

DATED

24 August

2017

(1) DAN FRIIS

and

(2) THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF CAMDEN

A G R E E M E N T
relating to land known as
33 Fitzroy Square, London W1T 6EU
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended) and
Section 278 of the Highways Act 1980

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

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CLS/COM/SEA/1800.117
FINAL

THIS AGREEMENT is made the 24th day of August 2017

B E T W E E N:

- i. **DAN FRIIS** of 33 Fitzroy Square, London W1T 6EU (hereinafter called "the Owner") of the first part
- ii. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the second part

1. WHEREAS

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number 319473.
- 1.2 The Owner is the freehold Owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 A Planning Application for the development of the Property was submitted to the Council and validated on 1 August 2016 and the Council resolved to grant permission conditionally under reference number 2016/4282/P subject to conclusion of this legal Agreement.
- 1.4 The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.
- 1.5 As local highway authority the Council considers the Highways Works to be carried out pursuant to this section 278 Agreement to be in the public benefit.
- 1.6 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 Certificate of Practical Completion" | the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed |
| 2.4 | "Construction Management Plan" | <p>a plan setting out the measures that the Owner will adopt in undertaking the demolition of the existing external lift enclosure and Conway Street annex and the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual and in the form of the Council's Pro Forma Construction Management Plan as set out in the First Schedule hereto to ensure the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network including (but not limited to):</p> <p>(i) a statement to be submitted to Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the</p> |

demolition of the Existing Buildings or structures on the Property and the building out of the Development;

- (ii) proposals to ensure the protection and preservation of the listed building during the Construction Phase;
- (iii) proposals to ensure there are no adverse effects on the Conservation Area features;
- (iv) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- (v) amelioration and monitoring measures over construction traffic including procedures for notifying the owners and or occupiers of the residences and businesses in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements (if any);
- (vi) the inclusion of a waste management strategy for handling and disposing of construction waste; and
- (vii) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time

- 2.5 "the Construction Management Plan Implementation Support Contribution" the sum of £1,140 (one thousand one hundred and forty pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the review and approval of the draft Construction Management Plan and verification of the proper operation of the approved Construction Management Plan during the Construction Phase
- 2.6 "the Construction Phase" the whole period between
- (i) the Implementation Date and
 - (ii) the date of issue of the Certificate of Practical Completion
- and for the avoidance of doubt includes the demolition of the existing external lift enclosure and Conway Street annex
- 2.7 "the Council's Considerate Contractor Manual" the document produced by the Council from time to time entitled "Guide for Contractors Working in Camden" relating to the good practice for developers engaged in building activities in the London Borough of Camden
- 2.8 "the Development" demolition of the existing external lift enclosure and Conway Street annex behind the retained front façade of the existing dwelling house and erection of a three storey annex building behind the retained façade with raised parapet, raised mansard roof with three dormer windows and raised sills at first floor level and creation of a first floor external terrace with a 2m high trellis on the eastern side elevation as shown on drawing numbers 090 (Site location plan); 120D;

121D; 122G; 123F; 124D; 125C; 130C; 131D; 132C; 133; 140A; 141E; 150; 151A; 220; 221; 222, 223, 224, 230, 231, 240, 241, 900, 901, 902 rev A; 903 rev A; 904; 905; Planning and Heritage Statement produced by Montague Evans dated July 2016; Daylight and Sunlight assessment produced by Behan Partnership Ltd dated 25th July 2016

2.9 "the Highways Contribution"

the sum of £3,367.73 (three thousand three hundred and sixty seven pounds and seventy three pence) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the carrying out of works to the Public Highway as are required as a direct result of the Development ("the Highways Works") these to include reasonable costs associated with the following:-

- (a) replacement of the footway; and
- (b) any other works to the Public Highway the Council acting reasonably considers necessary as a direct result of the Development.

All works will be subject to final measure and for the avoidance of doubt the Council in accepting this sum does not undertake any responsibility in connection with any required statutory undertakers works and excludes any statutory undertakers costs

2.10 "the Implementation Date"

the date of implementation of the 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

- | | | |
|------|---|--|
| 2.11 | "the Level Plans" | plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway |
| 2.12 | "Occupation Date" | the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly |
| 2.13 | "the Parties" | means the Council and the Owner |
| 2.14 | "the Planning Application" | a planning application in respect of the development of the Property submitted to the Council and validated on 1 August 2016 for which a resolution to grant permission has been passed conditionally under reference number 2016/4282/P subject to conclusion of this Agreement |
| 2.15 | "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 |
| 2.16 | "the Planning Permission" | a planning permission granted for the Development substantially in the draft form annexed hereto |
| 2.17 | "the Property" | the land known as 33 Fitzroy Square, London W1T 6EU the same as shown shaded grey on the plan annexed hereto |

- 2.18 "the Public Highway" any carriageway footway and/or verge adjoining the Property which is maintainable at the public expense

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 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 or interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5 and 6 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 Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:

4.1 Construction Management Plan

4.1.1 On or prior to the Implementation Date to:

- (i) pay to the Council the Construction Management Plan Implementation Support Contribution in full; and
- (ii) submit to the Council for approval a draft Construction Management Plan.

4.1.2 Not to Implement nor allow Implementation of the Development until such time as the Council has:

- (i) received the Construction Management Plan Implementation Support Contribution in full; and
- (ii) approved the Construction Management Plan (such approval not to be unreasonably withheld or delayed) as demonstrated by written notice to that effect.

4.1.3 The Owner acknowledges and agrees that the Council will not approve the Construction Management Plan unless it demonstrates to the Council's reasonable satisfaction that the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network.

4.1.4 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Construction Management Plan and not to permit the carrying out of any works comprised in demolition or building out the Development at any time when the requirements of the Construction Management Plan are not being complied with and in the event of non-compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.

4.2 Highways Contribution

4.2.1 On or prior to the Implementation Date to pay to the Council the Highways Contribution

- in full.
- 4.2.2 On or prior to the Implementation Date to submit to the Council the Level Plans for approval.
 - 4.2.3 Not to Implement or to permit Implementation until such time as the Council has received the Highways Contribution in full.
 - 4.2.4 Not to Implement nor permit Implementation until such time as the Council has approved the Level Plans, such approval not to be unreasonably withheld or delayed.
 - 4.2.5 The Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate.
 - 4.2.6 The Council must use the Highways Contribution only for purposes directly associated with the Highways Works.
 - 4.2.7 On completion of the Highway Works the Council may provide to the Owner a certificate specifying the sum ("the Certified Sum") expended by the Council in carrying out the Highway Works.
 - 4.2.8 If the Certified Sum exceeds the Highway Contribution then the Owner shall within fourteen days of the issuing of the said certificate pay to the Council the amount of the excess.
 - 4.2.9 If the Certified Sum is less than the Highway Contribution then the Council shall within twenty eight days of the issuing of the said certificate pay to the Owner the amount of the difference between the Certified Sum and the Highway Contribution. For the avoidance of doubt, if no Highways Works are required, the Certified Sum will be zero, and the Highways Contribution shall be returned in full.

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

- 5.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Planning Permission has taken or is about to take place.

- 5.2 Within seven days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting the Planning Permission reference 2016/4282/P the date upon which the Development is ready for Occupation.
- 5.3 The Owner shall act in good faith and shall co-operate with the Council (and vice versa) to facilitate the discharge and performance of all obligations contained herein. The Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) where such information is reasonably required 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 indemnify the Council for any expenses or liability arising to the Council as a direct result of a 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.
- 5.5 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such obligation) provide through its Head of Legal Services a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.
- 5.6 Submission of any plan for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format (where practicable) to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such plan relates quoting the Planning Permission reference 2016/4282/P.
- 5.7 Payment of the Highways Contribution and Construction Management Plan Implementation Support Contribution pursuant to Clauses 4.1 and 4.2 of this Agreement shall be made by the Owner to the Council sending the full amount via

electronic transfer (where practicable). The owner shall notify the Planning Obligations Monitoring Officer that payment has been made referring to names date and Parties to this Agreement and citing the specific clause of this Agreement to which such contribution relates quoting the planning reference 2016/4282/P. Electronic Transfer is to be made directly to the National Westminster Bank of Hampstead Village quoting Sort Code 50-30-03 and London Borough of Camden General Account no. 24299480.

- 5.8 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.
- 5.9 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items of Retail Prices ("the AIIRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AIIRP figure published before the date such payment or application is made ("Y") less the last published AIIRP figure at the date hereof ("X") is the numerator so that

$$A = B \times \frac{(Y-X)}{X}$$

- 5.10 All costs and expenses payable to the Council under this Agreement shall bear interest at the rate of 4% above the Base Rate of the National Westminster Bank plc from time to time being charged from the date such payment is due until payment is made.

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, Supporting Communities, Planning and Regeneration, Town Hall Judd Street, London WC1H 9LP quoting the Planning Permission reference number 2016/4282/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 Register of the title to the Property and will furnish the Council forthwith on written demand with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the 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 their 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 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 Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development this Agreement shall forthwith determine and cease to have effect.

7. **MORTGAGEE EXEMPTION**

- 7.1 The Mortgagee hereby consents to the Owner entering into this Agreement and agrees that the security of its charges over the Property shall take effect subject to this Agreement.

- 7.2 The Parties agree that the obligations contained in this Agreement shall not be enforceable against any mortgagee or chargee of the whole or any part of the Property unless it takes possession of the Property in which case it will be bound by the obligations as a person deriving title from the Owner.

8. **JOINT AND SEVERAL LIABILITY**

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

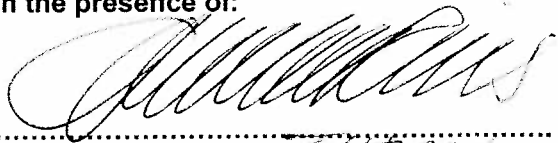
9. **RIGHTS OF THIRD PARTIES**

- 9.1 The parties agree that The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

CONTINUATION OF AGREEMENT IN RELATION TO 33 FITZROY SQUARE

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

EXECUTED AS A DEED BY
DAN FRIIS
in the presence of:



.....
Witness Signature *THOMAS*

Witness Name *THOMAS CROFT*

Address *1 HEADS MEWS, LONDON W11 2DL*

Occupation *ARCHITECT*

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


.....

Authorised Signatory



THE FIRST SCHEDULE
Pro Forma
Construction Management Plan

The Council has produced a pro-forma Construction Management Plan that can be used to prepare and submit a Construction Management Plan to meet technical highway and environmental health requirements. This document should be prepared, submitted and receive approval from the Council well in advance of works starting.

The pro-forma Construction Management Plan can be found on the Council's website at:-

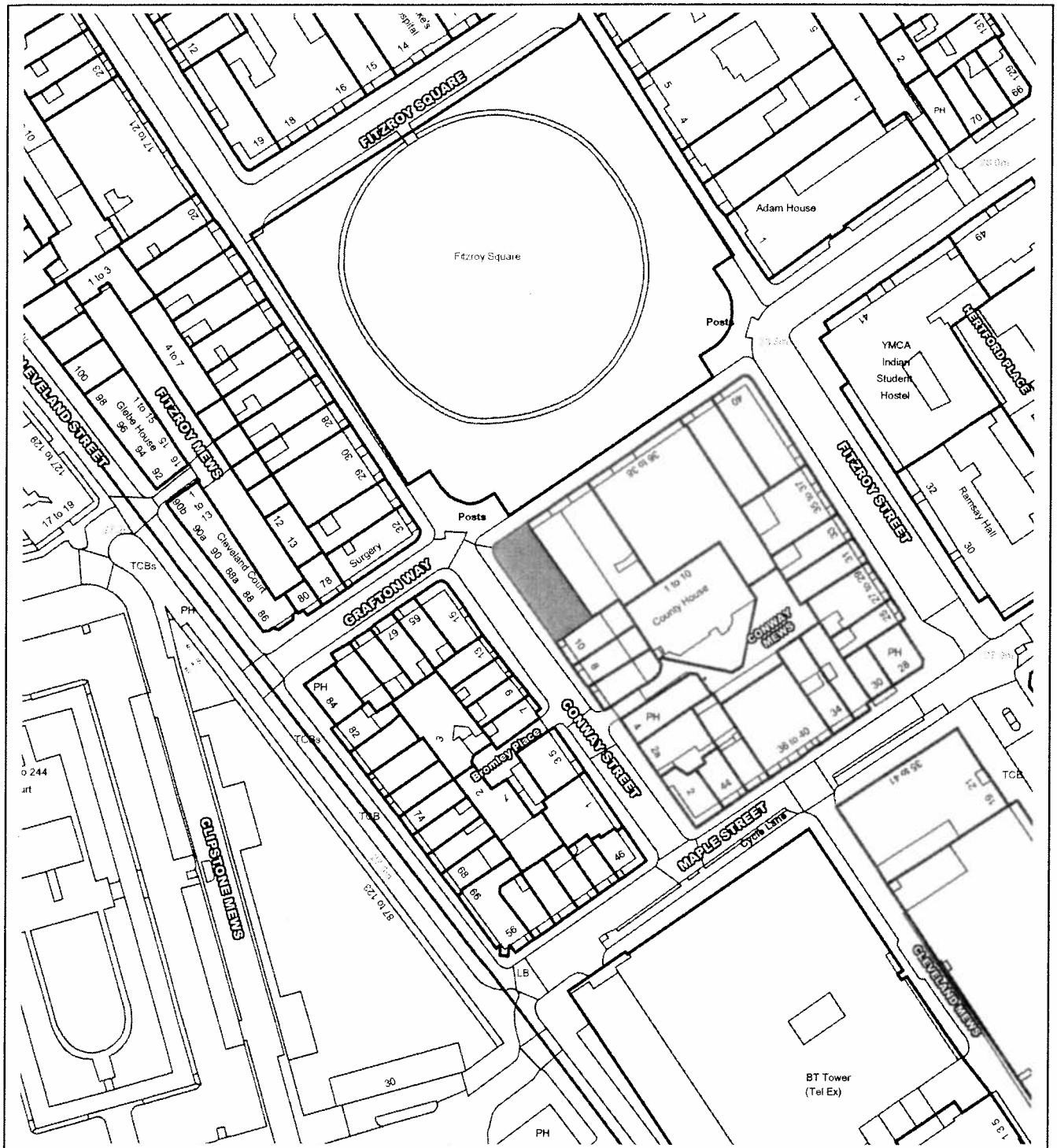
<https://www.camden.gov.uk/ccm/content/environment/planning-and-built-environment/two/planning-applications/making-an-application/supporting-documentation/planning-obligations-section-106/>

Please use the Minimum Requirements (also available at the link above) as guidance for what is required in the CMP and then download the Construction Management Plan

It should be noted that any agreed Construction Management Plan does not prejudice further agreement that may be required for things such as road closures or hoarding licences

D.F. RA
tr

NORTHGATE SE GIS Print Template



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Thomas Croft Architects
9 Ivebury Court
325 Latimer Road
London
W10 6RA

Application Ref: **2016/4282/P**

10 July 2017

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:
33 Fitzroy Square
London
W1T 6EU

DECISION
Proposal:

Demolition of existing external lift enclosure and Conway Street annex behind retained front façade of existing dwelling house and erection of three storey annex building behind the retained façade with raised parapet, raised mansard roof with 3 dormer windows and raised sills at first floor level; creation of first floor external terrace with 2m high trellis on eastern side elevation.

Drawing Nos: 090 (Site location plan); 120D; 121D; 122G; 123F; 124D; 125C; 130C; 131D; 132C; 133; 140A; 141E; 150; 151A; 220; 221; 222, 223, 224, 230, 231, 240, 241, 900, 901, 902 rev A; 903 rev A; 904; 905; Planning and Heritage Statement produced by Montague Evans dated July 2016; Daylight and sunlight assessment produced by Behan Partnership Ltd dated 25th July 2016.

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 All new external work shall be carried out in materials that resemble, as closely as possible, in colour and texture those of the existing building, unless otherwise specified in the approved application.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policies DP24 and DP25 of the London Borough of Camden Local Development Framework Development Policies.

- 3 The development hereby permitted shall be carried out in accordance with the following approved plans- 090 (Site location plan); 120D; 121D; 122G; 123F; 124D; 125C; 130C; 131D; 132C; 133; 140A; 141E; 150; 151A; 220; 221; 222, 223, 224, 230, 231, 240, 241, 900, 901, 902 rev A; 903 rev A; 904; 905; Planning and Heritage Statement produced by Montague Evans dated July 2016; Daylight and sunlight assessment produced by Behan Partnership Ltd dated 25th July 2016.

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

- 4 The second floor staircase window on the eastern rear elevation of the annexe building shall be obscure glazed and fixed shut to an internal height of 1.7m and shall be permanently retained and maintained as such thereafter.

Reason: In order to prevent unreasonable overlooking of neighbouring premises in accordance with the requirements of policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policy DP26 of the London Borough of Camden Local Development Framework Development Policies.

- 5 The use of the part of the first floor roof as a terrace hereby approved shall not commence until the 2m high timber trellis, as shown on the approved drawings, has been constructed. The trellis shall be permanently retained and maintained thereafter. The remainder of the roof at that level shall not be used as a roof terrace at any time.

Reason: In order to prevent unreasonable overlooking of neighbouring premises in accordance with the requirements of policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policy DP26 of the London Borough of Camden Local Development Framework Development Policies.

Informative(s):

1 Reasons for granting permission.

The proposal includes internal alterations to the main Grade I listed house and demolition and external and internal alterations to the annex building to the rear that fronts onto Conway Street.

Design

The proposed alterations to the rear extension facing Conway Street are motivated mainly by a desire to enable the continuation of living space from the rear of the main house into these buildings. This raises the risk of a conflict between the contribution of historic and architectural interest made by the more modest room volumes, which allow its historic evolution and separate function to be read, and the equivalent contribution of the grander volumes in the main house. The extension also has its own significant historic associations, with the Omega Group, for instance, and makes an important and typical contribution to the Fitzrovia townscape; these qualities are no longer associated with the largely modern fabric of its interior, but mean that the retention of its patina, quality and architectural and townscape integrity is highly desirable.

Historic England advised that they are not opposed to the realignment of floor levels and the raising of the ridge height in the extension if this can be reconciled with the above. It is critical that the extension retains integrity, character and patina as it is perceived from the street. Its existing floor structures and rear elevation have been entirely reconstructed but retain appropriate internal volumes that were formally disconnected but more recently ancillary. By careful management of window openings, sash and box dimensions, floor levels aligned with those on the principal floors of the historic house can be accommodated behind the façade of the rear extension. On the first floor, there will be sufficient clearance between the finished floor level and the glazing to maintain acceptable views of activity within from Conway Street, where other historic elevations contain windows of different scales and dimensions. Otherwise, the proportions, roof form, proposed rear balcony and glazing of the rear extension will all preserve the existing relationship of the rear extension with the historic house. The revised roof elevation with an additional dormer window will preserve the character of the streetscene and conservation area.

Special regard has been attached to the desirability of preserving the listed building, its setting and its features of special architectural or historic interest, and to the desirability of preserving or enhancing the character or appearance of the Conservation Area, under s.66 and s.72 of the Planning (Listed Buildings and Conservation Areas) Act 1990 as amended by the Enterprise and Regulatory Reform Act 2013.

- 2 The proposal would include the replacement of the side and rear elevations of the annex building following its demolition. The works would mainly affect the neighbouring property at no. 34-35 Fitzroy Square which is a single family dwelling. The proposed replacement three storey section of the annexe, which originally

contained the lift adjoining the boundary with no. 34, would be lower in height by 0.5m. However, it would be longer in its project from the main rear façade by 0.9m. The impact of the extension on the windows at basement, ground and first floor level at the rear of no. 34-35 remains unaltered from the existing extension. The impact on the second floor window in the rear elevation closest to the boundary with the application site would be improved as this part of the replacement annexe would be lower and would continue to preserve outlook and daylight to this window.

There is a large two storey extension at the rear of no. 34-35 that covers most of the rear garden area. It has windows at first floor level approximately 2.1m from the eastern boundary of the application site. There is also external area of terracing surrounded on three sides by 2.5m tall glazed privacy screens. The daylight to and outlook from these windows is already compromised by the application building and boundary treatment including a 1.8m high trellis at second floor level and high level planting. The second floor of the annexe building would have full height glazed door openings on the eastern rear elevation facing onto the rear extension at no. 34-35. The annexe would be 0.7m higher than the existing building; however a replacement 1.8m trellis on the boundary with no. 34 would restrict any overlooking between the properties. The increase in the height of the replacement building along this shared boundary would not result in additional harmful loss of outlook to the windows in the rear elevation of the main house or the two storey rear extension at no. 34-35 above that which is currently experienced at present.

A daylight and sunlight study has been submitted in support of the application to assess the impact on the neighbouring windows overlooking the development. The majority of the windows pass the criteria for daylight levels using the Vertical Sky Component (VSC) analysis recommended by the national BRE guidelines. The study acknowledges that the daylight received into two of the windows in the two storey rear extension of no. 34-35 is already poor: a living room window in the ground floor western side elevation and a kitchen window in the first floor western side elevation. However the proposed VSC is not significantly worse than existing and the difference complies with BRE recommendations, thus the proposal would not result in further harmful loss of daylight to these windows.

Balconies would be located at first and second floor levels on the eastern rear elevation. The first floor balcony would be enclosed by a 2m high trellis. This would prevent any overlooking into nos. 34-35 and a condition would be attached to ensure it is installed prior to the use of the balcony. There is an existing balcony at second floor level within 1.2m of the boundary with nos. 34-35. The proposed replacement balcony at this level would be set back 1.4m and would be enclosed by metal railings. The balcony would not introduce any further harmful overlooking than already currently exists. Therefore a condition requesting an obscure glazed screen is not considered necessary in this instance.

- 3 It is also proposed to install window openings in the second floor eastern side elevation of the part of the annexe closest to the boundary with no. 34-35 that serves the new staircase. It is proposed to obscure glaze these windows and this would be secured by condition.

The proposal is not considered to cause any adverse impacts on the amenity of any other adjoining residential occupiers.

No objections have been received prior to making this decision. The planning history of the site has been taken into account when coming to this decision.

Due to the extent of the demolition and the fact that this is a Grade I listed building, there is likely to be significant impacts on highway, transport and amenity conditions arising out of construction, thus a Construction Management Plan would be required. This would be secured by a S106 legal agreement. A highways contribution would also be required to ensure that any damage caused to the footway during construction is repaired.

As such, the proposed development is in general accordance with policies CS5, CS14, CS15 and CS19 of the London Borough of Camden Local Development Framework Core Strategy, and policies DP20, DP24, DP25 and DP26 of the London Borough of Camden Local Development Framework Development Policies. The proposed development also accords with the relevant policies of the London Plan 2016 and the National Planning Policy Framework.

- 4 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts which cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 6941).
- 5 Your proposals may be subject to control under the Party Wall etc Act 1996 which covers party wall matters, boundary walls and excavations near neighbouring buildings. You are advised to consult a suitably qualified and experienced Building Engineer.
- 6 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You are advised to consult the Council's Noise and Licensing Enforcement Team, Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 4444 or on the website <http://www.camden.gov.uk/ccm/content/contacts/council-contacts/environment/contact-the-environmental-health-team.en> or seek prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.
- 7 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.

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

Supporting Communities Directorate

DRAFT

DECISION

DATED 24 August 2017

(1) DAN FRIIS

and

(2) THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF CAMDEN

A G R E E M E N T
relating to land known as
33 Fitzroy Square, London W1T 6EU
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended) and
Section 278 of the Highways Act 1980

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

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