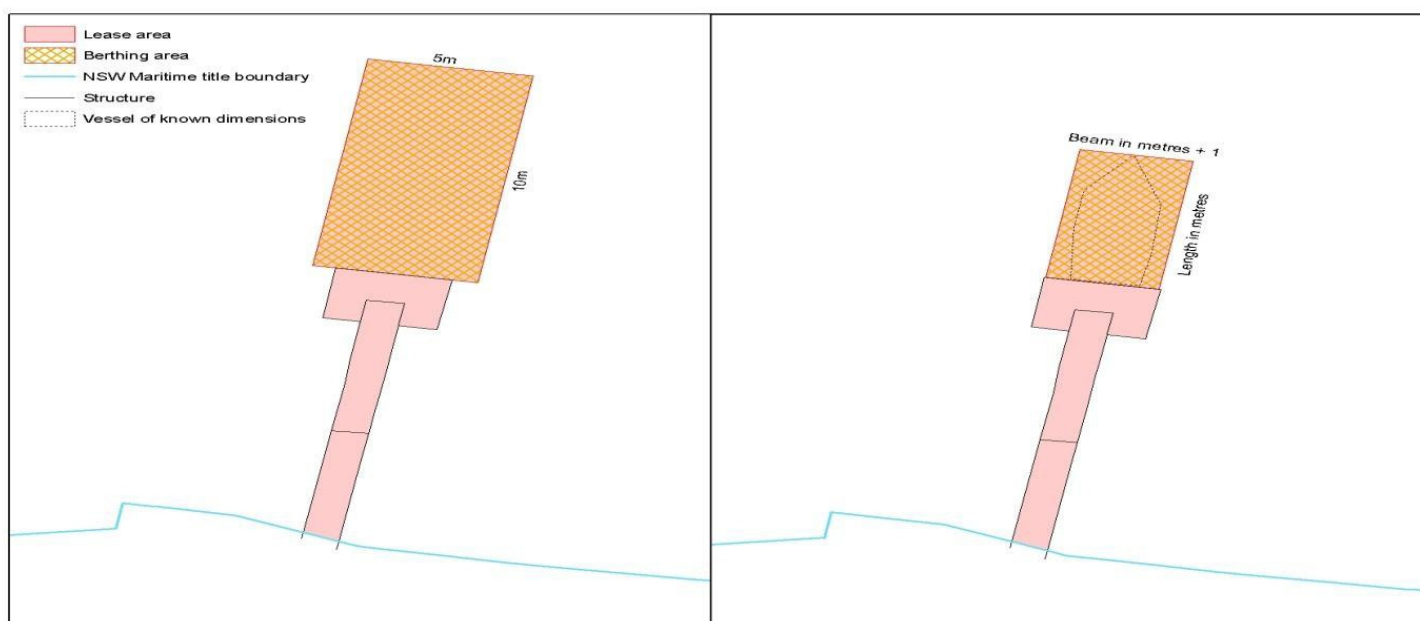
Example D: How does Roads and Maritime determine the berthing area where a berthing facility is not delineated by mooring piles/blocks or where there are 2 piles only which are alongside the edge of the pontoon or similar structure?

- Lessees will need to advise Roads and Maritime of the dimensions of their Vessel to allow the berthing area to be determined.
- Where a Lessee declines to provide specific Vessel dimensions, Roads and Maritime may impute a Vessel length of up to the maximum Vessel length outlined in the Sydney Harbour Foreshores and Waterways Area Development Control Plan 2005 or an estimated Vessel length based on observation of Vessels berthed at the facility. Any such imputed area is for rental purposes only and does not represent planning or lease approval for that Vessel length.
- Where a Vessel length has either been determined or imputed the berthing area will be calculated on the basis of the known Vessel beam in metres, or derived from the Australian Standards, plus 1.0m allowance to the overall length and width of the Vessel in metres.

Explanatory Note:

- Berthing areas occupy Roads and Maritime wet land and alienate waters from full public use.

Diagram 4: Determination of the berthing area where a berthing facility is not delineated by mooring piles/blocks or where there are 2 piles only which are alongside the edge of the pontoon or similar structure.



Example E: "Slivers" of Water Space between Structures.

Are "slivers" of water space between a pontoon and the mooring pen included in the leased land?

- Slivers will be removed from future lease and subdivision plans and therefore included in the leased land.

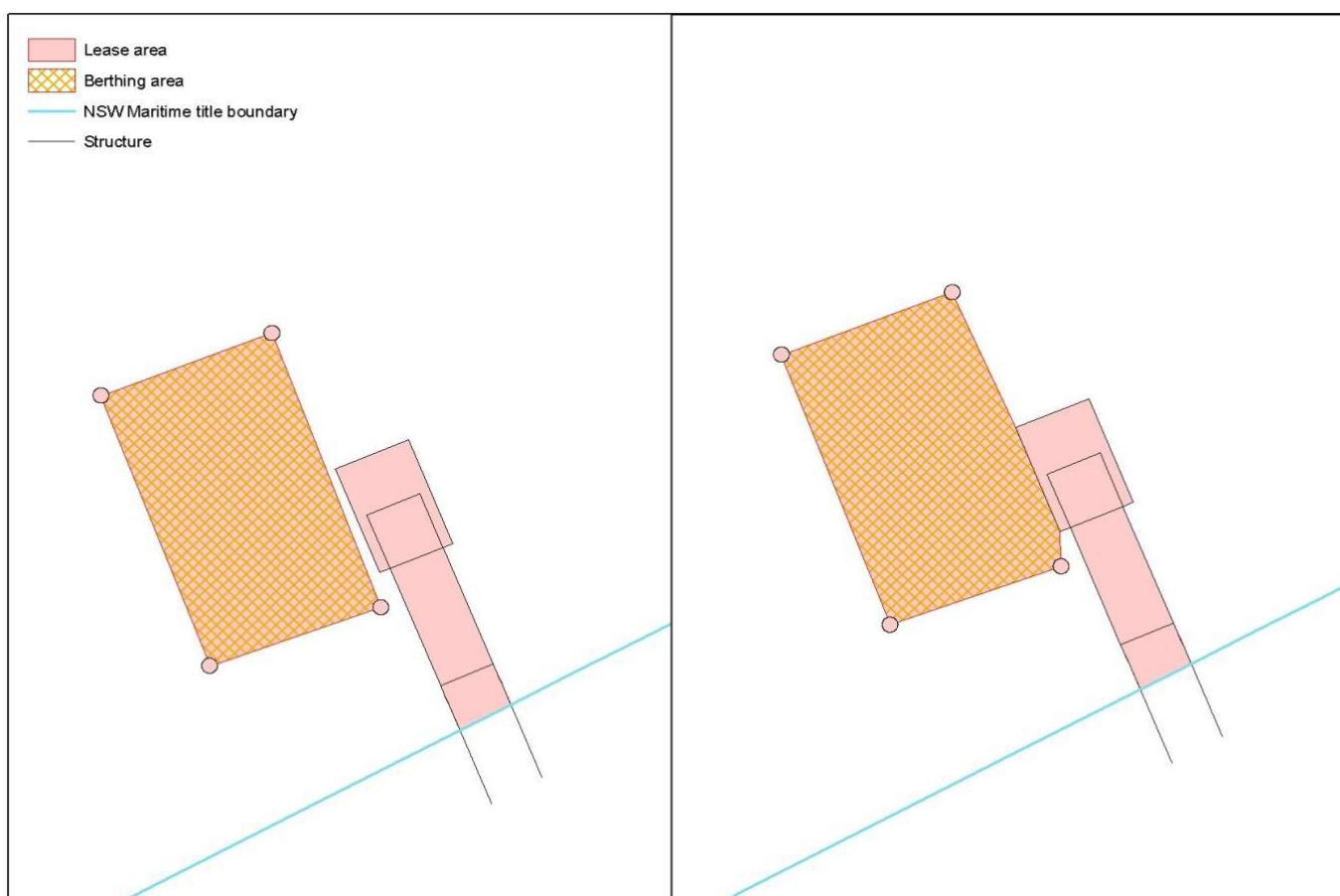
Explanatory Note:

- The area of water space between a pontoon and the mooring piles is alienated from full public use.

Diagram 5: *Determination for inclusion of "slivers" of water space between a pontoon and the mooring pen in the leased land.*

Existing plans

Future plans



Example F: "Stay Chains"

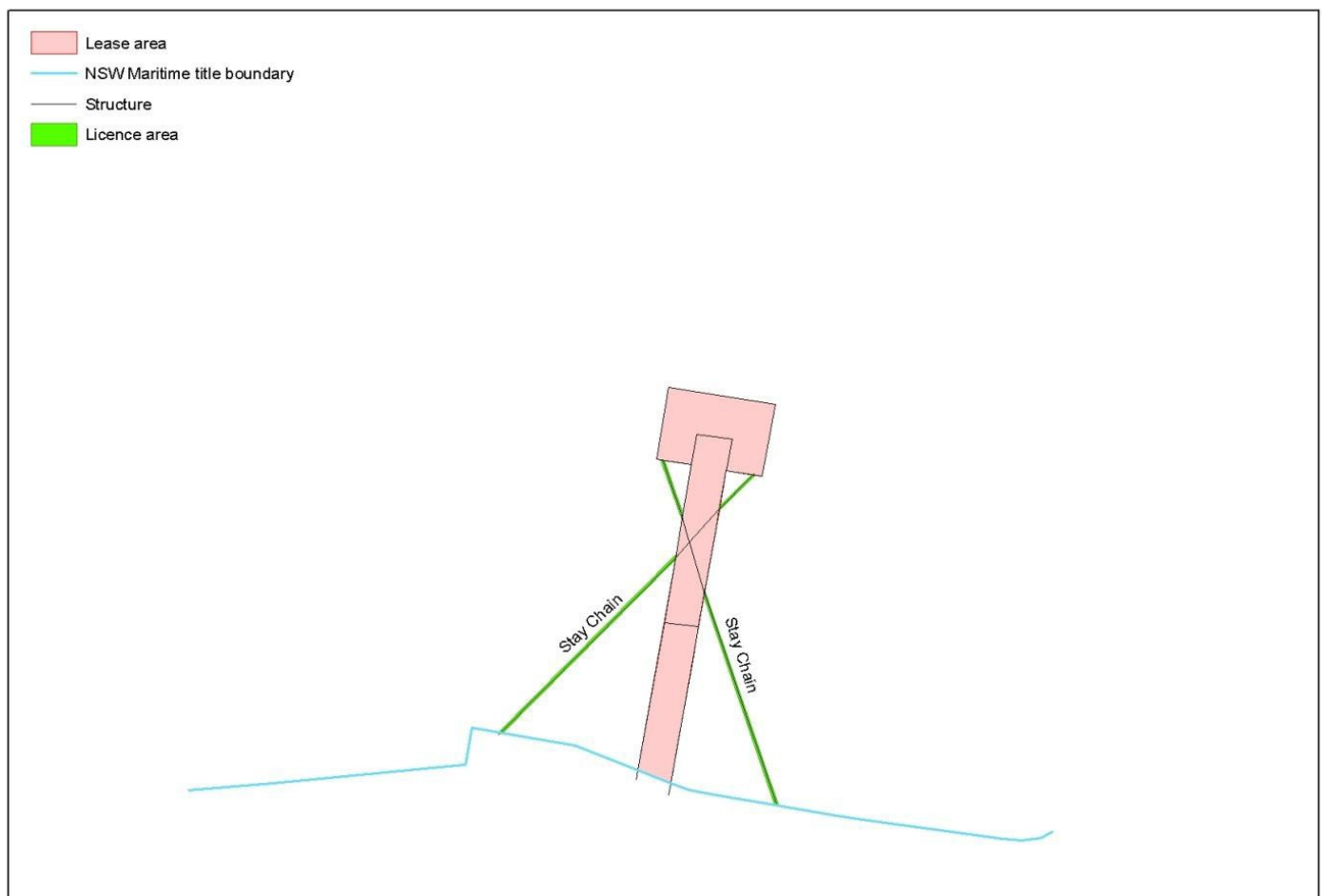
What is the leased land for structures tied to the shore by stay chains?

- Chains are the subject of a licence clause within the Lease.
- Neither the chains nor the voids between them are included in the leased land.
- Rent and licence fees will not be applied to the area (air space) occupied by the chains or the voids.

Explanatory Note:

- Stay chains are covered by a licence agreement.

Diagram 6: Determination of leased land for structures tied to the shore by stay chains.



Example G: Underwater Gabion Retaining Walls

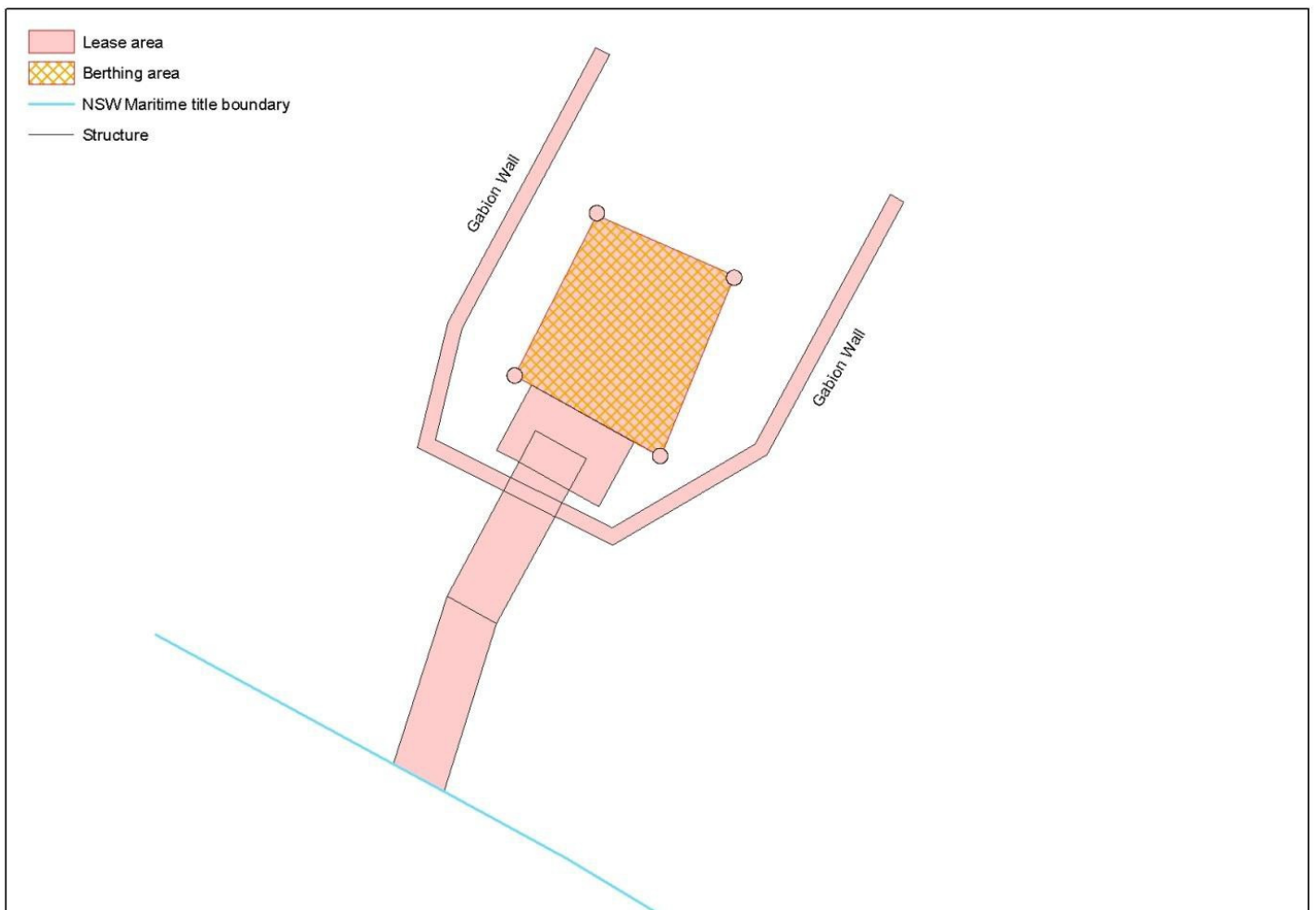
What is the leased land for underwater gabion retaining walls?

- The area occupied by the gabion retaining walls is incorporated within the leased land.

Explanatory Note:

- Gabion retaining walls are structures indefinitely affixed to Roads and Maritime land, and subject to the same provisions as other affixed objects.

Diagram 7: Determination of leased land for underwater gabion retaining walls.



Example H: Davits and Whips.

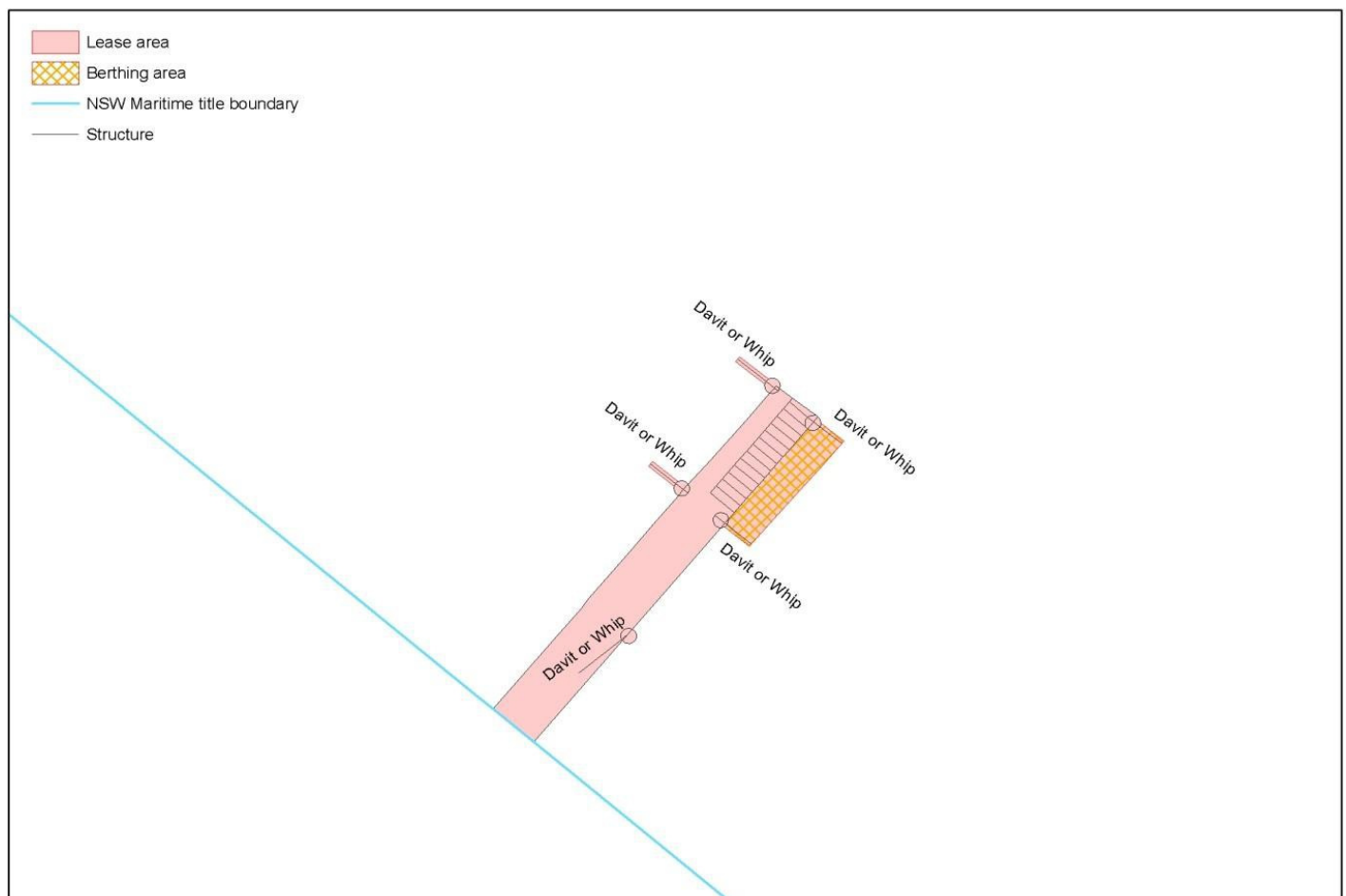
What is the leased land for davits and whips?

- Davit structures approved to protrude over Roads and Maritime wet land without a vessel permanently attached, are part of the leased land.
- Davit and whip structures approved to protrude over Roads and Maritime wet land with a vessel permanently attached are part of the leased land and rent is also payable on the vessel footprint determined by the size of the approved vessel.
- Davit structures which retract over another structure, such as a jetty, or are located on private land but which swing out over Roads and Maritime wet land, do not affect the leased land.
- Where applicable the rent payable on the vessel is based on the approved vessel size. Lessees will be required to advise Roads and Maritime of their vessel dimensions. Where vessel dimensions are not provided, Roads and Maritime may impute dimensions based on a nominal vessel size of 2.5m x 1.5m.

Explanatory Note:

- Davits occupy Roads and Maritime wet land and any vessels attached to davits and whips alienate waters from full public use.

Diagram 8: Determination of leased land for davits and whips.



Example I: Slipways.

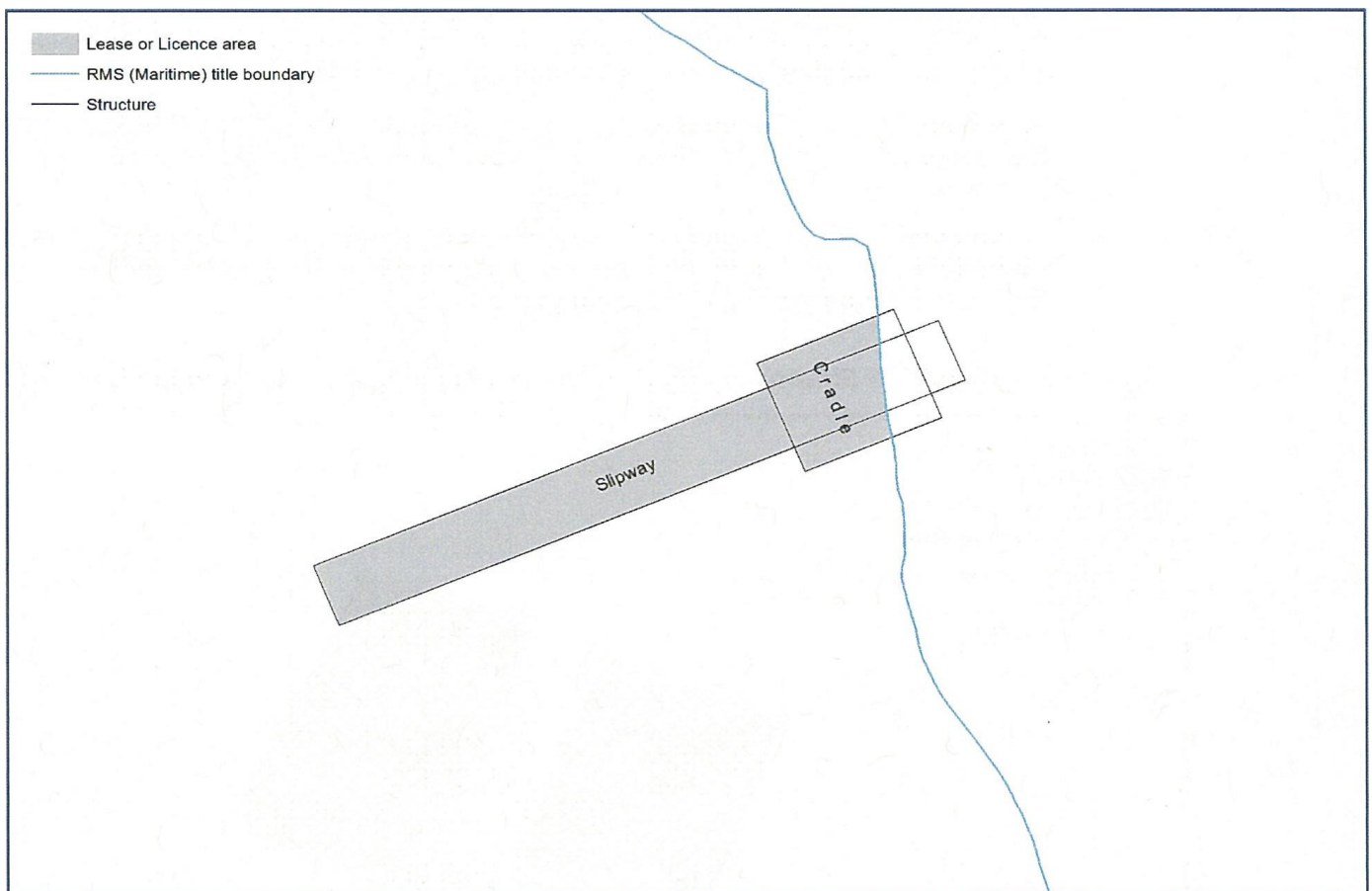
How does Roads and Maritime determine the leased land occupied by slipways?

The area occupied by a slipway and the area occupied by a slipway cradle that is stored on Roads and Maritime land are incorporated into the lease.

Explanatory Note:

- Slipway cradles that cannot be stored completely off Roads and Maritime land alienate the area they occupy from full public use.

Diagram 9: Determination of leased land for slipways.



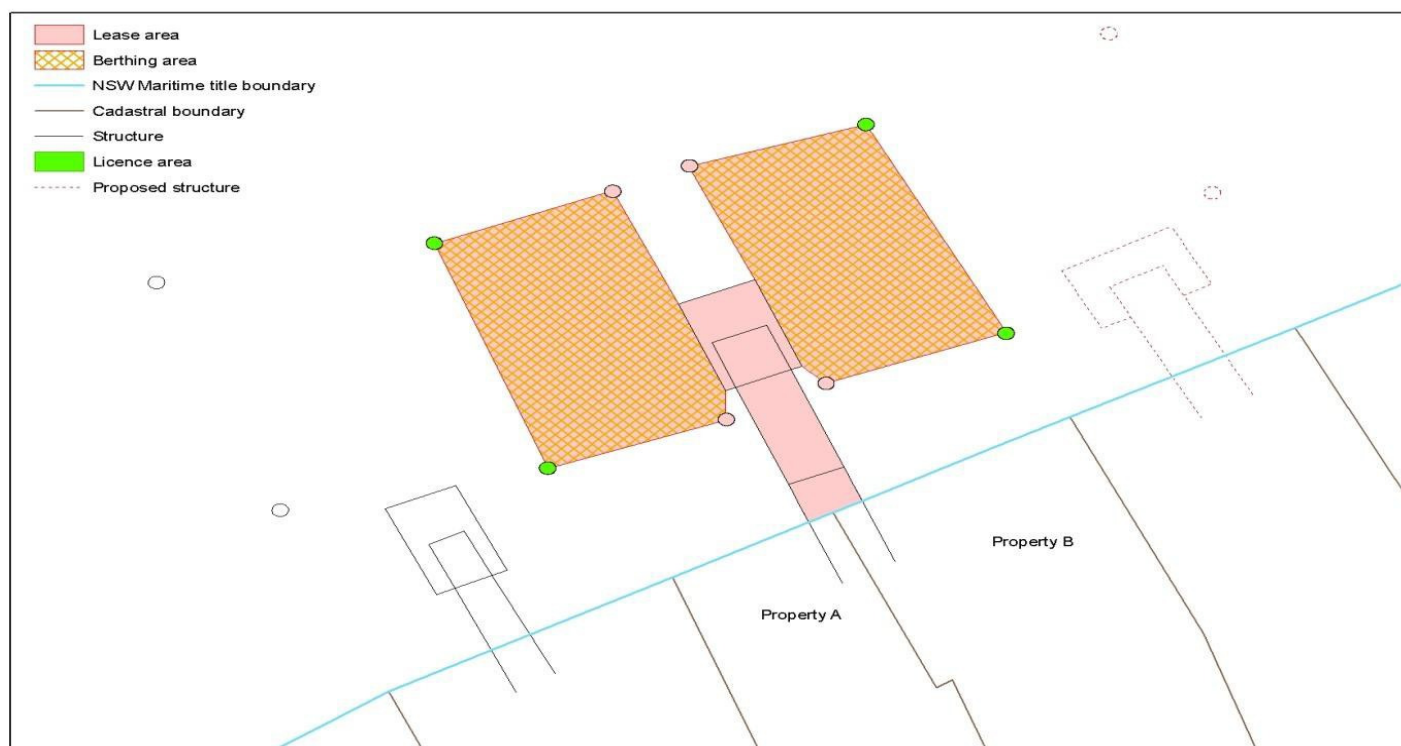
Example J: Shared Structures.

How does Roads and Maritime deal with shared structures?

Shared structures other than mooring piles:

- In the case of existing shared facilities both sharing parties will be required to enter into a joint Lease with Roads and Maritime as well as a separate Shared Occupancy Agreement between themselves. The Shared Occupancy Agreement sets out the respective rights and obligations of the sharing parties in relation to the shared structures and/or areas.
- In the case of structures identified in a Development Consent for future shared use the procedure depends on the extent and nature of the sharing arrangements, however the following is a possible scenario.
- If the entire leased land is required to be shared in the future, the Lease may be terminated when the sharing condition is invoked and Roads and Maritime will issue a new joint Lease to the parties. The sharing parties will also be required to enter into a separate Shared Occupancy Agreement between themselves which sets out their respective rights and obligations in relation to the shared structures and/or areas.
- Where an adjoining freehold property is sold, the incoming owner, in agreeing to take over the lease, will be liable for all costs associated with establishing a new Shared Occupancy Agreement.
- In the event where adjoining land owners (who would normally constitute the parties to a Shared Occupancy Agreement) cannot agree on the lease term for the shared occupancy, the lease term will default to three (3) years.

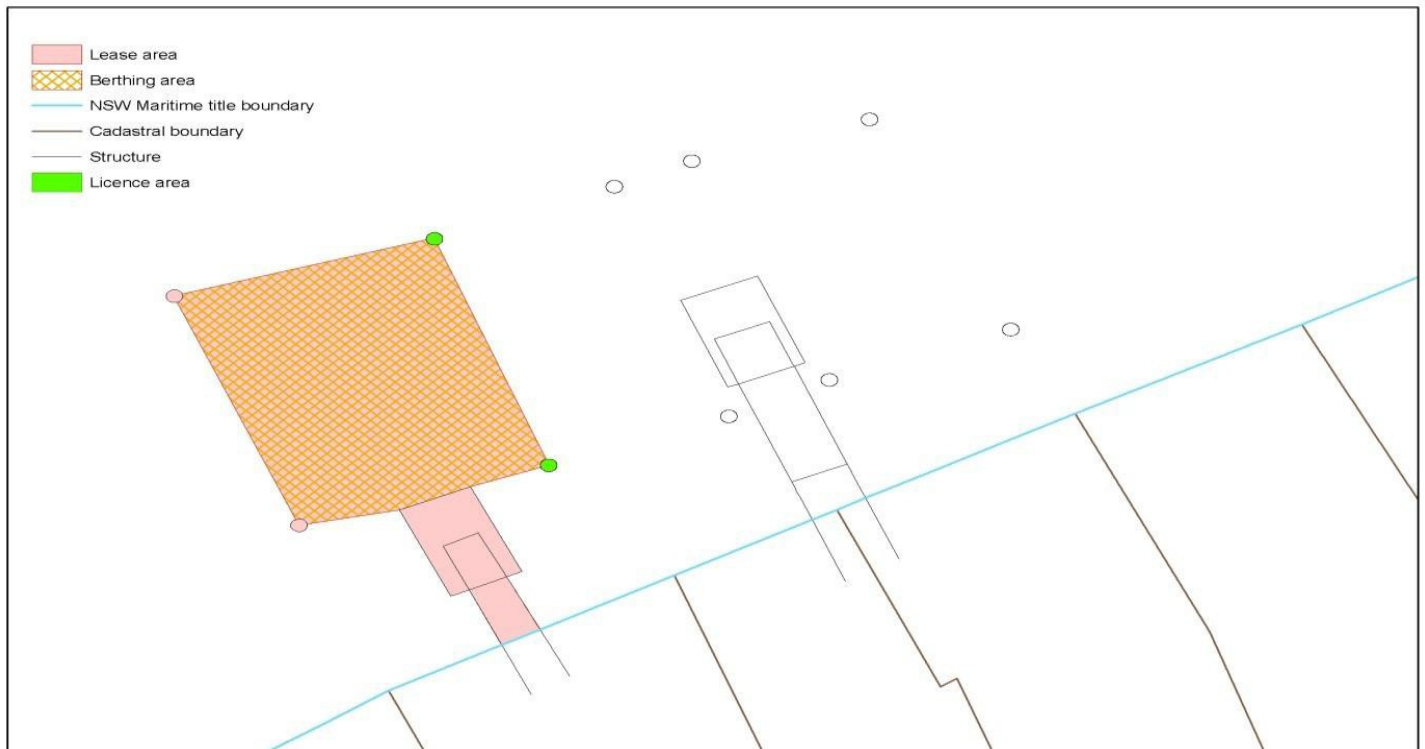
Diagram 10a: Shared Structures — leased land and area subject to licence clause within lease.



One or more mooring piles are shared:

- Shared mooring piles will be the subject of a licence within a separate Lease issued to each of the sharing parties.
- The total occupation comprises the leased and licensed areas.
- The Lease will incorporate a special condition requiring the sharing parties to be jointly and severally liable for all maintenance costs.

Diagram 10b: Shared Mooring Piles - Leased land and area subject to licence and special condition clauses within lease.



Casual Berthing

Example K: What is the leased land in relation to casual berthing?

- A casual berthing area as defined by the development consent is not part of the leased land.
- The Lease document will specify the maximum vessel length permitted to berth casually at the facility but the casual berthing area will not be indicated on the lease plan.

Explanatory Note:

- A vessel does not permanently occupy a casual berthing area as it is approved by Roads and Maritime for short term berthing only.

Seawalls

Example L: What is the leased land for seawalls?

- The leased land extends to the toe of the seawall.

Explanatory Note:

- The area to the toe of the seawall represents the full extent of the lessee's occupation of Roads and Maritime land.

Simplifying Subdivision Boundaries.

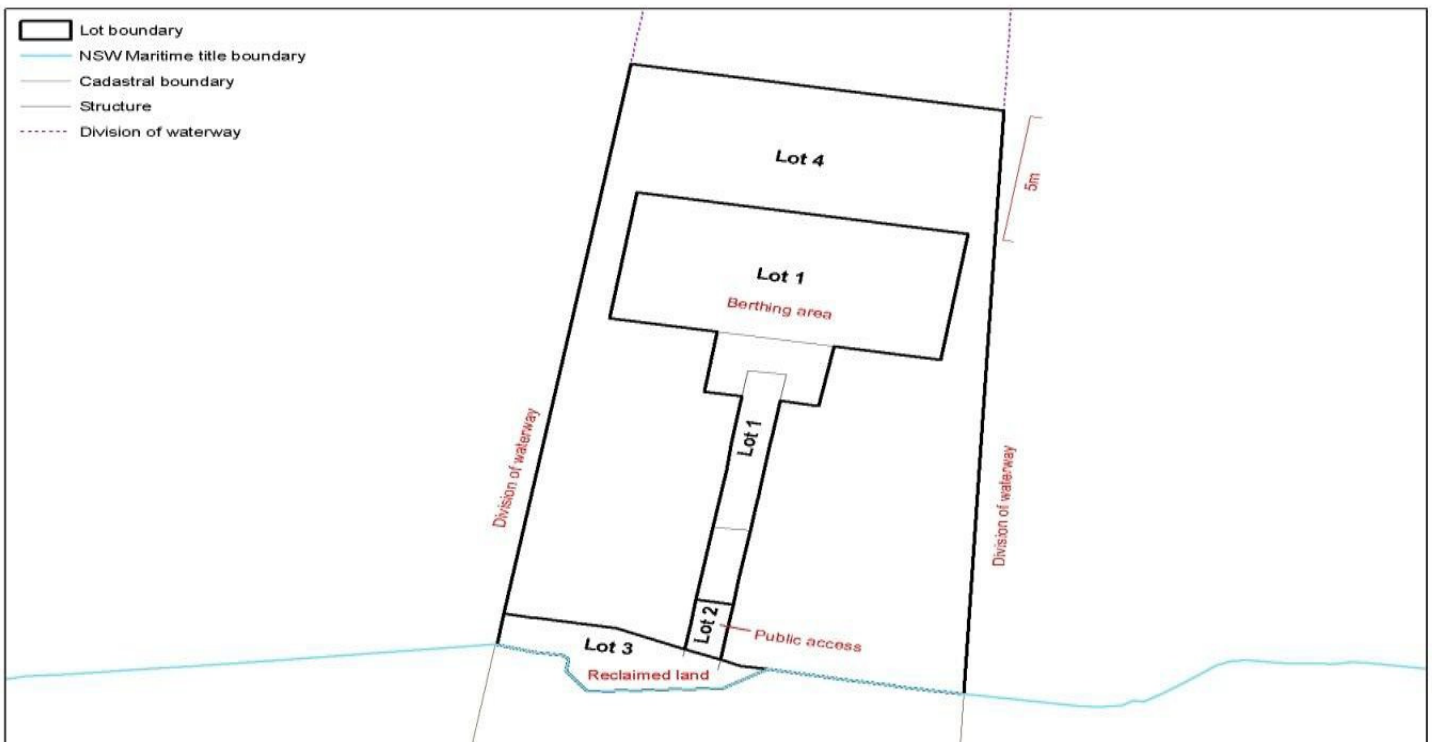
Example M: How does Roads and Maritime avoid creating an intricate lease boundary resulting from a structures/occupation with a complex footprint?

- Manager, Survey may generalise a lease boundary to simplify an otherwise complex subdivision.
- Any voids created by the generalisation process which represent water are not alienated from full public use and are not part of the rental area.
- Separate allotments within the subdivision may be required for reclamations, public access areas and the like.

Explanatory Note:

- This simplifies the potentially complex subdivision process for both the lessees and Roads and Maritime.

Diagram 11: Subdivision boundaries — indicates allotments within a subdivision plan.



Minor Occupations of Roads and Maritime Land

Example N: What is the lease for stormwater drainage facilities and other minor occupations of Roads and Maritime land?

- Where the adjoining landowner has other approved structures/occupations of Roads and Maritime land, stormwater drains and pipes, small anti-scour aprons, small revetment mattresses and other minor occupations are part of the leased land.
- Where the adjoining landowner does not have any other structures/occupations of Roads and Maritime land, stormwater drains and pipes, anti-scour aprons, revetment mattresses and other minor occupations will be the subject of an occupation licence (which incorporates the insurance, indemnity and maintenance obligations of the adjoining landowner) with Roads and Maritime. In such cases a lease is not issued and the occupation licence is issued for \$1, but payment will not be demanded by Roads and Maritime.
- Roads and Maritime (through Principal Manager Property or delegate) will determine, at its absolute discretion, whether structures/occupations are sufficiently minor to warrant being dealt with through an occupation licence, as described above.

Explanatory Note:

- This simplifies the administrative process for both the lessees and Roads and Maritime.

Divisions of Waterway (DoWs)

Example O: Can adjustments to the DoW be made and, if so, who has the discretion to make such adjustments?

- A lessee may request a variation to a division of waterway. Any such request must be in writing, approved by the Survey Manager and addressed to the Principal Manager Property.
- The request will need to be sent to "Survey" for approval, which is at the discretion of the Survey Manager.
- Requests will normally be dealt with within 60 days.

Explanatory Note:

- This simplifies the administrative process for both the lessees and Roads and Maritime.

The DoW is defined as follows:

"a line, defined by the Waterways Authority, which equitably delineates the waterway fronting respective properties" - *Sydney Harbour Foreshores and Waterways Area Development Control Plan 2005*; and "a line which has been determined by NSW Maritime and is plotted on plans to equitably apportion the areas of waterway relative to the frontages of foreshore land parcels. The DoW is entirely administrative in nature and used to avoid disputes... (it) is not intended to confer any rights upon any adjoining landowner." — *Domestic Leasing Procedures (2007)*

In a planning context, Roads and Maritime considers a DoW when assessing the navigation safety impact of a proposed development. The DoW assists in determining whether a proposed development will unacceptably affect marine access to neighbouring facilities or properties.

In a leasing context, the DoW may be used to assess the potential boundaries of a subdivision surrounding a leased structure, for the purposes of registering a long term lease.

Provision for Public Access.

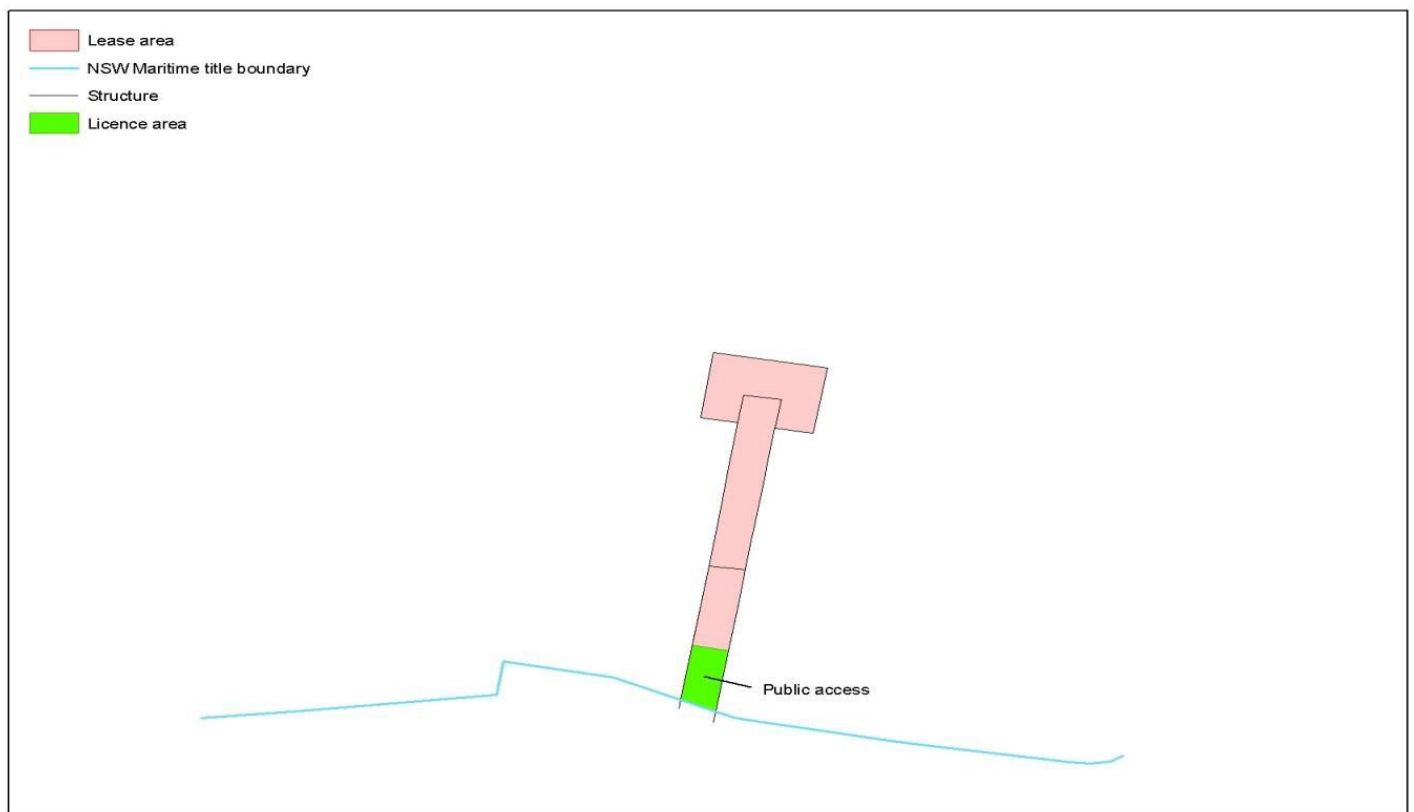
Example P: On lease and subdivision plans how does Roads and Maritime indicate a requirement to provide public access across domestic structures/reclamations?

- In the case of a 3 year Lease, where a condition of a Development Consent requires public access over a domestic structure/reclamation, the area identified for public access will be indicated on the lease plan by a specific symbol which indicates this is a licensed area.
- In the case of a 20 year Lease, where a condition of a Development Consent requires public access over a domestic structure/reclamation, the area identified for public access will be the subject of a separate allotment indicated on the subdivision plan and will be the subject of a Licence incorporated into the Lease.
- Where public access is incorporated into the Lease, rent is still payable over the total licenced area.

Explanatory Note:

- This simplifies the administrative process for both the lessees and Roads and Maritime.

Diagram 12: Public access across structures indicates area subject to licence clause within lease.



Reclaimed Land.

Example R: What is the requirement for land owners to lease adjoining reclaimed land?

Land owners with property adjoining reclaimed land who wish to lease structures on Roads and Maritime wet land adjoining that reclaimed land and/or construct structures on that Roads and Maritime land, are required to lease or purchase the entire area of the reclaimed land adjoining their property.

Where an adjoining land owner does not wish to lease any structures on Roads and Maritime wet land adjoining the reclaimed land and does not wish to lease at the rental appropriate for that precinct, purchase at a fair market price, as assessed by an independent property valuer, or remove the reclaimed land, the reclaimed land may after the landowner has been provided with at least 90 days notice and has still declined to lease or purchase the reclaimed land, be made available to other nearby property holders for lease or used by Roads and Maritime for any other appropriate purpose.

Domestic Licences Fronting Public Land

Waterfront structures on public land need to have a functional relationship with the use of the adjoining land. However, circumstances exist in which a domestic Lessee's freehold land does not adjoin the subject property. These circumstances may have arisen through, for example, subdivisions or historical anomalies resulting in a public reserve, a road or other freehold land now separating the Lessee's freehold from the leased property.

So as not to unreasonably disadvantage existing Lessees in these circumstances, a non-assignable lease to an incoming owner for the remaining term of the existing lease may be granted. In limited circumstances, a new assignable three or 20 year unregistered Licence to the existing Lessee may be issued or a lease may be permitted to be assigned to an incoming owner for the remaining term of the existing Licence.

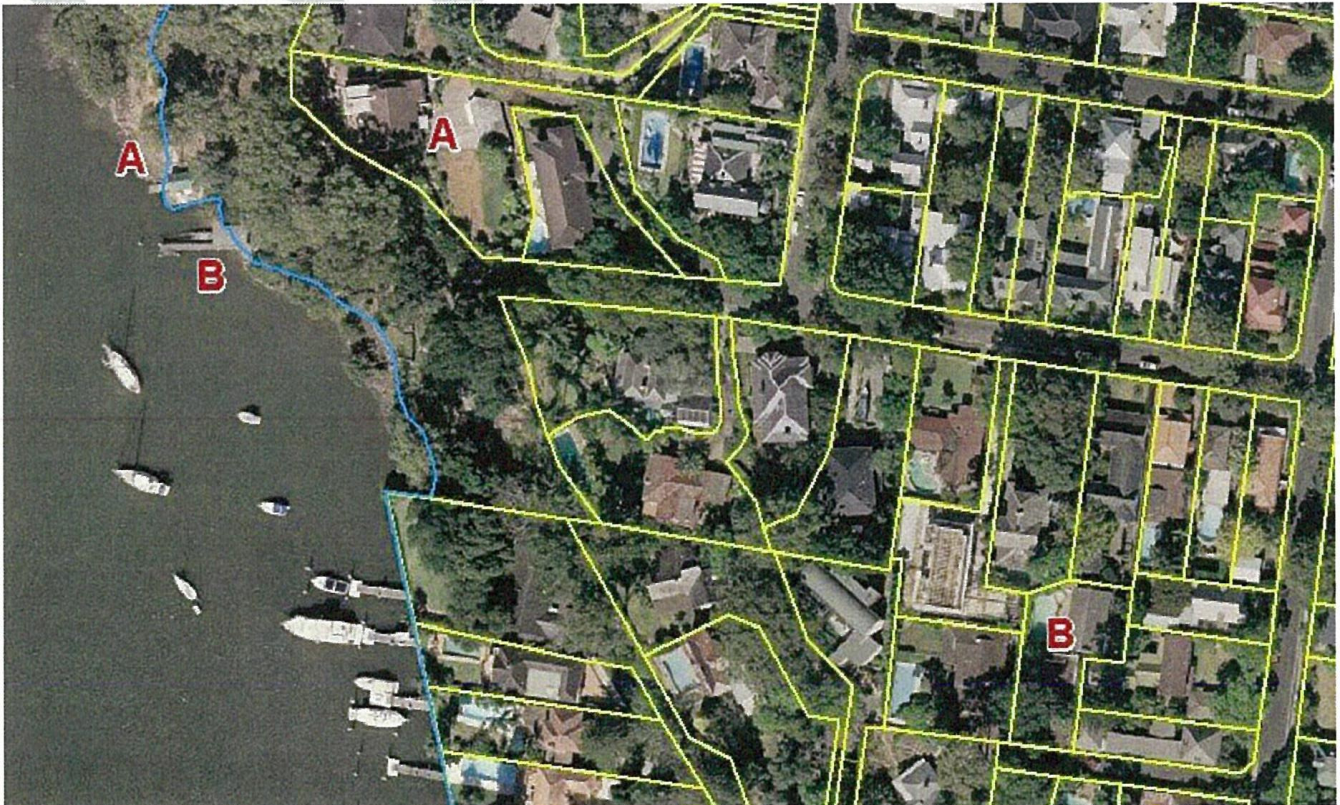
Where a Licensee has tenure over all or part of the adjoining Public Land, the Licence for structures fronting that Public Land can only be for a maximum term equal to the tenure associated with the adjoining public land.

Licence Categories Identified in this Information Guide

Roads and Maritime domestic waterfront licences fronting public land can be divided into two categories:

- Category A — Where the Licensee's freehold property adjoins public land adjacent to the leased structure (refer Diagram 14 below)
- Category B — Where the Licensee's freehold property does not adjoin public land adjacent to the leased structure (Refer Diagram 14 below).

Diagram 14: *Category A: adjacent lessee and Category B: non-adjacent lessee*



Which category applies if there is a road and/or several land parcels between the existing lessee's property and the leased waterfront structure?

- Where an existing lessee's freehold property was historically part of a larger land parcel that extended to the leased waterfront structure, Category A applies.
- For all other cases, Category B applies.

What happens if the waterfront structure is located on land not wholly owned by Roads and Maritime?

- Where part of the waterfront structure is located on public land not owned by Roads and Maritime, the relevant owner of the adjoining public land (e.g. a local council) must provide consent in the form of an occupancy instrument (e.g. lease, licence or some form of written agreement) covering the part of the structure not located on land owned by Roads and Maritime. The duration of this consent can vary but it is required in order for Roads and Maritime to agree to issue a lease.

Guide relating to Category 'A' licences

Scenario 1

Category A wishes to obtain an assignable unregistered 3 or 20 year licence.

Category A is entitled to an assignable unregistered 3 or 20 year licence where a waterfront structure is located on land leased wholly from Roads and Maritime. However, where a waterfront structure is located on land not wholly owned by Roads and Maritime an occupancy instrument from the owner of the adjoining public land (e.g. lease, licence or written agreement) covering the part of the structure located on the public land is required.

Scenario 2

Category A wishes to sell the freehold property and have the existing lease assigned to the new owners.

The assignment is permissible where the balance of the current lease period is being assigned. Where the new owners request a new lease, a new occupancy instrument from the owner of the adjoining public land is required, if the waterfront structure is located on land not wholly owned by Roads and Maritime.

Scenario 3

Category A wishes to sell the freehold property but the new owners do not want the licence/facility.

Under the terms of the lease, Roads and Maritime may require the outgoing lessee to remove any structures and make good the site, at the lessee's expense. If Roads and Maritime does not require the structure to be removed, it may at its discretion reuse the structure for any permissible community, domestic or commercial activity.

- In the first instance Roads and Maritime will offer the licence/facility to the local Council on an as is basis.
- If the local Council does not want the licence/facility, Roads and Maritime will check to see if a local community group wants the licence/facility.
- If no local community group wants the licence/facility, Roads and Maritime will assess whether there is any commercial use for the facility. If there is no commercial use for the licence/facility then the structure will be removed.

Scenario 4

Category A wishes to assign the current lease to a family member, friend or other third party.

- Where the family member, friend or other third party is listed as an owner on the certificate of title relating to Category A's freehold property or is otherwise the legal occupier of the land, the assignment is permissible.
- Where the above is not satisfied, the assignment will not be permitted.

Scenario 5

There is only one person named on Category A's lease and this person passes away.

The existing lease will continue until the lessee's estate is finalised. The balance of the existing lease may be assigned to the new owners of the freehold property. However, if the new owners request a new licence rather than an assignment of the existing lease, and the waterfront structure is located on land not wholly owned by Roads and Maritime (for example, a boatshed that is partly over the seabed and partly on a council reserve), an occupancy instrument from the owner of the adjoining public land

(e.g. lease, licence or written agreement) covering the part of the structure located on that land is required.

Guide applying to Category 'B' licences

Scenario 6

Category B wishes to obtain an assignable unregistered licence for three or 20 years.

Category B is not entitled to an assignable lease. Category B is, however, able to obtain a renewable but non-assignable unregistered 3 or 20 year licence. However, when a waterfront structure is located on land not wholly owned by Roads and Maritime an occupancy instrument from the owner of the adjoining public land (e.g. lease, licence or written agreement) covering the part of the structure located on the public land is required.

Scenario 7

Category B wishes to sell their freehold non-adjoining property and assign the lease to the new owners.

Category B's lease is not assignable regardless of the sale of any property i.e. the lease must remain with its existing lessee, or the existing lessee can request a termination of the lease.

Scenario 8

Category B wishes to include a family member, friend or third party on the lease.

- Only the person(s) named on a current lease (or lease on Hold-over) that was fully executed as at 1 January 2009 are entitled to be a lessee in this category. No further parties can be added to the lease.
- If there is only one person named on the lease and that person passes away, the lease will be terminated and Roads and Maritime will decide the future of any structures (as in Scenario 3).

Guide applying to both Category 'A' and Category 'B' leases

Scenario 9

Category A or Category B wishes to terminate a lease.

- Ordinarily, Roads and Maritime is legally entitled to receive the determined rent for the life of the lease. Roads and Maritime will consider all written requests for termination of a lease, including circumstances such as serious illness, financial hardship and/or where the owner of the adjoining public land has revoked occupancy consent.
- If Roads and Maritime agrees to terminate a lease, Roads and Maritime will decide the future of any structures (as in Scenario 3 above).
- If Roads and Maritime decides that the structure is to be removed then the last lessee will be required to meet all obligations of the lease including removal of the structure.

Commencement of Rental

How does Roads and Maritime determine the date on which the rental period commences?

Prior to commencing any works on Roads and Maritime land, the Lessee must obtain construction approval from Roads and Maritime, as landowner, and enter into a formal "Agreement for Lease" with Roads and Maritime.

The Agreement for Lease will guarantee the Lessee a lease of Roads and Maritime land subject to the Lessee undertaking the approved construction works on Roads and Maritime land in accordance with the Development Consent and any requirements of Roads and Maritime as landowner.

During the construction phase the Lessee will be required to pay a fee to occupy Roads and Maritime land. The occupation fee will be based on the approved area of occupation and will commence from the date on the Construction Certificate.

Upon completion of the construction works, and subject to them being completed to Roads and Maritime satisfaction and provided that the Lessee has satisfied any other conditions precedent as set out in the Agreement for Lease, the final Lease document will be issued and executed.

Rent is payable from the date of the Occupation Certificate.

Following a sale of the adjoining land, rent for the Roads and Maritime property will commence the day of settlement of the adjoining property.

This aims to ensure that structures/reclamations are constructed in a reasonable time period, in accordance with the Agreement for Lease, and simplifies administrative processes for both the lessee and Roads and Maritime.

Fees and Costs

The Lessee is responsible for all reasonable costs associated with the establishment and administration of Domestic Waterfront Leases and Licences.

Recreational Berthing

The berthing or storage of other recreational Vessels at a domestic waterfront facility is permitted, subject to any restrictions on Vessel size, or other conditions contained in the applicable Development Consent or the Lease.

Domestic Lease Rents

Domestic rents are payable by private residential Lessees for the use and occupancy of Roads and Maritime land, including reclaimed land based on a formula as recommended by the Independent Pricing and Regulatory Tribunal (IPART) reflecting the area deemed to be occupied using the specific Precinct Statutory Land Value (SLV), a discount factor of 50% and an applicable Precinct rate of return.

The annual rent is calculated using the formula:

$$\text{Rent} = \text{Leased area} \times \text{Precinct Rate}$$

The discount factor does not apply to residential houseboats.

Roads and Maritime has identified six precincts in Sydney Harbour and one in Botany Bay (Georges River East), the boundaries of which have been determined to promote a fair and

smooth rental rate by averaging it across a relevant and representative area. To regulate changes in property valuations resulting from revaluations of land, the rolling average of the three most recent annual SLVs is used in the general rent calculations. A copy of the Sydney Harbour precincts and their associated \$/m2 rates can be found on the [Domestic Leasing Precinct Rates Map](#).

Rates associated with each of the precincts are updated annually and will be applied on the anniversary of each Domestic Lease or Licence.

An administration fee is applicable to all Domestic Leases which is reviewed every four years by an independent and suitably qualified entity. The administration fee is updated annually between the four yearly IPART Reviews, by the percentage increase in public sector wages.

Maintenance and Repairs

Domestic Waterfront Lease holders are required to maintain the property in good repair and condition at their expense. This requirement extends to maintenance dredging as and when required by the Lessee to ensure an appropriate depth of water to provide access to structures on Roads and Maritime land in accordance with the Lease.

Details of Lessees Maintenance and Repair obligations are found in the [Information Guide — Maritime Property - Managing Domestic Waterfront Leases & Licences](#).

Capital Improvements

Subject to Planning and Roads and Maritime approval, Lessees may make enhancements or capital improvements to the structures on the property.

Although Roads and Maritime is a Consent Authority for Water-based Structures in Sydney Harbour, it does not undertake the role of an accredited certifier. Any complying development proposals for water-based structures require certification from an accredited certifier.

Lessees are responsible for the maintenance and repair of any and all enhancements and improvements to the leased property.

Lessees of water-based structures on Roads and Maritime land seeking to carry out complying development will need to apply for Permission to Lodge (PTL) in accordance with the [Information Guide — Maritime Property - Gaining Roads and Maritime Permission to Lodge a DA](#), prior to any Complying Development Certificate being issued.

Removal of Structures

The standard Maritime Property Domestic Lease provides Roads and Maritime with the option to require the Lessee to remove any structure in accordance with the terms of the Lease.

Further guidance on the removal of structures can be found in the [Information Guide — Maritime Property - Removal of Structures](#).

Assignment of Current Leases

Roads and Maritime allows for the assignment of leases over domestic property following the prior written approval of Roads and Maritime, which will not be unreasonably withheld. Prior to any proposed assignment, the outgoing Lessee must rectify any breaches of their obligations under the Lease, including Defaults in maintenance, rent payments or any other financial matter, unless the proposed transferee or assignee agrees in writing to meet the outgoing Lessee's obligations.

Roads and Maritime will not permit the assignment of expired Leases.

Further guidance on the procedures for assigning a Domestic Lease can be found in the [Information Guide — Maritime Property - Managing Domestic Waterfront Leases & Licences.](#)

Other relevant Information Guides

The following guides provide further information about leasing or licensing a Domestic Waterfront Maritime Property;

- [Information Guide — Maritime Property - Managing Domestic Waterfront Leases & Licences](#)
- [Information Guide — Maritime Property - Gaining Roads & Maritime Permission To Lodge DA](#)
- [Information Guide — Maritime Property - Exempt & Complying Developments](#)
- [Information Guide — Maritime Property — Domestic Waterfront Lease Concessions and Hardship Relief](#)
- [Information Guide — Maritime Property - End of Lease Activities](#)
- [Information Guide — Maritime Property - Removal of Structures](#)

Important Note: This document does not constitute legal advice and provides guidance only. Users are advised to seek professional advice and refer to the relevant legislation as necessary, before taking action in relation to any matters covered by this document.

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