

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

**REBUTTAL EVIDENCE
RELATING TO THE OBJECTION BY
WILF GILBERT (STAFFS) LIMITED**

prepared by

**ROBERT M G BIRCH
Managing Director
Birchwood Developments (Midlands) Limited**



birchwooddevelopments

on behalf of
Shirley Advance LLP

Ref: SMBC2/4

Shirley
advance

1 INTRODUCTION

1.1 This rebuttal evidence is prepared in response to the evidence recently submitted by Wilf Gilbert (Staffs) Limited to The Metropolitan Borough of Solihull (Shirley Town Centre Redevelopment) Compulsory Purchase Order 2007 ("the CPO").

2 RESPONSE TO THE OBJECTION

2.1 I refer to the Proof of Evidence issued by Nicholas Barlow of Barlow Associates Limited on behalf of his client, Wilf Gilbert (Staffs) Limited.

2.2 Specifically I refer to sections 5, 6 and 8 of that document.

2.3 The objector claims a fire escape route over land not within their ownership to the south side of his property. Shirley Advance is offering to transfer the freehold interest in this 'additional' land to the objector to overcome this issue when the scheme proceeds.

2.4 In terms of ongoing telecommunications and, in particular, satellite equipment, condition 21 of the planning permission for the scheme (Document CD/A/7) clearly states that such issues must be dealt with prior to the construction of the scheme. This remains an outstanding condition and will be satisfied prior to commencement of construction accordingly.

2.5 I do not believe that it is fair for Mr Barlow to suggest that the Scheme has not been '*properly planned and thought through*' as a result.

2.6 Shirley Advance does not propose to acquire any of the objector's land, merely to reconfigure and to reserve a right of way over part of the objector's existing rear yard/car parking area. The objector is currently able to park a total of 4 cars within their rear yard area, although only as a consequence of 'double parking'.

2.7 The Scheme proposals will ensure that the objector will still be able to park a total of 4 cars within their retained yard area, but there will be no requirement for 'double parking'.

2.8 Therefore, the combination of the above will provide the objector with no adverse affect as a result of the Scheme. Shirley Advance remains in detailed dialogue with the objector to document the agreement that has been reached between the parties.

2.9 To this end, respective lawyers have been instructed for some time and I am pleased to confirm that significant progress has been made over recent weeks.

2.10 At no time has Shirley Advance '*sought to renege on the agreements reached*' as suggested by Mr Barlow, although I appreciate that there have been several instances of misunderstanding, which have ultimately been resolved.

3 CONCLUSION

- 3.1 I believe that significant progress has been made with all of the outstanding objectors to the CPO and confirm that Shirley Advance remains intent, where possible, to reach final agreement with all parties to reflect the terms already agreed with them.
- 3.2 In particular, as set out in this and my main Proof of Evidence, significant progress has been made with Wilf Gilbert (Staffs) Limited to address the issues raised by it in its letter of objection.
- 3.3 I would take this opportunity to once again confirm that Shirley Advance remains committed to the delivery of this important regeneration project and that we will be able to make very real progress towards this in the event that the CPO is confirmed.