

## **Palmview Structure Plan Area Infrastructure Agreement 2010 (Consolidation No 2)**

- (f) The Council will within 30 days after the end of each financial year provide to a Landowner a statement including details of the following:
  - (i) all moneys deposited to the Palmview Community Facilities Account during the previous financial year;
  - (ii) all moneys disbursed from the Palmview Community Facilities Account during the previous financial year;
  - (iii) the balance of the Palmview Community Facilities Account at the end of the financial year;
  - (iv) all interest accrued on the monies held in the Palmview Community Facilities Account during the previous financial year;
  - (v) any other relevant details that the Landowner may reasonably require.

## **2. Urban Development Investigation**

### **2.1 Urban Development Investigation Areas**

- (a) Landowner B and Landowner C propose to carry out separate or combined investigations for parts of Area B (**Investigation Area B**) and Area C (**Investigation Area C**) respectively, in the Structure Plan Area specified on Drawing 6 (**Urban Development Investigation Area**), to determine whether the relevant investigation area is land suitable for urban development in the Structure Plan Area (**Urban Development Investigation**).
- (b) In relation to the Urban Development Investigation Area:
  - (i) the Council acknowledges that Landowner B and Landowner C consider that the Urban Development Investigation Area is suitable for urban development and wish to carry out separate investigations for Investigation Area B and Investigation Area C respectively in accordance with this Special Condition 2; and
  - (ii) Landowner B and Landowner C acknowledge that the Council, based on previous investigations carried out by the Council, considers the Urban Development Investigation Area not to be suitable for urban development, but has agreed for Landowner B and Landowner C to carry out separate investigations for Investigation Area B and Investigation Area C respectively in accordance with this Special Condition 2.

### **2.2 Land suitable for urban development**

Land within an Urban Development Investigation Area is only to be considered suitable for urban development if:

- (a) for an ecologically important area, the land:
  - (i) is not included in an ecologically important area as specifically identified on Other Plans Map OPM P2(b) (Palmview Master Planned Area Ecologically Important Areas) of the Structure Plan; or

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- (ii) is included in an ecologically important area as specifically identified on Other Plans Map OPM P2(b) (Palmview Master Planned Area Ecologically Important Areas) of the Structure Plan and is determined by the State government and the local government not to be an ecologically important area; and
- (b) for a flood hazard, the land:
  - (i) is not flood prone land as defined in the Structure Plan (**Flood Prone Land**); or
  - (ii) if the land is Flood Prone Land, the Council in its absolute discretion has determined that incorporating the Flood Prone Land in the land suitable for urban development satisfies an overriding need in the public interest in that:
    - (A) it would not result in any material adverse impact both upstream and downstream of the land; and
    - (B) it would result in a significant overall benefit for a significant part of the community in social, economic or environmental terms; and
    - (C) the benefit cannot otherwise be satisfied by other land that is suitable and reasonably available.

**2.3 Urban Development Investigation**

- (a) Landowner B and Landowner C are to, within 12 months of the Proposed Planning Scheme Amendment taking effect, each give to the Council a Notice stating the results and the technical basis for the results of the Urban Development Investigation of Investigation Area B and Investigation Area C.
- (b) If Landowner B or Landowner C do not comply with paragraph (a), the land within the relevant Landowner's Area is taken not to be suitable for urban development in the Structure Plan Area and the relevant Landowner is to provide that land to the Council as part of the Non-urban Open Space Infrastructure Network in accordance with the Infrastructure Contribution Schedule.
- (c) If Landowner B or Landowner C complies with paragraph (a), the Council is to:
  - (i) determine as soon as reasonably practicable whether it is satisfied that all or part of the relevant Urban Development Investigation Area is land suitable for urban development in the Structure Plan Area subject to the provision by the relevant Landowner of necessary infrastructure to service the land for urban development at no cost to the Infrastructure Authorities; and
  - (ii) provide a reason for its determination.
- (d) If the Council determines that all or part of an Urban Development Investigation Area is land suitable for urban development in the Structure Plan Area, the parties are to in a manner which is timely as is reasonably practical:
  - (i) confer with the view to reaching an agreement as to the affect, if any, the determination may have on the Proposed Development and a

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Development Obligation under this document and the Structure Plan and Structure Plan Planning Scheme Policy;

- (ii) if the parties agree that the Proposed Development or a Development Obligation is affected by the determination, using their best endeavours, review the Proposed Development, negotiate in good faith and change this document to put the parties in as near as practical position as they would have been had it not been for the determination;
- (iii) if the parties agree that the Structure Plan or Structure Plan Planning Scheme Policy is affected by the determination, the Council, using its best endeavours and after consultation with the parties, is to consider whether it proposes to make a change to the Structure Plan or Structure Plan Planning Scheme Policy to give effect to the determination;
- (iv) invoke the dispute resolution process under **clause 16** if an agreement cannot be reached for a matter in subparagraphs (i) and (ii);
- (v) have regard to the following in relation to a matter in subparagraphs (i) to (iv):
  - (A) this document;
  - (B) the Structure Plan, Structure Plan Planning Scheme Policy and other relevant Planning Instruments;
  - (C) a Water Infrastructure Instrument;
  - (D) the intent of the parties in entering into this document as stated in the Recitals;
  - (E) the Landowner which has the benefit of additional land suitable for urban development:
    - (1) is to be solely responsible for the provision of the corresponding increase in the Infrastructure Contributions required to service the additional land for urban development; and
    - (2) is to provide to the Infrastructure Authorities the Additional Infrastructure Contributions for the additional land for urban development; and
    - (3) is not entitled to change for the purposes of Special Condition 3 the Allocated Projected Demand for the Prescribed Road Infrastructure other than for the Southern Road Link Upgrade; and
    - (4) in relation to the change of the Allocated Projected Demand for the Southern Road Link Upgrade, is entitled in proportion to the area of the additional land suitable for urban development, to additional traffic capacity in the Southern Road Link Upgrade which is established to the satisfaction of the Council; and