Fifth Schedule - Owners Undertaking Carpark

Car Park
The Owner undertakes to the Council as follows:

1. Not to erect any Dwellings on the land as approved in writing by the Council and allocated for the Car Park.
2. To submit to the Council for its written approval (such approval not to be unreasonably withheld or delayed) the Detailed Specification for the Car Park prior to the Commencement of Development and not to Commence Development until the Detailed Specification for the Car Park has been approved in writing by the Council.
3. To construct and deliver the Car Park in accordance with the Detailed Specification for the Car Park as approved in writing by the Council and in accordance with the requirements of this Schedule prior to the Occupation of the twentieth (201h) Dwelling within the Site or as otherwise agreed in writing with the Council and to permit the use of the Car Park in accordance with the principles and terms set out in this Schedule and in the approved Detailed Specification for the Car Park.
4. Not to Occupy the twentieth (20th) Dwelling until the Council has issued a Certificate of Practical Completion for the Car Park in accordance with the requirements of this Schedule.
5. That, once constructed in accordance with this Schedule, it will allow the land containing the Car Park to be used solely as a car park for the parking of vehicles by the Council and the general public at all times in perpetuity and will ensure the Car Park is at all times made available and in a proper condition for such use.
6. Following completion of construction of the Car Park the Owner shall serve notice in writing on the Council inviting it to inspect the constructed Car Park and to issue a Certificate of Practical Completion confirming that the Car Park has been constructed to its reasonable satisfaction. If the Council chooses to inspect the Car Park then;
 - 5.1 on inspection the Council will identify to the Owner any necessary remedial works and the Owner shall complete such remedial works notified to them to the reasonable satisfaction of the Council, in accordance with any reasonable timeframes specified by the Council and, in any event, as soon as reasonably practicable; and
 - 5.2 upon completion of the remedial works notified pursuant to paragraph 5.1 of this Schedule the Owner shall serve notice in writing on the Council inviting it to inspect such remedial works and issue a Certificate of Practical Completion confirming that the Car Park has been completed to its reasonable satisfaction. If the Council identifies further remedial works, the requirements of paragraphs 5.1 and 5.2 shall repeat themselves until the Council issues a Certificate of Practical Completion for the Car Park.
 - 5.3 Where no remedial works are notified by the Council to the Owner, following the Council's inspection of the Car Park, the Owner may serve notice in writing on the Council requesting the issue of a Certificate of Practical Completion confirming that the Car Park has been constructed to the reasonable satisfaction of the Council.
6. Prior to the Occupation of the 20th Dwelling on the Development (or as otherwise agreed in writing with the Council) to construct or procure the construction of the Car Park having first incorporated any corrective amendments to the reasonable satisfaction of the Council so that the Car Park is available for use by the public and in accordance with the terms of this Deed.
7. On satisfactory completion of the Car Park and any remedial works /corrective amendments required by the Council (as evidenced by the issue of a Certificate of Practical Completion by the Council in respect of the Car Park) the Car Park shall be maintained by the Owner in accordance with the approved Car Park Detailed Specification and to the reasonable satisfaction of the Counoil for the Maintenance Period during which time any defects shall be made good.
8. On expiration of the Maintenance Period the Owner shall:
 - 8.1 serve notice on the Council in writing inviting it to inspect the Car Park and issue a Final Certificate confirming that such works have been maintained to its reasonable satisfaction. If the Council chooses to inspect the Car Park;
 - 8.2 on inspection the Council will identify to the Owner any necessary remedial/maintenance works and the Owner shall complete such remedial/maintenance works notified to them to the reasonable satisfaction of the Council, in accordance with any reasonable timeframes specified by the Council and, in any event, as soon as reasonably practicable; and
 - 8.3 upon completion of any remedial/maintenance works notified pursuant to Paragraph 8.2 of this Schedule the Owner shall serve notice in writing on the Council inviting it to inspect such remedial/maintenance works and issue a Final Certificate confirming that the Car Park has been maintained to the reasonable satisfaction of the Council. If the Council identifies further remedial/maintenance works, the requirements of paragraphs 8.2 and 8.3 shall repeat themselves until the Council issues a Final Certificate for the Car Park.
 - 8.4 Where no remedial/maintenance works are notified by the Council to the Owner following the Council's inspection of the Car Park, the Owner may serve notice in writing on the Council requesting the issue a Final Certificate confirming that the Car Park has been maintained to the reasonable satisfaction of the Council.
9. On the issue of the Final Certificate, the Owner shall transfer the Car Park to the Management Company for the long term management of the Car Park subject to such rights as the Owner shall reserve for the benefit of the rest of the Development in respect of any Service Installations and with a covenant, expressed to be given by the Management Company to both the Owner and the Council, that:
 - 9.1 the Council and members of the public shall continue to have such permissive rights of access and use over the Car Park as are specified in this Schedule;
 - 9.2 the Car Park shall not be used otherwise than as a car park; and
 - 9.3 the Management Company shall maintain the Car Park on the Development in accordance with the Detailed Specification for the Car Park as approved in writing by the Council; but which shall otherwise be free from encumbrances.
10. After the end of the Maintenance Period and the issue of the Final Certificate, the Owner shall continue to maintain the Car Park on the Development in accordance with the Detailed Specification for the Car Park as approved in writing by the Council until such time as the Car Park is transferred to the Management Company subject to the rights of the Owner in this Schedule and the Owner shall procure in transfer to the Management Company an obligation on the Management Company to maintain the Car Park to the same standard as set out in the Detailed Specification for the Car Park approved by the Council, in perpetuity.



Proposed Site Plan - Parking Management Strategy
1 : 500

Legend

- Site Boundary
- PROW
- Resident Parking
- Visitor Parking - 5no. spaces
- Car Park - 15no. spaces (as per the 'Fifth Schedule - Owners Undertaking Carpark')
- EVCP (Electrical Vehicle Charging Point) Posts

10 0 10 20 30 40 50 metres

1:500 @A1

Rev By	Rev	Date	Description
LL	C	19.05.26	Updated to Highway Comments
LL	B	14.05.26	Updated to Highway Comments
LL	A	17.04.26	Site Plan Updated

Change Control.
To be able to manage and reach consensus that design work is compliant, monitor identified compliance risks and assess gaps in designers' competence; change control and record in connection with the Client, Principal Contractor and any Sub-Contractor thereafter must be ensured throughout all associated RIBA stages, including any variation to the design proposals imposed without prior knowledge of the Principal Designer otherwise the role of designer is assumed by the responsible party for the accountability and the duty of design.

General Notes.
- Do not scale except for Planning Application purposes.
- All dimensions, tolerances and references must be verified on site prior to construction and any discrepancies reported back to OSG Architecture Limited prior to the works being commenced.
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OSG Project No.
25-1791

Project Title.
Proposed Residential Development Land Between School Road & Orchard Road, Hurst, Berks

Drawing Description.
Proposed Site Plan Parking Management Strategy

Scale @A1.
1 : 500

Date Created.
June 2025

Drawn By.
MBH

Checked By.
DT

Approved By.
DT

Project. Originator. Volume. Lvl/Loc. Type. Role. Drawing No.
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Suitability.
PLANNING

Revision.
C

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