

**THE METROPOLITAN BOROUGH OF SOLIHULL  
(SHIRLEY TOWN CENTRE REDEVELOPMENT)  
COMPULSORY PURCHASE ORDER 2007**

**PROOF OF EVIDENCE**

prepared by

**ROBERT M G BIRCH**

**Managing Director**

**Birchwood Developments (Midlands) Limited**



**birchwooddevelopments**

on behalf of

**Shirley Advance LLP**

**Ref: SMBC2/2**

**Shirley**  
*advance*

## **1 PURPOSE AND SCOPE OF THIS EVIDENCE**

- 1.1 The purpose of this document is to set out the history and current status of the project as well as the reasons why in my opinion the Compulsory Purchase Order should be approved.
- 1.2 It provides details of my ongoing involvement with the Shirley Town Centre project.
- 1.3 It also seeks to demonstrate the significant commitment of Shirley Advance to this project and that in my opinion the reasons why the scheme will be delivered in the event that the Compulsory Purchase Order and the related Orders are approved.
- 1.4 In particular this document provides the following:-
- 1.5 Section 1 provides an introduction of myself.
- 1.6 Section 2 provides an overview of the background to the project.
- 1.7 Section 3 explains the history and structure of Shirley Advance LLP.
- 1.8 Section 4 provides an outline of the Development Agreement between Shirley Advance LLP and Solihull Metropolitan Borough Council, as major landowner.
- 1.9 Section 5 provides an overview of the scheme evolution process that has led to the proposed development.
- 1.10 Section 6 provides a description of the proposed scheme.
- 1.11 Section 7 provides an overview of the planning history and current status of the planning permission that exists for the scheme.
- 1.12 Section 8 sets out my positive view of the commercial viability of the scheme.
- 1.13 Section 9 provides an overview of the progress that has been made with regard to site assembly required to implement the scheme.
- 1.14 Section 10 provides details of my response to the outstanding objections to the Compulsory Purchase Order.
- 1.15 Section 11 provides a conclusion to my evidence.
- 1.16 As requested, a summary of this Proof of Evidence has been provided separately.

## 2 INTRODUCTION

- 2.1 My name is Robert Murray George Birch.
- 2.2 I am the Managing Director of Birchwood Developments (Midlands) Limited ("BWD"). I established BWD in April 2004 specifically to progress this development project.
- 2.3 I am fully retained by Shirley Advance LLP ("Shirley Advance") to manage all aspects of the Shirley Town Centre Redevelopment project ("the Scheme").
- 2.4 I have been involved in all aspects of commercial property work since 1989 and particularly commercial property development and investment business since 1993.
- 2.5 During the first few years of my career I worked for Chesterton, Hepper Robinson, Richard Ellis, Lidl UK Properties GmbH and The Midlands Co-Operative Society.
- 2.6 During this early stage of my career I gained broad experience in all aspects of commercial property agency and development business both in private practice and from an in-house occupier perspective.
- 2.7 I was an Associate Director in the Birmingham office of Miller Developments ("Miller") where I was employed between August 1997 and June 2000. It was during this time that I first became involved with the Shirley Town Centre project.
- 2.8 More recently I was a Director of Birmingham based Coltham Developments Limited ("Coltham") where I remained in employment until March 2004.
- 2.9 I was personally responsible for bringing the individual members of Shirley Advance together in the summer/autumn months of 2003 with the specific intent of becoming the development partner for Solihull Metropolitan Borough Council ("SMBC") in their capacity as major landowner and to subsequently deliver the scheme.
- 2.10 Following confirmation of the formal selection of Shirley Advance by SMBC in December 2003 legal negotiations between the parties were concluded quickly and a conditional Development Agreement was completed in May 2004.
- 2.11 Having been instrumental in securing control of the project, I am cited as a *'key person'* within that Development Agreement.
- 2.12 My role involves managing and dealing with all aspects of this development project.
- 2.13 In particular I have been dealing directly with the discharge of conditions contained within the Development Agreement between SMBC and Shirley Advance including, throughout, the Site Assembly required to implement the scheme.

- 2.14 I am responsible for the deals with The Royal British Legion, First Shirley Scout Group, Solihull Christian Fellowship and Shirley Baptist Church together with all of the 3<sup>rd</sup> party adjacent landowners that are affected by the development.
- 2.15 I am responsible for the disposal of the various elements of the development including the letting and investment sale of the non-food retail element of the scheme, the sale of the affordable residential and the retirement living elements of the scheme and the direct sale of the private residential apartments.
- 2.16 Accordingly, I am fully up to speed with all aspects of the project and I can confirm that Shirley Advance remains committed to the pursuit and subsequent delivery of the proposed development scheme.
- 2.17 I present this Proof of Evidence on behalf of Shirley Advance LLP in support of The Metropolitan Borough of Solihull (Shirley Town Centre Redevelopment) Compulsory Purchase Order 2007.

### 3 BACKGROUND TO THE SCHEME

- 3.1 It is generally accepted that Shirley Town Centre has been in decline for many years.
- 3.2 This decline was exacerbated by the relocation of PowerGen from their office campus site at the junction of Stratford Road and Haslucks Green Road at the end of 1994.
- 3.3 The former PowerGen site has been the subject of much local debate for many years and has been dormant since the departure of this major occupier some 14 years ago.
- 3.4 PowerGen had been a major presence in Shirley during their occupation of their site with more than 500 staff working within this facility.
- 3.5 When they relocated their operation to Coventry, PowerGen sold their property interest to Asda who then pursued planning permission for the development of a foodstore on the site.
- 3.6 SMBC, as local planning authority, refused to grant permission and whilst Asda appealed against that decision they did not succeed in obtaining consent. The former PowerGen site remains dormant is considered as an 'eyesore' by local residents.
- 3.7 During the course of Asda's pursuit of this planning permission SMBC, as both major landowner and local planning authority, were promoting an alternative retail based scheme which was known as '*The New Heart for Shirley*'.
- 3.8 During the course of 1998, whilst at Miller, I became aware that Solihull Metropolitan Borough Council was promoting the alternative town centre

scheme and I realised that they would require a private sector development partner with whom to pursue this project.

- 3.9 I managed to secure control of two freehold properties within the immediate vicinity of the town centre site and I was able to commence direct negotiations with Solihull Metropolitan Borough Council, in their capacity as major landowner, on behalf of Miller.
- 3.10 Miller subsequently achieved preferred development partner status and formal negotiations between the parties began. After I left the employment of Miller in June 2000 they continued to pursue the scheme.
- 3.11 However, for a variety of reasons, Miller were unable to reach a final legal agreement with SMBC.
- 3.12 During the first half of 2003 SMBC decided to discontinue their efforts to progress the project with Miller Developments and, instead, to seek the appointment of a new commercial development partner with whom to pursue the scheme.
- 3.13 Donaldsons Property Consultants (now "DTZ") acting on behalf of SMBC issued an initial marketing brief to a number of potential development partners in July 2003.
- 3.14 Given my previous involvement with the project, Coltham was invited to tender for the project alongside several other development companies.
- 3.15 The marketing brief set out the broad ambitions of SMBC as both major landowner and as local planning authority in respect of '*The New Heart for Shirley*' together with their requirements for the selection of a suitable commercial development partner, in terms of relevant track record and financial strength.

#### 4 SHIRLEY ADVANCE LLP

- 4.1 It was clear from the outset that SMBC required a development partner with not only the track record and financial strength required to progress and deliver the Scheme but with a clear commitment and passion to do so.
- 4.2 Coltham is a property development company, based in central Birmingham, which has established a first class reputation for the delivery of both commercial and residential schemes primarily within the Midlands region over the past 20 years. Coltham is owned and funded privately and has significant financial strength in its own right. It is, therefore, capable of a flexible attitude to its business activities and maintains a 'hands on' approach throughout the course of all of its projects.
- 4.3 However, given the scale and nature of the Scheme, I decided that Coltham needed a development partner in order to maximise our potential to secure control of this opportunity.

- 4.4 Helical Bar plc (“Helical”) is an extremely well known and respected property development and investment company listed on the London Stock Exchange with a current market capitalisation value of over £350 million.
- 4.5 Helical has significant financial strength which is combined with a first class track record in undertaking business across all sectors of the property development and investment market throughout the United Kingdom and Europe, in particular within the retail and leisure sectors of the market.
- 4.6 From their base in London, Helical undertakes much of its business in joint venture with other developers. In the Midlands region, Helical has a long term relationship with Oswin Developments Limited (“Oswin”). Jonathan Cox is Managing Director of Oswin and is, himself, based in and a resident of Solihull.
- 4.7 Over the past decade, The Helical/Oswin partnership has completed in excess of £250 million worth of retail based mixed use development schemes across the United Kingdom, including several projects within Solihull.
- 4.8 I approached Jonathan Cox of Oswin towards the end of July 2003 and secured the support of Helical to pursue the Scheme alongside Coltham.
- 4.9 Between July 2003 and November 2003 SMBC and Donaldsons conducted a formal tender exercise with a number of possible commercial development partners. This involved a number of formal submissions, presentations and interviews.
- 4.10 The selection of the proposed joint venture between Coltham and Helical (which became Shirley Advance) was confirmed by SMBC as their preferred development partner for the Scheme in December 2003.
- 4.11 Shirley Advance LLP was formed on 11<sup>th</sup> May 2004 for the express purpose of progressing the Scheme. The Registered Office of Shirley Advance is at 11-15 Farm Street, London, W1J 5RS and its Company Number is OC307965.

## **5 THE DEVELOPMENT AGREEMENT**

- 5.1 SMBC and Shirley Advance entered into a conditional Development Agreement on 12<sup>th</sup> May 2004. The Agreement is guaranteed by both Helical Bar plc and Coltham Developments Limited.
- 5.2 The Agreement required any proposed Scheme to provide the following ‘*key elements*’, which were set out by SMBC as the minimum criteria that they expected any scheme to deliver for the benefit of Shirley Town Centre:-
- A foodstore with at least 3,716 square meters (40,000 square feet) sales area,
  - At least 5,574 square meters (60,000 square feet) non-food retail,

- An appropriate number of residential units including such percentage of Affordable Housing as may be required by SMBC, as local planning authority,
- At least 600 public car parking spaces (to be provided free of charge to all visitors to Shirley),
- A Town Square,
- Facilities to ensure the ongoing operation of The Shirley (Warwickshire) Royal British Legion, Solihull Christian Fellowship, First Shirley Scout Group and, if necessary, Camp Hill Rugby Football Club,
- Improved pedestrian links from Stratford Road to Shirley Park,
- A frontage onto Stratford Road of at least 45 linear meters in width,
- Improvements to the retained area of Shirley Park,
- An appropriate facility for the provision of Shopmobility, and
- Public Toilets.

5.3 SMBC reserved the ability within the Development Agreement to monitor the activities of Shirley Advance throughout and to require Shirley Advance to seek their approval to the Scheme proposals at various stages.

5.4 In accordance with the Development Agreement, Shirley Advance has attended regular meetings with senior officers of SMBC throughout the course of the project and we have complied with all of our obligations. All requisite approvals of SMBC have been sought and confirmed.

5.5 The Development Agreement remains intact and I confirm that the only outstanding conditions of the Development Agreement relate to completion of the Site Assembly exercise and the Agreement for Lease with Asda becoming unconditional.

## **6 SCHEME EVOLUTION**

6.1 Immediately after completion of the Development Agreement Shirley Advance embarked upon a scheme evolution process which involved a full initial review of Shirley Town Centre and its environs including Shirley Park.

6.2 Alongside this we undertook an extensive Community Consultation exercise.

6.3 We engaged with the key stakeholders directly and, also, held a series of public and private exhibitions at various venues across Shirley and Solihull. Feedback from those attending the exhibitions was collated by way of questionnaires.

- 6.4 The first set of exhibitions were held over the late summer and early autumn months of 2004 and further exhibitions, once the Scheme had evolved in more detail, were held in the winter months of 2004/2005.
- 6.5 For more information regarding the Community Consultation, please refer to my Statement of Community Consultation dated 31<sup>st</sup> March 2006 which is provided to this Compulsory Purchase Inquiry as a core document.
- 6.6 As a result of the initial analysis of Shirley Town Centre and Shirley Park combined with the feedback we obtained through the Community Consultation exercise we were able to establish the main design principles of the Scheme during the course of 2004/5.
- 6.7 We were then able to develop our detailed plans for the Scheme incorporating the key elements required by the Development Agreement during the course of 2005/6.

## **7 DESCRIPTION OF THE SCHEME**

- 7.1 The proposed Scheme has been known as '*The New Heart for Shirley*' for many years. However, for clarity, Shirley Advance has recently re-branded the Scheme as '*Parkgate*' for marketing purposes.
- 7.2 The private residential element of the Scheme will be branded '*Parkside*'.
- 7.3 The consented mixed use Scheme provides an anchor foodstore together with further non-food retail units and residential apartments with car parking and service areas and high quality new public realm.
- 7.4 The Scheme provides retained and much improved facilities for both The Royal British Legion and First Shirley Scout Group. The Royal British Legion will be provided a new modern 'war memorial' as part of these works.
- 7.5 The Solihull Christian Fellowship has already relocated to a new facility adjacent to the main existing entrance into Shirley Park which has been completed with financial assistance from Shirley Advance.
- 7.6 There are no implications for Camp Hill Rugby Football Club. For clarity, Camp Hill Rugby Football Club owns and operates 2 rugby pitches and they lease a further pitch within Shirley Park from SMBC.
- 7.7 A land swap has already been completed to provide Shirley Baptist Church with the land they require to implement a separate development to the rear of their existing worship hall on Stratford Road. Their development will be undertaken alongside Parkgate and will secure the future of another important community user within Shirley with financial assistance from Shirley Advance.
- 7.8 The Scheme will be served by a 'state of the art' basement car park which will provide 600 spaces free of charge for all car borne visitors to Shirley, whether they are shopping within the Scheme or not.

- 7.9 The residential element of the Scheme will include 40% affordable housing provision, in line with SMBC's standard requirements. There will be a good mix of both 'social rented' and 'shared ownership' affordable provision within the Scheme. There will also be a Retirement Living facility.
- 7.10 There will be high quality public realm throughout the Scheme, with large areas of fully pedestrianised space at surface level, including a new Town Square at the very heart of the Scheme.
- 7.11 New, high quality and well maintained public toilets will be provided and there is suitable space allocated for a Shopmobility facility within the basement car park.
- 7.12 The Scheme provides significant improvements for pedestrian linkage between Stratford Road and Shirley Park. Improved pedestrian links between Stratford Road, Shirley Park and Haslucks Green Road will also be provided.
- 7.13 A new footpath, linking Haslucks Green Road with Shirley Park and Stratford Road will be provided. This new footpath will replace the existing footpath that links Haslucks Green Road with Stratford Road.
- 7.14 The new footpath is required to ensure the ongoing ability for pedestrians to walk between both Haslucks Green Road and Stratford Road as well as to gain access to the Scheme, Shirley Town Centre and Shirley Park.
- 7.15 All areas of the scheme have been designed to meet the required standards for 'Secure by Design' and will be well lit and covered by a brand new CCTV system. Inherent protection by way of natural surveillance will also be afforded throughout the Scheme.
- 7.16 In the event that the Scheme does proceed a total of £500,000 has been committed to pay for much needed improvements to the retained area of Shirley Park. SMBC has undertaken a separate consultation exercise in respect of the proposed improvements to Shirley Park.
- 7.17 A further £250,000 will be spent on new hard and soft landscaping at the interface between Shirley Park and the Scheme.
- 7.18 The loss of Shirley Park has been a major issue throughout the course of this project and there does remain much misinformation in the public domain. For clarity, only 4% (0.546 hectares/1.35 acres) of the defined area of Shirley Park (13.76 hectares/34 acres) will be lost as a result of the Scheme.
- 7.19 This minimal loss of existing parkland has been achieved, in the main, by the provision of a basement car park within the Scheme at a cost approaching £10 million.
- 7.20 In my opinion, the improvements to Shirley Park that will be made as a result of the Scheme far outweigh the small reduction in its overall area.
- 7.21 There will be significant improvements to the highways infrastructure in the vicinity of the Scheme, to provide for the new traffic that will be generated by

