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The Cambourne to Cambridge Order

Cambridgeshire County Council

Transport and Works Act 1992

Transport And Works (Inquiries Procedure) Rules 2004

Inquiry into:

THE CAMBOURNE TO CAMBRIDGE ORDER

SUMMARY PROOF OF EVIDENCE

Of

James Franklin MRICS

of CBRE

On behalf of Cambridgeshire County Council

15 August 2025

CBRE Ltd

Planning Inspector Reference: DPI/E0535/25/1

1. Introduction

- 1.1. My name is James Alexander Franklin of CBRE Limited. I am a Senior Director in CBRE's Compulsory Purchase team. I am a member of the RICS and the Compulsory Purchase Association.
- 1.2. I am instructed by Greater Cambridge Partnership on behalf of Cambridgeshire County Council (the Applicant).

2. Purpose & Scope of Evidence

- 2.1. This summary addresses the land and property matters relevant to the Scheme, including acquisition strategy, negotiations and objections.

3. The Order Lands and Powers Sought

- 3.1. The application is for a corridor that allows sufficient space to construct the busway and associated maintenance track, public transport stops, bridges and ancillary works including for landscaping and ecological mitigation. In addition a new travel hub has been proposed on land located off Scotland Road.
- 3.2. The Scheme requires permanent land acquisition, new rights over land and temporary land possession to build and operate the guided busway.
- 3.3. The land is identified in the Works and Land Plan and Book of Reference **(CD1-12.01, CD1-13.00)**.

4. Negotiation & Engagement

- 4.1. My role and responsibility is to:
 - i. Advise on the extent of land and rights required,
 - ii. Lead negotiations with landowners and occupiers,
 - iii. Issue offers and draft Heads of Terms (HoTs), and
 - iv. Support the Applicant's case for compulsory purchase powers where necessary.
- 4.2. I have ensured that all acquisition activity accords with the 2025 Guidance **(CD8-28)**. I have actively pursued agreements with affected landowner. A number of key agreements have been secured, with negotiations continuing on remaining interests.
- 4.3. In line with the 2025 Guidance **(CD8-28)** I have:

- i. adopted a negotiation-first approach;
- ii. issued offers that reflect the statutory compensation code and address site-specific concerns (e.g, accommodation works, temporary licences, long-lease solutions);
- iii. provided fee undertakings for professional representation upon request; and
- iv. kept a full record of correspondence, meetings and revised HoTs.

5. Progress on Agreements

Agreements Completed

- 5.1. A number of landowners have completed legal agreements with the Applicant. Notably, agreements have been completed with:
- i. The owners of land at Bourn Airfield,
 - ii. The University of Cambridge for land at the western end of the Scheme, and
 - iii. FW Deptford for land adjacent to the M11.

Terms Agreed – In Legal Hands

- 5.2. Currently there are Heads of Terms agreed with landowners, subject to contract, and legal representatives are now documenting legal agreements. Landowners with terms agreed and solicitors appointed are:
- i. St John's College
 - ii. Cambridge University Rugby Union Football Club (CURUFC)

6. Terms Agreed – Subject to Contract

- 1.1 Heads of Terms have been agreed with the following landowners, subject to contract, and legal representatives are expected to be shortly appointed to complete the agreements.
- 1.2 Landowners with terms agreed (subject to Contract) are:
- i) Chivers Farms (Hardington) LLP
 - ii) Bedlam Farming
 - iii) National Highways Limited

- 1.3 I anticipate that formal legal agreements will be completed in due course.

Remaining Interests

- 6.1 A further seven landowners have been identified as "Offer Made – Engaged and Negotiating", have been issued offers and have maintained a level of engagement with me or colleagues at CBRE.
- 6.2 In respect of three landowners, engagement has been sought and offers have been made but little to no material engagement has followed. In these cases, landowners have either declined to participate in discussions or entered into initial negotiations before electing to end discussions.
- 6.3 In line with the expectations set out in the 2025 Guidance, I have undertaken a program of engagement with affected landowners and occupiers with the aim of securing agreements by negotiation wherever possible.

7. Responses to Specific Objections

Coton Orchard - Anna Gazeley / Houston Crest Properties Ltd: (OBJ 52)

- 7.1 Ms Gazeley in her personal capacity and on behalf of Coton Orchard Limited & Houston Crest Properties Ltd (ref: CD2 – OBJ 52) raises a number of concerns, including assertions that the proposed acquisition of land at Coton Orchard will sever the operational integrity of the orchard and render the holding commercially unviable (Para 3, Section 2 – Adverse Commercial Impact **(ref CD2 – OBJ 52))**.
- 7.2 I respond to these matters in my Proof of Evidence (POE) insofar as they relate to land assembly, powers sought, and claimed business impacts.
- 7.3 I have sought to engage with the land owner and objector but no interaction or response has occurred, and as a result I have been unable to progress negotiations. An offer has been made and I remain open to negotiation.

Crome Lea Farm & Tenanted Land – Mr and Mrs Sadler (OBJ 102)

- 7.4 The objection submitted by Mr and Mrs Sadler raises a number of issues under the section 'Impact on the family farm'. I respond only to those which fall within my area of expertise.
- 7.5 I recognise these concerns and have sought to understand them fully through engagement. The concerns raised in the objection are summarised and responded to in my POE.
- 7.6 CBRE colleagues and I have been engaging with Rob Sadler who is acting as agent on behalf of his parents, the landowner and objector. Meetings and email engagement with Mr Sadler have taken place in order to discuss the scheme.

- 7.7. An offer has been made in terms of mitigation and acquisition and updated Heads of Terms have been issued to their agent, but no progress has been made. I remain open to negotiation.

CPPF Land – Cambridge Past, Present & Future (OBJ 251)

- 7.8. Cambridge Past, Present & Future (CPPF) has objected to the acquisition of their land on the basis of the charity's core aims, which includes the protection of countryside west of Cambridge and the prevention of urban encroachment.
- 7.9. I confirm engagement was initially forthcoming with their agents and Heads of Terms were offered. However the objector was not willing to discuss further. I remain open to negotiation..

Spearing Family – Christine Spearing, Hugh Spearing, and Holly Deane (OBJ 67)

- 7.10. The objection raises concerns regarding the loss of productive agricultural land, potential disruption to farm operations, and the impact of the Scheme on the viability of the landholding.
- 7.11. I and my CBRE Colleague have made written offers to acquire the land by agreement and confirmed the Applicants willingness to meet reasonable professional fees in support of negotiations. However, no response to the offer has been received, and no material engagement has taken place. I remain open to negotiation.

Childerley Lodge – Martin Jenkins & Co-owners (OBJ 68)

- 7.12. The Jenkins family object to the impact of the Scheme on their landholding and residential property at Childerley Lodge.
- 7.13. I have engaged with the landowners and their appointed agent, Bidwells, throughout 2023 and 2024, issuing general arrangement drawings, cross-sections, and revised Heads of Terms in response to their concerns.
- 7.14. Mitigation measures discussed include clarification of lighting and landscaping, the use of the Construction Code of Practice to manage temporary impacts, and discussion of access routes and reinstatement.
- 7.15. While agreement has not yet been reached, engagement is ongoing and I remain open to further dialogue.

Scotland Farm – PX Farms Limited (OBJ 252)

- 7.16. PX Farms' concerns relate to lease terms for the travel hub and extent of land take. PX Farms' objection asserts that insufficient effort has been made to acquire the required land by agreement.
- 7.17. I and my colleagues have engaged extensively with the landowner's appointed representative, Ceres, and have progressed a detailed lease-based Heads of Terms. The parties have exchanged multiple drafts, and I have

provided clarification on rent, reinstatement, access, lighting, and electric vehicle infrastructure. Engagement has included written correspondence and telephone discussions, with continued contact through to early 2025.

- 7.18. I acknowledge that we remain apart on tenure terms and consideration however I remain committed to continuing discussions with the aim of reaching agreement.

Cambridge University Rugby Union and Association Football Trust Ltd (CURUAFT) (OBJ 238)

- 7.19. The objection highlights issues relating to access, fencing, the electricity supply, maintenance of the grandstand, and the impact on the rugby training pitch.
- 7.20. These are matters that have been the subject of negotiation between CURUAFT and myself with proposals incorporated into the agreed Heads of Terms to address each concern. The matter is now with solicitors to document the agreement.

Clare Hall (OBJ-213)

- 7.21. Clare Hall raises title and access questions.
- 7.22. Following receipt of the objection from Clare Hall explaining their concerns, I have been leading discussions with Clare Hall regarding adjacent landholdings affected by the Scheme.
- 7.23. Negotiations have been progressed on the basis of mitigating the impact to the Clare Hall site, currently working towards a statement of common ground.

National Highways Limited (REP – 10.01)

- 7.24. National Highways Land is required, permanently, and temporarily. In addition rights are required over land. The land is made up from mixture of National Highway operational and non-operational land.
- 7.25. National Highways have the benefit of protective provisions within the Order.
- 7.26. I am currently working with the National Highways property team to finalise the heads of terms for the acquisition of all the land that is required both temporarily and permanently.

8. Conclusion

- 8.1. My evidence set out the POE demonstrates that Applicant has engaged in meaningful negotiations with the majority of the affected owners and occupiers. I have also made numerous attempts to contact those parties who have been unwilling to engage.
- 8.2. Significant agreements have been secured (e.g., Bourn Airfield, University of Cambridge, FW Deptford), with further agreements pending legal completion. Active engagement continues with most other landowners.
- 8.3. The Applicant has demonstrated compliance with the 2025 Guidance on Compulsory Purchase **(CD8-28)**, pursuing reasonable and sustained negotiation efforts. Nonetheless, compulsory acquisition powers remain necessary and justified given outstanding interests, limited responses, and the need to deliver the Scheme within the required timescales
- 8.4. In my view, reasonable efforts have been made by the Applicant to negotiate purchase of land and rights by agreement.
- 8.5. Notwithstanding these efforts, there is no certainty that the property interests required for this Scheme will be assembled in the requisite timescale or at all without the use of compulsory purchase powers.
- 8.6. It is my conclusion therefore that there is a compelling case in the public interest to justify the Order being made and the conferring of compulsory purchase powers as sought.