Statement of Common Ground Between Stephen Partridge-Hicks and Kelly McClain Hathaway and Cambridgeshire County Council

Draft for comment: version 1 / 14 October 2026

Transport and Works Act 1992

The Transport and Works (Inquiries Procedure) Rules 2004

The Cambridge South East Transport Order 202[X]

Applicant's Statement of Common Ground with Mr Partridge-Hicks and Ms McClain Hathaway

Planning Inspectorate Reference	
Application Document Reference	
Author:	Cambridgeshire County Council

Version	Date
REV 1	October 2026

Contents

1 Introduction 4
1.1 Purpose of this document 4
1.2 Parties to this Statement of Common Ground 4
1.3 Terminology 4
2 Record of Engagement 5
3 Issues 9
3.1 Issues agreed, not agreed or under discussion 9

1 Introduction

1.1 Purpose of this document

1.1.1 This Statement of Common Ground (SoCG) has been prepared in respect of the Cambridge South East Transport Scheme (the “Scheme”) as part of the application made by Cambridgeshire County Council (the “Applicant”) to the Secretary of State for Transport, for a Transport and Works Act Order (TWAO) under sections 1, 3 and 6 of the Transport and Works Act 1992 (the “1992 Act").

1.1.2 A detailed description of the Cambridge South East Transport scheme ("The Scheme") can be found in Chapter [2] of the Applicant's Environmental Statement (Doc Ref **[CSET-10-02-00]**.

1.1.3 This SoCG does not seek to replicate information which is available elsewhere within the application documents. All application documents referred to are available on the Inquiry website.

1.1.4 This SoCG has been produced to confirm to the Inquiry and Secretary of State where agreement has been reached between the parties to it, and where agreement has not (yet) been reached. SoCGs are an established means in the planning process of allowing parties to identify and focus on specific issues that may need to be addressed during the Inquiry.

1.2 Parties to this Statement of Common Ground

1.2.1 This SoCG has been prepared between (1) the Applicant and (2) Mr Partridge-Hicks & Ms McClain Hathaway **[OBJ-440].** This Statement of Common Ground relates only to matters relating to their capacity as landowners. It is noted that Mr Partridge-Hicks and Ms McClain Hathaway are also part of the Better Ways for Busways Consortium, of which the primary interest is advocating for an alternative route option (known as the BW4B alternative). These matters are addressed in a separate SoCG accordingly.

1.2.2 The Applicant is the Local Highway Authority for its administrative area for the strategic road network and has the necessary powers and duties to operate, manage, maintain, and enhance the local transport network.

1.3 Terminology

1.3.1 Within the table in Section 3, Issues of this SoCG, the terminology is as follows:

- “Agreed” indicates area(s) of agreement.
- “Under Discussion” indicates area(s) of current disagreement where resolution remains possible, and where parties continue discussing the issue(s) to determine whether they can reach agreement by the end of the Inquiry; and
- “Not Agreed” indicates a final position for area(s) of disagreement where the resolution of the divergent positions will not be possible, and parties agree on this point.

1.3.2 It can be assumed that matters not specifically referred to in Section 3 have not been discussed with Stephen Partridge-Hicks and Kelly McClain Hathaway.

2 Record of Engagement

2.1.1 A summary of the meetings and correspondence that has taken place between the Applicant and Stephen Partridge-Hicks and Kelly McClain Hathaway in their capacity as landowners only is set out in Table 2.1.1. A separate Statement of Common Ground has been prepared relating to the objection made by the Better Ways for Busways Consortium (which includes Stephen Partridge Hicks, Kelly McClain Hathaway, the Magog Trust, Hobson's Conduit Trust and the Parish Councils of Stapleford, Great Shelford, & Babraham), which includes a separate record of engagement.

Table 2.1.1 Record of Engagement

Date	Form of Correspondence	Key Topics Discussed and Key Outcomes
20th April 2021	Meeting	Discussed an overview of the scheme, including details relating to ground investigation works at the farm, land ownership and how the proposed scheme relates to North Farm. Mr Partridge-Hicks stated that he and his wife own the farm, the access track and the pond. The minutes were issued for his review and approved with his corrections (May 2021).
2nd June 2021	Meeting	Discussion relating to cost-benefit analysis and electrical power issues.
16th July 2021	Meeting	Meeting included update on latest CSET proposals in the vicinity of the landholding and likely access requirements.
20th July 2022	Email	Email sent proposing an online meeting with Mr Partridge-Hicks
27th July 2022	Email	Request for ecological survey access; response highlighted ecological sensitivities
07th March 2023	Email	Request for tree survey access
13th March 2024	Email	Access for tree surveys refused
12th June 2024	Letter	Letter issued to Ms McClain Hathaway's registered address requesting access; no response
26th July 2024	Email	Email sent regarding RFI and survey access
12th November 2024	Email	Bruton Knowles issues draft Heads of Terms to Mr Partridge-Hicks for plot 98, without prejudice and subject to contract. He responds on 13 November 2024.
3rd December 2024	Letter	Bruton Knowles posts draft Heads of Terms to Book of Reference address to Ms McClain Hathaway for plots 95 and 97, without prejudice and subject to contract. These were returned to sender on the 9th December, re-issued by email on the 24th December. Ms McClain Hathaway replied on 27 January 2025 asking for her address details to be updated, but did not respond to the offer. The Heads of Terms were re-sent with the amended address details on the 3rd February 2025. No response to the offer is recorded.
5th September 2025	Meeting	Bruton Knowles (N Billingsley, V Gray) meet Mr Partridge-Hicks at North Farm. He remains opposed to the scheme, raising the disused railway alternative, ecology, the width of the land take and how he would cross the busway to reach his property. The consideration was discussed and no agreement was reached.
12th January 2026	Email	CBRE introduces itself to Mr Partridge-Hicks, having been appointed by GCP to take over responsibility for landowner engagement. It proposes a meeting and invites discussion of acquisition by agreement, noting that reasonable professional fees can be considered. Bruton Knowles acted before that.
3rd February 2026	Meeting	Meeting at CBRE's offices, at CBRE's invitation (email of 12 January 2026); J Franklin and B O'Connor attending. Mr Partridge-Hicks preferred that the AtkinsRéalis design team did not attend this first meeting CBRE's email of 10 February records that access gates and screening were discussed; Mr Partridge-Hicks regards such discussion as premature. He indicated that correspondence for Ms McClain Hathaway could be coordinated through him (recorded in CBRE's email of 2 April 2026).
10th February 2026	Email	Mr Partridge-Hicks has identified 12 numbered concerns in relation to the scheme and notes that no further information has been received in the week since the meeting.

10th February 2026	**Email**	**CBRE (J Franklin) confirms that the 12 points raised relate to the scheme as a whole rather than to property-specific matters and will be referred to the wider project team. It is also recorded that the purpose of the meeting was to understand the potential impact on retained land and explore possible mitigation, and that nothing discussed at the meeting would prejudice his objection.**
12th February 2026	**Email**	**CBRE issues note of 3rd February meeting**
13th February 2026	**Email**	**Mr Partridge-Hicks requests a Word version of the meeting minutes to enable him to identify and correct any inaccuracies, noting that he is "not sure we attended the same meeting".**
16th February 2026	**Email**	**CBRE declines to circulate an editable version; invites specific wording and proposed corrections for review.**
16th February 2026	**Email**	**Mr Partridge-Hicks disputed the accuracy of the record of the meeting, referring to it as "factually incorrect". He offered either to provide suggested amendments to the draft record or, alternatively, to proceed on the basis that the contents of the draft record were not agreed.**
16th February 2026	**Email**	**CBRE agrees to review any factual amendments Mr Partridge-Hicks proposes and to reissue the note where amendments are agreed.**
24th February 2026	**Email**	**Mr Partridge-Hicks declined to provide amendments, stating: "Your minutes are NOT accepted by me as any kind of record of the meeting." He proposed that "we had a meeting and nothing was agreed". No amendments have been provided.**
25th February 2026	**Email**	**CBRE accepts that Mr Partridge-Hicks does not adopt the note and proposes proceeding on the basis that a meeting took place and no matters were agreed; confirms responses to the 12 points are being collated.**
25th February 2026	**Email**	**Mr Partridge Hicks agrees that nothing was agreed in meeting of 3rd February.**
6th March 2026	**Letter (sent by email)**	**GCP (J Baker) letter responding to Mr Partridge-Hicks' 12 points, sent to him by CBRE by email, with CBRE confirming that it remained willing to discuss mitigation and terms for acquiring the land required. No response to the letter has been received.**
2nd April 2026	**Email**	**CBRE writes to Ms McClain Hathaway as a separate legal interest holder, and to Mr Partridge-Hicks recording his statement that he acts for her. Each email copies the other party, GCP and AtkinsRealis. No reply from Ms McClain Hathaway.**
13th April 2026	**Email**	**CBRE writes to Mr Partridge-Hicks with his survey plan; offers five working days' notice of the first visit of each survey type and 24 hours thereafter, and notes that ad hoc access is required to March 2027.**
13th April 2026	**Email**	**CBRE writes separately to Ms McClain Hathaway with her own survey plan, asking whether she is agreeable to the access arrangements. No reply from Ms McClain Hathaway.**
13th April 2026	**Email**	**Mr Partridge-Hicks consents on two conditions: that the survey results are shared openly by the ecologists direct, and that 48 hours' notice and contact details for each team are provided. He writes on behalf of both parties and copies Ms McClain Hathaway.**
15th April 2026	**Email**	**CBRE accepts both conditions referred to above**
15th April 2026	**Email**	**Mr Partridge-Hicks subsequently confirms no objection to proceeding on this basis.**

17th June 2026	**Email**	**CBRE offers survey dates of 2, 3, 16 and 17 July with named ecologists; AtkinsRealis coordinator copied.**
Early July 2026	**N/A**	**Ecology surveys undertaken at North Farm in early July 2026.**
3rd August 2026	**Email**	**Mr Partridge-Hicks raises concerns that the survey report has not been provided and requests that it be supplied as previously agreed.**
20th August 2026	**Email**	**CBRE confirms that the commitment to share the survey outputs stands, that the outputs are not being held pending review or approval by GCP, AtkinsRéalis or CBRE, and that the reports have not yet been written up.**
3rd September 2026	**Email**	**Mr Partridge-Hicks states that a firm undertaking was given to provide the relevant material, which he considers has not been fulfilled. He indicates that this matter is likely to be among the issues raised at the forthcoming Public Inquiry.**
4th September 2026	**Email**	**CBRE confirms that the ecologists are finalising the report and that, as agreed in April, it will be provided directly to Mr Partridge-Hicks. CBRE further confirms that AtkinsRéalis will make contact shortly**
7th September 2026	**Email**	**AtkinsRéalis (E. Kebede) confirmed that the report covers the breeding bird surveys undertaken across the scheme as a whole, rather than being limited to his landholding. AtkinsRéalis hoped to have a draft ready to share within the next couple of weeks, following review by its senior ecologists.**
7th September 2026	**Email**	**Mr Partridge-Hicks agrees to provide access for the reptile survey at North Farm on Friday 11 September and reports that he has created a hibernaculum and a reptile-friendly compost heap. He maintains that GCP has, in his view, reached a position of "no trust whatsoever" within the community.**

2.1.2 It is agreed that this is a non-exhaustive record of key meetings and other forms of consultation and engagement undertaken between the Applicant and Stephen Partridge-Hicks and Kelly McClain Hathaway in relation to issues addressed in this SoCG.

Page Left Intentionally Blank

3 Issues

3.1 Issues agreed, not agreed or under discussion

3.1.1 **Table 3.1.1** below details the issues which have been agreed, not agreed or are under discussion between the Applicant and Mr Partridge-Hicks and Ms McClain Hathaway.

Table 3.1.1 - Issues

Issue No.	Issue	Document Reference	Mr Partridge-Hicks and Ms McClain Hathaway position	Applicant's Position	Status	Date and Method of Agreement
1.	Ecology survey Access		Access for non-intrusive ecology surveys agreed by email (13 to 15 April 2026), on Mr Partridge-Hicks' conditions that the survey results are shared openly by the ecologists, with 48 hours' notice of each visit and contact details for each survey team. Access for reptile surveys agreed on 7 September 2026.		Agreed	
2.	Ecology Surveys		Mr Partridge-Hicks: access was agreed on condition that the survey results are shared with him openly by the ecologists (13 April 2026). He considers this has not been met ("You have failed to deliver", 3 September 2026) and has asked for the original report with confirmation that it has not been edited (3 August 2026).	Applicant: the commitment to share the outputs stands; they are not being held pending review or approval by GCP, AtkinsRéalis or CBRE, and will come to him directly from the ecologists (CBRE, 20 August and 4 September 2026). AtkinsRéalis confirmed on 7 September 2026 that a draft of the scheme-wide breeding bird survey report will be shared with him once reviewed by its senior ecologists when available.	Under Discussion	
3.	Record of the meeting of 3 February 2026	Emails of 24 and 25 February 2026	A meeting took place on 3 February 2026 and nothing was agreed ("We can agree that nothing was agreed at our meeting in your offices", 25 February 2026).	A meeting took place on 3 February 2026 and nothing was agreed. CBRE's note of the meeting is not adopted by Mr Partridge-Hicks.	Agreed	**Email, 25 February 2026**
4.	Width of the land take	CD2-OBJ-440 ¶22; Statement of Case ¶27	The objection states that the land take is "a corridor of 35m" and that "It is unclear why the excess land is required". The Statement of Case describes the corridor as "never less than 16.5m, in places up to 30m".	Across Mr Partridge-Hicks' and Ms McClain Hathaway's land the Order land is generally between 26 m and 30 m wide, widening to about 35 m at the North Farm access crossing. The corridor carries the busway, a 2 m verge separating it from the 3 m emergency and maintenance access track, and a further 2.5 m verge alongside the track [CD3-01 para 8.2.6–8.2.8], with space for drainage and sustainable drainage features [CD3-01 para 12.3.5(j)]. At North Farm it also takes the acoustic bund to the north of the busway [CD3-01 para 11.7.3(d)], with the earthworks and planting needed to form and screen the route. Towards the north-western end of plot 097 the busway curves slightly north, away from the boundary with the disused railway. The Order land there runs to that boundary, widening to about 54 m, because the strip left south of the busway would otherwise be small and without access. The Applicant's intention is to acquire only the minimum land reasonably required [CD3-01 para 12.16.3], and it is open to reviewing the extent of land required from affected parties at detailed design.	Under Discussion	
5.	Access and mitigation at North Farm (crossing the busway, gates and screening)	Bruton Knowles meeting, 5 September 2025; emails of 10 February and 6 March 2026	Mr Partridge-Hicks has asked how he will cross the busway to reach his property (5 September 2025). He regards discussion of these details as premature ahead of the Public Inquiry (10 February 2026).	Access to North Farm across the busway is retained by the North Farm access crossing shown on the Proposed Site Plans [CD1-12.05, sheet 10]; its form is a matter for detailed design. The matters raised to date include a second gate, screening and an electric main gate (CBRE email, 10 February 2026). They are capable of being settled through the agreement the Applicant has offered to discuss and through detailed design, and CBRE remains willing to discuss them (6 March 2026). Any loss to retained land falls to be compensated under the Compensation Code.	Under Discussion	
6.	Acquisition by agreement	Bruton Knowles heads of terms (12 November and 3 December 2024); CBRE heads of terms (2026)	[For Mr Partridge-Hicks and Ms McClain Hathaway to confirm]	Heads of terms were issued by Bruton Knowles to Mr Partridge-Hicks on 12 November 2024 and to Ms McClain Hathaway on 3 December 2024. Revised heads of terms were issued by CBRE to each of them in October 2026. They offer terms for the acquisition of the land and preserve each Landowner's entitlement to all other compensation under the Compensation Code, including severance and injurious affection. The Applicant remains willing to discuss them.	Under Discussion	

Issue No.	Issue	Document Reference	Mr Partridge-Hicks and Ms McClain Hathaway position	Applicant's Position	Status	Date and Method of Agreement
7.	Compelling Case	CD2-OBJ-440 (page 2)	CCC have not demonstrated that there is a compelling case in the public interest to justify the compulsory acquisition	The responses relating to strategic issues relating to public transport policy, alternatives appraisal, environmental and landscape impacts, safety and technology matters, and the overarching justification for the Scheme are set out in the Outline Business Case **[CD1-19].** From a property perspective, the Order includes only the land required to deliver the busway alignment, maintenance track, minor earthworks and planting, and the noise bund and associated filter drain. The extent of land included in the Order is the minimum reasonably required. CCC remain open to discussions to address any practical access, reinstatement or boundary matters that may arise as the Scheme progresses.	Not Agreed	
8.	Cost and Impact of Scheme	CD2-OBJ-440 (page 2)	CCC have failed to show that the cost (financial and harmful impact) will be outweighed by the benefit of the scheme	The Outline Business Case specifically demonstrates that the benefits of the scheme outweigh the costs **[CD1-19].**	Not Agreed	
9.	Value for money	Point 1 of 10th February 2026 email	The GCPs route will cost ~£100m more than the alternative and therefore represents very poor value for money for a similar service	GCP agree that in principle the preferred route would cost more than the on road-scheme as proposed by BW4B but the difference is far less than suggested once factors such as the travel hub and a link from the A1307 to CBC are taken into consideration. This is addressed in the submitted technical note relating to the on-road option **[CD12-12].**	Not Agreed	
10.	Impact of CAM	Point 2 of 10th February 2026 email	The off road routes was required to comply with the then Mayor's CAM - that plan was scrapped 2 mayors ago and is not a justification for the choice of route	The off-road route was selected for a number of reasons, notably its ability to support growth. As the CAM was never a committed scheme, CAM compatibility was never the main criteria for the choice. The issue has been comprehensively revisited since in a further assessment of the issues as well as in the subsequent technical note **[CD1-2507]**.	Not Agreed	
11.	Village Connectivity	Point 3 of 10th February 2026 email	The explanation that the off road route "serves the villages" is entirely specious - the bus stops are outside each the villages by as much as 1 km and Shelford will be well served by a main line railway link to Cambridge South when that station opens	The off-road route now runs directly past the edge of the built area of the villages and the proposed bus stops were never proposed outside the villages in the order of distance of 1km. Great Shelford will indeed have the option of rail connection to Cambridge South and Cambridge but will not have a service frequency comparable to the busway.	Not Agreed	
12.	Operational benefits	Point 4 of 10th February 2026 email	The GCP's route will only have any benefits once the entire scheme has been built and is operating. In contrast the A1307 alternative can be built in phases providing immediate benefits	Subject to consents, it is correct that the A1307 alternative could potentially be built in phases, but each phase of construction would cause disruption to the section being upgraded. In addition, until all the bus priority improvements are in place, any localised improvements may be undermined by a potential increase in congestion at downstream locations. As such it would be unlikely any benefits would be achieved through partial implementation. Rather it is likely the A1307 would suffer a number of years of intermittent delays.	Not Agreed	
13.	2018 Consultation	Point 5 of 10th February 2026 email	In the 2018 consultation ~60% of respondents preferred the two A1307 routes offered	The preferred option is broadly consistent with Strategy 1 presented in the 2018 consultation. Strategy 1 was supported by over 60% of respondents and was the most popular option during the 2018 consultation. As with all consultations, they are not a referendum, and the intention is always to inform the wider scheme appraisal. However, the point made does not reflect the feedback received.	Not Agreed	
14.	Local Liaison Forum	Point 6 of 10th February 2026 email	The chair of the Local Liaison Forum is of the opinion that the GCP "set up the LLF for show" and didn't take any notice of the recommendations	As detailed in the consultation report, the LLF rejected the options presented to it in February 2017 and through workshops helped to develop the options presented	Not Agreed	

Issue No.	Issue	Document Reference	Mr Partridge-Hicks and Ms McClain Hathaway position	Applicant's Position	Status	Date and Method of Agreement
				in the 2018 consultation. The assertion that its recommendations were disregarded is not supported by the consultation report **[CD1-0501].** Whilst the Chair of the LLF, Mr. Orgee, has submitted an objection to the scheme, as he is entitled to do, he does not make the points which have been attributed to him.		
15.	Landscape Impact	Point 7 of 10th February 2026 email	The impact to the landscape of the off road route is much more significant than widening the existing A1307 travel corridor	The impact of an off-road route has a greater impact on the landscape; this is reflected in the Environmental Statement **[CD1-10].** Notwithstanding the above, this is not considered to outweigh overall scheme benefits.	Not Agreed	
16.	Use of concrete and carbon	Point 8 of 10th February 2026 email	The GCP's off road route requires two new large bridges over the river granta and its floodplain at vast expense, use of concrete and carbon. The alternative requires no such bridges	The required crossings of the River Granta and its floodplain are impacts which are assessed in the overall consideration of the scheme and are not considered to outweigh overall scheme benefits.	Not Agreed	
17.	Level Crossing Disruption	Point 9 of 10th February 2026 email	The disruption to the villages of having level crossings for the guided buses to all E-W traffic is material. There is no such disruption on the A1307 as there are no villages impacted by the route	There will be no "level crossings". Signal controlled junctions will ensure safety at the intersections with East-West routes, but these will cause far less disruption than if, for example, the railway was reinstated with a level crossing east of Sawston (were Network Rail to approve reinstatement of a level crossing).	Not Agreed	
18.	Campus Connectivity	Point 10 of 10th February 2026 email	The off road route fails to connect the campuses of CBC and BRC. The alternative A1307 route does this	The A1307 connects the Hills Road entrance of CBC to the entrance of BRC, but does so in a limited manner which requires the negotiation of existing junctions. The proposed route has the potential for connectivity to BRC and indeed Granta Park in due course.	Not Agreed	
19.	Journey Times	Point 11 of 10th February 2026 email	Journey times from the new P&R to CBC will be similar for the GCP's off road route (with stops outside the 3 villages) and the more direct route with segregated bus lanes along the A1307 (with only 1 stop at BRC).	The preferred route performs better than the on-road option is expected to do as set out in the September 2025 Technical Note **[CD12-12].**	Not Agreed	
20.	East West Rail	Point 12 of 10th February 2026 email	E-W Rail will provide a new connection into the West of the CBC campus. There is little value in having CSET arrive in the West side of CBC when the expansion of CBC is planned to the East, which is where the alternative route arrives via the spur road in CBC's 5 year plan	Whether EWR is delivered or not, Cambridge South will, in any event, become a key transport hub for the CBC. As such it is essential that CSET provides connectivity to Cambridge South station. That does not preclude services also serving new areas of CBC as the site grows.	Not Agreed	

Signed on behalf of Cambridgeshire County Council: ……..

Name:……

Authorised Signatory

Dated:……

Signed by Mr Partridge-Hicks and Ms McClain Hathaway: ……..

Name:……

Authorised Signatory

Dated:……