

**To approve the proposed window encroachments
and transfer of the proposed new party wall
located between First Tower Park and Bow
Cottage, Hansford Lane.**

For consideration by the Parish Assembly
on 28 July 2021 at 7pm

PARISH OF ST HELIER

P.04/2021



Photograph: The property 'Bow Cottage', showing the demolished party wall that formed part of the property's rear wall.

PROPOSITION

PARISHIONERS are asked to take into consideration and if deemed advisable:

To approve a recommendation of the Connétable and Procureurs du Bien Public that the Parish enters into a contract with the owner of Bow Cottage to agree to the proposed window encroachments and to transfer the proposed new party wall rights to the owner of Bow Cottage. The owner is to pay the Parish's reasonable legal fees in the transaction. The Assembly is to instruct the Connétable and at least one Procureur du Bien Public to pass a contract thereto.

REPORT

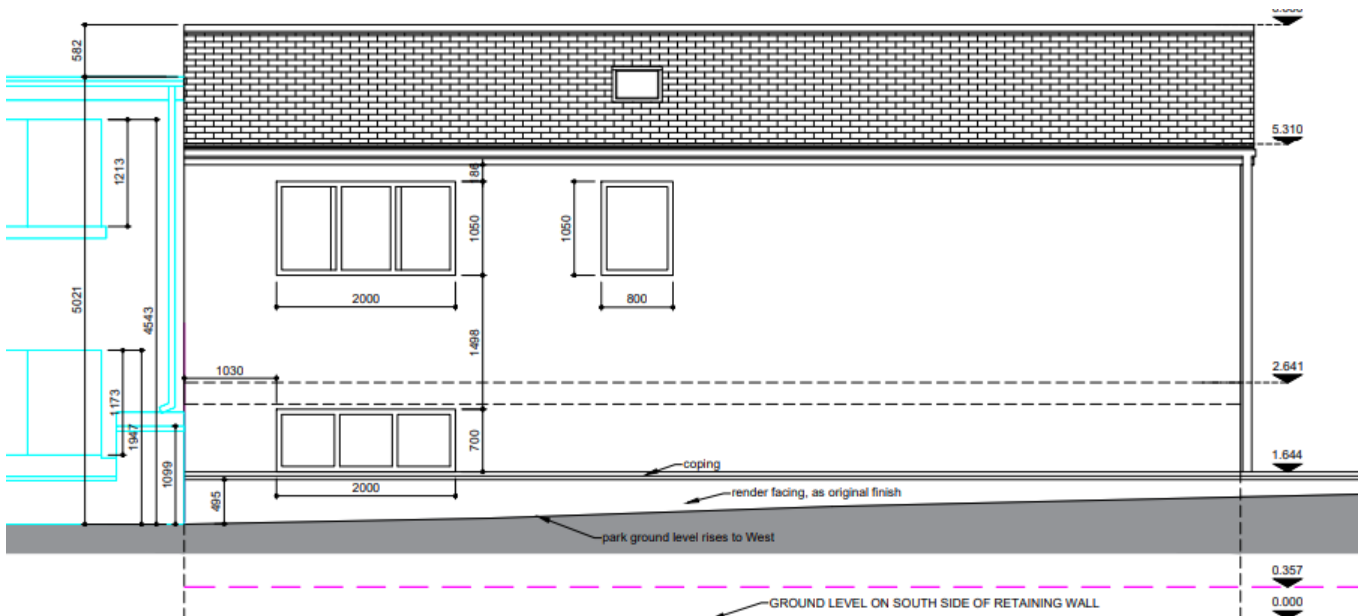
Background:

Bow cottage forms the eastern end of a small row of properties built on the boundary with First Tower Park. Bow Cottage forms part of these properties and was demolished. The owner has secured Planning permission to construct a new 2-bedroom cottage on the same footprint of the former Bow Cottage which will be constructed to modern standard.

Windows:

The owner of the property will need to provide windows to the boundary of his new property in order to enable building-by-law compliance; these windows will provide natural light into the property and conform to ventilation requirements.

Approval from the Assembly for these windows will follow that given previously in 1994 and 2021 respectively for adjoining properties' windows along the Park's boundary, Nos 3 & 4 Edith Cottages. Bow Cottage is the last property on this boundary to pass contract.



Elevation on the North wall showing the proposed windows.

Party Wall:

The existing party wall that formed the rear of the former Bow Cottage was demolished by the owner of Bow Cottage due to its condition. The owner proposes to build a new blockwork wall at ground level, clad in granite to tie in with Edith Cottage. The wall is to be transferred to the owner of Bow Cottage who will take full responsibility for its upkeep and maintenance.

Proposed contract terms:

The Connétable, St Helier's Procureurs du Bien Public, and the owner of Bow Cottage have agreed to the following conditions which are subject to ratification by lawyers:

1. The Parish's interest in the party wall will be transferred to Mr Trenouth-Wood, with an obligation imposed on Mr Trenouth-Wood to keep it in a good state of repair (it acts as a support for Parish land). The lower section of the wall is to be clad with granite up to a level of **1.644** as indicated on drawing number **F21006-02 Rev A**, to match the style of Edith Cottage. All to be undertaken by Mr Trenouth-Wood.
2. Windows are to be inward-opening only and no larger than the windows indicated on drawing number **F21006-02 Rev A**. The Ground Floor window to measure no bigger than 2m wide x 0.7m high and the window on First Floor ; one window to measure no more than 2m wide x 1.05m high and the smaller window no bigger than 0.8m wide x 1.05m high. The windows or any replacements thereof shall be of same dimension or less than those approved by the Assembly.
3. The right not to prevent the Parish from establishing trees, bushes, shrubs or buildings or carrying out activities such as events/fêtes on its land which adjoins Mr Trenouth-Wood's property. Any new trees, bushes, and shrubs roots are not to interfere with the building structure or foundations of Bow Cottage.
4. The extent of the eaves and guttering overhang is to be established and noted in the contract, and there will be a requirement that all surface water is to be dispersed into the Bow Cottage site.
5. Access for repair, maintenance and other works will be on the usual terms and conditions with a requirement for prior notice, save in the case of emergency, before works are undertaken. At least 7 days' notice is required to give time for the Parish to assess any risks and requirements to counter the same.
6. All legal costs associated with the contract are to be paid by the property owner (Mr Trenouth-Wood) at no cost to the Parish.

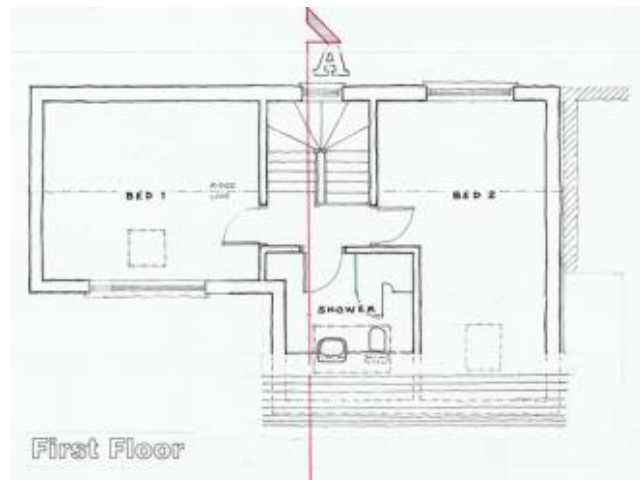
The Parish considers there to be no detrimental effect on the enjoyment of the adjacent Park in allowing the said windows to remain and for the transfer of the Party Wall to Bow Cottage. If Parish Assembly approval is granted, the matter will be confirmed by contract in the Royal Court.



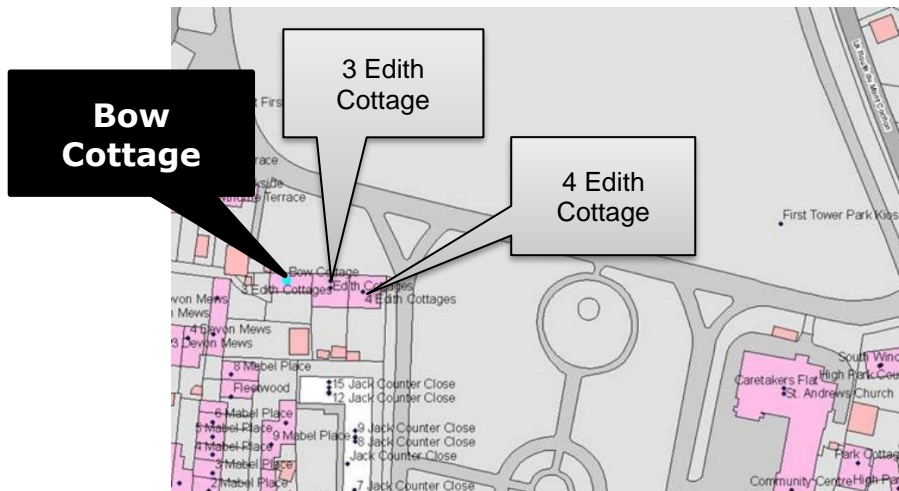
Pic 1: 2018 photo
Property marked with the blue dot



Pic 2: Close up - Map view
Property marked with the blue dot



Plans: Plans of the Planning-approved proposed Bow Cottage. Windows indicated on the North side of the wall



Part site plan To indicate properties that back onto First Tower Park

