

Rampion 2 Wind Farm

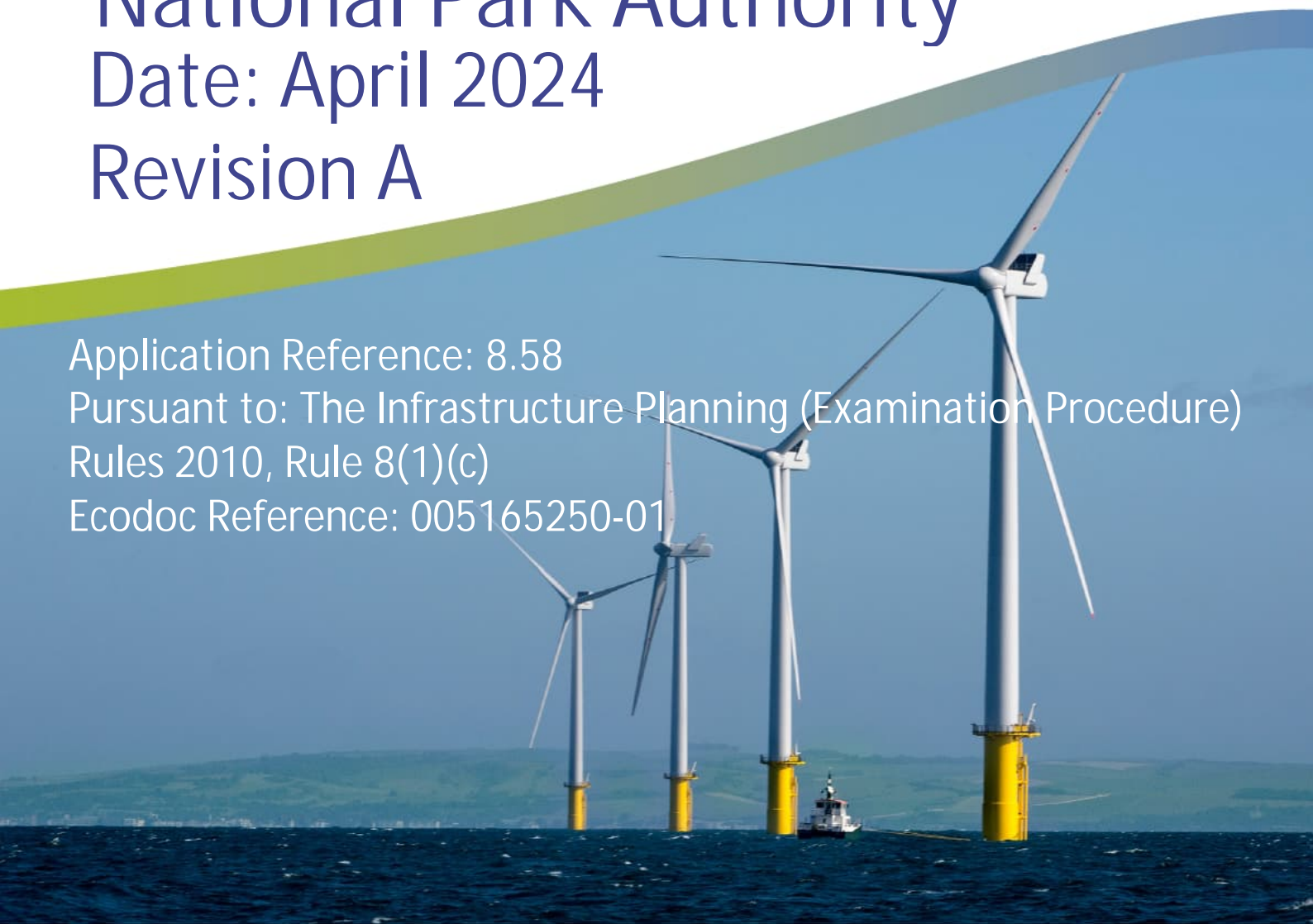
Category 8: Examination Documents Draft Heads of Terms for S106 Agreement with South Downs National Park Authority Date: April 2024 Revision A

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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) South Downs National Park Authority of South Downs Centre, North Street, Midhurst, GU29 9DH (the “**SDNPA**”)
- (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 A financial contribution (sum to be agreed) towards increased planting to offset the temporary residual adverse effects arising from removal of hedgerows and trees, on the users of the National Trail in the South Downs National Park until the new planting is established. Details of the projects and for these works to be specified;
- 3.1.2 a financial contribution (sum to be agreed) to compensate for temporary residual effects on the National Trail affected by the construction works on a temporary basis whilst it is closed or diverted. Details of the projects and locations for these works to be specified
- 3.1.3 a financial contribution (sum to be agreed) towards the offsetting and to compensate for the permanent adverse effects arising from the impacts of the offshore wind turbines on setting of the National Park and furtherance of its purposes. Details of the projects and locations [as yet not determined] for these works to be specified

3.1.4 the application of the contributions by SDNPA 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 [TBC] development under the DCO ('the Obligation Land').

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 SDNPA in connection with the settlement and completion of the s106 Agreement.

