

AENC-NG-CNS-REP-0232

Norwich to Tilbury

Volume 8: Examination Documents

**Document: 8.3.16 Signed Statement of Common Ground -
Brickkiln Farm Solar Limited - Clean Version**

Final Issue C

July 2026

Planning Inspectorate Reference: EN020027

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Revision History

Version	Date	Submitted at
A	26 February 2026	Deadline 1
B	12 May 2026	Deadline 4
C	21 July 2026	Deadline 7

Brickkiln Farm Solar Limited (Brickkiln Solar Farm)

Statement of Common Ground

1. Purpose of the Statement of Common Ground

This Statement of Common Ground (SoCG) has been prepared to confirm to the Examining Authority where agreement has been reached and where agreement has not been reached between National Grid (the Applicant) and Brickkiln Farm Solar Limited (Brickkiln) regarding specific issues arising from the interface between the construction and/or operation of the proposed Norwich to Tilbury Project (the Project) and Brickkiln Solar Farm at land south of Brick Kiln Road, Mulbarton, Norwich, Norfolk (Brickkiln Solar Farm).

This final version of the SoCG has been submitted at Examination Deadline 7.

2. Parties to the SoCG

This SoCG has been prepared by the Applicant and Brickkiln.

3. Summary of Matters

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.

SoCG ID	Summary of matter under discussion	Deadline for resolution
8.1	Conductor height, span designs, pylon locations and potential shading, earthing, land use and operational interactions with Brickkiln Solar Farm. Detailed design information and assessments are awaited to inform understanding of potential impacts, mitigation measures and any related compensation considerations or indemnity requirements.	To be confirmed once the detailed design is finalised. Likely beyond deadline 7.
8.2	Completion of an earthing study to assess potential earthing interactions between the Project and Brickkiln Solar Farm and a wider electrical impact assessment, including consideration of any infrastructure modifications or mitigation measures that may be required.	To be confirmed following completion of the earthing study but prior to detailed design being finalised. Likely beyond deadline 7.

SoCG ID	Summary of matter under discussion	Deadline for resolution
8.3	Construction methodology and any potential temporary removal of PV panels, including consideration of outage implications, infrastructure protection measures and construction requirements.	To be confirmed once the detailed design is finalised. Likely beyond deadline 7.
8.4	Construction access arrangements, including exclusion zones, access routes, and the alignment of the 11kV line diversion, to ensure access to Brickkiln Solar Farm is continuously maintained during construction, operation and decommissioning of the Project.	To be confirmed once the detailed design is finalised. Likely beyond deadline 7.
8.5	Underground cable routing and diversion works, including construction methodologies, earthing clearances, operational interactions and any associated mitigation and indemnification requirements.	To be confirmed once the detailed design is finalised. Likely beyond deadline 7.
8.6	Construction arrangements, operational restrictions and construction methodologies, including consideration of potential impacts on Brickkiln Solar Farm and any associated mitigation measures.	To be completed once the detailed design is finalised. Likely beyond deadline 7.
8.7	Compensation and indemnity arrangements relating to any potential impacts arising from the construction, operation and maintenance of the Project.	To be resolved through ongoing discussions between the parties continuing beyond the end of the examination.
8.8	Land rights and acquisition proposals relating to Brickkiln Solar Farm, including consideration of proposed compulsory acquisition powers, voluntary agreements and the extent of Order Limits.	To be resolved through ongoing discussions between the parties continuing beyond the end of the examination.

4. Background

4.1 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 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. Stakeholder Interests

Brickkiln owns Brickkiln Solar Farm, an existing solar farm development with a generating capacity of 4.99 MW which has been in operation generating clean power since 2016. Brickkiln has been in correspondence with the Applicant (directly or indirectly through its agents) over the potential interaction and interface between the construction and operation of the Project and Brickkiln Solar Farm.

6. Engagement history

- Statutory consultation: April – July 2024
- Landowner consultation: June – July 2025
- Teams Meeting Dates:
 - 5 November 2024
 - 12 January 2026
 - 13 February 2026
 - 28 April 2026
 - 30 June 2026
 - 8 July 2026
- The parties continued to engage during the examination through regular email correspondence in relation to the matters described in this SoCG. However, as at the date of this SoCG, Brickkiln considers that National Grid has failed to provide sufficient information to adequately address the concerns raised in its relevant representation dated 27 November 2025 (Relevant Representation) and written representation dated 26 February 2026 (Written Representation). This has prevented Brickkiln from being able to meaningfully assess the full impact of the Project on Brickkiln Solar Farm.

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7. Matters Agreed

ID	Issue	Agreement reached	Date agreed
7.1	Pylon RG14 location	Pylon RG14 has been located outside the solar farm boundary.	July 2026
7.2	Continued engagement and collaboration to minimise impacts	The parties acknowledge the interfaces between their projects. The parties will continue to engage to coordinate these interfaces, minimise impacts where reasonably practicable, and ensure appropriate mitigation, protection measures, and reinstatement are secured.	July 2026
7.3	Construction working group	Both parties agree that ongoing coordination during the construction phase will be required. A construction-phase coordination mechanism, such as a working group, will be established to facilitate communication and to manage interactions between the Project and the solar PV facility, including matters such as access, outages, and maintenance activities. The Applicant will provide a named point of contact for the construction contractor. The scope and operation of this coordination mechanism will be agreed between the parties ahead of construction.	July 2026
7.4	Relocation / removal of solar farm panels	The parties agree that the Applicant does not require the removal of PV panels at Brickkiln Solar Farm for the erection of the proposed towers.	July 2026

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ID	Issue	Agreement reached	Date agreed
7.5	Protective provisions	Part 1 of Schedule 16 to the draft order contains protective provisions for statutory undertakers. The definition of "statutory undertaker" in the draft order includes any licence holder within the meaning of Part 1 of the Electricity Act 1989. The parties agree that as Brickkiln does not hold a licence pursuant to section 6 of the Electricity Act 1989, Brickkiln will not benefit from the protective provisions which other electricity generators will be able to rely on.	July 2026

8. Matters Currently Under Discussion

ID	Issue	National Grid Position	Brickkiln Position	Status	Relevant documentation
8.1	Conductor height and span designs and shading impacts and mitigation	The Applicant notes Brickkiln's comments regarding the need for detailed conductor heights, span designs, pylon locations, shading assessments and earthing studies in order to fully assess the potential effects of the Project on the operation of Brickkiln Solar Farm. The final pylon design, conductor type, conductor height, span lengths and position information is expected to be confirmed at detailed design. It is standard practice for detailed design conversations to progress following the close of examination, and the Applicant will share this information with Brickkiln once available. Provisional information can be also shared ahead of	Up-to-date detailed conductor height and span designs are required to allow Brickkiln to fully assess the impact of any shading on the operation of Brickkiln Solar Farm. Without such detailed designed information, Brickkiln has been unable to determine whether the current proposals for the Project could result in any permanent or long-term sterilisation of parts of the solar farm. Finalised spatial coordinates for pylons RG13 and RG14 are also awaited. Brickkiln notes that National Grid has stated that Pylon RG13 cannot be relocated due to archaeological reasons. This has not been agreed by Brickkiln as	Ongoing discussion	Relevant Representation [RR-0406] Written Representation [REP1-212] 7.21 2024 - Design Development Report for the Project [APP-359]

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		this time, but this will be subject to change as the design is finalised. Pylon RG13 cannot be relocated due to archaeological constraints. Paragraph 5.4.17 in 7.21 2024 - Design Development Report for the Project [APP-359] included in the Project's application for development consent and published on the Planning Inspectorate's website explains this design decision. The Applicant recognises Brickkiln's concerns in relation to potential shading implications of the Project on the solar farm development. Shading could be a compensation matter according to the Compensation Code or any statutory provisions. Such matters would be assessed on a case-by-case basis, in accordance with the Planning Act 2008 and the statutory Compensation Code and are not matters to be determined through the Examination of the DCO. The Applicant also notes Brickkiln's request for an indemnity. The request for an indemnity, including the need for and scope of any such provisions as well as any provisions dealing with the protection of	the documentation submitted with the DCO application does not contain sufficient detail for Brickkiln to assess the relevant archaeological constraints. Brickkiln also notes that Pylon RG14 has been located outside the boundary of Brickkiln Solar Farm, which is welcomed as it reduces the most severe earthing risk previously identified. However, in the absence of detailed design information, spatial coordinates for the pylon, and results of shading assessments and earthing studies as requested below and in previous correspondence with National Grid, Brickkiln has not been able to confirm: (i) that the new location reduces shading and operational impacts; or (ii) that no residual risks or potential issues remain. Once National Grid has supplied the updated designs and spatial coordinates, Brickkiln expects National Grid to fund the cost of an independent shading assessment. The results of this assessment will be used to inform any mitigation measures required and		

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		Brickkiln assets, will be considered within the matters to be included through the proposed Heads of Terms for a legal agreement between the parties. Brickkiln has provided an outline of provisions it wishes to see reflected in any side agreement between the parties, and these proposals have been shared with the Applicant's legal team for consideration as part of the development of Heads of Terms. The inclusion, scope and drafting of any such provisions remain subject to ongoing discussions between the parties.	anticipated compensation that may be due to Brickkiln. In the absence of such fundamental information, Brickkiln has been unable to meaningfully assess the full impact of the Project on Brickkiln Solar Farm. If Brickkiln Solar Farm is not excluded from the draft Order Limits and further information is not supplied prior to the end of the Examination stage, an indemnity will be required for any loss or damage (in each case whether temporary or permanent) caused to Brickkiln Solar Farm by the Project. A protective provisions agreement will also be required securing terms that are not less beneficial than those afforded to other electricity generators in the draft order.		
8.2	Earthing study and wider electrical impact assessment	The Applicant recognises Brickkiln's concerns in relation to potential earthing implications of the Project on their solar development. Where additional earthing is required, as a result of the Project, the Applicant will work with relevant developments to ensure sites are protected.	Necessary mitigation measures are currently unknown as sufficient technical information and design details have not been supplied by National Grid to assess remaining earthing risks and the wider electrical impact of the Project on Brickkiln Solar Farm.	Ongoing discussion	Relevant Representation [RR-0406] Written Representation [REP1-212]

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		The Applicant is commissioning an earthing study. Initial assessment work has identified that additional information is required before the assessment can be completed and any conclusions reached. This information includes the earthing design report, earthing layout drawing and equipment/fence layout for the solar farm. The Applicant will share relevant information with Brickkiln once it becomes available. The timing of completion of the assessment is dependent upon receipt of the necessary information and progression of the detailed design process. Any earthing interaction and coupling studies will be compliant with BS EN 50522, ENA TS 41-24 and the relevant national and National Grid overhead line design standards. The Applicant will continue to engage with Brickkiln regarding matters relating to clearance distances, earthing interaction and any associated mitigation measures through the assessment process. The Applicant notes Brickkiln's request for additional assessments relating to	Details of the clearance distances between the proposed pylon earthing and Brickkiln Solar Farm's perimeter earth conductor are required. Full earthing interaction and coupling studies compliant with IEC 61936-1 and IEEE 80 are required to ensure no residual coupling risk exists between Brickkiln Solar Farm and the Project infrastructure. Brickkiln must be provided with copies of the results of such studies prior to the end of the Examination stage. With regards the wider electrical impact of the Project on Brickkiln Solar Farm, Brickkiln requires National Grid to carry out an electromagnetic field / induced voltage assessment, electromagnetic interference assessment, and lightning and overvoltage assessment associated with the proposed 400 kV line. The results of such assessments must be provided to Brickkiln prior to the end of the Examination Stage to enable Brickkiln to evaluate the impact of the Project on Brickkiln Solar Farm (including any financial or other impacts caused by electrical outages) and agree		

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		electromagnetic fields, induced voltages, electromagnetic interference, lightning and overvoltage effects. The need for any further assessments beyond those already being undertaken will be considered as part of the ongoing assessment process and in accordance with the relevant design standards and technical requirements.	necessary mitigation measures and protective provisions with National Grid. National Grid must fund the costs of any design or other assessments that Brickkiln reasonably requires in light of these results. If the above requested studies and assessments have not been carried out and the results not provided in sufficient time to allow mitigation measures to be incorporated into the DCO to deal with any negative impact, the DCO should not be granted for the Project in its current form.		
8.3	Temporary removal of PV panels to create space for construction works	The Applicant will not require the removal of any PV panels for tower erection. However, there may be a need for the temporary removal of panels during tower stringing activities, after which they would be reinstated. The Applicant is pursuing methods of stringing that would not require panel removal. The detailed construction methodology will be developed as part of the detailed design process. The Applicant will continue to engage with Brickkiln regarding the proposed construction approach and any potential interactions with the solar farm	Brickkiln welcomes confirmation that the removal of PV panels will not be required for tower construction and that methods of stringing which would not require panel removal are being considered. Brickkiln will require details of the construction methodology to be supplied to confirm that the construction works for the Project can be carried out safely and without causing any damage to PV panels or associated infrastructure. It will also need confirmation of any outage impact anticipated as a result of the construction and operation of the Project.	Ongoing discussion	Relevant Representation [RR-0406] Written Representation [REP1-212]

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		infrastructure as further information becomes available. The Applicant notes Brickkiln's comments regarding potential outage impacts, consequential losses and indemnities. Any claims for compensation arising from the construction, operation or maintenance of the Project would be considered in accordance with the Compensation Code and any other applicable statutory provisions. There may also be a requirement for sections of the existing overhead line to be undergrounded, and this is to be agreed directly with UKPN. The Applicant does not anticipate that the Project will require the permanent removal or relocation of existing solar farm infrastructure and is progressing the design on that basis. Should any requirement be identified through detailed design, the Applicant will engage with Brickkiln regarding the implications and any appropriate mitigation measures. Brickkiln has provided an outline of provisions it wishes to see reflected in any	Notwithstanding the above, as National Grid has not been able to confirm that no Brickkiln infrastructure will need to be removed or relocated in connection with the Project, Brickkiln remains of the position that a full indemnity for any damage and consequential losses, including loss of profit, will be required from National Grid. To the extent that the relocation or removal of any Brickkiln infrastructure is required, the number of PV panels and duration for which they must be removed must be confirmed in order for Brickkiln to assess the anticipated loss of business revenues (which will include PPAs and subsidies). Brickkiln will also require protective provisions securing: (i) the ability for Brickkiln to stipulate reasonable requirements where any DCO works involve interference with Brickkiln's infrastructure; (ii) the provision of equivalent alternative infrastructure where any infrastructure is removed or displaced; (iii) continuous access to Brickkiln infrastructure (or alternative infrastructure); and (iv) reimbursement of any and all		

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		side agreement between the parties, and these proposals have been shared with the Applicant's legal team for consideration as part of the development of Heads of Terms. The inclusion, scope and drafting of any such provisions remain subject to ongoing discussions between the parties	costs incurred by or on behalf of Brickkiln as a result of the construction, operation or maintenance of the Project. Brickkiln must also be kept informed of discussions with UKPN about undergrounding of the existing overhead line to the extent that it could interfere with Brickkiln Solar Farm. Given the uncertainty at this stage of the impact that the Project will have on Brickkiln Solar Farm, an indemnity from National Grid for the benefit of Brickkiln for all losses resulting from the Project is required.		
8.4	Construction access route	The proposed construction access route extends from the north and is located outside of the solar farm site, with no anticipated impact on the solar panels. The Applicant's current proposals do not include haul roads or working areas within the operational area of Brickkiln Solar Farm. Construction access arrangements and construction methodology will continue to be refined through the detailed design process. The Applicant will continue to	The consultation plans showed haul roads and working areas which overlapped with operational infrastructure at Brickkiln Solar Farm. Whilst it is noted that the current proposals do not include haul roads or working areas within the operational area of Brickkiln Solar Farm, updated information regarding access and haul road arrangements for the Project must be supplied as it becomes available to allow Brickkiln to evaluate any expected	Ongoing discussion	Relevant Representation [RR-0406] Written Representation [REP1-212]

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		engage with Brickkiln regarding any potential interactions with the solar farm and will share relevant access, layout and construction methodology information as it becomes available. The Applicant recognises the need for Brickkiln and its employees, agents and contractors to maintain access to the solar farm for operational and maintenance purposes. The Applicant will continue to consider access requirements as part of the detailed design and construction planning process and will seek to maintain appropriate access arrangements throughout construction, subject to relevant health and safety requirements. The request for an indemnity - including the need for and scope of any such provisions as well as any provisions dealing with the protection of Brickkiln's assets, will be considered within the matters to be included through the proposed Heads of Terms for a legal agreement between the parties.	impediments to the operation and maintenance of Brickkiln Solar Farm. Unrestricted 24-hour access to Brickkiln Solar Farm infrastructure and PV panels must be maintained for Brickkiln and its agents, contractors and employees. The Project cannot interfere with such access requirements. As National Grid has not yet supplied details of its construction methodology and how construction will be managed within or in the proximity of an operational solar farm, Brickkiln has not been able to meaningfully assess the level of impact the Project is likely to have on operations at Brickkiln Solar Farm. Given National Grid cannot confirm at this stage whether access will be interrupted, Brickkiln requires an indemnity for any losses stemming from the construction, operation and maintenance of the Project.		

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8.5	Underground cable routing	The UKPN underground cable diversion is currently with UKPN for further contact with Brickkiln for methodology and timescales. Details of the diversion design, programme and any associated outage requirements remain subject to development by UKPN. The Applicant will continue to engage with both UKPN and Brickkiln regarding the proposed diversion and any potential interactions with the operation of Brickkiln Solar Farm. The Applicant notes Brickkiln's comments regarding indemnities and potential losses associated with the diversion works and the Project. Any claims for compensation arising from the construction, operation or maintenance of the Project would be considered in accordance with the Compensation Code and any other applicable statutory provisions. The Applicant also notes Brickkiln's request for an indemnity. The request for an indemnity, including the need for and scope of any such provisions, will be considered within the matters to be included through	Full details of the proposed 11kV diversion through the Solar Farm are required. Such details must include full details of the diversion design, construction programme and anticipated outage duration. National Grid must also confirm that continuity of Brickkiln Solar Farm's grid connection will be protected throughout construction and operation of the Project. This should be guaranteed by protective provisions. Brickkiln also requires an indemnity from National Grid covering generation losses, additional operational costs, grid related liabilities, insurance costs, professional fees and consequential business losses arising from the diversion works (and the Project as a whole). No such indemnity has yet been offered by National Grid.	Ongoing discussion	Relevant Representation [RR-0406] Written Representation [REP1-212]

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		the proposed Heads of Terms for a legal agreement between the parties. Brickkiln has provided an outline of provisions for consideration as part of the development of Heads of Terms. The inclusion, scope and drafting of any such provisions remain subject to ongoing discussions between the parties.			
8.6	Other construction arrangements - including solar farm operational restrictions and construction methodologies	The Applicant will confirm information on any operational restrictions and relevant construction methodology information through its delivery partner and / or UKPN (as relevant) when that information becomes available. Information relating to construction and maintenance access arrangements, including crossing points, exclusion zones and any outage or isolation requirements, will be developed through the detailed-design process and shared with Brickkiln as appropriate. The installation of the pylon foundations is not expected to have any detrimental impact on the PV panels as this will be utilising non-percussive construction methods.	Mitigation measures relating to operational restrictions will be required. Detailed construction methodologies and construction and maintenance access arrangements, particularly in relation to crossing points, exclusion zones and outage / isolation requirements arising as a result of the 11kV line diversion or otherwise, are required. As noted above, protective provisions should secure the opportunity for Brickkiln to stipulate reasonable requirements where any works involve interference with Brickkiln's infrastructure. As above, given the lack of information available to enable a comprehensive assessment of the risks to Brickkiln Solar	Ongoing discussion	Relevant Representation [RR-0406] Written Representation [REP1-212]

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		The Applicant proposes to progress a construction interface management plan with Brickkiln. The Applicant notes Brickkiln's comments regarding indemnities and potential losses arising from the Project. Any claims for compensation arising from the construction, operation or maintenance of the Project would be considered in accordance with the Compensation Code and any other applicable statutory provisions. The Applicant also notes Brickkiln's request for an indemnity. The request for an indemnity, including the need for and scope of any such provisions, will be considered within the matters to be included through the proposed Heads of Terms for a legal agreement between the parties. Brickkiln has provided an outline of provisions for consideration as part of the development of Heads of Terms. The inclusion, scope and drafting of any such provisions remain subject to ongoing discussions between the parties.	Farm, National Grid will need to supply an indemnity to cover any loss or damage caused by the Project.		

ID	Issue	National Grid Position	Brickkiln Position	Status	Relevant documentation
8.7	Compensation and Indemnity	The Applicant notes Brickkiln's request for a comprehensive indemnity in respect of losses and impacts arising from the Project. The request for an indemnity, including the need for and scope of any such provisions, will be considered within the matters to be included through the proposed Heads of Terms for a legal agreement between the parties. The Applicant will continue to seek to avoid or minimise impacts on Brickkiln Solar Farm through the design, construction and operating of the Project and through ongoing engagement with Brickkiln. Where mitigation of solar apparatus is not possible and the Applicant agrees that temporary removal of solar apparatus is required to allow the Applicant to construct the Project, the Applicant would welcome discussion with Brickkiln to agree costs for the associated works, which would include an undertaking for associated costs e.g. professional representation and project management costs where required. Any claims for compensation arising from the construction, operation or maintenance of the Project would be considered in	NGET must provide Brickkiln with an indemnity to cover: - any generation losses, including losses attributable to routine maintenance being impeded by the construction or operation of the Project; - any losses or damage to solar farm infrastructure, including PV panel tables and associated apparatus, and any direct or consequential business losses suffered by Brickkiln Solar Farm, including outage-related costs and costs incurred in repairing or replacing PV panel tables, as a result of damage or disruption caused during the construction and operation of the Project. - any additional operation and management and staffing costs; - any grid-related charges, liabilities, or penalties; - any professional fees; - any direct or consequential business losses arising as a result of the Project, including but not limited to the diversion	Ongoing discussion	Relevant Representation [RR-0406] Written Representation [REP1-212]

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		accordance with the Compensation Code and any other applicable statutory provisions.	works associated with the 11 kV line and any electrical outages resulting from the construction, operation or maintenance of the Project; - any losses or damage suffered by Brickkiln and/or Brickkiln Solar Farm as a result of the ongoing operation of the Project, including but not limited to loss or damage resulting from maintenance and repair works carried out in respect of the Project; - any increases in insurance premia; - any impacts associated with compliance with Ofgem accreditation, Health & Safety Inspectorate, Environment Agency or any other regulator; - reputational damage; and - public safety. The indemnity must be entered into prior to the making of the DCO in order to ensure Brickkiln's interests are protected prior to the grant of development consent for the Project.		

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			Compensation for any impacts of the Project must also be provided in accordance with all relevant statutes and guidance to the extent that Brickkiln has not already recovered any losses pursuant to the indemnity.		
8.8	Compulsory acquisition of land and rights over Brickkiln Solar Farm	The Applicant notes Brickkiln's position. Information regarding the justification for the proposed compulsory acquisition and temporary possession is set out within Section 6 of 4.1 Statement of Reasons [REP3-010]. Information regarding the identification, assessment and refinement of route and alignment options has also been provided and published as part of the application for development consent. This process included consideration of alternative alignments, stakeholder feedback and the use of underground cabling where appropriate. The Applicant's position on undergrounding is summarised in Section 3.4 of 8.8.2 Applicant's Comments on Local Impact Reports [REP2-030], with further information provided throughout the application and examination documents.	National Grid has not supplied evidence to suggest that reasonable alternatives to compulsory acquisition of the rights over Brickkiln Solar Farm have been considered. National Grid has also not engaged in negotiations with Brickkiln for the voluntary acquisition of any rights which may be needed to date. National Grid has not demonstrated that there is an overriding case in the public interest to justify the acquisition of Brickkiln's land and rights. Section 3.2 of 5.6 Planning Statement [APP-085] identifies the need for the Project as associated with the growth in the volume of renewable and zero carbon generation. It would therefore be counterintuitive for the generation of renewable energy at Brickkiln Solar Farm to be disrupted by the compulsory acquisition of rights to enable	Ongoing discussion	Brickkiln's affected person representation dated 18 June 2026 4.1 Statement of Reasons [REPS-010] 8.8.2 Applicant's Comments on Local Impact Reports [REP2-030] 5.6 Planning Statement [APP-085]

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ID	Issue	National Grid Position	Brickkiln Position	Status	Relevant documentation
		The proposed alignment reflects the outcome of the wider route selection and design development process. During engagement with Brickkiln, the Applicant has considered the routeing amendments put forward and has explained that the suggested alignment would introduce additional constraints and considerations, including archaeological constraints associated with the RG13 area, alongside other environmental, engineering and deliverability considerations. The Applicant acknowledges that the extent of any losses arising from the Project will depend on the detailed design and circumstances applicable at the relevant valuation date. Any claim for compensation would be considered in accordance with the relevant statutory compensation framework. The Applicant remains committed to ongoing engagement with Brickkiln regarding the operation of Brickkiln Solar Farm and any potential effects arising from the Project. Any claim for losses arising from the Project would be informed by continuing detailed	the improvements to low-carbon transmission infrastructure which will be delivered by the Project. No site-specific assessment has been provided to justify the need for such rights to be compulsorily acquired. Brickkiln notes the Applicant's general position on undergrounding set out in Section 3.4 of 8.8.2 Applicant's Comments on Local Impact Reports [REP2-030]. However, Brickkiln is not satisfied that all reasonable alternatives, which may include but are not limited to undergrounding, have been considered in relation to the part of the Project in the vicinity of Brickkiln Solar Farm. Due to the lack of information supplied by National Grid to date, Brickkiln has not been able to evaluate the full extent of the losses which could result from the compulsory acquisition of such rights. It is therefore not possible to assess the weight that should be given to such losses when weighing them in the planning balance against the benefits of the Project.		

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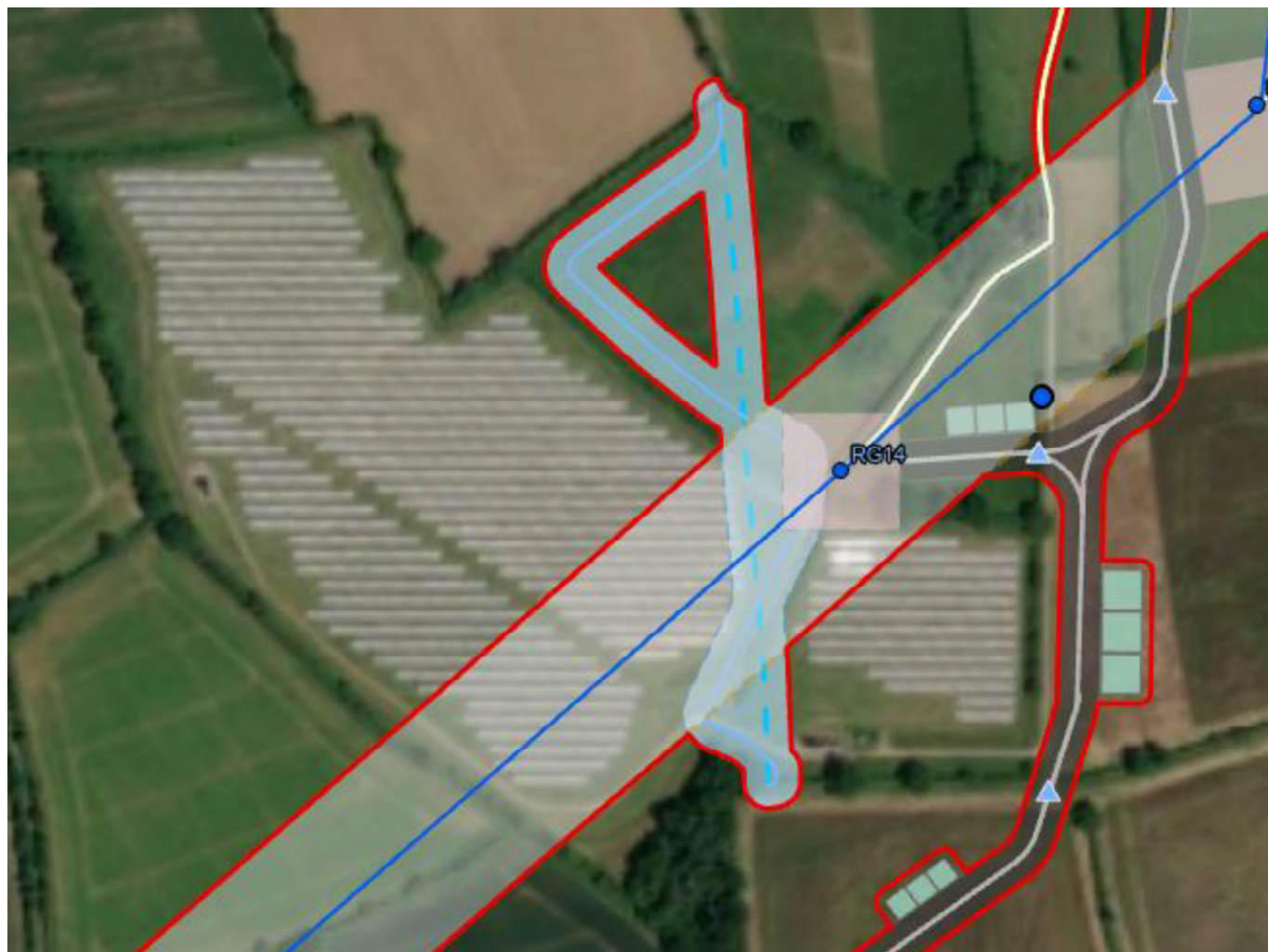
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ID	Issue	National Grid Position	Brickkiln Position	Status	Relevant documentation
		design within the Project's Order Limits and Limits of Deviation and the circumstances at the valuation date for any such claim. The Applicant notes that meetings have been held with the Landowner regarding Heads of Terms, which included consideration of the potential for the voluntary acquisition of rights required for the Project. The Applicant remains committed to continued engagement with the Landowner and relevant stakeholders in relation to these matters.			

Current Active Site

Figure 1 Location of Brick Kiln Solar Farm in relation to the Project alignment



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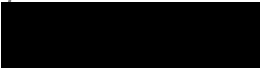


9. Signatures

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

For National Grid

x----- DocuSigned by:



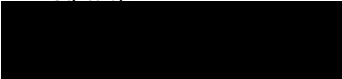
Name:  _____

Position: Project Director _____

Date: 21/07/2026 _____

For Brickkiln Farm Solar Limited

z¹ Signed by:



Name:  _____

Position: Director _____

Date: 20 July 2026 _____

National Grid plc
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