Doc Ref: CD27-01 APP-W11-01

DfT Ref: TWA/25/APP/01

Transport and Works Act 1992

Transport And Works (Inquiries Procedure) Rules 2004

Inquiry into:

THE CAMBRIDGE SOUTH EAST TRANSPORT ORDER

Proof of Evidence of James Franklin

of CBRE

On behalf of the Greater Cambridge Partnership

Planning Inspectorate Reference – DPI/E0535/25/7

CBRE Land Assembly & Compulsory Purchase

10 November 2026

Contents

1 Qualifications and Experience 3
2 Scope of Evidence 8
3 Description of the Order Land and Powers Sought 10
4 Approach to Negotiation and Engagement 16
5 Progress on Agreements & Summary of Engagements 24
6 Objections and Responses 30
7 Summary and Conclusions 62
8 Declaration 63

Appendices

A Engagement & Powers Sought Summary 66
B Table of Agreement Progress 67
C TWAO Negotiation Status map 68

 ©2026 CBRE, INC.

1 Qualifications and Experience

Qualifications

1.1 My name is James Alexander Franklin. I hold a BSc (Hons) degree in Valuation and Estate Management from The University of West of England (Bristol). I am a member of the Royal Institution of Chartered Surveyors (MRICS) and a member of the Compulsory Purchase Association. I am a Senior Director in the Compulsory Purchase Team at CBRE Limited based in London.

Experience

1.2 I have over 20 years' experience of providing advice on compulsory purchase and compensation matters following 1 year in development and a further year in agency. Prior to specialising in compulsory purchase, I worked in a number of different areas in surveying and have experience in development, property management and agency (retail and office). I now advise acquiring authorities, developers and claimants on both compulsory purchase procedure and the settlement of compensation claims.

1.3 I have worked on multiple compulsory purchase schemes. The early part of my career in compulsory purchase was focussed on infrastructure and transport where I had worked on schemes for the DLR (TfL) Railway extensions (Transport and Works Act Order), Olympic Park and Network Rail DCO schemes.

1.4 More recently I have advised on High Speed Two with regards to acquisition of land and property in Euston and Old Oak Common. I advised the High Speed 2 petition response team, attended public consultations, negotiated numerous claims (including major acquisitions in Euston and Old Oak Common), worked to remove petitions/objections and prepared for tribunal referrals.

1.5 I currently lead the CBRE team on multiple Greater Cambridge Partnership (GCP) projects including this scheme, the Cambourne to Cambridge Guided Busway, the Waterbeach to

©2026 CBRE, INC.

Cambridge Guided Busway and 11 Greenways (Active Travel Paths). All the projects involve engagement and negotiations with affected parties, advising on land assembly strategy. Like the Cambridge South East Transport Scheme Order the Cambourne to Cambridge Guided Busway and the Waterbeach to Cambridge Guided Busway require the submission of Transport and Works Act order applications.

1.6 Most recently I appeared as expert for the promoting authority in respect of land and property matters on the Cambourne to Cambridge Guided Busway at the public inquiry held in November 2025. The Order and deemed planning permission was confirmed by the Secretary of State for Transport on 8 September 2026 (with modifications & conditions).

Experience as applicable to the Scheme

Scheme Summary

1.7 As detailed in the Applicant's Statement of Case [CD3-01], the Applicant (Cambridgeshire County Council or 'CCC') has applied to the Secretary of State (SoS) to progress an application for a Transport and Works Act Order. The Order is to authorise works and purchase of land to allow implementation, operation and maintenance of a guided busway.

1.8 It will provide a new public transport corridor linking the Cambridge Biomedical Campus to the south-east of Cambridge with a new Travel Hub located near Babraham, together with associated stops, bridges, crossings, landscaping and ecological mitigation (the Scheme).

My Involvement with the Scheme

1.9 CBRE was appointed by the Greater Cambridge Partnership (GCP) in June 2022 under a Land and Property Services framework agreement, and I have led the delivery of that commission on behalf of CBRE.

1.10 The scope of CBRE's initial instructions focused on the provision of land and property advice in connection with a number of major transport projects across Cambridge and Cambridgeshire, including the Cambourne to Cambridge Guided Busway, the Waterbeach to Cambridge Guided Busway, and a programme of Active Travel (greenway) routes.

1.11 At that time, landowner engagement and negotiation in relation to the Cambridge South East Transport (CSET) Scheme was being undertaken by a separate adviser appointed by the GCP.

©2026 CBRE, INC.

1.12 CSET did not therefore form part of CBRE's original instructions under the framework agreement.

1.13 My instructions in respect of landowner engagement and negotiation for the CSET Scheme commenced in August 2025, following the transfer of responsibilities from the GCP's previous property advisers, Bruton Knowles.

1.14 As part of that transition, CBRE received a record of landowner correspondence and prior engagement undertaken on behalf of the GCP in relation to the CSET Scheme.

1.15 Since August 2025, CBRE has continued engagement with affected landowners and occupiers from the position reached at the point of transfer; building on the earlier discussions rather than recommencing engagement afresh.

My Responsibilities

1.16 My responsibilities on this project are:

i. Advising on the anticipated cost of purchasing the land required for the Scheme and regularly updating this to reflect changes in the market and additional information obtained through discussions with owners and occupiers;

ii. Leading negotiations to acquire land interests by agreement with the owners and occupiers of properties included in the Order limits;

iii. Advising on technical aspects of the compulsory purchase process including the extent of land and rights required to be included within the Order;

iv. Supporting the justification of use of compulsory purchase powers under the Order;

v. Responding to objections made by landowners and occupiers, where those objections relate to land acquisition, compensation, or engagement.

1.17 My evidence focuses on negotiations carried out with the owners of those interests required to deliver the Scheme.

1.18 The purpose of my evidence is to explain how the GCP has approached the acquisition of land and rights required to deliver the Scheme.

 ©2026 CBRE, INC.

1.19 In particular, my evidence describes the process and actions undertaken to meet the requirements set down in MHCLG "Guidance on the Compulsory Purchase Process" (June 2026) (The 2026 Guidance) **[CD11-18.01].**

1.20 I also address the following matters in the Secretary of State's Statement of Matters dated 19 October 2026, as set out in the table below:

STATEMENT OF MATTERS REFERENCE	STATEMENT OF MATTERS TEXT	COVERAGE THROUGH MY PROOF OF EVIDENCE	COVERAGE THROUGH PROOFS OF EVIDENCE OF OTHERS
4(e)	The implications of the development on agricultural land.	I describe the crossing and access points provided so that agricultural land can continue to be farmed (3.25 and Section 6).	—
6(a)	Whether there is a compelling case in the public interest to justify conferring on CCC powers to compulsorily acquire and use land for the purposes of the scheme, including whether reasonable efforts have been made by the acquiring authority to negotiate the purchase of land by agreement.	I describe how reasonable efforts have been made by the acquiring authority to negotiate the purchase of land by agreement (Sections 4 to 6).	The overall planning balance and the compelling case in the public interest are covered in the Proof of Evidence of Caroline McDade **[CD27-01 APP-W10-01]**.
6(d)	Whether all the land and rights over land which CCC has applied for are necessary to implement the scheme.	I confirm that the land and rights sought are necessary, and describe how the powers sought have been limited to what the Scheme requires (Section 3, 3.27 and 3.28).	The need for each element of the Scheme's design is covered in the Proof of Evidence of Mark Connelly **[CD27-01 APP-W9-01]**.

1.21 My role has included:

i. Engaging with landowners and occupiers affected by the Scheme;

ii. Issuing offers of compensation and draft heads of terms, including proposals for option agreements where appropriate;

iii. Seeking to acquire land interests by agreement wherever practicable; and

 ©2026 CBRE, INC.

iv. Securing agreements with as many parties as possible, with negotiations continuing in many other cases.

Terminology

1.22 In my proof of evidence references to the core documents are by the abbreviation, for example **[CD.1]**. Specific abbreviations are noted in the text on first use, and these abbreviations are also set out in the Glossary to the Statement of Case **[CD3-01, p.5].** Other proofs are referred to by the name of the author and document reference.

 ©2026 CBRE, INC.

2 Scope of Evidence

Summary of Scope of Evidence

2.1 My proof of evidence is structured as follows:

SECTION	TITLE	PAGE
1	Qualifications and Experience	3
2	Scope of Evidence	8
3	Description of the Order Land and Powers Sought	10
4	Approach to Negotiation and Engagement	16
5	Progress on Agreements & Summary of Engagements	24
6	Objections and Responses	30
7	Summary and Conclusions	62
8	Declaration	63

Core Evidence

2.2 Sections 4, 5 & 6 are given brief explanatory notes below because they form the core of my professional evidence. They set out:

i. How land and rights have been pursued by agreement; and

ii. How the resulting objections have been addressed.

2.3 The remaining sections are largely self-explanatory and therefore are not detailed further.

Section 4 – Approach to Negotiation and Engagement

2.4 This section provides an account of the approach taken to engage with landowners and occupiers, including evidence of efforts to acquire land by agreement in accordance with "The 2026 Guidance" **[CD11-18.01].**

©2026 CBRE, INC.

2.5 This includes an account of engagement undertaken prior to my appointment, insofar as has been evidenced in the handover materials from Bruton Knowles and is relevant to the Inquiry.

Section 5 – Progress on Agreements & Summary of Engagements

2.6 This section provides the current status of negotiations with affected parties by way of categorising affected landholders by the status of progress towards agreements.

2.7 These categories are used consistently throughout this proof and are explained in further detail in Section 5 and Appendix B.

- Agreement Completed
- Terms Agreed – In Legal Hands
- Terms Agreed – Subject to Contract
- Terms Substantively Agreed
- Offer Made – Engaged and Negotiating
- Engaged
- Engaged and Negotiating
- Offer Made – No Material Engagement
- Controlled by Promoter
- Land No Longer Required

Section 6 – Objections and Responses

2.8 This section addresses the formal objections raised to the Cambridge South East Transport and Works Act Order insofar as they relate to land acquisition and compensation matters. It provides a response to each objector's concerns, as is relevant to land and property, with cross-references to relevant evidence where appropriate.

©2026 CBRE, INC.

3 Description of the Order Land and Powers Sought

Description of the Order Land

3.1 The Cambridge South East Transport (CSET) Scheme is located to the south-east of the city of Cambridge. The proposed route will run from a new Travel Hub site near Babraham to the Cambridge Biomedical Campus, providing a segregated public transport corridor with associated stops, emergency and access maintenance track (EMAT) and supporting infrastructure.

3.2 The application is for a corridor that allows sufficient space to construct the busway and associated EMAT, public transport stops, bridges and any ancillary works including for landscaping and ecological mitigation. In addition, a new travel hub has been proposed on land located off the A11.

3.3 The "Order Land" therefore includes highway verges, agricultural land, private gardens, land within the Cambridge Biomedical Campus in commercial and institutional ownership, part of a retirement village site, and green belt land. It comprises 163 plots and extends to approximately 277.71 acres. These figures are for the Order Land as amended by the change request submitted on 6 October 2026 [CD24-01], as recorded in the updated Book of Reference (Revision 1).

3.4 A table is provided in Appendix A that summarises the interests and affected parties included within the Order, together with the plots affected and the powers sought over them. The areas involved, and the status of negotiations in each case, are set out in Appendix B. Areas in the tables in Section 6 are as digitised by Land Assembly Services and rounded to two decimal places, so a total may differ from the sum of its rows by 0.01 acres.

Powers Sought

3.5 The powers sought in the draft Order **[CD1-02]** in relation to land are:

- Powers to permanently acquire land;
- Power to acquire new rights;

©2026 CBRE, INC.

- Powers to use land temporarily in connection with the works.

3.6 The land which is intended to be used for construction, operation and maintenance of the Scheme is identified on the Works and Land Plans [CD1-11.01].

3.7 Where appropriate, the GCP have sought to engage with landowners with an interest in the land where land or new rights are required.

3.8 Further detail against each power sought is provided below.

Permanent Land Acquisition

3.9 The land coloured pink on the Works and Land Plans **[CD1-11.01]** is land which the Applicant seeks to acquire outright. It comprises 109 plots extending to approximately 154.27 acres, some 55.6% of the Order Land. It is required for the construction, operation and maintenance of the busway and its associated infrastructure, including the EMAT, the public transport stops, the bridges and the proposed travel hub.

3.10 Schedule 2 to the draft Order **[CD1-02]** limits the purposes for which 23 of those plots may be acquired, extending to approximately 24.45 acres or some 16% of the land to be acquired permanently. Rather than taking that land outright for any purpose, each of these plots may be acquired only for the purposes the Scheme requires, associated with the construction of the busway:

- attenuation and ecology ponds and associated drainage works;
- landscaping and environmental mitigation;
- flood compensation areas;
- access tracks and new private means of access to neighbouring land;
- highway improvements and new lay-bys; and
- works to a bridleway.

3.11 As well as tailoring the extent of acquisition and the purposes sought to that which is required for the design, the extent of permanent acquisition has reduced as the design has developed alongside engagement with those affected. The recent TWAO change request reduces it by approximately 12.8 acres, almost all of that on two plots, 082 and 090, following discussion with Corpus Christi College, Deal Land LLP and the Pembertons about the extent of land required for mitigation; the figures above reflect that reduction. I deal with those discussions in Section 6.

 ©2026 CBRE, INC.

New Rights

3.12 The land coloured blue on the Works and Land Plans **[CD1-11.01]** identifies land over which the Applicant's powers of compulsory acquisition are limited to the acquisition of new rights and the imposition of restrictive covenants; the freehold is not sought. It comprises 16 plots (14 in the Order as submitted) extending to approximately 5.26 acres, some 1.9% of the Order Land.

3.13 Rights are sought for the following purposes:

i. operation of the guided busway where it runs on Francis Crick Avenue at the Cambridge Biomedical Campus (plots 001 to 008);

ii. provision of access to neighbouring land, for the benefit of that land, at Great Shelford (plot 029);

iii. connection of the Scheme's surface water drainage into the existing watercourse, together with the structures associated with crossing it, at Great Shelford (plots 031, 032 and 036);

iv. installation, diversion, retention and removal of overhead electricity and communications apparatus at Sawston and Pampisford (plots 092 and 132); and

v. diversion of the National Gas Transmission FM03 Great Wilbraham to Whitwell gas pipeline at Babraham (plots 129C and 129D).

3.14 The new rights are accompanied by powers of temporary possession so that the blue land is available for access, working space and the installation of infrastructure during construction, with the permanent interest taken being the right alone.

3.15 In my view, given the requirements, this is the correct approach on each of these plots: it secures what the Scheme needs in order to be constructed, operated and maintained while leaving each owner in possession of their land.

3.16 Restrictive covenants are sought over the electricity plots, 092 and 132, and the gas pipeline plots, 129C and 129D, to protect the installed apparatus.

 ©2026 CBRE, INC.

Temporary Land Acquisition

3.17 The land coloured green on the Works and Land Plans **[CD1-11.01]** is required temporarily, for construction, and is to be released afterwards. It comprises 38 plots extending to approximately 118.17 acres, some 42.6% of the Order Land.

3.18 Temporary possession is sought for four purposes, as specified against each plot in Schedule 8 to the draft Order **[CD1-02]:** works compounds and materials storage, as indicated on the Construction Compound Plans **[CD1-12.09],** which will provide (but are not limited to) welfare facilities, offices, contractor parking, and plant and material storage; street works and access to the works; working space and access alongside the route; and the haul road and the temporary structures and approaches for crossing Hobson's Brook, together with the temporary diversion of the permissive cycle track.

3.19 The power is a bounded one, and the Order provides for that. The Applicant must give not less than 14 days' notice before entering on land. It may not remain in possession more than one year after completion of the work for which possession was taken, without the agreement of the owner. Before giving up possession it must remove the temporary works and restore the land to the owner's reasonable satisfaction. Compensation is payable for any loss or damage arising from the exercise of the power.

The Book of Reference

3.20 The Book of Reference submitted with the application contains errors and is, in places, out of date. The Applicant acknowledges them, and they have been raised by four objectors in their Statements of Case: AstraZeneca UK Limited and MedImmune Limited **[CD3-09 OBJ 365],** the Chalk Family **[CD3-18 OBJ 436],** Network Rail Infrastructure Limited **[CD3-16 OBJ 437]** and the Pembertons **[CD3-25.01 OBJ 444].**

3.21 The errors identified fall into four categories:

i. Interests recorded incompletely or omitted altogether, including leasehold interests on the Francis Crick Avenue plots;

ii. interests recorded to fewer proprietors than are registered;

iii. parties recorded as holding interests which they no longer hold, having transferred them before the application was made; and

iv. land which has vested in a third party since the application was made.

 ©2026 CBRE, INC.

3.22 As to the last of those, sections of plots 002, 004 and 006 vested in Network Rail Infrastructure Limited by a General Vesting Declaration made on 7 November 2023 under the Cambridge South Infrastructure Enhancements Order, and that is not reflected in the Book of Reference as submitted.

3.23 An updated Book of Reference (Revision 1, November 2026), in draft and to be submitted to the Inquiry, addresses these matters. It also carries through the accepted change request, together with minor adjustments to plot extents, including the removal of plot 027 and the realignment of the boundary between plots 028 and 030; the figures given earlier in this section reflect it. I do not seek to resolve individual entries in my evidence. Where an objector has identified a specific correction I address it in Section 6 by reference to this section.

3.24 None of these matters affects the extent of the land included in the Order, the powers sought over it, or the areas involved. They concern the record of who holds interests in that land. Where the identity of an interest has been in doubt, the Applicant has engaged with each party who has come forward, and I deal with that engagement in Section 6.

Agricultural Land

3.25 Outside the Cambridge Biomedical Campus, much of the Order Land is agricultural land (3.3). Where the busway crosses a holding, the Scheme provides crossing and access points so that the retained land can continue to be farmed: at Babraham for Cheveley Park Farms (6.159), at North Farm (6.151), at Deal Farm (6.116), at Granhams Farm (6.85), for the Chalk Family (6.103) and for the Pembertons (6.30).

3.26 These have been discussed at length with the landowners, and Cheveley Park Farms, Deal Land, St John's College and the Chalk Family have accepted the arrangements proposed for their land; those at North Farm and for the Pembertons are addressed at 6.151 and 6.30. The only land to be left sterilised is a small area on Cheveley Park Farms' holding, shown on a plan agreed with it (6.161). Land used temporarily is returned and restored (3.19), land drainage is to be maintained or reinstated (6.86, 6.159), and any loss in value of retained land is compensated under the Compensation Code (4.26).

Extent of the Land and Rights Sought

3.27 The need for each element of the Scheme's design is a matter for Mr Connelly **[CD27-01APP-W9-01]**. All the land and rights over land for which the Applicant has applied are necessary to implement the Scheme, and on each plot the power sought goes no further than the requirement:

 ©2026 CBRE, INC.

- outright acquisition only for permanent elements of the Scheme, with Schedule 2 limiting the purposes for which 23 of those plots may be acquired (3.9, 3.10);
- new rights and restrictive covenants only, not the freehold, on 16 plots, leaving each owner in possession of their land (3.12 to 3.16); and
- temporary possession only, with the land returned afterwards, on 38 plots (3.17 to 3.19).

3.28 The extent of permanent acquisition has reduced as the design has developed alongside engagement with those affected; the change request reduces it by approximately 12.8 acres (3.11). The Applicant's intention is to acquire only the minimum land reasonably required **[CD3-01, Para 12.16.3]**.

 ©2026 CBRE, INC.

4 Approach to Negotiation and Engagement

Role and Responsibilities

4.1 I have been instructed by GCP to secure the land and rights needed for the Scheme. I am engaged through CBRE, the GCP's property advisers.

4.2 My responsibilities are 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);

iv. support the Applicant's case for compulsory purchase powers where necessary; and

v. ensure that all acquisition activity accords with the 2026 Guidance **[CD11-18.01].**

Statutory Guidance

Note on updated statutory guidance

4.3 Engagement with affected parties has run since 2020: first by the GCP's previous property advisers, Bruton Knowles, and from August 2025 by CBRE. The Government's guidance on compulsory purchase was updated more than once during that period, most recently in June 2026. The version now in force is the 2026 Guidance [CD11-18.01].

4.4 I have reviewed the engagement undertaken by Bruton Knowles, and by CBRE since, and I am satisfied that both accord with the guidance in force when it took place and with the 2026 Guidance. The approach throughout has been to seek acquisition by agreement, through direct engagement with those affected and clear offers to acquire.

4.5 The paragraphs of the guidance on which I rely are numbered and worded identically in the January 2025 edition and the 2026 Guidance, save for paragraph 2.8. I therefore refer in my evidence only to the 2026 Guidance.

©2026 CBRE, INC.

4.6 At paragraph 2.8, compulsory purchase is no longer described as "a last resort"; it is now intended to secure the land needed "where attempts to acquire the land by agreement have failed". That is the approach followed on the Scheme throughout.

4.7 The 2026 Guidance **[CD11-18.01]** sets clear expectations which I have applied in discharging my responsibilities. In particular:

i. Paragraph 2.2 requires acquiring authorities to demonstrate that they have taken reasonable steps both to *"understand the impact of the exercise of the compulsory purchase powers included in the compulsory purchase order and the acquisition of a person's interest in the land on those persons … through direct engagement with those parties"* and to *"attempt the acquisition of all of the land and rights included in the compulsory purchase order by agreement".*

ii. Paragraph 2.7 provides that, where an acquiring authority secures the acquisition of land by agreement, it may pay compensation as if the land had been compulsorily purchased, unless the land was already on offer on the open market. Paragraphs 2.8–2.9 emphasise parallel negotiation and order preparation to encourage those whose land is affected to enter more readily into meaningful engagement and to make clear that it is willing to engage with affected parties to purchase land by agreement.

iii. Paragraphs 17.1–17.8 emphasise the benefits of such parallel negotiations and the importance of building good working relationships and engaging in open discussions with honesty and respect.

iv. Paragraphs 17.7 and 19.1(h) encourage acquiring authorities to agree to reimburse the reasonable costs of negotiation, and other costs and expenses likely to be incurred in advance of the acquisition, of those whose interests are affected.

4.8 Paragraph 17 of the 2026 Guidance expands on these expectations with practical recommendations, in answer to the question:

"What are the benefits of undertaking negotiations and engagement prior to, and in parallel with, preparing and making a compulsory purchase order?"

4.9 In summary, acquiring authorities are expected to:

 ©2026 CBRE, INC.

i. **Engage early and openly** with those whose interests are affected, treating concerns with respect and seeking to build constructive working relationships;

ii. **Communicate clearly** about the proposed scheme, its land requirements, and the potential impacts on affected parties including access, operations, severance, or relocation;

iii. **Understand site-specific matters**, including legal or physical impediments, compensation implications, and any potential for mitigation;

iv. **Use engagement to reduce risks**, including the number and scope of formal objections and the potential for Tribunal referrals;

v. **Consider a range of engagement methods**, adapting their approach to suit the nature of the interest affected;

vi. **Identify and address concerns early**, including possible amendments to the scheme where justified and deliverable;

vii. **Where appropriate, consider agreeing to reimburse the reasonable costs of negotiation,** which can help build relations and help the scheme proceed more efficiently; and

viii. **Maintain an evidential base** to demonstrate that negotiation and engagement have been undertaken in line with government guidance.

4.10 These recommendations form the basis for the approach I have taken in carrying out my instructions on behalf of the GCP.

Transition and Review of Historic Engagement

4.11 As set out in Section 1 of this proof, responsibility for landowner engagement and negotiation in relation to the CSET Scheme transferred to CBRE in August 2025, following the conclusion of the GCP's previous arrangements with its former property advisers.

4.12 As part of that transition, CBRE received a data transfer that held a historic record of landowner correspondence, meeting notes, draft heads of terms and negotiation material relating to the Scheme.

©2026 CBRE, INC.

4.13 A structured handover was undertaken including briefings and discussions with the negotiation lead at Bruton Knowles. This enabled continuity of engagement and ensured that discussions with affected parties were not recommenced by CBRE afresh.

4.14 Since our appointment, CBRE has continued engagement with landowners and occupiers from the position reached at the point of transfer of responsibility from Bruton Knowles.

4.15 We have also conducted a review of the inherited engagement material to confirm the extent and nature of engagement undertaken prior to August 2025, and its alignment with the principles set out in the 2026 Guidance. This work allowed CBRE to seamlessly pick up engagement & negotiations with affected parties.

4.16 CBRE are satisfied that the engagement work undertaken by Bruton Knowles was consistent with expectations of the 2026 Guidance and that our subsequent engagement and negotiations have built upon this work to move engagement positively forward and in some cases into solicitors' hands as agreements to be documented.

Application of the Guidance in Negotiation

4.17 This sub-section sets out the negotiation and compensation principles that have guided my negotiation strategy and landowner engagements on behalf of the GCP.

4.18 It also explains how the powers sought under the Transport and Works Act Order are expected to be implemented by the GCP, should they be confirmed, in accordance with the 2026 Guidance.

4.19 While I will not be responsible for exercising these powers, I am advising on the associated processes, and the approach I have taken to negotiations reflects the statutory framework that would apply in the event of compulsory acquisition.

4.20 In line with the 2026 Guidance 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 record of correspondence, meetings and revised HoTs.

©2026 CBRE, INC.

Negotiation Principles

4.21 In accordance with paragraphs 17.7 and 19.1(h) of the 2026 Guidance, I have, where appropriate, ensured that a commitment has been granted to cover the reasonable professional fees incurred in reviewing and negotiating terms. This has supported informed engagement and enabled affected parties to take appropriate advice without bearing the cost of that advice themselves.

4.22 I have also taken into account paragraph 13.2 of the 2026 Guidance, which requires an acquiring authority to be able to demonstrate that there are sufficiently compelling reasons for the powers to be sought at this time. I understand the extent of land and rights sought for the Scheme has been carefully defined to ensure that only what is reasonably necessary for delivery has been included.

4.23 As set out in paragraph 3.2 of the 2026 Guidance, in order to reach early settlements public sector organisations should make reasonable initial offers. The offers made by the GCP to date have been consistent with the compulsory purchase compensation entitlement and have applied compensation code principles.

Compensation Principles

4.24 The compensation code (The Code) provides the framework by which compensation is assessed to ensure the right compensation is paid to those affected. The Code is made up of legislation and case law which has developed over the preceding 150 years or so. The Code provides a set of legal principles which ensures a consistent and fair approach is taken to the assessment of losses.

4.25 The assessment of compensation will be assessed disregarding any uplift attributable to the Scheme and disregarding any impact on value due to the acquisition being compulsorily acquired.

4.26 Compensation will involve various elements, and broadly those elements of compensation can be broken down as per the following:

i. The Market Value of the interest in the land taken;

ii. 'Disturbance' payments for losses caused by reason of losing possession of the land and other losses not directly based on the value of land;

 ©2026 CBRE, INC.

iii. Loss payments (basic and occupier's loss payments, and home loss payments where a person is displaced from their home) in recognition of being required to give up land at a time not of the landowner's choosing; and

iv. 'Severance/injurious affection' payments for the loss of value caused to retained land by reason of it being severed from the land taken, or caused as a result of the use to which the land is put.

4.27 Compensation payable for the compulsory acquisition of an interest in land is based on the 'equivalence principle' (i.e. that the owner should be paid neither less nor more than their loss). The value of land taken is the amount which it might be expected to realise if sold on the open market by a willing seller (Land Compensation Act 1961, section 5, rule 2), disregarding any effect on value of the scheme of the acquiring authority (known as the 'no scheme' principle), although compensation in respect of further losses/heads of claim may also be payable depending on the particular circumstances of each case.

Alternative Dispute Resolution

4.28 In accordance with paragraph 18 of the 2026 Guidance, on behalf of the Applicant I am willing to explore alternative dispute resolution (ADR) where compensation cannot be agreed.

4.29 ADR options may include without prejudice discussions, mediation, or structured negotiation. Where appropriate, I have incorporated references to ADR mechanisms within the terms offered to affected landowners. This has included reference to the use of the RICS CPO Dispute Resolution Service as a means of resolving disputes without the need to refer the matter to the Upper Tribunal.

4.30 In cases where issues have been resolved and terms have been agreed, save for matters of value, I have proposed a contractual lands tribunal mechanism whereby the terms of an acquisition can be documented with agreement on value to follow at a later point with both parties permitted to refer the matter for determination if value cannot be agreed.

4.31 If alternative dispute resolution is not suitable or agreeable to the parties, then either party may refer the matter of compensation to the Upper Tribunal (Lands Chamber) for final resolution.

 ©2026 CBRE, INC.

Engagement Activity to date

4.32 Engagement with landowners and occupiers affected by the Scheme has taken place at different stages as the Scheme has evolved, including both prior to and following commencement of CBRE's appointment.

4.33 As detailed in Section 1, prior to August 2025, engagement was undertaken on behalf of the GCP by its previous property advisers and included initial contact with affected parties, the provision of scheme and land plans, meetings with landowners and their advisers, and early-stage discussions regarding land requirements, potential impacts, and compensation principles. In a number of cases, this engagement extended beyond introductory correspondence and progressed into substantive dialogue and in some cases issuance of heads of terms and offers.

4.34 Following CBRE's appointment in August 2025, engagement has continued from the position reached at the point of transfer. CBRE has maintained dialogue with affected parties, clarified outstanding issues, and progressed discussions with the objective of converting earlier engagement into active negotiations and agreed terms where practicable.

4.35 Since that time, I and my colleagues at CBRE have actively engaged with the landowners and occupiers affected by the Scheme whose land is required for it.

4.36 Prior to the Bruton Knowles appointment, the GCP undertook initial engagement by its project manager and project team, logs of which have been provided to me and which I have taken into account.

4.37 My engagement process has included:

i. Initial contact and provision of land plans;

ii. Follow-up correspondence, meetings and clarification of the land take;

iii. Negotiation and grant of professional fee undertakings where requested;

iv. Issuing of tailored draft heads of terms including offers to acquire;

v. Site meetings and direct discussions; and

vi. Ongoing review and revision of offer terms in light of landowner feedback.

©2026 CBRE, INC.

4.38 In several cases, discussions have moved from initial engagement into structured negotiations focused on resolving defined points of difference.

4.39 The GCP has undertaken to meet the reasonable professional fees incurred by owners and occupiers in negotiating and documenting an agreement with it.

4.40 The engagement and negotiation process has primarily been conducted by a dedicated GCP team member and myself, with support from CBRE colleagues.

4.41 Many affected freehold and long leasehold owners are now represented by professional advisors and negotiations continue to progress with those whom we have not agreed terms that have instructions to engage by their respective client.

4.42 Engagement and negotiation activity will continue in parallel with the progression of the Order, in accordance with the 2026 Guidance, with the aim of securing agreements by negotiation wherever practicable and reducing the scope of matters requiring resolution through compulsory purchase.

4.43 A table setting out the key written correspondence and engagement milestones with owners and occupiers of the Scheme is provided in Appendix A.

4.44 A detailed summary of engagement with the remaining objectors is set out in Section 6 of my evidence.

©2026 CBRE, INC.

5 Progress on Agreements & Summary of Engagements

5.1 In accordance with the 2026 Guidance I have been seeking to agree terms with affected landowners. Set out within this section is a summary of progress towards agreeing terms with landowners along with evidence of my continuing efforts to agree terms with remaining affected landowners.

5.2 Based on a review of the Book of Reference and the historic engagement material inherited from the GCP's previous property advisers, CBRE has identified the principal landowners and occupiers with whom the GCP is seeking to secure agreements, or otherwise progress matters towards resolution, in order to deliver the Scheme.

5.3 To assist in understanding the current position, I have categorised each interest based on the status of negotiations. The table below details the categorisations using consistent definitions to distinguish between concluded agreements, active discussions, and limited or no engagement.

5.4 Progress towards agreement varies between parties, reflecting the nature of each interest, the extent of land affected, and the landowner's willingness or ability to engage.

5.5 The category applied in each case summarises the current position reached in negotiations with those parties at the time of writing. The precise number of parties requiring agreement may evolve as negotiations progress, further interests are clarified, or arrangements are consolidated.

Table 1 – Negotiation Status Table

NEGOTIATION STATUS	EXPLANATION
Agreement Completed	Legally binding documentation executed.
Terms Agreed – In Legal Hands	Heads of terms settled; documentation in solicitors hands.

©2026 CBRE, INC.

NEGOTIATION STATUS	EXPLANATION
Terms Agreed – Subject to Contract	Heads of terms confirmed by both parties, subject to contract; documentation not yet with solicitors.
Terms Substantively Agreed	Heads of terms negotiated and principal terms settled; identified points of detail outstanding before terms are confirmed subject to contract.
Offer Made – Engaged and Negotiating	Offer issued and active dialogue but no agreement yet.
Engaged and Negotiating	Early-stage discussions prior to formal offer.
Engaged	Engagement with the party, but no formal offer or terms as yet.
Offer Made – No Material Engagement	Offer issued; little or no substantive response.
Controlled by Promoter	Land already in the Applicant's ownership or control; no acquisition required.
Land No Longer Required	Land included in the Order but no longer required for the Scheme; no acquisition required.

5.6 A detailed table is supplied in Appendix B detailing the negotiation status of each affected party along with the relevant plot numbers, powers sought and land areas.

5.7 A visualisation is supplied in Appendix C that applies a colour scheme to an excerpt of the TWAO Order Plan plots, reflecting the status of engagement with each landowner. The red, amber, and green coding corresponds to the negotiation categories described above, providing a spatial overview of progress made and areas where engagement is ongoing or limited.

5.8 Set out below is a commentary against each negotiation status category following the categorisation statuses set out in the table above.

Agreements Completed

5.9 No agreement has yet been completed.

©2026 CBRE, INC.

Terms Agreed – In Legal Hands

5.10 Heads of terms have been agreed with landowners, subject to contract, and legal representatives are now documenting legal agreements. These cases demonstrate progress toward acquisition by agreement, notwithstanding final execution being pending.

5.11 Landowners whose terms are agreed and are being documented by solicitors are:

- Cambridge Medipark Limited (OBJ 430);
- CBC Estate Management Limited (OBJ 431);
- Prologis UK 120 Limited (OBJ 432);
- Prologis UK CCCLXI S.à.r.l (OBJ 433);
- The Pembertons (OBJ 444);
- Chalk Family (OBJ 436);
- Cheveley Park Farms Limited (OBJ 239);
- Cambridge University Hospitals NHS Foundation Trust (OBJ 466);
- University of Cambridge (OBJ 439);
- HB Sawston No 1 Limited;
- HB Sawston No 4 Limited; and
- Philip Sills.

Engagement is now principally between legal representatives, and I anticipate that formal legal agreements will be completed in due course.

Terms Agreed – Subject to Contract

5.12 There are no parties in this category at present.

Terms Substantively Agreed

5.13 There are no parties in this category at present.

Offer Made – Engaged and Negotiating

5.14 Landowners identified as 'Offer Made – Engaged and Negotiating' have been issued offers and have maintained a level of engagement with me or colleagues at CBRE.

5.15 Discussions remain ongoing in these cases and I will continue to pursue agreements and seek to complete agreements by negotiation where parties are willing to do so.

©2026 CBRE, INC.

5.16 Landowners where offers have been made and negotiations continue are:

- AstraZeneca UK Limited and MedImmune Limited (OBJ 365);
- Corpus Christi College;
- Deal Land LLP (OBJ 461);
- Rangeford Stapleford Limited; and
- St John's College (OBJ 03).

Offer Made – No Material Engagement

5.17 In these cases, engagement has been sought and offers have been made to affected parties but little to no material engagement has followed.

5.18 In these cases, landowners have either declined to participate in discussions or entered into initial negotiations before electing to end discussions.

5.19 Landowners where offers have been made but no material engagement has ensued are:

- Kelly McClain Hathaway and Stephen Partridge-Hicks (OBJ 440).

Engaged and Negotiating

5.20 Parties with whom discussions are under way, but to whom no formal offer has yet been made, are:

- Cadent Gas (OBJ 429);
- National Gas (OBJ 370);
- Network Rail Infrastructure Limited (OBJ 437); and
- National Highways Limited.

Engaged

5.21 Parties with whom there has been engagement, but no formal offer or terms as yet, are:

- Sustrans Limited;
- Lewis Geoffrey Duke; and
- Peter James Wombwell.

©2026 CBRE, INC.

Land No Longer Required

5.22 On review, the land of the following parties is not required for the Scheme, and no offer has therefore been made. The Applicant has written, or will write, to each to confirm that it does not intend to acquire their land:

- Waterbeach Instruments Limited (plot 099); and
- Anna Marsh of 154 Hinton Way, Great Shelford, Cambridge, CB22 5AL (plot 049).

Negotiation & Engagement

5.23 In line with the expectations set out in the 2026 Guidance, I have undertaken a program of engagement with affected landowners and occupiers with the aim of securing agreements by negotiation wherever possible.

5.24 The steps taken to initiate and maintain dialogue with each party, the offers made and the engagement received in return are summarised in Appendix A, and for each objector in Section 6. They reflect my commitment to acting transparently and constructively in seeking to acquire the necessary land and rights by agreement.

Justification for Use of Compulsory Purchase Powers

5.25 Given the position outlined above, I now address why compulsory purchase powers are necessary to secure land required for the Scheme.

5.26 The GCP remains committed to acquiring land by agreement wherever possible. However, it is anticipated that the availability or use of compulsory purchase powers may ultimately be required to secure the necessary land interests or to encourage landowners who have not previously engaged to come to the table.

5.27 In accordance with paragraph 2 of the 2026 Guidance **[CD11-18.01],** and as demonstrated in my evidence, on behalf of the GCP I have sought to acquire all land and rights required for the Scheme by agreement wherever practicable. Meaningful attempts at negotiation have been pursued in all cases where ownership is known and engagement has been possible.

5.28 Despite these efforts, a number of interests remain outstanding. In my opinion, the availability and use of compulsory purchase powers is now necessary to complete land assembly for the Scheme. These powers will enable the Scheme to proceed without risk of delay arising from the refusal or inability of landowners to reach agreement.

©2026 CBRE, INC.

5.29 In some cases, it is anticipated that the prospect of compulsory acquisition may also prompt further engagement and assist in concluding negotiated agreements. The use of these powers is therefore both necessary and justified in order to ensure delivery of the Scheme within the required program.

 ©2026 CBRE, INC.

6 Objections and Responses

6.1 Within this section I have set out responses to landowner objections where they relate to matters which fall within my professional remit relating to land acquisition, property use, and engagement.

The Pemberton and Prologis Interests – Francis Crick Avenue, Addenbrooke's Road Roundabout and Dame Mary Archer Way

Background

6.2 Five objections concern the same land at Francis Crick Avenue, the Addenbrooke's Road roundabout and Dame Mary Archer Way, which I refer to as the Francis Crick Avenue corridor. They come from two groups:

- The Pembertons (OBJ 444), who own the freehold; and
- Four companies in the Prologis group:
  - Cambridge Medipark Limited (OBJ 430),
  - CBC Estate Management Limited (OBJ 431),
  - Prologis UK 120 Limited (OBJ 432) and
  - Prologis UK CCCLXI S.à.r.l (OBJ 433).

6.3 Their interests sit one on top of another, their objections largely adopt one another, and they have been negotiated together. I therefore deal with what they have in common once, here, as the Applicant's Statement of Case does **[CD3-01].**

6.4 The interests are as follows **[CD3-17; Prologis Statement of Case, Para 1.2–1.6]:**

- The Pembertons own the freehold of the corridor.
- Cambridge Medipark Limited holds long leases of the estate roads and campus infrastructure.
- CBC Estate Management Limited manages the roads (holds no estate in land).

©2026 CBRE, INC.

- Prologis UK 120 Limited and Prologis UK CCCLXI S.à.r.l hold long leases of buildings fronting Dame Mary Archer Way and rely on rights over the roads.

Land Requirements

6.5 Along Francis Crick Avenue only rights are sought; for the operation of the bus service. At the roundabout and along Dame Mary Archer Way the land is to be acquired for the busway's crossing of the junction and the works to it **[CD1-02, Sch 1 (Work No. 1), Sch 6].**

POWERS SOUGHT	PLOTS	AREA (ACRES)
Temporary use of land and acquisition of permanent rights	001–008	3.66
Unrestricted powers to acquire land	009–016	3.44

The Objections Structure

6.6 The four Prologis companies submitted a single Statement of Case. Prologis UK 120 Limited and Prologis UK CCCLXI S.à.r.l adopt the grounds of the other two. The Pembertons adopt the Cambridge Medipark objection as their own and endorse the Prologis Statement of Case **[OBJ 432–433 Para 5; CD2-OBJ-444, p.2; Pembertons' Statement of Case, Para 3.1–3.2].**

6.7 Cambridge Biomedical Campus Ltd (OBJ 363) writes for the Campus partners, whose rights of access and services over the corridor are granted in their leases **[CD2-OBJ-363, concern 1; CD2-OBJ-430, Para 3.3]**. It is not a party to the negotiation described below. Its grounds on access, private rights and drainage are common to the group, so I answer them here. AstraZeneca UK Limited and MedImmune Limited (OBJ 365) objected separately, are not parties to the negotiation, and I deal with them in their own section.

Negotiation Summary

6.8 The Pembertons are represented by Bidwells and by Mr John Sommerville of Creative Places with Birketts as their solicitors. The Prologis companies are represented directly by Mr Derek Lloyd and Mr Andrew Blevins of Prologis, with Fieldfisher as their solicitors [CD2-OBJ 444; CD2-OBJ 430].

6.9 The two groups have been engaged together since 2021, first by the Scheme's project team and then by the Applicant's previous agent. That engagement began with a joint design review in

 ©2026 CBRE, INC.

May 2021. In early 2023 the roundabout access was redesigned to take a combine harvester and header trailer, which the parties had said at a meeting was a requirement.

6.10 In 2024 heads of terms for the initial works to Francis Crick Avenue were negotiated with Cambridge Medipark and, on the same draft, with the freeholders. By August 2024 the Applicant's then agent regarded one clause as outstanding and asked whether solicitors could be instructed.

6.11 CBRE was appointed in August 2025 and took the matter up from that point. The Pembertons' agent put forward a principles document as the basis for heads of terms, and meetings followed in late 2025. On 10 February 2026 I issued one set of heads of terms to both groups, covering the Pembertons, Cambridge Medipark, both Prologis companies and CBC Estate Management together. Comments were returned in March 2026, and the objections were placed in abeyance that month. Further rounds followed in May and June 2026, with a meeting arranged on the heads of terms.

6.12 In parallel the parties are negotiating two agreements: a licence for the early works, and an agreement under section 38 of the Highways Act 1980 to dedicate the new roundabout layout as public highway **[CD2-OBJ-430, Para 6.2, Para 17; CD3-25.01 - Pembertons' Statement of Case, Para 5.4.2, Para 5.15].**

6.13 The heads of terms have been revised through successive rounds since February 2026 and are now agreed. The position is therefore recorded as 'Terms Agreed – In Legal Hands'.

Response to the Common Grounds

6.14 Within my remit, the objections share four grounds. I respond to them here, and the response applies to each objector who raises them, including Cambridge Biomedical Campus Ltd on access, private rights and drainage. The objectors' complaint about engagement is answered by the summary above.

Access to the public highway

6.15 The Applicant does not intend to prevent access to Francis Crick Avenue or Dame Mary Archer Way permanently. It will not rely on its powers to deny access permanently between Addenbrooke's Road and those roads, and does not intend to disrupt the blue-light routes to the hospitals **[CD3-01, Para 14.19.1–14.19.2].** Access during construction is addressed in the Code

 ©2026 CBRE, INC.

of Construction Practice **[CD1-10.07]** and by the design/construction witness (Mr Connelly **[CD27-01 APP-W9-01]**).

Private rights, existing leases and options

6.16 Under article 33, private rights are extinguished over land acquired outright, and over the Francis Crick Avenue plots only where inconsistent with the new rights required for the busway.

6.17 Where necessary rights may be preserved by notice or by agreement with their holder, and should a loss arise that can be compensated **[CD1-02, art 33].** The protection of the rights granted under the existing leases and options, including the Campus partners' rights for which Cambridge Biomedical Campus Ltd asks, is therefore a matter for agreement, and, failing agreement, for compensation.

6.18 The intent is for existing rights to continue wherever they are consistent with the layout and operation of the busway and, where the busway affects them, for equivalent rights to be provided. The heads of terms described at 6.11 do this for the principal rights affected.

6.19 The landowners and Cambridge Medipark Limited are to be granted rights to install and maintain service and drainage connections across the busway, so that future connections can be made as they can now. Access to properties at the Medipark is to be maintained during the works, with reasonable alternative arrangements where diversions are needed, and a blue-light route acceptable to the hospitals is to be kept open.

6.20 The detailed terms are a matter for the agreement now with the parties' solicitors.

Extent of freehold acquisition

6.21 The land at the roundabout and Dame Mary Archer Way is required for Work No. 1 **[CD1-02, Sch 1].** The Applicant regards the Order as the means of securing that land in the last resort, and continues to explore agreement **[CD3-01, Para 14.25.1].** The licence and section 38 dedication described at 6.12 are that route.

Management of the estate roads and drainage

6.22 The rights sought over Francis Crick Avenue are those in Schedule 6. They do not extend to managing the estate roads, and the Order provides for agreement on the maintenance of streets the busway uses **[CD1-02, art 15; CD2-OBJ-430].** The drainage design is addressed in the Applicant's Statement of Case **[CD3-01, Para 14.19.5, Para 14.19.8, Para 14.25.2–14.25.3]**

 ©2026 CBRE, INC.

and by the design witness. Any interference with drainage rights falls within article 33 and compensation.

6.23 Each party section that follows adopts this section and deals only with what is particular to that party.

The Pembertons (OBJ 444)

Land Requirement

6.24 The Pembertons own the freehold of the corridor, as described at 6.4, and of land to the south and west of the Campus towards Nine Wells and White Hill Farm. Beyond the corridor, the Order seeks:

- permanent acquisition of further plots for the busway and its associated works;
- temporary use of plot 030 for a works compound **[CD1-02, Sch 8]**; and
- new rights over plot 029 for access to neighbouring land, and over plots 031, 032 and 036 for drainage **[CD1-13; CD1-02, Sch 6].**

POWERS SOUGHT	PLOTS	AREA (ACRES)
Temporary use of land and acquisition of permanent rights	001–008, 029, 031, 032, 036	4.14
Unrestricted powers to acquire land	009–016 (including 011A and 014A–014D), 019, 020, 021, 023, 024, 028, 033, 034, 035	6.21
Powers limited to temporary use of land	030	7.62
Total	**35 plots**	**17.98**

Negotiation Summary

6.25 The negotiation with the Pembertons forms part of that described at 6.8 to 6.13, which I adopt. Four matters are particular to them:

- **Works compound.** A licence for a works compound on the family's land, for the Francis Crick Avenue works, was largely agreed with Bidwells in spring 2025. The Applicant's own programme for those works then moved.

©2026 CBRE, INC.

- **Land transfers.** In September 2024 the family's agent supplied a plan of land to be transferred between Network Rail, the Pembertons and the County Council. Its effect on the Book of Reference is dealt with at Section 3.
- **Survey licence.** In May 2026 the agent engaged in detail with the non-intrusive survey licence, and identified land west of the railway now owned or used by Network Rail.
- **Fees.** The agent's fee account was submitted in June 2026.

6.26 The position is recorded as 'Terms Agreed – In Legal Hands', as at 6.13.

Objection Response

6.27 The grounds common to the corridor objectors are answered at 6.14 to 6.22. They include the extent of acquisition at the roundabout, drainage and the protection of existing leases and options, and the Cambridge Medipark grounds the Pembertons incorporate. Their remaining grounds within my remit are dealt with below.

Land outside the corridor considered surplus, and the maintenance track **[Pembertons' Statement of Case, Para 6.2–6.4]**

6.28 The Pembertons propose a smaller area of freehold acquisition, with rights and licences elsewhere. The need for each element of the design is a matter for the design witness, Mr Connelly **[CD27-01 APP-W9-01]**. The Applicant regards the Order as the means of securing land in the last resort, and continues to explore agreement **[CD3-01, Para 14.25.1].** The Pembertons' proposals form part of the negotiation described at 6.11.

Rights over the farm access at Nine Wells **[Pembertons' Statement of Case, Para 6.5]**

6.29 Schedule 6 takes rights over plot 029 to provide access to neighbouring land, for the benefit of that land **[CD1-02, Sch 6].** The Pembertons say the access already serves their own land and that Network Rail does not need it.

Farm access for commercial and agricultural vehicles **[CD2-OBJ-444, ground 3(a), 3(c)]**

6.30 Existing private means of access are maintained from the Dame Mary Archer Way roundabout. The detailing for farm vehicles follows at detailed design **[CD3-01, Para 14.25.2].** The roundabout access has already been redesigned once to take farm machinery, as the parties required (6.9).

Temporary use of plot 030 **[Pembertons' Statement of Case, Para 5.6.5]**

6.31 Plot 030 is subject to temporary possession only, for the purposes set out in Schedule 8. The Applicant must give not less than 14 days' notice, may not remain in possession beyond one year

 ©2026 CBRE, INC.

after completion of the relevant work without agreement, and must restore the land to the owners' reasonable satisfaction **[CD1-02, art 28, Sch 8].**

Other matters **[Pembertons' Statement of Case, Para 6.6–6.8; Appendices 3–4]**

6.32 The ecology ponds, the Sustrans route diversion and the highway boundary shown on the planning drawings are design and environmental matters for other witnesses. The Book of Reference corrections are dealt with at Section 3.

6.33 The matters particular to the Pembertons are capable of resolution through the agreement under negotiation and detailed design. Any unavoidable residual effect falls to be addressed through the statutory compensation framework.

Cambridge Medipark Limited (OBJ 430)

Land Requirement

6.34 Cambridge Medipark Limited's interest is described at 6.4. A Cambridge Medipark lease is recorded against thirteen of the corridor plots. Over seven, along Francis Crick Avenue, rights alone are sought. Its leasehold of the other six, at the roundabout and along Dame Mary Archer Way, is to be acquired **[CD1-13].**

POWERS SOUGHT	PLOTS	AREA (ACRES)
Temporary use of land and acquisition of permanent rights	001, 003–008	3.47
Unrestricted powers to acquire land	009, 010, 012, 013, 015, 016	1.23
Total	**13 plots**	**4.70**

Negotiation Summary

6.35 The negotiation with Cambridge Medipark Limited forms part of that described at 6.8 to 6.13, which I adopt. The company is wholly owned by Prologis. In November 2021 Prologis confirmed that the change of ownership made no difference to the CSET process and that Cambridge Medipark Limited remained the contracting and objecting party.

6.36 Three matters particular to this party have been taken forward alongside the heads of terms:

 ©2026 CBRE, INC.

- In autumn 2021 the Applicant's ecologists sought its agreement to use a pond on its land as a receptor site for great crested newts, and answered its questions on the effect.
- In January 2025 the licences for the early works to Francis Crick Avenue were discussed with the party and the Pembertons' agent.
- Survey access over its leasehold land was requested in June 2025. In June 2026 the party confirmed that it was content in principle with the non-intrusive survey licence, and referred it to the estate manager.

6.37 The position is recorded as 'Terms Agreed – In Legal Hands', as at 6.13.

Objection Response

6.38 The grounds common to the corridor objectors are answered at 6.14 to 6.22. They include Cambridge Medipark Limited's points on access, the extent of acquisition at the roundabout (including the island), management of the estate roads, drainage and the protection of existing leases. Its remaining grounds within my remit are dealt with below.

Indemnity **[CD2-OBJ-430, Para 8(r)]**

6.39 The Order provides for compensation in respect of potential loss, including loss from the extinguishment or suspension of private rights **[CD1-02, art 33(5)].** Any further protection is a matter for the agreement under negotiation.

Construction, design and the multi-storey car park **[CD2-OBJ-430, Para 8(i)–(l), (q), (u)–(w)]**

6.40 These grounds cover:

- the duration, traffic management, phasing and notice of works;
- the cycle crossing at the busway ramp;
- the Phase 2 base plans; and
- the multi-storey car park.

6.41 They are design and construction matters, addressed in the Applicant's Statement of **Case [CD3-01, Para 14.19.3, Para 14.19.6–14.19.7]** and by the design witness, Mr Connelly **[CD27-01 APP-W9-01]**. Temporary possession is subject to notice, a time limit and restoration of the land **[CD1-02, art 28].**

 ©2026 CBRE, INC.

Investment in the Campus, funding and the case for the Scheme **[CD2-OBJ-430, Para 8(a)–(b), (e)]**

6.42 These are for other witnesses, including Mr Baker on funding and the case for the Scheme [CD27-01 APP-W2-01]. Any effect on the value of the company's interest falls to be assessed under the Compensation Code.

6.43 The matters particular to Cambridge Medipark Limited are capable of resolution through the agreement under negotiation. Any unavoidable residual effect falls to be addressed through the statutory compensation framework.

CBC Estate Management Limited (OBJ 431)

Land Requirement

6.44 CBC Estate Management Limited holds no estate in land. It is the street manager for Francis Crick Avenue and Dame Mary Archer Way, and recovers the cost of maintaining the roads, footpaths, drainage and lighting from the occupiers **[CD2-OBJ-431, Para 3].** The Book of Reference records it as holding rights under a deed dated 2 December 2013 over plots 001 to 015 **[CD1-13].** No land is to be acquired from it. Its recorded rights are subject to article 33: they are extinguished over the land acquired outright, and over the Francis Crick Avenue plots only where inconsistent with the new rights, with compensation for any loss **[CD1-02, art 33].**

Negotiation Summary

6.45 CBC Estate Management Limited is one of the Landowners named in the heads of terms described at 6.11, and is represented through Prologis. There is no separate correspondence with it. In June 2026 Cambridge Medipark Limited referred the survey licence for its land to the estate management team. I adopt 6.8 to 6.13. The position is recorded as 'Terms Agreed – In Legal Hands'.

Objection Response

6.46 Its grounds largely repeat Cambridge Medipark Limited's and are answered at 6.14 to 6.22 and 6.38 to 6.43. Particular to it are two concerns **[CD2-OBJ-431, Para 9(h), (o)]:**

- its maintenance and service charge obligations to occupiers; and
- the risk that occupiers' costs rise if the busway does not contribute.

 ©2026 CBRE, INC.

6.47 The Order provides for agreement on the maintenance of streets the busway uses, including payment **[CD1-02, art 15].** The estate manager's continuing role is a matter for the agreement under negotiation. Any loss falls within the statutory compensation framework.

Prologis UK 120 Limited (OBJ 432) and Prologis UK CCCLXI S.à.r.l (OBJ 433)

Land Requirement

6.48 Neither company holds an interest in the corridor itself. Prologis UK 120 Limited holds a long lease of 2000 Discovery Drive, and Prologis UK CCCLXI S.à.r.l a long lease of 1 Discovery Drive. Each relies on rights of way, services and entry over Francis Crick Avenue and Dame Mary Archer Way **[Prologis Statement of Case, Para 1.4–1.6]**. Neither is recorded in the Book of Reference as submitted **[CD1-13],** which I deal with at Section 3. Their rights over the corridor are subject to article 33.

Negotiation Summary

6.49 Both companies are named as Landowners in the heads of terms described at 6.11, and are represented by Prologis. I adopt 6.8 to 6.13. The position is recorded as 'Terms Agreed – In Legal Hands'.

Objection Response

6.50 Each company adopts the grounds of Cambridge Medipark Limited and CBC Estate Management Limited **[CD2-OBJ-432, Para 5; CD2-OBJ-433, Para 5],** which are answered at 6.14 to 6.22, 6.38 to 6.43 and 6.46 to 6.47. Each adds that its access to the public highway would be severed, the private roads disrupted, their management made uncertain and its costs increased, and that the value of its interest would be affected **[CD2-OBJ-432, Para 6; CD2-OBJ-433, Para 6].** Those are the common grounds at 6.15 to 6.22, and any effect on value falls under the Compensation Code.

6.51 Each also states that formal notice of the Order was not served on it **[CD2-OBJ-432, Para 2; CD2-OBJ-433, Para 2].** Neither company is recorded in the Book of Reference as submitted **[CD1-13]**. That is one of the omissions I describe at 3.20 to 3.24, and both are now recorded in the updated Book of Reference. Both companies objected to the Order in time, are represented by Prologis, joined the joint Statement of Case and are named in the heads of terms which are now in legal hands.

©2026 CBRE, INC.

6.52 It is my view that neither can be unaware of the Order, neither has been prevented from putting its case, and issues raised are addressed through the legal agreement now being progressed.

Cambridge Biomedical Campus Ltd (OBJ 363)

6.53 Cambridge Biomedical Campus Ltd holds no interest in the Order land and is not in the Book of Reference **[CD1-13].** It writes for the Campus partners, whose rights of access and services over the corridor are granted in their leases **[CD2-OBJ-363, concern 1; CD2-OBJ-430, Para 3.3].** It is not a party to the negotiation described at 6.8 to 6.13. As it holds no interest in the Order land, no negotiation status applies. Its concerns are met through the rights preserved under the agreement being documented with the freeholder and the leaseholders.

6.54 Its grounds on access and blue-light routes, private rights and drainage are common to the corridor objectors, and are answered at 6.15, 6.16 to 6.18 and 6.22. Its remaining points are construction and environmental matters for the design witness and the Code of Construction Practice **[CD1-10.07] [CD2-OBJ-363, concerns 2–4].** They are:

- pedestrian and cycle access during construction;
- protection of the helipad; and
- attribution of any contamination of Hobson's Brook.

AstraZeneca UK Limited and MedImmune Limited (OBJ 365)

Land Requirement

6.55 AstraZeneca UK Limited and MedImmune Limited hold long leasehold interests at the Cambridge Biomedical Campus, together with rights over Francis Crick Avenue and adjoining land **[CD2-OBJ-365].** AstraZeneca UK Limited holds the lease of the service tunnel beneath Francis Crick Avenue (title CB401408), which lies within plots 006 and 007. Both companies are also recorded as holding rights under their Campus leases, the tunnel lease and a deed of easement over plots 001 to 015 and other land along the corridor [CD1-13]. The Order seeks limited temporary use of the land and the acquisition of permanent rights over it, not its acquisition outright. The land is required for the works to Francis Crick Avenue and for the future operation and maintenance of the authorised works **[CD1-11.01; CD1-13].**

 ©2026 CBRE, INC.

POWERS SOUGHT	PLOTS	AREA (ACRES)
Powers of limited temporary use of land and acquisition of permanent rights	006, 007	0.11
Total	**2 plots**	**0.11**

Negotiation Summary

6.56 The objectors are represented by Stephen Walker of CBRE Limited, with McGuireWoods as their solicitors **[CD2-OBJ-365].** Mr Walker is a colleague of mine. We act for different clients on this Scheme, behind an information barrier.

6.57 After the objectors' Statement of Case, the Applicant's previous agent, Bruton Knowles, contacted their agent to take up the points raised. CBRE took the matter up in autumn 2025. I wrote to the agent answering each ground and offering to record the Applicant's assurances in an agreement. The agent set out his client's requirements: access and servicing rights to be maintained, the groundwater drainage to be protected, the service tunnel to be excluded, information on the road safety audit, the bell mouth tie-in, and professional fees. I responded to each.

6.58 Alongside that, the design team shared the drawings and the road safety audit with AstraZeneca, met it and its construction manager, and consulted it on the detailed design of the Francis Crick Avenue works over the following months.

6.59 Heads of terms were issued in summer 2026. They provide for an option over the rights required and a licence for temporary use, covering both the Order and the Francis Crick Avenue early works. They record:

- the removal of the sliver of land within the AZ South Lease;
- the Book of Reference corrections;
- the access assurance;
- the Authority's responsibility for any effect of the busway on Hobson's Brook; and
- continued engagement before and during the works.

6.60 The Applicant will meet the objectors' reasonable professional fees. The agent has since taken his client's instructions and is preparing revised heads of terms.

 ©2026 CBRE, INC.

6.61 The parties are apart on one point: who ties the new footway and cycle track into AstraZeneca's site entrance once its temporary bell mouth is reduced. The heads of terms ask AstraZeneca to do so, with any extra cost met by the Authority. AstraZeneca expects to finish its own works first, so that the point falls away. The difference concerns the sequence of works, not the land or rights sought.

6.62 The position is recorded as 'Offer Made – Engaged and Negotiating'.

Objection Response

6.63 I have reviewed the objection **[CD2-OBJ-365]** and the objectors' Statement of Case **[CD3-09]**. I respond to the grounds within my remit.

Ownership boundary and Book of Reference **[CD2-OBJ-365, grounds 1 and 2; CD3-09, Para 3.1–3.6]**

6.64 The Applicant accepts that the sliver of land within the AZ South Lease is to be removed and that the Book of Reference entries are to be corrected **[CD3-01, Para 14.15.1–14.15.2]**. I confirmed this to the objectors' agent, and the heads of terms record it. Corrections to the Book of Reference are dealt with in Section 3.

Extinguishment of rights **[CD2-OBJ-365, ground 3; CD3-09, Para 3.7–3.10]**

6.65 The Applicant will not rely on its powers to deny permanently access to Francis Crick Avenue or Dame Mary Archer Way **[CD3-01, Para 14.15.3]**. That assurance is in the heads of terms. Any unavoidable interference with a private right falls to be addressed through the statutory compensation framework.

Groundwater drainage **[CD2-OBJ-365, ground 4; CD3-09, Para 3.11–3.14]**

6.66 The drainage design is a matter for the design witness, Mr Connelly **[CD27-01 APP-W9-01],** and is addressed in the Applicant's Statement of Case **[CD3-01, Para 14.14.4, Para 14.15.4].** The objectors' comments on the drainage design have been answered through the design team, and the exchanges are summarised in Appendix A. In the heads of terms, the Authority takes responsibility for any contamination of Hobson's Brook, or any effect on the flows the objectors must maintain, caused by the busway.

Permitted development **[CD2-OBJ-365, ground 5; CD3-09, Para 3.15]**

6.67 This is a reservation only. The early works are a separate project, carried out by agreement **[CD3-01, Para 14.15.5–14.15.8]**, and the heads of terms cover them.

 ©2026 CBRE, INC.

Consultation and engagement **[CD3-09, Para 4.1–4.2]**

6.68 The objectors say there has been no meaningful engagement since their objection. Their Statement of Case asked for immediate engagement **[CD3-09, Para 5.2]**. Since then, as set out above:

- each ground has been answered, by the Applicant's Statement of Case and in writing to the objectors' agent;
- drawings, the road safety audit and the detailed design have been shared;
- meetings have been held; and
- heads of terms have been issued.

6.69 The parties are apart on one point, which concerns the sequence of works. Consultation before the application is dealt with by Mr Baker [CD27-01 APP-W2-01].

Network Rail Infrastructure Limited (OBJ 437)

Land Requirement

6.70 Network Rail Infrastructure Limited is recorded in the Book of Reference as holding rights over plot 001, part of Robinson Way **[CD1-13].** It also holds the freehold of parts of plots 002, 004 and 006 on Francis Crick Avenue, vested in it under the Cambridge South Infrastructure Enhancements Order **[CD3-16, Para 2.3 to 2.8; CD4-23].** Over all four plots the Order seeks temporary use and the acquisition of rights only; no land is acquired outright from Network Rail **[CD3-16, Para 3.3(a)].**

Negotiation Summary

6.71 In 2024 the Applicant's previous agent met Network Rail on the property interfaces between the two schemes. The Applicant took forward a licence of Network Rail's land, agreed to meet its costs and returned the licence with a plan of the land.

6.72 In 2025 Network Rail proposed that the land needed permanently in front of the new station be transferred back to the Pembertons, so that it does not carry liability for the footway and cycle track. The Applicant had already undertaken to meet its fees.

6.73 The protective provisions, asset protection agreement and interface agreement are being negotiated between the Applicant and Network Rail **[CD3-01, Para 14.22.2–14.22.4]**.

6.74 The position is recorded as 'Engaged and Negotiating'.

©2026 CBRE, INC.

Objection Response

6.75 Network Rail does not object to the Scheme in principle **[CD2-OBJ-437, Para 3.1].** Its land and property ground is that the Book of Reference does not record its freehold of plots 002, 004 and 006 **[CD3-16, Para 2.3 to 2.9].** That is dealt with at 3.20 to 3.24; it does not change the land required or the powers sought.

6.76 Its remaining grounds, on asset protection, the interface with the Cambridge South scheme and the station entrance, are engineering matters for the design witness, Mr Connelly [CD27-01 APP-W9-01]. The protective provisions are a matter for the Applicant's legal submissions [CD3-01, Para 14.22].

The Master, Fellows and Scholars of the College of Saint John the Evangelist in the University of Cambridge (OBJ 03)

Land Requirement

6.77 The College owns the freehold of agricultural land at Granhams Farm, Great Shelford. The land is required for the construction and operation of the busway, with its associated access, drainage, environmental mitigation and maintenance. Plot 042 is required for temporary use only **[CD1-13].**

POWERS SOUGHT	PLOTS	AREA (ACRES)
Unrestricted powers to acquire land	037, 038, 039, 040, 041, 047, 048, 051	32.65
Powers limited to temporary use of land	042	3.62
Total	**9 plots**	**36.26**

Negotiation Summary

6.78 The College is represented by Mr John Wootton of Savills **[CD2-OBJ-03].**

6.79 The Applicant's previous agent, Bruton Knowles, put forward an option for the Applicant to acquire the land on the grant of the Order. The College's supplemental objection of 18 March

©2026 CBRE, INC.

2025 records that its terms "were broadly acceptable to the College, except for the proposed land value payable under such an option".

6.80 CBRE took the matter up from August 2025. On 28 October 2025 CBRE issued revised heads of terms on an option basis, with terms for a works compound licence and for drainage. The Applicant has met the College's reasonable professional fees under its undertaking.

6.81 The College's comments were taken into revised heads of terms, issued on 10 February 2026. The College's request for a new access to the compound field was taken to the design team at the same time. In late February 2026 the College confirmed it was content with the heads of terms, subject to the indexation of the option price, which the parties then discussed. A licence for ecology surveys was agreed, and the College signed it on 17 June 2026.

6.82 The parties are apart on land value. In June and July 2026 the College put forward a higher value, and declined to take the option further unless the value moved. CBRE has responded on value, which I address below, and with revised heads of terms (version 5.1), subject to contract.

6.83 The position is recorded as 'Offer Made – Engaged and Negotiating'.

Objection Response

6.84 I have reviewed the College's objection **[CD2-OBJ-03]** and its supplemental objection. I respond to the three grounds within my remit.

Field access off Hinton Way **[CD2-OBJ-03, ground 1]**

6.85 The College seeks a new field access off Hinton Way, secured with a pair of 3m galvanised gates. It objects that this cannot be confirmed without detailed design. The Order provides new private means of access from Hinton Way **[CD1-02, Sch 4, Part 5]**, shown on the deemed planning drawings **[CD1-12.05]**. The College's agent has confirmed that the location is acceptable, and the gate specification will be considered at detailed design **[CD3-01, Para 14.4.1].**

Land drainage **[CD2-OBJ-03, ground 2]**

6.86 The College seeks a written undertaking that a detailed land drainage assessment will be carried out and any remediation put in place. The Applicant has confirmed that a detailed assessment will be carried out at the next design phase. It will ensure that the drainage network has adequate capacity and does not affect existing surface drainage within the Order limits **[CD3-01, Para 14.4.3].** The heads of terms include drainage provisions. Any residual effect on the College's retained land falls within the statutory compensation framework.

 ©2026 CBRE, INC.

Efforts to acquire by agreement **[CD2-OBJ-03, supplemental objection]**

6.87 The College says there has been "no meaningful attempt by the applicant to acquire the land by agreement". I do not accept that. As set out above:

- heads of terms have been issued and revised;
- the College's comments have been taken into account;
- its fees have been met; and
- a survey licence has been concluded.

6.88 The College itself accepts that the option terms were broadly acceptable, except for land value. The parties are apart principally on value, and on indexation; that is a difference between two professional valuers.

6.89 The College also says that the Applicant's agent was unable to provide local comparable evidence in support of the value it proposed in March 2025, before CBRE's appointment.

6.90 Since then, the College's agent confirmed in late February 2026 that it was content with the heads of terms, including the value, subject to indexation. From June 2026 it resiled from that position and sought a higher value, relying on a single transaction at Trumpington. CBRE has responded explaining why that transaction is not considered comparable to Granhams Farm and put to the College evidence of farmland values and offered an Upper Tribunal determination route for any difference that remains.

6.91 I have reviewed the comparable evidence for this land and the evidence supports the Applicant's offer, and I am satisfied that it is a reasonable assessment of value on Compensation Code principles. Negotiations are continuing on that basis.

6.92 If value cannot be agreed, the Applicant is prepared to propose an agreement that mirrors the compulsory purchase process. There would be an advance payment on the Applicant's assessment, with the final figure settled after transfer, by alternative dispute resolution or, if necessary, by the Upper Tribunal (Lands Chamber). Failing agreement, the College's entitlement to compensation is secured by the Compensation Code. A difference on value is not a reason to withhold the powers sought.

 ©2026 CBRE, INC.

6.93 The access and drainage matters are capable of resolution through detailed design and the agreement under negotiation. Any unavoidable residual effect, and any difference on value that cannot be agreed, falls to be addressed through the statutory compensation framework.

Chalk Family (OBJ 436)

Land Requirement

6.94 The Chalk Family's land lies south of Hinton Way. It is required for Works Nos. 4 and 5, which include a new bus stop south of Hinton Way with its associated infrastructure and access from Hinton Way. Plot 058 is required for temporary use, for a works compound **[CD2-OBJ-436; CD1-13].** The family says that four of the plots listed below (055, 060, 062 and 066) were transferred to Rangeford Stapleford Limited before the application, so that it no longer holds an interest in them. This is a Book of Reference point, which I deal with at 6.106.

POWERS SOUGHT	PLOTS	AREA (ACRES)
Unrestricted powers to acquire land	054, 056, 060, 066	3.54
Powers limited to temporary use of land	055, 058, 062	12.30
Total	**7 plots**	**15.84**

Negotiation Summary

6.95 The family is represented by Mr Jonathan Purkiss of Cheffins.

6.96 The family's concern from the outset has been to keep access between its retained land and the highway **[CD2-OBJ-436].** Shortly after the application, the family and the Applicant's previous agent, Bruton Knowles, agreed in principle that:

- the new access road would be adopted as public highway;
- plot 058 would be licensed as a works compound; and
- plots 054 and 056 would be transferred to the Applicant **[CD3-18 - Chalk Family Statement of Case, Para 5]**.

6.97 CBRE took the matter up from August 2025, from the position reached with the previous agent. The adoption of the access road was the central point. Before it could be written into the heads of terms as a firm commitment, it needed the County Council's agreement and an amendment to

 ©2026 CBRE, INC.

the Order, which provides a private means of access. The heads of terms have been developed with the family since to secure both:

- CBRE reissued them in February 2026, on the previous agent's structure, with the road to be built to adoptable standard;
- in April 2026 I confirmed that the Order would be amended to provide for the access as adopted highway; and
- from May 2026 the heads of terms committed the Applicant to securing adoption.

6.98 That has taken time and has not been without challenge. The terms now give the family the adopted access it has sought throughout.

6.99 The family's other concern was the works compound on plot 058, through which its farm machinery would have had to pass. In April 2026 the family asked for the compound to be moved, and its location and extent were reviewed with the designers and the construction team. A site north of the busway would have been inferior, as it is not next to the works for the new bus stop, and it is in other ownership and beyond the Order limits. A site to the east, on the family's retained land, was explored, but as land outside the Order limits it would need its own planning consent. The compound is now defined on a plan and agreed in the heads of terms. Arrangements for paying the agent's fees were settled in May 2026.

6.100 The family returned its own amended heads of terms in July 2026, and further amendments were exchanged in September 2026. What remains are points of detail: the extent of the land at the end of the access road, shown on the plans, and the drafting of the compensation provisions.

6.101 The position is recorded as 'Terms Agreed – In Legal Hands'. The heads of terms are agreed, save for the basis of compensation, which has been left for the solicitors. They were sent to the solicitors on 9 October 2026 to document the agreement.

Objection Response

6.102 I have reviewed the family's objection **[CD2-OBJ-436]** and its Statement of Case. I respond to the grounds within my remit.

Access to the retained land **[CD2-OBJ-436; CD3-18 Chalk Family Statement of Case, Para 4–5]**

6.103 The family is concerned that acquisition of plots 054 and 056 would prevent access between its retained land and the highway network, and its support for the Scheme depends on retaining

 ©2026 CBRE, INC.

that access. The Order provides a new private means of access from Hinton Way **[CD1-02, Sch 4; CD1-11.04].** Access to the retained land is therefore maintained. The Applicant has agreed that the road will be adopted as public highway **[CD3-01, Para 14.21.1],** and the heads of terms now commit it to securing that adoption.

Amendment of Schedule 4 and the Rights of Way and Traffic Regulation Plans **[CD2-OBJ-436]**

6.104 The family notes that an agreement would require Schedule 4, and sheet 4 of the plans, to refer to a new adopted public highway rather than a private means of access. The heads of terms provide for that amendment to the Order.

Temporary possession of plot 058 **[CD2-OBJ-436]**

6.105 Plot 058 is subject to temporary possession only, for a works compound. Temporary possession is subject to notice, a time limit and restoration of the land **[CD1-02, art 28, Sch 8].** The heads of terms provide for the compound to be made available by licence, on an agreed plan, and the Applicant undertakes not to exercise temporary possession of plot 058 if the licence is granted.

Book of Reference **[CD3-18 - Chalk Family Statement of Case, Para 2]**

6.106 The family says that plots 055, 060, 062 and 066 were transferred to Rangeford Stapleford Limited before the application. The transfers of 060, 062 and 066 are registered; that of 055 is not, so the updated Book of Reference records the family as registered owner of plot 055, with Rangeford as reputed owner. It also says that plots 061 and 063 are highway in which it has a presumptive interest in the subsoil. I deal with corrections to the Book of Reference in Section 3.

Progress of the negotiation **[CD3-18 - Chalk Family Statement of Case, Para 6–10]**

6.107 The Statement of Case says the family's amendments to the heads of terms, sent to the previous agent on 11 June 2025, were not answered until 6 August 2025 **[CD3-18 - Chalk Family Statement of Case, Para 6].** The previous agent acknowledged them in June and July, and replied point by point on 6 August 2025. The negotiation since is set out above.

6.108 The family asks that the powers be refused if an agreement is not completed before the inquiry **[CD3-18 - Chalk Family Statement of Case, Para 9–10].** The terms are agreed, and cover each element the family seeks: the transfer of plots 054 and 056, the licence of plot 058 and the adoption of the access road. The Applicant remains committed to completing the agreement **[CD3-01, Para 14.21.2]**. Until it is completed, the powers are needed to secure the land, and any

 ©2026 CBRE, INC.

unavoidable residual effect falls to be addressed through the statutory compensation framework.

Deal Land LLP (OBJ 461)

Land Requirement

6.109 Deal Land LLP (Deal Land) owns the freehold of agricultural land at Deal Farm, Cambridge Road, Sawston, on both sides of the busway where it crosses Haverhill Road **[CD1-13].** The land is required for:

- the busway and its signalled crossing of Haverhill Road;
- a bus stop;
- a replacement field access at plot 064A;
- the verge and footpath along the frontage, at plot 069; and
- environmental mitigation, at plot 090.

6.110 Plots 064, 075, 076, 091 and 093 are required for temporary use, including spoil storage on plots 075 and 076. Rights over plot 092 are needed to divert overhead power lines.

POWERS SOUGHT	PLOTS	AREA (ACRES)
Unrestricted powers to acquire land	064A, 069, 073, 074, 089, 090	16.39
Powers limited to temporary use of land	064, 075, 076, 091, 093	17.47
Powers of limited temporary use of land and acquisition of permanent rights	092	0.30
Total	**12 plots**	**34.16**

Negotiation Summary

6.111 Deal Land is represented by Mr Jonathan Perks of Fisher German. Its objection was made by Squire Patton Boggs **[CD2-OBJ-461].**

6.112 Deal Land's concern from the outset has been the access to its main field from Haverhill Road. After a meeting with the landowner in August 2024, the Applicant's previous agent, Bruton

 ©2026 CBRE, INC.

Knowles, moved the replacement access 50m east, away from the busway signals. In November 2024 it issued draft heads of terms for an option over the land and rights required.

6.113 By April 2025 the previous agent had proposed moving the access again, to a position that suited Deal Land, with Deal Land keeping ownership of it. CBRE took the matter up from August 2025, from that position. In November 2025 the agent declined survey access, citing no follow-up since July and no notice of the change of agent. The Council replied the next morning, introducing CBRE and offering a meeting. I wrote to the agent later that month, and we met in December 2025.

6.114 In February 2026 CBRE confirmed that the Applicant agreed in principle to an alternative access, and asked Deal Land to identify its preferred location. At a meeting in March 2026, as I recorded afterwards, the agent indicated two things:

- the second field access was acceptable; and
- the main access would work with a hardstanding on Deal Land's land.

6.115 Deal Land then set out its requirements and its designer's proposal for a loading pad. The design was worked through with its designer and transport adviser. In July 2026 Deal Land and its contractors were content, subject to kerbing and a reinforced edge, which the Applicant accepted. Following acceptance of the change request, plot 090, which Deal Land had asked to keep, has also been reduced by about 10 acres (Section 3). That took time and was not without challenge.

6.116 The agreed design is a relocated field access on Deal Land's own land. It has gates set back from the road and a concrete loading pad sized for the lorries that collect its crops. In September 2026 the Applicant applied for planning permission for it, under reference 26/03599/FUL. The works are to be delivered by agreement.

6.117 Deal Land has also claimed its costs. I have confirmed that its agent's reasonable fees in negotiating an agreement will be met.

6.118 What remains is to finalise heads of terms with Deal Land's agent and to settle Deal Land's costs.

6.119 The position is recorded as 'Offer Made – Engaged and Negotiating'.

 ©2026 CBRE, INC.

Objection Response

6.120 I have reviewed Deal Land's objection **[CD2-OBJ-461].** No Statement of Case has been submitted on its behalf. I respond to the grounds within my remit.

Traffic on Haverhill Road **[CD2-OBJ-461, ground a]**

6.121 This is a transport matter for Mr Shipley [CD27-01 APP-W4-01]. The Applicant's response is at **CD3-01, Para 14.28.1**.

Replacement access **[CD2-OBJ-461, ground b]**

6.122 Deal Land says that the replacement access at plot 064A is inferior to its existing access, for three reasons **[CD2-OBJ-461]:**

- it lies within a no-stop zone, which prevents lorries loading;
- it lacks the 25–30m track Deal Land has now; and
- permanent acquisition of the access land could leave the Council controlling access to the field.

6.123 Deal Land also proposed a hardstanding within its land **[CD2-OBJ-461].**

6.124 The Applicant recorded that moving the access further north was being explored **[CD3-01, Para 14.28.2]**. That has now been done. The agreed design, described above, works as follows:

- it puts the access on Deal Land's own land;
- the gates are set back 9m from the road, with a 20m approach; and
- lorries are loaded on a concrete pad, off the highway.

6.125 Planning permission for the new access was applied for on 22 September 2026 (application 26/03599/FUL). The determination deadline is 17 November 2026, before the inquiry opens.

Verge and footpath **[CD2-OBJ-461, ground c]**

6.126 Plot 069 is the verge and footpath along the frontage. It is required to upgrade the existing path and to give pedestrian access to the bus stop **[CD3-01, Para 14.28.3].** Deal Land says that taking it removes the existing dropped kerb and could create a ransom strip against future development **[CD2-OBJ-461].** The Applicant has said that it "does not wish in any way to ransom the landowner's access", and that it is exploring alternatives to permanent acquisition **[CD3-01, Para 14.28.3].**

6.127 A dropped kerb to the retained land on plot 076 has been offered, replacing the existing dropped kerb that the works on plot 069 would remove. The highway authority has no objection, subject

 ©2026 CBRE, INC.

to visibility. The agent has indicated that the location is acceptable, and that Deal Land's design assumes it.

Spoil storage **[CD2-OBJ-461, ground d]**

6.128 Plots 075 and 076 are required for temporary use only, for spoil storage. The Spoil Management Strategy sets out how spoil will be managed **[CD1-10.06].** Topsoil will be stripped, stored locally and reinstated to its original profile and condition at the end of the works **[CD3-01, Para 14.28.5].** The land's status as best and most versatile agricultural land is recognised. Reinstatement terms can be secured in the agreement, and any residual loss falls to the statutory compensation framework.

Continued farming of plots 091 and 093 **[CD2-OBJ-461, ground e]**

6.129 These plots are required for temporary use only. Their shape after the works will be considered at detailed design **[CD3-01, Para 14.28.7]**. If they then prove impractical to farm, the effect can be addressed in the agreement. Failing agreement, any diminution in value falls to be assessed under the Compensation Code.

Engagement and acquisition by agreement **[CD2-OBJ-461]**

6.130 The objection makes four points:

- that "very little consultation/engagement has been carried out by the Council" on the current route **[CD2-OBJ-461];**
- that Deal Land's suggestions, including keeping plot 090, were not fully answered;
- that the terms offered are inferior to the Compensation Code; and
- that the Council "has not acted in good faith".

6.131 Before and immediately after the application (9 January 2025), the Applicant took three steps:

- after the August 2024 meeting, it moved the access;
- in November 2024, it issued heads of terms; and
- in January 2025, it answered Deal Land's comments on the draft Order documents in writing.

6.132 Since then, most of Deal Land's suggestions have been taken up:

- the relocated access with a loading pad;
- the dropped kerb; and
- the reduction of plot 090.

6.133 As such I do not accept the assertion that Deal Land's suggestions have been ignored.

 ©2026 CBRE, INC.

6.134 I do not accept that the Applicant has not acted in good faith. The heads of terms issued on 15 October 2026 replace the earlier draft terms, and do not ask Deal Land to give up any part of its entitlement under the Compensation Code. The Applicant and its agents have engaged constructively and substantively with the landowner.

6.135 On value, the heads of terms are for an option. CBRE issued its draft heads of terms on 15 October 2026. If value cannot be agreed, the Applicant is prepared to propose an agreement that mirrors the compulsory purchase process, with an advance payment on the Applicant's assessment and the final figure settled by agreement or by the Upper Tribunal (Lands Chamber). Failing agreement, Deal Land's entitlement is secured by the Compensation Code.

6.136 The access, verge and land-management matters have been resolved in principle and are being carried into the agreement. The temporary use of plots 075, 076, 091 and 093 is capable of being dealt with by agreed terms. Any unavoidable residual effect falls to be addressed through the statutory compensation framework.

Kelly McClain Hathaway and Stephen Partridge-Hicks (OBJ 440)

Land Requirement

6.137 The Order affects two separate freehold interests at North Farm, West Way, Sawston. Ms Kelly McClain Hathaway holds plots 095 and 097, and Mr Richard Stephen Partridge-Hicks holds plot 098 **[CD1-13].** Plots 097 and 098 are included for unrestricted powers to acquire land, and plot 095 only for access to the attenuation pond and works to the bridleway **[CD1-02, Sch 2]**. The land is required for the busway and the EMAT alongside it, with the associated earthworks, drainage and planting. It also takes the acoustic bund of about 200m to the north of the busway near North Farm **[CD3-01, Para 11.7.3(d)].** These are permanent elements of the Scheme.

POWERS SOUGHT	PLOTS	AREA (ACRES)
Unrestricted powers to acquire land (Ms McClain Hathaway; plot 095 for limited purposes only)	095, 097	4.01
Unrestricted powers to acquire land (Mr Partridge-Hicks)	098	1.33

 ©2026 CBRE, INC.

POWERS SOUGHT	PLOTS	AREA (ACRES)
Total	**3 plots**	**5.35**

6.138 The objection and the Statement of Case refer to the land as plots 114 and 113 **[CD2-OBJ-440, Para 1; Partridge-Hicks and Hathaway Statement of Case, Para 1]**. These are earlier land referencing references. The Order plots are 095, 097 and 098 **[CD1-11.01].**

Negotiation Summary

6.139 Ms McClain Hathaway and Mr Partridge-Hicks are represented by Richard Buxton Solicitors, who made the objection and the Statement of Case for both of them **[CD2-OBJ-440, Para 1; Partridge-Hicks and Hathaway Statement of Case, Para 1 and p.13]**. Mr Partridge-Hicks deals with the Applicant direct, and has said that he acts for his wife on property matters.

6.140 Engagement began in 2021, when the Applicant's design team met Mr Partridge-Hicks for discussions regarding the Scheme and access to North Farm. The Applicant's previous agent, Bruton Knowles, attended. Bruton Knowles issued draft heads of terms for an option to each of the two interests in November and December 2024. It met Mr Partridge-Hicks at North Farm in 2025, when he raised the choice of route, the width of the land take, ecology and how he would cross the busway.

6.141 CBRE took the matter up from there. In January 2026 CBRE wrote to Mr Partridge-Hicks on those points. It offered a meeting with the design team, and confirmed that the Applicant wished to reach agreement and would consider his reasonable professional fees. He preferred to meet CBRE alone, and the meeting was held at CBRE's offices the following month. CBRE's email of 10 February 2026 records that the points discussed for his retained land included a second gate, screening and an electric main gate. Mr Partridge-Hicks regards detailed discussion as premature while he maintains his objection.

6.142 On 10 February 2026 Mr Partridge-Hicks set out twelve points on the Scheme. The Applicant answered them by letter on 6 March 2026, and CBRE again invited discussion of mitigation and of terms. A note of the meeting was issued with an invitation to provide comments if required. The parties then proceeded on the basis that a meeting took place and nothing was agreed. In

 ©2026 CBRE, INC.

April 2026 CBRE also wrote to Ms McClain Hathaway directly, as the holder of a separate interest.

Ecology survey access

6.143 On 13 April 2026 Mr Partridge-Hicks agreed to ecology survey access over both holdings, on condition that the ecologists shared the results with him. CBRE agreed. The surveys were carried out in July 2026. Mr Partridge-Hicks asked for the report on 3 August and again on 3 September 2026. CBRE replied that the commitment stood, and that the report would come to him direct from the ecologists. AtkinsRéalis then explained that the report covers the breeding bird surveys across the Scheme. It therefore had to await the completion of surveys on all the land, and a draft would follow its review. Access has continued, with further survey work arranged at North Farm the same week.

6.144 On 14 October 2026 CBRE issued revised heads of terms to both interests, which Mr Partridge-Hicks rejected the same day. The parties are apart on the Scheme itself. The objectors' case is that an on-road alternative is preferable, which would require none of their land **[Partridge-Hicks and Hathaway Statement of Case, Para 2]**.

6.145 The position is recorded as 'Offer Made – No Material Engagement'.

Objection Response

6.146 I have reviewed the objection **[CD2-OBJ-440]** and the Statement of Case made jointly for Ms McClain Hathaway, Mr Partridge-Hicks and Better Ways for Busways. I respond to the grounds within my remit. Other witnesses address:

- transport modelling (Mr Shipley [CD27-01 APP-W4-01]) and scheme objectives (Mr Baker [CD27-01 APP-W2-01]) **[CD2-OBJ-440, Para 4, Para 10–20; Partridge-Hicks and Hathaway Statement of Case, Para 7–11];**
- the consultation history and the Scheme objectives (Mr Baker [CD27-01 APP-W2-01]) **[CD2-OBJ-440, Para 9, Para 12];**
- environmental and landscape effects (Mr Parsons [CD27-01 APP-W7-01] and Mr N Watson [CD27-01 APP-W8-01]) **[CD2-OBJ-440, Para 21, Para 23–30; CD3-23.1 - Partridge-Hicks and Hathaway Statement of Case, Para 25–30];**
- guidance technology (Mr Baker [CD27-01 APP-W2-01]), carbon (Ms Sykes [CD27-01 APP-W6-01]) and safety (Mr Connelly [CD27-01 APP-W9-01]) **[CD2-OBJ-440, Para 31, Para 33–35; Partridge-Hicks and Hathaway Statement of Case, Para 20–22, Para 24;** safety is raised in the objection only]; and

 ©2026 CBRE, INC.

- the alternative scheme (Mr Connelly [CD27-01 APP-W9-01] and Ms Diamant [CD27-01 APP-W3-01]) **[CD2-OBJ-440, Para 36–52; Partridge-Hicks and Hathaway Statement of Case, Para 12–19].**

Width of the land take **[CD2-OBJ-440, Para 22; CD3-23.1 - Partridge-Hicks and Hathaway Statement of Case, Para 27]**

6.147 The objection says that on the objectors' land 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 the objectors' land the Order land is generally between 26m and 30m wide, widening to about 35m at the North Farm access crossing. The corridor carries:

- the busway;
- a 2m verge separating the busway from the 3m emergency and maintenance access track;
- a further 2.5m verge alongside the track **[CD3-01, Para 8.2.6–8.2.8];** and
- space for drainage and sustainable drainage features **[CD3-01, Para 12.3.5(j)].**

6.148 At North Farm it also takes the acoustic bund to the north of the busway **[CD3-01, Para 11.7.3(d)],** together 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 54m, 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 the objectors at detailed design.

The emergency and maintenance access track **[CD3-23.1 - Partridge-Hicks and Hathaway Statement of Case, Para 5, Para 23; CD2-OBJ-440, Para 32]**

6.149 The Statement of Case says the track would only be ancillary to the busway if physical guidance is used. Whether the track falls within the scope of the Order is a matter for the Applicant's legal submissions. As to the land, the track gives access along the busway for maintenance and an emergency refuge. It also provides a new route for walkers, cyclists and, for most of its length, horse riders **[CD3-01, Para 8.2.7].** The Order land includes the width it needs **[CD3-01, Para 12.3.5(j)].**

 ©2026 CBRE, INC.

Compulsory acquisition of the objectors' land **[CD2-OBJ-440, Para 5, Para 54–55; CD3-23.1 - Partridge-Hicks and Hathaway Statement of Case, Para 2, Para 12, Para 31]**

6.150 The objectors say that the case for compulsory acquisition of their land has not been made, and that the alternative scheme would need none of it. The case for the Scheme and the consideration of the alternative are addressed by Mr Baker **[CD27-01 APP-W2-01],** Mr Connelly **[CD27-01 APP-W9-01]** and Ms Diamant [CD27-01 APP-W3-01], and in the Applicant's Statement of Case [CD3-01]. If the Order is made, the land at North Farm is required to deliver the Scheme on the alignment in the Order.

6.151 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 practical matters at North Farm are capable of being settled through the agreement the Applicant has offered to discuss, and through detailed design: crossing the busway, the gates and screening. Any loss the objectors suffer, including effects on their retained land, falls to be compensated under the Compensation Code.

Cheveley Park Farms Limited (OBJ 239)

Land Requirement

6.152 Cheveley Park Farms Limited (Cheveley Park Farms) owns the freehold of agricultural land at Babraham, east of Sawston. The land extends towards the A11 on both sides of the River Granta **[CD1-13].** It is required for:

- the Babraham Travel Hub, next to the A11;
- the busway and its maintenance track, with the earthworks and the bridge over the River Granta;
- farm access crossings, to keep the holding connected; and
- a private means of access near Sawston, serving neighbouring land.

6.153 Plots 108, 123, 124, 133 and 134 are required for temporary use, for working areas, compounds, haul routes and drainage works. Plot 132 is required for temporary use with the acquisition of permanent rights.

6.154 The change request submitted in October 2026 adds plots 129B to 129E, extending to approximately 4.86 acres, to accommodate the National Gas Transmission works. It also

 ©2026 CBRE, INC.

renumbers approximately 0.89 acres of plot 129 as plots 129F and 129G; that does not change the land required. Cheveley Park Farms has consented to the change. As the change has been accepted, the additional land will be included in the option agreement.

POWERS SOUGHT	PLOTS	AREA (ACRES)
Unrestricted powers to acquire land	103, 121, 122, 124A, 124B, 129, 129A, 129F, 129G, 130, 131, 135, 136, 137, 142	65.49
Powers limited to temporary use of land	108, 123, 124, 129B, 129E, 133, 134	44.92
Powers of limited temporary use of land and acquisition of permanent rights	129C, 129D, 132	0.82
Total	**25 plots**	**111.23**

Negotiation Summary

6.155 Cheveley Park Farms is represented by Mr Russell de Beer of Strutt & Parker **[CD2-OBJ-239].**

6.156 Cheveley Park Farms' concern from the outset has been to keep its farming operation working across the busway. That means the crossing points, access to its irrigation pump house, and drainage. It has also opposed the use of its land for the access at Sawston Road **[CD2-OBJ-239; Cheveley Park Farms Statement of Case].**

6.157 The Applicant's previous agent, Bruton Knowles, engaged with Cheveley Park Farms from 2020. A works compound at Home Farm, Babraham was agreed, and surveys were carried out under licence. In November 2024 Bruton Knowles issued draft heads of terms for an option over the land and rights required. In September 2025 it made an offer for the access land at Sawston Road, which Cheveley Park Farms accepted in November 2025. The terms for the access land are now agreed and await final confirmation in the heads of terms, after which they will pass to the solicitors.

6.158 CBRE took the matter up from August 2025, from that position. I spoke to the agent in November 2025, and re-sent the heads of terms at his request. The crossing points Cheveley Park Farms

 ©2026 CBRE, INC.

proposed were taken to the designers. In March 2026 I met Cheveley Park Farms on site to work through access, sterilised land and drainage.

6.159 In June 2026 I issued revised heads of terms. They provide for an option over the permanent and temporary land, with:

- an agricultural crossing, and a powered gate at a second crossing point;
- access to the irrigation pump house during construction and operation;
- the maintenance or reinstatement of land drainage; and
- coordination of the National Gas works.

6.160 The Applicant will meet Cheveley Park Farms' reasonable professional fees, and the agent's fees have been settled to date.

6.161 Alongside the heads of terms, a plan of the sterilised land was agreed, CBRE concluded a survey licence, and the National Gas requirements were worked through. That took time and was not without challenge. Land value has since been agreed in the heads of terms, subject to indexation.

6.162 What remains is the indexation of the land value between the grant of the option and its exercise.

6.163 The position is recorded as 'Terms Agreed – In Legal Hands'.

Objection Response

6.164 I have reviewed Cheveley Park Farms' objection **[CD2-OBJ-239]** and its Statement of Case, a letter of 4 September 2025 which restates the objection. I respond to the grounds within my remit.

Sawston Road access **[CD2-OBJ-239; Cheveley Park Farms Statement of Case]**

6.165 Cheveley Park Farms objects to the use of its land for a new access to neighbouring farmland. It says the access was included "without consultation with our clients", although Bruton Knowles had advised that the access would not be included in the Order. The access replaces the neighbour's existing access, which the Scheme would make unusable **[CD3-01, Para 14.9.1].** Its need and location are design matters outside my remit.

6.166 The access was discussed with Cheveley Park Farms before the application:

- in May 2021 Cheveley Park Farms said it understood the land would not be acquired compulsorily;

 ©2026 CBRE, INC.

- on 9 June 2021 the scheme team reissued the meeting minutes "following a check of the meeting recording". The minutes added that "The aspiration is to reach an agreement on the land to be acquired in advance of using compulsory purchase powers", and the team offered the recording, a transcript and a call;
- on 20 June 2022 the agent was told in writing that the recommended layout was unchanged; and
- on 20 October 2022 he was told that the access was still required.

6.167 Terms for the access land have since been offered and accepted.

Landowner time **[CD2-OBJ-239; Cheveley Park Farms Statement of Case]**

6.168 Cheveley Park Farms asks that its own time in engaging with the Scheme be paid for. The Applicant does not pay for landowner time at this stage of the Scheme **[CD3-01, Para 14.9.2].** Cheveley Park Farms' reasonable professional fees are being met.

Matters to be resolved **[CD2-OBJ-239; Cheveley Park Farms Statement of Case]**

6.169 The objection lists eight matters it says are unresolved, and the Statement of Case records "No response received" against them. The Applicant answered them in its Statement of Case **[CD3-01, Para 14.9.3–14.9.8].** Since then:

- access points and gates, during and after construction, are provided for in the heads of terms;
- heads of terms for an option have been issued and revised, and the option agreement will be drawn up by solicitors once terms are agreed;
- a plan of the sterilised land has been agreed, and a survey licence concluded; and
- construction method, temporary works and landscaping are set out in the Code of Construction Practice and the Landscape and Ecological Management Plan **[CD1-10.07; CD1-10.05].**

6.170 The relationship between CSET1 and CSET2, and the operation of article 29, are outside my remit. The Applicant's response on the first is at **CD3-01, Para 14.9.3.**

6.171 Cheveley Park Farms also states that it will not renew the 2015 lease for the temporary cycleway when it ends in 2040. That does not affect the land and rights sought.

6.172 The access, crossing and drainage matters are being carried into the agreement under negotiation, and the remaining design matters will be settled at detailed design. Any unavoidable residual effect falls to be addressed through the statutory compensation framework.

 ©2026 CBRE, INC.

7 Summary and Conclusions

7.1 In summary, my proof of evidence details the following:

i. My instructions which include seeking acquisition of land and rights of those that are included in the TWAO red line boundary.

ii. It focuses on the engagement and negotiations that have been carried out and considers the objections that have been received.

iii. It explains what interests have been secured by way of an agreement and those that are outstanding.

iv. It explains the negotiation approach for landowners, occupiers, tenants and business owners.

v. It explains the extent of rights required.

vi. Where relevant, it provides focussed responses to each objector.

7.2 In conclusion, I have acted in accordance with the 2026 Guidance and I can confirm that substantial efforts have been made to negotiate with owners and occupiers within the Order Land. This is demonstrated by the progress towards agreement set out in Section 5 of my evidence.

7.3 Alongside the formal TWAO/CPO proceedings I am continuing to progress negotiations with all parties with a view to reaching an agreement prior to the confirmation of the Order.

7.4 My evidence demonstrates that GCP has engaged in meaningful negotiations with affected owners and occupiers.

7.5 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.

7.6 It is my conclusion therefore that the confirmation of the TWAO and potential use of compulsory purchase powers to complete the required land acquisition process is justified.

©2026 CBRE, INC.

8 Declaration

8.1 I confirm that I have made clear which facts and matters referred to in this report are within my own knowledge and which are not. Those that are within my own knowledge I confirm to be true.

8.2 The opinions I have expressed represent my true and complete professional opinions on the matters to which they refer.

8.3 I confirm that my report has drawn attention to all material facts which are relevant and have affected my professional opinion.

8.4 I confirm that I understand and have complied with my duty to the Public Inquiry as an expert witness which overrides any duty to those instructing or paying me, that I have given my evidence impartially and objectively, and that I will continue to comply with that duty as required.

8.5 I confirm that I am not instructed under any conditional or other success-based fee arrangement.

8.6 I confirm that I have no conflicts of interest, including in relation to AstraZeneca as explained at 6.56.

8.7 I confirm that I am aware of and have complied with the requirements of the rules, protocols and directions of the Public Inquiry.

8.8 I confirm that my report complies with the requirements of RICS – Royal Institution of Chartered Surveyors, as set down in the RICS practice statement 'Surveyors acting as Expert Witnesses'.

James Franklin BSc (Hons) MRICS

©2026 CBRE, INC.

 ©2026 CBRE, INC.

Appendices

A Engagement & Powers Sought Summary

B Table of Agreement Progress

C TWAO Negotiation Status map

A Engagement & Powers Sought Summary

©2026 CBRE, INC.

B Table of Agreement Progress

©2026 CBRE, INC.

C TWAO Negotiation Status map

 ©2026 CBRE, INC.