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Date: 7 March 2025

The Secretary of State for Transport  
c/o Transport Infrastructure Planning Unit  
Great Minster House  
33 Horseferry Road  
London  
SW1P 4DR

By Email: [transportinfrastructure@dft.gov.uk](mailto:transportinfrastructure@dft.gov.uk)

Dear Sirs

**THE CAMBRIDGE SOUTH EAST TRANSPORT ORDER - TRANSPORT AND WORKS ACT 1992 -  
TRANSPORT AND WORKS (APPLICATIONS AND OBJECTIONS PROCEDURE) (ENGLAND AND  
WALES) RULES 2006**

**OBJECTION TO APPLICATION FOR TRANSPORT AND WORKS ACT ORDER FOR A NEW  
BUSWAY, TRAVEL HUB AND PATH TO THE SOUTH EAST OF CAMBRIDGE ("SCHEME") IN  
RESPECT OF THE ACQUISITION OF LAND ON A PERMANENT AND TEMPORARY LAND TAKE  
BASIS AND THE ACQUISITION OF RIGHTS OVER LAND IN AND AROUND CAMBRIDGE  
BIOMEDICAL CAMPUS AND WHITE HILL FARM**

**ISSUED ON BEHALF OF:**

The RFA Pemberton 1995 Trust  
The Pemberton Settled Estates (AFP)  
The Pemberton Farming Partnership and Associated Businesses  
AAR Farm Partnership  
Henry William Percy Pemberton 2018 Bare Trust  
Henry William Percy Pemberton  
Antony Francis Pemberton  
Antony Francis Pemberton 2002 Discretionary Settlement  
Trumpington Farming Company  
Richard Antony Francis Pemberton and Antony Pemberton as Personal Representative of Sir Francis  
Wingate William Pemberton  
Richard Antony Francis Pemberton, Jeremy Wingate Pemberton and Charles Jeremy Pemberton as  
owners of White Hill Farm  
**(together known as 'The Pembertons')**

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We act for the Pembertons and their associated farming partnerships and other businesses named above (hereinafter referred to as “the **Pembertons**”) who have received notice of an application to acquire compulsory rights in relation to the proposed Scheme.

The Pembertons are the freehold owners of and/or the owners and occupiers of property near Addenbrookes Hospital, Cambridge Biomedical Campus (“the **Campus**”) and agricultural land to the south and west of Cambridge. An application for the acquisition of some of their land (“the **Acquisition Land**”), both permanent or temporary, or for the acquisition of rights, has been submitted as part of the Scheme and although there have been initial consultations between the promotor of the Scheme and the Pembertons, these have not been concluded and the Pembertons strongly object to the proposal as set out in the Scheme.

The Campus is a major development and of national importance which is subject to a complex structure of interests and rights to enable delivery and development. Land to deliver the Campus has been acquired on long leases by third parties and some land remains undeveloped but subject to option agreements. Discussions as to the extent of the land within CBC to be acquired under the Scheme and the nature of the interests to be taken have been initiated but have not been concluded. The Pembertons, whilst supportive of the overall aims of the Scheme, therefore object to the Scheme as described in the application for an order for the reasons outlined below.

A part of the Acquisition Land is subject to long leasehold interests to Cambridge Medipark Limited (a company wholly owned by Prologis), which has been the principal developer of the Campus under option arrangements put in place in partnership with the Pembertons and Addenbrooke’s Hospital Trust over 20 years ago. The Pembertons are aware that Cambridge Medipark Limited (as lessee and developer) is submitting detailed objections to the proposed acquisition of land forming part of the Campus. The Pembertons have had sight of those objections and they (as freehold owner and in addition to their own objections set out herein) support them as it is imperative that the operational integrity and continuing investment and development of the Campus is not negatively impacted, which would be the case if the Scheme is implemented as planned over the Acquisition Land. The Pembertons incorporate these objections within this letter of objection and the grounds of objection cited in them will apply to the Pembertons reversionary freehold interests and their wider freehold interests in the Campus and surrounding land as a whole.

The principal grounds for objection are summarised as follows with some specific examples detailed where appropriate (but without prejudice to the generality of the other points raised):

1. The Extent of the Acquisition land

- (a) Parts of Acquisition Land are subject either to leases to CML, or optioned for leases for future development, for the provision of infrastructure in connection with the Campus. It is vital that this is not disrupted to in any way threaten the legal arrangements which are already in place to deliver further nationally important development at the Campus.
- (b) Some of the specific parts of the Acquisition Land to be taken is demonstrably not needed for the Scheme and there can be no justification to deprive the Pembertons of the full enjoyment of their land in respect of those areas. Indeed, no proper or actual justification is given for such acquisition and the Scheme as proposed must fail on that basis.

As part of any compulsory acquisition, as well as justifying any acquisition of rights in general, the extent of land permanently acquired must be kept to a minimum and be fully justified. The Pembertons object to the extent of property being permanently acquired under the Scheme. We consider strongly that the Scheme (if its extent could be justified which we maintain it cannot at this

time) can be delivered and operated without the need to permanently acquire as much land and rights as has been included in the Acquisition Land.

In particular, it is imperative to consider the Acquisition Land proposed to be acquired around the southern end of Francis Crick Avenue where it meets Dame Mary Archer Way. Currently land within the ownership of the Pembertons immediately adjoins land adopted for public highway and various rights and leases have been granted on land that connects to the public highway. Drainage and services connections cross the area affected by the proposed compulsory acquisition. It is imperative that appropriate rights are retained to satisfy agreements already entered into as well as avoid substantial loss of value in as yet undeveloped land. The Scheme as currently proposed does not adequately deal with these issues and must fail unless they are addressed to the absolute satisfaction of the Pembertons.

Furthermore, land is proposed to be acquired alongside the busway for a maintenance track that will be used by the Pembertons to access their land as well as for maintaining the bus route. This route will primarily serve as access to the Pembertons' retained land and absolutely does not need to be acquired freehold for the busway. A suggested alternative is that adequate rights of access to undertake the works and then subsequently to use the access could be granted in relation to this maintenance track to the party building and owning the bus route. However, this does not form part of the Scheme and it should not be allowed to progress unless these rights are adequately and appropriately addressed.

## 2. The Nature of Rights Taken

The Pembertons have been provided with an outline arrangement for the permanent acquisition of land and the acquisition of temporary rights either for the purposes of working or for constructing or realigning infrastructure, or for the acquisition of permanent rights for the installation of services. The Pembertons object to the extent and nature of rights and basis of acquisition proposed so that these can be properly incorporated into the interests and rights already granted.

In particular, rights are proposed to be granted over a farm access on the eastern side of Nine Wells Field, south of Addenbrookes Road. This is to serve the farm only and so it is unnecessary to acquire rights to then grant them to the current owners. The Scheme should not be allowed to progress on the basis of the rights being proposed to be acquired. They are excessive and should have been appropriately discussed and agreed with the Pembertons before the Scheme was put forward. There is no justification for the location or level of rights being proposed over parts of the Acquisition Land and it should fail as a result.

## 3. Infrastructure

Limited detail has been provided within the Scheme of the impact on the existing and proposed infrastructure in the form of roads, drains, services at the Campus and including impacts on green infrastructure in the country park. The Scheme should not be allowed in its current form unless such detail has been provided and agreed with the Pembertons.

- (a) No detailed design has been provided as to the layout of access arrangements from existing roads to CML infrastructure and the land south of Addenbrookes Road. Access needs to be suitable for the commercial and agricultural vehicles using this access road. There is also impact on the access to future development. These do not appear to have been fully taken in to account in the outline layout of the Scheme.
- (b) Land drainage – The Acquisition Land includes open drainage ditches and systems that provide surface water drainage from the existing and proposed developments at the

Campus and from the surrounding farmland. Limited detail within the Scheme has been provided as to the nature of the works to be undertaken to ensure that drainage and the rights associated with them is maintained. Without such detail it is unsatisfactory to replace open ditches with underground culverts of limited capacity and any loss of rights could give rise to substantial loss which the Pembertons would expect to recover as well as a risk to continued investment in the Campus.

- (c) Farm access – the land to be acquired, or the rights to be acquired, is on property immediate adjacent to farmland that is in the ownership and occupation of the Pembertons and its farming businesses. There is an adverse impact on the access to this land and the provision of future access appears to also adversely impact on, or conflict with, the provision of realigned public access and cycleways, which potentially restricts access to the retained farmland. Rights are shown as being acquired that are not necessary. Further detail of a satisfactory arrangement for this access is required.

#### 4. Failure to negotiate appropriate land take and terms by private treaty

- (a) The Pembertons have been willing to negotiate and have already engaged substantively with the promotor of the Scheme to discuss and agree by private treaty the specific land take requirements in relation to parts of the Acquisition Land, whether as acquisition of freehold, acquisition of permanent rights or acquisition of temporary rights. The Scheme is unjustified in its current form unless and until such negotiations have been concluded without written agreement in place. We believed that negotiations regarding the extent of the Acquisition Land were progressing productively but had not concluded. However, progressing with the current Scheme will cause substantial unnecessary harm to the Pembertons and to the Campus and will not serve the public interest. The extent and nature of the rights being acquired are excessive and unjustified.

Given the above strong concerns regarding the compulsory acquisition of private land, much of which is vital to the efficient operation of the Campus, or its future development, there cannot be said to be a compelling case in the public interest for the Scheme to go ahead. There is insufficient detail or justification, a lack of clarity as to how key pieces of access and infrastructure will be protected during and following construction and a clear and obvious lack of proper engagement and consultation with the Pembertons.

Many concerns relate to matters which could have and should have been discussed and agreed with the Pembertons in advance of the Scheme being promoted as a draft order. That is both concerning and disappointing. However, the Pembertons do remain open to discussions as to how the plan for the Scheme could and should be amended to take into account the critical concerns they have in relation to the Scheme. If the promoter of the Scheme fails to withdraw, or the Secretary of State considers that the draft order should continue, then the Pembertons hereby request to be listed as a statutory objector and should be treated as such.

In order to continue any form of negotiations with the promotor of the Scheme regarding amendments to it, the Pembertons will be seeking an undertaking for the legal and associated technical and professional fees in relation to the analysis, works and agreements necessary to ensure the protection of its land interests. They remain willing to discuss with the promoter of the Scheme its proposals to reach a mutually agreeable solution which might allow the Scheme to proceed in a way which would then be lawful, avoids unnecessary harm to the Pemberton's property and interests and does not detrimentally impact upon the operation and future development of the Campus. We consider at this stage that some of the concerns raised above could be dealt with through negotiating rights and potential dedication or adoption of land.

The Pembertons reserve the right to alter, enhance, amend, or provide further detail or amend objections or comments as the consultation process progresses and further details of the Scheme emerge.

Yours faithfully



**Bidwells**

on behalf of The Pemberton Trustees and associated businesses

Address for correspondence regarding representations

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