

Rampion 2 Wind Farm

Category 8: Examination Documents Draft Heads of Terms for S106 Agreement with Horsham District Council Date: April 2024 Revision A

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Pursuant to: The Infrastructure Planning (Examination Procedure)
Rules 2010, Rule 8(1)(c)

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Document revisions

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draft

RAMPION 2 OFFSHORE WINDFARM

S106 HEADS OF TERMS

1. INTRODUCTION

- 1.1 These are the proposed Heads of Terms for an agreement pursuant to section 106 of the Town and Country Planning Act 1990 (as amended) (the TCPA). The agreement relates to the development consent order (“DCO”) being applied for by Rampion Extension Development Limited for the proposed Rampion 2 Offshore Wind Farm (‘Rampion 2’). The agreement would secure the delivery of required planning obligations related to Rampion 2.

2. PARTIES

- 2.1 The parties to the agreement will be:

- (1) Rampion Extension Development Limited whose registered office is Windmill Hill Business Park, Whitehill Way, Swindon, Wiltshire, England, SN5 6PB (Company Registration Number 12091939) (the “**Developer**”)
- (2) [Landowners] (the “**Landowner**”)
- (3) Hornsham District Council of Parkside, Horsham, West Sussex RH12 1RL (“**HDC**”)
- (4) [Any Mortgagees with an interest in the Obligation Land] (“the **Mortgagee**”)]

3. THE PLANNING OBLIGATIONS

- 3.1 The agreement shall contain planning obligations in respect of the following:

- 3.1.1 to provide compensation by way of a financial contribution [sum to be agreed] funding to be applied towards [up to three landscape-led nature recovery interventions by Wilder Horsham District] in the vicinity of the Project to compensate for residual adverse effects on the J3 Cowfold & Shermanbury Farmlands landscape character area which will persist on a temporary basis pending establishment of restoration and reinstatement planting. Details of the projects and locations for these works to be specified;
- 3.1.2 the application of the contributions by HDC towards the purpose for which they are paid and for no other purpose whatsoever.

4. OBLIGATION LAND

- 4.1 The obligations contained in the s106 agreement will bind [the onshore substation site and its] development under the DCO (‘the Obligation Land’). Due to the nature of the obligations (which relate to the development of the cable corridor to transmit energy to the onshore substation site and the substation site itself) this is considered to be appropriate.

5. **CONDITIONALITY**

- 5.1 The obligations contained in the agreement will be conditional upon the granting of a development consent order for Rampion 2 and the commencement of the development pursuant to the DCO. The definition of commencement will exclude the onshore site preparation works as defined in the DCO.
- 5.2 The Developer shall enter into this Agreement to bind any legal interests it has in the Obligation Land. However the Developer shall not be bound by the obligations unless and until it acquires a legal interest in the Obligation Land being more than a conditional contract or option agreement and then it shall only be liable in respect of such part of the Obligation Land as it has acquired.
- 5.3 [Any Mortgagees shall consent to the relevant Owners entering into and the completion of the Agreement. They shall declare that their interests in the Obligation Land shall be bound by the terms of the Agreement as if they had been executed and registered as land charges prior to the creation of the Mortgagees' charges. For the avoidance of doubt the Mortgagees shall have no liability under the Agreement unless and until they become mortgagees in possession in which case they shall be bound by the obligations contained herein as if they were a successor in title to the relevant Landowners].

6. **LEGAL FEES**

- 6.1 The Developer will be responsible for paying the reasonably incurred legal fees of the HDC in connection with the settlement and completion of the s106 Agreement.

