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NOTICE OF MUNICIPAL PLANNING

TRIBUNAL MEETING

OF STELLENBOSCH MUNICIPALITY

FRIDAY, 2020-01-31 FROM 10:00-15:00

VOLUME 2

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LAND USE PLANNING REPORT TO THE MUNICIPAL PLANNING TRIBUNAL

APPLICATION FOR THE REMOVAL OF RESTRICTIVE TITLE DEED CONDITIONS, CONSOLIDATION, REZONING, DEPARTURES AND APPROVAL OF THE SITE DEVELOPMENT PLAN FOR THE UNREGISTERED CONSOLIDATED ERVEN 144,145, 166, 167, 168, 169, 170, STELLENBOSCH.

Reference number	LU/8676	Application submission date	2018-10-22	Date report finalized	2019-12-03

PURPOSE OF REPORT

To provide the Municipal Planning Tribunal with the pertinent facts to consider the application for the Redevelopment of the consolidated property through the Removal of Restrictive Title Deed Conditions, Consolidation, Rezoning, Departures and Approval of the Site Development Plan.

PART A: AUTHOR DETAILS				
First name(s) and Surname	Robert Fooy			
Job title	Senior Town Planner			
SACPLAN registration number				
Directorate/Department	Planning and Economic Development			
Contact details	021 808 8680			
PART B: APPLICANT DETAILS				
First name(s) and Surname	Gerhard Swart			
SACPLAN registration number	PR. PLANNER (SA): A/1126/1999			
Company name	Urban Dynamics South Cape (Pty) Ltd	Is the applicant authorized to submit this application?	Y	N
Registered owner(s)	Buffshelfco 54 (Pty) Ltd			
PART C: PROPERTY DETAILS				
Property description (in accordance with Title Deed)	Erven 143 – 145 Stellenbosch; and Erven 166 – 170 Stellenbosch			

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Physical address	Dennesig-; Hofman- and Paul Kruger Roads			Town / City	Stellenbosch	
Current zoning	Single Residential	Extent (m^2 /ha)	8 383m^2	Are there existing buildings on the property?	**Y**	N
Applicable Zoning Scheme	Stellenbosch Municipality Zoning Scheme Regulations, 1996					
Current Land Use	There are currently dwelling units located on the subject properties.			Title Deed number & date	T42945/2004 (Erf 143) T16264/2007 (Erf 144) T73636/2006 (Erf 145) T4031/1990 (Erf 166) T65369/2010 (Erf 167) T2509/2017 (Erf 168) T15201/1959 (Erf 169) T98235/2000 (Erf 170)	

Any restrictive title conditions applicable?		**Y**	If Yes, list condition number(s)	The following section is a summary of the restrictive title deed conditions imposed in the above-mentioned title deeds: ***Use of water from the Kromme River is not permitted -*** • T42945/2004: Condition B(a) • T16264/2007 & T9837/2002: Condition B(I)(a) • T73636/2006: Condition B(a) • T4031/1990: Condition B(1) • T65369/2010: Condition B(1) • T2509/2017: Condition B(1) • T15201/1959: Condition A(1) • T98235/2000: Condition B(1) ***No liquor store or canteen are to be erected. Nor shall any hotel, butcher, general or other businesses of a likewise nature, be operated on the property -*** • T42945/2004: Condition B(c) • T16264/2007 & T9837/2002: Condition B(I)(b) • T73636/2006: Condition B(b) • T4031/1990: Condition B(2) • T65369/2010: Condition B(3) • T2509/2017: Condition B(3) • T15201/1959: Condition A(3) • T98235/2000: Condition B(3)

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				The property be utilised for residential purposes only - • T42945/2004: Condition C(a) • T16264/2007 & T9837/2002: Condition B(II)(a) • T73636/2006: Condition C(a) • T4031/1990: Condition C(b) • T65369/2010: Condition C(b) • T2509/2017: Condition C(b) • T15201/1959: Condition B(b) • T98235/2000: Condition C(b) ***The property may not be subdivided -*** • T42945/2004: Condition C(b) • T16264/2007 & T9837/2002: Condition B(II)(b) • T73636/2006: Condition C(b) • T4031/1990: Condition C(c) • T65369/2010: Condition C(c) • T2509/2017: Condition C(c) • T15201/1959: Condition B(c) • T98235/2000: Condition C(c) ***That not more than one dwelling house be erected on the property, and that not more than one third of the area be built upon -*** • T42945/2004: Condition C(c) • T16264/2007 & T9837/2002: Condition B(II)(c) • T73636/2006: Condition C(c) • T4031/1990: Condition C(d) • T65369/2010: Condition C(d) • T2509/2017: Condition C(d) • T15201/1959: Condition B(d) • T98235/2000: Condition C(d) ***No building be erected within 5.67m / 18 feet / 3.15m / 10 feet of the street boundary -*** • T42945/2004: Condition C(d) • T16264/2007 & T9837/2002: Condition B(II)(d) • T73636/2006: Condition C(d) • T4031/1990: Condition C(e)

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				• T65369/2010: Condition C(f) • T2509/2017: Condition C(f) • T15201/1959: Condition B(f) • T98235/2000: Condition C(f) ***Registration of a servitude to accommodate sewer pipelines, as required by the Municipality -*** • T42945/2004: Condition D(3) • T16264/2007 & T9837/2002: Condition B(III)(3) • T73636/2006: Condition D(3) • T15201/1959: Condition C(3) ***All subsequent land owners to be subject to Condition (B)(I)(b) -*** • T16264/2007 & T9837/2002: Clause IV ***All subsequent land owners to be subject to conditions pertaining to relevant business operations -*** • T16264/2007 & T9837/2002: Clause V
Any third party conditions applicable?		**N**	If Yes, specify	
Any unauthorised land use/building work?		**N**	If Yes, explain	
Heritage Compliant?	**Y**		If No, specify	
NEMA Compliant?	**Y**		If No, specify	

PART D: APPLICATION DESCRIPTION

The proposed development requires a land use application, for the following:

1. The **consolidation** of the following erven in terms of Section 15(2)(e) of the Stellenbosch Municipal Land Use Planning By-Law, 2015, to create an unregistered property with an area of ± 8 383 m²;

- Erf 143, Stellenbosch
- Erf 144, Stellenbosch
- Erf 145, Stellenbosch
- Erf 166, Stellenbosch
- Erf 167, Stellenbosch
- Erf 168, Stellenbosch
- Erf 169, Stellenbosch
- Erf 170, Stellenbosch

2. The **rezoning** of the unregistered property in terms of Section 15(2)(a) of the Stellenbosch Municipal Land Use Planning By-Law, 2015 from **Single Residential** to **Specific Business**;
3. A **permanent departure**, in terms of Section 15(2)(b) of the Stellenbosch Municipal Land Use Planning By-Law, 2015 pertaining to the provisions of Section 10.5.1. of the Stellenbosch Municipality Zoning Scheme Regulations, 1996 to permit residential units on the ground floor a Specific Business Zone.
4. A **permanent departure**, in terms of Section 15(2)(b) of the Stellenbosch Municipal Land Use Planning By-Law, 2015 pertaining to the provisions of Section 10.5.3(e) of the Stellenbosch Municipality Zoning Scheme Regulations, 1996 to permit a building of six (6) storeys, in lieu of three (3) storeys, for residential units within a Specific Business Zone.
5. A **permanent departure**, in terms of Section 15(2)(b) of the the Stellenbosch Municipal Land Use Planning By-Law, 2015 pertaining to the provisions of Section 10.4.3.(a) of the Stellenbosch Municipality Zoning Scheme Regulations, 1996 for the relaxation of building lines, as follows:

GROUND FLOOR

5.1 **Street building line** (along Dennesig Road) from **7.6m** to **1.9m** for residential use on ground floor (as per Building Line Plan No 1 dated 1 November 2019 and SDP).

5.2 **Street building line** (along Paul Kruger Road) from **7.6m** to **1.9m** for residential use on ground floor (as per Building Line Plan No 1 dated 1 November 2019 and SDP).

5.3 **Street building line** (along Paul Kruger Road) from **7.6m** to **0m** to accommodate a substation and refuse area (as per Building Line Plan No 1 dated 1 November 2019 and SDP).

5.4 **Lateral building line** (along Erf 142 Stellenbosch) from **4.6m** to **0m** to accommodate a substation, generator room and refuse area (as per Building Line Plan No 1 dated 1 November 2019 and SDP).

5.5 **Lateral building line** (along Erf 165 Stellenbosch) from **4.6m** to **0m** for residential use on ground floor (as per Building Line Plan No 1 dated 1 November 2019 and SDP).

5.6 **Lateral building line** (along Erf 146 Stellenbosch) from **4.6m** to **3.2m** for residential use on ground floor (as per Building Line Plan No 1 dated 1 November 2019 and SDP).

5.7 **Lateral building line** (along Erf 146 Stellenbosch) from **4.6m** to **2.4m** to accommodate a security room on ground floor (as per Building Line Plan No 1 dated 1 November 2019 and SDP).

FIRST FLOOR

5.8 **Street building line** (along Paul Kruger, Hofman and Dennesig Roads) from **7.6m** to **0m** to accommodate residential uses on the first floor (as per Building Line Plan No 2 dated 1 November 2019 and SDP).

5.9 **Lateral building line** (along a portion of Erf 142 Stellenbosch) from **4.6m** to **0m** to accommodate residential uses on the first floor (as per Building Line Plan No 2 dated 1 November 2019 and SDP).

5.10 **Lateral building line** (along a portion of Erf 142 Stellenbosch) from **4.6m** to **2.6m** to accommodate residential uses on the first floor (as per Building Line Plan No 2 dated 1 November 2019 and SDP).

5.11 **Lateral building line** (along a portion of Erf 165 Stellenbosch) from **4.6m** to **0m** to accommodate residential uses on the first floor (as per Building Line Plan No 2 dated 1 November 2019 and SDP).

5.12 **Lateral building line** (along a portion of Erf 146 Stellenbosch) from **4.6m** to **3.2m** to accommodate residential uses on the first floor (as per Building Line Plan No 2 dated 1 November 2019 and SDP).

5.13 **Lateral building line** (along a portion of Erf 146 Stellenbosch) from **4.6m** to **3.5m** to accommodate residential uses on the first floor (as per Building Line Plan No 2 dated 1 November 2019 and SDP).

SECOND FLOOR

5.14 **Street building line** (along Paul Kruger, Hofman and Dennesig Roads) from **7.6m** to **0m** to accommodate residential uses on the second floor (as per Building Line Plan No 3 dated 1 November 2019 and SDP).

5.15 **Lateral building line** (along a portion of Erf 142 Stellenbosch) from **4.6m** to **0m** to accommodate residential uses on the second floor (as per Building Line Plan No 3

dated 1 November 2019 and SDP).

5.16 **Lateral building line** (along a portion of Erf 142 Stellenbosch) from **4.6m** to **2.6m** to accommodate residential uses on the second floor (as per Building Line Plan No 3 dated 1 November 2019 and SDP).

5.17 **Lateral building line** (along a portion of Erf 165 Stellenbosch) from **4.6m** to **0m** to accommodate residential uses on the second floor (as per Building Line Plan No 3 dated 1 November 2019 and SDP).

5.18 **Lateral building line** (along a portion of Erf 146 Stellenbosch) from **4.6m** to **3.2m** to accommodate residential uses on the second floor (as per Building Line Plan No 3 dated 1 November 2019 and SDP).

5.19 **Lateral building line** (along a portion of Erf 146 Stellenbosch) from **4.6m** to **3.5m** to accommodate residential uses on the second floor (as per Building Line Plan No 3 dated 1 November 2019 and SDP).

THIRD FLOOR

5.20 **Street building line** (along Paul Kruger, Hofman and Dennesig Roads) from **4.6m** to **0m** to accommodate residential uses (including balconies and pergola structures above) on the third floor (as per Building Line Plan No 4 dated 1 November 2019 and SDP).

5.21 **Lateral building line** (along a portion of Erf 142 Stellenbosch) from **4.6m** to **0m** to accommodate residential uses (including a balcony) on the third floor (as per Building Line Plan No 4 dated 1 November 2019 and SDP).

5.22 **Lateral building line** (along a portion of Erf 142 Stellenbosch) from **4.6m** to **2.6m** to accommodate residential uses (including a balcony) on the third floor (as per Building Line Plan No 4 dated 1 November 2019 and SDP).

5.23 **Lateral building line** (along a portion of Erf 165 Stellenbosch) from **4.6m** to **0m** to accommodate residential uses on the third floor (as per Building Line Plan No 4 dated 1 November 2019 and SDP).

5.24 **Lateral building line** (along a portion of Erf 146 Stellenbosch) from **4.6m** to **3.2m** to accommodate residential uses (including a balcony) on the third floor (as per Building Line Plan No 4 dated 1 November 2019 and SDP).

5.25 **Lateral building line** (along a portion of Erf 146 Stellenbosch) from **4.6m** to **3.5m** to accommodate residential uses (including a balcony and pergola structures above) on the third floor (as per Building Line Plan No 4 dated 1 November 2019 and SDP).

FOURTH FLOOR

5.26 **Street building line** (along Paul Kruger Road) from **7.6m** to **1.9m** to accommodate residential uses on the fourth floor (as per Building Line Plan No 5 dated 1 November 2019 and SDP).

5.27 **Street building line** (along Dennesig and a portion of Hofman Road) from **7.6m** to **0m** to accommodate residential uses (including balconies and pergola structures above) on the fourth floor (as per Building Line Plan No 5 dated 1 November 2019 and SDP).

5.28 **Lateral building line** (along a portion of Erf 142 Stellenbosch) from **4.6m** to **2m** to accommodate residential uses on the fourth floor (as per Building Line Plan No 5 dated 1 November 2019 and SDP).

5.29 **Lateral building line** (along a portion of Erf 142 Stellenbosch) from **4.6m** to **2.6m** to accommodate residential uses on the fourth floor (as per Building Line Plan No 5 dated 1 November 2019 and SDP).

5.30 **Lateral building line** (along a portion of Erf 165 Stellenbosch) from **4.6m** to **0m** to accommodate residential uses on the fourth floor (as per Building Line Plan No 5 dated 1 November 2019 and SDP).

FIFTH FLOOR

5.31 **Street building line** (along Dennesig and a portion of Hofman Roads) from **7.6m** to **1.9m** to accommodate residential uses on the fifth floor (as per Building Plan No 6 dated 1 November 2019 and SDP).

5.32 **Lateral building line** (along a portion of Erf 142 Stellenbosch) from **7.6m** to **2.6m** to accommodate residential uses on the fifth floor (as per Building Line Plan No 6 dated 1 November 2019 and SDP).

5.33 **Lateral building line** (along a portion of Erf 165 Stellenbosch) from **4.6m** to **0m** to accommodate residential uses on the fifth floor (as per Building Line Plan No 6 dated 1 November 2019 and SDP).

6. A **permanent departure**, in terms of Section 15(2)(b) of the the Stellenbosch Municipal Land Use Planning By-Law, 2015 pertaining to the provisions of Section 10.5.3(b) of the Stellenbosch Zoning Scheme Regulations, 1996 to allow the increase the permissible coverage to 58% in lieu of the 50%, for residential uses above the ground storey.

7. A **permanent departure**, in terms of Section 15(2)(b) of the the Stellenbosch Municipal Land

Use Planning By-Law, 2015 pertaining to the provisions of Section 10.4.3(h)(i) of the Stellenbosch Municipality Zoning Scheme Regulations, 1996 to permit a parking ratio of 0.96 parking bays per bedroom, in lieu of 1 parking bay per bedroom.

8. A **permanent departure**, in terms of Section 15(2)(b) of the Stellenbosch Municipal Land Use Planning By-Law, 2015 pertaining to the provisions of Section 10.5.3(c) of the Stellenbosch Municipality Zoning Scheme Regulations, 1996 to permit doors, windows and openings on lateral or rear boundaries.

9. The **removal of restrictive title deed conditions**, in terms of Section 15(2)(f) of the Stellenbosch Municipal Land Use Planning By-Law, 2015 as follows:

Table 1.1: Restrictive Title Deed Conditions to be removed

Property Description	Title Deed	Removal Condition No.	Summary of Condition
Erf 143 Stellenbosch	T42945/2004	B(a)	Use of water from the Kromme River is not permitted.
		B(c)	No liquor store or canteen are to be erected. Nor shall any hotel, butcher, general or other businesses of a likewise nature, be operated on the property.
		C(a)	That the property be utilised for residential purposes only.
		C(b)	That the property may not be subdivided.
		C(c)	That not more than one dwelling house be erected on the property, and that not more than one third of the area be built upon.
		C(d)	No building be erected within 5,67 m of the street boundary.
		D(3)	Registration of a servitude to accommodate sewer pipelines, as required by the Municipality.
Erf 144 Stellenbosch	T16264/2007 &T9837/2002	B(I)(a)	Use of water from the Kromme River is not permitted.
		B(I)(b)	No liquor store or canteen are to be erected. Nor shall any hotel, butcher, general or other businesses of a likewise nature, be operated on the property.

			B(II)(a)	That the property will be utilised for residential purposes only.	
			B(II)(b)	That the property may not be subdivided.	
			B(II)(c)	That not more than one dwelling house be erected on the property, and that not more than one half of the area be built upon.	
			B(II)(d)	No building be erected within 5,67 m of the street boundary.	
			B(III)(3)	Registration of a servitude to accommodate sewer pipelines, as required by the Municipality.	
			Clause IV	All subsequent title owners to be subjected to Condition B(I)(b).	
			Clause V	All subsequent title owners to be subjected to conditions pertaining to relevant business operations.	
	Erf 145 Stellenbosch	T73636/2006	B(a)	Use of water from the Kromme River is not permitted.	
			B(b)	No liquor store or canteen are to be erected. Nor shall any hotel, butcher, general or other businesses of a likewise nature, be operated on the property.	
			C(a)	That the property will be utilised for residential purposes only.	
			C(b)	That the property may not be subdivided.	
			C(c)	That not more than one dwelling house be erected on the property, and that not more than one half of the area be built upon.	
			C(d)	No building shall be erected within a distance of 18 feet from any boundary of the said erf.	

		D(3)	Registration of a servitude to accommodate sewer pipelines, as required by the Municipality.
Erf 166 Stellenbosch	T4031/1990	B(1)	Use of water from the Kromme River is not permitted.
		B(2)	No canteen nor any hotel, butcher, general or other businesses of a likewise nature, be erected on the property.
		C(b)	That the property will be utilised for residential purposes only.
		C(c)	That the property may not be subdivided.
		C(d)	That not more than one dwelling house be erected on the property, and that not more than one third of the area be built upon.
		C(e)	No building be erected within 3,15 m of the street boundary.
Erf 167 Stellenbosch	T65369/2010	B(1)	Use of water from the Kromme River is not permitted.
		B(3)	No liquor store or canteen are to be erected. Nor shall any hotel, butcher, general or other businesses of a likewise nature, be operated on the property.
		C(b)	That the property will be utilised for residential purposes only.
		C(c)	That the property may not be subdivided.
		C(d)	That not more than one dwelling house be erected on the property, and that not more than one third of the area be built upon.
		C(f)	No building be erected within 3,15 m of the street boundary.
Erf 168 Stellenbosch	T2509/2017	B(1)	Use of water from the Kromme River is not permitted.

			B(3)	No liquor store or canteen are to be erected. Nor shall any hotel, butcher, general or other businesses of a likewise nature, be operated on the property.	
			C(b)	That the property will be utilised for residential purposes only.	
			C(c)	That the property may not be subdivided.	
			C(d)	That not more than one dwelling house be erected on the property, and that not more than one third of the area be built upon.	
			C(f)	No building be erected within 3,15 m of the street boundary.	
	Erf 169 Stellenbosch	T15201/1959	A(1)	Use of water from the Kromme River is not permitted.	
			A(3)	No liquor store or canteen are to be erected. Nor shall any hotel, butcher, general or other businesses of a likewise nature, be operated on the property.	
			B(b)	That the property will be utilised for residential purposes only.	
			B(c)	That the property may not be subdivided.	
			B(d)	That not more than one dwelling house be erected on the property, and that not more than one third of the area be built upon.	
			B(f)	No building be erected within 10 feet of the street boundary.	
			C(3)	Registration of a servitude to accommodate sewer pipelines, as required by the Municipality.	
	Erf 170 Stellenbosch	T98235/2000	B(1)	Use of water from the Kromme River is not permitted.	
			B(3)	No liquor store or canteen are to be erected. Nor shall any hotel, butcher, general or other businesses of a likewise	

			nature, be operated on the property.
		C(b)	That the property will be utilised for residential purposes only.
		C(c)	That the property may not be subdivided.
		C(d)	That not more than one third of the area be built upon.
		C(f)	No building be erected within 3,15 m of the street boundary.

10. The approval of a Site Development Plan, including a Landscaping Master Plan.

PART E: SUMMARY OF APPLICANTS MOTIVATION

Urban Dynamics South Cape (Pty) Ltd has been appointed by BUFFSHELFCO 54 Pty Ltd (Reg nr. 2017/234752/07) to act as agent in order to obtain the required land use rights, to enable the development of a high density residential building, mixed with ancillary and business uses, on Erven 143 – 145 and 166 – 170, Stellenbosch.

The location of the application area relative to surrounding amenities, specifically the close proximity to the Stellenbosch University Campus, contribute positively to the potential of the application area for high density student accommodation establishment. The market has responded to Council's approved Integrated Development Plan and its objectives, where the Dennesig neighbourhood has been earmarked as a primary densification and development intensification area. The proposed development is therefore consistent with the Municipality's Strategic Policy Directives.

The development proposal and design of the building is the product of a thorough process of iteration and mitigation in order to respond positively and appropriately to the context and immediate environs, incorporating the recommendations of the urban design informants and the heritage impact assessment. The proposed design was also amended following the compilation of the Dennesig Neighbourhood Development Guidelines document (DNDG, dated September 2019), as part of the formal advertising and commenting process (i.e. to positively respond to the DNDG).

The proposal establishes and promotes active and permeable street interfaces, incorporates green building elements (natural lighting, screening, texture etc.), promotes pedestrian movement (walking and cycling), and responds to the architectural character of the surrounding area etc.

The proposed mixed-use development (residential, retail and ancillary uses) will obtain vehicular access from Dennesig Road. The main pedestrian access is also located in Dennesig Road, with an additional pedestrian access along Hofman Road. The proposal includes two parking levels (basement storey and ground floor). Parking is being concealed from the abutting roads. In order to create positive street edges, residential units (30) are proposed on ground floor facing

outwards. The residential units on the ground floor will increase safety through a level of 'surveillance' of the retail uses located along Dennesig and Hofman Roads. A total of 508 residential units, consisting of studio apartments, 1 bedroom studios, 2 bedroom apartments, family units, pent-studios etc. are proposed within the development. The ancillary uses include, but are not limited to, a swimming pool, multi-purpose pitch, study halls etc.

The development proposes a state-of-the-art residential development with top quality amenities, promoting a well-integrated, sustainable, safe and amiable living environment. The building will have a strong urban presence and contribute to the vernacular character of the area, within a well-established tree-lined urban landscape. The proposed design follows the traditional pattern distinctive in Stellenbosch of buildings 'hugging' and 'enclosing' the streets, therefore better defining the streets as public space and place. The architectural style of the proposed development is responsive to its historical contextual environment. The mainly smooth rendered white washed surfaces compared with recessed glazed surfaces and deep-set balconies, will enhance the integration with contemporary urban aesthetic that connects with the historical vernacular style of Stellenbosch.

Landscaping features will be implemented as tools / measures of mitigating potential visual impacts of the proposed development, as well as to create a high quality urban environment. Landscaping is based on sustainable landscaping principles. Most of the existing trees will be retained and trees next to foundations will be assisted with water absorption (Vertimulch treatment). Water wise gardening with hardy plants will be implemented. Road reserves will also be landscaped to accommodate pedestrian walkways and green buffer strips to provide privacy for ground floor units. First floor to fourth floor is based on the urban design guidelines of the DNDG (2019), by establishing a build-to line (up to the property boundary). The build-to line is based on the 80/20 principle (i.e. 80% continuous façade and 20% articulation of façade. The fifth and sixth storeys are setback further, as a response to the DNDG (2019).

The proposed departures of development parameters are based on contextual and urban design informants (DNDG, 2019) and will in fact contribute to an improved building that will fit into the local environment, address the demand for residential development in Stellenbosch, and which is consistent with Council's policy directives.

PART F: SUMMARY OF PUBLIC PARTICIPATION

Methods of advertising						Date published	Closing date for objections
Press			**Y**	N	N/A	15 November 2018	16 January 2019
Notices			**Y**	N	N/A	15 November 2018	16 January 2019
Ward councillor			**Y**	N	N/A	15 November 2018	16 January 2019
On-site display			**Y**	N	N/A	15 November 2018	16 January 2019
Community organisation(s)			**Y**	N	N/A	15 November 2018	16 January 2019
Other	**Y**	N	If yes, specify	**EXTERNAL DEPARTMENTS:** (i) Department of Transport and Public Works (WCG)		15 November 2018	15 February 2019

				(ii) Heritage Western Cape (iii) Department of Environmental Affairs & Development Planning (WCG)			
Was public participation undertaken in accordance with sections 44-49 of the Stellenbosch Land Use Planning By-law, October 2015						**Y**	N
Objections received: ***Five (5) letters of objections*** were received from the following parties and please note that **3 of the 5 objections** have been withdrawn – refer to the letters of consent attached hereto): • Mr. CJ Uys *(following discussion/meeting between the applicant and the objector, the letter of objection was withdrawn).* • Dr. K Clarke *(following discussion/meeting between the applicant and the objector, the letter of objection was withdrawn).* • Stellenbosch Roman Catholic Church *[following various meetings, design workshops and the compilation of the Dennesig Neighbourhood Development Guidelines (DNDG) document, the objector signed a Memorandum of Agreement (MOA), withdrawing the objection subject to the response of the development to the DNDG, 2019].* • Meglis (Pty) Ltd – A meeting was arranged on 12-02-2019 with the directors of Meglis (Pty) Ltd to discuss concerns and how the developer can respond thereto to mitigate / accommodate same. Following the discussion, no feedback was received from Meglis (Pty) Ltd. • Mr. AB Hamman (Erf 146 Stellenbosch) – Mr Hamman was approached and contacted on numerous occasions (via telephone & e-mail) to discuss his concerns and how the developer can respond thereto to mitigate / accommodate same. Mr Hamman declined to make any contact.						**Y**	N

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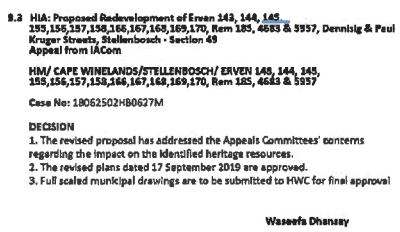
PART G: SUMMARY OF COMMENTS DURING PUBLIC PARTICIPATION (INTERESTED AND AFFECTED PARTIES)			
FARM/ ERF NO.	ISSUES RAISED	APPLICANT'S RESPONSE	DEPARTMENTAL RESPONSE
Erf 146 Stellenbosch (Mr. AB Hamman)	The application site is part of a single residential area, i.e. Dennesig. This is an old established area and currently people of all age groups, including many families, reside here. If the proposed development is to go ahead, it would have major negative effects on the living circumstances of residents of the remaining single residential properties in Paul Kruger, Dennesig and Hofman Streets. A development, as proposed, opposite or next to a single residential house, seriously violates the privacy of occupants of the residential houses. Occupants living on the upper levels of the proposed block of flats, can easily look right into rooms and backyards of residential properties adjacent to or across the street from the flats. This is a violation of people's right to privacy at their homes, as per the Bill of Rights of our Constitution. The developers planning to encroach the lateral and street building lines, exacerbates this aspect (violation of privacy).	The application is underpinned by thorough urban design and contextual assessment, the basis on which it was concluded that the proposed height is acceptable within the context of the site. The application has also been amended during the formal advertising and commenting period. The amendments to the design positively respond to the DNDG study. The change in living circumstances in the neighbourhood is unavoidable, as changes to the environment as a result of densification is a direct response to Council's policy for this specific neighbourhood. The applicable SDF adopted by the Municipality (June 2019) expressly prescribes in Table 20: - "enablement of the Adam Tas Corridor" - "Sensitive residential infill and compaction" The alleged impact on	The comment from the objector is noted, however, the area has been identified for redevelopment in terms of the IDP and the Municipal SDF. The fact that a multi storey residential building is proposed does not change this fact. The height of the proposed building will facilitate the densification of the subject property. The building design was also amended to implement further mitigation of any potential impacts that the proposed building would have on its surroundings. This was done to try and address the concerns raised in the objections. The revised proposal is sensitive to the adjoining single residential property as the proposed building has been setback from the common boundary line with the objector's property to have as little impact as possible on the adjoining property. The upper floor levels of the building have also been setback

		privacy is not explained. The Dennesig neighbourhood is directly adjacent to the Adam Tas Corridor. The Dennesig initiative in terms of the proposed master plan to upgrade the public realm and to promote pedestrian movement above vehicular transport can be regarded as the catalyst for the implementation of the corridor. Its proximity to the station and Adam Tas road "fits" ideally with the vision, namely mixed land use, high density and favouring access by pedestrians and cyclists. The individual's rights need to be balanced by the applicant's rights to apply for development. The developer has demonstrated how the potential impact will be mitigated i.e. reduced the building height to 4 storeys abutting the objector's property and the introduction of larger family units on corners of the building. Further mitigation includes: • Setback of building from the erf boundary through placement of landscaping and ventilation shafts on the	progressively to ensure that the proposed building does not overshadow the adjoining single residential building and to reduce the impact of the height of the building on the adjoining property and surrounding area. The windows in the new building have also been placed to ensure that any overlooking features are minimal and should the buildings window overlook areas of the adjoining property these areas are mostly located between the street and the dwelling of the adjoining property. Most of the windows that overlook the adjoining property are in areas where the building has been setback from the side building lines.

		western boundary of Erf 146 Stellenbosch. • Bicycle and lower parking level entrance on the southern boundary of Erf 146 Stellenbosch. • The south western corner of Erf 146 looks onto the courtyard of the proposed building complex. • Approximately 50% of the common boundary between Erf 146 and the development is therefore 'open' to the south west. • The loose standing building on the southern part of Erf 146 is a garage and therefore impacts on this edge are in our opinion immaterial. The objection on the grounds of major negative effects and a violation on privacy as a result of the proposed development have been mitigated and as a result transpired into a major re-design of the building to reduce the height and articulation of the façade.	

		The development proposal also complies with the SDF's policies relating to densification and also Adam Tas corridor as a major catalyst for the town's new vision. The development proposals are therefore desirable both in terms of the compliance with policy and its appropriate "fit" through design mitigation. The objection should therefore be disregarded.	
Erf 146 Stellenbosch (Mr. AB Hamman)	The residences on the subject properties are all character-filled old homes dating from the 1930's and 1940's. Similar character-filled residences in Stellenbosch are found only in the Mostertsdrift area, and are selling at much higher prices. I am of the opinion that these residences should be renovated and preserved as part of our architectural heritage.	Cindy Postlethwayt, a Professional Heritage Practitioner, was appointed to conduct a Heritage Impact Assessment (HIA). It was confirmed by the HIA that the proposed development area does not form part of the historical core of Stellenbosch. The meeting of the Heritage Western Cape (HWC) Appeals Committee was held on 16 October 2019 and the appeal by Mr AB Hamman was dismissed. See copy of letter below:  8.3 HIA: Proposed Redevelopment of Erven 143, 144, 145, 155,156,157,158,166,167,168,169,170, Rem 185, 4683 & 5957, Dennisig & Paul Kruger Streets, Stellenbosch - Section 49 Appeal from IACom HM/ CAPE WINELANDS/STELLENBOSCH/ ERVEN 143, 144, 145, 155,156,157,158,166,167,168,169,170, Rem 185, 4683 & 5957 Case No: 18062502HB0627M DECISION 1. The revised proposal has addressed the Appeals Committees' concerns regarding the impact on the identified heritage resources. 2. The revised plans dated 17 September 2019 are approved. 3. Full scaled municipal drawings are to be submitted to HWC for final approval Waseefa Dhansay There is insufficient reason to warrant the protection of	The objector has not provided any proof to substantiate its opinion, or to refute the heritage specialist study compiled and submitted to Heritage Western Cape. It should be noted that approval has been obtained from Heritage Western Cape to demolish these buildings and that the proposed redevelopment of the consolidated subject properties is also supported by Heritage Western Cape.

		the demolition of buildings to accommodate the proposed development. All heritage related approvals for the proposed development were obtained from HWC. The statement by the objector must be disregarded.	
Erf 146 Stellenbosch (Mr. AB Hamman)	Both Dennesig and Paul Kruger Streets are currently beautiful tree-lined, quiet residential streets. Should the proposed development go ahead, it will cause an enormous increase in traffic to this area. Higher traffic volumes will also increase noise and air pollution. The traffic increase is a direct threat to children and other pedestrians using these streets.	The Traffic Impact Assessment (TIA) is in support of the proposed development. Furthermore, the traffic impact of the proposed development will also be minimised, as follows: • The site is located within easy walking distance from the SU main campus and surrounding academic buildings. • The development is conveniently located within walking and cycling distance from various amenities and attractions, while the accessibility to public transport further enhances the convenient locality of the application site. • The proposed development not only aims to assist in addressing traffic challenges within Stellenbosch, but also to create an active	The proposed development is supported by a detailed traffic impact assessment. According to the study / TIA the existing road network will require upgrading to accommodate the additional traffic generated by the proposed redevelopment of the erven under consideration and those that are to be redeveloped around the subject property. It is this department's opinion that sufficient measures will be implemented to create a pedestrian based neighbourhood that is vibrant and in which the residents will be able to access the existing road network or use the proposed pedestrian network system that will be in place once the redevelopment of the area is completed.

		pedestrian environment (cycling and walking). • The DNDG study included the development of non-motorised transport (NMT) infrastructure (including a Transport Master Plan) for the neighbourhood. The proposed development is therefore based on a pedestrianized environment, promoting cycling and walking. • The urban design and transport impact studies conducted for the neighbourhood includes certain proposals that will establish a pedestrian orientated movement system. The streets will be pedestrianised and to • achieve this, the "woonerf" concept is proposed where kerbs are removed from the road reserve to create a single plane on which both people and vehicles move. • As part of the conditions to be approved, it is proposed that the Master Home Owners' Association (MHOA) will enter into a	

		Memorandum of Undertaking (MOU) which will include a list the projects as identified in the Transport Master Plan (TMP). One of the first projects that will be implemented is the "woonerf" concept. The "look and feel" of the "woonerf" will incorporate landscaping of the road surface and trees to be retained and new planting. The tree-lined streets will therefore become an important element of creating an attractive pedestrian environment. • One of the core principles of the proposed Dennesig Neighbourhood Design Guidelines is to reduce car usage and promote NMT. A variety of mechanisms are proposed to achieve this, such as maximum parking ratio and streets where pedestrian movement is prioritised. A bus shuttle service is also proposed. The proposals are therefore precisely to address the concern regarding traffic increase and higher traffic volumes.	

		The basis for the objection is invalid and must therefore be disregarded. The proposals contained in the Dennesig Neighbourhood Development Guidelines are therefore aimed at the implementation of a Master Plan for the neighbourhood in order to create an attractive walkable environment, reduce car dominance and prioritise pedestrian movement.	
Erf 146 Stellenbosch (Mr. AB Hamman)	Home-owners in the Dennesig area, as in other areas, yearly spend lots of money on the maintenance and improvements of their properties and gardens. A development as planned, will have a negative effect on residential property values in the area.	The proposed mixed use development will be a substantial positive investment in the area, will include quality finishes and will be an upmarket development. The total value of all the investments in the neighbourhood is estimated more than R1b, and therefore it is considered highly unlikely that property values will be negatively affected. To the contrary, the fact that the neighbourhood will be transformed through the mechanism of a collective DC fund to ensure that the proposals of the Master Plan are executed will ensure that the improvement to the public realm is co-ordinated and the vision for the area is implemented. The creation of a qualitative environment will therefore have a positive impact on the neighbourhood and property values in general.	The applicant has not provided any proof to substantiate this objection and to provide proof of negative impact on property values. The development further envisages major investment in road and engineering infrastructure for the entire neighbourhood, which may in turn in fact increase property values due to the demand for other Single Residential properties to be redeveloped, i.e. Universiteitsoord Redevelopment and increase in property values.

		The concern by the objector is noted as pure speculation and conjecture. The objector/s reasoning has no factual basis to substantiate the alleged impact on land values. The statement by the objector must therefore be disregarded.	
	Rezoning to Specific Business		
Meglis (Pty) Ltd	Retail will change the character.	The Stellenbosch Municipal Integrated Development Plan 2018/2019 (IDP) clearly identifies the Dennesig area "*as a primary densification and development intensification area for the establishment of blocks of flats according to a predetermined pattern on clustered erven with heights of up to 6 storeys,* ***subject to certain performance criteria mixed with non-residential facilities.***" Retail, along with residential uses, are therefore supported in the Dennesig area. Following a site assessment by the professional team, it was clear that the site has excellent development potential, while Dennesig and Hofman Roads provide an excellent opportunity for retail exposure. The retail component on the ground floor allows for an active base, encouraging pedestrian movement in the area. The retail component	The IDP states that retail should be accommodated in high density residential developments of a neighbourhood. Retail as proposed in the building under consideration has been provided to facilitate the provision of a small convenience facility that will service a number of the residents located in buildings in the surrounding area. The redevelopment of the subject property will primarily be for residential purposes and thus the retail portion of the building will only add value to the surrounding area. The retail component of the development or building has been located so that it will provide in the needs of passing trade / pedestrians and residents of the building and its surroundings. The area to be used for

		will not only complement the proposed development, but also the surrounding developments. By providing retail use on ground floor accessible to the public, the need for residents (of the proposed and surrounding developments) to commute to facilities further afield, may reduce. The mixed use with retail on the ground floor on the corner of Dennesig Road and Hofman Road will create a vibrant plaza environment. Shade trees, hedges and planters will visually soften and create a cool relaxed atmosphere. A separate statutory process/ application must be submitted to the Municipality to convert residential units on ground floor to retail use, in the future. Retail use along with residential use, is desirable within the Dennesig area as it is most consistent with policy directives. Each application must be processed on its own merits. The statement that the retail uses will directly impact on the character of the residential area, must be regarded as merely speculative and the objection must therefore be ignored.	retail purposes is also a minor portion of the proposed redevelopment and thus should have minimal impact on the character of the surrounding area.

Meglis (Pty) Ltd	Retail should be along activity streets.	Retail use within the proposed development is a direct response to market changes within Stellenbosch, as well as a direct response to policy directives. The Stellenbosch Municipal IDP (2018/2019) clearly identifies the Dennesig area as a primary densification and development intensification area for the establishment of blocks of flats according to a predetermined pattern on clustered erven with heights of up to 6 storeys, **subject to certain performance criteria mixed with non-residential facilities**. Retail, along with residential uses, are therefore supported in the area. Retail use on the ground floor is also motivated as follows: • Retail uses will contribute to positive economic growth and investment; • Retail use on the ground floor creates an active base, contributing to a pedestrianised environment (also promotes security/ safety/ surveillance due to increased activity).	This comment has been addressed above.

		• Mixed use development is encouraged by planning policy directives i.e. Land Use Planning Act 2014, Provincial Spatial Development Framework 2014, Stellenbosch Municipal IDP 2018/2019 and MSDF, and the Stellenbosch Transit Oriented Development Draft Report 2015. Retail use may reduce vehicular trips to nearby businesses/ convenient stores, also contributing to a pedestrianised environment.	
Meglis (Pty) Ltd	The IDP does not refer to retail development.	Refer No 1 above.	This comment has been addressed above.
Meglis (Pty) Ltd	Retail must be defined. Is a 24/7 shop included?	The application is merely to allow for retail use on ground floor. The type of tenants is an irrelevant consideration, as this will be determined by market conditions. For specific businesses/shops within the proposed development, separate statutory approvals will be required (i.e. licenses, health & safety plans etc.). The objection relating to specific retail use is irrelevant to the application at hand and must therefore be ignored.	This comment has been addressed above and as noted by the applicant will be determined by the market.
Meglis (Pty) Ltd	Delivery will create congestion and noise.	Designated delivery bays can be allocated next to	The deliveries to the retail facilities can be

		the retail use. The fact is that deliveries will not increase traffic congestion, especially when deliveries are in the early hours of the morning, as assumed by the objector. As only ± 470m² of retail space has been allocated, it is unlikely that deliveries will be a regular event and will most probably involve smaller type delivery vehicles. The statement of the objector is speculative. Deliveries can be managed in terms of a parking management plan (i.e. delivery times, vehicles size etc.).	managed and should be of a small scale as the business component is also of a small scale and thus should also have little impact on existing traffic patterns in the area.
Meglis (Pty) Ltd	Safety and security will be affected – beggars and other elements will be attracted.	On the contrary, the safety and security in the area may improve. The proposed development includes balconies and windows, overlooking the abutting streets to create the 'eyes on the street' (increased safety). The visual connectivity created by balconies and windows overlooking streets will facilitate active community surveillance and spontaneous interactions between residents. The retail use will also allow for an active street edge contributing to a safer environment. The objector makes an unsubstantiated conclusion that the retail use will draw	The proposed development will create an active environment, which should contribute to the safety and security in the area which is currently not happening due to the lack of interaction between the building and the street.

		negative elements to the area. Case studies prove that active street edges increase safety and security. On this basis, the statement by the objector is based on the presumption of unwanted visits. Statements based on prejudice must be disregarded and ignored.	
Meglis (Pty) Ltd	Object to sale of alcohol will cause nuisance and draw wrong elements into area.	A separate legal application process is required to enable any business to sell alcohol (i.e. to acquire the licensing). The statement has no relevance to the application under consideration and must be ignored.	The sale of liquor is not a primary land use right and will need to be applied for. The comment made by the objector is not applicable to this application as the redevelopment of the subject property is mainly to provide accommodation on the property.
Meglis (Pty) Ltd	TOD as referred to is transport related but does not consider planning principles.	The Stellenbosch Transit Oriented Development Draft Report 2015 (TOD) states the following: *"The success of Stellenbosch as a primary tourism, business and residential destination linked to its heritage and the wine industry, as well as, its university town status and the institution's recent growth, has resulted in significant development pressure being placed on the infrastructure of the town.* ***These conditions, however, also present significant development opportunities for the re-imagination of the role of the town and for the spatial***	The basis of the concept of Transit Orientated Development ("TOD") is considering the principles contained in the Spatial Planning and Land Use Management Act, Act 16 of 2013 ("SPLUMA"). The concept of TOD is to enable the movement of people and to develop nodes along those movement corridors to make the transport modes more accessible to a wider range of people and residents. The Dennesig Redevelopment is however more focussed on a Live-Work-Play concept, where the proposal is aimed at development amenities

		restructuring of the town." The TOD is supported by the intend and guidelines provided in the Stellenbosch Municipality SDF (June 2019). Table 20 of this document makes specific reference to "significant new mixed use development." The corresponding spatial proposals refer to the "Adam Tas Corridor as a mixed-use, high density urban district." The objector ignores the fact that spatial policy does make specific reference to mixed use development as part of the Adam Tas Corridor. The Dennesig Neighbourhood can be regarded as the "trigger" or first phase of its implementation. Mixed-use development is therefore consistent with town planning principles. The objection is therefore factually incorrect and must be disregarded.	as close as possible (within walking and cycling distance) to residences. This would reduce the need for private vehicles and thus in turn alleviate traffic congestion, or in fact the increase of traffic congestion within the Stellenbosch Town CBD Area.
Meglis (Pty) Ltd	Ground floor could be converted to retail later, which will impact on the character and traffic.	A major thrust of the Transport Guidelines prepared by ITS, was to encourage residents to "get out of their cars" and use NMT and public transport services. A wide range of proposals have been made to achieve this overarching objective such as the	This application, along with a number of other applications for redevelopment proposals are aiming to create a pedestrian orientated environment within the Dennesig neighbourhood. To convert existing ground floor residential

		creation of a 'woonerf' along Dennesig, Hofman and Paul Kruger streets that promotes NMT. A private shuttle service is also proposed, together with a maximum parking ratio. The departure of parking ratio is therefore based on the implementation of TOD principles. Specific Business complies with the notion of mixed-use development as explained in paragraph (h) above. In the unlikely event that apartments will be converted to retail, necessary approvals will have to be obtained from the Municipality. The impact on parking will be assessed at that stage and the notion of land use conversion is irrelevant at this stage. The objection is therefore wholly invalid and must be disregarded.	units to retail, will require an amendment of the approved Site Development Plan. Should such an application be submitted in the future, the public will once again have the opportunity to comment on the proposal but it will also result in a short fall of onsite parking as the existing undercover parking area will does not have extra capacity to provide the additional parking bays required to facilitate such a conversion.
Meglis (Pty) Ltd	According to studies on imbalance of accommodation can transform the neighbourhood (i.e. raining prices, affordability, disruptions "student identification ".	The proposed development is designed based on criteria obtained from the Stellenbosch University (SU) in order to obtain student housing accreditation. However, any member of the public may reside at the proposed development, as the development is not affiliated to the SU. The developer is merely	The proposed development is an accommodation establishment which has been designed to meet in the needs of the market in providing accommodation for persons studying at the various institutions within Stellenbosch Town. As this building is the only formal accommodation establishment within the

		responding to market demands and policy directives in Stellenbosch. Although the proposed development is accessible to anyone from the public, it is expected/ assumed that a large number of students will reside in the proposed development, due to the demand for student housing in the town. According to the IDP (2018/2019), student accommodation has infiltrated into the suburbs as a result of growing student numbers. The need therefore exists to address the market demand and shortage of student accommodation though high density development within close proximity of the SU. The need for affordable accommodation is recognised in the DNDG document. Specific mention is made of the absence of inclusionary housing policy and the report calls for municipal owned land within the neighbourhood to be considered for mixed-income housing (refer Section 5 of Dennesig Neighbourhood Urban Design Guideline Report by Jakupa Urban Designers and Architects).	development its impact will be low due to the large number of buildings in the surrounding areas that are to be developed for flats. It should be noted that a number of properties within the surrounding area have already been developed with flat, which also help reduce the impact that this building could have on its surroundings. The objector is also not clear whether this statement is an objection or a statement to support more inclusive housing. Council currently does not have an inclusive housing policy, and in the absence the application must be evaluated at the hand of the latest available policies.

		The proposed development is accessible to non-student and not only SU enrolled students. Student housing is one of the housing categories where demand exceeds supply. The objection based on lifestyles and age of tenants is not a valid reason for objection, as the arguments seem to be based on unsubstantiated perceptions and prejudice.	
Meglis (Pty) Ltd	"Social cleansing" as a result of the above phenomenon.	Refer No 10 above.	This comment has been addressed above.
Meglis (Pty) Ltd	Local economy will be affected when areas become 'ghost towns.'	The argument that the neighbourhood will become a "ghost town" based on "studentification" is extraordinary and inconceivable. The statement by the objector is simply irrelevant, unsubstantiated and must be disregarded.	The statement made by the objector is not relevant to the application as this is but one of a number of residential buildings within the area that is to be constructed. It is foreseen that over the short and long term additional work opportunities will be created for persons that live in the Stellenbosch area.
Meglis (Pty) Ltd	Balance permanent and season residency.	The risk of seasonality on businesses is not a desirability consideration.	The fact that the building will cater for a specific target market does not mean that the occupation rate will be seasonal or that the occupants will only be students attending only one institution. The intension of the developer is to ensure that the building is occupied for most of the year.

Meglis (Pty) Ltd	Our proposal based on 3 bedroom units, for integrated family living. Why impose on us and not this development?	The applicant is not at liberty to comment on the instructions of the Municipality. The reasons for the considerations are not known and therefore no comments can be provided. The objection is invalid.	Each application is processed and evaluated on merit. Should a building be developed on a property for flats then the Land Use Department is of the opinion that the building should be comprised of 1, 2 and 3 bedroom units and that the majority of the units should comprise 2 and 3 bedroom units to ensure a diverse composition of tenants and not only students but also encourage or facilitate young working couples and families to occupy the building.
	General		
Meglis (Pty) Ltd	The character of an area is determined by zoning regulations and could have far reaching effects.	The objector merely presents a view and no statement of objection is made.	The municipality has undertaken a comprehensive urban design study to ensure that the character of the area will be residential and that the needs of the residents of the area will be met. The study will also help ensure that none motorised transport is given priority to further ensure that the use of motor vehicles on a daily basis is not essential for being able to live in the area, as one is within walking distance of the CBD and most of the amenities available.

Meglis (Pty) Ltd	Minor departures can be considered, as for other buildings. Massing needs to be adhered to.	The objector merely presents a view and no statement of objection is made.	This concern has been addressed above.
Meglis (Pty) Ltd	Departures for parking and no of storeys will create a precedent.	The fact is that the Dennesig area has been designated for higher density development by the Stellenbosch Municipality. Each application must be considered on its own merits. It is our considered opinion that the proposed development will have a positive impact on Stellenbosch, as follows: • Internally, it will provide a complete living environment for the residents in a self-contained 'village' which provides most of the amenities required by the residents. This will reduce the need for residents to commute to facilities further afield. • Externally, it will positively contribute to the local urban environment by creating publicly accessible places, contribute to the creation of a network of public places and	This issue has been addressed in the urban design study that was undertaken for the area. It has also been addressed in the detailed traffic impact assessment to ensure that what is proposed is viable and sustainable over the long term. The issue of onsite parking provisions has been considered by the relevant specialist in the associated studies and have addressed the concern raised by the objector as a number of on street parking bays will be provided within the road reserve with public transport parking bays also being provided to facilitate the use of public transport over private transport.

		spaces, contribute to the upgrade of the road network through landscaping and pedestrian friendly routes, and contribute to safety by providing supervised, lively edges to the roads. • Operationally, it will encourage a move away from private vehicles to public transport, walking and cycling (non-motorised transport), thereby providing relief for the stressed road network. From the above it is clear that the proposed development is most desirable in Stellenbosch. The development proposal is consistent with the Dennesig urban design guidelines. The document intends to support the making of memorable places, it argues for and improved spatial quality of the public realm and promotes the creation of safe and vibrant spaces. The notion therefore of cumulative negative impacts, will be mitigated through the implementation of the urban design guidelines. The objection	

		must therefore be disregarded.	
Meglis (Pty) Ltd	Our application was not allowed to depart from open space.	Refer to No 14 above.	As noted above each application is evaluated on its merits and the recommendation submitted is based on the applications merits. The proposal was evaluated in terms of Council's latest approved policy instruments, which have found the proposal consistent and in support with the Municipal IDP and SDF.
	Parking		
Meglis (Pty) Ltd	Parking requirements can therefore not only be evaluated on the basis that students walk / ride bike to the University of Stellenbosch.	The proposed parking ratio is 1 bay per bedroom. This parking ratio is fully compliant with the 1996 Stellenbosch Zoning Scheme Regulations which prescribe 1 bay per bedroom. It should also be noted that the total number of bays provided exceeds the number of units. The Dennesig development guidelines present a new approach, whereby pedestrian movement is promoted above vehicular movement and encourages car owners to leave their cars at home. In an attempt to promote moving on foot, bicycle or public transport,	The under provision of onsite parking is supported and is based on the various detailed studies that have been undertaken in which mitigating design elements and infrastructure will be introduced to ensure that the redevelopment of the area as a whole is pedestrian orientated (pedestrians first, then motorcycles and bicycles, and then vehicles). That the redevelopment of the area as a whole is sustainable and that the parking provisions for this proposal are not considered in isolation but as a collective of

		a set of principles were established to support this change in behaviour. These principles include: • Maximum parking ratio of 1,5 bays per unit. • A minimum of 1 bicycle parking per unit. • A minimum of 0,25 motorcycle / scooter parking bays per unit. • Provision of scheduled shuttle service. The statement that safety risks discourage walking/cycling to the SU, is speculative. On the contrary, the SU has identified a 'Green Route' which, in addition to general patrol services, is actively patrolled by security officials on foot and by bicycle from 21:00 to 06:00. The proposed development is excellently located to connect with the existing SU Green Route. The objection is regarded as invalid, as: • Sufficient vehicular parking bays are provided. • Minimum bicycle and	the area that is being redeveloped and evaluated.

		motorcycle bays are proposed. • Safe and efficient NMT network to be designed in terms of the Transport Master Plan.	
Meglis (Pty) Ltd	No parking for visitors and spill-over parking will end up in the road reserve.	On-street parking will be planned in terms of the Transport Master Plan and as part of the 'woonerf' concept. The principle of the 'woonerf' where pedestrian movement is prioritised will create space for parking. The Municipality will be responsible for parking management in public streets. Spill-over parking can be accommodated on the existing public parking area behind the Christ Embassy building. Sufficient space and public parking are available. The objection is therefore invalid.	The comment is noted. However, the Land Use Department as well As the **Engineering Department** is in support of the total parking provided for the proposed development, as on-street parking will be planned in terms of the Transport Master Plan and as part of the 'woonerf' concept that is to be introduced into the area.
Meglis (Pty) Ltd	No proposal to provide parking for a retail component within the road reserve.	Retail parking is provided for on-site, as per the requirement of the Stellenbosch Zoning Scheme Regulations 1996 (i.e. 19 bays @ 1 parking bay per 25m^2). The parking provision complies with the Stellenbosch Zoning Scheme Regulations (1996). A parking management	This comment has been addressed above.

		plan has been proposed to be drawn up in consolidation with the Municipality. Sufficient space and public parking is proposed. The objection is therefore invalid.	
Meglis (Pty) Ltd	On-site parking would be more appropriate.	This concern is not relevant to the application at hand. On-site parking bays are provided within the proposed development. The objection is not relevant to the matter at hand.	Sufficient parking is provided for the proposed development and the introduction of the 'woonerf' concept into the area will address these concerns.
	Height and building line departures		
Meglis (Pty) Ltd	In a residential area the focus should be made on the building and its relationship to the sidewalk, streets and the importance of "human scale"	Comments noted.	This comment is noted and has been addressed by the urban designer that has been employed to ensure that a vibrant neighbourhood is developed in which the relationship between the streets and buildings has been addressed.
Meglis (Pty) Ltd	The scale of the proposed buildings in relation to the narrow streets will completely overshadow the human scale as experienced from passers-by and create a tunnel effect.	Densification as a development principle implies that the overall character of the neighbourhood will change. The Dennesig Neighbourhood Development Guidelines ("DNDG") make specific reference to the building perimeter block that needs to 'respond to both human scale and neighbouring	The proposed design positively responds to the urban design principles contained in the Dennesig Neighbourhood Development Guidelines("DNDG"). It is this department's view that the proposal will complement the surrounds (i.e. scale and built form).

		built form.' Some of the relevant design indicators are: • Design to a built-to line for floors 1-4. Use setbacks on the ground floor and floors 5-6 to articulate depth and recede the building from view. The DNDG make specific reference to build form and human scale. The objection is therefore invalid based on these proposals.	
Meglis (Pty) Ltd	Erf 146, a single residential building will be completely overshadowed by the massing and height of the building	The developers have reduced the height of the building abutting the eastern and southern boundary of Erf 146 Stellenbosch from 5 and 6 storeys to 4 storeys. The building is also set back from these boundaries. Landscaping will also be implemented as tools/ measures of mitigating any potential visual impacts of the proposed development. Sufficient mitigation measures are incorporated to limit potential impacts.	The applicant introduced various design amendments to mitigate the potential impact of the proposed building on the adjoining property Erf 146. The amendments should insure a reduced impact on the adjoining property in terms of height and scale. The amendments will also ensure that any overlooking features have limited impact on the adjoining property.
Meglis (Pty) Ltd	Given its massive scale, the proposed building does not fit into the existing neighbourhood patterns and scale.	Comments addressed above	These issues have been addressed above in a number of sections and in the urban design framework.

Meglis (Pty) Ltd	Although the Zoning Scheme does not necessarily require a loading bay, we feel strongly that this must be addressed.	A designated loading bay can be accommodated along Hofman Road (next to retail use). The detail design of parking will be undertaken as part of the Transport Master Plan that will be required as a condition of approval. The proposed neighbourhood Transport Master Plan and parking management plan will address loading bay requirements.	The response by the applicant is sufficient to address the concern raised by the objector.

PART H: SUMMARY OF COMMENTS FROM INTERNAL DEPARTMENTS AND/OR ORGANS OF STATE AND/OR COMMUNITY ORGANISATIONS AND/OR WARD COUNCILLOR

NAME OF DEPARTMENT	DATE	SUMMARY OF COMMENTS	RECOMMENDATION		
Spatial Planning, Heritage and Environment	09-12-2018	Supports the application with conditions as noted in the attached memo.	**Positive**	Neg a-tive	No Com-ment
Electrical Department	13-11-2018	The development's specifications must be submitted to the Municipality for approval i.e. design of the electrical distribution system and the location of substation(s) and related equipment. A separate distribution board/s shall be provided for municipal switchgear and metering. No electricity supply will be switched on if the Development Contributions, take-over inspection and Certificate(s) of Compliance are outstanding.	**Positive**	Neg a-tive	No Com-ment
Directorate Engineering Services	27-11-2019	Supports the application with conditions as noted in the attached memo.	Positive	Neg a-tive	**No Com-ment**
Department of Transport and Public Works		Comments not supplied within the legislative timeframe.	Positive	Neg a-tive	**No Com-ment**

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Department of Environmental Affairs and Development Planning	02-04-2019	The Department of Environmental Affairs and Development Planning confirmed that the proposed development is located within an urban area and no indigenous vegetation will be cleared as a result thereof. The department further confirmed that Environmental Authorization is not required prior to the development of the site.	**Positive**	Neg a-tive	No Com-ment
Heritage Western Cape		Heritage Western Cape, as the competent authority for heritage-related matters in the Western Cape, issued a statement in support of the development in terms of Section 38 of the National Heritage Resources Act, 25 of 1999.	**Positive**	Neg a-tive	No Com-ment

PART I: MUNICIPAL PLANNING EVALUATION (REFER TO RELEVANT CONSIDERATIONS GUIDELINE)

Background

The application has been submitted to obtain planning approval to enable the development of a high density residential building consisting of 508 units, mixed with ancillary facilities and a small business component of 475m², on consolidated erven 143 – 145 & 166 – 170, Stellenbosch.

The application site is located within the Dennesig neighborhood, Stellenbosch. Paul Kruger Road abuts the northern boundary of the application site and Dennesig Road is located directly south of the site. Hofman Road is located along the eastern boundary of the site. The site has excellent accessibility via the existing road network. The subject properties are located within walking distance of the CBD of Stellenbosch and the Stellenbosch University.

The Acorns Stellenbosch, a high density residential development (flats), is located on the corner of Dennesig Road and Hofman Road with another high density residential development named Melrose Square. An application was submitted to the Municipality in May 2018 for the development of a high density residential building (The Den 2), directly to the west of the site (on Erven 141, 142, 163-165, Stellenbosch). This application is currently being processed. More high density residential development is to be located to the south east of the site. Akkerhof (a 5 storey development with retail on ground floor), located on the corner of Dennesig Road and Bird Street. Boschenpark located directly south east of the site, on the corner of Dennesig Road and Hofman Road, is also a high density residential development. An application for a 4 storey development has recently been approved on the corner of Paul Kruger and Hofman Roads.

The site is currently occupied by dwelling units, which are to be demolished. The Heritage Impact Assessment (HIA) advised that there is insufficient reason to warrant the demolition of the buildings to accommodate the proposed development. The recycling of as much significant building material, fixtures and fittings is proposed prior to the dwelling units being demolished. Heritage Western Cape has issued a letter of consent for the development of the site [i.e. approval was obtained for the development of the site in terms of Section 38 of the National

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Heritage Resources Act (Act 25 of 1999)].

(In)consistency with the Spatial Planning and Land Use Management Act, 2013 (Act 16 of 2013)

The proposal complies with Section 42 of the Land Use Planning Act, 2014 (Act 3 of 2014) and Section 49 of the Land Use Planning Act, 2014 (Act 3 of 2014) as the subject properties are located within the urban edge and have been identified for high density urban development.

(In)consistency with the principles referred to in Chapter VI of the Land Use Planning Act, 2014 (Act 3 of 2014)

The proposal is consistent with the forward planning vision for the area and it complies with the development principles contained in the Integrated Development Plan (IDP) and Spatial Development Framework (SDF), which aim to promote sensible densification within the urban edge of Stellenbosch and any infill area. The proposal is also not seen to be out of character and scale with its surroundings and the proposed vision for the area.

The IDP states clearly that future growth, expansion and innovation cannot be allowed to unfold in haphazard ways as this is likely to result in expensive outward low density sprawl and the related destruction of valuable ecosystem and agricultural resources. The following two strategies are being proposed according to the IDP:

- Significant densification of existing neighbourhoods located in proximity of major transport infrastructure and the SU; and

- Identification of the Dennesig area bounded by Adam Tas Road / R44, Merriman Avenue, Bird Street and Molteno Road as a primary densification and development intensification area for the establishment of blocks of flats according to a predetermined pattern on clustered erven with heights of up to 6 storeys, subject to certain performance criteria mixed with non-residential facilities.

The proposed development is fully compliant with the planning principles of the Spatial Planning and Land Use Management Act, Act 16 of 2013 as follows:

- **Spatial Sustainability:** No impact on natural or agricultural resources, no urban sprawl, positive densification and compaction of the existing urban environment.

- **Efficiency:** Utilising existing resources, linking to existing services and promoting integration of mixed uses in a well-located area in proximity of public transport services.

- **Good Administration:** The application is submitted in terms of the relevant legislation and processed accordingly.

(In)consistency with the IDP/Various levels of SDF's/Applicable policies

The proposal is consistent with the principles contained in the IDP and SDF. The application also does not contradict the strategic objectives of the Municipal IDP and the SDF, specifically with regards to development and densification principles within local urban edges.

The IDP states clearly that future growth, expansion and innovation cannot be allowed to unfold in haphazard ways as this is likely to result in expensive outward low density sprawl and the related destruction of valuable ecosystem and agricultural resources.

The proposed development is consistent with the Stellenbosch IDP, as:

- The Dennesig area has been identified as a primary densification area.
- The site is located within close proximity of the Stellenbosch University, which further motivates higher density development.
- Business and ancillary uses are also proposed within the development, reducing the need for residents to commute to facilities further afield.
- Development of the site (i.e. brown-fields development) will contribute towards the principle of urban growth containment.
- Development will contribute towards alleviating the supply constraint for student accommodation, within the context of growing student numbers.

The development is fully consistent with the Stellenbosch SDF, as:

- The proposed development will serve as a long term investment for the town of Stellenbosch in support of one of the core economic sectors, namely tertiary institutions.
- The proposed development will be aimed at the optimal usage of the existing engineering infrastructure within the Dennesig neighbourhood.
- Redevelopment within an existing neighbourhood is proposed, thereby optimising availability and scarcity of developable land.

(In)consistency with guidelines prepared by the Provincial Minister

The Provincial Spatial Development Framework (PSDF), adopted in 2014, provides broad overaching development principles and guidelines for the Western Cape Province. The PSDF has been informed by the need to adapt to an ever changing economic climate as well as the imperative to best interpret land use planning law reform.

Outcomes of investigations/applications i.t.o other laws

Heritage Western Cape, as the competent authority for heritage-related matters in the Western Cape, issued a statement in support of the development in terms of Section 38 of the National Heritage Resources Act, 25 of 1999.

Existing and proposed zoning comparisons and considerations

The current zoning of the subject properties (i.e. Single Residential Zone) does not make provision for a high density residential development with business and ancillary uses, as proposed. Hence, the application under consideration.

The proposal under consideration will facilitate the development of the subject properties in a formal manner. The proposed building will provide a quality amenities and facilities to ensure a quality living experience for all its inhabitants and visitors. The proposed development has obtained accreditation for student accommodation from the Stellenbosch University on the basis that the design standards of the proposal fully comply with the requirements of student housing. A retail facility will also be provided on ground floor to not only serve the residents of the building, but also the wider public.

The need and desirability of the proposal

The proposed development concept was formulated through an iterative design process, which was informed by the contextual and site assessments in conjunction with the Dennesig Nodal Design Guidelines.

In 2017 a total of 31 639 students were enrolled at Stellenbosch University according to the official annual SU census date (June 2017). Existing student hostels and private accommodation fell short of the total demand for student housing. As the proposed development aims to aid in addressing the demand in student accommodation in Stellenbosch, the proximity of the application area to the Stellenbosch University's academic buildings is an important factor which the Dennesig area meets as the proposed development is located in close proximity/ walking distance (500 m – 1 km) of these institutions. The site also has excellent accessibility to the Stellenbosch University main campus, via the existing road network.

The proposed development will contribute to and enhance the economy of Stellenbosch (during the construction as well as operational components) and will also contribute towards the objective of creating compact urban environment through the introduction of high density development, thereby assisting in addressing urban sprawl. The proposal will also be a long term sustainable investment within Stellenbosch, creating not only economic opportunities (operational components of residential units and retail uses), but also a high quality urban space (safe and active environment).

The Stellenbosch IDP (2018/2019) states clearly that future growth, expansion and innovation cannot be allowed to unfold in haphazard ways as this is likely to result in expensive outward low density sprawl and the related destruction of valuable ecosystem and agricultural resources. The following two strategies are being proposed according to the IDP:

- *"Significant densification of existing neighbourhoods located in proximity of major transport infrastructure and the SU; and*
- *Identification of the Dennesig area bounded by Adam Tas Road/R44, Merriman Avenue, Bird Street and Molteno Road as a primary densification and development intensification area for the establishment of blocks of flats according to a predetermined pattern on clustered erven with heights of up to 6 storeys, subject to certain performance criteria mixed with non-residential facilities."*

The Stellenbosch SDF (2018) states that new development applications should be encouraged to focus on locations within existing settlement nodes, rather than green-field sites. The proposed growth of the SU is viewed as a major opportunity for the property and service sectors. It is a major driver of the municipality's tertiary economic sector. Its needs and forward plans should be integrated with those of Stellenbosch town and the wider municipality. According to the SDF, prevailing property market patterns are impeding the sustainability and affordability of the municipality's growth. Urban land commands high prices, providing little incentive for social and middle income housing in urban areas. According to the SDF, extensive areas of municipal land is publicly owned, and this can be used to provide affordability advantages for agricultural and low income housing developments, rather than selling this land to the highest bidder. The following principles should be applied, as per the SDF:

- Subdivisions, second dwellings, sectional title, re-development of existing low density areas, infill and brownfield land opportunities should be prioritised over green-field sites, as guided by the SDF.
- Land and projects catering for low-, middle- and high-income groups should be supported as part of a larger integrated settlement rather than standalone townships or gated estates.
- Land should be used for its most sustainable and appropriate use whether publicly owned or privately owned.

Following the above, it can be concluded that the proposed development is fully consistent with the Stellenbosch MSDF, as:

- The proposed development will serve as a long term investment for the town of Stellenbosch in support of one of the core economic sectors, namely tertiary institutions.
- Opportunities will be made available in the residential market for the middle income groups.
- Redevelopment within an existing neighbourhood is proposed, thereby optimising availability and scarcity of developable land.

The following **desirability criteria** have been applied to the proposed development:

- Consistent with **Spatial Policy** directives;
- Consistent with **surrounding character**;
- No negative impact on **environmental or heritage resources**;
- No negative impact on **existing rights** of surrounding properties;
- Positive **economic impact** in terms of creating **employment opportunities** and establishing well-located mixed use development that will contribute positively to **economic growth and investment**;

- No negative impact on the **safety and welfare** of the surrounding communities;
- The development is well-located with **excellent accessibility in terms of the SU**, which contributes positively to enable a **reduced parking** ratio for the development, while also contributing positively to **pedestrian movement and NMT**;
- The **traffic impact** of the proposed development will not have a material impact on the surrounding environment, due to the upgrades proposed within the TIA (intersection upgrades etc.) and DNDG; and
- No negative impact on **engineering service infrastructure**.

In conclusion, the proposed development would contribute to the town of Stellenbosch, in the following manner:

- Internally, it will provide a complete living environment for the residents in a self-contained 'village' which provides most of the amenities required by the residents. This will reduce the need for residents to commute to facilities further afield.
- Externally, it will positively contribute to the local urban environment by creating publicly accessible places, contribute to the creation of a network of public places and spaces, contribute to the upgrade of the road network through landscaping and pedestrian friendly routes, and contribute to safety by providing supervised, lively edges to the roads.
- Operationally, it will encourage a move away from private vehicles to public transport, walking and cycling (NMT), thereby providing relief for the stressed road network.

PART J: ADDITIONAL PLANNING EVALUATION FOR REMOVAL OF RESTRICTIONS

Financial or other value of the rights affected

Not applicable to this application.

Benefits to the holder of such rights in terms of the restrictive condition

Not applicable to this application.

Personal benefits which will accrue to the applicant

Not applicable to this application.

Social benefit of the restriction remaining in place

Not applicable to this application.

Social benefit of the proposal and whether the application will completely remove all rights enjoyed by the beneficiary or only some of those rights

Not applicable to this application.

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PART K: SUMMARY OF EVALUATION

The application under consideration is to permit the consolidation of several adjoining land units and to rezone the consolidated property to enable the development of a high quality student accommodation establishment along with retail facilities and ancillary uses. The proposed development consists of 508 residential units and 475m² retail (6 storey building). The ancillary uses include a communal kitchen, lounge, multi-purpose hall, multi-purpose pitch, courtyard with landscaping, swimming pool, study areas etc (i.e. a complete living environment, which will reduce the need for residents to commute to facilities further afield).

The properties constituting the development site is zoned as Single Residential in terms of the Stellenbosch Municipality Zoning Scheme Regulations, 1996. Although the proposal under consideration departs from the development parameters/ uses permitted and associated with the current zonings, the Stellenbosch IDP (2018/2019) and SDF (2018) designates the area for high density development and also promotes infill development. It is clear from surrounding land uses that the market has responded to the high demand for student housing within Stellenbosch, by developing high density residential development, especially within the Dennesig neighbourhood (consistent with policy directives). The development proposal is therefore in line with the designated use.

The proposed development is but one of several other new developments within the immediate area. Land use applications have recently been submitted for high density developments on erven 139 & 140 Stellenbosch (i.e. The Edge); erven 163-165 & 141-142 Stellenbosch (i.e. The Den 2); and Erf 184 Stellenbosch (i.e. Abacus). A Memorandum of Undertaking (MOU) will form part of the conditions of approval of each of the afore-mentioned applications and selected future applications in the neighbourhood. The purpose of the MOU is to record the terms and conditions under which "The Dennesig Developers" undertake to adhere and comply with responsibilities in relation to payment of Development Contributions (DC's), the implementation of the Transport Master Plan and NMT infrastructure, the Services Level Agreement (SLA), and the operation of a student shuttle service. An application for high density development was also recently approved on erven 132-134 Stellenbosch (Leiden).

The application site is located within easy walking distance from the SU main campus and surrounding academic buildings, various amenities and attractions. The proposed development not only aims to assist in addressing traffic challenges within Stellenbosch, but also to create an active pedestrian environment by responding to the DNDG study (i.e. implementation of NMT infrastructure and the 'woonerf' in Paul Kruger, Hofman and Dennesig Streets). It should be noted that the author (Jakupa Architects & Urban Designers) of the Urban Design Guidelines (i.e. a component of the DNDG), reviewed the development proposal and confirmed in principle support of the development. It is further stated by Messrs Jakupa that the buildings are consistent with, and positively respond, to the principles of the DNDG report.

From the 5 objections to the proposed development, 3 objectors withdrawn their objections, following various meetings and design workshops between the applicant, objectors and Interested & Affected Parties (I&AP's).

Heritage Western Cape, as the competent authority for heritage-related matters in the Western Cape, issued a statement in support of the development in terms of Section 38 of the National Heritage Resources Act, 25 of 1999.

The densification and infill of the area inside the urban edge is encouraged by the municipality through its policies included in the SDF (2018) and the IDP (2018/2019). The development proposal is therefore supported by all internal departments as a mechanism to curb urban sprawl, increase services efficiencies, to make the town more equitable and to contribute to qualitative urban place-making.

Furthermore, the application is consistent with the following policy documents:

- National Development Plan (2011)
- Provincial Spatial Development Framework (2014)
- Land Use Planning Act (2014)

In support of the application, a Traffic Impact Assessment (TIA) was included as part of the application documentation which commented on the larger road network and proposed upgrades. The TIA noted that the upgrading of intersections in the area is considered necessary. The TIA also commented on the geometry of the access road at the security-controlled access and found the access roads and stacking distance to be sufficient. The TIA recommended that an overall traffic study is required. However, the study could be conducted after approval of the proposed development. New infrastructure / upgrades resulting from the study could then be partially, or in full, be funded from development contributions payable by developments within the identified area (details to be confirmed in the MOU). It should be noted that the DNDG study included the said overall traffic study recommended by the TIA. The proposed development positively responded to the principles of the afore-mentioned traffic study. A Transport Master Plan will also be approved for the implementation of priority NMT projects.

Civil and electrical engineering studies were also conducted as part of the planning applications. The said studies concluded / confirmed that sufficient bulk engineering services capacities exist to accommodate the proposed development.

Whilst it is recognized that a number of restrictive conditions are included in the title deeds of the respective properties, the applicant's conveyancer has confirmed that only the conditions which have direct relevance to the development proposal have been listed in the conveyancer certificates. The said conditions are largely historic in nature.

Furthermore, the proposed development of the site is based on a thorough understanding of the site conditions and surrounding local context and is a most positive and direct response to the current development trends and to these key local contextual informants. The development proposal provides an excellent opportunity for a well-located residential mixed use re-development.

The consistencies of the proposed development with all the relevant local policies are most important, as it shows compliance with the spatial vision and development objectives of Stellenbosch. The applications required for the proposed development will not adversely impact the character of the area or the rights of surrounding land owners, and meets the criteria of the Planning Principles contained in the Spatial Planning and Land Use Management Act, Act 16 of 2013.

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The proposal is supported by all the internal and external departments.

In conclusion, it is the opinion of the Land Use Management Section that the development proposal is consistent with the municipal vision and policies. Notwithstanding the objections, the application, as submitted, is desirable.

PART I: RECOMMENDATION

1 **Approval be granted** in terms of Section 60 of the Stellenbosch Municipal Land Use Planning By-Law, promulgated by notice number 354/2015, dated 20 October 2015, for:

1.1 **Consolidation**, of the following erven to create an unregistered property with an area of ± 8 383 m²;

- Erf 143 Stellenbosch
- Erf 144 Stellenbosch
- Erf 145 Stellenbosch
- Erf 166 Stellenbosch
- Erf 167 Stellenbosch
- Erf 168 Stellenbosch
- Erf 169 Stellenbosch
- Erf 170 Stellenbosch

1.2 **Rezoning** of the unregistered property from Single Residential Zone to Specific Business Zone;

1.3 **Permanent departure** to permit residential units on the ground floor of a Specific Business Zone.

1.4 **Permanent departure** to permit a building of 6 storeys, in lieu of 3 storeys, for residential units within a Specific Business Zone;

1.5 **Permanent departure** for the relaxation of building lines, as follows:

GROUND FLOOR

1.5.1 Street building line (along Dennesig Road) from 7.6m to 1.9m for residential use on ground floor (as per Building Line Plan No 1 dated 1 November 2019 and SDP).

1.5.2 Street building line (along Paul Kruger Road) from 7.6m to 1.9m for residential use on ground floor (as per Building Line Plan No 1 dated 1 November 2019 and SDP).

1.5.3 Street building line (along Paul Kruger Road) from 7.6m to 0m to accommodate a substation and refuse area (as per Building Line Plan No 1 dated 1 November 2019 and

SDP).

1.5.4 Lateral building line (along Erf 142 Stellenbosch) from 4.6m to 0m to accommodate a substation, generator room and refuse area (as per Building Line Plan No 1 dated 1 November 2019 and SDP).

1.5.5 Lateral building line (along Erf 165 Stellenbosch) from 4.6m to 0m for residential use on ground floor (as per Building Line Plan No 1 dated 1 November 2019 and SDP).

1.5.6 Lateral building line (along Erf 146 Stellenbosch) from 4.6m to 3.2m for residential use on ground floor (as per Building Line Plan No 1 dated 1 November 2019 and SDP).

1.5.7 Lateral building line (along Erf 146 Stellenbosch) from 4.6m to 2.4m to accommodate a security room on ground floor (as per Building Line Plan No 1 dated 1 November 2019 and SDP).

FIRST FLOOR

1.5.8 Street building line (along Paul Kruger, Hofman and Dennesig Roads) from 7.6m to 0m to accommodate residential uses on the first floor (as per Building Line Plan No 2 dated 1 November 2019 and SDP).

1.5.9 Lateral building line (along a portion of Erf 142 Stellenbosch) from 4.6m to 0m to accommodate residential uses on the first floor (as per Building Line Plan No 2 dated 1 November 2019 and SDP).

1.5.10 Lateral building line (along a portion of Erf 142 Stellenbosch) from 4.6m to 2.6m to accommodate residential uses on the first floor (as per Building Line Plan No 2 dated 1 November 2019 and SDP).

1.5.11 Lateral building line (along a portion of Erf 165 Stellenbosch) from 4.6m to 0m to accommodate residential uses on the first floor (as per Building Line Plan No 2 dated 1 November 2019 and SDP).

1.5.12 Lateral building line (along a portion of Erf 146 Stellenbosch) from 4.6m to 3.2m to accommodate residential uses on the first floor (as per Building Line Plan No 2 dated 1 November 2019 and SDP).

1.5.13 Lateral building line (along a portion of Erf 146 Stellenbosch) from 4.6m to 3.5m to accommodate residential uses on the first floor (as per Building Line Plan No 2 dated 1 November 2019 and SDP).

SECOND FLOOR

1.5.14 Street building line (along Paul Kruger, Hofman and Dennesig Roads) from 7.6m to 0m to accommodate residential uses on the second floor (as per Building Line Plan No 3 dated 1 November 2019 and SDP).

1.5.15 Lateral building line (along a portion of Erf 142 Stellenbosch) from 4.6m to 0m to accommodate residential uses on the second floor (as per Building Line Plan No 3 dated 1 November 2019 and SDP).

1.5.16 Lateral building line (along a portion of Erf 142 Stellenbosch) from 4.6m to 2.6m to accommodate residential uses on the second floor (as per Building Line Plan No 3 dated 1 November 2019 and SDP).

1.5.17 Lateral building line (along a portion of Erf 165 Stellenbosch) from 4.6m to 0m to accommodate residential uses on the second floor (as per Building Line Plan No 3 dated 1 November 2019 and SDP).

1.5.18 Lateral building line (along a portion of Erf 146 Stellenbosch) from 4.6m to 3.2m to accommodate residential uses on the second floor (as per Building Line Plan No 3 dated 1 November 2019 and SDP).

1.5.19 Lateral building line (along a portion of Erf 146 Stellenbosch) from 4.6m to 3.5m to accommodate residential uses on the second floor (as per Building Line Plan No 3 dated 1 November 2019 and SDP).

THIRD FLOOR

1.5.20 Street building line (along Paul Kruger, Hofman and Dennesig Roads) from 4.6m to 0m to accommodate residential uses (including balconies and pergola structures above) on the third floor (as per Building Line Plan No 4 dated 1 November 2019 and SDP).

1.5.21 Lateral building line (along a portion of Erf 142 Stellenbosch) from 4.6m to 0m to accommodate residential uses (including a balcony) on the third floor (as per Building Line Plan No 4 dated 1 November 2019 and SDP).

1.5.22 Lateral building line (along a portion of Erf 142 Stellenbosch) from 4.6m to 2.6m to accommodate residential uses (including a balcony) on the third floor (as per Building Line Plan No 4 dated 1 November 2019 and SDP).

1.5.23 Lateral building line (along a portion of Erf 165 Stellenbosch) from 4.6m to 0m to accommodate residential uses on the third floor (as per Building Line Plan No 4 dated 1 November 2019 and SDP).

1.5.24 Lateral building line (along a portion of Erf 146 Stellenbosch) from 4.6m to 3.2m to accommodate residential uses (including a balcony) on the third floor (as per Building Line Plan No 4 dated 1 November 2019 and SDP).

1.5.25 Lateral building line (along a portion of Erf 146 Stellenbosch) from 4.6m to 3.5m to accommodate residential uses (including a balcony and pergola structures above) on the third floor (as per Building Line Plan No 4 dated 1 November 2019 and SDP).

FOURTH FLOOR

1.5.26 Street building line (along Paul Kruger Road) from 7.6m to 1.9m to accommodate residential uses on the fourth floor (as per Building Line Plan No 5 dated 1 November 2019 and SDP).

1.5.27 Street building line (along Dennesig and a portion of Hofman Road) from 7.6m to 0m to accommodate residential uses (including balconies and pergola structures above) on the fourth floor (as per Building Line Plan No 5 dated 1 November 2019 and SDP).

1.5.28 Lateral building line (along a portion of Erf 142 Stellenbosch) from 4.6m to 2m to accommodate residential uses on the fourth floor (as per Building Line Plan No 5 dated 1 November 2019 and SDP).

1.5.29 Lateral building line (along a portion of Erf 142 Stellenbosch) from 4.6m to 2.6m to accommodate residential uses on the fourth floor (as per Building Line Plan No 5 dated 1 November 2019 and SDP).

1.5.30 Lateral building line (along a portion of Erf 165 Stellenbosch) from 4.6m to 0m to accommodate residential uses on the fourth floor (as per Building Line Plan No 5 dated 1 November 2019 and SDP).

FIFTH FLOOR

1.5.31 Street building line (along Dennesig and a portion of Hofman Roads) from 7.6m to 1.9m to accommodate residential uses on the fifth floor (as per Building Plan No 6 dated 1 November 2019 and SDP).

1.5.32 Lateral building line (along a portion of Erf 142 Stellenbosch) from 7.6m to 2.6m to accommodate residential uses on the fifth floor (as per Building Line Plan No 6 dated 1 November 2019 and SDP).

1.5.33 Lateral building line (along a portion of Erf 165 Stellenbosch) from 4.6m to 0m to accommodate residential uses on the fifth floor (as per Building Line Plan No 6 dated 1 November 2019 and SDP).

1.6 **Permanent departure** to permit coverage of 58% in lieu of the 50%, for residential uses above the ground storey.

1.7 **Permanent departure** to permit a parking ratio of 0.96 parking bays per bedroom, in lieu of 1 parking bay per bedroom.

1.8 **Permanent departure** to permit doors, windows, etc. on lateral or rear boundaries.

1.9 **Removal of restrictive title deed conditions**, as listed below:

Table 1.1: Restrictive Title Deed Conditions to be removed

Property Description	Title Deed	Removal Condition No.	Summary of Condition
Erf 143 Stellenbosch	T42945/2004	B(a)	Use of water from the Kromme River is not permitted.
		B(c)	No liquor store or canteen are to be erected. Nor shall any hotel, butcher, general or other businesses of a likewise nature, be operated on the property.
		C(a)	That the property be utilised for residential purposes only.
		C(b)	That the property may not be subdivided.
		C(c)	That not more than one dwelling house be erected on the property, and that not more than one third of the area be built upon.
		C(d)	No building be erected within 5,67 m of the street boundary.
		D(3)	Registration of a servitude to accommodate sewer pipelines, as required by the Municipality.
Erf 144 Stellenbosch	T16264/2007 &T9837/2002	B(I)(a)	Use of water from the Kromme River is not permitted.
		B(I)(b)	No liquor store or canteen are to be erected. Nor shall any hotel, butcher, general or other businesses of a likewise

				nature, be operated on the property.
			B(II)(a)	That the property will be utilised for residential purposes only.
			B(II)(b)	That the property may not be subdivided.
			B(II)(c)	That not more than one dwelling house be erected on the property, and that not more than one half of the area be built upon.
			B(II)(d)	No building be erected within 5,67 m of the street boundary.
			B(III)(3)	Registration of a servitude to accommodate sewer pipelines, as required by the Municipality.
			Clause IV	All subsequent title owners to be subjected to Condition B(I)(b).
			Clause V	All subsequent title owners to be subjected to conditions pertaining to relevant business operations.
	Erf 145 Stellenbosch	T73636/2006	B(a)	Use of water from the Kromme River is not permitted.
			B(b)	No liquor store or canteen are to be erected. Nor shall any hotel, butcher, general or other businesses of a likewise nature, be operated on the property.
			C(a)	That the property will be utilised for residential purposes only.
			C(b)	That the property may not be subdivided.
			C(c)	That not more than one dwelling house be erected on the property, and that not more than one half of the area be built upon.
			C(d)	No building shall be erected within a distance of 18 feet from any boundary of the said erf.

		D(3)	Registration of a servitude to accommodate sewer pipelines, as required by the Municipality.
Erf 166 Stellenbosch	T4031/1990	B(1)	Use of water from the Kromme River is not permitted.
		B(2)	No canteen nor any hotel, butcher, general or other businesses of a likewise nature, be erected on the property.
		C(b)	That the property will be utilised for residential purposes only.
		C(c)	That the property may not be subdivided.
		C(d)	That not more than one dwelling house be erected on the property, and that not more than one third of the area be built upon.
		C(e)	No building be erected within 3,15 m of the street boundary.
Erf 167 Stellenbosch	T65369/2010	B(1)	Use of water from the Kromme River is not permitted.
		B(3)	No liquor store or canteen are to be erected. Nor shall any hotel, butcher, general or other businesses of a likewise nature, be operated on the property.
		C(b)	That the property will be utilised for residential purposes only.
		C(c)	That the property may not be subdivided.
		C(d)	That not more than one dwelling house be erected on the property, and that not more than one third of the area be built upon.
		C(f)	No building be erected within 3,15 m of the street boundary.
Erf 168 Stellenbosch	T2509/2017	B(1)	Use of water from the Kromme River is not permitted.

			B(3)	No liquor store or canteen are to be erected. Nor shall any hotel, butcher, general or other businesses of a likewise nature, be operated on the property.
			C(b)	That the property will be utilised for residential purposes only.
			C(c)	That the property may not be subdivided.
			C(d)	That not more than one dwelling house be erected on the property, and that not more than one third of the area be built upon.
			C(f)	No building be erected within 3,15 m of the street boundary.
	Erf 169 Stellenbosch	T15201/1959	A(1)	Use of water from the Kromme River is not permitted.
			A(3)	No liquor store or canteen are to be erected. Nor shall any hotel, butcher, general or other businesses of a likewise nature, be operated on the property.
			B(b)	That the property will be utilised for residential purposes only.
			B(c)	That the property may not be subdivided.
			B(d)	That not more than one dwelling house be erected on the property, and that not more than one third of the area be built upon.
			B(f)	No building be erected within 10 feet of the street boundary.
			C(3)	Registration of a servitude to accommodate sewer pipelines, as required by the Municipality.
	Erf 170 Stellenbosch	T98235/2000	B(1)	Use of water from the Kromme River is not permitted.
			B(3)	No liquor store or canteen are to be erected. Nor shall any hotel, butcher, general or other businesses of a likewise

			nature, be operated on the property.
		C(b)	That the property will be utilised for residential purposes only.
		C(c)	That the property may not be subdivided.
		C(d)	That not more than one third of the area be built upon.
		C(f)	No building be erected within 3,15 m of the street boundary.

1.10 **Approval** of a Site Development Plan, including a landscaping master plan.

2 That the approval granted above in Section 1. is subject to the following conditions in terms of Section 66 of the above-mentioned by-law;

2.1 The approval applies only to the application in question and shall not be construed as authority to depart from any other legal prescriptions or requirements from Council;

2.2 The building plans may not differ substantially from the Site Development Plan, attached as **Annexure C**;

2.3 That the conditions imposed by the Manager: Development (Infrastructure Services) in its memo dated 27 November 2019, condition C & D of the memo be adhered to, attached as **Annexure J**;

2.4 That a detailed landscape plan be submitted to the Director Planning and Economic Development for approval in conjunction with the Director Community Services with the building plans for the building for the development;

2.5 The landscaping plan be compiled by a specialist to ensure that any impact that the building could have on its surroundings will be mitigated where possible and to ensure that the internal garden spaces are designed to provide the tenants with a vibrant open space area;

PART M: REASONS FOR RECOMMENDATION

The approval as noted above is supported for the following reasons:

1. The property is located inside the urban edge where densification and higher density development is encouraged;
2. The proposal promotes the initiative of the SDF and IDP of densification within the urban edge;
3. The proposed development is not regarded to be out of scale or character with its surroundings and is compatible with the surrounding land uses and built environment;

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4. The proposal complies with the land use planning principles (spatial justice, spatial sustainability, efficiency, spatial resilience and good administration) as noted in section 59 of the Land Use Planning Act, 3 of 2014;
5. Sufficient municipal infrastructure is available for the proposed development.
6. The proposed development is consistent with the Dennesig Neighbourhood Development Guidelines (2019)

PART N: ANNEXURES

Annexure A	-	Locality map
Annexure B	-	Title Deeds
Annexure C	-	Site Development Plan
Annexure D	-	Conveyances Certificate
Annexure E	-	Applicant's Motivation Report (Extract of main body)
Annexure F	-	Portfolio of Evidence
Annexure G	-	Copy of Notices sent to Interested and Affected parties
Annexure H	-	Objections / comments received from Interested Affected parties
Annexure I	-	Response to objections/comments from Applicant
Annexure J	-	Comments received from Internal Departments of the Municipality
Annexure K	-	Dennesig Neighbourhood Development Guidelines (2019).

PART T P: SIGNATURES

REPORT COMPILED BY:

ROBERT FOOY
SENIOR TOWN PLANNER

14/01/2020
DATE

RECOMMENDED BY:

CRAIG ALEXANDER PR PLN
ACTING MANAGER: LAND USE MANAGEMENT
(Pr Pln A/1749/2013)15

14/01/2020
DATE

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK

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PART U: MUNICIPAL PLANNING TRIBUNAL DECISION IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW, OCTOBER 2015:					
APPROVE		**APPROVE IN PART**		**REFUSE**	

Tick the appropriate box:

SIGNATURE: _____

DATE: _____

CHAIRPERSON OF THE MUNICIPAL PLANNING TRIBUNAL
DR D J DU PLESSIS

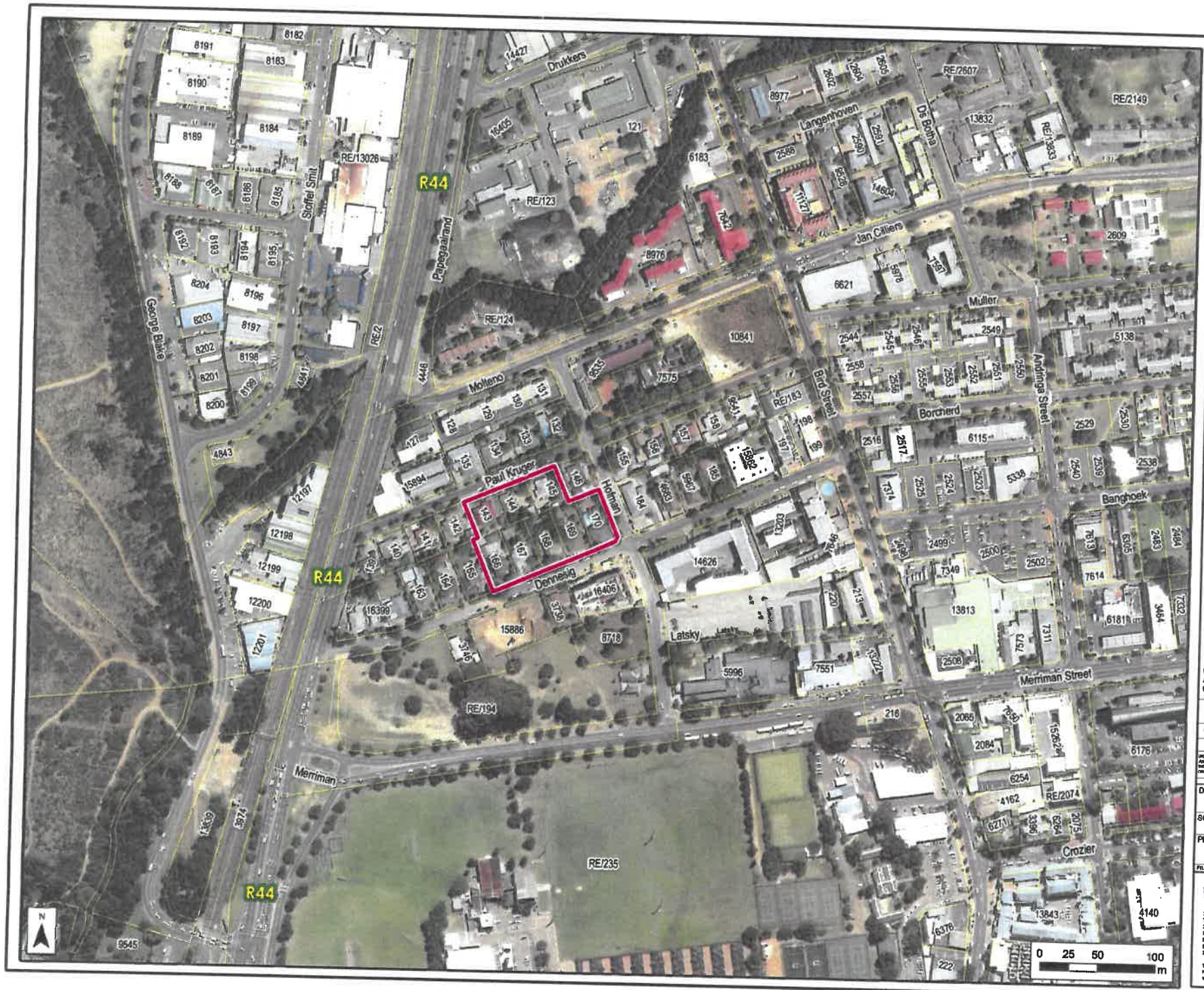
ADDITIONAL COMMENTS IF ANY:

_____

_____

_____

_____



STELLENBOSCH

DENNESIG DEVELOPMENT

LOCAL CONTEXT

Application Area (±8 383 m²)

Cadastral Boundaries

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

REF:	J:\GIS\PROJECTS\STELLENBOSCH \DENNESIG_DEVELOPMENT\Plans
COMPILED BY:	A ELLIS
INDEMNITY	

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DATE:	SEPTEMBER 2018
SCALE:	SEE LINESCALE
PLAN NO:	3
FILE NAME:	
CLIENT	

URBAN DYNAMICS WESTERN CAPE
TOWN & REGIONAL PLANNERS
2nd FLOOR
TYGERVALLEY CHAMBERS A
27 WILLIE VAN SCHOOR AVE
BELLVILLE - 7530
PO BOX 2465
BELLVILLE
7535
TEL: (021) 948 1548
FAX: (021) 948 1568
WEBSITE: WWW.UDWC.CO.ZA
Urban Dynamics Western Cape (PTY) LTD
Reg. No: 1995/009882/07
Urban Dynamics South Cape (PTY) LTD
Reg. No: 1997/006197/07



STELLENBOSCH

DENNESIG DEVELOPMENT

AERIAL CONTEXT

Application Area (±8 383 m²)

Cadastral Boundaries

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

REF: J:\GIS\PROJECTS\STELLENBOSCH \DENNESIG_DEVELOPMENT\Plans

COMPILED BY: A ELLIS

INDEMNITY

DATE: SEPTEMBER 2018

CLIENT

SCALE: SEE LINESCALE

PLAN NO: 1

FILE NAME:

URBAN DYNAMICS WESTERN CAPE
2nd FLOOR
TYGERVALLEY CHAMBERS 5
27 WILLIE VAN SCHOOR AVE
BELLVILLE - 7530
PO BOX 2445
BELLVILLE
7535
TEL: (021) 948 1545
FAX: (021) 948 1558
WEBSITE: WWW.UDWC.CO.ZA
Urban Dynamics Western Cape (PTY) LTD
Reg. No. 1985/009052/07
Urban Dynamics South Cape (PTY) LTD
Reg. No. 1997/008197/07

ANNEXURE B

Printed: 2018/06/28 11:59

Deeds Office Property

Lexis® Convey

STELLENBOSCH, 143, 0 (CAPE TOWN)

GENERAL INFORMATION

Date Requested	2018/06/28 11:59
Deeds Office	CAPE TOWN
Information Source	DEEDS OFFICE
Reference	PC01282

PROPERTY INFORMATION

Property Type	ERF
Erf Number	143
Portion Number	0
Township	STELLENBOSCH
Local Authority	STELLENBOSCH MUN
Registration Division	STELLENBOSCH RD
Province	WESTERN CAPE
Diagram Deed	T8647/1941
Extent	937.0000SQM
Previous Description	PTN OF ST RD 641/12-TP772
LPI Code	C06700220000014300000

OWNER INFORMATION

Owner 1 of 1

Person Type	PRIVATE PERSON
Name	BELL JOSEPH USHER
ID Number	6807135008086
Title Deed	T42945/2004
Registration Date	2004/05/12
Purchase Price (R)	650,000
Purchase Date	2004/01/11
Share	
Microfilm Reference	2008 0075 2516
Multiple Properties	NO
Multiple Owners	NO

ENDORSEMENTS (1)

#	Document	Institution	Amount (R)	Microfilm
1	B33769/2017	BUFFSHELFCO 54 PTY LTD	7,000,000	

HISTORIC DOCUMENTS (7)

#	Document	Owner	Amount (R)	Microfilm
1	B816/1978	-	UNKNOWN	2004 0499 3168
2	B2912/1985	S A PERM	39,600	2004 0499 3173
3	B51597/1994	NEDCOR BANK	40,000	2004 0499 3179
4	B34151/2004	-	UNKNOWN	2004 0499 3180
5	B74255/2005	-	UNKNOWN	2005 1685 1251
6	B106180/2007	-	UNKNOWN	2008 0094 1525
7	T558/1978	BRAND JOHANNES ABRAHAM	UNKNOWN	2004 0499 3138

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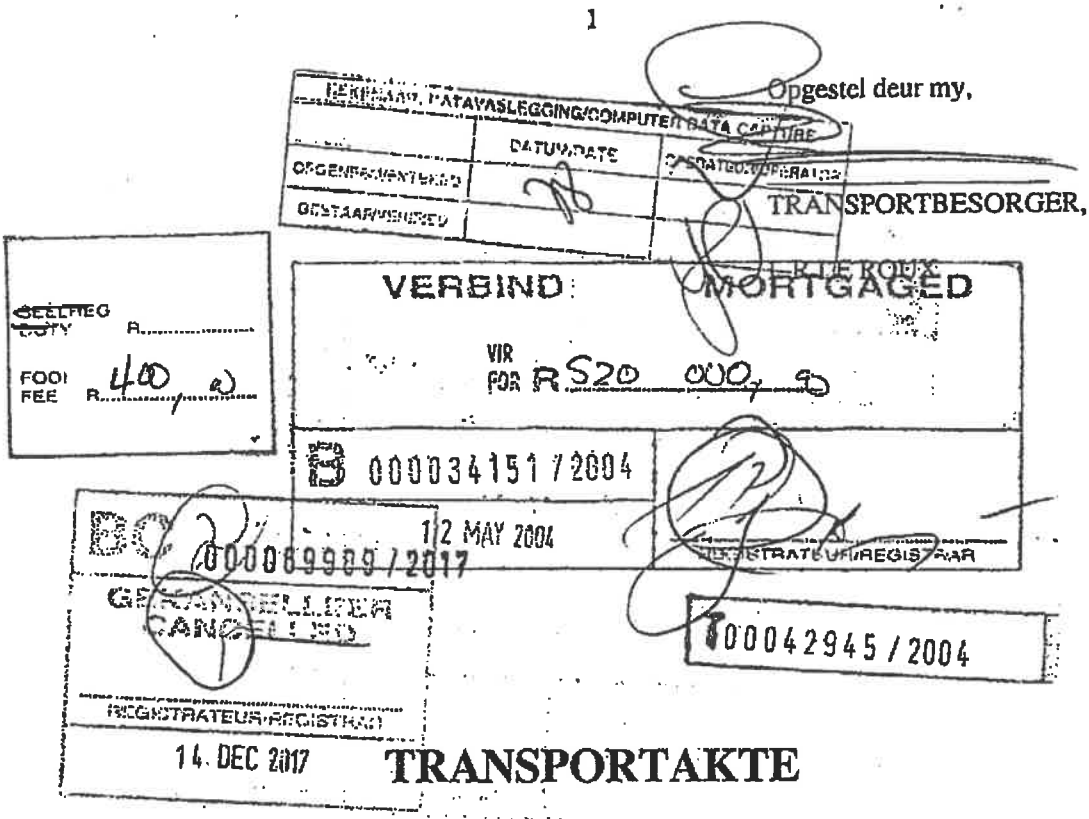
Opgestel deur my,

TRANSPORTBESORGER,



TRANSPORTAKTE

Sy dit kennelik aan almal wie dit mag aangaan:

DAT MARGARET ANNE BOAG

verskyn het voor my, Registrateur van Aktes, Hy die gesegde Komparant synde daartoe behoorlik gemagtig deur 'n volmag uitgevoer te FRANSCHHOEK

op die 19de dag van Maart 2004 deur,

JOHANNES ABRAHAM BRAND

IDENTITEITSNOMMER 520131 5089 085

EN

JACQUELINE ALETTA BRAND

IDENTITEITSNOMMER 580830 0090 08 2

GETROUD BINNE GEMEENSKAP VAN GOEDERE MET MEKAAR

welke volmag, geteken in die teenwoordigheid van getuie oorcenkomstig die Wet, my hede getoon is;

7

BC 0000699 0 /2017

VERBIND MORTGAGE

14 DEC 2017 320000 00

B 0007 4255 /2005

0000699 1 /2017

VERBIND MORTGAGED

VIR FOR R 1 000 000,00

14 DEC 2017

B 106180 /07

REGISTRATEUR/REGISTRAR

VERBIND

VIR FOR R 7 000 000 00

0 0033769 /2017

14 DEC 2017

En die Komparant het verklaar dat sy voorsegde Prinsipaal werklik en wettiglik verkoop het op 11 Januarie 2004 en dat Hy, in sy hoedanigheid as voorsegde Prokureur, deur hierdie Akte, gesedeer en getransporteer het in volle en vrye eiendom aan en ten behoewe van

JOSEPH USHER BELL
IDENTITEITSNOMMER 680713 5008 086
Getroud buite gemeenskap van goed

sy Erfgename, Eksekuteure, Administrateure of Gemagtigdes

ERF 143 STELLENBOSCH,
in die Munisipaliteit en Afdeling van Stellenbosch,
Wes Kaap Provinsie;

Groot: 937 (Nege Honderd Sewe en Dertig) vierkante meter;

AANVANKLIK OORGEDRA kragtens Transportakte Nr. T8847/1941 met Kaart Nr. 3146/1940 wat daarop betrekking het en gehou kragtens Transportakte Nr T558/1978.

ONDERHEWIG:

A Aan die voorwaardes waarna verwys word in gesegde Sertifikaat van Geregistreerde Titel gedateer 16 September 1932, No. 5749, maar weens spesiale voorwaarde B(a) hieronder sonder regte onder die serwituut waarna verwys word in the endossement gedateer 5 Oktober 1932 daarop.

B Aan die voorwaardes van die Serwitute waarna verwys word in die twee endossemente op 2 Junie 1939 en 5 Junie 1939 aangeteken op Transportakte No. 7492 gedateer 10 Desember 1932, naamlik:

"Registrasie van Serwituut.

Deur die ondergenoemde Aktes van Transport van erwe in die Kromme Rivier C Dorp is deur die eienaar en sy opvolgers in titel van die restant van die eiendomme paras. 1, 2, 3 & 4 van hierdie Akte al sy bestaande regte as oewereienaar uitgehou en die grond deur die gesegde Aktes oorgedra is onderhewig ten gunste van die gemelde eiendomme hieronder gehou aan sekere regte wat betref ..... die bedryf van sekere besighede en verkoop van sterk drank; soos meer volledig sal blyk uit Transporte Nos 5594 ged. 2.6.1939; 9842 ged. 8.9.1939; 536 ged. 25.1.1940; No 4379 ged. 9.5.1940; No. 9997 ged. 10.10.1940; 10502 ged. 24.10.1940; 11365 ged. 19.11.1940; 1656 dd. 1.3.1941."

"Registrasie van Serwituut.

Deur die ondergenoemde Aktes van Transport is deur die eienaar en sy opvolgers in titel van die restant van die eiendomme paras. 1,2,3 & 4 van hierdie akte al sy bestaande regte as oewereinaar uitgehou, en die grond hierdeur en deur die gesegde Aktes oorgedra is onderhewig, ten gunste van die gemelde eiendomme hieronder gehou, aan sekere regte wat betref ..... die bedryf van sekere besighede soos meer volledig sal blyk uit Transporte Nos. 5668 ged. 5.6.1939; No 4379 ged. 9.5.40."

wat verwys na die volgende spesiale voorwaardes vervat in Akte van Transport No 8847 van 1941 wat deur Charle Guilluame Rocher du Toit, as eienaar van die restant van die grond geregistreer in sy naam deur gesegde Transport bestaande uit die eiendomme beskryf in die Sertifikate van Geregistreerde Titel gedateer 16 September 1932 No. 5749 en 20ste Oktober 1931 No. 7946 en die Akte van Transport No. 149 gedateer 15 Oktober 1888 opgelê is vir die voordeel van homself as eienaar van die grond tans deur hom gehou deur die gesegde Sertifikate en Akte van Transport of enige toekomstige eienaar daarvan of deel daarvan, wie altyd die reg sal hê om enige verbreking van enige een daarvan verhaal te verkry naamlik:

(a) Dat die bogenoemde erf nie geregtig sal wees nie op die gebruik van enige water uit die Kromme Rivier vir huishoudelik of enige ander doeleindes - die transportgewer behou vir homself as eienaar van die grond nog op 23 Augustus 1932 in sy naam geregistreer onder die gemelde Sertifikaat van Geregistreerde Titel gedateer 20ste Oktober 1931, No. 7946 en Transport No. 149 gedateer 15 Oktober 1888 en Sertifikat van Geregistreerde Titel gedateer 16 September 1932 No. 5749 en sy opvolgers in Titel al sy teenwoordige bestaande regte as oewereienaar op sulke regte.

(b) .....

(c) Geen bottelstoor, kantien of plek waar sterk dranke kan verkry word sal op die hierbogemelde grond opgerig word nog sal enige hotel, slagter, algemene handelaar of ander besigheid van sulke aard gedryf of gedoen word daarop.

C Die voorwaardes (a), (b), (c), waarna verwys word in T Nr. 20494 ged 26.11.46 waaronder die Administrateur tot die oprigting van die gesegde dorp gebied in terme van Ordonnansie 13/1927 Seksie 15, sy toestemming gegee het, naamlik:

(a) Die erf moet uitsluitelik vir wonings doeleindes gebruik word. Geen winkel of hotel en geen handel of industriele besigheid van enige aard sal daarop gedryf word nie.

(b) Dat die erf nie sal verdeel word nie.

(c) Dat nie meer dan een woonhuis met die nodige buitegeboue en toebehoorsels op die erf sal gebou word nie en dat nie meer dan een helfte van die oppervlakte van die erf opgebou word nie.

(d) Dat geen gebou binne 5,67 meter van enige straatlyn wat die grens van die erf is moet opgerig word nie.

D Die voorwaarde (3) waarna verwys word in T. Nr. 20494 ged 26.11.46 opgelê deur die Munisipaliteit van Stellenbosch soos sal blyk van die byvoegsel aan die toestemming van die Administrateur voormeld te wete:

(3) Dat die eienaar van elke erf en die namalige eienaars daarvan verplig sal wees om die riolering en rioolstelsel van enige erf of erwe oor sodanige erf te laat neem indien nodig geag deur die Munisipaliteit op sulke wyse en op so 'n plek as mag van tyd tot tyd deur die Munisipaliteit redelik vereis word.

DIE Komparant doen dus hiermee afstand van al die regte, aanspraak en titel wat die gesegde

TRANSPORTGEWER

voorheen op genoemde eiendom gehad het, en gevolglik erken die Komparant ook dat die gesegde

TRANSPORTGEWER

geheel en al van die besit daarvan onthef en nie meer daarop geregtig is nie, en dat kragtens hierdie akte, bogenoemde

TRANSPORTNEMER

sy Erfgename, Eksekuteurs, Administrateurs of Regverkrygendes tans en voortaan daartoe geregtig is, ooreenkomstig plaaslike gebruik, behoudens die Regte van die Staat; en ten slotte erken hy dat die hele Koopsom ten bedrae R650 000.00 (Ses Honderd en Vyftig Duisend Rand) behoorlik betaal of verseker is.

TEN BEWYSE waarvan ek, die genoemde Registrateur, tesame met die Komparant, hieredie Akte onderteken en dit met die Ampseël bekragtig het.

ALDUS GEDOEN en verly op die kantoor van die Registrateur van Aktes, te KAAPSTAD
op hede die 12 dag van Mei in die jaar van ons Heer, 2004

q.q. sy Prinsipaal/ale
In my teenwoordigheid,

Registrateur van Aktes

Elize Opperman

From: Amanda Harris <roetsreception@mega.co.za>
Sent: Thursday, July 12, 2018 12:25 PM
To: Elize Opperman
Subject: BODY CORPORATE OF VILLA PORTA SALUS / J.M. VAN JAARSVELD KP1858

ONS VERW: **MNR. ROETS/ah/KP1858**
U VERW: **CWE01160**

Beste Elize,

Bogenoemde aangeleentheid en u e-pos gedateer 26 April 2018 verwys.

Ons verneem graag u verdere instruksies hierin.

Vriendelike groete

ROETS & DU PLESSIS

Per: J.C.M. ROETS



FREE Animations for your email Click Here!

Endorsement		
	Amount	Office fee
Purchase price/Value	R.....	R.....
Mortgage capital amount	R. 7 000 000.00	R. 2100.00
Reason for exemption	Cat.....	Exempt i.t.o. section.....Act.....

Pieter Schoeman Attorneys
5 Short Street
Potchefstroom
2531

Prepared by me

CONVEYANCER
PETRUS JOHANNES ARNOLDUS SCHOEMAN

B 000033769/2017

Covering Mortgage Bond

In favour of

BUFFSHELFCO 54 PROPRIETARY LIMITED
(Registration Number 2017/234752/07)

DATA / VERIFY
20 DEC 2017
YOLANDI OLIVIER

BE IT HEREBY MADE KNOWN

THAT JACOBUS PETRUS VAN ZYL

a duly admitted conveyancer ('the Appearer') appeared before me, REGISTRAR OF DEEDS at CAPE TOWN, he, the said Appearer, being duly authorised thereto by a power of attorney granted to him by –

JOSEPH USHER BELL
Identity Number: 680713 5008 086
Married out of community of property

('the Mortgagor')

DATA / VERIFY
05 JAN 2018
FATGEYAH LARNEY

signed at **STELLENBOSCH** on the 31st day of **OCTOBER 2017**, which said power of attorney, witnessed in accordance with law, was this day exhibited to me.

AND THE APPEARER DECLARED the Mortgagor to be indebted to the hereinafter-mentioned Mortgagee, whether such indebtedness be a direct or indirect liability or obligation incurred by the Mortgagor individually or jointly with others, and whether such indebtedness or obligation arises from moneys lent and advanced, drafts or bills of exchange or by reason of any suretyship, guarantee or indemnity or other document or agreement signed by the Mortgagor in favour of the Mortgagee, or given by the Mortgagee for and on behalf of the Mortgagor, and any payment made by the Mortgagee pursuant to this bond, including future debts generally, from whatsoever cause arising, up to but not exceeding the sum of –

R7 000 000.00 (SEVEN MILLION RAND)

together with interest thereon, and the additional sum as referred to hereunder, upon the further conditions hereinafter set forth.

AND THE APPEARER FURTHER DECLARED the Mortgagor to be truly and lawfully indebted and held and firmly bound to and in favour of –

BUFFSHELFCO 54 PROPRIETARY LIMITED
(Registration Number 2017/234752/07)

its order, successors in title and assigns ('the Mortgagee'), in the sum of -

R7 000 000.00 (SEVEN MILLION RAND)
('the capital') arising from a consideration set out in the recital.

AND THE APPEARER, on behalf of the Mortgagor, renounced (to the extent not prohibited by the National Credit Act, 2005 ('the Act')) the legal exceptions *non numeratae pecuniae*, *non causa debiti*, *errore calculi*, revision of accounts and no value received, and the benefit of *excussionis et divisionis* and, where applicable, the benefit of *de duobus vel pluribus reis debendi*, with the force and effect of which the Appearer declared the Mortgagor to be fully acquainted, and all other exceptions which could or might be taken to the Mortgagee's claim for payment of all or any of the amounts or obligations secured hereunder, and hereby promised and undertook to pay to the Mortgagee the capital owing together with interest thereon calculated as hereinafter set forth and all other amounts secured hereunder.

AND AS SECURITY for the payment of –

(i) the capital;
(ii) all interest claimable from the Mortgagor; and
(iii) the costs of preserving and realising the mortgaged property, fire insurance premiums and cost of notice;

and also for the discharge of all relevant obligations together with such other costs, charges, expenses and future debts generally, which may be claimable from the Mortgagor under this bond, and which other costs, charges, expenses and future debts generally, are secured up to an amount not exceeding the capital and the sum of –

R1 400 000.00 (ONE MILLION FOUR HUNDRED THOUSAND RAND)
('the additional sum')

THE APPEARER *qq* hereby declared to bind specially as a FIRST mortgage :-

ERF 143 STELLENBOSCH,
IN THE MUNICIPALITY AND DIVISION OF STELLENBOSCH
PROVINCE OF THE WESTERN CAPE
IN EXTENT 937 (NINE HUNDRED AND THIRTY-SEVEN) square meters
Held by Deed of Transfer: T42945/2004
SUBJECT TO THE CONDITIONS THEREIN CONTAINED.

('the mortgaged property')

AND THE APPEARER DECLARED to bind the Mortgagor to the following terms and conditions, namely –

1. **INTERPRETATION**

In this mortgage bond, unless the context indicates a contrary intention, words and expressions bear the meanings assigned to them and cognate expressions bear corresponding meanings –

1.1 **"CPI"** means the consumer price index (stipulated as a percentage) for all urban areas as published by Statistics South Africa (which, from January 2009, replaced CPI for Historical Metropolitan and Other Urban Areas and CPIX published by Statistics South Africa) as applicable on the Exercise Date, provided that in the event of the publication being discontinued, or of any change in the basis of computation of that index, an index prepared or recommended by an auditor appointed by the Chairman of the South Africa Institute of Chartered Accountants shall be adopted in the place of the CPI;

1.2 **"Exercise Date"** means the date the Mortgagee exercises the option granted to it in terms of the provisions of the Option Agreement;

1.3 **"Option Agreement"** means the option agreement entered into between the Mortgagor and the Mortgagee on the 2nd day of November 2017, in terms of which the Mortgagor granted an option to the Mortgagee to purchase the mortgaged property;

1.4 **"Prime rate"** means the publicly quoted basic rate of interest, compounded monthly in arrears and calculated on a 365 (Three Hundred and Sixty-Five) day year irrespective of whether or not the year is a leap year, from time to time published by the Morgagee's bank as being its prime overdraft rate, as certified by any representative of that bank whose appointment and designation it will not be necessary to prove;

1.5 **"Sale Agreement"** means the sale agreement signed by the Mortgagor for purposes of the option granted to the Mortgagee as contemplated in clause 1.3, and annexed to the Option Agreement, marked Annexure "A";

2. CONTINUING COVERING SECURITY

This bond is a continuing covering security for all and any sum or sums of money which may now or in the future be owing to or claimable by the Mortgagee from any cause afore-mentioned and any other cause of whatsoever nature, as well as for the due and faithful performance by the Mortgagor of the terms and conditions of the Option Agreement and/or the Sale Agreement and remains of full force and effect until cancelled in the deeds registry notwithstanding any fluctuation in, or temporary extinction of, the Mortgagor's indebtedness and/or performance to the Mortgagee, from time to time.

3. **PLACE OF PAYMENT**

3.1 All payments in terms of this bond will be made in South African currency, without set off or deduction of any kind and free of exchange, bank costs and other charges at the office of the Mortgagee at –

Address: Chris Boulle Incorporated, Ground Floor, Building 13, The Woodlands, Woodlands Drive, Woodmead, Sandton
or wherever else the Mortgagee may at any time in writing direct.

3.2 Notwithstanding any allocation by the Mortgagor of any payment made to the Mortgagee in terms of this bond, each payment made by the Mortgagor will be allocated firstly to any indebtedness of the Mortgagor other than capital and interest (subject, however, to the provisions of the Act, where applicable), secondly to any due or unpaid interest, thirdly to any due or unpaid fees or charges, and lastly in reduction of the capital amount outstanding.

4. **INTEREST**

4.1 Interest on the capital secured in terms of this bond will, be calculated at the rate of CPI from the date the capital was paid to the Mortgagee in terms of the provisions of the Option Agreement until the capital has been repaid and settled in full to the Mortgagee.

4.2 Should –

4.2.1 the Mortgagor fail to pay any amount payable under this bond on the due date thereof, or

4.2.2 the Mortgagee invoke the provisions of clauses 5.3, 6.3 or 7.2;

then the Mortgagor shall pay interest on that amount or on the money so disbursed, from the due date for payment, or in the circumstances contemplated in clause 4.2.2, from the date on which the Mortgagee disburses such money, as the case may be, to the actual date of payment, at the rate payable on the unpaid amount or in terms of clause 4.1, as the case may be.

5. INSURANCE

5.1 The Mortgagor shall, unless otherwise required in writing by the Mortgagee, insure all improvements on the mortgaged property and keep them insured for such minimum amount as the Mortgagee agrees in writing, being the agreed full asset value of the improvements for replacement purposes, for so long as the Mortgagor is indebted to the Mortgagee, against risk of loss or damage from fire, storm and any other risk which the Mortgagee at any time directs in writing, plus SASRIA (SASRIA Limited) extension, and shall cede the relative policy or policies to the Mortgagee as collateral security for the indebtedness of the Mortgagor to the Mortgagee.

5.2 In the event that insurance as aforesaid is arranged by the Mortgagor, the terms and conditions of such policy shall comply with the Mortgagee's credit requirements and will be subject to the Mortgagee's approval in writing and the Mortgagor shall lodge the policy or policies of such insurance with the Mortgagee, together with documentary evidence to the satisfaction of the Mortgagee (where such premiums are not paid by the Mortgagee) that all premiums including renewal premiums have been paid and that the insurer has noted the cession of such policy or policies to the Mortgagee as collateral security for the indebtedness of the Mortgagor to the Mortgagee.

5.3 Should the improvements not be insured or should any insurance not be maintained, the Mortgagee is entitled but not obliged to insure such improvements and/or pay the premiums on behalf of the Mortgagor, and any money so disbursed shall be refunded by the Mortgagor on demand.

5.4 All moneys received under any insurance hereunder will in the sole discretion of the Mortgagee be applied either in partial or full payment of the indebtedness of the Mortgagor hereunder or in the restoration under such conditions as the Mortgagee may lay down, of that which has been damaged or destroyed by any causes covered by such insurance.

6. IMPROVEMENTS

6.1 The Mortgagor shall, until such time as this bond is cancelled, keep all improvements on the mortgaged property in good order and repair.

6.2 The Mortgagee or its duly appointed agents are entitled at all reasonable times, at the cost of the Mortgagor, to enter upon and inspect the mortgaged property for the purpose of ascertaining if the aforesaid condition of keeping all improvements on the mortgaged property in good order and repair is being fully complied with.

6.3 Should the improvements not be kept in good order and repair, the Mortgagee is entitled but not obliged to effect the necessary repairs or to cause any repairs to be done on behalf of the Mortgagor, and the costs of the Mortgagee in repairing the improvements and any money disbursed by the Mortgagee in procuring that the necessary repairs be effected shall be refunded by the Mortgagor on demand.

7. RATES AND TAXES

7.1 The Mortgagor shall promptly pay all rates, taxes, site rentals, licences, service and other charges levied and to be levied at any time in respect of the mortgaged property by any governmental, local or other competent authority or, where applicable, a leasehold grantor, and on demand produce the receipts therefor to the Mortgagee.

7.2 Should any of the aforesaid rates, taxes, site rentals, licences, service and other charges levied and to be levied not be paid on due date, the Mortgagee is entitled but not obliged to pay any amount so levied and any moneys so disbursed shall be refunded by the Mortgagor on demand.

8. TITLE DEEDS AND LETTING OF PROPERTY

8.1 The title deeds of the mortgaged property will be lodged and remain with the Mortgagee until this bond is cancelled and the mortgaged property will not be further burdened in any way without the written consent of, and on the conditions prescribed by, the Mortgagee.

8.2 The mortgaged property or any portion thereof shall not be let for a longer period than a period which falls beyond 31 December 2018 without the written consent of the Mortgagee.

9. CESSION OF RENTALS AND REVENUES

Should the Mortgagee give its consent to the letting of the mortgaged property, the Mortgagor cedes, transfers and assigns to the Mortgagee all the Mortgagor's rights, title and interest in and to all rentals and other revenues of whatsoever nature, which may accrue from the mortgaged property as additional security for the due repayment by the Mortgagor of all amounts owing to or claimable by the Mortgagee at any time in terms of this bond, with the express right in favour of the Mortgagee irrevocably and *in rem suam* –

9.1 to institute proceedings against lessees for the recovery of unpaid rentals, and/or eviction from the mortgaged property;

9.2 to let the mortgaged property or any part thereof, to cancel or renew and enter into leases in such manner as the Mortgagee decides, to evict any trespasser or other person from the mortgaged property;

9.3 to collect on behalf of the Mortgagor any moneys payable in respect of the alienation by the Mortgagor of the mortgaged property or any portion thereof;

provided, however, that the cession, transfer, assignment and authorities and powers specified above shall not be acted upon by the Mortgagee without the consent of the Mortgagor unless the Mortgagor has failed to comply with any term or condition of this bond or any loan or other indebtedness secured thereby, or has otherwise committed a breach thereof. The Mortgagee is further entitled to charge a commission of 5% (five percent) of the gross amount of all rentals and other revenues collected (to the extent not prohibited by the Act) and to recover such commission under this bond.

10. BREACH

10.1 The capital or balance thereof, and all other moneys which may then be claimable or secured under this bond, and in terms of any and all other bonds passed by the Mortgagor in favour of the Mortgagee over the mortgaged property, shall become due and payable forthwith and without the Mortgagor having been specially placed in default, whether the due date thereof shall have arrived or not (and the Mortgagee will be entitled to have the mortgaged property declared executable), in the event of a failure by the Mortgagor to timeously make any payment or perform any obligation in terms of this bond or comply with any demand made by the Mortgagee or in any manner breach any loan or facility granted by the Mortgagee or other obligation owed to the Mortgagee.

10.2 Should the provisions of clause 10.1 become applicable, the Mortgagee is further entitled and is hereby authorised to surrender any policy or policies of insurance which is/are ceded or made payable to the Mortgagee as collateral security and to appropriate the surrender value on account of the amount owing to the Mortgagee or secured under this bond.

11. EXPROPRIATION

In the event that the whole or any portion of the mortgaged property is expropriated under any law or taken under any law, provincial ordinance or by-law for road-widening purposes, or for any other purpose whatsoever by any competent authority, the Mortgagor appoints the Mortgagee irrevocably and *in rem suam* to receive all compensation moneys payable in respect thereof as well as to make all claims and sign all documents in regard thereto. The Mortgagee shall account to the Mortgagor in respect of all amounts received after deduction of all sums owing in terms of or secured by this bond, including legal costs incurred by the Mortgagee in invoking its rights pursuant to this clause.

12. CERTIFICATE OF INDEBTEDNESS

To the extent permitted by the Act, the nature and amount of the Mortgagor's indebtedness to the Mortgagee secured by this bond, as well as the interest rate payable in respect thereof, will at any time be determined and proved by a certificate purporting to have been signed by a Manager or Accountant for the time being of the Mortgagee, whose capacity or authority it will not be necessary to prove (or any other form of evidence contemplated in section 169(3) of the Act), which certificate or other form of evidence, as the case may be, will upon the mere production thereof be binding on the Mortgagor and be *prima facie* proof of the contents of such certificate and of the fact that such amount is due and payable in any legal proceedings against the Mortgagor, and will be valid as a liquid document against the Mortgagor in any competent court.

13. DOMICILIUM

13.1 In the event that the Mortgagee is required or wishes to give legal notice to the Mortgagor for any purpose contemplated in this bond, the Act or in any other law, the Mortgagee must deliver that notice to the Mortgagor at the under-mentioned address of the Mortgagor –

Address: 5 Short Street, Potchefstroom, 2531

or at any address for legal notices chosen by the Mortgagor in any agreement with the Mortgagee relating to the indebtedness of the Mortgagor hereby secured.

13.2 The Mortgagor may change its address for the purposes of this clause by delivering to the Mortgagee a written notice of the new address by hand, registered mail or, where the Act is applicable, by electronic mail, if the Mortgagee has provided an email address.

13.3 Unless otherwise provided by this clause or, where applicable the Act, a notice, order or other document that must be served on the Mortgagor will have been properly served when it has been either delivered to the Mortgagor or sent by registered mail to the Mortgagor's last known address.

14. RIGHT OF LEASEHOLD

In the event that the mortgaged property is a right of leasehold granted in terms of the Black Communities Development Act, 1984, references in this bond to the mortgaged property and buildings or other improvements of whatsoever nature erected or to be erected on the mortgaged property, shall, unless otherwise required by the context, include respectively, the land in respect of which the right of leasehold is granted and all buildings or other improvements erected or to be erected on such land.

15. JURISDICTION

In terms of section 45 of the Magistrate's Court Act, 1944, and at the option of the Mortgagee, any claim arising under this bond may be recovered in any magistrate's court having jurisdiction, and the Mortgagor hereby consents to the jurisdiction of the magistrate's court.

16. GENERAL

16.1 No agreement varying any of the terms or conditions of this bond shall be of any force or effect unless reduced to writing and signed by the Mortgagor and the Mortgagee, and should the Mortgagee so require, such agreement shall be incorporated in a variation agreement prepared by the Mortgagee's conveyancers and registered in the relevant deeds registry at the cost of the Mortgagor.

16.2 To the extent that there is any conflict between the provisions of this bond and the provisions of any agreement with the Mortgagee relating to the indebtedness of the Mortgagor hereby secured, the provisions of such agreement will prevail and apply.

16.3 The Mortgagee has the right at any time and from time to time, without the consent of the Mortgagor, to cede, assign and transfer all or any of its rights, title and interest in

and to this bond, to and in favour of any third party or parties, whether natural, juristic or of any other kind or nature. The aforesaid right includes the right to delegate any obligation in terms of this bond *mutatis mutandis*. To the extent that any cession, assignment, transfer or delegation afore-mentioned constitutes or results in a splitting of claims that requires the consent of the Mortgagor, the Mortgagor hereby consents thereto.

17. **COSTS**

The Mortgagor shall pay all legal expenses, costs and charges in drawing and completing the power of attorney and this bond and procuring the registration thereof, and the costs of cancellation of this bond, including any powers of attorney and other documents necessary for that purpose, and in general all costs, including costs between attorney and client and collection commission, which may arise out of or in connection with this bond. All legal work necessary shall be performed and all necessary documents in connection with this bond and the cancellation thereof shall be drawn and registration thereof effected by the Mortgagee's conveyancers.

IN WITNESS WHEREOF I, the said Registrar, together with the Appearer *qq* have subscribed to these presents, and have caused my seal of office to be affixed thereto.

THUS DONE AND EXECUTED at the office of the **REGISTRAR OF DEEDS at CAPE TOWN**
on 2017 -12- 14

qq

In my presence,

REGISTRAR OF DEEDS

Printed: 2018/06/27 16:13

Deeds Office Property

Lexis® Convey

STELLENBOSCH, 144, 0 (CAPE TOWN)

GENERAL INFORMATION

Date Requested	2018/06/27 16:13
Deeds Office	CAPE TOWN
Information Source	DEEDS OFFICE
Reference	-

PROPERTY INFORMATION

Property Type	ERF
Erf Number	144
Portion Number	0
Township	STELLENBOSCH
Local Authority	STELLENBOSCH MUN
Registration Division	STELLENBOSCH RD
Province	WESTERN CAPE
Diagram Deed	T4379/1940
Extent	937.0000SQM
Previous Description	PTN OF ST RD 641/12-TP772
LPI Code	C06700220000014400000

OWNER INFORMATION

Owner 1 of 2

Person Type	PRIVATE PERSON
Name	BELL JOSEPH USHER
ID Number	6807135008086
Title Deed	T16264/2007
Registration Date	2007/03/05
Purchase Price (R)	650,000
Purchase Date	2006/06/21
Share	0.500000
Microfilm Reference	2007 0566 5484
Multiple Properties	NO
Multiple Owners	NO

Owner 2 of 2

Person Type	PRIVATE PERSON
Name	BELL JOSEPH USHER
ID Number	6807135008086
Title Deed	T9837/2002
Registration Date	2002/02/13
Purchase Price (R)	560,000
Purchase Date	2001/12/07
Share	0.500000 *
Microfilm Reference	2007 0537 4713
Multiple Properties	NO
Multiple Owners	YES

ENDORSEMENTS (4)

#	Document	Institution	Amount (R)	Microfilm
1	B34873/2017	BUFFSHELFCO 54 PTY LTD	7,000,000	
2	VA1649/2007	A B S A BANK LTD	UNKNOWN	2007 0573 4524
3	VA11937/2017	BELL JOSEPH USHER	UNKNOWN	
4	VA3496/2006	BELL JOSEPH USHER	UNKNOWN	2006 1226 0378

HISTORIC DOCUMENTS (9)

#	Document	Owner	Amount (R)	Microfilm
1	B68111/1992	A B S A BANK	216,000	1999 0514 0288
2	B7913/2002	-	UNKNOWN	2007 0566 5453
3	B43982/2006	-	UNKNOWN	2007 0577 1131

Printed: 2016/06/27 16:13

4	T18656/1970	STEVENS HERBERT DANIEL	UNKNOWN	1989 1093 0127
5	T46067/1989	RUST JOHAN MEYER	120,000	1990 1790 1405
6	T70749/1990	STARKE VICTOR ANDRE	160,000	1992 0833 3096
7	T61671/1992	HOMAL DIENSTE PTY LTD	240,000	1999 0514 0264
8	T66800/1999	HAMMAN JOHANNES NICOLAAS	360,000	2002 0217 1043
9	T9837/2002	BELL IGNATIUS MICHAEL	560,000	2007 0537 4713

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271

Avenant Prokureurs
10 Pasita Park
Pasitastraat 21
Bellville
7530

Opgestel deur my

TRANSPORTBESORGER
DE KOCK, N

Reg 68(1)

BC 000071778 / 2017
GEKANSELLEER
CANCELLED
REGISTRATEUR/REGISTRAR
21 DEC 2017

ARTIKEL WET 47 VAN 1937 SECTION 57 ACT 47 OF 1937
VERBIND MORTGAGED
B 8917 / 2002
VIR FOR R 760 000 00
BC 000018031 / 2007
05 MAR 2007
REGISTRATEUR/REGISTRAR

FEE
R 409.50

DATA / VERIFY
27 APR 2007
GROENEKLOOF

TRANSPORTAKTE

T 000016264 / 2007

HIERBY WORD BEKEND GEMAAK DAT

LINDA ANNE BIRCH

voor my verskyn het, REGISTRATEUR VAN AKTES, te KAAPSTAD, hy die genoemde komparant synde behoorlik daartoe gemagtig deur 'n Volmag aan hom verleen deur

IGNATIUS MICHAEL BELL
Identiteitsnommer 660402 5006 08 4
Getroud buite gemeenskap van goed

geteken te Potchefstroom op 25 Julie 2006

BC 000071779 / 2017
GEKANSELLEER
CANCELLED
REGISTRATEUR/REGISTRAR
21 DEC 2017

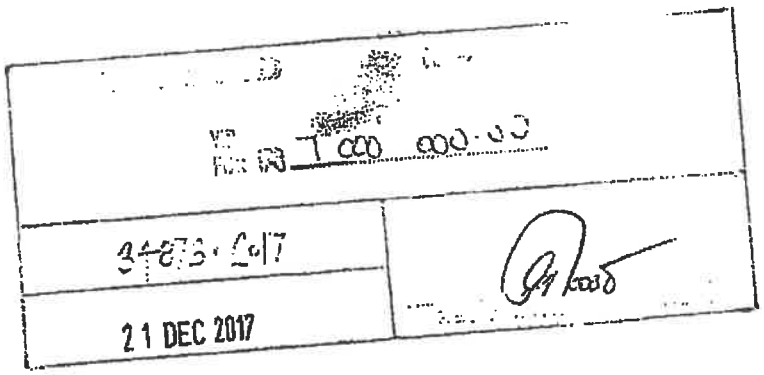
ARTIKEL WET 47 VAN 1937 SECTION 57 ACT 47 OF 1937
VERBIND MORTGAGED
B 63982 / 2006
VIR FOR R 1640 000 00
BC 000018032 / 2007
05 MAR 2007
REGISTRATEUR/REGISTRAR

DATA / CAPTURE
19 APR 2007
COMBRINK A

GhostConvey 8.3.2.4

- 5 -

WOP



En genoemde Komparant het verklaar dat sy prinsipaal, op **21 Junie 2006**, waarlik en wettiglik verkoop by Privaat ooreenkoms, en dat hy, in sy voorgenoemde hoedanigheid hierby sedeer en transporteer aan en ten gunste van

JOSEPH USHER BELL
Identiteitsnommer 680713 5008 08 6
Getroud buite gemeenskap van goed

sy Erfgename, Eksekuteurs, Administrateurs of Regverkrygendes in volkome en vrye eiendom,

1/2 (EEN HALWE) AANDEEL IN ERF 144 STELLLENBOSCH
IN DIE MUNISIPALITEIT STELLENBOSCH
AFDELING STELLENBOSCH
PROVINSIE WES-KAAP

GROOT : **937 (NEGE HONDERD SEWE EN DERTIG)** VIERKANTE METER

EERSTE GETRANSPORTEER kragtens Transportakte Nr. T4379/1940 met Diagram SG Nr. 1313/1940 wat daarop betrekking het en **GEHOU** kragtens Transportakte Nr. T9837/2002.

A. **ONDERHEWIG** aan die voorwaardes waarna verwys word in Transportakte Nr. T4380/1940.

B. **ONDERHEWIG VERDER** aan die volgende voorwaardes waarna verwys word in Transportakte Nr. T4379/1940:

I. "Aan die volgende voorwaardes wat deur Hendrik Johannes Louw Du Toit, as eienaar van die Restant van die grond geregistreer in sy naam deur die Sertifikate van Geregistreerde Titel gedateer 16de September 1932, Nr. 5749 en 20ste Oktober 1931, Nr. 7946 en die Akte van Transport Nr. 149, gedateer 15de Oktober 1888, opgelê is vir die voordeel van homself as eienaar van die grond tans deur hom gehou deur die gesegde Sertifikaat en Akte van Transport of enige toekomstige eienaar of deel daarvan, wie altyd die reg sal hê om enige verbreking van enige een daarvan verhaal te verkry, naamlik:

(a) Dat die bogenoemde Erf nie geregtig sal wees nie op die gebruik van enige water uit die Kromrivier vir huishoudelike of enige ander doeleindes – die Transportgewer behou vir homself as eienaar van die grond nog op 23 Augustus 1932, in sy naam geregistreer onder die gemelde Sertifikaat van Geregistreerde Titel gedateer 20ste Oktober 1931, Nr. 7946 en Transport Nr. 149 gedateer 15de Oktober 1888 en Sertifikaat van Geregistreerde Titel gedateer 16 September 1932, Nr. 5749 en sy opvolgers in titel as sy teenwoordige bestaande regte as oewereienaar op sulke regte;

(b) Geen botteistoor, kantien of plek wat sterk drank kan verkry word sal op die hierbogemelde grond opgerig word nog sal enige Hotel, Slagter, Algemene Handelaar of andere besigheid van sulke aard gedryf of gedoen word daarop;

JDC

II. Die voorwaardes (a), (b) en (c) waaronder die Administrateur tot die oprigting van die gesegde Stadsgebied in terme van Ordonnansie 13/1927 Seksie 15 in sy toestemming gegee het, naamlik:

(a) Die Erf moet uitsluitlik vir woning doeleindes gebruik word. Geen winkel of Hotel of geen handel of industriële besigheid van enige aard sal daarop gedryf word nie.

(b) Dat die Erf nie sal verdeel word nie.

(c) Dat nie meer dan een woonhuis met die nodige buitegeboue en toegehoorsels op die Erf sal gebou word nie en dat nie meer dan een helfte van die oppervlakte van die Erf op gebou word nie.

(d) Dat geen gebou binne 5,67 meter van enige straatlyn wat die grens van die Erf is moet opgerig word nie.

III. Die voorwaarde (3) opgelê deur die Munisipaliteit van Stellenbosch soos sal blyk van die byvoegsel aan die toestemming van die Administrateur voormeld, te wete:

(3) Dat die eienaar van elke Erf en die namalige eienaar daarvan verplig sal wees om die riolering en rioolstelsel van enige erf of erwe oor sodanige Erf te laat neem indien nodig geag deur die Munisipaliteit op sulke wyse en op so 'n plek as mag van tyd tot tyd deur die Munisipaliteit redelik vereis word.

IV. Aan die terme van die Serwitute waarna verwys word in die Endossemente op 2de Junie 1939, aangeteken op Transportakte Nr. 7492 gedateer 10 Desember 1932 wat aldus lei:

"Registrasie van Serwituut
Duur die ondergenoemde Aktes van Transport van Erwe in die Kromme Rivier C Dorp is deur die eienaar en sy opvolgers in titel van die restant van die eiendomme para 1, 2, 3 en 4 van hierdie Akte al sy bestaande regte as oewereienaar uitgehou en die grond deur die gesegde Aktes oorgedra is onderhewig ten gunste van die gemelde eiendomme hieronder gehou aan sekere regte wat betref die bedryf van seker besighede en verkoop van sterk drank, soos meer volledig sal blyk uit Transport Nrs. 5594, gedateer 2.6.1939, 9842 gedateer 8.9.1939, 536 gedateer 25.1.1940."

V. Aan die terme van die Serwitute waarna verwys word in die Endossement op 5de Junie 1939, aangeteken op gesegde Transportakte Nr. 7492 gedateer 10 Desember 1922 wat aldus lui:

"Registrasie van Serwituut
Deur die ondergenoemde Aktes van Transport is deur die eienaar en sy opvolgers in titel van die restant van die eiendomme paras 1, 2, 3 en 4 van hierdie Akte al sy bestaande regte as oewereienaar uitgehou, en die grond, deur die gesegde Aktes oorgedra, is onderhewig ten gunste van die gemelde eiendomme hieronder gehou van sekere regte wat betref die bedryf van sekere besighede soos meer volledig sal blyk uit Transport Akte Nr. 5668 ged. 5.6.1939."

WESHALWE die komparant afstand doen van al die regte en titel wat

IGNATIUS MICHAEL BELL, Getroud soos vermeld

voorheen op genoemde eiendom gehad het, en gevolglik ook erken het dat hy geheel en al van die besit daarvan onthef en nie meer daartoe geregtig is nie en dat, kragtens hierdie akte, bogenoemde

JOSEPH USHER BELL, Getroud soos vermeld

sy Erfgename, Eksekuteurs, Administrateurs of Regverkrygendes, tans en voortaan daartoe geregtig is, ooreenkomstig plaaslike gebruik, behoudens die regte van die Staat en ten slotte erken hy dat die verkoopprys die bedrag van **R650 000,00 (Ses Honderd en Vyftig Duisend Rand)** beloop.

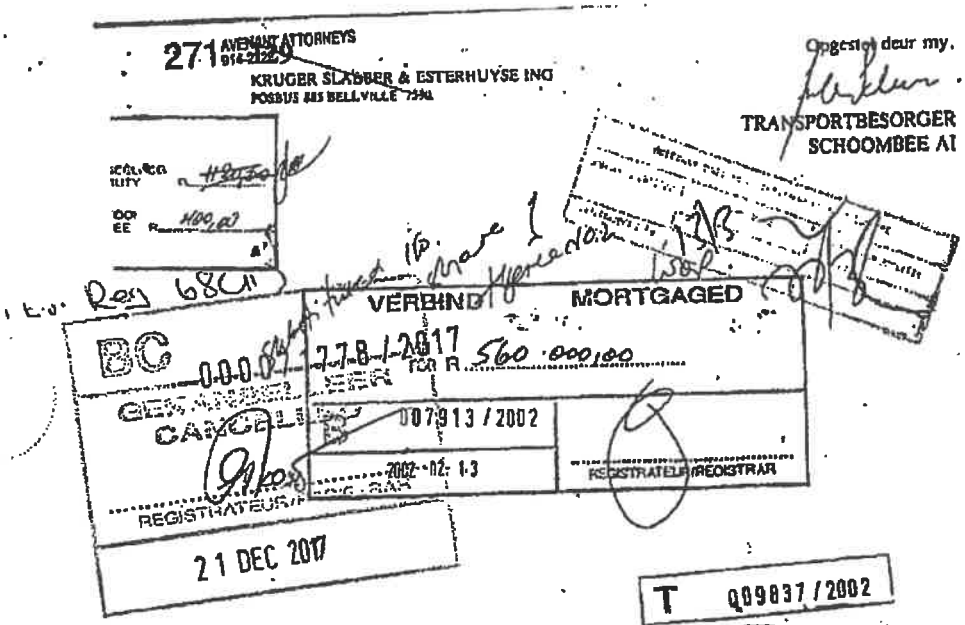
TEN BEWYSE WAARVAN ek, genoemde Registrateur, tesame met die Komparant hierdie Akte onderteken en dit met die ampseël bekragtig het.

Onderteken, verly en met die ampseël bekragtig op die kantoor van die Registrateur van Aktes te Kaapstad op 5 MAART ~~2006~~ 2007

q.q.

In my teenwoordigheid

REGISTRATEUR VAN AKTES



TRANSPORTAKTE

SY DIT KENNELIK AAN ALMAL WIE DIT MAG AANGAAN

Dat ~~ANTON IZAK SCHOOMBEE~~ Jacques Esterhuyse

verskyn het voor my, Registrateur van Aktes te KAAPSTAD, Hy die gesegde Komparant synde daartoe behoorlik gemagtig deur 'n volmag geteken te BELLVILLE
op 19 JANUARIE 2002
aan hom verleen deur

JOHANNES NICOLAAS HAMMAN
IDENTITEITSNOMMER 671206 5148 08 6
getroud buite gemeenskap van goedere

welke volmag, geteken in die teenwoordigheid van getuie ooreenkomstig die Wet, my hede getoon is;

VIR ENDOSSEMENTE KYK BLADSY 6
FOR ENDORSEMENTS SEE PAGE

En die Komparant het verklaar dat voormelde TRANSPORTGEWER waarlik en wettiglik verkoop het op 7 DESEMBER 2001 en dat Hy, in sy hoedanigheid as voormeld hiermee in volle en vrye eiendom sedeer en transporteer aan en ten behoewe van

1. JOSEPH USHER BELL
IDENTITEITSNOMMER 680713 5008 08 6
getroud buite Gemeenskap van Goedere

2. IGNATIUS MICHAEL BELL
IDENTITEITSNOMMER 660402 5006 08 4
getroud buite gemeenskap van goedere

Hulle Erfgename, Eksekuteurs, Administrateurs of Regverkrygendes

ERF 144 STELLENBOSCH
GELEE IN DIE MUNISIPALITEIT VAN STELLENBOSCH
AFDELING STELLENBOSCH, WES KAAP PROVINSIE

GROOT 937 (NEGE HONDERD SEWE EN DERTIG) VIERKANTE METER

EERSTE GETRANSPORTEER kragtens Transportakte Nr T4379/1940 met diagram SG Nr 1313/1940 wat daarop betrekking het en gehou kragtens Transportakte NrT66800/1999..

A. ONDERHEWIG aan die voorwaardes waarna verwys word in Transportakte Nr T4380/1940

B. ONDERHEWIG VERDER aan die volgende voorwaardes waarna verwys word in Transportakte Nr T4379/1940

1. "Aan die volgende voorwaardes wat deur HENDRIK JOHANNES LOUW DU TOIT, as eienaar van die restant van die grond geregistreer in sy naam deur die Sertifikate van Geregistreerde Titel gedateer 16de September 1932, Nr 5749, en 20ste Oktober 1931, Nr 7946, en die Akte van Transport Nr 149, gedateer 15de Oktober 1888, opgelê is vir die voordeel van homself as eienaar van die grond tans deur hom gehou deur die gesegde Sertifikaat en Akte van Transport of enige toekomstige eienaar of deel daarvan, wie altyd die reg sal he om enige verbreking van enige een daarvan verhaal te verkry naamlike:-

a) Dat die bogenoemde erf nie geregtig sal wees nie op die gebruik van enige water uit die Kromrivier vir huishoudelik of enige ander doeleindes - die transportgewer behou vir homself as eienaar van die grond nog op 23 Augustus 1932, in sy naam geregistreer onder die gemelde Sertifikaat van Geregistreerde Titel gedateer 20ste Oktober 1931, Nr 7946 en Transport Nr. 149 gedateer 15de Oktober 1888 en Sertifikaat van Geregistreerde Titel gedateer 16 September 1932, Nr 5749 en sy opvolgers in titel as sy teenwoordige bestaande regte as oewereienaar op sulke regte;

b) Geen bottelstoor, kantien of plek waar sterk drank kan verkry word sal op die hierbogemelde grond opgerig word nog sal enige hotel, slagter, algemene handelaar of andere besigheid van sulke aard gedryf of gedoen word daarop;

II. Die voorwaardes (a), (b) en (c) waaronder die Administrateur tot die oprigting van die gesegde Stadsgebied in terme van Ordonnansie 13/1927 Seksie 15 in sy toestemming gegee het, naamlik:

a) Die erf moet uitsluitlik vir woning doeleinde gebruik word. Geen winkel of hotel en geen handel of industriele besigheid van enige aard sal daarop gedryf word nie;

b) Dat die erf nie sal verdeel word nie.

c) Dat nie meer dan een woonhuis met die nodige buitegeboue en toegehoorsels op die erf sal gebou word nie en dat nie meer dan een-helfte van die oppervlakte van die erf op gebou word nie;

d) Dat geen gebou binne 5,67 meter van enige straatlyn wat die grens van die erf is moet opgerig word nie.

III. Die voorwaarde (3) opgele deur die Munisipaliteit van Stellenbosch soos sal blyk van die byvoegsel aan die toestemming van die Administrateur voormeld, te wete

3) Dat die eienaar van elke erf en die namalige eienare daarvan verplig sal wees om die riolering en rioolstelsel van enige erf of erwe oor sodanige erf te laat neem indien nodig geag deur die Munisipaliteit op sulke wyse en op so 'n plek as mag van tyd tot tyd deur die Munisipaliteit redelik vereis word;

8.

IV. Aan die terme van die serwitute waarna verwys word in die endossemente op 2de Junie 1939, aangeteken op Transportakte Nr 7492 gedateer 10 Desember 1932 wat aldus lui:

"Registrasie van Serwituut
Deur die ondergenoemde Aktes van Transport van erwe in die Kromme Rivier C Dorp is deur die eienaar en sy opvolgers in titel van die restant van die eiendomme para 1,2,3 en 4 van hierdie akte al sy bestaande regte as oewereienaar uitgehou en die grond deur die gesegde Aktes oorgedra is onderhewig ten gunste van die gemelde eiendomme hieronder gehou aan sekere regte wat betref die bedryf van seker besighede en verkoop van sterk drank; soos meer volledig sal blyk uit Transport Nrs 5594, gedateer 2.6.1939; 9842 gedateer 8.9.1939, 536 gedateer 25.1.1940".

V. Aan die terme van die serwitute waarna verwys word in die endossement op 5de Junie 1939, aangeteken op gesegde Transportakte Nr 7492 gedateer 10 Desember 1922 wat aldus lui:

"Registrasie van Serwituut
Deur die ondergenoemde Aktes van Transport is deur die eienaar en sy opvolgers in titel van die restant van die eiendomme paras 1,2,3 en 4 van hierdie Akte al sy bestaande regte as oewereienaar uitgehou, en die grond, deur die gesegde Aktes oorgedra, is onderhewig ten gunste van die gemelde eiendomme hieronder gehou van sekere regte wat betref die bedryf van sekere besighede soos meer volledig sal blyk uit Transport Akte Nr 5668 ged. 5.6.1939".

Weshalwe die Komparant afstand doen van al die regte en titel wat die TRANSPORTGEWER voorheen op genoemde eiendom gehad het, en gevolglik ook erken dat die TRANSPORTGEWER/S geheel en al van die besit daarvan onthef en nie meer daartoe geregtig is nie, en dat kragtens hierdie akte, bogenoemde TRANSPORTNEMERS, Hulle Erfgename, Eksekuteurs, Administrateurs of Regverkrygendes, tans en voortaan daartoe geregtig is, ooreenkomstig plaaslike gebruik, behoudens die Regte van die Staat: en ten slotte erken hy dat die hele Koopsom die bedrag van

R560 000,00 (VYFHONDERD EN SESTIGDUISEND RAND) bedra, wat ten volle betaal of verseker is.

Ten Bewyse waarvan ek, die genoemde Registrateur, tesame met die Komparant, hierdie Akte onderteken en dit met die Ampseël bekragtig het.

ALDUS GEDOEN en verly op die Kantoor van die Registrateur van Aktes, te KAAPSTAD op 18 Februarie 2022.

q.q. sy Prinsipaal/ale

In my teenwoordigheid,

REGISTRATEUR VAN AKTES.

VA0000011937/2017

Certified a true copy of the duplicate original filed of record in this Registry, issued to serve in place of the original thereof under the provisions of Deeds Regulation No 68.

Deeds Registry
Cape Town

21 DEC 2017

ASST REGISTRAR OF DEEDS

T 9837/2002

WOP

R 7 000 000.00

B000034873/2017

21 DEC 2017

VA 000003696/2006

Deeds Registry / Registrateur van Deeds
Cape Town / Kaapstad
11 MAY 2006
Asst. Registrar of Deeds / Asst. Registrateur van Deeds

RR KERSHAW

BC 000071779/2017

GEKANSELLEER/
CANCELLED
REGISTRATEUR/REGISTRAR
21 DEC 2017

VERBIND MORTGAGE

VIR/FOR R 1 640 000,00

B 000043982/2006

11 MAY 2006

REGISTRATEUR/REGISTRAR

GETRANSPORTEER AAN/TRANSFERRED TO

RESTANT/REMAINDER

T 16264/2007.

05 MAR 2007

REGISTRATEUR/REGISTRAR

9.

Pieter Schoeman Attorneys
5 Short Street
Potchefstroom
2531

	7000 000.00	2100.00
	Cat	Section Act

Prepared by me

CONVEYANCER
PETRUS JOHANNES ARNOLDUS SCHOEMAN

Covering Mortgage Bond

In favour of

B 000034873 / 2017

BUFFSHELFCO 54 PROPRIETARY LIMITED
(Registration Number 2017/234752/07)

BE IT HEREBY MADE KNOWN

THAT JACOBUS PETRUS VAN ZYL

a duly admitted conveyancer ('the Appearer') appeared before me, REGISTRAR OF DEEDS at CAPE TOWN, he, the said Appearer, being duly authorised thereto by a power of attorney granted to him by –

JOSEPH USHER BELL
Identity Number: 680713 5008 086
Married out of community of property

('the Mortgagor')

DATA / VERIFY
15 JAN 2018
VUYELWA LAMANI

DATA / CAPTURE
11 JAN 2018
FATGEYAH LARNEY

signed at **STELLENBOSCH** on the 31st day of **OCTOBER 2017**, which said power of attorney, witnessed in accordance with law, was this day exhibited to me.

AND THE APPEARER DECLARED the Mortgagor to be indebted to the hereinafter-mentioned Mortgagee, whether such indebtedness be a direct or indirect liability or obligation incurred by the Mortgagor individually or jointly with others, and whether such indebtedness or obligation arises from moneys lent and advanced, drafts or bills of exchange or by reason of any suretyship, guarantee or indemnity or other document or agreement signed by the Mortgagor in favour of the Mortgagee, or given by the Mortgagee for and on behalf of the Mortgagor, and any payment made by the Mortgagee pursuant to this bond, including future debts generally, from whatsoever cause arising, up to but not exceeding the sum of –

R7 000 000.00 (SEVEN MILLION RAND)

together with interest thereon, and the additional sum as referred to hereunder, upon the further conditions hereinafter set forth.

AND THE APPEARER FURTHER DECLARED the Mortgagor to be truly and lawfully indebted and held and firmly bound to and in favour of –

BUFFSHELFCO 54 PROPRIETARY LIMITED
(Registration Number 2017/234752/07)

its order, successors in title and assigns ('the Mortgagee'), in the sum of -

R7 000 000.00 (SEVEN MILLION RAND)
('the capital') arising from a consideration set out in the recital.

AND THE APPEARER, on behalf of the Mortgagor, renounced (to the extent not prohibited by the National Credit Act, 2005 ('the Act')) the legal exceptions *non numeratae pecuniae*, *non causa debiti*, *errore calculi*, revision of accounts and no value received, and the benefit of *excussionis et divisionis* and, where applicable, the benefit of *de duobus vel pluribus reis debendi*, with the force and effect of which the Appearer declared the Mortgagor to be fully acquainted, and all other exceptions which could or might be taken to the Mortgagee's claim for payment of all or any of the amounts or obligations secured hereunder, and hereby promised and undertook to pay to the Mortgagee the capital owing together with interest thereon calculated as hereinafter set forth and all other amounts secured hereunder.

AND AS SECURITY for the payment of –

(i) the capital;
(ii) all interest claimable from the Mortgagor; and
(iii) the costs of preserving and realising the mortgaged property, fire insurance premiums and cost of notice;

and also for the discharge of all relevant obligations together with such other costs, charges, expenses and future debts generally, which may be claimable from the Mortgagor under this bond, and which other costs, charges, expenses and future debts generally, are secured up to an amount not exceeding the capital and the sum of –

R1 400 000.00 (ONE MILLION FOUR HUNDRED THOUSAND RAND)
('the additional sum')

THE APPEARER *qq* hereby declared to bind specially as a FIRST mortgage :-

ERF 144 STELLENBOSCH,
IN THE MUNICIPALITY AND DIVISION OF STELLENBOSCH
PROVINCE OF THE WESTERN CAPE
IN EXTENT 937 (NINE HUNDRED AND THIRTY-SEVEN) square meters
Held by Deeds of Transfer: T16264/2007 & T9837/2002 ✓
SUBJECT TO THE CONDITIONS THEREIN CONTAINED.

('the mortgaged property')

AND THE APPEARER DECLARED to bind the Mortgagor to the following terms and conditions, namely –

1. **INTERPRETATION**

In this mortgage bond, unless the context indicates a contrary intention, words and expressions bear the meanings assigned to them and cognate expressions bear corresponding meanings –

1.1 **"CPI"** means the consumer price index (stipulated as a percentage) for all urban areas as published by Statistics South Africa (which, from January 2009, replaced CPI for Historical Metropolitan and Other Urban Areas and CPIX published by Statistics South Africa) as applicable on the Exercise Date, provided that in the event of the publication being discontinued, or of any change in the basis of computation of that index, an index prepared or recommended by an auditor appointed by the Chairman of the South Africa Institute of Chartered Accountants shall be adopted in the place of the CPI;

1.2 **"Exercise Date"** means the date the Mortgagee exercises the option granted to it in terms of the provisions of the Option Agreement;

1.3 **"Option Agreement"** means the option agreement entered into between the Mortgagor and the Mortgagee on the 2nd day of November 2017, in terms of which the Mortgagor granted an option to the Mortgagee to purchase the mortgaged property;

1.4 **"Prime rate"** means the publicly quoted basic rate of interest, compounded monthly in arrears and calculated on a 365 (Three Hundred and Sixty-Five) day year irrespective of whether or not the year is a leap year, from time to time published by the Morgagee's bank as being its prime overdraft rate, as certified by any representative of that bank whose appointment and designation it will not be necessary to prove;

1.5 **"Sale Agreement"** means the sale agreement signed by the Mortgagor for purposes of the option granted to the Mortgagee as contemplated in clause 1.3, and annexed to the Option Agreement, marked Annexure "A";

2. CONTINUING COVERING SECURITY

This bond is a continuing covering security for all and any sum or sums of money which may now or in the future be owing to or claimable by the Mortgagee from any cause afore-mentioned and any other cause of whatsoever nature, as well as for the due and faithful performance by the Mortgagor of the terms and conditions of the Option Agreement and/or the Sale Agreement and remains of full force and effect until cancelled in the deeds registry notwithstanding any fluctuation in, or temporary extinction of, the Mortgagor's indebtedness and/or performance to the Mortgagee, from time to time.

3. **PLACE OF PAYMENT**

3.1 All payments in terms of this bond will be made in South African currency, without set off or deduction of any kind and free of exchange, bank costs and other charges at the office of the Mortgagee at –

Address: Chris Boulle Incorporated, Ground Floor, Building 13, The Woodlands, Woodlands Drive, Woodmead, Sandton
or wherever else the Mortgagee may at any time in writing direct.

3.2 Notwithstanding any allocation by the Mortgagor of any payment made to the Mortgagee in terms of this bond, each payment made by the Mortgagor will be allocated firstly to any indebtedness of the Mortgagor other than capital and interest (subject, however, to the provisions of the Act, where applicable), secondly to any due or unpaid interest, thirdly to any due or unpaid fees or charges, and lastly in reduction of the capital amount outstanding.

4. **INTEREST**

4.1 Interest on the capital secured in terms of this bond will, be calculated at the rate of CPI from the date the capital was paid to the Mortgagee in terms of the provisions of the Option Agreement until the capital has been repaid and settled in full to the Mortgagee.

4.2 Should –

4.2.1 the Mortgagor fail to pay any amount payable under this bond on the due date thereof, or

4.2.2 the Mortgagee invoke the provisions of clauses 5.3, 6.3 or 7.2;

then the Mortgagor shall pay interest on that amount or on the money so disbursed, from the due date for payment, or in the circumstances contemplated in clause 4.2.2, from the date on which the Mortgagee disburses such money, as the case may be, to the actual date of payment, at the rate payable on the unpaid amount or in terms of clause 4.1, as the case may be.



5. INSURANCE

5.1 The Mortgagor shall, unless otherwise required in writing by the Mortgagee, insure all improvements on the mortgaged property and keep them insured for such minimum amount as the Mortgagee agrees in writing, being the agreed full asset value of the improvements for replacement purposes, for so long as the Mortgagor is indebted to the Mortgagee, against risk of loss or damage from fire, storm and any other risk which the Mortgagee at any time directs in writing, plus SASRIA (SASRIA Limited) extension, and shall cede the relative policy or policies to the Mortgagee as collateral security for the indebtedness of the Mortgagor to the Mortgagee.

5.2 In the event that insurance as aforesaid is arranged by the Mortgagor, the terms and conditions of such policy shall comply with the Mortgagee's credit requirements and will be subject to the Mortgagee's approval in writing and the Mortgagor shall lodge the policy or policies of such insurance with the Mortgagee, together with documentary evidence to the satisfaction of the Mortgagee (where such premiums are not paid by the Mortgagee) that all premiums including renewal premiums have been paid and that the insurer has noted the cession of such policy or policies to the Mortgagee as collateral security for the indebtedness of the Mortgagor to the Mortgagee.

5.3 Should the improvements not be insured or should any insurance not be maintained, the Mortgagee is entitled but not obliged to insure such improvements and/or pay the premiums on behalf of the Mortgagor, and any money so disbursed shall be refunded by the Mortgagor on demand.

5.4 All moneys received under any insurance hereunder will in the sole discretion of the Mortgagee be applied either in partial or full payment of the indebtedness of the Mortgagor hereunder or in the restoration under such conditions as the Mortgagee may lay down, of that which has been damaged or destroyed by any causes covered by such insurance.

6. IMPROVEMENTS

6.1 The Mortgagor shall, until such time as this bond is cancelled, keep all improvements on the mortgaged property in good order and repair.

6.2 The Mortgagee or its duly appointed agents are entitled at all reasonable times, at the cost of the Mortgagor, to enter upon and inspect the mortgaged property for the purpose of ascertaining if the aforesaid condition of keeping all improvements on the mortgaged property in good order and repair is being fully complied with.



6.3 Should the improvements not be kept in good order and repair, the Mortgagee is entitled but not obliged to effect the necessary repairs or to cause any repairs to be done on behalf of the Mortgagor, and the costs of the Mortgagee in repairing the improvements and any money disbursed by the Mortgagee in procuring that the necessary repairs be effected shall be refunded by the Mortgagor on demand.

7. RATES AND TAXES

7.1 The Mortgagor shall promptly pay all rates, taxes, site rentals, licences, service and other charges levied and to be levied at any time in respect of the mortgaged property by any governmental, local or other competent authority or, where applicable, a leasehold grantor, and on demand produce the receipts therefor to the Mortgagee.

7.2 Should any of the aforesaid rates, taxes, site rentals, licences, service and other charges levied and to be levied not be paid on due date, the Mortgagee is entitled but not obliged to pay any amount so levied and any moneys so disbursed shall be refunded by the Mortgagor on demand.

8. TITLE DEEDS AND LETTING OF PROPERTY

8.1 The title deeds of the mortgaged property will be lodged and remain with the Mortgagee until this bond is cancelled and the mortgaged property will not be further burdened in any way without the written consent of, and on the conditions prescribed by, the Mortgagee.

8.2 The mortgaged property or any portion thereof shall not be let for a longer period than a period which falls beyond 31 December 2018 without the written consent of the Mortgagee.

9. CESSION OF RENTALS AND REVENUES

Should the Mortgagee give its consent to the letting of the mortgaged property, the Mortgagor cedes, transfers and assigns to the Mortgagee all the Mortgagor's rights, title and interest in and to all rentals and other revenues of whatsoever nature, which may accrue from the mortgaged property as additional security for the due repayment by the Mortgagor of all amounts owing to or claimable by the Mortgagee at any time in terms of this bond, with the express right in favour of the Mortgagee irrevocably and *in rem suam* –

9.1 to institute proceedings against lessees for the recovery of unpaid rentals, and/or eviction from the mortgaged property;

9.2 to let the mortgaged property or any part thereof, to cancel or renew and enter into leases in such manner as the Mortgagee decides, to evict any trespasser or other person from the mortgaged property;

9.3 to collect on behalf of the Mortgagor any moneys payable in respect of the alienation by the Mortgagor of the mortgaged property or any portion thereof;

provided, however, that the cession, transfer, assignment and authorities and powers specified above shall not be acted upon by the Mortgagee without the consent of the Mortgagor unless the Mortgagor has failed to comply with any term or condition of this bond or any loan or other indebtedness secured thereby, or has otherwise committed a breach thereof. The Mortgagee is further entitled to charge a commission of 5% (five percent) of the gross amount of all rentals and other revenues collected (to the extent not prohibited by the Act) and to recover such commission under this bond.

10. BREACH

10.1 The capital or balance thereof, and all other moneys which may then be claimable or secured under this bond, and in terms of any and all other bonds passed by the Mortgagor in favour of the Mortgagee over the mortgaged property, shall become due and payable forthwith and without the Mortgagor having been specially placed in default, whether the due date thereof shall have arrived or not (and the Mortgagee will be entitled to have the mortgaged property declared executable), in the event of a failure by the Mortgagor to timeously make any payment or perform any obligation in terms of this bond or comply with any demand made by the Mortgagee or in any manner breach any loan or facility granted by the Mortgagee or other obligation owed to the Mortgagee.

10.2 Should the provisions of clause 10.1 become applicable, the Mortgagee is further entitled and is hereby authorised to surrender any policy or policies of insurance which is/are ceded or made payable to the Mortgagee as collateral security and to appropriate the surrender value on account of the amount owing to the Mortgagee or secured under this bond.

11. EXPROPRIATION

In the event that the whole or any portion of the mortgaged property is expropriated under any law or taken under any law, provincial ordinance or by-law for road-widening purposes, or for any other purpose whatsoever by any competent authority, the Mortgagor appoints the Mortgagee irrevocably and *in rem suam* to receive all compensation moneys payable in respect thereof as well as to make all claims and sign all documents in regard thereto. The Mortgagee shall account to the Mortgagor in respect of all amounts received after deduction of all sums owing in terms of or secured by this bond, including legal costs incurred by the Mortgagee in invoking its rights pursuant to this clause.

12. CERTIFICATE OF INDEBTEDNESS

To the extent permitted by the Act, the nature and amount of the Mortgagor's indebtedness to the Mortgagee secured by this bond, as well as the interest rate payable in respect thereof, will at any time be determined and proved by a certificate purporting to have been signed by a Manager or Accountant for the time being of the Mortgagee, whose capacity or authority it will not be necessary to prove (or any other form of evidence contemplated in section 169(3) of the Act), which certificate or other form of evidence, as the case may be, will upon the mere production thereof be binding on the Mortgagor and be *prima facie* proof of the contents of such certificate and of the fact that such amount is due and payable in any legal proceedings against the Mortgagor, and will be valid as a liquid document against the Mortgagor in any competent court.

13. DOMICILIUM

13.1 In the event that the Mortgagee is required or wishes to give legal notice to the Mortgagor for any purpose contemplated in this bond, the Act or in any other law, the Mortgagee must deliver that notice to the Mortgagor at the under-mentioned address of the Mortgagor –

Address: 5 Short Street, Potchefstroom, 2531

or at any address for legal notices chosen by the Mortgagor in any agreement with the Mortgagee relating to the indebtedness of the Mortgagor hereby secured.

13.2 The Mortgagor may change its address for the purposes of this clause by delivering to the Mortgagee a written notice of the new address by hand, registered mail or, where the Act is applicable, by electronic mail, if the Mortgagee has provided an email address.

13.3 Unless otherwise provided by this clause or, where applicable the Act, a notice, order or other document that must be served on the Mortgagor will have been properly served when it has been either delivered to the Mortgagor or sent by registered mail to the Mortgagor's last known address.

14. RIGHT OF LEASEHOLD

In the event that the mortgaged property is a right of leasehold granted in terms of the Black Communities Development Act, 1984, references in this bond to the mortgaged property and buildings or other improvements of whatsoever nature erected or to be erected on the mortgaged property, shall, unless otherwise required by the context, include respectively, the land in respect of which the right of leasehold is granted and all buildings or other improvements erected or to be erected on such land.

15. JURISDICTION

In terms of section 45 of the Magistrate's Court Act, 1944, and at the option of the Mortgagee, any claim arising under this bond may be recovered in any magistrate's court having jurisdiction, and the Mortgagor hereby consents to the jurisdiction of the magistrate's court.

16. GENERAL

16.1 No agreement varying any of the terms or conditions of this bond shall be of any force or effect unless reduced to writing and signed by the Mortgagor and the Mortgagee, and should the Mortgagee so require, such agreement shall be incorporated in a variation agreement prepared by the Mortgagee's conveyancers and registered in the relevant deeds registry at the cost of the Mortgagor.

16.2 To the extent that there is any conflict between the provisions of this bond and the provisions of any agreement with the Mortgagee relating to the indebtedness of the Mortgagor hereby secured, the provisions of such agreement will prevail and apply.

16.3 The Mortgagee has the right at any time and from time to time, without the consent of the Mortgagor, to cede, assign and transfer all or any of its rights, title and interest in

and to this bond, to and in favour of any third party or parties, whether natural, juristic or of any other kind or nature. The aforesaid right includes the right to delegate any obligation in terms of this bond *mutatis mutandis*. To the extent that any cession, assignment, transfer or delegation afore-mentioned constitutes or results in a splitting of claims that requires the consent of the Mortgagor, the Mortgagor hereby consents thereto.

17. COSTS

The Mortgagor shall pay all legal expenses, costs and charges in drawing and completing the power of attorney and this bond and procuring the registration thereof, and the costs of cancellation of this bond, including any powers of attorney and other documents necessary for that purpose, and in general all costs, including costs between attorney and client and collection commission, which may arise out of or in connection with this bond. All legal work necessary shall be performed and all necessary documents in connection with this bond and the cancellation thereof shall be drawn and registration thereof effected by the Mortgagee's conveyancers.

IN WITNESS WHEREOF I, the said Registrar, together with the Appearer *qq* have subscribed to these presents, and have caused my seal of office to be affixed thereto.

THUS DONE AND EXECUTED at the office of the **REGISTRAR OF DEEDS at CAPE TOWN** on 2017 -12- 21

qq

In my presence,

REGISTRAR OF DEEDS

Printed: 2018/06/27 16:15

Deeds Office Property

Lexis® Convey

STELLENBOSCH, 145, 0 (CAPE TOWN)

GENERAL INFORMATION

Date Requested	2018/06/27 16:14
Deeds Office	CAPE TOWN
Information Source	DEEDS OFFICE
Reference	-

PROPERTY INFORMATION

Property Type	ERF
Erf Number	145
Portion Number	0
Township	STELLENBOSCH
Local Authority	STELLENBOSCH MUN
Registration Division	STELLENBOSCH RD
Province	WESTERN CAPE
Diagram Deed	T6105/1932
Extent	937.0000SQM
Previous Description	PTN OF ST RD 641/12-TP772
LPI Code	C06700220000014500000

OWNER INFORMATION

Owner 1 of 1

Company Type	COMPANY
Name	FINE VISIONS INV 58 PTY LTD
Registration Number	200503594007
Title Deed	T73636/2006
Registration Date	2006/09/20
Purchase Price (R)	1,350,000
Purchase Date	2006/02/27
Share	
Microfilm Reference	2007 0997 0487
Multiple Properties	NO
Multiple Owners	NO

ENDORSEMENTS (1)

#	Document	Institution	Amount (R)	Microfilm
1	B34347/2017	BUFFSHELFCO 54 PTY LTD	5,250,000	

HISTORIC DOCUMENTS (7)

#	Document	Owner	Amount (R)	Microfilm
1	B50178/1997	STANDARD BANK	250,000	2007 0032 3274
2	B64214/2007	-	UNKNOWN	2007 0997 0465
3	T20999/1960	SELFORD MOTORS PTY LTD	UNKNOWN	1991 1139 0382
4	T42171/1991	SELFORD HOLDINGS TRADING	403,407	1995 0141 4923
5	T4518/1995	DONALD WALLACE PHILP CHILDRENS	340,000	1999 0656 3145
6	T76679/1997	BISHOPSGATE INV C C	275,000	2007 0032 3254
7	T76679/1997	BISHOPSGATE INV PTY LTD	275,000	2007 0032 3254

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Miller Bosman Le Roux
Odeon Building
66 Beach Road
STRAND
7140

Prepared by me

CONVEYANCER
HILL, G A G

BC 000046599 / 2017
GEKANSELLEER
CANCELLED
REGISTRATEUR/REGISTRAR
2017 -08- 28

VERBIND MORTGAGED
VIR FOR R 2000 000.00

B 000064214 / 2007
9 JUL 2007
REGISTRATEUR/REGISTRAR

FEE
R 200.00

T 000073636 / 2006

DEED OF TRANSFER

DATA / VERIFY
13 OCT 2006
BOSHOFF

BE IT HEREBY MADE KNOWN THAT

LYNNE BOTHA

appeared before me, REGISTRAR OF DEEDS at CAPE TOWN the said appearer being duly authorised thereto by a Power of Attorney granted to him at KNYSNA on the 23rd AUGUST 2006 by

DATA / CAPTURE
04 OCT 2006
COMBRINK A

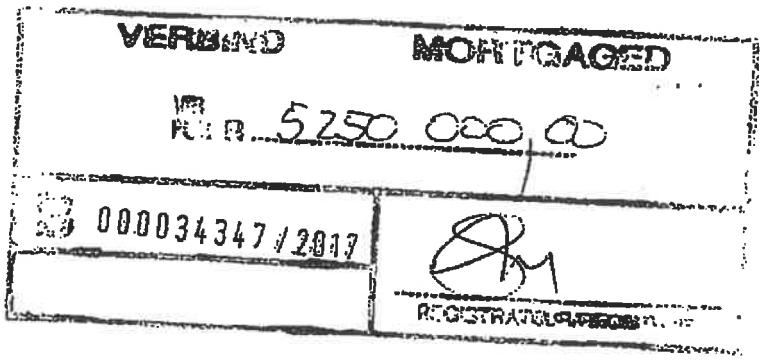
BISHOPSGATE INVESTMENTS (PROPRIETARY) LIMITED
No. 2000/004427/07

which Power, witnessed in accordance with Law was exhibited to me on this day.

VERVOLGDOSSIERNOTE KYK BLADSY 5
FOR ENDORSEMENTS SEE PAGE

GhostConvey 8.2.1.5ab

5



And the appearer declared that his said Principal had truly and legally sold on the 27 February 2006 and that he in his capacity as attorney aforesaid did by these presents, cede and transfer, in full and free property to and on behalf of

FINE VISIONS INVESTMENTS 58 (PROPRIETARY) LIMITED
No. 2005/035940/07

or its Successors in Title or assigns, in full and free property

ERF 145 STELLENBOSCH
Situate in the Stellenbosch Municipality
Division Stellenbosch
Province of the Western Cape;

IN EXTENT 937 (NINE HUNDRED AND THIRTY SEVEN) SQUARE METRES

FIRST TRANSFERRED by Deed of Transfer No. T 6105/1932 with Diagram No. 2379/32 relating thereto and held by Deed of Transfer T76679/1997

A. **SUBJECT** to the conditions referred to in Deed of Transfer No. T42171/1991.

B. **SUBJECT FURTHER** to the special conditions contained in Deed of Transfer No. T6105/1932, imposed by HENDRIK JOHANNES LOUW DU TOIT, as owner of the remainder of the land registered in his name under Certificate of Registered Title No. T5749/1932 and No T7946/1931, and the Deed of Transfer No. T149/1888, dated 15 October 1888, which conditions were imposed for his benefit as owner of the land held by him under the said land, who shall always have the right of redress for any breach of any of the said conditions, namely:-

(a) that the abovementioned erf shall not be entitled to use of any water from the "Kromme Rivier" for domestic or any other purposes – HENDRIK JOHANNES LOUW DU TOIT as owner of the land still registered in his name on the 23rd August 1932, under Certificate of Registered Title No. 7946/1931, and Deed of Transfer No. T.149/1888 and Certificate of Registered Title No. 5749/1932, reserved by himself and his followers in title, all his then existing rights as riparian owner.

(b) No Bottle Store, Canteen or other place where strong drink may be obtained shall be erected on the aforesaid land, neither shall any Hotel, Butchery, General Dealer of any business of that nature be carried on or conducted thereon.

C. **SUBJECT FURTHER** to the conditions (a) (b) (c) (d) whereunder the Administrator consented to the establishment of aforementioned Townships in terms of Section 15 of Ordinance 13/1927, as contained in Deed of Transfer No. T6105/1932, namely:

(a) The erf must be used solely for residential purposes, no shop or hotel or any commercial or industrial undertaking or any nature shall be conducted thereon.

(b) That the erf shll not be subdivided.

(c) That no more than one residence, with the necessary outbuildings and attachments, shall be constructed on the said erf and no more than one half of the surface area thereof may be built on.

(d) That no building shall be erected within a distance of 18 feet from any boundary of the said erf.

D **SUBJECT FURTHER** to the condition No 3 imposed by the Municipality of Stellenbosch as will appear from the annexure to the aforementioned consent by the Administrator and contained in Deed of Transfer No. T6105/1932, to the effect:

3. that the owner of each erf and the future owners thereof, shall be obliged to permit the leading of sewerage pipes and drainage from any other erf or erven over his erf if it is considered necessary by the Municipality, in such manner and in such place as may from time to time be reasonably required by the Municipality.

WHEREFORE the said Appearer, renouncing all right and title which the said

BISHOPSGATE INVESTMENTS (PROPRIETARY) LIMITED
No. 2000/004427/07

heretofore had to the premises, did in consequence also acknowledge it to be entirely dispossessed of, and disentitled to the same, and that by virtue of these presents, the said

FINE VISIONS INVESTMENTS 58 (PROPRIETARY) LIMITED
No. 2005/035940/07

or its Successors in Title or assigns, now is and henceforth shall be entitled thereto, conformably to local custom, the State, however reserving its rights, and finally acknowledging the said TRANSFEROR to have been satisfactorily paid the whole of the purchase money amounting to the sum of R1 350 000,00 (ONE MILLION THREE HUNDRED AND FIFTY THOUSAND RAND).

IN WITNESS WHEREOF, I the said Registrar, together with the Appearer, have subscribed to these presents, and have caused the Seal of Office to be affixed thereto.

THUS DONE and EXECUTED at the Office of the Registrar of Deeds at Cape Town on 20 September 2006

q.q.

In my presence

REGISTRAR OF DEEDS

GhostConvey 8.2.1.5ab

Pieler Schoeman Attorneys
5 Short Street
Potchefstroom
2531

Prepared by me

CONVEYANCER
GIDEON ANDRIES VAN DER WESTHUIZEN

Fee endorsement	Amount	
Purchase price/Value	R	R
Mortgage capital Amount	R 5 250 000,00	1765,00
Reasons for exemption		

Covering Mortgage Bond

B 000034347/2017

In favour of

BUFFSHELFCO 54 PROPRIETARY LIMITED
(Registration Number 2017/234752/07)

DATA / VERIFY
10 JAN 2018
MARLYN BARLOW

BE IT HEREBY MADE KNOWN

THAT JACOBUS PETRUS VAN ZYL

a duly admitted conveyancer ('the Appearer') appeared before me, REGISTRAR OF DEEDS at CAPE TOWN, he, the said Appearer, being duly authorised thereto by a power of attorney granted to him by -

FINE VISIONS INVESTMENTS 58 (PROPRIETARY) LIMITED
Registration Number: 2005/035940/07
('the Mortgagor')

DATA / CAPTURE
08 JAN 2018

signed at **STELLENBOSCH** on the 31st day of **OCTOBER 2017**, which said power of attorney, witnessed in accordance with law, was this day exhibited to me.

AND THE APPEARER DECLARED the Mortgagor to be indebted to the hereinafter-mentioned Mortgagee, whether such indebtedness be a direct or indirect liability or obligation incurred by the Mortgagor individually or jointly with others, and whether such indebtedness or obligation arises from moneys lent and advanced, drafts or bills of exchange or by reason of any suretyship, guarantee or indemnity or other document or agreement signed by the Mortgagor in favour of the Mortgagee, or given by the Mortgagee for and on behalf of the Mortgagor, and any payment made by the Mortgagee pursuant to this bond, including future debts generally, from whatsoever cause arising, up to but not exceeding the sum of –

R5 250 000.00 (FIVE MILLION TWO HUNDRED AND FIFTY THOUSAND RAND)

together with interest thereon, and the additional sum as referred to hereunder, upon the further conditions hereinafter set forth.

AND THE APPEARER FURTHER DECLARED the Mortgagor to be truly and lawfully indebted and held and firmly bound to and in favour of –

BUFFSHELFCO 54 PROPRIETARY LIMITED
(Registration Number 2017/234752/07)

its order, successors in title and assigns ('the Mortgagee'), in the sum of -

R5 250 000.00 (FIVE MILLION TWO HUNDRED AND FIFTY THOUSAND RAND)
('the capital') arising from a consideration set out in the recital.

AND THE APPEARER, on behalf of the Mortgagor, renounced (to the extent not prohibited by the National Credit Act, 2005 ('the Act')) the legal exceptions *non numeratae pecuniae*, *non causa debiti*, *errore calculi*, revision of accounts and no value received, and the benefit of *excussionis et divisionis* and, where applicable, the benefit of *de duobus vel pluribus reis debendi*, with the force and effect of which the Appearer declared the Mortgagor to be fully acquainted, and all other exceptions which could or might be taken to the Mortgagee's claim for payment of all or any of the amounts or obligations secured hereunder, and hereby promised and undertook to pay to the Mortgagee the capital owing together with interest thereon calculated as hereinafter set forth and all other amounts secured hereunder.

AND AS SECURITY for the payment of –

(i) the capital;
(ii) all interest claimable from the Mortgagor; and
(iii) the costs of preserving and realising the mortgaged property, fire insurance premiums and cost of notice;

and also for the discharge of all relevant obligations together with such other costs, charges, expenses and future debts generally, which may be claimable from the Mortgagor under this bond, and which other costs, charges, expenses and future debts generally, are secured up to an amount not exceeding the capital and the sum of –

R1 050 000.00 (ONE MILLION AND FIFTY THOUSAND RAND)
('the additional sum')

THE APPEARER *qq* hereby declared to bind specially as a **FIRST** mortgage :-

ERF 145 STELLENBOSCH,
IN THE MUNICIPALITY AND DIVISION OF STELLENBOSCH
PROVINCE OF THE WESTERN CAPE
IN EXTENT 937 (NINE HUNDRED AND THIRTY-SEVEN) square meters
Held by Deed of Transfer: T73636/2006
SUBJECT TO THE CONDITIONS THEREIN CONTAINED.

('the mortgaged property')

AND THE APPEARER DECLARED to bind the Mortgagor to the following terms and conditions, namely –

1. **INTERPRETATION**

In this mortgage bond, unless the context indicates a contrary intention, words and expressions bear the meanings assigned to them and cognate expressions bear corresponding meanings –

1.1 "CPI" means the consumer price index (stipulated as a percentage) for all urban areas as published by Statistics South Africa (which, from January 2009, replaced CPI for Historical Metropolitan and Other Urban Areas and CPIX published by Statistics South Africa) as applicable on the Exercise Date, provided that in the event of the publication being discontinued, or of any change in the basis of computation of that index, an index prepared or recommended by an auditor appointed by the Chairman of the South Africa Institute of Chartered Accountants shall be adopted in the place of the CPI;

1.2 "Exercise Date" means the date the Mortgagee exercises the option granted to it in terms of the provisions of the Option Agreement;

1.3 "Option Agreement" means the option agreement entered into between the Mortgagor and the Mortgagee on the 2nd day of November 2017, in terms of which the Mortgagor granted an option to the Mortgagee to purchase the mortgaged property;

1.4 "Prime rate" means the publicly quoted basic rate of interest, compounded monthly in arrears and calculated on a 365 (Three Hundred and Sixty-Five) day year irrespective of whether or not the year is a leap year, from time to time published by the Morgagee's bank as being its prime overdraft rate, as certified by any representative of that bank whose appointment and designation it will not be necessary to prove;

1.5 "Sale Agreement" means the sale agreement signed by the Mortgagor for purposes of the option granted to the Mortgagee as contemplated in clause 1.3, and annexed to the Option Agreement, marked Annexure "A";

2. CONTINUING COVERING SECURITY

This bond is a continuing covering security for all and any sum or sums of money which may now or in the future be owing to or claimable by the Mortgagee from any cause afore-mentioned and any other cause of whatsoever nature, as well as for the due and faithful performance by the Mortgagor of the terms and conditions of the Option Agreement and/or the Sale Agreement and remains of full force and effect until cancelled in the deeds registry notwithstanding any fluctuation in, or temporary extinction of, the Mortgagor's indebtedness and/or performance to the Mortgagee, from time to time.

3. **PLACE OF PAYMENT**

3.1 All payments in terms of this bond will be made in South African currency, without set off or deduction of any kind and free of exchange, bank costs and other charges at the office of the Mortgagee at –

Address: Chris Boulle Incorporated, Ground Floor, Building 13, The Woodlands, Woodlands Drive, Woodmead, Sandton;
or wherever else the Mortgagee may at any time in writing direct.

3.2 Notwithstanding any allocation by the Mortgagor of any payment made to the Mortgagee in terms of this bond, each payment made by the Mortgagor will be allocated firstly to any indebtedness of the Mortgagor other than capital and interest (subject, however, to the provisions of the Act, where applicable), secondly to any due or unpaid interest, thirdly to any due or unpaid fees or charges, and lastly in reduction of the capital amount outstanding.

4. **INTEREST**

4.1 Interest on the capital secured in terms of this bond will, be calculated at the rate of CPI from the date the capital was paid to the Mortgagee in terms of the provisions of the Option Agreement until the capital has been repaid and settled in full to the Mortgagee.

4.2 Should –

4.2.1 the Mortgagor fail to pay any amount payable under this bond on the due date thereof, or

4.2.2 the Mortgagee invoke the provisions of clauses 5.3, 6.3 or 7.2;

then the Mortgagor shall pay interest on that amount or on the money so disbursed, from the due date for payment, or in the circumstances contemplated in clause 4.2.2, from the date on which the Mortgagee disburses such money, as the case may be, to the actual date of payment, at the rate payable on the unpaid amount or in terms of clause 4.1, as the case may be.

5. INSURANCE

5.1 The Mortgagor shall, unless otherwise required in writing by the Mortgagee, insure all improvements on the mortgaged property and keep them insured for such minimum amount as the Mortgagee agrees in writing, being the agreed full asset value of the improvements for replacement purposes, for so long as the Mortgagor is indebted to the Mortgagee, against risk of loss or damage from fire, storm and any other risk which the Mortgagee at any time directs in writing, plus SASRIA (SASRIA Limited) extension, and shall cede the relative policy or policies to the Mortgagee as collateral security for the indebtedness of the Mortgagor to the Mortgagee.

5.2 In the event that insurance as aforesaid is arranged by the Mortgagor, the terms and conditions of such policy shall comply with the Mortgagee's credit requirements and will be subject to the Mortgagee's approval in writing and the Mortgagor shall lodge the policy or policies of such insurance with the Mortgagee, together with documentary evidence to the satisfaction of the Mortgagee (where such premiums are not paid by the Mortgagee) that all premiums including renewal premiums have been paid and that the insurer has noted the cession of such policy or policies to the Mortgagee as collateral security for the indebtedness of the Mortgagor to the Mortgagee.

5.3 Should the improvements not be insured or should any insurance not be maintained, the Mortgagee is entitled but not obliged to insure such improvements and/or pay the premiums on behalf of the Mortgagor, and any money so disbursed shall be refunded by the Mortgagor on demand.

5.4 All moneys received under any insurance hereunder will in the sole discretion of the Mortgagee be applied either in partial or full payment of the indebtedness of the Mortgagor hereunder or in the restoration under such conditions as the Mortgagee may lay down, of that which has been damaged or destroyed by any causes covered by such insurance.

6. IMPROVEMENTS

6.1 The Mortgagor shall, until such time as this bond is cancelled, keep all improvements on the mortgaged property in good order and repair.

6.2 The Mortgagee or its duly appointed agents are entitled at all reasonable times, at the cost of the Mortgagor, to enter upon and inspect the mortgaged property for the purpose of ascertaining if the aforesaid condition of keeping all improvements on the mortgaged property in good order and repair is being fully complied with.



6.3 Should the improvements not be kept in good order and repair, the Mortgagee is entitled but not obliged to effect the necessary repairs or to cause any repairs to be done on behalf of the Mortgagor, and the costs of the Mortgagee in repairing the improvements and any money disbursed by the Mortgagee in procuring that the necessary repairs be effected shall be refunded by the Mortgagor on demand.

7. RATES AND TAXES

7.1 The Mortgagor shall promptly pay all rates, taxes, site rentals, licences, service and other charges levied and to be levied at any time in respect of the mortgaged property by any governmental, local or other competent authority or, where applicable, a leasehold grantor, and on demand produce the receipts therefor to the Mortgagee.

7.2 Should any of the aforesaid rates, taxes, site rentals, licences, service and other charges levied and to be levied not be paid on due date, the Mortgagee is entitled but not obliged to pay any amount so levied and any moneys so disbursed shall be refunded by the Mortgagor on demand.

8. TITLE DEEDS AND LETTING OF PROPERTY

8.1 The title deeds of the mortgaged property will be lodged and remain with the Mortgagee until this bond is cancelled and the mortgaged property will not be further burdened in any way without the written consent of, and on the conditions prescribed by, the Mortgagee.

8.2 The mortgaged property or any portion thereof shall not be let for a longer period than a period which falls beyond 31 December 2018 without the written consent of the Mortgagee.

9. CESSION OF RENTALS AND REVENUES

Should the Mortgagee give its consent to the letting of the mortgaged property, the Mortgagor cedes, transfers and assigns to the Mortgagee all the Mortgagor's rights, title and interest in and to all rentals and other revenues of whatsoever nature, which may accrue from the mortgaged property as additional security for the due repayment by the Mortgagor of all amounts owing to or claimable by the Mortgagee at any time in terms of this bond, with the express right in favour of the Mortgagee irrevocably and *in rem suam* –

9.1 to institute proceedings against lessees for the recovery of unpaid rentals, and/or eviction from the mortgaged property;

9.2 to let the mortgaged property or any part thereof, to cancel or renew and enter into leases in such manner as the Mortgagee decides, to evict any trespasser or other person from the mortgaged property;

9.3 to collect on behalf of the Mortgagor any moneys payable in respect of the alienation by the Mortgagor of the mortgaged property or any portion thereof;

provided, however, that the cession, transfer, assignment and authorities and powers specified above shall not be acted upon by the Mortgagee without the consent of the Mortgagor unless the Mortgagor has failed to comply with any term or condition of this bond or any loan or other indebtedness secured thereby, or has otherwise committed a breach thereof. The Mortgagee is further entitled to charge a commission of 5% (five percent) of the gross amount of all rentals and other revenues collected (to the extent not prohibited by the Act) and to recover such commission under this bond.

10. BREACH

10.1 The capital or balance thereof, and all other moneys which may then be claimable or secured under this bond, and in terms of any and all other bonds passed by the Mortgagor in favour of the Mortgagee over the mortgaged property, shall become due and payable forthwith and without the Mortgagor having been specially placed in default, whether the due date thereof shall have arrived or not (and the Mortgagee will be entitled to have the mortgaged property declared executable), in the event of a failure by the Mortgagor to timeously make any payment or perform any obligation in terms of this bond or comply with any demand made by the Mortgagee or in any manner breach any loan or facility granted by the Mortgagee or other obligation owed to the Mortgagee.

10.2 Should the provisions of clause 10.1 become applicable, the Mortgagee is further entitled and is hereby authorised to surrender any policy or policies of insurance which is/are ceded or made payable to the Mortgagee as collateral security and to appropriate the surrender value on account of the amount owing to the Mortgagee or secured under this bond.

11. EXPROPRIATION

In the event that the whole or any portion of the mortgaged property is expropriated under any law or taken under any law, provincial ordinance or by-law for road-widening purposes, or for any other purpose whatsoever by any competent authority, the Mortgagor appoints the Mortgagee irrevocably and *in rem suam* to receive all compensation moneys payable in respect thereof as well as to make all claims and sign all documents in regard thereto. The Mortgagee shall account to the Mortgagor in respect of all amounts received after deduction of all sums owing in terms of or secured by this bond, including legal costs incurred by the Mortgagee in invoking its rights pursuant to this clause.

12. CERTIFICATE OF INDEBTEDNESS

To the extent permitted by the Act, the nature and amount of the Mortgagor's indebtedness to the Mortgagee secured by this bond, as well as the interest rate payable in respect thereof, will at any time be determined and proved by a certificate purporting to have been signed by a Manager or Accountant for the time being of the Mortgagee, whose capacity or authority it will not be necessary to prove (or any other form of evidence contemplated in section 169(3) of the Act), which certificate or other form of evidence, as the case may be, will upon the mere production thereof be binding on the Mortgagor and be *prima facie* proof of the contents of such certificate and of the fact that such amount is due and payable in any legal proceedings against the Mortgagor, and will be valid as a liquid document against the Mortgagor in any competent court.

13. DOMICILIUM

13.1 In the event that the Mortgagee is required or wishes to give legal notice to the Mortgagor for any purpose contemplated in this bond, the Act or in any other law, the Mortgagee must deliver that notice to the Mortgagor at the under-mentioned address of the Mortgagor –

Address: 5 Short Street, Potchefstroom, 2531

or at any address for legal notices chosen by the Mortgagor in any agreement with the Mortgagee relating to the indebtedness of the Mortgagor hereby secured.

13.2 The Mortgagor may change its address for the purposes of this clause by delivering to the Mortgagee a written notice of the new address by hand, registered mail or, where the Act is applicable, by electronic mail, if the Mortgagee has provided an email address.

13.3 Unless otherwise provided by this clause or, where applicable the Act, a notice, order or other document that must be served on the Mortgagor will have been properly served when it has been either delivered to the Mortgagor or sent by registered mail to the Mortgagor's last known address.

14. RIGHT OF LEASEHOLD

In the event that the mortgaged property is a right of leasehold granted in terms of the Black Communities Development Act, 1984, references in this bond to the mortgaged property and buildings or other improvements of whatsoever nature erected or to be erected on the mortgaged property, shall, unless otherwise required by the context, include respectively, the land in respect of which the right of leasehold is granted and all buildings or other improvements erected or to be erected on such land.

15. JURISDICTION

In terms of section 45 of the Magistrate's Court Act, 1944, and at the option of the Mortgagee, any claim arising under this bond may be recovered in any magistrate's court having jurisdiction; and the Mortgagor hereby consents to the jurisdiction of the magistrate's court.

16. GENERAL

16.1 No agreement varying any of the terms or conditions of this bond shall be of any force or effect unless reduced to writing and signed by the Mortgagor and the Mortgagee, and should the Mortgagee so require, such agreement shall be incorporated in a variation agreement prepared by the Mortgagee's conveyancers and registered in the relevant deeds registry at the cost of the Mortgagor.

16.2 To the extent that there is any conflict between the provisions of this bond and the provisions of any agreement with the Mortgagee relating to the indebtedness of the Mortgagor hereby secured, the provisions of such agreement will prevail and apply.

16.3 The Mortgagee has the right at any time and from time to time, without the consent of the Mortgagor, to cede, assign and transfer all or any of its rights, title and interest in

and to this bond, to and in favour of any third party or parties, whether natural, juristic or of any other kind or nature. The aforesaid right includes the right to delegate any obligation in terms of this bond *mutatis mutandis*. To the extent that any cession, assignment, transfer or delegation afore-mentioned constitutes or results in a splitting of claims that requires the consent of the Mortgagor, the Mortgagor hereby consents thereto.

17. **COSTS**

The Mortgagor shall pay all legal expenses, costs and charges in drawing and completing the power of attorney and this bond and procuring the registration thereof, and the costs of cancellation of this bond, including any powers of attorney and other documents necessary for that purpose, and in general all costs, including costs between attorney and client and collection commission, which may arise out of or in connection with this bond. All legal work necessary shall be performed and all necessary documents in connection with this bond and the cancellation thereof shall be drawn and registration thereof effected by the Mortgagee's conveyancers.

IN WITNESS WHEREOF I, the said Registrar, together with the Appearer *qq* have subscribed to these presents, and have caused my seal of office to be affixed thereto.

THUS DONE AND EXECUTED at the office of the **REGISTRAR OF DEEDS at CAPE TOWN**
on 2017 -12- 19

qq

In my presence,

REGISTRAR OF DEEDS

Printed: 2018/06/27 16:26

Deeds Office Property

Lexis® Convey

STELLENBOSCH, 166, 0 (CAPE TOWN)

GENERAL INFORMATION

Date Requested	2018/06/27 16:26
Deeds Office	CAPE TOWN
Information Source	DEEDS OFFICE
Reference	-

PROPERTY INFORMATION

Property Type	ERF
Erf Number	166
Portion Number	0
Township	STELLENBOSCH
Local Authority	STELLENBOSCH MUN
Registration Division	STELLENBOSCH RD
Province	WESTERN CAPE
Diagram Deed	T8205/1933
Extent	1115.0000SQM
Previous Description	PTN OF ST RD 641/12-TP772
LPI Code	C06700220000016600000

OWNER INFORMATION

Owner 1 of 1

Company Type	CLOSE CORPORATION
Name	BLOUBERG TRUST EIENDOMME C C
Registration Number	198902673723
Title Deed	T4031/1990
Registration Date	1990/01/24
Purchase Price (R)	150,000
Purchase Date	1989/07/21
Share	
Microfilm Reference	1990 0684 2042
Multiple Properties	NO
Multiple Owners	NO

ENDORSEMENTS (2)

#	Document	Institution	Amount (R)	Microfilm
1	B33530/2017	BUFFSHELFCO 54 PTY LTD	2,000,000	
2	VA4307/2009	BLOUBERG TRUST EIENDOMME C C	UNKNOWN	

HISTORIC DOCUMENTS (4)

#	Document	Owner	Amount (R)	Microfilm
1	B24393/1990	INVESTEC BANK LTD	250,000	1990 0684 2047
2	B18431/2009	-	UNKNOWN	
3	T16818/1976	WESTHUIZEN JAN ABRAHAM VAN DER	UNKNOWN	
4	T3638/1985	WHALEY MARIANNE B-E	155,000	1990 0199 0191

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92 BERNADT VUKIC & POTASH
PH. 214950

Opgestel deur my,

TRANSPORTBESORGER.

SIEBRITS D J
Van en Voorletters.

Reg 68(11)

BO 069495/2017
GEKANSELLEER
CANCELLED
REGISTRATEUR/REGISTRAR
12 DEC 2017

24393 · 90

VEREIND
MORTGAGED 1990 -05- 03
vir
for R. 250000,00
vir 'n verdere [illegible]
for an additional [illegible]
R. 50.000,00

T 4031 · 90

Transportakte

Hierby word bekendgemaak:

DAT DANIEL JACOBUS SIEBRITS
voor my, Registrateur van Aktes
verskyn het te KAAPSTAD
hy, die genoemde komparant synde behoorlik daartoe gemagtig deur 'n volmag aan hom verleen deur

DIE TRUSTEE IN DIE BOEDEL VAN
WYLE MARIANNE WHALEY
BOEDEL NOMMER 5301/71

gedateer die 21 ste dag van September 1989 , en geteken
te BELLVILLE

En/...

En genoemde Komparant het verklaar dat die eiendom werklik wettiglik verkoop is op 21 Julie 1989.

en dat hy in sy voornoemde hoedanigheid hierby in volkome en vrye eiendom sedeer en transporteer aan en ten gunste van

BLOUBERG TRUST PROPERTIES CC
NO. CK 89/26737/23
- BLANKE GROEP -

Hul Erfgename, Eksekuteurs, Administrateurs of Gemagtigdes

ERF 166 STELLENBOSCH, geleë in die Munisipaliteit van Stellenbosch, Afdeling van Stellenbosch

GROOT: 1 115 (Eenduisend Eenhonderd en Vyftien) Vierkante Meter

WHITE GROUP
BLANKE GROEP

EERSTE OORGEDRA kragtens Akte van Transport No. T 8205/1933 met kaart No. 3116/1933 wat daarop betrekking het en gehou kragtens Akte van Transport No. T 3638/1985.

A. ONDERHEWIG aan die voorwaardes waarna verwys word in Akte van Transport No. T 20252/1972.

B. ONDERHEWIG VERDER aan die volgende spesiale voorwaardes soos vervat in Akte van Transport No. T 8205/1933 soos opgelê deur C G R du Toit as eienaar van die restant van die eiendom gehou kragtens Akte van Transport No. T 7492/1932 tot die voordeel van homself as eienaar van die eiendom gehou kragtens Akte van Transport No. T 7492/1932 en enige toekomstige eienaar daarvan, of gedeeltes daarvan, wat te alle tye skadeloos gestel sal wees van enige oortreding van enige van die voorwaardes hierin vervat:-

(1) That/3/..

(1) That the above lot shall not be entitled to the use of any water out of the Kromme River for domestic or any other purposes - the Transferor reserving to himself, as owner of the land remaining registered in his name on the 11th day of November 1933, under the aforesaid Deed of Transfer No. 7492/32 dated the 10th December 1932, and his successors in title all his hitherto existing rights to such water as a riparian owner.

(2) No canteen, hotel, butcher, general or other business of a like nature be erected, carried on or coducted thereon.

C. VERDER ONDERHEWIG aan die volgende voorwaardes, genommer (b), (c), (d) en (f) soos vervat in gemelde Akte van Transport No. T 8205/1933, opgelê deur die Administrateur by die goedkeuring van die stigting van KROMMERIVIER DORPSUITBREIDING kragtens Artikel 13 van Ordonnansie 13 van 1927, naamlik:-

(b) That the lots be used for residential purposes only

(c) That the lots be not subdivided without the approval of the Administrator

(d) That nor more than one dwelling be erected on any lot, and that nor more than one-third of the area of any one lot be built upon

(e) That all buildings to be erected on this

property shall stand back not less than 3,15 metres from the line of any street or avenue on which the lot may abut. Such spaces may be used as gardens, but shall not be built upon.

Weshalwe die Komparant afstand doen van al die regte en titel wat die transportgewer BOEDEL

voorheen op genoemde eiendom gehad het en gevolglik ook erken dat die boedel geheel en al van die besit daarvan ontlief en nie meer daartoe geregtig is nie en dat, kragtens hierdie akte, bogenoemde transportnemer

Hul Erfgename, Eksekuteurs, Administrateurs of Regverkrygendes tans en voortaan daartoe geregtig is, ooreenkomstig plaaslike gebruik, behoudens die regte van die Staat en ten slotte erken hy dat die volle koopsom ten bedrae van R150 000,00 ten volle betaal en verseker is.

Ten bewyse waarvan ek, genoemde Registrateur van Aktes tesame met die Komparant hierdie Akte onderteken en dit met die ampseël bekragtig het.

Aldus gedoen en verly op die kantoor van die Registrateur van Aktes

te KAAPSTAD

op hede hierdie 24e dag van Januarie in die jaar van Onse Heer Eenduisend Negehonderd en Negentig (1990)

In my teenwoordigheid,

Registrateur van Aktes.

q.q.

1. Hereregte Kwitansie Nr. .....
OF Vrystelling Sertifikaat*. Uitgereik
te .....
op ..... vir
R.....

2. Belasting Uitklaring Sertifikaat uitgereik deur
(i) .....
geldig tot .....
(ii) .....
geldig tot .....

Nagesien: 1. .....

2.

*Skrap wat nie van toepassing is nie.

VA 004307/09

Certified a true copy of the duplicate original filed of record in this Registry, issued to serve in place of the original thereof under the provisions of Deeds Regulation No. 68(1)

Deeds Registry
Cape Town
- 9 JUN 2009

Asst. Registrar of Deeds

The Transferee is name.

AMENDED IN TERMS OF SECTION 4 ... OF ACT 47 OF 1937 TO READ

Blauberg Trust Eiendomme CC.
No: CK 1989/026737/23.

029480/09

09 JUL 2009

REGISTRATEUR/REGISTRAR

BC 000069496/2017

GEKANSELLEER
CANCELLED

REGISTRATEUR/REGISTRAR

12 DEC 2017

VERBIND MORTGAGED

VIR
FOR R 450 000,00

B 0018431/2009

09 JUL 2009

REGISTRATEUR/REGISTRAR

(3)

VERBIND MORTGAGED

VIR
FOR R 2 000 000,00

B 000033530/2017

12 DEC 2017

REGISTRATEUR/REGISTRAR

9.

Pieter Schoeman Attorneys
5 Short Street
Potchefstroom
2531

Fee endorsement	Amount	Office fee
Purchase price/Value	R	R
Mortgage capital amount	R 2 000 000,00	R 1050,00
Reason for exemption	Cat	Exempt i.t.o s Act

Prepared by me

CONVEYANCER
GIDEON ANDRIES VAN DER WESTHUIZEN

B 000033530/2017

Covering Mortgage Bond

In favour of

BUFFSHELFCO 54 PROPRIETARY LIMITED
(Registration Number 2017/234752/07)

BE IT HEREBY MADE KNOWN

THAT JACOBUS PETRUS VAN ZYL

a duly admitted conveyancer ('the Appearer') appeared before me, REGISTRAR OF DEEDS at CAPE TOWN, he, the said Appearer, being duly authorised thereto by a power of attorney granted to him by -

BLOUBERG TRUST EIENDOMME CC
Registration Number: 1989/026737/23
('the Mortgagor')

DATA / VERIFY
03 JAN 2018
MARLYN BARLOW

DATA / CAPTURE
18 DEC 2017
PHUMELELA MNAMATA

signed at **STELLENBOSCH** on the 2nd day of November **2017**, which said power of attorney, witnessed in accordance with law, was this day exhibited to me.

AND THE APPEARER DECLARED the Mortgagor to be indebted to the hereinafter-mentioned Mortgagee, whether such indebtedness be a direct or indirect liability or obligation incurred by the Mortgagor individually or jointly with others, and whether such indebtedness or obligation arises from moneys lent and advanced, drafts or bills of exchange or by reason of any suretyship, guarantee or indemnity or other document or agreement signed by the Mortgagor in favour of the Mortgagee, or given by the Mortgagee for and on behalf of the Mortgagor, and any payment made by the Mortgagee pursuant to this bond, including future debts generally, from whatsoever cause arising, up to but not exceeding the sum of –

R2 000 000.00 (TWO MILLION RAND)

together with interest thereon, and the additional sum as referred to hereunder, upon the further conditions hereinafter set forth.

AND THE APPEARER FURTHER DECLARED the Mortgagor to be truly and lawfully indebted and held and firmly bound to and in favour of –

BUFFSHELFCO 54 PROPRIETARY LIMITED
(Registration Number 2017/234752/07)

its order, successors in title and assigns ('the Mortgagee'), in the sum of -

R2 000 000.00 (TWO MILLION RAND)
('**the capital**') arising from a consideration set out in the recital.

AND THE APPEARER, on behalf of the Mortgagor, renounced (to the extent not prohibited by the National Credit Act, 2005 ('the Act')) the legal exceptions *non numeratae pecuniae*, *non causa debiti*, *errore calculi*, revision of accounts and no value received, and the benefit of *excussionis et divisionis* and, where applicable, the benefit of *de duobus vel pluribus reis debendi*, with the force and effect of which the Appearer declared the Mortgagor to be fully acquainted, and all other exceptions which could or might be taken to the Mortgagee's claim for payment of all or any of the amounts or obligations secured hereunder, and hereby promised and undertook to pay to the Mortgagee the capital owing together with interest thereon calculated as hereinafter set forth and all other amounts secured hereunder.

AND AS SECURITY for the payment of –

(i) the capital;
(ii) all interest claimable from the Mortgagor; and
(iii) the costs of preserving and realising the mortgaged property, fire insurance premiums and cost of notice;

and also for the discharge of all relevant obligations together with such other costs, charges, expenses and future debts generally, which may be claimable from the Mortgagor under this bond, and which other costs, charges, expenses and future debts generally, are secured up to an amount not exceeding the capital and the sum of –

R400 000.00 (FOUR HUNDRED THOUSAND RAND)
('the additional sum')

THE APPEARER *qq* hereby declared to bind specially as a FIRST mortgage :-

ERF 166 STELLENBOSCH,
IN THE MUNICIPALITY AND DIVISION OF STELLENBOSCH
PROVINCE OF THE WESTERN CAPE

IN EXTENT 1115 (ONE THOUSAND ONE HUNDRED AND FIFTEEN) square meters

Held by Deed of Transfer: T4031/1990
SUBJECT TO THE CONDITIONS THEREIN CONTAINED.

('the mortgaged property')

AND THE APPEARER DECLARED to bind the Mortgagor to the following terms and conditions, namely –

1. **INTERPRETATION**

In this mortgage bond, unless the context indicates a contrary intention, words and expressions bear the meanings assigned to them and cognate expressions bear corresponding meanings –

1.1 "**CPI**" means the consumer price index (stipulated as a percentage) for all urban areas as published by Statistics South Africa (which, from January 2009, replaced CPI for Historical Metropolitan and Other Urban Areas and CPIX published by Statistics South Africa) as applicable on the Exercise Date, provided that in the event of the publication being discontinued, or of any change in the basis of computation of that index, an index prepared or recommended by an auditor appointed by the Chairman of the South Africa Institute of Chartered Accountants shall be adopted in the place of the CPI;

1.2 "**Exercise Date**" means the date the Mortgagee exercises the option granted to it in terms of the provisions of the Option Agreement;

1.3 "**Option Agreement**" means the option agreement entered into between the Mortgagor and the Mortgagee on the 2nd day of November 2017, in terms of which the Mortgagor granted an option to the Mortgagee to purchase the mortgaged property;

1.4 "**Prime rate**" means the publicly quoted basic rate of interest, compounded monthly in arrears and calculated on a 365 (Three Hundred and Sixty-Five) day year irrespective of whether or not the year is a leap year, from time to time published by the Morgagee's bank as being its prime overdraft rate, as certified by any representative of that bank whose appointment and designation it will not be necessary to prove;

1.5 "**Sale Agreement**" means the sale agreement signed by the Mortgagor for purposes of the option granted to the Mortgagee as contemplated in clause 1.3, and annexed to the Option Agreement, marked Annexure "A";

2. CONTINUING COVERING SECURITY

This bond is a continuing covering security for all and any sum or sums of money which may now or in the future be owing to or claimable by the Mortgagee from any cause afore-mentioned and any other cause of whatsoever nature, as well as for the due and faithful performance by the Mortgagor of the terms and conditions of the Option Agreement and/or the Sale Agreement and remains of full force and effect until cancelled in the deeds registry notwithstanding any fluctuation in, or temporary extinction of, the Mortgagor's indebtedness and/or performance to the Mortgagee, from time to time.

9

3. PLACE OF PAYMENT

3.1 All payments in terms of this bond will be made in South African currency, without set off or deduction of any kind and free of exchange, bank costs and other charges at the office of the Mortgagee at –

Address: Chris Boulle Incorporated, Ground Floor, Building 13, The Woodlands, Woodlands Drive, Woodmead, Sandton;
or wherever else the Mortgagee may at any time in writing direct.

3.2 Notwithstanding any allocation by the Mortgagor of any payment made to the Mortgagee in terms of this bond, each payment made by the Mortgagor will be allocated firstly to any indebtedness of the Mortgagor other than capital and interest (subject, however, to the provisions of the Act, where applicable), secondly to any due or unpaid interest, thirdly to any due or unpaid fees or charges, and lastly in reduction of the capital amount outstanding.

4. INTEREST

4.1 Interest on the capital secured in terms of this bond will, be calculated at the Prime Rate from the date the capital was paid to the Mortgagee in terms of the provisions of the Option Agreement until the capital has been repaid and settled in full to the Mortgagee.

4.2 Should –

4.2.1 the Mortgagor fail to pay any amount payable under this bond on the due date thereof, or

4.2.2 the Mortgagee invoke the provisions of clauses 5.3, 6.3 or 7.2;

then the Mortgagor shall pay interest on that amount or on the money so disbursed, from the due date for payment, or in the circumstances contemplated in clause 4.2.2, from the date on which the Mortgagee disburses such money, as the case may be, to the actual date of payment, at the rate payable on the unpaid amount or in terms of clause 4.1, as the case may be.

9

5. INSURANCE

5.1 The Mortgagor shall, unless otherwise required in writing by the Mortgagee, insure all improvements on the mortgaged property and keep them insured for such minimum amount as the Mortgagee agrees in writing, being the agreed full asset value of the improvements for replacement purposes, for so long as the Mortgagor is indebted to the Mortgagee, against risk of loss or damage from fire, storm and any other risk which the Mortgagee at any time directs in writing, plus SASRIA (SASRIA Limited) extension, and shall cede the relative policy or policies to the Mortgagee as collateral security for the indebtedness of the Mortgagor to the Mortgagee.

5.2 In the event that insurance as aforesaid is arranged by the Mortgagor, the terms and conditions of such policy shall comply with the Mortgagee's credit requirements and will be subject to the Mortgagee's approval in writing and the Mortgagor shall lodge the policy or policies of such insurance with the Mortgagee, together with documentary evidence to the satisfaction of the Mortgagee (where such premiums are not paid by the Mortgagee) that all premiums including renewal premiums have been paid and that the insurer has noted the cession of such policy or policies to the Mortgagee as collateral security for the indebtedness of the Mortgagor to the Mortgagee.

5.3 Should the improvements not be insured or should any insurance not be maintained, the Mortgagee is entitled but not obliged to insure such improvements and/or pay the premiums on behalf of the Mortgagor, and any money so disbursed shall be refunded by the Mortgagor on demand.

5.4 All moneys received under any insurance hereunder will in the sole discretion of the Mortgagee be applied either in partial or full payment of the indebtedness of the Mortgagor hereunder or in the restoration under such conditions as the Mortgagee may lay down, of that which has been damaged or destroyed by any causes covered by such insurance.

6. IMPROVEMENTS

6.1 The Mortgagor shall, until such time as this bond is cancelled, keep all improvements on the mortgaged property in good order and repair.

6.2 The Mortgagee or its duly appointed agents are entitled at all reasonable times, at the cost of the Mortgagor, to enter upon and inspect the mortgaged property for the purpose of ascertaining if the aforesaid condition of keeping all improvements on the mortgaged property in good order and repair is being fully complied with.



6.3 Should the improvements not be kept in good order and repair, the Mortgagee is entitled but not obliged to effect the necessary repairs or to cause any repairs to be done on behalf of the Mortgagor, and the costs of the Mortgagee in repairing the improvements and any money disbursed by the Mortgagee in procuring that the necessary repairs be effected shall be refunded by the Mortgagor on demand.

7. RATES AND TAXES

7.1 The Mortgagor shall promptly pay all rates, taxes, site rentals, licences, service and other charges levied and to be levied at any time in respect of the mortgaged property by any governmental, local or other competent authority or, where applicable, a leasehold grantor, and on demand produce the receipts therefor to the Mortgagee.

7.2 Should any of the aforesaid rates, taxes, site rentals, licences, service and other charges levied and to be levied not be paid on due date, the Mortgagee is entitled but not obliged to pay any amount so levied and any moneys so disbursed shall be refunded by the Mortgagor on demand.

8. TITLE DEEDS AND LETTING OF PROPERTY

8.1 The title deeds of the mortgaged property will be lodged and remain with the Mortgagee until this bond is cancelled and the mortgaged property will not be further burdened in any way without the written consent of, and on the conditions prescribed by, the Mortgagee.

8.2 The mortgaged property or any portion thereof shall not be let for a longer period than a period which falls beyond 31 December 2018 without the written consent of the Mortgagee.

9. CESSION OF RENTALS AND REVENUES

Should the Mortgagee give its consent to the letting of the mortgaged property, the Mortgagor cedes, transfers and assigns to the Mortgagee all the Mortgagor's rights, title and interest in and to all rentals and other revenues of whatsoever nature, which may accrue from the mortgaged property as additional security for the due repayment by the Mortgagor of all amounts owing to or claimable by the Mortgagee at any time in terms of this bond, with the express right in favour of the Mortgagee irrevocably and *in rem suam* –

9.1 to institute proceedings against lessees for the recovery of unpaid rentals, and/or eviction from the mortgaged property;

9.2 to let the mortgaged property or any part thereof, to cancel or renew and enter into leases in such manner as the Mortgagee decides, to evict any trespasser or other person from the mortgaged property;

9.3 to collect on behalf of the Mortgagor any moneys payable in respect of the alienation by the Mortgagor of the mortgaged property or any portion thereof;

provided, however, that the cession, transfer, assignment and authorities and powers specified above shall not be acted upon by the Mortgagee without the consent of the Mortgagor unless the Mortgagor has failed to comply with any term or condition of this bond or any loan or other indebtedness secured thereby, or has otherwise committed a breach thereof. The Mortgagee is further entitled to charge a commission of 5% (five percent) of the gross amount of all rentals and other revenues collected (to the extent not prohibited by the Act) and to recover such commission under this bond.

10. BREACH

10.1 The capital or balance thereof, and all other moneys which may then be claimable or secured under this bond, and in terms of any and all other bonds passed by the Mortgagor in favour of the Mortgagee over the mortgaged property, shall become due and payable forthwith and without the Mortgagor having been specially placed in default, whether the due date thereof shall have arrived or not (and the Mortgagee will be entitled to have the mortgaged property declared executable), in the event of a failure by the Mortgagor to timeously make any payment or perform any obligation in terms of this bond or comply with any demand made by the Mortgagee or in any manner breach any loan or facility granted by the Mortgagee or other obligation owed to the Mortgagee.

10.2 Should the provisions of clause 10.1 become applicable, the Mortgagee is further entitled and is hereby authorised to surrender any policy or policies of insurance which is/are ceded or made payable to the Mortgagee as collateral security and to appropriate the surrender value on account of the amount owing to the Mortgagee or secured under this bond.

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11. EXPROPRIATION

In the event that the whole or any portion of the mortgaged property is expropriated under any law or taken under any law, provincial ordinance or by-law for road-widening purposes, or for any other purpose whatsoever by any competent authority, the Mortgagor appoints the Mortgagee irrevocably and *in rem suam* to receive all compensation moneys payable in respect thereof as well as to make all claims and sign all documents in regard thereto. The Mortgagee shall account to the Mortgagor in respect of all amounts received after deduction of all sums owing in terms of or secured by this bond, including legal costs incurred by the Mortgagee in invoking its rights pursuant to this clause.

12. CERTIFICATE OF INDEBTEDNESS

To the extent permitted by the Act, the nature and amount of the Mortgagor's indebtedness to the Mortgagee secured by this bond, as well as the interest rate payable in respect thereof, will at any time be determined and proved by a certificate purporting to have been signed by a Manager or Accountant for the time being of the Mortgagee, whose capacity or authority it will not be necessary to prove (or any other form of evidence contemplated in section 169(3) of the Act), which certificate or other form of evidence, as the case may be, will upon the mere production thereof be binding on the Mortgagor and be *prima facie* proof of the contents of such certificate and of the fact that such amount is due and payable in any legal proceedings against the Mortgagor, and will be valid as a liquid document against the Mortgagor in any competent court.

13. DOMICILIUM

13.1 In the event that the Mortgagee is required or wishes to give legal notice to the Mortgagor for any purpose contemplated in this bond, the Act or in any other law, the Mortgagee must deliver that notice to the Mortgagor at the under-mentioned address of the Mortgagor –

Address: 9th Floor, 2 Long Street, Cape Town

or at any address for legal notices chosen by the Mortgagor in any agreement with the Mortgagee relating to the indebtedness of the Mortgagor hereby secured.

9

13.2 The Mortgagor may change its address for the purposes of this clause by delivering to the Mortgagee a written notice of the new address by hand, registered mail or, where the Act is applicable, by electronic mail, if the Mortgagee has provided an email address.

13.3 Unless otherwise provided by this clause or, where applicable the Act, a notice, order or other document that must be served on the Mortgagor will have been properly served when it has been either delivered to the Mortgagor or sent by registered mail to the Mortgagor's last known address.

14. RIGHT OF LEASEHOLD

In the event that the mortgaged property is a right of leasehold granted in terms of the Black Communities Development Act, 1984, references in this bond to the mortgaged property and buildings or other improvements of whatsoever nature erected or to be erected on the mortgaged property, shall, unless otherwise required by the context, include respectively, the land in respect of which the right of leasehold is granted and all buildings or other improvements erected or to be erected on such land.

15. JURISDICTION

In terms of section 45 of the Magistrate's Court Act, 1944, and at the option of the Mortgagee, any claim arising under this bond may be recovered in any magistrate's court having jurisdiction, and the Mortgagor hereby consents to the jurisdiction of the magistrate's court.

16. GENERAL

16.1 No agreement varying any of the terms or conditions of this bond shall be of any force or effect unless reduced to writing and signed by the Mortgagor and the Mortgagee, and should the Mortgagee so require, such agreement shall be incorporated in a variation agreement prepared by the Mortgagee's conveyancers and registered in the relevant deeds registry at the cost of the Mortgagor.

16.2 To the extent that there is any conflict between the provisions of this bond and the provisions of any agreement with the Mortgagee relating to the indebtedness of the Mortgagor hereby secured, the provisions of such agreement will prevail and apply.

16.3 The Mortgagee has the right at any time and from time to time, without the consent of the Mortgagor, to cede, assign and transfer all or any of its rights, title and interest in

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and to this bond, to and in favour of any third party or parties, whether natural, juristic or of any other kind or nature. The aforesaid right includes the right to delegate any obligation in terms of this bond *mutatis mutandis*. To the extent that any cession, assignment, transfer or delegation afore-mentioned constitutes or results in a splitting of claims that requires the consent of the Mortgagor, the Mortgagor hereby consents thereto.

17. COSTS

The Mortgagee shall pay all legal expenses, costs and charges in drawing and completing the power of attorney and this bond and procuring the registration thereof, and the costs of cancellation of this bond, including any powers of attorney and other documents necessary for that purpose, and in general all costs, including costs between attorney and client and collection commission, which may arise out of or in connection with this bond. All legal work necessary shall be performed and all necessary documents in connection with this bond and the cancellation thereof shall be drawn and registration thereof effected by the Mortgagee's conveyancers.

IN WITNESS WHEREOF I, the said Registrar, together with the Appearer *qq* have subscribed to these presents, and have caused my seal of office to be affixed thereto.

THUS DONE AND EXECUTED at the office of the **REGISTRAR OF DEEDS at CAPE TOWN** on 2017 -12- 12 2017

qq

In my presence,

REGISTRAR OF DEEDS

Printed: 2018/06/27 16:28

Deeds Office Property

Lexis® Convey

STELLENBOSCH, 167, 0 (CAPE TOWN)

GENERAL INFORMATION

Date Requested	2018/06/27 16:27
Deeds Office	CAPE TOWN
Information Source	DEEDS OFFICE
Reference	-

PROPERTY INFORMATION

Property Type	ERF
Erf Number	167
Portion Number	0
Township	STELLENBOSCH
Local Authority	STELLENBOSCH MUN
Registration Division	STELLENBOSCH RD
Province	WESTERN CAPE
Diagram Deed	T10062/1931
Extent	1115.0000SQM
Previous Description	PTN OF ST RD 641/12-TP772
LPI Code	C06700220000016700000

OWNER INFORMATION

Owner 1 of 1

Company Type	TRUST
Name	ANDROB TRUST
Registration Number	4205/2006
Title Deed	T65369/2010
Registration Date	2010/12/02
Purchase Price (R)	2,900,000
Purchase Date	2010/09/03
Share	
Microfilm Reference	
Multiple Properties	NO
Multiple Owners	NO

ENDORSEMENTS (1)

#	Document	Institution	Amount (R)	Microfilm
1	B33529/2017	BUFFSHELFCO 54 PTY LTD	3,000,000	

HISTORIC DOCUMENTS (11)

#	Document	Owner	Amount (R)	Microfilm
1	B57062/1997	NEDCOR BANK	218,000	1998 0799 3636
2	B42706/1994	NEDCOR BANK	257,000	1998 0799 3639
3	B62457/1998	-	UNKNOWN	2001 0214 4811
4	B13511/2001	-	UNKNOWN	2003 0519 2259
5	B23617/2003	-	UNKNOWN	2003 0842 2164
6	B50870/2003	-	UNKNOWN	2003 0842 2165
7	B35108/2010	-	UNKNOWN	
8	T6053/1953	ENGELBRECHT	UNKNOWN	
9	T18304/1983	ENGELBRECHT SOPHIA MARIA JACOBA	UNKNOWN	1994 0483 0845
10	T41221/1994	RUST JOHAN MEYER	295,000	2003 0842 2144
11	T81726/2003	SPIES RODNEY CHRISTOFFEL	860,000	2003 0842 2150

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DOCUMENT NO ... CASTLEDEK
D0001648502

FEE
R 850,00

329

CTN 1107
LUCILLE GELDENHUYS
PROKUREURS NOTARISSE EN
AKTEVERVAARDIGERS
1STE VLOER DE WETSENTRUM
H/V KERK & BIRD STRATE
STELLENBOSCH
7600

Opgestel deur my

TRANSPORTBESORGER
GELDENHUYS L

VIR VERDERE ENDOSSEMENTE SIEN BLADDY
FOR FURTHER ENDORSEMENT SEE PAGE 5

BC 0069494 / 2017
GEKANSELLEER
CANCELLED
REGISTRATEUR/REGISTRAR
12 DEC 2017

VERBIND MORTGAGED
VIR FOR R 2 000 000,00
B 035108 / 10
02 DEC 2010
REGISTRATEUR/REGISTRAR

TRANSPORTAKTE

HIERBY WORD BEKEND GEMAAK DAT

T 065369 / 10

LYNNE BOTHA

voor my verskyn het, REGISTRATEUR VAN AKTES te Kaapstad, sy die genoemde komparant synde behoorlik daartoe gemagtig deur 'n Volmag aan haar verleen deur:

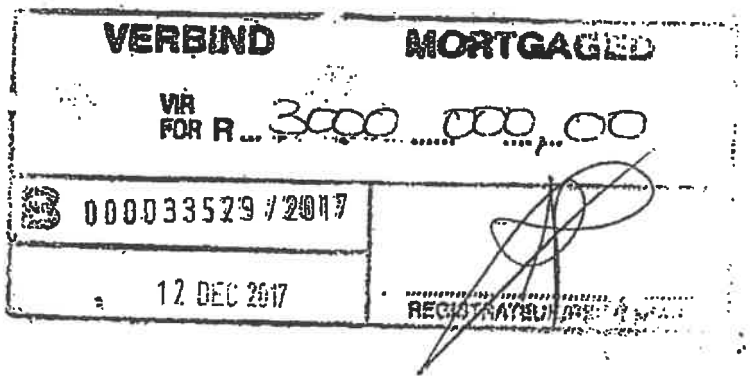
RODNEY CHRISTOFFEL SPIES
Identiteitsnommer: 520413 5068 08 1
Getroud buite gemeenskap van goed

geteken te WELKOM op 5 OKTOBER 2010

DATA / CAPTI...
17 DEC 2010
LARNEY EATGEYN...

DATA / VE...
23 DEC 2010
VAN WYK JENNY

5


VERBIND
MORTGAGED
VIR
FOR R... 3000 000 00
B 000033529 /2017
12 DEC 2017

En genoemde Komparant het verklaar dat haar prinsipaal, op 3 September 2010, die ondervermelde eiendom waarlik en wettiglik verkoop het per privaat ooreenkoms, en dat sy, in haar voorgenoemde hoedanigheid hierby sedeer en transporteer aan en ten gunste van:

DIE TRUSTEES VIR DIE HUIDIGE VAN DIE ANDROB TRUST
Registrasie Nommer IT4205/2006

hulle Erfgename, Eksekuteurs, Administrateurs of Regverkrygendes in volkome en vrye eiendom:

ERF 167 STELLENBOSCH
MUNISIPALITEIT EN AFDELING STELLENBOSCH
WES-KAAP PROVINSIE

GROOT 1115 (EEN DUISEND EEN HONDERD EN VYFTIEN) VIERKANTE METER

AANVANKLIK OORGEDRA kragtens Transportakte Nommer T10062/1931 met kaart Nommer A3783/1931 wat daarop berekking het en gehou kragtens Transportakte Nommer T81726/2003.

A. ONDERHEWIG aan sulke voorwaardes soos na verwys in die Transportakte Nommer T18304/1983.

B. ONDERHEWIG VERDER aan die volgende spesiale voorwaardes vervat in Transportakte Nommer T10062/1931 gedateer 31 Desember 1931, opgelê deur Hendrik Johannes Louw du Toit as eienaar van die restant van grond gehou deur hom kragtens Sertifikaat van Geregistreerde Titel Nommer 7946/1931, gedateer 20 Oktober 1931, en die grond gehou deur hom kragtens Transportakte Nommer T149/1888, gedateer 15 Oktober 1888, vir die voordeel van homself as eienaar van die grond gehou soos voormeld, of enige toekomstige eienaar daarvan, of gedeelte daarvan, wie ten alle tye geregtig sal wees om verhaal te kry vir enige verbreking van enige van die voormelde voorwaardes, naamlik:

"1. That the above Lot shall not be entitled to the use of any water out of the Kromme Rivier for domestic or any other purposes the transferor reserving to himself, as owner of the land remaining registered in his name at this date under Certificate of Registered Title aforesaid and Transfer No. 149 dated 15th October 1888, and his successors in title, all his hitherto existing rights to such water as a riparia owner.

2. .....

3. No bottle store, canteen or place for obtaining strong drink shall be erected on the above land; nor shall any hotel, butcher, general or other business of a like nature be carried on or conducted thereon."

C. ONDERHEWIG VERDER aan die voorwaardes (b), (c), (d) en (f) vervat in die gesegde Transportakte Nommer 10062/1931 gedateer 31 Desember 1931, waarop die Administrateur sy goedkeuring verleen het in terme van Ordonnansie Nommer 13 van 1927 Artikel 15, tot die daarstelling van die voormelde Dorpsuitbreiding, naamlik:

"(b) That the lots be used for residential purposes only.

(c) That the lots be not subdivided without the approval of the Administrator.

(d) That not more than one dwelling be erected on any lot, and that not more than one-third of the area of any one lot be built upon.

(f) That all buildings to be erected on this property shall stand back not less than 3,15 metres from the line of any street or avenue on which the lots may abut. Such spaces may be used as gardens, but shall not be built upon."

WESHALWE die komparant afstand doen van al die regte en titel wat

RODNEY CHRISTOFFEL SPIES

voorheen op genoemde eiendom gehad het, en gevolglik ook erken het dat hy geheel en al van die besit daarvan onthef en nie meer daartoe geregtig is nie en dat, kragtens hierdie akte, bogenoemde

DIE TRUSTEES VIR DIE HUIDIGE VAN DIE ANDROB TRUST

hulle Erfgename, Eksekuteurs, Administrateurs of Regverkrygendes, tans en voortaan daartoe geregtig is, ooreenkomstig plaaslike gebruik, behoudens die regte van die Staat en ten slotte erken hulle dat die verkoopprys die bedrag van **R2 900 000.00 (TWEE MILJOEN NEGE HONDERD DUISEND RAND)** beloop.

TEN BEWYSE WAARVAN ek, genoemde Registrateur, tesame met die Komparant hierdie Akte onderteken en dit met die ampseël bekragtig het.

ALDUS GEDOEN EN VERLY op die Kantoor van die REGISTRATEUR VAN AKTES te Kaapstad op 2 Desember 2010

q.q.

In my teenwoordigheid

REGISTRATEUR VAN AKTES

Pieler Schoeman Attorneys
5 Short Street
Potchefstroom
2531

Purchase price/value	R	R
Mortgage/Loan/Bond Amount	3 000 000,00	1456,00
Reason for exemption		

Prepared by me

CONVEYANCER
PETRUS JOHANNES ARNOLDUS SCHOEMAN

Covering Mortgage Bond

B000033529/2017

In favour of

BUFFSHELFCO 54 PROPRIETARY LIMITED
(Registration Number 2017/234752/07)

DATA / VERIFY
03 JAN 2018
MARLYN BARLOW

BE IT HEREBY MADE KNOWN

THAT JACOBUS PETRUS VAN ZYL

a duly admitted conveyancer ('the Appearer') appeared before me, REGISTRAR OF DEEDS at CAPE TOWN, he, the said Appearer, being duly authorised thereto by a power of attorney granted to him by -

The Trustees for the time being of the
ANDROB TRUST
Registration Number: IT4205/2006
('the Mortgagor')

DATA / CAPTURE
18 DEC 2017
PHUMELELA MNAMATA

signed at **CAPE TOWN** on the 1st day of **NOVEMBER 2017**, which said power of attorney, witnessed in accordance with law, was this day exhibited to me.

AND THE APPEARER DECLARED the Mortgagor to be indebted to the hereinafter-mentioned Mortgagee, whether such indebtedness be a direct or indirect liability or obligation incurred by the Mortgagor individually or jointly with others, and whether such indebtedness or obligation arises from moneys lent and advanced, drafts or bills of exchange or by reason of any suretyship, guarantee or indemnity or other document or agreement signed by the Mortgagor in favour of the Mortgagee, or given by the Mortgagee for and on behalf of the Mortgagor, and any payment made by the Mortgagee pursuant to this bond, including future debts generally, from whatsoever cause arising, up to but not exceeding the sum of –

R3 000 000.00 (THREE MILLION RAND)

together with interest thereon, and the additional sum as referred to hereunder, upon the further conditions hereinafter set forth.

AND THE APPEARER FURTHER DECLARED the Mortgagor to be truly and lawfully indebted and held and firmly bound to and in favour of –

BUFFSHELFCO 54 PROPRIETARY LIMITED
(Registration Number 2017/234752/07)

its order, successors in title and assigns ('the Mortgagee'), in the sum of -

R3 000 000.00 (THREE MILLION RAND)
('the capital') arising from a consideration set out in the recital.

AND THE APPEARER, on behalf of the Mortgagor, renounced (to the extent not prohibited by the National Credit Act, 2005 ('the Act')) the legal exceptions *non numeratae pecuniae*, *non causa debiti*, *errore calculi*, revision of accounts and no value received, and the benefit of *excussionis et divisionis* and, where applicable, the benefit of *de duobus vel pluribus reis debendi*, with the force and effect of which the Appearer declared the Mortgagor to be fully acquainted, and all other exceptions which could or might be taken to the Mortgagee's claim for payment of all or any of the amounts or obligations secured hereunder, and hereby promised and undertook to pay to the Mortgagee the capital owing together with interest thereon calculated as hereinafter set forth and all other amounts secured hereunder.

AND AS SECURITY for the payment of –

(i) the capital;
(ii) all interest claimable from the Mortgagor; and
(iii) the costs of preserving and realising the mortgaged property, fire insurance premiums and cost of notice;

and also for the discharge of all relevant obligations together with such other costs, charges, expenses and future debts generally, which may be claimable from the Mortgagor under this bond, and which other costs, charges, expenses and future debts generally, are secured up to an amount not exceeding the capital and the sum of –

R600 000.00 (SIX HUNDRED THOUSAND RAND)
('the additional sum')

THE APPEARER *qq* hereby declared to bind specially as a FIRST mortgage :-

ERF 167 STELLENBOSCH,
IN THE MUNICIPALITY AND DIVISION OF STELLENBOSCH
PROVINCE OF THE WESTERN CAPE
IN EXTENT 1115 (ONE THOUSAND ONE HUNDRED AND FIFTEEN) Square meters
Held by Deed of Transfer: T65369/2010
SUBJECT TO THE CONDITIONS THEREIN CONTAINED.

('the mortgaged property')

AND THE APPEARER DECLARED to bind the Mortgagor to the following terms and conditions, namely –

1. **INTERPRETATION**

In this mortgage bond, unless the context indicates a contrary intention, words and expressions bear the meanings assigned to them and cognate expressions bear corresponding meanings –

1.1 **"CPI"** means the consumer price index (stipulated as a percentage) for all urban areas as published by Statistics South Africa (which, from January 2009, replaced CPI for Historical Metropolitan and Other Urban Areas and CPIX published by Statistics South Africa) as applicable on the Exercise Date, provided that in the event of the publication being discontinued, or of any change in the basis of computation of that index, an index prepared or recommended by an auditor appointed by the Chairman of the South Africa Institute of Chartered Accountants shall be adopted in the place of the CPI;

1.2 **"Exercise Date"** means the date the Mortgagee exercises the option granted to it in terms of the provisions of the Option Agreement;

1.3 **"Option Agreement"** means the option agreement entered into between the Mortgagor and the Mortgagee on the 2nd day of November 2017, in terms of which the Mortgagor granted an option to the Mortgagee to purchase the mortgaged property;

1.4 **"Prime rate"** means the publicly quoted basic rate of interest, compounded monthly in arrears and calculated on a 365 (Three Hundred and Sixty-Five) day year irrespective of whether or not the year is a leap year, from time to time published by the Morgagee's bank as being its prime overdraft rate, as certified by any representative of that bank whose appointment and designation it will not be necessary to prove;

1.5 **"Sale Agreement"** means the sale agreement signed by the Mortgagor for purposes of the option granted to the Mortgagee as contemplated in clause 1.3, and annexed to the Option Agreement, marked Annexure "A";

2. CONTINUING COVERING SECURITY

This bond is a continuing covering security for all and any sum or sums of money which may now or in the future be owing to or claimable by the Mortgagee from any cause afore-mentioned and any other cause of whatsoever nature, as well as for the due and faithful performance by the Mortgagor of the terms and conditions of the Option Agreement and/or the Sale Agreement and remains of full force and effect until cancelled in the deeds registry notwithstanding any fluctuation in, or temporary extinction of, the Mortgagor's indebtedness and/or performance to the Mortgagee, from time to time.

3. **PLACE OF PAYMENT**

3.1 All payments in terms of this bond will be made in South African currency, without set off or deduction of any kind and free of exchange, bank costs and other charges at the office of the Mortgagee at –

Address: Chris Boulle Incorporated, Ground Floor, Building 13, The Woodlands, Woodlands Drive, Woodmead, Sandton;
or wherever else the Mortgagee may at any time in writing direct.

3.2 Notwithstanding any allocation by the Mortgagor of any payment made to the Mortgagee in terms of this bond, each payment made by the Mortgagor will be allocated firstly to any indebtedness of the Mortgagor other than capital and interest (subject, however, to the provisions of the Act, where applicable), secondly to any due or unpaid interest, thirdly to any due or unpaid fees or charges, and lastly in reduction of the capital amount outstanding.

4. **INTEREST**

4.1 Interest on the capital secured in terms of this bond will, be calculated at the Prime Rate from the date the capital was paid to the Mortgagee in terms of the provisions of the Option Agreement until the capital has been repaid and settled in full to the Mortgagee.

4.2 Should –

4.2.1 the Mortgagor fail to pay any amount payable under this bond on the due date thereof, or

4.2.2 the Mortgagee invoke the provisions of clauses 5.3, 6.3 or 7.2;

then the Mortgagor shall pay interest on that amount or on the money so disbursed, from the due date for payment, or in the circumstances contemplated in clause 4.2.2, from the date on which the Mortgagee disburses such money, as the case may be, to the actual date of payment, at the rate payable on the unpaid amount or in terms of clause 4.1, as the case may be.

5. INSURANCE

5.1 The Mortgagor shall, unless otherwise required in writing by the Mortgagee, insure all improvements on the mortgaged property and keep them insured for such minimum amount as the Mortgagee agrees in writing, being the agreed full asset value of the improvements for replacement purposes, for so long as the Mortgagor is indebted to the Mortgagee, against risk of loss or damage from fire, storm and any other risk which the Mortgagee at any time directs in writing, plus SASRIA (SASRIA Limited) extension, and shall cede the relative policy or policies to the Mortgagee as collateral security for the indebtedness of the Mortgagor to the Mortgagee.

5.2 In the event that insurance as aforesaid is arranged by the Mortgagor, the terms and conditions of such policy shall comply with the Mortgagee's credit requirements and will be subject to the Mortgagee's approval in writing and the Mortgagor shall lodge the policy or policies of such insurance with the Mortgagee, together with documentary evidence to the satisfaction of the Mortgagee (where such premiums are not paid by the Mortgagee) that all premiums including renewal premiums have been paid and that the insurer has noted the cession of such policy or policies to the Mortgagee as collateral security for the indebtedness of the Mortgagor to the Mortgagee.

5.3 Should the improvements not be insured or should any insurance not be maintained, the Mortgagee is entitled but not obliged to insure such improvements and/or pay the premiums on behalf of the Mortgagor, and any money so disbursed shall be refunded by the Mortgagor on demand.

5.4 All moneys received under any insurance hereunder will in the sole discretion of the Mortgagee be applied either in partial or full payment of the indebtedness of the Mortgagor hereunder or in the restoration under such conditions as the Mortgagee may lay down, of that which has been damaged or destroyed by any causes covered by such insurance.

6. IMPROVEMENTS

6.1 The Mortgagor shall, until such time as this bond is cancelled, keep all improvements on the mortgaged property in good order and repair.

6.2 The Mortgagee or its duly appointed agents are entitled at all reasonable times, at the cost of the Mortgagor, to enter upon and inspect the mortgaged property for the purpose of ascertaining if the aforesaid condition of keeping all improvements on the mortgaged property in good order and repair is being fully complied with.

6.3 Should the improvements not be kept in good order and repair, the Mortgagee is entitled but not obliged to effect the necessary repairs or to cause any repairs to be done on behalf of the Mortgagor, and the costs of the Mortgagee in repairing the improvements and any money disbursed by the Mortgagee in procuring that the necessary repairs be effected shall be refunded by the Mortgagor on demand.

7. RATES AND TAXES

7.1 The Mortgagor shall promptly pay all rates, taxes, site rentals, licences, service and other charges levied and to be levied at any time in respect of the mortgaged property by any governmental, local or other competent authority or, where applicable, a leasehold grantor, and on demand produce the receipts therefor to the Mortgagee.

7.2 Should any of the aforesaid rates, taxes, site rentals, licences, service and other charges levied and to be levied not be paid on due date, the Mortgagee is entitled but not obliged to pay any amount so levied and any moneys so disbursed shall be refunded by the Mortgagor on demand.

8. TITLE DEEDS AND LETTING OF PROPERTY

8.1 The title deeds of the mortgaged property will be lodged and remain with the Mortgagee until this bond is cancelled and the mortgaged property will not be further burdened in any way without the written consent of, and on the conditions prescribed by, the Mortgagee.

8.2 The mortgaged property or any portion thereof shall not be let for a longer period than a period which falls beyond 31 December 2018 without the written consent of the Mortgagee.

9. CESSION OF RENTALS AND REVENUES

Should the Mortgagee give its consent to the letting of the mortgaged property, the Mortgagor cedes, transfers and assigns to the Mortgagee all the Mortgagor's rights, title and interest in and to all rentals and other revenues of whatsoever nature, which may accrue from the mortgaged property as additional security for the due repayment by the Mortgagor of all amounts owing to or claimable by the Mortgagee at any time in terms of this bond, with the express right in favour of the Mortgagee irrevocably and *in rem suam* –

9.1 to institute proceedings against lessees for the recovery of unpaid rentals, and/or eviction from the mortgaged property;

9.2 to let the mortgaged property or any part thereof, to cancel or renew and enter into leases in such manner as the Mortgagee decides, to evict any trespasser or other person from the mortgaged property;

9.3 to collect on behalf of the Mortgagor any moneys payable in respect of the alienation by the Mortgagor of the mortgaged property or any portion thereof;

provided, however, that the cession, transfer, assignment and authorities and powers specified above shall not be acted upon by the Mortgagee without the consent of the Mortgagor unless the Mortgagor has failed to comply with any term or condition of this bond or any loan or other indebtedness secured thereby, or has otherwise committed a breach thereof. The Mortgagee is further entitled to charge a commission of 5% (five percent) of the gross amount of all rentals and other revenues collected (to the extent not prohibited by the Act) and to recover such commission under this bond.

10. BREACH

10.1 The capital or balance thereof, and all other moneys which may then be claimable or secured under this bond, and in terms of any and all other bonds passed by the Mortgagor in favour of the Mortgagee over the mortgaged property, shall become due and payable forthwith and without the Mortgagor having been specially placed in default, whether the due date thereof shall have arrived or not (and the Mortgagee will be entitled to have the mortgaged property declared executable), in the event of a failure by the Mortgagor to timeously make any payment or perform any obligation in terms of this bond or comply with any demand made by the Mortgagee or in any manner breach any loan or facility granted by the Mortgagee or other obligation owed to the Mortgagee.

10.2 Should the provisions of clause 10.1 become applicable, the Mortgagee is further entitled and is hereby authorised to surrender any policy or policies of insurance which is/are ceded or made payable to the Mortgagee as collateral security and to appropriate the surrender value on account of the amount owing to the Mortgagee or secured under this bond.

11. EXPROPRIATION

In the event that the whole or any portion of the mortgaged property is expropriated under any law or taken under any law, provincial ordinance or by-law for road-widening purposes, or for any other purpose whatsoever by any competent authority, the Mortgagor appoints the Mortgagee irrevocably and *in rem suam* to receive all compensation moneys payable in respect thereof as well as to make all claims and sign all documents in regard thereto. The Mortgagee shall account to the Mortgagor in respect of all amounts received after deduction of all sums owing in terms of or secured by this bond, including legal costs incurred by the Mortgagee in invoking its rights pursuant to this clause.

12. CERTIFICATE OF INDEBTEDNESS

To the extent permitted by the Act, the nature and amount of the Mortgagor's indebtedness to the Mortgagee secured by this bond, as well as the interest rate payable in respect thereof, will at any time be determined and proved by a certificate purporting to have been signed by a Manager or Accountant for the time being of the Mortgagee, whose capacity or authority it will not be necessary to prove (or any other form of evidence contemplated in section 169(3) of the Act), which certificate or other form of evidence, as the case may be, will upon the mere production thereof be binding on the Mortgagor and be *prima facie* proof of the contents of such certificate and of the fact that such amount is due and payable in any legal proceedings against the Mortgagor, and will be valid as a liquid document against the Mortgagor in any competent court.

13. DOMICILIUM

13.1 In the event that the Mortgagee is required or wishes to give legal notice to the Mortgagor for any purpose contemplated in this bond, the Act or in any other law, the Mortgagee must deliver that notice to the Mortgagor at the under-mentioned address of the Mortgagor –

Address: 10 Francisca Lane, Noordhoek, Cape town, 7979

or at any address for legal notices chosen by the Mortgagor in any agreement with the Mortgagee relating to the indebtedness of the Mortgagor hereby secured.

13.2 The Mortgagor may change its address for the purposes of this clause by delivering to the Mortgagee a written notice of the new address by hand, registered mail or, where the Act is applicable, by electronic mail, if the Mortgagee has provided an email address.

13.3 Unless otherwise provided by this clause or, where applicable the Act, a notice, order or other document that must be served on the Mortgagor will have been properly served when it has been either delivered to the Mortgagor or sent by registered mail to the Mortgagor's last known address.

14. RIGHT OF LEASEHOLD

In the event that the mortgaged property is a right of leasehold granted in terms of the Black Communities Development Act, 1984, references in this bond to the mortgaged property and buildings or other improvements of whatsoever nature erected or to be erected on the mortgaged property, shall, unless otherwise required by the context, include respectively, the land in respect of which the right of leasehold is granted and all buildings or other improvements erected or to be erected on such land.

15. JURISDICTION

In terms of section 45 of the Magistrate's Court Act, 1944, and at the option of the Mortgagee, any claim arising under this bond may be recovered in any magistrate's court having jurisdiction, and the Mortgagor hereby consents to the jurisdiction of the magistrate's court.

16. GENERAL

16.1 No agreement varying any of the terms or conditions of this bond shall be of any force or effect unless reduced to writing and signed by the Mortgagor and the Mortgagee, and should the Mortgagee so require, such agreement shall be incorporated in a variation agreement prepared by the Mortgagee's conveyancers and registered in the relevant deeds registry at the cost of the Mortgagor.

16.2 To the extent that there is any conflict between the provisions of this bond and the provisions of any agreement with the Mortgagee relating to the indebtedness of the Mortgagor hereby secured, the provisions of such agreement will prevail and apply.

16.3 The Mortgagee has the right at any time and from time to time, without the consent of the Mortgagor, to cede, assign and transfer all or any of its rights, title and interest in

and to this bond, to and in favour of any third party or parties, whether natural, juristic or of any other kind or nature. The aforesaid right includes the right to delegate any obligation in terms of this bond *mutatis mutandis*. To the extent that any cession, assignment, transfer or delegation afore-mentioned constitutes or results in a splitting of claims that requires the consent of the Mortgagor, the Mortgagor hereby consents thereto.

17. **COSTS**

The Mortgagor shall pay all legal expenses, costs and charges in drawing and completing the power of attorney and this bond and procuring the registration thereof, and the costs of cancellation of this bond, including any powers of attorney and other documents necessary for that purpose, and in general all costs, including costs between attorney and client and collection commission, which may arise out of or in connection with this bond. All legal work necessary shall be performed and all necessary documents in connection with this bond and the cancellation thereof shall be drawn and registration thereof effected by the Mortgagee's conveyancers.

IN WITNESS WHEREOF I, the said Registrar, together with the Appearer *qq* have subscribed to these presents, and have caused my seal of office to be affixed thereto.

THUS DONE AND EXECUTED at the office of the **REGISTRAR OF DEEDS** at **CAPE TOWN** on 2017 -12- 12

qq

In my presence

REGISTRAR OF DEEDS

Printed: 2018/06/27 16:34

Deeds Office Property

Lexis® Convey

STELLENBOSCH, 168, 0 (CAPE TOWN)

GENERAL INFORMATION

Date Requested	2018/06/27 16:33
Deeds Office	CAPE TOWN
Information Source	DEEDS OFFICE
Reference	-

PROPERTY INFORMATION

Property Type	ERF
Erf Number	168
Portion Number	0
Township	STELLENBOSCH
Local Authority	STELLENBOSCH MUN
Registration Division	STELLENBOSCH RD
Province	WESTERN CAPE
Diagram Deed	T10062/1931
Extent	1115.0000SQM
Previous Description	PTN OF ST RD 641/12-TP772
LPI Code	C06700220000016800000

OWNER INFORMATION

Owner 1 of 2

Person Type	PRIVATE PERSON
Name	WICOMB JACOBA LEAH
ID Number	4503290101087
Title Deed	T926/1984
Registration Date	1984/01/06
Purchase Price (R)	SECT 45(BIS)(1A)
Purchase Date	-
Share	
Microfilm Reference	1996 0642 3907
Multiple Properties	NO
Multiple Owners	NO

Owner 2 of 2

Person Type	PRIVATE PERSON
Name	WICOMB JACOBA LEAH
ID Number	4503290101087
Title Deed	T2509/2017
Registration Date	-
Purchase Price (R)	TRANSFER BY ENDORSEMENT
Purchase Date	-
Share	
Microfilm Reference	
Multiple Properties	NO
Multiple Owners	NO

ENDORSEMENTS (3)

#	Document	Institution	Amount (R)	Microfilm
1	B33785/2017	BUFFSHELFCO 54 PTY LTD	1,500,000	
2	VA11677/2017	WICOMB JACOBA LEAH	UNKNOWN	
3	VA318/2017	WICOMB JACOBA LEAH	UNKNOWN	

HISTORIC DOCUMENTS (4)

#	Document	Owner	Amount (R)	Microfilm
1	B20910/1994	A B S A BANK	120,000	1994 0242 4089
2	B53542/1996	ABSA BANK	80,000	1996 0642 3914
3	T38079/1979	VISSER JOHANNES PETRUS	UNKNOWN	
4	T926/1984	WICOMB RANDALL CHARLES	UNKNOWN	1996 0642 3907

Printed: 2018/06/27 16:34

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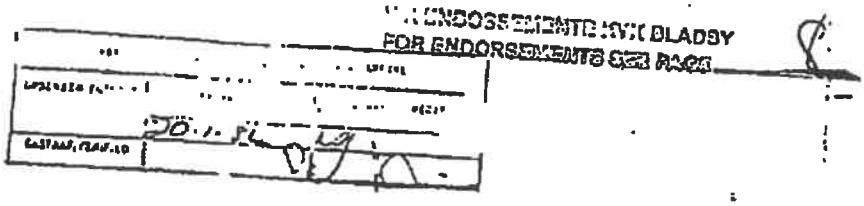
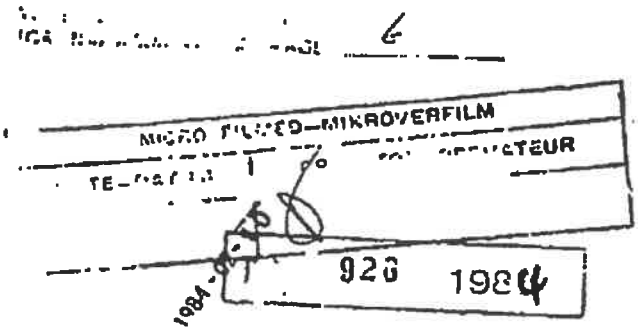
158 MEINTJES & CHAMPION
TEL: 02231 - 71034

151 Marais Müller

179





TRANSPORTAKTE

Meintjes & Champion
Uniteri-Gebou
Pleinstraat
Stellenbosch

KRAGTENS 'N PROKURASIE

Ontvang deur my,
Transportbesorger.
Allwright J W

SY . . T KENNELIK AAN ALMAL WIE DIT MAG AANGAAN

DAT JOHN .INSTON ALLWRIGHT

verskyn het voor my, Registrateur van Aktes, Ily die gesegde Komparant synde daartoe behoorlik gemagtig deur 'n volmag uitgevoer te STELLENBOSCH

op die 11de dag van OKTOBER 19 83 , deur

JO 'NES PETRUS VISSER
Identiteitsnommer 290213 5056 006

welke volmag, geteken in die teenwoordigheid van getuie ooreenkomstig die Wet, my hede getoon is;

EN/ .....

En die Komparant het verklaar dat sy voorsegde Prinsipaal

werklik en wettiglik verkoop het op 25 Julie 1983 en dat Hy, in sy hoedanigheid as voorsegde Prokureur, deur hierdie Akte, gesedeer en getransporteer het in volle en vrye eiendom aan en ten behoewe van

RANDALL CHARLES WICOMB
Identiteitsnommer 490130 5117 00[illegible]

BLANKE GROEP

sy Erfgename, Eksekuteure Administrateure of Gemagtigdes

ERF 168 STELLENBOSCH
IN DIE MUNISIPALITEIT EN AFDELING
VAN STELLENBOSCH

GROOT 1 115 (EENDUISEND EENHONDERD EN VYFTIEN)
VIERKANTE METER

AANVANKLIK OORGEDRA kragtens Transportakte Nr 10[illegible]2/1931 met Kaart daarby aangeheg en gehou kragtens Transportakte nr T38079/1979.

A. ONDERHEWIG aan die voorwaardes waarna verwys word in Transportakte Nr T38079/1979.

B. ONDERHEWIG VERDE /...

WHITE GROUP
BLANKE GROEP

W119(A) Waltons Stationery Co PO Box 11388 Kaapstad 8000

B. ONDERHEWIG VERDER aan die spesiale voorwaardes vervat in gesegde Transportakte nr. 10062/1931, opgelê deur HJL du Toit as eienaar van die restant van die grond deur hom gehou kragtens Sertifikaat van Geregistreerde Titel nr. 946/193[illegible], en die grond deur hom gehou kragtens Transportakte nr. 149 gedateer 15 [illegible]tober 1888, vir sy voordeel as eienaar van die grond gehou deur gesegde aktes, of enige toekomstige eienaar daarvan, [illegible] gedeelte daarvan, wie te alle tye geregtig sal [illegible]es om vergoeding te eis vir oortreding van enige [illegible]an gesegde voorwaardes, naamlik:

"(1) That the above lot shall not be entitled to the use of any water out of the Kromme Rivier for domestic or any other purposes - the transferor reserving to himself, as owner of the land remaining registered in his name at this date under the Certificate of Registered Title aforesaid and Transfer No. 149 dated 15th October 1888, and his successors-in-title, all his hitherto existing rights to such water as a riparian owner.

(3) No bottle-store, canteen or place for obtaining strong drink shall be erected on the above land; nor shall any hotel, butcher, general or other business of a like nature be carried on or conducted thereon."

C. VERDER ONDERHEWIG aan die voorwaardes vermerk (b), (c), (d) en (f) vervat in gemelde Transportakte nr. 10062/1931, waarop die Administrateur sy goedkeuring gegee het in terme van Ordonnansie nr. 13 van 1927, Artikel 15, tot die stigting van die voormelde KROMME RIVIER A DORP, naamlik:

"(b) That the lots be used for residential purposes only.

(c) That the lots be not subdivided without the approval of the Administrator.

(d) That not more than one dwelling be erected on any lot, and that not more

than / .....

than one-third of the area of any lot be built upon.

(f) That all buildings to be erected on this property shall stand back not less than [illegible].15 metres from the line of any street or [illegible]venue on w[illegible].ch the lots may abut. Such spaces may be used as [illegible]ardens but shall not be built upon."

DI_ / .....

5

DIE Komparant doen dus hiermee afstand van al die regte [illegible]spraak en titel wat die TR[illegible] PORTGEWER

voorheen op genoemde eiendom gehad het, en gevolglik erken die Komparant ook dat die TRANSPORTGEWER geheel [illegible] al van die bedrag daarvan onthef en nie meer daarop geregtig is nie, en [illegible] kragtens hierdie akte, bogenoemde TRANSPORTNEMER

sy Erfgename, Eksekuteurs, Administrateurs of Regverkrygendes tans en voortaan daartoe geregtig [illegible] ooreenkomstig plaslike gebruik, behoudens die Regte van die Staat; en [illegible] slotte erken hy dat die hele Koop[illegible]m ten [illegible] van R88 000,00 [illegible]T EN TAGTIGDUISEND RAND)

behoorlik betaal of verse[illegible]

TEN [illegible] WYSE waarvan ek, die genoemde Registrateur, tesame met die Komparant, hie[illegible] die Akte onderteken en dit met die Ampseël bekragtig [illegible]et.

ALDUS GEDOEN en verly op die Kante[illegible] die Registrateur van Aktes, te KAAPSTAD op hede die [illegible] in die jaar van ons Heer, Eenduisen[illegible] [illegible] Drie en Tagtig (1983)

[illegible] Pr[illegible]

In my teenwoordigheid,

REGISTRATEUR VAN AKTES.

Geregistreer in die Register van Boekdeel. Folio

Klerk-in-Bevel

1. Heroregte Kwitansie Nr. 6899 uitgereik te KAAPSTAD op 21 Oktober 1983 vir R 2.040,00
2. Belastingsertifikaat uitgereik Munisi[illegible]liteit Stellenbo[illegible]ch geldig tot 30 September 1984
Nagesien
2.

Form Vol 719(A) Wetton St[illegible] Co., Postbus 19358, Kaapstad 8000

BLADSY/PAGE 6
ENDOSSEMENT
ENDORSEMENT 1926 184
EIENDOM/PROPERTY Erf 168
Stellenbosch

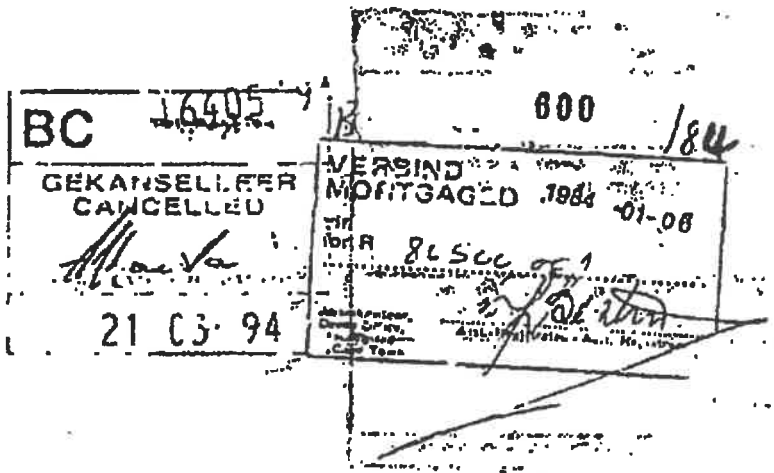
BC 16405
GEKANSELLEER
CANCELLED
21 03 94

600 184
VERBIND
MORTGAGED 1984 -01-06
vir
for R 86500 00 1

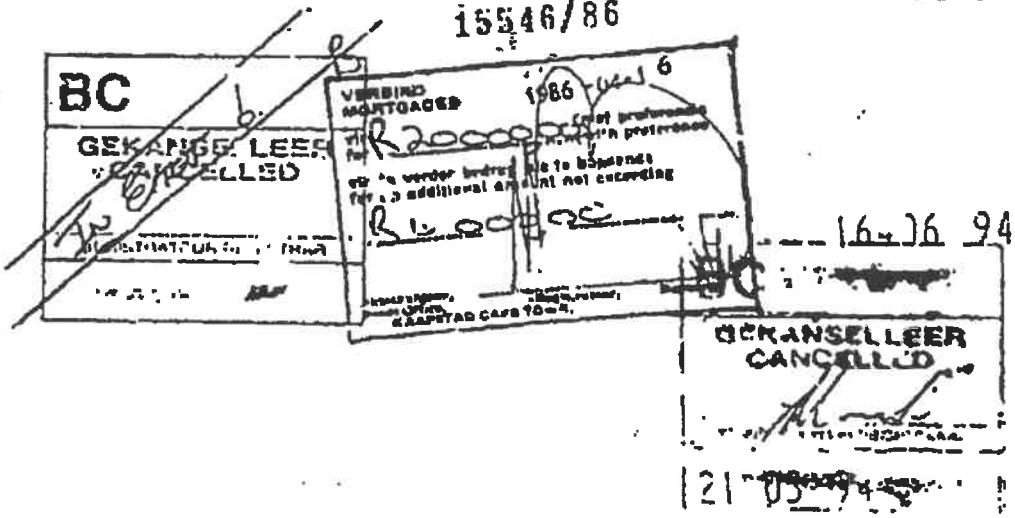
15546/86

BC
GEKANSELLEER
CANCELLED

VERBIND
MORTGAGED 1986 6
vir
for R 20000 00 first preference
vir
for an additional amount not exceeding
R 6000 00



16 06 94
BC
GEKANSELLEER
CANCELLED
21 03 94



7

(7)

VERBIND MORTGAGED

R 120 000,00

B 20913 94
21 03 94

REGISTRATEUR/REGISTRAR

ITO Reg 68(11)

B 0002480 / 2017

KANSELLEER CANCELLED

REGISTRATEUR/REGISTRAR

30 JAN 2017

VERBIND MORTGAGED

VIR FOR R 120 000,00

B 53542 96
07 08 96

REGISTRATEUR/REGISTRAR

ITO Reg 68(11)

B 0002481 / 2017

KANSELLEER CANCELLED

REGISTRATEUR/REGISTRAR

30 JAN 2017

FOR FUTURE ENDORSEMENTS SEE PG 98

-6 - T926/1984

VA 0000003107/2017

Certified a true copy of the duplicate original filed of record in this Registry, issued to serve in place of the original thereof under the provisions of Deeds Regulation No. 68

Deeds Registry
Cape Town

30 JAN 2017
Asst Registrar of Deeds

JACOBA LEAH Wicomb Identity number 4503290101087 Divorced

Lake

Randall Charles Wicomb

T000002509/2017

30 JAN 2017

For further endorsements see pg 9

T926/1954

VA 000011677/2017

Certified a true copy of the duplicate original filed of record in this Registry, issued to serve in place of the original thereof under the provisions of Deeds Regulation No 68.

Deeds Registry
Cape Town

14 DEC 2017

ASST REGISTRAR OF DEEDS

VERBAND | MORTGAGE

R 1500 000,00

B 000033785/2017

DATE 14 DEC 2017

9.

Pieter Schoeman Attorneys
5 Short Street
Potchefstroom
2531

Fee endorsement		
	Amount	Office fee
Purchase price/Value	R.....	R.....
	1500 00,00	1050,00
		Exempt i.t.o.
		section.....Act.....

Prepared by me

CONVEYANCER
PETRUS JOHANNES ARNOLDUS SCHOEMAN

Covering Mortgage Bond

B 000033785 / 2017

In favour of

BUFFSHELFCO 54 PROPRIETARY LIMITED
(Registration Number 2017/234752/07)

DATA / VERIFY
09 JAN 2018
MARLYN BARLOW

BE IT HEREBY MADE KNOWN

THAT JACOBUS PETRUS VAN ZYL

a duly admitted conveyancer ('the Appearer') appeared before me, REGISTRAR OF DEEDS at CAPE TOWN, he, the said Appearer, being duly authorised thereto by a power of attorney granted to him by –

JACOBA LEAH WICOMB
Identity Number: 450329 0101 08 7
Unmarried
('the Mortgagor')

DATA / CAPTURE
20 DEC 2017
JENNY VAN WYK

signed at STELLENBOSCH on the 22nd day of **NOVEMBER** 2017, which said power of attorney, witnessed in accordance with law, was this day exhibited to me.

AND THE APPEARER DECLARED the Mortgagor to be indebted to the hereinafter-mentioned Mortgagee, whether such indebtedness be a direct or indirect liability or obligation incurred by the Mortgagor individually or jointly with others, and whether such indebtedness or obligation arises from moneys lent and advanced, drafts or bills of exchange or by reason of any suretyship, guarantee or indemnity or other document or agreement signed by the Mortgagor in favour of the Mortgagee, or given by the Mortgagee for and on behalf of the Mortgagor, and any payment made by the Mortgagee pursuant to this bond, including future debts generally, from whatsoever cause arising, up to but not exceeding the sum of –

R1 500 000.00 (ONE MILLION FIVE HUNDRED THOUSAND RAND)

together with interest thereon, and the additional sum as referred to hereunder, upon the further conditions hereinafter set forth.

AND THE APPEARER FURTHER DECLARED the Mortgagor to be truly and lawfully indebted and held and firmly bound to and in favour of –

BUFFSHELFCO 54 PROPRIETARY LIMITED
(Registration Number 2017/234752/07)

its order, successors in title and assigns ('the Mortgagee'), in the sum of -

R1 500 000.00 (ONE MILLION FIVE HUNDRED THOUSAND RAND)
('the capital') arising from a consideration set out in the recital.

AND THE APPEARER, on behalf of the Mortgagor, renounced (to the extent not prohibited by the National Credit Act, 2005 ('the Act')) the legal exceptions *non numeratae pecuniae*, *non causa debiti*, *errore calculi*, revision of accounts and no value received, and the benefit of *excussionis et divisionis* and, where applicable, the benefit of *de duobus vel pluribus reis debendi*, with the force and effect of which the Appearer declared the Mortgagor to be fully acquainted, and all other exceptions which could or might be taken to the Mortgagee's claim for payment of all or any of the amounts or obligations secured hereunder, and hereby promised and undertook to pay to the Mortgagee the capital owing together with interest thereon calculated as hereinafter set forth and all other amounts secured hereunder.

AND AS SECURITY for the payment of –

(i) the capital;
(ii) all interest claimable from the Mortgagor; and
(iii) the costs of preserving and realising the mortgaged property, fire insurance premiums and cost of notice;

and also for the discharge of all relevant obligations together with such other costs, charges, expenses and future debts generally, which may be claimable from the Mortgagor under this bond, and which other costs, charges, expenses and future debts generally, are secured up to an amount not exceeding the capital and the sum of –

R300 000.00 (THREE HUNDRED THOUSAND RAND)
('the additional sum')

THE APPEARER *qq* hereby declared to bind specially as a FIRST mortgage :-

ERF 168 STELLENBOSCH,
IN THE MUNICIPALITY AND DIVISION OF STELLENBOSCH
PROVINCE OF THE WESTERN CAPE
IN EXTENT 1115 (ONE THOUSAND ONE HUNDRED AND FIFTEEN) Square meters
Held by Deed of Transfer: T926/1984
SUBJECT TO THE CONDITIONS THEREIN CONTAINED.
('the mortgaged property')

AND THE APPEARER DECLARED to bind the Mortgagor to the following terms and conditions, namely –

1. **INTERPRETATION**

In this mortgage bond, unless the context indicates a contrary intention, words and expressions bear the meanings assigned to them and cognate expressions bear corresponding meanings –

1.1 "CPI" means the consumer price index (stipulated as a percentage) for all urban areas as published by Statistics South Africa (which, from January 2009,

replaced CPI for Historical Metropolitan and Other Urban Areas and CPIX published by Statistics South Africa) as applicable on the Exercise Date, provided that in the event of the publication being discontinued, or of any change in the basis of computation of that index, an index prepared or recommended by an auditor appointed by the Chairman of the South Africa Institute of Chartered Accountants shall be adopted in the place of the CPI;

1.2 **"Exercise Date"** means the date the Mortgagee exercises the option granted to it in terms of the provisions of the Option Agreement;

1.3 **"Option Agreement"** means the option agreement entered into between the Mortgagor and the Mortgagee on the 2nd day of November 2017, in terms of which the Mortgagee granted an option to the Mortgagee to purchase the mortgaged property;

1.4 **"Prime rate"** means the publicly quoted basic rate of interest, compounded monthly in arrears and calculated on a 365 (Three Hundred and Sixty-Five) day year irrespective of whether or not the year is a leap year, from time to time published by the Morgagee's bank as being its prime overdraft rate, as certified by any representative of that bank whose appointment and designation it will not be necessary to prove;

1.5 **"Sale Agreement"** means the sale agreement signed by the Mortgagor for purposes of the option granted to the Mortgagee as contemplated in clause 1.3, and annexed to the Option Agreement, marked Annexure "A";

2. CONTINUING COVERING SECURITY

This bond is a continuing covering security for all and any sum or sums of money which may now or in the future be owing to or claimable by the Mortgagee from any cause afore-mentioned and any other cause of whatsoever nature, as well as for the due and faithful performance by the Mortgagor of the terms and conditions of the Option Agreement and/or the Sale Agreement and remains of full force and effect until cancelled in the deeds registry notwithstanding any fluctuation in, or temporary extinction of, the Mortgagor's indebtedness and/or performance to the Mortgagee, from time to time.

3. PLACE OF PAYMENT

3.1 All payments in terms of this bond will be made in South African currency, without set off or deduction of any kind and free of exchange, bank costs and other charges at the office of the Mortgagee at –

Address: Chris Boulle Incorporated, Ground Floor, Building 13, The Woodlands, Woodlands Drive, Woodmead, Sandton
or wherever else the Mortgagee may at any time in writing direct.

3.2 Notwithstanding any allocation by the Mortgagor of any payment made to the Mortgagee in terms of this bond, each payment made by the Mortgagor will be allocated firstly to any indebtedness of the Mortgagor other than capital and interest (subject, however, to the provisions of the Act, where applicable), secondly to any due or unpaid interest, thirdly to any due or unpaid fees or charges, and lastly in reduction of the capital amount outstanding.

4. INTEREST

4.1 Interest on the capital secured in terms of this bond will, be calculated at the Prime Rate from the date the capital was paid to the Mortgagee in terms of the provisions of the Option Agreement until the capital has been repaid and settled in full to the Mortgagee.

4.2 Should –

4.2.1 the Mortgagor fail to pay any amount payable under this bond on the due date thereof, or

4.2.2 the Mortgagee invoke the provisions of clauses 5.3, 6.3 or 7.2;

then the Mortgagor shall pay interest on that amount or on the money so disbursed, from the due date for payment, or in the circumstances contemplated in clause 4.2.2, from the date on which the Mortgagee disburses such money, as the case may be, to the actual date of payment, at the rate payable on the unpaid amount or in terms of clause 4.1, as the case may be.

6.3 Should the improvements not be kept in good order and repair, the Mortgagee is entitled but not obliged to effect the necessary repairs or to cause any repairs to be done on behalf of the Mortgagor, and the costs of the Mortgagee in repairing the improvements and any money disbursed by the Mortgagee in procuring that the necessary repairs be effected shall be refunded by the Mortgagor on demand.

7. RATES AND TAXES

7.1 The Mortgagor shall promptly pay all rates, taxes, site rentals, licences, service and other charges levied and to be levied at any time in respect of the mortgaged property by any governmental, local or other competent authority or, where applicable, a leasehold grantor, and on demand produce the receipts therefor to the Mortgagee.

7.2 Should any of the aforesaid rates, taxes, site rentals, licences, service and other charges levied and to be levied not be paid on due date, the Mortgagee is entitled but not obliged to pay any amount so levied and any moneys so disbursed shall be refunded by the Mortgagor on demand.

8. TITLE DEEDS AND LETTING OF PROPERTY

8.1 The title deeds of the mortgaged property will be lodged and remain with the Mortgagee until this bond is cancelled and the mortgaged property will not be further burdened in any way without the written consent of, and on the conditions prescribed by, the Mortgagee.

8.2 The mortgaged property or any portion thereof shall not be let for a longer period than a period which falls beyond 31 December 2018 without the written consent of the Mortgagee.

9. CESSION OF RENTALS AND REVENUES

Should the Mortgagee give its consent to the letting of the mortgaged property, the Mortgagor cedes, transfers and assigns to the Mortgagee all the Mortgagor's rights, title and interest in and to all rentals and other revenues of whatsoever nature, which may accrue from the mortgaged property as additional security for the due repayment by the Mortgagor of all amounts owing to or claimable by the Mortgagee at any time in terms of this bond, with the express right in favour of the Mortgagee irrevocably and *in rem suam* –

9.1 to institute proceedings against lessees for the recovery of unpaid rentals, and/or eviction from the mortgaged property;

9.2 to let the mortgaged property or any part thereof, to cancel or renew and enter into leases in such manner as the Mortgagee decides, to evict any trespasser or other person from the mortgaged property;

9.3 to collect on behalf of the Mortgagor any moneys payable in respect of the alienation by the Mortgagor of the mortgaged property or any portion thereof;

provided, however, that the cession, transfer, assignment and authorities and powers specified above shall not be acted upon by the Mortgagee without the consent of the Mortgagor unless the Mortgagor has failed to comply with any term or condition of this bond or any loan or other indebtedness secured thereby, or has otherwise committed a breach thereof. The Mortgagee is further entitled to charge a commission of 5% (five percent) of the gross amount of all rentals and other revenues collected (to the extent not prohibited by the Act) and to recover such commission under this bond.

10. BREACH

10.1 The capital or balance thereof, and all other moneys which may then be claimable or secured under this bond, and in terms of any and all other bonds passed by the Mortgagor in favour of the Mortgagee over the mortgaged property, shall become due and payable forthwith and without the Mortgagor having been specially placed in default, whether the due date thereof shall have arrived or not (and the Mortgagee will be entitled to have the mortgaged property declared executable), in the event of a failure by the Mortgagor to timeously make any payment or perform any obligation in terms of this bond or comply with any demand made by the Mortgagee or in any manner breach any loan or facility granted by the Mortgagee or other obligation owed to the Mortgagee.

10.2 Should the provisions of clause 10.1 become applicable, the Mortgagee is further entitled and is hereby authorised to surrender any policy or policies of insurance which is/are ceded or made payable to the Mortgagee as collateral security and to appropriate the surrender value on account of the amount owing to the Mortgagee or secured under this bond.

11. EXPROPRIATION

In the event that the whole or any portion of the mortgaged property is expropriated under any law or taken under any law, provincial ordinance or by-law for road-widening purposes, or for any other purpose whatsoever by any competent authority, the Mortgagor appoints the Mortgagee irrevocably and *in rem suam* to receive all compensation moneys payable in respect thereof as well as to make all claims and sign all documents in regard thereto. The Mortgagee shall account to the Mortgagor in respect of all amounts received after deduction of all sums owing in terms of or secured by this bond, including legal costs incurred by the Mortgagee in invoking its rights pursuant to this clause.

12. CERTIFICATE OF INDEBTEDNESS

To the extent permitted by the Act, the nature and amount of the Mortgagor's indebtedness to the Mortgagee secured by this bond, as well as the interest rate payable in respect thereof, will at any time be determined and proved by a certificate purporting to have been signed by a Manager or Accountant for the time being of the Mortgagee, whose capacity or authority it will not be necessary to prove (or any other form of evidence contemplated in section 169(3) of the Act), which certificate or other form of evidence, as the case may be, will upon the mere production thereof be binding on the Mortgagor and be *prima facie* proof of the contents of such certificate and of the fact that such amount is due and payable in any legal proceedings against the Mortgagor, and will be valid as a liquid document against the Mortgagor in any competent court.

13. DOMICILIUM

13.1 In the event that the Mortgagee is required or wishes to give legal notice to the Mortgagor for any purpose contemplated in this bond, the Act or in any other law, the Mortgagee must deliver that notice to the Mortgagor at the under-mentioned address of the Mortgagor –

Address: 16 Dennesig Road, Stellenbosch

or at any address for legal notices chosen by the Mortgagor in any agreement with the Mortgagee relating to the indebtedness of the Mortgagor hereby secured.

13.2 The Mortgagor may change its address for the purposes of this clause by delivering to the Mortgagee a written notice of the new address by hand, registered mail or, where the Act is applicable, by electronic mail, if the Mortgagee has provided an email address.

13.3 Unless otherwise provided by this clause or, where applicable the Act, a notice, order or other document that must be served on the Mortgagor will have been properly served when it has been either delivered to the Mortgagor or sent by registered mail to the Mortgagor's last known address.

14. RIGHT OF LEASEHOLD

In the event that the mortgaged property is a right of leasehold granted in terms of the Black Communities Development Act, 1984, references in this bond to the mortgaged property and buildings or other improvements of whatsoever nature erected or to be erected on the mortgaged property, shall, unless otherwise required by the context, include respectively, the land in respect of which the right of leasehold is granted and all buildings or other improvements erected or to be erected on such land.

15. JURISDICTION

In terms of section 45 of the Magistrate's Court Act, 1944, and at the option of the Mortgagee, any claim arising under this bond may be recovered in any magistrate's court having jurisdiction, and the Mortgagor hereby consents to the jurisdiction of the magistrate's court.

16. GENERAL

16.1 No agreement varying any of the terms or conditions of this bond shall be of any force or effect unless reduced to writing and signed by the Mortgagor and the Mortgagee, and should the Mortgagee so require, such agreement shall be incorporated in a variation agreement prepared by the Mortgagee's conveyancers and registered in the relevant deeds registry at the cost of the Mortgagor.

16.2 To the extent that there is any conflict between the provisions of this bond and the provisions of any agreement with the Mortgagee relating to the indebtedness of the Mortgagor hereby secured, the provisions of such agreement will prevail and apply.

16.3 The Mortgagee has the right at any time and from time to time, without the consent of the Mortgagor, to cede, assign and transfer all or any of its rights, title and interest in

and to this bond, to and in favour of any third party or parties, whether natural, juristic or of any other kind or nature. The aforesaid right includes the right to delegate any obligation in terms of this bond *mutatis mutandis*. To the extent that any cession, assignment, transfer or delegation afore-mentioned constitutes or results in a splitting of claims that requires the consent of the Mortgagor, the Mortgagor hereby consents thereto.

17. COSTS

The Mortgagee shall pay all legal expenses, costs and charges in drawing and completing the power of attorney and this bond and procuring the registration thereof, and the costs of cancellation of this bond, including any powers of attorney and other documents necessary for that purpose, and in general all costs, including costs between attorney and client and collection commission, which may arise out of or in connection with this bond. All legal work necessary shall be performed and all necessary documents in connection with this bond and the cancellation thereof shall be drawn and registration thereof effected by the Mortgagee's conveyancers.

IN WITNESS WHEREOF I, the said Registrar, together with the Appearer *qq* have subscribed to these presents, and have caused my seal of office to be affixed thereto.

THUS DONE AND EXECUTED at the office of the **REGISTRAR OF DEEDS at CAPE TOWN** on 2017 -12- 14

qq

In my presence,

REGISTRAR OF DEEDS

Printed: 2018/06/27 16:39

Deeds Office Property

Lexis® Convey

STELLENBOSCH, 169, 0 (CAPE TOWN)

GENERAL INFORMATION

Date Requested	2018/06/27 16:39
Deeds Office	CAPE TOWN
Information Source	DEEDS OFFICE
Reference	-

PROPERTY INFORMATION

Property Type	ERF
Erf Number	169
Portion Number	0
Township	STELLENBOSCH
Local Authority	STELLENBOSCH MUN
Registration Division	STELLENBOSCH RD
Province	WESTERN CAPE
Diagram Deed	T11318/935
Extent	1115.0000SQM
Previous Description	PTN OF ST RD 641/12-TP772
LPI Code	C06700220000016900000

OWNER INFORMATION

Owner 1 of 2

Person Type	PRIVATE PERSON
Name	ROUX PETRUS ANDRIES LE
ID Number	2811195020084
Title Deed	T15201/1959
Registration Date	1959/10/28
Purchase Price (R)	SECT 45(1)
Purchase Date	-
Share	
Microfilm Reference	
Multiple Properties	NO
Multiple Owners	NO

Owner 2 of 2

Person Type	PRIVATE PERSON
Name	ROUX PETRUS ANDRIES LE
ID Number	2811195020084
Title Deed	T59510/2015
Registration Date	-
Purchase Price (R)	TRANSFER BY ENDORSEMENT
Purchase Date	-
Share	
Microfilm Reference	
Multiple Properties	NO
Multiple Owners	NO

ENDORSEMENTS (1)

#	Document	Institution	Amount (R)	Microfilm
1	B33497/2017	BUFFSHELFCO 54 PTY LTD	1,000,000	

HISTORIC DOCUMENTS (2)

#	Document	Owner	Amount (R)	Microfilm
1	B12520/1959	-	UNKNOWN	
2	T15201/1959	ROUX PETRUS ANDRIES LE	UNKNOWN	

DISCLAIMER

Printed: 2018/06/27 16:39

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STBB
Tel: 021 406 9100

DOCUMENT NO CASTLEDEED
D0009386131

15201

Akte van Transport

1959

UIT KRAG VAN 'N PROKURASIE

Opgestel deur

Aktebesorger

Sy dit aan Almal kennelik,

DAT CASPER HENDRIK VAN ZYL **voor my, Registrateur van Aktes, in Kaapstad, verskyn het, behoorlik daartoe gemagtig deur 'n Prokurasie geteken te** STELLENBOSCH **op die** 24ste **dag van** Augustus 1959, **deur**

THEODORUS HERMANUS DE KOKER
(gebore 25 Junie 1927)

- Blanke Groep -

welke Prokurasie in die teenwoordigheid van getuie geteken ooreenkomstig die Wet, aan my op hierdie dag vertoon is; en die Komparant het verklaar dat sy Prinsipaal werklik en wettiglik verkoop het op 6 Julie 1959, en dat hy, die Komparant in sy voornoemde hoedanigheid, hiermee in volle en vrye eiendom sedeer en transporteer aan en ten gunste van :

PROCTOR DE VILLIERS & KIE.,

P.T.O. / ...

PETRUS ANDRIES Le ROUX
(gebore 19 November 1926)

- Blanke Groep -

Sy erfgename, eksekuteurs, administrateurs of gemagtigdes :

EERSTE stuk eiendomsgrond, genoem Lot nr. 22 Komme Rivier A dorp, gelee in die Munisipaliteit en Afdeling STELLENBOSCH;

GROOT :- 11,250 (Elfduisend Tweehonderd en Vyftig) Vierkant Voet.

UITSTREKKENDE soos die Transportakte gedateer 24 Desember 1935, nr. 11318, met Kaart nr. 4330/1935 daaraan geheg, gemaak ten gunste van Theodorus Hermanus de Koker en daaropvolgende Transportakte gedateer 26 Maart 1958, nr. 4114 gemaak ten gunste van die Komparant se Prinsipaal, volledige sal aanhoorn;

ONDERHEWIG aan die voorwaardes waarna verwys word in Sertifikaat van Geregistreerde Titel gedateer 20 Oktober 1931, nr. 7946.

ONDERHEWIG VERDER aan die volgende spesiale voorwaardes vervat in Transportakte gedateer 24 Desember 1935, nr. 11318 :-

A. Opgelê deur Charle Guilluame Rocher du Toit as eienaar van die orige grond gehou deur hom onder Transportakte nr. 7492, gedateer 10 Desember 1932 vir die voordeel van homself as eienaar van die gesogde grond of die latere eienaar daarvan of deel daarvan, wie altyd die reg sal hê om verhaal te verkry by enige verbreking van enig een daarvan, naamlik :-

"(1) Dat gemelde Lot nr. 22 nie geregtig sal wees nie op die gebruik van enige water uit die Komme Rivier nie vir huishoudelike of enige ander doeleindes. Die Komparantsprinsipaal behou vir homself as eienaar van die grond gehou deur hom onder Transportakte nr. 7492 gedateer 10 Desember 1932 en sy Opvolgers in akte, al sy teenwoordige bestaande regte as gereienaar op sulke regte;

(2) Die hierbo gemelde grond of enige deel daarvan sal nie aan non-Europeane of gekleurde mense verhuur of verkoop word nie;

Hotel, Slagter, Algemene Handelaar, of andere besigheid van sulke aard daarop gedryf of gedoen word nie.

B. Opgelê deur die Administrateur toe hy die stigting van die gesegde Dorp in terme van Ordonnansie 13 van 1927, Artikel 15, goedgekeur het, naamlik :-

"(b) Dat die erf uitsluitlik vir woningsdoeleindes gebruik sal word;

(c) Dat die erf nie sal verdeel word nie sonder die goedkeuring van die Administrateur;

(d) Dat nie meer dan een woonhuis op die erf sal gebou word nie, en dat nie meer dan een-derde van die oppervlakte van die erf op gebou sal word nie;

(f) Dat alle geboue te word opgerig nie minder dan tien voet van die lyn van enige straat of laan waaraan sulk erf grens, sal staan nie; sodanige ruimte mag as tuine gebruik word, maar moet nie op gebou word nie."

C. Opgelê deur die Munisipaliteit van Stellenbosch, naamlik :-

"(3) Dat die Koper van elke erf en sy naamlige besitters sal verplig wees om die riolering en rioolstelsel van enige ander erf of erwe oor sodanige erf te laat neem, indien nodig geag deur die Munisipaliteit, en op so 'n wyse en in sulke ligging as van tyd tot tyd deur die Munisipaliteit mag redelik vereis word."

WESHALWE die Komparant afstand doende van al die reg en titel wat die gesegde

THEODORUS HERMANUS DE KOKER

hiertoe op gemelde onroerende eiendom gehad het, gevolglik ook erken het dat hy daarvan heeltemal ontelen is, en geen reg of titel daarop het nie; en dat, uit krag van hierdie Akte, die gesegde

PETRUS ANDRIES LE ROUX

sy Erfgename, Eksekuteurs, Administrateurs of Gemagtigdes tans is en voortaan op die volle titel daarvan geregtig sal wees, ooreenkomstig plaaslike gebruik; onder voorbehoud nogtans van die Regte van die Regering; en eindelik erken het dat die koopprys wat die som van £3350. (Drieduisend Driehonderd en Vyftig Pond) bedra, behoorlik betaal of verseker is en dat Hereregte daarop betaal is.

AS GETUIES waarvan ek, die gesegde Registrateur van Aktes, tesame met die Komparant, q.q. hierdie Akte onderteken en met die Ampseël laat bekragtig het

ALDUS GEDOEN en verrig ten Kantore van die Registrateur van Aktes, te Knapstad, Kaap die Goeie Hoop, op die 28ste dag van die Maand Oktober in die jaar Neëntienhonderd- nege en Vyftig (1959)

q.q. sy Prinsipaal/ale

In my teenwoordigheid,

ASSISTENT

Registrateur van Aktes

Geregistreer in die

Register van

Boek Folio 169 (3)

Verantwoordelike Klerk

T 15201 | 1959

ENDOSSEMENT KRAGTENS ARTIKEL 45 (1) VAN WET 47 VAN 1937	ENDORSEMENT PURSUANT TO SECTION 45(1) OF ACT 47 OF 1937
PETRUS ANDRIES LE ROUX ID: NO: 281119 5020 084 - ONGETROUD	
WAT IN GEMEENSKAP VAN GOED GETROUD WAS MET	WHO WAS MARRIED IN COMMUNITY OF PROPERTY TO LATE
S H LE ROUX	
IS GEREGTIG OM MET BOVERMELDE EIENDOM TE HANDEL ONDERWORPE AAN TESTAMENTERE VOORWAARDES.	IS ENTITLED TO DEAL WITH THE AFORE-MENTIONED PROPERTY SUBJECT TO TESTAMENTARY CONDITIONS
T 000059510 / 2015	
21 OCT 2015	REGISTRATEUR/REGISTRAR

(MPA)

METRISERINGSENDOSSEMENT	METRICATION ENDORSEMENT
DIE GROOTTE VAN DIE BOVERMELDE EIENDOM IS: 115 M²	THE EXTENT OF THE AFORE-MENTIONED PROPERTY IS:
21 OCT 2015	REGISTRATEUR/REGISTRAR

VERBIND	MORTGAGED
VIR FOR R 1 000 000,00	
B 000033497 / 2017	
12 DEC 2017	REGISTRATEUR/REGISTRAR

9.

Fee endorsement		
	Amount	Office Fee
[illegible]	R.....	R.....
[illegible]	R 1000 000,00	R 935.00
[illegible]		[illegible]

Pieter Schoeman Attorneys
5 Short Street
Potchefstroom
2531

Prepared by me

CONVEYANCER
PETRUS JOHANNES ARNOLDUS SCHOEMAN

DATA / VERIFY
19 DEC 2017
LINDA NCAPAI

B000033497/2017

Covering Mortgage Bond

In favour of

BUFFSHELFCO 54 PROPRIETARY LIMITED
(Registration Number 2017/234752/07)

DATA / CAPTURE
14 DEC 2017
LITHA MADAMA

BE IT HEREBY MADE KNOWN

THAT JACOBUS PETRUS VAN ZYL

a duly admitted conveyancer ('the Appearer') appeared before me, REGISTRAR OF DEEDS at CAPE TOWN, he, the said Appearer, being duly authorised thereto by a power of attorney granted to him by –

PETRUS ANDRIES LE ROUX
Identity Number: 281119 5020 08 4
Unmarried
('the Mortgagor')

signed at **LADYSMITH** on the 7th day of **NOVEMBER 2017**, which said power of attorney, witnessed in accordance with law, was this day exhibited to me.

AND THE APPEARER DECLARED the Mortgagor to be indebted to the hereinafter-mentioned Mortgagee, whether such indebtedness be a direct or indirect liability or obligation incurred by the Mortgagor individually or jointly with others, and whether such indebtedness or obligation arises from moneys lent and advanced, drafts or bills of exchange or by reason of any suretyship, guarantee or indemnity or other document or agreement signed by the Mortgagor in favour of the Mortgagee, or given by the Mortgagee for and on behalf of the Mortgagor, and any payment made by the Mortgagee pursuant to this bond, including future debts generally, from whatsoever cause arising, up to but not exceeding the sum of –

R1 000 000.00 (ONE MILLION RAND)

together with interest thereon, and the additional sum as referred to hereunder, upon the further conditions hereinafter set forth.

AND THE APPEARER FURTHER DECLARED the Mortgagor to be truly and lawfully indebted and held and firmly bound to and in favour of –

BUFFSHELFCO 54 PROPRIETARY LIMITED
(Registration Number 2017/234752/07)

its order, successors in title and assigns ('the Mortgagee'), in the sum of -

R1 000 000.00 (ONE MILLION RAND)
('the capital') arising from a consideration set out in the recital.

AND THE APPEARER, on behalf of the Mortgagor, renounced (to the extent not prohibited by the National Credit Act, 2005 ('the Act')) the legal exceptions *non numeratae pecuniae*, *non causa debiti*, *errore calculi*, revision of accounts and no value received, and the benefit of *excussionis et divisionis* and, where applicable, the benefit of *de duobus vel pluribus reis debendi*, with the force and effect of which the Appearer declared the Mortgagor to be fully acquainted, and all other exceptions which could or might be taken to the Mortgagee's claim for payment of all or any of the amounts or obligations secured hereunder, and hereby promised and undertook to pay to the Mortgagee the capital owing together with interest thereon calculated as hereinafter set forth and all other amounts secured hereunder.

AND AS SECURITY for the payment of –

(i) the capital;
(ii) all interest claimable from the Mortgagor; and
(iii) the costs of preserving and realising the mortgaged property, fire insurance premiums and cost of notice;

and also for the discharge of all relevant obligations together with such other costs, charges, expenses and future debts generally, which may be claimable from the Mortgagor under this bond, and which other costs, charges, expenses and future debts generally, are secured up to an amount not exceeding the capital and the sum of –

R200 000.00 (TWO HUNDRED THOUSAND RAND)
('the additional sum')

THE APPEARER *qq* hereby declared to bind specially as a FIRST mortgage :-

ERF 169 STELLENBOSCH,
IN THE MUNICIPALITY AND DIVISION OF STELLENBOSCH
PROVINCE OF THE WESTERN CAPE
IN EXTENT 1115 (ONE THOUSAND ONE HUNDRED AND FIFTEEN) Square meters
Held by Deed of Transfer: T15201/1959
SUBJECT TO THE CONDITIONS THEREIN CONTAINED.
('the mortgaged property')

AND THE APPEARER DECLARED to bind the Mortgagor to the following terms and conditions, namely –

1. **INTERPRETATION**

In this mortgage bond, unless the context indicates a contrary intention, words and expressions bear the meanings assigned to them and cognate expressions bear corresponding meanings –

1.1 **"CPI"** means the consumer price index (stipulated as a percentage) for all urban areas as published by Statistics South Africa (which, from January 2009, replaced CPI for Historical Metropolitan and Other Urban Areas and CPIX published by Statistics South Africa) as applicable on the Exercise Date, provided that in the event of the publication being discontinued, or of any change in the basis of computation of that index, an index prepared or recommended by an auditor appointed by the Chairman of the South Africa Institute of Chartered Accountants shall be adopted in the place of the CPI;

1.2 **"Exercise Date"** means the date the Mortgagee exercises the option granted to it in terms of the provisions of the Option Agreement;

1.3 **"Option Agreement"** means the option agreement entered into between the Mortgagor and the Mortgagee on the 2nd day of November 2017, in terms of which the Mortgagor granted an option to the Mortgagee to purchase the mortgaged property;

1.4 **"Prime rate"** means the publicly quoted basic rate of interest, compounded monthly in arrears and calculated on a 365 (Three Hundred and Sixty-Five) day year irrespective of whether or not the year is a leap year, from time to time published by the Morgagee's bank as being its prime overdraft rate, as certified by any representative of that bank whose appointment and designation it will not be necessary to prove;

1.5 **"Sale Agreement"** means the sale agreement signed by the Mortgagor for purposes of the option granted to the Mortgagee as contemplated in clause 1.3, and annexed to the Option Agreement, marked Annexure "A";

2. CONTINUING COVERING SECURITY

This bond is a continuing covering security for all and any sum or sums of money which may now or in the future be owing to or claimable by the Mortgagee from any cause afore-mentioned and any other cause of whatsoever nature, as well as for the due and faithful performance by the Mortgagor of the terms and conditions of the Option Agreement and/or the Sale Agreement and remains of full force and effect until cancelled in the deeds registry notwithstanding any fluctuation in, or temporary extinction of, the Mortgagor's indebtedness and/or performance to the Mortgagee, from time to time.

3. PLACE OF PAYMENT

3.1 All payments in terms of this bond will be made in South African currency, without set off or deduction of any kind and free of exchange, bank costs and other charges at the office of the Mortgagee at –

Address: Chris Boulle Incorporated, Ground Floor, Building 13, The Woodlands, Woodlands Drive, Woodmead, Sandton
or wherever else the Mortgagee may at any time in writing direct.

3.2 Notwithstanding any allocation by the Mortgagor of any payment made to the Mortgagee in terms of this bond, each payment made by the Mortgagor will be allocated firstly to any indebtedness of the Mortgagor other than capital and interest (subject, however, to the provisions of the Act, where applicable), secondly to any due or unpaid interest, thirdly to any due or unpaid fees or charges, and lastly in reduction of the capital amount outstanding.

4. INTEREST

4.1 Interest on the capital secured in terms of this bond will, be calculated at the Prime Rate from the date the capital was paid to the Mortgagee in terms of the provisions of the Option Agreement until the capital has been repaid and settled in full to the Mortgagee.

4.2 Should –

4.2.1 the Mortgagor fail to pay any amount payable under this bond on the due date thereof, or

4.2.2 the Mortgagee invoke the provisions of clauses 5.3, 6.3 or 7.2;

then the Mortgagor shall pay interest on that amount or on the money so disbursed, from the due date for payment, or in the circumstances contemplated in clause 4.2.2, from the date on which the Mortgagee disburses such money, as the case may be, to the actual date of payment, at the rate payable on the unpaid amount or in terms of clause 4.1, as the case may be.

5. INSURANCE

5.1 The Mortgagor shall, unless otherwise required in writing by the Mortgagee, insure all improvements on the mortgaged property and keep them insured for such minimum amount as the Mortgagee agrees in writing, being the agreed full asset value of the improvements for replacement purposes, for so long as the Mortgagor is indebted to the Mortgagee, against risk of loss or damage from fire, storm and any other risk which the Mortgagee at any time directs in writing, plus SASRIA (SASRIA Limited) extension, and shall cede the relative policy or policies to the Mortgagee as collateral security for the indebtedness of the Mortgagor to the Mortgagee.

5.2 In the event that insurance as aforesaid is arranged by the Mortgagor, the terms and conditions of such policy shall comply with the Mortgagee's credit requirements and will be subject to the Mortgagee's approval in writing and the Mortgagor shall lodge the policy or policies of such insurance with the Mortgagee, together with documentary evidence to the satisfaction of the Mortgagee (where such premiums are not paid by the Mortgagee) that all premiums including renewal premiums have been paid and that the insurer has noted the cession of such policy or policies to the Mortgagee as collateral security for the indebtedness of the Mortgagor to the Mortgagee.

5.3 Should the improvements not be insured or should any insurance not be maintained, the Mortgagee is entitled but not obliged to insure such improvements and/or pay the premiums on behalf of the Mortgagor, and any money so disbursed shall be refunded by the Mortgagor on demand.

5.4 All moneys received under any insurance hereunder will in the sole discretion of the Mortgagee be applied either in partial or full payment of the indebtedness of the Mortgagor hereunder or in the restoration under such conditions as the Mortgagee may lay down, of that which has been damaged or destroyed by any causes covered by such insurance.

6. IMPROVEMENTS

6.1 The Mortgagor shall, until such time as this bond is cancelled, keep all improvements on the mortgaged property in good order and repair.

6.2 The Mortgagee or its duly appointed agents are entitled at all reasonable times, at the cost of the Mortgagor, to enter upon and inspect the mortgaged property for the purpose of ascertaining if the aforesaid condition of keeping all improvements on the mortgaged property in good order and repair is being fully complied with.

6.3 Should the improvements not be kept in good order and repair, the Mortgagee is entitled but not obliged to effect the necessary repairs or to cause any repairs to be done on behalf of the Mortgagor, and the costs of the Mortgagee in repairing the improvements and any money disbursed by the Mortgagee in procuring that the necessary repairs be effected shall be refunded by the Mortgagor on demand.

7. RATES AND TAXES

7.1 The Mortgagor shall promptly pay all rates, taxes, site rentals, licences, service and other charges levied and to be levied at any time in respect of the mortgaged property by any governmental, local or other competent authority or, where applicable, a leasehold grantor, and on demand produce the receipts therefor to the Mortgagee.

7.2 Should any of the aforesaid rates, taxes, site rentals, licences, service and other charges levied and to be levied not be paid on due date, the Mortgagee is entitled but not obliged to pay any amount so levied and any moneys so disbursed shall be refunded by the Mortgagor on demand.

8. TITLE DEEDS AND LETTING OF PROPERTY

8.1 The title deeds of the mortgaged property will be lodged and remain with the Mortgagee until this bond is cancelled and the mortgaged property will not be further burdened in any way without the written consent of, and on the conditions prescribed by, the Mortgagee.

8.2 The mortgaged property or any portion thereof shall not be let for a longer period than a period which falls beyond 31 December 2018 without the written consent of the Mortgagee.

9. CESSION OF RENTALS AND REVENUES

Should the Mortgagee give its consent to the letting of the mortgaged property, the Mortgagor cedes, transfers and assigns to the Mortgagee all the Mortgagor's rights, title and interest in and to all rentals and other revenues of whatsoever nature, which may accrue from the mortgaged property as additional security for the due repayment by the Mortgagor of all amounts owing to or claimable by the Mortgagee at any time in terms of this bond, with the express right in favour of the Mortgagee irrevocably and *in rem suam* –

9.1 to institute proceedings against lessees for the recovery of unpaid rentals, and/or eviction from the mortgaged property;

9.2 to let the mortgaged property or any part thereof, to cancel or renew and enter into leases in such manner as the Mortgagee decides, to evict any trespasser or other person from the mortgaged property;

9.3 to collect on behalf of the Mortgagor any moneys payable in respect of the alienation by the Mortgagor of the mortgaged property or any portion thereof;

provided, however, that the cession, transfer, assignment and authorities and powers specified above shall not be acted upon by the Mortgagee without the consent of the Mortgagor unless the Mortgagor has failed to comply with any term or condition of this bond or any loan or other indebtedness secured thereby, or has otherwise committed a breach thereof. The Mortgagee is further entitled to charge a commission of 5% (five percent) of the gross amount of all rentals and other revenues collected (to the extent not prohibited by the Act) and to recover such commission under this bond.

10. BREACH

10.1 The capital or balance thereof, and all other moneys which may then be claimable or secured under this bond, and in terms of any and all other bonds passed by the Mortgagor in favour of the Mortgagee over the mortgaged property, shall become due and payable forthwith and without the Mortgagor having been specially placed in default, whether the due date thereof shall have arrived or not (and the Mortgagee will be entitled to have the mortgaged property declared executable), in the event of a failure by the Mortgagor to timeously make any payment or perform any obligation in terms of this bond or comply with any demand made by the Mortgagee or in any manner breach any loan or facility granted by the Mortgagee or other obligation owed to the Mortgagee.

10.2 Should the provisions of clause 10.1 become applicable, the Mortgagee is further entitled and is hereby authorised to surrender any policy or policies of insurance which is/are ceded or made payable to the Mortgagee as collateral security and to appropriate the surrender value on account of the amount owing to the Mortgagee or secured under this bond.

11. EXPROPRIATION

In the event that the whole or any portion of the mortgaged property is expropriated under any law or taken under any law, provincial ordinance or by-law for road-widening purposes, or for any other purpose whatsoever by any competent authority, the Mortgagor appoints the Mortgagee irrevocably and *in rem suam* to receive all compensation moneys payable in respect thereof as well as to make all claims and sign all documents in regard thereto. The Mortgagee shall account to the Mortgagor in respect of all amounts received after deduction of all sums owing in terms of or secured by this bond, including legal costs incurred by the Mortgagee in invoking its rights pursuant to this clause.

12. CERTIFICATE OF INDEBTEDNESS

To the extent permitted by the Act, the nature and amount of the Mortgagor's indebtedness to the Mortgagee secured by this bond, as well as the interest rate payable in respect thereof, will at any time be determined and proved by a certificate purporting to have been signed by a Manager or Accountant for the time being of the Mortgagee, whose capacity or authority it will not be necessary to prove (or any other form of evidence contemplated in section 169(3) of the Act), which certificate or other form of evidence, as the case may be, will upon the mere production thereof be binding on the Mortgagor and be *prima facie* proof of the contents of such certificate and of the fact that such amount is due and payable in any legal proceedings against the Mortgagor, and will be valid as a liquid document against the Mortgagor in any competent court.

13. DOMICILIUM

13.1 In the event that the Mortgagee is required or wishes to give legal notice to the Mortgagor for any purpose contemplated in this bond, the Act or in any other law, the Mortgagee must deliver that notice to the Mortgagor at the under-mentioned address of the Mortgagor –

Address: 28 Jan Smuts Street, Ladysmith, 3370

or at any address for legal notices chosen by the Mortgagor in any agreement with the Mortgagee relating to the indebtedness of the Mortgagor hereby secured.

13.2 The Mortgagor may change its address for the purposes of this clause by delivering to the Mortgagee a written notice of the new address by hand, registered mail or, where the Act is applicable, by electronic mail, if the Mortgagee has provided an email address.

13.3 Unless otherwise provided by this clause or, where applicable the Act, a notice, order or other document that must be served on the Mortgagor will have been properly served when it has been either delivered to the Mortgagor or sent by registered mail to the Mortgagor's last known address.

14. RIGHT OF LEASEHOLD

In the event that the mortgaged property is a right of leasehold granted in terms of the Black Communities Development Act, 1984, references in this bond to the mortgaged property and buildings or other improvements of whatsoever nature erected or to be erected on the mortgaged property, shall, unless otherwise required by the context, include respectively, the land in respect of which the right of leasehold is granted and all buildings or other improvements erected or to be erected on such land.

15. JURISDICTION

In terms of section 45 of the Magistrate's Court Act, 1944, and at the option of the Mortgagee, any claim arising under this bond may be recovered in any magistrate's court having jurisdiction, and the Mortgagor hereby consents to the jurisdiction of the magistrate's court.

16. GENERAL

16.1 No agreement varying any of the terms or conditions of this bond shall be of any force or effect unless reduced to writing and signed by the Mortgagor and the Mortgagee, and should the Mortgagee so require, such agreement shall be incorporated in a variation agreement prepared by the Mortgagee's conveyancers and registered in the relevant deeds registry at the cost of the Mortgagor.

16.2 To the extent that there is any conflict between the provisions of this bond and the provisions of any agreement with the Mortgagee relating to the indebtedness of the Mortgagor hereby secured, the provisions of such agreement will prevail and apply.

16.3 The Mortgagee has the right at any time and from time to time, without the consent of the Mortgagor, to cede, assign and transfer all or any of its rights, title and interest in

and to this bond, to and in favour of any third party or parties, whether natural, juristic or of any other kind or nature. The aforesaid right includes the right to delegate any obligation in terms of this bond *mutatis mutandis*. To the extent that any cession, assignment, transfer or delegation afore-mentioned constitutes or results in a splitting of claims that requires the consent of the Mortgagor, the Mortgagor hereby consents thereto.

17. **COSTS**

The Mortgagor shall pay all legal expenses, costs and charges in drawing and completing the power of attorney and this bond and procuring the registration thereof, and the costs of cancellation of this bond, including any powers of attorney and other documents necessary for that purpose, and in general all costs, including costs between attorney and client and collection commission, which may arise out of or in connection with this bond. All legal work necessary shall be performed and all necessary documents in connection with this bond and the cancellation thereof shall be drawn and registration thereof effected by the Mortgagee's conveyancers.

IN WITNESS WHEREOF I, the said Registrar, together with the Appearer *qq* have subscribed to these presents, and have caused my seal of office to be affixed thereto.

THUS DONE AND EXECUTED at the office of the **REGISTRAR OF DEEDS** at **CAPE TOWN**
on 2017 -12- 12

qq

In my presence,

REGISTRAR OF DEEDS

Printed: 2018/06/27 16:43

Deeds Office Property

Lexis® Convey

STELLENBOSCH, 170, 0 (CAPE TOWN)

GENERAL INFORMATION

Date Requested	2018/06/27 16:43
Deeds Office	CAPE TOWN
Information Source	DEEDS OFFICE
Reference	-

PROPERTY INFORMATION

Property Type	ERF
Erf Number	170
Portion Number	0
Township	STELLENBOSCH
Local Authority	STELLENBOSCH MUN
Registration Division	STELLENBOSCH RD
Province	WESTERN CAPE
Diagram Deed	T9494/1931
Extent	1110.0000SQM
Previous Description	PTN OF ST RD 641/12-TP772
LPI Code	C06700220000017000000

OWNER INFORMATION

Owner 1 of 1

Company Type	CLOSE CORPORATION
Name	STABILITAS BELEGGINGS C C
Registration Number	199902041823
Title Deed	T98235/2000
Registration Date	2000/11/22
Purchase Price (R)	599,000
Purchase Date	2000/07/29
Share	
Microfilm Reference	2004 0204 5820
Multiple Properties	NO
Multiple Owners	NO

ENDORSEMENTS (1)

#	Document	Institution	Amount (R)	Microfilm
1	B33519/2017	BUFFSHELFCO 54 PTY LTD	2,000,000	

HISTORIC DOCUMENTS (6)

#	Document	Owner	Amount (R)	Microfilm
1	B80629/1995	FIRST NAT BANK	250,000	2000 0815 2309
2	B7158/2004	-	UNKNOWN	2004 0204 5825
3	B63318/2000	-	UNKNOWN	2000 0815 2310
4	B4502/2001	-	UNKNOWN	2001 0115 2279
5	T13103/1971	VISSER HENDRIK JOHANNES	UNKNOWN	1995 1041 3135
6	T89851/1995	KERR GREGORY JOHN	365,000	2000 0815 2284

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322
MARAIS PROKUREURS
Posbus 1313
STELLENBOSCH
Tel: (021) 883 8542

DOCUMENT NO CASTLEDEX
D0010630674

Opgestel deur my:

AKTEBESORGER
C VOGES

SEËLREG
DUTY R
FOOI
FEE R

VERBIND MORTGAGED

VIR
FOR R 599 000,00

BC 000069483/2017
GEKANSELLEER
CANCELLED
REGISTRATEUR/REGISTRAR
12 DEC 2017

B 000063316 / 2000
000002211 *2000
REGISTRATEUR/REGISTRAR

VIR VERDERE ENDOSSEMENTE SIEN
FOR FURTHER ENDORSEMENTS SEE

T 098235 *2000

TRANSPORTAKTE

HIERMEE WORD BEKEND GEMAAK DAT

CHRISTIE VOGES
verskyn het voor my, Registrateur van Aktes te KAAPSTAD, hy die gesegde Komparant synde behoorlik daartoe gemagtig deur 'n Volmag geteken te **STELLENBOSCH** op **30 OKTOBER 2000** en aan hom verleen deur:

GREGORY JOHN KERR
(IDENTITEITSNOMMER 490721 5090 08 7)
ONGETROUD

welke volmag, geteken in die teenwoordigheid van getuies ooreenkomstig die Wet, my hede getoon is;

En die Komparant het verklaar dat voormelde TRANSPORTGEWER/S waarlik en wettiglik verkoop het op **29 JULIE 2000** en dat hy, in sy hoedanigheid as voormeld hiermee in volle en vrye eiendom sedeer en transporteer aan en ten behoewe van

STABILITAS BELEGGINGS BK
REGISTRASIENOMMER CK~~99/20418/23~~ 1999/002041 8/23

Sy/Haar/Hulle Erfgename, Eksekuteurs, Administrateurs of Regverkrygendes

ERF 170 STELLENBOSCH
In die MUNISIPALITEIT en AFDELING van STELLENBOSCH
Provinsie WES-KAAP

GROOT: 1110 (EENDUISEND EENHONDERD EN TIEN) vierkante meter

AANVANKLIK oorgedra kragtens Transportakte Nr **T 9494/1931** met Kaart Nr A 3866/1931 wat daarop betrekking het en gehou kragtens Transportakte Nr **T 89851/95**

A. ONDERHEWIG aan sodanige voorwaarde soos na verwys word in gemelde Transpotakte Nr T 2125 gedateer 29 Januarie 1971

B ONDERHEWIG aan die volgende spesiale voorwaardes vervat in gemelde Transportakte Nr 9494/1931 gedateer 11 Desember 1931, opgelê deur die Transportgewer daaronder (naamlik Hendrik Johannes Louw du Toit) as eienaar van die restant van die grond gehou deur hom kragtens Sertfikaat van Geregistreerde Titel uitgereik op 20 Oktober 1931, Nr 7946, en die grond gehou deur hom kragtens Transportakte Nr 149/1888 gedateer 15 Oktober 1888, vir die voordeel van homself as eienaar van die grond gehou kragtens voormelde Titelaktes, of enige toekomstige eienaar daarvan, of gedeelte daarvan, wie ten alle tye geregtig sal wees op die verhaal van vergoeding vir enige verbreking van enige van voormelde voorwaardes, naamlik:

'(1) That the above lot shall not be entitled to the use of any water out of the Kromme River for domestic or any other purposes - the Transferor reserving to himself, as owner of the land remaining registered in his name at this date under the Certificate of Registered Title aforesaid and Transfer No 149, dated 15th October 1888, and his Successors - in - Title, all his hitherto existing rights to such water as a riparian owner.

(2) .....

(3) No bottle store, canteen, or place for obtaining strong drink shall be erected on the above land; nor shall any Hotel, butcher, general or other business of a like nature be carried on or conducted thereon."

C. ONDERHEWIG aan die voorwaardes gemerk (b), (c), (d) en (f) vervat in gemelde Transportakte Nr 9494/1931 gedateer 11 Desember 1931, waaronder die Administrateur sy goedkeuring verleen het in terme van Ordonnansie 13 van 1927, Artikel 15 tot die stigting van voormelde Dorp. Naamlik;

"(b) That the lots be used for residential purposes only.

(c) That the lots be not subdivided without the approval of teh Administrator.

(d) ..... that not more than one-third of the area of any one lot be built upon.

(f) That all buildings to be erected on this property shall stand back not less than 3,15 metres from the line of any street or avenue on which the Lots may abut. Such space may be used as Gardens, but shall not be built upon."

(with regard to condition (d) above, not subject to that portion of the condition which reads "that not more than one dwelling be erected on any lot" which has been removed in terms of Section 6(1) of Act No 84 of 1967).

WESHALWE die Komparant afstand doen van al die regte en titel wat die TRANSPORTGEWER/S voorheen op genoemde eiendom gehad het, en gevolglik ook erken dat die TRANSPORTGEWER/S geheel en al uit die besit daarvan onthef is en nie meer daartoe geregtig is nie, en dat kragtens hierdie akte, bogenoemde TRANSPORTNEMER/S, hulle Erfgename, Eksekuteurs, Administrateurs of Regverkrygendes, tans en voortaan daartoe geregtig is , ooreenkomstig plaaslike gebruik, behoudens die regte van die Staat

EN TEN SLOTTE erken hy dat die hele koopsom die bedrag van **R599 000,00 (VYF-HONDERD NEGE EN NEGENTIGDUISEND RAND)** bedra , wat ten volle betaal of verseker is.

TEN BEWYSE WAARVAN ek, die genoemde Registrateur, tesame met die Komparant, hierdie Akte onderteken en met die Ampseël bekragtig het.

ALDUS GEDOEN en verly in die Kantoor van die Registrateur van Aktes, te KAAPSTAD op hierdie 22 dag van NOVEMBER 2000.

q.q. sy Prinsipale

In my teenwoordigheid:

REGISTRATEUR VAN AKTES

5

VERBIND MORTGAGED

VIR FOR R 113 500,00

000004502 / 2001

2001-01-30

REGISTRATEUR/REGISTRAR

000069484 / 2017

GEKANSELLEER CANCELLED

REGISTRATEUR/REGISTRAR

12 DEC 2017

VERBIND MORTGAGED

VIR FOR R 510 000,00

000007158 / 2004

03 FEB 2004

REGISTRATEUR/REGISTRAR

000069485 / 2017

GEKANSELLEER CANCELLED

REGISTRATEUR/REGISTRAR

12 DEC 2017

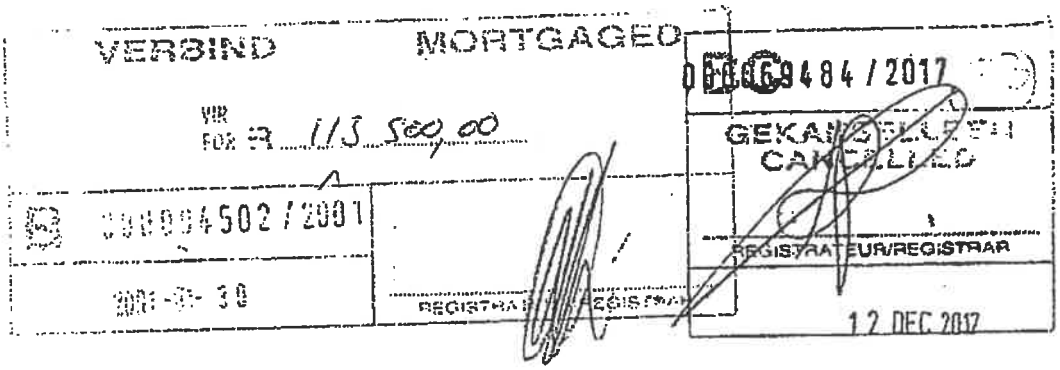
VERBIND MORTGAGED

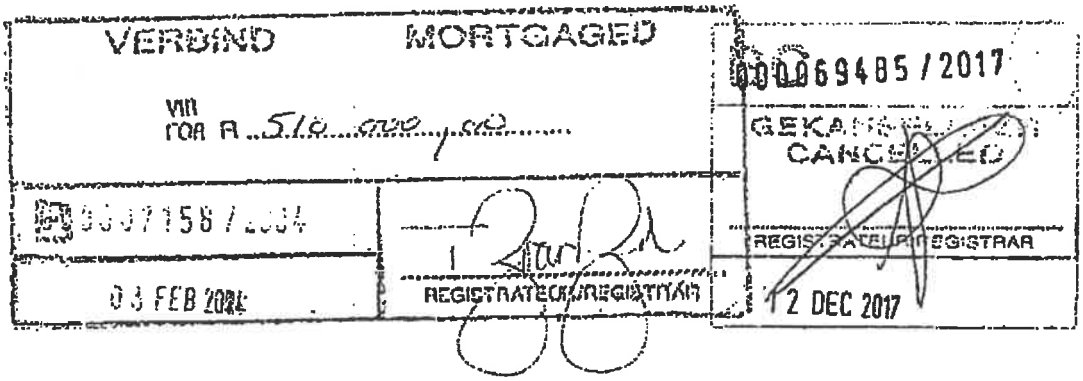
VIR FOR R 2 000 000,00

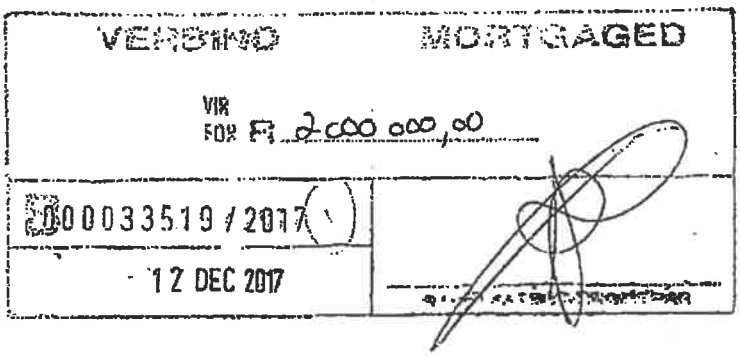
000033519 / 2017

12 DEC 2017

REGISTRATEUR/REGISTRAR







Pieter Schoeman Attorneys
5 Short Street
Potchefstroom

For endorsement

2531	Amount	Office fee
Purchase price/Value	R.....	R.....
Mortgage capital Amount	R 2 000 000,00	R 1050,00
Reason for exemption		Exempt i.t.o section 24

Prepared by me

CONVEYANCER
PETRUS JOHANNES ARNOLDUS SCHOEMAN

Covering Mortgage Bond

B 000033519 / 2017

In favour of

BUFFSHELFCO 54 PROPRIETARY LIMITED
(Registration Number 2017/234752/07)

DATA / CAPTURE
14 DEC 2017
LITHA MADAMA

BE IT HEREBY MADE KNOWN

THAT JACOBUS PETRUS VAN ZYL

a duly admitted conveyancer ('the Appearer') appeared before me, REGISTRAR OF DEEDS at CAPE TOWN, he, the said Appearer, being duly authorised thereto by a power of attorney granted to him by -

STABILITAS BELEGGINGS CC
Registration Number: 1999/020418/23
('the Mortgagor')

DATA / VERIFY
09 JAN 2018
TAMARA MASIU

signed at **STELLENBOSCH** on the 6th day of **NOVEMBER 2017**, which said power of attorney, witnessed in accordance with law, was this day exhibited to me.

AND THE APPEARER DECLARED the Mortgagor to be indebted to the hereinafter-mentioned Mortgagee, arising from moneys lent and advanced and/or paid, by the Mortgagee in favour of the Mortgagor, or given by the Mortgagee for and on behalf of the Mortgagor, under the provisions of the Option Agreement, up to but not exceeding the sum of –

R2 000 000.00 (TWO MILLION RAND)

together with interest thereon, and the additional sum as referred to hereunder, upon the further conditions hereinafter set forth.

AND THE APPEARER FURTHER DECLARED the Mortgagor to be truly and lawfully indebted and held and firmly bound to and in favour of –

BUFFSHELFCO 54 PROPRIETARY LIMITED
(Registration Number 2017/234752/07)

its order, successors in title and assigns ('the Mortgagee'), in the sum of -

R2 000 000.00 (TWO MILLION RAND)
('the capital') arising from a consideration set out in the recital.

AND THE APPEARER, on behalf of the Mortgagor, renounced (to the extent not prohibited by the National Credit Act, 2005 ('the Act')) the legal exceptions *non numeratae pecuniae*, *non causa debiti*, *errore calculi*, revision of accounts and no value received, and the benefit of *excussionis et divisionis* and, where applicable, the benefit of *de duobus vel pluribus reis debendi*, with the force and effect of which the Appearer declared the Mortgagor to be fully acquainted, and all other exceptions which could or might be taken to the Mortgagee's claim for payment of all or any of the amounts or obligations secured hereunder, and hereby promised and undertook to pay to the Mortgagee the capital owing together with interest thereon calculated as hereinafter set forth and all other amounts secured hereunder.

AND AS SECURITY for the payment of –

(i) the capital;

(ii) all interest claimable from the Mortgagor; and

(iii) the costs of preserving and realising the mortgaged property, fire insurance premiums and cost of notice;

and also for the discharge of all relevant obligations together with such other costs, charges, expenses and future debts generally, which may be claimable from the Mortgagor under this bond, and which other costs, charges, expenses and future debts generally, are secured up to an amount not exceeding the capital and the sum of –

R400 000.00 (FOUR HUNDRED THOUSAND RAND)
('the additional sum')

THE APPEARER *qq* hereby declared to bind specially as a FIRST mortgage :-

ERF 170 STELLENBOSCH,
IN THE MUNICIPALITY AND DIVISION OF STELLENBOSCH
PROVINCE OF THE WESTERN CAPE
IN EXTENT 1110 (ONE THOUSAND ONE HUNDRED AND TEN) square meters
Held by Deed of Transfer: T98235/2000
SUBJECT TO THE CONDITIONS THEREIN CONTAINED.

('the mortgaged property')

AND THE APPEARER DECLARED to bind the Mortgagor to the following terms and conditions, namely –

1. INTERPRETATION

In this mortgage bond, unless the context indicates a contrary intention, words and expressions bear the meanings assigned to them and cognate expressions bear corresponding meanings –

1.1 **"CPI"** means the consumer price index (stipulated as a percentage) for all urban areas as published by Statistics South Africa (which, from January 2009, replaced CPI for Historical Metropolitan and Other Urban Areas and CPIX published by Statistics South Africa) as applicable on the Exercise Date,

provided that in the event of the publication being discontinued, or of any change in the basis of computation of that index, an index prepared or recommended by an auditor appointed by the Chairman of the South Africa Institute of Chartered Accountants shall be adopted in the place of the CPI;

1.2 **"Exercise Date"** means the date the Mortgagee exercises the option granted to it in terms of the provisions of the Option Agreement;

1.3 **"Option Agreement"** means the option agreement entered into between the Mortgagor and the Mortgagee on the 2nd day of November 2017, in terms of which the Mortgagor granted an option to the Mortgagee to purchase the mortgaged property;

1.4 **"Sale Agreement"** means the sale agreement signed by the Mortgagor for purposes of the option granted to the Mortgagee as contemplated in clause 1.3, and annexed to the Option Agreement, marked Annexure "A";

2. CONTINUING COVERING SECURITY

This bond is a continuing covering security for all and any sum or sums of money which may now or in the future be owing to or claimable by the Mortgagee under the provisions of the Option Agreement, as well as for the due and faithful performance by the Mortgagor of the terms and conditions of the Option Agreement and/or the Sale Agreement and remains of full force and effect until cancelled in the deeds registry notwithstanding any fluctuation in, or temporary extinction of, the Mortgagor's indebtedness and/or performance to the Mortgagee, from time to time.

3. PLACE OF PAYMENT

3.1 All payments in terms of this bond will be made in South African currency, without set off or deduction of any kind and free of exchange, bank costs and other charges at the office of the Mortgagee at –

Address: Chris Boulle Incorporated, Ground Floor, Building 13, The Woodlands, Woodlands Drive, Woodmead, Sandton;
or wherever else the Mortgagee may at any time in writing direct.

3.2 Notwithstanding any allocation by the Mortgagor of any payment made to the Mortgagee in terms of this bond, each payment made by the Mortgagor will be allocated firstly to any indebtedness of the Mortgagor other than capital and interest

(subject, however, to the provisions of the Act, where applicable), secondly to any due or unpaid interest, thirdly to any due or unpaid fees or charges, and lastly in reduction of the capital amount outstanding.

4. INTEREST

4.1 Interest on the capital secured in terms of this bond will, be calculated at the rate of CPI from the date the capital was paid to the Mortgagor in terms of the provisions of the Option Agreement until the capital has been repaid and settled in full to the Mortgagee.

4.2 Should –

4.2.1 the Mortgagor fail to pay any amount payable under this bond on the due date thereof, or

4.2.2 the Mortgagee invoke the provisions of clauses 5.3, 6.3 or 7.2;

then the Mortgagor shall pay interest on that amount or on the money so disbursed, from the due date for payment, or in the circumstances contemplated in clause 4.2.2, from the date on which the Mortgagee disburses such money, as the case may be, to the actual date of payment, at the rate payable on the unpaid amount in terms of clause 4.1.

5. INSURANCE

5.1 The Mortgagor shall, unless otherwise required in writing by the Mortgagee, insure all improvements on the mortgaged property and keep them insured for such minimum amount as the Mortgagee agrees in writing, being the agreed full asset value of the improvements for replacement purposes, for so long as the Mortgagor is indebted to the Mortgagee, against risk of loss or damage from fire, storm and any other risk which the Mortgagee at any time directs in writing, plus SASRIA (SASRIA Limited) extension, and shall cede the relative policy or policies to the Mortgagee as collateral security for the indebtedness of the Mortgagor to the Mortgagee.

5.2 In the event that insurance as aforesaid is arranged by the Mortgagor, the terms and conditions of such policy shall comply with the Mortgagee's credit requirements and will be subject to the Mortgagee's approval in writing and the Mortgagor shall lodge the policy or policies of such insurance with the Mortgagee, together with documentary evidence to the satisfaction of the Mortgagee (where such premiums are not paid by

the Mortgagee) that all premiums including renewal premiums have been paid and that the insurer has noted the cession of such policy or policies to the Mortgagee as collateral security for the indebtedness of the Mortgagor to the Mortgagee.

5.3 Should the improvements not be insured or should any insurance not be maintained, the Mortgagee is entitled but not obliged to insure such improvements and/or pay the premiums on behalf of the Mortgagor, and any money so disbursed shall be refunded by the Mortgagor on demand.

5.4 All moneys received under any insurance hereunder will in the sole discretion of the Mortgagee be applied either in partial or full payment of the indebtedness of the Mortgagor hereunder or in the restoration under such conditions as the Mortgagee may lay down, of that which has been damaged or destroyed by any causes covered by such insurance.

6. IMPROVEMENTS

6.1 The Mortgagor shall, until such time as this bond is cancelled, keep all improvements on the mortgaged property in good order and repair.

6.2 The Mortgagee or its duly appointed agents are entitled at all reasonable times, at the cost of the Mortgagor, to enter upon and inspect the mortgaged property for the purpose of ascertaining if the aforesaid condition of keeping all improvements on the mortgaged property in good order and repair is being fully complied with.

6.3 Should the improvements not be kept in good order and repair, the Mortgagee is entitled but not obliged to effect the necessary repairs or to cause any repairs to be done on behalf of the Mortgagor, and the costs of the Mortgagee in repairing the improvements and any money disbursed by the Mortgagee in procuring that the necessary repairs be effected shall be refunded by the Mortgagor on demand.

7. RATES AND TAXES

7.1 The Mortgagor shall promptly pay all rates, taxes, site rentals, licences, service and other charges levied and to be levied at any time in respect of the mortgaged property by any governmental, local or other competent authority or, where applicable, a leasehold grantor, and on demand produce the receipts therefor to the Mortgagee.

7.2 Should any of the aforesaid rates, taxes, site rentals, licences, service and other charges levied and to be levied not be paid on due date, the Mortgagee is entitled but not obliged to pay any amount so levied and any moneys so disbursed shall be refunded by the Mortgagor on demand.

8. **TITLE DEEDS AND LETTING OF PROPERTY**

8.1 The title deeds of the mortgaged property will be lodged and remain with the Mortgagee until this bond is cancelled and the mortgaged property will not be further burdened in any way without the written consent of, and on the conditions prescribed by, the Mortgagee.

8.2 Subject to the provisions of clause 14 of the Option Agreement, the mortgaged property or any portion thereof shall not be let for a longer period than a period which falls beyond 31 December 2018 without the written consent of the Mortgagee.

9. **BREACH**

9.1 The capital or balance thereof, and all other moneys which may then be claimable or secured under this bond, and in terms of any and all other bonds passed by the Mortgagor in favour of the Mortgagee over the mortgaged property, shall become due and payable forthwith and without the Mortgagor having been specially placed in default, whether the due date thereof shall have arrived or not (and the Mortgagee will be entitled to have the mortgaged property declared executable), in the event of a failure by the Mortgagor to timeously make any payment or perform any obligation in terms of this bond or comply with any demand made by the Mortgagee or in any manner breach any loan or facility granted by the Mortgagee or other obligation owed to the Mortgagee.

9.2 Should the provisions of clause 9.1 become applicable, the Mortgagee is further entitled and is hereby authorised to surrender any policy or policies of insurance which is/are ceded or made payable to the Mortgagee as collateral security and to appropriate the surrender value on account of the amount owing to the Mortgagee or secured under this bond.

10. **EXPROPRIATION**

In the event that the whole or any portion of the mortgaged property is expropriated under any law or taken under any law, provincial ordinance or by-law for road-widening purposes, or for any other purpose whatsoever by any competent authority, the Mortgagor appoints the Mortgagee irrevocably and *in rem suam* to receive all compensation moneys payable in respect thereof as well as to make all claims and sign all documents in regard thereto. The Mortgagee shall account to the Mortgagor

in respect of all amounts received after deduction of all sums owing in terms of or secured by this bond, including legal costs incurred by the Mortgagee in invoking its rights pursuant to this clause.

11. CERTIFICATE OF INDEBTEDNESS

To the extent permitted by the Act, the nature and amount of the Mortgagor's indebtedness to the Mortgagee secured by this bond, as well as the interest rate payable in respect thereof, will at any time be determined and proved by a certificate purporting to have been signed by a Manager or Accountant for the time being of the Mortgagee, whose capacity or authority it will not be necessary to prove (or any other form of evidence contemplated in section 169(3) of the Act), which certificate or other form of evidence, as the case may be, will upon the mere production thereof be binding on the Mortgagor and be *prima facie* proof of the contents of such certificate and of the fact that such amount is due and payable in any legal proceedings against the Mortgagor, and will be valid as a liquid document against the Mortgagor in any competent court.

12. DOMICILIUM

12.1 In the event that the Mortgagee is required or wishes to give legal notice to the Mortgagor for any purpose contemplated in this bond, the Act or in any other law, the Mortgagee must deliver that notice to the Mortgagor at the under-mentioned address of the Mortgagor –

Address: 7B KOMMANDEURS AVENUE, SIMONSWYK, STELLENBOSCH, 7600

or at any address for legal notices chosen by the Mortgagor in any agreement with the Mortgagee relating to the indebtedness of the Mortgagor hereby secured.

12.2 The Mortgagor may change its address for the purposes of this clause by delivering to the Mortgagee a written notice of the new address by hand, registered mail or, where the Act is applicable, by electronic mail, if the Mortgagee has provided an email address.

12.3 Unless otherwise provided by this clause or, where applicable the Act, a notice, order or other document that must be served on the Mortgagor will have been properly

served when it has been either delivered to the Mortgagor or sent by registered mail to the Mortgagor's last known address.

13. RIGHT OF LEASEHOLD

In the event that the mortgaged property is a right of leasehold granted in terms of the Black Communities Development Act, 1984, references in this bond to the mortgaged property and buildings or other improvements of whatsoever nature erected or to be erected on the mortgaged property, shall, unless otherwise required by the context, include respectively, the land in respect of which the right of leasehold is granted and all buildings or other improvements erected or to be erected on such land.

14. JURISDICTION

In terms of section 45 of the Magistrate's Court Act, 1944, and at the option of the Mortgagee, any claim arising under this bond may be recovered in any magistrate's court having jurisdiction, and the Mortgagor hereby consents to the jurisdiction of the magistrate's court.

15. GENERAL

15.1 No agreement varying any of the terms or conditions of this bond shall be of any force or effect unless reduced to writing and signed by the Mortgagor and the Mortgagee, and should the Mortgagee so require, such agreement shall be incorporated in a variation agreement prepared by the Mortgagee's conveyancers and registered in the relevant deeds registry at the cost of the Mortgagor.

15.2 To the extent that there is any conflict between the provisions of this bond and the provisions of any agreement with the Mortgagee relating to the indebtedness of the Mortgagor hereby secured, the provisions of such agreement will prevail and apply.

15.3 The Mortgagee has the right at any time and from time to time, without the consent of the Mortgagor, to cede, assign and transfer all or any of its rights, title and interest in and to this bond, to and in favour of any third party or parties, whether natural, juristic or of any other kind or nature. The aforesaid right includes the right to delegate any obligation in terms of this bond *mutatis mutandis*. To the extent that any cession, assignment, transfer or delegation afore-mentioned constitutes or results in a splitting of claims that requires the consent of the Mortgagor, the Mortgagor hereby consents thereto.

16. COSTS

The Mortgagee shall pay all legal expenses, costs and charges in drawing and completing the power of attorney and this bond and procuring the registration thereof, and the costs of cancellation of this bond, including any powers of attorney and other documents necessary for that purpose, and in general all costs, including costs between attorney and client and collection commission, which may arise out of or in connection with this bond. All legal work necessary shall be performed and all necessary documents in connection with this bond and the cancellation thereof shall be drawn and registration thereof effected by the Mortgagee's conveyancers.

IN WITNESS WHEREOF I, the said Registrar, together with the Appearer *qq* have subscribed to these presents, and have caused my seal of office to be affixed thereto.

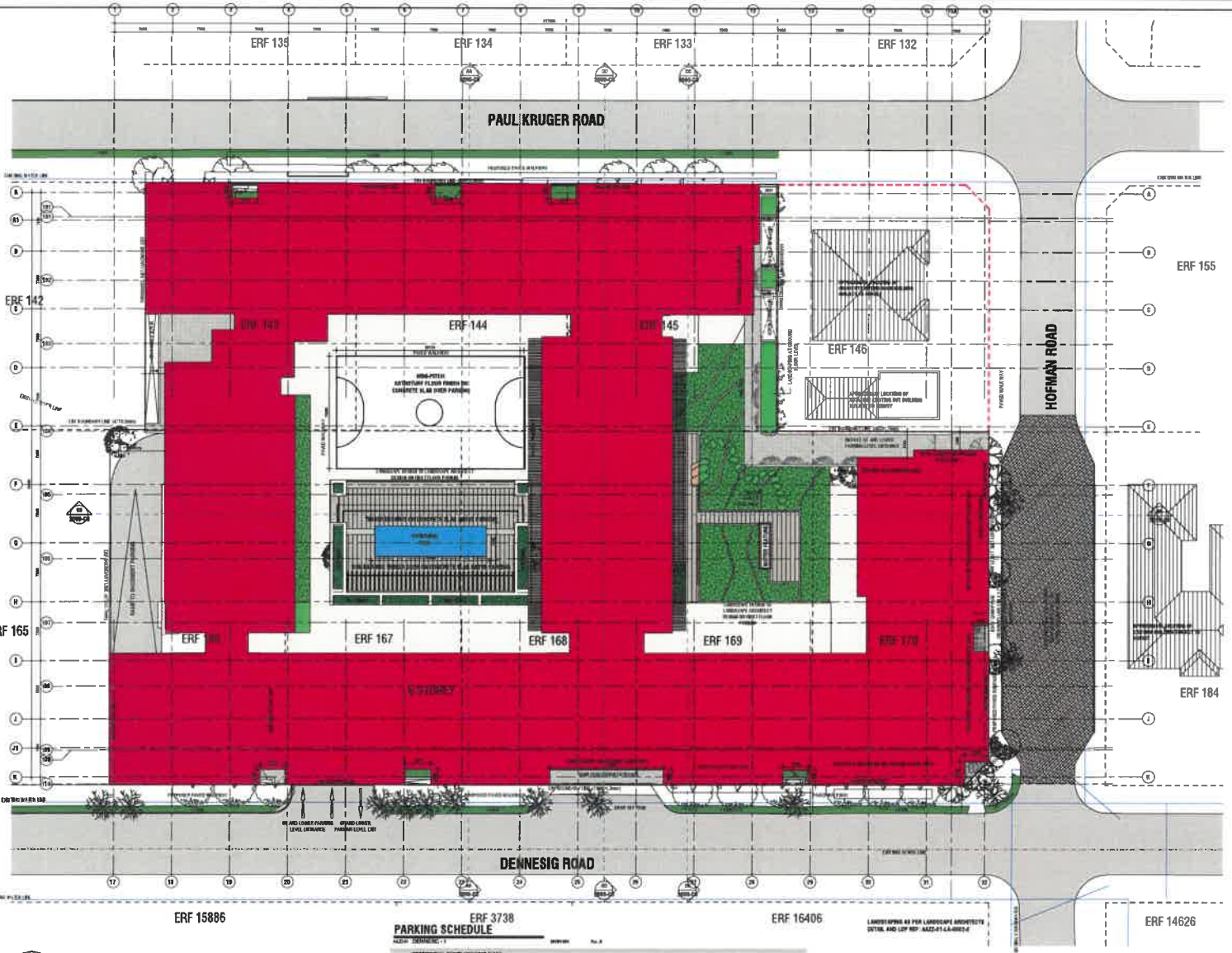
THUS DONE AND EXECUTED at the office of the **REGISTRAR OF DEEDS** at **CAPE TOWN**
on 2017 -12- 12

qq

In my presence

REGISTRAR OF DEEDS

ANNEXURE C



SITE PLAN
SCALE: 1 : 200

PARKING SCHEDULE

SCHEDULE OF RIGHTS

PROPERTY DESCRIPTION

Erf / Portion	ERF 143-145 & 166-170 CO DENNESIG & HOFMAN ROAD STELLENBOSCH, 7599	Site Area	8393 m²
Township	STELLENBOSCH	Title Deed No.	

ZONING INFORMATION

Town Planning Scheme	STELLENBOSCH ZONING SCHEME REGULATIONS 1996	Amendment Scheme No.	/
Use Zone	SPECIFIC BUSINESS ZONE	Annexe No.	

DEVELOPMENT CONTROL MEASURES

Permissible	Control	Actual
BUSINESS: 6 STOREYS RESIDENTIAL: 6 STOREYS	Height of buildings	6 STOREYS
SHOPS: 85% RESIDENTIAL: 60% ABOVE GROUND FLOOR	Coverage (Footprint/Site Area x 100 m ² %)	SHOPS: 7 % GROUND FLOOR ONLY PARKING: 77 % GROUND FLOOR ONLY RESIDENTIAL: 11 % GROUND FLOOR ONLY RESIDENTIAL: 60% ABOVE GROUND FLOOR
N/A	Floor Area Ratio (FAR)=FAR/SITE AREA	2.82
N/A	GBA	43900m²
N/A	Density (Dwelling Units per hectare)	512
N/A	No of Dwelling Units on the erf	508

PARKING

TOTAL PARKING BAYS REQUIRED RESIDENTIAL	638	Parking bays
TOTAL PARKING BAYS REQUIRED RETAIL	19	Parking bays
TOTAL PARKING BAYS PROVIDED RESIDENTIAL	517	Parking bays
TOTAL PARKING BAYS PROVIDED RETAIL	19	Parking bays
Surplus/Deficit No of Parking Bays	-21	Parking bays

The information provided above is hereby certified to be correct and precise

NAME _____ (PLEASE PRINT) SIGNATURE _____

DATE ___/___/___ PLAN No. _____

Room Schedule Units only				
ZX	Area	Level	Count	BVT Unit File Name
FAMILY	85 m²	00 Ground Floor	2	AAZZ-01-DENNESIG BLOCK 1-CENTRAL
FAMILY	112 m²	01 First Floor	1	AAZZ-01-DENNESIG BLOCK 1-CENTRAL
FAMILY	112 m²	02 Second Floor	2	AAZZ-01-DENNESIG BLOCK 1-CENTRAL
FAMILY	205 m²	03 Third Floor	4	AAZZ-01-DENNESIG BLOCK 1-CENTRAL
FAMILY	97 m²	04 Fourth Floor	2	AAZZ-01-DENNESIG BLOCK 1-CENTRAL
DATA	268 m²	00 Ground Floor	13	AAZZ-01-DENNESIG BLOCK 1-CENTRAL
DATB	433 m²	01 First Floor	15	AAZZ-01-DENNESIG BLOCK 1-CENTRAL
DATB	420 m²	02 Second Floor	16	AAZZ-01-DENNESIG BLOCK 1-CENTRAL
DATB	71 m²	03 Third Floor	1	AAZZ-01-DENNESIG BLOCK 1-CENTRAL
DATB	209 m²	04 Fourth Floor	10	AAZZ-01-DENNESIG BLOCK 1-CENTRAL
DATC	194 m²	05 Third Floor	10	AAZZ-01-DENNESIG BLOCK 1-CENTRAL
DATC	[illegible] m²	04 Fourth Floor	11	AAZZ-01-DENNESIG BLOCK 1-CENTRAL
DATD	[illegible] m²	01 First Floor	4	AAZZ-01-DENNESIG BLOCK 1-CENTRAL
DATD	[illegible] m²	02 Second Floor	4	AAZZ-01-DENNESIG BLOCK 1-CENTRAL
DATD	222 m²	03 Third Floor	4	AAZZ-01-DENNESIG BLOCK 1-CENTRAL
DATE	41 m²	01 First Floor	2	AAZZ-01-DENNESIG BLOCK 1-CENTRAL
DATE	41 m²	02 Second Floor	2	AAZZ-01-DENNESIG BLOCK 1-CENTRAL
DATE	38 m²	03 Third Floor	2	AAZZ-01-DENNESIG BLOCK 1-CENTRAL
AAZZ-01-DENNESIG BLOCK 1-CENTRAL: 198	3730 m²		198	
FAMILY	[illegible] m²	00 Ground Floor	1	AAZZ-01-DENNESIG BLOCK 2-CENTRAL
FAMILY	253 m²	01 First Floor	4	AAZZ-01-DENNESIG BLOCK 2-CENTRAL
FAMILY	[illegible] m²	02 Second Floor	4	AAZZ-01-DENNESIG BLOCK 2-CENTRAL
FAMILY	[illegible] m²	03 Third Floor	4	AAZZ-01-DENNESIG BLOCK 2-CENTRAL
FAMILY	34 m²	04 Fourth Floor	1	AAZZ-01-DENNESIG BLOCK 2-CENTRAL
FAMILY	74 m²	05 Fifth Floor	2	AAZZ-01-DENNESIG BLOCK 2-CENTRAL
DATA	[illegible] m²	00 Ground Floor	14	AAZZ-01-DENNESIG BLOCK 2-CENTRAL
DATB	1211 m²	01 First Floor	45	AAZZ-01-DENNESIG BLOCK 2-CENTRAL
DATB	1184 m²	02 Second Floor	44	AAZZ-01-DENNESIG BLOCK 2-CENTRAL
DATB	1104 m²	03 Third Floor	41	AAZZ-01-DENNESIG BLOCK 2-CENTRAL
DATB	[illegible] m²	04 Fourth Floor	12	AAZZ-01-DENNESIG BLOCK 2-CENTRAL
DATC	[illegible] m²	03 Third Floor	3	AAZZ-01-DENNESIG BLOCK 2-CENTRAL
DATC	[illegible] m²	04 Fourth Floor	24	AAZZ-01-DENNESIG BLOCK 2-CENTRAL
DATC	[illegible] m²	05 Fifth Floor	26	AAZZ-01-DENNESIG BLOCK 2-CENTRAL
DATE	[illegible] m²	01 First Floor	2	AAZZ-01-DENNESIG BLOCK 2-CENTRAL
DATE	82 m²	02 Second Floor	4	AAZZ-01-DENNESIG BLOCK 2-CENTRAL
DATE	[illegible] m²	03 Third Floor	4	AAZZ-01-DENNESIG BLOCK 2-CENTRAL
DATE	[illegible] m²	05 Fifth Floor	12	AAZZ-01-DENNESIG BLOCK 2-CENTRAL
AAZZ-01-DENNESIG BLOCK 2-CENTRAL: 258	4905 m²		258	
FAMILY	[illegible] m²	01 First Floor	4	AAZZ-01-DENNESIG BLOCK 3-CENTRAL
FAMILY	[illegible] m²	02 Second Floor	4	AAZZ-01-DENNESIG BLOCK 3-CENTRAL
FAMILY	[illegible] m²	03 Third Floor	4	AAZZ-01-DENNESIG BLOCK 3-CENTRAL
FAMILY	47 m²	04 Fourth Floor	1	AAZZ-01-DENNESIG BLOCK 3-CENTRAL
FAMILY	[illegible] m²	05 Fifth Floor	1	AAZZ-01-DENNESIG BLOCK 3-CENTRAL
DATB	[illegible] m²	01 First Floor	8	AAZZ-01-DENNESIG BLOCK 3-CENTRAL
DATB	[illegible] m²	02 Second Floor	8	AAZZ-01-DENNESIG BLOCK 3-CENTRAL
DATB	[illegible] m²	03 Third Floor	8	AAZZ-01-DENNESIG BLOCK 3-CENTRAL
DATB	[illegible] m²	04 Fourth Floor	14	AAZZ-01-DENNESIG BLOCK 3-CENTRAL
DATC	[illegible] m²	05 Fifth Floor	14	AAZZ-01-DENNESIG BLOCK 3-CENTRAL
AAZZ-01-DENNESIG BLOCK 3-CENTRAL: 78	2017 m²		78	
DATB	537 m²	01 Second Floor	20	AAZZ-01-DENNESIG BLOCK 4-CENTRAL
DATB	537 m²	02 Third Floor	20	AAZZ-01-DENNESIG BLOCK 4-CENTRAL
DATB	242 m²	03 Fourth Floor	8	AAZZ-01-DENNESIG BLOCK 4-CENTRAL
DATC	185 m²	04 Fourth Floor	10	AAZZ-01-DENNESIG BLOCK 4-CENTRAL
DATC	271 m²	05 Fifth Floor	10	AAZZ-01-DENNESIG BLOCK 4-CENTRAL
AAZZ-01-DENNESIG BLOCK 4-CENTRAL: 78	1962 m²		78	
Grand total	13954 m²		508	

Area Schedule (GBA)			
Name	Level	Area	
GBA	00 GROUND STOREY	8329 m²	
GBA	01 FIRST STOREY	7834 m²	
GBA	02 SECOND STOREY	8250 m²	
GBA	03 THIRD STOREY	5250 m²	
GBA	04 FOURTH STOREY	4845 m²	
GBA	05 FIFTH STOREY	4135 m²	
GBA	B-01 BASEMENT STOREY	[illegible] m²	
Grand total		43900 m²	

Area Schedule (COVERAGE) GROUND STOREY			
Name	Level	Area	Coverage
FOURTH COVERAGE	00 GROUND STOREY	[illegible] m²	77 %
00 SECOND COVERAGE	00 GROUND STOREY	772 m²	11 %
00 SALE COVERAGE	00 GROUND STOREY	490 m²	7%
SALE RE MARKER	00 GROUND STOREY	306 m²	[illegible]
Grand total		7345 m²	100 %

Area Schedule (COVERAGE) FIRST STOREY			
Name	Level	Area	Coverage
COVERAGE	01 FIRST STOREY	5015 m²	64 %
SALE RE MARKER	01 FIRST STOREY	2858 m²	24%
Grand total		8374 m²	100%

Area Schedule (FAR)			
Level	Name	Area	
Mid Floor	SUPPLEMENTARY	0 m²	
Mid Floor	USE ABLE	0 m²	
		0 m²	
B-01 BASEMENT STOREY	COMMON	[illegible] m²	
B-01 BASEMENT STOREY	USE ABLE	1.3 m²	
		46 m²	
00 GROUND STOREY	COMMON	572 m²	
00 GROUND STOREY	USE ABLE	1473 m²	
		2043 m²	
01 FIRST STOREY	COMMON	1 436 m²	
01 FIRST STOREY	USE ABLE	[illegible] m²	
		4985 m²	
02 SECOND STOREY	COMMON	1 343 m²	
02 SECOND STOREY	USE ABLE	[illegible] m²	
		6100 m²	
03 THIRD STOREY	COMMON	1 [illegible] m²	
03 THIRD STOREY	SUPPLEMENTARY	309 m²	
03 THIRD STOREY	USE ABLE	3047 m²	
		6100 m²	
04 FOURTH STOREY	COMMON	949 m²	
04 FOURTH STOREY	SUPPLEMENTARY	[illegible] m²	
04 FOURTH STOREY	USE ABLE	3099 m²	
		4297 m²	
05 FIFTH STOREY	COMMON	644 m²	
05 FIFTH STOREY	SUPPLEMENTARY	288 m²	
05 FIFTH STOREY	USE ABLE	2100 m²	
		2924 m²	
		24518 m²	

1. All work to be done in accordance with the National Building Regulations.
2. All materials and workmanship are to comply with the relevant S.A.B.S. or the Agrément Board Certificates. Where reference is made in the Specification and Specifications, Where reference is made in the Specification and Specifications, the Specification and Specifications are to be interpreted as the requirements of such documents to be considered as a minimum standard of the works.
3. The contractor shall be all expense of the works comply with the requirements of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and the requirements contained in terms of that Act as the Personal Qualification and Building Work Act, 1991.
4. The contractor shall be all expense of the works comply with the requirements of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and the requirements contained in terms of that Act as the Personal Qualification and Building Work Act, 1991.
5. The contractor shall be all expense of the works comply with the requirements of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and the requirements contained in terms of that Act as the Personal Qualification and Building Work Act, 1991.
6. All surfaces of the works related to any section or consultants relevant to the work to be done in accordance with the National Building Regulations.
7. This drawing is not to be scaled, if given approval to be made.
8. All dimensions and levels must be checked on site by the contractor before putting work in hand.
9. All work to be executed by competent persons used and for the purpose of the work.
10. This drawing is copyright reserved and remains the property of the Architect or Partners in Zitande.

11. NOTE: THIS DRAWING MUST BE READ IN CONJUNCTION WITH THE BOOGERTMAN + PARTNERS ARCHITECTURAL SPECIFICATION, LANDSCAPING SHEETS AND ALL SECTIONS.

FIRE NOTES:

1. OCCUPANCY CLASSIFICATION: G1
2. ALL WORK TO COMPLY WITH SANS 10400 - 2010 PART T.

CLAUSE:

- 4.2 SAFETY DISTANCES
- 4.25 HYDRANTS
- 4.34 ACCESS FOR FIRE-FIGHTING AND RESCUE PURPOSES

GENERAL

NOTE:
ALL UNIT TYPES ARE INTERCHANGEABLE

KEY PLAN

REVISIONS

REV	DATE	DRAWN	DESCRIPTION
4	[illegible]	[illegible]	[illegible]
5	[illegible]	[illegible]	[illegible]
6	[illegible]	[illegible]	[illegible]
7	[illegible]	[illegible]	[illegible]
8	[illegible]	[illegible]	[illegible]
9	[illegible]	[illegible]	[illegible]

SIGNATURES

CLIENT	ARCHITECT
	[signature]
ENGINEER	ENGINEER

Boogertman + Partners

PROJECT

DENNESIG

Bulfshellco 54 (PTY) Ltd
ERF 143-145 & 166-170
CO DENNESIG & HOFMAN ROAD,
STELLENBOSCH, 7599

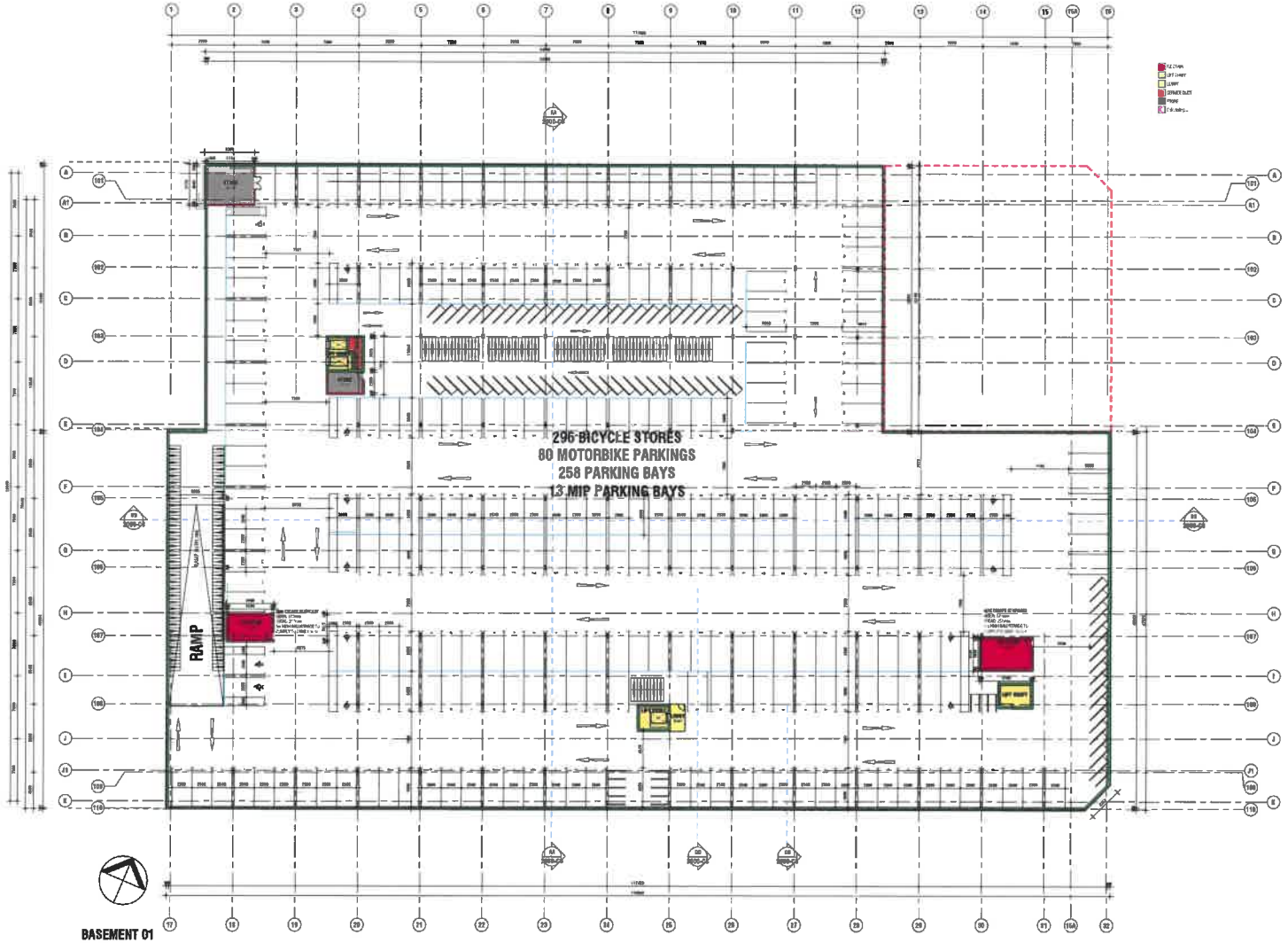
TITLE

SITE PLAN

SCALE: As indicated @ A0

PROJECT	PHASE	DRAWN	SCALE	REVISION
AAZZ	01	AR	0001/CS	H

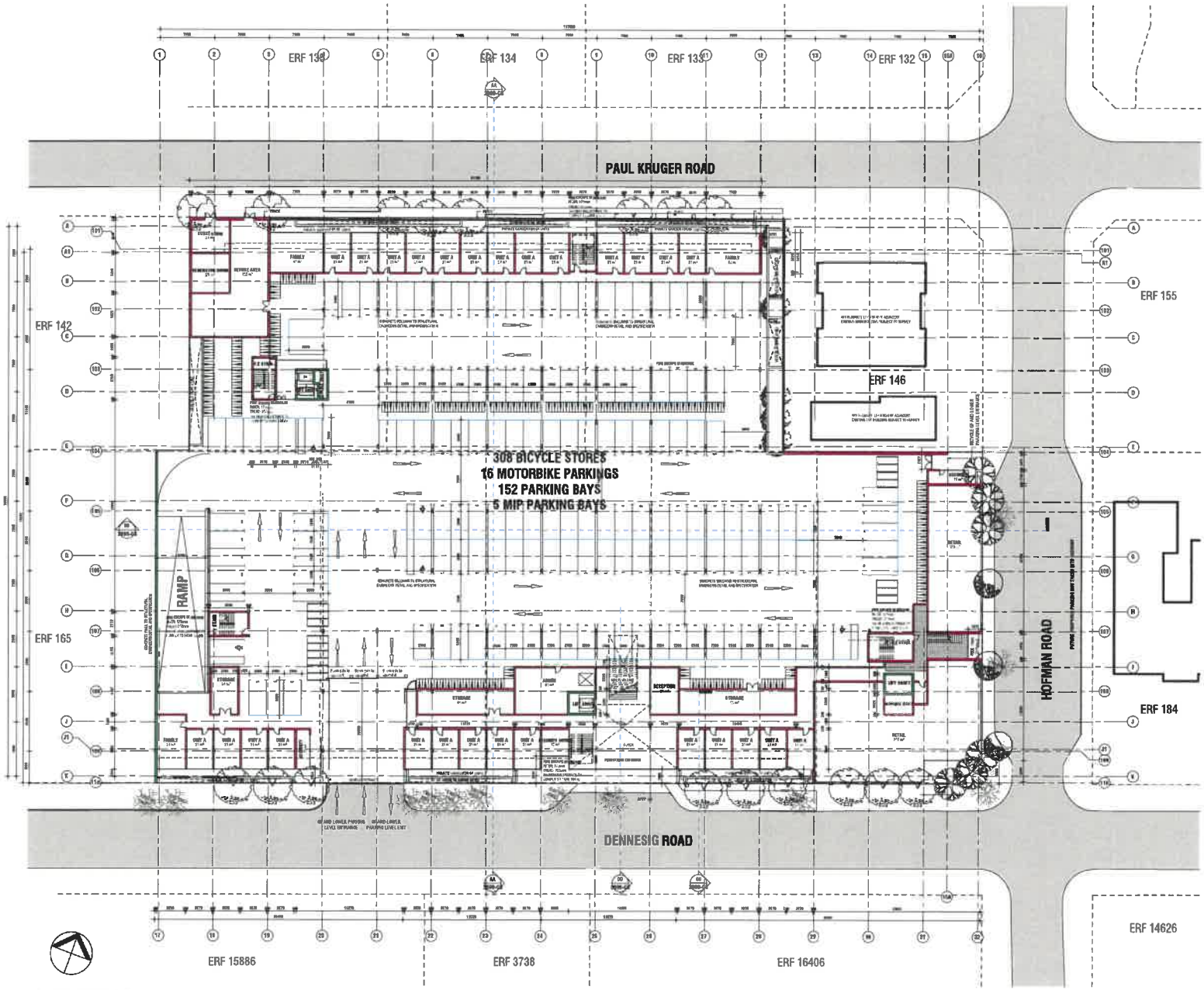
218



BASEMENT 01
SCALE: 1 : 200

Parking Schedule Basement							
Level	Zn	Comments	Count	Bay Grouping (excl. Trolley Bays)	Total Accessible Bays	Overall Total	Mix
B -01 BASEMENT STOREY							
B -01 BASEMENT STOREY	Standard Bay: 5000 x 2500	CAR	316	1	316	470	54,88%
B -01 BASEMENT STOREY	Motor Bike Bay:1000x2500 MOTOR CYCLE PARKING	MOTOR CYCLE	80	4	80	470	8,29%
B -01 BASEMENT STOREY	Disability Impaired Bay - Basement 5000 x 3500	CAR	15	1	15	470	2,72%
B -01 BASEMENT STOREY	Horizontal single stand- Horizontal single stand	BICYCLES	264	8	49	470	13,32%
Grand total			647		349		72,61%

1. All work is to be done in accordance with the National Building Regulations.
2. All materials & requirements are to comply with the relevant SANS, and in case of the specified amount not ... then where applicable the Association of Consulting Engineers of South Africa (ACESA) Standard Conditions of Agreement for Professional Services and Schedule of Recommended Professional Fees for professional services rendered in terms of ... and where applicable ... then standard terms ...
3. The contractor shall at all times adhere and comply with the provisions of the Occupational Health and Safety Act 1993 (Act No 85 of 1993) and its regulations (Government Notice R 1010 of 1993) as amended from time to time.
4. The contractor shall provide, maintain and keep in a safe, ... clean and ... condition all ... and ... as ... by the ... and ... from time to time ... and ... on the ... and ... of the ... and ... and ... and



GROUND FLOOR PLAN
SCALE: 1 : 200

Residential Parking Schedule Ground Floor (12 Retail Parking Bays excluded)						
Level	Comments	Count	Bay Grouping (RESIDENTIAL UNITS)	Total Accessible Bays	Overall Total	Bay %
GROUND STOREY						
GROUND STOREY	STUDIO/BACHELOR	132	0	132	0.0	86.84%
GROUND STOREY	1 BEDROOM UNIT	12	0	4	0.0	7.89%
GROUND STOREY	2 BEDROOM UNIT	5	0	5	0.0	3.29%
GROUND STOREY	Grand Total:	309	0	61	0.0	19.92%

GENERAL

1. All work is to be done in accordance with the latest and latest applicable regulations.
2. All materials and workmanship are to comply with the relevant S.A.B.S. code of practice specified elsewhere and / or where applicable in the Architectural Specifications. Where such a code of practice is not specified, the materials and workmanship are to be of a standard that is in accordance with the requirements of the Architectural Specifications or as required by the Architect.
3. The contractor shall at all times be responsible for the safety of the construction site and shall comply with the requirements of the Occupational Health and Safety Act 1993 (Act No 85 of 1993) and the regulations published in terms of that Act.
4. The contractor shall be responsible for the setting out of the building and shall verify all dimensions on site before commencement of any work.
5. The contractor shall be responsible for the provision of adequate temporary shoring and bracing as required to support and protect excavations, adjacent structures and services.
6. All portions of the works not to be carried out by subcontract shall be executed by workmen employed directly by the contractor and no portion shall be sublet without the written consent of the Architect.
7. This drawing is to be read in conjunction with all other relevant drawings, schedules and specifications prepared by the Architect and all other consultants relevant to this project.
8. All portions of the works not to be carried out by subcontract shall be executed by workmen employed directly by the contractor and no portion shall be sublet without the written consent of the Architect.
9. This drawing is not to be scaled, figured dimensions to be taken in preference to scaled dimensions.
10. All dimensions and levels must be confirmed on site by the contractor prior to building work commencing.
11. All work to be executed by competent persons, qualified for the work involved.

NOTE: THIS DRAWING IS NOT TO BE USED FOR CONSTRUCTION PURPOSES UNLESS SIGNED BY THE ARCHITECT.

FIRE NOTES:

1. OCCUPANCY CLASSIFICATION: R1
2. ALL WORK TO COMPLY WITH SANS 10400 - 2011 PART T.

CLAUSE:

- 4.2 SAFETY DISTANCES
- 4.35 HYDRANTS
- 4.64 ACCESS FOR FIRE-FIGHTING AND RESCUE PURPOSES

UNIT AGENT ON GROUND STOREY			
Level	Type	Count	Name

KEY PLAN

REVISIONS

REV	Date	Drawn	DESCRIPTION
A	2021-05-28	RM	TOWN PLANNING SUBMISSION
B	2021-06-28	RM	TOWN PLANNING SUBMISSION
C	2021-08-20	RM	TOWN PLANNING SUBMISSION
D	2021-10-22	RM	TOWN PLANNING SUBMISSION
E	2021-12-02	RM	TOWN PLANNING SUBMISSION
F	2022-04-07	RM	TOWN PLANNING SUBMISSION
G	2022-04-14	RM	TOWN PLANNING SUBMISSION

SIGNATURES

CLIENT	ARCHITECT
ENGINEER	ENGINEER

Boogertman + Partners

PROJECT

DENNESIG

Bellsmallow 94 (PTY) Ltd

ERF 143-145 & 169-179
CO DENNESIG & HOFMAN ROAD,
STELLENBOSCH, 7599

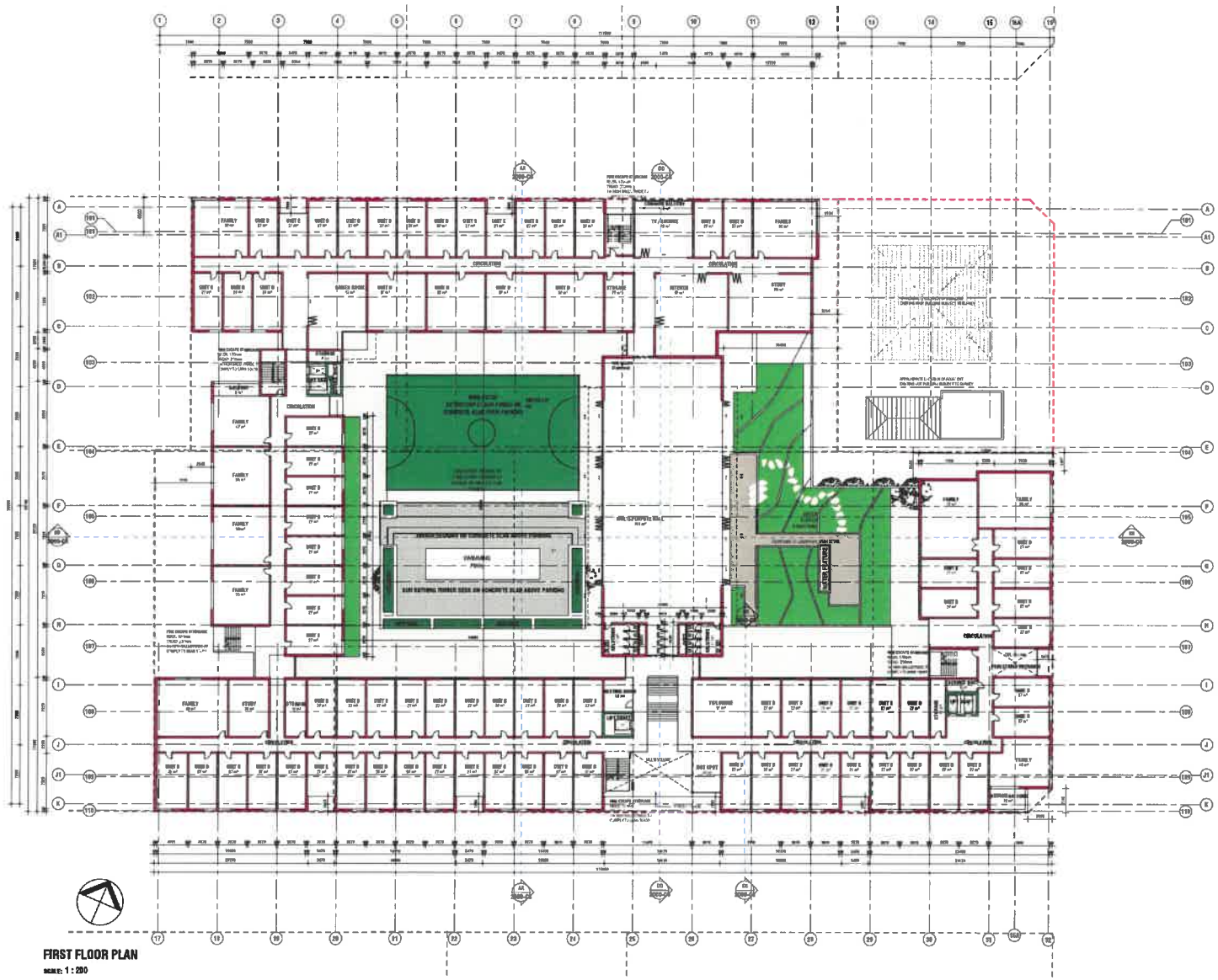
TITLE

GROUND STOREY PLAN

SCALE: 1 : 200 @ A0

JOB NO	DRAWING NO	REVISION
2122	01 AR 1201-GS	B

220



FIRST FLOOR PLAN
SCALE: 1 : 200

...All work to be done in accordance with the National Building Regulations
2. All materials & installations are to comply with the relevant SABS Codes of Practice and Specifications. Where reference is made to a particular standard, it shall be deemed to include any amendment thereto or revision thereof. Certificates of Quality shall be furnished for all such materials as may be required by the Local Authority or the Engineer.
3. The contractor shall at all times comply with the relevant requirements of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and the Construction Regulations, 2003 and any subsequent amendments thereto.
4. The contractor shall be responsible for the setting out of the works and for the correctness of all levels and dimensions and shall verify all dimensions and levels on site before commencing with any work. Any discrepancies shall be reported to the Architect before proceeding with the work.
5. All workmanship and materials are to be guaranteed for a period of 3 months after completion of the contract.
6. All setting out of the works will be the responsibility of a registered land surveyor.
7. The drawings are not to be scaled. Figured dimensions are to be strictly adhered to. All dimensions are in millimeters unless otherwise stated.
8. All dimensions and levels must be checked on site before any work is put in hand.
9. All work to be carried out by workmanship generally accepted for the trade concerned.
10. The drawings are copyright and remain the property of the Architect and may not be used or reproduced without permission.
11. UNDER THE COMPANY LAW ACT OF S.A. 2010 (ACT 71 OF 2008) AND THE PROMOTION OF ACCESS TO INFORMATION ACT, 2000 (ACT 2 OF 2000) AS AMENDED, THE COMPANY OR ANY PERSON ACTING ON BEHALF OF THE COMPANY IS OBLIGED TO MAKE CERTAIN INFORMATION AVAILABLE ON REQUEST. MANUAL AVAILABLE ON REQUEST. ALL RIGHTS RESERVED.

FIRE NOTES:

1. OCCUPANCY CLASSIFICATION: G1
2. A.L. WORK TO COMPLY WITH SANS 10400 - 2011 PART T.

CLAUSE:

- 4.2 SAFETY DISTANCES
- 4.35 HYDRANTS
- 4.64 ACCESS FOR FIRE-FIGHTING AND RESCUE PURPOSES

UNIT COUNT 01 FIRST STOREY

Level	Type	Count	Name

NOTE:
ALL UNIT TYPES ARE INTERCHANGEABLE

GENERAL

KEY PLAN

221

REVISIONS

NO	DATE	BY	DESCRIPTION
1	2019.04.01	MM	TOWN PLANNING SUBMISSION
2	2019.05.01	MM	TOWN PLANNING AMENDMENTS
3	2019.06.06	MM	STORMWATER PANEL PLANNING AMENDMENTS
			TOWN PLANNING SUBMISSION AMENDMENT
4	2019.11.04	MM	TOWN PLANNING AMENDMENTS

SIGNATURES

CLIENT	ARCHITECT
ENGINEER	ENGINEER

Baagertman Partners

PROJECT

DENNEBIG

Suikerkoffie 54 (PTY) Ltd

ERF 143-145 & 168-170
CO DORNIERS & HOFMAN ROAD,
STELLENBOSCH, 7599

TITLE

FIRST STOREY PLAN

SCALE: 1 : 200 @ A3

PROJECT NO	PHASE	DRAWING NO	REVISION
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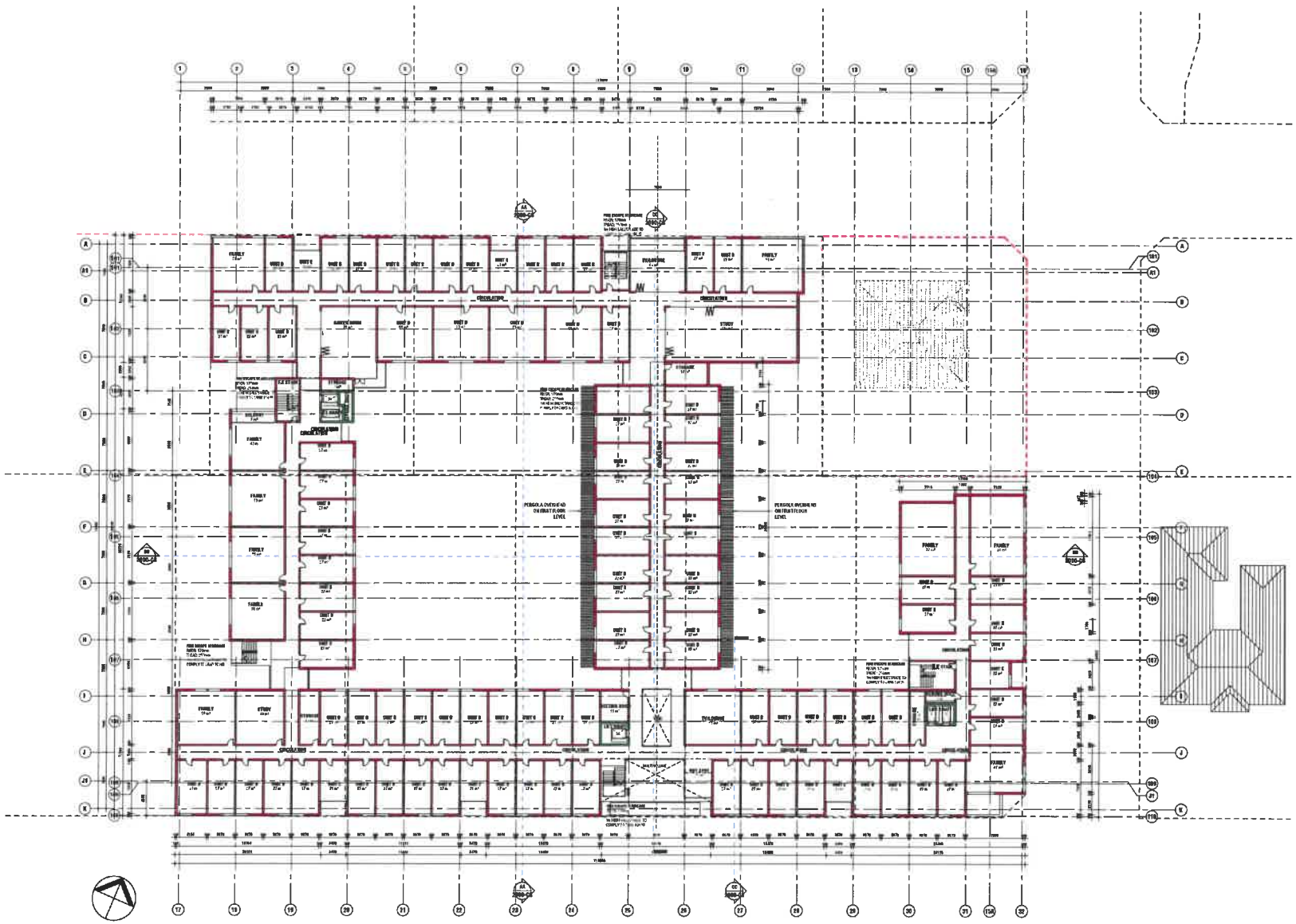

SECOND FLOOR PLAN

SCALE: 1 : 200

FIRE NOTES:

1. OCCUPANCY CLASSIFICATION: G1
2. ALL WORK TO COMPLY WITH SANS 10400 - 2011 PART T.

CLAUSE,

- 4.2 SAFETY DISTANCES
- 4.25 HYDRANTS
- 4.34 ACCESS FOR FIRE-FIGHTING AND RESCUE PURPOSES

UNIT COUNT 02 SECOND STOREY

Level	Type	Count	Name
	AAZZ-01-UNIT-D-CENTRAL.rvt	14	
	AAZZ-01-UNIT-A-CENTRAL.rvt	10	
	AAZZ-01-UNIT-E-CENTRAL.rvt	16	
	AAZZ-01-UNIT-B-CENTRAL.rvt	10	
	AAZZ-01-UNIT-C-CENTRAL.rvt	42	
	AAZZ-01-UNIT-L-CENTRAL.rvt	11	
	AAZZ-01-UNIT-F-CENTRAL.rvt	42	
	AAZZ-01-UNIT-J-CENTRAL.rvt	10	
	AAZZ-01-UNIT-G-CENTRAL.rvt	21	
	AAZZ-01-UNIT-I-CENTRAL.rvt	12	
	AAZZ-01-UNIT-K-CENTRAL.rvt	29	
	AAZZ-01-UNIT-H-CENTRAL.rvt	47	
	04720 DENNE 055 RESIDENTIAL DETAILS.rvt	1	CONTEXT
	AAZZ-01-DENNE 055 BLOCK 1-CENTRAL.rvt	1	917
	AAZZ-01-DENNE 055 BLOCK 2-CENTRAL.rvt	1	918
	AAZZ-01-DENNE 055 BLOCK 3-CENTRAL.rvt	1	919
	AAZZ-01-DENNE 055 BLOCK 4-CENTRAL.rvt	1	920
		446	
		446	

NOTE:
ALL UNIT TYPES ARE INTERCHANGEABLE

GENERAL

KEY PLAN

REVISIONS

NO	DATE	DRAWN	REVISION
0	2023-03-07	MM	PRELIMINARY APPLICATION
1	2023-04-03	MM	PRELIMINARY APPLICATION
2	2023-04-20	MM	PRELIMINARY APPLICATION
3	2023-05-09	MM	PRELIMINARY APPLICATION
4	2023-06-06	MM	PRELIMINARY APPLICATION
5	2023-06-20	MM	PRELIMINARY APPLICATION
6	2023-07-04	MM	PRELIMINARY APPLICATION
7	2023-07-18	MM	PRELIMINARY APPLICATION
8	2023-08-01	MM	PRELIMINARY APPLICATION
9	2023-08-15	MM	PRELIMINARY APPLICATION
10	2023-08-29	MM	PRELIMINARY APPLICATION
11	2023-09-12	MM	PRELIMINARY APPLICATION
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13	2023-10-10	MM	PRELIMINARY APPLICATION
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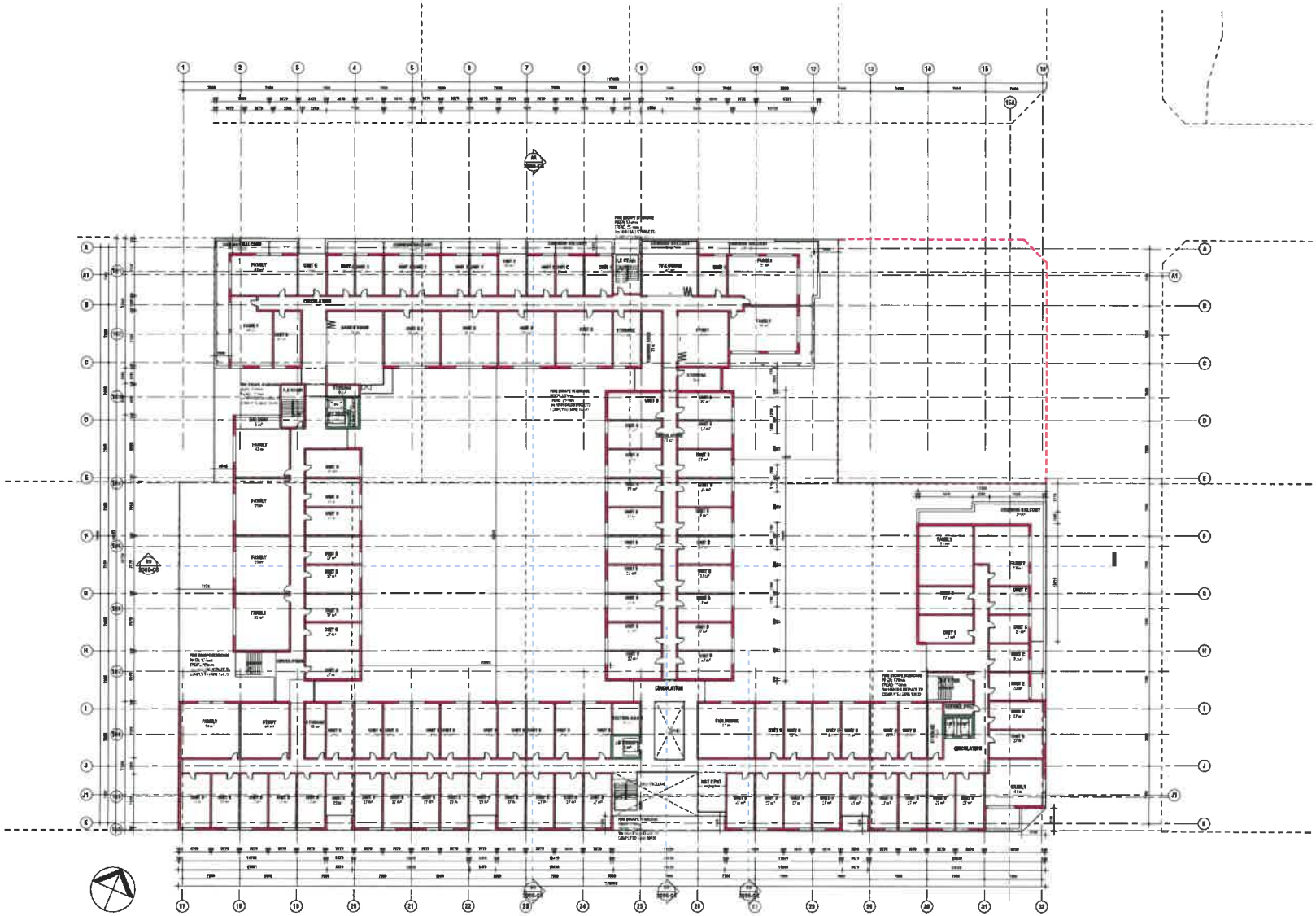
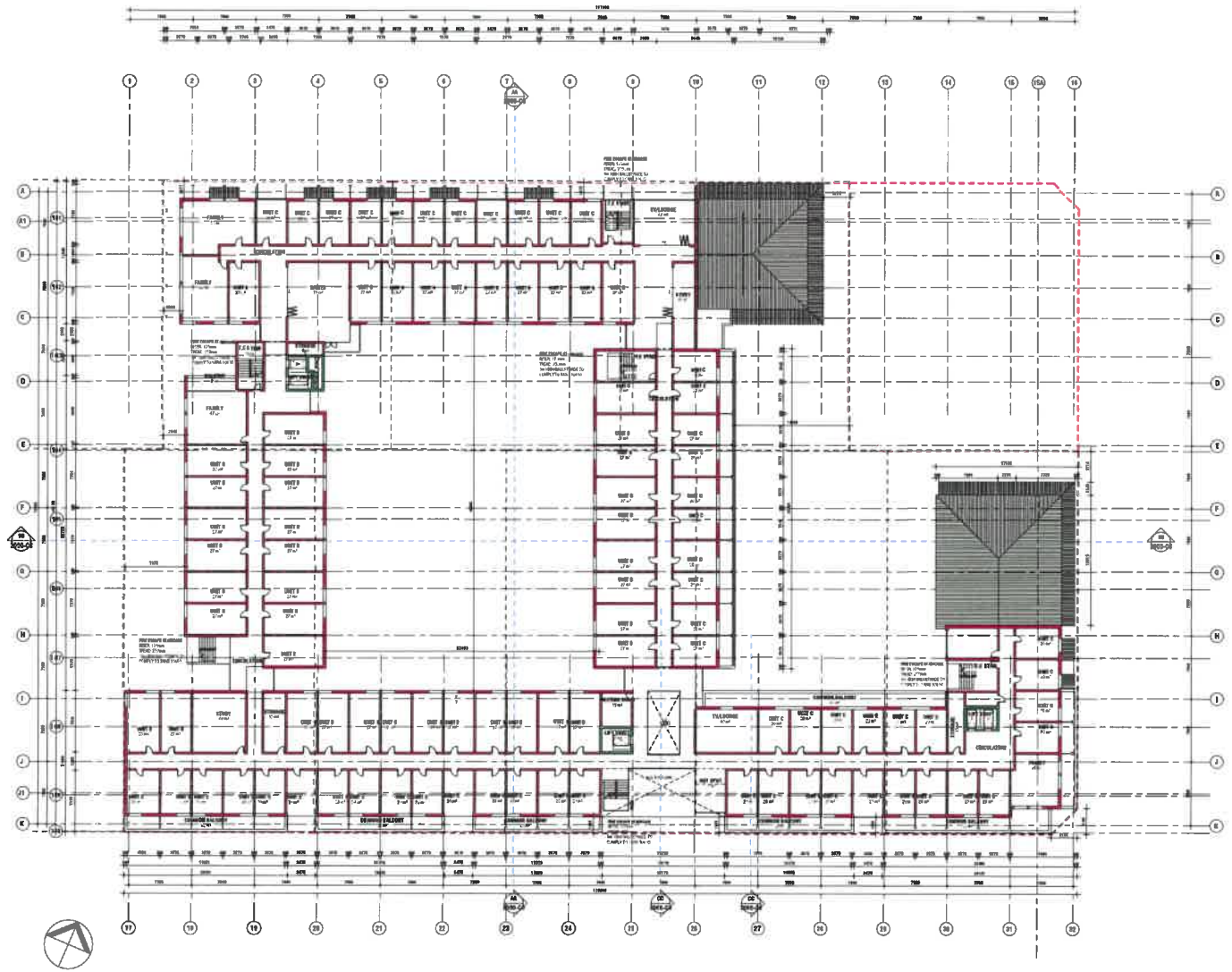


THIRD FLOOR PLAN

SCALE: 1 : 200

1. All built to be done in accordance with the National building Regulations
2. All materials and workmanship are to comply with the relevant S.A.B.S. codes and / or the specified clauses and ... where all are applicable in the absence of and specifications. Where rates, ... are not specified, the best practice is to be used. Only ... are to be used. Builder and Contractors ... responsible to ... the requirements of all authorities governing ... to be ... by-laws ... and / or amended ... the ... as amended.
3. The owner ... or ... is to ... at all times ... and ... comply with the ... of the Occupational Health and Safety Act 1993 (Act No 85 of 1993) and ... regulations ... promulgated in terms of that ... and ... the ... Act 1997 (Act No 130 of 1997).
4. The contractor shall on site, ... and ... a suitably ... sign ... the client's ... and ... shall ... and ... in ... terms with SABS ... (latest ...). ... or be ... of the ... Architect shall ... in ... terms with SABS ... (latest ...), and / or be ... of the ... Architect. Shall all ... details and ... shall ... shall ... the ... Architect ... the ... of the ... of the ... which ... be ... by the ... Architect ... the ... of the ... of the ... which ... be ... by the ... Architect ... the ... of the ... of the ... which ... be ... by



FOURTH FLOOR PLAN

SCALE: 1 : 200

GENERAL

1. All work to be done in accordance with the National Building Regulations
2. All materials and workmanship are to comply with the relevant S.A.B.S. and C.S.I.R. specifications and recommendations. Where applicable also in accordance with the Agrément Certificate and the requirements of the manufacturer or supplier. Any departure from these specifications must be approved by the Architect before implementation.
3. The contractor shall be responsible for the setting out of the works and shall verify all dimensions on site before commencing any work or preparing any shop drawings. Any discrepancies are to be reported to the Architect immediately.
4. The contractor is to provide adequate temporary shoring and bracing to all parts of the works as may be necessary to ensure the stability and safety of the structure during construction. The contractor shall be responsible for the stability and safety of the works and all methods in connection therewith, and shall take all precautions necessary to prevent any movement or collapse of the structure or any part thereof during the progress of the works.
5. All materials and workmanship are to be in accordance with the National Building Regulations.
6. The drawings are not to be scaled. Figured dimensions are to be taken.
7. All dimensions and levels must be checked on site by the contractor before any work is put in hand.
8. All work to be executed by competent persons qualified for the purpose.
9. The contractor is responsible for ensuring that the provisions of the Occupational Health and Safety Act 85 of 1993 are complied with at all times.
10. All dimensions are in millimetres unless otherwise stated.
11. ALL STORMWATER WASTE AND SOIL PIPES SHALL BE CONNECTED TO THE MUNICIPAL STORMWATER SYSTEM. ALL STORMWATER DOWNPIPES SHALL BE CONNECTED TO THE MUNICIPAL STORMWATER SYSTEM. ALL WORK SHALL COMPLY WITH THE REQUIREMENTS OF THE LOCAL AUTHORITY.

FIRE NOTES:

1. OCCUPANCY CLASSIFICATION: 01
2. ALL WORK TO COMPLY WITH SANS 10400 - 2011 PART T.

CLAUSE:

- 4.2 SAFETY DISTANCES
- 4.25 HYDRANTS
- 4.34 ACCESS FOR FIREFIGHTING AND RESCUE PURPOSES

UNIT COUNT 04 FOURTH STOREY

Level	Type	Count	Name

NOTE:
ALL UNIT TYPES ARE INTERCHANGEABLE

KEY PLAN

REVISIONS

NO	DATE	DRAWN	DESCRIPTION
A	2014-09-01	MM	ISSUE FOR TOWN PLANNING APPLICATION
B	2014-09-30	MM	ISSUE FOR TOWN PLANNING APPLICATION
C	2014-10-30	MM	ISSUE FOR TOWN PLANNING APPLICATION
D	2014-11-21	MM	ISSUE FOR TOWN PLANNING APPLICATION

SIGNATURES

CLIENT	ARCHITECT
ENGINEER	

Boogertman + Partners

PROJECT

DENNESIG

Buffelhelico 54 (PTY) Ltd

ERF 143-145 & 168-170
CD DENNESIG & HOFMAN ROAD,
STELLENBOSCH, 7599

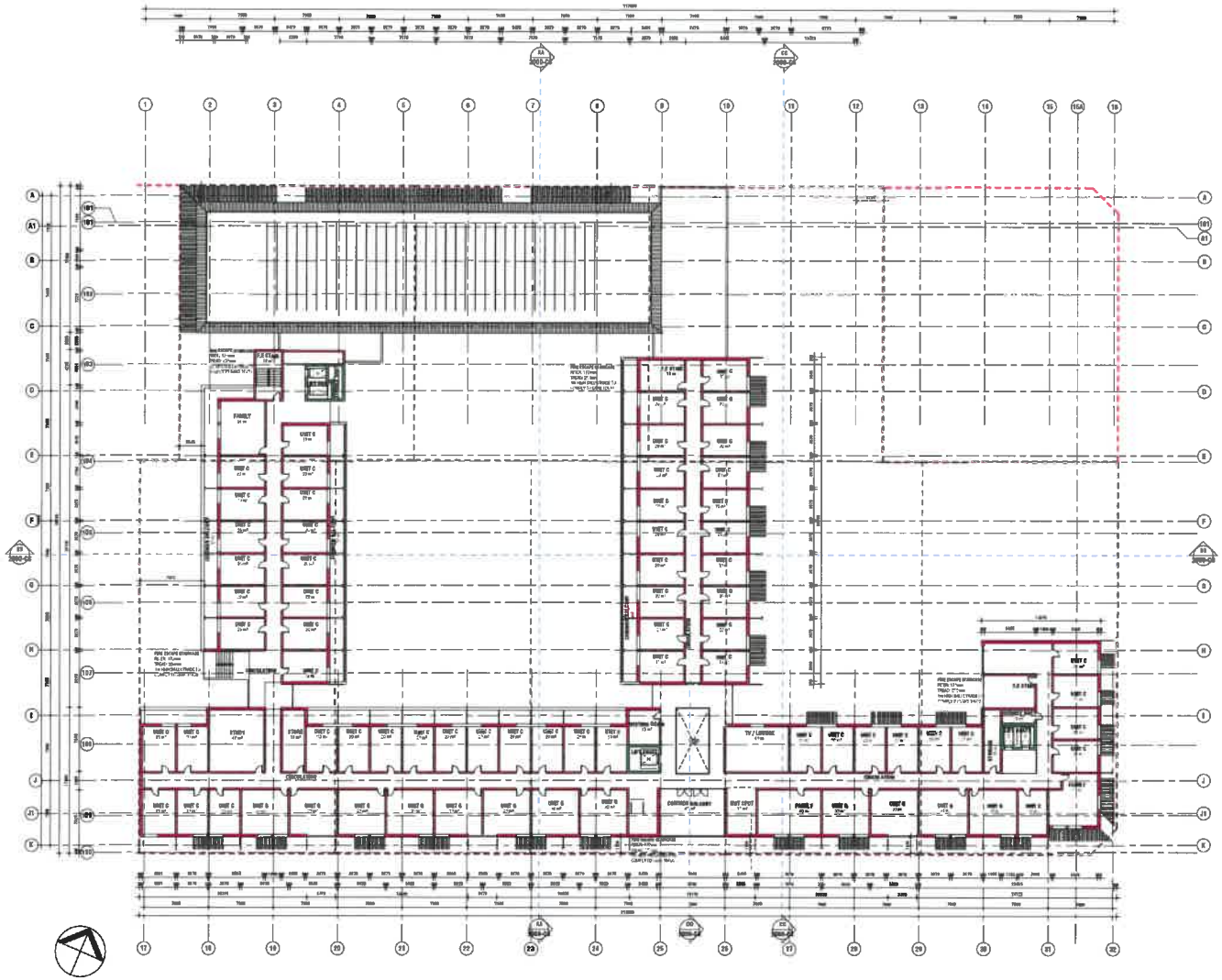
TITLE

FOURTH STOREY PLAN

SCALE: 1 : 200 @ A0

PROJECT NO	PHASE	SHEET NO	REVISION	DRAWING NO	REVISION
AAZZ	01	AR		1205-CS	D

224



FIFTH FLOOR PLAN
SCALE: 1 : 200

1. All work is to be done in accordance with the local building regulations.
2. All materials and workmanship are to comply with the relevant SABS, SANS and other specifications read in conjunction with the architect's drawings and specifications. Where applicable, the manufacturer's instructions must be followed. Where no specification is given, the best practice in the trade is to be followed. Any discrepancies in the drawings are to be referred to the architect before proceeding with the work.
3. The contractor shall be responsible for all work executed under the supervision of any nominated or other sub-contractors employed by him.
4. The contractor shall set out the structure and be responsible for the correctness of all dimensions, levels and alignments. In case of discrepancy between figured and scaled dimensions, figured dimensions shall be taken as correct.
5. The contractor shall verify all dimensions on site before commencing any work or preparing any shop drawings. Any discrepancies must be reported to the architect before proceeding with the work.
6. All dimensions are in millimetres unless otherwise stated.
7. All dimensions and levels must be checked on site before the manufacture of any building components.
8. All work to be executed by competent tradesmen and finished in a proper and workmanlike manner.

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FIRE NOTES:

1. OCCUPANCY CLASSIFICATION: G1
2. ALL WORK TO COMPLY WITH SANS 10400 - 2011 PART T.

CLAUSE:

- 4.2 SAFETY DISTANCES
- 4.3/5 HYDRANTS
- 4.6/4 ACCESS FOR FIRE-FIGHTING AND RESCUE PURPOSES

UNIT COUNT 05 FIFTH STOREY

Level	Type	Count	Name

NOTE:
ALL UNIT TYPES ARE INTERCHANGEABLE

GENERAL

KEY PLAN

225

REVISIONS

REV	DATE	DRAWN	DESCRIPTION
A	2019-09-27	MM	1st Submission application
B	2019-10-01	MM	Update
C	2019-10-24	MM	Update
D	2019-11-08	MM	Update

SIGNATURES

CLIENT	ARCHITECT
ENGINEER	ENGINEER

Boogertman Partners

PROJECT

DENNESIG

Stellenbosch 54 (PTY) Ltd

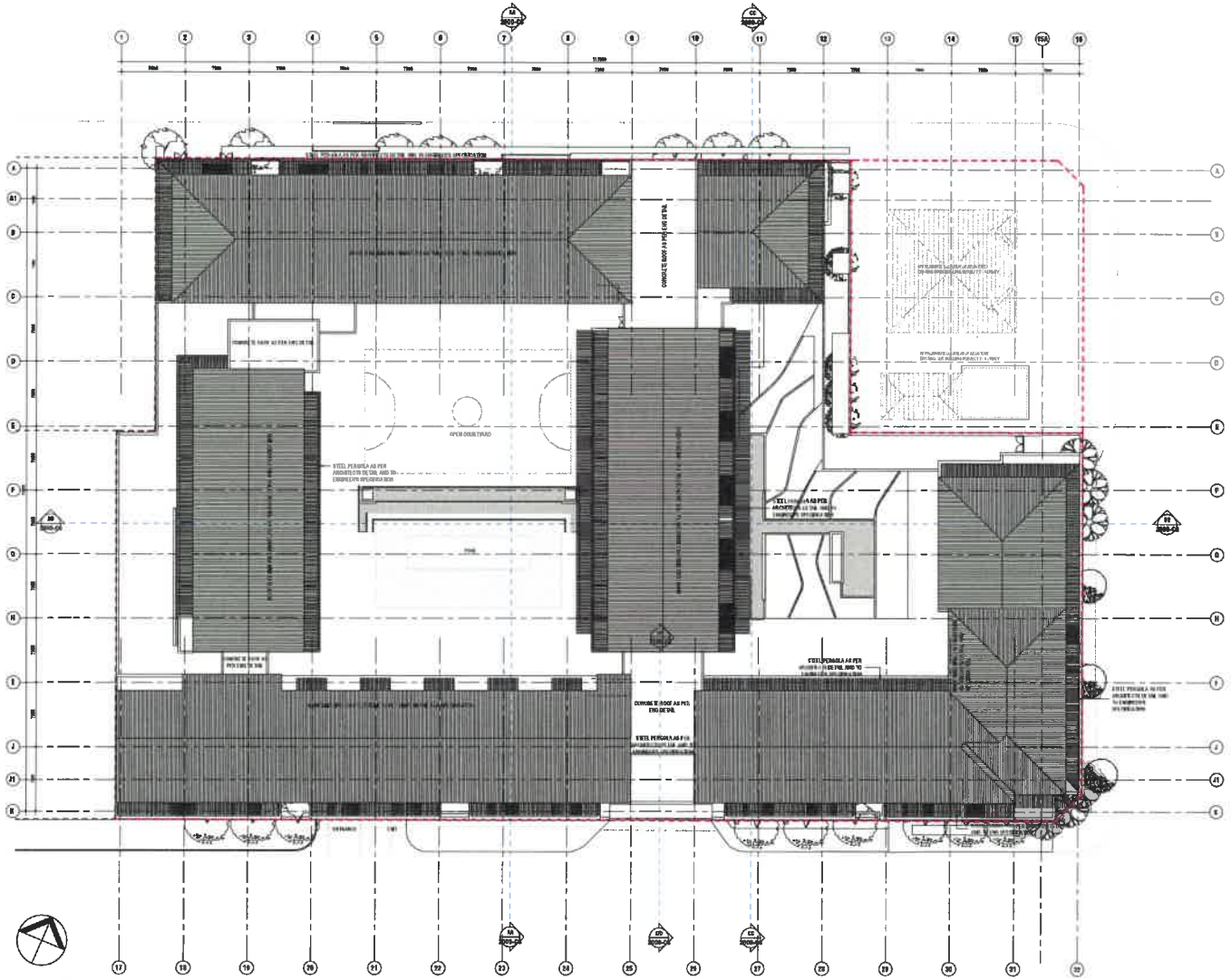
ERF 169-145 & 169-170
CO DENNESIG & HOFMAN ROAD,
STELLENBOSCH, 7599

TITLE

FIFTH STOREY PLAN

SCALE: 1 : 200 @ A0

PROJECT	PHASE	DRAWN BY	FLOOR / SECTION	REVISION
AXZZ	01	AR	1209-C5	D



05 Roof Plan
scale: 1 : 200

1. All work to be done in accordance with the National Building Regulations.
2. All materials and workmanship are to comply with the relevant S.A.B.S. codes and/or the specifications. Where there is no applicable S.A.B.S. code, the materials and workmanship are to be of the best South Australian standard in the respective trades and must be approved by the Architect before use.
3. The contractor shall on all aspects of the works comply with the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and the Construction Regulations, 2003 in terms of the Occupational Health and Safety Act, as Amended and Published in Government Gazette No R.1010 dated 18 July 2003.
4. The contractor is to set up, document and maintain a quality assurance system, in accordance with SANS 9001(ISO 9001), while in the process of the construction up to the final hand over. Proof of this shall be submitted to the Architect before the first payment certificate is issued.
5. All workmanship and materials shall be in accordance with SANS 0400 and is to conform to the recommendations contained in the SANS 10400 Parts A to X unless otherwise specified or noted otherwise.
6. The drawings must be read in conjunction with all the relevant drawings, schedules and specifications from Nº 1 and all other applicable relevant to the project.
7. All builders work in connection with the services or any part thereof is to be done in accordance with the National Building Regulations.

1. The drawings are to be read, if given, in conjunction with all other relevant documents.
All dimensions are to be checked on site before setting out.
2. All dimensions and levels must be checked on site by the contractor before anything is built.
3. All work to be executed by competent persons qualified for the particular work.
4. The drawings or any part thereof may not be used for the purpose of a "working" - Part Nº 1 of 21 sets

11. NOTE THIS DRAWING MAY BE ONLY ONE SECTION OF A SET OF WORKING DRAWINGS. PARTICULARS OF DIMENSIONS, SIZES, LOCATIONS, ETC. ON ANY SINGLE SHEET ARE NOT ALWAYS FULLY SHOWN THEREON. REFER TO ALL OTHER SHEETS.

FIRE NOTES:

1. OCCUPANCY CLASSIFICATION: G1
2. ALL WORK TO COMPLY WITH SANS 10400 - 2011 PART T.

CLAUSE:

- 4.2 SAFETY DISTANCES
- 4.25 HYDRANTS
- 4.64 ACCESS FOR FIRE-FIGHTING AND RESCUE PURPOSES

GENERAL

NOTE:
ALL UNIT TYPES ARE INTERCHANGEABLE

KEY PLAN

226

REVISIONS

REV	DESCRIPTION	BY	DATE
A	SPECIFICATION	BW	
B	TOWN PLANNING APPLICATION	BW	2014-02-28
C	TOWN PLANNING FINAL SUBMISSION	BW	2014-03-28
D	TOWN PLANNING ADDENDUM PACKAGE	BW	

SIGNATURES

CLIENT	ARCHITECT
	STEFAN BOOGERTMAN PRPP
ENGINEER	ENGINEER

Boogertman + Partners

PROJECT

DENNEBIG

FOR

Buffelsdrift 54 (PTY) Ltd

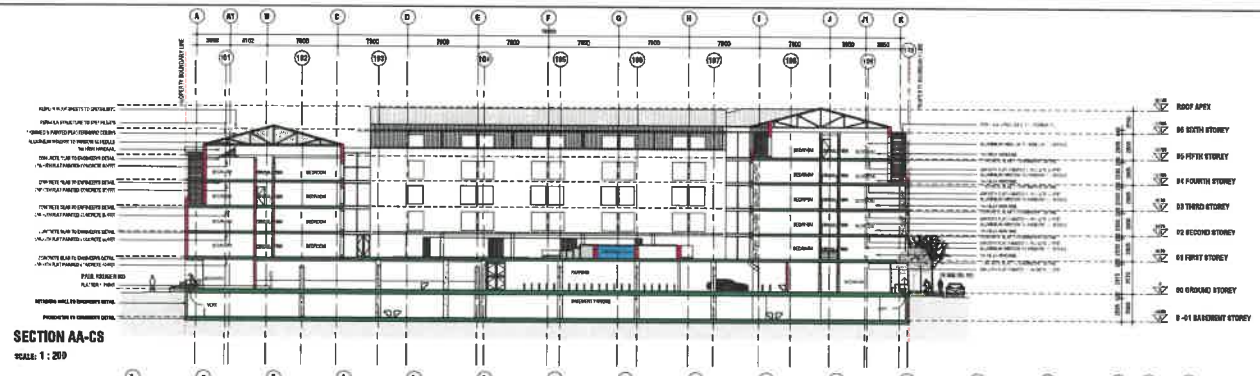
ERF 143-145 & 166-170
CO DENNEBIG & HOFMANN ROAD,
STELLENBOSCH, 7599

TITLE

ROOF PLAN

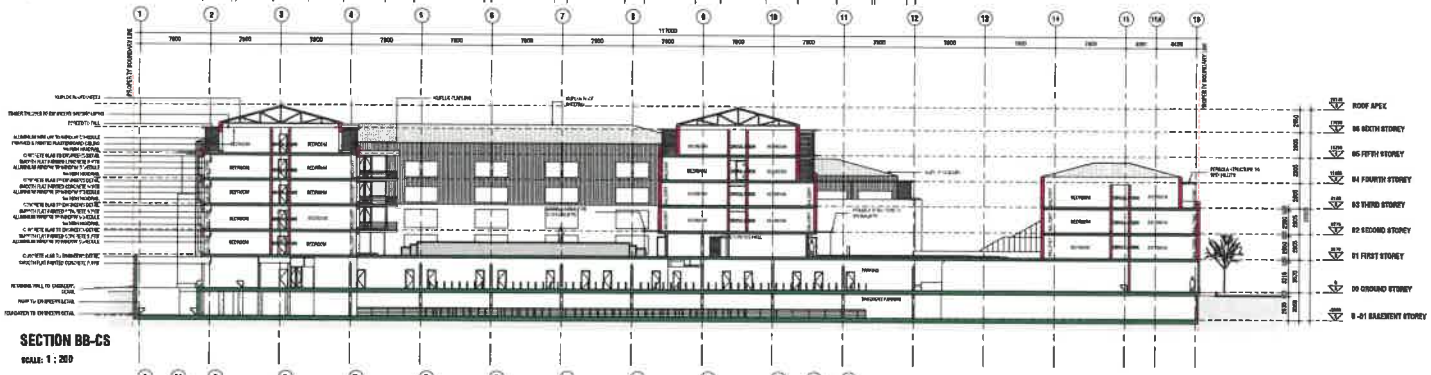
SCALE: 1 : 200 @ A0

STAGE	DRAWING NO.	REVISION
AAZZ 01	AR 1297-CS	B



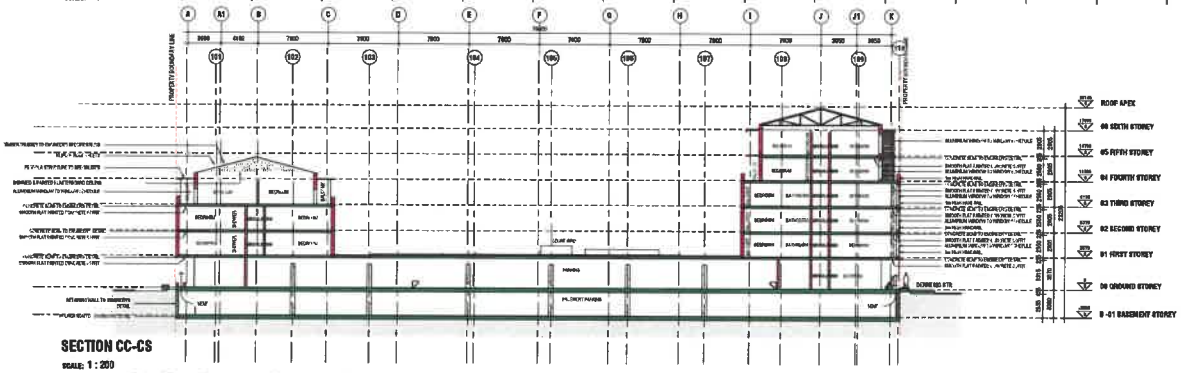
SECTION AA-CS

SCALE: 1 : 200



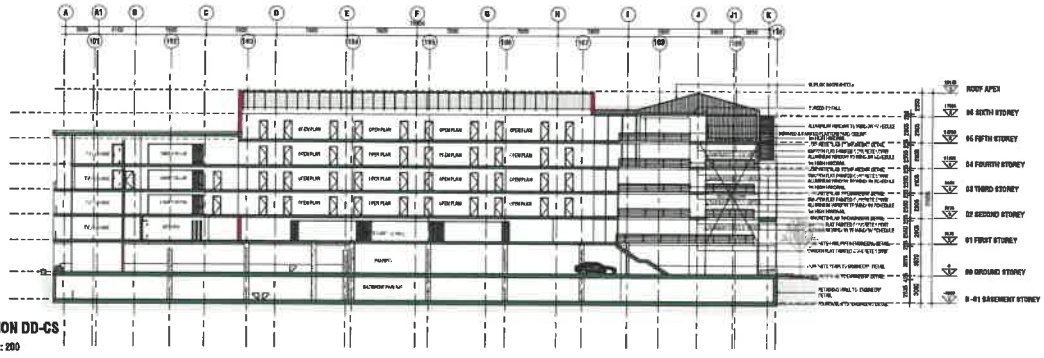
SECTION BB-CS

SCALE: 1 : 200



SECTION CC-CS

SCALE: 1 : 200



SECTION DD-CS

SCALE: 1 : 200

1. All work is to be done in accordance with the latest applicable legislation.
2. All materials and workmanship are to comply with the relevant S.A.B.S., N.B.R., and manufacturers' requirements.
3. Where reference is made to Architectural Drawings, Specifications, Where reference is made to Architectural Contractors Handbook or the Engineers or Architects instructions, this is to be deemed to be the latest edition or revision thereof.
4. This work is to be carried out in accordance with the requirements of the Occupational Health and Safety Act 1993 Act No. 85 of 1993 and Regulations, and deemed to form part of this contract.
5. The contractor shall set up, document and keep in force a safety plan for the duration of the contract. The safety plan shall comply with the Occupational Health and Safety Act 1993 Act No. 85 of 1993 and Regulations, and deemed to form part of this contract.
6. The contractor shall be responsible for the safety of all persons employed on the site and all other persons who may be affected by the contractors activities on site.
7. All portions of the works related to any work or any element of work that is to be done in connection with the design of building services, ...
8. ... are to be sealed. If any ... requirements to be met, ...
9. All dimensions are to be checked on site before ordering or work.
10. All dimensions and levels must be verified on site by the contractor prior to setting out work in hand.
11. All work to be executed by competent persons qualified for the ...
12. The contractor shall ... and maintain the ... work and ... during ...

FIRE NOTES:

1. OCCUPANCY CLASSIFICATION: G1
2. ALL WORK TO COMPLY WITH SANS 10400 - 2011 PART T.

CLAUSE:

- 4.2 SAFETY DISTANCES
- 4.28 HYDRANTS
- 4.54 ACCESS FOR FIRE-FIGHTING AND RESCUE PURPOSES

GENERAL

NOTE:
ALL UNIT TYPES ARE INTERCHANGEABLE

KEY PLAN

REVISIONS

A			
B			
C			
D			
E			

SIGNATURES

CLIENT	ARCHITECT
ENGINEER	ENGINEER

Boogertman + Partners

PROJECT

DENNESIG

Bellzhedice 54 (PTY) Ltd
ERF 143-145 & 166-170
CO DENNESIG & HOFMAN ROAD,
STELLENBOSCH, 7599

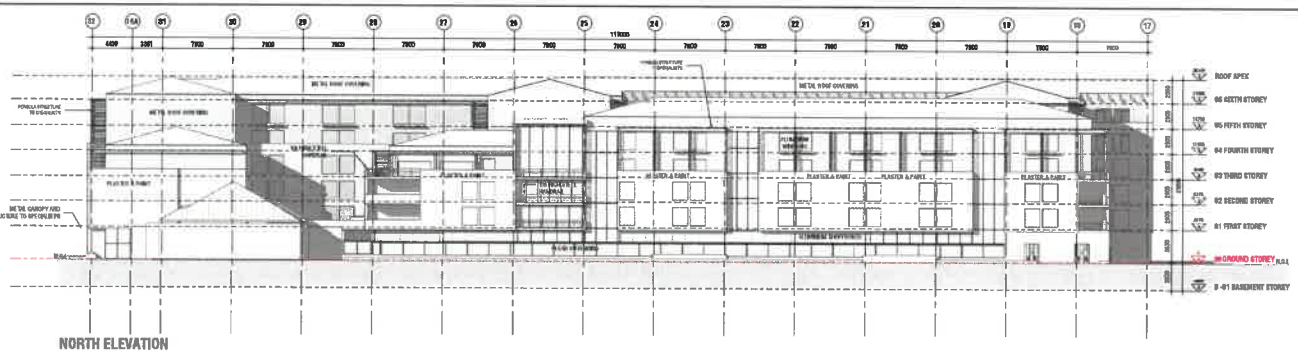
TITLE

SECTIONS

SCALE: 1 : 200 @ A0

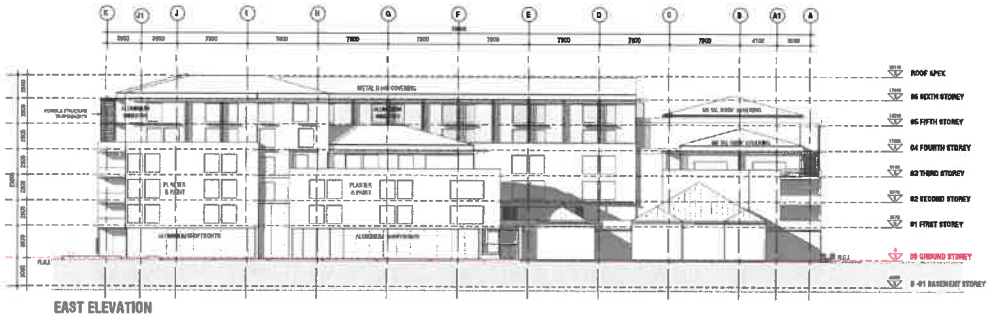
PROJECT	PHASE	SHEET NO.	SUBSHEET NO.	REVISION
AA22	01	AR	2000-CS	C

227



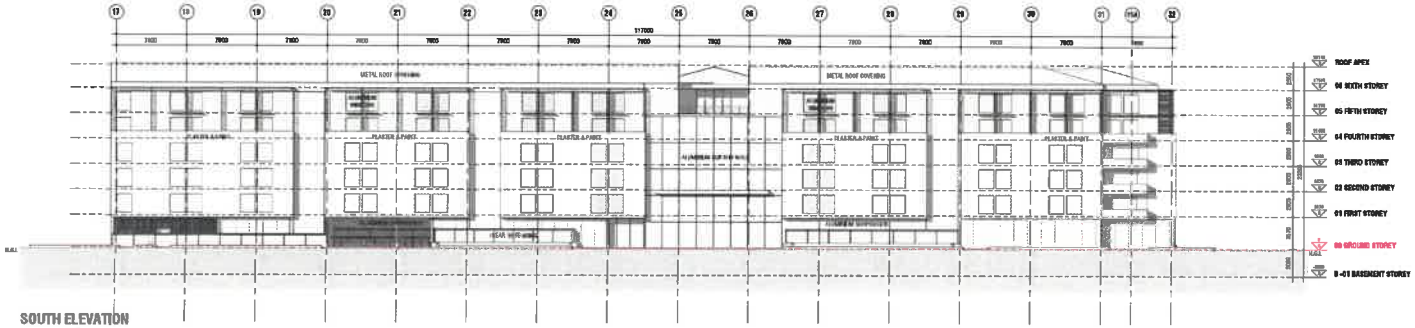
NORTH ELEVATION

SCALE: 1 : 200



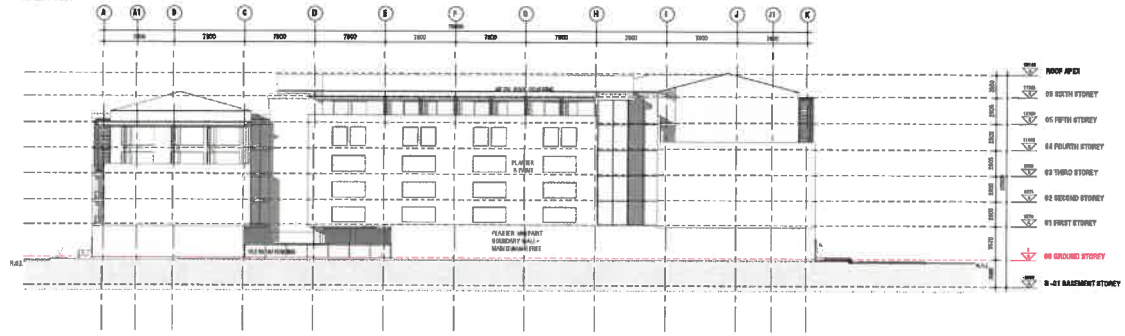
EAST ELEVATION

SCALE: 1 : 200



SOUTH ELEVATION

SCALE: 1 : 200



WEST ELEVATION

SCALE: 1 : 200

1. All work to be done in accordance with the National building Regulations.
2. All materials and workmanship are to comply with the relevant S.A.B.S. codes and the specified prescribed duties where applicable in the Architectural specifications. Where colours, finish / make up and standards, within the specs, are stated or proposed, or Architect Contractor satisfaction is the design adopted, the Architect's decision is final. Where no decision is determined it is considered a "first" run standard for the work.
3. The contractor shall in all respects of the same comply with the provisions of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and any regulations promulgated in terms of that Act, or any amendment, revisionary and Building Statute as at (01).
4. The contractor shall not cut, disconnect and interrupt any utility services (electricity, water, gas, telephone, drainage, etc.) without (01) notice, and in accordance to the requirements of the respective authorities and contractors alike, whatever their authorities may be required of the Specification. Should the Contractor or any of its sub-contractors be confined to the Client's property, he shall not enter upon any adjacent property.
5. The drawing must be read in conjunction with all the relevant drawings, schedules and specifications and all other consultants advice to the project.
6. All portions of the works included in any contract or sub-contract documents to be done in accordance with the Code of Building Practice.
7. The drawing is not to be scaled, if given dimensions to be used, all dimensions are in millimetres unless otherwise noted.
8. All dimensions and levels must be checked on site by the contractor before putting work in hand.
9. All work to be executed by competent persons qualified for the particular trade.
10. The drawing is copyright reserved and remains the property of Boogertman + Partners Architects.

(c) COPYRIGHT RESERVED ALL RIGHTS HELD.

FIRE NOTES:

1. OCCUPANCY CLASSIFICATION: G I
2. ALL WORK TO COMPLY WITH SANS 10400 - 2011 PART T.

CLAUSE:

- 4.2 SAFETY OBSTACLES
- 4.26 HYDRANTS
- 4.64 ACCESS FOR FIRE-FIGHTING AND RESCUE PURPOSES

NOTE:
ALL UNIT TYPES ARE INTERCHANGEABLE

GENERAL

KEY PLAN

REVISIONS

NO	DATE	BY	DESCRIPTION
	29/01/2024		

SIGNATURES

CLIENT	ARCHITECT
ENGINEER	ENGINEER

Boogertman + Partners

PROJECT

Boogertman + Partners
[illegible]

DENNESIG

Stellenbosch 54 (PTY) Ltd

ERF 149-145 & 168-179
CO DENNESIG & HOFMAN ROAD,
STELLENBOSCH, 7599

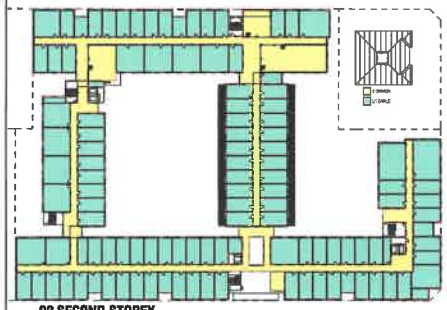
TITLE

ELEVATIONS

SCALE: 1 : 200 @ A0

PROJECT NO.	PHASE	SHEET NO.	ELEMENT / SUBELEMENT	REVISION
AAZZ	01	AR	3000-C8	C

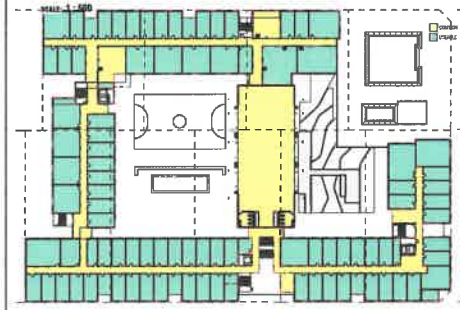
228



02 SECOND STOREY

Area Schedule (GBA)		
Name	Level	Area
	00 GROUND STOREY	6321 m²
	01 FIRST STOREY	2526 m²
	02 SECOND STOREY	5255 m²
	03 THIRD STOREY	5263 m²
	04 FOURTH STOREY	4230 m²
	B -01 BASEMENT STOREY	5263 m²
Grand total		42636 m²

Area Schedule (COVERAGE)		
Name	Area	COVERAGE
COVERAGE	5015 m²	65%
SITE BOUNDARY	7660 m²	100%
	7660 m²	100%



01 FIRST STOREY

SCALE: 1 : 500



05 FIFTH STOREY

SCALE: 1 : 500



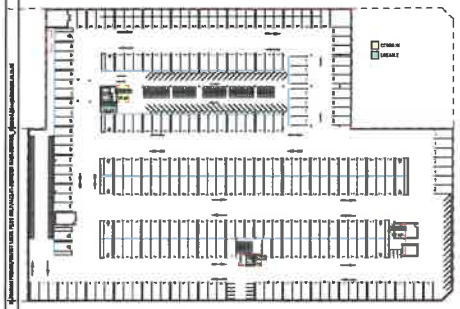
00 GROUND STOREY

SCALE: 1 : 500



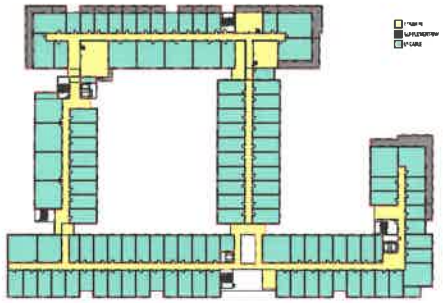
04 FOURTH STOREY

SCALE: 1 : 500



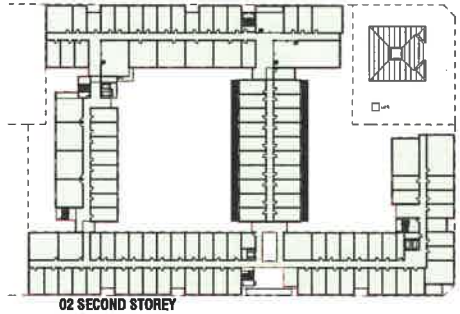
B -01 BASEMENT STOREY

SCALE: 1 : 500



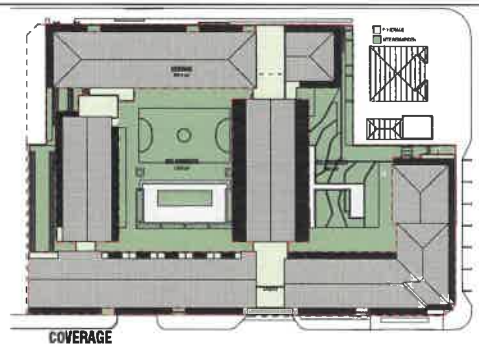
03 THIRD STOREY

SCALE: 1 : 500



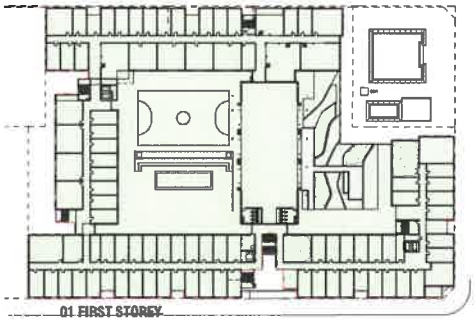
02 SECOND STOREY

SCALE: 1 : 500



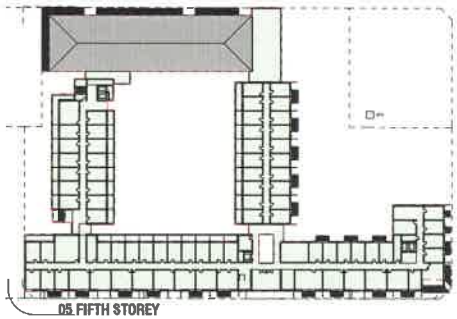
COVERAGE

SCALE: 1 : 500



01 FIRST STOREY

SCALE: 1 : 500



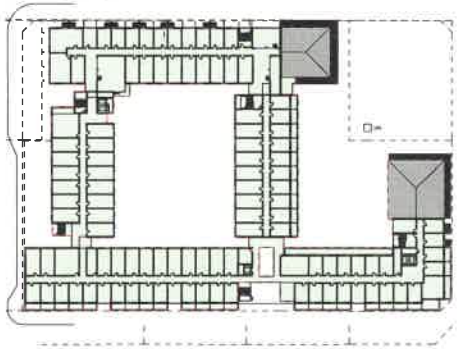
05 FIFTH STOREY

SCALE: 1 : 500



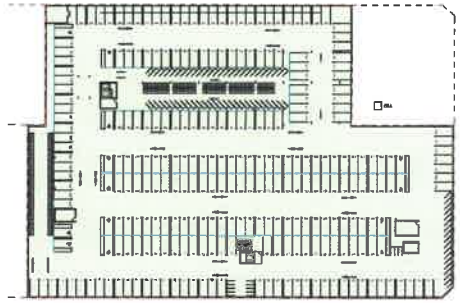
00 GROUND STOREY

SCALE: 1 : 500



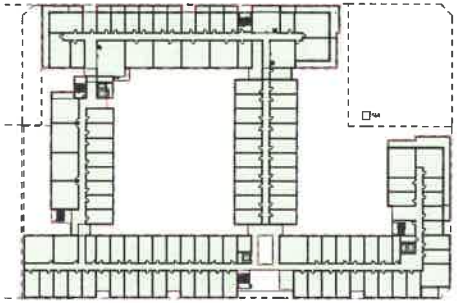
04 FOURTH STOREY

SCALE: 1 : 500



B -01 BASEMENT STOREY

SCALE: 1 : 500



03 THIRD STOREY

SCALE: 1 : 500

1. All work to be done in accordance with the National Building Regulations.
2. All building work is to comply with the relevant SANS 10400 parts and other applicable legislation.
3. The contractor shall at all times be responsible for ensuring that the work complies with the Occupational Health and Safety Act 1993 (Act No 85 of 1993) and its regulations, promulgated in terms thereof.
4. The contractor shall at all times be responsible for ensuring that the work complies with the Construction Regulations, 2003 promulgated in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993).
5. The contractor shall at all times be responsible for ensuring that the work complies with the Environmental Conservation Act, 1989 (Act No 73 of 1989).
6. All dimensions are to be checked on site before any work is put in hand. Any discrepancies are to be reported to the architect.
7. All work to be executed by competent workmen, qualified for the specific trade.
8. The drawings are not to be scaled. If any dimensions are required, they are to be obtained from the architect.

THIS DRAWING IS NOT AN ERA 1 SHEET AND SHOULD BE READ IN CONJUNCTION WITH GODDERTMAN + PARTNERS ARCHITECTURAL SPECIFICATION AND CLIENT/CONSULTANT AGREEMENT.

FIRE NOTES:

1. OCCUPANCY CLASSIFICATION: G1
2. ALL WORK TO COMPLY WITH SANS 10400 - 2011 PART T.

CLAUSE:

- 4.6 SAFETY DISTANCES
- 4.26 HYDRANTS
- 4.54 ACCESS FOR FIRE-FIGHTING AND RESCUE PURPOSES

NOTE:
ALL UNIT TYPES ARE INTERCHANGEABLE

GENERAL

KEY PLAN

REVISIONS

REV	DATE	DRAWN	DESCRIPTION
A	2021-09-23	MM	ISSUE PLANNING APPLICATION
B	2022-11-21	MM	ISSUE FOR DRP

SIGNATURES

CLIENT	ARCHITECT
ENGINEER	ENGINEER

Boogertman + Partners

PROJECT

DENNEBIG

Buffelsdrift 54 (PTY) Ltd

ERF 143-145 & 168-170
CO DENNEBIG & HOFMAN ROAD,
STELLENBOSCH, 7599

TITLE

AREAS

SCALE: 1 : 500 @ A0

PROJECT	PHASE	SUBPHASE	DISCIPLINE	NUMBER	REVISION
AAZZ	01	AR	4500-CS		B

229

ANNEXURE D

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNICIPALITEIT • UMASIPALA • MUNICIPALITY

A. IDENTIFY RESTRICTIVE TITLE CONDITIONS (if any)

Categories		Are there deed restrictions (indicate below)		Title Deed and Clause number if restrictive conditions are found
1.	Use of land	Y	N	T4031/1990: CLAUSE B(1) T4031/1990: CLAUSE B(2) T4031/1990: CLAUSE C(b)
2.	Building lines	Y	N	T4031/1990: CLAUSE C(e)
3.	Height	Y	N	
4.	Number of Dwellings	Y	N	T4031/1990: CLAUSE C(d)
5.	Bulk floor area	Y	N	
6.	Coverage/built upon area	Y	N	T4031/1990: CLAUSE C(d)
7.	Subdivision	Y	N	T4031/1990: CLAUSE C(c)
8.	Servitudes that may be registered over or in favour of the property	Y	N	
9.	Other Restrictive Conditions	Y	N	

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

B. INDICATE AFFECTED PARTIES AS PER TITLE DEED (if any)

[illegible] Land Use Planning By-law (2015) [illegible] from being utilised/developed for the following purposes [illegible]

a.	Organ(s) of State that might have an interest in the restrictive condition	UNKNOWN
b.	A person whose rights or legitimate expectations will be affected by the removal/suspension/amendment of a restriction condition.	UNKNOWN
c.	All persons mentioned in the deed for whose benefit the restrictive condition applies	UNKNOWN

C. PROCESS BY WHICH RELEVANT CONDITIONS WILL BE ADDRESSED

[illegible]

Application in terms of Section 15 of the Stellenbosch Municipal Land Use Planning By-Law (2015)	Notarial Deed of Cancellation (Submit Copy of Signed Agreement)	Action by way of court order (Submit Copy of the Court Order)	If Other, Please Specify

Signed at Potchefstroom (Place) on this 12th (Day) July (Month) of 20 18

Full names and Surname: Chantelle Ludik

Signature: [signature]

PO BOX 20733
NOORDBRUG
2522

PIETER SCHOEMAN PROKUREURS
SHORTSTRAAT 5, POTCHEFSTROOM 2531
Tel: 018 294 3273
Faks: 086 245 6667
E-Pos: pieters@pjalaw.co.za

Tel: 018 294 3273

Cell: 076 906 8035

Email: aktes@pjalaw.co.za

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

CONVEYANCER CERTIFICATE

I/We CHANTELLE LUDIK

(full name and surname)

Practising at:

PIETER SCHOEMAN ATTORNEYS

5 SHORT STREET, POTCHEFSTROOM,2531

(postal address of practice)

In respect of:

ERF 167 STELLENBOSCH

MUNISIPALITEIT EN AFDELING STELLENBOSCH

WES-KAAP PROVINSIE

GROOT: 1 115 (EEN DUISEND EEN HONDERD EN VYFTIEN) VIERKANTE METER

(property description)

Hereby certify that a search was conducted in the Deeds Registry, regarding the said property (ies) (including both current and earlier title deeds/pivot deeds/deeds of transfer):

1. DEED OF TRANSFER T10062/1931
2. DEED OF TRANSFER T65369/2010
3. COVERING MORTGAGE BOND B33529/2017
4. .....
5. .....
6. .....
7. .....
8. .....

(number and date)

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNICIPALITEIT • UMASIPALA • MUNICIPALITY

A. IDENTIFY RESTRICTIVE TITLE CONDITIONS (if any)

Categories		Are there deed restrictions (indicate below)		Title Deed and Clause number if restrictive conditions are found
1.	Use of land	Y	N	T65369/2010: CLAUSE B(1) T65369/2010: CLAUSE B(3) T65369/2010: CLAUSE C(b)
2.	Building lines	Y	N	T65369/2010: CLAUSE C(f)
3.	Height	Y	N	
4.	Number of Dwellings	Y	N	T65369/2010: CLAUSE C(d)
5.	Bulk floor area	Y	N	
6.	Coverage/built upon area	Y	N	T65369/2010: CLAUSE C(d)
7.	Subdivision	Y	N	T65369/2010: CLAUSE C(c)
8.	Servitudes that may be registered over or in favour of the property	Y	N	
9.	Other Restrictive Conditions	Y	N	

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

CONVEYANCER CERTIFICATE

I/We CHANTELLE LUDIK

Practising at:

PIETER SCHOEMAN ATTORNEYS

5 SHORT STREET, POTCHEFSTROOM,2531

In respect of:

ERF 168 STELLENBOSCH

IN DIE MUNISIPALITEIT EN AFDELING

VAN STELLENBOSCH

GROOT: 1 115 (EENDUISEND EENHONDERD EN VYFTIEN) VIERKANTE METER

Hereby certify that a search was conducted in the Deeds Registry, regarding the said property (ies) (including both current and earlier title deeds/pivot deeds/deeds of transfer):

1. DEED OF TRANSFER T10062/1931
2. DEED OF TRANSFER T926/1984
3. DEED OF TRANSFER T2509/2017
4. COVERING MORTGAGE BOND B33785/2017
5.
6.
7.
8.

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

A. IDENTIFY RESTRICTIVE TITLE CONDITIONS (if any)

Categories		Are there deed restrictions (Indicate below)		Title Deed and Clause number if restrictive conditions are found
1.	Use of land	Y	N	T926/1984 and T2509/2017: CLAUSE B(1) T926/1984 and T2509/2017: CLAUSE B(3) T926/1984 and T2509/2017: CLAUSE C(b)
2.	Building lines	Y	N	T926/1984 and T2509/2017: CLAUSE C(f)
3.	Height	Y	N	
4.	Number of Dwellings	Y	N	T926/1984 and T2509/2017: CLAUSE C(d)
5.	Bulk floor area	Y	N	
6.	Coverage/built upon area	Y	N	T926/1984 and T2509/2017: CLAUSE C(d)
7.	Subdivision	Y	N	T926/1984 and T2509/2017: CLAUSE C(c)
8.	Servitudes that may be registered over or in favour of the property	Y	N	
9.	Other Restrictive Conditions	Y	N	

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

B. INDICATE AFFECTED PARTIES AS PER TITLE DEED (if any)

In respect of which it was found that the Therefore no restrictive condition [illegible] reference to Section [illegible] of the Land Use Planning By-law (2015) registered against such property has [illegible] it from being utilised/developed for the following purposes (as elaborated in the accompanying application).

a.	Organ(s) of State that might have an interest in the restrictive condition	UNKNOWN
b.	A person whose rights or legitimate expectations will be affected by the removal/suspension/amendment of a restriction condition.	UNKNOWN
c.	All persons mentioned in the deed for whose benefit the restrictive condition applies	UNKNOWN

C. PROCESS BY WHICH RELEVANT CONDITIONS WILL BE ADDRESSED

(Please tick appropriate box)

Application in terms of Section 15 of the Stellenbosch Municipal Land Use Planning By-Law (2015)	Notarial Deed of Cancellation (Submit Copy of Signed Agreement)	Action by way of court order (Submit Copy of the Court Order)	If Other, Please Specify
✓			

Signed at Potchefstroom (Place) on this 12th (Day) July (Month) of 20 18

Full names and Surname: Chantelle Ludik

Signature: [signature]

PO Box 20733
NOORDBRUG
2522 (Final Postal Address)

[signature]
PIETER SCHOEMAN PROKUREURS
SHORTSTRAAT 5, POTCHEFSTROOM 2531
Tel: 018 294 3273
Faks: 086 245 6667
E-Pos: pieters@pjalaw.co.za

Tel: 018 294 3273

Email: aktes@pjalaw.co.za

Cell: 076 906 8035

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

CONVEYANCER CERTIFICATE

I/We CHANTELLE LUDIK

Practising at:

PIETER SCHOEMAN ATTORNEYS

5 SHORT STREET, POTCHEFSTROOM,2531

In respect of:

ERF 169 STELLENBOSCH

IN THE MUNICIPALITY AND DIVISION OF STELLENBOSCH

PROVINCE OF THE WESTERN CAPE

IN EXTENT 1 115 (ONE THOUSAND ONE HUNDRED AND FIFTEEN) SQUARE METRES

Hereby certify that a search was conducted in the Deeds Registry, regarding the said property (ies) (including both current and earlier title deeds/pivot deeds/deeds of transfer):

1. DEED OF TRANSFER T11318/935
2. DEED OF TRANSFER T15201/1959
3. DEED OF TRANSFER T59510/2015
4. COVERING MORTGAGE BOND B33497/2017
5.
6.
7.
8.

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

A. IDENTIFY RESTRICTIVE TITLE CONDITIONS (if any)

Categories		Are there deed restrictions (indicate below)		Title Deed and Clause number if restrictive conditions are found
1.	Use of land	Y	N	T15201/1959 and T59510/2015: CLAUSE A(1) T15201/1959 and T59510/2015: CLAUSE A(3) T15201/1959 and T59510/2015: CLAUSE B(b)
2.	Building lines	Y	N	T15201/1959 and T59510/2015: CLAUSE B(f)
3.	Height	Y	N	
4.	Number of Dwellings	Y	N	T15201/1959 and T59510/2015: CLAUSE B(d)
5.	Bulk floor area	Y	N	
6.	Coverage/built upon area	Y	N	T15201/1959 and T59510/2015: CLAUSE B(d)
7.	Subdivision	Y	N	T15201/1959 and T59510/2015: CLAUSE B(c)
8.	Servitudes that may be registered over or in favour of the property	Y	N	T15201/1959 and T59510/2015: CLAUSE C(3)
9.	Other Restrictive Conditions	Y	N	

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

B. INDICATE AFFECTED PARTIES AS PER TITLE DEED (if any)

[illegible]

a.	Organ(s) of State that might have an interest in the restrictive condition	UNKNOWN
b.	A person whose rights or legitimate expectations will be affected by the removal/suspension/amendment of a restriction condition.	UNKNOWN
c.	All persons mentioned in the deed for whose benefit the restrictive condition applies	UNKNOWN

C. PROCESS BY WHICH RELEVANT CONDITIONS WILL BE ADDRESSED

[illegible]

Application in terms of Section 15 of the Stellenbosch Municipal Land Use Planning By-Law (2015)	Notarial Deed of Cancellation (Submit Copy of Signed Agreement)	Action by way of court order (Submit Copy of the Court Order)	If Other, Please Specify

Signed at Potchefstroom (Place) on this 12th (Day) July (Month) of 20 18

Full names and Surname: Chantelle Ludik

Signature: [signature]

PO BOX 20733
NOORDBRUG
2522

PIETER SCHOEMAN PROKUREURS
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Tel: 018 294 3273
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STELLENBOSCH

MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

CONVEYANCER CERTIFICATE

I/We CHANTELLE LUDIK

Practising at:

PIETER SCHOEMAN ATTORNEYS

5 SHORT STREET, POTCHEFSTROOM,2531

In respect of:

ERF 170 STELLENBOSCH

IN DIE MUNISIPALITEIT EN AFDELING VAN STELLENBOSCH

PROVINSIE WES-KAAP

GROOT: 1 110 (EENDUISEND EENHONDERD EN TIEN) VIERKANTE METER

Hereby certify that a search was conducted in the Deeds Registry, regarding the said property (ies) (including both current and earlier title deeds/pivot deeds/deeds of transfer):

1. DEED OF TRANSFER T9494/1931
2. DEED OF TRANSFER T98235/2000
3. COVERING MORTGAGE BOND B33519/2017
4.
5.
6.
7.
8.

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A. IDENTIFY RESTRICTIVE TITLE CONDITIONS (if any)

Categories		Are there deed restrictions (indicate below)		Title Deed and Clause number if restrictive conditions are found
1.	Use of land	Y	N	T98235/2000: CLAUSE B(1) T98235/2000: CLAUSE B(3) T98235/2000: CLAUSE C(b)
2.	Building lines	Y	N	T98235/2000: CLAUSE C(f)
3.	Height	Y	N	
4.	Number of Dwellings	Y	N	
5.	Bulk floor area	Y	N	
6.	Coverage/built upon area	Y	N	T98235/2000: CLAUSE C(d)
7.	Subdivision	Y	N	T98235/2000: CLAUSE C(c)
8.	Servitudes that may be registered over or in favour of the property	Y	N	
9.	Other Restrictive Conditions	Y	N	

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B. INDICATE AFFECTED PARTIES AS PER TITLE DEED (if any)

[illegible] the Planning By-law (2015) registered against such property (ies) prohibiting it from being utilised/developed for the following purposes (as elaborated in the accompanying application):

a.	Organ(s) of State that might have an interest in the restrictive condition	UNKNOWN
b.	A person whose rights or legitimate expectations will be affected by the removal/suspension/amendment of a restriction condition.	UNKNOWN
c.	All persons mentioned in the deed for whose benefit the restrictive condition applies	UNKNOWN

C. PROCESS BY WHICH RELEVANT CONDITIONS WILL BE ADDRESSED

(please tick appropriate box)

Application in terms of Section 15 of the Stellenbosch Municipal Land Use Planning By-Law (2015)	Notarial Deed of Cancellation (Submit Copy of Signed Agreement)	Action by way of court order (Submit Copy of the Court Order)	If Other, Please Specify

Signed at Potchefstroom (Place) on this 12th (Day) July (Month) of 2018

Full names and Surname: Chantelle Ludik

Signature: [signature]

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ANNEXURE E

STELLENBOSCH: PROPOSED DENNESIG MIXED USE DEVELOPMENT

Prepared by Urban Dynamics

For

BUFFSHELFCO 54 Pty Ltd



OCTOBER 2018

COMPILED BY:

URBAN DYNAMICS
TEL: (021) 948-1545
FAX: (021) 948-1588

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SECTION 1 INTRODUCTION AND APPLICATION DETAILS

1.1. Background

Urban Dynamics South Cape (Pty) Ltd has been appointed by BUFFSHELFCO 54 Pty Ltd (Reg nr. 2017/234752/07) for the procurement of land use rights, to enable the development of a high density residential building, mixed with ancillary and business uses. The following properties, located within the jurisdiction of the Stellenbosch Municipality (administrative district of Stellenbosch), form the subject of this application (hereinafter also referred to as the site):

- Erven 143 – 145, Stellenbosch; and
- Erven 166 – 170 Stellenbosch

The Power of Attorneys and Company Resolution are attached as attached as ***Annexure A***.

Figure 1.1 below indicates an aerial view the application area.



Figure 1.1: Aerial Context (Attached as Plan 1)

The excellent location of the site relative to the surrounding amenities, contribute positively to the potential of the site for high density student accommodation. In this regard, it is the intention of the land owners to optimise the development potential of this well-located site by establishing a high quality student accommodation establishment along with retail facilities and ancillary uses, as a response to the growing demand for student accommodation within Stellenbosch.

1.2. Property description and Ownership

The subject properties are described in the deeds of transfer, as follows:

Table 1.1: Property Description

Property Description	Ownership	Title Deed	Extent	Status
Erf 143 Stellenbosch	BELL JOSEPH USHER	T42945/2004	937m²	Developed
Erf 144 Stellenbosch	BELL JOSEPH USHER	T16264/2007	937m²	Developed
Erf 145 Stellenbosch	FINE VISIONS INV 58 PTY LTD	T73636/2006	937m²	Developed
Erf 166 Stellenbosch	BLOUBERG TRUST EIENDOMME CC	T4031/1990	1115m²	Developed
Erf 167 Stellenbosch	ANDROB TRUST	T65369/2010	1115m²	Developed
Erf 168 Stellenbosch	WINCOMB JACOBA LEAH	T2509/2017	1115m²	Developed
Erf 169 Stellenbosch	ROUX PETRUS ANDRIES LE	T15201/1959	1115m²	Developed
Erf 170 Stellenbosch	STABILITAS BELEGGINGS CC	T98235/2000	1 110 m²	Developed

The aforementioned Title Deeds (refer ***Annexure B***) were reviewed by a registered conveyancer, to identify any potential restrictive title deed conditions that may restrict the proposed development. A conveyancer's certificate for each property was issued (refer ***Annexure C***) by Chantelle Ludik (practising attorney at Pieter Schoeman Attorneys), confirming that there **are title deed restrictions** that will restrict the implementation of the project. As a result, **application for the removal of restrictive title deed conditions are also being applied for**.

1.3. The Application

The proposed development requires application in terms of the Stellenbosch Municipal Land Use Planning By-Law (2015), for the following:

a) The **consolidation**, in terms of Section 15(2)(e) of the Stellenbosch Municipal Land Use Planning By-Law(2015), of the following properties, to create Area A (± 8 383 m²):

- Erf 143 Stellenbosch
- Erf 144 Stellenbosch
- Erf 145 Stellenbosch

- Erf 166 Stellenbosch
- Erf 167 Stellenbosch
- Erf 168 Stellenbosch
- Erf 169 Stellenbosch
- Erf 170 Stellenbosch

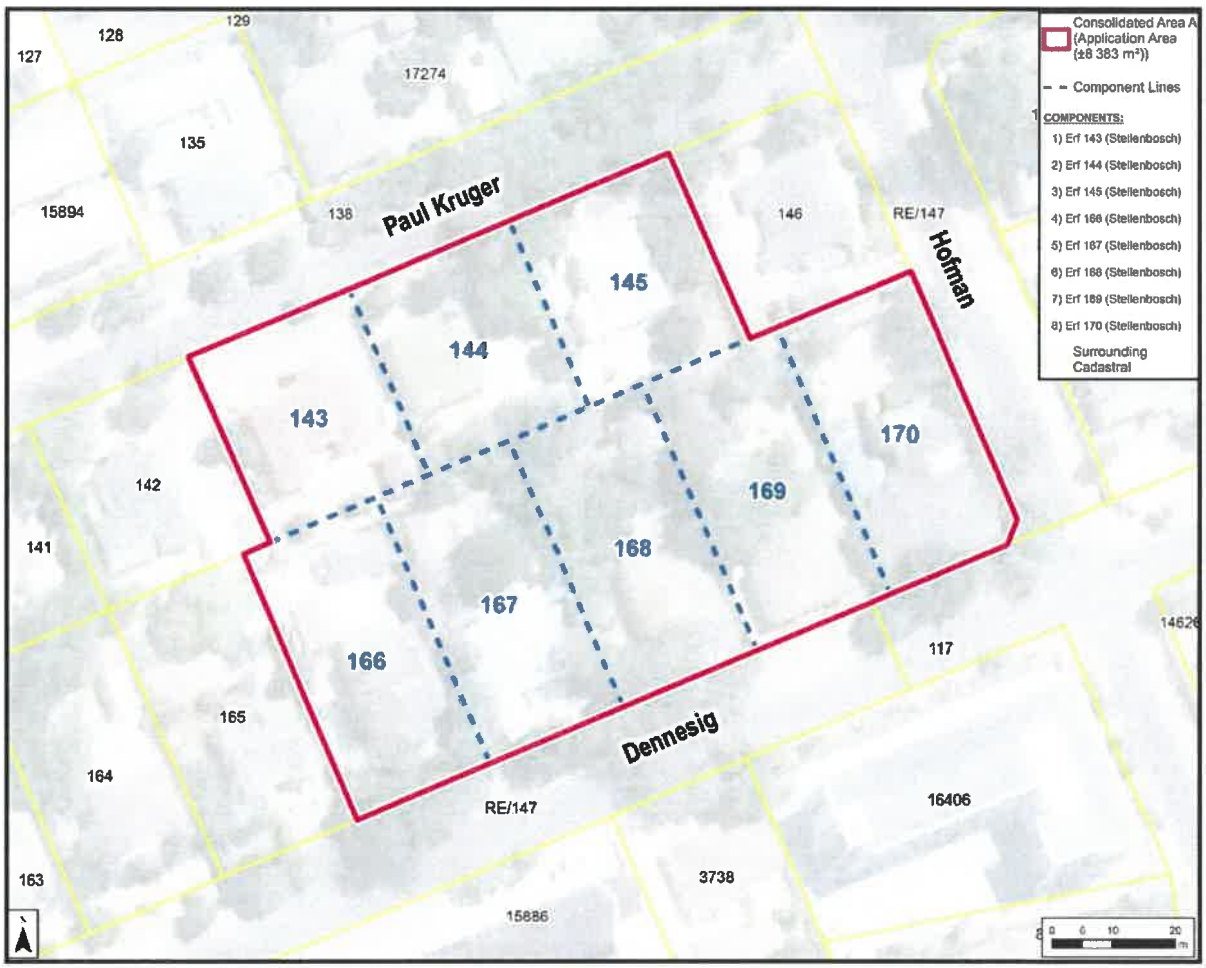


Figure 1.2: Consolidation Plan (Attached as Plan 2)

b) The **rezoning** of Area A, in terms of Section 15(2)(a) of the Stellenbosch Municipal Land Use Planning By-Law (2015), from Single Residential Zone to Specific Business Zone;

c) A **permanent departure**, in terms of Section 15(2)(b) of the Stellenbosch Municipal Land Use Planning By-Law (2015), pertaining to the provisions of Section 10.5.3.(e) of the Stellenbosch Zoning Scheme Regulations (1996), to permit a building of 6 storeys, in lieu of 3 storeys, for residential units within a General Business zone.

d) A **permanent departure**, in terms of Section 15(2)(b) of the the Stellenbosch Municipal Land Use Planning By-Law (2015), pertaining to the provisions of Section 10.4.3.(a) of the Stellenbosch Zoning Scheme (1996), for the relaxation of building lines, as follows:

- Street building lines (Dennesig and Paul Kruger Roads) from 7.6 m to 4.9 m for residential uses on ground floor.

- Street building lines (Dennesig, Paul Kruger and Hofman Roads) from 7.6 m to 3.5 m for residential uses on the first to fourth floors.

- Street building lines (Dennesig, Paul Kruger and Hofman Roads) from 7.6 m to 4.9 m for residential uses on the fifth floor.

- Street building line (at the corner of Hofman Road and Dennesig Road) from 7.6 m to 2.854 m to accommodate residential units on the first to fourth floors.

- Lateral building lines (adjacent to Erven 142 and 146, Stellenbosch) from 4.6 m to 4.5 m for residential uses.

- Lateral building line (adjacent to Erf 165 Stellenbosch) of 0 m to accommodate a refuse area on ground floor.

- Street building line (Dennesig Road) of 0 m to accommodate a refuse area and electrical substation on ground floor.

- Lateral building line (Erf 146 Stellenbosch) of 2.3 m to accommodate a security room on ground floor.

- Street building line (Dennesig Road) of 2.1 m to accommodate a canopy overhang along the main pedestrian entrance.

- Street building line (Hofman Road) of 1.26 m to accommodate a canopy overhang along the secondary pedestrian entrance.

e) A **permanent departure**, in terms of Section 15(2)(b) of the the Stellenbosch Municipal Land Use Planning By-Law (2015), pertaining to the provisions of Section 10.5.3.(b) of the Stellenbosch Zoning Scheme Regulations (1996), to permit coverage of 58% in lieu of the 50%, for residential uses above the ground storey.

f) A **permanent departure**, in terms of Section 15(2)(b) of the the Stellenbosch Municipal Land Use Planning By-Law (2015), pertaining to the provisions of Section 10.4.3.(h)(i) of the Stellenbosch Zoning Scheme Regulations (1996), to permit a parking ratio of 0.85 parking bays per bedroom, in lieu of 1 parking bay per bedroom.

g) A **permanent departure**, in terms of Section 15(2)(b) of the Stellenbosch Municipal Land Use Planning By-Law (2015), pertaining to the provisions of Section 10.5.3.(c) of the Stellenbosch Zoning Scheme Regulations (1996), to permit doors, windows, etc. on lateral or rear boundaries.

h) The **removal of restrictive title deed conditions**, in terms of Section 15(2)(f) of the Stellenbosch Municipal Land Use Planning By-Law (2015), as follows:

Table 1.2: Restrictive Title Deed Conditions to be removed

Property Description	Title Deed	Removal Condition No.	Summary of Condition
Erf 143 Stellenbosch	T42945/2004	B(a)	Use of water from the Kromme River is not permitted.
		B(c)	No liquor store or canteen are to be erected. Nor shall any hotel, butcher, general or other businesses of a likewise nature, be operated on the property.
		C(a)	That the property be utilised for residential purposes only.
		C(b)	That the property may not be subdivided.
		C(c)	That not more than one dwelling house be erected on the property, and that not more than one third of the area be built upon.
		C(d)	No building be erected within 5,67 m of the street boundary.
		D(3)	Registration of a servitude to accommodate sewer pipelines, as required by the Municipality.
Erf 144 Stellenbosch	T16264/2007 &T9837/2002	B(I)(a)	Use of water from the Kromme River is not permitted.
		B(I)(b)	No liquor store or canteen are to be erected. Nor shall any hotel, butcher, general or other businesses of a likewise nature, be operated on the property.
		B(II)(a)	That the property will be utilised for residential purposes only.
		B(II)(b)	That the property may not be subdivided.
		B(II)(c)	That not more than one dwelling house be erected on the property, and that not more than one half of the area be built upon.
		B(II)(d)	No building be erected within 5,67 m of the street boundary.
		B(III)(3)	Registration of a servitude to accommodate sewer pipelines, as required by the Municipality.
		Clause IV	All subsequent title owners to be subjected to Condition B(I)(b).
		Clause V	All subsequent title owners to be subjected to conditions pertaining to relevant business operations.



Erf 145 Stellenbosch	T73636/2006	B(a)	Use of water from the Kromme River is not permitted.
		B(b)	No liquor store or canteen are to be erected. Nor shall any hotel, butcher, general or other businesses of a likewise nature, be operated on the property.
		C(a)	That the property will be utilised for residential purposes only.
		C(b)	That the property may not be subdivided.
		C(c)	That not more than one dwelling house be erected on the property, and that not more than one half of the area be built upon.
		C(d)	No building shall be erected within a distance of 18 feet from any boundary of the said erf.
		D(3)	Registration of a servitude to accommodate sewer pipelines, as required by the Municipality.
Erf 166 Stellenbosch	T4031/1990	B(1)	Use of water from the Kromme River is not permitted.
		B(2)	No canteen nor any hotel, butcher, general or other businesses of a likewise nature, be erected on the property.
		C(b)	That the property will be utilised for residential purposes only.
		C(c)	That the property may not be subdivided.
		C(d)	That not more than one dwelling house be erected on the property, and that not more than one third of the area be built upon.
		C(e)	No building be erected within 3,15 m of the street boundary.
Erf 167 Stellenbosch	T65369/2010	B(1)	Use of water from the Kromme River is not permitted.
		B(3)	No liquor store or canteen are to be erected. Nor shall any hotel, butcher, general or other businesses of a likewise nature, be operated on the property.
		C(b)	That the property will be utilised for residential purposes only.
		C(c)	That the property may not be subdivided.
		C(d)	That not more than one dwelling house be erected on the property, and that not more than one third of the area be built upon.
		C(f)	No building be erected within 3,15 m of the street boundary.

Erf 168 Stellenbosch	T2509/2017	B(1)	Use of water from the Kromme River is not permitted.
		B(3)	No liquor store or canteen are to be erected. Nor shall any hotel, butcher, general or other businesses of a likewise nature, be operated on the property.
		C(b)	That the property will be utilised for residential purposes only.
		C(c)	That the property may not be subdivided.
		C(d)	That not more than one dwelling house be erected on the property, and that not more than one third of the area be built upon.
		C(f)	No building be erected within 3,15 m of the street boundary.
Erf 169 Stellenbosch	T15201/1959	A(1)	Use of water from the Kromme River is not permitted.
		A(3)	No liquor store or canteen are to be erected. Nor shall any hotel, butcher, general or other businesses of a likewise nature, be operated on the property.
		B(b)	That the property will be utilised for residential purposes only.
		B(c)	That the property may not be subdivided.
		B(d)	That not more than one dwelling house be erected on the property, and that not more than one third of the area be built upon.
		B(f)	No building be erected within 10 feet of the street boundary.
		C(3)	Registration of a servitude to accommodate sewer pipelines, as required by the Municipality.
Erf 170 Stellenbosch	T98235/2000	B(1)	Use of water from the Kromme River is not permitted.
		B(3)	No liquor store or canteen are to be erected. Nor shall any hotel, butcher, general or other businesses of a likewise nature, be operated on the property.
		C(b)	That the property will be utilised for residential purposes only.
		C(c)	That the property may not be subdivided.
		C(d)	That not more than one third of the area be built upon.
		C(f)	No building be erected within 3,15 m of the street boundary.

i) The approval of a Site Development Plan, including a landscaping master plan.

The completed Application Form is attached as ***Annexure D***.

SECTION 2 ANALYSIS OF CONTEXTUAL INFORMANTS

2.1. Background

Prior to commencing with a detailed site assessment and design of a development proposal for the application site, it was firstly most important to undertake an assessment of contextual informants to establish a better understanding of the site within the broader urban context.

The contextual assessment included a number of broad informants, identified by the professional team and the client. ***Figure 2.1*** below is a conceptual diagram that illustrates the contextual informants that were assessed.

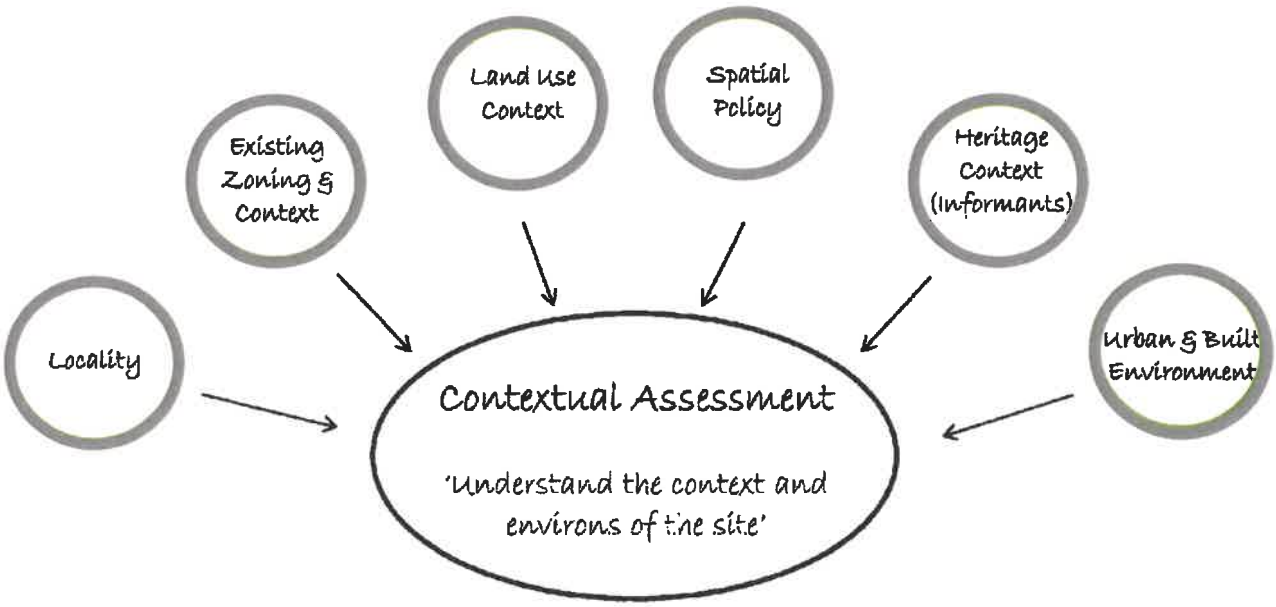


Figure 2.1: Conceptual Illustration –Contextual Assessment

Understanding the site context is a critical step in conceptualizing the development proposal for the application site. The contextual assessment process included a series of multi-disciplinary workshops, site visits, land use surveys and meetings with relevant municipal officials and interested and affected parties.

The contextual assessment further included the following specialist assessments:

- Transport Impact Assessment.
- Heritage Indicators.
- Engineering Services (availability of civil and electrical bulk and link services).

A summary of the assessment of the said informants are outlined in the following sections.

2.2. Locality

The application site is located within the Dennesig neighbourhood, Stellenbosch. Paul Kruger Road abuts the northern boundary of the application site and Dennesig Road is located directly south of the site. Hofman Road is located along the eastern boundary of the site. The site has excellent accessibility via the existing road network. The locality is specifically relevant and important in terms of its location relative to the Stellenbosch University and its excellent proximity to everyday amenities.

Figure 2.2 below presents the site within its local context.



Figure 2.2: Local Context Plan (Attached as Plan 3)

2.3. Zoning Context

The Stellenbosch Zoning Scheme Regulations (1996) are applicable to the site. As illustrated in ***Figure 2.3*** below, all the properties within the application site is zoned Single Residential Zone. The properties located to the immediate north and north east are zoned for Single Residential and General Residential purposes. The erven abutting the site to the west are zoned for Single Residential purposes. The properties located to the east are zoned Single Residential Zone. From the zoning plan, it is clear that the market has responded to the policy of densification (refer ***Section 2.5.3***) and the shortage of student housing in Stellenbosch (also refer ***Section 2.4*** below).

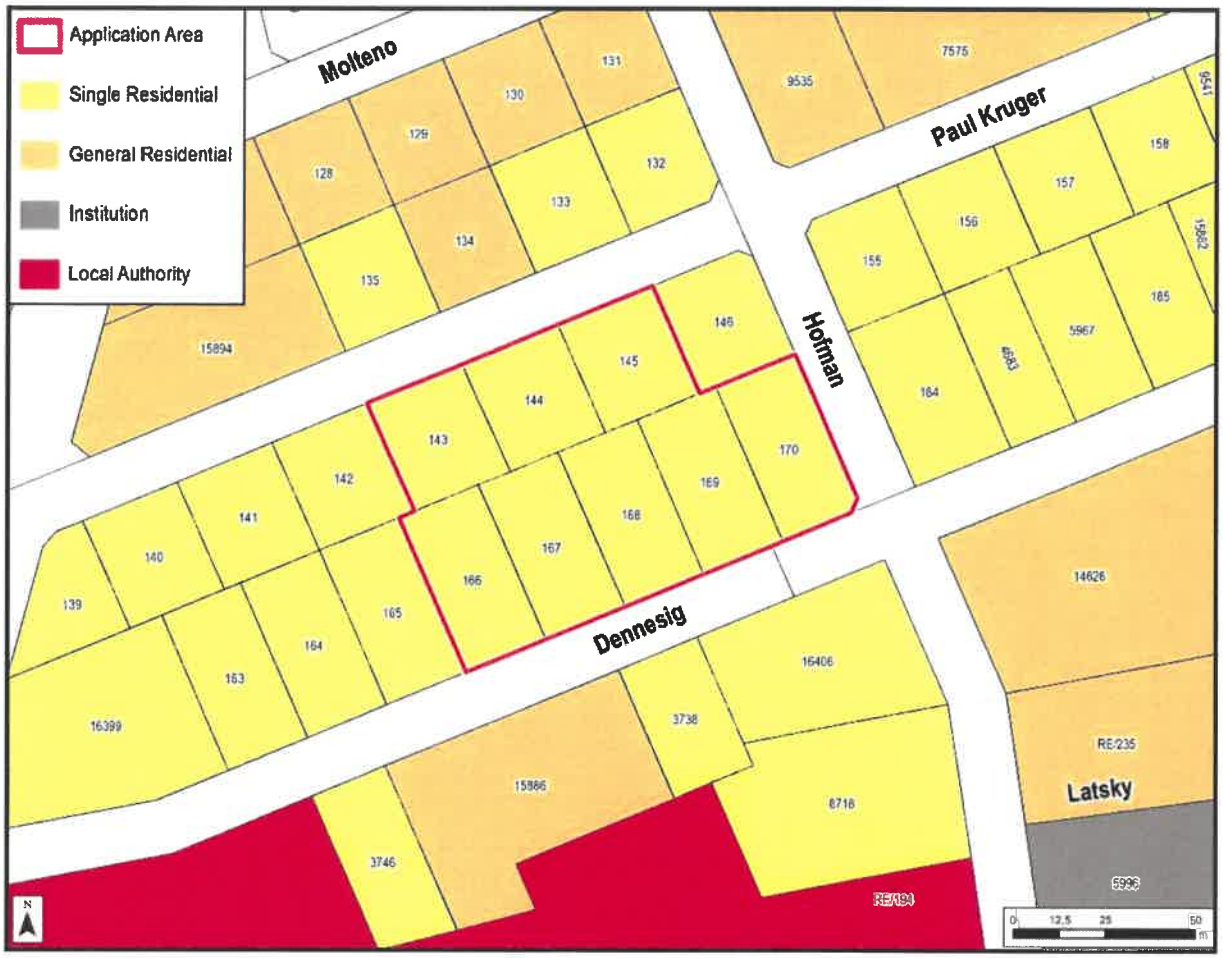


Figure 2.3: Zoning Context Plan (Attached as Plan 4)

2.4. Land Use Context

A land use survey was conducted to assess/ investigate the surrounding land uses. The site is currently occupied by residential units, which are to be demolished. The Acorns Stellenbosch, a high density residential development (flats), is located directly to the south on the corner of Dennesig Road and Hofman Road (refer ***Figure 2.4***). Also located directly to the south, is another high density residential development named Melrose Square (refer ***Figure 2.5***). An application was submitted to the Stellenbosch Municipality in May 2018 for the development of a high density residential building (The Den 2), directly to the west of the site (on Erven 141, 142, 163-165, Stellenbosch). This application is currently being processed.



Figure 2.4: Acorns Stellenbosch (Source: Google Maps)



Figure 2.5: Melrose Square (Source: Google Maps)

More high density residential development is located to the south east of the site. Akkerhof (a 5 storey development with retail on ground floor), located on the corner of Dennesig Road and Bird Street (refer ***Figures 2.6*** and ***2.7***). Boschenpark located directly south east of the site, on the corner of Dennesig Road and Hofman Road, is also a high density residential development (refer ***Figure 2.8***). An application for a four storey development has recently been approved on the corner of Paul Kruger and Hofman Roads (refer ***Figure 2.9***).



Figure 2.6: Retail component on ground floor at Akkerhof (Source: Google Maps)



Figure 2.7: Akkerhof (Source: Google Maps)



Figure 2.8: Boschenpark (Source: Google Maps)



Figure 2.9: Recently approved (Source: Extract from Heritage Report)

Various public amenities and facilities (churches, retail, schools, sport facilities etc.) are located within close proximity (walking distance). ***Figure 2.10*** below indicates the land uses surrounding the application site.

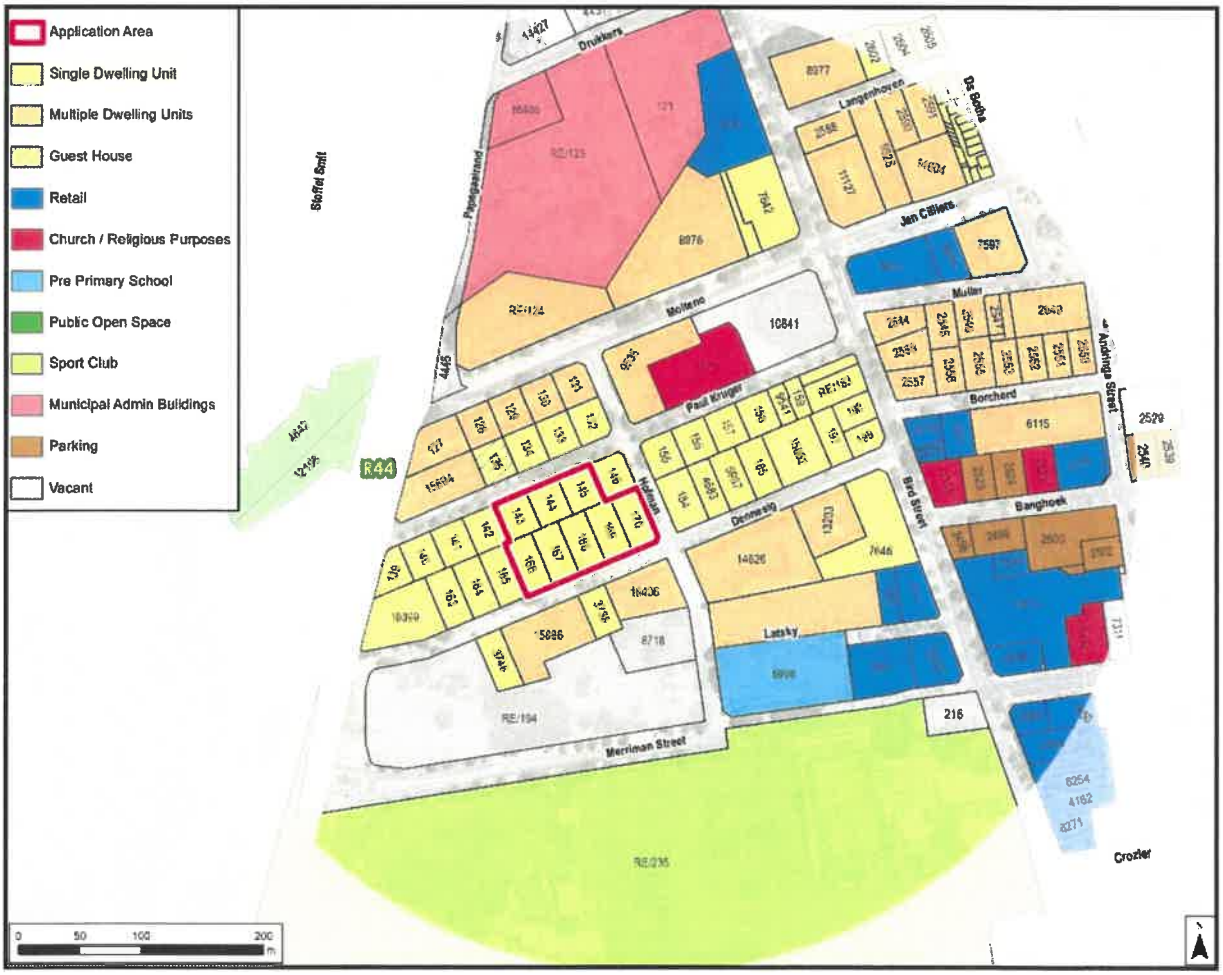


Figure 2.10: Land Use Plan (Attached as Plan 5)

From the aforementioned, it is clear that the market has responded to the high demand for student housing within Stellenbosch, by developing high density residential development, especially within the Dennesig neighbourhood (consistent with policy directives).

In 2017 a total of 31 639 students were enrolled at Stellenbosch University (SU) on the official annual SU census date (June 2017), according to the SU webpage. Existing student hostels and private accommodation fell short of the total demand for student housing. As the proposed development will address the demand in student accommodation in Stellenbosch, proximity of the application area to SU academic buildings is an important locational consideration. ***Figure 2.11*** below, clearly illustrates the close proximity (500 m – 1 km) of SU academic buildings to the site. The site also has excellent accessibility to the SU main campus, via the existing road network.

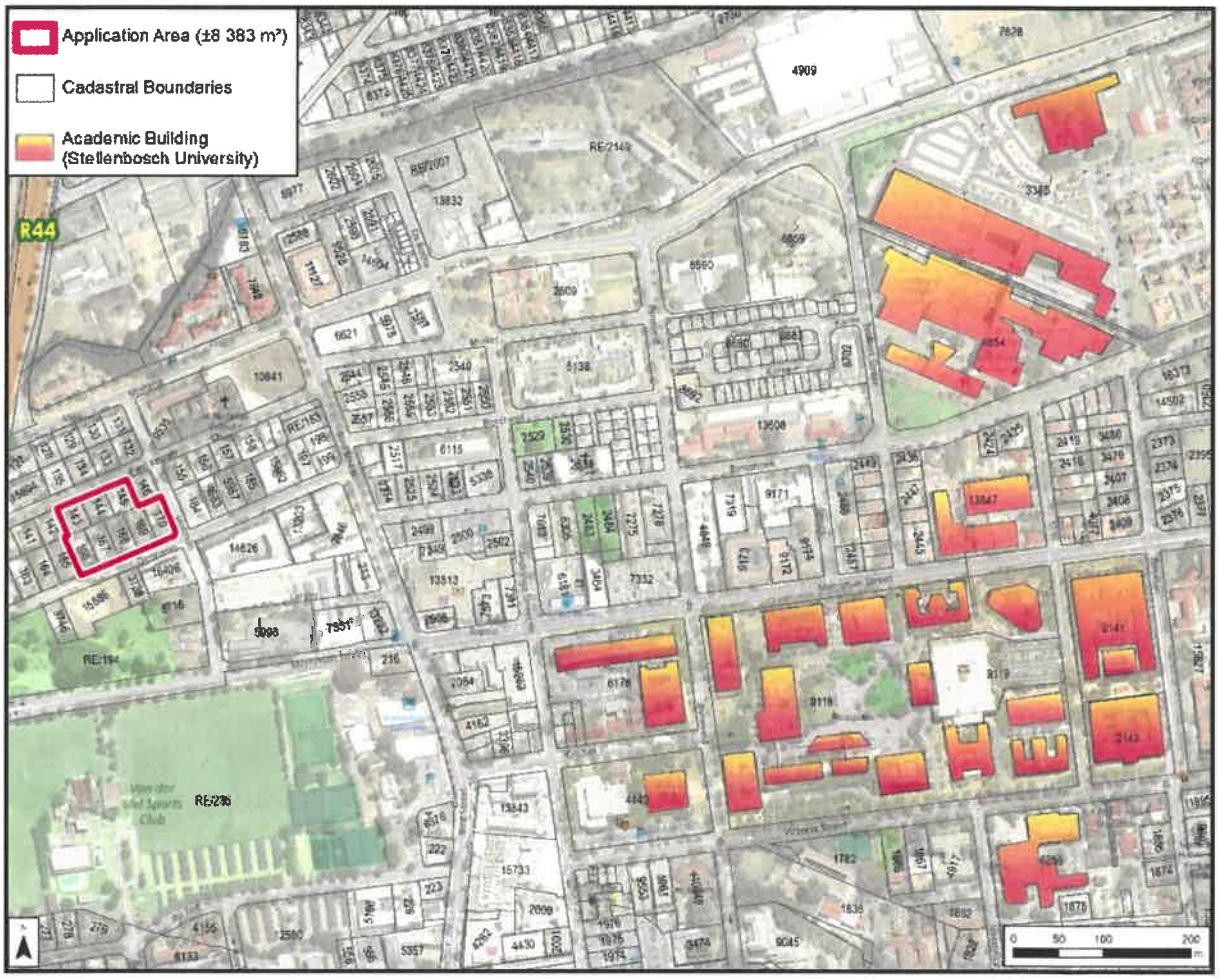


Figure 2.11: SU Academic Buildings (Attached as Plan 6)

2.5. Overarching Policy Context

The proposed development was assessed in terms of the current overarching National, Provincial and Municipal spatial policies and strategies. The purpose of this analysis is to assess the consistency of the land use proposal with these relevant spatial policies.

2.5.1. National Development Plan (2011)

The main objective of the National Development Plan (NDP) is to eliminate poverty and reduce inequality by 2030. This plan envisions a South Africa where everyone feels free yet bounded to others, where everyone embraces their full potential, a country where opportunity is determined not by birth, but by ability, education and hard work. Realising such a society will require transformation of the economy and focused efforts to build the country's capabilities. To eliminate poverty and reduce inequality, the economy must grow faster and in ways that benefit all South Africans.

According to the NDP, urban areas vary enormously in relation to factors such as spatial form, economic base and institutional strength. The government and the private sector should understand the distinct challenges and potential of different areas and respond with a location-specific approach. The NDP also states the critical role of transportation networks with regard to the spatial transformation of urban areas. No major shift from supporting private cars to incentivising public transports is yet to happen. Future development depends on the ability of towns and cities to become less resource intensive. The concentration of people, industries and infrastructure in urban areas, presents opportunities to use resources more productively, according to the NDP.

The following directives, as per the NDP, are applicable to the proposed development:

- Towns and cities, are highly differentiated and solutions and strategies must be tailored to their unique circumstances.
- Enable job creation linked to sustainable livelihoods and establish well-performing human settlements.
- Social diversity should be accommodated in the way that investments are directed and enhanced in the built environment.
- All new developments should enhance the ideal of creating vibrant, diverse, safe and valued places.
- Urban sprawl should be contained and possibly, reversed as denser forms of development are more efficient in terms of land usage, infrastructure cost and environmental protection.
- More attention should be given to the design and quality of urban public space.

The proposed development will contribute to and enhance the economy of Stellenbosch (during the construction as well as operational components). The proposed development will contribute towards the objective of creating a compact urban environment through the introduction of high density development, thereby assisting in addressing urban sprawl. This development will also be a long term sustainable investment within Stellenbosch, creating not only economic opportunities (operational components of residential units as well as retail uses), but also a high quality urban space (safe and active environment). From the above, it can be concluded that the development is consistent with the overall objectives of the NDP.

2.5.2. Provincial Spatial Development Framework (2014)

The Provincial Spatial Development Framework(PSDF), adopted in 2014, provides broad overaching development principles and guidelines for the Western Cape Province. The PSDF has been informed by the need to adapt to an ever changing economic climate as well as the imperative to best interpret land use planning law reform.

The PSDF contains a plethora of spatial related policies. The following policies are considered directly relevant to the application:

- **Policy E1**: Prioritize developing the required bulk infrastructure capacity to serve the connection and compaction of existing human settlements, over developing bulk infrastructure to serve the outward growth of settlements. Also limit new urban transport investment to spatial developments that reduce average travel times, as opposed to extending them.
- **Policy S1**: Promote smart growth ensuring the efficient use of land and infrastructure by containing urban sprawl and prioritizing infill, intensification and redevelopment within settlements.
- **Policy S2**: New settlement formation that increases average travel times should be avoided.
- **Policy S3**: Promote functional integration and mixed use as a key component of achieving improved levels of settlement livability.
- **Policy S4**: Apply the principles of space utilization efficiency, multi-functionality and clustering to all facility provision projects.
- **Policy S5**: Provide households with the residential environments, mobility and access to opportunities that support productive activities and reduce levels of exclusion from opportunities. Increase densities of settlements and dwelling units in new housing projects.

The proposed development is consistent with the policy directive of the PSDF as:

- Community facilities, employment opportunities and social services/ urban activities, are located within walking distance of the site.
- High density, mixed use development is proposed.
- Infill development is proposed, urban sprawl is therefore discouraged.

2.5.3. Stellenbosch Integrated Development Plan (2018/2019)

The Municipal Systems Act (MSA) 32 of 2000 mandates South African municipalities to formulate a five-year Integrated Development Plan (IDP) to inform the municipal budget and guide all development within the municipal area. The IDP is considered the Municipality's principle strategic plan that deals with the most critical development needs of the municipal area as well the critical governance needs of the organisation. At the heart of the IDP lies the improvement in the provision of basic municipal services and expanding livelihood opportunities for the people of the Stellenbosch Municipality. The IDP also focuses on expanding and transforming municipal capacity, enterprise development and crucially, exploring new ways of working and living together. This is especially relevant in an ever changing environment.

According to the IDP, Stellenbosch Municipality is transforming rapidly as follows:

- A high influx of job seekers, residents and investors from other centres resulting from major changes in the means of production and wealth creation.
- Key sectors of the economy have grown.
- New property developments have transformed the landscape in response to new market demands.
- The US has expanded its footprint.
- Student accommodation has extended into the suburbs.
- Traffic congestion has become symptomatic of these patterns that also bring forth new challenges.

The IDP states clearly that future growth, expansion and innovation cannot be allowed to unfold in haphazard ways as this is likely to result in expensive outward low density sprawl and the related destruction of valuable ecosystem and agricultural resources. The following two strategies are being proposed according to the IDP:

- Significant densification of existing neighbourhoods located in proximity of major transport infrastructure and the SU; and
- Identification of the Dennesig area bounded by Adam Tas Road/R44, Merriman Avenue, Bird Street and Molteno Road as a primary densification and development intensification area for the establishment of blocks of flats according to a

predetermined pattern on clustered erven with heights of up to 6 storeys, subject to certain performance criteria mixed with non-residential facilities.

Following the above, it can be concluded that the proposed development is consistent with the Stellenbosch IDP, as:

- The Dennesig area has been identified as a primary densification area.
- The site is located within close proximity of the SU, which further motivates higher density development.
- Business and ancillary uses are also proposed within the development, reducing the need for residents to commute to facilities further afield.
- Development of the site (i.e. brown-fields development) will contribute towards the principle of urban growth containment.
- Development will contribute towards alleviating the supply constraint for student accommodation, within the context of growing student numbers.

2.5.4. Stellenbosch Municipal Spatial Development Framework (2018)

The Stellenbosch Municipal Spatial Development Framework (MSDF), approved on 28 May 2018, is a policy statement that seeks to influence the overall spatial distribution of current and future land use within a municipality to give effect to the vision, goals and objectives of the municipal IDP or related business plans of government. In the case of Stellenbosch Municipality, the MSDF must answer the following questions:

- How is Stellenbosch going to develop over the next 10 to 30 years?
- What kinds of development take place?
- Where will the development take place?
- Who will be responsible for what aspect of development?

At its core, the MSDF shape places at different scales (or areas of influence, from large regions to municipal jurisdictions or neighbourhood precincts). The MSDF aims to:

- Enable a vision for the future of regions and places that is based on evidence, local distinctiveness and community derived objectives.
- Translate this vision into a set of policies, priorities, programmes, and land allocations together with the public-sector resources to deliver them.
- Create a framework for private investment and regeneration that promotes economic, environmental and social well-being for a specific region or area.
- Coordinate and deliver the public-sector components of this vision with other agencies and processes to ensure implementation.

The MSDF states that new development applications should be encouraged to focus on locations within existing settlement nodes, rather than green-field sites. The proposed growth of the SU is viewed as a major opportunity for the property and service sectors. It is a major driver of the municipality's tertiary economic sector. Its needs and forward plans should be integrated with those of Stellenbosch town and the wider municipality.

According to the MSDF, prevailing property market patterns are impeding the sustainability and affordability of the municipality's growth. Urban land commands high prices, providing little incentive for social and middle income housing in urban areas. According to the MSDF, extensive areas of municipal land is publicly owned, and this can be used to provide affordability advantages for agricultural and low income housing developments, rather than selling this land to the highest bidder. The following principles should be applied, as per the MSDF:

- Subdivisions, second dwellings, sectional title, re-development of existing low density areas, infill and brownfield land opportunities should be prioritised over green-field sites, as guided by the MSDF.
- Land and projects catering for low-, middle- and high-income groups should be supported as part of a larger integrated settlement rather than standalone townships or gated estates.
- Land should be used for its most sustainable and appropriate use whether publicly owned or privately owned.

Following the above, it can be concluded that the proposed development is fully consistent with the Stellenbosch MSDF, as:

- The proposed development will serve as a long term investment for the town of Stellenbosch in support of one of the core economic sectors, namely tertiary institutions.
- Opportunities will be made available in the residential market for the middle income groups.
- Redevelopment within an existing neighbourhood is proposed, thereby optimising availability and scarcity of developable land.

2.5.5. Stellenbosch Transit Oriented Development Draft Report (2015)

The Stellenbosch Municipality's initiatives resonate well with the current national emphasis and investment to shift from low density, mono-functional and private transport orientated development to higher density, compact, diverse mixed use, public transport and Non-Motorised-Transport (NMT) solutions i.e. Transit Oriented Development (TOD) for towns and cities.

The site is located within an area proposed for properties that could be redeveloped to accommodate the demand for mixed use business and residential, as per the Stellenbosch Draft TOD (refer ***Figure 2.12*** below).

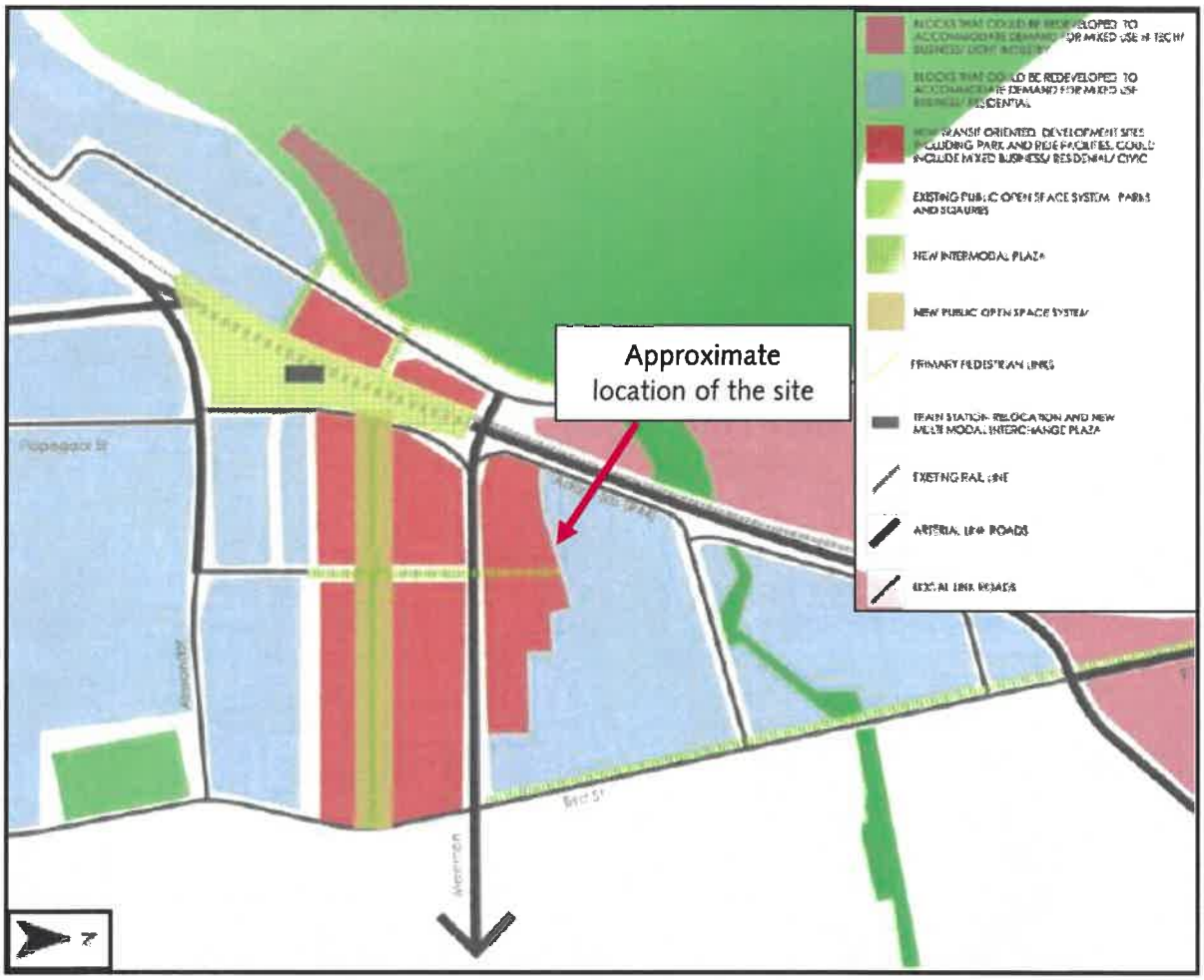


Figure 2.12: TOD Concept (Extract from Stellenbosch Draft TOD)

The Stellenbosch Draft TOD seeks to increase the levels of diversity and vibrancy, as follows:

- Mixed use development is to be encouraged as far as possible. This can take form of general mixed use in a precinct or town block, mixed use on a single site and or mixed use in a building.
- Higher densities in general should be encouraged in infill or redevelopment to increase activity thresholds and development viability, but these should commensurate with the character of adjacent existing development, capacity of historic buildings and the general scale of surroundings.

- Higher densities to be promoted in greenfield developments.
- Land use fronting onto public places and key pedestrian routes (NMT) should encourage active edges at ground floor levels i.e. shops, cafes, restaurants etc.

Figure 2.13 below represents Dennesig Road as an area to accommodate mixed use development, as per the Stellenbosch Draft TOD.

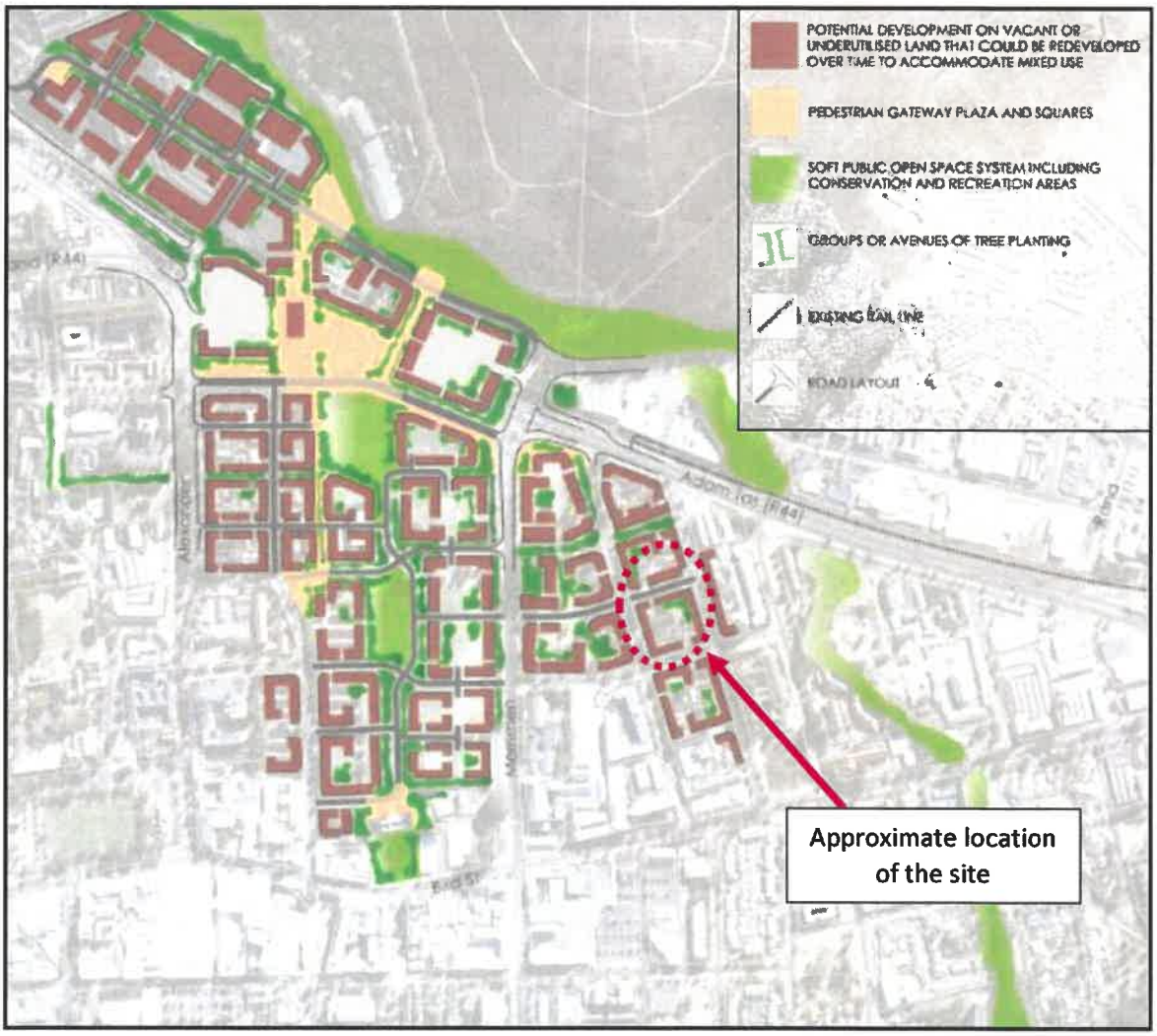


Figure 2.13: Mixed Use Development Areas (Extract from Stellenbosch Draft TOD)

While the TOD policy is only draft, the principles of high density development has been recognised in the wider context. The potential of links with the proposed relocation of the Stellenbosch train station, new transit oriented sites, primary pedestrian links (Hofman Road), intermodal plaza, etc. points towards the locational advantages of the application area in contributing towards a new vision for redevelopment in support of transit oriented development.

2.6. Heritage Context

Cindy Postlethwayt, a Professional Heritage Practitioner, was appointed to conduct a Draft Heritage Impact Assessment (HIA). A Notice of Intend to Develop (NID) was submitted to Heritage Western Cape (HWC) in terms of Sections 38(1)c(i), (ii) and (d) of the National Heritage Resources Act No 25 of 1999 (NHRA). HWC required for a HIA to be conducted with regards to the proposed development.

It was confirmed by the HIA that the proposed development area does not form part of the historical core of Stellenbosch, although the proximity to the Kromme River werf is an important contextual informant. The following was concluded by HIA:

- In principle, the Heritage Specialist supports the re-development of the site.
- Precedent created, analysis and the Stellenbosch Heritage Survey all support the view that the area is not heritage sensitive.
- The socio-economic imperatives to address the rapid growth of the Stellenbosch town, has placed enormous pressure on the Stellenbosch Municipality to identify areas for densification.
- There is insufficient reason to warrant the protection of the demolition of buildings to accommodate the proposed development. Demolition is therefore supported. Recommendations will be made to ensure the re-cycling of as much significant building material, fixtures and fittings as possible, before final demolition.

The Draft HIA is attached as ***Annexure E.***

2.7. Conclusion – Contextual Assessment

Following the afore-mentioned assessment of broad contextual informants, it can be concluded that the proposed development should respond positively to its surrounding context in terms of the following:

- Excellent locality relative to surrounding amenities, public transport routes, SU main campus, and commercial development/ employment opportunities.
- High intensity mixed use development along Dennesig Road.
- Appropriate response to different interface conditions.
- Existing zoning rights of the surrounding properties.
- Broad heritage context and immediately surrounding heritage informants.
- Development trends and market requirements in the immediate surroundings.

SECTION 3 STRATEGIC SITE ANALYSIS

3.1. Background

Following the contextual analysis (refer ***Section 2***), a site assessment was undertaken to identify any site specific conditions that could affect development potential on the application site.

The site assessment highlighted key site conditions and characteristics, which informed the detailed design and site layout planning for the application site. The key site specific informants and assessment processes are illustrated in ***Figure 3.1*** below.

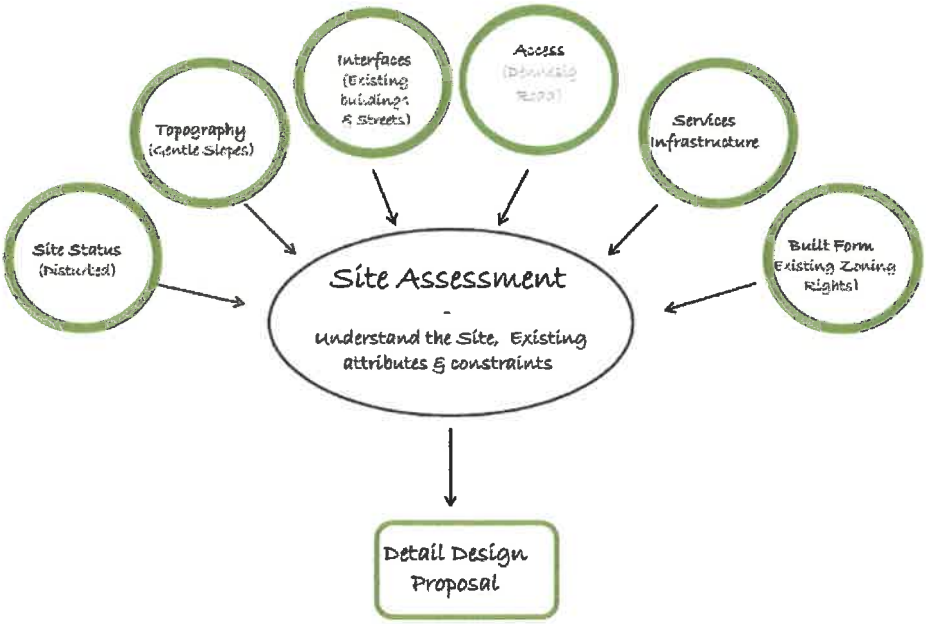


Figure 3.1: Conceptual Illustration – Site Assessment

The site inspections and investigations included a site visit by the professional team, assessing on-site conditions and surrounding contextual informants, i.e. access, interfaces, etc. A topographical survey was prepared by a registered Land Surveyor (refer attached ***Plan 7***).

3.2. Site Assessment – Overview

From the site assessment, the following key observations and development indicators were identified:

- The site fronts onto three streets (Dennesig, Paul Kruger and Hofman Roads), which contribute to access opportunities, and is also most favourably placed to enhance **pedestrian accessibility**;
- The fact that Council has already acceded to **high density residential development** and that existing developments of Acorns, Melrose Square, Akkerhof, The Den 1 etc. in close proximity has already transferred the urban landscape to a multidisciplinary neighbourhood. The proposed development is therefore considered an appropriate fit within the surrounding area.

- The **frontage** of the site **onto Dennesig Road** provides an excellent opportunity to respond to this street as higher order mobility road.
- The **slope** of the site is gradual and not a constraint to the development potential of the site; and
- A **residential building** is located along the north eastern boundary of the application site, requiring sensitive/ appropriate design response.

Following the site assessment, it is clear that the site has excellent development potential in terms of its slope, access opportunities and existing zoning context, while Dennesig and Hofman Roads provide an excelent opportunity for retail exposure. Furthermore, it is evident that the orientation and positioning of existing surrounding buildings are not restrictive to development on the application site, but will require consideration and appropriate response in the development proposal.

Note: More detailed assessments of site and contextual informants are included in the attached HIA (refer ***Annexure E***).

SECTION 4 TRANSPORT, ACCESS & ENGINEERING SERVICES

4.1. Traffic Impact Assessment

iCE Group was appointed to undertake a Traffic Impact Assessment (TIA), for the proposed mixed use development within Dennesig, Stellenbosch. It is the opinion of the Traffic Engineer that to assess the impact of the intended densification of the area on the surrounding network, an overall traffic study should be conducted for the area, taking into consideration the probable changes in traffic patterns, as well as detail regarding the accommodation of pedestrians, public transport etc. The proposed access and traffic arrangements, are outlined in the following sections.

4.1.1. Proposed Access

The vehicular access will consist of two lanes in and one lane out (3.4 m wide each), with 15 m stacking space available between the security controls and the property boundary, and belmouth radii of 5 m. Pedestrian access is via Dennesig and Hofman Roads.

4.1.2. Access Spacing

It should be ensured that the security controls provided (boom/ gate) is set back at least 12 m from the edge of Dennesig Road. 15 m stacking space is provided (refer ***Section 4.1.1.*** above).

4.1.3. Traffic Impact

To obtain information regarding traffic growth, the Road Network Information System (RNIS) of WCG was consulted, and historic traffic counts in the area were obtained. Counts at the R44/Molteno Road intersection conducted in 2015 were consulted, as well as 2013 counts at the R44/Merriman Avenue-, Bird Street/ Merriman Avenue- and Bird Street/ Molteno Road intersections. According to RNIS, annual traffic growth rates of between ± 3% and 5% were recorded along the R44 to the north and south of the subject area.

Trip generation rates as contained in the TMH17 South African Trip Data Manual were used to calculate the peak hour traffic that can potentially be generated by the proposed development. The TMH17 suggests 0,2 AM peak hour trips per unit (25/75 in/out split) and 0,3 PM peak hour trips per unit (65/35 in/out split) for the residential component.

The proposed 508 units will have the potential to generate 102 AM peak hour trips (26 in, 76 out) and 152 PM peak hour trips (99 in, 53 out). The accompanying retail will have the potential to generate 12 AM peak hour trips (8 in, 4 out) and 68 PM peak hour trips (34 in, 34 out). A total of 114 AM peak hour trips (34 in, 80 out) and 220 PM peak hour trips (133 in, 87 out) could thus potentially be generated by the proposed development on the subject property.

4.1.4. Parking

The parking provided to the proposed development, equates to approximately 0.92 equivalent parking bays per unit. Twelve parking bays are allocated along Hofman Road (within the road reserve), which are assumed to be for retail use (bays consist of 6 m depths as required for parallel parking). A dedicated delivery bay is not proposed.

Deliveries will have to be by smaller vehicles (pick-up trucks) using the parallel parking along Hofman Road.

Parking bays provided measure at widths and depths consistent with normal parking standards (Department of Transport: 2.5 m x 5 m), with bays situated adjacent to columns measuring 2.5 m widths from the face of column as required. Isle widths behind parking bays measure minimum 7 m, which can be considered sufficient.

Multiple meetings were held with the representatives of the Stellenbosch Municipality regarding the parking requirements for student accommodation facilities. It was suggested by the Stellenbosch Municipality that a substitution of motorcycle/ bicycle parking for vehicular parking bays can be made up to 15% of the total requirement. Dimensions of motorcycle bays are ± 1 m x 2 m in width and depth, which is considered sufficient. The isle widths/ manoeuvring space between the motorcycle bays and bicycle parking/ storage provided, is in excess of 1.5 m and thus considered sufficient.

4.1.5. Non-Motorised Transport (NMT)

Pedestrian accommodation will be made along the property boundaries abutting the residential streets. It is anticipated that with further development of the area towards Bird Street, provision for pedestrians will be provided. It is thus suggested that at this stage, sidewalks be provided along the subject property boundaries, with the link between the remainder of the area and the existing facilities along the external network, addressed in the greater overall traffic study. To accommodate the pedestrian movement from this area towards the town centre/ SU main campus, it is suggested that some form of pedestrian accommodation be made across Bird Street. It is the opinion of iCE Group that this should be addressed in the overall traffic study, taking into consideration the potential development of the entire area enclosed by Merriman Avenue, R44, Molteno Road and Bird Street.

4.1.6. Conclusions and Recommendations

The following has been concluded/ recommended by the TIA:

- The TIA is in support of the proposed development.
- An overall traffic study is required. The study could be conducted after approval of the proposed development. New infrastructure/ upgrades resulting from the study could then be partially, or in full, be funded from development contributions payable by developments within the identified area.
- To accommodate the background traffic, the following road upgrades are considered necessary:
    - R44/ Merriman Avenue intersection: Additional dedicated right-turn lane on the southern R44-approach, additional dedicated left-turn lane on the Merriman Avenue-approach, and left-slip lane on the northern R44-approach (upgrades as per the Intersections Study compiled for Stellenbosch Municipality).
    - R44/ Molteno Road: Dedicated right-turn lane on the southern R44-approach, as well as the provision of traffic signals.

- No upgrades to the external road network are considered necessary as a result of the proposed development.
- Refuse removal can operate acceptably without a formal refuse embayment (as Dennesig Road terminates to the west).
- Parking bay dimensions are consistent with normal parking standards and space for motorcycles are considered sufficient.
- That it be considered raising Hofman Road between (and including) the Dennesig Road and Paul Kruger Road intersections to address traffic calming.
- That sidewalks be provided along the property boundaries abutting Dennesig, Hofman and Paul Kruger Roads.

The TIA is attached to this report as ***Annexure F***.

4.2. Civil Engineering Services

Neil Lyners and Associates (RF) (Pty) Ltd (Lyners) was requested to complete a civil and electrical engineering services report to address the availability of the required engineering services with regard to bulk infrastructure and resources, to accommodate the proposed development.

4.2.1. Potable Water

The proposed development will be supplied via the bulk potable water network from the Idas Valley reservoir. This system has capacity but is currently under pressure during peak demands and will accordingly require upgrading to take place in the near future. As part of the required bulk infrastructure upgrading, and as described in the GLS report, the following will have to be completed:

- Installation of a new 400 mm diameter pipe from the reservoir, down Merriman Avenue and up to Marais Road.
- Installation of a new 250 mm diameter pipe from Marais Road up to Banghoek Road via Soeteweide Road and Groeneweide Road.
- Construction of a new 8 ML reservoir at the existing Idas Valley reservoir 2, to increase storage to 48 hours from the current 23 hours.

The proposed development will have to allow for portions of the required upgrading as described above, to ensure adequate bulk potable water supply is available.

4.2.2. Sewerage

It is clear that the proposed development can be accommodated on the existing bulk sewer network. The existing networks in Dennesig and Paul Kruger Roads, will however have to be upgraded as the existing pipe diameters are too small to accommodate the flow from the proposed development should no on-site detention take place.

4.2.3. Stormwater

The surrounding roads do have a formal underground stormwater network with catch pits and manholes. It is a requirement from the municipality to allow for the on-site detention of stormwater and to not only manage the volume of stormwater released, but

also the quality. It is proposed to construct a detention tank in the basement of the proposed building. Strormwater from the hardened areas will be collected in the tank and will be released into the existing network at a slower rate. The tank will be sized to accommodate the 5 minute 50-year storm event. During larger storm events, the tank will fill at a higher rate and will have an emergency overflow connection into the existing municipal network, or a second sump with an emergency pump to pump water from the basement towards the municipal network.

With the allowance of a detention system, the developer will have the opportunity to make use of this collected stormwater for a grey water system or the irrigation of soft landscaped areas. This water can also be stored and used to refill the proposed swimming pool. It will be possible to install the required tank under the basement access ramp. The overflow level will then be on ground floor level and it will therefore be possible to allow for an overflow structure towards the municipal system on this level.

4.3. Electrical Engineering Services

The proposed development is located within the electricity supply area of Stellenbosch Municipality, and bulk services will therefore be provided from the nearest municipal network with adequate capacity. The development will be supplied from an existing 11kV switching station, Hofman 11kV S/S, with adequate capacity. A new 11kV underground cable network must be installed from Hofman S/S up to a new bulk supply point to be created at the development. The bulk supply equipment will be housed in a dedicated 5 m x 4 m transformer room, to be provided within the site boundaries. The Stellenbosch Municipality also confirmed that sufficient electrical capacity is available for the proposed development.

The services report is attached as ***Annexure G.***

There is sufficient capacity in the existing water reticulation system to accommodate the proposed development. Additional reservoir storage volume is however required for the Stellenbosch Central water distibution zone to comply with the reservoir storage criteria as set out in the master plan. Upgarding of the Plankenburg bulk sewer is currently in progress and once completed will have sufficient capacity to accommodate the proposed development. The maximum electricity demand of the development is estimated at 900kVA and the new infrstructure will be designed to transfer this load to avoid the need for future upgrades.

SECTION 5 DEVELOPMENT PROPOSAL AND APPLICATION MOTIVATION

5.1. Design Approach

The proposed development concept was formulated through an iterative design process, which was informed by the contextual assessment and site assessments, undertaken by the professional team. ***Figure 5.1*** diagrammatically illustrates the process that was followed in designing and formulating the development proposal.

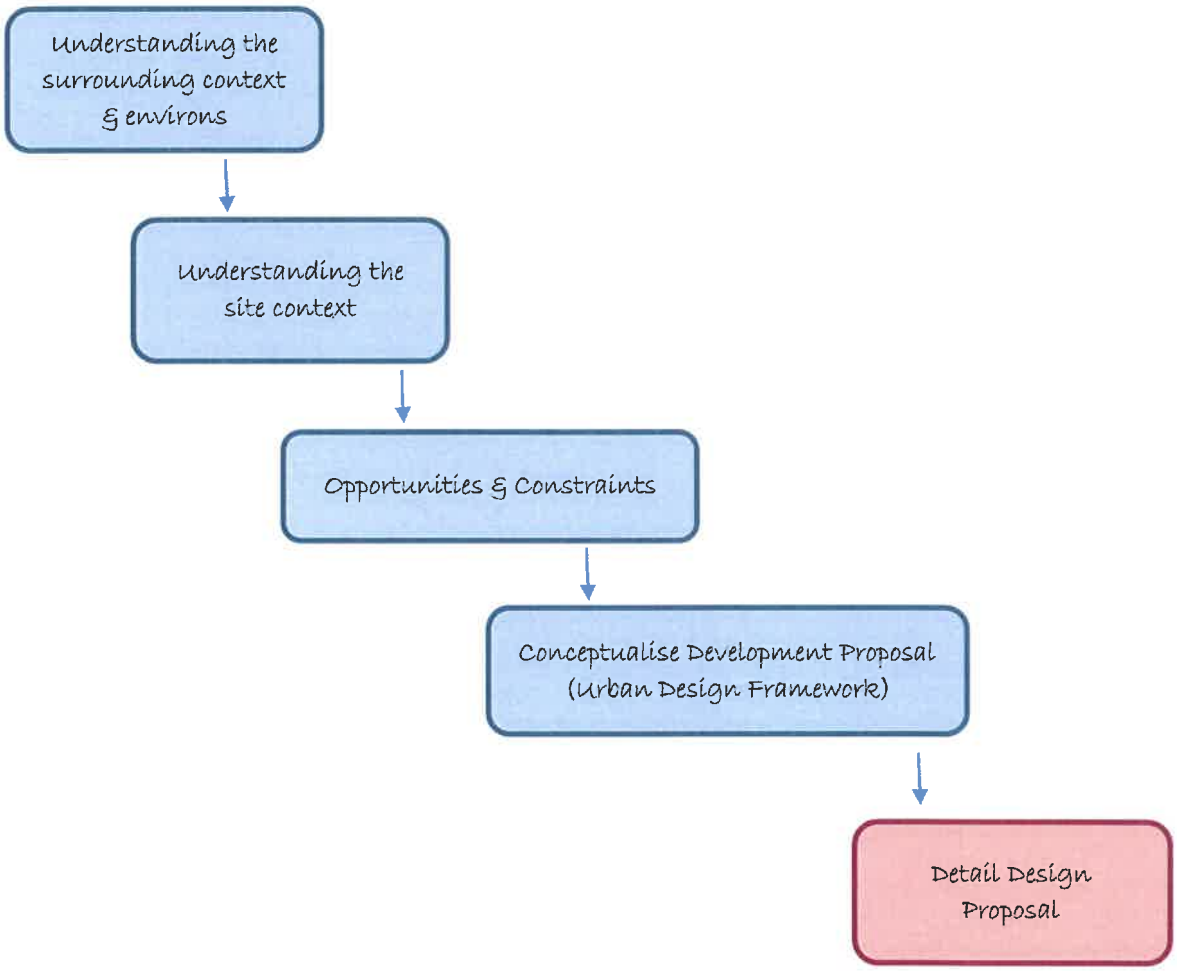


Figure 5.1: Diagram - Design Approach and Process

As indicated above, the design and development proposal included a thorough assessment of the site's context, attributes and constraints, which informed, shaped and guided the formulation of the proposed development concept.

The design team included the following specialists:

- Town Planners - Urban Dynamics
- Heritage Specialist - Cindy Postlethwayt

- Architects and Landscaping - Boogertman & Partners
- Traffic Engineers - iCE Group
- Civil Engineers - Lyners
- Electrical Engineers - Lyners
- Urban Design - JSA Architects and Urban Designers

Furthermore, the design and conceptualisation process included consultation with the relevant Stellenbosch Municipal Departments (Planning and Engineering), which provided valuable inputs to ensure that relevant requirements are adhered to.

5.2. Urban Design Informants

JSA Architects, together with the professional team, undertook an assessment of the surrounding urban environment and built form in order to gain a thorough understanding of the site in its surrounding context, and to determine what the appropriate development response would be.

The urban design informants include a series of design indicators and design guidelines as a tool to measure and to evaluate the detail development proposal on the site. The design indicators respond to the contextual understanding of the site, and provide arguments for different convivial interface proposals to respond to the very different interface conditions. Furthermore, the design indicators respond to the recommendations of the heritage statement by the Heritage Specialist.

The design indicators and guidelines are summarised as follows:

5.2.1. Dennesig, Paul Kruger and Hofman Roads - Contextualised

Dennesig, Paul Kruger and Hofman Roads, are characterised predominantly by residential (single dwellings and flats) uses. The streets support two-way traffic with on-street parking on both sides. To the south of Dennesig Road, blocks of flats have developed over time. The edges of the new development need to be active to enliven the surrounds and respond to the height and change in urban grain. Pedestrianised street edges (walking and cycling), with complementing landscaping elements, are also encouraged. ***Figures 5.2 – 5.4*** represent conceptual street sections, pedestrian activity, and landscaping in the aforementioned roads.

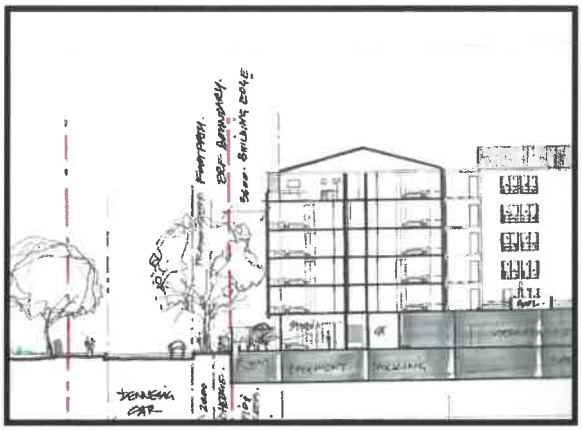


Figure 5.2: Street Section – Dennesig Road

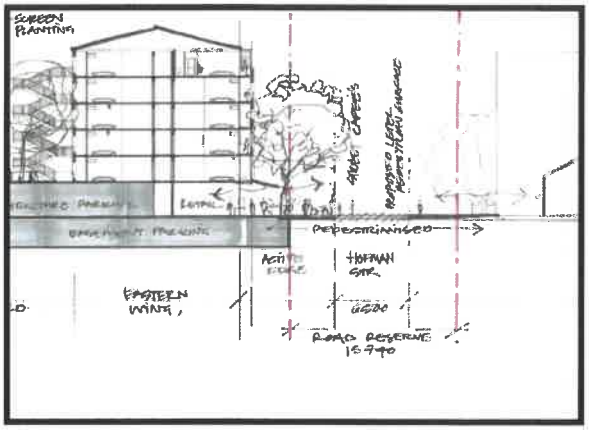


Figure 5.3: Street Section – Hofman Road

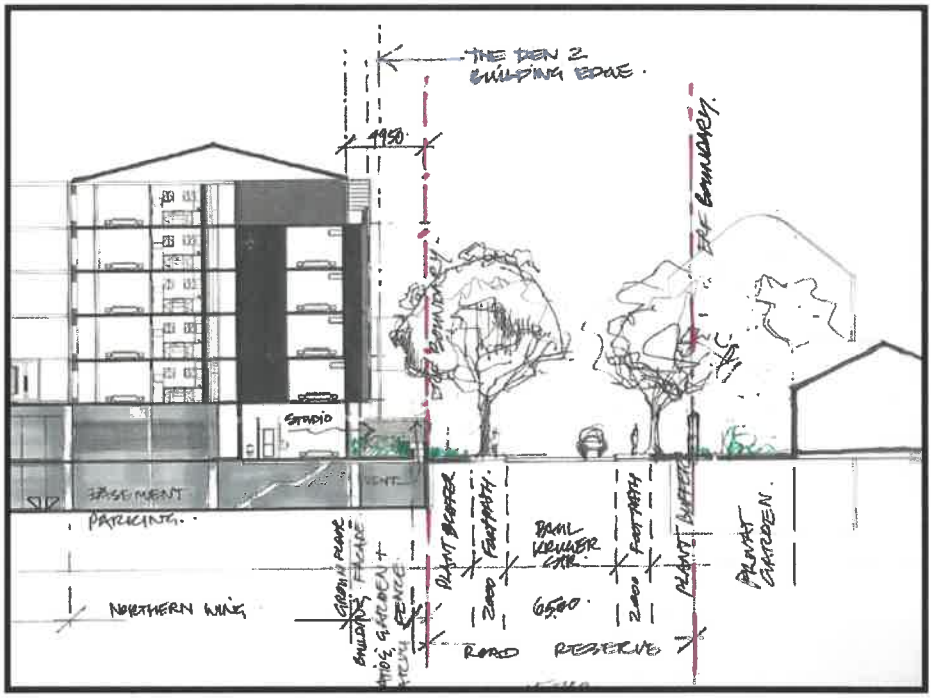


Figure 5.4: Street Section – Paul Kruger Road

5.2.2. Nodal Points

Various nodal points (points of interests) were identified in the broader urban environment, relative to the proposed application site. These points include, but are not limited to, the main campus of the SU, the Stellenbosch Central Business District (CBD) and major movement networks (refer ***Figure 5.5***).

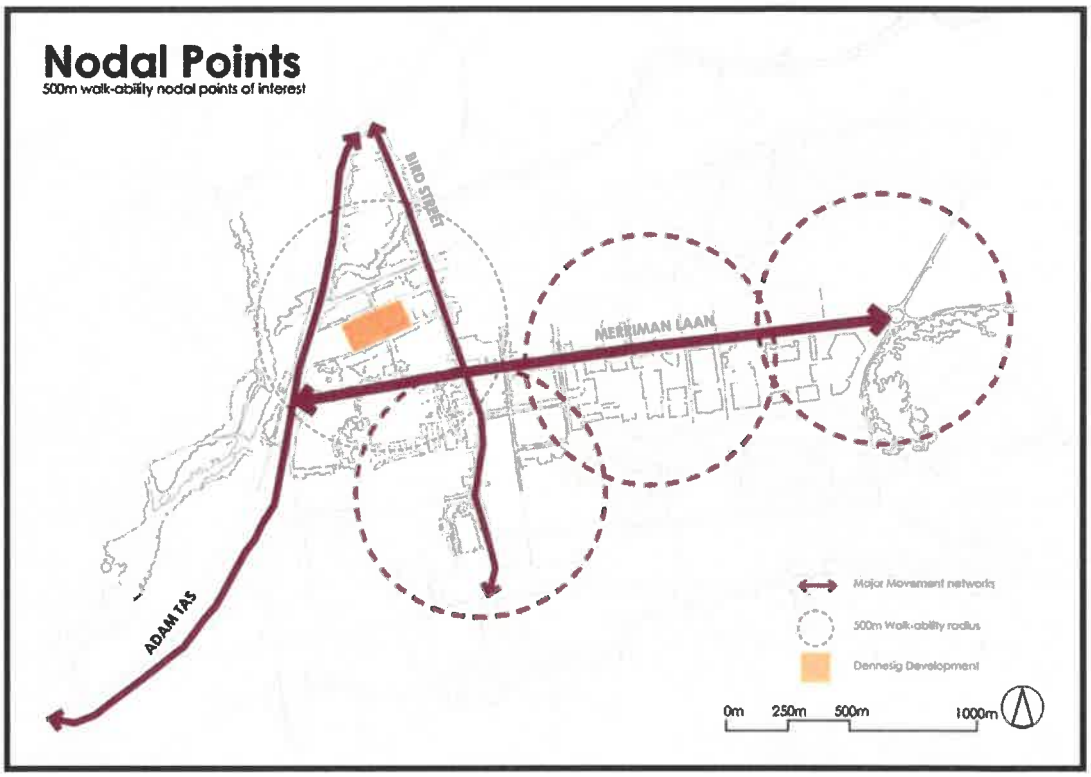


Figure 5.5: Nodal Points relative to the site

The application site is located within close proximity (walking distance) of points of interest in the town, in a highly accessible location. Given the excellent location of the site, high density mixed-use development, along with a pedestrianised environment, should most definitely be promoted.

5.2.3. Student Accommodation

Due to the high demand for student accommodation in Stellenbosch, the Project Team also consulted with the SU. The SU has a set of design requirements/criteria, for a development to be credited as student housing. Existing locations of student accommodation were also identified in the Dennesig area. ***Figure 5.6*** below indicates the degree to which redevelopment has already been initiated and converted to high density residential use. Not all developments according to ***Figure 5.6*** include student accommodation only.

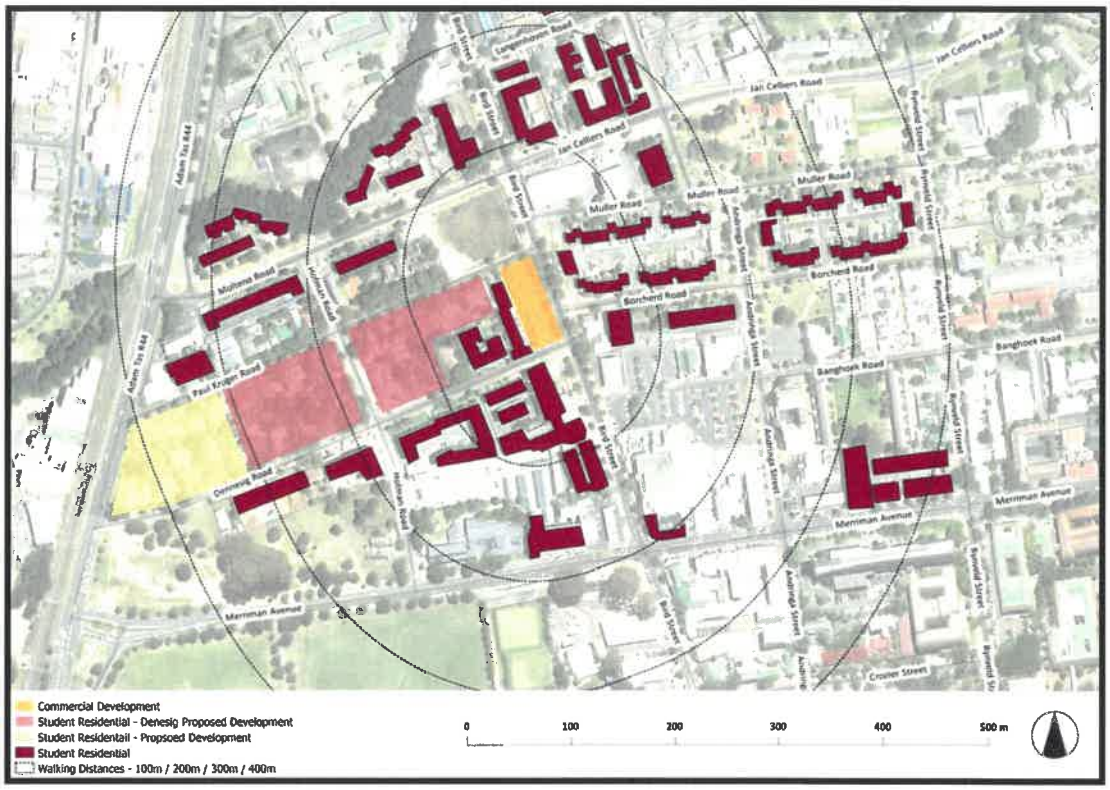


Figure 5.6: Student accommodation relative to the site

5.2.4. Pedestrianisation and Green Routes

The SU has identified a 'Green Route' which, in addition to general patrol services, is actively patrolled by security officials on foot and by bicycle from 21:00 to 06:00. It is recommended by the SU that students use the green routes when walking around on the main campus. The proposed application site is excellently located to connect with the existing SU Green Route, as presented in ***Figure 5.7***.

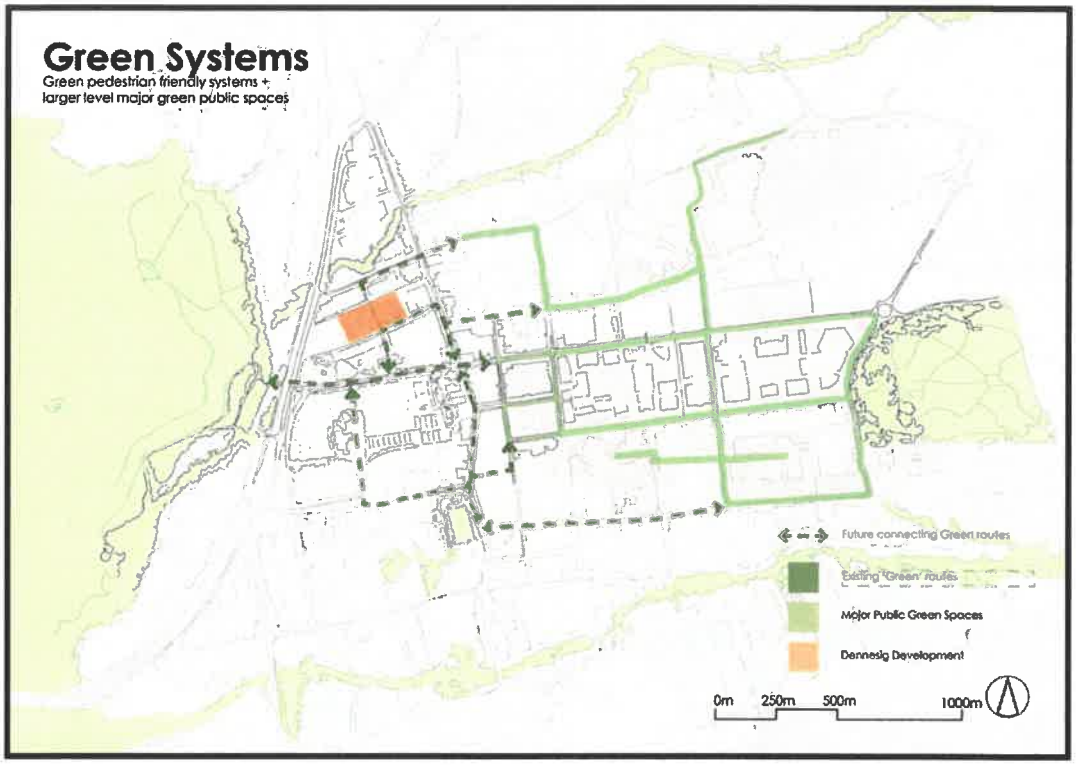


Figure 5.7: Proposed connections with existing Green Routes)

By extending the SU Green Route to the application site and existing surrounding student accommodation, a safe pedestrian movement system for students will be ensured. A pedestrianised environment is encouraged and the following design indicators are noted:

- The proposed development aims to reduce the impact of vehicles and prioritise pedestrian convenience along movement routes.
- The SU should consider extending the green routes towards Dennesig.
- Sidewalks should be designed to create continuity, pedestrian protection through tree canopies and building overhangs, where possible.
- Reduce the extent of vehicle entrances to the proposed development to promote activated interface at street level.
- Provide pedestrian entrances to the proposed development.
- Use screening devices to mitigate visual impact of parking areas.

5.2.5. Positive Street Interface

In keeping with good urban design, taller high density buildings should be differentiated in their form, namely to **activate the base and body** of the structure. Activity is being promoted on the first floor by the means of ancillary uses (swimming pool, multi-purpose pitch, communal spaces etc.). The rezoning of the application site to Specific Business Zone provides the opportunity of developing a retail component on ground floor, to allow for an active base.

The proposed development would contribute to the town of Stellenbosch, in the following manner:

- Internally, it will provide a complete living environment for the residents in a self-contained 'village' which provides most of the amenities required by the residents. This will reduce the need for residents to commute to facilities further afield.
- Externally, it will positively contribute to the local urban environment by creating publicly accessible places, contribute to the creation of a network of public places and spaces, contribute to the upgrade of the road network through landscaping and pedestrian friendly routes, and contribute to safety by providing supervised, lively edges to the roads.
- Operationally, it will encourage a move away from private vehicles to public transport, walking and cycling (NMT), thereby providing relief for the stressed road network.

The Urban Design Informants Investigation is attached as ***Annexure H***.

5.3. Development Proposal

Following the aforementioned assessments and iterative multi-disciplinary design process, the architects (Boogertman & Partners) translated the design principles and informants into a more detailed development proposal, which are based primarily on the following underlying principles:

- Mixed-use development (residential, retail and ancillary uses);
- Vehicular access from Dennesig Road;
- Main pedestrian access from Dennesig Road;
- Optimise development potential on the site, based on contextual assessment and urban design informants, rather than focussing primarily on zoning rights;
- Incorporate design guidelines and indicators identified in the heritage statement and urban informants;

- Respond appropriately to directly surrounding context in terms of scale, massing, grain, interfaces, etc.; and

- Activate building edges with balconies, texture, landscaping, planting and colour.

Please note that the proposed development is also designed based on design criteria obtained from the SU, to obtain student housing accreditation (refer ***Annexure I*** for accreditation letter). Based on these principles, design guidelines and indicators, the architects formulated the following development proposal (refer ***Annexure J*** for the SDP):

5.3.1. Basement and Ground floor

The proposal includes two parking levels (i.e. basement storey and ground floor). Vehicular access to the site will be obtained from Dennesig Road. An access ramp to the basement is located on the western boundary of the site. Natural air ventilation openings and ample fire escapes are provided on the periphery of the basement. Please note that provision has also been made for bicycle and motorcycle bays. Two pedestrian access points are provided within the proposed development. The main pedestrian access is located directly off Dennesig Road and an additional pedestrian access is located along Hofman Road.

In order to create positive street edges, the proposed development has residential units (23) on the ground floor facing outwards. The ground floor units were also set back to create larger private gardens, to create a positive public-private interface with the streets. By providing residential uses on the ground floor, the street level interface is activated. The residential units on the ground floor will also increase safety and provide a level of 'surveillance' to the retail on ground floor. Services (electrical substation, refuse area and generator room) and two security rooms are also located on the ground floor.

Additional uses (foyer, management office, reception area, waiting room etc.) are also located on the ground level. Building line departures (street and a minor departure for lateral boundaries) are being applied for, to accommodate residential uses and a security room. A building line departure to 0 m is also submitted to accommodate municipal services on the site.

Refer ***Figures 5.8*** and ***5.9*** below for the ground floor and basement layouts.

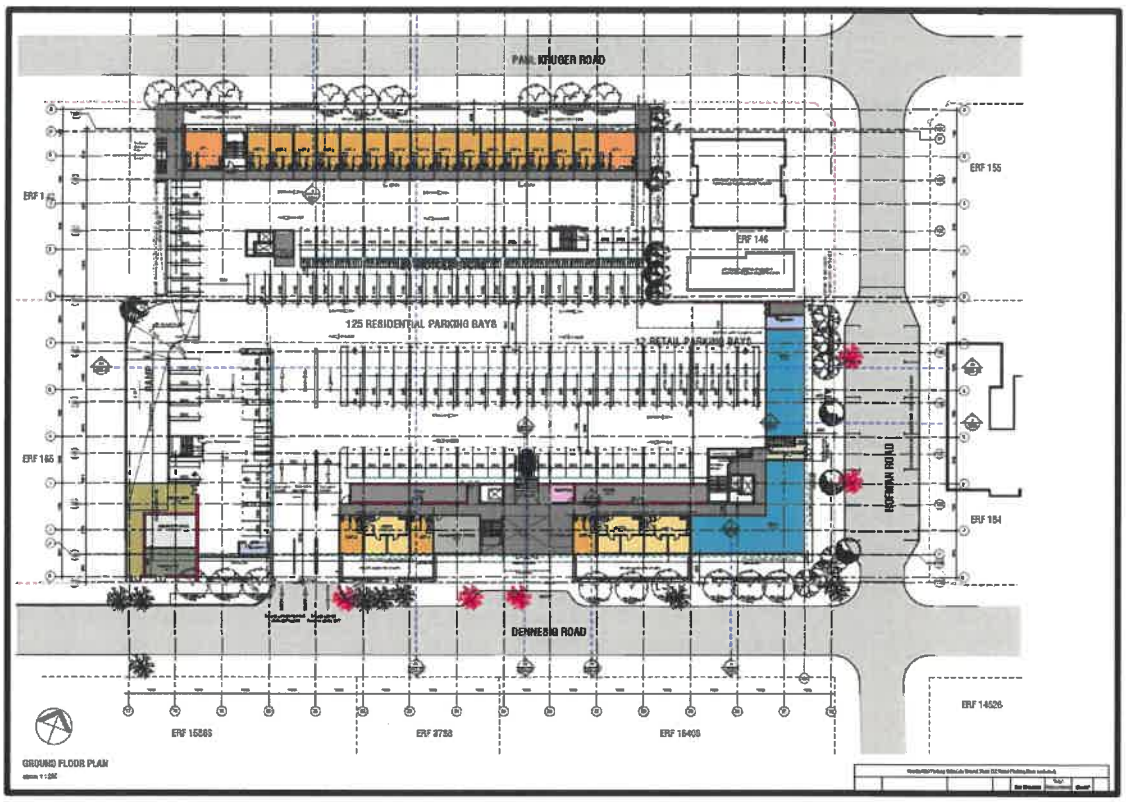


Figure 5.8: Ground floor

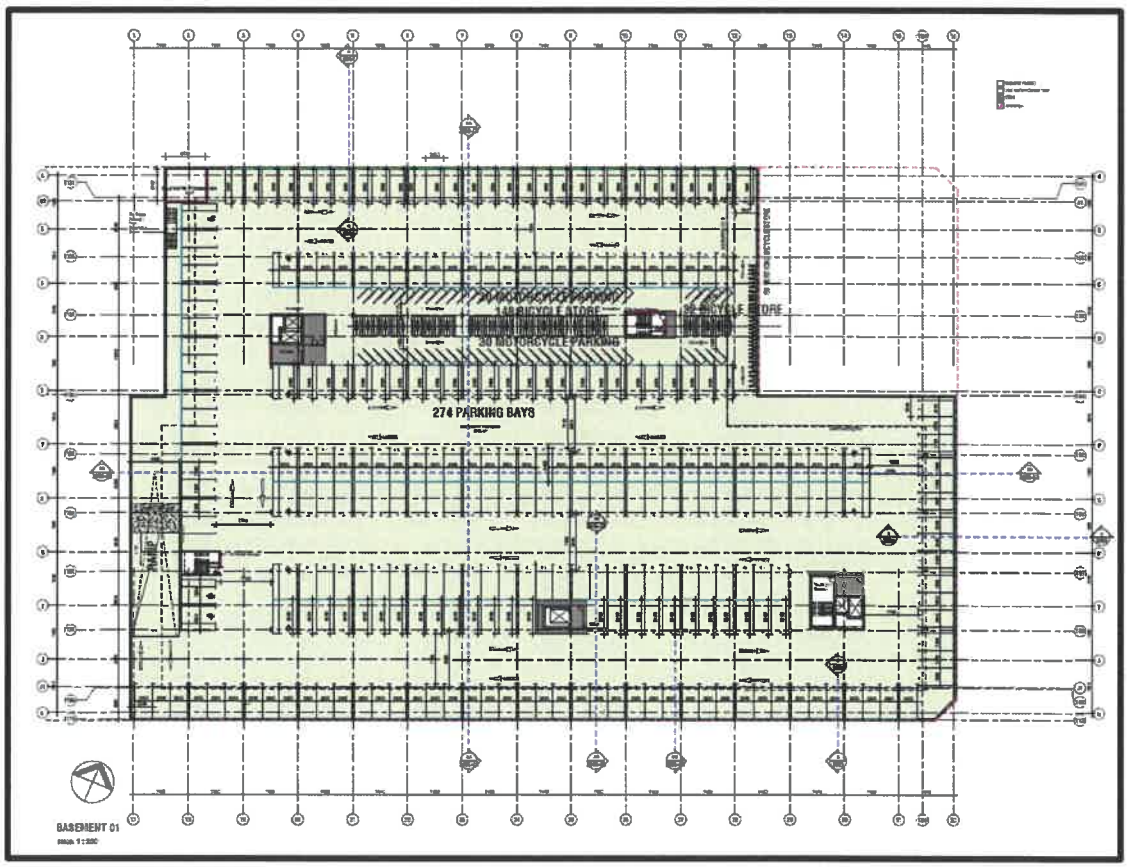


Figure 5.9: Basement

Hofman Road will be paved and landscaped (to discourage the movement of vehicles) as a pedestrian friendly gathering place that can potentially become a focus point (vibrant plaza) for the local neighbourhood. Retail facilities are located along Hofman and Dennesig Roads (refer ***Figure 5.10***), to provide facilities not only for the residents, but also for the wider public. This area will therefore serve as the spatial forecourt of the building, linking it into the larger urban structure of Stellenbosch.



Figure 5.10: Visual presentation of active street edge at c/o Dennesig and Hofman Roads

5.3.2. First floor

The proposed first floor will accommodate a variety of ancillary uses, along with residential units (86). The ancillary uses include a communal kitchen, lounge, multi-purpose hall, multi-purpose pitch, courtyard with landscaping, swimming pool, a study area etc. By providing ancillary uses to the residents on the first floor, it will contribute towards the objective of a 'complete living environment', which will reduce the need for residents to commute to facilities further afield. Application for building line departures (street and lateral) is being submitted to accommodate the residential uses on the first floor. ***Figure 5.11*** below indicates the first floor layout.



Figure 5.11: First floor layout

5.3.3. Second – Fourth floors

The second to fourth floors (refer ***Figure 5.12 - 5.14***) are replicas of each other. A combined total of 309 residential units are proposed on the said floors (103 units per floor). Additional uses such as meeting rooms, study areas, games rooms and lounges, are also located on each floor. Application for building line departures (street and lateral) is being submitted to accommodate the residential uses on the second to fourth floors.



Figure 5.12: Second floor layout



Figure 5.13: Third floor layout



Figure 5.14: Fourth floor layout

5.3.4. Fifth floor

The fifth floor accommodates a total of 90 residential units. A games room, study space, meeting room and two communal balconies are also located on the fifth floor. The fifth floor is also set back further from the road to mitigate the visual impact of the proposed development, as well as to incorporate the building within the surrounding context. ***Figure 5.15*** below, represents the fifth floor layout. Street and lateral building line departures will be required to accommodate the residential uses on the fifth floor. It should be noted that application is being submitted to allow for 6 storeys in lieu of three. The proposed development is approximately 19.8 m tall (to top of roof).



Figure 5.15: Fifth floor layout

5.3.5. Architectural Design

The following main architectural design principles are presented by the proposed development:

- The development proposes a state-of-the-art student village within a stylish student apartment building, which will have top quality amenities and facilities to ensure a completely comfortable and enjoyable living experience for all its inhabitants and visitors.
- The proposed development was designed to promote a well-integrated, sustainable, safe and amiable living environment.
- The composition of the building components is ordered to create two spatially pleasant internal courtyards, protected and overlooked by residential units and balconies.
- The building is not elevated on the street edges to cater for structured parking, but rather actively engages on the street edges with entrance porches, generous lobbies, unit patios, retail stoops and spill out seating for small coffee shops and interactive retail opportunities.

- Parking is being concealed from the abutting roads.

- The proposed structures are designed with a predominantly North-South facing orientation where the site allows, ensuring optimal comfort within the structures. Where North orientations couldn't be achieved, units are protected against climatic variations that could cause discomfort. Deep set balconies generally will protect glazing elements from exposure to the sun and excessive heat gains during the summer months. A sustainable central heating system will provide comfort in the colder winter months.

- The building will have a strong urban presence and contribute to the modern vernacular character of the area, within a well-established tree-lined urban landscape.

- The building form follows the original rectangular geometry of the original rectilinear grid of the historical township layout. The building follows the traditional pattern distinctive in Stellenbosch of buildings 'hugging' and 'enclosing' the streets, therefore better defining the streets as public space and place.

- The entrance legibility is celebrated with its prominent scale and contrast in relation to the solid white elevations, which forms the bulk of the building's presence. There is also a secondary pedestrian entrance from Hofman Road to ease interaction between the retail component and the residential use.

- The predominant body of the building is elevated forward and is the most visible part of the building. This feature is mainly the white rendered walls that are punctured with regular balcony recesses.

- The architectural style of the proposed development is responsive to its historical contextual environment. Although a modern interpretation, this building gleans from the rich heritage of Stellenbosch's unique rural architecture and mountainous village setting.

- The mainly smooth rendered white washed surfaces juxtaposed with recessed glazed surfaces and deep-set balconies, will enhance the integration with a contemporary urban aesthetic that connects with the historical vernacular style of Stellenbosch.

- Modern relaxed living with design at its core, the contemporary units will be fitted out with high-end fixtures and finishes. High standard performance glass windows, built in cupboards, engineered stone counters in the kitchen and bathrooms, and fibre optic internet will be some of the design features that will feature in the units.

The Architectural Motivation is attached as ***Annexure K***.

5.3.6. Section Drawings

The following section drawings indicate the proposed development relative to height and setback requirements of the application site.

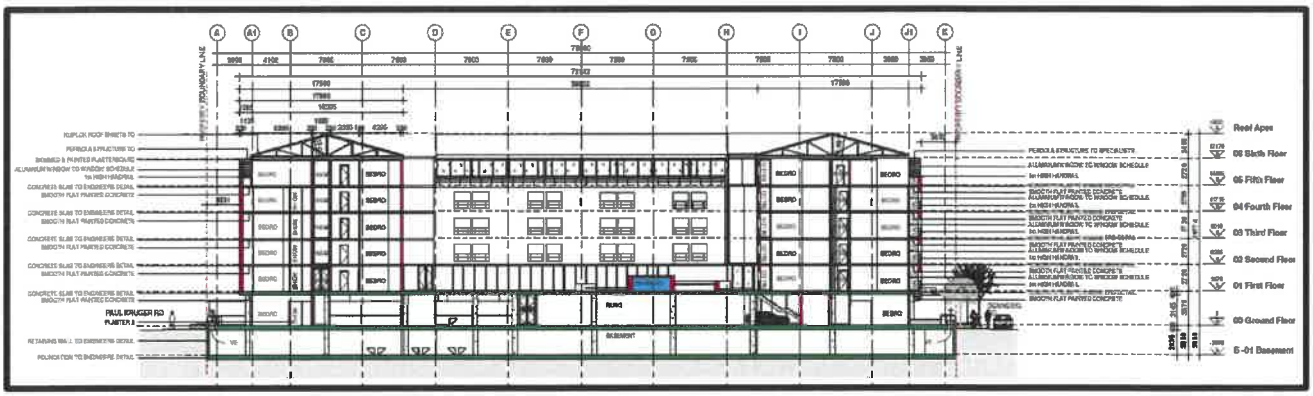


Figure 5.16: Section drawing AA-CS

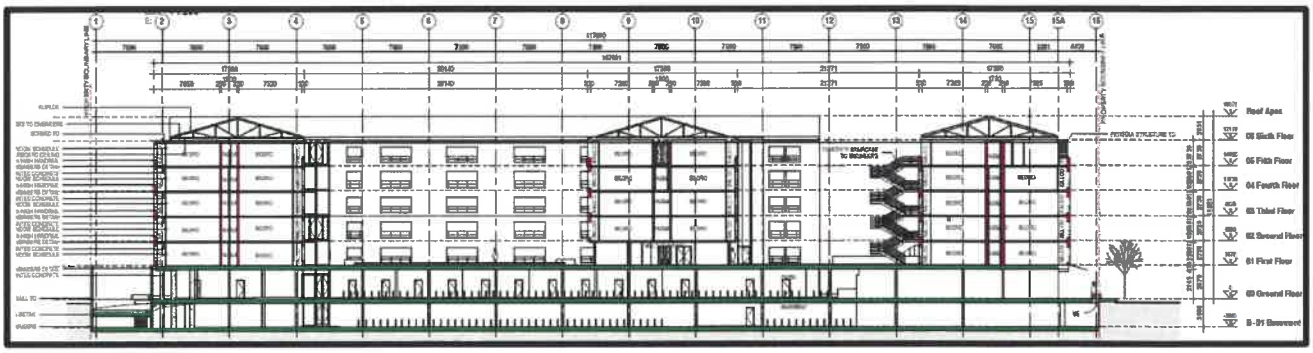


Figure 5.17: Section drawing BB-CS

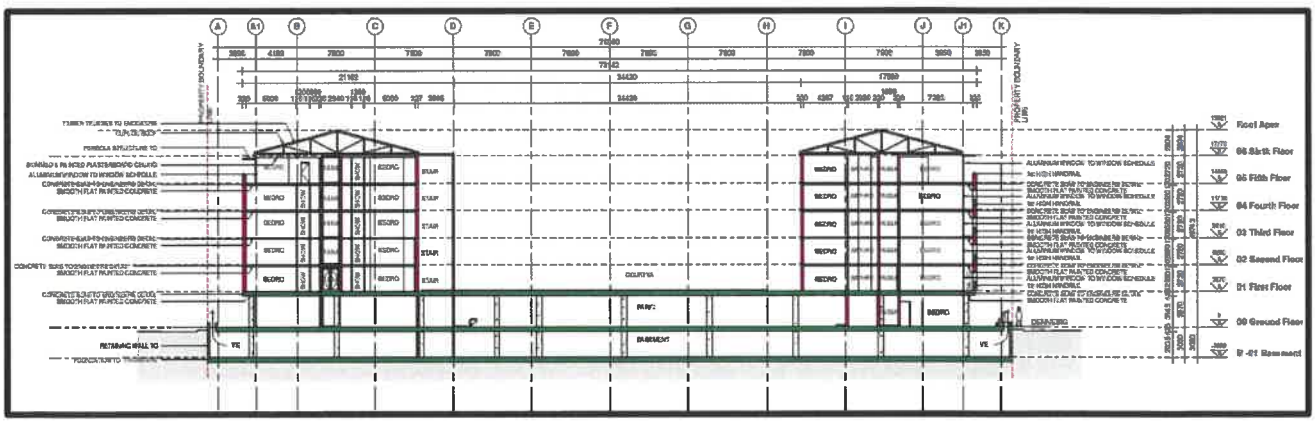


Figure 5.18: Section drawing CC-CS

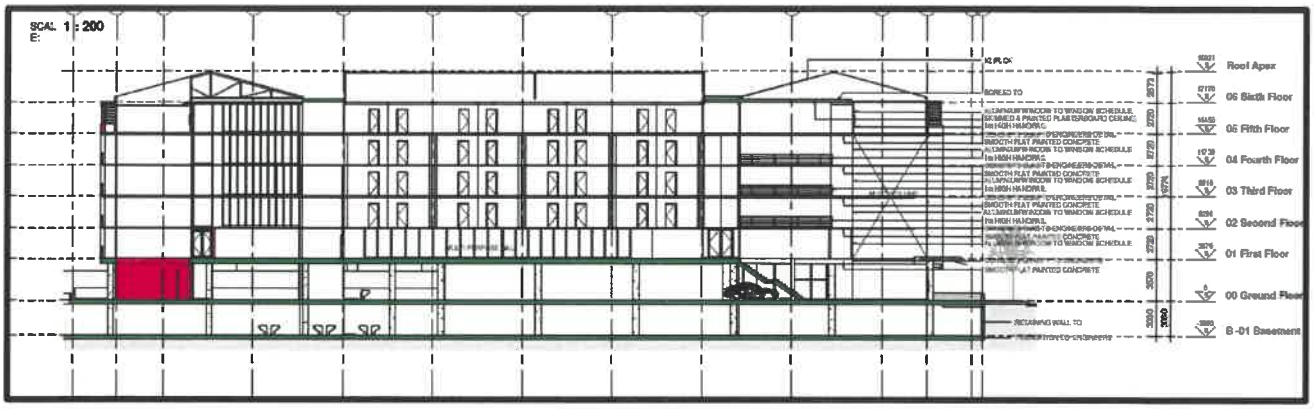


Figure 5.19: Section drawing DD-CS

Figures 5.20 and ***5.21*** below represent section drawings of balconies/ units facing onto the street to create a positive street interface and the 'eyes on the street' concept.

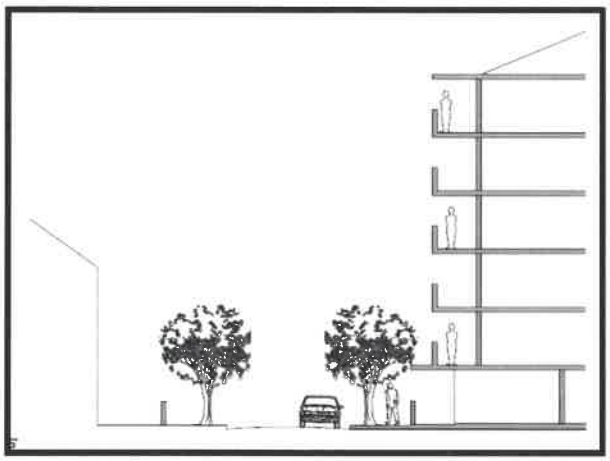


Figure 5.20: Section drawing

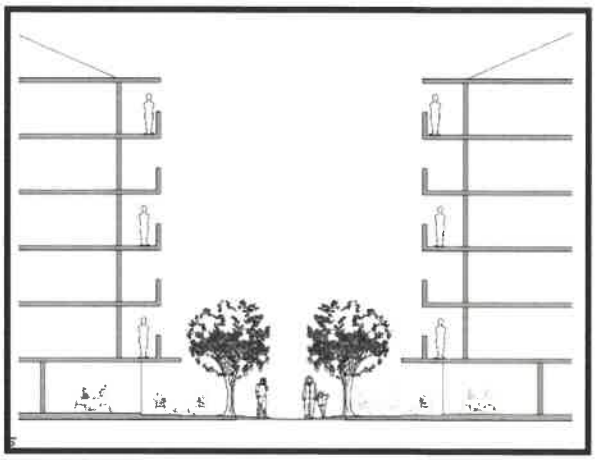


Figure 5.21: Section drawing

The following section drawings represent the proposed development with relation to Dennesig Road (refer ***Figure 5.22***), Paul Kruger Road (refer ***Figure 5.23***) and Hofman Road (refer ***Figure 5.24***). It is clear from the drawings that an active high quality pedestrian environment is created (soft and hard landscaping). Ample space is provided to accommodate cycling and walking on the sidewalks next to roads.

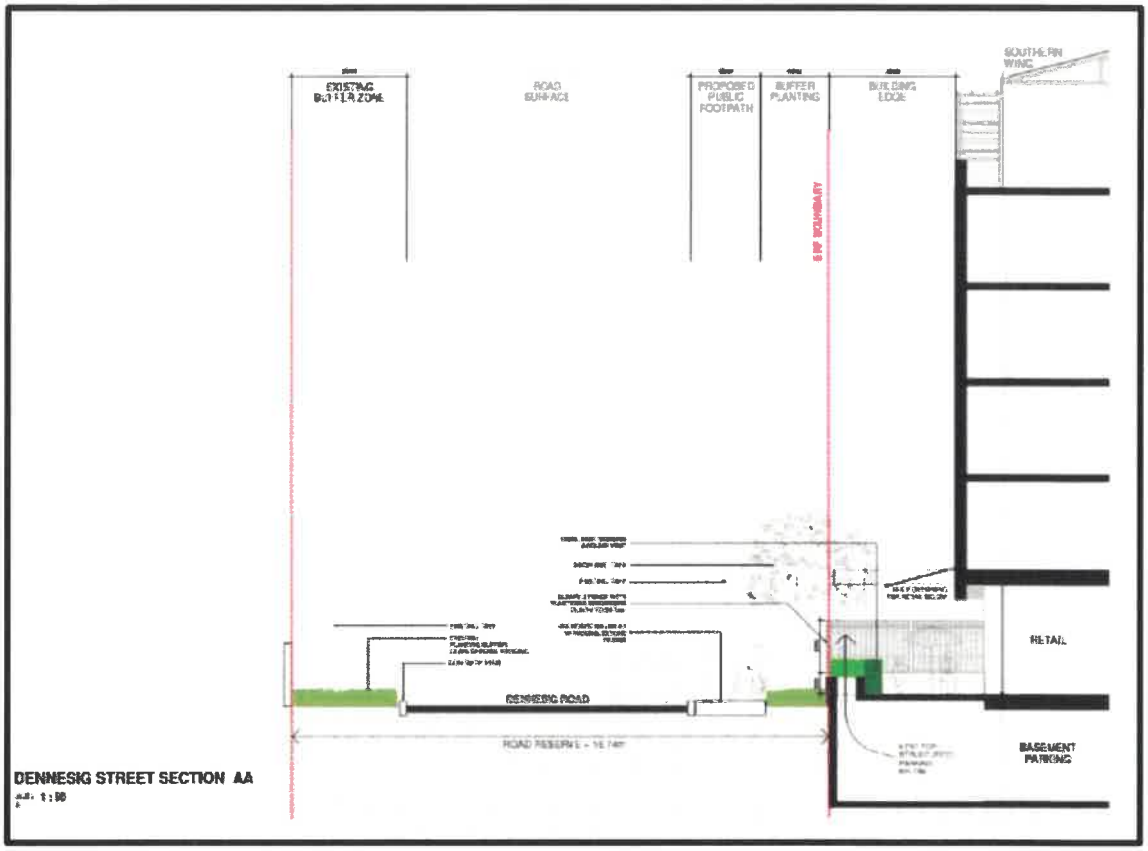


Figure 5.22: Street section – Dennesig Road

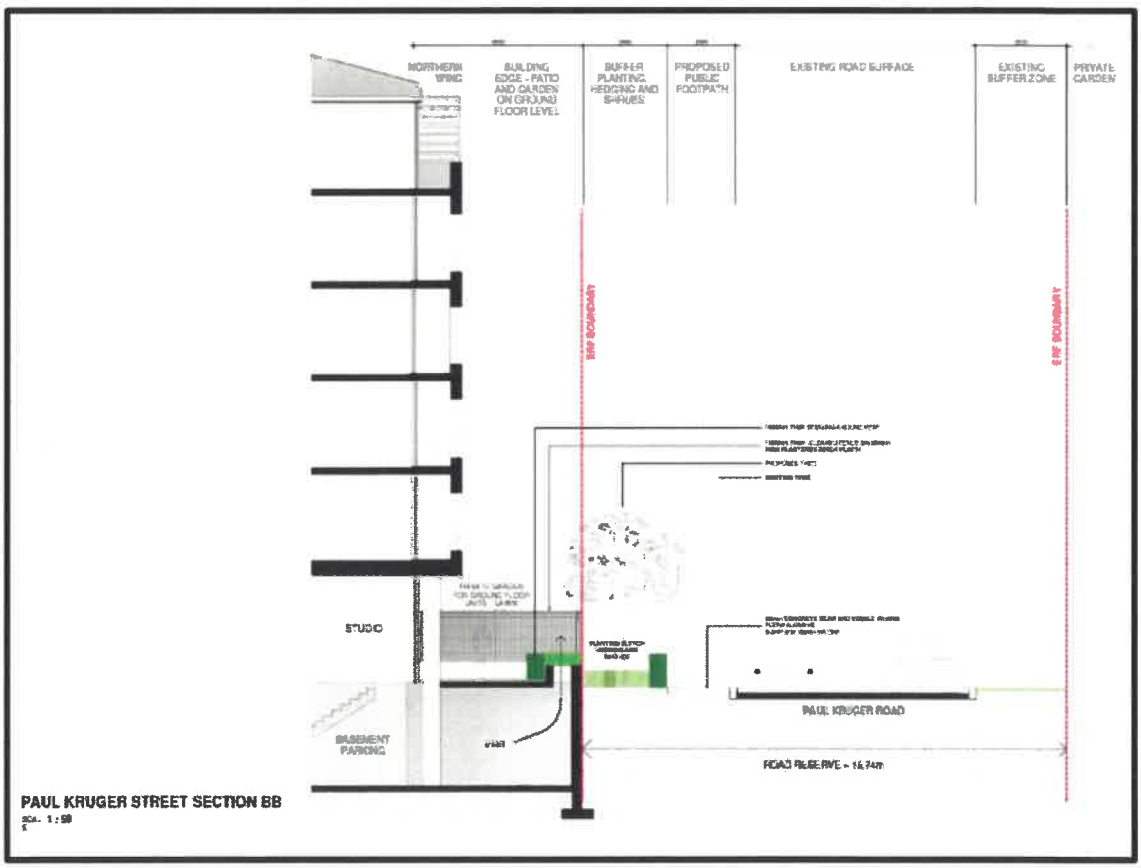


Figure 5.23: Street section – Paul Kruger Road

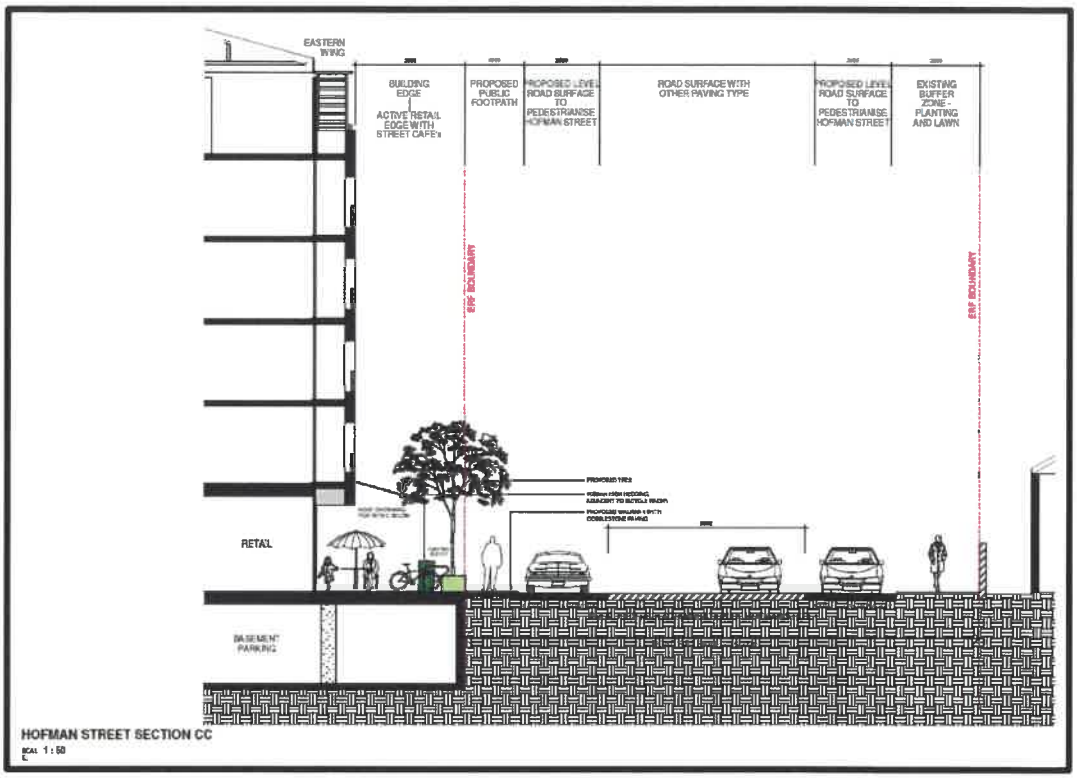


Figure 5.24: Street section – Hofman Road

5.3.7. 3D Renderings

The proposed development will have balconies and windows, overlooking the abutting streets to create the 'eyes on the street concept' (increased safety) and positive street interface (refer ***Figure 5.25***).



Figure 5.25: Positive street interface (eyes on street concept)

Figure 5.26 below represents the proposed development within the broader Dennesig neighbourhood. It is clear that the proposed building 'fits' within the context of the surrounds. ***Figure 5.27*** is a visual presentation of the proposed view towards the development, from Dennesig Road.

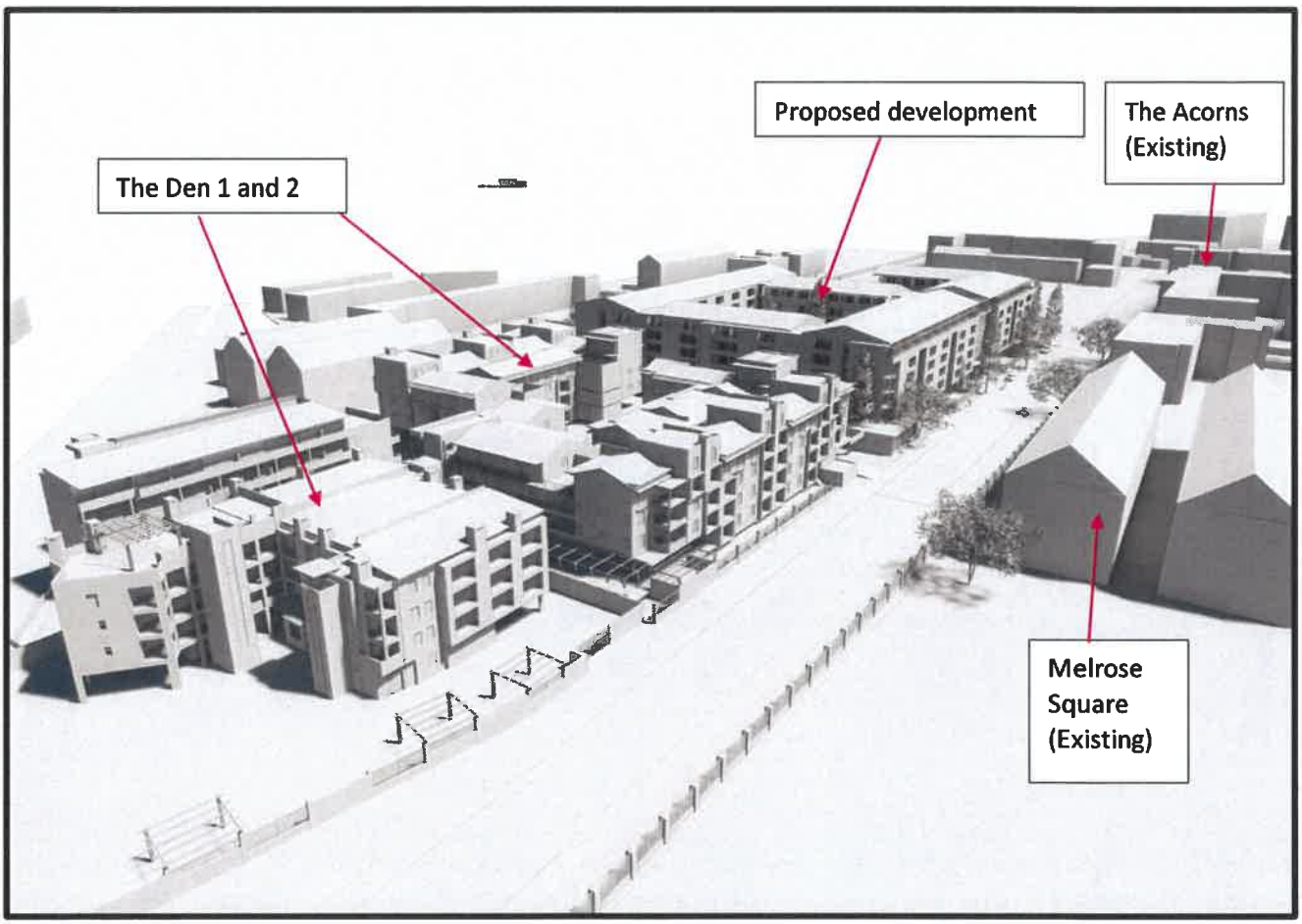


Figure 5.26: Locational 'fit'



Figure 5.27: View from Dennesig Road

Figure 5.28 represents the proposed view from Dennesig Road towards Hofman Road. The proposed development is presented in context with the surrounding environment in ***Figures 5.29*** and ***5.30***.

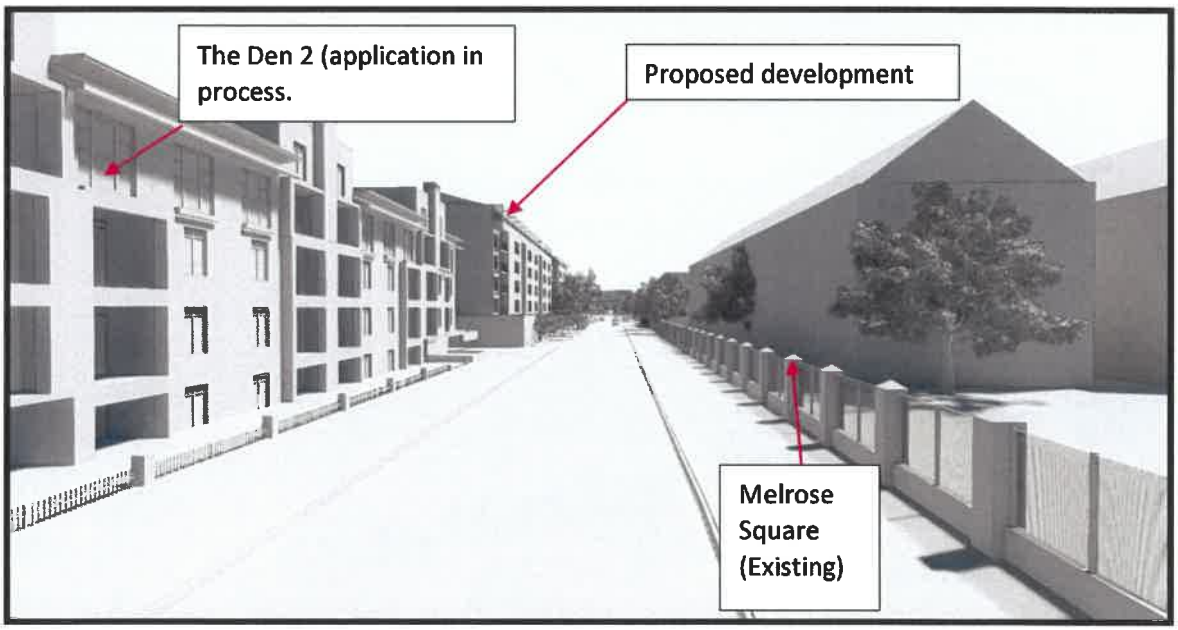


Figure 5.28: View from Dennesig Road towards Hofman Road

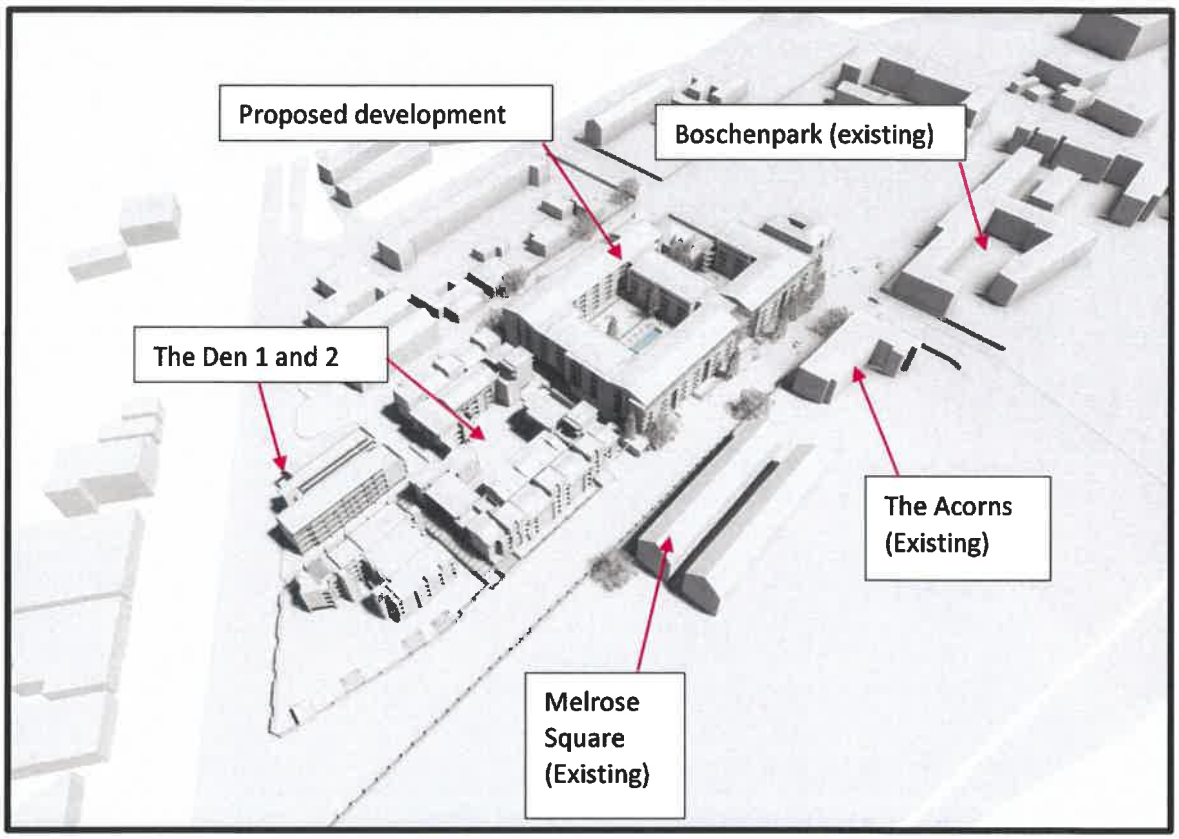


Figure 5.29: Proposed Aerial View

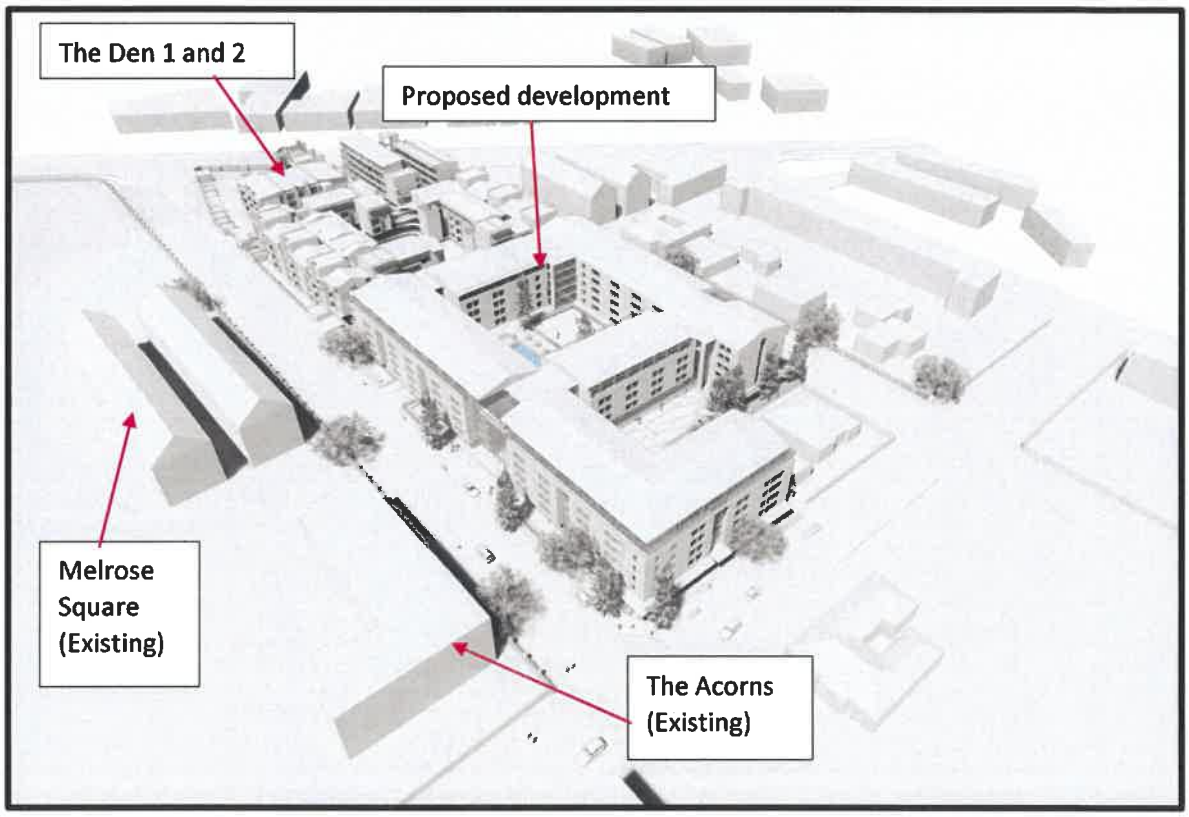


Figure 5.30: Proposed Aerial View

Figures 5.31 and ***5.32*** represent the proposed courtyard, along with ancillary uses (swimming pool and multi-purpose pitch) within the proposed development.



Figure 5.31: Proposed Courtyard



Figure 5.32: Proposed Multi-purpose pitch and swimming pool

5.3.8. Landscaping

Landscaping features will be implemented as tools/ measures of mitigating potential visual impacts of the proposed development, as well as to create a high quality urban environment. Landscaping will also activate the pedestrian environment. The landscaping approach to be followed for the proposed development is based on sustainable landscaping principles, as follows (refer ***Figure 5.33*** below):

- Retain most of the existing trees. Trees growing next to foundations, could be affected by the lack of moisture in the soil. Trees, especially next to the basement, will therefore be treated by PHC Vertimulch, a granular soil inoculant applied as a standard vertimulch, or by radial trenching techniques. The suggested feeding/stabilizing process could include the following: "*It contains a cocktail mix of beneficial rhizosphere bacteria that fix nitrogen and solubilize mineral phosphorus, and spores of ectomycorrhizal and VA mycorrhizal fungi. These are blended with humates, Terra-Sorb water-absorbet gel, and various organic ingredients to increase beneficial microbial activity in the rhizosphere and promote the development of mycorrhizal roots for improved water and mineral nutrient absorption.*" The PHC Vertimulch will assist the trees with water absorption, next to the building foundation.
- Trees that are not at risk, will be replaced by better and more suitable species.
- Water wise gardening with hardy plants to be implemented.
- There is an automatic irrigation system that will be installed taking cognizance of the type of planting.
- Alternative water harvesting measures will be implemented to avoid having to use potable water for irrigation.
- Road reserves will be landscaped to accommodate pedestrian walkways and green buffer strips to provide privacy for ground floor units.
- The mixed use with retail on the ground floor on the corner of Dennesig Road and Hofman Road will create a vibrant plaza environment. Shade trees, hedges and planters will visually soften and create a cool relaxed atmosphere.
- The development will provide for active and passive recreation. A rooftop garden with a swimming pool, multi-purpose sport field with associated shaded seating provide for active recreation. Passive recreation is provided for within the provision of a South facing decked area with band of extensive roof garden.

The Landscaping Report with the associated Landscaping Plan is attached as ***Annexure L***.

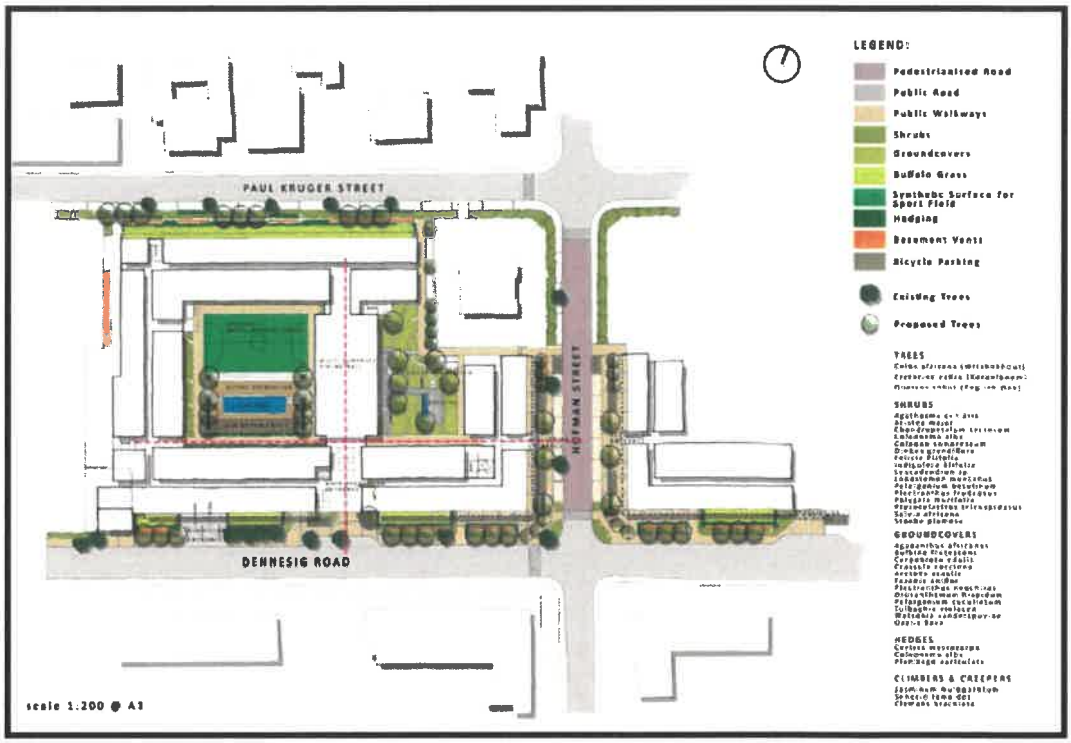


Figure 5.33: Conceptual Landscaping Plan

From the above-mentioned sections and 3D renderings, it is clear that the development proposal and design of the proposed building is the product of a **thorough process of iteration and mitigation** in order to **respond positively** and appropriately to the context and immediate environs of the application site, while **incorporating the recommendations of the urban design informants and heritage impact assessment**.

5.4. Application Requirements

The above-mentioned development proposal, illustrated in the respective figures and plans, requires certain applications in terms of the Stellenbosch Municipal Land Use Planning By-Law (2015), summarized in ***Table 5.1*** as follows:

Table 5.1: Application Requirements

SPECIFIC BUSINESS ZONE - STELLENBOSCH MUNICIPALITY ZONING SCHEME REGULATIONS (1996) Please note that the rules of development for Specific Business Zone, are as for General Business Zone erven.			
ZONING PARAMETERS	**PERMISSIBLE/REQUIREMENT**	**PROPOSED DEVELOPMENT**	**COMPLIANCE**
BUILDING SETBACKS	• **Business use** – Shops, basement storeys: 0 m. – Where a business erf bounds on a single residential, group housing, or general residential erf, the building lines with respect to any such common boundary shall be at least 3 m.	4.9 m	✓
	• **Flats** – **Street**: 7.6 m – **Lateral and rear boundaries**: 4.6 m	• Street building lines (Dennesig and Paul Kruger Roads) of 4.95 m for residential uses on ground floor. • Street building lines (Dennesig, Paul Kruger and Hofman Roads) of 3.5 m for residential uses on the first to fourth floors. • Street building lines (Dennesig, Paul Kruger and Hofman Roads) of 4.8 m for residential uses on the fifth floor. • Street building line (at the corner of Hofman Road and Dennesig Road) of 2.9 m to accommodate residential units on the first to fourth floors.	**Departure** Application is submitted for building line departures along Dennesig, Paul Kruger and Hofman Roads, as well as along Erven 142 and 165 Stellenbosch, to accommodate the residential component and services within the proposed development.

		• Lateral building lines (adjacent to Erven 142 and 146, Stellenbosch) of 4.5 m for residential uses. • Lateral building line (adjacent to Erf 165 Stellenbosch) of 0 m to accommodate a refuse area on ground floor. • Street building line (Dennesig Road) of 0 m to accommodate a refuse area and electrical substation on ground floor. • Lateral building line (Erf 146 Stellenbosch) of 2.3 m to accommodate a security room on ground floor. • Street building line (Dennesig Road) of 2.1 m to accommodate a canopy overhang along the main pedestrian entrance. • Street building line (Hofman Road) of 1.26 m to accommodate a canopy overhang along the secondary pedestrian entrance.	
HEIGHT	• **Business use** – 5 storeys	1 storey	✓
	• **Flats** – 3 storeys	6 storeys	**Departure** Application is submitted to allow for 6 storeys in lieu of 3 storeys.

COVERAGE	• **Business** – 85%	4%	✓
	• **Flats** – 50%	58% above ground floor (9% on ground floor)	**Departure** Application is submitted to allow for coverage of 58%.
PARKING	• **Business** – 1 bay per 25m²	1 bay per 25 m²	✓
	• **Accommodation** – 1 bay for every bedroom	0.85 bays per bedroom	**Departure** Application is submitted to allow for a parking ratio of 0.85 bays per bedroom.

The proposed development does require certain **departure applications**, but in our considered opinion and based on the urban design assessment, the departures in fact contribute to an **improved building** that will **fit into the context and landscape** of the site, addressing the demand for student housing in Stellenbosch, consistent with Council's policy directives.

5.5. Conclusion

In terms of the building design, urban design and development concept, it can be concluded that the proposed development:

- Responds positively to surrounding built form;
- Responds positively to heritage and architectural character of the surrounding area;
- Establishes and promotes active and permeable street interfaces;
- Incorporates adequate design mitigation to sensitively respect neighbouring buildings;
- Considers and incorporates design principles and criteria for tall buildings;
- Incorporates green building elements, i.e. natural lighting, re-use of existing materials, screening, texture, etc.;
- Promotes pedestrian movement and activity along street edges;
- Will be consistent with the progressive development trends in the surrounding area; and
- Complies with student accommodation as per the criteria set out by the SU.

SECTION 6 DESIRABILITY

6.1. Application Motivation

6.1.1. Coverage departure

Application is made to allow for a coverage of 58%, in lieu of 50%, for residential units above the ground floor. It is our considered opinion that 8% is a minor deviation, and will have no material impact on the surrounding environment. Units at ground floor were strategically placed to mitigate any negative views from ground floor parking areas.

6.1.2. Parking departure

(i) Stellenbosch Municipality Zoning Scheme Regulations (1996)

The parking requirements for the proposed development, as per the Stellenbosch Municipality Zoning Scheme Regulations, are as follows:

Table 6.1: Parking schedule

PARKING SCHEDULE– STELLENBOSCH MUNICIPALITY ZONING SCHEME REGULATIONS (1996)				
LAND USE	**EXTENT**	**REQUIREMENT**	**PROPOSED**	**COMPLIANCE**
Business/ Retail	304 m²	12 bays @ 1 parking bay per 25 m²	12 parking bays	✓
Flats (Accommodation establishment)	551 bedrooms	551 bays @ 1 parking bay per bedroom (508 units)	470 parking bays	x
TOTAL	-	563	482 parking bays	x

As stated previously the proposed development obtained accreditation for student accommodation from the SU on the basis that the design standards of the proposed development fully comply with the requirements of student housing (refer attached ***Annexure I*** for the letter of accreditation). The proposed development is therefore regarded as an 'accommodation establishment', implying the provision of '1 parking bay per bedroom' (requirement of 551 parking bays @ 1 bay per bedroom). 470 parking bays are proposed for residential uses, requiring a departure of 0,15 bays per bedroom (0,075 bays per unit). From the above table, it is clear that the retail parking provision complies with the Stellenbosch Municipality Zoning Scheme Regulations (1996). A shortage of 81 parking bays exist for residential uses. The parking requirement for residential units was calculated as follows:

Table 6.2: Parking requirement for residential units

UNIT MIX	EXTENT	PARKING REQUIREMENT
Studios	432 x 1 = 432 bedrooms	432 parking bays
2 – Bed Share	38 x 2 = 76 bedrooms	76 parking bays
1 Beds	33 x 1 = 33 bedrooms	33 parking bays
2 Beds	5 x 2 = 10 bedrooms	10 parking bays
TOTAL	551 bedrooms	551 parking bays
PARKING RATIO	470 parking bays (excluding parking for retail) / 551 bedrooms = 0.85 parking bays per bedroom (508 units)	

(ii) Draft Stellenbosch Municipality Zoning Scheme – August 2017

The parking requirement, as per the Draft Stellenbosch Municipality Zoning Scheme (August 2017) for hostels, is as follows (please note that this document is yet to be approved and in draft format only):

- 0.6 bays per bedroom for Tertiary Institution.

Based on the parking requirement for hostels (tertiary institution), the proposed development would require a total of 331 parking bays, as indicated in the table below.

Table 6.3: Parking requirement for hostels

PARKING SCHEDULE AS PER REQUIREMENT FOR TERTIARY INSTITUTION (DRAFT STELLENBOSCH MUNICIPALITY ZONING SCHEME - AUGUST 2017)		
LAND USE	**AMOUNT**	**REQUIREMENT**
Hostel	551 (bedrooms)	331 bays @ 0.6 parking bays per bedroom

Assuming that the Municipality intends to adopt and implement the Draft Stellenbosch Municipality Zoning Scheme (2017), it must be concluded that the proposed parking provision would meet the minimum requirement envisaged for the future.

For student accommodation a parking ratio similar to that of hostels (1 bay per every 2 beds or alternatively, 0.6 bays per bedroom) is intended in the future. By providing 470 parking bays per 551 bedrooms (508 units), at a parking ratio of 0.85 bays per bedroom, the proposed provision of parking will well exceed future development parameters and minimum requirements as intended in the draft zoning scheme.

(iii) Bicycle and motorcycle bays

± 15% of vehicular parking bays have been converted to bicycle (55) and motorcycle (16) bays, thereby encouraging NMT and providing alternative methods to a car/ vehicle dependency. The following number of vehicular parking bays account for bicycle and motorcycle bays:

- 55 vehicular bays = 330 bicycle bays; and
- 16 vehicular bays = 62 motorcycle bays.

(iv) Recommendation

Based on the aforementioned, application is made for a permanent departure, to allow for a parking ratio of 0.85 parking bays in lieu of 1 parking bay per bedroom. It is further being proposed that ± 15% of vehicular parking bays, will be converted to allow for bicycles and motorcycles (to be located in safe storage space).

Furthermore, the following **motivation is provided for the proposed reduced parking ratio**:

- The site is located within **easy walking distance from the SU main campus and surrounding academic buildings** (refer ***Figures 2.11*** and ***5.5***).
- The development is **conveniently located** within walking and cycling distance from various **amenities and attractions**, while the accessibility to public transport further enhances the convenient locality of the application site.
- The proposed development not only aims to assist in addressing traffic challenges within Stellenbosch, but also to create an active pedestrian environment.
- Other initiatives are currently being investigated in the University area or partially implemented (i.e. campus shuttle, Go Tuk-Tuk, Mellowcabs).
- Additional public transport facilities will be addressed in the proposed overall traffic study which has been proposed by iCE Consulting Engineers (refer ***Annexure F***).
- The twelve parking bays allocated along Hofman Road are not counted towards the parking provision as it is not on-site, however, should patrons to the retail component travel by way of passenger vehicle, it is not anticipated that the ground floor or basement parking will be utilised as a result of its location.

6.1.3. Building line departures

The proposed development requires some setback requirements for residential units, in lieu of the General Residential Zoning development parameters, as presented in Section 5.4 of this report.

A 4.5 m street and common boundary building line, applies for flats in a Mixed Use Zone, as per the Draft Stellenbosch Municipality Zoning Scheme (August 2017). Although the scheme is still in draft format, it clearly indicates that principles have been considered to allow for increased volumetric dimensions in an effort to increase the intensity of development. The table below is a comparison between the Stellenbosch Zoning Scheme Regulations (1996) and the Draft Stellenbosch Municipality Zoning Scheme (2017), with regard to permissible building lines:

Table 6.4: Zoning Comparison: Building lines

ZONING COMPARISON: BUILDING LINES		
Parameter	**General Business and General Residential Zones (Stellenbosch Municipality Zoning Scheme Regulations)**	**Mixed Use Zone (Stellenbosch Municipality Draft Integrated Zoning Scheme 2017)**
Building lines	• **Flats (General Residential Zone)** – **Street**: 7.6 m – **Lateral and rear boundaries**: 4.6 m	• **Flats** – **Street**: 4.5 m – **Common**: 4.5 m
	• **Business (General Business Zone)** – 0 m	• **Business** – 0 m

It is evident that the proposed development will promote an interface condition onto Dennesig and Hofman Roads, to establish activity (mixed use and eyes on street), texture (appropriate design implementation measures), and greenery (landscaping), rather than a monolithic blank façade. This is spatially and formally in line with the existing and proposed buildings in the surrounding area. Care was taken to design the buildings in such a way that it does not overshadow the surrounding streets and buildings. The proposed building line departures for residential units, are as follows:

- **Street building lines (Dennesig and Paul Kruger Roads) from 7.6 m to 4.9 m for residential uses on ground floor**: The residential units on the ground floor is setback 4.95 m, from Paul Kruger and Dennesig Roads, which requires a 2.7 m building line departure. Private gardens are being proposed along the property boundaries, abutting the streets, to mitigate possible negative visual impacts, if any. Units also front onto the streets (facing outwards), to create a positive interface and 'eyes on the street' concept, which most definitely promotes safety. Ground floor units are also set back further than the higher levels, creating the larger private gardens to create a positive public-private interface with the abutting streets.

- **Street building lines (Dennesig, Paul Kruger and Hofman Roads) from 7.6 m to 3.5 m for residential uses on the first to fourth floors**: For the residential units on first to fourth floors, a street building line departure of 4.1 m is required. Given the context of the proposed development, as well as the proposed development relative to the Draft Stellenbosch Municipality Zoning Scheme (August 2017), the departure will have no material impact on the immediate surrounds.

Balconies face onto the street to create the 'eyes on the street concept' which promotes active street interface and increased safety. The building line setback requirement is a product of the design iteration process, which require balancing of a range of variants, such as densification, recreation, day-to-day shopping and retail facilities etc.

- **Street building lines (Dennesig, Paul Kruger and Hofman Roads) from 7.6 m to 4.9 m for residential uses on the fifth floor**: The residential units on the fifth floor are set back further than the units on the first to fourth floors. Architectural design elements (cladded in non-reflective dark glazing) and the fact that the 5th floor is set back further than the storeys below, will mitigate any visual impact. The top storey will be less visible from the street.

- **Street building line (at the corner of Hofman Road and Dennesig Road) from 7.6 m to 2.854 m to accommodate residential units on the first to fourth floors**: A building line departure from 7.6 m to 2.854 m is required on the corner of Hofman and Dennesig Roads. The main reason for this departure is as a result of the retail facilities located on this corner. An extended 'overhang' is created on this corner to provide safety and protection for pedestrians. The proposed building line departure will not have any material impact on street level. It is however our considered opinion that the provision of increased pedestrian protection will add to the value and quality of the public realm. It is the intention to create a vibrant plaza environment, as a pedestrian friendly gathering place that can potentially become a focus point for the local neighbourhood.

- **Lateral building lines from 4.6 m to 4.5 m for residential uses**: A minor building line departure (0.1 m), from 4.6 m to 4.5 m, is proposed along lateral boundaries, adjacent to Erven 142 and 146, Stellenbosch. This is a minor/ notional departure only, and will have no material impact on the surrounding properties.

- **Lateral building line (adjacent to Erf 165 Stellenbosch) of 0 m to accommodate a refuse area on ground floor**: A lateral building line departure is required to accommodate a refuse area, within the proposed development. The refuse area will have a separate entrance. Please note that an access road in the proposed Den 2 Development (if approved), will be located directly to the boundary abutting the refuse area. By allowing this building line departure will not impact negatively on the abutting property.

- **Street building line (Dennesig Road) of 0 m to accommodate a refuse area and electrical substation on ground floor**: A street building line departure, to accommodate the refuse area is also required and will not have any negative impacts on the surrounds (refer para above). A 0 m building line is requested to accommodate an electrical substation within the site boundaries, as an electrical engineering requirement.

- **Lateral building line (Erf 146 Stellenbosch) of 2.3 m to accommodate a security room on ground floor**: Two security rooms are provided for on ground floor. One of the security rooms is located adjacent to Erf 146 Stellenbosch, within the permissible 4.6 m lateral building line. A departure is required to allow for a 2.3 m building line to accommodate the security room. Due to the small extent of the use/ security room, there will be no impact on the adjacent property. In fact, by providing a security room will however increase the safety of the immediate surrounds.

- **Street building line (Dennesig Road) of 2.1 m to accommodate a canopy overhang along the main pedestrian entrance, and a street building line (Hofman Road) of 1.26 m to accommodate a canopy overhang along the secondary pedestrian entrance**: The building line departures being applied for to allow canopy overhangs along pedestrian entrances will not have a negative impact on the immediate surrounds. However, the quality and pedestrian safety of the entrances will be increased by allowing for the proposed canopies.

6.1.4. Height departure

The permissible height for residential uses in a General Business Zone is 3 storeys only. A height departure to 6 storeys is being applied for. The following table indicates the comparison between the Stellenbosch Zoning Scheme Regulations (1996) and the Draft Stellenbosch Municipality Zoning Scheme (2017), with regard to permissible height, again indicating the change to market demands and policy directives (MSDF and IDP).

Table 6.5: Zoning Comparison: Height

ZONING COMPARISON: BUILDING LINES		
Parameter	General Business Zone (Stellenbosch Municipality Zoning Scheme Regulations)	Mixed Use Zone (Stellenbosch Municipality Draft Integrated Zoning Scheme 2017)
Height	• **Flats** – 3 storeys	• **Flats** – 6 storeys
	• **Business** – 5 storeys	• **Business** – 6 storeys

The additional height is motivated as follows:

- The 6th level of the building is receded further back from the abutting streets in order to almost disappear from sight when viewed from street level.
- The facade treatment and design of the building includes transparency and light structure, to enable a different reading in the top portion of the building from the ground floor.
- The proposed height of the building, 'fits' within the surrounding context, especially in Dennesig Road.

- The Stellenbosch Municipal IDP identified the Dennesig area for the establishment of blocks of flats according to a predetermined pattern on clustered erven with heights of up to 6 storeys, subject to certain performance criteria mixed with non-residential facilities.
- The proposed development responds positively at ground level, providing active street interfaces and positive relation to public realm.

6.1.5. Departure to allow for doors, windows etc. on lateral/ rear boundaries

The proposed development requires a departure from the Stellenbosch Zoning Scheme Regulations (1996), to allow for doors and windows along lateral property boundaries. The building is designed to obtain a predominantly North-South facing orientation where possible, requiring windows and doors along lateral boundaries. By providing windows and balconies on lateral boundaries will facilitate active community surveillance and serendipitous interactions between inhabitants of the entire neighbourhood.

6.2. Consistency with Policy Requirements

Table 6.6 below is a brief summary of the proposed development with regard to policy consistency.

Table 6.6: Policy Consistency

POLICY DIRECTIVE	COMPLIANT
National Development Plan (2011)	✓
Provincial Spatial Development Framework (2014)	✓
Stellenbosch Integrated Development Plan (2018/19)	✓
Stellenbosch Spatial Development Framework (2018)	✓
Stellenbosch Transit Oriented Development Draft Report (2015)	✓

6.3. Planning Principles – Land Use Planning Act (LUPA – 2014)

The LUPA (2014) includes a series of land use principles that should guide development in the province. The planning principles were reviewed and the proposed development assessed. It is concluded that the proposed development is fully compliant with the planning principles prescribed in LUPA (2014), as follows:

Table 6.7: Compliance with Planning Principles of LUPA (2014)

Land Use Planning Act (LUPA, 2014) Principles	Compliance/ Response
Spatial Sustainability	**Fully Compliant** No impact on natural or agricultural resources, no urban sprawl, positive densification and compaction of the existing urban environment.
Efficiency	**Fully Compliant** Utilising existing resources, linking to existing services and promoting integration of mixed uses in a well-located area in proximity of public transport services.
Good Administration	**Fully Compliant** The application is submitted in terms of the relevant legislation and will be processed accordingly.

6.4. Desirability Criteria

The following desirability criteria have been applied to the proposed development:

- Consistent with **Spatial Policy** directives;
- Consistent with **surrounding character**;
- No negative impact on **environmental or heritage resources**;
- No negative impact on **existing rights** of surrounding properties;
- Positive **economic impact** in terms of creating **employment opportunities** and establishing well-located mixed use development that will contribute positively to **economic growth and investment**;
- No negative impact on the **safety and welfare** of the surrounding communities;

- The development is well-located with **excellent accessibility in terms of the SU**, which contributes positively to enable a **reduced parking** ratio for the development, while also contributing positively to **pedestrian movement and NMT**;

- The **traffic impact** of the proposed development will not have a material impact on the surrounding environment, due to the upgrades proposed within the TIA (intersection upgrades etc.); and

- No negative impact on **service infrastructure**.

6.5. Conclusion

When taking the above-mentioned motivation, planning principles and desirability criteria into account, it can be concluded that the proposed development is mostly consistent with these criteria and can therefore be motivated and recommended as a desirable proposal with adequate mitigation to minimise any negative implications in terms of the character of the surrounding area, existing development rights, existing spatial policies and safety and welfare of the community.

Furthermore, the proposed development of the site is based on a thorough understanding of the site conditions and surrounding local context and is a most positive and direct response to the current development trends and to these key local contextual informants.

SECTION 7 CONCLUSION & RECOMMENDATION

7.1 Conclusion

The development proposal as motivated in this report provides an excellent opportunity for a well-located residential mixed use re-development.

The consistencies of the proposed development with all the relevant local policies are most important, as it shows compliance with the spatial vision and development objectives of Stellenbosch.

In conclusion, the applications required for the proposed development will not adversely impact the character of the area or the rights of surrounding land owners, and meets the criteria of the Planning Principles of the Land Use Planning Act (LUPA, 2014). When taking the aforementioned motivational report into account, it is therefore our considered opinion that the proposed development be approved.

7.2 Recommendation

Given the aforementioned, the following applications in terms of the Stellenbosch Municipal Land Use Planning By-Law (2015), are recommended **for approval:**

a) The **consolidation**, in terms of Section 15(2)(e) of the Stellenbosch Municipal Land Use Planning By-Law(2015), of the following properties, to create Area A (± 8 383 m²):

- Erf 143 Stellenbosch
- Erf 144 Stellenbosch
- Erf 145 Stellenbosch
- Erf 166 Stellenbosch
- Erf 167 Stellenbosch
- Erf 168 Stellenbosch
- Erf 169 Stellenbosch
- Erf 170 Stellenbosch

b) The **rezoning** of Area A, in terms of Section 15(2)(a) of the Stellenbosch Municipal Land Use Planning By-Law (2015), from Single Residential Zone to Specific Business Zone;

c) A **permanent departure**, in terms of Section 15(2)(b) of the Stellenbosch Municipal Land Use Planning By-Law (2015), pertaining to the provisions of Section 10.5.3.(e) of the Stellenbosch Zoning Scheme Regulations (1996), to permit a building of 6 storeys, in lieu of 3 storeys, for residential units within a General Business zone.

d) A **permanent departure**, in terms of Section 15(2)(b) of the the Stellenbosch Municipal Land Use Planning By-Law (2015), pertaining to the provisions of Section 10.4.3.(a) of the Stellenbosch Zoning Scheme (1996), for the relaxation of building lines, as follows:

- Street building lines (Dennesig and Paul Kruger Roads) from 7.6 m to 4.9 m for residential uses on ground floor.
- Street building lines (Dennesig, Paul Kruger and Hofman Roads) from 7.6 m to 3.5 m for residential uses on the first to fourth floors.
- Street building lines (Dennesig, Paul Kruger and Hofman Roads) from 7.6 m to 4.9 m for residential uses on the fifth floor.
- Street building line (at the corner of Hofman Road and Dennesig Road) from 7.6 m to 2.854 m to accommodate residential units on the first to fourth floors.
- Lateral building lines (adjacent to Erven 142 and 146, Stellenbosch) from 4.6 m to 4.5 m for residential uses.
- Lateral building line (adjacent to Erf 165 Stellenbosch) of 0 m to accommodate a refuse area on ground floor.
- Street building line (Dennesig Road) of 0 m to accommodate a refuse area and electrical substation on ground floor.
- Lateral building line (Erf 146 Stellenbosch) of 2.3 m to accommodate a security room on ground floor.
- Street building line (Dennesig Road) of 2.1 m to accommodate a canopy overhang along the main pedestrian entrance.
- Street building line (Hofman Road) of 1.26 m to accommodate a canopy overhang along the secondary pedestrian entrance.

e) A **permanent departure**, in terms of Section 15(2)(b) of the the Stellenbosch Municipal Land Use Planning By-Law (2015), pertaining to the provisions of Section 10.5.3.(b) of the Stellenbosch Zoning Scheme Regulations (1996), to permit coverage of 58% in lieu of the 50%, for residential uses above the ground storey.

f) A **permanent departure**, in terms of Section 15(2)(b) of the the Stellenbosch Municipal Land Use Planning By-Law (2015), pertaining to the provisions of Section 10.4.3.(h)(i) of the Stellenbosch Zoning Scheme Regulations (1996), to permit a parking ratio of 0.85 parking bays per bedroom, in lieu of 1 parking bay per bedroom.

g) A **permanent departure**, in terms of Section 15(2)(b) of the Stellenbosch Municipal Land Use Planning By-Law (2015), pertaining to the provisions of Section 10.5.3.(c) of the Stellenbosch Zoning Scheme Regulations (1996), to permit doors, windows, etc. on lateral or rear boundaries.

h) The **removal of restrictive title deed conditions**, in terms of Section 15(2)(f) of the Stellenbosch Municipal Land Use Planning By-Law (2015), as follows:

Table 1.2: Restrictive Title Deed Conditions to be removed

Property Description	Title Deed	Removal Condition No.	Summary of Condition
Erf 143 Stellenbosch	T42945/2004	B(a)	Use of water from the Kromme River is not permitted.
		B(c)	No liquor store or canteen are to be erected. Nor shall any hotel, butcher, general or other businesses of a likewise nature, be operated on the property.
		C(a)	That the property be utilised for residential purposes only.
		C(b)	That the property may not be subdivided.
		C(c)	That not more than one dwelling house be erected on the property, and that not more than one third of the area be built upon.
		C(d)	No building be erected within 5,67 m of the street boundary.
		D(3)	Registration of a servitude to accommodate sewer pipelines, as required by the Municipality.
Erf 144 Stellenbosch	T16264/2007 &T9837/2002	B(I)(a)	Use of water from the Kromme River is not permitted.
		B(I)(b)	No liquor store or canteen are to be erected. Nor shall any hotel, butcher, general or other businesses of a likewise nature, be operated on the property.
		B(II)(a)	That the property will be utilised for residential purposes only.
		B(II)(b)	That the property may not be subdivided.
		B(II)(c)	That not more than one dwelling house be erected on the property, and that not more than one half of the area be built upon.
		B(II)(d)	No building be erected within 5,67 m of the street boundary.
		B(III)(3)	Registration of a servitude to accommodate sewer pipelines, as required by the Municipality.
		Clause IV	All subsequent title owners to be subjected to Condition B(I)(b).

		Clause V	All subsequent title owners to be subjected to conditions pertaining to relevant business operations.
Erf 145 Stellenbosch	T73636/2006	B(a)	Use of water from the Kromme River is not permitted.
		B(b)	No liquor store or canteen are to be erected. Nor shall any hotel, butcher, general or other businesses of a likewise nature, be operated on the property.
		C(a)	That the property will be utilised for residential purposes only.
		C(b)	That the property may not be subdivided.
		C(c)	That not more than one dwelling house be erected on the property, and that not more than one half of the area be built upon.
		C(d)	No building shall be erected within a distance of 18 feet from any boundary of the said erf.
		D(3)	Registration of a servitude to accommodate sewer pipelines, as required by the Municipality.
Erf 166 Stellenbosch	T4031/1990	B(1)	Use of water from the Kromme River is not permitted.
		B(2)	No canteen nor any hotel, butcher, general or other businesses of a likewise nature, be erected on the property.
		C(b)	That the property will be utilised for residential purposes only.
		C(c)	That the property may not be subdivided.
		C(d)	That not more than one dwelling house be erected on the property, and that not more than one third of the area be built upon.
		C(e)	No building be erected within 3,15 m of the street boundary.
Erf 167 Stellenbosch	T65369/2010	B(1)	Use of water from the Kromme River is not permitted.
		B(3)	No liquor store or canteen are to be erected. Nor shall any hotel, butcher, general or other businesses of a likewise nature, be operated on the property.
		C(b)	That the property will be utilised for residential purposes only.
		C(c)	That the property may not be subdivided.

		C(d)	That not more than one dwelling house be erected on the property, and that not more than one third of the area be built upon.
		C(f)	No building be erected within 3,15 m of the street boundary.
Erf 168 Stellenbosch	T2509/2017	B(1)	Use of water from the Kromme River is not permitted.
		B(3)	No liquor store or canteen are to be erected. Nor shall any hotel, butcher, general or other businesses of a likewise nature, be operated on the property.
		C(b)	That the property will be utilised for residential purposes only.
		C(c)	That the property may not be subdivided.
		C(d)	That not more than one dwelling house be erected on the property, and that not more than one third of the area be built upon.
		C(f)	No building be erected within 3,15 m of the street boundary.
Erf 169 Stellenbosch	T15201/1959	A(1)	Use of water from the Kromme River is not permitted.
		A(3)	No liquor store or canteen are to be erected. Nor shall any hotel, butcher, general or other businesses of a likewise nature, be operated on the property.
		B(b)	That the property will be utilised for residential purposes only.
		B(c)	That the property may not be subdivided.
		B(d)	That not more than one dwelling house be erected on the property, and that not more than one third of the area be built upon.
		B(f)	No building be erected within 10 feet of the street boundary.
		C(3)	Registration of a servitude to accommodate sewer pipelines, as required by the Municipality.
Erf 170 Stellenbosch	T98235/2000	B(1)	Use of water from the Kromme River is not permitted.
		B(3)	No liquor store or canteen are to be erected. Nor shall any hotel, butcher, general or other businesses of a likewise nature, be operated on the property.
		C(b)	That the property will be utilised for residential purposes only.
		C(c)	That the property may not be subdivided.

		C(d)	That not more than one third of the area be built upon.
		C(f)	No building be erected within 3,15 m of the street boundary.

i) The approval of a Site Development Plan, including a landscaping master plan.

SECTION 1 APPLICATION DETAILS

We hereby submit a revised land use planning application for the following:

a) The **consolidation**, in terms of Section 15(2)(e) of the Stellenbosch Municipal Land Use Planning By-Law(2015), of the following properties, to create Area A (± 8 383 m²):

- Erf 143 Stellenbosch
- Erf 144 Stellenbosch
- Erf 145 Stellenbosch
- Erf 166 Stellenbosch
- Erf 167 Stellenbosch
- Erf 168 Stellenbosch
- Erf 169 Stellenbosch
- Erf 170 Stellenbosch

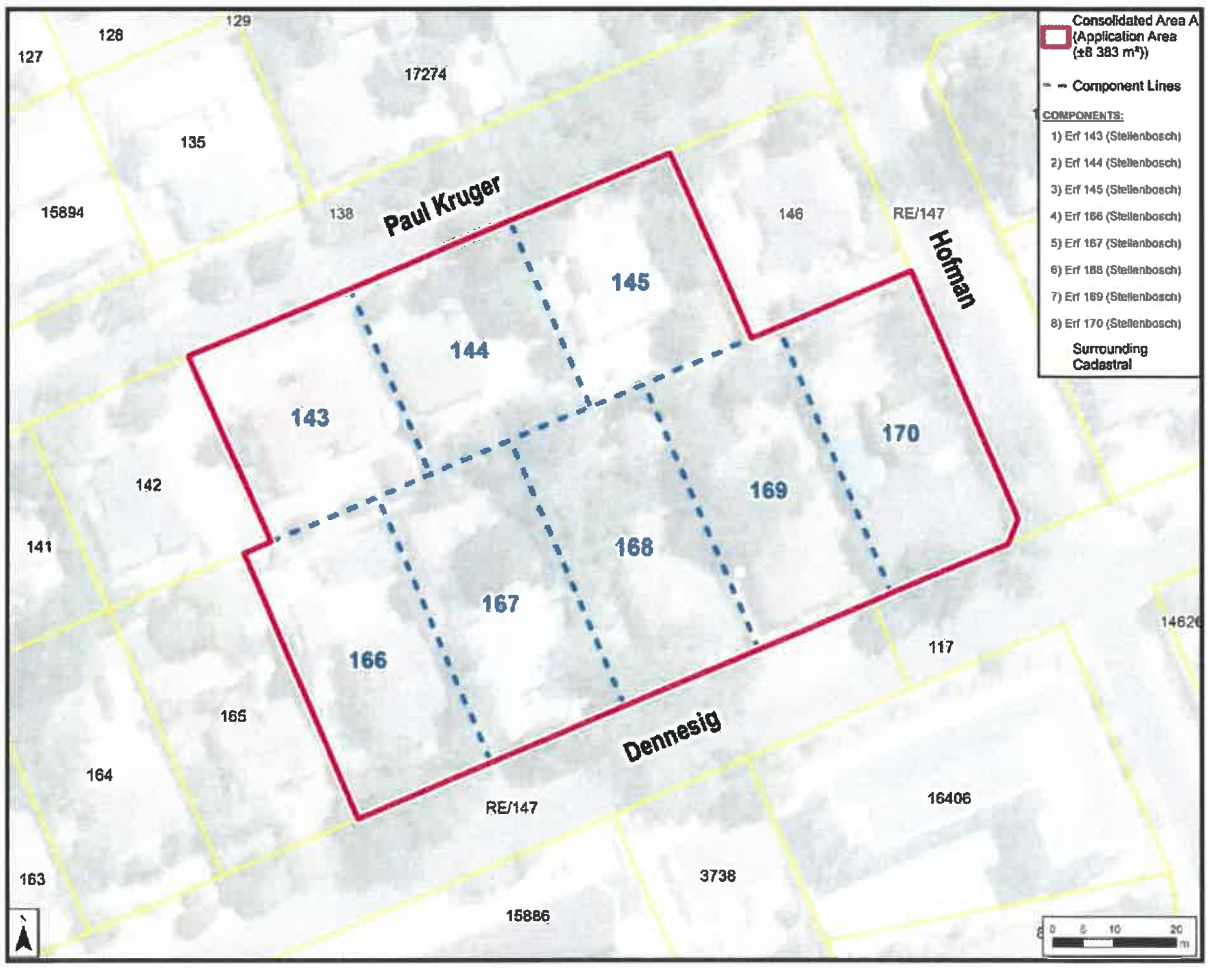


Figure 1.1: Consolidation Plan

b) The **rezoning** of Area A, in terms of Section 15(2)(a) of the Stellenbosch Municipal Land Use Planning By-Law (2015), from Single Residential Zone to Specific Business Zone;

c) A **permanent departure**, in terms of Section 15(2)(b) of the Stellenbosch Municipal Land Use Planning By-Law (2015), pertaining to the provisions of Section 10.5.3.(e) of the Stellenbosch Zoning Scheme Regulations (1996), to permit a building of 6 storeys, in lieu of 3 storeys, for residential units within a General Business zone.

d) A **permanent departure**, in terms of Section 15(2)(b) of the the Stellenbosch Municipal Land Use Planning By-Law (2015), pertaining to the provisions of Section 10.4.3.(a) of the Stellenbosch Zoning Scheme (1996), for the relaxation of building lines, as follows:

GROUND FLOOR

- Street building line (along Dennesig Road) from 7.6m to 1.9m for residential use on ground floor (as per Building Line Plan No 1 dated 1 November 2019 and SDP).

- Street building line (along Paul Kruger Road) from 7.6m to 1.9m for residential use on ground floor (as per Building Line Plan No 1 dated 1 November 2019 and SDP).

- Street building line (along Paul Kruger Road) from 7.6m to 0m to accommodate a substation and refuse area (as per Building Line Plan No 1 dated 1 November 2019 and SDP).

- Lateral building line (along Erf 142 Stellenbosch) from 4.6m to 0m to accommodate a substation, generator room and refuse area (as per Building Line Plan No 1 dated 1 November 2019 and SDP).

- Lateral building line (along Erf 165 Stellenbosch) from 4.6m to 0m for residential use on ground floor (as per Building Line Plan No 1 dated 1 November 2019 and SDP).

- Lateral building line (along Erf 146 Stellenbosch) from 4.6m to 3.2m for residential use on ground floor (as per Building Line Plan No 1 dated 1 November 2019 and SDP).

- Lateral building line (along Erf 146 Stellenbosch) from 4.6m to 2.4m to accommodate a security room on ground floor (as per Building Line Plan No 1 dated 1 November 2019 and SDP).

FIRST FLOOR

- Street building line (along Paul Kruger, Hofman and Dennesig Roads) from 7.6m to 0m to accommodate residential uses on the first floor (as per Building Line Plan No 2 dated 1 November 2019 and SDP).

- Lateral building line (along a portion of Erf 142 Stellenbosch) from 4.6m to 0m to accommodate residential uses on the first floor (as per Building Line Plan No 2 dated 1 November 2019 and SDP).

- Lateral building line (along a portion of Erf 142 Stellenbosch) from 4.6m to 2.6m to accommodate residential uses on the first floor (as per Building Line Plan No 2 dated 1 November 2019 and SDP).

- Lateral building line (along a portion of Erf 165 Stellenbosch) from 4.6m to 0m to accommodate residential uses on the first floor (as per Building Line Plan No 2 dated 1 November 2019 and SDP).

- Lateral building line (along a portion of Erf 146 Stellenbosch) from 4.6m to 3.2m to accommodate residential uses on the first floor (as per Building Line Plan No 2 dated 1 November 2019 and SDP).

- Lateral building line (along a portion of Erf 146 Stellenbosch) from 4.6m to 3.5m to accommodate residential uses on the first floor (as per Building Line Plan No 2 dated 1 November 2019 and SDP).

SECOND FLOOR

- Street building line (along Paul Kruger, Hofman and Dennesig Roads) from 7.6m to 0m to accommodate residential uses on the second floor (as per Building Line Plan No 3 dated 1 November 2019 and SDP).

- Lateral building line (along a portion of Erf 142 Stellenbosch) from 4.6m to 0m to accommodate residential uses on the second floor (as per Building Line Plan No 3 dated 1 November 2019 and SDP).

- Lateral building line (along a portion of Erf 142 Stellenbosch) from 4.6m to 2.6m to accommodate residential uses on the second floor (as per Building Line Plan No 3 dated 1 November 2019 and SDP).

- Lateral building line (along a portion of Erf 165 Stellenbosch) from 4.6m to 0m to accommodate residential uses on the second floor (as per Building Line Plan No 3 dated 1 November 2019 and SDP).

- Lateral building line (along a portion of Erf 146 Stellenbosch) from 4.6m to 3.2m to accommodate residential uses on the second floor (as per Building Line Plan No 3 dated 1 November 2019 and SDP).

- Lateral building line (along a portion of Erf 146 Stellenbosch) from 4.6m to 3.5m to accommodate residential uses on the second floor (as per Building Line Plan No 3 dated 1 November 2019 and SDP).

THIRD FLOOR

- Street building line (along Paul Kruger, Hofman and Dennesig Roads) from 4.6m to 0m to accommodate residential uses (including balconies and pergola structures above) on the third floor (as per Building Line Plan No 4 dated 1 November 2019 and SDP).

- Lateral building line (along a portion of Erf 142 Stellenbosch) from 4.6m to 0m to accommodate residential uses (including a balcony) on the third floor (as per Building Line Plan No 4 dated 1 November 2019 and SDP).

- Lateral building line (along a portion of Erf 142 Stellenbosch) from 4.6m to 2.6m to accommodate residential uses (including a balcony) on the third floor (as per Building Line Plan No 4 dated 1 November 2019 and SDP).

- Lateral building line (along a portion of Erf 165 Stellenbosch) from 4.6m to 0m to accommodate residential uses on the third floor (as per Building Line Plan No 4 dated 1 November 2019 and SDP).

- Lateral building line (along a portion of Erf 146 Stellenbosch) from 4.6m to 3.2m to accommodate residential uses (including a balcony) on the third floor (as per Building Line Plan No 4 dated 1 November 2019 and SDP).

- Lateral building line (along a portion of Erf 146 Stellenbosch) from 4.6m to 3.5m to accommodate residential uses (including a balcony and pergola structures above) on the third floor (as per Building Line Plan No 4 dated 1 November 2019 and SDP).

FOURTH FLOOR

- Street building line (along Paul Kruger Road) from 7.6m to 1.9m to accommodate residential uses on the fourth floor (as per Building Line Plan No 5 dated 1 November 2019 and SDP).

- Street building line (along Dennesig and a portion of Hofman Road) from 7.6m to 0m to accommodate residential uses (including balconies and pergola structures above) on the fourth floor (as per Building Line Plan No 5 dated 1 November 2019 and SDP).

- Lateral building line (along a portion of Erf 142 Stellenbosch) from 4.6m to 2m to accommodate residential uses on the fourth floor (as per Building Line Plan No 5 dated 1 November 2019 and SDP).

- Lateral building line (along a portion of Erf 142 Stellenbosch) from 4.6m to 2.6m to accommodate residential uses on the fourth floor (as per Building Line Plan No 5 dated 1 November 2019 and SDP).

- Lateral building line (along a portion of Erf 165 Stellenbosch) from 4.6m to 0m to accommodate residential uses on the fourth floor (as per Building Line Plan No 5 dated 1 November 2019 and SDP).

FIFTH FLOOR

- Street building line (along Dennesig and a portion of Hofman Roads) from 7.6m to 1.9m to accommodate residential uses on the fifth floor (as per Building Plan No 6 dated 1 November 2019 and SDP).

- Lateral building line (along a portion of Erf 142 Stellenbosch) from 7.6m to 2.6m to accommodate residential uses on the fifth floor (as per Building Line Plan No 6 dated 1 November 2019 and SDP).

- Lateral building line (along a portion of Erf 165 Stellenbosch) from 4.6m to 0m to accommodate residential uses on the fifth floor (as per Building Line Plan No 6 dated 1 November 2019 and SDP).

e) A **permanent departure**, in terms of Section 15(2)(b) of the the Stellenbosch Municipal Land Use Planning By-Law (2015), pertaining to the provisions of Section 10.5.3.(b) of the Stellenbosch Zoning Scheme Regulations (1996), to permit coverage of 58% in lieu of the 50%, for residential uses above the ground storey.

f) A **permanent departure**, in terms of Section 15(2)(b) of the the Stellenbosch Municipal Land Use Planning By-Law (2015), pertaining to the provisions of Section 10.4.3.(h)(i) of the Stellenbosch Zoning Scheme Regulations (1996), to permit a parking ratio of 0.96 parking bays per bedroom, in lieu of 1 parking bay per bedroom.

g) A **permanent departure**, in terms of Section 15(2)(b) of the Stellenbosch Municipal Land Use Planning By-Law (2015), pertaining to the provisions of Section 10.5.3.(c) of the Stellenbosch Zoning Scheme Regulations (1996), to permit doors, windows, etc. on lateral or rear boundaries.

h) The **removal of restrictive title deed conditions**, in terms of Section 15(2)(f) of the Stellenbosch Municipal Land Use Planning By-Law (2015), as follows:

Table 1.1: Restrictive Title Deed Conditions to be removed

Property Description	Title Deed	Removal Condition No.	Summary of Condition
Erf 143 Stellenbosch	T42945/2004	B(a)	Use of water from the Kromme River is not permitted.
		B(c)	No liquor store or canteen are to be erected. Nor shall any hotel, butcher, general or other businesses of a likewise nature, be operated on the property.
		C(a)	That the property be utilised for residential purposes only.
		C(b)	That the property may not be subdivided.
		C(c)	That not more than one dwelling house be erected on the property, and that not more than one third of the area be built upon.
		C(d)	No building be erected within 5,67 m of the street boundary.

		D(3)	Registration of a servitude to accommodate sewer pipelines, as required by the Municipality.
Erf 144 Stellenbosch	T16264/2007 &T9837/2002	B(I)(a)	Use of water from the Kromme River is not permitted.
		B(I)(b)	No liquor store or canteen are to be erected. Nor shall any hotel, butcher, general or other businesses of a likewise nature, be operated on the property.
		B(II)(a)	That the property will be utilised for residential purposes only.
		B(II)(b)	That the property may not be subdivided.
		B(II)(c)	That not more than one dwelling house be erected on the property, and that not more than one half of the area be built upon.
		B(II)(d)	No building be erected within 5,67 m of the street boundary.
		B(III)(3)	Registration of a servitude to accommodate sewer pipelines, as required by the Municipality.
		Clause IV	All subsequent title owners to be subjected to Condition B(I)(b).
		Clause V	All subsequent title owners to be subjected to conditions pertaining to relevant business operations.
Erf 145 Stellenbosch	T73636/2006	B(a)	Use of water from the Kromme River is not permitted.
		B(b)	No liquor store or canteen are to be erected. Nor shall any hotel, butcher, general or other businesses of a likewise nature, be operated on the property.
		C(a)	That the property will be utilised for residential purposes only.
		C(b)	That the property may not be subdivided.
		C(c)	That not more than one dwelling house be erected on the property, and that not more than one half of the area be built upon.

		C(d)	No building shall be erected within a distance of 18 feet from any boundary of the said erf.
		D(3)	Registration of a servitude to accommodate sewer pipelines, as required by the Municipality.
Erf 166 Stellenbosch	T4031/1990	B(1)	Use of water from the Kromme River is not permitted.
		B(2)	No canteen nor any hotel, butcher, general or other businesses of a likewise nature, be erected on the property.
		C(b)	That the property will be utilised for residential purposes only.
		C(c)	That the property may not be subdivided.
		C(d)	That not more than one dwelling house be erected on the property, and that not more than one third of the area be built upon.
		C(e)	No building be erected within 3,15 m of the street boundary.
Erf 167 Stellenbosch	T65369/2010	B(1)	Use of water from the Kromme River is not permitted.
		B(3)	No liquor store or canteen are to be erected. Nor shall any hotel, butcher, general or other businesses of a likewise nature, be operated on the property.
		C(b)	That the property will be utilised for residential purposes only.
		C(c)	That the property may not be subdivided.
		C(d)	That not more than one dwelling house be erected on the property, and that not more than one third of the area be built upon.
		C(f)	No building be erected within 3,15 m of the street boundary.
Erf 168 Stellenbosch	T2509/2017	B(1)	Use of water from the Kromme River is not permitted.
		B(3)	No liquor store or canteen are to be erected. Nor shall any hotel, butcher, general or other

			businesses of a likewise nature, be operated on the property.
		C(b)	That the property will be utilised for residential purposes only.
		C(c)	That the property may not be subdivided.
		C(d)	That not more than one dwelling house be erected on the property, and that not more than one third of the area be built upon.
		C(f)	No building be erected within 3,15 m of the street boundary.
Erf 169 Stellenbosch	T15201/1959	A(1)	Use of water from the Kromme River is not permitted.
		A(3)	No liquor store or canteen are to be erected. Nor shall any hotel, butcher, general or other businesses of a likewise nature, be operated on the property.
		B(b)	That the property will be utilised for residential purposes only.
		B(c)	That the property may not be subdivided.
		B(d)	That not more than one dwelling house be erected on the property, and that not more than one third of the area be built upon.
		B(f)	No building be erected within 10 feet of the street boundary.
		C(3)	Registration of a servitude to accommodate sewer pipelines, as required by the Municipality.
Erf 170 Stellenbosch	T98235/2000	B(1)	Use of water from the Kromme River is not permitted.
		B(3)	No liquor store or canteen are to be erected. Nor shall any hotel, butcher, general or other businesses of a likewise nature, be operated on the property.
		C(b)	That the property will be utilised for residential purposes only.
		C(c)	That the property may not be subdivided.
		C(d)	That not more than one third of the area be built upon.

		C(f)	No building be erected within 3,15 m of the street boundary.

i) The approval of a Site Development Plan, including a landscaping master plan.



STELLENBOSCH
DENNESIG

Building Line Plan - Ground Floor

Outside figure

Building Encroachments

Building Lines
(Stellenbosch Zoning Scheme 1996)

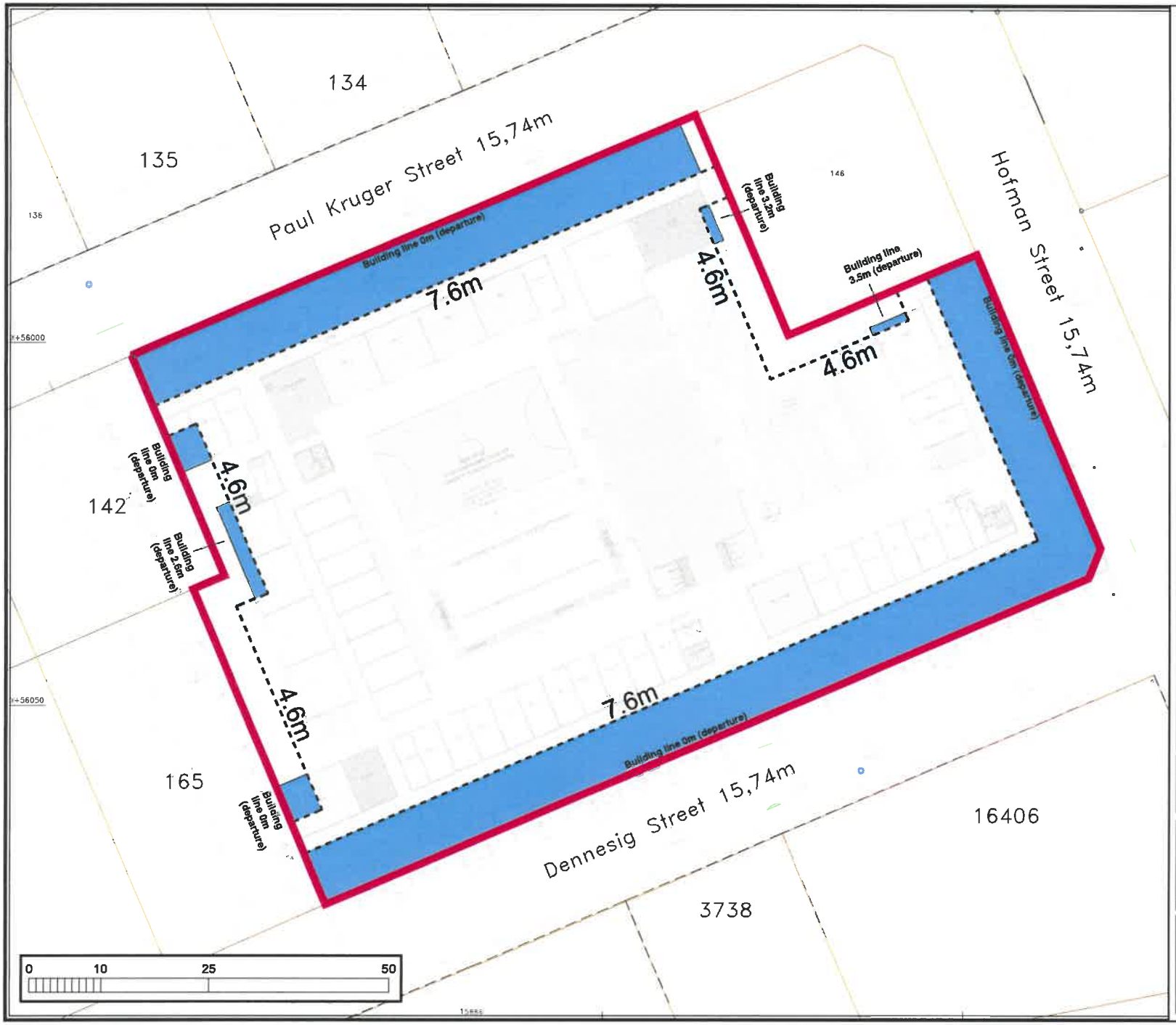
PLEASE NOTE:
All boundary line positions, distances and property sizes need to be verified by a Professional Land Surveyor.

INDEMNITY

URBAN DYNAMICS MAKES NO WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, WITH REGARD TO THE DATA AND SHALL NOT BE HELD LIABLE IN ANY EVENT FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE USE OF THIS DATA. THE DATA REMAINS THE SOLE PROPERTY OF THE CLIENT AND MAY ONLY BE USED FOR THE PURPOSES OF A PROJECT WITH THE PRIOR WRITTEN APPROVAL OF THE CLIENT.

DATE	1 Nov 2019	COPYRIGHT RESERVED	CLIENT
SCALE	See Linescale		
PLAN NO.	1		
FILE NAME:			

URBAN DYNAMICS WESTERN CAPE
TOWN & REGIONAL PLANNERS
2nd Floor Tygervalley Chambers
Willie van Schoor Avenue
Bellville 7530
PO Box 2445
Bellville
7535
TEL: (021) 948 1545
FAX: (021) 948 1555
Website: www.udwc.co.za
URBAN DYNAMICS WESTERN CAPE INC REG. No : 95/09962/21



STELLENBOSCH
DENNESIG

Building Line Plan - 1st Floor

- Outside figure
- Building Encroachments
- Building Lines
  (Stellenbosch Zoning Scheme 1996)

PLEASE NOTE:
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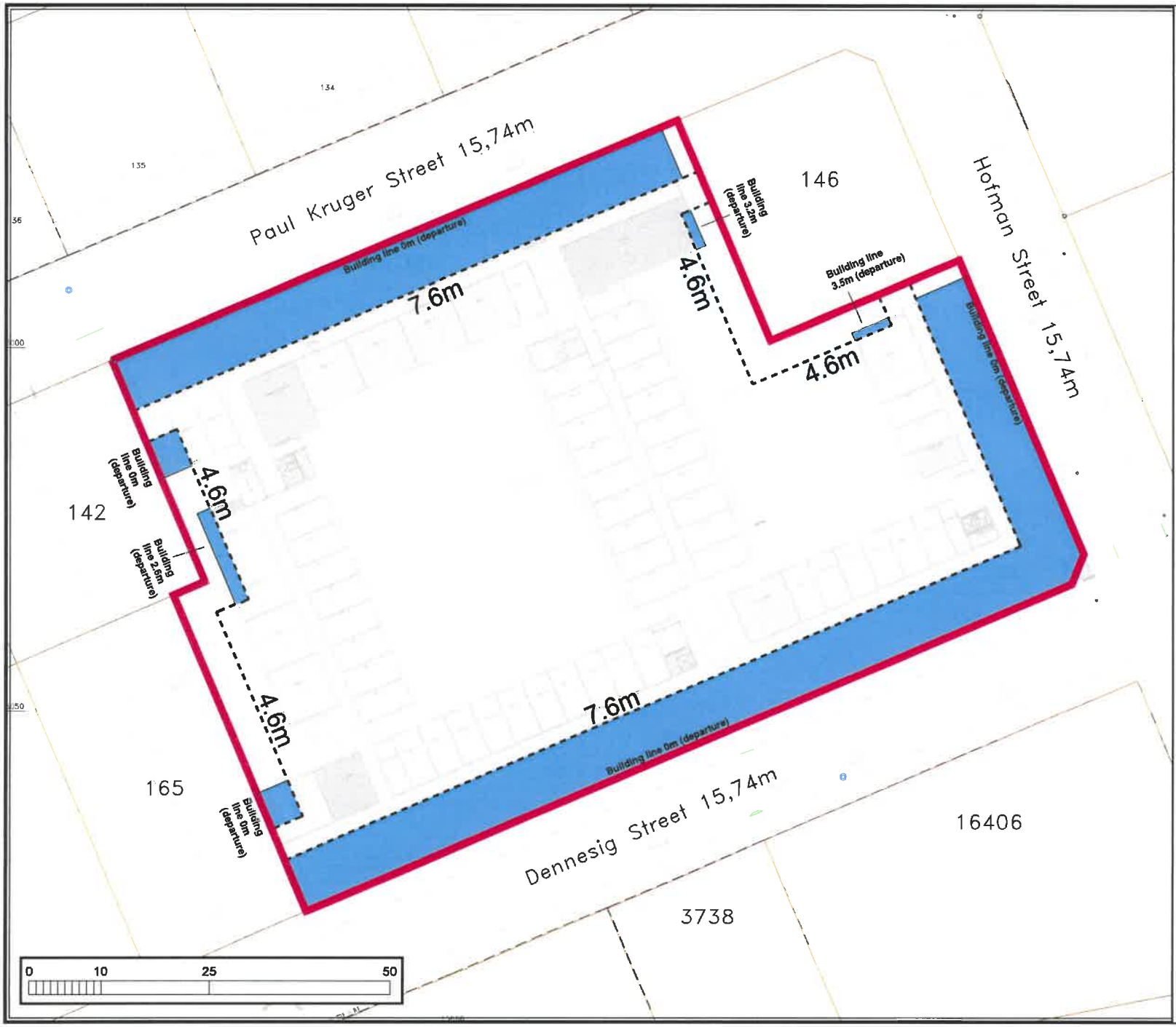
DATE 1 Nov 2019
SCALE See Linescale
PLAN NO. 2
FILE NAME:
COPYRIGHT RESERVED
CLIENT

URBAN DYNAMICS WESTERN CAPE
TOWN & REGIONAL PLANNERS
2nd Floor Tygervalley Chambers
Willie van Schoor Avenue
Bellville 7530
PO Box 3445
Bellville
7535
TEL: (021) 948 1545
FAX: (021) 948 1588
Website: www.udwc.co.za
URBAN DYNAMICS WESTERN CAPE INC REG. No : 55/09963/21



STELLENBOSCH
DENNESIG

Building Line Plan - 2nd Floor

Outside figure

Building Encroachments

Building Lines
(Stellenbosch Zoning Scheme 1996)

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

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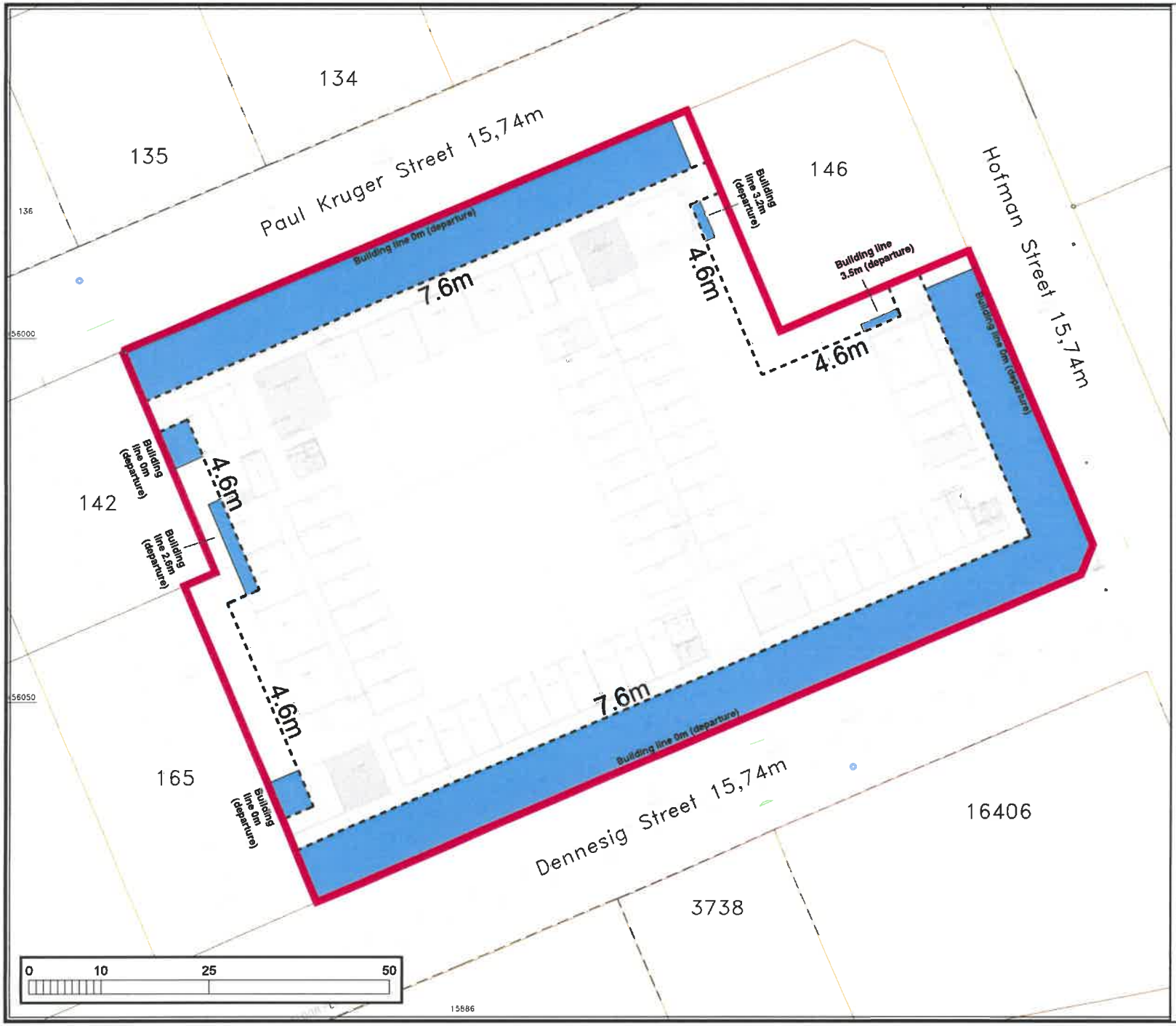
DATE	Oct 2019	COPYRIGHT RESERVED	CLIENT
SCALE	See Linescale		
PLAN NO.	3		
FILE NAME:			

URBAN DYNAMICS WESTERN CAPE
TOWN & REGIONAL PLANNERS
2nd Floor Tygervalley Chambers
Willie van Schoor Avenue
Bellville 7530
PO Box 2445
Bellville
7535
TEL: (021) 948 1545
FAX: (021) 945 1566
Website: www.udwc.co.za
URBAN DYNAMICS WESTERN CAPE INC REG. No : 95/09962/21



STELLENBOSCH
DENNESIG

Building Line Plan - 3rd Floor

- Outside figure
- Building Encroachments
- Building Lines
  (Stellenbosch Zoning Scheme 1996)

PLEASE NOTE:
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INDEMNITY
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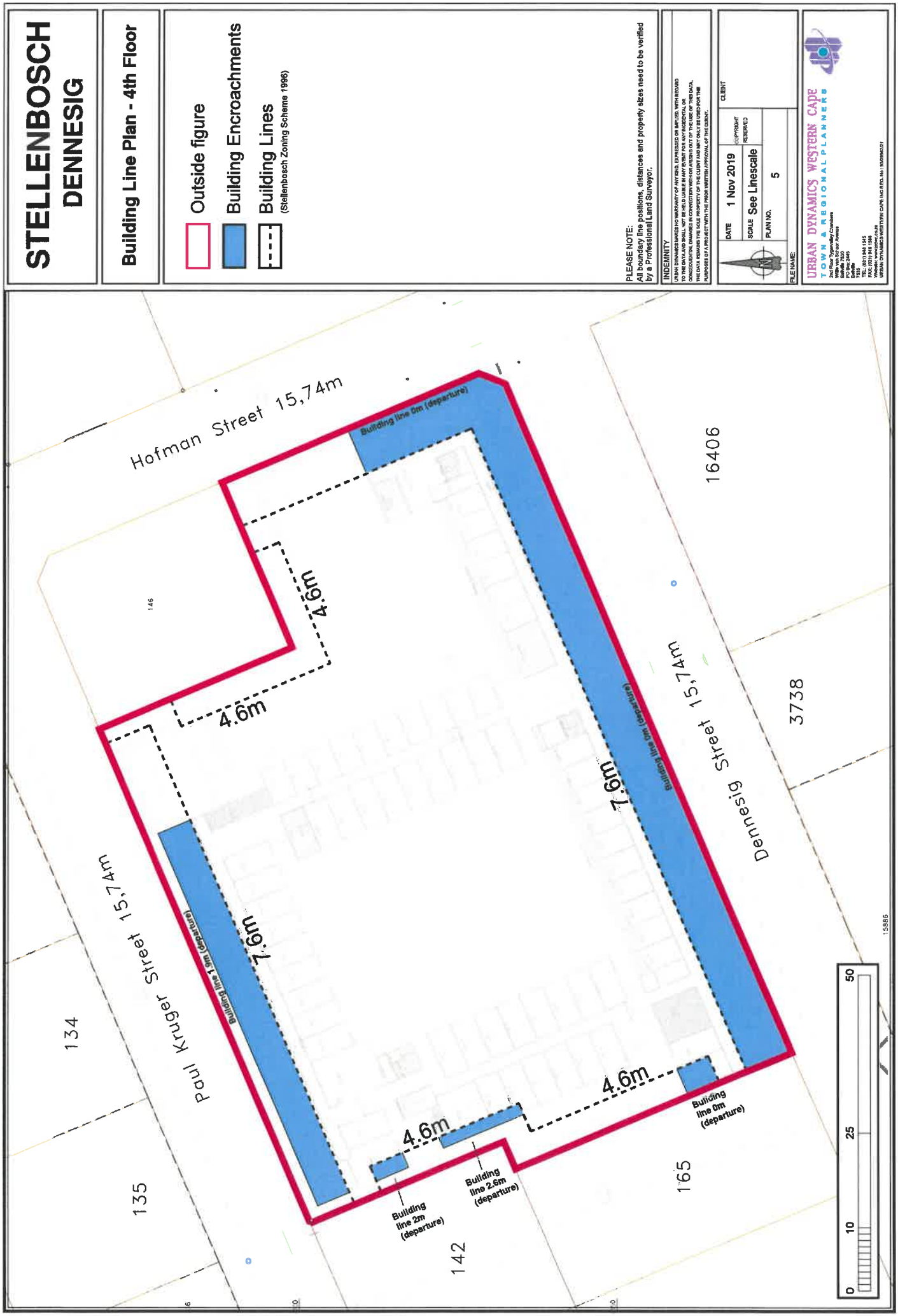
DATE Oct 2019
SCALE See Linescale
PLAN NO. 4
FILE NAME:
COPYRIGHT RESERVED
CLIENT

URBAN DYNAMICS WESTERN CAPE
TOWN & REGIONAL PLANNERS
2nd Floor Tygervalley Chambers
Willie van Schoor Avenue
Bellville 7530
PO Box 2445
Bellville
7536
TEL: (021) 948 1545
FAX: (021) 948 1588
Website: www.udwc.co.za
URBAN DYNAMICS WESTERN CAPE INC REG. No : 2009/962/21


STELLENBOSCH
DENNESIG
Building Line Plan - 4th Floor
Outside figure
Building Encroachments
Building Lines
(Stellenbosch Zoning Scheme 1996)
PLEASE NOTE:
All boundary line positions, distances and property sizes need to be verified by a Professional Land Surveyor.
INDEMNITY
DATE 1 Nov 2019
SCALE See Linescale
PLAN NO. 5
FILE NAME:
CLIENT
URBAN DYNAMICS WESTERN CAPE
TOWN & REGIONAL PLANNERS
Hofman Street 15,74m
Paul Kruger Street 15,74m
Dennesig Street 15,74m
Building line 0m (departure)
Building line 1.9m (departure)
Building line 0m (departure)
4.6m
4.6m
7.6m
7.6m
4.6m
4.6m
Building line 2m (departure)
Building line 2.6m (departure)
Building line 0m (departure)
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3738
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135
134
146
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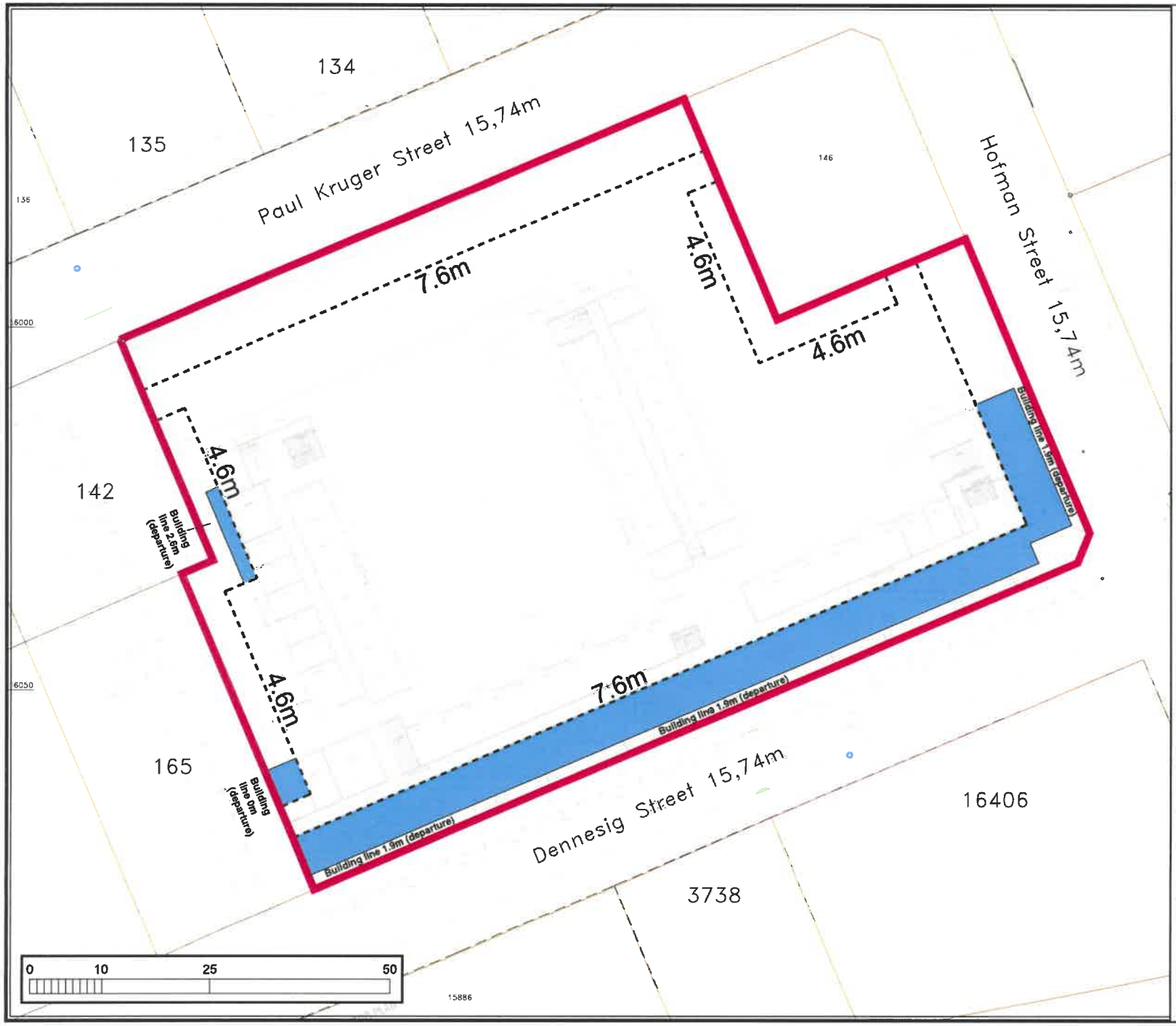

STELLENBOSCH
DENNESIG

Building Line Plan - 5th Floor

- Outside figure
- Building Encroachments
- Building Lines
  (Stellenbosch Zoning Scheme 1996)

PLEASE NOTE:
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DATE 1 Nov 2019
SCALE See Linescale
PLAN NO. 6
FILE NAME:
COPYRIGHT RESERVED
CLIENT

URBAN DYNAMICS WESTERN CAPE
TOWN & REGIONAL PLANNERS
2nd Floor Tygervalley Chambers
Willie van Schoor Avenue
Bellville 7530
PO Box 2445
Bellville
7535
TEL: (021) 948 1545
FAX: (021) 948 1588
Website: www.udwc.co.za
URBAN DYNAMICS WESTERN CAPE INC REG. No : 2009/962/21

ANNEXURE F

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

PLANNING & ECONOMIC DEVELOPMENT

PORTFOLIO OF EVIDENCE Applicant advertised CHECKLIST				Date	28/10/2019
Erf/Erven Farm no	Erven 143 - 145; 166 - 170	Portion(s) if farm		Allotment Area	Stellenbosch
Owner/ Applicant	Gerhard Swart			LU/number	LU/8676

INDICATE WHICH OF THE FOLLOWING DOCUMENTATION (WHERE APPLICABLE) IS ATTACHED TO THE PORTFOLIO OF EVIDENCE	OWNER/APPLICANT TO INDICATE		ADMIN OFFICER/ PLANNER VERIFY ☑
	YES	NO	
Affidavit (TEMPLATE ATTACHED)			
1. Is the affidavit signed by a Commissioner of Oaths	✓		
2. Does the affidavit confirm that the advertising was undertaken in accordance with the said prescriptions?	✓		
3. Does the affidavit confirm that the notice was placed and kept on site for the duration of the advertising period (from which date to which date)?	✓		
Proof of publication			
4. In **one** local newspaper in **two official languages (or in those cases where Council has indicated two local newspapers)**	✓		
5. Extract from the newspaper attached (date of publication visible)	✓		
6. Does the wording fully address the description of the application?	✓		
7. If no, define differences : n/a			
8. Advertising period From 15/11/2018 To 16/01/2019			
9. Does the Advertising period comply with the required 30 days?	✓		
10. Was Council informed of the commencement date and closure date?	✓		
The registered slips in respect of all the registered letters addressed to			
11. A copy of the registered letter addressed to the affected parties	✓		
12. Are the dates concurring	✓		
13. A copy of the registered letter addressed to the external departments (where required) N/A	✓		
14. Affected interested and affected parties (registered property owners) (original registered slips)	✓		
15. Community organisations (original registered slips)	✓		
16. Ward Councillor (original registered slip)	✓		
17. External Departments (where required) (original registered slip) N/A	✓		
18. Unclaimed registered mail N/A	✓		

19. If no to any of the above, define differences :			
20. Were the external departments granted 60 days for comment?	✓		
Notices placed on the property			
21. Were the notices placed on the property on the same day as the notice in press?	✓		
22. Have photos been attached? (one close up and one from across the street)	✓		
23. Was the notice clearly visible on site?	✓		
24. Were the notices kept on site for the duration of the advertising period?	✓		
Objections/Comments			
25. From organs of state/external departments must be on a formal letterhead?		✓	
26. All objections/comments received attached?	✓		
27. All emails sent or received in respect of this application attached?	✓		
28. Applicant's comments on the objections attached?	✓		
SIGNED BY APPLICANT/OWNER			

For office use only	
SIGNED BY ADMINISTRATIVE OFFICER	
VERIFIED & SIGNED BY TOWN PLANNER	
DATE VERIFIED	

SWORN AFFIDAVIT

I, the undersigned [Full Name (s) and Surname]: Gerhardus Paulus Swart ;

Identity Number 6501315098088 ;

in my capacity as (owner or authorised person through power of attorney): Town Planner and Director at Urban Dynamics South Cape

do hereby declare under oath that:

1. The application for:
A mixed use development (residential with a retial component) in Dennesig Street

on Erf/ Farm Number: Erven 143 - 145 & 166 - 170, Stellenbosch

Was advertised in at least two of the official languages of the Province in the following newspaper(s)[i]:

(a) Eikestad Nuus (b) N/A

From 15 November 20 18 to 16 January 20 19

2. The public notices were prominently displayed and maintained in a legible condition for a continuous period of thirty (30) days from the date of the advertisement as indicated in Section (2) above[ii];
3. A notice containing the requirements as set out in the Stellenbosch Land Use Planning By-Law (2015), was posted per registered mail[iii] to all adjoining property owners/occupants/ interested and affected parties, during the same date of the advertising period as specified in Section (2) above;
4. Furthermore, a notice of the application was sent to the relevant Intergovernmental State Departments, per registered mail[iv], commencing the same date as in Section (2) above with an **additional** 30 days **(minimum 60 days)** for comment;
5. That all comments and objections to the application concerned were forwarded to Stellenbosch Municipality as contemplated in sections 1 – 4 above.

The Deponent acknowledges that he / she knows and understands the contents of this Affidavit.

Signature: .....

Signed at Bellville

On this 29 day of October 20 19

At: Adendorff Attorneys

Commissioner of Oath's Stamp & Signature

SIMBONGILE MOLOMO
Adendorff Attorneys Inc.
Commissioner of Oaths
Practising Attorney (RSA)
3rd Floor, Tygervalley Chambers 4
27 Willie van Schoor Drive
Tyger Valley, Cape Town

[i] Must conform to Section 47 of the Stellenbosch Municipality Land Use Planning By-law (2015) [THE BY-LAW]– attach copy of advert (s)
[ii] Site Displays must conform to Section 48 (2)(a) of the By-law – attach photos
[iii] Attach original registration post slips and copies of letters that were distributed containing the required information as per Section 47 of the By-law
[iv] Attach original registration post slips and copies of letters that were distributed containing the required information as per Section 47 of the By-law

NOTICE OF LAND DEVELOPMENT APPLICATION IN THE STELLENBOSCH MUNIC[illegible]L AREA

APPLICATION FOR CONSOLIDATION, REZONING, PERMANENT DEPARTURES FROM THE STELLENBOSCH ZONING SCHEME REGULATIONS (1996), REMOVAL OF RESTRICTIVE TITLE DEED CONDITIONS, APPROVAL OF A SITE DEVELOPMENT PLAN AND LANDSCAPING MASTER PLAN: ERVEN 143 - 145 & 166 - 170, STELLENBOSCH, DENNESIG; HOFMAN AND PAUL KRUGER STREETS, STELLENBOSCH

Applicant:	Urban Dynamics South Cape
Owner:	Buffshelfco 54 Proprietary Limited (082 330 8063)
Application number:	LU/8676
Reference number:	Erf 143-145 & 166-170, Stellenbosch
Property Description:	Erven 143 - 145 & 166 - 170, Stellenbosch
Physical Address:	Dennesig; Hofman & Paul Kruger Streets

Detailed description of proposal: The proposed development requires application in terms of Sections 15(2)(a); 15(2)(b); 15(2)(e); and 15(2)(f), of the Stellenbosch Municipal Land Use Planning By-Law (2015), for the following: The consolidation of Erven 143-145 & 166 - 170, Stellenbosch; Rezoning of the consolidated area from Single Residential Zone to Specific Business Zone; permanent departures from the Stellenbosch Zoning Scheme Regulations (1996) to allow for: 6 storeys, relaxation of street and lateral building lines, coverage of 58% in lieu of 50%, a parking ratio of 0.85 parking bays per bedroom in lieu of 1 bay per bedroom, and to permit doors and windows etc. on lateral and rear boundaries; the removal of restrictive title deed conditions (conditions pertaining to land uses on each property, the subdivision of properties, building lines, registration of servitudes to accommodate services, and water use from the Kromme River); and approval of a Site Development Plan and Landscaping Master Plan. The aforementioned applications in terms of the Stellenbosch Municipal Land Use Planning By-Law (2015) are required to establish a high density residential building along with retail facilities and ancillary uses, as a response to the growing demand for residential and student accommodation within Stellenbosch.

Notice is hereby given in terms of the Stellenbosch Municipal Land Use Planning By-law that the above mentioned application has been received and is available for inspection during weekdays between 08:30 and 13:30 at the Planning Advice Centre at Stellenbosch Municipality, Plein Street, Stellenbosch. Any written comments/objections, with full reasons therefore, may be addressed in terms of section 50 of the said legislation to the applicant in one of the following manners:

APPLICANT
Registered mail or normal mail
Urban Dynamics South Cape, PO Box 2445, Bellville, 7535
Or faxed to
021 948 1588
Or hand delivered to
Urban Dynamics South Cape, 2nd Floor, Tyger Valley Chambers Five, 27 Willie van Schoor Avenue, Bellville, 7530
Or e-mailed to
gerhard@udwc.co.za

All comments, quoting the application number, reference number, your name, address or contact details, your interest in the application and reasons for comments should be received by the above party on or before 60 days from the date of publication of this notice (the statutory 30 day commenting period has been extended to 60 days to take Council's recess period between 15 December 2018 and 15 January 2019 into account). Telephonic enquiries can be made to the applicant, Gerhard Swart at 021 948 1545. Any comment/objection received after aforementioned closing date will be considered invalid. Any person who cannot write will be assisted by a Municipal official by transcribing their comments.

KENNISGEWING VAN GRONDONTWIKKELINGSAANSOEK IN DIE [illegible]ELLENBOSCH MUNISIPALE GEBIED

AANSOEK VIR KONSOLIDASIE, HERSONERING, PERMANENTE AFWYKINGS VAN DIE STELLENBOSCH SONERINGSKEMAREGULASIES (1996), OPHEFFING VAN BEPERKENDE TITELAKTE VOORWAARDES, GOEDKEURING VAN 'N TERREINONTWIKKELINGSPLAN EN LANDSKAPERINGSPLAN: ERWE 143 - 145 & 166 - 170, STELLENBOSCH, DENNESIG; HOFMAN EN PAUL KRUGER STRATE, STELLENBOSCH

Aansoeker:	Urban Dynamics South Cape
Eienaar:	Buffshelfco 54 Proprietary Limited (082 330 8063)
Aansoeknommer:	LU/8676
Verwysingsnommer:	Erf 143 - 145 & 166 - 170, Stellenbosch
Eiendomsbeskrywing:	Erwe 143 - 145 & 166 - 170, Stellenbosch
Fisiese Adres:	Dennesig; Hofman & Paul Kruger strate

Beskrywing van aansoek: Die voorgestelde ontwikkeling vereis aansoek ingevolge Artikels 15(2)(a); 15(2)(b); 15(2)(e); en 15(2)(f), van die Stellenbosch Munisipalitelt: Verordening op Grondgebruiksbeplanning (2015), vir die volgende: Die konsolidasie van Erwe 143 - 145 & 166 - 170, Stellenbosch; die Hersonering van die gekonsolideerde area van Enkelbewoning na Spesifieke Besigheid; permanente afwykings van die Stellenbosch Soneringskemaregulasies (1996) om die volgende toe te laat: 6 verdiepings, verslapping van straat en kant boulyne, dekking vanaf 50% na 58%, parkering in 'n verhouding van 0.85 parkeer spasies per slaapkamer in stede van 1 parkeerspasie per slaapkamer, om deure en vensters ens. op kant en agter erfgrense toe te laat; die opheffing van beperkende titelakte voorwaardes (voorwaardes met betrekking tot grondgebruike op elendomme, onderverdeling van elendomme, boulyne, registrasie van serwituute vir dienste doeleindes, en watergebruik van die Kromme Rivier); en die goedkeuring van 'n terreinontwikkelingsplan en landskaperingsplan. Die voormelde aansoeke ingevolge die Stellenbosch Munisipaliteit Verordening op Grondgebruiksbeplanning (2015) word versoek vir die ontwikkeling van 'n hoë digtheid residensiële gebou, tesame met kleinhandel en aanvullende gebruike, om die groeiende aanvraag vir residensiële en studente akkommodasie in Stellenbosch aan te spreek.

Kennis geskied hiermee ingevolge die Stellenbosch Munisipaliteit Verordening op Grondgebruikbeplanning dat die bogenoemde aansoek ontvang is en gedurende weeksdae tussen 08:30 en 13:30 by die Beplanningsadvieskantoor by Stellenbosch Munisipalitelt, Pleinstraat, Stellenbosch ter insae lê. Enige geskrewe kommentare/besware, met volledige redes daarvoor, moet ingevolge Artikel 50 van die genoemde wetgewing aan die aansoeker op een van die volgende wyses geadreseer word:

AANSOEKER
Geregistreerde of gewone pos
Urban Dynamics South Cape, PO Box 2445, Bellville, 7535
Of gefaks aan
021 948 1588
Of per hand afgelewer aan
Urban Dynamics South Cape, 2nd Floor, Tyger Valley Chambers Five, 27 Willie van Schoor Avenue, Bellville, 7530
Of per e-pos gelewer aan
gerhard@udwc.co.za

Alle kommentare moet op of voor 60 dae vanaf die datum van publikasie van hierdie kennisgewing (die statutêre 30 dae kommentaartydperk is tot 60 dae verleng om vir die resesperiode van die Raad tussen 15 Desember 2018 and 15 Januarie 2019 voorsiening te maak), met vermelding van die aansoeknommer, verwysingsnommer, u naam, adres en kontakbesonderhede, belangstelling in die aansoek en redes vir kommentaar, deur die bogemelde party ontvang word. Telefoniese navrae kan aan die aansoeker, Gerhard Swart by tel 021 948 1545 gerig word. Enige kommentaar/beswaar ontvang na die voormelde sluitingsdatum sal as ongeldig geag word. Enige persoon wat nie kan skryf nie sal deur 'n Munisipale-amptenaar bygestaan word om hul kommentaar op skrif te stel.

URBAN DYNAMICS South CAPE
TOWN & REGIONAL PLANNERS

Application Number: LU/8676
Our File Reference Number: Erf 143-145 & 166-170, Stellenbosch
Your Reference Number: L850-GS-mb-mp-310095S
Enquiries: Gerhard Swart
Contact No: 021 – 948 1545
Email address: gerhard@udwc.co.za
Date: 15 November 2018

REGISTERED MAIL

EC Kriek
PO Box 2565
Paarl
7620

Dear Mr/Ms

APPLICATION FOR CONSOLIDATION, REZONING, PERMANENT DEPARTURES FROM THE STELLENBOSCH ZONING SCHEME REGULATIONS (1996), REMOVAL OF RESTRICTIVE TITLE DEED CONDITIONS, APPROVAL OF A SITE DEVELOPMENT PLAN AND LANDSCAPING MASTER PLAN: ERVEN 143 – 145 & 166 – 170, STELLENBOSCH, DENNESIG; HOFMAN AND PAUL KRUGER STREETS, STELLENBOSCH

Applicant:	Urban Dynamics South Cape
Owner:	Buffshelfco 54 Proprietary Limited (082 330 8063)
Application number:	LU/8676
Reference number:	Erf 143-145 & 166-170, Stellenbosch
Property Description:	Erven 143 – 145 & 166 – 170, Stellenbosch
Physical Address:	Dennesig; Hofman & Paul Kruger Streets

Detailed description of proposal:

The proposed development requires application in terms of Sections 15(2)(a); 15(2)(b); 15(2)(e); and 15(2)(f), of the Stellenbosch Municipal Land Use Planning By-Law (2015), for the following: The consolidation of Erven 143-145 & 166 – 170, Stellenbosch; Rezoning of the consolidated area from Single Residential Zone to Specific Business Zone; permanent departures from the Stellenbosch Zoning Scheme Regulations (1996) to allow for: 6 storeys, relaxation of street and lateral building lines, coverage of 58% in lieu of 50%, a parking ratio of 0.85 parking bays per bedroom in lieu of 1 bay per bedroom, and to permit doors and windows etc. on lateral and rear boundaries; the removal of restrictive title deed conditions (conditions pertaining to land uses on each property, the subdivision of properties, building lines, registration of servitudes to accommodate services, and water use from the Kromme River); and approval of a Site Development Plan and Landscaping Master Plan.

The aforementioned applications in terms of the Stellenbosch Municipal Land Use Planning By-Law (2015) are required to establish a high density residential building along with retail facilities and ancillary uses, as a response to the growing demand for residential and student accommodation within Stellenbosch.

Notice is hereby given in terms of the Stellenbosch Municipal Land Use Planning By-law that the above mentioned application has been received and is available for inspection during weekdays between 08:30 and 13:30 at the Planning Advice Centre at Stellenbosch Municipality, Plein Street, Stellenbosch. Any written comments/objections, with full reasons therefore, may be addressed in terms of section 50 of the said legislation to the applicant in one of the following manners:

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Yours faithfully



GERHARD SWART

SECTION 1 EXECUTIVE SUMMARY

1.1. Background

Urban Dynamics South Cape (Pty) Ltd has been appointed by BUFFSHELFCO 54 Pty Ltd (Reg nr. 2017/234752/07) for the procurement of land use rights, to enable the development of a high density residential building, mixed with ancillary and business uses, on erven 143 – 145 and 166 – 170, Stellenbosch. *Figure 1.1* below indicates an aerial view the application area.



Figure 1.1: Aerial Context

The excellent location of the application area relative to the surrounding amenities, contribute positively to the potential of the application area for high density student accommodation. The market has responded to Council's approved Integrated Development Plan (IDP: 2018/2019) where the Dennesig neighbourhood has been earmarked as a primary densification and development intensification area for the establishment of blocks of flats. The proposed development is therefore consistent with the Spatial Policy directives. *Figure 1.2* below indicates the proposed development within its surrounding context. The development proposal and design of the building is the product of a thorough process of iteration and mitigation in order to respond positively and appropriately to the context and immediate environs, incorporating the recommendations of the urban design informants and heritage impact assessment. The proposal establishes and promotes active and permeable street interfaces, incorporates green building elements (natural lighting, screening, texture etc.), promotes pedestrian movement (walking and cycling), and responds to the architectural character of the surrounding area etc.

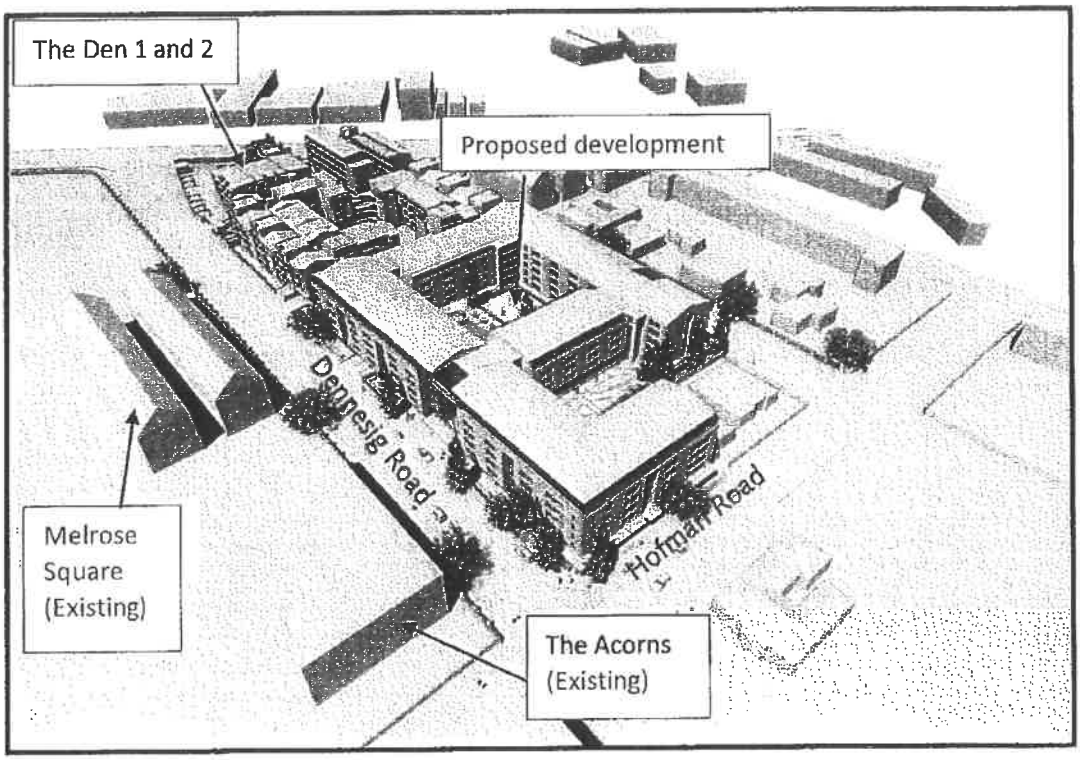

Figure 1.2: Locational Fit

The proposed mixed-use development (residential, retail and ancillary uses) will obtain vehicular access from Dennesig Road. The main pedestrian access is also located in Dennesig Road, with an additional pedestrian access along Hofman Road. The proposal includes two parking levels (basement storey and ground floor). Parking is being concealed from the abutting roads. In order to create positive street edges, residential units (23) are proposed on ground floor facing outwards. The ground floor units were also set back to create larger private gardens, to create a positive public-private interface with the streets. The residential units on the ground floor will also increase safety through a level of 'surveillance' of the retail uses located along Dennesig and Hofman Roads. A total of 508 residential units, consisting of studio apartments, 1 bedroom studios, and 2 bedroom apartments are proposed within the development. The ancillary uses include, but are not limited to, a swimming pool, multi-purpose pitch, study halls etc.

The development proposes a state-of-the-art residential development with top quality amenities, promoting a well-integrated, sustainable, safe and amiable living environment. The building will have a strong urban presence and contribute to the vernacular character of the area, within a well-established tree-lined urban landscape. The proposed design follows the traditional pattern distinctive in Stellenbosch of buildings 'hugging' and 'enclosing' the streets, therefore better defining the streets as public space and place. The architectural style of the proposed development is responsive to its historical contextual environment. The mainly smooth rendered white washed surfaces juxtaposed with recessed glazed surfaces and deep-set balconies, will enhance the integration with contemporary urban aesthetic that connects with the historical vernacular style of Stellenbosch.

Landscaping features will be implemented as tools/ measures of mitigating potential visual impacts of the proposed development, as well as to create a high quality urban environment. Landscaping is based on sustainable landscaping principles. Most of the existing trees will be retained and trees next to foundations will be assisted with water absorption (Vertimulch treatment). Water wise gardening with hardy plants will be implemented. Road reserves will also be landscaped to accommodate pedestrian walkways and green buffer strips to provide privacy for ground floor units.

The proposed departures of development parameters are based on contextual and urban design informants and will in fact contribute to an improved building that will fit into the local environment, address the demand for residential development in Stellenbosch, and which is consistent with Council's policy directives.

URBAN DYNAMICS SOUTH CAPE
TOWN & REGIONAL PLANNERS

Aansoeknommer: LU/8676
Munsipale Lêerverwysingsnommer: Erf 143-145 & 166-170, Stellenbosch
Aansoeker Verwysingsnommer: L850-GS-mb-mp-310095S
Navrae: Gerhard Swart
Kontaknommer: 021 – 948 1545
E-pos adres: gerhard@udwc.co.za
Datum: 15 November 2018

GEREGISTREERDE POS

EC Kriek
Posbus 2565
Paarl
7620

Beste Mnr/Me

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Aansoeknommer:	LU/8676
Verwysingsnommer:	Erf 143 – 145 & 166 – 170, Stellenbosch
Eiendomsbeskrywing:	Erwe 143 – 145 & 166 – 170, Stellenbosch
Fisiese Adres:	Dennesig; Hofman & Paul Kruger strate

Beskrywing van aansoek:

Die voorgestelde ontwikkeling vereis aansoek ingevolge Artikels 15(2)(a); 15(2)(b); 15(2)(e); en 15(2)(f), van die Stellenbosch Munisipaliteit: Verordening op Grondgebruiksbeplanning (2015), vir die volgende: Die konsolidasie van Erwe 143 – 145 & 166 – 170, Stellenbosch; die Hersonering van die gekonsolideerde area van Enkelbewoning na Spesifieke Besigheid; permanente afwykings van die Stellenbosch Soneringskemaregulasies (1996) om die volgende toe te laat: 6 verdiepings, verslapping van straat en kant boulyne, dekking vanaf 50% na 58%, parkering in 'n verhouding van 0.85 parkeer spasies per slaapkamer in stede van 1 parkeerspasie per slaapkamer, om deure en vensters ens. op kant en agter erfgrense toe te laat; die opheffing van beperkende titelakte voorwaardes (voorwaardes met betrekking tot grondgebruike op eiendomme, verdeling van eiendomme, boulyne registreer van serwituute vir dienste doeleindes, en watergebruik van die Kromme Rivier); en die goedkeuring van 'n terreinontwikkelingsplan en landskaperingsplan.

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PO Box 2445, Bellville 7535
Tel: +27(0)21 948-1545 / Fax: +27(0)21 948-1588
Email: erika@udwc.co.za Reg No: 1997/006197/07

Directors: W Herbert (Managing) (A/624/1990) * PL Olden (A/1162/2000) * GP Swart (A/1126/1999)*
Associate Director: PJ Lerm (A/163/2009)*
*Registered Professional Planners

BEE LEVEL 4

Die voormelde aansoeke ingevolge die Stellenbosch Munisipaliteit: Verordening op Grondgebruiksbeplanning (2015) word versoek vir die ontwikkeling van 'n hoë digtheid residensiële gebou, tesame met kleinhandel en aanvullende gebruike, om die groeiende aanvraag vir residensiële en student akkommodasie in Stellenbosch aan te spreek.

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Die Uwe



GERHARD SWART

SECTION 1 SAMEVATTENDE OPSOMMING

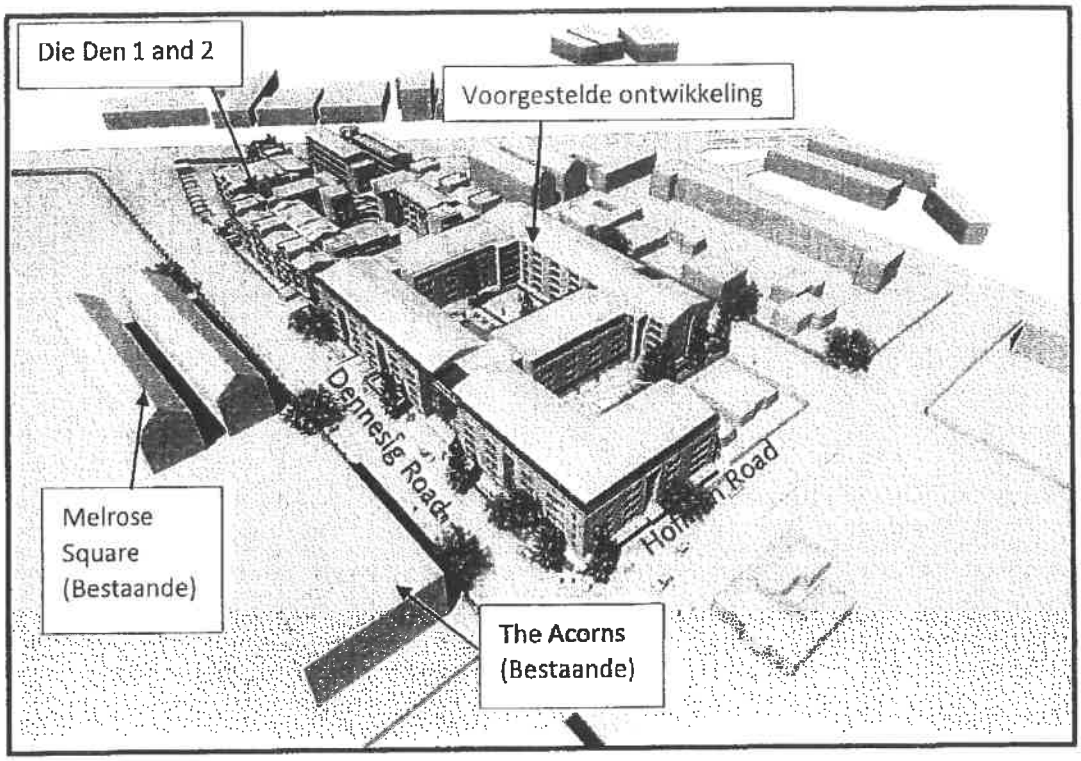
1.1. Agtergrond

Urban Dynamics Suid-Kaap (Edms) Bpk was aangestel deur BUFFSHELFCO 54 (Edms) Bpk (Reg nr. 2017/234752/07) vir die verkryging van grondgebruiksregte, ten einde die ontwikkeling van 'n hoë digtheid residensiële gebou, gemeng met aanvullende en besigheid gebruike, op erwe 143 – 145 en 166 – 170, Stellenbosch. *Figuur 1.1* hieronder dui 'n lugfoto aan van die aansoekgebied.



Figuur 1.1: Lugfoto

Die uitstekende ligging van die aansoekgebied relatief tot die omliggende geriewe, dra positief by tot die potensiaal van die aansoekarea vir hoë-digtheid studente akkommodasie. Die mark het positief gereageer op die Raad se goedgekeurde Geïntegreerde Ontwikkelingsplan (GOP: 2018/2019) waar die Dennesig-area geoormerk is as 'n primêre verdigting en hoër intensiteit ontwikkeling vir die vestiging van woonstelblokke. Die voorgestelde ontwikkeling is dus in ooreenstemming met die ruimtelike beleidsriglyne. *Figuur 1.2* hieronder dui die voorgestelde ontwikkeling binne sy omliggende konteks aan. Die ontwikkelingsvoorstel en ontwerp van die gebou is die produk van 'n deeglike proses van iterasie en versagting, ten einde positief en gepas te reageer op die konteks en onmiddellike omgewing. Die aanbevelings van die stedelike ontwerp-idikatore en erfenis impak assessering is ook tydens die ontwerp in ag geneem. Die voorstel vestig en bevorder aktiewe en deursigtige straatfronte, bevat 'groen' geboue (natuurlike beligting, skerms, tekstuur, ens.), bevorder voetgangersbeweging (loop en fietsry), reageer positief op die argitektoniese karakter van die omliggende area, ens.



Figuur 1.2: Ontwikkeling in omliggende konteks

Die voorgestelde gemengde gebruiksontwikkeling (residensiële, kleinhandel en aanvullende gebruike) sal toegang verkry vanaf Dennesigstraat. Die hoof voetganger toegang is ook in Dennesigstraat, met 'n bykomende voetganger toegang langs Hofmanstraat. Die voorstel sluit twee parkeervlakke in (ondergronds en grondvloer). Parkering word van die aangrensende paaie/publiek versteek. Ten einde positiewe straatfronte te skep, word wooneenhede (23) op die grondvloer voorgestel met aansigte op straat/ na buite. Die eenhede op grondvloer is ook teruggeset om groter privaat tuine te skep, om 'n positiewe publieke-private verhouding/ omgewing te skep. Die wooneenhede op die grondvloer sal ook bydra tot veiligheid/ sekuriteit deur 'toesig' te hou op die kleinhandelgebruike wat langs Dennesig en Hofman strate voorsien word (oë-op-straat konsep). In die ontwikkeling word 'n totaal van 508 wooneenhede, bestaande uit studio-woonstelle, 1 slaapkamer-studios en 2 slaapkamer woonstelle, voorgestel. Die aanvullende gebruike sluit in, maar is nie beperk nie tot, 'n swembad, veeldoelige veld, studiesale, ens.

Die ontwikkeling is 'n moderne residensiële ontwikkeling met topgehalte-geriewe. Die voorgestelde ontwikkeling bied ook 'n goed geïntegreerde, volhoubare, veilige en vriendelike leefomgewing. Die gebou sal 'n sterk stedelike teenwoordigheid hê, binne 'n gevestigde boomryke area. Die voorgestelde ontwerp volg die tradisionele patroon kenmerkend aan Stellenbosch (geboue wat strate en publieke ruimtes om-sluit). Die argitektoniese styl van die voorgestelde ontwikkeling is 'n response op die historiese kontekstuele omgewing. Die hoofsaaklik gladde, wit oppervlaktes met ingeboude balkonne, sal die integrasie met kontemporêre stedelike estetika verbeter wat verbind kan word met die historiese boustyl van Stellenbosch.

Landskapering sal geïmplementeer word as 'n meganisme om die potensiële visuele impak van die voorgestelde ontwikkeling te versag/ verminder, asook om 'n hoë kwaliteit stedelike omgewing te skep. Landskapering is gebaseer op volhoubare beginsels. Die meeste van die bestaande bome sal behou word en bome naby gebou fondasies sal voorsien word met waterabsorpsie vermoë (Vertimulch-behandeling). Droogte bestande en geharde plante sal aangeplant word. Landskapering sal ook op sypaadjies plaasvind om voetgangers te akkommodeer en om 'n vlak van privaatheid aan grondvloerwooneenhede te verskaf.

Die voorgestelde afwykings van ontwikkelingsparameters is gebaseer op kontekstuele en stedelike ontwerp-indikatore en sal bydra tot 'n verbeterde gebou wat gepas sal wees in die plaaslike omgewing, die vraag na residensiële ontwikkeling in Stellenbosch aanspreek, en wat bestaanbaar is met die beleidsriglyne van die Raad.

URBAN DYNAMICS South CAPE
TOWN & REGIONAL PLANNERS

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Email address: gerhard@udwc.co.za
Date: 15 November 2018

REGISTERED MAIL

Stellenbosch Interest Group
Posbus 2217
Dennesig
7601

APPLICATION FOR CONSOLIDATION, REZONING, PERMANENT DEPARTURES FROM THE STELLENBOSCH ZONING SCHEME REGULATIONS (1996), REMOVAL OF RESTRICTIVE TITLE DEED CONDITIONS, APPROVAL OF A SITE DEVELOPMENT PLAN AND LANDSCAPING MASTER PLAN: ERVEN 143 – 145 & 166 – 170, STELLENBOSCH, DENNESIG; HOFMAN AND PAUL KRUGER STREETS, STELLENBOSCH

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URBAN DYNAMICS SOUTH CAPE
TOWN & REGIONAL PLANNERS

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Munsipale Lêerverwysingsnommer: Erf 143-145 & 166-170, Stellenbosch
Aansoeker Verwysingsnommer: L850-GS-mb-mp-3100955
Navrae: Gerhard Swart
Kontaknommer: 021 – 948 1545
E-pos adres: gerhard@udwc.co.za
Datum: 15 November 2018

GEREGISTREERDE POS

Stellenbosch Belangegroep
Posbus 2217
Dennesig
7601

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BEE LEVEL 4

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Of per e-pos gelewer aan
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Alle kommentare moet op of voor **60 dae** vanaf die datum van publikasie van hierdie kennisgewing ***(die statutêre 30 dae kommentaartydperk is tot 60 dae verleng om vir die resesperiode van die Raad tussen 15 Desember 2018 and 15 Januarie 2019 voorsiening te maak)***, met vermelding van die aansoeknommer, verwysingsnommer, u naam, adres en kontakbesonderhede, belangstelling in die aansoek en redes vir kommentaar, deur die bogemelde party ontvang word. Telefoniese navrae kan aan die aansoeker, Gerhard Swart by tel 021 948 1545 gerig word. Enige kommentaar/beswaar ontvang na die voormelde sluitingsdatum sal as ongeldig geag word. Enige persoon wat nie kan skryf nie sal deur 'n Munisipale-amptenaar bygestaan word om hul kommentaar op skrif te stel.

Die Uwe



GERHARD SWART

URBAN DYNAMICS SOUTH CAPE
TOWN & REGIONAL PLANNERS

Application Number: LU/8676
Our File Reference Number: Erf 143-145 & 166-170, Stellenbosch
Your Reference Number: L850-GS-mb-mp-310095S
Enquiries: Gerhard Swart
Contact No: 021 – 948 1545
Email address: gerhard@udwc.co.za
Date: 15 November 2018

REGISTERED MAIL

Stellenbosch Ratepayers' Association
PO Box 399
Stellenbosch
7599

APPLICATION FOR CONSOLIDATION, REZONING, PERMANENT DEPARTURES FROM THE STELLENBOSCH ZONING SCHEME REGULATIONS (1996), REMOVAL OF RESTRICTIVE TITLE DEED CONDITIONS, APPROVAL OF A SITE DEVELOPMENT PLAN AND LANDSCAPING MASTER PLAN: ERVEN 143 – 145 & 166 – 170, STELLENBOSCH, DENNESIG; HOFMAN AND PAUL KRUGER STREETS, STELLENBOSCH

Applicant:	Urban Dynamics South Cape
Owner:	Buffshelfco 54 Proprietary Limited (082 330 8063)
Application number:	LU/8676
Reference number:	Erf 143-145 & 166-170, Stellenbosch
Property Description:	Erven 143 – 145 & 166 – 170, Stellenbosch
Physical Address:	Dennesig; Hofman & Paul Kruger Streets

Detailed description of proposal:

The proposed development requires application in terms of Sections 15(2)(a); 15(2)(b); 15(2)(e); and 15(2)(f), of the Stellenbosch Municipal Land Use Planning By-Law (2015), for the following: The consolidation of Erven 143-145 & 166 – 170, Stellenbosch; Rezoning of the consolidated area from Single Residential Zone to Specific Business Zone; permanent departures from the Stellenbosch Zoning Scheme Regulations (1996) to allow for: 6 storeys, relaxation of street and lateral building lines, coverage of 58% in lieu of 50%, a parking ratio of 0.85 parking bays per bedroom in lieu of 1 bay per bedroom, and to permit doors and windows etc. on lateral and rear boundaries; the removal of restrictive title deed conditions (conditions pertaining to land uses on each property, the subdivision of properties, building lines, registration of servitudes to accommodate services, and water use from the Kromme River); and approval of a Site Development Plan and Landscaping Master Plan.

The aforementioned applications in terms of the Stellenbosch Municipal Land Use Planning By-Law (2015) are required to establish a high density residential building along with retail facilities and ancillary uses, as a response to the growing demand for residential and student accommodation within Stellenbosch.

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APPLICANT
Registered mail or normal mail
Urban Dynamics South Cape, PO Box 2445, Bellville, 7535
Or faxed to
021 948 1588
Or hand delivered to
Urban Dynamics South Cape, 2nd Floor, Tyger Valley Chambers Five, 27 Willie van Schoor Avenue, Bellville, 7530
Or e-mailed to
gerhard@udwc.co.za

All comments, quoting the application number, reference number, your name, address or contact details, your interest in the application and reasons for comments should be received by the above party on or before **60 days** from the date of publication of this notice ***(the statutory 30 day commenting period has been extended to 60 days to take Council's recess period between 15 December 2018 and 15 January 2019 into account)***. Telephonic enquiries can be made to the applicant, Gerhard Swart at 021 948 1545. Any comment/objection received after aforementioned closing date will be considered invalid. Any person who cannot write will be assisted by a Municipal official by transcribing their comments.

Yours faithfully



GERHARD SWART

URBAN DYNAMICS South CAPE
TOWN & REGIONAL PLANNERS

Aansoeknommer: LU/8676
Munsipale Lêerverwysingsnommer: Erf 143-145 & 166-170, Stellenbosch
Aansoeker Verwysingsnommer: L850-GS-mb-mp-310095S
Navrae: Gerhard Swart
Kontaknommer: 021 – 948 1545
E-pos adres: gerhard@udwc.co.za
Datum: 15 November 2018

GEREGISTREERDE POS

Stellenbosch Ratepayers' Association
Posbus 399
Stellenbosch
7599

AANSOEK VIR KONSOLIDASIE, HERSONERING, PERMANENTE AFWYKINGS VAN DIE STELLENBOSCH SONERINGSKEMAREGULASIES (1996), OPHEFFING VAN BEPERKENDE TITELAKTE VOORWAARDES, GOEDKEURING VAN 'N TERREINONTWIKKELINGSPLAN EN LANDSKAPERINGSPLAN: ERWE 143 – 145 & 166 – 170, STELLENBOSCH, DENNESIG; HOFMAN EN PAUL KRUGER STRATE, STELLENBOSCH

Aansoeker:	Urban Dynamics South Cape
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Aansoeknommer:	LU/8676
Verwysingsnommer:	Erf 143 – 145 & 166 – 170, Stellenbosch
Eiendomsbeskrywing:	Erwe 143 – 145 & 166 – 170, Stellenbosch
Fisiese Adres:	Dennesig; Hofman & Paul Kruger strate

Beskrywing van aansoek:

Die voorgestelde ontwikkeling vereis aansoek ingevolge Artikels 15(2)(a); 15(2)(b); 15(2)(e); en 15(2)(f), van die Stellenbosch Munisipaliteit Verordening op Grondgebruiksbeplanning (2015), vir die volgende: Die konsolidasie van Erwe 143 – 145 & 166 – 170, Stellenbosch; die Hersonering van die gekonsolideerde area van Enkelbewoning na Spesifieke Besigheid; permanente afwykings van die Stellenbosch Soneringskemaregulasies (1996) om die volgende toe te laat: 6 verdiepings, verslapping van straat en kant boulyne, dekking vanaf 50% na 58%, parkering in 'n verhouding van 0.85 parkeer spasies per slaapkamer in stede van 1 parkeerspasie per slaapkamer, om deure en vensters ens. op kant en agter erfgrense toe te laat; die opheffing van beperkende titelakte voorwaardes (voorwaardes met betrekking tot grondgebruike op eiendomme, onderverdeling van eiendomme, boulyne,

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Tel: +27(0)21 948-1545 / Fax: +27(0)21 948-1588
Email: erika@udwc.co.za Reg No: 1997/006197/07

Directors: W Herbert (Managing) (A/624/1990) * PL Olden (A/1162/2000) * GP Swart (A/1126/1999)*
Associate Director: PJ Lerm (A/163/2009)*
*Registered Professional Planners

BEE LEVEL 4

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Of per hand afgelewer aan
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Of per e-pos gelewer aan
gerhard@udwc.co.za

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Die Uwe



GERHARD SWART

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TOWN & REGIONAL PLANNERS

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Enquiries: Gerhard Swart
Contact No: 021 – 948 1545
Email address: gerhard@udwc.co.za
Date: 15 November 2018

REGISTERED MAIL

Cllr J Serdyn (Ward 11)
9 Kwikstert Avenue
Onderpapegaaiberg
Stellenbosch
7600

APPLICATION FOR CONSOLIDATION, REZONING, PERMANENT DEPARTURES FROM THE STELLENBOSCH ZONING SCHEME REGULATIONS (1996), REMOVAL OF RESTRICTIVE TITLE DEED CONDITIONS, APPROVAL OF A SITE DEVELOPMENT PLAN AND LANDSCAPING MASTER PLAN: ERVEN 143 – 145 & 166 – 170, STELLENBOSCH, DENNESIG; HOFMAN AND PAUL KRUGER STREETS, STELLENBOSCH

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URBAN DYNAMICS south CAPE
TOWN & REGIONAL PLANNERS

Aansoeknommer: LU/8676
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Aansoeker Verwysingsnommer: L850-GS-mb-mp-310095S
Navrae: Gerhard Swart
Kontaknommer: 021 – 948 1545
E-pos adres: gerhard@udwc.co.za
Datum: 15 November 2018

GEREGISTREERDE POS

Cllr J Serdyn (Wyk 11)
Kwikstertlaan 9
Onderpapegaaiberg
Stellenbosch
7600

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BEE LEVEL 4

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Die Uwe



GERHARD SWART

Martin Botha

From: Martin Botha
Sent: Tuesday, 20 November 2018 14:10
To: Gerhard Swart
Subject: FW: DENNESIG DEVELOPMENT (310095S)

From: Janetta Giliomee [mailto:Janetta.Giliomee@stellenbosch.gov.za]
Sent: Tuesday, 20 November 2018 11:52
To: Martin Botha
Subject: RE: DENNESIG DEVELOPMENT (310095S)

Dankie, het reggekom

(netta

STELLENBOSCH

About Stellenbosch Municipality
Our mission is to deliver cost-effective services that will provide the most enabling environment for civil and corporate citizens.
Our head office is at Town House Complex, Plein Street, Stellenbosch, 7600, South Africa.
For more information about Stellenbosch Municipality, please call +2721-808-8111, or visit www.stellenbosch.gov.za

Disclaimer:
The information contained in this communication from janetta.giliomee@stellenbosch.gov.za sent at 2018-11-20 11:52:33 is confidential and may be legally privileged. It is intended solely for use by martin@udwc.co.za and others authorized to receive it. If you are not martin@udwc.co.za you are hereby notified that any disclosure, copying, distribution or taking action in reliance of the contents of this information is strictly prohibited and may be unlawful. Powered by Afrovation

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From: Martin Botha [mailto:Martin@udwc.co.za]
Sent: 20 November 2018 11:11 AM
To: Janetta Giliomee
Cc: Johanna Serdyn
(**ubject:** [EX] FW: DENNESIG DEVELOPMENT (310095S)

Hi Janetta,

Ek het die aansoek op Dropbox gelaai.

Bevestig asseblief ontvangs daarvan.

Groete

MARTIN BOTHA • TOWN PLANNER (Pr. Planner A/2518/2017)
URBAN DYNAMICS WESTERN CAPE (PTY) LTD • URBAN DYNAMICS SOUTH CAPE (PTY) LTD
TOWN AND REGIONAL PLANNERS

Tyger Valley Chambers Five, 27 Willie van Schoor Avenue, Bellville, 7530 • PO Box 2445, Bellville, 7535
Tel: (021) 948 1545 • Fax: (021) 948 1588 • Website: www.udwc.co.za

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From: Johanna Serdyn [mailto:Johannie.Serdyn@stellenbosch.gov.za]
Sent: Monday, 19 November 2018 15:43
To: Martin Botha
Subject: RE: DENNESIG DEVELOPMENT (310095S)

Goeiemiddag,

Kan ek asseblief vra dat u weer die aanhangsel stuur.

Kind regards,
Met vriendelike groete

Janetta Gillomee
Ward Administrator: 7, 8, 9, 11,
Strategic & Corporate Services

T: +27 21 808 8117
Email: Janetta. Gillomee@stellenbosch.gov.za
PMU Building, 35 Market Street
Stellenbosch 7600
www.stellenbosch.gov.za
www.facebook.com/stellenboschmunicipality
twitter.com/StelliMun

STELLENBOSCH

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Disclaimer:
The information contained in this communication from johannie.serdyn@stellenbosch.gov.za sent at 2018-11-19 15:42:58 is confidential and may be legally privileged. It is intended solely for use by martin@udwc.co.za and others authorized to receive it. If you are not martin@udwc.co.za you are hereby notified that any disclosure, copying, distribution or taking action in reliance of the contents of this information is strictly prohibited and may be unlawful. Powered by Afrovation

From: Martin Botha [mailto:Martin@udwc.co.za]
Sent: 19 November 2018 08:18 AM
To: Johanna Serdyn; Sanet Smith
Cc: Gerhard Swart
Subject: [EX] DENNESIG DEVELOPMENT (310095S)

Goeie dag Me Serdyn & Me Smith

Ons kantoor het 'n grondgebruiksaansoek ingedien vir die ontwikkeling van Erwe 143 – 145 & 166 – 170, Stellenbosch.

Daar word versoek dat 'n volle afskrif van die aansoek na u ge-epos word, vir kommentaar.

Die aansoek is ongelukkig te groot om per e-pos gestuur te word.

Ek sal die aansoek via 'We Transfer' stuur, vir die aflaai daarvan. Klik op die 'link' sodra dit deur kom.

Bevestig asseblief wanneer u die volle afskrif van die aansoek op 'We Transfer' ontvang.

Vriendelike groete

MARTIN BOTHA • TOWN PLANNER (Pr. Planner A/2518/2017)
URBAN DYNAMICS WESTERN CAPE (PTY) LTD • URBAN DYNAMICS SOUTH CAPE (PTY) LTD
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URBAN DYNAMICS south CAPE
TOWN & REGIONAL PLANNERS

Application Number: LU/8676
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Enquiries: Gerhard Swart
Contact No: 021 – 948 1545
Email address: gerhard@udwc.co.za
Date: 15 November 2018

REGISTERED MAIL
Department of Environmental Affairs and Development Planning
Private Bag X9086
Cape Town
8000

Attention: Mare-Liez Oosthuizen

APPLICATION FOR CONSOLIDATION, REZONING, PERMANENT DEPARTURES FROM THE STELLENBOSCH ZONING SCHEME REGULATIONS (1996), REMOVAL OF RESTRICTIVE TITLE DEED CONDITIONS, APPROVAL OF A SITE DEVELOPMENT PLAN AND LANDSCAPING MASTER PLAN: ERVEN 143 – 145 & 166 – 170, STELLENBOSCH, DENNESIG; HOFMAN AND PAUL KRUGER STREETS, STELLENBOSCH

1. The Stellenbosch Municipality has received an application for consolidation, rezoning, permanent departures from the Stellenbosch Zoning Scheme Regulations (1996), removal of restrictive title deed conditions, approval of a Site Development Plan and Landscaping Master Plan, applicable to Erven 143 – 145 & 166 – 170, Stellenbosch in terms of section 15 of the Stellenbosch Municipal Land Use Planning By-law. Attached please find a copy of the application.

2. Kindly provide your written comments on the application in terms of section 51(2) of the said legislation within **90 days** from the date of registration of this letter ***(the statutory 60 day commenting period has been extended to 90 days to take Council's recess period between 15 December 2018 and 15 January 2019 into account)***. Your comments should be addressed ***to the applicant*** in one of the following manners:

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Tel: +27(0)21 948-1545 / Fax: +27(0)21 948-1588
Email: erika@udwc.co.za Reg No: 1997/006197/07

Directors: W Herbert (Managing) (A/624/1990) * PL Olden (A/1162/2000) * GP Swart (A/1126/1999)*
Associate Director: PJ Lerm (A/163/2009)*
*Registered Professional Planners

BEE LEVEL 4

APPLICANT
Registered mail or normal mail
Urban Dynamics South Cape, PO Box 2445, Bellville, 7535
Or faxed to
021 948 1588
Or hand delivered to
Urban Dynamics South Cape, 2nd Floor, Tyger Valley Chambers Five, 27 Willie van Schoor Avenue, Bellville, 7530
Or e-mailed to
gerhard@udwc.co.za

3. Should no comments be received, it will be deemed that you have no comment.

Yours faithfully



GERHARD SWART

URBAN DYNAMICS South CAPE
TOWN & REGIONAL PLANNERS

Application Number: LU/8676
Our File Reference Number: Erf 143-145 & 166-170, Stellenbosch
Your Reference Number: L850-GS-mb-mp-310095S
Enquiries: Gerhard Swart
Contact No: 021 – 948 1545
Email address: gerhard@udwc.co.za
Date: 15 November 2018

REGISTERED MAIL
Department of Transport and Public Works
Deputy Director-General: Roads Infrastructure
PO Box 2603
Cape Town
8000

Sir/Madam

APPLICATION FOR CONSOLIDATION, REZONING, PERMANENT DEPARTURES FROM THE STELLENBOSCH ZONING SCHEME REGULATIONS (1996), REMOVAL OF RESTRICTIVE TITLE DEED CONDITIONS, APPROVAL OF A SITE DEVELOPMENT PLAN AND LANDSCAPING MASTER PLAN: ERVEN 143 – 145 & 166 – 170, STELLENBOSCH, DENNESIG; HOFMAN AND PAUL KRUGER STREETS, STELLENBOSCH

1. The Stellenbosch Municipality has received an application for consolidation, rezoning, permanent departures from the Stellenbosch Zoning Scheme Regulations (1996), removal of restrictive title deed conditions, approval of a Site Development Plan and Landscaping Master Plan, applicable to Erven 143 – 145 & 166 – 170, Stellenbosch in terms of section 15 of the Stellenbosch Municipal Land Use Planning By-law. Attached please find a copy of the application.

2. Kindly provide your written comments on the application in terms of section 51(2) of the said legislation within **90 days** from the date of registration of this letter ***(the statutory 60 day commenting period has been extended to 90 days to take Council's recess period between 15 December 2018 and 15 January 2019 into account)***. Your comments should be addressed ***to the applicant*** in one of the following manners:

Tyger Valley Chambers Five, 2nd Floor, 27 Willie van Schoor Avenue, Bellville 7535
PO Box 2445, Bellville 7535
Tel: +27(0)21 948-1545 / Fax: +27(0)21 948-1588
Email: erika@udwc.co.za Reg No: 1997/006197/07

Directors: W Herbert (Managing) (A/624/1990) * PL Olden (A/1162/2000) * GP Swart (A/1126/1999)*
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GERHARD SWART

URBAN DYNAMICS South CAPE
TOWN & REGIONAL PLANNERS

Application Number: LU/8676
Our File Reference Number: Erf 143-145 & 166-170, Stellenbosch
Your Reference Number: L850-GS-mb-mp-310095S
Enquiries: Gerhard Swart
Contact No: 021 – 948 1545
Email address: gerhard@udwc.co.za
Date: 15 November 2018

REGISTERED MAIL
Heritage Western Cape
Private Bag X9067
Cape Town
8000

Sir/Madam

APPLICATION FOR CONSOLIDATION, REZONING, PERMANENT DEPARTURES FROM THE STELLENBOSCH ZONING SCHEME REGULATIONS (1996), REMOVAL OF RESTRICTIVE TITLE DEED CONDITIONS, APPROVAL OF A SITE DEVELOPMENT PLAN AND LANDSCAPING MASTER PLAN: ERVEN 143 – 145 & 166 – 170, STELLENBOSCH, DENNESIG; HOFMAN AND PAUL KRUGER STREETS, STELLENBOSCH

1. The Stellenbosch Municipality has received an application for consolidation, rezoning, permanent departures from the Stellenbosch Zoning Scheme Regulations (1996), removal of restrictive title deed conditions, approval of a Site Development Plan and Landscaping Master Plan, applicable to Erven 143 – 145 & 166 – 170, Stellenbosch in terms of section 15 of the Stellenbosch Municipal Land Use Planning By-law. Attached please find a copy of the application.

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Or e-mailed to
gerhard@udwc.co.za

3. Should no comments be received, it will be deemed that you have no comment.

Yours faithfully



GERHARD SWART

Charges to pay
Koste verskuldig

..... c

Note: Demurrage at the applicable rate is payable Let wel: Lêgeld teen die toepaslike tarief is betaalbaar from: vanaf:	Final notice Finale kennisgewing

Please collect at: P.O.
Haal asseblief af by: ..... P.K.

This parcel will be returned to the sender if it is not collected within 30 days of the date of issue of the original delivery advice.
Hierdie pakket sal aan die afsender teruggestuur word as dit nie binne 30 dae na die uitreikingsdatum van die oorspronklike afleweringsadvies afgehaal is nie.

Date of receipt at office of delivery (date stamp)	Date of delivery (date stamp) and initials of delivery officer
Datum van ontvangs by kantoor van aflewering (datumstempel)	Datum van aflewering (datumstempel) en paraaf van afleweringsbeampte

Belville 7535 Post Office
08 ... 2015
Folio No. 6

The name and address of the sender and of the addressee must also appear on the parcel

Die naam en adres van die afsender en van die geadresseerde moet ook op die pakket voorkom

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0096832
Ordinary Inland
parcel post 0270
Gewone binnelandse
pakketpos

3100955
Post Office
Tax
R59.55

Office of origin
Kantoor van herkoms PE 920 731 729 ZA

To:
Aan: Urban Dynamics
2445

Contents:
Inhoud: .....

From:
Van: .....

Received by / Ontvang deur:

Delivery No.
Afleweringsno

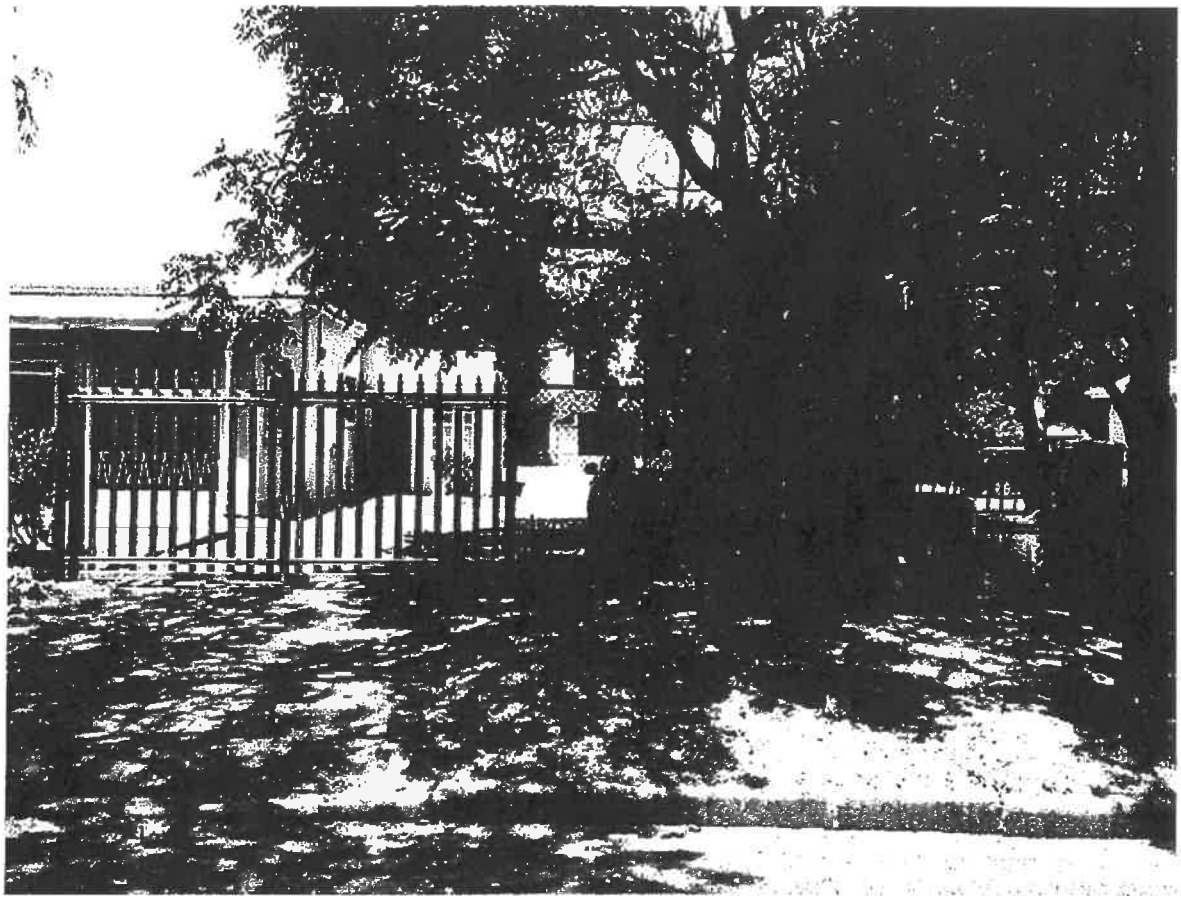
(Signature / Handtekening)

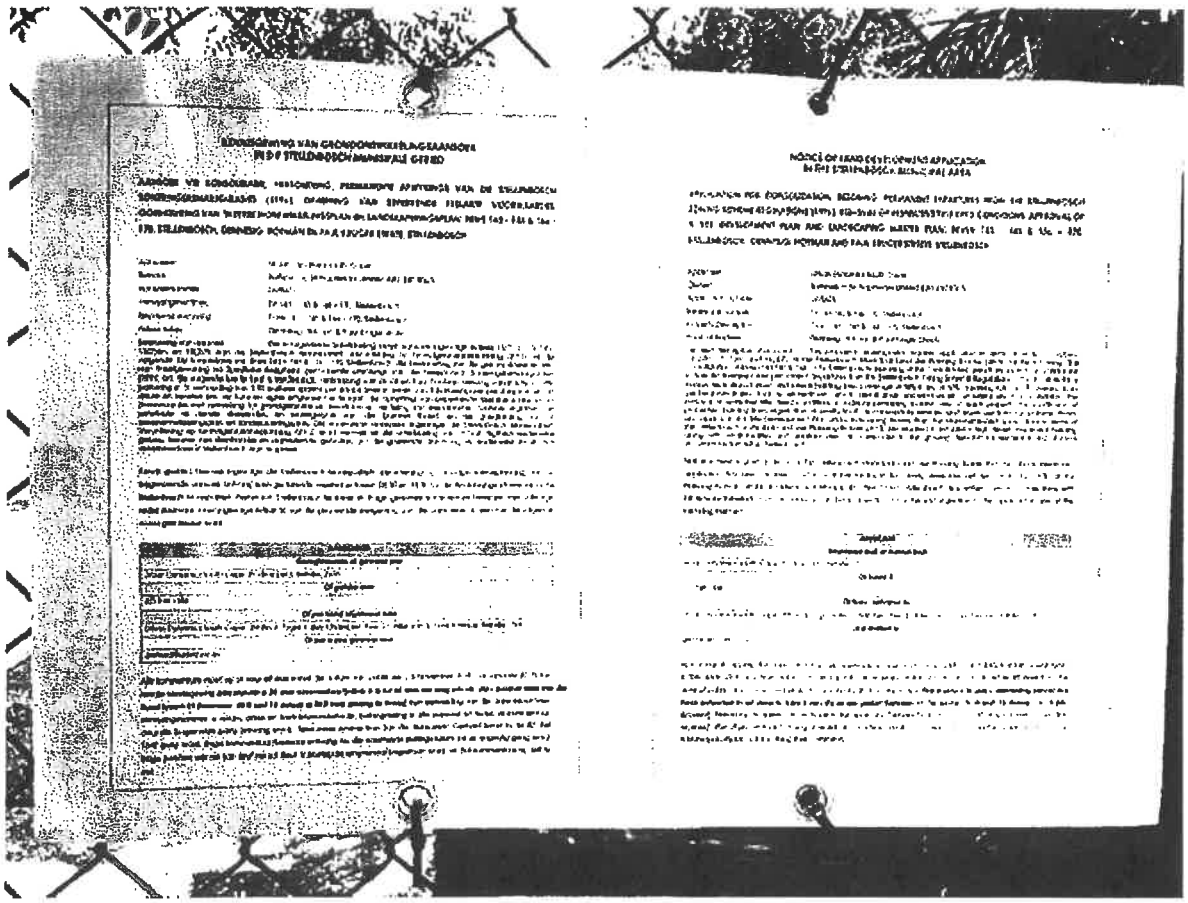
Proof of identity required / Bewys van identiteit benodig.
Identity No
Identiteitsno .....

701400

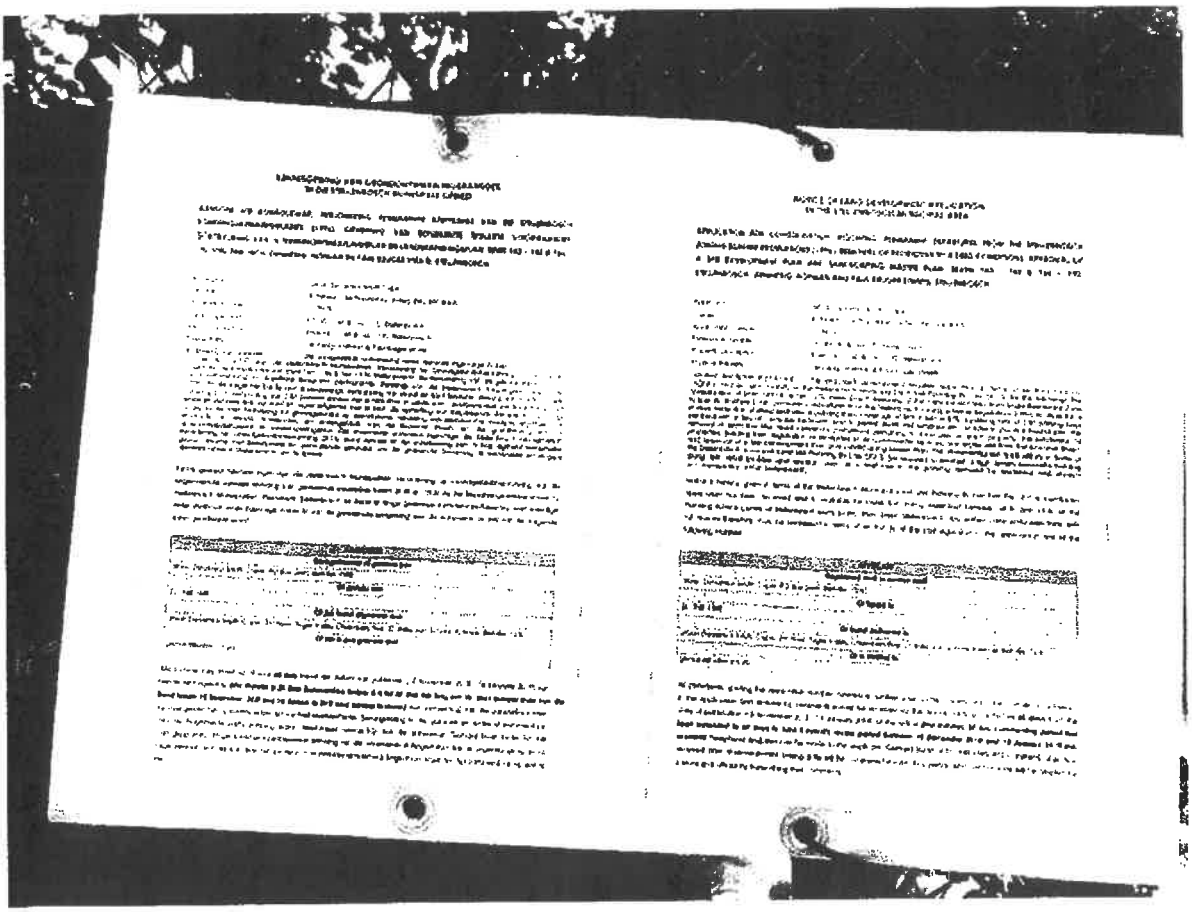
Parcels to be handed in at the counter
Do not use adhesive tape over this section

Pakkette moet by die toonbank ingelewer word
Moenie kleefband oor hierdie gedeelte gebruik nie

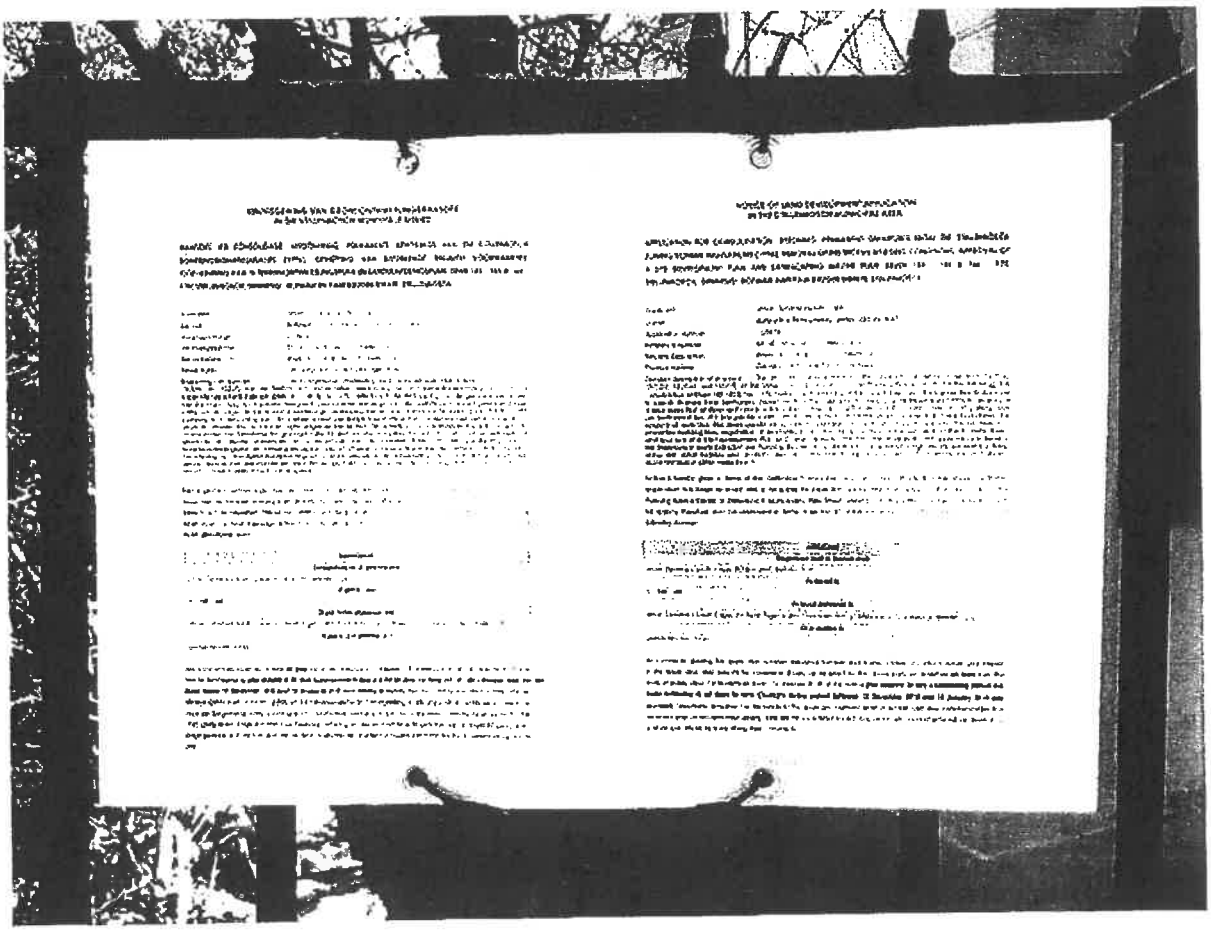




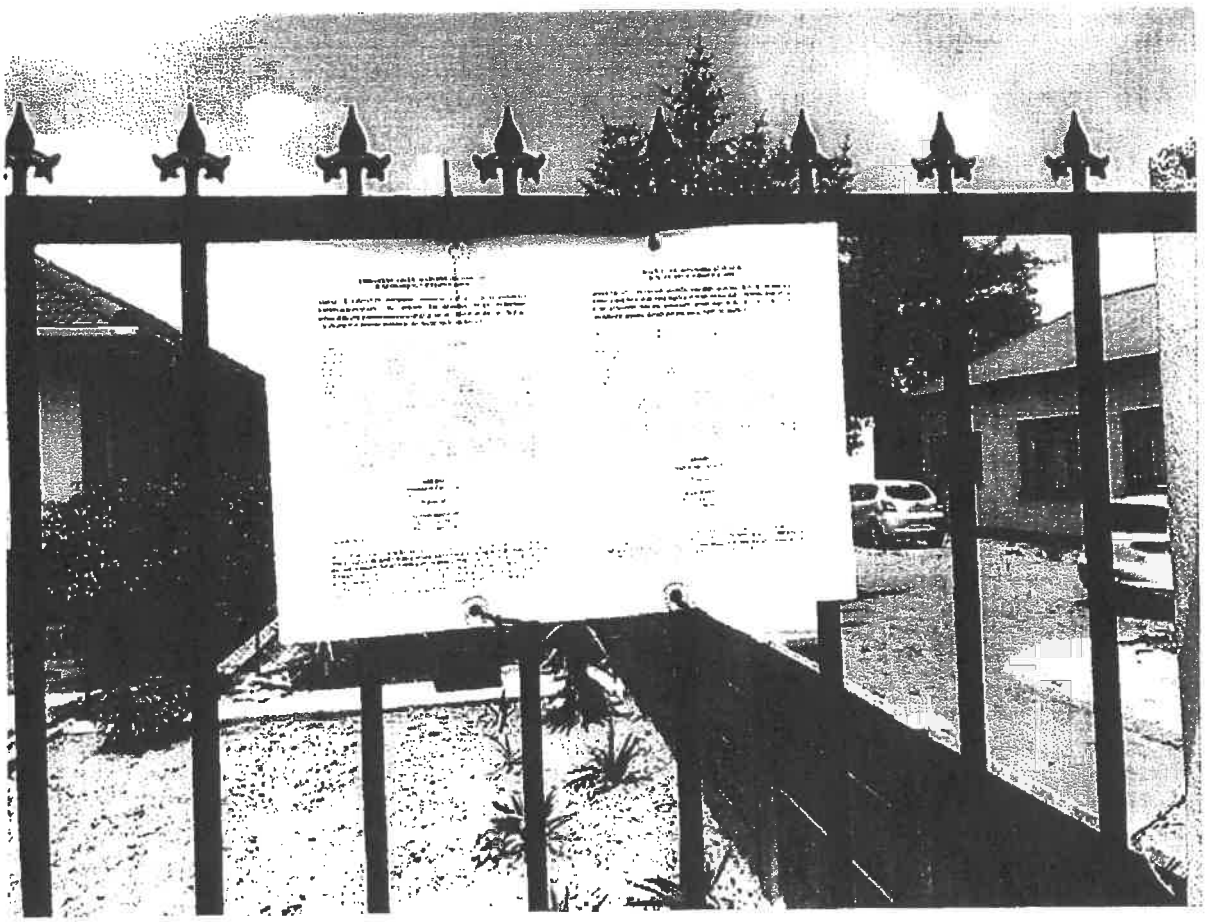












Western Cape Government
Environmental Affairs and Development Planning

Directorate: Development Management
(Region 1)

REFERENCE: 16/3/3/6/B4/45/1060/19
ENQUIRIES: Ms. Saa-rah Adams
DATE: 02-04-2019.

The Board of Directors
Urban Dynamics South Cape: Town and Regional Planners
P.O. Box 2445
BELLVILLE
7535

Attention: Mr. Gerhard Swart

Tel: 021 948 1545
Fax: 021 948 1588

Dear Sir

APPLICABILITY OF THE NATIONAL ENVIRONMENTAL MANAGEMENT ACT, 1998 (ACT 107 OF 1998) ("NEMA") ENVIRONMENTAL IMPACT ASSESSMENT REGULATIONS, 2014 (AS AMENDED) WITH RESPECT TO THE PROPOSED APPLICATION FOR CONSOLIDATION, REZONING, PERMANENT DEPARTURES AND REMOVAL OF TITLE DEED RESTRICTIONS ON ERVEN 143- 145 AND 166- 170, STELLENBOSCH

1. The document and letter dated 15 November 2018, received by the Department on 26 February 2019, and the Department's correspondence dated 8 March 2019, refer.

2. Following the review of the information submitted to this Department, it is noted that:

   2.1. The proposal entails the development of a six-storey high density residential building for student accommodation purposes, mixed with ancillary and business uses on Erven 143-145 and 166- 170, Stellenbosch.

   2.2. The site is located within an urban area in an area zoned Single Residential Zone 1 with no environmental features of a sensitive nature on site.

3. On 7 April 2017 the Minister of Environmental Affairs promulgated amendments to the regulations in terms of Chapter 5 of the National Environmental Management Act, 1998 (Act No. 107 of 1998) ("NEMA"), viz, the Environmental Impact Assessment ("EIA") Regulations,2014 and Listing Notices 1, 2 and 3. These regulations came into effect on 7 April 2017.

4. In light of the above, your attention is drawn to the listed activities in terms of the NEMA EIA Regulations, 2014 (as amended) as defined in Listing Notices 1, 2 and 3. Please be advised that the proposed consolidation, rezoning, permanent departures and removal of title deed restrictions, does not constitute any listed activities in terms of the NEMA EIA Regulations, 2014

6th Floor, 1 Dorp Street, Cape Town, 8001
Tel: +27 21 483 0773 Fax: +27 21 483 0773
Email: Saa-rah.Adams@westerncape.gov.za

Private Bag X9086, Cape Town, 8000
www.westerncape.gov.za/eadp

(as amended), as the proposed development falls within an urban area and no indigenous vegetation will be cleared as a result thereof. Environmental authorisation is therefore not required from this Department prior to the development thereof.

5. Please note that should any revision of the proposed development constitute a listed activity(ies) in terms of the NEMA EIA Regulations, 2014 (as amended) as defined in Listing Notices 1, 2 and/or 3, an application must be submitted and environmental authorisation obtained before such activity(ies) may commence.

6. The applicant is reminded of his/her general duty of care and the remediation of environmental damage, Section 28(1) of NEMA specifically states that – *"Every person who causes, has caused or may cause significant pollution or degradation of the environment must take reasonable measures to prevent such pollution or degradation from occurring, continuing or recurring, or, in so far as such harm to the environment is authorised by law or cannot reasonably be avoided or stopped, to minimise and rectify such pollution or degradation of the environment."*

7. Please note that the applicant must comply with any other statutory requirements that may be applicable to the undertaking of the activity.

8. Your interest in the future of our environment is greatly appreciated.

9. This Department reserves the right to revise or withdraw any comments or request further information from you based on any information received.

Yours faithfully

HEAD OF COMPONENT
ENVIRONMENTAL IMPACT MANAGEMENT SERVICES: REGION 1
DEPARTMENT OF ENVIRONMENTAL AFFAIRS AND DEVELOPMENT PLANNING

Cc: (1) S. van der Merwe (Stellenbosch Municipality) Fax: 021 886 6899

INTERDEPARTMENTAL CIRCULATION FORM

LêER VERW/ FILE REF	**Erf 143- 145 & 166 & 170, Stellenbosch**	**DATE:** 13 November 2018
AANSOEKNOMMER/APPLICATION NUMBER		**LU/8676**
MEMO AAN/ TO :		
	Director : Traffic Engineer / Engineering Services	
X	Manager : Electrical Department	Elect 1748.
	Manager : Building Development Management	
	Manager : Fire Services	
	Manager: Spatial Planning / Heritage / Environment / Signage	
	Manager: Health Department (Winelands Health)	
	Manager: Community Services: **Albert Van Der Merwe**	
	Manager: Property Management (**P Smit**)	26 Nov 18
	Chief Financial Officer	
	Manager: Local Economic Development	

PLANNING AND ENVIRONMENT
15 FEB 2019

FILE NR:

SCAN NR: E 143-145, 166 & 170

COLLABORATOR NR:

Application	a)The **consolidation**, in terms of Section 15(2)(e) of the Stellenbosch Municipal Land Use Planning By-Law(2015), of the following properties, to create Area A (± 8 383 m²): • Erf 143 Stellenbosch • Erf 144 Stellenbosch • Erf 145 Stellenbosch • Erf 166 Stellenbosch • Erf 167 Stellenbosch • Erf 168 Stellenbosch • Erf 169 Stellenbosch • Erf 170 Stellenbosch b) The **rezoning** of Area A, in terms of Section 15(2)(a) of the Stellenbosch Municipal Land Use Planning By-Law (2015), from Single Residential Zone to Specific Business Zone; c) A **permanent departure**, in terms of Section 15(2)(b) of the Stellenbosch Municipal Land Use Planning By-Law (2015), pertaining to the provisions of Section 10.5.3.(e) of the Stellenbosch Zoning Scheme Regulations (1996), to permit a building of 6 storeys, in lieu of 3 storeys, for residential units within a General Business zone. d) A **permanent departure**, in terms of Section 15(2)(b) of the the Stellenbosch Municipal Land Use Planning By-Law (2015), pertaining to the provisions of Section 10.4.3.(a) of the Stellenbosch Zoning Scheme (1996), for the relaxation of building lines, as follows: • Street building lines (Dennesig and Paul Kruger Roads) from 7.6m to 4.9m for residential uses on ground floor. • Street building lines (Dennesig, Paul Kruger and Hofman Roads) from 7.6m to 3.5m for residential uses on the first to fourth floors. • Street building lines (Dennesig, Paul Kruger and Hofman Roads) from 7.6m to 4.9m for residential uses on the fifth floor. • Street building line (at the corner of Hofman Road and Dennesig Road) from 7.6m to 2.854m to accommodate residential units on the first to fourth floors. • Lateral building lines (adjacent to Erven 142 and 146, Stellenbosch) from 4.6m to 4.5m for residential uses. • Lateral building line (adjacent to Erf 165 Stellenbosch) of 0m to accommodate a refuse area on ground floor. • Street building line (Dennesig Road) of 0m to accommodate a refuse area and electrical substation on ground floor. • Lateral building line (Erf 146 Stellenbosch) of 2.3m to accommodate a security room on ground floor. • Street building line (Dennesig Road) of 2.1m to accommodate a canopy overhang along the main pedestrian entrance. • Street building line (Hofman Road) of 1.26m to accommodate a canopy overhang along the secondary pedestrian entrance. e) A **permanent departure**, in terms of Section 15(2)(b) of the the Stellenbosch Municipal Land Use Planning By-Law (2015), pertaining to the provisions of Section 10.5.3.(b) of the Stellenbosch Zoning Scheme Regulations (1996), to permit coverage of 58% in lieu of the 50%, for residential uses above the ground storey. f) A **permanent departure**, in terms of Section 15(2)(b) of the the Stellenbosch Municipal Land Use Planning By-Law (2015), pertaining to the provisions of Section 10.4.3.(h)(i) of the Stellenbosch Zoning Scheme Regulations (1996), to permit a parking ratio of 0.85 parking bays per bedroom, in lieu of 1 parking bay per bedroom. g) A **permanent departure**, in terms of Section 15(2)(b) of the Stellenbosch Municipal Land Use Planning By-Law (2015), pertaining to the provisions of Section 10.5.3.(c) of the Stellenbosch Zoning Scheme Regulations (1996), to permit doors, windows, etc. on lateral or rear boundaries. h) The **removal of restrictive title deed conditions**, in terms of Section 15(2)(f) of the Stellenbosch Municipal Land Use Planning By-Law (2015), as follows: • Property Description Title Deed Removal Condition No. Summary of Condition **Erf 143** Stellenbosch T42945/2004 B(a) Use of water from the Kromme River is not permitted. • B(c) No liquor store or canteen are to be erected. Nor shall any hotel, butcher, general or other businesses of a likewise nature, be operated on the property.

- C(a) That the property be utilised for residential purposes only.
- C(b) That the property may not be subdivided.
- C(c) That not more than one dwelling house be erected on the property, and that not more than one third of the area be built upon.
- C(d) No building be erected within 5,67 m of the street boundary. D(3) Registration of a servitude to accommodate sewer pipelines, as required by the Municipality.

Erf 144 Stellenbosch T16264/2007 &T9837/2002 B(I)(a) Use of water from the Kromme River is not permitted.

B(I)(b) No liquor store or canteen are to be erected. Nor shall any hotel, butcher, general or other businesses of a likewise nature, be operated on the property.

B(II)(a) That the property will be utilised for residential purposes only.
B(II)(b) That the property may not be subdivided.
B(II)(c) That not more than one dwelling house be erected on the property, and that not more than one half of the area be built upon.
B(II)(d) No building be erected within 5,67 m of the street boundary.
B(III)(3) Registration of a servitude to accommodate sewer pipelines, as required by the Municipality.
Clause IV All subsequent title owners to be subjected to Condition B(I)(b).
Clause V All subsequent title owners to be subjected to conditions pertaining to relevant business operations.

Erf 145 Stellenbosch T73636/2006 B(a) Use of water from the Kromme River is not permitted.

B(b) No liquor store or canteen are to be erected. Nor shall any hotel, butcher, general or other businesses of a likewise nature, be operated on the property.
C(a) That the property will be utilised for residential purposes only.
C(b) That the property may not be subdivided.
C(c) That not more than one dwelling house be erected on the property, and that not more than one half of the area be built upon.
C(d) No building shall be erected within a distance of 18 feet from any boundary of the said erf.

D(3) Registration of a servitude to accommodate sewer pipelines, as required by the Municipality.

Erf 166 Stellenbosch T4031/1990 B(1) Use of water from the Kromme River is not permitted.
B(2) No canteen nor any hotel, butcher, general or other businesses of a likewise nature, be erected on the property.
C(b) That the property will be utilised for residential purposes only.
C(c) That the property may not be subdivided.
C(d) That not more than one dwelling house be erected on the property, and that not more than one third of the area be built upon.
C(e) No building be erected within 3,15 m of the street boundary.

Erf 167 Stellenbosch T65369/2010 B(1) Use of water from the Kromme River is not permitted.
B(3) No liquor store or canteen are to be erected. Nor shall any hotel, butcher, general or other businesses of a likewise nature, be operated on the property.
C(b) That the property will be utilised for residential purposes only.
C(c) That the property may not be subdivided.
C(d) That not more than one dwelling house be erected on the property, and that not more than one third of the area be built upon.
C(f) No building be erected within 3,15 m of the street boundary.

Erf 168 Stellenbosch T2509/2017 B(1) Use of water from the Kromme River is not permitted. B(3) No liquor store or canteen are to be erected. Nor shall any hotel, butcher, general or other businesses of a likewise nature, be operated on the property.
C(b) That the property will be utilised for residential purposes only.

	C(c) That the property may not be subdivided. C(d) That not more than one dwelling house be erected on the property, and that not more than one third of the area be built upon. C(f) No building be erected within 3,15 m of the street boundary. **Erf 169** Stellenbosch T15201/1959 A(1) Use of water from the Kromme River is not permitted. A(3) No liquor store or canteen are to be erected. Nor shall any hotel, butcher, general or other businesses of a likewise nature, be operated on the property. B(b) That the property will be utilised for residential purposes only. B(c) That the property may not be subdivided. B(d) That not more than one dwelling house be erected on the property, and that not more than one third of the area be built upon. B(f) No building be erected within 10 feet of the street boundary. C(3) Registration of a servitude to accommodate sewer pipelines, as required by the Municipality. **Erf 170** Stellenbosch T98235/2000 B(1) Use of water from the Kromme River is not permitted. B(3) No liquor store or canteen are to be erected. Nor shall any hotel, butcher, general or other businesses of a likewise nature, be operated on the property. C(b) That the property will be utilised for residential purposes only. C(c) That the property may not be subdivided. C(d) That not more than one third of the area be built upon. C(f) No building be erected within 3,15 m of the street boundary. i) The **approval of a Site Development Plan**, including a landscaping master plan.
Adres / Address	Dennesig & Hoffman Street, Stellenbosch
Aansoek Datum Application Date	22 October 2018
Aansoeker Applicant	Gerhard Swart (Urban Dynamics Western Cape)

Aangeheg vind u tersaaklike dokumentasie in verband met bogenoemde aansoek. Ten einde my in staat te stel om die aansoek aan die besluitnemingsowerheid vir oorweging voor te lê, word u versoek om my skriftelik van u kommentaar, indien enige, te voorsien. Onderskei asseblief tussen algemene kommentaar op die meriete van die aansoek en enige voorwaardes wat u departement wil oplê indien die aansoek goedgekeur word.

Attached please find the relevant documentation regarding the abovementioned application. Kindly furnish me with your written comment, if any, in order to enable me to submit the application to the decision making authority for consideration. Please differentiate between general comment on the merits of the application and any conditions that your department wishes to impose should the application be approved.

Geliewe die memorandum per hand aan my terug te besorg voor of op:
Please hand deliver the memorandum to me on or before : **18 January 2019**

B Mdoda
For DIRECTOR: PLANNING AND ECONOMIC DEVELOPMENT

ALGEMENE KOMMENTAAR / GENERAL COMMENT:

.....
.....
.....
.....

VOORWAARDES/CONDITIONS:

.....
.....
.....

..... **HANDTEKENING / SIGNATURE**	28/1/2019 **DATUM / DATE**

ELETRICITY SERVICES: CONDITIONS OF APPROVAL
Erf 143-145 & 166-170

1. Development Bulk Levy Contributions are payable

2. **The electrical consulting engineer responsible for the development shall schedule an appointment with Manager Electricity Services (Engineering Services) before commencing with the construction of the development. As well as to discuss new power requirements if required.**

3. The development's specifications must be submitted to Stellenbosch Municipality (Engineering Services) for approval. i.e.
   a) The design of the electrical distribution system
   b) The location of substations(s) and related equipment.

4. A separate distribution board/s shall be provided for municipal switchgear and metering. (Shall be accessible & lockable). Pre-paid metering systems shall be installed in domestic dwellings.

5. 24-hour access to the location of the substation, metering panel and main distribution board is required by Technical Services. (On street boundary)

6. Appropriate caution shall be taken during construction, to prevent damage to existing service cables and electrical equipment in the vicinity, should damage occur, the applicant will be liable for the cost involved for repairing damages.

7. On completion of the development, Stellenbosch Municipality (Technical Services) together with the electrical consulting engineer and electrical contractor will conduct a take-over inspection.

8. No electricity supply will be switched on (energised) if the Development contributions, take-over Inspection and Certificate(s) of Compliance are outstanding.

9. All new developments and upgrades of supplies to existing projects are subject to **SANS 10400-XA** energy savings and efficiency implementations such as:
   - Solar water Heating or Heat Pumps in Dwellings
   - Energy efficient lighting systems
   - Roof insulation with right R-value calculations .
   - In large building developments;
   -Control Air condition equipment tied to alternative efficiency systems
   -Preheat at least 50% of hotwater with alternative energy saving sources
   -All hot water pipes to be clad with insulation with R-value of 1
   -Provide a professional engineer's certificate to proof that energy saving measures is not feasible.

Signature

28/1/2019
Date

Martin Botha

From: Maryke Truter on behalf of Gerhard Swart
Sent: Monday, 03 December 2018 14:15
To: Martin Botha; Manie Papenfus
Subject: FW: L850-GS-mp-mp-310095s

Importance: High

From: Neil Uys [mailto:neiluys@axxess.co.za]
Sent: 03 December 2018 02:06 PM
To: Gerhard Swart
Subject: L850-GS-mp-mp-310095s

Urban Dynamics South Cape,
Town and Regional Planners

Aandag mnr Gerhard Swart

Beswaar teen hersonering erwe 143-145 & 166-170

Met die skrywe teken ek beswaar aan vir die oorskryding van die bestaande hoogte beperking na 6 verdiepings plus die oorskryding van dekking, moet 50% bly en parkering per slaapkamer moet 1 parkeerspasie wees.

Die uwe

C J Uys

Eenheid 2
Moltenopark No1
Stellenbosch

Virus-free. www.avast.com

LETTER OF CONSENT

APPLICATION FOR CONSOLIDATION, REZONING, PERMANENT DEPARTURES FROM THE STELLENBOSCH ZONING SCHEME REGULATIONS (1996), REMOVAL OF RESTRICTIVE TITLE DEED CONDITIONS, APPROVAL OF A SITE DEVELOPMENT PLAN AND LANDSCAPING MASTER PLAN: ERVEN 143 – 145 & 166 – 170, STELLENBOSCH, DENNESIG; HOFMAN AND PAUL KRUGER STREETS, STELLENBOSCH

I, CORNELIS JANSE VAN ..... who submitted a letter of objection, confirm that I have met/ discussed with the applicant and/ or his appointee the *APPLICATION FOR CONSOLIDATION, REZONING, PERMANENT DEPARTURES FROM THE STELLENBOSCH ZONING SCHEME REGULATIONS (1996), REMOVAL OF RESTRICTIVE TITLE DEED CONDITIONS, APPROVAL OF A SITE DEVELOPMENT PLAN AND LANDSCAPING MASTER PLAN: ERVEN 143 – 145 & 166 – 170, STELLENBOSCH, DENNESIG; HOFMAN AND PAUL KRUGER STREETS, STELLENBOSCH.*

I hereby confirm that I have no objection against the proposal. Further, I also undertake not to exercise my right of appeal in terms of Municipal Systems Act, 2000 (Act 32 of 2000) or the Stellenbosch Municipal Land Use Planning By-law (2015).

SIGNED _____ DATE _____

SIGNED _____ DATE 30 MAART 2019

WITNESS _____

Martin Botha

From: Maryke Truter on behalf of Gerhard Swart
Sent: Monday, 14 January 2019 08:03
To: Martin Botha
Subject: FW: Objection: Application number: LU/8676

From: Kim Clarke [mailto:kclarke@afrihost.co.za]
Sent: 12 January 2019 11:39 AM
To: Gerhard Swart
Subject: Objection: Application number: LU/8676

Attention: Gerhard Swart

Application number: LU/8676

File reference number: Erf 143-145 &166-170, Stellenbosch

Name: Dr Kim Clarke

Stellenbosch property: owner 9 Akkerhof (Bird Street) and 13 Eikenbosch (Karee Street)

Contact Details: kclarke@afrihost.co.za

Objection: The above application pertains to a proposed large residential/commercial development complex in Stellenbosch. This objection concerns the request by the applicant for the removal of restrictive title deed conditions pertaining to water usage from the Kromme River.

The critical water shortages and water restrictions increasingly experienced in the Western Cape, including Stellenbosch, are well documented. I therefore object to the relaxation or removal of restrictions from the title deed for water usage, unless a full environmental assessment provides evidence that this will not adversely affect water availability in Stellenbosch and elsewhere.

Kindly inform receipt of this email. Thank you.

****

Dr Kim G Clarke
PhD MScEng BScEng MIChemE PrEng
Bioprocess Engineering Consultant

https://www.linkedin.com/in/kim-g-clarke

office +27 21 794 5904
mobile +27 64 900 5445
email kclarke@afrihost.co.za

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LETTER OF CONSENT

APPLICATION FOR CONSOLIDATION, REZONING, PERMANENT DEPARTURES FROM THE STELLENBOSCH ZONING SCHEME REGULATIONS (1996), REMOVAL OF RESTRICTIVE TITLE DEED CONDITIONS, APPROVAL OF A SITE DEVELOPMENT PLAN AND LANDSCAPING MASTER PLAN: ERVEN 143 – 145 & 166 – 170, STELLENBOSCH, DENNESIG; HOFMAN AND PAUL KRUGER STREETS, STELLENBOSCH

I, .Kim Clarke....., who submitted a letter of objection, confirm that I have met/ discussed with the applicant and/ or his appointee the *APPLICATION FOR CONSOLIDATION, REZONING, PERMANENT DEPARTURES FROM THE STELLENBOSCH ZONING SCHEME REGULATIONS (1996), REMOVAL OF RESTRICTIVE TITLE DEED CONDITIONS, APPROVAL OF A SITE DEVELOPMENT PLAN AND LANDSCAPING MASTER PLAN: ERVEN 143 – 145 & 166 – 170, STELLENBOSCH, DENNESIG; HOFMAN AND PAUL KRUGER STREETS, STELLENBOSCH.*

I hereby confirm that I have no objection against the proposal, on condition that title deed restrictions pertaining to no water usage from the Kromme River, not be removed.

Further, I also undertake not to exercise my right of appeal in terms of Municipal Systems Act, 2000 (Act 32 of 2000) or the Stellenbosch Municipal Land Use Planning By-law (2015).

KG Clarke
SIGNED

13/02/2019
DATE

SIGNED

DATE

WITNESS

Stellenbosch Roman Catholic Church

St Nicholas' Church/ St Mark's Church/ All Saints' Church

Parish Priest: Fr Wim Lindeque

16 Paul Kruger Street

7600 STELLENBOSCH

Tel (021) 887-5979/084 714 7817

frwim@stellenboschcatholic.org.za

2019-01-15

Objection to the proposed development (Phases 1 and 2) of Erven 143-145,166-170, Paul Kruger Street and Dennesig Street (9,11,13,17,19,21 and 23 Paul Kruger Street and 12, 14, 16, 18, 20, 24,26 and 28 Dennesig Street)

Application Number LU/8676

Reference Number L850-GS-mb-mp-31009S

Mr Gerhard Swart, Urban Dynamics South Cape Town and Regional Planners.

Dear Mr Swart

We, the Catholic Community of St Nicholas' Church, Stellenbosch, object in the strongest possible terms to the proposed developments on the properties listed above. To begin with, we are puzzled about why we were never contacted about a development that will so drastically alter the shape and utility of our whole neighbourhood.

There is no doubt in our minds that we will be impacted dramatically and extremely disadvantageously by the plans outlined in your Executive summary.

As the owners and occupants of the Kromme Rivier homestead and cellar, classified as Grade II National Monuments, and as a multicultural religious community that have preserved and maintained these historic and irreplaceable buildings at great cost for almost nearly 90 years, our objections are as follows:

1. If these developments are allowed to proceed, the character and the natural and social ecology of Paul Kruger Street will be dramatically changed by the proposed development which your clients plan for the corner of Paul Kruger and Hoffman, as well as at least three other multi-storey developments planned for Paul Kruger Street. The road infrastructure between Merriman, Molteno, Bird and Adam Tas Streets certainly be overburdened by the large numbers of cars these developments will bring

to the area. A detailed traffic analysis should be done to study the effects of this influx. Such a study should include what will happen during services in the church when many of our parishioners need to park along Paul Kruger Street. This will impact greatly on especially older Catholics who will find it difficult to park further away and walk to Holy Mass. It will also make funerals and weddings difficult for those who wish to attend.

2. The proposed developments will interfere with our Constitutional right to practice our religious beliefs by bringing noise and traffic into the street and thus disrupting our devotions. Funerals and weddings take place not only inside the buildings where there might be some protection against the noise from a six-floor building with mainly students as tenants, but also use the outside space which will be severely compromised by the demolition of the existing houses and the erection of a large block of flats. The serenity of the werf area and the lane of trees is specifically mentioned in the Stellenbosch Municipality Heritage Survey and Management Plan. This has been a space for prayer and celebrations for almost ninety years. I have attached some photographs of the space and of our parishioners using that space.
3. The religious usage of the site has not been taken into account at all in the proposed development. This property was a very rare multi-racial space throughout the apartheid era and continues to be a place where Catholics from all areas of Stellenbosch come to pray and socialise. There was a swimming pool on the property from the 1950's until the 1980's and this was accessible to people of colour, especially children who had no other possibilities. For a number of years Father Albert Nolan OP, a highly regarded author, activist and theologian, resided in the presbytery (then St Nicholas' priory). People of colour were forcibly removed from the area around St Nicholas', but many of them continued to come here for their devotions, despite long distances and transport problems. Catholicism was banned in South Africa from the initial Dutch colonisation until 1818, when the proscription was slightly relaxed and only by the mid-19th century were Catholics actually free to practice their faith here. During the apartheid years, the phrase "die Roomse Gevaar" was formulated at Stellenbosch University to describe the opposition to racism that the Catholic Church represented. We are very proud of this heritage and continue to be an integrated community in a society that is still very often divided along racial, economic and cultural lines. The signatories of the petition attached live in many different parts of our town, but this is their spiritual home.
4. The history of our community is reflected in our present activities on the premises. The planned development will interfere with and may even stop our ability to pray, celebrate, meditate, live and work here. We were never approached by any person or group to find out how we use the property and how a development around us would influence us.

In order to make clear the impact of the demolition and the planned building of a six story, 508 apartment block on our activities, please allow me to describe our weekly programme and the groups who utilize the premises.

Mondays: Choir practice in the evening at 19:00 in the church, Narcotics Anonymous use the presbytery for their weekly meeting from 18:30 until 20:00. Tuesdays: Office hours from 09:00 until 14:00, people arrive for counselling, funeral arrangements, enquiries etc throughout the day. Holy Mass at 17:30, Adult Instruction at 18:15, often meetings at 19:00. Wednesdays: Continual prayer and meditation in silence from 08:00 until 18:00, office hours as above. Thursdays: office hours as above,

Fridays: office hours as above, Holy Mass at 17:30, Saturdays: Confessions from 09:00 to 10:00, often funerals in the morning and weddings during the afternoon (last year we had 28 weddings at St Nicholas', mainly during the warmer months), Sundays: Holy Mass at 08:00 (08:30 during the winter months), catechism classes for children 09:15 to 10:15, Holy Mass in isiXhosa at 12:00 once a month, Holy Mass in the Nigerian languages at 12:00 once a month, Holy Mass at 18:30 for the Catholic student community (during term time). Two priests reside on the property and their lives will be affected by the increase in noise and traffic from the planned developments. Over three hundred of our parishioners have signed a petition against the developments. They live in various parts of Stellenbosch, but consider St Nicholas' church as their spiritual home, in many cases for several generations.

It is impossible to overstate the impact that a large block of flats across the road from us and down the road from us will have on our religious community, our enjoyment and use of this very special property. The Catholic Church has taken its role as steward of these historic buildings very seriously, often at great expense. Last year the two buildings were re-thatched at a cost of nearly R900 000,00. The planned development could lead to this community having to abandon the premises if using them for religious purposes becomes too difficult, something which would, of course, suit the developers very well.

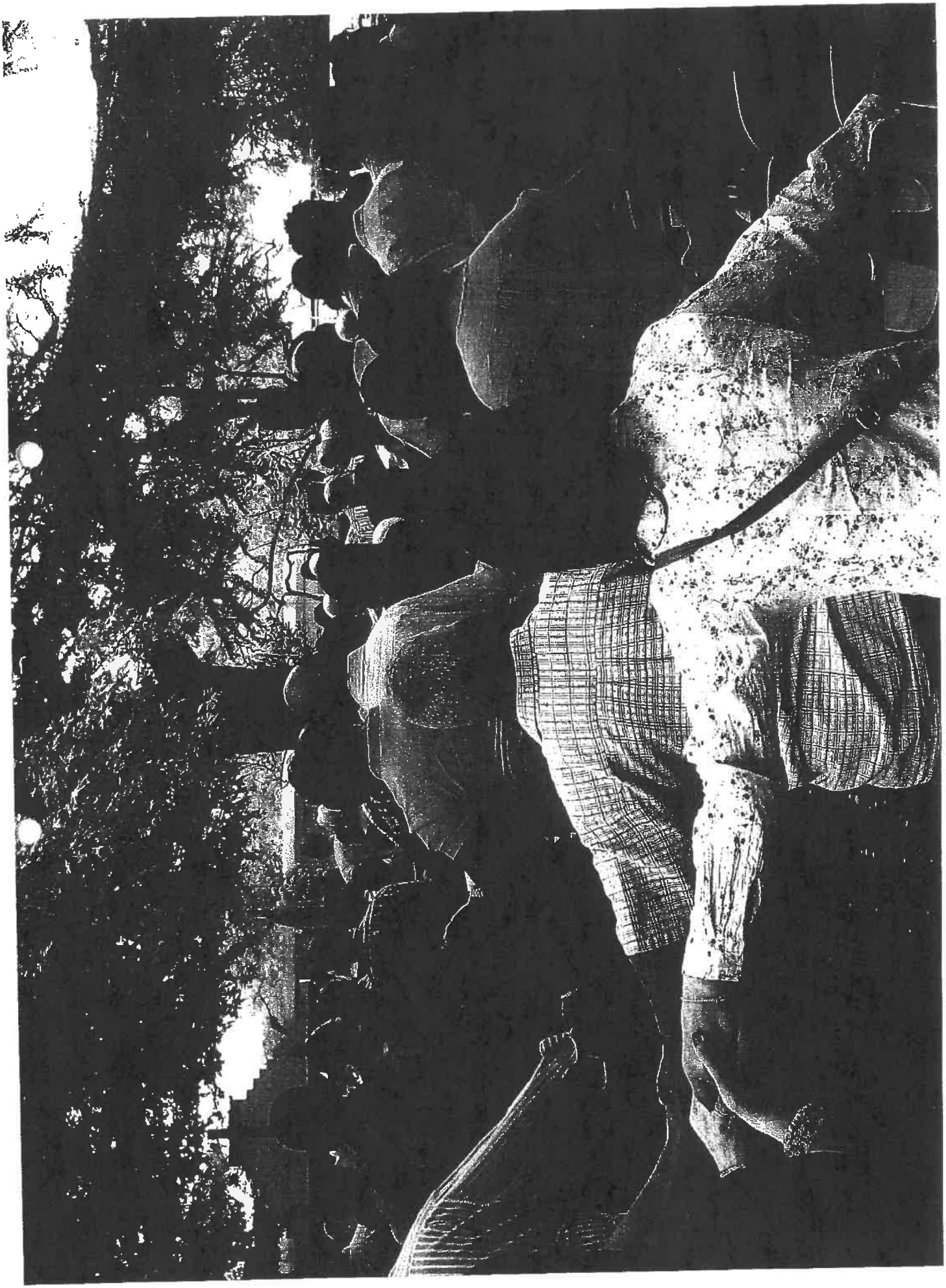
The history of these buildings and of our Catholic community are very precious to us and we feel that this heritage needs to be protected and preserved. We are well aware of the need for housing in Stellenbosch, especially for young families and we support the idea of the densification. This process needs to happen in a structured and well-planned manner and should not be allowed to destroy the character and ecology of our street and environs as has already happened to Dennesig Street.

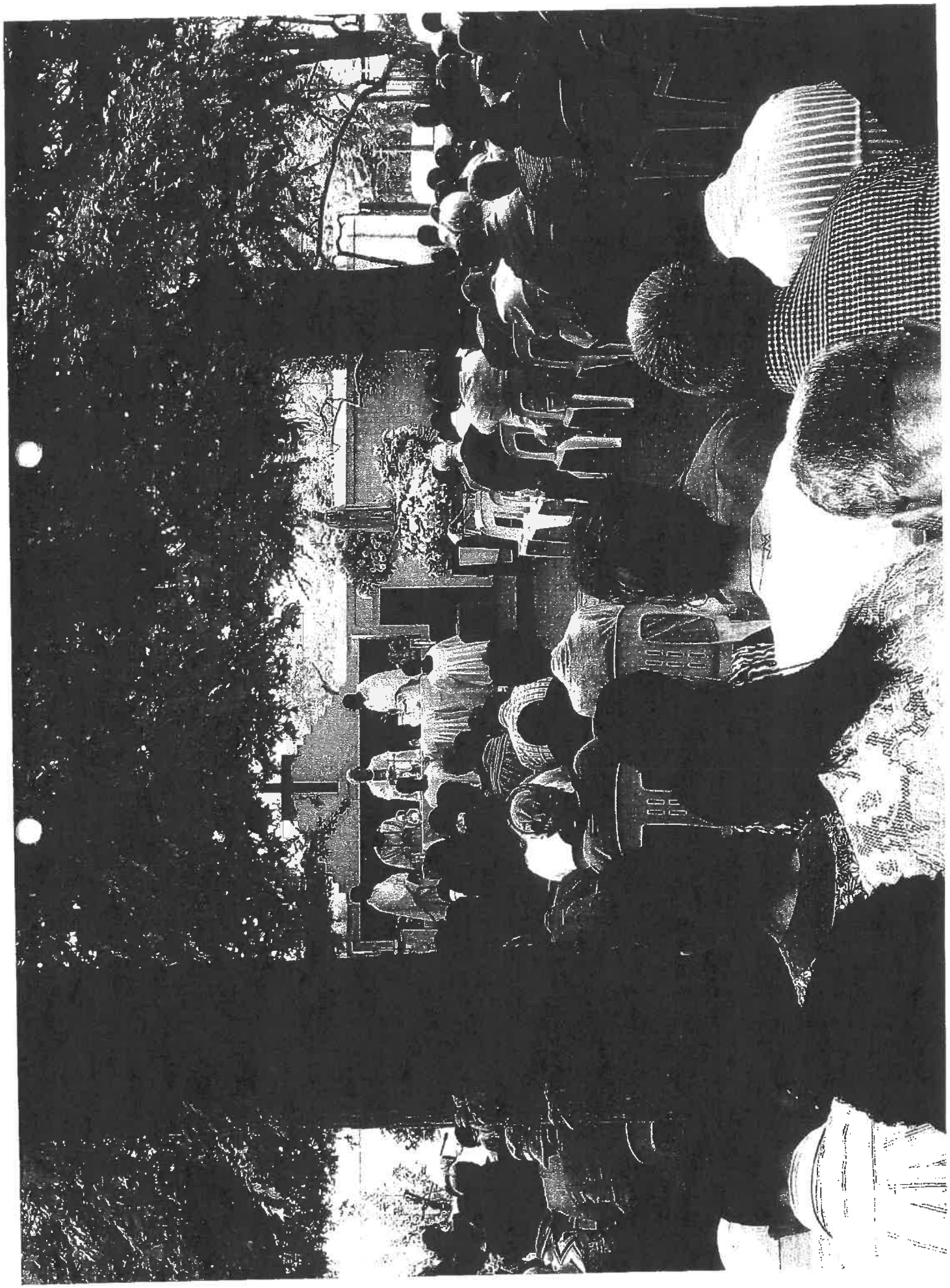
The Archbishop of Cape Town, Stephen Brislin, whom I represent in Stellenbosch, is deeply concerned about these developments and fully supports these objections.

With concern,

Reverend Father Wim Lindeque

Parish Priest





MEMORANDUM OF UNDERTAKING BETWEEN BUFFSHELFCO 54 (PTY) (LTD)
AND STELLENBOSCH ROMAN CATHOLIC CHURCH
ST NICHOLAS' CHURCH

1. PARTIES

This Memorandum of Undertaking (hereafter referred to as "MOU") is made and entered into by and between Buffshelfco 54 (Pty) Ltd (hereafter referred to as "Buffshelfco"), whose address is 78 Corlett Drive, Melrose North and the St Nicholas' Catholic Church of Stellenbosch (hereafter referred to as "The Church"), whose address is 16 Paul Kruger Street, Stellenbosch in connection with the proposed development of Erven 143, 144, 145, 166, 167, 168, 169 And 170, situated at the corner of Dennesig and Paul Kruger Roads, Stellenbosch ("the Properties").

2. PURPOSE

The purpose of this MOU is to record the terms and conditions under which the Church shall withdraw its objection(s) and/or appeal(s) against the applications submitted by Buffshelfco, and/or submitted on behalf of Buffshelfco, to the relevant authorities for the proposed development contemplated in clause 1 in respect of the following application.

The application for rezoning and subdivision and departures in terms of the Stellenbosch Municipal Land Use Planning By-law (hereafter referred to as "The Rezoning Application").

The application was submitted by the agents of Buffshelfco 54 (Pty) Ltd on 08 October 2018.

3. TERM OF MOU

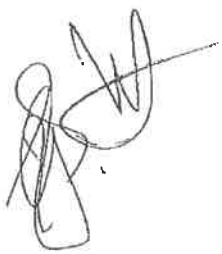
The MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU. The MOU shall remain in force and effect until the requirements in clauses 4.1 – 4.5 below have been discharged as evidenced by the letters of approval of both, the Rezoning and Heritage Applications.

4. RESPONSIBILITIES OF BUFFSHELFCO 54 (PTY) LTD

Buffshelfco herein undertake to ensure that The Rezoning Application is amended and upon submission to the Stellenbosch Municipality will incorporate the following changes in respect of the proposed development of the Properties:

4.1 Articulation of Hoffman and Paul Kruger building edge

The relationships between the proposed buildings on the Properties and the interface thereof with Hoffman and Paul Kruger Streets must be treated to reflect a lower "datum line". The height of the buildings on these street edges must not exceed 5 storeys and 4 storeys on Erf 146 on the corner of Hoffman and Paul Kruger Streets. The street elevation must be articulated through a variation of architectural interventions. The 5th storey is to be recessed. Through the innovative use of material and articulation, the 5th storey must be reflective of a part of the building so that it "sits" above the 4th storey, herein described as the datum line and as illustrated in the sketches below. The 4th storey is to be recessed in proximity to Erf 146 on the corner of Hoffman and Paul Kruger Streets where the "datum line" will be the 3rd storey.



4.2 Size and use of corner units

The architectural design will ensure that the flat units located at the corner of the building overlooking Erf 146 on the intersection of Hoffman and Paul Kruger Streets will be designed to a minimum size and specified use-type, as set out immediately hereunder:

These flat units will be used for living accommodation purposes only, with a minimum of 2 bedrooms. No uses other than living accommodation and study rooms will be permitted for these flat units, including but not limited to other uses such as communal break-away rooms, chill rooms and study areas.

4.3 Body corporate and rules

A body corporate will be amongst other, responsible for the enforcement of rules and regulations for the proposed development. The rules will include measures to ensure that the following categories of nuisance is mitigated and avoided:

i. Noise

Restriction of noise through the prescription of times and days of the week where noise produced by electric devices, instruments or electronic devices will be banned.

ii. Complaints

The rules of the Body Corporate must include procedures for the submission by The Catholic Church of complaints and penalties, where appropriate, against a transgression of the rules.

4.4 Parking and shuttle service

Public parking will be according to the public traffic and parking plan as approved and/or to be approved by the Municipality. It is envisaged in the DNDG (refer paragraph 4.5) that the Municipality will require the compilation of a parking management plan. The objectives of this plan will be to address parking hours, parking zones, parking transgressions, penalties, signage and parking on Sundays and special events.

A shuttle service will be implemented by the Body Corporate and / or a Home Owners Association for the Dennesig Neighbourhood when the occupancy of the building reaches a certain threshold. The requirements for the shuttle service will be contained in terms of the conditions of approval issued by the Municipality.

4.5 Dennesig Neighbourhood Design Guidelines (DNDG)

Buffshelfco undertakes to subscribe to the general intent of the urban design and transportation proposals as illustrated in the DNDG document. The cost for the implementation of these interventions will be determined in the DNDG document and as per the Service Level Agreement (SLA) and / or the Developers Agreement, whichever will be implemented by the Municipality in terms of the conditions of approval. This undertaking is also subject to final approval of the development as reflected in the DNDA and SLA.

5. AMENDMENTS

Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument and effective when executed and signed by all parties to this MOU.

6. APPLICABLE LAW

The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of [insert State name]. The courts of the State of State Name shall have jurisdiction over any action arising out of this MOU and over the parties and the venue shall be the Judicial District and Country, State Name.

7. ENTIRETY OF AGREEMENT

This MOU, consisting of numbers, pages represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

8. SEVERABILITY

Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect and either party may renegotiate the terms affected by the severance.

9. SOVEREIGN IMMUNITY

The requesting law enforcement agency and the assigning law enforcement agency and their respective governing bodies do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

10. THIRD PARTY BENEFICIARY RIGHTS

The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU the parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

11. SIGNATURES

In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

[AGENCY]

Archdiocese of Cape Town

[Name and Title]

Date 22-10-19

Rev Fr W.J. Lindoque

[Name and Title]

Date

ROMAN CATHOLIC CHURCH ST. NICHOLAS ST. MARK'S STELLENBOSCH ALL SAINTS ROOMS-KATOLIEKE KERK

[AGENCY]

Urban Dynamics Western Cape

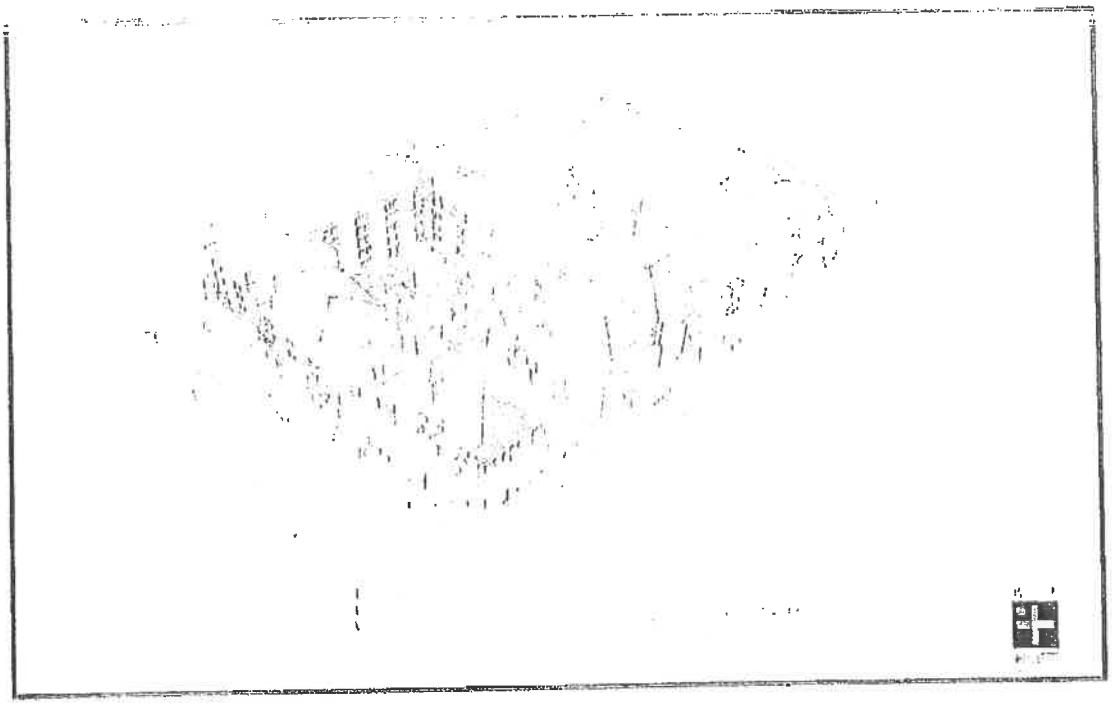
[Name and Title] GP Swart (Director) Date 22/10/2019

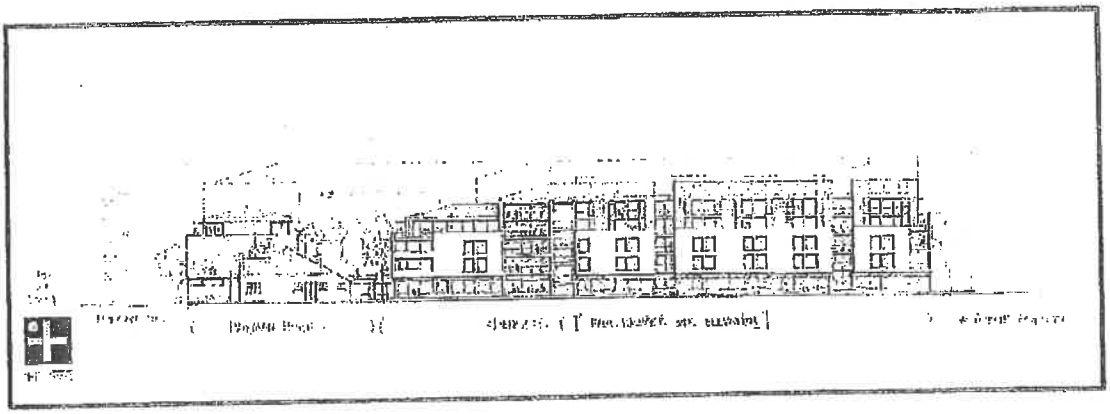
_____

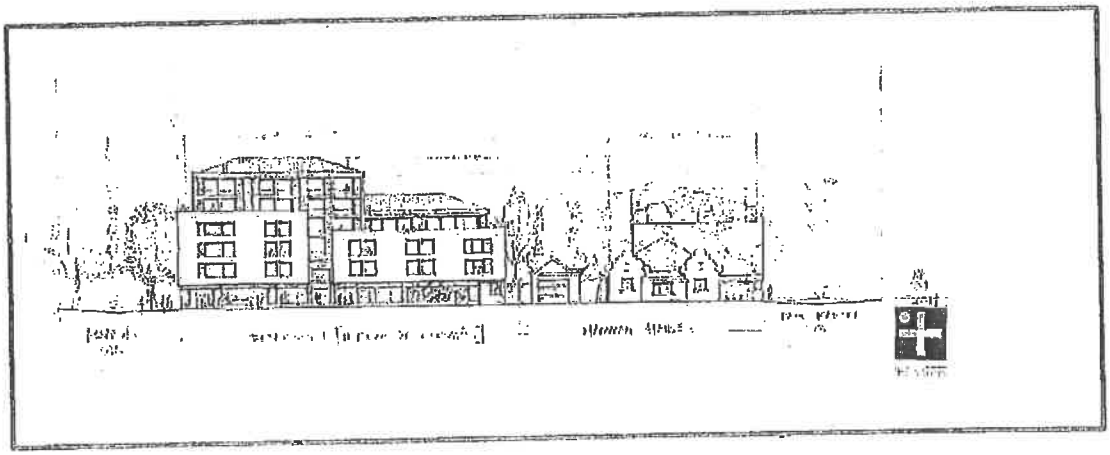
[Name and Title] Date

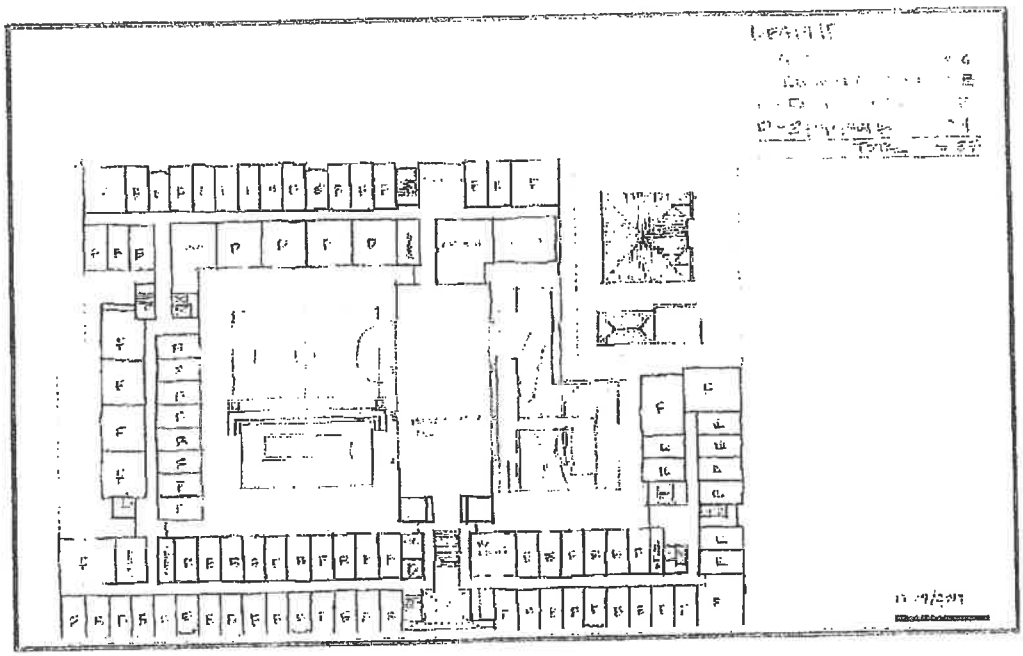
_____

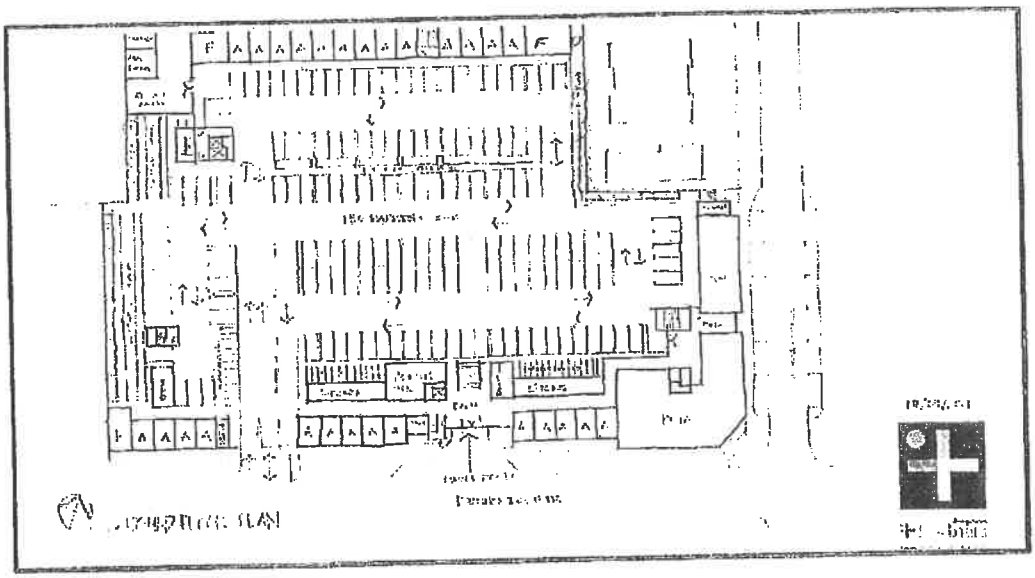
[Name and Title] Date











Archdiocese of Cape Town

15 October 2019

To Whom It May Concern:

Re: Sub-delegation to Fr Willem Lindeque

I, Rev Fr Robert Bissell, Episcopal Vicar for Property and in possession of a General Power of Attorney, hereby sub-delegate to Fr Willem Lindeque the authority to enter into a Memorandum of Understanding, as presented to myself and Archbishop Brislin on 8 October 2019, with Buffshelfco 54 (Pty) Ltd.

This Memorandum of Understanding pertains to the Archdiocese of Cape Town of the Roman Catholic Church's objection to the development of the of Erven 143, 144, 145, 166, 167, 168, 169 And 170, situated at the corner of Dennesig and Paul Kruger Roads, Stellenbosch.

Fr Lindeque is hereby sub-delegated all the faculties needed to effect this Memorandum of Understanding and to use his better judgement in signing or refusing to sign.

This sub-delegation is delegable and is transactional specific.

In Domino,

Rev. Fr Robert Bissell
Episcopal Vicar: Property
Archdiocese of Cape Town

ARCHDIOCESE OF CAPE TOWN
PROPERTY ADMINISTRATOR

Cathedral Place 12 Bouquet St, PO Box 2910 Cape Town 8000
Tel: +27 (21) 462 2417, +27 (0)83 602 4193 Fax: +27 (21) 461 9330
Email: property@adel.org.za Web: www.adel.org.za

ADRIAANS ATTORNEYS

Prepared by

Arthur Johannes
Attorney

GENERAL POWER OF ATTORNEY

I, the undersigned

STEPHEN BRISLIN
Identity number : 560924 5018 08 3

in my capacity as Archbishop of the Archdiocese of Cape Town of the Roman Catholic Church

do hereby nominate, constitute and appoint

ROBERT BRYAN BISSELL
Identity number : 760126 5030 08 8

In his capacity Property Administrator Archbishop of the Archdiocese of Cape Town of the Roman Catholic Church

to be my/our Attorney(s) and/or Agent(s) for managing and transacting my/our business in the Republic of South Africa and in every territory or Country anywhere in the world with full power and authority for my/us and in my/our name and for my/our account and benefit to ask, demand, sue for, recover and receive all debts or sums of money, goods, effects and things whatsoever which now are or hereafter may become due, owing, payable or belong to me/us,

AND to adjust, settle, compromise and submit to arbitration all accounts, debts, claims, demands, disputes, and matters which may subsist or arise between me/us and any person, persons, Company(ies), Corporation(s) or body(ies) whatsoever and for the purpose of arbitration to make the necessary appointments and sign and execute the necessary acts and instruments in that behalf,

AND to let, either on lease or otherwise, and also to improve, alter, or otherwise deal with any stands, houses or other property belonging to me/us or with which I/we am/are entitled to deal,

AND to collect and receive rents, and, if necessary, cancel any lease or other tenancy and take all legal proceedings for ejectment or otherwise in connection with such lease or other tenancy, or the cancellation thereof,

AND to open and operate any account with a Financial Institution and to overdraw such account; to draw, sign and endorse cheques; to draw, accept and endorse bills of exchange and promissory notes; to negotiate for and take discounts and loans

with or without security; to pledge any species of security for the repayment thereof; and to withdraw securities and to sign receipts therefore; to establish credits for others; to guarantee payment of any liability or indebtedness of others; to bind me/us as surety "in solidum" and as co-principal debtor and under renunciation of the benefits of division and excussion,

AND to buy or sell movable or immovable property (including Stands) and also Claim and other Mining Rights of all kinds and in connection with any purchase or sale to make the necessary Declaration as to the truth of the amount of the purchase price; to receive or to make and give, as the case may be, the necessary contracts or acts and deeds of transfer or leases of and relating to any immovable or leasehold property, stands, claims or mining rights or mining titles in due and customary form according to the local laws and usages,

AND to invest any money in my/our hands on Mortgage of movable, immovable or leasehold property and from time to time to vary or later such investments should it be deemed necessary or expedient to do so, and to consent to the modification of all or any of the terms, or to the cancellation of any Bond or Bonds and to cede the same or any interest there under to any person or persons acquiring the same,

AND to take up money under security of property movable or immovable and to appear before any Registrar of Deeds, or any official with like duties and powers, or any Magistrate, Notary Public or other competent authority, and to make and execute all such Mortgage Bonds or other Securities as may be requisite or necessary in that behalf or to secure debts due by me/us before the passing of such Bonds or that may become due thereafter under obligation of my/our person and property of every description,

AND to waive any rights that I/We may have or be or become entitled to as usufructuary/ (ies) in respect of any property in favour of the holder or holders of any bond or bonds there over,

AND to commence, and prosecute and to defend, compound and abandon all actions, suits, claims and demands and proceedings in regard to me/us or my/our property or in relation to my/our affairs in or before any Court or other body or persons
in the Republic of South Africa and in any Territory or Country anywhere in the world.

AND to suffer judgment or decree to be given against me/us in any of such proceedings by default as my/our said Attorney shall deem fit,

AND to attend all meetings of Creditors of any person or persons, Company or Companies, Syndicate or Syndicates, indebted to me/us whether in insolvency or otherwise and to prove my/our claim at any such meeting or meetings and to vote for the election of Trustee or Trustees or to consent to the assignment of the Estate of any of my/our Debtors to sign the necessary deeds and to vote for the election of an Assignee or Assignees, and also to vote on all questions submitted to any such meeting of Creditors and generally to exercise all rights attaching to me/us as Creditor,

AND to attend meetings of persons interested in any Estate, Testate or Intestate, with which I/we may be concerned as next of kin, heir, legatee, creditor or otherwise, to vote for the appointment of any Executor or Executors Dative to do whatever may be required to prove my/our claim, and to act for me/us in all matters pertaining to such Estate,

AND make application in my/our name for shares in any Company or Syndicate, to receive such shares as may be allotted to me/us and to sign any Memorandum and Articles of Association and other document requiring the signature of Shareholders,

AND to appear in person or by proxy at the Meetings of Shareholders of any Company or Syndicate in which I/we may hold a share or shares and to vote thereat on my/our behalf,

AND to buy, sell, and exchange Script or Shares and to sign the necessary transfers and documents to pass title thereto,

AND further to give and grant receipts, releases or other effectual discharges for any sum of money or thing recovered on my/our behalf, which receipt whether given in my/our name or in the name of my/our Attorney shall exonerate the person or persons paying such moneys from seeing to the application thereof,

AND for me and in my name to enter into Partnership, dissolve or liquidate any Partnership and to sell or transfer any Partnership property and to represent me in all matters relating to any Company or Companies that may at any time hereafter be registered or incorporated in the Republic of South Africa or in any Territory or Country anywhere in the world.

AND to sign or execute any Deed or Instrument in writing as effectually as I/we might or could do if personally present,

AND to choose "domicilium citandi et executandi", AND GENERALLY to do, execute and suffer any such act, deed, matter or thing whatsoever, as the said Attorney may deem necessary or expedient in or about my/our concerns, HEREBY GIVING and GRANTING to the said Attorney power to appoint a substitute or substitutes, and the same at pleasure to displace or remove and appoint another or others, hereby ratifying and agreeing to ratify whatsoever shall be done or suffered by virtue of these presents.

AND without in any way restricting or limiting the aforementioned general powers and authorities, I/we do hereby specially authorise my/our said Attorney and Agent to do all or any of the following acts, matters and things in relation to any Company or Companies in the Republic of South Africa or in any Territory or Country anywhere in the world.

1. To sign and subscribe my/our name to the Memorandum and Articles of Association of any such Company or Companies as a member thereof, and to undertake to purchase from such Company or Companies and subscribe to

   the Memorandum of Association of all or any of such Company or Companies for such number of shares in the Share Capital of the Company or Companies as my/our said Attorney and Agent may deem fit.

2. In my/our name and on my/our behalf and in respect of all or any of such Company or Companies to sing, execute and deliver and cause to be lodged with the Registrar of Companies or other competent official, a consent in writing to act as a Director on the Board of Directors of any such Company or Companies and in terms of the Companies Act, 1973, of the Republic of South Africa or any similar legislative provision in any Territory or Country anywhere in the world.

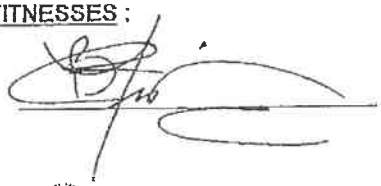
3. If so deemed necessary and in lieu and instead of subscribing the Memorandum of Association of any such Company or Companies, in my/our name and on my/our behalf to sign, execute and deliver and lodge with the Registrar of Companies aforesaid a contract in my/our name and on my/our behalf to take from and pay unto any such Company or Companies such number of shares in the Share Capital of the Company concerned as will be necessary to qualify me/us as a Director(s) in terms of the Companies Act 1973, of the Republic of South Africa or any similar legislative provision in any Territory or Country anywhere in the world.

4. Upon my/our being named as a Director or proposed Director in any Prospectus or statement in lieu of Prospectus, to be lodged by any such Company or Companies, to sign and execute such Prospectus or statement in lieu of Prospectus in my/our name and on my/our behalf.

5. SPECIAL PROVISIONS

Signed and Dated at CAPE TOWN on the 16th day of October 2017 in the presence of the undersigned witnesses.

AS WITNESSES :

1. 



MOST RT REV STEPHEN BRISLIN
ARCHBISHOP OF CAPE TOWN

2. 

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2. Indien u van adres verander het, of indien besonderhede van u huidige adres, bv. straatnaam en/of nommer, ens. verander het, moet die vorm KENNISGEWING VAN ADRESVERANDERING, wat in die sakkie agter in die identiteitsdokument is, gebruik word om die verandering aan te meld en moet dit ingedien word by of gepos word aan die naaste streek/distrikkantoor van die DEPARTEMENT VAN BINNELANDSE SAKE.

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I.D. No. 760126 5030 08 8

S.A. BURGER/S.A. CITIZEN

VAN/SURNAME
BISSELL

VOORNAME/FORENAMES
ROBERT BRYAN

GEBOORTEDISTRIK OF LAND/DISTRICT OR COUNTRY OF BIRTH
SOUTH AFRICA

GEBOORTEDATUM/DATE OF BIRTH
1976-01-26

DATUM UITGEREIK/DATE ISSUED
2001-10-22



3D35875

Marriage Officer:
Commissioner of Oaths
Terms of Act No. 16 of 1963

MEGLIS (PTY) LIMITED

Reg No 2014/020865/07

Our Reference: Erven 143-145 & 166-170, Stellenbosch
Your Reference:LU/8676

02 January 2019

Urban Dynamics South Cape
Care of: Gerhard Swart
P O Box 2445
BELLVILLE
7535

Per e-mail: gerhard@udwc.co.za

Dear Sir

OBJECTION AGAINST PROPOSED DEVELOPMENT OF ERVEN 143-145 & 166-170, STELLENBOSCH

Your letter dated 15 November 2018 informing us of the proposed development of the abovementioned properties has reference.

We, Meglis (Pty) Ltd the owners of Erf 132,133,134 (Consolidated to Erf 17274) herewith formally submit our objection to the proposed development in terms of Section 50 of the Stellenbosch Municipality Land Use Planning By-Law.

The objection mainly relates to:

A. The zoning to Specific Business Zone;
B. Accommodation for students only;
C. Excessive application for departures.

It should be noted that our objection is not against the principle of densification in the area, as we acknowledge the need for - and legislative support of - densification in the area. The objection is, however, against the proposed business zoning and retail component, provision for student housing only, and the extensive deviations/departures from the land use regulations which are proposed, and which will not benefit the surrounding area in the long term. We therefore list the reasons for our objections below.

1. **Rezoning to Specific Business in a Residential Area:**

We strongly object to the proposed business zoning which will allow a retail component within the heart of a residential neighbourhood.

a) Although densification has been supported and flats constructed in the Dennesig area, it was purely for residential purposes – as are confirmed by the applicant under *"2.3 Zoning Context"*. The introduction of retail within this residential area will therefore have a direct impact on the character of the area and will set a dangerous precedent for future retail proposals to creep into the area.

b) Dennesig area is situated between Adam Tas Road/R44, Merriman Avenue, Bird Street and Molteno Road where numerous business, retail and other related uses are concentrated. These retail uses are located along activity streets/through routes and are within walking distance of the property under consideration. The need for a retail component at this location – within the residential area – is therefore strongly questioned.

c) It is noted that the Integrated Development Plan (IDP) promotes residential densification in the Dennesig area, however, it does not mention any proposals for retail development. One can therefore only motivate the residential component in relation to the IDP.

d) As 'retail' is not defined in the zoning scheme regulations, it is unclear what the retail component will entail, what the operating hours will be, etc. A convenience shop which is opened 24/7 for the convenience of its clients – students – can lead to a disturbance to the surrounding property owners, especially at night.

e) Delivery – The delivery of goods to the retail shops will create congestion during the day and noise pollution for residents, especially considering delivery times are often in the early hours of the morning.

f) The safety and security of the surrounding area will be negatively affected, as the retail use will draw negative elements into the residential area (e.g. beggars and other elements).

g) We further strongly object to retail use, especially the sale of alcohol (of-sales and/or on-site consumption) which is not a desirable use within a residential area and which can cause nuisance and draw the wrong elements into the area.

h) The applicant mentions the Draft Transit Orientated Development Report which vaguely indicate an area along Merriman Avenue which *could* be considered for mixed uses. It is important to note that this report was written from a transport point of view and does not necessarily take into account town planning principles.

i) It is a great concern to us that ground floor apartments could be converted into retail at a later stage, which will have an even greater impact on the character of the area and on the traffic congestion - especially since the existing proposal does not adhere to the parking requirements and there will be no space for additional parking. We therefore strongly object to the proposed zoning of Specific Business and insist on the zoning being residential, as what we were only granted.

2. Provision is only made for student housing:

Although there is always a demand for student housing, there are also a large demand for accommodation for the general public who contribute to the town's local economy and whom should be taken into account with any development to ensure a balance.

a) Studies indicate that an imbalance in the above accommodation with the focus on student housing alone can transform a neighbourhood by raising property prices and reducing the availability of affordable accommodation for local people, disrupting locals' lives with their exuberant lifestyles and transform areas that rush to cater for the tastes of the new young clientele. In England, this process has even spawned its own term – *"studentification"*.

b) A result of this 'studentification' is that permanent residents are forced out of an area and result in *"a kind of social cleansing"*.

c) Furthermore, the local economy as well as the safety and security of areas are negatively impacted when areas become ghost towns out of term time.

d) If the balance between permanent and season residency is not carefully controlled it can have a very negative impact on the local economy and specifically small business ventures and even the proposed retail component.

e) Our approval was based on the condition that we provided 3 bedroom units, as integrated family living was a big consideration and a requirement for us to obtain approval. How can this be imposed on us and not on this development. Student living as you say will destroy community / family residential areas

We therefore request that Council consider the impact of this will have on the future of the area.

3. Departures:

3.1 General

The objection against the departures are mainly related to the under-provision of parking, street building line relaxation and height, which directly impact on the surrounding area.

a) Zoning scheme regulations has a specific purpose and are formulated and implemented for a reason. This include the conservation of the value of buildings and other properties in the area and to encourage the most appropriate use/development of the land. The character of an area is mainly determined by what is allowed in the zoning scheme regulations and extreme deviation from these regulations could have far reaching negative effects, especially when decisions on future developments have to be made.

b) It is acknowledged that – in certain site-specific circumstances - Council could consider certain minor departures from these regulations to allow practical solutions for the use of space. As a result, other buildings in the area has, e.g. been allowed limited departures from the regulations. Caution was however taken to ensure that most of the regulations pertaining to massing was adhered to.

c) The support of the proposed departures, especially the parking and number of storeys will set a dangerous precedent for future proposals, If favourably considered. The combined impact of further/future development proposals could therefore have far reaching negative results for the area.

d) When we went through our land use management application process, Council was unwavering on their (percentage) requirement for green area within the development. We therefore strongly object to this proposal as the development does not meet the requirement and thus should not be approved on this basis.

3.2 Parking:

We are strongly opposed to the under-provision of parking and the manner in which parking is provided for the retail component.

a) Although the proposed development is in close proximity of the University of Stellenbosch and pedestrian and public transport are available and promoted for the town, students do not only

move around town. Most students go home over holidays and weekends (and have to come back), some work in their spare time, etc. and therefore require vehicles to commute. Due to the unfortunate safety risk relating to walking/cycling to US, especially for female students, more residents might be using making use of their vehicles. The parking requirement can therefore not only be evaluated on the basis that students walk/ride bike to US.

b) There is furthermore no parking available for visitors and the spill-over parking will end up in the road reserve or probably the retail parking area. This will not only have a negative impact on traffic safety but can draw the wrong elements into the area as cars parked in the street (unsecure) are easy targets for criminals.

c) The proposal to provide parking for the retail component within the road reserve is not supported as there will be no control over who can use it. Any of the surrounding residential developments or their visitors can therefore use it, leaving the retail area without parking. This will become an even greater problem during peak hours.

d) The parking bays are also proposed on either side of the road, which means that customers will have to cross the road to and from the retail outlet and increase pedestrian traffic over the road. On-site parking would therefore be more appropriate.

3.3 Height and Building Line Departures:

The proposed increase in number of storeys, combined with the building line departures – specifically the Street building lines (Dennesig, Paul Kruger and Hofman Roads) from 7.6 m to 3.5 m – will have a direct impact on the buildings' size and massing in relation to the human scale.

a) Although the design elements of the proposed building are well thought through, the design/massing/height is probably more appropriate for a property located on a busy street front within a node (e.g. the CBD). The proposal is, however, situated within a residential area characterised by small intimate streets, where the focus is more on the building and its relationship to the sidewalk and street(s) and the associated importance to "human" scale.

b) The scale of the proposed buildings in relation to the narrow streets – which was designed for to accommodate a single residential character – will completely overshadow the human scale as experienced from passers-by and can create a tunnel effect. Especially if this precedent is continued through similar developments in the area. The height and building line departures are therefore not supported.

c) In considering the degree of fit of the proposed building with the character of the surrounding area, it is also important to take into account the relationship between the proposed building and

the size of adjacent structures. In this instance the development is situated adjoining Erf 146, which contains a single residential dwelling which will be totally overshadowed by the massing and height of the building.

d) The form of the building is also a direct relation to the neighbourhood context. Aspects such as the importance of existing patterns, future planning vision for the area and neighbourhood scale form part of the neighbourhood context and should be taken into account when making a decision on whether the building fits into the area. In this instance the proposed building, due to its massive scale, does not fit into the existing neighbourhood patterns or neighbourhood scale.

Strong emphasis is also placed on the fact that this proposal should be dealt with and considered through applying similar decision-making criteria as was implemented with our previously approved developments.

4. No Loading Bay is Provided:

Although the Zoning Scheme does not necessarily require a loading bay, we feel strongly that this is an important issue that should be addressed.

a) No loading bay is provided for deliveries and it is proposed to accommodate the delivery vehicles on the of-site parking bays in Hofman Street. This mean that the parking bays will not always be available for the use of customers who will be forced to park in the road reserve – most probably on one of the side streets.

b) Furthermore, if the parking bays adjoining the retail are occupied, delivery vehicles will have to find a place to turn around and then park across the road and carry/wheel stock across Hofman Street. In the event that the parking bays on either side of the road are occupied, the delivery vehicles will be forced to stop in the road which will result in congestion and have a negative ipact on traffic flow and safety.

c) The beforementioned will have a direct impact on the streetscape and how the street and pedestrian environment is perceived, especially given that this proposal is situated in the middle of a residential area.

Although we are strongly opposing the above, it is requested that – in the event that Council support the proposed land uses - an on-site loading bay be provided to alleviate our concerns.

5. **Conclusion:**

In light of the above it is requested that Council seriously consider the long-term implications this proposal will have on setting a precedent for future developers to apply for retail uses, the provision of student housing only and extensive departures (especially those relate to parking, scale and massing due to departures) and the resultant long-term impact on the character of the area. The additional traffic and transport related issues which will be generated as a result of these departures are furthermore of great concern, as is the manner in which the parking provision is being addressed.

It is therefore important that this proposal should not be dealt with in isolation but rather be viewed as a benchmark for future development proposals and applications in this area. This emphasize our concerns and reasons for objection which, if not addressed in a responsible manner, can have a long-term negative impact on the character, health, safety and wellbeing of the surrounding community.

We trust that you find the above in order.

Yours faithfully
Toni Capuzzimati

APPLICATION NUMBER: LU/8676
Municipal Reference Number: Erf 143-145 and 166-170, Stellenbosch
Property Description: Erven 143–145 and 166-170, Stellenbosch

FROM : A B HAMMAN
Residential address:

9 Hofman Street
Stellenbosch, 7600

Postal address: (please use for registered mail)

7 Zwaanswyk Street
Karindal
Stellenbosch, 7600

Contact no: 0847396411
Email: ehamman63@gmail.com
November 26, 2018

TO: GERHARD SWART
Urban Dynamics South Cape
2nd Floor
Tyger Valley Chambers Five
27 Willie van Schoor Avenue
Bellville 7530

Mr Swart

RE: APPLICATION NO LU/8676

1. I am the owner and reside at Erf 146, situated at 9 Hofman Street, Stellenbosch. The said erf is on the corner of Hofman and Paul Kruger Streets, located to the east of the proposed development.

2. I hereby strongly object to the proposed demolition of existing buildings on Erven 143, 144, 145, 166, 167, 168, 169 and 170 and the development of a block of flats. The said Erven are part of a single residential area, i.e. Dennesig. This is an old established area and currently people of all age groups, including many families, reside here.

3. If the proposed development is to go ahead, it would have major negative effects on the living circumstances of residents of the remaining single residential properties in Paul Kruger, Dennesig and Hofman Streets. A development, as proposed, opposite or next to a single residential house, seriously violates the privacy of occupants of the residential houses.

4. Occupants living on the upper levels of the proposed block of flats, can easily look right into rooms and backyards of residential properties adjacent to or across the street from the flats. This is a violation of people's right to privacy at their homes, as per the Bill of Rights of our Constitution. The developers planning to encroach the lateral and street building lines, exacerbates this aspect (violation of privacy).

5. The residences on Erven 143, 144, 145, 166, 167, 168, 169 and 170 are all character-filled old homes dating from the 1930's and 1940's. Similar character-filled residences in Stellenbosch are found only in the Mostertsdrif area, and are selling at much higher prices. I am of the opinion that these residences should be renovated and preserved as part of our architectural heritage. This statement is in line with municipal and city council polies of other towns and cities, where old established residential areas are restored and preserved and finally become very popular areas to live in.

6. A letter of objection, on heritage grounds, dated October 24, 2018, was already presented to a Heritage Practitioner, i.e. Ms Cindy Postiethwayte.

7. Both Dennesig and Paul Kruger Streets are currently beautiful tree-lined, quiet residential streets. Should the proposed development go ahead, it will cause an enormous increase in traffic to this area. Higher traffic volumes will also increase noise and air pollution (because of exhaust fumes). The traffic increase is a direct threat to children and other pedestrians using these streets.

8. Currently there are two blocks of flats on the southern side of Dennesig Street, and one block of flats on the northern side of Paul Kruger Street. I am totally against the spreading of such developments to a character-filled, quiet single residential area. Homeowners in the Dennesig Area, as in other areas, yearly spend lots of money on the maintenance and improvements of their properties and gardens. A development as planned, will have a negative effect on residential property values in the area. A high density development with accompanied increased traffic flows, increased noise and pollution levels as well as harmful effects on privacy of surrounding residences, will cause the Dennesig are to lose its residential character; current property owners will be forced by these unpleasant circumstances to sell their properties and move elsewhere.

Thank you for the opportunity to present my objection.

Sincerely

A B HAMMAN

Martin Botha

From: Leon Rossouw <leon@devcor.co.za>
Sent: Saturday, 07 September 2019 12:20
To: Andre Hamman
Subject: Jou Dennesig eiendom en ons kommunikasie met jou.

Beste Andre, ons afgelope kommunikasie van hierdie week verwys.

Na ons eerste ontmoeting in YaYa restaurant om die koop van jou eiendom te bespreek, en aan jou ons planne en visie vir die area voor te lê, het jy ons koopkontrak geneem om dit te bestudeer en die aanbod te oorweeg. Ons het daarna nooit enige terugvoer van jou ontvang in die verband nie , behalwe ń sms wat gesê het , "moet my nooit weer hieroor kontak nie".

Dit was ń uiters vreemde optrede vir my, na ons het heerlike ontbyt saam by YaYa , verskeie koffies later, en lekker gesels oor ons dae saam op skool. Jy het my nog pertinent gevra " Leon wat wil julle hê" waarop ek jou geantwoord het, ons wil jou huis koop teen ń baie goeie prys vir jou, bo huidige markwaarde, oorweeg asb ons aanbod.

Alhoewel ons die afgelope 12 tot 18 maande verskeie pogings aangewend het om met jou te probeer gesels oor jou eiendom en objeksies teen ons ontwikkeling , was dit onsuksesvol. Jy het op geen van ons oproepe of boodskappe in die verband gereageer nie, en dit vir ons onmoontlik gemaak om met jou te gesels en ń oplossing te probeer bewerkstellig rondom jou objeksies / klagtes. Selfs ons Stadsbeplanners het verskeie pogings aangewend om met jou te vergader en jou objeksies te bespreek, sonder enige sukses.

Jy hel wel op ń stadium een van my vele oproepe geneem en vir my gesê ons kan jou eiendom koop by jou teen ń bedrag van R84 miljoen. Ek het aan jou genoem dis nie ń haalbare prys nie. Is jy enigsins nou bereid om weer met ons te gesels in die verband of om net jou klagtes oor ons ontwikkeling met ons te bespreek ?
Ons sal graag jou klagtes wil bespreek om te sien of ons tot ń werkbare vergelyk kan kom. Al hoe ons lg kan doen is om met jou te ontmoet en dit deur te gesels. Derhalwe ons herhaalde versoeke in die verband.

Ons hoor graag van jou en sien uit na jou beloofde e pos, soos genoem in jou sms aan my vroeër die week. Ek het reeds my kontakdetail vir jou gestuur in my vorige e pos.

Jou sms:

Ek gaan NIE met jou in gesprek tree oor ontwikkelings in Dennesig NIE,sodra ek jou besonderhede kry stuur ek n epos in hierdie verband

Vriendelike groete.

Leon Rossouw
Devcor
Cell: 082 820 5342
Email: leon@devcor.co.za
Ground Floor La Gratitude Offices 95 Dorp Street Stellenbosch 7600

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C/O DENNESIG & HOFFMAN STREET
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bellville@postnet.co.za
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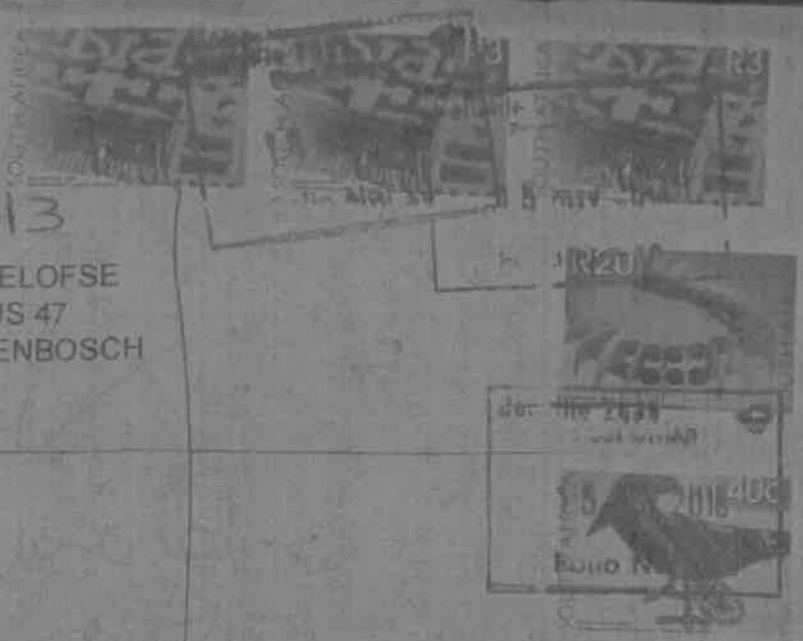

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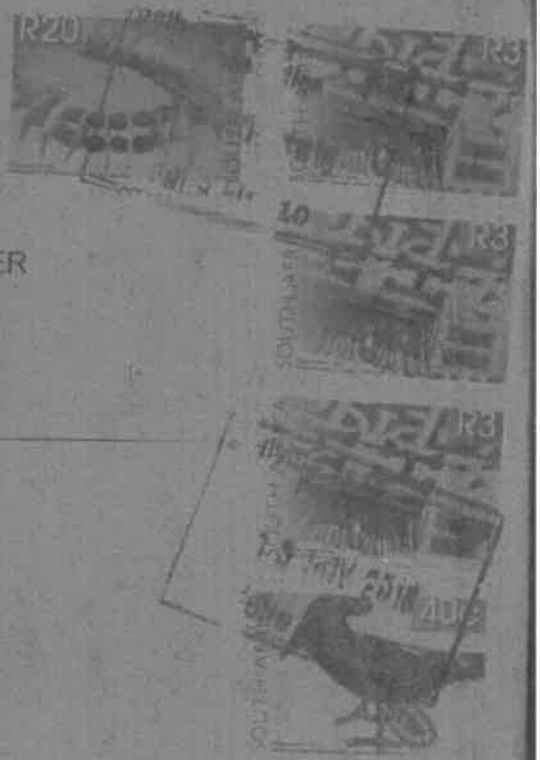

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MARITE PROPERTY MANAGEMENT
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ERF 164 DE ZALZE
WINELANDS GOLF ESTATE
STELLENBOSCH
7600

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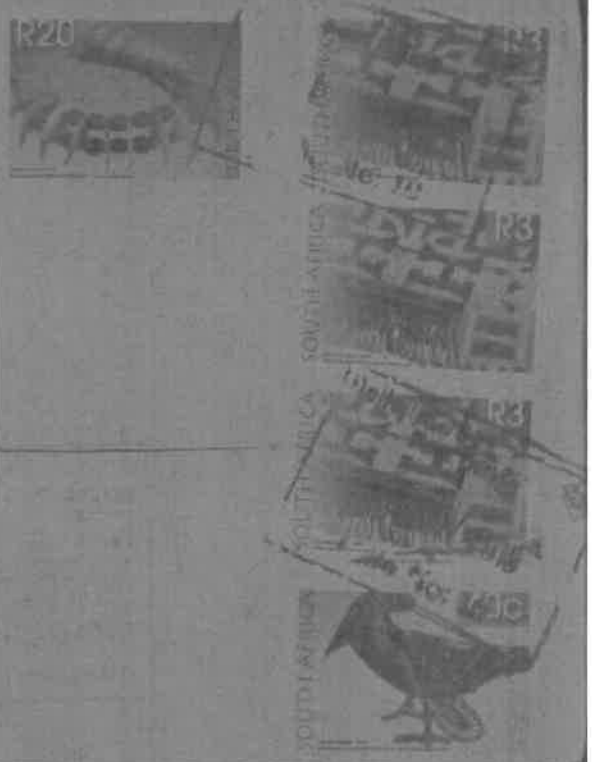

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VAN RIEBEECKLAAN 8
KENRIDGE
DURBANVILLE
7550

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GEORGE
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1 DENNESIG STREET
STELLENBOSCH
7600

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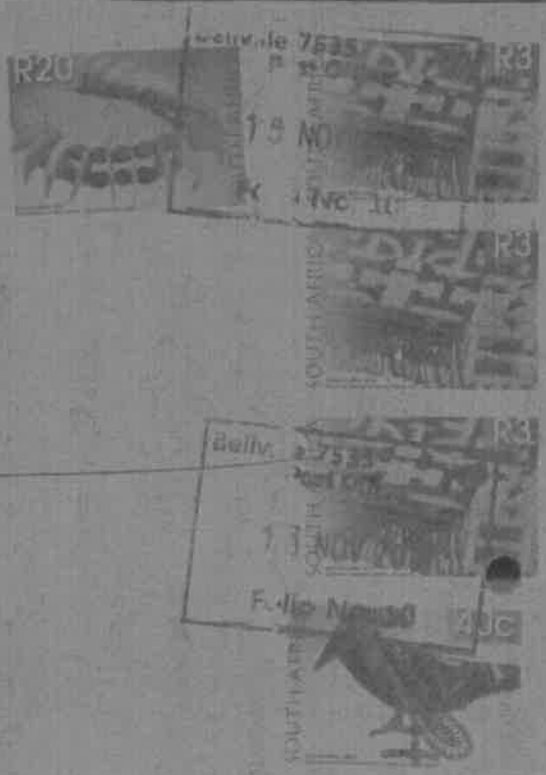

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JWJ SMAL BROERS TRUST
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PWJ+L VAN DER KOLFF
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M MUNSTERMANN
110 DERMONT
MOLTENO ROAD
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AH+HC VILJOEN
WILDEKLAWERSTRAAT 43
WELGEVONDEN
STELLENBOSCH
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WL+B HUMAN
POSBUS 750
SOMERSET WEST
7137



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ROZMO TRUST
PO BOX 15075
VLAEBERG
8018

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CN 007 631 580 ZA
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CN 007 631 580 ZA

A SMUTS
POSBUS 49
LUTZVILLE
8165

RECIPIENT NAME (please print clearly)

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CN 007 631 580 ZA
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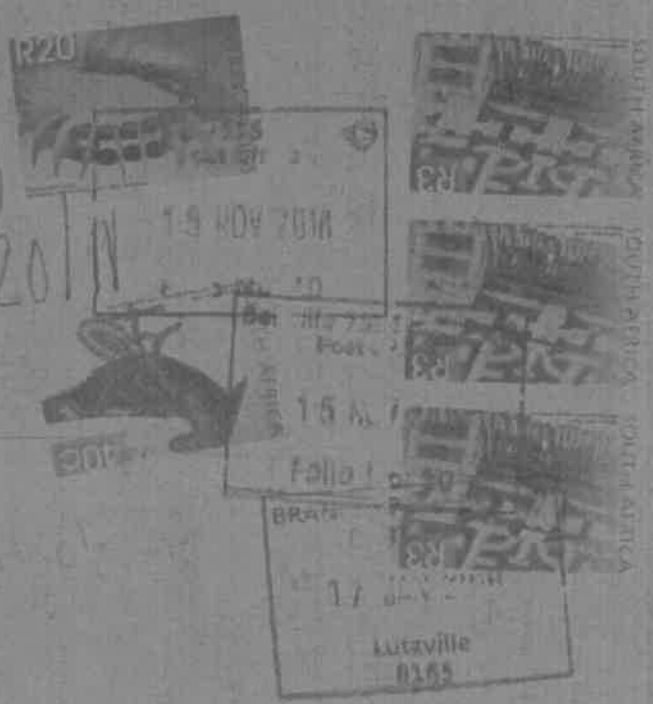

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IJ KATZ
15A MILNER ROAD
SEA POINT
8001

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Mnr/Me C BARAN
6 DAWN CRESCENT
DE WIJNLANDEN
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JE KOCK+LE ANTHONY
AKKERHOF WOONSTEL 13
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GLENHAVEN
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Mnr/Me C+M OLIVIER
POSBUS 193
DE DOORNS
6875





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F ESSOP AHMED
5 STELLENVALE
97 WILLIAM CAMPBELL DRIVE
LA LUCIA
DURBAN NORTH
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041537

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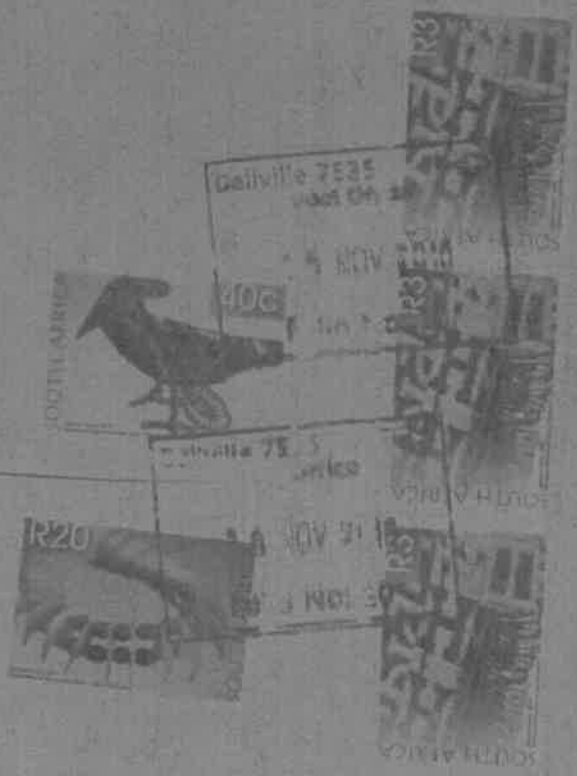
STELLENBOSCH
7604



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TRONICTRADE 50 (PTY) LTD
POSBUS 510
HARTENBOS
6520



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19/11

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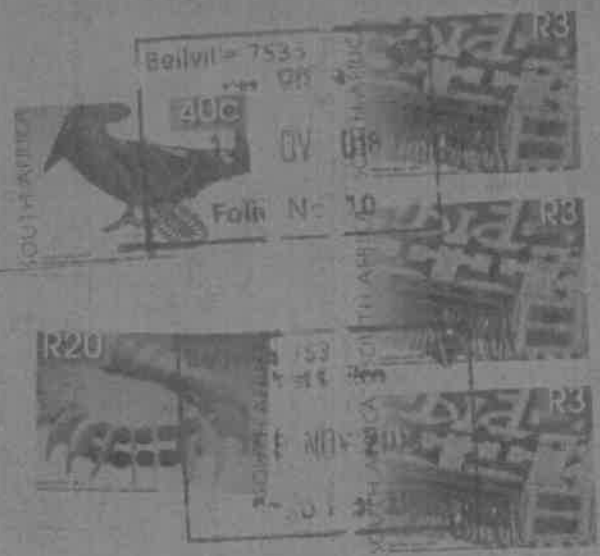
DIE BOORD
7613



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SIR LOWRY MOTORS PTY LTD
P O BOX 547
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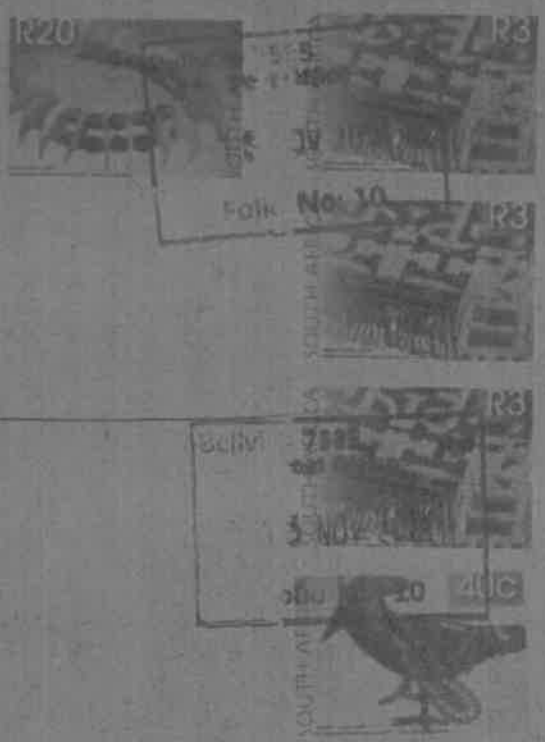

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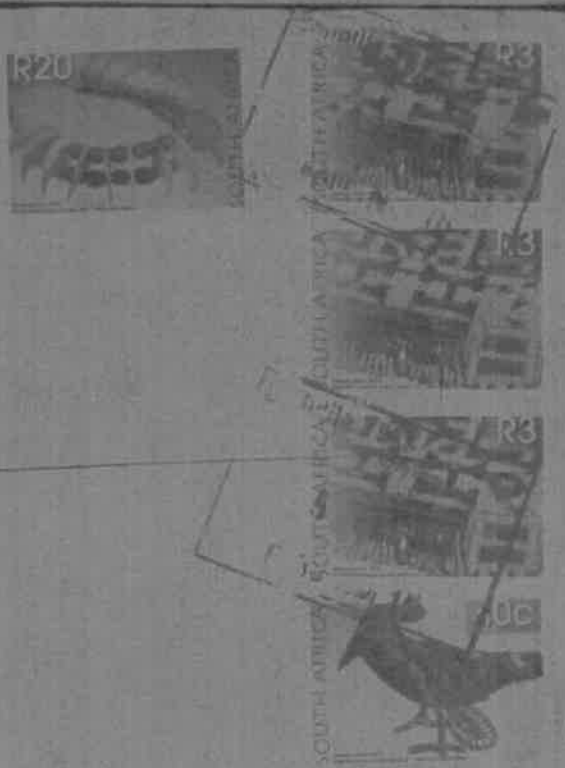

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JH HISCOX
BARRYSTRAAT 26
DALSIG
STELLENBOSCH
7600



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MARA TRUST
DAWN CRESCENT 16
DE WIJNLANDEN
STELLENBOSCH
7602



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CN 007 632 545 ZA

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BG LOUW
5 FLAMINGO ROAD
ONDERPAPPEGAAIBERG
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Mnr/Me JC CARSTENS
BELCANTO 7
PEEKASTRAAT 4
DIE BOORD
STELLENBOSCH
7600



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D CN 007 627 948 ZA

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Mnr/Me A BLOM
BOSCHENPARK 72
HOFMANSTRAAT
STELLENBOSCH
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CN 087 627 951 ZA

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C/O MR/MS KR & J TULSI
APARTMENT 4
DERMONT
STELLENBOSCH
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A PA 479 215 182 ZA

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RECIPIENT NAME (please print clearly)

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A BOOK COPY

038344

19/11

JU BELL
POSBUS 7149POSBUS 7149
DROSDY SENTRUM
STELLENBOSCH
7599



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bellville@postnet.co.za
Private Bag X 21
Tygervalley, 7536

6x International

	Title	Initials	Surname	PostAddress1	PostAddress2	PostAddress3	PostAddress4	PostAddress5	Post Code	
1			REGSPERSOON MOLTENO PARK	REGSPERSOON MOLTENO PARK 1	P/A JPS TRUST	POSBUS 3075	MATIELAND	✓	7602	REGISTERED LETTER (with a domestic insurance option) ShareCall 0860 111 502 www.sapo.co.za RC283058797ZA CUSTOMER COPY 301028R
2		EC	KRIEK	POSBUS 2565	PAARL			✓	7620	REGISTERED LETTER (with a domestic insurance option) ShareCall 0860 111 502 www.sapo.co.za RC283058806ZA CUSTOMER COPY 301028R
3	Mnr/Me	CJ	UYS	POSBUS 1243			PLETTENBERGBAAI	✓	6600	REGISTERED LETTER (with a domestic insurance option) ShareCall 0860 111 502 www.sapo.co.za RC283058810ZA CUSTOMER COPY 301028R
4			KLEINMAN TRUST	POSBUS 1535	STELLENBOSCH			✓	7599	REGISTERED LETTER (with a domestic insurance option) ShareCall 0860 111 502 www.sapo.co.za RC283058823ZA CUSTOMER COPY 301028R
5			K2018055188 SA (PTY) LTD	PO BOX 1124	BEAUFORT WES			✓	6970	REGISTERED LETTER (with a domestic insurance option) ShareCall 0860 111 502 www.sapo.co.za RC283059837ZA CUSTOMER COPY 301028R
6		S	ENGELBRECHT	SIPRESLAAN 6			GRABOUW	✓	7160	REGISTERED LETTER (with a domestic insurance option) ShareCall 0860 111 502 www.sapo.co.za RC283058845ZA CUSTOMER COPY 301028R
7		NA	FRENCH	7 THELMA ROAD			CLAREMONT	✓	7708	REGISTERED LETTER (with a domestic insurance option) ShareCall 0860 111 502 www.sapo.co.za RC283058854ZA CUSTOMER COPY 301028R
8			ME NIEMACK + DE WET	8 VALE ROAD	RONDEBOSCH			✓	7700	REGISTERED LETTER (with a domestic insurance option) ShareCall 0860 111 502 www.sapo.co.za RC283058443ZA CUSTOMER COPY 301028R
9		PWJ+L	VAN DER KOLFF	UNIT 8 MOLTENO PARK	MOLTENO STREET	STELLENBOSCH		✓	7600	REGISTERED LETTER (with a domestic insurance option) ShareCall 0860 111 502 www.sapo.co.za RC283058457ZA CUSTOMER COPY 301028R
10		EC	KRIEK	POSBUS 2565	PAARL			✓	7620	REGISTERED LETTER (with a domestic insurance option) ShareCall 0860 111 502 www.sapo.co.za RC283058465ZA CUSTOMER COPY 301028R
11		DJ	DU PREEZ	POSBUS 707	LADYSMITH			✓	3370	REGISTERED LETTER (with a domestic insurance option) ShareCall 0860 111 502 www.sapo.co.za RC283058474ZA CUSTOMER COPY 301028R

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12		MB	VAN TONDER	KONSTITUSIESTRAAT 17A	ROBERTSON			✓	6705	INSURED PARCEL ShareCall 0860 111 502 www.sapo.co.za PA 479 215 457 ZA CUSTOMER COPY 301012
13		M	LE ROUX	POSBUS 610	GANSBAAI			✓	7220	INSURED PARCEL ShareCall 0860 111 502 www.sapo.co.za PA 479 215 474 ZA CUSTOMER COPY 301012
14			REGSPERSOON MOLTENO PARK 2	P/A JPS TRUST	POSBUS 3075	MATIELAND		✓	7602	INSURED PARCEL ShareCall 0860 111 502 www.sapo.co.za PA 479 215 338 ZA CUSTOMER COPY 301012
15			REGSPERSOON MOLTENO PARK 2	P/A JPS TRUST	POSBUS 3075	MATIELAND		✓	7602	INSURED PARCEL ShareCall 0860 111 502 www.sapo.co.za PA 479 215 355 ZA CUSTOMER COPY 301012
16			REGSPERSOON MOLTENO PARK 2	P/A JPS TRUST	POSBUS 3075	MATIELAND		✓	7602	INSURED PARCEL ShareCall 0860 111 502 www.sapo.co.za PA 479 215 219 ZA CUSTOMER COPY 301012
17			MEGLIS (PTY) LTD	RYAN WINTLE	P. O. BOX 5143	WATERFRONT		✓	8002	INSURED PARCEL ShareCall 0860 111 502 www.sapo.co.za PA 479 215 236 ZA CUSTOMER COPY 301012
18			MEGLIS (PTY) LTD	RYAN WINTLE	P. O. BOX 5143	WATERFRONT		✓	8002	INSURED PARCEL ShareCall 0860 111 502 www.sapo.co.za PA 479 215 094 ZA CUSTOMER COPY 301012
19		R	MEGLIS (PTY) LTD	RYAN WINTLE	P. O. BOX 5144	WATERFRONT		✓	8002	INSURED PARCEL ShareCall 0860 111 502 www.sapo.co.za PA 479 215 117 ZA CUSTOMER COPY 301012
20	Mnr/Me	D	OKES	6 PAUL KRUGER STREET	DENNESIG			✓	7600	INSURED PARCEL ShareCall 0860 111 502 www.sapo.co.za PA 479 214 995 ZA CUSTOMER COPY 301012
21	Mnr/Me	EJ	Harbich	1 PAUL KRUGER STREET	P.O.Box 8457	Bachbrecht	Namibia	(1)	9000	INTERNATIONAL REGISTERED LETTER RJ 036 211 906 ZA www.sapo.co.za CUSTOMER COPY COR100063
22		EH	BESTER	3 PAUL KRUGER STREET	STELLENBOSCH			✓	7600	INSURED PARCEL ShareCall 0860 111 502 www.sapo.co.za PA 479 215 001 ZA CUSTOMER COPY 301012

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23			SCANDALS AFRICAN FOOTWEAR CC	5 PAUL KRUGER STREET	STELLENBOSCH			✓	7600	INSURED PARCEL ShareCall 0860 111 502 www.sapo.co.za PA 479 215 222 ZA CUSTOMER COPY 301012
24			JOZ INVESTMENT TRUST	PO BOX 7149	DROSTDY CENTRE	STELLENBOSCH		✓	7599	INSURED PARCEL ShareCall 0860 111 502 www.sapo.co.za PA 479 215 307 ZA CUSTOMER COPY 301012
25		JU	BELL	POSBUS 7149	DROSDY SENTRUM	STELLENBOSCH		✓	7599	INSURED PARCEL ShareCall 0860 111 502 www.sapo.co.za PA 479 215 182 ZA CUSTOMER COPY 301012
26		JU	BELL	POSBUS 7149	DROSDY SENTRUM	STELLENBOSCH		✓	7599	INSURED PARCEL ShareCall 0860 111 502 www.sapo.co.za PA 479 215 409 ZA CUSTOMER COPY 301012
27			FINE VISIONS INVESTMENTS 58 (PROPRIETARY) LIMITED	P.O. BOX 7149	DROSDY CENTRE	STELLENBOSCH		✓	7599	ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za PE 890 403 254 ZA CUSTOMER COPY 301016
28	Mnr/Me	A B	HAMMAN	ZWAANSWYKSTRAAT 7	KARINDAL	STELLENBOSCH		✓	7600	INSURED PARCEL ShareCall 0860 111 502 www.sapo.co.za PA 479 215 103 ZA CUSTOMER COPY 301012
29		JU	BELL	POSBUS 7149	DROSDY SENTRUM	STELLENBOSCH		✓	7599	INSURED PARCEL ShareCall 0860 111 502 www.sapo.co.za PA 479 215 240 ZA CUSTOMER COPY 301012
30		JU	BELL	POSBUS 7149	DROSDY SENTRUM	STELLENBOSCH		✓	7599	INSURED PARCEL ShareCall 0860 111 502 www.sapo.co.za PA 479 215 491 ZA CUSTOMER COPY 301012
31		JU	BELL	POSBUS 7149	DROSDY SENTRUM	STELLENBOSCH		✓	7599	INSURED PARCEL ShareCall 0860 111 502 www.sapo.co.za PA 479 215 284 ZA CUSTOMER COPY 301012
32		V	BELL	POSBUS 7149	STELLENBOSCH			✓	7599	INSURED PARCEL ShareCall 0860 111 502 www.sapo.co.za PA 479 215 426 ZA CUSTOMER COPY 301012
33			GROTEPASS TRUST	GROOTEPASS TRUST	POSBUS 233	DURBANVILLE		✓	7551	INSURED PARCEL ShareCall 0860 111 502 www.sapo.co.za PA 479 215 125 ZA CUSTOMER COPY 301012

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34			PV PROJECTS PTY LTD	40 SILVERBOOMKLOOF ROAD	SPANISH FARM	SOMERSET WEST		✓	7130	INSURED PARCEL ShareCall 0860 111 502 www.sapo.co.za PA 479 215 341 ZA CUSTOMER COPY 301012
35			PV PROJECTS PTY LTD	40 SILVERBOOMKLOOF ROAD	SPANISH FARM	SOMERSET WEST		✓	7130	INSURED PARCEL ShareCall 0860 111 502 www.sapo.co.za PA 479 215 369 ZA CUSTOMER COPY 301012
36		DJ+SD	WINTERBACH	POSBUS 1339	STELLENBOSCH			✓	7599	INSURED PARCEL ShareCall 0860 111 502 www.sapo.co.za PA 479 215 465 ZA CUSTOMER COPY 301012
37			SAPER INVESTMENTS (PTY) LTD	PRIVATE BAG X34	SUITE 203	SOMERSET WEST		✓	7129	INSURED PARCEL ShareCall 0860 111 502 www.sapo.co.za PA 479 215 488 ZA CUSTOMER COPY 301012
38	Mnr/Me	CV	SWART + IK BLUMER	10 DENNESIG STREET	STELLENBOSCH			✓	7600	INSURED PARCEL ShareCall 0860 111 502 www.sapo.co.za PA 479 215 205 ZA CUSTOMER COPY 301012
39			BLOUBERG TRUST	POSBUS 2243	DENNESIG			✓	7601	INSURED PARCEL ShareCall 0860 111 502 www.sapo.co.za PA 479 215 267 ZA CUSTOMER COPY 301012
40			ANDROB TRUST	PO BOX 735	NOORDHOEK			✓	7979	INSURED PARCEL ShareCall 0860 111 502 www.sapo.co.za PA 479 215 324 ZA CUSTOMER COPY 301012
41	Mev	JL	WICOMB	FISANTSTRAAT 3	ONDER PAPEGAAIBERG	STELLENBOSCH		✓	7600	INSURED PARCEL ShareCall 0860 111 502 www.sapo.co.za PA 479 215 443 ZA CUSTOMER COPY 301012
42	Mnr/Me	PA	LE ROUX	JAN SMUTSWEG 29	LADYSMITH			✓	3370	INSURED PARCEL ShareCall 0860 111 502 www.sapo.co.za PA 479 215 386 ZA CUSTOMER COPY 301012
43			STABILITAS BELEGGINGS BK	POSBUS 822	UITENHAGE			✓	6230	INSURED PARCEL ShareCall 0860 111 502 www.sapo.co.za PA 479 215 015 ZA CUSTOMER COPY 301012
44			RIBEIRO TRUST	PO BOX 750	STELLENBOSCH			✓	7599	INSURED PARCEL ShareCall 0860 111 502 www.sapo.co.za PA 479 215 077 ZA CUSTOMER COPY 301012

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45			USHER BELL TRUST	PO BOX 7149	DROSTDY CENTRE	STELLENBOSCH		✓	7599	INSURED PARCEL ShareCall 0860 111 502 www.sapo.co.za PA 479 215 085 ZA CUSTOMER COPY 301012
46			MUNISIPALITEIT STELLENBOSCH	POSBUS 17	STELLENBOSCH			✓	7599	INSURED PARCEL ShareCall 0860 111 502 www.sapo.co.za PA 479 215 029 ZA CUSTOMER COPY 301012
47		M	PHELPS	31 VAN PASSEL STREET	BOTHASIG			✓	7441	INSURED PARCEL ShareCall 0860 111 502 www.sapo.co.za PA 479 215 134 ZA CUSTOMER COPY 301012
48		RL	STEYN	1 SKADU AVENUE	STELLENBOSCH			✓	7600	INSURED PARCEL ShareCall 0860 111 502 www.sapo.co.za PA 479 215 196 ZA CUSTOMER COPY 301012
49		C	KUHN	POSBUS 1544	GANSBAAI			✓	7220	INSURED PARCEL ShareCall 0860 111 502 www.sapo.co.za PA 479 215 253 ZA CUSTOMER COPY 301012
50		IJ	KATZ	15A MILNER ROAD	SEA POINT			✓	8001	INSURED PARCEL ShareCall 0860 111 502 www.sapo.co.za PA 479 215 315 ZA CUSTOMER COPY 301012
51		JJ+SM	SIEBERHAGEN	VILJOENSTRAAT 77	ONRUSRIVIER	HERMANUS		✓	7201	INSURED PARCEL ShareCall 0860 111 502 www.sapo.co.za PA 479 215 372 ZA CUSTOMER COPY 301012
52		WL+B	HUMAN	POSBUS 750	SOMERSET WEST			✓	7137	INSURED PARCEL ShareCall 0860 111 502 www.sapo.co.za PA 479 215 430 ZA CUSTOMER COPY 301012
53		P+CC	DE VRIES EN ANDER	VAN RIEBEECKLAAN 8	KENRIDGE	DURBANVILLE		✓	7550	INSURED PARCEL ShareCall 0860 111 502 www.sapo.co.za PA 479 215 032 ZA CUSTOMER COPY 301012
54		HJ+LS	BEUKES	PO BOX 1208	PAARDEKRAAL			✓	1752	INSURED PARCEL ShareCall 0860 111 502 www.sapo.co.za PA 479 215 050 ZA CUSTOMER COPY 301012
55		MF	MOLLER	ERF 164 DE ZALZE	WINELANDS GOLF ESTATE	STELLENBOSCH		✓	7600	INSURED PARCEL ShareCall 0860 111 502 www.sapo.co.za PA 479 215 179 ZA CUSTOMER COPY 301012

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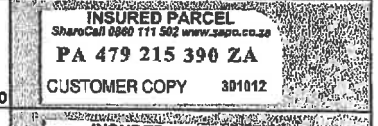
56		GJ+PS	BOLT+CRONJE	P.O.BOX 25705	MONUMENTPARK		✓		105	
57			BOTHMA DE KOCK FAMILIE TRUST	PO BOX 330	DE DOORNS		✓		6875	
58	Mnr/Me	JJ+JA	MURRAY	58 BURGUNDY BOULEVARD	ONVERWACHT WINE ESTATE	WELLINGTON	✓		7655	
59			HUCKLEBERRY FAMILY TRUST	PO BOX 10423	FOURWAYS EAST		✓		2055	
60		MP	VAN NIEKERK	33 LONGIFOLIA STREET	STELLENBOSCH		✓		7600	
61			DIE HERMAN HENDRIKSE FAMILIETRUST	C/O HERMAN HENDRIKSE	P.O.BOX 3011	TYGERVALLEI	✓		7536	
62		JH	DE VILLIERS	COMBRETUMSTRAAT 27	WELGEDACHT	BELLVILLE	✓		7530	
63		N	KOLATSIS	34 HELDERZICHT ROAD	SOMERSET WEST		✓		7130	
64			GC DE KLERK TRUST	POSBUS 371	STELLENBOSCH		✓		7599	
65		L	VAN AS	1 DENNESIG STREET	STELLENBOSCH		✓		7600	
66	Mnr/Me	M H P	MENDONCA	6 DENNESIG STREET	STELLENBOSCH		✓		7600	

67			USHER BELL TRUST	PO BOX 7149	DROSTDY CENTRE	STELLENBOSCH		✓	7599	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 004 979 662 ZA CUSTOMER COPY CON080012
68			USHER BELL TRUST	PO BOX 7149	DROSTDY CENTRE	STELLENBOSCH		✓	7599	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 004 979 680 ZA CUSTOMER COPY CON080012
69		CP	SCHEEPERS	AKKERHOF 1	BIRDSTRAAT	STELLENBOSCH		✓	7600	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 004 979 702 ZA CUSTOMER COPY CON080012
70			CH PAXTON+HG DU TOIT	PO BOX 31402	WAVERLEY			✓	135	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 004 979 720 ZA CUSTOMER COPY CON080012
71		D	ROUX	POSBUS 850	KATHU			✓	8446	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 004 979 747 ZA CUSTOMER COPY CON080012
72		R	FORSSMAN	PO BOX 783007	SANDTON			✓	2146	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 004 979 764 ZA CUSTOMER COPY CON080012
73		CC	DU TOIT	12 JOUBERT STREET	STELLENBOSCH			✓	7600	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 004 979 781 ZA CUSTOMER COPY CON080012
74		G	JANSE VAN RENSBURG	POSBUS 485			PIKETBERG	✓	7320	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 004 979 804 ZA CUSTOMER COPY CON080012
75		TSB	BOSCH	POSBUS 326	ST HELENABAAI			✓	7390	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 004 979 821 ZA CUSTOMER COPY CON080012
76		D	ROUX	POSBUS 850	KATHU			✓	8446	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 004 979 849 ZA CUSTOMER COPY CON080012
77	Mnr/Me	KG	CLARKE	3 COLLETTE CLOSE			CONSTANTIA	✓	7806	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 004 979 574 ZA CUSTOMER COPY CON080012

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78			GYS MULLER FAMILY TRUST	22 VAN DER GRAAFF STREET	WELGEMOED	BELLVILLE		✓	7530	CN 004 979 591 ZA
79			REDE TRUST	MARAISSTRAAT 1	BAILEY'S MUCKLENEUK	PRETORIA		✓	181	CN 004 979 614 ZA
80		HB+FE	KOTZE	20 RICHTER STREET	UITZICHT			✓ BURBANVILLE	7550	CN 004 979 631 ZA
81			JE KOCK+LE ANTHONY	AKKERHOF WOONSTEL 13	BIRDSTRAAT 65	DENNESIG	STELLENBOSCH	✓	7600	CN 004 979 659 ZA
82		I	DE WAAL	POSBUS 85	RAWSONVILLE			✓	6845	CN 004 979 676 ZA
83		JW	ROELOFSE	POSBUS 47	STELLENBOSCH			✓	7599	CN 004 979 693 ZA
84	Mnr/Me	WH+K	FOUCHE	POSBUS 10389			GEORGE	✓	6530	CN 004 979 716 ZA
85		D	ROUX	POSBUS 850	KATHU			✓	8446	CN 004 979 733 ZA
86			LAGERHUS (PTY) LTD	40 TYRONE AVENUE	PARKVIEW			✓	2193	CN 004 979 755 ZA
87			MA TREHEARN-TEMLETT+JM BRADLEY	PO BOX 711	CRAMERVIEW			✓	2060	CN 004 979 778 ZA
88		SA	OBERHOLZER	CONDESTRAAT 29	LACOLLINE	STELLENBOSCH		✓	7600	CN 004 979 795 ZA

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89			WAG+JAG NEL	19 KARL KIELBLOCK CRESCENT	GOEDEHOOP	STRAND		✓	7140	INTERNATIONAL ORDINARY … CN 004 979 818 ZA CUSTOMER COPY
90		CC	STRYDOM	WETHMARSTRAAT 31	MALMESBURY			✓	7300	INTERNATIONAL … CN 004 979 835 ZA CUSTOMER COPY
91		W+J	HAMILTON BUSH	275 JOHANNESBURG RD	LA ROCHELLE	JOHANNESBURG		✓	2190	INTERNATIONAL ORDINARY … CN 004 979 852 ZA CUSTOMER COPY
92		J+L	MALAN	PRIVATE BAG X20006	EMPANGENI			✓	3880	INTERNATIONAL ORDINARY PARCEL CN 007 632 355 ZA CUSTOMER COPY
93		SA	OBERHOLZER	CONDESTRAAT 29	LACOLLINE	STELLENBOSCH		✓	7600	INTERNATIONAL ORDINARY PARCEL CN 007 632 378 ZA CUSTOMER COPY
94		MD	HIBBERT	P/A MD HIBBERT	PO BOX 2698		GEORGE	✓	6530	INTERNATIONAL ORDINARY PARCEL CN 007 632 395 ZA CUSTOMER COPY
95			JAN VENTER FAMILIE TRUST	FARRADAY LODGE 011	RENAISSANCE WALK	GREENWICH PENINSULA	LONDON	(2)	SE 10 0QL	INTERNATIONAL REGISTERED LETTER … CUSTOMER COPY
96	Mev	I	ROGERS	45 VINEYARD ROAD			BERGVLIET	✓	7945	INTERNATIONAL ORDINARY PARCEL CN 007 632 435 ZA CUSTOMER COPY
97	Mnr/Me	CJ	VAN NIEKERK	POSBUS 3105	MATIELAND			✓	7602	INTERNATIONAL ORDINARY PARCEL CN 007 632 452 ZA CUSTOMER COPY
98		SM	FYNN	PO BOX 752290	GARDENVIEW			✓	2047	INTERNATIONAL ORDINARY PARCEL CN 007 632 470 ZA CUSTOMER COPY
99			POTGIETER-MODDERFONTEIN 1817 TRUST	POSBUS 2946	MOSSELBAAI			✓	6500	INTERNATIONAL ORDINARY PARCEL CN 007 632 497 ZA CUSTOMER COPY

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100		JF	MALAN	PO BOX 10005	DANA BAY			✓	6510	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 632 510 ZA CUSTOMER COPY CON000012
101	Mnr/Me	AS	GRAY	POSTNET SUITE 9	PRIVATE BAG X01	EDEN GLEN		✓	1613	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 632 537 ZA CUSTOMER COPY CON000012
102		P	POLLOCK	POSBUS 630	GEORGE			✓	6530	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 632 554 ZA CUSTOMER COPY CON000012
103		AM	VAN ZYL	POSBUS 82	SUTHERLAND			✓	6920	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 632 571 ZA CUSTOMER COPY CON000012
104		M	GELDENHUYS	10 SCHMIDT STREET	WELGEMOED			✓	7530	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 632 599 ZA CUSTOMER COPY CON000012
105	Mnr/Me	D	GROENEWALD	3 NASSAU AVENUE	SOMERSET WEST			✓	7130	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 632 611 ZA CUSTOMER COPY CON000012
106		A	BREDELL	POSBUS 8			FIRGROVE	✓	7110	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 632 639 ZA CUSTOMER COPY CON000012
107			GSMA PROP PTY LTD	POSBUS 1356	SEDGEFIELD			✓	6573	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 632 656 ZA CUSTOMER COPY CON000012
108		MH	CLAASSEN	13 SOHOTIA STREET	LOEVENSTEIN	BELLVILLE		✓	7530	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 632 673 ZA CUSTOMER COPY CON000012
109		HJ+J	SWANEPOEL	FLORIDASTRAAT 19	PARADYSKLOOF	STELLENBOSCH		✓	7600	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 632 695 ZA CUSTOMER COPY CON000012
110		IA	LORIMER	VLEISTRAAT 19	DURBANVILLE			✓	7550	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 632 713 ZA CUSTOMER COPY CON000012

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111			SMITHIE LUBBE FAMILIE TRUST	PPIC TRUST	14 RIDGEWORTH STREET	RIDGEWORTH	BELLVILLE	✓	7530	INTERNATIONAL ORDINARY PARCEL CN 007 632 735 ZA CUSTOMER COPY
112	Mnr/Me	C	BARAN	6 DAWN CRESCENT	DE WIJNLANDEN	STELLENBOSCH		✓	7600	INTERNATIONAL ORDINARY PARCEL CN 007 632 758 ZA CUSTOMER COPY
113		RM	VAN NIEKERK	POSBUS 3105	MATIELAND			✓	7602	INTERNATIONAL ORD... CN 004 979 870 ZA CUSTOMER COPY
114		H	COETZEE	GARDENIASTRAAT 11	SOMERSET WES			✓	7130	INTERNATIONAL ORDINARY ... CN 004 979 897 ZA CUSTOMER COPY
115			RETIEF PIENAAR FAMILIETRUST	TIGER VILLAS 35	OLD OAK WEG		KENRIDGE	✓	7550	INTERNATIONAL OR... CN 004 979 910 ZA CUSTOMER COPY
116		M	BOTHA	POSBUS 2621	PAARL			✓	7620	INTERNATIONAL ORDINARY ... CN 004 979 937 ZA CUSTOMER COPY
117		ER	SAYER	PRIVATE BAG X19	918 HELDERBERG VILLAGE	SOMERSET WEST		✓	7129	INTERNATIONAL ORDINARY ... CN 004 979 954 ZA CUSTOMER COPY
118			POTGIETER-MODDERFONTEIN 1817 TRUST	POSBUS 2346	MOSSELBAAI			✓	6500	INTERNATIONAL ORDINARY ... CN 004 979 971 ZA CUSTOMER COPY
119		C	HENDRICKS	60 VOLENDAM ESTATE	WELLINGTON			✓	7655	INTERNATIONAL ORD... CN 004 979 999 ZA CUSTOMER COPY
120		A	TRUTER	POSBUS 10	DARLING			✓	7345	INTERNATIONAL ORDINARY ... CN 004 980 011 ZA CUSTOMER COPY
121			CS MULLER TRUST	ROWANSTRAAT 46	STELLENBOSCH			✓	7600	INTERNATIONAL ORDINARY ... CN 004 980 039 ZA CUSTOMER COPY

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122		M	SCHOOMBEE	13 PETUNIA CRESCENT	WELGEDACHT ESTATE	BELLVILLE		✓	7530	INTERNATIONAL ORDINARY CN 004 980 056 ZA CUSTOMER COPY
123			MARA TRUST	DAWN CRESCENT 16	DE WIJNLANDEN	STELLENBOSCH		✓	7602	INTERNATIONAL ORDINARY CN 004 980 073 ZA CUSTOMER COPY
124		HL	FOUCHE	ST FRANCISSTRAAT 17	JEFFREYSBAAI			✓	6330	INTERNATIONAL ORDINARY CN 004 980 095 ZA CUSTOMER COPY
125		CC	STRYDOM	WETHMARSTRAAT 31	MALMESBURY			✓	7300	INTERNATIONAL ORDINARY PARCEL CN 007 632 347 ZA CUSTOMER COPY
126		E	WATERSON	POSBUS 10694	DANABAAI			✓	6510	INTERNATIONAL ORDINARY PARCEL CN 007 632 364 ZA CUSTOMER COPY
127	Mnr/Me	C+M	OLIVIER	POSBUS 193			DE DOORNS	✓	6875	INTERNATIONAL ORDINARY PARCEL CN 007 632 381 ZA CUSTOMER COPY
128		HBE	HALBICH	POSBUS 6015			UNIEDAL	✓	7612	INTERNATIONAL ORDINARY PARCEL CN 007 632 404 ZA CUSTOMER COPY
129		D	ROUX	POSBUS 850	KATHU			✓	8446	INTERNATIONAL ORDINARY PARCEL CN 007 632 421 ZA CUSTOMER COPY
130		AJ	MULLER	P.O.BOX 56			LOERIESFONTEIN	✓	8185	INTERNATIONAL ORDINARY PARCEL CN 007 632 449 ZA CUSTOMER COPY
131			FOURIE	POSBUS 615			CALEDON	✓	7230	INTERNATIONAL ORDINARY PARCEL CN 007 632 466 ZA CUSTOMER COPY
132		EB	BARNARD	PO BOX 466	KENTON ON SEA			✓	6190	INTERNATIONAL ORDINARY PARCEL CN 007 632 483 ZA CUSTOMER COPY

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133		RJ	JANSEN VAN VUUREN	POSBUS 10			LUTZVILLE	✓	8165	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 632 506 ZA CUSTOMER COPY CON000012
134		PJ+LD	ELOFF	PO BOX 1690	DURBANVILLE			✓	7551	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 632 523 ZA CUSTOMER COPY CON000012
135		BG	LOUW	5 FLAMINGO ROAD	ONDERPAPPEGAAIBERG		STELLENBOSCH	✓	7600	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 632 545 ZA CUSTOMER COPY CON000012
136		AM	VAN ZYL	POSBUS 82	SUTHERLAND			✓	6920	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 632 568 ZA CUSTOMER COPY CON000012
137		Z	LEERINK	30 STONE CLOSE	STONEHURST MOUNTAIN ESTATE	WESTLAKE DRIVE	WESTLAKE	✓	7945	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 632 585 ZA CUSTOMER COPY CON000012
138		JJ	BASSON	SAUERSTRAAT 18	CALEDON			✓	7230	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 632 608 ZA CUSTOMER COPY CON000012
139			UMBUMBANE POWER AND ELECTRICAL CC	55 KOMMISSIE STREET	VRYHEID			✓	3100	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 632 625 ZA CUSTOMER COPY CON000012
140			HF DE N +AP WELMAN	PRIVAATSAK X36	WELKOM			✓	9460	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 632 642 ZA CUSTOMER COPY CON000012
141		RB	DOHERTY-BIGARA	P O BOX 23184	CLAREMONT			✓	7735	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 632 660 ZA CUSTOMER COPY CON000012
142		KM	MALAN	PO BOX 10005	DANA BAY			✓	6510	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 632 687 ZA CUSTOMER COPY CON000012
143		F	ESSOP AHMED	5 STELLENVALE	97 WILLIAM CAMPBELL DRIVE	LA LUCIA	DURBAN NORTH	✓	4051	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 632 700 ZA CUSTOMER COPY CON000012

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144		JL	DU TOIT	POSBUS 1066	STRAND			✓	7139	INTERNATIONAL ORDINARY PARCEL CN 007 632 727 ZA CUSTOMER COPY
145		SM	JOSEPH-MALHERBE	POSTNET SUITE 219	PRIVATE BAG X5061	STELLENBOSCH		✓	7599	INTERNATIONAL ORDINARY PARCEL CN 007 632 744 ZA CUSTOMER COPY
146		MDE	THEART	CALEDONSTRAAT 8	VYGEBOOM	DURBANVILLE		✓	7550	INTERNATIONAL ORDINARY PARCEL CN 004 979 866 ZA CUSTOMER COPY
147		JL	DU TOIT	DE MARDTSTRAAT 6	STRAND			✓	7140	INTERNATIONAL ORDINARY PARCEL CN 004 979 883 ZA CUSTOMER COPY
148			LAGERHUS (PTY) LTD	40 TYRONE AVENUE	PARKVIEW			✓	2193	INTERNATIONAL ORDINARY PARCEL CN 004 979 906 ZA CUSTOMER COPY
149			MCBUYS TRUST	POSBUS 7352	STELLENBOSCH			✓	7599	INTERNATIONAL ORDINARY PARCEL CN 004 979 923 ZA CUSTOMER COPY
150			DAG TRUST SHOP 1	ICE GROUP	P O BOX 1		STELLENBOSCH	✓	7599	INTERNATIONAL ORDINARY PARCEL CN 004 979 945 ZA CUSTOMER COPY
151			ANICOL PROPERTIES (PTY) LTD	PO BOX 576	DURBANVILLE			✓	7551	INTERNATIONAL ORDINARY PARCEL CN 004 979 968 ZA CUSTOMER COPY
152			ANICOL PROPERTIES (PTY) LTD	PO BOX 576	DURBANVILLE			✓	7551	INTERNATIONAL ORDINARY PARCEL CN 004 979 985 ZA CUSTOMER COPY
153			Y D PRAG FAMILY TRUST	VICTORIA CASH STORE	36 VICTORIA ROAD	SOMERSET WEST		✓	7130	INTERNATIONAL ORDINARY PARCEL CN 004 980 008 ZA CUSTOMER COPY
154		PJ	KOOPMAN	UNIT 20206	BEL AIRE WINELANDS ESTATE	SOMERSET WEST		✓	7130	INTERNATIONAL ORDINARY PARCEL CN 004 980 025 ZA CUSTOMER COPY

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155	PROF	BW	VAN WILGEN	P O BOX 6041	UNIEDAL			✓	7612	INTERNATIONAL ORDINARY PARCEL CN 004 980 042 ZA CUSTOMER COPY
156			FINANCIALS MARITZ CC	P O BOX 1002	STELLENBOSCH			✓	7599	INTERNATIONAL ORDINARY PARCEL CN 004 980 060 ZA CUSTOMER COPY
157			THE ROMAN CATHOLIC CHURCH	SAINT NICHOLAS	16 PAUL KRUGER STREET	STELLENBOSCH		✓	7600	INTERNATIONAL ORDINARY PARCEL CN 004 980 087 ZA CUSTOMER COPY
158			A C V V STELLENBOSCH TAK	POSBUS 2088	STELLENBOSCH			✓	7599	INTERNATIONAL ORDINARY PARCEL CN 007 627 735 ZA CUSTOMER COPY
159	Mnr/Me	PA+JC	SPENDER	3 WATERSMEET ROAD	SOMERSET WEST			✓	7130	INTERNATIONAL ORDINARY PARCEL CN 007 627 758 ZA CUSTOMER COPY
160		TJ	ROUX	JORGENSENSLAAN 21	DOORDEKAARL	BELLVILLE		✓	7530	INTERNATIONAL ORDINARY PARCEL CN 007 627 775 ZA CUSTOMER COPY
161		I	DU TOIT	FORTSTRAAT 13	HOPEFIELD			✓	7355	INTERNATIONAL ORDINARY PARCEL CN 007 627 792 ZA CUSTOMER COPY
162		A+N	VAN STADEN	VOORTREKKERSTRAAT 37	BEAUFORT-WES			✓	6970	INTERNATIONAL ORDINARY PARCEL CN 007 627 815 ZA CUSTOMER COPY
163		M	SHAER	P.O.BOX 21	ZASTRON			✓	9950	INTERNATIONAL ORDINARY PARCEL CN 007 627 832 ZA CUSTOMER COPY
164		I	ENGELMOHR	P O BOX 247	BELLVILLE			✓	7535	INTERNATIONAL ORDINARY PARCEL CN 007 627 850 ZA CUSTOMER COPY
165			CED TRUST	PO BOX 47	RIVIERSONDEREND			✓	7250	INTERNATIONAL ORDINARY PARCEL CN 007 627 877 ZA CUSTOMER COPY

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166	Mnr	JH	KRIGE	COMPANIESTRAAT 33	SOMERSET-WES			✓	7130	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 627 894 ZA CUSTOMER COPY CON080012
167	Mnr	DC	MALHERBE	POSTNET SUITE 219	PRIVATE BAG X5061		STELLENBOSCH	✓	7599	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 627 917 ZA CUSTOMER COPY CON080012
168	Mnr/Me	JC	CARSTENS	BELCANTO 7	PEEKASTRAAT 4	DIE BOORD	STELLENBOSCH	✓	7600	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 627 934 ZA CUSTOMER COPY CON080012
169		KR	TULSI	C/O MR/MS KR & J TULSI	APARTMENT 4	DERMONT	STELLENBOSCH	✓	7600	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 627 951 ZA CUSTOMER COPY CON080012
170			PAMUSHANA TRUST	POSBUS 1657	WORCESTER			✓	6849	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 627 979 ZA CUSTOMER COPY CON080012
171			STANDER BELEGGINGS TRUST	POSTNET SUITE 91	PRIVAATSAK X9910	WHITE RIVER		✓	1240	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 627 996 ZA CUSTOMER COPY CON080012
172			STANDER BELEGGINGS TRUST	POSTNET SUITE 91	PRIVATE BAG X9910		WHITE RIVER	✓	1240	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 628 016 ZA CUSTOMER COPY CON080012
173			UDO HELLBERG FAMILY TRUST	PO BOX 105	VRYHEID			✓	3100	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 628 033 ZA CUSTOMER COPY CON080012
174		H	ROOSTEE	P.O.BOX 22682	WINDHOEK	NAMIBIA		(3)	0	INTERNATIONAL REGISTERED LETTER ShareCall 0860 111 502 www.sapo.co.za RJ 036 221 777 ZA CUSTOMER COPY CON100083
175		JH	HOFMEYR + RD DE VILLIERS	107 HOLE IN THE WALL CENTRE	MAIN ROAD	SOMERSET WEST		✓	7130	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 628 078 ZA CUSTOMER COPY CON080012
176		M	MUNSTERMANN	110 DERMONT	MOLTENO ROAD	STELLENBOSCH		✓	7600	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 628 095 ZA CUSTOMER COPY CON080012

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177	Mev	K	BESTER	JADESTRAAT 8	HELDERVUE		SOMERSET WES	✓	7130	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 628 118 ZA CUSTOMER COPY CON000012
178		MP	VERMEULEN	118 EPIRUS ROAD	LONDON	SW6 7UR	UNITED KINGDOM	(4)	WTT3NT	INTERNATIONAL REGISTERED LETTER ShareCall 0860 111 502 www.sapo.co.za RJ 036 221 896 ZA CUSTOMER COPY CON100063
179			WESDRI TRUST	POSBUS 478	GROOTBRAKRIVIER			✓	6525	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 628 152 ZA CUSTOMER COPY CON000012
180		CH	PIEPER	PO BOX 8020	BACHBRECHT	WINDHOEK	NAMIBIA	(5)	9000	INTERNATIONAL REGISTERED LETTER ShareCall 0860 111 502 www.sapo.co.za RJ 036 221 750 ZA CUSTOMER COPY CON100063
181			CLUSHAW BUSINESS TRUST	C/O PW WINSHAW	89 DORP STREET		STELLENBOSCH	✓	7600	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 628 197 ZA CUSTOMER COPY CON000012
182			SUNSHINE STREET INVESTMENTS 56 (PTY) LT	PO BOX 92462	GLENSTANTIA			✓	10	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 628 210 ZA CUSTOMER COPY CON000012
183		M	ZIETSMAN	8 BINNEKRING	DALSIG	STELLENBOSCH		✓	7600	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 628 237 ZA CUSTOMER COPY CON000012
184			PAMUSHANA TRUST	POSBUS 1657	WORCESTER			✓	6849	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 623 254 ZA CUSTOMER COPY CON000012
185		CH	VAN NIEKERK	NEELSIE EIENDOMME	LANGENHOVEN STUDENTESENTRUM	KANTOOR GG7B	STELLENBOSCH	✓	7600	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 628 271 ZA CUSTOMER COPY CON000012
186		KA+L	SNYMAN	135 HIGH CAPE 2	BEM AVENUE	DEVIL'S PEAK	CAPE TOWN	✓	8001	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 628 299 ZA CUSTOMER COPY CON000012
187		G	POTGIETER	AZALEASTRAAT 51	VREDEKLOOF HOOGTE	BRACKENFELL		✓	7560	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 628 311 ZA CUSTOMER COPY CON000012

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188			BASFOUR 528 (PTY) LTD	POSBUS 58	NIEUWOUDTVILLE			✓	8180	
189			UDO HELLBERG FAMILY TRUST	PO BOX 105	VRYHEID			✓	9100	
190		NA	KOTZE	180 JACK NICKLAUS DRIVE	PECANWOOD GOLF ESTATE	HARTBEESPOORT		✓	216	
191			CERES KLEINKINDER TRUST	JORGENSENSLAAN 21	DOORDEKRAAL	BELLVILLE		✓	7530	
192			E ROUX FAMILY TRUST	21 JORGENSENS AVENUE	DOORDEKRAAL	BELLVILLE		✓	7530	
193		E	JOUBERT	PO BOX 64	CLANWILLIAM			✓	8135	
194	Mnr	HW	MOSTERT	34 OCEAN VIEW			SOMERSET WEST	✓	7130	
195			FANTASTIC INVESTMENTS 357	P/A DR JOHANN VAN DER MERWE	P.O.BOX 768	STELLENBOSCH		✓	7599	
196		K	JACK	PO BOX 1044	SEA POINT				8060	
197		AW	SUNDSTROM	OFFICE GO 2	NEELSIE STUDENT CENTER	DE BEER STREET	STELLENBOSCH	✓	7600	
198		E	JOUBERT	PO BOX 64	CLANWILLIAM			✓	8135	

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199			MARITE PROPERTY MANAGEMENT	PO BOX 856		STELLENBOSCH		✓	7599	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 627 829 ZA CUSTOMER COPY CON000012
200			HEUER BATES TRUST	POSBUS 405	STELLENBOSCH			✓	7599	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 627 846 ZA CUSTOMER COPY CON000012
201			MARITE PROPERTY MANAGEMENT	PO BOX 856		STELLENBOSCH		✓	7599	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 627 863 ZA CUSTOMER COPY CON000012
202		AD	LOCKINTON	16 DIGTEBY ESTATE	VLOTTENBERG ROAD	STELLENBOSCH		✓	7604	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 627 885 ZA CUSTOMER COPY CON000012
203		G	LAUBSCHER	PO BOX 12319	DIE BOORD	STELLENBOSCH		✓	7613	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 627 903 ZA CUSTOMER COPY CON000012
204			GERT EN LINE TRUST	PO BOX 12086	DIE BOORD	STELLENBOSCH		✓	7613	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 627 925 ZA CUSTOMER COPY CON000012
205		CLIVE	LAUBSCHER	PO BOX 12319	DIE BOORD	STELLENBOSCH		✓	7613	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 627 948 ZA CUSTOMER COPY CON000012
206		AD	LOCKINTON	16 DIGTEBY ESTATE	VLOTTENBERG ROAD	STELLENBOSCH		✓	7604	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 627 965 ZA CUSTOMER COPY CON000012
207			ORTHOPAEDIC ENGINEERING CC	PO BOX 15663	PANORAMA			✓	7506	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 627 982 ZA CUSTOMER COPY CON000012
208			KLEIN WATERVAL-RIVERSIDE LODGE CC	P O BOX 166	GROOT DRAKENSTEIN			✓	7680	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 628 002 ZA CUSTOMER COPY CON000012
209			BOWICK BELEGGINGS TRUST	SUITE 195	PRIVATE BAG X 4	DIE BOORD		✓	7613	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 628 020 ZA CUSTOMER COPY CON000012

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210			CCSI FAMILIETRUST	PO BOX 440	STELLENBOSCH			✓	7599	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 628 047 ZA CUSTOMER COPY CON080012
211			STELLENTIA GEBOU EDMS BPK	7 CROZIER STREET	STELLENBOSCH			✓	7600	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 628 064 ZA CUSTOMER COPY CON080012
212			LLOYD BROERS CC	PO BOX 12469	DIE BOORD			✓	7613	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 628 081 ZA CUSTOMER COPY CON080012
213			SCHOONGEZICHT REGSPERSOON	P/A MARITE PROPERTY MANAGEMENT	POSBUS 856	STELLENBOSCH		✓	7599	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 628 104 ZA CUSTOMER COPY CON080012
214			REGSPERSOON MOLTENO PARK 2	JPS TRUST	POSBUS 3075	MATIELAND		✓	7602	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 628 121 ZA CUSTOMER COPY CON080012
215			ANNERINE SMIT BELEGGINGS (PTY) LTD	PO BOX 5562	HELDERBERG			✓	7135	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 628 149 ZA CUSTOMER COPY CON080012
216	Mnr	PNJ	ROETS	P.O.BOX 162	KIRKWOOD			✓	6120	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 628 166 ZA CUSTOMER COPY CON080012
217			NICO PRETORIUS FAMILIE TRUST	POSBUS 930052	ELDOPARK			✓	166	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 628 183 ZA CUSTOMER COPY CON080012
218			JOHAN KRUGER TRUST	PO BOX 4180	TYGER VALLEY			✓	7536	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 628 206 ZA CUSTOMER COPY CON080012
219			CARNUS EIENDOMME CC	POSBUS 120	SPRINGBOK			✓	8240	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 628 223 ZA CUSTOMER COPY CON080012
220			ROY COWLEY TRUST	PO BOX 3330	PAARL			✓	7620	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 628 245 ZA CUSTOMER COPY CON080012

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221	Mnr	NJ	ROSSOUW	12 SEWENDE STREET	VOELKLIP		HERMANUS	✓	7200	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 628 268 ZA CUSTOMER COPY CON060012
222			HESTERMANN FAMILIETRUST	POSBUS 76	OTTERY			✓	7808	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 628 285 ZA CUSTOMER COPY CON060012
223		CN	KEMPFF	POSBUS 11202	UNIVERSITAS			✓	9321	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 628 308 ZA CUSTOMER COPY CON060012
224			WILLIE MARAIS +ANDRE LAUBSCHER FAM TRUST	10 ORANJE STREET			CERES	✓	6835	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 628 325 ZA CUSTOMER COPY CON060012
225	Mnr	DF	WOODLAND	CURLEW WAY	33 MOUNT VILLA	SOMERSET RIDGE	SOMERSET WEST	✓	7130	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 628 342 ZA CUSTOMER COPY CON060012
226		G	BOGNER	95 BAY BEACH AVENUE	SUNSET BEACH	MILNERTON		✓	7441	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 628 360 ZA CUSTOMER COPY CON060012
227		GC	DU TOIT	P O BOX 25			KOUE BOKKEVELD	✓	6836	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 628 387 ZA CUSTOMER COPY CON060012
228			T PILLAY+R ELLEMDEEN-PILLAY	13 MARTINDALE AVENUE	PINELANDS			✓	7405	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 628 400 ZA CUSTOMER COPY CON060012
229		LJ	VAN DER WALT	PO BOX 51436	WEST BEACH			✓	7449	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 628 427 ZA CUSTOMER COPY CON060012
230			RYLEY TRUST	3 ABELIA STREET			WELGEDACHT	✓	7530	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 631 995 ZA CUSTOMER COPY CON060012
231			DANIEL JACOBUS FAMILY TRUST	78 WINTERHOEK DRIVE	UITENHAGE			✓	6229	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 632 015 ZA CUSTOMER COPY CON060012

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232		CW+KB	TURNER	HOUSE ON FARM 487A SUB4B	LEOPARDS HILL ROAD	LUZAKA	ZAMBIA	(6)	0	INTERNATIONAL REGISTERED LETTER ShareCall 0860 111 502 www.sapo.co.za RJ 036 221 879 ZA CUSTOMER COPY CON100063
233		M+A	ERASMUS	PO BOX 861	MALMESBURY			✓	7299	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 632 055 ZA CUSTOMER COPY CON080012
234		BD+ER	BRADFORD	POSTNET SUITE 1307	PRIVATE BAG X153	BRYANSTON		✓	2021	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 632 072 ZA CUSTOMER COPY CON080012
235	Mev	A	VAN DER WESTHUIZEN	11 VAN RIEBEECK STREET			LAMBERTS BAY	✓	8130	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 632 090 ZA CUSTOMER COPY CON080012
236			JOHAN CRONJE TRUST	PO BOX 3199			GEORGE INDUSTRIA	✓	6536	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 632 112 ZA CUSTOMER COPY CON080012
237			ANEAL PROPERTIES CC	12B PINEWOOD ROAD	SOMERSET WEST			✓	7130	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 632 130 ZA CUSTOMER COPY CON080012
238	Mnr/Me	BW+A	OLIVIER	CAMERONIANS LAAN 2			BELLVILLE	✓	7530	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 632 157 ZA CUSTOMER COPY CON080012
239	Mev	WRC	BYKER	78 SMART STREET			GOODWOOD	✓	7460	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 630 377 ZA CUSTOMER COPY CON080012
240		S+J	TOUFFIE	3 BERYL ROAD	GRASSY PARK			✓	7941	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 630 394 ZA CUSTOMER COPY CON080012
241		A	LATEGAN	POSBUS 809	KUILSRIVIER			✓	7579	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 630 417 ZA CUSTOMER COPY CON080012
242			ROYMAR PROPERTIES (PTY) LTD	PO BOX 3330	PAARL			✓	7620	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 630 434 ZA CUSTOMER COPY CON080012

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243		T	VAN HEERDEN	29 BOSCHENPARK ESTATE	HOFFMAN STREET	STELLENBOSCH		✓	7600	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 630 451 ZA CUSTOMER COPY CON080012
244			MARLYN FAMILY TRUST	36 GREY AVENUE	FLAMINGO VILLAGE	MILNERTON		✓	7441	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 630 479 ZA CUSTOMER COPY CON080012
245			PS TRUST	24 RUGBY ROAD	ORANJEZICHT		CAPE TOWN	✓	8001	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 630 496 ZA CUSTOMER COPY CON080012
246			MASKE EIENDOMS TRUST	1 LATERNHOF	MAIN ROAD		FRANSCHHOEK	✓	7690	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 630 519 ZA CUSTOMER COPY CON080012
247		AN	PHILIP	C/O LYNETTE BARNARDO	FANTASTIC INVESTMENTS	36 GREY AVENUE	FLAMINGO VLEI	TABLE VIEW	7441	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 630 536 ZA CUSTOMER COPY CON080012
248	Mnr/Me	FR+JM	KIRSTEN	POSBUS 606	POSTMASBURG			✓	8420	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 630 553 ZA CUSTOMER COPY CON080012
249			EUGENE HOPE FAMILY TRUST	P.O.BOX 255	TABLE VIEW			✓	7439	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 630 575 ZA CUSTOMER COPY CON080012
250		CJ	NIEUWOUDT	POSBUS 935	CLANWILLIAM			✓	8135	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 630 598 ZA CUSTOMER COPY CON080012
251			J.M.J.W TRUST	LA TERRA DE LUC	P O BOX 220		FRANSCHHOEK	✓	7690	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 630 615 ZA CUSTOMER COPY CON080012
252			WOLMARANS TRUST	ROOM 209	N1 CITY MEDICAL CHAMBERS	GOODWOOD		✓	7460	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 630 638 ZA CUSTOMER COPY CON080012
253	Mnr	PB	VAN DER MERWE	5 VYGEBOOM CLOSE			DURBANVILLE	✓	7550	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 630 655 ZA CUSTOMER COPY CON080012

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254		H	BASSON	POSBUS 544	VILLIERSDORP			✓	6848	
255		JM	WEIDEMAN	WELGEMOED GREENS 34	STURKESTRAAT	WELGEMOED	BELLVILLE	✓	7530	
256			CARR FAMILIE TRUST	POSBUS 6	UPINGTON			✓	8800	
257			F BECKER FAMILY TRUST	PO BOX 244	MALMESBURY			✓	7299	
258			LGSM SWEDEN AB	14 FORMOSA STREET	DIE BOORD	STELLENBOSCH		✓	7600	
259	Mnr	DJ	LIEBENBERG	POSBUS 5079	HELDERBERG			✓	7135	
260	Mnr	J	ROUX	6 GOUSBLOM CLOSE	PLATTEKLOOF			✓	7500	
261			KINGDOM LIFE TRUST	12 MEEZENDAL STREET	DE BRON		BELLVILLE	✓	7530	
262			M+M BURGER TRUST	PO BOX 920	VREDENDAL			✓	8160	
263		CD	VILJOEN	P O BOX 435			OSTMASBURG	✓	8420	
264			JACQUES+KARL PRINS TRUST	20 FOREST ROAD	ORANJEZICHT		CAPE TOWN	✓	8001	

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265			BOSTELPARK CC	C/O MR JC ZANDBERG	PO BOX 650		SPRINGBOK	✓	8240	INTERNATIONAL ORDINARY PARCEL CN 007 630 893 ZA CUSTOMER COPY
266		JP	SCHOLTZ	OTTO DU PLESSISWRG 20	HELDERRAND	SOMERSET WES		✓	7130	INTERNATIONAL ORDINARY PARCEL CN 007 630 916 ZA CUSTOMER COPY
267		HL	FOUCHE	ST FRANCISSTRAAT 17	JEFFREYSBAAI			✓	6330	INTERNATIONAL ORDINARY PARCEL CN 007 630 933 ZA CUSTOMER COPY
268		E	VAN DER MERWE	PO BOX 61185	BLUEWATER BAY			✓	6212	INTERNATIONAL ORDINARY PARCEL CN 007 630 955 ZA CUSTOMER COPY
269		MJ+A	OOSTHUIZEN	PO BOX 767			WOLMARANSSTAD	✓	2630	INTERNATIONAL ORDINARY PARCEL CN 007 630 978 ZA CUSTOMER COPY
270	Mnr	RF	VAN ZYL	2 KOTZE STREET			WORCESTER	✓	6850	INTERNATIONAL ORDINARY PARCEL CN 007 630 995 ZA CUSTOMER COPY
271		MJ+A	OOSTHUIZEN	PO BOX 767			WOLMARANSSTAD	✓	2630	INTERNATIONAL ORDINARY PARCEL CN 007 631 015 ZA CUSTOMER COPY
272		T	DE JAGER	PO BOX 371	KLOOF			✓	3640	INTERNATIONAL ORDINARY PARCEL CN 007 631 032 ZA CUSTOMER COPY
273		WF+SE	JANSE VAN VUUREN	BOSCHEN PARK 59	DENNESIG STREET	STELLENBOSCH		✓	7600	INTERNATIONAL ORDINARY PARCEL CN 007 631 050 ZA CUSTOMER COPY
274		GJ	VERREYNNE	PO BOX 390	KURUMAN			✓	8460	INTERNATIONAL ORDINARY PARCEL CN 007 631 077 ZA CUSTOMER COPY
275			KAYPEGA PROPERTIES (PTY) LTD	C/O FRIEDBERG MILLER GRUFT INC	PO BOX 221		CAPE TOWN	✓	8000	INTERNATIONAL ORDINARY PARCEL CN 007 631 094 ZA CUSTOMER COPY

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276		MA+M	ENGELBRECHT	POSBUS 12165			LUMIER	✓	1905	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 631 117 ZA CUSTOMER COPY CON080012
277			CRANE TRUST	58 UPPER MOUNTAIN RD	SOMERSET WEST			✓	7130	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 631 134 ZA CUSTOMER COPY CON080012
278			JOHANN KRUGER TRUST	PO BOX 4180	TYGER VALLEY			✓	7536	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 631 151 ZA CUSTOMER COPY CON080012
279		CB	DE VRIES	24 CAROB CRESCENT	LOEVENSTEIN	BELLVILLE		✓	7530	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 631 179 ZA CUSTOMER COPY CON080012
280		JH	NIEUWOUDT	PO BOX 335	CLANWILLIAM			✓	8135	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 631 196 ZA CUSTOMER COPY CON080012
281			MONEYMINE 42 (PTY) LTD	PO BOX 84			MOSSEL BAY	✓	6500	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 631 219 ZA CUSTOMER COPY CON080012
282		HC	HUSSELMANN	POSBUS 231	AGGENEYS			✓	8893	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 631 236 ZA CUSTOMER COPY CON080012
283		G+R	SHEWARD	CORALIS 29 AZURI VILLAGE	HAUTE RIVE	31201 ROCHES NOIRES	RIVIERE DU REMPART	(7)	0	INTERNATIONAL REGISTERED LETTER ShareCall 0860 111 502 www.sapo.co.za RJ 037 428 747 ZA CUSTOMER COPY CON100063
284			JAN ENSUN CAPITAL (PTY) LTD	PO BOX 12771	CENTRAHIL			✓	8006	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 631 253 ZA CUSTOMER COPY CON080012
285			OVERBERG TRUST	16TH FLOOR	HUGENOT CHAMBERS	QUEEN VICTORIA	CAPE TOWN	✓	8000	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 631 275 ZA CUSTOMER COPY CON080012
286	Mnr/Me	A	BLOM	BOSCHENPARK 72	HOFMANSTRAAT	STELLENBOSCH		✓	7600	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 631 298 ZA CUSTOMER COPY CON080012

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287			CARR FAMILIE TRUST	POSBUS 6	UPINGTON			✓	8800	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 631 315 ZA CUSTOMER COPY CON080012
288			BARBARA DU TOIT FAMILY TRUST	PO BOX 62			WORCESTER	✓	6849	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 631 338 ZA CUSTOMER COPY CON080012
289			GE BLUMBERG-TOBERGTE+PB TOBERGTE	4 GOVERNORS WALK	KLEINLEEUKOP ESTATE	HOUT BAY		✓	7806	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 631 355 ZA CUSTOMER COPY CON080012
290		CJ	MULLER	POSBUS 188	STELLENBOSCH			✓	7600	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 631 372 ZA CUSTOMER COPY CON080012
291		BU+AR	METH	PRIVATE BAG #384	FRANSCHHOEK			✓	7690	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 631 390 ZA CUSTOMER COPY CON080012
292			MCCLARTY FAMILY TRUST	3 SUNNINGDALE ROAD			KENILWORTH	✓	7708	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 631 412 ZA CUSTOMER COPY CON080012
293		KG	FEATHERSTONE	5 LIBERTAS AVENUE	TABLE VIEW			✓	7441	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 631 430 ZA CUSTOMER COPY CON080012
294			MARIUS DE WET TRUST	POSBUS 12446	DIE BOORD			✓	7613	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 631 457 ZA CUSTOMER COPY CON080012
295		BEH	TAYLOR	PO BOX 92	SIMONDIUM			✓	7670	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 631 474 ZA CUSTOMER COPY CON080012
296			ZLOTE PROPERTY CC	PO BOX 16424	LYTTELTON			✓	140	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 631 491 ZA CUSTOMER COPY CON080012
297		BA	GOUS	58 UPPER MOUNTAIN ROAD			SOMERSET WEST	✓	7130	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 630 363 ZA CUSTOMER COPY CON080012

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298		GE	STARK	PO BOX 237	BEDFORDVIEW			✓	2008	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 630 385 ZA CUSTOMER COPY CON080012
299			MARLYN FAMILY TRUST	36 GREY AVENUE	FLAMINGO VILLAGE	MILNERTON		✓	7441	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 630 403 ZA CUSTOMER COPY CON080012
300		FP+MA	MARAIS	29 MONTPELLIER STREET	UITSIG	WELLINGTON		✓	7655	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 630 425 ZA CUSTOMER COPY CON080012
301		HF	KOTZE	PO BOX 678	BELLVILLE			✓	7535	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 630 448 ZA CUSTOMER COPY CON080012
302		PLF	MOUTON	PO BOX 7098			STELLENBOSCH	✓	7599	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 630 465 ZA CUSTOMER COPY CON080012
303			LETS TRADE 1203 CC	111 GEORGE STREET	KIMBERLEY			✓	8301	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 630 482 ZA CUSTOMER COPY CON080012
304			CEW FAMILY TRUST	PO BOX 1223			UPINGTON	✓	8800	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 630 505 ZA CUSTOMER COPY CON080012
305			KAYPEGA PROPERTIES (PTY) LTD	52 AVE DES HUGUENOTS			FRESNAYE	✓	8005	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 630 522 ZA CUSTOMER COPY CON080012
306			MOOIWATER TRUST	PO BOX 265	OLIFANTSHOEK			✓	8450	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 630 540 ZA CUSTOMER COPY CON080012
307			PC JANG+YF CHANG	PO BOX 20159	NEWCASTLE			✓	2940	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 630 567 ZA CUSTOMER COPY CON080012
308			JPR BELEGGINGSTRUST	POSBUS 86			VREDENBURG	✓	7380	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 630 584 ZA CUSTOMER COPY CON080012

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309		FA+CF	VERMEULEN	PO BOX 289	CARNARVON			✓	8925	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 630 607 ZA CUSTOMER COPY CON060012
310		S & N	MUNGROO	PO BOX 30910	KYALAMI			✓	1684	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 630 624 ZA CUSTOMER COPY CON060012
311		ML	PELLISSIER	PO BOX 43149	HEUWELSIG			✓	9332	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 630 641 ZA CUSTOMER COPY CON060012
312			MONEYMINE 42 (PTY) LTD	PO BOX 84			MOSSEL BAY	✓	6500	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 630 669 ZA CUSTOMER COPY CON060012
313			PAUL HAY FAMILY TRUST	PO BOX 12000	DORPSPRUIT			✓	3206	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 630 686 ZA CUSTOMER COPY CON060012
314			PA OWENS+KR OH	PO BOX 137	GORDON'S BAY			✓	7151	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 630 709 ZA CUSTOMER COPY CON060012
315		IM	MOODIE	PO BOX 65	ELGIN			✓	7180	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 630 726 ZA CUSTOMER COPY CON060012
316			CILLIERS FAMILY INVESTMENTS PTY LTD	P O BOX 389	BELLVILLE			✓	7535	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 630 743 ZA CUSTOMER COPY CON060012
317		CJ	NIEUWOUDT	POSBUS 335	CLANWILLIAM			✓	8135	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 630 765 ZA CUSTOMER COPY CON060012
318			JANMAR TRUST	POSBUS 46	RUSOORD		MIDDELBURG	✓	5900	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 630 788 ZA CUSTOMER COPY CON060012
319			PIERRE DE WITT GESINSTRUST	POSBUS 26	BEAUFORT WES			✓	6970	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 630 805 ZA CUSTOMER COPY CON060012

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320		JH	NIEUWOUDT	PO BOX 335	CLANWILLIAM			✓	8135	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 630 828 ZA CUSTOMER COPY CON000012
321	Mnr/Me	GN+AR	DU PLESSIS	PO BOX 106			CLANWILLIAM	✓	8135	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 630 845 ZA CUSTOMER COPY CON000012
322		PC	DE LANGE	3 PITTISPORUM STREET	AMANDA GLEN	DURBANVILLE		✓	7550	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 630 862 ZA CUSTOMER COPY CON000012
323	Mnr	C	KRITZINGER	17 WONDERBOOM STREET			DURBANVILLE	✓	7550	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 630 880 ZA CUSTOMER COPY CON000012
324			AGRO PROP (PTY) LTD	PO BOX 69	GLEN ERASMIA			✓	1638	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 630 902 ZA CUSTOMER COPY CON000012
325			WILMARIE SWART TESTAMENTRY TRUST	C/O T SWART	PO BOX 7012	WELGEMOED		✓	7580	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 630 920 ZA CUSTOMER COPY CON000012
326		CG	LANDMAN	POSBUS 1073	KYALAMI ESTATES			✓	1684	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 630 947 ZA CUSTOMER COPY CON000012
327		J	PAGE	PO BOX 3171			UPINGTON	✓	8800	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 630 964 ZA CUSTOMER COPY CON000012
328			SIR LOWRY MOTORS PTY LTD	P O BOX 547	SOMERSET WEST			✓	7129	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 630 981 ZA CUSTOMER COPY CON000012
329		A	BRAUNE	PO BOX 35309	MENLOPARK			✓	102	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 631 001 ZA CUSTOMER COPY CON000012
330			CEDER TREE FAMILY TRUST	PO BOX 1729			MILNERTON	✓	7435	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 631 029 ZA CUSTOMER COPY CON000012

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331		JH	HISCOX	BARRYSTRAAT 26	DALSIG	STELLENBOSCH		✓	7600	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 631 046 ZA CUSTOMER COPY CON060012
332		HC	HUSSELMANN	POSBUS 231	AGGENEYS			✓	8893	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 631 063 ZA CUSTOMER COPY CON060012
333			CL CAMPBELL+L DICKSON	10 GRENADA CLOSE	BLOUBERGSTRAND			✓	7441	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 631 085 ZA CUSTOMER COPY CON060012
334	Mnr/Me	PS	THOMSON	120 BOSCHEN PARK	DENNESIG STREET		STELLENBOSCH	✓	7600	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 631 103 ZA CUSTOMER COPY CON060012
335			AJ FERNHOUT TESTAMENTARY TRUST	BOULVARD 88	SILWERSTRAND GOLF ESTATE	ROBERTSON		✓	6705	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 631 125 ZA CUSTOMER COPY CON060012
336		SD	SCOTT	3 BEECHWOLD ROAD	SAXONWOLD	JOHANNESBURG		✓	2196	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 631 148 ZA CUSTOMER COPY CON060012
337		MG	SCHOLTZ	16 MEADOW STREET	HEIDELBERG			✓	6665	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 631 165 ZA CUSTOMER COPY CON060012
338	Dr	N	MARAIS	POSBUS 68	VREDENBURG			✓	7380	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 631 182 ZA CUSTOMER COPY CON060012
339			DENNEBOSCH REGSPERSOON	POSBUS 3075	MATIELAND			✓	7602	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 631 205 ZA CUSTOMER COPY CON060012
340		JJ	HAASBROEK	POSBUS 1448	EMPANGENI			✓	3880	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 631 222 ZA CUSTOMER COPY CON060012
341		HM	KUNNEKE	46 MEIRING STREET	WORCESTER			✓	6850	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 631 240 ZA CUSTOMER COPY CON060012

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342		JH	POGGENPOEL	COLIGNYSTRAAT 6	DALSIG	STELLENBOSCH		✓	7600	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 631 267 ZA CUSTOMER COPY CON080012
343			PRAEDO PROPERTIES CC	POSBUS 44862			LINDEN	✓	2195	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 631 284 ZA CUSTOMER COPY CON080012
344		PJ	O'BRIEN	PO BOX 91	PATERSON			✓	6130	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 631 307 ZA CUSTOMER COPY CON080012
345			LABORARE TRUST	PO BOX 5	TRAWAL			✓	8147	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 631 324 ZA CUSTOMER COPY CON080012
346		PA	SNOOKE	10 WOOD WAY	GLENCAIRN			✓	7975	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 631 341 ZA CUSTOMER COPY CON080012
347			CONRAD GELDENHUYS FAMILIE TRUST	SUITE 69	PRIVAATSAK X5879	UPINGTON		✓	8800	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 631 369 ZA CUSTOMER COPY CON080012
348			3B BAY TRUST	62 KEURBOOM CLOSE	RANELAGH ROAD	CLAREMONT		✓	7708	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 631 386 ZA CUSTOMER COPY CON080012
349			JWJ SMAL BROERS TRUST	POSBUS 112	RIVIERSONDEREND			✓	7250	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 631 409 ZA CUSTOMER COPY CON080012
350		JC	HANEKOM	15 GUILDFORD PLACE	LOWER NURSERY ROAD			✓	7700	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 631 426 ZA CUSTOMER COPY CON080012
351		CJ	LUNDELL	PO BOX 92487	NORWOOD			✓	2117	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 631 443 ZA CUSTOMER COPY CON080012
352			IMMANUAL TRUST	POSBUS 11382	ERASMUSKLOOF			✓	48	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 631 465 ZA CUSTOMER COPY CON080012

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353			LEHATMOUS PLASE (PTY) LTD	POSTNET SUITE 192	PRIVAATSAK X508	HERITAGE MALL	KATHU	✓	8446	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 631 488 ZA CUSTOMER COPY CON080012
354			CILLIERS FAMILY TRUST	POSBUS 30121	TOKAI			✓	7966	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 631 987 ZA CUSTOMER COPY CON080012
355		DR	VERSCHAEVE	PO BOX 83	BETTY'S BAY			✓	7141	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 632 007 ZA CUSTOMER COPY CON080012
356			PET 4M HOLDINGS (PTY) LTD	PO BOX 2196	RICHARDS BAY			✓	3900	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 632 024 ZA CUSTOMER COPY CON080012
357		AD+HC	SCHOEMAN	POSBUS 28843	DANHOF	BLOEMFONTEIN		✓	9310	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 632 041 ZA CUSTOMER COPY CON080012
358			AS EIENDOMS TRUST	NOOITGEDACHT PLAAS	POSBUS 99	TULBAGH		✓	6820	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 632 069 ZA CUSTOMER COPY CON080012
359		B	KRITZINGER	APPLETHWAITE FARM	APPLETISER ROAD	POSBUS 211	GRABOUW	✓	7160	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 632 086 ZA CUSTOMER COPY CON080012
360		CA	VAN DER WESTHUIZEN	POSBUS 48	KEI MOUTH			✓	5260	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 632 109 ZA CUSTOMER COPY CON080012
361			CONRAD GELDENHUYS FAMILIE TRUST	SUITE 63	PRIVAATSAK X5879	UPINGTON		✓	8800	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 632 126 ZA CUSTOMER COPY CON080012
362		S	SCHLESINGER	PB SCHLESINGER	PO BOX 717	LOUIS TRICHARDT		✓	920	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 632 143 ZA CUSTOMER COPY CON080012
363			AGRO INVEST (PTY) LTD	PO BOX 69	GLEN ERASMIA			✓	1638	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 631 514 ZA CUSTOMER COPY CON080012

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364		T+E	ZIEF	9 MAST MEWS	BLOUBERG SANDS			✓	7441	INTERNATIONAL ORDINARY PARCEL CN 007 631 531 ZA CUSTOMER COPY
365		JA	MALAN	47 OLIJVENHOF ESTATE	LOURENSFORDWEG	SOMERSET-WES		✓	7130	INTERNATIONAL ORDINARY PARCEL CN 007 631 559 ZA CUSTOMER COPY
366			AST AFRICA TRADING 368 CC	P O BOX 308	MALMESBURY			✓	7299	INTERNATIONAL ORDINARY PARCEL CN 007 631 576 ZA CUSTOMER COPY
367		DJ	GAGIANO	41 BEETHOVEN STREET	STELLENBOSCH			✓	7600	INTERNATIONAL ORDINARY PARCEL CN 007 631 593 ZA CUSTOMER COPY
368		J+MJ	SAUER	P O BOX 7122			WELGEMOED	✓	7538	INTERNATIONAL ORDINARY PARCEL CN 007 631 616 ZA CUSTOMER COPY
369			JACO STEYN FAMILIETRUST	MUNNIKSTRAAT 18	CERES			✓	6835	INTERNATIONAL ORDINARY PARCEL CN 007 631 633 ZA CUSTOMER COPY
370			NIKADO 186 (EDMS) BPK	P/A J DE MUNCK	POSBUS 1038	STELLENBOSCH		✓	7599	INTERNATIONAL ORDINARY PARCEL CN 007 631 655 ZA CUSTOMER COPY
371		JH+DB	GROENEWALD	POSBUS 652	GRABOUW			✓	7160	INTERNATIONAL ORDINARY PARCEL CN 007 631 678 ZA CUSTOMER COPY
372		S	WITTMANN	POSBUS 10044	GEORGE			✓	6530	INTERNATIONAL ORDINARY PARCEL CN 007 631 695 ZA CUSTOMER COPY
373			HBC TRUST	PO BOX 251	DE DOORNS			✓	6875	INTERNATIONAL ORDINARY PARCEL CN 007 631 718 ZA CUSTOMER COPY
374		IP	SCHELBERT	PO BOX 9141719	WINGATE PARK			✓	153	INTERNATIONAL ORDINARY PARCEL CN 007 631 735 ZA CUSTOMER COPY

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375			RUKEYA TRUST	6 GLENHAVEN AVENUE	GLENHAVEN	BELLVILLE		✓	7530	
376			BB VOLSCHENK FAMILIE TRUST	UNIT 4035	GREENWAYS	STRAND		✓	7140	
377		L	CILLIE	POSBUS 116	CERES			✓	6835	
378		T	ROSSOUW	16 OLIVIER STREET	WORCESTER			✓	6850	
379			NIC FAMILIE TRUST	POSBUS 77	CALEDON			✓	7230	
380			JJ FAUL TRUST	POSBUS 157	PRINCE ALFRED HAMLET			✓	6840	
381			TRONICTRADE 50 (PTY) LTD	POSBUS 510	HARTENBOS			✓	6520	
382			DVN FAMILIETRUST	ALBERTYNSTRAAT 4	CALEDON			✓	7230	
383		GE	JOUBERT	2 LOUW STREET	WELGEMOED	BELLVILLE		✓	7530	
384			BB VOLSCHENK FAMILIE TRUST	UNIT 4035	GREENWAYS	STRAND		✓	7140	
385			BLUEBERRY TRUST	PO BOX 12507	DIE BOORD			✓	7613	

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386		S	ESTERHUIZEN	PO BOX 43	BRITSTOWN			✓	8782	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 631 973 ZA CUSTOMER COPY CON060012
387			SHAHEEMAH TRUST	6 GLENHAVEN AVE	GLENHAVEN	BELLVILLE		✓	7530	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 631 505 ZA CUSTOMER COPY CON060012
388		KJ	NOTHNAGEL	PO BOX 3286	DURBANVILLE			✓	7551	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 631 528 ZA CUSTOMER COPY CON060012
389			BB VOLSCHENK FAMILIE TRUST	UNIT 4035	GREENWAYS	STRAND		✓	7140	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 631 545 ZA CUSTOMER COPY CON060012
390	Mnr	AJ	VAN DEN HEEVER	POSBUS 232	SPRINGBOK			✓	8240	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 631 562 ZA CUSTOMER COPY CON060012
391		A	SMUTS	POSBUS 49	LUTZVILLE			✓	8165	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 631 580 ZA CUSTOMER COPY CON060012
392		CR+C	DU PLESSIS	DE HOOP NATURE RESERVE	BREDASDORP			✓	7280	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 631 602 ZA CUSTOMER COPY CON060012
393		PD	CARSTENS	PO BOX 825	VREDENDAL			✓	8160	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 631 620 ZA CUSTOMER COPY CON060012
394			LUKIE VAN DEN HEEVER BOERDERY BELANG	PO BOX 868	KLEINMOND			✓	7195	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 631 647 ZA CUSTOMER COPY CON060012
395		SP+LH	DU PLESSIS	PO BOX 12595	DIE BOORD			✓	7613	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 631 664 ZA CUSTOMER COPY CON060012
396			JJ FAUL TRUST	POSBUS 157	PRINCE ALFRED HAMLET			✓	6840	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 631 681 ZA CUSTOMER COPY CON060012

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397			NIEL LOUBSER BOERDERY BK	POSBUS 70	GRABOUW			✓	7160	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 631 704 ZA CUSTOMER COPY CON000012
398			WIMBUSH PROPERTIES (PTY) LTD	25 DAN PIENAAR ROAD	KLOOF			✓	3610	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 631 721 ZA CUSTOMER COPY CON000012
399			BB VOLSCHENK FAMILIE TRUST	UNIT 4035	GREENWAYS	STRAND		✓	7140	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 631 749 ZA CUSTOMER COPY CON000012
400			NIKADO 186 (EDMS) BPK	P/A J DE MUNCK	POSBUS 1038	STELLENBOSCH		✓	7599	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 631 766 ZA CUSTOMER COPY CON000012
401			NIKADO 186 (EDMS) BPK	P/A J DE MUNCK	POSBUS 1038	STELLENBOSCH		✓	7599	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 631 783 ZA CUSTOMER COPY CON000012
402			TORBELL HOLDINGS (PTY) LTD	PO BOX 1504	SOMERSET WEST			✓	7129	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 631 806 ZA CUSTOMER COPY CON000012
403		MV	PREEN	PO BOX 26276	HOUT BAY			✓	7872	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 631 823 ZA CUSTOMER COPY CON000012
404			BB VOLSCHENK FAMILIE TRUST	UNIT 4035	GREENWAYS	STRAND		✓	7140	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 631 845 ZA CUSTOMER COPY CON000012
405		AJ	RIDDELL	43 VIA DELLA ROSA	ROSEDALE ESTATE	DURBANVILLE		✓	7550	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 631 868 ZA CUSTOMER COPY CON000012
406			TORBELL HOLDINGS (PTY) LTD	PO BOX 1504	SOMERSET WEST			✓	7129	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 631 885 ZA CUSTOMER COPY CON000012
407			ADRIAN STEYN &WESSEL STEYN FAMILIE TR	POSBUS 38	GRABOUW			✓	7160	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 631 908 ZA CUSTOMER COPY CON000012

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408		MS	LE ROUX	POSBUS 19	VILLIERSDORP			✓	6848	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 631 925 ZA CUSTOMER COPY CON000012
409			WIMBUSH PROPERTIES (PTY) LTD	25 DAN PIENAAR ROAD	KLOOF			✓	3610	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 631 942 ZA CUSTOMER COPY CON000012
410		CC	VAN DER MERWE	12 DE OEWER	ROKEWOOD AVENUE	DIE BOORD	STELLENBOSCH	✓	7600	INTERNATIONAL ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za CN 007 631 960 ZA CUSTOMER COPY CON000012
411		D	SMIT	HELDERRANDWEG 7	SOMERSET WES			✓	7130	ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za PE 890 402 727 ZA CUSTOMER COPY 301016
412		PD	CARSTENS	PO BOX 825	VREDENDAL			✓	8160	ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za PE 890 402 744 ZA CUSTOMER COPY 301016
413			BB VOLSCHENK FAMILIE TRUST	UNIT 4035	GREENWAYS	STRAND		✓	7140	ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za PE 890 402 761 ZA CUSTOMER COPY 301016
414		AH+HC	VILJOEN	WILDEKLAWERSTRAAT 43	WELGEVONDEN	STELLENBOSCH		✓	7600	ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za PE 890 402 789 ZA CUSTOMER COPY 301016
415		RJ	HEMPHILL	PO BOX 9089	GEORGE			✓	6530	ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za PE 890 402 801 ZA CUSTOMER COPY 301016
416		JR+HM	LOCK	52 RUTLAND AVENUE	CRAIGHALL PARK			✓	2196	ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za PE 890 402 829 ZA CUSTOMER COPY 301016
417		CJ	FOURIE	PO BOX 160	FRASERBURG			✓	6960	ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za PE 890 402 846 ZA CUSTOMER COPY 301016
418			DE KEUR INTERNATIONAL MARKETING PROP	PO BOX 583	SOMERSET MALL			✓	7137	ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za PE 890 402 863 ZA CUSTOMER COPY 301016

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419			BB VOLSCHENK FAMILIE TRUST	UNIT 4035	GREENWAYS	STRAND		✓	7140	ORDINARY PARCEL PE 890 402 885 ZA CUSTOMER COPY 301016
420			DE KEUR INTERNATIONAL MARKETING PROP	PO BOX 588	SOMERSET MALL			✓	7137	ORDINARY PARCEL PE 890 402 903 ZA CUSTOMER COPY 301016
421		JE+N	MARAIS	104 MAHONIE ROAD	KLEINBRON ESTATE	BRACKENFELL		✓	7560	ORDINARY PARCEL PE 890 402 925 ZA CUSTOMER COPY 301016
422			HENNIE HURTER FAMILY TRUST	113 OUDE WESTHOF VILLAGE	VAN RIEBEECKSHOF ROAD	BELLVILLE		✓	7530	ORDINARY PARCEL PE 890 402 948 ZA CUSTOMER COPY 301016
423		AH	SCHLUTER	2 ELM STREET	BEACON BAY			✓	5241	ORDINARY PARCEL PE 890 402 965 ZA CUSTOMER COPY 301016
424		GC	BOTHA	POSTNET SUITE 179	PRIVATE BAG X29	SOMERSET WEST		✓	7129	ORDINARY PARCEL PE 890 402 982 ZA CUSTOMER COPY 301016
425			SIGNAL TRADE CC	PO BOX 589	ROBERTSON			✓	6705	ORDINARY PARCEL PE 890 403 002 ZA CUSTOMER COPY 301016
426		T	COETZER	PO BOX 320	MIDSTREAM ESTATE			✓	1692	ORDINARY PARCEL PE 890 403 020 ZA CUSTOMER COPY 301016
427		FE+E	DE LA ROUVIERE	PO BOX 6429	UNIEDAL			✓	7612	ORDINARY PARCEL PE 890 403 047 ZA CUSTOMER COPY 301016
428			BB VOLSCHENK FAMILIE TRUST	UNIT 4035	GREENWAYS	STRAND		✓	7140	ORDINARY PARCEL PE 890 403 064 ZA CUSTOMER COPY 301016
429		JU	JIAN	UNIT 26 TUSCANY GROVE	19 CAMPBELL ROAD	SANDTON		✓	2196	ORDINARY PARCEL PE 890 403 081 ZA CUSTOMER COPY 301016

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430		GE	JOUBERT	2 LOUW STREET	WELGEMOED	BELLVILLE		✓	7530	ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za PE 890 403 104 ZA CUSTOMER COPY 301016
431		GE	JOUBERT	2 LOUW STREET	WELGEMOED	BELLVILLE		✓	7530	ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za PE 890 403 121 ZA CUSTOMER COPY 301016
432		D	SMIT	HELDERRANDWEG 7	SOMERSET WES			✓	7130	ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za PE 890 403 149 ZA CUSTOMER COPY 301016
433			TFD TRUST	POSBUS 3205	MATIELAND			✓	7602	ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za PE 890 403 166 ZA CUSTOMER COPY 301016
434			ACORNS BODY CORPORATE	C/O JPS TRUST	210 VALERIDA SENTRUM	PIET RETIEF STREET	STELLENBOSCH	✓	7600	ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za PE 890 403 183 ZA CUSTOMER COPY 301016
435		JE+N	MARAIS	104 MAHONIE ROAD	KLEINBRON ESTATE	BRACKENFELL		✓	7560	ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za PE 890 403 206 ZA CUSTOMER COPY 301016
436			DIRK SWART TRUST	SKAKELSTRAAT 24	PAARL			✓	7646	ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za PE 890 403 223 ZA CUSTOMER COPY 301016
437			DIRK SWART TRUST	SKAKELSTRAAT 24	PAARL			✓	7646	ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za PE 890 403 245 ZA CUSTOMER COPY 301016
438			DIRK SWART TRUST	SKAKELSTRAAT 24	PAARL			✓	7646	ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za PE 890 403 268 ZA CUSTOMER COPY 301016
439			DIRK SWART TRUST	SKAKELSTRAAT 24	PAARL			✓	7646	ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za PE 890 403 285 ZA CUSTOMER COPY 301016
440			ANZOMANI TRUST	PO BOX 12880	PORT ELIZABETH			✓	6000	ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za PE 890 403 308 ZA CUSTOMER COPY 301016

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441		CK	HEPWORTH	7 LINCOLN ROAD	AVONDALE	HARARE	ZIMBABWE		0	INTERNATIONAL REGISTERED LETTER RJ 037 430 635 ZA CUSTOMER COPY
442		F	EHLERS	POSBUS 5669	MEYERSDAL			✓	1447	ORDINARY PARCEL PE 890 403 325 ZA CUSTOMER COPY 301016
443		CA	GRANT	22 HUTCHINSON AVENUE	FLAMINGO VILLAGE	MILNERTON		✓	7441	ORDINARY PARCEL PE 890 403 342 ZA CUSTOMER COPY 301016
444		NG	STEVENS	1 RINKHALS STREET	WELGEVONDEN	STELLENBOSCH		✓	7600	ORDINARY PARCEL PE 890 403 360 ZA CUSTOMER COPY 301016
445		ER	GRADWELL	PO BOX 5851	RUSTENBURG			✓	300	ORDINARY PARCEL PE 890 403 387 ZA CUSTOMER COPY 301016
446			JAPIE LANDSBERG FAMILIE TRUST	POSBUS 72233	LYNNWOOD RIDGE	PRETORIA		✓	40	ORDINARY PARCEL PE 890 403 400 ZA CUSTOMER COPY 301016
447		JS	DU TOIT	THE ACORNS 113	C/O DENNESIG & HOFFMAN STREET	STELLENBOSCH		✓	186	ORDINARY PARCEL PE 890 403 427 ZA CUSTOMER COPY 301016
448			JAPIE LANDSBERG FAMILIE TRUST	POSBUS 72233	LYNNWOOD RIDGE	PRETORIA		✓	40	ORDINARY PARCEL PE 890 403 444 ZA CUSTOMER COPY 301016
449			NOTHEMBA ZULU FAMILY TRUST	19 DOVEHOUSE ROAD	EVERTON			✓	3610	ORDINARY PARCEL PE 890 403 461 ZA CUSTOMER COPY 301016
450		R	THORPE	PO BOX 16082	NELSPRUIT			✓	1200	ORDINARY PARCEL PE 890 403 489 ZA CUSTOMER COPY 301016
451		CM+BK	VELLEMAN	P O BOX 196	FOURWAYS			✓	2055	ORDINARY PARCEL PE 890 402 735 ZA CUSTOMER COPY 301016

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452			38 BAY TRUST	62 KEURBOOM CLOSE	RANELAGH ROAD	CLAREMONT		✓	7708	ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za PE 890 402 758 ZA CUSTOMER COPY 301016
453			38 BAY TRUST	62 KEURBOOM CLOSE	RANELAGH ROAD	CLAREMONT		✓	7708	ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za PE 890 402 775 ZA CUSTOMER COPY 301016
454	Mnr/Me	SP+YD	KIERNAN	6 LOERIE AVENUE	PINELANDS			✓	7405	ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za PE 890 402 792 ZA CUSTOMER COPY 301016
455		S	HENNING	PO BOX 238	ZIMBALI			✓	4418	ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za PE 890 402 815 ZA CUSTOMER COPY 301016
456		S	HENNING	PO BOX 238	ZIMBALI			✓	4418	ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za PE 890 402 832 ZA CUSTOMER COPY 301016
457		PMK+H	TLADI	PO BOX 849	POLOKWANE			✓	700	ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za PE 890 402 850 ZA CUSTOMER COPY 301016
458		SB	BROHM	P O BOX 214	THE CRAGS			✓	6602	ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za PE 890 402 877 ZA CUSTOMER COPY 301016
459		LLL	LE GRANGE	PO BOX 3179	MATIELAND			✓	7602	ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za PE 890 402 894 ZA CUSTOMER COPY 301016
460			RENE VAN GALEN FAMILY TRUST	132 BEACH ROAD	MELKBOSSTRAND			✓	7441	ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za PE 890 402 917 ZA CUSTOMER COPY 301016
461		RR+L	VOS	TWEEDESTRAAT 238	VOELKLIP	HERMANUS		✓	7200	ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za PE 890 402 934 ZA CUSTOMER COPY 301016
462			ROZMO TRUST	PO BOX 15075	VLAEBERG			✓	8018	ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za PE 890 402 951 ZA CUSTOMER COPY 301016

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463			PRITI PRAMOD FAMILY TRUST	PO BOX 10	LOUIS TRICHARDT			✓	920	ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za PE 890 402 979 ZA CUSTOMER COPY 301016
464		MJD	DELPORT	5111 GRAANENDAL	DURBANVILLE			✓	7550	ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za PE 890 402 996 ZA CUSTOMER COPY 301016
465			RON BEEBY TRUST+ELISE BEEBY TRUST	PO BOX 158	RONDEBOSCH			✓	7700	ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za PE 890 403 016 ZA CUSTOMER COPY 301016
466		M	SCHNABEL	4 PELARGONIUM CLOSE	BERGENDAL ESTATE	HOUT BAY		✓	7806	ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za PE 890 403 033 ZA CUSTOMER COPY 301016
467	Mej	MS	JONES	PO BOX 43	CONSTANTIA			✓	7848	ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za PE 890 403 055 ZA CUSTOMER COPY 301016
468			INXS TRUST	PO BOX 5164	TYGER VALLEY			✓	7536	ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za PE 890 403 078 ZA CUSTOMER COPY 301016
469			BHUPESH PATEL FAMILY TRUST	PO BOX 1334	LOUIS TRICHARDT			✓	920	ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za PE 890 403 095 ZA CUSTOMER COPY 301016
470			PRETESH PATEL FAMILY TRUST	PO BOX 10	LOUIS TRICHARDT			✓	920	ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za PE 890 403 118 ZA CUSTOMER COPY 301016
471		HP	RANSHAW	3 REYGERLAAN	STELLENBOSCH			✓	7600	ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za PE 890 403 135 ZA CUSTOMER COPY 301016
472		A	BESTER	POSBUS 1105	WELKOM			✓	9460	ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za PE 890 403 152 ZA CUSTOMER COPY 301016
473		FJJ	BRAND	PO BOX 118	CLANWILLIAM			✓	8135	ORDINARY PARCEL ShareCall 0860 111 502 www.sapo.co.za PE 890 403 170 ZA CUSTOMER COPY 301016

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474		HL	COETZEE	POSBUS 1544	PANORAMA			✓	7506	ORDINARY PARCEL PE 890 403 197 ZA CUSTOMER COPY 301016
475		I	SICKEL	PO BOX 123812	DUBAI	UNITED ARAB EMERITES			0	INTERNATIONAL REGISTERED LETTER ShareCall 0860 111 602 www.sapo.co.za RJ 036 221 595 ZA CUSTOMER COPY CON100063
476		MP	JUDD	POSTNET SUITE 25	PRIVATE BAG X7214	WITBANK		✓	1035	ORDINARY PARCEL ShareCall 0860 111 602 www.sapo.co.za PE 890 403 210 ZA CUSTOMER COPY 301016
477			MEGLIS (PTY) LTD	P. O. BOX 51435	WATERFRONT			✓	8002	ORDINARY PARCEL PE 890 403 237 ZA A BOOK COPY

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Eikestad NUUS
Skakel 021 887 2840

Betrekkings Kennisgewings
Boedels Veilings



pwc

Rekenmeester – Stellenbosch

PwC, 'n vooraanstaande firma van Geoktrooieerde Rekenmeesters en Besigheidsadviseurs, het 'n loopbaangeleentheid vir self-gemotiveerde Rekenmeesters in hul Stellenbosch-kantoor.

Verantwoordelikhede sal behels, maar is nie beperk tot skakeling met 'n portefeulje van kliente, prosessering van data, rekonsiliasies, voorbereiding van finansiële state, belastingberekeninge en voltooiing van belasting- en BTW opgawes vir Individue, Trusts, Beslote Korporasies en Maatskappye

Die suksesvolle kandidate sal oor 'n B.Com Graad/Diploma asook goeie administratiewe en kommunikasie vaardighede beskik. Toepaslike rekeningkundige, BTW en belastingondervinding sal 'n vereiste wees, en die ideale kandidaat is iemand wat reeds drie of meer jaar ondervinding (*as SAIPA klerk of andersins*) by 'n rekenmeestersfirma opgedoen het. Die kandidate moet rekenaarvaardig wees met goeie kennis van Pastel, MS Word en Excel. Eie vervoer is noodsaaklik.

Indien u ten volle tweetalig is in Afrikaans en Engels en aan bogenoemde vereistes voldoen, kan u aansoek doen deur u CV te epos aan karlien.willemse@pwc.com voor of op 20 November 2018.

Indien geen terugvoering binne twee weke na die sluitingsdatum ontvang is nie, kan aanvaar word dat die aansoek onsuksesvol was.

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NOTICE OF LAND DEVELOPMENT APPLICATION IN THE STELLENBOSCH MUNICIPAL AREA

APPLICATION FOR CONSOLIDATION, REZONING, PERMANENT DEPARTURES FROM THE STELLENBOSCH ZONING SCHEME REGULATIONS (1996), REMOVAL OF RESTRICTIVE TITLE DEED CONDITIONS, APPROVAL OF A SITE DEVELOPMENT PLAN AND LANDSCAPING MASTER PLAN: ERVEN 143 - 145 & 166 - 170, STELLENBOSCH, DENNESIG; HOFMAN AND PAUL KRUGER STREETS, STELLENBOSCH

Applicant:	Urban Dynamics South Cape
Owner:	Buffshelfco 54 Proprietary Limited (082 330 8063)
Application number:	LU/8676
Reference number:	Erf 143-145 & 166-170, Stellenbosch
Property Description:	Erven 143 - 145 & 166 - 170, Stellenbosch
Physical Address:	Dennesig, Hofman & Paul Kruger Streets

Detailed description of proposal: The proposed development requires application in terms of Sections 15(2)(a); 15(2)(b); 15(2)(e); and 15(2)(f), of the Stellenbosch Municipal Land Use Planning By-Law (2015), for the following: The consolidation of Erven 143-145 & 166 - 170, Stellenbosch; Rezoning of the consolidated area from Single Residential Zone to Specific Business Zone; permanent departures from the Stellenbosch Zoning Scheme Regulations (1996) to allow for; 6 storeys, relaxation of street and lateral building lines, coverage of 58% in lieu of 50%, a parking ratio of 0.85 parking bays per bedroom in lieu of 1 bay per bedroom, and to permit doors and windows etc. on lateral and rear boundaries; the removal of restrictive title deed conditions (conditions pertaining to land uses on each property, the subdivision of properties, building lines, registration of servitudes to accommodate services, and water use from the Kromme River); and approval of a Site Development Plan and Landscaping Master Plan. The aforementioned applications in terms of the Stellenbosch Municipal Land Use Planning By-Law (2015) are required to establish a high density residential building along with retail facilities and ancillary uses, as a response to the growing demand for residential and student accommodation within Stellenbosch.

Notice is hereby given in terms of the Stellenbosch Municipal Land Use Planning By-law that the above mentioned application has been received and is available for inspection during weekdays between 08:30 and 13:30 at the Planning Advice Centre at Stellenbosch Municipality, Plein Street, Stellenbosch. Any written comments/objections, with full reasons therefore, may be addressed in terms of section 50 of the said legislation to the applicant in one of the following manners:

APPLICANT
Registered mail or normal mail
Urban Dynamics South Cape, PO Box 2445, Bellville, 7535
Or faxed to
021 948 1588
Or hand delivered to
Urban Dynamics South Cape, 2nd Floor, Tyger Valley Chambers Five, 27 Willie van Schoor Avenue, Bellville, 7530
Or e-mailed to
gerhard@udwc.co.za

All comments, quoting the application number, reference number, your name, address or contact details, your interest in the application and reasons for comments should be received by the above party on or before 60 days from the date of publication of this notice (the statutory 30 day commenting period has been extended to 60 days to take Council's recess period between 15 December 2018 and 15 January 2019 into account). Telephonic enquiries can be made to the applicant, Gerhard Swart at 021 948 1545. Any comment/objection received after aforementioned closing date will be considered invalid. Any person who cannot write will be assisted by a Municipal official by transcribing their comments.

KENNISGEWING VAN GRONDONTWIKKELINGSAANSOEK IN DIE STELLENBOSCH MUNISIPALE GEBIED

AANSOEK VIR KONSOLIDASIE, HERSONERING, PERMANENTE AFWYKINGS VAN DIE STELLENBOSCH SONERINGSKEMAREGULASIES (1996), OPHEFFING VAN BEPERKENDE TITELAKTE VOORWAARDES, GOEDKEURING VAN 'N TERREINONTWIKKELINGSPLAN EN LANDSKAPERINGSPLAN: ERWE 143 - 145 & 166 - 170, STELLENBOSCH, DENNESIG; HOFMAN EN PAUL KRUGER STRATE, STELLENBOSCH

Aansoeker:	Urban Dynamics South Cape
Eienaar:	Buffshelfco 54 Proprietary Limited (082 330 8063)
Aansoeknommer:	LU/8676
Verwysingsnommer:	Erf 143 - 145 & 166 - 170, Stellenbosch
Eiendomsbeskrywing:	Erwe 143 - 145 & 166 - 170, Stellenbosch
Fisiese Adres:	Dennesig; Hofman & Paul Kruger strate

Beskrywing van aansoek: Die voorgestelde ontwikkeling vereis aansoek ingevolge Artikels 15(2)(a); 15(2)(b); 15(2)(e); en 15(2)(f), van die Stellenbosch Munisipaliteit: Verordening op Grondgebruiksbeplanning (2015), vir die volgende: Die konsolidasie van Erwe 143 - 145 & 166 - 170, Stellenbosch; die Hersonering van die gekonsolideerde area van Enkelbewoning na Spesifieke Besigheid; permanente afwykings van die Stellenbosch Soneringskemaregulasies (1996) om die volgende toe te laat: 6 verdiepings, verslapping van straat en kant boulyne, dekking vanaf 50% na 58%, parkering in 'n verhouding van 0.85 parkeer spasies per slaapkamer in stede van 1 parkeerspasie per slaapkamer, om deure en vensters ens. op kant en agter erfgrense toe te laat; die opheffing van beperkende titelakte voorwaardes (voorwaardes met betrekking tot grondgebruike op eiendomme, onderverdeling van eiendomme, boulyne, registrasie van serwituute vir dienste doeleindes, en watergebruik van die Kromme Rivier); en die goedkeuring van 'n terreinontwikkelingsplan en landskaperingsplan. Die voormelde aansoeke ingevolge die Stellenbosch Munisipaliteit Verordening op Grondgebruiksbeplanning (2015) word versoek vir die ontwikkeling van 'n hoë digtheid residensiële gebou, tesame met kleinhandel en aanvullende gebruike, om die groeiende aanvraag vir residensiële en studente akkommodasie in Stellenbosch aan te spreek.

Kennis geskied hiermee ingevolge die Stellenbosch Munisipaliteit Verordening op Grondgebruikbeplanning dat die bogenoemde aansoek ontvang is en gedurende weeksdae tussen 08:30 en 13:30 by die Beplanningsadvieskantoor by Stellenbosch Munisipaliteit, Pleinstraat, Stellenbosch ter insae lê. Enige geskrewe kommentare/besware, met volledige redes daarvoor, moet ingevolge Artikel 50 van die genoemde wetgewing aan die aansoeker op een van die volgende wyses geadreseer word:

AANSOEKER
Geregistreerde of gewone pos
Urban Dynamics South Cape, PO Box 2445, Bellville, 7535
Of gefaks aan
021 948 1588
Of per hand afgelewer aan
Urban Dynamics South Cape, 2nd Floor, Tyger Valley Chambers Five, 27 Willie van Schoor Avenue, Bellville, 7530
Of per e-pos gestuur aan
gerhard@udwc.co.za

Alle kommentare moet op of voor 60 dae vanaf die datum van publikasie van hierdie kennisgewing (die statutêre 30 dae kommentaartydperk is tot 60 dae verleng om vir die resesperiode van die Raad tussen 15 Desember 2018 and 15 Januarie 2019 voorsiening te maak), met vermelding van die aansoeknommer, verwysingsnommer, u naam, adres en kontakbesonderhede, belangstelling in die aansoek en redes vir kommentaar, deur die bogemelde party ontvang word. Telefoniese navrae kan aan die aansoeker, Gerhard Swart by tel 021 948 1545 gerig word. Enige kommentaar/beswaar ontvang na die voormelde sluitingsdatum sal as ongeldig geag word. Enige persoon wat nie kan skryf nie sal deur 'n Munisipale-amptenaar bygestaan word om hul kommentaar op skrif te stel.

URBAN DYNAMICS SOUTH CAPE
TOWN & REGIONAL PLANNERS

Application Number: LU/8676
Our File Reference Number: Erf 143-145 & 166-170, Stellenbosch
Your Reference Number: L850-GS-mb-mp-310095S
Enquiries: Gerhard Swart
Contact No: 021 – 948 1545
Email address: gerhard@udwc.co.za
Date: 15 November 2018

REGISTERED MAIL
Department of Environmental Affairs and Development Planning
Private Bag X9086
Cape Town
8000

Attention: Mare-Liez Oosthuizen

APPLICATION FOR CONSOLIDATION, REZONING, PERMANENT DEPARTURES FROM THE STELLENBOSCH ZONING SCHEME REGULATIONS (1996), REMOVAL OF RESTRICTIVE TITLE DEED CONDITIONS, APPROVAL OF A SITE DEVELOPMENT PLAN AND LANDSCAPING MASTER PLAN: ERVEN 143 – 145 & 166 – 170, STELLENBOSCH, DENNESIG; HOFMAN AND PAUL KRUGER STREETS, STELLENBOSCH

1. The Stellenbosch Municipality has received an application for consolidation, rezoning, permanent departures from the Stellenbosch Zoning Scheme Regulations (1996), removal of restrictive title deed conditions, approval of a Site Development Plan and Landscaping Master Plan, applicable to Erven 143 – 145 & 166 – 170, Stellenbosch in terms of section 15 of the Stellenbosch Municipal Land Use Planning By-law. Attached please find a copy of the application.

2. Kindly provide your written comments on the application in terms of section 51(2) of the said legislation within **90 days** from the date of registration of this letter ***(the statutory 60 day commenting period has been extended to 90 days to take Council's recess period between 15 December 2018 and 15 January 2019 into account)***. Your comments should be addressed ***to the applicant*** in one of the following manners:

Tyger Valley Chambers Five, 2nd Floor, 27 Willie van Schoor Avenue, Bellville 7535
PO Box 2445, Bellville 7535
Tel: +27(0)21 948-1545 / Fax: +27(0)21 948-1588
Email: erika@udwc.co.za Reg No: 1997/006197/07

Directors: W Herbert (Managing) (A/624/1990) * PL Olden (A/1162/2000) * GP Swart (A/1126/1999)*
Associate Director: PJ Lerm (A/163/2009)*
*Registered Professional Planners

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APPLICANT
Registered mail or normal mail
Urban Dynamics South Cape, PO Box 2445, Bellville, 7535
Or faxed to
021 948 1588
Or hand delivered to
Urban Dynamics South Cape, 2nd Floor, Tyger Valley Chambers Five, 27 Willie van Schoor Avenue, Bellville, 7530
Or e-mailed to
gerhard@udwc.co.za

3. Should no comments be received, it will be deemed that you have no comment.

Yours faithfully



GERHARD SWART

URBAN DYNAMICS SOUTH CAPE
TOWN & REGIONAL PLANNERS

Application Number: LU/8676
Our File Reference Number: Erf 143-145 & 166-170, Stellenbosch
Your Reference Number: L850-GS-mb-mp-310095S
Enquiries: Gerhard Swart
Contact No: 021 – 948 1545
Email address: gerhard@udwc.co.za
Date: 15 November 2018

REGISTERED MAIL

Stellenbosch Interest Group
Posbus 2217
Dennesig
7601

APPLICATION FOR CONSOLIDATION, REZONING, PERMANENT DEPARTURES FROM THE STELLENBOSCH ZONING SCHEME REGULATIONS (1996), REMOVAL OF RESTRICTIVE TITLE DEED CONDITIONS, APPROVAL OF A SITE DEVELOPMENT PLAN AND LANDSCAPING MASTER PLAN: ERVEN 143 – 145 & 166 – 170, STELLENBOSCH, DENNESIG; HOFMAN AND PAUL KRUGER STREETS, STELLENBOSCH

Applicant:	Urban Dynamics South Cape
Owner:	Buffshelfco 54 Proprietary Limited (082 330 8063)
Application number:	LU/8676
Reference number:	Erf 143-145 & 166-170, Stellenbosch
Property Description:	Erven 143 – 145 & 166 – 170, Stellenbosch
Physical Address:	Dennesig; Hofman & Paul Kruger Streets

Detailed description of proposal:

The proposed development requires application in terms of Sections 15(2)(a); 15(2)(b); 15(2)(e); and 15(2)(f), of the Stellenbosch Municipal Land Use Planning By-Law (2015), for the following: The consolidation of Erven 143-145 & 166 – 170, Stellenbosch; Rezoning of the consolidated area from Single Residential Zone to Specific Business Zone; permanent departures from the Stellenbosch Zoning Scheme Regulations (1996) to allow for: 6 storeys, relaxation of street and lateral building lines, coverage of 58% in lieu of 50%, a parking ratio of 0.85 parking bays per bedroom in lieu of 1 bay per bedroom, and to permit doors and windows etc. on lateral and rear boundaries; the removal of restrictive title deed conditions (conditions pertaining to land uses on each property, the subdivision of properties, building lines, registration of servitudes to accommodate services, and water use from the Kromme River); and approval of a Site Development Plan and Landscaping Master Plan.

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Or e-mailed to
gerhard@udwc.co.za

All comments, quoting the application number, reference number, your name, address or contact details, your interest in the application and reasons for comments should be received by the above party on or before **60 days** from the date of publication of this notice ***(the statutory 30 day commenting period has been extended to 60 days to take Council's recess period between 15 December 2018 and 15 January 2019 into account)***. Telephonic enquiries can be made to the applicant, Gerhard Swart at 021 948 1545. Any comment/objection received after aforementioned closing date will be considered invalid. Any person who cannot write will be assisted by a Municipal official by transcribing their comments.

Yours faithfully



GERHARD SWART

URBAN DYNAMICS SOUTH CAPE
TOWN & REGIONAL PLANNERS

Aansoeknommer: LU/8676
Munsipale Lêerverwysingsnommer: Erf 143-145 & 166-170, Stellenbosch
Aansoeker Verwysingsnommer: L850-GS-mb-mp-310095S
Navrae: Gerhard Swart
Kontaknommer: 021 – 948 1545
E-pos adres: gerhard@udwc.co.za
Datum: 15 November 2018

GEREGISTREERDE POS

Stellenbosch Belangegroep
Posbus 2217
Dennesig
7601

AANSOEK VIR KONSOLIDASIE, HERSONERING, PERMANENTE AFWYKINGS VAN DIE STELLENBOSCH SONERINGSKEMAREGULASIES (1996), OPHEFFING VAN BEPERKENDE TITELAKTE VOORWAARDES, GOEDKEURING VAN 'N TERREINONTWIKKELINGSPLAN EN LANDSKAPERINGSPLAN: ERWE 143 – 145 & 166 – 170, STELLENBOSCH, DENNESIG; HOFMAN EN PAUL KRUGER STRATE, STELLENBOSCH

Aansoeker:	Urban Dynamics South Cape
Eienaar:	Buffshelfco 54 Proprietary Limited (082 330 8063)
Aansoeknommer:	LU/8676
Verwysingsnommer:	Erf 143 – 145 & 166 – 170, Stellenbosch
Eiendomsbeskrywing:	Erwe 143 – 145 & 166 – 170, Stellenbosch
Fisiese Adres:	Dennesig; Hofman & Paul Kruger strate

Beskrywing van aansoek:

Die voorgestelde ontwikkeling vereis aansoek ingevolge Artikels 15(2)(a); 15(2)(b); 15(2)(e); en 15(2)(f), van die Stellenbosch Munisipaliteit Verordening op Grondgebruiksbeplanning (2015), vir die volgende: Die konsolidasie van Erwe 143 – 145 & 166 – 170, Stellenbosch; die Hersonering van die gekonsolideerde area van Enkelbewoning na Spesifieke Besigheid; permanente afwykings van die Stellenbosch Soneringskemaregulasies (1996) om die volgende toe te laat: 6 verdiepings, verslapping van straat en kant boulyne, dekking vanaf 50% na 58%, parkering in 'n verhouding van 0.85 parkeer spasies per slaapkamer in stede van 1 parkeerspasie per slaapkamer, om deure en vensters ens. op kant en agter erfgrense toe te laat; die opheffing van beperkende titelakte voorwaardes (voorwaardes met betrekking tot grondgebruike op eiendomme, onderverdeling van eiendomme, boulyne,

Tyger Valley Chambers Five, 2nd Floor, 27 Willie van Schoor Avenue, Bellville 7535
PO Box 2445, Bellville 7535
Tel: +27(0)21 948-1545 / Fax: +27(0)21 948-1588
Email: erika@udwc.co.za Reg No: 1997/006197/07

Directors: W Herbert (Managing) (A/624/1990) * PL Olden (A/1162/2000) * GP Swart (A/1126/1999)*
Associate Director: PJ Lerm (A/163/2009)*
*Registered Professional Planners

BEE LEVEL 4

registrasie van serwituute vir dienste doeleindes, en watergebruik van die Kromme Rivier); en die goedkeuring van 'n terreinontwikkelingsplan en landskaperingsplan. Die voormelde aansoeke ingevolge die Stellenbosch Munisipaliteit Verordening op Grondgebruiksbeplanning (2015) word versoek vir die ontwikkeling van 'n hoë digtheid residensiële gebou, tesame met kleinhandel en aanvullende gebruike, om die groeiende aanvraag vir residensiële en studente akkommodasie in Stellenbosch aan te spreek.

Kennis geskied hiermee ingevolge die Stellenbosch Munisipaliteit Verordening op Grondgebruikbeplanning dat die bogenoemde aansoek ontvang is en gedurende weeksdae tussen 08:30 en 13:30 by die Beplanningsadvieskantoor by Stellenbosch Munisipaliteit, Pleinstraat, Stellenbosch ter insae lê. Enige geskrewe kommentare/besware, met volledige redes daarvoor, moet ingevolge Artikel 50 van die genoemde wetgewing aan die aansoeker op een van die volgende wyses geadreseer word:

AANSOEKER
Geregistreerde of gewone pos
Urban Dynamics South Cape, PO Box 2445, Bellville, 7535
Of gefaks aan
021 948 1588
Of per hand afgelewer aan
Urban Dynamics South Cape, 2nd Floor, Tyger Valley Chambers Five, 27 Willie van Schoor Avenue, Bellville, 7530
Of per e-pos gelewer aan
gerhard@udwc.co.za

Alle kommentare moet op of voor 60 dae vanaf die datum van publikasie van hierdie kennisgewing ***(die statutêre 30 dae kommentaartydperk is tot 60 dae verleng om vir die resesperiode van die Raad tussen 15 Desember 2018 and 15 Januarie 2019 voorsiening te maak)***, met vermelding van die aansoeknommer, verwysingsnommer, u naam, adres en kontakbesonderhede, belangstelling in die aansoek en redes vir kommentaar, deur die bogemelde party ontvang word. Telefoniese navrae kan aan die aansoeker, Gerhard Swart by tel 021 948 1545 gerig word. Enige kommentaar/beswaar ontvang na die voormelde sluitingsdatum sal as ongeldig geag word. Enige persoon wat nie kan skryf nie sal deur 'n Munisipale-amptenaar bygestaan word om hul kommentaar op skrif te stel.

Die Uwe



GERHARD SWART

URBAN DYNAMICS South CAPE
TOWN & REGIONAL PLANNERS

Application Number: LU/8676
Our File Reference Number: Erf 143-145 & 166-170, Stellenbosch
Your Reference Number: L850-GS-mb-mp-310095S
Enquiries: Gerhard Swart
Contact No: 021 – 948 1545
Email address: gerhard@udwc.co.za
Date: 15 November 2018

REGISTERED MAIL

EC Kriek
PO Box 2565
Paarl
7620

Dear Mr/Ms

APPLICATION FOR CONSOLIDATION, REZONING, PERMANENT DEPARTURES FROM THE STELLENBOSCH ZONING SCHEME REGULATIONS (1996), REMOVAL OF RESTRICTIVE TITLE DEED CONDITIONS, APPROVAL OF A SITE DEVELOPMENT PLAN AND LANDSCAPING MASTER PLAN: ERVEN 143 – 145 & 166 – 170, STELLENBOSCH, DENNESIG; HOFMAN AND PAUL KRUGER STREETS, STELLENBOSCH

Applicant:	Urban Dynamics South Cape
Owner:	Buffshelfco 54 Proprietary Limited (082 330 8063)
Application number:	LU/8676
Reference number:	Erf 143-145 & 166-170, Stellenbosch
Property Description:	Erven 143 – 145 & 166 – 170, Stellenbosch
Physical Address:	Dennesig; Hofman & Paul Kruger Streets

Detailed description of proposal:

The proposed development requires application in terms of Sections 15(2)(a); 15(2)(b); 15(2)(e); and 15(2)(f), of the Stellenbosch Municipal Land Use Planning By-Law (2015), for the following: The consolidation of Erven 143-145 & 166 – 170, Stellenbosch; Rezoning of the consolidated area from Single Residential Zone to Specific Business Zone; permanent departures from the Stellenbosch Zoning Scheme Regulations (1996) to allow for: 6 storeys, relaxation of street and lateral building lines, coverage of 58% in lieu of 50%, a parking ratio of 0.85 parking bays per bedroom in lieu of 1 bay per bedroom, and to permit doors and windows etc. on lateral and rear boundaries; the removal of restrictive title deed conditions (conditions pertaining to land uses on each property, the subdivision of properties, building lines, registration of servitudes to accommodate services, and water use from the Kromme River); and approval of a Site Development Plan and Landscaping Master Plan.

The aforementioned applications in terms of the Stellenbosch Municipal Land Use Planning By-Law (2015) are required to establish a high density residential building along with retail facilities and ancillary uses, as a response to the growing demand for residential and student accommodation within Stellenbosch.

Notice is hereby given in terms of the Stellenbosch Municipal Land Use Planning By-law that the above mentioned application has been received and is available for inspection during weekdays between 08:30 and 13:30 at the Planning Advice Centre at Stellenbosch Municipality, Plein Street, Stellenbosch. Any written comments/objections, with full reasons therefore, may be addressed in terms of section 50 of the said legislation to the applicant in one of the following manners:

APPLICANT
Registered mail or normal mail
Urban Dynamics South Cape, PO Box 2445, Bellville, 7535
Or faxed to
021 948 1588
Or hand delivered to
Urban Dynamics South Cape, 2nd Floor, Tyger Valley Chambers Five, 27 Willie van Schoor Avenue, Bellville, 7530
Or e-mailed to
gerhard@udwc.co.za

All comments, quoting the application number, reference number, your name, address or contact details, your interest in the application and reasons for comments should be received by the above party on or before **60 days** from the date of publication of this notice ***(the statutory 30 day commenting period has been extended to 60 days to take Council's recess period between 15 December 2018 and 15 January 2019 into account)***. Telephonic enquiries can be made to the applicant, Gerhard Swart at 021 948 1545. Any comment/objection received after aforementioned closing date will be considered invalid. Any person who cannot write will be assisted by a Municipal official by transcribing their comments.

Yours faithfully



GERHARD SWART

SECTION 1 EXECUTIVE SUMMARY

1.1. Background

Urban Dynamics South Cape (Pty) Ltd has been appointed by BUFFSHELFCO 54 Pty Ltd (Reg nr. 2017/234752/07) for the procurement of land use rights, to enable the development of a high density residential building, mixed with ancillary and business uses, on erven 143 – 145 and 166 – 170, Stellenbosch. *Figure 1.1* below indicates an aerial view the application area.



Figure 1.1: Aerial Context

The excellent location of the application area relative to the surrounding amenities, contribute positively to the potential of the application area for high density student accommodation. The market has responded to Council's approved Integrated Development Plan (IDP: 2018/2019) where the Dennesig neighbourhood has been earmarked as a primary densification and development intensification area for the establishment of blocks of flats. The proposed development is therefore consistent with the Spatial Policy directives. *Figure 1.2* below indicates the proposed development within its surrounding context. The development proposal and design of the building is the product of a thorough process of iteration and mitigation in order to respond positively and appropriately to the context and immediate environs, incorporating the recommendations of the urban design informants and heritage impact assessment. The proposal establishes and promotes active and permeable street interfaces, incorporates green building elements (natural lighting, screening, texture etc.), promotes pedestrian movement (walking and cycling), and responds to the architectural character of the surrounding area etc.

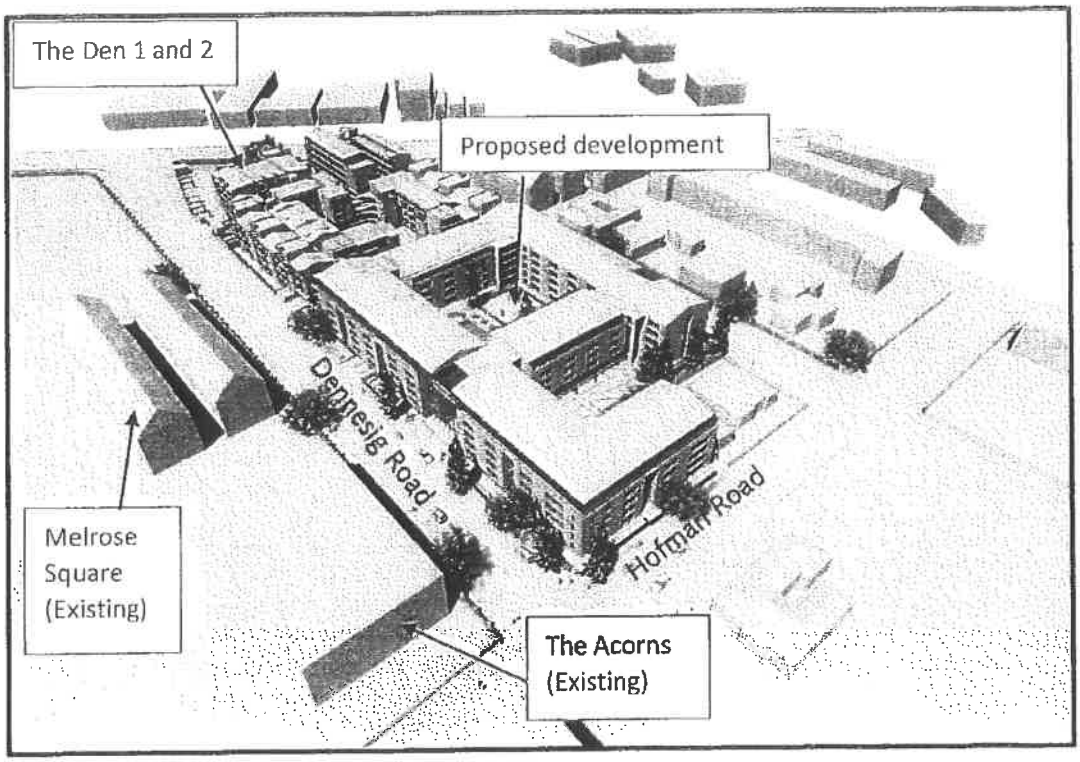

Figure 1.2: Locational Fit

The proposed mixed-use development (residential, retail and ancillary uses) will obtain vehicular access from Dennesig Road. The main pedestrian access is also located in Dennesig Road, with an additional pedestrian access along Hofman Road. The proposal includes two parking levels (basement storey and ground floor). Parking is being concealed from the abutting roads. In order to create positive street edges, residential units (23) are proposed on ground floor facing outwards. The ground floor units were also set back to create larger private gardens, to create a positive public-private interface with the streets. The residential units on the ground floor will also increase safety through a level of 'surveillance' of the retail uses located along Dennesig and Hofman Roads. A total of 508 residential units, consisting of studio apartments, 1 bedroom studios, and 2 bedroom apartments are proposed within the development. The ancillary uses include, but are not limited to, a swimming pool, multi-purpose pitch, study halls etc.

The development proposes a state-of-the-art residential development with top quality amenities, promoting a well-integrated, sustainable, safe and amiable living environment. The building will have a strong urban presence and contribute to the vernacular character of the area, within a well-established tree-lined urban landscape. The proposed design follows the traditional pattern distinctive in Stellenbosch of buildings 'hugging' and 'enclosing' the streets, therefore better defining the streets as public space and place. The architectural style of the proposed development is responsive to its historical contextual environment. The mainly smooth rendered white washed surfaces juxtaposed with recessed glazed surfaces and deep-set balconies, will enhance the integration with contemporary urban aesthetic that connects with the historical vernacular style of Stellenbosch.

Landscaping features will be implemented as tools/ measures of mitigating potential visual impacts of the proposed development, as well as to create a high quality urban environment. Landscaping is based on sustainable landscaping principles. Most of the existing trees will be retained and trees next to foundations will be assisted with water absorption (Vertimulch treatment). Water wise gardening with hardy plants will be implemented. Road reserves will also be landscaped to accommodate pedestrian walkways and green buffer strips to provide privacy for ground floor units.

The proposed departures of development parameters are based on contextual and urban design informants and will in fact contribute to an improved building that will fit into the local environment, address the demand for residential development in Stellenbosch, and which is consistent with Council's policy directives.

URBAN DYNAMICS south CAPE
TOWN & REGIONAL PLANNERS

Aansoeknommer: LU/8676
Munsipale Lêerverwysingsnommer: Erf 143-145 & 166-170, Stellenbosch
Aansoeker Verwysingsnommer: L850-GS-mb-mp-310095S
Navrae: Gerhard Swart
Kontaknommer: 021 – 948 1545
E-pos adres: gerhard@udwc.co.za
Datum: 15 November 2018

GEREGISTREERDE POS

EC Kriek
Posbus 2565
Paarl
7620

Beste Mnr/Me

AANSOEK VIR KONSOLIDASIE, HERSONERING, PERMANENTE AFWYKINGS VAN DIE STELLENBOSCH SONERINGSKEMAREGULASIES (1996), OPHEFFING VAN BEPERKENDE TITELAKTE VOORWAARDES, GOEDKEURING VAN 'N TERREINONTWIKKELINGSPLAN EN LANDSKAPERINGSPLAN: ERWE 143 – 145 & 166 – 170, STELLENBOSCH, DENNESIG; HOFMAN EN PAUL KRUGER STRATE, STELLENBOSCH

Aansoeker:	Urban Dynamics South Cape
Eienaar:	Buffshelfco 54 Proprietary Limited (082 330 8063)
Aansoeknommer:	LU/8676
Verwysingsnommer:	Erf 143 – 145 & 166 – 170, Stellenbosch
Eiendomsbeskrywing:	Erwe 143 – 145 & 166 – 170, Stellenbosch
Fisiese Adres:	Dennesig; Hofman & Paul Kruger strate

Beskrywing van aansoek:

Die voorgestelde ontwikkeling vereis aansoek ingevolge Artikels 15(2)(a); 15(2)(b); 15(2)(e); en 15(2)(f), van die Stellenbosch Munisipaliteit: Verordening op Grondgebruiksbeplanning (2015), vir die volgende: Die konsolidasie van Erwe 143 – 145 & 166 – 170, Stellenbosch; die Hersonering van die gekonsolideerde area van Enkelbewoning na Spesifieke Besigheid; permanente afwykings van die Stellenbosch Soneringskemaregulasies (1996) om die volgende toe te laat: 6 verdiepings, verslapping van straat en kant boulyne, dekking vanaf 50% na 58%, parkering in 'n verhouding van 0.85 parkeer spasies per slaapkamer in stede van 1 parkeerspasie per slaapkamer, om deure en vensters ens. op kant en agter erfgrense toe te laat; die opheffing van beperkende titelakte voorwaardes (voorwaardes met betrekking tot grondgebruike op eiendomme, verdeling van eiendomme, boulyne registreer van serwituute vir dienste doeleindes, en watergebruik van die Kromme Rivier); en die goedkeuring van 'n terreinontwikkelingsplan en landskaperingsplan.

Tyger Valley Chambers Five, 2nd Floor, 27 Willie van Schoor Avenue, Bellville 7535
PO Box 2445, Bellville 7535
Tel: +27(0)21 948-1545 / Fax: +27(0)21 948-1588
Email: erika@udwc.co.za Reg No: 1997/006197/07

Directors: W Herbert (Managing) (A/624/1990) * PL Olden (A/1162/2000) * GP Swart (A/1126/1999)*
Associate Director: PJ Lerm (A/163/2009)*
*Registered Professional Planners

BEE LEVEL 4

Die voormelde aansoeke ingevolge die Stellenbosch Munisipaliteit: Verordening op Grondgebruiksbeplanning (2015) word versoek vir die ontwikkeling van 'n hoë digtheid residensiële gebou, tesame met kleinhandel en aanvullende gebruike, om die groeiende aanvraag vir residensiële en student akkommodasie in Stellenbosch aan te spreek.

Kennis geskied hiermee ingevolge die Stellenbosch Munisipaliteit: Verordening op Grondgebruikbeplanning dat die bogenoemde aansoek ontvang is en gedurende weeksdae tussen 08:30 en 13:30 by die Beplanningsadvieskantoor by Stellenbosch Munisipaliteit, Pleinstraat, Stellenbosch ter insae lê. Enige geskrewe kommentare/besware, met volledige redes daarvoor, moet ingevolge Artikel 50 van die genoemde wetgewing aan die aansoeker op een van die volgende wyses geadreseer word:

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gerhard@udwc.co.za

Alle kommentare moet op of voor 60 dae vanaf die datum van publikasie van hierdie kennisgewing *(die statutêre 30 dae kommentaartydperk is tot 60 dae verleng om vir die resesperiode van die Raad tussen 15 Desember 2018 and 15 Januarie 2019 voorsiening te maak)*, met vermelding van die aansoeknommer, verwysingsnommer, u naam, adres en kontakbesonderhede; belangstelling in die aansoek en redes vir kommentaar, deur die bogemelde party ontvang word. Telefoniese navrae kan aan die aansoeker, Gerhard Swart by tel 021 948 1545 gerig word. Enige kommentaar/beswaar ontvang na die voormelde sluitingsdatum sal as ongeldig geag word. Enige persoon wat nie kan skryf nie sal deur 'n Munisipale-amptenaar bygestaan word om hul kommentaar op skrif te stel.

Die Uwe



GERHARD SWART

SECTION 1 SAMEVATTENDE OPSOMMING

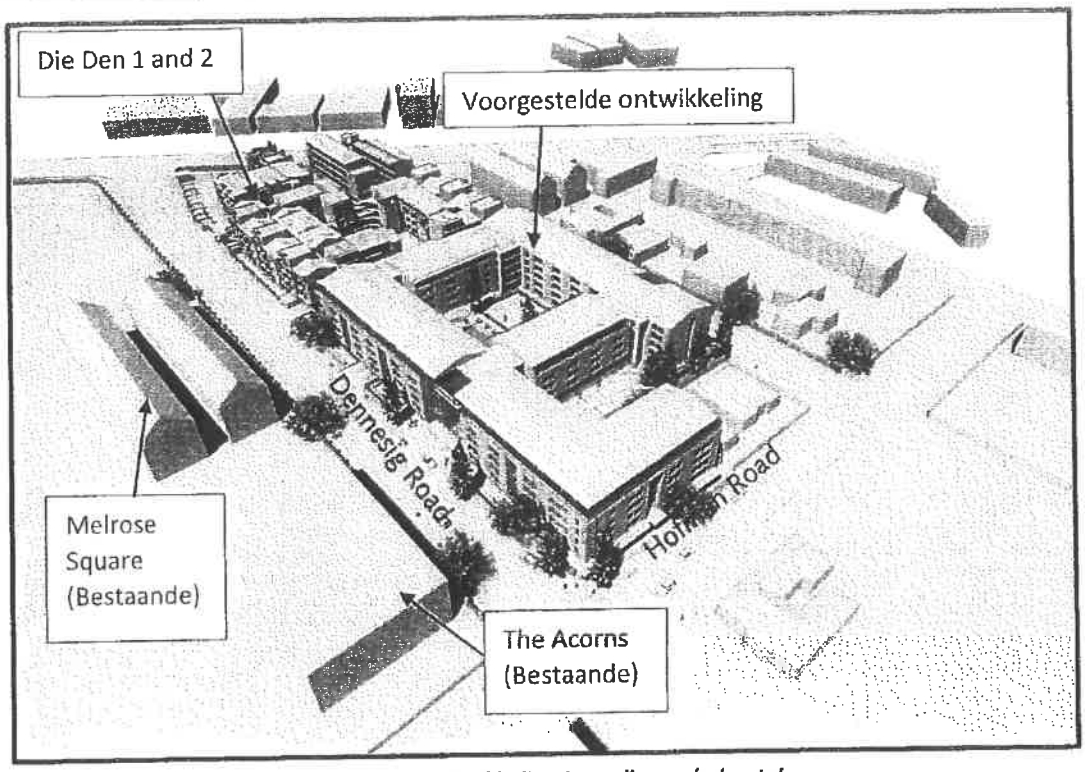
1.1. Agtergrond

Urban Dynamics Suid-Kaap (Edms) Bpk was aangestel deur BUFFSHELFCO 54 (Edms) Bpk (Reg nr. 2017/234752/07) vir die verkryging van grondgebruiksregte, ten einde die ontwikkeling van 'n hoë digtheid residensiële gebou, gemeng met aanvullende en besigheid gebruike, op erwe 143 – 145 en 166 – 170, Stellenbosch. *Figuur 1.1* hieronder dui 'n lugfoto aan van die aansoekgebied.



Figuur 1.1: Lugfoto

Die uitstekende ligging van die aansoekgebied relatief tot die omliggende geriewe, dra positief by tot die potensiaal van die aansoekarea vir hoë-digtheid studente akkommodasie. Die mark het positief gereageer op die Raad se goedgekeurde Geïntegreerde Ontwikkelingsplan (GOP: 2018/2019) waar die Dennesig-area geoormerk is as 'n primêre verdigting en hoër intensiteit ontwikkeling vir die vestiging van woonstelblokke. Die voorgestelde ontwikkeling is dus in ooreenstemming met die ruimtelike beleidsriglyne. *Figuur 1.2* hieronder dui die voorgestelde ontwikkeling binne sy omliggende konteks aan. Die ontwikkelingsvoorstel en ontwerp van die gebou is die produk van 'n deeglike proses van iterasie en versagting, ten einde positief en gepas te reageer op die konteks en onmiddellike omgewing. Die aanbevelings van die stedelike ontwerp-idikatore en erfenis impak assessering is ook tydens die ontwerp in ag geneem. Die voorstel vestig en bevorder aktiewe en deursigtige straatfronte, bevat 'groen' geboue (natuurlike beligting, skerms, tekstuur, ens.), bevorder voetgangersbeweging (loop en fietsry), reageer positief op die argitektoniese karakter van die omliggende area, ens.



Figuur 1.2: Ontwikkeling in omliggende konteks

Die voorgestelde gemengde gebruiksontwikkeling (residensiële, kleinhandel en aanvullende gebruike) sal toegang verkry vanaf Dennesigstraat. Die hoof voetganger toegang is ook in Dennesigstraat, met 'n bykomende voetganger toegang langs Hofmanstraat. Die voorstel sluit twee parkeervlakke in (ondergronds en grondvloer). Parkering word van die aangrensende paaie/publiek versteek. Ten einde positiewe straatfronte te skep, word wooneenhede (23) op die grondvloer voorgestel met aansigte op straat/ na buite. Die eenhede op grondvloer is ook teruggeset om groter privaat tuine te skep, om 'n positiewe publieke-private verhouding/ omgewing te skep. Die wooneenhede op die grondvloer sal ook bydra tot veiligheid/ sekuriteit deur 'toesig' te hou op die kleinhandelgebruike wat langs Dennesig en Hofman strate voorsien word (oë-op-straat konsep). In die ontwikkeling word 'n totaal van 508 wooneenhede, bestaande uit studio-woonstelle, 1 slaapkamer-studios en 2 slaapkamer woonstelle, voorgestel. Die aanvullende gebruike sluit in, maar is nie beperk nie tot, 'n swembad, veeldoelige veld, studiesale, ens.

Die ontwikkeling is 'n moderne residensiële ontwikkeling met topgehalte-geriewe. Die voorgestelde ontwikkeling bied ook 'n goed geïntegreerde, volhoubare, veilige en vriendelike leefomgewing. Die gebou sal 'n sterk stedelike teenwoordigheid hê, binne 'n gevestigde boomryke area. Die voorgestelde ontwerp volg die tradisionele patroon kenmerkend aan Stellenbosch (geboue wat strate en publieke ruimtes om-sluit). Die argitektoniese styl van die voorgestelde ontwikkeling is 'n response op die historiese kontekstuele omgewing. Die hoofsaaklik gladde, wit oppervlaktes met ingeboude balkonne, sal die integrasie met kontemporêre stedelike estetika verbeter wat verbind kan word met die historiese boustyl van Stellenbosch.

Landskapering sal geïmplementeer word as 'n meganisme om die potensiële visuele impak van die voorgestelde ontwikkeling te versag/ verminder, asook om 'n hoë kwaliteit stedelike omgewing te skep. Landskapering is gebaseer op volhoubare beginsels. Die meeste van die bestaande bome sal behou word en bome naby gebou fondasies sal voorsien word met waterabsorpsie vermoë (Vertimulch-behandeling). Droogte bestande en geharde plante sal aangeplant word. Landskapering sal ook op sypaadjies plaasvind om voetgangers te akkommodeer en om 'n vlak van privaatheid aan grondvloerwooneenhede te verskaf.

Die voorgestelde afwykings van ontwikkelingsparameters is gebaseer op kontekstuele en stedelike ontwerp-indikatore en sal bydra tot 'n verbeterde gebou wat gepas sal wees in die plaaslike omgewing, die vraag na residensiële ontwikkeling in Stellenbosch aanspreek, en wat bestaanbaar is met die beleidsriglyne van die Raad.

APPLICATION NUMBER: LU/8676
Municipal Reference Number: Erf 143-145 and 166-170, Stellenbosch
Property Description: Erven 143–145 and 166-170, Stellenbosch

FROM : A B HAMMAN
Residential address:

9 Hofman Street
Stellenbosch, 7600

Postal address: (please use for registered mail)

7 Zwaanswyk Street
Karindal
Stellenbosch, 7600

Contact no: 0847396411
Email: ehamman63@gmail.com
November 26, 2018

TO: GERHARD SWART
Urban Dynamics South Cape
2nd Floor
Tyger Valley Chambers Five
27 Willie van Schoor Avenue
Bellville 7530

Mr Swart

RE: APPLICATION NO LU/8676

1. I am the owner and reside at Erf 146, situated at 9 Hofman Street, Stellenbosch. The said erf is on the corner of Hofman and Paul Kruger Streets, located to the east of the proposed development.

2. I hereby strongly object to the proposed demolition of existing buildings on Erven 143, 144, 145, 166, 167, 168, 169 and 170 and the development of a block of flats. The said Erven are part of a single residential area, i.e. Dennesig. This is an old established area and currently people of all age groups, including many families, reside here.

3. If the proposed development is to go ahead, it would have major negative effects on the living circumstances of residents of the remaining single residential properties in Paul Kruger, Dennesig and Hofman Streets. A development, as proposed, opposite or next to a single residential house, seriously violates the privacy of occupants of the residential houses.

4. Occupants living on the upper levels of the proposed block of flats, can easily look right into rooms and backyards of residential properties adjacent to or across the street from the flats. This is a violation of people's right to privacy at their homes, as per the Bill of Rights of our Constitution. The developers planning to encroach the lateral and street building lines, exacerbates this aspect (violation of privacy).

5. The residences on Erven 143, 144, 145, 166, 167, 168, 169 and 170 are all character-filled old homes dating from the 1930's and 1940's. Similar character-filled residences in Stellenbosch are found only in the Mostertsdrif area, and are selling at much higher prices. I am of the opinion that these residences should be renovated and preserved as part of our architectural heritage. This statement is in line with municipal and city council polies of other towns and cities, where old established residential areas are restored and preserved and finally become very popular areas to live in.

6. A letter of objection, on heritage grounds, dated October 24, 2018, was already presented to a Heritage Practitioner, i.e. Ms Cindy Postiethwayte.

7. Both Dennesig and Paul Kruger Streets are currently beautiful tree-lined, quiet residential streets. Should the proposed development go ahead, it will cause an enormous increase in traffic to this area. Higher traffic volumes will also increase noise and air pollution (because of exhaust fumes). The traffic increase is a direct threat to children and other pedestrians using these streets.

8. Currently there are two blocks of flats on the southern side of Dennesig Street, and one block of flats on the northern side of Paul Kruger Street. I am totally against the spreading of such developments to a character-filled, quiet single residential area. Homeowners in the Dennesig Area, as in other areas, yearly spend lots of money on the maintenance and improvements of their properties and gardens. A development as planned, will have a negative effect on residential property values in the area. A high density development with accompanied increased traffic flows, increased noise and pollution levels as well as harmful effects on privacy of surrounding residences, will cause the Dennesig are to lose its residential character; current property owners will be forced by these unpleasant circumstances to sell their properties and move elsewhere.

Thank you for the opportunity to present my objection.

Sincerely

ABHamman

A B HAMMAN

Martin Botha

From: Leon Rossouw <leon@devcor.co.za>
Sent: Saturday, 07 September 2019 12:20
To: Andre Hamman
Subject: Jou Dennesig eiendom en ons kommunikasie met jou.

Beste Andre, ons afgelope kommunikasie van hierdie week verwys.

Na ons eerste ontmoeting in YaYa restaurant om die koop van jou eiendom te bespreek, en aan jou ons planne en visie vir die area voor te lê, het jy ons koopkontrak geneem om dit te bestudeer en die aanbod te oorweeg. Ons het daarna nooit enige terugvoer van jou ontvang in die verband nie , behalwe ń sms wat gesê het , "moet my nooit weer hieroor kontak nie".

Dit was ń uiters vreemde optrede vir my, na ons het heerlike ontbyt saam by YaYa , verskeie koffies later, en lekker gesels oor ons dae saam op skool. Jy het my nog pertinent gevra " Leon wat wil julle hê" waarop ek jou geantwoord het, ons wil jou huis koop teen ń baie goeie prys vir jou, bo huidige markwaarde, oorweeg asb ons aanbod.

Alhoewel ons die afgelope 12 tot 18 maande verskeie pogings aangewend het om met jou te probeer gesels oor jou eiendom en objeksies teen ons ontwikkeling , was dit onsuksesvol. Jy het op geen van ons oproepe of boodskappe in die verband gereageer nie, en dit vir ons onmoontlik gemaak om met jou te gesels en ń oplossing te probeer bewerkstellig rondom jou objeksies / klagtes. Selfs ons Stadsbeplanners het verskeie pogings aangewend om met jou te vergader en jou objeksies te bespreek, sonder enige sukses.

Jy hel wel op ń stadium een van my vele oproepe geneem en vir my gesê ons kan jou eiendom koop by jou teen ń bedrag van R84 miljoen. Ek het aan jou genoem dis nie ń haalbare prys nie. Is jy enigsins nou bereid om weer met ons te gesels in die verband of om net jou klagtes oor ons ontwikkeling met ons te bespreek ?
Ons sal graag jou klagtes wil bespreek om te sien of ons tot ń werkbare vergelyk kan kom. Al hoe ons lg kan doen is om met jou te ontmoet en dit deur te gesels. Derhalwe ons herhaalde versoeke in die verband.

Ons hoor graag van jou en sien uit na jou beloofde e pos, soos genoem in jou sms aan my vroeër die week. Ek het reeds my kontakdetail vir jou gestuur in my vorige e pos.

Jou sms:

Ek gaan NIE met jou in gesprek tree oor ontwikkelings in Dennesig NIE,sodra ek jou besonderhede kry stuur ek n epos in hierdie verband

Vriendelike groete.

Leon Rossouw
Devcor
Cell: 082 820 5342
Email: leon@devcor.co.za
Ground Floor La Gratitude Offices 95 Dorp Street Stellenbosch 7600

MEGLIS (PTY) LIMITED

Reg No 2014/020865/07

Our Reference: Erven 143-145 & 166-170, Stellenbosch
Your Reference:LU/8676

02 January 2019

Urban Dynamics South Cape
Care of: Gerhard Swart
P O Box 2445
BELLVILLE
7535

Per e-mail: gerhard@udwc.co.za

Dear Sir

OBJECTION AGAINST PROPOSED DEVELOPMENT OF ERVEN 143-145 & 166-170, STELLENBOSCH

Your letter dated 15 November 2018 informing us of the proposed development of the abovementioned properties has reference.

We, Meglis (Pty) Ltd the owners of Erf 132,133,134 (Consolidated to Erf 17274) herewith formally submit our objection to the proposed development in terms of Section 50 of the Stellenbosch Municipality Land Use Planning By-Law.

The objection mainly relates to:

A. The zoning to Specific Business Zone;
B. Accommodation for students only;
C. Excessive application for departures.

It should be noted that our objection is not against the principle of densification in the area, as we acknowledge the need for - and legislative support of - densification in the area. The objection is, however, against the proposed business zoning and retail component, provision for student housing only, and the extensive deviations/departures from the land use regulations which are proposed, and which will not benefit the surrounding area in the long term. We therefore list the reasons for our objections below.

1. **Rezoning to Specific Business in a Residential Area:**

We strongly object to the proposed business zoning which will allow a retail component within the heart of a residential neighbourhood.

a) Although densification has been supported and flats constructed in the Dennesig area, it was purely for residential purposes – as are confirmed by the applicant under "*2.3 Zoning Context*". The introduction of retail within this residential area will therefore have a direct impact on the character of the area and will set a dangerous precedent for future retail proposals to creep into the area.

b) Dennesig area is situated between Adam Tas Road/R44, Merriman Avenue, Bird Street and Molteno Road where numerous business, retail and other related uses are concentrated. These retail uses are located along activity streets/through routes and are within walking distance of the property under consideration. The need for a retail component at this location – within the residential area – is therefore strongly questioned.

c) It is noted that the Integrated Development Plan (IDP) promotes residential densification in the Dennesig area, however, it does not mention any proposals for retail development. One can therefore only motivate the residential component in relation to the IDP.

d) As 'retail' is not defined in the zoning scheme regulations, it is unclear what the retail component will entail, what the operating hours will be, etc. A convenience shop which is opened 24/7 for the convenience of its clients – students – can lead to a disturbance to the surrounding property owners, especially at night.

e) Delivery – The delivery of goods to the retail shops will create congestion during the day and noise pollution for residents, especially considering delivery times are often in the early hours of the morning.

f) The safety and security of the surrounding area will be negatively affected, as the retail use will draw negative elements into the residential area (e.g. beggars and other elements).

g) We further strongly object to retail use, especially the sale of alcohol (of-sales and/or on-site consumption) which is not a desirable use within a residential area and which can cause nuisance and draw the wrong elements into the area.

h) The applicant mentions the Draft Transit Orientated Development Report which vaguely indicate an area along Merriman Avenue which *could* be considered for mixed uses. It is important to note that this report was written from a transport point of view and does not necessarily take into account town planning principles.

i) It is a great concern to us that ground floor apartments could be converted into retail at a later stage, which will have an even greater impact on the character of the area and on the traffic congestion - especially since the existing proposal does not adhere to the parking requirements and there will be no space for additional parking. We therefore strongly object to the proposed zoning of Specific Business and insist on the zoning being residential, as what we were only granted.

2. **Provision is only made for student housing:**

Although there is always a demand for student housing, there are also a large demand for accommodation for the general public who contribute to the town's local economy and whom should be taken into account with any development to ensure a balance.

a) Studies indicate that an imbalance in the above accommodation with the focus on student housing alone can transform a neighbourhood by raising property prices and reducing the availability of affordable accommodation for local people, disrupting locals' lives with their exuberant lifestyles and transform areas that rush to cater for the tastes of the new young clientele. In England, this process has even spawned its own term – *"studentification"*.

b) A result of this 'studentification' is that permanent residents are forced out of an area and result in *"a kind of social cleansing"*.

c) Furthermore, the local economy as well as the safety and security of areas are negatively impacted when areas become ghost towns out of term time.

d) If the balance between permanent and season residency is not carefully controlled it can have a very negative impact on the local economy and specifically small business ventures and even the proposed retail component.

e) Our approval was based on the condition that we provided 3 bedroom units, as integrated family living was a big consideration and a requirement for us to obtain approval. How can this be imposed on us and not on this development. Student living as you say will destroy community / family residential areas

We therefore request that Council consider the impact of this will have on the future of the area.

3. Departures:

3.1 General

The objection against the departures are mainly related to the under-provision of parking, street building line relaxation and height, which directly impact on the surrounding area.

a) Zoning scheme regulations has a specific purpose and are formulated and implemented for a reason. This include the conservation of the value of buildings and other properties in the area and to encourage the most appropriate use/development of the land. The character of an area is mainly determined by what is allowed in the zoning scheme regulations and extreme deviation from these regulations could have far reaching negative effects, especially when decisions on future developments have to be made.

b) It is acknowledged that – in certain site-specific circumstances - Council could consider certain minor departures from these regulations to allow practical solutions for the use of space. As a result, other buildings in the area has, e.g. been allowed limited departures from the regulations. Caution was however taken to ensure that most of the regulations pertaining to massing was adhered to.

c) The support of the proposed departures, especially the parking and number of storeys will set a dangerous precedent for future proposals, if favourably considered. The combined impact of further/future development proposals could therefore have far reaching negative results for the area.

d) When we went through our land use management application process, Council was unwavering on their (percentage) requirement for green area within the development. We therefore strongly object to this proposal as the development does not meet the requirement and thus should not be approved on this basis.

3.2 Parking:

We are strongly opposed to the under-provision of parking and the manner in which parking is provided for the retail component.

a) Although the proposed development is in close proximity of the University of Stellenbosch and pedestrian and public transport are available and promoted for the town, students do not only

move around town. Most students go home over holidays and weekends (and have to come back), some work in their spare time, etc. and therefore require vehicles to commute. Due to the unfortunate safety risk relating to walking/cycling to US, especially for female students, more residents might be using making use of their vehicles. The parking requirement can therefore not only be evaluated on the basis that students walk/ride bike to US.

b) There is furthermore no parking available for visitors and the spill-over parking will end up in the road reserve or probably the retail parking area. This will not only have a negative impact on traffic safety but can draw the wrong elements into the area as cars parked in the street (unsecure) are easy targets for criminals.

c) The proposal to provide parking for the retail component within the road reserve is not supported as there will be no control over who can use it. Any of the surrounding residential developments or their visitors can therefore use it, leaving the retail area without parking. This will become an even greater problem during peak hours.

d) The parking bays are also proposed on either side of the road, which means that customers will have to cross the road to and from the retail outlet and increase pedestrian traffic over the road. On-site parking would therefore be more appropriate.

3.3 Height and Building Line Departures:

The proposed increase in number of storeys, combined with the building line departures – specifically the Street building lines (Dennesig, Paul Kruger and Hofman Roads) from 7.6 m to 3.5 m – will have a direct impact on the buildings' size and massing in relation to the human scale.

a) Although the design elements of the proposed building are well thought through, the design/massing/height is probably more appropriate for a property located on a busy street front within a node (e.g. the CBD). The proposal is, however, situated within a residential area characterised by small intimate streets, where the focus is more on the building and its relationship to the sidewalk and street(s) and the associated importance to "human" scale.

b) The scale of the proposed buildings in relation to the narrow streets – which was designed for to accommodate a single residential character – will completely overshadow the human scale as experienced from passers-by and can create a tunnel effect. Especially if this precedent is continued through similar developments in the area. The height and building line departures are therefore not supported.

c) In considering the degree of fit of the proposed building with the character of the surrounding area, it is also important to take into account the relationship between the proposed building and

the size of adjacent structures. In this instance the development is situated adjoining Erf 146, which contains a single residential dwelling which will be totally overshadowed by the massing and height of the building.

d) The form of the building is also a direct relation to the neighbourhood context. Aspects such as the importance of existing patterns, future planning vision for the area and neighbourhood scale form part of the neighbourhood context and should be taken into account when making a decision on whether the building fits into the area. In this instance the proposed building, due to its massive scale, does not fit into the existing neighbourhood patterns or neighbourhood scale.

Strong emphasis is also placed on the fact that this proposal should be dealt with and considered through applying similar decision-making criteria as was implemented with our previously approved developments.

4. No Loading Bay is Provided:

Although the Zoning Scheme does not necessarily require a loading bay, we feel strongly that this is an important issue that should be addressed.

a) No loading bay is provided for deliveries and it is proposed to accommodate the delivery vehicles on the of-site parking bays in Hofman Street. This mean that the parking bays will not always be available for the use of customers who will be forced to park in the road reserve – most probably on one of the side streets.

b) Furthermore, if the parking bays adjoining the retail are occupied, delivery vehicles will have to find a place to turn around and then park across the road and carry/wheel stock across Hofman Street. In the event that the parking bays on either side of the road are occupied, the delivery vehicles will be forced to stop in the road which will result in congestion and have a negative ipact on traffic flow and safety.

c) The beforementioned will have a direct impact on the streetscape and how the street and pedestrian environment is perceived, especially given that this proposal is situated in the middle of a residential area.

Although we are strongly opposing the above, it is requested that – in the event that Council support the proposed land uses - an on-site loading bay be provided to alleviate our concerns.

5. **Conclusion:**

In light of the above it is requested that Council seriously consider the long-term implications this proposal will have on setting a precedent for future developers to apply for retail uses, the provision of student housing only and extensive departures (especially those relate to parking, scale and massing due to departures) and the resultant long-term impact on the character of the area. The additional traffic and transport related issues which will be generated as a result of these departures are furthermore of great concern, as is the manner in which the parking provision is being addressed.

It is therefore important that this proposal should not be dealt with in isolation but rather be viewed as a benchmark for future development proposals and applications in this area. This emphasize our concerns and reasons for objection which, if not addressed in a responsible manner, can have a long-term negative impact on the character, health, safety and wellbeing of the surrounding community.

We trust that you find the above in order.



Yours faithfully
Toni Capuzzimati

Stellenbosch Roman Catholic Church

St Nicholas' Church/ St Mark's Church/ All Saints' Church

Parish Priest: Fr Wim Lindeque

16 Paul Kruger Street

7600 STELLENBOSCH

Tel (021) 887-5979/084 714 7817

frwim@stellenboschcatholic.org.za

2019-01-15

Objection to the proposed development (Phases 1 and 2) of Erven 143-145,166-170, Paul Kruger Street and Dennesig Street (9,11,13,17,19,21 and 23 Paul Kruger Street and 12, 14, 16, 18, 20, 24,26 and 28 Dennesig Street)

Application Number LU/8676

Reference Number L850-GS-mb-mp-31009S

Mr Gerhard Swart, Urban Dynamics South Cape Town and Regional Planners.

Dear Mr Swart

We, the Catholic Community of St Nicholas' Church, Stellenbosch, object in the strongest possible terms to the proposed developments on the properties listed above. To begin with, we are puzzled about why we were never contacted about a development that will so drastically alter the shape and utility of our whole neighbourhood.

There is no doubt in our minds that we will be impacted dramatically and extremely disadvantageously by the plans outlined in your Executive summary.

As the owners and occupants of the Kromme Rivier homestead and cellar, classified as Grade II National Monuments, and as a multicultural religious community that have preserved and maintained these historic and irreplaceable buildings at great cost for almost nearly 90 years, our objections are as follows:

1. If these developments are allowed to proceed, the character and the natural and social ecology of Paul Kruger Street will be dramatically changed by the proposed development which your clients plan for the corner of Paul Kruger and Hoffman, as well as at least three other multi-storey developments planned for Paul Kruger Street. The road infrastructure between Merriman, Molteno, Bird and Adam Tas Streets certainly be overburdened by the large numbers of cars these developments will bring

to the area. A detailed traffic analysis should be done to study the effects of this influx. Such a study should include what will happen during services in the church when many of our parishioners need to park along Paul Kruger Street. This will impact greatly on especially older Catholics who will find it difficult to park further away and walk to Holy Mass. It will also make funerals and weddings difficult for those who wish to attend.

2. The proposed developments will interfere with our Constitutional right to practice our religious beliefs by bringing noise and traffic into the street and thus disrupting our devotions. Funerals and weddings take place not only inside the buildings where there might be some protection against the noise from a six-floor building with mainly students as tenants, but also use the outside space which will be severely compromised by the demolition of the existing houses and the erection of a large block of flats. The serenity of the werf area and the lane of trees is specifically mentioned in the Stellenbosch Municipality Heritage Survey and Management Plan. This has been a space for prayer and celebrations for almost ninety years. I have attached some photographs of the space and of our parishioners using that space.
3. The religious usage of the site has not been taken into account at all in the proposed development. This property was a very rare multi-racial space throughout the apartheid era and continues to be a place where Catholics from all areas of Stellenbosch come to pray and socialise. There was a swimming pool on the property from the 1950's until the 1980's and this was accessible to people of colour, especially children who had no other possibilities. For a number of years Father Albert Nolan OP, a highly regarded author, activist and theologian, resided in the presbytery (then St Nicholas' priory). People of colour were forcibly removed from the area around St Nicholas', but many of them continued to come here for their devotions, despite long distances and transport problems. Catholicism was banned in South Africa from the initial Dutch colonisation until 1818, when the proscription was slightly relaxed and only by the mid-19th century were Catholics actually free to practice their faith here. During the apartheid years, the phrase "die Roomse Gevaar" was formulated at Stellenbosch University to describe the opposition to racism that the Catholic Church represented. We are very proud of this heritage and continue to be an integrated community in a society that is still very often divided along racial, economic and cultural lines. The signatories of the petition attached live in many different parts of our town, but this is their spiritual home.
4. The history of our community is reflected in our present activities on the premises. The planned development will interfere with and may even stop our ability to pray, celebrate, meditate, live and work here. We were never approached by any person or group to find out how we use the property and how a development around us would influence us.

In order to make clear the impact of the demolition and the planned building of a six story, 508 apartment block on our activities, please allow me to describe our weekly programme and the groups who utilize the premises.

Mondays: Choir practice in the evening at 19:00 in the church, Narcotics Anonymous use the presbytery for their weekly meeting from 18:30 until 20:00. Tuesdays: Office hours from 09:00 until 14:00, people arrive for counselling, funeral arrangements, enquiries etc throughout the day. Holy Mass at 17:30, Adult Instruction at 18:15, often meetings at 19:00. Wednesdays: Continual prayer and meditation in silence from 08:00 until 18:00, office hours as above. Thursdays: office hours as above,

Fridays: office hours as above, Holy Mass at 17:30, Saturdays: Confessions from 09:00 to 10:00, often funerals in the morning and weddings during the afternoon (last year we had 28 weddings at St Nicholas', mainly during the warmer months), Sundays: Holy Mass at 08:00 (08:30 during the winter months), catechism classes for children 09:15 to 10:15, Holy Mass in isiXhosa at 12:00 once a month, Holy Mass in the Nigerian languages at 12:00 once a month, Holy Mass at 18:30 for the Catholic student community (during term time). Two priests reside on the property and their lives will be affected by the increase in noise and traffic from the planned developments. Over three hundred of our parishioners have signed a petition against the developments. They live in various parts of Stellenbosch, but consider St Nicholas' church as their spiritual home, in many cases for several generations.

It is impossible to overstate the impact that a large block of flats across the road from us and down the road from us will have on our religious community, our enjoyment and use of this very special property. The Catholic Church has taken its role as steward of these historic buildings very seriously, often at great expense. Last year the two buildings were re-thatched at a cost of nearly R900 000,00. The planned development could lead to this community having to abandon the premises if using them for religious purposes becomes too difficult, something which would, of course, suit the developers very well.

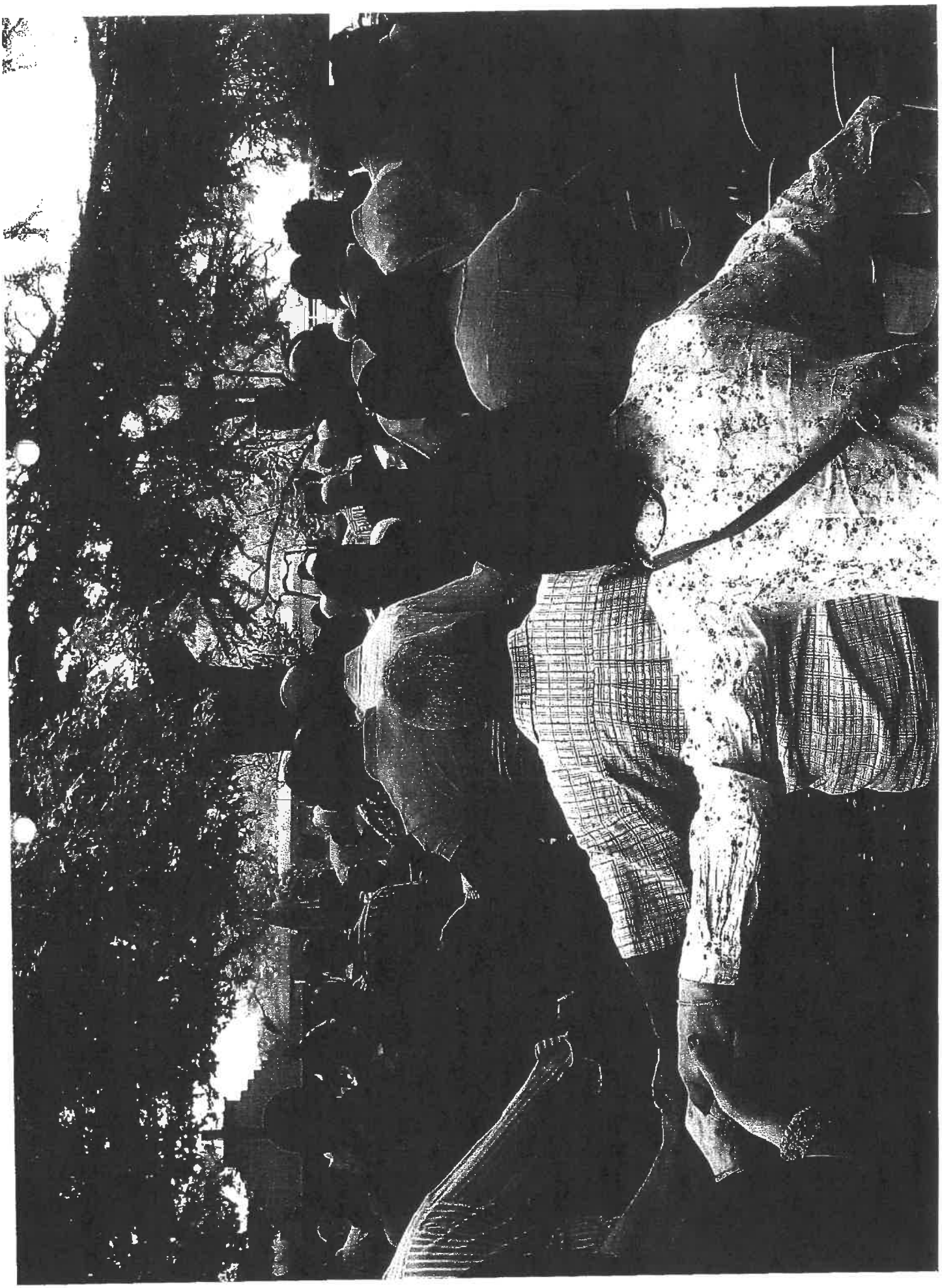
The history of these buildings and of our Catholic community are very precious to us and we feel that this heritage needs to be protected and preserved. We are well aware of the need for housing in Stellenbosch, especially for young families and we support the idea of the densification. This process needs to happen in a structured and well-planned manner and should not be allowed to destroy the character and ecology of our street and environs as has already happened to Dennesig Street.

The Archbishop of Cape Town, Stephen Brislin, whom I represent in Stellenbosch, is deeply concerned about these developments and fully supports these objections.

With concern,

Reverend Father Wim Lindeque

Parish Priest



MEMORANDUM OF UNDERTAKING BETWEEN BUFFSHELFCO 54 (PTY) (LTD)
AND STELLENBOSCH ROMAN CATHOLIC CHURCH
ST NICHOLAS' CHURCH

1. PARTIES

This Memorandum of Undertaking (hereafter referred to as "MOU") is made and entered into by and between Buffshelfco 54 (Pty) Ltd (hereafter referred to as "Buffshelfco"), whose address is 78 Corlett Drive, Melrose North and the St Nicholas' Catholic Church of Stellenbosch (hereafter referred to as "The Church"), whose address is 16 Paul Kruger Street, Stellenbosch in connection with the proposed development of Erven 143, 144, 145, 166, 167, 168, 169 And 170, situated at the corner of Dennesig and Paul Kruger Roads, Stellenbosch ("the Properties").

2. PURPOSE

The purpose of this MOU is to record the terms and conditions under which the Church shall withdraw its objection(s) and/or appeal(s) against the applications submitted by Buffshelfco, and/or submitted on behalf of Buffshelfco, to the relevant authorities for the proposed development contemplated in clause 1 in respect of the following application.

The application for rezoning and subdivision and departures in terms of the Stellenbosch Municipal Land Use Planning By-law (hereafter referred to as "The Rezoning Application").

The application was submitted by the agents of Buffshelfco 54 (Pty) Ltd on 08 October 2018.

3. TERM OF MOU

The MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU. The MOU shall remain in force and effect until the requirements in clauses 4.1 – 4.5 below have been discharged as evidenced by the letters of approval of both, the Rezoning and Heritage Applications.

4. RESPONSIBILITIES OF BUFFSHELFCO 54 (PTY) LTD

Buffshelfco herein undertake to ensure that The Rezoning Application is amended and upon submission to the Stellenbosch Municipality will incorporate the following changes in respect of the proposed development of the Properties:

4.1 Articulation of Hoffman and Paul Kruger building edge

The relationships between the proposed buildings on the Properties and the interface thereof with Hoffman and Paul Kruger Streets must be treated to reflect a lower "datum line". The height of the buildings on these street edges must not exceed 5 storeys and 4 storeys on Erf 146 on the corner of Hoffman and Paul Kruger Streets. The street elevation must be articulated through a variation of architectural interventions. The 5th storey is to be recessed. Through the innovative use of material and articulation, the 5th storey must be reflective of a part of the building so that it "sits" above the 4th storey, herein described as the datum line and as illustrated in the sketches below. The 4th storey is to be recessed in proximity to Erf 146 on the corner of Hoffman and Paul Kruger Streets where the "datum line" will be the 3rd storey.

4.2 Size and use of corner units

The architectural design will ensure that the flat units located at the corner of the building overlooking Erf 146 on the intersection of Hoffman and Paul Kruger Streets will be designed to a minimum size and specified use-type, as set out immediately hereunder:

These flat units will be used for living accommodation purposes only, with a minimum of 2 bedrooms. No uses other than living accommodation and study rooms will be permitted for these flat units, including but not limited to other uses such as communal break-away rooms, chill rooms and study areas.

4.3 Body corporate and rules

A body corporate will be amongst other, responsible for the enforcement of rules and regulations for the proposed development. The rules will include measures to ensure that the following categories of nuisance is mitigated and avoided:

i. Noise

Restriction of noise through the prescription of times and days of the week where noise produced by electric devices, instruments or electronic devices will be banned.

ii. Complaints

The rules of the Body Corporate must include procedures for the submission by The Catholic Church of complaints and penalties, where appropriate, against a transgression of the rules.

4.4 Parking and shuttle service

Public parking will be according to the public traffic and parking plan as approved and/or to be approved by the Municipality. It is envisaged in the DNDG (refer paragraph 4.5) that the Municipality will require the compilation of a parking management plan. The objectives of this plan will be to address parking hours, parking zones, parking transgressions, penalties, signage and parking on Sundays and special events.

A shuttle service will be implemented by the Body Corporate and / or a Home Owners Association for the Dennesig Neighbourhood when the occupancy of the building reaches a certain threshold. The requirements for the shuttle service will be contained in terms of the conditions of approval issued by the Municipality.

4.5 Dennesig Neighbourhood Design Guidelines (DNDG)

Buffshelfco undertakes to subscribe to the general intent of the urban design and transportation proposals as illustrated in the DNDG document. The cost for the implementation of these interventions will be determined in the DNDG document and as per the Service Level Agreement (SLA) and / or the Developers Agreement, whichever will be implemented by the Municipality in terms of the conditions of approval. This undertaking is also subject to final approval of the development as reflected in the DNDA and SLA.

5. AMENDMENTS

Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument and effective when executed and signed by all parties to this MOU.

6. APPLICABLE LAW

The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of [insert State name]. The courts of the State of State Name shall have jurisdiction over any action arising out of this MOU and over the parties and the venue shall be the Judicial District and Country, State Name.

7. ENTIRETY OF AGREEMENT

This MOU, consisting of numbers, pages represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

8. SEVERABILITY

Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect and either party may renegotiate the terms affected by the severance.

9. SOVEREIGN IMMUNITY

The requesting law enforcement agency and the assigning law enforcement agency and their respective governing bodies do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

10. THIRD PARTY BENEFICIARY RIGHTS

The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU the parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

11. SIGNATURES

In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

[AGENCY]

Archdiocese of Cape Town

[Name and Title]

Rev Fr W.J. Linnegar Date 22-10-2019

[Name and Title] Date

ROMAN CATHOLIC CHURCH ST. NICHOLAS ST. MARK'S STELLENBOSCH ALL SAINTS RK ROOMS-KATOLIEKE KERK

[AGENCY]

Urban Dynamics Western Cape

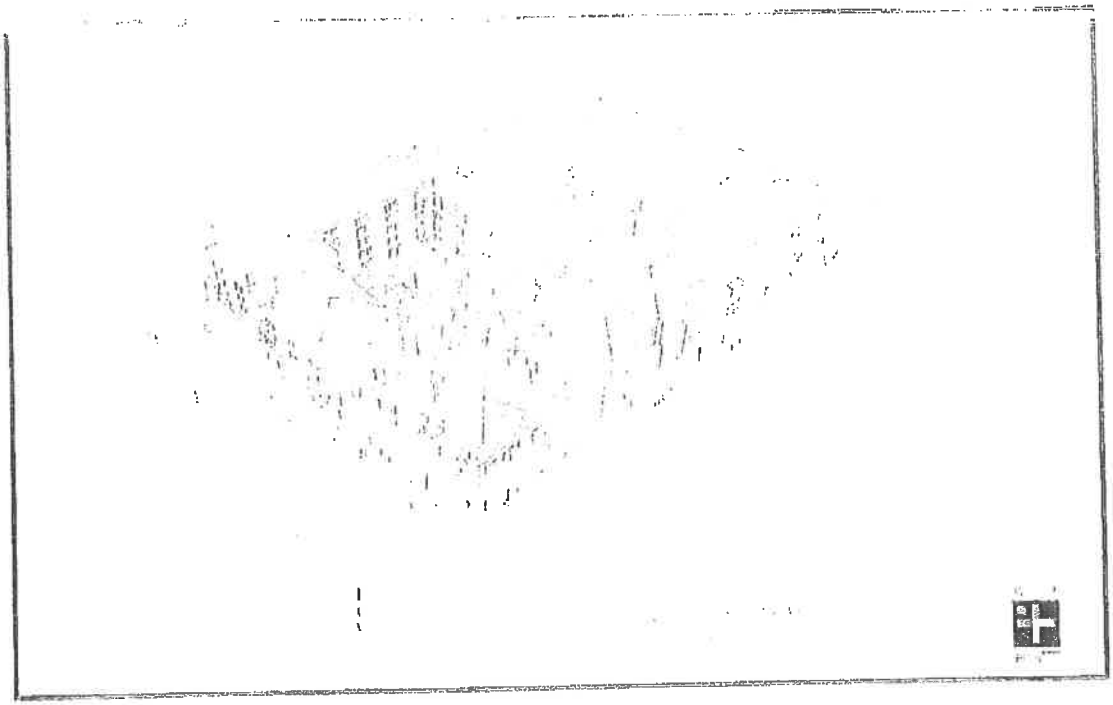
[Name and Title] GP Swart (Director) Date 22/10/2019

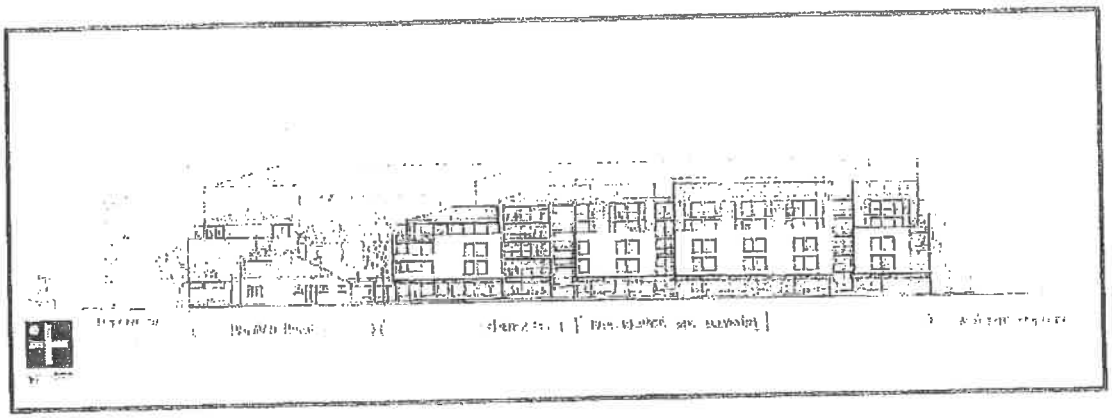
_____

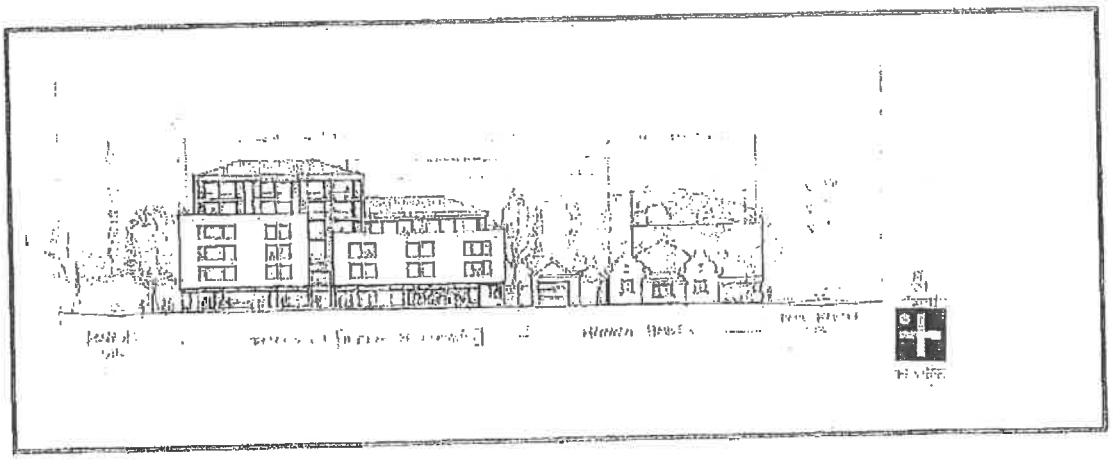
[Name and Title] Date

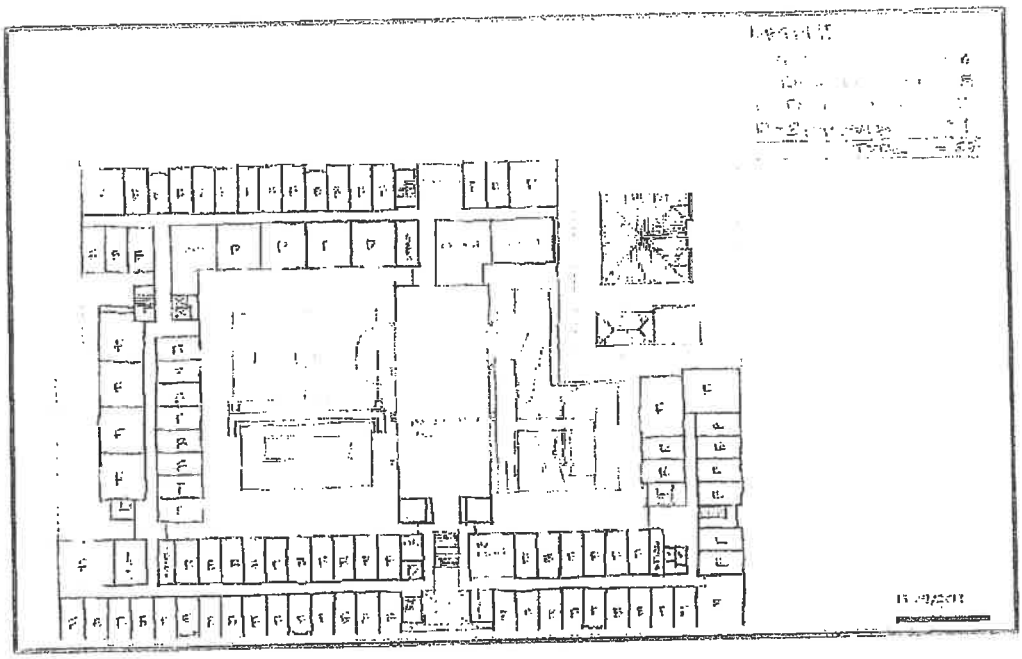
_____

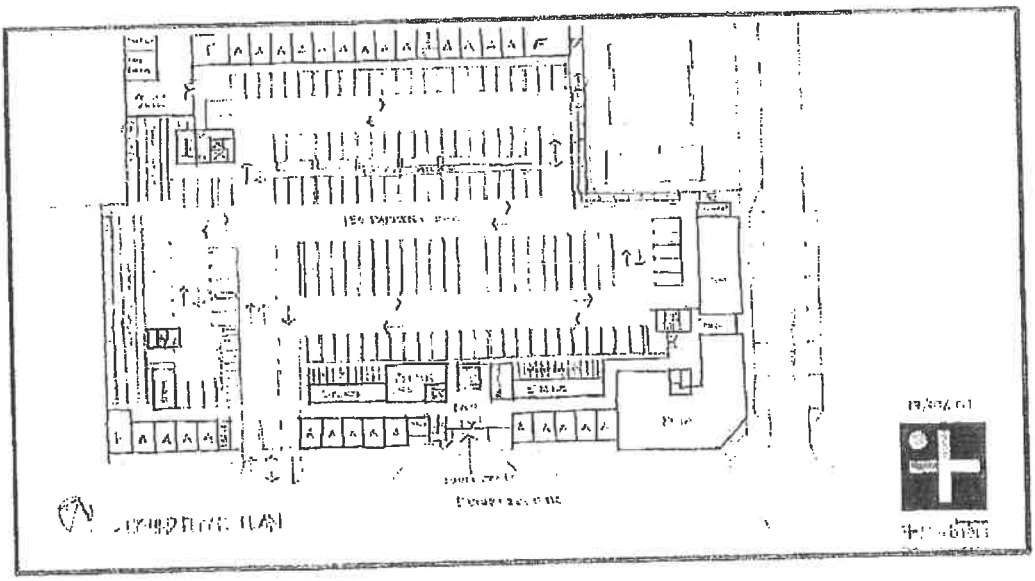
[Name and Title] Date











Archdiocese of Cape Town

15 October 2019

To Whom It May Concern:

Re: Sub-delegation to Fr Willem Lindeque

I, Rev Fr Robert Bissell, Episcopal Vicar for Property and in possession of a General Power of Attorney, hereby sub-delegate to Fr Willem Lindeque the authority to enter into a Memorandum of Understanding, as presented to myself and Archbishop Brislin on 8 October 2019, with Buffshelfco 54 (Pty) Ltd.

This Memorandum of Understanding pertains to the Archdiocese of Cape Town of the Roman Catholic Church's objection to the development of the of Erven 143, 144, 145, 166, 167, 168, 169 And 170, situated at the corner of Dennesig and Paul Kruger Roads, Stellenbosch.

Fr Lindeque is hereby sub-delegated all the faculties needed to effect this Memorandum of Understanding and to use his better judgement in signing or refusing to sign.

This sub-delegation is delegable and is transactional specific.

In Domino,

Rev. Fr Robert Bissell
Episcopal Vicar: Property
Archdiocese of Cape Town

ARCHDIOCESE OF CAPE TOWN
PROPERTY ADMINISTRATOR

Cathedral Place 12 Bouquet St, PO Box 2910 Cape Town 8000
Tel: +27 (21) 462 2417, +27 (0)83 602 4193 Fax: +27 (21) 461 9330
Email: property@adct.org.za Web: www.adct.org.za

ADRIAANS ATTORNEYS

Prepared by

Arthur Johannes
Attorney

GENERAL POWER OF ATTORNEY

I, the undersigned

STEPHEN BRISLIN
Identity number : 560924 5018 08 3

in my capacity as Archbishop of the Archdiocese of Cape Town of the Roman Catholic Church

do hereby nominate, constitute and appoint

ROBERT BRYAN BISSELL
Identity number : 760126 5030 08 8

In his capacity Property Administrator Archbishop of the Archdiocese of Cape Town of the Roman Catholic Church

to be my/our Attorney(s) and/or Agent(s) for managing and transacting my/our business in the Republic of South Africa and in every territory or Country anywhere in the world with full power and authority for my/us and in my/our name and for my/our account and benefit to ask, demand, sue for, recover and receive all debts or sums of money, goods, effects and things whatsoever which now are or hereafter may become due, owing, payable or belong to me/us,

AND to adjust, settle, compromise and submit to arbitration all accounts, debts, claims, demands, disputes,and matters which may subsist or arise between me/us and any person, persons, Company(ies), Corporation(s) or body(ies) whatsoever and for the purpose of arbitration to make the necessary appointments and sign and execute the necessary acts and instruments in that behalf,

AND to let, either on lease or otherwise, and also to improve, alter, or otherwise deal with any stands, houses or other property belonging to me/us or with which I/we am/are entitled to deal,

AND to collect and receive rents, and, if necessary, cancel any lease or other tenancy and take all legal proceedings for ejectment or otherwise in connection with such lease or other tenancy, or the cancellation thereof,

AND to open and operate any account with a Financial Institution and to overdraw such account; to draw, sign and endorse cheques; to draw, accept and endorse bills of exchange and promissory notes; to negotiate for and take discounts and loans

with or without security; to pledge any species of security for the repayment thereof; and to withdraw securities and to sign receipts therefore; to establish credits for others; to guarantee payment of any liability or indebtedness of others; to bind me/us as surety "in solidum" and as co-principal debtor and under renunciation of the benefits of division and excussion,

AND to buy or sell movable or immovable property (including Stands) and also Claim and other Mining Rights of all kinds and in connection with any purchase or sale to make the necessary Declaration as to the truth of the amount of the purchase price; to receive or to make and give, as the case may be, the necessary contracts or acts and deeds of transfer or leases of and relating to any immovable or leasehold property, stands, claims or mining rights or mining titles in due and customary form according to the local laws and usages,

AND to invest any money in my/our hands on Mortgage of movable, immovable or leasehold property and from time to time to vary or later such investments should it be deemed necessary or expedient to do so, and to consent to the modification of all or any of the terms, or to the cancellation of any Bond or Bonds and to cede the same or any interest there under to any person or persons acquiring the same,

AND to take up money under security of property movable or immovable and to appear before any Registrar of Deeds, or any official with like duties and powers, or any Magistrate, Notary Public or other competent authority, and to make and execute all such Mortgage Bonds or other Securities as may be requisite or necessary in that behalf or to secure debts due by me/us before the passing of such Bonds or that may become due thereafter under obligation of my/our person and property of every description,

AND to waive any rights that I/We may have or be or become entitled to as usufructuary/ (ies) in respect of any property in favour of the holder or holders of any bond or bonds there over,

AND to commence, and prosecute and to defend, compound and abandon all actions, suits, claims and demands and proceedings in regard to me/us or my/our property or in relation to my/our affairs in or before any Court or other body or persons
in the Republic of South Africa and in any Territory or Country anywhere in the world.

AND to suffer judgment or decree to be given against me/us in any of such proceedings by default as my/our said Attorney shall deem fit,

AND to attend all meetings of Creditors of any person or persons, Company or Companies, Syndicate or Syndicates, indebted to me/us whether in insolvency or otherwise and to prove my/our claim at any such meeting or meetings and to vote for the election of Trustee or Trustees or to consent to the assignment of the Estate of any of my/our Debtors to sign the necessary deeds and to vote for the election of an Assignee or Assignees, and also to vote on all questions submitted to any such meeting of Creditors and generally to exercise all rights attaching to me/us as Creditor,

AND to attend meetings of persons interested in any Estate, Testate or Intestate, with which I/we may be concerned as next of kin, heir, legatee, creditor or otherwise, to vote for the appointment of any Executor or Executors Dative to do whatever may be required to prove my/our claim, and to act for me/us in all matters pertaining to such Estate,

AND make application in my/our name for shares in any Company or Syndicate, to receive such shares as may be allotted to me/us and to sign any Memorandum and Articles of Association and other document requiring the signature of Shareholders,

AND to appear in person or by proxy at the Meetings of Shareholders of any Company or Syndicate in which I/we may hold a share or shares and to vote thereat on my/our behalf,

AND to buy, sell, and exchange Script or Shares and to sign the necessary transfers and documents to pass title thereto,

AND further to give and grant receipts, releases or other effectual discharges for any sum of money or thing recovered on my/our behalf, which receipt whether given in my/our name or in the name of my/our Attorney shall exonerate the person or persons paying such moneys from seeing to the application thereof,

AND for me and in my name to enter into Partnership, dissolve or liquidate any Partnership and to sell or transfer any Partnership property and to represent me in all matters relating to any Company or Companies that may at any time hereafter be registered or incorporated in the Republic of South Africa or in any Territory or Country anywhere in the world.

AND to sign or execute any Deed or Instrument in writing as effectually as I/we might or could do if personally present,

AND to choose "domicilium citandi et executandi", AND GENERALLY to do, execute and suffer any such act, deed, matter or thing whatsoever, as the said Attorney may deem necessary or expedient in or about my/our concerns, HEREBY GIVING and GRANTING to the said Attorney power to appoint a substitute or substitutes, and the same at pleasure to displace or remove and appoint another or others, hereby ratifying and agreeing to ratify whatsoever shall be done or suffered by virtue of these presents.

AND without in any way restricting or limiting the aforementioned general powers and authorities, I/we do hereby specially authorise my/our said Attorney and Agent to do all or any of the following acts, matters and things in relation to any Company or Companies in the Republic of South Africa or in any Territory or Country anywhere in the world.

1. To sign and subscribe my/our name to the Memorandum and Articles of Association of any such Company or Companies as a member thereof, and to undertake to purchase from such Company or Companies and subscribe to

   the Memorandum of Association of all or any of such Company or Companies for such number of shares in the Share Capital of the Company or Companies as my/our said Attorney and Agent may deem fit.

2. In my/our name and on my/our behalf and in respect of all or any of such Company or Companies to sing, execute and deliver and cause to be lodged with the Registrar of Companies or other competent official, a consent in writing to act as a Director on the Board of Directors of any such Company or Companies and in terms of the Companies Act, 1973, of the Republic of South Africa or any similar legislative provision in any Territory or Country anywhere in the world.

3. If so deemed necessary and in lieu and instead of subscribing the Memorandum of Association of any such Company or Companies, in my/our name and on my/our behalf to sign, execute and deliver and lodge with the Registrar of Companies aforesaid a contract in my/our name and on my/our behalf to take from and pay unto any such Company or Companies such number of shares in the Share Capital of the Company concerned as will be necessary to qualify me/us as a Director(s) in terms of the Companies Act 1973, of the Republic of South Africa or any similar legislative provision in any Territory or Country anywhere in the world.

4. Upon my/our being named as a Director or proposed Director in any Prospectus or statement in lieu of Prospectus, to be lodged by any such Company or Companies, to sign and execute such Prospectus or statement in lieu of Prospectus in my/our name and on my/our behalf.

5. SPECIAL PROVISIONS

Signed and Dated at CAPE TOWN on the 16th day of October 2017 in the presence of the undersigned witnesses.

AS WITNESSES :

1. _____

2. _____

_____

MOST RT REV STEPHEN BRISLIN
ARCHBISHOP OF CAPE TOWN



3035875

Marriage Officer:
Commissioner of Oaths
Terms of Act No. 16 of 1963

Martin Botha

From: Maryke Truter on behalf of Gerhard Swart
Sent: Monday, 14 January 2019 08:03
To: Martin Botha
Subject: FW: Objection: Application number: LU/8676

From: Kim Clarke [mailto:kclarke@afrihost.co.za]
Sent: 12 January 2019 11:39 AM
To: Gerhard Swart
Subject: Objection: Application number: LU/8676

Attention: Gerhard Swart

Application number: LU/8676

File reference number: Erf 143-145 &166-170, Stellenbosch

Name: Dr Kim Clarke

Stellenbosch property: owner 9 Akkerhof (Bird Street) and 13 Eikenbosch (Karee Street)

Contact Details: kclarke@afrihost.co.za

Objection: The above application pertains to a proposed large residential/commercial development complex in Stellenbosch. This objection concerns the request by the applicant for the removal of restrictive title deed conditions pertaining to water usage from the Kromme River.

The critical water shortages and water restrictions increasingly experienced in the Western Cape, including Stellenbosch, are well documented. I therefore object to the relaxation or removal of restrictions from the title deed for water usage, unless a full environmental assessment provides evidence that this will not adversely affect water availability in Stellenbosch and elsewhere.

Kindly inform receipt of this email. Thank you.

****
Dr Kim G Clarke
PhD MScEng BScEng MIChemE PrEng
Bioprocess Engineering Consultant

https://www.linkedin.com/in/kim-g-clarke

office +27 21 794 5904
mobile +27 64 900 5445
email kclarke@afrihost.co.za

****

LETTER OF CONSENT

APPLICATION FOR CONSOLIDATION, REZONING, PERMANENT DEPARTURES FROM THE STELLENBOSCH ZONING SCHEME REGULATIONS (1996), REMOVAL OF RESTRICTIVE TITLE DEED CONDITIONS, APPROVAL OF A SITE DEVELOPMENT PLAN AND LANDSCAPING MASTER PLAN: ERVEN 143 – 145 & 166 – 170, STELLENBOSCH, DENNESIG; HOFMAN AND PAUL KRUGER STREETS, STELLENBOSCH

I, Kim Clarke....., who submitted a letter of objection, confirm that I have met/ discussed with the applicant and/ or his appointee the *APPLICATION FOR CONSOLIDATION, REZONING, PERMANENT DEPARTURES FROM THE STELLENBOSCH ZONING SCHEME REGULATIONS (1996), REMOVAL OF RESTRICTIVE TITLE DEED CONDITIONS, APPROVAL OF A SITE DEVELOPMENT PLAN AND LANDSCAPING MASTER PLAN: ERVEN 143 – 145 & 166 – 170, STELLENBOSCH, DENNESIG; HOFMAN AND PAUL KRUGER STREETS, STELLENBOSCH.*

I hereby confirm that I have no objection against the proposal, on condition that title deed restrictions pertaining to no water usage from the Kromme River, not be removed.

Further, I also undertake not to exercise my right of appeal in terms of Municipal Systems Act, 2000 (Act 32 of 2000) or the Stellenbosch Municipal Land Use Planning By-law (2015).

KL Clarke
SIGNED

13/02/2019
DATE

SIGNED

DATE

WITNESS

Martin Botha

From: Maryke Truter on behalf of Gerhard Swart
Sent: Monday, 03 December 2018 14:15
To: Martin Botha; Manie Papenfus
Subject: FW: L850-GS-mp-mp-310095s

Importance: High

From: Neil Uys [mailto:neiluys@axxess.co.za]
Sent: 03 December 2018 02:06 PM
To: Gerhard Swart
Subject: L850-GS-mp-mp-310095s

Urban Dynamics South Cape,
Town and Regional Planners

Aandag mnr Gerhard Swart

Beswaar teen hersonering erwe 143-145 & 166-170

Met die skrywe teken ek beswaar aan vir die oorskryding van die bestaande hoogte beperking na 6 verdiepings plus die oorskryding van dekking, moet 50% bly en parkering per slaapkamer moet 1 parkeerspasie wees.

Die uwe

C J Uys

Eenheid 2
Moltenopark No1
Stellenbosch

Virus-free. www.avast.com

LETTER OF CONSENT

APPLICATION FOR CONSOLIDATION, REZONING, PERMANENT DEPARTURES FROM THE STELLENBOSCH ZONING SCHEME REGULATIONS (1996), REMOVAL OF RESTRICTIVE TITLE DEED CONDITIONS, APPROVAL OF A SITE DEVELOPMENT PLAN AND LANDSCAPING MASTER PLAN: ERVEN 143 – 145 & 166 – 170, STELLENBOSCH, DENNESIG; HOFMAN AND PAUL KRUGER STREETS, STELLENBOSCH

I, ...CORNELIS....JANSE....VYS who submitted a letter of objection, confirm that I have met/ discussed with the applicant and/ or his appointee the *APPLICATION FOR CONSOLIDATION, REZONING, PERMANENT DEPARTURES FROM THE STELLENBOSCH ZONING SCHEME REGULATIONS (1996), REMOVAL OF RESTRICTIVE TITLE DEED CONDITIONS, APPROVAL OF A SITE DEVELOPMENT PLAN AND LANDSCAPING MASTER PLAN: ERVEN 143 – 145 & 166 – 170, STELLENBOSCH, DENNESIG; HOFMAN AND PAUL KRUGER STREETS, STELLENBOSCH.*

I hereby confirm that I have no objection against the proposal. Further, I also undertake not to exercise my right of appeal in terms of Municipal Systems Act, 2000 (Act 32 of 2000) or the Stellenbosch Municipal Land Use Planning By-law (2015).

SIGNED	**DATE**
SIGNED	30 MAART 2019 **DATE**
WITNESS	

ANNEXURE G

STELLENBOSCH

STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

Our Reference Number: Erf 143-145 & 166-170, Stellenbosch
Application Number: LU/8676
Your Reference Number:
Enquiries: R Fooy / B Mdoda
Contact No. 021 808 8680 / 8690
Email address: Robert.Fooy@stellenbosch.gov.za / Bulelwa.Mdoda@stellenbosch.gov.za
Date: 5 November 2018

REGISTERED MAIL

Gerhard Swart
Urban Dynamics
PO Box 2445
BELLVILLE
7535

Sir

APPLICATION FOR REZONING, REMOVAL OF RESTRICTIVE TITLE DEED CONDITION, APPROVAL OF SITE DEVELOPMENT PLAN AND LANDSCAPING MASTER PLAN, REGISTRATION OF SERVITUDE, CONSOLIDATION AND DEPARTURES : ERF 143-145 AND 166-170, DENNESIG AND HOFFMAN STREET, STELLENBOSCH

1. Receipt of your application is herewith acknowledged.

Application dated	: 26 September 2018
Date received by Municipality	: 22 October 2018
Applicant's reference	: None

2. The application is considered **complete** and will now be circulated interdepartmentally for comment.

Attached for your information and action, please find a copy of the memorandum dated 18 January 2016, setting out the submission protocol, public participation and advertising requirements in terms of the Stellenbosch Municipal Land Use Planning By-law. More information is also available at http://stellenbosch.gov.za/planning/by-law.

Advertising:

(a) The applicant/agent/consultant is responsible for the public participation process (advertising) to be done in respect of the above application (publication in the press/placing of a notice board on the property/notifying of interested and affected parties/notifying the external departments and community organisations) in accordance with the provisions of the Stellenbosch Municipal Land Use Planning By-Law and the aforementioned memorandum, ***within 21 days from date of registration of this letter;***

(b) This office must be informed in writing of the ***commencement date*** and ***closure date*** of the public participation period on the publication date of the notice, with a proof of the publication attached.

(c) The prescribed period for public participation and the timeframe in which comments/objections could be submitted (in respect of the notice in the press, notice on the property, interested and affected parties) is 30 days from date of

publication/registration. All external departments must be granted a period of 60 days from date of registration.

(d) The placement of the **notice in the press (Eikestadnuus only)**, the **placement of the notice board** on the property and the **registration of the registered letters** to all interest and affected parties, community organisations and external departments must be done concurrently. ***The notice on the property must clearly indicate the date of commencement of advertising as well as the closing date;***

(e) ***The municipality (Director : Planning & Economic Development, P O Box 17, Stellenbosch, 7599) must be included in all correspondence (all proof to form part of the Portfolio of Evidence);***

(f) The following documentation is attached hereto for your convenience :

(i) Portfolio of Evidence Checklist

(ii) Templates for the notice in the press (**Eikestadnuus, both English and Afrikaans**)***(please complete with the application detail, description and contact details)***;

(iii) Template for the registered letters to the interested and affected parties ***(please complete with the application detail, description and contact details – should be on the applicant's letterhead)***. *Please attach a locality plan indicating the application property, the motivation and the plan of the proposal (site/site development/subdivision/consolidation plan) to each letter;*

(iv) Template for the registered letter to the external departments ***(notice in press to be attached to these letters)***. *Please attach a copy of the complete application document to each of these letters;*

(v) The locality plan indicating the affected property owners to be notified;

(vi) A list indicating the erf numbers of the affected properties, community organisations and ward councillor provided (**IMPORTANT NOTE**: Please verify the erf numbers provided against those indicated on the locality plan. Any possible omissions or errors in the information provided to you should be identified and reported prior to initiating advertising);

(vii) The address details of these affected property owners, community organisations, relevant ward councillor and external departments to be notified (**IMPORTANT NOTE** : Please verify the erf numbers provided against those indicated on both the locality plan and the list of erf numbers. Any possible omissions or errors in the information provided to you should be identified and reported prior to initiating advertising);

(g) Kindly note that all notices must comply with Section 47/48 of the Planning Bylaw. Failure to comply with the minimum standards can lead to the applicant/agent having to repeat the public participation process at the cost of the applicant (Section 53 & 54);

(h) Please provide this office with the following ***PORTFOLIO OF EVIDENCE*** at the ***end of the public participation period (all original documentation to be provided)***:

(i) Portfolio of Evidence Checklist, duly completed and signed;

(ii) A signed Affidavit confirming that the advertising was undertaken in accordance with the prescriptions of the Stellenbosch Municipal Land Use Planning By-Law and the memorandum dated 18 January 2016, as well as confirming that the notice (Section 48) was placed and kept on site as prescribed;

(iii) Proof of publication in one local newspaper (**Eikestadnuus only**) in **two official languages (or two newspapers, in those cases where Council has indicated two local newspapers). Provide the entire page of the newspaper on which the notice appeared (date visible)**;

(iv) A copy of the registered letter drafted to the interested and affected parties, community organisations and ward councillor, inclusive of attachments;

(v) A copy of the registered letter drafted to the external departments, inclusive of attachments;

(vi) The registered slips in respect of all the registered letters directed to all interested and affected parties, community organisations, ward councillor

and external departments, as well as any unclaimed returned registered letters;

(vii) Photos taken on site of the notice board reflecting the proposal (See Section 48(2) of the Planning By-law – one up close (legible) and one from across the street);

(viii) All comments/objections received in respect of the proposal, which must conform to the provisions of Section 50 of the Stellenbosch Municipal Land Use Planning By-law;

(ix) All emails sent or received in respect of this application;

(x) Applicant's comments on the objections received;

(i) Should the public participation process fail to comply with the minimum requirements of the Stellenbosch Municipal Land Use Planning By-law, the applicant/agent/consultant will be required to undertake it again at his/her cost.

3. Should you have any queries please contact the Municipality.

Yours faithfully

FOR: ACTING DIRECTOR PLANNING & ECONOMIC DEVELOPMENT

ANNEXURE H

APPLICATION NUMBER: LU/8676
Municipal Reference Number: Erf 143-145 and 166-170, Stellenbosch
Property Description: Erven 143–145 and 166-170, Stellenbosch

FROM : A B HAMMAN
Residential address:

9 Hofman Street
Stellenbosch, 7600

Postal address: (please use for registered mail)

7 Zwaanswyk Street
Karindal
Stellenbosch, 7600

Contact no: 0847396411
Email: ehamman63@gmail.com
November 26, 2018

TO: GERHARD SWART
Urban Dynamics South Cape
2nd Floor
Tyger Valley Chambers Five
27 Willie van Schoor Avenue
Bellville 7530

Mr Swart

RE: APPLICATION NO LU/8676

1. I am the owner and reside at Erf 146, situated at 9 Hofman Street, Stellenbosch. The said erf is on the corner of Hofman and Paul Kruger Streets, located to the east of the proposed development.

2. I hereby strongly object to the proposed demolition of existing buildings on Erven 143, 144, 145, 166, 167, 168, 169 and 170 and the development of a block of flats. The said Erven are part of a single residential area, i.e. Dennesig. This is an old established area and currently people of all age groups, including many families, reside here.

3. If the proposed development is to go ahead, it would have major negative effects on the living circumstances of residents of the remaining single residential properties in Paul Kruger, Dennesig and Hofman Streets. A development, as proposed, opposite or next to a single residential house, seriously violates the privacy of occupants of the residential houses.

4. Occupants living on the upper levels of the proposed block of flats, can easily look right into rooms and backyards of residential properties adjacent to or across the street from the flats. This is a violation of people's right to privacy at their homes, as per the Bill of Rights of our Constitution. The developers planning to encroach the lateral and street building lines, exacerbates this aspect (violation of privacy).

5. The residences on Erven 143, 144, 145, 166, 167, 168, 169 and 170 are all character-filled old homes dating from the 1930's and 1940's. Similar character-filled residences in Stellenbosch are found only in the Mostertsdrif area, and are selling at much higher prices. I am of the opinion that these residences should be renovated and preserved as part of our architectural heritage. This statement is in line with municipal and city council polies of other towns and cities, where old established residential areas are restored and preserved and finally become very popular areas to live in.

6. A letter of objection, on heritage grounds, dated October 24, 2018, was already presented to a Heritage Practitioner, i.e. Ms Cindy Postlethwayte.

7. Both Dennesig and Paul Kruger Streets are currently beautiful tree-lined, quiet residential streets. Should the proposed development go ahead, it will cause an enormous increase in traffic to this area. Higher traffic volumes will also increase noise and air pollution (because of exhaust fumes). The traffic increase is a direct threat to children and other pedestrians using these streets.

8. Currently there are two blocks of flats on the southern side of Dennesig Street, and one block of flats on the northern side of Paul Kruger Street. I am totally against the spreading of such developments to a character-filled, quiet single residential area. Homeowners in the Dennesig Area, as in other areas, yearly spend lots of money on the maintenance and improvements of their properties and gardens. A development as planned, will have a negative effect on residential property values in the area. A high density development with accompanied increased traffic flows, increased noise and pollution levels as well as harmful effects on privacy of surrounding residences, will cause the Dennesig are to lose its residential character; current property owners will be forced by these unpleasant circumstances to sell their properties and move elsewhere.

Thank you for the opportunity to present my objection.

Sincerely

A B HAMMAN

Martin Botha

From: Leon Rossouw <leon@devcor.co.za>
Sent: Saturday, 07 September 2019 12:20
To: Andre Hamman
Subject: Jou Dennesig eiendom en ons kommunikasie met jou.

Beste Andre, ons afgelope kommunikasie van hierdie week verwys.

Na ons eerste ontmoeting in YaYa restaurant om die koop van jou eiendom te bespreek, en aan jou ons planne en visie vir die area voor te lê, het jy ons koopkontrak geneem om dit te bestudeer en die aanbod te oorweeg. Ons het daarna nooit enige terugvoer van jou ontvang in die verband nie , behalwe ń sms wat gesê het , "moet my nooit weer hieroor kontak nie".

Dit was ń uiters vreemde optrede vir my, na ons het heerlike ontbyt saam by YaYa , verskeie koffies later, en lekker gesels oor ons dae saam op skool. Jy het my nog pertinent gevra " Leon wat wil julle hê" waarop ek jou geantwoord het, ons wil jou huis koop teen ń baie goeie prys vir jou, bo huidige markwaarde, oorweeg asb ons aanbod.

Alhoewel ons die afgelope 12 tot 18 maande verskeie pogings aangewend het om met jou te probeer gesels oor jou eiendom en objeksies teen ons ontwikkeling , was dit onsuksesvol. Jy het op geen van ons oproepe of boodskappe in die verband gereageer nie, en dit vir ons onmoontlik gemaak om met jou te gesels en ń oplossing te probeer bewerkstellig rondom jou objeksies / klagtes. Selfs ons Stadsbeplanners het verskeie pogings aangewend om met jou te vergader en jou objeksies te bespreek, sonder enige sukses.

Jy hel wel op ń stadium een van my vele oproepe geneem en vir my gesê ons kan jou eiendom koop by jou teen ń bedrag van R84 miljoen. Ek het aan jou genoem dis nie ń haalbare prys nie. Is jy enigsins nou bereid om weer met ons te gesels in die verband of om net jou klagtes oor ons ontwikkeling met ons te bespreek ?
Ons sal graag jou klagtes wil bespreek om te sien of ons tot ń werkbare vergelyk kan kom. Al hoe ons lg kan doen is om met jou te ontmoet en dit deur te gesels. Derhalwe ons herhaalde versoeke in die verband.

Ons hoor graag van jou en sien uit na jou beloofde e pos, soos genoem in jou sms aan my vroeër die week. Ek het reeds my kontakdetail vir jou gestuur in my vorige e pos.

Jou sms:

Ek gaan NIE met jou in gesprek tree oor ontwikkelings in Dennesig NIE,sodra ek jou besonderhede kry stuur ek n epos in hierdie verband

Vriendelike groete.

Leon Rossouw
Devcor
Cell: 082 820 5342
Email: leon@devcor.co.za
Ground Floor La Gratitude Offices 95 Dorp Street Stellenbosch 7600

MEGLIS (PTY) LIMITED

Reg No 2014/020865/07

Our Reference: Erven 143-145 & 166-170, Stellenbosch
Your Reference:LU/8676

02 January 2019

Urban Dynamics South Cape
Care of: Gerhard Swart
P O Box 2445
BELLVILLE
7535

Per e-mail: gerhard@udwc.co.za

Dear Sir

OBJECTION AGAINST PROPOSED DEVELOPMENT OF ERVEN 143-145 & 166-170, STELLENBOSCH

Your letter dated 15 November 2018 informing us of the proposed development of the abovementioned properties has reference.

We, Meglis (Pty) Ltd the owners of Erf 132,133,134 (Consolidated to Erf 17274) herewith formally submit our objection to the proposed development in terms of Section 50 of the Stellenbosch Municipality Land Use Planning By-Law.

The objection mainly relates to:

A. The zoning to Specific Business Zone;
B. Accommodation for students only;
C. Excessive application for departures.

It should be noted that our objection is not against the principle of densification in the area, as we acknowledge the need for - and legislative support of - densification in the area. The objection is, however, against the proposed business zoning and retail component, provision for student housing only, and the extensive deviations/departures from the land use regulations which are proposed, and which will not benefit the surrounding area in the long term. We therefore list the reasons for our objections below.

1. **Rezoning to Specific Business in a Residential Area:**

We strongly object to the proposed business zoning which will allow a retail component within the heart of a residential neighbourhood.

a) Although densification has been supported and flats constructed in the Dennesig area, it was purely for residential purposes – as are confirmed by the applicant under "*2.3 Zoning Context*". The introduction of retail within this residential area will therefore have a direct impact on the character of the area and will set a dangerous precedent for future retail proposals to creep into the area.

b) Dennesig area is situated between Adam Tas Road/R44, Merriman Avenue, Bird Street and Molteno Road where numerous business, retail and other related uses are concentrated. These retail uses are located along activity streets/through routes and are within walking distance of the property under consideration. The need for a retail component at this location – within the residential area – is therefore strongly questioned.

c) It is noted that the Integrated Development Plan (IDP) promotes residential densification in the Dennesig area, however, it does not mention any proposals for retail development. One can therefore only motivate the residential component in relation to the IDP.

d) As 'retail' is not defined in the zoning scheme regulations, it is unclear what the retail component will entail, what the operating hours will be, etc. A convenience shop which is opened 24/7 for the convenience of its clients – students – can lead to a disturbance to the surrounding property owners, especially at night.

e) Delivery – The delivery of goods to the retail shops will create congestion during the day and noise pollution for residents, especially considering delivery times are often in the early hours of the morning.

f) The safety and security of the surrounding area will be negatively affected, as the retail use will draw negative elements into the residential area (e.g. beggars and other elements).

g) We further strongly object to retail use, especially the sale of alcohol (of-sales and/or on-site consumption) which is not a desirable use within a residential area and which can cause nuisance and draw the wrong elements into the area.

h) The applicant mentions the Draft Transit Orientated Development Report which vaguely indicate an area along Merriman Avenue which *could* be considered for mixed uses. It is important to note that this report was written from a transport point of view and does not necessarily take into account town planning principles.

i) It is a great concern to us that ground floor apartments could be converted into retail at a later stage, which will have an even greater impact on the character of the area and on the traffic congestion - especially since the existing proposal does not adhere to the parking requirements and there will be no space for additional parking. We therefore strongly object to the proposed zoning of Specific Business and insist on the zoning being residential, as what we were only granted.

2. **Provision is only made for student housing:**

Although there is always a demand for student housing, there are also a large demand for accommodation for the general public who contribute to the town's local economy and whom should be taken into account with any development to ensure a balance.

a) Studies indicate that an imbalance in the above accommodation with the focus on student housing alone can transform a neighbourhood by raising property prices and reducing the availability of affordable accommodation for local people, disrupting locals' lives with their exuberant lifestyles and transform areas that rush to cater for the tastes of the new young clientele. In England, this process has even spawned its own term – *"studentification"*.

b) A result of this 'studentification' is that permanent residents are forced out of an area and result in *"a kind of social cleansing"*.

c) Furthermore, the local economy as well as the safety and security of areas are negatively impacted when areas become ghost towns out of term time.

d) If the balance between permanent and season residency is not carefully controlled it can have a very negative impact on the local economy and specifically small business ventures and even the proposed retail component.

e) Our approval was based on the condition that we provided 3 bedroom units, as integrated family living was a big consideration and a requirement for us to obtain approval. How can this be imposed on us and not on this development. Student living as you say will destroy community / family residential areas

We therefore request that Council consider the impact of this will have on the future of the area.

3. Departures:

3.1 General

The objection against the departures are mainly related to the under-provision of parking, street building line relaxation and height, which directly impact on the surrounding area.

a) Zoning scheme regulations has a specific purpose and are formulated and implemented for a reason. This include the conservation of the value of buildings and other properties in the area and to encourage the most appropriate use/development of the land. The character of an area is mainly determined by what is allowed in the zoning scheme regulations and extreme deviation from these regulations could have far reaching negative effects, especially when decisions on future developments have to be made.
b) It is acknowledged that – in certain site-specific circumstances - Council could consider certain minor departures from these regulations to allow practical solutions for the use of space. As a result, other buildings in the area has, e.g. been allowed limited departures from the regulations. Caution was however taken to ensure that most of the regulations pertaining to massing was adhered to.
c) The support of the proposed departures, especially the parking and number of storeys will set a dangerous precedent for future proposals, if favourably considered. The combined impact of further/future development proposals could therefore have far reaching negative results for the area.
d) When we went through our land use management application process, Council was unwavering on their (percentage) requirement for green area within the development. We therefore strongly object to this proposal as the development does not meet the requirement and thus should not be approved on this basis.

3.2 Parking:

We are strongly opposed to the under-provision of parking and the manner in which parking is provided for the retail component.

a) Although the proposed development is in close proximity of the University of Stellenbosch and pedestrian and public transport are available and promoted for the town, students do not only

move around town. Most students go home over holidays and weekends (and have to come back), some work in their spare time, etc. and therefore require vehicles to commute. Due to the unfortunate safety risk relating to walking/cycling to US, especially for female students, more residents might be using making use of their vehicles. The parking requirement can therefore not only be evaluated on the basis that students walk/ride bike to US.

b) There is furthermore no parking available for visitors and the spill-over parking will end up in the road reserve or probably the retail parking area. This will not only have a negative impact on traffic safety but can draw the wrong elements into the area as cars parked in the street (unsecure) are easy targets for criminals.

c) The proposal to provide parking for the retail component within the road reserve is not supported as there will be no control over who can use it. Any of the surrounding residential developments or their visitors can therefore use it, leaving the retail area without parking. This will become an even greater problem during peak hours.

d) The parking bays are also proposed on either side of the road, which means that customers will have to cross the road to and from the retail outlet and increase pedestrian traffic over the road. On-site parking would therefore be more appropriate.

3.3 Height and Building Line Departures:

The proposed increase in number of storeys, combined with the building line departures – specifically the Street building lines (Dennesig, Paul Kruger and Hofman Roads) from 7.6 m to 3.5 m – will have a direct impact on the buildings' size and massing in relation to the human scale.

a) Although the design elements of the proposed building are well thought through, the design/massing/height is probably more appropriate for a property located on a busy street front within a node (e.g. the CBD). The proposal is, however, situated within a residential area characterised by small intimate streets, where the focus is more on the building and its relationship to the sidewalk and street(s) and the associated importance to "human" scale.

b) The scale of the proposed buildings in relation to the narrow streets – which was designed for to accommodate a single residential character – will completely overshadow the human scale as experienced from passers-by and can create a tunnel effect. Especially if this precedent is continued through similar developments in the area. The height and building line departures are therefore not supported.

c) In considering the degree of fit of the proposed building with the character of the surrounding area, it is also important to take into account the relationship between the proposed building and

the size of adjacent structures. In this instance the development is situated adjoining Erf 146, which contains a single residential dwelling which will be totally overshadowed by the massing and height of the building.

d) The form of the building is also a direct relation to the neighbourhood context. Aspects such as the importance of existing patterns, future planning vision for the area and neighbourhood scale form part of the neighbourhood context and should be taken into account when making a decision on whether the building fits into the area. In this instance the proposed building, due to its massive scale, does not fit into the existing neighbourhood patterns or neighbourhood scale.

Strong emphasis is also placed on the fact that this proposal should be dealt with and considered through applying similar decision-making criteria as was implemented with our previously approved developments.

4. No Loading Bay is Provided:

Although the Zoning Scheme does not necessarily require a loading bay, we feel strongly that this is an important issue that should be addressed.

a) No loading bay is provided for deliveries and it is proposed to accommodate the delivery vehicles on the of-site parking bays in Hofman Street. This mean that the parking bays will not always be available for the use of customers who will be forced to park in the road reserve – most probably on one of the side streets.

b) Furthermore, if the parking bays adjoining the retail are occupied, delivery vehicles will have to find a place to turn around and then park across the road and carry/wheel stock across Hofman Street. In the event that the parking bays on either side of the road are occupied, the delivery vehicles will be forced to stop in the road which will result in congestion and have a negative ipact on traffic flow and safety.

c) The beforementioned will have a direct impact on the streetscape and how the street and pedestrian environment is perceived, especially given that this proposal is situated in the middle of a residential area.

Although we are strongly opposing the above, it is requested that – in the event that Council support the proposed land uses - an on-site loading bay be provided to alleviate our concerns.

5. **Conclusion:**

In light of the above it is requested that Council seriously consider the long-term implications this proposal will have on setting a precedent for future developers to apply for retail uses, the provision of student housing only and extensive departures (especially those relate to parking, scale and massing due to departures) and the resultant long-term impact on the character of the area. The additional traffic and transport related issues which will be generated as a result of these departures are furthermore of great concern, as is the manner in which the parking provision is being addressed.

It is therefore important that this proposal should not be dealt with in isolation but rather be viewed as a benchmark for future development proposals and applications in this area. This emphasize our concerns and reasons for objection which, if not addressed in a responsible manner, can have a long-term negative impact on the character, health, safety and wellbeing of the surrounding community.

We trust that you find the above in order.



Yours faithfully
Toni Capuzzimati

Stellenbosch Roman Catholic Church

St Nicholas' Church/ St Mark's Church/ All Saints' Church

Parish Priest: Fr Wim Lindeque

16 Paul Kruger Street

7600 STELLENBOSCH

Tel (021) 887-5979/084 714 7817

frwim@stellenboschcatholic.org.za

2019-01-15

Objection to the proposed development (Phases 1 and 2) of Erven 143-145,166-170, Paul Kruger Street and Dennesig Street (9,11,13,17,19,21 and 23 Paul Kruger Street and 12, 14, 16, 18, 20, 24,26 and 28 Dennesig Street)

Application Number LU/8676

Reference Number L850-GS-mb-mp-31009S

Mr Gerhard Swart, Urban Dynamics South Cape Town and Regional Planners.

Dear Mr Swart

We, the Catholic Community of St Nicholas' Church, Stellenbosch, object in the strongest possible terms to the proposed developments on the properties listed above. To begin with, we are puzzled about why we were never contacted about a development that will so drastically alter the shape and utility of our whole neighbourhood.

There is no doubt in our minds that we will be impacted dramatically and extremely disadvantageously by the plans outlined in your Executive summary.

As the owners and occupants of the Kromme Rivier homestead and cellar, classified as Grade II National Monuments, and as a multicultural religious community that have preserved and maintained these historic and irreplaceable buildings at great cost for almost nearly 90 years, our objections are as follows:

1. If these developments are allowed to proceed, the character and the natural and social ecology of Paul Kruger Street will be dramatically changed by the proposed development which your clients plan for the corner of Paul Kruger and Hoffman, as well as at least three other multi-storey developments planned for Paul Kruger Street. The road infrastructure between Merriman, Molteno, Bird and Adam Tas Streets certainly be overburdened by the large numbers of cars these developments will bring

to the area. A detailed traffic analysis should be done to study the effects of this influx. Such a study should include what will happen during services in the church when many of our parishioners need to park along Paul Kruger Street. This will impact greatly on especially older Catholics who will find it difficult to park further away and walk to Holy Mass. It will also make funerals and weddings difficult for those who wish to attend.

2. The proposed developments will interfere with our Constitutional right to practice our religious beliefs by bringing noise and traffic into the street and thus disrupting our devotions. Funerals and weddings take place not only inside the buildings where there might be some protection against the noise from a six-floor building with mainly students as tenants, but also use the outside space which will be severely compromised by the demolition of the existing houses and the erection of a large block of flats. The serenity of the werf area and the lane of trees is specifically mentioned in the Stellenbosch Municipality Heritage Survey and Management Plan. This has been a space for prayer and celebrations for almost ninety years. I have attached some photographs of the space and of our parishioners using that space.
3. The religious usage of the site has not been taken into account at all in the proposed development. This property was a very rare multi-racial space throughout the apartheid era and continues to be a place where Catholics from all areas of Stellenbosch come to pray and socialise. There was a swimming pool on the property from the 1950's until the 1980's and this was accessible to people of colour, especially children who had no other possibilities. For a number of years Father Albert Nolan OP, a highly regarded author, activist and theologian, resided in the presbytery (then St Nicholas' priory). People of colour were forcibly removed from the area around St Nicholas', but many of them continued to come here for their devotions, despite long distances and transport problems. Catholicism was banned in South Africa from the initial Dutch colonisation until 1818, when the proscription was slightly relaxed and only by the mid-19th century were Catholics actually free to practice their faith here. During the apartheid years, the phrase "die Roomse Gevaar" was formulated at Stellenbosch University to describe the opposition to racism that the Catholic Church represented. We are very proud of this heritage and continue to be an integrated community in a society that is still very often divided along racial, economic and cultural lines. The signatories of the petition attached live in many different parts of our town, but this is their spiritual home.
4. The history of our community is reflected in our present activities on the premises. The planned development will interfere with and may even stop our ability to pray, celebrate, meditate, live and work here. We were never approached by any person or group to find out how we use the property and how a development around us would influence us.

In order to make clear the impact of the demolition and the planned building of a six story, 508 apartment block on our activities, please allow me to describe our weekly programme and the groups who utilize the premises.

Mondays: Choir practice in the evening at 19:00 in the church, Narcotics Anonymous use the presbytery for their weekly meeting from 18:30 until 20:00. Tuesdays: Office hours from 09:00 until 14:00, people arrive for counselling, funeral arrangements, enquiries etc throughout the day. Holy Mass at 17:30, Adult Instruction at 18:15, often meetings at 19:00. Wednesdays: Continual prayer and meditation in silence from 08:00 until 18:00, office hours as above. Thursdays: office hours as above,

Fridays: office hours as above, Holy Mass at 17:30, Saturdays: Confessions from 09:00 to 10:00, often funerals in the morning and weddings during the afternoon (last year we had 28 weddings at St Nicholas', mainly during the warmer months), Sundays: Holy Mass at 08:00 (08:30 during the winter months), catechism classes for children 09:15 to 10:15, Holy Mass in isiXhosa at 12:00 once a month, Holy Mass in the Nigerian languages at 12:00 once a month, Holy Mass at 18:30 for the Catholic student community (during term time). Two priests reside on the property and their lives will be affected by the increase in noise and traffic from the planned developments. Over three hundred of our parishioners have signed a petition against the developments. They live in various parts of Stellenbosch, but consider St Nicholas' church as their spiritual home, in many cases for several generations.

It is impossible to overstate the impact that a large block of flats across the road from us and down the road from us will have on our religious community, our enjoyment and use of this very special property. The Catholic Church has taken its role as steward of these historic buildings very seriously, often at great expense. Last year the two buildings were re-thatched at a cost of nearly R900 000,00. The planned development could lead to this community having to abandon the premises if using them for religious purposes becomes too difficult, something which would, of course, suit the developers very well.

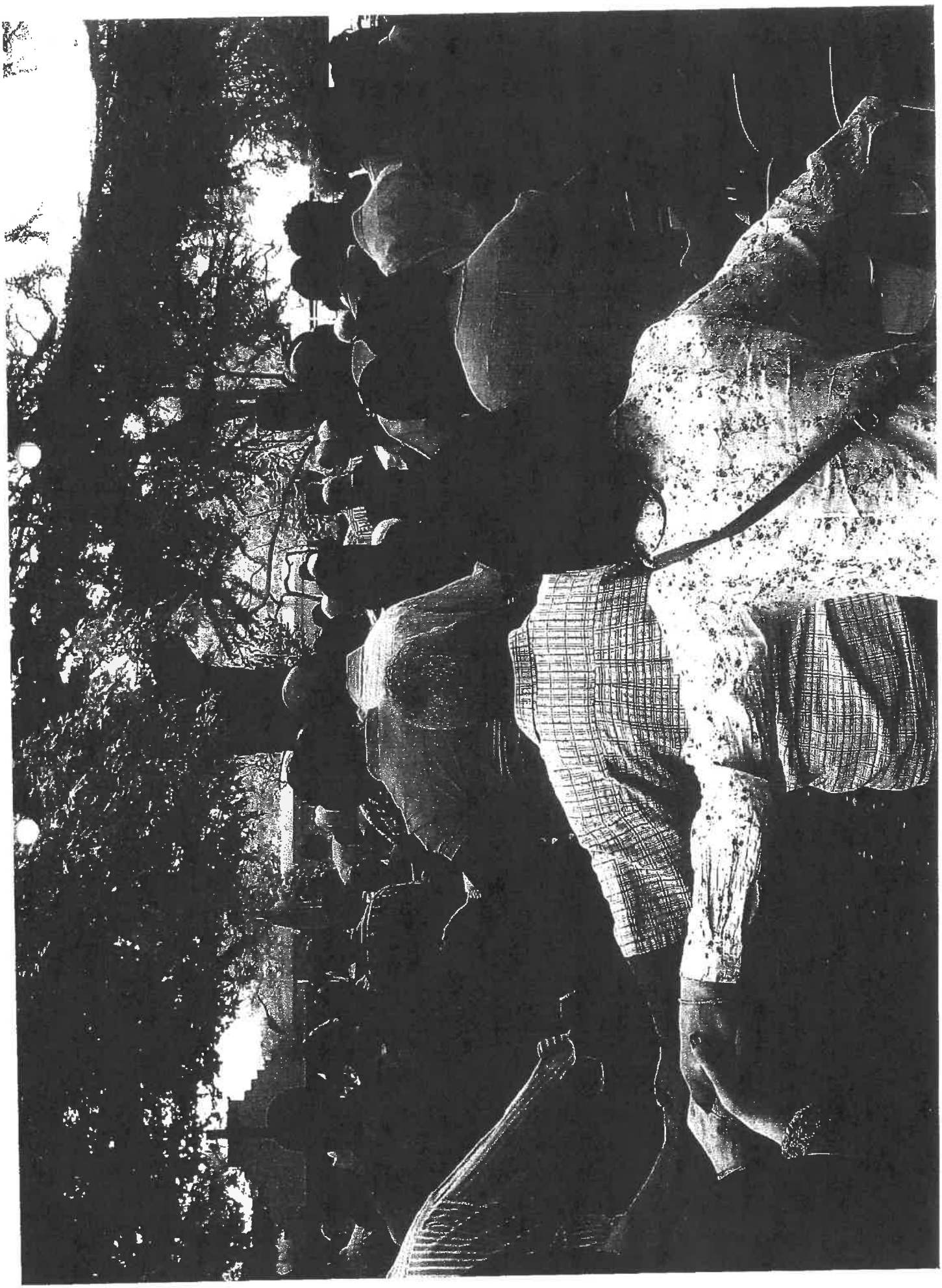
The history of these buildings and of our Catholic community are very precious to us and we feel that this heritage needs to be protected and preserved. We are well aware of the need for housing in Stellenbosch, especially for young families and we support the idea of the densification. This process needs to happen in a structured and well-planned manner and should not be allowed to destroy the character and ecology of our street and environs as has already happened to Dennesig Street.

The Archbishop of Cape Town, Stephen Brislin, whom I represent in Stellenbosch, is deeply concerned about these developments and fully supports these objections.

With concern,

Reverend Father Wim Lindeque

Parish Priest



MEMORANDUM OF UNDERTAKING BETWEEN BUFFSHELFCO 54 (PTY) (LTD)
AND STELLENBOSCH ROMAN CATHOLIC CHURCH
ST NICHOLAS' CHURCH

1. PARTIES

This Memorandum of Undertaking (hereafter referred to as "MOU") is made and entered into by and between Buffshelfco 54 (Pty) Ltd (hereafter referred to as "Buffshelfco"), whose address is 78 Corlett Drive, Melrose North and the St Nicholas' Catholic Church of Stellenbosch (hereafter referred to as "The Church"), whose address is 16 Paul Kruger Street, Stellenbosch in connection with the proposed development of Erven 143, 144, 145, 166, 167, 168, 169 And 170, situated at the corner of Dennesig and Paul Kruger Roads, Stellenbosch ("the Properties").

2. PURPOSE

The purpose of this MOU is to record the terms and conditions under which the Church shall withdraw its objection(s) and/or appeal(s) against the applications submitted by Buffshelfco, and/or submitted on behalf of Buffshelfco, to the relevant authorities for the proposed development contemplated in clause 1 in respect of the following application.

The application for rezoning and subdivision and departures in terms of the Stellenbosch Municipal Land Use Planning By-law (hereafter referred to as "The Rezoning Application").

The application was submitted by the agents of Buffshelfco 54 (Pty) Ltd on 08 October 2018.

3. TERM OF MOU

The MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU. The MOU shall remain in force and effect until the requirements in clauses 4.1 – 4.5 below have been discharged as evidenced by the letters of approval of both, the Rezoning and Heritage Applications.

4. RESPONSIBILITIES OF BUFFSHELFCO 54 (PTY) LTD

Buffshelfco herein undertake to ensure that The Rezoning Application is amended and upon submission to the Stellenbosch Municipality will incorporate the following changes in respect of the proposed development of the Properties:

4.1 Articulation of Hoffman and Paul Kruger building edge

The relationships between the proposed buildings on the Properties and the interface thereof with Hoffman and Paul Kruger Streets must be treated to reflect a lower "datum line". The height of the buildings on these street edges must not exceed 5 storeys and 4 storeys on Erf 146 on the corner of Hoffman and Paul Kruger Streets. The street elevation must be articulated through a variation of architectural interventions. The 5th storey is to be recessed. Through the innovative use of material and articulation, the 5th storey must be reflective of a part of the building so that it "sits" above the 4th storey, herein described as the datum line and as illustrated in the sketches below. The 4th storey is to be recessed in proximity to Erf 146 on the corner of Hoffman and Paul Kruger Streets where the "datum line" will be the 3rd storey.

4.2 Size and use of corner units

The architectural design will ensure that the flat units located at the corner of the building overlooking Erf 146 on the intersection of Hoffman and Paul Kruger Streets will be designed to a minimum size and specified use-type, as set out immediately hereunder:

These flat units will be used for living accommodation purposes only, with a minimum of 2 bedrooms. No uses other than living accommodation and study rooms will be permitted for these flat units, including but not limited to other uses such as communal break-away rooms, chill rooms and study areas.

4.3 Body corporate and rules

A body corporate will be amongst other, responsible for the enforcement of rules and regulations for the proposed development. The rules will include measures to ensure that the following categories of nuisance is mitigated and avoided:

i. Noise

Restriction of noise through the prescription of times and days of the week where noise produced by electric devices, instruments or electronic devices will be banned.

ii. Complaints

The rules of the Body Corporate must include procedures for the submission by The Catholic Church of complaints and penalties, where appropriate, against a transgression of the rules.

4.4 Parking and shuttle service

Public parking will be according to the public traffic and parking plan as approved and/or to be approved by the Municipality. It is envisaged in the DNDG (refer paragraph 4.5) that the Municipality will require the compilation of a parking management plan. The objectives of this plan will be to address parking hours, parking zones, parking transgressions, penalties, signage and parking on Sundays and special events.

A shuttle service will be implemented by the Body Corporate and / or a Home Owners Association for the Dennesig Neighbourhood when the occupancy of the building reaches a certain threshold. The requirements for the shuttle service will be contained in terms of the conditions of approval issued by the Municipality.

4.5 Dennesig Neighbourhood Design Guidelines (DNDG)

Buffshelfco undertakes to subscribe to the general intent of the urban design and transportation proposals as illustrated in the DNDG document. The cost for the implementation of these interventions will be determined in the DNDG document and as per the Service Level Agreement (SLA) and / or the Developers Agreement, whichever will be implemented by the Municipality in terms of the conditions of approval. This undertaking is also subject to final approval of the development as reflected in the DNDA and SLA.

5. AMENDMENTS

Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument and effective when executed and signed by all parties to this MOU.

6. APPLICABLE LAW

The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of [insert State name]. The courts of the State of State Name shall have jurisdiction over any action arising out of this MOU and over the parties and the venue shall be the Judicial District and Country, State Name.

7. ENTIRETY OF AGREEMENT

This MOU, consisting of numbers, pages represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

8. SEVERABILITY

Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect and either party may renegotiate the terms affected by the severance.

9. SOVEREIGN IMMUNITY

The requesting law enforcement agency and the assigning law enforcement agency and their respective governing bodies do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

10. THIRD PARTY BENEFICIARY RIGHTS

The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU the parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

11. SIGNATURES

In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

[AGENCY]

Archdiocese of Cape Town

[Name and Title]

Rev Fr W.J. Lindoque

Date 22-10-

ROMAN CATHOLIC CHURCH ST. NICHOLAS ST. MARK'S STELLENBOSCH ALL SAINTS ROOMS-KATOLIEKE KERK

[Name and Title]

Date

[AGENCY]

Urban Dynamics Western Cape

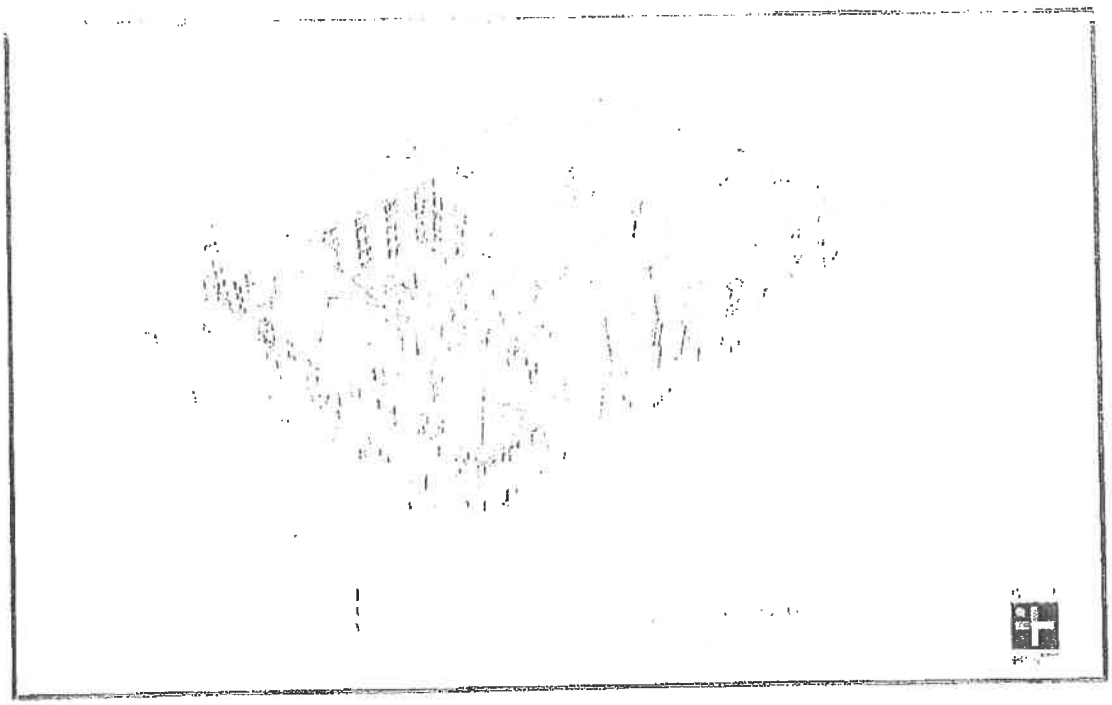
[Name and Title] GP Swart (Director) Date 22/10/2019

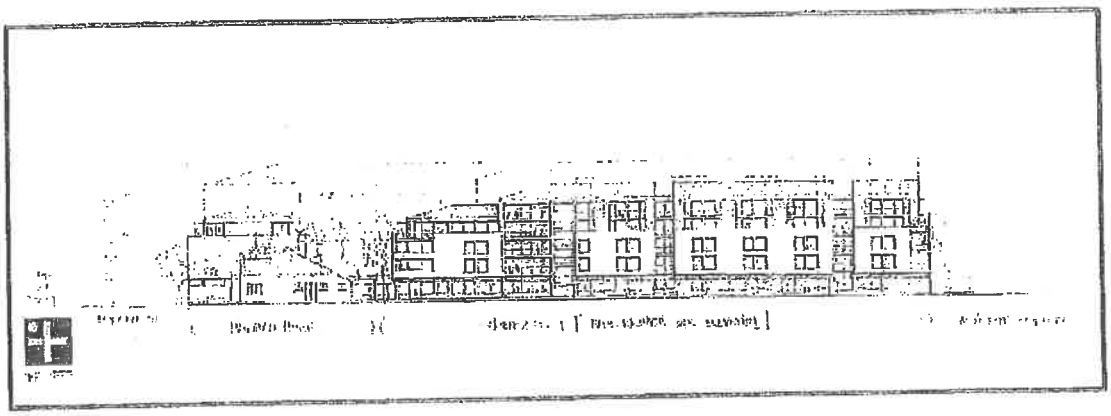
_____

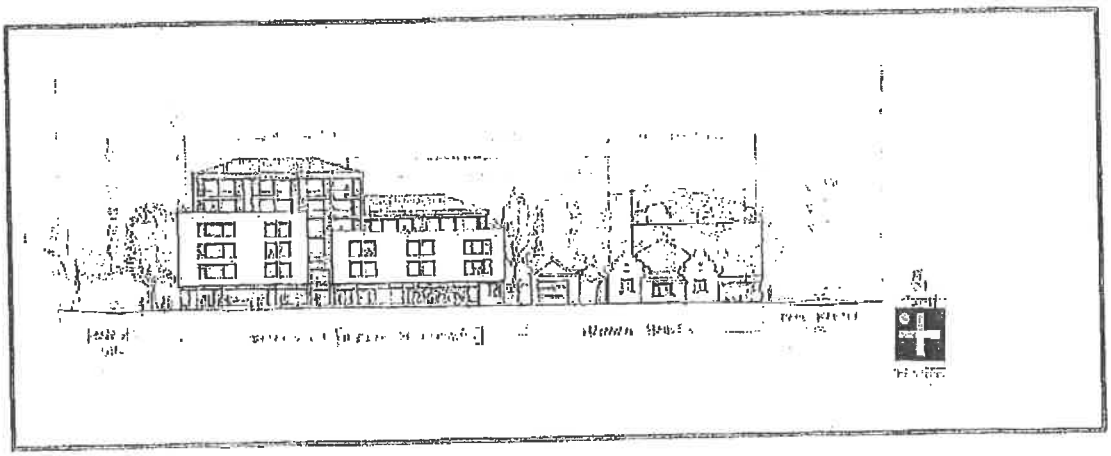
[Name and Title] Date

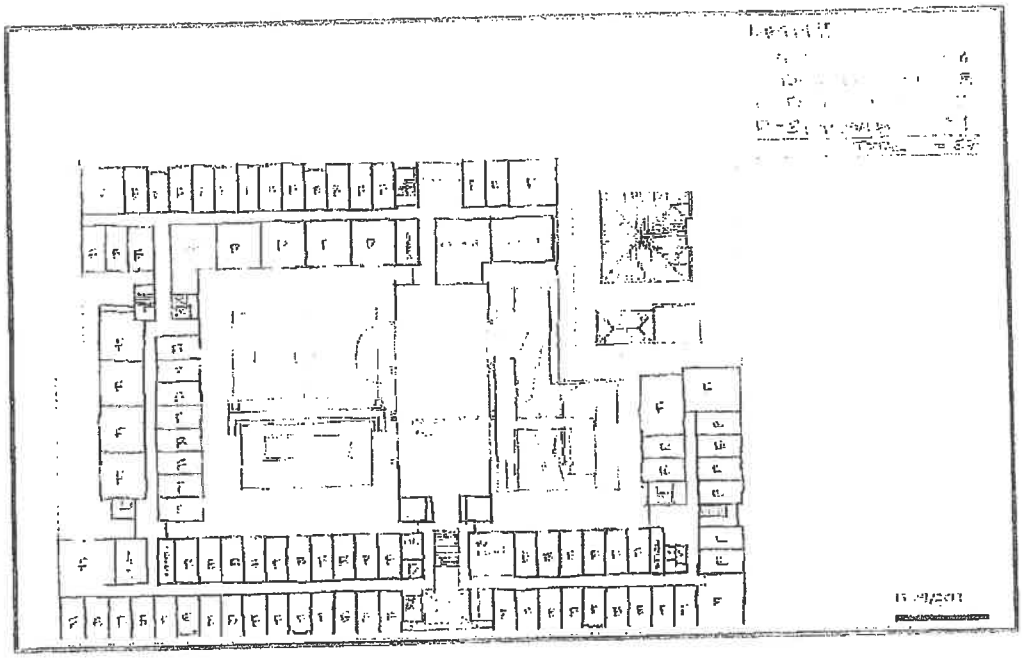
_____

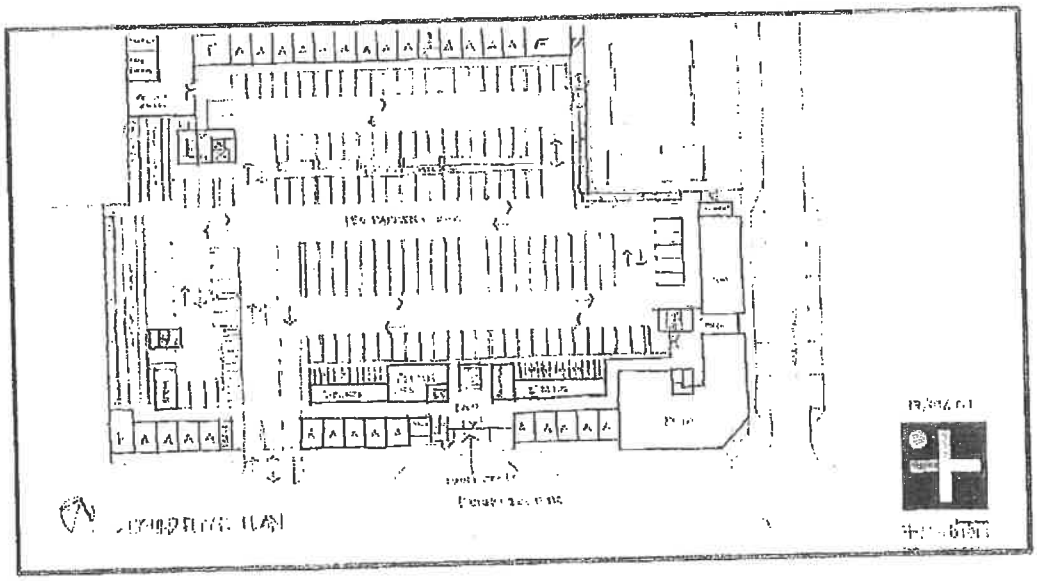
[Name and Title] Date











Archdiocese of Cape Town

15 October 2019

To Whom It May Concern:

Re: Sub-delegation to Fr Willem Lindeque

I, Rev Fr Robert Bissell, Episcopal Vicar for Property and in possession of a General Power of Attorney, hereby sub-delegate to Fr Willem Lindeque the authority to enter into a Memorandum of Understanding, as presented to myself and Archbishop Brislin on 8 October 2019, with Buffshelfco 54 (Pty) Ltd.

This Memorandum of Understanding pertains to the Archdiocese of Cape Town of the Roman Catholic Church's objection to the development of the of Erven 143, 144, 145, 166, 167, 168, 169 And 170, situated at the corner of Dennesig and Paul Kruger Roads, Stellenbosch.

Fr Lindeque is hereby sub-delegated all the faculties needed to effect this Memorandum of Understanding and to use his better judgement in signing or refusing to sign.

This sub-delegation is delegable and is transactional specific.

In Domino,

Rev. Fr Robert Bissell
Episcopal Vicar: Property
Archdiocese of Cape Town

ARCHDIOCESE OF CAPE TOWN
PROPERTY ADMINISTRATOR

Cathedral Place 12 Bouquet St, PO Box 2910 Cape Town 8000
Tel: +27 (21) 462 2417, +27 (0)83 602 4193 Fax: +27 (21) 461 9330
Email: property@adct.org.za Web: www.adct.org.za

ADRIAANS ATTORNEYS

Prepared by

Arthur Johannes
Attorney

GENERAL POWER OF ATTORNEY

I, the undersigned

STEPHEN BRISLIN
Identity number : 560924 5018 08 3

in my capacity as Archbishop of the Archdiocese of Cape Town of the Roman Catholic Church

do hereby nominate, constitute and appoint

ROBERT BRYAN BISSELL
Identity number : 760126 5030 08 8

In his capacity Property Administrator Archbishop of the Archdiocese of Cape Town of the Roman Catholic Church

to be my/our Attorney(s) and/or Agent(s) for managing and transacting my/our business in the Republic of South Africa and in every territory or Country anywhere in the world with full power and authority for my/us and in my/our name and for my/our account and benefit to ask, demand, sue for, recover and receive all debts or sums of money, goods, effects and things whatsoever which now are or hereafter may become due, owing, payable or belong to me/us,

AND to adjust, settle, compromise and submit to arbitration all accounts, debts, claims, demands, disputes,and matters which may subsist or arise between me/us and any person, persons, Company(ies), Corporation(s) or body(ies) whatsoever and for the purpose of arbitration to make the necessary appointments and sign and execute the necessary acts and instruments in that behalf,

AND to let, either on lease or otherwise, and also to improve, alter, or otherwise deal with any stands, houses or other property belonging to me/us or with which I/we am/are entitled to deal,

AND to collect and receive rents, and, if necessary, cancel any lease or other tenancy and take all legal proceedings for ejectment or otherwise in connection with such lease or other tenancy, or the cancellation thereof,

AND to open and operate any account with a Financial Institution and to overdraw such account; to draw, sign and endorse cheques; to draw, accept and endorse bills of exchange and promissory notes; to negotiate for and take discounts and loans

with or without security; to pledge any species of security for the repayment thereof; and to withdraw securities and to sign receipts therefore; to establish credits for others; to guarantee payment of any liability or indebtedness of others; to bind me/us as surety "in solidum" and as co-principal debtor and under renunciation of the benefits of division and excussion,

AND to buy or sell movable or immovable property (including Stands) and also Claim and other Mining Rights of all kinds and in connection with any purchase or sale to make the necessary Declaration as to the truth of the amount of the purchase price; to receive or to make and give, as the case may be, the necessary contracts or acts and deeds of transfer or leases of and relating to any immovable or leasehold property, stands, claims or mining rights or mining titles in due and customary form according to the local laws and usages,

AND to invest any money in my/our hands on Mortgage of movable, immovable or leasehold property and from time to time to vary or later such investments should it be deemed necessary or expedient to do so, and to consent to the modification of all or any of the terms, or to the cancellation of any Bond or Bonds and to cede the same or any interest there under to any person or persons acquiring the same,

AND to take up money under security of property movable or immovable and to appear before any Registrar of Deeds, or any official with like duties and powers, or any Magistrate, Notary Public or other competent authority, and to make and execute all such Mortgage Bonds or other Securities as may be requisite or necessary in that behalf or to secure debts due by me/us before the passing of such Bonds or that may become due thereafter under obligation of my/our person and property of every description,

AND to waive any rights that I/We may have or be or become entitled to as usufructuary/ (ies) in respect of any property in favour of the holder or holders of any bond or bonds there over,

AND to commence, and prosecute and to defend, compound and abandon all actions, suits, claims and demands and proceedings in regard to me/us or my/our property or in relation to my/our affairs in or before any Court or other body or persons
in the Republic of South Africa and in any Territory or Country anywhere in the world.

AND to suffer judgment or decree to be given against me/us in any of such proceedings by default as my/our said Attorney shall deem fit,

AND to attend all meetings of Creditors of any person or persons, Company or Companies, Syndicate or Syndicates, indebted to me/us whether in insolvency or otherwise and to prove my/our claim at any such meeting or meetings and to vote for the election of Trustee or Trustees or to consent to the assignment of the Estate of any of my/our Debtors to sign the necessary deeds and to vote for the election of an Assignee or Assignees, and also to vote on all questions submitted to any such meeting of Creditors and generally to exercise all rights attaching to me/us as Creditor,

AND to attend meetings of persons interested in any Estate, Testate or Intestate, with which I/we may be concerned as next of kin, heir, legatee, creditor or otherwise, to vote for the appointment of any Executor or Executors Dative to do whatever may be required to prove my/our claim, and to act for me/us in all matters pertaining to such Estate,

AND make application in my/our name for shares in any Company or Syndicate, to receive such shares as may be allotted to me/us and to sign any Memorandum and Articles of Association and other document requiring the signature of Shareholders,

AND to appear in person or by proxy at the Meetings of Shareholders of any Company or Syndicate in which I/we may hold a share or shares and to vote thereat on my/our behalf,

AND to buy, sell, and exchange Script or Shares and to sign the necessary transfers and documents to pass title thereto,

AND further to give and grant receipts, releases or other effectual discharges for any sum of money or thing recovered on my/our behalf, which receipt whether given in my/our name or in the name of my/our Attorney shall exonerate the person or persons paying such moneys from seeing to the application thereof,

AND for me and in my name to enter into Partnership, dissolve or liquidate any Partnership and to sell or transfer any Partnership property and to represent me in all matters relating to any Company or Companies that may at any time hereafter be registered or incorporated in the Republic of South Africa or in any Territory or Country anywhere in the world.

AND to sign or execute any Deed or Instrument in writing as effectually as I/we might or could do if personally present,

AND to choose "domicilium citandi et executandi", AND GENERALLY to do, execute and suffer any such act, deed, matter or thing whatsoever, as the said Attorney may deem necessary or expedient in or about my/our concerns, HEREBY GIVING and GRANTING to the said Attorney power to appoint a substitute or substitutes, and the same at pleasure to displace or remove and appoint another or others, hereby ratifying and agreeing to ratify whatsoever shall be done or suffered by virtue of these presents.

AND without in any way restricting or limiting the aforementioned general powers and authorities, I/we do hereby specially authorise my/our said Attorney and Agent to do all or any of the following acts, matters and things in relation to any Company or Companies in the Republic of South Africa or in any Territory or Country anywhere in the world.

1. To sign and subscribe my/our name to the Memorandum and Articles of Association of any such Company or Companies as a member thereof, and to undertake to purchase from such Company or Companies and subscribe to

   the Memorandum of Association of all or any of such Company or Companies for such number of shares in the Share Capital of the Company or Companies as my/our said Attorney and Agent may deem fit.

2. In my/our name and on my/our behalf and in respect of all or any of such Company or Companies to sing, execute and deliver and cause to be lodged with the Registrar of Companies or other competent official, a consent in writing to act as a Director on the Board of Directors of any such Company or Companies and in terms of the Companies Act, 1973, of the Republic of South Africa or any similar legislative provision in any Territory or Country anywhere in the world.

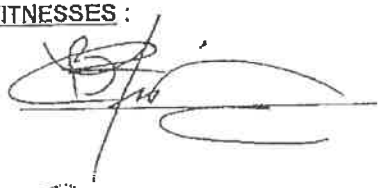
3. If so deemed necessary and in lieu and instead of subscribing the Memorandum of Association of any such Company or Companies, in my/our name and on my/our behalf to sign, execute and deliver and lodge with the Registrar of Companies aforesaid a contract in my/our name and on my/our behalf to take from and pay unto any such Company or Companies such number of shares in the Share Capital of the Company concerned as will be necessary to qualify me/us as a Director(s) in terms of the Companies Act 1973, of the Republic of South Africa or any similar legislative provision in any Territory or Country anywhere in the world.

4. Upon my/our being named as a Director or proposed Director in any Prospectus or statement in lieu of Prospectus, to be lodged by any such Company or Companies, to sign and execute such Prospectus or statement in lieu of Prospectus in my/our name and on my/our behalf.

5. SPECIAL PROVISIONS

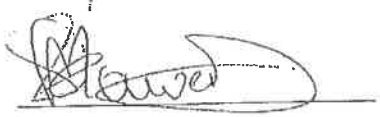
Signed and Dated at CAPE TOWN on the 16th day of October 2017 in the presence of the undersigned witnesses.

AS WITNESSES :

1. 



MOST RT REV STEPHEN BRISLIN
ARCHBISHOP OF CAPE TOWN

2. 

I D No 7601255030 08 8
SA BURGER/S A CITIZEN
BISSET
ROBERT BRYAN
SOUTH AFRICA
2001 10 22
Marriage Officer:
Commissioner of Oaths
Terms of Act No. 16 of 1963

Martin Botha

From: Maryke Truter on behalf of Gerhard Swart
Sent: Monday, 14 January 2019 08:03
To: Martin Botha
Subject: FW: Objection: Application number: LU/8676

From: Kim Clarke [mailto:kclarke@afrihost.co.za]
Sent: 12 January 2019 11:39 AM
To: Gerhard Swart
Subject: Objection: Application number: LU/8676

Attention: Gerhard Swart

Application number: LU/8676

File reference number: Erf 143-145 &166-170, Stellenbosch

Name: Dr Kim Clarke

Stellenbosch property: owner 9 Akkerhof (Bird Street) and 13 Eikenbosch (Karee Street)

Contact Details: kclarke@afrihost.co.za

Objection: The above application pertains to a proposed large residential/commercial development complex in Stellenbosch. This objection concerns the request by the applicant for the removal of restrictive title deed conditions pertaining to water usage from the Kromme River.

The critical water shortages and water restrictions increasingly experienced in the Western Cape, including Stellenbosch, are well documented. I therefore object to the relaxation or removal of restrictions from the title deed for water usage, unless a full environmental assessment provides evidence that this will not adversely affect water availability in Stellenbosch and elsewhere.

Kindly inform receipt of this email. Thank you.

****

Dr Kim G Clarke
PhD MScEng BScEng MIChemE PrEng
Bioprocess Engineering Consultant

https://www.linkedin.com/in/kim-g-clarke

office +27 21 794 5904
mobile +27 64 900 5445
email kclarke@afrihost.co.za

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LETTER OF CONSENT

APPLICATION FOR CONSOLIDATION, REZONING, PERMANENT DEPARTURES FROM THE STELLENBOSCH ZONING SCHEME REGULATIONS (1996), REMOVAL OF RESTRICTIVE TITLE DEED CONDITIONS, APPROVAL OF A SITE DEVELOPMENT PLAN AND LANDSCAPING MASTER PLAN: ERVEN 143 – 145 & 166 – 170, STELLENBOSCH, DENNESIG; HOFMAN AND PAUL KRUGER STREETS, STELLENBOSCH

I, .Kim Clarke....., who submitted a letter of objection, confirm that I have met/ discussed with the applicant and/ or his appointee the *APPLICATION FOR CONSOLIDATION, REZONING, PERMANENT DEPARTURES FROM THE STELLENBOSCH ZONING SCHEME REGULATIONS (1996), REMOVAL OF RESTRICTIVE TITLE DEED CONDITIONS, APPROVAL OF A SITE DEVELOPMENT PLAN AND LANDSCAPING MASTER PLAN: ERVEN 143 – 145 & 166 – 170, STELLENBOSCH, DENNESIG; HOFMAN AND PAUL KRUGER STREETS, STELLENBOSCH.*

I hereby confirm that I have no objection against the proposal, on condition that title deed restrictions pertaining to no water usage from the Kromme River, not be removed.

Further, I also undertake not to exercise my right of appeal in terms of Municipal Systems Act, 2000 (Act 32 of 2000) or the Stellenbosch Municipal Land Use Planning By-law (2015).

KG Clarke
SIGNED

13/02/2019
DATE

SIGNED

DATE

WITNESS

Martin Botha

From: Maryke Truter on behalf of Gerhard Swart
Sent: Monday, 03 December 2018 14:15
To: Martin Botha; Manie Papenfus
Subject: FW: L850-GS-mp-mp-310095s

Importance: High

From: Neil Uys [mailto:neiluys@axxess.co.za]
Sent: 03 December 2018 02:06 PM
To: Gerhard Swart
Subject: L850-GS-mp-mp-310095s

Urban Dynamics South Cape,
Town and Regional Planners

Aandag mnr Gerhard Swart

Beswaar teen hersonering erwe 143-145 & 166-170

Met die skrywe teken ek beswaar aan vir die oorskryding van die bestaande hoogte beperking na 6 verdiepings plus die oorskryding van dekking, moet 50% bly en parkering per slaapkamer moet 1 parkeerspasie wees.

Die uwe

C J Uys

Eenheid 2
Moltenopark No1
Stellenbosch

Virus-free. www.avast.com

LETTER OF CONSENT

APPLICATION FOR CONSOLIDATION, REZONING, PERMANENT DEPARTURES FROM THE STELLENBOSCH ZONING SCHEME REGULATIONS (1996), REMOVAL OF RESTRICTIVE TITLE DEED CONDITIONS, APPROVAL OF A SITE DEVELOPMENT PLAN AND LANDSCAPING MASTER PLAN: ERVEN 143 – 145 & 166 – 170, STELLENBOSCH, DENNESIG; HOFMAN AND PAUL KRUGER STREETS, STELLENBOSCH

I, CORNELIS JANSE VAN who submitted a letter of objection, confirm that I have met/ discussed with the applicant and/ or his appointee the *APPLICATION FOR CONSOLIDATION, REZONING, PERMANENT DEPARTURES FROM THE STELLENBOSCH ZONING SCHEME REGULATIONS (1996), REMOVAL OF RESTRICTIVE TITLE DEED CONDITIONS, APPROVAL OF A SITE DEVELOPMENT PLAN AND LANDSCAPING MASTER PLAN: ERVEN 143 – 145 & 166 – 170, STELLENBOSCH, DENNESIG; HOFMAN AND PAUL KRUGER STREETS, STELLENBOSCH.*

I hereby confirm that I have no objection against the proposal. Further, I also undertake not to exercise my right of appeal in terms of Municipal Systems Act, 2000 (Act 32 of 2000) or the Stellenbosch Municipal Land Use Planning By-law (2015).

SIGNED _____ DATE _____

SIGNED _____ DATE 30 MAART 2019

WITNESS _____

ANNEXURE I

SECTION 1 RESPONSE TO PUBLIC OBJECTIONS

1.1 Background

The Municipality received several land use applications for medium to high density residential developments within the Dennesig neighbourhood. These applications were submitted independently from each other, without due consideration of the overall/combined impacts of the developments on the neighbourhood. In the absence of a Transit Orientated Development Framework (TOD) and Densification Policy for the area, the Planning and Infrastructure Services Department identified the need for an overarching study to assess and inform planned densification within the Dennesig neighbourhood.

The application was accepted by the Stellenbosch Municipality and processed as prescribed in the Stellenbosch Municipal Land Use Planning By-Law (2015). The application was circulated within internal municipal departments and advertised for public comments (on-site notices, registered mail and published in the press), as per the standard advertising requirements of the Stellenbosch Municipal Land Use Planning By-Law (2015). Following the closure of the advertising process, the Municipality decided not to process Dennesig Phase 1 or any of the other three development applications located within this neighbourhood.

Following a number of meetings and consultation sessions between applicants/developers and the Stellenbosch Municipality, the unprecedented decision was made to voluntarily pend (put on hold) these four land use applications. It was agreed by all affected parties (i.e. applicants, developers and the Municipality) that further processing of the said applications would only proceed on the basis of a set of overarching guidelines (hereafter referred to as the Dennesig Neighbourhood Development Guidelines / DNDG). The guidelines would be mainly informed by transport impact investigation and urban design proposals. The main objective for such a study would be to provide a non-statutory guideline document for the Municipality as a basis to firstly assess applications, and secondly to guide existing developers and future developers towards a coherent integrated development vision.

Following the advertising and circulation process, as per the requirements of the Stellenbosch Municipal Land Use Planning By-Law (2015), 5 public objections were received from the advertising process.

The public objections were assessed and it became clear that there were certain common issues and concerns that were raised repeatedly by the objectors, including the following major concerns:

- **Height & Massing (inconsistent with character of surrounding area)**

  It should be noted that various factors determined the development parameters of the proposed development. The professional team did not only investigate the site

in its surrounding context, but also identified site specific conditions and characteristics informing the proposed design. Urban design principles / guidelines were applied as tools to measure and evaluate the detailed development proposal on the site. The design indicators also responded to the recommendations of the heritage statement by the Heritage Specialist, as well as to the principles contained in the DNDG report.

Most importantly, it should be noted that the proposed development is consistent with the Stellenbosch Integrated Development Plan (IDP - 2018/2019). The following two strategies are being proposed according to the IDP:

- ***"Significant densification of existing neighbourhoods located in proximity of major transport infrastructure and the Stellenbosch University (SU); and***

- ***Identification of the Dennesig area bounded by Adam Tas Road/ R44, Merriman Avenue, Bird Street and Molteno Road as a primary densification and development intensification area for the establishment of blocks of flats according to predetermined patterns on clustered erven with heights of up to 6 storeys, subject to certain performance criteria mixed with non-residential facilities."***

- **Traffic Impact and Parking**

A detailed Traffic Impact Assessment (TIA) was undertaken by iCE Group (reputable transport engineers), supporting the proposed development. It was concluded by the TIA that no upgrades to the external road network are considered necessary as a result of the proposed development. It is clear that the objectors have conveniently ignored or chosen to ignore the fact that the proposed development not only aims to assist in addressing traffic challenges within Stellenbosch, but also to create an active pedestrian environment by discouraging vehicle usage. The proposed development is also conveniently located within walking and cycling distance from various amenities and attractions. The DNDG also consist of a Master Transport Plan / overall traffic study, to which the proposed development positively respond to.

- **Specific Business Zone (Retail use)**

It is clear that Council has already acceded to high density residential development and that existing developments (Acorns, Melrose Square, Akkerhof, The Den 1 etc.) in close proximity has already transferred the urban landscape to a multidisciplinary neighbourhood. By providing a retail component on ground floor is most consistent with the IDP ***("……patterns on clustered erven with heights of up to 6 storeys, subject to certain performance criteria mixed with non-residential facilities.")***. By increasing residential density along with retail uses (mixed use development)

within Dennesig, is most consistent with local planning policy in Stellenbosch.

- **Studentification (Seasonal residency)**

  In 2017 a total of 31 639 students were enrolled at the SU on the official annual SU census date (June 2017), according to the SU webpage. Existing student hostels and private accommodation fell short of the total demand for student housing. The IDP also states that the SU has expanded its footprint and that student accommodation has extended into the suburbs. Development of the site will contribute towards alleviating the supply constraint for student accommodation, within the context of growing student numbers.

With reference to the above-mentioned concerns, it is concluded that these objectors were either ill-informed or unaware of Council's directives regarding densification and must therefore be disregarded.

Furthermore, the proposed development is fully policy compliant, and includes quality finishes and aesthetics, based on contemporary architecture, that will have a most positive impact in the Dennesig neighbourhood and environs.

The DNDG document that was subsequently compiled, will address concerns raised relating to height/massing, traffic impact and parking, and mixed use. Through the identification of contextually appropriate design principles and guidelines, the Urban Design Framework Document presents and sets into practise good urban design principles, and thereby strive to the making of great places in an evolving built environment.

1.2 List of Public Objectors

Five (5) letters of objections were received from the following parties (please note that 3 of the said objections have been withdrawn – refer letters of consent attached hereto):

- Mr. CJ Uys (following discussion/meeting between the applicant and the objector, *the letter of objection was withdrawn*).

- Dr. K Clarke (following discussion/meeting between the applicant and the objector, *the letter of objection was withdrawn*).

- Stellenbosch Roman Catholic Church [following various meetings, design workshops and the compilation of the Dennesig Neighbourhood Development Guidelines (DNDG) document, the objector signed a Memorandum of Agreement (MOA), *withdrawing the objection* subject to the response of the development to the DNDG].

- Meglis (Pty) Ltd – A meeting was arranged on 12-02-2019 with the directors of Meglis (Pty) Ltd to discuss concerns and how the developer can respond thereto to mitigate / accommodate same. Following the discussion, no feedback was received from Meglis (Pty) Ltd.

- Mr. AB Hamman (Erf 146 Stellenbosch) - Mr Hamman was approached and contacted on numerous occasions (via telephone & e-mail) to discuss his concerns. Mr Hamman declined to make any contact or to engage into any further discussions to address his concerns.

1.3 Objections and the response thereto

Table 1.2: Response to comments – AB Hamman

OBJECTOR	OBJECTION THEME	CONSULTANT'S RESPONSE	CONCLUSION / RECOMMENDATION
	PRIVACY		
Mr. AB Hamman (Erf 146 Stellenbosch)	The application site is part of a single residential area, i.e. Dennesig. This is an old established area and currently people of all age groups, including many families, reside here. If the proposed development is to go ahead, it would have major negative effects on the living circumstances of residents of the remaining single residential properties in Paul Kruger, Dennesig and Hofman Streets. A development, as proposed, opposite or next to a single residential house, seriously violates the privacy of occupants of the residential houses.	The application is underpinned by thorough urban design and contextual assessment, the basis on which it was concluded that the proposed height is acceptable within the context of the site. The application has also been amended during the formal advertising and commenting period. The amendments to the design positively respond to the DNDG study. The change in living circumstances in the neighbourhood is unavoidable, as changes to the environment as a result of densification is a direct response to Council's policy for this specific neighbourhood. The applicable SDF adopted by the Municipality (June 2019) expressly prescribes in ***Table 20***. - "enablement of the Adam Tas Corridor" - "Sensitive residential infill and compaction"	The objection on the grounds of major negative effects and a violation on privacy as a result of the proposed development have been mitigated and as a result transpired into a major re-design of the building to reduce the height and articulation of the façade. The development proposal also complies with the SDF's policies relating to densification and also Adam Tas corridor as a major catalyst for the town's new vision.
	Occupants living on the upper levels of the proposed block of flats can easily look right into rooms and backyards of residential properties adjacent to or across the street from the flats. This is a violation of people's right to privacy at their homes, as per the Bill of Rights of our Constitution. The developers planning to encroach the lateral and street building lines, exacerbates this aspect (violation of privacy).	The alleged impact on privacy is not explained. The Dennesig neighbourhood is directly adjacent to the Adam Tas Corridor. The Dennesig initiative in terms of the proposed master plan to upgrade the public realm and to promote pedestrian movement above vehicular transport can be regarded as the catalyst for the implementation of the corridor. Its proximity to the station and Adam Tas road "fits" ideally with the vision, namely mixed land use, high density and favouring access by pedestrians and cyclists. The individual's rights need to be balanced by the applicant's rights to apply for development. The developer have demonstrated how the potential impact will be mitigated i.e. reduced the building height to 4 storeys abutting the objector's property and the introduction of larger family units on corners of the building. Further mitigation include: • Setback of building from the erf boundary through placement of landscaping and ventilation shafts on the western boundary of Erf 146 Stellenbosch. • Bicycle and lower parking level entrance on the southern boundary of Erf 146 Stellenbosch.	The development proposals are therefore desirable both in terms of the compliance with policy and its appropriate "fit" through design mitigation. The objection should therefore be disregarded.

		• The south western corner of Erf 146 looks onto the courtyard of the proposed building complex. • Approximately 50% of the common boundary between Erf 146 and the development is therefore 'open' to the south west. • The loose standing building on the southern part of Erf 146 is a garage and therefore impacts on this edge are in our opinion immaterial.	
2	**HERITAGE**		
Mr. AB Hamman (Erf 146 Stellenbosch)	The residences on the subject properties are all character-filled old homes dating from the 1930's and 1940's. Similar character-filled residences in Stellenbosch are found only in the Mostertsdrift area, and are selling at much higher prices. I am of the opinion that these residences should be renovated and preserved as part of our architectural heritage.	Cindy Postlethwayt, a Professional Heritage Practitioner, was appointed to conduct a Heritage Impact Assessment (HIA). It was confirmed by the HIA that the proposed development area does not form part of the historical core of Stellenbosch. The meeting of the Heritage Western Cape (HWC) Appeals Committee was held on 16 October 2019 and the appeal by Mr AB Hamman was dismissed. See copy of letter below: **9.3 HIA: Proposed Redevelopment of Erven 143, 144, 145, 155,156,157,158,166,167,168,169,170, Rem 185, 4683 & 5957, Dennisig & Paul Kruger Streets, Stellenbosch - Section 49 Appeal from IACom** **HM/ CAPE WINELANDS/STELLENBOSCH/ ERVEN 143, 144, 145, 155,156,157,158,166,167,168,169,170, Rem 185, 4683 & 5957** **Case No:** 18062502HB0627M **DECISION** 1. The revised proposal has addressed the Appeals Committees' concerns regarding the impact on the identified heritage resources. 2. The revised plans dated 17 September 2019 are approved. 3. Full scaled municipal drawings are to be submitted to HWC for final approval **Waseefa Dhansay**	There is insufficient reason to warrant the protection of the demolition of buildings to accommodate the proposed development. All heritage related approvals for the proposed development were obtained from HWC. The statement by the objector must be disregarded.
3	**TRAFFIC**		
Mr. AB Hamman (Erf 146 Stellenbosch)	Both Dennesig and Paul Kruger Streets are currently beautiful tree-lined, quiet residential streets. Should the proposed development go ahead, it will cause an enormous increase in traffic to this area. Higher traffic volumes will also increase noise and air pollution. The traffic increase is a direct threat to children and other	The Traffic Impact Assessment (TIA) is in support of the proposed development. Furthermore, the traffic impact of the proposed development will also be minimised, as follows: • The site is located within easy walking distance from the SU main campus and surrounding academic buildings.	The basis for the objection is invalid and must therefore be disregarded. The proposals contained in the Dennesig Neighbourhood Development Guidelines are therefore aimed at the implementation of a Master Plan for the neighbourhood in order to create an attractive walkable environment, reduce car

	pedestrians using these streets.	• The development is conveniently located within walking and cycling distance from various amenities and attractions, while the accessibility to public transport further enhances the convenient locality of the application site. • The proposed development not only aims to assist in addressing traffic challenges within Stellenbosch, but also to create an active pedestrian environment (cycling and walking). • The DNDG study included the development of non-motorised transport (NMT) infrastructure (including a Transport Master Plan) for the neighbourhood. The proposed development is therefore based on a pedestrianized environment, promoting cycling and walking. • The urban design and transport impact studies conducted for the neighbourhood includes certain proposals that will establish a pedestrian orientated movement system. The streets will be pedestrianised and to achieve this, the "woonerf" concept is proposed where kerbs are removed from the road reserve to create a single plane on which both people and vehicles move. • As part of the conditions to be approved, it is proposed that the Master Home Owners' Association (MHOA) will enter into a Memorandum of Undertaking (MOU) which will include a list the projects as identified in the Transport Master Plan (TMP). One of the first projects that will be implemented is the "woonerf" concept. The "look and feel" of the "woonerf" will incorporate landscaping of the road surface and trees to be retained and new planting. The tree-lined streets will therefore become an important element of creating an attractive pedestrian environment. • One of the core principles of the proposed Dennesig Neighbourhood Design Guidelines is to reduce car usage and promote NMT. A variety of mechanisms are proposed to achieve this, such as maximum parking ratio and streets where pedestrian movement is prioritised. A bus shuttle service is also proposed. The proposals are therefore precisely to address the concern regarding traffic increase and higher traffic volumes.	dominance and prioritise pedestrian movement.

4	PROPERTY VALUE		
Mr. AB Hamman (Erf 146 Stellenbosch)	Home-owners in the Dennesig area, as in other areas, yearly spend lots of money on the maintenance and improvements of their properties and gardens. A development as planned will have a negative effect on residential property values in the area.	The proposed mixed use development will be a substantial positive investment in the area, will include quality finishes and will be an upmarket development. The total value of all the investments in the neighbourhood is estimated more than R1b, and therefore it is considered highly unlikely that property values will be negatively affected. To the contrary, the fact that the neighbourhood will be transformed through the mechanism of a collective DC fund to ensure that the proposals of the Master Plan are executed will ensure that the improvement to the public realm is co-ordinated and the vision for the area is implemented. The creation of a qualitative environment will therefore have a positive impact on the neighbourhood and property values in general.	The concern by the objector is noted as pure speculation and conjecture. The objector/s reasoning has no factual basis to substantiate the alleged impact on land values. The statement by the objector must therefore be disregarded.

Table 1.2: Response to comments – Meglis (Pty) Ltd

OBJECTOR	OBJECTION THEME	CONSULTANT'S RESPONSE	CONCLUSION/RECOMMENDATION
	REZONING TO SPECIFIC BUSINESS IN A RESIDENTIAL AREA (RETAIL COMPONENT WITHIN THE HEART OF A RESIDENTIAL NEIGHBOURHOOD)		
Meglis (Pty) Ltd	a) Although densification has been supported and flats constructed in the Dennesig area, it was purely for residential purposes – as are confirmed by the applicant under *"2.3 Zoning Context"*. The introduction of retail within this residential area will therefore have a direct impact on the character of the area and will set a dangerous precedent for future retail proposals to creep into the area.	1. The Stellenbosch Municipal Integrated Development Plan 2018/2019 (IDP) clearly identifies the Dennesig area *"as a primary densification and development intensification area for the establishment of blocks of flats according to a predetermined pattern on clustered erven with heights of up to 6 storeys, **subject to certain performance criteria mixed with non-residential facilities.**"* Retail, along with residential uses, are therefore supported in the Dennesig area. Following a site assessment by the professional team, it was clear that the site has excellent development potential, while Dennesig and Hofman Roads provide an excellent opportunity for retail exposure. The retail component on the ground floor allows for an active base, encouraging pedestrian movement in the area. The retail component will not only complement the proposed development, but also the surrounding developments. By providing	Retail use along with residential use, is desirable within the Dennesig area as it is most consistent with policy directives. Each application must be processed on its own merits. The statement that the retail uses will directly impact on the character of the residential area, must be regarded as merely speculative and the objection must therefore be ignored.

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		retail use on ground floor accessible to the public, the need for residents (of the proposed and surrounding developments) to commute to facilities further afield, may reduce. The mixed use with retail on the ground floor on the corner of Dennesig Road and Hofman Road will create a vibrant plaza environment. Shade trees, hedges and planters will visually soften and create a cool relaxed atmosphere. A separate statutory process/ application must be submitted to the Municipality to convert residential units on ground floor to retail use, in the future.	
	b) Dennesig area is situated between Adam Tas Road/R44, Merriman Avenue, Bird Street and Molteno Road where numerous business, retail and other related uses are concentrated. These retail uses are located along activity streets/through routes and are within walking distance of the property under consideration. The need for a retail component at this location – within the residential area – is therefore strongly questioned.	2. Retail use within the proposed development is a direct response to market changes within Stellenbosch, as well as a direct response to policy directives. The Stellenbosch Municipal IDP (2018/2019) clearly identifies the Dennesig area as a primary densification and development intensification area for the establishment of blocks of flats according to a predetermined pattern on clustered erven with heights of up to 6 storeys, **subject to certain performance criteria mixed with non-residential facilities**. Retail, along with residential uses, are therefore supported in the area. Retail use on the ground floor is also motivated as follows: • Retail uses will contribute to positive economic growth and investment; • Retail use on the ground floor creates an active base, contributing to a pedestrianised environment (also promotes security/ safety/ surveillance due to increased activity). • Mixed use development is encouraged by planning policy directives i.e. Land Use Planning Act 2014, Provincial	Given the excellent location of the site, high density mixed-use development, along with a pedestrianised environment, should most definitely be promoted. A mixed-use development is also most consistent with provincial and local policy directives. The statement by the objector must be disregarded as it does not take into consideration the need for mixed use development in high density environments.

		Spatial Development Framework 2014, Stellenbosch Municipal IDP 2018/2019 and MSDF, and the Stellenbosch Transit Oriented Development Draft Report 2015. Retail use may reduce vehicular trips to nearby businesses/ convenient stores, also contributing to a pedestrianised environment.	
	c) It is noted that the Integrated Development Plan (IDP) promotes residential densification in the Dennesig area, however, it does not mention any proposals for retail development. One can therefore only motivate the residential component in relation to the IDP.	3. Refer No 1 above.	Refer No 1 above.
	d) As 'retail' is not defined in the zoning scheme regulations, it is unclear what the retail component will entail, what the operating hours will be, etc. A convenience shop which is opened 24/7 for the convenience of its clients – students – can lead to a disturbance to the surrounding property owners, especially at night.	4. The application is merely to allow for retail use on ground floor. The type of tenants is an irrelevant consideration, as this will be determined by market conditions. For specific businesses/shops within the proposed development, separate statutory approvals will be required (i.e. licenses, health & safety plans etc.).	The objection relating to specific retail use is irrelevant to the application at hand and must therefore be ignored.
	e) Delivery – The delivery of goods to the retail shops will create congestion during the day and noise pollution for residents, especially considering delivery times are often in the early hours of the morning.	5. Designated delivery bays can be allocated next to the retail use. The fact is that deliveries will not increase traffic congestion, especially when deliveries are in the early hours of the morning, as assumed by the objector. As only ± 470m² of retail space has been allocated, it is unlikely that deliveries will be a regular event and will most probably involve smaller type delivery vehicles.	The statement of the objector is speculative. Deliveries can be managed in terms of a parking management plan (i.e. delivery times, vehicles size etc.).
	f) The safety and security of the surrounding area will be negatively affected, as the retail use will draw negative elements into the residential area (e.g. beggars and other elements).	6. On the contrary, the safety and security in the area may improve. The proposed development includes balconies and windows, overlooking the abutting streets to create the 'eyes on the street' (increased safety). The visual connectivity created by balconies and windows overlooking streets will facilitate active community surveillance and spontaneous interactions between	The objector makes an unsubstantiated conclusion that the retail use will draw negative elements to the area. Case studies prove that active street edges increase safety and security. On this basis, the statement by the objector is based on the presumption of unwanted visits. Statements based on prejudice must be disregarded and

		residents. The retail use will also allow for an active street edge contributing to a safer environment.	ignored.
	g) We further strongly object to retail use, especially the sale of alcohol (of-sales and/or on-site consumption) which is not a desirable use within a residential area and which can cause nuisance and draw the wrong elements into the area.	7. A separate legal application process is required to enable any business to sell alcohol (i.e. to acquire the licensing).	The statement has no relevance to the application under consideration and must be ignored.
	h) The applicant mentions the Draft Transit Orientated Development Report which vaguely indicate an area along Merriman Avenue which *could* be considered for mixed uses. It is important to note that this report was written from a transport point of view and does not necessarily take into account town planning principles.	8. The Stellenbosch Transit Oriented Development Draft Report 2015 (TOD) states the following: *" The success of Stellenbosch as a primary tourism, business and residential destination linked to its heritage and the wine industry, as well as, its university town status and the institution's recent growth, has resulted in significant development pressure being placed on the infrastructure of the town.* ***These conditions, however, also present significant development opportunities for the re-imagination of the role of the town and for the spatial restructuring of the town.***" The TOD is supported by the intend and guidelines provided in the Stellenbosch Municipality SDF (June 2019). Table 20 of this document makes specific reference to "significant new mixed use development." The corresponding spatial proposals refer to the "Adam Tas Corridor as a mixed-use, high density urban district." The objector ignores the fact that spatial policy does make specific reference to mixed use development as part of the Adam Tas Corridor.	The Dennesig Neighbourhood can be regarded as the "trigger" or first phase of its implementation. Mixed-use development is therefore consistent with town planning principles. The objection is therefore factually incorrect and must be disregarded.

	i) It is a great concern to us that ground floor apartments could be converted into retail at a later stage, which will have an even greater impact on the character of the area and on the traffic congestion - especially since the existing proposal does not adhere to the parking requirements and there will be no space for additional parking. We therefore strongly object to the proposed zoning of Specific Business and insist on the zoning being residential, as what we were only granted.	9. A major thrust of the Transport Guidelines prepared by ITS, was to encourage residents to "get out of their cars" and use NMT and public transport services. A wide range of proposals have been made to achieve this overarching objective such as the creation of a 'woonerf' along Dennesig, Hofman and Paul Kruger streets that promotes NMT. A private shuttle service is also proposed, together with a maximum parking ratio. The departure of parking ratio is therefore based on the implementation of TOD principles. Specific Business complies with the notion of mixed-use development as explained in paragraph (h) above.	In the unlikely event that apartments will be converted to retail, necessary approvals will have to be obtained from the Municipality. The impact on parking will be assessed at that stage and the notion of land use conversion is irrelevant at this stage. The objection is therefore wholly invalid and must be disregarded.
	PROVISION IS ONLY MADE FOR STUDENT HOUSING (ALTHOUGH THERE IS ALWAYS A DEMAND FOR STUDENT HOUSING, THERE ARE ALSO A LARGE DEMAND FOR ACCOMMODATION FOR THE GENERAL PUBLIC WHO CONTRIBUTE TO THE TOWN'S LOCAL ECONOMY AND WHOM SHOULD BE TAKEN INTO ACCOUNT WITH ANY DEVELOPMENT TO ENSURE A BALANCE.)		
Meglis (Pty) Ltd	a) Studies indicate that an imbalance in the above accommodation with the focus on student housing alone can transform a neighbourhood by raising property prices and reducing the availability of affordable accommodation for local people, disrupting locals' lives with their exuberant lifestyles and transform areas that rush to cater for the tastes of the new young clientele. In England, this process has even spawned its own term – "*studentification*".	10. The proposed development is designed based on criteria obtained from the Stellenbosch University (SU) in order to obtain student housing accreditation. However, any member of the public may reside at the proposed development, as the development is not affiliated to the SU. The developer is merely responding to market demands and policy directives in Stellenbosch. Although the proposed development is accessible to anyone from the public, it is expected/ assumed that a large number of students will reside in the proposed development, due to the demand for student housing in the town. According to the IDP (2018/2019), student accommodation has infiltrated into the suburbs as a result of growing student numbers. The need therefore exists to address the market demand and shortage	The proposed development is accessible to non-student and not only SU enrolled students. Student housing is one of the housing categories where demand exceeds supply. The objection based on lifestyles and age of tenants is not a valid reason for objection, as the arguments seem to be based on unsubstantiated perceptions and prejudice.

		of student accommodation though high density development within close proximity of the SU. The need for affordable accommodation is recognised in the DNDG document. Specific mention is made of the absence of inclusionary housing policy and the report calls for municipal owned land within the neighbourhood to be considered for mixed-income housing (refer Section 5 of Dennesig Neighbourhood Urban Design Guideline Report by Jakupa Urban Designers and Architects).	
	b) A result of this 'studentification' is that permanent residents are forced out of an area and result in *"a kind of social cleansing"*.	11. Refer No 10 above.	Refer 10 above.
	c) Furthermore, the local economy as well as the safety and security of areas are negatively impacted when areas become ghost towns out of term time.	12. The argument that the neighbourhood will become a "ghost town" based on "studentification" is extraordinary and inconceivable.	The statement by the objector is simply irrelevant, unsubstantiated and must be disregarded.
	d) If the balance between permanent and season residency is not carefully controlled it can have a very negative impact on the local economy and specifically small business ventures and even the proposed retail component.	13. The risk of seasonality on businesses is not a desirability consideration.	The objection is invalid.
	e) Our approval was based on the condition that we provided 3 bedroom units, as integrated family living was a big consideration and a requirement for us to obtain approval. How can this be imposed on us and not on this development. Student living as you say will destroy community / family residential areas	14. The applicant is not at liberty to comment on the instructions of the Municipality. The reasons for the considerations are not known and therefore no comments can be provided.	The objection is invalid.

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	DEPARTURES (PARKING, BUILDING LINES, HEIGHT)		
Meglis (Pty) Ltd	a) Zoning scheme regulations has a specific purpose and are formulated and implemented for a reason. This include the conservation of the value of buildings and other properties in the area and to encourage the most appropriate use/development of the land. The character of an area is mainly determined by what is allowed in the zoning scheme regulations and extreme deviation from these regulations could have far reaching negative effects, especially when decisions on future developments have to be made.	15. The objector merely presents a view and no statement of objection is made.	Noted.
	b) It is acknowledged that – in certain site-specific circumstances - Council could consider certain minor departures from these regulations to allow practical solutions for the use of space. As a result, other buildings in the area has, e.g. been allowed limited departures from the regulations. Caution was however taken to ensure that most of the regulations pertaining to massing was adhered to.	16. The objector merely presents a view and no statement of objection is made.	Noted.
	c) The support of the proposed departures, especially the parking and number of storeys will set a dangerous precedent for future proposals, if favourably considered. The combined impact of further/future development proposals could therefore have far reaching negative results for the area.	17. The fact is that the Dennesig area has been designated for higher density development by the Stellenbosch Municipality. Each application must be considered on its own merits. It is our considered opinion that the proposed development will have a positive impact on Stellenbosch, as follows: • Internally, it will provide a complete living environment for the residents in a self-contained 'village' which provides most of the amenities required by the residents. This will reduce the need for residents to commute to facilities further afield. • Externally, it will positively contribute to the local urban environment by creating publicly accessible places, contribute to the creation of a network of public places and spaces, contribute to the upgrade of the road network through landscaping and pedestrian friendly routes, and contribute to safety by providing supervised, lively edges to the roads.	The development proposal is consistent with the Dennesig urban design guidelines. The document intends to support the making of memorable places, it argues for and improved spatial quality of the public realm and promotes the creation of safe and vibrant spaces. The notion therefore of cumulative negative impacts, will be mitigated through the implementation of the urban design guidelines. The objection must therefore be disregarded.

		• Operationally, it will encourage a move away from private vehicles to public transport, walking and cycling (non-motorised transport), thereby providing relief for the stressed road network. From the above it is clear that the proposed development is most desirable in Stellenbosch.	
	d) When we went through our land use management application process, Council was unwavering on their (percentage) requirement for green area within the development. We therefore strongly object to this proposal as the development does not meet the requirement and thus should not be approved on this basis.	18. Refer to No 14 above.	Refer to No 14 above.
	PARKING		
Meglis (Pty) Ltd	a) Although the proposed development is in close proximity of the University of Stellenbosch and pedestrian and public transport are available and promoted for the town, students do not only move around town. Most students go home over holidays and weekends (and have to come back), some work in their spare time, etc. and therefore require vehicles to commute. Due to the unfortunate safety risk relating to walking/cycling to US, especially for female students, more residents might be using making use of their vehicles. The parking requirement can therefore not only be evaluated on the basis that students walk/ride bike to US.	19. The proposed parking ratio is 1 bay per bedroom. This parking ratio is fully compliant with the 1996 Stellenbosch Zoning Scheme Regulations which prescribe 1 bay per bedroom. It should also be noted that the total number of bays provided exceeds the number of units. The Dennesig development guidelines present a new approach, whereby pedestrian movement is promoted above vehicular movement and encourages car owners to leave their cars at home. In an attempt to promote moving on foot, bicycle or public transport, a set of principles were established to support this change in behaviour. These principles include: • Maximum parking ratio of 1,5 bays per unit. • A minimum of 1 bicycle parking per unit. • A minimum of 0,25 motorcycle / scooter parking bays per unit.	The objection is regarded as invalid, as: • Sufficient vehicular parking bays are provided. • Minimum bicycle and motorcycle bays are proposed. • Safe and efficient NMT network to be designed in terms of the Transport Master Plan.

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		• Provision of scheduled shuttle service. The statement that safety risks discourage walking/cycling to the SU, is speculative. On the contrary, the SU has identified a 'Green Route' which, in addition to general patrol services, is actively patrolled by security officials on foot and by bicycle from 21:00 to 06:00. The proposed development is excellently located to connect with the existing SU Green Route.	
	b) There is furthermore no parking available for visitors and the spill-over parking will end up in the road reserve or probably the retail parking area. This will not only have a negative impact on traffic safety but can draw the wrong elements into the area as cars parked in the street (unsecure) are easy targets for criminals.	20. On-street parking will be planned in terms of the Transport Master Plan and as part of the 'woonerf' concept. The principle of the 'woonerf' where pedestrian movement is prioritised will create space for parking. The Municipality will be responsible for parking management in public streets. Spill-over parking can be accommodated on the existing public parking area behind the Christ Embassy building.	Sufficient space and public parking are available. The objection is therefore invalid.
	c) The proposal to provide parking for the retail component within the road reserve is not supported as there will be no control over who can use it. Any of the surrounding residential developments or their visitors can therefore use it, leaving the retail area without parking. This will become an even greater problem during peak hours.	21. Retail parking is provided for on-site, as per the requirement of the Stellenbosch Zoning Scheme Regulations 1996 (i.e. 19 bays @ 1 parking bay per 25m²). The parking provision complies with the Stellenbosch Zoning Scheme Regulations (1996). A parking management plan has been proposed to be drawn up in consolidation with the Municipality.	Sufficient space and public parking is proposed. The objection is therefore invalid.
	d) The parking bays are also proposed on either side of the road, which means that customers will have to cross the road to and from the retail outlet and increase pedestrian traffic over the road. On-site parking would therefore be more appropriate.	22. This concern is not relevant to the application at hand. On-site parking bays are provided within the proposed development.	The objection is not relevant to the matter at hand.

	HEIGHT AND BUILDING LINE DEPARTURES		
Meglis (Pty) Ltd	a) Although the design elements of the proposed building are well thought through, the design/massing/height is probably more appropriate for a property located on a busy street front within a node (e.g. the CBD). The proposal is, however, situated within a residential area characterised by small intimate streets, where the focus is more on the building and its relationship to the sidewalk and street(s) and the associated importance to "human" scale.	23. Comments noted.	Comments noted.
	b) The scale of the proposed buildings in relation to the narrow streets – which was designed for to accommodate a single residential character – will completely overshadow the human scale as experienced from passers-by and can create a tunnel effect. Especially if this precedent is continued through similar developments in the area. The height and building line departures are therefore not supported.	24. Densification as a development principle implies that the overall character of the neighbourhood will change. The DNDG make specific reference to the building perimeter block that needs to 'respond to both human scale and neighbouring built form.' Some of the relevant design indicators are: • Design to a built-to line for floors 1-4. • Use setbacks on the ground floor and floors 5-6 to articulate depth and recede the building from view.	The DNDG (Urban Design Guidelines) make specific reference to build form and human scale. The objection is therefore invalid based on these proposals.
	c) In considering the degree of fit of the proposed building with the character of the surrounding area, it is also important to take into account the relationship between the proposed building and the size of adjacent structures. In this instance the development is situated adjoining Erf 146, which contains a single residential dwelling which will be totally overshadowed by the massing and height of the building.	25. The developers have reduced the height of the building abutting the eastern and southern boundary of Erf 146 Stellenbosch from 5 and 6 storeys to 4 storeys. The building is also set back from these boundaries. Landscaping will also be implemented as tools/ measures of mitigating any potential visual impacts of the proposed development.	Sufficient mitigation measures are incorporated to limit potential impacts.

	d) The form of the building is also a direct relation to the neighbourhood context. Aspects such as the importance of existing patterns, future planning vision for the area and neighbourhood scale form part of the neighbourhood context and should be taken into account when making a decision on whether the building fits into the area. In this instance the proposed building, due to its massive scale, does not fit into the existing neighbourhood patterns or neighbourhood scale.	26. Refer No 24 above.	Refer No 24 above.
	LOADING BAY		
Meglis (Pty) Ltd	a) No loading bay is provided for deliveries and it is proposed to accommodate the delivery vehicles on the of-site parking bays in Hofman Street. This mean that the parking bays will not always be available for the use of customers who will be forced to park in the road reserve – most probably on one of the side streets.	27. A designated loading bay can be accommodated along Hofman Road (next to retail use). The detail design of parking will be undertaken as part of the Transport Master Plan that will be required as a condition of approval.	The proposed neighbourhood Transport Master Plan and parking management plan will address loading bay requirements.
	b) Furthermore, if the parking bays adjoining the retail are occupied, delivery vehicles will have to find a place to turn around and then park across the road and carry/wheel stock across Hofman Street. In the event that the parking bays on either side of the road are occupied, the delivery vehicles will be forced to stop in the road which will result in congestion and have a negative ipact on traffic flow and safety.	28. Refer No 27 above.	Refer No 27 above.
	c) The beforementioned will have a direct impact on the streetscape and how the street and pedestrian environment is perceived, especially given that this proposal is situated in the middle of a residential area.	29. Noted.	Noted.

**MEMORANDUM OF UNDERTAKING BETWEEN BUFFSHELFCO 54 (PTY) (LTD)
AND STELLENBOSCH ROMAN CATHOLIC CHURCH
ST NICHOLAS' CHURCH**

1. PARTIES

This Memorandum of Undertaking (hereafter referred to as "MOU") is made and entered into by and between Buffshelfco 54 (Pty) Ltd (hereafter referred to as "Buffshelfco"), whose address is 78 Corlett Drive, Melrose North and the St Nicholas' Catholic Church of Stellenbosch (hereafter referred to as "The Church"), whose address is 16 Paul Kruger Street, Stellenbosch in connection with the proposed development of Erven 143, 144, 145, 166, 167, 168, 169 And 170, situated at the corner of Dennesig and Paul Kruger Roads, Stellenbosch ("the Properties").

2. PURPOSE

The purpose of this MOU is to record the terms and conditions under which the Church shall withdraw its objection(s) and/or appeal(s) against the applications submitted by Buffshelfco, and/or submitted on behalf of Buffshelfco, to the relevant authorities for the proposed development contemplated in clause 1 in respect of the following application.

The application for rezoning and subdivision and departures in terms of the Stellenbosch Municipal Land Use Planning By-law (hereafter referred to as "The Rezoning Application").

The application was submitted by the agents of Buffshelfco 54 (Pty) Ltd on 08 October 2018.

3. TERM OF MOU

The MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU. The MOU shall remain in force and effect until the requirements in clauses 4.1 – 4.5 below have been discharged as evidenced by the letters of approval of both, the Rezoning and Heritage Applications.

4. RESPONSIBILITIES OF BUFFSHELFCO 54 (PTY) LTD

Buffshelfco herein undertake to ensure that The Rezoning Application is amended and upon submission to the Stellenbosch Municipality will incorporate the following changes in respect of the proposed development of the Properties:

4.1 Articulation of Hoffman and Paul Kruger building edge

The relationships between the proposed buildings on the Properties and the interface thereof with Hoffman and Paul Kruger Streets must be treated to reflect a lower "datum line". The height of the buildings on these street edges must not exceed 5 storeys and 4 storeys on Erf 146 on the corner of Hoffman and Paul Kruger Streets. The street elevation must be articulated through a variation of architectural interventions. The 5th storey is to be recessed. Through the innovative use of material and articulation, the 5th storey must be reflective of a part of the building so that it "sits" above the 4th storey, herein described as the datum line and as illustrated in the sketches below. The 4th storey is to be recessed in proximity to Erf 146 on the corner of Hoffman and Paul Kruger Streets where the "datum line" will be the 3rd storey.

4.2 Size and use of corner units

The architectural design will ensure that the flat units located at the corner of the building overlooking Erf 146 on the intersection of Hoffman and Paul Kruger Streets will be designed to a minimum size and specified use-type, as set out immediately hereunder:

These flat units will be used for living accommodation purposes only, with a minimum of 2 bedrooms. No uses other than living accommodation and study rooms will be permitted for these flat units, including but not limited to other uses such as communal break-away rooms, chill rooms and study areas.

4.3 Body corporate and rules

A body corporate will be amongst other, responsible for the enforcement of rules and regulations for the proposed development. The rules will include measures to ensure that the following categories of nuisance is mitigated and avoided:

i. Noise

Restriction of noise through the prescription of times and days of the week where noise produced by electric devices, instruments or electronic devices will be banned.

ii. Complaints

The rules of the Body Corporate must include procedures for the submission by The Catholic Church of complaints and penalties, where appropriate, against a transgression of the rules.

4.4 Parking and shuttle service

Public parking will be according to the public traffic and parking plan as approved and/or to be approved by the Municipality. It is envisaged in the DNDG (refer paragraph 4.5) that the Municipality will require the compilation of a parking management plan. The objectives of this plan will be to address parking hours, parking zones, parking transgressions, penalties, signage and parking on Sundays and special events.

A shuttle service will be implemented by the Body Corporate and / or a Home Owners Association for the Dennesig Neighbourhood when the occupancy of the building reaches a certain threshold. The requirements for the shuttle service will be contained in terms of the conditions of approval issued by the Municipality.

4.5 Dennesig Neighbourhood Design Guidelines (DNDG)

Buffshelfco undertakes to subscribe to the general intent of the urban design and transportation proposals as illustrated in the DNDG document. The cost for the implementation of these interventions will be determined in the DNDG document and as per the Service Level Agreement (SLA) and / or the Developers Agreement, whichever will be implemented by the Municipality in terms of the conditions of approval. This undertaking is also subject to final approval of the development as reflected in the DNDA and SLA.

5. AMENDMENTS

Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument and effective when executed and signed by all parties to this MOU.

6. APPLICABLE LAW

The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of [insert State name]. The courts of the State of State Name shall have jurisdiction over any action arising out of this MOU and over the parties and the venue shall be the Judicial District and Country, State Name.

7. ENTIRETY OF AGREEMENT

This MOU, consisting of numbers, pages represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

8. SEVERABILITY

Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect and either party may renegotiate the terms affected by the severance.

9. SOVEREIGN IMMUNITY

The requesting law enforcement agency and the assigning law enforcement agency and their respective governing bodies do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

10. THIRD PARTY BENEFICIARY RIGHTS

The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU the parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

11. SIGNATURES

In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

[AGENCY]

Archdiocese of Cape Town

[Name and Title] Date 22-10-2019

Rev Fr W.J. Lindoque

[Name and Title] Date

ROMAN CATHOLIC CHURCH ST. NICHOLAS ST. MARK'S STELLENBOSCH ALL SAINTS ROOMS-KATOLIEKE KERK

[AGENCY]

Urban Dynamics Western Cape

[Name and Title] GP Swart (Director) Date 22/10/2019

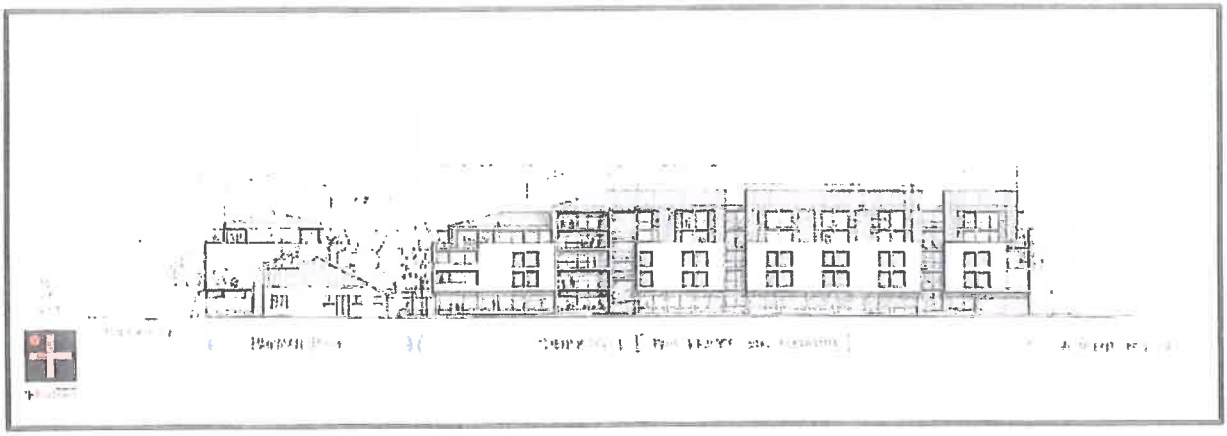
_____

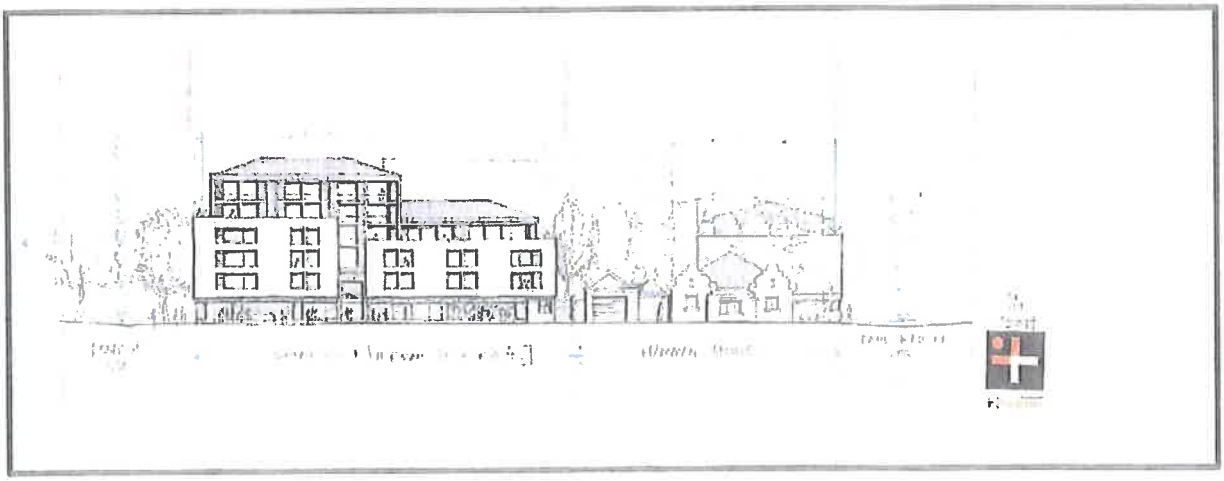
[Name and Title] Date

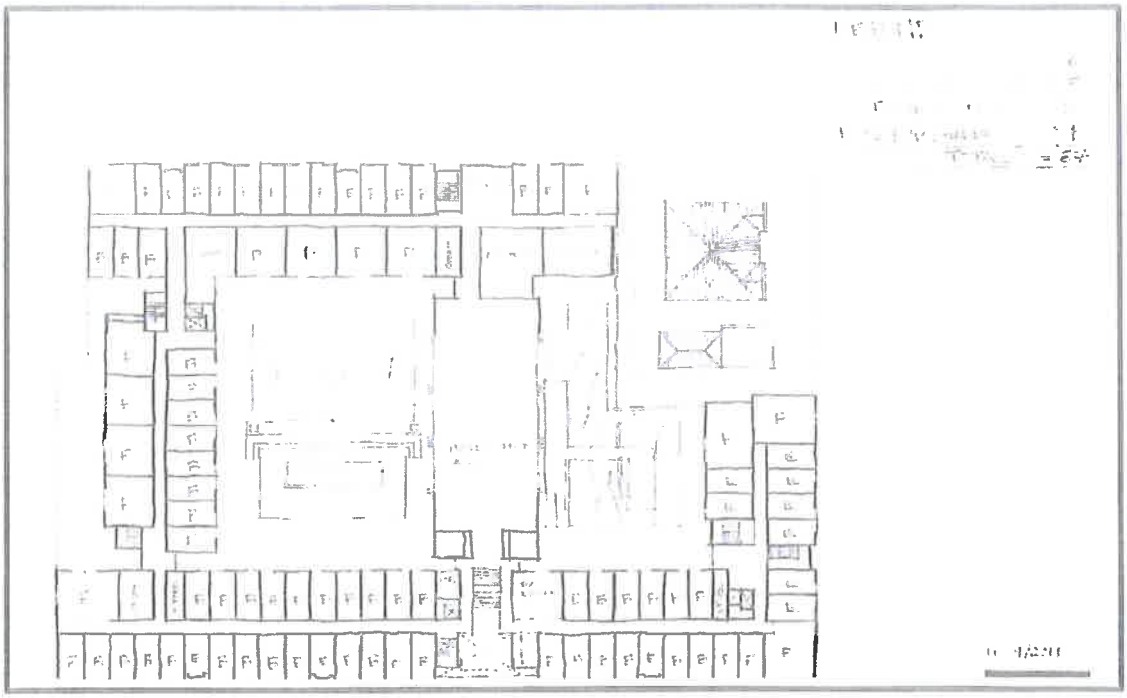
_____

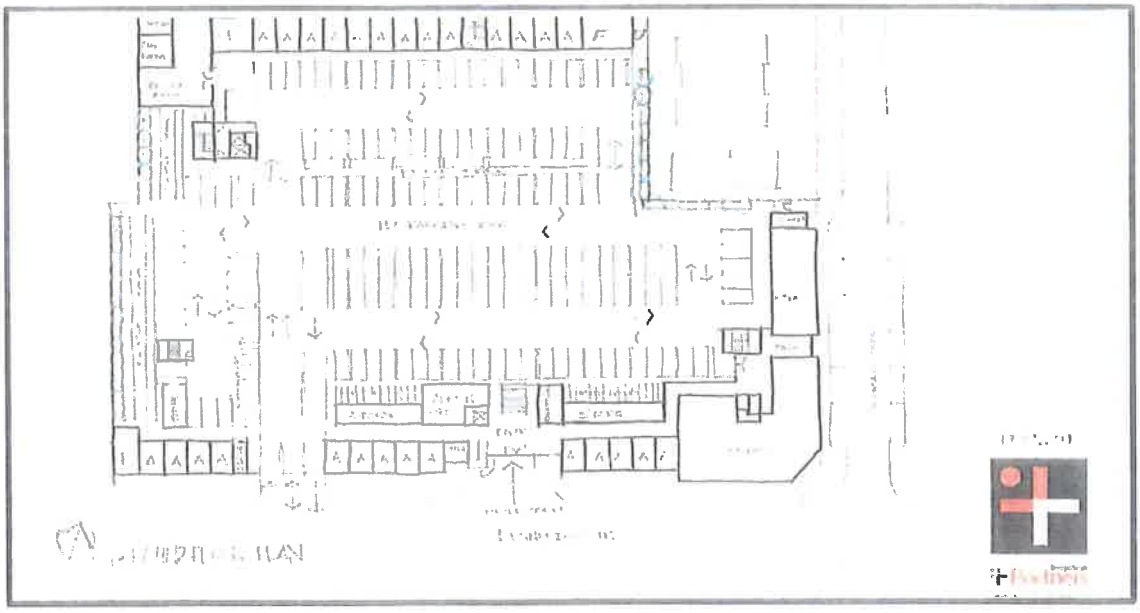
[Name and Title] Date











Archdiocese of Cape Town

15 October 2019

To Whom It May Concern:

Re: Sub-delegation to Fr Willem Lindeque

I, Rev Fr Robert Bissell, Episcopal Vicar for Property and in possession of a General Power of Attorney, hereby sub-delegate to Fr Willem Lindeque the authority to enter into a Memorandum of Understanding, as presented to myself and Archbishop Brislin on 8 October 2019, with Buffshelfco 54 (Pty) Ltd.

This Memorandum of Understanding pertains to the Archdiocese of Cape Town of the Roman Catholic Church's objection to the development of the of Erven 143, 144, 145, 166, 167, 168, 169 And 170, situated at the corner of Dennesig and Paul Kruger Roads, Stellenbosch.

Fr Lindeque is hereby sub-delegated all the faculties needed to effect this Memorandum of Understanding and to use his better judgement in signing or refusing to sign.

This sub-delegation is delegable and is transactional specific.

In Domino,

Rev. Fr Robert Bissell
Episcopal Vicar: Property
Archdiocese of Cape Town

ARCHDIOCESE OF CAPE TOWN PROPERTY ADMINISTRATOR

Cathedral Place 12 Bouquet St, PO Box 2910 Cape Town 8000
Tel: +27 (21) 462 2417, +27 (0)83 602 4193 Fax: +27 (21) 461 9330
Email: property@adct.org.za Web: www.adct.org.za

ADRIAANS ATTORNEYS

Prepared by

Arthur Johannes
Attorney

GENERAL POWER OF ATTORNEY

I, the undersigned

STEPHEN BRISLIN
Identity number : 560924 5018 08 3

in my capacity as Archbishop of the Archdiocese of Cape Town of the Roman Catholic Church

do hereby nominate, constitute and appoint

ROBERT BRYAN BISSELL
Identity number : 760126 5030 08 8

In his capacity Property Administrator Archbishop of the Archdiocese of Cape Town of the Roman Catholic Church

to be my/our Attorney(s) and/or Agent(s) for managing and transacting my/our business in the Republic of South Africa and in every territory or Country anywhere in the world with full power and authority for my/us and in my/our name and for my/our account and benefit to ask, demand, sue for, recover and receive all debts or sums of money, goods, effects and things whatsoever which now are or hereafter may become due, owing, payable or belong to me/us,

AND to adjust, settle, compromise and submit to arbitration all accounts, debts, claims, demands, disputes, and matters which may subsist or arise between me/us and any person, persons, Company(ies), Corporation(s) or body(ies) whatsoever and for the purpose of arbitration to make the necessary appointments and sign and execute the necessary acts and instruments in that behalf,

AND to let, either on lease or otherwise, and also to improve, alter, or otherwise deal with any stands, houses or other property belonging to me/us or with which I/we am/are entitled to deal,

AND to collect and receive rents, and, if necessary, cancel any lease or other tenancy and take all legal proceedings for ejectment or otherwise in connection with such lease or other tenancy, or the cancellation thereof,

AND to open and operate any account with a Financial Institution and to overdraw such account; to draw, sign and endorse cheques; to draw, accept and endorse bills of exchange and promissory notes; to negotiate for and take discounts and leans

with or without security; to pledge any species of security for the repayment thereof; and to withdraw securities and to sign receipts therefore; to establish credits for others; to guarantee payment of any liability or indebtedness of others; to bind me/us as surety "in solidum" and as co-principal debtor and under renunciation of the benefits of division and excussion,

AND to buy or sell movable or immovable property (including Stands) and also Claim and other Mining Rights of all kinds and in connection with any purchase or sale to make the necessary Declaration as to the truth of the amount of the purchase price; to receive or to make and give, as the case may be, the necessary contracts or acts and deeds of transfer or leases of and relating to any immovable or leasehold property, stands, claims or mining rights or mining titles in due and customary form according to the local laws and usages,

AND to invest any money in my/our hands on Mortgage of movable, immovable or leasehold property and from time to time to vary or later such investments should it be deemed necessary or expedient to do so, and to consent to the modification of all or any of the terms, or to the cancellation of any Bond or Bonds and to cede the same or any interest there under to any person or persons acquiring the same,

AND to take up money under security of property movable or immovable and to appear before any Registrar of Deeds, or any official with like duties and powers, or any Magistrate, Notary Public or other competent authority, and to make and execute all such Mortgage Bonds or other Securities as may be requisite or necessary in that behalf or to secure debts due by me/us before the passing of such Bonds or that may become due thereafter under obligation of my/our person and property of every description,

AND to waive any rights that I/We may have or be or become entitled to as usufructuary/(ies) in respect of any property in favour of the holder or holders of any bond or bonds there over,

AND to commence, and prosecute and to defend, compound and abandon all actions, suits, claims and demands and proceedings in regard to me/us or my/our property or in relation to my/our affairs in or before any Court or other body or persons in the Republic of South Africa and in any Territory or Country anywhere in the world.

AND to suffer judgment or decree to be given against me/us in any of such proceedings by default as my/our said Attorney shall deem fit,

AND to attend all meetings of Creditors of any person or persons, Company or Companies, Syndicate or Syndicates, indebted to me/us whether in insolvency or otherwise and to prove my/our claim at any such meeting or meetings and to vote for the election of Trustee or Trustees or to consent to the assignment of the Estate of any of my/our Debtors to sign the necessary deeds and to vote for the election of an Assignee or Assignees, and also to vote on all questions submitted to any such meeting of Creditors and generally to exercise all rights attaching to me/us as Creditor,

AND to attend meetings of persons interested in any Estate, Testate or Intestate, with which I/we may be concerned as next of kin, heir, legatee, creditor or otherwise, to vote for the appointment of any Executor or Executors Dative to do whatever may be required to prove my/our claim, and to act for me/us in all matters pertaining to such Estate,

AND make application in my/our name for shares in any Company or Syndicate, to receive such shares as may be allotted to me/us and to sign any Memorandum and Articles of Association and other document requiring the signature of Shareholders,

AND to appear in person or by proxy at the Meetings of Shareholders of any Company or Syndicate in which I/we may hold a share or shares and to vote thereat on my/our behalf,

AND to buy, sell, and exchange Script or Shares and to sign the necessary transfers and documents to pass title thereto,

AND further to give and grant receipts, releases or other effectual discharges for any sum of money or thing recovered on my/our behalf, which receipt whether given in my/our name or in the name of my/our Attorney shall exonerate the person or persons paying such moneys from seeing to the application thereof,

AND for me and in my name to enter into Partnership, dissolve or liquidate any Partnership and to sell or transfer any Partnership property and to represent me in all matters relating to any Company or Companies that may at any time hereafter be registered or incorporated in the Republic of South Africa or in any Territory or Country anywhere in the world.

AND to sign or execute any Deed or Instrument in writing as effectually as I/we might or could do if personally present,

AND to choose "domicilium citandi et executandi", AND GENERALLY to do, execute and suffer any such act, deed, matter or thing whatsoever, as the said Attorney may deem necessary or expedient in or about my/our concerns, HEREBY GIVING and GRANTING to the said Attorney power to appoint a substitute or substitutes, and the same at pleasure to displace or remove and appoint another or others, hereby ratifying and agreeing to ratify whatsoever shall be done or suffered by virtue of these presents.

AND without in any way restricting or limiting the aforementioned general powers and authorities, I/we do hereby specially authorise my/our said Attorney and Agent to do all or any of the following acts, matters and things in relation to any Company or Companies in the Republic of South Africa or in any Territory or Country anywhere in the world.

1. To sign and subscribe my/our name to the Memorandum and Articles of Association of any such Company or Companies as a member thereof, and to undertake to purchase from such Company or Companies and subscribe to

   the Memorandum of Association of all or any of such Company or Companies for such number of shares in the Share Capital of the Company or Companies as my/our said Attorney and Agent may deem fit.

2. In my/our name and on my/our behalf and in respect of all or any of such Company or Companies to sing, execute and deliver and cause to be lodged with the Registrar of Companies or other competent official, a consent in writing to act as a Director on the Board of Directors of any such Company or Companies and in terms of the Companies Act, 1973, of the Republic of South Africa or any similar legislative provision in any Territory or Country anywhere in the world.

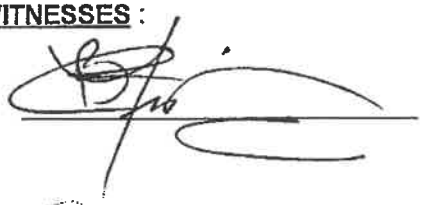
3. If so deemed necessary and in lieu and instead of subscribing the Memorandum of Association of any such Company or Companies, in my/our name and on my/our behalf to sign, execute and deliver and lodge with the Registrar of Companies aforesaid a contract in my/our name and on my/our behalf to take from and pay unto any such Company or Companies such number of shares in the Share Capital of the Company concerned as will be necessary to qualify me/us as a Director(s) in terms of the Companies Act 1973, of the Republic of South Africa or any similar legislative provision in any Territory or Country anywhere in the world.

4. Upon my/our being named as a Director or proposed Director in any Prospectus or statement in lieu of Prospectus, to be lodged by any such Company or Companies, to sign and execute such Prospectus or statement in lieu of Prospectus in my/our name and on my/our behalf.

5. **SPECIAL PROVISIONS**

Signed and Dated at CAPE TOWN on the 16th day of October 2017 in the presence of the undersigned witnesses.

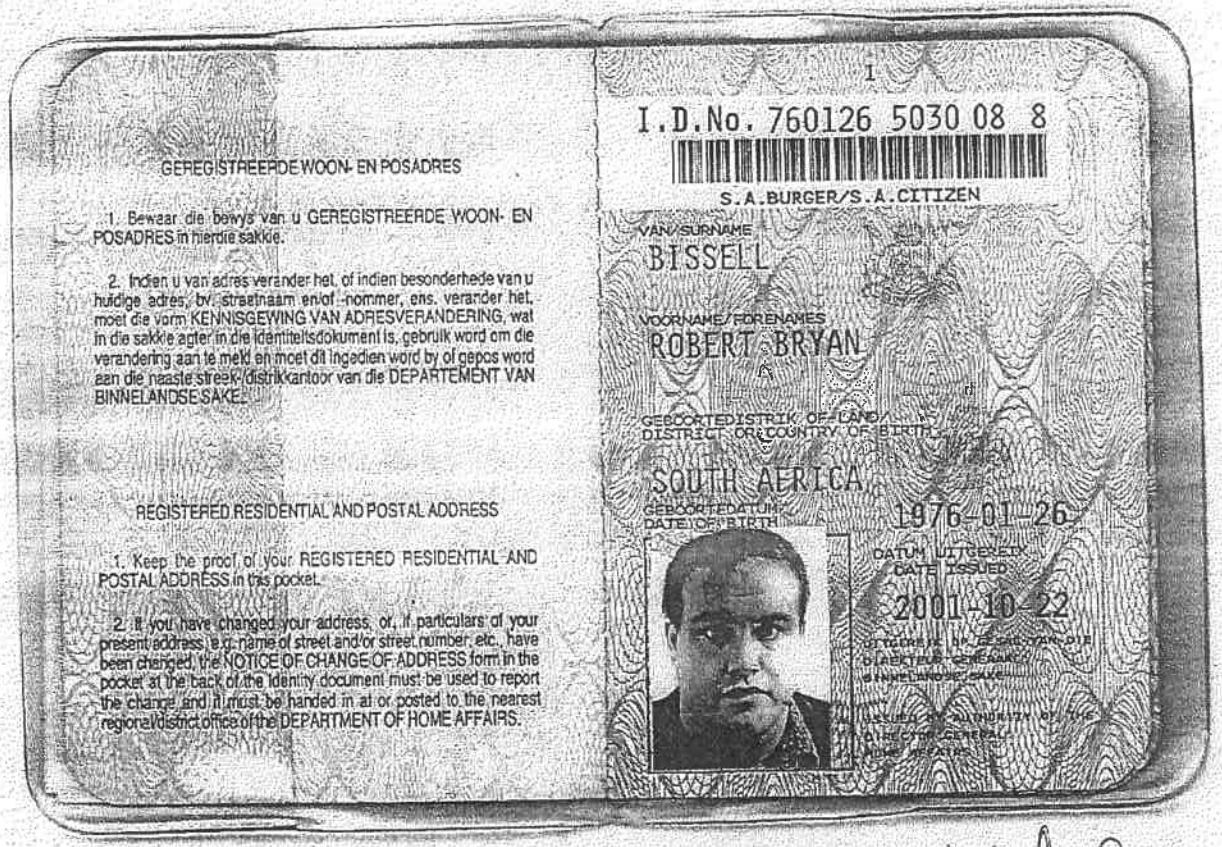
AS WITNESSES :

1. 

2. 



MOST RT REV STEPHEN BRISLIN
ARCHBISHOP OF CAPE TOWN



GEREGISTREERDE WOON- EN POSADRES

1. Bewaar die bewys van u GEREGISTREERDE WOON- EN POSADRES in hierdie sakkie.

2. Indien u van adres verander het, of indien besonderhede van u huidige adres, bv. straatnaam en/of -nommer, ens. verander het, moet die vorm KENNISGEWING VAN ADRESVERANDERING, wat in die sakkie agter in die identiteitsdokument is, gebruik word om die verandering aan te meld en moet dit ingedien word by of gepos word aan die naaste streek-/distrikkantoor van die DEPARTEMENT VAN BINNELANDSE SAKE.

REGISTERED RESIDENTIAL AND POSTAL ADDRESS

1. Keep the proof of your REGISTERED RESIDENTIAL AND POSTAL ADDRESS in this pocket.

2. If you have changed your address, or, if particulars of your present address, e.g. name of street and/or street number, etc., have been changed, the NOTICE OF CHANGE OF ADDRESS form in the pocket at the back of the identity document must be used to report the change and it must be handed in at or posted to the nearest regional/district office of the DEPARTMENT OF HOME AFFAIRS.

1

I.D.No. 760126 5030 08 8

S.A.BURGER/S.A.CITIZEN

VAN/SURNAME
BISSELL

VOORNAME/FORENAMES
ROBERT BRYAN

GEBOORTEDISTRIK OF LAND/
DISTRICT OR COUNTRY OF BIRTH
SOUTH AFRICA

GEBOORTEDATUM/
DATE OF BIRTH
1976-01-26

DATUM UITGEREIK
DATE ISSUED
2001-10-22

BD35875

Marriage Officer:
Commissioner of Oaths
Terms of Act. No. 16 of 1963

LETTER OF CONSENT

APPLICATION FOR CONSOLIDATION, REZONING, PERMANENT DEPARTURES FROM THE STELLENBOSCH ZONING SCHEME REGULATIONS (1996), REMOVAL OF RESTRICTIVE TITLE DEED CONDITIONS, APPROVAL OF A SITE DEVELOPMENT PLAN AND LANDSCAPING MASTER PLAN: ERVEN 143 – 145 & 166 – 170, STELLENBOSCH, DENNESIG; HOFMAN AND PAUL KRUGER STREETS, STELLENBOSCH

I, .Kim Clarke....., who submitted a letter of objection, confirm that I have met/ discussed with the applicant and/ or his appointee the *APPLICATION FOR CONSOLIDATION, REZONING, PERMANENT DEPARTURES FROM THE STELLENBOSCH ZONING SCHEME REGULATIONS (1996), REMOVAL OF RESTRICTIVE TITLE DEED CONDITIONS, APPROVAL OF A SITE DEVELOPMENT PLAN AND LANDSCAPING MASTER PLAN: ERVEN 143 – 145 & 166 – 170, STELLENBOSCH, DENNESIG; HOFMAN AND PAUL KRUGER STREETS, STELLENBOSCH.*

I hereby confirm that I have no objection against the proposal, on condition that title deed restrictions pertaining to no water usage from the Kromme River, not be removed.

Further, I also undertake not to exercise my right of appeal in terms of Municipal Systems Act, 2000 (Act 32 of 2000) or the Stellenbosch Municipal Land Use Planning By-law (2015).

KG Clarke
SIGNED

13/02/2019
DATE

SIGNED

DATE

WITNESS

LETTER OF CONSENT

APPLICATION FOR CONSOLIDATION, REZONING, PERMANENT DEPARTURES FROM THE STELLENBOSCH ZONING SCHEME REGULATIONS (1996), REMOVAL OF RESTRICTIVE TITLE DEED CONDITIONS, APPROVAL OF A SITE DEVELOPMENT PLAN AND LANDSCAPING MASTER PLAN: ERVEN 143 – 145 & 166 – 170, STELLENBOSCH, DENNESIG; HOFMAN AND PAUL KRUGER STREETS, STELLENBOSCH

I, CORNELIS JANSE VAN who submitted a letter of objection, confirm that I have met/ discussed with the applicant and/ or his appointee the *APPLICATION FOR CONSOLIDATION, REZONING, PERMANENT DEPARTURES FROM THE STELLENBOSCH ZONING SCHEME REGULATIONS (1996), REMOVAL OF RESTRICTIVE TITLE DEED CONDITIONS, APPROVAL OF A SITE DEVELOPMENT PLAN AND LANDSCAPING MASTER PLAN: ERVEN 143 – 145 & 166 – 170, STELLENBOSCH, DENNESIG; HOFMAN AND PAUL KRUGER STREETS, STELLENBOSCH.*

I hereby confirm that I have no objection against the proposal. Further, I also undertake not to exercise my right of appeal in terms of Municipal Systems Act, 2000 (Act 32 of 2000) or the Stellenbosch Municipal Land Use Planning By-law (2015).

SIGNED _____ DATE _____

SIGNED _____ DATE 30 MAART 2019

WITNESS _____

ANNEXURE J

STELLENBOSCH

STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

Spatial Planning, Heritage and Environment

To	:	**Head: Customer Interface & Administration**
From	:	**Manager: Spatial Planning**
Reference:		**Dennesig, Stellenbosch**
Date	:	**9 December 2019**
Re	:	**Application for rezoning, various departures, Dennesig, Stellenbosch**

I refer to your request for comment on the above application.

APPLICATION FOR REZONING AND DEPARTURES FOR:

a. Erf 184
b. Erven 143-145 and erven 166-170
c. Erven 141, 142, 163 – 165
d. Erf 139, 140

Various applications were received for the rezoning and departures i.t.o. permissible height, building lines, floor factor and coverage were received for the above properties all located in Dennesig. The applications were based on an urban design report and traffic impact statement prepared in conjunction with the municipality in order to be able to evaluate the applications against the same principles.

The applications were evaluated in general against current national, provincial and local policy, general trends internationally and lastly individually.

The comments, general and specific is contained in the report attached to this memorandum.

The applications are recommended for approval.

BJG DE LA BAT
MANAGER: SPATIAL PLANNING

INTRODUCTION

The combined impact of the approval of the various applications for redevelopment of the larger part of the Dennesig neighbourhood will have an impact on the neighbourhood itself and on the larger area within which the precinct is located. The impact can be severely negative in terms of residential quality, public space, infrastructure, traffic and congestion as well as the liveability of the area should conventional planning principles be applied.

An alternative development approach based on SMART Growth principles to create a regenerated, efficient, sustainable and liveable neighbourhood where infrastructure is used efficiently, public transport and NMT is promote and used frequently and where the public space is of a high quality so as to create a safe, pleasant and socially integrated realm, is possible. Should such an approach will be a departure from the normal planning approach in reaction to land use planning applications and would entail the proactive preparation of an urban design guideline that leads development. Should this approach prove to be successful and result in a substantially improved urban environment, it can be further improved on and used as a development model for the redevelopment and regeneration of similar areas within the city.

Such an approach will be in line with recent and current national, provincial and local policy as well as with international development trends necessitated by *inter alia* population growth, the severe lack of government funding and climate change. Due to the importance of this background, the report is structured as follows:

SECTION A: SOUTH AFRICAN CONTEXT

SECTION B: MUNICIPAL SPATIAL DEVCEOPMENT FRAMEWORK

SECTION C: THE ARGUMENT FOR DENSIFICATION

SECTION D: URBAN DESIGN GUIDELINES

SECTION E: RESPONSE TO APPLICATIONS

SECTION A: THE SOUTH AFRICAN PLANNING CONTEXT

Section 7 of the Spatial Planning and Land Use Management Act, 2013 (Act 16 of 2013) prescribe five (5) general principles that applies to spatial planning, land development and land use management:

(a) The principle of spatial justice.
(b) The principle of spatial sustainability.
(c) The principle of spatial efficiency.
(d) The principle of spatial resilience, and
(e) The principle of good administration.

With regards to the application of particular importance are the following aspects under the above principles:

- Past spatial and other development imbalances must be redressed through improved access to and use of land.
- Land development must optimise the use of existing resources and infrastructure.
- Only land development that is within the fiscal, institutional and administrative means of government may be promoted.
- Special consideration must be given to the protection of prime and unique agricultural land.
- Current and future costs to all parties must be considered when providing infrastructure and social services for land developments.
- Land development should only be promoted in locations that are sustainable, limit urban sprawl, and result in communities that are viable.
- Spatial plans, policies and land use management systems must be flexible to ensure sustainable livelihoods in communities most likely to suffer the impacts of economic and environmental shocks.

Numerous policy frameworks focus the work of government holistically, the spatial arrangement of activities or specific sectors.

The National Development Plan 2030 (NDP), developed by the National Planning Commission and adopted in 2012, serves as the strategic framework guiding and structuring the country's development imperatives and is supported by the New Growth Path (NGP) and other national strategies.

Of particular relevance are the recommendations set out in Chapter 8: Transforming Human Settlements and the National Space Economy, including the upgrading of all informal settlements on suitable, well-located land; increasing urban densities to support public transport and reduce sprawl; promoting mixed housing strategies and compact urban development in close proximity to services and livelihood opportunities;

and investing in public transport infrastructure and systems (with a special focus on commuter rail) to ensure more affordable, safe, reliable and coordinated public transport.

The Integrated Urban Development Framework (IUDF), approved by National Cabinet in 2016, aims to steer urban growth nationally towards a sustainable model of compact, connected and coordinated towns and cities. The IUDF provides a roadmap to implement the NDP's vision for spatial transformation, creating liveable, inclusive and resilient towns and cities while reversing apartheid spatial legacy.

The Provincial Spatial Development Framework (PSDF) sets out the key strategic spatial transitions required to achieve a more sustainable use of provincial assets, the opening-up of opportunities in the space-economy and the development of integrated and sustainable settlements. Of particular importance involves the promotion of an urban rather than suburban approach to settlement development (i.e. diversification, integration and intensification of land uses).

The Greater Cape Metro (GCM) Regional Spatial Implementation Framework (RSIF), completed under the guidance of the WCG in 2017, aims to build consensus between the spheres of government and state-owned companies on what spatial outcomes the GCM should strive for, where in space these should take place, and how they should be configured.

The regional settlement concept proposed by the GCM RSIF is built *inter alia* on the following key tenets:

- Containing settlement footprints by curtailing the further development of peripheral dormitory housing projects.
- Targeting built environment investments within regional centres, specifically in nodes of high accessibility and economic opportunity.
- Targeting these locations for public and private residential investment, especially rental housing, to allow for maximum mobility between centres within the affordable housing sector.
- Using infrastructure assets (specifically key movement routes) as "drivers" of economic development and job creation.
- Promoting regeneration and urban upgrading within strategic economic centres as well as high-population townships across the functional region.
- Shifting to more urban forms of development within town centres including higher densities and urban format social facilities.
- Maintaining valuable agricultural and nature areas.

SECTION B: MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORK

The MSDF argues that Stellenbosch town will remain the major settlement within the municipality; a significant centre comprising extensive education, commercial and government services with a reach both locally and beyond the borders of the municipality, tourism attractions, places of residence, and associated community facilities.

Retaining what is special in Stellenbosch town requires change. The town has grown significantly as a place of study, work, and tourism, while perhaps inadequately providing residential opportunity for all groups, and certainly lacking adequate provision of public transport and NMT options. Managing residential growth of the town, through providing more inclusive housing at higher densities than the norm, is vital. This can and must bring significant reductions in commuting by private vehicles to and within Stellenbosch town, and provide the preconditions for sustainable public transport and NMT to and within the town.

The most significant redevelopment opportunity within Stellenbosch town is the Adam Tas Corridor, stretching from the Droë Dyke and the Old Sawmill sites in the west along Adam Tas Road and the railway line, to Kayamandi, the R304, and Cloetesville in the north. Large industrial spaces – currently disused or to be vacated over time – exist here. Redevelopment offers the opportunity to accommodate many more residents within Stellenbosch town, without a negative impact on agricultural land, nature areas, historically significant precincts, or "choice" lower density residential areas. In many ways, the Adam Tas Corridor represents the key to protect and enhance what is special within Stellenbosch town, as well as the relationship between the town and surrounding nature and agricultural areas.

Conceptually, the Adam Tas Corridor is the focus of new town building, west of the old Stellenbosch town and central business district (CBD). The "seam" between the new and old districts comprises Die Braak and Rhenish complex, which can form the public heart of Stellenbosch town. The CBD or town centre in itself can be improved, focused on public space and increased pedestrianism. A recent focus on the installation of public art could be used as catalyst for further public space improvements

The inclusivity of infill housing opportunity – referring to the extent to which the housing provides for different income and demographic groups – whether as part of the Adam Tas Corridor or elsewhere within Stellenbosch town – is critical. Unless more opportunity is provided for both ordinary people working in Stellenbosch, and students, it will be difficult to impact on the number of people commuting to and from Stellenbosch town in private vehicles on a daily basis.

Further development of Stellenbosch town as a balanced, inclusive settlement, with sustainable public and NMT options available, will require significant partnership

between major institutions across sectors. For example, most of the Adam Tas Corridor is in private ownership, and a purely commercial approach to redevelopment of the land may not be in the best interest of the town. Further, it would appear that much of the traffic congestion in Stellenbosch town relate to the university, whether it is students commuting from other areas in the metropolitan areas, or students living within the town using cars for short trips.

A key prerequisite for implementation of the spatial proposals for Stellenbosch town is therefore establishing the institutional arrangements for joint planning and implementation towards common objectives, beyond those of individual institutional or corporate interests.

Of particular importance "to the applications at hand is the intention expressed in the IDP 2018/19 which reads as follows:

A number of strategies are being proposed to address some of the issues, namely:

- *significant densification of existing neighbourhoods located in proximity of major transport infrastructure and the Stellenbosch University;*
- *establishment of an urban restructuring zone along the Helshoogte/Banhoek Road corridor for the development of high-density residential accommodation together with relevant non-residential facilities;*
- *identification of the Dennesig area bounded by Adam Tas Road/R44, Merriman Avenue, Bird Street and Molteno Road as a primary densification and development intensification area for the establishment of blocks of flats according to a predetermined pattern on clustered erven with heights of up to 6 storeys subject to certain performance criteria mixed with non-residential facilities;*
- *permitting the use of open spaces for the establishment of markets in response to the LED Strategy;*
- *designation of heritage conservation areas and places; and*
- *accommodating the growth and development planning of the University of Stellenbosch inside the current urban area.*

SECTION C: THE AGUMENT FOR DENSIFICATION

From the above policy perspective, it is clear that the densification of urban areas will be required. Densification of urban areas beyond the core of the city is not an easy task but it is a challenge worth taking to fight against urban sprawl. City centres, which are usually already dense and mostly regenerated, are surrounded by transitional belts (sometimes called fringe areas) which have diverse urban functions with lower density, offering in principle good opportunities for densifying interventions towards the aim of compact city development. However, the task is not easy at all: physical interventions to achieve environmental benefits have high risks of negative social externalities; more-over they require substantial financial means in a period when the public sector suffers from the consequences of the financial crisis.

Density is one of the central issues in the debate about the urban future. The reason for that lies in the contradiction between the private and public interests in relation to the density of urban living: most actors (households, developers, businesses, etc.) strive to increase their individual, private benefits which, however, can only be satisfied at the expense of public interests. For example, most families prefer less dense urban forms, and their dreams result in sprawling suburbs which are very harmful from the perspective of sustainable urban development.

This contradiction between individual interests and their disastrous collective consequences is described as the 'Tragedy of the Commons' (Hardin, 1968). The problem lies in the fact that the gains (returns) and the costs are neither accrued to nor born by the same actors. Moreover, the gains are often abstract and lie in the future while the costs are concrete and fall due in the present. This is a big challenge of the future: how can the – in the long run – more sustainable forms of (compact) urban development get more accepted by households, against their own immediate preferences.

This challenge is further complicated by the fact that density is not the only aspect of sustainable urban development. Sustainability in a broader sense should mean a dynamic balance between economic, environmental and social considerations. Therefore, in the end it is not density in itself that is interesting, but the relationship between the economic, environmental and social outcomes produced by different density levels.

The Compact City

How the 'urban sprawl' can be defined? The most common definition which can be found in dictionaries and on the web claims that urban sprawl is the "unplanned, uncontrolled spreading of urban development into areas adjoining the edge of a city". The European Environmental Agency (EEA) defines the phenomenon of urban sprawl

as the "physical pattern of low-density expansion of large urban areas, under market conditions, mainly into the surrounding agricultural areas".

The Compact City Model becomes known as one of the solutions to face the problem of the rapid development of the decentralisation outwards of the cities. The compact form has been studied in the planning literature mostly during the last twenty years, to implement the sustainability within the urban environment. The European Commission and national governments in many Western Countries adopted in latest years' policies to promote the densification of the cities to reduce the pollution and the energy consumption (Breheny, 1995). In fact, the European Community and Agenda 21 encourage and require the high density development as a central principle for the growth of cities (De Roo, 2000).

The hypothesis of the Compact City is mainly based on the followings advocate qualities: - high-density development; - less car dependency; - improvement of the public transportation services and support for the walking and cycling; - mixed-use development and better access to services and facilities; - the preservation of green areas and the conservation of the countryside; - the regeneration of inner urban areas; - the efficient use of infrastructure. All of these aspects are considered the best efficient urban strategy from a sustainable planning development perspective for the social, economic and environmental dimensions, and they have to interact one with each other to increase the density from current levels. In fact, in recent years there has been a significant consensus that planning to get a denser urban form is the most proficient way to reduce energy consumption and pollution (Breheny, 1995)

The Compact City hypothesis promotes the social justice as a prerequisite to achieve urban sustainability, as it has been claimed at the Rio Summit in 1992. One of the arguments which supports the social equity is the possibility to have a better access to facilities and services in a compact urban development. In fact, the mixed-use and the high-density play an important role in favour of the disadvantaged: the grouping of different activities gives the possibility to people without a car to save money in travelling to stores out of town, or using more expensive local stores. Furthermore, the potential to reduce the distances between home and work permits to save time and money usually spent in commuting (Burton, 1999). The reduction of crime is mentioned as well as an argument in favour of the densification, and as "Jane Jacobs argued, the presence of 'eyes on the street' deters wrongdoing and promotes personal safety".

The debate on the Compact City Model raised up when the benefits expected from the implementation of compact policies did not happen as it was claimed. Empirical experiences in some cities in Britain demonstrated that after ten years since the intensification, no reduction of car used has been proved, and other problems showed up, like the increase of pollution in the city centres due to the higher density and traffic. "[..] there is an evidence which suggests that these claims are at the very least

romantic and dangerous, and do not reflect the hard reality of economic demands, environmental sustainability and social expectations" (Thomas & Cousins, 1996).

The critics on the Compact strategy point out the problem on the affordability of housing, claiming that the reduction of available land to build on will be better increase the prices of the dwellings for the citizens, rather than decreasing.

The breakthrough of the Compact City concept has been confirmed with the emission of the report "De compacte stad gewogen" (The Compact City Evaluated) in 1985, which motto was 'the city in the centre' (De Roo, 2004), and with the 'City Central' Structure Plan, that promoted the process of reversion of the de-urbanisation in favour of developing compact cities, and it was the first structure plan to deal with all policy areas in an integrated manner. The report describes the strategies and benefits of the compact hypothesis, as the traffic reduction, a better quality of life, the limitation of the sprawl and the improvement of the accessibility; although at the beginning the compact strategy has been used mostly with housing in order to abate income attrition (Faludi, 1992). Nevertheless, the compact city policies evolve rapidly and constantly in other sectors, such as economy and transports. The leading principles claimed by the report are: (De Roo, 1996) - to increase the city's population and limit the increase in use of urban space; - to emphasise city and landscape, build by adding to the existing structure; - to emphasise public transport and low traffic speeds in the city; - to strengthen spatial and functional cohesion; 30 Compact City and Densification Strategies The case of Gothenburg - to distribute facilities to limit necessary traffic and improve accessibility for inhabitants; - to utilise investments already made. These leading principles aim at the change in traffic patterns as a result of compact building, which should lead to a reduction in mobility.

SECTION D: URBAN DESIGN GUIDELINES

The Municipality received several land use applications for medium to high density residential developments within the Dennesig neighbourhood. These applications were submitted independently from each other, without due consideration of the overall/combined impacts of the developments on the neighbourhood. In the absence of a Transit Orientated Development Framework (TOD) and Densification Policy for the area, the municipality identified the need for an overarching study to assess and inform planned densification within the Dennesig neighbourhood.

The guidelines would be mainly informed by transport impact investigation and urban design proposals. The main objective for such a study would be to provide a non-statutory guideline document for the Municipality as a basis to firstly assess applications, and secondly to guide existing developers and future developers towards a coherent integrated development vision.

The purpose of this document is to set out the broad development guidelines for all the current and future development applications in order to ensure an integrated and holistic approach towards development in the neighbourhood.

The primary study area for the Dennesig Neighbourhood Design Guideline (DNDG) is located between Merriman Avenue, Bird Street, Molteno Road and Adam Tas Road. The locality is specifically relevant and important in terms of its location relative to the Stellenbosch University (SU) and the central business district (CBD) of the town. The area is a built up environment, consisting of predominantly residential uses. Dennesig is a relatively small neighbourhood (200m radius) and only within 500m walking distance to the SU. The St Nicholas Catholic Church (hereafter the Catholic Church) is also located in the Dennesig neighbourhood and is regarded as an important landmark and place making element within this context.

The Dennesig neighbourhood is a built up area consisting predominantly of residential uses. In recent years, the market has responded to the high demand for student housing within Stellenbosch. Several existing high density residential developments are located within the primary study area.

The 2018/19 IDP stated clearly that future growth, expansion and innovation cannot be allowed to unfold in haphazard ways as this is likely to result in expensive outward low density sprawl and the related destruction of valuable ecosystem and agricultural resources. The following two strategies are being proposed in terms of the IDP:

- "Significant densification of existing neighbourhoods located in proximity of major transport infrastructure and the SU; and

- Identification of the Dennesig area bounded by Adam Tas Road/R44, Merriman Avenue, Bird Street and Molteno Road as a primary densification and development intensification area for the establishment of blocks of flats according to a predetermined pattern on clustered erven with heights of up to 6 storeys, subject to certain performance criteria mixed with non-residential facilities."

Following the assessment of the IDP above, this department concurs with the DNDG that it can be concluded that the implications for this study are:

- The Dennesig neighbourhood has been identified as a primary densification area.
- Densification is one of the primary 'tools' to address student accommodation shortages, increasing demand for housing for young professionals and families, and the need to find innovative solutions to discourage private vehicular usage.
- Development of the study area will contribute towards the principle of urban growth containment and the release of pressures within the urban fringes.

Furthermore, the area is located in or adjacent the catalytic project for the development of the Adam Tas Corridor contained in the 2019/2020 IDP and MSDF.

This department is therefore satisfied that Dennesig neighbourhood is appropriately located for an area that can be redeveloped into a compact neighbourhood to address the various urban challenges contained in the IDP and MSDF.

The Purpose of the document

The primary role of this report is to record a set of design principles in an attempt to find the balance between compact and vibrant urban environments and the pragmatic demands of the context and what is feasible to aid development.

The purpose of this document is to:

- Develop a spatial set of principles and a rationale for the way in which the neighbourhood could transform over time;
- As a tool to negotiate and guide the various actors in the development process as the various proposals are processed by the Municipality, property owners, their professional teams and development partners that responds to the generally accepted urban design principles;
- And, to be used as a tool for the authorities to measure the development proposals.

Design Principles

The design principles that are seen as necessary to support a healthy, safe and sustainable environment are described below:

- A pedestrian focussed environment.
- A safe activated public realm.
- Vibrant mixed use opportunities
- A sustainable lifestyle community.
- Multiplicity in scale.
- A contemporary architectural approach.

Proposed Neighbourhood Spatial Structure

The primary spatial structure is focused on establishing a pedestrian oriented movement system that supplements the larger superblock vehicular movement system.

(a) Entrench and expand the existing Catholic church werf as the heart of the neighbourhood.
(b) Limit vehicular movement through Hoffman Street between Dennesig and Paul Kruger streets to prevent rat-runs.
(c) Convert Dennesig street into a pedestrian oriented Woonerf street where kerbs are removed from the road reserve to create a single plane on which both people and vehicles move. Vehicles are slowed through creating an indirect route. Maximise the opportunity to create interactive edges along both sides of the street that include building entrances and public uses.
(d) Create a pedestrian link between Dennesig Street and Merriman Street and establish a new mixed-use development and an urban park on the existing green space. Establish a focal point on the intersection of Adam Tas and Merriman Street.
(e) To create and urban room along Bird Street, pinch the urban form at the intersections of Merriman Street and Birds Street. Populate the urban room with equipment that supports the occupation of this space by people.
(f) Create a raised pedestrian crossing where Dennesig and Banghoek streets intersect with Bird to ease the movement of pedestrians across it.

The existing St. Nicholas Catholic church complex is a remnant of a larger precinct that was subdivided over time and is a prominent spatial feature in Dennesig (the heart of the Dennesig). The space is imagined to be established as the heart of the neighbourhood with its hierarchy entrenched through raising it onto a platform. Various specific proposals were made to recognise and preserve/complement this significant historical landmark.

It is thus proposed to expand and elevate the werf around the Church onto a platform. This expansion of the werf will then be the start of the woonerf along Paul Kruger Street. This woonerf will also act as a traffic calming mechanism and prioritise pedestrian movement in the vicinity of the church. To emphasise the Church even more, it is proposed to "pinch" the road at the start of the Church werf and change the road direction of the road to a one directional road in the westward direction.

To promote non-motorised transport as well as an attempt to reduce vehicle usage in the Dennesig area, a woonerf is proposed along Dennesig Road (between Bird and Hofman Streets), along Hofman Street (between Paul Kruger and Dennesig Roads) and Paul Kruger Street in front of the church. A woonerf can be defined as a "living" street which shares space between all transport modes but especially pedestrians and vehicles. It also introduces a slow vehicular speed environment to increase pedestrian and cycling activities.

A similar woonerf is proposed along Hofman Road. This woonerf will limit vehicular movement through Hoffman Street between Dennesig and Paul Kruger Street in an attempt to reduce through traffic and especially the current rat-run. This will also promote pedestrian movement towards the Krom River.

The most prominent woonerf is proposed along Dennesig Road where the street is to be converted into a pedestrian corridor for the people to use when walking or cycling to the Stellenbosch CBD or the University. To allow for larger NMT and PT facilities it is proposed to change the direction of the road to a one-way also in the westbound direction.

It is furthermore proposed to extend the pedestrian corridor of Dennesig Road over Bird Street by means of a raised pedestrian crossing, to prioritise NMT movement across Bird Street. The cross-section of Bird Street will therefore also change to implement a pedestrian hub along Bird Street, pinch the road allowing for a shorter crossing distance for pedestrians and to accommodate cyclists. The SM recommends the following cross sections to accommodate cyclists. This recommended cross-section was used as a guide to develop the cross-section recommended for Bird Street.

Fundamental to the development strategy for the neighbourhood it to create a perimeter block model. The building typology requires buildings to be built to the site boundary edge which has the primary advantage of providing enclosure to streets and makes layering possible between public frontage and private courtyards. This ensures that they address the public realm with a high degree of legibility. Positive and active fronts help to minimise unsupervised and unsafe communal spaces and access routes. Successful **perimeter blocks** have two key characteristics: **public fronts** – that form a strong outward (or public facing) edge and **private backs** – that form an

inward (semi-public and/or exclusively private) edge. Fragmented or broken perimeter blocks are easy to spot by the lack of building fronts facing onto and engaging the street, often lacking surveillance opportunities making backs vulnerable to intrusion.

A typical perimeter block street interface section would need to comply to a set of principles that guides the perimeter block morphology. These are expressed by a series of datum lines that tie individual buildings together into an orchestrated whole. The articulation of the 4-storey interface for the podium buildings along Paul Kruger must mitigate its height through the establishment of setbacks at fourth storey level in the form of a pulvinar. This is conceived as a generous public balcony that overlooks the werf.

A critical interface to ensuring the success of the intentions of these guidelines is the difficult relationship between residential units and the street. The expectation is that architects give this interface special attention so as not to erode the intent of creating positive interactive spaces without compromising a sense of security. Carefully manage the interface between residential units on the ground floor and the street. Employ depth, screens and planting layers to articulate layers of privacy.

A significant risk to the neighbourhood is that the radical transformation of this neighbourhood would result in mono-functional and sterile environments. These risks include that market-driven development would exclude diversity through solely targeting high income brackets or student populations. Both these markets seem readily available. With its strong identity and growing demand for students to be resident in the town, there is a risk of the neighbourhood to be transformed either into an exclusively rich neighbourhood or a moribund place during the two-month vacation period at the end of the year. The ambition of this report is to promote a sense of diversity in both use and income levels throughout the neighbourhood. In the absence of an inclusionary housing policy, this report promotes the following sets of principles to promote a healthy neighbourhood eco-system:

(a) Diverse forms of tenure

That models for housing promote a diverse spectrum of tenure that may include accessing diverse financial models to achieve these outcomes. This may include the need for the Municipality to establish policies to assist property owners access a diverse set of tools to promote hybrid tenure models. These may include rental models, lease-to-purchase and owner-occupied/sectional title units.

(b) Diverse unit sizes

While consolidating single residential erven may benefit the ability to densify, targeting narrow markets runs the risk of a narrowly defined resident community. To counter this risk this report promotes diverse unit sizes that could accommodate both differences in family size and income levels.

(c) **Diverse uses**
A strong spatial structure needs to be supplemented by supporting uses. We promote the idea of mixed-use developments across the neighbourhood with appropriate diversity of uses that relates to its role in the spatial structure.

(d) **Diverse income levels**
In the absence of an inclusionary housing policy, developers are encouraged to target a range of income levels. This report also calls for the municipal owned land, including the existing municipal parking lot and open space be considered for a mixed-use, mixed-income scheme as promoted by the Provincial Government's Better Living Model. These sites could accommodate a mix of subsidized housing [social and FLIPS housing] alongside mixed-use market related housing targeting the low-end and "Gap" markets.

Although the TOD principles suggest that people would reduce their private vehicle usage by choice, this realisation will only happen over time. The transition period between the "business as usual" and full TOD has to accept that people will still own cars. However, the intention is to reduce the usage of the car during peak periods. It can therefore be expected that residents will still need parking to use their cars over weekends and holiday periods. If parking is insufficiently provided initially, parking of vehicles can spill over into the public streets which can conflict with the objectives of creating a pedestrian-friendly environment.

All streets will accommodate on-street parking where possible for mainly visitors to the area as well as for delivery and refuge vehicles. All development parking must still be situated on the erf. However, it is proposed to change the parking requirements from a minimum to a maximum number of parking bays. On the other hand, a minimum number of motorbike and bicycle bays are recommended to discourage private vehicle usage and also coincide with the TOD objective of the Dennesig area.

Key to the development is the implementation of the changes and upgrades to the public realm and infrastructure. The required costs to upgrade the road network is calculated at approximately R16 million and is unlikely to be funded by individual developers due the quantum of each individual contribution. There are various options being considered to collect DCs and implement infrastructure.

The preferred option is to create a Masters Home Owner's Association (MHOA) that will act as a vehicle to enter into service agreements with the Municipality for the implementation of upgrades. The process is outlined as follows:

(a) A Memorandum of Agreement must be concluded between the "Dennesig Developers" in which they undertake to establish a Master Home Owners Association "MHOA" as a vehicle to implement the relevant items of the

Dennesig Transport Master Plan, and to adhere with the responsibilities regarding the payment of DCs into a trust account,

(b) The Municipality must approve the conceptual Memorandum of Agreement.

(c) This Agreement must be concluded and signed by all parties before the Municipality will approve any building plans of the "Dennesig Developers".

(d) The MHOA must set up a trust account held by an attorney firm into which the DCs of the individual developments will be paid. The trust account will be an interest bearing account, which interest will be for the benefit of the municipality;

(e) The DCs of any one of the "Dennesig Developers" requesting building plan approval, must be paid into the trust account before the building plans will be approved;

(f) Each building plan submission must be accompanied by an updated schedule from the Consulting Engineer appointed by the MHOA, indicating the number of units so far approved versus the thresholds in terms of units developed that will trigger project implementation. This schedule needs to identify if the current building plan submission triggers the implementation of one or more of the projects identified in the transport master plan;

(g) Should a project/s be triggered, an Engineering Services Agreement (ESA) for the implementation of that project must be concluded between the MHOA and the Municipality. The ESA must be concluded before building plans can be approved;

(h) The projects as per the ESA must then be completed and certified as complete by the Municipality, before further clearance certificates (i.e. occupation certificates) for the development will be issued;

This department concurs with the Urban Design Guidelines and Traffic Guidelines and recommendations that stems from these reports.

The Dennesig area is located within an are identified for a future Transport Orientated Development (TOD) and is well located with respect to the Adam Tas Corridor. In order to achieve the vision for a compact, liveable city where private vehicle ownership is discouraged and an integrated, mixed use and vibrant environment with an emphasis on a safe, quality public environment, a departure from the normal development parameters will be required. The development guidelines make provision for a public environment substantially different from the existing urban form where the use of the street will be broadened to include people rather than private vehicles. International president has proved that the use of public streets as public places generally improves security, social integration and liveability.

It can be expected that there will be opposition to change from the public. However, in order to create the environment envisaged by the MSDF and Urban Design Guidelines, difficult decisions will be required. Critical to the success of the envisaged development is the creation of a Masters Home Owners Association that will be tasked, together with the municipality for the implementation of the infrastructure

proposals to develop the "woonerf" proposal and public transport to add substantial value to the public realm. Should this be done successfully, the redevelopment of Dennesig can perhaps serve as an example for future similar developments.

SECTION E: EVAULATION OF APPLICATIONS

The evaluation of the separate development proposals, as revised, are discussed below.

1. Erf 184

Applicant:	ARCH Town Planners
Zoning required:	Specific Business
GLA retail component: 86m²	zero m Dennesig Street (floor 1-4) Zero m and 1,7 m partially
Coverage:	76%
Total number of units:	50
Total GLA retail:	86m²
Number of floors:	5
Building lines:	
Parking provided:	56 plus 13 tandem bays 12 motor cycles 67 bicycles
Bicycle/motorbike parking provided:	
Adherence to urban design guidelines:	Yes

The development will entail the construction of a five-storey building, which will provide a total of 50 residential units ranging in size from 30m2 (studio apartments), ±40m² (1-bedroom units), ±60m2 (2-bedroom unit) up to ±80m2 (3-bedroom units). The ground floor of the building will include a small business (retail) area with a floor space of 86m2. A total of 56 vehicle parking bays (which excludes an additional 13 tandem bays) will be provided in a secure and discrete parking area, as well as secure, lockable storage for at least 50 bicycles and 12 motorcycles. The parking area will be shielded from the street interfaces and will be situated in a basement and on ground floor. No parking will be visible from the street and from the perspective of pedestrians passing in front of the building via both Hofman and Dennesig Road. Amended Application: Erf 184 situated at 22 Dennesig Road Stellenbosch Page 4

A parking basement providing 69 parking bays with an additional 13 tandem bays, 12 bays for motor cycles and 67 bays for bicycles. Parking will be accessed from two vehicular access points, one access point from Hofman Road, towards the basement and one from Dennesig Road towards the ground floor parking area. Pedestrian will access the building from Hofman Road.

The development will feature a small retail area of 86m². The intention of this space is to allow for a business that would directly cater to the everyday demands

of urban residents within the immediate vicinity. The retail section on the corner of Hofman and Dennesig roads is in line with the Urban Design study which emphasise the importance to activate this street frontage to create a safe and secure environment.

The residential component of the proposed development comprises a mix of unit typologies and sizes to accommodate a wider income group and differing family compositions. The provision of a mix of units provides the basis for accommodation that has the potential to integrate diverse residents, rather than contributing towards the growing trend whereby students live in segregated neighbourhoods that are isolated from other residents of the Stellenbosch community. The majority of the units 40m² and more, with almost half of the total number of units being 2x and 3x bedrooms larger than 60m². The larger unit sizes are designed to specifically target young professionals so as to avoid a single tenancy within the area. The focus upon 2/3 bed unit mix likewise seeks to inject much needed activity into the area during the typically vacant student holiday months

In following the Urban Design Guidelines development will provide for an integrated living environment. The plans propose a space to be provided on the first floor of the building, which will be made available to all residents for recreational and relaxation purposes. In addition, there are also plans for a lush, green courtyard on the roof of the 4th floor, which will be thoroughly landscaped and visible to all units.

The revised application responded positively to the Urban Design Guidelines by actively promoting active street 'Woonerfs' via interactive street edges. The proposed development conforms to these ideals by providing active built edges at Street Level and through extending the pavement up to building edge. The building façade has been designed to interface directly with the building at street level, eliminating the need for boundary walls and effectively widening the pavement as much as possible.

All levels above the ground floor are created with large balcony expanses to promote living onto the urban realm and promote the concept of 'eyes on the street' which contribute to safer urban environments

The Penthouse level (5th storey) is set back from the building edge below and articulated as a lightweight structure perched at the top. This is deliberately set up to recede from view of the street and the wrap-around balconies create the potential for active edges.

The amended application is therefore **SUPPORTED** from a spatial planning perspective.

2. Dennesig Court: Erven 143-145 and erven 166-170

Applicant:		Urban Dynamics Western Cape
Zoning requested:		Specific Business
Total number of units:		508 (538 rooms)
Total GLA retail:		475m²
Coverage:		58% for flats above ground floor
Number of floors:		6
Building lines:	Ground floor:	0 m for Basement 1,9 m Dennesig Street 1,9 m Paul Kruger Street 3,2 and 2,4 respectively Erf 146
	1st-3rd floor:	0 m for street building line
	4, 5th floor	1,9 Street building lines
Parking provided:		410 motor vehicles
Bicycle/motorbike parking provided:		96 Motor bikes 604 Bicycles
Adherence to urban design guidelines:		Yes

The development of Dennesig Court takes place on 8 erven to be consolidated. The consolidated erf measures 8 363m². The development consists of a 6 storey block of flats and a basement earmarked for parking. On the ground floor a retail proponent of 475m² is provided to activate the corner of Dennesig and Hofman Streets. The building is configured around two green court yard that provides recreational space and includes a swimming pool, mini-sports field and multi-purpose hall of 548m².

The first storeys have a setback of 1,9 meter form the erf boundary to provide for a landscaped area in order to ensure security on street level. The 2nd to 4th floors adheres to the build-to line of zero meter 5th and 6th storeys have a set-back of 1,9 meters to mitigate the height of the building. The set-back line is aligned with the Urban Design Guidelines and contribute to the 5th and 6th floors to less visible form the street view. A 6th storey will only be erected on the southern side of the property next to Dennesig Street while only 5 floors in total will be erected on the Paul Kruger side of the property.

A basement with parking as indicated above obtains access from Dennesig Street. The total number of parking bays provided in the basement is 410 while 96 bays are for motorbikes and 604 bicycle bays will be provided. The proposed development adheres to the parking ratios proposed by the DNDG. A

Memorandum of Undertaking (MOU) will be signed by the developers, which include the condition for the provision of a student shuttle service.

The edge treatment adheres to the Urban Design Guidelines to manage the interface between the residential units on ground floor and the public space. Ground floor units are set back ±1.9m from the street. A private landscaped garden along the property boundary will mitigate potential interface impacts.

The main pedestrian entrance is located on Dennesig Road. Retail use is also located along a portion of Dennesig Road (i.e. on the corner of Dennesig and Hofman Roads). Pedestrian entrances to the proposed development are located on Dennesig and Hofman Roads (both off the 'Woonerf'). Retail use is proposed on the corner of Dennesig and Hofman Roads.

The development is aimed at student accommodation and makes provision for 508 units with 538 rooms.

Overall the redesign of the building is aligned with the Urban Design Guidelines. Although it is aimed at student accommodation it also includes a retail component on ground floor in an appropriate position which will contribute to the activation of the ground floor.

The building is located next to the Den 2 and although it is a tall building the height will be mitigated in the context of the street and will fit in with the perimeter block model advocated by the Urban Design Guidelines.

The department therefor **SUPPORTS** the application in its revised format.

3. The Den 2: Erven 141, 142, 163 – 165

Applicant:	Dennis Moss Partnership
Zoning requested:	General Residential
Total number of units:	176 units (91 x 2-bedroom, 85 x 1 bedroom/bachelor units)
Floor factor :	1.6m²
Coverage:	79,4%
Number of floors:	5 (5th floor set back)
Building lines:	Street: 0m Lateral: against erf 143 – 4,6 m Lateral: all other – 0 m
Parking provided:	176 in lieu of 204
Bicycle/motorbike parking provided:	176 and 44
Access	Paul Kruger & Dennesig Streets
Adherence to urban design guidelines:	Yes

The development of The Den 2 takes place on 5 erven to be consolidated. The consolidated erf measures 5 218m². The development consists of a 5 storey block of flats of which the 5th floor is set back in line with the urban design guidelines. The building is configured around a green courtyard that provides recreational space and includes a swimming pool. The units on the 5th floor faces inwards to court yard.

The first 4 storeys of the building adheres to the build-to line of zero meter on street level while the 5th storey has a set-back of 7,6 meter. The set-back line is aligned with the Urban Design Guidelines and contribute to the 5th floor receding from view.

A semi-basement with parking as indicated above gets access from Paul Kruger and Dennesig Streets. Over and above the 176 parking bays provided, 176 bicycle parking and 44 motor bike parking are also provided for in lieu of the under provision of parking 28 parking bays.

The edge treatment adheres to the Urban Design Guidelines to manage the interface between the residential units on ground floor and the public space.

Overall the redesign of the building is aligned with the Urban Design Guidelines, will provide an option of residential units and will contribute to the public realm.

The Den 2 is located adjacent to the Den 1 which is a 4 storey building and complements the existing building in height and architectural design.

Unfortunately, the Den 1 was erected before the urban design guidelines were drafted and therefor has a street building line setback.

An application for the development to a 6 storey building adjacent and to the east of The Den 2 will result in a continuous building façade creating the perimeter block preferred in the Urban Design Guidelines.

The department therefor **SUPPORTS** the application in its revised format.

4. The Edge: Erf 139, 140

Applicant:	ARCH Town Planners	
Zoning requested:	General Residential	
Coverage:	60	%
Floor Factor:	1,6	
Total number of units:	66	
Total GLA retail:	m²	
Number of floors:	5	
Building lines:	1,1 m Ground floor Paul Kruger Street 0 m floors 1-3 Paul Kruger Street 0 m Common building line Erf 141 4,2 m Common building line Erf 16399	
Parking provided:	77 bays (11 tandem)	
Bicycle/motorbike parking provided:	66 bicycles	
Adherence to urban design guidelines:	Yes	

The proposed development entails the consolidation of Erven 139 and 140 to allow for the development of a block of flats, comprising 66 units. The consolidated property will measure 1 724m² in total.

All the units will be larger than 30m² and almost half the units will be more than 42m². The amended proposal also includes 23 in an attempt to expand the target market to include not only students but also young professionals and small families.

Parking is provided in a semi-basement and on the ground floor with 4 floors of residential units above. A total number of 50 parking bays are provided in the basement of which 11 are tandem. On ground level another 27 parking s bays are provided while 66 bays for bicycles are catered for on this level. Vehicle access is obtained from a ramp in Paul Kruger street.

The ground floor parking is shielded from the street interface by the ground floor residential units. In order to soften the visual impact, the proposed building will comprise of two sections, a 4-storey section facing onto Paul Kruger Road with the 5-storey section set back from the road, positioned at the rear of the property.

There will be 6 residential units situated on the ground floor which will shield the parking from the street interface. The ground floor units will be set back from Paul Kruger street to create private outdoor areas and to help activate the street interface. These areas will be landscaped to create a visual pleasing interface between the public and private realm. The height of the ground floor units has

been increased to 4m to comply to the design guidelines as set out in the Urban Design Guideline Report.

The first, second and third floors have been pushed out onto the street boundary to comply to the build-to line of the design guidelines.

Only the rear section of the building will have a 5th storey which will be setback considerably from the Paul Kruger Road Street boundary. A Rooftop Braai Area is proposed on this level which will offer beautiful views over the town and towards the mountains.

The development will include a sufficient amount of high-quality communal outdoor space, in the form of rooftop terraces on the fourth storey. Approximately 715m2 of communal open space will be provided, which accounts for more than 41% of the total consolidated erf size.

In context of the perimeter block model proposed by the Design Guidelines the form and bulk of the building relates positively with the adjacent buildings and its interface with the street. The building adheres to the require the building to extend to a "build-to" line, which corresponds with the street boundary line to obtain a continuous street facade.

The ground floor was set back, in order to create outside living spaces overlooking the street, in line with the guidelines. To achieve privacy for residents on the ground floor, the floor and stoep level was raised, in line with the guidelines for dealing with the semi-basement. The resulting grade separation and low street boundary / balcony wall allow for a positive transition from the public street to the private residential units.

The revised application responded positively to the Urban Design Guidelines and fits well within the context of existing and proposed new buildings.

The application is therefore **SUPPORTED**.

I trust that the above information will enable you to finalise the report to the MPT.

BJG DE LA BAT
MANAGER SPATIAL PLLANNING

MEMO

DIRECTORATE: INFRASTRUCTURE SERVICES
DIREKTORAAT: INFRASTRUKTUURDIENSTE

TO	:	**The Director: Planning and Development**
FOR ATTENTION	:	**Robert Fooy**
FROM	:	**Manager: Development (Infrastructure Services)**
DATE	:	**27 November 2019**
RE.	:	**Erven 143 – 145 & 166 -170, Paul Kruger/Dennesig Streets, Stellenbosch: development of 508 flats and 488m^2 GLA retail**
YOUR REF	:	**LU/8676**
OUR REF	:	**CIVIL LU 1748**

Details, specifications and information reflected in the following documents refer:

- The revised land use application dated 14 June 2018 by Urban Dynamics South Cape, dated 7 November 2019;
- Site Plan No. AAZZ 01 AR 0001/CS rev H, by Boogertman Partners;
- Dennesig Densification Area Transport Impact Assessment dated November 2019 (Final Version 2) by ITS;
- Report on Civil Engineering Services, by Lyners, dated 17 September 2018 (Ref 18109B/COR/CK/ck/01;

These comments and conditions are based on the following proposed development parameters:

- Total flat units: 508 No.
- Total GLA retail: 488 m^2

Any development beyond these parameters would require a further approval and/or a recalculation of the Development Charges from this Directorate.

Erven 143 – 145 & 166 -170, Paul Kruger/Dennesig Streets, Stellenbosch: development of 508 flats and 488m² GLA retail

This document consists of the following sections:

A. Definitions

B. Recommendation to decision making authority

C. Specific conditions of approval: These conditions must be complied with before clearance certificate, building plan or occupation certificate approval; whichever is applicable to the development in question.

D. General conditions of approval: These conditions must be adhered to during implementation of the development to ensure responsible development takes place. If there is a contradiction between the specific and general conditions, the specific conditions will prevail:

A. Definitions

1. that the following words and expressions referred to in the development conditions, shall have the meanings hereby assigned to except where the context otherwise requires:

   (a) *"Municipality"* means the STELLENBOSCH MUNICIPALITY, a Local Authority, duly established in terms of section 9 of the Local Government Municipal Structures act, Act 117 of 1998 and Provincial Notice (489/200), establishment of the Stellenbosch Municipality (WC024) promulgated in Provincial Gazette no. 5590 of 22 September 2000, as amended by Provincial Notice 675/2000 promulgated in Provincial Gazette;

   (b) *"Developer"* means the developer and or applicant who applies for certain development rights by means of the above-mentioned land-use application and or his successor-in-title who wish to obtain development rights at any stage of the proposed development;

   (c) *"Engineer"* means an engineer employed by the *"Municipality"* or any person appointed by the "*Municipality*" from time to time, representing the Directorate: Infrastructure Services, to perform the duties envisaged in terms of this land-use approval;

   (d) *"Dennesig Developers"* means the entities on behalf of which the applications are submitted (i.e. landowner) or their successors in title, and will include all applications within the Dennesig Neighbourhood Area, bordered by Adam Tas Road, Molteno Road, Bird Street and Merriman Avenue. The *"Dennesig Developers"* currently consists of the following developments:

Erven 143 – 145 & 166 -170, Paul Kruger/Dennesig Streets, Stellenbosch: development of 508 flats and 488m² GLA retail

Development	Property No	Entity on behalf the application was submitted (i.e. landowner)
Dennesig 1	Erven 143 – 145 & 166 – 170 Stellenbosch	Buffshelfco 54 Pty Ltd
The Edge	Erven 139 & 140 Stellenbosch	Cabzis (Pty) Ltd
The Den 2	Erven 141 – 142 & 163 – 165 Stellenbosch	Scandals African Footwear CC Joz Investments Trust Daniel Jacobus & Sara Da Luz Winterbach Saper Investments (Pty) Ltd. Ingrid Kirsten Blumer & Christopher Vernon Swart
Abacus	Erf 184 Stellenbosch	Dennesig Properties (Pty) Ltd

(e) *"Master Home Owner's Association (MHOA)"* means the Master Homeowners Association that shall be established by the "*Dennesig Developers*".

B. <u>Recommendation:</u>

2. Despite the considerable investment in the creation of housing opportunities through numerous government programmes, there is still a significant housing need across the country and indeed in Stellenbosch. Many of the government subsidised housing opportunities have been developed on cheaper land parcels, mainly outside of the urban core, further exacerbating apartheid spatial divides. This has placed significant strain on the lower- and middle-income residents who find it increasingly difficult to purchase or rent affordable, well-located properties in Stellenbosch. We have current and future housing backlog, half of which are for middle and upper-income households. As the population has grown, the release of land for development and housing has not kept pace. Housing has become so expensive that many of those who work in the Stellenbosch municipal area commute from outside this area and for these and others, the most basic shelter – even of a temporary nature – within this municipal domain remains an unattainable dream. It is recognised that housing challenges cannot be addressed by the public sector alone and the development of the Dennesig Precinct presents an ideal opportunity for private sector (in partnership with the municipality) to extend its role in catering to an affordable housing market. This is why part of the scope of works for the urban design study done was to indicate how these developments propose to respond to the need for affordable housing for young families in the broader Stellenbosch area. None of the current applications indicate that there will be specifically catered for affordable units and

we advise the decision making authority to take cognisance of this when making their final decision and setting approval conditions.

3. From and engineering services perspective, the development is recommended for approval, subject to the conditions as stated below.

C. Specific condition of approval

4. **that the following upgrades are required to accommodate the development:**

a. **Stellenbosch WWTW (Waste Water Treatment Works):** The proposed development falls within the catchment area of the existing Stellenbosch WWTW (Waste Water Treatment Works). There is sufficient capacity at the WWTW for the proposed development.

b. **Water Network:** There is sufficient capacity in the bulk water network to accommodate the proposed development. Any network upgrades will be identified when engineering drawings/building plans are submitted for approval. The Municipality may request a capacity analysis report at that stage which will be for the Developer's cost. Any network upgrades required will be the Developer's responsibility and for their cost.

c. **Sewer Network:** There is sufficient capacity in the bulk sewer network to accommodate the proposed development. Any network upgrades will be identified when engineering drawings are submitted for approval. The Municipality may request a capacity analysis report at that stage which will be for the Developer's cost. Any network upgrades required will be the Developer's responsibility and for their cost.

d. **Roads Network:** A Transport Master Plan (TMP) (see **Annexure A**) has been approved as part of the Dennesig Densification Area Transport Impact Assessment and indicate the prioritization of transport projects to be implemented. This TMP (as amended) will be used as a guideline for the implementation of the identified projects, in parallel with the development of the Dennesig Precint. Fourteen transport items have been listed to be implemented by the Dennesig developers over time. The focus of the TMP is to improve pedestrian and cycling facilities and activity in an attempt to reduce private car usage over time. The TMP prioritises these transport projects to guide the implementation of the full TMP. It also states the threshold in

number of units developed, at which point each of the upgrade items will be triggered. The goal of the Municipality as well as the Developers is to implement as many of the projects listed as soon as possible to create a holistic pedestrianized environment that will be connected to the external Non Motorized Transport (NMT) network of the Municipality. The items as per the TMP must be implemented in a phased approach. The Masters Home Owner's Association (MHOA) will act as a vehicle to enter into service agreements with the Municipality for the implementation of upgrades. The process is outlined as follows:

i. A Memorandum of Agreement must be concluded between the "Dennesig Developers" in which they undertake to establish a Master Home Owners Association "MHOA" as a vehicle to implement the relevant items of the Dennesig Transport Master Plan, and to adhere with the responsibilities regarding the payment of DCs into a trust account,
ii. The Municipality must approve the conceptual Memorandum of Agreement.
iii. This Agreement must be concluded and signed by all parties before the Municipality will approve any building plans of the "Dennesig Developers".
iv. The MHOA must set up a trust account held by an attorney firm into which the DCs of the individual developments will be paid. The trust account will be an interest bearing account, which interest will be for the benefit of the municipality;
v. The DCs of any one of the "Dennesig Developers" requesting building plan approval, must be paid into the trust account before the building plans will be approved;
vi. Each building plan submission must be accompanied by an updated schedule from the Consulting Engineer appointed by the MHOA, indicating the number of units so far approved versus the thresholds in terms of units developed that will trigger project implementation. This schedule needs to identify if the current building plan submission triggers the implementation of one or more of the projects identified in the transport master plan;
vii. Should a project/s be triggered, an Engineering Services Agreement (ESA) for the implementation of that project must be concluded between the MHOA and the Municipality. The ESA must be concluded before building plans can be approved;
viii. The projects as per the ESA must then be completed and certified as complete by the Municipality, before further clearance certificates (i.e. occupation certificates) for the development will be issued;

ix. The trust fund will be terminated once all projects identified in the Transport Masterplan have been implemented. Any balance of paid DCs with interest earned thereon will be paid back to the Municipality;

x. The Municipality reserves the right to give instruction to the Attorney firm in which trust account the DC's was paid that the DCs within the trust fund be paid over to the Municipality at any point, should the Municipality wish to do any infrastructure upgrades themselves.

e. **Shuttle Service:**

i. Shuttle Service: A shuttle service must be provided, operated and maintained by MHOA or a service provider approved by the Municipality;

ii. The funding and management of this service must be stipulated in the Memorandum of Agreement between "The Dennesig Developers";

iii. The threshold for providing a shuttle service must be agreed and stipulated in the MOA;

iv. The shuttle service shall be managed and operated by the MHOA and can only be terminated with mutual agreement of the Stellenbosch Municipality;

v. The shuttle service route must be approved by the Stellenbosch Municipality

f. **Comments and conditions from Senior Manager: Roads, Transport, Stormwater & Traffic Engineering, Mr Johan Fullard:** Dennesig Densification Area, Traffic Impact Assessment by ITS (November 2019), is herewith supported, with the following conditions being applicable:

The Dennesig precinct falls within the Adam Tas Corridor (ATC) which comprises an area of approx. 300Ha. Within the ATC area, the principals of Transit-Oriented Development (TOD) is promoted, these principals encourage walking, cycling use of public transport with the aim to reduce the amount of private vehicles.

Chapter 6 of the SDF, highlights strategies such as the provision of remote parking facilities and the management the private vehicle demand. Other Municipal strategies (contained, both in the CITP and SDF) includes the, promotion of Non-Motorized Transport (NMT), promotion of Public Transport and the reducing the usage of Motor Vehicles.

The Dennesig Development promotes both NMT, and Public Transport by providing adequate facilities for NMT and by providing a scheduled Public Transport Service.

In support of the municipal strategies, i.e: provision of remote parking facilities, management the private vehicle demand, promotion of NMT and Public Transport, reductions to the zoning scheme off-street parking requirements may be considered.

Where individual developments have reduced their off street-parking provision, and the parking is not in line with the current zoning scheme, the following will be applicable:

i. The standard Stellenbosch Municipal practice, currently in place, allows for the reduced parking provision (between the approved zoning scheme and the number of bays provided) to be accommodated, by the payment of a municipal approved Parking Development Contribution (Parking DC) tariff.
ii. Guidelines for allowable reductions to off-street parking are set out in the above mentioned TIA, these reductions relate to off-street parking requirements that are similar to the City of Cape Town's Public Transport (PT1) zone, which has shared characteristics to the municipality's envisaged ATC.
iii. Funding from the Parking DC's will be set aside for, remote municipal parking facilities and the introduction of a municipal public transport services.

g. **Stormwater Network:**

i. that the consulting engineer, appointed by the "*Developer*", analyses the existing stormwater systems and determine the expected stormwater run-off for the proposed development, for both the minor and the major storm event. Should the existing municipal stormwater system not be able to accommodate the expected stormwater run-off, the difference between the pre- and post-development stormwater run-off must be accommodated on site, or the existing system must be upgraded to the required capacity at the cost of the "*Developer*" and to the standards and satisfaction of the

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Directorate: Infrastructure Services. The aforementioned stormwater analysis is to be submitted concurrent with the detail services plans;

ii. that in the case of a sectional title development, the internal stormwater layout be indicated on the necessary building plans to be submitted for approval.

iii. that no overland discharge of stormwater will be allowed into a public road for erven with catchment areas of more than 1500m² and for which it is agreed that no detention facilities are required. The *"Developer"* needs to connect to the nearest piped municipal stormwater system with a stormwater erf connection which may not exceed a diameter of 300mm.

h. **Solid Waste:**

i. For large spoil volumes from excavations, to be generated during the construction of this development, will not be accepted at the Stellenbosch landfill site. The Developer will have to indicate and provide evidence of safe re-use or proper disposal at an alternative, licensed facility. This evidence must be presented to the Manager: Solid Waste (Mr Saliem Haider; 021 808 8241; saliem.haider@stellenbosch.gov.za), before building plan approval and before implementation of the development. Clean rubble can be utilized by the Municipality and will be accepted free of charge, providing it meets the required specification.

ii. Due to the limited airspace capacity available, waste arriving at the site needs to be dramatically reduced in order to extend the lifespan of the landfill site. All new developments must have a mandatory separation-at-source programme to encourage recycling, possible organic waste separation to tie in with the municipality's future diversion programme, and adequate storage facilities to enable waste removal. This programme must be enforced by the HOA and provision must be made therefore in the Constitution and Rules of the HOA.

Development Charges

5. that the "*Developer*" hereby acknowledges that Development Charges are payable towards the following bulk civil services: water, sewerage, roads, stormwater, solid waste and community facilities as per Council's Policy;

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6. that the "*Developer*" hereby acknowledges that the development charges levy as determined by the "Municipality" and or the applicable scheme tariffs will be paid by the "*Developer*" towards the provision of bulk municipal civil services in accordance with the relevant legislation and as determined by Council's Policy, should this land-use application be approved;

7. that the "*Developer*" immediately familiarise himself with the latest Development Charges applicable to his/her development;

8. that the "*Developer*" accepts that the Development Charges will be subject to annual adjustment up to date of payment. The amount payable will therefore be the amount as calculated according to the applicable tariff structure at the time that payment is made;

9. that the "*Developer*" may enter into an engineering services agreement with the "*Municipality*" to install or upgrade bulk municipal services at an agreed cost, to be off-set against Development Charges payable in respect of bulk civil engineering services;

10. that the Development Charges as reflected on the DC calculation sheet, dated *20 November 2019*, and attached herewith as **Annexure DC**, be paid by the "*Developer*" towards the provision of bulk municipal civil services in accordance with the relevant legislation and as determined by Council's Policy.

11. that the Development Charges levy be paid by the "*Developer*"
    - prior to the approval of any building- and/or services plans;

12. that the development shall be substantially in conformance with the Site Development Plan submitted in terms of this application. Any amendments and/or additions to the Site Development Plan, once approved, which might lead to an increase in the number of units i.e. more than 508 units, or which might lead to an increase in the Gross Leasable Area i.e. a GLA of more than 488m², will result in the recalculation of the Development Charges;

13. Bulk infrastructure Development Charges and repayments are subject to VAT and are further subject to the provisions and rates contained in the Act on Value Added Tax of 1991 (Act 89 of 1991) as amended;

Site Development Plan

14. that the layout of the proposed development shall be generally in accordance with the spatial provisions of the Transport Master Plan. It is the Developer's responsibility to ensure that his

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SDP is aligned with the Transport Master Plan in terms of inter alia: access points, sidewalks, refuse truck and public transport embayments etc.

15. that provision be made for a stacking distance of 6m (< 15 units served); 12m (15-40 units served); site specific requirements (> 40 units served or a business premises). The stacking distances shall be measured from the edge of the closest sidewalk or cycle lane to the entrance gate. The guiding principle is that vehicle and pedestrian traffic should not be obstructed by stacking vehicles;

16. that sufficient entrance and exit widths will be created at the vehicle access points: 2.7m minimum and 4,0m maximum width for a single entrance or exit way; 5,0m min and 8,0m maximum for a combined entrance and exit way. To accommodate emergency vehicles, at least one lane should be 4, 0 metres wide and have a minimum height clearance of 4.3 m.

17. that provision be made for a refuse room as per the specification of the standard development conditions below;

18. that if the "Developer" wishes to remove the waste by private contractor, provision must still be made for a refuse room should this function in future revert back to the "Municipality";

19. that provision be made for a refuse embayment off the roadway/sidewalk to accommodate refuse removal. (Embayment to be minimum 15m x 2.5m). This must be clearly indicated on the engineering drawings when submitted for approval. The specifications of such embayment shall be as per the standard development conditions below unless otherwise agreed with the Municipality at building plan approval stage;

20. that any amendments to cadastral layout and or site-development plan to accommodate the above requirements will be for the cost of the "*Developer*" as these configurations were not available at land-use application stage;

Ownership and Responsibility of services

21. that all internal services on the said erf will be regarded as private services and will be maintained by the "*Developer*" and or Owner's Association;

Internal- and Link Services

22. that the "*Developer*", at his/her cost, construct the internal (on-site) municipal civil services for the development, as well as any link (service between internal and available bulk municipal service) municipal services that need to be provided;

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23. that a municipal sewer line, servicing erf 142, currently traverses the subject property and must be kept in a working condition at all times during construction. This line must also be relocated to a more suitable position and the proposed layout must be indicated on the building plans or service drawings submitted for approval. The relocation and any servitude costs will be for the "*Developer*";

Bulk Water Meter, water and sewer connections

24. that an Occupation Certificate (in the case of a sectional title erf) will only be issued if the bulk watermeter is installed, a municipal account for the said meter is activated and the consumer deposit has been paid;
25. Each erf may only have a single water connection and a single sewer connection. Multiple connections are not allowed. Details of connection points must be indicated on all building plans submitted for approval;

Roads

26. that the "*Developer*" will be held liable for any damage to municipal infrastructure within the road reserves of the roads, caused as a direct result of the development of the subject property. The "*Developer*" will therefore be required to carry out the necessary rehabilitation work, at his/her cost, to the standards of the Directorate: Infrastructure Services;

Bulk Electricity

27. Please refer to the conditions attached as **Annexure: Electrical Engineering**;

D. General conditions of approval

28. that the "*Developer*" will enter into an Engineering Services Agreement with the "*Municipality*" in respect of the implementation of the infrastructure to be implemented in lieu of DCs if the need for such infrastructure is identified at any stage by the Municipality;

29. that should the "*Developer*" not take up his rights for whatever reason within two years from the date of this memo, a revised Engineering report addressing services capacities and reflecting infrastructure amendments during the two year period, must be submitted to the Directorate: Infrastructure Services by the "*Developer*" for further comment and conditions. Should this revised Engineering report confirm that available services capacities is not sufficient to accommodate this development, then the implementation of the development

must be re-planned around the availability of bulk services as any clearances for the development will not be supported by the Directorate: Infrastructure Services for this development if bulk services are not available upon occupation or taking up of proposed rights;

30. that the *"Developer"* indemnifies and keep the *"Municipality"* indemnified against all actions, proceedings, costs, damages, expenses, claims and demands (including claims pertaining to consequential damages by third parties and whether as a result of the damage to or interruption of or interference with the municipalities' services or apparatus or otherwise) arising out of the establishment of the development, the provision of services to the development or the use of servitude areas or municipal property, for a period that shall commence on the date that the installation of services to the development are commenced with and shall expire after completion of the maintenance period.

31. that the "*Developer*" must ensure that he / she has an acceptable public liability insurance policy in place;

32. that the "*Developer*" informs the project team for the proposed development (i.e. engineers, architects, etc.) of all the relevant conditions contained in this approval;

33. that the General Conditions of Contract for Construction Works (GCC) applicable to all civil engineering services construction work related to this development, will be the SAICE 3rd Edition (2015);

34. that the "*Developer*" takes cognizance and accepts the following:

    a.) that no construction of any civil engineering services may commence before approval of internal – and external civil engineering services drawings;
    b.) that no approval of internal – and external civil engineering services drawings will be given before land-use and or SDP approval is obtained;
    c.) that no approval of internal – and external civil engineering services drawings will be given before the "*Developer*" obtains the written approval of all affected owners where the route of a proposed service crosses the property of a third party;
    d.) that no building plans will be recommended for approval by the Directorate: Infrastructure Services before land-use and or SDP approval is obtained;
    e.) that no building plans will be recommended for approval by the Directorate: Infrastructure Services before the approval of internal – and external civil engineering services drawings;

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f.) that no building plans will be recommended for approval by the Directorate: Infrastructure Services before a Section 28 Certification in terms of the Stellenbosch Municipal Land Use Planning By-law is issued;

Site Development Plan

35. that it is recognized that the normal Site Development Plan, submitted as part of the land-use application, is compiled during a very early stage of the development and will lack engineering detail that may result in a later change of the Site Development Plan. Any later changes will be to the cost of the "Developer";

36. that even if a Site Development Plan is approved by this letter of approval, a further fully detailed site plan be submitted for approval prior to the approval of engineering services plans and or building- and/or services plans to allow for the setting of requirements, specifications and conditions related to civil engineering services. Such Plan is to be substantially in accordance with the approved application and or subdivision plan and or precinct plan and or site plan, etc. and is to include a layout plan showing the position of all roads, road reserve widths, sidewalks, parking areas with dimensions, loading areas, access points, stacking distances at gates, refuse removal arrangements, allocation of uses, position and orientation of all buildings, the allocation of public and private open spaces, building development parameters, the required number of parking bays, stormwater detention facilities, connection points to municipal water- and sewer services, updated land-use diagram and possible servitudes;

37. that if the fully detailed Site Development Plan, as mentioned in the above item, contradicts the approved Site Development Plan, the "Developer" will be responsible for the amendment thereof and any costs associated therewith;

38. that an amended Site Development Plan be submitted for approval prior to the approval of building plans for new buildings not indicated on the Site Development Plan applicable to this application and or changes to existing buildings or re-development thereof;

Internal- and Link Services

39. that the "*Developer*", at his/her cost, construct the internal (on-site) municipal civil services for the development, as well as any link (service between internal and available bulk municipal service) municipal services that need to be provided;

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40. that the Directorate: Infrastructure Services may require the "*Developer*" to construct internal municipal services and/or link services to a higher capacity than warranted by the project, for purposes of allowing other existing or future developments to also utilise such services. The costs of providing services to a higher capacity could be offset against the Development Charges payable in respect of bulk civil engineering services if approved by the Directorate: Infrastructure Services;

41. that the detailed design and location of access points, circulation, parking, loading - and pedestrian facilities, etc., shall be generally in accordance with the approved Site Development Plan and / or Subdivision Plan applicable to this application;

42. that plans of all the internal civil services and such municipal link services as required by the Directorate: Infrastructure Services be prepared and signed by a Registered Engineering Professional before being submitted to the aforementioned Directorate for approval;

43. that construction of services may only commence after municipal approval has been obtained;

44. that the construction of all civil engineering infrastructure shall be done by a registered civil engineering services construction company approved by the "*Engineer*";

45. that the "*Developer*" ensures that his/her design engineer is aware of the Stellenbosch Municipality Design Guidelines & Minimum Standards for Civil Engineering Services (as amended) and that the design and construction/alteration of all civil engineering infrastructure shall be generally in accordance with this document, unless otherwise agreed with the Engineer. The said document is available in electronic format on request;

46. that a suitably qualified professional resident engineer be appointed to supervise the construction of all internal – and external services;

47. that engineering design drawings will only be approved once approval in terms of the Stellenbosch Municipal Land Use Planning By-law is issued;

48. that all the internal civil services (water, sewer and stormwater), be indicated on the necessary building plans for approval by the Directorate: Infrastructure Services;

49. that prior to the issuing of the Certificate of Practical Completion, in terms of GCC 2015 Clause 5.14.1, all internal - and link services be inspected for approval by the "*Engineer*" on request by the "*Developer's*" Consulting Engineer;

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50. that a Certificate of Practical Completion, in terms of GCC 2015 Clause 5.14.1 be issued before Section 28 Certification in terms of the Stellenbosch Municipal Land Use Planning By-law will be issued (prior to transfer of individual units or utilization of buildings);

51. that a complete set of test results of all internal – and external services (i.e. pressure tests on water - and sewer pipelines as well as densities on road structure and all relevant tests on asphalt), approved and verified by a professional registered engineer be submitted to the "Engineer" on request;

52. that the *"Developer"* shall be responsible for the cost for any surveying and registration of servitudes regarding services on the property;

53. that the *"Developer"* be liable for all damages caused to existing civil and electrical services of the "*Municipality"* relevant to this development. It is the responsibility of the contractor and/or sub-contractor of the "*Developer"* to determine the location of existing civil and electrical services;

54. that all connections to the existing services be made by the "*Developer"* under direct supervision of the *"Engineer"* or as otherwise agreed and all cost will be for the account of the *"Developer"*.

55. that the developer takes cognizance of applicable tariffs by Council in respect of availability of services and minimum tariffs payable;

56. that the "*Developer*", at his/her cost, will be responsible for the maintenance of all the internal (on-site) municipal – and private civil engineering services constructed for this development until at least 80% of the development units (i.e. houses, flats or GLA) is constructed and occupied whereafter the services will be formally handed over to the Owner's Association, in respect of private services, and to the Municipality in respect of public services;

Servitudes

57. that the "*Developer*" ensures that all main services including roads to be taken over by the Directorate: Infrastructure Services, all existing municipal – and or private services including roads, crossing private - and or other institutional property and any other services/roads crossing future private land/erven are protected by a registered servitude before Section 28 Certification in terms of the Stellenbosch Municipal Land Use Planning By-law will be given;

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58. The width of the registered servitude must be a minimum of 3 m or twice the depth of the pipe (measured to invert of pipe), whichever is the highest value. The "*Developer*" will be responsible for the registration of the required servitude(s), as well as the cost thereof;

59. that the *"Developer"* obtains the written approval of all affected owners where the route of a proposed service crosses the property of a third party before final approval of engineering drawings be obtained.

Stormwater Management

60. that the geometric design of the roads and/or parking areas ensure that no trapped low-points are created with regard to stormwater management. All stormwater to be routed to the nearest formalized municipal system;

61. that overland stormwater escape routes be provided in the cadastral layout at all low points in the road layout, or that the vertical alignment of the road design be adjusted in order for the roads to function as overland stormwater escape routes. If this necessitates an amendment of the cadastral layout, it must be done by the "*Developer*", at his/her cost, to the standards of the Directorate: Infrastructure Services;

62. that the design engineer needs to apply his/her mind to ensure a design that will promote a sustainable urban drainage system which will reduce the impacts of stormwater on receiving aquatic environments;

63. that no disturbance to the river channel or banks be made without the prior approval in accordance with the requirements of the National Water Act;

Roads

64. that, prior to commencement of any demolition / construction work, a traffic accommodation plan for the surrounding roads must be submitted to the Directorate: Infrastructure Services for approval, and that the approved plan be implemented by the "*Developer*", at his/her cost, to the standards of the Directorate: Infrastructure Services;

65. that visibility splays shall be provided and maintained on each side of the new access in accordance with the standard specifications as specified in the Red Book with regard to sight triangles at intersections;

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Wayleaves

66. that way-leaves / work permits be obtained from the Directorate: Infrastructure Services prior to any excavation / construction work on municipal land or within 3,0m from municipal services located on private property;

67. that wayleaves will only be issued after approval of relevant engineering design drawings;

68. that it is the Developer's responsibility to obtain wayleaves from any other authorities/service provider's who's services may be affected.

Owner's Association (Home Owner's Association or Body Corporate)

69. that an Owner's Association be established in accordance with the provisions of section 29 of the Stellenbosch Municipal Land Use Planning By-law and shall come into being upon the separate registration or transfer of the first deducted land unit arising from this subdivision;

70. that the Owner's Association take transfer of the private roads simultaneously with the transfer or separate registration of the first deducted land portion in such phase;

71. that in addition to the responsibilities set out in section 29 of the Stellenbosch Municipal Land Use Planning By-law, the Owner's Association also be responsible for the maintenance of the private roads, street lighting, open spaces, retention facilities and all internal civil services;

72. that the Constitution of the Owner's Association specifically empower the Association to deal with the maintenance of the roads, street lighting, open spaces, retention facilities and all internal civil services;

73. that the Constitution of the Owner's Association specifically describes the responsibility of the Owner's Association to deal with refuse removal as described in the "Solid Waste" section of this document;

Green Technologies

74. It is encouraged that peak water demand should be accommodated with supplementary storage and recycling (e.g. rainwater tanks, grey water recycling) of water so that municipal water only be used to satisfy the base demand;

75. Technologies that facilitate the efficient use of irrigation water is encouraged;

76. Planting of waterwise flora is encouraged;

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77. In accordance with the new SANS 10400-XA standard, all new housing should install solar water heating devices;

78. All non-subsidy housing is encouraged to meet the portion of their electrical demand that exceeds 300 kWh per month by generators such as solar photovoltaic panels and solar hot water heating devices;

79. SANS 10400-XA energy efficiency standards should be adhered to in all planning applications for new buildings, major renovations and usage changes;

Solid Waste

80. The reduction, reuse and recycle approach should be considered to waste management:

- Households to reduce waste produced
- Re-use resources wherever possible
- Recycle appropriately

To give effect to the above, the following are some typical waste minimization measures that should be implemented by the Developer, to the satisfaction of the Stellenbosch Municipality:

- Procedures should be stipulated for the collection and sorting of recyclable materials;
- Provision should be made for centralized containers for recyclable materials including cardboard, glass, metal, and plastic and green waste;
- A service provider should be appointed to collect recyclable waste. Such service provider must be legally compliant in terms of all Environmental Legislation and/or approved by the Municipality's Solid Waste Management Department;
- Procedures for removal of waste (materials that cannot be reused or recycled) from the site should be stipulated;
- General visual monitoring should be undertaken to identify if these measures are being adhered to;
- Record shall be kept of any steps taken to address reports of dumping or poor waste management within the Development;

Where an Owner's Association is to be established in accordance with the provisions of section 29 of the Stellenbosch Municipal Land Use Planning By-law, the Constitution of the Owner's Association shall incorporate the above in the Constitution and:

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- Each party's (Developer/Owner's Association/Home Owner) responsibilities w.r.t. waste management and waste minimization should be clearly defined in such constitution
- A set of penalties for non-compliance should be stipulated in the Constitution

81. that it be noted that the Solid Waste Branch will not enter private property, private roads or any access controlled properties for the removal of solid waste;

82. that the "*Developer*" must apply and get approval from the Municipality's Solid Waste Department for a waste removal service prior to clearance certificate or occupation certificate (where clearance not applicable). Contact person Mr Saliem Haider, 021 808 8241; saliem.haider@stellenbosch.gov.za;

83. that should it not be an option for the "*Municipality*" to enter into an agreement with the "*Developer*" due to capacity constraints, the "*Developer*" will have to enter into a service agreement with a service provider approved by the "*Municipality*" prior to clearance certificate or occupation certificate (where clearance not applicable);

84. that if the "Developer" wishes to remove the waste by private contractor, provision must still be made for a refuse room should this function in future revert back to the "Municipality";

85. Access to all properties via public roads shall be provided in such a way that collection vehicles can complete the beats with a continuous forward movement;

86. Access shall be provided with a minimum travelable surface of 5 meters width and a minimum corner radii of 5 meters;

87. Maximum depth of cul-de-sac shall be 20 meters or 3 erven, whichever is the lesser. Where this requirement is exceeded, it will be necessary to construct a turning circle with a minimum turning circle radius of 11m or, alternatively – a turning shunt as per the Directorate: Infrastructure Services' specifications. With respect to the latter, on street parking are to be prohibited by way of "red lines" painted on the road surface as well as "no parking" signboards as a single parked vehicle can render these latter circles and shunts useless;

88. Minimum turning circle radius shall be 11 meters to the center line of the vehicle;

89. Road foundation shall be designed to carry a single axle load of 8.2 tons;

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90. Refuse storage areas are to be provided for all premises other than single residential erven;

91. Refuse storage areas shall be designed in accordance with the requirements as specified by the Solid Waste Branch. Minimum size and building specifications is available from the Solid Waste Branch;

92. A single, centralized, refuse storage area which is accessible for collection is required for each complete development. The only exception is the case of a single residential dwelling, where a refuse storage area is not required;

93. The refuse storage area shall be large enough to store all receptacles needed for refuse disposal on the premises, including all material intended to recycling. No household waste is allowed to be disposed / stored without a proper 240 ℓ Municipal wheelie bin;

94. The size of the refuse storage area depends on the rate of refuse generation and the frequency of the collection service. For design purposes, sufficient space should be available to store two weeks' refuse;

95. Where the premises might be utilized by tenants for purposes other than those originally foreseen by the building owner, the area shall be sufficiently large to store all refuse generated, no matter what the tenant's business may be;

96. All black 85 ℓ refuse bins or black refuse bags is in the process of being replaced with 240 ℓ black municipal wheeled containers engraved with WC024 in front, and consequently refuse storage areas should be designed to cater for these containers. The dimensions of these containers are:

Commercial and Domestic : 585 mm wide x 730 mm deep x 1100 mm high

97. With regard to flats and townhouses, a minimum of 50 litres of storage capacity per person, working or living on the premises, is to be provided at a "once a week" collection frequency;

98. Should designers be in any doubt regarding a suitable size for the refuse storage area, advice should be sought from the Solid Waste Department : Tel 021 808-8224

99. Building specifications for refuse storage area:

Floor

The floor shall be concrete, screened to a smooth surface and rounded to a height of 75mm around the perimeter. The floor shall be graded and drained to a floor trap (See: Water Supply and Drainage).

Walls and Roof

The Refuse Storage Area shall be roofed to prevent any rainwater from entering. The walls shall be constructed of brick, concrete or similar and painted with light color high gloss enamel. The height of the room to the ceiling shall be not less than 2.21 meters.

Ventilation and Lighting

The refuse storage area shall be adequately lit and ventilated. The room shall be provided with a lockable door which shall be fitted with an efficient self-closing devise. The door and ventilated area shall be at least 3 metres from any door or window of a habitable room. Adequate artificial lighting is required in the storage area.

Water Supply and Drainage

A tap shall be provided in the refuse storage area for washing containers and cleaning spillage. The floor should be drained towards a 100 mm floor trap linked to a drainage pipe which discharges to a sewer gully outside the building. In some cases a grease gully may be required.

100. Should the refuse storage area be located at a level different from the level of the street entrance to the property, access ramps are to be provided as stairs are not allowed. The maximum permissible gradient of these ramps is 1:7;

101. A refuse bay with minimum dimensions of 15 meters in length x 2, 5 meters in width plus 45 degrees splay entrance, on a public street, must be provided where either traffic flows or traffic sight lines are affected. The refuse bays must be positioned such that the rear of the parked refuse vehicle is closest to the refuse collection area;

102. Any containers or compaction equipment acquired by the building owner must be approved by the Directorate: Infrastructure Services, to ensure their compatibility with the servicing equipment and lifting attachments;

103. Refuse should not be visible from a street or public place. Suitable screen walls may be required in certain instances;

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104. Access must be denied to unauthorized persons, and refuse storage areas should be designed to incorporate adequate security for this purpose;

105. All refuse storage areas shall be approved by the Directorate: Infrastructure Services, to ensure that the Council is able to service all installations, irrespective of whether these are currently serviced by Council or other companies;

AS-BUILTs

106. The "*Developer*" shall provide the "*Municipality*" with:

a. a complete set of as-built paper plans, signed by a professional registered engineer;

b. a CD/DVD containing the signed as-built plans in an electronic DXF-file format, reflecting compatible layers and formats as will be requested by the "*Engineer*" and is reflected herewith as Annexure X;

c. a completed Asset Verification Sheet in Excell format, reflecting the componitization of municipal services installed as part of the development. The Asset Verification Sheet will have to be according to the IMQS format, as to be supplied by the "Engineer", and is to be verified as correct by a professional registered engineer;

d. a complete set of test results of all internal – and external services (i.e. pressure tests on water - and sewer pipelines as well as densities on road structure and all relevant tests on asphalt), approved and verified by a professional registered engineer;

e. Written verification by the developer's consulting engineer that all professional fees in respect of the planning, design and supervision of any services to be taken over by the "*Municipality*" are fully paid;

107. All relevant as-built detail, as reflected in the item above, of civil engineering services constructed for the development, must be submitted to the "*Engineer*" and approved by the "*Engineer*" before any application for Certificate of Clearance will be supported by the "*Engineer*";

108. The Consulting Civil Engineer of the "*Developer*" shall certify that the location and position of the installed services are in accordance with the plans submitted for each of the services detailed below;

Erven 143 – 145 & 166 -170, Paul Kruger/Dennesig Streets, Stellenbosch: development of 508 flats and 488m² GLA retail

109. All As-built drawings are to be signed by a professional engineer who represents the consulting engineering company responsible for the design and or site supervision of civil engineering services;

110. Section 28 Certification in terms of the Stellenbosch Municipal Land Use Planning By-law shall not be issued unless said services have been inspected by the "*Engineer*" and written clearance given, by the "*Engineer*";

Occupation Certificate in terms of Section 14 of the the National Building Regulations and Building Standards Act 103 of 1977 (where a subdivision and clearance certificate is not applicable)

111. It is specifically agreed that the "*Developer*" undertakes to comply with all conditions of approval as laid down by the "*Municipality*" before occupation certificates shall be issued, unless otherwise agreed herein;

112. that the "*Municipality*" reserves the right to withhold any occupation certificate until such time as the "*Developer*" has complied with conditions set out in this contract with which he/she is in default. Any failure to pay monies payable in terms of this contract within 30 (thirty) days after an account has been rendered shall be regarded as a breach of this agreement and the "*Municipality*" reserves the right to withhold any occupation certificate until such time as the amount owing has been paid;

113. **The onus will be on the "Developer" and or his professional team to ensure that all land-use conditions have been complied with before submitting an application for an occupation certificate in terms of the National Building Regulations. Verifying documentation (proof of payment in respect of Development Charges, services installation, etc.) must be submitted as part of the application before an application will be accepted by this Directorate;**

Erven 143 – 145 & 166 -170, Paul Kruger/Dennesig Streets, Stellenbosch: development of 508 flats and 488m² GLA retail

Avoidance of waste, nuisance and risk

114. Where in the opinion of the "*Municipality*" a nuisance, health or other risk to the public is caused due to construction activities and/or a lack of maintenance of any service, the "*Municipality*" may give the "*Developer*" and or OWNER'S ASSOCIATION written notice to remedy the defect failing which the "*Municipality*" may carry out the work itself or have it carried out, at the cost of the "*Developer*" and or OWNER'S ASSOCIATION.

TYRONE KING Pr Tech Eng

MANAGER: DEVELOPMENT (INFRASTRUCTURE SERVICES)

W:\2.0 DEVELOPMENT\00 Developments\1748 (TK) Erf 143,144, 145 and 166,167,168,169,170 (Dennesig) (508 student rooms)\1748 - Erf 143,144, 145 and 166,167,168,169,170 (Dennesig)_2.doc

ATTACHMENT X

Geographic Information System (GIS) data capturing standards

In drawing up the As-build Plans relating to this development, the consultant must create the following separate layers in ESRI .shp, electronic file format in order for the data to reflect spatially correct.

Layer name	Content
TITLE	Title information, including any endorsements and references
NOTES	All noted information, both from the owner / surveyor and SG
PARENT_PROPLINES	Parent property lines
PARENT_PROPNUM	Parent erf number (or portion number)
PROPLINES	New portion boundaries
PROPANNO	New erf numbers
SERVLINES	Servitude polygons
SERVANNO	Servitude type
STREET_NAMES	Road centre lines with street names
STREET_NUMBERS	Points with street numbers
COMPLEX BOUNDARIES	Where applicable, polygon with complex name (mention whether gated or not and if so, where gates are)
SUBURB	Polygon with suburb name, where new suburb / township extension created
ESTATE	Where applicable, polygon with estate name (mention whether gated or not and if so, where gates are)

When data is provided in a .shp format it is mandatory that the .shx, .dbf, files should accompany the shapefile. The prj file containing the projection information must also accompany the shapefile.

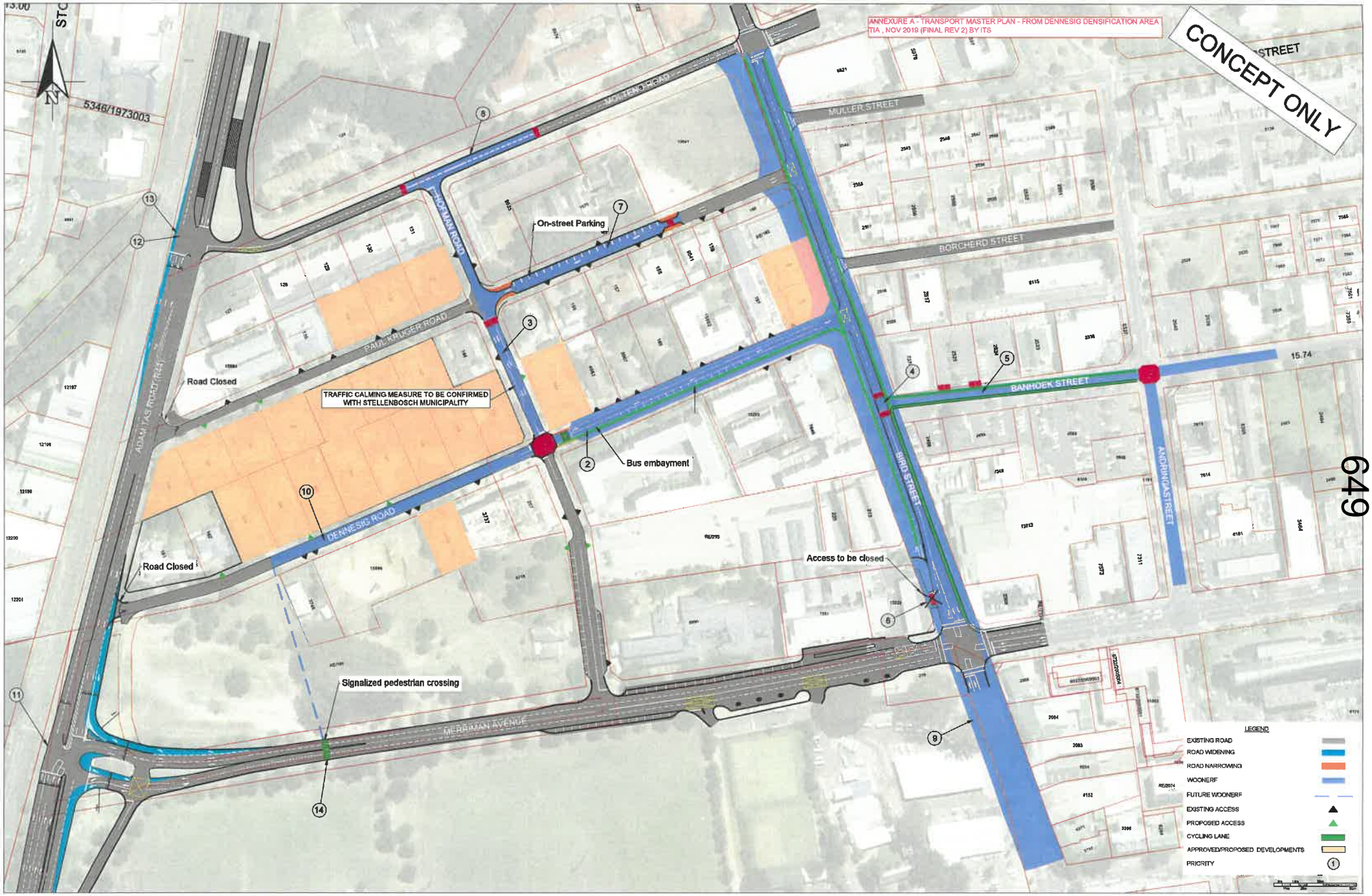
Erven 143 – 145 & 166 -170, Paul Kruger/Dennesig Streets, Stellenbosch: development of 508 flats and 488m^2 GLA retail

It is important that different geographical elements for the GIS capture process remains separate. That means that political boundaries like wards or suburbs be kept separate from something like rivers. The same applies for engineering data types like water lines, sewer lines, electricity etc. that it is kept separate from one another. When new properties are added as part of a development, a list of erf numbers with its associated SG numbers must be provided in an electronic format like .txt, .xls or .csv format.

For road layer shapefiles; the road name, the from_street and to_street where applicable as well as the start en end street numbers needs to be included as part of the attributes. A rotation field needs to be added to give the street name the correct angle on the map.

In addition to being geo-referenced and in WGS 1984 Geographic Coordinate System, the drawing must be completed using real world coordinates based on the Stellenbosch Municipality standard as follows:

- Datum : Hartebeeshoek WGS 84
- Projection : Transverse Mercator
- Central Longitude/Meridian 19
- False easting : 0.00000000
- False northing : 0.00000000
- Central meridian : 19.00000000
- Scale factor : 1.00000000
- Origin latitude : 0.00000000
- Linear unit : Meter



649

PROJECT:	FIGURE:	NUMBER:
Dennesig Development, Stellenbosch	Transport Master Plan	G1

G:\4122 TIA Dennesig Development Stellenbosch\11 Drawings, Figures & GIS\CAD\4122 TIA Dennesig Development Stellenbosch_MT_2019-10-04.dwg

DEVELOPMENT CHARGE CALCULATIONS

| Number | Development | Proposed Zoning | GLA | Units | Total Trips | | | Status | Timing | DEVELOPMENT CHARGE CALCULATIONS | | |

ANNEXURE DC

Stellenbosch Municipality - Development Charge Calculation

APPLICATION INFORMATION	
Application Number	Civil LU 1748 (LU/8676)
Date	Wednesday, 20/Nov/2019
Financial Year	2019-20
Erf Location	Stellenbosch Town
Erf No	143-145 & 166-170
Erf Size (m^2)	
Suburb	Dennesig
Applicant	
Approved Building Plan No.	Site Plan AAZZ 01 AR 0001/CS Rev H

SUMMARY OF DC CALCULATION

	Water	Sewer	Storm-water	Solid-Waste	Roads	Community Facilities	Totals
Unit(s)	kl/day	kl/day	ha*C	t/week	trips/day	person	
Total Increased Services Usage	222.152	199.458	3.779	20.195	1408.92	1408.9	
Total Development Charges before Deductions	R 5 814 249.69	R 5 006 744.31	R 372 450.97	R 1 034 467.10	R 8 916 360.62	R 6 475 996.85	R 27 620 269.54
Total Deductions							
Total Payable (excluding VAT)	R 5 814 249.69	R 5 006 744.31	R 372 450.97	R 1 034 467.10	R 8 916 360.62	R 6 475 996.85	R 27 620 269.54
VAT	R 872 137.45	R 751 011.65	R 55 867.65	R 155 170.07	R 1 337 454.09	R 971 399.53	R 4 143 040.43
Total Payable (including VAT)	R 6 686 387.14	R 5 757 755.95	R 428 318.61	R 1 189 637.17	R 10 253 814.72	R 7 447 396.37	R 31 763 309.97

APPLICANT INFORMATION	
Application Processed by:	Tyrone King
Signature	
Date	20 Nov 2019
Amount Paid:	
Date Payment Received	
Receipt Number	

Stellenbosch Town

	Land Use Category	Unit Type	Existing Usage			Proposed New Usage			Increased Usage	Development Charge levied (excl VAT)						
										Water	Sewer	Storm-water	Solid-Waste	Roads	Community Facilities	Total
	Infrastructure Type applicable? (yes/no)									yes	yes	yes	yes	yes	yes	
		du		du	du/ha		du	du/ha	du							
		m2 GLA	area (m2)	m² GLA	% GLA	area (m2)	m2 GLA	% GLA	m2 GLA							
		m2		m²					m2							
Residential	Single Residential >1000m2	du		5	0			0	-5	R -157 034.36	R -87 856.12	R -23 653.69	R -10 244.68	R -126 133.27	R -64 689.82	R -469 611.93
	Single Residential >500m2	du		3	0			0	-3	R -62 813.75	R -48 948.41	R -8 278.79	R -6 146.81	R -75 679.96	R -38 813.89	R -240 681.60
	Single Residential >250m2	du			0			0	0	R -	R -	R -	R -	R -	R -	R -
	Single Residential <250m2	du			0			0	0	R -	R -	R -	R -	R -	R -	R -
	Less Formal Residential >250m2	du			0			0	0	R -	R -	R -	R -	R -	R -	R -
	Less Formal Residential <250m2	du			0			0	0	R -	R -	R -	R -	R -	R -	R -
	Group Residential >250m2	du			0			0	0	R -	R -	R -	R -	R -	R -	R -
	Group Residential <250m2	du			0			0	0	R -	R -	R -	R -	R -	R -	R -
	Medium Density Residential >250m2	du			0			0	0	R -	R -	R -	R -	R -	R -	R -
	Medium Density Residential <250m2	du			0			0	0	R -	R -	R -	R -	R -	R -	R -
	High Density Residential - flats	du			0		508	0	508	R 5 983 009.28	R 5 100 675.05	R 400 535.78	R 1 040 859.79	R 8 810 408.68	R 6 572 485.30	R 27 907 973.88
	High Density Residential - student rooms	du			0			0	0	R -	R -	R -	R -	R -	R -	R -
Commercial	Local Business - office	m2 GLA			0%			0%	0	R -	R -	R -	R -	R -	R -	R -
	Local Business - retail	m2 GLA			0%		488	0%	488	R 51 088.51	R 42 873.78	R 3 847.67	R 9 998.81	R 307 765.17	R 7 015.25	R 422 589.20
	General Business - office	m2 GLA			0%			0%	0	R -	R -	R -	R -	R -	R -	R -
	General Business - retail	m2 GLA			0%			0%	0	R -	R -	R -	R -	R -	R -	R -
	Community	m2 GLA			0%			0%	0	R -	R -	R -	R -	R -	R -	R -
	Education	m2 GLA			0%			0%	0	R -	R -	R -	R -	R -	R -	R -
Industrial	Light Industrial	m2 GLA			0%			0%	0	R -	R -	R -	R -	R -	R -	R -
	General Industrial - light	m2 GLA			0%			0%	0	R -	R -	R -	R -	R -	R -	R -
	General Industrial - heavy	m2 GLA			0%			0%	0	R -	R -	R -	R -	R -	R -	R -
	Noxious Industrial - heavy	m2 GLA			0%			0%	0	R -	R -	R -	R -	R -	R -	R -
Other	Resort	m2 GLA			0%			0%	0	R -	R -	R -	R -	R -	R -	R -
	Public Open Space	m2						0%	0	R -	R -	R -	R -	R -	R -	R -
	Private Open Space	m2						0%	0	R -	R -	R -	R -	R -	R -	R -
	Natural Environment	m2						0%	0	R -	R -	R -	R -	R -	R -	R -
	Utility Services	m2 GLA			0%			0%	0	R -	R -	R -	R -	R -	R -	R -
	Public Roads and Parking	m2						0%	0	R -	R -	R -	R -	R -	R -	R -
	Transport Facility	m2						0%	0	R -	R -	R -	R -	R -	R -	R -
	Limited Use							0%	0	R -	R -	R -	R -	R -	R -	R -
Special																
	To be calculated															
	based on equivalent demands															
	* Complete yellow/green cells.		0			0										
	** du = dwelling unit, GLA=Gross lettable area.					*** displays red if not equal to existing area										
	Total Development Charges before Deductions									R5 814 249.69	R5 006 744.31	R372 450.97	R1 034 467.10	R8 916 360.62	6 475 996.85	R27 620 269.54
	% Deductions per service (%)									0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	
	% Deductions per service (amount)									R 0.00	R 0.00	R 0.00	R 0.00	R 0.00	R 0.00	R 0.00
	Additional Deduction per service - from Service Agreement (sum)															R 0.00
	Sub Total after Deductions (excluding VAT)									R5 814 249.69	R5 006 744.31	R372 450.97	R1 034 467.10	R8 916 360.62	6 475 996.85	R27 620 269.54
	VAT									R872 137.45	R751 011.65	R55 867.65	R155 170.07	R1 337 454.09	971 399.53	R4 143 040.43
	Total									R6 686 387.14	R5 757 755.95	R428 318.61	R1 189 637.17	R10 253 814.72	7 447 396.37	R31 763 309.97

ELETRICITY SERVICES: CONDITIONS OF APPROVAL
Erf 143-145 & 166-170

ANNEXURE - ELECTRICAL ENGINEERING

GENERAL COMMENT

1. Development Bulk Levy Contributions are payable

CONDITIONS

2. **The electrical consulting engineer responsible for the development shall schedule an appointment with Manager Electricity Services (Engineering Services) before commencing with the construction of the development. As well as to discuss new power requirements if required.**

3. The development's specifications must be submitted to Stellenbosch Municipality (Engineering Services) for approval. i.e.
   a) The design of the electrical distribution system
   b) The location of substations(s) and related equipment.

4. A separate distribution board/s shall be provided for municipal switchgear and metering. (Shall be accessible & lockable). Pre-paid metering systems shall be installed in domestic dwellings.

5. 24-hour access to the location of the substation, metering panel and main distribution board is required by Technical Services. (On street boundary)

6. Appropriate caution shall be taken during construction, to prevent damage to existing service cables and electrical equipment in the vicinity, should damage occur, the applicant will be liable for the cost involved for repairing damages.

7. On completion of the development, Stellenbosch Municipality (Technical Services) together with the electrical consulting engineer and electrical contractor will conduct a take-over inspection.

8. No electricity supply will be switched on (energised) if the Development contributions, take-over Inspection and Certificate(s) of Compliance are outstanding.

9. All new developments and upgrades of supplies to existing projects are subject to **SANS 10400-XA** energy savings and efficiency implementations such as:
   - Solar water Heating or Heat Pumps in Dwellings
   - Energy efficient lighting systems
   - Roof insulation with right R-value calculations .
   - In large building developments;
   -Control Air condition equipment tied to alternative efficiency systems
   -Preheat at least 50% of hotwater with alternative energy saving sources
   -All hot water pipes to be clad with insulation with R-value of 1
   -Provide a professional engineer's certificate to proof that energy saving measures is not feasible.

Signature

28/1/2019
Date

INTERDEPARTMENTAL CIRCULATION FORM

LêER VERW/ FILE REF	**Erf 143- 145 & 166 & 170, Stellenbosch**	**DATE:** 13 November 2018
AANSOEKNOMMER/APPLICATION NUMBER		**LU/8676**
MEMO AAN/ TO :		
	Director : Traffic Engineer / Engineering Services	
X	Manager : Electrical Department	Elect 1748.
	Manager : Building Development Management	
	Manager : Fire Services	
	Manager: Spatial Planning / Heritage / Environment / Signage	
	Manager: Health Department (Winelands Health)	
	Manager: Community Services: **Albert Van Der Merwe**	
	Manager: Property Management (**P Smit**)	
	Chief Financial Officer	
	Manager: Local Economic Development	

26 Nov 18

PLANNING AND ENVIRONMENT
15 FEB 2019
MUNISIPALITEIT STELLENBOSCH
BEPLANNING EN OMGEWING

FILE NR:
SCAN NR: E 143-145, 166 & 170
COLLABORATOR NR:

Application	a)The **consolidation**, in terms of Section 15(2)(e) of the Stellenbosch Municipal Land Use Planning By-Law(2015), of the following properties, to create Area A (± 8 383 m²): • Erf 143 Stellenbosch • Erf 144 Stellenbosch • Erf 145 Stellenbosch • Erf 166 Stellenbosch • Erf 167 Stellenbosch • Erf 168 Stellenbosch • Erf 169 Stellenbosch • Erf 170 Stellenbosch b) The **rezoning** of Area A, in terms of Section 15(2)(a) of the Stellenbosch Municipal Land Use Planning By-Law (2015), from Single Residential Zone to Specific Business Zone; c) A **permanent departure**, in terms of Section 15(2)(b) of the Stellenbosch Municipal Land Use Planning By-Law (2015), pertaining to the provisions of Section 10.5.3.(e) of the Stellenbosch Zoning Scheme Regulations (1996), to permit a building of 6 storeys, in lieu of 3 storeys, for residential units within a General Business zone. d) A **permanent departure**, in terms of Section 15(2)(b) of the the Stellenbosch Municipal Land Use Planning By-Law (2015), pertaining to the provisions of Section 10.4.3.(a) of the Stellenbosch Zoning Scheme (1996), for the relaxation of building lines, as follows: • Street building lines (Dennesig and Paul Kruger Roads) from 7.6m to 4.9m for residential uses on ground floor. • Street building lines (Dennesig, Paul Kruger and Hofman Roads) from 7.6m to 3.5m for residential uses on the first to fourth floors. • Street building lines (Dennesig, Paul Kruger and Hofman Roads) from 7.6m to 4.9m for residential uses on the fifth floor. • Street building line (at the corner of Hofman Road and Dennesig Road) from 7.6m to 2.854m to accommodate residential units on the first to fourth floors. • Lateral building lines (adjacent to Erven 142 and 146, Stellenbosch) from 4.6m to 4.5m for residential uses. • Lateral building line (adjacent to Erf 165 Stellenbosch) of 0m to accommodate a refuse area on ground floor. • Street building line (Dennesig Road) of 0m to accommodate a refuse area and electrical substation on ground floor. • Lateral building line (Erf 146 Stellenbosch) of 2.3m to accommodate a security room on ground floor. • Street building line (Dennesig Road) of 2.1m to accommodate a canopy overhang along the main pedestrian entrance. • Street building line (Hofman Road) of 1.26m to accommodate a canopy overhang along the secondary pedestrian entrance. e) A **permanent departure**, in terms of Section 15(2)(b) of the the Stellenbosch Municipal Land Use Planning By-Law (2015), pertaining to the provisions of Section 10.5.3.(b) of the Stellenbosch Zoning Scheme Regulations (1996), to permit coverage of 58% in lieu of the 50%, for residential uses above the ground storey. f) A **permanent departure**, in terms of Section 15(2)(b) of the the Stellenbosch Municipal Land Use Planning By-Law (2015), pertaining to the provisions of Section 10.4.3.(h)(i) of the Stellenbosch Zoning Scheme Regulations (1996), to permit a parking ratio of 0.85 parking bays per bedroom, in lieu of 1 parking bay per bedroom. g) A **permanent departure**, in terms of Section 15(2)(b) of the Stellenbosch Municipal Land Use Planning By-Law (2015), pertaining to the provisions of Section 10.5.3.(c) of the Stellenbosch Zoning Scheme Regulations (1996), to permit doors, windows, etc. on lateral or rear boundaries. h) The **removal of restrictive title deed conditions**, in terms of Section 15(2)(f) of the Stellenbosch Municipal Land Use Planning By-Law (2015), as follows: • Property Description Title Deed Removal Condition No. Summary of Condition **Erf 143** Stellenbosch T42945/2004 B(a) Use of water from the Kromme River is not permitted. • B(c) No liquor store or canteen are to be erected. Nor shall any hotel, butcher, general or other businesses of a likewise nature, be operated on the property.

- C(a) That the property be utilised for residential purposes only.
- C(b) That the property may not be subdivided.
- C(c) That not more than one dwelling house be erected on the property, and that not more than one third of the area be built upon.
- C(d) No building be erected within 5,67 m of the street boundary. D(3) Registration of a servitude to accommodate sewer pipelines, as required by the Municipality.

Erf 144 Stellenbosch T16264/2007 &T9837/2002 B(I)(a) Use of water from the Kromme River is not permitted.

B(I)(b) No liquor store or canteen are to be erected. Nor shall any hotel, butcher, general or other businesses of a likewise nature, be operated on the property.

B(II)(a) That the property will be utilised for residential purposes only.
B(II)(b) That the property may not be subdivided.
B(II)(c) That not more than one dwelling house be erected on the property, and that not more than one half of the area be built upon.
B(II)(d) No building be erected within 5,67 m of the street boundary.
B(III)(3) Registration of a servitude to accommodate sewer pipelines, as required by the Municipality.
Clause IV All subsequent title owners to be subjected to Condition B(I)(b).
Clause V All subsequent title owners to be subjected to conditions pertaining to relevant business operations.

Erf 145 Stellenbosch T73636/2006 B(a) Use of water from the Kromme River is not permitted.

B(b) No liquor store or canteen are to be erected. Nor shall any hotel, butcher, general or other businesses of a likewise nature, be operated on the property.
C(a) That the property will be utilised for residential purposes only.
C(b) That the property may not be subdivided.
C(c) That not more than one dwelling house be erected on the property, and that not more than one half of the area be built upon.
C(d) No building shall be erected within a distance of 18 feet from any boundary of the said erf.

D(3) Registration of a servitude to accommodate sewer pipelines, as required by the Municipality.

Erf 166 Stellenbosch T4031/1990 B(1) Use of water from the Kromme River is not permitted.
B(2) No canteen nor any hotel, butcher, general or other businesses of a likewise nature, be erected on the property.
C(b) That the property will be utilised for residential purposes only.
C(c) That the property may not be subdivided.
C(d) That not more than one dwelling house be erected on the property, and that not more than one third of the area be built upon.
C(e) No building be erected within 3,15 m of the street boundary.

Erf 167 Stellenbosch T65369/2010 B(1) Use of water from the Kromme River is not permitted.
B(3) No liquor store or canteen are to be erected. Nor shall any hotel, butcher, general or other businesses of a likewise nature, be operated on the property.
C(b) That the property will be utilised for residential purposes only.
C(c) That the property may not be subdivided.
C(d) That not more than one dwelling house be erected on the property, and that not more than one third of the area be built upon.
C(f) No building be erected within 3,15 m of the street boundary.

Erf 168 Stellenbosch T2509/2017 B(1) Use of water from the Kromme River is not permitted. B(3) No liquor store or canteen are to be erected. Nor shall any hotel, butcher, general or other businesses of a likewise nature, be operated on the property.
C(b) That the property will be utilised for residential purposes only.

	C(c) That the property may not be subdivided. C(d) That not more than one dwelling house be erected on the property, and that not more than one third of the area be built upon. C(f) No building be erected within 3,15 m of the street boundary. **Erf 169** Stellenbosch T15201/1959 A(1) Use of water from the Kromme River is not permitted. A(3) No liquor store or canteen are to be erected. Nor shall any hotel, butcher, general or other businesses of a likewise nature, be operated on the property. B(b) That the property will be utilised for residential purposes only. B(c) That the property may not be subdivided. B(d) That not more than one dwelling house be erected on the property, and that not more than one third of the area be built upon. B(f) No building be erected within 10 feet of the street boundary. C(3) Registration of a servitude to accommodate sewer pipelines, as required by the Municipality. **Erf 170** Stellenbosch T98235/2000 B(1) Use of water from the Kromme River is not permitted. B(3) No liquor store or canteen are to be erected. Nor shall any hotel, butcher, general or other businesses of a likewise nature, be operated on the property. C(b) That the property will be utilised for residential purposes only. C(c) That the property may not be subdivided. C(d) That not more than one third of the area be built upon. C(f) No building be erected within 3,15 m of the street boundary. i) The **approval of a Site Development Plan**, including a landscaping master plan.
Adres / Address	Dennesig & Hoffman Street, Stellenbosch
Aansoek Datum Application Date	22 October 2018
Aansoeker Applicant	Gerhard Swart (Urban Dynamics Western Cape)

Aangeheg vind u tersaaklike dokumentasie in verband met bogenoemde aansoek. Ten einde my in staat te stel om die aansoek aan die besluitnemingsowerheid vir oorweging voor te lê, word u versoek om my skriftelik van u kommentaar, indien enige, te voorsien. Onderskei asseblief tussen algemene kommentaar op die meriete van die aansoek en enige voorwaardes wat u departement wil oplê indien die aansoek goedgekeur word.

Attached please find the relevant documentation regarding the abovementioned application. Kindly furnish me with your written comment, if any, in order to enable me to submit the application to the decision making authority for consideration. Please differentiate between general comment on the merits of the application and any conditions that your department wishes to impose should the application be approved.

Geliewe die memorandum per hand aan my terug te besorg voor of op:
Please hand deliver the memorandum to me on or before : **18 January 2019**

B Mdoda
For DIRECTOR: PLANNING AND ECONOMIC DEVELOPMENT

ALGEMENE KOMMENTAAR / GENERAL COMMENT:

.....
.....
.....
.....

VOORWAARDES/CONDITIONS:

.....
.....
.....

..... **HANDTEKENING / SIGNATURE**	28/1/2019 **DATUM / DATE**

ELETRICITY SERVICES: CONDITIONS OF APPROVAL
Erf 143-145 & 166-170

1. Development Bulk Levy Contributions are payable

2. **The electrical consulting engineer responsible for the development shall schedule an appointment with Manager Electricity Services (Engineering Services) before commencing with the construction of the development. As well as to discuss new power requirements if required.**

3. The development's specifications must be submitted to Stellenbosch Municipality (Engineering Services) for approval. i.e.
   a) The design of the electrical distribution system
   b) The location of substations(s) and related equipment.

4. A separate distribution board/s shall be provided for municipal switchgear and metering. (Shall be accessible & lockable). Pre-paid metering systems shall be installed in domestic dwellings.

5. 24-hour access to the location of the substation, metering panel and main distribution board is required by Technical Services. (On street boundary)

6. Appropriate caution shall be taken during construction, to prevent damage to existing service cables and electrical equipment in the vicinity, should damage occur, the applicant will be liable for the cost involved for repairing damages.

7. On completion of the development, Stellenbosch Municipality (Technical Services) together with the electrical consulting engineer and electrical contractor will conduct a take-over inspection.

8. No electricity supply will be switched on (energised) if the Development contributions, take-over Inspection and Certificate(s) of Compliance are outstanding.

9. All new developments and upgrades of supplies to existing projects are subject to **SANS 10400-XA** energy savings and efficiency implementations such as:
   - Solar water Heating or Heat Pumps in Dwellings
   - Energy efficient lighting systems
   - Roof insulation with right R-value calculations .
   - In large building developments;
   -Control Air condition equipment tied to alternative efficiency systems
   -Preheat at least 50% of hotwater with alternative energy saving sources
   -All hot water pipes to be clad with insulation with R-value of 1
   -Provide a professional engineer's certificate to proof that energy saving measures is not feasible.

Signature

28/1/2019
Date

ANNEXURE K

To save paper and printing costs the Dennesig Neighbourhood Development Guidelines are attached as an appendix of the application for erf 184 which also forms part of this agenda