

When replying please quote:

Our Ref JM/ZB/21549

20 February 2023

The Secretary of State for Business,  
Energy and Industrial Strategy  
Mr J McKenna  
Department for Business,  
Energy and Industrial Strategy  
Level 3 Orchard 2  
1 Victoria Street  
Westminster  
London  
SW1H 0ET

By Email: john.mckenna@beis.gov.uk

Dear Mr McKenna

**The National Grid Electricity Transmission PLC (Scotland to England Green Link 1)  
Compulsory Purchase Order 2023  
Our Clients: John, Jo & Lydia Hare and J.G. Hare (Farming) Limited as occupiers  
Our Clients' Property: Carrhouse Farm, Murton, Seaham, SR7 9TW**

We write in relation to the above Compulsory Purchase Order which involves a proposed cable easement over our clients' property. Whilst National Grid state that they have tried to seek voluntary agreement with all landowners following a series of negotiations, these negotiations have, unfortunately, been overly protracted with a lack of communication and engagement from National Grid throughout the process.

Our clients were first contacted in relation to the proposed scheme in February 2021 with a request for access over their property for walk-over surveys. Whilst a licence fee of £250 was paid to our client for access under licence, this licence fee was to be deductible from compensation for damages. This is not standard practice within the industry, where it is reasonable for a landowner to charge a licence fee, and expect any damage caused whilst accessing their land either be made good, or a claim for damages to be met. Although the non-intrusive survey licence ran for 12 months only, we have had subsequent requests for access by National Grid, without licences or licence fees being put in place.

In July 2021 Land Interest Questionnaires were issued by WSP. Our client was not paid for their time dealing with these questionnaires, which is unreasonable, and the questionnaires were therefore completed as a gesture of goodwill.

In August 2022 we received a draft set of Heads of Terms for an Option for Easement for our clients, with an incentive deadline being set of 4 January 2023. The basis of negotiation being that, if terms are agreed before the incentive deadline, an easement payment of 100% of the capital value of the easement width would be made, whereas this would be reduced to 80% if the incentive deadline was not met.

We have sent emails to National Grid's agent to start negotiations, as well as having two meetings to try to start negotiations. We have received very little engagement from National Grid with very little effort being made to negotiate in order to make terms of voluntary agreement reasonable to landowners. We have therefore had to request the incentive deadline is moved forward twice and we confirm that the current incentive deadline is 31 March 2023, although terms would have to be agreed by 20 February 2023. Since sending an email to negotiate with National Grid on 7 February 2023 we have not had a reply, and therefore this incentive deadline will not be met.

In addition to a lack of engagement in relation to fundamental headline points on the Heads of Terms, we have also received very little information in relation to the construction works themselves. In particular, National Grid have not confirmed details in relation to soils and storage of soils during the construction process, drainage, reinstatement of land and access provisions, all of which are basic, key points.

The cable depth has been identified as being 0.9 metres below the surface of the ground, however this is likely to cause issues for our clients as they have drains at this depth. We therefore request that the cable depth could be increased to 1.2 metres so as to cause less disruption to our client's holding in the future.

We confirm that we remain willing and happy to enter into a voluntary agreement with National Grid and feel that this is the best way forward for both parties. Unfortunately, at present, with the lack of communication and engagement from National Grid it is very difficult to work together to negotiate reasonable terms.

Yours sincerely

*J. Metcalfe.*

Mrs J Metcalfe  
[joanne.metcalfe@youngsrps.com](mailto:joanne.metcalfe@youngsrps.com)

For and on behalf of YoungsRPS