

**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**

**ANITA MANDY KASSEEAN  
PARTNER, BIRKETTS LLP**

On behalf of:

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 I am Anita Kasseean. I am a solicitor and Partner specialising in Nationally Significant Infrastructure Projects, at law firm Birketts LLP.

1.2 Birketts LLP acts for the following five clients, who are affected by the application for a Development Consent Order by 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 (Planning Inspectorate reference EN020027) (the "**Project**"):

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

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

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

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

1.2.5 Interested Party Reference Number: [REDACTED] (H&O Godbold Partnership

(together, my “**Clients**”).

1.3 The facts and matters set out in this statement are within my own knowledge unless otherwise stated, and I believe them to be true. Where I refer to information supplied by others, the source of the information is identified; facts and matters derived from other sources are true to the best of my knowledge and belief.

1.4 There is now produced and shown to me a bundle of true copy documents marked “Exhibit AK1”. All references to documents in this statement are to Exhibit AK1 unless otherwise stated. References to tab numbers in this statement are to the respective tabs in Exhibit AK1 in the format **AK[x]**.

1.5 I have been representing my Clients in relation to the application for the Project by NGET since November 2025.

1.6 My Clients hold land interests in 127 plots of land that are affected by the impacts of the works and the proposed compulsory acquisition powers contained in the application for the Project.

1.7 This is my witness statement setting out my evidence as to matters discussed at a meeting held at 10am on Friday 12 December 2025, held at the offices of my Client’s agents, Landbridge Property LLP (“**Landbridge**”) in Sproughton, Ipswich (the “**12 December 2025 Meeting**” / the “**Meeting**”).

## 2. **FACTS LEADING UP TO THE 12 DECEMBER 2025 MEETING**

### **17 November 2025**

2.1 On 17 November 2025 (my first day working at Birketts LLP), my colleague (who has been advising my Clients on non-DCO matters) forwarded to me a copy of a letter from my Clients to NGET and Fisher German LLP, dated 17 November 2025 (**Exhibit AK1**).

2.2 That letter described, amongst other things, my Clients’ frustration at not having been engaged with by NGET and Fisher German LLP in a meaningful

manner for a number of months, in relation to the voluntary agreement negotiations relating to the Project.

- 2.3 Part of that letter from my Clients to NGET and Fisher German LLP, states: *“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 27TH 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.... 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.**”* (my emphasis added).
- 2.4 The above made it evident to me that my Clients were trying very hard to engage in voluntary agreement negotiations with NGET and Fisher German LLP, but their efforts were not being reciprocated by NGET or its agent. It was also evident to me from reading the letter that my Clients could not understand how NGET could expect them to sign heads of terms, knowing that they (NGET and Fisher German) have not yet responded to a number of concerns repeatedly raised by my Clients in the past.
- 2.5 I was asked by my colleague if I could join a call with him and my Client the next day, 18 November 2025, so that he could introduce me and I could assist the Client. This was thought to be appropriate by my colleague, in light of my specialism in providing legal advice on nationally significant infrastructure projects and experience with acting for agricultural land owners in that context.

## 18 November 2025

- 2.6 I was introduced to my Clients on 18 November on a Teams call (which my colleague also joined), and we discussed the situation at hand in relation to the Project and the lack of voluntary agreement negotiations by NGET with my Clients.
- 2.7 Given the frustrations of my Clients and their genuine eagerness to fully discuss voluntary agreement terms, it was agreed that Landbridge should make contact direct with NGET that day about this situation.
- 2.8 On 18 November 2025, Landbridge emailed the Consents Officer and the Land Officer at NGET (I was forwarded a copy of it later) (**Exhibit AK 2**), stating that: *"...You will recall that we had various productive meeting with yourselves / National Grid, the Godbold Family ..., 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 19th 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.**"*
- 2.9 It is clear from that email from Landbridge, there had not been any meaningful discussions for over a year and a half to address my Clients' concerns.

## 19 November 2025

- 2.10 On 19 November 2025, the Consents Officer at NGET responded to the Landbridge email of 18 November 2025 (I was later forwarded a copy by Landbridge) (**Exhibit AK3**).
- 2.11 That email response stated: *"...[we] 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".*

## 22 November 2025

- 2.12 By the end of that week, Saturday 22 November 2025, NGET had still not responded substantively to the email from Landbridge dated 18 November 2025.
- 2.13 On Saturday 22 November 2025, Landbridge sent NGET another email, to again ask for a response, and Landbridge also offered NGET an extended deadline of close of play the Monday 24 November 2025 to provide substantive responses (**Exhibit AK4**) (I was later forwarded a copy by Landbridge).
- 2.14 The email dated 22 November 2025 from Landbridge to National Grid stated: *"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.**"*
- 2.15 Consistently with my Clients, Landbridge again reiterated my Clients' intention to conclude voluntary agreement negotiations quickly.

## 24 November 2025

- 2.16 On 24 November 2025, the Land Project Manager – East Coast at NGET, responded (I was later forwarded a copy by Landbridge) (**Exhibit AK5**). He stated: *"...[we] 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 [@Nick Robinson](#) 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."*
- 2.17 My discussion with Landbridge and my Clients on the same day (24 November 2025) following receipt of this email, resulted in an agreement that Landbridge

would respond to NGET's email, to suggest dates for a face to face meeting and that Birketts would be in attendance.

- 2.18 I agreed to attend this proposed meeting in order to assist my Client to enable and progress the discussions on draft Heads of Terms my Clients had received from NGET (as its terms were legalistic in nature).
- 2.19 On 24 November, Landbridge sent an email response back to NGET (**Exhibit AK6**) (I was not copied into the email from Landbridge but I was later forwarded a copy) and stated: *"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 11th December from 12noon or Friday 12th in the morning. Please can you confirm your availability accordingly."*
- 2.20 There was no response to this email from NGET

## **28 November 2025**

- 2.21 My Client emailed me on 28 November 2025 a copy of a response he had received that day from NGET to his letter of 17 November 2025. A copy of NGET's letter response is at **Exhibit AK7**. NGET's responses were written in red text by them in the letter.
- 2.22 The general direction of NGET's responses to my Client's written concerns was that they had to look into them and they would revert. That was disappointing to say the least given I was instructed that my Client had voiced the concerns repeatedly in the past.

## **2 December 2025**

- 2.23 On 2 December Landbridge emailed NGET and Fisher German (**Exhibit AK8**) and stated: *"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.**"*
- 2.24 Later that day, Fisher German responded by email to state (**Exhibit AK9**): *"...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.”*

2.25 It was clear from the words “ that NGET and UKPN were not interested in sending their lawyers to the meeting, in order to progress and escalate in priority, any meaningful voluntary agreement negotiations. If they had, they would have confirmed their lawyers would also be there to negotiate legal terms (which were contained in the draft NGET heads of terms).

2.26 I was later informed by my Clients and Landbridge that a meeting date was agreed with Fisher German LLP for 12 December 2025 at the offices of Landbridge. I was instructed to attend that meeting.

### 3. THE 12 DECEMBER 2025 MEETING

3.1 The attendees of the meeting were as follows:

3.1.1 Nick Robinson (“**NR**”) and Toby Risewell (“**TR**”) each of Fisher German LLP (“**Fisher German**”), agents for NGET in relation to the project;

3.1.2 William Barton (“**WB**”) of Landbridge;

3.1.3 Myself; and

3.1.4 My Client, Stephen Baker (“**SB**”).

3.2 None of the attendees asked for the Meeting to be confidential and/or without prejudice and each of them knew in advance who was attending due to emails.

3.3 The Meeting commenced with my Client SB setting out that this was a meeting to both discuss NR’s response dated 28 November 2025 (**Exhibit AK7**) to SB’s letter of 17 November 2025 (**Exhibit AK1**) and also to progress voluntary agreement negotiations.

3.4 I stated that my Clients were keen to enter into a voluntary agreement to deal with the impacts of the proposed Project and that we wanted to work with NGET to achieve that.

- 3.5 I also explained that it was due to the lack of meaningful negotiations to date in relation to a voluntary agreement, and also periods of radio silence by NGET, my Clients felt they had no choice but to have to object in the formal DCO application and participate in the examination process.
- 3.6 NR confirmed that he and TR were lead and principal agents acting only on behalf of NGET, in relation only to the transmission works proposed by the DCO application for the Project. NR confirmed that Fisher German did not represent UKPN or other third parties who would be exercising powers under the DCO, and that Fisher German could not discuss matters relating to non-NGET works in relation to the application for the DCO for the Project. NR also confirmed that day that NGET could not make any agreement with my Client's before NGET had first made a development agreement with "UKPN" and the other unidentified third parties. See my Detailed Attendance Note below. As at 12 December 2025, NR confirmed to my Client that no development agreement had been made by NGRT with UKPN nor those third parties.
4. **DETAILED ATTENDANCE NOTE OF MEETING ON 12 DECEMBER 2025**
- 4.1 I attach at **Exhibit AK 10** a contemporaneous attendance note I made of what was discussed at the meeting referred to above held on 12 December 2025. I started my attendance note within hours of the meeting finishing and completed it the following day, on 13 December 2025.

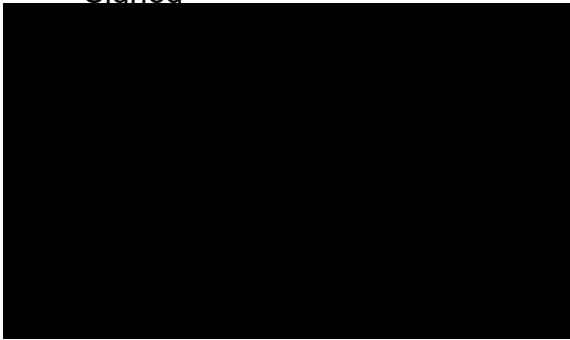


**Statement of Truth**

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.

Signed



Dated 19 December 2025

## EXHIBIT AK 1



17 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 [REDACTED]; 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 [REDACTED] 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 [REDACTED] 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,

[REDACTED]

For H&O Godbold

**EXHIBITS AK 2, AK3, AK4, AK5, AK6, AK8 AND AK9**

[REDACTED]

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**From:** [REDACTED].uk>  
**Sent:** 02 December 2025 18:30  
**To:** Anita Kasseean  
**Cc:** [REDACTED]  
**Subject:** FW: RE: [EXTERNAL] FW: Norwich to Tilbury - Heads of Terms - subject to contract and without prejudice

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Anita

In hast I am forwarding the email below.

I am out of the office tomorrow.

My preference is the 12<sup>th</sup> at 9am but look forward to your comments before replying

With kind regards

Will

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**From:** Norwich toTilbury <Norwich-Tilbury@fishergerman.co.uk>  
**Sent:** 02 December 2025 16:56  
**To:** [REDACTED] Norwich toTilbury <Norwich-Tilbury@fishergerman.co.uk>; Oliver [REDACTED]  
**Cc:** Nick [REDACTED]  
**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**

**0800 1753312**

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**From:** [REDACTED] <[REDACTED]@fishergerman.co.uk>

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

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

**Cc:** [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

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**From:** William Barton

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

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

**Cc:** [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



[REDACTED]

---

**From:** [REDACTED] >

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

**To:** [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.

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

+44 (0)7721109665  
[REDACTED]

---

**From:** [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

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**From:** [REDACTED] >

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

**To:** [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

**Paul Reaston**

**nationalgrid** Consents Officer – Norwich to Tilbury

[REDACTED]  
[REDACTED]  
Advance notice of holiday: TBC

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**From:** [REDACTED]

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

**To:** [REDACTED]

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

**Importance:** High

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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.

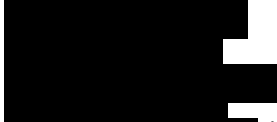
With kind regards

Will

[REDACTED] MSc MRICS FAAV  
Partner - RICS Registered Valuer



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



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[REDACTED] .com>

Sent: 17 November 2025 09:22

To: Norwich to Tilbury <[norwich-tilbury@fishergerman.co.uk](mailto:norwich-tilbury@fishergerman.co.uk)>; Contact Norwich to Tilbury <[contact@n-t.nationalgrid.com](mailto:contact@n-t.nationalgrid.com)>; [REDACTED]

Subject: Norwich to Tilbury - Heads of Terms

To Fisher German:

Please see the attached letter, from H&O Godbold, of [REDACTED], regarding your recent letter about Heads of Terms.

Regards

S Baker  
For H&O Godbold

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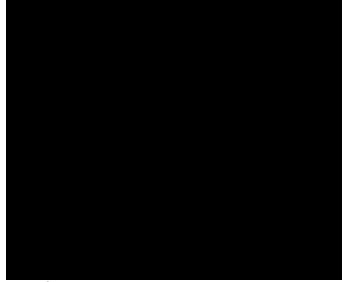
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## EXHIBIT AK 7



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  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.

National Grid will not be seeking a voluntary agreement for the UKPN works, UKPN will be approaching all landowners separately to agree terms to undertake their works. I am still awaiting a confirmed timeline for when this conversation piece will take place, but expect this to be soon in the new year.

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.

Your comments above are noted, will seek clarity as appears to be some disparity between plans. I will revert with a fuller response on this point.

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.

Noted, highlighting the wording in clause 18 does refer to an initial cap. A point we can discuss.

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 [REDACTED] fields that are to the west of the new towers, and adjacent to Burstall Hall.

I would be glad to review this, and assess what can be done to allow you the ability to continue farming as much of the land as possible. This could be the inclusion of crossing points for example.

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.

The red line now extends West from Thornbush Hall, and this will be the access to facilitate the UKPN works only. National Grid will not use this route for any of their construction and as you suggest, the Grindle and its access back towards the B1113 is not within the red line area of the project.

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.

Conversations have been held with Suffolk County Council regarding all public rights of way that will be affected by the project. Temporary diversions may be utilised – conversations will be had between SCC and yourself if this is the case, or in some cases footpaths may be temporarily closed.

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.

I can absolutely agree that good working practices and soil management are adopted throughout the project construction and am happy to discuss what form of documentation this may take to provide sufficient certainty to you.

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 [REDACTED] 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.

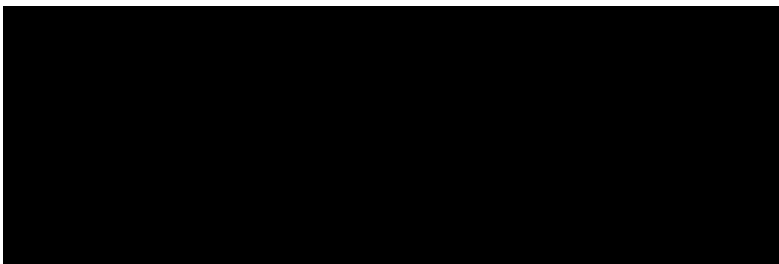
I will continue to liaise with Will Barton/Oliver North in respect of organising a meeting in person with you to continue these conversations.

Many thanks

Nick Robinson

Fisher German LLP

Yours faithfully,

A large black rectangular redaction box covering the signature area.

For H&O Godbold

## EXHIBIT AK10

**ANITA KASSEEAN  
PARTNER, BIRKETTS LLP**

**WITNESS STATEMENT**

ATTENDING:

ANITA KASSEEAN, PARTNER (NATIONALLY SIGNIFICANT INFRASTRUCTURE PROJECTS) BIRKETTS LLP (AK)

NICK ROBINSON – FISHER GERMAN LLP (NR)

TOBY RISEWELL – FISHER GERMAN LLP (TR)

STEPHEN BAKER – CLIENT – THORNBUSH FARM (SB)

WILLIAM BARTON – LANDBRIDGE (WB)

ATTENDANCE NOTES OF THE MATTERS IN THE ORDER THEY WERE DISCUSSED.

*(Observation not verbalised: Neither party expressed the desire for the meeting to be confidential and without prejudice and the parties knew in advance who was attending due to emails. They knew lawyers from our side were attending. No lawyers for NGET and UKPN even though we expressly asked them to bring the lawyers in advance but they expressly declined.)*

I am Anita Kasseean, Partner specialising in Nationally Significant Infrastructure Projects, at Birketts LLP.

I act for the Godbold family (in their various forms) re Thornbush Farm.

This is my attendance note setting out my evidence as to matters discussed at a meeting with Fisher German (Client Stephen Baker attending and also William Barton of Landbridge) at 10am on Friday 12 December 2025 held at the offices of Landbridge.

The meeting commenced with Stephen Baker client setting out that this was a meeting to discuss private agreement terms and NGET response to his letter (response sent to client on 28 Nov 2025)

Then I introduced myself as the latest person who is coming new to the advisory team on behalf of the above named clients. I confirmed that my clients were positively keen to enter into a private agreement to deal with the impacts of the proposed DCO scheme and that we wanted to work with NG to achieve that. I also explained that it was due to the lack of meaningful negotiations and also periods of silence that gave my clients no choice but to have to object in the formal DCO application and examination process.

NR confirmed that he and TR were lead and principal agents acting only on behalf of National Grid (NG). He confirmed that this was National Grid Electricity Transmission in relation to the transmission works proposed by NG.

### ***Responsibility for and sequence of proposed works***

I led the discussion with NR and TR on who was proposing to carry out what works on the land. AK and NR primarily went through AK's hard copy of the project design proposal plan - figure 4.1 of chapter 4 of the Environmental Statement in the DCO app- printed colour in A0 hard copy to identify who will be responsible for which works on land.

There were works where it was difficult to identify on the hard copy plan and TR and NR showed us on a bigger screen in the conference room their own version of the same plan which was able to turn on and off the layering so that we could all see better the details of the proposals on this same plan and understand what they mean in terms of the land.

NR confirmed through this process that there would be a combination of works carried out by NG, UKPN, BT and other third parties - potentially any utilities if their searches show utilities on the land (but he was not at that point sure there were).

NR confirmed he did not know who we needed to talk to in relation to working to be carried out by UKPN and BT in relation to "third party" utilities. NR explained that in relation to UKPN, BT and other third parties, he did not know if they would be using internal or external resource to conduct their own private agreement negotiations with our clients.

NR confirmed that the draft Heads of Terms dated 31 October 2025 only related to the NG works.

NR confirmed that the UKPN works, the BT works and the other "third party" works would each need their own individual Heads of Terms and their own individual Private Agreement.

SB and AK surprised. SB asked about the sequencing of the UKPN works and the NG works on the land.

NR said Fisher German will need to look at the interaction between the NG and the UKPN works and the BT works and the third party works. NR Don't know.

NR confirmed that the indicative construction timetable in Chapter 4 of the ES in the DCO application only applied to the NG works. Not apply to UKPN, BT or other thirdparty works.

NR confirmed that conversations had been started between NG and UKPN in relation to the sequencing of their respective works but that they were no where near finished

NR verbally confirmed that it was his understanding that UKPN will start their negotiations early next year (2026).

NR verbally confirmed that there was a development agreement of some sort between NG and UKPN that governed how they cooperated with each other in relation to the interaction of their respective works.

NR also verbally confirmed that Fisher German will be picking up conversations with other third parties as well as with UKPN. NR said that they may have separate agents who will be talking to us.

NR verbally explained that Fisher German will also have overview of all the terms being negotiated by UKPN, BT and other third parties to ensure consistency.

NR verbally confirmed that as at today's date 12 December 2025, no Heads of Terms had been offered to us in relation to voluntary private agreements by UKPN, BT or other third parties. I reinforced that it was critical importance that we are provided with draft Heads of Terms as soon as possible by UKPN, BT and other third parties.

NR verbally confirmed that it was not possible for our clients to sign any heads of terms with NG until we can fully understand the terms offered by UKPN, BT and other third parties and how they will interact with NG's heads of terms.

I confirmed that we would be needing one private agreement with all of NG, UKPN, BT and other third parties being party to the same agreement as this was one scheme impacting one landowner. I explained that it would be an inefficient use of time and resource and it would place an extraordinary burden on our clients financially and emotionally for them to have to agreement multiple (at least 4 it seemed as at today's date, 12 December 2025) separate private agreements with different developers for the same scheme with neither of the developers having sight of each agreement first. I explained that NG, UKPN, BT and other parties managed to interact with each other in relation to the detail of the DCO application and thus there should be no reason why they cannot interact again to negotiate one private agreement with our client regarding the same set of composite works.

NR confirmed that he couldn't say he disagreed but that he would need to check with NG first if one composite private agreement was acceptable to them.

***Fisher German response dated 28 November 2025 to SB's letter of 17 November 2025***

A copy of this letter is attached. SB went through NR's responses.

#### Point 1 of the letter

SB summarised its contents.

SB asked NR to confirm the timescales of when the UKPN conversations would commence. NR verbally confirmed that he understood they would begin early in 2026. I asked if there was a contractual arrangement like a development agreement in place currently between NG and UKPN. NR verbally confirmed that NG was having conversations with UKPN about how they would respectively manage the interaction between their respective works. NR also verbally confirmed that NG would need UKPN's "buy-in" first before UKPN will start negotiations with us. NR verbally confirmed that he did not know who the UKPN persons may be who will be contacting us but that when they do, NR will be copied into the UKPN correspondence with us. NR verbally reiterated that he did not whether UKPN would be using internal personnel or external agents.

#### Point 2 of letter

SB expressed to NR his surprise at being suddenly being told that freehold parts of the land was to be CPOed. SB noted that there would be three areas of the land the freehold of which was proposed to be compulsorily acquired. SB noted these were the top part of his fields close to the southern part of the sub-station, and also three oblong shaped areas in relation temporary and permanent attenuation ponds and a permanent spoil bund. Their location was viewed on the screen in the meeting room shared by FG.

SB reiterated that he had never heard of any of these proposals to CPO the freehold title before the DCO application was submitted. SB told NR that this was the first time he had heard the freehold to those parts of the land were needed to be owned by NG for the attenuation ponds and spoil bunds

NR explained that there was a need for temporary and permanent attenuation points because the extension of the sub-station would lead to more areas of hardstanding. NR described the plans and said the lighter blue shape was a temporary attenuation pond and the darker blue shape was to be a permanent attenuation pond.

SB and Will asked about the alignment of the proposed ponds and whether their positions and alignments could be changed. William Barton also questioned why NG needed to own the freehold of the land on which attenuation ponds are to be situated, and why not just leasehold. SB added there has been no prior discussion with him about any of these proposals being sought for his land and ask NR why this was never raised or discussed with him before. NR replied that this was all proposed due to late changes in design before the DCO application was submitted. SB confirmed that he did not want those freehold parts of the land to be CPOed.

SB reiterated that he had never heard of any of these proposal to store a bund of soil on that part of his land and never told there would be a proposal to CPO the freehold of part of his land purely for that purpose, until after the DCO application had been submitted. SB stated that he was not happy about how he had come learn of these proposals. I asked NR why none of this was raised with my clients before the DCO application was submitted. NR replied to me that this was of late design changes.

SB gave the example of the proposed permanent soil bund in relation to which that part of the freehold was to be compulsorily acquired. SB asked why there was a need to CPO part of a freehold title to just hold and retain excess soil there. NR confirmed that NG just want to put all the soil that they dig up, on that spot. I pointed out to NR that the soil on the land is high quality Grade II soil and asked why NG could simply not give that soil to the Godbold family so that they can find alternative uses for that soil elsewhere. NR agreed that he would discuss this with NG; whether there is a need for a permanent soil bund there or where they can give that soil back to SB.

NR also at that juncture informed us that NG was working on a bespoke soil management plan to present in relation to the land. NR confirmed that he will send us that draft soil management plan which can then be annexed. I added that it needs to be soil management plan bespoke to the works and impacts for my clients' land and not generic as is the soil management plan in the DCO application. I also clarified that any bespoke soil management plan would need to be appended to the private agreement itself and not to the HoTs as that would hold up agreeing terms to form the basis of the private agreement.

I asked NR who at BCLP was dealing with the drafting of the Heads of Terms and Private Agreements. NR confirmed it was Alan Gutteridge at BCLP.

SB explained to NR that had NG discussed these proposals relating to the soil bund with him before submitting the DCO application, it would have been possible to find an alternative rather than NG first going down the CPO route.

## **Soil**

SB recounted to NR that there are other farming contractors who are telling him about their experiences with National Grid relating to soil on other sites being developed. SB is being told that even with soil management plans in place with National Grid, contractors engaged by National Grid are mixing up sub-soil and top-soil which is not good for the land. SB said he did not want to experience that with NG and so there must be a soil management plan in place in relation to this particular DCO scheme which avoids those risks. William Barton (WB) added that in his professional experience there appeared to be a calculation where the penalties associated with breaching a soil management plan are balanced against the amount of

compensation paid, and that in practice it may be cheaper to breach the soil management plan and pay the compensation, and that we need to avoid that happening here. I said we will be asking for a requirement that the soil is reinstated to its original Grade II condition.

### Point 3 – capped fees

SB noted NR's response that the fees in the draft Heads of Terms were nowhere near as much as NG's scheme is causing him to incur. SB explained that because NG had no discussions at all with him about the actual works to be applied for under the DCO and the long periods of silence, that has meant the family has needed a huge amount of professional advice and support (that the family had to find and pay for) in understanding what exactly is being proposed for the land.

I added that NG should have discussed these proposals for the land in advance with the landowners. All these proposals come as a complete surprise to our clients and has caused them to incur a significant amount of fees and personal and family time too.

SB reinforced that the emotional distress caused by the failure of NG to discuss these proposals with the family first and by the proposals themselves, has been considerable on the family.

I said that as NG did not talk at all to my clients about the actual DCO scheme they would submit, this has caused huge financial and emotional distress to the family.

NR confirmed that he accepted that and it was the late changes in design that caused this situation.

NR confirmed his letter response that the fee stated in the draft Heads of Terms was a minimum.

I said that Birketts and Landbridge will be sending NR and NG our requests for written undertakings for our respective fees and that this would be likely next week.

### Point 4 in letter – Access

SB read the section of the letter including NR's response.

SB summarised that the access proposals in the DCO application would isolate the western part of the farm and also steralise access to other parts of the farm.

SB said he wanted to know how they could access parts of the farm during the DCO works.



I asked NR whether he had seen our Principal Relevant Reps yet as this had all been explained in detail in that document. NR confirmed he had not as at that day (12 December 2025) read our clients' Principal Relevant Reps as when he checked the PINS website last week, they had not been uploaded.

SB took NR through our access arguments which were reflected in the Principal Relevant Reps. SB reiterated that he wanted to ensure that the farm would be given crossing points as it was particularly important to access fields A, B, C and D.

I explained one DCO proposal in particular shown on the relevant access and rights of way application plan [plan [ ]], shown that parts of Thornbush Lane would be temporarily closed. I explained that this would stop the emergency services, tradespeople and the farm's contractors from accessing the land. I showed NR a hard copy of the DCO application access plans [plan number] which NR and I agreed were hard to read. NR tried to read those plans on his laptop screen and confirmed he was finding them difficult to read. I agreed with NR that he would need to take this point away and come back to us on how practically access could be enabled to the farm and the yard of Thornbush Hall during the works.

### ***Sequencing of NG and UKPN Works in relation to enabling access for farming business***

SB explained that if all the UKPN works were carried out all at once, that would cut off access to fields A, B, C, D and E. SB reiterated the need to cultivate fields D, A, B, C and E throughout pre-construction, construction and operation and so needs to understand the sequencing of both the NG and the UKPN works.

NR replies that NG is still talking to UKPN in relation to the sequencing of their respective works. NR said that he expected that the UKPN works would be carried out first mid-to-late 2026, before the National Grid works.

I asked NR to clarify whether this meant that UKPN expected to carry out their works before the DCO was granted. NR confirmed that there is a conversation ongoing between National Grid and UKPN to start the UKPN works in 2026 first, before the DCO is granted. NR also confirmed it was possible for NG to construct the concrete bases to the pylons alongside the UKPN works. NR then went on to change his position and said that UKPN works would "potentially" be carried out before the DCO is granted.

I asked how UKPN might phase its works. NR repeated to remind me that he only acted on behalf of NG and that there are ongoing conversations about sequencing of works between NG and UKPN.

I then raised timing of works in the context of the indicative programme for the construction works as contained in the DCO application documents (Chapter 4 of the Environment

Statement). I explained there was conflicting messaging from NG in terms of timing of works between the draft Heads of Terms and the DCO application. I explained that the indicative construction programme in the DCO application indicates that all enabling works would commence and end within 2027. In contrast, I asked NR to explain why the draft Heads of Terms required there to be a 7-year “option period” over nearly 2/3 of our clients land within which enabling works could be carried out (amongst other things). which in relation to enabling works did not correlate with what the draft Heads of Terms stated for the period of time needed for enabling works.

NR confirmed that he accepted that I was raising a valid question in this regard and that he needed to look into this further as he did not know the answer.

### Public rights of way

SB introduced the topic of how the DCO application affected public rights of way.

I took NR through the DCO application plans relating to access and public rights of way affecting our clients’ land.

I highlighted in particular the proposals to temporarily close parts of Thornbush Lane as shown on DCO application plan relating to accesses and public rights of way (hard copy) (plan number section B, plan I).

I took NR through how that would block access to the clients’ yard at Thornbush Hall, which would cause problems for accessing fields above Thornbush Hall, and block access to the yard for contractors, emergency services and tradespeople and local authority refuse services.

I explained that no diversions were being proposed under the DCO application and added as the clients’ land is undulating, it would not be possible in practice to find alternative routes.

I also explained that other proposals to temporarily close public rights of way on our clients land meant in effect removing all accesses for our clients’ farming vehicles, hence steralising most of the farm during construction.

I explained we had described all access issues posed by the DCO application in the Principal Relevant Reps, which at the time of the meeting NR said had not yet been published by PINS.

SB and I reiterated that this proposal to temporarily close large parts of PROW on the land would be hugely problematic for the farm.

SB repeated that no discussions at all were raised by NG before it submitted the DCO application to alert our clients to this proposal, so they were not given any opportunity to

explore alternative means of access arrangements with NG for their farming business. SB said, for example, had NG told them that they were proposing to close temporarily sections of the PROW on the land, SB would have asked them to push back the extent of one of the sections to be temporarily closed to behind a line of Ash trees near Thornbush Hall, to enable continued access to the yard at Thornbush Hall.

NR said that he would need to check this as the plans were difficult to read and also whether the extent of the temporary closure of parts of Thornbush Lane could be moved back so that it started after the ash trees which are located after the yard to Thornbush Hall.

### ***Overall effect on the farming business***

SB confirmed that he wanted to maintain the quality of the soil on the farm, the useability of the farm, and the viability of the farm as a business.

I added that as an example, the option period being offered under the draft HoTs was important given the effect of the DCO application on my clients' land would in effect sterilise most of the farm for a number of years.

SB added that the DCO application impacts on accesses for the farming business made it a difficult situation.

NR accepted that our clients could not sign heads of terms with NG until we knew how they interacted with terms to be offered by UKPN, BT and other third parties.

I asked again why didn't NG explain the impacts of the DCO application to be made to our clients. NR replied that all he understood NG would say in response is that they are looking at the scheme as a whole and NG thinks what it did do in relation to negotiations and information was ok – NR could see there was a moral case to make that our clients needed to be told about what NG was applying for but it was not a legal requirement. I replied that it was not ok and that it was a legal requirement on NG to only apply for CPO powers as a measure of last resort; they should have discussed the actual DCO proposals with our clients first before seeking to CPO their land. I reminded NR there were no discussions with our clients about the actual DCO *application*. NR remained quiet and nodded in agreement and confirmed he would take this point away to NG. NR also say there would be slow and long negotiations ahead. I replied to say that pace was unacceptable to my clients and they insisted on fast negotiations so that they can enter into a voluntary agreement fast with all the parties together in one agreement (not multiple agreements) as the current slow pace by NG is causing the clients huge financial and emotional upset.

SB repeated his request to NR to explain how the DCO application affected the footpaths on the farm land. NR repeated that he would need to come back to us on this as even he didn't understand the position in full.

I added and asked whether NR was aware that CPO powers affected our clients' land interests in 127 ways. I asked NR whether Fisher German was aware of that. NR did not reply verbally but did not confirm positively either that he already knew that. His body language was such that he did not dispute this fact.

### ***Draft NG HoTs dated 31 October***

SB expressed concern that none of the DCO application proposals had been flagged or communicated to him or his family before the application was submitted. SB also stated that had NG had come to him to describe what they were actually proposing to do on his land, he would have worked with them to find alternative ways privately that worked both for them and for NG. There was no contact at all by NG to explain the works on the land that would be applied for under the actual DCO application, before that application was made. SB expressed shock that they did not do that, and now they had applied for powers and CPO powers against the land, NG gave them no choice but to engage in the Examination process, incurring huge fees .

I explained that we wanted to discuss the draft Heads of Terms dated 31 October 2025 issued by NG in three parts: pre-construction, construction, and operation phases of the DCO application.

I also asked NR to confirm whether the draft HoTS only related to the NG works. NR confirmed they did.

In relation to the pre-construction elements of the draft HoT (Part 1 of that draft), I asked NR to confirm whether the draft HoTs reflected the actual DCO application impacts on our clients' land. NR confirmed they did.

I challenged this and used as an example how the draft HoTs state NG needs 7 years within which to carry out enabling works whereas as the indicative construction programme in Chapter 4 of the ES states the enabling works would be completed within just one year, within 2027.

NR explained that Fisher German can talk to the practicalities of the works but that it was BCLP who had drafted the HoTs.

I explained that we had wanted to use the meeting to further the negotiation of the terms in the HoTs, which is why we had asked earlier for NG's lawyers to be at the meeting but they declined.

I asked NR that if BCLP drafted the words in the draft HoTs would it therefore be BCLP that we should be talking to. NR confirmed that was the case; NR said he would need to check terms of the draft HoTs with BCLP as it was BCLP who drafted the HoTs and that it was up to BCLP to check whether the draft HoTs reflected the impacts of the DCO application on our land.

NR explained that the draft HoTs were "personalised" to the extent that NG had inserted the clients' names, addresses, land details and title details. Other than that, the draft HoTs still contained the same generic terms.

I reinforced that our clients needed private agreement terms to consider that were bespoke to the impacts of the DCO application as made in relation to my clients' land. I made it clear that is what we meant by "bespoke". I further explained that now NG had made the DCO application, any private agreement needed to sit alongside that application to modify or disapply the impacts of that application and particularly in relation to the proposed CPO powers on our clients land, as agreed in any normal private way. That is how private agreements work in such situations. I explained that the generic template terms that are still contained in the current draft HoTs are from a pre-DCO application world that do not have our clients' specific land and the specific DCO impacts in mind, and that we are now in a post-DCO application world and the private agreement terms needed to move with it. I explained that NR himself confirmed that these draft HoTs were still generic, there is no way it can also be said to be specific to our clients' land which is one part of a much larger scheme affecting different types of land and land interest. I gave examples of the current draft HoTs not covering the period of construction of the DCO works at all on my clients land. I gave another example of the current draft HoTs not covering the points we have raised in our relevant representations (which we would have expected NG and its lawyers to have understood was imperative now that we were objecting in the formal DCO examination process).

NR agreed and confirmed that he would take this away to NG to say we needed new bespoke HoTs to consider, and that he needed to speak to BCLP.

I added that we would also need to speak to the other developers – UKPN, BT and other third parties in relation to their terms with Fisher German also in the room as them all to ensure consistency and all is tied up.

William Barton added another example where the current draft Heads of Terms did not pick up the concerns about the scheme communicated by him and SB during a meeting with NG.

William Barton also reinforced that we needed NG to understand the specific impacts of the DCO application on our clients land.

I reinforced that we need lawyers in the room for all parties to progress the private agreement negotiations fast. I also confirmed that Birketts will be issuing fresh revised terms to Fisher German, National Grid and BCLP and that we need BCLP in the meeting room at the next meeting.

I said that in parallel, Birketts would also contact Alan Guttridge of BCLP to request bespoke terms.

NR confirmed again that he cannot speak to the actual words used in the draft HoTs applicable to the DCO application because BCLP drafted those terms but that in his opinion, he thought the draft HoTs did reflect the DCO application.

I gave further examples of how the draft HoTs did not reflect the DCO application relating to the access proposals effectively stopping access to and through most of the farm and I stated these were all explained in detail in our submitted Principal Relevant Reps. I explained nowhere in the draft HoTs was this stated or dealt with.

NR explained that generic HoTs were sent at the end of July 2025 and that the version circulated on 6 November 2025 contained no changes other than they then contained the specific names and addresses and land title numbers of the addressees. He said in that sense the draft HoTs were “populated” and sent to SB on 31 October 2025 and re-sent William Barton on 3 December 2025. NR confirmed again that he was not able to talk us through the draft HoTs dated 31 October 2025 (the current draft) as he needed to speak to BCLP.

SB reiterated that he did not know the amount of detail that would be involved in terms of what works were being applied for over the land, until after he saw the DCO application. NR nodded and said he would also speak to UKPN about contacting us.

I asked NR to explain how NG and UKPN co-operated and worked together to put the DCO application together and yet they are not working together now when negotiating private agreements with land interests. NR explained that NG put together its design for the scheme in June 2022. NR explained there were numerous iterations of the NG design after which NG sent a more advanced version of the design of the scheme to UKPN and asked UKPN to comment on that design. NG also asked UKPN to provide a workable solution to achieve their undergrounding cable works. In that way, NR explained, NG and UKPN worked up the DCO application design. I reiterated that it was imperative that UKPN contacts us as soon as possible regarding their bespoke private agreement terms in relation to my clients’ land in the context of the submitted DCO application.

I also repeated that the DCO application is applying for CPO powers for the works in 127 ways affected our clients' interests, but there have been no prior talks about that with my clients. I asked NR to explain why that was. NR replied he did not know why.

I said to NR that the NG draft HoTs will not work if they do not interact with the terms UKPN will offer. That is why we need BCLP, Fisher German, UKPN, BT and the other third parties (with their respective lawyers) in the same room as us to negotiate one composite private agreement that they will all be party to, as it will be about the same DCO scheme affecting the same land and the same landowner. I said there was no sense to have separate private legal agreements with four plus different parties who are all implementing the same scheme on the same land owned by the same landowner. I explained that a more streamlined approach and only negotiating one private agreement will save time and legal costs for those developing the scheme, and upset and uncertainty for my clients and that it was worthwhile for NG to at least agree to that approach.

SB explained that to date the Godbolds have been voluntarily facilitative to NG entering their land to carry out surveys etc.

I requested a joint meeting as a start in January 2026 with both FG, NG and BCLP as a starter, to discuss the fresh terms that Birketts will circulate to them all next week. Then we can take it from there and also hope UKPN, BT and the other third parties will contact us soon in relation to their proposed private agreement terms. I also said that we need to move next to the drafting of the private agreement itself as far too much time has been spent on meaningless draft generic Heads of Terms.

**[post script – latest Schedule of Negotiations Tracker is wrong. NR verbally confirmed that the draft HoTs dated 31 October 2025 were still the generic HoTs but with just now the name of the clients, their land, and title numbers inserted. The Negotiations Tracker (October 2025 version) misleadingly states:**

***“National Grid issued template Heads of Terms to persons known to have a freehold interest in the land, and their appointed agents, in July 2025. National Grid issued populated Heads of Terms inclusive of the rights sought to persons known to have a freehold interest in the land, and their appointed agents, in August 2025.”***

**That is incorrect to describe the current draft HoTs as “populated”. ]**

***Compulsory purchase of Soil Bund***

NR accepted there was no need for CPO of the soil bund and accepted NG could give the soil bund to SB. [This removes the need to CPO the freehold title to the area indicated for the soil bund].

***Actions agreed:***

Birketts:

Circulate fresh revised terms next week

Circulate next week written fees estimates for clients' professional fees incurred in relation to negotiation of private agreement terms

The above will be sent by Birketts to FG, NG and BCLP.

NR (Fisher German LLP):

Confirm whether there will be a permanent bypass haul road on our clients' land.

Confirm whether it is possible to return the soil taken up to the owner and not have a soil bund and remove the CPO power for a permanent soil bund, and our alternative ownership proposals (I.e, only lease that area for us before they need to return the soil to us).

Confirm the DCO proposals to temporarily close parts of our accesses into and within the farm and public rights of way on our land.

Confirm the location of the pink outfall on our land

Joint soil management plan (NG and UKPN) bespoke to our land and the impacts of the DCO application on our land. By next meeting in January 2026.

Joint construction management plan (NG and UKPN) bespoke to our land and the impacts of the DCO application on our land. By next meeting in January 2026.

Joint construction traffic management plan (NG and UKPN) bespoke to our land and the impacts of the DCO application on our land. By next meeting in January 2026.

Confirm which parts of the DCO application relates to utilities works on our land

Expedite contact from UKPN, BT and other third parties to start negotiations on private agreement terms with us

  
**Birketts LLP**

**13 December 2025**