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**NURTON DEVELOPMENTS (HILTON) LIMITED**  
**LAND SOUTH OF JUNCTION 11 OF THE M6 / PROPOSED LINK ROAD**  
**BETWEEN M54 JUNCTION 1 AND M6 JUNCTION 11**

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**SH∞SMITHS**

2 Colmore Square  
38 Colmore Circus  
Queensway  
Birmingham  
West Midlands  
B4 6SH

Ref. AC

**NURTON DEVELOPMENTS (HILTON) LIMITED - LAND SOUTH OF JUNCTION 11 OF THE M6 /  
PROPOSED LINK ROAD BETWEEN M54 JUNCTION 1 AND M6 JUNCTION 11**

**1 BACKGROUND AND CURRENT POSITION**

- 1.1 This objection is made on behalf of Nurton Developments (Hilton) Limited (“Nurton”) and relates to the proposed Link Road between M54 junction 1 and M6 junction 11 (“Scheme”). The Scheme involves the construction of a new link road between Junction 1 of the M54 and Junction 11 of the M6 in South Staffordshire and is being promoted by Highways England (“HE”). We note that this is the second period of consultation in respect of the Scheme, which has been extended on the basis that HE did not notify all those with an interest in the land affected by the Scheme. In this context, it would be useful to understand the implications of this in the context of the overall timetable for the Scheme.
- 1.2 By way of recap, Nurton is the developer and promoter of a site which is located to the south of M6 junction 11, to the north-east of Featherstone and immediately east of Shareshill. The land is bound to the west by the A460 Cannock Road to the east by the M6 Motorway, and to the south by Hilton Lane. This is shown edged red on the plan at Appendix 1 (“Site”). We submitted full representations in respect of the Scheme in response to the first consultation, which closed on 18<sup>th</sup> May 2020 (the “First Representations”). We have not repeated the contents of the First Representations, however, these remain as submitted in full. To be absolutely clear, these representations are additional to those already submitted.
- 1.3 The promoters of the Site have been in discussions with HE for some time regarding the implications of the Scheme on their proposed development of the Site for strategic scale employment development. These discussions started in 2016 and are ongoing, and we have received some further information. However, HE still needs to provide detail and clarification on a number of points in relation to the Scheme and these have been set out in our First

Representations. In the meantime, we have had the opportunity to consider the ecological points raised in our First Representations in more detail, in particular the position in terms of the ecological mitigation measures around Great Crested Newts.

## **2 ECOLOGY- GREAT CRESTED NEWTS**

2.1 As set out in our First Representations, the Scheme proposes GCN mitigation for three confirmed populations and 27 assumed populations. As explained, this will significantly over-mitigate, potentially creating habitats for populations 10 times larger than they are likely to be, in reality.

2.2 We remain of the view that:

2.2.1 The methodology adopted is not a reasonable or rational one to take in terms of providing a meaningful baseline;

2.2.2 and the assessment is flawed.

Nonetheless, there is a practical solution to this which is that the capacity provided by the Scheme can benefit other development schemes coming forward in the future, such as that proposed by Nurton.

2.3 The new ecology pond areas are to be created on the southern side of Brookfield Farm Site of Biological Importance (SBI) , on land to be acquired that is in the current control of Nurton, and will be located on the boundary of the Site being promoted by Nurton. It remains our position that the location of these ponds will introduce an additional constraint on the future development of the Site with associated cost and will potentially place restrictions on the development footprint.

2.4 There is now an opportunity to reach an agreement to minimise the impact of the mitigation measures on the future redevelopment of our Site. Given our client's future development

proposals in respect of the Site (as detailed in our Original Representations), it is entirely sensible to agree that the additional capacity provided by the Scheme for GCN mitigation should be ring-fenced for, and utilised by, any development proposals in respect of the Site. These are to be located on the boundary of land proposed for future development.

### **3 BRIDGE ASSURANCE**

3.1 One further point to make at this stage is the lack of meaningful engagement in respect of the bridge assurance. What Nurton is seeking, which is an entirely reasonable request, is a form of words that states that HE has no objection to the principle of a future bridge over the link road. The representations submitted to date have been very clear that we are not requiring HE to in any way fetter its discretion to consider future planning applications in the vicinity of the Scheme. In order to achieve this, we have suggested that any such wording can be caveated on the basis that:

3.1.1 Any detailed proposals must be considered by HE through the planning system in consultation with the Local Planning Authority; and

3.1.2 the assurance does not fetter HE's lawful discretion as planning consultee; and

3.1.3 the actual approval of any future bridge design and construction will be subject to it meeting all appropriate standards.

### **4 STATEMENT OF COMMON GROUND ("SOCG")**

4.1 As stated in our First Representations, the engagement with our client to date has fallen short of what can be reasonably expected given the nature and scale of the scheme being promoted. Our client remains committed to meaningful engagement with HE and to this end has requested sight of a SoCG with HE as a way of assisting everyone as and when the hearing takes place. This is entirely sensible in the circumstances.

- 4.2 We have not received any draft SoCG from HE and cannot understand why when other parties have received drafts (including the landowner of the Site). This is a key Site in respect of the future development of the area and this has been detailed in the First Representations. As the promoter of the Site, it is critical that HE now meaningfully engages.