

Statutory Declaration

of

Francis Cornelius Goemans

relating to

the bungalow at Newlands Nursery

Lagness

Chichester

West Sussex PO20 1LL

Ref: HAPL 1144

August 2017

Henry Adams LLP Rowan House, Baffins Lane, Chichester, West Sussex PO19 1UA

sales • lettings • commercial • rural • development • the art

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Regulated by the RICS (Royal Institution of Chartered Surveyors)

I, **Francis Cornelius Goemans** of Newlands Nursery, Lagness, Chichester PO20 1LL, do solemnly declare as follows:

1. I and my wife Lorna Goemans occupy the bungalow at Newlands Nursery, the location of which is edged red on the plan attached as Document A.
2. The bungalow was built in 1950 for a Mr Whetnall pursuant to planning permission P/39/49 dated 8 February 1950.
3. The planning permission contained two conditions the second of which imposed an occupancy Restriction and a copy of the permission is attached as Document B.
4. I am aware that the terms of the condition (b) require the bungalow to be occupied "in connection with the farming of at least 35 acres in the immediate vicinity".
5. In 1963 approximately 40 acres of land with farm buildings and the bungalow were purchased by Parigo from Mr Whetnall.
6. My wife and I first occupied the bungalow in 1970 when I was a Director of Parigo Horticultural Company Limited and we operated the nursery land and buildings lying around three sides of the bungalow site. Some 4 acres of glasshouses, a packing shed, boiler house, and worker's bungalow were built during the next 20 years. My wife and I subsequently purchased our bungalow from Parigo in 1993 and it is registered in the name of Lorna Christine Goemans.
7. In 1997 Parigo then sold the nursery to Jojos Beheer B.V., a Dutch company but I continued to work in the horticultural business there under a Farm Business Tenancy (FBT).
8. In 2001 Jojos Beheer B.V. sold most of the land and all but three glasshouses and three buildings to Roundstone Nurseries Limited of Worthing. This left just 3 acres of land still with a tenancy agreement, with the bungalow. I attach a Land Registry form TP1 and plan as Document C to confirm that sale.
9. I continued to work in horticulture as part of Parigo. Two of the remaining glasshouses were sold to Roundstone in 2011, and only one glasshouses remains at Newlands Nursery.
10. On the basis of the above, I understand that the occupancy Condition relating to a minimum acreage of 35 acres was breached when the 2001 sale to Roundstone took place leaving just 3 acres of land with the bungalow.

11. I believe therefore that a Certificate of Lawfulness can be issued on the basis that the breach of the condition occurred more than 10 years ago

Declared at:)

RITA SEN SOLICITORS
4 NYETIMBER LANE
BOENOR REGIS

In the County of West Sussex

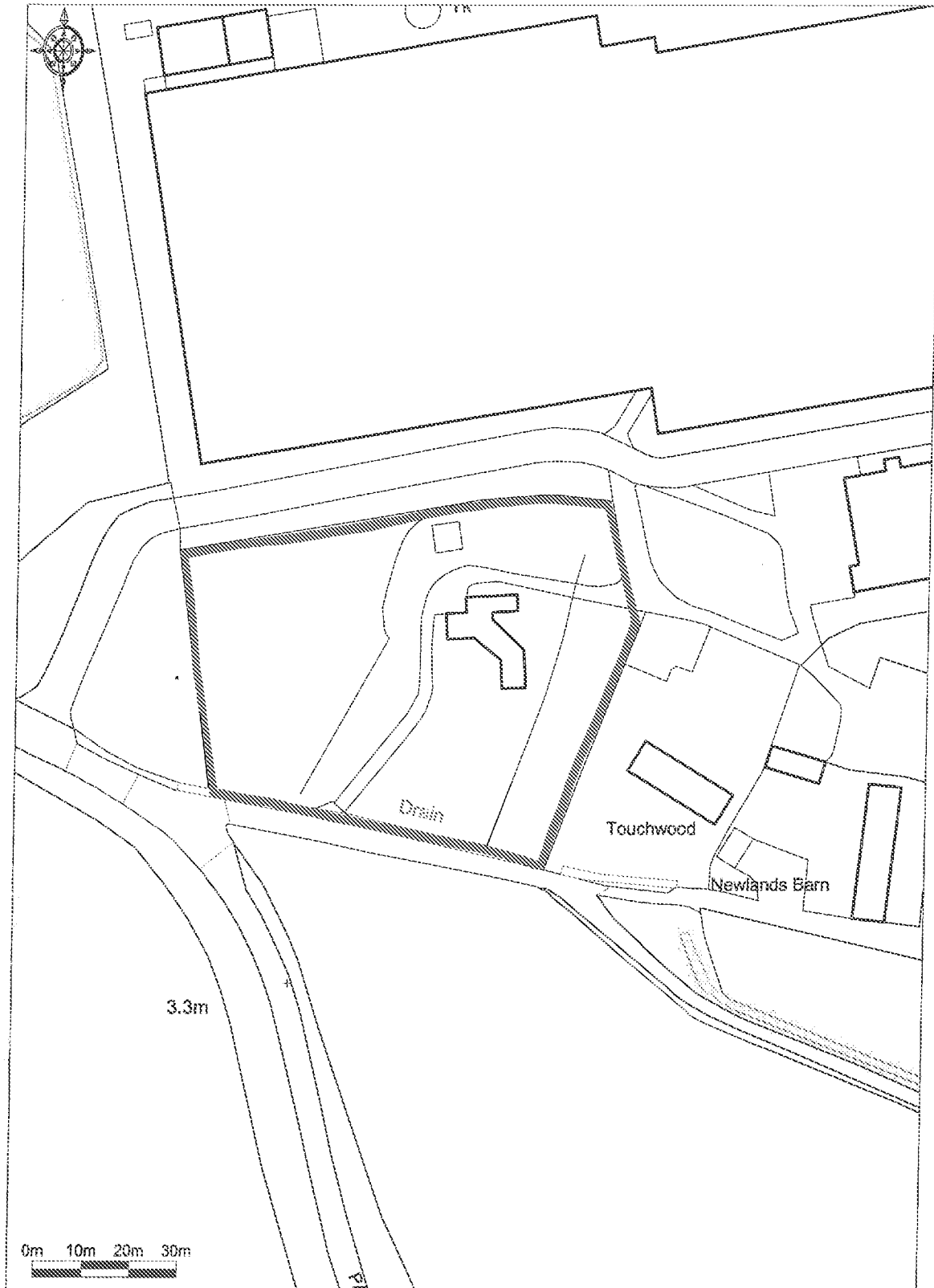
this 21ST day of AUGUST 2017

BEFORE ME

ELLA FRANCES HUMPHREYS.



Solicitor empowered to administer Oaths



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IMPOUND

THIS COMMUNICATION AFFECTS
YOUR PROPERTY.

Application No. P/39/49.

TOWN AND COUNTRY PLANNING ACT, 1947.

TOWN & COUNTRY PLANNING (GENERAL DEVELOPMENT) ORDER, 1948.

WEST SUSSEX COUNTY COUNCIL.

To

W. J. Whetnall, Esq.,
Treene Cote,
Nyetimber Lane,
Bognor Regis.Permission for development
subject to conditions.

The above-named Local Planning Authority having with the consent of the Minister of Town and Country Planning delegated to the

CHICHESTER RURAL DISTRICT COUNCIL, PALLANT HOUSE, CHICHESTER, (hereinafter referred to as "the Council") their function of deciding applications for permission to develop land, the said Council hereby permit the development* proposed by you in your application dated the 12th day of December, 1949, of the land situate at Torbridge Farm, Lagness, for a Bungalow and Garage,

and shewn on the accompanying plan(s), subject to due compliance with the byelaws and general statutory provisions in force in the district, and subject to the conditions specified ~~hereunder~~ overleaf:—

The reasons for the Authority's decision to grant permission for the development, subject to compliance with the conditions hereinbefore specified are:—

In relation to (a) to enable the Council automatically to resume control if the above development has not been begun within the specified period.

Dated 8th day of February, 1950.

Clerk of the Council.

(a) This permission shall cease and determine and be of no effect at the expiration of two years from the date hereof unless the development the subject of this permission has then been completed or is then substantially or actively in course of construction or completion.

(b) The dwelling shall be occupied as a farmhouse to be used in connection with the farming of at least 35 acres in the immediate vicinity.

Condition (b) is imposed as the property is included in an area which it is proposed to allocate in the development plan for agricultural use, and in the opinion of the local planning authority the condition must be imposed in order to secure that the property shall not, without further permission, be occupied except by persons whose residence in such an area is necessary.

(2) If permission to develop land is refused, or granted subject to conditions, whether by the local planning authority or by the Minister of Town and Country Planning, and the owner of the land claims that the land has become incapable of reasonably beneficial use in its existing state and cannot be rendered capable of reasonably beneficial use by the carrying out of any development which has been or would be permitted, he may serve (on the Council of the County Borough or County District in which the land is situated) a purchase notice requiring that Council to purchase his interest in the land in accordance with Section 19 of the Town and Country Planning Act, 1947.

(3) In certain circumstances, a claim may be made against the local planning authority for compensation, where permission is refused, or granted subject to conditions by the Minister on appeal or on a reference of the application to him. The circumstances in which such compensation is payable are set out in sections 20 and 29 of the Town and Country Planning Act, 1947.

Number of part
registered title(s)

(If you need more room than is provided for in a panel, use continuation sheet CS and staple to this form.)

1. Stamp Duty

Place "X" in the box that applies and complete the box in the appropriate certificate.

☐ It is certified that this instrument falls within category ☐ in the Schedule to the Stamp Duty (Exempt Instruments) Regulations 1987

☒ It is certified that the transaction effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds the sum of

£ 500,000.00

2. Title number(s) out of which the Property is transferred (leave blank if not yet registered)
WSX 218065

3. Other title number(s) against which matters contained in this transfer are to be registered (if any)

4. Property transferred (Insert address including postcode or other description of the property transferred. Any physical exclusions e.g. mines and minerals should be defined. Any attached plan must be signed by the transferor and by or on behalf of the transferee.)
NEWLANDS NURSERY, PAGHAM ROAD, LAGNESS, CHICHESTER, WEST SUSSEX

The Property is defined: (Place "X" in the box that applies and complete the statement)

☒ on the attached plan and shown (state reference e.g. "edged red")
EDGED RED

☐ on the Transferor's filed plan and shown (state reference e.g. "edged and numbered / in blue")

5. Date 12th June 2001.

6. Transferor (give full names and Company's Registered Number if any)
JOJOCS BEHEER BV of Millfield Nursery Spalding Common Spalding Lincolnshire.

7. Transferee for entry on the register (Give full names and Company's Registered Number if any for Scottish Co. Reg. No. use an SC prefix. For foreign companies give territory in which incorporated.)
ROUNDSTONE NURSERIES LIMITED (Company Reg No. 2207753) whose registered office is at 52 Richmond Road Worthing West Sussex

Unless otherwise arranged with Land Registry headquarters a certified copy of the transferee's constitution (in English or Welsh) will be required if it is a body corporate but is not a company registered in England and Wales or Scotland under the Companies Acts.

8. Transferee's intended address(es) for service in the U.K. (including postcode) for entry on the register
ROUNDSTONE LANE, ANGMERING, WEST SUSSEX BN16 4AX

9. The Transferor transfers the property to the Transferee.

ation (Place "X" in the box that applies. State clearly the currency unit if other than sterling. If none of the boxes insert an appropriate memorandum in the additional provisions panel.)

The Transferor has received from the Transferee for the Property the sum of (in words and figures)
FIVE HUNDRED THOUSAND POUNDS (£500,000.00)

☐ (insert other receipt as appropriate)

☐ The transfer is not for money or anything which has a monetary value

11. The Transferor transfers with (place "X" in the box which applies and add any modifications)

☒ full title guarantee ☐ limited title guarantee

12. Declaration of trust Where there is more than one transferee place "X" in the appropriate box.

- ☐ The Transferees are to hold the Property on trust for themselves as joint tenants.
☐ The Transferees are to hold the Property on trust for themselves as tenants in common in equal shares.
☐ The Transferees are to hold the Property (complete as necessary)

13. Additional Provisions

1. Use this panel for:

- * definitions of terms not defined above
- * rights granted or reserved
- * restrictive covenants
- * other covenants
- * agreements and declarations
- * other agreed provisions
- * required or permitted statements, certificates or applications.

2. The prescribed subheadings printed in the form as set out in Schedule 1 to the Land Registration Rules 1925 may be inserted, added to, amended, repositioned or omitted.

Definitions

- (a) "The retained land" means the remainder of the Transferor's land registered under Title Number WSX 218065 shown for identification purposes only edged blue on the plan
- (b) "Service media" means and includes all sewers drains pipes gulleys gutters ducts balancing tanks mains channels wires cables conduits flues and other conducting media of whatsoever nature
- (c) "The access" means the strip of land forming part of the property shown coloured green on the plan between the points marked "X" and "Y" on the plan
- (d) "The perpetuity period" means Eighty years from the date hereof
- (e) The expression "the Transferor" and "the Transferee" shall include their successors in title and assigns
- (f) The "Permission" means the Planning Permission for a new commercial greenhouse access road and services from Arun District Council dated 8th October 1998 and bearing reference No. P/28/98

1. RIGHTS GRANTED TO THE TRANSFEE

The Transferee shall have the right to use existing electricity soil water and drainage Service media now laid under over or upon the retained land and the right to enter upon such part of the retained land as is necessary upon giving prior reasonable notice in writing in order to maintain and repair the same the person exercising such right causing as little damage and inconvenience as possible and making good forthwith any damage caused in the exercise of such rights provided that the Transferee shall be responsible for or contribute to the use and maintenance thereof (as the case may be) in accordance with the covenants hereinafter contained

EXCEPTIONS AND RESERVATIONS TO THE TRANSFEROR for the benefit of the retained land and each and every part thereof

- (a) The right to develop build construct alter and demolish pull down redevelop rebuild and reconstruct the retained land and buildings situate thereon in any manner as the Transferor may deem fit notwithstanding the fact that the access of light and air to or the general amenity of the property or any buildings for the time being thereon may be thereby in any way diminished or prejudicially affected and the Transferee shall not have any claim against the Transferor on any ground whatsoever for compensation in respect of any damage or disturbance caused by due to or suffered through such development alteration demolition rebuilding or redevelopment unless the operation of the Transferee's business carried on from the property shall be materially adversely affected
- (b) All rights of light and air now subsisting or which might (but for this exception) be acquired over any neighbouring land or premises
- (c) The right to the full free and uninterrupted passage of existing soil and water services through the Service media designed and capable of such use now laid under over or upon the property together with the right to enter onto the property upon giving prior reasonable notice in writing (except in the case of an emergency) in order to repair maintain and renew any of the same the person exercising such rights causing as little damage and inconvenience as possible and making good any damage done in the exercise of such rights
- (d) The right for the Transferor and its successors in title the owners and occupiers for the time being of the retained land and each and every part thereof (including those so entitled as a result of future non-residential development of the retained land) and persons authorised by him or them at all times by day and night to pass and repass with or without vehicles of any description to or from the retained land from or to the public highway known as Pagham Road over and along the access for all purposes connected with the present or future use and enjoyment of the retained land provided that the right of way contained in this clause shall be restricted if the Transferor shall use the whole or any part of the retained land for residential development so that the right of way shall thereafter only be used in connection with any commercial business then carried on by the Transferor or its successors in title and shall not be used by and shall no longer benefit the residential development or any part thereof
- (e) The right for the Transferor (if required) to install and thereafter use a gas supply under the land coloured brown on the attached plan within the perpetuity period together with the right to enter upon the land coloured brown as is necessary upon giving prior reasonable notice in writing in order to maintain repair and renew the same the person exercising such rights causing as little damage and inconvenience as possible and making good any damage done in the exercise of such right provided that the Transferee shall have the right to decide upon the exact route of such connection to minimise inconvenience and disturbance to the Transferee

3. COVENANTS BY THE TRANSFEE for the benefit of the retained land and each and every part thereof so as to bind the property and each and every part thereof

- (a) Not to use the property or any building erected thereon for any illegal or immoral purpose
- (b) At all times to comply with the terms of the Permission whilst it remains in force and to indemnify the Transferor against any actions costs claims demands or liabilities arising from any future breach thereof
- (c) To pay a fair proportion (according to user) of the costs of the use maintenance upkeep repair and renewal of any services used in common by the Transferor and the Transferee save in respect of the water supply which shall be the sole responsibility of the Transferee
- (d) Not to obstruct the access or allow or permit it to be obstructed but the Transferor accepts that the Transferee may construct a gate across the access way close to the point marked "I" on the attached plan where the access way passes into the retained land
- (e) To maintain a good and sufficient post and wire fence between the points marked "A" "B" "C" "D" "E" "F" "G" and "H" on the attached plan

property is hereby transferred with the benefit of but subject to (as the case may be) the rights easements exceptions reservations covenants conditions and other matters contained or referred to in the Registers of Title No. WSX 218065 so far as the same still affect the property and are capable of being enforced and the Transferee hereby covenants with the Transferor that the Transferee will observe and perform the matters contained or referred to in the Registers of Title No. WSX 218065 so far as the same still affect the property and are capable of being enforced and will keep the Transferor indemnified against any future breach of the same

14. The Transferors and all other necessary parties (including the proprietors of all the titles listed in panel 3) should execute this transfer as a deed using the space below and sign the plan. Forms of execution are given in Schedule 3 to the Land Registration Rules 1925. If the transfer contains transferees' covenants or declarations or contains an application by them (e.g. for a restriction), it must also be executed by the Transferees.

Signed as a deed by JOJOS BEHEER BV
in the presence of:



Signature of witness

Name (in BLOCK CAPITALS) T. L. M. VAN DEN BERG

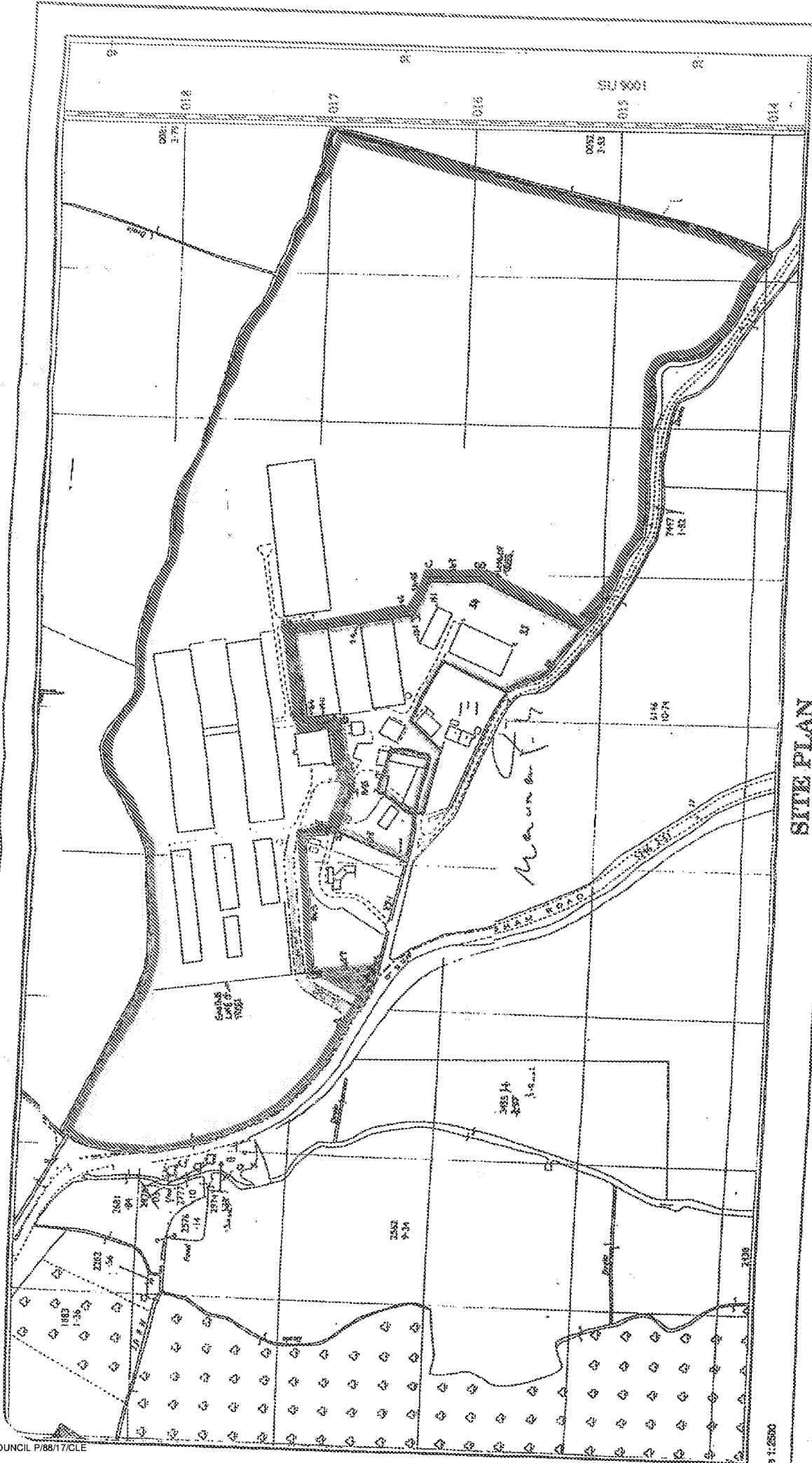
Address DEKUSAKKER 14 1740 DC WARMENHUIZEN
THE NETHERLANDS

Signed as a deed by ROUNDSTONE
NURSERIES LIMITED acting by two
directors

Sign here

Director

Director



SITE PLAN

Rowan House Baffins Lane Chichester West Sussex PO19 1UA Tel: (01243) 533633 Fax: 01243 531850
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