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The Cambourne to Cambridge Order

Cambridgeshire County Council

Transport and Works Act 1992

Transport And Works (Inquiries Procedure) Rules 2004

Inquiry into:

THE CAMBOURNE TO CAMBRIDGE ORDER

PROOF OF EVIDENCE

of

James Franklin MRICS

of

CBRE

On behalf of Cambridgeshire County Council

15 August 2025

CBRE Ltd

Planning Inspector Reference: DPI/E0535/25/1

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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 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 projects including this scheme, Waterbeach to Cambridge Guided Busway and 11 Greenway (Active Travel Paths). All the projects involve engagement and negotiations with affected parties, advising on land assembly strategy. Like the Cambourne to Cambridge Scheme, the Waterbeach to Cambridge Guided Busway requires the submission of a Transport and Works Act order application.
- 1.6 Most recently I acted as expert on the High Road West regeneration scheme in the London Borough of Haringey where the Compulsory Purchase Order was confirmed in February 2024.

Experience as applicable to the Scheme

Scheme Summary

- 1.7 As detailed in 4.1 of Statement of Case, CCC has applied to the Secretary of State (SoS) requesting that she make 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 linking Cambourne to Cambridge.
- 1.8 The guided busway is, for most of its route, on a segregated corridor. The bus route would connect Cambourne (which is the largest and most rapidly growing settlement in South Cambridgeshire) with Cambridge, passing through development sites, including the Bourn Airfield development and West Cambridge.

My Involvement with the Scheme

- 1.9 CBRE was instructed by the Applicant in June 2022 and I have led the instruction contract within CBRE.
- 1.10 My initial instructions involved supporting the Applicant to deliver major transport projects across Cambridge, including the Cambourne to Cambridge Guided Busway project.
- 1.11 My responsibilities on this project are:
- a) 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.
 - b) Leading negotiations to acquire land interests by agreement with the owners and occupiers of properties included in the Order limits.
 - c) Advising on technical aspects of the compulsory purchase process and the extent of land and rights required and included within the Order.
 - d) Supporting the justification of use of compulsory purchase powers under the Order.
 - e) Responding to objections made by landowners and occupiers, where those objections relate to land acquisition, compensation, or engagement.
- 1.12 My evidence focuses on negotiations carried out with the owners of those interests required to deliver the Scheme.
- 1.13 The purpose of my evidence is to explain how the Applicant has approached the acquisition of land and rights required to deliver the Scheme.

- 1.14
- In particular, my evidence describes the process and actions undertaken to meet the requirements set down in MHCLG “Guidance on Compulsory Purchase Process” dated 31 January 2025 (2025 Guidance) **(CD8-28)**.
- 1.15
- I will also cover certain matters in my Proof of Evidence as set out in the Statement of Matters **[CD25-01]**, pages 1 and 2] as per the table below:

STATEMENT OF MATTERS [CD25-01] REFERENCE	STATEMENT OF MATTERS TEXT	COVERAGE THROUGH MY PROOF OF EVIDENCE	COVERAGE THROUGH PROOFS OF EVIDENCE OF OTHERS
6a	Whether there is a compelling case in the public interest (i.e. need for the scheme) 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 will describe how reasonable efforts have been made by the acquiring authority to negotiate the purchase of land by agreement	The rationale for the need for the scheme is covered in the Proof of Evidence of Jo Baker (Para 3, CD26-01-APP-W1-1).

- 1.16
- My role has included:
- a)

Engaging with over 25 landowners and occupiers affected by the Scheme;
- b)

Issuing offers of compensation and draft Heads of Terms, including proposals for option agreements where appropriate;
- c)

Seeking to acquire land interests by agreement wherever practicable; and
- d)

Securing agreements with a number of parties, with negotiations continuing in many other cases.

Terminology

- 1.17
- 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 Appendix 1 of the Statement of Case. Other proofs are referred to by the name of the author and document reference.

2 Scope of Evidence

Summary of Scope of Evidence

2.1 My proof of evidence is structured as follows:

Section 1 – Qualifications and Experience

Section 2 – Scope of Evidence

Section 3 – Description of the Order Land and Powers Sought

Section 4 – Approach to Negotiation and Engagement

Section 5 – Progress on Agreements & Summary of Engagements

Section 6 – Objections and Responses

Section 7 – Summary and Conclusions

Section 8 – Declaration

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 2025 Guidance (**CD8-28**).

Section 5 – Progress on Agreements & Summary of Engagements

2.5 This section provides the current status of negotiations with affected parties by way of categorising affected landholders by the status of progress towards agreements. These categories are as follows;

- Agreement Completed
- Terms Agreed – In Legal Hands

- Terms Agreed – Subject to Contract
- Offer Made – Engaged and Negotiating
- Engaged and Negotiating
- Offer Made – No Material Engagement

Section 6 - Objections and Responses

2.6

This section addresses the formal objections raised to the Cambourne to Cambridge 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.

3 Description of the Order Land and Powers Sought

Description of the Order Land

- 3.1 The Cambourne to Cambridge Guided Busway scheme is located to the west of the city of Cambridge. The proposed route will run for approximately 13.6km from Sterling Way to the east of Cambourne to Grange Road at the western edge of Cambridge.
- 3.2 The application is for a corridor that allows sufficient space to construct the busway and associated maintenance track, 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 Scotland Road.
- 3.3 The "Order Land" therefore includes highway verges, agricultural land, private gardens, business premises, and green belt land.
- 3.4 A table is provided in the Appendix A that summarises the interests and affected parties included within the order along with details of the extent of powers sought over what areas.

Powers Sought

- 3.5 The powers sought in the draft order in relation to land are:
- Powers to Permanently acquire land,
 - Power to acquire New Rights,
 - 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 Plan (**CD1-12.01**).
- 3.7 Where appropriate, the Applicant 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 plan is land that is required permanently. Permanent land is required for the construction, operation and maintenance of the busway infrastructure including the proposed travel hub and exchange land for open space that is required for the Scheme.

New Rights

- 3.10 The land coloured 'blue' on the Order Map identifies the land over which new rights over land are proposed to be created and acquired compulsorily.
- 3.11 The new rights are sought in respect of connecting into existing watercourses to provide adequate drainage for the scheme, provide resilience to weather conditions and compliance with environmental regulations
- 3.12 New rights are also sought in respect of running the bus services through the West Cambridge Campus on the existing Charles Babbage Road. In addition, new rights also relate to when installing apparatus underground, restrictive covenants will be sought.

Temporary Land Acquisition

- 3.13 The land coloured 'green' on the Order Map identifies land required for temporary occupation. Temporary land is required for the purpose of construction working areas to build the busway and associated infrastructure.
- 3.14 Temporary powers are sought for occupation of land for the purpose of Works Compounds. These will provide (but not limited to) welfare facilities, offices, contractor parking, plant and material storage.

4 Approach to Negotiation and Engagement

Role and Responsibilities

- 4.1 I have been instructed by the Greater Cambridge Partnership (Applicant) to secure the land and rights needed for the Cambourne to Cambridge Busway (the Scheme). I am engaged through CBRE; the Applicant'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 2025 Guidance (**CD8-28**).

Statutory Guidance

Note on Updated Statutory Guidance (2019 to 2025 Guidance (CD8-28))

- 4.3 At the time I commenced negotiations with affected parties, the applicable version of the Guidance on Compulsory Purchase Process was the Guidance on Compulsory Purchase Process and The Crichel Down Rules. (MHCLG, July 2019) (the "2019 Guidance").
- 4.4 While negotiations were ongoing, the 2019 Guidance was initially updated on 3 October 2024 and then subsequently 31 January 2025 now re-named "Compulsory purchase process: guidance" (DLUHC, January 2025) (the "2025 Guidance" (**CD8-28**)). I have reviewed my approach in light of the 2025 Guidance (**CD8-28**) and I am satisfied that my conduct, although discharged during a period when the earlier version was in force, remains consistent with the principles and expectations now set out in the updated version.
- 4.5 In particular, my approach has prioritised negotiation by agreement, included clear offers to acquire by agreement and, where engagement and discussions have reached the appropriate stage, has provided for the reimbursement of reasonable professional fees to support informed engagement.

- 4.6 For consistency, in my evidence I refer solely to the 2025 Guidance (**CD8-28**) as this is the version now in force, however my approach to negotiation was applied in line with the earlier 2019 Guidance and I am satisfied it remains consistent with the updated version.

The 2025 Guidance Expectations

- 4.7 The 2025 Guidance (**CD8-28**) sets clear expectations which I have applied in discharging my responsibilities. In particular:

- i. Paragraph 2.2 requires acquiring authorities to show they have “taken reasonable steps to ... attempt the acquisition of all of the land and rights included in the compulsory purchase order by agreement.”
- ii. Paragraphs 2.8–2.9 and 17.1–17.8 emphasise parallel negotiation and order preparation to minimise misunderstanding, identify constraints early and build trust.
- iii. Paragraphs 17.7 and 19.1(h) confirm that acquiring authorities should agree to reimburse the reasonable professional fees of affected parties incurred in respect of costs of negotiation and other costs and expenses.

- 4.8 These expectations are further detailed in terms of practical guidance and recommended approach in paragraph 17 of the 2025 Guidance (**CD8-28**) which responds to the question of:

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

- 4.9 The 2025 Guidance (**CD8-28**) responds to this question by setting out a rationale and recommendation to Acquiring Authorities to undertake negotiations and engagement prior to, and in parallel with, preparing and making a compulsory purchase order to help build good working relationships with those whose interests are affected.

- 4.10 In summary, acquiring authorities are expected to:

- 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. **Offer to meet reasonable professional fees**, helping to facilitate meaningful negotiation and ensure affected parties can secure appropriate advice; and
- viii. **Maintain an evidential base** to demonstrate that negotiation and engagement have been undertaken in line with the 2025 Guidance (**CD8-28**).

4.11 These recommendations form the basis for the approach I have taken in carrying out my instructions on behalf of the Applicant

Application of the 2025 Guidance in Negotiation

4.12 This sub-section sets out the negotiation and compensation principles that has guided my negotiation strategy and landowner engagements on behalf of the Applicant

4.13 It also explains how the powers sought under the Transport and Works Act Order are expected to be implemented by the Applicant, should the order be made, in accordance with the 2025 Guidance (**CD8-28**).

4.14 While I will not be responsible for exercising these powers directly, I am advising on the associated processes. My approach to negotiations has been informed by the statutory framework that would apply in the event of compulsory acquisition.

4.15 In line with the 2025 Guidance (**CD8-28**) 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 full record of correspondence, meetings and revised HoTs.

Negotiation Principles

- 4.16 In accordance with paragraph 17.7 & 19 of the 2025 Guidance (**CD8-28**), I have ensured that all offers made to landowners include a commitment 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 at no cost to themselves.
- 4.17 I have also taken into account paragraph 13.2 of the 2025 Guidance (**CD8-28**), which requires acquiring authorities to demonstrate that there are sufficiently compelling reasons for the powers to be sought to acquire land, so land is not acquired unnecessarily. 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. The justification of the required land and rights are detailed in John Lonergan's Proof of Evidence (**Para 5.1.83, CD26-01-APP-W8-1**).
- 4.18 As set out in para 3.1 of the 2025 Guidance (**CD8-28**) the offers made by the Applicant to date have been consistent with the compulsory purchase compensation entitlement and have applied compensation code principles.

Compensation Principles

- 4.19 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.
- 4.20 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. 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;
 - iii) Loss payments for the distress and inconvenience of being required to sell and/or relocate from a property at a time not of the landowner's choosing;
 - 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.

- 4.21 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 (Section 5(2) Land Compensation Act 1961), disregarding any effect on value of the scheme of the acquiring authority (known as the 'no scheme' principle) Section 5(2A) of Land Compensation Act 1961.

Engagement Activity to date

- 4.22 Since my appointment in 2022, I and my colleagues at CBRE have actively engaged with over 25 landowners and occupiers affected by the Scheme. Prior to this, the Applicant undertook initial engagement.
- 4.23 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;
 - vi. Ongoing review and revision of offer terms in light of landowner feedback
- 4.24 The Applicant has undertaken to meet the reasonable costs incurred by the owners and occupiers in seeking any independent advice in relation to the Order, including those reasonable costs incurred in progressing with negotiations.
- 4.25 The engagement and negotiation process has primarily been conducted by a dedicated Applicant team member and me with support from CBRE colleagues.
- 4.26 The Applicant has often been included in meetings with commercial owners and occupiers.
- 4.27 Where landowners have engaged, all freehold and long leasehold owners are now represented by professional advisors and negotiations continue to progress with those whom we have not agreed terms.
- 4.28 A table setting out the key written correspondence and engagement milestones with owners and occupiers of the scheme is provided in Appendix A. A detailed summary of engagement with the remaining objectors is set out in Section 6 of my evidence.

5 Progress on Agreements & Summary of Engagements

- 5.1 In accordance with the 2025 Guidance (**CD8-28**) 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 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.
- 5.3 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

Table 1 – Negotiation Status Table

NEGOTIATION STATUS	EXPLANATION
Agreement Completed	Legally binding documentation executed.
Terms Agreed – In Legal Hands	HoTs settled; documentation in solicitors hands.
Terms Agreed – Subject to Contract	Commercial terms agreed in principle; drafting outstanding.
Offer Made – Engaged and Negotiating	Active dialogue but no agreement yet.
Offer Made – No Material Engagement	Offer issued; little or no substantive response.
Engaged and Negotiating	Early-stage discussions prior to formal offer.

- 5.4 A 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.
- 5.5 A visualisation is supplied in Appendix C that applies a colour scheme to an excerpt of the TWAO Order Plan, 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
- 5.6 Set out below is a commentary against each negotiation status category following the categorisation statuses set out in the table above

Agreements Completed

- 5.7 A number of landowners have completed agreements and agreed terms with the Applicant. Notably, agreements have been completed with:
- i) The owners of land at Bourn Airfield,
 - ii) The University of Cambridge for land at the western end of the Scheme and,
 - iii) FW Deptford in respect of land adjacent to the M11.
- 5.8 **The Taylor Family (Bourn Airfield)** agreement covers a substantial area of land required for delivery of the Scheme. This agreement facilitates delivery of busway infrastructure alongside planned development at Bourn Airfield and represents one of the largest and most strategically important acquisitions to date.
- 5.9 This agreement is applicable to successors in title, which in this case the land has since been sold to Juniper Propco (Bourn) Limited, consortium of Greycoat Real Estate and Homes England who will be developing the site.
- 5.10 **The University of Cambridge Agreement** secures land that enables a key connection to the Cambridge West University campus, providing a critical link into the western edge of the city. This connection supports the integration of the Scheme with the wider Cambridge transport network and facilitates access to key employment and academic sites.
- 5.11 **FW Deptford Ltd's** interest in land was acquired by CCC. The land concerns a strip of land adjacent to the M11 which this forms part of a key crossing point to link the scheme to Cambridge West Campus. The land is subject to an open space application whereby replacement open space land is to be provided.

Terms Agreed – in Legal Hands

- 5.12 In addition to completed acquisitions, 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.
- 5.13 Landowners with terms agreed and solicitors appointed are:
- i) St John's College
 - ii) Cambridge University Rugby Union Football Club (CURUFC)
- 5.14 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

5.15 Heads of Terms have been agreed with the following landowners, subject to contract, and legal representatives are expected to be shortly appointed to complete the agreements.

Landowners with terms agreed (subject to Contract) are:

- i) Chivers Farms (Hardington) LLP
- ii) Bedlam Farming
- iii) National Highways Limited

5.16 I anticipate that formal legal agreements will be completed in due course.

Offer Made – Engaged and Negotiating

5.17 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.

5.18 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.

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

- i) Jesus College,
- ii) Nigel John Wallis / Richelle Wynona Wallis,
- iii) P. X. Land Limited (Company No. 15003871),
- iv) Paragon Land and Estates Ltd (Co. Regn. No. 09260069),
- v) Mr & Mrs Sadler,
- vi) The Fosters / Rectory Farm and,
- vii) The Jenkins Family

Offer Made – No Material Engagement

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

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

5.22 Landowners where offers have been made but no material engagement has followed are:

- i) Cambridge Past, Present & Future,
- ii) Houston Crest / Coton Orchard / Anna Gazeley and,
- iii) The Spearing Family.

Engaged and Negotiating

5.23 landowners identified as engaged and negotiating relate to statutory undertakers, namely:

- i) The DFT on behalf of the Crown and,
- ii) South Staffordshire Water.

5.24 In these cases, the focus of discussions at present is on infrastructure interfaces and protections, commercial terms and offers to acquire are to follow once practical terms are closer to being resolved.

Negotiation & Engagement

5.25 In line with the expectations set out in the 2025 Guidance, I have undertaken a program of engagement with affected landowners and occupiers with the aim of securing agreements by negotiation wherever possible.

5.26 This sub-section summarises the steps taken to initiate and maintain dialogue, the nature of the offers made, and the level of engagement received in return. It reflects my commitment to acting transparently and constructively in seeking to acquire the necessary land and rights by agreement.

5.27 A summary of engagement activity is supplied in Appendix A.

Justification for Use of Compulsory Purchase Powers

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

5.29 The Applicant 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.

5.30 In accordance with paragraph 2 of the 2025 Guidance (**CD8-28**) and as demonstrated in my evidence 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.

- 5.31 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.
- 5.32 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 programme.

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.

Coton Orchard - Anna Gazeley / Houston Crest Properties Ltd: (OBJ 52)

Land Requirement

6.2 The land at Coton Orchard is required primarily for construction and operation of the busway alignment, together with a parallel maintenance track and drainage infrastructure. The Scheme includes two crossing points to connect the northern and southern elements of the retained orchard and features locations for mammal tunnels to maintain ecological connectivity.

6.3 In addition, temporary possession and permanent rights are sought in respect of connecting the proposed drainage infrastructure into an existing watercourse.

6.4 The land comprises two parcels held by Houston Crest Properties Ltd:

Table 2

POWERS SOUGHT	PLOT NO(S)	AREA (ACRES)
Unrestricted Powers to Acquire Land	13-142	5.64
Powers of Temporary Use of Land and Acquisition of Permanent Rights	14-147	0.01

6.5 Plot 13-142 (22,839 sq m / approx. 5.64 acres) is proposed to be acquired permanently. Plot 14-147 (58 sq m / approx. 0.01 acres) is subject to temporary use and acquisition of rights.

6.6 The proposed permanent land acquisition arises from the chosen alignment of the busway and follows the route between the village of Coton and the bridge crossing over the M11 to link with the University of Cambridge west Campus. The acquisition corridor comprises the guided busway surface, associated maintenance track & drainage infrastructure and land for earthworks and landscaping as informed by the scheme deemed planning drawings.

Negotiation summary

- 6.7 I and CBRE colleagues have made repeated attempts to engage with Ms Gazeley in respect of land held at Coton Orchard which is affected by the Scheme.
- 6.8 Initial correspondence was issued in October 2022, introducing the Scheme and inviting engagement. Follow-up letters were sent in March 2023 and April 2024, each reiterating the Applicant's willingness to acquire by agreement and offering to engage either directly with Ms Gazeley or with a professional representative.
- 6.9 There has been additional engagement between Nick Giesler (Environmental lead at WSP) and Ms Gazeley with regards to gaining access for surveys. I refer to Appendix D which details the basis of that engagement.
- 6.10 On 19 September 2024, CBRE issued a formal written offer for the acquisition of the land. The offer was accompanied by proposals to address the environmental and habitat matters that Ms Gazeley had raised separately with the Applicant's environmental consultant, following a request for a habitat survey. My letter confirmed that the Applicant would meet reasonable professional fees if a land agent was appointed.
- 6.11 A copy of the letter proposal is provided in Appendix E. No response has been received to this proposal.
- 6.12 Efforts to engage have been made repeatedly, however no interaction or response has occurred. For this reason, the position is listed as "Offer Made – No Material Engagement". The invitation to negotiate is still open.

Objection Response

- 6.13 The objection submitted by Ms Gazeley in her personal capacity and on behalf of Coton Orchard Limited & Houston Crest Properties Ltd (**CD2 – OBJ 52**) raises a number of concerns, including assertions that the proposed acquisition of land at Coton Orchard will sever the operational integrity of the orchard and render the holding commercially unviable.
- 6.14 I respond to these matters insofar as they relate to land assembly, powers sought, and claimed business impacts.

Severance & Implications

- 6.15 I recognise that the proposed alignment would divide Coton Orchard into two distinct parts, north and south of the busway, which may have clear implications for how the orchard is managed and accessed.
- 6.16 Appendix F includes an annotated excerpt of the scheme Deemed Planning Drawings – Proposed Site Plans (**CD1-16.04**) with an overlay of the wider land holding held by Houston Crest Properties Ltd. The

plans shows the location of two crossing points (coloured blue) positioned to maintain connectivity and facilitate access between the divided areas by both pedestrian users (such as horticultural workers with or without equipment) and vehicles.

- 6.17 Specific operational details of the orchard have not been provided by the landowner. In the absence of this I have relied on my reasoning to consider the severance implications upon the Orchard. It is my understanding that usual orchard management typically relies on light, manoeuvrable vehicles such as quad bikes, compact tractors, or narrow-width trailers with many orchard maintenance tasks such as pruning, and harvesting being frequently carried out by hand or using handheld and pedestrian operated equipment.
- 6.18 The use of such methods and size of equipment is typically dictated by the tree spacing and general layout of orchards; characterised by rows of trees which limits the use of large agricultural machinery.
- 6.19 The dimensions of the crossing points are 3.5 metres wide and I expect that they are of sufficient width to accommodate the types of vehicles and equipment likely to be used within the orchard; particularly where such equipment already fits within the existing tree rows. I therefore consider it reasonable to expect that the landowner would be able to continue routine maintenance and operational activity on both sides of the Scheme using the designated crossings.
- 6.20 Whilst I expect these measures will help to mitigate the effects of severance, I recognise that they do not remove them entirely. Whilst no information has been provided in respect of how the orchard is managed and equipment and machinery utilised, I consider it reasonable to expect the crossing points would reasonably allow for the continued use of the orchard including maintaining the trees. I am prepared to re-visit this issue should information to the contrary be supplied by the landowner.
- 6.21 If, notwithstanding the reasoning I have set out, the residual impact of severance transpires to be significant, the landowner could proceed with a claim for material detriment under the Compensation Code which would be considered in line with standard practice.
- 6.22 I remain open to engagement with the landowner or their representative to explore the issue of severance and identify potential areas of mitigation or resolution.

Commercial Impact

- 6.23 The objector asserts that the Scheme would render the orchard commercially unviable due to the severance and disruption to its current use and management.
- 6.24 The objector's position is presented on the basis that the orchard is operated as an ongoing commercial business. I have requested supporting information, but to date no evidence of trading activity or accounts

- has been provided. I have also reviewed the most recent Companies House filed accounts for Coton Orchard Limited, which confirm the existence of tangible assets and cash but do not disclose any turnover or profit and loss figures.
- 6.25 Accordingly, I have not assumed any basis for a claim for extinguishment or loss of profit within my offers to date. I remain prepared to revisit this should further information or discussions indicate that a trading loss may arise.
- 6.26 Should land be acquired compulsorily, any financial loss would be assessed under the Compensation Code which provides for market value, disturbance losses (including loss of profit), severance and injurious and affection.
- 6.27 I remain willing to engage further with the objector or their representative to understand the specific concerns in greater detail and to seek resolution by agreement where possible.

Crome Lea Farm & Tenanted Land – Mr. and Mrs. Sadler (OBJ 102)

- Land Requirement**
- 6.28 The land interests held by Mr and Mrs Sadler comprise both freehold and tenanted property affected by the Scheme. These are set out below with reference to property name and land parcels:

- Freehold property:**
- 6.29 Mr & Mrs Sadler own land known as Crome Lea Farm which is required for construction and operation of the busway alignment, together with a parallel maintenance track. The Scheme includes crossings points to connect the northern and southern elements of the retained land.
- 6.30 The land comprise;

Table 3

POWERS SOUGHT	PLOTS	AREA
Permanent acquisition	11-121 & 12-125	7.01 acres

- Tenanted property:**
- 6.31 Mr & Mrs Sadler occupy part of land known as Northfield Farm under an Agricultural Holdings Act (AHA) tenancy from St Johns College. The land is required for construction and operation of the busway

alignment, together with a parallel maintenance track, drainage infrastructure and a balancing pond. The proposals includes crossings points to connect the northern and southern elements of the retained land.

6.32 Temporary rights are sought for purposes of a temporary works compound and temporary possession and permanent rights are sought in respect of connecting the proposed drainage infrastructure into an existing watercourse.

Table 4

POWERS SOUGHT	PLOTS	AREA
Permanent acquisition;	10-110, 10-118	8.67 Acres
Powers of Temporary Use of Land	10-111, 10-116,	1.81 Acres
Powers of Temporary Use and Acquisition of Permanent rights;	10-119	0.38 Acres

Negotiation Summary

6.33 Initial engagement took place in 2022 through land access discussions, with the landowner agreeing to survey access under licence in December 2022. Bidwells were initially instructed to represent the Sadlers. A draft set of Heads of Terms was subsequently issued to Bidwells by CBRE in May 2023, covering both freehold and tenanted land.

6.34 Following a period of limited response, a change in agent occurred. From late summer 2023 onwards, Rob Sadler (son of Mr and Mrs Sadler) has acted as agent on behalf of his parents. Communications since that point have been directly with him. A further set of Heads of Terms was reissued on 30 October 2024 following site meetings held to explain the extent and purpose of the proposed acquisition.

6.35 In-person meetings have taken place at Crome Lea farm during which the proposed land take and construction impacts were walked and explained on-site. These were attended by CBRE colleagues. These meetings formed a constructive basis for understanding the objectors’ concerns and progressing discussions.

6.36 A number of exchanges have subsequently taken place, including correspondence in which the landowner representative raised a number of detailed objections to the Scheme. The ensuing email correspondence was marked by the objector as without prejudice within the email heading and so I do not provide further detail.

6.37 As of the date of this proof, no agreement has been reached with the landowners. An offer has been made and updated Heads of Terms have been issued to their agent, Rob Sadler.

6.38 CBRE Colleagues have offered to meet to discuss the proposals further. However, recent engagement has been limited and substantive dialogue has not recently progressed. The position is recorded as "Offer Made – Engaged and Negotiating."

Objection Response

6.39 The objection submitted by Mr and Mrs Sadler raises a number of issues under the section 'Impact on the family farm'. I respond only to those which fall within my area of expertise, namely land use, land take, and property-related impacts. I recognise these concerns and have sought to understand them fully through engagement. The concerns raised in the objection are summarised and responded to below.

Land take and Justification

6.40 The objectors assert that the alignment of the Scheme should follow an alternative route which, in their view, would reduce the impact on their holding and avoid sensitive areas including a family burial site.

6.41 I recognise these concerns and note that whilst justification for the chosen alignment is addressed in the evidence of the Schemes engineering and planning witnesses (John Lonergan and Ralph Lewis respectively), the objectors concern may extend to a justification of the land required for route alignment being proposed by the Applicant.

6.42 An excerpt of the Deemed Planning Drawings – Proposed Site Plans (**CD1-16.04**) is provided at Appendix G. I observe the following requirements which are set out on the drawings and sit within the extent of the proposed acquisition boundary.

- a) Land is required for construction and operation of the busway alignment, together with a parallel maintenance track, drainage infrastructure and a balancing pond. The Scheme also includes crossings points to connect the northern and southern elements of the retained land.
- b) Temporary rights are sought for purposes of a temporary works compound to support construction activities of the project and permanent rights are sought in respect of connecting the proposed drainage infrastructure into an existing watercourse.

6.43 Based on the design, I am satisfied that the extent of land take proposed is proportionate and necessary for the construction and safe operation of the Scheme as designed. I remain willing to discuss the detailed extent of land sought and its acquisition rationale with the objectors or their representative, and to seek to mitigate impacts where practicable.

Impact on agricultural operations and severance

- 6.44 The objectors raise concerns over the potential for the Scheme to sever the family farm, limit access and disrupt their family and farming activities.
- 6.45 I acknowledge that the alignment of the busway runs through the centre of what is a large landholding. On the basis of on-site meetings with Mr Sadler's representative and the objection itself I am aware that the land is crossed frequently for agricultural operations and family access, including use by large farm machinery and for family members including a disabled family member.
- 6.46 To mitigate these impacts, Access tracks and crossings have been incorporated into the design as demonstrated by an excerpt of the Deemed Planning Drawings – Proposed Site Plans (**CD1-16.04**) supplied in Appendix G.
- 6.47 I have sought to engage directly on how best to mitigate construction impacts, including site meetings on 9 April and 26 July 2024 with Mr Rob Sadler who, acting for his parents, requested multiple crossings of sufficient width (minimum 45 feet) to accommodate agricultural equipment without dismantling and to ensure compliance with statutory disability access standards.
- 6.48 I understand that the precise locations and specifications of these crossings will be finalised as part of detailed design by the appointed Design & Build contractor. I remain open to continued discussions with Mr and Mrs Sadler and their representative to ensure that crossings are practical, appropriately located and proportionate to operational needs.
- 6.49 The specific concerns raised during site meetings regarding severance of working areas, timing of access, and drainage are noted, and discussions remain open to address them further as part of agreement discussions or detailed design.
- 6.50 Should any residual impacts arise that cannot be fully mitigated by crossings or other accommodation works, then these may as of right be addressed under the Compensation Code which makes provision for disturbance losses, severance, injurious affection, and market value.

Burial site proximity

- 6.51 The objectors have raised clear concerns regarding the impact of the Scheme on the family burial site, which contains the ashes of Mr Sadler's parents
- 6.52 Some of the objection assertions surround meetings in 2020 and 2021 which pre-date my involvement in the project. However on the basis of my discussions with the Applicant I am aware that the burial location was a key issue and was discussed at both site meetings.

- 6.53 I have been informed that the Applicant has been provided with differing locations for the burial site based upon What3Words (“W3W”) geographic references¹. One reference is *shots. foam. hurry* which was communicated at a site meeting on 27 January 2020 and followed up in meeting minutes. The second reference was communicated was *Violin. Veal. Stuck*. The correspondence citing the locations are provided in Appendix H.
- 6.54 In terms of my engagement with the issue, once aware of the sensitivity of the matter I sought to gather certainty on the position as soon as possible. CBRE colleagues attended an initial site meeting with the objector’s representative on the 9th March 2024 where the burial site was observed and the issue of the differing W3W locations was identified.
- 6.55 A follow up meeting was arranged for 26 July 2024 where geomatic consultants (Milestone) were appointed to attend site to record a precise location of the burial site using a using a GPS-enabled surveying device.
- 6.56 A plan is provided at Appendix I that identifies the W3W locations along with the confirmed geo-located burial site location. These locations are overlaid upon satellite imagery, scheme boundary and general arrangement of the busway and associated works. A copy of this plan was provided to the landowners agent in October 2024.
- 6.57 With the clarity of location that followed this exercise, it is now clear that the burial site lies within the order limits but on the periphery of earthworks designed to support the alignment of the busway.
- 6.58 I recognise the significant cultural and family importance of this location and the sensitivity this matter requires.
- 6.59 As set out in the Heads of Terms issued in October 2024, the Applicant has undertaken to:
- Treat the burial site with appropriate respect;
 - Instruct the appointed Design & Build contractor to explore whether the detailed design can be refined to reduce land take in this location if feasible;
 - Brief contractors regarding the burial site’s significance and agree a clear works protocol;
 - Deliver suitable boundary planting or screening in consultation with the family; and
 - In the event that relocation proves unavoidable due to detailed engineering requirements, engage fully with the family, follow the lawful process, and cover all associated costs.

¹ What3Words is a geographic location system that divides the world into 3m × 3m squares, each assigned a unique combination of three dictionary words, allowing precise and easy identification of locations, especially in rural or unmapped areas

6.60 I have not received a response to the Applicant's proposal.

6.61 Given the peripheral location of the burial site to the busway I am hopeful that a relocation of the burial site will not be required by the scheme design. I do however acknowledge that the busway will be proximate and that the setting will be impacted. As proposed in the heads of terms, I remain open to discussions to ways in which the impacts may be mitigated and the matter handled with the utmost care.

Consultation and communication

6.62 The objectors express frustration with the consultation process and project communications over the lifetime of the Scheme. While I cannot speak to early engagement prior to my instruction, I have sought to maintain open, constructive dialogue since CBRE's involvement.

6.63 From a land acquisition perspective, I and my colleagues negotiated and agreed an access survey licence with their appointed property advisors, Bidwells, in December 2022, following which negotiations to acquire land by agreement ensued.

6.64 For a significant period, communications and updated plans were issued via Bidwells, in accordance with standard practice respecting the role of an appointed agent. Following the departure of the individual handling the matter within Bidwells, I regret that Mrs Sadler had to request certain information again directly from the Applicant in March 2024.

6.65 When made aware, my colleague immediately provided Mrs Sadler with all requested plans and updates in full and apologised for the inconvenience this caused.

6.66 Two in-person site meetings were held on 9 April 2024 and 26 July 2024 to discuss the extent of land take, burial site location, access and crossing points. I have also confirmed in correspondence that the Applicant will meet the reasonable professional fees incurred by the Sadlers to support informed negotiations, in line with the January 2025 Guidance (CD8-28)

6.67 In April 2024 Mr Rob Sadler advised us of his appointment as professional advisor to the Objectors, my colleague arranged a fee undertaking from the Applicant and subsequent engagement has been via him. Much of the ensuing correspondence was marked Without Prejudice.

6.68 We issued comprehensive Heads of Terms to Mr Rob Sadler on 31 October 2024 seeking to address so far as possible the detailed issues and points raised in our discussions with him up to that point.

6.69 I am aware that Mr Sadler has raised concern that a set of draft Heads of Terms was mistakenly sent to a neighbouring landowner rather than directly to him. I acknowledge this was an administrative error and

- regret any confusion caused. Once this was brought to my attention, I ensured that the correct version of the Heads of Terms and the supporting plans were reissued.
- 6.70 Supplied in Appendix J is a log of key engagement and communication activities with the objector.
- 6.71 While I recognise that agreement has not been reached, the negotiation summary record summarised above shows that the opportunity to engage and negotiate has been offered throughout.
- 6.72 In conclusion, whilst I accept that there remain areas where agreement has not yet been reached, I consider that reasonable steps have been taken to pursue acquisition by agreement. I remain willing to continue discussions with the landowners to reach agreement where possible.

CPPF Land – Cambridge Past, Present & Future (OBJ 251)

Land Requirement

- 6.73 The land is required for construction and operation of the busway alignment, together with a parallel maintenance track, drainage infrastructure, bus stop and bat mitigation measures (2no). The Scheme includes a crossing point to connect the northern and southern elements of the retained land. Temporary possession are sought in respect of a temporary works compound to support construction of the busway. Temporary possession and permanent rights are sought in respect of connecting the proposed drainage infrastructure into an existing watercourse.
- 6.74 Affected land is comprised of:

Table 5

POWERS SOUGHT	PLOTS	AREA (ACRES)
Unrestricted Powers to Acquire Land	10-114, 12-126, 12-127, 13-128	4.41
Powers of Temporary Use of Land	13-129, 13-137	1.56

Negotiation summary

- 6.75 Applicant and CBRE colleagues have sought to engage with Cambridge Past, Present & Future (CPPF) regarding land held near Coton. The land is understood to be in agricultural use and forms part of a wider area acquired historically by CPPF.

- 6.76 Initial correspondence was issued to CPPF in October 2022 introducing the Scheme and outlining the likely extent of land required.
- 6.77 On 13 November 2023, CBRE issued a draft set of Heads of Terms to Henry Platts-Martin of Carter Jonas, acting on behalf of CPPF. These included an option agreement structure with provisions for transfer of the land, licensing for temporary use, and accommodation works. The Heads of Terms also confirmed that the Applicant would meet the reasonable professional fees incurred by CPPF in obtaining advice.
- 6.78 Mr Platts-Martin entered into a dialogue regarding the proposed Heads of Terms and sought clarification on various aspects, including valuation methodology, structure of the proposed option agreement, and associated professional fee coverage. These exchanges reflected a willingness to explore the commercial terms and clarify design queries and land requirements.
- 6.79 Mr Platts-Martin ultimately confirmed in an email dated 5th April 2024, enclosing a letter from their client to the Applicant dated 10 January 2024, that he had not been given authority to negotiate an agreement. The email and letter confirmed their client's continued objection to the Scheme and made clear that the charity did not wish to voluntarily dispose of the land. Their response restated concerns about environmental impact and alignment with the charity's founding objectives.
- 6.80 As such, no counterproposal was received and no further substantive progress was made. The offer remains open, and the invitation to negotiate by agreement still stands. However, in light of the written position taken by the charity, the status is recorded as "Offer Made – No Material Engagement".

Objection Response

- 6.81 Cambridge Past, Present & Future (CPPF) has objected to the acquisition of their land on the basis of the charity's core aims, which includes the protection of countryside west of Cambridge and the prevention of urban encroachment.
- 6.82 Whilst I acknowledge the objection submitted by CPPF, my response is limited to property, landownership, and engagement matters they have raised; specifically the objection to the acquisition of their landholding and the approach to engagement and negotiation. These fall within my professional remit. I do not comment on environmental, planning, or heritage policy issues raised more broadly.

Approach to Engagement & Negotiation

- 6.83 The Applicant and I sought to engage with CPPF in over an extended period. Initial correspondence in October 2022 introduced the Scheme and set out the likely extent of land required. In February 2023 my colleague engaged with CPPF's agent, Carter Jonas, with details of the Scheme proposals and suggestions of a meeting which was held on 5 February.

- 6.84

In November 2023 my colleague issued a set of Heads of Terms via Carter Jonas, offering an option agreement structure with provisions for temporary use, transfer conditions and confirmation that the Applicant would cover reasonable professional fees.
- 6.85

Negotiations continued into 2024 with further clarifications provided as to the land requirements and purposes. By September Carter Jonas confirmed that their client was unwilling to enter into any contractual agreement.
- 6.86

In recognition of CPPF’s position as a registered charity with constraints as to how its land can be disposed of, my colleague proposed in correspondence that negotiations could proceed on the basis that terms could be structured so an agreed transfer of land could only be implemented should the Order be made and the project proceed.
- 6.87

The proposal was put forward in land negotiations on the basis of that engagement on such terms would not be treated as support for the Scheme; this was intended to provide comfort that any commercial dialogue would not undermine the charity’s objection or charitable status.
- 6.88

Despite this proposal, no further progress was made and CPPF’s position remained unchanged. The offer to acquire the land conditional upon the scheme being confirmed and proceeding remains open.

Spearing Family – Christine Spearing, Hugh Spearing, and Holly Deane (OBJ 67)

Land Requirement

- 6.89

The land is required for realignment of part of St Neots Road, construction and operation of the busway alignment together drainage infrastructure including a balancing pond.
- 6.90

Temporary possession is sought in respect of working areas in the vicinity of the balancing pond and a temporary works compound site to support construction of the scheme.
- 6.91

Temporary possession and permanent rights are sought in respect of connecting the proposed drainage infrastructure into an existing watercourse.
- 6.92

The affected landholdings comprise:

Table 6

POWERS SOUGHT	PLOTS	AREA (ACRES)
Unrestricted Powers to Acquire Land	11-120, 9-089c, 9-089a, 9-090, 9-089b	5.90

Powers of Temporary Use of Land	9-086, 9-091, 9-094	3.56
Powers of Temporary Use of Land and Acquisition of Permanent Rights	9-087	0.14

Negotiation Summary

- 6.93I and CBRE colleagues have sought to engage with the joint landowners, Christine, Hugh, and Holly Spearing, regarding land affected by the Scheme at Comberton.
- 6.94Initial correspondence was issued in October 2022 by the Applicant, with separate letters addressed to Mr H. Spearing and Ms C. M. Spearing. A response was received from Ms Christine Spearing on 18 November 2022 requesting that all future correspondence be directed to her and copied to the other joint owners.
- 6.95My CBRE Colleague contacted the joint owners on 24 February 2023 providing an update on the project, encouraging a meeting to discuss the Scheme, identify terms upon which an agreement might be progressed and propose the appointment of an agent to represent them.
- 6.96An offer was made on 5 November 2024, accompanied by valuation information and a covering letter offering to enter into negotiations to acquire the land by agreement. Further correspondence was also directed to Ms Holly Deane (formerly Holly Spearing) on 19 March 2024.
- 6.97The letters confirmed the willingness of the Applicant to acquire the land by agreement and offered to meet reasonable professional fees in the event the owners appointed an agent. No response to these offers has been received.
- 6.98In light of the absence of engagement the status is recorded as "Offer Made – No Material Engagement".
- 6.99The invitation to negotiate remains open.

Objection Response

- 6.100The objection raises concerns regarding the loss of productive agricultural land, potential disruption to farm operations, and the impact of the Scheme on the viability of the landholding (Para 3 of Spearing Objection (**CD2-OBJ-67**)). Reference is also made to ecological effects, loss of trees and hedgerows, and broader opposition to the principle and alignment of the Scheme.
- 6.101Whilst I acknowledge the concerns raised in the objection, my response is limited to property, landownership, and engagement matters; specifically the objection to the extent of land acquisition, severance, accuracy of the Book of Reference, and the approach taken to engagement and negotiation.

These matters fall within my professional remit. I do not comment on wider environmental, ecological, or planning issues raised elsewhere in the objection.

Land Requirements and Justification

- 6.102 By reference to the Deemed Planning Drawings – Proposed Site Plans (**CD1-16.04**) I observe the following requirements which are set out on the drawings and sit within the extent of the proposed acquisition boundary.
- 6.103 Land is required for construction and operation of the busway alignment, the realignment of St Neots Road together with a parallel maintenance track, drainage infrastructure and a balancing pond. The Scheme also includes two private means of access to reprovide access to the retained landholdings and landscaping.
- 6.104 Temporary rights are also sought for purposes of a temporary works compound to support construction activities of the project and permanent rights are sought in respect of connecting the proposed drainage infrastructure into an existing watercourse.
- 6.105 On the basis of the design I am satisfied that the extent of land take proposed is proportionate and necessary for the construction and safe operation of the Scheme as designed. I remain willing to discuss the detailed extent of land sought and its acquisition rationale with the objectors or their representative, and to seek to mitigate impacts where practicable.

Severance & Access

- 6.106 The objection raises a concern that the way the Scheme is aligned through parts of the holding will leave certain areas isolated or difficult to access and manage efficiently.
- 6.107 I recognise that the busway alignment and associated works do result in sections of agricultural land being severed from larger fields. In these instances, by reference to the Deemed Planning Drawings – Proposed Site Plans (**CD1-16.04**) I observe that the design provides for private means of access to the retained landholdings.
- 6.108 In respect of the westernmost landholding, this revised access is proposed directly off the St Neots Road realignment. For the central parcel this revised access is proposed off Long Road. For the easternmost landholding a crossing point is included to provide a link between the northern and southern parcels of land.
- 6.109 Accordingly, I do not agree with the objectors' position that the proposals will leave areas isolated and without access and that land to the south of the proposed route could no longer be accessed from the

A1303. However, I am prepared to revisit the proposed access arrangements and discuss any specific or additional requirements with the landowner or their representative.

6.110 I recognise that, despite these measures, some residual impacts on the value or utility of retained land may remain. Where this occurs, compensation for severance or injurious affection can be claimed under the Compensation Code to ensure the owner is left in an equivalent position.

6.111 The Applicant remains willing to discuss any specific access requirements with the Spearing family or their representative to reduce practical impacts as far as possible through the final design and construction stages.

Engagement & Negotiation

6.112 I and my CBRE Colleague have made written offers to acquire the land by agreement and confirmed the Applicants willingness to meet reasonable professional fees in support of negotiations. However, no response to the offer has been received, and no material engagement has taken place since the objection was lodged.

6.113 I note the Objectors' position as to the financial offer we have made. Whilst matters of compensation are not for the public inquiry to determine, I remain willing to constructively discuss commercial terms with them or their representative and hear any relevant factors or evidence they wish to put forward in support of their position.

6.114 I note that the objection refers to ashes having been scattered on part of the affected land. I recognise the personal significance of this matter and am willing to discuss possible measures to respect and address this matter with the landowner or their representative.

6.115 The opportunity to negotiate remains open, and I remain willing to engage with the landowners or their representatives at any time should they wish to discuss terms.

Book of Reference Inaccuracies

6.116 The Objections asserts that the Book of Reference contains errors in the attribution of land ownership, citing plots 9-089a, 9-089b, 9-089c, 9-090 and 9-099.

6.117 I have reviewed the deposited documents with the Applicant and appointed Land referencing advisors. In respect of plots 9-089a, 9-089b, 9-089 and 9-090 the Book of Reference (**CD1-13**) correctly records Mr and Mrs Spearing and Ms Dean as freeholders with Chivers Farm as tenant.

- 6.118In respect of plot 9-099, the Book of Reference (**CD1-13**) records National Highways Limited as the possessory Freehold owners under Title Number CB341404. I have retrieved a copy of the Title from the Land Registry which confirms this record to be accurate.
- 6.119If there is a discrepancy, I am committed to resolving this with the owners and land referencing advisors to ensure the Book of Reference (**CD1-13**) reflects the correct legal interests and I invite dialogue on this point.

Childerley Lodge – Martin Jenkins & Co-owners (OBJ 68)

Land Requirement

- 6.120The land is required for construction and operation of the busway alignment together with a parallel maintenance track and drainage infrastructure. Temporary possession is sought in respect of a temporary works compound site to support construction of the scheme. Temporary possession and permanent rights are sought in respect of connecting the proposed drainage infrastructure into an existing watercourse.
- 6.121The land affected comprises the following plots:

Table 7

POWERS SOUGHT	PLOTS	AREA (ACRES)
Unrestricted Powers to Acquire Land	4-048, 4-047, 4-043	0.27
Powers of Temporary Use of Land	4-049	0.08

Negotiation summary

- 6.122Applicant and CBRE colleagues have undertaken extensive engagement with Martin Jenkins and his co-owners concerning the acquisition of land at Childerley Lodge, St Neots Road, Dry Drayton, required for the Cambourne to Cambridge Busway Scheme.
- 6.123Engagement commenced in early 2023, following confirmation of the Scheme's intended route and associated land acquisition requirements. Mr Jenkins was initially contacted directly and advised to appoint professional representation. Engagement was subsequently channelled through Bidwells, initially via Dani Kilsby-Steele and later by Louise Newton. In mid-2023, conduct of the case passed to Samuel Nobbs and Jeremy Procter, who have continued to represent Mr Jenkins and the other joint landowners.
- 6.124A video call meeting was held in June 2023 between the project team and the landowners (and Bidwells), during which general arrangement plans were presented and initial concerns discussed. These included

the impact on Childerley Lodge (a residential property close to the route), drainage and compound access, and the potential for land severance.

- 6.125 Further detailed engagement followed throughout the second half of 2023. Detailed general arrangement plans and cross-sections were shared with the landowners, and discussions addressed construction phasing, access, and the nature of rights and temporary use sought. A set of Heads of Terms was issued in October 2024.
- 6.126 A further online meeting was held on 10 December 2024. During this meeting a number of issues were raised including the proximity of the proposed alignment to residential buildings, impact of lighting, visual mitigation, compound access, and the adequacy of the compensation offer. The feedback received at that meeting was used to inform a revised set of Heads of Terms, which was issued on 12 February 2025. The revised version responded to specific concerns raised and included further clarification on the proposed terms.
- 6.127 As of the date of this evidence, no agreement has been reached. In response to queries raised by the landowners and their representatives, I have also provided further clarification on the proposed construction compound locations, intended access routes, lighting strategy, and the measures set out in the Construction Code of Practice to manage temporary impacts. Engagement has continued, and further information on scheme timing and the Transport and Works Act Order process has been provided. I have maintained regular contact with Bidwells, responding to queries and reiterating a willingness to negotiate a voluntary agreement.
- 6.128 In light of the continued dialogue, in-person meetings, and the progression of offer terms, the negotiation status is recorded as "Offer Made – Engaged and Negotiating." The invitation to reach agreement remains open.

Objection Response

- 6.129 I have reviewed the objection submitted on behalf of Mr Jenkins and his co-owners by their agent Bidwells concerning the impact of the Scheme on their landholding and residential property at Childerley Lodge (**CD2-OBJ68**).

Extent of Land Required

- 6.130 By reference to the Deemed Planning Drawings – Proposed Site Plans (CD1-16.04) I observe the following requirements which are set out on the drawings and sit within the extent of the proposed acquisition boundary.

- 6.131 The land affected by the Scheme comprises four plots located adjacent to St Neots Road. Permanent acquisition is required for the delivery of busway alignment including a parallel maintenance track and associated earthworks & landscape planting.
- 6.132 Temporary possession powers are also sought for the purpose of a of Works Compound. These will provide (but not limited to) welfare facilities, offices, contractor parking, plant and material storage.
- 6.133 On the basis of the design I am satisfied that the extent of land take proposed is proportionate and necessary for the construction and safe operation of the Scheme as designed. I remain willing to discuss the detailed extent of land sought and its acquisition rationale with the objectors or their representative, and to seek to mitigate impacts where practicable.

Scheme Design and Proximity to Property

- 6.134 I acknowledge the concerns about proximity of infrastructure to Childerley Lodge, impacts on residential amenity, visual mitigation, and construction access. These matters have been the subject of engagement with the landowners and their appointed representatives at Bidwells. In response to the concerns raised, clarifications on matters such as lighting and landscaping were supplied, revised general arrangement drawings and cross-sections were issued, and adjustments to proposed terms were reflected in a revised set of Heads of Terms issued in February 2025.
- 6.135 Matters relating to visual, noise and light effects are addressed by the Environmental Statement (**CD1-10.01**) and in the proof of the relevant expert witness. I remain open to further engagement on how construction access, timing and reinstatement can help manage short-term disruption to residential occupiers and tenants.
- 6.136 As of the date of this proof of evidence, no agreement has been reached. However, I remain open to further engagement to explore terms for voluntary acquisition.

Existing and Proposed Infrastructure – Drainage and Access

- 6.137 I note the objection issue raised of drainage features and interaction with the existing A428 drainage systems. Technical matters relating to this interaction are addressed by the engineering and drainage witnesses.
- 6.138 In respect of local access and the St Neots Road intersection; the Scheme does not permanently alter property access rights once construction is complete. Temporary possession and reinstatement will be managed under the Code of Construction Practice (**CD1-26**). I will continue to discuss detailed

construction access plans with the owners and tenants to address any site-specific concerns about maintaining access during works.

Referencing

6.139 The concern that Plots 4-041a and 4-041b may not form part of the owners’ title has been noted. I confirm that land referencing has been undertaken in line with statutory requirements and diligent enquiry. If there is a discrepancy, I am committed to resolving this with the owners and land referencing advisors to ensure the Book of Reference **(CD1-13D)** reflects the correct legal interests. This remains an ongoing process and I invite continued dialogue on this point.

Scotland Farm – PX Farms Limited (OBJ 252)

Land Requirement

6.140 Land is required permanently for the purposes of constructing a park and ride facility with bus stands, parking and associated infrastructure in addition to a balancing pond and drainage infrastructure.

6.141 Temporary land relates to land required to build the park and ride facility.

6.142 The land affected comprises the following plots:

Table 8

POWERS SOUGHT	PLOTS	AREA (ACRES)
Unrestricted Powers to Acquire Land	6-073	28.94
Powers of Temporary Use of Land	7-075	0.36
Powers of Temporary Use of Land and Acquisition of Permanent Rights	7-076, 7-078, 7-081	0.19

Negotiation summary

6.143 The Applicant and CBRE have engaged with PX Farms Limited, represented by Ceres Rural, in respect of land required for the delivery of the Cambourne to Cambridge Busway Scheme. The land in question is located at Scotland Farm, Dry Drayton, and is primarily associated with the proposed travel hub (Park & Ride) facility.

6.144 Following initial engagement, PX Farms proposed that the acquisition be structured by way of a leasehold interest rather than a freehold transfer and has formed the basis for ongoing negotiations.

- 6.145 A draft set of Heads of Terms was prepared and issued by Ceres Rural on behalf of PX Farms. These were reviewed by CBRE and the Applicant project team, and revised versions have been shared between the parties throughout late 2023 and early 2024. The draft Heads of Terms propose a long lease structure supported by a short-term construction lease and include provisions for annual rent, rent review, reinstatement, subletting and access. Queries raised by the landowner and their representatives have included use of the land post-occupation, security provisions, lighting, and electric vehicle infrastructure.
- 6.146 Engagement has included direct dialogue between Henry Church (CBRE) and Christopher Monk (Ceres), with several rounds of correspondence and telephone discussions to clarify legal and commercial points. These discussions have helped refine the structure of the proposed agreement and inform the drafting of revised terms. Revised Heads of Terms incorporating feedback have been shared most recently in early 2025.
- 6.147 While material progress has been made and detailed comments exchanged, agreement has not yet been reached and negotiations remain ongoing. Given the level of detail and ongoing dialogue, the status is recorded as "Offer Made – Engaged and Negotiating." The invitation to reach agreement remains open.

Objection Response

- 6.148 I have reviewed the objection submitted by PX Farms Limited concerning land at Scotland Farm, Dry Drayton. My response is limited to those matters that fall within my professional remit relating to land acquisition, engagement, and property use.

Negotiation & Efforts to Acquire by Agreement

- 6.149 PX Farms' objection asserts that insufficient effort has been made to acquire the required land by agreement.
- 6.150 The objection raises concerns that insufficient effort was made to acquire the land by agreement. As detailed in the preceding negotiation summary, I and my colleagues have engaged extensively with the landowner's appointed representative, Ceres, and have progressed a detailed lease-based Heads of Terms. The parties have exchanged multiple drafts, and I have provided clarification on rent, reinstatement, access, lighting, and electric vehicle infrastructure. Engagement has included written correspondence and telephone discussions, with continued contact through to early 2025.
- 6.151 I acknowledge that we remain apart on tenure terms and consideration however I remain committed to continuing discussions with the aim of reaching agreement wherever practicable prior to compulsory acquisition

Outside Scope of Expressed Aims

- 6.152 The objection raises several concerns under the heading “*Outside Scope of Expressed Aims*”. These include:
- a) That the inclusion of electric vehicle charging represents a revenue-generating activity beyond the project’s stated objectives,
 - b) That the area of land identified for acquisition exceeds what is reasonably required, and
 - c) That the Acquiring Authority has unreasonably rejected a leasehold approach in favour of freehold acquisition.
- 6.153 Assertion a) contends that Electric Vehicle charging falls outside the project’s stated objectives. These matters are addressed in the proof of evidence of Jo Baker (**CD26-01-APP-W1-1, Para 11.7.11**) who confirms that the provision of electric vehicle charging is required under Planning Condition 23 and forms part of the consented Scheme. I do not address the strategic justification for this element within my evidence.
- 6.154 Assertion b) contends that the proposed acquisition area exceeds what is reasonably required. By reference to the Deemed Planning Drawings – Proposed Site Plans (**CD1-16.04**), I can confirm that the area identified for acquisition reflects the confirmed Scheme layout and includes bus parking, vehicle circulation space, parking bays, access routes, drainage, and landscaping. The design-led justification for the extent of land required is addressed in the Applicant’s engineering evidence provided by John Lonergan (**CD26-01-APP-W8-1**)
- 6.155 Assertion c) contends the Acquiring Authority has rejected a leasehold approach and seeks freehold acquisition. This is not the case; the landowner proposed that the acquisition be structured by way of a long lease, supported by a temporary lease for construction purposes. This structure has been accepted by the Applicant and forms the basis of the Heads of Terms and ongoing negotiations.
- Procedural Irregularity***
- 6.156 PX Farms further raised a concern that notices were not correctly served. This has since been addressed and corrected, with the appropriate notices reissued and the response window extended, as detailed in the Statement of Case.
- 6.157 I remain willing to continue discussions with PX Farms and their representatives to reach agreement on the terms for voluntary acquisition. The opportunity to settle by agreement remains open.

Cambridge University Rugby Union and Association Football Trust Ltd (CURUAFT) (OBJ 238)

Land Requirement

6.158 The land interests held by CURUAFT comprise both freehold and tenanted property affected by the Scheme. These are set out below with reference to property name and land parcels:

Freehold property:

6.159 CURUAFT own the University Football stadium off Grange Road. Part of their landholding includes a sliver of open land which runs along the boundary of their land ownership in between the stadium structure and the boundary fence line. To the east the sliver broadens to include the corner of their landholding.

6.160 This land is required for construction and operation of the busway alignment along Grange Road.

6.161 The land comprises;

Table 9

POWERS SOUGHT	PLOT	AREA
Permanent acquisition	17-182	0.09 acres

Tenanted property:

6.162 CURUAFT occupy the Rugby Training Pitch located to the west of the stadium off at Grange Road, Cambridge under what we believe to be a holding over arrangement from their landlord, Jesus College.

6.163 Permanent acquisition is sought over part of this training pitch land for the purposes of construction and operation of the busway alignment including associated drainage infrastructure and earthworks.

Table 10

POWERS SOUGHT	PLOTS	AREA
Permanent acquisition;	16-178 (part)	0.34 Acres
Powers of Temporary Use of Land	10-111, 10-116,	1.81 Acres

Negotiation summary

- 6.164 I have been leading discussions with the CURUAFT regarding land affected by the Scheme.
- 6.165 Engagement with CURUAFT began in 2022 and has included extensive dialogue regarding land take, impact on operations, and scope of accommodation works. The Trust has been represented throughout negotiations by their agent, Lambert Smith Hampton. Engagement has included in-person meetings and structured correspondence. A key focus of discussions has been how the Scheme may affect CURUAFT's activities, including access, drainage, utilities, the location and use of the training pitch, and accommodation works to mitigate impacts.
- 6.166 Following these discussions, draft Heads of Terms were issued and revised. On 25 November 2024, a finalised set of Heads of Terms was issued to CURUAFT, setting out a proposed Option Agreement. The Option provides for grant of a long lease following confirmation of the TWAO. The agreement includes commitments from CCC to implement agreed accommodation works, facilitate continued access for events such as the Steele Bodgers Match, and protect CURUAFT's retained access and drainage rights. In return, CURUAFT would provide the land and facilitate vacant possession on terms set out within the Option.
- 6.167 At the time of writing, terms have been agreed in principle and solicitors have been instructed. The status is recorded as "Terms Agreed - In Legal Hands."

Objection Response

- 6.168 The objection submitted by CURUAFT, via their agent Lambert Smith Hampton, raises concerns about the use of compulsory purchase powers, citing Article 1 of Protocol 1 of the European Convention on Human Rights and the impact of the Scheme on CURUAFT's wider landholding.
- 6.169 The objection highlights issues relating to access, fencing, the electricity supply, maintenance of the grandstand, and the impact on the rugby training pitch. These are matters that have been the subject of negotiation between CURUAFT and me, with proposals incorporated into the agreed Heads of Terms to address each concern.
- 6.170 The finalised Heads of Terms provide:
- A legally binding Option Agreement conditional upon the Order being made.
 - A commitment from CCC not to implement compulsory purchase powers where CURUAFT is able and willing to fulfil the Option terms.
 - Access protection for CURUAFT's retained land and events, including the Steele Bodgers Match.
 - Delivery of fencing, turning circles and drainage works as part of an agreed Accommodation Works Schedule.

- Provisions for further compensation in the event of unforeseen disturbance.
- 6.171

The Option terms also include full rights of access, drainage safeguards, and practical measures to limit disruption. The Trust is to be granted a 125-year lease rather than lose freehold ownership, consistent with CURUAFT’s preference. In turn, CURUAFT has committed not to object further or delay implementation, subject to confirmation of the agreed terms.
- 6.172

I consider that the land acquisition arrangements and mitigation measures fully address the substance of the concerns raised in the objection. A negotiated outcome has been reached and is expected to be documented shortly.

Clare Hall (OBJ-213)

Land Requirement

- 6.173

In Clare Hall’s objection it is claimed that the land ownership as detailed on the land title for Jesus College that includes the Rifle Range is incorrect and in fact some of the land is in their ownership is required. This has yet to be formally confirmed.
- 6.174

Clare Hall have been included in the Book of Reference under ‘Tenant and Occupier’ in respect of rights reserved by way of a conveyance or an easement. They are as follows:

Table 11

PLOT NO	OWNER	INTEREST
16-164a, 16-164b	The President and Fellows of Clare Hall in the University of Cambridge (Company No. RC000725)	Rights reserved by Conveyance dated 24 June 1983
16-178, 16-179, 17-180, 17-181	Clare Hall in the University of Cambridge (Company No. 1137491)	Easement

- 6.175

With regards to 16-164a and 16-164b, Clare Hall’s interest relate to a conveyance. That conveyance needed to be ordered and we now have a copy of it, which is between St John’s College and Risby Fruit Farms Limited (June 1983). Clare Hall was included as at the time of drafting the Book of Reference as it was unclear whether they held an interest and being careful that anyone that may have an interest is included in the Book of Reference. It has been since concluded that Clare Hall is not a party to the conveyance.
- 6.176

With regards to plots 16-178 through to 17-181, the Applicant received a response to the LIQ request in April 2022 from Jesus College where they suggested that Clare Hall has an interest in a ‘communication easement’ however is not detailed on the Land Registry. On further review we were unable to find a direct

interest to Clare Hall with such an easement however it was necessary to include Clare Hall so to be careful that anyone that may have an interest is included in the Book of Reference.

Negotiation summary

- 6.177 Following receiving the objection from Clare Hall explaining their concerns, I have been leading discussions with Clare Hall regarding land affected by the Scheme.
- 6.178 Negotiations have been progressed on the basis of mitigating the impact to the Clare Hall site, currently working towards a statement of common ground.

Objection Response

- 6.179 The objection submitted by Clare Hall, via their solicitors Dentons Global, relates primarily to ownership of part of Plot 16-178 and associated concerns about access, consultation, and the use of compulsory purchase powers. The objection also references the potential impact on Clare Hall's quiet enjoyment of its grounds.
- 6.180 These matters have been considered following receipt of the objection. Engagement with Clare Hall's appointed agent has since commenced, and I remain willing to progress discussions should further information be provided in support of their claimed interest or in relation to the Scheme's design and delivery. My responses to the points raised as related to land and property matters are set out below.

Lack of Engagement by the Applicant

- 6.181 Clare Hall has asserted that GCP had not been engaged with them regarding the acquisition of their interests. The background context to this assertion is important.
- 6.182 The Applicant and I have relied upon Land Registry records for the purpose of land referencing and compiling the Book of Reference, and the ownership attribution reflects the position as was understood throughout my engagement lead-in period to submission of the Order.
- 6.183 The Applicant now understands from the Objection and subsequent discussions with their land agent that Clare Hall asserts freehold ownership of part of Plot 16-178, which is currently registered to Jesus College in the official Land Registry title documentation (Title Number: CB364560) and has initiated an application to the Land Registry seeking rectification of the title.
- 6.184 Plot 16-178 was (and remains) registered to Jesus College. Based on the referencing information available, my engagement was initially focused on parties with confirmed proprietary interests and on that basis I had not engaged until the objection was received.

- 6.185 As of the date of this proof, no updated registration confirming Clare Hall's interest has been provided. Notwithstanding this, I am now engaged with the Agent of Clare Hall to address concerns raised.
- 6.186 In respect of Clare Hall's assertion of a lack of engagement; on technical matters, the GCP Director of Transport met with the President of Clare Hall in late 2022 followed by a further meeting on 16 December 2022, arranged at the request of the President, between the GCP Project Manager and Pulsar Transport who were appointed by Clare Hall as advisors.
- 6.187 Pulsar followed up with two sets of clarification questions to GCP on 3 January 2023 6 February 2023, both of which received responses. No further questions or requests were received until 2025. Matters such as land ownership were not raised as concerns by Clare Hall so were not discussed at that stage.
- 6.188 In addition to the above engagement, a Land Interest Questionnaire (LIQ) was sent in April 2022. No response was ever received to the LIQ.
- 6.189 Since the objection, I have met with Clare Hall's agent, Clare Hall's Bursar and their heritage expert. At present the parties are working towards a statement of common ground.

Access

- 6.190 Clare Hall has stated that they rely upon pedestrian access along the Rifle Range road. Whilst no such rights are documented on their title, they have suggested they hold prescriptive rights, albeit no evidence has been provided to demonstrate or substantiate this claim.
- 6.191 Regardless of the uncertainty as to legal rights, on a practical basis, I am aware that Rifle Range Road can be used as an access & egress route for Clare Hall and I have acknowledged their concerns as to the impact of the scheme proposals on this access route.
- 6.192 It has been explained to Clare Hall that the scheme design includes a parallel maintenance track that runs alongside the busway, adjacent to Clare Hall. This track will accommodate all existing pedestrian access points and will provide for continued pedestrian access along the corridor.

Future Plans for Clare Hall

- 6.193 We respect Clare Hall's development aspirations and are committed to ensuring that their proposed plans align with the scheme. Clare Hall have explained that the scheme removes their ability to be able to agree temporary vehicular access rights with Jesus College as and when they would need them for their future development.
- 6.194 The principle of allowing Clare Hall access for construction, either along the maintenance track and/or the busway is accepted, subject to not materially impacting the running of the busway. Again negotiations as

to how that can be formalised is being discussed, albeit it is difficult to allow for a scheme when it has not yet been submitted for planning nor received an approval.

National Highways Limited (REP – 10)

Land Requirement

6.195 Land is required, permanently, and temporarily. In addition rights are required over land. . The land is made up from mixture of National Highway operational and non-operational land.

6.196 National Highways Limited submitted a representation (**CD2-REP-10.01**) which outlined a number of concerns that related to the acquisition of land which is currently held by National Highways on an operational basis.

6.197 The land required is numbered below:

Table 12

Powers Sought	Plots	Area
Permanent acquisition;	1-006, 1-010, 1-011, 1-012, 1-016, 2-031, 3-035, 3-038, 4-044, 4-052, 5-054, 5-055, 5-056, 5-060, 5-063, 5-065, 6-072, 6-074, 6-079, 6-080, 9-085a, 9-085b, 9-085c, 9-096, 9-099, 10-109, 10-115, 14-152	21.56 Acres
Powers of Temporary Use of Land	1-005, 1-009, 1-013, 1-014, 1-017, 1-023, 1-025, 1-026, 1-027, 1-029, 3-037, 4-040, 4-041a, 4-041b, 4-042, 4-045, 4-046, 4-053, 5-058, 5-059, 5-064, 5-066, 5-067, 6-068, 6-069, 6-070, 6-071, 8-082, 9-092, 9-095, 14-149, 14-151	23.52 Acres
Powers Air Rights	14-150	
Powers to Operate	1-007, 1-008	

- 6.198 National Highways Ltd have explained that they in principle accept the objective of the scheme which will ultimately provide alternative public transport options easing congestion and providing a connection between Cambourne and west Cambridge developments.
- 6.199 Their representation has highlighted they require understanding the risks better with the construction of the guided busway in close proximity of the A428.
- 6.200 The principle of using land temporarily has been accepted, albeit they require Roadspace booking and will need to liaise with the National Highways Network Occupancy team. Conditions of the booking and therefore the use of the operational land will need to be agreed ahead of scheme. This includes plot numbers 4-053, 3-037, 9-096 and 9-092.
- 6.201 The principle of acquiring operational land has not been accepted on a number of plots, being 2-031, 3-038, 4-052, 4-053, 5-054, 9-085c, 9-096 and 14-152. National Highways went on to explain that given the limited detailed design available for consideration, National Highways are unclear on the long-term safety implications for the A428 and the impact this may have on meeting future needs of the network. As such they would require further detail before allowing the acquisition of such land, so to make sure there a minimal impacts on the road network.
- 6.202 National Highways Ltd have explained that they require understanding the risks better with the construction of the guided busway in close proximity of the A428.

Negotiation summary

- 6.203 The Applicant has been leading discussions with National Highways Limited regarding land affected by the Scheme and have proposed to enter into a number of formal agreements which deal with the building over the M11, working in proximity of the A428 and the acquisition of land.
- 6.204 Meetings have dated back to 2022, working with National Highways property team alongside of their operational management team. Discussions have been very positive and solicitors are presently progressing forward the relevant agreements.
- 6.205 I am currently working with the National Highways property team to finalise the heads of terms for the acquisition of all the land that is required both temporarily and permanently, apart from plots 2-031 and 4-052. Both of those plots are operational land where National Highways require more detailed design before agreeing to dispose of the land.
- 6.206 National Highways Ltd have confirmed that a number of plots are not in their ownership and therefore are unable to be transferred, being 1-011, 9-085a, 9-085b, 9-085c, 10-109 and 14-152

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, Applicant have acted in accordance with the 2025 Guidance (CD8-28) and I can confirm that substantial efforts have been made to negotiate with owners and occupiers of the commercial properties within the Order Land in compliance with the 2025 Guidance (CD8-28). This is demonstrated by agreements being secured with the affected parties detailed 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 Applicant has engaged in meaningful negotiations with the majority of the affected owners and occupiers. I have also made numerous attempts to contact those parties who have been unwilling to engage. In my view reasonable efforts have been made by the Applicant to negotiate purchase of land and rights by agreement.

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 there is a compelling case in the public interest to justify the inclusion of compulsory purchase powers in the order.

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.
- 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