

1. London Borough of Enfield
2. K. Moss
3. First Statement
4. Exhibits "KWM1" – "KWM4"
5. Dated this 6th day of March 2006

IN THE LANDS TRIBUNAL

CLAIM NO. LP/37/2004

BETWEEN:

THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF ENFIELD

Applicant

- and -

OBJECTORS TO MODIFICATION OF
BROOMFIELD PARK COVENANT

Objector

WITNESS STATEMENT OF KEITH WILLIAM MOSS MRICS

I, Keith William Moss, of the London Borough of Enfield, B Block South Civic Centre, Silver Street, Enfield, Middlesex, EN1 3XB believe that the facts of this Witness Statement are true and understand that it may be placed before the Lands Tribunal.

I WILL SAY AS FOLLOWS:

1. I am a Chartered Surveyor employed as the Asset Review Manager in the Corporate Asset Management Team of the Property Service (Finance and Corporate Resources Directorate) at the London Borough of Enfield ("the Council") and I am authorised to make this witness statement on the Council's behalf.
2. I am a Member of the Royal Institution of Chartered Surveyors (MRICS) qualifying in 1978. I have over 30 years of experience in Local Government as a surveyor spending

11 years at L.B. Haringey followed by 3 years at Epping Forest District Council as deputy to the Chief Valuer prior to joining L.B. Enfield in 1989 as a senior valuer.

3. My experience includes residential valuation, commercial management and redevelopment schemes as well as regeneration projects including support to voluntary sector organisations and accommodation matters. More recently my role is as a property portfolio review manager on behalf of corporate and service department clients.
4. I am the co-ordinator for the Council for working with the local community and other stakeholders for the restoration of Broomfield House. I am the lead officer in relation to the Council's present application for modification of the restrictive covenant which applies to Broomfield House (made under section 84 of the Law of Property Act 1925).
5. I make this witness statement in support of the Council's application to modify a restrictive covenant that applies to its freehold estate in Broomfield House and Park, Palmers Green, London N13. The Council's title is unregistered. The application land was conveyed to the Council's statutory predecessors in title, Southgate Urban District Council, by a Conveyance dated 25 March 1903. Details of the parties to that 1903 Conveyance are set out in paragraph 8 of the Council's application form dated the 9th June 2004. Appendix A to the Council's application form gives details of the restrictive covenant to which this application relates. Appendix B to the Council's application form sets out the Council's proposed modification of that restrictive covenant. The grounds upon which the Council proposes that modification are set out in detail in paragraphs 12.1 and 12.2 of its application form.

BACKGROUND

6. The freehold estate upon which the application is made relates to Broomfield House, a historic house which is situated within a 54 acre site acquired for public open space in 1903 and now used as a public park. Since 1984 Broomfield House has stood as a severely fire damaged shell incapable of any active beneficial use. It has not been occupied during that period. Indeed, there are many local residents who will not have

seen the House in beneficial use or occupation and many more who will have little or no memory of it other than in its present state.

7. The Council's objective is to bring Broomfield House back into active, beneficial use and occupation for the local community and local ratepayers. Moreover, in so doing, the Council seeks to achieve the restoration and secure the future of this valued historic building in the public interest, in a manner which is essentially consistent with the underlying purpose of the 1903 restrictive covenant, i.e. to safeguard Broomfield House as a municipal resource and amenity for the local community.
8. Broomfield House is a Grade II* listed building and the centrepiece of a scheduled Grade II park, which is also designated as Metropolitan Open Space and significant as an 18th century landscape. Broomfield House is significant nationally and locally and is on the "at risk" register maintained by English Heritage. Nearby are the original stables serving the main House, also listed and also on the "at risk" register, together with the stable yard. There are four modern terraced houses built by the Council circa 1960 as accommodation for employees of the Council's Parks Department but unused for that purpose since June 2005 when the park ranger service was disbanded. The dwellings are no longer required by the Council. Three of the four properties remain occupied by former park residents. Additionally the depot yard contains various other small buildings. A layout plan is shown at item 2 of the Core Documents bundle, at CD/SF2.
9. The Council's approved scheme for the restoration and future use of Broomfield House is founded upon the re-introduction of predominantly municipal and community based activities into the main House, supported by some commercial activities to be accommodated largely within a carefully designed annex building. Full planning permission and listed building consent have been granted for the required development and works of restoration. Further, the Council proposes that the surplus former staff accommodation in the depot yard be refurbished and disposed of as separate residential units, in order to contribute to the Broomfield House restoration budget.
10. The Stable Yard and the buildings within it, particularly the Stable Block, are also in a dilapidated and uninhabitable condition. The Council fully supports and has been

guided by the funding principles of English Heritage (EH) and the Heritage Lottery Fund (HLF) which require a Masterplan approach to bring all important elements of the historic group of buildings within the Park back into repair and sustainable condition and active beneficial use.

11. Core Documents as scheduled in Folder 2 describe the location of Broomfield House and other buildings to which I have referred, Broomfield Park, the historic significance of both the House and the Park, the current limitations on use of the House, the Council's proposals and relevant material relating to the assumptions supporting the viability of the approved restoration project.
12. I shall refer to these Core Documents in my statement. Other witnesses (Peter Riddington of Insalls and Graham Murdoch of Fibbens Fox) also make reference to these Core Documents.
13. I have been familiar with the Broomfield House since the end of 1999.

FOCUS OF THIS STATEMENT

14. I shall make clear that the limitations on use of Broomfield House set out in the 1903 restrictive covenant in its original form now prevent the viable and sustainable restoration and operation of the House. Careful consideration and appraisal of the opportunities available for the restoration and future active use of the House indicates that the plans must fulfil the following essential criteria:-
 - i) acceptable on both planning and conservation grounds,
 - ii) economically viable in the sense of offering a realistic prospect of being carried out and completed,
 - iii) likely to result in an amenity which is of real benefit to the local community,

The Council has concluded that its proposals must include:-

1) Some income generating activities involving private and commercial interests in respect of the use of the House and related buildings and

2) A change in the current status of the stable building and houses in the depot yard (currently restricted for municipal use only) to allow their use for private occupation or disposal

Both are necessary in order to generate the overall capital and revenue receipts required for the restoration of the House.

It is for this reason that the Council now applies to modify the 1903 restrictive covenant, in order to enable these two essential ingredients of its approved restoration scheme lawfully to be carried out.

15. Moreover, external funding sources for the capital support to restoration e.g. HLF, EH, the Big Lottery and such other charitable bodies or donors to be approached will require evidence of a robust self sustaining revenue solution to be demonstrated prior to releasing capital funds to the approved restoration project.
16. The first fire in 1984 revealed a pre-existing need for substantial repair works so that a shortfall was immediately identified between the fire insurance reinstatement settlement sum and the cost of the repair works.
17. Successive Labour and Conservative administrations of the Council have been unable to commit to the core capital funding needed for the restoration of the House for 20 years. Regular bids have been made over the years for funding. Competing budget priorities have not released funds. Cabinet on 9 February 2005 and Full Council on 23 February 2005 considered report No. 250 on the budget and medium term plan. Extract table CD/TF/4 shows that, in terms of capital spending priorities, Broomfield House was listed at project no 28 in a list of 33 of which only 15 were approved for funding totalling £ 17.386 M. Broomfield House was therefore one of 18 projects requiring £60M. Priorities for core funding include the continuing schools modernisation programme and street scene projects.

18. Similarly, in revenue terms, the Council has not found itself able to commit to providing permanent ongoing contributions or annual grant aid support to the House restoration. The Council's committed aim is for the facility to be self financing. Any Council revenue contribution will not be sufficient or long term enough in isolation to provide the guarantees that attract external capital funding to enable the restoration to proceed. It is for this reason that the income options needed from the modification of the covenant have been identified.
19. In economic terms, therefore, the importance of the present application is to firstly enable a capital contribution to be raised from a non-public area of Broomfield Park (the surplus accommodation in the depot yard) towards the House restoration. This will relieve the restoration project from having to compete for core funding support with other spending priorities of the Council and secondly create the circumstances for income generation to support the wider community and educational uses of the building. Thirdly the economic gain of creating a valuable community resource and improving the quality of the park space with a house restored is also key.
20. The Council's approved restoration scheme has been developed by a Task Force comprising community organisations and the Council (the Broomfield House Task Force). I will demonstrate that the Council's approved restoration scheme has a viable and sustainable future once the covenant modification issue has been resolved as this currently frustrates the launch of fundraising activity. As I have stated, the approved restoration scheme has planning permission (Ref LBE 03/0013) and listed building consent (Ref LBE 03/0025) - Core Documents CD/PLA 4 and CD/PLA 6.
21. I will demonstrate at annex KWM 4 that the proposed use of Broomfield House for which the Council now applies to modify the 1903 restrictive covenant will have a marginal impact on both the House itself, the Park and neighbouring residents. Local residents (including those who claim the benefit of the 1903 covenant) will retain the opportunity to continue to enjoy the Park and their own properties very much in accordance with the intentions of the original covenant. In addition, they will be able to enjoy the use of the restored House as a community facility, for the first time in many years. The current uses

of the Park will continue and be complemented by the enhanced public facilities to be created for the benefit of residents and visitors alike.

22. I will also show in annex KWM 4 that the reference in the proposed modification for residential development is restricted to a limited zone within part of the depot yard comprising the 4 houses and stable block building and is therefore limited in its impact.

Background to the requirement to seek the modification of the 1903 covenant

23. Consideration of the history leading to approval of the restoration project and of the various alternative proposals brought forward over the last 20 years or so shows that there is no satisfactory and workable alternative solution. The alternatives considered or proposed to the Council have raised unacceptable issues of physical impact, scale, funding difficulty, perceived excessive commerciality and perceived un-neighbourly conflict. The milestone schedule in CD/TF 3 sets out the previous options considered.
24. In contrast, the Council is satisfied that the approved restoration project is both achievable and compatible with the surrounding neighbourhood. It has wider public support although some nearby residents express anxiety about the proposals. The cost of the scheme at CD/PLA/3 and PLA/5 is estimated at some £ 4.5 M at October 2003 prices (CD/F/5). The proposal will provide an appropriate use for Broomfield House in order to secure its long term and viable future. CD/TF 1 and CD/TF2 describe the terms of reference and political /community status of the Broomfield House Task Force that was responsible for bringing forward the restoration scheme for consideration by both the Council and the local community. The development of what is now the approved restoration scheme with the benefit of expert appraisals undertaken by Consultants and agreed by the Task Force is set out at CD/TF/3 b) and CD/TF/ 3c).
25. The Council has been committed to seeking a community-based solution to the restoration and future use of Broomfield House since 1999. The promotion of the approved restoration scheme and the current application to modify the 1903 restrictive covenant follows Council member and officer engagement with the then local MP and

community organisations, after recognition that private uses or primarily commercial solutions, as described in the milestones schedule CD/TF/3a, were not acceptable to the local community.

26. The terms of the proposed modification have been drawn so as fully to reflect and enable the limited commercial and trading activities and limited residential development which are proposed under the approved restoration scheme. Those terms have been carefully considered by the Council with community representatives, with the benefit of legal advice, in order to seek to limit the proposed modification of the 1903 covenant so that it extends only to enable the approved scheme to proceed.
27. Regarding the release of the restriction on the residential properties for private disposal, the Task Force agreed this proposition conditional upon the financial proceeds generated being directed to the approved restoration scheme for Broomfield House. The Council has accepted that limitation as is recorded in resolutions which have made this commitment - see committee reports and minutes 121, 224, 280 and 233 listed in (CD /TF/4)

LIMITATIONS OF EXISTING COVENANT

28. In its original form, the 1903 restrictive covenant prohibits the use of Broomfield House from use for activities involving any trade or business. It is important to note that, over the years since the covenant was imposed, the hire of tennis courts, football pitches and occasional lettings for events e.g. funfairs, circuses and park fairs (town shows) and bandstand or field concerts have been regarded as acceptable park uses together with ad hoc informal public recreational activities.
29. Moreover, the House was the venue for the Park café until the fire in 1984 .The former café lessee was given a concession to provide ice cream vans within the park following the fire, without complaint, although strictly not in accordance with the terms of the original covenant. The lease to a local bowls club of a building within the Park next to the bowls greens has been regarded as quasi municipal as has a licence to a `crazy golf`

franchisee. Nevertheless, such arrangements might reasonably be said to involve trade or business.

30. Strictly, such activities might be said not to accord with the terms of the 1903 restrictive covenant. There is no evidence that local people have objected to or been disadvantaged by these activities. They have been accepted as appropriate activities within the House and Park, albeit on an informal basis. It is now, however, necessary to seek major external fundraising support for the approved restoration project and, for that purpose, to establish to funding agencies' satisfaction that the uses and activities proposed in the approved scheme are legitimate and not subject to challenge. Previous acceptance of certain trading or commercial activities within the House and Park does not give sufficient certainty (which is necessary to attract funding) that future infringements of the 1903 covenant, of a similar but rather more substantial nature, would not be subject to formal objection or legal challenge.
31. Confining the activities in the restored House and annex to those authorised by the original 1903 covenant would neither provide the fundamental community services required, such as a park café (these are nowadays run as franchise operations not municipal functions), nor permit the range of activities needed to generate adequate income both to meet running costs and to attract substantial capital investment to the restoration project itself.
32. The Council has investigated the potential to achieve these objectives by alternative uses and activities within the restored House which fall within the terms of the original 1903 covenant. Alternatives considered include:--
 - 32.1 Library function, which has been discounted because the Enfield Library Strategy 2003 is for library facilities to be in town centre locations. In any event the house with its historic features and necessary configuration would not best suit modern library needs with floor loading limits, lighting and environmental conditions that could impact upon the historic elements of the House. Furthermore, the current Palmers Green Library occupies a larger footprint. Consequently, relocating to Broomfield House is not considered either practical or to an appropriate location.

- 32.2 A) A commercial letting as privately occupied office space. This would conflict with the covenant and limit the desired aim of allowing public access to the of the House and its historical features .
- B) Municipal office based services, such as back office services, but the cost per desk ratio for converting this building into offices far exceeds the average cost of providing standard purpose made office space.
- C) Mayoral or civic ceremony purposes and registrar functions for weddings, naming ceremonies etc are envisaged as compatible users within the business case. The Registrar service has rejected the location for the core service of registering births, deaths etc.

It is expected that the Council will make some use of the restored House, for example using the meeting rooms, for ad hoc functions and for community education uses – this is recognised in the business case.

32.3 Use of the House as a Hospice has been considered but that would be a commercial disposal. The provider consulted required exclusive grounds for the privacy of the residents and extensive additional built space to make the operating costs of a facility viable. Other options have been considered as shown in annex KWM 1.

32.4 Exclusive council (i.e. municipal) use would rely on council funding to meet the restoration budget which has not been forthcoming for 20 years. Predominant use by core council services would prejudice external funding sources for the restoration of the House and future sustainability that require community access and use of facilities.

33. The effect of the original 1903 covenant is to restrict the use of the residential accommodation in the depot site to municipal purposes. The proposed modification seeks a variation to enable that accommodation to be used or disposed of as separate housing units and so to allow the release of capital towards the approved restoration project.

THE MODIFICATION

34. I have explained that the Council seeks the modification of the 1903 restrictive covenant to the extent that it will enable the Council to facilitate the restoration of Broomfield House and the related listed structures and secure their core function as a community asset in accordance with the approved restoration scheme. The proposed modification would permit uses that would remain principally of a community /educational focus whilst allowing some private sector and commercial income to be generated from ancillary activities to support the main community based uses. The Council intends that primary commercial enterprise be excluded from the ambit of the proposed modified covenant and has sought to achieve that exclusion through the terms in which the modification has been drawn.
35. The Council minutes 121 and 280 note that, once restored, Broomfield House is to be managed through a House Management Trust, a charitable body. This body has yet to be constituted. It will comprise local community and Council Officer and Councillor representatives. The Council as landlord will grant a lease to the Trust for the management of the restored Broomfield House with user clauses reflecting the controls stipulated in the modified restrictive covenant.
36. Financial analysis in KWM 2 shows that the proposed modification of the original covenant produces a substantial improvement in the viability and financial performance of the restoration project over that which would result from community/educational lettings only. This in turn will benefit local people, including those claiming the benefit of the covenant, with café provision serving the park but also a broader spectrum of facilities for park users and the wider community.
37. A schedule of prospective uses has been compiled to demonstrate the Council's vision for the future use of the House, similar to many historic house facilities. See CD /CON 4 and KWM1. This is not intended to be prescriptive but rather to illustrate the range of activities which the proposed modified covenant is intended to authorise at Broomfield House.

THE PLANNING PROPOSALS /REVENUE SOLUTION/CAPITAL PHASING

38. In 2001 the Council, acting on the recommendation of Broomfield House Task Force, commissioned a report by specialist catering consultants Turpin Smale, to assess the aim of replacing the park café facilities and to consider the nature of café or other opportunities available to support the revenue plan. This report built upon research undertaken previously for local community organisations in 1998/9 by Prometheus. Both reports proposed community based activities and educational programmes in a restored Broomfield House. The Turpin Smale report explored the income generation analysis from a more commercial perspective. The Turpin Smale analysis in September 2001 and May 2003 set out prospective income generation options and assumptions. Operating costs were researched with the head of Council facilities management for the running costs incurred in managing Community House in Edmonton, a similar building providing a benchmark for likely operating costs. Additional checks from other venues including Millfield House and Ware Priory were analysed together with the original Prometheus report.
39. The financial analysis by Turpin Smale at KWM 2 and Task Force representatives concluded that the use of the restored Broomfield House requires some commercial content to enable the desired community and educational preferences to be supported.
40. The costs for the approved restoration scheme as then proposed by the Broomfield House Task Force (CD/Con/5) were estimated at £4.5m approx at Oct 2003 prices. Bucknall Austin, consultant quantity surveyors, have regularly provided the Council indices uplift advice as to costs and most recently confirmed figures (CD/F/5) as follows:--

House	£ 2,282,000
Mural	£ 575,000
Annex	£ 485,000
Car parking/stable kitchen	£ 243,000
Fees	<u>£ 585,000</u>
Total	say £ 4,170,000

Exclusions

Fit out etc

Loose furniture/fittings

VAT

Highway traffic management solutions

No allowances for future changes to labour and materials

And assumes normal competitive tendering

Overall therefore £ 4.5- £5 M is assumed as a working total for a start in 2006.

41. As I have explained, the Council has approved a restoration scheme which it considers to be sustainable and has focused on community enterprise and activity instead of more lucrative commercial propositions. Peter Riddington of Insalls was engaged to guide the development of restoration, refurbishment and design proposals that were put on public exhibition in 2002. Peter then advised Broomfield House Task Force on revisions to the draft proposals in response to public consultation and representations from stakeholders. Peter then submitted the detailed restoration scheme to the Council as local planning authority. I have explained that the scheme now has full planning permission and listed building consent.
42. An options paper (see CD/F1) builds upon an pioneering exercise undertaken in December 2004 by Adrian Bishop-Laggett, Peter Riddington and myself for the Task Force to seek the early capital investment and phased approach towards full restoration in order to attract fund raising support for the full restoration. Since then a local accountant Colin Pointer, for the Broomfield Historic Buildings Trust, (also representing Enfield Preservation Trust) has assisted in working up the business case.
43. Louise Jagger, for Sandcliff, a fund raising consultancy (see CD /TF 3d) was engaged by the council in September 2002 and prepared a strategy paper as to how to seek funding and its prospective success. This report followed research with local businesses and prospective sponsors and patrons. Sandcliff asserted that £ 1.5 m could be raised within approx 18 months with professional help and an active campaign. Modifying the covenant is key to appointing a fundraiser and progressing that campaign. It is considered that the campaign would more readily be received if the committed funding from the depot buildings sales was used towards a first phase restoration making the

house watertight and removing the scaffolding. This action in itself would focus the community efforts on a timetable or full restoration. The current uncertainty is blighting such progress.

44. The option as recommended for making the house watertight and adding the annex seeks:-

1) HLF grant	£1.5 M
2) Council funding (cottages and stable block monies) say	£1.0 M
3) Support from Hadley Wood Trust pledge	£0.2 M
4) English Heritage	£0.050
5) Architectural heritage Trust loan	£0.294
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Total towards Phase 1 and 2 restoration	£3.044 M

Start of fundraising for balance once community see work in progress on site

45. During 2006 Broomfield Historic Buildings Trust as the Task Force partner equipped to attract preservation funding support and expertise will work up a Heritage Lottery Fund application for £ 1.5 approximately. The Council intends that this funding be applied to the costs of the approved restoration scheme together with the capital receipt that is expected to be generated from disposal of the 4 residential units and the converted stable block. It is intended that such disposal should be on a leasehold basis to ensure that, by retaining the freehold estate, the Council will retain appropriate proprietary controls in respect of those units.
46. The residential units within the red line depot site (of 0.4 acres approx) should in my opinion generate at least £ 1 M towards the capital cost of the approved restoration project. To validate the council's in-house appraisals informal expressions of interest were invited from consultants, house builders, development companies and a Housing association partner.

IMPACT ISSUES /LOCAL CONCERNS

47. I consider that the proposals upon which this application to modify the 1903 restrictive covenant is based (i.e. those uses and activities, which are proposed for Broomfield House and related buildings under the approved restoration scheme) would not materially frustrate, injure or damage the general enjoyment of the House or Park for park visitors and those claiming the benefit of the covenant. It is also my view that any changes resulting from the implementation of these proposals would not materially or significantly affect the enjoyment by those claiming the benefit of the original 1903 restrictive covenant in respect of neighbouring properties on the former Broomfield Estate.
48. In order to assess the impact (if any) on those claiming the benefit of the covenant of the uses and activities for which the Council seeks to modify the covenant, it is necessary to reflect upon those activities and uses that are already taking place in the Park; and, moreover, upon those uses and activities which would have been likely to have continued or been permitted in the House if the fire damage had not occurred. For example, municipal uses and activities which were able to continue or expand as authorised under the original 1903 covenant (e.g. town hall, library functions). As a particular example, the annual statistics returns to the GLC record that the Museum at Broomfield House had over 113,000 visitors in 1978. Add to this those visiting the café and first floor health clinic operational at that time. In my view, on the basis of attendance levels of that order, the proposed uses and activities are unlikely to be materially different in their intensity and the marginal impact will therefore be slight.
49. Given that there has been no activity at the House for 20 years it is accepted that those claiming the benefit of the covenant who reside immediately opposite the Park entrance in Broomfield Lane are likely to experience a change in activity resulting simply from bringing the House back into active use.
50. Of greater significance, however, will be the beneficial effects upon local people and the local environment of the restoration both of the fabric and to active use of the House and of its associated buildings. The impetus of these changes when they occur is likely to greatly enhance the quality of the local environment and physically lift the whole Park, including scope for landscape investment within a master plan for the

Park. Conditions imposed upon the Planning Permission and Listed Building Consent granted for the approved restoration scheme have been designed to secure an acceptable local environment and to safeguard residential amenity and living conditions. These are considered further in KWM 3.

51. The Trust, the charitable body which will manage the House in accordance with the management criteria set out in KWM 4 will be required to control the scale of private/commercial involvement to safeguard continued neighbourly enjoyment of the Park and its surroundings.
52. The modification of the 1903 covenant to permit the use of the former Parks department accommodation located in the stable yard as separate residential accommodation for market disposal will have no significant impact upon the amenities of those neighbouring residents who claim the benefit of the covenant or upon Park users. There is a terrace of 4 x3 bedroom 1960`s houses in the yard plus the stable building which itself is arranged as 3 x2 bedroom cottages plus stable stores and workshops.
53. I am of the opinion that if the existing 1960`s houses continue in housing use and the stables are granted listed building and planning consent for re-use for residential use then the 7 existing units might be re-arranged to provide some 8-10 dwellings in total. If the (somewhat unattractive) houses were demolished and a new build heritage style scheme was designed to be compatible with the listed stable block then it is conceivable that a marginal increase in footprint and habitable space could be created subject to planning approvals. A developers brief for marketing purposes for long leasehold disposal of depot dwellings is being prepared based upon sympathetic treatment in keeping with the historic stable building and park setting.
54. Overall, therefore, as this depot area has not been enjoyed by members of the public visiting the park I am of the opinion that firstly the prospective development would have no adverse affect. Secondly, given the existing 4 houses and 3 stable cottages in the yard any increase can only be considered marginal in its impact and therefore not significant.

55. The residents of the depot houses are no longer employed by the Council and are therefore in municipal occupation as council secure tenants only. In the event that any occupant exercises a Right to Buy application an immediate conflict with the existing covenant would arise.

Conclusion

56. A report by the Paul Drury Partnership (commissioned by English Heritage and HLF) considered how Mansions in public parks in London should be protected and made viable. The report demonstrates the complexity and difficulties that surround the viability issues for many such buildings-

“Fundamental to most solutions for large, problematic buildings and groups will be a holistic solution that uses market value to cross subsidise public amenity and benefit, and which is sustainable in revenue terms for the medium term.” Page 22 para 6.6 liberating value

57. The Council consider a restored Grade II* Broomfield House will be of considerable value to an area of London with few such cultural assets. The high status of the building, its relationship with its setting, the opportunity to restore the original staircase, saved architectural details and the historically valuable murals within it in a context where it will be a unique oasis in an area that has lost virtually all its historic structures, has led the Council to the conclusion that it should seek to proceed with the approved restoration scheme for Broomfield House.
58. In order to achieve that aim, the Council has concluded that some limited trade and commercial activities must be available within the overall community based activities that are proposed for the House under the approved restoration project. This is necessary to encourage new funding partners to participate and make the restoration and future active and beneficial use of the House and related buildings more economically viable. The proposed modification of the original 1903 restrictive covenant is intended to authorise such activities while respecting the amenities and interests of those who claim the benefit of the 1903 covenant, as well as local community concerns. Full planning permission and listed building consent has been obtained. The Council believes that it is only through this means that the restoration of

Broomfield House, which is to the benefit of all those living in the Borough and of particular benefit to those living close to the Park, can be successfully achieved in the public interest.

59. I make this witness statement from facts and matters within my knowledge, which are true. Where any fact or matter is not within my knowledge it is true to the best of my knowledge and belief.
60. In accordance with the Royal Institution of chartered Surveyors Practice Statement- "Surveyor`s acting as Expert Witnesses". I confirm that:-
- 1) I believe that the facts I have stated in this report are true and that the opinions I have expressed are correct.
 - 2) The report includes all the facts which I regard as relevant to the opinion which I have expressed and the attention of the Tribunal` has been drawn to any matter which would affect the validity of my opinion.
 - 3) The report complies with the requirements of the Royal Institution of Chartered Surveyors as set down in Surveyors acting as Expert Witnesses practice statement.
 - 4) I understand my duty to the Tribunal and have complied with that duty.

Signed

Dated this 6th day of March 2006

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2. K. W. Moss
3. First Statement
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