

Rampion 2 Wind Farm

Category 8: Examination Documents Land Acquisition Strategy

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LANDOWNER ENGAGEMENT STRATEGY

How the Applicant has identified affected parties and engaged meaningfully with them

Introduction

This document has been prepared to explain how the Applicant's land acquisition strategy accords with the guidance and how the approach taken has evolved prior to and throughout the examination so as to ensure meaningful negotiation could take place with all affected parties.

This document sets out:

- Section 1: A summary of the Applicant's Initial Strategy in relation to land referencing and landowner engagement.
- Section 2: Details of the approach which has been taken to negotiations with affected landowners in respect of voluntary agreements for the acquisition of land and rights, and in respect of changes requested and made (or otherwise) to the design of the Project in response to issues raised by affected persons.
- Section 3: Confirmation as to how the Applicant's Initial strategy and ongoing approach complies with the requirements of the *DLUHC Guidance on Compulsory purchase process and The Criche! Down Rules*, and the *Planning Act 2008 Guidance related to procedures for the compulsory acquisition of land*
- Section 4: Details of the Applicant's proposed post-consent engagement strategy

1. Initial Strategy

- 1.1. The approach to the identification of affected parties and the approach to be taken to engaging with them was set out in paragraph 2.7 of the Statement of Reasons, and Appendices 2, 3, and 4 of the same ("the Initial Strategy").

Identifying Persons with an interest in land (PILs)

- 1.2. In accordance with the Initial Strategy, the Applicant has carried out diligent inquiries to identify all PILs within the Order Limits in accordance with section 44 of the PA 2008. Such persons are listed in the Book of Reference **[PEPD-014]** and have been consulted in respect of the Application in accordance with section 42 of the PA 2008. This is further explained in the Consultation Report **[APP-027]**. Diligent inquiries to identify PILs and those

with a potential claim were undertaken by the Applicant's land referencing supplier, Carter Jonas.

- 1.3. The Statement of Reasons, Appendix 3 **[APP-021]** provides details of the land referencing methodology, including the process of diligent inquiry undertaken to identify and contact persons and entities with interests in land in respect of each Category of persons as defined by section 44 of the PA 2008.

Unknown interests

- 1.4. There are a number of interests identified in the Book of Reference **[PEPD-014]** in respect of which it has not been possible to identify ownership. These are marked as ["Unknown"] in the Book of Reference to acknowledge where despite diligent inquiry having been carried out it has still not been possible to obtain ownership information. The Applicant has carried out searches and enquiries with the Land Registry, site visits and notices have been erected on site to seek to identify unknown landowners or persons with an interest in the land.
- 1.5. Where no responses to notices were received in respect of land or particular interests in the land, these have been identified as 'unknown'. Where responses have been received, further due diligence has been carried out and the details of the owners and occupiers was then noted in the Book of Reference accompanying the Application.

Initial engagement with landowners

- 1.6. Initial desktop land referencing was carried out from May through to September 2020. All relevant landowners, lessees, tenants and occupiers who were identified following diligent inquiry were notified about the Proposed Development and included in the consultation process. The Project proposals were presented in virtual exhibitions held between 14 January and 11 February 2021 to raise awareness of the Project and invite feedback on routing and constraints and any other issues that stakeholder organisations and the local community (including Interested Parties) considered should be taken into account, so as to help shape the proposals.
- 1.7. Contact land referencing was carried out on the route alignment and substation sites and Request for Information forms (RFI) were issued in July and August 2021 to confirm details of Interested Parties.

2. Approach to Negotiations

- 2.1. Contact then continued as part of the consultation held during the pre-DCO submission stage in relation to aspects such as surveys and cable route

design. Carter Jonas attended meetings, with members of the Project team where appropriate, and held conversations with Interested Parties, to discuss the Project and take account of concerns and constraints that were raised in respect of the proposed project, in particular with regard to cable route alignment and the impact that this may have on Interested Parties' use of their land. Throughout the process enquiries from Interested Parties were responded to in a timely fashion and where issues were raised these were fed back to the Project team so as to be taken into account in the cable route design decision-making process. Once reviewed by the Project team, feedback was provided to the Interested Parties via Carter Jonas.

- 2.2. As a result of the consultations, cable route amendment and construction related change requests have been subject to review by the Project team during the evolution of the Project design. Changes have been accommodated where these were justified on environmental and engineering grounds.
- 2.3. To enable necessary access for surveys to inform environmental assessment work, discussions were held with Interested Parties to negotiate survey license agreements. Where survey access consent was not forthcoming follow up calls were made to affected parties and subsequent correspondence was sent setting out the Project's requirement and explaining the availability of survey access powers pursuant to section 172 of the Housing and Planning Act 2016 in the absence of agreement being reached.
- 2.4. In October 2022 notices were served pursuant to section 42 of the Planning Act 2008 on previously identified and newly identified Interested Parties to communicate onshore cable modifications proposals through the formal consultation process. Drop-in events in 2022 were held on 1st November at Arundel Town Hall, 2nd November at Arun Yacht Club, Littlehampton, 11th November at Ashurst Village Hall and 12th November at Washington Village Memorial Hall, and newly identified Interested Parties were invited to these to facilitate face-to-face discussions. These events were attended by Interested Parties and their land agents / advisors. Feedback was requested from Interested Parties on the onshore cable route associated with the modifications that were being proposed as a consequence of the ongoing consultation and further engineering and environmental work.
- 2.5. From December 2022 through to March 2023 further land referencing was carried out to refresh details of all Interested Parties. This included the re-issuing of RFI forms and obtaining up to date title documents from the Land Registry.
- 2.6. The Applicant has communicated its requirements for the Proposed Development with Interested Parties and their agents as set out within the

Land Rights Tracker since the first statutory consultation in 2021. Discussions have been ongoing since 2021 with Interested Parties with a view to entering into negotiations to acquire land or rights over the Order Land as necessary. This process included providing an explanation of the way in which the Interested Parties' land would be required for the Proposed Development.

- 2.7. Key Terms for the voluntary acquisition of the land/rights required in relation to the cable route alignment and associated access routes thereto were discussed with Category 1 landowners and their agents / advisors. In the majority of cases written Key Terms for agreement were issued in March 2023. The timing of issuing of Key Terms has been driven by and continues to be in accordance with and in response to landowner engagement. Negotiations continue to be held with individual landowners and their land agents / advisors.
- 2.8. Discussions with Category 1 landowners in connection with the construction and operation access land and site compounds is ongoing. Key Terms for voluntary acquisition of the necessary rights have been issued to Category 1 landowners. However, in respect of Category 1 tenants and occupiers who have an interest in the land, where appropriate, discussions will be held with those parties to facilitate completion of the option agreement with the landowner with associated leases and term easements being agreed with tenants and occupiers and documented through the signing of a Tenant Consent Form.
- 2.9. In respect of Category 1 and Category 2 Interested Parties that are within the Order Land, where temporary rights will be required to facilitate temporary working areas and road verges, discussions with individual parties have been held to appraise them of the Project's requirements.
- 2.10. Throughout the engagement period the Project team and Carter Jonas have taken pro-active steps through formal consultation and informal engagement to explain the land requirements to all Interested Parties so they are fully apprised of the project requirements and progress. This has enabled direct and indirect impacts to be fully understood and to enable mitigation measures that may appropriately be implemented, which has helped to shape the proposals and where possible enabled changes to designs to minimise the impact on landowners.
- 2.11. Carter Jonas has sought to agree Key Terms and negotiate option agreements to acquire the land and permanent rights over the Order Land that the Project requires. Key Terms were issued for an option agreement to enter into a 99 year Deed of Easement for the grant of the rights associated with the cable route and operational accesses. For the

construction accesses and site compounds the Project is seeking to enter into option agreements for a 5 year lease. A copy of the template option agreement and Deed of Easement was issued to Interested Parties and their agents in October 2023.

- 2.12. All parties have been notified that reasonable and properly incurred agents' and solicitors' fees will be paid by the Applicant. The quantum of fees agreed as recoverable by parties has been subject to ongoing review through a process of approval of estimates (which is standard practice and allows the Applicant to manage its forecasted costs). On 6th June 2024 a letter was issued to all Interested Parties and their agents to clarify the position on payment of their solicitors' and agents' fees incurred in relation to the Project.
- 2.13. Carter Jonas has provided clarification to affected parties on the matter of compensation and explained that where a business has been adversely affected by the project there would be the ability for Interested Parties affected by the project to claim compensation for disturbance. This may include direct financial losses (which may be equivalent to business profits). Claims would be considered where it can be shown that the physical works have impacted the business. A claim for temporary losses would be considered where evidence of losses can be shown to have been caused as a direct consequence of the works through accounting records which will need to be provided and substantiated along with any other evidence. The Applicant has asked that concerns be raised at an early stage so that appropriate mitigation measures can be implemented to avoid or minimise such losses.
- 2.14. Where appropriate, affected parties have been made aware that where compulsory powers of acquisition are to be exercised there is the ability for Interested Parties to make a claim for an advance payment, under s52 of the Land Compensation Act 1973, being 90% of the agreed compensation or acquiring authorities' assessment of the compensation due calculated from the date of notice of entry or general vesting declaration or if later, within 2 months of the later of the date of receipt of the claim or the date any further information has been requested. If the estimate is subsequently found to be either too low or too high an appropriate adjustment will be made.

Key Terms

- 2.15. Key Terms were issued in March 2023 to Interested Parties and their agents which included consideration at a level aligned to Market Value on a before and after basis for the rights being sought. The level of consideration offered was in excess of the sums which the Applicant/Carter Jonas has assessed as would be payable in accordance with the compulsory purchase code.

These Key Terms, and the associated levels of consideration offered, have been subject to ongoing discussion and review.

Revised Offers

- 2.16. During week commencing 24 June 2024 revised Key Terms, providing for increased levels of consideration, were issued to Interested Parties in relation to the cable easements with associated construction and / or operational accesses. In a few cases, revised key terms have not been issued due to ongoing discussions relating to for example cable route design matters. In these cases the land interest or their agent has been made aware that a revised offer is pending. Where Key Terms have already been signed the Applicant will seek to agree amendments to these agreed documents to align with the revised terms as offered to all parties. The Key Terms were revised on the basis that the cable easement payment offered to landowners was increased by per linear metre by around 20% for the easement with additional payments for associated accesses. The Key Terms offered in March 2023 based on a value of £15,000/acre (referred to in paragraph 2.15 above) took into account an assumption that agricultural land in the vicinity of the Proposed Development may attract a freehold market value in the region of between £10,000 to £13,000/ac. It should be noted that under the Compulsory Purchase Compensation Code, the statutory basis for the assessment of compensation for the acquisition of rights is pursuant to Section 7 of the Compulsory Purchase Act 1965, being compensation for severance and injurious affection based on the diminution in value of the land as a result of the acquisition of the rights.

In private treaty discussions, when assessing the value of cable rights, a common approach is to adopt a 50% discount of the freehold value to produce a recognition payment. This 50% discount to freehold market value was not applied by the Applicant, who instead set its offers at a significantly more favourable level reflecting the unencumbered freehold value of the easement area, despite the fact that the land subject to the cable easement is not being acquired and can continue to be enjoyed post construction, including for agricultural farmland, amenity land and equestrian uses. These offers were entirely fair and reasonable, at a level both well in excess of the Compensation Code and typical payments for easements, and also in excess of the freehold market value of agricultural land.

The enhanced offer made by the Applicant in June 2024 further incentivised the payment offer, based on a freehold market value of the land of approximately £18,200/acre, and is further evidence of the reasonableness of the Applicant's approach to voluntary negotiations.

- 2.17. In addition to the above payments a further payment of 10% of the Easement consideration was offered to landowners, being payable on completion of the option agreement.

- 2.18. In respect of land over which only access rights are required, revised offers were issued during week commencing 24 June 2024. Rates for the increased access width were reviewed and the square meter rate was increased proportionally. Where there was a requirement to utilise a working area outside of the proposed 40m the square meter rate was increased by around 28%.
- 2.19. The Applicant has continued to negotiate with a view to acquire the rights required for the development by voluntary agreement. The Applicant is in discussion with Interested Parties and their agents to negotiate permanent rights for an easement to lay a cable within the proposed Order Limits and as required construction and operational routes of access. The easement will be finalised taking no greater area than required. Permanent rights are sought for the cable easement and as required operational accesses. Temporary rights are required for the construction accesses.
- 2.20. The Applicant in the Statement of Reasons (paragraphs 9.11.7-9.11.9) [PEPD-012], outlined that not all of the land owned by the Interested Parties within the Order Limits will need to be permanently acquired. Flexibility is sought to enable the construction of works anywhere within the area identified for those works on the Onshore Works Plans [PEPD-005], within which area there will be a circa 40m construction corridor and 20m permanent easement corridor through to the Oakendene Substation to the Bolney Substation where the working corridor will not exceed 30m save for in certain circumstances such as where HDD techniques are employed. The final routing is not fixed and will be dependent upon matters such as pre-construction surveys. The Applicant will acquire no greater land, or acquire new rights or impose restrictive covenants over no greater land, than appears to be reasonably required following the detailed design of the project being more particularly set out within the Rampion 2 Outline Construction Method Statement (APP-255).

3. Compliance with DLUHC Compulsory Purchase Guidance and Planning Act 2008 Guidance related to procedures for the compulsory acquisition of land

- 3.1. The DLUHC Guidance on Compulsory purchase process and The Crichel Down Rules recommends (at paragraph 19), in respect of landowner engagement, that acquiring authorities:
- 3.1.1. provide full information from the outset about what the compulsory purchase process involves, the rights and duties of those affected and an indicative timetable of events in a format accessible to all those affected;

- 3.1.2. appoint a specified case manager during the preparatory stage to whom those with concerns about the proposed acquisition can have easy and direct access;
 - 3.1.3. offer to alleviate concerns about future compensation entitlement by entering into agreements about the minimum level of compensation which would be payable if the acquisition goes ahead (not excluding the claimant's future right to refer the matter to the Upper Tribunal (Lands Chamber));
 - 3.1.4. provide a 'not before' date, confirming that acquisition will not take place before a certain time;
 - 3.1.5. where appropriate, give consideration to funding landowners' reasonable costs of negotiation or other costs and expenses likely to be incurred in advance of the process of acquisition.
- 3.2. The Planning Act 2008 Guidance related to procedures for the compulsory acquisition of land recommends at paragraphs 24-26:
- 3.2.1. Early consultation should be carried out with people who could be affected by the compulsory acquisition to help build up a good working relationship with those whose interests are affected, by showing that the applicant is willing to be open and to treat their concerns with respect.
 - 3.2.2. Applicants should seek to acquire land by negotiation wherever practicable with compulsory acquisition being a last resort if attempts to acquire by agreement fail. The guidance does however note that *"Where proposals would entail the compulsory acquisition of many separate plots of land (such as for long, linear schemes) it may not always be practicable to acquire by agreement each plot of land. Where this is the case it is reasonable to include provision authorising compulsory acquisition covering all the land required at the outset."*
 - 3.2.3. *"Applicants should consider at what point the land they are seeking to acquire will be needed and, as a contingency measure, should plan for compulsory acquisition at the same time as conducting negotiations. Making clear during pre-application consultation that compulsory acquisition will, if necessary, be sought in an order will help to make the seriousness of the applicant's intentions clear from the outset, which in turn might encourage those whose land is affected to enter more readily into meaningful negotiations."*
- 3.3. The Applicants has carried out extensive consultation with Interested Parties and their respective representatives since 2020 referred to within

the Consultation Report **[APP-027]**, which provides information on the consultation material provided under Section 42 of the Planning Act 2008, and additional methods of consultation.

- 3.4. There has been extensive engagement by the Applicant and Carter Jonas Case Managers as referred to in 2.10 above with the Interested Parties and their representatives mainly via site meetings, telephone, email and letter in relation to matters including the assessment and consideration of alternative routes. The Applicant carried out non-statutory consultation from January to February 2021 via the “Rampion 2 Virtual Exhibition in 2021” and the exhibition document was uploaded to the Rampion 2 website following the consultation. The document included plans identifying cable route options.
- 3.5. The second Statutory Consultation from October to November 2022 identified options for the Works. The Applicant sought to engage with the Interested Parties in advance of the final formal consultations in Spring / Summer 2023. Key Terms have been issued by Carter Jonas which set out the basis of payment of compensation for freehold depreciation and disturbance and clarified the position on the payment of professional agent and solicitor fees. This document was, through consultation with Interested Parties, subject to ongoing review.
- 3.6. At all times, the Applicant and/or its advisors have sought to provide clear and timely responses to questions raised by affected parties and have been willing and available to meet parties and/or their agents to progress discussions, whether in person, on site or by virtual meetings.
- 3.7. In order to deliver the benefits of the Project the Applicant requires the use of compulsory acquisition powers as a last resort having striven to negotiate terms by agreement on a voluntary basis.
- 3.8. The proposed works may result in losses being suffered by persons where interests in land and land are acquired through voluntary agreement or compulsorily acquired. Appropriate compensation will be payable to those entitled to claim under the relevant provisions of the Compensation Code for the compulsory acquisition of land or rights and for loss or damage caused as a direct consequence of the works, where reasonable and substantiated losses are shown to have been caused as a direct consequence of the temporary use of the land and the works.
- 3.9. The Applicant will seek to resolve any dispute in respect of the compensation payable through Alternative Dispute Resolution (ADR), as well as using ADR to seek to resolve any outstanding concerns that may relate to the proposed works and acquisition, and mitigation measures and accommodation works which may be adopted or undertaken. If agreement

cannot be reached there is the ability for affected persons and the Applicant to refer matters of compensation to the Lands Chamber of the Upper Tribunal.

- 3.10. The Applicant has committed to make payments towards reasonably incurred professional fees on the provision of an accompanying timesheet to any fee account as set out in a letter to all Interested Parties and their agents on 6th June 2024, the Heads of Terms for the Voluntary Agreement and in accordance with the RICS Professional Statement.
- 3.11. Carter Jonas has applied a consistent methodology for the acquisition of land, rights and restrictive covenants, and requirements for a Planning Act 2008 Development Consent Order which ensured effective and consistent communication with those who are most affected by the proposals and embodies the principles of seeking to acquire land by negotiation. Negotiations with Interested Parties, their land agents and advisors are ongoing.
- 3.12. The Examining Authority has been provided with details of the current status of the negotiations relating to the options through the Land Rights Tracker [REP3-010] which is updated throughout the process and will continue to be updated. The Applicant has, and will continue to, negotiate with relevant landowners to acquire the land and rights in land necessary for the Proposed Development, as explained in the Statement of Reasons and the Land Rights Tracker (in compliance with paragraphs 24-26 of the Compulsory Acquisition Guidance).
- 3.13. The Applicant is aiming to successfully conclude commercial negotiations to enter into options to purchase all of the land and rights/restrictions required on a permanent basis for the Proposed Development.
- 3.14. The Applicant will continue to pursue the acquisition of land, rights and associated restrictive covenants, and arrangements for the temporary and permanent use of land by agreement wherever possible and will seek to secure the voluntary removal of rights affecting the Order Land that may impede the Proposed Development.
- 3.15. 80% of Interested Parties are in active discussions and negotiations with Carter Jonas in respect the Key Terms for voluntary acquisition. Discussions have been held between Carter Jonas and Interested Parties and their agents to address issues arising on a case by case basis regarding the form of legal documentation specific to their land holding. The Applicant's agents understand that the heads of terms are being considered favourably by many of the landowners and agents, with increased numbers of parties signing up to key terms following the increased offers of consideration for the cable easement and associated accesses as set out

within the Key Terms. Where Interested Parties and their agents are of the opinion that the consideration offered by the Applicant is not acceptable, they have been asked to provide relevant comparables to support their position.

- 3.16. The proposed routing of the cables and associated accesses have been subject to ongoing discussion between the parties and where there are specific issues of concern these are subject to ongoing review on a case by case basis where land interests or their agents have engaged with the Applicant's requests to review and agree the Key Terms, refine and reduce the areas of land impacted by the project where possible, and to agree appropriate and reasonable mitigation measures to be implemented during construction so as to minimise disturbance.

4. *Post-Consent Engagement Strategy*

- 4.1. The Applicant will ensure that should CA powers be granted, negotiations with all Interested Parties who have not signed up to option agreements will continue as the Applicant's preference will remain to secure land rights by agreement on a voluntary basis. Where appropriate the Applicant will implement compulsory acquisition powers as a last resort, should option Agreements not be secured voluntarily or should there be any issue with implementation of options. This will continue in parallel with the Applicant's efforts to seek and complete voluntary agreements with Interested Parties.
- 4.2. An Agricultural and Land Liaison Officer (ALLO) (or person of similar title) will be employed to assist in the day to day liaison between landowners, farmers and occupiers, and the Applicant and contractor for the duration of the project prior to, and during the construction phase. They will oversee the works being delivered in compliance with legal agreements, consents and approved construction methodologies so as to mitigate disruption to agricultural and other rural operations particularly where they intersect with agricultural land or rural environments. The Outline Code of Construction Practice [REP3-025] which is being updated at D5 and details the commitments to be secured.
- 4.3. Other duties to be conducted by the ALLO include the following:
- Liaison with stakeholders to agree temporary, permanent and revised accommodation works;
 - Engagement with stakeholders to convey project plans, timelines, and potential impacts on property related issues and agricultural activities to identify and develop mitigation measures through mutually beneficial solutions to minimise disruption;
 - Monitor and ensure that the Applicant carries out works in accordance with the various regulations and standards and to ensure the effectiveness of

mitigation measures for activities that may affect agricultural land or operations;

- Co-ordinate and oversee pre-construction environmental, drainage and soil surveys and carry out pre and post construction condition schedules liaising with stakeholders with respect to field entrances and access and egress to construction strips.

4.4. Contact details for the ALLO will be made available to landowners and occupiers, who will be contactable throughout the contractors working hours. Outside of these times and in the event of emergency, out of hours contact details will be provided.