

**APPLICATION BY NATIONAL GRID ELECTRICITY TRANSMISSION PLC  
FOR  
A DEVELOPMENT CONSENT ORDER  
PURSUANT TO SECTION 37 PLANNING ACT 2008  
FOR  
THE NORWICH TO TILBURY ELECTRIC LINE ABOVE GROUND  
  
PLANNING INSPECTORATE REFERENCE: EN020027**

**WITNESS STATEMENT**

**WILLIAM BARTON MRICS FAAV**

**On behalf:**

**Interested Party Reference Number  
Interested Party Reference Number  
Interested Party Reference Number  
Interested Party Reference Number  
Interested Party Reference Number**



**1. BACKGROUND AND QUALIFICATION**

- 1.1 My name is William Simon Fraser Barton.
- 1.2 I am a Chartered Surveyor practicing as a Land Agent and a Founding Partner at Landbridge Property LLP. I have over 20 years of property experience. I studied at Durham University and The Royal Agricultural University to become a Chartered Surveyor. I am a Fellow and Director of the Association of Agricultural Valuers and Past President of the Suffolk Valuers.
- 1.3 I started my surveying career at Bidwells where I became a member of the Royal Institution of Chartered Surveyors and Fellow of the Central Association of Agricultural Valuers. In 2010 I set up my own private practice which evolved to become Landbridge Property LLP in 2017. I am as at the date of this Witness Statement, still at Landbridge Property LLP.
- 1.4 I advise on a wide range of agricultural matters, including valuations, large and small scale renewable energy options and leases, compulsory purchase and planning and development work.

1.5 I have five clients affected by the proposed nationally significant infrastructure project of National Grid Electricity Transmission plc (“NGET”) under section 14(1)(b) of the Planning Act 2008 for the “installation of an electric line above ground” between Norwich and Tilbury Project (Planning Inspectorate reference EN020027) (the “**Project**”). These are:

1.5.1 Interested Party Reference Number: [REDACTED] (Olive Godbold, Stephen Andrew Baker, Diana Joy Johnson);

1.5.2 Interested Party Reference Number: [REDACTED] (Thornbush Energy Limited);

1.5.3 Interested Party Reference Number: [REDACTED] (Trustees of the Godbold Discretionary Settlement Trust);

1.5.4 Interested Party Reference Number: [REDACTED] The Executors of the Estate of Herbert Earthy Godbold); and

1.5.5 Interested Party Reference Number: [REDACTED] (H&O Godbold Partnership).

(together, my “**Clients**”).

## 2. INTRODUCTION

2.1 I have substantial previous experience of trying to negotiate a voluntary agreement with NGET on behalf of my Clients in relation to the land belonging to my Clients that is now being affected by the Project.

2.2 My experience of trying to negotiate with NGET has been, and remains to be, consistently negative.

2.3 This previous experience of trying to negotiate a voluntary agreement with NGET was in relation to a nationally significant infrastructure project called the “Bramford to Twinstead project” (PINS reference EN020002), which was a 29km linear route between the Bramford Substation, Suffolk and 1.5km south of Twinstead Tee, Essex, and was authorised in the National Grid (Bramford to Twinstead Reinforcement) Order 2024/958 in force from 4 October 2024.

2.4 At that time, NGET consistently palmed off Landbridge (me acting as Land Agent for my Clients) and my Clients. NGET deliberately ignored us, and chose to delay negotiations by changing the parameters of the discussion very late during the



Examination of the Bramford to Twinstead DCO, until (and after the Application was made) we were timed out in the statutory period of DCO process by NGET's deliberate strategy of 'presenting' as trying to negotiate when, in reality, and with hindsight, it was clear that it was never going to begin to negotiate. I also got the impression that NGET was going to do what it wanted to do, regardless and irrespective of what I said and that its (so-called) 'negotiations' with us were meaningless and a charade at best. This was despite mine and my Clients' efforts in attending meetings with NGET and reaching out to NGET to communicate my Clients' concerns and needs, and to progress voluntary agreement negotiations. I also got the clear impression that NGET was not genuinely interested in my Clients' property and their ability to farm and diversify their operations, nor were NGET interested in acquiring my Clients' property by agreement. NGET's asserted efforts to hold voluntary agreement negotiations in relation to the Bramford to Twinstead DCO was all a charade, as I have described above. I was most surprised that a national power operator would act in that way. The outcome of those 'non-negotiations' was that, sadly and disappointingly, NGET was granted that DCO and, along with that, compulsory acquisition powers over part of my Clients' land close to the Bramford Substation. This is the very same Clients' farm, which includes land that is once again now the subject of different and a significantly larger number of works impacts and proposed compulsory acquisition powers under the Project (affecting 127 plots of land that my Clients have a land interest in).

- 2.5 Whilst the impact of the Bramford to Twinstead DCO on my Clients' land was, relatively speaking, less than the proposed impact of the Project and isolated to the close vicinity of the Bramford Substation, that negative and frustrating experience of the behaviours of NGET nevertheless taught me that NGET is not to be wholly taken at face value, nor could they be relied on to actually be seeking to do something they asserted they were doing. In simple terms, NGET were not to be trusted as a national organisation in their dealings with an individual landowner. NGET has a history and a pattern of not actually negotiating except as a charade to make it appear to third parties as if they were or are.
- 2.6 As my Clients' land agent and understandably, I do not want the same Clients to have the same negative experience with NGET again, this time in the context of the Project which has a substantially more devastating effect on their land, their business and on their lives.

- 2.7 Bearing in mind the maxim "*one bitten twice shy*", I am more alert to NGET's disingenuous and disrespectful approach repeating itself with my Clients in relation to the Project, which has been the case to date.
- 2.8 My sworn witness evidence shows below that NGET is, once again, window dressing up as 'voluntary agreement negotiations' with my Clients for this Project, this time with potentially devastating effects for my Clients' family and their farming business, a façade that in reality was and remains objectively meaningless and disconnected from my Clients' particular circumstances.
- 2.9 By way of introduction, a most recent example of this, is that as late as 12 December 2025 (at which I, my Client, and Anita Kasseean, Infrastructure Partner from Birketts LLP acting also for my Client as their lawyer attended), on behalf of NGET, NGET's agent, Fisher German LLP told me in a face to face meeting for the very first time that:
- 2.9.1 it would *not be possible* for my Clients to begin to understand any proposed draft Heads of Terms from NGET in relation to my Clients' land until *after* UKPN, BT, and other third parties also present their own draft Heads of Terms to my Clients as to the impacts of their works on my Clients' land under the Project. That explanation meant that all discussions up to that date of 12 December 2025 were meaningless because an agreement of any kind could never have been reached in advance of sight of the proposals for agreements by those third parties. At no time before the 12 December 2025 had NGET or Fisher German told that to me or to my Clients. Despite my previous experience of NGET (summarised above) I was deeply shocked by this new information and it struck me that NGET had chosen to descend to new depths of disingenuous behaviour by choosing to withhold that important information from myself and my Clients until 12 December 2025.

To my further shock and disbelief, on behalf of NGET, Fisher German went on to confirm to me at the same face-to-face meeting on 12 December 2025 that:

- 2.9.2 NGET cannot negotiate voluntary terms with my Clients in relation to the UKPN, BT, and other third parties DCO works,
- 2.9.3 my Clients would need to enter into at least 3 more voluntary agreements with each of UKPN, with BT and with FG each of those

three additional parties (in addition to a voluntary agreement with NGET), and

- 2.9.4 NGET did not itself know when UKPN, BT, and other third parties would actually make first contact with me and my Clients in relation to this, but that Fisher German thought this may happen in early 2026.
- 2.10 The examples above are despite the fact we are all talking about the *same* DCO Project, in relation to the *same* piece of land, and dealing with the *same* landowner.
- 2.11 This totally unexpected and “bolt from the blue” sudden announcement by Fisher German comes over 3 ½ months *after* NGET has submitted its DCO application on the 29 August 2025 for the Project, and when we are on the doorstep of the DCO Examination commencing in early 2026.
- 2.12 In a nutshell, Fisher German was confirming to me in the example above, that *everything* that has been discussed and proposed to my Client in relation to the Project before 12 December 2025 has been completely meaningless, was a charade devoid of value, and that real voluntary agreement negotiations can only start in 2026 *after* UKPN and BT and Fisher German have made some agreement, which is to come.
- 2.13 It also dawned on me for the first time on the 12 December 2025 that NGET has chosen to then make it appear to the Examining Authority an ‘impression’ of the status of negotiations with my Clients in its DCO application document called “*Pre-application Land and Rights Negotiations Tracker (Final Issue A)*” (Document 4.4 in the Project’s Examination Library) but that ‘impression’ appears to me as evidently false because in that document it fails to state that no negotiations can begin until UKPN, BT and other third parties first agree a development agreement and then also first each send my Clients their own heads of terms in draft. I find this late notice of the real situation extremely disconcerting and deeply unfair for my Clients, who now find that they cannot begin meaningful negotiations until 2026 in the face of (once again) being timed out as the DCO examination process continues at pace without any regard to these behaviours of NGET.
- 2.14 My Clients are experiencing significant emotional and financial worry and financial risk at having to engage experts to sift through very complicated details in order to understand the impacts of this complex web of proposals and layers of impact in order to understand what this is all about. NGET should have itself explained

to my Clients a long time ago. Fisher German has actively tried to warn my Clients against using legal representation during Head of Terms discussions. For example, Fisher German sent me an email as recently as on 2 December 2025 which states “whilst your client can of course choose to have legal representation there, it is not expected that this time would be a compensatable item.” **[WB1]**.

- 2.15 Moreover, this quote highlights more window dressing by NGET, evidently creating an appearance of negotiations contrary to the reality. If a major landowner is bringing its own lawyers to a meeting to negotiate draft Heads of Terms, we would expect that NGET would agree to bring its own lawyers (which we asked them to do) were NGET genuinely serious about wanting to progress voluntary agreement negotiations, else otherwise, the negotiations would be meaningless without legal input and advisors to discuss with each other matters of concern and how they may be resolved and agreement reached.
- 2.16 Yet again, it is clear from 12 December 2025 that my Clients are being exposed by NGET to the same disingenuous and disrespectful approach to voluntary agreement negotiations as NGET deployed in relation to the Bramford and Twinstead DCO, but on an even worse and misleading basis. NGET have misled myself and my Clients because never before 12 December 2025 has NGET or Fisher German said that NGET could not reach any agreement before UKPN, BT and FG had reached an agreement. NGET misleadingly made it appear as if the horse was before the cart when in reality they knew and have now stated to the effect that the cart was before the third party agreement horse. I now recognise that throughout 2024-2025, any reference by NGET or Fisher German to ‘negotiations’ was totally meaningless and also misleading to myself and my Clients. NGET and Fisher German have shown no respect to my Clients and have been, and continue to be, grossly disrespectful of my Clients and of me. NGET could simply have said at any time in 2024 or 2025 to me or my Clients that NGET cannot make any agreement unless and until NGET has agreed terms with UKPN, BT and other third parties, and so there is no point in NGET starting to talk with your client about any agreement until that other agreement is made”. Instead, NGET spun a tale throughout 2024 and 2025 of charade ‘negotiations’ and chose to send letters simultaneously appearing as or in the context as detailed consultation about changes to the envisaged Project.
- 2.17 I note that paragraph 7.4.6 of the Statement of Reasons forming part of the DCO application for the Project (document number 4.1) states:

“There has been ongoing engagement directly with all affected landowners, interests and occupiers since the launch of the Project. All have had opportunities to feedback on the routeing and siting of the Project as it affects them, in order to try and minimise the land required. **Negotiations have been ongoing throughout the design process to try to avoid the need for compulsory acquisition**” (my emphasis added).

2.18 This is not correct in relation to my Clients. My evidence below demonstrates without a doubt that NGET is not correct. NGET has carried on consultation and appeared to be considering potential changes to its Project and gave the impression throughout 2024 and 2025 that its Project was very much embryonic and not advanced nor at any detailed stage where meaningful discussions could even begin to be had with me or my Clients.

2.19 Furthermore, paragraph 7.4.9 of the Statement of Reasons states:

“Compulsory acquisition powers will only be exercised where it appears that negotiations are **unlikely to be completed or to be completed in time**. However, without the powers of acquisition being compulsory, there is a risk that the urgent national need for the Project could not be met because the land and rights required in the Order land may not be capable of being assembled”. (my emphasis added).

2.20 This is the totally wrong test to meet for applying for compulsory acquisition powers in a DCO context, based on my previous experience. The way I understand it is that CPO powers should only be applied for as a measure of “last resort” where voluntary agreement negotiations fail, before the DCO application is submitted and never as a “first resort” as is the situation here. It is not the case that CPO powers can be applied for because voluntary negotiations are completed “in time” as that gives the promoter too much control over that time to deliberately run down the clock (as NGET has done in the past with my Clients). My evidence will show that meaningful negotiations with my Clients had not yet started, let alone failed, before the DCO application was made on 29 August 2025 (which contained CPO powers).

2.21 Therefore, as an overview, my evidence is that there has been no real or meaningful effort made to date (as at 19 December 2025) by NGET to even start **meaningful** voluntary agreement negotiations with my Clients, nor could such a meaningful start be made before NGET itself knew and shared with me and my Clients the details of its Project and how the details would affect my Clients and

its land. Where meetings have taken place with Fisher German to discuss practical issues, these have only been carried out in the real context of parallel consultation that reinforced my understanding that the Project remain embryonic and formative throughout 2024 and 2025. Any concerns raised during those interactions have to date still not been followed up by Fisher German or NGET; there has been no substantive feedback from Fisher German on what NGET would do in response to what was raised during consultation meetings. In my opinion there has been no genuine and no meaningful negotiation to date (as at 19 December 2025) by NGET about its Project. It is also evident that not all of the necessary and relevant parties (UKPN, BT etc) have been represented in the discussions to date and so in my opinion we cannot have any meaningful negotiations over any heads of terms until all relevant parties who will contribute or benefit from to the DCO (e.g. UKPN) from making first an attempt at starting and conducting meaningful voluntary agreement negotiations contact with my Clients.

- 2.22 There has been no contact at all from UKPN, BT, and other third parties in relation to voluntary agreement terms through me for my Clients. None whatsoever to date (as at 19 December 2025). I find the approach of NGET (and the third parties) simply extraordinary. It is also very disappointing and very disrespectful to my Clients, whose private land they desire to work on.
- 2.23 As I mention above, at no point before 12 December 2025 did NGET or Fisher German make me or my Clients aware that my Clients needed to be talking *a/so* to UKPN, BT and other third parties who would also be carrying out DCO works on my Clients' land, and at no point to that date (nor after) have UKPN, BT and other third parties independently approached me or my Clients. Indeed, NGET and its agent Fisher German have said on several occasions that they only act for NGET and do not act for UKPN or any other third party. In my view, in revealing on 12 December 2025 all discussions describable as 'negotiations' up until then and up to the 12<sup>th</sup> December 2025 (including until the submission of the DCO application) to be meaningless for want of an agreement by NGET first with those third parties shows the disingenuous charade by NGET.
- 2.24 The impacts of the DCO works and the proposed compulsory acquisition powers would be most significant for my Clients: most likely resulting in my Clients' farming business' closure, contrary to the wishes of my Clients. My Clients have no apparent prospect of finding satisfactory alternative access or even alternative land within a reasonable timescale, and there is a consequent likelihood that their business would be forced to cease trading in its current form. The impact on my

Clients would be particularly severe, because of the farming business' historic central role in their family life, and also because of their own personal commitment to it.

- 2.25 This position would potentially have been avoided had there been meaningful early constructive engagement in relation to voluntary agreement terms in 2024 on the part of NGET, UKPN, BT and other relevant third parties with my Clients, and a genuine willingness to explore options for my Clients, including all options within the proposed scheme itself that might have been able to meet my Clients' reasonable requirements. The failure by NGET (and the third parties) to pursue meaningful negotiations from the earliest point with my Clients means that, with regard to its particular interest, it cannot be that compulsory purchase is being proposed only as a last resort.
- 2.26 It is important to remember that my Clients are private landowners and not the instigator of this proposed development for above ground electric lines between Norwich and Tilbury. The job of smoothing the path for that development falls exclusively on to NGET, UKPN, BT and the "other third parties" with whom Fisher German tell us (finally on 12 December 2025) need to have voluntary agreements with my Clients to avoid using compulsory acquisition powers as a "first resort". The burden of starting such negotiations does not fall on to my Clients to enter into the necessary voluntary agreements. The irony in all of this is that both I and my Clients are the ones asking for meaningful negotiations and asking to enter into voluntary agreements – but without any then knowledge that was something that NGET cannot ever have started *before* NGET has reached its own agreement with UKPN, BT and other third parties. It is NGET and UKPN, primarily, who have chosen to fail to act at all, nor in any meaningful way nor act faster to enable this. These failures are not being caused by my Clients. These choices of inaction lie at the door of NGET who is seeking a DCO, and UKPN who is envisaged to carry out works on my Clients' private land also.
- 2.27 I therefore respectfully ask the Examining Authority and the Secretary of State to please take account of my evidence and take positive action to stop this charade, and the false and disingenuous approach to voluntary negotiations by NGET and compel NGET to comply with its statutory obligations as a promoter of a DCO in relation to the compulsory acquisition of land. My Clients needs NGET and UKPN to start meaningful negotiations immediately.

### 3. NGET NEGOTIATIONS AND CORRESPONDENCE

#### **August 2022**

- 3.1 I have been involved with the Project acting for my Clients from the first formal approach made by NGET in 2022.
- 3.2 Having regard to the charade that NGET revealed for the first time to me on the 12 December 2025, and looking back now at the impression NGET previously chose to create to me and my Clients, the first apparently formal approach by NGET to me about the Project in relation to my Clients that I am aware of came in the form of a letter dated 3 August 2022 from its agents, Fisher German[WB2].
- 3.3 The letter dated 3 August 2022 had the subject “*National Grid East Anglian Green Energy Enablement (Green) Project – access for surveys*”. It included a proposed licence agreement for access for survey on my Clients’ land, which I advised my Clients not to sign at the time. That was because I was aware of negotiations taking place at that time, at a higher template level, between the National Farmers Union, a consortium of agents, and NGET to refine the terms of the same general agreement to better protect farmers. It was because I knew the same template was being used by NGET with my Clients, I took the view they needed to wait for the template to be finalised at a higher level. There was one reference to a “*voluntary agreement*” in that letter but this was specifically in relation to the licence for surveys being sought (and by reference to this being included by NGET in their standard literature as part of their April to June 2022 consultation on the Project). Hence, this was the first time NGET had technically contacted my Clients about a (so-called) “voluntary agreement” but it was only in the context of voluntarily reaching an agreement on NGET’s proposed licence agreement for access for survey purposes connected with its consultation on the National Grid East Anglian Green Energy Enablement (Green) Project. It was not NGET contacting my client about voluntary agreement negotiations in relation to the DCO proposals.
- 3.4 It was pursuant to that request by NGET, that I have since worked closely with my Clients to facilitate a number of such voluntary licence agreements with NGET for this Project, to allow for access for surveys by NGET on its request.
- 3.5 In the time since that first communication, my Clients and my colleagues have had a number of meetings to discuss access for surveys, deal with design issues and respond to consultation events. Fisher German’s primary focus and interest was in surveys of my Clients’ land. My primary focus when interacting with Fisher



German and NGET was to re-focus their minds on how the Project would impact my Clients' land, for example, design, access, and impacts on the land and daily farming business and my Clients' future energy infrastructure plans for their land.

### **9 June 2025**

- 3.6 On the 9<sup>th</sup> June 2025, for the very *first time*, Fisher German introduced the notion of 'Voluntary Negotiations' by their email dated 9 June 2025 [WB3].
- 3.7 The email came from the Norwich-tilbury email address on behalf of Fisher German. The email reads: (My added emphasis)

*We are making contact to advise that over the next few weeks National Grid are mailing out updated correspondence relating to the **Norwich to Tilbury** project, to all those we believe have an interest in land and/or property within the Project's order limits. This includes current plans of how their land holding may be affected. Where applicable, the correspondence will also contain:*

- *S.42(1)(d) letter, feedback questionnaire and freepost envelope*
- *Bespoke plans relating to the land holding*
- *Fisher German letter regarding voluntary negotiations*
- *Land Rights Strategy*
- *Guide to Plans*
- *GDPR notice*

*Information provided in the correspondence includes the timescales and next steps and how your clients can provide feedback to the project on the current proposals. If you would like to book meetings to discuss in more detail then please do get in touch with Fisher German”.*

- 3.8 My first observation was that this is an odd “update” to send my Clients as all it does is tell us what NGET “will” do. This email does not tell us when these actions would be taken nor that there was a fixed nor detailed Project.
- 3.9 Secondly, whilst the email describes plans as “bespoke”, I noted this email was a general email rather than being specific to my Clients.
- 3.10 Thirdly, of more interest to my Clients at 9 June 2025, was the reference by NGET in this email for the very first time to ‘bespoke plans’ and to how my Clients’ land would be affected. Whilst the email referred to “bespoke plans”, no plans were ever sent by NGET, which was unhelpful and also precluded any meaningful consideration by my Clients of the “current” proposals. In this case I checked with

my Clients to see if they had copies of the plans sent to them by NGET. My Clients confirmed they did not. To date on 19 December 2025, six months after the date of this email, neither me nor my Clients have ever been sent direct from NGET or Fisher German any bespoke DCO application plans relating to their private land holding in order for my Clients to understand and then consider the proposals envisaged by NGET in relation to their private land, nor any from UKPN either.

- 3.11 Fourthly, I can only reasonably assume that the reference the “*Fisher German letter regarding voluntary negotiations*” is to the letter eventually sent on 18 June 2025 (described below) which was a generic letter containing no terms specific to my Clients and the specific impacts of the DCO application with my Clients’ land.
- 3.12 This is yet another example of a charade by NGET by which it is simultaneously sending meaningless communications to my Clients and window dressing at the same time as knowing that it (NGET) could not start meaningful negotiations with my Clients unless and until NGET had agreed terms with UKPN and BT and third parties but that as at 12 December 2025, and so at all times up that date, it knew that it had not and so could not agree any terms with my Client. I am astonished at the cynically unreal and false charade approach adopted by NGET and Fisher German in seeking to take my Clients’ land against their will.
- 3.13 I was aware from previous dealings with NGET on the Bramford to Twinstead Project that a voluntary agreement would be presented to my Clients *at some stage*, and Fisher German may have mentioned this in conversations we were having with them on a regular basis regarding our other clients in the context of ongoing survey access. These were just ‘informal conversations’ where no notes were recorded, as there wasn’t anything to note other than they would be coming at some stage. That is why Landbridge waited for this to manifest itself. Disappointingly, a draft voluntary agreement has yet to be provided by NGET or Fisher German (as at 19 December 2025).
- 3.14 After 9 June 2025 (noting that NGET actually submitted its Application for the Project on the 29 August 2025), there has been from my perspective and experience little effort from Fisher German and NGET to begin or undertake genuine meaningful negotiations to agree a voluntary agreement with my Clients. That is consistent (as I now understand from the 12 December 2025 meeting) to the true underlying position with the start of such negotiations being impossible absent an agreement first between NGET, UKPN and BT as summarised above.

- 3.15 This was (and is still being) demonstrated to me by the lack of anyone from Fisher German with the necessary level of seniority and experience required to deal with the large number of complex CPO powers and impacts of the Project on my Clients' land.

**18 June 2025**

- 3.16 NGET / Fisher German sent hard copy letters direct to my Clients dated 18 June 2025. I only learnt of these letters days later, when my Client emailed me initially on 23 June 2025 (as described below) to alert me he had received two letters dated 18 June 2025 (but did not attach them to the email). I then saw both the letters for the first time, in physical form, when my Client brought both letters to my offices on 25 June 2025 (discussed in more detail below).
- 3.17 The first letter dated 18 June 2025 (the "**First 18 June 2025 Letter**") [WB4], 'describes' its subject as "Voluntary Negotiations". It confirmed that the Project is "*preparing to submit Development Consent Order application....*". It confirmed that my Clients are an interested party and asserted that NGET are "*seeking to enter voluntary negotiations regarding the acquisition of land, and any rights over land, that are required for the Project*". The letter confirmed that NGET would like to discuss:
- Land drainage
  - Soil Handling and Management
  - Farming Operations and associated accommodation works including haul road considerations
  - Irrigations system
  - Cropping and Farmable areas
  - Any other practical considerations pertaining to the day to day use of the land
- 3.18 The second letter dated 18 June 2025 (which my Clients and I read as part of the first letter relating to (so-called) "Voluntary Negotiations) (the "**Second 18 June 2025 Letter**") [WB5] was in fact a separate but simultaneously received piece of correspondence advising of a statutory consultation deadline (the subject being Landowner consultation on proposed changes to the project called Norwich to Tilbury concluding 11.59 pm 18 July 2025).

- 3.19 Reading both letters together as a package, this clearly presented to me that NGET remained in consultation mode and certainly nowhere near a position where we could have a meaningful discussion over voluntary negotiations about detailed plans affecting my Clients' private land.

**23 June 2025**

- 3.20 As mentioned above, on the 23 June 2025, my Client emailed me to say he had received paperwork from NGET dated 18 June 2025. He confirmed there were two A3 plans which he could not copy so we agreed to meet at my office on the 25 June 2025 at 10am so that he could bring the letter and hard copy plans to me for discussion. I cover the contents of the correspondence dated 18 June 2025 above.

**25 June 2025**

- 3.21 On the 25 June 2025, my Client and I had a face to face meeting at Landbridge's office and my Client brought with him (which we copied) the two letters from NGET dated 18 June 2025 mentioned above. A copy of my handwritten note is attached at **WB6**.
- 3.22 My Client and I agreed at the 25 June 2025 meeting that we would continue to focus on the points being consulted on and that my Client would write to NGET / Fisher German in response to both letters. We agreed that in that letter my Clients would:
- Confirm they are significant landowners and wish to be engaged in meetings, liaison and negotiations
  - Update NGET on some landownership changes
  - Reconfirm Landbridge as agent
  - request a face to face meeting to discuss the practical points below.
  - We agreed that my Client would focus on the practical farming issues including access and crossings and where the current overground cables are going to be undergrounded and what was meant by temporary overhead lines.
- 3.23 The last bullet point was because my Client was (and remains) very concerned about the impact of the Project, and what little we knew about the underground

cabling etc and we agreed my Client should ask again for more accurate digital maps to help us understand the Project.

- 3.24 I agreed with my Client he would provide details and also discuss NGET's plans it had provided to us relating to the haul roads, land drainage, soil handling and management, farming operations and associated accommodation works including haul road considerations, irrigations system, cropping and farmable areas during the face to face meeting first with NGET and Fisher German, and then follow up with any requested plans etc.
- 3.25 We did not have any details from NGET or Fisher German of NGET's DCO proposals at that date (25 June 2025) to be able to know what we needed to send to them, let alone realise how widespread the works would actually be on our Client's land. That is why my Client wanted to talk about these aspects first in a meeting with NGET and Fisher German and then he would send them the documents that were relevant.
- 3.26 Had my Clients and I known at that time NGET was planning actually to submit its application on 29 August 2025 (in just over two months from my meeting with my Client on 25 June 2025) we would have taken a different approach and drilled into more detail to understand what they were submitting. But NGET chose to not tell me or my Clients that it was planning to make a DCO Application (with detailed plans) on 29 August 2025. NGET held back that important information in the same way that NGET held back (until the 12 December 2025) that NGET could not agree agreement with my Client unless and until NGET had first agreed an agreement with UKPN, BT and other third parties. Instead, NGET maintained its false, disingenuous charade to me and my Clients. As NGET failed to tell us in its letters of 18 June 2025 that it was planning to submit its DCO application within weeks, this opportunity was taken away from my Clients. In hindsight, it is clear to me that the meeting we were asking for at this stage could only have been meaningless as NGET could never have agreed nor started to agree anything meaningful absent first its agreement with UKPN, BT, and the third parties, and my Clients cannot have meaningfully considered the impacts on his private land from any envisaged proposals without first having been provided by NGET with detailed plans showing what was actually envisaged by NGET. That is, both parties were (unbeknownst to my Clients in June 2025) at total cross-purposes.
- 3.27 NGET would have, by June 2025, already had a very good idea of the detail of what works it was going to include in the DCO application planned to be submitted on 29 August 2025 but not communicated to myself or my Clients. Therefore,

when we eventually had a meeting with NGET on 15 July 2025 (see below) that total cross-purposes context remained. There would have been no realistic prospect of my Clients providing meaningful input to any negotiations nor NGET being able to agree any situations in advance of NGET first agreeing terms with UKPN, BT and the third parties (facts me and my Clients were then unaware of). It is clear to me that me and my Clients remained at total cross-purposes to NGET.

### **27 June 2025**

- 3.28 My Client responded to NGET's letters of 18 June in a letter dated 27 June 2025 [WB7] and provided me with a copy of the letter which covered the points above.
- 3.29 In response to the First Letter of the 18 June 2025 regarding Voluntary Agreements, my Client confirms "*please accept this response as our firm expression of interest*" where he was clearly referring to wanting to be involved with the start of the voluntary negotiations process.
- 3.30 In relation to the Second 18 June 2025 Letter, my Client went on to deal with the issues that were brought about as a result of the contents of the Second 18 June 2025 Letter. The Second 18 June 2025 Letter had a subject heading of "*Landowner consultation on proposed changes to the Project...concluding at 11:59pm 18 July 2025*". In his response of 27 June 2025 to this letter, my Client confirmed who the current partners are of Thornbush Hall Farm (Mrs Olive Ann Godbold, Mrs Diana Johnson and himself), and he confirmed that all hard correspondence should be sent to Thornbush Hall, he confirmed that whilst he wanted to be involved in discussions, he also wanted Landbridge to represent "us" on this matter and he confirmed my contact details, he went on to refer to the items that needed to be discussed including land drainage, soil handling and management farming operations and cropping / farmable areas and he also advised that there will be other areas that we need to discuss and he was keen to discuss these issues of access to all areas of farm during the construction phase and how this would impact on the farming operations. He went on to say that we are keen to understand the long and short term expectations of NGET with regard to their use of the farm and also to understand the potential to underground the UK Power Network cable and how this would impact on the farming practices and future access. He asked that digital copies of the maps should be sent to both my Clients and me, and finally he concluded by asking for a meeting which he suggested would be in person given the complexities of what we are dealing with on their farm and its proximity to the substation.

- 3.31 I consider that my Client's 27 June 2025 letter went above and beyond what NGET had asked but given we are understood that we were then still in consultation mode I am not convinced now that NGET really meant they were starting voluntary negotiations when the Project remained from our understanding still at consultation stage. It is clear to me that I and my Clients remained at total cross-purposes to NGET.

### **3 July 2025**

- 3.32 Without knowledge of the impending 29 August 2025 DCO Application by NGET having being communicated to us by NGET), on the 3 July 2025 Jo (no surname given) using the [Norwich-tilbury@fishergerman.co.uk](mailto:Norwich-tilbury@fishergerman.co.uk) sent a meeting request to my colleague, Oliver North, and me for 15 July 2025 at 12:30 [WB8]. She confirmed "Matthew Johnson and Oscar Brown our surveyors will attending this meeting on site [sic]".

### **3 July 2025**

- 3.33 On 3 July 2025 in an email to Emily Agus and Tom Redman at Alcemi I extended the meeting invitation [WB9]. As Landbridge acts for other clients affected by this Project, in the context of those other client interactions with NGET, I had come to know that NGET / Fisher German had shown others an interactive map of the proposals. I therefore previously asked for an interactive map for my Clients and my request was declined. I therefore, on 3 July 2025, decided to email Alcemi to ask Tom if he could follow this up with NGET and request the same in advance of our meeting. I did not receive those plans. Alcemi were invited because they had been involved in previous consultation meetings and this was with my Client's knowledge and his request. We also felt it important that all interested parties were involved with the meeting so that a meaningful discussion could be had and that Alcemi too needed to be aware of what the impacts were on the farm (as much as the farm needed to be aware of what Alcemi were up to). I would further add that it was this joined up approach that was lacking with Fisher German / NGET who were not bringing with them all relevant parties that, from 12 December 2025, appeared necessary).

### **8 July 2025**

- 3.34 Further to my Client's letter on 8 July 2025, 'Jo' (no surname given) (using the [Norwich-tilbury@fishergerman.co.uk](mailto:Norwich-tilbury@fishergerman.co.uk)) sent an updated meeting request stating

“Matthew Johnson and Emma Baldry our surveyors will taking this meeting on site [sic]” [WB10].

**9 July 2025**

- 3.35 Some 7-8 weeks from the NGET submission of its DCO Application on the 29 August 2025, on 9 July 2025 my Client emailed to confirm that the meeting point for the meeting should be the farmyard at Thornbush Hall [WB11]. He also confirmed that his farm manager would be present to discuss practical matters given he had been on the farm for over 30 years.

**9 July 2025**

- 3.36 On 9 July 2025 I confirmed the meeting point, and that Alcemi would also attend the meeting [WB12].

**9 July 2025**

- 3.37 On 9 July 2025, ‘Harry’ (no surname given) (using the [Norwich-tilbury@fishergerman.co.uk](mailto:Norwich-tilbury@fishergerman.co.uk)) confirmed he had updated the details of the meeting at their end with the information provided in paragraphs 3.34 – 3.36 of this Statement [WB13].
- 3.38 I can confirm that there was no specific reference to ‘voluntary agreements’ in the emails referred to above arranging the meeting for 15 July 2025 and it appeared to me at the time that the meeting was to discuss ongoing and unresolved practical matters relating to consultation (as per the letters from NGET on 18 June 2025) and not to discuss commercial terms. At this point we were still unclear of UKPN’s interaction and works. We had had no contact from UKPN or any other party now known to be proposing to carry out works on my Clients’ land.

**15 July 2025**

- 3.39 On 15 July 2025, some 6-7 weeks before the NGET submission of its DCO Application on the 29 August 2025, the meeting was held at Thornbush Hall starting at 12:30pm.
- 3.40 This meeting was thought by me and my Clients to be only about consultation given that it was being held three days before the deadline imposed by NGET for all landowners to respond to its latest consultation – the deadline was by 23:59 hours on 18 July 2025, as per the Second 18 June 2025 Letter.



- 3.41 I could not attend the meeting of 15 July 2025 due to me not being in the country. However, as it was my clear understanding from the ongoing and particular consultation exercise by NGET about its still emerging project and that therefore this meeting could be no more than about consultation (and not voluntary agreement negotiations about a detailed project), I sent my junior colleague, Oliver North, to attend on behalf of my Clients. I attach minutes of this meeting provided to me by Oliver North **WB14**.
- 3.42 In hindsight, however, now that I know NGET submitted its DCO application roughly 6-7 weeks after this meeting, this consultation meeting appears to me now to have been evidence of a charade by NGET by which NGET was dressing up a consultation to look like it was also part of a voluntary negotiation process hence the confusing double letters on 18 June 2025, where the First 18 June 2025 Letter had the sub-heading "voluntary negotiations" was sent simultaneously with the Second Letter dated 18 June 2025 about the landowner interest consultation.
- 3.43 Even if they had knowledge of the detail of the DCO Application made by NGET on the 29 August 2025, and they did not, there was no way my Clients could have agreed a voluntary agreement in less than 7 weeks in light of the very considerable detail of the Project (known to NGET but that it chose to not disclose at that time to my Clients) as it affect 127 plots of my Clients' land and farming business. I delegated Oliver North to attend the meeting as it appeared to me from the correspondence to relate to some kind of detailed consultation and not to real negotiations in the context of the detail of a formed application project.
- 3.44 On my return to the office, Oliver North debriefed me as to what was discussed at the meeting held on 15 July 2025. Oliver North summarised to me what happened and I refer to Oliver North's witness statement. In summary he told me that it was a consultation feedback meeting and he made it clear to me during the debrief that there were a lot matters and detail to be clarified, and that NGET had refused to disclose any plans for consideration or allow him to take copies of such plans as NGET then had that related to the Clients' land.
- 3.45 I agreed with Oliver North who attended the meeting in my stead (and this agenda was a result of the meeting I previously had with my Clients on the 25 June) that my Clients' agenda for the meeting on 15 July 2025 should include those items on the First 18 June 2025 Letter (land drainage, soil handling and management, farming operations and associated accommodation works including haul road considerations, irrigations system, cropping and farmable areas, any other

practical considerations pertaining to the day to day use of the land) together with the points my Client and I discussed in our meeting on 25 June 2025 where we agreed that my Client would focus on the practical farming issues including access and crossing and where the current overground cables are going to be undergrounded and what was meant by temporary overheadlines.).

- 3.46 My colleague, Oliver North, has confirmed to me that according to his understanding no commercial negotiations took place at the meeting and it dealt with practical issues only. That is, there was no discussion about seeking to formalise the practical matters discussed into any kind of agreement terms. Instead, the discussion seemed more 'informational' for Fisher German (and so NGET's) benefit.
- 3.47 Given the meeting on 15 July 2025 with Fisher German was still discussing the location of the route of underground cabling and the various practical issues that have been raised throughout by our Clients particularly with regard to the ongoing farming of the land, it appeared to me that NGET were still a long way away from being able to begin to have a meaningful discussions let alone around the commercial terms. As far as we were concerned, these discussions appeared to us to be still part of NGET fulfilling their consultation role albeit they said they would form part of the Voluntary Negotiations (see 18 June 2025 letter).
- 3.48 There has been no response from NGET and Fisher German that references the 15 July meeting despite actions agreed at the meeting. That is to say, I understand actions were agreed at this meeting and neither NGET nor Fisher German have to date (19 December 2025) actioned what they agreed to do. I refer to my colleague Oliver North's witness statement on this for more detail.

### **29 July 2025**

- 3.49 (Some 4 weeks before, and without my knowledge of, the NGET submission of its DCO Application dated 28 August and made on the 29 August 2025) on the 29 July 2025, I received an email from the generic Norwich to Tilbury Fisher German email address, with the generic Heads of Terms document and the generic 'Heads of Terms' covering letter to landowners' document attached to that email [WB15]. The email was clearly a 'round robin' as my email address was not in the "to" box (i.e. I have been BCC to an email). My colleague, Oliver North, also received the same email. I can confirm there were no client details nor client plans included nor did they refer to any client titles/land.

3.50 This email was just a heads up. The cover email dated 29 July 2025 even stated *"As part of this process, we are sharing with you, for information only, the Norwich to Tilbury Project template Heads of Terms (HoTs) which include reference to the various land and/or rights which NGET will be seeking to acquire in respect of the Norwich to Tilbury Project as a whole. (This includes land for substations, and rights for underground cables, overhead lines, construction compounds and both temporary and permanent rights required for access, construction, drainage, maintenance, mitigation and dismantling of redundant infrastructure). The template and covering letter attached is what will shortly be sent to your clients."*

In BOLD it then stated:

**"Please note that the enclosed template HoTs relate to the whole of the Norwich to Tilbury Project and are, therefore, not specific to individual landholdings."**

3.51 On the 29 July 2025 I also recall a telephone call from a number I did not recognise which turned out to be a Fisher German agent advising that these *generic* Heads of Terms were being sent out by NGET, but without mention being then made by Fisher German of the imminent DCO Application by NGET that NGET was to make on the 29 August 2025. I don't recall exactly who I spoke to (it was a male, not our usual contact but it could have been Jake or Matthew). We didn't speak for long (I was in between meetings and out the office), the agent confirmed that this was just a *"heads up, not to read too much into the Heads of Terms, but just wanted to let us know they were being sent out in case we wanted to let landowners know"*. The general tenor of the conversation from Fisher German was that they told me to not spend too much time reviewing the Heads of Terms. From my subsequent short review of the terms, it was clear they merely outlined the framework for the structure of some kind of potential future legal Agreement and the 7 year Option Period NGET were seeking. They did not include any reference to the 15 July meeting nor to the practical issues advanced by my Clients and discussed nor any client details.

3.52 Furthermore, our experience outlined above with dealing with NGET elsewhere has been that somewhat perversely NGET refuse to spend any time relating to Heads of Terms until Heads of Terms are agreed, but on their face the document says not legally binding and so the NGET process appears pointless. Given that we were still very much dealing with matters from the recently concluded landowner interest consultation, there was little incentive to review what was a generic document with little detail nor prospect of being paid.

- 3.53 The cover letter addressed “Dear Landowner” attached to the 29 July 2025 email is also attached [WB15]. The date of the letter is 30 July 2025 but it was attached to the email mentioned above dated 29 July 2025. The letter (to Landowners) then went on to say *“It is NGET’s intention and preference to negotiate and secure voluntary agreements for the land rights required to construct and operate the Norwich to Tilbury Project. The first stage to progress voluntary agreements is sharing the Norwich to Tilbury project template Heads of Terms (HOTs) which include reference to the various land and/or rights NGET will be seeking to acquire. This includes land for substations, and rights for underground cables, overhead lines, construction compounds and both temporary and permanent rights required for access, construction, drainage, maintenance, mitigation and dismantling of redundant infrastructure. Please find enclosed the Norwich to Tilbury project template Heads of Terms for your reference and review.”*
- 3.54 I took this to mean there were only looking to start the detailed voluntary negotiations once we had been sent populated client heads of terms. This, in hindsight, was too late. It was too late that given NGET would have known by the end of July 2025 that it was about to submit its DCO application in a few weeks from then (on 29 August 2025). To send out generic template draft Heads of Terms only weeks before submitting a DCO application that contains compulsory acquisition powers which are only meant to be applied for after voluntary negotiations have failed, is too late. The act of sending template Heads of Terms on 29 July 2025 was a charade - window dressing- as it was a meaningless exercise. My Clients were not in any position to respond and were actually told by NGET not to respond to the template draft HoTs.
- 3.55 The letter (strangely) dated 30 July 2025 that was attached to the email dated the previous day 29 July 2025 went on to say: (My emphasis)
- “Over the coming weeks**, you will then receive formal populated Heads of Terms, which will be specific to your land holding and will set out the **specific rights** being sought from you. The populated Heads of Terms document will include the **detail of how** your land is proposed to be affected, via an accompanying plan showing the areas of land over which various land and/or rights are being sought, and the associated commercial proposals from NGET in line with their Land Rights Strategy.”
- 3.56 By “populated”, this meant no more than that the Clients’ name and address had been added to the generic Heads of Terms. The Heads of Terms remains unspecific to my Clients’ land and that was consistent with my then ongoing

understanding that NGET had no detailed of its Project yet – as otherwise I would have expected NGET to share that detail with my Clients so that they could then begin to consider the impacts on their land.

3.57 The letter went on to talk about agreeing matters. I quote: *“National Grid seeks temporary rights for construction activities, and permanent land and/or rights (easements) for the “as-built” assets (including all maintenance rights, access, drainage and landscaping/environmental mitigation that may be required for the project)”*.

3.58 This shows that all the matters mentioned in this quote were never covered in the meeting of 15 July 2025. Therefore, this is further evidence that the meeting of 15 July 2025 was never about voluntary negotiations as these are the type of matters I would expect to be covered in such a context.

3.59 It also talked about best working practices and surveyors fees.

It appeared to me that overall the letter did not grapple with nor pay particular account nor show any movement forward for specific issues we had been discussing and left me wondering whether we were actually being listened to at all by Fisher German and NGET.

### **27 August 2025**

3.60 (Two days before the 29 August 2025, and without my knowledge, when NGET was to actually submit its DCO Application and still without NGET or FG having told me of that planned submission of its Application), on the 27 August 2025 my Client emailed Fisher German again in response to their letter of 30 July 2025 [WB16].

My Client copied me in to his email which confirmed to Fisher German again that Landbridge was his agent, Birketts were his lawyers and that the cap on fees / fee proposed by NGET was very concerning given the proximity of the land to the substation and the level of activity on the property will be “intensive and invasive”. I am not sure my Client was provided by NGET with any response, which indicates to me that the meetings with Fisher German and NGET were unreal and creating a charade of some kind as to ‘negotiations’ aiming to agree private terms as opposed to something else. This is because the lack of response from NGET and Fisher German makes me suspect (with hindsight) that the meeting on 15 July was ignored by NGET. Either way the absence of a response from Fisher German

or NGET appeared to me to result in the meeting as a waste of time for my colleague Oliver North and my Client.

### **3 September 2025**

- 3.61 I heard nothing from Fisher German or NGET about the submission by NGET on Friday 29 August 2025 of the NGET DCO Application.
- 3.62 We at Landbridge also did not hear anything further about 'voluntary agreements' until 3 September 2025, the Wednesday after that application was made, when I received an email from 'Harry' (no surname) (from the generic Norwich to Tilbury Fisher German email address) [WB17]. I received, for the very first time, what are described as first set of 'client specific' Heads of Terms. The subject of the email was "*Client Heads of Terms Mail Packs*." Because the subject of the email refers to "mail packs" in the plural, and because Fisher German know that Landbridge acts for a number of land interests affected the same Project, this was a misleading subject line, as they did not send me in this email the heads of terms for my Clients. This was a therefore a meaningless email in this context.
- 3.63 As a business we have multiple clients who are also affected by the Project. However, what I actually received from NGET was one set of Heads of Terms attached to that email and they did not relate to the Clients and so it did not look like they were 'client specific' but on opening them they did relate to another client. The email read: " (My emphasis)

*Dear Will and Oliver,*

*We have started sending out heads of terms to landowners involved in the Norwich to Tilbury project.*

*Please find attached heads of terms mailpacks that have been sent out to your clients at present.*

*Kind Regards,  
Harry*

(my emphasis added)

- 3.64 The 'heads of terms' document attached to the email did not relate to my Clients. It related to a landowner that is affected very lightly as a result of removal of a small overhead line and to cut a small stretch of hedge to help with visibility). The total compensation being offered was less than £300. This was not specific to my Clients, who is the subject of this Witness Statement and who have over 600 acres affected by proposed compulsory acquisition powers under the DCO application.
- 3.65 This document indicated to me that, (notwithstanding that NGET itself knew that it had made its DCO Application on the 29 August 2025) at the time it had sent me (the wrong) purported "client specific" heads of terms, Fisher German remained at an embryonic stage as it had no formulated real client specific heads of terms.
- 3.66 I did not chase Fisher German for more client specific heads of terms as it appeared to me from the document Fisher German had sent in error, that any kind of negotiated agreement was at very early days indeed. I also surmised from what Fisher German had sent they may be putting together what my Clients were hoping would be meaningful draft heads of terms for them. This hope was maintained, particularly because of the land concerns Landbridge and my Clients had raised with NGET by that date via consultation, and at the 15 July 2025 consultation meeting. I also remain aware that the burden is on NGET, as promoter, to engage and understood their slow pace of discussion and limited issue of documents to me and my Clients to reflect the very early stages that the Project must have been then at.
- 3.67 I first learnt in early to mid-September 2025 from discussions with colleagues and peers that NGET had actually made its DCO Application on 29 August 2025.

### ***31 October 2025***

- 3.68 On 31 October 2025, my Clients received a letter from NGET [WB18]. It is a duplicate of a letter sent 29 August 2025 (which I only realise in hindsight was a duplicate as I never saw the letter of 29 August 2025 at that time).
- 3.69 Two months after NGET had submitted its DCO Application and without disclosing the truth of the position of NGET to me or my Client, NGET wrote on the 31 October 2025 to me and my Client stating: (Emphasis added): "NGET is **currently preparing to submit** an application for a Development Consent Order (DCO) for the Norwich to Tilbury Project...In continuation of this process, ... this letter and its enclosures constitutes NGET's formal offer to acquire from you, by

way of voluntary agreement, the specific land and/or rights which NGET requires in order to construct and operate the Norwich to Tilbury Project...”.

- 3.70 It is apparent that NGET had in fact already actually made its DCO Application and so the repeat of its disingenuous charade of this letter is again astonishing and it is again a meaningless fake trying to create the impression to a third party reader of an apparent meaningful negotiations process (now during the DCO Application process) that is now appearing to conclude in an offer by NGET. But see my sworn evidence below of the meeting with NGET’s agent FG on the 12 December 2025.
- 3.71 All of the letters to each person making up my Clients had the same 31 October 2025 letter, and same false assertion of the DCO Application as being “*currently preparing to submit*” by NGET, whilst simultaneously asserting an offer to agree terms *before* that DCO Application was actually made. That was a falsity by NGET as it well-knew in early November 2025.

#### **6 November 2025**

- 3.72 As mentioned above, my Client wrote to Fisher German on 27 June 2025, to notify them that I was representing my Clients. He also provided my contact details in the same letter [WB17].
- 3.73 Some 10 weeks after the 29 August 2025 DCO Application by NGET had been made, on the 6 November 2025, we received another, important email from the Fisher German’s Norwich to Tilbury generic email [WB19] with important attachments described at the top of the email exhibited.
- 3.74 The attachments to the email were:
- (1) A section 56 Route Map, which showed the entirety of the Norwich to Tilbury;
  - (2) A copy of a proforma (template) Section 56 Notice (undated); and
  - (3) A copy of a proforma (template) Persons with an Interest in Land (PIL) cover letter **dated 10 October 2025** which had no name or address on it and no letter reference number. It did not identify my Client personally or their address.
- 3.75 The email stated on its face “**We have recently** sent a number of communications to your clients. **These include:...** **Populated Heads of Terms (HOTs)** – have now been sent to the majority of landowners. **There are no changes from the**



**template HOTs sent to all landowners in August. Copies of populated HOTs will be sent to agents in due course.** [my emphasis added]”.

- 3.76 I had never before received the attachments to the email from NGET or Fisher German and they are dated with dates that are before the email of 6 November 2025 - the template cover letter is dated 10 October 2025. The dates show that NGET and Fisher German cynically chose to sit on the documents since 10 October 2025 and not to send them to me for some considerable time and also continued to maintain (without my appreciating the true position from NGET and Fisher German) of a charade.
- 3.77 The Notice attached to the email of 6 November 2025 is undated but I am informed by my Clients that the same notice was attached to the letter dated 10 October 2025 when they received it. I did not receive a copy of the actual notice at all (irrespective of the fact that SB had written to Fisher German notifying them that I represented my Clients) until it arrived with the NGET email of Fisher German on the 6 November 2025.
- 3.78 Given that the Notice states that the time limit to submit Relevant Representations was 27 November 2025, I am astonished that NGET and Fisher German chose to keep this formal notice to themselves as the clock ticked down between 10 October 2025 and 6 November 2025 and only chose to send it to us on the 6 November 2025 when there was only 3 weeks left to comply with the statutory notice. I cannot comment on whether this kind of conduct by NGET and Fisher German was widespread across the NGET DCO Application and affected many interested parties or was an isolated event. That is something for the Examining Authority to verify in the circumstances of compulsory acquisition procedures and requirements.
- 3.79 The email dated 6 November 2025 read as below:

*Good morning,*

*We have recently sent a number of communications to your clients.*

*These include:*

- *S56 notice (s) – Persons with an Interest in Land (PIL) – a template copy is attached for your reference. In some cases, we may contact appointed agents to confirm receipt of the notice on behalf of clients.* [This Notice is not dated and

refers to a deadline of 27<sup>th</sup> November 2025 by which to make Relevant Representations]

- *Site notices - have been used to contact some "Unknown" PILs, these notices may be placed on land where there are also known PILs e.g. where there is a PIL with Mines and Minerals rights which has not been identified, but other Freeholders are known and have been contacted.*

- *Populated Heads of Terms (HOTs) – have now been sent to the majority of landowners. There are no changes from the template HOTs sent to all landowners in August. Copies of populated HOTs will be sent to agents in due course.*

*We would ask that you continue to use the generic Norwich-Tilbury@fishergeman.co.uk email address for all communication that is not survey specific. If you would like to arrange a meeting to discuss your client's specific holding then please do get in touch.*

*Kind regards*

*Fisher German*

3.80 In fact, this was the first time NGET had told Landbridge that the DCO application had been submitted, and the first time that the attachments to the email had been sent to me.

3.81 The paragraph stating "*there are no changes from the template HoTs sent to all landowners in August*" was clearly a disappointing and surprising read, given that:

- (1) we were previously told we would be receiving client specific heads of terms; and
- (2) the heads of terms referred to in August 2025 from Fisher German did *not* include the reference or actions from the 15 July 2025 meeting and therefore I inferred that the heads of terms that were about to be presented did not either.

3.82 My expectation was that the real client specific (so-called) 'populated terms' that reflected all the impacts of the DCO application on my Clients' land (that at that time, only NGET would be in a position to know about) would be sent to me and

my Clients by then. I expected much more than merely the client's contact details, address, and title number having been inserted into the same template terms we were previously asked to ignore, being re-issued to me in November 2025. With hindsight, it is no surprise that they did not include reference to at least the meeting of the 15 July 2025 and they did not address the real responses to the practical matters that were discussed at that consultation meeting.

- 3.83 To clarify we were still waiting for draft populated heads of terms. We had seen generic one (with the advice FYI only) so the next step in any negotiation would be to receive draft populated HoTs with as much detail as NGET can provide.

**11 November 2025**

- 3.84 On the 11 November 2025 my Client emailed me (and Jeremy Stanton, a Partner at Birketts LLP) to say he had received 'populated heads' of terms [WB20].
- 3.85 My Client expressed surprise that we (Landbridge) had not been sent the same "populated" draft Heads of Terms too (given that was his instruction to Fisher German – as per Exhibit WB16 above relating to my Client's letter to Fisher German on 27 August 2025, giving them my contact details) And his own concern that none of his questions had been answered or addressed at all by NGET. In fact it seemed to my Client that these "populated" Heads of Terms raised more questions and grave concerns e.g. impact on footpaths, soil management, access. Furthermore, my Client confirmed NGET had not addressed his concerns about fees caps that he had written to NGET and Fisher German about on 27 July 2025. I have to say I share his concerns and knowing Fisher German have offered the same cap whether you are the small landowner I refer to in my point earlier or, in my Clients' case, landowners with 127 individual plots affected, is not right and quite disingenuous. to us and the legal profession.

**11 November to 14 November 2025**

- 3.86 Between the 11 of November and 14 November 2025 my Client delivered a copy of the (so-called) "populated" 'Heads of Terms' into my office and my secretary photocopied them in my absence.

**12 November 2025**

- 3.87 My colleague, Oliver North, emailed the generic Norwich-Tilbury email address on the 12 November 2025 requesting a copy of the draft Heads of Terms that

were sent to my Clients [WB21]. In that email my colleague stated that we had not received copies and letters in respect to the scheme and that Fisher German should ensure that all future correspondence is also sent to Landbridge.

- 3.88 My colleague, Oliver North, also asked Fisher German to provide feedback to the consultation response that we submitted on 18 July 2025 to NGET's landowner interest consultation, making the points that my Clients' land is hugely affected and that we had not heard anything from either Fisher German, or NGET for months. Fisher German failed to reply to this specific request email of 12 November 2025 until 28 November 2025 when it sent the Heads of Terms to me that it had sent to my Clients on the 31 October 2025 (see below).

**14 November 2025**

- 3.89 On the 14 November 2025 I emailed my Client recommending he should seek immediate legal advice. Whilst my Clients' instructions were to agree matters voluntarily, I had seen enough red flags that I felt very uncomfortable that my Clients were not being treated with the same respect by NGET as my Clients were giving to them.

**17 November 2025**

- 3.90 On the 17<sup>th</sup> November 2025 my Client wrote to Fisher German [WB22]. My Client made it clear that he would not be signing the (so-called) 'heads of terms' as presented and again expressed concerns about the works, particularly undergrounding cables, the fact the heads of terms were now suggesting freehold acquisition (a point never mentioned previously), the cap on fees, access, rights of way, and soil management which he felt were still lacking in the heads of terms.
- 3.91 We also agreed that I would write to NGET *direct* in order to seek to progress matters.

**18 November 2025**

- 3.92 On 18 November 2025 I wrote to Stephen Boughton and Paul Reaston, both of NGET, forwarding SB's letter of the 17 November 2025 [WB23].
- 3.93 I made the point that despite a positive start with NGET in 2023/24 discussions with Fisher German since had not been so productive. I explained that my Clients had asked me to reach out to seek a response as they were being forced to participate in the DCO process.

### **19 November 2025**

- 3.94 On behalf of NGET, Paul Reaston replied on the 19 November 2025 saying that he and Stephen Boughton were together later in the week and would respond further then [WB24].

### **22 November 2025**

- 3.95 I wrote again on the 22 November 2025 asking if they would be able to response in advance of the PINS deadline of 27 November 2025 [WB25].

### **24 November 2025**

- 3.96 Stephen Boughton of NGET responded on the 24 November 2025 saying they had discussed this with Fisher German and that Nick Robinson of Fisher German would be best placed to arrange a meeting and discuss the points in my Clients' letter [WB26].
- 3.97 I replied on the same date [WB27] suggesting some dates to meet. I advised that Birketts would also be attending for my Clients, and I chased on 2 December 2025 - see further below.

### **27 November 2025**

- 3.98 This is the date Birketts LLP submitted my Clients' Principal Relevant Representations to the Planning Inspectorate.
- 3.99 I was alarmed to learn from Birketts LLP following their review of the DCO application by 27 November 2025 that my Clients had 127 plots affected by a number of types of compulsory acquisition powers. This had never been presented in this way before during consultation meetings or other discussions with NGET and Fisher German. All along when it came to discussions with NGET and Fisher German during consultations, it felt my client was being treated the same as someone with a very minor land interest.
- 3.100 It is therefore clear to me that NGET and Fisher German were only playing "lip service" to my client and that NGET were either not listening or they simply did not care. Either way if that is the case then I find that quite upsetting and unsettling.

### **28 November 2025**

3.101 My colleague, Oliver North, received an email from Fisher German on 28 November 2025 [WB28]. That email stated:

“Please find attached Heads of Terms that have been delivered to the Godbold’s at Thornbush Hall to date. I appreciate your patience in receiving these. Regarding other correspondence, they may have also recently received Section 56 notices which relates to information on registering with the Planning Inspectorate, these were sent out last month. National Grid have provided feedback via the Consultation Report document submitted as part of the DCO application. This can be found via the following link - <https://nsip-documents.planninginspectorate.gov.uk/published-documents/EN020027-000159-5.1%20Consultation%20Report.pdf>”.

3.102 This was the first time we had been sent a document that stated my Client’s name and address and title number together with a payment schedule dealing only with 8 pylons and 2 acres of Compulsory Freehold Acquisition. The rest of the draft Heads of Terms were the same as the previously sent generic template. For some reason, NGET and Fisher German called this a “populated” Heads of Terms. These draft Heads of Terms however contained no other detail at all showing the location of the other DCO application works on my Clients’ land and their impacts. These “populated” Heads of Terms did not even cover the construction period of the DCO works. Noting in hindsight this was received one day before NGET submitted its DCO application, this is astonishing as NGET would have had those details to hand. They did not also address the concerns or matters we had raised in the meeting on 15 July 2025 referred to above.

3.103 These draft Heads of Terms attached to the email dated 28 November 2025 were referenced “PDF 14468” (as were the Heads of Terms sent to the Client on 31 October 2025) did not also include my Clients’ solicitors, details despite Fisher German being advised of their details a number of times. Looking back, it is clear that Fisher German on behalf of NGET was not actually seeking a voluntary negotiated agreement for use of my Clients’ land at all. This highlighted to me that this could be evidence of an apparent real disconnect between those drafting the heads of terms (NGET’s lawyers) and those sending them out and dealing with the client facing voluntary negotiations (Fisher German). This also reinforced to me that the (so-called) “voluntary negotiations” were a charade since if they had been real, they would have started early and a joined up lawyer/surveyor approach would have occurred by November 2025.

- 3.104 The email of 28 November 2025 also highlighted the following to me. Firstly, it contained an acknowledgement that these draft heads of terms have been slow to arrive. Secondly, there was also a reference to the Consultation Report. This is the first time we have been directed to a document that may contain feedback to our previous meetings (in particular the meeting of the 15 July 2025). This was once again hugely frustrating that we had had to chase the terms and that we could not have been provided with feedback directly to my client in this regard. It felt to me that we were being “palmed off”.

### **2 December 2025**

- 3.105 On the 2 December 2025 I sent an email to Nick Robinson of Fisher German asking again to meet [WB29].
- 3.106 I also asked him to confirm the contact details of the lawyers who will be dealing with the legal agreement drafting.
- 3.107 I also asked him to confirm which lawyers will be representing UKPN.
- 3.108 Nick Robinson replied on the 2 December 2025 [WB1] to confirm Stephen Boughton, Strategic Senior Project Surveyor, of NGET would not be attending. He also confirmed that *“It is my client’s view that at present the terms contained within the heads can be a discussion between both you and I, as agents. Whilst your client can of course choose to have legal representation there, it is not expected that this time would be a compensatable item. Once heads are signed then of course legal fees where reasonable and proportionate can be compensated as the option progresses”*.
- 3.109 This felt to me that we were again being palmed off and that neither NGET nor Fisher German were taking my client seriously. They did not confirm they would bring lawyers as we had asked them to, to the meeting but it was implied that they would not be, in their reply. They did not confirm who was representing UKPN.

### **3 December 2025**

- 3.110 On the 3 December 2025, Jake Toddington from Fisher German emailed further (so-called) ‘Heads of Terms’ packs for a number of our clients on the section they call A and B of the scheme [WB30]. This was the first time we were voluntarily sent the heads of terms for our Clients which made me think this was also a round robin and that they had no regard to Fisher German having sent them to Oliver North of Landbridge on 28 November 2025 as above. The heads of terms were

still generic with just names and addresses in and my Clients' case reference to just 8 pylons and the compulsory freehold acquisition of circa 2 acres, they did not address in detail what we were now learning to be the full DCO works and CPO powers impacts on the land.

#### **4 December and 5 December 2025**

- 3.111 We finalised the meeting arrangements in a brief exchange of emails on the 4 and 5 December 2025 which confirmed the meeting time of 10am at my office on the 12 December [WB30]. I will describe the matters discussed at the meeting on 12 December 2025 below.

#### **12 December 2025**

- 3.112 On the 12 December 2025 a meeting in person took place with Nick Robinson and Toby Risebrow (Fisher German), Anita Kasseean (Birketts LLP), my Client (Stephen Baker), and myself took place at Landbridge's office.
- 3.113 Fisher German confirmed they were at the meeting on behalf of NGET only in relation to the NGET transmission works that formed part of the DCO application.
- 3.114 Fisher German confirmed that they did not represent UKPN and could not negotiate terms on behalf of UKPN.
- 3.115 Fisher German also confirmed that my Clients would need to enter into separate negotiations with UKPN, BT and other third parties as those parties alone could negotiate voluntary agreement terms with my Clients relating to their works on my Clients' land. When asked when those talks would start, Fisher German stated they did not know but that they thought those new voluntary agreement negotiations with UKPN, BT and other third parties would be started with my Clients in early 2026.
- 3.116 When probed, Fisher German agreed with us that, as the DCO works needed to be looked at as one scheme in relation to one piece of land (my Clients) in relation to the same landowners (my Clients), it would not be possible for my Clients to review draft Heads of Terms with NGET in isolation unless my Clients had also received proposed terms from UKPN, BT, and other third parties.
- 3.117 It was therefore clear from that part of the discussion that we needed input from others. Fisher German explained that this included UKPN, BT, Cadent and



potentially others and that they would also need to have at least three more separate private agreements with my Clients.

- 3.118 In light of that, we asked Fisher German to show us on a DCO application plan which of UKPN, NGET, BT and other third parties were proposing to carry out what works on our Client's land, and where on our Client's land would those works be located.
- 3.119 We started by reviewing the Project Design Proposals Plan (in hard copy A0 size). This plan is called "Figure 4.1 - Project Description Proposed Project Design Sections B and C Page 26 of 63" and has document reference 6.4 F1 in the Examination Library, and forms part of Chapter 4 of the Environment Statement in the DCO application (document number 6.4).
- 3.120 It was also clear from that meeting that there were numerous details within the DCO that Fisher German did not understand.
- 3.121 It was also clear they were not familiar with the meeting of the 15 July 2025.
- 3.122 When my Client expressed disappointment that his concerns had not been picked up in the 31 October 2025 draft Heads of Terms, Fisher German was sympathetic to the issue.
- 3.123 It was also evident and confirmed by Fisher German that Bryan Cave Leighton Paisner ("BCLP"), lawyers acting for NGET only, had drafted the heads of terms. It was not clear what input Fisher German had contributed. It was also disappointing to learn from Fisher German that only BCLP could speak about the drafting of the Heads of Terms and not Fisher German. It felt to me yet another meaningless meeting as Fisher German had no answers to the draft Heads of Terms. This was particularly frustrating given NGET were asked by us to bring lawyers (having advised them well in advance that Birketts would be attending as confirm in my statement above).
- 3.124 As stated previously, it appears to me that National Grid are only paying lip service to their obligation to have discussions in order to avoid CPO and it is not in fact genuinely engaging in meaningful negotiations (especially as it is almost 5 months since that meeting).
- 3.125 Birketts LLP then alerted Fisher German to the fact that under the DCO application, NGET had applied for different classes of compulsory purchase powers in relation to 127 plots of land that my Clients have an interest in.

- 3.126 Fisher German accepted that no communication or heads up were given by NGET or Fisher German to my Client of potential or possible CPO powers being applied for against its land. Fisher German sought to explain away this fundamental omission as due to “late design changes” in the DCO infrastructure project. At the same time, that explanation revealed for the very first time on the 12 December 2025 that no meaningful negotiations can have occurred before 28<sup>th</sup> August 2025 nor in any of the meetings with my Clients *because* NGET itself was not before in a position to know or to be able to share the detail of its project as it affected my Clients’ land first and in order that my Clients could then consider the impacts and after that then both my Clients and NGET could only then begin to start to have meaningful discussions followed by meaningful negotiations by which to seek to agree terms to authorise NGET onto the Clients’ private land.
- 3.127 Hence, it then appeared to me that all contact by Fisher German and NGET with myself and my Clients about (so-called) ‘voluntary private agreement’ before 28 August 2025 was totally meaningless: Fisher German told us in the meeting on 12 December 2025 that NGET did not know the design of the DCO scheme up until August 2025. Indeed, the scheme drawings are all dated August 2025 and have no earlier revision numbers or earlier dates.
- 3.128 There were matters discussed at that meeting of 12 December 2025 which showed a lack of understanding of my Clients’ land and wishes. For example, a permanent spoil bund is being proposed on my Clients’ land which NGET and Fisher German had never raised this with me or my Clients before NGET submitted the DCO application. If they had, we would have discussed alternatives as it is clear that there is no need to hold the freehold title to land on which all NGET needs to do is dump soil there that they have taken out. NGET did not discuss or ask whether my Clients wanted to take and re-use the soil given their business is agriculture and farming. I also expressed surprise that NGET would not simply ‘muck away’ the soil like any responsible developer, unless of course it was a planning condition. Fisher German confirmed that it was not a planning condition and agreed it seemed unnecessary to have an area of freehold for it when there were clearly more commercial alternatives. Whilst this indicated to me that NGET would be open to changes to the DCO application to accommodate my Clients’ reasonable offers of alternatives, it was also evident that had NGET simply discussed its plans in detail my Clients before submitting the DCO application, they could have avoided having to apply for what are obviously unnecessary compulsory acquisition powers.

- 3.129 We also discussed areas where I had particular concerns namely around attenuation ponds (why weren't they located near field boundaries, why were we not consulted regarding their location, why do they need to be freehold (NGET could just have rights)), around soil management (where I had had a bad experience of a promoter disregarding the soil management plan with no contractual recourse to the landowner) none of which Fisher German disagreed.
- 3.130 My clear impression of Fisher German on behalf of NGET was that they were accepted and were sympathetic to the issues raised by us at the meeting of 12 December 2025, they actually accepted many of the points we made, they did not push back or disagree with issues raised and from their body language (nodding head up and down to show agreement) and words that they did not disagree with the matters and concerns raised by us then. Fisher German also seemed understanding as to how my Clients had been forced by NGET's absence of real engagement with my Clients and their private land *before* it made its DCO Application on the 29 August 2025 down the route of participating in the DCO process (even though it was maintained by all that attended the meeting from my Clients' side that my Clients still wanted to reach a voluntary agreement). Fisher German agreed to follow up a number of points including a proposed bypass haul road, proposed outfall location, rights of way and how they were being affected, contact details for UKPN and clarity on whether they will start their work in 2026. Fisher German agreed that Birketts LLP should discuss the next draft of the voluntary agreement directly with NGET's lawyers.
- 3.131 We are still reviewing the (so-called) 'heads of terms' but following an initial review there appears to be no reference to any of the practical issues that have been discussed (other than standard wording on drainage and soil management). There is also no real or meaningful detail on the UKPN works. This is clearly very disappointing and, from our initial review, I cannot recommend these terms to my client and have severe concerns about NGET's commitment to start a more meaningful negotiation. Furthermore, this particular set of draft Heads of Terms does not cover the impacts of the DCO application works themselves, the CPO powers being sought and the Relevant Representations made by my Clients which I had by that date understood and contributed towards commenting on for the PINS 27 November 2025 deadline for Relevant Representations.
- 3.132 I can confirm that it is clear to me now, in the light of the meeting with Fisher German on 12 December 2025, that there can have been and were no meaningful nor real discussions with Fisher German regarding the commercial terms of any voluntary agreement – nor so unless and until NGET itself has first agreed terms

of a “Development Agreement” referred to by Mr Nicholson with UKPN, BT and third parties. I am aware of some frankly pitiful sums of compensation being offered which from my experience is the same across the whole scheme and evidence that NGET has not considered or addressed its mind to my Clients’ specific concerns raised nor circumstances. I am also of the view having dealt with a number of claims that we are not in a position of knowing the relevant detail of the scheme to put a monetary value against it at this time. I am also not convinced that the practical issues that we were advised would form part of the voluntary agreements have been full appreciated or acknowledged.

- 3.133 As a general comment, given my Clients are significant landowners, next to one of the main substations, I am surprised that the partner from Fisher German with overall responsibility for the project has not introduced themselves to me, nor to my Clients. I believe the only contact we have had with Fisher German is via their graduates, apprentices and a one 1 year post qualified surveyor who attended the 15 July 2025 meeting. I therefore have a real concern that the points we are discussing are either not being properly understood or they have not been properly communicated. Either way this is hugely frustrating and quite disappointing. For a project of this magnitude and if NGET really had wanted to progress a voluntary agreement then in my considered experience I would have expected a senior member of the Fisher German team with the relevant experience to have commenced meaningful negotiations , this especially being the case with a major landowner such as my client and that if we had been provided with the level of detail required to make those negotiations meaningful we would have had solicitors instructed by now progressing those agreements. As summary of the principal contacts until Jake Toddington’s introduction in December this year are as follows:

**Nick Robinson**

**Graduate Surveyor**

For and on behalf of Fisher German LLP

**Toby Risebrow**

**Graduate Surveyor**

For and on behalf of Fisher German LLP

### **Statement of Truth**

I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

I believe that the facts stated in this Witness Statement are true.



**WILLIAM BARTON**

Dated 19<sup>th</sup> December 2025.

**EXHIBIT WB1**

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**From:** Norwich to Tilbury <[Norwich-Tilbury@fishergerman.co.uk](mailto:Norwich-Tilbury@fishergerman.co.uk)>

**Sent:** 02 December 2025 16:56

**To:** [REDACTED]; Norwich to Tilbury <[Norwich-Tilbury@fishergerman.co.uk](mailto:Norwich-Tilbury@fishergerman.co.uk)>; Oliver [REDACTED]

**Cc:** Nick Robinson <[Nick.Robinson@fishergerman.co.uk](mailto:Nick.Robinson@fishergerman.co.uk)>

**Subject:** RE: RE: [EXTERNAL] FW: Norwich to Tilbury - Heads of Terms - subject to contract and without prejudice

Dear Will,

As we discussed the possibility of, Stephen will not be attending this meeting.

It is my client's view that at present the terms contained within the heads can be a discussion between both you and I, as agents. Whilst your client can of course choose to have legal representation there, it is not expected that this time would be a compensatable item. Once heads are signed then of course legal fees where reasonable and proportionate can be compensated as the option progresses.

I can be available on the 12<sup>th</sup> at say 9am? Or alternatively the 9<sup>th</sup> if that is more convenient.

Many thanks  
Nick

Norwich to Tilbury

For and on Behalf of Fisher German LLP

0808 1753314



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## **EXHIBIT WB2**



Note of meeting SB  
23/9/22

Date: 3 August 2022  
Our Reference: NG/FG/EAG/150,9646

- Agreed to hold  
for now pending  
NFI changes  
to terms.  
UB

FISHER GERMAN LLP  
East Anglia GREEN Lands Team  
The Estates Office  
Norman Court  
Ivanhoe Business Park  
Ashby de la Zouch  
LE65 2UZ

t. 0345 0131864  
e. [EAGsurveys@fishergerman.co.uk](mailto:EAGsurveys@fishergerman.co.uk)

Mr & Mrs Godbold

Dear Mr & Mrs Godbold

### National Grid East Anglia Green Energy Enablement (GREEN) Project - Access for Surveys

National Grid needs to reinforce its network in East Anglia and is developing proposals for a new high voltage electricity reinforcement between Norwich, Bramford and Tilbury. It will play a vital role in delivering new sources of clean, green electricity efficiently, reliably, and safely and will support the UK's target to tackle climate change.

In spring 2022, National Grid held an initial public consultation to introduce their proposals and explain why they need to build the project. They are now reviewing the feedback received and will carefully consider peoples' comments as they take the project forward.

As part of their next steps, National Grid's contractors will need to carry out non-intrusive walkover surveys across land within the corridor, as well as across adjoining land, and areas that have been flagged up through consultation feedback. These surveys will help identify where further, more detailed assessments are required.

Fisher German is working on behalf of National Grid, and we are contacting landowners in the areas National Grid need to survey at this stage. We would like to agree access with you to carry out these surveys and we have enclosed a survey licence and plan, along with further information about National Grid's commitment when accessing land for surveys. In line with National Grid's land rights strategy, we will make an advance compensation payment of **£500** upon receipt of a signed licence agreement, which will be valid for a 24-month period commencing from September 2022.

**If you have an occupier/tenant or would prefer us to discuss this request with your land agent, we'd be grateful if you could inform us of their details on the enclosed referencing form, so we can issue the licence to them.**

Once a survey licence has been signed, Fisher German will contact landowners in advance of surveys taking place to confirm the type of survey being carried out, the access date and whether there are any specific access considerations to be taken i.e., point of access, locked gates and livestock etc.

Please be assured, this access request is to allow surveys to be carried out over a set period. Allowing National Grid access to your land allows them to understand the potential effects of their work and enables them to make informed decisions as they look to develop their proposals in more detail. You can still make representations about the project at any time and allowing survey access does not affect your right to comment.

If you would like to discuss the project and survey access requests further, we would be happy to do so over the telephone with you and/or your appointed land agent. You can find our contact details at the top of this letter.

We have enclosed a pre-paid addressed envelope for the return of the survey licence or referencing form and look forward to hearing from you.

Useful links: [www.nationalgrid.com/east-anglia-green](http://www.nationalgrid.com/east-anglia-green)

Yours sincerely,



Fisher German LLP

**Enclosures:**

Survey Licence

Land Plan

Referencing Form

NG Guidance on Accessing Land for Surveys

Ecology Survey Calendar

Pre-Paid Envelope

Our Ref: NG/FG/EAG/150,9646

## East Anglia GREEN Project Request for Entry onto Land for the Purpose of Survey

To: Herbert Earthy Godbold & Olive Ann Godbold

National Grid Electricity Transmission plc ('NGET') hereby advise you that NGET or its contractors will enter your land shown on the attached plan (for identification purposes only), for the purpose of carrying out non-intrusive surveys relating to the proposed East Anglia GREEN Project.

Access to your land will be taken from 5<sup>th</sup> September 2022 for a period of 24 months. A payment of **£500.00** will be paid as detailed on the enclosed *National Grid's Commitments When Accessing Land for Surveys Prior to Construction* factsheet.

**Please note** that NGET's agent, Fisher German, will contact you prior to access being taken to confirm access arrangements.

The date of this request is the 3<sup>rd</sup> August 2022.

[Redacted] of [Redacted] m  
my agreement to NGET or its contractors entering [Redacted] n-  
intrusive surveys as described on the attached factsheet. I confirm that by signing below [I am/we are  
the sole occupier(s) of the land which is the subject of this request] [I/We give consent on behalf of all  
registered and/or other owners of the land, which is the subject of this request].

Dated: 17<sup>th</sup> August 22

Mobil [Redacted]

Landline No: .....

Email: .....

\*Please print and complete the Payee section below if this is different from that printed above.

Payee\*: [Redacted] ☒ Please tick if the payee is registered for VAT

In order for Fisher German to arrange payment, please confirm the correct account details below. Please use **BLOCK CAPITALS**:

[Redacted]

This Licence is made on t

Between:

(the "**Licensor**")

National Grid Electricity Transmission Plc (Company Registration Number 02366977) whose registered office is at 1-3 Strand London WC2N 5EH (the "**Licensee**")

**RE – EAST ANGLIA GREEN ENERGY ENABLEMENT (GREEN) PROJECT** (the "**Project**")

The "**Property**" means all that land shown edged in green on the attached plan (for identification purposes only)

- 1 The term of this Licence shall be for a period of two years from and including the date of this Licence.
- 2 The Licensor's agent, if instructed, shall be entitled to payment of its reasonable professional fees plus VAT (to the extent that such VAT is not recoverable by the Licensor) incurred in connection with the implementation of this Licence and which are agreed in advance by the Licensor and the Licensee (each acting reasonably). Such agent's professional fees shall be paid within 28 days of receipt, by the Licensee, of an agreed invoice issued by the Licensor's agent to the Licensor.
- 3 In consideration of the payments made by the Licensee to the Licensor pursuant to the terms of this Licence the Licensor authorises the Licensee and its nominated suppliers and contractors to use the Property for such non-intrusive activities including, but not limited to; carrying out walkover surveys, inspections and measurements on the Property, obtaining photographic and video records of the Property to inform the aforementioned activities in connection with the Project (the "**Works**").
- 4 The fee payable for this Licence is £500 which the Licensee was required to pay within 14 days of receiving, from the Licensor, a signed version of the form of this Licence. This fee shall operate by way of advance compensation in respect of any other sums payable by the Licensee pursuant to the terms of this Licence.
- 5 In the event that the Licensee wishes to undertake any night-time surveys (between the hours of 2100 – 0600) on the Property the Licensor shall be entitled to a further payment of £250 for up to 6 night time surveys carried out within any twelve months period within the two years period referred to in clause 1 (with the intent that there may be up to two such payments and periods within the period of this Licence) PROVIDED THAT if the Property includes dense woodland the Licensee shall if it requests with the consent of the Licensor (which consent shall not be unreasonably withheld or delayed) be permitted to undertake further night-time surveys within such period(s) without making further payments.
- 6 The Licensee shall:
  - 6.1 provide to the Licensor an indicative survey schedule for all those surveys listed in clause 3 which will state the specific nature of the survey with the expected commencement and end date;
  - 6.2 notify the Licensor by email or telephone call or text on contact details provided by the Licensor of intentions to access the Property during a day other than a Saturday, Sunday or public holiday in England during the hours 8.00 - 18.00 prior to doing so,

and in the case of the Licensor a minimum of 48 hours prior to access being taken prior to each access of the Property or if the Licensor has appointed a nominated agent not less than 7 days' notice by e mail to such nominated agent prior to access being taken prior to each access of the Property; No access is to be taken on a Saturday, Sunday or Bank Holidays without prior approval from the Licensor;

- 6.3 access the Property on foot, and with vehicles if required on existing roads and tracks subject to prior approval from the Licensor in respect of the use of such vehicles (such approval not to be unreasonably withheld or delayed), and to keep the Licensor, or its nominated agent informed with arrangements for the day of any proposed access and to agree with the Licensor all reasonable arrangements which include, but are not limited to, access routes to the Property, parking arrangements, purpose of survey and timings of access;
- 6.4 observe any reasonable rules and regulations the Licensor makes and notifies in writing to the Licensee or its agents/contractors from time to time and ensure adequate measures are taken to ensure the safety of employees and contractors on the Property which shall include, but is not limited to, health and safety and for the avoidance of doubt all appropriate bio-security measures;
- 6.5 provide the Licensor and its nominated agent with copies of all Health and Safety risk assessments as well as working methodology upon reasonable request;
- 6.6 not to cause any disturbance, damage or nuisance to the Property, (or any buildings, gutters, fences or other fixtures, fittings or structures on it) or adjoining property of the Licensor and not to leave any structure or machinery or any items on the Property upon vacating the Property provided that the proper use of the Property in accordance with the terms of this Licence shall not constitute a breach of this clause;
- 6.7 notify the Licensor or its nominated agent immediately in the event that any damage is caused by the Licensee or its agents/contractors or in the event that there is any emergency or risk to the health and safety of any user of the Property noted or caused by any person exercising the rights granted by this Licence to the Licensee;
- 6.8 in connection with the exercise of the rights granted by this Licence comply with the terms of all statutory provisions, by-laws and all other rules and regulations to the extent applicable for the use of the Property pursuant to the terms of this Licence;
- 6.9 maintain public liability insurance of not less than £10,000,000 (ten million pounds) for each and every claim to cover any liabilities arising out of its access onto and use of the Property pursuant to the terms of this Licence and the carrying out and existence of the Works;
- 6.10 make good at its own cost and to the Licensor's reasonable satisfaction all physical damage or disturbance caused to the Property or livestock on it or to any services or Conduits (as defined below) as a result of its access to the Property pursuant to the terms of this Licence or the carrying out or existence of the Works. If the Licensee fails to make good any damage to the Property or reinstate the Property to the Licensor's reasonable satisfaction as aforesaid the Licensor having first given notice to the Licensee of his intention to do so may make good any such damage and reinstate the Property, and the proper costs thereof shall be recoverable from the Licensee. In addition, the Licensee agrees to pay compensation for crop loss and disturbance to the Licensor and loss of agri-environment and Basic Payment Scheme payments where damage cannot be made good and for the avoidance of doubt the Licensee will compensate the Licensor in respect of any agricultural, environmental or stewardship subsidy which may be lost or foregone as a result of the Works or actions of the Licensee and pay any compensation within 28 days of receiving claim;

- 6.11 use reasonable endeavours to minimise any potential disruption to shoot days on the Property by not taking access on such a shoot day notified to the Licensee prior to or upon service of the 48 hours' notice referred to in clause 6.2, PROVIDED THAT the Licensors shall use reasonable endeavours to provide to the Licensee when returning this Licence duly signed by or on its behalf details of any shoot dates;
- 6.12 provide to the Licensors upon reasonable request all survey information relating to land in either its ownership or occupation which has been gathered during a survey permitted by this Licence and is to be used in connection with the Project being developed by the Licensee within 14 days of the Licensee being in receipt of such survey information;
- 6.13 ensure that the Works do not interfere with, damage or affect any service pipes, cables or other conduits or any other equipment or apparatus (whether for telecommunications or otherwise) installed in, on or under the Property (together called "**Conduits**");
- 6.14 accept responsibility for the actions of contractors, sub-contractors and all other persons employed by Licensee in connection with the Works;
- 6.15 not seek access to the farmhouse or any residential dwellings on the Property. Where access is reasonably required to the farmstead including any buildings on the Property this will be subject to prior agreement from the Licensors (such agreement not to be unreasonably withheld or delayed);
- 6.16 not install or leave on the Property any welfare facilities.
- 7 The Licensors may terminate this Licence immediately on written notice from the Licensors to the Licensee following any breach of the Licensee's obligations under this Licence which is not remedied within 30 days of the date of written notification of such breach to the Licensee. The Licensee may terminate this Licence on written notice to the Licensors.
- 8 This Licence is not intended by any of the parties to it to confer upon the Licensee any right or interest in the nature of a tenancy or exclusive possession or occupation of the Property and gives no proprietary interest in the Property to the Licensee;
- 9 The Licensee may freely assign or transfer or novate any of the rights and/or obligations under, and/or the benefit of this Licence whether in whole or in part, without the consent of the Licensors to a person or entity licenced by OFGEM. The Licensee shall not allow any other person or company to use the Property save for the Licensee's contractors, sub – contractors, suppliers, agents and all other persons employed by the Licensee in connection with the Works.
- 10 The Licensee will keep the Licensors indemnified against all actions, proceedings, costs, demands, claims and liabilities which may be brought and/or made against the Licensors arising from the negligence of the Licensee or the breach of the terms of this Licence by the Licensee. This indemnity is to be capped at £10,000,000 (ten million pounds) in aggregate.
- 11 The indemnity in clause 10 is conditional upon the Licensors:
- 11.1 giving the Licensee written notice of any such actions, proceedings, costs, claims, or demands as soon as possible after the Licensors becomes aware of these;

- 11.2 not admitting liability to any third party or making any offer to settle any such actions claims or demands without the Licensee's consent (which is not to be unreasonably withheld or delayed); and
- 11.3 taking all reasonable steps to mitigate any losses or liabilities caused by any such actions claims proceedings or demands.
- 12 The expiry or earlier termination of this Licence shall not affect the rights of the Licensor in connection with any breach of any obligation under this Licence which existed at or before the date of such expiry or termination.
- 13 In the event a dispute arises between the parties that cannot be resolved by a third party as agreed and appointed by the Licensor and Licensee within 30 days then the matter shall be referred to the Central Association of Agricultural Valuers or RICS Dispute Resolution Service.
- 14 The Licensor shall procure that this Licence is binding upon any successor in title to its interest in the Property or any person deriving an interest from the Licensor.
- 15 The Licensor confirms that it has obtained the consent of all occupiers of the Property to the grant of this Licence.
- 16 Any notice to be given in writing to the Licensee shall be sent by e mail to eagsurveys@fishergerman.co.uk or such other e mail address as the Licensee shall notify to the Licensor from time to time.

Signed by the Licensor

Print

Witne

Name

Addre

Occu

Signed on behalf of the Licensee

Print Name

Witness

Name

Address

Occupation .....

Our Ref: NG/FG/EAG/150,9646

**SECTION 1**

If you have an occupier on the land shown on the enclosed plan or an appointed land agent you'd prefer us to talk to on your behalf, please can you write their details below:

Occupier Details:	Agent Details:
Name:	Name:
Address:	Address:
Tel Number(s):	Tel Number(s):
Email:	Email:

**SECTION 2**

If you are no longer the owner of the land detailed on the enclosed plan, please complete the following:

I/We sold/let all/part of the land to the following:

**SECTION 3**

Please provide any further comments you may have:

Thank you for your time completing this form. Please sign below as confirmation that the above details are correct.

Dated.....



## **EXHIBIT WB3**

**From:** Norwich toTilbury <Norwich-Tilbury@fishergerman.co.uk>  
**Sent:** 09 June 2025 16:19  
**To:** Norwich toTilbury  
**Subject:** Norwich to Tilbury General Update

Dear all,

We are making contact to advise that over the next few weeks National Grid are mailing out updated correspondence relating to the **Norwich to Tilbury** project, to all those we believe have an interest in land and/or property within the Project's order limits. This includes current plans of how their land holding may be affected. Where applicable, the correspondence will also contain:

- S.42(1)(d) letter, feedback questionnaire and freepost envelope
- Bespoke plans relating to the land holding
- Fisher German letter regarding voluntary negotiations
- Land Rights Strategy
- Guide to Plans
- GDPR notice

Information provided in the correspondence includes the timescales and next steps and how your clients can provide feedback to the project on the current proposals. If you would like to book meetings to discuss in more detail then please do get in touch with Fisher German.

Kind Regards

Norwich to Tilbury

For and on Behalf of Fisher German LLP

0808 1753314



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A list of members' names is available for inspection at the registered office, The Head Office, Ivanhoe Office Park, Ivanhoe Park Way, Ashby de la Zouch, LE65 2AB.

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## **EXHIBIT WB4**

Olive Ann Godbold

FISHER GERMAN LLP  
Norwich to Tilbury Lands Team  
The Atrium  
Risby Business Park  
Risby  
Bury St Edmunds  
Suffolk  
IP28 6RD

Reference: 9646  
Date: 18<sup>th</sup> June 2025

t. 0808 1753 314  
e. [Norwich-Tilbury@fishergerman.co.uk](mailto:Norwich-Tilbury@fishergerman.co.uk)

Dear Olive Ann Godbold

### National Grid – Norwich to Tilbury – Voluntary Negotiations

The Norwich to Tilbury project is preparing to submit a Development Consent Order application, which will include provisions which would enable National Grid to acquire land, and rights over land.

Based on our understanding of landownership, we believe you may have an interest in land and/or property within the Project's order limits. ***The order limits refer to land that may be temporarily or permanently required for the construction and/or operation of the project.***

We are therefore writing to you to confirm National Grid are seeking to enter into voluntary negotiations regarding the acquisition of land, and any rights over land, that are required for the Project. In line with National Grid's Land Rights Strategy, a copy of which is enclosed, National Grid's preference is to acquire rights on a voluntary basis.

We would also welcome discussions on key considerations for landowners in respect of how the current proposals impact their occupation and use of the land. This is to inform the Project, so that wherever possible National Grid can consider appropriate accommodation and mitigation works as part of the Norwich to Tilbury construction and operational phases, should they be granted a Development Consent Order.

Key items we would like to discuss are:

- Agricultural Land Drainage (Pre and Post Construction)
- Soil Handling and Management
- Farming Operations and associated accommodation works including haul road considerations
- Irrigation Systems
- Cropping and farmable areas
- Any other practical considerations pertaining to the day-to-day use of the land you own.

Should you wish to enter into negotiations for voluntary Heads of Terms, then reasonable and proportionate professional fees incurred by you would be covered by National Grid in line with the current published National Grid Payment of Surveyors' Fees document. A copy of this document can be found on the project website. Alternatively, an email and/or paper copy can be provided on request.

In the first instance we would welcome your expression of interest so that we can explain the process in more detail. If you are interested in exploring this further, please either email us on [Norwich-Tilbury@fishergerman.co.uk](mailto:Norwich-Tilbury@fishergerman.co.uk) or call 0808 1753 314 to arrange a meeting.

Yours faithfully

Fisher German LLP

## EXHIBIT WB5

Olive Ann Godbold

Reference: 9646  
18<sup>th</sup> June 2025

Dear Sir/Madam

**Landowner consultation on proposed changes to the project called Norwich to Tilbury concluding 11.59 pm 18 July 2025**

**Consultation notice under Sections 42 and 44 of the Planning Act 2008 (as amended)**

**The Infrastructure Planning (Applications and Prescribed Forms and Procedure) Regulations 2009 (as amended) (the “APFP Regulations”)**

**Notification under the Infrastructure Planning (Environmental Impact Assessment) Regulations 2017 (as amended) (the “EIA Regulations”)**

We are writing to you in relation to National Grid Electricity Transmission plc (“National Grid”) proposed application for an order granting development consent to construct and operate the project called Norwich to Tilbury (“the Project”).

From April to July 2024, we held a statutory public consultation, inviting landowners and local communities to share their views on our proposals. Furthermore, between 30 January and 17 April 2025 we undertook both statutory and non-statutory targeted consultations with landowners and local communities in certain locations along the route. We have carefully reviewed all the feedback and have identified some locations where we are minded to make changes to the proposals published to date.

Most of these latest proposed changes have been identified from the feedback we received at our statutory consultation in summer 2024 and our targeted consultations this year, alongside considerations given to information gathered via environmental and engineering surveys.

Based on our understanding of landownership, we believe you may have an interest in land and/or property impacted by these proposed changes and as such our consultation with you here is statutory under Section 42 and 44 of the Planning Act 2008 (“the Act”).

The proposed changes that may impact your land holdings are shown on the enclosed plan. No final decisions have been made on the proposed changes.

This landowner consultation runs until **11:59 pm 18 July 2025**.

## The Project

The Project is a proposal by National Grid to upgrade the electricity transmission system in East Anglia between Norwich and Tilbury, comprising:

- a new 400 kilovolt (“kV”) electricity transmission connection of approximately 180 kilometres (“km”) in overall length from Norwich Main Substation via Bramford Substation and a new Tilbury North Substation, into Tilbury Substation comprising:
  - approximately 159 km of new overhead line supported on approximately 510 steel lattice pylons (approximately 50 metres (“m”) in height) some of which are gantries (typically up to 15 m in height) within proposed Cable Sealing End (“CSE”) compounds, or existing or proposed substations; and
  - approximately 22 km of 400 kV underground cabling some of which is located through the Dedham Vale National Landscape (formerly known as Dedham Vale AONB);
- seven new CSE compounds, each with a permanent access, to connect the overhead lines to the underground cables;
- a new 400 kV East Anglia Connection Node (“EACN”) substation, with a new permanent access, on the Tendring Peninsula. This is proposed to be an Air Insulated Switchgear (“AIS”) substation;
- a new 400 kV Tilbury North Substation to the south of Orsett Golf Course in Thurrock with access options. This is proposed to be a Gas Insulated Switchgear (GIS) substation;
- modifications to the existing National Grid Electricity Transmission overhead lines, including into and out of the new 400 kV Tilbury North and access options.
- substation extension works at the existing Norwich Main and Bramford substations to connect and support operation of the new transmission connection; and
- temporary works associated with the construction of the Project

Third party utilities diversions and/or modifications would also be required to facilitate the construction of the Project. There would also be land required for mitigation, compensation and enhancement of the environment including Biodiversity Net Gain.

As well as the permanent infrastructure, land would also be required temporarily for construction activities including, for example, working areas for construction equipment and machinery, site offices, welfare, storage and temporary construction access.

The Project would be designed, constructed and operated in accordance with applicable health and safety legislation. The Project would also need to comply with design safety standards including the National Electricity Transmission System (“NETS”) Security and Quality of Supply Standard, which sets out the criteria and methodology for planning and operating the NETS. This informs a suite of National Grid policies and processes, which contain details on design standards required to be met when designing, constructing and operating assets such as proposed for the Project.

Norwich to Tilbury will play a vital role in delivering electricity efficiently, reliably, and safely and will support the UK’s move to reduce carbon emissions. We are committed to working with local communities as we develop our plans.

National Grid expects the Project to be classified as a Nationally Significant Infrastructure Project (“NSIP”), as defined under Part 3 of the Act, and to require consent from the Secretary of State via a development consent order (“DCO”). The development consent being sought would include a number of other provisions, including those for the compulsory acquisition of land and interests in and rights over land, overriding easements and other rights, the temporary use of land, and other ancillary powers, if necessary, to construct and maintain the Project.

The Project is an Environmental Impact Assessment (“EIA”) development, as defined by the EIA Regulations and is currently in the pre-application stage of the DCO application process.

## Enclosed with this letter

Enclosed with this letter is a plan(s) of our latest proposals as they relate to your land holding, a guide to reading plans, information regarding data protection, a landowner feedback questionnaire and a freepost envelope. Digital plans showing your land interests are available on request from Fisher German using the contact details at the end of this letter.

## Further information on the Project

Further general information on the Project and copies of our previous consultation materials can be found on our website at: [nationalgrid.com/norwich-to-tilbury](https://nationalgrid.com/norwich-to-tilbury)

The 'Document Library' tab on the Project website includes all information related to the Project that has previously been consulted on and which remains relevant. This includes:

Material published as part of the summer 2024 statutory consultation:

- Project Background Document
- Copy of the notice published as part of the summer 2024 statutory consultation under Section 48 of the Act (as the Project is 'EIA Development' for the purposes of the EIA Regulations and as required by Regulation 4 of the APFP Regulations)
- 2024 PEIR and non-technical summary of the 2024 PEIR
- Project maps/Project area maps showing the extent of the Project
- Statement of Community Consultation

Material published during targeted consultations in 2025:

- Targeted Statutory Consultation Strategy
- Targeted Consultation Strategy
- Targeted consultation feedback questionnaire
- Targeted consultation overview map
- Consultation leaflet for each of the targeted consultation locations
- Environmental Impacts of Change document for each of the targeted consultation locations

Please note that the consultation documents on our website refer to deadlines for responding. These deadlines do not apply to any responses you wish to send to us in respect of this letter. Details of how you can respond to this letter are outlined below.

## Responding to the consultation

As a person with an interest in land, we would welcome any feedback you might have on how the proposed changes may impact your land interest as well as any comments on the proposed Project.

The deadline for submitting feedback is **11:59pm 18 July 2025**.

### Email

Responses to this consultation via the feedback questionnaire or free text response, can be submitted via email to [Norwich-Tilbury@fishergerman.co.uk](mailto:Norwich-Tilbury@fishergerman.co.uk).

### Post

Alternatively, you can return a printed copy of the landowner feedback questionnaire via **FREEPOST N TO T** (please write this in capitals, you do not need a stamp).

### Meeting

We understand you (and/or your professional representative) may have met with Fisher German before, or attended one of the consultation events we have held, to discuss the Project.

However, if you would like to arrange a further meeting to discuss the contents of this letter, its enclosures, and/or the wider Project, please get in touch with using the details below.

Telephone: 0800 1753 314



Email: [Norwich-Tilbury@fishergerman.co.uk](mailto:Norwich-Tilbury@fishergerman.co.uk)

## Technical Documents

Requests for paper copies of the technical documents published on the Project website will be reviewed on a case by-case basis. To cover printing costs a reasonable copying charge may apply, to be paid for by the recipient and up-to a maximum value of £500 for the whole suite of consultation documents.

Please get in touch with us using the details below if you would like a printed or alternative format copy of materials.

Telephone: 0808 1753 314

Email: [Norwich-Tilbury@fishergerman.co.uk](mailto:Norwich-Tilbury@fishergerman.co.uk)

## Next Steps

We will consider all comments received relating to our proposals. Furthermore, there will also be an opportunity for you to give your views on our proposals, once our application has been submitted. You would make these comments directly to the Planning Inspectorate whilst our application is being examined.

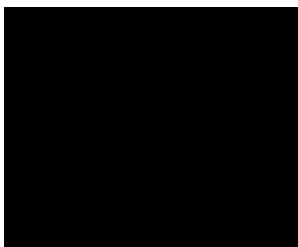
We may be required to make copies of representations available to the Secretary of State. However, we will request that personal details are not placed on the public record. Personal details will be held securely in accordance with the relevant data protection legislation and will be used solely in connection with the consultation process and the development of this Project and, except as noted above, will not be disclosed to any third parties.

National Grid's privacy policy can be found on its website: <https://www.nationalgrid.com/privacy-policy>.

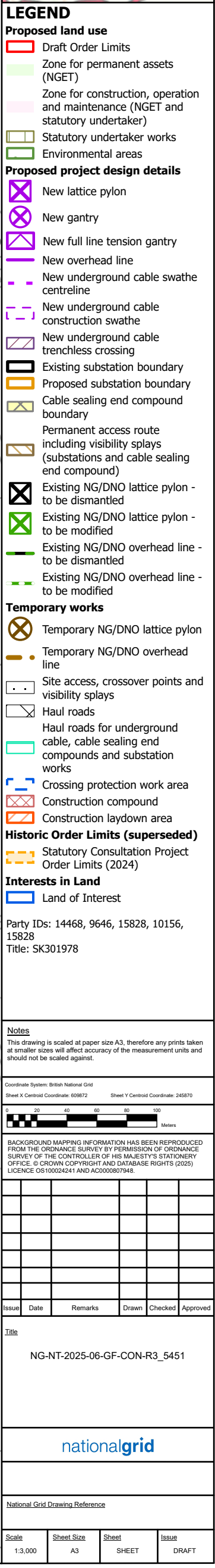
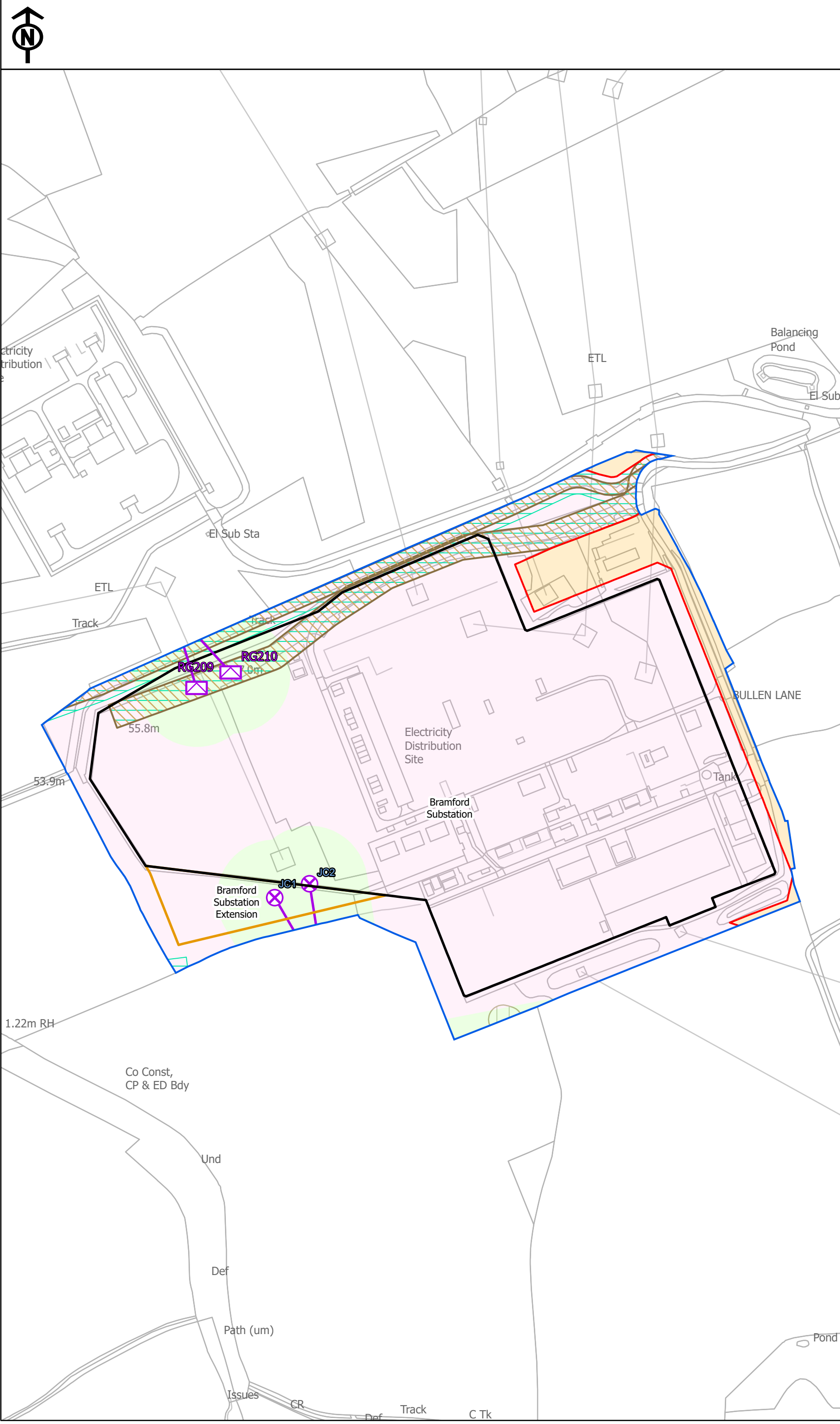
If you have any questions about the Project, please do not hesitate to contact us at the above postal or email address.

We look forward to hearing from you.

Yours faithfully

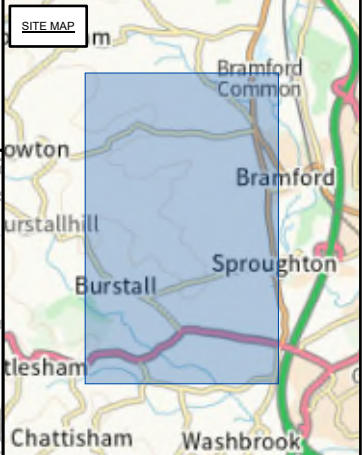
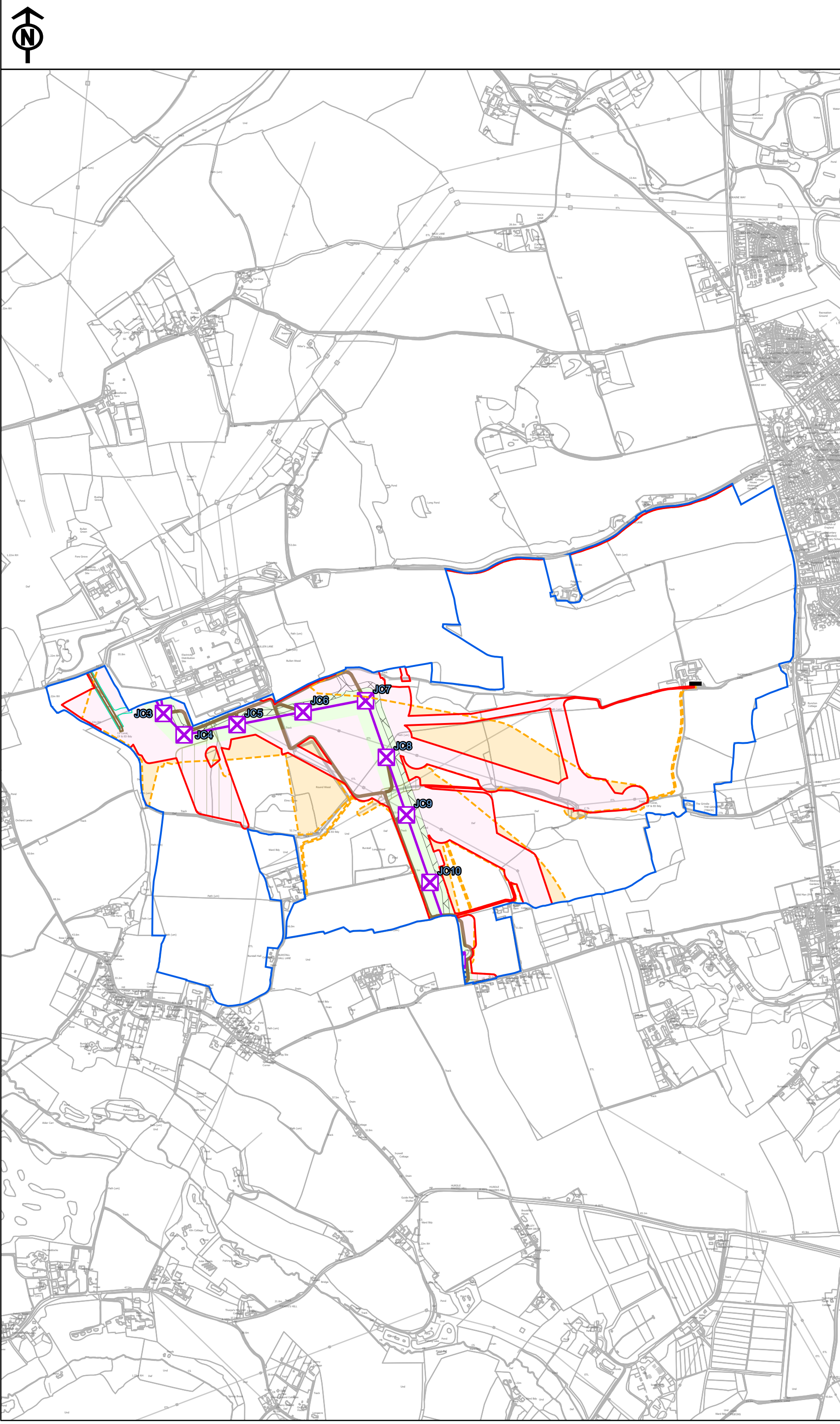


Project Director





























## LEGEND









**Proposed land use**

-  Draft Order Limits
-  Zone for permanent assets (NGET)
-  Zone for construction, operation and maintenance (NGET and statutory undertaker)
-  Statutory undertaker works
-  Environmental areas

### Proposed project design details

-  New lattice pylon
-  New gantry
-  New full line tension gantry
-  New overhead line
-  New underground cable swathe centreline
-  New underground cable construction swathe
-  New underground cable trenchless crossing
-  Existing substation boundary
-  Proposed substation boundary
-  Cable sealing end compound boundary
-  Permanent access route including visibility splay (substations and cable sealing end compound)
-  Existing NG/DNO lattice pylon - to be dismantled
-  Existing NG/DNO lattice pylon - to be modified
-  Existing NG/DNO overhead line - to be dismantled
-  Existing NG/DNO overhead line - to be modified

## Temporary works

-  Temporary NG/DNO lattice pylon
-  Temporary NG/DNO overhead line
-  Site access, crossover points and visibility splays
-  Haul roads
-  Haul roads for underground cable, cable sealing end compounds and substation works
-  Crossing protection work area
-  Construction compound
-  Construction laydown area

### Historic Order Limits (superseded)

-  Statutory Consultation Project Order Limits (2024)

## Interests in Land

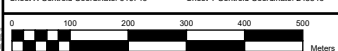
-  Land of Interest

Party IDs: 9646  
Title: SK316171

## Notes

This drawing is scaled at paper size A3, therefore any prints taken at smaller sizes will affect accuracy of the measurement units and should not be scaled against.

Coordinate System: British National Grid



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Issue	Date	Remarks	Drawn	Checked	Approved
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Title

NG-NT-2025-06-GF-CON-R3 7436



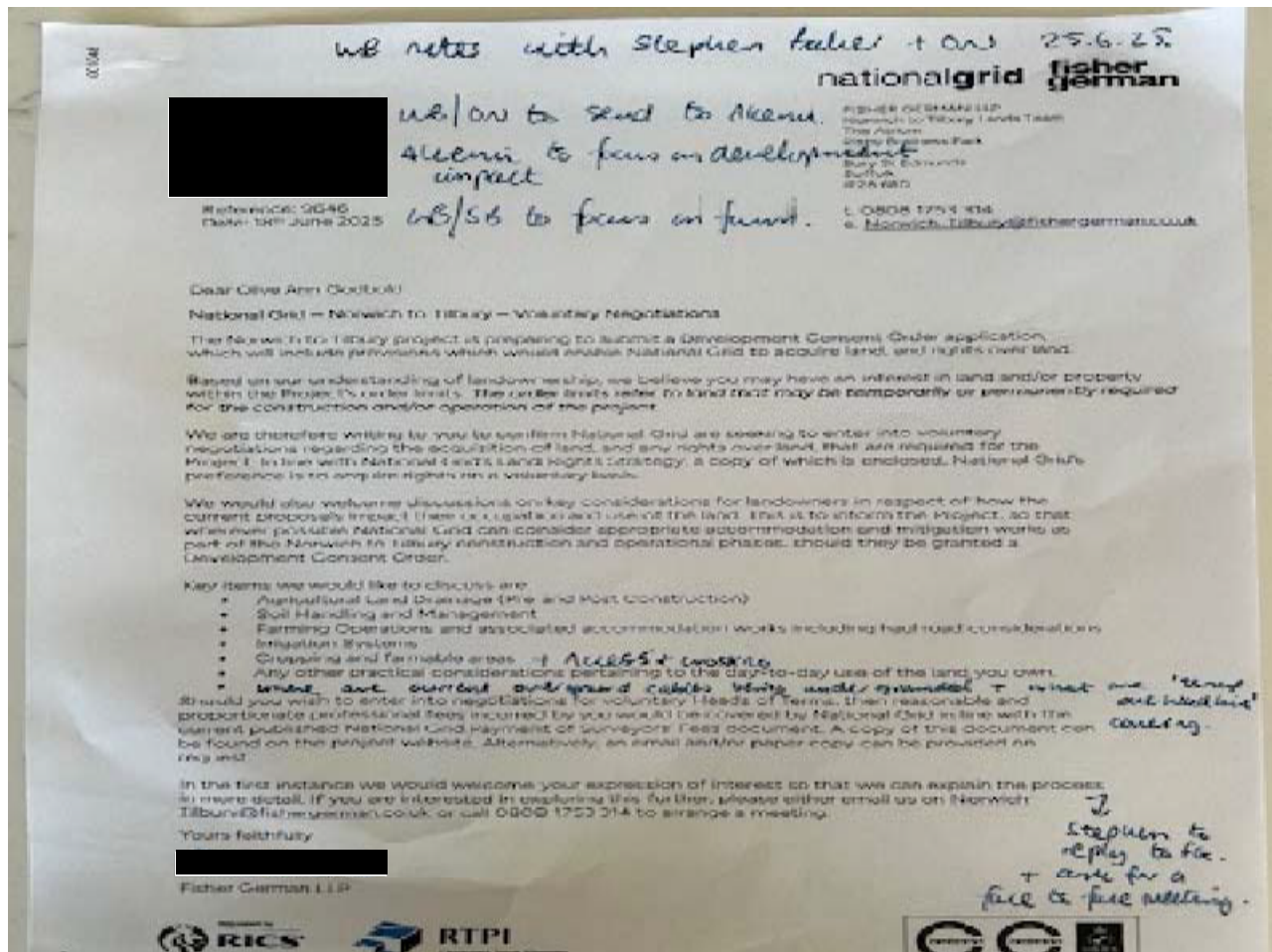
National Grid Drawing Reference

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1:13,000	A3	SHEET	DRAFT



**EXHIBIT WB6**

13 December 2025 11:34  
William Barton  
Note 25.6.25



Sent from my iPhone

## **EXHIBIT WB7**





27<sup>th</sup> June 2025

**National Grid / Fisher German**

c/o Fisher German LLP

The Atrium

Risby Business Park, Risby,

Busy St Edmunds

IP28 6RD

**Norwich to Tilbury: Reference 9646**

Dear Fisher German,

I refer to your letter (18<sup>th</sup> June 2025) referring to the Norwich to Tilbury connection, and the proposed voluntary negotiations with those residents, land owners and businesses affected by the scheme.

Further to the request in the final paragraph of your letter, please accept this response as our firm 'expression of interest', as a significant land owner on the site of the Norwich to Tilbury development, that we wish to engage in meetings, liaison, and negotiation as appropriate given the considerable impact this will have on our land holding, and farming business.

May I now refer to some of the other issues raised in your correspondence, and also provide some background to our situation.

1] Since the death of Mr Herbert Godbold the H and O Godbold Partnership, which owns and operates Thornbush Hall Farm, now has three partners, namely:

- Mrs Olive Ann Godbold
- Mrs Diana Johnson
- Mr Stephen Baker

All hard copy correspondence can be sent to Thornbush Hall.

2] Although we wish to be involved, we will also ask our land agents, Landbridge, to represent us on this matter. Their contact details are:

Will Barton [REDACTED] co.uk

Oliver North [REDACTED] p.uk

Landline for 'Landbridge': 01473 461203

3] Your letter lists a number of key items for discussion, including land drainage, soil handling and management, farming operations, and cropping / farmable areas. We welcome early and detailed discussions around all of these points, and we are confident that other issues will arise. We are also keen to discuss with you the issue of accessibility to all areas of the farm during the construction phase, as some areas are likely to be cultivated during the construction phase, and access will be required to those areas.

4] We are keen to understand both the short and long term expectations of National Grid with regard to the use of our farm land. We are also aware that there is an intention to underground some of the power network, and to do this on Thornbush Hall Land; we need to understand the implications of this for farming practices and future access.

5] In your other letter, titled '*Landowner consultation on proposed changes to the project Norwich to Tilbury*' you offer to provide digital plans showing our land interests. We welcome that offer, and would appreciate digital copies of all plans. Please send these to me, and also to our colleagues at Landbridge.

6] Your letter offers a meeting via either MS Teams, or in person, to discuss the impact of the development on our farm; we agree a meeting is a sensible next step and want to accept that offer. Given the location of our land ownership to the substation, and the complexity of the issues that all parties will have to address concerning the Norwich to Tilbury project, I suggest that we aim for an 'in-person' meeting. This will also need to involve 'Landbridge'.

Finally, please copy Landbridge and H&O Godbold into all emailed correspondence. We look forward to your response, and arranging a meeting to take these matters forward.

Yours sincerely,

[REDACTED]

For H & O Godbold Partnership

## **EXHIBIT WB8**

-----Original Appointment-----

**From:** Norwich toTilbury <Norwich-Tilbury@fishergerman.co.uk>

**Sent:** 03 July 2025 10:06

**To:** Norwich toTilbury; William Barton; Oliver North; sa.baker@btinternet.com; Matthew Johnson; Oscar Brown

**Subject:** 9646: Olive Ann Godbold - Landowner (New PIL) - Site Meeting confirmed

**When:** 15 July 2025 12:30-13:30 (UTC+00:00) Dublin, Edinburgh, Lisbon, London.

**Where:** RE: Olive Ann Godbold: Ref9646: [REDACTED]

Dear All,

Confirming the Site Meeting at the above address for Tuesday 15<sup>th</sup> July at 12:30 – Matthew Johnson and Oscar Brown our surveyors will taking this meeting on site.

Kind regards

Jo

**When:** 15 July 2025 12:30-13:30 (UTC+00:00) Dublin, Edinburgh, Lisbon, London.

**Where:** RE: Olive Ann Godbold: Ref9646: [REDACTED]

Dear All,

Confirming the Site Meeting at the above address for Tuesday 15<sup>th</sup> July at 12:30 – Matthew Johnson and Oscar Brown our surveyors will taking this meeting on site.

Kind regards

Jo

**EXHIBIT WB9**

**Subject:** Fw: 9646: Olive Ann Godbold - Landowner (New PIL) - Site Meeting confirmed  
**Location:** RE: Olive Ann Godbold: R [REDACTED],  
Ipswich, IP8 4JB

**Start:** Tue 15/07/2025 12:30  
**End:** Tue 15/07/2025 13:30  
**Show Time As:** Tentative

**Recurrence:** (none)

**Meeting Status:** Not yet responded

**Organiser:** Norwich-Tilbury@fishergerman.co.uk

**CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.**

---

**From:** William [REDACTED].co.uk> on behalf of Norwich toTilbury <Norwich-Tilbury@fishergerman.co.uk>

**Sent:** Thursday, July 3, 2025 10:38 am

**To:** [REDACTED]

**Subject:** FW: 9646: Olive Ann Godbold - Landowner (New PIL) - Site Meeting confirmed

Hi Emily and Tom

I hope all well with you?

See below and attached.

Can you / do you want to attend?

I can not sadly, but Ollie is going to from our end.

Fisher German seems reluctant at this stage to send out anything other than the attached plans. We have asked for electronic versions / access to the interactive map and continue to do so but whether Tom will have more luck with his contacts...

With kind regards

Will

-----Original Appointment-----

**From:** Norwich toTilbury <Norwich-Tilbury@fishergerman.co.uk>

**Sent:** 03 July 2025 10:06



**To:** Norwich toTilbury; William Barton; [REDACTED]

**Subject:** 9646: Olive Ann Godbold - Landowner (New PIL) - Site Meeting confirmed

**When:** 15 July 2025 12:30-13:30 (UTC+00:00) Dublin, Edinburgh, Lisbon, London.

**Where:** RE: Olive Ann Godbold: [REDACTED]

Dear All,

Confirming the Site Meeting at the above address for Tuesday 15<sup>th</sup> July at 12:30 – Matthew Johnson and Oscar Brown our surveyors will taking this meeting on site.

Kind regards

Jo

**EXHIBIT WB10**

---

**From:** Norwich toTilbury <[Norwich-Tilbury@fishergerman.co.uk](mailto:Norwich-Tilbury@fishergerman.co.uk)>

**Sent:** 08 July 2025 3:47 PM

**To:**

**Subject:** 9646: Olive Ann Godbold - Landowner (New PIL) - Site Meeting confirmed

**When:** 15 July 2025 12:30-13:30.

**Where:** RE: Olive Ann Godbold:

Dear All,

Confirming the Site Meeting at the above address for Tuesday 15<sup>th</sup> July at 12:30 – Matthew Johnson and Emma Baldry our surveyors will taking this meeting on site.

Kind regards  
Jo

**EXHIBIT WB11**

---

**From:** [REDACTED] <m>  
**Sent:** 09 July 2025 09:18  
**To:** Norwich toTilbury [REDACTED]  
[REDACTED] <>  
**Cc:** [REDACTED] >  
**Subject:** Re: 9646: Olive Ann Godbold - Landowner (New PIL) - Site Meeting confirmed

Good morning,

Thanks for confirming that this site meeting is going ahead [12.30, 15th July].

However, can I also confirm exactly where the meeting is being held? Are we meeting at the offices at the substation, as we did before, are we convening at the Farm and then travelling to the site of proposed installation, or are we meeting on the fields where the works are intended to take place?

I suggest that it would probably be easiest to meet in the farmyard at [REDACTED] Hall (where there is plenty of space to park) and then drive from there to the specific site(s) in question.

Finally, I will be attending the meeting alongside my colleague Trevor Johnson; Trevor has worked on the [REDACTED] land for over 30 years, and therefore knows it better than anyone in terms of its agricultural use.

Regards

Stephen Baker, for H & O Godbold.

**EXHIBIT WB12**

**From:** [REDACTED] k>

**Sent:** 09 July 2025 09:26

**To:** [REDACTED]  
[REDACTED]

**Cc:** [REDACTED]  
[REDACTED]

**Subject:** RE: 9646: Olive Ann Godbold - Landowner (New PIL) - Site Meeting confirmed

Good morning Stephen

That is a good point. I suggest the [REDACTED] yard is a good meeting point. James from Alcemi now in copy is also hoping to make the meeting.

I am sorry I won't be there but Ollie will be attending from our end.

With kind regards

Will

## **EXHIBIT WB13**



---

**From:** Norwich toTilbury <Norwich-Tilbury@fishergerman.co.uk>  
**Sent:** 09 July 2025 11:40  
**To:** [REDACTED]  
[REDACTED]; Norwich toTilbury  
**Subject:** RE: 9646: Olive Ann Godbold - Landowner (New PIL) - Site Meeting confirmed

Good Morning All,

Thank you for confirming this, I have updated the meeting notes accordingly and the surveyors will meet you at [REDACTED] Farmyard at 12.30pm on Tuesday 15<sup>th</sup> of July.

Kind Regards,  
Harry

Norwich to Tilbury

For and on Behalf of Fisher German LLP

0800 1753314

**fisher  
german**



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**EXHIBIT WB14**

## Beth Youngs

---

**From:** Oliver North <Oliver@landbridge.co.uk>  
**Sent:** 10 December 2025 16:28  
**To:** William Barton  
**Subject:** FW: File Note - Godbold

---

**From:** Oliver North  
**Sent:** 17 July 2025 11:59  
**To:** Secretary <secretary@landbridge.co.uk>  
**Subject:** File Note - Godbold [Filed 17 Jul 2025 11:59]

Hi Carolyn

Please see below – File note of Site meeting on behalf of H and O Godbold

In attendance:

Stephen Baker (Landowner)  
Trevor Johnson (Landowner)  
Oliver North (Agent for Landowner)  
James Forster (Alcemi)  
Jon Hughes (Alcemi)  
Fisher German – Matthew Johnson and Emma Baldry

### 1. NG Latest proposals

- a. All of the yellow shaded areas have been descoped from the project.
- b. There is a question over the undergrounding of the small pole and OHL on the Alcemi land. Matthew to confirm what the 'new' blue area is and also the route of the undergrounding.
- c. NG have proposed a drainage outlet into the ditch to the north. This is to drain the land from the Blundell's land to the north adjacent to the Clearstone Energy land. See annotated plan.
- d. The temporary OHL is to allow the existing OHL to remain live during the undergrounding works. These will be removed once this work is done.
- e. It seems NG have proposed some attenuation ponds on the land which is subject to the underground cable easements. Matthew to investigate and report back to Landbridge.

### 2. Underground cabling route

- a. We now know the route of the underground cabling. This is the first plan that we have seen which shows the route of the underground cable.
- b. Matthew confirmed the undergrounding will be done first, then the land handed back to the Godbold's who can then continue farming the land.
- c. The pylon adjacent to the cattle sheds is being taken down and replaced with a new pylon. This will connect the underground cables to the existing overhead lines.

### 3. Alcemi option and timings

- a. Alcemi confirmed their planning will now be pushed back into early 2026 as a result of a response from the council.
- b. James didn't think the latest proposals affect their scheme however we ought to get an overlaid plan produced for clarity.
- c. James to liaise with NG regarding the Clearstone access route.

- d. James confirmed that he has spoken with Blundell Agent (Chris Leney) regarding the access to the north of Bullen Lane. They are open to the idea, but Alcemi are yet to agree a price. There have been no more conversations than that.
- e. Matthew is going to put James in touch with the relevant contact at NG in respect to Alcemi's use of the access from the Clearstone Energy site.

#### 4. Farming operations

- a. Undergrounding – the topsoil will be stripped back and stored on one side of the working area. The subsoil will be stored separately from the topsoil on a membrane to prevent contamination. Matthew to confirm the depth of the cables – assumed minimum 1.2m top of the pipe/ducting.
- b. Cropping – Timescales for the underground are anticipated to be early 2027. We are still unclear on the timings for NG's occupation of the land to facilitate the undergrounding. Stephen and ON thought the undergrounding may prove more troublesome than the installation of the new lines.
  - i. NG confirmed they will provide crossing points for the Godbold's (and their contractors) to cross the working area to get to the severed land. Small unfarmable field areas will be compensated for accordingly.
- c. Godbold's/Landbridge to send across copies of all drainage plans in due course for consideration. National Grid contractors will then provide pre and post construction drawings of the remedial drainage works.

I trust this is a reflection of what we discussed onsite. If you have any further comments please let me know otherwise I will follow up with Matthew on the outstanding points.

With kind regards

Ollie

**Oliver North FAAV**

e. [oliver@landbridge.co.uk](mailto:oliver@landbridge.co.uk)

Tel: 01473 461203

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[www.landbridge.co.uk](http://www.landbridge.co.uk)

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## **EXHIBIT WB15**

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**From:** Norwich to Tilbury <Norwich-Tilbury@fishergerman.co.uk>

**Sent:** 29 July 2025 17:34

**To:** Norwich to Tilbury <Norwich-Tilbury@fishergerman.co.uk>

**Subject:** National Grid – Norwich to Tilbury Project Heads of Terms: Without Prejudice and Subject to Contract

**National Grid – Norwich to Tilbury Project Heads of Terms: Without Prejudice and Subject to Contract**

Dear all,

As you are aware, National Grid Electricity Transmission Plc (NGET) has been consulting on its proposals for the Norwich to Tilbury Project over a number of years now, including three rounds of project-wide consultation and then further localised engagement.

NGET is currently preparing to submit an application for a Development Consent Order (DCO).

The Norwich to Tilbury Project is a critical nationally significant infrastructure project intended to support the UK's net zero target through the connection of new low carbon energy generation in East Anglia and by reinforcing the transmission network. As a consequence, and in order to enable construction and operation of the Norwich to Tilbury Project, NGET will seek, as part of its DCO application, powers of compulsory acquisition and temporary possession.

It is NGET's intention and preference to negotiate and secure voluntary agreements for the land and rights required to construct and operate the Norwich to Tilbury Project.

As part of this process, we are sharing with you, **for information only**, the Norwich to Tilbury Project **template** Heads of Terms (HoTs) which include reference to the various land and/or rights which NGET will be seeking to acquire in respect of the Norwich to Tilbury Project as a whole. (This includes land for substations, and rights for underground cables, overhead lines, construction compounds and both temporary and permanent rights required for access, construction, drainage, maintenance, mitigation and dismantling of redundant infrastructure). The template and covering letter attached is what will shortly be sent to your clients.

**Please note that the enclosed template HoTs relate to the whole of the Norwich to Tilbury Project and are, therefore, not specific to individual landholdings.**

We will share with your clients, in due course, formal HoTs, which will be specific to your client's landholding and will set out the land and/or rights which NGET is seeking to acquire. The formal HoTs will explain how your clients land is proposed to be affected, via an accompanying plan showing the areas of land over which various land and/or rights are being sought, and the associated commercial proposals from NGET in line with its Land Rights Strategy.

The attached template HoTs include reference to the following NGET policies.

- NGET Land Rights Strategy and Payment Schedule for Assets (V1)
- National Grid - Construction best practice for underground cable installation (V1)
- National Grid - Construction best practice for overhead line installation (V1)

- National Grid – Payment of Surveyors' Fees (V6)

These policy documents are available on the project website should you wish to view them;

<https://www.nationalgrid.com/electricity-transmission/network-and-infrastructure/infrastructure-projects/norwich-to-tilbury/document-library#230548828-1356042829>

Should you have any queries in respect of this communication please contact the team on 0808 175 3314 or via email on [Norwich-Tilbury@fishergerman.co.uk](mailto:Norwich-Tilbury@fishergerman.co.uk)

Kind Regards

Fisher German

Norwich to Tilbury

For and on Behalf of Fisher German LLP

0808 1753314

**fisher  
german**



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**THESE ARE TEMPLATE HEADS OF TERMS FOR THE NORWICH TO TILBURY PROJECT. FORMAL POPULATED HEADS OF TERMS WILL BE ISSUED IN DUE COURSE**

Reference: [●]

Date of issue: [●]

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**NORWICH TO TILBURY**

**TEMPLATE HEADS OF TERMS**

**Option Agreement to [purchase land] [Grant an Easement for National Grid Electricity Transmission to acquire rights] [take [a] lease[s]].**

These Heads of Terms are not intended to create any legally binding obligations and are subject to contract and completion of formally executed legal documentation.

**Without Prejudice  
Confidential and Subject to Contract**

<b>1.</b>	<b>The Project</b>	Norwich to Tilbury
<b>2.</b>	<b>Grantor (Landowner)</b>	[Grantor Name] of [Grantor Address]
<b>3.</b>	<b>Grantee</b>	National Grid Electricity Transmission PLC (company number <b>02366977</b> ), 1-3 Strand, London WC2N 5EH (" <b>National Grid</b> ")
<b>4.</b>	<b>Grantor's Agent</b>	[Grantor's Agent Name] of [Grantor's Agent Address And Contact Details]
<b>5.</b>	<b>Grantor's Solicitor</b>	[Grantor's Solicitors Name] of [Grantor's Solicitors Address And Contact Details]
<b>6.</b>	<b>Grantee's Agent</b>	Fisher German LLP, Norwich to Tilbury Lands Team, The Atrium Risby Business Park, Risby, Bury St Edmunds, Suffolk IP28 6RD
<b>7.</b>	<b>Grantee's Solicitor</b>	Bryan Cave Leighton Paisner, Governors House, 5 Laurence Pountney Hill, London EC4R 0BR
<b>8.</b>	<b>Plan</b>	The plan attached to these Heads of Terms [GRANTOR PLAN REFERENCE].
<b>9.</b>	<b>Grantor's Land</b>	The freehold land shaded XXX on the Plan together with additional rights and interests that the Grantor may have in the subsoil or the adjoining highways, road, drains, ditches, watercourses, riparian rights and tracks [forming [part of] the land registered at the Land Registry with title number(s) [TITLE NUMBERS]].
<b>10.</b>	<b>Option Area</b>	The area of land over which the Grantee will have an Option is shown edged XXX on the attached Plan.
<b>11.</b>	<b>Option Period</b>	7 years from the date of exchange of the Option Agreement within which to serve the Construction Notice.
<b>12.</b>	<b>Other Interests</b>	[There are no tenants, occupiers, lessees or mortgagees affecting the Option Area [and no third-party consents are required for the Option



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Reference: [●]

Date of issue: [●]

		<p>Agreement [and Deed of Grant] and other rights provided for in the Option Agreement]]</p> <p>It is for the Grantor to secure consent from tenants, occupiers and mortgagees and unless otherwise agreed by the Grantee on a case by case basis the beneficiaries of any restrictive covenant which would be breached by the carrying out of the Project works.</p> <p>Reasonable costs incurred by the Grantor for gaining the consent of mortgagors or lenders will be reimbursed by the Grantee, subject to the value being agreed between the parties in writing prior to the cost being incurred.</p>
<b>13.</b>	<b>New Interests</b>	<p>In the case of all disposals of land or rights in land, the Grantor is required to execute and deliver to the Grantee or its successors in title a Deed of Covenant in the form approved by the Grantee (such approval not to be unreasonably withheld or delayed).</p>
<b>14.</b>	<b>Restrictions within Option Area</b>	<p>During the Option Period the Grantor, and the occupier if applicable, are not to carry out activities within the Option Area that may prejudice the rights to be acquired by the Grantee, unless they have prior written consent of the Grantee (not to be unreasonably withheld). These activities include but are not limited to, construction of any buildings, development of land for any purpose other than the existing use, land drainage works, tree or hedgerow planting, excavations, installation of roads or access tracks, installation of dykes, ditches or hard boundaries, piling, installation of renewable energy technology, and any other work which would constitute development of the land forming the Option Area. Subject to the above restrictions the Grantor may undertake normal agricultural operations within the Option Area without the consent of the Grantee.</p>
<b>15.</b>	<b>Pre-Entry &amp; Survey Works</b>	<p>During the Option Period the Grantee shall be entitled to enter onto the Grantor's Land with or without its appointed contractors or agents upon giving not less than 7 days' prior notice to the Grantor for the purposes of undertaking reasonable site investigations or surveys and carrying out a photographic schedule of condition, subject (in the case of surveys) to the requisite compensation payments being made in line with the National Grid Land Rights Strategy and Payment Schedule for Assets. A schedule of condition will be undertaken prior to any enabling or construction works. The Grantee shall be entitled to enter onto the Grantor's Land in order to undertake enabling works including but not limited to removal of any affected hedgerows and carry out any environmental mitigation works required.</p>
<b>16.</b>	<b>Ancillary Rights for Utilities</b>	<p>The Grantor agrees to grant the Grantee and any other relevant third party a Deed of Grant of easement or wayleave across the Grantor's Land to facilitate the installation, diversion or crossing of utility services including water pipes, sewerage systems, surface water drainage systems, gas pipelines, electricity cables, communication cables and any other conducting media as required for the Project. The Grantor shall be entitled to receive any payments made by the relevant utility provider for the grant of the relevant right.</p>
<b>17.</b>	<b>Planning</b>	<p>The Grantor will not make any objection in respect of any planning application or Development Consent Order application which is submitted</p>

**THESE ARE TEMPLATE HEADS OF TERMS FOR THE NORWICH TO TILBURY PROJECT. FORMAL POPULATED HEADS OF TERMS WILL BE ISSUED IN DUE COURSE**

Reference: [●]

Date of issue: [●]

		by the Grantee so far as each relates to the Grantor's Land and will use all reasonable endeavours to assist the Grantee, where required, in obtaining any relevant permission or order.
<b>18.</b>	<b>Grantor's Agents Fees</b>	<p>On exchange of the Option Agreement the Grantee shall pay to the Grantor the Grantor's agent's reasonable and proper costs actually incurred in relation to the negotiation of these Heads of Terms and the Option Agreement in accordance with the National Grid Payment of Surveyors' Fees document. The Agent's fees will be payable based on an hourly rate agreed with National Grid in advance, subject to an initial cap of £2,500.</p> <p>The Agent's fees will be reimbursed up to £1,000 plus irrecoverable VAT invoiced on or after signing of the Heads of Terms, with the remainder payable on exchange of the Option Agreement.</p>
<b>19.</b>	<b>Grantor's Solicitors Fees</b>	<p>On exchange of the Option Agreement, the Grantee will contribute to the Grantor's solicitor's proper and reasonable legal fees up to the maximum sum of £2,750 plus irrecoverable VAT for time associated with negotiating and exchanging the Option Agreement [and agreed form of Deed of Grant]. The Grantee's solicitor will agree and provide an appropriate fee undertaking to the Grantor's solicitor following the agreement and signing of these Heads of Terms by the Grantor and/or their agent (as appropriate).</p>
<b>20.</b>	<b>Alienation</b>	<p>The Grantee may assign or transfer or novate any of the rights and/or obligations under, and/or the benefit of, the Option Agreement [and/or Deed of Grant], whether in whole or in part, without any prior consent of the Grantor to any licenced electricity transmission operator and with the prior written consent of the Grantor (not to be unreasonably withheld or delayed) to any other person.</p>
<b>21.</b>	<b>Insurance &amp; Indemnity</b>	<p>The Grantee shall indemnify the Grantor against all actions which may be brought and all third-party claims and demands which may be made against the Grantor by reason of negligence or breach of its obligations in the Option Agreement [and/or Deed of Grant].</p> <p>The Grantee shall keep and maintain public liability insurance of a minimum amount of £10,000,000 for each and every claim.</p>
<b>22.</b>	<b>Dispute Resolution</b>	<p>If any question, difference, or dispute arises under the terms of the Option Agreement it shall be referred to the determination of an expert experienced in such matters to be agreed between the parties (in the absence of agreement on the expert they will be appointed by the president of the RICS or the CAAV).</p>
<b>23.</b>	<b>Grantor's Obligations re title and VAT</b>	<p>The Grantor shall deduce title to the Option Area and the Grantor's Land.</p> <p>The Grantor shall at the Grantee's reasonable cost produce evidence of the VAT status of the Option Area and the Grantor's Land (including where relevant to opted land, the decision to tax, the notification to and the acknowledgement from HMRC in relation to any option to waive the exemption to VAT).</p>

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Reference: [●]

Date of issue: [●]

**I. PURCHASE [OPTIONAL PAGE]**

<b>1.</b>	<b>Option to Purchase</b>	<p>The Grantee will be granted an option to purchase the land shown shaded XXX on the Option Agreement Plan being the "<b>Purchase Option Area</b>".</p> <p>The Grantee may exercise the option to acquire the whole or part of the Purchase Option Area (the "<b>Purchase Option</b>") at any time during the Option Period by serving a Construction Notice on the Grantor.</p> <p>Completion of the transfer of the whole or part of the Purchase Option Area will take place 20 working days after the exercise of the Purchase Option.</p> <p>The Construction Notice will include a plan showing the extent of the land to be acquired and the purchase price.</p> <p>[The Grantee may serve multiple Construction Notices in respect of the Purchase Option Area so that the Purchase Option may be exercised in phases.]</p> <p>The purchase price will be at the rate of £[●] per acre, subject to CPI review from the date of completion of the Option Agreement to the CPI figure which is published in the month prior to completion and the balance of the purchase price shall be paid in full on completion of the transfer to the Grantee.</p>
<b>2.</b>	<b>Option Fee</b>	<p>10% of the consideration payable on completion of the Option Agreement as detailed in the Payments Schedule.</p> <p>This payment is non-refundable but is deductible upon exercise of the Option.</p>
<b>3.</b>	<b>Grantor's Retained Rights</b>	<p>The transfer from the Grantor to the Grantee shall reserve to the Grantor the following rights:</p> <ul style="list-style-type: none"> <li>(a) right of support;</li> <li>(b) right to develop notwithstanding diminution of light and air to the land transferred; and</li> <li>(c) other rights (if any) as are detailed in the Schedule attached to these heads of terms.</li> </ul>
<b>4.</b>	<b>Rights to be Granted to the Grantee</b>	<p>The transfer from the Grantor to the Grantee shall grant to the Grantee the following rights in favour of the land acquired over the Grantor's retained land which will be identified on the Option Agreement plan:</p> <ul style="list-style-type: none"> <li>(a) right of support;</li> <li>(b) right to install conduits;</li> <li>(c) right to access retained land for purposes of carrying out repairs and maintenance to the land transferred;</li> <li>(d) rights of access as shown on the Plan over the retained land for purposes of access and egress to and from the land transferred; and</li> <li>(e) rights to services.</li> </ul>

THESE ARE TEMPLATE HEADS OF TERMS FOR THE NORWICH TO TILBURY PROJECT. FORMAL POPULATED HEADS OF TERMS WILL BE ISSUED IN DUE COURSE

Reference: [●]

Date of issue: [●]

PAYMENTS SCHEDULE

Acreage	Rate per acre	Payment £
[XX] acres	£[●] per acre	£[●]

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Reference: [●]

Date of issue: [●]

**II. UNDERGROUND CABLE [OPTIONAL PAGE]**

<b>1.</b>	<b>Option Agreement/Deed of Grant</b>	<p>The Grantor and The Grantee will enter into an Option Agreement to acquire a permanent Deed of Grant relating to underground cable(s) and ancillary apparatus.</p> <p>The Option Agreement will provide that the Grantee can call for a Deed of Grant within the Cable Option Area.</p> <p>The Option Agreement will contain rights to lay, install and construct the underground cable(s) within the Cable Option Area and ancillary apparatus anywhere within the Cable Option Area and rights over the Grantor's Land set out in the Option Agreement. During and after construction of the cable(s), the Grantee shall have the benefit of the rights referenced in the Deed of Grant and the Grantor obligations contained in the Deed of Grant.</p> <p>The Option Agreement will contain an irrevocable power of attorney clause appointing the Grantee as attorney to execute the Deed of Grant. This is to ensure that the Deed of Grant is entered into once the installation of the cable(s) is completed and will only be exercised in the event that the Grantor defaults.</p> <p>Completion of the Deed of Grant will take place once the cable(s) and the ancillary apparatus has been installed and the as-built plans showing the route of the cable(s) are available ("Final Easement Area").</p>
<b>2.</b>	<b>Cable Option Area</b>	Shown [outlined XXX] on the Plan
<b>3.</b>	<b>Rights in the Deed of Easement</b>	The Deed of Easement will contain rights to use, maintain, replace underground (buried) cables and associated apparatus and will include rights of access and drainage over the Grantor's Land, and restrictions over the land within the Easement to protect the cables.
<b>4.</b>	<b>Temporary Rights for cable Installation / Construction Works</b>	<p>The Grantee requires entry onto the Cable Option Area for the purposes of construction and associated works and to carry out all works required by the Grantee to construct, lay, and render operational the Cable equipment including without limitation ancillary works of excavation, creation of temporary access roads, resurfacing, protecting, testing and drainage works including any de-watering works.</p> <p>Entry onto the Cable Option Area shall be after 14 days' written notice (the Construction Notice") and after the Entry Payment has been made.</p>
<b>5.</b>	<b>Reinstatement</b>	Following completion of the installation of the cables and all associated apparatus, the Grantee will reinstate the Cable Option Area to the Grantor's reasonable satisfaction and to the reasonable satisfaction of the occupier, if applicable and provided that this is not contrary to the Grantor's reasonable satisfaction, having carried out a photographic pre-entry schedule of condition. A copy of the pre-entry schedule of condition will be provided to the Grantor (and the Grantor's Agent) before commencement of construction.
<b>6.</b>	<b>Land Drainage</b>	The Grantor is (where possible) to make available plans of any existing drainage schemes to the Grantee in advance of construction works. [The Grantee shall employ suitably qualified consultants to carry out a pre and

**THESE ARE TEMPLATE HEADS OF TERMS FOR THE NORWICH TO TILBURY PROJECT. FORMAL POPULATED HEADS OF TERMS WILL BE ISSUED IN DUE COURSE**

Reference: [●]

Date of issue: [●]

		post construction drainage assessment and will implement the requisite recommendations as soon as practicably possible, to ensure where reasonable and appropriate the land drainage systems on the Grantor's Land are left in no worse condition than before the date of the pre-construction drainage assessment, or if to the extent that such damage cannot be made good and where not practical to do so, the Grantor will be compensated.] The Grantee and the Grantor (acting reasonably and without delay) shall agree the methods and timings to be employed in repairing damage to field drainage systems and/or carrying out any additional drainage work determined to be necessary. In the event that the Grantor and the Grantee fail to reach agreement, the decision will be referred to an expert acceptable to both parties.
<b>7.</b>	<b>Construction Best Practice for Underground Cable Installation</b>	All Project works will be carried out in adherence to National Grid's Construction Best Practice for Underground Cable Installation document.
<b>8.</b>	<b>Anticipated Easement Area</b>	Anticipated Easement Area shown in the Payment Schedule located within the Cable Option Area [and shown on the Plan].  Normally expected to be 60 metres or where required wider at each point, on either side where the cables cross a third-party cable, road, railway, river, watercourse, pipe, ditch or other physical obstacle along the section of the cables up to XX metres.
<b>9.</b>	<b>Final Easement Area</b>	The area of the as laid position of the easement, to be determined once the cables have been installed, and shown on a plan to be attached to the final Deed of Grant.
<b>10.</b>	<b>Easement Term</b>	In perpetuity.
<b>11.</b>	<b>Cables</b>	An electricity supply for the transmission of electricity either buried or in one or more ducts or trenching comprising two or more cables and fibre optic cables, lines and associated apparatus to include joints, joint bays, link pillars, marking bands, protective tiles, warning tape, sheaths, tubes or similar and cable markers as have been laid or are to be laid and includes any apparatus and works associated therewith and all signal and other cables and all wrapping and any other equipment constructed on or about or adjacent to the cables and any manhole covers and any ancillary apparatus and works.
<b>12.</b>	<b>Cable Depth</b>	The cables will generally be laid so as to avoid continued interference with normal agricultural operations as far as reasonably practicable. The cables shall be laid to contour with a depth of cover not less than [0.9 ] metres from the original surface to the top of the protective tile above the cables, except where necessary for good engineering reasons and with the agreement of The Grantor and/or occupier if relevant, such agreement not to be unreasonably withheld or delayed.
<b>13.</b>	<b>Consideration</b>	The consideration for the rights granted in the Option Agreement and Deed of Grant will be calculated on the basis of [80% of agreed agricultural land

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Date of issue: [●]

		<p>value ] [50% of agreed value for non – agricultural land] the Final Easement Area ("Agreed Value") and will be paid in the following tranches:</p> <p>(f) 25% of the Agreed Value on exchange of the Option Agreement ("the <b>Option Payment</b>");</p> <p>(g) 50% of the Agreed Value on service of the Construction Notice ("the <b>Construction Notice Entry Payment</b>");</p> <p>(h) 25% of the Agreed Value on completion of the Deed of Grant ("the <b>Balancing Payment</b>").</p> <p>The consideration initially agreed will be based on the Anticipated Easement Area. If the Final Easement Area increases from the Anticipated Easement Area once the Option Agreement is entered into, the Option Agreement provides for an adjustment to the Balancing Payment to increase the overall consideration.</p> <p>The Consideration is detailed in the Payment Schedule together with the payment for any link pillar enclosure.</p>
<b>14.</b>	<b>Completion</b>	<p>The actual completion of the Deed of Grant pursuant to the terms of the Option Agreement shall be 20 working days after the date of service of the Completion Notice.</p>
<b>15.</b>	<b>Incentive Payment</b>	<p><b>Incentive Payments for Permanent Rights</b></p> <p>An incentive payment of 20% of the consideration payable to the Grantor under the Option Agreement for the underground cables is payable in the following circumstances:</p> <p>These heads of terms are returned to the Grantee agreed and signed by the Grantor within an 8 week period of issue by the Grantee to the Grantor; and</p> <p>The Option Agreement is exchanged within 12 weeks of the date that the draft Option Agreement is sent to the Grantor's Solicitor to the email address of the individual named in these heads of terms by the Grantee's Solicitor.</p>

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Reference: [●]

Date of issue: [●]

## **PAYMENT SCHEDULE**

<b>Easement Calculation</b>	<b>Total</b>
<b>Total Easement Consideration</b> Length of Cable: [●] metres Easement Area: [●] acres Land Value: [●] per acre  <b>Total Payment based on [80%] / [50%] of land value: £[●]</b> <b>Incentive Payment based on 20% of the Total Payment: £[●]</b>  <div style="text-align: right;"><b>TOTAL PAYMENT</b></div>	<div style="text-align: right;"><b>£[●]</b></div>
<b>Initial Payment</b> 25% payable on exchange of Option Agreement to Grant an Easement	<div style="text-align: right;"><b>£[●]</b></div>
<b>Entry Payment</b> 50% payable on taking entry onto land for construction under Option Agreement to Grant an Easement	<div style="text-align: right;"><b>£[●]</b></div>
<b>Easement Completion Payment</b> 25% payable on completion of Easement following construction together with any other payment already agreed ("the Balancing Payment").	<div style="text-align: right;"><b>£[●]</b></div>
<b>Other apparatus</b>	
Above ground apparatus (link pillar enclosure or similar)	<div style="text-align: right;"><b>£500 per enclosure</b></div>

All payments are subject to CPI increase from the date of completion of the Option Agreement for Easement until payment (using the CPI data available at the date of payment).



**THESE ARE TEMPLATE HEADS OF TERMS FOR THE NORWICH TO TILBURY PROJECT. FORMAL POPULATED HEADS OF TERMS WILL BE ISSUED IN DUE COURSE**

Reference: [●]

Date of issue: [●]

**III. OVERHEAD LINE [OPTIONAL PAGE]**

<b>1.</b>	<b>Option Agreement/Deed of Grant</b>	<p>The Grantor and The Grantee will enter into an Option Agreement to acquire a permanent Deed of Grant relating to electric lines and where relevant towers and ancillary apparatus ("OHL").</p> <p>The Option Agreement will provide that the Grantee can call for a Deed of Grant within the OHL Option Area.</p> <p>The Option Agreement will contain rights to install and construct the OHL anywhere within the OHL Option Area and rights over the Grantor's Land referred to in the Option Agreement. During and after construction of the OHL, the Grantee shall have the benefit of the rights referenced in the Deed of Grant and the Grantor obligations contained in the Deed of Grant.</p> <p>The Option Agreement will contain an irrevocable power of attorney clause appointing the Grantee as attorney to execute the Deed of Grant. This is to ensure that the Deed of Grant is entered into once the installation of the OHL is completed and will only be exercised in the event that the Grantor defaults.</p> <p>Completion of the Deed of Grant will take place once the OHL has been installed and the as-built plans showing the route of the OHL are available.</p>
<b>2.</b>	<b>OHL Option Area</b>	Shown [shaded XXX] on the Plan
<b>3.</b>	<b>Rights in the Deed of Easement</b>	The Deed of Easement will contain rights to use, maintain, replace the OHL and will include rights of access and drainage over the Grantor's Land, and restrictions over the land within the Easement to protect the cables.
<b>4.</b>	<b>Temporary Rights for cable Installation / Construction Works</b>	<p>The Grantee requires entry onto the OHL Option Area for the purposes of construction and associated works and to carry out all works required by the Grantee to construct and render operational the OHL including without limitation ancillary works of excavation, creation of temporary access roads, resurfacing, protecting, testing and drainage works including any de-watering works.</p> <p>Entry onto the OHL Option Area shall be after 14 days' written notice (the "Construction Notice") and after the Entry Payment has been made.</p>
<b>5.</b>	<b>Reinstatement</b>	Following completion of the installation of the OHL, the Grantee will reinstate the OHL Option Area to the Grantor's reasonable satisfaction and to the reasonable satisfaction of the occupier, if applicable and provided that this is not contrary to the Grantor's reasonable satisfaction, having carried out a photographic pre-entry schedule of condition. A copy of the pre-entry schedule of condition will be provided to the Grantor (and the Grantor's Agent).
<b>6.</b>	<b>Land Drainage</b>	The Grantor is (where possible) to make available plans of any existing drainage schemes to the Grantee in advance of construction works. The Grantee shall ensure where reasonable and appropriate the land drainage systems on the Grantor's Land are left in no worse condition than before the date of entry for construction and associated works, or if to the extent that such damage cannot be made good and where not practical to do so, the Grantor will be compensated.

**THESE ARE TEMPLATE HEADS OF TERMS FOR THE NORWICH TO TILBURY PROJECT. FORMAL POPULATED HEADS OF TERMS WILL BE ISSUED IN DUE COURSE**

Reference: [●]

Date of issue: [●]

<b>7.</b>	<b>Construction Best Practice for OHL</b>	All Project works will be carried out in adherence to National Grid's Construction Best Practice for Overhead Line Installation.
<b>8.</b>	<b>Anticipated OHL</b>	Anticipated OHL is shown in the Payment Schedule, located within the OHL Option Area [and shown on the Plan].
<b>9.</b>	<b>Final OHL</b>	To be determined once the OHL has been installed and shown on a plan to be attached to the final Deed of Grant.
<b>10.</b>	<b>Easement Term</b>	In perpetuity.
<b>11.</b>	<b>OHL</b>	The overhead lines (shown in the indicative positions approximately indicated by [a] solid [XXX] line[s] on the Plan and subject to their maximum swing shown approximately with a dashed XXX line) for transmitting electricity for the purposes of its or their operations together with an earth wire[s] fibre optic cables (in connection with the use of the Grantee's Undertaking only) [and the Towers (if any) for supporting the same] together with such ancillary equipment and apparatus as may be required by the Grantee
<b>12.</b>	<b>Consideration</b>	<p>The consideration for the rights granted in the Option Agreement and Deed of Grant will be calculated and payable in accordance with the Grantee's Land Rights Strategy and detailed in the Payments Schedule and will be paid in the following tranches:</p> <ul style="list-style-type: none"> <li>(a) 25% of the Agreed Value on exchange of the Option Agreement ("the <b>Option Payment</b>");</li> <li>(b) 50% of the Agreed Value on service of the Construction Notice ("the <b>Construction Notice Entry Payment</b>");</li> <li>(c) 25% of the Agreed Value on completion of the Deed of Grant ("the <b>Balancing Payment</b>").</li> </ul> <p>The consideration initially agreed will be based on the Anticipated OHL. If the Final OHL increases from the Anticipated OHL once the Option Agreement is entered into, the Option Agreement provides for an adjustment to the Balancing Payment to increase the overall consideration.</p>
<b>13.</b>	<b>Completion</b>	The actual completion of the Deed of Grant pursuant to the terms of the Option Agreement shall be 20 working days after the date of service of the Completion Notice.
<b>14.</b>	<b>Incentive Payment</b>	<p><b>Incentive Payments for Permanent Rights</b></p> <p>An Incentive Payment of 20% of the consideration payable to the Grantor for the electric lines and where relevant towers and ancillary apparatus under the Option Agreement is payable in the following circumstances:</p> <p>These heads of terms are returned to the Grantee agreed and signed by the Grantor within an 8 week period of issue by the Grantee to the Grantor; and</p> <p>The Option Agreement is exchanged within 12 weeks of the date that the draft Option Agreement is sent to the Grantor's Solicitor to the e mail address of the individual named in these heads of terms by the Grantee's Solicitor.</p>

**THESE ARE TEMPLATE HEADS OF TERMS FOR THE NORWICH TO TILBURY PROJECT. FORMAL POPULATED HEADS OF TERMS WILL BE ISSUED IN DUE COURSE**

Reference: [●]

Date of issue: [●]

**PAYMENT SCHEDULE**

Asset/Land/Rights	Number/Length/Area	Rate	Total
New Tower - Arable Land	X	£8,000	£[●]
New Tower – Permanent Grass Land	X	£6,000	£[●]
Note that the following oversail payments only apply where no tower rights are required			
New Oversail: 100m+	X	£1,000	£[●]
New Oversail: 50-99m	X	£750	£[●]
New Oversail: 0-49m	X	£500	£[●]
<b>Incentive Payment based on 20% of total of above payment(s)</b>			
<b>Total</b>			£[●]
<b>Initial Payment</b> 25% payable on exchange of Option Agreement to Grant an Easement			£[●]
<b>Entry Payment</b> 50% payable on taking entry onto land for construction under Option Agreement to Grant an Easement			£[●]
<b>Easement Completion Payment</b> 25% payable on completion of Easement following construction together with any other payment already agreed ("the Balancing Payment").			£[●]

Reference: [●]

Date of issue: [●]

#### **IV. [TEMPORARY COMPOUND] [WORKS] LEASE [OPTIONAL PAGE]**

<b>1.</b>	<b>Option for Temporary Works Compound(s)</b>	<p>The Grantor agrees to grant to the Grantee an option and subsequent lease affecting that part of the Grantor's Land shown on the Option Agreement Plan (the "[<b>Temporary Compound</b>][<b>Works</b>] <b>Lease Option Area</b>") for the purposes of a [Temporary Compound] [Works Area].</p> <p>The Grantee may exercise the option at any time during the Option Period by serving a Construction Notice on the Grantor.</p> <p>Completion of the lease of the whole or part of the [Temporary Compound][Works] Lease Option Area will take place 20 working days after the exercise of the Option. The Grantee shall then be entitled to take occupation of the [Temporary Compound][Works] Lease Option Area to carry out all works associated with a [Temporary Compound][Works Area], including temporary storage of plant or equipment and machinery, offices, portacabins, welfare facilities including toilets, electricity generators and vehicular parking and (where necessary) any other use in connection with the Scheme (but excluding residential use), use for a temporary means of access with or without vehicles, plant, machinery and equipment in connection with the Scheme and any use in connection with the works.</p> <p>The Construction Notice will include a plan showing the extent of the land to be leased and details of the annual rental to be paid based on the area to be leased.</p> <p>The rent payable under the Lease will be £X per square metre/annum, payable from the date of completion of the Lease.</p> <p>The term of the Lease will be for [X years/months] [with the ability for the Grantee to extend for a period of up to [X years/months]].</p> <p>The Lease will be excluded from the security of tenure provisions of the Landlord and Tenant Act 1954.</p> <p>The Grantee shall have the right to terminate the Lease at any time upon the service of not less than 3 months' notice on the Grantor.</p>
<b>2.</b>	<b>Topsoil</b>	<p>The Tenant may remove topsoil and lay a suitable ground stabilisation, compound surface or similar on the demised land.</p> <p>Any soil removed will be stored and maintained for re-use in connection with restoration.</p>
<b>3.</b>	<b>Buildings</b>	The Grantee shall not construct any permanent buildings.
<b>4.</b>	<b>Reinstatement</b>	The Lease will provide for the Grantee to restore the area leased to the reasonable satisfaction of the Grantor and having carried out a photographic pre-entry schedule of condition. A copy of the pre-entry schedule of condition will be provided to the Grantor (and the Grantor's Agent) before commencement of construction. In the alternative the Grantee will pay compensation.
<b>5.</b>	<b>Rent</b>	Payable annually in advance from the date of completion of the lease.

THESE ARE TEMPLATE HEADS OF TERMS FOR THE NORWICH TO TILBURY PROJECT. FORMAL POPULATED HEADS OF TERMS WILL BE ISSUED IN DUE COURSE

Reference: [●]

Date of issue: [●]

**PAYMENT SCHEDULE**

Area (square metres)	Rate per square metre	Payment £
XX	£X per m2 /annum	£XX

**THESE ARE TEMPLATE HEADS OF TERMS FOR THE NORWICH TO TILBURY PROJECT. FORMAL POPULATED HEADS OF TERMS WILL BE ISSUED IN DUE COURSE**

Reference: [●]

Date of issue: [●]

**V. [PERMANENT] [TEMPORARY] [ACCESS] [DRAINAGE] EASEMENT [OPTIONAL PAGE]**

<b>1.</b>	<b>Option Agreement/Deed of Grant</b>	<p>The Grantor and The Grantee will enter into an Option Agreement to acquire a [permanent] [temporary] Deed of Grant relating to [drainage systems] [access ways] and ancillary apparatus.</p> <p>The Option Agreement will provide that the Grantee can call for a Deed of Grant within the [Access] [Drainage] Option Area.</p> <p>The Option Agreement will contain rights to lay, install and construct the [drainage systems] [access ways] and ancillary apparatus anywhere within the [Access] [Drainage] Option Area and rights over the Grantor's Land set out in these heads of terms. During and after construction of [drainage systems] [access ways], the Grantee shall have the benefit of the rights referenced in the Deed of Grant and the Grantor obligations contained in the Deed of Grant.</p> <p>The Option Agreement will contain an irrevocable power of attorney clause appointing the Grantee as attorney to execute the Deed of Grant. This is to ensure that the Deed of Grant is entered into once the installation of the cable(s) is completed and will only be exercised in the event that the Grantor defaults.</p> <p>Where the Deed of Grant is in perpetuity completion of the Deed of Grant will take place once the [drainage systems] [access ways] and the ancillary apparatus has been installed and the as-built plans showing the route of the [drainage systems] [access ways] are available ("<b>Final Easement Area</b>").</p>
<b>2.</b>	<b>[Access] [Drainage] Option Area</b>	Shown [shaded XXX] on the Plan.
<b>3.</b>	<b>Rights in the Deed of Easement</b>	The Deed of Easement will contain rights to use, maintain, replace the [drainage systems] [access ways] and associated apparatus and will include rights of access and drainage over the Grantor's Land, and restrictions over the land within the Easement to protect the [drainage systems] [access ways].
<b>4.</b>	<b>Temporary Rights for [drainage systems] [access ways] Installation / Construction Works</b>	<p>The Grantee requires entry onto the [Access] [Drainage] Option Area for the purposes of construction and associated works and to carry out all works required by the Grantee to construct, lay, and render operational the [drainage systems] [access ways] including without limitation ancillary works of excavation, creation of temporary access roads, resurfacing, protecting, testing and drainage works including any de-watering works.</p> <p>Entry onto the [Access] [Drainage] Option Area shall be after 14 days written notice (the "<b>Construction Notice</b>") and after the Entry Payment has been made.</p>
<b>5.</b>	<b>Reinstatement</b>	Following completion of the installation of the [drainage systems] [access ways] and all associated apparatus, the Grantee will reinstate the [Access] [Drainage] Option Area to the Grantor's reasonable satisfaction and to the reasonable satisfaction of the occupier, if applicable and provided that this is not contrary to the Grantor's reasonable satisfaction, having carried out a photographic pre-entry schedule of condition. A copy of the pre-entry

**THESE ARE TEMPLATE HEADS OF TERMS FOR THE NORWICH TO TILBURY PROJECT. FORMAL POPULATED HEADS OF TERMS WILL BE ISSUED IN DUE COURSE**

Reference: [●]

Date of issue: [●]

		schedule of condition will be provided to the Grantor (and the Grantor's Agent) before commencement of construction.
<b>6.</b>	<b>Land Drainage</b>	The Grantor is (where possible) to make available plans of any existing drainage schemes to the Grantee in advance of construction works. The Grantee shall ensure where reasonable and appropriate the land drainage systems on the Grantor's Land are left in no worse condition than before the date of entry for construction and associated works, or if to the extent that such damage cannot be made good and where not practical to do so, the Grantor will be compensated.
<b>7.</b>	<b>Anticipated Easement Area</b>	Anticipated Easement Area shown in the Payment Schedule located within the [Access][Drainage] Option Area [and shown on the Plan].
<b>8.</b>	<b>Final Easement Area</b>	The area of the as laid position of the easement, to be determined once the [drainage works] [access ways] have been installed and shown on a plan to be attached to the final Deed of Grant.
<b>9.</b>	<b>Easement Term</b>	[In perpetuity]. [[●] Years]
<b>10.</b>	<b>Consideration</b>	<p>The consideration is detailed in the Payments Schedule and will be paid in the following tranches:</p> <p>(a) [25% of the Agreed Value on exchange of the Option Agreement ("the <b>Option Payment</b>")];</p> <p>(b) 50% of the Agreed Value on service of the Construction Notice ("the <b>Construction Notice Entry Payment</b>");</p> <p>(c) 25% of the Agreed Value on completion of the Deed of Grant ("the <b>Balancing Payment</b>").]</p> <p><b>OR</b></p> <p>[(a) 25% of the Agreed Value on exchange of the Option Agreement ("the <b>Option Payment</b>")];</p> <p>(b) 75% of the Agreed Value on service of the Construction Notice ("the <b>Construction Notice Entry Payment</b>").]</p> <p>The consideration initially agreed will be based on the Anticipated Easement Area. If the Final Easement Area increases from the Anticipated Easement Area once the Option Agreement is entered into, the Option Agreement provides for an adjustment to the Balancing Payment to increase the overall consideration.</p>
<b>11.</b>	<b>Completion</b>	[Where the Deed of Grant is in perpetuity the actual completion of the Deed of Grant pursuant to the terms of the Option Agreement and shall be 20 working days after the date of service of the Completion Notice.] [Where the Deed of Grant is for a period of years actual completion of the Deed of Grant shall take place 14 days after service of the Construction Notice].

**THESE ARE TEMPLATE HEADS OF TERMS FOR THE NORWICH TO TILBURY PROJECT. FORMAL POPULATED HEADS OF TERMS WILL BE ISSUED IN DUE COURSE**

Reference: [●]

Date of issue: [●]

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**PAYMENT SCHEDULE**

<b>Easement Calculation</b>	<b>Total</b>
<b>Total Easement Consideration</b> [£1,000 per tower accessed]. [drainage easement] XXXXXX  <b>TOTAL PAYMENT</b>	£[●]
<b>Initial Payment</b> 25% payable on exchange of Option Agreement to Grant an Easement	£[●]
<b>Entry Payment</b> 50% payable on taking entry onto land for construction under Option Agreement to Grant an Easement	£[●]
<b>Easement Completion Payment</b> [25%] [75%] payable on completion of Easement following [construction] [service of Construction Notice] together with any other payment already agreed ("the Balancing Payment").	£[●]

All payments are subject to CPI increase from the date of completion of the Option Agreement for Easement until payment (using the CPI data available at the date of payment).



**THESE ARE TEMPLATE HEADS OF TERMS FOR THE NORWICH TO TILBURY PROJECT. FORMAL POPULATED HEADS OF TERMS WILL BE ISSUED IN DUE COURSE**

Reference: [●]

Date of issue: [●]

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Landowner Name  
Landowner Address

Fisher German LLP  
The Atrium Risby Business Park  
Risby  
Bury St Edmunds  
Suffolk  
IP28 6RD  
  
t. 0808 1753314  
e. [norwich-tilbury@fishergerman.co.uk](mailto:norwich-tilbury@fishergerman.co.uk)

Our Reference: Party ID

Dear Landowner

## **National Grid – Norwich to Tilbury Project**

### **Heads of Terms: Without Prejudice and Subject to Contract**

As you are aware National Grid Electricity Transmission (NGET) have been consulting on their proposals for the Norwich to Tilbury Project over a number of years now, including three rounds of project-wide consultation and then further localised engagement. NGET are currently preparing to submit an application for a Development Consent Order (DCO) this Summer. That application will include powers of compulsory acquisition and statutory temporary use.

It is NGET's intention and preference to negotiate and secure voluntary agreements for the land rights required to construct and operate the Norwich to Tilbury Project. The first stage to progress voluntary agreements is sharing the Norwich to Tilbury project template Heads of Terms (HOTs) which include reference to the various land and/or rights NGET will be seeking to acquire. This includes land for substations, and rights for underground cables, overhead lines, construction compounds and both temporary and permanent rights required for access, construction, drainage, maintenance, mitigation and dismantling of redundant infrastructure. Please find enclosed the Norwich to Tilbury project template Heads of Terms for your reference and review.

Over the coming weeks, you will then receive formal populated Heads of Terms, which will be specific to your land holding and will set out the specific rights being sought from you. The populated Heads of Terms document will include the detail of how your land is proposed to be affected, via an accompanying plan showing the areas of land over which various land and/or rights are being sought, and the associated commercial proposals from NGET in line with their Land Rights Strategy.

Included within these HoTs are a number of references to NGET policies. These are also enclosed with this letter for your reference:

### **1. National Grid - Land Rights Strategy and Payment Schedule for Assets (V1)**

All affected landowners are offered Option Agreements to enable National Grid to acquire land, permanent rights over land or to obtain temporary land rights over your land in line with the proposals that will form part of NGET's application for DCO consent.

National Grid seeks temporary rights for construction activities, and permanent land and/or rights (easements) for the "as-built" assets (including all maintenance rights, access, drainage and landscaping/environmental mitigation that may be required for the project).

In parallel with seeking voluntary agreements, and as is standard through the DCO process, National Grid will apply for powers to compulsorily acquire land or rights as a fall back, should Option Agreements not be secured voluntarily or should there be any issue with implementation of voluntary agreements (e.g. due to events such as insolvency, death/intestacy, loss of capacity etc). National Grid's preference will always be to secure land rights on a voluntary basis, but due to its statutory duties it includes these powers, should they be needed.

## **2. National Grid - Construction best practice for underground cable installation (V1) and Construction best practice for overhead line installation (V1)**

These two documents set out National Grid's approach to good practice on work carried out to install, maintain and operate equipment on, over, in or under land and what you as landowner or occupier can expect.

Once Heads of Terms are agreed, NGET's legal advisors will produce an Option Agreement for review by your appointed solicitor. While the Heads of Terms are not legally binding, they set out the key principles that will form part of the Option Agreement and other documents which will become legally binding.

## **3. National Grid – Payment of Surveyors' Fees (V6)**

This document sets out the basis for the assessment of surveyors' fees which would be reimbursed by National Grid, where the surveyors are retained by the landowners/occupiers in question.

### **We would recommend that:**

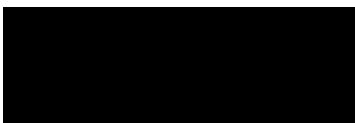
If you have not already done so, we would suggest appointing a Land Agent to act on your behalf, who will be able to assist with the progression of the Heads of Terms. Please let us know who has been appointed to act on your behalf and we will issue them a copy of this correspondence to discuss in further detail. Should you have already notified us that you have instructed a Land Agent on your behalf, we will have also sent them a copy of this letter and the enclosed documents.

You will receive the populated Heads of Terms shortly and we will be in contact to arrange a meeting to discuss them with you and your appointed agent. If however you wish to discuss anything relevant to this letter or the rights being pursued by NGET in advance of us contacting you or your agent to arrange a meeting, then please call Fisher German on 0808 1753314 or email us at [norwich-tilbury@fishergerman.co.uk](mailto:norwich-tilbury@fishergerman.co.uk)

Information about the Norwich to Tilbury Project, can be found on the Project website <https://www.nationalgrid.com/electricity-transmission/network-and-infrastructure/infrastructure-projects/norwich-to-tilbury> The 'Document Library' tab on the project website includes all information related to the Norwich to Tilbury Project

We look forward to being in contact with you shortly.

Yours sincerely,



**Fisher German LLP on behalf of National Grid**

Enc:

- NGET template Heads of Terms
- NGET Land Rights Strategy and Payment Schedule for Assets (V1)
- National Grid - Construction best practice for underground cable installation (V1)
- National Grid - Construction best practice for overhead line installation (V1)
- National Grid – Payment of Surveyors' Fees (V6)

**EXHIBIT WB16**

[REDACTED]

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**From:** [REDACTED]  
**Sent:** 27 August 2025 15:26  
**To:** Norwich toTilbury  
**Cc:** William Barton; Oliver North; H&O Godbold; Jeremy Stanton  
**Subject:** Letter, 30/7/2025, Norwich to Tilbury Project, Heads of Terms. [Filed 14 Dec 2025 19:33]

Ref: 9646

Dear Fisher German,

I refer to your letter of 30/7/25.

In my letter of 27<sup>th</sup> June 2025, I confirmed that the Land Agents who will represent us on this project will be Landbridge, [REDACTED]. I assume that you have sent them an email copy of the 30/7 letter, as you have detailed within that letter.

Our legal representation will be provided by Birketts LLP; I have copied Mr Jeremy Stanton, of Birketts, in to this email.

Thank you for providing a copy of the draft Heads of Terms, and we look forward to when we have an opportunity to discuss these in detail. However, can I take this opportunity to raise an immediate concern about the manner in which National Grid intend to 'cap' the fees payable to those that support us. I am referring to items 18 and 19 in the Template Heads of Terms. You will be aware that, due to the proximity of our farm to the Bramford sub station, the level of activity on our property will be both intense, and invasive. The plan is that several new pylons will be installed on our farmland, and that the existing power lines will be re-located underground. Given this level of activity and complexity we consider the cap on fees, as proposed, to be unrealistic, unreasonable, and an issue that merits further discussion.

As mentioned in my letter of 27/6/2025, we look forward to an in person meeting to discuss these and other issues, at your earliest convenience

Yours sincerely,

Stephen Baker  
For  
H & O Godbold, [REDACTED] Farm.  
.

## **EXHIBIT WB17**

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**From:** Norwich to Tilbury <[Norwich-Tilbury@fishergerman.co.uk](mailto:Norwich-Tilbury@fishergerman.co.uk)>

**Sent:** 03 September 2025 13:08

**To:** [REDACTED]

**Subject:** Client Heads of Terms Mailpacks

Dear Will and Oliver,

We have started sending out heads of terms to landowners involved in the Norwich to Tilbury project.

Please find attached heads of terms mailpacks that have been sent out to your clients at present.

Kind Regards,  
Harry  
Norwich to Tilbury

For and on Behalf of Fisher German LLP

0808 1753314

**fisher  
german**



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**EXHIBIT WB18**

Personal Representative to the Estate of Herbert Earthy Godbold



Fisher German LLP  
The Atrium Risby Business Park  
Risby  
Bury St Edmunds  
Suffolk  
IP28 6RD

t. 0808 1753314  
e. norwich-tilbury@fishergerman.co.uk

Our Reference: NG/FG/N-T/14468

**IMPORTANT – THIS COMMUNICATION AFFECTS YOUR PROPERTY**

Dear Personal Representative to the Estate of Herbert Earthy Godbold

**National Grid – Norwich to Tilbury Project**

**Offer of Terms: Without Prejudice and Subject to Contract**

As you are aware, National Grid Electricity Transmission Plc (NGET) has been consulting on its proposals for the Norwich to Tilbury Project over a number of years now, including three rounds of project-wide consultation and then further localised engagement. This has enabled us to confirm the land rights we require to construct and operate the Norwich to Tilbury Project.

NGET is currently preparing to submit an application for a Development Consent Order (DCO) for the Norwich to Tilbury Project.

The Norwich to Tilbury Project is a critical nationally significant infrastructure project intended to support the UK's net zero target through the connection of new low carbon energy generation in East Anglia and by reinforcing the transmission network. As a consequence, and in order to enable construction and operation of the Norwich to Tilbury Project, NGET will seek, as part of its DCO application, powers of compulsory acquisition and temporary possession.

The application for the Norwich to Tilbury Project includes or affects land we believe you own, as shown on the plan(s) enclosed. Please note that in some instances the boundaries marked out on the enclosed plan(s) could deviate slightly from previous consultation plans where we have made minor changes to the preferred proposal.

It remains NGET's intention and preference to negotiate and secure voluntary agreements for the land and rights required to construct and operate the Norwich to Tilbury Project.

In continuation of this process, and further to previous correspondence, **this letter and its enclosures constitutes NGET's formal offer to acquire from you, by way of voluntary agreement, the specific land and/ or rights which NGET requires in order to construct and operate the Norwich to Tilbury Project.**

The enclosed Heads of Terms (HoTs) explain how your land is proposed to be affected, with reference to the accompanying plan(s) showing the areas of land over which various land and/or rights are being sought by NGET in line with its Land Rights Strategy.



Date: 31<sup>st</sup> October 2025  
Our Reference: NG/FG/N-T/14468

**nationalgrid**

**fisher  
german**

We have previously sent you copies of relevant NGET policies which should be read in conjunction with these HoTs. A summary of these policy documents is included as an Appendix to this letter.

With reference to those existing policy documents, and in accordance with NGET's Payment Schedule for New Electricity Transmission Assets, the enclosed HoTs are issued to you on the following basis:

- at completion of the Option Agreement, NGET will reimburse any reasonable, proper and evidenced fees (exclusive of irrecoverable VAT) incurred by you in seeking valuation and legal advice on NGET's offer of terms, provided that all such sums are first agreed between your professional advisers and NGET before any undertakings are given to discharge such fees;
- NGET will prepare and complete the formal documents at its own cost without unreasonable delay;
- NGET will make good or compensate you for any loss or damage, in accordance with the covenants in the Deed of Grant; and
- NGET will make payment for the easement detailed in the Key Terms.

Please note that the Project will apply the Incentive Payment structure referred to in the above Payment Schedule. We will contact you with more details on how this will be implemented and applied in due course.

If you have not already done so, we would recommend appointing a Land Agent to act on your behalf, who will be able to assist with the progression of the HoTs. Please let us know who has been appointed to act on your behalf and we will issue them a copy of this correspondence to discuss in further detail. Should you have already notified us that you have instructed a Land Agent on your behalf, we will also send them a copy of this letter and the enclosed documents.

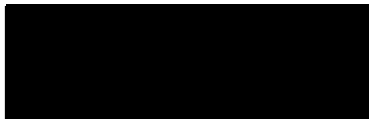
Once you have reviewed the enclosed offer, we would be grateful if you would confirm acceptance of the HoTs by returning a signed copy, and in addition once you have instructed a solicitor, confirm their details with us.

National Grid will then instruct its own solicitor to draft and issue the Option Agreement and the relevant land rights document(s) to your appointed solicitor.

If you wish to discuss anything relevant to this letter or the rights being pursued by NGET, please call Fisher German on 0808 1753314 or email us at [norwich-tilbury@fishergerman.co.uk](mailto:norwich-tilbury@fishergerman.co.uk)

We look forward to being in contact with you shortly.

Yours sincerely,



**Fisher German LLP on behalf of National Grid Electricity Transmission Plc**

Enc:

- Heads of Terms
- Plans

## Appendix

### Summary of Relevant NGET Policy Documentation

#### 1. National Grid - Land Rights Strategy and Payment Schedule for Assets (V1)

All affected landowners are offered Option Agreements to enable NGET to acquire land, permanent rights over land or to obtain temporary land rights over your land in line with the proposals that will form part of NGET's application for DCO consent.

NGET seeks temporary rights for construction activities, and permanent land and/or rights (easements) for the "as-built" assets (including all maintenance rights, access, drainage and landscaping/environmental mitigation that may be required for the Project).

Once HoTs are agreed, NGET's legal advisors will produce an Option Agreement for review by your appointed solicitor. Whilst the HoTs are not legally binding, they set out the key principles that will form part of the Option Agreement and other documents which will become legally binding.

In parallel with seeking voluntary agreements, and as is standard through the DCO process, NGET will apply for powers to temporarily possess and/or compulsorily acquire land or rights as a fall back, should Option Agreements not be secured voluntarily or should there be any issue with implementation of voluntary agreements (e.g. due to events such as insolvency, death/intestacy, loss of capacity etc). NGET's preference will always be to secure land rights on a voluntary basis.

#### 2. National Grid - Construction best practice for underground cable installation (V1) and Construction best practice for overhead line installation (V1)

These two documents set out NGET's approach to good practice on work carried out to install, maintain and operate equipment on, over, in or under land and what you as landowner or occupier can expect.

#### 3. National Grid – Payment of Surveyors' Fees (V6)

This document sets out the basis for the assessment of surveyors' fees which would be reimbursed by NGET, where the surveyors are retained by the landowners/occupiers in question.

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## NORWICH TO TILBURY

### HEADS OF TERMS

#### Option Agreement to Grant an Easement for National Grid Electricity Transmission to acquire rights and purchase land.

These Heads of Terms are not intended to create any legally binding obligations and are subject to contract and completion of formally executed legal documentation.

#### Without Prejudice Confidential and Subject to Contract

1.	<b>The Project</b>	Norwich to Tilbury
2.	<b>Grantor (Landowner)</b>	Olive Ann Godbold of [REDACTED] & Personal Representative to the Estate of Herbert Earthy Godbold of [REDACTED]
3.	<b>Grantee</b>	National Grid Electricity Transmission PLC (company number <b>02366977</b> ), 1-3 Strand, London WC2N 5EH (" <b>National Grid</b> ")
4.	<b>Grantor's Agent</b>	William Barton of Landbridge, Rivers Court, High Street, Sproughton, Ipswich, Suffolk, IP8 3AP. 01473 461203
5.	<b>Grantor's Solicitor</b>	Please confirm your appointed solicitor's name, firm, and contact details
6.	<b>Grantee's Agent</b>	Fisher German LLP, Norwich to Tilbury Lands Team, The Atrium Risby Business Park, Risby, Bury St Edmunds, Suffolk IP28 6RD
7.	<b>Grantee's Solicitor</b>	Bryan Cave Leighton Paisner, Governors House, 5 Laurence Pountney Hill, London EC4R 0BR
8.	<b>Plans</b>	The plans attached to these Heads of Terms reference HoT_BC1_SK316171.
9.	<b>Grantor's Land</b>	The freehold land shaded green on the Plans together with additional rights and interests that the Grantor may have in the subsoil or the adjoining highways, road, drains, ditches, watercourses, riparian rights and tracks forming the land registered at the Land Registry with title number(s) SK316171.
10.	<b>Option Area</b>	The area of land over which the Grantee will have an Option is shown edged red on the attached Plan(s).
11.	<b>Option Period</b>	7 years from the date of exchange of the Option Agreement within which to serve the Construction Notice.

<b>12.</b>	<b>Other Interests</b>	<p>It is for the Grantor to secure consent from tenants, occupiers and mortgagees and unless otherwise agreed by the Grantee on a case by case basis the beneficiaries of any restrictive covenant which would be breached by the carrying out of the Project works.</p> <p>Reasonable costs incurred by the Grantor for gaining the consent of mortgagors or lenders (such as the Agricultural Mortgage Corporation (AMC)) will be reimbursed by the Grantee, subject to the value being agreed between the parties in writing prior to the cost being incurred.</p>
<b>13.</b>	<b>New Interests</b>	<p>In the case of all disposals of land or rights in land, the Grantor is required to execute and deliver to the Grantee or its successors in title a Deed of Covenant in the form approved by the Grantee (such approval not to be unreasonably withheld or delayed).</p>
<b>14.</b>	<b>Restrictions within Option Area</b>	<p>During the Option Period the Grantor, and the occupier if applicable, are not to carry out activities within the Option Area that may prejudice the rights to be acquired by the Grantee, unless they have prior written consent of the Grantee (not to be unreasonably withheld). These activities include but are not limited to, construction of any buildings, development of land for any purpose other than the existing use, land drainage works, tree or hedgerow planting, excavations, installation of roads or access tracks, installation of dykes, ditches or hard boundaries, piling, installation of renewable energy technology, and any other work which would constitute development of the land forming the Option Area. Subject to the above restrictions the Grantor may undertake normal agricultural operations within the Option Area without the consent of the Grantee.</p>
<b>15.</b>	<b>Pre-Entry &amp; Survey Works</b>	<p>During the Option Period the Grantee shall be entitled to enter onto the Grantor's Land with or without its appointed contractors or agents upon giving not less than 7 days' prior notice to the Grantor for the purposes of undertaking reasonable site investigations or surveys and carrying out a photographic schedule of condition, subject (in the case of surveys) to the requisite compensation payments being made in line with the National Grid Land Rights Strategy and Payment Schedule for Assets. A schedule of condition will be undertaken prior to any enabling or construction works. The Grantee shall be entitled to enter onto the Grantor's Land in order to undertake enabling works including but not limited to removal of any affected hedgerows and carry out any environmental mitigation works required.</p>
<b>16.</b>	<b>Ancillary Rights for Utilities</b>	<p>The Grantor agrees to grant the Grantee and any other relevant third party a Deed of Grant of easement or wayleave across the Grantor's Land to facilitate the installation, diversion or crossing of utility services including water pipes, sewerage systems, surface water drainage systems, gas pipelines, electricity cables, communication cables and any other conducting media as required for the Project. The Grantor shall be entitled to receive any payments made by the relevant utility provider for the grant of the relevant right.</p>
<b>17.</b>	<b>Planning</b>	<p>The Grantor will not make any objection in respect of any planning application or Development Consent Order application which is submitted by the Grantee so far as each relates to the Grantor's Land and will use all</p>

		reasonable endeavours to assist the Grantee, where required, in obtaining any relevant permission or order.
<b>18.</b>	<b>Grantor's Agents Fees</b>	<p>On exchange of the Option Agreement the Grantee shall pay to the Grantor the Grantor's agent's reasonable and proper costs actually incurred in relation to the negotiation of these Heads of Terms and the Option Agreement in accordance with the National Grid Payment of Surveyors' Fees document. The Agent's fees will be payable based on an hourly rate agreed with National Grid in advance, subject to an initial cap of £2,500.</p> <p>The Agent's fees will be reimbursed up to £1,000 plus irrecoverable VAT invoiced on or after signing of the Heads of Terms, with the remainder payable on exchange of the Option Agreement.</p>
<b>19.</b>	<b>Grantor's Solicitors Fees</b>	<p>On exchange of the Option Agreement, the Grantee will contribute to the Grantor's solicitor's proper and reasonable legal fees up to the maximum sum of £2,750 plus irrecoverable VAT for time associated with negotiating and exchanging the Option Agreement and agreed form of Deed of Grant. The Grantee's solicitor will agree and provide an appropriate fee undertaking to the Grantor's solicitor following the agreement and signing of these Heads of Terms by the Grantor and/or their agent (as appropriate).</p>
<b>20.</b>	<b>Alienation</b>	<p>The Grantee may assign or transfer or novate any of the rights and/or obligations under, and/or the benefit of, the Option Agreement and/or Deed of Grant, whether in whole or in part, without any prior consent of the Grantor to any licenced electricity transmission operator and with the prior written consent of the Grantor (not to be unreasonably withheld or delayed) to any other person.</p>
<b>21.</b>	<b>Insurance &amp; Indemnity</b>	<p>The Grantee shall indemnify the Grantor against all actions which may be brought and all third-party claims and demands which may be made against the Grantor by reason of negligence or breach of its obligations in the Option Agreement and/or Deed of Grant.</p> <p>The Grantee shall keep and maintain public liability insurance of a minimum amount of £10,000,000 for each and every claim.</p>
<b>22.</b>	<b>Dispute Resolution</b>	<p>If any question, difference, or dispute arises under the terms of the Option Agreement it shall be referred to the determination of an expert experienced in such matters to be agreed between the parties (in the absence of agreement on the expert they will be appointed by the president of the RICS or the CAAV).</p>
<b>23.</b>	<b>Grantor's Obligations re title and VAT</b>	<p>The Grantor shall deduce title to the Option Area and the Grantor's Land.</p> <p>The Grantor shall at the Grantee's reasonable cost produce evidence of the VAT status of the Option Area (including where relevant to opted land, the decision to tax, the notification to and the acknowledgement from HMRC in relation to any option to waive the exemption to VAT).</p>



Reference: NG/FG/N-T/9646, 14468

Date of issue: 31st October 2025

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## I. PURCHASE

1.	<b>Option to Purchase</b>	<p>The Grantee will be granted an option to purchase the land shown hatched blue on the Option Agreement Plan(s) being the "<b>Purchase Option Area</b>".</p> <p>The Grantee may exercise the option to acquire the whole or part of the Purchase Option Area (the "<b>Purchase Option</b>") at any time during the Option Period by serving a Construction Notice on the Grantor.</p> <p>Completion of the transfer of the whole or part of the Purchase Option Area will take place 20 working days after the exercise of the Purchase Option.</p> <p>The Construction Notice will include a plan showing the extent of the land to be acquired and the purchase price.</p> <p>The Grantee may serve multiple Construction Notices in respect of the Purchase Option Area so that the Purchase Option may be exercised in phases.</p> <p>The purchase price will be at the rate of £12,000 per acre, subject to CPI review from the date of completion of the Option Agreement to the CPI figure which is published in the month prior to completion and the balance of the purchase price shall be paid in full on completion of the transfer to the Grantee.</p>
2.	<b>Option Fee</b>	<p>10% of the consideration payable on completion of the Option Agreement as detailed in the Payments Schedule.</p> <p>This payment is non-refundable but is deductible upon exercise of the Option.</p>
3.	<b>Grantor's Retained Rights</b>	<p>The transfer from the Grantor to the Grantee shall reserve to the Grantor the following rights:</p> <ul style="list-style-type: none"> <li>(a) right of support;</li> <li>(b) right to develop notwithstanding diminution of light and air to the land transferred; and</li> <li>(c) other rights (if any) as are detailed in the Schedule attached to these heads of terms.</li> </ul>
4.	<b>Rights to be Granted to the Grantee</b>	<p>The transfer from the Grantor to the Grantee shall grant to the Grantee the following rights in favour of the land acquired over the Grantor's retained land which will be identified on the Option Agreement plan(s):</p> <ul style="list-style-type: none"> <li>(a) right of support;</li> <li>(b) right to install conduits;</li> <li>(c) right to access retained land for purposes of carrying out repairs and maintenance to the land transferred;</li> <li>(d) rights of access as shown on the Plan(s) over the retained land for purposes of access and egress to and from the land transferred; and</li> <li>(e) rights to services.</li> </ul>

Reference: NG/FG/N-T/9646, 14468

Date of issue: 31st October 2025

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**PAYMENTS SCHEDULE**

Acreage	Rate per acre	Payment £
2.06 acres	£12,000 per acre	£24720
10% Option Fee		£2472

### III. OVERHEAD LINE

1.	<b>Option Agreement/Deed of Grant</b>	<p>The Grantor and The Grantee will enter into an Option Agreement to acquire a permanent Deed of Grant relating to electric lines and where relevant towers and ancillary apparatus ("<b>OHL</b>").</p> <p>The Option Agreement will provide that the Grantee can call for a Deed of Grant within the OHL Option Area.</p> <p>The Option Agreement will contain rights to install and construct the OHL anywhere within the OHL Option Area and rights over the Grantor's Land referred to in the Option Agreement. During and after construction of the OHL, the Grantee shall have the benefit of the rights referenced in the Deed of Grant and the Grantor obligations contained in the Deed of Grant.</p> <p>The Option Agreement will contain an irrevocable power of attorney clause appointing the Grantee as attorney to execute the Deed of Grant. This is to ensure that the Deed of Grant is entered into once the installation of the OHL is completed and will only be exercised in the event that the Grantor defaults.</p> <p>Completion of the Deed of Grant will take place once the OHL has been installed and the as-built plans showing the route of the OHL are available.</p>
2.	<b>OHL Option Area</b>	Shown shaded pink on the Option Agreement Plan(s).
3.	<b>Rights in the Deed of Easement</b>	The Deed of Easement will contain rights to use, maintain, replace the OHL and will include rights of access and drainage over the Grantor's Land, and restrictions over the land within the Easement to protect the cables.
4.	<b>Temporary Rights for cable Installation / Construction Works</b>	<p>The Grantee requires entry onto the OHL Option Area for the purposes of construction and associated works and to carry out all works required by the Grantee to construct and render operational the OHL including without limitation ancillary works of excavation, creation of temporary access roads, resurfacing, protecting, testing and drainage works including any de-watering works.</p> <p>Entry onto the OHL Option Area shall be after 14 days' written notice (the "Construction Notice") and after the Entry Payment has been made.</p>
5.	<b>Reinstatement</b>	Following completion of the installation of the OHL, the Grantee will reinstate the OHL Option Area to the Grantor's reasonable satisfaction and to the reasonable satisfaction of the occupier, if applicable and provided that this is not contrary to the Grantor's reasonable satisfaction, having carried out a photographic pre-entry schedule of condition. A copy of the pre-entry schedule of condition will be provided to the Grantor (and the Grantor's Agent).
6.	<b>Land Drainage</b>	The Grantor is (where possible) to make available plans of any existing drainage schemes to the Grantee in advance of construction works. The Grantee shall ensure where reasonable and appropriate the land drainage systems on the Grantor's Land are left in no worse condition than before the date of entry for construction and associated works, or if to the extent that such damage cannot be made good and where not practical to do so, the Grantor will be compensated.



7.	<b>Construction Best Practice for OHL</b>	All Project works will be carried out in adherence to National Grid's Construction Best Practice for Overhead Line Installation.
8.	<b>Anticipated OHL</b>	Anticipated OHL is shown in the Payment Schedule, located within the OHL Option Area and shown on the Option Agreement Plan(s).
9.	<b>Final OHL</b>	To be determined once the OHL has been installed and shown on a plan to be attached to the final Deed of Grant.
10.	<b>Easement Term</b>	In perpetuity.
11.	<b>OHL</b>	The overhead lines (shown in the indicative positions approximately indicated by a solid purple line on the Plan(s) and subject to their maximum swing for transmitting electricity for the purposes of its or their operations together with an earth wire(s) fibre optic cables (in connection with the use of the Grantee's Undertaking only) and the Towers (if any) for supporting the same together with such ancillary equipment and apparatus as may be required by the Grantee
12.	<b>Consideration</b>	<p>The consideration for the rights granted in the Option Agreement and Deed of Grant will be calculated and payable in accordance with the Grantee's Land Rights Strategy and detailed in the Payments Schedule and will be paid in the following tranches:</p> <ul style="list-style-type: none"> <li>(a) 25% of the Agreed Value on exchange of the Option Agreement ("the <b>Option Payment</b>");</li> <li>(b) 50% of the Agreed Value on service of the Construction Notice ("the <b>Construction Notice Entry Payment</b>");</li> <li>(c) 25% of the Agreed Value on completion of the Deed of Grant ("the <b>Balancing Payment</b>").</li> </ul> <p>The consideration initially agreed will be based on the Anticipated OHL. If the Final OHL increases from the Anticipated OHL once the Option Agreement is entered into, the Option Agreement provides for an adjustment to the Balancing Payment to increase the overall consideration.</p>
13.	<b>Completion</b>	The actual completion of the Deed of Grant pursuant to the terms of the Option Agreement shall be 20 working days after the date of service of the Completion Notice.
14.	<b>Incentive Payment</b>	<p><b>Incentive Payments for Permanent Rights</b></p> <p>An Incentive Payment of 20% of the consideration payable to the Grantor for the electric lines and where relevant towers and ancillary apparatus under the Option Agreement is payable in the following circumstances:</p> <p>These heads of terms are returned to the Grantee agreed and signed by the Grantor within an 8 week period of issue by the Grantee to the Grantor; and</p> <p>The Option Agreement is exchanged within 12 weeks of the date that the draft Option Agreement is sent to the Grantor's Solicitor to the e mail address of the individual named in these heads of terms by the Grantee's Solicitor.</p>

**PAYMENT SCHEDULE**

Asset/Land/Rights	Number/Length/Area	Rate	Total
New Tower - Arable Land	8	£8,000	£64000
New Tower – Permanent Grass Land	N/A	£6,000	£N/A
Note that the following oversail payments only apply where no tower rights are required			
New Oversail: 100m+	N/A	£1,000	£N/A
New Oversail: 50-99m	N/A	£750	£N/A
New Oversail: 0-49m	N/A	£500	£N/A
<b>Incentive Payment based on 20% of total of above payment(s)</b>			
<b>Total</b>			£64000
<b>Initial Payment</b>			£16000
25% payable on exchange of Option Agreement to Grant an Easement			
<b>Entry Payment</b>			£32000
50% payable on taking entry onto land for construction under Option Agreement to Grant an Easement			
<b>Easement Completion Payment</b>			£16000
25% payable on completion of Easement following construction together with any other payment already agreed ("the Balancing Payment").			

Reference: NG/FG/N-T/9646, 14468

Date of issue: 31st October 2025

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Reference: NG/FG/N-T/9646, 14468

Date of issue: 31st October 2025

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## **SIGNATURE PAGE**

**Signed:** .....  
Grantor or Authorised Agent for and on behalf of the Grantor

**Name of signatory** (in BLOCK CAPITALS): .....

**Signed:** .....  
Authorised Agent for and on behalf of the Grantee

**Name of signatory** (in BLOCK CAPITALS): .....

Dated.....

**Please return the signed Heads of Terms in electronic format to:**

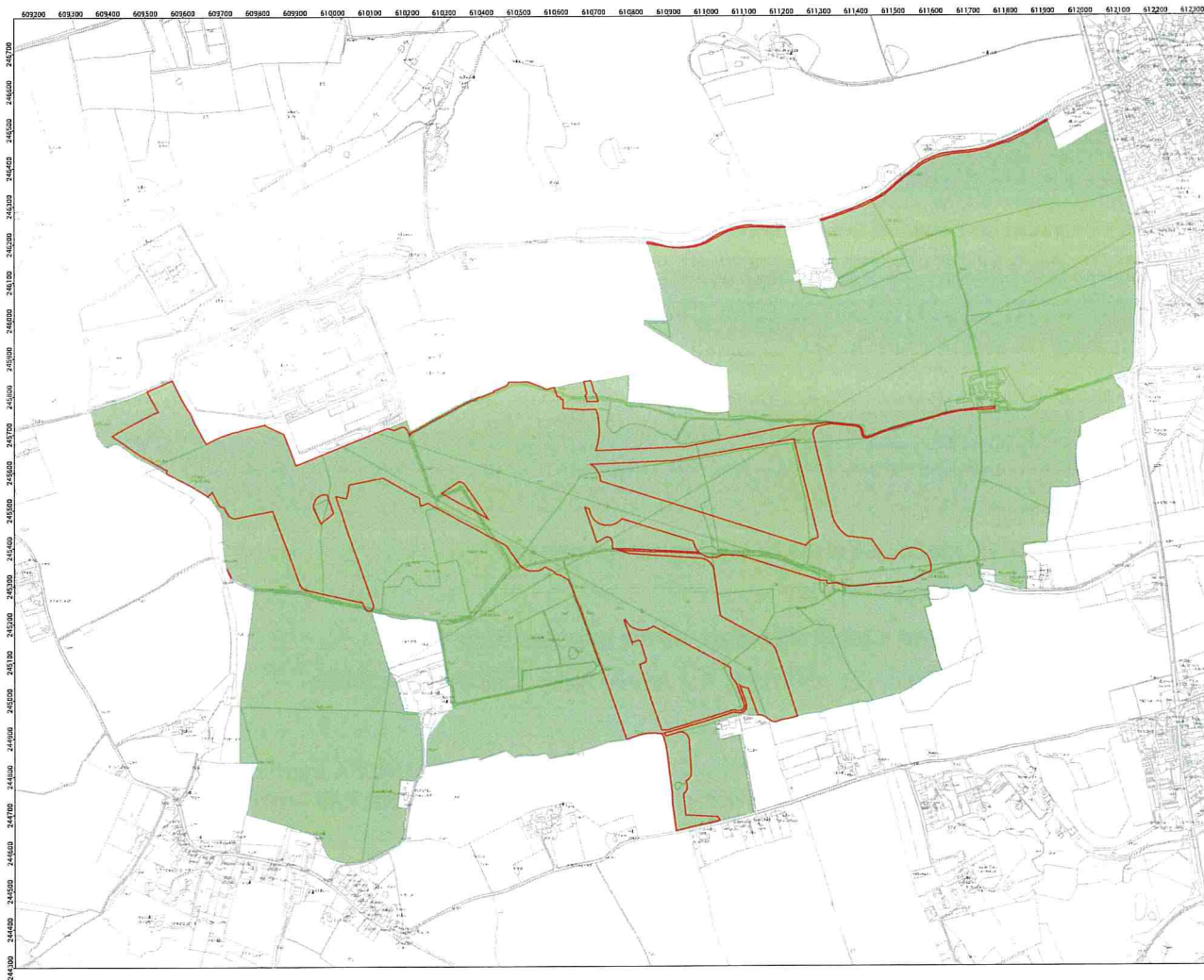
norwich-tilbury@fishergerman.co.uk

**Alternatively, please return the signed Heads of Terms in paper form to:**

Fisher German LLP, Norwich to Tilbury Lands Team, The Atrium Risby Business Park, Risby,  
Bury St Edmunds, Suffolk IP28 6RD

**If these Heads of Terms are being signed by the Grantor's agent, the Grantor's agent must return the signed Heads of Terms together with confirmation that the agent has written instructions to act on behalf of the Grantor.**





N  
0 35 70 140 210 280  
Metres

OVERVIEW WINDOW

**LEGEND:**

Interest in Land

- Scraper's Land
- Option Area
- Temporary Rights Acquisition
- Temporary Drainage

Party IDs: 9546, 14468  
Title: BK161671

**PLAN IS FOR INDICATIVE PURPOSES ONLY.**

REVISION: A

CLIENT: **nationalgrid**

SCHEME: NORWICH TO TILBURY

TITLE: TEMPORARY HOT PLAN

FP: 105141-008

SCALE: 1:9,000 @ A3

DATE: 13/10/2025

Licensed Mapping

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**fisher  
german**

DRAWING REF:  
NIGEN5025-07-07-105  
TEMP\_HOT\_BCI\_SK161671





**OVERVIEW WINDOW**

**LEGEND:**

- Interest in Land
- Grantor's Land
- General
- Option Area
- Permanent Rights Acquisition
- Purchase Option Area
- Oril, Easement Option Area
- Proposed Project Design Details
- New Lattice system
- New overhead line

Party ID: 9645, 14458  
Title: SK316171

**PLAN IS FOR INDICATIVE PURPOSES ONLY**

**REVISION: A**  
**CLIENT:** nationalgrid

**SCHEME:** NORWICH TO TILBURY  
**TITLE:** PERMANENT HOT PLAN  
**FP:** 105141-008  
**SCALE:** 1:9,000 @ A3  
**DATE:** 02/10/2025

Licensed Mapping

**DRAWING REF:**  
NGEN42025-07-GF4015  
PERM\_Hot\_BCI\_SK316171

**EXHIBIT WB19**

**From:** Norwich toTilbury <Norwich-Tilbury@fishergerman.co.uk>  
**Sent:** 06 November 2025 09:08  
**To:** Norwich toTilbury  
**Subject:** Norwich to Tilbury - Recent Communications  
**Attachments:** 13736-NG-N2T-S56 Route Map-V2\_pdf; N-T S56 notice - PILS \_ PRESCRIBED BODIES (Reg 8)\_pdf; N-T S56 PIL Cover letter 20250813 FINAL\_pdf

Good morning,

We have recently sent a number of communications to your clients.

These include:

- **S56 notice (s) – Persons with an Interest in Land (PIL)** – a template copy is attached for your reference. In some cases, we may contact appointed agents to confirm receipt of the notice on behalf of clients.
- **Site notices** - have been used to contact some “Unknown” PILs, these notices may be placed on land where there are also known PILs e.g. where there is a PIL with Mines and Minerals rights which has not been identified, but other Freeholders are known and have been contacted.
- **Populated Heads of Terms (HOTs)** – have now been sent to the majority of landowners. There are no changes from the template HOTs sent to all landowners in August. Copies of populated HOTs will be sent to agents in due course.

We would ask that you continue to use the generic [Norwich-Tilbury@fishergerman.co.uk](mailto:Norwich-Tilbury@fishergerman.co.uk) email address for all communication that is not survey specific. If you would like to arrange a meeting to discuss your client's specific holding then please do get in touch.

Kind regards

Fisher German  
Norwich to Tilbury

For and on Behalf of Fisher German LLP

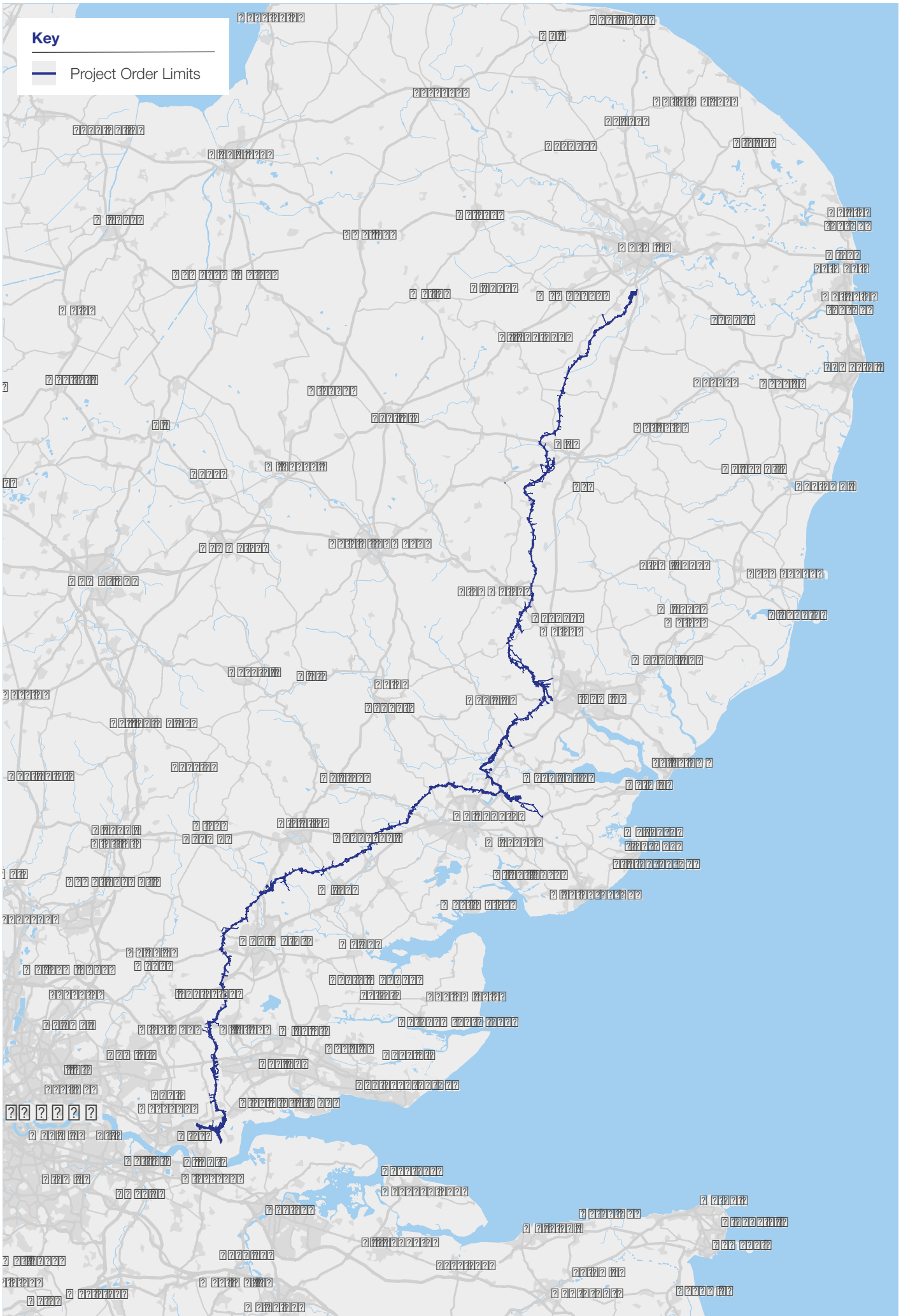
0808 1753314



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**NOTICE OF ACCEPTANCE OF AN APPLICATION  
FOR A DEVELOPMENT CONSENT ORDER BY THE PLANNING INSPECTORATE (ON  
BEHALF OF THE SECRETARY OF STATE FOR ENERGY SECURITY AND NET ZERO)  
UNDER SECTION 56 OF THE PLANNING ACT 2008**

**NATIONAL GRID (NORWICH TO TILBURY) DEVELOPMENT CONSENT ORDER**

**(APPLICATION REFERENCE: EN020027)**

**REGULATION 8 OF THE INFRASTRUCTURE PLANNING (APPLICATIONS:  
PRESCRIBED FORMS AND PROCEDURE) REGULATIONS 2009**

**REGULATION 16 OF THE INFRASTRUCTURE PLANNING (ENVIRONMENTAL  
IMPACT ASSESSMENT) REGULATIONS 2017**

Notice is hereby given that the Planning Inspectorate (on behalf of the Secretary of State for Energy Security and Net Zero ('the Secretary of State')) has accepted an application made by National Grid Electricity Transmission plc (company number 02366977) of National Grid House, Warwick Technology Park, Gallows Hill, Warwick, CV34 6DA ('the Applicant') for a Development Consent Order under the Planning Act 2008 ('the Application'). The Application (Reference No. EN020027) was submitted by the Applicant to the Secretary of State c/o the Planning Inspectorate on 29 August 2025 and accepted for Examination on 26 September 2025.

**Summary of the Application**

Norwich to Tilbury ('the Project'), is a Nationally Significant Infrastructure Project ('NSIP'). The Project principally comprises:

A new 400 kilovolt (kV) electricity transmission connection of approximately 180 km overall length from Norwich Main Substation to Tilbury Substation via Bramford Substation, a new EACN Substation and a new Tilbury North Substation, including:

- -Approximately 159 km of new overhead line supported on approximately 509 pylons, either standard steel lattice pylons (approximately 50 m in height) or low height steel lattice pylons (approximately 40 m in height) and some of which would be gantries (typically up to 15 m in height) within proposed Cable Sealing End (CSE) compounds or existing or proposed substations
- -Approximately 21 km of 400 kV underground cabling, some of which would be located through the Dedham Vale National Landscape (an Area of Outstanding Natural Beauty (AONB))
- Up to seven new CSE compounds (with permanent access) to connect the overhead lines to the underground cables.
- Modification works to connect into the existing Norwich Main Substation and a substation extension at the existing Bramford Substation
- A new 400 kV substation on the Tendring Peninsula, referred to as the EACN Substation (with a new permanent access). This is proposed to be an Air Insulated Switchgear (AIS) substation
- A new 400 kV substation to the south of Orsett Golf Course in Essex, referred to as the Tilbury North Substation (with a new permanent access). This is proposed to be a Gas Insulated Switchgear (GIS) substation
- Modifications to the existing National Grid Electricity Transmission overhead lines to facilitate the connection of the existing network into the new Tilbury North Substation to provide connection to the Tilbury Substation
- Ancillary and/or temporary works associated with the construction of the Project.

In addition, third party utilities diversions and/or modifications would be required to facilitate the construction of the Project. There would also be land required for environmental mitigation and Biodiversity Net Gain (BNG).

As well as the permanent infrastructure, land would also be required temporarily for construction activities including, for example, working areas for construction equipment and machinery, site offices, welfare, storage and temporary construction access.

A map showing the location of the Project can be viewed online on the Norwich to Tilbury page of National Grid's website at: <https://nsip-documents.planninginspectorate.gov.uk/published-documents/EN020027-000240-2.1%20Location%20and%20Master%20Key%20Plan.pdf> or by scanning the QR code at the bottom of this notice. A map showing the route of the Project is also enclosed with this notice.

Development consent is required to the extent that development is or forms part of a nationally significant infrastructure project pursuant to sections 14(1)(b) and 16 of the Planning Act 2008, as it forms the installation of an electric line above ground which will be wholly within England, of a nominal voltage greater than 132 kilovolts and longer than two kilometres. It is for this reason that the Project falls within the remit of the Secretary of State's decision-making powers.

The Project would also make provision for Associated Development for the construction or maintenance of the NSIP including the diversion of utilities and public rights of way, provision for access, landscape works and environmental mitigation.

The Development Consent Order would authorise the compulsory acquisition of land, interests in land and rights over land, and the powers to use land permanently and temporarily for the construction, operation and maintenance of the Project. The Development Consent Order would also authorise the construction of temporary and permanent accesses to the Project, the temporary closure and permanent stopping up or diversion of public rights of way, street works and highway works, and the application and disapplication of certain legislation.

#### **Environmental Impact Assessment Development:**

The Project is Environmental Impact Assessment ('EIA') development for the purposes of the Infrastructure Planning (Environmental Impact Assessment) Regulations 2017 and accordingly an Environmental Statement accompanies the Application.

#### **Application Form and Accompanying Documents:**

The application form and the accompanying documents, plans, Environmental Statement and Non-technical Summary ('NTS') ('Application Documents') can be viewed and downloaded free of charge online on the Norwich to Tilbury page of the Planning Inspectorate's National Infrastructure Planning website under the Documents tab: <https://national-infrastructure-consenting.planninginspectorate.gov.uk/projects/EN020027>

The Application Documents will be available to view online at least until the Secretary of State makes their decision whether or not to grant the Development Consent Order.

The Application Documents are available for electronic inspection via computer, free of charge from 16 October 2025 to 27 November 2025, at the following locations and times set out below:

Location	Opening Hours*
Long Stratton Library, The Street, Long Stratton, NR15 2XJ	Monday - 11am-7pm staffed Tuesdays 1pm-7pm staffed Wednesday - 8am-7pm unstaffed Thursday - 1pm-7pm staffed Friday - 8am-7pm unstaffed Saturday 11am-4pm staffed Sunday - 10am-4pm unstaffed
Norwich Library, Unit 3 The Forum, Millenium Plain, Norwich, NR2 1AW	Monday to Friday - 8am to 10am - Open Library access to first floor only 10am to 7pm - Library is staffed Saturday - 9am to 5pm - Library is staffed Sunday - 10.30am to 4.30pm - Open Library access to first floor only



Tuckswood Library, Robin Hood Road, Eaton, NR4 6BX	Monday - 8am - 7pm OpenLibrary unstaffed Tuesday - 11am-7pm staffed Wednesday - 8am-7pm OpenLibrary unstaffed Thursday - 8am-7pm OpenLibrary unstaffed Friday - 11am-7pm staffed Saturday - 10am-4pm staffed Sunday - 10am-4pm OpenLibrary unstaffed
Diss Library, Church Street, Diss, IP22 4DD	Monday - 8am to 10am - Open Library access 10am to 7pm - Library is staffed Tuesday - 8am to 7pm - Open Library access Wednesday - 8am to 10am - Open Library access 10am to 7pm - Library is staffed Thursday - 8am to 10am - Open Library access 10am to 7pm - Library is staffed Friday - 8am to 10am - Open Library access 10am to 7pm - Library is staffed Saturday - 10am to 4pm - Library is staffed Sunday - 10am to 4pm - Open Library access
Stowmarket Library, Milton Road, Stowmarket, IP14 1EX	Monday - Closed Tuesday - 8.30am-6.45pm Wednesday - 8.30am-5.45pm Thursday - 8.30am-5.45pm Friday - 8.30am-6.30pm Saturday - 8.30am-4pm Sunday - 10am-4pm
Capel St Mary Library, Village Hall, The Street, Capel St Mary, IP9 2EF	Monday - closed Tuesday - 9am-12.30pm, 2pm-5.30pm Wednesday – 9am – 12:30pm Thursday – 9am – 12:30pm Friday - 2pm-5.30pm Saturday - 9am-3pm Sunday - 10am-3pm
Coggleshall Library, The Friends Meeting House, Stoneham Street, Coggeshall, CO6 1UH	Monday - Closed Tuesday - 2pm-5.30pm Wednesday - Closed Thursday - 9am-5.30pm Friday - Closed Saturday - 9am-5pm Sunday - Closed
Writtle Library, 45 The Green, Writtle, Chelmsford, CM1 3DT	Monday - 9am to 5pm Tuesday - 9am to 1pm Wednesday - 9am to 1pm Thursday - 2pm to 5:30pm Friday - 9am to 5pm Saturday - 9am to 5pm Sunday - Closed
Chelmsford Library, County Hall, Market Road, Chelmsford, CM1 1QH	Monday - 9am to 5:30pm Tuesday - 9am to 5:30pm Wednesday - 9am to 5:30pm Thursday - 9am to 7pm Friday - 9am to 5:30pm

	<p>Saturday - 9am to 5pm  Sunday - 10:30am to 1:30pm</p>
<p>Ingatestone Library, High Street, Ingatestone,  CM4 9EU</p>	<p>Monday - 2pm – 7pm  Tuesday - Closed  Wednesday - 9am – 1pm  Thursday - Closed  Friday - Closed  Saturday - 9am – 5pm  Sunday - Closed</p>
<p>Tilbury Library, Tilbury Hub, Civic Square, Tilbury,  RM18 8AD</p>	<p>Monday- 10am - 5pm  Tuesday - 10am - 5pm  Wednesday - 10am - 5pm  Thursday - 10am - 7pm  Friday - 10am – 5pm  Saturday - 10am - 1pm  Sunday - Closed</p>
<p>Greenstead Library, Hawthorn Avenue,  Colchester, CO4 3QE</p>	<p>Monday - 9am to 5:30pm  Tuesday - 9am to 5:30pm  Wednesday - 9am to 5:30pm  Thursday - 9am to 5:30pm  Friday - 9am to 5:30pm  Saturday - 9am to 5pm  Sunday - Closed</p>
<p>Prettygate Library Prettygate Road Colchester  CO3 4EQ</p>	<p>Monday - 9am to 5:30pm  Tuesday - 9am to 7pm  Wednesday - 9am to 7pm  Thursday - 9am to 5:30pm  Friday - 9am to 5:30pm  Saturday - 9am to 5pm  Sunday - 1pm to 4pm</p>
<p>Stanway Library, 10 Villa Road, Stanway, CO3  0RH</p>	<p>Monday - Closed  Tuesday - 2pm to 7pm  Wednesday - Closed  Thursday - 9am to 1pm  Friday - Closed  Saturday - 9am to 5pm  Sunday - Closed</p>
<p>Wivenhoe Library, 104/6 High Street, Wivenhoe,  CO7 9AB</p>	<p>Monday - Closed  Tuesday - 9am to 7pm  Wednesday - Closed  Thursday - 9am to 5:30pm  Friday - Closed  Saturday - 9am to 5pm  Sunday - Closed</p>
<p>Brentwood Council, Town Hall, Ingrave Road,  Brentwood, CM15 8AY</p>	<p>Monday - 9am to 5:30pm  Tuesday - 9am to 7pm  Wednesday - 9am to 5:30pm  Thursday - 9am to 5:30pm  Friday - 9am to 5:30pm  Saturday - 9am to 5pm  Sunday - Closed</p>

Manningtree Library, High Street, Manningtree, CO11 1AD	Monday - Closed Tuesday - 9am to 5:30pm Wednesday - 9am to 1pm Thursday - 1pm to 7pm Friday - 9am to 1pm Saturday - 9am to 5pm Sunday - Closed
Basildon Library, The Basildon Centre, St Martin's Square, Basildon, SS14 1EE	Monday - 9am to 5pm Tuesday - 9am to 5pm Wednesday - 9am to 5pm Thursday - 9am to 5pm Friday - 9am to 5pm Saturday - 9am to 5pm Sunday - Closed
Witham Library, 18 Newland Street, Witham, CM8 2AQ	Monday – 9am – 5:30pm Tuesday – 9am – 5:30pm Wednesday - 9am – 7pm Thursday – 9am – 5:30pm Friday – 9am – 5:30pm Saturday - 9am to 5pm Sunday - Closed
Brentwood Library, New Road, Brentwood, CM14 4BP	Monday - 9am to 5:30pm Tuesday - 9am to 7pm Wednesday - 9am to 5:30pm Thursday - 9am to 5:30pm Friday - 9am to 5:30pm Saturday - 9am to 5pm Sunday - Closed
Ipswich Library, Northgate Street, Ipswich, Suffolk, IP1 3DE	Monday - 9am - 6pm Tuesday - 9am - 7pm Wednesday - 9am - 6pm Thursday - 9am - 6pm Friday - 9am-7pm Saturday - 8:30am - 5pm Sunday - 10am - 4pm
Hatfield Peverel Library, The Street, Hatfield Peverel, Chelmsford, CM3 2DP	Monday - Closed Tuesday - 2pm-7pm Wednesday -9am-1pm Thursday - Closed Friday - Closed Saturday - 9am-5pm Sunday - Closed

\*Please note that the opening times of the above libraries may be subject to change, and it is recommended that you contact the library in advance to check the opening hours.

The Application Documents can be supplied in hard copy format on request at a cost of £0.35 per page (up to a maximum of £10,000 for the full suite of documents).

If you require a copy of the Application Documents to be supplied on a USB data stick, this can be provided free of charge (one USB data stick per household). Please use the contact details for the Applicant to request a USB data stick.

If you have any questions about the Application Documents, you can:

Email: [contact@n-t.nationalgrid.com](mailto:contact@n-t.nationalgrid.com)

Telephone: 0800 915 2497

Write to: FREEPOST N TO T (no stamp or further address details are required).

### **Representations:**

Any person may make representations on the Application (i.e. give notice of any interest in, or objection to, the Application). Any representation must be made on the Planning Inspectorate's Registration and Relevant Representation Form. This is available online and can be accessed on the Norwich to Tilbury page of the Planning Inspectorate's National Infrastructure Planning website at: <https://national-infrastructure-consenting.planninginspectorate.gov.uk/projects/EN020027> and is available in hard copy as set out below.

If you require guidance on, or other methods of, obtaining and completing a Planning Inspectorate Registration and Relevant Representation Form (such as a hard copy paper form), please telephone the Planning Inspectorate on 0303 444 5000 quoting the name of the Application (Norwich to Tilbury) and the Planning Inspectorate's reference number EN020027.

The Planning Inspectorate's Advice Notice: How to register to have your say and make a relevant representation, provides further guidance on how to register and make a relevant representation and can be accessed via the following link:

<https://www.gov.uk/guidance/nationally-significant-infrastructure-projects-how-to-register-to-have-your-say-and-make-a-relevant-representation>

Please note that representations must be received by the Planning Inspectorate no later than 23:59 on 27 November 2025.

A completed hard copy form to be submitted to the Planning Inspectorate should be sent to:

The Planning Inspectorate  
3 Kite Wing  
Temple Quay House  
2 The Square  
Bristol  
BS1 6PN

Representations will be made public and will be subject to the Planning Inspectorate's privacy policy at: <https://www.gov.uk/government/publications/planning-inspectorate-privacy-notice/customer-privacy-notice>



QR code to access the overall route map for Norwich to Tilbury, also available at <https://nsip-documents.planninginspectorate.gov.uk/published-documents/EN020027-000240-2.1%20Location%20and%20Master%20Key%20Plan.pdf>

Reference:

Address

Date: 10 October 2025

Dear Sir/Madam,

**National Grid (Norwich to Tilbury) Development Consent Order (Application Reference: EN020027)**

**Notice of Acceptance of an Application for a Development Consent Order by the Planning Inspectorate (on behalf of The Secretary of State for Energy Security and Net Zero) under Section 56 of The Planning Act 2008 (the '2008 Act')**

**Regulation 8 of The Infrastructure Planning (Applications: Prescribed Forms and Procedure) Regulations 2009 (as amended) (the '2009 Regulations')**

**Regulation 16 of The Infrastructure Planning (Environmental Impact Assessment) Regulations 2017 (the '2017 Regulations')**

**IMPORTANT: THIS COMMUNICATION MAY AFFECT YOUR PROPERTY**

You will have previously received correspondence from National Grid about the Norwich to Tilbury project. Having undertaken extensive public consultation on our proposals, we submitted our application for development consent to the Planning Inspectorate on 29th August 2025.

I write to notify you, in accordance with section 56 of the Planning Act 2008, that on 26 September 2025 the Planning Inspectorate (on behalf of the Secretary of State for Energy Security and Net Zero) accepted for examination an application made by National Grid Electricity Transmission plc (company number 02366977) of National Grid House, Warwick Technology Park, Gallows Hill, Warwick, CV34 6DA ('the Applicant') for a Development Consent Order under the Planning Act 2008.

The application is for Norwich to Tilbury ('the project') (Application Reference EN020027), a new 400 kilovolt electricity transmission connection of approximately 180 km in overall length from Norwich Main Substation to Tilbury Substation via Bramford Substation, a new EACN Substation and a new Tilbury North Substation.

The application now progresses to the next phase in the Development Consent Order planning process, which is known as the 'Pre-Examination' phase. During this phase, you have a set period of time to register with the Planning Inspectorate, should you wish to become an Interested Party by making a Relevant Representation.

As an Interested Party you will be allowed to make representations about the application. This will also ensure that you are informed about the progress of the Examination, (the phase following the Pre-Examination phase, which lasts for up to six months). A Relevant Representation is a person's or organisation's detailed comments about the application. The relevant representation should include full details of the issues that the person or organisation want to be considered, including evidence where necessary.

The enclosed notice explains how to make a Relevant Representation.

If you would like to register as an Interested Party, you must do so by making a relevant representation in writing directly to the Planning Inspectorate before the registration period closes at 23:59 on 27 November 2025.

Enclosed with this letter is a copy of the formal section 56 notice published in accordance with sections 56(7) of the 2008 Act and regulation 8 of the 2009 Regulations, details of where on the National Infrastructure Planning website the accepted application (including the Environmental Statement) can be viewed, and a map showing where the Project could be sited/ routed. Together, these enclosures constitute notice of the accepted application, which we are required to give you in line with section 56(2) of the 2008 Act, regulation 8 of the 2009 Regulations, and regulation 16 of the 2017 Regulations.

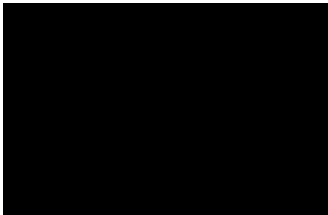
If you have any enquiries in relation to the application and its accompanying documents, plans and maps, please contact National Grid by:

Email: [Norwich-Tilbury@fishergerman.co.uk](mailto:Norwich-Tilbury@fishergerman.co.uk)

Post: FREEPOST N TO T (no stamp or further address details are required)

Telephone: 0808 1753 314 (lines are open Monday to Friday 9am – 5:30pm)

Yours faithfully,



Project Director

For and on behalf of National Grid Electricity Transmission plc

Enc.

- Section 56 Notice; and
- A route map showing the where the proposed development is sited

**EXHIBIT WB20**

**From:** [REDACTED]

**Sent:** 11 November 2025 16:06

**To:** William Barton [REDACTED]

**Cc:** H&O Godbold <[REDACTED]>

**Subject:** Latest from National Grid, via Fisher German



**CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.**

Good afternoon Will and Ollie,

We have now received a further letter from Fisher German, on behalf of National Grid Electricity Transmission (NGET), dated 31<sup>st</sup> October 2025. The letter states that *"this letter and its enclosures constitutes NGETs formal offer to acquire from you, by way of voluntary agreement, the specific land and / or rights which NGET requires in order to construct and operate the Norwich to Tilbury project"*.

However, at no point does the letter answer the queries that have been raised by us with NG, or acknowledge our request for an in person meeting to discuss issues such as the operation of the farm during the period of pylon / cable implementation and construction.

So, a few queries.

- Given that we have told NG that Landbridge are our land agents for this development, have you received this letter by email? My understanding is that they should be sending you, by email, everything that they send us as hard copy.
- If you do have this letter, of 31/10/25, and its enclosures, by email can you forward them on to Jeremy at Birketts so that he also has this latest letter, and the Heads of Terms.
- If you have NOT received this letter then I can provide you, and Jeremy, with a copy, although the accompanying plans (which are A3 size) will have to be taped together.

We have resisted being obstructive with NG throughout this process, recognising the need for National Infrastructure, but I am, frankly, starting to lose patience.

- In my email of 27<sup>th</sup> August 2025 I told them that Birketts would be our legal representatives - but this has not been included in the draft HoT.
- I also asked about the 'cap' on the amount of fees they will reimburse. They have not acknowledged this since, or in this letter. I doubt that either Landbridge or Birketts will find a cap of £2500 and £2750, respectively, acceptable?
- I asked for a face to face meeting to discuss the impact of the new pylons, and the undergrounding of existing cables, on the farm as an agricultural operation, in my email of 27th June 2025, and again in my email of 27th August 2025. Again they have ignored

that request.

- The 'payment schedule', attached to the most recent letter, itemises payments for 8 new towers, but makes no reference to any compensation for the undergrounding of cables, or the associated disruption. This is unacceptable, as the undergrounding will probably be even more disruptive to farming activity on the farm.
- We have not agreed to the purchase, by NG, of the land marked with a blue hash mark on the plans. I acknowledge that they may exercise compulsory purchase rights over that land, but will that affect Alcemi? Furthermore, that land is now Thornbush Energy Ltd land.
- The letter makes no reference to our expectations on practical issues, such as access across the farm, impact on public RoW, and soil management. We did raise these issues with the Fisher German representatives when we met them at the farm a while ago. Again, I find it unacceptable to be expected to sign off Heads of Terms when such issues haven't even been discussed, let alone agreed!

I anticipate that there are several other issues that are yet to be realised as this project moves forward.

Can you let me know whether you have received the letter, of the 31/10/25, and whether you have been able to get any responses from NG on the issues that I have raised above.

Many thanks,

Stephen

For H&O Godbold.

## **EXHIBIT WB21**

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**From:** [REDACTED]  
**Sent:** 12 November 2025 16:46  
**To:** N-T Surveys <[N-Tsurveys@fishergerman.co.uk](mailto:N-Tsurveys@fishergerman.co.uk)>  
**Cc:** Secretary <[secretary@landbridge.co.uk](mailto:secretary@landbridge.co.uk)>  
**Subject:** Godbold - HOTs

Dear Sir/Madam

**Godbold – HOTs**

I write to you as agent on behalf of the Godbold family at [REDACTED] in respect to the Norwich to Tilbury scheme.

My client has received copies and letters in respect to the scheme but we have not had sight of such. Please can you ensure that all future correspondence is also sent to Landbridge.

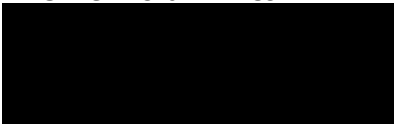
I not Heads of Terms have also been issued to my client, please can you send across a version relevant to my clients property.

Further, are you in a position to provide feedback to the consultation response that we submitted earlier in the year. I am conscious that my clients land is hugely affected and I have not heard anything from either Fisher German, or National Grid for months.

With kind regards

Ollie

**Oliver North MRICS FAAV**



Rivers Court, High Street, Sproughton, Ipswich IP8 3AP  
[www.landbridge.co.uk](http://www.landbridge.co.uk)

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**EXHIBIT WB22**



17<sup>th</sup> November 2025

**For the attention of Fisher German and National Grid**

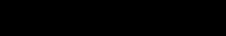
Fisher German LLP  
The Atrium, Risby Business Park  
Risby, Bury St Edmunds  
Suffolk  
IP28 6RD

Your ref: NG/FG/N-T/1446

**IMPORTANT – THIS COMMUNICATION AFFECTS YOUR PROJECT**

**Re: National Grid – Norwich to Tilbury Project**

Dear Fisher German, and National Grid,

I write as one of the partners of H&O Godbold, who own and operate T   
the other partners are Mrs O Godbold and Mrs D Johnson. You will be aware that our  
farmland is immediately adjacent to the Bramford sub-station, on Bullen Lane, Bramford.

I refer to the letter dated 31st October 2025 from Fisher German, which purports to offer  
Heads of Terms for the installation of new electricity infrastructure across our farm. This will  
require a series of new pylons, or 'towers', and also the relocation and 'undergrounding' of  
cables and infrastructure that is currently above ground on pylons.

You will be aware that, so far, we have been very accommodating of all preparatory activity  
initiated by National Grid for this project. We have worked with both Fisher German and  
National Grid to enable all manner of surveys and inspections to take place on our land in  
support of the project. However, despite raising a number of key issues with you, these  
queries remain unresolved.

Your letter asks that we sign the Heads of Terms. I must advise you that we will not be able  
to do so until a series of queries and issues have been answered and addressed by either  
Fisher German, or National Grid. We, and Landbridge (our land agents) have repeatedly  
raised these issues with yourselves, but to no avail. Most recently I repeated some of these  
outstanding issues in my email to Fisher German of 27<sup>TH</sup> August 2025, indeed, I suggested  
that a face to face meeting would be a useful next step. As yet we have not had a reply.

The issues that we wish to discuss, and resolve, include the following:

- 1] The Heads of Terms refer to compensation for each new tower, however there is no reference to the impact of the planned 'undergrounding' of existing cables. This work will render a significant area of farmland both inaccessible and unable to be farmed for, we assume, at least one growing season, but possibly two seasons. We expect the Heads of Terms to be fully comprehensive, to address all of the impact that the project will have on our farm, and our livelihood, and therefore we expect them to include reference to this work, and to propose the compensation that will be paid for the loss of income, crops, etc.
- 2] The Heads of Terms include reference to areas of land, (overall about 2 acres in size), that you wish to purchase; this is 'hash-marked' blue on the plans appended to the Heads of Terms. Neither we, nor our land agents (Landbridge), recall ever discussing this land purchase with you. It is not a purchase that we are prepared to entertain. As an added complication, you need to be aware that the land in question is now owned by a new entity, Thornbush Energy Ltd.
- 3] The Heads of Terms include reference to a cap for the fees to be paid to our land agents/legal support (sec 18 & 19). It is our view that, given the extensive impact that the new towers and undergrounding of cables will have on our property and farmland, to cap fees in this way is entirely unreasonable. Given the massive impact the project will have on our farming operations it is self-evident that our situation is entirely unique; this is an issue that needs to be discussed.
- 4] The proposed route for the new towers will cut across our farmland, north to south, as marked on your plans. In the past it has been suggested that you will require exclusive use of this area of land during the period of construction, however, this isolates fields that we will want to cultivate throughout the period of installation. We need to discuss with you how we can maintain access to the Thornbush Hall Farm fields that are to the west of the new towers, and adjacent to Burstall Hall.
- 5] When I met your representatives at the consultation event at Copdock village hall we were advised that you would require access via the farm track that leads from our farm buildings, past Rye Hill, down to the Grindle. However, this is not marked on your plans as part of the option area (the red line); can we now assume you will no longer need this access? Clarification would be welcome, especially for the residents of the Grindle.
- 6] What arrangements will be made, during the period of construction, for the existing public rights of way that will be affected? Will these simply be inaccessible to walkers, for the duration of the build period, or will you expect us to accommodate alternative routes on our land.

There will undoubtedly be other issues as the project progresses further. For instance, I have yet to assess the '*National Grid – construction best practice for underground cable installation V1*' for the standards that you will apply to soil management during undergrounding works. As I am sure you will appreciate, it will be absolutely critical to us, as

a farm, that soil management maintains top soil structures etc, and does not jeopardise future cultivation.

May I make it clear that we, as H&O Godbold, understand the need for new infrastructure, and recognise that this is a key part of a revised national power grid and supply system. We understand that this whole project is in the national interest. This is why we, and our land agents, have responded positively and in a constructive manner to your frequent requests for access to undertake a huge number of surveys, of varying types, on our land. However, we subscribe to the maxim that *"if we do right by the nation, then the nation should respect, and do right, by us"*. At present we feel that our working relationship with National Grid is significantly out of balance, as evidenced by your lack of response to the issues outlined above, and apparent dismissal of our concerns about our farm as an ongoing business both during and after the construction period.

Given this lack of response our patience has now been exhausted, and we are currently minded to withdraw all co-operation with, and support for, this project. We are not inclined to allow any further access to Thornbush Hall Farm land until we have a response to the above issues, and effective liaison is established with ourselves, our land agents, and our solicitors.

This letter will be sent via both email and hard copy, and has been copied to Will Barton and Oliver North, of Landbridge, and to Birketts, our solicitors, for the attention of Jeremy Stanton. I have also asked Landbridge to forward this letter to their contacts within National Grid.

Yours faithfully,



For H&O Godbold



**EXHIBIT WB23**

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**From:** William Barton [REDACTED] >

**Sent:** 18 November 2025 20:44

**To:** Stephen Boughton [REDACTED]  
[REDACTED]

**Subject:** [EXTERNAL] FW: Norwich to Tilbury - Heads of Terms - subject to contract and without prejudice

**Importance:** High

**CAUTION:** This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe. If you suspect this email is malicious, please use the 'Report Phish' button.

Dear Stephen and Paul

I hope you are both well?

You will recall that we had various productive meeting with yourselves / National Grid, the Godbold Family and Alcemi, I think the last was back in March 24. Since then, we have had some less productive meetings with National Grid's agent, Fisher German and you will see from the attached letter that there are a number of areas of concern which we need National Grid to address. You will also see my client has asked me to reach out to you with the hope that you or one of the National Grid team will provide a response.

Unfortunately, the DCO clock is ticking, and we need a comprehensive response to my clients concerns by close of play tomorrow (Wednesday 19<sup>th</sup> November).

It is deeply disappointing we are having to write in this regard, but without a comprehensive response to my clients concerns they are being driven to have to participate in objecting to the Development Consent Order as presented.

I look forward to hearing from you.

With kind regards

Will

**William Barton MSc MRICS FAAV**  
**Partner - RICS Registered Valuer**



A: Rivers Court, High Street, Sproughton, Ipswich IP8 3AP  
[REDACTED]

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**EXHIBIT WB24**

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**From:** Paul Reaston <[REDACTED]>

**Sent:** Wednesday, November 19, 2025 9:00 am

**To:** William Barton [REDACTED]  
[REDACTED]  
[REDACTED]

**Subject:** RE: [EXTERNAL] FW: Norwich to Tilbury - Heads of Terms - subject to contract and without prejudice

William,

Stephen and I are both at a variety of meetings today so will not have the opportunity to respond to the detailed points. We are together on Thursday so will get an update from the relevant people at our side and get a response back to you before the end of the week

Best Regards

[REDACTED]

[nationalgrid](#)

o Tilbury  
[REDACTED]

## EXHIBIT WB25

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**From:** William Barton [REDACTED]  
**Sent:** 22 November 2025 08:19

**To:** [REDACTED]

**Subject:** Re: [EXTERNAL] FW: Norwich to Tilbury - Heads of Terms - subject to contract and without prejudice

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Dear Paul

Thank you for your email. We look forward to your substantive reply to all outstanding points by close of play Monday, with a view that these negotiations are concluded as soon as possible. In the meantime, our client reserves their position on whether to formally register as an Interested Party and submit representations on 27 November. My clients remain hopeful that your response will be much more aligned to my clients' position.

I look forward to hearing from you.

With kind regards

Will

**EXHIBIT WB26**



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**From:** Stephen Boughton [REDACTED] >

**Sent:** 24 November 2025 09:18

**To:** William Barton [REDACTED]

**Subject:** RE: [EXTERNAL] FW: Norwich to Tilbury - Heads of Terms - subject to contract and without prejudice

Dear Will,

Thank you for your email.

Paul and I, have discussed this internally with Fisher German,

As part of issuing heads of terms, we have instructed Fisher German to carry out meetings with all affected landowners and appointed agents where meetings have been accepted.

I believe Fisher German have offered to meet in this circumstance and [REDACTED] is still available to meet with you, and will be in contact to arrange a meeting to discuss your clients concerns in more detail and explain the Heads of terms where clarification is needed.

It would appear to me that the points raised in your client's letter would be best addressed through a meeting and would hope that in the first instance Nick would be able to speak with you over the phone to clarify any initial points.

We note and accept your client's position in reserving the right to register as an interested party and submit representations.

National Grid is committed to continuing to work with you and your client and hope that the points raised can be addressed.

Kind Regards

[REDACTED]  
Land Project Manager – East Coast  
Land, Planning and External affairs, Strategic Infrastructure  
**nationalgrid**

**EXHIBIT WB27**

---

**From:** William Barton

**Sent:** 24 November 2025 19:42

**To:** Stephen Boughton <[REDACTED]>  
[REDACTED]

**Subject:** RE: [EXTERNAL] FW: Norwich to Tilbury - Heads of Terms - subject to contract and without prejudice [Filed 24 Nov 2025 19:42]

Dear Stephen

Thank you for your email. We would like to arrange a meeting, ideally on site, the week commencing the 8 December. Birketts LLP will attend the meeting along with Stephen Baker (on behalf of the landowners) and we have availability on:

Thursday 11<sup>th</sup> December from 12noon or

Friday 12<sup>th</sup> in the morning.

Please can you confirm your availability accordingly. We look forward to hearing from you.

With kind regards

*Will*

**EXHIBIT WB28**

---

**From:** Norwich toTilbury <Norwich-Tilbury@fishergerman.co.uk>  
**Sent:** 28 November 2025 17:50  
**To:** Oliver North <[REDACTED]>  
**Cc:** Secretary <secretary@landbridge.co.uk>; Norwich toTilbury <Norwich-Tilbury@fishergerman.co.uk>  
**Subject:** RE: Godbold - HOTs

Good Afternoon Ollie,

Please find attached Heads of Terms that have been delivered to the Godbold's at [REDACTED] to date. I appreciate your patience in receiving these.

Regarding other correspondence, they may have also recently received Section 56 notices which relates to information on registering with the Planning Inspectorate, these were sent out last month.

National Grid have provided feedback via the Consultation Report document submitted as part of the DCO application. This can be found via the following link - <https://nsip-documents.planninginspectorate.gov.uk/published-documents/EN020027-000159-5.1%20Consultation%20Report.pdf>

Kind Regards,  
Harry

Norwich to Tilbury

For and on Behalf of Fisher German LLP

0808 1753314

**fisher  
german**



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Olive Ann Godbold



Fisher German LLP  
The Atrium Risby Business Park  
Risby  
Bury St Edmunds  
Suffolk  
IP28 6RD

t. 0808 1753314  
e. [norwich-tilbury@fishergerman.co.uk](mailto:norwich-tilbury@fishergerman.co.uk)

Our Reference: NG/FG/N-T/9646

## **IMPORTANT – THIS COMMUNICATION AFFECTS YOUR PROPERTY**

Dear Olive Ann Godbold

### **National Grid – Norwich to Tilbury Project**

#### **Offer of Terms: Without Prejudice and Subject to Contract**

As you are aware, National Grid Electricity Transmission Plc (NGET) has been consulting on its proposals for the Norwich to Tilbury Project over a number of years now, including three rounds of project-wide consultation and then further localised engagement. This has enabled us to confirm the land rights we require to construct and operate the Norwich to Tilbury Project.

NGET is currently preparing to submit an application for a Development Consent Order (DCO) for the Norwich to Tilbury Project.

The Norwich to Tilbury Project is a critical nationally significant infrastructure project intended to support the UK's net zero target through the connection of new low carbon energy generation in East Anglia and by reinforcing the transmission network. As a consequence, and in order to enable construction and operation of the Norwich to Tilbury Project, NGET will seek, as part of its DCO application, powers of compulsory acquisition and temporary possession.

The application for the Norwich to Tilbury Project includes or affects land we believe you own, as shown on the plan(s) enclosed. Please note that in some instances the boundaries marked out on the enclosed plan(s) could deviate slightly from previous consultation plans where we have made minor changes to the preferred proposal.

It remains NGET's intention and preference to negotiate and secure voluntary agreements for the land and rights required to construct and operate the Norwich to Tilbury Project.

In continuation of this process, and further to previous correspondence, **this letter and its enclosures constitutes NGET's formal offer to acquire from you, by way of voluntary agreement, the specific land and/ or rights which NGET requires in order to construct and operate the Norwich to Tilbury Project.**

The enclosed Heads of Terms (HoTs) explain how your land is proposed to be affected, with reference to the accompanying plan(s) showing the areas of land over which various land and/or rights are being sought by NGET in line with its Land Rights Strategy.

We have previously sent you copies of relevant NGET policies which should be read in conjunction with these HoTs. A summary of these policy documents is included as an Appendix to this letter.

With reference to those existing policy documents, and in accordance with NGET's Payment Schedule for New Electricity Transmission Assets, the enclosed HoTs are issued to you on the following basis:

- at completion of the Option Agreement, NGET will reimburse any reasonable, proper and evidenced fees (exclusive of irrecoverable VAT) incurred by you in seeking valuation and legal advice on NGET's offer of terms, provided that all such sums are first agreed between your professional advisers and NGET before any undertakings are given to discharge such fees;
- NGET will prepare and complete the formal documents at its own cost without unreasonable delay;
- NGET will make good or compensate you for any loss or damage, in accordance with the covenants in the Deed of Grant; and
- NGET will make payment for the easement detailed in the Key Terms.

Please note that the Project will apply the Incentive Payment structure referred to in the above Payment Schedule. We will contact you with more details on how this will be implemented and applied in due course.

If you have not already done so, we would recommend appointing a Land Agent to act on your behalf, who will be able to assist with the progression of the HoTs. Please let us know who has been appointed to act on your behalf and we will issue them a copy of this correspondence to discuss in further detail. Should you have already notified us that you have instructed a Land Agent on your behalf, we will also send them a copy of this letter and the enclosed documents.

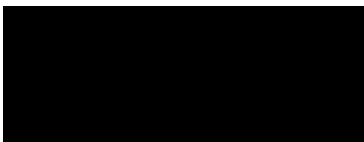
Once you have reviewed the enclosed offer, we would be grateful if you would confirm acceptance of the HoTs by returning a signed copy, and in addition once you have instructed a solicitor, confirm their details with us.

National Grid will then instruct its own solicitor to draft and issue the Option Agreement and the relevant land rights document(s) to your appointed solicitor.

If you wish to discuss anything relevant to this letter or the rights being pursued by NGET, please call Fisher German on 0808 1753314 or email us at [norwich-tilbury@fishergerman.co.uk](mailto:norwich-tilbury@fishergerman.co.uk)

We look forward to being in contact with you shortly.

Yours sincerely,



**Fisher German LLP on behalf of National Grid Electricity Transmission Plc**

Enc:

- Heads of Terms
- Plans

## Appendix

### Summary of Relevant NGET Policy Documentation

#### 1. National Grid - Land Rights Strategy and Payment Schedule for Assets (V1)

All affected landowners are offered Option Agreements to enable NGET to acquire land, permanent rights over land or to obtain temporary land rights over your land in line with the proposals that will form part of NGET's application for DCO consent.

NGET seeks temporary rights for construction activities, and permanent land and/or rights (easements) for the "as-built" assets (including all maintenance rights, access, drainage and landscaping/environmental mitigation that may be required for the Project).

Once HoTs are agreed, NGET's legal advisors will produce an Option Agreement for review by your appointed solicitor. Whilst the HoTs are not legally binding, they set out the key principles that will form part of the Option Agreement and other documents which will become legally binding.

In parallel with seeking voluntary agreements, and as is standard through the DCO process, NGET will apply for powers to temporarily possess and/or compulsorily acquire land or rights as a fall back, should Option Agreements not be secured voluntarily or should there be any issue with implementation of voluntary agreements (e.g. due to events such as insolvency, death/intestacy, loss of capacity etc). NGET's preference will always be to secure land rights on a voluntary basis.

#### 2. National Grid - Construction best practice for underground cable installation (V1) and Construction best practice for overhead line installation (V1)

These two documents set out NGET's approach to good practice on work carried out to install, maintain and operate equipment on, over, in or under land and what you as landowner or occupier can expect.

#### 3. National Grid – Payment of Surveyors' Fees (V6)

This document sets out the basis for the assessment of surveyors' fees which would be reimbursed by NGET, where the surveyors are retained by the landowners/occupiers in question.



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## NORWICH TO TILBURY

### HEADS OF TERMS

#### Option Agreement to Grant an Easement for National Grid Electricity Transmission to acquire rights and purchase land.

These Heads of Terms are not intended to create any legally binding obligations and are subject to contract and completion of formally executed legal documentation.

#### Without Prejudice Confidential and Subject to Contract

1.	<b>The Project</b>	Norwich to Tilbury
2.	<b>Grantor (Landowner)</b>	Olive Ann Godbold of [REDACTED] & Personal Representative to the Estate of Herbert Earchy Godbold of [REDACTED]
3.	<b>Grantee</b>	National Grid Electricity Transmission PLC (company number <b>02366977</b> ), 1-3 Strand, London WC2N 5EH (" <b>National Grid</b> ")
4.	<b>Grantor's Agent</b>	William Barton of Landbridge, Rivers Court, High Street, Sproughton, Ipswich, Suffolk, IP8 3AP. 01473 461203
5.	<b>Grantor's Solicitor</b>	Please confirm your appointed solicitor's name, firm, and contact details
6.	<b>Grantee's Agent</b>	Fisher German LLP, Norwich to Tilbury Lands Team, The Atrium Risby Business Park, Risby, Bury St Edmunds, Suffolk IP28 6RD
7.	<b>Grantee's Solicitor</b>	Bryan Cave Leighton Paisner, Governors House, 5 Laurence Pountney Hill, London EC4R 0BR
8.	<b>Plans</b>	The plans attached to these Heads of Terms reference HoT_BC1_SK316171.
9.	<b>Grantor's Land</b>	The freehold land shaded green on the Plans together with additional rights and interests that the Grantor may have in the subsoil or the adjoining highways, road, drains, ditches, watercourses, riparian rights and tracks forming the land registered at the Land Registry with title number(s) SK316171.
10.	<b>Option Area</b>	The area of land over which the Grantee will have an Option is shown edged red on the attached Plan(s).
11.	<b>Option Period</b>	7 years from the date of exchange of the Option Agreement within which to serve the Construction Notice.

<b>12.</b>	<b>Other Interests</b>	<p>It is for the Grantor to secure consent from tenants, occupiers and mortgagees and unless otherwise agreed by the Grantee on a case by case basis the beneficiaries of any restrictive covenant which would be breached by the carrying out of the Project works.</p> <p>Reasonable costs incurred by the Grantor for gaining the consent of mortgagors or lenders (such as the Agricultural Mortgage Corporation (AMC)) will be reimbursed by the Grantee, subject to the value being agreed between the parties in writing prior to the cost being incurred.</p>
<b>13.</b>	<b>New Interests</b>	<p>In the case of all disposals of land or rights in land, the Grantor is required to execute and deliver to the Grantee or its successors in title a Deed of Covenant in the form approved by the Grantee (such approval not to be unreasonably withheld or delayed).</p>
<b>14.</b>	<b>Restrictions within Option Area</b>	<p>During the Option Period the Grantor, and the occupier if applicable, are not to carry out activities within the Option Area that may prejudice the rights to be acquired by the Grantee, unless they have prior written consent of the Grantee (not to be unreasonably withheld). These activities include but are not limited to, construction of any buildings, development of land for any purpose other than the existing use, land drainage works, tree or hedgerow planting, excavations, installation of roads or access tracks, installation of dykes, ditches or hard boundaries, piling, installation of renewable energy technology, and any other work which would constitute development of the land forming the Option Area. Subject to the above restrictions the Grantor may undertake normal agricultural operations within the Option Area without the consent of the Grantee.</p>
<b>15.</b>	<b>Pre-Entry &amp; Survey Works</b>	<p>During the Option Period the Grantee shall be entitled to enter onto the Grantor's Land with or without its appointed contractors or agents upon giving not less than 7 days' prior notice to the Grantor for the purposes of undertaking reasonable site investigations or surveys and carrying out a photographic schedule of condition, subject (in the case of surveys) to the requisite compensation payments being made in line with the National Grid Land Rights Strategy and Payment Schedule for Assets. A schedule of condition will be undertaken prior to any enabling or construction works. The Grantee shall be entitled to enter onto the Grantor's Land in order to undertake enabling works including but not limited to removal of any affected hedgerows and carry out any environmental mitigation works required.</p>
<b>16.</b>	<b>Ancillary Rights for Utilities</b>	<p>The Grantor agrees to grant the Grantee and any other relevant third party a Deed of Grant of easement or wayleave across the Grantor's Land to facilitate the installation, diversion or crossing of utility services including water pipes, sewerage systems, surface water drainage systems, gas pipelines, electricity cables, communication cables and any other conducting media as required for the Project. The Grantor shall be entitled to receive any payments made by the relevant utility provider for the grant of the relevant right.</p>
<b>17.</b>	<b>Planning</b>	<p>The Grantor will not make any objection in respect of any planning application or Development Consent Order application which is submitted by the Grantee so far as each relates to the Grantor's Land and will use all</p>

		reasonable endeavours to assist the Grantee, where required, in obtaining any relevant permission or order.
<b>18.</b>	<b>Grantor's Agents Fees</b>	<p>On exchange of the Option Agreement the Grantee shall pay to the Grantor the Grantor's agent's reasonable and proper costs actually incurred in relation to the negotiation of these Heads of Terms and the Option Agreement in accordance with the National Grid Payment of Surveyors' Fees document. The Agent's fees will be payable based on an hourly rate agreed with National Grid in advance, subject to an initial cap of £2,500.</p> <p>The Agent's fees will be reimbursed up to £1,000 plus irrecoverable VAT invoiced on or after signing of the Heads of Terms, with the remainder payable on exchange of the Option Agreement.</p>
<b>19.</b>	<b>Grantor's Solicitors Fees</b>	<p>On exchange of the Option Agreement, the Grantee will contribute to the Grantor's solicitor's proper and reasonable legal fees up to the maximum sum of £2,750 plus irrecoverable VAT for time associated with negotiating and exchanging the Option Agreement and agreed form of Deed of Grant. The Grantee's solicitor will agree and provide an appropriate fee undertaking to the Grantor's solicitor following the agreement and signing of these Heads of Terms by the Grantor and/or their agent (as appropriate).</p>
<b>20.</b>	<b>Alienation</b>	<p>The Grantee may assign or transfer or novate any of the rights and/or obligations under, and/or the benefit of, the Option Agreement and/or Deed of Grant, whether in whole or in part, without any prior consent of the Grantor to any licenced electricity transmission operator and with the prior written consent of the Grantor (not to be unreasonably withheld or delayed) to any other person.</p>
<b>21.</b>	<b>Insurance &amp; Indemnity</b>	<p>The Grantee shall indemnify the Grantor against all actions which may be brought and all third-party claims and demands which may be made against the Grantor by reason of negligence or breach of its obligations in the Option Agreement and/or Deed of Grant.</p> <p>The Grantee shall keep and maintain public liability insurance of a minimum amount of £10,000,000 for each and every claim.</p>
<b>22.</b>	<b>Dispute Resolution</b>	<p>If any question, difference, or dispute arises under the terms of the Option Agreement it shall be referred to the determination of an expert experienced in such matters to be agreed between the parties (in the absence of agreement on the expert they will be appointed by the president of the RICS or the CAAV).</p>
<b>23.</b>	<b>Grantor's Obligations re title and VAT</b>	<p>The Grantor shall deduce title to the Option Area and the Grantor's Land.</p> <p>The Grantor shall at the Grantee's reasonable cost produce evidence of the VAT status of the Option Area (including where relevant to opted land, the decision to tax, the notification to and the acknowledgement from HMRC in relation to any option to waive the exemption to VAT).</p>

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## I. PURCHASE

1.	<b>Option to Purchase</b>	<p>The Grantee will be granted an option to purchase the land shown hatched blue on the Option Agreement Plan(s) being the "<b>Purchase Option Area</b>".</p> <p>The Grantee may exercise the option to acquire the whole or part of the Purchase Option Area (the "<b>Purchase Option</b>") at any time during the Option Period by serving a Construction Notice on the Grantor.</p> <p>Completion of the transfer of the whole or part of the Purchase Option Area will take place 20 working days after the exercise of the Purchase Option.</p> <p>The Construction Notice will include a plan showing the extent of the land to be acquired and the purchase price.</p> <p>The Grantee may serve multiple Construction Notices in respect of the Purchase Option Area so that the Purchase Option may be exercised in phases.</p> <p>The purchase price will be at the rate of £12,000 per acre, subject to CPI review from the date of completion of the Option Agreement to the CPI figure which is published in the month prior to completion and the balance of the purchase price shall be paid in full on completion of the transfer to the Grantee.</p>
2.	<b>Option Fee</b>	<p>10% of the consideration payable on completion of the Option Agreement as detailed in the Payments Schedule.</p> <p>This payment is non-refundable but is deductible upon exercise of the Option.</p>
3.	<b>Grantor's Retained Rights</b>	<p>The transfer from the Grantor to the Grantee shall reserve to the Grantor the following rights:</p> <ul style="list-style-type: none"> <li>(a) right of support;</li> <li>(b) right to develop notwithstanding diminution of light and air to the land transferred; and</li> <li>(c) other rights (if any) as are detailed in the Schedule attached to these heads of terms.</li> </ul>
4.	<b>Rights to be Granted to the Grantee</b>	<p>The transfer from the Grantor to the Grantee shall grant to the Grantee the following rights in favour of the land acquired over the Grantor's retained land which will be identified on the Option Agreement plan(s):</p> <ul style="list-style-type: none"> <li>(a) right of support;</li> <li>(b) right to install conduits;</li> <li>(c) right to access retained land for purposes of carrying out repairs and maintenance to the land transferred;</li> <li>(d) rights of access as shown on the Plan(s) over the retained land for purposes of access and egress to and from the land transferred; and</li> <li>(e) rights to services.</li> </ul>

Reference: NG/FG/N-T/9646, 14468

Date of issue: 31st October 2025

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**PAYMENTS SCHEDULE**

Acreage	Rate per acre	Payment £
2.06 acres	£12,000 per acre	£24720
10% Option Fee		£2472

### III. OVERHEAD LINE

1.	<b>Option Agreement/Deed of Grant</b>	<p>The Grantor and The Grantee will enter into an Option Agreement to acquire a permanent Deed of Grant relating to electric lines and where relevant towers and ancillary apparatus ("<b>OHL</b>").</p> <p>The Option Agreement will provide that the Grantee can call for a Deed of Grant within the OHL Option Area.</p> <p>The Option Agreement will contain rights to install and construct the OHL anywhere within the OHL Option Area and rights over the Grantor's Land referred to in the Option Agreement. During and after construction of the OHL, the Grantee shall have the benefit of the rights referenced in the Deed of Grant and the Grantor obligations contained in the Deed of Grant.</p> <p>The Option Agreement will contain an irrevocable power of attorney clause appointing the Grantee as attorney to execute the Deed of Grant. This is to ensure that the Deed of Grant is entered into once the installation of the OHL is completed and will only be exercised in the event that the Grantor defaults.</p> <p>Completion of the Deed of Grant will take place once the OHL has been installed and the as-built plans showing the route of the OHL are available.</p>
2.	<b>OHL Option Area</b>	Shown shaded pink on the Option Agreement Plan(s).
3.	<b>Rights in the Deed of Easement</b>	The Deed of Easement will contain rights to use, maintain, replace the OHL and will include rights of access and drainage over the Grantor's Land, and restrictions over the land within the Easement to protect the cables.
4.	<b>Temporary Rights for cable Installation / Construction Works</b>	<p>The Grantee requires entry onto the OHL Option Area for the purposes of construction and associated works and to carry out all works required by the Grantee to construct and render operational the OHL including without limitation ancillary works of excavation, creation of temporary access roads, resurfacing, protecting, testing and drainage works including any de-watering works.</p> <p>Entry onto the OHL Option Area shall be after 14 days' written notice (the "Construction Notice") and after the Entry Payment has been made.</p>
5.	<b>Reinstatement</b>	Following completion of the installation of the OHL, the Grantee will reinstate the OHL Option Area to the Grantor's reasonable satisfaction and to the reasonable satisfaction of the occupier, if applicable and provided that this is not contrary to the Grantor's reasonable satisfaction, having carried out a photographic pre-entry schedule of condition. A copy of the pre-entry schedule of condition will be provided to the Grantor (and the Grantor's Agent).
6.	<b>Land Drainage</b>	The Grantor is (where possible) to make available plans of any existing drainage schemes to the Grantee in advance of construction works. The Grantee shall ensure where reasonable and appropriate the land drainage systems on the Grantor's Land are left in no worse condition than before the date of entry for construction and associated works, or if to the extent that such damage cannot be made good and where not practical to do so, the Grantor will be compensated.



7.	<b>Construction Best Practice for OHL</b>	All Project works will be carried out in adherence to National Grid's Construction Best Practice for Overhead Line Installation.
8.	<b>Anticipated OHL</b>	Anticipated OHL is shown in the Payment Schedule, located within the OHL Option Area and shown on the Option Agreement Plan(s).
9.	<b>Final OHL</b>	To be determined once the OHL has been installed and shown on a plan to be attached to the final Deed of Grant.
10.	<b>Easement Term</b>	In perpetuity.
11.	<b>OHL</b>	The overhead lines (shown in the indicative positions approximately indicated by a solid purple line on the Plan(s) and subject to their maximum swing for transmitting electricity for the purposes of its or their operations together with an earth wire(s) fibre optic cables (in connection with the use of the Grantee's Undertaking only) and the Towers (if any) for supporting the same together with such ancillary equipment and apparatus as may be required by the Grantee
12.	<b>Consideration</b>	<p>The consideration for the rights granted in the Option Agreement and Deed of Grant will be calculated and payable in accordance with the Grantee's Land Rights Strategy and detailed in the Payments Schedule and will be paid in the following tranches:</p> <ul style="list-style-type: none"> <li>(a) 25% of the Agreed Value on exchange of the Option Agreement ("the <b>Option Payment</b>");</li> <li>(b) 50% of the Agreed Value on service of the Construction Notice ("the <b>Construction Notice Entry Payment</b>");</li> <li>(c) 25% of the Agreed Value on completion of the Deed of Grant ("the <b>Balancing Payment</b>").</li> </ul> <p>The consideration initially agreed will be based on the Anticipated OHL. If the Final OHL increases from the Anticipated OHL once the Option Agreement is entered into, the Option Agreement provides for an adjustment to the Balancing Payment to increase the overall consideration.</p>
13.	<b>Completion</b>	The actual completion of the Deed of Grant pursuant to the terms of the Option Agreement shall be 20 working days after the date of service of the Completion Notice.
14.	<b>Incentive Payment</b>	<p><b>Incentive Payments for Permanent Rights</b></p> <p>An Incentive Payment of 20% of the consideration payable to the Grantor for the electric lines and where relevant towers and ancillary apparatus under the Option Agreement is payable in the following circumstances:</p> <p>These heads of terms are returned to the Grantee agreed and signed by the Grantor within an 8 week period of issue by the Grantee to the Grantor; and</p> <p>The Option Agreement is exchanged within 12 weeks of the date that the draft Option Agreement is sent to the Grantor's Solicitor to the e mail address of the individual named in these heads of terms by the Grantee's Solicitor.</p>

**PAYMENT SCHEDULE**

<b>Asset/Land/Rights</b>	<b>Number/Length/Area</b>	<b>Rate</b>	<b>Total</b>
New Tower - Arable Land	<b>8</b>	<b>£8,000</b>	<b>£64000</b>
New Tower – Permanent Grass Land	<b>N/A</b>	<b>£6,000</b>	<b>£N/A</b>
Note that the following oversail payments only apply where no tower rights are required			
New Oversail: 100m+	<b>N/A</b>	<b>£1,000</b>	<b>£N/A</b>
New Oversail: 50-99m	<b>N/A</b>	<b>£750</b>	<b>£N/A</b>
New Oversail: 0-49m	<b>N/A</b>	<b>£500</b>	<b>£N/A</b>
<b>Incentive Payment based on 20% of total of above payment(s)</b>			
<b>Total</b>			<b>£64000</b>
<b>Initial Payment</b> 25% payable on exchange of Option Agreement to Grant an Easement			<b>£16000</b>
<b>Entry Payment</b> 50% payable on taking entry onto land for construction under Option Agreement to Grant an Easement			<b>£32000</b>
<b>Easement Completion Payment</b> 25% payable on completion of Easement following construction together with any other payment already agreed ("the Balancing Payment").			<b>£16000</b>

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## **SIGNATURE PAGE**

**Signed:** .....  
Grantor or Authorised Agent for and on behalf of the Grantor

**Name of signatory** (in BLOCK CAPITALS): .....

**Signed:** .....  
Authorised Agent for and on behalf of the Grantee

**Name of signatory** (in BLOCK CAPITALS): .....

Dated.....

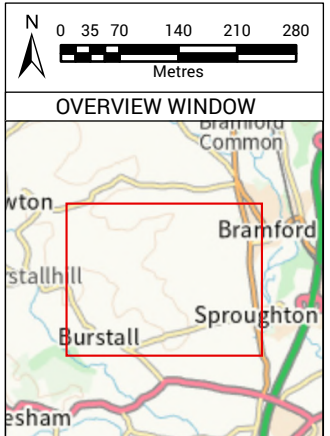
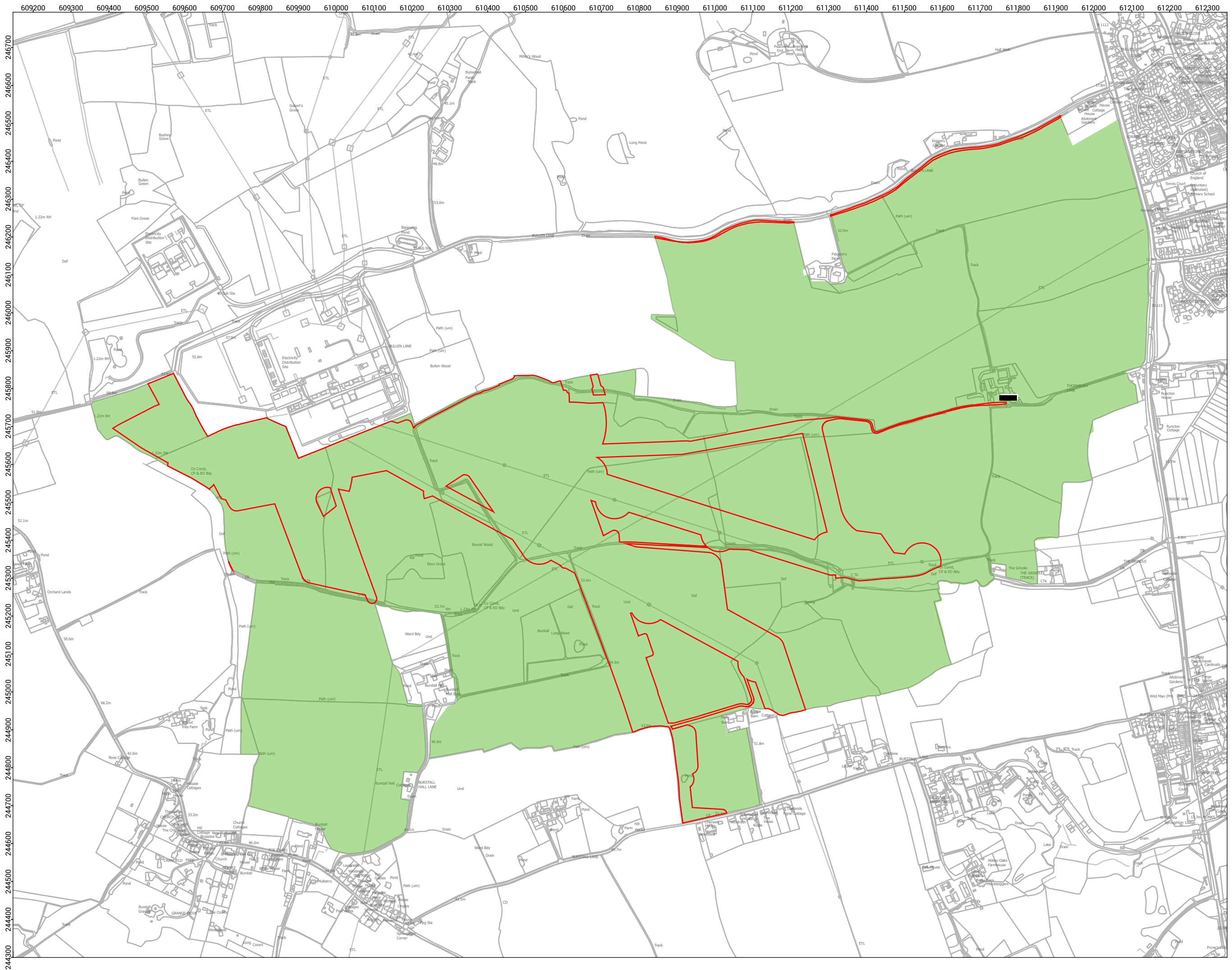
**Please return the signed Heads of Terms in electronic format to:**

norwich-tilbury@fishergerman.co.uk

**Alternatively, please return the signed Heads of Terms in paper form to:**


Fisher German LLP, Norwich to Tilbury Lands Team, The Atrium Risby Business Park, Risby,  
Bury St Edmunds, Suffolk IP28 6RD

**If these Heads of Terms are being signed by the Grantor's agent, the Grantor's agent must return the signed Heads of Terms together with confirmation that the agent has written instructions to act on behalf of the Grantor.**




**LEGEND:**


**Interests in Land**

 Grantor's Land

**General**

 Option Area

**Temporary Rights Acquisition**

 Temporary Drainage

Party IDs: 9646, 14468  
Title: SK316171

PLAN IS FOR INDICATIVE  
PURPOSES ONLY

REVISION: A
CLIENT: 

SCHEME: NORWICH TO TILBURY
-------------------------------

TITLE:  
TEMPORARY HOT PLAN

FP.105141-008

SCALE: 1:9,000 @ A3  
DATE: 13/10/2025

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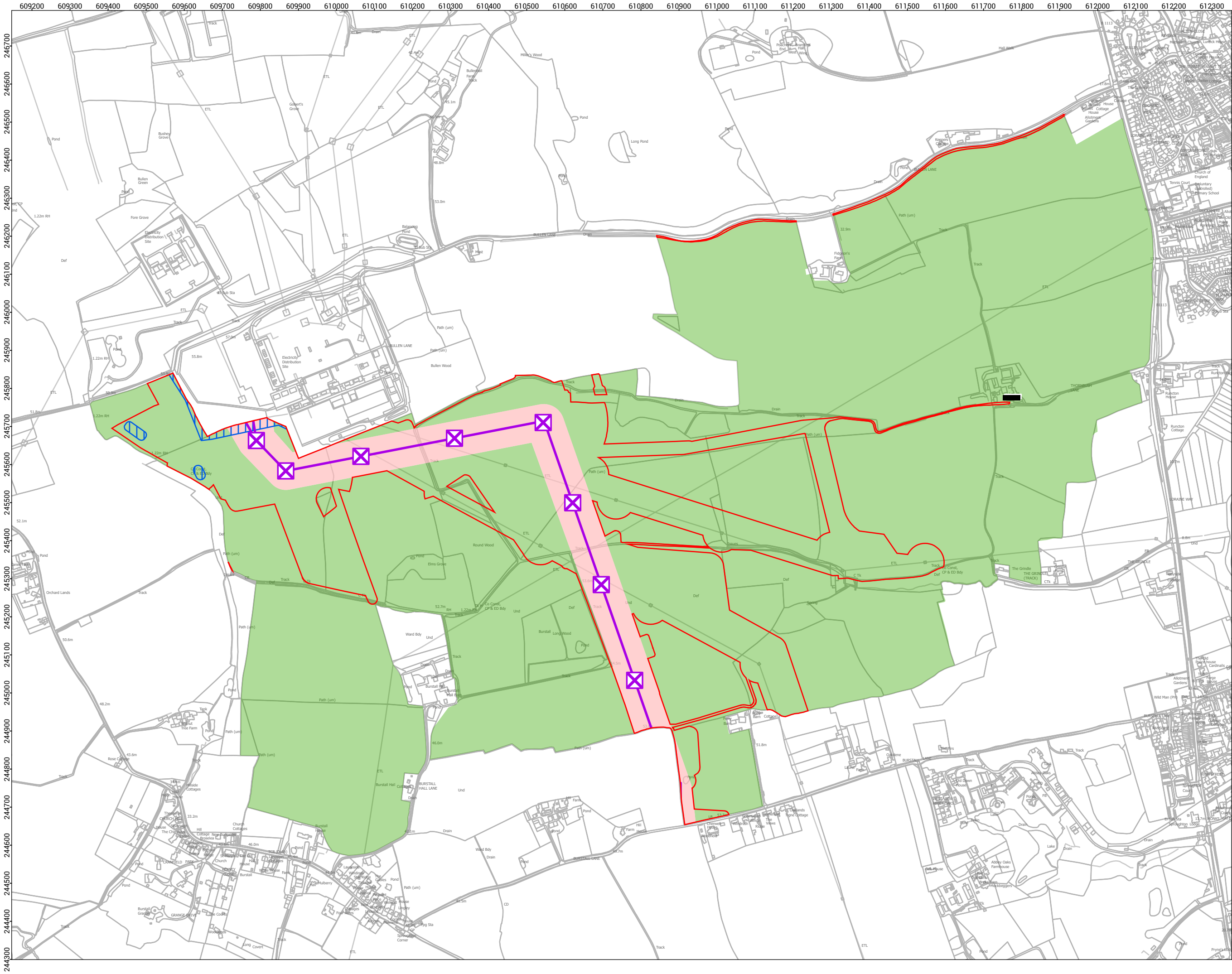
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german**

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NGET-NT-2025-07-GF-HOT-  
TEMP\_HoT\_BC1\_SK316171







0

35

70

140

210

280

Metres

OVERVIEW WINDOW

LEGEND:

Interests in Land

Grantor's Land

General

Option Area

Permanent Rights Acquisition

Purchase Option Area

OHL Easement Option Area

Proposed Project Design Details

New lattice pylon

New overhead line

Party IDs: 9646, 14468

Title: SK316171

PLAN IS FOR INDICATIVE

PURPOSES ONLY

REVISION: A

CLIENT: **nationalgrid**

SCHEME:

NORWICH TO TILBURY

TITLE:

PERMANENT HOT PLAN

FP: 105141-008

SCALE: 1:9,000 @ A3

DATE: 02/10/2025

Ordnance Survey

Licensed Mapping

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**fisher  
german**

DRAWING REF:

NGET-NT-2025-07-GF-HOT-

PERM\_HoT\_BCI\_SK316171





Personal Representative to the Estate of Herbert Earthy Godbold  
[REDACTED] Hall  
Lane  
Bramford  
Ipswich  
IP8 4JB

Fisher German LLP  
The Atrium Risby Business Park  
Risby  
Bury St Edmunds  
Suffolk  
IP28 6RD  
t. 0808 1753314  
e. [norwich-tilbury@fishergerman.co.uk](mailto:norwich-tilbury@fishergerman.co.uk)

Our Reference: NG/FG/N-T/14468

**IMPORTANT – THIS COMMUNICATION AFFECTS YOUR PROPERTY**

Dear Personal Representative to the Estate of Herbert Earthy Godbold

**National Grid – Norwich to Tilbury Project**

**Offer of Terms: Without Prejudice and Subject to Contract**

As you are aware, National Grid Electricity Transmission Plc (NGET) has been consulting on its proposals for the Norwich to Tilbury Project over a number of years now, including three rounds of project-wide consultation and then further localised engagement. This has enabled us to confirm the land rights we require to construct and operate the Norwich to Tilbury Project.

NGET is currently preparing to submit an application for a Development Consent Order (DCO) for the Norwich to Tilbury Project.

The Norwich to Tilbury Project is a critical nationally significant infrastructure project intended to support the UK's net zero target through the connection of new low carbon energy generation in East Anglia and by reinforcing the transmission network. As a consequence, and in order to enable construction and operation of the Norwich to Tilbury Project, NGET will seek, as part of its DCO application, powers of compulsory acquisition and temporary possession.

The application for the Norwich to Tilbury Project includes or affects land we believe you own, as shown on the plan(s) enclosed. Please note that in some instances the boundaries marked out on the enclosed plan(s) could deviate slightly from previous consultation plans where we have made minor changes to the preferred proposal.

It remains NGET's intention and preference to negotiate and secure voluntary agreements for the land and rights required to construct and operate the Norwich to Tilbury Project.

In continuation of this process, and further to previous correspondence, **this letter and its enclosures constitutes NGET's formal offer to acquire from you, by way of voluntary agreement, the specific land and/ or rights which NGET requires in order to construct and operate the Norwich to Tilbury Project.**

The enclosed Heads of Terms (HoTs) explain how your land is proposed to be affected, with reference to the accompanying plan(s) showing the areas of land over which various land and/or rights are being sought by NGET in line with its Land Rights Strategy.

We have previously sent you copies of relevant NGET policies which should be read in conjunction with these HoTs. A summary of these policy documents is included as an Appendix to this letter.

With reference to those existing policy documents, and in accordance with NGET's Payment Schedule for New Electricity Transmission Assets, the enclosed HoTs are issued to you on the following basis:

- at completion of the Option Agreement, NGET will reimburse any reasonable, proper and evidenced fees (exclusive of irrecoverable VAT) incurred by you in seeking valuation and legal advice on NGET's offer of terms, provided that all such sums are first agreed between your professional advisers and NGET before any undertakings are given to discharge such fees;
- NGET will prepare and complete the formal documents at its own cost without unreasonable delay;
- NGET will make good or compensate you for any loss or damage, in accordance with the covenants in the Deed of Grant; and
- NGET will make payment for the easement detailed in the Key Terms.

Please note that the Project will apply the Incentive Payment structure referred to in the above Payment Schedule. We will contact you with more details on how this will be implemented and applied in due course.

If you have not already done so, we would recommend appointing a Land Agent to act on your behalf, who will be able to assist with the progression of the HoTs. Please let us know who has been appointed to act on your behalf and we will issue them a copy of this correspondence to discuss in further detail. Should you have already notified us that you have instructed a Land Agent on your behalf, we will also send them a copy of this letter and the enclosed documents.

Once you have reviewed the enclosed offer, we would be grateful if you would confirm acceptance of the HoTs by returning a signed copy, and in addition once you have instructed a solicitor, confirm their details with us.

National Grid will then instruct its own solicitor to draft and issue the Option Agreement and the relevant land rights document(s) to your appointed solicitor.

If you wish to discuss anything relevant to this letter or the rights being pursued by NGET, please call Fisher German on 0808 1753314 or email us at [norwich-tilbury@fishergerman.co.uk](mailto:norwich-tilbury@fishergerman.co.uk)

We look forward to being in contact with you shortly.

Yours sincerely,



**Fisher German LLP on behalf of National Grid Electricity Transmission Plc**

Enc:

- Heads of Terms
- Plans

## Appendix

### Summary of Relevant NGET Policy Documentation

#### 1. National Grid - Land Rights Strategy and Payment Schedule for Assets (V1)

All affected landowners are offered Option Agreements to enable NGET to acquire land, permanent rights over land or to obtain temporary land rights over your land in line with the proposals that will form part of NGET's application for DCO consent.

NGET seeks temporary rights for construction activities, and permanent land and/or rights (easements) for the "as-built" assets (including all maintenance rights, access, drainage and landscaping/environmental mitigation that may be required for the Project).

Once HoTs are agreed, NGET's legal advisors will produce an Option Agreement for review by your appointed solicitor. Whilst the HoTs are not legally binding, they set out the key principles that will form part of the Option Agreement and other documents which will become legally binding.

In parallel with seeking voluntary agreements, and as is standard through the DCO process, NGET will apply for powers to temporarily possess and/or compulsorily acquire land or rights as a fall back, should Option Agreements not be secured voluntarily or should there be any issue with implementation of voluntary agreements (e.g. due to events such as insolvency, death/intestacy, loss of capacity etc). NGET's preference will always be to secure land rights on a voluntary basis.

#### 2. National Grid - Construction best practice for underground cable installation (V1) and Construction best practice for overhead line installation (V1)

These two documents set out NGET's approach to good practice on work carried out to install, maintain and operate equipment on, over, in or under land and what you as landowner or occupier can expect.

#### 3. National Grid – Payment of Surveyors' Fees (V6)

This document sets out the basis for the assessment of surveyors' fees which would be reimbursed by NGET, where the surveyors are retained by the landowners/occupiers in question.

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## NORWICH TO TILBURY

### HEADS OF TERMS

#### Option Agreement to Grant an Easement for National Grid Electricity Transmission to acquire rights and purchase land.

These Heads of Terms are not intended to create any legally binding obligations and are subject to contract and completion of formally executed legal documentation.

#### Without Prejudice Confidential and Subject to Contract

1.	<b>The Project</b>	Norwich to Tilbury
2.	<b>Grantor (Landowner)</b>	Olive Ann Godbold of [REDACTED] [REDACTED] Personal Representative to the Estate of Herbert Earchy Godbold of [REDACTED]
3.	<b>Grantee</b>	National Grid Electricity Transmission PLC (company number <b>02366977</b> ), 1-3 Strand, London WC2N 5EH (" <b>National Grid</b> ")
4.	<b>Grantor's Agent</b>	William Barton of Landbridge, Rivers Court, High Street, Sproughton, Ipswich, Suffolk, IP8 3AP. 01473 461203
5.	<b>Grantor's Solicitor</b>	Please confirm your appointed solicitor's name, firm, and contact details
6.	<b>Grantee's Agent</b>	Fisher German LLP, Norwich to Tilbury Lands Team, The Atrium Risby Business Park, Risby, Bury St Edmunds, Suffolk IP28 6RD
7.	<b>Grantee's Solicitor</b>	Bryan Cave Leighton Paisner, Governors House, 5 Laurence Pountney Hill, London EC4R 0BR
8.	<b>Plans</b>	The plans attached to these Heads of Terms reference HoT_BC1_SK316171.
9.	<b>Grantor's Land</b>	The freehold land shaded green on the Plans together with additional rights and interests that the Grantor may have in the subsoil or the adjoining highways, road, drains, ditches, watercourses, riparian rights and tracks forming the land registered at the Land Registry with title number(s) SK316171.
10.	<b>Option Area</b>	The area of land over which the Grantee will have an Option is shown edged red on the attached Plan(s).
11.	<b>Option Period</b>	7 years from the date of exchange of the Option Agreement within which to serve the Construction Notice.

<b>12.</b>	<b>Other Interests</b>	<p>It is for the Grantor to secure consent from tenants, occupiers and mortgagees and unless otherwise agreed by the Grantee on a case by case basis the beneficiaries of any restrictive covenant which would be breached by the carrying out of the Project works.</p> <p>Reasonable costs incurred by the Grantor for gaining the consent of mortgagors or lenders (such as the Agricultural Mortgage Corporation (AMC)) will be reimbursed by the Grantee, subject to the value being agreed between the parties in writing prior to the cost being incurred.</p>
<b>13.</b>	<b>New Interests</b>	<p>In the case of all disposals of land or rights in land, the Grantor is required to execute and deliver to the Grantee or its successors in title a Deed of Covenant in the form approved by the Grantee (such approval not to be unreasonably withheld or delayed).</p>
<b>14.</b>	<b>Restrictions within Option Area</b>	<p>During the Option Period the Grantor, and the occupier if applicable, are not to carry out activities within the Option Area that may prejudice the rights to be acquired by the Grantee, unless they have prior written consent of the Grantee (not to be unreasonably withheld). These activities include but are not limited to, construction of any buildings, development of land for any purpose other than the existing use, land drainage works, tree or hedgerow planting, excavations, installation of roads or access tracks, installation of dykes, ditches or hard boundaries, piling, installation of renewable energy technology, and any other work which would constitute development of the land forming the Option Area. Subject to the above restrictions the Grantor may undertake normal agricultural operations within the Option Area without the consent of the Grantee.</p>
<b>15.</b>	<b>Pre-Entry &amp; Survey Works</b>	<p>During the Option Period the Grantee shall be entitled to enter onto the Grantor's Land with or without its appointed contractors or agents upon giving not less than 7 days' prior notice to the Grantor for the purposes of undertaking reasonable site investigations or surveys and carrying out a photographic schedule of condition, subject (in the case of surveys) to the requisite compensation payments being made in line with the National Grid Land Rights Strategy and Payment Schedule for Assets. A schedule of condition will be undertaken prior to any enabling or construction works. The Grantee shall be entitled to enter onto the Grantor's Land in order to undertake enabling works including but not limited to removal of any affected hedgerows and carry out any environmental mitigation works required.</p>
<b>16.</b>	<b>Ancillary Rights for Utilities</b>	<p>The Grantor agrees to grant the Grantee and any other relevant third party a Deed of Grant of easement or wayleave across the Grantor's Land to facilitate the installation, diversion or crossing of utility services including water pipes, sewerage systems, surface water drainage systems, gas pipelines, electricity cables, communication cables and any other conducting media as required for the Project. The Grantor shall be entitled to receive any payments made by the relevant utility provider for the grant of the relevant right.</p>
<b>17.</b>	<b>Planning</b>	<p>The Grantor will not make any objection in respect of any planning application or Development Consent Order application which is submitted by the Grantee so far as each relates to the Grantor's Land and will use all</p>

		reasonable endeavours to assist the Grantee, where required, in obtaining any relevant permission or order.
<b>18.</b>	<b>Grantor's Agents Fees</b>	<p>On exchange of the Option Agreement the Grantee shall pay to the Grantor the Grantor's agent's reasonable and proper costs actually incurred in relation to the negotiation of these Heads of Terms and the Option Agreement in accordance with the National Grid Payment of Surveyors' Fees document. The Agent's fees will be payable based on an hourly rate agreed with National Grid in advance, subject to an initial cap of £2,500.</p> <p>The Agent's fees will be reimbursed up to £1,000 plus irrecoverable VAT invoiced on or after signing of the Heads of Terms, with the remainder payable on exchange of the Option Agreement.</p>
<b>19.</b>	<b>Grantor's Solicitors Fees</b>	<p>On exchange of the Option Agreement, the Grantee will contribute to the Grantor's solicitor's proper and reasonable legal fees up to the maximum sum of £2,750 plus irrecoverable VAT for time associated with negotiating and exchanging the Option Agreement and agreed form of Deed of Grant. The Grantee's solicitor will agree and provide an appropriate fee undertaking to the Grantor's solicitor following the agreement and signing of these Heads of Terms by the Grantor and/or their agent (as appropriate).</p>
<b>20.</b>	<b>Alienation</b>	<p>The Grantee may assign or transfer or novate any of the rights and/or obligations under, and/or the benefit of, the Option Agreement and/or Deed of Grant, whether in whole or in part, without any prior consent of the Grantor to any licenced electricity transmission operator and with the prior written consent of the Grantor (not to be unreasonably withheld or delayed) to any other person.</p>
<b>21.</b>	<b>Insurance &amp; Indemnity</b>	<p>The Grantee shall indemnify the Grantor against all actions which may be brought and all third-party claims and demands which may be made against the Grantor by reason of negligence or breach of its obligations in the Option Agreement and/or Deed of Grant.</p> <p>The Grantee shall keep and maintain public liability insurance of a minimum amount of £10,000,000 for each and every claim.</p>
<b>22.</b>	<b>Dispute Resolution</b>	<p>If any question, difference, or dispute arises under the terms of the Option Agreement it shall be referred to the determination of an expert experienced in such matters to be agreed between the parties (in the absence of agreement on the expert they will be appointed by the president of the RICS or the CAAV).</p>
<b>23.</b>	<b>Grantor's Obligations re title and VAT</b>	<p>The Grantor shall deduce title to the Option Area and the Grantor's Land.</p> <p>The Grantor shall at the Grantee's reasonable cost produce evidence of the VAT status of the Option Area (including where relevant to opted land, the decision to tax, the notification to and the acknowledgement from HMRC in relation to any option to waive the exemption to VAT).</p>

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## I. PURCHASE

1.	<b>Option to Purchase</b>	<p>The Grantee will be granted an option to purchase the land shown hatched blue on the Option Agreement Plan(s) being the "<b>Purchase Option Area</b>".</p> <p>The Grantee may exercise the option to acquire the whole or part of the Purchase Option Area (the "<b>Purchase Option</b>") at any time during the Option Period by serving a Construction Notice on the Grantor.</p> <p>Completion of the transfer of the whole or part of the Purchase Option Area will take place 20 working days after the exercise of the Purchase Option.</p> <p>The Construction Notice will include a plan showing the extent of the land to be acquired and the purchase price.</p> <p>The Grantee may serve multiple Construction Notices in respect of the Purchase Option Area so that the Purchase Option may be exercised in phases.</p> <p>The purchase price will be at the rate of £12,000 per acre, subject to CPI review from the date of completion of the Option Agreement to the CPI figure which is published in the month prior to completion and the balance of the purchase price shall be paid in full on completion of the transfer to the Grantee.</p>
2.	<b>Option Fee</b>	<p>10% of the consideration payable on completion of the Option Agreement as detailed in the Payments Schedule.</p> <p>This payment is non-refundable but is deductible upon exercise of the Option.</p>
3.	<b>Grantor's Retained Rights</b>	<p>The transfer from the Grantor to the Grantee shall reserve to the Grantor the following rights:</p> <ul style="list-style-type: none"> <li>(a) right of support;</li> <li>(b) right to develop notwithstanding diminution of light and air to the land transferred; and</li> <li>(c) other rights (if any) as are detailed in the Schedule attached to these heads of terms.</li> </ul>
4.	<b>Rights to be Granted to the Grantee</b>	<p>The transfer from the Grantor to the Grantee shall grant to the Grantee the following rights in favour of the land acquired over the Grantor's retained land which will be identified on the Option Agreement plan(s):</p> <ul style="list-style-type: none"> <li>(a) right of support;</li> <li>(b) right to install conduits;</li> <li>(c) right to access retained land for purposes of carrying out repairs and maintenance to the land transferred;</li> <li>(d) rights of access as shown on the Plan(s) over the retained land for purposes of access and egress to and from the land transferred; and</li> <li>(e) rights to services.</li> </ul>

Reference: NG/FG/N-T/9646, 14468

Date of issue: 31st October 2025

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**PAYMENTS SCHEDULE**

Acreage	Rate per acre	Payment £
2.06 acres	£12,000 per acre	£24720
10% Option Fee		£2472

### III. OVERHEAD LINE

1.	<b>Option Agreement/Deed of Grant</b>	<p>The Grantor and The Grantee will enter into an Option Agreement to acquire a permanent Deed of Grant relating to electric lines and where relevant towers and ancillary apparatus ("<b>OHL</b>").</p> <p>The Option Agreement will provide that the Grantee can call for a Deed of Grant within the OHL Option Area.</p> <p>The Option Agreement will contain rights to install and construct the OHL anywhere within the OHL Option Area and rights over the Grantor's Land referred to in the Option Agreement. During and after construction of the OHL, the Grantee shall have the benefit of the rights referenced in the Deed of Grant and the Grantor obligations contained in the Deed of Grant.</p> <p>The Option Agreement will contain an irrevocable power of attorney clause appointing the Grantee as attorney to execute the Deed of Grant. This is to ensure that the Deed of Grant is entered into once the installation of the OHL is completed and will only be exercised in the event that the Grantor defaults.</p> <p>Completion of the Deed of Grant will take place once the OHL has been installed and the as-built plans showing the route of the OHL are available.</p>
2.	<b>OHL Option Area</b>	Shown shaded pink on the Option Agreement Plan(s).
3.	<b>Rights in the Deed of Easement</b>	The Deed of Easement will contain rights to use, maintain, replace the OHL and will include rights of access and drainage over the Grantor's Land, and restrictions over the land within the Easement to protect the cables.
4.	<b>Temporary Rights for cable Installation / Construction Works</b>	<p>The Grantee requires entry onto the OHL Option Area for the purposes of construction and associated works and to carry out all works required by the Grantee to construct and render operational the OHL including without limitation ancillary works of excavation, creation of temporary access roads, resurfacing, protecting, testing and drainage works including any de-watering works.</p> <p>Entry onto the OHL Option Area shall be after 14 days' written notice (the "Construction Notice") and after the Entry Payment has been made.</p>
5.	<b>Reinstatement</b>	Following completion of the installation of the OHL, the Grantee will reinstate the OHL Option Area to the Grantor's reasonable satisfaction and to the reasonable satisfaction of the occupier, if applicable and provided that this is not contrary to the Grantor's reasonable satisfaction, having carried out a photographic pre-entry schedule of condition. A copy of the pre-entry schedule of condition will be provided to the Grantor (and the Grantor's Agent).
6.	<b>Land Drainage</b>	The Grantor is (where possible) to make available plans of any existing drainage schemes to the Grantee in advance of construction works. The Grantee shall ensure where reasonable and appropriate the land drainage systems on the Grantor's Land are left in no worse condition than before the date of entry for construction and associated works, or if to the extent that such damage cannot be made good and where not practical to do so, the Grantor will be compensated.

7.	<b>Construction Best Practice for OHL</b>	All Project works will be carried out in adherence to National Grid's Construction Best Practice for Overhead Line Installation.
8.	<b>Anticipated OHL</b>	Anticipated OHL is shown in the Payment Schedule, located within the OHL Option Area and shown on the Option Agreement Plan(s).
9.	<b>Final OHL</b>	To be determined once the OHL has been installed and shown on a plan to be attached to the final Deed of Grant.
10.	<b>Easement Term</b>	In perpetuity.
11.	<b>OHL</b>	The overhead lines (shown in the indicative positions approximately indicated by a solid purple line on the Plan(s) and subject to their maximum swing for transmitting electricity for the purposes of its or their operations together with an earth wire(s) fibre optic cables (in connection with the use of the Grantee's Undertaking only) and the Towers (if any) for supporting the same together with such ancillary equipment and apparatus as may be required by the Grantee
12.	<b>Consideration</b>	<p>The consideration for the rights granted in the Option Agreement and Deed of Grant will be calculated and payable in accordance with the Grantee's Land Rights Strategy and detailed in the Payments Schedule and will be paid in the following tranches:</p> <ul style="list-style-type: none"> <li>(a) 25% of the Agreed Value on exchange of the Option Agreement ("the <b>Option Payment</b>");</li> <li>(b) 50% of the Agreed Value on service of the Construction Notice ("the <b>Construction Notice Entry Payment</b>");</li> <li>(c) 25% of the Agreed Value on completion of the Deed of Grant ("the <b>Balancing Payment</b>").</li> </ul> <p>The consideration initially agreed will be based on the Anticipated OHL. If the Final OHL increases from the Anticipated OHL once the Option Agreement is entered into, the Option Agreement provides for an adjustment to the Balancing Payment to increase the overall consideration.</p>
13.	<b>Completion</b>	The actual completion of the Deed of Grant pursuant to the terms of the Option Agreement shall be 20 working days after the date of service of the Completion Notice.
14.	<b>Incentive Payment</b>	<p><b>Incentive Payments for Permanent Rights</b></p> <p>An Incentive Payment of 20% of the consideration payable to the Grantor for the electric lines and where relevant towers and ancillary apparatus under the Option Agreement is payable in the following circumstances:</p> <p>These heads of terms are returned to the Grantee agreed and signed by the Grantor within an 8 week period of issue by the Grantee to the Grantor; and</p> <p>The Option Agreement is exchanged within 12 weeks of the date that the draft Option Agreement is sent to the Grantor's Solicitor to the e mail address of the individual named in these heads of terms by the Grantee's Solicitor.</p>

**PAYMENT SCHEDULE**

<b>Asset/Land/Rights</b>	<b>Number/Length/Area</b>	<b>Rate</b>	<b>Total</b>
New Tower - Arable Land	<b>8</b>	<b>£8,000</b>	<b>£64000</b>
New Tower – Permanent Grass Land	<b>N/A</b>	<b>£6,000</b>	<b>£N/A</b>
Note that the following oversail payments only apply where no tower rights are required			
New Oversail: 100m+	<b>N/A</b>	<b>£1,000</b>	<b>£N/A</b>
New Oversail: 50-99m	<b>N/A</b>	<b>£750</b>	<b>£N/A</b>
New Oversail: 0-49m	<b>N/A</b>	<b>£500</b>	<b>£N/A</b>
<b>Incentive Payment based on 20% of total of above payment(s)</b>			
<b>Total</b>			<b>£64000</b>
<b>Initial Payment</b> 25% payable on exchange of Option Agreement to Grant an Easement			<b>£16000</b>
<b>Entry Payment</b> 50% payable on taking entry onto land for construction under Option Agreement to Grant an Easement			<b>£32000</b>
<b>Easement Completion Payment</b> 25% payable on completion of Easement following construction together with any other payment already agreed ("the Balancing Payment").			<b>£16000</b>

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**SIGNATURE PAGE**

**Signed:** .....  
Grantor or Authorised Agent for and on behalf of the Grantor

**Name of signatory** (in BLOCK CAPITALS): .....

**Signed:** .....  
Authorised Agent for and on behalf of the Grantee

**Name of signatory** (in BLOCK CAPITALS): .....

Dated.....

**Please return the signed Heads of Terms in electronic format to:**

norwich-tilbury@fishergerman.co.uk

**Alternatively, please return the signed Heads of Terms in paper form to:**

Fisher German LLP, Norwich to Tilbury Lands Team, The Atrium Risby Business Park, Risby,  
Bury St Edmunds, Suffolk IP28 6RD

**If these Heads of Terms are being signed by the Grantor's agent, the Grantor's agent must return the signed Heads of Terms together with confirmation that the agent has written instructions to act on behalf of the Grantor.**











## **EXHIBIT WB29**

**From:** William Barton [REDACTED] >

**Sent:** 02 December 2025 10:25

**To:** Stephen Boughton <[REDACTED]>

<[REDACTED]>

**Subject:** RE: RE: [EXTERNAL] FW: Norwich to Tilbury - Heads of Terms - subject to contract and without prejudice

Dear Nick

Further to my email below please could you confirm when you are able to meet. I would like to get this in the diary by close of play if at all possible, given the run up to Christmas slots are filling fast.

Please could you also confirm the contact details of the lawyers who will be dealing with the legal agreement drafting. We also need to know which lawyers will be representing UKPN.

I look forward to hearing from you.

With kind regards

*Will*

**EXHIBIT WB30**

---

**From:** [REDACTED]  
**Sent:** 03 December 2025 11:36  
**To:** [REDACTED].co.uk>  
**Cc:** Norwich toTilbury <[Norwich-Tilbury@fishergerman.co.uk](mailto:Norwich-Tilbury@fishergerman.co.uk)>; [REDACTED]  
**Subject:** National Grid - Norwich to Tilbury - HOT's E-Copies

I'm using Mimecast to share large files with you. Please see the attached instructions.

---

Good morning, William,

I hope you are well.

Please find attached e-copies of all the HOTs packs we have sent to your clients to date. If you feel that there are any missing, please do let me know.

My colleague Fin (cc'd) and I are now the main points of contact for sections A & B of the scheme.

We would like to arrange a meeting with you to run through the route and discuss potential issues / feedback for your clients. Please could you let me know your availability over the next couple of weeks for this?

If you have any queries regarding the above, please get in touch.

Kind regards,

Jake

Olive Ann Godbold



Fisher German LLP  
The Atrium Risby Business Park  
Risby  
Bury St Edmunds  
Suffolk  
IP28 6RD

t. 0808 1753314  
e. [norwich-tilbury@fishergerman.co.uk](mailto:norwich-tilbury@fishergerman.co.uk)

Our Reference: NG/FG/N-T/9646

## **IMPORTANT – THIS COMMUNICATION AFFECTS YOUR PROPERTY**

Dear Olive Ann Godbold

### **National Grid – Norwich to Tilbury Project**

#### **Offer of Terms: Without Prejudice and Subject to Contract**

As you are aware, National Grid Electricity Transmission Plc (NGET) has been consulting on its proposals for the Norwich to Tilbury Project over a number of years now, including three rounds of project-wide consultation and then further localised engagement. This has enabled us to confirm the land rights we require to construct and operate the Norwich to Tilbury Project.

NGET is currently preparing to submit an application for a Development Consent Order (DCO) for the Norwich to Tilbury Project.

The Norwich to Tilbury Project is a critical nationally significant infrastructure project intended to support the UK's net zero target through the connection of new low carbon energy generation in East Anglia and by reinforcing the transmission network. As a consequence, and in order to enable construction and operation of the Norwich to Tilbury Project, NGET will seek, as part of its DCO application, powers of compulsory acquisition and temporary possession.

The application for the Norwich to Tilbury Project includes or affects land we believe you own, as shown on the plan(s) enclosed. Please note that in some instances the boundaries marked out on the enclosed plan(s) could deviate slightly from previous consultation plans where we have made minor changes to the preferred proposal.

It remains NGET's intention and preference to negotiate and secure voluntary agreements for the land and rights required to construct and operate the Norwich to Tilbury Project.

In continuation of this process, and further to previous correspondence, **this letter and its enclosures constitutes NGET's formal offer to acquire from you, by way of voluntary agreement, the specific land and/ or rights which NGET requires in order to construct and operate the Norwich to Tilbury Project.**

The enclosed Heads of Terms (HoTs) explain how your land is proposed to be affected, with reference to the accompanying plan(s) showing the areas of land over which various land and/or rights are being sought by NGET in line with its Land Rights Strategy.

We have previously sent you copies of relevant NGET policies which should be read in conjunction with these HoTs. A summary of these policy documents is included as an Appendix to this letter.

With reference to those existing policy documents, and in accordance with NGET's Payment Schedule for New Electricity Transmission Assets, the enclosed HoTs are issued to you on the following basis:

- at completion of the Option Agreement, NGET will reimburse any reasonable, proper and evidenced fees (exclusive of irrecoverable VAT) incurred by you in seeking valuation and legal advice on NGET's offer of terms, provided that all such sums are first agreed between your professional advisers and NGET before any undertakings are given to discharge such fees;
- NGET will prepare and complete the formal documents at its own cost without unreasonable delay;
- NGET will make good or compensate you for any loss or damage, in accordance with the covenants in the Deed of Grant; and
- NGET will make payment for the easement detailed in the Key Terms.

Please note that the Project will apply the Incentive Payment structure referred to in the above Payment Schedule. We will contact you with more details on how this will be implemented and applied in due course.

If you have not already done so, we would recommend appointing a Land Agent to act on your behalf, who will be able to assist with the progression of the HoTs. Please let us know who has been appointed to act on your behalf and we will issue them a copy of this correspondence to discuss in further detail. Should you have already notified us that you have instructed a Land Agent on your behalf, we will also send them a copy of this letter and the enclosed documents.

Once you have reviewed the enclosed offer, we would be grateful if you would confirm acceptance of the HoTs by returning a signed copy, and in addition once you have instructed a solicitor, confirm their details with us.

National Grid will then instruct its own solicitor to draft and issue the Option Agreement and the relevant land rights document(s) to your appointed solicitor.

If you wish to discuss anything relevant to this letter or the rights being pursued by NGET, please call Fisher German on 0808 1753314 or email us at [norwich-tilbury@fishergerman.co.uk](mailto:norwich-tilbury@fishergerman.co.uk)

We look forward to being in contact with you shortly.

Yours sincerely,



**Fisher German LLP on behalf of National Grid Electricity Transmission Plc**

Enc:

- Heads of Terms
- Plans



## Appendix

### Summary of Relevant NGET Policy Documentation

#### 1. National Grid - Land Rights Strategy and Payment Schedule for Assets (V1)

All affected landowners are offered Option Agreements to enable NGET to acquire land, permanent rights over land or to obtain temporary land rights over your land in line with the proposals that will form part of NGET's application for DCO consent.

NGET seeks temporary rights for construction activities, and permanent land and/or rights (easements) for the "as-built" assets (including all maintenance rights, access, drainage and landscaping/environmental mitigation that may be required for the Project).

Once HoTs are agreed, NGET's legal advisors will produce an Option Agreement for review by your appointed solicitor. Whilst the HoTs are not legally binding, they set out the key principles that will form part of the Option Agreement and other documents which will become legally binding.

In parallel with seeking voluntary agreements, and as is standard through the DCO process, NGET will apply for powers to temporarily possess and/or compulsorily acquire land or rights as a fall back, should Option Agreements not be secured voluntarily or should there be any issue with implementation of voluntary agreements (e.g. due to events such as insolvency, death/intestacy, loss of capacity etc). NGET's preference will always be to secure land rights on a voluntary basis.

#### 2. National Grid - Construction best practice for underground cable installation (V1) and Construction best practice for overhead line installation (V1)

These two documents set out NGET's approach to good practice on work carried out to install, maintain and operate equipment on, over, in or under land and what you as landowner or occupier can expect.

#### 3. National Grid – Payment of Surveyors' Fees (V6)

This document sets out the basis for the assessment of surveyors' fees which would be reimbursed by NGET, where the surveyors are retained by the landowners/occupiers in question.

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## NORWICH TO TILBURY

### HEADS OF TERMS

#### Option Agreement to Grant an Easement for National Grid Electricity Transmission to acquire rights and purchase land.

These Heads of Terms are not intended to create any legally binding obligations and are subject to contract and completion of formally executed legal documentation.

#### Without Prejudice Confidential and Subject to Contract

1.	<b>The Project</b>	Norwich to Tilbury
2.	<b>Grantor (Landowner)</b>	Olive Ann Godbold of [REDACTED] [REDACTED] Personal Representative to the Estate of Herbert Earchy Godbold of [REDACTED]
3.	<b>Grantee</b>	National Grid Electricity Transmission PLC (company number <b>02366977</b> ), 1-3 Strand, London WC2N 5EH (" <b>National Grid</b> ")
4.	<b>Grantor's Agent</b>	William Barton of Landbridge, Rivers Court, High Street, Sproughton, Ipswich, Suffolk, IP8 3AP. 01473 461203
5.	<b>Grantor's Solicitor</b>	Please confirm your appointed solicitor's name, firm, and contact details
6.	<b>Grantee's Agent</b>	Fisher German LLP, Norwich to Tilbury Lands Team, The Atrium Risby Business Park, Risby, Bury St Edmunds, Suffolk IP28 6RD
7.	<b>Grantee's Solicitor</b>	Bryan Cave Leighton Paisner, Governors House, 5 Laurence Pountney Hill, London EC4R 0BR
8.	<b>Plans</b>	The plans attached to these Heads of Terms reference HoT_BC1_SK316171.
9.	<b>Grantor's Land</b>	The freehold land shaded green on the Plans together with additional rights and interests that the Grantor may have in the subsoil or the adjoining highways, road, drains, ditches, watercourses, riparian rights and tracks forming the land registered at the Land Registry with title number(s) SK316171.
10.	<b>Option Area</b>	The area of land over which the Grantee will have an Option is shown edged red on the attached Plan(s).
11.	<b>Option Period</b>	7 years from the date of exchange of the Option Agreement within which to serve the Construction Notice.

<b>12.</b>	<b>Other Interests</b>	<p>It is for the Grantor to secure consent from tenants, occupiers and mortgagees and unless otherwise agreed by the Grantee on a case by case basis the beneficiaries of any restrictive covenant which would be breached by the carrying out of the Project works.</p> <p>Reasonable costs incurred by the Grantor for gaining the consent of mortgagors or lenders (such as the Agricultural Mortgage Corporation (AMC)) will be reimbursed by the Grantee, subject to the value being agreed between the parties in writing prior to the cost being incurred.</p>
<b>13.</b>	<b>New Interests</b>	<p>In the case of all disposals of land or rights in land, the Grantor is required to execute and deliver to the Grantee or its successors in title a Deed of Covenant in the form approved by the Grantee (such approval not to be unreasonably withheld or delayed).</p>
<b>14.</b>	<b>Restrictions within Option Area</b>	<p>During the Option Period the Grantor, and the occupier if applicable, are not to carry out activities within the Option Area that may prejudice the rights to be acquired by the Grantee, unless they have prior written consent of the Grantee (not to be unreasonably withheld). These activities include but are not limited to, construction of any buildings, development of land for any purpose other than the existing use, land drainage works, tree or hedgerow planting, excavations, installation of roads or access tracks, installation of dykes, ditches or hard boundaries, piling, installation of renewable energy technology, and any other work which would constitute development of the land forming the Option Area. Subject to the above restrictions the Grantor may undertake normal agricultural operations within the Option Area without the consent of the Grantee.</p>
<b>15.</b>	<b>Pre-Entry &amp; Survey Works</b>	<p>During the Option Period the Grantee shall be entitled to enter onto the Grantor's Land with or without its appointed contractors or agents upon giving not less than 7 days' prior notice to the Grantor for the purposes of undertaking reasonable site investigations or surveys and carrying out a photographic schedule of condition, subject (in the case of surveys) to the requisite compensation payments being made in line with the National Grid Land Rights Strategy and Payment Schedule for Assets. A schedule of condition will be undertaken prior to any enabling or construction works. The Grantee shall be entitled to enter onto the Grantor's Land in order to undertake enabling works including but not limited to removal of any affected hedgerows and carry out any environmental mitigation works required.</p>
<b>16.</b>	<b>Ancillary Rights for Utilities</b>	<p>The Grantor agrees to grant the Grantee and any other relevant third party a Deed of Grant of easement or wayleave across the Grantor's Land to facilitate the installation, diversion or crossing of utility services including water pipes, sewerage systems, surface water drainage systems, gas pipelines, electricity cables, communication cables and any other conducting media as required for the Project. The Grantor shall be entitled to receive any payments made by the relevant utility provider for the grant of the relevant right.</p>
<b>17.</b>	<b>Planning</b>	<p>The Grantor will not make any objection in respect of any planning application or Development Consent Order application which is submitted by the Grantee so far as each relates to the Grantor's Land and will use all</p>

		reasonable endeavours to assist the Grantee, where required, in obtaining any relevant permission or order.
<b>18.</b>	<b>Grantor's Agents Fees</b>	<p>On exchange of the Option Agreement the Grantee shall pay to the Grantor the Grantor's agent's reasonable and proper costs actually incurred in relation to the negotiation of these Heads of Terms and the Option Agreement in accordance with the National Grid Payment of Surveyors' Fees document. The Agent's fees will be payable based on an hourly rate agreed with National Grid in advance, subject to an initial cap of £2,500.</p> <p>The Agent's fees will be reimbursed up to £1,000 plus irrecoverable VAT invoiced on or after signing of the Heads of Terms, with the remainder payable on exchange of the Option Agreement.</p>
<b>19.</b>	<b>Grantor's Solicitors Fees</b>	<p>On exchange of the Option Agreement, the Grantee will contribute to the Grantor's solicitor's proper and reasonable legal fees up to the maximum sum of £2,750 plus irrecoverable VAT for time associated with negotiating and exchanging the Option Agreement and agreed form of Deed of Grant. The Grantee's solicitor will agree and provide an appropriate fee undertaking to the Grantor's solicitor following the agreement and signing of these Heads of Terms by the Grantor and/or their agent (as appropriate).</p>
<b>20.</b>	<b>Alienation</b>	<p>The Grantee may assign or transfer or novate any of the rights and/or obligations under, and/or the benefit of, the Option Agreement and/or Deed of Grant, whether in whole or in part, without any prior consent of the Grantor to any licenced electricity transmission operator and with the prior written consent of the Grantor (not to be unreasonably withheld or delayed) to any other person.</p>
<b>21.</b>	<b>Insurance &amp; Indemnity</b>	<p>The Grantee shall indemnify the Grantor against all actions which may be brought and all third-party claims and demands which may be made against the Grantor by reason of negligence or breach of its obligations in the Option Agreement and/or Deed of Grant.</p> <p>The Grantee shall keep and maintain public liability insurance of a minimum amount of £10,000,000 for each and every claim.</p>
<b>22.</b>	<b>Dispute Resolution</b>	<p>If any question, difference, or dispute arises under the terms of the Option Agreement it shall be referred to the determination of an expert experienced in such matters to be agreed between the parties (in the absence of agreement on the expert they will be appointed by the president of the RICS or the CAAV).</p>
<b>23.</b>	<b>Grantor's Obligations re title and VAT</b>	<p>The Grantor shall deduce title to the Option Area and the Grantor's Land.</p> <p>The Grantor shall at the Grantee's reasonable cost produce evidence of the VAT status of the Option Area (including where relevant to opted land, the decision to tax, the notification to and the acknowledgement from HMRC in relation to any option to waive the exemption to VAT).</p>

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## I. PURCHASE

1.	<b>Option to Purchase</b>	<p>The Grantee will be granted an option to purchase the land shown hatched blue on the Option Agreement Plan(s) being the "<b>Purchase Option Area</b>".</p> <p>The Grantee may exercise the option to acquire the whole or part of the Purchase Option Area (the "<b>Purchase Option</b>") at any time during the Option Period by serving a Construction Notice on the Grantor.</p> <p>Completion of the transfer of the whole or part of the Purchase Option Area will take place 20 working days after the exercise of the Purchase Option.</p> <p>The Construction Notice will include a plan showing the extent of the land to be acquired and the purchase price.</p> <p>The Grantee may serve multiple Construction Notices in respect of the Purchase Option Area so that the Purchase Option may be exercised in phases.</p> <p>The purchase price will be at the rate of £12,000 per acre, subject to CPI review from the date of completion of the Option Agreement to the CPI figure which is published in the month prior to completion and the balance of the purchase price shall be paid in full on completion of the transfer to the Grantee.</p>
2.	<b>Option Fee</b>	<p>10% of the consideration payable on completion of the Option Agreement as detailed in the Payments Schedule.</p> <p>This payment is non-refundable but is deductible upon exercise of the Option.</p>
3.	<b>Grantor's Retained Rights</b>	<p>The transfer from the Grantor to the Grantee shall reserve to the Grantor the following rights:</p> <ul style="list-style-type: none"> <li>(a) right of support;</li> <li>(b) right to develop notwithstanding diminution of light and air to the land transferred; and</li> <li>(c) other rights (if any) as are detailed in the Schedule attached to these heads of terms.</li> </ul>
4.	<b>Rights to be Granted to the Grantee</b>	<p>The transfer from the Grantor to the Grantee shall grant to the Grantee the following rights in favour of the land acquired over the Grantor's retained land which will be identified on the Option Agreement plan(s):</p> <ul style="list-style-type: none"> <li>(a) right of support;</li> <li>(b) right to install conduits;</li> <li>(c) right to access retained land for purposes of carrying out repairs and maintenance to the land transferred;</li> <li>(d) rights of access as shown on the Plan(s) over the retained land for purposes of access and egress to and from the land transferred; and</li> <li>(e) rights to services.</li> </ul>

Reference: NG/FG/N-T/9646, 14468

Date of issue: 31st October 2025

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**PAYMENTS SCHEDULE**

Acreage	Rate per acre	Payment £
2.06 acres	£12,000 per acre	£24720
10% Option Fee		£2472



### III. OVERHEAD LINE

1.	<b>Option Agreement/Deed of Grant</b>	<p>The Grantor and The Grantee will enter into an Option Agreement to acquire a permanent Deed of Grant relating to electric lines and where relevant towers and ancillary apparatus ("<b>OHL</b>").</p> <p>The Option Agreement will provide that the Grantee can call for a Deed of Grant within the OHL Option Area.</p> <p>The Option Agreement will contain rights to install and construct the OHL anywhere within the OHL Option Area and rights over the Grantor's Land referred to in the Option Agreement. During and after construction of the OHL, the Grantee shall have the benefit of the rights referenced in the Deed of Grant and the Grantor obligations contained in the Deed of Grant.</p> <p>The Option Agreement will contain an irrevocable power of attorney clause appointing the Grantee as attorney to execute the Deed of Grant. This is to ensure that the Deed of Grant is entered into once the installation of the OHL is completed and will only be exercised in the event that the Grantor defaults.</p> <p>Completion of the Deed of Grant will take place once the OHL has been installed and the as-built plans showing the route of the OHL are available.</p>
2.	<b>OHL Option Area</b>	Shown shaded pink on the Option Agreement Plan(s).
3.	<b>Rights in the Deed of Easement</b>	The Deed of Easement will contain rights to use, maintain, replace the OHL and will include rights of access and drainage over the Grantor's Land, and restrictions over the land within the Easement to protect the cables.
4.	<b>Temporary Rights for cable Installation / Construction Works</b>	<p>The Grantee requires entry onto the OHL Option Area for the purposes of construction and associated works and to carry out all works required by the Grantee to construct and render operational the OHL including without limitation ancillary works of excavation, creation of temporary access roads, resurfacing, protecting, testing and drainage works including any de-watering works.</p> <p>Entry onto the OHL Option Area shall be after 14 days' written notice (the "Construction Notice") and after the Entry Payment has been made.</p>
5.	<b>Reinstatement</b>	Following completion of the installation of the OHL, the Grantee will reinstate the OHL Option Area to the Grantor's reasonable satisfaction and to the reasonable satisfaction of the occupier, if applicable and provided that this is not contrary to the Grantor's reasonable satisfaction, having carried out a photographic pre-entry schedule of condition. A copy of the pre-entry schedule of condition will be provided to the Grantor (and the Grantor's Agent).
6.	<b>Land Drainage</b>	The Grantor is (where possible) to make available plans of any existing drainage schemes to the Grantee in advance of construction works. The Grantee shall ensure where reasonable and appropriate the land drainage systems on the Grantor's Land are left in no worse condition than before the date of entry for construction and associated works, or if to the extent that such damage cannot be made good and where not practical to do so, the Grantor will be compensated.

7.	<b>Construction Best Practice for OHL</b>	All Project works will be carried out in adherence to National Grid's Construction Best Practice for Overhead Line Installation.
8.	<b>Anticipated OHL</b>	Anticipated OHL is shown in the Payment Schedule, located within the OHL Option Area and shown on the Option Agreement Plan(s).
9.	<b>Final OHL</b>	To be determined once the OHL has been installed and shown on a plan to be attached to the final Deed of Grant.
10.	<b>Easement Term</b>	In perpetuity.
11.	<b>OHL</b>	The overhead lines (shown in the indicative positions approximately indicated by a solid purple line on the Plan(s) and subject to their maximum swing for transmitting electricity for the purposes of its or their operations together with an earth wire(s) fibre optic cables (in connection with the use of the Grantee's Undertaking only) and the Towers (if any) for supporting the same together with such ancillary equipment and apparatus as may be required by the Grantee
12.	<b>Consideration</b>	<p>The consideration for the rights granted in the Option Agreement and Deed of Grant will be calculated and payable in accordance with the Grantee's Land Rights Strategy and detailed in the Payments Schedule and will be paid in the following tranches:</p> <ul style="list-style-type: none"> <li>(a) 25% of the Agreed Value on exchange of the Option Agreement ("the <b>Option Payment</b>");</li> <li>(b) 50% of the Agreed Value on service of the Construction Notice ("the <b>Construction Notice Entry Payment</b>");</li> <li>(c) 25% of the Agreed Value on completion of the Deed of Grant ("the <b>Balancing Payment</b>").</li> </ul> <p>The consideration initially agreed will be based on the Anticipated OHL. If the Final OHL increases from the Anticipated OHL once the Option Agreement is entered into, the Option Agreement provides for an adjustment to the Balancing Payment to increase the overall consideration.</p>
13.	<b>Completion</b>	The actual completion of the Deed of Grant pursuant to the terms of the Option Agreement shall be 20 working days after the date of service of the Completion Notice.
14.	<b>Incentive Payment</b>	<p><b>Incentive Payments for Permanent Rights</b></p> <p>An Incentive Payment of 20% of the consideration payable to the Grantor for the electric lines and where relevant towers and ancillary apparatus under the Option Agreement is payable in the following circumstances:</p> <p>These heads of terms are returned to the Grantee agreed and signed by the Grantor within an 8 week period of issue by the Grantee to the Grantor; and</p> <p>The Option Agreement is exchanged within 12 weeks of the date that the draft Option Agreement is sent to the Grantor's Solicitor to the e mail address of the individual named in these heads of terms by the Grantee's Solicitor.</p>

**PAYMENT SCHEDULE**

<b>Asset/Land/Rights</b>	<b>Number/Length/Area</b>	<b>Rate</b>	<b>Total</b>
New Tower - Arable Land	<b>8</b>	<b>£8,000</b>	<b>£64000</b>
New Tower – Permanent Grass Land	<b>N/A</b>	<b>£6,000</b>	<b>£N/A</b>
Note that the following oversail payments only apply where no tower rights are required			
New Oversail: 100m+	<b>N/A</b>	<b>£1,000</b>	<b>£N/A</b>
New Oversail: 50-99m	<b>N/A</b>	<b>£750</b>	<b>£N/A</b>
New Oversail: 0-49m	<b>N/A</b>	<b>£500</b>	<b>£N/A</b>
<b>Incentive Payment based on 20% of total of above payment(s)</b>			
<b>Total</b>			<b>£64000</b>
<b>Initial Payment</b> 25% payable on exchange of Option Agreement to Grant an Easement			<b>£16000</b>
<b>Entry Payment</b> 50% payable on taking entry onto land for construction under Option Agreement to Grant an Easement			<b>£32000</b>
<b>Easement Completion Payment</b> 25% payable on completion of Easement following construction together with any other payment already agreed ("the Balancing Payment").			<b>£16000</b>

**Reference:** NG/FG/N-T/9646, 14468

Date of issue: 31st October 2025

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**SIGNATURE PAGE**

**Signed:** .....  
Grantor or Authorised Agent for and on behalf of the Grantor

**Name of signatory** (in BLOCK CAPITALS): .....

**Signed:** .....  
Authorised Agent for and on behalf of the Grantee

**Name of signatory** (in BLOCK CAPITALS): .....

Dated.....

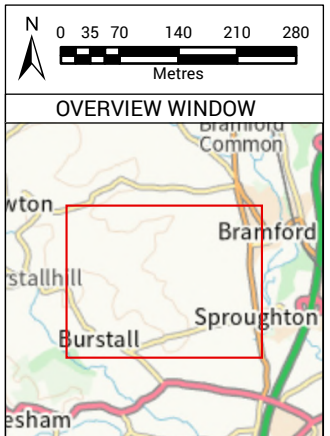
**Please return the signed Heads of Terms in electronic format to:**

norwich-tilbury@fishergerman.co.uk

**Alternatively, please return the signed Heads of Terms in paper form to:**


Fisher German LLP, Norwich to Tilbury Lands Team, The Atrium Risby Business Park, Risby,  
Bury St Edmunds, Suffolk IP28 6RD

**If these Heads of Terms are being signed by the Grantor's agent, the Grantor's agent must return the signed Heads of Terms together with confirmation that the agent has written instructions to act on behalf of the Grantor.**




**LEGEND:**


**Interests in Land**

 Grantor's Land

**General**


 Option Area

**Temporary Rights Acquisition**

 Temporary Drainage

Party IDs: 9646, 14468  
Title: SK316171

PLAN IS FOR INDICATIVE  
PURPOSES ONLY

REVISION: A
CLIENT: 

SCHEME: NORWICH TO TILBURY
TITLE: TEMPORARY HOT PLAN

FP.105141-008
SCALE: 1:9,000 @ A3
DATE: 13/10/2025

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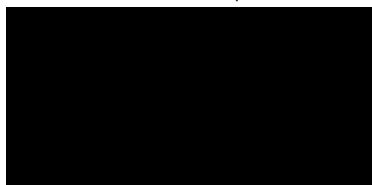








Personal Representative to the Estate of Herbert Earchy Godbold



Fisher German LLP  
The Atrium Risby Business Park  
Risby  
Bury St Edmunds  
Suffolk  
IP28 6RD

t. 0808 1753314  
e. [norwich-tilbury@fishergerman.co.uk](mailto:norwich-tilbury@fishergerman.co.uk)

Our Reference: NG/FG/N-T/14468

## IMPORTANT – THIS COMMUNICATION AFFECTS YOUR PROPERTY

Dear Personal Representative to the Estate of Herbert Earchy Godbold

### National Grid – Norwich to Tilbury Project

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- NGET will prepare and complete the formal documents at its own cost without unreasonable delay;
- NGET will make good or compensate you for any loss or damage, in accordance with the covenants in the Deed of Grant; and
- NGET will make payment for the easement detailed in the Key Terms.

Please note that the Project will apply the Incentive Payment structure referred to in the above Payment Schedule. We will contact you with more details on how this will be implemented and applied in due course.

If you have not already done so, we would recommend appointing a Land Agent to act on your behalf, who will be able to assist with the progression of the HoTs. Please let us know who has been appointed to act on your behalf and we will issue them a copy of this correspondence to discuss in further detail. Should you have already notified us that you have instructed a Land Agent on your behalf, we will also send them a copy of this letter and the enclosed documents.

Once you have reviewed the enclosed offer, we would be grateful if you would confirm acceptance of the HoTs by returning a signed copy, and in addition once you have instructed a solicitor, confirm their details with us.

National Grid will then instruct its own solicitor to draft and issue the Option Agreement and the relevant land rights document(s) to your appointed solicitor.

If you wish to discuss anything relevant to this letter or the rights being pursued by NGET, please call Fisher German on 0808 1753314 or email us at [norwich-tilbury@fishergerman.co.uk](mailto:norwich-tilbury@fishergerman.co.uk)

We look forward to being in contact with you shortly.

Yours sincerely,



**Fisher German LLP on behalf of National Grid Electricity Transmission Plc**

Enc:

- Heads of Terms
- Plans

## Appendix

### Summary of Relevant NGET Policy Documentation

#### 1. National Grid - Land Rights Strategy and Payment Schedule for Assets (V1)

All affected landowners are offered Option Agreements to enable NGET to acquire land, permanent rights over land or to obtain temporary land rights over your land in line with the proposals that will form part of NGET's application for DCO consent.

NGET seeks temporary rights for construction activities, and permanent land and/or rights (easements) for the "as-built" assets (including all maintenance rights, access, drainage and landscaping/environmental mitigation that may be required for the Project).

Once HoTs are agreed, NGET's legal advisors will produce an Option Agreement for review by your appointed solicitor. Whilst the HoTs are not legally binding, they set out the key principles that will form part of the Option Agreement and other documents which will become legally binding.

In parallel with seeking voluntary agreements, and as is standard through the DCO process, NGET will apply for powers to temporarily possess and/or compulsorily acquire land or rights as a fall back, should Option Agreements not be secured voluntarily or should there be any issue with implementation of voluntary agreements (e.g. due to events such as insolvency, death/intestacy, loss of capacity etc). NGET's preference will always be to secure land rights on a voluntary basis.

#### 2. National Grid - Construction best practice for underground cable installation (V1) and Construction best practice for overhead line installation (V1)

These two documents set out NGET's approach to good practice on work carried out to install, maintain and operate equipment on, over, in or under land and what you as landowner or occupier can expect.

#### 3. National Grid – Payment of Surveyors' Fees (V6)

This document sets out the basis for the assessment of surveyors' fees which would be reimbursed by NGET, where the surveyors are retained by the landowners/occupiers in question.

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## NORWICH TO TILBURY

### HEADS OF TERMS

#### Option Agreement to Grant an Easement for National Grid Electricity Transmission to acquire rights and purchase land.

These Heads of Terms are not intended to create any legally binding obligations and are subject to contract and completion of formally executed legal documentation.

#### Without Prejudice Confidential and Subject to Contract

1.	<b>The Project</b>	Norwich to Tilbury
2.	<b>Grantor (Landowner)</b>	Olive Ann Godbold of [REDACTED] Hall, [REDACTED] Lane, Bramford, Ipswich, IP8 4JB & Personal Representative to the Estate of Herbert Earthy Godbold of [REDACTED] Hall, [REDACTED] Lane, Bramford, Ipswich, IP8 4JB
3.	<b>Grantee</b>	National Grid Electricity Transmission PLC (company number <b>02366977</b> ), 1-3 Strand, London WC2N 5EH (" <b>National Grid</b> ")
4.	<b>Grantor's Agent</b>	William Barton of Landbridge, Rivers Court, High Street, Sproughton, Ipswich, Suffolk, IP8 3AP. 01473 461203
5.	<b>Grantor's Solicitor</b>	Please confirm your appointed solicitor's name, firm, and contact details
6.	<b>Grantee's Agent</b>	Fisher German LLP, Norwich to Tilbury Lands Team, The Atrium Risby Business Park, Risby, Bury St Edmunds, Suffolk IP28 6RD
7.	<b>Grantee's Solicitor</b>	Bryan Cave Leighton Paisner, Governors House, 5 Laurence Pountney Hill, London EC4R 0BR
8.	<b>Plans</b>	The plans attached to these Heads of Terms reference HoT_BC1_SK316171.
9.	<b>Grantor's Land</b>	The freehold land shaded green on the Plans together with additional rights and interests that the Grantor may have in the subsoil or the adjoining highways, road, drains, ditches, watercourses, riparian rights and tracks forming the land registered at the Land Registry with title number(s) SK316171.
10.	<b>Option Area</b>	The area of land over which the Grantee will have an Option is shown edged red on the attached Plan(s).
11.	<b>Option Period</b>	7 years from the date of exchange of the Option Agreement within which to serve the Construction Notice.

<b>12.</b>	<b>Other Interests</b>	<p>It is for the Grantor to secure consent from tenants, occupiers and mortgagees and unless otherwise agreed by the Grantee on a case by case basis the beneficiaries of any restrictive covenant which would be breached by the carrying out of the Project works.</p> <p>Reasonable costs incurred by the Grantor for gaining the consent of mortgagors or lenders (such as the Agricultural Mortgage Corporation (AMC)) will be reimbursed by the Grantee, subject to the value being agreed between the parties in writing prior to the cost being incurred.</p>
<b>13.</b>	<b>New Interests</b>	<p>In the case of all disposals of land or rights in land, the Grantor is required to execute and deliver to the Grantee or its successors in title a Deed of Covenant in the form approved by the Grantee (such approval not to be unreasonably withheld or delayed).</p>
<b>14.</b>	<b>Restrictions within Option Area</b>	<p>During the Option Period the Grantor, and the occupier if applicable, are not to carry out activities within the Option Area that may prejudice the rights to be acquired by the Grantee, unless they have prior written consent of the Grantee (not to be unreasonably withheld). These activities include but are not limited to, construction of any buildings, development of land for any purpose other than the existing use, land drainage works, tree or hedgerow planting, excavations, installation of roads or access tracks, installation of dykes, ditches or hard boundaries, piling, installation of renewable energy technology, and any other work which would constitute development of the land forming the Option Area. Subject to the above restrictions the Grantor may undertake normal agricultural operations within the Option Area without the consent of the Grantee.</p>
<b>15.</b>	<b>Pre-Entry &amp; Survey Works</b>	<p>During the Option Period the Grantee shall be entitled to enter onto the Grantor's Land with or without its appointed contractors or agents upon giving not less than 7 days' prior notice to the Grantor for the purposes of undertaking reasonable site investigations or surveys and carrying out a photographic schedule of condition, subject (in the case of surveys) to the requisite compensation payments being made in line with the National Grid Land Rights Strategy and Payment Schedule for Assets. A schedule of condition will be undertaken prior to any enabling or construction works. The Grantee shall be entitled to enter onto the Grantor's Land in order to undertake enabling works including but not limited to removal of any affected hedgerows and carry out any environmental mitigation works required.</p>
<b>16.</b>	<b>Ancillary Rights for Utilities</b>	<p>The Grantor agrees to grant the Grantee and any other relevant third party a Deed of Grant of easement or wayleave across the Grantor's Land to facilitate the installation, diversion or crossing of utility services including water pipes, sewerage systems, surface water drainage systems, gas pipelines, electricity cables, communication cables and any other conducting media as required for the Project. The Grantor shall be entitled to receive any payments made by the relevant utility provider for the grant of the relevant right.</p>
<b>17.</b>	<b>Planning</b>	<p>The Grantor will not make any objection in respect of any planning application or Development Consent Order application which is submitted by the Grantee so far as each relates to the Grantor's Land and will use all</p>

		reasonable endeavours to assist the Grantee, where required, in obtaining any relevant permission or order.
<b>18.</b>	<b>Grantor's Agents Fees</b>	<p>On exchange of the Option Agreement the Grantee shall pay to the Grantor the Grantor's agent's reasonable and proper costs actually incurred in relation to the negotiation of these Heads of Terms and the Option Agreement in accordance with the National Grid Payment of Surveyors' Fees document. The Agent's fees will be payable based on an hourly rate agreed with National Grid in advance, subject to an initial cap of £2,500.</p> <p>The Agent's fees will be reimbursed up to £1,000 plus irrecoverable VAT invoiced on or after signing of the Heads of Terms, with the remainder payable on exchange of the Option Agreement.</p>
<b>19.</b>	<b>Grantor's Solicitors Fees</b>	<p>On exchange of the Option Agreement, the Grantee will contribute to the Grantor's solicitor's proper and reasonable legal fees up to the maximum sum of £2,750 plus irrecoverable VAT for time associated with negotiating and exchanging the Option Agreement and agreed form of Deed of Grant. The Grantee's solicitor will agree and provide an appropriate fee undertaking to the Grantor's solicitor following the agreement and signing of these Heads of Terms by the Grantor and/or their agent (as appropriate).</p>
<b>20.</b>	<b>Alienation</b>	<p>The Grantee may assign or transfer or novate any of the rights and/or obligations under, and/or the benefit of, the Option Agreement and/or Deed of Grant, whether in whole or in part, without any prior consent of the Grantor to any licenced electricity transmission operator and with the prior written consent of the Grantor (not to be unreasonably withheld or delayed) to any other person.</p>
<b>21.</b>	<b>Insurance &amp; Indemnity</b>	<p>The Grantee shall indemnify the Grantor against all actions which may be brought and all third-party claims and demands which may be made against the Grantor by reason of negligence or breach of its obligations in the Option Agreement and/or Deed of Grant.</p> <p>The Grantee shall keep and maintain public liability insurance of a minimum amount of £10,000,000 for each and every claim.</p>
<b>22.</b>	<b>Dispute Resolution</b>	<p>If any question, difference, or dispute arises under the terms of the Option Agreement it shall be referred to the determination of an expert experienced in such matters to be agreed between the parties (in the absence of agreement on the expert they will be appointed by the president of the RICS or the CAAV).</p>
<b>23.</b>	<b>Grantor's Obligations re title and VAT</b>	<p>The Grantor shall deduce title to the Option Area and the Grantor's Land.</p> <p>The Grantor shall at the Grantee's reasonable cost produce evidence of the VAT status of the Option Area (including where relevant to opted land, the decision to tax, the notification to and the acknowledgement from HMRC in relation to any option to waive the exemption to VAT).</p>



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## I. PURCHASE

1.	<b>Option to Purchase</b>	<p>The Grantee will be granted an option to purchase the land shown hatched blue on the Option Agreement Plan(s) being the "<b>Purchase Option Area</b>".</p> <p>The Grantee may exercise the option to acquire the whole or part of the Purchase Option Area (the "<b>Purchase Option</b>") at any time during the Option Period by serving a Construction Notice on the Grantor.</p> <p>Completion of the transfer of the whole or part of the Purchase Option Area will take place 20 working days after the exercise of the Purchase Option.</p> <p>The Construction Notice will include a plan showing the extent of the land to be acquired and the purchase price.</p> <p>The Grantee may serve multiple Construction Notices in respect of the Purchase Option Area so that the Purchase Option may be exercised in phases.</p> <p>The purchase price will be at the rate of £12,000 per acre, subject to CPI review from the date of completion of the Option Agreement to the CPI figure which is published in the month prior to completion and the balance of the purchase price shall be paid in full on completion of the transfer to the Grantee.</p>
2.	<b>Option Fee</b>	<p>10% of the consideration payable on completion of the Option Agreement as detailed in the Payments Schedule.</p> <p>This payment is non-refundable but is deductible upon exercise of the Option.</p>
3.	<b>Grantor's Retained Rights</b>	<p>The transfer from the Grantor to the Grantee shall reserve to the Grantor the following rights:</p> <ul style="list-style-type: none"> <li>(a) right of support;</li> <li>(b) right to develop notwithstanding diminution of light and air to the land transferred; and</li> <li>(c) other rights (if any) as are detailed in the Schedule attached to these heads of terms.</li> </ul>
4.	<b>Rights to be Granted to the Grantee</b>	<p>The transfer from the Grantor to the Grantee shall grant to the Grantee the following rights in favour of the land acquired over the Grantor's retained land which will be identified on the Option Agreement plan(s):</p> <ul style="list-style-type: none"> <li>(a) right of support;</li> <li>(b) right to install conduits;</li> <li>(c) right to access retained land for purposes of carrying out repairs and maintenance to the land transferred;</li> <li>(d) rights of access as shown on the Plan(s) over the retained land for purposes of access and egress to and from the land transferred; and</li> <li>(e) rights to services.</li> </ul>

Reference: NG/FG/N-T/9646, 14468

Date of issue: 31st October 2025

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**PAYMENTS SCHEDULE**

Acreage	Rate per acre	Payment £
2.06 acres	£12,000 per acre	£24720
10% Option Fee		£2472

**III. OVERHEAD LINE**

<b>1.</b>	<b>Option Agreement/Deed of Grant</b>	<p>The Grantor and The Grantee will enter into an Option Agreement to acquire a permanent Deed of Grant relating to electric lines and where relevant towers and ancillary apparatus ("<b>OHL</b>").</p> <p>The Option Agreement will provide that the Grantee can call for a Deed of Grant within the OHL Option Area.</p> <p>The Option Agreement will contain rights to install and construct the OHL anywhere within the OHL Option Area and rights over the Grantor's Land referred to in the Option Agreement. During and after construction of the OHL, the Grantee shall have the benefit of the rights referenced in the Deed of Grant and the Grantor obligations contained in the Deed of Grant.</p> <p>The Option Agreement will contain an irrevocable power of attorney clause appointing the Grantee as attorney to execute the Deed of Grant. This is to ensure that the Deed of Grant is entered into once the installation of the OHL is completed and will only be exercised in the event that the Grantor defaults.</p> <p>Completion of the Deed of Grant will take place once the OHL has been installed and the as-built plans showing the route of the OHL are available.</p>
<b>2.</b>	<b>OHL Option Area</b>	Shown shaded pink on the Option Agreement Plan(s).
<b>3.</b>	<b>Rights in the Deed of Easement</b>	The Deed of Easement will contain rights to use, maintain, replace the OHL and will include rights of access and drainage over the Grantor's Land, and restrictions over the land within the Easement to protect the cables.
<b>4.</b>	<b>Temporary Rights for cable Installation / Construction Works</b>	<p>The Grantee requires entry onto the OHL Option Area for the purposes of construction and associated works and to carry out all works required by the Grantee to construct and render operational the OHL including without limitation ancillary works of excavation, creation of temporary access roads, resurfacing, protecting, testing and drainage works including any de-watering works.</p> <p>Entry onto the OHL Option Area shall be after 14 days' written notice (the "Construction Notice") and after the Entry Payment has been made.</p>
<b>5.</b>	<b>Reinstatement</b>	Following completion of the installation of the OHL, the Grantee will reinstate the OHL Option Area to the Grantor's reasonable satisfaction and to the reasonable satisfaction of the occupier, if applicable and provided that this is not contrary to the Grantor's reasonable satisfaction, having carried out a photographic pre-entry schedule of condition. A copy of the pre-entry schedule of condition will be provided to the Grantor (and the Grantor's Agent).
<b>6.</b>	<b>Land Drainage</b>	The Grantor is (where possible) to make available plans of any existing drainage schemes to the Grantee in advance of construction works. The Grantee shall ensure where reasonable and appropriate the land drainage systems on the Grantor's Land are left in no worse condition than before the date of entry for construction and associated works, or if to the extent that such damage cannot be made good and where not practical to do so, the Grantor will be compensated.

7.	<b>Construction Best Practice for OHL</b>	All Project works will be carried out in adherence to National Grid's Construction Best Practice for Overhead Line Installation.
8.	<b>Anticipated OHL</b>	Anticipated OHL is shown in the Payment Schedule, located within the OHL Option Area and shown on the Option Agreement Plan(s).
9.	<b>Final OHL</b>	To be determined once the OHL has been installed and shown on a plan to be attached to the final Deed of Grant.
10.	<b>Easement Term</b>	In perpetuity.
11.	<b>OHL</b>	The overhead lines (shown in the indicative positions approximately indicated by a solid purple line on the Plan(s) and subject to their maximum swing for transmitting electricity for the purposes of its or their operations together with an earth wire(s) fibre optic cables (in connection with the use of the Grantee's Undertaking only) and the Towers (if any) for supporting the same together with such ancillary equipment and apparatus as may be required by the Grantee
12.	<b>Consideration</b>	<p>The consideration for the rights granted in the Option Agreement and Deed of Grant will be calculated and payable in accordance with the Grantee's Land Rights Strategy and detailed in the Payments Schedule and will be paid in the following tranches:</p> <ul style="list-style-type: none"> <li>(a) 25% of the Agreed Value on exchange of the Option Agreement ("the <b>Option Payment</b>");</li> <li>(b) 50% of the Agreed Value on service of the Construction Notice ("the <b>Construction Notice Entry Payment</b>");</li> <li>(c) 25% of the Agreed Value on completion of the Deed of Grant ("the <b>Balancing Payment</b>").</li> </ul> <p>The consideration initially agreed will be based on the Anticipated OHL. If the Final OHL increases from the Anticipated OHL once the Option Agreement is entered into, the Option Agreement provides for an adjustment to the Balancing Payment to increase the overall consideration.</p>
13.	<b>Completion</b>	The actual completion of the Deed of Grant pursuant to the terms of the Option Agreement shall be 20 working days after the date of service of the Completion Notice.
14.	<b>Incentive Payment</b>	<p><b>Incentive Payments for Permanent Rights</b></p> <p>An Incentive Payment of 20% of the consideration payable to the Grantor for the electric lines and where relevant towers and ancillary apparatus under the Option Agreement is payable in the following circumstances:</p> <p>These heads of terms are returned to the Grantee agreed and signed by the Grantor within an 8 week period of issue by the Grantee to the Grantor; and</p> <p>The Option Agreement is exchanged within 12 weeks of the date that the draft Option Agreement is sent to the Grantor's Solicitor to the e mail address of the individual named in these heads of terms by the Grantee's Solicitor.</p>

**PAYMENT SCHEDULE**

<b>Asset/Land/Rights</b>	<b>Number/Length/Area</b>	<b>Rate</b>	<b>Total</b>
New Tower - Arable Land	<b>8</b>	<b>£8,000</b>	<b>£64000</b>
New Tower – Permanent Grass Land	<b>N/A</b>	<b>£6,000</b>	<b>£N/A</b>
Note that the following oversail payments only apply where no tower rights are required			
New Oversail: 100m+	<b>N/A</b>	<b>£1,000</b>	<b>£N/A</b>
New Oversail: 50-99m	<b>N/A</b>	<b>£750</b>	<b>£N/A</b>
New Oversail: 0-49m	<b>N/A</b>	<b>£500</b>	<b>£N/A</b>
<b>Incentive Payment based on 20% of total of above payment(s)</b>			
<b>Total</b>			<b>£64000</b>
<b>Initial Payment</b> 25% payable on exchange of Option Agreement to Grant an Easement			<b>£16000</b>
<b>Entry Payment</b> 50% payable on taking entry onto land for construction under Option Agreement to Grant an Easement			<b>£32000</b>
<b>Easement Completion Payment</b> 25% payable on completion of Easement following construction together with any other payment already agreed ("the Balancing Payment").			<b>£16000</b>

**Reference:** NG/FG/N-T/9646, 14468

Date of issue: 31st October 2025

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## **SIGNATURE PAGE**

**Signed:** .....  
Grantor or Authorised Agent for and on behalf of the Grantor

**Name of signatory** (in BLOCK CAPITALS): .....

**Signed:** .....  
Authorised Agent for and on behalf of the Grantee

**Name of signatory** (in BLOCK CAPITALS): .....

Dated.....

**Please return the signed Heads of Terms in electronic format to:**

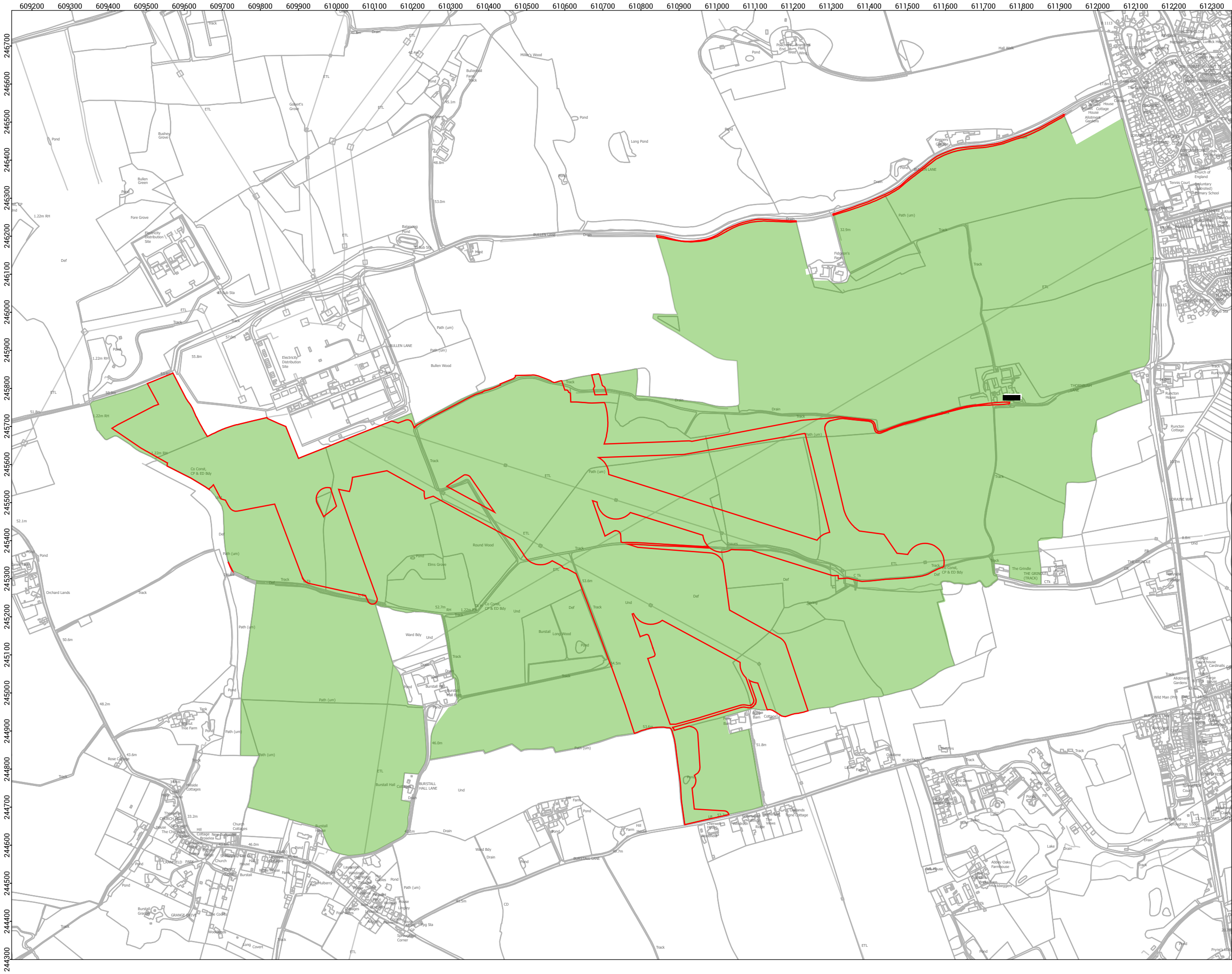
norwich-tilbury@fishergerman.co.uk

**Alternatively, please return the signed Heads of Terms in paper form to:**

Fisher German LLP, Norwich to Tilbury Lands Team, The Atrium Risby Business Park, Risby,  
Bury St Edmunds, Suffolk IP28 6RD

**If these Heads of Terms are being signed by the Grantor's agent, the Grantor's agent must return the signed Heads of Terms together with confirmation that the agent has written instructions to act on behalf of the Grantor.**





N

0

35

70

140

210

280

Metres

OVERVIEW WINDOW

LEGEND:

Interests in Land

Grantor's Land

General

Option Area

Temporary Rights Acquisition

Temporary Drainage

Party IDs: 9646, 14468  
Title: SK316171

PLAN IS FOR INDICATIVE  
PURPOSES ONLY

REVISION: A  
CLIENT: **nationalgrid**

SCHEME:  
NORWICH TO TILBURY

TITLE:  
TEMPORARY HOT PLAN

FP: 105141-008

SCALE: 1:9,000 @ A3  
DATE: 13/10/2025

Ordnance  
Survey

Licensed Mapping

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**Subject:** FW: RE: [EXTERNAL] FW: Norwich to Tilbury - Heads of Terms - subject to contract and without prejudice

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**From:** Norwich toTilbury <Norwich-Tilbury@fishergerman.co.uk>

**Sent:** 05 December 2025 16:01

**To:** [REDACTED].uk>; Norwich toTilbury <Norwich-Tilbury@fishergerman.co.uk>; [REDACTED]

**Cc** [REDACTED]

**Subject:** RE: RE: [EXTERNAL] FW: Norwich to Tilbury - Heads of Terms - subject to contract and without prejudice

Dear Will,

That time and location works for me.

I will see you next week.

Many thanks  
Nick

Norwich to Tilbury

For and on Behalf of Fisher German LLP

0808 1753314



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SAVE PAPER - Please do not print this e-mail unless absolutely necessary.

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**From:** [REDACTED]  
**Sent:** 04 December 2025 17:52  
**To:** Norwich toTilbury <[Norwich-Tilbury@fishergerman.co.uk](mailto:Norwich-Tilbury@fishergerman.co.uk)>; [REDACTED]  
[REDACTED]

**Subject:** RE: RE: [EXTERNAL] FW: Norwich to Tilbury - Heads of Terms - subject to contract and without prejudice

Dear Nick

Thank you for your email. Would there be any chance we could meet at 10am on Friday, 12 December? Are you also happy to meet at our offices at Sproughton, IP8 3AP? We are 5 minutes from [REDACTED] if we need to look at anything.

I look forward to your confirmation.

With kind regards

*Will*