

Appendix D: Relevant Planning Permissions and Appeal decisions



Property	18 Prince Arthur Road
App. ref	APP/X5210/A/12/2176136
Description of development	Off-street parking space and crossover and associated alterations to front boundary wall.
Summary	Application approved at appeal (decision attached). The proposed access reduced the length of the residents' parking bay that is partly in front of the appeal site by about 2.7m. The Inspector concluded that the proposal would at least preserve the character and appearance of the Fitzjohns/Netherhall Conservation Area and that it would not materially adversely affect the availability of on-street car parking.



Property	48b Netherhall Gardens (Figure 41 in the Parking and Access Survey)
App. ref	2010/1946/P (and various subsequent minor amendments)
Description of development	Erection of three storey dwelling house with partial basement, with additions and alterations to include creation of pedestrian entry and re-paving of driveway, following demolition of existing dwelling house (Class C3)
Summary	Recently approved redevelopment of a semi-detached house with narrow vehicular entrance, high walls to either side, and in close proximity to neighbouring vehicular entrance and crossover to the right hand side. Slab paving continues across the entrance so that the entrance is not signalled to passing pedestrians. The detailing of the concrete dropped kerb is poor, detracting from the appearance of the street.



- Property** 48c Netherhall Gardens (Figure 44 in the Parking and Access Survey)
- App. ref** 2011/1177/P and 2012/4138/P
- Description of development** Erection of three storey dwelling house with basement, following demolition of existing dwelling house.
- Summary** A recently approved redevelopment with high front boundary walls and crossover misaligned with driveway. Slab paving continues across the entrance so that the entrance is not signalled to passing pedestrians. The detailing of the concrete dropped kerb is poor, detracting from the appearance of the street. The resident parking bay is misaligned with the crossover and the gates, so that visibility for vehicles entering or leaving the space is highly restricted.



Property	41a Maresfield Gardens (Figure 67 in the Parking and Access Survey)
App. ref	2006/0246/P Removal of internal garden walls and the relocation of a bin store in connection with the provision of three off-street parking spaces within front forecourt for use by the existing Youth Hostel.
Description of development	Formation of a vehicular entrance and three parking spaces
Summary	Narrow vehicular entrance to university halls of residence accessing 3 off street spaces. Tall walls to either side. The parking spaces are aligned perpendicular to the gates, so that vehicles entering or leaving the space are also turning, further restricting visibility. This also serves as a service access. Slab paving continues across the entrance so that the entrance is not signalled to passing pedestrians. This entrance is one property to the south of the appeal property.



Property 8 Nutley Terrace (Figure 70 in the Parking and Access Survey)

App. ref 2008/3716/P

Description of development

Summary Double garage parking space with tall fence to right hand side. Visibility further restricted because the parking is aligned obliquely, not perpendicular, to the street. Slab paving continues across the entrance so that the entrance is not signalled to passing pedestrians. The forecourts are insufficiently deep, so that cars parked in front of garage doors obstruct the pavement. Consent has been granted for a narrower gateway (off-set to right and closer to boundary) with tall brick piers to either side.



Property 40 Netherhall Gardens (Figure 47 in the Parking and Access Survey)

App. ref 35006

Description of development

Summary Narrow driveway with tall brick piers and wall. Consent was granted for the removal of one of the two vehicular entrances, raising boundary wall height, and formation of double garage and forecourt parking. The resulting increased in vehicle movements is concentrated on the single narrow gateway.



- Property** 7a Netherhall Gardens (figure 9 in the Parking and Access Survey)
- App. ref** 23030
- Description of development** Alterations to form a dwelling house.
- Summary** Conversion to a house with creation of front parking space, but no crossover formed whilst the property is located at a T junction



Property	7b Netherhall Gardens
App. ref	PWX0202891 and P9601278R2
Description of development	Excavation of basement area to provide additional habitable accommodation for the existing dwellinghouse, together with alterations to the front garage area, as shown on drawing numbers; 2002/L02-L05; and L10C; L12C; L14A; and L15A.
Summary	Formation of two front parking spaces with separate vehicular entrances, one with a vehicular crossover, the other without. High boundary wall to the right hand side. The entrance is adjacent to a T Junction. Left hand parking space aligned obliquely, further restricting sight lines.

Appendix E: Reports of Title

- E1 April House, 45 Maresfield Gardens
- E2 Flat 1 April House, 45 Maresfield Gardens
- E3 Flat 2 April House, 45 Maresfield Gardens

Appendix F: Draft Unilateral Undertaking

DATED

2015

(1) KFIR CHERVINSKI and LIRON CHERVINSKI

to

**(2) THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF CAMDEN**

UNILATERAL OBLIGATION

relating to land known as

Flat 1, April House, 45 Maresfield Gardens, London NW3 5TE

pursuant to Section 106 of the Town and Country Planning

Act 1990 (as amended)

THIS UNILATERAL OBLIGATION is made the day of 2015

AND IS GIVEN BY

KFIR CHERVINSKI and LIRON CHERVINSKI of Flat 1, April House, 45 Maresfield Gardens, London NW3 5TE. (hereinafter called "the Owner")

IN FAVOUR OF

THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council")

1 WHEREAS

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL618433.
- 1.2 The Owner is the freehold Owner and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 A Planning Application for the development of the Property was submitted to the Council and validated on 27 July 2015 under reference number 2015/3684/P.
- 1.4 An enforcement Notice (reference EN15/0735) alleging a breach of planning control was served 28 July 2015. The alleged breach comprised the erection of metal gates and brick gate piers on the front boundary of the property without planning permission.
- 1.5 The Enforcement Notice was due to take effect on 8 September 2015.
- 1.6 An Enforcement Notice Appeal under 174 of the Act was submitted by the Owner to the Planning Inspectorate on 27 August 2015 and given the reference number APP/X5210/C/15/3133473 ("the Appeal").
- 1.7 The Council refused the Planning Application on 9 September 2015.

- 1.8 The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Unilateral Obligation.
- 1.9 For that purpose the Owner is willing to enter into this Unilateral Obligation pursuant to the provisions of Section 106 of the Act subject to the provisions of this Unilateral Obligation.

2 DEFINITIONS

- 2.1 In this Unilateral Obligation the following expressions (arranged in alphabetical order) shall unless the context otherwise requires have the following meanings:-

“The Appeal”	an Enforcement Notice Appeal under 174 of the Act submitted by the Owner to the Planning Inspectorate on 27 August 2015 and given the reference number APP/X5210/C/15/3133473.
“The Certified Sum”	The final total amount expended by the Council in carrying out the Public Highway works to be calculated upon completion.
“The Residual Sum”	The amount of the difference between the Highways Contribution and the Certified Sum the shortfall to be paid by the Owner to the Council and any excess refunded by the Council to the Owner.
"The Highways Contribution"	the sum of £XX.X (amount to be determined) to be paid by the Owner to the Council for the carrying out of works to the public highway and associated measures in the vicinity of the Property and as are required due to the

	Development (“the Highways Works”)
“The Parties”	the Council and the Owner.
“The Parking Permit”	a permit issued by the Council to residents allowing the parking of a vehicle in a residents parking bay on the highway within the area of the Council but not including a disabled person’s “purple badge” issued pursuant to Section 21 Chronically Sick and Disabled Persons Act 1970.
“The Parking Space”	the parking space shown edged in green on the plan annexed hereto and otherwise known as ‘The Northern Parking Space’.
"The Planning Permission"	a planning permission granted for the Development by an Inspector appointed by the Secretary of State for Communities and Local Government.
“The Public Highway”	any carriageway footway and/or verge adjoining the Property maintainable at public expense
"The Property"	the land known as Flat 1 April House 45 Maresfield Gardens London the same as shown edged red on the plan annexed hereto.

3 NOW THIS DEED WITNESSETH as follows:-

- 3.1 This Unilateral Obligation is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and shall be enforceable by the Council against the Owner as provided herein and

against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.

- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Unilateral Obligation and shall not be taken into account in its construction of interpretation.
- 3.5 Save for the provisions of clauses 1, 2, 3,5, 6 and 7 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Unilateral Obligation shall become binding upon the Owner upon the grant of The Planning Permission PROVIDED THAT the obligations contained in this Unilateral Obligation are conditional upon a specific finding that they are necessary and should become effective by the Inspector appointed to determine the Enforcement Notice Appeal and recorded as such in the decision letter issued in final determination of the Appeal
- 3.6 The Parties save where the context states otherwise shall include their successors in title.

4 OBLIGATIONS OF THE OWNER

- 4.1 The Owner hereby covenants with the Council to observe and perform and cause to be observed and performed the following undertakings, covenants and restrictions:
 - (a) The Owner hereby covenants that the Parking Space shall not be occupied or used by any vehicle for so long as the Owner or occupiers are together in possession of three or more Parking Permits.
 - (b) On or prior to the date on which the Parking Space is first occupied by a vehicle following the grant of the Planning Permission to pay to the Council the Highways Contribution in full.
 - (c) Not to occupy or use or permit occupation or use of the Parking Space by

any vehicle until such time as the Council has received the Highways Contribution in full.

(d) Where the Certified Sum exceeds the Highways Contribution the Owner undertakes to pay the Residual Sum in full within 28 days.

(e) To pay on the execution hereof the Council's costs incurred in the preparation and settlement of this Undertaking.

5 NOTICE TO THE COUNCIL/OTHER MATTERS

5.1 The Owner shall give written notice to the Council on or prior to the date on which the Parking Space is first occupied following the grant of the Planning Permission

5.2 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Unilateral Obligation and further shall indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.

6 GENERAL

6.1 This Unilateral Obligation shall be registered as a Local Land Charge.

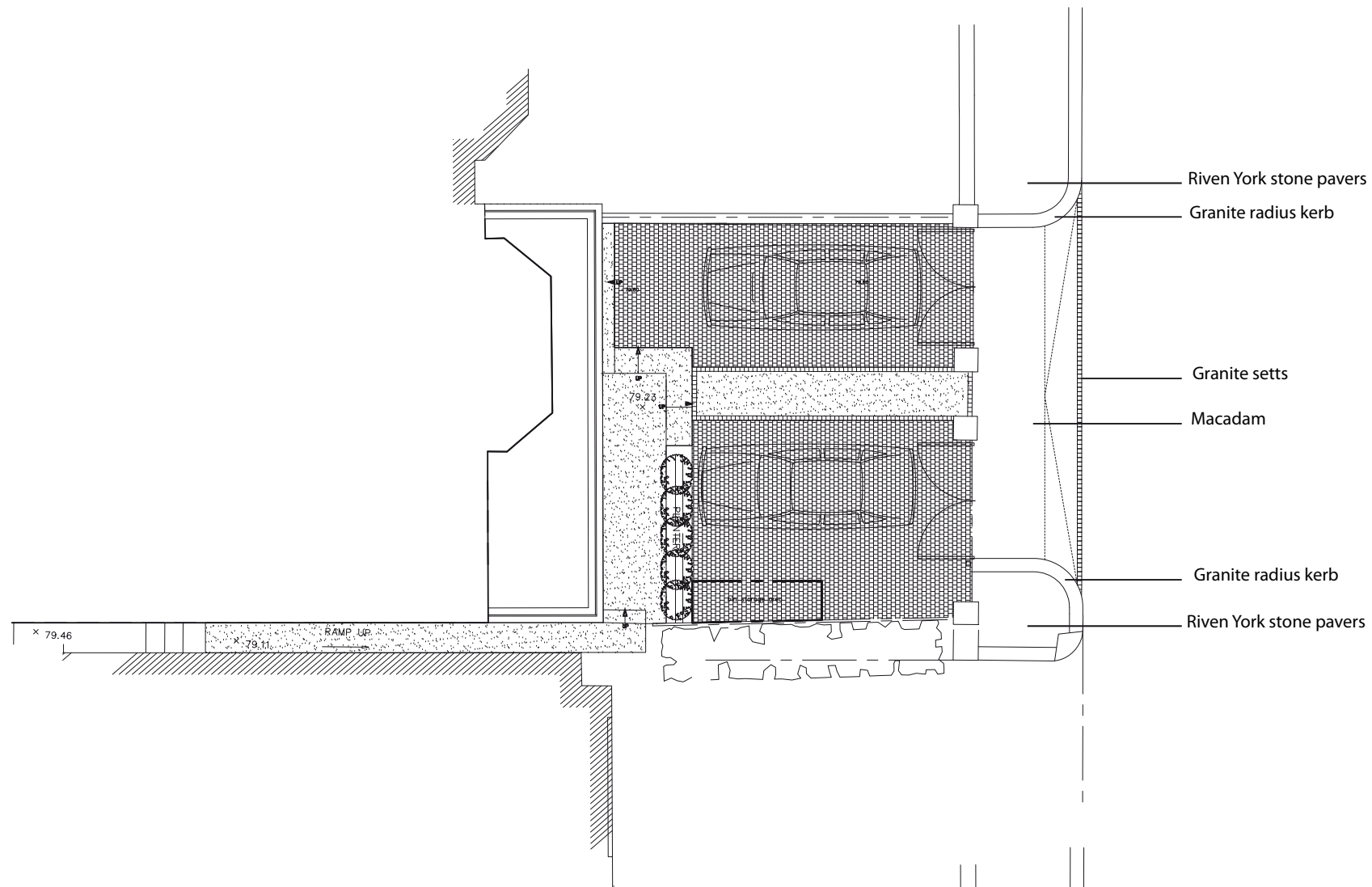
6.2 Neither the Owner the nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Unilateral Obligation in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.

6.3 For the avoidance of doubt the provisions of this Unilateral Obligation (other than those contained in this sub-clause) shall not have any effect until this Unilateral Obligation has been dated.

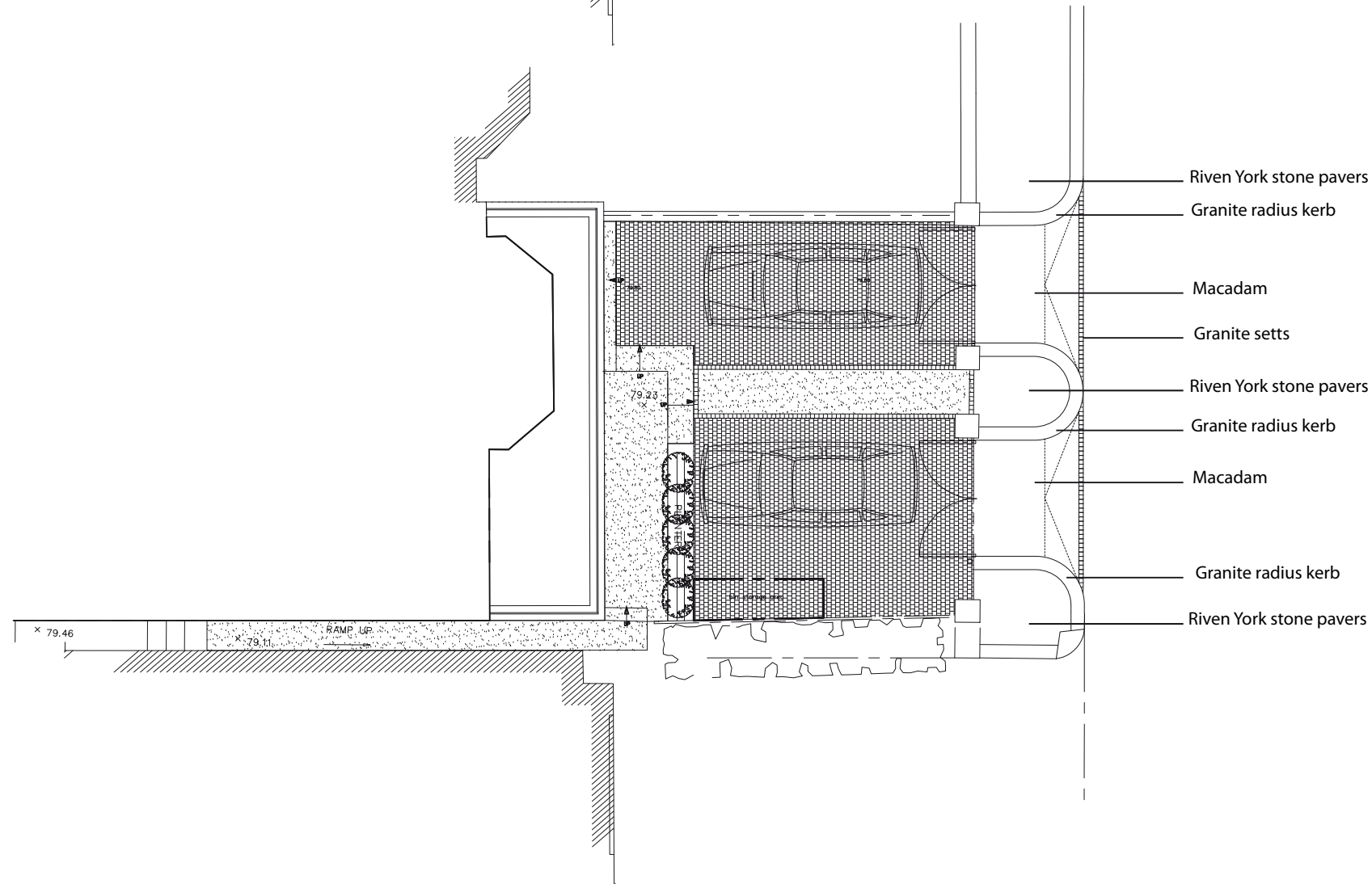
6.4 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development this Unilateral Obligation shall forthwith determine and cease to have effect.

Appendix G: Options for the treatment of the crossover

Option One



Option Two



Proposed Crossover Layout Options 45 Maresfield Gardens Enforcement Appeal

Appendix H: Photographs of historic and contemporary boundary treatments

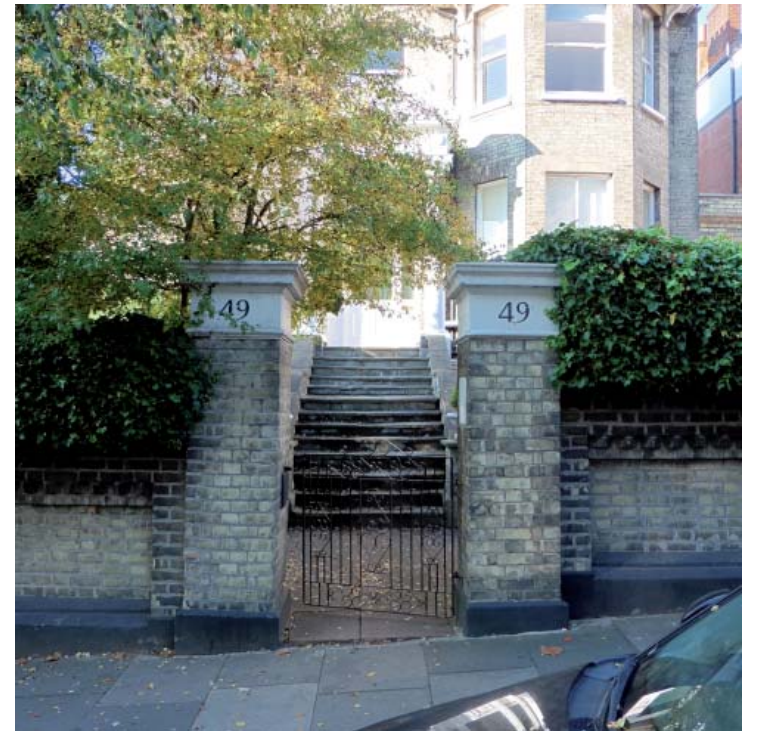
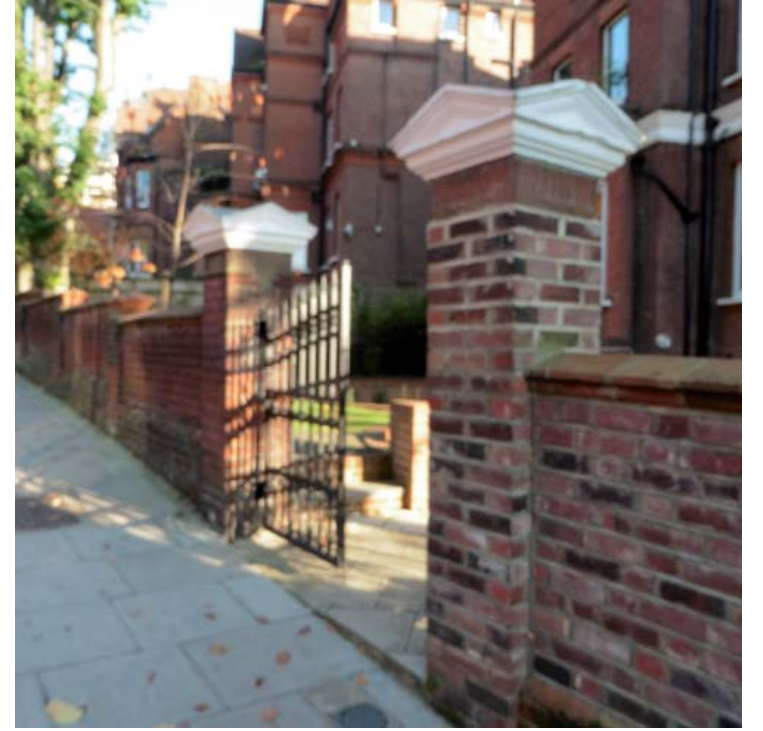


Photo Sheet 1
Historic Boundary Treatments
45 Maresfield Gardens Enforcement Appeal
October 2015