

DATED

29 January

2015

**(1) FITZPATRICK PROJECTS LIMITED**

and

**(2) 10 FITZROY LIMITED**

and

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

**A G R E E M E N T**  
relating to land known as

**10 FITZROY SQUARE LONDON W1T 5HP**

and

**20 FITZROY SQUARE LONDON W1T 6EJ**

pursuant to Section 106 of the Town and Country Planning  
Act 1990 (as amended)

Andrew Maughan  
Borough Solicitor  
London Borough of Camden  
Town Hall  
Judd Street  
London WC1H 9LP

Tel: 020 7974 5680  
Fax: 020 7974 1920

CLS/PK/1781.276 (final)



THIS AGREEMENT is made the 29 day of January 2016 #  
2015

**B E T W E E N:**

1. **FITZPATRICK PROJECTS LIMITED** (registered under company number 05250662) whose registered office is at 10 Fitzroy Square London W1T 5HP (hereinafter called "the First Property Freeholder") of the first part
2. **10 FITZROY LIMITED** (registered under company number 05236078) whose registered office is at 10 Fitzroy Square London W1T 5HP (hereinafter called "the Second Property Freeholder") of the second part
3. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the third part

1. **WHEREAS**

- 1.1 The First Property Freeholder is registered at the Land Registry as the freehold proprietor with title absolute of the First Property under title number NGL335784.
- 1.2 The Second Property Freeholder is registered at the Land Registry as the leasehold proprietor with title absolute of part of the First Property under title number NGL952319.
- 1.3 The Second Property Freeholder is registered at the Land Registry as the freehold proprietor with title absolute of the Second Property under title number 247905.
- 1.4 The First Property Freeholder is the freehold owner of the First Property and is interested in the First Property for the purposes of Section 106 of Act and the Second Property Freeholder is the leasehold owner of part of the First Property and the freehold owner of the Second Property and Second Property Freeholder is interested in the First Property and Second Property for the purposes of Section 106 of the Act.
- 1.5 The First Property Freeholder and the Second Property Freeholder shall hereinafter together be called "the Owner".

- 1.6 The First Planning Application for the First Development of the First Property was submitted to the Council and validated by the Council on 26<sup>th</sup> May 2015 and the Council resolved to grant planning permission conditionally under reference number 2015/2211/P subject to conclusion of this Agreement.
- 1.7 The Second Planning Application for the Second Development of the Second Property was submitted to the Council and validated by the Council on 26 May 2015 and the Council resolved to grant planning permission conditionally under reference number 2015/2210/P subject to conclusion of this Agreement.
- 1.8 The Council is the local planning authority for the purposes of the Act for the area in which the First Property and the Second Property are situated and considers it expedient in the interests of the proper planning of its area that the development of the First Property and the Second Development should be restricted or regulated in accordance with this Agreement.
- 1.9 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

2. **DEFINITIONS**

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

- 2.1 "the Act" the Town and Country Planning Act 1990 (as amended)
- 2.2 "the Agreement" this planning obligation made pursuant to Section 106 of the Act
- 2.3 "the First Development" in respect of the First Property the change of use of part rear ground and part rear first floor from office (Class B1) to 1-bed maisonette (Class C3) as shown on drawing numbers Location Plan, CS/078888 - CAP - AR - No.10 - 00 - 1010 - P01, CS/078888 - CAP - AR - No.10 - 00 - 1011 - P01, CS/078888 - CAP - AR - No.10 - 01 -

1012 - P01, CS/078888 - CAP - AR - No.10 - 01  
- 1013 - P01 & Planning Statement by Capita  
dated 16/04/2015.

- 2.4 "the First Development Implementation Date" the date of implementation of the First Development by the carrying out of a material operation as defined in Section 56 of the Act and references to "Implementation" and "Implement" shall be construed accordingly
- 2.5 "the First Planning Application" a planning application in respect of the First Development of the First Property submitted to the Council and validated on 26<sup>th</sup> May 2015 for which a resolution to grant permission has been passed conditionally under reference number 2015/2211/P subject to conclusion of this Agreement
- 2.6 "the First Planning Permission" a planning permission granted for the First Development substantially in the draft form at the Second Schedule annexed hereto
- 2.7 "the First Property" the land known as 10 Fitzroy Square London W1T 5HP the same as shown shaded grey on Plan 1
- 2.8 "Occupation Date" the first date when any part of the First Development or the Second Development is occupied for the purposes of the First Planning Permission or the Second Planning Permission (as appropriate) save for the purposes of construction, marketing or fitting out and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly

- 2.9 "the Parties" the Council and the Owner
- 2.10 "Planning Obligations Monitoring Officer" a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to S106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof
- 2.11 "Plan 1" the plan at the First Schedule annexed hereto
- 2.12 "Plan 2" the plan at the Second Schedule annexed hereto
- 2.13 "the Second Planning Application" a planning application in respect of the Second Development of the Second Property submitted to the Council and validated on 26<sup>th</sup> May 2015 for which a resolution to grant permission has been passed conditionally under reference number 2015/2210/P subject to conclusion of this Agreement
- 2.14 "the Second Development" in respect of the Second Property change of use of 2<sup>nd</sup> and 3<sup>rd</sup> floors from 3-bed maisonette (Class C3) to office (Class B1) in association with a land use swap at the First Property as shown on drawing numbers Location Plan, CS/078888 - CAP - AR - No.20 - 02 - 1020 - P01; CS/078888 - CAP - AR - No.20 - 02 - 1021 - P01; CS/078888 - CAP - AR - No.20 - 03 - 1022 - P01; CS/078888 - CAP - AR - No.20 - 03 - 1023 - P01 & Planning Statement by Capita dated 16/04/2015

- 2.15 "the Second Development Implementation Date" the date of implementation of the Second Development by the carrying out of a material operation as defined in Section 56 of the Act and references to "Implementation" and "Implement" shall be construed accordingly
- 2.16 "the Second Planning Permission" a planning permission granted for the Second Development substantially in the draft form at the Second Schedule annexed hereto
- 2.17 "the Second Property" the land known as 20 Fitzroy Square London W1T 5HP the same as shown shaded grey on Plan 2

3. **NOW THIS DEED WITNESSETH** as follows:-

- 3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the First Property and or the Second Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.
- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction of interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7 and 8 hereof all of which shall come into effect on the date hereof the

covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.

3.6 The Council hereby agrees to grant the First Planning Permission and the Second Planning Permission on the date hereof.

3.7 The Parties save where the context states otherwise shall include their successors in title.

3.8 Where any consent approval acknowledgement or expression of satisfaction is required from any of the Parties pursuant to the provisions of this Agreement it will not be unreasonably withheld or delayed.

#### 4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

##### 4.1 **USE SWAP**

4.1.1 To notify the Council in writing when the First Development and the Second Development have commenced or are about to commence.

4.1.2 To complete the First Development in accordance with the First Planning Permission within twelve (12) calendar months of the earliest of the following two dates namely the First Development Implementation Date or the Second Development Implementation Date such completion to be demonstrated by written notice from the Council to that effect.

4.1.3 To complete the Second Development in accordance with the Second Planning Permission within twelve (12) calendar months of the earliest of the following two dates namely the Second Development Implementation Date or the First Development Implementation Date such completion to be demonstrated by written notice from the Council to that effect.

4.1.4 Not to Occupy or permit Occupation of the First Property for the purposes of the First Development (or for any other use or purpose whatsoever) until the Second Property is Occupied for the purposes of the Second Development (and for no other purpose



or use whatsoever) and the Council has confirmed the same in writing (such confirmation not to be unreasonably withheld) to the Owner.

4.1.5 Not to Occupy or permit Occupation of the Second Property for the purposes of the Second Development (or for any other use or purpose whatsoever) until the First Property is Occupied for the purposes of the First Development (and for no other purpose or use whatsoever) and the Council has confirmed the same in writing (such confirmation not to be unreasonably withheld) to the Owner.

5. **NOTICE TO THE COUNCIL/OTHER MATTERS**

5.1 The Owner shall give written notice to the Council on or prior to the First Development Implementation Date and or prior to the Second Development Implementation Date specifying that Implementation of the First Development and the Second Development has taken or is about to take place.

5.2 Within seven days following completion of the First Development and the Second Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting planning references 2015/2210/P and 2015/2211/P the date upon which the First Development and the Second Development will be ready for Occupation.

5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the First Property and or the Second Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.

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

6. **IT IS HEREBY AGREED AND DECLARED** by the Parties hereto that:-
- 6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate, 5 Pancras Square, London N1C 4AG quoting the Planning Permission reference numbers 2015/2210/P and 2015/2211/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.
- 6.2 This Agreement shall be registered as a Local Land Charge.
- 6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.
- 6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the charges registers of the titles to the First Property and the Second Property and will furnish the Council forthwith with official copies of such titles to show the entry of this Agreement in the charges registers of the titles to the First Property and the Second Property.
- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.
- 6.6 Neither the Owner nor its successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during

which it no longer has an interest in the First Property and or the Second Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.

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

6.8 If the First Planning Permission and or the Second Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time before the commencement of the First Development and or the Second Development this Agreement shall forthwith determine and cease to have effect.

7. **JOINT AND SEVERAL LIABILITY**

All Covenants made by the Owner in this Agreement are made jointly and severally and shall be enforceable as such.

8. **RIGHTS OF THIRD PARTIES**

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement

**IN WITNESS** whereof the Council has caused its Common Seal to be hereunto affixed and the Owner have executed this instrument as their Deed the day and year first before written

EXECUTED AS A DEED BY )  
FITZPATRICK PROJECTS LIMITED )  
acting by a Director and its Secretary )  
or by two Directors *in the presence* )

Director Name: (CAPITALS) )

Director Signature: )

Director/Secretary Name (CAPITALS) )

Director/Secretary Signature: )

*Witness*

*KAY WILLIAMS*  
.....  
*Kay Williams*  
.....

*B.M.H. SHAW*  
.....

.....  
B.M.H. SHAW LL.B. Solicitor  
Solomon Taylor & Shaw  
3 Coach House Yard  
Hampstead High Street  
London NW3 1QD  
Tel: 020 7331 1912  
Fax: 020 7331 2485  
DK No: 144580 Hampstead 2  
e-mail: [carry@solts.co.uk](mailto:carry@solts.co.uk)

EXECUTED AS A DEED BY )  
10 FITZROY LIMITED )  
acting by a Director and its Secretary )  
or by two Directors *in the presence of* )

Director Name: (CAPITALS) )

Director Signature: )

Director/Secretary Name (CAPITALS) )

Director/Secretary Signature: )

*Witness*

*KAY WILLIAMS*  
.....  
*Kay Williams*  
.....

.....  
*B.M.H. Shaw*  
.....

B M H SHAW LL.B. Solicitor  
Solomon Taylor & Shaw  
3 Coach House Yard  
Hampstead High Street  
London NW3 1QD  
Tel: 020 7431 1912  
Fax: 020 7794 7485  
DX No: 144580 Hampstead 2  
e-mail: barry@solts.co.uk

THE COMMON SEAL OF THE MAYOR )  
AND BURGESSES OF THE LONDON )  
BOROUGH OF CAMDEN was hereunto )  
Affixed by Order:- )

.....  
*R. Alexander*  
.....

Authorised Signatory



**THE FIRST SCHEDULE**

**DRAFT FIRST PLANNING PERMISSION**

**and**

**PLAN 1**



**THE SECOND SCHEDULE**

**DRAFT SECOND PLANNING PERMISSION**

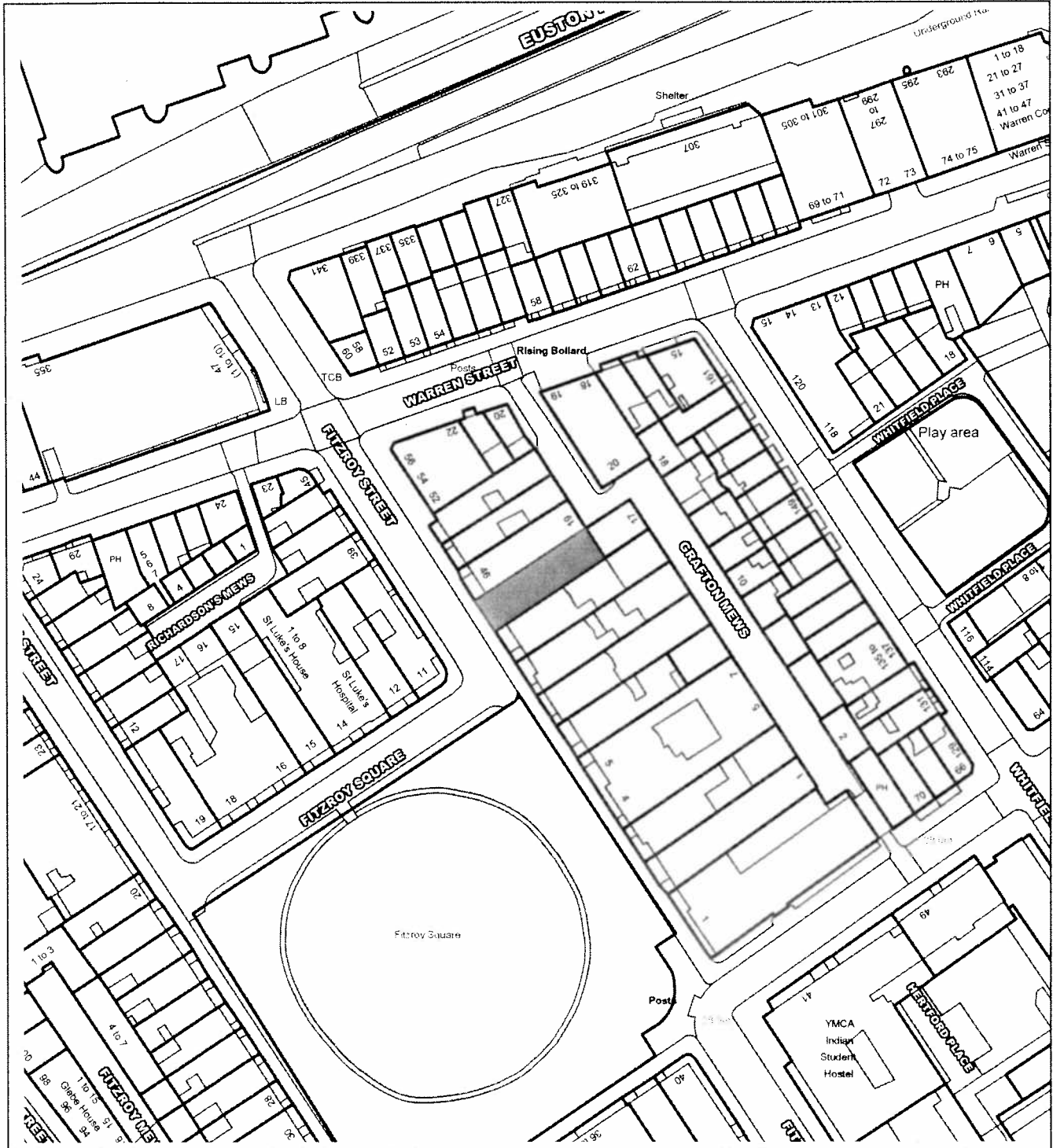
**and**

**PLAN 2**





**PLAN 1: PLAN OF THE FIRST PROPERTY**  
**10 Fitzroy Square London W1T 5HP**



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Capita Property & Infrastructure  
75 Wells Street  
London  
W1T 3QHTel 020 7974 4444  
Fax 020 7974 1930  
Textlink 020 7974 6866planning@camden.gov.uk  
www.camden.gov.uk/planningApplication Ref: **2015/2211/P**

16 December 2015

Dear Sir/Madam

**DRAFT**  
**FOR INFORMATION ONLY - THIS IS NOT A FORMAL DECISION**  
Town and Country Planning Act 1990 (as amended)**DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT**Address:  
**10 Fitzroy Square**  
London  
**W1T 5HP****DECISION**  
Proposal: Change of use of part rear ground and part rear first floor from office (Class B1) to 1-bed maisonette (Class C3)

Drawing Nos: Location Plan, CS/078888 - CAP - AR - No.10 - 00 - 1010 - P01, CS/078888 - CAP - AR - No.10 - 00 - 1011 - P01, CS/078888 - CAP - AR - No.10 - 01 - 1012 - P01, CS/078888 - CAP - AR - No.10 - 01 - 1013 - P01 &amp; Planning Statement by Capita dated 16/04/2015.

The Council has considered your application and decided to grant permission subject to the conditions and informatives (if applicable) listed below **AND** subject to the successful conclusion of a Section 106 Legal Agreement.The matter has been referred to the Council's Legal Department and you will be contacted shortly. If you wish to discuss the matter please contact **Aidan Brookes** in the Legal Department on **020 7 974 1947**.

Once the Legal Agreement has been concluded, the formal decision letter will be sent to you.

Condition(s) and Reason(s):

- 1 The development hereby permitted must be begun not later than the end of three years from the date of this permission.

Reason: In order to comply with the provisions of Section 91 of the Town and Country Planning Act 1990 (as amended).

- 2 The development hereby permitted shall be carried out in accordance with the following approved plans: Location Plan, CS/078888 - CAP - AR - No.10 - 00 - 1010 - P01, CS/078888 - CAP - AR - No.10 - 00 - 1011 - P01, CS/078888 - CAP - AR - No.10 - 01 - 1012 - P01, CS/078888 - CAP - AR - No.10 - 01 - 1013 - P01 & Planning Statement by Capita dated 16/04/2015.

Reason: For the avoidance of doubt and in the interest of proper planning.

Informative(s):

- 1 Reason for Granting Permission.

The site is occupied by a 4 storey mid-terrace Grade II\* listed building on the northern corner of Fitzroy Square. The ground and first floor of the modern rear extension are in use as a temporary accommodation maisonette ancillary to the use of the existing offices in the building. As the maisonette does not appear to be in use as permanent residential accommodation and does not pay Council tax it is not considered to be a separate use in its own right. As such, the proposal results in the loss of approximately 80sqm of office floor space at the site. Council policy DP13 seeks to prevent the loss of office floor space. As such the applicant has proposed to change the use of residential floorspace in a nearby building, No. 20 Fitzroy Square, into an additional 125sqm of office space in a land swap. This change of use is considered as part of a separate application (ref: 2015/2210/P). The land swap is secured with a s106 legal agreement to ensure that both permissions are taken up together.

The change of use is not considered to have an impact on the historic integrity of the grade II\* listed building as it is located in a modern rear extension. No works are required to facilitate the change as the area already has separate access from a door into the main ground floor lobby of the building.

The change of use is not considered to result in a material impact to the amenity of adjoining/nearby properties as the windows in the proposed residential unit look primarily back into the rear windows of office units in the building.

Securing the proposed unit as car-free is not considered to be necessary as the existing unit at No. 20 Fitzroy Square is eligible for on-street parking permits and the two applications together result in a net decrease in residential floor space.

No objections have been received prior to making this decision. The sites planning history and relevant appeal decisions were taken into account when coming to this decision.

Special regard has been attached to the desirability of preserving the building or its setting or any features of special architectural or historic interest which it possesses, under s.66 and s.72 of the Listed Buildings and Conservation Areas Act 1990 as amended by the Enterprise and Regulatory Reform Act (ERR) 2013.

As such, the proposed development is in general accordance with policies CS5, CS6, CS8 and CS14 of the London Borough of Camden Local Development Framework Core Strategy, and policies DP2, DP5, DP13, DP24, DP25 and DP26 of the London Borough of Camden Local Development Framework Development Policies. The proposed development also accords with policies 3.4, 3.14 and 7.8 of the London Plan 2015; and paragraphs 14, 17, 18-22, 47-55, 56-66 and 126-141 of the National Planning Policy Framework.

- 2 If a revision to the postal address becomes necessary as a result of this development, application under Part 2 of the London Building Acts (Amendment) Act 1939 should be made to the Camden Contact Centre on Tel: 020 7974 4444 or Environment Department (Street Naming & Numbering) Camden Town Hall, Argyle Street, WC1H 8EQ.
- 3 Your attention is drawn to the fact that there is a separate legal agreement with the Council which relates to the development for which this permission is granted. Information/drawings relating to the discharge of matters covered by the Heads of Terms of the legal agreement should be marked for the attention of the Planning Obligations Officer, Sites Team, Camden Town Hall, Argyle Street, WC1H 8EQ.
- 4 Under Section 25 of the GLC (General Powers) Act 1983, the residential accommodation approved is not permitted for use as holiday lettings or any other form of temporary sleeping accommodation defined as being occupied by the same person(s) for a consecutive period of 90 nights or less. If any such use is intended, then a new planning application will be required which may not be approved.

In dealing with the application, the Council has sought to work with the applicant in a positive and proactive way in accordance with paragraphs 186 and 187 of the National Planning Policy Framework.

Yours faithfully

Culture and Environment Directorate



**PLAN 2: PLAN OF THESECOND PROPERTY**

**20 Fitzroy Square London W1T 6EJ**



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Capita Property & Infrastructure  
75 Wells Street  
London  
W1T 3QHApplication Ref: **2015/2210/P**

16 December 2015

Dear Sir/Madam

**DRAFT**  
**FOR INFORMATION ONLY - THIS IS NOT A FORMAL DECISION**  
Town and Country Planning Act 1990 (as amended)**DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT**Address:  
**20 Fitzroy Square**  
London  
**W1T 6EJ**

Proposal: Change of use of 2nd and 3rd floors from 3-bed maisonette (Class C3) to office (Class B1)

**DECISION**  
Drawing Nos: Location Plan, CS/078888 - CAP - AR - No.20 - 02 - 1020 - P01; CS/078888 - CAP - AR - No.20 - 02 - 1021 - P01; CS/078888 - CAP - AR - No.20 - 03 - 1022 - P01; CS/078888 - CAP - AR - No.20 - 03 - 1023 - P01 & Planning Statement by Capita dated 16/04/2015.

The Council has considered your application and decided to grant permission subject to the conditions and informatives (if applicable) listed below **AND** subject to the successful conclusion of a Section 106 Legal Agreement.

The matter has been referred to the Council's Legal Department and you will be contacted shortly. If you wish to discuss the matter please contact **Aidan Brookes** in the Legal Department on **020 7 974 1947**.

Once the Legal Agreement has been concluded, the formal decision letter will be sent to you.

Condition(s) and Reason(s):

- 1 The development hereby permitted must be begun not later than the end of three years from the date of this permission.

Reason: In order to comply with the provisions of Section 91 of the Town and Country Planning Act 1990 (as amended).

- 2 The development hereby permitted shall be carried out in accordance with the following approved plans: Location Plan, CS/078888 - CAP - AR - No.20 - 02 - 1020 - P01; CS/078888 - CAP - AR - No.20 - 02 - 1021 - P01; CS/078888 - CAP - AR - No.20 - 03 - 1022 - P01; CS/078888 - CAP - AR - No.20 - 03 - 1023 - P01 & Planning Statement by Capita dated 16/04/2015.

Reason: For the avoidance of doubt and in the interest of proper planning.

Informative(s):

- 1 Reason for Granting Permission.

The site is occupied by a 4 storey mid-terrace Grade II listed building on the western corner of Fitzroy Square. The second and third floors are in use as a 3-bed maisonette, loosely used as temporary accommodation for workers in connection with the existing offices on the lower floors. While the unit does not appear to be in use as permanent residential accommodation, it does pay Council tax and have a separate front door and as such could be occupied as a separate unit. As such, the proposal results in the loss of approximately 125sqm of permanent residential floor space at the site. Council policy DP2 seeks to prevent the loss of residential floor space. As such the applicant has proposed to change the use of office space in a nearby building, No. 10 Fitzroy Square, into an 80sqm 1-bed residential unit in a land swap. This change of use is considered as part of a separate application (ref: 2015/2211/P). The land swap is secured with a s106 legal agreement to ensure that both permission are taken up together.

While the pair of applications results in a net loss of 45sqm of residential floorspace (which is contrary to DP2), and replace a 3-bed unit with a 1-bed unit (which is contrary to DP5), this is not considered to be reason, on balance, to refuse the application because the conversion allows the listed building to be restored to a more original configuration and the new residential flat includes outdoor amenity space which provides a better standard of accommodation.

The internal works to implement the change of use were approved as part of separate applications to restore the building (ref: 2015/0894/L & 2015/0895/L).

The change of use is not considered to result in a material impact to the amenity of adjoining/nearby properties as overlooking from offices tends to be less imposing than residential overlooking.

No objections have been received prior to making this decision. The sites planning

history and relevant appeal decisions were taken into account when coming to this decision.

Special regard has been attached to the desirability of preserving the building or its setting or any features of special architectural or historic interest which it possesses, under s.66 and s.72 of the Listed Buildings and Conservation Areas Act 1990 as amended by the Enterprise and Regulatory Reform Act (ERR) 2013.

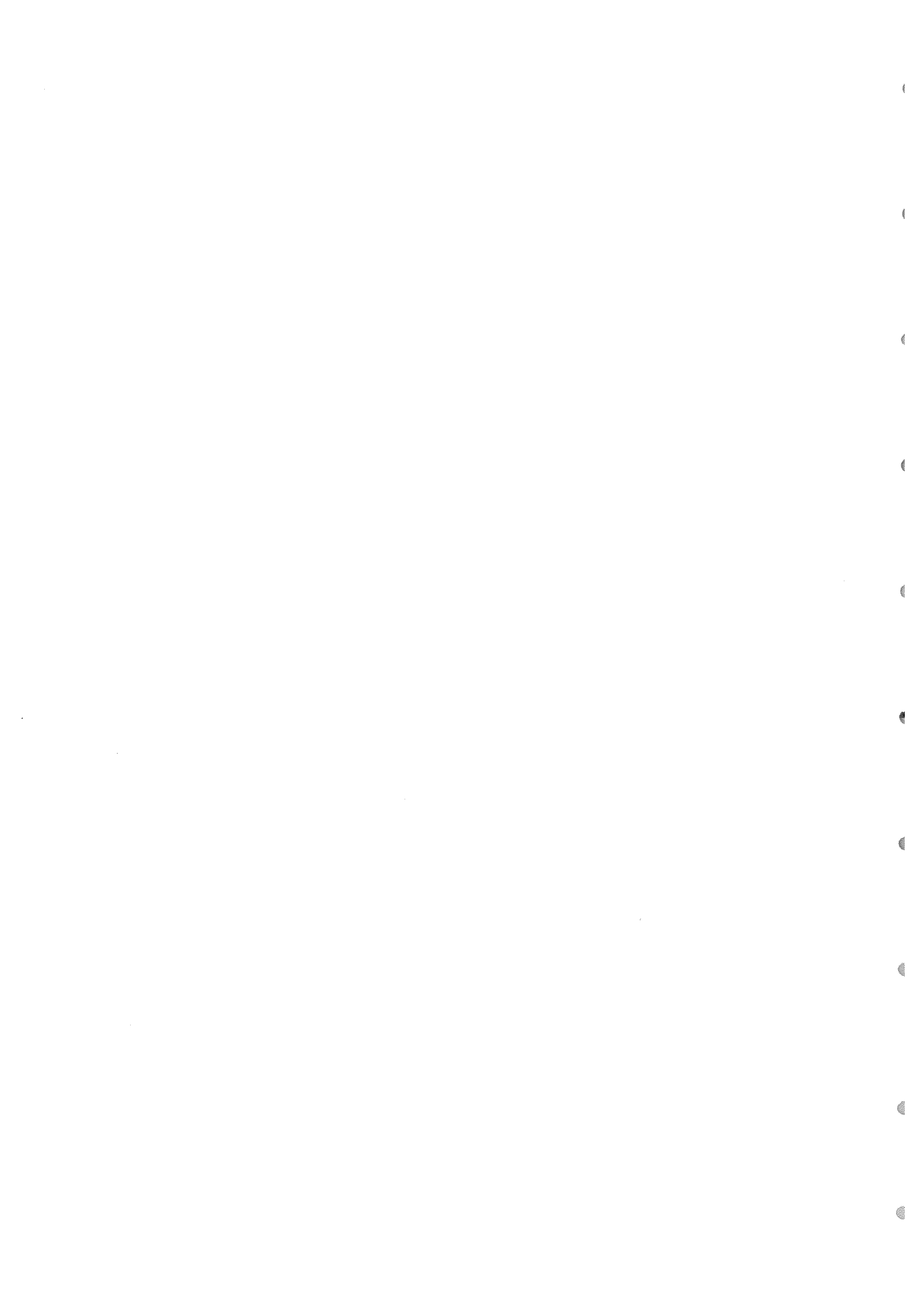
As such, the proposed development is in general accordance with policies CS5, CS6, CS8 and CS14 of the London Borough of Camden Local Development Framework Core Strategy, and policies DP2, DP5, DP13, DP24, DP25 and DP26 of the London Borough of Camden Local Development Framework Development Policies. The proposed development also accords with policies 3.4, 3.14 and 7.8 of the London Plan 2015; and paragraphs 14, 17, 18-22, 47-55, 56-66 and 126-141 of the National Planning Policy Framework.

- 2 Your attention is drawn to the fact that there is a separate legal agreement with the Council which relates to the development for which this permission is granted. Information/drawings relating to the discharge of matters covered by the Heads of Terms of the legal agreement should be marked for the attention of the Planning Obligations Officer, Sites Team, Camden Town Hall, Argyle Street, WC1H 8EQ.
- 3 If a revision to the postal address becomes necessary as a result of this development, application under Part 2 of the London Building Acts (Amendment) Act 1939 should be made to the Camden Contact Centre on Tel: 020 7974 4444 or Environment Department (Street Naming & Numbering) Camden Town Hall, Argyle Street, WC1H 8EQ.

In dealing with the application, the Council has sought to work with the applicant in a positive and proactive way in accordance with paragraphs 186 and 187 of the National Planning Policy Framework.

Yours faithfully

Culture and Environment Directorate





DATED

29 January

2015

2016 *AF*

**(1) FITZPATRICK PROJECTS LIMITED**

and

**(2) 10 FITZROY LIMITED**

and

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

**A G R E E M E N T**  
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