

DATE: 28TH FEBRUARY 2024

**THE NATIONAL GRID ELECTRICITY TRANSMISSION PLC (SCOTLAND TO ENGLAND
GREEN LINK 2) COMPULSORY PURCHASE ORDER 2023**

STATEMENT OF COMMON GROUND

(1) NATIONAL GRID ELECTRICITY TRANSMISSION PLC

AND

**(2) THE RIGHT HONOURABLE HENRY DURAND BARON HOTHAM, THE RIGHT
HONOURABLE ALEXANDRA MARY HOTHAM AND THE HONOURABLE WILLIAM
BEAUMONT HOTHAM**

RULE 15 OF THE COMPULSORY PURCHASE (INQUIRIES PROCEDURE) RULES 2007

NATIONAL GRID ELECTRICITY TRANSMISSION PLC

THE ELECTRICITY ACT 1989

AND

THE ACQUISITION OF LAND ACT 1981

CMS Cameron McKenna LLP
Cannon Place
78 Cannon Street
London
EC4N 6AF
T +44 20 7367 3000
F +44 20 7367 2000
cms.law

1. INTRODUCTION

- 1.1 National Grid Electricity Transmission plc (NGET) made The National Grid Electricity Transmission plc (Scotland to England Green Link 2) Compulsory Purchase Order 2023 (the **Order**) on 5 September 2023 in respect of the English onshore elements of a subsea High Voltage Direct Current Link (HVDC) between Peterhead in Aberdeenshire and Drax in North Yorkshire (the **Project**).
- 1.2 Jane Kenny (**ADAS Rural**) submitted an objection on behalf of her clients The Right Honourable Henry Durand Baron Hotham, The Right Honourable Alexandra Mary Hotham and The Honourable William Beaumont Hotham (the **Landowners**) to the Order dated 10th October 2023 (the **Objection**).
- 1.3 The Objection was based on design issues and the rights being sought. In particular, the Objection was based on lack of clarity on the cable route, lack of clarity on drainage rights being sought, cable depth, access rights and matters related to the voluntary Heads of Terms agreement (the **Objection Matters**):

2. OBJECTION MATERS

- 2.1 Since making the Order, NGET, ADAS Rural and the Landowners have engaged with NGET providing information to assist with understanding the implications of the Project and the Order for the Landowners.
- 2.2 On 02nd February 2024 NGET, ADAS Rural and Simon Fairbank (the Estate's agent) met at Dalton Estate in order to discuss the implications of the Project and the Order for the Landowners and the Objection Matters.

Topic	Sub-section	Objector's comment	EGL2 response	Status
Cable Route	2 possible routes	National Grid are yet to decide on a final cable route. Landowner is not aware of any significant surveys or inspections to help decide on final cable route.	The optionality in this location has now been removed and the Objector is aware of the confirmed route to the West, this has been reflected in an amended plan. NGET have confirmed they will provide evidence of data used to determine the cable route.	AGREED
Compound	Compound location	If a compound is still required, a more sensible location needs to be agreed. As there are concerns over the location of the	NGET have taken the Objectors comments into account and are looking into the feasibility of relocating the	IN NEGOTIATION

		compound due to the ground conditions and proximity to the working corridor.	compound to the location the objector has proposed in a meeting on 02.02.24.	
Drainage	Water balancing ponds	Very little detail has been provided over these ponds such as location, size and if they are still required.	NGET has committed to sharing more information regarding dewatering areas following the detailed design phase. NGET has agreed how these will be addressed via licence and voluntary negotiations.	IN NEGOTIATION
Cable	Cable Depth	Cable depth is listed at 900mm but landowner needs this to be minimum 1.2m to ensure cable does not interfere with farming operations.	NGET's standard cable depth is 900mm. NGET have advised the Objector that in order to progress matters on this issue, NGET would require access to undertake soil and drainage surveys. Access for this is currently being arranged.	IN NEGOTIATION
Rights	Permanent rights	A range of rights are being sought outside the Order limits, which were not required on similar schemes. This will place a burden on retained land and are unnecessary.	The ancillary rights being sought via voluntary negotiations outside of the Order limits are on offer as they benefit both parties in relation to the reinstatement of land drainage. The extent of these rights are being addressed through voluntary negotiations.	IN NEGOTIATION
Access	Right of access	Some selected areas on the access route do not allow unrestricted access without the removal of hedges – This needs to be reconsidered.	This has been amended via voluntary negotiations and new plans have been issued for review.	IN NEGOTIATION
Payment	Incentive Payment	NGET are offering an incentive payment with an incentive date but are requesting greater and wider rights than what would be granted under	NGET's incentive payments are discretionary and offered as a means of motivating early voluntary agreement.	AGREED

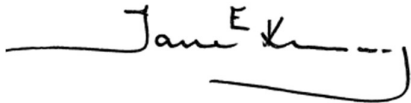
		<p>the CPO. Therefore the incentive date is unreasonable.</p>	<p>NGET are under no obligation to pay an incentive payment. NGET do not consider this matter to be grounds for an objection. NGET have committed to maintaining the incentive payment beyond the pre-agreed date where land owners and agents are constructively working with NGET to agree voluntary rights.</p>	
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NATIONAL GRID ELECTRICITY TRANSMISSION PLC

(SIGN).....

AND

JANE KENNY on behalf of The Right Honourable Henry Durand Baron Hotham, The Right Honourable Alexandra Mary Hotham and The Honourable William Beaumont Hotham



(SIGN)
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28TH FEBRUARY 2024