



Botley West Solar Farm

**FINAL STATEMENT OF COMMON GROUND –
THAMES WATER UTILITIES LIMITED**

EN010147/APP/11.7/6

November 2025

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Statement of Common
Ground - Thames
Water Utilities Limited
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SIGNATURES

This Statement of Common Ground has been prepared and agreed by SolarFive Ltd and Thames Water Utilities Limited ('Thames Water')

THAMES WATER UTILITIES LIMITED

Signature:

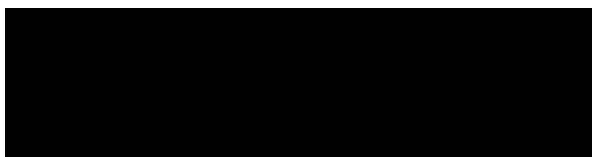


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1 Introduction

- 1.1.1 This Statement of Common Ground (**SoCG**) is between Photovolt Development Partners GmbH on behalf of SolarFive Ltd (**the Applicant**) and Thames Water Utilities Limited (**Thames Water**) relating to the application for development consent (**the DCO Application**) for the Botley West Solar Farm (**the Project**).
- 1.1.2 This SoCG has been prepared in accordance with the guidance for the examination of applications for development consent for Nationally Significant Infrastructure Projects (**NSIP**) (Department for Communities and Local Government, March 2015).
- 1.1.3 This SoCG has been prepared in order to summarise the discussions between the Applicant and Thames Water, and to ensure a clear record of the agreed position between the parties.

2 Description of the project and interface with Thames Water

- 2.1.1 The Project will comprise the construction, operation, maintenance and decommissioning of a photovoltaic solar farm and associated infrastructure with a total capacity exceeding 50 megawatts, in parts of Oxfordshire County and the West Oxfordshire, Cherwell and Vale of White Horse districts. The Project will export electricity for connection to the National Grid at Botley West.
- 2.1.2 The Project's solar arrays (comprising all the mounting structures, frames and foundations) will be connected by underground electrical cables within each section of the site, and via underground electric cables to the substation at the grid connection point. The interconnecting cable route will largely follow the public highway, but some parts will cross land controlled by the Applicant.
- 2.1.3 Thames Water has made three submissions into Examination, including its relevant representation [**RR-1045**], written representation [**REP1-0126**] and responses to Examining Authority's First Written Questions (ExQ1) [**REP2-084**]. In light of these representations, the Applicant has been engaging with Thames Water in relation to the below:
 - (1) **Thames Water as a Statutory undertaker** – Thames Water is appointed under Chapter 1 of Part II of the Water Industry Act 1991 as the water and sewerage undertaker for the Thames region, which overlaps with the Project. Thames Water owns and operates water and sewerage infrastructure that lies within the Order limits, including key water mains, sewers, and property interests). Protective provisions have therefore been negotiated with Thames Water and included at Part 5 of Schedule 15 of the draft DCO; and
 - (2) **Thames Water's Land interests** – The full scope of Thames Water's property interests in the Project are set out in the Book of Reference [**CR2-017**]. Amongst other things, Thames Water is a freehold owner of land over which the Applicant is seeking permanent acquisition of new rights and Thames Water has a Category 2 interest in respect of rights reserved by a

transfer dated 31 March 2011 on title ON296827 (the “**Transfer**”, which includes a restrictive covenant “*Not to erect construct or place any building or wall or other structure or erection or any work of any kind whether temporary or permanent provided always that this covenant shall not be deemed to prevent the erection of boundary or other fences which are of an easily removable character*”). Therefore, negotiations have been ongoing between the parties in relation to: (1) an option for easement to acquire the necessary rights voluntarily; and (2) to vary the restrictive covenant in the Transfer to limit the scope of the restrictive covenant.

- 2.1.4 Details of the ongoing negotiations between the parties in respect the above are set out in Table 5-1.

3 Purpose of this SoCG

- 3.1.1 The purpose of this SoCG is to assist the Examining Authority by summarising the points of agreement which have been reached between the Parties, on matters which are relevant to the Examination of the Project and also to set out the matters which currently remain unresolved and under discussion between the parties.
- 3.1.2 This SoCG details engagement between the parties to date and in relation to various matters, states whether these are agreed or in discussion. Thames Water has contributed to this SoCG.

4 Record of Engagement

- 4.1.1 Appendix A identifies the discussions and correspondence that have taken place between the Applicant and Thames Water to date.

5 Position of the parties

- 5.1.1 Thames Water does not object to the principle of the DCO Application and has continued to engage with the Applicant in relation to the matters set out in Table 5-1 below. The Applicant and Thames Water continue to engage on the outstanding matters, with any updates to be submitted to the Secretary of State post-Examination (as appropriate).

Table 5.1: Record of Matters of Specific Agreement to Date

Matter	Thames Water Position	Applicant Position	Agreed / In Discussion / Not Agreed
DCO Drafting – Requirement 9	Thames Water wishes to be a consultee for the purposes of Requirement 9 to ensure the drainage proposals consider asset capacity, pollution control, and compliance with connection requirements.	The Applicant has included Thames Water as a requirement consultee for the purposes of Requirement 9 as part of its Deadline 1 updates to the draft Development Consent Order (“ DCO ”).	Agreed
DCO Drafting – Protective Provisions	<p>The protective provisions at Part 5 of Schedule 15 of the draft DCO [REP6-004] are agreed save that Thames Water requests that the wording at Appendix B is included as a new paragraph 5, being an appropriately worded restriction on the exercise of compulsory acquisition powers over Thames Water land interests and that any interest in land belonging to Thames Water that is required by the Proposed Development must be granted by agreement. This form of restriction is essential to protect Thames Water’s ability to discharge its statutory and licence obligations. In the absence of a restriction on compulsory powers over Thames Water’s land interests of the nature set out at Appendix B, it is Thames Water’s position that it will suffer serious detriment, and the tests under s127 and s138 of the Planning Act 2008 are not satisfied.</p> <p>Thames Water continues to engage with the Applicant to agree the terms of the land agreements (see the two ‘Land’ matters below).</p>	<p>The Applicant has included protective provisions at Part 5 of Schedule 15 of the draft DCO [REP6-004]. These provisions are agreed save for any further provision relating to compulsory acquisition which may arise from voluntary property negotiations, which remain outstanding (see the two ‘Land’ matters below).</p> <p>Any further provision to enable withdrawal of the representations by Thames Water is pending completion of voluntary land agreements. The Applicant cannot agree to the inclusion of the wording at Appendix B in absence of the voluntary land agreements as otherwise the Applicant may be held to ransom which would threaten the delivery of the Project.</p> <p>The Applicant’s full case in respect of how it meets the tests under s127 and s138 of the Planning Act 2008 in absence of the wording proposed by Thames Water will be set out in its Closing Submissions to be submitted at Deadline 8. An interim response is provided in the Applicant’s Response to ExA’s Rule 17 Letter (23 Oct 2025) submitted at Deadline 7.</p>	Discussions ongoing

Matter	Thames Water Position	Applicant Position	Agreed / In Discussion / Not Agreed
Land – Option for Easement	The easement agreement which is being negotiated between the parties is progressing well and an agreement on the easement is expected within the Recommendation period. Heads of terms for the easement are nearing completion, for formal documentation.	Thames Water has category 1 interests in various plots over which the Applicant is seeking powers for the permanent acquisition of new rights. The parties are negotiating an option for easement to grant the necessary rights voluntarily. An agreement on the option for easement is expected during the Recommendation period.	Discussions ongoing
Land – Variation of the Transfer	<p>Thames Water holds the position that the restrictive covenant can be varied so that the terms of that restrictive covenant do not apply to the installation of solar panels on the land subject to that restrictive covenant (excepting the area defined as “the Protective Strip” in the Transfer, being Thames Water asset). However, this variation must be dealt with by agreement. Thames Water will not permit the exercise of compulsory acquisition powers over its operational land as this could strongly prejudice its ability to carry out its statutory undertaking and in turn satisfy its legal and operational duties.</p> <p>Thames Water and the Applicant have agreed to progress this through mutual agreement and it is hoped that these matters may be concluded simultaneously with the negotiations for the easement, which as above, are due to be in agreed form within the Recommendation period.</p>	<p>Thames Water has a category 2 interest over Plots 7-18, 7-33, 7-35, 9-08, 9-10, 9-13, 9-15, 9-16 and 9-17 in respect of rights reserved by a transfer dated 31 March 2011 on title ON296827 (the “Transfer”). The Transfer includes a restrictive covenant:</p> <p><i>“Not to erect construct or place any building or wall or other structure or erection or any work of any kind whether temporary or permanent provided always that this covenant shall not be deemed to prevent the erection of boundary or other fences which are of an easily removable character”.</i></p> <p>This restrictive covenant would prevent solar installation in areas where the Applicant intends to instal solar. On that basis, the Applicant must preserve its ability under Article 30 of the draft DCO [REP6-004] to extinguish this restrictive covenant unless and until the Transfer is varied to reduce the scope of the restrictive covenant to apply to the ‘Protected Strip’ only (see Appendix C).</p> <p>The Applicant has already designed the Project to avoid solar installation over this Protected Strip, following early engagement with Thames Water, as shown on Appendix C. In any event, the Protective Provisions will apply to ensure that the apparatus under that Protected Strip is otherwise sufficiently protected. The Applicant’s full case in respect of how it meets the tests under s127 and s138 of the</p>	Discussions ongoing

Matter	Thames Water Position	Applicant Position	Agreed / In Discussion / Not Agreed
		<p>Planning Act 2008 in absence of the wording proposed by Thames Water will be set out in its Closing Submissions to be submitted at Deadline 8. An interim response is provided in the Applicant's Response to ExA's Rule 17 Letter (23 Oct 2025) submitted at Deadline 7.</p> <p>The Applicant is in negotiations with Thames Water to agree to this variation, which has been discussed and agreed in principle. An agreement on the variation is expected during the Recommendation period, notwithstanding that the variation will need to be made between Thames Water and the current landowner, Hill Grove Family Limited, as the landowner is the entity which is contractually bound by the terms of the restrictive covenant. As such, the variation of the restrictive covenant will need to take place prior to or simultaneously with the exchange of the option for easement.</p>	

Appendix A

Record of Relevant Correspondence

Date	Topic	Action
Various 2023	Consultation and Survey Access – Applicant Position	Various correspondence in relation to Land Interest Questionnaires and Survey Access Requests discussed between Parties
February 2024	Property Agreements – Applicant Position	The Applicant engaged with early stage discussions for the use of the property for access
04.07.2024	Protective provisions – Thames Water position	Thames Water shared its template protective provisions with the Applicant.
10.07.2024	Protective provisions – costs undertaking	Thames Water's lawyers requested an undertaking to negotiate the protective provisions.
13.08.2024	Protective provisions – costs undertaking	Undertaking provided by the Applicant's lawyers to Thames Water's lawyers.
04.10.2024	Protective provisions – Applicant position	The Applicant provided first draft comments on Thames Water's template protective provisions.
23.01.2025	Property Agreements – Applicant position	Heads of Terms provided to Thames Water to progress property agreement for Easement and begin internal consenting process for the works
Various 2024/2025	Protective provisions – negotiations	Various emails exchanged with back and forth comments between the Applicant's lawyers and Thames Water's lawyers in negotiation of the protective provisions.
01.06.2025	Property Agreements – Applicant position	Plans issued for Thames Water Clearance process and agent instructed to negotiate Heads of Terms for Easement
22.08.2025	Protective provisions – final draft	Thames Water shared an updated draft set of protective provisions that are in an agreed form, save for provisions at paragraph 5 of the protective provisions which the Applicant had previously confirmed cannot be included unless and until the voluntary land agreement(s) are in place.
31.10.2025	Protective provisions – Compulsory Acquisition Powers	The Applicant's lawyers emailed Thames Water's lawyers to confirm that until the voluntary easement agreement and variation to the Transfer are agreed, the Applicant remains unable to agree to the inclusion of the previously proposed wording that was intended to replace the placeholder at paragraph 5 of the protective provisions.

Appendix B

Thames Water – additional protective provisions

Acquisition of land

- (1) Regardless of any provision in this Order or anything shown on the land plans, the undertaker must not appropriate, acquire, extinguish, interfere with or override any interest in land, easement or other interest or right of the utility undertaker nor acquire any of its apparatus otherwise than by agreement.
- (2) As a condition of agreement between the parties in sub-paragraph (1), prior to the carrying out of any part of the authorised development (or in such other timeframe as may be agreed between the utility undertaker and the undertaker) that are subject to the requirements of this Part of this Schedule that will cause any conflict with or breach the terms of any easement or other legal or land interest of the utility undertaker or affects the provisions of any enactment or agreement regulating the relations between the utility undertaker and the undertaker in respect of any apparatus laid or erected in land belonging to or secured by the undertaker, the undertaker must as the utility undertaker reasonably requires enter into such deeds of consent and variations upon such terms and conditions as may be agreed between the utility undertaker and the undertaker acting reasonably and which must be no less favourable on the whole to the utility undertaker unless otherwise agreed by the utility undertaker, and it will be the responsibility of the undertaker to procure or secure the consent and entering into of such deeds and variations by all other third parties with an interest in the land at that time who are affected by such part of the authorised development.
- (3) The undertaker and the utility undertaker agree that where there is any inconsistency or duplication between the provisions set out in this Part of this Schedule relating to the relocation or removal of apparatus, including but not limited to the payment of costs and expenses relating to such relocation or removal of apparatus and the provisions of any existing easement, rights, agreements and licences granted, used, enjoyed or exercised by the utility undertaker or other enactments relied upon by the utility undertaker as of right or other use in relation to the apparatus, then the provisions in this part of this Schedule prevail.
- (4) Any agreement or consent granted by the utility undertaker under paragraph 8 (*retained apparatus*) or any other paragraph of this part of this Schedule, is not to be taken to constitute agreement under sub-paragraph (1).
- (5) As a condition of an agreement between the parties in sub-paragraph (1) that involves decommissioned apparatus being left in situ the undertaker must accept a surrender of any existing easement or other interest of the utility undertaker in such decommissioned apparatus and consequently acquire title to such decommissioned apparatus and release the utility undertaker from all liabilities in respect of such decommissioned apparatus from the date of such surrender.
- (6) Where an undertaker acquires land which is subject to any of the utility undertaker's rights or interests (including, without limitation, easements and agreements relating to rights or other interests) and the provisions of paragraph 6 (*removal of apparatus*) do not apply, the undertaker must:
 - (a) retain any notice of the utility undertaker's easement, right or other interest on the title to the relevant land when registering the undertaker's title to such acquired land; and
 - (b) (where no such notice of the utility undertaker's easement, right or other interest exists in relation to such acquired land or any such notice is registered only on the Land Charges Register) include (with its application to register title to the undertaker's interest in such acquired land at the Land Registry) a notice of the utility undertaker's easement, right or other interest in relation to such acquired land; and
 - (c) provide up to date official entry copies to the utility undertaker within 20 working days of receipt of such up to date official entry copies.

Appendix C Protected Strip



The 'Protected Strip' is shown indicatively in yellow.



Google Earth image showing the areas of proposed solar installation avoiding the Protected Strip. This is confirmed on Sheets 7 and 9 of the Land Plans [CR2-006] and Works Plans [CR2-005].