

7.5.3

APPLICATION TO ACQUIRE LAND FOR A CLINIC IN LANQUEDOC

## 1. PURPOSE OF THE REPORT

To consider a request from the Western Cape Government (Department of Transport and Public Works) to acquire land in Lanquedoc for the purpose of a clinic.

## 2. BACKGROUND

### 2.1 Application for land for a clinic

Hereto attached as **APPENDIX 1** a copy of a letter received from the Western Cape Government, Department of Transport and Public Works, acquiring about the possible transfer of erven 135,136,137,138 and 105, Lanquedoc.

## 3. DISCUSSION

### 3.1 The Site

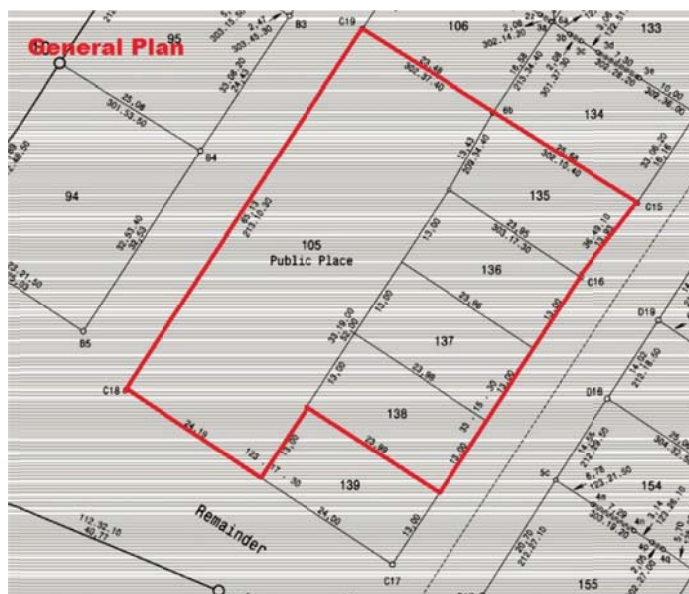
The land is situated between Protea and Erica streets, where it meets up with Church Street, as indicated on Fig 1, 2 and 3, respectively.



Fig 1: Locality: Local and Town context



Fig 2: Locality and Context



**Fig 3: General Plan**

**a. Ownership**

Erven 135-138 is currently owned by the Lanquedoc Housing Association, whilst ownership of erf 105 (a Public Open Space) vests with Stellenbosch Municipality.

An application for the gratis transfer of a number of residential erven to Stellenbosch Municipality, including erven 135-138 was approved by Council on 2016-05-25 (item 8.2), but the properties have not yet been transferred to the municipality.

**b. Current Zoning**

As indicated above, erf 105 is zoned as P.O.S, whilst erven 135-138 are zoned single residential.

Should Council indeed approve of the disposal of the erven to the Provincial Government, it should be made subject to the successful closure of the P.O.S and rezoning of the properties to allow for a clinic.

**3.4 Legal requirements**

In terms of Section 14(2) of the MFMA a Municipality may dispose of a capital asset, but only after the municipal council, in a meeting open to the public –

- (a) has decided on reasonable grounds that the asset is **not needed** to provide the minimum level of **basic municipal services**; and
- (b) has considered the **fair market value** of the asset and the **economic and community value** to be received in exchange for the asset.

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In terms of Section 40 of the Municipal Supply Chain Management Regulations, a municipality's supply chain management policy must, *inter alia*, specify the ways in which assets may be disposed of to another organ of state at market related value or, whether free of charge.

Such policy must stipulate that **immovable property may be sold only at market related prices, except when the public interest or the plight of the poor demands otherwise.**

Stellenbosch Municipality's Supply Chain Management Policy, however, is silent on ways in which assets may be transferred to another organ of state.

In terms of Chapter 3 of the Municipal Asset Transfer Regulations (R878/2008) the transfer of certain assets to another organ of state may be **exempted** from the provisions of Section 14 of the MFMA.

Sub-regulation 20 (1) (a) to (e) of the Regulations define the circumstances in which such transfer is exempted. The property in question does not fall within these provisions.

In terms of sub-regulation 20 (f)(i), however, section 14 (1) to (5) of the MFMA does **not** apply if a municipality transfer a capital asset to an organ of state in any other circumstances not provided in (a) to (e) (above) , **provided** that –

- (i) the capital asset to be transferred is determined by resolution of the Council to be **not needed** for the provision of the minimum level of basic **municipal services** and to be surplus to the requirements of the Municipality; **and**
- (ii) **if the capital asset is to be transferred for less than fair market value**, the municipality has taken into account, *inter alia* the expected loss or gain that is to result from the proposed transfer.

Further, in terms of Section 29 of the Regulations, the value of a capital asset to be transferred to an organ of state (as contemplated in section 20) **must** be determined in accordance with the **accounting standards** that the Municipality is required by legislation to apply in preparing its annual financial statements.

In the absence of such guidelines, any of the following valuation method must be applied:

- (a) **Historical cost** of the asset .....
- (b) **Fair market value** of the asset;
- (c) Depreciated replacement cost of the asset; or
- (d) Realizable value of the asset.

From the above it is clear that, although the property under discussion does not fall in the categories described in section 20 (a) to (e)

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(exempted), Council can indeed regard it as being exempted, **provided** that the provisions of section 20 (f) (i) and (ii) have been considered.

In this particular circumstances it is suggested that the normal procedures described in section 14 of the MFMA be followed, i.e. that the property be sold at **market value**, unless Council is of the opinion that the benefits (to the community) out-ways the anticipated lost in income, in which case the provisions of Section 29 (2) (a) would apply, i.e. historical cost be used as a basis of valuation.

#### 4. INPUTS BY OTHER DEPARTMENTS

##### a. Senior legal Advisor

The proposal that the properties are to be sold at fair market related prices, determined as the weighted average of two independent valuations is supported.

In terms of clause 3.2 of the item Council already approved the “gratis” transfer of the erven 135 to 138 from the Lanquedoc Housing Association, but the transfers have not yet occurred. Recommendation (d) should be amended to reflect that Council already approved the “gratis” transfer on 25 May 2016, but transfers of the erven have not yet occurred. The item in clause 3.3 refers to the fact that the disposal of the erven should be made subject to the successful closure of the Public Open Space, i.e. Erf 105 Lanquedoc, but no such condition is included in the recommendation. Provision for same should be made.

##### b. Planning & Economic Development

This department is in support of the request, as there is a need for the establishment of a clinic and open space is not in short supply in the neighbourhood. The correct process for rezoning of the land, closure of the public place and consolidation of the erven must however first occur in keeping with the Stellenbosch Land Use Planning Bylaw (SLUPB). The construction of a clinic will only be approved once the correct process has been followed and successfully completed.

If the relevant authority wishes to use one of the existing buildings temporarily as a clinic, this department will also support the temporary departure process in keeping with the SLUPB.

#### 5. CONCLUSION

From the above it is clear that the land in question is not needed to provide the minimum level of basic municipal services, should it be transferred to Stellenbosch Municipality.

**MAYORAL COMMITTEE MEETING: 2017-04-19: ITEM 5.5.2****RECOMMENDED**

- (a) that the properties listed in paragraph 3.1 measuring  $\pm 2852\text{m}^2$  in extent, be identified as land not needed to provide the minimum level of basic municipal services;
- (b) that the fair market value be determined as the weighted average of two independent valuations;
- (c) that approval be granted that the land identified in paragraph 3.1, be transferred to the Western Cape Government (Chief Directorate Property Management) for the purpose of constructing a health facility, on condition that:
  - (i) the Provincial Government be responsible for all costs related to the closure, rezoning and transfer of the land, including, but not limited to survey and legal costs;
  - (ii) the Provincial Government be responsible for the upgrading of bulk infrastructure, should the need arise, and for making a contribution towards the Bulk Infrastructure Fund, as per the approved tariff structure at the time of approval of the site development plan;
  - (iii) the Provincial Government be responsible for all service connections at the prevailing rates;
- (d) that the Provincial Government be given occupancy of the land as soon as Stellenbosch Municipality approve the gratis transfer of the properties from the Lanquedoc Housing Association, to enable them to attend to planning/building plan approval(s); and
- (e) that the Municipal Manager (or delegate) be authorised to sign the Sales Agreement and all documents necessary to effect transfer of the property.

<i>Meeting: Ref no:</i>	<i>8<sup>TH</sup> COUNCIL: 2017-04-26</i>	<i>Submitted by Directorate: Author Referred from:</i>	<i>Human Settlements Manager: Property Management Mayco: 2017-04-19</i>
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IMMOVABLE ASSET MANAGEMENT

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+2721 483 5599 +2786 549 4464  
[www.capegateway.gov.za](http://www.capegateway.gov.za)

Reference : Lanquedoc properties  
Enquiries : Ms VS Harrison

10 February 2016

The Manager: Property Management  
Stellenbosch Municipality  
PO Box 17  
**STELLENBOSCH**  
7600

**For Attention: Mr P Smit**

**LANQUEDOC: ERVEN 135, 136, 137, 138 AND 105: POSSIBLE ACQUISITION FOR A HEALTH CARE FACILITY**

Previous correspondence in the above regard dated 25 November 2015 refers (copy of correspondence attached for ease of reference).

Kindly advise whether consideration is being given to the request of this Department to acquire the properties from the Stellenbosch Municipality.

Yours faithfully

*Vanessa Harrison*  
ppDIRECTOR:  
PROPERTY ACQUISITIONS



FILE NR:	176/4/4
SCAN NR:	
COLLABORATOR NR:	



Reference: LANQUEDOC  
Enquiries : MS VS HARRISON

25 November 2015

The Manager: Property Management  
Stellenbosch Municipality  
PO Box 17  
**STELLENBOSCH**  
7600

***For Attention: Mr P Smit***

**LANQUEDOC: ERVEN 135, 136, 137, 138 AND 105**

Your electronic mail of 7 August 2015 wherein the Western Cape Health Department was advised that the above-mentioned properties are in the process of being transferred to Stellenbosch Municipality refers.

The Western Cape Health Department has in turn tasked this office to acquire the above-mentioned properties from Stellenbosch Municipality as it is the intention to establish a health facility which will serve the Lanquedoc and surrounding communities with applicable health services. The properties are considered favourable in terms of location and need in the area.

This Department is thus hereby enquiring whether Stellenbosch Municipality would consider disposing of the properties to the Western Cape Government and if so, what terms and conditions might apply to such disposal.

Should this Department's request be favourably considered ***Right of Access*** to the properties would also be required in order for the planning phase of the facility to commence.

Yours faithfully

**ADV EP MAYTHAM**  
**SENIOR MANAGER: PROPERTY ACQUISITIONS**

7.5.4	<b>POSSIBLE DISPOSAL PORTION OF LAND TO CAPITEC IKAYA, ERF 9190, TECHNOPARK</b>
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### 1. PURPOSE OF REPORT

To consider an application from Capitec Ikaya to purchase a portion of municipal owned land in Technopark, that would allow them to redevelop their sites in a more effective way.

### 2. BACKGROUND

#### 2.1 Application to purchase a portion of land, measuring $\pm 0.2$ ha in extent

Following a meeting between the consultant team of Capitec Ikaya and representative of Stellenbosch Municipality on 04 October 2016, an application to purchase a portion of land from the municipality was received from TV3 Architect and Town Planners, on behalf of Capitec Ikaya Development. The portion of land is located between Capitec's erven 9211 and 13166, as shown on Fig 1, below.



**Fig 1**

A copy of the application is attached as **APPENDIX 1**.

#### 2.2 Application for encroachment

Following the above, an application to use the said portion of land on an encroachment basis, has been received and has subsequently been approved as an interim arrangement.

### 3. DISCUSSION

#### 3.1.1 Property description

The portion of land, measuring approximately .2 ha in extent forms part of the Remainder erf 9190, as shown on Fig 2, below.





Fig 2

### 3.2 Ownership

Remainder of Erf 9190, Techopark vests with Stellenbosch Municipality by virtue of Title Deed T28901/1988, a copy of which is attached as **APPENDIX 2**.

### 3.3 Legal requirements

3.3.1 In terms of section 14(1) a municipality may not transfer ownership as a result of a sale or other transaction or otherwise permanently dispose of a capital asset needed to provide the minimum level of basic municipal services.

In terms of subsection (2), a municipality may transfer ownership or otherwise dispose of a capital asset other than those contemplated in subsection (1), but only after the municipal council, in a meeting open to the public-

- (a) has decided on reasonable grounds that **the asset is not needed to provide the minimum level of basic municipal services**; and
- (b) has considered the **fair market value** of the asset and the **economic and community value** to be received in exchange for the asset.

#### 3.3.2 Asset Transfer Regulations (ATR)

In terms of Regulation 5(1)(b) a municipal Council may transfer or dispose of a non-exempted capital asset only after-

- a) the municipal council-
  - i) **has made the determination** required by Section 14(2)(a) and (b) of the MFMA; and
  - ii) **has, as a consequence of those determinations approved in principle** that the capital asset may be transferred or disposed of.

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In terms of Regulation (7), when considering any disposal as contemplated above, a council must take into account:-

- (a) *whether the capital asset may be required for the municipality's own use at a later date;*
- (b) *the expected loss or gain that is expected to result from the proposed transfer or disposal;*
- (c) *the extent to which any compensation to be received in respect of the proposed transfer or disposal will result in a significant economic or financial cost or benefit to the municipality;*
- (d) *the risks and rewards associated with the operation or control of the capital asset that is to be transferred or disposed of in relation to the municipality's interests;*
- (e) *the effect that the proposed transfer or disposal will have on the credit rating of the municipality, its ability to raise long-term or short-term borrowings in the future and its financial position and cash flow;*
- (f) *any limitation or conditions attached to the capital asset or the transfer or disposal of the asset, and the consequences of any potential non-compliance with those conditions;*
- (g) *the estimated cost of the proposed transfer or disposal;*
- (h) *the transfer of any liabilities and reserve funds associated with the capital asset;*
- (i) *any comments or representations on the proposed transfer or disposal received from the local community and other interested persons;*
- (j) *any written views and recommendations on the proposed transfer or disposal by the National Treasury and the relevant provincial treasury*
- (k) *the interests of any affected organ of state, the municipality's own strategic, legal and economic interests and the interests of the local community; and*
- (l) *compliance with the legislative regime applicable to the proposed transfer or disposal.*

Regulation 11 authorise a Council to approve conditions, when considering an in principle disposal, such as:

- (a) the way in which an asset is to be disposed of (e.g. tender, call for proposal, etc.);
- (b) a **floor price** or minimum compensation;
- (c) whether the capital asset may be transferred/disposal of for less than its fair market value (in which case the council must first consider the criteria set out in Regulation 13 (2)

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Regulation 13(2) provides that if a municipality or municipal entity on account of the public interest, in particular in relation to the plight of the poor, intends to transfer a non-exempted capital asset for less than its fair market value, the municipality or entity must, when considering the proposed transfer, take into account –

- (a) the interest of –
  - (i) the State; and
  - (ii) the local community;
- (b) the strategic and economic interest of the municipality or municipal entity, including the long-term effect of the decision on the municipality or entity;
- (c) the constitutional rights and legal interests of all affected parties;
- (d) whether the interest of the parties to the transfer should carry more weight than the interest of the local community, and how the individual interest is weight against the collective interest; and
- (e) whether the local community would be better served if the capital asset is transferred at less than its fair market value, as opposed to a transfer of the asset at fair market value.

Further in terms of Regulation 13, any such disposal must be in accordance with Council's disposal management system (SCM), irrespective of the value of the asset.

### 3.3.3 SCM Policy

In terms of paragraph 5.3 of the SCM Policy, immovable property may only be sold at market-related prices, except when the public interest or plight of the poor demands otherwise. "*Public interest*" is described as, *inter alia*, the promotion of welfare and charitable as the needs of the people that are vulnerable and unable to meet their socio-economic needs independently.

Further, in terms of paragraph 5.4, assets may only be disposed of by way of:-

- (a) a tender process;
- (b) a call for development proposal; or
- (c) a two-stage Bidding process

## 4. INPUTS BY OTHER DEPARTMENTS

### 4.1 CFO

### 4.2 Legal Services

### 4.3 Planning Department

During a meeting with representatives of Capitec, the planning department as well as the engineering department both representatives indicated their support for the application.

**4.4 Engineering**

During a meeting with representatives of Capitec, the planning department as well as the engineering department both representatives indicated their support **for the application**.

**4.5 Community Services****5. CONCLUSION**

From the above it is clear that:

- a) the portion of land in question is not needed to provide the minimum level of basic municipal services;
- b) the current legislative/policy regime does not allow for a private treaty agreement, i.e. we can only dispose of municipal land by way of a public tender process.

**MAYORAL COMMITTEE MEETING: 2017-04-19: ITEM 5.5.2****RECOMMENDED**

- (a) that the land identified in par. 3.1.1 *supra*, be identified as land not necessary for providing the minimum level of basic municipal services;
- (b) that a reserve price be determined, based on the fair market value and the bidder to demonstrate the possible economic benefit to the municipality as a qualifying functionality criteria;
- (c) that approval be granted that the capital asset may be disposed of; and
- (d) that the Municipal Manager be authorised to follow a public tender process with the view of disposing of the said portion of land, on condition that the successful bidder be responsible for all steps necessary to effect transfer, including, but not limited to survey and legal costs.

Meeting: Ref no:	8 <sup>TH</sup> COUNCIL: 2017-04-26 Unfiled	Submitted by Directorate: Author Referred from:	Human Settlements Manager: Property Management Mayco: 2017-04-19
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ARCHITECTS AND TOWN PLANNERS  
ARGITEKTE EN STADSBEPLANNERS

Our Reference: 3421-P

13 December 2016

Department: Property Management  
Stellenbosch Municipality  
Town House  
**7600 STELLENBOSCH**

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**Attention: Mr. Piet Smit**

Sir

**RE: CAPITEC IKAYA: APPLICATION TO PURCHASE A PORTION OF PUBLIC LAND ERF 9190, TECHNOPARK, STELLENBOSCH**

1. We refer to the project meeting on 4 October 2016 regarding the proposed Capitec Ikaya development on Erven 9211 and 13166 in Technopark, and the proposal to purchase a  $\pm 0.2$ ha portion of public land (Erf 9190, Stellenbosch) by Capitec.
2. This  $\pm 0.2$ ha portion of Erf 9190 is located between Capitec's Erven 9211 and 13166 and by obtaining this portion of land Capitec will be able to link their two buildings. The locality and shape of this portion is such that it can only be effectively utilised if consolidated with Capitec's erven.
3. The  $\pm 0.2$ ha portion of Erf 9190 is indicated on the attached plan.
4. We consequently request that you submit our proposal to your Council for their "*in principle*" approval, so that we may proceed with the formal bid process and land use planning applications.

5. Please feel free to contact the undersigned if you have any queries or require any additional information.

Yours faithfully

A handwritten signature in black ink, appearing to read 'CRH', with a stylized flourish extending to the right.

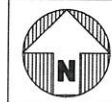
**CLIFFORD HEYS**  
**TV3 PROJECTS (PTY) LTD**



**tv3**  
**ARCHITECTS AND TOWN PLANNERS**

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**Erf 9190  
 Technopark  
 Stellenbosch**



Drawn:	Checked:	Date:	Scale:
WH	CH	04/11/2016	1:2000 (A4)
Project no.:		Revision no.:	
3421-P		1	
Drawing:			Plan no.:
Purchase Plan			1

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Printed: 2017/03/01 14:07

## WinDeed Database Property Report

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A LexisNexis® Product

STELLENBOSCH, 9190, 0 (REMAINING EXTENT) (CAPE TOWN)

**GENERAL INFORMATION**

Date Requested 2017/03/01 14:07  
Deeds Office CAPE TOWN  
Information Source WINDEED DATABASE  
Reference -

**PROPERTY INFORMATION**

Property Type ERF  
Erf Number 9190  
Portion Number 0 (REMAINING EXTENT)  
Township STELLENBOSCH  
Local Authority STELLENBOSCH MUN  
Registration Division STELLENBOSCH RD  
Province WESTERN CAPE  
Diagram Deed T28901/1988  
Extent 31.9688H  
Previous Description PTN OF ST RD 377  
LPI Code C06700220000919000000

**OWNER INFORMATION**

Owner 1 of 1

Type LOCAL AUTHORITY  
Name MUN STELLENBOSCH  
ID / Reg. Number -  
Title Deed T28901/1988  
Registration Date 1988/06/02  
Purchase Price (R) UNKNOWN  
Purchase Date -  
Share 0.00  
Microfilm 2007 0556 3308  
Multiple Properties NO  
Multiple Owners NO

**ENDORSEMENTS (4)**

#	Document	Institution	Amount (R)	Microfilm
1	K199/1995L	GOLF CLUB-STELLENBOSCH	UNKNOWN	1995 0286 2058
2	K331/1998S	-	UNKNOWN	1998 0272 4942
3	NOW SUBDIVISION	TOWN STELLENBOSCH ,ERF 13168 ,PRTN 0	UNKNOWN	-
4	NOW SUBDIVISION	TOWN STELLENBOSCH ,ERF 13166 ,PRTN 0	UNKNOWN	-

**HISTORIC DOCUMENTS (1)**

#	Document	Owner	Amount (R)	Microfilm
1	STF5-34/1883	MUN STELLENBOSCH	0	2006 1881 1465

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7.5.5	<b>APPLICATION TO RELAX DEED OF SALE CONDITION: ANTI-SPECULATION CLAUSE: ERF 9194, TECHOPARK</b>
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## 1. PURPOSE OF REPORT

To obtain the necessary authorisation to relax one of the conditions of sale (anti-speculation clause), allowing the owner to sell his property in the open market.

## 2. BACKGROUND

### 2.1 Sales Agreement

On 4 February 2008, following a public tender process, a Sales Agreement in relation to erf 9194, Technopark, was concluded with Elsabe Daneel Properties (Pty) Ltd, a copy of which is attached as **APPENDIX 1**.

### 2.2 Application to relax anti-speculation clause

On 25 April 2016 a letter was received from Mr J Daneel, indicating that, due to personal circumstances, he be allowed to sell erf 9194, a copy of which is attached as **APPENDIX 2**.

## 3. DISCUSSION

### 3.1 Anti-speculation clause

In terms of clause 12 of the Sales Agreement it was agreed that "*the PURCHASER will not be allowed to sell off to a business-unrelated third party, its entire interest in the PROPERTY in an act of property speculation, without having added value to it, i.e having developed it in terms of the proposal set-out in the PURCHASER'S tender*".

The purpose of this anti-speculation clause was to ensure that the successful tenderer indeed develop the property as per his tender proposal (diamond cutting factory), thereby adding value to the property.

### 3.2 Legal position

It is important to note that the provision of clause 12 (anti-speculation clause) of the Sales Agreement was not a Tender Condition, it was an administrative condition which was negotiated/imposed by the Property Management Department, and (by implication) approved by the Municipal Manager, when he signed the Sales Agreement on behalf of the Municipality.

In terms of clause 15 of the Sales Agreement, no alteration, cancellation, variation of/or addition to the Agreement shall be of any force and/or effect, unless reduced to writing and signed by both parties or their duly authorised representatives.

**Please note** that clause 12 of the Sales Agreement is silent on what should happen if the **purchaser** wants to sell the undeveloped property to a business related 3<sup>rd</sup> party. The only clause that might be of assistance is clause 11 (reversionary clause) which indicates that "*if building operations in respect of the development of the Property have not commenced within 3 (three) years after date of transfer.....then the SELLER shall have the*

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*right/option to repurchase the property at the same price that the PURCHASER has bought it from the SELLER, plus a fair escalation thereon.....to be determined by an independent property valuer”.*

This means that we would indeed be in a position to buy back the property at R8 436 000 (inclusive of VAT), plus a reasonable escalation, for the period of 9 years since date of transfer, to be determined by an independent property valuer.

In terms of the current Valuation Role, however, the municipal valuation of the property is only R3.8M (Exclusive of VAT).

### 3.3 Application to Municipal Manager

Seeing that the anti-speculation clause was not a Tender Condition but merely an administrative condition imposed by the Municipal Manager and seeing that there is no need to buy-back property in Techopark (as we still own various undeveloped erven), the Municipal Manager was requested to approve the relaxation of the anti-speculation clause and/or reversionary clause, thereby allowing Elsabe Daneel Properties (Pty) Ltd to dispose of erf 9194, on condition that the Rates and Liquidated Damages clause (see clause 10 of Sales Agreement) be made applicable on the new purchaser, i.e. that the new purchaser be liable to pay rates and taxes as per clause 10 of the Sales Agreement, **as from date of transfer of the property into his/her name.**

Before the Municipal Manager could make a decision, the matter was referred to Mr Mervin Williams, Snr Legal Advisor. Mr Williams was of the view that the Municipal Manager **cannot** consider the matter, but that **Council** should consider the matter. A copy of the report as well as the legal inputs, is attached as **APPENDIX 3.**

## 4. INPUTS BY OTHER DEPARTMENTS

### 4.1 Financial Services

Not supported

### 4.2 Legal Services

See report attached as **APPENDIX 3.**

### 4.3 Planning Department

This directorate has reviewed its previous comment, which is reflected hereafter in brackets for record purposes:(The Directorate cannot support the item for the relaxation of the anti-speculation clause to permit disposal of the land by the current owner, due to a lack of information on the steps taken to recover rates and liquidated damages in terms of clause 10 of the sales agreement and likewise on the steps taken to apply clause 11 (reversal of the original sale).

Moreover, the Municipality is in dire need of land in Technopark to address specific needs, e.g. parking and economic development opportunities.

The Directorate would support recovery of the property through implementation and if need be enforcement of clauses 10 and 11 of the

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sales agreement and then disposal and use to resolve the needs in the area.)

After consultation with the proposed developers of the property, an alternative development proposal was submitted to the directorate for discussion on 28 February 2017. The development proposal is for an integrated development on the subject property as well as the abutting vacant properties. Aboveground it is proposed to develop three storey office blocks and basement parking over two storeys containing around 800 parking bays at a ratio of 6,5 parking bays per 100 square metres of gross floor area for the offices. This is more than 50% above the prescribed parking ratio and effectively creates a parking garage with offices above.

Given the severe shortage in parking in Technopark, the proposed development offers a solution, rather than a problem, hence the amended comment in support of the proposed disposal through the relaxation of the anti-speculation clause to allow for the purchaser of the property to develop according to the proposal attached hereto as an Annexure.

The removal of the anti-speculation clause must be subject to an amendment of recommendation "b)" below, by making it a condition of the amended contract that the relaxation applies only for purposes of the development of the site jointly with the abutting vacant properties to create a large underground parking area and a development in general providing parking at a ratio of 6,5 parking bays per 100 square metres gross floor area for any buildings erected on the property.

#### **4.4 Engineering Services**

The development of this specific stand in Technopark will not have any detrimental effect on the provision of engineering infrastructure services. Provision has been made for the anticipated use through our master planning.

#### **5. CONCLUSION**

From a property management perspective there is no need to enforce the reversionary clause, nor the anti-speculation clause, as there are more dire needs for land acquisition(s) elsewhere. The Planning & Economic Development Department, however, is of the view that the anti-speculation clause should be enforced, as the Municipality is in dire need of land in Techopark.

In light of the above, Council could consider one of the following options:

##### **Option 1:**

- a) that approval be granted for the relaxation of the anti-speculation clause, i.e. that Elsabe Daneel Properties (Pty) Ltd be allowed to dispose of erf 9194 to a business-unrelated 3<sup>rd</sup> party, on condition that the new purchaser be responsible to pay rates as liquidated damages as per clause 10 of the Sales Agreement as from date of transfer of the property into his/her name or as from 31 October 2018, whichever comes first; and
- b) that the Municipal Manager be authorised to amend the Sales Agreement accordingly.

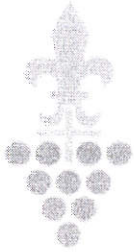
**Option 2:**

- a) that the request for the relaxation of the anti-speculation clause not be approved;
- b) that clause 11 of the Sales Agreement be enforced, i.e. that the property be repurchased;
- c) that an independent valuer be appointed to determine a fair escalation on the purchase price; and
- d) that the necessary budgetary provisions be made on the 2017/18 budget.

**FOR CONSIDERATION****MAYORAL COMMITTEE: 2017-04-19: ITEM 5.5.5****RECOMMENDED**

- (a) that the request for the relaxation of the anti-speculation clause not be approved;
- (b) that clause 11 of the Sales Agreement be enforced, i.e. that the property be repurchased;
- (c) that an independent valuer be appointed to determine a fair escalation on the purchase price; and
- (d) that the necessary budgetary provisions be made on the 2017/18 budget.

<i>Meeting:</i>	<i>8<sup>TH</sup> COUNCIL: 2017-04-26</i>	<i>Submitted by Directorate:</i>	<i>Human Settlements</i>
<i>Ref no:</i>	<i>Unfiled</i>	<i>Author</i>	<i>Manager: Property Management</i>
		<i>Referred from:</i>	<i>Mayco: 2017-04-19</i>



**STELLENBOSCH**  
STELLENBOSCH • STIEL • FRANSCHHOEK

MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

## **DEED OF SALE**

ENTERED INTO BETWEEN

**STELLENBOSCH MUNICIPALITY**

AND

**ELSABE DANEEL PROPERTIES  
(PTY) LTD**

for the purchase and development of remainder  
ERF 9194, TECHNOPARK, STELLENBOSCH

*Handwritten signatures and initials:*  
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S. J. J. J.

## INDEX

NO	CLAUSE HEADING	PAGE
1	Interpretation	4
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## ANNEXURES:

- A: SG Diagram 1582/88: Erf 9194  
B: SG Diagram 5516/2000: Erf 13579

*Handwritten notes and signatures:*  
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WHEREAS Stellenbosch Municipality is the registered owner of the PROPERTY;

WHEREAS Stellenbosch Municipality wishes to manage it's land holdings as a sustainable resource, where possible, by leveraging environmental, social and economic returns on such land holdings;

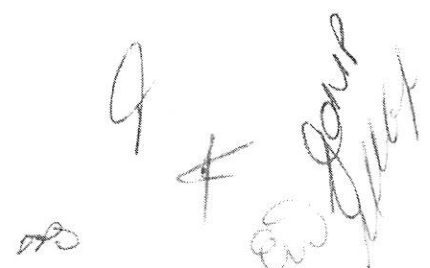
WHEREAS Stellenbosch Municipality wishes to use its land holdings as a catalyst for local economic and social development;

WHEREAS Stellenbosch Municipality has invited tenders for the sale of the Property;

WHEREAS the PURCHASER has tendered for the development of the PROPERTY, which proposal was accepted by Stellenbosch Municipality, subject to certain conditions, and

WHEREAS Stellenbosch Municipality must, in terms of Section 116 of the Municipal Finance Management Act ensure that contracts stipulate these terms and conditions in the case of none-or under performance,

Now THEREFOR the parties agree as follows:

Handwritten signatures and initials in the bottom right corner of the page. There are several distinct marks, including what appears to be a large '9', a star-like symbol, and some illegible cursive signatures.

## 1. INTERPRETATION

1.1 In this Agreement, unless the context otherwise indicates

1.1.1 "*the SELLER*" means Stellenbosch Municipality herein represented by DAVID PETER DANIELS, in his capacity as Municipal Manager, duly authorized;

1.1.2 "*the PURCHASER*" means Elsabe Daneel Properties (Pty)Ltd, herein represented by ELSABE ROELINE DANEEL, in her capacity as Owner, duly authorized;

1.1.3 "*the PROPERTY*" means Remainder erf 9194 Technopark, Stellenbosch, 3800m<sup>2</sup> in extent

1.1.4 "*the TRANSFERRING ATTORNEYS*" means the attorneys appointed by the PURCHASER, which attorneys shall be a reputable firm of attorneys, to attend to the transfer of the property;

1.1.5 "*the Transfer date*" means the date upon which the property is registered in the name of the Purchaser;

1.1.6 "*Business day*" means any day other than a Saturday, Sunday or officially requested public holiday;

1.1.7 "*Occupation date*" means the date of transfer, unless otherwise agreed in terms of this agreement;

1.1.8 "*Signature date*" means the date on which this agreement is signed by the last party in time,

1.1.9 "*VAT*" means Value-Added Tax payable in terms of the Value-Added Tax Act, 1991, as amended.

1.1.10 "*Municipal Finance Management Act*" means the Local Government: Municipal Finance Management Act, No. 56, 2003.

1.1.11 "*Service Agreement*" means an agreement entered into and between the parties in terms of clause 14 of this agreement;

Handwritten signatures and initials in the bottom right corner of the page. There are three distinct signatures: one on the left that appears to be 'DP', one in the middle that is a stylized 'F', and one on the right that is a large, cursive signature, possibly 'E. Daneel'.



1.1.12 "*Pro rata contribution*" means the contribution the Purchaser needs to make towards the Bulk Service Fund of the Seller, in terms of the Seller's policy in this regard;

1.1.13 "*Property Rates Act*" means the Local Government: Municipal Property Rates Act, No. 6, 2004;

1.2 The head notes to the paragraphs in this Agreement are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate.

1.3 Words importing the singular shall include the plural and *vice versa* and words importing the masculine shall include females and words importing persons shall, where applicable, include partnerships and bodies corporate.

## 2. SALE

The **SELLER** hereby sells and the **PURCHASER** hereby purchase the property upon the terms and conditions as set out hereunder:

## 3. PURCHASE PRICE AND PAYMENT

3.1 The purchase price of the property is the sum of R 7400 000-00 (Seven Million four hundred thousand rand) exclusive of VAT.

3.2 The purchase price, plus VAT, if applicable, shall be payable free of commission and bank charges to the Transferring Attorneys as follows:

3.2.1 The **PURCHASER** shall furnish to the **SELLER** within 30 (thirty) days of signature of the Deed of Sale by the last signing party a bank guarantee for payment of equal to 10% of

Handwritten signatures and initials at the bottom right of the page.



## 6. POSSESSION, RISK AND OCCUPATION

6.1 The **SELLER** shall give and the **PURCHASER** shall take possession and vacant occupation of the property on date of transfer thereof, from which date all the risks of ownership in respect of such property shall pass to the **PURCHASER** and from which date the **PURCHASER** shall receive all benefits of, and be responsible for all rates, taxes and other imposts levied there-on, unless as otherwise agreed in writing.

6.2 Notwithstanding the provisions of 6.1, the **PURCHASER** and its consultants, advisors, agents and invitees shall be entitled to free access to the property with effect from the Signature Date, for purposes of conducting all necessary planning and investigations, soil and geological tests and other preparations in relation to the Proposed Development.

## 7. VOETSTOOTS

The **PROPERTY** is sold voetstoots, and subjected to all such conditions as are contained in the Sellers' title deed(s). The **SELLER** will not be responsible for any latent and/or patent defects and the **PURCHASER** shall have no claims against the **SELLER** in this regard.

## 8. DEFAULT

8.1 If any party commits a breach of this agreement and/or fails to comply with any of the provisions hereof (*"the defaulting party"*), then the party suffering same (*"the aggrieved party"*) shall be entitled to give the defaulting party 21 (twenty-one) business days notice in writing to remedy such breach and/or failure, and if the defaulting party fails to comply with such notice, then the aggrieved party shall forthwith be entitled, but not obliged, without prejudice to any other rights or remedies which the aggrieved party may have in law, including the right to claim damages:

9  
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8.1.1 to cancel this agreement, or

8.1.2 to claim immediate performance and/or payment of all the defaulting party's obligations hereof.

**9. DEVELOPMENT RIGHTS**

9.1 It is specifically recorded that the property is zoned Special Zone 1: Technology or Science Park in terms of the Zoning Scheme Regulations of Stellenbosch. In terms hereof no development will be approved on the property, unless it conforms to the said conditions.

9.2 It is specifically recorded that, should the PURCHASER, for whatever reason, apply for the rezoning of the entire PROPERTY within a period of 3 years from date of transfer, the SELLER reserves the right not to consider such application until such time as the parties have agreed on a betterment fee. This clause however will not apply in the case of an application for deviation and or spacial development.

**10. RATES AND LIQUIDATED DAMAGES**

10.1 If the development of the PROPERTY do not commence and are not duly proceeded with, within 24 (twenty four) months from date of transfer then for the purposes of payment of rates the PROPERTY shall be deemed to be improved by the value of R 22 200 000(Twenty Two Million two hundred Rand) which shall be subject to the revaluation in terms of the Property Rates Act, until such time as the development of the property is completed, subject to Clause 11.

**11. REVERSIONARY CLAUSE**

11.1 If building operations in respect of the development of the Property have not commenced within 3 (three) years after date of transfer, or if building operations have commenced but thereafter

*[Handwritten signatures and initials]*



14. **PERFORMANCE AGREEMENT**

- 14.1 It is agreed that the **PURCHASER** shall, prior to commencing with any construction work on the property, furnish the **SELLER** with a performance guarantee(s) issued by a recognised financial institution in an amount to be agreed relative to the environmental and social risk being posed by the proposed development.
- 14.2 It is agreed that the total of such performance guarantee(s) shall not exceed 15 (fifteen) percent of the costs of installation of the relevant services at the time;
- 14.3 Such guarantee(s) shall be claimable by the **SELLER** if any and upon any part/phase of the project failing, and which shall be for the specific purpose of mitigating any negative impacts on the biophysical environment stemming from uncompleted civil engineering works, electrical engineering works or building works engaged in by the **PURCHASER**.

15. **LEGAL ENFORCEMENT**

- 15.1 No alteration, cancellation, variation of/or addition hereto shall be of any force and/or effect unless reduced to writing and signed by both parties to this agreement or their duly authorised representatives.
- 15.2 This document comprehensively and accurately records the entire agreement between the parties and no party shall be bound by any alleged undertakings, representatives, warranties, promises or the like, not recorded herein.
- 15.3 No indulgence or extensions of time which any party (the Grantor) may grant or show to any other party, shall in any way prejudice the Grantor or preclude the Grantor exercising any of its rights in the future.
- 15.4 Each of the parties hereby undertake to sign and/or do all that, in the estimation of the Transferring Attorneys, is necessary to give effect to this agreement, within 10 (ten) days of being called upon to do so.
- 15.5 Any dispute between the parties hereto with regard to the content, interpretation and/or application of this agreement shall be finally

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resolved by means of arbitration under the Ruler of the Arbitration Foundation of Southern Africa (AFSA) by a single arbiter appointed by AFSA from its Western Cape Panel.

15.6 Clause 15.5, however, shall not preclude any party from obtaining interim relief on an urgent basis from a court of competent jurisdiction, pending the decision of the arbitrator.

15.7 In the event of one party being obliged to take legal action to enforce its rights under this agreement or in terms of an arbitration ruling, then the successful party shall be entitled to recover its costs from the other party on the scale as between attorney and own client.

15.8 All moneys due in terms of this agreement that are more than 30 (thirty) days overdue, shall attract compound interest at the prime overdraft rate charged from time to time by the SELLER'S then Financial Service Provider.

15.9 This agreement shall be binding upon the successor(s) in title of all parties.

16. NOTICES AND DOMICILIA

16.1 The parties hereto choose their *domicilia citandi et executandi* for all purposes under this agreement at the respective address set out hereunder.

16.2 For the purpose of this agreement the parties respective addresses shall be:

16.2.1 the SELLER at:

The Town Hall Complex  
Plein Street  
Stellenbosch

16.2.2 the PURCHASER at:

.....174 Dorp Street.....  
.....Stellenbosch.....  
.....7600.....

# Jansz  
Jansz  
Jansz  
Jansz


or such other address of which the party concerned may notify the other in writing, provided that no street address mentioned in this sub-clause shall be changed to a post office box or *poste restante*.

16.3 Any notice to any party shall be addressed to its *domicillia* aforesaid and either sent by prepaid registered post delivered by hand or communicated by electronic mail or facsimile. In the case of any notice:-

16.3.1 sent by prepaid registered post, it shall be deemed to have been received, unless the contrary is proved, on the 5<sup>th</sup> (fifth) business day after posting;

16.3.2 delivered by hand, it shall be deemed to have been received, unless the contrary is proved, on the date of delivery, provided such date is a business day or otherwise on the next following business day; and

16.3.3 communicated by electronic mail or facsimile, it shall be deemed to have been received, unless the contrary is proved, within 3 (three) hours after the time of transmission, provided the day of transmission is a business day or otherwise on the next following business day.

Handwritten signatures and initials in the bottom right corner of the page. There are several distinct marks, including what appears to be a large 'A' or 'J' shape, a plus sign, and several cursive signatures.



THIS DONE AND SIGNED AT STELLENBOSCH THIS 4...DAY OF  
FEBRUARY..... 2008

WITNESSES:

1 [Signature]

[Signature]  
On behalf of the SELLER

2 [Signature]

THIS DONE AND SIGNED AT STELLENBOSCH THIS .....DAY OF  
..... 2008

WITNESSES:

1 [Signature]

[Signature]  
On behalf of the PURCHASER

2 [Signature]

Dorpstraat 174  
Stellenbosch  
7600

25 April 2016

Mnr. Piet Smit  
Stellenbosch Munisipaliteit  
Eiendomsbestuur  
Stellenbosch  
7600

Beste Piet

Dankie vir jou e-pos van Vrydag 22 April 2016.

Jy is bewus daarvan dat my persoonlike omstandighede dramaties verander het.

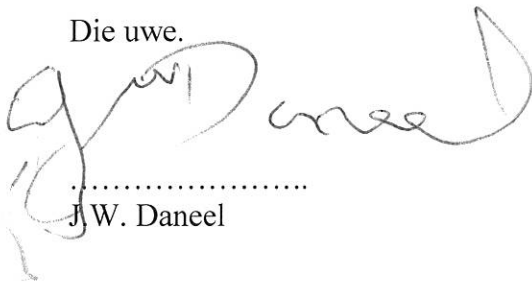
Ek is reeds 9 maande lank gedeeltelik verlam en ek is daaglik onder intensiewe mediese sorg. My herstel is stadig.

Die rede vir hierdie skrywe is om te versoek dat Elsabé Daneel Properties (Eiendoms Beperk) toegelaat word om die eiendom te verkoop. My verwagte herstel is stadig en dit is onduidelik wanneer ek weer sal kan loop.

Dit is duidelik dat ek nie die nodige ontwikkeling kan doen nie en ek verneem graag of ek kan voortgaan met die verkoop van die eiendom aan 'n geskikte ontwikkelaar?

Neem asseblief kennis van my opregte dank aan u en Mnr. Martin Smuts. U bystand onder omstandighede wat vir my persoonlik moeilik is word waardeer.

Die uwe.



.....  
J.W. Daneel

Elsabe Daneel Properties Proprietary Limited  
(Registration number 2007/024963/07)  
(the "Company")

---

WRITTEN RESOLUTIONS OF THE SOLE DIRECTOR OF THE COMPANY

---

**RECORDAL:**

- A. The Company owns the immovable property described as remainder Erf 9194, Technopark, Stellenbosch (the "**Property**");
- B. The Company wishes to dispose of the Property and has received a written expression of interest from Steinhoff Properties Proprietary Limited ("**Steinhoff**"), who has indicated it is willing to purchase the Property for a purchase price of R13 000 000 excluding VAT ("**Steinhoff Offer**");
- C. Before the Company accepts the Steinhoff Offer, it is obliged first to afford the Stellenbosch Municipality the opportunity to purchase the Property from the Company in accordance with the provisions of the deed of sale concluded between the Company and the Stellenbosch Municipality in and during February 2004, as amended from time to time ("**Municipality Sale Agreement**").

**RESOLVED THAT:**

1. The Company shall liaise and interact with the Stellenbosch Municipality in order to ensure that the Municipality is afforded the opportunity to purchase the Property in accordance with the Municipality Sale Agreement;
2. If the Stellenbosch Municipality does not purchase the Property as aforesaid, the Company shall liaise and interact with Steinhoff in order to accept the Steinhoff Offer and to conclude a sale agreement in respect of the Property pursuant to such acceptance;
3. Johannes Wynand Daneel, as sole director of the Company, is hereby authorised and empowered, on behalf of the Company, to take all such steps, do all such things and execute all such documents as may be necessary to give effect to the above resolutions, and insofar as Johannes Wynand Daneel may have signed any document or performed any of the functions contemplated by the above resolutions prior to the adoption of this resolution, such signature and/or acts are hereby ratified and approved.



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**JOHANNES WYNAND DANEEL**

Sole director

14/09/2016

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Date

13/09/2016

Elsabe Daneel Properties (PTY) Ltd

174 Dorp Street

Stellenbosch

7600

Stellenbosch Municipality

Stellenbosch

Dear Sir/s


**ERF 9194 TECHNOPARK**

I confirm that I am the sole director of Elsabe Daneel Properties Pty Ltd (the **Company**) and am authorized to represent and act for the Company in its interactions with the Stellenbosch Municipality in relation to the immovable property described as Erf 9194, Technopark, Stellenbosch.

For your information, I attach a copy of the board resolution adopted by myself, as sole director of the Company, confirming same.

Do not hesitate to contact me if you have any questions.

Best regards.

A handwritten signature in black ink, appearing to read 'John Daneel', written in a cursive style.

John Daneel



# STELLENBOSCH

STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

Kantoor van die Direkteur: Menslike Nedersetting en Eiendomsbestuur  
 Office of the Director: Human Settlements and Property Management  
 I ofisi yomlawuli Wokuhlaliswa kwabantu Kunye nolawulo lwemihlaba

## DOCUMENT ROUTE FORM

### DOCUMENT TYPE

MEMO	VIREMENTATION	EMPLOYMENT CONTRACT
X	Delegation	Delegation

SUBJECT: APPLICATION TO RELAX DEED OF SALE CONDITION: ANTI-SPECULATION CLAUSE: ERF 9194, TECHNOPARK

REQUESTED SIGNATORY	SUPPORTED/ SUPPORTED/ APPROVED	NOT	SIGNATURE	DATE
MANAGER	→			
DIRECTOR HS&PM	MS			29/08/2016
ACTING MUNICIPAL MANAGER				

### COMMENTS

Senior Legal Advisor: The proposed relaxation of the sale agreement is not supported. The Sale Agreement is with Elsabe Danel Hopetris (Pty) Ltd and not Mr Danel. Furthermore Mr Danel signed the sale agreement although he represented Elsabe Danel Hopetris (Pty) Ltd at during the last negotiations with Council during October 2013. Furthermore Council considered the sale agreement <sup>and the matter</sup> on 24 October 2013 that a Tri-party Agreement be entered into between the Municipality, Elsabe Danel Hopetris and AMIC - Danel Diamond Ventures (Pty) Ltd in terms of which the sale agreement between the Municipality and Elsabe Danel in respect of Erf 9194 Technopark be amended to allow for the following:

1) that no rates or liquidated damages be levied until 31/10/2016

- ii) that, as from 1 November 2018, rates and liquidated damages be levied on an amount equal to 3 times the Municipal valuation of £9194, as at the time;
- iii) that, should Council in future approve a new basis of levying rates and liquidated damages for other, undeveloped even in Technopak, that £9194 be included in such exercise, should this new basis be more favourable for the owner of £9194
- iv) that any rates as liquidated damages already levied in terms of the Sales Agreement be with off/back.

Council did not consider the relaxation of any other clause of the agreement and the amendments were limited in line with the request of Mr Daniel that the building penalties in terms of clause 10.1 be with back/off. The resolution of Council is clear that the property should or must be develop by 31 October 2018. No rates as liquidated damages will be levied until 31 October 2018. Effectively the clause 10's implementation date/period was amended or extended until 31 October 2018. Nothing else. The reversionary clause, 11 make provision for Council to buy the property back if development was not done or development was not implemented but stopped. The Council should also amended the time period envisaged in terms of the clause, ~~was also amended~~ If the company do not want to develop the property, Council should elect to buy the property back, alternatively the request of Mr Daniel should serve before Council for consideration. The Municipal Mayor will not have authority to amend the agreement and to relax any condition pursuant to Council's resolution of 24 October 2013.




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## PROPERTY MANAGEMENT

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**TO / AAN** : The Acting Municipal Manager  
**FROM / VAN** : Manager: Property Management  
**DATE / DATUM** : 2016-05-05  
**RE / INSAKE** : APPLICATION TO RELAX DEED OF SALE CONDITION:  
 ANTI-SPECULATION CLAUSE: ERF 9194, TECHNOPARK

---

### 1. PURPOSE

The purpose of this memo is to obtain the necessary approval to relax one of the conditions of sale (anti-speculation clause), allowing the owner to sell his property.

### 2. BACKGROUND

#### 2.1 Sales Agreement

On 4 February 2008, following a public tender process, a Sales Agreement in relation to erf 9194, Technopark, was concluded with Elsabe Daneel Properties (Pty) Ltd, a copy of which is attached as **APPENDIX 1**.

#### 2.2 Application to relax anti-speculation clause

On 25 April 2016 a letter was received from Mr J Daneel, indicating that, due to personal circumstances (Mr Daneel has had a stroke during 2015), he be allowed to sell erf 9194, a copy of which is attached as **APPENDIX 2**.

### 3. DISCUSSION

#### 3.1 Anti-speculation clause

In terms of clause 12, it was agreed that *“the PURCHASER” will not be allowed to sell off to a business-unrelated third party, its entire interest in the PROPERTY in an act of property speculation, without having added value to it, i.e having developed it in terms of the proposal set-out in the PURCHASER’S tender”*.

The purpose of this anti-speculation clause was to ensure that the successful tenderer indeed develop the property as per his tender proposal (diamond cutting factory), thereby adding value to the property.

### 3.2 Legal position

It is important to note that the provision of clause 12 (anti-speculation clause) of the Sales Agreement was not a Tender condition, it was an administrative condition which was negotiated by this Department, and (by implication) approved by the Municipal Manager, who signed the Agreement on behalf of the Municipality.

In terms of clause 15 of the Sales Agreement, no alteration, cancellation, variation of/or addition to the Agreement shall be of any force and/or effect, unless reduced to writing and signed by both parties or their duly authorised representatives.

Please note that clause 12 is silent on what should happen if the **PURCHASER** wants to sell the undeveloped property to a business related 3<sup>rd</sup> party. The only clause that might be of assistance is clause 11 (reversionary clause) which indicates that *“if building operations in respect of the development of the Property have not commenced within 3 (three) years after date of transfer.....then the **SELLER** shall have the right/option to repurchase the property at the same price that the **PURCHASER** has bought it from the **SELLER**, plus a fair escalation thereon.....to be determined by an independent property valuer”*.

This means that we would indeed be in a position to buy back the property at R7.4Million plus escalation.

## 4. CONCLUSION

Seeing that the anti-speculation clause was not a Tender Condition but merely an administrative condition imposed by the Municipal Manager and seeing that there is no need to buy-back property in Techopark (as we still own various undeveloped erven), it is

### RECOMMENDED:

- a) That we do not enforce the anti-speculative clause and/or the revisionary clause, as per the Sales Agreement; and
- b) That the **PURCHASER**, i.e Elsabe Daneel Properties (Pty) Ltd, be allowed to dispose of erf 9194, on condition that the Rates as Liquidated Damages (clause 10 of the Sales Agreement)



be made applicable on the new **PURCHASER**, i.e. that the new **PURCHASER** be liable to pay rates and taxes as per clause 10 of the Sales Agreement as from date of transfer of the property into his/her name.

Yours faithfully



.....  
**PIET SMIT**  
**MANAGER: PROPERTY MANAGEMENT**

**RECOMMEND FOR APPROVAL**

YES/NO

.....  
  
**DIRECTOR: HS&PM**

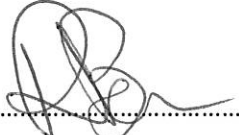
.....  
**DATE**

APPROVED	
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NOT APPROVED	<input checked="" type="checkbox"/>
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Conditions (if any):.....

.....  
NOT APPROVED - COUNCIL  
CAN CONSIDER THIS  
.....

.....  


**ACTING MUNICIPAL MANAGER**

2016/03/01  
.....

**DATE**

7.6	INFRASTRUCTURE: [CLLR J DE VILLIERS]
7.6.1	CLOSING OF THE PROCLAIMED ROAD 5225 (THE WILLOWS) AND PROCLAMATION OF A MUNICIPAL STREET

### 1. PURPOSE OF REPORT

For Council to consider the taking over of Minor Road 5225.

### 2. BACKGROUND

The proclaimed Provincial road 5225 (The Willows) is the last remaining portion of the Old Helshoogte road. With the construction of the New Helshoogte road this road has lost its significance and only serves as a local access from a municipal street to the Amoi development, four small holdings and access to the Municipal dams.

One of the critical land-use subdivision conditions for the Amoi development from the Department of Transport and Public Works (dated 25 October 2007) was that Stellenbosch Municipality must provide a commitment to take over minor road 5225 from Farm 490, portion 7 to the nearest municipal street and must be in place before any construction vehicles enter this development. (**APPENDIX 1**).

### 3. DISCUSSION

Council approved this land-use application with the conditions of Department of Transport and Public Works and allowed construction work to start without ensuring that all the processes involved were finalised ensuring that a municipal street was in place. The majority of the services were already installed a few years ago and then the developer ran into financial difficulty.

Taking into account all of the above, Council does not have an option but to ensure that a municipal street is created.

From a technical perspective, the changing in the status of this provincial road (660m) to a municipal street is supported due to the fact that it only serves as a local access road and is already gaining access from an existing municipal street. This minor road originated only to ensure right of way to a few protected properties when the old Helshoogte road was deproclaimed (closed).

### 4. LEGAL IMPLICATION

Council approved this land use application with the conditions of Department of Transport and Public Works and allowed construction work to start without ensuring that all the processes were finalised to ensure that a municipal street was in place. The majority of the services were installed a few years ago.

---

**5. FINANCIAL IMPLICATION**

In general, the deproclamation of any provincial road must follow a legal process involving a public participation process administered by Department of Transport and Public Works. All costs are for the applicant.

This cost should have been recovered from the developer because of the conditions from Department of Transport and Public Works relates to land use application form the developer. (average cost of advertisements in the press and erecting of intend to close a public road signage could be up to R20 000).

The second portion of the costs relates to the creating of a municipal street after the above deproclamation process of Department of Transport and Public Works is completed. The portion of road will have to be surveyed and a road reserve registered with the Survey General. This cost should also have been recovered from the developer because of the conditions from Department of Transport and Public Works relates to land use application form the developer.

The other concern relates to the existing condition of minor road 5225 that is an old typical rural cross section and not in a good condition. There will be a financial impact on Council to upgrade it to the minimum municipal standards required. This cost should also have been recovered from the developer because of the conditions from Department of Transport and Public Works relates to land use application form the developer.

**6. COMMENTS FROM OTHER RELEVANT DEPARTMENTS****6.1 Corporate and Strategic Services – (Fairbridges)**

The department has no objections to the proposed deproclamation and rezoning provided the necessary processes are complied with in terms of advertising and public participation.

**6.2 Financial Services**

The item is supported.

**6.3 Planning & Economic Development**

The Land Use Management Section supports the deproclamation and changing of the class of road to a municipal street.

**6.4 Public Safety and Community Services**

The Traffic Department has no objection regarding this matter. It is in order that this part of the road be named Old Helshoogte Road.

**6.5 Human Settlements & Property Management**

The recommendations contained in this report are supported.

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**MAYORAL COMMITTEE MEETING: 2017-03-22: ITEM 5.5.3****RECOMMENDED**

- (a) that the Municipality, in principle, agrees to take over Minor Road 5225;
- (b) that the intended take-over of Minor Road 5225 be advertised for public comment, whereafter the matter be re-submitted to Council; and
- (c) that this portion of road be named Old Helshoogte Road.

<i>Meeting: Ref no:</i>	<i>8<sup>TH</sup> COUNCIL: 2017-04-26 8/1/ Engineering Services</i>	<i>Submitted by Directorate: Author Referred from:</i>	<i>Engineering Services Acting Director: Engineering Mayoral Committee: 2017-03-22</i>
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**Willem van Kerwel**

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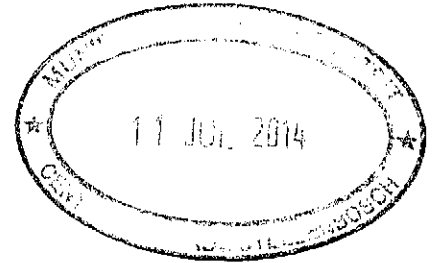
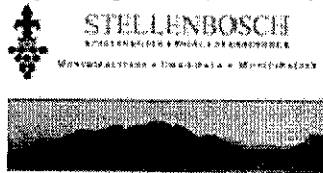
**From:** Silvia Pretorius  
**Sent:** Friday, July 11, 2014 7:57 PM  
**To:** Willem van Kerwel  
**Cc:** EJ Wentzel; Collaborator File Cabinet; Mariska Viljoen; Justine Fielies  
**Subject:** INCOMING CORRESPONDENCE -  
**Attachments:** Untitled; Untitled; Untitled

William  
Please capture correspondence on Collaborator and allocate to EJ Wentzel

Thank you

Engineering Greetings/Ingenieursgroete

Silvia Pretorius  
Senior Administrative Officer: Office Management  
E: [silvia.pretorius@stellenbosch.gov.za](mailto:silvia.pretorius@stellenbosch.gov.za) | T: +27 21 808 8261 | F: +27 21 883 9912  
website: [www.stellenbosch.gov.za](http://www.stellenbosch.gov.za) Follow us on Facebook and Twitter  
Engineering Services, 1st Floor, 71 Ecclesia Building, Plein Street, Stellenbosch, 7600 | PO Box 17, Stellenbosch, 7599



FILE NR:	16/3/5/1/1/2
SCAN NR:	
COLLABORATOR NR:	

I560

**Copies to:**

**Stellenbosch Municipality Planning and Engineering**

- Mr EJ Wentzel: As discussed; can you please start with the process to deproclaim this section of road to a municipal street – the contact person at the CWDM to assist you is Martin Ferreira: [martin@capewinelands.gov.za](mailto:martin@capewinelands.gov.za)

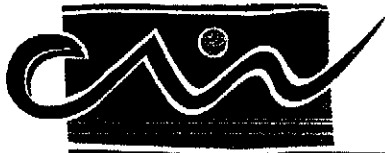
**District Road Engineer: Paarl**

- Please provide a copy to Mr M Watters

**Cape Winelands District Municipality: Roads**

- Martin Ferreira, Malan van Niekerk and Mullen Sauls

STELLENBOSCH MUNISIPALITEIT  
STELLENBOSCH MUNICIPALITY  
DIREKTORAAT: INGENIEURSDIENSTE  
DIRECTORATE: ENGINEERING SERVICES  
DATUM / DATE: 04/07/14  
VERW / REF: 16/3/3



# CAPE WINELANDS DISTRICT

MUNICIPALITY • MUNISIPALITEIT • UMASIPALA

NAVRAE/ENQUIRIES/IMBUZO:  
TELEFOON/TELEPHONE/UMNXEBA:  
FAKS/FAX/FEKSI:  
E-POS/E-MAIL/E-MAIL:  
U VERW/YOUR REF/REF YAKHO:  
ONS VERW/OUR REF/REF YETHU:

A. STEVENS  
021-8885148  
021-8829931  
[aubrey@capewineland.gov.za](mailto:aubrey@capewineland.gov.za)  
-  
16/11/10/05612

Alexanderstraat 46 Alexander Street  
100  
STELLENBOSCH  
7599

25 June 2014

Mr L Visser  
Trees Unlimited/Lindani Farm  
P.O Box 12487  
STELLENBOSCH  
7613

Sir

## OLD HELSHOOGTE ROAD : VARIOUS CONCERNS

1. The late reply to your email dated 1 April 2014 is regretted.
2. The following all have reference:
  - 2.1 All previous correspondence to the local municipality (Attached in Appendix A).
  - 2.2 The acknowledgement of your email to Cape Winelands District Municipality dated 2 April 2014. (Appendix B).
  - 2.3 The land use planning conditions dated 25/10/2007 from the Western Cape Government, Department of Transport and Public Works to Stellenbosch Municipality for a residential development affecting this remaining 620m section of the public road. (Appendix C)
3. The following information is provided in our capacity as agents for the Western Cape Government, Department of Transport and Public Works.
4. Although this last 620m section of the municipal street still appears as a provincial minor road (OG05225) on the provincial road log system, the attached land use conditions from the Western Cape Provincial Government, Department of Transport and Public Works requested that if the local municipality approves this development, the local municipality must deproclaim this provincial road section from a provincial road to a municipal street.
5. Although the development has started, Stellenbosch Municipality has not adhere to this condition and therefore for the interim: Mr EJ Wentzel (Manager: Transport, Road and Stormwater) has indicated that his road maintenance staff will in consultation with the District Municipality's road maintenance staff erect the requested bollards with W401/W202 hazard markers as requested. All other road maintenance needs will be performed in a similar manner until ownership of this 620m section vests with the local municipality.

6. You must continue your previous discussions/complaints relating to the illegal dumping and tree planting issues with the officials at the local municipality.

Yours sincerely

  
for **MUNICIPAL MANAGER**



## APPENDIX A

haven't heard anything and wondered what had been decided. We are approaching nearly a year later already, so it would be great to get this going. The dumping problem is becoming an increasingly worrying problem too, despite the good efforts by the municipality crews who regularly have to clean up the mess. Bollards and trees would be SO MUCH better. Please let me know what is happening!

Kind regards

Leon

-----Original Message-----

From: Garth Abrahams [<mailto:gartha@stellenbosch.org>]

Sent: Thursday, April 01, 2010 3:56 PM

To: Trees Unlimited

Subject: Re: Old Helshoogte Pass

Hi Leon

Thanks for the proposal. I have forwarded it to Portia and will discuss it early next week.

Thanks again.

Garth Abrahams  
Superintendent: Urban Greening  
Tel: 021-8088416  
Fax: 021-8088412  
0716322630

>>> "Trees Unlimited" <[admin@treesunlimited.co.za](mailto:admin@treesunlimited.co.za)> 4/1/2010 3:32 PM >>>  
Hi Garth

Herewith a proposal I have been working on for some time and have verbally communicated with yourself, Piet Hammerse, Portia Bosch, and Brian Bredenkamp.

Let me know what you think.

Regards

Leon Visser

TREES UNLIMITED

0825679133

Information from ESET Smart Security, version of virus signature database 5924 (20110303)

## TREES UNLIMITED

<sup>1</sup>Reg.CK97/00566/23

Box 12487

Stellenbosch 7613

Tel/fax : 021 88 66919

Cell : 082 5679133

e-mail : [leon@treesunlimited.co.za](mailto:leon@treesunlimited.co.za)

31 March 2010

Garth Abrahams  
Stellenbosch Municipality  
Stellenbosch

Tel: 021-8088416  
Email: [gartha@stellenbosch.org](mailto:gartha@stellenbosch.org)

To Garth

### re: SPONSORED TREE PLANTING AND MAINTAINANCE – OLD HELSHOOGTE ROAD

Herewith a proposal from Trees Unlimited for the upgrading and improvement of the road verge on the lower part of the Old Helshoogte Pass.

#### Background

The Old Helshoogte Pass has some considerable historical significance. It has now been closed off to the general public and is only open for emergency and forestry vehicles, but also for major public events such as the annual Giro Del Capo and the Stellenbosch Mile swim at the municipal dam.

The lower section of the pass just outside the residential area of The Ridge has become a dumping ground and an eyesore. It has also become a gathering place for gangsters and revelers, especially over weekends resulting in broken bottles strewn over the road and litter scattered all over the place. This mess is constantly having to be cleared up by municipal staff or the workers from the nearby farms 'Lindani' and 'Gatesville' as well as the owner of Bergplaas caravan park.

This factor has also created unsafe conditions for these properties. Cars frequently park in the road, on the blind corner and block access.

On numerous occasions, too many to count, police have had to be contacted to break up the unpleasant situation.

There is a very elegant solution to this problem – and it involves a partnership between the municipality, TREES UNLIMITED and the 3 properties. The result will ensure there is no longer any dumping and no security risks.

#### Proposal

Trees Unlimited is willing to make a contribution in conjunction with the municipality to the uplifting of this area of the old pass. We would

- at our cost ensure the safe removal of the gum trees growing on the verge plus the undesirable aliens with the view to creating a space for the replanting with more suitable trees.

<sup>1</sup> Tree Oaks trading as TREES UNLIMITED

MEMBER - Leon Visser Bsc. (Hons) Forest Science

MEMBER of International Society of Arboriculture

National Foresters Association, Western Cape Arborists Association

- Ensure the watering and after care of the trees for 3-5 years
- Supply mulch for the trees
- Prune the large oak on the corner thereby ensuring its safety.

**The Municipality would**

- Supply and plant approximately 10 suitable trees (pin oaks or plane trees)
- Supply and erect suitable bollards with a strong cable along the entire verge to prevent vehicular access and ensure the trees have a chance to survive.

Underneath the trees, it would be possible to plant with hardy plants such as agapanthus. Perhaps the municipality could supply and plant these as well.

There would have to be access made available to the piece of open veld below the road as fire services must be able to get to fires that are frequently lit in summer and threaten the thatch cottage on 'Lindani'

**Benefits**

The beautification of this section of verge will prevent any further unwanted dumping, loitering and the inevitable congregation of undesirable members of the public.

It will minimize the security risk to the outlying farms at the end of the road.

It will create a wonderful entry to the old pass.

Please give this idea some consideration. It will mean a site inspection and further discussion but if any planting is to be done, it should be before winter sets in to give the new trees chance to grow before summer of 2010/2011

Yours sincerely

Leon Visser  
Trees Unlimited

**Aubrey Stevens**

**From:** Trees Unlimited <trees.stellenbosch@gmail.com>  
**Sent:** 01 April 2014 14:46  
**To:** Aubrey Stevens  
**Subject:** FW: LAWLESSNESS ON OUR DOORSTEP

Aubrey – herewith another set of correspondence I am forwarding to you  
 Kind regards  
 Leon Visser

**From:** Shane Smit [mailto:shane@lsenterprises.co.za]  
**Sent:** Thursday, February 09, 2012 9:15 PM  
**To:** 'Lisa Smit'; 'Wade Grimbeek'; trees.stellenbosch@gmail.com; diana@grimbeek.co.za; 'Kelly Visser (Projects)'  
**Subject:** LAWLESSNESS ON OUR DOORSTEP

Hi all

Please could you read below and comment so that we can send this to the DA.

Dear Sirs

I am writing to you raising concerns on behalf of, and in support of a number of property owners above Idas Valley, Stellenbosch, in particular Lindani (est. 1815) and Bergplaas Resort and Caravan Park. We desperately need assistance from any level possible which would result in practical resolve to our plight.

The area just adjacent to the entrances to our properties have become a hub of open drug usage, public indecency including nudity and open sex, public drinking, partying, littering, loitering, prostitution, we suspect child abuse, and the like. Drag racing, wheel spinning and drunken driving is a regular occurrence. Drug sales from the boots of vehicles happen nearly daily. Despite police patrols, the situation is getting worse, (probably because certain SAPS members seem "friendly" with the people in question). Furthermore, the area has become a dumping ground.

Despite numerous discussions, on site meetings with officials from Stellenbosch Municipality, including traffic department, cleansing department and the SAPS for well over three years, very little has been done to practically stop the problems. Buck-passing between departments is in the order of the day.

Lindani has been a family owned small holding for well over thirty years. Six families reside on Lindani. Four families were / are business owners, entrepreneurs, and employers within Stellenbosch, and the greater South Africa. At one point the combined employment offered by the four families via their businesses, totalled well in excess of 200 employment positions across South Africa.

During years of dedicated work, both Lindani and Bergplaas have been improved and upgraded over the years, and is ongoing. Despite this, there is no way that I would be able to invite business associates to my home due to the activities described herewith.

Bergplaas resort and caravan park is owned by one of the family members. It is a well situated property for caravanning and camping with resort status. Large investments were made to improve the resort to a functional, well maintained park. Unfortunately the activities outside the gates have resulted in numerous, good paying customers packing up and leaving early, to never return. Caravanning and camping enthusiasts communicate their experience via social media, and visitors' bad experiences have vastly affected the parks income potential.

The above mentioned have now reached a boiling point. Herewith some examples:

1. My wife and daughter were millimetres away from a head on collision with a speedster. Had it not been for the safety features of our vehicle it would have been a serious life and death situation.
2. My mother in law has suffered two such events in a very short period of time. She is aged 72.
3. A number of other family members can also describe their close encounters with speedsters and wheel spinners.

4. At the cost of one of our family members, rubbish and overgrowth were removed to open up a better line of sight around a corner, so to be better prepared in case of speeding drunken / drugged up drivers coming around the corner, normally on the wrong side of the road.
5. One Sunday morning, on our way to church, my wife and children had to view open oral sex next to the road.
6. We are often confronted by open public urinating and defecating, even on the road tarmac.
7. On one occasion two naked people were sleeping in their car parked across the entrance to Lindani. It took a while for them to register where they were, still suffering from the affects of the drugs the night before.
6. We often witness very young children present at gatherings, which might last till early hours of the morning, amidst loud thumping music, drunkenness, drug usage, sexual acts, drag racing and wheel spinning.
9. On one occasion returning from a Friday night function, my family and I were surrounded and blocked from driven to our gate by a group of drugged up / drunken gangsters.
10. About a bakkie load of rubbish which was dumped outside Bergplaas a day or so ago, was kindly collected, loaded and delivered back to the owner's driveway in Cloetesville today by a family member (rubbish contained a copy of an ID, together with discarded copies of accounts and an address in the same persons' name). Previous such evidence handed to authorities did not even result in a fine being issued.
11. To try discourage people from drinking and drugging till early hours of the morning, breaking beer bottles and literally covering both lanes of Helshoogte Road with broken glass, one family member is sometimes forced to surprising them with the odd pepper-ball. In their drunken / drugged state they experience some discomfort without knowing why, and might leave then.
12. The area is very well situated for drug-dealers, with a panoramic view of the road leading through Idas Valley. Any attempts by the SAPS to catch drug carriers red-handed, shifting their merchandise from CA registration vehicles (including a Cadalac driven by a rasta), to CL registration vehicles, are futile. By the time a squad of SAPS vehicles drive through Idas Valley, spotters most likely tip them off. We often experience a fleet of vehicle suddenly all starting up and leaving in hast toward the oncoming SAPS vehicles, as if on a Sunday afternoon drive.
13. We fear for the safety of our wives and children driving to and from our homes daily.

I copy affected family members herewith, who will all concur to the validity of this email to you.

Can anyone please offer us a practical resolve to this situation? We do not want to become yet more proudly South Africans looking elsewhere out of pure desperation due to lawlessness on our doorstep, such action known to local authorities for a very long time.

Best Regards

**Shane Smit** (Pr.Eng, B.Eng)

CFO - Director: Financial / Production / Exports

**L.S. ENTERPRISES**

Tel: +27 21 886 6623, Fax: +27 21 886 6641

P.O. Box 12090, Die Boord, 7613, South Africa

28 Devon Valley Road, Stellenbosch, 7600, South Africa

Website: [www.spaproducts.co.za](http://www.spaproducts.co.za); Email: [shane@lsenterprises.co.za](mailto:shane@lsenterprises.co.za)

Information from ESET Smart Security, version of virus signature database 6872 (20120209)

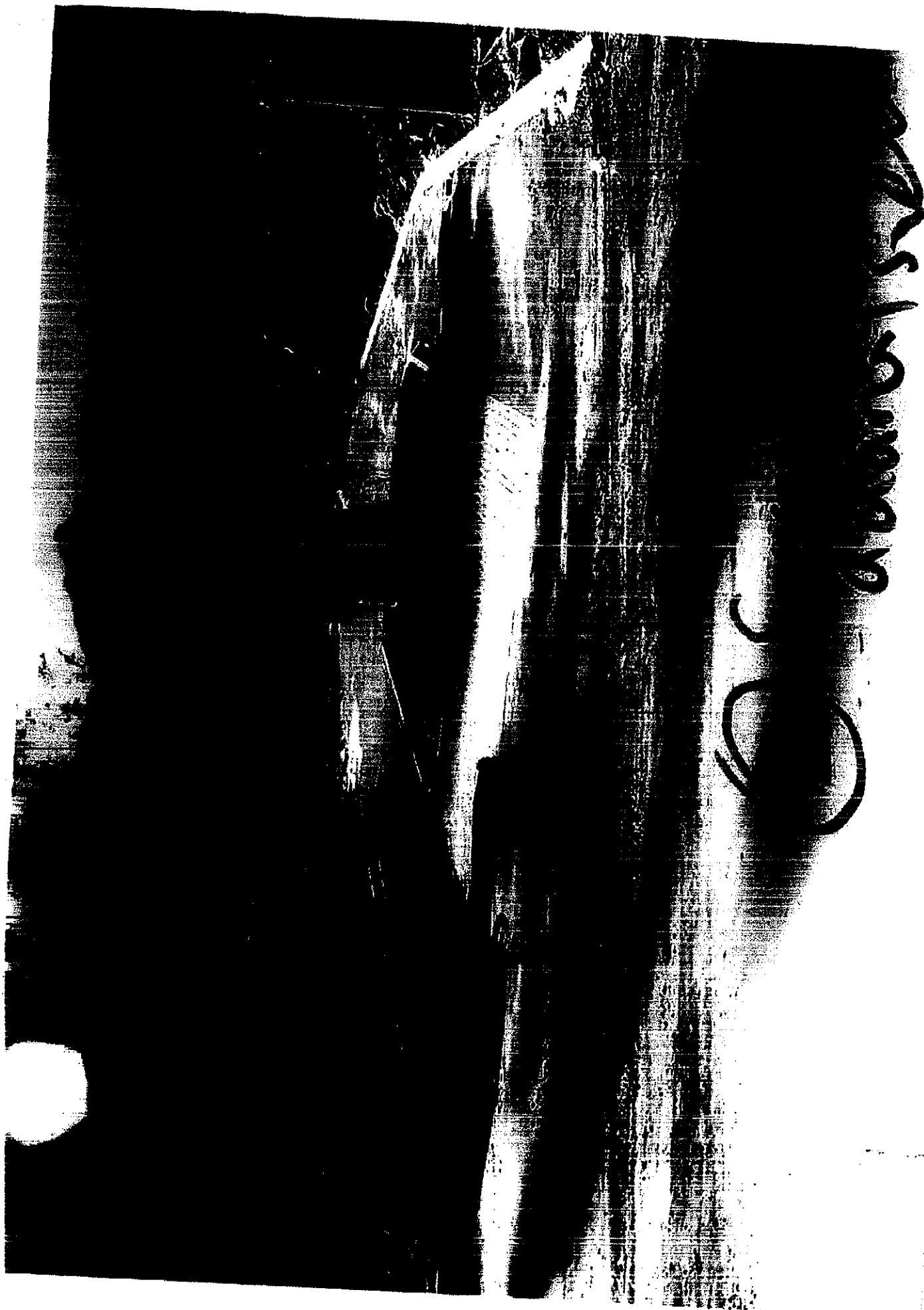
The message was checked by ESET Smart Security.

<http://www.eset.com>

Information from ESET Smart Security, version of virus signature database 9621 (20140401)

The message was checked by ESET Smart Security.











## APPENDIX B

**Aubrey Stevens**

---

**From:** Aubrey Stevens  
**Sent:** 02 April 2014 13:59  
**To:** 'Trees Unlimited'  
**Cc:** Malan van Niekerk; Mullen Sauls  
**Subject:** RE: Old Helshoogte Pass

L Visser

I acknowledge receipt of your e-mail enclosed below.  
The contents of your e-mails are under consideration, and this Office will respond in due course.  
Thank you

A Stevens Pr Eng

---

**From:** Trees Unlimited [<mailto:admin@treesunlimited.co.za>]  
**Sent:** 01 April 2014 14:45  
**To:** Aubrey Stevens  
**Subject:** FW: Old Helshoogte Pass

Hi Aubrey

As discussed on the phone earlier, herewith the emails concerning the Old Helshoogte pass. The solution is simple and in-expensive. Bollards will easily prevent both dumping and loitering. Please give this immediate attention. We are really getting desperate now!

In addition, the municipality have just today sent a truck with a digger to scoop up all the mess. It will be a matter of days before it's a shambles again.

I look forward to your speedy response.

Leon Visser

Lindani farm

0825679133

PS

---

**From:** Garth Abrahams [<mailto:gartha@stellenbosch.org>]  
**Sent:** Friday, March 11, 2011 7:44 AM  
**To:** Trees Unlimited  
**Subject:** RE: Old Helshoogte Pass

Hi Leon

Can we have a site meeting to discuss and maybe quantify. After the tree felling bid closes, I will have a clear indication on what I can spend on tree purchases.

Please let me know.

Regards

Garth Abrahams  
Superintendent: Urban Greening  
Tel: 021-8088416  
Fax: 021-8088412  
0716322630

>>> "Trees Unlimited" <[admin@treesunlimited.co.za](mailto:admin@treesunlimited.co.za)> 3/10/2011 7:29 PM >>>  
Hi Garth

Just following up this proposal with respect to the Helshoogte Pass. I haven't heard anything and wondered what had been decided. We are approaching nearly a year later already, so it would be great to get this going. The dumping problem is becoming an increasingly worrying problem too, despite the good efforts by the municipality crews who regularly have to clean up the mess. Bollards and trees would be SO MUCH better. Please let me know what is happening!

Kind regards

Leon

-----Original Message-----

From: Garth Abrahams [<mailto:gartha@stellenbosch.org>]  
Sent: Thursday, April 01, 2010 3:56 PM  
To: Trees Unlimited  
Subject: Re: Old Helshoogte Pass

Hi Leon

Thanks for the proposal. I have forwarded it to Portia and will discuss it early next week.

Thanks again.

Garth Abrahams  
Superintendent: Urban Greening  
Tel: 021-8088416  
Fax: 021-8088412  
0716322630

>>> "Trees Unlimited" <[admin@treesunlimited.co.za](mailto:admin@treesunlimited.co.za)> 4/1/2010 3:32 PM >>>  
Hi Garth

Herewith a proposal I have been working on for some time and have verbally communicated with yourself, Piet Hammerse, Portia Bosch, and Brian Bredenkamp.

Let me know what you think.

Regards

## APPENDIX C



DEPARTMENT OF TRANSPORT AND PUBLIC WORKS  
 DEPARTEMENT VAN VERVOER EN OPENBARE WERKE  
 ISEBE LEZOTHUTHO NEMISEBENZI YOLUNTU



Reference:  
 Verwysing: PR 22/29/105/0834(07)  
 Isalethiso:  
 Enquiries:  
 Navrae: HF Hendriks / M van Niekerk  
 Imbuzo:  
 Telefoon:  
 Telephone: 021 863-2020 / 888-5108  
 Ifowuni:

Die Munisipale Bestuurder  
 Stellenbosch Munisipaliteit  
 Posbus 17  
 STELLENBOSCH  
 7599

Aandag : Me Bulehwa Mdoda

Me


**AANSOEK IN TERME VAN WET 21 VAN 1940 (soos gewysig) : AANSOEK OM  
 HERSONERING EN ONDERVERDELING VAN DIE PLAAS 490, GEDEELTE 7,  
 IDA'S VALLEI (VOORGESTELDE ONDERVERDELING VAN LANDBOUSONE I VIR  
 160 WOONERWE, MET TOEGANG VANUIT OU HELSHOOGTE PAD (IDA'S  
 VALLEI))**

1. Die Raad se skrywe gedateer 15/11/2006 i.v.m. bogenoemde aansoek verwys.
2. Na die ontvangs van die stormwater bestuursplan asook 'n tegniese vergadering met die ontwikkelaars se tegniese personeel op 5/10/2007 waar mnr. A Stevens en M van Niekerk van die Raad teenwoordig was, word die vorige beswaar teen die ontwikkeling hiermee teruggetrek, op voorwaarde dat:
  - a. Daar voldoen word aan al die voorwaardes soos gestel deur die Provinsiale padowerheid, naamlik :-
    1. Alle detail planne t.o.v. die kanalisering van stormwater deur die twee Armco pype onderkant Hoofpad 172 (nuwe Helshoogte pad) aan die Provinsiale padowerheid se Distrikspadingenieurskantoor voorsien sal word vir goedkeuring ;

Distrikspadingenieur, Private Bag 26003, Suid-Paarl, 7624  
 District Roads Engineer, Private Bag 26003, Suid-Paarl, 7624  
 Ingweyi Yezidishi Zesidishi, Private Bag 26003, Suid-Paarl, 7624  
 Telefoon/Telephone/Ifowuni: (021) 863-2020  
 Faks/Fax/Fakisi: (021) 863-3623

2. Alle detail planne t.o.v. akkommodasie van alle padoppervlak stormwater vanaf Hoofpad 172 aan die Provinsiale padowerheid se Distrikspadingenieurskantoor voorsien sal word vir goedkeuring ;
3. Omrede die gedeelte van die publieke pad aan die onderkant van die ontwikkeling nog geproklameer is as 'n Provinsiale pad, naamlik ondergeskikte pad 05225, moet alle detail planne t.o.v. die beskerming van die padopvulling asook voorsiening van 'n addisionele pypduiker met die nodige beskermingswerke ook aan die Provinsiale padowerheid se Distrikspadingenieurskantoor voorsien word vir goedkeuring, en ;
4. Skriftelike omderneming deur Stellenbosch Munisipaliteit om die gedeelte van die ondergeskikte pad 05225 oor te neem vanaf die aansluitingspunt van Plaas 490, gedeelte 7 tot by die naaste munisipale straat. Laasgenoemde vereiste sal in plek moet wees voor enige konstruksievoertuie op die perseel toegelaat kan word.

Die uwe



Vir C.J. de Villiers  
**DISTRIKSPADINGENIEUR**  
HH/mvn

Datum : 2007-10-25



PR 22/29/105/0934(07) en COLAB 1853067 Lêer nommer 15/2/6/2

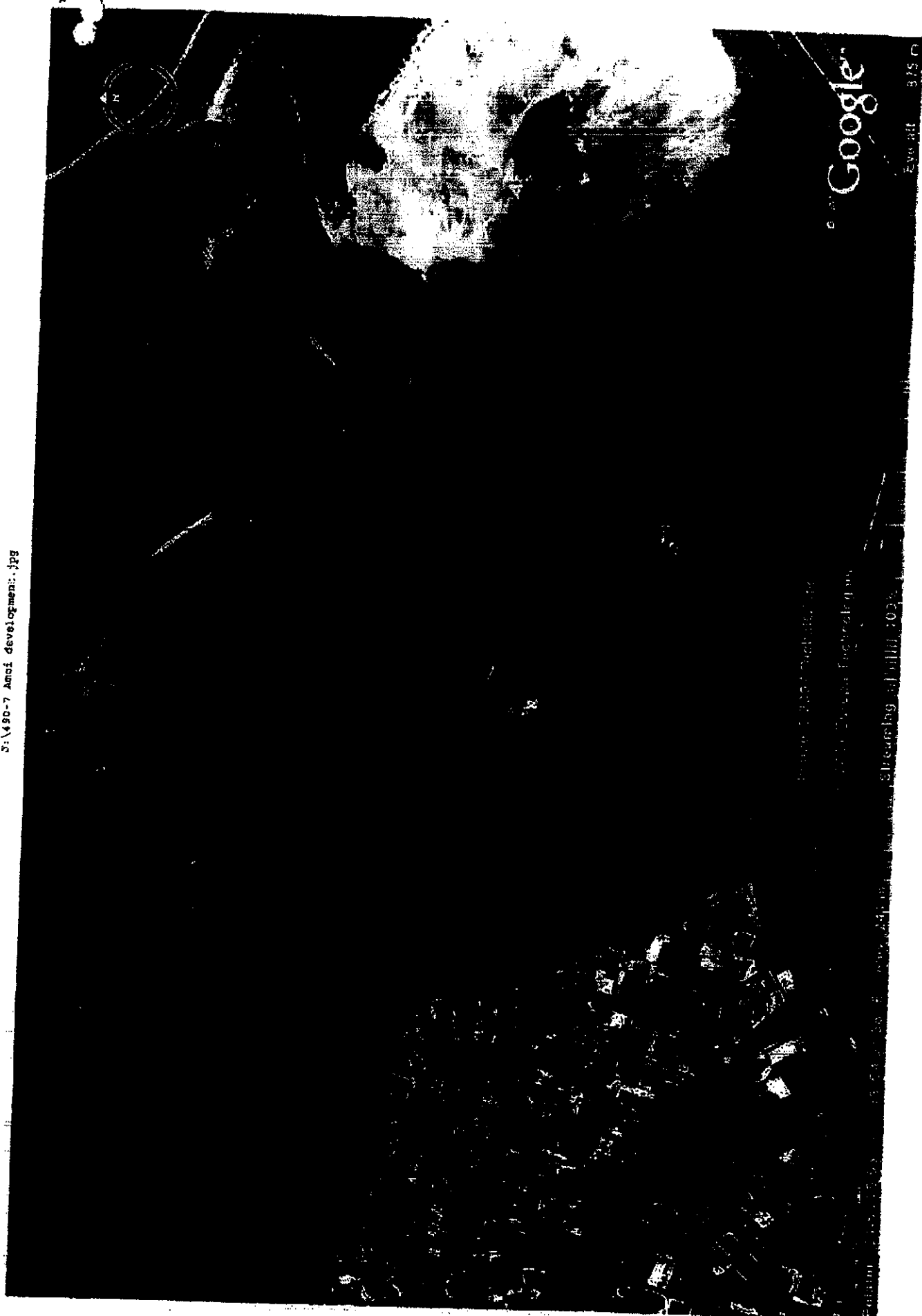
**ENDOSSEMENT:**

Direkteur – PAAIE  
KAAPSE WYNLAND Distriksmunisipaliteit  
Posbus 100  
STELLENBOSCH  
7599

Aandag: Mnr. A Stevens

1. Hierdie wysiging van beswaar is gedoen na samesprekings met die ontwikkelaars.
2. Stellenbosch Munisipaliteit is tevrede om die Ondergeskikte pad te laat deproklameer en oorneem na hersonering geslaag het. As voorloop vir die deproklamasieproses, sal ons 'n skriftelike ooreenkoms laat bekragtig, wat as interimreëling die proses kan oorbrug.

3:\490-7 Andri development-.jpg



Google

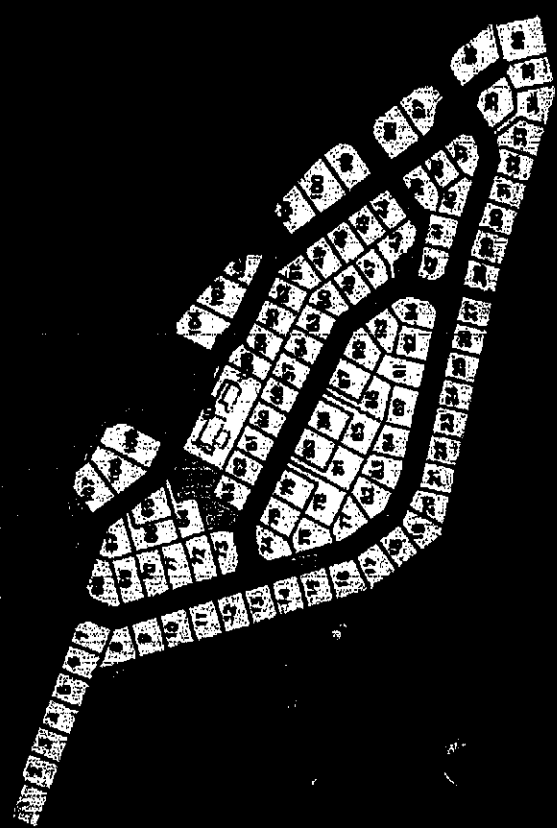
Event 3/5/07

Event 3/5/07 3/5/07

Event 3/5/07 3/5/07

Event 3/5/07 3/5/07

Event 3/5/07



**LEGEND**

- PROPERTY OF STATE OF CALIFORNIA
- OPEN SPACE
- SEWER
- WATER
- INDUSTRIAL
- DEVELOPMENT RETROCKLINE

NOT TO SCALE  
FOR INFORMATION ONLY  
FOR OFFICIAL USE ONLY

<b>ARCUS CORP</b> COMMUNITY DEVELOPMENT - ENVIRONMENTAL		Project No. 200227878 / Pg 4 /	
PROJECT: AMOY RESIDENTIAL DEVELOPMENT		Date: N.T.S.	
SHEET: SITE DEVELOPMENT PLAN		Rev: SEP 2007	
Prepared by: WEL/ARCS	Reviewed by: PJ/PHB	Title: N.T.S.	
<small>This drawing is issued as a preliminary drawing and is not to be used for construction purposes.</small>			



Western Cape Provincial Administration  
Road Log Report

ROAD LOG		Start Desc / LMB	Right Desc	Ref Sign Date
0.00	R JUNCTION ROAD			
0.00	L STREET LIGHTING, START	Start Street Lighting	Assegaam Street	
0.01	C BARRIER LINE START	Start Single		
0.01	R WAYLEAVE			
0.02	R FENCING, DIAMOND MESH, START		2/Arnhobe in R/R	OTHER
0.02	R ROADSIGN R1.2		Start Diamond Mesh	
0.02	L ROADSIGN B4		Stop/Yield	No Date
0.02	R WAYLEAVE ALONG ROAD INSIDE, START	Ci-de-Sac		No Date
0.05	L ROADSIGN W209		Start Telkom O/H	TELKOM
0.06	R PRIVATE ACCESS, HOMESTEAD	Winding Road (Left - Right)		No Date
0.10	R PRIVATE ACCESS, HOMESTEAD	Gravel Open	Unknown	
0.10	R PRIVATE ACCESS, HOMESTEAD	Gravel Open	Unknown	No Date
0.11	R FENCING, VIBERCRETE/PRECAST CONCRETE, START		End Diamond Mesh	
0.12	R PRIVATE ACCESS, HOMESTEAD	Concrete Open	Start Vibercrete Wall	
0.14	R PRIVATE ACCESS, HOMESTEAD	Gravel Gate 2	Unknown	
0.14	R FENCING, VIBERCRETE/PRECAST CONCRETE, END		Unknown	
0.16	R FENCING, VIBERCRETE/PRECAST CONCRETE, START		End Vibercrete Wall	
0.16	R FENCING, VIBERCRETE/PRECAST CONCRETE, END		Start Vibercrete Wall	
0.16	R PRIVATE ACCESS, HOMESTEAD	Concrete Gate	End Vibercrete Wall	
0.18	L STREET LIGHTING, END	End Street Lighting	Unknown	
0.18	R PRIVATE ACCESS, HOMESTEAD	Gravel Open		
0.21	R WAYLEAVE ALONG ROAD OUTSIDE, START		Amol	
0.23	L GUARDRAIL STEEL START	Start Steel	Start Eskom O/H	ESKOM
0.24	C ROAD OVER WATERCOURSE/DRAINAGE	0,90m PC		
0.25	L GUARDRAIL STEEL END	End Steel		
0.28	R PRIVATE ACCESS, COMMERCIAL	Gravel Open		
0.29	C BARRIER LINE END	End Single	Bergplate Resort	
0.29	R WAYLEAVE ALONG ROAD OUTSIDE, END			
0.38	L FENCING, DIAMOND MESH, START	Start Diamond Mesh	End Eskom O/H	ESKOM
0.38	A WAYLEAVE	Telkom O/H		
0.40	R WAYLEAVE ALONG ROAD OUTSIDE, START	Eskom O/H		
0.40	R WAYLEAVE ALONG ROAD OUTSIDE, START		Start Eskom O/H	ESKOM
0.41	L PRIVATE ACCESS, HOMESTEAD	Unknown	Start Telkom O/H	ESKOM
0.44	R FENCING, SECURITY, START	Gravel Open		TELKOM
0.45	L PRIVATE ACCESS, HOMESTEAD		Start Security	
0.45	A WAYLEAVE	Gatseville	Surfaceed Open	
0.46	L FENCING, DIAMOND MESH, END	Telkom O/H		
0.47	C BARRIER LINE START	End Diamond Mesh		TELKOM
0.47	A WAYLEAVE	Start Single		
0.48	A WAYLEAVE	Telkom O/H		
0.52	A GATE ACROSS, SWING ONLY	Eskom O/H		TELKOM
0.52	R FENCING, SECURITY, END	2/Swing Only Locked		BIKOM
0.52	C BARRIER LINE END		End Security	
0.52	R WAYLEAVE ALONG ROAD OUTSIDE, END	End Single		
0.52	R WAYLEAVE ALONG ROAD OUTSIDE, END		End Telkom O/H	TELKOM
0.52	A OTHER-1	End Of Blase	End Eskom O/H	ESKOM



Western Cape Provincial Administration  
Road Log Report

SUMMARY PAGES

Start Description	Start Description	End Description	End Description
Jct Road to Idavalle	Jct Road to Idavalle	Eastern Edy of Farm 168	Eastern Edy of Farm 168
Start Km: 0.00	Start Km: 0.00	End Km: 0.82	End Km: 0.82
Start Datum: Jct Road to Idavalle	Start Datum: Jct Road to Idavalle	End Datum: Eastern Edy of Farm 168	End Datum: Eastern Boundary of Farm 168 near Linder

Start Km	End Km	Carway
0.00	0.82	+

Start Km	End Km	Local Municipality Name	District Municipality Name	Regional Office Name
0.00	0.82	Stellenbosch	Cape Winelands	Winelands Region

Start Km	End Km	Urban Area
0.00	0.82	

Start Km	End Km	Auth	Maintenance Authority Name
0.00	0.82	D/MC	Cape Winelands

Start Km	End Km	Magistral District Name
0.00	0.82	Stellenbosch

Start Km	End Km	Traffic Authority
0.00	0.82	Somerset West

Start Km	End Km	Width	Surface Type	Shoulder Width		Shoulder Type		Lanes		Carway
				L	R	L	R	L	R	
0.00	0.82	5.40	Surfaced	0.60	0.50	Unsurfaced	Unsurfaced	1	1	+

Start Km	End Km	Width
0.00	0.82	

Start Km	End Km	Terrain Type
0.00	0.82	Mountainous

Start Km	End Km	Climate Type
0.00	0.82	Moderate

Start Km	End Km	Washout
0.00	0.82	2

Start Km	End Km	MP
0.00	0.82	50

Start Km	End Km	Category
0.00	0.82	LOCAL ACCESS ROADS



### Western Cape Provincial Administration Road Log Report

**SUMMARY PAGES**

Start Km	End Km	Class	End Description	End Km
0.00	0.02	LEVELS (TERTIARY)	Estimate No. of Farm (No)	0.02

<b>RIPSA CLASSIFICATION</b>		
Start Km	End Km	Class
0.00	0.02	5

<b>STATUTORY WIDTH</b>		
Start Km	End Km	Width
0.00	0.02	20.00

<b>ROAD NAME</b>		
Start Km	End Km	Road Name
0.00	0.02	The Willows

<b>ROUTES</b>			
Route	Start Km	End Km	Sequence

<b>OLD ROAD NUMBER</b>		
Start Km	End Km	Old Road Number
0.00	0.02	303

<b>LOG HISTORY</b>				
Start Km	End Km	Garagey	Log Date	Lead Date
0.00	0.02	+	19-MAY-02	01-JUN-03

**Aubrey Stevens**

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**From:** Trees Unlimited <admin@treesunlimited.co.za>  
**Sent:** 01 April 2014 14:45  
**To:** Aubrey Stevens  
**Subject:** FW: Old Helshoogte Pass  
**Attachments:** Old Helshoogte treeproposal.doc

Hi Aubrey

As discussed on the phone earlier, herewith the emails concerning the Old Helshoogte pass. The solution is simple and in-expensive. *Agree* Bollards will easily prevent both dumping and loitering. Please give this immediate attention. We are really getting desperate now!

In addition, the municipality have just today sent a truck with a digger to scoop up all the mess. It will be a matter of days before it's a shambles again!

I look forward to your speedy response.

Leon Visser

Lindani farm

0825679133

PS

*local money*

**From:** Garth Abrahams [<mailto:gartha@stellenbosch.org>]  
**Sent:** Friday, March 11, 2011 7:44 AM  
**To:** Trees Unlimited  
**Subject:** RE: Old Helshoogte Pass

Hi Leon

Can we have a site meeting to discuss and maybe quantify. After the tree felling bid closes, I will have a clear indication on what I can spend on tree purchases.

Please let me know.

Regards

Garth Abrahams  
Superintendent: Urban Greening  
Tel: 021-8088416  
Fax: 021-8088412  
0716322630

>>> "Trees Unlimited" <[admin@treesunlimited.co.za](mailto:admin@treesunlimited.co.za)> 3/10/2011 7:29 PM >>>  
Hi Garth

Just following up this proposal with respect to the Helshoogte Pass. I

	DIREKTORAAT	AMPTENAAR
TER INLIGTING		
KOMMENTAAR		
AFHANDELING	<i>Engineering and Technical. ES. Wentzel</i>	

VERDERE INSTRUKSIES/NOTAS:

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7.7	PARKS, OPEN SPACES AND ENVIRONMENT: (PC: CLLR N JINDELA)
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NONE

7.8	PROTECTION SERVICES: [PC: CLLR Q SMIT]
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NONE

7.9	YOUTH, SPORTS AND CULTURE: [PC: XL MDEMKA (MS)]
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NONE