



Lime Down

Solar Park

Statement of Common Ground with National Grid Electricity Transmission Plc

May 2026

Revision 1

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The Infrastructure Planning (Examination Procedure) Rules 2010



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Statement of Common Ground Signatures

This Statement of Common Ground has been prepared and agreed by Lime Down Solar Park Limited (the Applicant) and National Grid Electricity Transmission Plc.

Signed on behalf of Lime Down Solar Park Limited

Name:

Position:

Date:

Signature:

Signed by National Grid Electricity Transmission Plc

Name:

Position:

Date:

Signature

1 Introduction

1.1 Purpose of this document

- 1.1.1 This Statement of Common Ground (SoCG) has been prepared as part of the proposed Lime Down Solar Park Development Consent Order (DCO) (the Application) made by Lime Down Solar Park Limited (the Applicant) to the Secretary of State for Energy Security & Net Zero (the Secretary of State) pursuant to the Planning Act 2008 (PA 2008).
- 1.1.2 This SoCG does not seek to replicate information which is available elsewhere within the Application documents. All documents are available in the deposit locations and/or the Planning Inspectorate website.
- 1.1.3 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. SoCGs are an established means in the DCO consenting process of allowing all parties to identify and focus on specific issues that may need to be addressed during the examination.

1.2 Parties to this Statement of Common Ground

- 1.2.1 This SoCG has been prepared by (1) Lime Down Solar Park Limited as the Applicant and (2) National Grid Electricity Transmission Plc.
- 1.2.2 Collectively, Lime Down Solar Park Limited and National Grid Electricity Transmission Plc are referred to as 'the parties'.

1.3 Terminology

- 1.3.1 In the tables in Section 3 of this SoCG:
- "Agreed" indicates where the issue has been resolved.
 - "Not Agreed" indicates a final position, and
 - "Under discussion" indicates where these points will be the subject of ongoing discussion wherever possible to resolve, or refine, the extent of disagreement between the parties.

2 Record of Engagement

2.1 Summary of engagement

2.1.1 The parties have been engaged in consultation since 29 January 2025. A summary of the meetings and correspondence that has taken place between the Applicant and National Grid Electricity Transmission Plc (NGET) is outlined in Table 2-1.

Table 2-1: Summary of engagement

Date	Form of Correspondence	Key Topics Discussed and Key Outcomes
29 January 2025	Email	Statutory notification under Section 42 of the Planning Act 2008 issued by the Applicant to NGET for the launch of the statutory consultation.
17 March 2025	Statutory consultation response	Response to the statutory consultation received from NGET.
3 June 2025	Email	Statutory notification under Section 42 of the Planning Act 2008 issued by NGET for the launch of the targeted consultation
14 July 2025	Email	Response to the targeted statutory consultation received from NGET to confirm no further comments provided.
29 October 2025	Letter	Notice under Section 56 of the Planning Act 2008 issued by the Applicant to the National Grid Electricity Transmission Plc.
03 December 2025	Email from NGET to Applicant	Email to info@limedownsolar.co.uk requesting GIS shapefiles to assist in identifying interactions
09 January 2026	Relevant Representation	NGET submitted a relevant representation to the Planning Inspectorate.
17 February 2026	Email from NGET to Applicant	Email to info@limedownsolar.co.uk requesting contact details to discuss protective provisions and providing NGET legal contact details
26 March 2026	Email from NGET to Applicant	Email to info@limedownsolar.co.uk requesting contact details to discuss protective provisions and legal contact details
2 April 2026	Emails between Pinsent Masons	Initial contact regarding protective provisions

Date	Form of Correspondence	Key Topics Discussed and Key Outcomes
	(Applicant's lawyers) and BCLP (NGET's lawyers)	
24 April 2026	Emails between BCLP and Pinsent Masons	Email chasing update on protective provisions
24 April 2026	Emails between BCLP and Pinsent Masons	Email providing BCLP with status update in respect of protective provisions
7 May 2026	Email from BCLP to Pinsent Masons	Email regarding protective provisions

3 Matters Raised

3.1.1 This section sets out a table for each relevant matter raised, identifying where matters are agreed, still under discussion, or not agreed.

3.2 Draft Development Consent Order

Table 3-1: Draft Development Consent Order

Reference	Sub-topic	NGET Position	Applicant's Position	Status
3.1.1	Compulsory Acquisition Powers in respect of NGET infrastructure	<p>NGET notes that the Applicant is seeking compulsory acquisition powers over several land plots (16-014, 16-016, 16-017, 16-018, 16-019) that form part of NGET's Melksham substation. Two of these plots (16-014 and 16-019) are critical for NGET's planned works and any delays could affect energisation timelines and create capacity constraints on electricity distribution.</p> <p>NGET strongly objects to any compulsory acquisition of its land, assets, or rights without agreed Protective Provisions, stating that such actions could hinder its statutory duties, future development plans, and ability to support other electricity connection customers.</p> <p>NGET also highlights that the proposals include permanent rights acquisition and</p>	<p>Protective provisions for the protection of NGET have been included at Part 3 of Schedule 15 to the Draft DCO [REP1-007]. As currently drafted, paragraph 23(1) of the protective provisions provides that the undertaker may not acquire, appropriate or take temporary possession of any land or apparatus, or interfere with any easement, interest or right of NGET, except by agreement (which must not be unreasonably withheld or delayed).</p> <p>As noted at Issue Specific Hearing 1 (see page 17 and 18 of the Written Summary of the Applicant's Oral Submissions and Responses at Issue Specific Hearing 1 and Responses to Action Points [REP1A-012]), related entities of Island Green Power are promoting a number of other solar DCOs at varying stages of the consenting process, namely Green Hill</p>	Under Discussion

Reference	Sub-topic	NGET Position	Applicant's Position	Status
		<p>temporary possession of land containing NGET infrastructure or access routes needed for maintenance. It insists that the Applicant must not be allowed to acquire or extinguish NGET's rights over land linked to existing or future electricity infrastructure, to protect ongoing and planned projects and its statutory obligations.</p> <p>The Applicant has noted that it will provide an updated form of protective provisions for NGET's review, but these have not yet been provided.</p> <p>NGET notes that if the protective provisions are not provided soon it will need to provide its preferred form of protective provisions to the Examining Authority.</p>	<p>Solar Farm. As the Applicant is a subsidiary of Island Green Power, where possible it is seeking a consistent approach with statutory undertakers to protective provisions across its projects. This includes protective provisions for the benefit of NGET.</p> <p>The Applicant understands that protective provisions are close to being agreed with NGET for Green Hill Solar Farm and once agreed anticipates that agreement of protective provisions with NGET for the Scheme will follow soon thereafter. Once agreed, these will be incorporated into the draft DCO at a future deadline.</p> <p>The solicitors acting for the Applicant and NGET respectively have agreed this approach as per their email correspondence on 2 April 2026.</p>	
3.1.2	Protective Provisions	<p>NGET objects to the Lime Down Solar Park Project until adequate protection is put in place for the benefit of NGET by way of appropriate Protective Provisions. As the design development process progresses, it is essential to ensure that no conflict arises with the proposed</p>	<p>The Applicant refers NGET to 3.1.1 in respect of the position in relation to protective provisions.</p>	Under Discussion

Reference	Sub-topic	NGET Position	Applicant's Position	Status
		<p>location of future NGET apparatus at Melksham substation and surround this location, in recognition of the strategic importance of NGET infrastructure to the transmission and delivery of future energy across the UK, as set out in the Clean Power 2030 report.</p> <p>NGET's rights to retain its apparatus in situ and rights of access to inspect, maintain, renew, repair and refurbishment such apparatus located within or in close proximity to the Order Limits should be maintained at all times and access to inspect and maintain such apparatus must not be restricted. NGET will require protective provisions to be included within the draft Order which refer to existing and future infrastructure to ensure that its interests are adequately protected and to ensure compliance with relevant safety standards.</p> <p>NGET notes that the Applicant has included protective provisions for its benefit and will undertake a full review. The protective provisions that NGET requires will align with those provisions granted under the Awel Y Môr Offshore</p>		

Reference	Sub-topic	NGET Position	Applicant's Position	Status
		<p>Wind Farm DCO, the Byers Gill Solar DCO and the Mona Offshore Wind Farm DCO</p> <p>The Applicant has noted that it will provide an updated form of protective provisions for NGET's review, but these have not yet been provided.</p> <p>NGET notes that if the protective provisions are not provided soon it will need to provide its preferred form of protective provisions to the Examining Authority.</p>		