

Dear Sirs,

I write in my capacity as the founding Partner of Brooks Leney, land agents and chartered surveyors based in Suffolk. Brooks Leney act for a substantial number (100+) of affected landowners along the Norwich to Tilbury line. Our clients are directly impacted by the scheme, with pylons, underground cables and associated infrastructure proposed on their land, or indirectly impacted by construction activities occurring in close proximity to their homes and businesses.

Brooks Leney have engaged with National Grid and their agents, Fisher German, since the commencement of the scheme in August 2022. This experience enables us to comment authoritatively on the progress of negotiations with National Grid and their representatives, as well as on our significant concerns for the months and years ahead. We have also participated in numerous other major local infrastructure projects, including Sea Link, Lion Link, EA1/3, Five Estuaries, Northfalls, Tarcon and Anglian Water SPA. Additionally, we possess extensive experience of the National Grid Bramford–Twinstead scheme, where we have represented a considerable number of affected landowners for more than six years. As such, we have a well established understanding of how developers typically conduct themselves on large linear utility infrastructure projects.

Brooks Leney observed online the afternoon session of the hearing on 11 February and wish to provide the following formal comments in response to statements made by the Applicant/Developer.

Feedback

Over the past three years, Brooks Leney have held numerous meetings with clients and with Fisher German through various consultation phases, and have submitted a range of change requests to National Grid. Some requests were substantial—for example, proposals for rerouting sections of the line—while others were more modest, such as repositioning a pylon to a field boundary to minimise disruption to agricultural operations, or making minor realignments. Many clients have offered valuable local insight in an effort to engage positively and constructively in the process.

We were therefore surprised to hear the Applicant assert during the hearings that feedback had been provided to land agents in relation to change requests. This has not been our experience. While Fisher German have engaged with us and our clients, communication has not extended beyond this point. No direct explanations have been provided to our clients as to why their change requests have, or have not, been adopted. This absence of constructive two way dialogue has led many landowners to feel disengaged and, in some cases, severely affected in terms of their mental wellbeing. Such outcomes could have been avoided through the establishment of a genuine and transparent feedback process. Whilst most clients recognise the strategic importance of the project, they reasonably expect to be treated fairly and to receive substantive responses when asked to participate.

Furthermore, the Applicant's 5,000+ page consultation report fails to record many of the comments and submissions made by our clients—whether provided through meetings with Fisher German (where we were consistently assured comments would be relayed to National Grid) or submitted directly. We are able to supply numerous examples should further evidence be required.

Heads of Terms

With regard to the Heads of Terms issued—initially circulated in late Summer 2025—Brooks Leney provided formal written feedback in Autumn 2025. A meeting was eventually convened in mid January 2026 to review our proposed amendments with Fisher German. Although Fisher German were fully aware of our written comments, they informed us that they had not been instructed by National Grid to negotiate or discuss the Heads of Terms substantively and were operating solely in a “listening mode”. We continue to await confirmation as to whether the Applicant intends to adopt any of the amendments proposed, despite those proposals having been issued several months earlier.

We have now been advised that amended Heads of Terms will be issued to landowners within the next one to two weeks, with no opportunity for further negotiation. Landowners are therefore being presented with terms for a voluntary agreement that have not been subject to professional negotiation between the respective land agents and are instead being issued on a take it or leave it basis. In our view, this approach does not align with the requirements of the Act, which obliges the Developer to engage meaningfully and negotiate actively with landowners to establish voluntary terms. Consequently, we question whether the Applicant has demonstrated the necessary level of engagement to warrant the granting of compulsory acquisition powers for the scheme.

At present, and based on the latest available draft of the Heads of Terms, we cannot recommend that our clients enter into voluntary agreements. The Terms offer little advantage over reliance on statutory provisions should a consent order be granted. There are many shortcomings in the proposed Terms which don't adequately address practical and technical issues surrounding the project. We can provide further detail regarding the deficiencies of the voluntary Heads of Terms upon request. Based on our experience of previous National Grid projects, we have concerns that, even where voluntary Heads of Terms appear to be under negotiation, delays in document execution often lead to National Grid relying on statutory powers to secure possession. Some may interpret this pattern of behaviour as a deliberate attempt to avoid genuine voluntary agreement whilst ensuring that Development Consent Order powers are obtained.

Statutory Undertakers

Many clients are not only affected by the installation of new pylons and cables but also by the rerouting of existing infrastructure—particularly UKPN wires, pylons and poles—which must be buried or relocated to enable construction of the new line. As at the date of writing, we have received no engagement from UKPN or their agents. We understand that an agent has only recently been appointed, which is regrettably far too late in the process. This leaves landowners facing a period of uncertainty regarding both the treatment of existing infrastructure and the division of compensation and remedial responsibilities between UKPN and the Applicant. We have significant concerns about a model in which access, reinstatement and compensation are to be addressed separately by multiple statutory undertakers operating within what is, in practice, a single project.

Conclusion

In summary, it is our view that the Applicant has not engaged constructively with landowners, has not demonstrated sufficient effort in negotiating satisfactory voluntary agreements for the access and rights required, and that the approach to coordination with other statutory undertakers—most notably UKPN—will give rise to substantial and avoidable difficulties.

Yours faithfully,

CHRIS LENEY FAAV MRICS
For & on behalf of Brooks Lenev

| Partner & Rural Surveyor