

Rampion 2 Wind Farm

Category 4:

Compulsory Acquisition

Land Engagement Reports:

Myrtle Stables Limited

Date: August 2024

Revision A

Application Reference: 4.6.50

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

Ecodoc Reference: 005279578-01



Document revisions

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

LANDOWNER NAME:	Myrtle Stables Limited [Lee Rose]	URN on LRT:	099
AGENT:	N/A	Relevant Rep Ref:	N/A
PROPERTY NAME:	Land lying to the West of 128 Myrtle Grove, Patching, Worthing (WSX372907)	Written Rep Ref:	N/A
LAND INTEREST:	Category 1 Works 09 Cable Installation Works	PLOT No:	13/2, 13/3
<p>STATUS</p> <p>The Applicant has engaged with the Landowner since June 2023, following the Landowner purchasing the property in December 2022. The engagement records demonstrate meaningful consultation and engagement.</p> <p>Through regular correspondence with the Landowner, the Applicant has outlined information regarding the Proposed Development construction and programme to the Landowner and discussed the potential impacts on their landholding.</p> <p>The Applicant issued Heads of Terms to the Landowner in July 2023.</p> <p><u>Heads of Terms were signed in August 2023.</u></p>			
<p>NEGOTIATIONS FOR VOLUNTARY ACQUISITION OF RIGHTS</p> <ul style="list-style-type: none"> • Heads of Terms were issued in July 2023. • Discussions took place via email and telephone through July and August 2023 • The Landowner returned signed Heads of Terms in August 2023. 			
<p>PROGRESS OF ENGAGEMENT FOLLOWING CAH1</p> <ul style="list-style-type: none"> • The Applicant sent an email dated 10th July 2024 issuing an increased easement consideration to ensure easement payments matched other landowners along the cable route 			
<p>LANDOWNER ENGAGEMENT (2023 to 2024)</p> <ul style="list-style-type: none"> • The Applicant has had detailed dialogue with the Landowner commencing from June 2023. • Written correspondence issued both via emails and letters have been issued to the Landowner across this period as evidenced by the Landowner Engagement Tracker (below). • The Applicant issued Heads of Terms to the Landowner in July 2023. • The Landowner's solicitor raised some initial queries in an email dated 20th July 2023 which the Applicant responded to in an email dated 15th August 2023. • The Landowner's solicitor provided signed Heads of Terms to the Applicant in an email dated 16th August 2023. 			
<p>ALTERNATIVES / REFINEMENTS – REVIEWED AT THE LAND INTEREST'S REQUEST</p> <ul style="list-style-type: none"> • None. 			
<p>IMPACT ON LAND INTEREST</p> <ul style="list-style-type: none"> • The cable route passes through the centre of two of the landowner's paddocks. 			
<p>PROPOSED MITIGATION</p> <ul style="list-style-type: none"> • Accommodation works with the Landowner will be discussed in more detail in due course, seeking to find a way to work alongside the presence of the Landowner's horses. This is likely to include appropriate fencing and compensation for additional forage, and potentially alternative grazing elsewhere compensated for. 			
<p>OUTSTANDING ISSUES DELAYING CONCLUSION OF VOLUNTARY AGREEMENT</p> <ul style="list-style-type: none"> • None. 			

CJ Negotiations/Contact Summary	Date of Contact	Method of Contact
<p>EM to Lee Rose re Rampion II - Land at Myrtle Grove (formerly Aileen Tizzard's)</p> <ul style="list-style-type: none"> > Requested the full name and address of the new ownership of the land as per the attached plan. > Confirmed willing to meet to discuss the impact on the land. > Confirmed Heads of Terms will be issued shortly - and maybe a new survey licence agreement. 	19/06/2023	Email
<p>EM from Lee Rose re Rampion II - Land at Myrtle Grove (formerly Aileen Tizzard's)</p> <ul style="list-style-type: none"> > Provided full name and address. > Confirmed would be happy to meet again at the property. 	19/06/2023	Email
<p>EM to Lee Rose re Rampion II - Land at Myrtle Grove (formerly Aileen Tizzard's)</p> <ul style="list-style-type: none"> > Requested confirmation of the date of the purchase of the land. 	19/06/2023	Email
<p>EM from Lee Rose re Rampion II - Land at Myrtle Grove (formerly Aileen Tizzard's)</p> <ul style="list-style-type: none"> > Confirmed the completion date was 14 12 22. 	19/06/2023	Email
<p>LTR to Lee Rose re Key Terms Pack</p> <ul style="list-style-type: none"> > Attached Heads of Terms. 	13/07/2023	Letter
<p>EM from Carolyn Johnson (Harold Bell) re Myrtle Stables Limited / Rampion Extension Development</p> <ul style="list-style-type: none"> > Confirmed Harold Bell have had no correspondence thus far with Eversheds. > Confirmed client in principle does not object to entering into an Option on the basis of that which set out in the Heads of Terms. > Confirmed there are a number of points of some considerable concern: <ol style="list-style-type: none"> 1) Concern about the disruption to the animals as the fields are used on a rotational basis. Major concern is what client would do with the horses during the period of construction and would like to understand what the period of construction is. 2) Concern that the access to the site is going to be disturbing to the animals and potentially cause damage to the track. 3) Requested that access to a field to the West is maintained. 4) Requested to have an idea as to the intrusion and length of the physical surveys mentioned. 	20/07/2023	Email
<p>EM to Lee Rose re DCO Submission</p>	14/08/2023	Email
<p>EM from Lee Rose re Rampion II - Key Terms</p> <ul style="list-style-type: none"> > Confirmed solicitor sent an email dated 20 07 23 - requested NA to acknowledge receipt and respond to queries raised. 	15/08/2023	Email

<p>EM to Malcolm Bell (Harold Bell) re Myrtle Stables Limited / Rampion Extension Development</p> <ul style="list-style-type: none"> > Confirmed that upon the appointment of the contractor, further meetings will be held with the landowner to discuss in more detail what the landowner can do with the horses during the construction period. Stated that the contractor will seek to try and mitigate the impact on the horses by seeking to work with the landowner, to see if the horses can be rotated around the fields in a way the landowner is comfortable with (if indeed that will work) or seek to reach an alternative arrangement. Confirmed the worst case scenario would be that the horses may have to be temporarily moved / relocated and that and costs the landowner would incur would be reimbursed by the Applicant. > Confirmed the anticipated construction period will span 3 years (2026 to 2029) but that the occupation of the landowner's land could be for a shorter period. > Confirmed access to the site will unlikely come through Myrtle Grove but more likely up or down the construction corridor. > Confirmed that access points / crossing points can be installed at the landowner's request. > Confirmed the extent of the intrusive surveys is not yet known, stated that archaeological trial trenches may be required. > Requested the landowner signs and returns the Heads of Terms so Eversheds can be instructed to contact Harold Bell directly. 	15/08/2023	Email
<p>EM to Lee Rose re Rampion II - Key Terms</p> <ul style="list-style-type: none"> > Confirmed Nigel Abbott has been in contact with solicitor (Harold Bell), and in order for matters to progress, requested Heads of Terms to be signed and returned, so that the Applicant's solicitors can then liaise directly with Harold Bell. 	15/08/2023	Email
<p>EM from Malcolm Bell (Harold Bell) re Myrtle Stables</p> <ul style="list-style-type: none"> > Attached signed Heads of Terms. 	16/08/2023	Email
<p>EM to Lee Rose re Rampion 2 - Myrtle Grove Stables - Revised Easement Offer</p> <ul style="list-style-type: none"> > Confirmed the Applicant will increase the easement offer to align with revised offers per linear metre made to Land Interests. 	10/07/2024	Email

All engagement correspondence referred to within this Land Engagement Report can be provided upon request. Please note: there may have to be redactions in order to comply with confidentiality between parties and GDPR legislation.