

Our Ref: JMN/BET/ESTMAN/ALN/  
Your Ref:  
Date: 23rd August 2023

Secretary of State for Business  
Energy and Industrial Strategy

SENT VIA EMAIL ONLY – [stephen.waterfield@planninginspectorate.gov.uk](mailto:stephen.waterfield@planninginspectorate.gov.uk)

Dear Sirs,

**STATEMENT OF CASE FOR THE PROPOSED NATIONAL GRID ELECTRICITY TRANSMISSION PLC (SCOTLAND TO ENGLAND GREEN LINK 1) COMPULSORY PURCHASE ORDER 2023 ON BEHALF OF:**

1. Edward Colin & Mary Elizabeth Snowdon, Seaham Hall Farm, Seaham SR7 7AG (Grantor)
2. Victoria Jane Payne, Cocken White House Farm, Great Lumley, Chester-le-Street, Durham DH3 4EP (Grantor)
3. Helen Alexandra Ridley, Park View Kirkharle, Northumberland NE19 2PF (Grantor)
4. Nobles Promotions Ltd, Exmore Suite, The Courtyard, Front Street, Langley Park, Durham DH7 9XE (Interested Party)

Please see the following additional Statement of Case on behalf of the parties listed above for land at Seaham Hall Farm. This is intended to provide an update on the position and should be read in conjunction with:

1. Letters sent by Hamish Smales on 21<sup>st</sup> February 2023
2. Outline Statement of Case dated 26<sup>th</sup> July 2023
3. NFU Statement of Case dated August 2023

These points are specific to our clients and sit alongside the above documents.

**Compound Area**

The letter submitted by Hamish Smales Part E noted that paragraph 3.11 Statement of Reasons indicates a temporary compound of up to 100m x 100m will be required. This was not included within the list of compounds at paragraph 3.53.

The Outline Statement of Case responded to confirm that the compound area will be located in field parcel 1-05 and that permitted development rights will be used to acquire it.

In further response:

1. In Appendix 3 of the Outline Statement of Case this field has Construction Compound Rights as one of the list of rights being sought. Appendix 2 lists in details what these rights are in detail.
2. Not all of these rights are listed in Clause 34 (Additional Land) of the Heads of Terms dated 17/08/2022.
3. Clause 34 also notes that 'any agreement on this basis to be documented in a separate licence agreement to be provided by the project'. A draft copy of this licence has not been provided by National Grid to date.
4. No's 2 & 3 above contradict paragraph 12.143.4 of the Outline Statement of Case.

To summarise, we require a separate compound agreement for this land as stated in the Heads of Terms.

### **Transitional Joint Pit (TJP)**

The only information provided by the Outline Statement of Case on this piece of permanent infrastructure is at paragraphs 3.10, 3.11 and 3.13. We have no further detail on:

1. At 3.10 and 3.11 we understand the Transition Joint Pit (TJP) is to be located '230m inland from the mean low water mark' and although we now know that this will be within field 1-05, this field is 1ha (100m x 100m) and the TJP is 60m sq. (12m x 5m). We do not know its orientation or more precise location within this field. Lack of this information was raised by email 22 February 2023 with no response since.
2. At 3.13 we are made aware that either a cover or pillar will be installed, 'whichever of the two is the preferred choice for installation'. We have no information on what each of these options involve in terms of size, material or location and the Grantor has not been consulted on their preference. This should not be left open in the Heads of Terms.
3. The uppermost depth of the infrastructure. Noting that the trench depth is 1.5m, we do not know any further dimensions aside from the footprint of the space taken so cannot be sure that the top of the TJP will lie at 1.2m below surface as we require for the cables.

In summary, the location, depth and marking of the TJP will require the Grantor's input to cause minimal disturbance to future land operations, but this information has not been provided by National Grid for discussion.

### **Bespoke Landfall Rights**

Paragraph 3.14 Outline Statement of Case proposes that a Bespoke Landfall Right will need to be acquired. The only clause in the Heads of Terms that this could refer to is Clause 31 Link Pillar Payment (Landfall Transition Joint Bay), which proposes a financial sum be paid for each link pillar installed. We cannot see anything else in the terms which could refer specifically to bespoke rights over the landfall site and have not received a separate agreement or discussions on this.

## **Easement Plan**

We note from the Outline Statement of Case in paragraph 3.18 that the easement width sought is 20m for HVDC cables and 30m where trenchless drilling techniques are used. However, we do not have a draft or indicative plan showing the extent of land that is proposed to be subject to the easement nor where the change in these easement widths will be within the field.

The plan provided by WSP dated 12 January 2023 show the working area only. It is important that the Grantors are aware of where the permanent rights are intending to be located.

## **Car Boot Sale Site**

### **Background**

The car boot sale has been located at Seaham Hall Farm for over 20 years, attracting approximately 300-500 sellers and 4,000–5,000 purchasers every weekend. It is essential to many small traders, attracting business from up to 50mile radius. Good infrastructure has developed including hard surfaced areas at vehicle entrances, for disabled pedestrian access, WC's and food retail areas. The grassed areas are sufficiently compact with a dense sward to withstand long periods of inclement weather without resulting in waterlogged conditions causing sales to be cancelled.

### **Practicalities**

The proposed cable route directly intersects the centre of the trading field, which including the working areas, will render 100% of the trading site and 50% of the entire site unusable. The Grantors and Nobles Promotions have jointly identified 10ac to the north of the existing site on the same side of the road to temporarily relocate the car boot sale. The Outline Statement of Reasons 12.141.2 identified this site as a field on the opposite side of the road belonging to Victoria Jane Payne and Helen Alexandra Ridley solely, which is incorrect, as this field is already used as an overflow car park.

The correct proposed site is in an arable rotation and will need to be sown with grass no later than September 2023 to enable the sward to establish before use. This represents 10% of the total arable area at Seaham Hall Farm. It is located directly to the north of the existing site to ensure that a few pedestrians as possible do not need to cross the road.

New infrastructure required at the selling site will include revised signs and advertising, new boundary and internal fencing, including roped off areas for the public and provision of hardcore/tarmac area for WC's and food trading areas.

### **Issues Concerning Ongoing Business**

There is a substantiated concern that changing the site will have a detrimental effect on 20 years of built-up custom. The existing site is practically and physically excellent for its use. Unsuitable ground conditions and adverse weather with subsequent access difficulties on a new site has a strong potential to deter traders and the public. A change in regular pitch site, which traders have relied on for many years for their repeat custom, being moved will not be well received.

The main competitors to the Seaham car boot sale are at Hexham Market, Sedgefield Racecourse, Blaydon, Chester le Street, Whitley Bay and Morpeth. Seaham is the largest of these sites, but detrimental changes caused by the project may subsequently result in traders moving to a competitor location. It is noted that Hexham, Sedgefield and Blaydon in particular, are based on hardstanding areas and do not have the constraints that a new site on formally arable ground will have.

## **Mitigating Losses**

Costs for reseeded the temporary 10ac site were submitted to National Grid via Bell Ingram on the 11<sup>th</sup> August 2023. These were rejected on 21<sup>st</sup> August 2023 on the basis that as work is proposed to commence in March 2026 on this section it should be seeded nearer the time. We asked National Grid to reconsider on 21<sup>st</sup> August 2023 as a firm sward will need to be established in good time for two reasons:

1. To reduce the high probability of soft ground and potential for water logging causing difficulties moving on and off the site, deterring return traders.
2. A dense sward will avoid greater long-term compaction and damage to future crop yields when returned to arable rotations.

As farmers, our clients are suitably experienced to advise on this. A 2.5year establishment period for grass will enable a far superior site to be prepared in advance of heavy vehicular use on trading weekends than sowing 6 months prior (after harvest 2025) as we believe National Grid envisage. Such a short establishment period, and over winter when grass growth is at its slowest, will only serve to provide an underprepared site. We don't believe that National Grid have given sufficient time and thought to the relocation despite a range of information being provided by GSC Grays.

A pre-application planning enquiry to move the site from the existing location to the 10ac site in the north temporarily was made to Durham County Council on 20<sup>th</sup> July 2023, and we await their comments.

## **Summary**

Our clients are taking every precaution and advance planning to mitigate losses caused to the car boot sale and ensure its survival. This has not been assisted by National Grid seeking to reduce fair compensation claims for arable crop losses and establishment costs. This is disappointing, as ultimately agreeing to these costs now and accepting the advice of the Grantors will result in a reduced claim for loss of business later.

Our client's intention has not changed and is still to come to a voluntary agreement with National Grid on the rights sought. An objection to the Order is made on the basis that the Heads of Terms cannot be progressed until the above points (and those contained within the NFU submission) are fully discussed and resolved to the satisfaction of both parties. More time and information is required to achieve a voluntary agreement.

I would be pleased to discuss any of the above points in more detail.

Yours sincerely,



**Jenn Neill**

Rural Associate Director

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