

- 3 The Owner hereby covenants with the Council as follows:-
- 3.1 Public Open Space of not less than the area show edged in green on the attached plan annexed hereto or an area of not less than 3% of the site area to be agreed in writing with the Council (hereinafter called “the green land”) shall have been provided and laid out by the Owner to the reasonable satisfaction of the Council before any dwelling comprised in the development is occupied
- 3.2 No development shall commence on site until a Scheme of Landscaping (to include all the green land and the boundary treatment thereof) together with a timetable for implementation of the said Scheme shall have been prepared by the Owner and agreed in writing by the Council (such approval not to be unreasonably withheld or delayed)
- 3.3 Before any dwelling comprised in the development is occupied the Owner shall have prepared a Scheme of Management for the green land and each and every part thereof and shall have submitted and approved in writing by the Council (such approval not to be unreasonably withheld or delayed)
- 3.4 Before any dwelling comprised in the development is occupied the Owner shall have made an offer in writing to convey or transfer the green land for a nil consideration to *[insert the name of the relevant Parish Council]* Parish Council and shall have conveyed or transferred the same to the said Parish Council within four weeks (or such longer time as shall have been agreed in writing between the Owner and the said Parish Council) of receiving acceptance of such offer **PROVIDED ALWAYS:**
- 3.4.1 that in the event of *[insert the name of the relevant Parish Council]* Parish Council neglecting or refusing to accept such offer within three months of the Owner and/or the Developer having made the same (hereinafter called “the offer period”) then within three months from the expiry of the offer period the Owner shall have formed a management company or established a trust to manage the green land as a landscaped Public Open Space at all times thereafter and shall have conveyed or transferred the green land to such management company or trust
- 3.4.2 the said conveyance or transfer of the green land to *[insert the name of the relevant Parish Council]* Parish Council or to a management company or to a trust (as the case maybe) shall include (i) a covenant requiring the said Parish

Council, management company or trust (as aforesaid) to maintain the green land as a landscaped Public Open Space at all times thereafter for the benefit of the inhabitants of the Parish of *[insert the Parishes name]*

- 3.4.3 at the date of the said conveyance or transfer of the green land the Owner shall have paid to *[insert the name of the relevant Parish Council]* Parish Council or to the said management company or to the said trust (as the case maybe) a lump sum of *[insert the amount]* pounds (£) such sum to be solely applied for the purpose of maintaining the green land as landscaped Public Open Space at all times for the benefit of the inhabitants of the Parish of *[insert the name of the Parish]*.