

The Network Rail (Cambridge South Infrastructure Enhancements) Order



Proof of Evidence

Proof of Evidence – Property (Mr Bill Simms BA(Hons) MRICS)

**Transport and Works (Inquiries Procedure) (England & Wales) Rules
2004**

7th January 2022

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APPENDIX 1 SUMMARY OF LANDOWNER ENGAGEMENT

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ABBREVIATIONS AND ACRONYMS USED

1992 Act	The Transport and Works Act 1992
A1P1	Article 1 of Protocol 1 of the European Convention on Human Rights
CBC	Cambridge Biomedical Campus
CBCManCo	CBC Estate Management Company Ltd
CC1, CC2	Countryside Cambridge One Ltd and Countryside Cambridge Two Ltd
CCiC	Cambridge City Council
CSET	Cambridge South East Transport
CSIE Project	Cambridge South Infrastructure Enhancements Project
CUH	Cambridge University Hospitals
ECHR	European Convention on Human Rights
LMB	Laboratory of Molecular Biology
LWA	Land and Works Agreement
MRC	Medical Research Council
MSCP	Multi-Story Car Park
proposed TWAO	draft Order under the Transport and Works Act 1992
UoC	University of Cambridge

The Network Rail (Cambridge South Infrastructure Enhancements) Order**Proof of Evidence****1. INTRODUCTION**

- 1.1. My full name is William John Simms. I am an equity partner at Bruton Knowles, a firm of chartered surveyors with the head office at Olympus House, Quedgeley, Gloucester GL2 4NF. The firm operates from some 12 offices throughout England and Wales and I am based in the Gloucester office.
- 1.2. I am a member of The Royal Institution of Chartered Surveyors (RICS) having qualified in 1995 as a Rural Practice Chartered Surveyor. I have a Diploma in Rural Estate Management from the Royal Agricultural College, Cirencester.
- 1.3. I have worked for Bruton Knowles since 1996 and have practiced predominantly within the field of compulsory purchase and compensation. I have acted for a number of acquiring authority clients and claimants affected by projects including Compulsory Purchase Orders, Development Consent Orders and Transport & Works Act Orders.
- 1.4. In 2015 Bruton Knowles tendered for inclusion on the Network Rail Property services framework and was successful. The areas of work covered by the tender included compulsory purchase & compensation work. In 2020 Network Rail invited tenders via the property services framework to provide property support services to the Cambridge South Infrastructure Enhancements Project ("**CSIE**", "the **CSIE Project**"). Bruton Knowles tendered for this work and were successful in the tender process and were subsequently appointed by Network Rail in March 2021.
- 1.5. The draft Order under the Transport and Works Act 1992 (**NR2**) ("the **proposed TWAO**") is required to facilitate the development of a new Railway station to the South of Cambridge. The new station would connect the Cambridge Biomedical Campus ("**CBC**") with potential destinations such as central London, London Stansted Airport, Ely, Birmingham and Europe. The station would also provide access to a growing area of high-quality employment and help relieve congestion in the local area by supporting the development of environmentally sustainable transport in Cambridge. In the future, East West Rail services from Bedford to Cambridge could serve the new station, however the development is not part of the East West Rail project.

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- 1.6. The development would involve the construction and operation of a new two storey, four platform station on the West Anglia Main Line adjacent to the CBC which could include:
 - 1.6.1. a ticket office;
 - 1.6.2. ticket vending machines;
 - 1.6.3. lifts providing step free access to all platforms;
 - 1.6.4. accessible toilets, baby change facilities, waiting area and space for retail/catering;
 - 1.6.5. access for pedestrians and cyclists from both sides of the railway with capacity for 1000 cycle parking spaces; and
 - 1.6.6. modification to roads and crossings to facilitate access to the station.
- 1.7. The development also includes modifications and enhancement to the existing rail infrastructure to support the new station which includes:
 - 1.7.1. remodelling of the existing track layout;
 - 1.7.2. installing two additional track loops to accommodate a four-platform station;
 - 1.7.3. enhancements to Shepreth branch junction;
 - 1.7.4. modification to the railway on the southern approach to Cambridge station;
 - 1.7.5. provision for overhead line electrification infrastructure and a substation;
 - 1.7.6. modification of existing signalling equipment; and
 - 1.7.7. closure of two private level crossing and provision of alternative access.
- 1.8. Full details of the CSIE Project are provided in the Proof of Evidence of Mr Barnes **(NRE1.2)**.
- 1.9. I am aware of the details of the CSIE Project from the study of the application documents including scheme drawings. I have familiarised myself with the land affected and I have visited the site accompanied by other Bruton Knowles colleagues who are working on the CSIE Project. I have also attended meetings with the other members of the CSIE Project team and held meetings with land and property interest owners along with my team and Network Rail staff.

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- 1.10. Where I have not undertaken discussions personally with land and property interest owners I have been kept fully informed by Network Rail staff, consultants, and contractors. Where Bruton Knowles have engaged in direct discussions colleagues have reported details of the meetings to me. Where appropriate and relevant Network Rail staff have provided me with notes of meetings and correspondence.
- 1.11. I have studied publicly available information on properties that I have not been able to inspect, in particular I have utilised Landinsight software which maps property data onto mapping and satellite imagery. I have also considered the objections and representations that have been submitted.

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2.1 My proof of evidence will address the land and property impacts of the CSIE Project and will cover the matters set out below:-

- **Section 3:** A description of the purpose of the proposed TWAO
- **Section 4:** The land that is included in the TWAO and the powers sought
- **Section 5:** Justification for the acquisition and use of the land and property
- **Section 6:** An overview of the Special Category land affected by the CSIE Project.
- **Section 7:** A review of the scope for owners of an interest in land to claim compensation as a result of the implementation of the TWAO, if confirmed.
- **Section 8:** Interference with Human Rights
- **Section 9:** A summary of Landowner Engagement undertaken on the CSIE Project
- **Section 10:** A response to objections by owners of an interest in land on a case by case basis
- **Section 11:** Sets out my conclusions

2.2 The above evidence addresses the matters raised at points 1, 6, 8, 9(a) to (d) and 12 of the Secretary of State's Statement of Matters dated 27 October 2021.

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- 3.1 The purpose of the proposed TWAO is to enable Network Rail to deliver the CSIE Project. The proposed TWAO and the deemed planning permission directed under s. 90(2A) TCPA 1990, will, if made, authorise Network Rail to carry out works associated with the delivery of the CSIE Project.
- 3.2 In particular, Article 6 of the proposed TWAO allows Network Rail to carry out and maintain works as may be necessary or expedient for the purposes of, or for purposes ancillary to, the construction of the scheduled works namely:-
- (a) electrical equipment, signalling and permanent way works;
 - (b) hoardings and fencing, ramps, means of access and footpaths, bridleways and cycle tracks;
 - (c) embankments, cuttings, aprons, abutments, retaining walls, wing walls and culverts;
 - (d) works to install or alter the position of apparatus, including mains, sewers, drains and cables;
 - (e) works to alter or remove any structure erected upon any highway or adjoining land;
 - (f) landscaping and other works to mitigate any adverse effects of the construction maintenance or operation of the scheduled works;
 - (g) works for the benefit or protection of premises affected by the scheduled works;
 - (h) works to alter the course of, or otherwise interfere with, a watercourse other than a navigable watercourse; and
 - (i) works to erect and construct offices and other buildings, machinery, apparatus, works and conveniences.

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4 LAND THAT IS INCLUDED IN THE ORDER AND POWERS SOUGHT

- 4.1 The land which is intended to be acquired or used for the construction, operation and maintenance of the CSIE Project is identified on the deposited land plans (originally submitted as **NR9**; now updated as per **NR22** and **NR23**) and in the proposed TWAO (**NR2**) and the Book of Reference (**NR8**).
- 4.2 The purpose of the Book of Reference is to ensure that all parties with an interest in land or rights affected by the CSIE Project are consulted and receive the correct notifications when their land and rights are affected. The Book of Reference was produced as required for the TWAO application. Site areas have since been revised and the deposited plans have been amended accordingly. The revised site areas have been updated within the Book of Reference. Network Rail has confirmed that an updated version will be provided in advance of the public inquiry in accordance with the Inspector's timetable.
- 4.3 The land to be acquired or used has been defined by identifying land required for the construction, operation, maintenance and protective works to take place, over which new rights are to be acquired for the future operation of the project to enable its maintenance. Details of the various elements of the CSIE Project and their land requirements can be found in the Proof of Evidence of Mr Barnes (**NRE1.2**).
- 4.4 The permanent acquisition of land and property is required for the purposes of the construction, retention and maintenance of the new station and the new railway tracks proposed as part of the authorised works. In addition, land needs to be acquired i) to provide replacement open space ii) to provide ground stabilisation and iii) to provide permanent access for railway infrastructure.
- 4.5 Powers are therefore sought in the proposed TWAO to acquire and use the land in a number of different ways including:-
- a) Permanent acquisition of land and property;
 - b) Permanent acquisition of rights over land and property;
 - c) Temporary use or possession of land for construction purposes;

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- d) Access to land and property to carry out surveys and (if required) protective works; and
 - e) Extinguishment of private rights over and closure of level crossings.
- 4.6 The powers contained in the proposed TWAO for the CSIE Project are dealt with in greater detail in Section 5 below, with the relevant Articles in the TWAO being as follows:-
- a) Article 8 provides rights to close level crossings;
 - b) Article 19 provides for Network Rail to permanently acquire land;
 - c) Article 22 provides powers to acquire new rights in land;
 - d) Article 23 provides powers to acquire subsoil or airspace only;
 - e) Article 24 provides rights over or under streets;
 - f) Article 25 provides rights to acquire land on a temporary basis;
 - g) Article 26 provides rights for access on a temporary basis to undertake maintenance works; and
 - h) In addition, there are additional rights granted, such as the right to fell and lop trees and access fSection 5, aboveor surveys (Article 33).
- 4.7 Hence if approved, the proposed TWAO will grant powers to, take land on a permanent and temporary basis, impose rights on land, extinguish rights, undertake works affecting the highway and allow entry for survey and tree lopping purposes. The rights set out in the TWAO are all required to facilitate delivery of the CSIE Project.

The Network Rail (Cambridge South Infrastructure Enhancements) Order**Proof of Evidence****5 JUSTIFICATION FOR THE ACQUISITION AND USE OF THE LAND AND PROPERTY**

- 5.1 Two of the issues in the Statement of Matters identified by the Secretary of State are whether there is a compelling case in the public interest to justify conferring on NR powers to compulsorily acquire and use land for the purposes of the CSIE Project, and whether all the land and rights over land which NR has applied for is necessary to implement the scheme (Matters 9(a) and (d)). The positive justification of the CSIE Project is set out in other Proofs, such as the Proofs of Lewis Wingfield (**NRE11.2**) and John Pearson (**NRE9.2**). What follows sets out the powers and rights that are sought under the proposed TWAO and why they are necessary.
- 5.2 The permanent acquisition of land and property is required for the purposes of the construction, retention and maintenance of the new station and the new railway tracks proposed as part of the authorised works.
- 5.3 Powers of permanent acquisition are sought for the following:-
- a) Permanent land take for new railway track on the western side of the existing railway (Work No.1 & Work No.6);
 - b) Permanent land take for new railway track on the eastern side of the existing railway (Work No.2 & Work No.7);
 - c) Permanent land take required for a new passenger station facility, comprising four new platforms, associated railway lines, station footbridge with stairs, high level concourse, eastern and western entrance buildings with ticketing and staffing facilities together with associated forecourt areas, access and a secondary means of escape footbridge (Work No.3);
 - d) Permanent land take required for a new pedestrian and cycling path on the west side of Hobson's Park (Work No.4);
 - e) Permanent land take required for a new pedestrian path including an at grade crossing over the Cambridgeshire Guided Busway (Work No.5);
 - f) Permanent land take for realignment of railway (down Shepreth Branch Line) and the relocation of an existing telecommunications mast and

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associated equipment together with the installation of a new equipment building (Work No.8);

- g) Permanent land take for cross over between the existing railway lines (Work No.9);
- h) Permanent land take for realignment of the railway on the eastern side (Work No.10);
- i) Permanent land take required for the construction of an agricultural accommodation bridge over Hobson's Brook (Work No.11); and
- j) Permanent land take required for:-
 - i. The provision of replacement open space comprised in Plot 92 on the deposited land plans;
 - ii. Land for the installation of soil nails comprised in Plot 31; and
 - iii. Permanent maintenance access for railway infrastructure in Plot 1a.

5.4 Temporary use of land is required to enable the construction of the project where that land will not be required for the future operation of the authorised works. Temporary possession of land is necessary for the provision of construction compound areas, environmental mitigation works, landscaping works, crane oversailing and the construction and provision of haul roads.

5.5 Plot 6 within Hobson's Park is the largest area identified for temporary possession. Since publication of the proposed TWAO, Network Rail has reviewed the extent of the identified area with its contractor and has been able to reduce the area which has been identified for accommodation works, landscaping works, drainage works,

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environmental mitigation, temporary storage of materials as required for the construction of the authorised works.

5.6 Access to land and property to carry out surveys is also required to enable Network Rail to minimise the effects of construction of the project on existing land and property.

5.7 In relation to new rights sought, these are identified in Schedule 3 of the proposed TWAO (**NR2**) but in summary, the rights sought are to allow for:-

- a) Access for maintenance of authorised works;
- b) Use of land as works site in association with maintenance;
- c) Rights to access the replacement open space land and the ability to grant permitted rights of access for the public generally to use that land including, the rights for the authorised users who will be permitted to use the new bridge as a substitute access following the closure and extinguishment of private rights over the Dukes No.2 Level Crossing and Webster's Level Crossing;
- d) Rights to pass and repass over Francis Crick Avenue and Robinson's Way for the purposes of access and egress for the station and for its licensees. This is required because Francis Crick Avenue and Robinson's Way are private roads and Network Rail needs certainty that both it and people using the station have the rights to use Francis Crick Avenue and Robinson's Way for that purpose; and
- e) The right for the emergency egress and safe passage from the station for Network Rail and its licencees over the Astra Zeneca car park comprised in Plots 42 and 43 is required to provide a secondary means of escape from the station in the event of an emergency. Since publication of the proposed TWAO, Network Rail has reviewed the extent of the identified area with its contractor and has been able to reduce the area required to provide to provide the secondary means of escape.

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- 5.8 In accordance with Rule 15 of the Transport and Works Act Application Rules 2006 (**B3**), notices have been served by Network Rail on the owners, lessees and occupiers of land affected by the CSIE Project as set out in the Book of Reference (**NR8**).
- 5.9 In accordance with Government guidance, Network Rail's aim is to minimise the use of compulsory purchase and, in an effort to achieve that, it continues to negotiate with affected landowners. In many cases discussions with landowners regarding the project began well before the TWAO application was made and this will continue to be given priority by Network Rail. This issue is addressed further in Section 9 below.
- 5.10 A Code of Construction Practice (originally to be submitted pursuant to proposed planning condition 10 of **NR12**, see Appendix 4: Schedule of the revised draft conditions, Schedule 1, in the proof of Mr Pearson (**NRE.9.2**) for the latest numbering) will be put in place and this will minimise the impact of the works on owners, lessees and occupiers of land affected, for example by minimising construction traffic on Francis Crick Avenue and Robinson's Way.
- 5.11 The powers over land and proprietary rights sought in the proposed TWAO have been limited so far as possible to ensure that they are only those necessary for the requirements of the CSIE Project.
- 5.12 If the exercise of powers conferred by the CSIE Project results in loss or additional cost to landowners and occupiers they may be able to submit a compensation claim for such costs and losses which will be considered under the compensation provisions of the TWAO as set out in Section 6 of this Proof.
- 5.13 The permanent land proposed to be taken for the CSIE Project is largely greenfield land and does not involve the loss of any residential property. Furthermore, whilst some land will need to be taken from the hardstanding areas and car parks associated with the Cambridge Biomedical Campus, no buildings will need to be demolished and it is not envisaged that any businesses will need to be relocated or extinguished as a result of the CSIE Project. The affected Open Space land has been kept to a minimum and will be fully mitigated by the provision of Replacement Land in accordance with the statutory requirement. If the powers and proprietary rights are not sought, then the

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greater connectivity and access to hospitals, the Cambridge Biomedical Campus and local community infrastructure that will be delivered by the CSIE Project would be lost.

- 5.14 The compelling and justified case in the public interest for these powers and proprietary rights sought to be granted as part of the proposed Order are set out within the Proofs of Evidence by Mr Wingfield (**NRE11.2**) and Mr Pearson (**NRE9.2**).

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6 SPECIAL CATEGORY LAND AND STATUTORY UNDERTAKERS

6.1 This section considers the special categories of land that will be affected by the CSIE Project, as well as those statutory undertakers with affected interests. They are, respectively, covered by Matters 12, 8 and 6 identified by the Secretary of State:

- a) open space (Existing Open Space) (**Matter 12**); and
- b) a scheduled monument (**Matter 8**); and
- c) statutory undertakers, statutory utilities and other utility providers (**Matter 6**).

Open Space

6.2 The proposed TWAO provides for Network Rail to acquire permanently land, and new rights in land, and temporary rights over land for the purposes of the CSIE Project within Hobson's Park which is Existing Open Space. In order to acquire the land for the CSIE Project, Network Rail must provide Replacement Land in exchange for the Existing Open Space land.

6.3 Network Rail has identified suitable Replacement Land (Plot 92) that it needs to acquire under the proposed TWAO in order to provide land in exchange for the Existing Open Space. It has sought a certificate from the Secretary of State pursuant to section 19 of the Acquisition of Land Act 1981 on the basis of the adequacy of this Replacement Land (**NR 21**).

6.4 The loss of Existing Open Space to the CSIE Project, the identification of areas of Replacement Land and justification for the use of Plot 92, and the methodologies used in the assessment, are detailed in the Proof of Mr Jones (**NRE8.2**).

6.5 An objection to the proposed Replacement Land has been raised by the landowner (St John's College, Cambridge) (albeit they have not objected to the Section 19 Certificate application) and details of the objection and Network Rail's engagement with and response to the landowner is provided in Section 10 below. The single objection

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received to the Section 19 Certificate application is addressed in the Proof of Mr Jones **(NRE8.2)**

Scheduled Monument

- 6.6 A Scheduled Monument containing evidence of Roman and Prehistoric activity is located within the site boundary of the CSIE Project to the west of White Hill Farm.
- 6.7 The potential effects of the CSIE Project on the Scheduled Monument during construction and operation are outlined in the Environmental Statement **(NR16)** for the TWAO (Cultural Heritage Assessment). The Cultural Heritage Assessment proposes a programme of archaeological mitigation will be put in place to protect the Scheduled Monument during the construction of the CSIE Project.
- 6.8 The Cultural Heritage Assessment states that the permanent impacts for archaeological assets (such as the Scheduled Monument) would continue from the construction phase but would not give rise to additional effects. Therefore the Cultural Heritage Assessment finds that no additional mitigation measures are considered necessary during the operational phase of the CSIE Project.
- 6.9 Further information in relation to the Scheduled Monument is given in the Proof of Ms Wylie **(NRE7.2)**.

Statutory Undertakers

- 6.10 A list of statutory undertakers and other like bodies having or possibly having a right to keep equipment or having the benefit of easements on, in or over the land within the TWAO is provided in the General Entries section of the Book of Reference **(NR8)**.
- 6.11 Network Rail has undertaken extensive searches with the statutory undertakers and buried services present within the project boundary have been identified. Planning for a limited number of diversions required for the CSIE Project is underway and the principle of continuity of service provision will be recognised wherever possible.
- 6.12 Article 42 and Schedule 12 of the draft TWAO **(NR2)** secure out protective provisions for various undertakers. Part 1 contains general protective provisions for electricity, gas, water and sewerage undertakers. Part 2 contains provision for the protection of electronic communications code networks and Part 5 contains specific protective provisions in favour of Cadent Gas Ltd. The provisions prevent Network Rail from

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acquiring or interfering with an undertaker's apparatus arbitrarily, Network Rail must comply with the processes and notice provisions to liaise with the relevant undertaker before any works can be carried out which interfere with relevant apparatus. The reasonable expenses and costs of the undertaker incurred in relation to requests for inspection, alteration, removal or protection of apparatus as part of the works are to be met by Network Rail.

- 6.13 Cadent Gas Ltd (**OBJ 12**) has raised an objection until adequate protective provisions are agreed between the parties to protect its existing and future network within the project boundary. Since the submission of the objection, the parties have liaised and agreed the wording of suitable protective provisions. Subject to formal sign off, it is anticipated that this objection has been resolved and will shortly be withdrawn.
- 6.14 South Staffordshire Water plc (**OBJ 16**) has raised an objection relative to their identification within the Book of Reference and also to protect its existing and future network within the project boundary. Since the submission of the objection, the parties have liaised and agreed the wording of suitable protective provisions. Again, subject to formal sign off, it is anticipated that this objection has been resolved and will shortly be withdrawn.
- 6.15 Of the 17 statutory undertakers listed in the Book of Reference, 15 of those, including National Grid Gas plc and UK Power Networks Holdings Ltd, have not raised any objection to the CSIE Project. Indeed, in REP06, National Grid have expressly confirmed that they do not object to the proposed TWA0 based on the absence of apparatus in the vicinity.
- 6.16 Based on the above, it is not anticipated that the TWA0 would have any material or unacceptable impact upon statutory undertakers, statutory utilities and other utility providers, and their ability to carry out their undertakings effectively, safely and in compliance with any statutory or contractual obligations.

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7 PROVISIONS FOR OWNERS OF AN INTEREST TO CLAIM COMPENSATION

7.1 Where Network Rail impact upon private land and rights as a result of the exercise of powers contained within the proposed TWAO, it provides for compensation to be paid to the landowners. Within Schedule 10 – Modification of Compensation and Compulsory Purchase Enactments for Creation of New Rights, the proposed TWAO incorporates elements of the principal legislation governing compulsory purchase and provides for appropriate variations to that legislation as it applies to the proposed TWAO; in particular the Compulsory Purchase Act 1965 (**B8**), the Land Compensation Acts 1961 and 1973 (**B16** and **B17**) and the Acquisition of Land Act 1981 (**B12**) and the Neighbourhood Planning Act 2017 (**B18**). Along with case law and other legislation these help form the Compensation Code which provides for proper compensation to be paid to those having land taken from them to facilitate schemes in England that are in the public interest.

7.2 In summary, the key compensation provisions are as follows:-

7.3 Land Taken:

7.3.1 Permanent Land: Where land is taken permanently for the CSIE Project, compensation will be assessed under Section 5 of the Land Compensation Act 1961 which has effect subject to the modifications set out in Schedule 10(2) in the proposed TWAO.

7.3.2 Temporary Land: Under Article 25(5) of the proposed TWAO, Network Rail must pay compensation to the owners and occupiers of land of which temporary possession is taken for any loss or damage arising from the exercise of powers in relation to the land.

7.3.3 Disturbance: A claimant with land taken for the CSIE Project may be entitled to the payment of compensation for disturbance losses sustained. The right to compensation for disturbance is founded upon case law, as opposed to statute. Underlying a claim for disturbance is the English common law principle of equivalence, or fair compensation. Scott LJ in *Horn v Sunderland Corporation* 2 K.B. 26 [1941] (**B19**) said “The principle of equivalence...is at the root of statutory compensation, which lays it down that the owner shall be paid neither less nor more than his loss.”

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- 7.3.4 Rule (6) of Section 5 of the Land Compensation Act 1961 does not provide a right to disturbance compensation, but states “The provisions of Rule (2) shall not affect the assessment of compensation for disturbance or any other matter not directly based on the value of land.”
- 7.3.5 The principles of compensation for disturbance were iterated in the case of Director of Building and Lands v Shun Fung Ironworks [1995] 2 AC 111 (**B20**), where the Privy Council (per Lord Nicholls) held that:
- there must be a causal connection between the acquisition and the loss in question;
 - the loss must not be too remote; and
 - the loss must not have been incurred unreasonably.
- 7.3.6 It is a principle of compulsory purchase compensation that claimants must mitigate their loss. The main principles regarding mitigation are set out in the case of Lindon Print Ltd v West Midlands CC [1987] 2 EGLR 200 (LT) (**B21**) which states
- 1) A claimant must take all reasonable steps to mitigate his loss and cannot recover compensation for any loss he has suffered due to unreasonable action or inaction;
 - 2) The onus is on the acquiring authority to prove that the claimant has failed reasonably to mitigate his loss;
 - 3) A claimant is only required to act reasonably and the standard of reasonableness is not high; and
 - 4) A claimant will not be prejudiced by his financial inability to take steps in mitigation.
- 7.3.7 Professional Fees: Under section 23 of the Compulsory Purchase Act 1965, the costs of conveyancing land that is required for the CSIE Project, including deducing title, will be paid by Network Rail. Rule (6) of section 5 of the Land Compensation Act 1961 and the case of London County Council v Tobin [1959] 1 All ER 649 (**B22**) provides that professional fees necessarily and reasonably incurred may be claimed and fees payable to a surveyor, valuer

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or agent in preparing a claim is supported by Lee v Minister of Transport [1966] 1 QB 111 (**B23**).

- 7.3.8 Therefore, where a qualifying claimant obtains help to prepare and sustain a claim for compensation as a result of the CSIE Project, surveyors fees reasonably and necessarily incurred will be reimbursed by Network Rail.
- 7.4 Severance/Injurious Affection: Section 7 of the Compulsory Purchase Act 1965 has effect in so far as claims for reduction in claimants' retained land due to severance and injurious affection as a result of the CSIE Project are concerned, subject to the modifications set out in Schedule 10 (3) and (5) in the proposed TWAO.
- 7.5 Basic Loss/Occupier's Loss: Interested parties with land other than a dwelling that is compulsorily acquired for the CSIE Project may be entitled to statutory Basic Loss and/or Occupier's Loss Payments in accordance with the terms of Sections 33A to 33K of the Land Compensation Act 1973 (**B17**).
- 7.6 No Land Taken: A person whose interest in land has depreciated in value although no part of it is acquired for the CSIE Project may enjoy a right to compensation under Section 10 of the Compulsory Purchase Act 1965 or Part 1 of the Land Compensation Act 1973 (**B17**).
- 7.7 As set out in section 4 of my proof above, the powers sought in the proposed TWAO will enable Network Rail to take temporary possession of land or acquire new rights in land for access for construction of the works, and to take permanent rights of access for third parties.
- 7.8 Although the powers sought would enable Network Rail to take possession of the land and rights it requires for the CSIE Project without the landowner's consent if necessary (as set out in section 4 of my proof), Network Rail is willing to reach agreement in advance of using compulsory purchase powers in accordance with the Government's guidance.
- 7.9 In Article 20, the proposed TWAO invokes Part 1 of the Compulsory Purchase Act 1965 which, through its application, has the effect of requiring Network Rail to pay compensation to qualifying parties under the Compensation Code for acquisition of new rights in land for access for construction of the works, or for rights of access for

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third parties. Compensation for temporary possession of land is addressed in Article 25(5) or Article 26(6).

- 7.10 Under Article 21, the Acquisition of Land Act 1981 (**B12**) applies as if the proposed TWAO were a compulsory purchase order. The 1981 Act therefore has effect with certain modifications as set out in Article 21.
- 7.11 Article 22 provides Network Rail powers to compulsorily acquire new rights over land which it is authorised to acquire for the CSIE Project under Article 19. Under Schedule 10 (4) and (5), Part 1 of the Compulsory Purchase Act 1965 (**B8**) applies to the compulsory acquisition of any such rights under Article 22.
- 7.12 All property interest owners who have rights imposed upon them on land or who have land rights taken from them therefore will be entitled to claim compensation in accordance with the Compensation Code, which provides a consistent approach to the assessment of fair compensation (as may legally be varied from time to time).
- 7.13 In the event that agreement cannot be reached the proposed TWAO also makes provision for determination of the quantum of compensation to be paid, in that the parties are able to refer the dispute to the Upper Tribunal (Lands Chamber) for determination.
- 7.14 Hence although the proposed TWAO provides Network Rail with powers to interfere with private land interests, such interference is subject to the payment of compensation and the interference is kept to only that which is required to secure the purposes of the proposed TWAO.

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8 INTERFERENCE WITH HUMAN RIGHTS

8.1 In Matter 9(b) identified by the Secretary of State, it is asked whether the proposed TWAO is proportionate in light of the human rights of the persons that it might affect. This section addresses that question.

8.2 Article 1 of the First Protocol to the European Convention on Human Rights states that: ("ECHR"; "A1P1")

"Every natural or legal person is entitled to peaceful enjoyment of his possessions. No one shall be deprived of his possessions except in the public interest and subject to the conditions provided for by the law and by the general principles of international law.

The preceding provisions shall not, however, in any way impair the right of a State to enforce such laws as it deems necessary to control the use of property in accordance with the general interest or to secure the payment of taxes or other contributions or penalties".

8.3 Article 6 ECHR protects a person's right to a fair and public hearing where a public authority is making a decision that determines a person's civil rights or obligation.

8.4 A1P1 is a qualified right in that no one shall be deprived of his possessions "*except in the public interest and subject to the conditions provided for by law*".

8.5 The compulsory acquisition of land for the railway purposes specified in the proposed TWAO is authorised by, and subject to, the Transport and Works Act 1992 ("the **1992 Act**") (**B1**). By enacting the 1992 Act the Government has determined that, subject to procedural safeguards, it can be in the public interest that individuals be deprived of their land for railway purposes.

8.6 The procedural safeguards are provided by the 1992 Act and the Transport and Works (Inquiries Procedure) Rules 2004 which enable objections to be raised to compulsory acquisition and considered by an independent inspector (**B2**). In addition, where land is authorised to be compulsorily purchased by the making of an order under the 1992 Act, compensation will be payable under the compensation code as applied by that order (see Articles 20 and 21 of the proposed TWAO). Where disputes as to the

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amount of compensation arise, these may be referred for independent consideration by the Upper Tribunal (Lands Chamber).

- 8.7 The TWAO is being pursued in the public interest, as is required by A1P1. where compulsory acquisition of property is concerned. The public benefits associated with the proposed TWAO are set out in the Proof of Evidence of Mr Wingfield (**NRE11.2**) and Mr Pearson (**NRE9.2**), amongst others. For these reasons, the railway purposes for which the powers in the proposed TWAO are being sought are sufficient to justify interfering with the human rights of the landowners proposed to be affected. The proposed TWAO, including the requirement to pay compensation, strikes a fair and proportionate balance between the private interests of the landowners and the public interest in securing the benefits of the Scheme to the national railway network.
- 8.8 I am also advised that the European Court of Human Rights has recognised that it is legitimate for the State to control property in the public interest in the sphere of urban planning (*Gorraiz Lizarraga and Others v. Spain* (Application no. 62543/00) (27 April 2004), §70 and §75). In such circumstances, the court has recognised, the community's general interest is pre-eminent, and States are afforded a broad margin of discretion to pursue planning projects that are in the public interest. I consider this to be relevant to compulsory purchase and TWAO orders, which will not breach A1P1 where the expropriation is carried out (as here) for the benefit of the broader public.
- 8.9 Furthermore, as set out in the CSIE Statement of Case (**E1**), the compulsory acquisition of land, and rights in land, is necessary to facilitate the delivery of the CSIE Project.
- 8.10 It is considered that any interference with human rights is lawful, proportionate to the public benefit that will be derived from the CSIE Project and in the wider public interest in order to secure the benefits resulting from the delivery of the CSIE Project. Any interference with Convention rights is therefore considered to be justified.

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9.1 Network Rail and their contractors and consultants have made contact with all landowners, occupiers and other property interest holders affected by the CSIE Project. Offers of engagement have been made to all parties to discuss the CSIE Project and engagement remains ongoing at the time of submission of this Proof. I will provide a further update to the Inquiry in due course.

9.2 Engagement with landowners has taken place as follows.

9.3 Engagement specifically relating to land and land interests

9.3.1 A summary of discussions held with landowners affected by the CSIE Project is set out at **Appendix 1**.

9.3.2 As described in the Proof of Mr Wingfield (**NRE11.2**) and Section 9.4 below, engagement with affected landowners commenced prior to the first round of public consultation. Further engagement has taken place to coincide with the evolution of the project. Earlier engagement took the form of information sharing to reflect the emerging design. On 28th September 2021 Network Rail's representatives, Bruton Knowles, wrote to each landowner with land affected by the CSIE Project to invite them to discuss the voluntary acquisition of their land. Following the issue of the letter, discussions regarding the land to be acquired and rights over land which are required for the CSIE Project have been sought or have taken place with the aim of securing these by private treaty.

9.3.3 The current position in regard to engagement with individual landowners who are also objectors to the Project is as follows;

9.3.3.1 **The Master Fellows and Scholars of the College of Saint John the Evangelist in the University of Cambridge (OBJ 1):** Network Rail have met with the agent of the University of Cambridge ("**UoC**") in order to discuss its proposals. Disagreements regarding costs initially hampered progress with further discussions (addressed further in section 10 below), however, further engagement has now taken place. Draft plans for the proposed new accommodation bridge were sent to the landowner's representative on 1st November 2021 and initial design proposals for the proposed Public Open

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Space land were sent to him on 8th November 2021. There has been some delay co-ordinating diaries to accommodate the agent's request to include the tenant farmer in a site meeting, however a provisional date to meet to discuss outstanding matters, including the acquisition of the land required for the CSIE Project, has been set for 17th January 2022. Draft Heads of Terms for the voluntary acquisition of the landowner's land and rights required for the CSIE Project are due to be issued imminently.

9.3.3.2 **AstraZeneca and Medimmune Limited (OBJ 3):** There has been extensive engagement with the landowner from an early stage in the project. Heads of Terms for a Land and Works Agreement ("**LWA**") have been under discussion between the parties since 30th September 2021. The purpose of the LWA has been to document the terms and conditions on which the landowner will withdraw all or some of its objections to the TWAO. Heads of Terms were finalised and passed to solicitors on 15th November 2021. Within the Heads of Terms there is provision for a draft permanent easement covering the emergency pedestrian egress to Francis Crick Avenue. Legal completion of the LWA is expected imminently. Draft Heads of Terms for the voluntary acquisition of the landowner's land and rights required for the CSIE Project are due to be issued imminently.

9.3.3.3 **Cambridge University Hospitals NHS Foundation Trust (OBJ 6):** Prior to the TWAO application bi-monthly meetings took place with the landowner as part of a wider interface with the CBC. Since the TWAO application further meetings have been held between the parties to try to resolve points of objection. The current position is that Heads of Terms have been issued to Cambridge University Hospitals ("**CUH**") which offer mitigation commitments to allay the concerns raised. The terms have been reviewed by CUH and are the subject of further discussion between the parties. Draft Heads of Terms for the voluntary acquisition of the landowner's rights required for the CSIE Project are due to be issued imminently.

9.3.3.4 **The Chancellor, Masters and Scholars of The University of Cambridge (OBJ 8):** Prior to the TWAO application bi-monthly meetings took place with UoC as part of a wider interface with the Biomedical Campus. Since the TWAO application contact has taken place to try to resolve points of objection. Heads of Terms have been issued which offer mitigation commitments to

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allay the concerns raised. The terms have been reviewed and both parties are now working towards entering into a LWA. Draft Heads of Terms for the voluntary acquisition of the landowner's land and rights required for the CSIE Project are due to be issued imminently.

- 9.3.3.5 **The Medical Research Council (OBJ 9):** Network Rail have been and continue to hold weekly meetings with MRC in order to resolve matters that are outstanding between the parties. Network Rail consider that appropriate terms can be secured by way of agreement to address some of the issues and are engaging with Medical Research Council ("**MRC**") with a view to reaching an agreement. Network Rail has offered commitments in Heads of Terms provided to MRC. Also draft Heads of Terms for the voluntary permanent acquisition of the landowner's land and rights along with a draft licence covering the temporary land requirements for the CSIE Project are due to be issued imminently.
- 9.3.3.6 **CBC Estate Management Company Ltd (OBJ 10):** Prior to the TWAO application bi-monthly meetings took place with the CBC Estate Management Company Ltd ("**CBCManCo**") as part of a wider interface with the Biomedical Campus. Since the TWAO application regular meetings have been held between the parties to try to resolve points of objection. Discussions between the parties have progressed to the point where Heads of Terms have been agreed that include commitments made by Network Rail and a legal agreement has been prepared and is now being circulated.
- 9.3.3.7 **Cambridge Medipark Limited (OBJ 11):** Prior to the TWAO application bi-monthly meetings took place with the landowner as part of a wider interface with the Biomedical Campus. Since the TWAO application regular meetings have been held between the parties to try to resolve points of objection. Discussions between the parties have progressed to the point where Heads of Terms have been agreed that include commitments made by Network Rail and a legal agreement has been prepared and is now being circulated. Also a further set of Terms covering the voluntary acquisition of the landowner's land and rights required for the CSIE Project are due to be issued imminently.

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- 9.3.3.8 **The Pemberton Trustees & Associated Farming Partnerships & Other Businesses (OBJ 15):** Network Rail met and engaged with the landowner prior to the TWAO application. Since the TWAO application a meeting has been held in order to resolve matters that remain outstanding between the parties and since revised land plans have been issued a further meeting has been requested on several occasions. This has now been arranged for 12th January 2022. In the interim, draft Heads of Terms for the voluntary acquisition of the landowner's land and rights required for the CSIE Project are due to be issued imminently.
- 9.3.3.9 **Countryside Cambridge One Ltd & Countryside Cambridge Two Ltd (OBJ 17):** Prior to the TWAO application bi-monthly meetings took place with the interested party as part of a wider interface with the Biomedical Campus. Since the TWAO application regular meetings and engagement has taken place to ensure the CSIE Project and its impact is fully understood. Heads of Terms have been prepared by Network Rail to address the issues raised that include commitments and Countryside have now confirmed that these are agreed. Instructions have been now been issued to solicitors for a legal agreement to be prepared.
- 9.3.3.10 **Cambridgeshire County Council (OBJ 18):** Regular meetings have been held with the landowner throughout the TWAO process and a Statement of Common Ground and Protocol Agreement has recently been negotiated to the extent that it is at the point of exchange.
- 9.3.3.11 **St Mary's School, Cambridge (OBJ 19):** A number of meetings were held with St Mary's (who will be required to share access requirements with Network Rail over an area of adopted highway) prior to the TWAO application. Since the TWAO application, correspondence has taken place between the parties. A meeting has also been held to discuss the outstanding issues, which are understood to be concerning the access road and its proposed temporary stopping up during the works. Network Rail have offered a commitment to make good the access road upon completion of the works and have requested details from St Mary's representatives in order to ascertain the times and dates that would be most suitable for the temporary stopping up of the access road. Network Rail anticipates that these issues are capable of being resolved to the satisfaction of both parties.

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9.3.3.12 **Cambridge City Council (OBJ 23):** The City Council (“CCiC”) do not currently hold a registered interest in the land affected by the CSIE Project. It was, however, understood that a long leasehold interest was being granted to them by the freeholder early in 2021. At the time that the land referencing exercise was undertaken, this interest had not been granted and neither has the interest since been recorded at Her Majesty’s Land Registry. In anticipation of the lease being granted, regular engagement - including meetings - took place with CCiC prior to the TWAO application to establish whether Network Rail could secure an early acquisition of the land required. CCiC was unable to progress this or advise Network Rail about the governance steps that they would need to follow at the time. Since the TWAO application, correspondence has taken place between the parties and a meeting has been proposed in order to establish the current status of the CCiC’s interest and to seek to progress Network Rail’s land requirements again. A response to the request for a meeting is awaited. Aside from the land related issues, the CCiC has objected to a number of planning related matters in their capacity as Local Planning Authority. Responses relative to these points are covered within the Proof of Evidence of Mr Pearson (NRE9.2).

9.3.3.13 **Long Road Sixth Form College:** Network Rail met and engaged with the landowner prior to the TWAO application. Since the TWAO application, a further meeting has taken place to discuss the CSIE Project further. These discussions will continue in order for Network Rail to seek to acquire – by agreement – the temporary acquisition of land required to support the CSIE Project through the construction period.

9.3.3.14 **Sustrans:** Network Rail met and engaged with Sustrans prior to the TWAO application and there has been email correspondence between the parties discussing the impacts of the CSIE Project since submission. Contact with Sustrans will continue.

9.4 **Engagement with landowners as part of general consultations held in relation to the CSIE Project.**

9.4.1 Early engagement with key stakeholders on the CSIE Project was carried out in 2016 and 2017 and subsequently Network Rail undertook landowner

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identification exercises in advance of each round of consultation to ensure that interested parties were included in its ongoing engagement strategy.

- 9.4.2 The Round One Consultation ran for a six week period from 20th January to 2nd March 2020 to seek feedback mainly on three options for the location of the station and potential access from both sides of the railway for each option.
- 9.4.3 Following Round One Consultation, engagement was carried out with identified stakeholders. Discussions were held with many of the landowners and interested parties impacted by the CSIE Project, including representatives of the UoC, AstraZeneca, CUH, MRC Greater Cambridge Partnership, Cambridge Medipark Ltd, Cambridge Biomedical Campus Estate Management Ltd, Cambridge Past, Present and Future, Smarter Cambridge Transport, Trumpington Resident's Association, Countryside Properties, Hobson's Conduit Trust, Rambler's Association and Sustrans.
- 9.4.4 The Round Two Consultation was held between 19th October and 29th November to obtain views on the massing and footprint for the station, to demonstrate an operational layout and space for 1000 cycles, access arrangements on both sides of the railway, the need and scope for enhancement works at Shepreth Branch Junction, how the station could look and emerging construction design and technology.
- 9.4.5 Because of the Coronavirus pandemic, traditional consultation events were replaced by webchats and a freephone telephone line so that direct engagement could still take place. The consultation brochure was mailed to households and businesses within the consultation area and a stand displayed in both local and London railway stations.
- 9.4.6 Further engagement with the CSIE Project's stakeholders continued prior to and following the Round Two Consultation and engagement is currently ongoing.
- 9.5 Network Rail will continue, following the submission of this document to the Inquiry, where possible, to engage with objectors to ascertain if their concerns can be overcome with their objection being removed. I will in any event provide the Inquiry with an update on further progress made.

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10.1 In this section, I summarise and respond to objections lodged by those with an interest in the CSIE Project, so far as those objections relate to matters within my expertise.

10.2 A number of objections to the CSIE Project have been received, from stakeholders who do not have a legal interest in land affected by the CSIE Project and therefore I do not consider their objections, which do not raise matters relevant to my evidence.

10.3 **Objection No 1 – The Master Fellows and Scholars of the College of Saint John the Evangelist in the University of Cambridge**

10.3.1 A summary of the areas of objection submitted by the objector which relate to my area of expertise is set out below:-

- a) Concern re the closure of Webster's & Duke's No.2 level crossings and new access arrangements.
- b) Concern re the landowner's exposure to costs. This matter is addressed below.

10.3.2 **Concern re the closure of Webster's and Dukes No.2 level crossing and new access arrangements:** The objector expressed concern about the absence of design information showing the specification and width of the proposed accommodation bridge, and about their ability to control the access, including to ensure health and safety risks are eliminated. Network Rail have responded to the objection raised and discussions with the objector are continuing. Network Rail has provided the objector with further details and an initial design in respect of the proposed accommodation bridge providing replacement access to its retained agricultural land. Network Rail has committed to working with the objector in respect of further design of the bridge to ensure that it accommodates the objector's needs. Further details of the accommodation bridge are provided in the proof of my colleague Andy Barnes (**NRE1.2**).

10.3.3 **Landowner exposure to costs:** Network Rail have responded to the objections raised and discussions with the objector are continuing. Network Rail have provided undertakings for reasonable and proper surveyor and

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legal fees up to an initial capped amount, with the ability to quantify and approve further sums beyond that point.

10.4 Objection 3 – AstraZeneca and Medimmune Limited

10.4.1 The objections submitted by the objector relate to the design/carrying out of the Works as they interface with land to be developed by the companies known as “South Plot”. A summary the aspect of the objection which relates to my area of expertise is set out below;

- a) Concern that the land take required for the CSIE Project will impact the delivery of the new South Office Building on the plot.
- b) Requirement to properly understand and agree terms and conditions for the proposed easement for an emergency pedestrian egress from the railway station to Francis Crick Avenue as being proportionate and necessary for the rights identified.
- c) Concern that the proposed TWAO does not adequately provide for the process of handover and handback of temporary land taken for the CSIE Project in the context of the objector’s emerging programme development.

10.4.2 **Concern that the land take required for the CSIE Project will impact the delivery of the new South Office Building on the plot:** Network Rail have responded to the objection raised and discussions with the objector are ongoing. As part of the negotiations between Network Rail and the objector, appropriate arrangements have been agreed which would allow both parties to access a 5m strip of land that the objector requires to facilitate construction of its South Office Building and put in place the required licence arrangements to allow the parties to access the land for their respective construction purposes.

10.4.3 **Proposed easement for an emergency pedestrian egress to Francis Crick Avenue:** Network Rail have responded to the objection raised and discussions with the objector are ongoing. In discussion with the objector, Network Rail has been able to modify the proposed easement and within the overall Heads of Terms for a LWA that has been agreed between the parties, there is provision for a draft permanent easement covering the

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emergency pedestrian egress, the terms of which are now substantively agreed.

10.4.4 Concern about the handover and hand back process for temporary land:

Network Rail have responded to the objection raised in the objector's Statement of Case and discussions with the objector are ongoing. The Heads of Terms for the LWA that has been agreed between the parties provides for a formal process of handback of temporary land to be developed to include photographic and written schedules and more detailed surveys or tests for underground apparatus to be undertaken prior to and upon completion of the works.

10.4.5 Network Rail consider that appropriate terms can be secured by way of legal agreement to address the objection raised and are engaging with Astra Zeneca with a view to reaching agreement.

10.5 Objection 4 –Saba Infra Cambridgeshire Ltd

10.5.1 The CSIE Project does not require any permanent or temporary land from the objector and no rights are being sought over land in its ownership. However, I have dealt with it here as the objector alleges that Network Rail has failed to seek to acquire land by agreement.

10.5.2 A summary of the areas of objection submitted by the objector is set out below:-

- a) Lack of consultation in relation to scheme mitigation.
- b) Long term impact on the MSCP. This matter is in part dealt with in the proof of Mr Hilling. In so far as the impact on investment value is concerned, this matter is addressed below.
- c) Failure to acquire land by agreement.
- d) Agreement required for providing the necessary protection, compensation and accommodation works for Saba.

10.5.3 **Lack of Consultation in relation to scheme mitigation:** As explained in 10.5.1 above, the objector does not own any land proposed to be taken for the CSIE Project, its interest being limited to a holder of access rights to the two private roads, Francis Crick Avenue and Robinson Way, over which

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Network Rail also seeks rights of access/egress to and from the new station in common with others. After two rounds of well publicised public consultation, Network Rail were not aware of any response being received from the objector suggesting that the Project would give rise to any issues specific to that objector and so were unaware that any mitigation might be required. However, since the objection was received, it has engaged with the objector and it is attempting to reach an agreement that will address the issues raised.

- 10.5.4 **Long term impact on the MSCP:** As explained in Mr Hilling's proof (**NRE2.2**), Network Rail do not consider that there will be any long-term impact to the MSCP. However, to the extent that there is any impact on the objector's 'investment value' (contrary to Mr Hilling's position), this would ultimately be a compensation related matter and not an issue for consideration at the forthcoming public inquiry. The proposed TWAO provides for the objector to be compensated, as detailed in Section 7.6 of this proof.
- 10.5.5 **Failure to acquire land by agreement:** Network Rail has explained that it is not seeking to acquire any land or rights from the objector.
- 10.5.6 **Agreement for providing protection, compensation and accommodation works for Saba:** Network Rail have responded to the objection raised and discussions with the objector are continuing. Network Rail consider that appropriate terms can be secured by way of a commitment to address some of the issues and have engaged with Saba with a view to reaching an agreement. Instructions have subsequently been issued to solicitors and agreement has been reached regarding the form of agreement to be entered into by the parties. The proposed agreement secures commitment to engage with relevant parts of the Code of Construction Practice (**NR12**) where relevant to possible effects on access/egress to the MSCP and generally provides an obligation not to impede or obstruct access to the car park during the construction works.
- 10.5.7 Network Rail have responded to the objections raised summarising the proposed effects of the CSIE Project in so far as it relates to the MSCP, which

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it considers to be negligible. Discussions with the objector are ongoing. Network Rail consider that appropriate terms can be secured by way of agreement to address some of the issues and are engaging with Saba Infra Cambridgeshire Limited with a view to reaching agreement.

10.6 OBJ 6 - Cambridge University Hospitals NHS Foundation Trust

10.6.1 A summary of the areas of objection submitted by the objector and relevant to my area of expertise is set out below;

- a) Land Acquisition. This objection refers to the use of Long Road and Robinson Way and provisions for protection of infrastructure sited within those roads. These matters are partly dealt with in the proofs of Mr Hilling (**NRE2.2**) and Mr Barnes (**NRE1.2**) and in so far as the acquisition of rights and compensation is concerned, these matters are addressed below. The objection also refers to compensation in relation to impacts on main construction and operational routes within the campus, which is not an issue for consideration at the forthcoming public inquiry.
- b) The use of MRC property. This matter is partly dealt with in the proof of Mr Barnes (**NRE1.2**) and partly addressed below.

10.6.2 **Land Acquisition, including the use of Long Road and Robinson Way during construction and also operational use:** Network Rail have responded to the objections raised and discussions with the objector are ongoing. From a property perspective, agreement is yet to be reached on Network Rail's requirement to secure rights of access for itself, its contractors, its lessee and future users of the completed station. However, this is and will continue to be the subject of ongoing discussion. Regarding compensation in relation to impacts on main construction and operational routes within the campus, this is not an issue for consideration at the forthcoming public inquiry, however, Network Rail are including these issues in its discussions with the owners of these roads. Draft Heads of Terms for the voluntary acquisition of the objector's rights in land required for the CSIE Project are due to be issued imminently.

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10.6.3 **The use of MRC property:** Network Rail are in discussions with MRC regarding the proposed permanent vehicular right of access over its land and the potential impacts of this and other impacts of the CSIE Project during construction and operation. As described in 10.8.3 below, it is Network Rail's understanding that it has set out an approach for ongoing rights of access that is acceptable to MRC.

10.7 Objection 8 – The Chancellor, Masters and Scholars of The University of Cambridge

10.7.1 A summary of the areas of objection submitted by the objector is set out below;

- a) Compulsory acquisition of land and rights in land. This matter is addressed below.
- b) Errors and omissions in the Book of Reference. This matter is addressed below.

10.7.2 **Compulsory Acquisition of Land and Rights in Land:** Network Rail have provided the UoC with a table detailing those areas of its estate over which compulsory powers of acquisition are sought, the extent of Acquisition powers and a brief description of the proposed use. An explanation has been provided as to why additional land parcels were included within the Rule 15 notice dated 18th June and further enquiries have been made of the objector in order to determine the extent of its interests in land over which compulsory powers of acquisition are being sought. Network Rail has confirmed that it used the latest versions of Ordnance Survey base mapping for its land plans, which is satisfactory for its required purpose. More detailed plans of the objector's land holdings have been provided in order that the objector can better determine the impacts of the CSIE project on its operational estate. Based on the information that has now been provided and the absence of further comment on these issues, Network Rail believe that the objector is now clear as to what plots are proposed to be subject to permanent acquisition powers and that it understands the full extent of land or rights proposed to be used or taken.

10.7.3 **Errors and omissions in the Book of Reference:** Network Rail's land referencing contractor has re-checked the errors identified in the Book of

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Reference by the objector and a further request for information was made to the objector to confirm its interests in land required for the CSIE Project. Any relevant changes to the entries in the Book of Reference were made and the table referred to in 10.7.3 above was issued detailing the areas of the objector's estate over which compulsory powers of acquisition are sought. Network Rail therefore believe that this matter is now resolved, that there are now no omissions and that the objector has sufficient information to determine the impacts on the features of its estate. Following engagement with the objector, reductions in the areas of land required for the CSIE Project have been proposed in order to reduce the impact on the objector's land and further adjustments to the deposited land plans have therefore been made.

- 10.7.4 Network Rail have responded to the objections raised and discussions with the objector are ongoing. Network Rail consider that appropriate terms can be secured by way of legal agreement to address some of the issues and are engaging with Cambridge University with a view to reaching agreement.

10.8 **Objection 9 – The Medical Research Council (MRC)**

- 10.8.1 A summary of the areas of objection submitted by the objector relevant to my expertise is set out below;

- a) Impact of the Haul Road and on-going Rights of Access for Maintenance. These matters are in part dealt with in the proofs of Mr Barnes (**NRE1.2**) and Mr Hilling (**NRE2.2**) and in regard to on-going Rights of Access for Maintenance is addressed below.
- b) Lack of negotiations. This matter is addressed below.
- c) Land Acquisition in respect of Plot 20. This matter is addressed below.
- d) Lack of a compelling case for acquisition. This matter is addressed below.

- 10.8.2 **Ongoing Rights of Access for Maintenance:** Network Rail have committed to providing sufficient notice (unless access is required for emergency works) in respect of works to be undertaken, vehicles likely to be used and timing. It is understood that this approach is acceptable to the objector.

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- 10.8.3 **Lack of Negotiations:** As outlined in 9.3.3.5 above, Network Rail has engaged with the objector relative to the CSIE Project and its concerns regarding noise and vibration historically. Subsequent to this and the submission of the proposed TWAO, a site meeting took place. Since September 2021, weekly meetings have taken place with the objector to work towards resolving or implementing mitigating measures to address the issues and concerns raised. Engagement remains ongoing and Network Rail considers that appropriate terms can be reached with the MRC. Draft Heads of Terms for the voluntary permanent acquisition of the objector's land and rights along with a draft licence covering the temporary land requirements for the CSIE Project are due to be issued imminently.
- 10.8.4 **Land Acquisition in respect of Plot 20:** In its Statement of Case, the objector had a concern that Plot 20 was being treated differently in the draft TWAO to the other plots in its leasehold ownership. Network Rail have reviewed its land acquisition proposals and these are reflected in the revised Deposited Land Plans (**NR22 and 23**). Plots 20,21,22,29,30,37,38 and 44 are noted on the plans as land where access easements only are to be acquired. Plot 20 is therefore not to be treated any differently to the other plots in the objector's leasehold ownership.
- 10.8.5 **Lack of a compelling case:** The positive justification of the CSIE Project is set out in other Proofs, such as the Proofs of Lewis Wingfield (**NRE11.2**) and John Pearson (**NRE9.2**).

10.9 **Objection 10 – CBC Estate Management Company Ltd**

- 10.9.1 A summary of the areas of objection submitted by the objector and relevant to my area of expertise is set out below;
- a) It has not been demonstrated that acquisition of land and rights in land, as well as the taking of powers to use land in so far as it affects Cambridge Medipark Ltd and CBC Estate Management Company Ltd ("the **CBCManCo**"), is necessary to implement and maintain the Scheme.
 - b) The Promoter has failed to take reasonable steps to engage with CML to acquire its land and the rights by agreement.

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- c) Concern as to the impact of the CSIE Project on the ability to bring forward the remainder of Phase 2 of the development. This matter is in part dealt with in the proof of Mr Barnes and in part addressed below.
- d) The Promoter has failed to demonstrate a compelling case for the acquisition of the rights and land for the CSIE Project.

10.9.2 **Extent of acquisition:** As part of a series of engagement meetings with CBCManCo, Network Rail has provided explanation in respect of the acquisition of land and rights in land and powers to use land, including provision of a table setting out areas of the CBC estate over which compulsory powers of acquisition are being sought and detailing the extent of acquisition powers and a brief description of the proposed use. Network Rail understand that this explanation is acceptable to CBCManCo. The positive justification of the CSIE Project is set out in other Proofs, such as the Proofs of Lewis Wingfield (**NRE11.2**) and John Pearson (**NRE9.2**).

10.9.3 **Lack of engagement to acquire land and rights by agreement:** Network Rail have responded to the objection raised and discussions with the objector are ongoing. As outlined in 9.3.3.6 above, prior to its TWAO application, Network Rail held bi-monthly meetings with the objector as part of a wider interface with the Biomedical Campus. Since the Order application Network Rail have, as detailed above, implemented a series of engagement meetings with CBCManCo, as set out in the Engagement Summary in the Appendix (**NRE10.3**). Attendees from the project team have included Network Rail's appointed Land Agents, Bruton Knowles which have enabled discussions to progress with CML to acquire its land and the rights by agreement. Whilst agreement has not been secured at the time of issuing this proof, Draft Heads of Terms (HoTs) for the voluntary permanent acquisition of CML's land were issued on 6th January 2022.

10.9.4 **Concern as to the impact of the CSIE Project on the ability to bring forward the remainder of Phase 2 of the Development:** Network Rail is and will continue to work collaboratively with CML and the objector to develop construction methodologies and management requirements to ensure that both parties' projects can be developed concurrently without either having

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the effect of precluding delivery of the other. These arrangements will be included in a legal agreement that is in the process of being discussed and developed with CML.

10.9.5 Network Rail have responded to the objections raised and confirmed the nature of interests affected and the purpose for the temporary or permanent acquisition. Network Rail will continue to engage to resolve and clarify the issues raised.

10.9.6 **Lack of compelling case.** The compelling case for the CSIE Project is dealt with above in section 5, above, which refers to the proofs of Mr Lewis (**NRE11.2**) and John Pearson (**NRE9.2**). The need for the objector's land is dealt with at 10.9.2 above. It is not accepted that there is no compelling case for the interference in CBCManCo's interests. It is noted that CBCManCo/CML are supportive of the CSIE Project in principle.

10.10 **Objection 11 –Cambridge Medipark Limited (CML)**

10.10.1 A summary of the areas of objection submitted by the objector and relevant to my expertise is set out below;

- a) It has not been demonstrated that acquisition of land and rights in land, as well as the taking of powers to use land in so far as it affects CML and CBCManCo, is necessary to implement and maintain the Scheme.
- b) The Promoter has failed to take reasonable steps to engage with CML to acquire its land and the rights by agreement.
- c) Concern as to the impact of the CSIE Project on the ability to bring forward the remainder of Phase 2 of the development. This matter is in part dealt with in the proof of Mr Barnes (**NRE1.2**) and in part addressed below.
- d) The Promoter has failed to demonstrate a compelling case for the acquisition of the rights and land for the CSIE Project

10.10.2 **Extent of acquisition:** As part of a series of engagement meetings with CML, Network Rail has provided explanation in respect of the acquisition of land and rights in land and powers to use land, including a table setting out areas

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of the CBC estate, over which compulsory powers of acquisition are being sought and details the extent of acquisition powers and a brief description of the proposed use. Network Rail understand that this explanation is acceptable to CML. The positive justification of the CSIE Project is set out in other Proofs, such as the Proofs of Lewis Wingfield (**NRE11.2**) and John Pearson (**NRE9.2**).

- 10.10.3 **Lack of engagement to acquire land and rights by agreement:** Network Rail have responded to the objection raised and discussions with the objector are ongoing. As outlined in 9.3.3.7 above, prior to its TWAO application, Network Rail held bi-monthly meetings with the objector as part of a wider interface with the Biomedical Campus. Since the Order application Network Rail have, as detailed above, implemented a series of engagement meetings with CML as set out in the Engagement Summary in the Appendix (**NRE10.3**). Attendees from the project team have included Network Rail's appointed Land Agents, Bruton Knowles which have enabled discussions to progress with CML to acquire its land and the rights by agreement. Whilst agreement has not been secured at the time of issuing this Proof, Draft Heads of Terms (HoTs) for the voluntary permanent acquisition of the objector's land are due to be issued imminently.
- 10.10.4 **Concern as to the impact of the CSIE Project on the ability to bring forward the remainder of the Phase 2 Development:** Network Rail is and will continue to work collaboratively with CML and the objector to develop construction methodologies and management requirements to ensure that both parties' projects can be developed concurrently without either having the effect of precluding delivery of the other. These arrangements will be included in a legal agreement that is in the process of being discussed and developed with CML. Heads of Terms have been agreed between the parties and a legal agreement has been drafted.
- 10.10.5 Network Rail have responded to the objections raised and confirmed the nature of interests affected and the purpose for the temporary or permanent acquisition. Network Rail will continue to engage with the objector to resolve and clarify the issues raised.

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10.10.6 **Lack of compelling case.** The compelling case for the CSIE Project is dealt with above in section 5, above, which refers to the proofs of Mr Lewis (**NRE11.2**) and John Pearson (**NRE9.2**). The need for the objector's land is dealt with at 10.10.3 above. It is not accepted that there is no compelling case for the interference in CML's interests. It is noted that CML is supportive of the CSIE Project in principle.

10.11 **Objection 15 - The Pemberton Trustees & Associated Farming Partnerships & Other Businesses (Pembertons)**

10.11.1 A summary of the areas of objection submitted by the objector and relevant to my expertise is set out below;

- a) Concern re the extent of the land taken.
- b) Concern re the nature of the rights taken.
- c) Impact on the Access to Farmland. This matter is addressed below. It is also addressed in the Proof of Mr Jones (**NRE8.2**).

10.11.2 **Extent of Land Taken:** Network Rail has responded to the objection raised and discussions with the objector are ongoing. Network Rail have advised the objector that the deposited plans reflect the land take required as based on the current design requirements. In response to concerns raised by the objector and their leaseholders, land take requirements on the objector's have been significantly reduced since the TWAO application, particularly in respect of the temporary land required in Hobson's Park. Network Rail consider that the temporary and permanent land proposed to be taken from the objector for the CSIE Project is both proportionate and appropriate for its purpose. As the design and construction methodologies develop further, it may be possible to further reduce the extent of property being acquired under the CSIE Project. Network Rail will discuss this further with the objector in this event. In the meantime, Network Rail remain keen to continue discussions with Pembertons regarding the land required by the CSIE Project.

10.11.3 **Nature of the Rights Taken:** The nature of the rights proposed to be taken for the CSIE Project were explained to the objector's representatives in a meeting held on 6th October 2021. Discussions covered the temporary land

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requirement in Hobsons Park, the permanent and temporary requirements in respect of the access off Long Road, the land and rights required for the proposed new accommodation bridge in order to access St John's College land, the temporary works compound on the east side of the railway and the proposed rights over Astra Zeneca and MRC land. Network Rail maintains its position that permanent acquisition of land, temporary occupation of land during construction as well as the acquisition of rights will be required to support the construction and on-going maintenance of the station and rail infrastructure. Network Rail's property team have previously discussed the nature of the use of land required with Pembertons and its appointed land agent Bruton Knowles has subsequently been in contact on a number of occasions with Pembertons' representatives to progress these discussions and subsequently a meeting date has now been set for 12th January 2022.

- 10.11.4 **Impact on Access to Farmland:** Network Rail have advised the objector that the CSET project will have an influence on how future access to its retained land South of Addenbrooke's Road will be provided and that Network Rail are working closely with the Guided Busway, Cambridgeshire County Council and CSET in respect of its future plans, developing a Statement of Common Ground with them to ensure collaborative delivery of both schemes. Network Rail is seeking to engage further with the objector with a view to reaching a satisfactory arrangement that ensures that permanent future access to the objector's retained land is not adversely impacted or restricted as a result of the CSIE Project.

10.12 Objection 17 - Countryside Cambridge One Ltd & Countryside Cambridge Two Ltd (CC1 & CC2)

- 10.12.1 A summary of the areas of objection submitted by the objector and relevant to my expertise is set out below:-
- a) Concern re the extent of the land acquisition.
 - b) Absence of a compelling case.
- 10.12.2 **Extent of the land acquisition:** In response to this objection, in its letter dated 10th September 2021, Network Rail provided a table setting out those

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areas of CC1 & CC2 interests over which compulsory powers of acquisition are being sought, with details of the extent of acquisition powers and a description of the proposed use of the land. In further discussion with CC1 & CC2's representatives at a meeting on 20th October 2021, a full explanation of the extent of land acquisition and rights was provided, it is Network Rail's understanding that this explanation is now acceptable to CC1 & CC2.

10.12.3 Network Rail have responded to the objections raised and provided clarification of the extent of land acquisition. Network Rail will continue to engage to resolve and clarify the issues raised.

10.12.4 **Absence of a compelling case.** The compelling case for the CSIE Project is dealt with above in section 5, above, which refers to the proofs of Mr Lewis (**NRE11.2**) and John Pearson (**NRE9.2**). The need for the objector's land is dealt with at 10.12.2 above. It is not accepted that there is no compelling case for the interference in CC1 & CC2's interests. It is noted that CC1 and CC2 are supportive of the CSIE Project in principle

10.13 **Objection 18 - Cambridgeshire County Council and Greater Cambridgeshire Partnership**

10.13.1 A summary of the areas of objection submitted by the objector relevant to my expertise is set out below:-

a) Extent of Land Acquisition and Temporary Possession Powers. This matter is addressed below.

10.13.2 **Extent of Land Acquisition and Temporary Possession Powers:** Network Rail have provided the objector with a full explanation of the compulsory acquisition powers that it is seeking over the objector's land, including the requirements for Plots 4, 4a and 4c, that have been included to enable a realigned approach for the cycle track to cross over the Guided Busway and for the creation of a new segregated pedestrian and cycle route across Hobsons Park. Plot 4 is required to be acquired temporarily in order to provide the new pedestrian/cycle access route into the western side of the proposed station. Discussions have taken place with the objector with a view to entering into a works agreement to permit Network Rail to construct the

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necessary works and minimize any interference with the operation of the guided busway. Protective provisions have been proposed to enable the detailed design and construction methodology for the CSIE Project to be agreed with the objector prior to works commencing. At the time of issue of this proof, the Greater Cambridge Partnership/CSET Statement of Common Ground and Protocol Agreement has been concluded and is at the point of exchange. Network Rail will continue to engage to resolve and clarify the issues raised.

- 10.13.3 Network Rail have responded to the objections raised and provided clarification of the extent of land acquisition. Network Rail will continue to engage to resolve and clarify the issues raised.

10.14 **Objection 19 – St Mary’s School, Cambridge**

- 10.14.1 Land owned by St Mary’s will not be required – either permanently or temporarily - by the CSIE Project. However, use of an adopted access road could conflict with their use. Network Rail is working to establish how to mitigate this presently.

- 10.14.2 A summary of the areas of objection submitted by the objector is set out below;

- a) Requirement to access over Plot 002 to maintain fence. This objection was formally withdrawn by the objector’s representative in an email addressed to the Inspector dated 22nd October 2021.
- b) Proposed accommodation works. This is matter in part dealt with in the proof of Mr Barnes (**NRE1.2**) and also addressed below.

- 10.14.3 **Proposed Accommodation Works:** Network Rail have responded to the objection raised and discussions with the objector are ongoing. Network Rail’s understanding is that this objection is not about accommodation works, but the return of the access road to a satisfactory condition upon completion of the works. Network Rail have offered a commitment to make good the access road upon completion of the works. As the design and construction methodologies develop, Network Rail will discuss with the objector how to mitigate any impacts on St Mary’s School land.

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- 11.1 The proposed TWAO has been made in accordance with the relevant guidance which includes a requirement to seek agreement with land and property interest owners.**
- 11.2 As evidenced in the proofs of Mr Wingfield (**NRE11.2**) and Mr Pearson (**NRE9.2**) there is a compelling and justified case in the public interest for the powers and proprietary rights sought to be granted under the proposed TWAO.
- 11.3 It is considered that any interference with human rights is lawful, proportionate to the public benefit that will be derived from the CSIE Project and in the wider public interest in order to secure the benefits resulting from the delivery of the CSIE Project. Any interference with Convention rights is therefore considered to be justified.
- 11.4 I am satisfied that Network Rail have sought to minimise the impact of the scheme upon the objectors and that compensation provisions within the TWAO will ensure that the objectors are fully recompensed as far as is possible with money to offset the impact of the CSIE Project.

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12.1.1 I hereby declare as follows:

12.1.2 This proof of evidence includes all facts which I regard as being relevant to the professional opinion which I have expressed and I have drawn the inquiry's attention to any matter which would affect the validity of that opinion.

12.1.3 I believe the facts which I have stated in this proof of evidence are true and that the opinions are correct.

Signature & Date

A handwritten signature in black ink, appearing to be "J. Simms", written on a light blue background.

7th January 2022