

STATES OF JERSEY



BROMPTON VILLA, BELIZE HOUSE AND BELIZE COTTAGE/STORE, GREAT UNION ROAD, ST. HELIER: PROPOSED DEED OF ARRANGEMENT

**Lodged au Greffe on 3rd June 2008
by the Minister for Treasury and Resources**

STATES GREFFE

PROPOSITION

THE STATES are asked to decide whether they are of opinion –

- (a) to agree that a deed of arrangement should be passed between the public as the owner of “Brompton Villa”, Mr. Christopher Clifford as the owner of “Belize House” and Hebden Limited as the owner of “Belize Cottage and store”, Great Union Road, St. Helier (as shown on Drawing No. 951/14 D1), to agree the boundary between the public property and the two adjoining private properties, with Hebden Limited and/or its predecessor in title to bear the public’s costs in connection with passing the contract before the Royal Court; and
- (b) to authorise the Attorney General and the Greffier of the States to pass the necessary contracts on behalf of the public.

MINISTER FOR TREASURY AND RESOURCES

REPORT

Brompton Villa, Great Union Road, was purchased by the public in 1959 and is administered by the Housing Department. It is adjoined partly to the south by Belize House owned by a Mr. Christopher Clifford and the remainder to the south by Belize Cottage and store owned by Hebden Ltd.

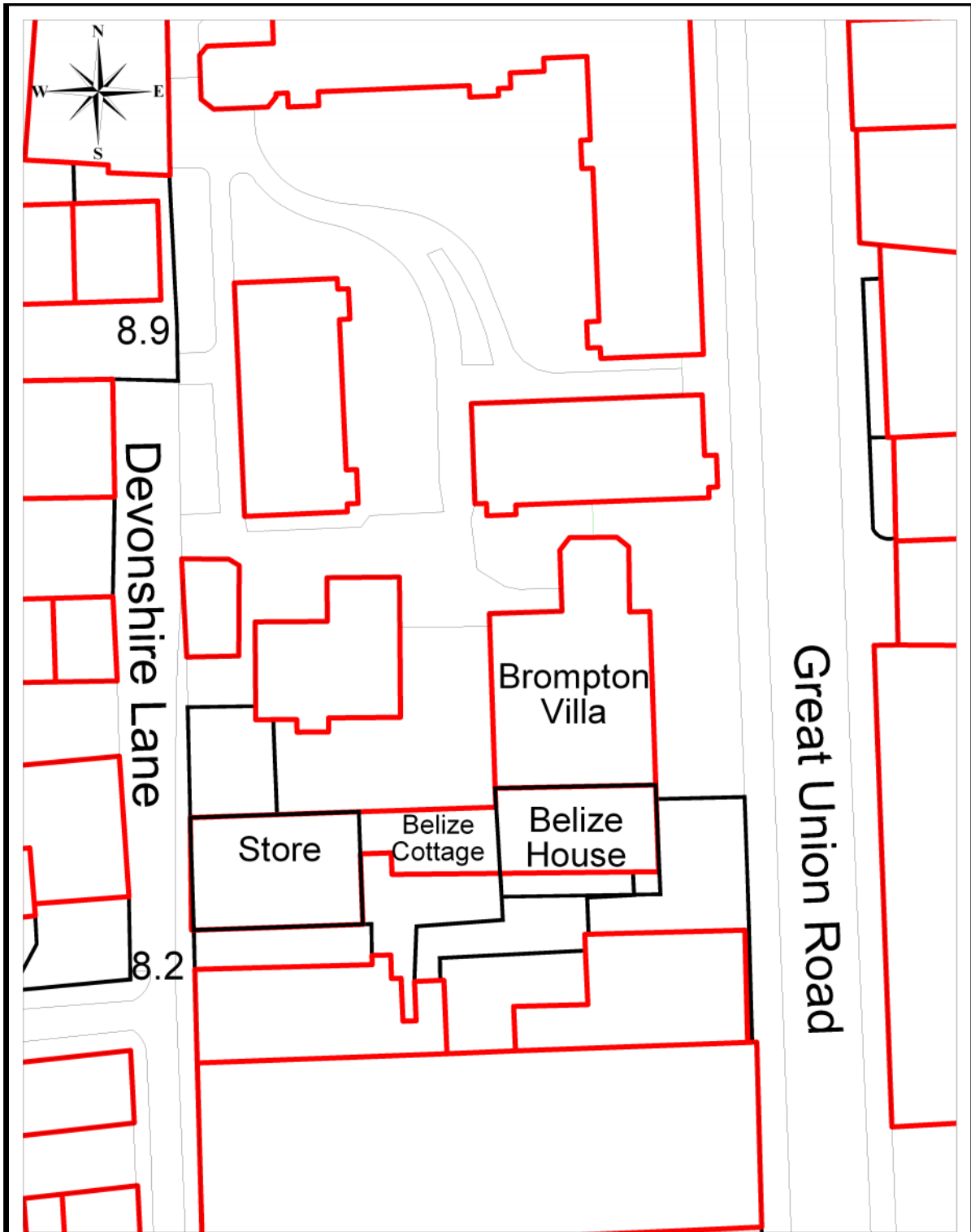
The deeds for Brompton Villa, Belize House and Belize Cottage/store do not accurately describe the current boundary between the public property and the two adjoining private properties. It is therefore recommended that the public enters into a deed of arrangement with Mr. Clifford and Hebden Ltd. to address this deficiency.

The main items of the proposed arrangement are as follows –

1. That the northern wall and gable of Belize Cottage/store, and northern wall and gable and the western gable of Belize House towards Brompton Villa are party-owned and that the chimney, parts of the roofs, gutters, downpipes, soffits, fascia boards and all other things that overhang or encroach onto either of the three properties can remain as they are presently established, with the public, Mr. Clifford and Hebden Ltd having reciprocal access rights onto their respective properties for maintenance purposes.
2. That the rainwater flowing from the roofs of Belize Cottage/store and Brompton Villa into the gutters, downpipes and drains established on these properties may continue to drain as at present and each party shall pay its just proportion of the costs of the maintenance of the parts of the roofs laid across the party gables and walls and of the aforementioned gutters, downpipes, soffits, fascia boards and drains where they are used in common.
3. That in the event that Hebden Ltd. and/or Mr. Clifford shall cause any damage whatsoever to the property owned by the public in the area, then Hebden Ltd. and/or Mr. Clifford shall be liable to the public for the cost of repair of such damage and shall indemnify the public against any action or claim relative thereto.
4. That Hebden Ltd. and Mr. Clifford undertake to indemnify the public against all actions or claims arising from, or attributable to, the enjoyment or use by either Hebden Ltd. or Mr. Clifford of any of the granted rights.

Hebden Ltd. and/or its predecessor in title will meet the public's legal and other fees in connection with drafting, agreeing and passing a deed of arrangement before the Royal Court to ratify the above-mentioned terms.

There are no financial or manpower implications for the States in connection with the transaction.



Brompton Villa - South Boundary

Drawing No: 951/1-4 D1

Boundary Information Supplied by the States of Jersey Planning Office, but no responsibility can be accepted for error.



COPYRIGHT STATES OF JERSEY