

# ADDITIONAL ITEM

7.3	<b>CORPORATE SERVICES: (PC: CLLR L NKAMISA)</b>
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7.3.4	<b>BOTMASKOP ESTATE DEVELOPMENT PROPOSED LAND SWOP: BOTMASKOP ESTATE DEVELOPMENT ERF 3363 AND REMAINDER OF FARM 333, STELLENBOSCH</b>
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Collaborator No:

IDP KPA Ref No:

Meeting Date:

Good Governance

14 February 2024

**1. SUBJECT: BOTMASKOP ESTATE DEVELOPMENT PROPOSED LAND SWOP: BOTMASKOP ESTATE DEVELOPMENT ERF 3363 AND REMAINDER OF FARM 333, STELLENBOSCH**

**2. PURPOSE**

To consider the request on a possible land swap between the Municipality and Botmaskop Estate Development.

**3. DELEGATED AUTHORITY**

Council must consider the matter.

**4. EXECUTIVE SUMMARY**

The Botmaskop Development was approved by the Municipality several years ago. On 16 April 2018 an encroachment agreement was entered into between the municipality and the Reset Properties on the land they are now requesting to swop.

The developers of the Botmaskop Development has now requested that council consider a possible land swap for this encroached area (adjacent to the Botmanskop Estate Development), portions of erf 3363 and Remainder of Farm 333 Stellenbosch for a similar size portion of land higher up against the mountain portion of portion 2 of farm 490 Stellenbosch. Both portions of land are 4.69 hectares.

The matter served before the Mayoral Committee in November 2023 and was referred back to obtain a valuation report on the properties and for further refinement. A valuation report has now been received and is attached to the item as **APPENDIX 3**. It is evident from the valuation report that the properties in question are the same in hectares as well as value.

The Property Management Policy provide that an exchange of Land Agreements may be concluded, subject thereto that reasons for justifying such a step is recorded in writing. Because this will also be seen as an asset transfer the asset transfer regulations will also be applicable to such a transaction including an information statement that will have to be published. This land that is requested for the swop currently forms part of the Botmanskop nature area.

**5. RECOMMENDATION**

For consideration

**6. DISCUSSION / CONTENT****6.3 Background****6.3.1 Development of Botmaskop Lifestyle Estate, Stellenbosch**

The development of Botmaskop Lifestyle Estate was approved by the municipality several years ago, subject to certain conditions. The development is currently underway.

On 16 April 2018 an encroachment agreement was entered into between the municipality and the Reset Property Development.

**6.2. DISCUSSION****6.2.1 Location and context**

The developers of Botmaskop Estate Development have now requested that we consider a possible land swap as the expenses they will incur for the erecting of the fence will be R7 million and the current encroachment allows for termination with three months' notice. Attached hereto as **APPENDIX 1** is the letter received from the Development. Attached as **APPENDIX 2** is the encroachment agreement with Reset properties. The municipality has no agreement as per clause 4.3 of the encroachment agreement with Botmaskop Estate Development.

The areas are shown on fig 1 and 2 below. On page 2 of **APPENDIX 1** a clear indication of the proposed land swap is shown.



**Fig 1: Location**

### **6.2.2 Proposed land swap**

The request and proposal to the municipality for the land swap is in respect of two portions both 4.69 hectares, portions of erf 3363 and Remainder of Farm 333 Stellenbosch for a similar size portion of land higher up against the mountain portion of portion 2 of farm 490 Stellenbosch, in order to secure the long-term access and free flow between the various pockets of land, in support of the larger Stellenbosch community.

A valuation report was requested and is attached hereto as **APPENDIX 3**. It is evident from the valuation report that the areas in the name of the Municipality and the area in the name of the Developer are both valued at R 1 950 000.00 per hectare. The total amount of land is in question is 4.69 hectares. As the properties are the exact same size the valuation for the properties is the same.

### **6.2.3 Legal requirements**

#### **6.2.3.1 Municipal Finance Management Act (MFMA)**

In terms of Section 14 of the MFMA 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 services.

Further, in terms of Subsection (2), a municipality may dispose of land not needed to provide the main level of basic municipal services, but only if the 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.

In terms of sub-section (5) any such transfer must be **competitive** and consistent with the **SCM Policy**.

### 6.2.3.2 Asset Transfer Regulations

In terms of Regulation 5 (1) (b) of the Asset Transfer Regulations, a municipal Council may transfer or dispose of a non-exempted capital asset only after the Municipal Council:-

- (i) has **made the determination** required Section 14(2)(a) and (b); and
- (ii) has, as a consequence of such determination, **approved in principle** that the asset may be disposed of.

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) *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*

- (k) *compliance with the legislative regime applicable to the proposed transfer or disposal.*

In considering the above, Council should take into account the following:

- a) The property in question will not be required for the municipality's own use;
- b) There should be no loss as a result of the transaction;
- c) The compensation, if any, should not result in a significant economic or financial benefit to the municipality, as the proposed swop entails two portions of land equal in size (4.69ha);
- d) There should be no risks associated with the proposed swop;
- e) The transactions will have no effect on the credit rating of the municipality;
- f) There are no limitations or conditions attached to the land in question;
- g) The cost of transfer and all associated cost, such as compilations of diagrams, closing of public streets, etc, will for the account of the applicant;
- h) There are no liabilities reserved funds associated with the land in question;
- i) No comment were solicited from the community;
- j) No organ of state is involved;
- k) All legal requirements will be met

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 disposal of (e.g. tender, call for proposal, ect.);
- (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 12 (2))

### 6.2.3.3 Property Management Policy

In terms of paragraph 9.23 of the Property Management Policy the "*disposal by exchange of land will be appropriate when it is **advantageous to the Municipality** and other parties to exchange land in their ownerships and will achieve best consideration for the municipality. The Municipal Council must authorise the disposal of land by exchange with another landowner for alternative land. **Reasons for justifying this manner of disposal must be recorded in writing.***

*The exchange will usually be **equal in value**. However, an inequality in land value may be compensated for by other means where appropriate. In such circumstances the*

*Municipality must seek an independent valuation to verify that “best consideration” will be obtained”.*

#### **6.6 Financial Implications**

Should Council approve the exchange of land, as proposed by the Botmaskop Development there would be no exchange of money, but the value of the land swap must be considered. A valuation was done which has determined that the properties are not only similar in size, but also in value.

#### **6.7 Legal Implications**

See par. 6.2.2 (*supra*). If the municipality agree to a land swap a public participation process must be followed to get inputs from the public on the intention of council to swap council owned land for private land. Part of that process is the publishing of an information statement.

#### **6.8 Staff Implications**

No additional staff implications.

#### **6.9 Previous / Relevant Council Resolutions**

**MAYORAL COMMITTEE: 2023-11-16: ITEM 7.3.2 (nem con)**

##### **RESOLVED**

That this item be referred back to administration for further discussions and refinement.

#### **6.10 Risk Implications**

The risks have been addressed in the item.

#### **6.11 Comments from Senior Management**

##### **6.11.1 Director: Community and Protection Services**

No comments received.

##### **6.11.2 Director Infrastructure Services**

There is currently a municipal water line and reservoir under construction on the municipal land that is proposed to be swapped. This will have to be protected by a servitude should the land swap go ahead to ensure the municipality always has access. Any servitude registration to protect our assets and access to it will have to be for the cost of the applicants.

##### **6.11.3 Director Planning and Economic Development Services**

No comments received.

##### **6.11.4 CFO**

No comments received.

**6.11.5 Municipal Manager**

Support the content of item.

**ANNEXURES:**        **Appendix 1 Letter from Botmaskop Development**  
                             **Appendix 2 Current Encroachment Agreement**  
                             **Appendix 3 Valuation Report**

**FOR FURTHER DETAILS CONTACT:**

<b><i>NAME</i></b>	<b>Yolande van den Berg</b>
<b><i>POSITION</i></b>	<b><i>Contract Management Property and Property Maintenance</i></b>
<b><i>DIRECTORATE</i></b>	<b><i>CORPORATE SERVICES</i></b>
<b><i>CONTACT NUMBERS</i></b>	<b><i>021-8088073</i></b>
<b><i>E-MAIL ADDRESS</i></b>	<b><i>Yolande.vandenBerg@stellenbosch.gov.za</i></b>
<b><i>REPORT DATE</i></b>	<b><i>2024-01-31</i></b>

# **APPENDIX 1**



To: **YOLANDE VAN DEN BERG**  
Head: Contract Management  
Stellenbosch Municipality  
C/o Plein & Van Ryneveld Streets  
Stellenbosch,  
7600

1 August 2023

**Re: ENCROACHMENT AGREEMENT – ERF 3363 AND REM OF FARM 333**  
**(“BOTMASKOP ESTATE DEVELOPMENT”)**

Dear Mrs. van der Berg,

We wish to refer to our meeting held earlier today and wish to thank you for your time and attendance.

An Encroachment Agreement was signed between the Municipality and the owners of the 16 April 2018, which allowed for the mutual use and encroachment by the adjacent landowners.

The intention and reason for the agreement between the parties were as follows:

- (i) The encroachment agreement allows for the mutual crossing of the subject portions of land and for the use of the various roads by the parties, to provide access to the larger portions of land owned by the Municipality, on the Western side of the proposed Botmaskop Estate and towards the Banhoek valley.

The access to these Western land portions adjacent to the Delaire Graff Wine Estate, is of importance to the Municipality, for the eradication and fight of fire and for the pure reason of being able to access the remainder of your land.

- (ii) The accessibility is also of great importance to the larger Stellenbosch hiking and mountain biking community. Closure of this access road on the Botmaskop property, by means of the erection of a new security fence by the developers, will hinder any future access and ability to cross from Stellenbosch town towards the Banhoek Valley and surrounding trails and will most certainly negatively impact on the ability to host hiking, running and mountain biking events in the Banhoek Valley.

This road is clearly marked and highlighted in the picture below (Yellow line), for your ease of reference.

- (iii) Lastly and most importantly, a fence in this area and on the boundary of the Botmaskop estate property, will also stop the free flow and movement of wildlife and animals, in the Botmaskop Nature Reserve and Banhoek Valley, which will not be ideal.
- (iv) The Stellenbosch Mountain Biking and Hiking groups will not be able to access the numerous trails and access routes between Stellenbosch, the Botmaskop Nature Reserve and the Banhoek Valley, if a new security fence was to be erected on the boundary of the new Botmaskop Estate.

The motivation above is provided, to showcase that all parties will benefit from a long-term solution, in order to provide security of access, free flow of people and animals and unhindered link between Stellenbosch, town, the Botmaskop Nature Reserve and the Banhoek Valley.

As developers of the new Botmaskop Estate, we also wish to embrace and support the large mountain biking and hiking communities in Stellenbosch, by providing long-term free and unhindered access to these pockets of land.

Unfortunately, the existing Land Encroachment Agreement is insufficient in addressing these concerns and contains a 3-month cancellation clause (clause 6.1).

We now must erect the Clearvu security fence around the new Botmaskop Estate and need comfort in knowing that we have long-term tenure and security in place. The cost of the fence is approx. R7 million and cannot be easily removed and relocated once constructed.



The request and proposal for your consideration and support from the Municipality, is to replace the existing Land Encroachment Agreement with a Land Swap transaction, with the portions of land as per the current encroachment agreement, being exactly the same.

We propose to swap of the two portions of 4,69 Hectares, in order to secure the long-term access and free flow between the various pockets of land, in support of the larger Stellenbosch community.

Please find attached the existing Land Encroachment Agreement for your records and as reference.

We look forward in hearing from you and thank you for consideration of this proposal.

Yours faithfully,

A handwritten signature in black ink, appearing to be 'WR', with a long horizontal flourish extending to the right.

DR. WERNER ROUX  
CEO  
Bomaskop Estate

**Cc: Schalk van der Merwe (Environmental Affairs)**

**Ernst Gouws (STF)**

# **APPENDIX 2**



**STELLENBOSCH**  
STELLENBOSCH • PNIEL • FRANSCHHOEK  
MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

**ENCROACHMENT PERMIT**

granted by

**STELLENBOSCH MUNICIPALITY**

(herein represented by **PIET SMIT** in his capacity as Manager: Property Management  
hereinafter referred to as the "**Municipality**")

Of

Civic Centre  
Plein Street  
Stellenbosch  
7600

TO

**RESET PROPERTIES**

(herein represented by Nico van der Westhuizen in his/her  
capacity as Director)

(hereinafter referred to as "the **Encroacher**")

Of

Oude Bank Building  
Cnr Church & Bird Streets  
Stellenbosch  
7600

Tel.: 021 882 8727/082 777 1228

e-mail: Conrad@foundationcapital.co.za

**DESCRIPTION OF ENCROACHMENT:**

- a) To use a portion of Erf 3363 and Remainder Farm 333, Idas Valley, Stellenbosch for gardening and security purposes.

Permission is hereby granted by the **Municipality** to the **Encroacher**, to retain the encroachment on the property of the **Municipality** as described above and shown as Portions D and C, measuring approximately 4.69 ha in extent, on plans hereto attached as APPENDIX 1.

1. **DURATION OF THIS PERMIT**

This Permit shall come into operation on 1 April 2019, notwithstanding the date of signature and endure for an undetermined period, subject to the parties' right of earlier termination as set out in the clause 6.1.

2. **ENCROACHMENT FEE**

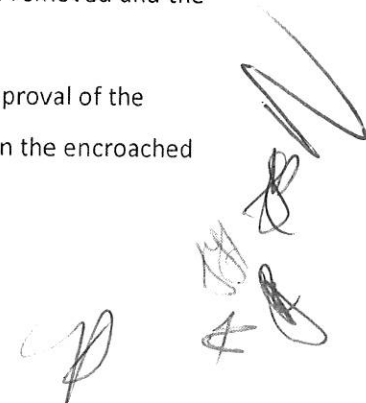
- 2.1 It is specifically recorded that no encroachment fee will be payable, seeing that the Municipality will be encroaching onto the property of Reser Property, indicated as Portion A, measuring approximately 4.69 ha, on Appendix 1

3. **RATES AND TAXES**

The **Encroacher** shall not be responsible for the payment of rates and taxes in respect of the encroachment area.

4. **USE OF THE ENCROACHMENT**

- 4.1 The **Encroached** area shall be used for **non- commercial purposes**.
- 4.2 The encroached area referred to in sub-clause 4.1 shall not be altered or extended, nor shall any further building or structure be erected thereon without the prior, written permission of the **Municipality**.
- 4.2 The **Encroacher** shall ensure that the encroachment is kept in a neat and tidy condition to the satisfaction of the **Municipality**. The **Encroacher** shall, when notified by the **Municipality**, within a period of thirty days of such notice at his/her/its own expense, trim or remove any vegetation which in the opinion of the **Municipality** is or threatens to become unsightly or dangerous, failing which the **Municipality** may cause such vegetation to be trimmed or removed at the **Encroacher's** expense.
- 4.3 The **Encroacher** agrees that in the event of the whole or portion of his/her/its property abutting the encroachment being disposed of whilst the encroachment is still in existence, it shall be a condition of such disposal that the person acquiring the said property or portion thereof shall before transfer is passed, enter into an agreement with the **Municipality** acknowledging and accepting in all respects the terms of this Permit as applying to him/her/it and that transfer will not be given or taken until such agreement by the person acquiring the property has been entered into or alternatively, the encroachment has been removed and the area encroached upon re-instated to the satisfaction of the **Municipality**.
- 4.4 No trees growing on the Property shall be pruned or removed without the approval of the **Municipality**. Specific conditions may be imposed regarding the vegetation on the encroached area.



5. **MUNICIPALITY'S RIGHT OF ACCESS**

The **Municipality** shall have the right of free access to the encroachment at all times for inspection of the encroachment and for inspection, maintenance and repair of any services which may traverse the encroachment or to install such services. The **Municipality** shall not be liable for any damage to the encroachment which may arise from such inspection, maintenance, repair or installation.

6. **TERMINATION**

6.1 This Permit may be terminated by either party at any time upon three (3) month's written notice in writing and without payment of any compensation. Upon termination of this Permit the **Encroacher** shall be obligated to remove the encroachment at his/her/its own cost and to re-instate the land encroached upon to the satisfaction of the **Municipality** and shall not be entitled to claim compensation in respect thereof.

6.2 Notwithstanding the provisions of Clause 6.1 above, the **Encroacher** shall remain liable in terms of this permit until a succeeding encroacher has succeeded him/her/it in his obligation under the permit, or the encroachment has been removed.

7. **INDEMNITY**

The **Encroacher** hereby indemnifies and undertakes to keep the **Municipality** indemnified against all liability howsoever caused or whether arising as a direct or indirect result of the existence of the encroachment or use of the area encroached upon and against all actions, suits, proceedings, claims, demands, costs and expenses whatsoever which may be taken or made against the **Municipality** or incurred or become payable by the **Municipality** at the suit of any person.

8. **SUBLETTING AND ASSIGNMENT**

The **Encroacher** shall not assign his/her/its rights under this Permit, nor sublet any portion of the encroachment without the prior written consent of the **Municipality**.

9. **OWNERSHIP**

9.1 Notwithstanding the consent granted by the **Municipality**, it shall not be deemed to have relinquished its rights to the ownership of the property or to have waived any of its rights pertaining to the property whether in terms of the current law, regulation or any other legislation to be enacted in future.



10. **DOMICILIUM**

The **Municipality** and the **Encroacher** hereby appoint irrevocably for all purposes of and connected with this Permit, the addresses stated in the heading of this Permit, to be their respective *domicilium citandi et executandi*.

11. **BREACH**

In the event of the **Encroacher** breaching any of the conditions of this Permit and failing to remedy such breach within a period of thirty days of dispatch of a notice by the **Municipality**, requiring such breach to be remedied, the **Municipality** may terminate this permit and may at the cost of the **Encroacher** cause the encroachment to be demolished, removed or filled in and the land to be re- instated to the satisfaction of the **Municipality** with no compensation payable to the **Encroacher**.

SIGNED at Stellenbosch on this 20th day of March 2018 in the presence of the undersigned witnesses

Witnesses:

1 [Signature]

2 [Signature]

(Signatures of witnesses)

[Signature]  
On behalf of the **Municipality**

I/We, the **Encroacher**, hereby certify that I/we have read and understand the above conditions and regard them as binding upon me/us.

SIGNED at STELLENBOSCH on this 16<sup>th</sup> day of April 2018 in the presence of the undersigned witnesses.

Witnesses:

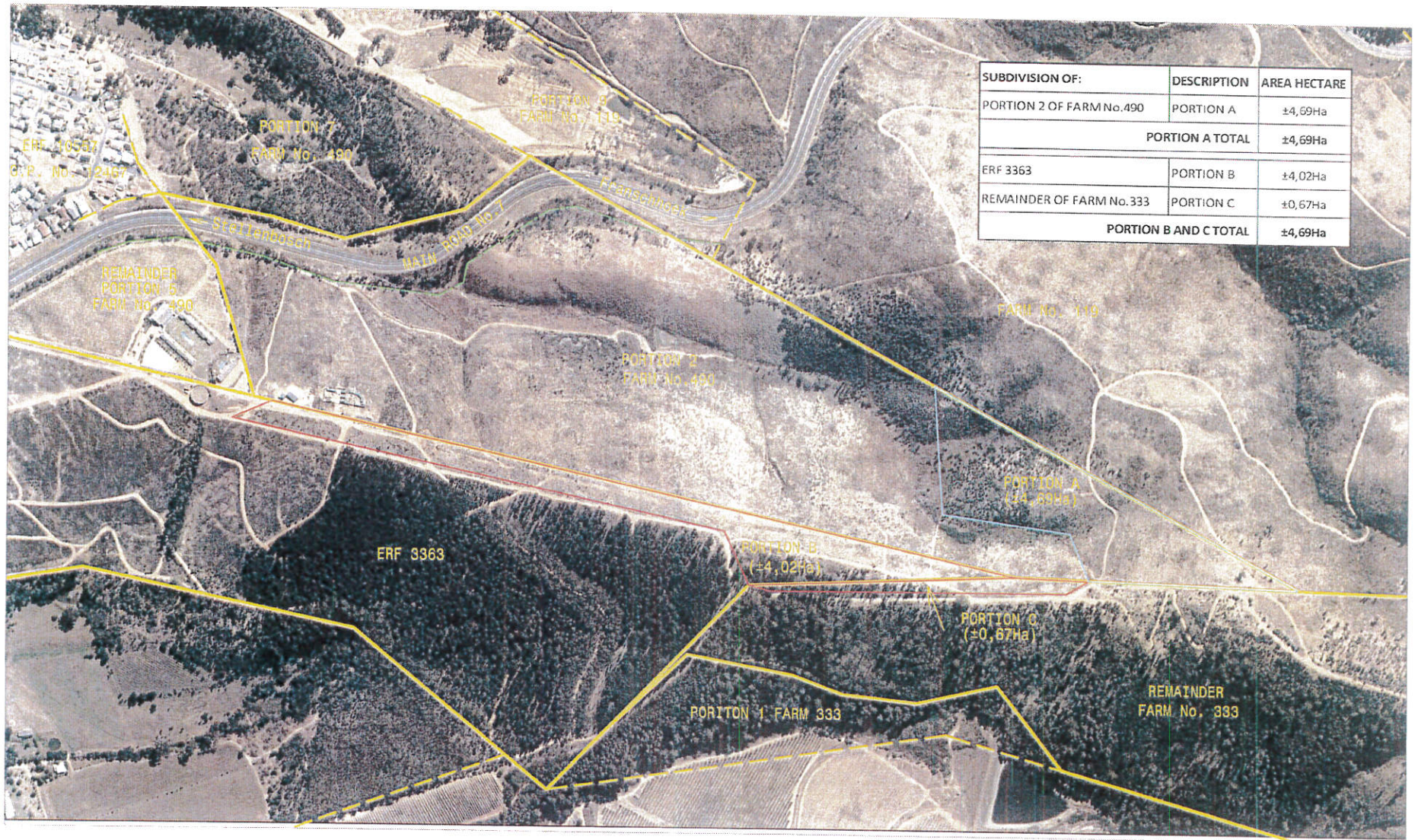
1 [Signature]

2 [Signature]

(Signatures of witnesses)

[Signature]  
On behalf of the **Encroacher**





Notes

*[Handwritten signatures and scribbles]*



**Caveat**  
 1. Any areas and dimensions are provisional and will be finalised at time of subdivision survey.  
 2. All levels are to be confirmed prior to construction.

Scale 1:5000 @A3	Date:20/10/2017	Contours:NA	System: WG 19
PROPOSED LAND SWOP STELLENBOSCH MUNICIPALITY & RESET PROP PTY LTD		<b>FRIEDLAENDER, BURGER &amp; VOLKMANN</b> Professional Land Surveyors Sectional Title Consultants Mapping Consultants Professionele Landmeter Duidelike Konsultante Kadastering Konsultante	
Ref:SA490-2E	Dwg:PROP_LAND_SWOP	39 Hertz Street / Herengat / PO Box 1 / Plettenberg 7199 TEL: 27 21 8864004 FAX: 27 21 8870880 E-mail: info@fbc.co.za	

# **APPENDIX 3**

# EXCHANGE VALUATION REPORT

PORTION OF PORTION 2 FARM 490 &  
PORTIONS OF FARM 3363 +  
REMAINDER FARM 333  
STELLENBOSCH



**HCB Property Valuations**

38 Long Street  
Moorreesburg  
7310

**Tel:** 022 433 2035  
**Email:** [admin@hcb.co.za](mailto:admin@hcb.co.za)

**EXCHANGE VALUATION REPORT – PORTION OF PORTION 2 FARM 490 & PORTIONS OF ERVEN  
3363 + 333 STELLENBOSCH**

**LIMITATIONS AND RESTRICTIONS**

This valuation report has been made with the following general assumptions:

1. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.
2. The property is valued free and clear of any or all liens or encumbrances unless otherwise stated.
3. Responsible ownership and competent property management are assumed.
4. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
5. All engineering information is assumed to be correct. The plans and illustrative material in this report are included only to assist the reader in visualizing the property.
6. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
7. It is assumed that there is full compliance with all applicable state and local environmental regulations and laws unless non-compliance is stated, defined and considered in the valuation report.
8. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless non-compliance is stated, defined and considered in the valuation report.
9. It is assumed that all required licenses, certificates of occupancy, consents or other legislative or administrative authority from any local or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
10. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespassing unless noted in this report.

A handwritten signature in black ink, appearing to read 'Botha', is positioned above a horizontal line.

Signature

**EXCHANGE VALUATION REPORT – PORTION OF PORTION 2 FARM 490 & PORTIONS OF ERVEN  
3363 + 333 STELLENBOSCH**

**LIMITATIONS AND RESTRICTIONS**

This valuation report has been made with the following general limiting conditions.

1. The apportionment, if any, of the total valuation figure in this report between land and improvements applies only under the stated client instructions and is hypothetical. The separate allocations for land and buildings must not be used in conjunction with any other valuation and are invalid if so used.
2. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the valuer, and in any event only with proper written qualification and only in its entirety.
3. The valuer herein by reason of this valuation is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.
4. Neither all nor part of the contents of this report (especially conclusions as the value, the identity of the valuer, or the firm with which the valuer is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the valuer.
5. Neither the whole nor any part of this valuation report or certificate or any reference thereto may be included in any published document, circular or statement, or published in any way without the valuer's written approval of the form and context in which it may appear. The publication shall deem to include references in company accounts and/or director's reports or any other company statement or circular.
6. The valuation is prepared on the basis that full disclosure of all information and facts which may affect the valuation, has been made to the valuer and no liability or responsibility will be accepted whatsoever for the valuation unless such full disclosure has been made.
7. This valuation is solely for the use of the party to whom it is addressed in accordance with the instructions. Reliance on it by any third party cannot be regarded as reasonable and no responsibility to any third party is or will be accepted for the whole or any part of the valuation.
8. The valuer has no personal interest in the property.
9. In the unlikely event of the client incurring any losses due to negligence of the valuers, valuers in training and assistants, the aggregate amount of the damages recoverable against the valuer shall not exceed the fee for providing the service.



\_\_\_\_\_  
Signature

**EXCHANGE VALUATION REPORT – PORTION OF PORTION 2 FARM 490 & PORTIONS OF ERVEN  
3363 + 333 STELLENBOSCH**

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**EXCHANGE VALUATION REPORT – PORTION OF PORTION 2 FARM 490 & PORTIONS OF ERVEN  
3363 + 333 STELLENBOSCH**

## **1. INTRODUCTION**

I, Coenraad Botha, registered as a Professional Valuer in terms of the Property Valuers Profession Act 47 of 2000, do hereby certify that I have inspected and identified the subject properties referred to in this report and have obtained all the necessary information to determine the market value thereof.

➤ *See Annexure 1 for Valuer Certificates*

### **1.1 Instruction**

An instruction was received from Yolande van den Berg of Stellenbosch Municipality to attend to the exchange valuation between a Portion of Portion 2 Farm 490 and Portion of Erf 3363 & Remainder Farm 333, situated in Stellenbosch. The purpose of the valuation is to determine the open market valuation of the Subject Portions as on 1 January 2024, for the Stellenbosch Municipality and the Botmaskop Lifestyle Estate to do an exchange of ownership between these three properties.

➤ *See Annexure 2 for Instruction*

### **1.2 Date of Valuation**

The date of valuation as instructed by the client is 1 January 2024.

### **1.3 Date of Inspection**

A Desktop Valuation was done.

## **2. TITLE DEED DESCRIPTION**

➤ *See Annexure 3 for Copy of Property Report*

### **2.1 Title Deed**

The property report indicates the title deed number as;

- Portion of Portion 2 Farm 490 - T11024/2023
- Portion of Erf 3363 - STF5-36/1887; T96114/2001
- Portion of Remainder Farm 333 - STF8-6/1908

### **2.2 Description**

The portions can be described as “Portion of Erf 3363 and Portion of Erf 333, Stellenbosch, Western Cape”. Hereafter in the report we will refer to these portions as “Subject Portions”.

### **2.3 Owner**

The property report indicates the owner of the subject portions as:

- Portion of Portion 2 Farm 490 - Botmaskop Fynbos Estate Pty Ltd
- Portion of Erf 3363 – Mun Stellenbosch
- Portion of Erf 333 – Mun Stellenbosch



**EXCHANGE VALUATION REPORT – PORTION OF PORTION 2 FARM 490 & PORTIONS OF ERVEN  
3363 + 333 STELLENBOSCH**

## 2.4 Extent

The extents provided by Stellenbosch Municipality are as follows:

- Portion of Portion 2 Farm 490 - ±4,69ha
- Portion of Erf 3363 – ±4,02ha
- Portion of Erf 333 – ±0,67ha

## 2.5 Purchase Price

Not relevant to this report, because it will not have an impact on Market Value.

## 2.6 Surveyor General Information

HCB could not find any discrepancies regarding the ground layout with the Surveyor General Information.

## 2.7 Title Deed Conditions

HCB did not have sight of the title deeds; thus, we cannot comment on any restrictive conditions.

## 3. LOCAL, PROVINCIAL AND CENTRAL GOVERNMENT INFORMATION

### 3.1 Local Authority

This property falls under the jurisdiction of the Stellenbosch Municipality, situated in the Western Cape.

### 3.2 Zoning

*HCB was unable to confirm zoning with the Stellenbosch Municipality, it was however assumed that the zoning be agricultural for valuation purposes, the below extract was found on the Stellenbosch Municipal website (January 2024) and HCB reserves the right to amend this report should this information be incorrect.*

#### 201. Land use within this zone

(1) The following land uses are permitted in this zone:

Primary Uses	Additional Uses (not exceeding threshold in this chapter and subject to technical approval)	Consent Uses (Application required)
<ul style="list-style-type: none"> <li>• Agricultural building (&lt;2000m<sup>2</sup>)</li> <li>• Agriculture</li> <li>• Dwelling house</li> <li>• Forestry</li> <li>• Natural environment</li> <li>• Occasional use (one event/year)</li> <li>• Private road</li> <li>• Polytunnel (&lt;2000m<sup>2</sup>)</li> <li>• Second dwelling</li> <li>• Employee housing (one unit)</li> </ul>	<ul style="list-style-type: none"> <li>• Agricultural building (&gt;2000m<sup>2</sup>)</li> <li>• Agricultural industry (&lt;2000m<sup>2</sup>)</li> <li>• Bed and breakfast establishment</li> <li>• Employee housing (exceeding one unit)</li> <li>• Guest house</li> <li>• Home day care Centre</li> <li>• Home occupation practice</li> <li>• Polytunnel (u2001m<sup>2</sup> and &lt;5000m<sup>2</sup>)</li> <li>• Rooftop base telecommunication station</li> <li>• Tourist dwelling units</li> <li>• Tourist facility (existing buildings)</li> </ul>	<ul style="list-style-type: none"> <li>• Abattoir</li> <li>• Additional dwelling units (max 4)</li> <li>• Airfield</li> <li>• Airstrip</li> <li>• Agricultural industry (u2000m<sup>2</sup>)</li> <li>• Camping site</li> <li>• Day care Centre</li> <li>• Freestanding base telecommunication station</li> <li>• Helicopter landing pad</li> <li>• Intensive feed farming</li> <li>• Kennel</li> <li>• Market</li> <li>• Occasional use (&gt; one event/year)</li> <li>• Plant nursery</li> <li>• Polytunnel (&gt;5000m<sup>2</sup>)</li> <li>• Renewable energy structure</li> <li>• Service trade</li> <li>• Tourist accommodation establishment</li> <li>• Tourist facility (new buildings or exceeding threshold)</li> <li>• Any additional use exceeding the threshold set out in this chapter</li> </ul>

### 3.3 Municipal Valuation

The municipal valuations of the subject portions are not applicable to this valuation, as only portions of the erven are being valued.

## 4. PHYSICAL DESCRIPTION

### 4.1 Location

Both erven are situated in Stellenbosch just off the Helshoogte pass. The ground is in good condition, and easily accessible.

HCB could not find any reason to believe that the location will have a negative impact on Market Value as such.

- See Annexure 4 for Locality Plan

### 4.2 Infrastructure

It was noted that all infrastructure is available to the surrounding erven and services are available.

*Note: Subject Property will be alienated for residential purposes. Subject Properties are unserviced, but service connections are available in the vicinity.*

### 4.3 Land

Subject properties are slightly elevated with ground conditions good, therefore our findings that the topography will not affect market value.

### 4.4 Improvements

The subject portions are not improved, it is vacant land.

## 5. MARKET ANALYSIS

The definition “Market Value” as laid down by the International Valuation Standards Committee is: *“The estimated amount for which an asset should exchange, on the date of valuation, between a willing buyer and a willing seller, in an arms-length transaction, after proper marketing, wherein the parties had each acted knowledgeably, prudently and without compulsion.”*

## 6. METHOD OF VALUATION

The Comparable Method of valuation is the most suitable method to apply to establish the market value of the subject property. In applying the Comparable Method, it is necessary to investigate the sales of similar types of properties that have been sold.

The below information (see 7.2) is compared to the subject property, which involves judgments as to the degree of similarity regarding value factors such as location, shape of erf and use to which the subject property can be put – additional adjustments for sale was done due to condition of subject property.

**EXCHANGE VALUATION REPORT – PORTION OF PORTION 2 FARM 490 & PORTIONS OF ERVEN 3363 + 333 STELLENBOSCH**

**7. ESTABLISHMENT OF COMPARABLES**

**7.1 Highest and Best use**

Definition: “The most probable use of a property which is physically possible, appropriately justified, legally permissible, financially feasible and which result in the highest value of the property being valued”. Therefore, it could be argued that the highest and best use of a property is, which is physically possible, appropriately justified, legal permissible, financially feasible and which result in the best value of the property to be valued.

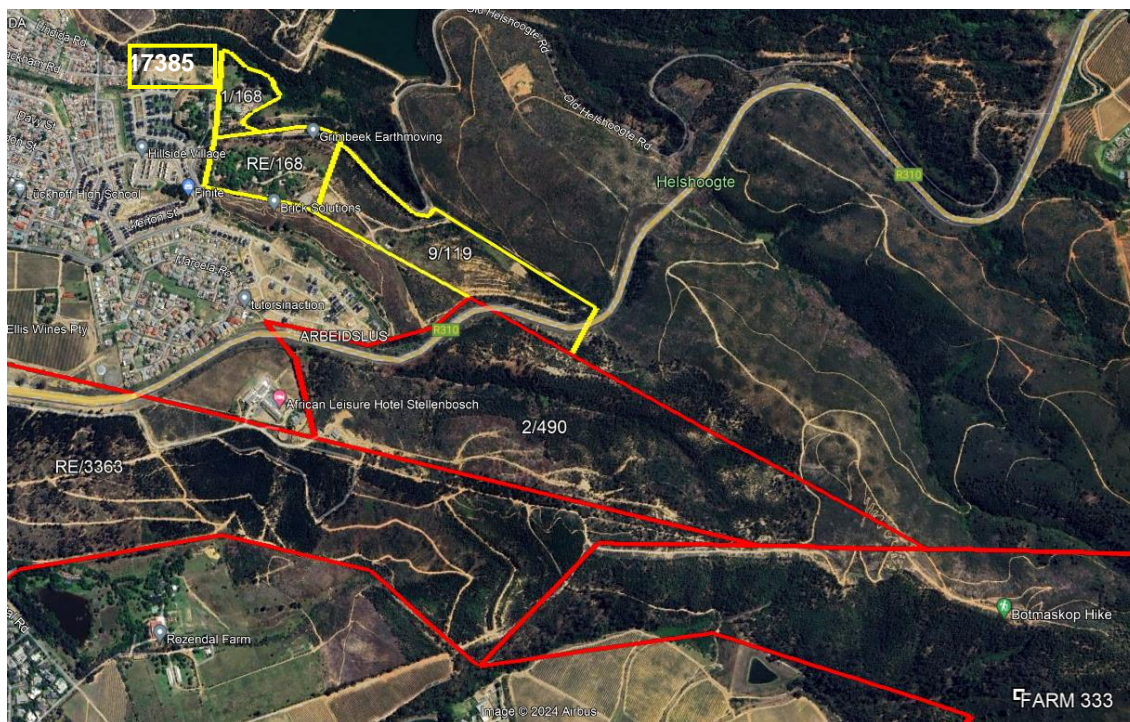
For subject property, I am of the opinion that the highest and best use is residential.

**7.2 Comparable Properties**

The following sales were noted and used to arrive at an Open Market Valuation:

**Sales**

Erf	Area	Extent	Date	Sale Price
17385	Stellenbosch	4,2578ha	2020/02/03	R12 400 000-00
168/1	Stellenbosch RD	1,9584ha	2023/06/06	R6 200 000-00
168/0 & 119/9	Stellenbosch RD	5,9045ha + 9,9034ha	2018/11/05	R22 000 000-00



**Comparable Sales – Yellow**

**Subject Properties – Red & Green**

**7.3 Conclusion**

Properties are comparable and have the same characteristics. I could not find that one of the properties would be more sought after than the other. I believe a straight swop is possible. Sales were adjusted and a rate of R1 950 000-00/ha was concluded.

It is my opinion that an Open Market Value of the subject properties on 1 January 2024 is R1 950 000-00/ha should be applied, taking into consideration sales and after adjusting for time, condition, location, zoning, and usage.

**8. CERTIFYING OF VALUE**

I hereby certify that I have identified the subject property and obtained all the necessary information to determine the market value thereof.

**Accordingly, I hereby certify that in my opinion, to the best of my knowledge, skill and expertise, the value of the subject properties on 1 January 2024 to be**

**Portion of Portion 2 Farm 490   =           R1 950 000-00/ha**  
***(One Million Nine Hundred and Fifty Thousand Rand per Hectare) VAT Excluded.***

**Portion of Erf 3363   =           R1 950 000-00/ha**  
***(One Million Nine Hundred and Fifty Thousand Rand per Hectare) VAT Excluded.***

**Portion of Erf 333   =           R1 950 000-00/ha**  
***(One Million Nine Hundred and Fifty Thousand Rand per Hectare) VAT Excluded.***




---

**Hendrik Coenraad Botha**  
**Professional Valuer**  
**Registration Number: 5601**

27 January 2024  
**Date of Signature**

## **9. CAVEATS**

This valuation has been prepared on the basis that full disclosure of all Information and factors which may affect the valuation have been made to ourselves and we cannot accept any liability or responsibility whatsoever for the Valuation unless such full disclosure has been made.

### **9.1 Valuation Standard**

This valuation has been prepared in accordance with the guidelines of the South African Institute of Valuers for valuation reports.

### **9.2 Statutory Notices and Unlawful Use**

We have assumed that the property and its value are unaffected by any statutory notice or condition of Title where Title Deeds have not been inspected, and that neither the property nor its condition, nor its use, nor its intended use, is or will be unlawful.

### **9.3 Confidentiality**

This valuation is produced exclusively for Stellenbosch Municipality and for the specific purpose to which it refers. It may be disclosed to your other professional advisers assisting you in respect of that purpose. We accept no responsibility whatsoever to any parties other than yourselves who make use of this valuation.

### **9.4 Non-Publication**

Kindly note that neither the whole nor any part of this report, nor any reference thereto may be included in any published document, circular or statement, nor published in any way without our prior written approval as to the form or context in which it may appear.

**10. ANNEXURES**

**10.1 Annexure 1 – Valuer Certificates**



SOUTH AFRICAN COUNCIL FOR THE  
**PROPERTY VALUERS  
PROFESSION**

This is to certify that

**HENDRIK COENRAAD BOTHA**

is registered as

*Professional Valuer*

In terms of section 20(2)(a) of the  
Property Valuers Profession Act, 2000

DATE OF REGISTRATION AS: Professional Valuer: 28 January 2020

DATE OF ISSUE: 13 February 2020

PERIOD OF VALIDITY: 28 January 2020 - 30 June 2024



JF Cloete  
President



REGISTRATION No: 5601



MC Seela  
Registrar

<b>EXCHANGE VALUATION REPORT – PORTION OF PORTION 2 FARM 490 &amp; PORTIONS OF ERVEN 3363 + 333 STELLENBOSCH</b>
--

## 10.2 Annexure 2 – Instruction

Beste Helen,

Ek heg hierby aan 'n nuwe instruksie vir die waardasie van twee stukke grond vir 'n moontlike grondruilooreenkoms.

Ek heg ook my item sowel as die versoek aan waarin julle verdere inligting sal kry oor die grond.

Ek hoor graag van jou.



*Kind regards,*

**Yolande van den Berg**

Head: Contract Management

**Corporate Services**

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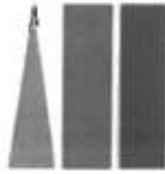
T: +27 21 808 8073 | Fax 021-886 7319

Plein Street, Stellenbosch, 7600

[www.stellenbosch.gov.za](http://www.stellenbosch.gov.za)



**EXCHANGE VALUATION REPORT – PORTION OF PORTION 2 FARM 490 & PORTIONS OF ERVEN  
3363 + 333 STELLENBOSCH**



# HCB

**Valuations and Services (Pty) Ltd**

HEAD OFFICE

38 Long Street, Moorreesburg, 7310

T: +27(0)22 433 2035 M: +27(0)83 663 2140 E: [admin@hcb.co.za](mailto:admin@hcb.co.za)

**HCB would like to assist with your valuation request.  
Kindly complete below to the best of your ability in order for us to provide you with a  
quotation and subsequent valuation report.**

<b>Erf/Farm Number:</b>	Portion of Erf 3363 & Remainder of Farm 333
<b>Town/Region:</b>	Stellenbosch
<b>Owner:</b>	Municipality & Botmaskop Lifestyle Estate
<b>Zoning and Usage:</b>	Nature Reserve & Residential
<b>Date of Valuation:</b>	January 2024
<b>Reason for valuation:</b>	Possible Land Swap
<b>Any other information you feel is pertinent to the valuation:</b>	Please see attached
<b>Expected Delivery Date:</b>	ASAP

**Should you have any questions or concerns contact:**

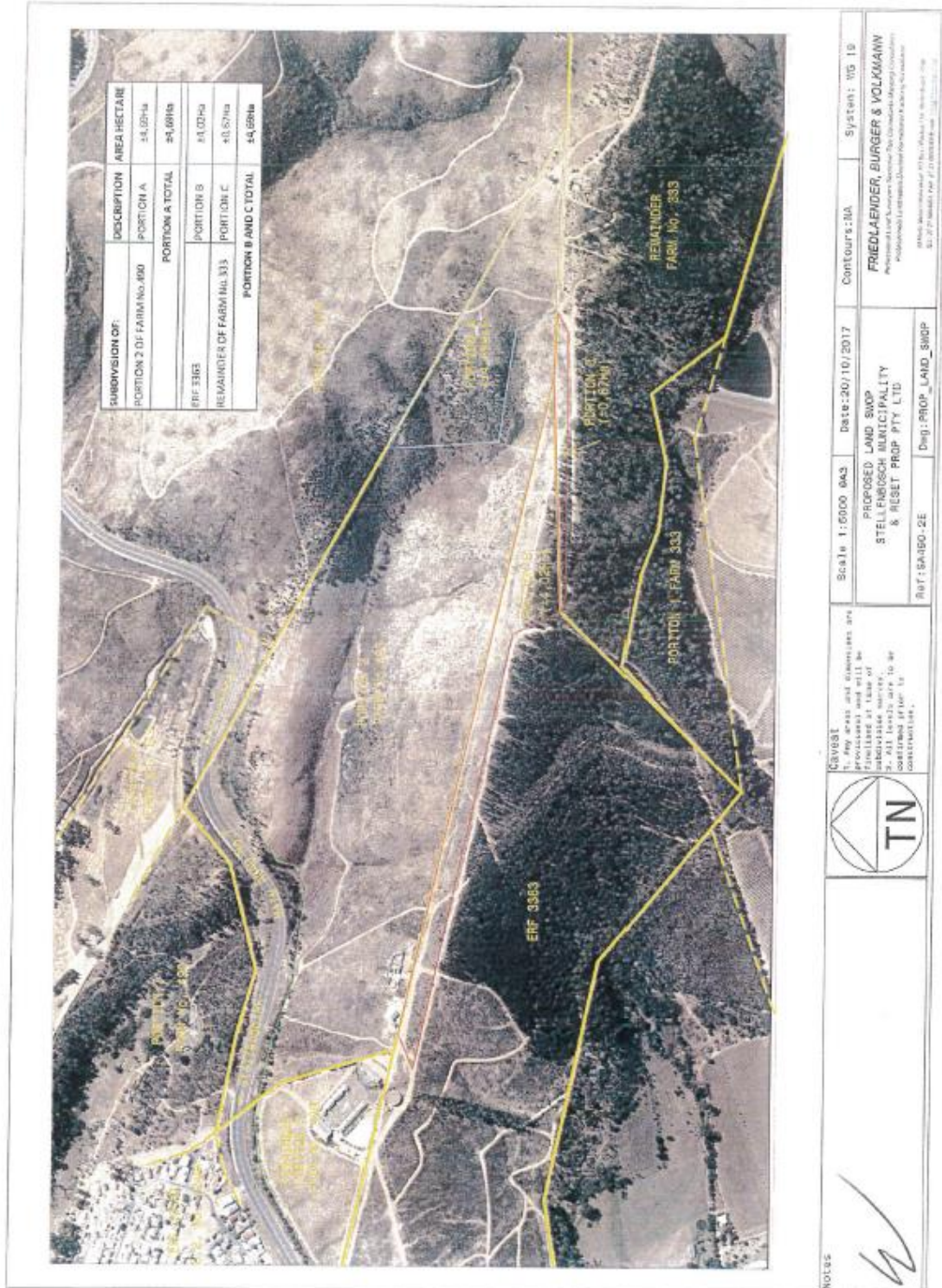
Helen: 081 4733 707 / [helen@hcbval.co.za](mailto:helen@hcbval.co.za)

Coenraad: 083 663 2140 / [coenraad@hcb.co.za](mailto:coenraad@hcb.co.za)



EXCHANGE VALUATION REPORT – PORTION OF PORTION 2 FARM 490 & PORTIONS OF ERVEN  
3363 + 333 STELLENBOSCH

10.3 Annexure 3 – Locality Plan



**EXCHANGE VALUATION REPORT – PORTION OF PORTION 2 FARM 490 & PORTIONS OF ERVEN  
3363 + 333 STELLENBOSCH**

### 10.4 Annexure 4 - Property Report and SG Diagram

#### Portion of Portion 2 Farm 490



**Hcb Valuations - Moorreesburg**  
Helen Louwrens



E-mail: helenlowrens@gmail.com  
Cell: 081 473 3707

Tel: 022 433 2035

Tel: 022 433 2038  
Email: admin@hcb.co.za  
PO Box 247, Moorreesburg, 7310

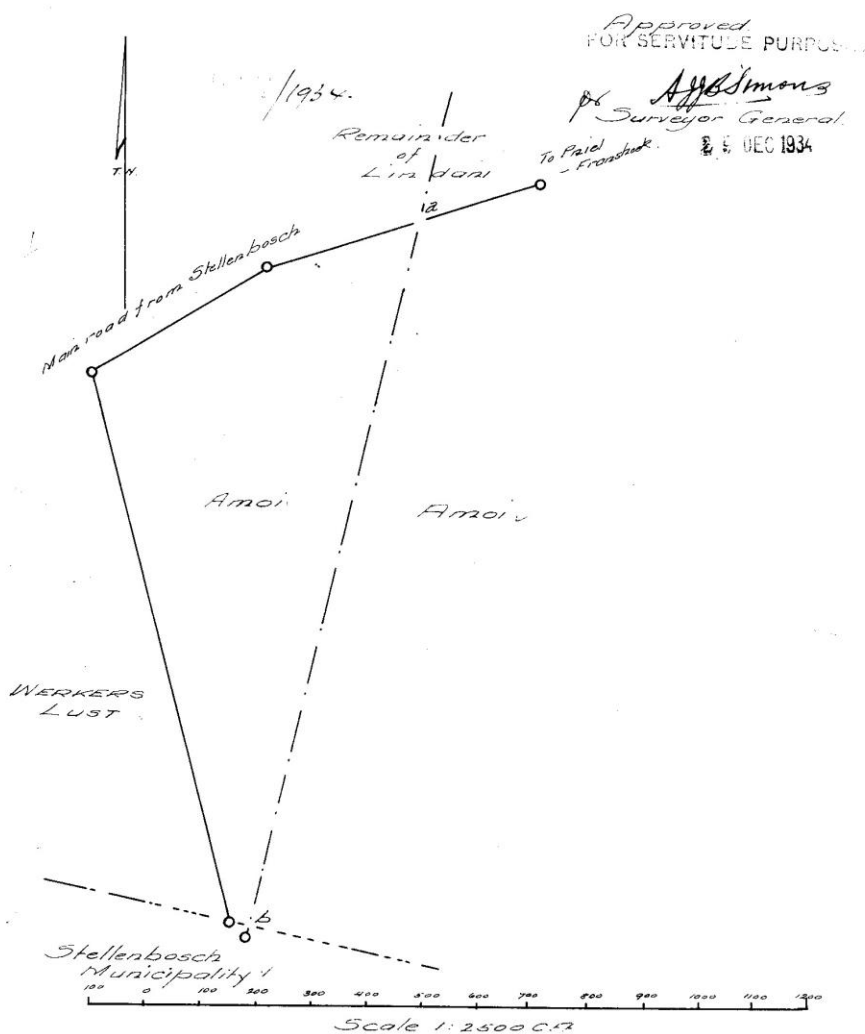


PROPERTY INFORMATION			
Farm no	490-2	GPS	18.907254°E 33.927511°S
Reg Div	STELLENBOSCH RD	Extent	306 901 m <sup>2</sup>
Address	AMOI STREET FARM 490	Cadastral extent	353 628 m <sup>2</sup>
Suburb	STELLENBOSCH RURAL	Usage	Business
Municipality	STELLENBOSCH	Type	
Province	WESTERN CAPE	Zoning	
		Zoning Desc	

MUNICIPAL VALUATION	
Total Value	R 12 300 000
Valuation Year	2021

SALE INFORMATION			
Owner	BOTMASKOP FYNBOS ESTATE PTY LTD	Title Deed	T11024/2023
Sale Price	R 200 000 000	Bond Holder	NEDBANK LTD
Sale Date	2022/06/01	Bond Amount	R 200 000 000
Registered	2023/03/23	Sale Type	PRIVATE TREATY

EXCHANGE VALUATION REPORT – PORTION OF PORTION 2 FARM 490 & PORTIONS OF ERVEN  
3363 + 333 STELLENBOSCH



The above shows "The Electricity Supply Line a b" over the farm called "Armoi", transferred to J. D. Smith on 12<sup>th</sup> January 1917 N<sup>o</sup> 170 (Diagram N<sup>o</sup> 2186, 1916) situated in the Environs of Stellenbosch Division of Stellenbosch, Province of the Cape of Good Hope.

Framed for the purpose of a servitude by me December 1934.

*A. J. Simons*  
Land Surveyor

BH-SP/212  
Y/A

This diagram belongs to the  
Deed of Servitude dated  
5<sup>th</sup> March 1936 between Solate  
A. J. A. Maasberg and Electricity  
Supply Commission, said Deed  
being annexed to Transfer Deed  
No. 6370/1935.

E. 1389/1934

**EXCHANGE VALUATION REPORT – PORTION OF PORTION 2 FARM 490 & PORTIONS OF ERVEN 3363 + 333 STELLENBOSCH**

**Portion of Erf 3363**



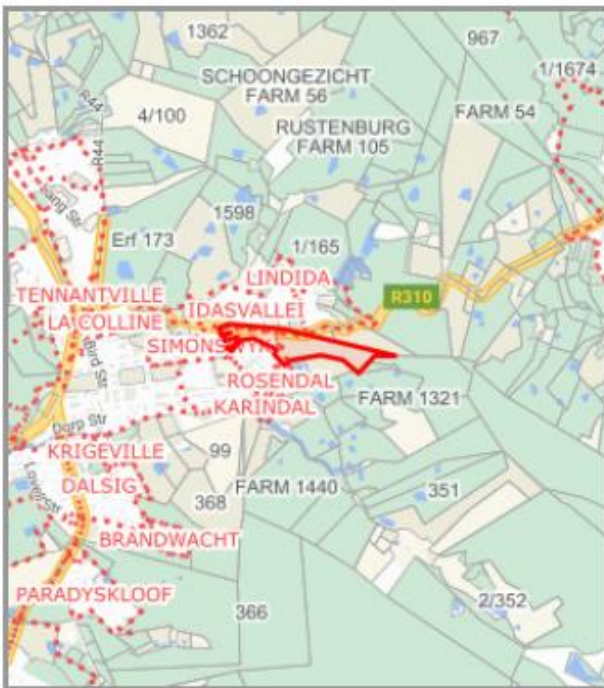
**Hcb Valuations - Moorreesburg**  
Helen Louwrens



E-mail: helenlowrens@gmail.com  
Cell: 081 473 3707

Tel: 022 433 2035

Tel: 022 433 2035  
E-mail: admin@hcb.co.za  
PO Box 247, Moorreesburg, 7310



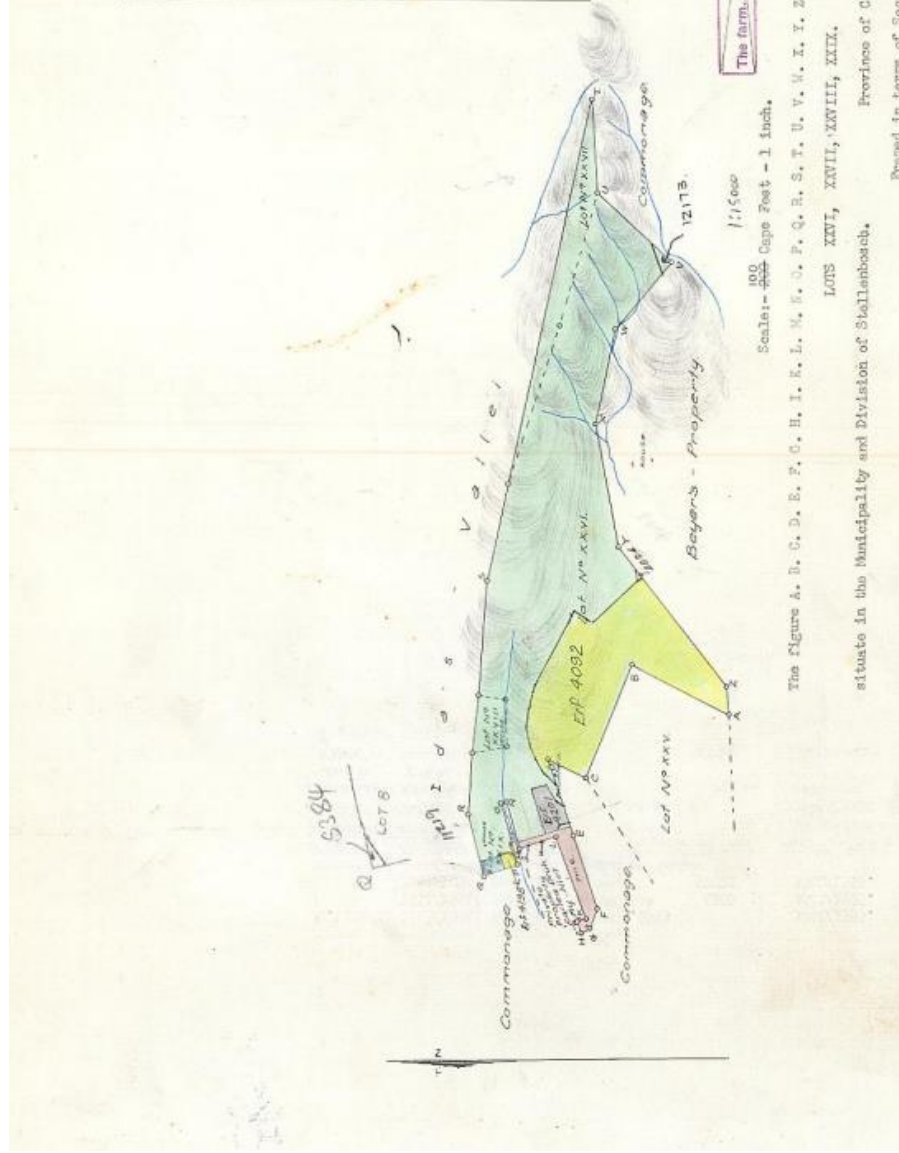
PROPERTY INFORMATION			
<b>Erf</b>	3363	<b>GPS</b>	18.895764°E 33.927768°S
<b>Township</b>	STELLENBOSCH	<b>Extent</b>	811 632 m <sup>2</sup>
<b>Address</b>	SIMONSBERG STREET	<b>Cadastral extent</b>	811 583 m <sup>2</sup>
<b>Suburb</b>	STELLENBOSCH RURAL	<b>Usage</b>	Business
<b>Municipality</b>	STELLENBOSCH	<b>Type</b>	
<b>Province</b>	WESTERN CAPE	<b>Zoning</b>	
		<b>Zoning Desc</b>	

MUNICIPAL VALUATION	
<b>Total Value</b>	R 28 951 000
<b>Valuation Year</b>	2021

**EXCHANGE VALUATION REPORT – PORTION OF PORTION 2 FARM 490 & PORTIONS OF ERVEN 3363 + 333 STELLENBOSCH**

Approved.  
*H. J. J. van der Merwe*  
 Surveyor-General  
 12-20-1927

Side.	Angles.	Distances.	Co-ordinates.
Cape Roads.	o "	Y's.	X's.
AB	110.90	60.16.30	A - 97.52 - 1182.34
BC	123.43	275.11.20	B - 19.18 - 1259.97
CD	44.37	86.30.20	C + 59.23 - 1164.68
DE	82.50	314.28.10	D + 91.86 - 1195.01
EF	78.09	178.33.40	E + 89.05 - 1112.46
FG	23.23	141.27.40	F + 89.22 - 1074.37
GH	8.81	138.13.0	G + 103.96 - 1016.18
HI	11.59	83.41.30	H + 112.64 - 1014.68
IK	9.83	90.0.0	I + 113.35 - 1026.25
KL	90.34	270.0.0	K + 109.74 - 1026.85
LM	36.64	270.0.0	L + 109.05 - 1117.02
NO	51.91	83.19.20	M + 147.62 - 1114.66
PO	4.84	273.16.30	N + 144.74 - 1166.49
QP	64.93	0	O + 149.38 - 1166.48
RQ	36.26	93.11.40	P + 153.09 - 1101.65
SR	64.93	86.48.20	Q + 189.35 - 1101.59
ST	236.43	160.34.50	R + 185.44 - 1166.42
TU	503.53	172.16.50	S + 95.29 - 1384.82
UV	94.10	15.17.30	T - 158.31 - 1319.83
VW	104.34	223.52.30	U - 134.04 - 1728.31
WX	89.07	93.22.10	V - 184.51 - 1637.59
YZ	97.39	208.1.30	W - 109.22 - 1990.00
ZA	130.71	301.40.50	X - 61.05 - 1505.16
	177.82	208.22.30	Y - 43.94 - 1375.91
	27.82	114.41.0	Z - 104.97 - 1209.22



The farm No. 332

Scale: 1:15000 Cape Feet - 1 inch.

The figure A. B. C. D. E. F. G. H. I. K. L. M. N. O. P. Q. R. S. T. U. V. W. X. Y. Z. represents 134 Morgen 411 Square Rods of land being

LOTS XVI, XVII, XVIII, XIX. Province of Cape of Good Hope.

Printed in terms of Section 39 of Act 9/1927 From survey by J. J. van der Merwe, Land Surveyor, in April 1927.

This diagram is annexed to Deed of Grant No. 261, F. 5-36 dated 24/3/1927. in favour of Municipality of Stellenbosch.

Registrar of Deeds.  
 1226/1927.

File S. 23.  
 Degree Sheets 26-27A, 26-27B.

M 2769  
 M 2773  
 M 2770  
 S.S./C.F.L.

VIA ENCLOSURE  
 BIEN KEERTY VAN KAART

**EXCHANGE VALUATION REPORT – PORTION OF PORTION 2 FARM 490 & PORTIONS OF ERVEN  
3363 + 333 STELLENBOSCH**

**Remainder of Farm 333**



**Hcb Valuations - Moorreesburg**  
Helen Louwrens

E-mail: helenlouwrens@gmail.com  
Cell: 081 473 3707

Tel: 022 433 2035



Tel: 022 433 2035  
Email: admin@hcb.co.za  
PO Box 247, Moorreesburg, 7810



PROPERTY INFORMATION			
Farm no	333	GPS	18.91524°E 33.932167°S
Reg Div	STELLENBOSCH RD	Extent	696 770 m²
Address	HELSHOOGTE STREET FARM 333	Cadastral extent	696 770 m²
Suburb	STELLENBOSCH RURAL	Usage	Farm
Municipality	STELLENBOSCH	Type	
Province	WESTERN CAPE	Zoning	
		Zoning Desc	

MUNICIPAL VALUATION	
Total Value	R 3 565 000
Valuation Year	2021

SALE INFORMATION			
Owner	MUN STELLENBOSCH	Title Deed	STF8-6/1908
Sale Price	-	Bond Holder	-
Sale Date	-	Bond Amount	-
Registered	1908/08/01	Sale Type	-

ACCOMMODATION					
Condition	-	Age	-	Building Extent	-
Bed Rooms	-	Reception Rooms	-	Alarm	-
Bath Rooms	-	En Suite	-	Pool	-
Study	-	Domestic Accom.	-	Garden	-
Garages	-	P Bays/C Ports	-	Borehole	-
Special Features				Perim Security	-
				Tennis Court	-
				Sprinkler System	-
				Outside Accom.	-

**EXCHANGE VALUATION REPORT – PORTION OF PORTION 2 FARM 490 & PORTIONS OF ERVEN  
3363 + 333 STELLENBOSCH**

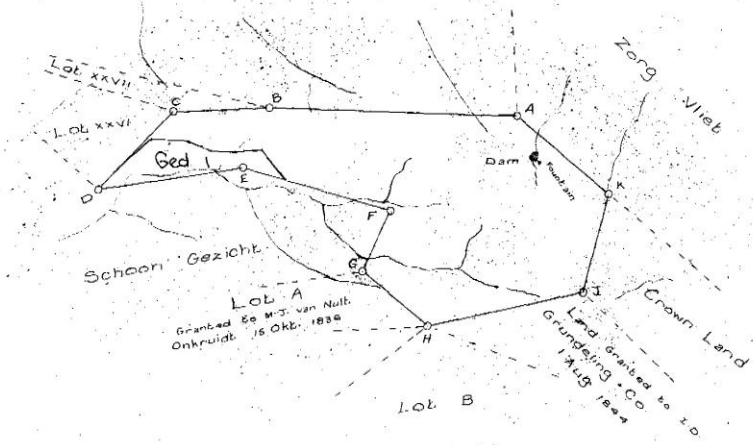
NO. 853/1907.

The numerical data of this diagram are sufficiently consistent.  
(Sgd) M. C. Vos,  
Examiner.

Co-ordinates.		Sides.	Angles.	
Y's	X's			
A	- 10863.24	- 105.76	AB 241.36	A 141.28.30
B	- 10622.04	- 114.43	BC 94.26	B 175.44.30
C	- 10527.85	- 110.81	CE 104.23	C 136. 3.10
D	- 10455.64	- 35.65	DE 142.29	D 37.42.50
E	- 10596.39	- 56.52	EF 149.27	E 205.13.20
F	- 10739.30	- 13.40	FG 63.89	F 278.45.10
G	- 10711.75	+ 44.25	GH 84.30	G 103.38.00
H	- 10777.10	+ 97.50	HI 153.96	H 128.53.10
J	- 10927.73	+ 65.65	JK 98.73	J 116.17.20
K	- 10952.20	- 30.00	KA 116.85	K 116. 4.10



Groot en Klein Idas Vallei en Nazareth



The farm.....No. 333

Scale: 100 Cape Roods - 1 Inch. 1:15000

The above figure A,B,C,D,E,F,G,H,I,J,K. represents 89 Morgen 537 Square Roods of Crown Land, being Lot No. 11V, in F.C. Environs of Stellenbosch, Division of STELLENBOSCH.

- Bounded N. from A to B by Groot en Klein Idas Vallei en Nazareth and from B to C by Lot No. XXVII.
- N.W. from C to D by Lot No. XXVI.
- S. from D. to F and N.W. from F to G by Schoongezicht.
- S.W. from G to H by Lot A granted to M. J. van Nult on 15 October, 1836.
- S. from H to J by Land granted to I. D. Gruneling & Co. 1 Aug., 1841.
- E. from J to K by Crown Land and N.E. from K to A by Zorgvliet.

Surveyed and begun by me according to regulations.

(Sgd) W. A. Buller.  
Govt. Land Surveyor.  
1st June, 1907.

Copied from diagram relating  
Title Stel. P. 8  
No. 6  
dated 8.1.1908.  
11.2.1952.

FOR CHECK AGAIN  
SEE BACK OF DIAGRAM

H. de K./P.S.

V.N. 333

<p align="center"><b>EXCHANGE VALUATION REPORT – PORTION OF PORTION 2 FARM 490 &amp; PORTIONS OF ERVEN 3363 + 333 STELLENBOSCH</b></p>
--

**Annexure 4 – Valuation Certificate****HC B****Valuations and Services (Pty) Ltd****HEAD OFFICE**

38 Long Street, Moorreesburg, 7310

T: +27(0)22 433 2035 M: +27(0)83 663 2140 E: [admin@hcb.co.za](mailto:admin@hcb.co.za)***Valuation Certificate***

Client:	Stellenbosch Municipality
Erf Number:	Portion of Portion 2 Farm 490
Title Deed Number:	T11024/2023
Area/Town:	Stellenbosch RD
Owner:	Botmaskop Fynbos Estate Pty Ltd
Erf Extent:	±4,69ha
Date of Valuation:	1 January 2024
Reference Number:	EXVAL/PTN2/490/STBRD
Valuation Amount:	R1 950 000-00/ha

**Comments:**

<p>This Valuation Certificate Must be Read in Conjunction with the Attached Valuation Report.</p>
---

---

**Hendrik Coenraad Botha**  
**Professional Valuer**  
**Registration Number: 5601**



<p align="center"><b>EXCHANGE VALUATION REPORT – PORTION OF PORTION 2 FARM 490 &amp; PORTIONS OF ERVEN 3363 + 333 STELLENBOSCH</b></p>
--



# HCB

**Valuations and Services (Pty) Ltd**

**HEAD OFFICE**

38 Long Street, Moorreesburg, 7310

T: +27(0)22 433 2035 M: +27(0)83 663 2140 E: [admin@hcb.co.za](mailto:admin@hcb.co.za)

## ***Valuation Certificate***

Client:	Stellenbosch Municipality
Erf Number:	Portion of Erf 3363
Title Deed Number:	STH5-36/1887; T96114/2001
Area/Town:	Stellenbosch
Owner:	Mun Stellenbosch
Erf Extent:	±4,02ha
Date of Valuation:	1 January 2024
Reference Number:	STB/PTN/3363
Valuation Amount:	R1 950 000-00/ha

**Comments:**

<p>This Valuation Certificate Must be Read in Conjunction with the Attached Valuation Report.</p>
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**Hendrik Coenraad Botha**  
**Professional Valuer**  
**Registration Number: 5601**

EXCHANGE VALUATION REPORT – PORTION OF PORTION 2 FARM 490 & PORTIONS OF ERVEN  
3363 + 333 STELLENBOSCH



# HCB

Valuations and Services (Pty) Ltd

HEAD OFFICE

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## *Valuation Certificate*

Client: Stellenbosch Municipality  
Erf Number: Portion of Erf 333  
Title Deed Number: STF8-6/1908  
Area/Town: Stellenbosch RD  
Owner: Mun Stellenbosch  
Erf Extent: ±0,67ha  
Date of Valuation: 1 January 2024  
Reference Number: STBRD/PTN/333  
Valuation Amount: R1 950 000-00/ha

**Comments:**

This Valuation Certificate Must be Read in Conjunction with the Attached Valuation Report.

**Hendrik Coenraad Botha**  
Professional Valuer  
Registration Number: 5601