

Rampion 2 Wind Farm **Category 4:** **Compulsory Acquisition** **Land Engagement Reports:** **John Lambie Baird & Alison Tait** **Baird**

Date: August 2024
Revision A

Application Reference: 4.6.36
Pursuant to: The Infrastructure Planning (Examination Procedure)
Rules 2010, Rule 8(1)(c)(i)
Ecodoc Reference: 005279555-01

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:	[The Baird Farming Partnership] (The Late) John Lambie Baird & Alison Tait Baird & James D Baird (Home Farm) Limited	URN on LRT:	076
AGENT:	Andrew Thomas (Henry Adams)	Relevant Rep Ref:	RR-387
PROPERTY NAME:	Angmering Forge, Brookpit Lane, Climping (WSX60950) Church Farm, Church Lane, Climping (WSX20457) Land at Church Farm, Church Lane, Climping (WSX86123)	Written Rep Ref:	N/A
LAND INTEREST:	Category 1 Works 05 Extension Ducts Works 06 Underground Landfall Connection Works Intertidal Area Works 07 Underground Landfall Connection Works Onshore Works 08 Landfall Connection Works, Lauch Pit and Jointing Works 09 Cable Installation Works Works 10 Temporary Construction Compound Works 11 Temporary Soil Storage Works 13 Temporary Construction Access Works 14 Construction and Operational Access Works 15 Operational Access	PLOT No:	1b/3, 1b/4, 1/5, 1/6, 1/7, 1/8, 1/9, 1/10, 1/11, 1/12, 1/13, 1/14, 1/15, 1/16, 1/17, 1/18, 1/19, 1/21, 1/22, 1/23, 1/24, 1/25, 2/1, 2/2, 2/4, 2/5, 2/6, 2/7, 2/8, 2/9, 2/10, 2/11, 2/12, 2/22, 2/23, 2/24, 2/25, 2/26

STATUS

The Applicant has engaged with the Landowner and the Landowner's agents since 2020 and during that time the Applicant has made cable route and operational access track alterations at the Landowner's request to mitigate the impact of the Project on the Landowner's farming business, and not to adversely impact on the Landowner's development aspirations demonstrating meaningful consultation and engagement.

Despite an extensive number of meetings and discussions with the Applicant's multi-disciplinary team and land agent and through regular correspondence with the Landowner, the Landowner is not willing to accept the Applicant's reasoning and justification for certain decisions taken by the Applicant (as detailed in the Outstanding Issues Delaying Conclusion of Voluntary Agreement below).

Further to the issue of Heads of Terms for the cable route in 2023, the Applicant has updated these Heads of Terms, increasing the easement consideration offer as well as including payments for the access routes across the Property. In addition, Heads of Terms have been issued for the temporary construction compound lease with a choice of two financial offers to which no response has been received from the Landowner or the Landowner's agent.

The Applicant met with the Landowner's agent and requested that the Landowner's agent seek clarification from the Landowner on what the Landowner's position is relating to reaching a voluntary agreement.

NEGOTIATIONS FOR VOLUNTARY ACQUISITION OF RIGHTS

- Heads of Terms were issued in June 2023.
- Carter Jonas has sought to engage in meaningful negotiations with the Landowner which have included: -
- In April 2023, a group of agents, to include Andrew Thomas, responded collectively with comments on the Heads of Terms included within an excel table.
- In May 2023, an updated spreadsheet with Carter Jonas comments on the issues raised was then circulated by Carter Jonas via email, to the same group of agents for comment.

- No further responses were received from the agents specifically relating to the spreadsheet.
- In **June 2023**, Carter Jonas emailed the same group of agents, where it was confirmed that on the basis no response had been received on the issued response to in **May 2023**, as set out within the spreadsheet, going forward there would be ongoing dialogue with individual agents in relation to specific landowner queries.
- Subsequently, Carter Jonas began discussions with various agents in relation to landowner specific details within the **Heads of Terms**.
- The Landowner's initial response was that they wanted to review the draft Option Agreement and draft Deed of Easement, which were provided in **September 2023**, before responding to the Applicant with comments.
- The Landowner submitted their initial response through an objection submitted as part of the Statutory Consultation in **November 2023**.
- The Applicant met with the Landowner and the Landowner's agent in **March 2024** and the Landowner raised matters that had been previously raised including site compound choice, contamination, and flood risk requiring satisfactory answers to before progressing negotiations on the **Heads of Terms**.
- The Applicant has responded to the Landowner with answers to the Landowner concerns in writing in letters dated **24th May 2024** and **19th June 2024** respectively.
- The Applicant met with the Landowner's agent via a Teams call on 13th June with a focus on permitted activities over the permanent cable easement
- The Applicant issued revised Heads of Terms, including an increased easement amount offer, to the Landowner on **26th June 2024**. In addition, the Applicant issued Heads of Terms for the Temporary Construction Compound on **12th July 2024**.

PROGRESS OF ENGAGEMENT FOLLOWING CAH1

- The Applicant issued Heads of Terms for the temporary construction compound in an email dated **20th May 2024** offering the Landowner a choice of two options to proceed with.
- The Applicant provided further information to the Landowner and the Landowner's agent, in an email dated **20th May 2024** on cables and roots explaining direct physical damage risk and indirect risks from root growth near power transmission cables.
- The Landowner responded to the **Heads of Terms** for the temporary construction compound in an email dated **20th May 2024**, making no comments at all on the proposed offers / **Heads of Terms**, but instead stating the Applicant has failed to respond to any of the points raised in the meeting on **12th March 2024**, and urged the Applicant to meet to commence negotiations of the **Heads of Terms** / draft Option Agreement / draft Deed of Easement.
- The Landowner's agent raised further queries, in an email dated **22nd May 2024**, in relation to the Applicant identifying what tree species may be compatible with the cable route. The Landowner's agent requested more specific wording around the definition of a 'tree' is and requested clarification on who would be responsible for clearing trees from the easement strip.
- The Applicant wrote a letter dated **24th May 2024** to the Landowner that sought to address the Landowner's concerns (following a meeting with the Landowner in **March 2024**):

"Natural Regeneration Farming

We discussed your intentions to farm your land for natural capital / Biodiversity Net Gain ("BNG") offsetting through natural regeneration and noted that easement document restricts the landowner from doing so through imposing a condition to maintain the vegetation and not to allow any natural regeneration (i.e. not to allow any trees to regenerate) thus preventing you from farming in this way.

Rampion's onshore consents manager Oliver Kirkham commented at the meeting that in principle Rampion could consider the potential for BNG to be offset along the length of the easement strip / cable corridor and that Rampion could pay you with credits for this, though this would need to be discussed further. We have been in contact with your consultants CLM and will be arranging a date to meet with them in June to discuss the BNG on your land and how those plans may align with the Rampion 2 project requirements.

Trees

Andrew (Thomas) raised a query in relation to whether hazel can be allowed to grow within the easement strip / cable corridor, and asked Rampion's engineer Richard Towner Roethe, what evidence Rampion have to substantiate the prohibition of planting trees in the easement strip / cable corridor.

*Richard (Towner Roethe) explained at the meeting that Rampion are obligated to protect the cables as the presence of tree roots can put the protection of cables at risk, and Oliver (Kirkham) confirmed that the OFTO would be at risk of not being able to insure the cables with trees growing within the easement strip accordingly. Oliver (Kirkham) subsequently emailed you, in an email dated **20th May 2024**, setting out the detail of the technical requirement for the exclusion of planting new woodland or trees above installed export cables including details about the direct and indirect risks of physical damage and from root growth near power transmission cables.*

*Andrew (Thomas) responded to Oliver's (Kirkham) email, in an **email dated 22nd May 2024**, that Rampion's Outline Landscape and Ecology Management Plan ("OLEMP") (Section 4 – Landscape and Habitat Reinstatement) suggests that hawthorn, crab-apple, blackthorn, elder and hazel are acceptable to be planted*

anywhere, and stated that this conflicts with the proposed easement agreement which seeks to sterilise the strip of all trees.

Please note that Section 4 – Landscape and Habitat Reinstatement of the OLEMP only applies to the reinstatement of existing vegetation and does not include new planting of vegetation (trees or scrub) over the cable corridor that is currently used as agricultural (predominantly arable) farmland.

For the avoidance of doubt, no new planting (or natural regeneration) of trees or scrub over the easement strip / cable corridor is permitted, without the prior written consent in writing such consent not to be unreasonably withheld or delayed. The asset owner (Rampion Extension Development Limited, and later an OFTO) will be responsible for periodic survey and vegetation management of the cable easement strip as required.

Andrew (Thomas) sought confirmation that Rampion 2's right seeking to plant trees on the Grantor's Estate must not relate to Rampion 2's own BNG requirements, but for replacement planting only. I can confirm that this is correct. Any new planting beyond the reinstatement planting required to contribute towards Rampion 2's BNG obligations will be subject to separate negotiation. We are happy to discuss this further in the context of your BNG offer once we understand your BNG proposals in more detail.

Temporary Site Compound Location

In the meeting, you made it clear that you strongly oppose the location of the site compound and that Rampion had not considered alternative locations (off your land) properly.

Rampion requires three temporary construction compounds as bases to support the construction of the onshore cable corridor to reduce the distance travelled between the compounds and cable work sites, and another two to support the onshore substation works. This includes for logistics, preparing materials, equipment, maintenance, project management and to support mitigation works. Compounds must have sufficient space for the required purposes, be close to major roads, be outside of protected areas, be near the onshore cable corridor and key construction activities and be on level clear ground.

The temporary construction compounds have been located strategically to each serve a section of onshore cable route during construction. A temporary construction compound is best located near to a trunk road for ease of transport links, outside of designated areas, of sufficient size to fulfil its purpose and on flat land where possible to reduce the need for cut / fill.

The Climping construction compound is located in close proximity and linked to the onshore cable construction corridor to the East, it is also in close proximity to support the landfall works. Rampion considered an alternative compound site at Climping to the West of Church Lane prior to consultation but this was rejected due to the area overlapping with an approved outline application (CM/1/17/OUT for the erection of up to 300 dwellings and ancillary development). Other alternatives were considered in the area but the extent of Flood Zone 2 and 3, increased proximity to cultural heritage assets and residual capacity as a result of these constraints made these options unworkable for Rampion 2.

Temporary Site Compound Consideration

Andrew (Thomas) commented that on Rampion 1 the site compound fee was calculated on REDACTED and noted Rampion 2 were offering REDACTED, and that this was not subject to any RPI increase until the date of entry. You made it clear that you would only be willing to accept a commercial value for the site compound. Oliver (Kirkham) agreed that Rampion would review the basis of the site compound consideration.

I subsequently emailed you, on 20th May 2024, with a revised offer for the temporary site compound consideration. I can confirm that the size of the temporary site compound will equate to approx. 59,000 square metres (5.90 hectares (approx. 14.5 acres)). In addition, there are two HDD compounds which will equate in total to approx. 24,000 square metres (2.40 hectares (approx. 6 acres)) resulting in a total area of land of 83,000 square metres (8.3 hectares (approx. 20 acres)).

Rampion are currently offering a temporary site compound consideration of REDACTED that equates to REDACTED (payable annually in advance for the duration of the construction period). Crop loss and disturbance will be paid on top of this.

Alternatively, Rampion are prepared to offer a temporary site compound consideration of REDACTED that equates to REDACTED (payable annually in advance for the duration of the construction period), without the additional payments for crop loss and disturbance.

Potential Land Contamination

Following a discussion about your aspirations to develop the land (where the temporary site compound is cited) Andrew (Thomas) raised a concern about the land being contaminated during its use as a site compound. Richard (Towner Roethe) was able to confirm at the meeting that before and after baseline contamination surveys would be undertaken, and that strict industry practices are enforced to prevent any contamination of soil from compound activities. Richard (Towner Roethe) was also able to confirm that the site compound would be used for storing topsoil – that Rampion are unable to store in the floodplain – arising from the trenchless crossings. Any such soil that is suspected or found to be contaminated would be handled and stored appropriately to prevent migration of any contaminants (See Commitment C-143 in the Commitments Register [REP3-049 in the Examination Library]).

Undertaking Works in the Easement Strip / Cable Corridor

Andrew (Thomas) asked about the restrictions on raising and or lowering the levels of the land in the easement strip / cable corridor, as well as asking what costs may be borne from making an application for consent for any

works. Andrew (Thomas) also asked what happens in the event of natural erosion of a surface and who would be liable for the maintenance.

I can confirm that any routine maintenance of surfaces within the easement strip / cable corridor will not require consent to be sought (for example, filling in potholes / making good the surface of an existing farm track). I can also confirm that the landowner would not be responsible / liable for natural erosion.

Raising or reducing levels would require prior written consent in writing such consent not to be unreasonably withheld or delayed, due to the OFTO's requirement to ensure the cables are not interfered with / impacted upon.

Option Agreement – Requirement to retain 40m Strip

Andrew (Thomas) queried Rampion's requirement to retain a 40m strip in perpetuity. Having re-read the draft Option Agreement, I can confirm that Rampion only seek the 40m strip to be safeguarded from any form of development or the raising or lowering of the levels from the date of signing the Option Agreement until the date that entry onto the land is taken (or the date that the rights are terminated). Rampion are only seeking a permanent 20m easement strip (where open cut and slightly wider at landfall compounds / HDD locations) for a term of 99 years.

Impact on Campsites

Alison (Baird) asked at the meeting whether construction access was required adjacent to the Cuckoo and Billabong campsites. I confirmed that this is only an operational access requirement (post scheme) and that this may be in the form of a man in a white van requiring access on a once in a six-monthly basis.

The Billabong campsite is in close proximity to the HDD pit (crossing under the River Arun) and it is acknowledged that during the undertaking of the drilling this may be disruptive to the campsite users, and may take approximately 4 months to complete. At this time, Rampion cannot give any assurances as to when this HDD will be undertaken, as construction scheduling will be undertaken following detailed design by the principal contractor. However, Rampion are willing to discuss the timescales / project programme (and any further mitigation measures) as and when the principal contractor has been appointed and a programme of works has been finalised.

Black Poplar Trees

You have clearly stated your concerns in relation to the nationally rare indigenous Black Poplar trees growing on your land. Rampion can confirm that they know the location of these trees, will seek to avoid them where possible, and have added the commitment in the Outline Code of Construction Practice to protect and translocate if required species such as Black Poplar (See 5.6.38 and 5.6.39 in the Outline Code of Construction Practice [REP3-025 in the Examination Library])."

- The Landowner responded to the Applicant's letter in an email dated **30th May 2024** marked without prejudice.
- The Applicant invited the Landowner's environmental advisor to an on-line video TEAMS call on **17th June 2024** to discuss further Rampion's BNH requirements and to seek to understand the Landowner's BNG aspirations.
- The Applicant followed up the TEAMS call in writing in an email dated **19th June 2024**:

"BNG

From the habitat creation plan provided by CLM it does appear that there is a good opportunity to align what is required for Rampion 2, with a significant amount identified as being required in the Arun District. The project is not currently in position to enter into a commercial agreement for BNG until after the Development Consent Order ("DCO") is granted, however as per our call you will have a better understanding of what the projects requirements are, and we will provide further information to CLM to elaborate upon. We would like to keep working with you over this and any developments that happen over time until the project is in such a position it could enter into commercial arrangements.

Point relevant to HoTs and the option / easement agreements

Temporary Construction Compounds ("TCC")

The TCCs have been located strategically to each serve a section of onshore cable route during construction. The TCCs have been located near to a trunk road for ease of transport links, outside of designated areas, being sufficient in size to fulfil its purpose and on flat land where possible to reduce the need for major earth moving works. The Climping Construction Compound is located in close proximity and linked to the onshore cable construction corridor to the east, it is also in close proximity to support the landfall works. The project had considered the alternative compound site at Climping to the west of Church Lane prior to consultation but this was rejected due to the area overlapping with an approved Outline Application CM/1/17/OUT for the erection of up to 300 dwellings and ancillary development. Other alternatives were considered in the area but the extent of Flood Zones 2 and 3 precluded these options in favour of the chosen site.

Construction Compound Rents

Currently under CA regulations, Temporary Possession doesn't require Acquiring Authorities to pay rental rates for the temporary construction areas, however it is not proposed that the project follow this and are keen to secure the rights through voluntary agreements. Whilst rates for compounds are paid by numerous construction activities and can vary hugely depending on numerous factors, quite often where the construction of works are required, a compound is not covered any CA powers. This would clearly not be the case here. Therefore we believe there is not a market as such for construction compounds and therefore providing comparables would be counter productive as the circumstances of each individual transaction is unknown. The levels are usually

dictated by the income the land would be receiving if the scheme was not present (compensation as a result of the use of the land temporarily). There is a wide range of different rent payments ranging from nothing except crop loss and disturbance to several times the average income of the land. The offer that has been put forward has been based on 4 times the gross margin. We believe this is a reasonable and fair offer through we are open to a realistic counteroffer from Andrew (your agent) on this matter.

For the avoidance of doubt the calculation of the compound here would be **REDACTED** or **REDACTED** (as set out below).

Land Contamination

The approach to land contamination is addressed in the draft Development Consent Order under Requirement 25 [EN010117-001565-Rampion Extension Development Limited - 3.1 Draft Development Consent Order \(clean\).pdf \(planninginspectorate.gov.uk\)](#)

“Contamination risk 25.—

(1) No construction works excluding onshore site preparation works are to commence within the onshore Order limits in the localised areas identified within the preliminary risk assessment (desk study) included in chapter 25 of the environmental statement as being at risk from contamination until land contamination assessments have been undertaken for that localised area of the onshore Order limits and has been submitted to and approved by the relevant planning authority.

(2) The land contamination assessments must be carried out in accordance with the Environment Agency’s Land Contamination Risk Management manual (“the LCRM”) and will include the following—

(a) results of a site investigation scheme and quantitative risk assessment based on the findings of the preliminary risk assessment (desk study) to identify any site-specific assessment risks to receptors that may require a remediation strategy described in sub-paragraph (b);

(b) where unacceptable risks are identified based on the results of the site investigation and risk assessment referred to in sub-paragraph

(a), a remediation strategy giving full details of the remediation measures required and how they are to be undertaken;

(c) a verification plan providing details of the data that will be collected in order to demonstrate that the works set out in the remediation strategy secured by sub-paragraph

(b) are complete and have been effective;

(d) provision of a verification report in line with the verification plan referred to in sub[1]paragraph

(c) prior to completion of the works.

(3) If, during the course of construction, previously unidentified contamination is discovered, construction must cease on that localised area of land within the onshore Order limits (unless otherwise agreed in writing with the relevant planning authority) and the contamination reports to the relevant planning authority within 10 working days. Construction must not recommence on that localised area of land within the onshore order limits until a remediation strategy (including a verification plan) detailing how this contamination will be dealt with has been submitted to, and approved by, the relevant planning authority. The remediation strategy is to be developed in accordance with LCRM, which may include further site investigation and risk assessment, and must then be implemented as approved by the relevant planning authority.”

If a contamination event occurred during construction on the compound area a scheme of remediation would be needed to be put in place and complied with, this would be a legal requirement. As per previous correspondence please see the attached letter dated 23rd May 2023 which refers to ground contamination. There is also reference to this in the current draft option / easement agreements.

Undertaking Works

The underground cables would need to be able to be accessible for repairs if there was to be an unforeseen event or catastrophic damage, as you will appreciate that in part, is the purpose of the easement fee. The issue of increasing the depth of soil over the cables in all instances would need to be carefully considered as it has implications for any future works. There are several technical reasons for depth of over electrical cables. Rating of the cables is impacted by the depth they are laid at and technical assessments are undertaken post consent during detailed design of the project determining the type of cables that would need to be acquired and installed. Any changes to ground depths can impact this and the project would have to consider the impacts prior to giving consents. If the impacts effectively reduced cable rating and severely impacted operational use of the cables, then obviously the project would need the ability to withhold this consent. There are tolerances that cables work to and these are taken across the whole cable route (landfall to substation), the number of HDD’s (where cables will be at quite a depth already), soil make up and what is placed upon the cables (roads, tracks, watercourse etc.) that all feed into these technical designs. Therefore, I’m sure you understand that providing the ability to increase or decrease cover has impacts that the project would need to consider. Sadly, this is not something the project can ever agree to as a given right. However, are there particular locations you could mark up on a plan (size of area and the increase of ground height) that the project can consider now as part of the agreements ahead of any cable installations to establish if this can be achieved? This restriction on the land is normal where assets are buried under an easement or through the use of CA powers.

Trees and Natural Regeneration

In talking to my client and similar to the position about changes to ground heights, above, tree growth over the cable easement poses a serious risk to cable infrastructure, easement restrictions are put in place for this

reason. In all cases similar to the position of the local electric company having the ability to cut and remove trees under overhead cables, the same applies for cables buried in the ground. The restriction is there to prevent actively planting trees over the cable easement, however in respect of natural regeneration of trees, scrub etc. my client has considered this proposed alternative wording (this is subject to legal approval, and I hope to get confirmation of this shortly).

Not to plant or grow or permit to be planted or grown on the easement any trees or shrubs or hedgerow or underwood without the consent in writing of the Grantee (not to be unreasonably withheld or delayed provided that the proposed trees, shrubs or underwood would not cause damage to the Electric Cables nor make it materially more difficult or expensive to exercise the Rights) but not so as to prevent natural regeneration.

I would like to draw your attention to Page 84 of the same link ([here](#)) as above in the draft Development Consent Order referring to **Cable Restrictive Covenant** should the powers be afforded to the project upon consent. These types of restrictions are not unusual and applied as standard wording across DCO's where cable installation forms part of the application."

- The Landowner in an email dated **20th June 2024** requested that Applicant provide comparable evidence to justify the temporary construction compound commercial offer rates.
- The Applicant responded to the Landowner's email dated **20th June 2024** in an email dated **20th June 2024** stating that there is no market for construction compounds and any compound rate information they held could not be shared due to client confidentiality. The Applicant suggested to the Landowner that the Landowner's agent could provide feedback to the Landowner on whether the rate proposed by the Applicant was reasonable or not and invited the Landowner's agent to make a counter-offer (with accompanying comparable evidence).
- The Applicant issued the Landowner **Revised Heads of Terms**, including an increased easement offer, payments for construction, combined construction and operational, and operational access and additional construction areas on **26th June 2024**.
- The Applicant emailed the Landowner's agent in an email dated **3rd July 2024** requesting a meeting to discuss / review the **Revised Heads of Terms**.
- The Applicant had a telephone conversation with the Landowner on **9th July 2024**. The Landowner stated that unless further information was provided in relation to the temporary construction compound comparable evidence used by the Applicant then the proposed meeting on **17th July 2024** would be cancelled. The Landowner requested that the **Heads of Terms** were split out per each individual Trust across the Property (the proposed split differs from the position which the Applicant understands to be the current ownership of the Property).
The Landowner also requested that the Applicant makes the Landowner an offer for potential BNG use of the Property (the specific requirement for which has not yet been set out in detail), and a further offer for the LEGA development area despite there being no consented development or even planning application for built development in this area.
- The Applicant met with the Landowner's agent on **15th July 2024** and requested that the Landowner's agent manages his client's expectations in reference to:
 - Temporary construction compound comparables, as the Landowner's agent knows the offers that were being made to another landowner on the Project and therefore is aware that the Landowner is not at a disadvantage.
 - Severed areas as a result of temporary works would be managed as a compensation claim once it was confirmed where the works would take place.
 - Given that the Landowner's agent could not confirm how the land ownership of the Property is split between the relevant private Trusts, it was agreed that the Landowner's appointed solicitor would confirm whether separate agreements were needed between the parties following title enquiries from the Applicant's solicitor once terms are agreed.The Applicant confirmed that the Heads of Terms plans will be amended and provided to the Landowner and the Landowner's agent in order to help progress negotiations.
The Applicant requested that the Landowner's agent to meet with the Landowner and to confirm the Landowner's position on the **Revised Heads of Terms**.

LANDOWNER ENGAGEMENT (2020 to 2024)

- The Applicant has had detailed dialogue with the Landowner and the Landowner's agent commencing from **July 2020**.
- Written correspondence issued both via emails and letters have been issued to the Landowner and the Landowner's agent across this period as evidenced by the Landowner Engagement Tracker (below).
- Early correspondence, during **2020 and 2021**, with the Landowner and the Landowner's agent sought to agree terms for a non-intrusive ecology survey licence and allow permission for ecology surveys to be undertaken.
- The Applicant held an on-line video TEAMS call with the Landowner and the Landowner's agent on **2nd March 2021** whereby the Landowner confirmed they were receptive to the Project and were willing to work collaboratively with the Applicant. Several points were discussed including:

- The Applicant confirming that no disturbance will be caused to the beach as a result of HDD drilling offshore to onshore.
- The Landowner requested how access was going to be gained, and the Applicant confirmed off Ferry Road avoiding using the roads through Atherington and or via Climping Primary School.
- The Landowner made the Applicant aware that a new shingle embankment has been installed by the Environment Agency along the beach as a flood defence. The Landowner informed the Applicant that a new cross flood plain defence inland from the coast is being looked and the Landowner is applying for the Natural Environment Investment Readiness Fund and raised a concern that this may conflict with the proposed cable route.
- The Landowner raised concerns in relation to land drains and confirmed their position that any damaged drains must be repaired upon completion.
- The Landowner informed the Applicant that there are some exceptionally rare UK indigenous Black Poplar trees that must be avoided.
- The Landowner confirmed that some of the Landowner's land to the North of Ferry Road has been allocated for housing development within the Littlehampton Economic Growth Area ("LEGA") and requested to keep the cable route as far away from this as possible.
- The Applicant met with the Landowner in **July 2021** and the Landowner provided the Applicant with further details of the large-scale sea defence project, which appeared to conflict with the proposed onshore launching pit. The Landowner requested that the cable corridor is moved as far to the West as possible to avoid conflicting with the LEGA development. The Landowner requested that the access via Climping Primary School is removed from the scope of the Project. The Landowner informed the Applicant that the land to the South of Ferry Road / A259 is subject to a National Trust restrictive covenant.
- The Applicant held an on-line video TEAMS call on **7th December 2021** with the Landowner and representatives of the Applicant's ecology team, and representatives of the Environment Agency to discuss the Rampion HHD Landfall Interface with the Local Community Coastal Adaption Scheme ("Lo-CAS") Climping Beach with an agenda covering:
 - Rampion 2 Preliminary Environmental Information Report ("PEIR") Proposals
 - Flood Bund Proposals
 - Landowner's suggested landfall location
 - Co-existence of bund and landfall on the high ground at the current landfall location
 - Alternative landfall location further north-east to avoid spatial interaction
- The Applicant followed up their actions arising from the TEAMS Call on **7th December 2021** in an email dated **11th February 2022** the provided details in relation to:
 - Flood Resilience of Rampion 2 Assets
 - HDD Process
 - Removal of Assets at the end of the Project Life
- The Applicant held an on-line video TEAMS call on **9th May 2022** with the Landowner and the Landowner's agent with representatives of the Applicant's environmental and engineering teams to provide an update on the Project with an agenda covering:
 - Landfall
 - Access
 - Planting along the onshore cable corridor
 - Hedgerow and watercourse crossings
 - LEGA housing development
 - Access and construction compound
 - Drainage
 - Actions
- The Applicant emailed the Landowner on **1st 12th** to outline the agenda for the meeting on **15th December**:
Comprising: long term ambitions for the site (beyond the construction phase), Structural planting, Tree or hedge removal; Dewatering and land contamination issues; The timing of your works; Heads of terms; Alternative site, Utilising your arisings for land raising locally. The Applicant requested the landowner provide a plan showing where your intended uses would take place.
- The Applicant met with the Landowner and the Landowner's agent on-site along with a representative from Hallam Land and a member of the Applicant's engineering team, on **15th December 2022**, to review and discuss the use of the land for the temporary construction compound.
- In **January** and **February 2023**, a number of emails were exchanged between the Applicant and the Landowner seeking clarification over the reasoning behind storing soil in the temporary construction compound, and the justification for selecting this field as the temporary construction compound.
- The Applicant met with the Landowner and the Landowner's agent on-site along with a representative of the Applicant's engineering team, on **15th March 2023**, to discuss the site selection and uses of the temporary construction compound and to discuss the routeing of the operational access in the context of the landowner's structural planting plans.

- The Landowner's agent submitted an email dated **17th March 2023** setting out the Landowner's objections to the Applicant using their land for the temporary construction compound siting:
 - Hallam Land's development aspirations to bring the field forward for development and Rampion's timescales being incompatible resulting in delays to any planning application being submitted.
 - Risks associated with accidental contamination from fuel spillages or leaching of natural contaminants from the storage of soil.
 - Requested that baseline (before and after) contamination surveys will be undertaken.
 - Confirmed that the Landowner has objected to the temporary construction compound in **2021**, and again in **2022** and stated that the Landowner has still not been provided with compelling evidence to suggest that the Applicant has properly investigated alternative locations.
 - Confirmed that the Landowner has instructed the Landowner's agent not to engage on commercial terms until these concerns have been satisfied.
- Further to the on-site meeting on **15th March 2023**, the Applicant wrote a letter dated **3rd May 2023** that provided further reasoning and justification on:

"The Proposed Rampion 2 Construction Compound

During the meeting on 15th March, you explained your preference that we site our construction compound at a location to the north of the location which we have identified.

You have previously suggested the use of this location, and we have considered it as one of a number of alternative locations in the area. However, our conclusion was that our choice of locations was constrained largely by the likelihood of flooding in this area.

Over half of the compound area that you proposed is situated within Flood Zones 2 and 3. It is therefore notably less preferable than our chosen compound location, due to this significant flood zone interaction (having a tidal flood risk across roughly half of the compound, and a fluvial risk across a third). We would therefore be required to demonstrate that other compound location options at lower flood risk are not feasible (but this is not the case, and so we are not able to demonstrate this). Please see Fig 1 below which shows this and a note at Appendix 2 from our Environmental Assessment team with regard to the Environment Agency flood data used. There are additional constraints to the north such as the scheduled monument and Archaeological Notification Area which also require to be taken into account.

You also asked about the extent of our expected use of our proposed compound area. Having consulted within the Rampion 2 team, I can report that it is likely that we would want to use the full area of the compound for the whole of the cable route construction period (which we expect to last for 3 years). We expect that this compound will be one of three used along the cable route, and that it would serve the landfall works and between 30% and 40% of the cable route.

Soil Storage

At the meeting on 15th March, you expressed concern about the movement and storage of soil and the "arisings" from our drilling work.

We would intend to move only the haul road arisings and potentially the topsoil from the corridor, to be stored in the compound away from the flood zone, as these materials will need to be stored for the duration of the construction works. The majority of the soil excavated from the trenches would be stored locally, and then backfilled into the trenches, as part of the trench excavation and duct installation process.

The "Rampion 2 Outline Code of Construction Practice" (which is available at the Rampion 2 website <https://rampion2.com/wp-content/uploads/2021/07/Rampion-2-Outline-Code-of-Construction-Practice-.pdf>) provides further detail of our proposed working methods:

Section 5.4 "Soils and agriculture" sets out the commitments and processes. Within Table 5.3, Point C-11 explains:

During construction topsoil and subsoil will be stored within the temporary working corridor of the onshore cable. The topsoil and subsoil will be stored in line with Defra 2009 Construction Code of Practice for the Sustainable Use of Soils on Construction Sites PB13298, including guidance on utilising separate stockpiles and giving due consideration to adverse weather conditions. Any suspected or confirmed contaminated soils will be separated, contained and tested before removed.

The following Sections also explain our proposed methods:

5.4.5 Use of the Outline Materials Management Plan (MMP), in conjunction with the Outline Soil Management Plan (SMP), will ensure that excavated materials identified for reuse are stored appropriately to protect them from damage or cross contamination and that these materials (including soils) have a defined end use to avoid them becoming waste.

5.4.6 Any material which is not suitable for use or which is surplus will be disposed offsite in line with the waste management and measures outlined in Section 4.9.

5.4.7 Further soils and agriculture management measures will be considered and included in the final updated Outline COCP at DCO Application where relevant.

Section 5.8 Ground conditions (including contamination) refers to processes to deal with contamination i.e.:

C-15 Contamination if found will be subject to appropriate risk assessment and if necessary, either removed, treated and/or mitigated as part of the Proposed Development.

C-19 The onshore cable will be constructed in discrete sections. The trenches will be excavated, the cable ducts will be laid, the trenches backfilled and the reinstatement process commenced in as short a timeframe as practicable. At regular intervals (typically 600m –1,000m) along the route joint bays/pits will be installed to enable the cable installation and connection process.

C-71 RED will ensure that the land used for the Proposed Development is suitable for the proposed use with respect to the potential for soil and groundwater contamination and, where necessary, risk-based remediation is undertaken in line with Environment Agency (2020) guidance (Land Contamination: Risk Management). The precise design of any remediation strategy will be confirmed in the detailed design after consent has been granted.

If you enter into a land agreement with Rampion 2, there would be a direct contractual commitment by Rampion 2 to ensure that it causes as little damage and disturbance to your land as reasonably possible. Reasonable compensation would be payable for loss and damage in accordance with the terms of the land agreement. To explain the liability that (in principle and subject to the terms of the land agreement) Rampion 2 would intend to take for contamination damage and loss issues that might arise during our installation work: Rampion 2 would be liable for costs associated with harm or losses from contamination or of the release of contamination, where this is the result of our work on your land. We would appreciate the opportunity to discuss this further with you and in the context of land agreement HOTs which Carter Jonas will be issuing to you at the same time as this letter.

Access Routes

As I understand was discussed at your meeting and as per the updated works plans sent to you at the end of April, Rampion2 is proposing the following access routes through land in your ownership between Ferry Road and the River Arun:

- 1) *Haul road along the cable route: temporary construction*
- 2) *Construction access road from Church Street to the proposed compound and on to the cable route*
- 3) *Operational access to access land to the north of Ferry Road*
- 4) *Operational access to land south of the River Arun"*

- The Landowner responded to the Applicant's letter dated **3rd May 2023** in an email dated **18th May 2023** stating that the Landowner was still not clear on the site selection process the Applicant had undertaken when selecting the temporary construction compound site and requested further information relating to the decision-making process including all the other sites that were considered and the reasons why they were discounted.
- The Applicant issued Heads of Terms to the Landowner on **27th June 2023**.
- The Landowner submitted a – without prejudice – representation as part of the Statutory Consultation in **November 2023**.
- The Applicant met with the Landowner and the Landowner's agent on-site along with a representative of the Applicant's engineering team, on **12th March 2024**, where amongst other points BNG, the draft Option Agreement and the draft Easement queries, and the temporary construction compound rates were discussed.

IMPACT ON LAND INTEREST

- The cable route passes through large tracts of the Landowner's arable farmland stretching from the coastline up to the River Arun crossing. This includes the onshore landfall transition joint bay locations (which currently has two possible locations within a larger DCO Order Limits area (than the standard 60-80m width). There is also the temporary construction compound that adjoins the cable corridor with a number of operational access routes through the Landowner's landholdings.
- There will be a temporary loss of usable arable farmland as a result of the temporary cable construction corridor, construction access roads and temporary construction compounds
- The Landowner's intention is to farm the land for natural capital / BNG offsetting through natural regeneration.
- There may be an impact on the camping use, through disturbance depending on the construction programme
- The Landowner has future development aspirations for major housing development and the permanent cable easement restriction will prevent housebuilding and hard-surfacing over the top of it
- The easement document restricts planting trees temporarily in the DCO order limits and permanently in the 20m easement corridor. The Applicant notes that there are a range of BNG habitat opportunities and that woodland planting is only one of these and not particularly appropriate for this area where grazing marshland would be optimum.

PROPOSED MITIGATION

- The Applicant can mitigate the impacts on the daily farming activities through agreeing accommodation works in advance of construction commencing – such as crossing points.
- The Applicant has offered to offset BNG along the length of the easement strip through the extent of the Landowner's ownership and has confirmed that the Applicant would be willing to purchase the credits subject to agreement of price.
- The Applicant has confirmed in **Section 4.5 of the Outline Landscape and Ecology Management Plan ("LEMP") [Doc. Ref: APP-232]** that reinstatement of all hedgerows temporarily lost would begin within two

years of its loss, with planting occurring during the first available planting period once reinstatement has begun (n.b. this might mean that planting of a hedgerow begins slightly after the two year period due to seasonal constraints).

- The Applicant's masterplans and any associated planning applications can take into account the DCO order limits and in turn the permanent cable easement.

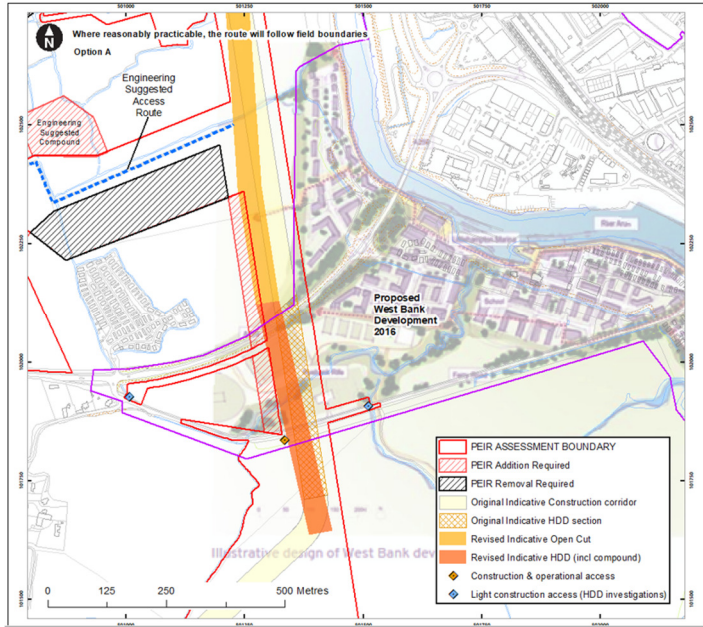
OUTSTANDING ISSUES DELAYING CONCLUSION OF VOLUNTARY AGREEMENT

- The Landowner continues to seek a higher payment for the Temporary Construction Compound citing the Rampion 1 payment rate as comparable evidence. The Landowner's agent has made it clear that if the offer is not increased the Landowner is unlikely to sign the Heads of Terms for the Temporary Construction Compound.
- The Landowner's reluctance to accept that the Applicant is unable to provide comparable evidence to support the temporary construction compound offered rates.
- The Landowner's reluctance to accept the reasons offered by the Applicant for the site selection of the temporary construction compound.

Carter Jonas

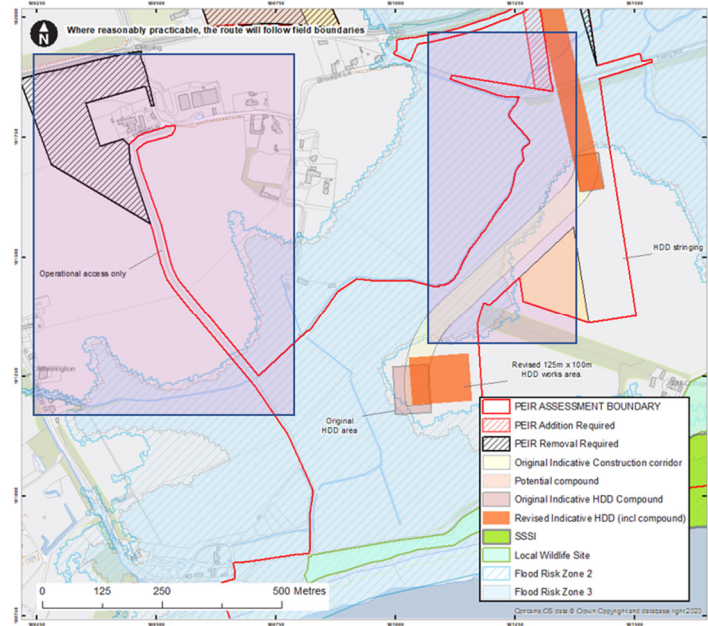
ALTERNATIVES / REFINEMENTS – REVIEWED AT THE LAND INTEREST’S REQUEST

Full List of design changes considered with summary of reasons

Dates of Design Change Request	Design Change Request / Proposal	Accepted or Rejected	Key Reasons
26 th October 2021	<p>Landowner request to move the cable route – West – away from the proposed Littlehampton Economic Growth Area (“LEGA”) proposed West Bank residential development (on land that is currently agricultural land in an arable crop rotation).</p> 	Accepted	<p>The proposed cable route currently passes in close proximity to land designated as an allocated residential development zone in the Arun District Council local development plan, forming part of the LEGA Littlehampton West Bank residential development proposal (circa 1,00 new homes).</p> <p>The landowner does not want the cable route to sterilise the Property or in any way prejudice their proposed development and has requested the cable route is moved further away from this area.</p> <p>The DCO limits were moved to the west- in order that (subject to Arun District Council confirming that the development zone is viable) the construction corridor could up be moved up to 50m to the West to create more separation distance from the proposed housing development zone.</p>
3 rd November 2021	<p>Landowner request to remove the construction access to the East of Atherington (as shown in the large rectangle on the left below) given the proximity to Climping Primary</p>	Accepted	<p>A request was made on behalf of the National Trust (who have a covenant giving them powers to maintain the open, undeveloped</p>

Carter Jonas

School from the PEIR boundary, and for a temporary construction road to be constructed, utilising an existing farm track (as shown in the small rectangle on the right below), in the construction corridor directly off Ferry Road.



nature of this area of land) that the creation of additional roadways and access points be restricted, and that existing infrastructure be used as much as possible.

This was accepted, but not descoped from the PEIR proposal due to a requirement for operational access.

8th November 2021

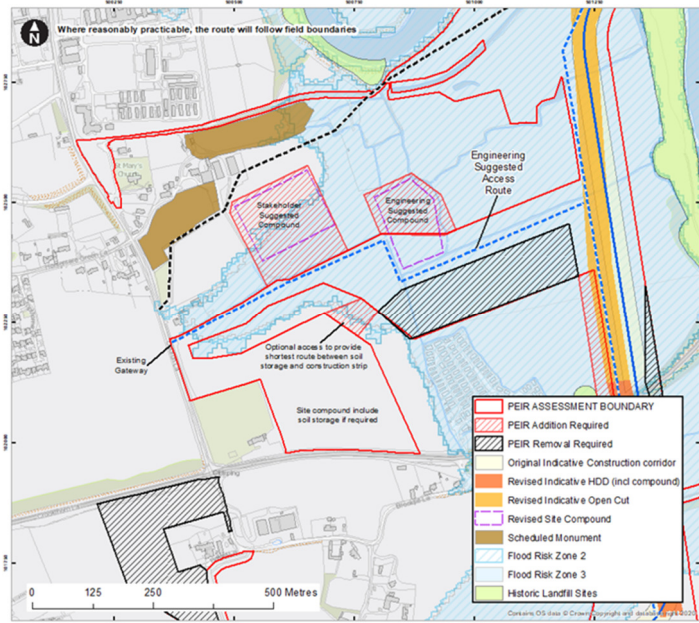
Landowner request that the proposed temporary construction compound be re-located further North towards Church Farm (see Stakeholder Suggested Compound below), both locations are agricultural land currently in an arable crop rotation.

Rejected

The landowner has stated that the current proposed location is within a field earmarked for potential (long-term) development (there is no current planning application on this land / nor any

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The landowner requested the proposed site compound to be re-located further North closer towards Church Farm (see Stakeholder Suggested Compound below), both locations are agricultural land currently in an arable rotation.



option / promotion agreement) adjoining the Climping Village Hall / Recreation Field.

The landowner has proposed a site closer to Church Farm (see Stakeholder Suggest Compound) below that utilises the existing farm entrance / track leading to Church Farm, and that in the landowner's opinion would have a lesser impact on his day-to-day farming business.

The Applicant assessed the proposal but determined that the original site compound location needed to be retained, with specific mitigation measures in the Outline Code of Construction Practice ("CoCP") and / or environmental constraints. The reasons for this included proximity to cultural heritage features, with over 50% of the area being within the flood zone.

8th November 2021

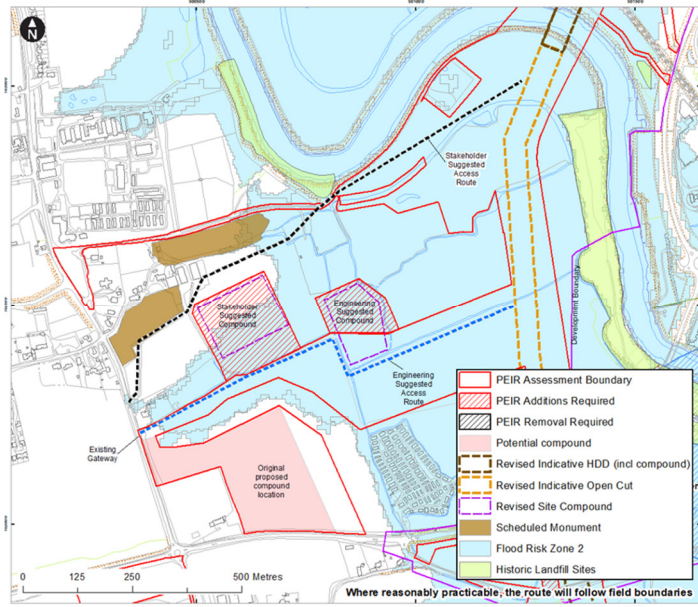
Landowner request that the proposed construction access (see Engineering Suggested Access Route below) is re-located utilising an existing farm track to the South of Church Farm (see Stakeholder Suggested Access Route below).

Rejected

It was decided to construct a new temporary construction access directly off Church Lane instead of an access further north immediately south of the HM prison (see Engineering Suggested Access Route) as it was deemed to be an improved access for the following reasons
- traffic safety reasons

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In addition, there is a proposed operational access route that utilises a shared access track leading past St Mary's Church passing and immediately adjoining HM Ford Prison before entering the landowner's land.



The landowner requested a change to the operational access off Church Lane to allow for structural planting to be carried out for future development proposals in January 2023. The email from the landowner stated:

“Hopefully Charlie has sent you the structural planting plans and we can soon come to an agreement on progressing with the planting.

As discussed onsite we are keen to bottom out the justification and need for the Hallam site to be used for soil storage at all.

We discussed storing the arisings close to the trenches between the Climping park homes and the area of work.

- further from the listed St Mary's Church and HM Ford Prison.

The Applicant amended the operational access routing to facilitate structural planting request

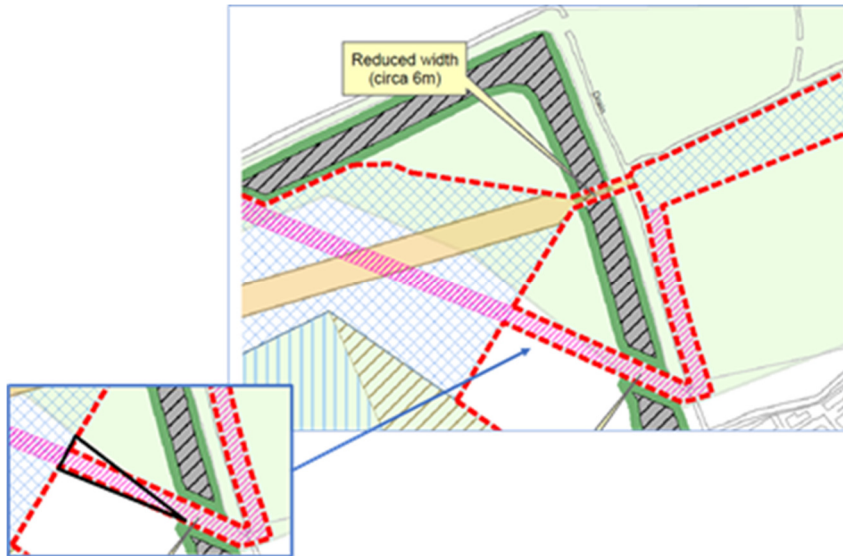
Carter Jonas

This would have the dual benefit of;

- 1) acting as a defacto acoustic bund to minimise disturbance to residents and allow the cable to be installed closer to their boundary; and*
- 2) it will free up the adjacent land for Hallam to progress their plans.*

You said you would go away and think about how best to advance engagement with the Environment Agency over the storage of materials on the non-functional flood plain."

The revised operational access is shown by the hatched red line below in the "V" shape which is Land Plots 2/6 and 2/7 as shown on the land plans



CJ Negotiations/Contact Summary	Date of Contact	Method of Contact
EM from Sarah Webster (Brachers LLP) re Rampion Access Licence > Requested to review proposed access licence - attached amendments in tracked changes for Rampion's consideration.	27/07/2020	Email
EM to Sarah Webster (Brachers LLP) re Rampion Access Licence > Responded with two queries in relation to clause 6.2 and 6.3.	18/08/2020	Email
Tel. con with Andrew Thomas (Henry Adams) re Rampion 2 Licence Terms	14/09/2020	Telecom
EM from Andrew Thomas (Henry Adams) re Rampion 2 Licence Terms > Setting out concerns about licence agreement.	14/09/2020	Email
EM to Andrew Thomas (Henry Adams) re Rampion 2 Licence Terms > Confirmed will review AT's comments with Project Team - final wording subject to RWE approval.	15/09/2020	Email
EM from Andrew Thomas (Henry Adams) re Rampion 2 Licence Terms > Outlined concerns in relation to definition of Survey Works. > Outlined concerns in relation to liability level. > Concerned about no mention of reimbursement of fees.	17/09/2020	Email
EM to Andrew Thomas (Henry Adams) re Rampion 2 Licence Terms Baird > Reviewed Sarah Websters comments. > Confirmed increase in liability level is acceptable.	29/10/2020	Email
EM to Andrew Thomas (Henry Adams) re Rampion 2 - Baird > Requested access for ecologists to inspect trees for bat roost potential in November / December. > Requested update on the licence.	04/11/2020	Email
EM from Andrew Thomas (Henry Adams) re Rampion 2 - Baird > Confirmed forwarded this to JB and will liaise with solicitor today.	06/11/2020	Email
EM to Andrew Thomas (Henry Adams) re Rampion 2 - Baird > Requested update from AT.	12/11/2020	Email
EM from Andrew Thomas (Henry Adams) re Rampion 2 - Baird > Confirmed emailed Sarah Webster - but not heard anything back.	12/11/2020	Email
EM to Andrew Thomas (Henry Adams) re Rampion 2 - Baird > Confirmed high level project introduction letters will shortly be issued. > Requested further update on licence progress.	24/11/2020	Email
EM from Andrew Thomas (Henry Adams) re Rampion 2 - Baird > Confirmed still hasn't heard anything from Sarah Webster.	25/11/2020	Email
EM to Andrew Thomas (Henry Adams) re Rampion 2 - Baird > Requested whether any progress has been made with Sarah Webster.	08/12/2020	Email

> Wider comms expected to be sent out to all landowners in early 2021.		
EM to Andrew Thomas (Henry Adams) re Rampion 2 - Baird > Requested update from AT.	15/12/2020	Email
EM from Andrew Thomas (Henry Adams) re Rampion 2 - Baird > Confirmed will chase Sarah Webster.	16/12/2020	Email
EM to Sarah Webster (Brachers LLP) re Rampion Access Licence > Confirmed keen to agreed and complete licence agreement.	16/12/2020	Email
EM to Andrew Thomas (Henry Adams) re Rampion 2 - Baird > Confirmed chased Sarah Webster directly.	18/12/2020	Email
EM to Andrew Thomas (Henry Adams) re Rampion 2 - Baird > Confirmed still not heard from Sarah Webster. > Confirmed landowners will be receiving information on the project this week.	08/01/2021	Email
EM from Andrew Thomas (Henry Adams) re Rampion 2 - Baird > Confirmed will chase Sarah Webster.	11/01/2021	Email
EM to Andrew Thomas (Henry Adams) re Rampion 2 - Baird > Confirmed still not heard from Sarah Webster.	19/01/2021	Email
EM to Andrew Thomas (Henry Adams) re Rampion 2 - Baird > Requested to follow up this matter and seek to arrange a call.	02/02/2021	Email
EM to Andrew Thomas (Henry Adams) & Sarah Webster (Brachers LLP) re James Baird > Set out number of titles under Baird family ownership. > Confirmed licence fees and contribution towards costs.	10/02/2021	Email
EM from Andrew Thomas (Henry Adams) re James Baird > Concerned about Rampion reimbursing professional fees to the farmer, rather than making payment directly.	12/02/2021	Email
EM to Andrew Thomas (Henry Adams) re James Baird > Confirmed the principle of reimbursing and accounting for landowners (accountants) costs in this manner is standard practice.	12/02/2021	Email
EM from James Baird re Response to letter FTAO Jack Furness [Private and Confidential, Without Prejudice & Subject to Contract]	16/02/2021	Email
EM from Andrew Thomas (Henry Adams) re James Baird & Rampion > Been in touch with JB, due to COVID precautions can meet on TEAMS / Zoom instead in Week c. 01 03 2021.	19/02/2021	Email
EM to Andrew Thomas (Henry Adams) re James Baird & Rampion > Confirmed happy to do a TEAMS or Zoom call on 02 03 2021.	20/02/2021	Email
EM from James Baird re James Baird & Rampion > Confirmation of meeting at 11:00am on 02 03 2021.	21/02/2021	Email
EM from Andrew Thomas (Henry Adams) re James Baird & Rampion > Confirmation of meeting at 11:00am on 02 03 2022.	22/02/2021	Email

EM to James Baird re James Baird & Rampion > Confirmation of meeting at 11:00am on 02 03 2021.	22/02/2021	Email
EM from James Baird re James Baird & Rampion > Confirmation of meeting at 11:00am on 02 03 2021 and confirming to invite AB.	22/02/2021	Email
EM from Alison Baird re James Baird & Rampion > Confirmation of meeting at 11:00am on 02 03 2021.	22/02/2021	Email
TEAMS Meeting - James Baird, Alison Baird, Andrew Thomas (Henry Adams), Richard Fearnall (CJ) & Nigel Abbott (CJ)	02/03/2021	Telecom
EM from James Baird re James Baird & Rampion > Provided LoCAS EO1 Report. > Provided brief summary of scheme.	04/03/2021	Email
EM from James Baird re James Baird & Rampion > Forwarded the LoCAS EO1 Report.	09/03/2021	Email
EM to James Baird re James Baird & Rampion > Confirmed will share the LoCAS EO1 Report with the Project Team. > Confirmed will follow up with AT regarding the survey licence and will provide survey programme as and when it becomes available. > Requested breeding bird survey access on 25 03 21. > Suggested further meeting to review points discussed in TEAMS call in next couple of weeks.	09/03/2021	Email
EM from James Baird re James Baird & Rampion > Confirmed permission for breeding bird survey to be undertaken.	09/03/2021	Email
EM to Andrew Thomas (Henry Adams) re James Baird & Rampion > Chaser re seeking to progress on survey licence.	09/03/2021	Email
EM to Andrew Thomas (Henry Adams) re James Baird & Rampion > Chaser re seeking to progress on survey licence - proposing to set up a TEAMS call to discuss.	10/03/2021	Email
EM to Andrew Thomas (Henry Adams) re James Baird & Rampion > Chaser re seeking to progress on survey licence - concerned about the lack of progress being made.	12/03/2021	Email
EM to Andrew Thomas (Henry Adams) re Bat Surveys - Baird > Requested bat survey access on 19 04 21 & 20 04 21	14/04/2021	Email
EM from Andrew Thomas (Henry Adams) re Bat Surveys - Baird > Recommended to JB that this survey can go ahead - will confirm.	14/04/2021	Email
EM to Andrew Thomas (Henry Adams) re Rampion II - Survey Licence - Mr & Mrs Baird & James D Baird (Home Farm) Limited > Attached finalised survey licence and plans for Mr & Mrs Baird & James D Baird (Home Farm) Limited. > Commented that the survey area is a 100m corridor there may be areas outside of the corridor that may require surveys. > Requested licences to be signed and returned by 14 05 2021.	10/05/2021	Email
EM from Andrew Thomas (Henry Adams) re Rampion II - Survey Licence - Mr & Mrs Baird & James D Baird (Home Farm) Limited > Expecting two licences for James Baird.	18/05/2021	Email

> Requested confirmation that solicitors fees would be paid.		
EM to Andrew Thomas (Henry Adams) re Rampion II - Survey Licence - Mr & Mrs Baird & James D Baird (Home Farm) Limited > Attached licence agreements. > Confirmed that Rampion will pay reasonable costs incurred by solicitors.	20/05/2021	Email
EM from Andrew Thomas (Henry Adams) re Rampion II - Survey Licence - Mr & Mrs Baird & James D Baird (Home Farm) Limited > JB is requesting 3 licences. > Noted that the proposed cable route passes close to land allocated for development - suggest alternative route is considered.	25/05/2021	Email
EM from Andrew Thomas (Henry Adams) re Response to letter FTAO Jack Furness > Setting out Trust / Ownerships details.	02/06/2021	Email
EM to Andrew Thomas (Henry Adams) re Response to letter FTAO Jack Furness > Responding with queries in relation to the Trusts / Ownerships details.	02/06/2021	Email
EM to James Baird re Rampion II - Survey Access - Wk c. 14 06 21 > Requested survey access with effect from 14 06 21	09/06/2021	Email
EM to Andrew Thomas (Henry Adams) re Response to letter FTAO Jack Furness > Chasing response from AT re Responding with queries in relation to the Trusts / Ownerships details.	11/06/2021	Email
EM to James Baird re Rampion II - Survey Access - Wk c. 28 06 21 > Requested survey access with effect from 28 06 21.	23/06/2021	Email
EM to Andrew Thomas (Henry Adams) re Rampion II - Survey Licence - Mr & Mrs Baird & James D Baird (Home Farm) Limited > Chased AT for update on when the licences will be signed and returned.	13/07/2021	Email
EM to James Baird re Rampion II - Survey Access - Wk c. 19 07 & 26 07 21 > Requested survey access with effect from 19 07 21 & 26 07 21	15/07/2021	Email
SITE MEETING - with James Baird, Alison Baird, James D'Alessandro (RWE) and Nigel Abbott (CJ) at Ryebank House, Climping	23/07/2021	Other
EM to James & Alison Baird re Rampion 2 - Meeting last Friday > Thanked JB & AB for the meeting. > Confirmed it was useful to talk through the proposals that JB & AB have for developing their land, and how these proposals may interact with Rampion 2. > Confirmed that the points raised will be reviewed by Rampion's engineering team, and that they may request a site visit to discuss some points further.	26/07/2021	Email
EM to James & Alison Baird re Rampion 2 - Meeting last Friday > Requested copies of plans shown in Meeting on 23 07 21.	26/07/2021	Email

<p>EM to Andrew Thomas (Henry Adams) re Rampion II - Survey Licence - Mr & Mrs Baird & James D Baird (Home Farm) Limited</p> <p>> Chased AT for update on when the licences will be signed and returned.</p>	26/07/2021	Email
<p>EM from Andrew Thomas (Henry Adams) re Rampion II - Survey Licence - Mr & Mrs Baird & James D Baird (Home Farm) Limited</p> <p>> Confirmed that the licences need to be set up in the names of the Trusts.</p>	26/07/2021	Email
<p>EM from James Baird re Rampion 2 - Meeting last Friday [Without Prejudice]</p>	05/08/2021	Email
<p>EM to James Baird re Rampion II - Survey Access Request - Wk c. 23 08 21</p> <p>> Requested survey access with effect from 23 08 21</p>	17/08/2021	Email
<p>EM to Andrew Thomas (Henry Adams) re Rampion II - Mr & Mrs Baird & James D Baird (Home Farm) Limited - Licence Agreements</p> <p>> Attached revised licence agreements and accompanying Payment Information Request Forms.</p>	31/08/2021	Email
<p>EM from James Baird re Access Agreements</p> <p>> Requested update on signed agreements / payments.</p>	31/08/2021	Email
<p>EM to James Baird re Access Agreements</p> <p>> Requested cropping details to be marked up on plans.</p> <p>> Confirmed seeking final approval of licences and will then seek to arrange payments.</p>	31/08/2021	Email
<p>EM from James Baird re Access Agreements</p> <p>> Attached marked up plans.</p>	01/09/2021	Email
<p>EM from James Baird re Rampion II - Mr & Mrs Baird & James D Baird (Home Farm) Limited - Licence Agreements</p> <p>> Confirmed that the signatures requested are incorrect and that the licences need amending.</p>	01/09/2021	Email
<p>EM to James Baird re Rampion II - Survey Access Request - Wk c. 20 09 21</p> <p>> Requested survey access with effect from 20 09 21</p>	14/09/2021	Email
<p>EM from James Baird re Rampion II - Survey Access Request - Wk c. 20 09 21</p> <p>> Requesting signed agreements before allowing further surveys to be undertaken on their land - other than from publicly accessible land.</p>	14/09/2021	Email
<p>EM to James Baird re Rampion II - Survey Access Request - Wk c. 20 09 21</p> <p>> Confirmed licences are being finalised - hope to return completed licences shortly.</p>	16/09/2021	Email
<p>EM from James Baird re Rampion II - Survey Access Request - Wk c. 20 09 21</p> <p>> Requesting update on licences, as two weeks have passed and not received agreements.</p>	29/09/2021	Email
<p>EM to James Baird re Rampion II - Licence Agreements (Email sent in two parts)</p> <p>> Attached finalised licence agreements in each Trust's name (and accompanying plans).</p> <p>> Request licences to be signed and returned at earliest convenience.</p> <p>> Requested Payment Information Request Form to be completed and returned at earliest convenience.</p>	01/10/2021	Email

<p>EM from Andrew Thomas (Henry Adams) re Rampion 2 - Baird</p> <ul style="list-style-type: none"> > Confirmed checked and posted licence agreements to JB. > Query in relation to plan not extending all the way to the coast. > Requested JB to confirm to which account/s payments are to be made. 	07/10/2021	Email
<p>EM to James Baird re Geophysical Surveys - Rampion 2 - 22 11 21 to 26 11 21</p> <ul style="list-style-type: none"> > Requested survey access with effect from 22 11 21 to 26 11 21 	17/11/2021	Email
<p>EM from James Baird re Geophysical Surveys - Rampion 2 - 22 11 21 to 26 11 21</p> <ul style="list-style-type: none"> > Requested a statement of mines paid - and when the outstanding balance will be paid - will only consider access requests on receipt of full payments. 	17/11/2021	Email
<p>EM from James Baird re Geophysical Surveys - Rampion 2 - 22 11 21 to 26 11 21</p> <ul style="list-style-type: none"> > Awaiting full payments - requested statement / remittance advice to be provided as soon as possible. 	19/11/2021	Email
<p>EM from James Baird re Geophysical Surveys - Rampion 2 - 22 11 21 to 26 11 21</p> <ul style="list-style-type: none"> > Demanding back dated payments from October 2021 be made as soon as possible. 	19/11/2021	Email
<p>EM to James Baird re Geophysical Surveys - Rampion 2 - 22 11 21 to 26 11 21</p> <ul style="list-style-type: none"> > Provided remittance advice as requested. > Requested TEAMS call with Rampion's engineers and EA to discuss the sea water / defence bund - in more detail. 	19/11/2021	Email
<p>EM from James Baird re Geophysical Surveys - Rampion 2 - 22 11 21 to 26 11 21</p> <ul style="list-style-type: none"> > Pointed out that licence agreement should be dated from when the first surveys were undertaken. 	19/11/2021	Email
<p>EM to James Baird re Geophysical Surveys - Rampion 2 - 22 11 21 to 26 11 21</p> <ul style="list-style-type: none"> > Confirmed surveys before June 2021 were only carried out from publicly accessible areas (at JB's request) and surveys only commenced on JB's land from June 2021 - advised that the licences should take effect from 01 06 2021. 	19/11/2021	Email
<p>EM to Andrew Thomas (Henry Adams) re Baird</p> <ul style="list-style-type: none"> > Heads up to let know some high-level project information will be issued to land and property interests in the vicinity of the Project. 	24/11/2021	Email
<p>EM from Andrew Thomas (Henry Adams) re Baird</p> <ul style="list-style-type: none"> > Will come back to RF with an update shortly. 	25/11/2021	Email
<p>EM from James Baird re Geophysical Surveys - Rampion 2 - 22 11 21 to 26 11 21</p> <ul style="list-style-type: none"> > Provided list of dates for meeting with the EA. 	26/11/2021	Email
<p>EM to James Baird re Geophysical Surveys - Rampion 2 - 22 11 21 to 26 11 21</p> <ul style="list-style-type: none"> > Confirmed will come back to JB on dates for meeting with the EA in wk c. 06 12 21. 	26/11/2021	Email
<p>EM to James Baird re Geophysical Surveys - Rampion 2 - 22 11 21 to 26 11 21</p> <ul style="list-style-type: none"> > Proposed meeting date of 07 12 21. 	03/12/2021	Email

EM from James Baird re Geophysical Surveys - Rampion 2 - 22 11 21 to 26 11 21 > <i>Confirmed date of 07 12 21.</i>	03/12/2021	Email
EM from Alison Baird re Geophysical Surveys - Rampion 2 - 22 11 21 to 26 11 21 > <i>Confirmed date of 07 12 21.</i>	04/12/2021	Email
TEAMS Meeting - James Baird, Alison Baird, Andrew Thomas (Henry Adams), Fruzsina Kemenes (RWE), Andrew Bell (RWE), James D'Alessandro (RWE), Nigel Abbott (CJ), Richard Cartlidge (Wood), Peter Randall (Wood), Cameron Scott (Wood), Phil Hawthorn (Wood), Ian Milligan (Wood), Andy Slowe (Wood), Guy Douglas (Wood), Alan Kirby (Logika Consultants), Adrian Jackson (EA), Sophie Brown (EA), Richard Fuller (EA), & Tom Lamboo (EA)	07/12/2021	Telecom
EM to Andrew Thomas (Henry Adams) re Baird > <i>Chasing AT for an update - survey team will be pushing in the New Year to commence non-intrusive ecological surveys.</i> > <i>Project is aiming to submit indicative cable routes and substation locations for consultation in January 2022.</i>	08/12/2021	Email
EM from James Baird re Baird response to TEAMS conference 7th December 2021 > <i>Attached response to the TEAMS call.</i>	10/12/2021	Email
EM to James Baird re Baird response to TEAMS conference 7th December 2021 > <i>Confirmed will circulate JB's response and confirmed Project Team will respond in due course.</i>	10/12/2021	Email
EM from James Baird re Geophysical Surveys - Rampion 2 - 22 11 21 to 26 11 21 > <i>Confirmed that the licence agreements can start wef 01 06 2021</i> > <i>Queried whether there is £500 due for tenancy payment.</i>	13/12/2021	Email
EM to Andrew Thomas (Henry Adams) re Baird > <i>Chasing AT for an update.</i>	15/12/2021	Email
EM to James Baird re Geophysical Surveys - Rampion 2 - 22 11 21 to 26 11 21 > <i>Queried which Trust was subject to a tenancy.</i>	16/12/2021	Email
EM from James Baird re Geophysical Surveys - Rampion 2 - 22 11 21 to 26 11 21 > <i>Confirmed tenancy relates to the Climping Beach Car Park (5 year tenancy).</i>	16/12/2021	Email
EM to James Baird re Geophysical Surveys - Rampion 2 - 22 11 21 to 26 11 21 > <i>Requested details of the tenancy.</i>	17/12/2021	Email
EM to Andrew Thomas (Henry Adams) re Baird > <i>Chasing AT for an update.</i>	18/12/2021	Email
EM to James Baird re Rampion II - Survey Access Request - Wk c. 10 01 22 > <i>Requested survey access in wk c. 10 01 22</i>	05/01/2022	Email
EM from James Baird re Rampion II - Survey Access Request - Wk c. 10 01 22 > <i>Confirmed happy for the survey to be undertaken.</i>	08/01/2022	Email
EM to Andrew Thomas (Henry Adams) re Baird > <i>Eager to progress conversations around survey access.</i> > <i>Landowner's will be getting more information sent to them shortly.</i>	08/01/2022	Email

EM to James Baird re Rampion II - Survey Access Request - Wk c. 17 01 22 > Requested survey access in wk c. 17 01 22	12/01/2022	Email
EM to Andrew Thomas (Henry Adams) re Baird > Chasing AT for an update. > Survey works due to start from the end of February.	19/01/2022	Email
EM to James Baird re Geophysical Surveys - Rampion 2 - 22 11 21 to 26 11 21 > Requested response to email dated 17 12 21. > Attached revised licence agreements with 01 06 21 start date.	25/01/2022	Email
EM to James Baird re Rampion II - Survey Access Request - Wk c. 07 02 22 > Requested survey access in wk c. 07 02 22	26/01/2022	Email
EM to Andrew Thomas (Henry Adams) re Baird > Chasing AT for an update - seeking to arrange a TEAMS call / meeting.	02/02/2022	Email
EM from Andrew Thomas (Henry Adams) re Baird > Confirmed happy to have a call on 05 02 22.	03/02/2022	Email
EM to James Baird re Rampion II - Survey Access Request - Wk c. 14 02 22 > Requested survey access in wk c. 14 02 22	08/02/2022	Email
EM from James Baird re Rampion II - Survey Access Request - Wk c. 14 02 22 > Confirmed access.	09/02/2022	Email
EM to James Baird re Rampion II - RWE Actions > Flood Resilience of Rampion 2 Assets > HDD Process > Removal of Assets at end of Project Life	11/02/2022	Email
EM to James Baird re Rampion II - Survey Access Request - Wk c. 28 02 22 > Requested survey access in wk c. 28 02 22	16/02/2022	Email
EM to James Baird & Alison Baird re Rampion II - Project Update > Proposed TEAMS Call in May and provided several dates.	20/04/2022	Email
EM from James Baird & Alison Baird re Rampion II - Project Update > Confirmed availability on 05, 06 & 09 May.	27/04/2022	Email
EM from Andrew Thomas (Henry Adams) re Rampion II - Project Update > Confirmed availability on 05, 06 & 09 May.	27/04/2022	Email
EM to James Baird re Rampion II - Survey Access Request - Wk c. 23 05 22 > Requested survey access in wk c. 23 05 22	06/05/2022	Email
EM from James Baird re Rampion II - Survey Access Request - Wk c. 23 05 22 > Confirmed access. > Noted licences are due to expire soon, requested whether they can be renewed now.	06/05/2022	Email
TEAMS Meeting - James Baird, Alison Baird, Andrew Thomas (Henry Adams), Fruzsina Kemenes (RWE), Andrew Bell (RWE), James D'Alessandro (RWE), Nigel Abbott (CJ), Toby Swindells (CJ), Richard Cartlidge (Wood), Phil Hawthorn (Wood), Andy Slowe (Wood) & Alan Kirby (Logika Consultants)	09/05/2022	Telecom
LTR to James Baird re Survey Licence Agreements Renewal > Enclosed renewed six-month survey licence	31/05/2022	Letter

<p>agreements. > Requested JB & AB to sign and return in due course.</p>		
<p>EM to James Baird & Alison Baird re Rampion II - Survey Licence Agreements > Attached renewed licence agreements. > Attached Payment Information Request Form.</p>	01/06/2022	Email
<p>EM to James Baird & Alison Baird re Rampion II - Survey Access Request - Wk c. 06 06 22 > Requested survey access in wk c. 06 06 22</p>	01/06/2022	Email
<p>EM from James Baird re Rampion II - Survey Access Request - Wk c. 06 06 22 > Confirmed access.</p>	01/06/2022	Email
<p>EM from Andrew Thomas (Henry Adams) re Rampion II - Survey Access Licence Agreements > Queried extent of soil tests - just limited to hand auger.</p>	06/06/2022	Email
<p>EM to Andrew Thomas (Henry Adams) re Rampion II - Survey Access Licence Agreements > Confirmed soil tests will be limited to just hand augers.</p>	06/06/2022	Email
<p>EM from James Baird re Rampion II - Survey Licence Agreements > Confirmation that the payment details are correct.</p>	06/06/2022	Email
<p>EM to James Baird & Alison Baird re Rampion II - Survey Access Request - Wk c. 13 06 22 > Requested survey access in wk c. 13 06 22</p>	08/06/2022	Email
<p>EM from James Baird & Alison Baird re Rampion II - Survey Access Request - Wk c. 13 06 22 > All fields are in arable crops so requested surveys to wait until after harvest.</p>	08/06/2022	Email
<p>EM to James Baird & Alison Baird re Rampion II - Survey Access Request - Wk c. 20 06 22 > Requested survey access in wk c. 20 06 22</p>	15/06/2022	Email
<p>EM from Alison Baird re Rampion II - Survey Access Request - Wk c. 20 06 22 > Confirmed the survey licences have been signed and will be posted tomorrow.</p>	15/06/2022	Email
<p>EM to James Baird & Alison Baird re Rampion II - Survey Access Request - Wk c. 27 06 22 > Confirmed receipt of the signed licence agreements. > Requested survey access in wk c. 27 06 22</p>	21/06/2022	Email
<p>EM from Alison Baird re Rampion 2 > Requested a plan showing the area of land Rampion wish to us for de watering the soil from the river excavations.</p>	21/06/2022	Email
<p>EM to James Baird re Rampion II - Survey Access Request - Wk c. 27 06 22 > Confirmed access.</p>	22/06/2022	Email
<p>EM to Alison Baird re Rampion 2 > Confirmed request has been forwarded to the Project Team.</p>	28/06/2022	Email
<p>EM to Alison Baird re Rampion 2 > Provided sketch plan as requested.</p>	28/06/2022	Email
<p>EM to James & Alison Baird re Rampion II - Meeting Minutes > Attached Meeting Minutes of TEAMS Call of 09 05 22.</p>	28/06/2022	Email
<p>EM from Alison Baird re Rampion 2 > Thanked for clarifying. > Concerned about potential for contamination of land that may be used for development purposes and or public open space.</p>	29/06/2022	Email

<p>EM from Alison Baird re Rampion II - Survey Access Request - Wk c. 27 06 22</p> <p>> Requested when expect to receive payments for the renewed survey licences.</p>	14/07/2022	Email
<p>EM from Alison Baird re Rampion II - Survey Access Request - Wk c. 27 06 22</p> <p>> Requested update on payment.</p>	31/08/2022	Email
<p>EM to Alison Baird re Rampion II - Survey Access Request - Wk c. 27 06 22</p> <p>> Requested attached Payment Information Request Form is correct.</p>	31/08/2022	Email
<p>EM to James Baird & Alison Baird re Rampion II - Survey Access Request - Wk c. 05 09 22</p> <p>> Requested survey access in wk c. 05 09 22</p>	02/09/2022	Email
<p>EM from James Baird re Rampion II - Survey Access Request - Wk c. 05 09 22</p> <p>> Confirmed access.</p>	05/09/2022	Email
<p>EM from Alison Baird re Rampion II - Survey Access Request - Wk c. 27 06 22</p> <p>> Confirmed Payment Information Request Form is correct.</p>	05/09/2022	Email
<p>EM to James Baird & Alison Baird re Rampion II - Geophys Survey Access Request</p> <p>> Requested survey access over period 31 10 22 to 03 02 23</p>	03/11/2022	Email
<p>EM from James Baird re Rampion II - Geophys Survey Access Request</p> <p>> Confirmed access.</p>	03/11/2022	Email
<p>EM from James Baird re Hallam Land</p> <p>> Charlie Reynolds (Hallam) suggesting permanent access from Church Lane across the land, through structured tree planting area required in the near future to advance their planning application. Will be tarmacing a large portion of the field?</p> <p>> Have offered alternative land for Rampion to avoid using that land due to the conflict with this viable alternative use, why have Rampion disregarded our offered alternatives.</p> <p>> JS does not believe Rampion have provided the material facts that would be required for a reasonable person to make a reasonable assessment (consultation is flawed in that regard).</p> <p>> Requested Rampion to make contact with JB as soon as possible so JB can better understand rationale.</p>	21/11/2022	Email
<p>EM to James Baird re Hallam Land</p> <p>> Clarified permanent access from Church Lane utilises existing tracks - for operational access purposes - down to the River Arun. This access will not interfere with Hallam's proposed structured planting area.</p> <p>> Clarified that there will be no tarmac laid down - the site compound area is only likely to have the topsoil stripped and a membrane laid before hardstanding is used / installed (not tarmac).</p> <p>> Requested meeting with Hallam on-site to review exactly where the structured planting areas are.</p>	25/11/2022	Email
<p>EM from James Baird re Hallam Land</p> <p>> Confirmed keen to meet on-site as soon as possible - 15 12 22 to discuss Rampion's long-term ambitions for the site (post construction), structural planting, tree or hedge removal, dewatering and land contamination</p>	30/11/2022	Email

<i>issues, timings of works, Heads of Terms, alternative site, utilising your arisings for landraising locally.</i>		
EM to James Baird re Hallam Land > <i>Confirmed on-site meeting on 15 12 22.</i>	02/12/2022	Email
EM from James Baird re Hallam Land > <i>Confirmed on-site meeting on 15 12 22.</i>	02/12/2022	Email
EM from James Baird re Hallam Land > <i>Confirmed to meet at Climping Village Hall.</i>	14/12/2022	Email
EM from James Baird re Consultation Response > <i>Attached consultation response.</i>	30/11/2022	Email
SITE MEETING - with James Baird, Alison Baird, Charlie Reynolds (Hallam Land), Katrina Donnelly (Henry Adams), Mark Henry (RWE) at Climping Village Hall	15/12/2022	Site Visit
EM to James & Alison Baird & Charlie Reynolds (Hallam) re Climping - Site Compound > <i>Clarify use of the field - main site compound with an area required for soil storage.</i> > <i>Rampion's engineers will confirm whether there is enough space (around the edge of the proposed site compound) to accommodate the structured planting.</i> > <i>Requested CR to provide drawings / plans of the structured planting areas.</i>	16/12/2022	Email
EM from James Baird re Climping - Site Compound > <i>Confirmed that CR will provide the structural planting plans.</i> > <i>Confirmed request for justification for the land to be used for soil storage.</i> > <i>Confirmed discussion about storing soil arisings next to the trenches, as will act as a defacto acoustic bund to minimise disturbance to residents, and will free up adjacent land for Hallam to progress their plans.</i> > <i>Requested how Rampion were going to advance their engagement with the Environment Agency over the storage of materials on the non-functional flood plain.</i> > <i>Requested contact details of who Rampion are dealing with at the Environment Agency.</i>	04/01/2023	Email
EM from Charlie Reynolds (Hallam) re Climping - Site Compound [Confidential documents enclosed] > <i>Structural Planting documents.</i>	04/01/2023	Email
EM from James Baird re Climping - Site Compound > <i>Hoping for a swift response.</i> > <i>Attached further consultation response.</i>	10/01/2023	Email
EM from Charlie Reynolds (Hallam) re Climping - Site Compound > <i>Requesting whether Rampion have had the opportunity to consider this.</i> > <i>Requested whether Rampion's engineers have an update regarding structural planting.</i> > <i>Requested meeting in wk c. 13 02 23.</i>	25/01/2023	Email
EM to James Baird re Climping - Site Compound > <i>Confirmed that Rampion have confirmed that Planting Strip B falls outside of PEIR / RLB and should be unaffected.</i> > <i>In an effort to minimise impact on corner of the field set aside for habitat, Rampion propose to utilise an existing gap (at the Northern end of Planting Strip B) as an access route.</i>	10/02/2023	Email

> Attached plan showing an alternative operational access route - for further discussion.		
EM from Charlie Reynolds (Hallam) re Clipping - Site Compound > Requested plans to be forwarded. > Confirmed unable to meet on 20 02 23. > Requested confirmation of how Planting Strip A will be affected.	17/02/2023	Email
EM to Charlie Reynolds (Hallam) re Clipping - Site Compound > Proposed site meeting times and dates.	20/02/2023	Email
EM from James Baird re Clipping - Site Compound > Confirmed receipt of licence agreements. > Confirmed availability on proposed dates. > Confirmed has not received any feedback regarding the justification for the use of the field adjacent to the Village Hall. JB has requested contact details for Environment Agency plus documentation relating to the decision to remove trench arisings to be stored in the field. > Stated keen to continue open dialogue and wants to avoid troubling his legal advisors, so requested the answers to his queries as soon as possible and in advance of any site meeting.	20/02/2023	Email
EM to James Baird & Alison Baird re Rampion II - Survey Access Request - Wk c. 06 03 23 > Requested survey access in wk c. 06 03 23	24/02/2023	Email
EM to James Baird re Clipping - Site Compound > Confirmed receipt of signed licences - will arrange for completed copies to be returned in due course. > Confirmed collating a response to JB's email of 20 02 23. > Requested whether JB is available for an on-site meeting on 15 03 23.	02/03/2023	Email
EM from James Baird re Clipping - Site Compound > Concerned still has not received response from Rampion re email of 04 01 23 - requesting full response by 09 03 23 - or on-site meeting on 15 03 23 will be cancelled. > Requesting points raised in email of 15 12 22 are also addressed as a matter of urgency. > Expressed frustration at Rampion perceived withholding and delayed responses. > Commented that the planting scheme will have to be postponed this year - will this be compensated for by Rampion?	06/03/2023	Email
EM to James Baird re Clipping - Site Compound > Apologised for delay in response - collating responses from the Project Team takes time. > Confirmed main Environment Agency point of contact. > Provided rationale behind using part of site compound for soil storage. > Confirmed that Rampion wish to discuss / talk through the reasoning behind choosing this location as the site compound at the on-site meeting on 15 03 23.	08/03/2023	Email
EM from James Baird re Clipping - Site Compound > Confirmed meeting at Church Farm on 15 03 23. > Reiterated that doesn't believe Rampion needs the field near the Village Hall at all, and that Hallam will be able to progress their plans.	08/03/2023	Email

> Will be seeking to meet with the Environment Agency and with Rampion to bottom out decision points.		
EM from James Baird re Climping - Site Compound > Confirmed able to meet on 15 03 23.	08/03/2023	Email
EM to James Baird & Alison Baird re Rampion II - Noise Monitoring - Survey Access Request > Requested noise survey access over periods 27 03 23 to 31 03 23, 17 04 23 to 21 04 23 and 24 04 23 to 28 04 23.	10/03/2023	Email
SITE MEETING - James Baird, Alison Barid, Andrew Thomas (Henry Adams), Rob Gully (RWE), Mark Henry (RWE) and Nigel Abbott (CJ) at Church Farm, Climping	15/03/2023	Site Visit
EM to James Baird & Alison Baird re Rampion II - Geophys - Survey Access Request > Requested noise survey access up until end of April 2023.	17/03/2023	Email
EM from James Baird re Rampion II - Geophys - Survey Access Request > Confirmed access.	17/03/2023	Email
EM from Andrew Thomas re Church Farm, Climping (Baird) - Objections > Owners and Hallam Land undertaken time and expense to bring field forward for development. RWE's timescales are incompatible with the development proposals and the progression of the local plan, made worse because RWE's occupation will prevent surveys from being undertaken in advance of a planning application, resulting in further delays. > Risks associated with accidental contamination from say fuel spillage, or the leaching of natural contaminants from the storage of the soil. The landowner's preference is to eliminate these risks by locating the compound on alternative fields. > Where the use of the land is genuinely unavoidable then a baseline contamination survey will be insisted by landowner. > The cable route will damage an environmental feature (and no attempt has been made to avoid it). > The landowner objected to the compound location in 2021 and again in 2022, and the landowner has not seen any compelling evidence to suggest that RWE have properly investigated alternative locations that would be compatible with the landowners concerns and wishes. > AT is instructed <u>not</u> to engage with RWE's agent on commercial terms until the above concerns have been satisfied.	17/03/2023	Email
EM to James Baird & Alison Baird re Rampion II - Consultation Letters > Provided advance warning of consultation letters to shortly be sent to JB & AB.	17/04/2023	Email
EM from Alison Baird re Consultation Letters > Confirmed huge number of letters have been received - struggling to understand. > Requested meeting to explain the contents of the letters and maps.	20/04/2023	Email
EM to James Baird & Alison Baird re Rampion II - Payment Information Request Form - Verification	26/04/2023	Email

> Provided table to payments due - requested verification of bank account details.		
EM from Alison Baird re Consultation Letters > Confirmed has not received a response to email dated 20 04 23. > Requested arrange a meeting as a matter of urgency.	26/04/2023	Email
EM to Alison Baird re Consultation Letters > Confirmed NA has spoken with JB earlier today. > Outlined what the documents entail and that they apply to JB & AB's capacity as trustees.	26/04/2023	Email
EM from James Baird re Rampion II - Payment Information Request Form - Verification > Confirmed payment details are correct.	27/04/2023	Email
EM to James Baird & Alison Baird re Geophys - Survey Access Request > Requested survey access up to end of July 2023.	28/04/2023	Email
EM from Alison Baird re Consultation Letters > Thanked NA for his email of 26 04 23.	01/05/2023	Email
EM from James Baird re Geophys - Survey Access Request > Confirmed had to turn away surveyors as the crops are now too tall of their carts.	02/05/2023	Email
LTR to James Baird re Proposed Cable Route in respect of Rampion 2 Project (from Vicky Portwain RWE) > Further to site visit of 12 03 23. > Proposed Rampion 2 Construction Compound - location constrained by likelihood of flooding (plus scheduled monument and Archaeological Notification Area - likely to be used for length of construction period (3 years). > Soil Storage - move only the haul road arisings and potentially the topsoil from the corridor to be stored away from floodplain - reference to Outline Code of Construction Practice for proposed working methods. > Access Routes - confirmation of access routes across Baird's land.	03/05/2023	Letter
EM from James Baird re Letter 03/05/2023 > Acknowledged receipt of letter from RWE dated 03 05 23. > Noted final paragraph states CJ will issued HoTs - confirmed nothing has been received. > Confirmed still not clear on the site selection process that was undertaken by RWE - requested the background to this decision including all the sites that were considered and why they were discounted.	18/05/2023	Email
EM to James Baird & Alison Baird re Rampion II - Key Terms Packs > Attached Key Term Packs posted today.	27/06/2023	Email
EM to James Baird re Rampion II - Baird Trusts Query > Requested details of what interest in the land each of the Trusts (that JB & AB are trustees of).	03/07/2023	Email
EM from James Baird re Rampion II - Baird Trusts Query > Confirmed the land is farmed by the Baird Farming Partnership and all the Trusts are partners, so the Trusts farm the land.	04/07/2023	Email

EM to James Baird re Rampion 2 - Confirming Ownership and Occupation Details <i>> Seeking most up-to-date factual position in relation to land ownership / occupation.</i> <i>> Understand that the Baird Farming Partnership farm the land - and will be treated as an occupier.</i> <i>> Requested confirmation of the Trusts.</i>	06/07/2023	Email
EM from James Baird re Confirming Ownership and Occupation Details <i>> Confirmed that JB cannot agree to any of the information as set out in LT's email of 06 07 23 - advise to seek confirmation from own legal department.</i>	07/07/2023	Email
EM from James Baird re Access Route <i>> Confirmed neighbour has enquired about an alternative access provision.</i> <i>> Requested whether this access route could be shared.</i> <i>> Requested whether any decision has been made on how Rampion will access the landfall connection point.</i>	12/07/2023	Email
EM to James Baird & Alison Baird re DCO Submission	14/08/2023	Email
EM to James Baird & Alison Baird re Geophys Survey Access Request <i>> Requested survey access over the period 04 09 23 to 01 12 23.</i>	15/08/2023	Email
EM from James Baird re Geophys Survey Access Request <i>> Confirmed survey access.</i>	19/08/2023	Email
EM to James Baird & Alison Baird re Application accepted for Examination by Planning Inspectorate	08/09/2023	Email
EM to James Baird & Alison Baird re Survey Access Request - Wk c. 16 10 23 <i>> Requested survey access in wk c. 16 10 23.</i>	10/10/2023	Email
EM from James Baird & Alison Baird re Survey Access Request - Wk c. 16 10 23 <i>> Confirmed survey access.</i>	10/10/2023	Email
EM from James Baird re Baird family holding objection <i>> Submitted - Without Prejudice - holding objection on behalf of the Baird family at Climping.</i>	06/11/2023	Email
EM to James Baird re Baird family holding objection <i>> Submitted - Without Prejudice - holding objection on behalf of the Baird family at Climping.</i>	06/11/2023	Email
EM to James Baird & Alison Baird re Rampion 2 - Engineer Site Visit - Monday, 8th January 2024 <i>> Requested Rampion engineer site visit on 08 01 24.</i>	03/01/2024	Email
EM from James Baird re Rampion 2 - Engineer Site Visit - Monday, 8th January 2024 <i>> Confirmed engineers may visit site on 08 01 24.</i>	03/01/2024	Email
EM to James Baird re Rampion 2 - Engineer Site Visit - Monday, 8th January 2024 <i>> Rampion's engineers requesting meeting with JB & AB - requested whether they can meet on 08 01 24.</i>	04/01/2024	Email
EM from James Baird re Rampion 2 - Engineer Site Visit - Monday, 8th January 2024 <i>> Commented quite short notice, but could accommodate visit / meeting.</i>	04/01/2024	Email
EM to James Baird re Rampion 2 - Engineer Site Visit - Monday, 8th January 2024 <i>> Rampion and Rampion's engineers would still like to arrange a meeting - asked for availability on times and dates.</i>	05/02/2024	Email

EM from Alison Baird re Rampion 2 - Engineer Site Visit - Monday, 8th January 2024 > <i>Confirmed availability on times and dates.</i>	05/02/2024	Email
EM from James Baird re Rampion 2 - Engineer Site Visit - Monday, 8th January 2024 > <i>Confirmed availability on times and dates.</i>	06/02/2024	Email
EM to Andrew Thomas (Henry Adams) re Rampion 2 - Engineer Site Visit > <i>Requesting site visit availability on times and dates.</i>	12/02/2024	Email
EM to James Baird & Alison Baird re Rampion 2 - Engineer Site Visit - Monday, 8th January 2024 > <i>Requested availability for a meeting on new times and dates.</i>	12/02/2024	Email
EM from Andrew Thomas (Henry Adams) re Rampion 2 - Engineer Site Visit > <i>Confirmed availability on times and dates.</i>	12/02/2024	Email
EM from Alison Baird re Rampion 2 - Engineer Site Visit - Monday, 8th January 2024 > <i>Confirmed availability on new times and dates.</i>	12/02/2024	Email
EM from James Baird re Rampion 2 - Engineer Site Visit - Monday, 8th January 2024 > <i>Confirmed availability on new times and dates.</i>	12/02/2024	Email
EM from Andrew Thomas (Henry Adams) re Rampion 2 - Engineer Site Visit - Monday, 8th January 2024 > <i>Confirmed availability on 13 02 24.</i>	12/02/2024	Email
EM to James Baird & Alison Baird re Rampion 2 - Engineer Site Visit - Monday, 8th January 2024 > <i>Requested availability for a meeting on new times and dates.</i>	12/02/2024	Email
EM from Alison Baird re Rampion 2 - Engineer Site Visit - Monday, 8th January 2024 > <i>Confirmed availability on 28 02 24 and 01 03 24.</i>	12/02/2024	Email
EM from James Baird re Rampion 2 - Engineer Site Visit - Monday, 8th January 2024 > <i>Confirmed availability on 28 02 24.</i>	12/02/2024	Email
EM from Andrew Thomas (Henry Adams) re Rampion 2 - Engineer Site Visit - Monday, 8th January 2024 > <i>Requested time and place for meeting on 28 02 24.</i>	19/02/2024	Email
EM to Andrew Thomas (Henry Adams) re Rampion 2 - Engineer Site Visit - Monday, 8th January 2024 > <i>Proposed to meet at 09:30 at Climping Village Hall.</i>	19/02/2024	Email
EM from James Baird re Rampion 2 - Engineer Site Visit - Monday, 8th January 2024 > <i>Confirmed is no longer available to meet on 28 02 24 - requested alternative times and dates.</i>	19/02/2024	Email
EM to James Baird re Rampion 2 - Engineer Site Visit - Monday, 8th January 2024 > <i>Proposed new alternative times and dates.</i>	19/02/2024	Email
EM from Andrew Thomas (Henry Adams) re Rampion 2 - Engineer Site Visit - Monday, 8th January 2024 > <i>Confirmed availability on 05 03 24, 08 03 24 & 12 03 24.</i>	19/02/2024	Email
EM from James Baird re Rampion 2 - Engineer Site Visit - Monday, 8th January 2024 > <i>Confirmed availability on 08 03 24 & 12 03 24.</i>	19/02/2024	Email
EM from Samantha Pasquale (Henry Adams) re Rampion 2 - Engineer Site Visit - Monday, 8th January 2024 > <i>Checking to confirm date has been agreed for either 08 03 24 or 12 03 24.</i>	01/03/2024	Email

<p>EM from James Baird re Rampion 2 - Engineer Site Visit - Monday, 8th January 2024 <i>> Confirmed availability on 08 03 24 & 12 03 24.</i></p>	01/03/2024	Email
<p>EM from Alison Baird re Rampion 2 - Engineer Site Visit - Monday, 8th January 2024 <i>> Confirmed availability on 08 03 24 & 12 03 24.</i></p>	01/03/2024	Email
<p>EM from Samantha Pasquale (Henry Adams) re Rampion 2 - Engineer Site Visit - Monday, 8th January 2024 <i>> Requesting date to be confirmed.</i></p>	04/03/2024	Email
<p>EM to Samantha Pasquale (Henry Adams) re Rampion 2 - Engineer Site Visit - Monday, 8th January 2024 <i>> Confirmed meeting date of 12 03 24 at 11:00.</i></p>	04/03/2024	Email
<p>EM from Samantha Pasquale (Henry Adams) re Rampion 2 - Engineer Site Visit - Tuesday, 12th March <i>> Confirmed date - and time - requested confirmation of where to meet.</i></p>	05/03/2024	Email
<p>EM from Alison Baird re Rampion 2 - Engineer Site Visit - Tuesday, 12th March <i>> Confirmed date and time (12 03 24 at 11:00).</i></p>	05/03/2024	Email
<p>EM from Alison Baird re Rampion 2 - Engineer Site Visit - Tuesday, 12th March <i>> Confirmed date and time (12 03 24 at 11:00) and will be held at Ryebank Farmhouse, Climping.</i></p>	06/03/2024	Email
<p>EM from James Baird re Rampion 2 - James & Alison Baird - Site Meeting <i>> Requested latest Draft Option Agreement and Draft Deed of Easement to review ahead of the meeting.</i></p>	08/03/2024	Email
<p>EM to James Baird re Rampion 2 - James & Alison Baird - Site Meeting <i>> Provided Draft Option Agreement and Draft Deed of Easement - as well as extract of Rampion's response to Baird's relevant representation.</i></p>	08/03/2024	Email
<p>EM to Charlie Reynolds (Hallam) re Rampion 2 - Land to the East of Church Lane, Climping <i>> Requested confirmation of whether Hallam Land have a formal (option) agreement with the Baird - and if so, requested if CR could provide a copy of the agreement.</i></p>	11/03/2024	Email
<p>SITE MEETING - James Baird, Alison Barid, Andrew Thomas (Henry Adams), Oliver Kirkham (RWE), Richard Towner-Roethe (RWE) and Nigel Abbott (CJ) at Ryebank House, Climping</p>	12/03/2024	Site Visit
<p>EM from Charlie Reynolds (Hallam) re Rampion 2 - Land to the East of Church Lane, Climping <i>> Confirmation that Hallam could not proceed (to enter into an Option / Promotion agreement) due to Rampion's involvement.</i></p>	13/03/2024	Email
<p>EM to James Baird & Andrew Thomas (Henry Adams) re Rampion 2 - Site Compound Revised Offer <i>> Set out rationale behind arriving at compound rate proposal.</i> <i>> Confirmed area of temporary site compound (59,000 square metres).</i> <i>> Confirmed additional HDD compound areas (24,000 square metres).</i> <i>> Offer - REDACTED per square metre per annum equates to REDACTED - for both TSC & HDD - plus crop loss.</i> <i>> Offer - REDACTED per square metre per annum equated</i></p>	20/05/2024	Email

<p>to REDACTED - for both TSC & HSS - excluding crop loss. > Welcome discussion on these proposals.</p>		
<p>EM to James Baird re Cables and Roots > Confirmed receipt of note from engineers: - Confirmed direct physical damage risk - Confirmed indirect risks from root growth near power transmission cables</p>	20/05/2024	Email
<p>EM to Andrew Thomas (Henry Adams) re Cables and Roots > Confirmed receipt of note from engineers: - Confirmed direct physical damage risk - Confirmed indirect risks from root growth near power transmission cables</p>	20/05/2024	Email
<p>EM from James Baird re Rampion 2 - Site Compound Revised Offer > Stated JB is disturbed by the veiled threat in final paragraph to resort to compulsory acquisition powers (not earned). > Stated Rampion have failed to respond on any of the discussion points in meeting of 12 03 24. > Urge CJ to come and sit down to commence negotiation of Key Terms / Draft Option Agreement / Draft Deed of Easement documents without further delay.</p>	20/05/2024	Email
<p>EM from Andrew Thomas (Henry Adams) re Cables and Roots > Requested to identify the tree species that might be compatible with the cable route. > Require better wording around what is a 'tree' as this dictates whether a regular tree clearance exercise is programmed every year, or whether say 5-yearly intervals might be acceptable. > Requested whether the DNO would adopt responsibility for clearing trees - if the landowner uses the land for BNG, they might be contractually compelled not to interfere with matters such as tree clearance, and therefore the DNO exercising its rights might be something Rampion may wish to consider - as well as the cost of this exercise.</p>	22/05/2024	Email
<p>EM from Andrew Thomas (Henry Adams) re Cables and Roots > Quoted (provided extracts from) parts of the Outline Landscape and Ecology Management Plan.</p>	22/05/2024	Email
<p>EM from James Baird re Cables and Roots > Stated following CAH1 Rampion have been provided a lifeline by the Inspector to respond in full by the end of the week to all the points raised in meeting on 12 03 24. > Stated this includes important point on trees and JB's ability to explore BNG and carbon schemes in the future.</p>	22/05/2024	Email
<p>EM to James Baird re Rampion 2 - Baird - Letter > Further to the CAH1 - attached letter as promised to JB (and the ExA). - Natural Regeneration Farming - Trees - Temporary Site Compound Location - Temporary Site Compound Consideration - Potential Land Contamination - Undertaking Works in the Easement Strip / Cable Corridor - Option Agreement - Requirement to retain 40m Strip - Impact on Campsites - Black Poplar Trees</p>	24/05/2024	Letter

EM from James Baird re Rampion 2 - Baird - Letter [Without Prejudice]	30/05/2024	Email
LTR Agent's Fees Clarification Letter to Bairds	06/06/2024	Letter
TEAMS Meeting - James Baird, Alison Baird, Andrew Thomas (Henry Adams), Harrison Anton (CLM), Kevin Jay (CLM), Oliver Kirkham (RWE), Harry Hyde (RWE), Alan Kirby (Logika Consultants) & Nigel Abbott (CJ)	17/06/2024	Telecom
EM to James Baird re Rampion 2 - Baird - Letter [Subject to Contract] > BNG > Temporary Construction Compound > Construction Compound Rents > Land Contamination > Undertaking Works > Trees and Natural Regeneration > Overall HoTs Position	19/06/2024	Email
EM from James Baird re Rampion 2 - Baird - Letter > Requested Rampion answer the point in email of 20 05 24 in relation to providing comparables with other schemes.	20/06/2024	Email
EM to James Baird re Rampion 2 - Baird - Letter > Stated that the offer provided is based on expected gross margin. > Confirmed there is no market for construction compounds. > Requested that AT provides feedback on the proposed offer and or suggest a counteroffer which can be considered.	20/06/2024	Email
EM to James Baird, Alison Baird & Andrew Thomas (Henry Adams) re Rampion 2 - Revised Heads of Terms > Attached revised Heads of Terms.	26/06/2024	Email
EM from Alison Baird re Rampion 2 - Baird - Letter > Requested what the rates were for Rampion 1.	27/06/2024	Email
EM to Alison Baird re Rampion 2 - Baird - Letter > Stated assume £0.45 - apply 4.7% rate of inflation average for 10 years - equates to approx £0.66.	01/07/2024	Email
LTR Agent's Fees Clarification Letter Sent to James D Baird (Home Farm) Limited	03/07/2024	Letter
EM to Andrew Thomas (Henry Adams) re Reived HOTS Progression Meeting > Requested meeting with AT to review any issues surrounding HoTs.	03/07/2024	Email
EM from Samantha Pasquale (Henry Adams) re Reived HOTS Progression Meeting > Confirmed AT has time set aside for Rampion matters on 15 07 24, 16 07 24 and 17 07 24.	04/07/2024	Email
EM from James Baird re Rampion 2 - Revised Heads of Terms [Subject to Contract & Without Prejudice]	05/07/2024	Email
EM to James Baird re Rampion 2 - Revised Heads of Terms [Subject to Contract & Without Prejudice]	08/07/2024	Email
EM from James Baird re Rampion 2 - Revised Heads of Terms > Requesting information that have been asking for over a month - will not provide anything further.	08/07/2024	Email

EM to Samantha Pasquale (Henry Adams) re Rampion 2 Revised HOTS Progression Meeting <i>> Proposed meeting with AT on 15 07 24 at 2:00pm.</i> <i>> Proposed meeting with Baird's on 17 07 24 at 2:00pm</i>	08/07/2024	Email
EM from Samantha Pasquale (Henry Adams) re Rampion 2 Revised HOTS Progression Meeting <i>> Offered office meeting with AT on 15 07 24.</i> <i>> Confirmed contacted JB to seek to arrange a meeting on 17 07 24.</i>	09/07/2024	Email
EM to James Baird re Rampion 2 - Revised Heads of Terms <i>> Attached Key Terms for Temporary Construction Compound.</i> <i>> Responded to points in JB email of 05 07 24 in turn in email chain below.</i>	12/07/2024	Email
MEETING Andrew Thomas (Henry Adams), Harry Hyde (RWE) and Nigel Abbott (CJ) at Henry Adams Office, Chichester	15/07/2024	Site Visit

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.

James Baird



BN17 5RQ

Rampion 2 Project
Rampion Extension Development Ltd
Windmill Hill Business Park,
Whitehill Way
Swindon
Wiltshire
SN5 6PB

[Note new registered office]

T: 07831 -879732
E: Vicky.portwain.extern@rwe.com

3rdrd May 2023

Dear Mr Baird,

Proposed Cable Route in respect of Rampion 2 Project

I write with reference to the visit by my colleagues Rob Gully (Rampion 2 Consents Manager), Mark Henry (Rampion 2 Engineer) and Nigel Abbott (Carter Jonas Land Agent) to Church Farm, Clymping on 15th March 2023.

I understand that the meeting on 15th March touched upon a number of matters, and I would like to take this opportunity to provide you with further information on these points:

1. The Proposed Rampion 2 Construction Compound

During the meeting on 15th March, you explained your preference that we site our construction compound at a location to the north of the location which we have identified.

You have previously suggested the use of this location, and we have considered it as one of a number of alternative locations in the area. However, our conclusion was that our choice of locations was constrained largely by the likelihood of flooding in this area.

Over half of the compound area that you proposed is situated within Flood Zones 2 and 3. It is therefore notably less preferable than our chosen compound location, due to this significant flood zone interaction (having a tidal flood risk across roughly half of the compound, and a fluvial risk across a third). We would therefore be required to demonstrate that other compound location options at lower flood risk are not feasible (but this is not the case, and so we are not able to demonstrate this). Please see Fig 1 below which shows this and a note at Appendix 2 from our Environmental Assessment team with regard to the Environment Agency flood data used. There are additional constraints to the north such as the scheduled monument and Archaeological Notification Area which also require to be taken into account.

...

You also asked about the extent of our expected use of our proposed compound area. Having consulted within the Rampion 2 team, I can report that it is likely that we would want to use the full area of the compound for the whole of the cable route construction period (which we expect to last for 3 years). We expect that this compound will be one of three used along the cable route, and that it would serve the landfall works and between 30% and 40% of the cable route.

2. Soil Storage

At the meeting on 15th March, you expressed concern about the movement and storage of soil and the “arisings” from our drilling work.

We would intend to move only the haul road arisings and potentially the topsoil from the corridor, to be stored in the compound away from the flood zone, as these materials will need to be stored for the duration of the construction works. The majority of the soil excavated from the trenches would be stored locally, and then backfilled into the trenches, as part of the trench excavation and duct installation process.

The “Rampion 2 Outline Code of Construction Practice” (which is available at the Rampion 2 website <https://rampion2.com/wp-content/uploads/2021/07/Rampion-2-Outline-Code-of-Construction-Practice-.pdf>) provides further detail of our proposed working methods:

Section 5.4 “Soils and agriculture” sets out the commitments and processes. Within Table 5.3, Point C-11 explains:

During construction topsoil and subsoil will be stored within the temporary working corridor of the onshore cable. The topsoil and subsoil will be stored in line with Defra 2009 Construction Code of Practice for the Sustainable Use of Soils on Construction Sites PB13298, including guidance on utilising separate stockpiles and giving due consideration to adverse weather conditions. Any suspected or confirmed contaminated soils will be separated, contained and tested before removed.

The following Sections also explain our proposed methods:

5.4.5 Use of the Outline Materials Management Plan (MMP), in conjunction with the Outline Soil Management Plan (SMP), will ensure that excavated materials identified for reuse are stored appropriately to protect them from damage or cross contamination and that these materials (including soils) have a defined end use to avoid them becoming waste.

5.4.6 Any material which is not suitable for use or which is surplus will be disposed offsite in line with the waste management and measures outlined in Section 4.9.

5.4.7 Further soils and agriculture management measures will be considered and included in the final updated Outline COCP at DCO Application where relevant.

Section 5.8 Ground conditions (including contamination) refers to processes to deal with contamination i.e.:

C-15 Contamination if found will be subject to appropriate risk assessment and if necessary, either removed, treated and/or mitigated as part of the Proposed Development.

C-19 The onshore cable will be constructed in discrete sections. The trenches will be excavated, the cable ducts will be laid, the trenches backfilled and the reinstatement process commenced in as short a timeframe as practicable. At regular intervals (typically 600m –1,000m) along the route joint bays/pits will be installed to enable the cable installation and connection process.

C-71 RED will ensure that the land used for the Proposed Development is suitable for the proposed use with respect to the potential for soil and groundwater contamination and, where necessary, risk-based remediation is undertaken in line with Environment Agency (2020) guidance (Land Contamination: Risk Management). The precise design of any remediation strategy will be confirmed in the detailed design after consent has been granted.

If you enter into a land agreement with Rampion 2, there would be a direct contractual commitment by Rampion 2 to ensure that it causes as little damage and disturbance to your land as reasonably possible. Reasonable compensation would be payable for loss and damage in accordance with the terms of the land agreement. To explain the liability that (in principle and subject to the terms of the land agreement) Rampion 2 would intend to take for contamination damage and loss issues that might arise during our installation work: Rampion 2 would be liable for costs associated with harm or losses from contamination or of the release of contamination, where this is the result of our work on your land. We would appreciate the opportunity to discuss this further with you and in the context of land agreement HOTS which Carter Jonas will be issuing to you at the same time as this letter.

3. Access Routes

As I understand was discussed at your meeting and as per the updated works plans sent to you at the end of April, Rampion2 is proposing the following access routes through land in your ownership between Ferry Road and the River Arun:

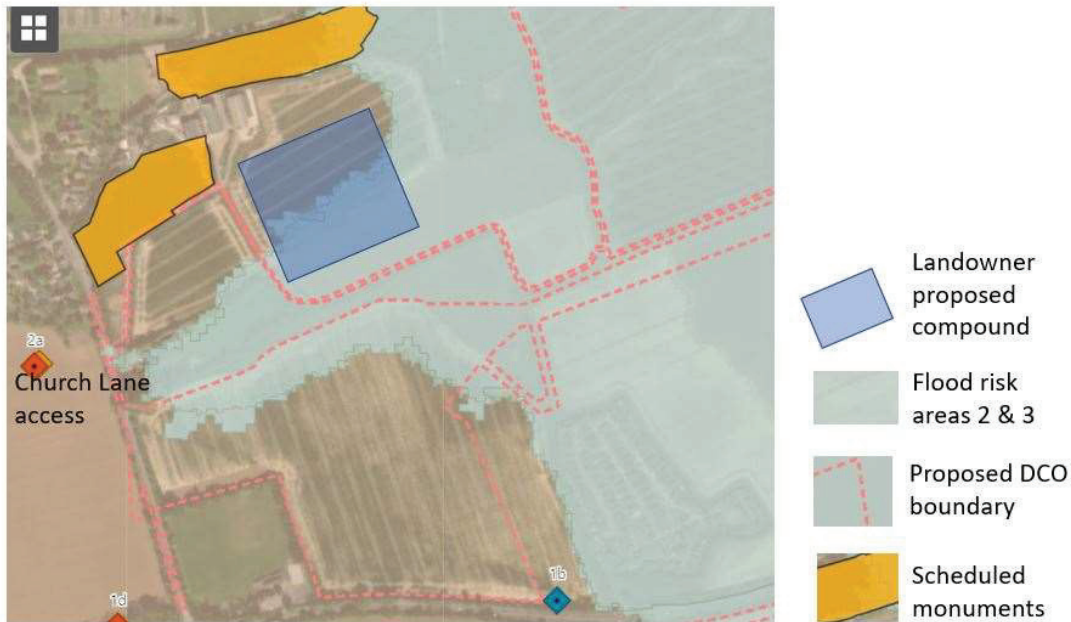
- 1) Haul road along the cable route: temporary construction
- 2) Construction access road from Church Street to the proposed compound and on to the cable route
- 3) Operational access to access land to the north of Ferry Road
- 4) Operational access to land south of the River Arun

Please do contact me or Carter Jonas if you would like to discuss these matters further.
Yours sincerely,

Vicky Portwain
Land Transaction Manager Rampion 2

Figure 1 – Previously considered and dismissed plan of Compound location proposed by Mr Baird and flood risk zones 2 and 3

Figure 1 – Compound proposed by Mr Baird



Appendix 1

Comments, Questions and Responses to Mr Baird email dated 17th March 2023

1) The owners and Hallam Land have both undertaken time and expense to bring this field forward for development. RWE's timescales are incompatible with the development proposals and the progression of the local plan, made worse because RWE's occupation will prevent surveys from being undertaken in advance of a planning application, resulting in further delays.

We have not seen a programme for Hallam land development proposals, so it is difficult to comment on the compatibility of development proposals. However we note that the land is not allocated for development or subject to a planning application and as such is not demonstrated short term development land. All of the proposed Rampion2 works are temporary (except for retaining a permanent access through for light vehicles). Further there are potential opportunities for both development proposals to work together e.g. the structural planting you have told us about and we would like to continue these discussions. Further options such as leaving in compounds (subject to consents etc) can also be discussed. With regard to surveys, discussions can take place with regard to potential access to the compound in the event that Hallam need to secure planning application surveys for medium- long term development proposals. If a broad development programme can be forwarded or discussed informally we can give the matter further consideration.

2) There are risks associated with accidental contamination from say fuel spillage, or the leaching of natural contaminants from the storage of soil. The landowner's

preference is to eliminate these risks by locating the compound on alternative fields.

Please see the main cover letter.

-Where the use of this land is genuinely unavoidable (i.e negotiations with the EA are exhausted) then a baseline contamination survey will be insisted by the landowner. This is entirely reasonable for development land. We would be prepared to pick this up in discussions on the Heads of Terms (see cover letter)

-The cable route will damage an environmental feature (the Countryside Stewardship field corner) and no attempt has been made to avoid it. This has been taken into account in the Preliminary Environmental Assessment work and impacts have been minimised through the narrowing of the access in this location. The remediation measures proposed will ensure that the environmental feature is not compromised in the medium to long term.

The landowners objected to the compound location in 2021 and again in 2022. To date, we have not seen any compelling evidence to suggest that RWE have properly investigated alternative locations that would be compatible with the landowners concerns and wishes.

In light of the above, and the magnitude of these concerns, I regret that our Client wishes to maintain their objection to the scheme. I note that the standard commercial Heads of Terms prevent Claimants from objecting to the scheme and I am therefore instructed not to engage with RWE's agents on the commercial terms until the above concerns have been satisfied. We would welcome the opportunity to discuss matters further and how concerns might be addressed through our ongoing environmental work and also in the context of the key commercial terms and land agreements.

Appendix 2:

The flood data referred to is based on the Environment Agency (EA) owned flood models, which provide the best and most up to date estimate of flood risk. In this region, the model outputs are from a 2010 modelling study undertaken for the EA, which considered fluvial and tidal sources of flood risk and allowances for climate change and sea level rise. These models are updated periodically, and despite the age of this data, it remains the best indication of flood risk for the area and therefore there is no immediate reason to have any major uncertainty in the mapping. The outputs from this modelling study make up the formal EA flood zones 2 & 3 on the Lower Arun, shown within the formal flood map for planning and would also be mapped within the Arun DC SFRA.

James Baird Esq.
Ryebank Farmhouse
[REDACTED]
[REDACTED]
[REDACTED]
BN17 5RF

24 May 2024

Sent via email – [REDACTED]

Dear Mr Baird,

PROPOSED CABLE ROUTE IN RESPECT OF RAMPION 2 OFFSHORE WINDFARM PROJECT

I write further to our meeting on 12th March 2024 to provide you with an update on the matters we discussed. Please accept my apologies for the delayed response, I have had to collate responses from the project team on each point which I will deal with in turn below:

Natural Regeneration Farming

We discussed your intentions to farm your land for natural capital / Biodiversity Net Gain (“BNG”) offsetting through natural regeneration and noted that easement document restricts the landowner from doing so through imposing a condition to maintain the vegetation and not to allow any natural regeneration (i.e. not to allow any trees to regenerate) thus preventing you from farming in this way.

Rampion’s onshore consents manager Oliver Kirkham commented at the meeting that in principle Rampion could consider the potential for BNG to be offset along the length of the easement strip / cable corridor and that Rampion could pay you with credits for this, though this would need to be discussed further. We have been in contact with your consultants CLM and will be arranging a date to meet with them in June to discuss the BNG on your land and how those plans may align with the Rampion 2 project requirements.

Trees

Andrew (Thomas) raised a query in relation to whether hazel can be allowed to grow within the easement strip / cable corridor, and asked Rampion’s engineer Richard Towner Roethe, what evidence Rampion have to substantiate the prohibition of planting trees in the easement strip / cable corridor.

Richard (Towner Roethe) explained at the meeting that Rampion are obligated to protect the cables as the presence of tree roots can put the effectiveness of the cables at risk, and Oliver (Kirkham) confirmed that the OFTO would be at risk of not being able to insure the cables with trees growing within the easement strip.

Oliver (Kirkham) subsequently emailed you, in an emailed dated 20th May 2024, setting out the detail of the technical requirement for the exclusion of planting new woodland or trees above installed export cables including details about the direct and indirect risks of physical damage and from root growth near power transmission cables.

Andrew (Thomas) responded to Oliver's (Kirkham) email, in an email dated 22nd May 2024, that Rampion's Outline Landscape and Ecology Management Plan ("OLEMP") (Section 4 – Landscape and Habitat Reinstatement) suggests that hawthorn, crab-apple, blackthorn, elder and hazel are acceptable to be planted anywhere, and stated that this conflicts with the proposed easement agreement which seeks to sterilise the strip of all trees.

Please note that Section 4 – Landscape and Habitat Reinstatement of the OLEMP only applies to the reinstatement of existing vegetation and does not include new planting of vegetation (trees or scrub) over the cable corridor that is currently used as agricultural (predominantly arable) farmland.

For the avoidance of doubt, no new planting (or natural regeneration) of trees or scrub over the easement strip / cable corridor is permitted, without the prior written consent in writing such consent not to be unreasonably withheld or delayed. The asset owner (Rampion Extension Development Limited, and later an OFTO) will be responsible for periodic survey and vegetation management of the cable easement strip as required.

Andrew (Thomas) sought confirmation that Rampion 2's right seeking to plant trees on the Grantor's Estate must not relate to Rampion 2's own BNG requirements, but for replacement planting only. I can confirm that this is correct. Any new planting beyond the reinstatement planting required to contribute towards Rampion 2's BNG obligations will be subject to separate negotiation. We are happy to discuss this further in the context of your BNG offer once we understand your BNG proposals in more detail.

Temporary Site Compound Location

In the meeting, you made it clear that you strongly oppose the location of the site compound and that Rampion had not considered alternative locations (off your land) properly.

Rampion requires three temporary construction compounds as bases to support the construction of the onshore cable corridor to reduce the distance travelled between the compounds and cable work sites, and another two to support the onshore substation works. This includes for logistics, preparing materials, equipment, maintenance, project management and to support mitigation works. Compounds must have sufficient space for the required purposes, be close to major roads, be outside of protected areas, be near the onshore cable corridor and key construction activities and be on level clear ground.

The temporary construction compounds have been located strategically to each serve a section of onshore cable route during construction. A temporary construction compound is best located near to a trunk road for ease of transport links, outside of designated areas, of sufficient size to fulfil its purpose and on flat land where possible to reduce the need for cut / fill.

The Climping construction compound is located in close proximity and linked to the onshore cable construction corridor to the East, it is also in close proximity to support the landfall works. Rampion considered an alternative compound site at Climping to the West of Church Lane prior to consultation but this was rejected due to the area overlapping with an approved outline application (CM/1/17/OUT for the erection of up to 300 dwellings and ancillary development). Other alternatives were considered in the area but the extent of Flood Zone 2 and 3, increased proximity to cultural heritage assets and residual capacity as a result of these constraints made these options unworkable for Rampion 2.

Temporary Site Compound Consideration

Andrew (Thomas) commented that on Rampion 1 the site compound fee was calculated on **REDACTED** and noted Rampion 2 were offering **REDACTED**, and that this was not subject to any RPI increase until the date of entry. You made it clear that you would only be willing to accept a commercial value for the site compound. Oliver (Kirkham) agreed that Rampion would review the basis of the site compound consideration.

I subsequently emailed you, on 20th May 2024, with a revised offer for the temporary site compound consideration. I can confirm that the size of the temporary site compound will equate to approx. 59,000 square metres (5.90 hectares (approx. 14.5 acres)). In addition, there are two HDD compounds which will equate in

total to approx. 24,000 square metres (2.40 hectares (approx. 6 acres)) resulting in a total area of land of 83,000 square metres (8.3 hectares (approx. 20 acres)).

Rampion are currently offering a temporary site compound consideration of **REDACTED** that equates to **REDACTED** (payable annually in advance for the duration of the construction period). Crop loss and disturbance will be paid on top of this.

Alternatively, Rampion are prepared to offer a temporary site compound consideration of **REDCATED** that equates to **REDACTED** (payable annually in advance for the duration of the construction period), without the additional payments for crop loss and disturbance.

Potential Land Contamination

Following a discussion about your aspirations to develop the land (where the temporary site compound is cited) Andrew (Thomas) raised a concern about the land being contaminated during its use as a site compound. Richard (Towner Roethe) was able to confirm at the meeting that before and after baseline contamination surveys would be undertaken, and that strict industry practices are enforced to prevent any contamination of soil from compound activities. Richard (Towner Roethe) was also able to confirm that the site compound would be used for storing topsoil – that Rampion are unable to store in the floodplain – arising from the trenchless crossings. Any such soil that is suspected or found to be contaminated would be handled and stored appropriately to prevent migration of any contaminants (See Commitment C-143 in the Commitments Register [REP3-049 in the Examination Library]).

Undertaking Works in the Easement Strip / Cable Corridor

Andrew (Thomas) asked about the restrictions on raising and or lowering the levels of the land in the easement strip / cable corridor, as well as asking what costs may be borne from making an application for consent for any works. Andrew (Thomas) also asked what happens in the event of natural erosion of a surface and who would be liable for the maintenance.

I can confirm that any routine maintenance of surfaces within the easement strip / cable corridor will not require consent to be sought (for example, filling in potholes / making good the surface of an existing farm track). I can also confirm that the landowner would not be responsible / liable for natural erosion.

Raising or reducing levels would require prior written consent in writing such consent not to be unreasonably withheld or delayed, due to the OFTO's requirement to ensure the cables are not interfered with / impacted upon.

Option Agreement – Requirement to retain 40m Strip

Andrew (Thomas) queried Rampion's requirement to retain a 40m strip in perpetuity. Having re-read the draft Option Agreement, I can confirm that Rampion only seek the 40m strip to be safeguarded from any form of development or the raising or lowering of the levels from the date of signing the Option Agreement until the date that entry onto the land is taken (or the date that the rights are terminated). Rampion are only seeking a permanent 20m easement strip (where open cut and slightly wider at landfall compounds / HDD locations) for a term of 99 years.

Impact on Campsites

Alison (Baird) asked at the meeting whether construction access was required adjacent to the Cuckoo and Billabong campsites. I confirmed that this is only an operational access requirement (post scheme) and that this may be in the form of a man in a white van requiring access on a once in a six-monthly basis.

The Billabong campsite is in close proximity to the HDD pit (crossing under the River Arun) and it is acknowledged that during the undertaking of the drilling this may be disruptive to the campsite users, and may take approximately 4 months to complete. At this time, Rampion cannot give any assurances as to when this HDD will be undertaken, as construction scheduling will be undertaken following detailed design by the principal contractor. However, Rampion are willing to discuss the timescales / project programme (and any

further mitigation measures) as and when the principal contractor has been appointed and a programme of works has been finalised.

Black Poplar Trees

You have clearly stated your concerns in relation to the nationally rare indigenous Black Poplar trees growing on your land. Rampion can confirm that they know the location of these trees, will seek to avoid them where possible, and have added the commitment in the Outline Code of Construction Practice to protect and translocate if required species such as Black Poplar (See 5.6.38 and 5.6.39 in the Outline Code of Construction Practice [REP3-025 in the Examination Library]).

Following receipt of this letter, I would be grateful for the opportunity to have a further discussion with you (and Andrew Thomas) to establish whether we can progress matters by incorporating some aspects of this letter into the Heads of Terms.

Yours sincerely

REDACTED

Nigel Abbott BSc (Hons) MRICS
Associate Partner

E: REDACTED
M: REDACTED

Cc. Alison Baird (via email – REDACTED)
Andrew Thomas (via email – REDACTED)