CAMBRIDGE SOUTH EAST TRANSPORT ORDER

TRANSPORT AND WORKS ACT 1992

PROOF OF EVIDENCE

of

JOHN SOMMERVILLE MRICS

Bidwells

on behalf of the Pemberton objectors (OBJ-444)

10 November 2026

1. INTRODUCTION, QUALIFICATIONS AND SCOPE

1.1 My name is John Sommerville. I am a Chartered Surveyor and a member of the Royal Institution of Chartered Surveyors. I am a partner at Bidwells in Cambridge (where I have worked, bar a short spell as below, since 1993). I qualified as a Chartered Surveyor in 1995 and from 2008 worked alongside colleagues in managing the Pemberton family interests in Cambridge Biomedical Campus, following the grant of a development option by the family to Cambridge Medipark Limited (now owned by Prologis) in 2003. I was appointed Managing Partner of Creative Places in 2009 on establishment of that firm by Bidwells and a former partner. In 2024 I became an equity partner in Creative Places and in 2026 when Bidwells wholly acquired Creative Places I became a partner again at Bidwells.

1.2 At Creative Places and now at Bidwells I have advised clients across the UK in the development and investment in science parks and locations of innovation intensity, working for leading research institutions, hospitals and developers engaged in the delivery of commercial floorspace for R&D. My work has included in particular ongoing advice in the development of Cambridge Biomedical Campus for the Pemberton family, where I have built an extensive understanding of the legal and development framework that had been put in place in 2003.

1.3 I have advised the Pemberton landowning interests in relation to the Cambridge Biomedical Campus and adjoining land since 2008. My involvement has included management of their interests in relation to the option agreement granted to Cambridge Medipark Limited, negotiating land drawdowns under that option and assisting the family's legal advisors in documenting the detailed arrangements for development of the campus. I am therefore very familiar with the Campus, the Pembertons' retained land and the development context relevant to this proof.

1.4 I give this evidence on behalf of the several Pemberton interests collectively described as "the Pembertons" in their Statement of Case dated 19 September 2025 (OBJ-444; Core Document CD3-25.01).

1.5 This is my first Proof. It has been prepared because the Pembertons' objection remains live while negotiations with Cambridgeshire County Council ("the Promoter") continue. I worked on heads of terms for an agreement between the Promoter and the family and understand that a settlement agreement in the form of an Overarching Agreement with various technical and legal appendices ("the Overarching Agreement") is being negotiated by lawyers on behalf of the Pembertons and that, if satisfactory terms are completed, the objection may be withdrawn. I have been involved in those negotiations but disappointingly they have not concluded as yet. This evidence therefore addresses the position which requires determination if settlement of the Overarching Agreement is not achieved. I reserve the right to rely

upon and expand upon the Pembertons' original Objection to the Order and the Pembertons' Statement of Case.

1.6 My evidence is directed principally to planning, land-use, development-delivery and practical interface issues. I do not offer legal opinion on the construction of the draft Order, compensation law or human-rights law. Where I refer to those matters I do so only to explain the practical consequences relevant to my professional judgment.

1.7 The opinions expressed are my true and professional opinions. I have distinguished, so far as possible, matters within my own knowledge from information supplied by others.

2. DOCUMENTS AND PLANS

2.1 I have considered the Pembertons' Statement of Case and its appendices. The key Pemberton documents for my evidence are: CD3-25.02, the Pemberton land interests plan; CD3-25.03 and CD3-25.04, the relevant Works and Land Plans and plot table; CD3-25.05 and CD3-25.06, the discrepancies/corrections material; CD3-25.07, the Alternative Land Take Area and Surplus Land plan; CD3-25.08, the section 38 plan; CD3-25.09, Proposed Site Plans Sheets 1 and 2; and CD3-25.10, the County adopted highway plan.

2.2 On the Promoter's side, I have had regard in particular to the draft Cambridge South East Transport Scheme Order (CD1-02), the Environmental Statement and its Drainage Strategy (CD1-10.02 and CD1-10.04), the Works and Land Plan (CD1-11.01), the Proposed Site Plans (CD1-12.04 onwards), the Book of Reference (CD1-13), the Planning Statement (CD1-15.01) and the Transport Assessment, including the Francis Crick Avenue and Addenbrooke's Road junction appendices (CD1-18.10 and CD1-18.18). I am also familiar with the Change Request Documentation (CD 24).

2.3 The Core Document library now includes revised material produced after the original application, including revised construction, flood-risk and design documents.

3. THE PEMBERTONS' LAND AND THE CAMBRIDGE BIOMEDICAL CAMPUS

3.1 The Pembertons are freehold owners and/or occupiers of extensive land in and around the Cambridge Biomedical Campus and agricultural land to the south and west. Their interests affected by the Order are shown on CD3-25.02 and the Order plots are identified in CD3-25.03 and CD3-25.04.

3.2 The Campus is of exceptional strategic importance. The adopted Cambridge Local Plan 2018 describes it as an international centre of excellence for patient care, biomedical research and healthcare education. Policy 40 supports its continuing development. The Promoter's own Planning Statement likewise recognises the

Campus as a very substantial centre of medical research and health science and anticipates further growth.

3.3 The planning context is not simply one of protecting existing buildings. There are established permissions for substantial further Campus development. Phase 1 is substantially developed or committed and includes assets built or to be built by AstraZeneca, Royal Papworth NHS Foundation Trust and the Medical Research Council. Phase 2 includes the completed Abcam building, 1000 Discovery Drive the recently completed 2000 Discovery Drive and the multi-storey car park that serves the Phase 2 commercial development. Further commercial R&D is expected to begin shortly once land is drawn down for the development of 3000 and 4000 Discovery Drive. Together with 2000 Discovery Drive these are expected to be leased to GSK. Some further Phase 2 land remains under option to Cambridge University Hospitals NHS Foundation Trust.

3.4 In my judgment, the correct planning approach is therefore to ensure that the CSET scheme can be delivered without sterilising, delaying or materially prejudicing existing operations, committed development or the realistic future evolution of this nationally important employment and healthcare location.

4. OVERALL POSITION ON CSET

4.1 The Pembertons do not object to the objectives of improved public transport in south-east Cambridge as a matter of principle. My evidence is not that the busway should not be built. The objection is to the extent and form of the powers sought over the Pembertons' land and to insufficiently resolved interfaces with the Campus and retained agricultural land.

4.2 The central question for my evidence is whether the land and rights sought from the Pembertons are actually necessary for the works and their operation, and whether a materially less intrusive arrangement can deliver the same transport outcome while protecting the detailed physical and legal arrangements at the Campus as well as the Pemberton retained land.

4.3 In my professional opinion, the alternative put forward by the Pembertons with Prologis and discussed extensively with the Promoter demonstrates that it can and therefore the use of compulsory purchase powers in the way the Order sets out is disproportionate and unjustified. The proposed Alternative Land Take Area ("ALT Area"), shown on CD3-25.07, identifies the maximum freehold area which the Pembertons consider needs to pass to the Promoter in the critical area south and east of the Francis Crick Avenue/Dame Mary Archer Way roundabout. The remaining land can, and should, be subject to appropriately drafted agreements, continue in Pemberton ownership with the operational rights genuinely required by the Scheme being granted.

5. EXTENT AND NECESSITY OF LAND TAKE

5.1 The Pembertons' Statement of Case identifies as "Surplus Land" those parts of Order plots outside the ALT Area. The affected plots include 008, 009, 010, 011A, 012, 013, 014A, 015, 016, 018, 019, 022, 028, 029, 030, 031 and 032, in whole or in part as specified in Table 3 of the Statement of Case.

5.2 The essential planning point is that compulsory acquisition should not be used to reorganise ownership merely because that is administratively convenient. The Promoter should be able to explain, plot by plot and right by right, why the interest sought is required for construction, operation, maintenance or mitigation and why a lesser interest or consensual right would not suffice.

5.3 For the area east of the central busway corridor leading up to the roundabout on Francis Crick Avenue/Addenbrookes Road/Dame Mary Archer Way, including land proposed for temporary compounds and related construction use, I consider a licence or appropriately controlled temporary-rights arrangement capable in principle of meeting legitimate construction needs without permanent acquisition. That is particularly so where the relevant land must remain integrated with Campus or agricultural operations after construction. Once built this land east of the busway in this area can be retained by the Pembertons and appropriate rights granted to the Promoter for the maintenance and operation of the busway.

5.4 I also consider that the existing ownership/long-lease structure along Francis Crick Avenue and Dame Mary Archer Way is capable of being retained, with the Promoter receiving the rights actually needed to build and operate the busway. At the campus the legal structure entails all infrastructure being held on 170-year leases by Cambridge Medipark Limited with developed plots held by investors/occupiers also on 170-year leases. There are extensive arrangements relating to rights, services and drainage. Significant investment has been made and is expected to continue to be made which requires enforceable arrangements in rights and management remaining in place. This is essential to maintain the value of interests already disposed of to third parties and remaining to be drawn down under the option arrangements above.

6. FARM ACCESS AND THE MAINTENANCE TRACK

6.1 A significant concern is the proposal to acquire the track immediately adjacent to the proposed busway, affecting plots identified in paragraph 6.4.4 of the Statement of Case. This track has an important agricultural-access function for the Pembertons' retained land.

6.2 I do not consider permanent acquisition of the track justified merely because the Promoter may need access for occasional maintenance. The busway itself is capable of being maintained in the ordinary way from the transport corridor, while any

genuinely necessary access over the farm track can be secured by a defined right. Ownership can therefore remain with the Pembertons.

6.3 The retained arrangement must preserve an access of at least equivalent practical width, construction and capability to the existing track, suitable for the commercial and agricultural vehicles which use it. The detailed geometry, surfacing, gradients, gates/barriers and turning requirements should be agreed before any relevant works commence.

7. WHITE HILL FARM / NINE WELLS AND NETWORK RAIL ACCESS

7.1 The Order also seeks rights over the farm access track on the eastern side of Nine Wells Field, south of Addenbrooke's Road. The Statement of Case records that this appears to serve access to the Pembertons' own land and an assumed Network Rail requirement.

7.2 The first purpose does not justify compulsory acquisition: the landowner already owns and uses the access. As to Network Rail, the Pembertons' case is that Network Rail has completed its work to build Cambridge South station and has not sought to acquire land south of Addenbrookes Road and east of the railway for this scheme and therefore no longer needs an access to it.

7.3 If that remains the position, removal of the unnecessary access provision would reduce land take and cost with no adverse effect on Scheme delivery. Any realigned farm track should remain wholly within Pemberton ownership and provide an equivalent or better agricultural access.

8. ECOLOGY PONDS AND CYCLE ROUTE

8.1 The Proposed Site Plans show Ecology Ponds 1 and 2 and a consequentially complex alignment of the cycle route in this area. In my view the spatial arrangement should be revisited because relocating the ecology ponds to the west of the busway would materially reduce acquisition of Pemberton land and simplify the relationship between the busway, retained agricultural access and active-travel routes.

8.2 The Pembertons' case is also that Cambridge South station infrastructure previously contemplated in this area, including a balancing pond, has not been delivered as part of the now completed station works. If confirmed, that removes an important physical constraint which appears to have influenced the earlier layout – and it is my understanding in the discussions held with the Promoter that they have been able to redesign their scheme following reassurance on this point from Network Rail.

8.3 Given the relocation of the ecology ponds the cycle route in this area should, if technically acceptable and safe, follow a simpler alignment from the eastern side of the busway to link to the existing cycle paths north and south of the drainage ditch.

9. ADOPTED HIGHWAY BOUNDARY

9.1 CD3-25.07 compares the adopted-highway information relied upon by the Pembertons with the boundary shown on the Promoter's drawings, and CD3-25.10 contains the County highway plan. The Statement of Case identifies a discrepancy in the plotted adopted-highway boundary around the roundabout and adjoining roads.

9.2 This matters because an incorrect assumption about the limits of existing highway can lead directly to an incorrect assessment of what land must be acquired, dedicated or stopped up. The final Order plans and any settlement plan should therefore use an agreed, verified highway boundary.

10. ACCESS, CAMPUS OPERATIONS AND PRIVATE ROADS

10.1 The Campus depends on continuous, legally secure access between the public highway and Francis Crick Avenue, Dame Mary Archer Way, Robinson Way and individual development plots. The Statement of Case identifies plots 009, 010, 011A, 013, 014, 014A, 015 and 016 as particularly material to continuity of access and service rights.

10.2 Any extinguishment or interruption of existing private access rights without simultaneous replacement rights would create an unacceptable operational and development risk, impacting on marketability and value of existing and remaining development. That applies to ordinary staff, visitors, deliveries and construction traffic, and with particular force to emergency access serving the hospitals.

10.3 The private-road estate-management arrangements also matter. Their private status permits coordinated management, parking controls, services arrangements and ongoing delivery, maintenance and development access. The Order should not confer wider street powers than are needed in a way that prevents the estate manager from managing those functions or creates uncertainty over future maintenance responsibility and cost-sharing.

10.4 My recommended solution is an agreed interface regime covering notice, method statements, access maintenance, emergency arrangements, temporary traffic management, reinstatement, future maintenance responsibilities and coordination with other Campus works. Those protections need to be legally secured, not simply left to future goodwill.

11. DRAINAGE AND SERVICES

11.1 Drainage is a critical interface because existing Campus drainage capacity and rights have been planned around existing and future development. The Pembertons have also granted, and may need to grant, easements across their land for drainage and other services.

11.2 From a planning and development perspective, the essential requirement is that the CSET scheme, including its drainage system must not reduce the capacity allocated to Campus development, prejudice existing drainage assets or rights, impose uncontrolled additional flows on private systems, or impede access to those systems for maintenance. This relates also to remaining development on Phase 2 of CBC and future expected development to the south.

12. PLANNING BALANCE AND PROPORTIONALITY

12.1 I recognise and support the public benefits sought from CSET, including improved public transport connectivity to and from Cambridge and the Biomedical Campus. Those objectives deserve substantial weight. The issue is whether achieving them requires the full extent of interference presently sought with the Pembertons' interests.

12.2 In my opinion, where the same physical transport infrastructure can be delivered through a smaller freehold transfer accompanied by carefully defined rights and licences, that is the preferable planning outcome. It reduces effects on existing and future development, agricultural operations and established legal/estate-management arrangements without sacrificing Scheme delivery.

12.3 The Government's compulsory purchase guidance in the Core Documents (CD11-18 and CD11-18.01) is relevant background to that approach. The Pembertons' Statement of Case quotes the principle that compulsory purchase should be supported by a compelling case in the public interest and reasonable efforts to acquire by agreement. I understand that negotiations have advanced significantly since the Statement of Case was submitted, which is welcome and consistent with the practical solution advocated in this evidence. As at the date of this, my first Proof of Evidence, negotiations regarding the Overarching Agreement have not been concluded.

13. MATTERS CAPABLE OF RESOLUTION BY AGREEMENT

13.1 As at the date of this first Proof of Evidence, I understand that the parties are still negotiating the Overarching Agreement. For my purposes the key outcomes which such an agreement would need to secure are broadly: (a) an agreed and reduced land-take plan; (b) preservation/regrant of continuous access and service rights; (c) appropriate protection of private roads and estate management; (d) workable farm access within Pemberton ownership; (e) construction controls and coordination; (f) drainage and utility protections; (g) agreement over ecology/cycle-route interfaces where still material; and (h) mechanisms for appropriate detailed design approval/consultation, reinstatement and costs.

14. CONCLUSIONS

14.1 All of the contents of this first Proof of Evidence are predicated on the basis that I reserve the right to attend the Inquiry and give evidence, and to refer to and expand upon the Pembertons' original Objection and the Statement of Case submitted to this Inquiry. I also reserve the right to submit a Rebuttal Proof should negotiations not be concluded by the date for the submission of Rebuttal Proofs which in accordance with the Inspectors' Note of the Pre-Inquiry Meeting is the 24th November 2026. In my Rebuttal Proof (should one be required) I reserve the right to make additions and corrections to anything contained within this first Proof of Evidence.

14.2 My conclusions are as follows:

14.2.1 CSET's transport objectives can be supported without accepting the full extent of permanent and temporary acquisition presently affecting the Pembertons.

14.2.2 The ALT Area provides a practical basis for materially reducing permanent land take around the southern end of Francis Crick Avenue/Dame Mary Archer Way while allowing the busway to be delivered.

14.2.3 The farm and maintenance access arrangements, White Hill Farm/Nine Wells access, ecology features and cycle-route layout should be configured so that no more Pemberton land or rights are taken than demonstrably necessary.

14.2.4 The Scheme must preserve continuous Campus access and the effective operation of the private-road, drainage and service infrastructure on which existing occupiers and future development depend. As currently designed, it does not.

14.2.5 Detailed and enforceable construction and interface protections are necessary because of the sensitivity and strategic importance of the Cambridge Biomedical Campus and the prospect of concurrent development activity.

14.3 I remain of the opinion that the Order should not be made in a form which confers unnecessary and unjustifiable compulsory purchase powers over the Pembertons' interests. If the negotiated settlement of the Overarching Agreement secures the protections and reduced land take described above, those concerns may be capable of being resolved without continued objection.

15. WITNESS CONFIRMATION

16. I believe that the facts stated in this proof of evidence are true and that the opinions I have expressed are my true and professional opinions. I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

Signed: 

John Sommerville MRICS

Bidwells

Date: 10th November 2026