

ANNEXURE C
SERVICES DESIGN GUIDELINES

ROADS

GEOMETRIC DESIGN STANDARDS

The following criteria will be used in the new internal geometrical design:

- Lane widths
 - 3,5 m for one-way traffic without side-walks and kerbs
 - 3,0 m for one-way traffic with side-walks and kerbs
 - 6,0 m for two-way traffic with side-walks and kerbs
 - 4,5 m for S-curve or circle ramp one-way traffic
- Sight distances at intersection with municipal roads
 - 30 m minimum
 - 15 m stacking lengths
- Horizontal curves
 - The minimum horizontal curve radius is to be 6,0 m.
 - All horizontal curves of outside parking areas and access roads must accommodate Class SU-9 vehicles.

Access roads and heavy vehicle delivery points must accommodate Class B-12 vehicles for fire protection purposes. In addition, sufficient access must be provided for waste removal vehicles.

- Slopes on roads
 - Maximum gradient = 20 % over 30 m (not for asphalt surfaces)
 - Favoured maximum gradient = 12 %
 - Favoured minimum gradient = 1,5 %
 - Minimum gradient = 0,6 % (1,0 % for interlocking paving blocks)
- Slopes on parking areas
 - Maximum gradients:
 - 3,5 % along the length of a parking bay
 - 5,0 % across parking bays (direction of lanes) (preferred 4,0 %)
 - Minimum gradients:
 - 1,0 % for paving blocks in any direction (Preferred 1,5 %)
 - 0,6 % for asphalt surfacing in any direction
- Slopes on ramps
 - Maximum gradient = 16 %
 - Preferred 10 - 12 % for high traffic volumes
 - Blending 6 % for first and last 6 m of ramps (whichever is applicable)
- Slopes on pedestrian walkway, wheelchair ramps, etc
 - Maximum gradient 8 % (1:12)
 - Preferred gradient 6 % (1:16)
- Parking area dimensions
 - 2,5 m wide for 90° parking bays (2,9 m for 60° and 3,5 m for 45° parking)
 - 5,0 m long for 90° parking bays (5,3 m for 60° and 4,9 m for 45° parking)
 - 7,0 m road way between 90° parking bays (preferred 7,5 m with 5 m long bays) (5,4 m for 60° and 5,2 m for 45° parking)
- Vertical clearance
 - Minimum 2,1 m (entrance to basement parking)
 - Preferred 4,5 m on ground floor level

KERBING

All kerbing to comply with SABS specifications

In-situ or pre-cast pedestrian/wheelchair access ramps will be provided where required.

PAVEMENT DESIGN

In general, asphalt surfacing or interlocking paving blocks will be used as wearing course.

Design parameters

- o Design period : 20 years (minimum)
- o Traffic class : E1(0,2 - 0,8 x 10⁶ E803/lane). (Refer to Guidelines for the Provision of Engineering services and Amenities in Residential Township Development, CSIR)

Typical pavement designs (guide only)

Typical pavement designs are very much dependent on geotechnical conditions.

It is important to note that extreme variations to the typical information below can occur.

Typical pavement design for interlocking paving block surfacing for use with light vehicle movement in parking areas and parking bays.

- o Surfacing : 60 mm thick interlocking paving blocks. (30Mpa)
- o Sand Bedding : 25 mm thick graded sand bedding (SABS 1200-MJ)
- o Sub-base : 150 mm thick stabilised natural gravel compacted to 95 % modified AASHTO density, minimum UCS = 750 kPa at 95 % of modified AASHTO density (TRH 14-C4)
- o Upper selected : 150 mm thick natural gravel compacted to 93 % modified AASHTO density, minimum CBR = 15 at 93 % modified AASHTO density (in-situ or imported) (TRH 14- G7)
- o Lower selected : 150 mm thick natural gravel compacted 90 % modified AASHTO density, minimum CBR = 7 at 90 % modified AASHTO density (in-situ or imported) (TRH14-G9)
- o Fill (where needed) : 150 mm thick layers compacted to 90 % modified or roadbed AASHTO density, minimum CBR = 3 at 90 % modified preparation AASHTO density (TRH 14- G10)

Parking bays would be demarcated with road marking paint on the blocks.

Typical pavement design for 40 mm asphalt surfacing for use with heavy vehicle movement, on main access road and internal ring road. (Not recommended for loading docks and fuel tanker areas).

- o Surfacing : 40 mm semi-gap-graded asphalt with 19mm rolled in chippings
- o Base : 150 mm Crushed stone compacted to 88 % of apparent density (TRH 14- G1)
- o Sub-base : 150 mm stabilised gravel compacted to 95 % of modified AASHTO density, minimum UCS = 1 000 kPa at 95 % of modified AASHTO density (TRH 14-C4)
- o Upper selected : 150 mm in-situ or imported natural gravel compacted to 93 % of modified AASHTO density, minimum CBR = 15 at 93 % modified AASHTO density (TRH14-G7)
- o Lower selected : 150 mm in-situ natural gravel compacted to 93 % modified AASHTO density, minimum CBR = 7 at 93 % modified AASHTO density. (TRH 14-G9)
- o Fill (where needed) : 150 mm thick layers compacted to 90 % or roadbed modified AASHTO density, minimum preparation CBR = 3 at 90 % modified AASHTO density (TRH 14- G10)

The asphalt design is specifically designed to with-stand turning movements and heavy vehicle traffic, but at turning circles and loading docks the asphalt surfacing and crushed stone base course will be replaced with 80 mm thick interlocking concrete paving blocks, on 25 mm graded sand bedding.

STORMWATER DRAINAGE

HYDROLOGY

The following hydrological data will be used in the design of the stormwater drainage system:

Flood return period

- o 1:2 years for stormwater pipe systems (minor systems)
- o 1:20 years for the combined stormwater pipe and road systems (major system)

Average yearly rainfall = 750mm.

Design Method - Rational method for smaller catchment areas

DESIGN STANDARDS

The following standards were used in the design of the drainage system:

- o Minimum pipe size = 450mm diameter
- o Pipe material and class - Precast concrete 100D beneath parking areas and roads
- o Precast concrete class 75D in all other areas
- o All pipes to have spigot and socket joints with rubber rings and constructed to SABS 677 specifications
- o Minimum pipe gradient = 0.67% (1:150)
- o Installation - According to the requirements of local authority
- o Pipes laid soffit to soffit.
- o Maximum distance between manholes or junction boxes = <90,0m
- o Accessible manholes to be provided at each change of direction and at the junction of different stormwater lines
- o Minimum cover to pipes = 600mm or 300mm with stabilized backfill or soilcrete
- o Road crossing pipe trenches to be backfilled with stabilized material or soilcrete
- o Bedding - Class B bedding (SABS 1200-LB)
- o

STORMWATER SYSTEM

- o The majority of the run-off will be accommodated on roads, walkways and in pipework discharging into various stormwater attenuation ponds.
- o The existing stormwater will be incorporated into the new stormwater system which will be constructed in zones as per the phased construction of the development.
- o The roads and erven will drain through pipe networks to the attenuation ponds.
- o Stormwater will discharge into the various attenuation ponds via energy dissipators.

WATER SUPPLY AND RETICULATION DESIGN STANDARDS

The design of the water reticulation network will be done according to the "Guidelines for Human Settlement Planning and Design" (Red Book) issued by CSIR Building and Construction Technology and that the relevant municipal authorities guidelines.

- o Peak Hourly Demand (PHD)/ Instantaneous Peak : 4
- o Maximum static head : 90 m
- o Minimum residual head under conditions of domestic peak flows : 20 m
- o Maximum linear flow velocity under conditions of domestic peak flows (Dia = 150mm): 1,0m/s - 1.5 m/s
- o Maximum linear flow velocity under conditions of domestic peak flows (Dia = 200mm) : 1,5m/s - 2.5 m/s
- o Pipe type : uPVC pressure pipes
- o Minimum pipe class : Class 12
- o Hydrant Spacing : 240m Maximum
- o Fire flow at any one hydrant under the condition of domestic peak flows (one hydrant at a time) : 8 l/s
- o Minimum residual head (fire plus domestic peak flow) : 15 m
- o Maximum linear flow velocity under conditions of : 2,0 m/s fire-fighting
- o Boundary roughness (K-Value) : 0.1 mm
- o Flow formulae : D'Arcy Weissbach
- o Minimum pipe diameter : 90 mm
- o Minimum cover to pipes : 800mm for tarred roads and traffic areas 600mm for all other areas
- o Maximum cover to pipes : 1500mm for all areas
- o Sufficient isolation valves are to be installed such that usually a maximum of three and never more than five valves are to be operated to isolate any portion of the reticulation. Suitable approved scour and air release devices are to be installed at low and high points, respectively, in the network.

SEWERAGE DESIGN STANDARDS

The sewer reticulation design will be done according to the "Guidelines for Human Settlement Planning and Design" (Red Book) issued by CSIR Building and Construction Technology. The internal sewer rainage network will be designed as a gravity system, by computer assisted " Civil Designer" programs.

Peak factor	2.5
Peak Dry Weather Flow	(PDWF) ADF x peak factor
Peak Wet Weather Flow	PDWF x 15% (Stormwater infiltration)
Capacity of sewer :	To flow 80% full
Sewer pipe type :	uPVC Heavy Duty Class 34 to SABS 791
Minimum velocity :	0.7m/s
Minimum pipe Diameter :	110mm
Pipe type :	uPVC pressure pipes
Minimum pipe class :	Class 12
Minimum Gradient :	110mm – 1:60 160mm – 1:140 200mm - 1:200
Minimum depth of cover :	1.4m in Traffic Areas 1.0m in others
Manhole spacing :	Max 80m

Note : * The Average Daily Flow (ADF) was taken to be 80% of the water consumption.

23-02-2012

GRONDBESKIKBAARHEIDSOORENKOMS

aangegaan deur

FAURE AGRI VILLAGE (PTY) LTD

(hierna die **MAATSKAPPY** genoem)

en die

MYBURGH FAMILIE TRUST

(hierna die **TRUST** genoem)

Gesamentlik en afsonderlik

Verteenwoordig deur

AN DE WAAL

in sy hoedanigheid as gevolmagtigde van die Trust en gevolmagtigde Direkteur
van die Maatskappy

(hierna gesamentlik die **EIENAAR** genoem)

En

ASLA DEVCO (EDMS) BPK

Verteenwoordig deur Albé Laker in sy hoedanigheid gevolmagtigde as Direkteur

(hierna **DEVCO** genoem)

BOEKSTAWING

Die **TRUST** en die **MAATSKAPPY** is die geregistreerde **EIENAAR** van sekere
landbougrond in Stellenbosch Munisipaliteit soos hieronder beskryf.

DEVCO het sekere ontwikkelingsvoorstelle, wat vir die **EIENAAR** aanvaarbaar is,
gemaak en die **PARTYE** het konsensus bereik en ooreengekom om gevolg te gee
aan die voorstelle soos deur **DEVCO** gemaak.

Pfisterly
A G M
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1.1.4. "Herstruktureringssone"

'n geografiese gebied wat-

- (a) deur Stellenbosch Munisipaliteit met instemming van die Provinsiale Regering geïdentifiseer is vir doeleindes van maatskaplike behuising; en
- (b) deur die Nasionale Minister van Menslike Nedersetings in die Staatskoerant aangewys is vir die goeagekeurde projekte;

1.1.5. "Behuisingsbeleid"

"Gedeelte 3 van die Nasionale Behuisingsbeleid van 2009"

1.1.6. "Ontwikkeling"

Die GROND en erwe gesamentlik, die diens en onderverdeling daarvan en die konstruksie van die wooneenhede daarop;

1.1.7. "Ooreenkoms"

Hierdie Memorandum van Ooreenkoms insluitende alle aanhangsels hierby aangeheg;

1.1.8. "Partye"

die EIENAAR en DEVCO gesamentlik;

1.1.9. "Prokureurs"

Die Atebesorgers soos hierbo in 1.1.1 bepaal;

1.1.10. "Social Housing Regulating Authority (SHRA)"

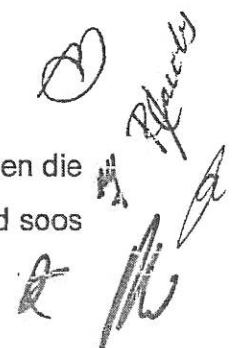
ingestel in terme van van die Wet op Maatskaplike Behuising

1.1.11. "Wet op Maatskaplike Behuising"

Wet No. 16 van 2008; Wet op Maatskaplike Behuising

1.1.12. "Faure Agri Village (Pty) Ltd"

Die Maatskappy wat besit word deur die Werkers Trust en die Myburg Familie Trust en die EIENAAR is van die Grond soos



**DERHALWE PLAAS DIE PARTYE HUL OOREENKOMS OP REKORD SOOS
HIERNA UITEENGESIT:**

1. INTERPRETASIE

1.1. In hierdie ooreenkoms is die opskrifte slegs vir gerieflikheidsonthalwe en sal nie na verwys word vir interpretasie doeleindes nie, tensy die konteks die teendeel daarvan toon; gebruik van die enkelvoud sal die meervoud insluit en omgekeerd; gebruik van een geslag sal die ander geslag insluit; verwysing na 'n maatskappy sal natuurlike persone insluit asook trusts, vennootskappe, beslote korporasies en vrywillige assosiasies; en, afsonderlik van daardie definisies reeds hierbo opgeneem, en tensy die konteks anders toon, sal die volgende voorwaardes en uitdrukkings die betekenis hê wat hul hieronder toegedig word en aanverwante uitdrukkings sal die ooreenstemmende betekenis hê:

1.1.1. "Aktebesorgers"

Oordragewende Prokureurs soos aangestel deur die EIENAAR, wat verantwoordelik is vir die oordrag van die grond soos omskryf in 1.1.3.2 hieronder aan die Maatskappy en die;

1.1.2. "Effektiewe datum"

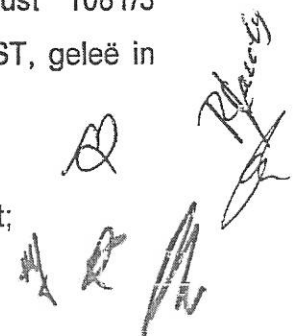
beteken die datum waarop die EIENAAR hierdie ooreenkoms onderteken;

1.1.3. "GROND"

1.1.3.1. Gedeelte 5 (Gedeelte van gedeelte 3) van die Plaas No 1081, geregistreer in die naam van die MAATSKAPPY, geleë in Stellenbosch en

1.1.3.2. Sekere gedeelte van die plaas Meerlust 1081/3 geregistreer in die naam van die TRUST, geleë in Stellenbosch,

waarvan die omvang bepaal sal word deur die Trust;



vervat in klousule 1.1.3.1, asook die entiteit waarin die ontwikkeling gaan plaasvind

- 1.2. Enige verwysing na wetgewing sal verwys na daardie wet soos op datum van ondertekening hiervan en soos van tyd tot tyd gewysig of her-ingestel;
- 1.3. As enige bepaling in 'n definisie 'n substantiewe bepaling is wat regte verleen of wat verpligtinge afdwing op enige party, ten spyte daarvan dat dit slegs in die definisie klousule is, sal uitvoering daaraan verleen word asof dit 'n substantiewe bepaling in die liggaam van die ooreenkoms is;
- 1.4. Waar enige getal dae voorgeskryf word in hierdie ooreenkoms, sal dit bereken word met uitsluiting van die eerste dag en insluiting van die laaste dag tensy die laaste dag op 'n Saterdag, Sondag of publieke vakansiedag val, in welke geval die laaste dag die daaropvolgende dag wat nie 'n Saterdag, Sondag of publieke vakansiedag is nie, sal wees;
- 1.5. Wanneer daar na bedrae verwys word in syfers en in woorde, sal die woorde van krag wees indien daar enige konflik tussen die twee ontstaan;
- 1.6. Uitdrukkings gedefinieer in hierdie ooreenkoms sal dieselfde betekenis dra in die aanhangsels tot hierdie ooreenkoms wat nie hul eie definisies bevat nie;
- 1.7. die *eiusdum generis* reël sal nie van toepassing wees nie en waar ookal die uitdrukking 'ingesluit' gebruik word gevolg deur spesifieke voorbeelde, sal sulke voorbeelde nie bedoel word as om die betekenis van die uitdrukking te beperk nie.

2. WERKSWYSE EN VERHOUDING TUSSEN DIE PARTYE

- 2.1. Die EIENAAR verleen hiermee die uitsluitlike ontwikkelingsregte in die GROND aan DEVCO vir die ontwikkeling van 'n dorpsgebied ten behoeve van Plaaswerkers en Plaasbewoners (hierna die "Begunstigdes" genoem) in terme van die Wet op Maatskaplike

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Behuising van 2008, die Nasionale Behuisingskode en enige ander toepaslike wetgewing en;

2.2. magtig DEVCO om;

2.2.1. met Stellenbosch Munisipaliteit (die Munisipaliteit) te onderhandel om die GROND as 'n dorpsgebied te ontwikkel vir die voorsiening van behuising aan die Begunstigdes;

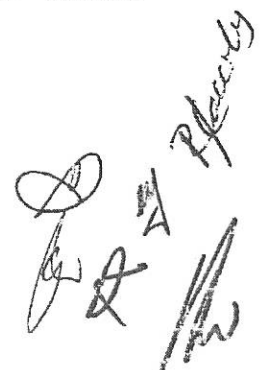
2.2.2. met die relevante Staatsdepartemente te onderhandel vir beskikbare befondsing

2.3. Om enige twyfel te voorkom, plaas die partye op rekord en kom ooreen dat in die uitvoering van hierdie ooreenkoms DEVCO sal optree as onafhanklike ontwikkelaar en kontrakteur, onderworpe aan die terme en voorwaardes hierin uiteengesit;

2.4. Niks in hierdie ooreenkoms sal 'n werkgewer/ werknemer verhouding, of 'n agentskap of 'n vennootskapsverhouding in enige vorm tussen die partye daarstel nie, of DEVCO magtig om as die EIENAAR se agent op te tree nie, of om enige verpligting van enige aard namens die EIENAAR op te loop nie, behalwe soos uitdruklik daarvoor in hierdie ooreenkoms voorsiening gemaak word nie.

3. ALTERNATIEWE TOT HERSTRUKTURERINGSONE EN BEFONDSING

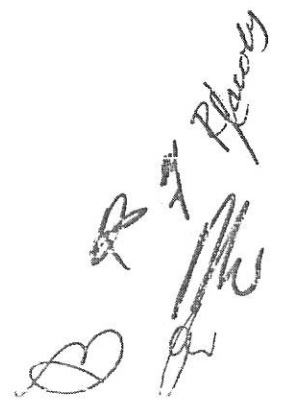
Indien die aansoek om insluiting van die GROND as Herstruktureringsone in die Munisipaliteit en/of 'n aansoek om Befondsing vir Maatskaplike Behuising onsuksesvol is, onderneem DEVCO om alternatiewe te ondersoek en voorstelle aan die EIENAAR en/of die toepaslike owerheid te maak vir die sinvolle ontwikkeling en befondsing van behuising op die GROND.



4. DIE EIENAAR SE VERPLIGTINGE

Die EIENAAR onderneem om, op versoek van DEVCO

- 4.1. alle die nodige dinge te doen en alle nodige dokumente en volmagte te teken om alle sodanige toestemmings, permitte, lisensies, onderverdelings, hersonerings en dies meer te bekom, soos wat deur DEVCO vereis mag word, om die ontwikkeling van die grond te laat plaasvind;
- 4.2. die Munisipaliteit in samewerking met DEVCO te nader vir die insluiting van die GROND as Herstruktureringssone, om sodoende die aansoek vir befondsing in terme van die Maatskaplike behuisingsbeleid moontlik te maak.
- 4.3. die Grond soos omskryf in klousule 1.1.3.2 hierbo beskikbaar te stel aan die MAATSKAPPY vir die ONTWIKKELING
- 4.4. alle aansoeke vir befondsing te ondersteun.
- 4.5. Kapitaal te voorsien of te finansier, soos bepaal in die goedgekeurde besigheidsplan vir die eenhede deur die EIENAAR opgeneem in die ontwikkeling;
- 4.6. in samewerking met DEVCO ander aandeel en/of belanghouers vir die Maatskappy en/of kopers van eenhede te identifiseer om aandele en/of wooneenhede aan hulle beskikbaar te stel teen vergoeding;
- 4.7. die Maatskappy te bedryf soos vereis deur die Wet op Maatskaplike Behuising en die Maatskaplike Behuisingsbeleid;



5. DEVCO SE VERPLIGTINGE

DEVCO sal:

- 5.1. die ontwikkelingsregte vir die Grond vanaf die verskeie Owerhede so gou doenlik verkry;
- 5.2. die EIENAAR van dokumentêre bewyse voorsien dat al die vereiste toestemmings en goedkeurings verkry is;
- 5.3. die vereistes van enige statutêre en/of relevante owerheid nakom en kennis gee soos deur enige statutêre en/of relevante owerheid vereis en alle fooie en kostes in hierdie verband betaal.
- 5.4. in samewerking en namens die EIENAAR die Munisipaliteit nader vir die insluiting van die GROND as Herstruktureringsone, om sodoende die aansoek vir befondsing in terme van die Maatskaplike behuisingsbeleid moontlik te maak.
- 5.5. 'n ontwikkelingsvoortel en sakeplan wat aan die Wet op Maatskaplike Behuising en die Nasionale Behuisingsbeleid voldoen, aan die EIENAAR en daarna aan SHRA en/of Departement van Menslike Nedersettings voorlê vir goedkeuring
- 5.6. 'n projek aansoek namens die EIENAAR saamstel en indien by SHRA en/of Departement van Menslike Nedersettings vir goedkeuring;
- 5.7. aansoeke vir die befondsing van grootmaatdienste names die EIENAAR by Stellenbosch Munisipaliteit indien vir goedkeuring;
- 5.8. die ontwerp, konstruksie en installering van alle ingenieursdienste onderneem, insluitende grootmaat, verbinding, eksterne en interne dienste in ooreenstemming met Stellenbosch Munisipaliteit se dienste

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standaard. DEVCO mag afwyk van die standaard met voorbehoud dat die afwyking deur Stellenbosch Munisipaliteit goedgekeur is.

- 5.9. die ontwerp en bou van die Bo-strukture onderneem, in ooreenstemming met die spesifikasies, standarde en vereistes van die Departement van Behuising en die EIENAAR.

6. VERGOEDING

6.1. DEVCO onderneem om die dienste soos uiteengesit in klousule 5 van hierdie ooreenkoms aan die EIENAAR te lewer teen die tariewe soos uiteengesit in die Besigheidsplan opgestel in terme van die Nasionale Behuisingsbeleid en soos deur die Departement van Behuising, SHRA en die EIENAAR goedgekeur.

6.2. Fondse betaalbaar deur die staat aan die EIENAAR vir werk deur DEVCO gelewer, sal betaalbaar wees aan DEVCO op vordering en onmiddelik na ontvangs deur die EIENAAR.

6.3. Betaling vir dienste gelewer deur DEVCO en betaalbaar deur die EIENAAR uit eie kapitaal, soos bepaal in klousule 4.5 en ~~5.4~~ hierbo sal op vordering aan DEVCO betaalbaar wees. ^{5.5}

6.4. Alle betalings in terme van hierdie ooreenkoms sal gemaak word in die geldeenheid van die Republiek van Suid-Afrika, sonder enige aftrekkings, en gedurende normale kantoorure by die EIENAAR se domicilium of enige ander plek soos die partye van tyd tot tyd skriftelik mag aanwys.

7. BEPERKING OP REGSVERKRYGING

DEVCO sal nie op enige manier van enige van sy regte en/of belange en/of verpligtinge of enige gedeelte daarvan afstand doen of vervreem sonder dat

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die skriftelike goedkeuring van die EIENAAR vooraf verkry is nie, welke goedkeuring nie onredelik weerhou sal word nie.

8. KONTRAKBREUK

Indien enigeen van die PARTYE in enige een of meer van die volgende aspekte in gebreke bly:

- 8.1. die ekwivalent van 'n daad van insolvensie pleeg wat binne die betekenis van Artikel 8 van die Wet op Insolvensie no 24 van 1939, soos gewysig, val, of as enige kompromis met enigeen van sy krediteure voorgestel word of as 'n aansoek vir die likwidasië of geregtelike bestuur van van 'n PARTY gebring word of as enige gronde bestaan vir die likwidasië of geregtelike bestuur van enigeen van die Partye of indien 'n PARTY toelaat dat enige finale vonnis teen homself onbevredig bly vir 'n tydperk van veertien (14) kalenderdae of langer; of

Indien 'n PARTY versuim om enige verpligting wat op hom rus in terme van hierdie ooreenkoms na te kom en voortgaan met sodanige versuim vir 'n periode van meer as dertig (30) kalenderdae na ontvangs van 'n skriftelike kennisgewing vanaf die ander PARTY waarin die versuim gespesifiseer word en die herstel daarvan geëis word (of binne so 'n verlengde periode as wat redelik vereis mag word vir die herstel van so 'n kontrakbreuk sou dertig (30) kalenderdae nie redelik wees nie) of indien 'n PARTY so aanhoudend die terme en voorwaardes van hierdie ooreenkoms verbreek dat dit die ander PARTY sal regverdig om die standpunt te huldig dat die PARTY se optrede inkonsikwent is met die bedoeling of vermoë om hierdie terme en voorwaardes uit te voer; dan sal die ander PARTY geregtig wees, maar nie verplig nie, sonder benadeling van regte enige eise wat dit in die reg mag hê vir skadevergoeding of enige ander remedie, om die ooreenkoms te beëindig en om die PARTY wat kontrak breek se verpligtinge daarvolgens oor te neem.

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9. ARBITRASIE

9.1. Indien enige dispuut sou ontstaan uit of in verband met hierdie ooreenkoms, sy beëindiging of kansellasië of die inhoud daarvan, insluitende deliktuele eise of vir rektifikasie van die ooreenkoms, mag enige party verklaar dat 'n dispuut bestaan deur skriftelik kennis te gee aan die ander party;

9.2. Die partye of hul genomineerdes moet binne tien (10) werksdae vanaf ontvangs van die kennisgewing verwys in klousule 8.1 hierbo, probeer ontmoet; en

9.2.1. die dispuut bylê; of

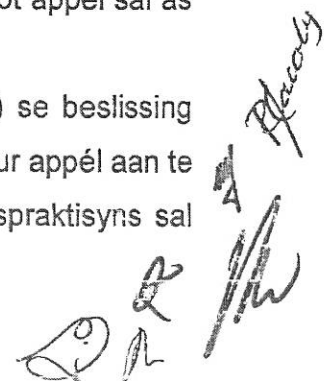
9.2.2. ooreenkoms op 'n proses om die dispuut by te lê, insluitende om die saak na senior bestuur te verwys vir geskil oplossing; of

9.2.3. ooreenkoms om die aangeleentheid vir arbitrasie in terme van die bepalinge van klousules 8.3 en 8.4 hieronder te verwys;

9.2.4. Indien die partye of hul genomineerdes nie bymekaarkom of nie handel met die dispuut soos voorgeskryf in klousule 9 hierbo of nie die dispuut binne tien (10) werksdae sedert die aanvang van die proses beskryf in klousule 8.2 hierbo nie, sal die dispuut geag verwys te wees vir arbitrasie deur die partye en sal dit finaal opgelos word in ooreenstemming met die Reëls van die Arbitrasie Stigting van Suid Afrika ("AFSA") deur 'n arbiter of arbiters aangestel deur AFSA, met dien verstande dat enige arbiter so aangestel 'n praktiserende advokaat van die Hoë Hof van Suid Afrika moet wees met ten minste 15 jaar toepaslike ervaring wie deur die Voorsitter van die Kaapse Balieraad aangewys sal word.

9.3. Enige beslissing deur die arbiter(s) sal onderworpe wees daaraan dat die partye die reg tot appèl sal hê. Die partye se reg tot appèl sal as volg uitgeoefen word:

9.3.1. Enige party sal geregtig wees om die arbiter(s) se beslissing soos verwys na in klousule 8 hierbo te betwis deur appèl aan te teken na 'n appèl tribunaal wat uit drie (3) regspraktisyns sal

Handy


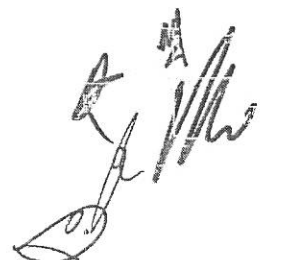
bestaan, waarvan ten minste een 'n praktiserende senior advokaat sal wees en die oorblywende lede praktiserende advokate en/of prokureurs met ten minste vyftien jaar toepaslike ervaring;

9.3.2. Enige party sal geregtig wees om appél aan te teken binne tien (10) nadat die arbiter(s) sy/hulle beslissing gegee het soos verwys na in klousule 8.2 hierbo, deur skriftelike kennisgewing daarvan af te lewer aan die ander party(e);

9.3.3. Die partye sal binne vyf (5) dae na aflewering van die kennisgewing van appél ooreenkom wie die lede van die appél tribunaal sal wees, by gebreke waarvan die appél tribunaal aangewys sal word deur AFSA.

9.4. Enige arbitrasie waarvoor voorsiening gemaak word in hierdie ooreenkoms sal gehou word te Kaapstad en sal behartig word in ooreenstemming met die reëls van AFSA, behalwe as die partye skriftelik anders ooreengekom het. Sou AFSA nie bestaan nie, sal die arbitrasie behartig word in ooreenstemming met die formaliteite en prosedures deur die arbiter bepaal om 'n arbitrasie te bewerkstellig wat informeel en op 'n opsommende wyse behartig word volgens die prosedure soos in die Reëls van AFSA gepubliseer is in hul laaste formaat. Dit is die ooreenkoms van die partye dat die nie nodig sal wees om die gewone formaliteite of prosedure of streng bewysregreëls wat in normale geregtelike prosedures van teenstrydende aard gevolg word, uit te voer nie. Behalwe vir voorgenoemde, sal die arbitrasie onderworpe wees aan die Wet op Arbitrasie, 1965;

9.5. Die bepalings van klousules 8.2 tot 8.4 hierbo sal nie afbreuk doen aan die reg van 'n party om aksie inte stel in die Howe vir beskerming van enige regte hangende die geskiloplossing tussen die partye in terme van klousules 8.2 tot 8.4 hierbo nie.

Rhodes


10. ALGEMEEN

- 10.1. Hierdie ooreenkoms maak die volle ooreenkoms tussen die partye uit;
- 10.2. Geen party sal gebonde wees aan enige uitdruklike of geïmpliseerde term, voorstelling, waarborg, belofte of dies meer wat nie hierin op rekord geplaas is nie;
- 10.3. Geen byvoeging tot, wysiging, of eenstemmige kansellasië of herlewing van hierdie ooreenkoms sal van enige effek wees tensy dit op skrif en deur of namens al die partye onderteken is nie;
- 10.4. Geen toewysing wat enige party aan die ander mag maak sal 'n afstanddoening van enige regte van daardie party daarstel nie en sal, nie daardeur verhinder word om enige regte teen die ander party uit te oefen wat in die verlede ontstaan het of in die toekoms mag ontstaan nie;
- 10.5. Enige diagram of skets wat deur DEVCO aan die EIENAAR voorgelê is voor die verkryging van die goedkeurings waarna verwys word in klousule 3 hiervan, sal slegs verduidelikend van aard wees en nie bindend op DEVCO in enige manier hoegenaamd met betrekking tot die ontwikkeling nie;

11. DOMICILIA EN KENNISGEWINGS

- 11.1. Die partye kies domicilium citandi et executandi ("domicilium") vir doeleindes van kennisgewing, betaling van enige bedrag, die betekening van enige prosesstuk en vir enige ander doel voorspruitend uit die ooreenkoms soos volg:

11.1.1. die EIENAAR: MEERLUST PLAAS
R310, BADEN POWELL DRIVE
STELLENBOSCH

11.1.2. DEVCO: p/a Asla DEVCO (Edms) Bpk
 Broadlandsweg 233
 Gordonsbaai, 7150

Handwritten signatures and initials, including the name "Alacoys" written vertically.

- 11.2. Elkeen van die partye sal geregtig wees om van tyd tot tyd by wyse van skriftelike kennisgewing aan mekaar sy domicilium te wysig na enige ander adres in die Republiek van Suid Afrika, wat nie 'n posbus of poste restante is nie;
- 11.3. Enige kennisgewing in terme van hierdie ooreenkoms wat nodig of toelaatbaar mag wees sal slegs geldig en effektief wees as dit skriftelik gedoen word;
- 11.4. Enige kennisgewing en enige betaling wat gemaak is deur een party aan die ander ("die geadresseerde") wat –
 - 11.4.1. per hand afgelewer is gedurende die normale besigheidsure van die geadresseerde by the geadresseerde se domicilium vir die huidige sal geag ontvang te wees, tot die teendeel bewys is, op die tyd van aflewering;
 - 11.4.2. gepos is per voorafbetaalde geregistreerde pos vanaf 'n adres binne die Republiek van Suid Afrika aan die geadresseerde se domicilium vir die huidige, sal geag word ontvang te wees deur die geadresseerde, tot die teendeel bewys is, op die vyfde (5de) dag na die datum op die posstuk;
 - 11.4.3. by wyse van faks afgesend is, sal geag ontvang te wees (in die afwesigheid van enige bewys tot die teendeel) binne een (1) uur van afsending waar afsending gedurende normale besigheidsure van die ontvangende faks instrument plaasvind en binne twee (2) ure vanaf aanvang van die volgende besigheidsdag as dit buite daardie besigheidsure afgesend is.

12. KOSTES

Elke party in hierdie ooreenkoms sal die kostes betaal ten opsigte van die opstel en voorbereiding van hierdie ooreenkoms soos deur die partye ooreengekom.

Handwritten signatures and initials, including the name "P. J. J. J."

13. JURISDIKSIE

Die partye kom ooreen dat enige aksie wat dalk mag ontstaan, direk of indirek van hierdie ooreenkoms, by wyse van arbitrasie besleg sal word, soos hierbo bepaal, en, andersins, insoverre dit enige regsproses in die Hoë Hof van Suid-Afrika betref, alleenlik ingestel sal word in die Hoë Hof van die Wes-Kaap, Kaapstad.

GETEKEN te STELLENBOSCH..... op hierdie 24^{de} dag van 2012

AS GETUIES:

1. Deingeld

vir en namens DIE EIENAAR
per:

2. R. Jacobs

R. Ndlovu
Die ondergetekende wie
waarborg dat hy hiertoe gemagtig
is

GETEKEN te STRAND..... op hierdie 24^e dag van 2012

AS GETUIES:

1. [Handwritten Signature]

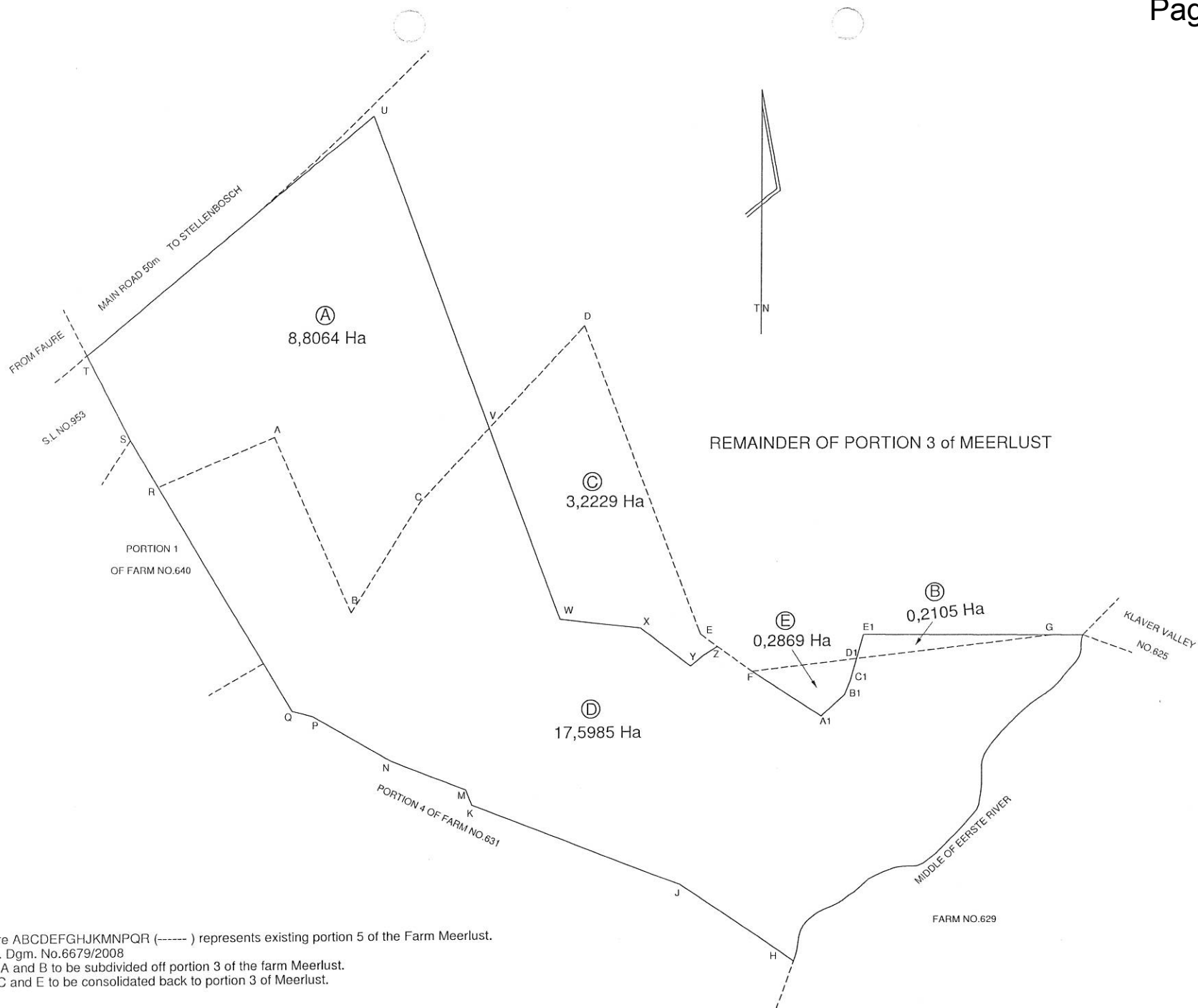
vir en namens DEVCO
per:

2. [Handwritten Signature]

[Handwritten Signature]
Die ondergetekende wie
waarborg dat hy hiertoe gemagtig
is

Appendix 2

Proposed subdivisional Plan



NOTES:

- 1) The figure ABCDEFGHJKMNPQR (-----) represents existing portion 5 of the Farm Meerlust.
See S.G. Dgm. No.6679/2008
- 2) Figures A and B to be subdivided off portion 3 of the farm Meerlust.
- 3) Figures C and E to be consolidated back to portion 3 of Meerlust.

Appendix 3

Proposed site development plan



MEERLUST

FARM 1081 ptns 3 & 5

STELLENBOSCH

DRAFT LAYOUT

PLAN 1

- Application Area (±23.95ha)
- Cadastral Boundaries
- 100 Year Floodline
- Existing Servitude
- Contour Lines (0.5m Interval)

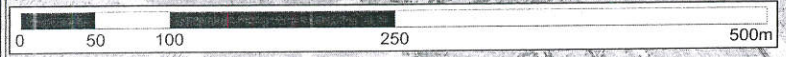
Land Use	Area (ha)	Unit Amount	%
Private Open Space	4.29ha	7	16.2
Sport	1.67ha	1	6.3
Flood Plain	4.20ha		15.9
Single Res. = 170m ²	3.67ha	199	13.9
Single Res. = 209m ²	5.03ha	232	19.1
Single Res. = >209m ²	2.30ha	49	8.6
Community Facility	0.59ha	1	2.2
Road	4.69ha		17.8
TOTAL	26.44ha	489	100

PLEASE NOTE:
All boundary line positions, distances and property sizes need to be verified by a Professional Land Surveyor.

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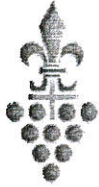
	DATE	28 April 2015	COPYRIGHT RESERVED	CLIENT
	SCALE	See linescale		
	PLAN NO.	1		

FILE NAME:
URBAN DYNAMICS WESTERN CAPE
TOWN & REGIONAL PLANNERS
SEA VIEW BUILDING
NO 3 DAWOOD WAY
BELLVILLE - 7520
PO BOX 2495
BELLVILLE
7520
TEL: (021) 948 1565
FAX: (021) 948 1588
WWW: www.udwp.co.za
URBAN DYNAMICS WESTERN CAPE INC REG. NO. 950962/21



Appendix 4

Directorate Engineering Services comments



STELLENBOSCH

STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNISIPALITEIT • UMASIPALA • MUNICIPALITY



Our Ref/Ons Verw: Farm 1081/3, meerlust, Stellenbosch

Date: 27 Juné 2016

Mr Jannie du Toit
STAC Consulting Engineers cc
99 Jip de Jager Avenue
Bellville
7530

BULK MUNICIPAL WATER AND SEWER ENGINEERING SERVICES DELIVERY: FARM 1081/3 FAURE AGRI VILLAGE (MEERLUST), STELLENBOSCH

Your request for a confirmation that this municipality will not be able to service the specific development with bulk water and sewer services has reference.

Although the portion of land does fall within the jurisdiction area of the greater Stellenbosch, the municipality will not be able to provide the development with bulk water and sewer services seeing that we do not have any bulk water and sewer infrastructure close to the planned development.

This letter then serves as a confirmation of this situation and the fact that the development will be able to get the necessary bulk water and sewer services from the City of Cape Town Metropolitan Municipality.

With regards to development contributions (DC's) it is therefore confirmed that no water and sewer DC's are payable to Stellenbosch Municipality. However please note that roads, stormwater and solid waste DC's are payable seeing that we do provide the function of roads, stormwater and a landfill site to the development. No electricity DC's are payable seeing that they will deal directly with Escom

Yours faithfully

**Willem Pretorius (Pr Eng, PMP)
MANAGER: DEVELOPMENT SERVICES AND PROJECT MANAGEMENT**

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F 1081/3 S
438983

Appendix 5

Manager: Spatial Planning, Heritage & Environment comments



STELLENBOSCH

STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

Spatial Planning, Heritage and Environment

1081/3.

To : Head: Customer Interface & Administration
From : Manager: Spatial Planning, Heritage & Environment
Date : 19 April 2016
Re : Application for designation of land and to regulate the subdivision of such land and to provide for matters connected therewith Farm 1081/3 & 5, Baden Powell Road, Stellenbosch (Meerlust)



1. I refer to your request for comment on the above application. Please accept my apologies for the late reply.
2. The proposal to develop the Faure "agri-village" consisting nearly 500 on Meerlust must be tested against the approved spatial planning policy of council as represented by the Spatial Development Framework (SDF).
3. The SDF was approved by Council on 28 February 2013 and was included in the Integrated Development Plan (IDP) as the spatial policy.
4. There are seven strategic perspectives that will guide the future spatial development of Stellenbosch. The seven strategic perspectives which will be discussed in greater detail below are:
 - The development of interconnected urban nodes;
 - To reduce the dependence on the use of private motor vehicles;
 - Growing the economy and integrating small business opportunities into the main stream economy
 - The Optimal Land Use
 - Protecting our natural resources through sustainable use;
 - The protection of agricultural land for the purposes of food production; and
 - Looking after our cultural heritage
5. In order to accommodate and facilitate the above development principles the SDF promotes the accommodation of all residential land units within the existing twelve urban areas or nodes where all residents have access to communal facilities such as schools, clinics, churches, shops, business opportunities associated with normal urban development and access to public transport

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facilities. This includes housing for farm workers. Such development will optimize the opportunity for integration on a social and economic level. On the other hand, the SDF calls for the preservation of agricultural land and the improvement of agricultural practices in order to optimally use land for food production which on the contributes significantly to the economy and the creation of employment opportunities.

6. Meerlust is admittedly one of the oldest and most historic wine farms and wineries in South Africa and of international acclaim. There is very little doubt about the value and productivity of the agricultural land unit and its contribution to the GDP and of Stellenbosch and its contribution to the provision of employment opportunities. As a productive agricultural unit the SDF therefor applies in as far as it promotes the preservation of agricultural land.
7. The provision of infrastructure services and the management and maintenance thereof within an existing built up and serviced area was proven to be more affordable from a CAPEX and OPEX point of view and significantly so over the long term. Economically speaking the strategy to compact existing urban areas as opposed to creating and servicing new urban settlements is therefore preferred above the latter strategy. According to the proposal CoCT will provide the infrastructure services for the development of the Faure Agri-village.
8. The Stellenbosch municipal area is under severe pressure for urban development at its border with City of Cape Town (CoCT) to the south in the vicinity of Faure and De Wijnlanden and to the northwest at Brackenfell and Kraaifontein where CoCT has developed right up to the municipal boundary. Development of agricultural land between these two pressure points is much more manageable due to topographical consideration which makes a much more difficult and expensive. A number of agricultural properties in the vicinity of Faure and thereby were purchased by developers in anticipation of the expansion of a sprawling suburban development of CoCT. The development of the agri-village will create a precedent that will have dire implication for Stellenbosch in the future.
9. Should the same principle of providing residence in existing built-up urban areas apply to CoCT, the purchasing and development of property within Faure would have been the preferred option as the Meerlust property is located within easy walking distance of Faure and will in all probability function as an extension of Faure rather than Stellenbosch. It is therefore understandable that the applicant refers to the development as the "Faure agri-village".
10. The proposed Faure agri-village will, over the short term, experience pressure to grow and extend beyond the area currently envisaged. Already the applicant refers to the requests from surrounding farms to include their farm workers in the village resulting in the extension of the village before it was even developed. It is this department's contention that this pressure for urban development (on agricultural land) will only increase in future inevitably leading to sprawl. It also begs the question as to why farm workers of all the properties with a stake in this

development do not provide adequate residential facilities on the individual farms itself.

11. From the above it is this department's considered opinion that the proposed development departs from the current approved council policy. The argument illustrates that the sustainability of such a development is questionable in the long run. The department is also of the view that a development of this nature on agricultural land on the municipal boundary with CoCT will put unbearable pressure on Stellenbosch to accommodate urban sprawl spilling over from CoCT.
12. As the Stellenbosch municipality cannot efficiently and economically service development in this area and service will mostly be supplied from CoCT an argument can be made for the inclusion of the agricultural land or parts thereof, into the jurisdiction of CoCT. The same argument will be valid along the north western border with CoCT where services are also provided by CoCT and the inclusion into that municipality makes more sense.

This department is therefore not in support of the development in its current form.

pp. *B de la Bat*

.....
B de la Bat

MANAGER: SPATIAL PLANNING, HERITAGE AND ENVIRONMENT

Appendix 6

Legal comment

tt: +27 (0) 21 001 1170

f: +27 (0) 86 541 7085

Unit F1, Block A, Stellenpark, Business Park
Cnr R44 & School Rd Stellenbosch, 7600
PO Box 1097, Stellenbosch, 7599
DX 15 Somerset West Stellenbosch

**DIRECTOR: PLANNING AND ECONOMIC
DEVELOPMENT**

Stellenbosch Municipality
STELLENBOSCH

andres@stbb.co.za | www.stbb.co.za

Your Ref:

Our Ref: AHS/S567-28050

Date: 27 September 2016

Dear Sir,

RE: FAURE AGRI VILLAGE ON FARM 1081/3, STELLENBOSCH DIVISION: APPLICATION FOR DESIGNATION OF LAND AND TO REGULATE THE SUBDIVISION OF SUCH LAND AND TO PROVIDE FOR MATTERS CONNECTED THEREWITH IN TERMS OF THE PROVISION OF LAND AND ASSISTANCE ACT NO 126 OF 1993

1. We act in this matter on behalf of Stellenbosch Municipality (the Municipality).
2. The Municipality has instructed us to provide external legal comments regarding the application of Faure Agri Village (Pty) Ltd (the Applicant), in terms of Section 2(1)(c) and (4) of the Provision of Land and Assistance Act No 126 of 1993 (the Act), for the following:
 - 2.1 The subdivision of Farm No. 1081/3 into Portion A (8.8064ha), Portion B (0.2105ha) and a Remainder;
 - 2.2 The subdivision of Farm No. 108/5, Stellenbosch into Portion C (3.2229ha), Portion D (17.5985ha) and Portion E (0.2869ha);
 - 2.3 The consolidation of Portion C and E for the Remainder of Farm No. 1081/3, Stellenbosch;
 - 2.4 The consolidation of Portion A, B and D (26.6ha) to establish a Agri Village consisting of 7 private open spaces, a 1.67ha sports area, 199 erven for affordable houses, 232 erven for middle income houses, 49 existing houses which will be upgraded for senior staff members and a community facility.
3. The internal departments of the Municipality have strongly recommended that the aforementioned applications not be supported by the Municipality. The reasons for the aforementioned recommendation are recorded in some detail in the reports which accompanied the Applicant's application.
4. The internal departments did however recommend that consideration be given to the possibility that the municipal boundary between the Municipality and the City of Cape Town be amended in terms

Attorneys Notaries & Conveyancers

Directors: Jonathan Steytler (Managing) | Stoffel Ackermann | Martin Bey | Jacques Bignaut | Darren Brander | Luthfeya Cassim | Tim Chase | Melanie Coetzee | Thabisile Dlamini | Refqah Fataar Ho-Yee | Niel Grundlingh | Warren Hamer | Bev l'Ons-Raeburn | Gerhard Kotze | Belinda Lewis | Robert Mathhare | Corlene Mostert | Hennie Mouton | Martine Newman | James Phillipson | Cris Riego de Dios | Martin Sheard | Roshana Solomon | Nicole Stevens | Philip Steyn | Lauren Sullivan | Maritze Swart | Dumisani Tabata | June Theron | Annetjie van Rooyen | Percy van Staden | Ferdinand Verryn | Shereen Volks | Allan White

Senior Associates: M Botha | D Du Plessis | H Dyssel | H Ferreira | J Foxcroft | N Hayes | V W Jooste | D Starkey | A Voges | A Wiese

Associates: G Barends | S Chettiar | J Greyling | J Hamers | L Mace | N Mentoor | B Mostert | G Potgieter | K Richards | H Scudamore | T Smit | A Van Vuuren | L Verbeek | T Wainwright | M Williams

Executive Consultants: Peter Arnot | Kevin Daniel | Harry Friedland | Lizelle Kilbourn | Graham Liebenberg | Andy McPherson | Andre Swart | Colin Traub | Richard Volks

Financial Manager: Cullen Penny

Cape Town: 021 406 9100 | Bedfordview: 011 453 0577 | Centurion: 012 001 1546 | Claremont: 021 673 4700 | Fish Hoek: 021 784 1580 | Illovo: 011 219 6200 | Menlyn: 012 348 1682 | Somerset Mall: 021 850 6400 | Stellenbosch: 021 001 1170 | Table View: 021 521 4000 | Tyger Valley: 021 943 3800

Registration No: 1992/003316/21
VAT Reg No: 4670133877

of the Local Government: Municipal Demarcation Act No 27 of 1998, so as to include the proposed development within the boundaries of the City.

5. We are of the firm view that the aforementioned recommendations of the internal departments are well founded and should be supported from a legal perspective.
6. It is a known fact that the constitutionality of the Act is questionable for a variety of reasons, which reasons are beyond the scope of these comments.
7. Other authorities with shared jurisdiction, as far as development applications of this kind are concerned, have also expressed serious concerns regarding the constitutionality of the Act and the manner in which development approvals were granted in the recent past in terms of the Act. We specifically refer to the attached Circular of the Western Cape Department of Environmental Affairs and Development Planning dated 15 July 2016 and would like to emphasize the following parts of this circular:

'2.12. ... while PLAA was used to empower DRD&LR to also perform the "municipal planning" functions prior to the Constitution, this power fell away when the Constitution came into effect. From the date of effect of the Constitution, PLAA had to be administered concurrently with "municipal planning" administered by Municipalities. As allowed for by section 2(4) of PLAA, if in certain instances there is still a need to designate land in terms of section 2(4) of PLAA, DRD&LR must, in order to not be inconsistent with the Constitution, in all instances direct that the municipal planning and provincial planning laws also still apply together with any other legislation that also still apply.

2.14. With regard to the fact that PLAA must be administered concurrently with the other applicable legislation, the South African Law Reform Commission in their December 2011 Report on the Legislation Administered by the DRD&LR which formed part of Project 25: Statutory Law Revision found that while PLAA was drafted and enacted prior to the Constitution, PLAA was still useful in certain instances, and "especially useful in that the designations invariably connect environmental and developmental issues with the initial designation of land. This is noteworthy because environmental conservation and the achievement of development goals are not necessarily included in the various individual land redistribution tools as such" and that "Published notices also include references to environmental conservation (e.g. the carrying capacity of land is invariably set out in the notice and compliance with the water legislation is usually specifically provided for) and development". ...

2.15. The designations in terms of PLAA that were brought to our attention however do not direct or condition that the other legislation also still applies. Whether or not a designation in terms of PLAA directs or conditions it or not, a designation in terms of PLAA can no longer do away with the "municipal planning", "provincial planning" and other legislative requirements that are also still to be complied with. The fact that the Minister of Rural Development and Land Reform may have approved a development in terms of the Land Reform: Provision of Land and Assistance Act, 1993 (Act No. 126 of 1993) does not allow for development to commence without all other legislative requirements being met.

2.16. To date all Municipalities in the Western Cape, bar one, have introduced the new planning regime through implementing the Spatial Planning and Land Use Management Act, 2013 (Act No. 16 of 2013) ('SPLUMA'), the Western Cape Land Use Planning Act, 2014 (Act No. 3 of 2014) and their own Municipal Land Use Planning Bylaws.

2.17. *This new planning regime has to be adhered to when “the subdivision of agricultural land and the establishment of townships” are being applied for, as both categories of applications represent “municipal planning” functions.’*

8. We recommend that the applications, with the exception of the possible demarcation of the municipal boundaries, not be supported by Council.

Yours faithfully

ANDRE SWART
STBB | Smith Tabata Buchanan Boyes