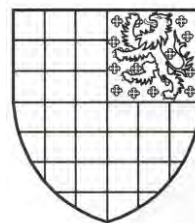


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**LEWES  
TOWN  
COUNCIL**

## **MINUTES**

of the meeting of the **Working Party** formed to assess proposals for a land exchange at The Pells held on **Tuesday 18<sup>th</sup> September 2018** in the **Council Chamber, Town Hall, Lewes** at **11:00am**

**PRESENT** Cllrs Catlin; Chartier; S Murray and O'Keeffe

**In attendance:** S Brigden (*Town Clerk [TC]*)

**PellsXchWP2018/01 ELECTION OF CHAIRMAN:** Cllr Chartier was elected to act as Chairman of the Working Party.

**PellsXchWP2018/02 QUESTIONS:** There were none.

**PellsXchWP2018/03 APOLOGIES FOR ABSENCE:** Apologies had been received from Cllr R Murray; no message had been received from Cllr Renton.

**PellsXchWP2018/04 DECLARATIONS OF INTEREST:** There were none  
*TC advised on the principles of Members sitting as Trustees of the Town Brook Trust.*

**PellsXchWP2018/05 REMIT of the WORKING PARTY:** Members noted the remit of the Working Party, set by Council at its meeting on 21<sup>st</sup> June 2018 (*Minute FC2018/28 refers*):

a) A land-swap proposal had been made by Lewes District Council in respect of land held by the Town Brook Trust, to better-align boundaries with the proposed North Street Quarter development. It was proposed that a Working Party be set up to consider the matter in detail, and **it was resolved that:**

**FC2018/28.1** A Working Party be formed, comprising Cllrs Chartier; Catlin; Murray (R); Murray (S); O'Keeffe and Renton to consider proposals made by Lewes District Council in respect of land held by the Town Brook Trust, and to bring recommendations to Council in due course.

**PellsXchWP2018/06 BUSINESS OF THE MEETING:**

1 The meeting considered several background documents (*copies in Minute book*) explaining the history of the area of land off Brook Street where the now-defunct Lewes Rifle Club premises had been sited. The history of the land was complicated: Prior to transfer of trusteeship of the Town Brook Trust to the Town Council; detailed research had been carried out by Lewes District Council's (LDC) Legal department, and Estates officers had engaged with the Senior County Archivist to attempt a definitive plan of the Town Brook Trust land curtilage (the original gift to the town dating from 1601 and based upon written description). By reference to archived maps and records (as far back as Domesday documents) it was decided that the boundary included the site of the rifle club.

Historically, the old Borough Council (Trustee of the Town Brook 1922 - 1974) had granted a lease which allowed the building of the butts and subsequent renewals culminated in 1985 with a 15-year lease to the Lewes Rifle Club. This was not renewed following the 2000 flood, and the land reverted to LDC – successor Town Brook Trustee (1974 – 2001). Residual legal work related to those circumstances was understood to be the reason that the land remained separate when the Trust was transferred to the Town Council (2001 – present).

2 In 2004 LDC proposed that the rifle club land be jointly used as a short-term carpark. This was not agreed and there followed two years of discussion and consideration of alternatives before, in 2006, the Councils agreed to divide the site along an East-West axis, following plans in earlier documents that showed original Trust land and other distinctions in the area. This allowed LDC to retain options for use of some land with road frontage, and the Town Council registered the

Northern section (an irregular shape) as Trust land with the Charity Commission based upon historic evidence; a statutory declaration by LDC's Estates Officer, and calculations of area. HM Land Registry was provided with relevant affirmations, and the land was included in title ESX 293305 – the Town Brook Trust. Members of the Working Party considered a plan output from LDC's Estates Terrier showing the disposal and LDC's retained land.

3 Confusion had arisen at times since 2006, it was acknowledged, as the whole of the former rifle club land remained outwardly unchanged as a discrete fenced area. On the Town Council's part this was due to the cost and complexity of dealing with the residual footings and service connections to the original building, the footprint of which was bisected by the agreed line of division; an issue that was considered a low priority and thought likely to be best dealt-with when other redevelopment work starts in the area. Initially, LDC decided against pursuing their car parking project for similar reasons and, more recently, their property team seemed unaware of the transfer. This had unfortunately led to the whole site being included in design drawings as part of the application for Planning Consent for the North Street Quarter and the area of the site owned by the Town Brook Trust is shown as covering several car parking spaces and parts of three dwellings. To resolve this, LDC has proposed an exchange of land (*plans appended*) that, ostensibly, offers three areas of land of 754 square metres in aggregate compared with 580sq m on the area in question.

4 As Trust land, the Town Council is constrained by the disposal restrictions in s36 Charities Act 1993. It would be possible to submit a case to the Charity Commission to allow a disposal, but the benefit must accrue to the Trust for use in line with its objects, which are (1922 Commissioners' Scheme):

- a) the provision and maintenance of an open air swimming pool; and
  - b) the provision and maintenance of a recreation ground;
- both for the benefit of beneficiaries, without distinction of political, religious or other opinions, in the interests of social welfare and with the aim of improving the conditions of life of the beneficiaries.

5 The Working Party acknowledged that (with reference to the suggested exchange areas A; B and C) the area designated 'A' (170sq m) would be of benefit as it would allow improvements to changing rooms and other facilities of the swimming pool, and provide an ideal location for the installation of solar panels – a long-held aspiration of both the Town Council and the Pells Pool Community Association. The area designated 'B' was understood to include the vestigial Town Brook, and a question was raised as to the prudence of incorporating a potential water hazard within the Trust grounds. This was a valid concern, although the ditch had been almost dry for many years and it was thought that the overall planning for the North Street Quarter included culverting or similar. It was agreed that this aspect needed further investigation. The area shown as 'C' appeared to simply be a 'tidying-up' of eventual boundary demarcation, and offered no particular benefit. It was noted that there would need to be agreement on responsibilities for the necessary removal of residual footings/service connections, and other structures at this location and a general agreement on legal costs and costs of final boundary structures (*eg fencing*).

6 Overall, the Working Party acknowledged the overall potential increase in land area; the inherent benefits of some of the land, and the opportunity to tidy boundary lines. There were, however, significant concerns over aspects such as the vestigial watercourse and questions to be answered regarding costs and responsibilities. Members wondered whether the former rifle club land in question could be sold outright, provided that the receipt was ring-fenced for the trust's objects. Various permutations of land-exchange and sale were discussed. A key factor would be the attitude of the Charity Commission to any suggestions which may be put forward.

**CONCLUSIONS/RECOMMENDATIONS:**

It is recommended that Council agree to pursue further enquiries as to:

- > Charity Commission view on proposals;
- > the current intentions (*eg* culverting the watercourse) for ‘Area B’;
- > the value of the land should an outright sale be acceptable;
- > an option to exchange for Area ‘A’ plus an enlarged Area ‘C’ (extended Eastward), and
- > LDC/NSQ Ltd’s willingness to cover all transaction and boundary relocation (enclosure) costs.

The Working Party would meet again as required, when more information was available.

The Chairman thanked everyone for attending and declared the meeting closed.

*The meeting closed at 11:40am*

Signed: .....

Date: .....





*boundary redrawn with new means of enclosure as part of NSQ development*

**POTENTIAL AMENDMENT TO PARK BOUNDARY**