PROOF OF EVIDENCE

CAMBOURNE TO CAMBRIDGE BUSWAY ORDER. (REF DPI/E0535/25/1)

J & WR Sadler Crome Lea Farm, Madingley Hill, Coton, Cambridge.

15th August 2025

Submitted by Rob Sadler BSc MRICS
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Public Inquiry Manager – Gately Hamer att. Joanna Vincent

Re: Cambourne to Cambridge Busway Public Inquiry

Executive Summary

1. This Proof of Evidence does not address in detail the widely acknowledged concerns over poor value for money or environmental harm caused by the Cambourne to Cambridge Busway, particularly the off-road section between Long Road and the M11. These important matters will be covered by other objectors and I fully endorse their position. In line with the Planning Inspector's guidance, I have focused my evidence on the procedural and professional failings of the Applicant in its dealings with my family, who are directly affected landowners.

2. Despite over a decade of meetings, the Applicant is unable to provide a single agenda, minute, or file note prior to April 2024 relating to its dealings with my parents, John & Wendy Sadler. This absence of documented engagement fundamentally undermines the legitimacy and fairness of the compulsory acquisition process.

3. We urge the Planning Inspector to weigh these procedural failures heavily. Without records, it is impossible to verify whether the Applicant has met its statutory consultation duties. The lack of engagement, the mishandling of sensitive matters such as a family burial site, and a failure to address major access and safety issues relating to farm access and pedestrian crossings all point to a flawed process.

4. We also highlight the existence of a credible and cost-effective on-road alternative route, which would avoid the environmental and operational harm caused by the off-road proposal and deliver comparable or improved benefits at over £100 million lower cost. This must be considered seriously given the UK's current fiscal pressures.

5. The landowner has consistently made clear their willingness to cooperate with a viable on-road alternative, including the voluntary surrender of a modest and proportionate strip of land, provided that engagement is fair and reasonable.

Section 1: Introduction and Background

6. My name is Rob Sadler. I submit this Proof of Evidence on behalf of my parents, John & Wendy Sadler, who are the landowners and operators of Crome Lea Farm, Madingley Hill.

7. I am a Chartered Surveyor with over 30 years' experience. My career includes senior roles at Savills, such as Head of Office (Cambridge), Head of Commercial for the East of England, and Executive Head of Savills Science – a national programme focused on innovation and science park development. I have acted as Client Director for several Oxford and Cambridge Colleges, including St John's College and Trinity Hall. I have previously been called to provide expert witness on the Life Science and Innovation sector. I now run my own development business focused on delivering science and innovation campuses.

8. I am pro-development and support the principle of improving transport links between Cambourne and Cambridge. I recognise the urgent need to improve access to the Cambridge Biomedical Campus, the largest life sciences and innovation cluster in Europe.

9. I moved back to Cambridge in January 2024 and became involved with the family farming operation. At that point, I took over all communications with the Greater Cambridge Partnership regarding the Cambourne to Cambridge Busway. Until this time, I had no involvement with the busway whatsoever, and all prior engagement was handled by John & Wendy Sadler.

Section 2: Description of the Land and Impact of the Busway

10. The Sadler family has farmed Madingley Hill for three generations. The total holding extends to 200 acres of Grade II arable land. John & Wendy Sadler live at the southern end of the farm on Whitwell Way, Coton. I live at the northern end, at Crome Lea Farm House, and my brother and his family live nearby at Woodfield House also on the North side of the farm along Madingley Road.

11. The proposed off-road section would cut directly through the centre of the holding, severing every field currently farmed. On an average day, there are between 20 and 30 crossings over this route, including movements by farm machinery (tractors, combines, trailers, and articulated machinery), staff cars, and family members. The land is regularly accessed by children, grandchildren, visiting friends, and Wendy Sadler, who is registered disabled. Family and visitors frequently walk, cycle or use scooters along existing farm tracks that the proposed off-road section will cut across. Despite repeated requests, no design solution or assurance has been provided by the Applicant to demonstrate how these essential everyday movements across our land would be safely maintained.

12. The Applicant has failed to properly assess the impact of severance on our farming operation, let alone propose a workable mitigation strategy. This would not be acceptable in any professional acquisition process.

Section 3: Procedural Failings and Lack of Records

13. Since becoming involved in April 2024, I have made repeated requests to the Applicant and its legal team for copies of any agendas, minutes, or meeting notes relating to discussions with John & Wendy Sadler over the previous years. The Applicant's solicitor, Mr Adam Richards of Womble Bond Dickinson, has confirmed that no such records exist.

14. On 29 July 2025, I sought final confirmation of this position. Mr Richards replied: "*Where formal records exist… this has already been provided."* (See Appendix A)

15. We understand this to mean that no agendas, minutes, or even basic file notes are held for any meetings with the Sadler family during that entire period. This is not a minor procedural lapse it is a serious failure of governance.

16. John and Wendy Sadler, now in their late 70s, were unrepresented throughout their long engagement with the Applicant. Given the known sensitivities including the severance of a third-generation family farm and the presence of a burial site, the absence of any formal record of meetings or correspondence is unacceptable. Landowners have a reasonable expectation that their views will be properly documented and considered. The Applicant's failure to do so has placed the Sadler family at a significant disadvantage and calls into question whether statutory duties for fair and inclusive consultation have been met.

17. In correspondence dated 10 October 2024, the Applicant confirms that they had only met the Sadlers twice up to April 2024.

18. The Applicant also confirms that "*the design of the scheme was subject to 4 public consultations, and landowners have had the opportunity to input during that process."* (See Appendix B)

19. This statement is deeply concerning. The Applicant cannot rely on public exhibitions or general consultations as a substitute for direct engagement with affected landowners. Public consultations are designed to gather broad feedback on a scheme; they are not a proxy for the close, transparent communication required when an authority seeks to acquire private land through compulsory powers.

20. The Planning Inspectorate's guidance is unequivocal: acquiring authorities must provide evidence of meaningful, documented engagement with landowners. In Mott v Environment Agency [2016] EWCA Civ 564, the Court of Appeal found that general consultation processes do not excuse the failure to engage fairly with individuals whose property rights are directly affected. The Applicant's reliance on public consultations, without ensuring a clear record of landowner engagement, risks rendering the acquisition process procedurally flawed and potentially unlawful.

21. A particularly striking example of the Applicant's lack of transparency is their further comments in the email dated 10th October 2024, which revealed for the first time that the scheme had been under a "design freeze". This critical information had never been disclosed during my meeting with the Applicant's agents (CBRE) in April 2024, nor during a site meeting with the Applicant in July 2024. At no point was a design freeze confirmed until the 10th of October 2024 despite those earlier meetings being prime opportunities for open and honest engagement. The timing and manner of this disclosure fundamentally undermine the Applicant's claim of having conducted fair and transparent consultation.

22. This procedural failure is further underlined by the Applicant's statement in a letter dated 25 September 2024, claiming that minutes existed for a meeting in 2020. In reality, no such minutes, agendas, or formal correspondence exist. The Applicant was referring to a brief, informal file note drafted by Stuart Sadler, the younger son of John and Wendy Sadler, who is a schoolteacher with no professional background in property or farming.

23. Furthermore, on 29 July 2025, the same date set by the Planning Inspector for submission of Statements of Common Ground (SoCG), the Applicant informed us that a draft SoCG would *"shortly"* be provided. This left no meaningful opportunity for input, contrary to the spirit of collaborative agreement that a SoCG is meant to reflect.

24. Acquiring authorities are expected to act transparently, reasonably, and with full regard to the rights of affected individuals. The Applicant's failure to properly record its dealings with the landowners represents a fundamental breach of these expectations. Without a reliable audit trail, there is no way for this Inquiry to judge whether engagement was fair or sufficient.

Section 4: Analysis of the Applicant's Record of Engagement dated 30.07.2025 (See Appendix C)

25. In response to requests for evidence of historic engagement, the Applicant has since produced a "record of engagement" table dated 30th July 2025. This table, incorporated into the draft Statement of Common Ground (SoCG), is wholly inadequate and fails to demonstrate any meaningful dialogue with the landowners.

26. The table consists almost entirely of one-way administrative correspondence. There are no records of meetings being minuted, no structured discussion of landowner concerns, no notes of site visits and no engagement with the core issues raised in this proof of evidence. It amounts to little more than a list of emails and calls, many of which are trivial and procedural.

1. Fabrication and Misleading Representation of my involvement.

27. Entry 09/03/2017 – an email noting my change of address is entirely irrelevant. Its inclusion appears to artificially lengthen the engagement timeline and is misleading in a document intended to demonstrate project related matters.

28. Entry 07/09/2023: the table refers to a change in representation. This is factually incorrect. My first actual involvement began in April 2024. Any prior reference is a fabrication.

2. Stuart Sadler – No Relevant Expertise

29. Several entries (e.g., 12/04/2019, 27/01/2020, 19/05/21) list Stuart Sadler as the contact. Stuart Sadler is a schoolteacher with no relevant property, planning, or agricultural experience. The Applicant's attempt to characterise these interactions as legitimate engagement with authorised representatives is fundamentally flawed. Engaging with an unqualified party who had no mandate to negotiate is a procedural failing and cannot be classed as proper consultation.

3. Only 9 Entries before April 2024.

30. The table lists only 9 entries up to April 2024 that could loosely be described as “engagement”.
31. 09/03//2017 – Email concerning change of address (irrelevant)
32. 15/03/2017 – Follow up email (no substance)
33. 15/03/2017 – request for a report (no response noted)
34. 12/04/2019 – Letter offering a meeting (no evidence meeting occurred)
35. 27/01/2020 – Meeting with S Sadler (no evidence of agenda, minutes, file notes)
36. 19/05/2021 – Telephone call with S Sadler (no evidence of agenda, file note)
37. 26/05/2021 – Site visit with S Sadler (no evidence of agenda, minutes, file notes)
38. 29/03/2022 – Land Interest Questionnaire (LIQ) sent (procedural correspondance)
39. 06/04/2022 – LIQ follow up email (procedural)

4. Patten of Padded, low value entries

40. Between April 2022 to April 2024, the table is padded with low value entries such as:
41. Survey requests (21/07/2022, 26/08/2022).
42. Chasing emails for paperwork (15/09/2022, 23/09/2022).
43. License agreements for access (01/12/2022).
44. These are only a sample of internal administrative chasers, not genuine engagement activities. They do however demonstrate that the Landowner has cooperated fully to the many survey requests.
45. Critically, there is no documentation or even reference to substantive discussions around:

    1. The burial site

    2. Safety concerns around free and unencumbered crossing by family, staff and machinery.

    3. Agricultural severance and mitigation options.

    4. Alignment alternatives or land take justification.

    5. The heads of terms process or approach to negotiation.

46. The Applicants Record of Engagement is a poor attempt to rewrite history. The inclusion of irrelevant or fabricated entries cannot substitute for the genuine engagement that is required under compulsory acquisition procedures. This is not a record of engagement, it is a record of neglect.

47. While the Applicant may point to its wider programme of public consultation as evidence, it is critical to underline that public consultation cannot and does not discharge the specific obligation to engage directly with individual landowners whose property is subject to compulsory acquisition.

48. National guidance is unequivocal on this point. The DCLG's "Guidance on Compulsory Purchase Process and The Crichel Down Rules" (2019) makes clear that acquiring authorities must not rely solely on general public consultation exercises, but instead are expected to undertake direct, early, and meaningful negotiation with affected landowners. These obligations exist precisely because compulsory acquisition involves an exceptional interference with private property rights and must be approached with procedural fairness and individualised attention. The table below sets out these procedural failings:

Procedural Step	**Expected Standard**	**Applicant's Actual Conduct**	**Evidence Reference**
1. Formal early notification	Send introductory letter explaining scheme, process, and rights.	No such letter issued to the Sadler family.	Absence in SoCG Table 2.1.1 and family records.
2. Provide clear maps/info	Supply route maps, drawings, and plain-English explanation early.	No comprehensive maps until 2022 -2024; early contact vague.	SoCG Table 2.1.1-March-April 2017.
3. Offer early meeting	Arrange meeting promptly before design fix.	First meeting 27/01/2020 - nearly 3 years late.	SoCG Table 2.1.1 27/01/2020.
4. Record and respond to feedback	Keep agendas, minutes, and note responses to concerns.	No agendas, minutes, or file notes for any meeting/call.	SoCG Table 2.1.1 General absence.
5. Explain process and rights	Outline CPO/TWAO process, rights, and opportunities	No evidence of such explanation before late design stages.	General absence in record.

49. No introductory letter has been received or disclosed by the Applicant which explains the scheme, the statutory process, and the landowners' rights. The absence of such a document, if it exists, is a material omission, and if it does not exist, it confirms the Applicant's failure to meet the most basic requirement of early engagement.

50. The deficiencies set out in the Applicant's Record of Engagement are not minor administrative oversights; they represent a structural failure to comply with both the spirit and the letter of accepted procedural standards. These failures undermine the credibility of the Applicant's Draft Statement of Common Ground, which relies heavily on that same flawed record as proof of engagement. The absence of early formal notification, the lack of recorded meetings, and the omission of any substantive consideration of landowner concerns have directly shaped the one-sided nature of the SoCG examined below.

Section 5: Analysis of the Applicant's Draft Statement of Common Ground (See Appendix C)

51. The Applicant's Draft Statement of Common Ground (SoCG), specifically Table 3.1.1, fails to establish any meaningful common ground with the landowners. It is a document that relies on circular reasoning, self-referencing reports, and lacks engagement on the substantive issues raised. However, observations are as follows:

Issue 1 – Cost Benefits

52. The landowner raised legitimate concerns about the excessive cost of the proposed scheme, highlighting that a viable on-road alternative adjacent to the A1303 could deliver savings exceeding £100 million. The Applicant's response simply cites its own Estimate of Costs and refers back to an internal assessment dismissing the alternative.

Issue 2 – Loss of Green Belt Land

53. The Applicant's response to Green Belt impacts is a generic restatement of its Planning Statement and Green Belt Assessment conclusions. It fails to address the central point that an on-road alternative exists which would avoid or minimise Green Belt harm.

Issue 3 – Consultation and Decision-Making Process

54. Despite repeated concerns raised by the landowners regarding poor record-keeping, lack of transparency, and tokenistic consultation, the Applicant merely refers to Section 2 of the SoCG as evidence of "ongoing engagement since 2017." As demonstrated in Section 4 of this Proof of Evidence, the Applicant's Record of Engagement is padded with irrelevant entries and lacks any evidence of meaningful dialogue. The Applicant's response entirely sidesteps these concerns.

Issue 4 – Failure to Consider On-line Alternative

55. The Applicant's response to this issue is dismissive, referring back to its own earlier conclusion (see Issue 1). The Applicant's response reflects a refusal to properly consider alternatives in good faith.

Issue 5 – Burial Site

56. The Applicant now finally accepts that the Sadler family burial site falls within the scheme's Order Limits. However, no mitigation or action plan is proposed. The Applicant's statement that it "recognises the sensitivity" and "proposes to continue dialogue" is procedurally inadequate. This is a critical cultural and human issue requiring proactive resolution, not indefinite deferral. This matter is addressed further in Section 6 of this Proof of Evidence.

Issue 6 – Busway Crossing Points

57. The Applicant acknowledges that the proposed alignment will sever the working farm. Previous discussions regarding crossing points have yielded no viable design solutions. The simple truth is that there has been no discussion and yet the Applicant's assurances that it remains "open to further engagement" is insufficient after years of inaction.

Summary of SoCG Deficiencies

58. The Applicant's Draft Statement of Common Ground fails to meet its intended purpose. Rather than narrowing the issues in dispute, it is a one-sided recital of entrenched Applicant positions. There is no evidence of meaningful negotiation, compromise, or willingness to address the legitimate concerns.

59. Critical human factors, including the burial site and operational impacts on a working farm, are treated with procedural detachment. The Applicant fails to even attempt to address:

60. Whether consultation was fair and inclusive.

61. Why no records of engagement exist.

62. Why alternative alignments have not been explored.

63. Whether meaningful mitigation is being offered.

64. A Statement of Common Ground is intended to narrow the issues in dispute, document agreed positions, and demonstrate where negotiation has led to compromise. The Applicant's SoCG does none of these things. Instead, it functions as an advocacy document for their pre-determined scheme.

65. The absence of documented engagement as highlighted in the Procedural Failures Comparison Table in Section 4 is mirrored here. The same lack of early notification, absence of scheme and rights information, failure to consider alternatives in good faith, and non-existent meeting records is evident.

66. This combination of defects means the SoCG cannot carry weight as evidence of genuine consultation or procedural compliance. Far from proving that the Applicant engaged meaningfully with the Sadler family, it confirms that no such process took place. The procedural failings cannot be remedied retrospectively in the course of this inquiry.

Summary of Procedural Failings

67. The Applicant's own evidence shows that:

- No early notification letter explaining the scheme, statutory process, or landowner rights was ever issued to the Sadler family.
- No agendas, minutes, or file notes exist for any meeting or call, meaning there is no verifiable record of meaningful discussion.
- Engagement was delayed, the first meeting took place nearly three years after initial contact, by which point key design decisions were already advanced.

- Information provision was inadequate, with no early maps or route drawings, and alternatives only discussed late in the process.
- Feedback was neither recorded nor acted upon, with critical issues (burial site, severance, crossings) still unresolved after years.

68. These omissions breach both the spirit and the letter of the Guidance on Compulsory Purchase Process and The Crichel Down Rules (2019) and are inconsistent with principles established in Royal Brompton v Joint Committee of Primary Care Trusts.

69. They demonstrate that the Applicant has failed to carry out the direct, early, and meaningful engagement required before seeking compulsory acquisition powers.

Section 6. The Family Burial Site

70. As set out in the previous section, the Applicant's Statement of Common Ground fails to engage with the most sensitive issues raised by affected landowners. Nowhere is this more apparent than in its handling of the Sadler family burial site.

71. In 1992, my grandparents' ashes were interred on the farm, in a site they personally chose, which is centrally located and well away from any existing or anticipated development.

72. Over the past decade, the presence of this burial site was brought to the attention of the Applicant. However, the issue was repeatedly downplayed. Since April 2024, I have raised the matter on multiple occasions. Each time, I was assured that the burial site did not fall within the busway.

73. Unsatisfied with these assurances, I requested a site meeting and asked the Applicant to mark out the entire working width of the proposed busway. This included the road, maintenance track, and landscape bunds. The total width was approximately 45 metres.

74. Prior to the meeting, I was asked to provide a What3Words (W3W) location of the burial site to CBRE. In an email dated 14th May 2024, I provided a desk top three-word reference and made it explicitly clear that "*the exact location will need to be verified and the W3W reference has been provided as a guide."* (See Appendix D)

75. In an email dated 12th July 2024, CBRE replied, *"we note and appreciate the W3W locations were provided for guidance purposes."* (See Appendix E)

76. This correspondence effectively acknowledged that the only way to accurately confirm the position of the burial site was through a formal site meeting, which took place on the 26th July 2024. Only then did it become apparent that the ashes lie within 7 metres of the proposed land to be acquired.

77. At the meeting, Mr Joe Baker stated: *"I told you the ashes were not within the busway - by that, I meant not underneath the (narrow 7.4m) tarmac road for the buses."*

78. This statement was later confirmed in writing in a letter from Mr Baker dated 6th August 2024: *"the ashes will not be under the busway (track). To be clear, the landscaping either side of the busway is not the actual busway."* (See Appendix F)

79. This response is disingenuous. The issue is not confined to a narrow tarmac strip but concerns the entire 45-meter-wide corridor of land that will be permanently lost to the scheme. The Applicant's selective definition ignores the fact that the compulsory acquisition boundary encompasses areas of significant cultural and emotional importance which should have been recognised from the outset.

80. Over the years, the Applicant has made it clear to John & Wendy Sadler that the responsibility for relocating the ashes lies with the family. This is a grossly insensitive position, which would have been subject to proper scrutiny had there been any formal record-keeping of meetings. This episode has caused distress to the family and further highlights the consequences of the Applicant's failure to maintain adequate records and to deal with affected landowners with care and professionalism.

Misleading Public statement

81. On the 3rd July 2024, the Cambridge Independent published a news story on the busway's impact on the farm, giving particular attention to the burial site. In this article the Applicant stated:

82. *"We understand this is a difficult situation for the Sadler family, and we have been talking to them about this matter for some time. The proposed route for the busway and active travel link avoids the burial site, but we understand the family's concerns about the scheme travelling through an area that is important to them". (See Appendix G)*

83. This public statement is plainly inconsistent with the Applicants internal knowledge. The Applicant was fully aware that the burial site lay within the land to be acquired. The claim that the busway "avoids" the burial site is misleading and seeks to minimise the true impact of this off-road section.

84. This is not simply a case of poor engagement; it exemplifies a failure of procedural fairness. The Applicant's lack of openness and care forced an elderly couple into believing they had no meaningful choice but to relocate a burial site of deep personal significance. Given the alignment of the proposed busway, there was never a real choice to begin with.

85. The Applicant's failure to engage openly and transparently compounded this situation, leaving the family to navigate an impossible position without any proper consultation, mitigation, or respect. Such conduct is unacceptable under the principles of the compulsory acquisition regime, where acquiring authorities are duty-bound to approach affected landowners with fairness, sensitivity, and a genuine willingness to resolve issues through engagement.

Section 7. Safety Failures of the Guided Busways

86. The safety record of Cambridgeshire's existing Guided Busway is deeply concerning and directly relevant to assessing the risk posed by the proposed off-road section of this scheme. Key facts include:

87. Between 2015 and 2021, 3 people lost their lives after being struck by buses on designated crossing points or maintenance paths. A fourth young cyclist also suffered life changing injuries in late 2021.

88. In April 2025, Cambridgeshire County Council (the Applicant) was fined £6 million and ordered to pay additional legal costs after pleading guilty to serious safety failings. The HSE identified multiple short comings and the Council admitted full liability.

89. The Cambourne to Cambridge proposal would similarly direct high-speed buses travelling at up to 55 mph on designated straight sections, across farmland regularly used by the elderly, residents, children, staff and visitors on foot, by car and slow-moving agricultural machinery.

90. To date, no assurances or detailed design proposals have been provided to demonstrate how safe and unencumbered crossing of this corridor will be maintained once the scheme is implemented.

91. It is notable that significant time, resource, and expenditure has been dedicated to mitigating impacts on bats, birds, badgers and other wildlife through detailed ecological assessments, habitat crossings and monitoring protocols. Yet when it comes to the safeguarding the daily movements of human life across this corridor, the same level of care, precision and design commitment appears entirely absent. This imbalance is troubling.

92. The silence on matters of life safety, in the face of a documented history of serious injury and fatality, is not only unacceptable, but it also reflects a worrying continuity of ignoring known operational risks and reflects a wider pattern of ignoring serious operational concerns raised by affected parties.

Section 8. GDPR Breach and Mishandling of Heads of Terms

93. In early 2024, prior to any substantive negotiations with the landowner, the Applicant, via its appointed land agents, mistakenly disclosed a draft Heads of Terms document to an unrelated third party. This document directly referred to our landholding and contained tracked changes and internal comments possibly copied from negotiations with St John's College, Cambridge. These comments included legal advice, internal notes, and amendments that were not intended for external circulation.

94. This unauthorised disclosure represents a serious failure in the management of confidential and personal data. Under the UK General Data Protection Regulation (UK GDPR), information relating to identifiable landowners, particularly in the context of compulsory acquisition and negotiations, qualifies as personal data and must be handled with due care, security, and legal compliance. As a public authority and data controller, the Applicant is under clear statutory obligations to prevent such breaches.

95. When this incident was formally raised, in a letter dated 25th September 2024, the Applicant acknowledged the error but stated: *"we recognise that it was a mistake; we do not believe that a GDPR breach occurred".* (See Appendix H)

96. We fundamentally dispute this position. The inadvertent disclosure of a confidential document to an unrelated third party, especially one containing personal and commercially sensitive information, falls within the definition of a personal data breach under Article 4(12) of the UK GDPR. (See HoT in Appendix I)

97. In addition to the data mishandling, the way in which the Applicant approached the Heads of Terms process demonstrates a further lack of professionalism and

procedural fairness. Following the erroneous disclosure, a second version of the Heads of Terms was issued just two weeks before the formal Transport and Works Act Order (TWAO) submission, without any prior discussion or negotiation. This version was unusually detailed and rigid, bearing no resemblance to a genuine starting point for engagement, and was inconsistent with accepted professional practices where early dialogue and iterative drafting are expected. (See HoT in Appendix J)

98. The earlier draft, which had been mistakenly sent elsewhere, was notably shorter and had not been tailored to reflect our specific circumstances. It remains unclear why our family, despite being among the most significantly affected landowners, was not engaged earlier in the process. From information available to us, other landowners entered into discussions and received draft Heads of Terms years in advance of the TWAO submission.

99. In sharp contrast, our family received the Applicant's first formal Heads of Terms only two weeks prior to the Order submission deadline with no genuine attempt to understand the operational impacts on the farm, and no meaningful discussion of the site's heritage sensitivities. Despite informal interactions with the Applicant and its consultants dating back nearly a decade, no structured engagement took place.

100. This episode underscores a critical lack of diligence in the Applicant's handling of personal data and reinforces the central theme of this Proof of Evidence: the Applicant's approach to landowner engagement has fallen well below the standards required when exercising compulsory acquisition powers.

Section 9. The Case for the On-Road Alternative

101. The proposed off-road route from Long Road to the M11 covers just 2.9 km but would destroy Coton Orchard including veteran trees, breach Green Belt, disturb a National Trust covenant, and sever a working farm.

102. An on-road alternative has been developed by CPPF with detailed plans, traffic management proposals, journey time modelling, and environmental considerations. At no time over the past decade has the Applicant ever approached the Sadler family concerning alternative routes along Madingley Road, despite the family making it publicly and repeatedly clear that full cooperation would be given. This includes a willingness to voluntarily surrender a modest and proportionate strip of land if indeed necessary to facilitate the delivery of an on-road solution. This offer has always been made in a spirit of constructive engagement and public interest, but it is not an open-ended commitment to unnecessary or excessive land acquisition.

103. This alternative on-road section would achieve equivalent journey time savings and enable faster, more direct access to the Biomedical Campus via the M11, something not possible under the current off-road proposal, as the proposed bridge over the M11 would sever direct access to the motorway. Furthermore, the savings associated with this alternative amount to over £100 million.

104. The alternative would also avoid irreversible damage to Madingley Hill, which is the highest point west of Cambridge and commands far-reaching views across the historic landscape towards the city skyline. The visual and environmental harm caused by the proposed embankments, landscape bunds, and associated infrastructure on this prominent ridge has not been adequately assessed, nor has the

opportunity to preserve this valued landscape feature through an on-road alignment been properly explored.

105. The on-road alternative aligns with Local Plan policy and strategic goals around decarbonisation, traffic reduction, and modal shift. It also better reflects post-COVID travel patterns and future integration with East West Rail (EWR), which is likely to displace many of the anticipated C2C users.

Conclusion

106. We support the principle of better transport links, but the current proposal fails fundamentally on procedural integrity.

107. From the outset, the Landowner has consistently objected to the Applicant's off-road section of the proposals and made their concerns known. Despite this, the Applicant has failed to meet even the most basic standards of fairness, transparency, and professionalism in its dealings with the Landowner. Assertions of "good faith" will not excuse these failings; good faith is a baseline expectation, not a justification for a flawed process. Where a public body seeks to exercise compulsory purchase powers, good faith must be demonstrated through documented, transparent engagement and a willingness to properly consider alternative solutions and not as a retrospective label to excuse procedural shortcomings.

108. This Proof of Evidence has demonstrated how the Applicant has repeatedly downplayed critical issues. Most notably, the presence of a family burial site within the proposed acquisition boundary. More alarming still is the Applicant's failure to maintain proper records of engagement, avoidance of serious discussions on safety and agricultural access, and refusal to consult meaningfully on viable, less harmful alternatives that could deliver the scheme's objectives at significantly lower cost.

109. The Applicant's Statement of Common Ground and associated tables of communication do not resolve these issues. On the contrary, they confirm that no meaningful dialogue has ever taken place about the core concerns set out in this Proof of Evidence. The Applicant's position that "early engagement has been conducted appropriately" is demonstrably false. In any professional land acquisition process, especially where compulsory purchase powers are involved, rigorous documentation and early, transparent consultation are not optional - they are essential.

110. It is also clear that the Applicant has failed to take even the most basic procedural step expected at the outset of such a process: the issuing of a notification letter to the landowners explaining the scheme, the statutory process, and their rights. No such letter has been received, and none is listed in the Applicant's own record of engagement. Without clear, early, written notification, the landowners were denied the opportunity to engage from an informed position before key design decisions were fixed.

111. The absence of agendas, minutes, or file notes for any meeting or call compounds this failing. Without these records, there is no verifiable evidence that substantive discussions ever took place on the key matters of severance, safety, alternative alignments, or mitigation. This is not consistent with the Guidance on Compulsory Purchase Process and The Crichel Down Rules (2019) or with established principles in cases such as Royal Brompton v Joint Committee of

Primary Care Trusts, which emphasise transparency and the proper recording of decision-making processes where rights are affected.

112. Case law, including Mott v Environment Agency [2016] EWCA Civ 564, reinforces the principle that public authorities must act fairly and proportionately when exercising powers that interfere with private property rights. The Planning Inspectorate's own guidance on major infrastructure projects echoes this obligation, warning that where engagement with landowners has not been properly conducted, the Secretary of State may be unable to conclude that the Order is justified.

113. Beyond these serious procedural failings lies a greater concern: the Applicant's refusal to properly assess a fully deliverable on-road alternative. This alternative achieves comparable journey time savings and provides more direct access to the Biomedical Campus via the M11, something the off-road proposal does not enable and would avoid the irreversible destruction of Coton Orchard, Greenbelt land, National Trust covenants, and the historic landscape of Madingley Hill. Crucially, it does so at a saving of over £100 million to the public purse. In an era of acute fiscal constraint, dismissing such an alternative without rigorous justification is indefensible.

114. This objection is not a defence of private interests at the expense of public benefit. It is a defence of common sense and fair process in the face of a proposal that is fundamentally flawed. The procedural failings outlined in this submission are not minor technicalities; they are symptomatic of a process that has fallen far below the standard expected when exercising extraordinary powers of compulsory acquisition. When combined with the Applicant's refusal to consider a greener and vastly more cost-effective on-road solution, the case for confirming the Order collapses.

115. We respectfully request that the Inspector recommend the Order be refused.

Note: further documents, plans and visual evidence is provided in Appendix K, Appendix L, Appendix M, Appendix N, and Appendix O.

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Appendices

Appendix A: Email from Adam Richards (Womble Bond Dickinson) dated 29 July 2025

1. Confirms that no formal records (agendas, minutes, or notes) exist from meetings with J & WR Sadler prior to April 2024.
2. Includes statement: “Where formal records exist… this has already been provided.”

Appendix B: Email from the Applicant dated 10th October 2024

1. The Applicant stated that they had only met the Sadlers twice up to 2024.
2. That the design of the scheme was “subject to 4 public consultations, and landowners have had the opportunity to input during that process.”
3. Confirming design freeze since March 2023.

Appendix C: Extract from the Applicant’s Draft Statement of Common Ground (dated 30 July 2025)

1. Includes the so-called “Record of Engagement” table.
2. Demonstrates lack of any structured or meaningful dialogue with the Sadler family over a 10-year period.
3. Contains factual errors (e.g. referencing Rob Sadler before his involvement began in April 2024) and irrelevant entries.

Appendix D: Email from Rob Sadler to CBRE dated 14 May 2024

1. Provides What3Words reference for burial site.
2. States explicitly that the location is a guide and must be verified during a site visit.

Appendix E: Email from CBRE to Rob Sadler dated 12 July 2024

1. Acknowledges that the What3Words reference was indicative only.
2. Confirms need for site visit to verify burial location.

Appendix F: Letter from Mr Jo Baker (GCP) dated 6 August 2024

1. Reiterates claim that the burial site is not “under the busway (track)”.
2. Dismisses impact of landscaping and maintenance corridor as not part of the “busway”.

Appendix G: News Article from the Cambridge Independent.

1. Quote from the Applicant that the busway avoids the burial site.

Appendix H: Letter from the Applicant dated 25 September 2024

1. Admits that an earlier Heads of Terms document was mistakenly issued to an unrelated third party.
2. Denies that a GDPR breach occurred.

Appendix I: Extract from Mistakenly Disclosed Draft Heads of Terms

1. Refers to Sadler land and includes tracked changes copied from St John’s College negotiations.
2. Illustrates mishandling of personal and confidential data.

Appendix J: Second (Final) Heads of Terms Issued to the Sadler Family

1. Issued only two weeks before TWAO submission, without prior consultation or revision.
2. Far more detailed than earlier version, inconsistent with accepted practice.

Appendix K: Copy of the letter of objection dated 31st January from J & WR Sadler

Plans & images

Appendix L: Land Ownership Plan

1. Identifies land farmed by J & WR Sadler.
2. Shows extent of farm and location of family properties.

Appendix M: Proposed Busway Alignment across the Sadler Farm

1. Map or diagram showing the route bisecting all working fields.
2. Illustrates severance and operational impact.

Appendix N: Photograph of the Farm (May 2025)

1. Depicts current working agricultural land and setting.
2. May include view from burial site or key access points.

Appendix O: CGI Image of the Proposed Busway

1. Visual impression of the scheme, showing scale and proximity to working farm operations.
2. Useful to convey visual impact and loss of amenity.