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**Date:** 4 March 2016

Dear Sirs

**Application by National Grid Gas plc for an Order Granting Development Consent for the River Humber Gas Pipeline Replacement Project**

**The Land to the North & South of East Marsh Road, Goxhill, Barrow Upon Humber, North Lincolnshire ("the Property")**

We write further to our previous letters, dated 26 October, 17 November and 21 December 2015 and 22 January and 16 February 2016 respectively.

As you know, we act for The Corporation of Trinity House of Deptford Strond and we recently received a copy of your letter dated 26 February 2016 comprising additional questions seeking further information.

With reference to the additional question relevant to our client, we comment as follows:

	Question to	Question
1.	All Interested Parties	<p>If voluntary agreement on the compulsory acquisition of land or rights over land is not reached, please supply final position statements.</p> <p><i>As indicated throughout, our client has been engaged in private treaty negotiations with National Grid Gas plc ("<b>National Grid</b>") and John Finch (the tenant farmer) for some months. Progress continues to be made at both legal and agent level, and all parties appear committed to completing a deal by private treaty, particularly our client and Mr Finch.</i></p> <p><i>The only outstanding matters on the negotiations relate to restoration of the Property once the Project is complete and the payment by National Grid of adequate compensation to ensure that, in particular, the livelihood of Mr Finch is not prejudiced by National Grid's occupation and use of the Property. These points are currently the focus of discussion between our client's agent and the agents for National Grid and Mr Finch respectively. The agents are working to achieve an</i></p>



*acceptable way forward for all parties, and all parties are expectant that a resolution can be achieved shortly.*

*We remain of the view that no powers of compulsory acquisition are appropriate in relation to the Property as the parties are eminently capable of concluding a deal by private treaty and there is a clear will and desire to do so as soon as possible. Our view is in line with government guidance on the compulsory acquisition of land, which provides that authority to acquire land compulsorily should only be sought if attempts to acquire by agreement have failed ('Planning Act 2008 – Guidance relating to procedures for the compulsory acquisition of land', paragraph 25 (September 2013)).*

*Notwithstanding the above, if the determination is made that compulsory powers are to be granted, we would accept temporary powers of acquisition as currently proposed under Article 26 of the draft Development Consent Order (with the exception of the powers set out in Article 26(3) regarding the period of time that National Grid may stay in possession after completion of the Project, in relation to which you already have our comments).*

Yours faithfully

*Forsters LLP*

**Forsters LLP**

