

Agreement under Section 106 of the Town and Country Planning Act 1990

Date: 2022

Between:

1. **Three Rivers District Council** of Three Rivers House, Northway, Rickmansworth, Herts, WD3 1RL (“the Council”) and
2. **Hertfordshire County Council** of County Hall, Hertford, Hertfordshire, SG13 8DE (“the County Council”) and
3. **BCL (Maple Cross) LLP** (Co. Regn. No. OC420625) whose registered office is situate at Grafton House, Pury Hill Business Park, Towcester, Northamptonshire, NN12 7LS (“the Owner” (which expression shall include the Owner’s successors in title))

WHEREAS

- (1) The Council and the County Council are local planning authorities for the purposes of the 1990 Act for the area in which the Site is situate and as such are the local planning authorities entitled to enforce the planning obligations hereinafter recited
- (2) The County Council is the Highway Authority for Hertfordshire
- (3) The Owner is the freehold owner of the whole of the Site
- (4) On 17 December 2021 the Owner appealed to the Secretary of State against the non-determination of the Planning Application by the Council

and the appeal was given reference APP/P1940/W/21/3289305 (“the **Appeal**”).

- (5) The purpose of this Deed is to secure the obligations set out herein which the parties agree are necessary to ensure the Development is acceptable in planning terms and otherwise satisfy the requirements of regulation 122 of the Community Infrastructure Levy Regulations 2010

NOW THIS DEED WITNESSETH as follows:

OPERATIVE PART

1 DEFINITIONS

- 1.1 In this Deed the following expressions shall have the following meanings:-

“**the 1990 Act**” means the Town and Country Planning Act 1990 (as amended);

“**Appeal**” means the appeal lodged with the Secretary of State (reference number APP/P1940/W/21/3289305) following the non-determination of the Planning Application by the Council;

“**Application Site**” means the land which is the subject of the Planning Application and which is shown edged blue on the Plan

“**Biodiversity Net Gain Contribution**” means the sum of one hundred and forty two thousand eight hundred pounds (£142,800.00) index linked in accordance with clause 7.2 (or such alternative sum as set out by the Inspector in his/her Decision Letter in accordance with clause 3.3 of this Deed) as a contribution towards the provision and future management for a period of twenty five (25) years of an area of species rich grassland in a location within proximity of the Site which in the opinion of the Council will

deliver 11.90 Biodiversity Units applying Natural England's Biodiversity Metric Version 2

“Commencement Date” means the date on which any material operation (as defined in Section 56(4) of the 1990 Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements, ground water monitoring and the expressions “Commence”, “Commences”, “Commencement” and “Commenced” shall be construed accordingly;

“Development” means the development of the Application Site to provide 2 no. warehouse Class E(giii)/B2/B8 units comprising a total of 16,115 sqm including 1,882 sqm ancillary E(gi) office space, access, landscaping and associated works set out in the Planning Application;

“Director of Environment” means the County Council's Director of Environment and Commercial Services for the time being and his agents;

“GTP Guidance” means the County Council's document entitled 'Developing a Green Travel Plan – A Guidance Note' which can be found at <http://www.hertsdirect.org/envroads/roadstrans/transplan/hdc/greentravelplans/>

“Interest” means interest at 4% above the base rate of Barclays Bank plc from time to time

“Occupy” “Occupation” and “Occupied” means occupation for the purposes of the Planning Permission but not including occupation by personnel engaged in the construction fitting out or decoration or occupation for marketing or display or occupation in relation to security operations

“Plan” means the plan annexed to this Deed;

“Planning Application” means the application for **full** planning permission dated 4th March 2021 bearing the Council’s reference number 21/0573/FUL and received on 5th March 2021;

“Planning Permission” means the permission granted pursuant to the Appeal;

“Site” means that part of the Application Site shown for identification purposes only edged red on the Plan appended to this Deed, situate to the west of Denham Way, Maple Cross, Rickmansworth, Herts registered at the Land Registry with Title Absolute under the Title Number HD542735;

“Statutory Undertaker” means a statutory undertaker under Section 262(3) of the 1990 Act;

“Travel Plan” means the travel plan to be submitted by the Owner pursuant to paragraph 2.1.1 of Schedule 1 and approved by the County Council];

“Travel Plan Annual Review” means a data collection study reviewing and monitoring the provisions of the Travel Plan (as more fully set out therein) carried out annually in accordance with the

provisions of paragraph 2.4.4 of Schedule 1 and all monitoring that forms part of the Travel Plan Annual Review is to be carried out in accordance with the provisions of the Travel Plan Guidance

;

“Travel Plan Coordinator” means the person appointed by the Owners and approved by the County Council who shall be responsible for managing on behalf of the Owner the implementation monitoring progression reporting and review of the Travel Plan in order to achieve its objectives and targets;

“Travel Plan Evaluation and Support Contribution” means the sum of six thousand pounds (£6,000.00) (index linked in accordance with clause 7.1) as a contribution towards supporting the implementation, processing and monitoring of a Travel Plan

“Travel Plan Guidance” means the County Council’s document entitled ‘Travel Plan Guidance’ (as current at the time of application) which can be found at <https://www.hertfordshire.gov.uk/travelplans>;

“Travel Plan Remedial Measures Notice” means a notice in writing served on the Owner via the Travel Plan Co-ordinator by the County Council where the Owner has failed to meet one or more of the targets identified in the Travel Plan specifying the remedial measures and/or actions required to be taken by the Owner to remedy the failed implementation towards the agreed targets with a reasonable time provision.

“Working Day” means any day other than a Saturday or a Sunday or a Public Holiday;

1.2 In this Deed:-

1.2.1 the clause headings do not affect its interpretation;

- 1.2.2 words of the masculine gender shall incorporate the feminine and neuter genders and words of the singular shall include the plural and vice versa;
- 1.2.3 the reference to any statute or section of a statute includes any modification extension or re-enactment of that Act for the time being in force and shall include all instruments orders plans regulations permissions and directions for the time being made issued or given under that Act or deriving validity from it;
- 1.2.4 any reference to a clause, a paragraph or a schedule is unless the context otherwise requires a reference to a clause, a paragraph or a schedule of this Deed and any reference to a sub clause is a reference to a sub clause of the clause in which the reference appears;
- 1.2.5 references to the Site include any part of it;
- 1.2.6 where two or more people form a party to this Deed the obligations they undertake may be enforced against them all jointly or against each of them individually;
- 1.2.7 references to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the Council and the County Council the successors to their respective functions;
- 1.2.8 any covenant by the Owner not to do any act of thing includes a covenant not to permit or allow the doing of that act or thing and words denoting an obligation on the Owner

to do any act matter or thing include an obligation to procure that it be done;

2 EFFECT OF THIS DEED

- 2.1 This Deed is entered into pursuant to Section 106 of the 1990 Act. To the extent that they fall within the terms of Section 106 of the 1990 Act the obligations contained in this Deed are planning obligations for the purposes of Section 106 of the 1990 Act and are enforceable by the Council and the County Council;
- 2.2 To the extent that any of the obligations contained in this Deed are not planning obligations within the meaning of the 1990 Act, they are entered into pursuant to the powers contained in Section 111 Local Government Act 1972, Section 2 Localism Act 2011 and all other enabling powers;
- 2.3 The Owner enters into the obligations for itself and its successors in title with the Council and the County Council to the intent that the obligations hereunder shall be enforceable not only against the Owner but also against the successors in title of the Owner and any person claiming through or under the Owner an interest or estate in the Site or any part thereof

3 CONDITIONALITY

- 3.1 Subject to Clause 3.2, the obligations in this Deed are conditional on and will not take effect until the grant of Planning Permission
- 3.2 The obligations in Clause 4.1.5 will take effect on delivery of this Deed
- 3.3 If the Planning Inspector authorised to determine the Appeal concludes in his/her decision letter (“**Decision Letter**”) that:

3.3.1 the planning obligations set out at Schedule 1 of this Deed are incompatible with any one or more of the tests for planning obligations set out in Regulation 122 of the Community Infrastructure Regulations (2010) (as amended) (“the **CIL Regulations**”); and

3.3.2 he/she therefore attaches no weight to that planning obligation THEN those planning obligations referred to in his/her Decision Letter as being incompatible with any one or more of the tests for planning obligations set out in Regulation 122 of the CIL Regulations shall, from the date of the Decision Letter, immediately cease to have effect in relation to the Planning Permission and no person shall be under any obligation to comply with it;

3.3.3 If the Inspector specifically states in his/her Decision Letter that any obligation (or any part of an obligation) contained within this Deed where it relates to a financial contribution, would meet the requirements of regulation 122(2) of the CIL Regulations if the amount was reduced, the amount of money payable under the relevant obligation shall take effect as if the amount payable was the reduced amount stated in the Decision Letter;or

3.3.4 If the Inspector specifically states in his/her Decision Letter that any obligation to pay the Biodiversity Net Gain Contribution, would meet the requirements of regulation 122(2) of the CIL Regulations if its amount was increased, the amount of Biodiversity Net Gain Contribution payable shall take effect as if the amount payable was the increased amount stated in the Decision Letter PROVIDED THAT the amount payable by the Owner shall not exceed £430,000.00 (index linked in accordance with clause 7.2).

3.4 If the Planning Inspector authorised to determine the Appeal makes no reference in his/her Decision Letter to the matters referred to in Clause 3.3

or concludes that any planning obligation as set out at Schedule 1 does meet the tests for planning obligations set out in Regulation 122 of the CIL Regulations in his/her Decision Letter THEN the relevant provisions of this Deed shall be deemed consistent with the requirements of the CIL Regulations and fully enforceable in accordance with the terms of section 106 of the 1990 Act

4 OWNER'S COVENANTS

4.1 The Owner covenants with the Council and County Council:-

4.1.1 to observe and perform the covenants restrictions stipulations and obligations contained in Schedule 1 hereto

4.1.2 to give the Council and the County Council no less than ten (10) Working Days notice of the Commencement Date such notice to be given prior to the Commencement Date in writing using the proforma set out in Schedule 2 hereto

4.1.3 to give the Council and the County Council no less than ten (10) Working Days notice of the Occupation of the Development such notice to be in writing using the proforma set out in Schedule 2 hereto

4.1.4 to give the Council and the County Council no less than ten (10) Working Days notice of Completion of the Development such notice to be in writing using the proforma set out in Schedule 2 hereto

4.1.5 upon completion of this Deed pay to the Council and the County Council their costs in connection with the preparation negotiation and completion of this Deed

5 COUNTY COUNCIL'S COVENANTS

- 5.1 The County Council hereby covenants with the Owner to use all sums received from the Owner under the terms of this Deed for the purpose(s) specified in this Deed for which they are paid
- 5.2 The County Council further covenants with the Owner that it will pay to the Owner a sum, equal to the amount of any payment made by the Owner to the County Council under this Deed which has not been expended in accordance with the provisions of this Deed within ten (10) years of the date of receipt by the County Council of such payment together with interest on such unexpended sum from the date of receipt to the date of payment at the rate from time to time prescribed under the Land Compensation Act 1961

6 COUNCIL'S COVENANTS

- 6.1 The Council hereby covenants with the Owner to use all sums received from the Owner under the terms of this Deed for the purpose(s) specified in this Deed for which they are paid
- 6.2 Following receipt by the Council of the Biodiversity Net Gain Contribution the Council covenants at its absolute discretion to either:
- 6.2.1 Utilise the Biodiversity Net Gain Contribution by providing an area of species rich grassland in a location within proximity of the Site which in the opinion of the Council will deliver 11.90 Biodiversity Units applying the Natural England Biodiversity Metric Version 2 and thereafter manage and maintain that area for 25 years, **OR**

6.2.2 Pay the Biodiversity Net Gain Contribution to a third party following receipt of details of a written scheme from that third party which would if delivered (in the opinion of the Council) secure the provision and thereafter management and maintenance for 25 years of an area of species rich grassland in a location within proximity of the Site delivering 11.9 Biodiversity Units applying the NE Biodiversity Metric Version 2

6.3 The Council covenants with the Owner that in the event it has:

6.3.1 not provided an area of species rich grassland in a location within proximity of the Site which in the opinion of the Council will deliver 11.90 Biodiversity Units applying the Natural England Biodiversity Metric Version 2, utilising the Biodiversity Net Gain Contribution, or

6.3.2 not made arrangements for the transfer of the Biodiversity Net Gain Contribution to a third party in accordance with the terms of Clause 6.2.2 above

within **5 years** of the date of receipt of the Biodiversity Net Gain Contribution or Commencement (whichever is the later date) it will repay to the Owner (in this case meaning the owner of the Site at the time that the Biodiversity Net Gain Contribution payment was made or such or party nominated by that person from time to time) a sum, equal to the amount of any payment made by the Owner to the Council under this Deed which has not been expended in accordance with the provisions of this Deed together with Interest on such unexpended sum from the date of receipt to the date of payment

7 INDEXATION

- 7.1 The Travel Plan Evaluation and Support Contribution shall be index-linked so that it shall be adjusted in proportion to the increase (if any) in the Retail Prices Index (All Items) from January 2014 to the finalised figure applicable to the month in which the Travel Plan Evaluation and Support Contribution is paid;
- 7.2 The Biodiversity Net Gain Contribution shall be index-linked by reference to any increase in the Retail Prices Index (All Items) from the Date of this Deed to the finalised figure applicable to the quarter in which the Biodiversity Net Gain Contribution is paid
- 7.3 Any money payable to the County Council under this Deed shall be paid in full without deduction or set-off and if not paid on the date due shall in every case bear Interest on so much thereof as shall from time to time be due and owing from the date the payment was due to the date of actual payment.

8 MISCELLANEOUS

- 8.1 The Owner hereby warrants that it is the owner of the freehold of the Site and that no other party has an interest in the Site save as disclosed in writing to the Solicitor to the Council of the Council and the County Secretary of the County Council prior to completion of this Deed
- 8.2 This Deed shall be registered as a local land charge by the Council
- 8.3 Notwithstanding the provisions of the Contracts (Rights of Third Parties) Act 1999 nothing in this Deed confers or purports to confer any right to enforce any of the terms and provisions herein on any person who is not a party hereto or a successor in title or a statutory successor to a party hereto

8.4 . Any notice to the parties hereto under this Deed shall be deemed to be sufficiently served if delivered personally or sent by recorded delivery service to the following officials/persons at the respective addresses hereinafter specified:

<u>In respect of the Owner :</u>	<u>In respect of the Council:</u>	<u>In respect of the County Council:</u>
Grafton House, Pury Hill Business Park, Towcester, Northamptonshire, NN12 7LS	Mrs Julie Scott (The Monitoring Officer) Three Rivers District Council Three Rivers House Northway Rickmansworth Herts WD3 1RL	The Chief Legal Officer, Hertfordshire County Council, County Hall, Pegs Lane, Hertford, Herts SG13 8DE (ref : 17900)
or such other address notified from time to time to the Council and the County Council in writing		

8.5 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provision of this Deed.

8.6 Nothing in this Deed shall be construed as imposing a contractual obligation upon the Council as to the issue of the Planning Permission or as restricting the exercise by the Council or the County Council of any powers exercisable by them respectively under the 1990 Act or under any other Act or authority

8.7 No waiver whether express or implied by the Council or the County Council of any breach or default by the Owner in performing or observing any of the obligations contained herein shall constitute a continuing waiver and no such waiver shall prevent the Council or the County Council from enforcing the relevant obligations or from acting upon any subsequent breach or default

- 8.8 This Deed shall cease to have any effect (insofar only as it has not been complied with) if the Planning Permission shall be quashed revoked or otherwise withdrawn or if the Commencement Date has not been initiated in accordance with section 56 of the 1990 Act before the expiration of the period specified in the Planning Permission
- 8.9 Where the approval, consent, expression of satisfaction, agreement, confirmation or certification of the Council or County Council or any officer of the Council or County Council is required for any purpose under or in connection with the terms of this Deed such approval, consent, expression of satisfaction, agreement, confirmation, or certification shall not be unreasonably withheld or delayed
- 8.10 Without prejudice to the Council's and the County Council's statutory rights the Owner hereby grants to the Council and the County Council or any person duly authorised or instructed by them an irrevocable licence at all reasonable times to enter the such parts of the Site to inspect any of the works to be carried out for the purposes of the Development and any materials to be used in carrying out those works for any purpose directly or indirectly connected with or contemplated by this Deed.
- 8.11 This Deed shall not bind or be enforceable against the following (or those deriving title through or under them):
- 8.11.1 any person after it has disposed of all of its interest in the Site but without prejudice to the liability of any such person for any subsisting breach of this Deed prior to parting with such interest;
 - 8.11.2 any Statutory Undertaker or other person with any interest in any part of the Site for the purpose who after the date hereof acquires any part of the Site or interest therein for the purpose of carrying out its statutory undertaking.

9 VALUE ADDED TAX

9.1 All consideration given in accordance with the terms of this Deed shall be exclusive of any valued added tax properly payable

10 JURISDICTION

10.1 This Deed is governed by and interpreted in accordance with the law of England and Wales

IN WITNESS whereof the parties hereto have executed this Deed but the same remains undelivered until the day and year first before written

SCHEDULE 1

The Owners Covenants stipulations and Obligations

1 Travel Plan Evaluation and Support Contribution

- 1.1 To pay the Travel Plan Evaluation and Support Contribution to the County Council prior to the Commencement Date
- 1.2 Not to Commence the Development until the Travel Plan Evaluation and Support Contribution have been paid in accordance with paragraph 1.1 of this Schedule

2 Travel Plan

- 2.1 Prior to first Occupation of the Development
 - 2.1.1 To submit a draft Travel Plan for written approval to the County Council and obtain such approval
 - 2.1.2 To nominate a Travel Plan Coordinator for written approval of the County Council and obtain such approval and such nomination shall include contact details for the proposed Travel Plan Coordinator and the nature of their relationship to the Owners
- 2.2 Not to Occupy nor cause nor permit Occupation of the Development until the Travel Plan has been submitted to and approved by the County Council.
- 2.3 To carry out baseline surveys and submit an updated Travel Plan to the County Council to be approved, including amended targets where relevant, within 3 months of first Occupation of the Development.

- 2.4 To at all times during Occupation of the Development:
- 2.4.1 comply with the terms of the Travel Plan including but not limited to implementing any actions by the specified dates in the Travel Plan.
 - 2.4.2 promote and publicise the agreed Travel Plan to owners occupiers and visitors to the Development
 - 2.4.3 implement the Travel Plan by the dates or within the time limits set out in the Action Plan section of the Travel Plan
 - 2.4.4 carry out the Travel Plan Annual Review annually on the corresponding calendar month for a period of 5 years commencing one year after Occupation and submit a written report setting out the findings of such review to the County Council within three (3) calendar months from the date of each Travel Plan Annual Review such report shall include (but shall not be limited to) recommendations for amendments or improvements to the approved Travel Plan whether or not the objectives of the Travel Plan have been achieved.
 - 2.4.5 comply with any variations or amendments to the Travel Plan permitted by this Deed which shall in addition include any reasonable amendments or improvements required by the County Council following review of the report submitted in sub-paragraph 2.4.4 above and notified in writing to the Owners within three (3) calendar months from the date of receipt of such report.
 - 2.4.6 That it will in relation to the Site include in any tenant's lease or occupier's licence of any part or parts of the Site a covenant that the purchaser tenant or occupier will comply with the approved Travel Plan for such part or parts of the Site once it has been approved by the County Council and further that it will use all

reasonable endeavours to enforce such obligation against any such purchaser tenant or occupier

2.4.7 Within twenty (20) Working Days of the letting of the Site or any part or parts thereof it will procure the delivery to the County Council of a notice giving the following details

- 2.4.7.1 the name and address of the purchaser and/or tenant;
- 2.4.7.2 a description of the premises demised;
- 2.4.7.3 the length of the term; and
- 2.4.7.4 a sufficient extract of the lease setting out the terms of the covenant expressed in favour of the County Council in relation to the Travel Plan

3 Travel Plan Remedial Notice

3.1 If a Travel Plan Remedial Measures Notice is served upon the Owner by the County Council the Owner shall carry out the measures and actions specified in the Travel Plan Remedial Measures Notice in accordance with the timescales set out within it;

3.2 If in the reasonable opinion of the County Council the Owner has failed to comply with the Travel Plan Remedial Measures Notice within the timescales specified therein Owner acknowledges that they will be in breach of this Agreement and that the County Council may take such further action in respect of that breach or breaches as it considers appropriate without further recourse to the Owner

4 Biodiversity Net Gain Contribution

4.1 To pay the Biodiversity Net Gain Contribution to the Council prior to the Commencement Date

4.2 Not to Commence nor permit Commencement until the Biodiversity Net Gain Contribution has been paid in accordance with paragraph 4.1.1 of this Schedule

SCHEDULE 2

PROFORMA

EVENT NOTIFICATION AND PAYMENT

PURSUANT TO SECTION 106 AGREEMENT/UNILATERAL UNDERTAKING

DATED

MADE BETWEEN

PLANNING PERMISSION REFERENCE.....

HCC DU REFERENCE

SITE ADDRESS

SITE OWNER DETAILS

Name

Contact name

Address

Telephone nos.

Main

Mobile

Email

EVENTS BEING NOTIFIED

Commencement Date – date :.....

Occupation of Development (Number if relevant) – date:.....

Completion of Development – date:

COMPLIANCE WITH OBLIGATION(S)

Schedule **Paragraph**

Details of obligation and compliance

.....

PAYMENT OF S106 CONTRIBUTIONS

Payment Type	Amount	Interim Indexation	Final Indexation	Total	Payable to
Example Education (primary)	X £	Y £	Z £	X+Y £	Herts County Council

Payment of S106 contributions can be made by BACS, CHAPS or cheque. In any event the form should be completed to ensure the payment is identified correctly and forward to:

- a) The County Secretary
Hertfordshire County Council
County Hall,
Pegs Lane
Hertford
Hertfordshire
SG13 8DE

(Ref : 17900)

- b) To Three Rivers District Council, Three Rivers House, Northway,
Rickmansworth, Herts WD3 1RL

The COMMON SEAL of _____)
THREE RIVERS DISTRICT COUNCIL)
COUNCIL was hereunto affixed)
in the presence of:-)

[The COMMON SEAL of _____)
HERTFORDSHIRE COUNTY)
was hereunto affixed to this)
Deed in the presence of:-)

EXECUTED as a Deed by _____)
BCL 2017 (Maple Cross) LLP _____)
acting by two of its Members _____)
or by one member in the presence of _____)

Member:

Member:

Name:-

Name:-

Signature:-

Signature:-

Witness Signature:-

Witness Name:-

Witness Address:-

Date 2022

THREE RIVERS DISTRICT COUNCIL

and

HERTFORDSHIRE COUNTY COUNCIL

and

BCL (MAPLE CROSS) LLP

Deed of Agreement pursuant to S.106
Town and Country Planning Act 1990
(as amended) in relation to the
development of Site at land situate to the
west of Denham Way, Maple Cross,
Rickmansworth, Herts

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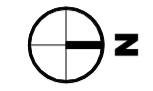
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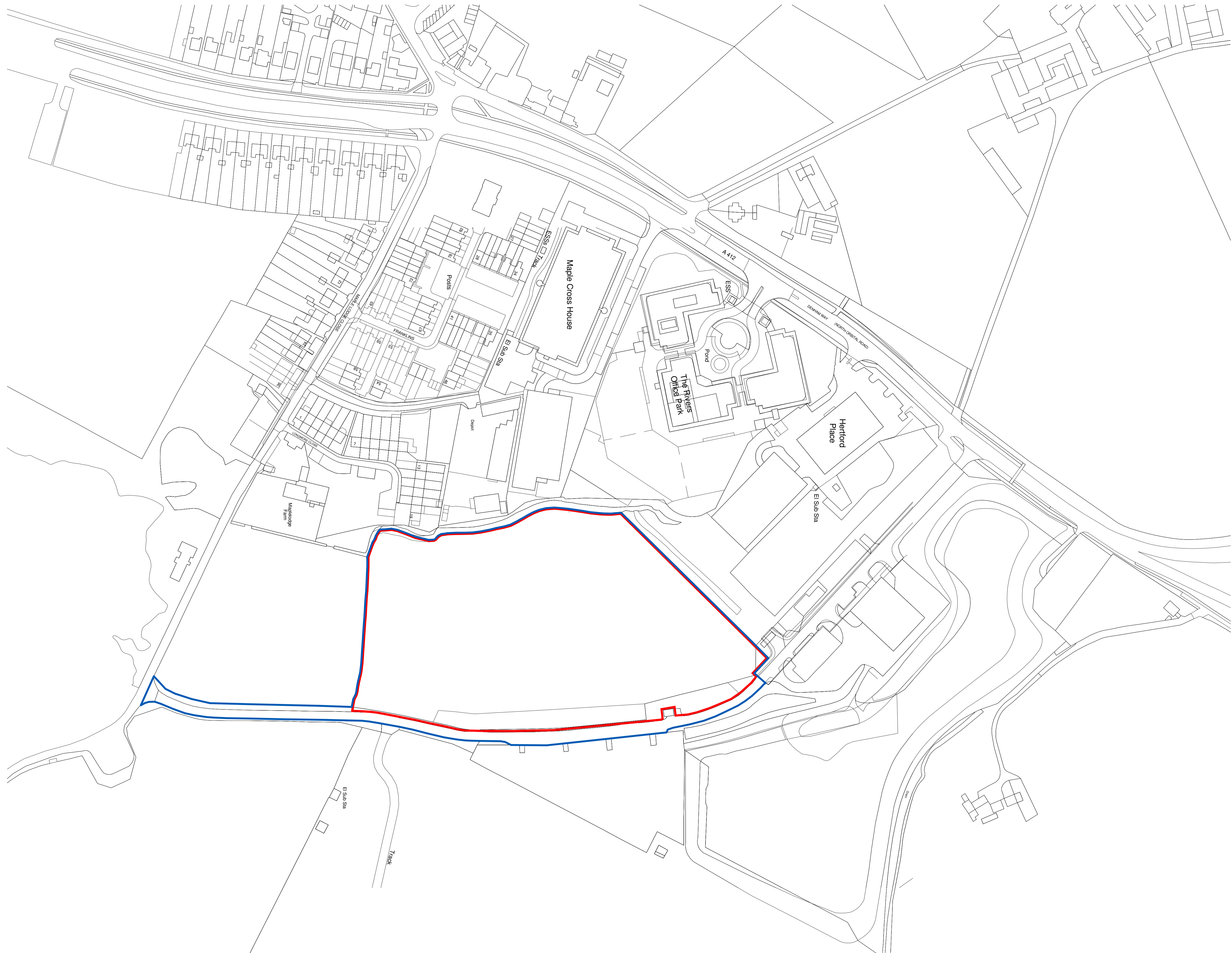
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Hazard Identification		
ref	hazard	date



P6	Site ownership and site application boundaries indicated	JC	28.02.20	JP
P5	Red line boundary amended	PC	25.09.19	JP
P4	Information updates in line with comments received	PC	14.06.19	DCNR
P3	Issued for PLANNING	PC	12.06.19	DCNR
P2	Updated as requested by the client	PC	07.06.19	DC
P1	First Issue	PC	07.06.19	DC

Rev	Revision Details	Drawn	Date	Checked

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Project Management • Architecture • Building Surveying • Cost Consultancy

Client
 BCL (Maple Cross) LLP

Project
 Land at Maple Lodge Close, Maple Cross, Rickmansworth

Drawing Title
 Site Location Plan

Status Purpose of Issue
 S2 SUITABLE FOR INFORMATION

Drawn by PC **Created** 07.06.2019
C4 Job no. 17-019 **Scale** 1:1250 @ A1

Dwg no.	Rev
17019-C4P-AV-00-DR-A-0100	P6