


Seaford Neighbourhood Plan Site Notes for Site SC22 Sunken Garden Open space reviewed Sept 2018

Site Name and address if known	Sunken Gardens, Seaford BN25
Name of site owner Details of any consultation held	Seaford Town Council Contact: James Corrigan, Town Clerk, STC, Tel: 01323 894870 James.Corrigan@seafordtowncouncil.gov.uk
Photo	
Site Location	Hardwicke House, Sunken Garden - ornamental space between Esplanade and Green Lane O.S Grid Ref. TV480988
Gross site area	0.080 ha
Current use	Ornamental garden
Previous use (if known)	greenfield
Type (greenfield, brownfield or both)	Greenfield
SHELAA reference and comments (if any)	NA
Planning Policies covered by Lewes Local Plan for the site	RE1 (Provision of Sport, Recreation and Play) CP8 (Green Infrastructure)
Suitability	The site is a very small garden
Achievability & Availability	Site put forward by owner in response to Call for Sites. This land is part of a larger title between The Esplanade and Green Lane (see details below) which is affected by a Transfer dated 2 November 1966 between Timberline Ltd and SUDC, where, in the Second Schedule, clause 2 requires SUDC "to maintain and keep the same in a tidy condition as a permanent open space". Clause 3 further states, "no buildings whatsoever shall be erected or placed upon the land hereby transferred other than small buildings for the purposes of lavatory accommodation or shelters built completely or partly below ground levels"....

Acceptability	
Site Summary	<p>Distance to amenities: Seaford Station: 0.32 km GP surgery: 0.32 km Post office: 0.32 km Secondary school: 1.61 km Primary school: 1.49 km Shop: 0.16 km Bus stop (126): 0.16 km Source: https://www.google.co.uk/maps</p> <p>The speed limit on Green Lane and Esplanade is 30mph There have been 0 reported traffic accidents at or close to the site</p> <p>The elevation of the site is 8m</p>
Further Comment from statutory bodies	
Summary views from residents (would they support this site?)	
STC comments	<p>STC ref: LO13 Land Registration No. ESX259587 & SX5527 No buildings to be erected for any obnoxious purpose - covenant in conveyance dated 8.12.1886. Recent addition following Community Partnership consultation on seafront</p>



restrictions and stipulations set out in the second schedule hereto.

2. The Council for itself and its successors in title hereby further covenants with the Company with object and intention of affording to the Company a full and sufficient indemnity but not further or otherwise that the Council and its successors in title will henceforth observe and perform the stipulations set forth in the Charges Register of title No. SX.5527 above mentioned and keep indemnified the Company and its estate and effects against all claims demands and liability in respect thereof.

3. IT IS HEREBY AGREED AND DECLARED that the Company shall have full power without obtaining consent from or making any compensation to the Council to do as the Company may think fit with any of the said adjoining land comprised in title No. SX.28668 and to erect and suffer to be erected thereon any building whatsoever whether such building shall or shall not affect or diminish the light or air which may now or at anytime be enjoyed by the Council or other the tenants or occupiers of the land hereby transferred.

4. IT IS HEREBY FURTHER AGREED AND DECLARED that the Council and the persons deriving title under the Council shall not become entitled to any right or easement or quasi right or quasi easement of way light air support or otherwise which would in any way diminish restrict or interfere with the free and unrestricted user of any of the said adjoining land comprised in title No. SX.28668 now or at anytime belonging to the Company for building or other purposes.

5. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or series of transactions in respect of which the amount or value or the aggregate amount or value exceeds £4,500.

THE FIRST SCHEDULE above referred to

(a) the right to the free passage and running of water and soil gas electricity and other services through and under the land hereby transferred Together with the right to enter thereon for the purpose of laying and installing within a period of 80 years all sewers drains pipes wires and conduits as may be necessary to serve the Company's said adjoining land and all buildings hereafter erected thereon Together with the like right of entry for the purpose of cleansing repairing maintaining and making connections to such sewers drains pipes wires and conduits as are now or hereafter laid through or under the land hereby transferred the Company and its successors in title making good to the reasonable satisfaction of the Surveyor for the time being of the Council any damage or disturbance occasioned by the exercise of the rights conferred herein.

(b) to pass and repass on foot only at all times and for all purposes over the said land hereby transferred

THE SECOND SCHEDULE above referred to

1. To fill in the low lying parts of the land hereby transferred to the reasonable satisfaction of the Company within a period of two years from the date of this transfer
2. Upon completion of the filling in of the low lying parts of the said land within the said period to grass the land and to maintain and keep the same in a tidy condition as a permanent open space
3. No buildings whatsoever shall be erected or placed upon the land hereby transferred other than small buildings for the purpose of lavatory accommodation or shelters built completely or partly below ground level plans of which shall be submitted to and approved by the Company or its Surveyor for the time being before the commencement of the building