

Silverdale
Vale of Health
Hampstead
London NW3 1AN

20/05/2017

Development Management
Camden Town Hall
Judd Street
London WC1H 9JE

Dear Sir/Madam

Application number: 2017/2529/P
Application type: Approval of Details

I am writing in connection with the above planning application. We are the owners of Silverdale, Vale of Health, which is one of the adjacent properties.

We note that the application involves the relocation of some trees and planting of new trees that would obstruct our view of the Vale of Health Pond.

We have a legally binding covenant that specifically prohibits such actions (copy of covenant attached).

We would therefore request that you reject this application in its current form on the grounds that it cannot be executed as it is contrary to the terms of the aforementioned covenant which we intend to vigorously enforce.

We look forward to hearing from you.

Yours sincerely

Sue and Steven Charkin



HM Land Registry

TITLE NUMBER : 405986

Edition date : 9 January 1998

Entry No.	A. PROPERTY REGISTER <small>containing the description of the registered land and the estate comprised in the Title</small>
	CAMDEN
1.	(15 May 1931) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Silverdale, Vale of Heath.

Entry No.	B. PROPRIETORSHIP REGISTER <small>stating nature of the Title, name, address and description of the proprietor of the land and any entries affecting the right of disposing thereof</small>
	TITLE ABSOLUTE
1.	(27 March 1990) Proprietor: STEVEN MARK CHARKIN and SUSAN MADELEINE BING both of Silverdale, Vale of Heath, Camden, Hampstead, London, NW3.

Entry No.	C. CHARGES REGISTER <small>containing charges, incumbrances etc. adversely affecting the land and registered dealings therewith</small>
1.	<p>By a Conveyance dated 10 December 1879 made between (1) John Gillespie (Vendor) (2) Christopher James Stevens (3) Richard Shawe and (4) William Gittens (Purchaser) the land tinted purple pink and yellow on the filed plan was conveyed subject as follows:-</p> <p>The following is a copy of an Abstract of such covenant which has been filed:-</p> <p>The Purchaser thereby covenanted that no buildings should be erected or used on any part of the said hereditaments except a private dwellinghouse or private dwellinghouses and offices and outbuildings belonging to the same respectively or stables or other buildings to be used in connection with such private dwellinghouses And that no erection higher than 8 feet should without the written consent of the Vendor be erected on any part of the said hereditaments at a greater distance from the frontage than the dotted line shown on the said plan and drawn between the two points marked A and B respectively.</p> <p>NOTE:-Similarly marked A and B on the Filed Plan.</p>
2.	<p>The land has the benefit of the following Vendor's covenant but is subject to the Purchasers covenant contained in a Conveyance of the land in this title) dated 15 October 1924 made between (1) Thomas John Wootton and Andrew Sinclair Buchanan (2) William Thomas Gittens (Vendor) and (3) Thompson Hillis and Constance Hillis (Purchasers):-</p> <p>"The Vendor for himself his heirs and assigns hereby covenants with the Purchasers their executors administrators and assigns to the intent that</p>

Continued on the next page



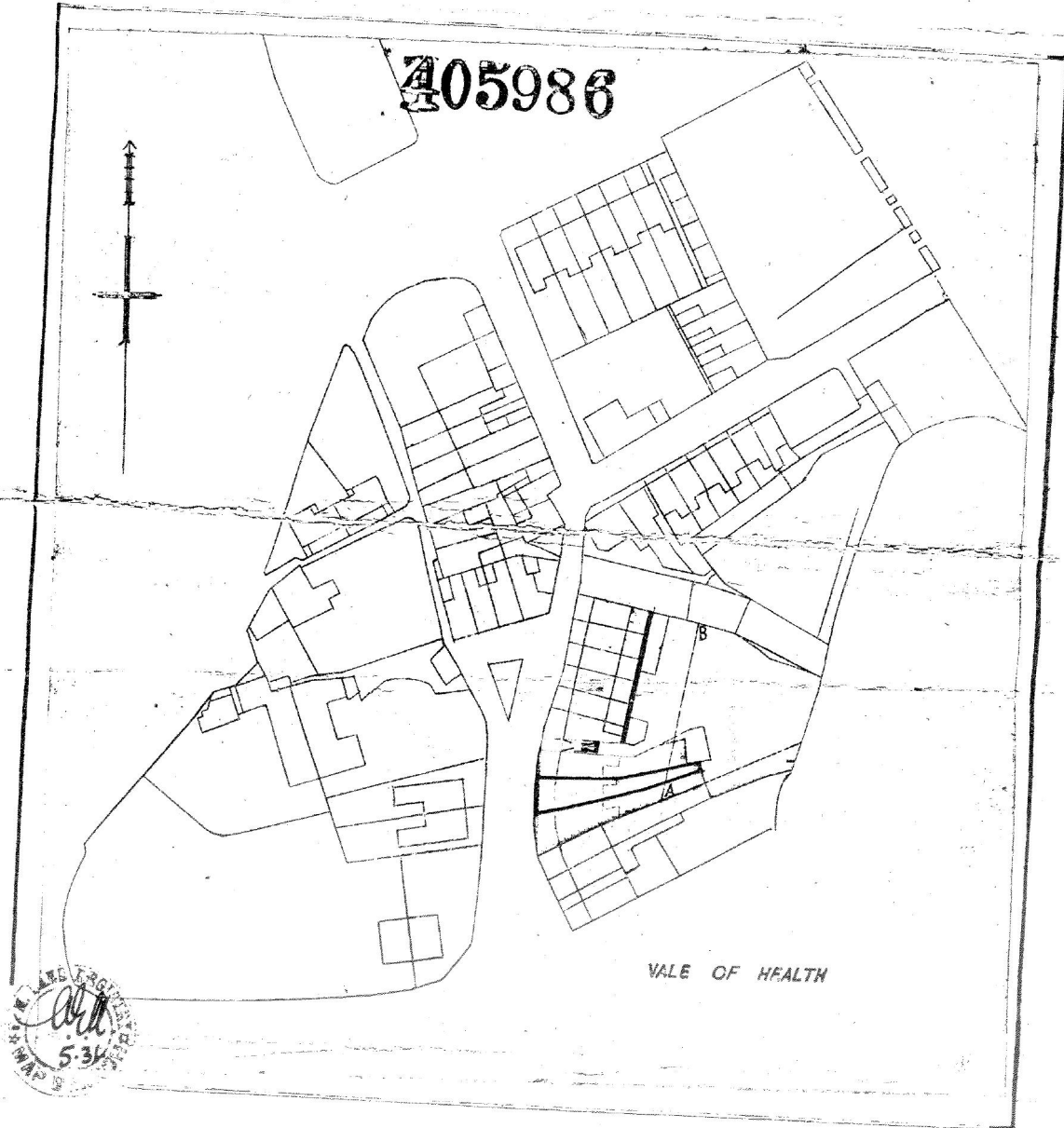
Entry No.	C. CHARGES REGISTER (continued)
	<p>the burden of this covenant shall run with the hereditaments hereby conveyed for the benefit of the owner or occupier for the time being thereof that the Vendor and the persons deriving title under him will henceforth at all times hereafter observe and perform all and singular the restrictions and stipulations following, namely:-</p> <ol style="list-style-type: none"> 1. Not at any time to erect or suffer to be erected any building or structure of any kind whatsoever whether the same shall be attached to the Freehold or not upon the land coloured green upon the said plan to these presents or any part thereof which would in any way interfere with the free and uninterrupted view as it now (or at any period of the year) exists over the said land and the pond known as the Hampstead Pond to the country beyond from the rear of the premises hereby agreed to be sold. 2. Not to erect or suffer to be erected any fence or hedge upon the said land or any part thereof which would in any way interfere with the view aforesaid and in particular to leave the water's edge unfenced and open as at present Provided that a close boarded fence reaching from the ground to a uniform height with the existing fence indicated on the said plan by the letter T may be erected and maintained along the line indicated by the colour red and along a line not further South at any spot than the dotted red line on the said plan. 3. Save as expressly provided by the last preceding clause hereof not at any time to erect or place or suffer to be erected or placed anything whatsoever upon the said land or any part thereof or to plant or suffer to be planted any trees, bushes or shrubs thereon which might obstruct or any way interfere with the aforesaid view. <p>And the Purchasers for themselves their heirs and assigns hereby covenant with the Vendor that the Purchasers and the persons deriving title under them will not at any time erect or suffer to be erected any building or structure of any kind whatsoever upon the premises hereby conveyed or any part thereof which would in any way interfere with the free and uninterrupted view as it is now (or at any period of the year) exists over the said land and the pond known as Hampstead Pond to the country beyond from the rear of the adjacent premises now the property of the Vendor."</p> <p>NOTE 1:-The land coloured green is tinted yellow and blue on the Filed Plan.</p> <p>NOTE 2:-The South eastern boundary of the land tinted blue on the filed Plan was so marked T.</p>

**** END OF REGISTER ****

NOTE A: A date at the beginning of an entry is the date on which the entry was made in the Register.

NOTE B: This certificate was officially examined with the register on 9 January 1998.

705986



VALE OF HEALTH



ance Survey Sheet:—

11. 89,

71 19552/892 5,000 1/81 H & Bp Gp 112