Written Representation – Charles Micklem – Langleys Estate – [redacted]

I submit the following representation on behalf of the Langleys Estate regarding National Grid's use of Section 172 notices and its engagement with affected landowners.

Section 172 Notice – Intrusive Survey Licence

On 25 February 2026, I received a proposed intrusive survey licence relating to our land. Having reviewed the licence, I raised concerns regarding the level of compensation proposed for the boreholes. Fisher German requested evidence in support of my position, which I provided promptly. This included evidence demonstrating that artificial fertiliser is more expensive than organic manure and that the proposed compensation did not adequately reflect the impact on our farming operations.

Following submission of that evidence, I repeatedly sought a response. I made numerous telephone calls, sent further correspondence and raised the matter directly with National Grid representatives following the previous Compulsory Acquisition Hearing. Despite these repeated attempts, more than four months passed without my question being answered.

Instead, on 1 June 2026, Fisher German advised that a Section 172 notice had been prepared. National Grid confirmed this on 3 June 2026.

The Housing and Planning Act 2016 and the Government's guidance on compulsory purchase place significant emphasis on meaningful engagement with landowners and making genuine attempts to reach agreement before statutory powers are exercised. In my case, the only response to my outstanding query was that the matter remained under investigation. No substantive answer was provided despite repeated requests.

At no stage did I delay or obstruct the process. Whenever information was requested, I responded either the same day or the following day. In an attempt to resolve matters, I proposed that the boreholes be removed from the licence until my concerns had been addressed, confirming that I would then be prepared to sign the licence.

Initially, that proposal received no response. However, on the morning of the hearing on 24 June 2026, I received an email at 9:30 am stating:

"Regarding the borehole matter, my client would be willing to accept the return of a signed licence for all surveys as currently suggested, with the caveat that the borehole surveys will not be undertaken until either (A) we have a response from Anglian Water confirming our understanding that this is not a matter of concern, or (B) we have reached agreement between ourselves in written form."

This represented the first meaningful progress after more than four months. Following the Compulsory Acquisition Hearing, National Grid also confirmed that a revised licence would be issued removing the boreholes from both the licence and accompanying plans. As of 7 July 2026, that revised licence had still not been provided.

Despite those discussions remaining unresolved, I was served with a Section 172 notice on 30 June 2026. The accompanying letter was dated 22 June 2026, the day before the hearings commenced. The letter states that: "Unfortunately, National Grid has been unable to agree the terms for voluntary access.". This to me doesn’t follow government guidelines as they are not answering my question and have not taken all steps to get a volunetary agreement. I have asked National Grid to prove that the notice was served legally and I am waiting for their reply.

In my submission, that statement does not accurately reflect the circumstances. Agreement had not been reached because National Grid had not responded to a legitimate question that had remained outstanding for more than four months, despite repeated requests. It was not the result of any refusal by the Langleys Estate to engage.

For those reasons, I question whether the statutory preconditions for serving a Section 172 notice had been satisfied. I also request that National Grid demonstrate that the notice was lawfully served and complied with the relevant statutory requirements.

More broadly, this sequence of events gives the impression that where legitimate questions remain unanswered, statutory powers may nevertheless be relied upon instead of continuing meaningful engagement. I respectfully submit that this is inconsistent with the principles of fairness and negotiation that underpin Government guidance.

Section 172 Notice Served on My Tenants

My second concern relates to a separate Section 172 notice served on my tenants.

No notice was served on me as the landowner, despite National Grid's Land Rights Tracker correctly identifying me as the owner and despite both National Grid and Fisher German holding my correct correspondence address.

Furthermore, National Grid had not engaged with me regarding the proposed licence before serving notice on my tenants.

This was particularly significant because execution of the licence by the tenants would have placed them in breach of their obligations under their Agricultural Holdings Act tenancy.

On 9 June 2026, my agent specifically informed Fisher German of the ownership position. Following internal enquiries, Fisher German confirmed that it had nevertheless been instructed to proceed with service on the tenants.

After I challenged the notice, I was informed that it had been issued in error and would be withdrawn. However, written confirmation that the notice was "not deemed as validly served" was not provided until 24 June 2026 at 9:26 am, four days after I first raised the issue and four days after National Grid had verbally acknowledged that the notice was invalid.

Although National Grid accepted that the notice had been issued in error, site notices continued to remain displayed around the farm. If the notice had genuinely been withdrawn, it is difficult to understand why those notices remained in place.

This raises an important question. Had I not researched the relevant legislation and challenged the validity of the notice, would National Grid have continued to rely upon it? It appears that the notice was only withdrawn after its defects had been identified.

During the hearing, [redacted] stated:

"The recent Section 172 notice was issued in error, as you heard. No site notices or hand-delivered notices accompanied that."

That statement was incorrect. Site notices did accompany the notice.

During the hearing, I referred to the notice displayed on Chatham Hall Lane, which was subsequently removed. However, I did not refer to the second notice displayed on Scurvy Hall

Lane. As of 7 July 2026, that notice remained in place despite me bringing it to the attention of a National Grid representative on the following day.

National Grid responded by stating that it was "not seeking to rely on that notice as valid service". In my submission, that does not address the underlying issue. The concern is not whether National Grid now accepts that the notice was invalid. Rather, it is that a defective statutory notice was issued, accompanied by site notices, and inaccurate evidence concerning those notices was subsequently presented during the examination.

Conclusions

Taken together, these matters raise concerns regarding the use of Section 172 powers, the accuracy of National Grid's procedures and the adequacy of its engagement with affected landowners.

At the previous hearing, I highlighted a separate issue concerning a legal document relating to a compound that had been overlooked. In the two months since then, I have encountered the two further examples described above. In my submission, these examples indicate a failure to follow the Government's expectations regarding engagement with affected landowners before exercising statutory powers.

National Grid has repeatedly stated throughout the examination that it is engaging constructively with landowners. I respectfully invite the Examining Authority to consider whether the examples outlined above are consistent with that position.

In each case, legitimate questions remained unanswered, reasonable concerns were not addressed, and statutory powers were either threatened or exercised before those matters had been resolved.

My concern extends beyond the events that have already occurred. If these are the experiences of affected landowners before development consent has been granted, there is a legitimate concern that the imbalance of power will increase further if the Order is made.

I therefore respectfully request that the Examining Authority carefully considers whether National Grid's conduct towards affected landowners reflects the standards of fairness, engagement and negotiation expected by Government policy and guidance when exercising statutory powers.

Written Representation from Open Floor Hearing

I submit this representation on behalf of Alexander Micklem and the Langleys Estate.

At the outset, I wish to thank the Examining Authority for taking the time to visit Langleys and view first-hand the likely impact of the proposed development on the Estate. I also hope that the drone photographs submitted at Deadline 5 assisted in illustrating those impacts. Those photographs were taken from the location of Tower Base (TB) 140 at an altitude of approximately 52 metres. Since those photographs were submitted, National Grid has confirmed that the proposed pylons at this location will be 56.8 metres in height, demonstrating that the visual impact will be even greater than originally illustrated.

Objection to the Proposed Pylons

The Langleys Estate objects to the proposed lattice pylons and considers that further consideration should be given to alternative solutions.

According to National Grid's published information, T-pylons are approximately 35 metres high, significantly lower than the 40-metre and 50-metre lattice pylons proposed for this section of the route. In addition, lattice pylons require substantially larger foundations, using approximately 1.5 times more concrete and occupying around three times the land area of T-pylons.

In light of these apparent environmental and visual advantages, I respectfully request that the Applicant explains why T-pylons have not been adopted for this section of the route.

National Grid's Responses to Written Questions

I also wish to draw the Examining Authority's attention to National Grid's responses contained within Document 8.4.12.

Several responses state:

"An email was sent to the landowner on 3 June 2026 with the Applicant's position on a number of the queries raised on 1 June 2026."

This statement does not accurately reflect what occurred.

Following our meeting on 1 June 2026, our agent circulated eleven agreed action points to both National Grid and Fisher German. The email of 3 June addressed only two of those eleven points. The remaining matters received no substantive response.

Throughout this examination National Grid has maintained that it is engaging constructively with affected landowners. However, our experience has been markedly different. Despite numerous meetings and repeated correspondence, we are frequently required to chase responses and often wait several months before receiving any meaningful reply.

Since the previous hearings, National Grid has met with us on three separate occasions. Nevertheless, many agreed actions remain outstanding and little meaningful progress has been made.

The outstanding matters include:

1. Arranging a meeting with the landscape team.
2. Providing a plan showing whether TB143 could be moved further from Balls Farmhouse.
3. Explaining the proposed works within the badger mitigation area.
4. Providing further information regarding the bellmouth stacking area on Larks Lane.
5. Confirming the maintenance obligations for replacement trees, including whether the maintenance period recommences following replanting.
6. Confirming whether any land management restrictions will apply beneath pylon bases, particularly where those areas contribute towards Biodiversity Net Gain.
7. Confirming whether permanent access tracks could remain where planning permission is subsequently obtained.

8. Clarifying whether the Option and Easement can include a provision relinquishing rights over future access routes if an alternative route is agreed.
9. Providing a large-scale plan showing the entire Estate together with title boundaries and all proposed pylons.

These matters remain outstanding.

Section 172 Notices

The same email dated 3 June 2026 advised that Section 172 notices would be served by the end of that week or early during the week commencing 8 June 2026.

At that stage no notices had been received.

I address the subsequent service of Section 172 notices in a separate written representation, as I consider those matters to raise wider concerns regarding National Grid's use of statutory powers and its engagement with landowners.

Heads of Terms

National Grid's response at page 137 of Document 8.4.12 states that Heads of Terms were discussed at the meeting held on 24 February 2026.

That statement is incorrect.

Heads of Terms could not have been discussed because Version 2 had not yet been produced. The revised Heads of Terms were not issued until 2 April 2026.

Furthermore, I raised at the previous hearings that the Heads of Terms had been prepared in the wrong ownership. I repeated this issue during our meeting on 1 June and again by email on 24 June.

Despite these repeated requests, corrected documentation has still not been provided.

It would therefore be incorrect to suggest that any delay in completing the Heads of Terms lies with the Estate. We remain unable to review and consider documents that have not yet been prepared correctly.

Alternative Route and Heritage Assessment

National Grid responded to my request regarding the alternative route by referring me to Section 5.15 of the Design Development Report, specifically paragraph 9.2.4.

However, that section does not discuss the alternative route. Instead, it concerns the selection of high and low-height pylons together with undergrounding options.

Similarly, at our meeting on 1 June, National Grid stated that Historic England had requested the use of low-height pylons north of the River Chelmer.

When asked to provide evidence supporting that assertion, the documentation subsequently supplied merely records Historic England agreeing with National Grid's proposal. It does not demonstrate that Historic England specifically requested the use of low-height pylons.

National Grid has stated that four low-height pylons are proposed because of heritage considerations.

My family created and designed this historic parkland. Nevertheless, our views regarding the preservation of that landscape appear to have been given little weight. Instead, National Grid is determining how the landscape should evolve, despite not being responsible for living with the long-term consequences.

Assessment of Langleys

National Grid states within Document 8.5.7 that it undertook a desktop assessment of Langleys.

I respectfully request that both the Examining Authority and I are provided with a copy of that assessment.

Langleys has remained a private family residence since it was rebuilt by my family in 1720 and has never been open to the public.

It would therefore be helpful to understand what information National Grid relied upon when carrying out its assessment and how the accuracy of that information was verified, particularly given that neither National Grid nor Historic England has ever contacted us directly regarding the property.

Impact on Farming Businesses and Mental Wellbeing

The farming industry already faces significant mental health challenges.

Government statistics indicate that approximately 45% of farmers report poor mental wellbeing, while official figures recorded 102 suicides among those working in agriculture during 2019.

Projects of this nature inevitably create uncertainty for farming businesses. Along this route, many farmers feel they are steadily losing control over both their land and their livelihoods.

Farmers are expected to enter into agreements described as voluntary, yet in practice many feel that the imbalance of bargaining power makes those agreements far from voluntary.

They are faced with fundamental questions that remain unanswered, including how farming operations will continue during construction, how businesses will function afterwards and what permanent effects the infrastructure will have on agricultural productivity.

Our own experience demonstrates these concerns. A sewer installed across our farm during the 1960s continues to reduce crop yields today. Farmers therefore have genuine reasons to question the long-term effects that this project may have on soil quality and agricultural production.

The impacts are not solely physical. The uncertainty, continual negotiations and prolonged delays create significant stress for farming families.

Throughout the DCO process I have personally spent approximately three weeks dealing with matters arising from this application during this year alone. That is time which could otherwise have been devoted to restoring hedgerows, planting woodland, maintaining ponds and undertaking environmental improvements that directly benefit the countryside.

Outstanding Actions from the Meeting of 25 February 2026

Several action points agreed at the meeting on 25 February 2026 also remain outstanding:

1. Confirmation of farming constraints on neighbouring land, including notification requirements when spraying adjacent to construction areas.
2. Clarification of the proposed timetable for footpath diversions.
3. Further information regarding the badger mitigation area and whether flexibility exists regarding its location.
4. Provision of detailed specifications for the proposed Sustainable Drainage Systems (SuDS).
5. Confirmation whether sewage sludge or organic manure may be spread within 50 metres of boreholes.

These outstanding actions have been repeatedly pursued by email with both Fisher German and National Grid. In addition, I personally handed National Grid a paper copy of these requests on 23 June 2026.

As of 7 July 2026, no substantive responses had been received.

In my submission, the continuing failure to address these agreed action points is inconsistent with National Grid's repeated assertion that it is engaging positively and constructively with affected landowners throughout the examination process.

Other Matters

Cricket Bat Willow

National Grid has confirmed that it is reviewing the evidence I submitted regarding the cricket bat willow plantations and the impact that the proposed pylons would have on views from Langleys.

I am concerned that National Grid's response may not be available before this submission deadline. If that is the case, I will have no opportunity to review or verify the accuracy of its assessment before the close of this stage of the examination. I therefore respectfully request that, if National Grid submits further evidence on this matter after this deadline, I am given an opportunity to respond.

National Grid Masterplans (Document REP5-199)

National Grid has produced the Masterplans without any meaningful engagement with the affected landowners. In my view, this has resulted in a number of fundamental inaccuracies and impractical proposals. I comment below on Appendix F.

Hedgerow Planting

The Masterplan identifies opportunities for approximately 600 metres of new hedgerow planting along Chatham Hall Lane, or approximately 1,200 metres if both sides of the road are included.

This does not reflect the existing situation. In reality, only around 50 metres on one side of Chatham Hall Lane currently lacks an established hedgerow, representing approximately 4% of the length identified by National Grid. The Masterplan therefore significantly overstates the opportunities for new planting and presents a misleading impression of the landscape.

Some replacement hedgerow planting will inevitably be required following construction. However, this will largely be necessary because National Grid proposes to remove existing hedgerows to facilitate its own works. Reinstating vegetation that has been removed for construction purposes should not, in my view, be presented as an environmental enhancement.

The Masterplan also proposes a new hedgerow running across one of my agricultural fields. I cannot understand the justification for this proposal. National Grid already proposes to divide the field with overhead line infrastructure. Introducing an additional hedgerow across the field would create further fragmentation, reduce operational efficiency and make agricultural management significantly more difficult. It is neither a practical nor an acceptable proposal.

Watercourse Enhancements

The Masterplan identifies areas for watercourse enhancement but provides no explanation of what these works would involve.

The area identified includes one of the Estate's principal cricket bat willow plantations, which is currently one of our most valuable and productive crops.

If the proposed enhancements would restrict or prevent the continued cultivation of cricket bat willow, they would result in a significant financial loss to the business. Without detailed information regarding the nature of the proposed works and their long-term implications, it is impossible to assess their impact or support the proposal.

Need for Meaningful Landowner Engagement

These proposals demonstrate why meaningful engagement with landowners is essential before landscape enhancement plans are developed.

The Estate has been managed by my family for generations, and we have a detailed understanding of how the land functions in practice. While discussions with the local planning authority are clearly important, they cannot replace consultation with those who actively manage the land on a daily basis.

If National Grid genuinely wishes to deliver lasting environmental enhancements through appropriate tree planting, hedgerow creation or habitat improvements, I would welcome the opportunity to work collaboratively to identify measures that benefit both the project and the Estate.

However, that process should begin with meaningful consultation. Developing proposals without first understanding how the land is managed risks producing plans that are impractical, unworkable and ultimately unacceptable to the landowner.

Landscape Visualisations

National Grid has recently published updated landscape visualisations. In my submission, these images provide limited assistance in assessing the true visual impact of the proposed development.

The visualisations continue to show the low-height pylons but provide very little surrounding context. They contain no meaningful backdrop, such as mature trees, woodland or existing landscape features, against which the height and scale of the pylons can be judged. As a result, it is extremely difficult to appreciate their true visual impact.

In addition, several plans submitted at Deadline 5 appear to show a mixture of standard-height and low-height pylons. This has created considerable confusion regarding the infrastructure that is actually proposed at individual locations.

That confusion has been compounded by correspondence issued by National Grid after 10 June 2026 which referred to incorrect pylon heights.

Given that pylon height is a fundamental consideration in assessing both landscape and heritage impacts, it is essential that all plans, visualisations and correspondence consistently reflect the proposal that is actually before the Examining Authority. The current inconsistencies make it unnecessarily difficult for affected landowners and the Examining Authority to understand precisely what is proposed.

Following the Compulsory Acquisition Hearing, I have attached a copy of the Heads of Terms for the planners to review. Unfortunately, these Heads of Terms are incorrect.

Despite informing National Grid at the Compulsory Acquisition Hearing of the correct land ownership structure, discussing the issue again at two subsequent meetings, and providing annotated maps by email, National Grid has still been unable to amend the Heads of Terms to reflect the correct ownership.

Date: 2nd April 2026
Our Reference: NG/FG/N-T/6898

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SS6 9QG

Our Reference: NG/FG/N-T/6898

IMPORTANT – THIS COMMUNICATION AFFECTS YOUR PROPERTY

Dear [redacted]

National Grid – Norwich to Tilbury Project

Revised Offer of Terms: Without Prejudice and Subject to Contract

As you are aware, National Grid Electricity Transmission Plc (NGET) has consulted 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 submitted an application for a Development Consent Order (DCO) for the Norwich to Tilbury Project in August 2025, which was accepted by the Examining Authority in September 2025. The notification of preliminary meeting 'Rule 6 letter' was issued on 13th January 2026. The Preliminary Hearing took place on Tuesday 10th February 2026. Further information on this process can be found here;

https://national-infrastructure-consenting.planninginspectorate.gov.uk/projects/EN020027

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.

We are now writing to you further to previous correspondence you will have received from NGET detailing the Offer of Terms, with an updated offer to reflect the updates and changes that have been

[redacted]

made to the terms offered as a direct result of feedback provided to date, from landowners and their representatives, since the original offer was first issued.

This letter and its enclosures constitutes NGET's updated 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 Option Agreement; and
- NGET will make payment for the land rights detailed in the Key Terms.

Please note that the Project will be applying the Incentive Payment structure referred to in the above Payment Schedule with the period relating to agreement and signature of the heads of terms commencing 14 days from the date of this letter. This Process is set out below for clarity;

Incentive Payments for Permanent Overhead Line (OHL) , Underground Cable Easement (UGC) Rights and Freehold Purchase Only

An incentive payment of 20% of the consideration payable to the Grantor under the Option Agreement for purchases, permanent OHL and UGC rights is payable in the following circumstances:

Where the agreed 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 (as extended by the 14 days period referred to above); and

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.

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

[redacted]

relevant land rights document(s) to your appointed solicitor.

We would also like to take this opportunity to update you on several practical matters relating to your landholding that we are progressing in parallel with the ongoing engagement with affected parties;

- Agricultural Land Drainage – through National Grids delivery partners the Great Grid Partnership (GGP) we will shortly be seeking to engage further with affected parties regarding drainage requirements, to support the ongoing pre and post construction drainage design.
- Soil Handling and Management – the Project will be producing a soil management and handling plan to ensure best practice throughout the construction and re-instatement phase, this will include proposals on soil stabilisation techniques that may potentially be utiliised on the construction haul road.
- Accommodation Works and Engagement - as part of our ongoing engagement, the Fisher German lands team will actively seek to collaborate with you and your appointed agents to agree on appropriate mitigation measures and address practical matters that may affect your property. This engagement is intended to proactively manage potential construction impacts on your holding and ensure that all relevant concerns are recorded in the project Commitments Register. These discussions will help inform the project's approach to managing construction impacts and support your continued agricultural operations.

Key topics for discussion will include, but are not limited to:

- Fencing requirements to safeguard your land during construction activities
- Identification and management of crossing points for access and movement
- Management of severed land to minimize disruption and maintain operational continuity
- Mitigation works to support ongoing agricultural activities throughout the project

- UK Power Networks UKPN – whilst third party statutory undertakers works do not affect all land holdings, National Grid recognises that in some cases works are required to be carried out by UKPN to facilitate the Norwich to Tilbury Project. As such we are engaging with UKPN directly to ensure that there is a coordinated approach to works on affected landholdings. Both National Grid and UKPN will seek to engage directly with you on these requirements. We have updated the relevant maps to include additional details about the utility work connected to the Norwich to Tilbury Project. These revisions are intended to help landowners gain a clearer understanding of what is occurring on their property and to provide you, as an affected party, with greater transparency regarding these activities.
- Private Utilities: Request for Information (RFI) – as National Grids delivery partner the GGP are undertaking engagement to identify private utility networks that are on certain land holdings, such as water pipes and private cables. We will be writing to you with a request for information on these assets as they relate to land within your ownership.

Notwithstanding the information that has been provided in this letter and its enclosures, we recognise that in some cases, as part of the statutory process pertaining to the Examination of the Norwich to Tilbury DCO submission mentioned above, some landowners will have made Relevant Representations to the Examining Authority. As part of our ongoing commitment to engage with you on voluntary terms we would also welcome the opportunity to discuss any land related representation made by yourself with you and / or your appointed land agent as appropriate.

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.

We look forward to being in contact with you shortly.

Yours sincerely,

[redacted]

Date: 2nd April 2026
Our Reference: NG/FG/N-T/6898

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.

[redacted]

NORWICH TO TILBURY

HEADS OF TERMS

Option Agreement to Grant an Easement for National Grid Electricity Transmission to acquire rights and take a lease.

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.	**The Project**	Norwich to Tilbury Proposal to build a new 400 kilovolt (kV) electricity transmission connection for approximately 180 kilometres from the Norwich Main substation via Bramford substation, a new East Anglia Connection Node (EACN) Substation and a new Tilbury North Substation.
2.	**Grantor (Landowner)**	Alexander David Robert Micklem of c/o Whirledge and Nott, The Black Barn, Lubards Farm, Hullbridge Road, Rayleigh, SS6 9QG
3.	**Grantee**	National Grid Electricity Transmission PLC (company number **02366977**), 1-3 Strand, London WC2N 5EH ("**National Grid**")
4.	**Grantor's Agent**	Grace Gardiner of Whirledge & Nott, The Black Barn, Lubards Farm, Hullbridge Road, Rayleigh, Essex SS6 9QG
5.	**Grantor's Solicitor**	Please confirm your appointed solicitor's name, firm, and contact details
6.	**Grantee's Agent**	Fisher German LLP, Norwich to Tilbury Lands Team, The Atrium Risby Business Park, Risby, Bury St Edmunds, Suffolk IP28 6RD
7.	**Grantee's Solicitor**	Bryan Cave Leighton Paisner, Governors House, 5 Laurence Pountney Hill, London EC4R 0BR
8.	**Plans**	The plans attached to these Heads of Terms reference HoT2_F_EX838417 & HoT2_F_EX838448 & HoT2_F_UNREG1709 & HoT2_F_UNREG1718.
9.	**Grantor's Land**	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) EX838417 & EX838448 & UNREG1709 & UNREG1718.
10.	**Option Area**	The area of land over which the Grantee will have an Option is shown edged red on the attached Plan(s).

11.	**Option Period**	7 years from the date of exchange of the Option Agreement within which to serve the Construction Notice.
12.	**Other Interests**	It is for the Grantor to use best endeavours 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. By way of exception and in the Grantee's discretion it may assist with and/or obtain the relevant third party consent.
13.	**New Interests**	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). *PROVIDED THAT the Grantor shall be permitted to grant the following agreements/licences without having to obtain a Deed of Covenant from the relevant beneficiary PROVIDED THAT these are granted subject to the rights granted to the Grantee in the Option Agreement and the obligation of the Grantor to give vacant possession to the Grantee:* *(a) grazing agreement;* *(b) shooting licence;* *(c) fishing licence;* *(d) metal detecting licence; and/or* *(e) annual cropping licence.*
14.	**Restrictions within Option Area**	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 or other specified activities within the Option Area without the consent of the Grantee.
15.	**Pre-Entry & Survey Works**	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 construction works.
16.	**Ancillary Rights for Utilities**	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. It would be expected that the Grantor's costs would be recovered from the other utility companies/statutory undertakers in this instance. Disturbance and additional fees would be heads of claim brought against the other utility companies/statutory undertakers and subject to any right of the Grantor to recover its costs from the relevant utility, the Grantee shall pay the Grantor's reasonable costs of entering into such agreements. Utility undertakers will be responsible for their own re-instatement and compensation commitments.
17.	**Planning**	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.
18.	**Grantor's Agents Fees**	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 commitment of £2,500 plus irrecoverable VAT. 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.
19.	**Grantor's Solicitors Fees**	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). This is to be taken as an initial position with National Grid agreeing to act reasonably in this regard.
20.	**Alienation**	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.
21.	**Claim Settlement (Injurious Affection Claims)**	The Option Agreement will contain provisions allowing the Grantor to bring an injurious affection claim as if the relevant land right(s) had been acquired pursuant to the DCO.
22.	**Insurance & Indemnity**	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.

		The Grantee shall keep and maintain public liability insurance of a minimum amount of £10,000,000 for each and every claim.
23.	**Dispute Resolution**	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).
24.	Grantor's Obligations re title and VAT	The Grantor shall deduce title to the Option Area and the Grantor's Land. 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).
25.	Treasure and Historical Finds	Subject to the provisions of the Ancient Monuments and Archaeological Areas Act 1979 and the Treasure Act 1996, the Grantee will treat any treasure or archaeological artifacts or other articles of value found on the Grantor's Land as belonging to the Grantor.
26.	Contamination arising from the exercise of construction rights in the Option Agreement	The Grantee will have no responsibility for any pre-existing contamination affecting the Option Area but will be liable for any contamination brought onto or existing contamination released onto the Option Area or Grantor's Property due to the Grantee's actions.

III. OVERHEAD LINE

1.	**Option Agreement/Deed of Grant**	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**"). The Option Agreement will provide that the Grantee can call for a Deed of Grant within the OHL Option Area. 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. 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. 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.
2.	**OHL Option Area**	Shown shaded pink on the Option Agreement Plan(s).
3.	**Rights in the Deed of Easement**	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.	**Temporary Rights for cable Installation / Construction Works**	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. Entry onto the OHL Option Area shall be after 14 days' written notice (the "Construction Notice") and after the Entry Payment has been made.
5.	**Reinstatement**	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.	**Land Drainage**	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.

		[The Grantee shall pay to the Grantor the Grantor's drainage contractor reasonable and proper costs actually incurred in relation to providing comment and support with regards to the drainage advice in connection with the works carried out by the project subject to a cap of £1,000 plus irrecoverable VAT].
7.	**Construction Best Practice for OHL**	All Project works will be carried out in adherence to National Grid's Construction Best Practice for Overhead Line Installation.
8.	**Anticipated OHL**	Anticipated OHL is shown in the Payment Schedule, located within the OHL Option Area and shown on the Option Agreement Plan(s).
9.	**Final OHL**	To be determined once the OHL has been installed and shown on a plan to be attached to the final Deed of Grant.
10.	**Easement Term**	In perpetuity.
11.	**OHL**	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.	**Consideration**	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: (a) 25% of the Agreed Value on exchange of the Option Agreement ("the **Option Payment**"); (b) 50% of the Agreed Value on service of the Construction Notice ("the **Construction Notice Entry Payment**"); (c) 25% of the Agreed Value on completion of the Deed of Grant ("the **Balancing Payment**"). 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.
13.	**Completion**	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.	**Incentive Payment**	**Incentive Payments for Permanent Rights** 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:

		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 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.

Reference: NG/FG/N-T/6898

Date of issue: 2nd April 2026

PAYMENT SCHEDULE

Asset/Land/Rights	Number/Length/Area	Rate	Total
New Tower - Arable Land	7	£8,000	£56,000.00
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/Am	£750	N/A
New Oversail: 0-49m	N/Am	£500	N/A
Incentive Payment based on 20% of total of above payment(s)			
Total			£56,000.00
Initial Payment 25% payable on exchange of Option Agreement to Grant an Easement			£14,000.00
Entry Payment 50% payable on taking entry onto land for construction under Option Agreement to Grant an Easement			£28,000.00
Easement Completion Payment 25% payable on completion of Easement following construction together with any other payment already agreed (“the Balancing Payment”).			£14,000.00

IV. TEMPORARY COMPOUND AND WORKS LEASE

1.	**Option for Temporary Works Compound(s)**	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(s) shown hatched orange (the "**Lease Demise Area**") for the purposes of a Temporary Compound and Works Area. The Grantee may exercise the option at any time during the Option Period by serving a Construction Notice on the Grantor. Completion of the lease of the whole or part of the Temporary Compound and 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 and Works Lease Option Area to carry out all works associated with a Temporary Compound and 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. 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. The rent payable under the Lease will be £2.00 per square metre/annum, payable from the date of completion of the Lease. The term of the Lease will be for 5 years. The Lease will be excluded from the security of tenure provisions of the Landlord and Tenant Act 1954. 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.
2.	**Option Fee**	10% of the consideration payable on completion of the Option Agreement as detailed in the Payments Schedule or a minimum payment of £1,000 whichever is the greater. This payment is non-refundable but is deductible upon exercise of the Option.
3.	**Topsoil**	The Tenant may remove topsoil and lay a suitable ground stabilisation, compound surface or similar on the demised land. Any soil removed will be stored and maintained for re-use in connection with restoration.
4.	**Buildings**	The Grantee shall not construct any permanent buildings.
5.	**Reinstatement**	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.

6.	**Rent**	Paid in full in advance from the date of completion of the lease.

Reference: NG/FG/N-T/6898

Date of issue: 2nd April 2026

PAYMENT SCHEDULE

Area (square metres)	Rate per square metre	Full Payment £
25985	[redacted]	

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V. PERMANENT ACCESS EASEMENT

1.	**Option Agreement/Deed of Grant**	The Grantor and The Grantee will enter into an Option Agreement to acquire a permanent Deed of Grant relating to access ways and ancillary apparatus. The Option Agreement will provide that the Grantee can call for a Deed of Grant within the Access Option Area. The Option Agreement will contain rights to lay, install and construct the access ways and ancillary apparatus anywhere within the Access Option Area and rights over the Grantor's Land set out in these heads of terms. During and after construction of 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. 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. Where the Deed of Grant is in perpetuity completion of the Deed of Grant will take place once the access ways and the ancillary apparatus has been installed and the as-built plans showing the route of the access ways are available ("**Final Easement Area**").
2.	**Access Option Area**	Shown shaded brown on the Option Agreement Plan(s).
3.	**Rights in the Deed of Easement**	The Deed of Easement will contain rights to use, maintain, replace the 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 access ways.
4.	**Temporary Rights for access ways Installation / Construction Works**	The Grantee requires entry onto the Access 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 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. Entry onto the Access Option Area shall be after 14 days written notice (the "**Construction Notice**") and after the Entry Payment has been made.
5.	**Reinstatement**	Following completion of the installation of the access ways and all associated apparatus, the Grantee will reinstate the Access 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.
6.	**Land Drainage**	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. [The Grantee shall pay to the Grantor the Grantor's drainage contractor reasonable and proper costs actually incurred in relation to providing comment and review with regards to the drainage advice in connection with the works carried out by the project subject to a cap of £1,000 plus irrecoverable VAT].
7.	**Anticipated Easement Area**	Anticipated Easement Area shown in the Payment Schedule located within the Access Option Area and shown brown on the Option Agreement Plan(s).
8.	**Final Easement Area**	The area of the as laid position of the easement, to be determined once the access ways have been installed and shown on a plan to be attached to the final Deed of Grant.
9.	**Easement Term**	In perpetuity
10.	**Consideration**	The consideration is detailed in the Payments Schedule and will be paid in the following tranches: (a) 25% of the Agreed Value on exchange of the Option Agreement ("the **Option Payment**"); (b) 50% of the Agreed Value on service of the Construction Notice ("the **Construction Notice Entry Payment**"); (c) 25% of the Agreed Value on completion of the Deed of Grant ("the **Balancing Payment**"). 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.
11.	**Completion**	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.

Reference: NG/FG/N-T/6898
Date of issue: 2nd April 2026

PAYMENT SCHEDULE

Easement Calculation	Total
Total Easement Consideration **£1,000 per tower accessed OR £1,000 per UGC access** **TOTAL PAYMENT** [redacted]	[redacted]
Initial Payment 25% payable on exchange of Option Agreement to Grant an Easement	[redacted]
Entry Payment 50% payable on taking entry onto land for construction under Option Agreement to Grant an Easement	[redacted]
Easement Completion Payment 25% payable on completion of Easement following construction together with any other payment already agreed ("the Balancing Payment").	[redacted]

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).

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VII. TEMPORARY ACCESS EASEMENT

1.	**Option Agreement/Deed of Grant**	The Grantor and The Grantee will enter into an Option Agreement to acquire a temporary Deed of Grant relating to access ways and ancillary apparatus. The Option Agreement will provide that the Grantee can call for a Deed of Grant within the Access Option Area. The Option Agreement will contain rights to lay, install and construct the access ways and ancillary apparatus anywhere within the Access Option Area and rights over the Grantor's Land set out in these heads of terms. During and after construction of 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. 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. Where the Deed of Grant is in perpetuity completion of the Deed of Grant will take place once the access ways and the ancillary apparatus has been installed and the as-built plans showing the route of the access ways are available ("**Final Easement Area**").
2.	**Access Option Area**	Shown shaded magenta on the Option Agreement Plan(s).
3.	**Rights in the Deed of Easement**	The Deed of Easement will contain rights to use, maintain, replace the 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 access ways.
4.	**Temporary Rights for access ways Installation / Construction Works**	The Grantee requires entry onto the Access 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 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. Entry onto the Access Option Area shall be after 14 days written notice (the "**Construction Notice**") and after the Entry Payment has been made.
5.	**Reinstatement**	Following completion of the installation of the access ways and all associated apparatus, the Grantee will reinstate the Access 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.
6.	**Land Drainage**	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. [The Grantee shall pay to the Grantor the Grantor’s drainage contractor reasonable and proper costs actually incurred in relation to providing comment and review with regards to the drainage advice in connection with the works carried out by the project subject to a cap of £1,000 plus irrecoverable VAT].
7.	**Anticipated Easement Area**	Anticipated Easement Area shown in the Payment Schedule located within the Access Option Area and shown shaded magenta on the Option Agreement Plan(s).
8.	**Final Easement Area**	The area of the as laid position of the easement, to be determined once the access ways have been installed and shown on a plan to be attached to the final Deed of Grant.
9.	**Easement Term**	5 Years
10	**Consideration**	The consideration is detailed in the Payments Schedule and will be paid in the following tranches: (a) 25% of the Agreed Value on exchange of the Option Agreement (“the **Option Payment**”); (b) 75% of the Agreed Value on service of the Construction Notice (“the **Construction Notice Entry Payment**”). 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.
11	**Completion**	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.

Reference: NG/FG/N-T/6898
Date of issue: 2nd April 2026

PAYMENT SCHEDULE

Easement Calculation	Total
Total Easement Consideration **£1.50 per square metre / annum.** **TOTAL PAYMENT FOR FIVE YEAR**[redacted]	[redacted]
Initial Payment 25% payable on exchange of Option Agreement to Grant an Easement	[redacted]
Entry Payment 75% payable on taking entry onto land for construction under Option Agreement to Grant an Easement	[redacted]

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).

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VIII. TEMPORARY DRAINAGE EASEMENT

1.	**Option Agreement/Deed of Grant**	The Grantor and The Grantee will enter into an Option Agreement to acquire a temporary Deed of Grant relating to drainage systems and ancillary apparatus. The Option Agreement will provide that the Grantee can call for a Deed of Grant within the Drainage Option Area. The Option Agreement will contain rights to lay, install and construct the drainage systems and ancillary apparatus anywhere within the Drainage Option Area and rights over the Grantor's Land set out in these heads of terms. During and after construction of drainage systems, 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. 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. Where the Deed of Grant is in perpetuity completion of the Deed of Grant will take place once the drainage systems and the ancillary apparatus has been installed and the as-built plans showing the route of the drainage systems are available ("**Final Easement Area**").
2.	**Drainage Option Area**	Shown hatched green on the Option Agreement Plan(s).
3.	**Rights in the Deed of Easement**	The Deed of Easement will contain rights to use, maintain, replace the drainage systems 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.
4.	**Temporary Rights for drainage systems Installation / Construction Works**	The Grantee requires entry onto the 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 including without limitation ancillary works of excavation, creation of temporary access roads, resurfacing, protecting, testing and drainage works including any de-watering works. Entry onto the Drainage Option Area shall be after 14 days written notice (the "**Construction Notice**") and after the Entry Payment has been made.
5.	**Reinstatement**	Following completion of the installation of the drainage systems and all associated apparatus, the Grantee will reinstate the 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 schedule of condition will be provided to the Grantor (and the Grantor's Agent) before commencement of construction.
6.	**Land Drainage**	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. [The Grantee shall pay to the Grantor the Grantor's drainage contractor reasonable and proper costs actually incurred in relation to providing comment and support with regards to the drainage advice in connection with the works carried out by the project subject to a cap of £1,000 plus irrecoverable VAT].
7.	**Anticipated Easement Area**	Anticipated Easement Area shown in the Payment Schedule located within the Drainage Option Area and shown hatched green on the Option Agreement Plan(s).
8.	**Final Easement Area**	The area of the as laid position of the easement, to be determined once the drainage works have been installed and shown on a plan to be attached to the final Deed of Grant.
9.	**Easement Term**	5 Years
10.	**Consideration**	The consideration is detailed in the Payments Schedule and will be paid in the following tranches: (a) 25% of the Agreed Value on exchange of the Option Agreement ("the **Option Payment**"); (b) 75% of the Agreed Value on service of the Construction Notice ("the **Construction Notice Entry Payment**"); 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.
11.	**Completion**	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.

Reference: NG/FG/N-T/6898
Date of issue: 2nd April 2026

PAYMENT SCHEDULE

Easement Calculation	Total
Total Easement Consideration **£1.50 per square metre / annum.** **TOTAL PAYMENT FOR 5 YEARS**	[redacted]
Initial Payment 25% payable on exchange of Option Agreement to Grant an Easement	
Entry Payment 75% payable on taking entry onto land for construction under Option Agreement to Grant an Easement	

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).

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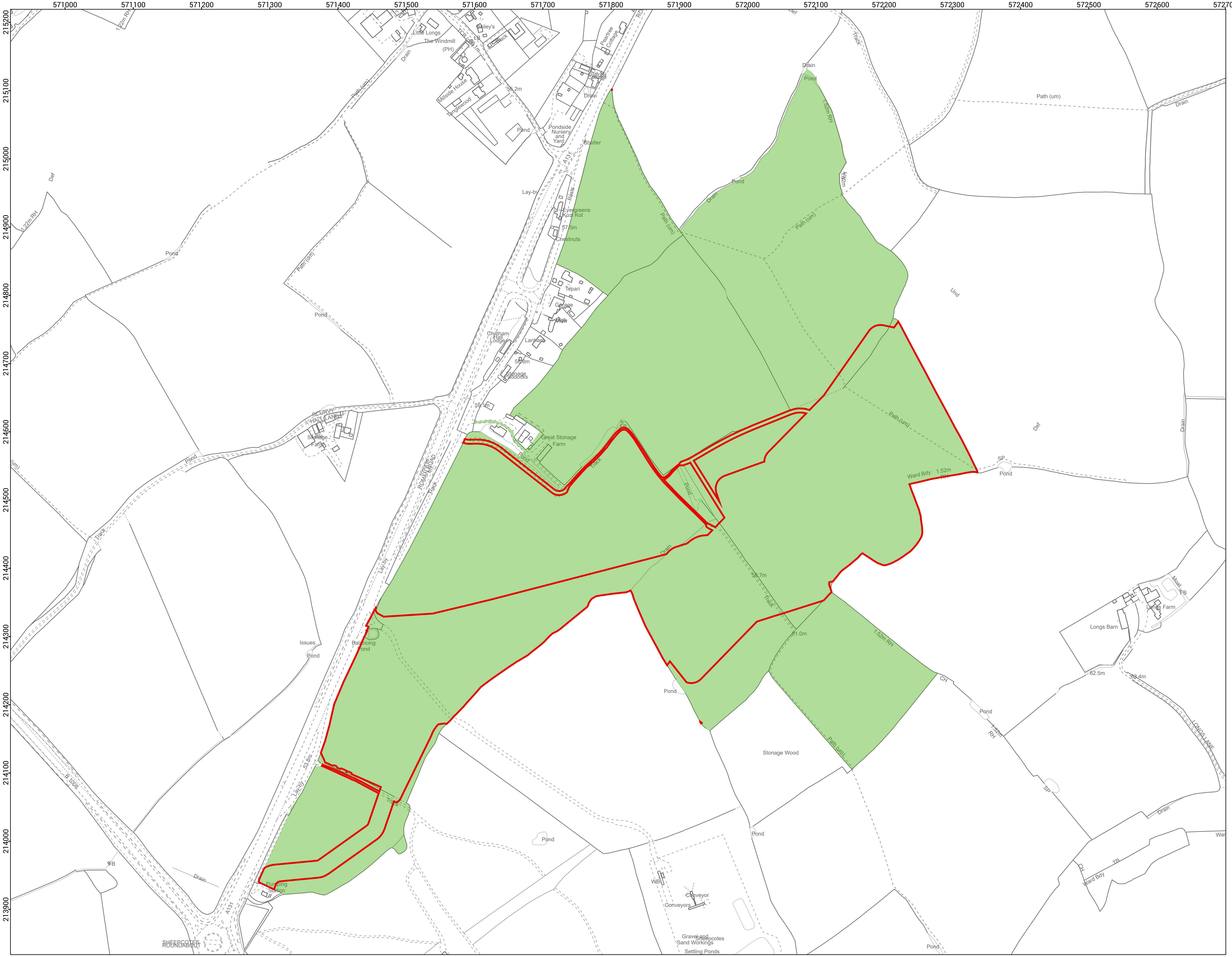


N
0 15 30 60 90 120
Metres

OVERVIEW WINDOW

LEGEND:

General

Option Area

Interests in Land

Grantors Land

Party IDs: 6898
Title: EX838417

REVISION: A

CLIENT: nationalgrid

SCHEME:
NORWICH TO TILBURY

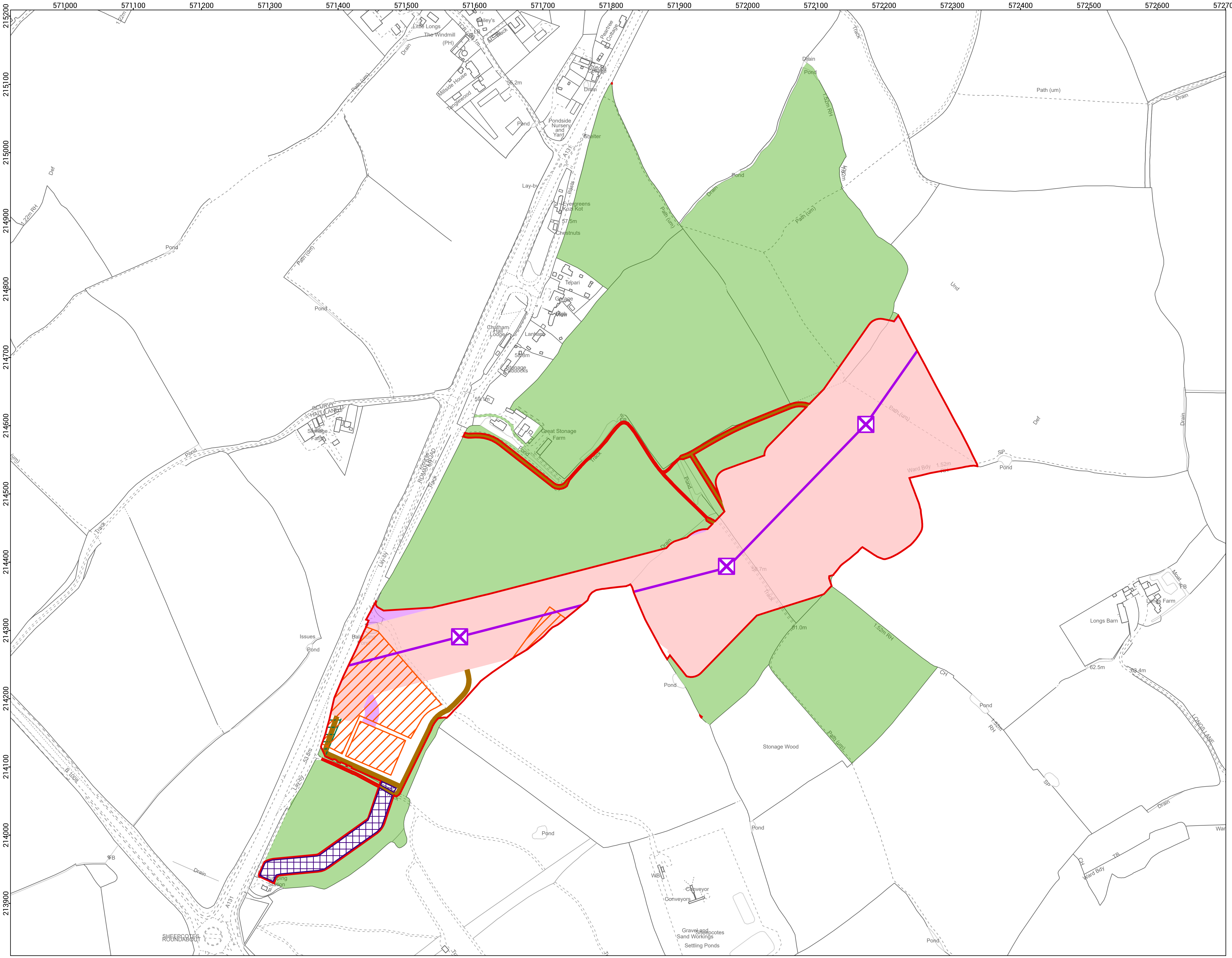
TITLE:
OWNERSHIP PLAN

FP. 105141-008

SCALE: 1:5,000 @ A3
DATE: 10/03/2026

fisher german

DRAWING REF.
NGET-NT-2026-02-GF-OP_HoT2_F_EX838417



N
0 15 30 60 90 120
Metres

OVERVIEW WINDOW

LEGEND:

Interests in Land

Grantors Land

General

Option Area

Proposed Project Design Details

New lattice pylon

New overhead line

Permanent Rights Acquisition

OHL Easement Option Area

Permanent Access

Third party statutory undertaker works

Temporary Rights Acquisition

Temporary Compound and Works Lease Option Area

Temporary Access Easement Option Area

Temporary Drainage

Party IDs: 6898
Title: EX838417

REVISION: A

CLIENT: nationalgrid

SCHEME:
NORWICH TO TILBURY

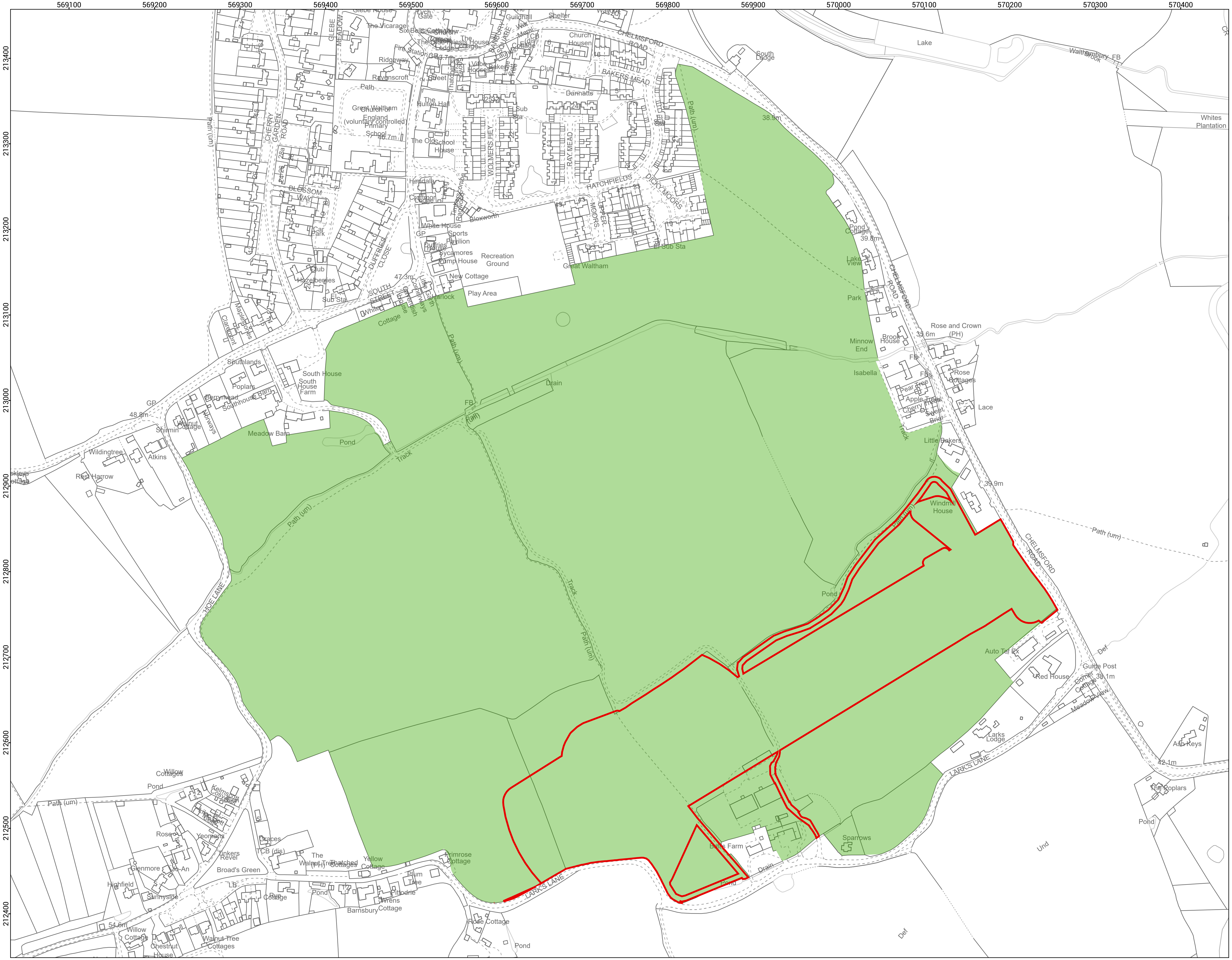
TITLE:
HEADS OF TERMS PLAN

FP. 105141-008

SCALE: 1:5,000 @ A3
DATE: 18/03/2026

fisher german

DRAWING REF.
NGET-NT-2026-02-GF-HOT_HoT2_F_EX838417



OVERVIEW WINDOW

N
0 15 30 60 90 120
Metres

LEGEND:

General

Option Area

Interests in Land

Grantors Land

Party IDs: 6898
Title: EX838448

REVISION: A

CLIENT: nationalgrid

SCHEME:
NORWICH TO TILBURY

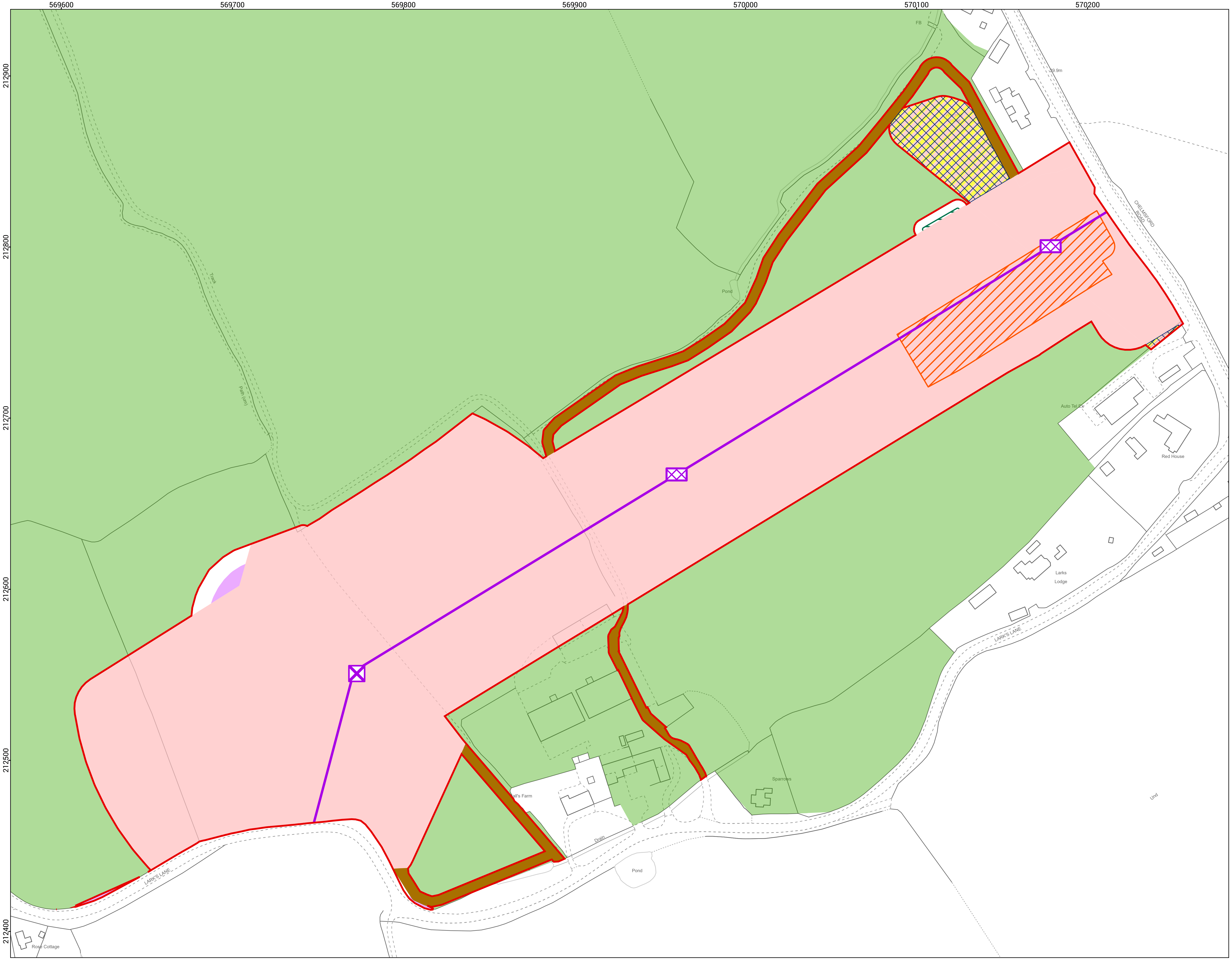
TITLE:
OWNERSHIP PLAN

FP. 105141-008

SCALE: 1:4,000 @ A3
DATE: 10/03/2026

fisher german

DRAWING REF.
NGET-NT-2026-02-GF-OP_HoT2_F_EX838448



N
0 5 10 20 30 40
Metres

OVERVIEW WINDOW

LEGEND:

Interests in Land

Grantors Land

General

Option Area
Third party statutory undertaker works
Third party statutory undertaker works (NG Rights Also Required)

Proposed Project Design Details

New lattice pylon
New low height lattice pylon
New overhead line

Permanent Rights Acquisition

OHL Easement Option Area
OHL and UGC Easement Option Area
Permanent Access

Temporary Rights Acquisition

Temporary Compound and Works Lease Option Area
Temporary Access Easement Option Area
Temporary Drainage

Party IDs: 6898
Title: EX838448

REVISION: A

CLIENT: nationalgrid

SCHEME:
NORWICH TO TILBURY

TITLE:
HEADS OF TERMS PLAN

FP. 105141-008

SCALE: 1:2,000 @ A3
DATE: 18/03/2026

fisher german

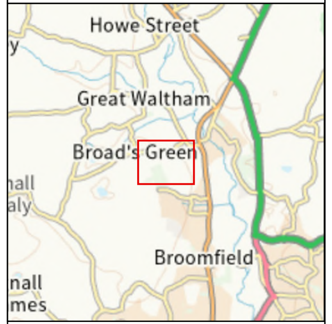
DRAWING REF.
NGET-NT-2026-02-GF-HOT_HoT2_F_EX838448

N

0 10 20 40 60 80

Metres

OVERVIEW WINDOW



LEGEND:

General

Option Area

Interests in Land

Grantors Land

Party IDs: 6898

Title: UNREG1709

REVISION: A

CLIENT: nationalgrid

SCHEME:
NORWICH TO TILBURY

TITLE:
OWNERSHIP PLAN

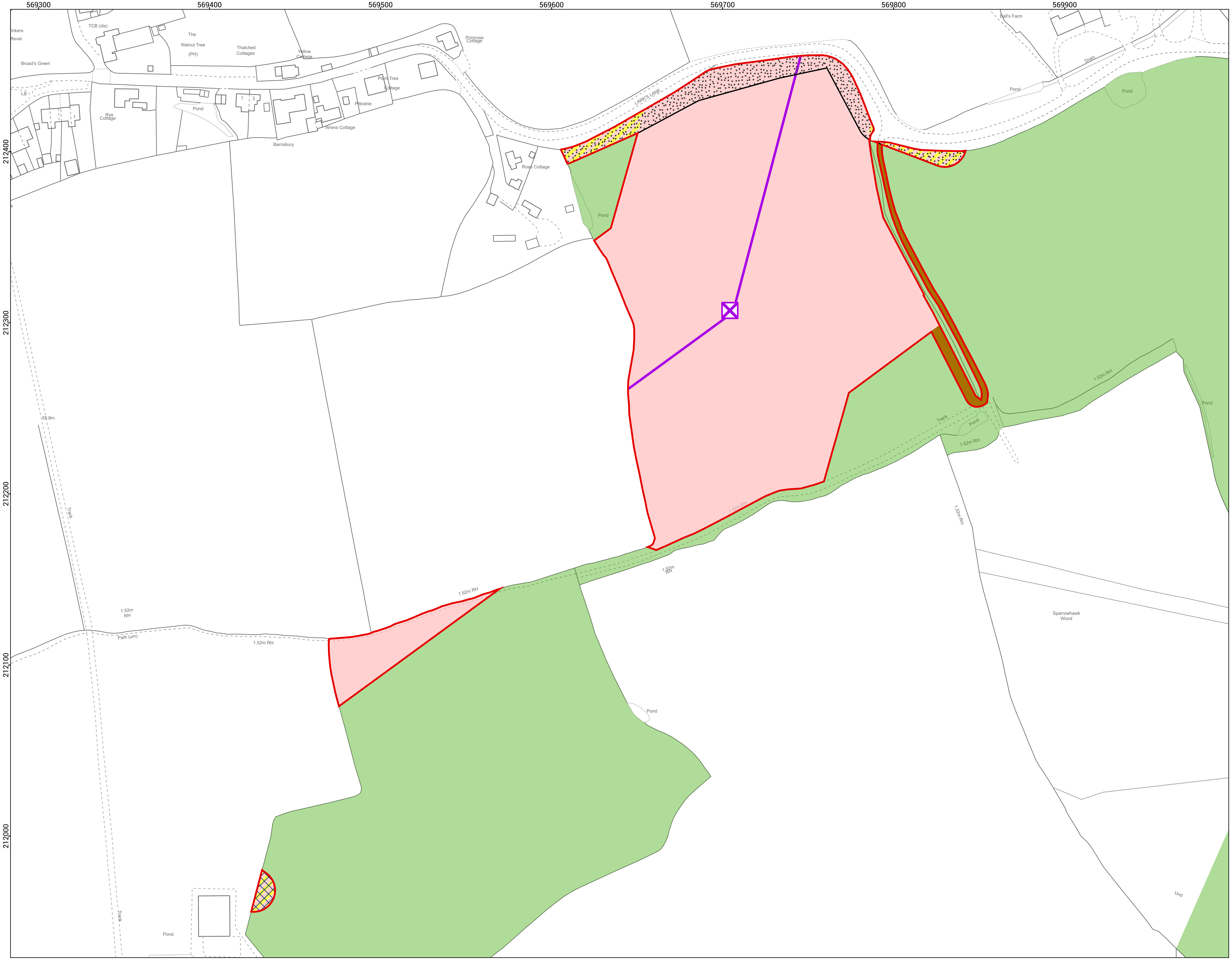
FP. 105141-008

SCALE: 1:3,000 @ A3

DATE: 10/03/2026

fisher german

DRAWING REF.
NGET-NT-2026-02-GF-OP_HoT2_F_UNREG1709



0 5 10 20 30 40
Metres

OVERVIEW WINDOW

LEGEND:

Interests in Land

Grantors Land

General

Option Area

Third party statutory undertaker works

Third party statutory undertaker works (NG Rights Also Required)

Proposed Project Design Details

New lattice pylon

New overhead line

Permanent Rights Acquisition

OHL Easement Option Area

OHL and UGC Easement Option Area

Permanent Access

Party IDs: 6898
Title: UNREG1709

REVISION: A

CLIENT: nationalgrid

SCHEME:
NORWICH TO TILBURY

TITLE:
HEADS OF TERMS PLAN

FP. 105141-008

SCALE: 1:2,000 @ A3
DATE: 18/03/2026

fisher german

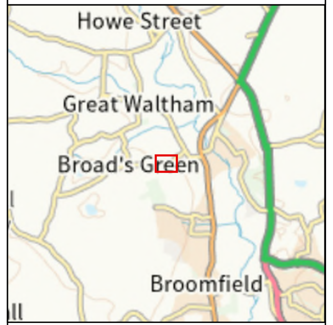
DRAWING REF.
NGET-NT-2026-02-GF-HOT_HoT2_F_UNREG1709

N

0 4 8 16 24 32

Metres

OVERVIEW WINDOW



LEGEND:

General

Option Area

Interests in Land

Grantors Land

Party IDs: 6898
Title: UNREG1718

REVISION: A

CLIENT: nationalgrid

SCHEME:
NORWICH TO TILBURY

TITLE:
OWNERSHIP PLAN

FP. 105141-008

SCALE: 1:1,000 @ A3
DATE: 10/03/2026

fisher german

DRAWING REF.
NGET-NT-2026-02-GF-OP_HoT2_F_UNREG1718

N
0 4 8 16 24 32
Metres

OVERVIEW WINDOW

LEGEND:

Interests in Land

Grantors Land

General

Option Area

Permanent Rights Acquisition

Permanent Access

Party IDs: 6898
Title: UNREG1718

REVISION: A

CLIENT: nationalgrid

SCHEME:
NORWICH TO TILBURY

TITLE:
HEADS OF TERMS PLAN

FP. 105141-008

SCALE: 1:1,000 @ A3
DATE: 18/03/2026

fisher german

DRAWING REF.
NGET-NT-2026-02-GF-HOT_HoT2_F_UNREG1718