

When replying please quote:

Our Ref JM/ZB/21914

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: C Howes and Estate of P Howes (Deceased)**

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. There have also been occasions where access has been taken without consent, with documents being left in envelopes tied to wooden stakes which have been driven into the ground which is unnerving and unprofessional when considering that our clients have made real effort to engage with National Grid.

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 September 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 7 February 2023. The basis of negotiation being that, if terms are agreed before the incentive deadline, an additional payment of 20% of the total easement payment would be made, whereas this would be reduced to 80% of land value 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. 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. Key terms are missing from the proposed Heads of Terms for example compensation provisions and indemnity for professional costs. 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, reinstatement, 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 this is likely to cause issues. 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.

Our client has had interest in using their land for alternative uses, including residential development and also battery storage schemes. The location of the proposed easement will effectively sterilise the northern part of their land parcel for development for these uses. Our clients have tried to engage with National Grid in order to minimise their losses since June 2021 and we are therefore disappointed that the CPO was submitted without coming to an agreement with our clients. Having had numerous Battery Storage developers lose interest in working on a scheme on the land as a direct result of the SEGL1 scheme, our client is in the process of designing a Battery Storage scheme (BESS) and applying for grid connection. A copy of the BESS proposed layout was sent to National Grid's agents for approval in August 2022. We have not had any correspondence or engagement since that date, resulting in significant costs for our client in delaying the project. In addition, the area of land take shown on the CPO documents is much larger than the area which was first discussed with our clients, again without discussion.

A construction compound is proposed to be located on our clients' property, however this will effectively sterilise the entire land parcel for the whole period that the compound is used. This parcel is included in the proposed BESS scheme, which National Grid are aware of, however we have had no engagement in this regard.

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

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For and on behalf of YoungsRPS

