

Rampion 2 Wind Farm

Category 4: Compulsory Acquisition

Land Engagement Reports: TC Rampion OFTO Limited

Date: August 2024
Revision A

Application Reference: 4.6.18

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

Ecodoc Reference: 005279375-01



Document revisions

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

LANDOWNER / LAND INTEREST NAME:	TC Rampion OFTO Ltd	URN on LRT:	035
AGENT:	Dalcour Maclaren (Matthew Chambers)	Relevant Rep Ref:	RR- 384
PROPERTY NAME:	Land west of Rampion 1	Written Rep Ref:	N/A
LAND INTEREST:	Category 1 Works 19 – Onshore Works Connection	PLOT No:	34/20, 34/21, 34/22, 34/24

STATUS

The Applicant is currently in detailed negotiations for the required rights to install cables in land owned by the Landowner between the Rampion 1 substation and Bolney NGET substation. Rights sought by the Applicant are proposed to be secured in an Option for a Deed of Easement with a template crossing agreement for crossing the Landowner's assets.

Detailed negotiations have been ongoing since October 2023 with adjustments made to the key terms reflecting the less typical requirements of the Landowner due to it being also an asset owner. The Applicant hopes to secure the required rights by way of voluntary agreement, however a number of key commercial points remain to be agreed.

The Applicant will continue to engage with the Landowner with further meetings arranged for 2 August 2024.

NEGOTIATIONS FOR VOLUNTARY ACQUISITION OF RIGHTS

Heads of Terms were issued in October 2023 directly by the Applicant to the Landowner. Meetings were held at least monthly through 2024 with the Landowner to negotiate and agree points within the Heads of Terms which the Applicant has detailed in a spreadsheet for review at each meeting.

A counter offer for the cable easement payment was sent by the Landowner based on a substantial land value which the Applicant does not consider justified. However, a revised offer was forwarded by the Applicant on 2 July 2024 with bespoke proposals to try and reach agreement.

Negotiations are ongoing on the Heads of Terms and protective measures for the Landowner's assets. To date the parties have been unable to reach agreement on commercial terms however the Applicant continues to attempt to reach agreement.

PROGRESS OF ENGAGEMENT FOLLOWING CAH 1

Following CAH1 the Applicant sent a letter to the Landowner to confirm the project's position in respect of fees for professional advice.

On 6 June 2024 a call was held between the Landowner and the Applicant's land transaction manager. The Applicant noted that a counter offer had been received from the Landowner for the cable easement and that the Applicant was reviewing it but noted that the valuation was accompanied by comparable values for different land uses not associated with the planning permission associated with the Property or with the Landowner's objectives.

A teams call was set out for 19 June 2024 to be attended by the Landowner and the Applicant's engineering and land transaction representatives and agents. The call was to discuss the Landowner's financial request offers and outstanding points within the Heads of Terms (see above).

On 2 July 2024, the Applicant circulated the updated tracked changes version of the Heads of Terms, with the revised offer, and requesting updated comments on the Heads of Terms. On 3 July 2024, the Applicant was re-sent details of the fees incurred by the agent up until March 2024, which the Applicant has agreed to pay. The Applicant responded to the Landowner on 4 July 2024, requesting a list of outstanding matters to be agreed within the Heads of Terms, and requesting timesheets for the agents' advice between March 2024 and July 2024.

On 3 July 2024 the Landowner wrote to the Applicant stating that "as noted in previous correspondence, we manage numerous assets throughout the UK and whilst project specific information is commercially sensitive, we have concluded several land deals in relation to similar rights on OFTO owned land. We believe that the figure provided to you is representative of the strategic value of the land in question". The Landowner stated that "In the event that you do not fully agree with our

proposal, we would expect Rampion 2 to positively engage and propose a counteroffer in order to progress negotiations'. The Applicant notes that a counter offer was provided in the revised HOTS sent on the **2ⁿ July 2024** and that the letter and email crossed over.

The Applicant responded to TC OFTO on **18 July 2024** confirming that the Applicant's land team has fully assessed the proposal but did not consider that there is any evidenced justification for the value of REDACTED / acre which the Landowner's advisors have allocated to the OFTO land affected. Further, the Project team is not in a position to be able to recommend that Rampion 2 board approve an agreement which diverts so substantially from 1) it's own expert advisor's valuation of the land and 2) the commercial terms being offered to and agreed with other parties without evidence to support the valuation behind the agreement (noting that the offer is above open market freehold rates for rural land already). A counter offer was noted as having been made by the Applicant as noted above.

A teams call was held on 18 July 2024 to discuss the outstanding key commercial terms, in particular the easement payment, however a consensus was not reached as the Landowner's representatives did not consider it appropriate to provide rationale for their valuation. Progress was made on key terms relating to notifications, construction method statement and risk assessment considerations, with updated Heads of Term being circulated to the landowner's agent on 25 July 2024. Both parties agreed to revert further to additional consideration of the permanent easement payment.

LANDOWNER ENGAGEMENT (2021 to 2024)

The Applicant has been in regular correspondence with a representative of the Landowner since 2023.

In October 2023, a Teams call was held with Jonh-Francis Forward and Bruce Turner from the Landowner and the Applicant's Land transaction manager, onshore consents manager and lead engineer.

A summary and list of the actions are below:

- The Applicant is seeking a voluntary land agreement with Transmission Investment to procure rights to lay the Rampion 2 cable easement
- NGET is carrying out design works for the connection of the Applicant into Bolney substation. Until this work is carried out the cable corridor cannot be confirmed / narrowed
- Other projects in development were noted as also requiring land access over Transmission Infrastructure land for connections e.g. One Planet
- The Applicant noted that there are protective provisions in the DCO for existing electricity infrastructure assets where the proposed Rampion 2 cable crosses these
- The Landowner stated a preference for crossing arrangement requirements to be contained in a Crossing Agreement (separate from land agreement)

Actions

- The Applicant to send draft Key Terms to the Landowner
- The Landowner to send draft template Crossing Agreement to VP
- The Landowner to send Environmental / landscape mitigation commitments to VP
- VP to arrange further call

The Landowner appointed a land agent in December 2023.

A new Landowner representative was introduced in January 2024 and an introductory Teams call took place between the Applicant and Marc Brown on 30 January 2024. Further to the teams call, the Applicant emailed the record and actions of the previous call in October 2023 with John- Francis and Bruce Turner. The email also referred to the Applicant's original proposal as communicated on the October 2023 call for a land agreement with agreed form template crossing agreement/ interface agreement attached.

The email stated that the Applicant is keen to avoid duplication in various documents and unnecessary complexity which will not be in the interest of either party. The Applicant also stated it was keen to prioritise documents that deliver the rights and protections required and address:

- what needs to be addressed in our agreements, and then
- what documents are required to cover this

An agenda was circulated by the Applicant for a Teams call programmed for 5th February:

- Intros
- Rampion 2 Project update
- Landowner – key issues
- Previous discussions to date
- Background to R2 cable route requirements and constraints for new representatives

- Engineering constraints and requirements e.g. buried services and construction methodology (The Applicant's engineer)
- Structure of agreements going forward (land agreements, attached template crossing agreement, PP's)
- Commercial terms
- Way forward and legal details

On 7 February 2024 the Applicant sent an excel spreadsheet with a list of key actions and a summary of the teams call.

On 9th February the Applicant forwarded to the Landowner's representatives and their agent draft precedent documents as follows:

- 1) Template draft option for easement
- 2) Template draft easement
- 3) Draft crossing agreement

The Applicant confirmed its proposal is to attach the draft template crossing agreement to the option, requiring both parties to enter into it prior to the start of works. However at this stage the Applicant has not inserted the relevant clause / appendix in the option as the crossing agreement is not in the standard 'template' documents. The Applicant requested confirmation in principle to this structure so that lawyers could be instructed accordingly.

The Applicant welcomed further discussion on the crossing agreement and any key points from the option/ lease that the Landowner may want covering in the key terms. Details of the Applicant's property lawyers were forwarded.

On 13th March 2024, the Applicant confirmed in an email approval to fee quotes sent to it by the Landowner representatives subject to communication from those representatives when fees incurred is close to the indemnified amount being reached.

A call was held on 3 April 2024 to review the Heads of Terms. The list of key terms was reviewed and recirculated. Key items for discussion were Risk assessments and construction method statements, required notification, easement value, survey payments, and cable easement term.

On 9 May 2024 the Applicant emailed the Landowner to inform them of the Examiners site visit on adjacent land and to propose 23rd May for the next teams HOTS progress call.

ALTERNATIVES / REFINEMENTS

The Landowner has requested that the option plan be refined to only allow the permanent easement to the west of existing fenceline. The option plan was amended on 29 March 2024 and 8 April 2024 and forwarded to the Landowner.

IMPACT ON LAND INTEREST

- The Landowner has a Category 1 interest in land to the east of Bolney NGET substation and west of Rampion 1 substation
- The impact on the Property will be limited due to its limited current use by the Landowner

PROPOSED MITIGATION

- It is proposed to incorporate wording in the option to enable the Landowner to grant third party rights subject to the Applicant's approval.

OUTSTANDING ISSUES DELAYING CONCLUSION OF VOLUNTARY AGREEMENT

- Agreement on the following key commercial terms has yet to be reached:
 - Length of cable easement term
 - financial offer
 - ability for the Landowner to grant third parties rights

CJ Negotiations/Contact Summary	Date of Contact	Method of Contact
s.42 letter posted	26/04/2023	Letter
s.56 letter posted	25/09/2023	Letter
<p>OFTO sends intro email to SM RAMPION: Hello,</p> <p>I work for a Transmission Investment who own and manage the Rampion 1 substations and cable assets. On review of the proposed project plans for Rampion 2 project we note this proposed scheme will directly affect our asset near Bolney Substation (land parcel 34/22 as shown in the plans submitted as part of the DCO plus a strip of land to the east). As we are currently in the Representation Period of the DCO process, I am seeking to gain further insight about what works are proposed in proximity to our assets before I file my company's interest and standing towards the project on the PINs website (deadline early Nov). I hope we can discuss the proposed works and some more of the project detail and agree on any crossing/access agreements etc as required.</p> <p>Hoping to hear from you soon.</p>	23/10/2023	Email
<p>LT sends introductory email to Jon-Francis: By way of introduction, I am one of the advising agents working on the Rampion 2 project.</p> <p>I have forwarded this email onto the Rmapion2 project team who will be in touch initially.</p> <p>Please give me a call if you do not hear from them.</p>	23/10/2023	Email
<p>Jon-Francis responds to LT</p>	24/10/2023	Email
<p>VP emails Jon-Francis:</p> <p>I am the Land Transaction Manager for Rampion 2 and I have been forwarded your email. Do you have time today for a call regarding the Rampion 2 project? The Rampion 2 cable corridor runs through land owned by Rampion 1/Transmission investment in proximity to the Rampion 1 cable. The cable route is not yet fixed due to the number of constraints and uncertainties in the localized area and it is intended that the precise route would be fixed post DCO award. We will be seeking a voluntary land agreement with Rampion 1/ Transmission Investment and it would be good to discuss with you the structure of this agreement and the mechanisms which will be in place to protect Rampion 1 assets.</p> <p>If you are not available today, I would be grateful if you could give me some dates with your availability? I look forward to hearing from you. Vicky</p>	26/10/2023	Email
<p>VP and Jon-Francis discuss the project and key terms over a TEAMS call</p>	26/10/2023	Telecom

<p>Jon-Francis chases for the HOTs: Following up from our discussion last week, please could you send over the draft HoTs for the land parcel 34/24 and the draft option plan you mentioned on the call. It would be good to know from you what actions you envisage us having to take.</p>		
<p>VP responds to Jon-Francis - KEY TERMS ISSUED It was good to meet you last week. Please find below a brief summary and list of the actions I made on the call:</p> <ul style="list-style-type: none"> - Rampion 2 is looking to construct it's cable through land owned by Transmission Investment in proximity to Rampion 1 assets, adjoining land at Bolney substation and has submitted a DCO application - Rampion 2 is seeking a voluntary land agreement with Transmission Investment to procure rights to lay the Rampion 2 cable easement - NGET is carrying out design works for the connection of Rampion 2 into Bolney substation. Until this work is carried out the cable corridor cannot be confirmed / narrowed - Other projects in development were noted as also requiring land access over Transmission Infrastructure land for connections e.g. One Planet - VP noted that there are protective provisions in the DCO for existing electricity infrastructure assets where the proposed Rampion 2 cable crosses these - Transmission Investment (BT) stated a preference for crossing arrangement requirements to be contained in a Crossing Agreement (separate from land agreement) <p>Actions</p> <ul style="list-style-type: none"> - VP to send draft Key Terms to Transmission Investment - Transmission Investment to send draft template Crossing Agreement to VP - Transmission Investment to send Environmental / landscape mitigation commitments to VP - VP to arrange further call <p>Please find attached the draft HOTs prepared by our land agent – Carter Jonas. I have copied in Lucy Tebbutt from Carter Jonas who has prepared these and will be acting on behalf of Rampion 2. I would be grateful if you could let me know if I have missed anything substantive in my list of actions above and let me have your availability for a future meeting date – perhaps allowing for sufficient time for a review of the HOTs?</p> <p>All the best and I look forward to hearing from you.</p>	<p>30/10/2023</p> <p>31/10/2023</p>	<p>Email</p> <p>Key Terms Issued</p>
<p>LT chases Jon-Francis for an update on key terms considerations</p>	<p>21/12/2023</p>	<p>Email</p>

<p>Email received from Matthew Chambers (Dalcour Maclaren) - Intro email as agent on behalf of TC Rampion OFTO Good Afternoon Lucy,</p> <p>By way of an introduction I am acting on behalf of TC Rampion OFTO Limited in relation to the Rampion Extension Development.</p> <p>I have been forwarded the Heads of Terms by my client for review. I have initially reviewed the HoTs and made comments which I attach as well as a marked up plan. It would be useful to arrange a meeting for the New Year to discuss the project as well as the agreements being sought.</p> <p>I have also outlined within the comments our fees on a Quantum meruit basis as well as below which I trust will be reimbursed by the Project.</p> <p>Director - £180/hour > 5 years Qualified - £150/hour 2-5 years Qualified - £130/hour < 2 Years Qualified - £110/hour Graduate - £80/hour</p> <p>I would be grateful if you could confirm your agreement with the above fees and I look forward to hearing from you on the documents and meeting.</p> <p>Kind regards Matthew Chambers</p>	<p>21/12/2023</p>	<p>Email</p>
<p>Bruce Turner responds to LTs email:</p> <p>Jon Frances is away at the moment.</p> <p>I would like to include my colleagues Marc Brown (Development Mgr) and Brandon Law (Commercial) who will be involved in this going forwards.</p> <p>Marc will be responding on the key terms below once we have had advice from our land agents and legal team.</p>	<p>21/12/2023</p>	<p>Email</p>
<p>LT emails MC stating that Rampion has agreed to the fees detailed by MC on 21/12/2023</p>	<p>15/01/2024</p>	<p>Email</p>
<p>Phone call between MC and LT</p>	<p>23/01/2024</p>	<p>Telecom</p>
<p>LT sends a TEAMS call invite to Vicky Portwain, Matthew Chambers, Richard Towner-Roethe, Marc Browne, Ed Higson and Bruce Turner and postpones in person meeting due to train strikes</p>	<p>31/01/2024</p>	<p>Email</p>
<p>Correspondence between LT and MC. LT attaches a spreadsheet with comments from both parties on the Key Terms</p>	<p>01/02/2024</p>	<p>Email</p>
<p>Meeting between Rampion 2 and TC Rampion OFTO Ltd and CJ</p>	<p>05/02/2024</p>	<p>Online Teams Meeting</p>
<p>LT sends the meeting notes with associated actions and she attached the HoT spreadsheet with comments for the meeting: Without Prejudice and Subject to Contract</p> <p>Good afternoon,</p>	<p>06/02/2024</p>	<p>Email</p>

<p>Thank you for your time yesterday morning,</p> <p>Please see attached notes from the meeting with associated Actions. I have also attached the Heads of Terms spreadsheet with comments from the meeting added.</p> <p>Kind regards, Lucy</p>		
Vicky Portwain sends a brief summary and list of actions following the meeting on 5th Feb to LT, Toby Lee, Peter Woodcock, Ed Higson, Matthew Chambers, Marc Browne, Brandon Law and Bruce Turner	07/02/2024	Email
Vicky Portwain sends the template draft option for easement, template draft easement and draft crossing agreement to Marc, Matthew and Ed	09/02/2024	Email
Marc Browne thanks Vicky for the email and attachments and informs her that he has forwarded it to their lawyers	14/02/2024	Email
Matthew Chambers sends a summary of the Dalcour Maclaren actions	16/02/2024	Email
Vicky Portwain emails Marc and Matthew re reimbursement and approval of spending	13/03/2024	Email
Marc Browne responds to Vicky Portwain	14/03/2024	Email
LT attaches tracked changes version of the HoTs and a summary of the last call within excel and updated comments	29/03/2024	Email
LT emails MC an updated plan	02/04/2024	Email
Meeting with Rampion 2 and Rampion TCE OFTO	03/04/2024	Online Teams Meeting
LT sends an updated tracked changes HoT and a summary of actions for CJ, RWE and DM.	08/04/2024	Email
Email from MC confirming he is now back from annual leave and will review the documentation	15/04/2024	Email
LT sends chaser email to Matt Chambers re the tracked changes and she will revert shortly on interim fees	25/04/2024	Email
MC responds to LT stating he has reviewed the HoTs but would like the updates from CJ prior to reverting with these. He postpones the meeting requested by LT	26/04/2024	Email
Email from Matt Chambers requesting a date for a meeting	22/05/2024	Email
Email from Matt Chambers requesting a date for a meeting	03/06/2024	Email
Meeting with OFTO	10/06/2024	Online Teams Meeting
Notification of potential non-material changes to Rampion 2 Proposal letter sent	01/07/2024	Letter
<p>LT sends the Tracked Changes Key Terms: Without Prejudice and Subject to Contract</p> <p>Hi Matthew,</p> <p>Please see attached with our updated comments.</p> <p>We look forward to hearing from you.</p> <p>Thanks, Lucy</p>	02/07/2024	Email
MC thanks LT for the email and states he will revert shortly	02/07/2024	Email
Letter sent from the OFTO to RWE	02/07/2024	Letter

Email thread between LT and Matt Chambers regarding a revised meeting date and on interim fees	03/07/2024	Email
LT responds to an email from MC stating that the fees incurred are higher than anticipated and it would have been helpful to have received a warning when they reached a cap. LT asks MC to provide a list of outstanding matters to be achieved and a fee quote including a timesheet for work between March - July 2024	04/07/2024	Email
Email received from Marc Browne at the OFTO queries updates to the Heads of Terms provided on 2 July 2024	09/07/2024	Email
Vicky Portwain emails the latest HoT to Matthew Chambers, Marc Browne, Lucy Tebbutt, Brandon Law, Oliver Kirkham and Ed Higson	16/07/2024	Email
Correspondence between Vicky Portwain and Marc Browne re rescheduling meeting	16/07/2024	Email
Call between Rampion OFTO, LT, Vicky Portwain and Oliver Kirkham	18/07/2024	Online Teams Meeting
Updated Heads of Terms sent to the OFTO following the Teams call on 18 July 2024 and requesting survey access	26/07/2024	Email
Survey licence and plan sent to the OFTO	26/07/2024	Email
Email from OFTO's agent agreeing to the survey	26/07/2024	Email
Email from OFTO (Bruce Turner) requesting clarification on whether the survey took place	31/07/2024	Email
RWE engineering team respond apologising for the miscommunication regarding the survey	31/07/2024	Email
Response received from OFTO regarding the survey	31/07/2024	Email

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