



Statement of Common Ground with Albanwise (draft)

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1 Introduction

1.1 Purpose of this document

- 1.1.1 This Statement of Common Ground (hereafter referred to as the 'SoCG') has been prepared to support the Examination of the Development Consent Order (DCO) application (the 'DCO Application') for Peartree Hill Solar Farm (the 'Proposed Development').
- 1.1.2 The DCO Application is for a Nationally Significant Infrastructure Project (NSIP) for the construction, operation (including maintenance) and decommissioning of a solar photovoltaic (PV) array electricity generating facility, Battery Energy Storage System (BESS) and associated infrastructure which would allow for the generation and export of electricity.
- 1.1.3 The SoCG has been prepared collaboratively by the Applicant and the Consultee (Albanwise).
- 1.1.4 The SoCG has been prepared in accordance with the Guidance for examination of DCO applications which was published in 2024 by the Department for Levelling Up, Housing and Communities¹.
- 1.1.5 This Guidance comments that:

"A statement of common ground is a written statement prepared jointly by the applicant and another party or parties, setting out any matters on which they agree, or indeed disagree. A SoCG helps to ensure that the evidence at examination focuses on the material differences between the main parties and therefore makes best use of the lines of questioning pursued by the Examining Authority".

¹ Planning Act 2008: Examination stage for Nationally Significant Infrastructure Projects (April 2024)

- 1.1.6 The aim of this SoCG is to therefore provide a clear position of the progress and agreement made or not made between the Applicant and Albanwise on matters relating to the Proposed Development. [This SoCG has been updated at Deadline 6 to reflect the final position between Albanwise and the Applicant.](#)

1.2 Parties to this Statement of Common Ground

- 1.2.1 This SoCG has been prepared by (1) the Applicant and (2) Albanwise.
- 1.2.2 Albanwise are the owners of land parcels 2A-4, 2A-5 and 6-7 which are the subject of the Applicant's Change 9 request, and developers of Field House Solar Farm. They are also the co-developers of Carr Lane Solar Farm. Albanwise's interests in the wider Order land are detailed in the table on pages 4 and 5 of its Relevant Representation **[RR-054]**.
- 1.2.3 Collectively, the Applicant and Albanwise are referred to as 'the parties'.

1.3 Terminology

- 1.3.1 Section 3 of this document sets out the relevant matters raised though discussion between the parties. It provides a summary of the position of each party and identifies the status of discussions on each matter:
- "Agreed" indicates where the issue has been resolved between the parties and is not anticipated to be subject to further discussions;
~~"Under discussion" indicates where a matter remains in active dialogue between the parties and a final position has not yet been reached;~~
 - "Not Agreed" indicates where the parties have established a final position that they cannot resolve the matter and will remain a point of difference.

2 Record of Engagement

2.1 Summary of consultation and engagement

- 2.1.1 The parties have been engaged in consultation and engagement throughout the development of the Proposed Development. Table 1 shows a summary of the meetings and correspondence that has taken place directly between the Applicant and Albanwise (excluding land agent led engagement) in relation to the Proposed Development. This is limited to engagement which is materially relevant to the contents of this SoCG and does not seek to include every correspondence between the parties (e.g. that which was primarily administrative).
- 2.1.2 Negotiations on the voluntary land agreement between the parties have been continuing throughout the period represented by Table 1, between the Applicant and the Albanwise's land agent Cundalls. No agreement has yet been reached but negotiations are continuing.

Table 1: Record of Engagement since Change Request Notification

Date	Purpose of engagement	Description
10/09/25	Teams meeting: Discussion following Change Request 2	Albanwise set out their initial response highlighting concerns particularly around use of parcel 2A-5. Requested further information to understand potential impacts on Field House Solar. Discussions high level around programme and interface and reason behind request. Albanwise set out potential alternative route for Applicant to review.
12/09/25 & 16/09/25	Provision of information	Email from Applicant to Albanwise providing links to information contained within DCO and expected vehicular numbers
30/09/25	Requests for information	Albanwise requesting update on alternative route, request for land take requirements
09/10/25	Provision of information	Email from Applicant to Albanwise containing GIS file of Order Limits (including CR2 boundary)
16/10/25	Teams meeting: Discussion around	Applicant responded to Albanwise's suggestion of alternative route and set out

Date	Purpose of engagement	Description
	interface between Proposed Development and Albanwise developments.	reasons why it was not considered appropriate. Albanwise reaffirmed position regarding use of 2A-5 and unacceptability of proposal in current form. Applicant agreed to give further consideration to interface arrangement and provide designs for access routing
17/10/25	Provision of suggested draft DCO update	Applicant email setting out proposed cooperation requirement (Requirement 16 of the draft Development Consent Order [REP4-005])
29/10/25	Provision of data	Albanwise supplies the Applicant with CAD design material to support their design work. The agreed design work was re-requested.
27/10/25	Provision of draft Interface Agreement	Applicant email setting out draft interface agreement seeking to formalise arrangements for access across Albanwise land.
29/10/25	Provision of Relevant Representation	Albanwise shared the Relevant Representations submitted the ExA. Design information
30/10/25	Provision of draft access arrangement details	Email from Applicant to Albanwise containing draft access arrangements for consideration, including swept path analysis.
04/11/25	Provision of AIL detail	Email from Applicant to Albanwise with AIL swept path for site entrance and turn south of Field House Farm.
07/11/25	Teams call: Discussion between Applicant and Albanwise transport consultant	Initial feedback from Albanwise on Applicant's draft access arrangements. Albanwise set out a number of areas where further information was required and highlighted areas of concern (e.g. use of banksmen).
10/11/25	Information request	Email from Albanwise to Applicant setting out the details required for fuller understanding of proposed access arrangements which were covered in the meeting on 07/11

Date	Purpose of engagement	Description
11/11/25	Provision of detail	Email from Albanwise to Applicant setting out estimates of agricultural vehicular numbers utilising track.
12/11/25	Issue of technical note and details	<p>Email from Applicant to Albanwise in response to meeting on 07/11/25 and information request of 10/11/25 containing technical note comprising:</p> <ul style="list-style-type: none"> - Detail on operation of existing farm access on worst case assumption Peartree Hill Solar Farm, Field House Solar Farm and Carr Fam Solar are constructed concurrently - Complete tracking drawings from internal track to A1035 - Details of proposed use of banksmen to manage traffic flows - Junction capacity review - Copies of notes/minutes between the Applicant and EYRC Highways in relation to the proposed use of the junction - Layby details south of Field House Farm - AIL specifications - AIL swept path along all tracks <p>Plans updating passing places</p>
18/11/25	Updated requirement 16	Email from Applicant to Albanwise setting out proposed changes to Requirement 16 of the draft Development Consent Order [REP4-005] confirming the Proposed Development would not require the removal of any above ground infrastructure.
20/11/25	Issue of comments on Interface Agreement	Albanwise's comments on the proposed Interface Agreement were returned for the Applicant's consideration.
27/11/25	Sharing of Written Representation	Albanwise shared its Written Representation and supporting documents with the Applicant
03/12/2025	Response to Interface Agreement comments	Email from Applicant to Albanwise responding to markup comments on Interface Agreement in email dated 20/11/2025.

Date	Purpose of engagement	Description
<u>09/12/2025</u>	<u>Updated Requirement 16 drafting</u>	<u>Email from Applicant to Albanwise providing updated drafting to Requirement 16 intended to provide further clarity on phasing commitment.</u>
<u>11/12/2025</u>	<u>Response to Requirement 16 drafting</u>	<u>Email from Albanwise's legal representatives to Applicant legal representatives setting out comments on draft Requirement 16</u>
<u>15/12/2025</u>	<u>Requirement 16 further drafting</u>	<u>Email from Applicant's legal representatives to Albanwise's legal representatives setting out Applicant's final position on Requirement 16</u>
<u>17/12/2025</u>	<u>Request for connection timing update</u>	<u>Email from Albanwise to Applicant requesting confirmation of the Gate notification that would have been received regarding Peartree Hill's grid connection date</u>
<u>16/12/2025</u>	<u>Draft oCTMP</u>	<u>Email from Applicant to Albanwise providing updated draft outline Construction Traffic Management Plan [REP5-071] including additional commitments around Field House Farm</u>
<u>19/12/2025</u>	<u>Requirement 16 drafting</u>	<u>Email from Albanwise's legal representatives to Applicant's legal representatives setting out final position on Requirement 16.</u>
<u>19/12/2025</u>	<u>Draft oCTMP</u>	<u>Comments from Albanwise returned to the Applicant. Additions are welcome but further particulars may be required if entrance and routing designs can be improved.</u>

3 Current Position

3.1.1 The table below provides a summary of the current position of the Applicant and Albanwise in relation to specific matters that have been under discussion to date.

3.1.2 Where a matter is not represented in the table, it should be assumed that it is either: (i) agreed between the parties and has not been the subject of detailed discussion; or (ii) not relevant to the discussion between the parties.

Table 2: Current position of the Applicant and Albanwise in relation to specific matters that have been under discussion to date

Ref	Topic	Albanwise Position	Applicant's Position	Status
AW01	Principle of Development	<p>Albanwise does not object to the project in principle.</p> <p>Albanwise's objection relates to Change 9 which is not justified and for which there is no compelling case.</p> <p>The potential for a safe and mutually acceptable project exists, if voluntary agreements can be reached which secure details which are absent from the DCO and Plot 2A-5 is removed.</p>	The principle of the Proposed Development is wholly acceptable in policy terms and aligns with the aims and intentions of NPS EN-1 and EN-5.	Agreed

Ref	Topic	Albanwise Position	Applicant's Position	Status
AW02	Content of DCO application	<p>The material submitted in the DCO application including change 9 does not provide an acceptable design of safe systems of work to allow the project to progress safely alongside the construction of FHSF</p> <p>It also presents a level of uncertainty which jeopardises the investment transaction currently underway and therefore the ability of the project to progress.</p>	<p>The Applicant considers that the information submitted as part of the DCO application, Change Request 2 and subsequently exchanged with Albanwise provides the foundation for a robust management arrangement to be agreed.</p> <p>The Applicant will continue to engage with Albanwise to seek a mutually acceptable resolution to this position.</p>	Not Agreed
AW03	Principle of use of Land parcel 2A-4 for construction of the Proposed Development. The Applicant is seeking temporary powers for construction purposes and permanent rights over the land.	<p>2A-4 could be used for the Peartree traffic but the volume of traffic proposed presents an unacceptable safety and logistical risk.</p> <p>Designs have been proposed but will need to be improved before agreement is reached.</p> <p><u>Albanwise set out in its Post Hearing Submission Summaries of Oral Submissions made at CAH2 and ISH3 how fundamentally unsafe the proposed designs of the highway junction are to users of the highway, project</u></p>	<p>The Applicant considers that the use of 2A-4 for construction traffic, in the event that it is unable to secure the necessary rights to utilise 2A-5, can be suitably accommodated utilising appropriate traffic management procedures. As set out in AW04, the Applicant has provided technical information in response to a request from Albanwise to demonstrate the acceptability of the route and will continue to engage with Albanwise to come to a mutually agreeable arrangement.</p>	Under discussion Not Agreed

Ref	Topic	Albanwise Position	Applicant's Position	Status
		<p>personnel and public and has called on the Applicant to revise the designs to improve safety in the designs.</p> <p>Forms of traffic management and priority (beyond that which is in the DCO application inc Change 9 request) will need to be agreed in order to ensure safety and make the access safer than would otherwise be achievable by Peartree's originally proposed access of Meaux Lane</p>	Further, the Applicant considers that the low volume of traffic (approximately 1 LGV per week) during the operational phase is acceptable and would not impact other construction or operational movements from the Albanwise's agricultural holdings, Field House Solar or Carr Farm Solar.	
AW04	Principle of use of Land parcel 2A-4 for construction of the Proposed Development. The Applicant is seeking temporary powers for construction purposes and permanent rights over the land.	<p>The principle of use of the access is not agreed. It is not justified where there is an alternative as originally proposed (Meaux Lane) which does not cause on the Applicant's own assessment any significant adverse effects.</p> <p>That said, if the powers are granted it should be possible to manage the projects interface and in this regard matters have progressed outside of the DCO process to secure a voluntary agreement which will cover matters of project access design and management but Albanwise will need these agreements completed in order to be</p>	<p>The Applicant considers that it has provided sufficient detail to Albanwise to demonstrate that, in principle, construction access could be safely accommodated and appropriately managed. Further to discussions with Albanwise, the Applicant has provided:</p> <ul style="list-style-type: none"> - Detail on operation of existing farm access on worst case assumption Peartree Hill Solar Farm, Field House Solar Farm and Carr Fam Solar are constructed concurrently - Complete tracking drawings from in ternal track to A1035 	Under discussion Not Agreed

Ref	Topic	Albanwise Position	Applicant's Position	Status
		satisfied works can progress safely and remove the risk to the investment that currently stands.	<ul style="list-style-type: none"> - Details of proposed use of banksmen to manage traffic flows - Junction capacity review - Copies of notes/minutes between the Applicant and EYRC Highways in relation to the proposed use of the junction - Layby details south of Field House Farm - AIL specifications - AIL swept path along all tracks - Plans updating passing places 	
AW05	Principle of use of Land parcel 2A-5 for construction of the Proposed Development. The Applicant is seeking temporary powers for construction purposes and no permanent rights.	<p>There is no justification for the proposed temporary possession of 2A-5. It is said to be required for access but is (at its widest) 130m wide. No access track requires that amount of space. The DCO application provides no detail of how 2A-5 is otherwise required. The inclusion of plot 2A-5 is unjustified and represents an unacceptable risk to the progression of FHS because of the location of the project substation.</p> <p>Requirement 16 is insufficient because:</p> <ul style="list-style-type: none"> - It does not provide necessary details - It does not provide any binding agreement between the parties and 	The Applicant considers that there is sufficient space within 2A-5 so as to accommodate an additional access track for use by construction traffic of the Proposed Development. In tandem with the Applicant's position on item AW03, above, the Applicant has further updated Requirement 16 of the draft Development Consent Order [REP4-005] to commit that no solar panels or the substation relating to Field House Solar Farm would be impacted by the temporary use of parcel 2A-5 for construction purposes. The Applicant issued the updated drafting of Requirement 16 to Albanwise on 18/11/25.	<u>Under discussion</u> <u>Not Agreed</u>

Ref	Topic	Albanwise Position	Applicant's Position	Status
		<p>rather relies on the local authority as an intermediary</p> <ul style="list-style-type: none"> - It will not allay investor <u>investor</u> concerns <p><u>Albanwise has set out its final position on the drafting of Requirement 16 in its closing submissions to be submitted at Deadline 6 (19 December 2025). However, as set out in Albanwise's response to ExA Q3 [REP5-103], binding commitments in an Interface Agreement are required to provide Albanwise and prospective funders with the certainty they need.</u></p>	<p>It further considers that the provision of Requirement 16 provides sufficient comfort that the Applicant is required to minimise conflict and appropriately manage the interface between construction of the Proposed Development, Field House Farm Solar and Carr Farm Solar</p> <p><u>The Applicant has accepted all final comments made by Albanwise in relation to Requirement 16.-</u></p> <p>For clarity, the Applicant is seeking the use of 2A-5 in response to feedback received to Change Request 2. The Applicant wishes to retain a degree of separation between its construction vehicles and the residential properties to the north of parcel 2A-4 (Field House Farm).</p>	
AW06	Interface Agreement.	Albanwise is agreeable to entering an Interface Agreement but it will need to include commitments to follow an agreeable design and form of traffic management (beyond that set out in the oCTMP)	The Applicant provided a draft interface agreement to Albanwise on 27/10/25 which would secure detailed arrangements between the parties. <u>Since the initial drafting, there has been further engagement between the Applicant and Albanwise, however, no agreement has</u>	<u>Under discussion</u> <u>Not Agreed</u>

Ref	Topic	Albanwise Position	Applicant's Position	Status
		Comments were returned to RWE on 20/11/25 following a review of the proposal and the design information also supplied.	<p><u>been reached and a number of key points remain unresolved.</u></p> <p><u>-The Applicant has repeated the relevant arrangements within the draft oCTMP</u>Where appropriate, the Applicant will repeat the arrangements made within the outline Construction Traffic Management Plan. The Applicant will continue to work with Albanwise to secure the agreement, which has been shared with Albanwise.</p> <p>A revised interface agreement has been received from Albanwise which the Applicant is currently considering.</p>	

4 Signatures

4.1.1 This Statement of Common Ground is agreed upon:

On behalf of Albanwise:

Name:

Signature:

Date:

On behalf of the Applicant:

Name:

Signature:

Date:

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