

35 Aberdeen Avenue, Cambridge, CB2 8LD
Roger Pollard MA, Dipl.Arch.UCL, RIBA



For the attention of Ms. Kate Philips
London Borough of Camden
Planning
218m Eversholt Street
London NW1 1BD.

Date 08/07/2016
Ref Planning Application No.2016/3252/P
No. 4 The Hexagon Fitzroy Park N6 6HR

Dear Ms. Philips.

I represent Mrs. Etta Pollard who lives at No. 5 The Hexagon. She has been resident there since the 70's

I have scrutinised the documents in the Application, made by the Architects Soup, and have the following initial comments to make.

1 The application is described as 'erection of a three bed roomed house.' The plans show 5 double bedrooms.(the existing house to be demolished has three bedrooms)

2 Soup Architects presented some plans in March this year to the Fitzroy Park Association and I wrote to them in response on the 31st. (copy enclosed). bringing to their notice that their proposals would, by not providing any car parking outside the designated 'paved area' shown on the site plan attached to HM Land Registry documentation , contravene its covenants dated 19th. May 1961

I had imagined that during the time spent between March and July SOUP would have amended their plans to provide parking outside the 'paved area': an area essential for deliveries, a tight turning circle for visitors, emergency vehicles etc. But this is not the case. The revised plans go a step further; In their drawing no.292_120_PL00 they have sectioned off

a major portion of the 'paved area' for their exclusive use. Plan No. 292_110_PL00 shows it in detail.

No. 4 will have 5 double bedrooms, or 4 extra persons than in its current state. When originally built it had three. It had then and now a garage. Nos. 4,5 have both a garage and a parking space outside the 'paved area' No.3 has two parking places outside the 'paved area' Whereas the far larger proposed no.4 will have none. They show 2 cars on the 'paved area' presumably claiming them for the exclusive use for No. 4. And if planning permission is granted, it will presumably give some sort of credence of this anticipated but erroneous 'right'.

Although it may not be Camden's policy to encourage off street parking, there is no house in Fitzroy Park without its own provision. Fitzroy Park is a private road and the Hexagon is without public transport. Any infirm or elderly resident, and Mrs Pollard is both terminally ill with cancer and has two severe strokes, needs a car.

This proposed arrangement will lead to No 4 having to bully visitors to nos. 5&6 off of the 'paved area' to park their two cars. It is a dangerous proposal as much to inconvenience of No as to nos. 3,5,6

No. 4 has sufficiently large plot to provide, like nos. 3,5,6 at least 2 car spaces outside the 'paved area' and until it does, I on behalf of Mrs Pollard will energetically oppose the Application.

Sincerely
Roger Pollard

CC Mrs Pollard

Copies enclosed.

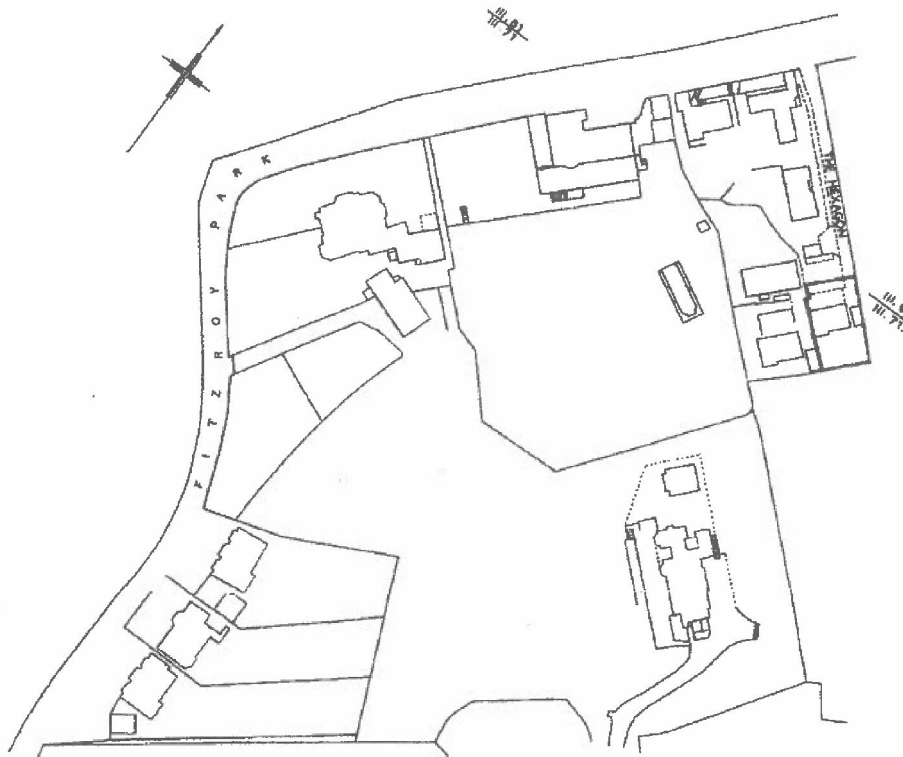
Land Registry Documentation dated 19th. May 1961
Letter to Soup Architects 31st. March
Plan No..292_120_PL00
Plan No. 292_110_PL00

LONDON

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SECTION . C (Extract from)

Scale 1/1056



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Filed Plan of Title No. **LN210137.**

This OFFICE COPY shows the state of the title plan on 3 November 2000 and is admissible in evidence to the same extent as the original. This office copy of the title plan may be subject to minor distortions in scale.
Issued on 5 November 2000 by the Harrow District Land Registry.
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The most recent date entered below is the latest one on which this charge certificate was made to agree with the register.

Page 2

DATED 19th May 1915

ENTRY
NUMBER

1.

MARDI LIMITED

- to -

J. R. ROWLEY Esq.

2.

T R A N S F E R

- of -

5 Hillside, Fitzroy Park, Highgate
London, N.6.

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T.D. JONES & CO.,
80 Fleet Street,
London, E.C.4.

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the post office or
or contrary entry on the register.

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GENERAL INFORMATION (continued)

I hereby certify this to be a true copy of the original Transfer P. Jones P.D. stamp

Stamps: 235

H.M. LAND REGISTRY

LAND REGISTRATION ACTS 1925 and 1936

TRANSFER OF PART

COUNTY OR COUNTY BOROUGH: LONDON
TITLE NO: 142947 **LN210137**
PROPERTY: 5, "Hillside", Fitzroy Park
DATE: 19th of May, 1961.

1. IN consideration of ELEVEN THOUSAND SEVEN HUNDRED AND FIFTY POUNDS (£11,750. 0. 0.) the receipt whereof is hereby acknowledged WE HARDY LIMITED of 11 Stanhope Gate London W.1. (hereinafter called "the Transferor") as Beneficial Owners hereby transfer to JOHN RICHARD ROWLEY of 2 Streatley Place Hampstead London N.W.3. Journalist (hereinafter called "the Transferee") the land described in the First Schedule hereto being part of the land comprised in the title above mentioned subject to the restrictive covenants set out in the Second Schedule hereto.

2. THE Transferor hereby covenants with the Transferee for the benefit of the land hereby transferred and with the intent (so far as the law allows) to bind the remainder of the land and premises now or originally comprised in Title Number 142947 of which the land hereby transferred forms part into whosoever hands the same may come but not so as to render the Transferor liable in damages for any breach of covenant after the Transferor shall have parted with all interest in the land in respect of which

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a breach shall occur that the Transferor and the persons deriving title under the Transferor will observe and perform the restrictions and stipulations in connection with such remaining land similar in all respects so far as the same may be applicable to those imposed on the Transferee and set out in the Second Schedule hereto

3. THE Transferee covenants with the Transferor but so that the Transferee shall not be personally liable in damages in respect of any breach of this covenant after parting with all interest in the land in respect of which a breach shall occur to observe and perform the restrictive covenants set out in the Second Schedule hereto.

4. THE Transferee further covenants with the Transferor as follows:-

(a) To pay jointly with all others entitled to use the same one-sixth of all sums expended in repairing renewing replacing and maintaining the drains water-courses and other rights in the nature of easements serving or benefiting the land hereby transferred in common with the other properties built or to be built on the land shown on the plan annexed hereto described as "Site Plan" and forming part or formerly forming part of the land registered under Title Number 142947.

(b) To maintain the boundaries belonging to the Transferee once the same have been erected by the Transferor on the land hereby transferred.

(c) To pay jointly with all others entitled to use the same one-fifth of all sums expended in repairing renewing replacing and maintaining the said access road and paved area referred to in the First Schedule and shown on the said Plan

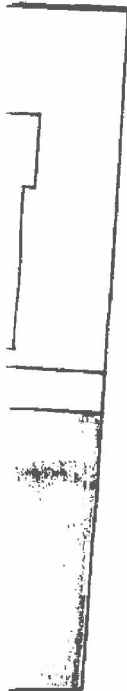
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GENERAL INFORMATION (continued)

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(d) To pay to the Metropolitan Water Board all water rates in respect of the land hereby transferred and any building thereon or on part thereof

5. IT IS HEREBY DECLARED that where the land hereby transferred joins or abuts on other land included or formerly included in the above title the boundaries between the said land hereby transferred and such other land are party boundaries.

FIRST SCHEDULE

PARTICULARS OF LAND TRANSFERRED

ALL THAT freehold piece or parcel of land TOGETHER WITH the messuage or dwellinghouse and garage erected thereon or on part thereof and known or intended to be known as 5 The Hexagon, Fitzroy Park, Highgate which is for identification purposes only shown on that part of the plan annexed hereto and numbered 14C which is described as "Site Plan" and coloured grey and grey hatched grey all edged with grey thereon TOGETHER WITH the right with or without workmen and appliances to enter upon the adjoining land shown on such part of Plan 14C for all necessary purposes connected with the carrying out of repairs or renovations to the property hereby transferred or the said land or anything therein thereon thereover or thereunder making good all damage thereby occasioned to the said adjoining land or any building thereon AND TOGETHER with a right of way jointly with all others entitled to use the same with or without motor vehicles over the access road and the paved area shown on the said Site Plan AND TOGETHER ALSO with the right for the transferee to use maintain renew repair and replace all drains watercourses and other rights in the nature of easements now or usually enjoyed for the purpose of the land hereby transferred through or from in or under any other parts of the land

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now or formerly included in Title Number 142947 and marked on the said site plan 14C AND TOGETHER ALSO WITH a right for the transferee to light and air in respect of the buildings hereby transferred over the buildings built or to be built by the transferor on the said land shown on the said site plan 14C and now or formerly included in Title Number 142947 once the said buildings shall have been built by the transferor but not further or otherwise AND TOGETHER ALSO with the benefit of the matters referred to in Clause 2 of the above written transfer EXCEPT AND RESERVING unto the owners or occupiers for the time being of those portions of the land shown on the said Site Plan as adjoin the land hereby transferred a like right to enter upon the land hereby transferred for all necessary purposes connected with the carrying out of repairs or renovations to the said properties or the said land or anything therein thereon thereover or thereunder making good all damage thereby occasioned to the land hereby transferred or any building thereon AND EXCEPTING AND RESERVING ALSO in favour of the other parts of the land now or formerly included in Title Number 142947 and shown on the said Site Plan 14C the right to use maintain renew repair and replace the drains watercourses and other rights in the nature of easements now or usually enjoyed for the purposes of such land through or from in or under the land hereby transferred AND EXCEPTING AND RESERVING ALSO in favour of adjoining ^{any} ~~easement~~ a right to light and air from the buildings erected on the land hereby transferred in favour of the buildings built or to be built on the adjoining land shown on the said Site Plan 14C once the same have been built by the

4.

GENERAL INFORMATION (continued)

Transferor but not further or otherwise AND EXCEPTING
AND RESERVING ALSO a right for all persons entitled with
or without motor vehicles to use the access road and
paved area shown gray hatched grey on the said Site Plan
as is comprised in the above-written Transfer

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THE SECOND SCHEDULE

RESTRICTIVE COVENANTS

(a) Not without the previous written consent of the
Transferor which shall not be unreasonably withheld to
erect or maintain or cause or suffer to be erected or
maintained on the land hereby transferred or any part
thereof any building whether permanent or temporary of
whatsoever kind or nature other than one private dwelling-
house of a value of not less than ten thousand pounds
to be built in accordance with plans and specifications
previously approved by the Transferor and the competent
local and other authorities and to the reasonable
satisfaction of the Transferor's Architect.

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(b) Not to use any messuage or other building to be
erected upon the land hereby transferred or any part
thereof for any other purpose than that of a private
dwellinghouse in the occupation of one family only (but so
that the profession of a doctor or dentist may be carried
on therein)

in the time

(c) Not to do or suffer on the land hereby transferred or
any part thereof or in or upon any building to be erected
thereon anything which shall be or become a nuisance or
annoyance to the Transferor or its successors in title or
the persons or person for the time being owning or
occupying any of the land adjacent to or in the neighbour-
hood of the land hereby transferred whether the same forms
part of the Transferor's Fitzroy Park Estate or not

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(d) Not to do or suffer or omit to do or suffer on the

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land hereby transferred or any part thereof any deed
act or thing which shall or may spoil the view from
the gardens forming part of the land hereby transferred
or adjacent or neighbouring land whether forming part
of the transferor's Fitaroy Park Estate or not and with-
out prejudice to the generality of the foregoing and to
the generality of restrictive covenant (c) hereof not to
destroy or remove or suffer to be destroyed or removed
any trees on the land hereby transferred or part thereof
and not to alter or suffer to be altered the layout of
the gardens as planned by the Transferor on part of the
land hereby transferred

(e) The transferor shall be entitled to vary or waive
any of the covenants in this Schedule contained but not
in any way (except with the consent of the transferee
his successors in title or assigns) which may further
limit or restrict the use or occupation by the
transferee his successors in title or assigns of the
land and property hereby transferred.

SEAL.

(THE COMMON SEAL of MARDI
LIMITED was hereunto
affixed in the presence
of:-

H. Deco
Director.

D. Deco
Secretary.

SIGNED SEALED AND DELIVERED }
by the said JOHN RICHARD }
ROWLEY in the presence of:- }

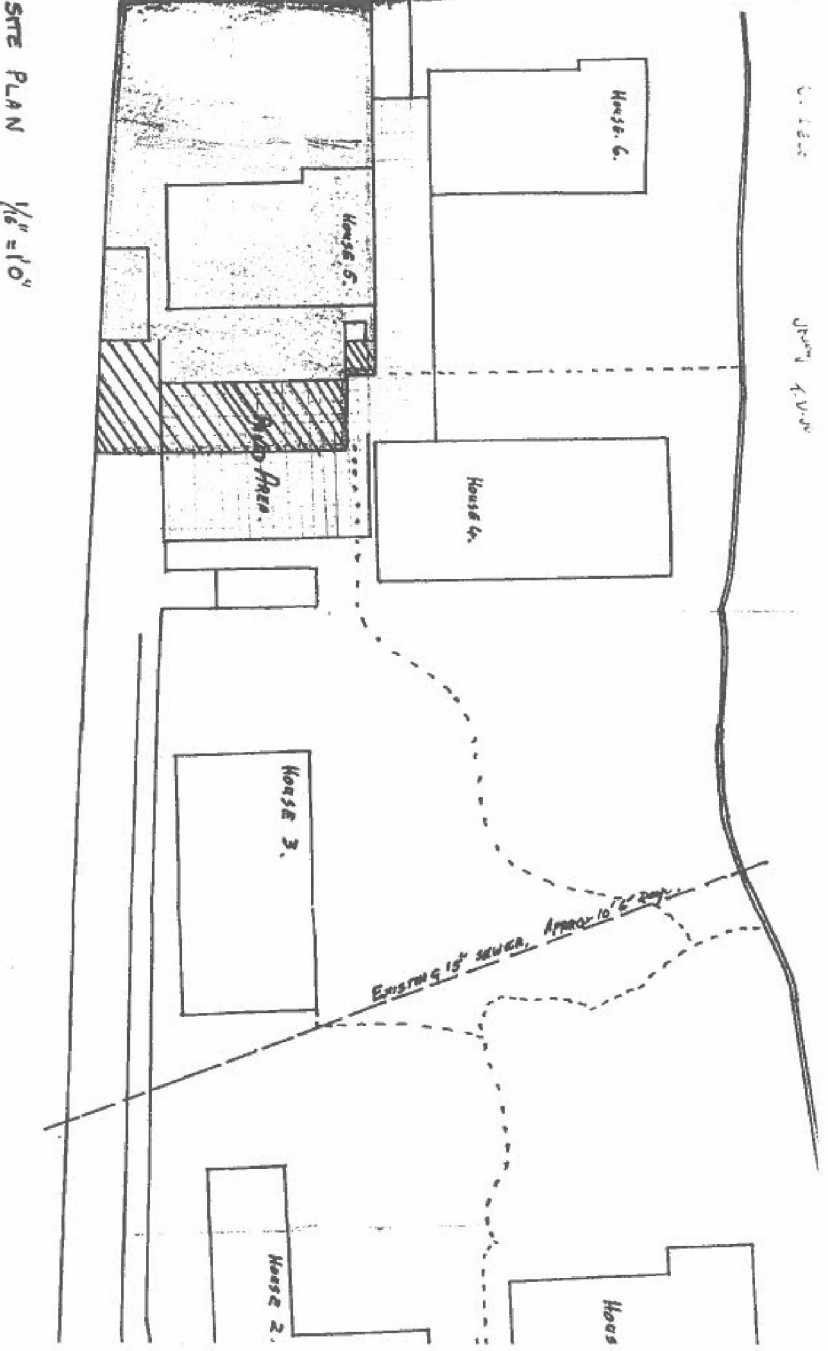
J. R. Rowley L.S.

J. T. Jones,
80 Fleet Street,
London E.C.4.
Solicitor.

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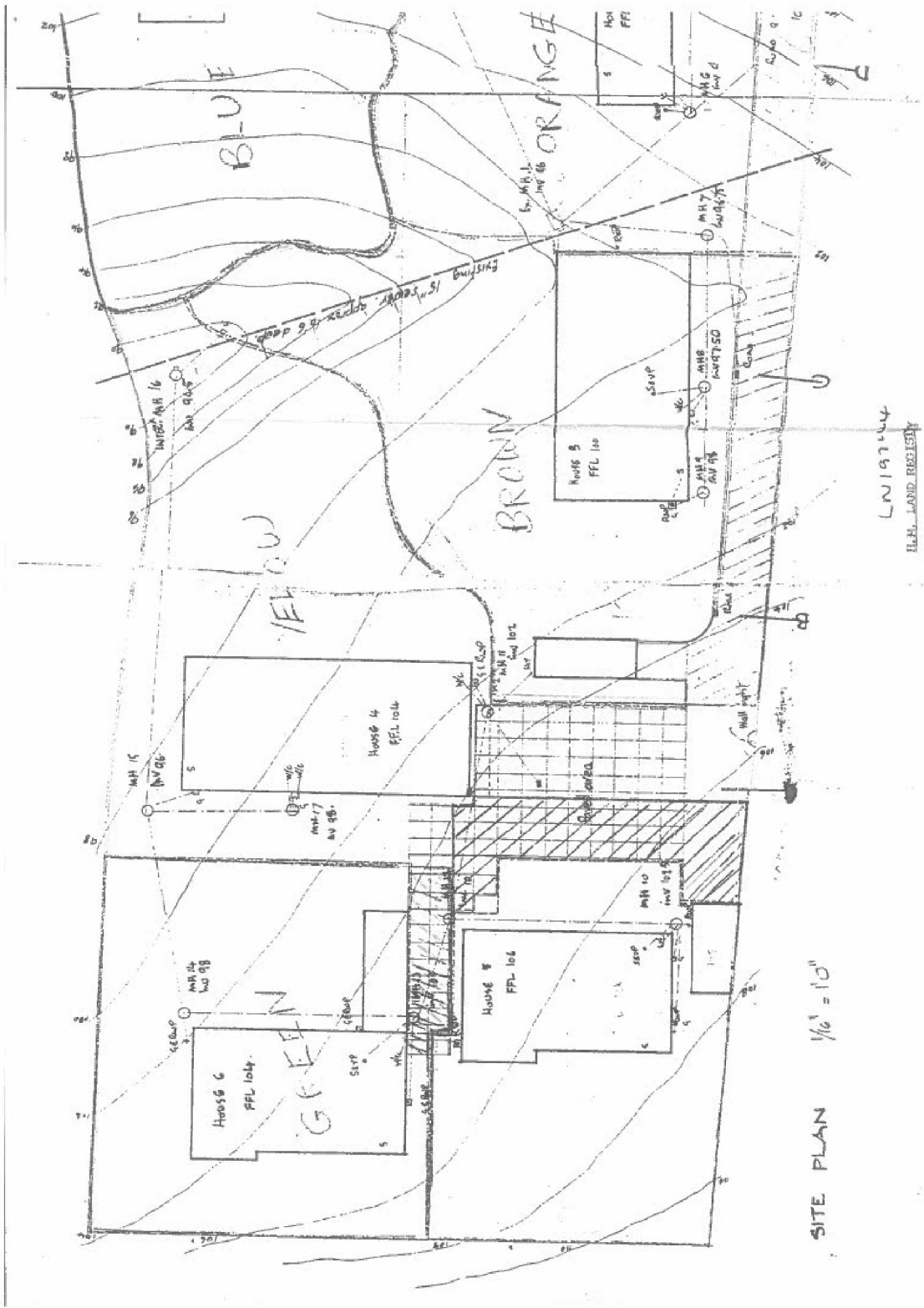
NOTE IN CONNECTION
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SITE PLAN 1/8" = 10'

LONG 100'

10'



SITE PLAN 1/8" = 10'

LN 19704
H.L. LAND REGENCY

35 Aberdeen Avenue, Cambridge, CB2 8LD
Roger Pollard MA, Dipl.Arch.UCL, RIBA

Jamie Le Gallez,
SOUP Architects,
198 Blackstock Road,
London, N51EN

Date 31st. March 2016

Dear Mr. Le Gallez

Ref Plans for the redevelopment of no 4 The Hexagon

I represent Mrs. Etta Pollard and have received copies of your plans for the redevelopment of the existing house that were distributed by you at the meeting that took place recently.

I know the site well and have copies of the Land Registry documents which are in principal common to all the houses in the Hexagon and in particular to Nos.3,4,5& 6. You obviously have not been given copies of these, although common sense would have told you that the shared driveway in from Fitzroy Park and the paved area between nos. 4,5,& 6, which is marked on the Registry Plan with squares, enjoys shared usage rights and in particular the paved area is for the use as visitor parking, deliveries etc. This is described as such in the copies of the Land Registry documents extracts of which I enclose.

Mrs. Pollard has been living at no. 5 for over 40 years and will confirm that the paved land has been in common use as a parking and car turnaround area for all the years of her residence.

Although you may not have been aware of this, you cannot be surprised that the flagrant proposal, offered by drawing no. 292_110_PL00 arouses antagonism. What has been a communal car zone is now to be taken over as parking for no. 4. No.6 will no longer be able to drive into its garage and the two cars shown on your drawing, presumably will have

to back up and back into nos. 5's parking space in order to drive out.
What about the lost visitor parking, and deliveries Etc.?

Another annoying issue is that, although Nos. 5&6 each have garages as well as parking places on their own land with no.3 having 2 parking on its land, No.4 which was built with a garage, which I am informed has been converted into a room, possibly without planning consent, has neither a garage nor a designated parking place. And No. 4 which had been built as a 3 bedroom house, you now propose to increase to at least 5 and take communal space exclusively for your client.

The plans therefore, in their present form, will be opposed. To be, in principle, acceptable, they must in no way affect or restrict the communal areas and will need to provide at least two car parking spaces on its own private land.

Yours sincerely

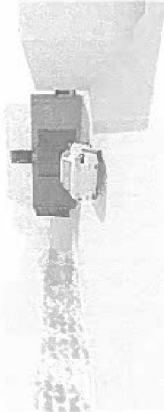
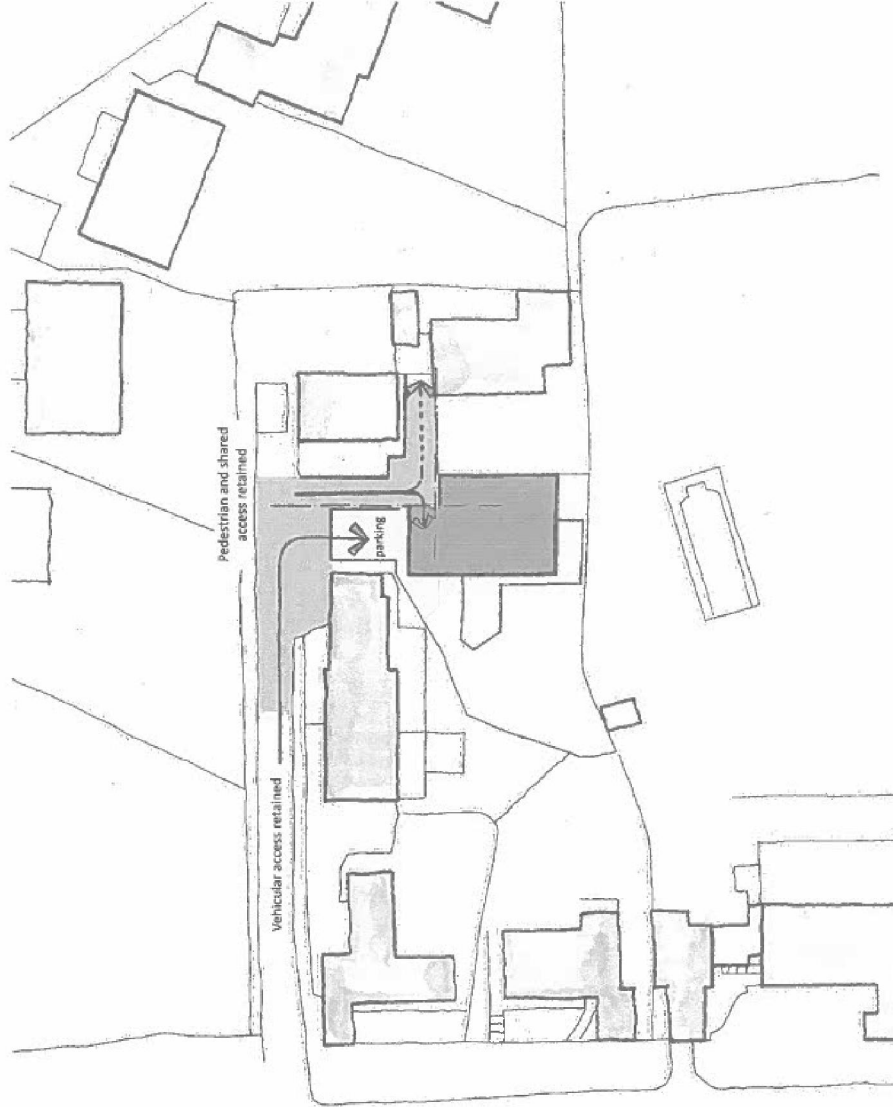
Roger Pollard

Copies to
Etta Pollard

Terry Jones
Kathy Edwards
Charles Winston
Bernard Carnell

PROPOSED SITE / CONTEXT ANALYSIS AND DESIGN STATEMENT

292_065_P100



View from entrance driveway

Improving the public realm

The existing site and building are served by a single point of entry from the Northern side of the site. The proposed scheme looks to retain this threshold point and incorporate this into the new design.

The existing external parking area, adjoining low level walls and planting are in a current state of dis-repair. Our proposals look to address this situation by incorporating a new high quality material finish to the parking and surrounding external elements through a close dialogue with the adjoining owners and a conscientious and sensitive approach to the design.

The existing double parking bay will be retained along with the existing pedestrian and shared access to no.6.



View of existing from entrance driveway adjacent to no.3

SOUP

LONDON - GURNEY
The Studio, 368 Blackstock Road, London, W5 1SN
T 020 7354 1729 E studio@soupstudio.com

NO.4 THE HEXAGON, LONDON, N6 6HR

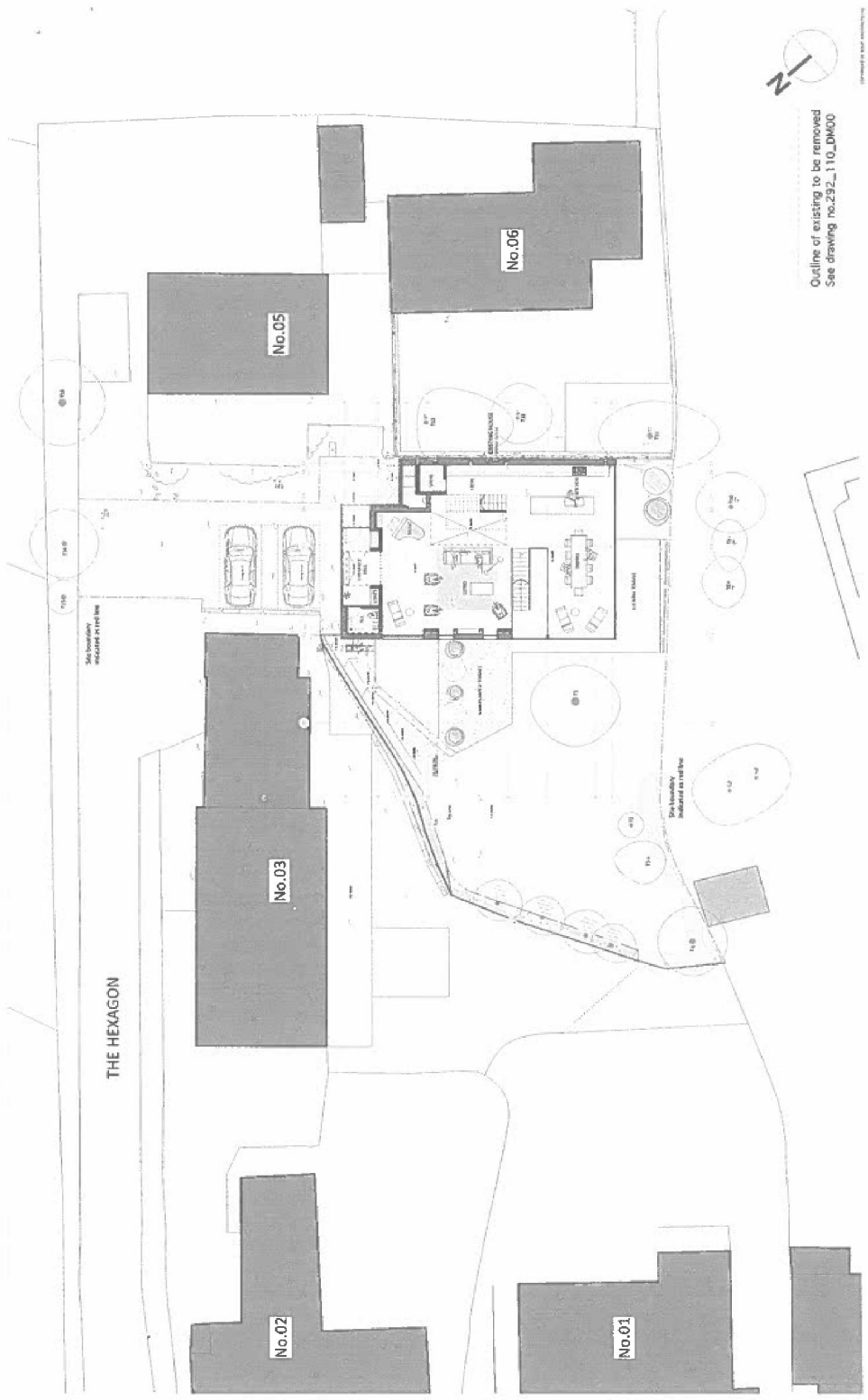
PLANNING APPLICATION

MAY 2016

PROPOSED GROUND FLOOR PLAN

SCALE 1:200 @ A3

292_110_PL00



Outline of existing to be removed
See drawing no.292_110_DM00

DATE: 14/05/2016