

AENC-NG-CNS-REP-0239

Norwich to Tilbury

Volume 8: Examination Documents

**Document: 8.3.23 Draft Statement of Common Ground - Pace Nano
Energy (Grange Farm Solar) - Tracked Changes Version**

Final Issue B

May 2026

Planning Inspectorate Reference: EN020027

nationalgrid

Revision History

<u>Version</u>	<u>Date</u>	<u>Submitted at</u>
<u>A</u>	<u>26 February 2026</u>	<u>Deadline 1</u>
<u>B</u>	<u>12 May 2026</u>	<u>Deadline 4</u>

PACE Nano Energy Limited (Grange Farm Solar-Development) Draft Statement of Common Ground

1. Purpose of the Statement of Common Ground

This Statement of Common Ground (SoCG) has been prepared to outline the areas of agreement and any remaining points of discussion between National Grid and PACE Nano regarding specific issues arising during construction and/or operation from the interface between the proposed Norwich to Tilbury Project and the Grange Farm-Solar DevelopmentFarm development.

The aim is to clarify the shared understanding of any issues and facilitate an efficient resolution process.

2. Parties to the SoCG

This SoCG is agreed between National Grid and Pace Nano Energy Limited (PACE Nano).

3. Summary of matters under discussion

As requested by the Examining Authority, the below table provides an 'at a glance' summary of matters which are under discussion, together with a deadline by which such matters are expected to be resolved.

<u>SoCG ID</u>	<u>Summary of matter under discussion</u>	<u>Deadline for resolution</u>
<u>7.1</u>	<u>The Applicant is exploring design and legal measures to minimise impact, PACE Nano needs key modifications agreed before construction to avoid major loss of capacity</u>	<u>February 2027</u>
<u>7.2</u>	<u>The Applicant has adjusted designs but some interaction with PACE Nano's 132kV connection remains, both sides are discussing mitigations, with PACE seeking a binding commitment</u>	<u>February 2027</u>
<u>7.3</u>	<u>The Applicant needs permanent access but is willing to reroute it, PACE agrees if access avoids solar areas and is legally guaranteed</u>	<u>February 2027</u>
<u>7.4</u>	<u>Both parties agree formal contractual protections are</u>	<u>February 2027</u>

<u>SoCG ID</u>	<u>Summary of matter under discussion</u>	<u>Deadline for resolution</u>
	<u>needed, Heads of terms are agreed and negotiation of a detailed agreement is in progress.</u>	

4. ~~3.~~ Background

4.1 ~~3.1~~ Description of the Project/Development

National Grid Electricity Transmission plc ('National Grid') owns and maintains the national high voltage electricity transmission network throughout England and Wales. The transmission network connects the power from where it is generated to the regional Distribution Network Operators who then supply businesses and homes.

National Grid holds the Transmission Licence for England and Wales, and its statutory duty is to develop and maintain an efficient, coordinated and economical system of electricity transmission and to facilitate competition in the generation and supply of electricity, as set out in the Electricity Act 1989.

National Grid has developed plans for Norwich to Tilbury (referred to as the 'Project'). The Project would 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.

The Project comprises reinforcement of the transmission network between the existing Norwich Main Substation in Norfolk and Tilbury Substation in Essex, via Bramford Substation, the new East Anglia Connection Node (EACN) Substation and the new Tilbury North Substation.

The reinforcement is needed because the existing transmission network, even with current upgrading, will not have sufficient capacity for the new renewable energy (a substantial proportion of which would be generated by offshore wind) that is expected to connect to the network over the next 10 years and beyond. Completion of the Project, together with other new reinforcements across the country, will meet this future energy transmission demand both in East Anglia and across the UK.

The Project is a Nationally Significant Infrastructure Project (NSIP), and National Grid is seeking development consent under statutory procedures set by government. NSIPs are projects of certain types, over a certain size, which are considered by the government to be of national importance, hence permission to build them needs to be given at a national level, by the relevant Secretary of State (in this case the Secretary of State for Energy Security and Net Zero). Instead of applying to the local authority for planning permission, the developer must apply to the Planning Inspectorate for a Development Consent Order (DCO) that would grant development consent.

National Grid has submitted an application for development consent to the Planning Inspectorate. The Examining Authority (consisting of five examining inspectors), after a period of public examination, will make their recommendation to the Secretary of State for Energy Security and Net Zero, who in turn ~~will decide~~ will decide on whether development consent should be granted for the Project.

The Project is identified as critical to delivering a network which supports the clean power pathways for 2030 delivery.

The Planning Act 2008 places duties on National Grid as the DCO applicant to consult with prescribed or affected persons as well as to take account of responses to consultation and publicity. In accordance with these statutory requirements, National Grid has undertaken two non-statutory and one statutory consultation to inform its proposals, with further targeted consultations.

5. ~~4.~~ Stakeholder Interests

PACE Nano has legal interests that have the potential to interact with the Norwich to Tilbury proposals. This has been identified as Grange Farm, Old Bury Road, Suffolk. PACE Nano's legal interests are in land over which PACE Nano has planning permission under reference DC/22/02667 for: Ground mounted solar photovoltaic (PV) farm; along with continued agricultural use, ancillary infrastructure and security fencing, landscaping provision, ecological enhancements and associated works (Grange Solar Farm), launched with Mid Suffolk District Council on 23rd May 2022, It was granted on 09th November 2023.

National Grid is seeking to ensure that the interests of both parties and how they may be affected by the interaction are understood and can co-exist. From this position the aim is for the parties to agree actions to avoid or reduce the implications and for any remedial measures to be agreed. On this basis we seek the input from PACE Nano to demonstrate how their interests may be affected, how PACE Nano or National Grid and its contractors can collectively reduce those effects and input to agree the implementation of such measures. The parties intend to enter into protective provisions and any necessary legal agreement to legally secure the agreed position.

Discussions Held

- Non-statutory consultation April-June 2022 (graduated swathe)
- Non-statutory consultation June – August 2023 (draft alignment)
- Statutory consultation April – July 2024
- Landowner consultation June – July 2025
- Teams Meeting Dates: 15th May 2025, 13th June 2025, 27th June 2025, 2nd July 2025, 15th July 2025
- Following signed Heads of Terms, negotiations for a Commercial Agreement are well progressed and the parties continue to engage through regular email correspondence in relation to the matters described in this Statement of Common Ground.

6. ~~5.~~ Matters Agreed

ID	Issue	Agreement reached	Date agreed	Relevant documentation
5. 6.1	<u>Overarching issues detailed below</u>	<u>Key issues and obligations between the parties are agreed in signed Heads of Terms.</u>	<u>February 2026</u>	<u>Heads of Terms</u>

7. ~~6.~~ Matters Currently Under Discussion

ID	Issue	National Grid Position	Stakeholder Position	Status	Relevant documentation
6. 7.1	Permanent loss of development footprint	National Grid's internal design process of the Overhead Line route has tried <u>While the Applicant has designed the overhead line works to minimise the location of assets that would result in within Grange Solar Farm and to avoid permanent loss of development. With footprint wherever possible, under the current design, pylons and, oversail, low voltage diversions and rights of access are proposed to be located on the site although this has been designed to have as minimal an impact as possible. Regarding access requirements fall within the consented Grange Solar Farm site.</u>	PACE Nano identified <u>the</u> potential scale of impact to the generating capacity of the Grange Solar Farm that would affect the feasibility of the site. The parties are in the early stages of engaging on possible mitigations to minimise the extent of the impact so that both projects can come forward. PACE Nano has <u>PACE Nano</u> quantified the <u>this</u> impact in <u>terms of generating capacity and financial terms implications</u> , and it is significant.	Following pro-active discussion, the parties have identified modifications that can be accommodated within the proposed DCO and	PP-11211367 planning application with Mid Suffolk District Council on behalf of PACE Nano. <u>Draft Commercial Agreement under negotiation</u>

ID	Issue	National Grid Position	Stakeholder Position	Status	Relevant documentation
		<p>To address Areas <u>1, 2 & 3</u> referenced within comment from PACE, it is proposed that National Grid enters into a separate legal agreement with PACE NANO on the following matters: identified by PACE Nano, the Applicant will enter a legally binding agreement which will provide that:</p> <ol style="list-style-type: none"> <u>1.</u> 1) PACE NANO Energy Limited shall Nano will arrange and pay for UKPN and the fund UK Power Networks and its appointed Independent Connection Provider (ICP to carry out works) to underground all of the 11Kv 11kV overhead line affecting the Grange Solar Farm, including the procurement of all necessary securing all required land rights and consents to carry out the works. <u>2.</u> 2) NGET to pay The Applicant will reimburse all reasonably incurred costs in associated with the undergrounding works, including any reasonable legal costs (, with the payment mechanism and timing to be included defined in the full-agreement). <u>3.</u> 3) PACE NANO Energy Limited shall agree to use all Nano will use reasonable 	<p>PACE Nano has identified that NGET's proposed development affects Grange Solar Farm in three different areas (Area 1: substation interface, Area 2: access area, and Area 3: west/line area), and as such requires NGET agree to the following by way of Commercial Agreement to mitigate the loss in generating capacity:</p> <ol style="list-style-type: none"> <u>1.</u> NGET will not exercise its DCO powers in the area shaded green on the relevant plan agreed between the parties around the substation area. <p>PACE Nano has proposed 3 main modifications and has stated clearly that:</p> <p>All three modifications and agreements need to be agreed before the construction of the Grange Solar Farm starts as once it has started it can't be modified.</p> <p>All three modifications are needed to mitigate the loss to generating capacity of the Grange Solar Farm.</p>	<p>Grange Solar Farm which have the potential to mitigate the potential impact. The parties are in the early stages of discussed these modification s and how they will be secured to give both parties comfort that their projects can come forward.</p> <p>Ongoing Discussion</p>	

ID	Issue	National Grid Position	Stakeholder Position	Status	Relevant documentation
		<p>endeavours to facilitate the granting of sufficient grant of suitable alternative access rights to NGET towers PKF35 and PKF36 (as identified on the relevant plan) to the Applicant and/or UKPN (as requested) to NGET's, to the Applicant's reasonable satisfaction.</p> <p><u>4.</u> 4) NGET shall <u>The Applicant will</u> not exercise any DCO powers over the relevant area of the site PROVIDED THAT NGET, providing the Applicant is satisfied (such satisfaction not to be unreasonably withheld) that the works to underground the 11Kv overhead line are carried out <u>acting reasonably) that the undergrounding works have been completed</u> sufficiently in advance of the expiry of NGET's <u>The Applicant's</u> DCO powers.</p> <p><u>5.</u> 5) NGET shall <u>The Applicant will</u> not exercise any DCO powers over the relevant area of the site PROVIDED THAT NGET, provided the Applicant is satisfied (such satisfaction not to be unreasonably withheld) that an <u>acting reasonably) that</u> alternative access right <u>rights have</u> been granted by <u>to</u> the</p>	<p>Any reasonable costs in relation to the modifications (including legal costs) need to be borne by National Grid.</p> <p><u>2.</u> <u>Once the OHL works are undergrounded, NGET will not exercise its DCO powers in the area shaded green on the relevant plan agreed between the parties enabling PACE Nano to build out its scheme fully in this area.</u></p> <p><u>3.</u> <u>Provided NGET is satisfied with the alternative access rights granted by the landowner to towers PKF35 and PKF36 (as identified on the relevant plan), NGET will not exercise its DCO powers in the area shaded pink on the relevant plan agreed between the parties.</u></p> <p>Three requested modifications for inclusion in the side agreement are: Area 1—confirmation that NGET will commit in a legal agreement to not exercising its powers in this</p>		

ID	Issue	National Grid Position	Stakeholder Position	Status	Relevant documentation
		<p>land owner to NGET Applicant and/or UKPN (as requested) sufficiently in advance of the expiry of NGET's <u>the Applicant's</u> DCO powers.</p> <p><u>6.</u> 6) PACE NANO Energy Limited <u>Nano will</u> not install any <u>panels, structures</u>, apparatus or other structures <u>or</u> planting within the <u>DCO's</u> Limits for <u>of</u> Deviation for the 400kV overhead line other, without the <u>Applicants's</u> consent of <u>NGET</u>.</p> <p>Final Plan to be confirmed. Agreement will need to specify date by which works will need to be carried out or secured.</p> <p>Agreement will need to specify date - likely to be tied to DCO decision date of February 2027 to avoid programme delays <u>The Applicant confirms that the final plan and implementation timeline will be formalised within the agreement, and that works will be tied to the expected DCO decision date (February 2027) to avoid programme delays.</u></p>	<p>area so that PACE can build out it's scheme fully in this area.</p> <p><u>4.</u> Areas 2 and 3 <u>NGET to confirm that it</u> will assist with engagement with UKPN to underground all of the overhead line affecting the site on the existing hedgerow line to the south and to pay for any relevant costs including legal costs. Although PACE Nano will be the party communicating directly with UKPN, National Grid involvement is required to make sure that the works can be agreed on time and that PACE has no responsibility on the approval or not of these works. PACE will start construction very soon so confirmation of this point is required as soon as possible so that there is certainty prior to construction, otherwise compensation will be payable for lost capacity. NGET to confirm it will not exercise its</p>		

ID	Issue	National Grid Position	Stakeholder Position	Status	Relevant documentation
			<p>powers in the DCO over area 2.</p> <p><u>5. Any reasonable and properly incurred costs in relation to the modifications (including legal costs) will be borne by National Grid.</u></p> <p><u>PACE Nano requires the Commercial Agreement be agreed as soon as possible and well before Grange Solar Farm is operational (anticipated December 2026).</u></p>		
6.27.2	Modifications to Existing Equipment	<p>Following previous feedback from PACE Nano, National Grid has modified certain details of its proposals to reduce interaction with the proposed PACE Nano works to connect to the 132kv network.</p> <p><u>The Applicant has amended aspects of its proposals to reduce interactions with PACE Nano's intended 132kV connection works.</u></p> <p><u>The Applicant recognises that the project may still interface with PACE Nano's connection point and confirms that it will secure the necessary powers to undertake modifications required by the 132kV asset owner while maintaining PACE Nano's</u></p>	<p>PACE Nano<u>Nano's</u> interest is in ensuring its connection is maintained.</p> <p><u>As noted above, PACE Nano is willing to use reasonable endeavours to facilitate the grant of suitable alternative access rights to towers PKF35 and PKF36 (as identified on the relevant plan) to NGET and/or UKPN, to NGET's reasonable satisfaction.</u></p>	<p>Following pro-active discussion, the parties have identified modifications that can be accommodated within the projects that have the potential to mitigate</p>	<p><u>Draft Commercial Agreement under negotiation</u></p>

ID	Issue	National Grid Position	Stakeholder Position	Status	Relevant documentation
		<p><u>connection.</u></p> <p>National Grid acknowledge that its proposals to modify the local 132kv network may still have potential to interface with PACE Nano's connection arrangement into the same network. National Grid intends to secure necessary powers to facilitate such amendments as the 132kv asset owner requires which will include maintaining the PACE Nano connection. The Applicant is actively discussing design modifications with PACE Nano and is prepared to formalise agreed commitments within a legally binding agreement.</p>		<p>the potential impact and these are under discussion between the parties. Reaching agreement is subject to National Grid providing a legally binding commitment</p> <p><u>-Ongoing Discussion</u></p>	
6.37.3	Operational Effects (excluding reduced panel numbers)	<p>National Grid needs to secure<u>The Applicant requires a permanent right of access to the modified 132kv 132kV connection for future maintenance and inspection and maintenance.</u></p> <p><u>The Applicant confirms its willingness, subject to landowner consent, to relocate the access route to utilise an existing gate and</u></p>	<p>PACE Nano has a preference for site security and safety reasons for access not to be routed through its solar panel area.</p> <p><u>However, as noted above, PACE Nano is willing to use reasonable endeavours to facilitate the grant of suitable alternative access rights</u></p>	<p>With PACE Nano's support to secure landowner agreement, National Grid can</p>	<p><u>Draft Commercial Agreement under negotiation</u></p>

ID	Issue	National Grid Position	Stakeholder Position	Status	Relevant documentation
		<p><u>an agreed route within the adjoining field.</u></p> <p><u>The Applicant will formalise this access arrangement within a legally binding agreement and will not use access through the solar panel area once an alternative route is secured.</u></p> <p><u>The acting agent has confirmed the access is off Priory Road (see below).</u></p> <p><u>Further discussion to be had to finalise the route to PKF36 & PKF37.</u></p>	<p><u>to towers PKF35 and PKF36 (as identified on the relevant plan) to NGET and/or UKPN, to NGET's reasonable satisfaction.</u></p>	<p>confirm agreement to modify the permanent right of access to the cable ceiling end platform pylon to utilise existing gate from the field to which the pylon is located to a route to be agreed with the landowner. PACE Nano can support on engagement with the</p>	

ID	Issue	National Grid Position	Stakeholder Position	Status	Relevant documentation
				landowner. This is under discussion between the parties and agreement on this matter is subject to National Grid providing a legally binding commitment that this access will not be used. <u>Ongoing</u> <u>Discussion</u>	
<u>6.47.4</u>	Securing The Agreement	National Grid recognise <u>The Applicant recognises</u> that the commercial <u>and operational</u> consequences for PACE Nano of National Grid's development need to be	Not <u>Draft Commercial Agreement not yet agreed, but PACE Nano acknowledges it is well-progressed.</u>	The Parties are in the early stages of	<u>Draft Commercial Agreement under negotiation</u>

ID	Issue	National Grid Position	Stakeholder Position	Status	Relevant documentation
		<p>resolved<u>must be addressed</u> through <u>a formal contract and that contractual agreement and associated</u> protective provisions are agreed to manage the interface between the two projects to ensure that they can both be brought forward. <u>The Applicant is committed to working with PACE Nano to establish these provisions, ensuring that both the Applicant works and the Grange Solar Farm can proceed without unacceptable impacts on one another. Discussions are ongoing to define, agree, and secure the necessary detailed arrangements.</u></p>		<p>discussion to agree detailed arrangements responding to finalised detail of mitigation measures and have not yet started engaging on protective provisions. <u>Conversations are ongoing.</u> <u>Ongoing Discussion</u></p>	

Figure 1 Planned Solar Farm site (East of RG91 & RG92)

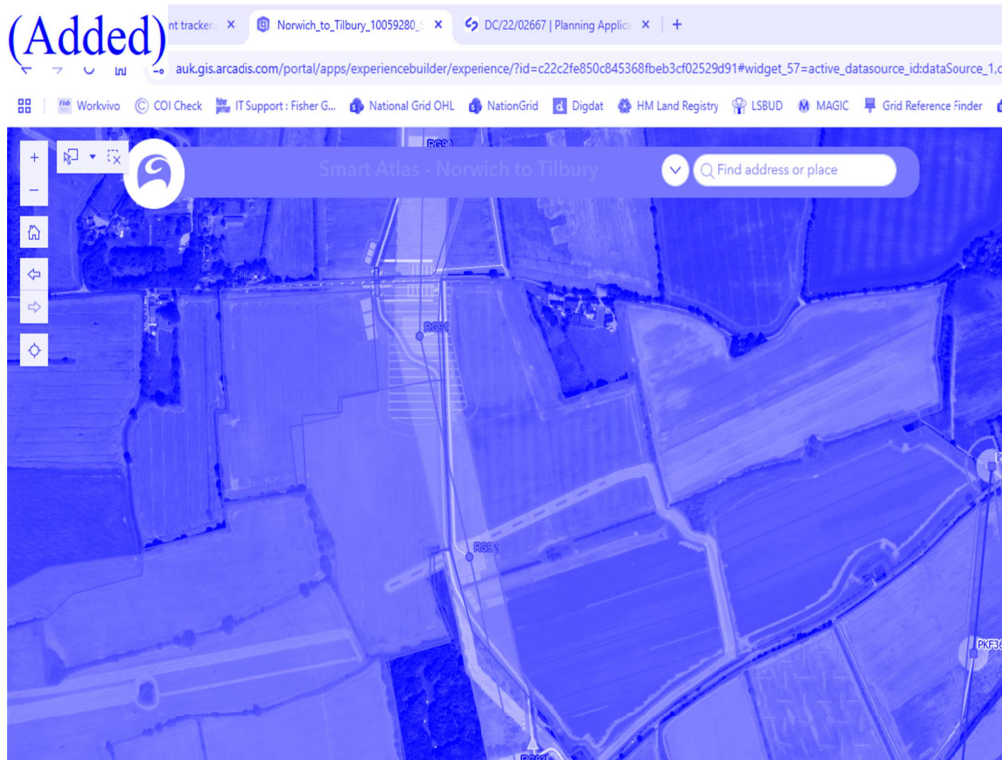
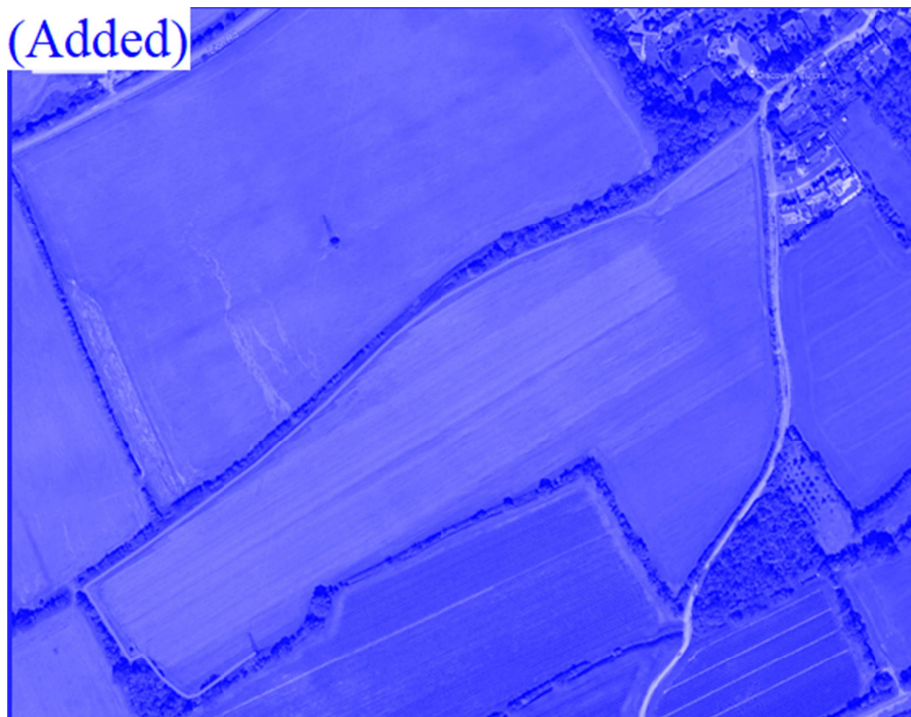


Figure 2 Confirmed Alternative Route



8. ~~7.~~ Signatures

This Statement of Common Ground is agreed upon by the undersigned parties:

For National Grid

Name: _____

Position: _____

Date: _____

For PACE Nano

Name: _____

Position: _____

Date: _____

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Changes:	
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Delete	97
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<u>Move To</u>	0
<u>Table Insert</u>	2
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	2
Embedded Excel	0
Format changes	0
Total Changes:	240