

Date: 25th February 2020
Ref: KRL.LI312
Your ref:

Nadine Majaro and Roger Pilgrim
55 Redington Road
Hampstead, London
NW3 7RP

Dear Sir and Madam,

Planning Application Relating to the Land at 18A Frognal Gardens, Hampstead, London NW3 6XA

We act for Mr. Jack and Mrs Judith Fox of 18B Frognal Gardens, Hampstead, London, NW3 6XA in relation to your planning application relating to the Land at 18A Frognal Gardens under Title No. NGL9457 ("the Property") and planning application reference 2019/5348/P ("the Application").

You will already be aware that there is significant opposition to the Application from a large number of local-residents and interested parties.

We have undertaken a preliminary review of the Application and while initial objections have already been submitted on behalf of our clients, we confirm; 1. They object to the Application in the most robust terms; and 2. Their rights are reserved in full, including the right to respond further and to lodge additional objections to the Application as well as to issue proceedings (including for the remedy of an injunction) if necessary to prevent the Application proceeding.

In the interim, the purpose of this letter is to explain the grounds upon which our clients object, to put you on notice of their rights and the formal action that shall be taken, if necessary, to protect their position.

Enclosures

With this letter we enclose the following:

1. Official Copy Entries for the Property;
2. Official Copy Entries for Title No. NGL9532;
3. Transfer of Part dated 24th November 1965 for Title No. NGL9532; and
4. Objection letter dated 3rd December 2019.

The Application

In summary, the Application seeks approval for the demolition of an existing three storey building at the Property to be replaced with a four-storey single, four-bedroom family dwelling including a basement excavation. The Application is wholly inappropriate and cannot be lawfully granted. Our clients vehemently oppose it on the grounds set out in this letter.

Summary of the Charges Register for the Property

We attach a copy of the register for ease of reference although you will be familiar with the content, that must be taken account of when the Application is determined.

The charges register contains particulars of restrictive covenants and other matters affecting the Title. Of note there are restrictive covenants referred to and contained in the following documents:

1. A Conveyance dated 25th July 1893. The relevant detail of the restrictions within the Conveyance affecting the land and Property are set out in entry 1 of the Schedule of restrictive covenants. It includes confirmation that no property can be erected on the land at the Property outside of the stated dimensions.

2. A Deed dated 26th April 1965 in respect of which details of the restrictive covenants affecting the land at the Property are set out in entry 2 of the Schedule of restrictive covenants. The restrictions include that:

- (i) No building shall be erected on the brown and blue land (marked on the plan) other than one pair of semi-detached dwelling houses only which shall not be erected anywhere other than the land hatched black on the said plan and which said houses shall not be used for any other purposes than as private dwelling houses.
- (ii) Not to construct the front elevation of each house otherwise than in brickwork - preferably red brickwork.
- (iii) Not to permit the west flank wall of said houses to be less than Nine feet from the eastern boundary of the green land.
- (iv) The building costs of each house exclusive of the cost of the land of professional fees shall not be less than Twelve thousand five hundred pounds.
- (v) The front elevation of each house shall not differ in architectural appearance and materials.
- (vi) Not to expose any clothes or other things for washing and drying upon the land.
- (vii) Not to keep any pigs, fowls or poultry upon the said land.
- (viii) No building to be erected upon the land hatched black on the said plan to be of a greater height than forty-eight measured from the road level at the central line of south front to the top of the ridge of the roof and no main walls to be of a greater height than thirty feet measured from the road level at the central line of south front.

At the very least your current Application and proposed development of the Property is outside of the permitted dimensions such that it breaches the restrictive covenants as varied by the Deed under (v) and (viii) of entry 2.

Adjoining land and property at 18B Frognal Gardens, Title No. NGL9532

The land and property directly and most affected by your proposal in the Application is that owned by Mr and Mrs Fox. The entries in the register to Title No. NGL9532 refer to the transfer of the land by a Transfer dated 24th November 1965. A copy is attached.

It appears from our preliminary review of your Application that you (or those advising you) would have undertaken a comprehensive investigation of all relevant matters. On that basis we assume that you are aware of the Transfer and its effect? Please confirm if that assumption is correct.

Importantly, the Transfer indicates that the purchaser, Mrs Sutherland-Hayes (who purchased the land from Baroness Gaitskell), in turn covenanted with Mr and Mrs Fox for the benefit of our clients' land:

(i) not to erect more than one private dwelling house on the land edged green on the attached plan (which is 18A); and

(ii) not to erect such dwelling house save as semi-detached with a dwelling house to be erected on the land hereby transferred and only in accordance with the plans approved by the clients' architect so far as they relate to the ground plan elevation (including the facing materials) such consent not to be unreasonably withheld.

It is unequivocal that the covenant burdens the Property and proposed development site for the benefit of our client's land at 18B.

We note, for complete transparency, upon examination of the register, that the covenant is not accurately reflected. Notwithstanding the discrepancy on the title register, the actual terms of the covenant are not open to challenge and are unambiguous.

If necessary, i.e. if there was any purported challenge by you to the terms and effect of the covenant as set out in the Transfer, we shall apply for amendment of the title register to ensure that the true position as stated under the Transfer is reflected. Should an application be required at this stage we expect it to be dealt with on an uncontested basis by consent if necessary.

In any event, the covenant applies and the burden of the restriction on the land edged green was intended to and does pass to successors in title to Mrs Sutherland-Hayes. For the avoidance of any doubt, our clients rely upon the covenant.

In summary, the covenant is plain in its terms and enforceable against you. On that basis alone the Application cannot be lawfully approved.

We therefore put you on notice that we are instructed to take all necessary steps to protect our client's position and property. That will include an application for an injunction to prevent the development proceeding, if you continue without taking their rights, the effect of the said covenant and the relevant restrictions into account.

Objection to Application Lodged on 3rd December 2019

We refer to the objection letter already lodged with Camden Council on behalf of our clients' behalf by Kaz Ryzner Associates. A copy is attached.

The objections set out in that letter are not repeated by us now. However, we reiterate that the Application does not satisfy the policies of the Local Plan in an established conservation area for the reasons stated and it should be refused on that basis alone.

The Local Plan related objections are significant.

In addition, you will note that the Application is wholly inconsistent with the HCA and HNP guidance as referred to in the objection letter.

Furthermore, the impact on our clients adjoining dwelling is significant.

The imposing additional height of the proposed building would inevitably seriously impact upon the natural light allowed into our clients' garden. Apart from the loss of light as a direct consequence of the wholly inappropriate increase in height there will be a serious loss of privacy given the placement of the upper rear windows.

Summary

In opposing the Application our clients rely upon the objections already lodged on their behalf. They also rely upon the restrictive covenants referred to in the Deed dated 26th April 1965. Moreover, our clients rely upon the benefit of the covenants referred to in the Transfer dated 24th November 1965.

The covenants govern and restrict the scope of permitted development at the Property. Any breach of the covenants would be unlawful.

In the unlikely event that the Application is mistakenly granted planning permission, the decision would be subject to appeal on the grounds and for the reasons set out herein.

Ultimately, any decision would be capable of challenge by Judicial Review and if necessary, an application for an injunction would prevent development from going ahead in order to protect our clients' position.

Each of the above actions would incur significant time and cost that would effectively be wasted. It is for that reason we are putting you on notice now of the effect of the covenants referred to, the benefit of which our clients rely upon, the restrictions and other objections. The Application as it stands will breach those covenants and the restrictions, is unlawful and must be refused.

If we are forced to take action to protect our clients' position, then we are instructed to do so and shall refer this correspondence to the Court on the issue of costs when seeking an order against you.

Our strong preference and that of our clients would be to avoid having to take formal action and we hope for that purpose you will take a pragmatic approach by withdrawing the Application. It cannot proceed or be lawfully approved as it stands.

Yours faithfully

St. John Legal

Cc. 18A Frogna Gardens, Hampstead, London NW3 6XA

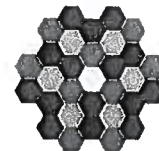
Cc. Ben Farrant, Development Management Team, Camden Council, Camden Town Hall, Judd Street, London, WC1H 9JE

Cc. The Legal Department, Camden Council, Camden Town Hall, Judd Street, London, WC1H 9JE

St. John

The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.



Official copy of register of title

Title number NGL9457

Edition date 20.03.2003

- This official copy shows the entries on the register of title on 26 NOV 2019 at 10:27:05.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 26 Nov 2019.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Croydon Office.

A: Property Register

This register describes the land and estate comprised in the title.

CAMDEN

- 1 (29.12.1938) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 18A Froggnal Gardens, Hampstead, (NW3 6XA).
- 2 A new filed plan based on the latest edition of the Ordnance Survey has been substituted for the original plan.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (20.09.1996) Proprietor: ROGER GRANVILLE PILGRIM and NADINE BEATRICE MAJARO of 18A Froggnal Gardens, Hampstead, London NW3 6XA.
- 2 (20.09.1996) RESTRICTION: No disposition by a sole proprietor of the land (not being a trust corporation) under which capital money arises is to be registered except under an order of the registrar or of the Court.

C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 A Conveyance of the land tinted brown and blue on the filed plan and other land dated 25 July 1893 made between (1) James Neale and (2) Walter Besant contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 By a Deed dated 26 April 1965 made between (1) Alice Mary Pitt and Arthur Robert Oldcorn Slater and (2) Anna Dora Baroness Gaitskell the covenants contained in the Conveyance dated 25 July 1893 referred to above were expressed to be released. The said Deed also contains restrictive covenants affecting the land tinted brown and blue on the filed plan. Details of the terms of the release and the said covenants

C: Charges Register continued

are set out in the schedule of restrictive covenants hereto.

- 3 (30.04.1992) The land tinted yellow on the filed plan is subject to rights of way and to all other rights and easements subsisting over and along the same.
- 4 A Transfer of the land in this title dated 24 November 1965 made between (1) Anna Dora Baroness Gaitskell and (2) Elizabeth Mary Sutherland Hawes contains restrictive covenants.

NOTE: Copy in Certificate.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 25 July 1893 referred to in the Charges Register:-

"Walter Besant doth hereby for himself his heirs and assigns to the intent and so that the covenants hereinafter contained shall be binding on the said piece or parcel of land hereby assured into whosoever hands the same may come but not so as to make the said Walter Besant his heirs or assigns respectively personally liable in damages or otherwise for any breach thereof after he or they respectively has or have parted with the said piece or parcel of land hereby assured COVENANT with the said James Neale his heirs and assigns that he the said Walter Besant will within two months from the date of these presents subject to the approval of the said James Neale or his Surveyor erect and for ever maintain on the south the west and the east sides of the said piece of land proper oak pale boundary fences not more than five feet six inches in height AND FURTHER than no building other than a detached house or villa of not less value than Two thousand pounds for private residence with greenhouses in connection therewith shall be erected on the said piece of land and no such house shall be erected except within the area coloured blue on the said plan nor shall such house or greenhouse or other erection be erected within a less distance than Twenty two feet from the boundary lines on the east or south sides of the said piece of land or than Five feet from the boundary line on the west side thereof nor shall any such building be of a greater height than Forty eight feet measured from the road level at centre line of south front to the top of the ridge of the roof and no main walls shall be of a greater height than Thirty feet measured from the road level at centre line of South front and any such greenhouse shall be of a span roof construction and shall not be of a greater height than six feet to the plate and Twelve feet to the top of the ridge And further that no such building shall be of a style or character inconsistent with the other buildings in Frognal Gardens aforesaid and all materials to be used in the said buildings shall be of their best respective kinds and that no stucco shall be employed externally and no ballast bricks tiles or pottery work or earth or other soil shall on any pretence whatever be made or burnt on the said piece of land AND FURTHER that every building to be erected on the said piece of land shall be used as a private dwellinghouse only or as the offices thereof and under no pretence shall the said premises or any building to be erected thereon be used for any business or profession (except that of a Doctor or Surgeon and in such case there shall be no show of business beyond a suitable name plate at the entrance) or for any School or Seminary or for a Hospital or Nursing Institution or Convalescent Home or for the purposes of any Society established for any charitable or other object or for a Boarding House or for the letting of lodgings or for any purpose which may be a nuisance or annoyance to the said James Neale or the neighbouring Owners or Occupiers nor shall any clothes or other things be exposed on the said premises for the purpose of washing or drying nor shall any pigs fowls or poultry be kept on the said premises AND FURTHER that he the said Walter Besant will according to the extent of the frontage to Frognal Gardens contribute rateably to the expense of maintaining and repairing the roads and footways thereof and the sewers under the same until they are taken to by the Local Authority to be executed in respect thereof the amount of such contribution shall be fairly and rateably apportioned by the said James Neale or his Surveyor and that such contributory sums shall be paid by the said Walter Besant to the said James Neale on demand and if not paid within fourteen days after demand made they shall from the expiration of the said fourteen

Schedule of restrictive covenants continued

days carry interest at Five per cent per annum until payment AND FURTHER that the said James Neale and his Surveyor may at all reasonable times enter upon the said premises or any part thereof to view and survey the works to be executed and the materials used and in course of user thereon and may require the said Walter Besant to take down and remove all work done improperly or with unsound ill seasoned defective or unsuitable materials and to require proper and satisfactory work and materials to be substituted and the said Walter Besant will forthwith comply with such requisition.

NOTE:-The part of the area coloured blue falling within this title is tinted blue on the filed plan.

- 2 The following are details of the terms of the release and the covenants contained in the Deed dated 26 April 1965 referred to in the Charges Register.

"NOW THIS DEED WITNESSETH as follows:-

1. IN consideration of the sum of Five pounds now paid to Mrs Pitt and Mr Slater by Baroness Gaitskell (the receipt whereof is hereby acknowledged) and of the covenants on the part of Baroness Gaitskell hereinafter contained Mrs Pitt and Mr Slater so as to bind themselves and their successors in title to the green land hereby release the brown and blue land from the said restrictive covenants.
2. IN further consideration of such release of the said restrictive covenants Baroness Gaitskell hereby covenants with Mrs Pitt and Mr Slater and their successors in title for the benefit of the green land that she Baroness Gaitskell and her successors in title to the blue and brown land will henceforth observe and perform the restrictive covenants set out in the Schedule hereto to the intent that the same may be binding on the blue and brown land into whosoever hands the same may come but not to make the said Baroness Gaitskell or any successor in title personally liable in damages or otherwise for any breach thereof after she or they respectively has or have parted with the blue and brown land or the part thereof in respect of which the breach has been committed.
3. Baroness Gaitskell for the consideration aforesaid further covenants for herself or her successors in title with Mrs Pitt and Mr Slater and their successors in title and the owners or owner for the time being of the green land for ever to maintain a good and sufficient fence on the western boundary of the brown land not more than Five feet six inches high.

IN WITNESS whereof the parties hereto have set their hands and seals the day and year first above written

THE SCHEDULE above referred to

1. No building shall be erected on the brown and blue land other than one pair of semi-detached dwellinghouses only which shall not be erected elsewhere than on the land hatched black on the said plan and which said houses shall not be used for any other purposes than as private dwellinghouses.
2. Not to construct the front elevation of each house otherwise than in brickwork - preferably red brickwork.
3. Not to permit the West flank wall of the said houses to be less than Nine feet from the eastern boundary of the green land.
4. The building cost of each house exclusive of the cost of the land of professional fees shall be not less than Twelve thousand five hundred pounds.
5. The front elevation of each house shall not differ in architectural appearance and materials.
6. Not to expose any clothes or other things for washing and drying

Title number NGL9457

Schedule of restrictive covenants continued

upon the said land.

7. Not to keep pigs fowls or poultry upon the said land.

8. No building to be erected upon the land hatched black on the said plan to be of a greater height than Forty-eight feet measured from the road level at centre line of south front to the top of the ridge of the roof and no main walls to be of a greater height than thirty feet measured from the road level at centre line of south front."

NOTE 1:-The parts of the brown and blue land referred to falling within this title are tinted brown and blue on the filed plan.

NOTE 2:-The green land referred to lies to the west of the land in this title.

NOTE 3:-The part of the land hatched black referred to falling within this title is edged blue on the filed plan.

End of register

These are the notes referred to on the following official copy

The electronic official copy of the title plan follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

This official copy is issued on 26 November 2019 shows the state of this title plan on 26 November 2019 at 10:27:05. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002).

This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

This title is dealt with by the HM Land Registry, Croydon Office .

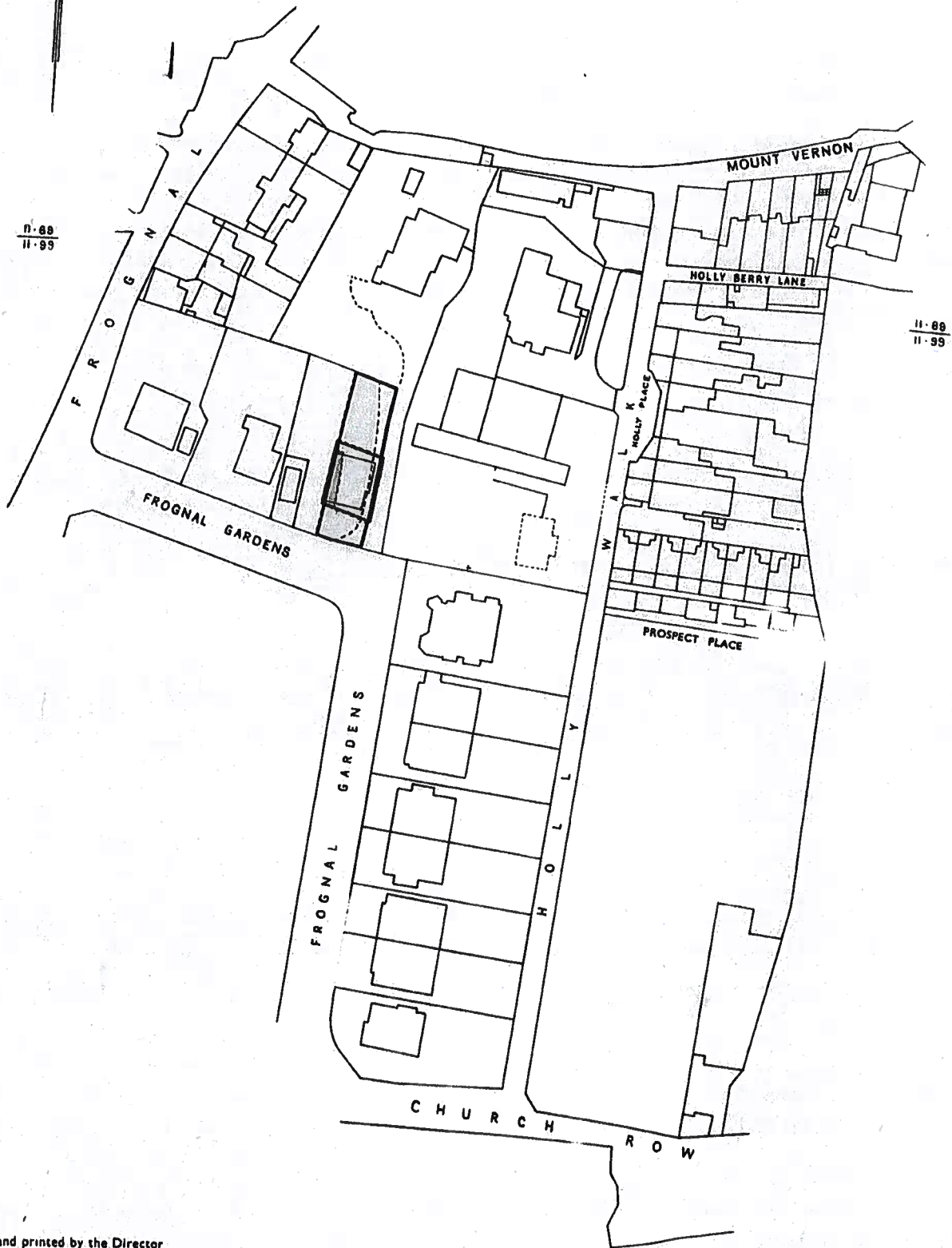
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H. M. LAND REGISTRY GENERAL MAP

LONDON SHEET 11 · 99 SECTION C (Extract No. 2)
GREATER LONDON

Scale $\frac{1}{1056}$

BOROUGH OF CAMDEN



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Filed Plan of Title No. **NGL 9457**

The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.



Official copy of register of title

Title number NGL9532

Edition date 10.04.1992

- This official copy shows the entries on the register of title on 26 NOV 2019 at 10:27:43.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 26 Nov 2019.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
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A: Property Register

This register describes the land and estate comprised in the title.

CAMDEN

- 1 (29.12.1938) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 18B Frognal Gardens, Hampstead.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (01.12.1965) Proprietor(s): JACK CYRIL FOX, Dental Surgeon, and JUDITH FOX, his wife, both of 40 Courtland Drive, Chigwell, Essex.

C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 A Conveyance of the land in this title and other land dated 25 July 1893 made between (1) James Neale and (2) Walter Besant contains covenants

By a Deed dated 26 April 1965 made between (1) Alice Mary Pitt and Arthur Robert Oldcorn Slater and (2) Anna Dora Baroness Gaitskell the said covenants were expressed to be released. The Deed also contains covenants affecting the land in this title and other land

Details of the covenants and of the terms of release are set out in the schedule of restrictive covenants hereto.
- 2 A Transfer of the land in this title dated 24 November 1965 made between (1) Anna Dora Baroness Gaitskell and (2) Jack Cyril Fox and Judith Fox contains restrictive covenants.

NOTE: Copy in Certificate.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 25 July 1893 referred to in the Charges Register:-

"Walter Besant doth hereby for himself his heirs and assigns to the intent and so that the covenants hereinafter contained shall be binding on the said piece or parcel of land hereby assured into whosoever hands the same may come but not so as to make the said Walter Besant his heirs or assigns respectively personally liable in damages or otherwise for any breach thereof after he or they respectively has or have parted with the said piece or parcel of land hereby assured COVENANT with the said James Neale his heirs and assigns that he the said Walter Besant will within two months from the date of these presents subject to the approval of the said James Neale or his Surveyor erect and for ever maintain on the south the west and the east sides of the said piece of land proper oak pale boundary fences nor more than five feet six inches in height AND FURTHER than no building other than a detached house or villa of not less value than Two thousand pounds for private residence with greenhouses in connection therewith shall be erected on the said piece of land and no such house shall be erected except within the area coloured blue on the said plan nor shall such house or greenhouse or other erection be erected within a less distance than Twenty two feet from the boundary lines on the east or south sides of the said piece of land or than Five feet from the boundary line on the west side thereof nor shall any such building be of a greater height than Forty eight feet measured from the road level at centre line of south front to the top of the ridge of the roof and no main walls shall be of a greater height than Thirty feet measured from the road level at centre line of South front and any such greenhouse shall be of a span roof construction and shall not be of a greater height than six feet to the plate and Twelve feet to the top of the ridge And further that no such building shall be of a style or character inconsistent with the other buildings in Frogmal Gardens aforesaid and all materials to be used in the said buildings shall be of their best respective kinds and that no stucco shall be employed externally and no ballast bricks tiles or pottery work or earth or other soil shall on any pretence whatever be made or burnt on the said piece of land AND FURTHER that every building to be erected on the said piece of land shall be used as a private dwellinghouse only or the offices thereof and under no pretence shall the said premises or any building to be erected thereon be used for any business or profession (except that of a Doctor or Surgeon and in such case there shall be no show of business beyond a suitable name plate at the entrance) or for any School or Seminary or for a Hospital or Nursing Institution or Convalescent Home or for the purposes of any Society established for any charitable or other object or for a Boarding House or for the letting of lodgings or for any purpose which may be a nuisance or annoyance to the said James Neale or the neighbouring Owners or Occupiers nor shall any clothes or other things be exposed on the said premises for the purpose of washing or drying nor shall any pigs fowls or poultry be kept on the said premises AND FURTHER that he the said Walter Besant will according to the extent of the frontage to Frogmal Gardens contribute rateably to the expense of maintaining and repairing the roads and footways thereof and the sewers under the same until they are taken to by the Local Authority to be executed in respect thereof the amount of such contribution shall be fairly and rateably apportioned by the said James Neale or his Surveyor and that such contributory sums shall be paid by the said Walter Besant to the said James Neale on demand and if not paid within fourteen days after demand made they shall from the expiration of the said fourteen days carry interest at Five per cent per annum until payment AND FURTHER that the said James Neale and his Surveyor may at all reasonable times enter upon the said premises or any part thereof to view and survey the works to be executed and the materials used and in course of user thereon and may require the said Walter Besant to take down and remove all work done improperly or with unsound ill seasoned defective or unsuitable materials and to require proper and satisfactory work and materials to be substituted and the said Walter Besant will forthwith comply with such requisition.

NOTE:-The area coloured blue is tinted blue on the filed plan so far as it falls in this title.

- 2 The following are details of the terms of the release and the covenants contained in the Deed dated 26 April 1965 referred to in the Charges

Schedule of restrictive covenants continued

Register.

"NOW THIS DEED WITNESSETH as follows:-

1. IN consideration of the sum of Five pounds now paid to Mrs Pitt and Mr Slater by Baroness Gaitskell (the receipt whereof is hereby acknowledged) and of the covenants on the part of Baroness Gaitskell hereinafter contained Mrs Pitt and Mr Slater so as to bind themselves and their successors in title to the green land hereby release the brown and blue land from the said restrictive covenants.
2. IN further consideration of such release of the said restrictive covenants Baroness Gaitskell hereby covenants with Mrs Pitt and Mr Slater and their successors in title for the benefit of the green land that she Baroness Gaitskell and her successors in title to the blue and brown land will henceforth observe and perform the restrictive covenants set out in the Schedule hereto to the intent that the same may be binding on the blue and brown land into whosoever hands the same may come but not to make the said Baroness Gaitskell or any successor in title personally liable in damages or otherwise for any breach thereof after she or they respectively has or have parted with the blue and brown land or the part thereof in respect of which the breach has been committed.
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8. No building to be erected upon the land hatched black on the said plan to be of a greater height than Forty-eight feet measured from the road level at centre line of south front to the top of the ridge of the roof and no main walls to be of a greater height than thirty feet measured from the road level at centre line of south front."

NOTE:-The parts of the brown and blue land referred to falling within this title are tinted brown and blue on the filed plan.

NOTE 2:-The green land referred to lies to the west of the land in this title.

Title number NGL9532

Schedule of restrictive covenants continued

NOTE 3:-The part of the land hatched black referred to falling within this title is edged blue on the filed plan.

End of register

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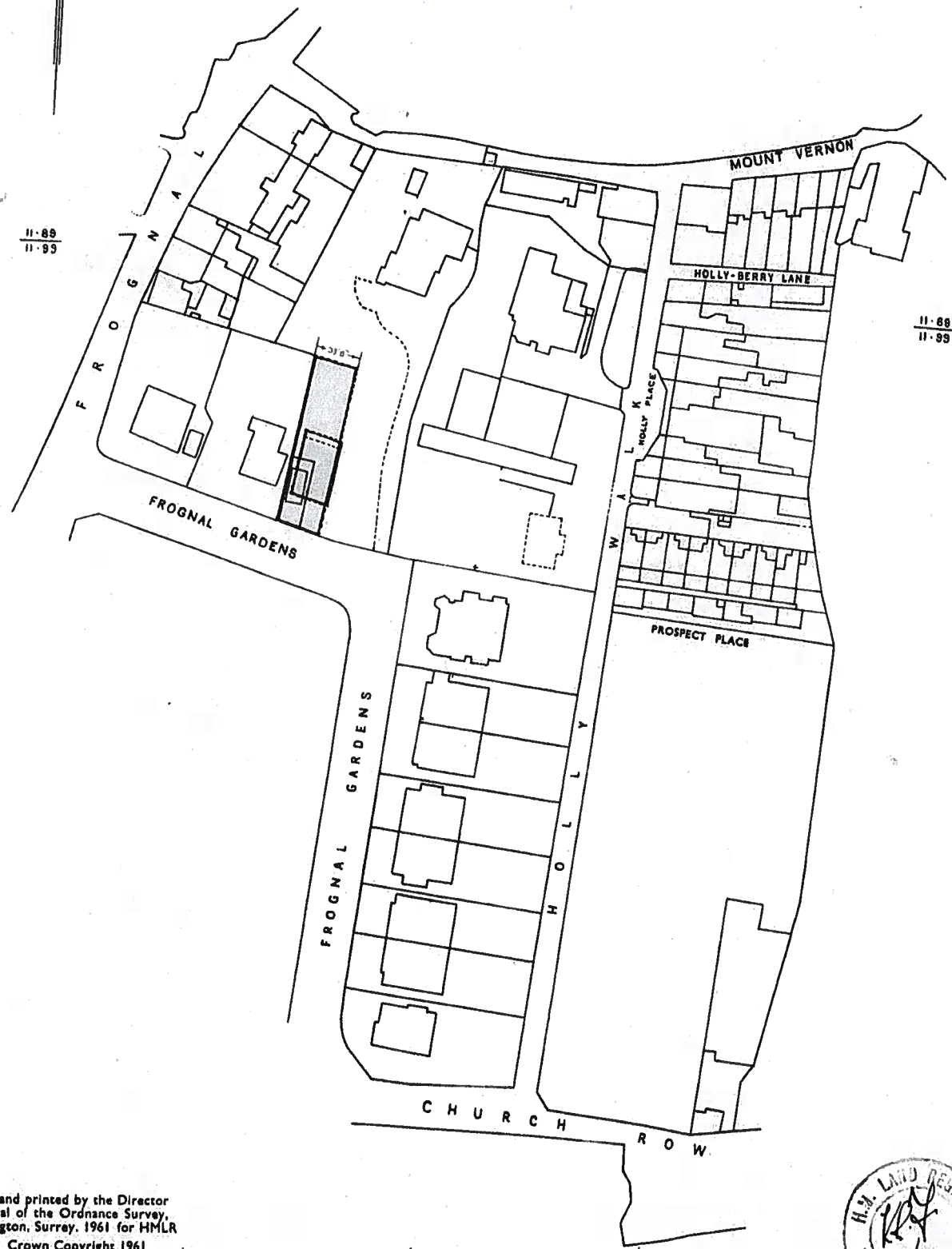
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H. M. LAND REGISTRY GENERAL MAP

LONDON SHEET 11 · 99 SECTION C
EXTRACT FROM
GREATER LONDON Scale $\frac{1}{1056}$



BOROUGH OF CAMDEN



Made and printed by the Director
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Chessington, Surrey. 1961 for HMLR
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Filed Plan of Title No. **NGL 9532**

These are the notes referred to on the following official copy

Title Number NGL9457

The electronic official copy of the document follows this message.

This copy may not be the same size as the original.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

to perform and observe the following:-

1. Not to erect more than one dwellinghouse on the land hereby transferred.
2. Not to use such dwellinghouse other than as a private residence in single occupation only.
3. To erect within six months from the date hereof and thereafter to maintain a 6 feet high close boarded fence with pillars at 8 foot intervals to the reasonable approval of the Transferor along the Northern and Eastern boundaries of the land hereby transferred.
4. Not to remove the tree on the rear boundary of the land hereby transferred unless the written consent of the Transferor is first obtained or unless the tree becomes dangerous or unsound.

The Transferee for the purpose of affording to the Transferor a full and sufficient indemnity but not further or otherwise hereby covenants with the Transferor that she the Transferee will at all times hereafter observe and perform the covenants and stipulations set out in the Charges Register of Title No. IN 35372 So far as the same relate to the land hereby transferred and are still subsisting and capable of being enforced and that she the Transferee will so far as aforesaid indemnify and keep indemnified the said Transferor from and against all actions claims and demands in respect of any future non-observance or non-performance thereof

BIND THE PLAN HEREIN

If space is not sufficient sheets may be used provided they are securely sewn hereto; the execution and attestation should in that case be added at the end.

If a certificate of value for the purposes of the Stamp Act, 1801, and amending Acts is not required, this paragraph should be deleted.

~~It is hereby certified that the transaction hereby effected does not form part of a larger transaction or series of transactions in respect of which the amount or value or aggregate amount or value of the consideration exceeds £~~

Signed, sealed and delivered by the said
ANNA DORA BARONESS GATTSKELL

Anna Dora Gattskell (Seal)

in the presence of

Name *John H. Harris*
Address *25 The Priory, London E.E.3*
Description *Foreign Office official*

PLEASE ALSO SIGN ILM

Signed, sealed and delivered by the said
ELIZABETH MARY SUTHERLAND
HAWES

Elizabeth Mary Sutherland Hawes (Seal)

in the presence of

Name *Charles Dumas*
Address *10 St James's St W.C.1*
Description *Solicitor*

Signed, sealed and delivered by the said

in the presence of

Name
Address
Description

N.B.—The transferees must execute this instrument in addition to the transferor.

(3)

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R. R. FILE

REMINDEES AS TO TRANSFERS OF PART

- Plan
1. The plan may be drawn to any convenient scale and should enable the plot transferred to be located on the Land Certificate plan. If the plan is not shown thereon as being fenced, figured dimensions must be given showing not only the size of the plot but also tying it to physical features shown on the Land Certificate plan. The plan should be bound within.
 2. Where the land being dealt with is clearly defined on the filed plan of the land or the General Map, a plan need not be supplied but definition made by reference to the filed plan or General Map as the case may be.
 3. Having regard to the provisions of No. 79 of the Land Registration Rules, 1925, the transfer plan must be signed by the Vendor and by or on behalf of the Purchaser. Where the Vendor is a company or corporation it can comply effectively with the Rule only by having the transfer plan impressed with its common seal and attested by its authorised officers.
 4. It greatly facilitates registration if the plan attached to the application for an official search in Form 94B is a copy of that intended to be used with the transfer.
 5. Vendors, in order to facilitate the registration of the purchasers of other plots, should urge purchasers:—
 - (a) to apply for official searches in Form 94B three or four days before completion and
 - (b) to register the transfer immediately after completion.

Copy of plan for official searches

When to search and when to register.

NOTE:—A certified copy of the transfer and plan should accompany the application to register the transfer

KAZ RYZNER ASSOCIATES

Chartered Town Planning Consultants

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Merrow, Guildford,
Surrey, GU1 2TJ.
Tel/Fax 01483 570982
kazryzner@aol.com

Mr Ben Farrant
Development Management
Camden Town Hall
Judd Street
London
WC1H 9JE.

3rd December 2019.

Dear Mr Farrant,

Re. : Planning Application Ref: 2019/5348/P.
18a Frogna! Gardens, Hampstead
London
NW3 6XA.

Further to our recent telephone conversation I can confirm that I am instructed by Mr and Mrs Fox, as owners and occupiers of the immediately adjoining property 18b Frogna! Gardens, to submit the following **OBJECTIONS** to the above planning application.

The planning application seeks detailed approval for the demolition of 18a Frogna! Gardens, an existing 3 storey property, with a replacement 4 bedroom, four storey single family dwelling with basement excavation, landscaping and associated works. The application is accompanied by a series of detailed plans together with a number of supporting documents of which I have now had an opportunity to complete a preliminary review. In undertaking your assessment of the proposals and establishing any recommendation I would be grateful if you would take into consideration the following objections.

As you are aware there are a number of planning policies that need to be reviewed in the assessment and determination of this planning application. The National Planning Policy Framework and the London Plan provide broad guidance in assessing all planning applications. Importantly, careful assessment also needs to be carried out on all planning applications to ensure compliance with the relevant adopted local plan and associated local planning guidance publications.

In relation to this planning application, of material consideration are the Camden Local Plan 2017 ("the Local Plan"), the Hampstead Conservation Area Statement ("the HCA") and the Camden Planning Guidance Design statement dated March 2019. Other relevant documents include your policy guidance on Basements dated March 2018 and the Hampstead Neighbourhood Plan 2018-2033 ("the HNP").

In relation to the Local Plan, of direct relevance is Policy D1 Design that lists matters of importance in determining any application and Policy D2 Heritage that includes direct reference and guidance on development in conservation areas. My clients' objections are primarily based on the unacceptable and unjustified impact of the

proposals on the Hampstead conservation area as well as the serious affect that the proposals will have on their amenities, and in particular, the loss of privacy and sunlight to their rear garden area. They also have serious concerns regarding the construction process of this replacement dwelling on their property and in particular the extent of potential damage to their property from the provision of a basement.

In terms of conservation matters, I note from the submitted documents that the applicant would appear to place considerable emphasis on the fact that both 18a and 18b Frognal Gardens are considered as "neutral buildings" in the HCA and that this would justify demolition of 18a. Such justification is not appropriate as the position on any such matter is clearly set out in paragraph H4 of the HCA which states;

"The Council will seek the retention of those buildings which are considered to make a positive contribution to the character and appearance of the Conservation Area, and will only grant consent for demolition where it can be shown that the buildings detract from the character of the area." (my emphasis).

Both 18a and 18b are not included in the list of buildings that "...detract from the character of the area" (Page 41 HCA) but are, as referred to above and in the applicant's reports, considered as "neutral". A "neutral" classification does not detract from the character of the area and therefore in itself does not justify demolition.

In relation to my clients' objection on design grounds it is accepted that judgements on matters of design can often be subjective. However, in this particular design it is not accepted that the replacement proposals are in keeping with this part of the conservation area. The existing pair of semi detached buildings are at this point in time essentially similar in height and design. The proposed height of the replacement building together with the design features are materially different from 18b and do not enhance but derogate from the existing character of this part of the conservation area. The incongruity of the proposals on both 18b and the street scene are clearly evident in the submitted proposed street elevations.

Under the circumstances, it is considered that the proposals do not satisfy the relevant requirements of both policies D1 and D2 of the Local Plan and should be refused.

In addition to the above, my clients have serious concerns regarding the potential impact of the additional height of the building that is proposed on their rear garden that provides them both with an important amenity. Whilst at this point in time the clients have not commissioned their own study on daylight and sunlight, it is considered that the additional height will materially reduce the existing level of sunlight in the garden.

Also of serious concern is the potential loss of privacy to their rear garden due to the increase in height of the building and the extensive curved window design on the rear upper elevations of the new building. Their privacy is currently protected by the existing boundary wall. However, the upper rear windows of the replacement dwelling are well above the level of the existing wall. The proposed new window design will impact my clients' privacy and use of their rear garden area

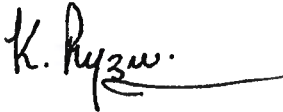
In addition to the above Local Plan related objections, I have been informed that there is considerable local opposition to the proposals from local neighbours that will be objecting on the basis that the proposals do not meet the requirements of the HNP.

I have reviewed the guidance in the HNP on matters of Design under Policy DH1 and issues relating to Conservation Areas under Policy DH2. I have also reviewed the documentation submitted with the planning application. Similar to the Local Plan, I do not believe that in terms of the detailed requirements set out in the HNP, there is sufficient justification for the demolition of the existing building and its replacement with a significantly taller building of a design which, at best, might be considered as "neutral" in terms of its contribution to the conservation area.

Finally, during our conversation I mentioned that it is my understanding that there are important covenants on both 18a and 18b restricting, amongst other matters, the form and scale of development permitted on both properties and the . Whilst it is accepted that these are not planning matters I can confirm that amongst the numerous covenants it is clear that the proposals do not meet either the stipulated requirements regarding height or the design of the front elevation or the use of materials on the front elevation other than brickwork "preferably red brickwork". I have been instructed to review and confirm the position regarding covenants with Counsel.

In light of the above considerations I would recommend that the application be refused. Not only do the proposals fail to satisfy the requirements for the demolition of a building in an established conservation area but the replacement building will not enhance the conservation area and will have unacceptable impact on the existing amenities enjoyed by adjoining dwelling.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'K. Ryzner', with a long horizontal flourish extending to the right.

Kaz Ryzner. MRTPI.
Chartered Town Planning Consultant.