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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

Rebuttal Proof of Evidence

Of

James Franklin MRICS

of CBRE

On behalf of Cambridgeshire County Council

9 September 2025

CBRE Ltd

Planning Inspector Reference: DPI/E0535/25/1

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1 Introduction & Context

Purpose and scope

- 1.1 In this Rebuttal Proof of Evidence I seek to respond to statements made in the proofs of evidence of the following parties:
1. **Mr Rob Sadler**
 2. **Coton Orchard Ltd**
- 1.2 I provide evidence as a property witness within my expertise and is limited to property and engagement matters only. Matters of arboriculture, ecology, heritage, public transport operations or funding are outside my instructions and are addressed by the relevant witnesses.
- 1.3 I will be responding to the proofs of evidence submitted by Mr Rob Sadler and Ms Anna Gazeley.
- 1.4 This rebuttal should be read alongside my Proof of Evidence.
- 1.5 It should be noted that I am not seeking to rebut all of this evidence and the fact that I do not rebut a particular point/s should not in any way be taken as indicating that I accept that the evidence is correct.

2 Rebuttal – Mr R Sadler

Assertion 1

- 2.1 Mr Sadler states in Section 2, Para 11 & 12 (page 2) of his Proof of Evidence (PoE) that the proposed off-road route would severely disrupt daily farm operations and family access, with no safety solutions provided despite repeated requests. It states the Applicant failed to assess the impact on farming operations or offer any viable mitigation, which is unacceptable in a professional process.

Response

- 2.2 I acknowledge that the proposed alignment passes through the Sadler landholding and that the land is crossed daily by family members and agricultural machinery. These concerns have been considered and addressed through design and engagement.
- 2.3 The Applicant's engagement records (**Appendix A – Email 165**) show that farm severance was raised in earlier discussions, and following CBRE's appointment it was a central topic at site meetings on 9 April 2024 (**Appendix B – Page 345**) and 26 July 2024 (**Appendix C – Page 350**).
- 2.4 At the April 2024 meeting crossing positions were reviewed on site, with acknowledgement that further refinement was required. Rob Sadler requested three crossings of 45 feet in width. This request was noted, but crossings of this scale are not reflective of standard agricultural practice; combine headers and booms are typically removed or folded when travelling on or across roads.
- 2.5 On 11 June 2024 revised design drawings were shared (**Appendix H – see email attachment references and commentary – Page 367**) alongside a response to queries raised by Rob Sadler confirming crossings of c.20 feet, engineered to accommodate modern agricultural machinery in transport mode and compliant with disability access standards.
- 2.6 My Proof of Evidence records that crossings are incorporated into the scheme (**Appendix G, CD26-01-APP-W7-2 – Page 364**) and will be finalised at detailed design, with residual impacts capable of being addressed under the Compensation Code.
- 2.7 Crossing points were also included in the draft Heads of Terms issued on 31 October 2024 (**Appendix J – Page 384**), with a subsequent invitation in November 2024 (**Appendix I, page 2 “Plan & Access Crossings” – Page 378**) for the family to mark up the plan if further adjustments were needed.

2.8 Importantly, the design was revised to reflect landowner feedback, demonstrating that engagement has influenced outcomes (**Appendix K – Page 388**). The record therefore shows that practical crossing solutions have been incorporated, discussed and iterated, contrary to the suggestion that no solutions or assurances have been provided.

2.9 There has been no failure of governance; the decision trail and engagement record demonstrate proper process.

Assertion 2

2.10 Mr Sadler states in Section 3, para 16 (page 3) of his PoE that John and Wendy Sadler were unrepresented during sensitive discussions and that no formal records exist. He states that this failure undermines fair consultation and places them at a disadvantage and stating they were unrepresented throughout their long engagement with the Applicant.

2.11 Mr Sadler further states that 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. Mr Sadler goes further to state 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.

Response

2.12 The statement that John and Wendy Sadler were unrepresented and that no records exist of engagement is not correct. The Applicant's engagement log (**Appendix A**) records contacts with the family from 2017 onwards including a site meeting in January 2020 attended by a family representative.

2.13 From December 2022 the family were professionally represented by Bidwells, who handled survey access and compensation matters, including a meeting in May 2023 summarised in Henry Church's follow-up summary (**Appendix E – Page 360**). Following the departure of the case handler at Bidwells, CBRE continued to correspond with the replacement contact but did not receive substantive replies.

2.14 In March 2024 Mrs Sadler requested plans directly from GCP (**Appendix A – Email 69 – Page 162**), which suggested that professional agents were no longer effectively engaged. CBRE immediately engaged with Mrs Sadler, issued design plans and arranged to meet with the Sadler Family at Crome Lea farm (**Appendix F – Page 362**).

2.15 In April 2024 Rob Sadler MRICS confirmed his appointment as agent (**Appendix G – Page 364**). From that point all correspondence and negotiations, including the circulation of draft Heads of Terms in October

(Appendix J) and follow up negotiations November 2024 **(Appendix I – page 378)**, were channelled through him. Formal records exist of the April and July 2024 site meetings **(See Appendix B and Appendix C – Page 345 & 350)**, together with contemporaneous correspondence.

- 2.16 The family therefore had representation and documented engagement throughout 2022 to present, with only a short transitional period in early 2024.

Assertion 3

- 2.17 Mr Sadler states in Section 4, Para 28 (Page 4) of his PoE that entry 07 September 2023 of the engagement schedule refers to a change in representation. He has stated that this is factually incorrect and that Mr Sadler's first actual involvement began in April 2024. He states that any prior reference is a fabrication.

Response

- 2.18 It is correct to say that the Applicant's engagement record refers to a change in representation in September 2023. A review of contemporaneous evidence now shows the schedule is inaccurate. An updated and corrected engagement schedule is supplied in the appendices.
- 2.19 The verified sequence of events in so far as representation is as follows:
- 2.20 Bidwells were instructed from December 2022 and remained actively engaged during 2023 **(Appendix A – Emails Refs 84 to 165 - Page 165 - 338)**.
- 2.21 Their involvement subsequently ceased, and in March 2024 Mrs Sadler contacted the Applicant directly whereupon CBRE engaged directly with Ms Sadler and arranged a Meeting **(Appendix F – Page 362)**.
- 2.22 At the site meeting on 9 April 2024, Rob Sadler confirmed that he would act on behalf of his parents as a chartered surveyor; this was formally communicated on 25 April 2024 **(Appendix G – Page 364)**.
- 2.23 The record entry of 7 September 2023 therefore does not accurately reflect the date of Rob Sadler's appointment, which was in April 2024, but the family was not unrepresented; Bidwells had acted up to 2023 and thereafter Rob Sadler took over.

Assertion 4

- 2.24 Mr Sadler refers in section 2, para 29 (Page 4) to several entries in the Applicants engagement schedule (e.g., 12 April 2019, 27 January 2020, 19 May 2021) which list Stuart Sadler as the contact. Mr Sadler states that his brother, Stuart Sadler, is a schoolteacher with no relevant property, planning, or agricultural experience.
- 2.25 Mr Sadler goes on to state that the Applicant's attempt to characterise these interactions as legitimate engagement with authorised representatives is fundamentally flawed. Mr Sadler went on to say engaging

with an unqualified party who had no mandate to negotiate is a procedural failing and cannot be classed as proper consultation.

Response

- 2.26 The engagement log lists interactions with Stuart Sadler around 2022 (**Appendix A – Emails 146 to 156 – Page 285 - 299**). At that time, it was deduced that Mr S Sadler was the family's nominated point of contact because correspondence was conducted from the Crome Lea Business Park address "office@crome-lea.co.uk", signed in his name.
- 2.27 At no stage did Mr S Sadler indicate that he lacked authority to speak on behalf of his parents, and CBRE had no reason to doubt that he was acting with their knowledge.
- 2.28 These interactions were largely concerned with survey access, site visits and procedural matters rather than substantive negotiation. From August 2022 Bidwells were referred to as Agents by Mr Stuart Sadler, as evidenced by correspondence (**Appendix D – Page 354**), and from April 2024 Rob Sadler MRICS formally confirmed his appointment as agent (**Appendix G – Page 364**).

Assertion 5

- 2.29 In Section 4, subsection 4, para 45 (Page 5) Mr Sadler asserts there to be 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.

Response

- 2.30 The statement that there are no records of substantive discussions with the Sadler family is not correct. From August 2022 the family were professionally represented by Bidwells, and substantive matters were raised during that period.
- 2.31 A meeting in early May 2023 was followed by Henry Church's email to Bidwells of 5 May 2023 (**Appendix E – Page 360**), which records discussions about the effect of the scheme on the farm, the likely approach to compensation (including injurious affection to residential and commercial property), and potential accommodation works such as fencing. The email also addressed crop loss, with a quantified claim agreed in principle. These records demonstrate that professional dialogue was already taking place prior to 2024.

- 2.32 Following the transition to Rob Sadler as agent, substantive issues continued to be documented. The burial site was raised at the site meeting on 9 April 2024 (**Appendix B – Page 345**) and again on 26 July 2024 (**Appendix C – Page 350**), when GPS coordinates were recorded by consultants. The issue was further addressed in subsequent correspondence and in Heads of Terms, as detailed in my Proof of Evidence (**CD26-01-APP-W7-1, Para 6.51 – 6.61**), where proposals for mitigation were set out. Crossing safety and agricultural severance were discussed at the April 2024 meeting (**Appendix B - 345**), where three wide crossings were requested, and at the July 2024 meeting (**Appendix C - 350**), when locations were reviewed and acknowledged as requiring refinement.
- 2.33 These matters were followed up in email correspondence on 11 June 2024 (**Appendix H - 367**), which confirmed the design intent and specification of crossings. The rationale for alignment and land take was also discussed at the April meeting and recorded in the Proof of Evidence.
- 2.34 Draft Heads of Terms were issued on 31 October 2024 (**Appendix J - 384**) and followed up in correspondence in November 2024 (**Appendix I - 378**), when the CBRE invited the Rob Sadler to mark up the plan and propose amendments where they may be required to address remaining concerns as to the crossing point location. No further representations were made.
- 2.35 Taken together, the evidence demonstrates that substantive issues were raised, discussed, and recorded at each stage initially with Bidwells in 2022, and subsequently with Rob Sadler from 2024 onwards.

Assertion 6

- 2.36 In Section 4, subsection 4, para 48 (Page 6) Mr Sadler asserts that the DCLG’s “Guidance on Compulsory Purchase Process and The Crichel Down Rules” (2024) 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.

Response

- 2.37 The allegation that the Applicant relied solely on public consultation and has not engaged in individualised attention is not correct. Direct engagement with the Sadler family dates back to April 2019 and I understand there was a site meeting in January 2020 and a further site visit in May 2021.
- 2.38 From December 2022 the family were represented by Bidwells, and in May 2023 a meeting took place which was summarised in Henry Church’s follow-up email (**Appendix E - 360**). From April 2024 Rob Sadler MRICS acted as agent (**Appendix G - 364**), with substantive issues addressed at site meetings in April 2024

(Appendix B – Page 345) and July 2024 **(Appendix C -Page 350)**, supported by detailed correspondence on 11 June 2024 **(Appendix H – Page 367)**.

- 2.39 Draft Heads of Terms were issued on 31 October 2024 **(Appendix J -Page 384)** and followed up in November 2024 **(Appendix I – Page 378)**. The January 2025 Guidance confirms that acquiring authorities must engage directly and meaningfully with affected landowners. The record demonstrates that such engagement has taken place with the Sadler family both through family representatives and professional agents, and has been formally documented.

Assertion 7

- 2.40 In Section 4, subsection 4, para 49 (Page 6) Mr Sadler asserts that no introductory letter has been received or disclosed by the Applicant which explains the scheme, the statutory process, and the landowners' rights. Mr Sadler goes on to state that 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.

Response

- 2.41 The Applicant's engagement record does not identify a single introductory letter addressed to the Sadler family, but rather a number of individually directed engagements to the Sadler family from 2015 onwards comprising letters inviting engagement with consultations **(Appendix A – Leaflet 1, 2, 3 & 4 – Page 340)** other direct engagement that brought about an in person meeting on 27 January 2020 **(Appendix A – Email 165 – Page 338)**, and directly addressed letters advising of the status of the TWAO and introducing CBRE as the Applicants property advisor **(Appendix A – Letter 84a & 85a - Page 169 & 170)**
- 2.42 By late 2022 the family had appointed Bidwells, with whom the Applicant engaged on survey access and compensation matters; this included a meeting in early May 2023, summarised in Henry Church's follow-up email of 5 May 2023 **(Appendix E – Page 360)**.
- 2.43 When Bidwells ceased to act, Mrs Sadler was provided with scheme plans in March 2024 **(Appendix F – Page 362)**, and substantive discussions followed at site meetings on 9 April 2024 **(Appendix B – Page 345)** and 26 July 2024 **(Appendix C – Page 350)**.
- 2.44 The relevant guidance emphasises the need for early and meaningful engagement with affected landowners. While a discrete introductory letter cannot be confirmed in the records, the evidence demonstrates that the Applicant has engaged directly with the family and their agents from 2015 onwards, with formal records of meetings and correspondence maintained.

Assertion 8

- 2.45 In Section 5, Issue 5, Para 56 (page 7) Mr Sadler asserts that no mitigation or action plan is proposed in respect of the family Burial Site. Mr Sadler goes on to state that the Applicant's statement (in a draft statement of common ground) that it "recognises the sensitivity" and "proposes to continue dialogue" is procedurally inadequate and that this is a critical cultural and human issue requiring proactive resolution, not indefinite deferral.

Response

- 2.46 The family burial site has been a matter of record since early engagement on the scheme. At a meeting on 27 January 2020 the landowners provided a What3Words reference for its location (**Appendix H of my PoE CD26-01-APP-W7-2**), which was recorded. In May 2024 a further What3Words reference was provided by the landowners (**Appendix H of my PoE CD26-01-APP-W7-2**), following which a site meeting on 26 July 2024 was attended by CBRE, GCP and surveyors from Milestone. At that meeting the GPS coordinates of the burial site were formally recorded in the presence of the family.
- 2.47 My Proof of Evidence describes this chronology and confirms that the burial site lies within the Order limits but on the periphery of earthworks.
- 2.48 Mitigation commitments have been offered through the draft Heads of Terms and include respectful treatment and works protocols, consideration of design refinements to reduce land take in this location, boundary planting or screening, and if relocation proves unavoidable, full family engagement and coverage of all associated costs (**Para 6.51 – 6.61 of my PoE CD26-01-APP-W7-1**).
- 2.49 It is therefore not correct that there has been no proposals beyond "continued dialogue"; the burial site has been the subject of repeated discussion since 2020, its location has been formally identified, and a clear set of commitments has been made.

Assertion 9

- 2.50 In Section 5, Issue 6, Para 57 (page 8) Mr Sadler states that whilst the Applicant acknowledges that the proposed alignment will sever the working farm, previous discussions regarding crossing points have yielded no viable design solutions. Mr Sadler goes on to state that 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.

Response

- 2.51 The Applicant acknowledges that the proposed alignment will divide the Sadler holding and that safe crossing points are essential. These have been incorporated into the scheme design from the outset and have been the subject of repeated discussions with the landowners. At the site meeting on 9 April 2024

(Appendix B – Page 345) Rob Sadler requested three crossings of 45 feet in width and raised issues of visibility and disability access.

2.52 In response, design drawings were shared and further detail provided in correspondence on 11 June 2024 **(Appendix H – Page 367)**, confirming crossings of c.20 feet engineered to carry modern agricultural machinery and designed in accordance with disability access standards. At the site meeting on 26 July 2024 **(Appendix C – Page 350)** the position of crossing points was reviewed with the family, and it was acknowledged that the current locations required refinement.

2.53 Draft Heads of Terms issued on 31 October 2024 **(Appendix J – Page 384)** included rights of crossing, with a further invitation in November 2024 **(Appendix I – Page 378 “Plan & Access Crossings”)** for the family to mark up the plan if amendments were needed.

2.54 The record therefore demonstrates that workable crossing solutions have been incorporated and refined through engagement, with the detailed specification to be finalised at design stage.

Assertion 10

2.55 In Section 6, para 70 – 80 (Page 9) Mr Sadler asserts that the Applicant fails to engage with the most sensitive issues raised by affected landowners. Mr Sadler goes on to state that nowhere is this more apparent than in its handling of the Sadler family burial site.

Response

2.56 The family burial site has been raised consistently since early engagement on the scheme. A What3Words location was first provided in January 2020 **(Appendix H of my PoE CD26-01-APP-W7-2)**. Following CBRE’s instruction, the matter was discussed at the site meeting on 9 April 2024 **(Appendix B – Page 345)** and the precise location was confirmed by GPS survey during the meeting on 26 July 2024 **(Appendix C – Page 350)**, attended by the landowners, CBRE and the Applicant’s contractors.

2.57 My Proof of Evidence records this chronology **(CD26-01-APP-W7-1, Para 6.51 – 6.61)** and confirms that the burial site lies within the Order limits but on the periphery of earthworks. Mitigation commitments are set out in my Proof and reflected in the draft Heads of Terms, including refinement of the design where feasible, boundary planting, a respectful works protocol and, if relocation were ever required, full family engagement and compliance with the statutory process.

2.58 While the draft Statement of Common Ground does not contain a full action plan, this does not indicate a lack of engagement: the issue has been documented, surveyed and formally acknowledged in the Applicants proposals

Assertion 11

- 2.59 In Section 8, para 93 – 100 (Page 11) Mr Sadler asserts that in early 2024, 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 his 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.

Response

- 2.60 In early 2024 a template set of Heads of Terms was mistakenly saved with partial information relating to the Sadler landholding and circulated in error to a neighbouring landowner. The version issued was not the comprehensive draft later prepared for the Sadlers, but an early working template that also contained residual tracked comments from the drafting process.
- 2.61 The document included references to landownership information which is publicly available through the Land Registry and the Book of Reference, but did not contain sensitive or private material. The draft was subsequently passed on to the Sadlers by the third party.
- 2.62 The Applicant investigated the matter when it was raised. The review confirmed that the circulation arose from an administrative oversight, that no confidential or prejudicial information about the Sadlers was disclosed, and that the matter was corrected with improved handling processes introduced.
- 2.63 While a regrettable clerical error occurred, the disclosure was limited, did not cause prejudice, and does not amount to a substantive GDPR breach or mishandling of the Sadlers' affairs.

3 Rebuttal: Coton Orchard Ltd (Ms Anna Gazeley)

Assertion 1

- 3.1 In Section 1, Subsection 2, Para 5 (Page 6) Ms Gazeley asserts that the proposed busway would cut directly through rows of apple trees, sever central access, and make the rest of the site unworkable leading to a loss of its function.

Response

- 3.2 From a property and operations standpoint, my proof of evidence acknowledges the busway severance and sets out practical measures to maintain day-to-day function: two internal crossing points are incorporated to connect the northern and southern blocks of the retained orchard, with widths of 3.5 m.
- 3.3 As detailed in my proof of evidence (**CD26-01-APP-W7-1 Para 6.15–6.22, p. 22; crossing provision and width at paragraphs 6.16 and 6.19**) those dimensions are expected to accommodate the light, maneuverable vehicles typical of orchard management (quad/compact tractors, narrow trailers) and hand/pedestrian operations.
- 3.4 If residual severance and material effects remain, the Compensation Code provides that an owner may claim compensation, including material detriment if justified by evidence.

Assertion 2

- 3.5 In Section 1, Subsection 5, Para 1 (Page 8) Ms Gazeley asserts that the orchard's fragmentation undermines its entire economic model. Ms. Gazeley goes on to state that the orchard supplies fruit on a commercial basis to local cider-makers like Blue Barrel, and that If the land is bisected, it is not just the footprint of the tarmac that matters. It is the severing of rows, the narrowing of corridors, the fencing of field boundaries, the loss of viability.

Response

- 3.6 My Proof (**CD26-01-APP-W7-1, para 6.23–6.27**) sets out that the Objector's case on commercial unviability rests on there being a trading enterprise.
- 3.7 I have requested supporting information from the objector, however to date no trading accounts or other evidence of turnover/profit has been provided or identified.

- 3.8 The most recent Companies House filings for Coton Orchard Ltd show tangible assets and cash but do not include any profit and loss disclosure.
- 3.9 I also note that Coton Orchard Ltd is registered under Standard Industrial Classification (SIC) code 68209 – Other letting and operating of own or leased real estate. Houston Crest Properties Ltd is registered at Companies House under SIC codes 68209 and 98000 – Residents property management. These classifications are not determinative but are consistent with the absence of supporting financial information for any trading orchard activity.
- 3.10 In the absence of evidence, I have not assumed extinguishment or loss-of-profit within offers made to date, however noting what is said in respect of the commercial supply of fruit to cider producers, I restate that I am prepared to revisit this if substantiated material is produced.
- 3.11 If land is acquired compulsorily, the Code provides for disturbance which includes proven trading loss; accordingly any demonstrable impact on fruit supply relationships (e.g., Blue Barrel) would be assessed under disturbance, subject to evidence showing causation and quantum (e.g., historic accounts, contracts/forward orders, volumes/margins, yield data etc.)

Appendices



A Appendix A - Engagement Log

B Appendix B- File Note - Site Meeting 9th April 2024

C Appendix C - File Note - Meeting 26.07.24 - Sadler

D Appendix D - Bidwells appointment email

E Appendix E - May 2023 Henry Church & Bidwells minutes

F Appendix F - March 2024 message to W Sadler

G Appendix G - April 2024 Confirmation of R Sadler Instruction

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