

From: [Vekaria, Rohini](#)
To: [Rampion2](#)
Subject: Development Consent for the proposed Rampion 2 Offshore Wind Farm Extension Project [DEN-UK_ACTIVE.FID11036128]
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Attachments: [Rampion 2 DCO - Network Rail's submission 6 December 2024\(99946173.1\).pdf](#)

Good morning

Please see attached Network Rail's response to paragraph 16 of the Secretary of States letter dated 25 November 2024.

Kind regards,

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Submitted on behalf of Network Rail Infrastructure Limited

Reference: EN010117

Network Rail's position on Protective Provisions

1. Network Rail's position

- 1.1 This submission is in response to the Secretary of State's letter dated 25 November 2024, whereby a request was made to provide an update on whether any agreement has been reached regarding respective Protective Provisions. This document sets out Network Rail's position.
- 1.2 Prior to the examination closing Network Rail and the Applicant were negotiating the Protective Provisions and Framework Agreement. Negotiations were re-commenced after the examination closed. However, the Secretary of State is asked to note that there has been little progress regarding any agreements that would alter the need for Network Rail's standard protective provisions to be included in the DCO (if made). It remains Network Rail's position that its interests are not adequately protected, unless its standard form of protective provisions are included in any made DCO and the outstanding issues set out in the table submitted by the Applicant on 9 July 2024, remain the same. In addition, we would draw the Secretary of State's attention to section 127 (statutory undertakers land) of the Planning Act 2008, which sets out the requirements that need to be met, for the Secretary of State to be satisfied that the CPO powers can be sought over Network Rail's land/rights.
- 1.3 Nevertheless, some progress has been made with the Framework Agreement, with only a couple of provisions left to be agreed upon, some of which are subject to Network Rail and the Applicant entering into a property agreement.
- 1.4 The Applicant has previously advised that without a property agreement in place, they are unable to include Network Rail's standard Protective Provisions on the face of the draft Order/ Order (once granted) and nor are they able to agree provisions in the Framework Agreement, which relate to the exercise of their powers under the DCO.
- 1.5 Network Rail has been trying to engage with the Applicant to have the heads of terms agreed for the property agreement (which will be an option for an easement), particularly, the consideration amount and the easement area. In the absence of agreed heads of terms, the property agreement has been delayed and has not yet been entered into. A basic property agreement has nevertheless been drafted and circulated to the Applicant recently for comments.

6 December 2024