

The National Trust

Interested Party Reference number: 20045225

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Application by Rampion Extension Development Limited for an Order Granting Development Consent for the Rampion 2 Offshore Wind Farm Project

Further to the Infrastructure Planning (Examination Procedure) Rules 2010 (as amended) –Rule 8 letter as received, please see the additional written representations in regard to our registration in the examination as an interested party, ref 20045225.

Lease and Easement of Land at Washington

These written representations relate to National Trust land at Washington comprising land parcels identified in the Book of Reference as follows;

	Book of reference numbering
Visibility splays / highways land	= 21/32, 21/33 and 21/36
Construction access (aka dairy meadow)	= 21/37
Jockey's meadow	= 22/7
And additionally land at Climping, Climping	= 1b/3, 4, 5 and 1/5 and 1/6

From the Book of Reference, it is noted that exclusive possession is required on some or all of these land plots at Washington. The National Trust has been discussing easement agreements with the applicant in respect of these land parcels for some time, but it is now understood that exclusive possession of part of the land is needed and will therefore require the provision of a lease over that land during the construction phase of the development in addition to a longer term easement.

Section 4(1) of the National Trust Act 1907 establishes the National Trust “for the purposes of promoting the permanent preservation for the benefit of the nation of lands and tenements (including buildings) of beauty or historic interest and as regards land for the preservation (so far as practicable) of their natural aspect features and animal and plant life.”

One of the key statutory provisions that enables the Trust to fulfil this charitable object is the ability to declare land that is considered of significant historic interest or natural beauty “inalienable” pursuant to section 21 National Trust Act 1907. This means that the National Trust commits to holding the land forever, for the benefit of the nation, and so that land cannot be voluntarily disposed of by the National Trust. The land at Washington was declared inalienable, pursuant to section 21 (2) National Trust Act 1907 on 14th October 1942.

The developer has been made aware that the exception to this is that National Trust land can be compulsorily acquired or transferred under threat of compulsory acquisition. However, such is the status of inalienable land that the Planning Act 2008 adds a layer of scrutiny when such a transaction is in prospect. Should the National Trust object to a compulsory acquisition of inalienable land or rights over inalienable land and not withdraw its objection before the confirming authority reaches the point of deciding whether to confirm it, the application must be referred to Special Parliamentary Procedure. When deciding whether or not to maintain its objection the National Trust will take into account a number of considerations including the impact on the inalienable land as a whole and any associated benefits and mitigations which are offered to reduce or nullify the harm the development will cause. The National Trust will also seek to ensure that any mitigations or benefits are secured by legally binding obligations on the acquiring authority and/or other parties. To date, the parties have engaged in meaningful discussions and hope to reach a positive conclusion but there are a number of issues to resolve, not least the interaction between the proposed development and the existing tenancy, the details of which are explained below.

The land at Washington is held under a tenancy agreement by the Lorica Trust. Although the lease arrangements reserve an ability to grant wayleaves and easements over the land to the National Trust, these reserved rights are not extensive enough to accommodate the rights now requested by the applicant, in particular, they do not extend to recovering possession of all or part of the land to re-let it. In any event, and in the interests of being a good landlord, the Trust is keen to ensure as far as possible that the development does not interfere with Lorica’s operations on the land without their informed consent.

Therefore, it is necessary for a sublease to be agreed between the tenant (the Lorica Trust) and the applicant, and for the National Trust to consent to such a subletting. These discussions are on-going.

As a consequence of the change in provision in regard to the Washington land the National Trust will register to be heard at the CAH1 hearing listed for the 21st May 2024.

Covenanted Land at Climping Beach

Separately, the land at Climping forming part of the DCO application, which is affected by the National Trust’s restrictive covenant (pursuant to section 8 the National Trust Act 1937) has also been subject to ongoing negotiations. At the present time a provisional agreement has been reached as to the scope of the covenant suspension and the appropriate mitigations to the proposed land use, subject to contract and governance.