

Rampion 2 Wind Farm Category 8: Examination Documents Horsham District Mitigation and Enhancement Principles Document Date: August 2024 Revision A

Application Reference: 8.105

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

Ecodoc Reference: 005298843-01



Document revisions

Revision	Date	Status/reason for issue	Author	Checked by	Approved by
A	01/08/2024	Deadline 6	Eversheds	RED	RED

**Horsham District Council
Mitigation and Enhancement Scheme Principles**

1. Introduction

- 1.1 This document sets out the agreed principles of the Mitigation and Enhancement Scheme which is to be secured under Requirement 41 of the draft Development Consent Order (dDCO) (submitted as part of the Applicant’s Deadline 6 submission).
- 1.2 These principles comprise the development and delivery of the Mitigation and Enhancement Scheme to be implemented:
- 1.2.1 within the administrative area of Horsham District Council (HDC) in respect of landscape enhancements; and
- 1.2.2 within the administrative areas of HDC, Mid Sussex District Council, Worthing Borough Council and Arun District Council in respect of air quality mitigation measures

pursuant to a Section 106 planning agreement to be entered into with HDC.

2. Key Principles

- 2.1 The agreed principles of the Mitigation and Enhancement Scheme are set out in Table 1 below.

Table 1: Principles of the Mitigation and Enhancement Scheme.

Principle	Detail
Mechanism for delivery	A section 106 planning agreement, bound to the offshore substation land within HDC’s administrative area that is within the control of the Applicant, which shall be entered into between the freehold owner, the Applicant and HDC, substantially in accordance with the draft attached at Appendix 1 (but for the avoidance of doubt the terms of the compensation fund and the air quality mitigation fund are settled).
Compensation Fund	
Compensation Fund	A compensation fund will be paid to HDC to compensate for the residual adverse effects of the project on the areas within HDC’s administrative area identified below.
Compensation Fund Spatial Scope	The Spatial Scope for application of the Compensation Fund comprises Landscape Character Areas within HDC’s administrative area within which the authorised development will be undertaken and that will experience temporary residual effects as a result of the authorised development until planting is reinstated and established in accordance with the Local Landscape Character Areas, as follows . <ul style="list-style-type: none"> •J3 – Cowfold & Shermanbury Farmlands •O3 – Steyning & Henfield Brooks • G1 – Ashurst & Wiston Wooded Farmlands • F1 – Pulborough, Chiltington & Thakeham Farmlands • E1 – Parham & Storrington Wooded Farmlands & Heaths
Project Scope	The compensation funding will be applied to projects within the spatial scope as described above, towards landscape led enhancement projects within the host landscape areas as part of the Wilder Horsham District

Principle	Detail
	Initiative, a partnership project between Sussex Wildlife Trust and HDC, with collaboration with the Ouse and Adur Rivers Trust.
Compensation Fund profile	The compensation fund will be £165,000 and will be paid to HDC, as a one off payment, prior to or upon the date of implementation of the authorised development within HDC's administrative area. The compensation fund shall not be indexed.
Air Quality Mitigation Contribution	
Air Quality Mitigation Contribution	An Air Quality Mitigation Contribution will be paid to HDC on behalf of itself and as stakeholder for Mid Sussex District Council, Worthing Borough Council and Arun District Council that require mitigation for air quality.
Air Quality Mitigation Contribution Spatial Scope	The spatial scope for the application of the Air Quality Mitigation Contribution is the administrative areas of HDC, Mid Sussex District Council, Worthing Borough Council and Arun District Council
Project Scope	The Air Quality Monitoring Contribution is to be used by the relevant authorities towards supporting measures set out in the agreed Air Quality Mitigation Strategy updated at Deadline 6 and/or described in the West Sussex Transport Plan (2022) by the relevant authorities in their respective areas of jurisdiction and/or their Local Air Quality Management Annual Status Report.
Air Quality Mitigation Contribution Profile	The total contribution will be £66,424 and is to be allocated between the relevant authorities as follows: <ul style="list-style-type: none"> • HDC – £18,036 • Arun District Council – £25,685 • Worthing Borough Council – £16,274 • Mid Sussex District Council – £6,429 <p>The contribution will be paid to HDC, as a one off payment, prior to or upon the date of implementation of the development.</p> <p>HDC will distribute the contribution to each of the local authorities as set out above.</p> <p>The contribution shall not be indexed.</p>

APPENDIX 1

Draft S106 Agreement

Dated: 2024

- (1) Rampion Extension Development Limited
- (2) [Landowner]
- (3) Horsham District Council

Agreement

under section 106 of the Town and Country Planning Act 1990, section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 relating to the Rampion 2 Offshore Wind Farm

Contents

Clause		Page
1	DEFINITIONS AND INTERPRETATION	1
2	STATUTORY REQUIREMENTS	5
3	CONDITIONALITY	5
4	[LANDOWNER AND]DEVELOPER COVENANTS	5
5	HDC COVENANTS	5
6	TERMINATION OF THIS AGREEMENT	6
7	LEGAL COSTS	6
8	REGISTRATION AND DISCHARGE OF OBLIGATIONS.....	6
9	NOTICES	6
10	RIGHTS OF THIRD PARTIES.....	7
11	[OTHER DEVELOPMENT CONSENTS	7
12	INTEREST	7
13	[RELEASE	7
14	VAT	7
15	DISPUTE PROVISIONS	7
16	JURISDICTION	8
17	COUNTERPARTS.....	8
Schedules		
2	Air Quality	10
3	HDC obligations	11

BETWEEN

- (1) **Rampion Extension Development Limited** (Company Registration Number 12091939) whose registered office is Windmill Hill Business Park, Whitehill Way, Swindon, Wiltshire SN5 6PB (the **"Undertaker"**)
- (2) [] ("the **Landowner"**)
- (3) **Horsham District Council** of Parkside, Chart Way, Horsham, West Sussex RH12 1RL (**"HDC"**) and

BACKGROUND

- (A) The Undertaker has made the Application for the Order granting development consent for the Development which was accepted for examination by the Secretary of State on 7 September 2023 pursuant to section 55 of the 2008 Act.
- (B) HDC is a local planning authority for the purpose of the 1990 Act for the area within which the HDC Development forming part of the Development landwards of MLWS is located and as such is entitled to enforce the planning obligations contained in this Agreement.
- (C) The Landowner is the freehold proprietor of the Land pursuant to a transfer of part dated 22 May 2023 from Dinah Mary Burrows, Alexander George Brocas Landlands Pearse and Camilla Bishop to the Landowner to hold on trust for the Trustees of the EMB Burrows Will Trust (Electra's Children's Trust) (1) Electra Karidis (2) Alexander George Brocas Landlands Pearse (3) Marcus Aurelias Edward Brocas Landland Pearse (4) and Charles Peregrine Brocas Landlands Pearse (5)
- (D) The Landowner is willing to bind the Land (but not themselves as individuals or trustees in relation to any financial obligation) in accordance with the provisions of this agreement
- (E) The Undertaker has acquires a leasehold interest in the Land and is willing to bind the leasehold interest in the Land in accordance with the provisions of this agreement.
- (F) The Parties are satisfied that the planning obligations contained in this Agreement are necessary to make the Development acceptable in planning terms, are directly related to the Development and fairly and reasonably relate in scale and kind to the Development.
- (G) The Landowner and the Undertaker have agreed with HDC that this Agreement will take effect under section 106 of the 1990 Act section 111 of the Local Government Act 1972, and section 1 of the Localism Act 2011 on the making of the Order as herein.
- (H) The Landowner and the Undertaker have agreed with HDC to provide the Compensation Fund towards the provision of compensation measures and to make payment of the Air Quality Contribution both required as a consequence of the Order granting development consent for the Development.

OPERATIVE PROVISIONS

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement the following words and expressions have the following meanings:
 - "1990 Act"** the Town and Country Planning Act 1990 (as amended)
 - "2008 Act"** the Planning Act 2008 (as amended)

"Air Quality Contribution"	Mitigation	the financial contribution of £66,424 (sixty six thousand four hundred and twenty four pounds) to be paid to HDC on behalf of itself and as stakeholder for Mid Sussex District Council, Worthing Borough Council and Arun District Council pursuant to and for the purposes set out in Schedule 2 as set out in the Air Quality Mitigation Strategy
"Air Quality Mitigation Strategy"		the document entitled Air Quality Mitigation Strategy Revision B July 2024 submitted to the examination of the Application
"Application"		the application for the Order to authorise the Development made under section 37 of the 2008 Act by the Undertaker and accepted for examination by the Secretary of State on 7 September 2023 with reference number EN010117
"Compensation Fund"		the sum of £165,000 (one hundred and sixty five thousand pounds) to be paid to HDC pursuant to paragraph 2 of Schedule 1 and to be used by HDC for the purposes set out in paragraph 1 of Schedule 3
"Completion of Commissioning"		the date when the cable circuits comprising the Development have been fully tested and verified that they are able to transmit their rated power capacity to the grid connection
"Development"		<p>the works for which development consent is sought and to be authorised by the Order, being an Offshore Wind Farm with a generating capacity of in excess of 100MW together with associated electrical infrastructure comprising:</p> <ul style="list-style-type: none"> - up to 90 offshore wind turbine generators and up to three offshore substations with associated foundations - inter-array cables and cables connecting the offshore substations and export cables to bring the power onshore - a single landfall site near Climping, Arun District - buried onshore cables in a single corridor - a new onshore substation, near Cowfold, Horsham District, that will connect to the existing National Grid Bolney substation, in Mid Sussex District, via buried onshore cables; and - an extension to and additional infrastructure at the existing National Grid Bolney substation, Mid Sussex District to connect the project to the national grid electrical network
"Expert"		an expert having not less than ten years post qualification experience in the subject matter of the dispute. The expert shall be agreed by the parties to the dispute or in default of agreement appointed by the President for the time being of the Institute of Chartered Accountants in England and Wales, or the

President for the time being of the Law Society or the President for the time being of the Royal Town Planning Institute as appropriate to the subject matter of the dispute, and in the event of a dispute as to which should apply, as decided by the Present of the Law Society of England and Wales

“HDC Development”

the element of the Development which is situated within the jurisdiction of HDC as local planning authority (not including land within the South Downs National Parks Authority), comprising a new onshore substation (and associated construction works) and part of the onshore electricity cable installation and connection works between the export cable at landfall and the onshore substation and between the onshore substation and the extension to the national electricity transmission network at Bolney.

“Implementation”

beginning to carry out any material operation as defined in section 155 of the 2008 Act) relating to either

- (a) the Development landwards of MLWS; or
- (b) the HDC Development

(as applicable to the relevant obligation) provided that for the avoidance of doubt the carrying out of operations consisting of onshore site preparation works (as defined in the Order), shall not constitute a material operation and consequently shall not individually or together constitute implementation for the purposes of this Agreement and the terms **Implement** and **Implemented** shall be construed accordingly

“Land”

the land shown edged red on the Land Plan against which this Agreement can be enforced comprising land at Cowfold Manor and part of the land [registered at the Land Registry under title number [XXX]/registration of which is pending at the Land Registry].

“Land Plan”

the plan with drawing number [] at Appendix 1 to this Agreement

“Landscape Character Area Map”

the plan entitled “Horsham District Council Landscape Character Types and Landscape Character Areas” dated 10/08/06 at Appendix 2 to this Agreement.

“MLWS”

Mean Low Water Springs – the average water level over the course of a year (measured when the average maximum declination of the moon is 23.5°) of two successive low waters during those periods of 24 hours when the range of the tide is at its greatest (Spring tides). (Note: MLWS value will vary from year to year with a cycle of approximately 18.6 years).

“Order”

a development consent order to be made under the 2008 Act pursuant to the Application (as may be subject to a correction order)

“Parties”

the Landowner the Undertaker and HDC and “Party” shall be construed accordingly

- 1.2 This Agreement constitutes a planning obligation for the purposes of section 106 of the Act, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and any other enabling powers.
- 1.3 This Agreement is entered into as a deed.
- 1.4 This Agreement is enforceable by HDC in accordance with section 106 of the Act.
- 1.5 Words denoting the singular only shall include the plural and vice versa.
- 1.6 Where any one of the Parties is not a body corporate then unless the context requires otherwise neuter words shall include the masculine or feminine gender (as the case may be).
- 1.7 Words denoting one gender shall include all genders and words denoting persons shall include firms and corporations and vice versa.
- 1.8 References to any Party in this Agreement shall include that Party’s successors in title and assigns.
- 1.9 References to a body (and its successors in title) exercising statutory powers and/or functions in this Agreement shall unless otherwise specified include any successor in function.
- 1.10 A reference to writing or written excludes fax and email.
- 1.11 Every covenant in this Agreement not to do a particular thing shall be deemed to include a covenant not to cause authorise or permit that thing to be done by another person.
- 1.12 Wherever there is more than one person named as a Party and where more than one Party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise.
- 1.13 Failure by the Council at any time to enforce the provisions of this Agreement or to require performance strictly or otherwise by the Undertaker of any of the conditions, covenants, agreements or obligations of this Agreement or any failure or delay by the Council to exercise any act, right or remedy shall not be construed as a creating an estoppel in connection with any such condition, covenant, agreement or obligation and shall not affect the validity of this Agreement or any part thereof or the right of the Council to enforce any provision and any variation of this Agreement shall not vitiate the remainder of the Agreement which shall remain in full force and effect subject to such amendment or amendments.
- 1.14 References to any statute or statutory provision includes a reference to:
- 1.14.1 that statute or statutory provision as from time to time amended extended re-enacted or consolidated; and
 - 1.14.2 all statutory instruments or orders made pursuant to it.
- 1.15 If any provision of this Agreement is found to be invalid, illegal or unenforceable then such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of the remaining provisions of this Agreement.
- 1.16 Unless the context otherwise requires references to any clause sub-clause paragraph schedule appendix drawing or plan (or any part of them) is to a clause sub-clause paragraph schedule appendix drawing or plan (or any part of them) to this Agreement.

1.17 The headings in this Agreement are inserted for convenience only and shall not affect the construction or interpretation of this Agreement.

2. **STATUTORY REQUIREMENTS**

2.1 This Agreement is made pursuant to section 106 of the 1990 Act, section 111 of the Local Government Act 1972 and section 1 of the Localism Act 2011 and all other enabling powers.

2.2 To the extent that any of the obligations contained in this Agreement 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 and all other enabling powers.

2.3 The obligations contained within this Agreement are enforceable by HDC in accordance with **clause 2.5** below.

2.4 HDC the Landowner and the Undertaker each agree to act reasonably in exercising their discretion and discharging their functions under this Agreement and where any notice, consent, approval, authorisation, agreement or other similar affirmation is required under the terms of the Agreement, the parties will not unreasonably withhold or delay such notice, consent, approval, authorisation, agreement or other similar affirmation.

2.5 The covenants contained in **Schedules 1 and 2** shall be enforceable as planning obligations by HDC

2.6 The covenants contained in **Schedule 3** shall be enforceable against HDC by the Undertaker.

3. **CONDITIONALITY**

3.1 This Agreement is conditional upon

3.1.1 the making of the Order; and

3.1.2 Implementation of the Development landwards of MLWS

save for the provisions of **clauses 6 to 11** which shall come into effect immediately upon completion of this Agreement.

4. **LANDOWNER AND UNDERTAKER COVENANTS AND CONSENTS**

4.1 The Landowner on behalf of itself and its successors in title hereby consents to the giving of the obligations on the part of the Developer herein contained and agrees that its interest in the Land (but not itself in relation to a financial contribution) is bound by such obligations.

4.2 The Undertaker covenants on behalf of itself and its successors in title to the Land to perform and comply with the development consent obligations within **Schedules 1 and 2** to this Agreement

4.3 The Undertaker covenants to the Landowner that it will comply with and discharge the obligations within **Schedules 1 and 2** to this Agreement

5. **HDC'S COVENANTS**

5.1 HDC covenants on behalf of itself and its successors in title and function to perform and comply with the obligations within **Schedule 3** to this Agreement.

5.2 Nothing within this Agreement shall fetter the statutory rights, powers or duties of HDC as a local authority or in the discharge of any other statutory function (as the case may be).

6. **TERMINATION OF THIS AGREEMENT**

6.1 This Agreement will come to an end if:

6.1.1 subject to **clause 6.2**, the Order is quashed, revoked or otherwise withdrawn at any time so as to render this Agreement or any part of it irrelevant, impractical or unviable; or

6.1.2 the Order expires before Implementation without having occurred.

6.2 Where the Agreement comes to an end under **clause 6.1**:

6.2.1 HDC is to vacate or cancel the entry made in the Local Land Charges register in relation to this Agreement or otherwise to record the fact that it has come to an end and no longer affects the Site; and

6.2.2 any monies paid under this Agreement to HDC, with the exception of fees paid under **clause 7**, are to be returned to the party that made the payment within one month of the Agreement coming to an end together with interest accrued on the monies from and including the date of payment to and including the date of repayment.

7. **LEGAL COSTS**

The Undertaker hereby agrees to pay HDC on completion of this Agreement their reasonable legal costs incurred in the negotiation, preparation, execution and registration of this Agreement.

8. **REGISTRATION AND DISCHARGE OF OBLIGATIONS**

8.1 This Agreement shall be registerable as a local land charge by HDC on the registers of local land charges.

8.2 Following the performance or discharge of each of the obligations contained in this Agreement, HDC shall upon the request of the Landowner or Undertaker provide written confirmation of the performance or discharge of the relevant obligation.

8.3 Where the Agreement is released in part by a future agreement, HDC will place a note against the entry made in the local land charges register stating which obligations no longer have effect at the written request of the Undertaker.

8.4 Following the performance and full satisfaction of all the terms of this Agreement or if this Agreement is determined pursuant to **clause 6.1** (and subject to payment of the HDC's reasonable and proper costs and charges) HDC will on the written request of the Landowner or Undertaker cancel all entries made in the local land charges register in respect of this Agreement.

9. **NOTICES**

9.1 Any notice, request, demand or other written communication of any sort to be served on any of the Parties under the terms of this Agreement shall be deemed to have been properly made if sent by Royal Mail signed for first class delivery to the Party on whom that notice, request, demand or other written communication is to be served under this Agreement and addressed as follows:

9.1.1 the Landowner at the address first set out above;

9.1.2 the Undertaker at the address first set out above;

9.1.3 HDC, addressed to the Head of Legal and Democratic Services, at the address first set out above.

10. **RIGHTS OF THIRD PARTIES**

A person who is not a Party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms but for the avoidance of doubt it is further agreed that the exclusion of the application of the Contracts (Rights of Third Parties) Act 1999 shall not prevent all or any future successors in title to any of the Parties to this Agreement from being able to benefit or to enforce any of the obligations in this Agreement.

11. **OTHER PLANNING PERMISSIONS OR DEVELOPMENT CONSENTS**

Nothing in this Agreement shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission or consent (other than the Order or any modification, variation or amendment thereof) granted (whether or not on appeal) after the date of this Agreement.

12. **INTEREST**

The Landowner and Undertaker hereby agree to pay interest on any contribution due pursuant to **Schedule 1 or 2** but not paid on the date on which the relevant contribution is due from the date such payment was due until the actual date of payment at 4% above the base rate of the Bank of England applicable from time to time calculated from day to day.

13. **RELEASE**

13.1 No person shall be liable for any breach of a covenant, restriction or obligation contained in this deed after parting with all of its interest in the Land, except in respect of any breach subsisting before parting with that interest

13.2 The Undertaker shall be liable for the covenants restrictions and obligations set out in this Agreement including clause 5 and the schedules referred to therein in the event that it Implements the Development landwards of MLWS PROVIDED ALWAYS that the Undertaker shall have no further liability under the terms of this Agreement following provision to HDC of a deed of covenant duly executed by a successor in title or assign to its interest in any part of the Land or by a third party who has an interest in part of the land on which the Development may be carried out and who has the benefit of the provisions of the Order or any part thereof pursuant to Article 5 (Benefit of the Order) of the Order confirming that they will be bound by and comply with the covenants restrictions and obligations in this Agreement.

14. **VAT**

All consideration given in accordance with the terms of this Agreement shall be exclusive of value added tax properly payable.

15. **DISPUTE PROVISIONS**

15.1 In the event of any dispute or difference between any of the Parties arising out of this Agreement (other than a dispute or difference relating to a question of law or in relation to the interpretation of the Agreement) the Parties agree that the matter in dispute shall on the application of any Party be referred to the Expert and it is further agreed that:

15.1.1 the determination of the Expert shall be final and binding on the parties save in the case of manifest or legal error;

15.1.2 the Parties shall be entitled to make representations and counter representations in accordance with such timetable as the Expert shall direct;

15.1.3 the Expert's costs shall be borne in such proportions as the Expert may direct failing which the Parties shall each bear their own costs of the reference and

determination and the Expert's costs calculated by dividing the Expert's costs by the number of sides to the reference; and

- 15.1.4 the Expert may be replaced by a fresh appointee in the event of becoming at any time unable or unwilling for any reason to proceed to discharge such function and such fresh appointee shall be appointed in the same manner as the Expert.

16. **JURISDICTION**

This Agreement is governed by and interpreted in accordance with the law of England and the Parties submit to the non-exclusive jurisdiction of the courts of England.

17. **[COUNTERPARTS**

- 17.1 *This Agreement may be entered into in the form of two or more counterparts each executed by one or more of the Parties but taken together shall constitute one instrument.]*

DRAFT

SCHEDULE 1

Landowner and Undertaker Notification and Compensation obligations

The Landowner and Undertaker covenants with HDC as follows:

1. To notify HDC in writing no later than 14 (fourteen) days in advance of the intended date of Implementation of the Development.
2. To notify HDC in writing no later than 28 (twenty-eight) days in advance of the intended date of Implementation of the HDC Development
3. To notify HDC in writing within 14 (fourteen) days following its occurrence of the Implementation of each of
 - 3.1 any part of the Development landwards of MLWS
 - 3.2 the HDC Development.
4. The Landowner and the Undertaker agree that if they fail to serve the notices required by paragraphs 1, 2 and 3 of this Schedule, HDC shall be entitled acting reasonably to determine the date of Implementation of the Development landwards of MLWS and/or the date of Implementation of the HDC Development as the case may be and shall give notice to the Landowner and the Undertaker of that determination.
5. To pay to HDC the Compensation Fund prior to or upon the date of Implementation of the HDC Development.
6. Not to Implement the HDC Development until such time as the Compensation Fund has been paid in full to HDC.
7. To notify HDC in writing of the date of Completion of Commissioning.

SCHEDULE 2

Air Quality Obligations

The Landowner and the Undertaker covenant with HDC as follows:

1. To make payment to HDC of the Air Quality Mitigation Contribution on or before Implementation of the Development in accordance with the Air Quality Mitigation Strategy.
2. Not to Implement the Development unless payment has been made to HDC of the Air Quality Mitigation Contribution.

DRAFT

SCHEDULE 3

HDC obligations

HDC covenants with the Landowner and Undertaker as follows:

Compensation Fund

1. To use the Compensation Fund towards the provision of landscape-led nature recovery interventions by Wilder Horsham District in the vicinity of the HDC Development within the administrative jurisdiction of HDC to compensate for residual adverse effects of the HDC Development, which will persist on a temporary basis pending establishment of restoration and reinstatement planting in accordance with the Landscape Character Area Map, and as follows:
 - 1.1 Within the following 'host' landscape character areas:
 - 1.1.1 J3 – Cowfold & Shermanbury Farmlands
 - 1.1.2 O3 – Steyning & Henfield Brooks
 - 1.1.3 G1 – Ashurst & Wiston Wooded Farmlands
 - 1.1.4 F1 – Pulborough, Chiltington & Thakeham Farmlands
 - 1.1.5 E1 – Parham & Storrington Wooded Farmlands & Heaths
2. Not to use the Compensation Fund for any purposes other than those set out in paragraph 1 above unless otherwise agreed in writing with the Undertaker.
3. To keep the Compensation Fund in an interest bearing account until the point at which payment is required to be applied for the purpose for which it has been paid.
4. After a period of 5 (five) years from Completion of Commissioning, to repay the Compensation Fund or any part of the Compensation Fund which has not been used or allocated to expenditure already incurred for the purposes for which it was paid, to the person who paid the Compensation Fund to HDC.
5. To maintain full accounting records of the operation of the Compensation Fund, including any accrued interest, and such records shall be made available to the Owner and/or the Undertaker on reasonable notice (not less than 10 working days) and shall include details of the works and measures carried out using the Compensation Fund.

Air Quality

1. To accept payment of the Air Quality Mitigation Contribution.
2. To distribute the Air Quality Mitigation Contribution to each of the following local authorities, subject to the requirements of paragraph 4 of this Schedule, in the portions shown in the table below:

Local Authority	Air Quality Mitigation Contribution Portion (£)
Horsham District Council	18,036
Arun District Council	25,685
Worthing Borough Council	16,274
Mid Sussex District Council	6,429
Total	66,424

3. To apply the payment received pursuant to paragraph 1 of Schedule 2 towards supporting measures set out in the Air Quality Mitigation Strategy and/or described in the West Sussex Transport Plan (2022) in Horsham District and/or the Local Air Quality Management Annual Status Report for Horsham District and for no other purpose whatsoever
4. Prior to paying any portion of the Air Quality Mitigation Contribution, HDC shall first obtain from the recipient local authority:
 - 4.1 an invoice seeking payment in the quantum set out above in the table at paragraph 2;
 - 4.2 assurance from the recipient local authority that it will apply the payment received towards supporting measures set out in the Air Quality Mitigation Strategy and/or described in the West Sussex Transport Plan (2022) in their respective areas of jurisdiction and/or their Local Air Quality Management Annual Status Report and for no other purpose whatsoever.

Appendix 1

Land Plan

DRAFT

Appendix 2

Landscape Character Area Map

DRAFT

Appendix 3
Air Quality Mitigation Strategy

DRAFT

EXECUTION

Signed as a Deed by)
RAMPION EXTENSION DEVELOPMENT)
LIMITED)
acting by two directors or)
one director and its secretary)

Signature of director
Signature of director/secretary

Executed as a Deed by affixing)
the common seal of)
HORSHAM DISTRICT COUNCIL)
in the presence of:)

Signature of member

Signature of member

Signed as a Deed by)
[Landowner])
in the presence of:)

Signature of individual

Witness Signature:

Witness Name:

Witness Address: