



Great North Road Solar and Biodiversity Park

Statement of Common Ground with National Grid Electricity Transmission
plc

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EP Rule 8(1)(e) Planning Act 2008

The Infrastructure Planning (Examination Procedure) Rules 2010



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Revision History

Revision	Revision Date	Authorised By	Position	Comment
Issue 1	5 th December 2025	Elena Sarieva	Head of Planning	For NGET Review

1 INTRODUCTION

1.1 PURPOSE OF THIS DOCUMENT

- 1.1.1 This Statement of Common Ground (SoCG) has been prepared to support an application (the Application) for a Development Consent Order (DCO) from the Secretary of State (SoS) for Energy Security and Net Zero under Section 37 of the Planning Act 2008 (PA 2008) for the proposed Great North Road Solar and Biodiversity Park Development (the Development). The Application has been submitted by Elements Green Trent Limited (the Applicant).
- 1.1.2 This SoCG has been produced to confirm to the Examining Authority (ExA) where agreement has been reached between the Parties, and where agreement has not (yet) been reached.
- 1.1.3 SoCGs are an established means in the planning process of allowing all Parties to identify and focus on specific issues that may need to be addressed during the examination. This SoCG will be revised and updated as discussions between the Parties progress during the Examination.

1.2 PARTIES TO THIS STATEMENT OF COMMON GROUND

- 1.2.1 This SoCG has been prepared by (1) Elements Green Trent Limited as the Applicant and (2) National Grid Electricity Transmission plc (collectively, 'the Parties').

1.3 TERMINOLOGY

- 1.3.1 In the table in the Issues section of this SoCG:
- "Agreed" (Green) indicates where the issue has been resolved;
 - "Under discussion" (Amber) indicates where a matter is the subject of ongoing discussion; and
 - "Not Agreed" (Red) indicates a final position.
- 1.3.2 Where National Grid Electricity Transmission plc expresses agreement, it does so only in so far as it has considered the issue with regards to its statutory remit and on the basis of the information provided by the Applicant. Agreement is offered without prejudice to the submissions of other interested Parties who may have greater knowledge of technical or site-specific issues.

1.4 RECORD OF RELEVANT CORRESPONDENCE

- 1.4.1 The Applicant has undertaken consultation and engagement with National Grid Electricity Transmission plc throughout the development of the Application. The Applicant consulted National Grid Electricity Transmission plc in accordance with Section 42 of the PA 2008, about the Development and environmental impact assessment as part of the formal pre-application consultation and publicity procedures. This process afforded National Grid Electricity Transmission plc the opportunity to provide responses to the information provided at various stages of the pre-application process.

2 CURRENT POSITION OF THE APPLICANT AND NGET

2.1 PROTECTIVE PROVISIONS

Table 2-1 Protective Provisions

Ref	Relevant Document	Description of Matter	Applicant's Position	NGET's Position	Status
2.1.1	RR	Protective Provisions on existing NGET infrastructure	<p>The Applicant is not seeking to acquire land which is in the ownership of National Grid Electricity Transmission Plc (NGET). It's operational land at the Staythorpe substation is expressly excluded from acquisition (Plot 1/10 on sheet 1 of the Land Plans [EN010162/APP/2.2B] is shaded yellow on the land plans (land not subject to compulsory acquisition or temporary use) and the power to compulsorily acquire land in respect of that Plot has been excluded pursuant to Article 22(3) of the Draft Development Consent Order [EN010162/APP/3.1B]. Section 127(2) of the Planning Act 2008 does not therefore apply.</p>	<p>The Applicant is seeking temporary and permanent rights over several plots containing NGET existing infrastructure, including parcels 1/6, 1/7, 1/8, 1/9, 1/10, 1/11, 1/12, 1/13, 1/15, 1/16, 1/17, 1/18, 1/19, 1/20, 1/21, 1/22, 2/1, 2/2, 2/5, 2/6, 2/7, 2/8, 2/9, 2/10, 2/11, 2/16, 2/17, 2/18, 2/19, 2/20, 2/21, 2/22, 2/23, 2/24, 2/25, 2/26, 2/28, 2/29, 2/31, 2/37, 2/38, 2/40, 2/41, 2/42, 2/43, 2/44, 2/47, 3/1, 3/4, 3/5, 3/6, 3/11, 3/12, 3/13, 4/1, 4/8, 4/9, 4/14, 4/16, 5/1, 6/2, 6/3, 11/5, 11/22, 11/23, 13/3, 13/4, 13/19, 13/20, 13/21, 19/2, 19/7, 19/8, 19/23, 19/25, 19/36, 19/49, 25/7, 25/8, 25/15, 26/7, 26/8, 27/39, 28/1, 29/7, 29/8, 29/12, 31/21, 32/1, 32/2, 32/3, 32/4, 32/5, 32/6, 32/7, 32/8,</p>	Under discussion

Ref	Relevant Document	Description of Matter	Applicant's Position	NGET's Position	Status
			<p>The Applicant does seek compulsory acquisition powers over land in NGET's ownership by way of the acquisition of new rights and/or the imposition of restrictive covenants as follows:</p> <ul style="list-style-type: none"> - Plots 1/9 and 1/10 - Cable Rights and Cable Restrictive Covenant for the purposes of Work No.6 (National Grid Substation) - Plot 1/11 – Access Rights for the purposes of Work No. 8 (Access) <p>As explained in paras 11.2.4-11.2.8 of the Statement of Reasons [EN010162/APP/4.1] [APP-010] the Applicant has concluded an option agreement for easement with NGET in relation to these land parcels, however the land parcels are retained in the Draft Development Consent Order [EN010162/APP/3.1B] to ensure that the Applicant is able to overcome any third party interests in the land.</p>	<p>32/9, 32/24, 32/26, 32/31, 32/36, 32/37, 34/4, 34/5, 34/6, and 37/1 of the Land Plans and referenced in the draft Order as Work Area 2, 6, and 8.</p> <p>Further discussion and agreement with the Applicant is required in relation to the impact on its apparatus and rights.</p>	

Ref	Relevant Document	Description of Matter	Applicant's Position	NGET's Position	Status
			<p>Protection for NGET is included within the terms of the option agreement and the protective provisions in Part 1 of Schedule 13 to the Draft Development Consent Order [EN010162/APP/3.1B]. The Applicant does not consider that NGET will suffer serious detriment to the carrying on of its undertaking as a result of the compulsory acquisition of rights and restrictive covenants over land or powers of temporary possession. The test set out in section 127(6) of the 2008 Act is therefore satisfied.</p> <p>NGET has a number of category 2 interests (easements, rights and restrictive covenants) in respect of its apparatus within the Order Land. The Applicant does not currently envisage any changes to any of NGET's electrical equipment.</p> <p>Article 33 of the Draft Development Consent Order [EN010162/APP/3.1B] which</p>		

Ref	Relevant Document	Description of Matter	Applicant's Position	NGET's Position	Status
			<p>permits the Applicant to extinguish relevant rights or relocate the relevant apparatus of statutory undertakers is subject to the provisions of Schedule 13 which contain protective provisions for the benefit of statutory undertakers' assets and which ensure that NGET's interests will be safeguarded. The test in section 138 of the 2008 Act is therefore satisfied.</p> <p>The Applicant has been engaging with NGET with regard to the issues raised in their Relevant Representation.</p> <p>The Draft Development Consent Order [EN010162/APP/3.1B] includes adequate protection for NGET in Part 1 of Schedule 13 of the draft Order (Protective Provisions for the protection of electricity, gas, water and sewerage undertakers) in line with standard protective provisions for these</p>		

Ref	Relevant Document	Description of Matter	Applicant's Position	NGET's Position	Status
			undertakers, in accordance with the Planning Inspectorate Advice Note Fifteen: drafting Development Consent Orders. The Applicant continues to engage with NGET to address the points in its Relevant Representation, including negotiating bespoke Protective Provision for the benefit of NGET should that be considered appropriate through the course of technical discussion with NGET and is confident that the points raised can be resolved before the end of the examination period.		
2.1.2	RR	Protective Provisions on future NGET infrastructure	The Applicant has only recently been informed by NGET of the potential for overlap of the Development with works proposed by NGET. The Applicant seeks clarity on the location of the potential interface and the anticipated programme for NGET's works, and it has requested meetings to progress discussions.	The proposed Order limits overlap with or are in close proximity to land on which NGET already has infrastructure which is in the early stages of development but is planned to be upgraded in the near future. This will include the overhead line being reconducted (new conductor wires) and replacement of other fittings and tower parts (subject	Under discussion

Ref	Relevant Document	Description of Matter	Applicant's Position	NGET's Position	Status
			The Applicant will continue to work collaboratively with NGET on its future proposals.	<p>to obtaining the necessary consents and land rights). This would also include existing agreed easements for maintenance of the line along with any potential new accesses that may be required. These works are known as -</p> <ul style="list-style-type: none"> • Uprating of existing high voltage electricity transmission lines 400kV OHL Cottam – Staythorpe 1 – High Marham – Stoke Bardolph and 400kV OHL – High Marnham – West Burton also known as SCORE/WRRE Project <p>The SCORE/WRRE project are in early stages of development but it is essential that the Great North Road Solar and Biodiversity Park proposed works do not interfere with NGET's access and ability to undertake essential works to this existing overhead line. The proposals are part of NGET's Great Grid Upgrade – the largest overhaul of the grid in generations. NGET</p>	

Ref	Relevant Document	Description of Matter	Applicant's Position	NGET's Position	Status
				infrastructure projects across England and Wales are connecting additional renewable energy to homes and businesses and therefore NGET must ensure adequate protection for its future projects both in terms of protection for future assets and future land and rights for the delivery of these projects.	
2.1.3	RR	Compulsory Acquisition	The Applicant will continue to work with NGET regarding the draft protective provisions wording but it first requires clarity on the NGET future works referred to above.	Where the Applicant seeks powers of compulsory acquisition over NGET land or rights, the Protective Provisions must provide that the Applicant may only exercise such powers with NGET's consent.	Under discussion

3 SIGNATURES

- 3.1.1 The above SoCG is agreed between the Applicant and National Grid Electricity Distribution (East Midlands National Grid Electricity Transmission plc) plc, as specified below.

Duly authorised	Name
for and on behalf	
of Elements	Job Title
Green Trent	
Limited	Date
	Signature

Duly authorised	Name
for and on behalf	
of National Grid	Job Title
Electricity	
Transmission plc	Date
	Signature
