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Our Ref JM/ZB/21548

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 Client: Katherine Pattison
Our Client's Address: Murton Moor West Farm Cottage, South Hetton, Durham, DH6 2UW**

We write in relation to the above Compulsory Purchase Order which involves a proposed cable easement over our client's 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 client was 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 March 2022 access was taken over our client's property without prior consent or notification in order to undertake intrusive survey work on a neighbouring land holding. This caused huge ramifications for our client as well as causing danger to horses and riders using the track, highlighting the issues with poor communication throughout the process. Our client runs a livery yard, and the access route used is a popular hacking route for her customers. The way in which the access route was used, with track matting laid, was dangerous and posed a serious risk for horses and riders. A claim was submitted to National Grid's agent in May 2022 however this was not agreed until October 2022 resulting in our clients being out of pocket for a significant period of time.

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. At this point in time, the claim for damages had not been settled in relation to access which had been taken over the last 18 months and therefore, understandably, our client wished to hold off starting negotiations in relation to the Heads of Terms until claims had been settled.

Once our client's claim had been settled, we 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 and access, 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 we would like to 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
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For and on behalf of YoungsRPS