

**NOTICE OF LAND DEVELOPMENT APPLICATION TO INTERESTED AND AFFECTED PARTIES FOR COMMENT**

**Neem asseblief kennis dat hierdie kennisgewing in Afrikaans hieronder volg.**

Affected person's Name

Affected persons Physical Address

Dear Sir/Madam

**The following land use application in terms of the Stellenbosch Land Use Planning Bylaw, 2015, refers:**

Property Address : DOORNBOSCH ROAD  
Property Number : ERF 16489 STELLENBOSCH  
Applicant : FRIEDLAENDER BURGER AND VOLKMANN  
Owner : STELLENBOSCH MUNICIPALITY  
Application Reference : LU/ 12577  
Application Type : CLOSURE OF PART OF A PUBLIC PLACE

**Detailed description of land use or development proposal:**

Application is made in terms of Section 15(2)(n) of the Stellenbosch Planning By-Law, August 2015 for the closure of part of Doornbosch Road (public place situated on Erf 16489) in order to be consolidated with Erf 16491 as part of the existing sportsfield.

Notice is hereby given in terms of the provisions of Section 46 of the said Bylaw that the above-mentioned application has been submitted to the Stellenbosch Municipality for consideration. The application is available for inspection on the Planning Portal of the Stellenbosch Municipal Website for the duration of the public participation process at the following address:

<https://www.stellenbosch.gov.za/planning/documents/planning-notices/land-use-applications-advertisements>.

If the website or documents cannot be accessed, an electronic copy of the application can be requested from the Applicant.

You are hereby invited to submit comments and / or objections on the application in terms of Section 50 of the said bylaw with the following requirements and particulars:

- The comments must be made in writing;
- The comments must refer to the Application Reference Number and Address;
- The name of the person that submits the comments;
- The physical address and contact details of the person submitting the comments;
- The interest that the person has in the subject application;
- The reasons for the comments, which must be set out in sufficient detail in order to:
  - Indicate the facts and circumstances that explain the comments;
  - Where relevant demonstrate the undesirable effect that the application will have if approved;
  - Where relevant demonstrate any aspect of the application that is not considered consistent with applicable policy; and
  - Enable the applicant to respond to the comments.

The comments must be addressed to the applicant by electronic mail as follows:  
e-mail : [comment@fbvsurvey.co.za](mailto:comment@fbvsurvey.co.za) attention Damien Burger

The comments must be submitted within 30 days from the date of this notice to be received on or before the closing date of **13 JULY 2021**

It should be noted that the Municipality, in terms of Section 50(5) of the said Bylaw, may refuse to accept any comments/ objection received after the closing date.

For any enquiries on the Application or the above requirements, or if you are unable to write and /or submit your comments as provided for, you may contact the Applicant for assistance at the e-mail address provided or telephonically at 021-8864004 during normal office hours.

Yours faithfully

**D P Burger**

**KENNISGEWING VAN GROND ONTWIKKELINGS AANSOEK AAN GETRESEERDE EN  
GEAFFEKTERDE PARTYE VIR KOMMENTAAR.**

Naam van geaffekteerde persoon

Fisiese adres van geaffekteerde persoon

**Die volgende grondgebruiksaansoek in terme van Stellenbosch se Verordeninge op Grondgebruikbeplanning, 2015, verwys:**

Adres van aansoek eiendom : DOORNBOSCH STRAAT  
Aansoek eiendom beskrywing : ERF 16489 STELLENOSCH  
Aansoeker : FRIEDLAENDER BURGER AND VOLKMANN  
Eienaar : STELLENBOSCH MUNICIPALITEIT  
Aansoek Verwysing : LU/ 12577  
Tipe Aansoek : SLUITING VAN GEDEELTE VAN N OPENBARE PLEK

**Besonderhede van die grondgebruiksaansoek,**

Aansoek word gedoen in terme van Artikel 15(2)(n) van die Stellenbosch Munisipale Verordening op Grondverbruiksbeplanning , 2015 vir die sluiting van n gedeelte van Doornbosch Straat (publieke plek op Erf 16489 Stellenbosch) sodat dit met Erf 16491 gekonsolideer kan word as deel van die bestaande sportsvelde

Kennis word hiermee gegee in terme van die voorskrifte van die Artikel 46 van die genoemde Verordeninge dat bovermelde aansoek by die Stellenbosch Munisipaliteit ingedien is vir oorweging. Die aansoek is beskikbaar vir insae op die Beplannings Portaal van die Stellenbosch Munisipaliteit se Webtuiste vir die tydsduur van die publieke deelname proses by die volgende adres:

[<https://www.stellenbosch.gov.za/planning/documents/planning-notice/land-use-applications-advertisements>]. Indien die webtuiste of tersaaklike dokumente nie toeganklik is nie, kan die Aansoeker versoek word om 'n elektroniese kopie van die aansoek beskikbaar te stel.

Kommentaar en/ of besware kan vervolgens gedien word op die aansoek in terms van Artikel 50 van die tersaaklike Verordening wat die volgende vereistes en besonderhede moet bevat:

- Die kommentaar moet skriftelik wees;
- Die kommentaar moet die aansoek se verwysings nommer en adres insluit;
- Die naam van die persoon wat die kommentaar lewer;
- Die fisiese adres en kontak besonderhede van die persoon wat die kommentaar lewer.
- Die belang wat die persoon wat die kommentaar lewer, in die aansoek het.
- Die redes vir die kommentaar wat gelewer word, welke redes genoegsame besonderhede moet bevat ten opsite van die volgende aspekte:
  - Die feite en omstandighede aantoon wat die die kommentaar toelig;
  - Indien toepaslik, aantoon wat die onwenslike resultaat sal wees indien die aansoek goedgekeur word;
  - Waar toepaslik moet aangetoon word indien enige aspek van die aansoek strydig geag word met enige relevante beleid;
  - Dat die insette voldoende inligting sal gee wat die aansoeker in staat sal stel om kommentaar daarop te lewer.

Die kommentaar moet by wyse van elektroniese pos aan die Aansoeker gestuur word as volg: e-mail : [comment@fbvsurvey.co.za](mailto:comment@fbvsurvey.co.za) attention Damien Burger

Die kommentaar moet binne 30 dae vanaf die datum van hierdie kennisgewing gestuur word en moet ontvang word voor of op die laaste dag van die sluitings datum van **13 Julie 2021**

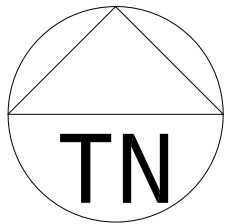
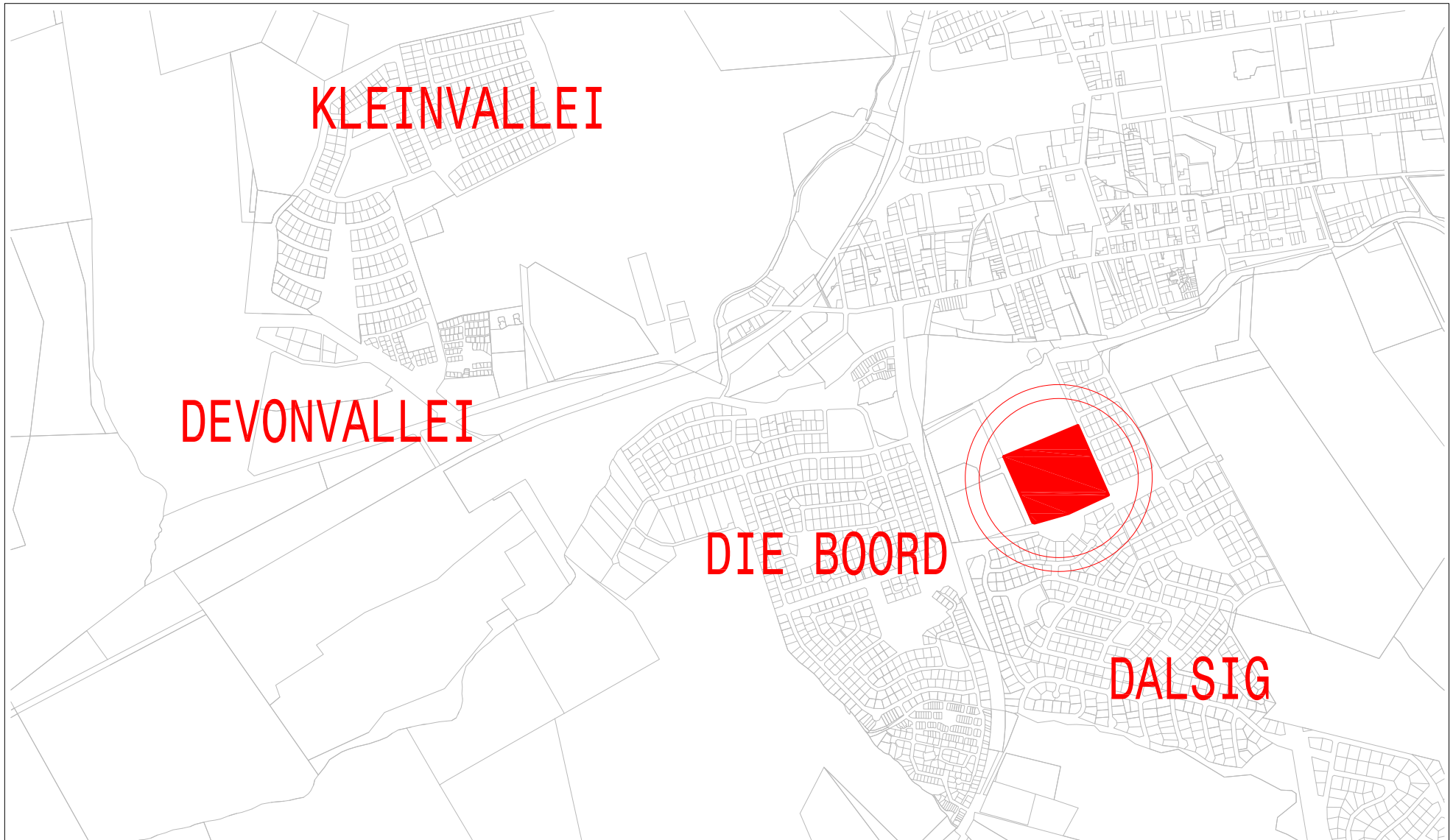
Daar moet kennis geneem word dat die Munisipaliteit, in terme van Artikel 50(5) van die vermelde Verordeninge, mag weier om enige kommentaar / beswaar te aanvaar wat na die sluitingsdatum ontvang word.

Indien daar enige navrae op die aansoek of bovermelde vereistes vir die lewer van kommentaar is, of indien dit nie moontlik is om geskrewe kommentaar te lewer of die kommentaar op die wyse te lewer soos voorsienning gemaak is nie, kan die Aansoeker geskakel word vir bystand by die vermelde elektroniese pos adres of telefonies by 021-8864004 gedurende normale kantoor ure (of voorsien ure van toepassing).

Die uwe

**D. P. Burger**

# ANNEXURE A



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

Scale 1:20000 @A4    Date:December 2020

Contours: N/A

System: WG 19

LOCALITY PLAN

Ref:ERF16489

Dwg:LOCALITY

**fbv**  
friedlaender, burger & volkmann  
PROFESSIONAL LAND SURVEYORS, SECTIONAL TITLE CONSULTANTS, MAPPING CONSULTANTS  
39 Herte Street, Stellenbosch, 7600 • PO Box 154, Stellenbosch, 7599  
Tel +27 21 886 4004 • Email info@fbvsurvey.co.za



**Notes:**

1. The figure ABCD represents Portion of Erf 16489 (Road) to be closed.
2. Portion A to be consolidated with Erf 16491.

**Caveat**

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



Scale 1:2000 @ A4	Date: 31 March 2021	Contours: N/A	System: WG 19
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<p><b>ERF 16489 STELLENBOSCH PROPOSED ROAD CLOSURE, SUBDIVISION AND CONSOLIDATION WITH ERF 16491 STELLENBOSCH</b></p>		 <b>friedlaender, burger &amp; volkmann</b> <small>PROFESSIONAL LAND SURVEYORS, SECTIONAL TITLE CONSULTANTS, MAPPING CONSULTANTS</small> <small>Stellenbosch House 4, Páryevél, 7600 T +27 21 8664004 Cape Town 150 St. George's Mall, 8000 T +27 21 0071861                  Heideek Kasteel 3 Bergsig, Walter Street, 7300 T +27 22 4481024                  enquiries@fbvsurvey.co.za • www.fbvsurvey.co.za</small>
Ref:ERF16489	Dwg:PROP SUB-REV1	

# Proposed Road Closure

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## **CLOSURE OF PORTION OF PUBLIC PLACE IN TERMS OF SECTION 15(2) (n)**

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*Prepared by*

Friedlander, Burger and Volkmann

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Tel +27 21 8864004 Fax +27 21 8878088 Email [info@fbvsurvey.co.za](mailto:info@fbvsurvey.co.za)

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## **1 Proposal**

Acting on behalf of the owners of Erf 16489 Stellenbosch (“the property”) we propose to close a portion of a Public Place (Road) and consolidation the closed portion with the adjoining Erf

A locality plan is provided as **Annexure A** and a plan of proposed subdivision as **Annexure B**

In terms of Section 15 (2) (n) an application is therefore made for the

- i. Closure of part of a public place, Portion A measuring  $\pm 9161\text{m}^2$ , a portion Erf 16489 Stellenbosch

It will be consolidated with the adjoining Erf 16491

## **2 Authority to apply**

The Properties are owned by:

- Erf 16489 – Stellenbosch Municipality
  
- Erf 16491 (Ptn 25 of Farm No.292) – has not yet been registered.  
Erf 16491 is a consolidation of Portions 8 & 20 of Farm No.292  
Portion 20 is also unregistered.  
Portion 8 is registered in the name of the Government of the Western Cape.  
The Department & Municipality have entered into a Memorandum of agreement that confirms that the subdivision must be consolidated with the adjoining property.

## **3 The Erven**

### **3.1 Description**

Erf 16489 – measuring 1,7199 ha - comprised part of Doornbosch Road and part of the Rhenish High School Sports fields.

Erf 16491 – measuring 7,0045 ha – is the Rhenish High School site.

### **3.2 Current use and zoning**

The properties are zoned Education Zone.

No rezoning is required as part of the application.

Portion A has been part of the Rhenish High School Grounds since the school moved in 1958 and currently still is utilised as a sport field.

With the development and construction of Doornbosch Road around 1979, Erf 16489 (Ptn 15 of Farm No. 292) was subdivided and transferred to the Municipality.

Portion A however continued to be used as a sport field by Rhenish as still is the situation today.

#### **4 Reason for the proposal**

Rhenish High School is busy with extensive development of their sporting facilities and with the preparation of building plans it was discovered that the property they have been using for years actually belongs to the Municipality.

The Municipality and the Western Cape Government via its Department of Transport and Public Works have now signed a Memorandum of Agreement to transfer the land to rectify the situation.

The Surveyor General has confirmed that on his records that Portion A is technically part of a Public Street.

The closure of portion of a public place in terms of Section 15 (2) (n) is required notwithstanding the Education Zoning of Portion A.

The Department has requested that Portion A be consolidated with the adjoining property so that all internal boundary line fall away, and the school property can be utilised as one property.

#### **5 Motivation**

##### **5.1 Closure of portion of a Public Place**

Portion A has been used as sports fields for Rhenish High School for more than 40 year as if it were part of the school and has never been used as a road.

The Zoning Scheme also indicates the zoning to be Education Zone further confirming that it has always been seen and treated as if it were part of the school.

The Municipality has agreed to transfer the land to the Western Cape Government provided that it be utilised for educational purposes.

Technically, although zoned as Educational, Portion A is part of Erf 16489 that has the status of road. Portion A has never been used as a road and falls within the fenced property of Rhenish High School.

In order to transfer Portion A to the Western Cape Government it must first be closed as Public Place to enable it to be utilised for educational purposes as per the allocated zoning.

## **5.2 Subdivision & consolidation**

After the portion of road has been closed it will be consolidated with the adjoining property, Erf 16489 Stellenbosch



## Nicole Katts

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**From:** Nicole Katts  
**Sent:** Tuesday, 06 April 2021 10:51  
**To:** 'damien.burger@fbvsurvey.co.za'  
**Subject:** INVOICE: APPLICATION FOR AN EXEMPTION AND CLOSURE OF PUBLIC PLACE  
**Attachments:** INV - ERF 16489 SB.pdf

Dear Damien

I trust that you are well.

Pre-scrutiny of your documentation as submitted on 31 March 2021 has been completed. The documentation is considered complete and you may now pay the following fees into Council's bank account within the next two (2) working days. Please provide this office with a copy of your proof of payment.

**Application is made for the following:**

- Closure of public place
- Exemption



*Kind regards / Vriendelike Groete*

**Nicole Katts**

Administrative Officer: Customer  
Interface and Administration

**Planning & Economic Development**

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T: +27 21 808 8318

43 Andringa Str, Eikestad Mall, 3<sup>rd</sup>  
Floor

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





## PLANNING & ECONOMIC DEVELOPMENT

LAND USE APPLICATION COMPLIANCE CHECKLIST ITO S38 OF THE LAND USE PLANNING BYLAW, 2015			Date of Submission of Application	31/03/2021	
Erf / Erven/ Farm no	16489	Portion(s) if farm	Allotment Area	Stellenbosch	
Owner / Applicant	Damien Burger		Contact number	021 886 4004	
Email address	<a href="mailto:damien@fbvsurvey.co.za">damien@fbvsurvey.co.za</a>				
INDICATE WHICH OF THE FOLLOWING FORM PART OF THE DOCUMENTATION			ADMIN TO VERIFY <sup>1</sup>		PLANNER TO EVALUATE <sup>2</sup>
			YES	NO	
1. Completed application form that is signed			✓		
2. Power of Attorney / Owners' Consent if the applicant is an agent			✓		
3. Bondholders' consent					
4. Proof that applicant is authorized to act on behalf of an entity					
5. Proof of ownership or rights held in land					
6. Motivation based on criteria in s65					
7. SG diagram or General Plan			✓		
8. Locality plan			✓		
9. Site development plan or plan showing the land development			✓		
10. Subdivision plan					
11. Permission for required servitude					
12. Title Deed			✓		
13. Conveyancer's certificate					
14. Feedback on Pre-application scrutiny			✓		
15. Minutes of Pre-consultation Meeting					
16. Consolidation plan					
17. Street name and numbering plan					

<sup>1</sup> Verification by Admin only of the documentation attached and completeness of application and not the correctness thereof.

<sup>2</sup> Technical evaluation by Planner of the documentation attached for completeness and correctness thereof.

INDICATE WHICH OF THE FOLLOWING FORM PART OF THE DOCUMENTATION	ADMIN TO VERIFY		PLANNER TO VERIFY
18. Land use plan / zoning plan			
19. Landscaping / tree plan			
20. Flood line plan			
21. Neighbours' consent			
22. HOA consent			
23. Assessments: EIA, HIA, TIA, TIS, MHIA, EA/ROD			
24. Services report			
25. Previous approvals			
26. Proof of failure of HOA			
27. Proof of lawful use right / zoning certificate			
28. Other documents Specify:.....			
<b>VERIFIED &amp; SIGNED BY ADMIN</b>	<b>NAME: Nicole Katts</b>		
<b>VERIFIED &amp; SIGNED BY PLANNER</b>	<b>NAME: Bongwiwe Zondo</b>		

Outstanding information (to be completed by Planner):

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- NOTES:**
1. The documentation is not considered as a registered application until such time as it has been scrutinized, all outstanding information (if any) has been submitted and payment is reflected in Council's bank account, after Applicant has been requested by Admin to make payment.
  2. Should it be found that the application is not complete, the Applicant will be notified of outstanding information [s41(1)(c)(ii)].
  3. Once payment has been confirmed and the application has been registered, the Applicant will be notified of the complete application [s41(1)(c)(i)] and will receive instructions to advertise [s48(4)].
  4. Should the outstanding information and/or payment of fees not be received, the applicant will be notified that the application will not proceed due to failure to submit required information [s41(4)].



**friedlaender, burger & volkmann**

PROFESSIONAL LAND SURVEYORS SECTIONAL TITLE CONSULTANTS MAPPING CONSULTANTS

39 Herde Str, Stellenbosch, 7600

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+27 21 8864004

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info@fbvsurvey.co.za

www.fbvsurvey.co.za

Our ref: ERF16489

31/3/2021

The Municipal Manager

Landuse.Enquiries@stellenbosch.gov.za

Dear Sir/Madam

**APPLICATION FOR CLOSURE OF PUBLIC PLACE IN TERMS OF SECTION 15 (2)(n) & FURTHER EXEMPTION IN TERMS OF SECTION 24 (1)(d) & (e) – STELLENBOSCH MUNICIPALITY PLANNING BY-LAW**

**ERF 16489 STELLENBOSCH**

Please find herewith our electronic submission of the application and supporting documents in the above matter.

Please contact our office if further information is required.

Yours sincerely

D.P. Burger

**pp. Friedlaender, Burger and Volkmann**





STELLENBOSCH

STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNISIPALITEIT • UMASIYALA • MUNICIPALITY

## PLANNING & ECONOMIC DEVELOPMENT

LAND USE APPLICATION – CHECK LIST				Date	28/01/2021	
Erf/Erven/ Farm no	ERF 16489	Portion(s) if farm	N/A	Allotment Area	Stellenbosch	
Owner/ Applicant	Damien Burger		Contact number	021 886 4004		
Email address	damien@fbvsurvey.co.za					
INDICATE WHICH OF THE FOLLOWING FORM PART OF THE DOCUMENTATION				OWNER/APPLICANT TO INDICATE		CUSTOMER INTERFACE VERIFY <input checked="" type="checkbox"/> *
				YES	NO	
1. Application form completed in full and signed?				<input checked="" type="checkbox"/>	<input type="checkbox"/>	
2. Correct copy of the Title Deed of the property?				<input checked="" type="checkbox"/>	<input type="checkbox"/>	
3. Motivation attached?				<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4. Site Development Plan / Subdivision Plan / Consolidation Plan (A4/A3 size in colour?)				<input checked="" type="checkbox"/>	<input type="checkbox"/>	
5. Property Registered in a Trust or Company – Power of Attorney as well as Trust / Company Resolution				<input checked="" type="checkbox"/>	<input type="checkbox"/>	
6. Neighbours Consent Forms (completed in full and signed) / Locality Plan indicating advertising to be undertaken				<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Five (5) sets of copies of all documentation (One set for permanent departure applications)				<input type="checkbox"/>	<input checked="" type="checkbox"/>	
8. Proof of payment				<input type="checkbox"/>	<input checked="" type="checkbox"/>	
SIGNED BY OWNER/APPLICANT						
VERIFIED & SIGNED BY CUSTOMER INTERFACE OFFICER						

\*Verification only of the documentation attached and not the completeness or correctness of that documentation.

\*\*Please note that your documentation is not considered as a submitted application until such time as it has been scrutinized, all initial outstanding information (if any) has been submitted and payment is reflected in Council's bank account.

\*\*\*Should the initial outstanding information and/or payment of fees not be received, all documentation will be discarded.

Outstanding information (to be completed by planner):

\_\_\_\_\_  
Planner

\_\_\_\_\_  
Date



# STELLENBOSCH

STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

## LAND USE PLANNING APPLICATION FORM 2017

(Section 15 of the Stellenbosch Municipal Land Use Planning By-Law (2015) and other relevant legislation)

**KINDLY NOTE:** Please complete this form using BLOCK letters and ticking the appropriate boxes.

### PART A: APPLICANT DETAILS

First name(s)	Damien				
Surname	Burger				
Company name (if applicable)	Friedlaender, Burger and Volkmann				
Postal Address	P.O. Box 154, Stellenbosch				
			Postal Code	7599	
Email	damien@fbvsurvey.co.za				
Tel	+27 21 8864004	Fax	+27 21 8878088	Cell	+27 83 454 3467

### PART B: REGISTERED OWNER(S) DETAILS (If different from applicant)

Registered owner(s)	Stellenbosch Municipality				
Physical address	Plein Street				
			Postal code	7599	
E-mail					
Tel		Fax	N/A	Cell	

### PART C: PROPERTY DETAILS (in accordance with title deed)

Erf No.	16489	Portion(s) if Farm		Allotment area	Stellenbosch		
Physical Address	Doornbosch Road						
	Stellenbosch						
Current Zoning	Education Zone	Extent	1,7199 m <sup>2</sup>	Are there buildings?	existing	Y	<b>NX</b>

Applicable Zoning Scheme	Stellenbosch Municipality										
Current Land Use	Education										
Title Deed number and date	T	37446/1979									
Attached Conveyance's Certificate	Y	X	Any Restrictions into the Attached Conveyance's Certificate? If yes, please list condition(s) as per certificate								
Are the restrictive conditions in favour of a third party(ies)?	Y	X	If Yes, list the party(ies):								
Is the property encumbered by a bond?	Y	X	If Yes, list the bondholder(s):								
Is the property owned by Council?	X	N	If Yes, kindly <u>attach a power of attorney</u> from the Manager Property Management								
Is the building located within the historical core?	Y	X	Is the building older than 60 years?	Y	X	Is the application triggered by the National Heritage Resources Act, 1999 (Act 25 of 1999) <sup>1</sup>	Y	X	If Yes, kindly indicate which section are triggered and attached the relevant permit if applicable.		
Any existing unauthorized buildings and/or land use on the subject property(ies)?	Y	X	If yes, is this application to legalize the building / land use <sup>2</sup> ?			Y	X				
Are there any pending court case(s) / order(s) relating to the subject property(ies)?	Y	X	Are there any land claim(s) registered on the subject property(ies)?			Y	X				
<b>PART D: PRE-APPLICATION CONSULTATION</b>											
Has there been any pre-application consultation?	Y	X	If Yes, please attach the minutes of the pre-application consultation.								
<b>PART E: LAND USE PLANNING APPLICATIONS AND APPLICATION FEES PAYABLE</b>											
<b>APPLICATIONS IN TERMS OF SECTION 15 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW (2015)</b>											
Tick	<b>Type of application: Cost are obtainable from the Council Approved tariffs<sup>3</sup></b>										
	15(2)(a) Rezoning of Land										
	15(2)(b) a permanent departure from the development parameters of the zoning scheme										
	15(2)(c) a departure granted on a temporary basis to utilise land for a purpose not permitted in terms of the primary rights of the zoning applicable to the land;										
	15(2)(d) a subdivision of land that is not exempted in terms of section 24, including the registration of a servitude or lease agreement;										
	15(2)(e) a consolidation of land that is not exempted in terms of section 24;										

<sup>1</sup> All applications triggered by section 38(1)(a)-(e) in terms of the National Heritage Resources Act, 1999 (Act 25 of 1999) may not be processed without a permit issued by the relevant department

<sup>2</sup> No application may be submitted to legalize unauthorised building work and or land use on the property if a notice have been served in terms of Section 87(2)(a), and until such time a Section 91 Compliance Certificate have been issued in terms of the Stellenbosch Land Use Planning By-law (2015)

<sup>3</sup> <http://www.stellenbosch.gov.za/documents/idp-budget/2017-2/4873-appendix-3-tariff-book-2017-2018/file>

	15(2)(f) a removal, suspension or amendment of restrictive conditions in respect of a land unit;
	15(2)(g) a permission required in terms of the zoning scheme;
	15(2)(h) an amendment, deletion or imposition of conditions in respect of an existing approval;
	15(2)(i) an extension of the validity period of an approval
	15(2)(j) an approval of an overlay zone as contemplated in the zoning scheme;
	15(2)(k) an amendment or cancellation of an approved subdivision plan or part thereof, including a general plan or diagram ;
	15(2)(l) a permission required in terms of a condition of approval;
	15(2)(m) a determination of a zoning;
<b>X</b>	15(2)(n) a closure of a public place or part thereof;
	15(2)(o) a consent use contemplated in the zoning scheme;
	15(2)(p) an occasional use of land;
	15(2)(q) to disestablish a home owner's association
	15(2)(r) to rectify a failure by a home owner's association to meet its obligations in respect of the control over or maintenance of services;
	15(2)(s) a permission required for the reconstruction of an existing building that constitutes a non-conforming use that is destroyed or damaged to the extent that it is necessary to demolish a substantial part of the building.
	15(2)(6) When the Municipality on its own initiative intends to conduct land development or an activity
	15(2)(l) Amendment of Site Development Plan
	15(2)(l) Compilation / Establishment of a Home Owners Association Constitution / Design Guidelines

<b>OTHER APPLICATIONS</b>	
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	Deviation from Council Policies/By-laws;	R
<b>X</b>	Other (specify) : Exemption in terms of Section 24(1) (d) and (e)	R
<b>TOTAL A:</b>		<b>R</b>

<b>PRESCRIBED NOTICE AND FEES** (for completion and use by official)</b>	
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Tick	Notification of application in media	Type of application	Cost
	<b>SERVING OF NOTICES</b>	Delivering by hand; registered post; data messages	R
	<b>PUBLICATION OF NOTICES</b>	Local Newspaper(s); <i>Provincial Gazette</i> ; site notice; Municipality's website	R
	<b>ADDITIONAL PUBLICATION OF NOTICES</b>	Site notice, public meeting, local radio station, Municipality's website, letters of consent or objection	R
	<b>NOTICE OF DECISION</b>	<i>Provincial Gazette</i>	R
	<b>INTEGRATED PROCEDURES</b>	T.B.C	R

<b>TOTAL B:</b>		<b>R</b>
<b>TOTAL APPLICATION FEES*</b> (TOTAL A + B)		<b>R</b>

\* Application fees that are paid to the Municipality are non-refundable and proof of payment of the application fees must accompany an application.

\*\* The applicant is liable for the cost of publishing and serving notice of an application. Additional fees may become applicable and the applicant will be informed accordingly.

<b>BANKING DETAILS</b>	
------------------------	--

Name:	Stellenbosch Municipality
Bank:	NEDBANK
Branch no.:	198765
Account no.:	1152271679
SWIFT	NEDSZAJJ
<b>Payment reference:</b> (Erf/Farm number)	.....

DETAILS FOR INVOICE	
Name & Surname/Company name (details of party responsible for payment)	<b>Friedlaender, Burger and Volkmann</b>
Postal Address	<b>P.O. Box 154, Stellenbosch, 7599</b>
Vat Number (where applicable)	<b>4130103692</b>

PART F: DETAILS OF PROPOSAL							
Building line encroachment	Street		From	m	To	m	
	Street		From	m	To	m	
	Side		From	m	To	m	
	Side		From	m	To	m	
	Aggregate side		From	m	To	m	
	Rear		From	m	To	m	
Exceeding permissible site coverage		From	%	To	%		
Exceeding maximum permitted bulk / floor factor / no of habitable rooms		From		To			
Exceeding height restriction		From	m	To	m		
Exceeding maximum storey height		From	m	To	m		
Consent/Conditional Use/Special Development							
To permit..... in terms of Section.....of the.....Zoning Scheme Regulations							
Other (please specify)		<hr/> <hr/> <hr/>					

**Brief description of proposed development / intent of application:**  
 Closure of portion of road currently used as sports field. Exemption in terms of Section 24(1)(d) & (e) to alter a public street & consolidate a closed public place with Erf 16491.

**PART G: ATTACHMENTS AND SUPPORTING INFORMATION AND DOCUMENTATION FOR LAND USE PLANNING APPLICATION**

Complete the following checklist and attach all the information and documentation relevant to the proposal. Failure to submit all information and documentation required will result in the application being deemed incomplete.

Information and documentation required

<input checked="" type="checkbox"/>	N		Power of attorney / Owner's consent if applicant is not owner	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Bondholder's consent (if applicable)
<input type="checkbox"/>	<input checked="" type="checkbox"/>		Resolution or other proof that applicant is authorised to act on behalf of a juristic person	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Proof of any other relevant right held in the land concerned
<input checked="" type="checkbox"/>	N		Written motivation pertaining to the need and desirability of the proposal	<input checked="" type="checkbox"/>	N	S.G. diagram / General plan extract (A4 or A3 only)
<input checked="" type="checkbox"/>	N		Locality plan (A4 or A3 only) to scale	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Site development plan or conceptual layout plan (A4 or A3 only) to scale
<input checked="" type="checkbox"/>	N		Proposed subdivision plan (A4 or A3 only) to scale	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Proof of agreement or permission for required servitude
<input type="checkbox"/>	<input checked="" type="checkbox"/>		Proof of payment of application fees	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Proof of registered ownership ( <b>Full copy of the title deed</b> )
<input type="checkbox"/>	<input checked="" type="checkbox"/>		Conveyancer's certificate	<input type="checkbox"/>	N/A	Minutes of pre-application consultation meeting (if applicable)
<input type="checkbox"/>	N	<input checked="" type="checkbox"/>	Consolidation plan (A4 or A3 only) to scale	<input type="checkbox"/>	N	<input checked="" type="checkbox"/> Land use plan / Zoning plan (A4 or A3 only) to scale
<input type="checkbox"/>	N	<input checked="" type="checkbox"/>	Street name and numbering plan (A4 or A3 only) to scale	<input type="checkbox"/>	N	<input checked="" type="checkbox"/> 1 : 50 / 1:100 Flood line determination (plan / report) (A4 or A3 only) to scale
<input type="checkbox"/>	N	<input checked="" type="checkbox"/>	Landscaping / Tree plan (A4 or A3 only) to scale	<input type="checkbox"/>	N	<input checked="" type="checkbox"/> Home Owners' Association consent
<input type="checkbox"/>	N	<input checked="" type="checkbox"/>	Abutting owner's consent	<input type="checkbox"/>	N	<input checked="" type="checkbox"/> Services Report or indication of all municipal services / registered servitudes
<input type="checkbox"/>	N	<input checked="" type="checkbox"/>	Copy of Environmental Impact Assessment (EIA) / Heritage Impact Assessment (HIA) / Traffic Impact Assessment (TIA) / Traffic Impact Statement (TIS) / Major Hazard Impact Assessment (MHIA) / Environmental Authorisation (EA) / Record of Decision (ROD)	<input type="checkbox"/>	N	<input checked="" type="checkbox"/> Proof of failure of Home owner's association
<input type="checkbox"/>	N	<input checked="" type="checkbox"/>	Copy of original approval and conditions of approval	<input type="checkbox"/>	N	<input checked="" type="checkbox"/> Any additional documents or information required as listed in the pre-application consultation form / minutes
<input type="checkbox"/>	N	<input checked="" type="checkbox"/>	Proof of lawful use right	<input type="checkbox"/>	N	<input checked="" type="checkbox"/> Other (specify)
<input type="checkbox"/>	N	<input checked="" type="checkbox"/>	Required number of documentation copies	<input type="checkbox"/>	N	<input checked="" type="checkbox"/>

**PART H: AUTHORISATION(S) SUBJECT TO OR BEING CONSIDERED IN TERMS OF OTHER LEGISLATION**

Y	<input checked="" type="checkbox"/>	If required, has application for EIA / HIA / TIA / TIS / MHIA approval been made? If yes, attach documents / plans / proof of submission etc.	Specific Environmental Management Act(s) (SEMA) (e.g. Environmental Conservation Act, 1989 (Act 73 of 1989))		
			Y	<input checked="" type="checkbox"/>	National Environmental Management: Air Quality Act, 2004 (Act 39 of 2004)
Y	<input checked="" type="checkbox"/>	Subdivision of Agricultural Land Act, 1970 (Act 70 of 1970)	Y	<input checked="" type="checkbox"/>	National Environmental Management: Waste Act, 2008 (Act 59 of 2008)
Y	<input checked="" type="checkbox"/>	Spatial Planning and Land Use Management Act, 2013 (Act 16 of 2013)(SPLUMA)	Y	<input checked="" type="checkbox"/>	National Water Act, 1998 (Act 36 of 1998)
Y	<input checked="" type="checkbox"/>	Occupational Health and Safety Act, 1993 (Act 85 of 1993): Major Hazard Installations Regulations	Y	<input checked="" type="checkbox"/>	Other (specify)
Y	<input checked="" type="checkbox"/>	Land Use Planning Act, 2014 (Act 3 of 2014) (LUPA)			
Y	<input checked="" type="checkbox"/>	Do you want to follow an integrated application procedure in terms of section 44(1) of the Stellenbosch Municipality Land Use Planning By-Law? If yes, please attach motivation.			

**SECTION I: DECLARATION**

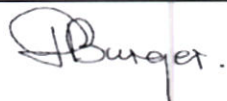
I hereby wish to confirm the following :

1. That the information contained in this application form and accompanying documentation is complete and correct.
2. I'm aware that it is an offense in terms of section 86(1)(e) to supply particulars, information or answers knowing the particulars, information or answers to be false, incorrect or misleading or not believing them to be correct.
3. I am properly authorized to make this application on behalf of the owner and that a copy of the relevant power of attorney or consent is attached hereto.
4. Where an agent is appointed to submit this application on the owner's behalf, it is accepted that correspondence from and notifications by the Municipality in terms of the by-law will be sent only to the agent and that the owner will regularly consult with the agent in this regard.
5. I confirm that the relevant title deed(s) have been read and that there are no restrictive title deed restrictions, which impact on this application, or alternatively an application for removal/suspension or amendment forms part of this submission.
6. I confirm that I have made known all information relating to possible Land / Restitution Claims against the application property.
7. It is the owner's responsibility to ensure that approval is not sought for a building or land use which will be in conflict with any applicable law.
8. The Municipality assesses an application on the information submitted and declarations made by the owner or on his behalf on the basis that it accepts the information so submitted and declarations so made to be correct, true and accurate.
9. Approval granted by the Municipality on information or declarations that are incorrect, false or misleading may be liable to be declared invalid and set aside which may render any building or development pursuant thereto illegal.
10. The Municipality will not be liable to the owner for any economic loss suffered in consequence of approval granted on incorrect, false or misleading information or declarations being set aside.
11. Information and declarations include any information submitted or declarations made on behalf of the owner by a Competent Person/professional person including such information submitted or

declarations made as to his or her qualification as a Competent person and/or registration as a professional.

- 12. A person who provides any information or certificate required in terms of Regulation A19 of the National Building Regulations and Building Standards Act No 103 of 1977 which he or she knows to be incomplete or false shall be guilty of an offence and shall be prosecuted accordingly.
- 13. A person who supplies particulars, information or answers in a land use application in terms of the Stellenbosch Municipality Land Use Planning By-law knowing it to be incorrect, false or misleading or not believing them to be correct shall be guilty of an offence and shall be prosecuted accordingly.
- 14. The Municipality will refer a complaint to the professional council or similar body with whom a Competent Person/professional person is registered in the event that it has reason to believe that information submitted or declaration/s made by such Competent Person/professional person is incorrect, false or misleading.

Applicant's signature: \_\_\_\_\_



Date: \_\_\_\_\_

28 January 2021

Full name: \_\_\_\_\_

Damien Pieter Burger

Professional capacity: \_\_\_\_\_

Pr. Land Surveyor

**FOR OFFICE USE ONLY**

Date received: \_\_\_\_\_

Received By: \_\_\_\_\_

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## Proposed Road Closure

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**CLOSURE OF PORTION OF PUBLIC PLACE IN TERMS  
OF SECTION 15(2) (n)**

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**EXEMPTION IN TERMS OF SECTION 24(1) (d) & (e)  
TO ALTER A PUBLIC STREET and  
CONSOLIDATE WITH ADJOINING PROPERTY**

---

*Prepared by*

Friedlander, Burger and Volkmann  
House 4 Patrysvlei Estate, Stellenbosch, 7600 | P.O. Box 154, Stellenbosch, 7599  
Tel +27 21 8864004 Fax +27 21 8878088 Email [info@fbvsurvey.co.za](mailto:info@fbvsurvey.co.za)

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## 1 Proposal

Acting on behalf of the owners of Erf 16489 Stellenbosch (“the property”) we propose to close a portion of a Public Place (Road) and consolidation the closed portion with the adjoining Erf

A locality plan is provided as **Annexure A** and a plan of proposed subdivision as **Annexure B**

In terms of Section 15 (2) (n) and 24(1) (d) and 24(1) (e) of the Stellenbosch Municipality Planning Land Use Planning By-Law, application is therefore made for the

- i. Closure of part of a public place, Portion A measuring  $\pm 9161\text{m}^2$ , a portion Erf 16489 Stellenbosch
- ii. Alteration of a public street
- iii. Consolidation of closed road, Portion A, with the adjoining property Erf 16491 Stellenbosch

## 2 Pre-Application Scrutiny Feedback

The pre-application scrutiny feedback is attached as **Annexure C**

## 3 Authority to apply

The Properties are owned by:

- Erf 16489 – Stellenbosch Municipality  
The title deed is attached as **Annexures D and E** and the power of attorney/and authorisation as **Annexure E**
- Erf 16491 (Ptn 25 of Farm No.292) – has not yet been registered.  
Erf 16491 is a consolidation of Portions 8 & 20 of Farm No.292  
Portion 20 is also unregistered.  
Portion 8 is registered in the name of the Government of the Western Cape.  
The Department & Municipality have entered into a Memorandum of agreement that confirms that the subdivision must be consolidated with the adjoining property.  
Memorandum of agreement as attached as **Annexure F**

## **4 The Erven**

### **4.1 Description**

**Erf 16489** – measuring 1,7199 ha - comprised part of Doornbosch Road and part of the Rhenish High School Sports fields.

**Erf 16491** – measuring 7,0045 ha – is the Rhenish High School site.

The diagrams are attached as **Annexures G & H**

### **4.2 Current use and zoning**

The properties are zoned Education Zone. An extract from the Zoning plans is attached as **Annexure I**

No rezoning is required as part of the application.

Portion A has been part of the Rhenish High School Grounds since the school moved in 1958 and currently still is utilised as a sport field.

With the development and construction of Doornbosch Road around 1979, Erf 16489 (Ptn 15 of Farm No. 292) was subdivided and transferred to the Municipality.

Portion A however continued to be used as a sport field by Rhenish as still is the situation today.

### **4.3 Access**

There is an existing access off Doornbosch Road to Portion A. The main access to Rhenish High School is off Koch Street.

### **4.4 Services**

There are no municipal services connected to the property as it is used as a sports field

#### **4.5 Restrictive Title Conditions**

There are no restrictive Title Conditions

### **5 Reason for the proposal**

Rhenish High School is busy with extensive development of their sporting facilities and with the preparation of building plans it was discovered that the property they have been using for years actually belongs to the Municipality.

The Municipality and the Western Cape Government via its Department of Transport and Public Works have now signed a Memorandum of Agreement to transfer the land to rectify the situation.

The Surveyor General has confirmed that on his records that Portion A is technically part of a Public Street. The Status Report is attached as **Annexure J**.

The closure of portion of a public place in terms of Section 15 (2) (n) is required notwithstanding the Education Zoning of Portion A.

The Department has requested that Portion A be consolidated with the adjoining property so that all internal boundary lines fall away, and the school property can be utilised as one property.

### **6 Motivation**

#### **6.1 Closure of portion of a Public Place**

Portion A has been used as sports fields for Rhenish High School for more than 40 years as if it were part of the school and has never been used as a road.

The Zoning Scheme also indicates the zoning to be Education Zone further confirming that it has always been seen and treated as if it were part of the school.

The Municipality has agreed to transfer the land to the Western Cape Government provided that it be utilised for educational purposes.

Technically, although zoned as Educational, Portion A is part of Erf 16489 that has the status of road. Portion A has never been used as a road and falls within the fenced property of Rhenish High School.

In order to transfer Portion A to the Western Cape Government it must first be closed as Public Place to enable it to be utilised for educational purposes as per the allocated zoning.

## **6.2 Subdivision & consolidation**

After closure of portion of a public place a diagram is required to amend the public place and it is required that the closed portion be consolidated with the adjoining property

The application meets all the requirements for an Exemption in terms of Section 24 (d) and (e) of the By – Law

- (d) The consolidation of closed public place with an abutting erf
- (e) The construction or alteration of a public or proclaimed street

There is no impact on surrounding properties as the application is effectively an adjustment of boundaries between the two properties.

After consolidation, no additional land unit is created.

## **6.3 Principles of IDP & Municipal SDF**

The application is in line with the principles of both the IDP and SDF.

There is no negative impact on the natural environment, cultural heritage, or transport as a result of the road closure, subdivision and consolidation as the current educational usage stays the same and it has never been used as road.

There is no new development or change in land use or zoning as a result of the road closure and consolidation.

#### **6.4 Summary**

No reason for refusal of the application is apparent and the Municipality has already entered into a Memorandum of Agreement with the Western Cape Government via the Department of Transport and Public Works to alienate the property.

#### **7 List of annexures**

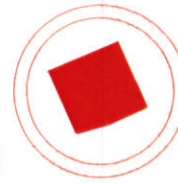
Annexure A	Locality Plan
Annexure B	Layout Plan of Proposal
Annexure C	Pre-application scrutiny feedback
Annexure D	Title Deed of Erf 16489
Annexure E	Power of Attorney and authorization of Erf 16489
Annexure F	Memorandum of agreement
Annexure G	Diagram of Erf 16489
Annexure H	Diagram of Erf 16491
Annexure I	Extract of Zoning plans
Annexure J	Status Report

ANNEXURE A

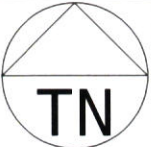

KLEINVALLEI

DEVONVALLEI

DIE BOORD



DALSIG

	<b>Caveat</b> 1. Any areas and dimensions are provisional and will be finalised at time of subdivision survey. 2. All levels are to be confirmed prior to construction.	Scale 1:20000 @A4	Date:December 2020	Contours: N/A	System: WG 19
		LOCALITY PLAN			
		Ref:ERF16489	Dwg:LOCALITY		



# Annexure B

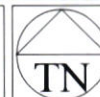


**Notes:**

1. The figure ABCD represents Portion of Erf 16489 (Road) to be closed.
2. Portion A to be consolidated with Erf 16491.

**Caveat**

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



Scale 1:2000 @ A4

Date: 31 March 2021

Contours: N/A

System: WG 19

ERF 16489 STELLENBOSCH  
 PROPOSED ROAD CLOSURE,  
 SUBDIVISION AND CONSOLIDATION WITH  
 ERF 16491 STELLENBOSCH

**fbv**  
 friedlaender, burger & volkmann

Ref:ERF16489

Dwg:PROP SUB-REV1



# ANNEXURE C STELLENBOSCH

STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

Damien Burger (Friedlaender, Burger & Volmann (Pty) Ltd)  
damien@fbvsurvey.co.za  
021 886 4004

11 December 2020

**SUBJECT: PRE-APPLICATION SCRUTINY FEEDBACK, ERF 16489 STELLENBOSCH**

1. Your pre-application scrutiny submission on the above property dated **04 December 2020**, refers.
2. Your submission has been duly scrutinized for your intended land use application.
3. Your intended land use application as depicted in the submission represents on face value an accurate approach to the prevailing provisions in the Stellenbosch Land Use Planning Bylaw (2015) [SLUPB] and Stellenbosch Zoning Scheme Bylaw (2019) [SZSB].
4. The intended land use and/ or land development application also needs to fulfil the requirements as stipulated in Section 38 of the SLUPB. The required application documents and related information on any applicable Bylaws, Policies and Spatial Plans are available on the Planning Portal of the Municipal Website. (<https://www.stellenbosch.gov.za/documents/planning-and-building-plans/planning-portal>).
5. Please note that the sole purpose of this pre-application scrutiny feedback is to facilitate an accurate approach for the intended land use and/ or land development application. The feedback should consequently not be interpreted to represent any position on the merit nor desirability of such intended land use and/ or land development application, which can only be determined once a complete application has been received and duly processed and decided on by the authorised decision maker.
6. It should also be noted that the complete application should first be submitted without the payment of any applicable application fees. Only when satisfied that a complete and accurate application has been submitted, will a proforma invoice be submitted to the applicant with payment instructions. Once proof of payment is received, the application will be regarded as duly submitted in accordance with a notice as contemplated in terms of Section 41(1)(c)(i) of the SLUPB.
7. For any enquiries on this correspondence please respond by e-mail to the writer hereof.

Kind regards

Bongiwe Zondo  
[bongiwe.zondo@stellenbosch.gov.za](mailto:bongiwe.zondo@stellenbosch.gov.za)

# ANNEXURE D

14-09-1979.

23-11-1979

ORIGINAL OORSPRONKLIKE STAMPED OORSEEL
<i>afgeskied</i>
DISTRICT VEELMOEDIGHEID
SPANNINGSDISTRICT
WEGWYSE

T 37446	1979
---------	------

Opgestel deur my,  
*[Handwritten Signature]*  
TRANSPORTBESORGER.

## A K T E \_ V A N \_ T R A N S P O R T

SY DIT HIERBY KENTLIK:

DAT CHARLES ROBERT KANNENBERG voor my, die REGISTRATEUR VAN AKTES te KAAPSTAD verskyn het, hy, die Komparant, daartoe behoorlik gemagtig kragtens, 'n Volmag aan hom verleen deur:-

NO.	NO.	REKORD
R		
S		
P		
VERLEEN		

HENRY REITZ VAN VELDEN GIE in sy hoedanigheid as Provinsiale Sekretaris en PHILIPPUS STEFANUS MEYER in sy hoedanigheid as Direkteur van Onderwys, synde die Onderwystrustees daargestel kragtens Artikel 193 van Ordonnansie Nr. 20 van 1956, soos gewysig deur Artikel 2 van Ordonnansie Nr. 5 van 1969

gedateer 15 Augustus 1979 en geteken te KAAPSTAD.

EN die genoemde Komparant het verklaar dat sy prinsipaal die gemelde

ONDERWYSTRUSTEES

waarlik/....

waarlik en wettiglik geskenk het aan die MUNISIPALITEIT STELLENBOSCH op die 29ste September 1978 welke skenking deur hul op die 1ste Augustus 1979 te Stellenbosch aanvaar was, en dat die ONDERWYSTRUSTEES by hierdie Akte sedeer en transporteer, in volle en vrye eiendom, aan en ten behoeve van die

MUNISIPALITEIT STELLENBOSCH

die se opvolgers in titel of regverkrygendes:-

1. SEKERE: stuk eiendomsgrond, synde Gedeelte 16 (n gedeelte van Gedeelte 10) van die plaas Doornbosch Nr. 292, geleë in die Munisipaliteit en Administratiewe Distrik van Stellenbosch;  
GEHOU deur die ONDERWYSTRUSTEES kragtens Transportakte Nr. 29729 gedateer 5 September 1974;

GROOT: 9 194 (Negeduisend Eenhonderd Vier en Negentig) Vierkante Meters;  
SOOS MEER VOLLEDIG SAL BLYK UIT AANGEHEGTE KAART NR. 183/79.

I. ONDERHEWIG aan die voorwaardes waarna verwys word in Transportakte Nr. 2323 gedateer 20 April 1932.

II. MET DIE VOORDEEL van die spesiale voorwaardes, opgelê deur die Testament van wyle Paul Ryk Roux, wie op 5 September 1908 (136/665) oorlede is, soos uiteengesit in gemelde Transportakte No. 2323 gedateer 20 April 1932:-

"Het/.....

WHITE GROUP  
BLANKE GROEP

"Het water zal om de helft moeten verdeeld worden en zal vryen loop hebben van den eene naar den anderen: ,94 meter grond zullen aan ieder zyde van den sloot moeten gelaten worden tot schoonmaking om opruiming van den sloot. De drinkfontein zal gezamentlyk zyn en zal vryen toegang moeten gelaten worden voor de belanghebbenden of diensonderhoorigen tot het halen van water."

Die voorafgaande voorwaarde het betrekking op -

- (a) watervore soos op die Kaart (218/1909) van Lot M aangetoon;
- (b) Die fontein gemerk S op die Kaart (218/1909) van Lot M buite die figuur van Lot M en ook gemerk "Common Spring" op kaart geheg aan Transportakte No. 73 - 1 Junie 1793, op beide van welke kaarte 3,78 meter pad aangetoon is (gemerk c tot M op Kaart No. 218/1909 van Lot M en gemerk x tot M op kaart geheg aan Transportakte No. 73 - 1 Junie 1793), 1,89 meter op elke kant van die grens asook n pad gemerk M - S op kaart No. 218/1909 van Lot M buite die figuur daarvan en ook aangedui op Kaart geheg aan Transportakte No. 73 - 1 Junie 1793 lopende vanaf M tot "Common Spring" daarop, welke fontein en paaie gemeenskaplik is met Lot M, en met die restante aangedui op kaarte geheg aan Transportaktes No. 73 - 1 Junie 1793 en No. 205 - 15 Desember 1864; welke restante oorgedra was ten gunste van die boedel wyle Paul Hendrik Roux, wie oorlede is op 11 Julie 1930, 26958, kragtens Transportakte No. 2324 -

CWA

W

20 April/.....

20 April 1932, die gemelde spesiale voorwaardes synde vir die voordeel van gemelde Lot M en die gemelde restante.

Die pad waarna hierbo verwys word, word aangedui deur die lyn Da op Kaart 10739/73 en stel die middellyn voor van n pad 3,78m wyd en 1,89m wyd aan beide kante van die grens Da.

III. GEREGTIG op die voordeel van die voorwaarde, uiteengesit in Transportakte Nr. 5745 gedateer 23 April 1955, dat die grond daaronder getranspoteer, naamlik gedeelte 10, groot 6,8523 hektaar, sonder enige waterregte getranspoteer is

2. SEKERE:

stuk eiendomsgrond, synde Gedeelte 15 (gedeelte van Gedeelte 6) van die plaas Doornbosch Nr. 292, geleë in die Munisipaliteit en Administratiewe Distrik van Stellenbosch;  
OORSPRONKLIK getranspoteer aan Andries Christoffel Van der Byl Blake kragtens Sertifikaat van Gewysigde Titel op Konsolidasie Nr. 9587 gedateer 23 Junie 1954 EN LAASTENS gehou deur die ONDERWYS-TRUSTEES kragtens Transportakte Nr. 15829 gedateer 2 Junie 1976 (Paragraaf 2).

GROOT:

1,7199 (Een komma sewe een nege nege) Hektaar;

SOOS MEER VOLLEDIG SAL BLYK UIT AANGEHEGTE KAART NR. 182/79.

I. ONDERHEWIG aan die voorwaarde waarna verwys word in Akte van Transport Nr. 7083 gedateer 9 Mei 1952.

II. MET/.....

WHITE GROUP  
BLANKE GROEP

6/19

2000

II. MET DIE VOORDEEL van die volgende spesiale voorwaardes gemeld in Akte van Transport Nr. 2324 gedateer 20 April 1932 opgelê deur die Testament van Paul Hendrik Roux, wie oorlede is op 5 September 1908 (Nr. 136/665) naamlik:-

"Het water zal om de helft moeten verdeeld worden en zal vryen loop hebben van den eene naar den anderen; 0,94 meter grond zullen aan ieder zyde van den sloot moeten gelaten worden tot schoonmaking om op - ruiming van der sloot. De drinkfonteinen zal gezamentlyk zyn en zal vryen toegang moeten gelaten worden voor de belaghebbenden of diensonderhoorigen tot het halen van water."

die voorafgaande voorwaardes verwys na

- "(a) water furrows as indicated on diagram (No. 218/1909)
- (b) Spring markes S on diagram (No. 218/1909) of Lot M outside of the figure of Lot M and also marked "Common Spring" on diagram belonging to Transfer No. 73 - 1 June 1793 (marked "Common Spring" on the diagram No. 2132/53 annexed to the aforesaid Certificate of Amended Title on Consolidation) on both which diagrams is shown a 3,78 metre road marked c to M on diagram (No. 218/1909) of Lot M and marked x to M on diagram (belonging to Transfer No. 73 - 1 June 1793)(marked a to x on Diagram No. 2132/53 annexed to the aforesaid Certificate of Amended Title on Consolidation) 1,89 metre on either side of boundary as also a road marked M - S on diagram No. 218/1909 of Lot M outside the figure thereof and also shown on

Diagram/.....

SM

SM

Diagram belonging to Transfer No. 73 - 1 June, 1793 running from M to "Common Spring" thereof (marked x to "Common Spring" on the Diagram No. 2132/53 annexed to the aforesaid Certificate of Amended Title on Consolidation) which Spring and Roads are common to Lot M and to Remainers in Diagrams belonging to Transfer

No. 73 - 1 June 1793  
No. 205 - 15 December 1864.

Al die bogenoemde Spesiale Voorwaardes met die voordeel van

Lot M Transfer No. 2323 dated 20th April, 1932,  
to Estate J.P. Roux,

and

Remainers in Diagrams belonging to  
Transfer No. 73 - 1 June 1793,  
No. 205 - 15 December 1864.

III. ONDERHEWIG aan en GEREGTIG tot die voordeel van die voorwaardes verwys na in die endossement gedateer 23 Junie 1954 op Sertifikaat van Gewysigde Titel in Konsolidasie Nr. 9587 gedateer 23 Junie 1954, wat soos volg lees:-

"Onder Akte van Transport Nr. 9588 gedateer 2 Junie 1976 Gedeelte 1 groot 4,3828 Hektaar hierby oorgedra is:

- (a) Subject to a servitude road 6,30 metres wide, the northern edge of which is represented by the line g.b. on diagram No. 2133/53 of the said Portion 1 in favour of the remainder of within property, subject to a certain condition;
- (b) Subject further to the reservation in favour of the remainder of within property of:

*GM* *CM* (i) All/.....



- (i) All rights to water from the furrow marked on said diagram together with the right of free access, and
- (ii) All other water rights accruing to the farm Doornbosch Annexe measuring 16,2002 Hectares (of which said Portion 1 is a portion) save the right of the said Portion 1 to water out of the common spring shown on said diagram, subject to certain conditions.

Almal waarvan meer volledig sal blyk met verwysing na die genoemde Transportakte.

IV. GEREGTIG tot die Voordeel sonder waterregte soos vervat in Transportakte Nr. 18192 gedateer 4 November 1954.

WESHALWE die Komparant, afstand doende van alle regte en aanspraak wat die gemelde

ONDERWYSTRUSTEES

tevore op die voornoemde eiendom gehad het, ten behoewe soos voormeld, by gevolg ook erken dat die gemelde

ONDERWYSTRUSTEES

geheel en al uit die besit daarvan onthef is en nie meer daartoe geregtig is nie, en dat uit krag van hierdie Akte, die genoemde

MUNISIPALITEIT STELLENBOSCH

die se opvolgers in titel of regverkrygendes, nou en voortaan daartoe geregtig sal wees ooreenkomstig plaaslike gebruik, die Staat nogtans sy reg behoudende.

GVA


WA


TEN/.....

TEN blyke waarvan ek, die genoemde Registrateur van Aktes tesame met die Komparant, hierdie Akte onderteken en met my ampseël bekragtig het.


ALDUS gedoen en onderteken in die Kantoor van die REGISTRATEUR VAN AKTES te KAAPSTAD op die 12<sup>de</sup> dag van Desember Eenduisend Negehonderd Nege-en-Sewentig (1979).

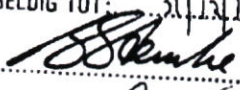

In my teenwoordigheid:

  
-----  
q.q. sy Prinsipaal

  
-----  
REGISTRATEUR VAN AKTES

Geregistreeer in die <sup>Plaas</sup> Erwereregister van Stellenbosch  
Bladsy P. 222151 / P. 222151 /  
op bogemelde datum.

  
R. Bansen  
KLERK IN BEHEER.

2. BELASTINGSERTIFIKAAT UITGEREINIGD	.....
Stellenbosch GELDIG TOT:	31/12/1979
NAGESIEN: 1.	
2.	

For Information Only

764/79/A/S  
/AVZ

1-3-79  
①

Opgestel deur my,

  
TRANSPORTBESORGER.

VOLMAG OM TRANSPORT TE VERLEEN

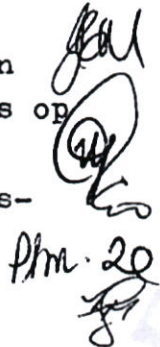
Ons, die ondergetekendes

HENRY REITZ VAN VELDEN GIE in my hoedanigheid as  
Provinsiale Sekretaris en PHILIPPUS STEFANUS MEYER  
in my hoedanigheid as Direkteur van Onderwys, synde  
die Onderwystrustees daargestel kragtens Artikel  
193 van Ordonnansie Nr. 20 van 1956, soos gewysig  
deur Artikel 2 van Ordonnansie Nr. 5 van 1969

benoem, magtig en stel hiermee aan

CHARLES ROBERT KANNENBERG OF DAVID GIDEON CONRADIE OF  
FREDERIK CHRISTIAAN ELS OF PETRUS JOHANNES CILLIÉ

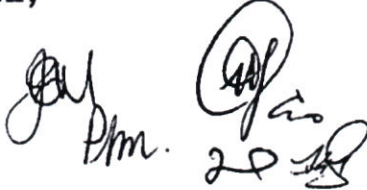
met mag van plaasvervanging om namens ons en ten ons behoeve  
te verskyn voor die Registrateur van Aktes te KAAPSTAD en dan  
en daar namens ons en ten behoeve van ons te verklaar dat ons op  
29 September 1978 die ondergemelde eiendomme waarvan die  
Onderwystrustees die geregistreerde eienaar is kragtens Trans-  
portaktes Nrs. 29729 gedateer 5 September 1974 en Nr. 15829  
gedateer 2 Junie 1976 geskenk het aan



MUNISIPALITEIT STELLENBOSCH

1. SEKERE:

stuk eiendomsgrond, synde Gedeelte 16 (n  
gedeelte van Gedeelte 10) van die plaas  
Doornbosch Nr. 292, geleë in die Munisi-  
paliteit en Administratiewe Distrik van  
Stellenbosch;



GROOT: /.....

For Information Only

GROOT: 9 194 (Negeduisend Eenhonderd Vier en Negentig) Vierkante Meters;

2. SEKERE: stuk eiendomsgrond, synde Gedeelte 15 (n gedeelte van Gedeelte 6) van die plaas Doornbosch Nr. 292, geleë in die Munisipaliteit en Administratiewe Distrik van Stellenbosch;

GROOT: 1,7199 (Een komma sewe een nege nege) Hektaar;

en verder die gemelde grond te sedeer en te transporteer in volle en vrye eiendom, aan en ten behoewe van die gemelde

MUNISIPALITEIT STELLENBOSCH

en afstand te doen van alle regte wat DIE ONDERWYSTRUSTEES voorheen op gemelde eiendomme gehad het, te beloof die gemelde eiendomme te onthef en te waarborg asook dit te bevry van alle laste en hipoteke volgens die wette in verband met die koop en verkoop van vaste eiendom; die nodige Aktes en stukke op te maak en te teken of te laat teken; en in die algemeen en in alle opsigte ten aansien van voormelde doeleindes, alles te doen of te laat doen wat vereis mag word, ewe volkome as wat ons dit self sou doen of kon doen indien ons self teenwoordig was;

en/.....

*[Handwritten signatures and initials]*  
Pkm  
JSM

For Information Only

en ons bevestig en bekragtig hierby en stem in en beloof om te bevestig en te bekragtig alles wat ons genoemde gevolmagtigde kragtens hierdie volmag wettelik sal doen of laat doen.

GETEKEN te *Kaapstad*

op die *15de* dag van *Augustus* 1979.

AS GETUIES:

1. .... *C. van O...* .....

*[Signature]*  
PROVINSIALE SEKRETARIS

2. .... *[Signature]* .....

AS GETUIES:

1. .... *[Signature]* .....

*[Signature]*  
DIREKTEUR VAN ONDERWYS

2. .... *[Signature]* .....

HIERMEE SERTIFISEER EK DAT DIE TRANSAKSIE  
HIERIN BESKRYF, DEUR DIE ADMINISTRATEUR  
GOEDGEKEUR IS.  
KAAFSTAD.  
*[Signature]*  
Direkteur van Werk.  
*15/8/79*



For Information Only

764/79/A/S  
/AVZ

(2)

AANVAARDING VAN SKENKING

Ek, die ondergetekende

GERHARDUS MATTHYS STRYDOM

in my hoedanigheid as Stadsklerk  
van die Munisipaliteit van Stellenbosch, aanvaar hiermee die  
skenking van die ONDERWYSTRUSTEES van die volgende eiendomme:-

1. SEKERE:

stuk eiendomsgrond, synde Gedeelte 16 (n gedeelte van Gedeelte 10) van die plaas Doornbosch Nr. 292, geleë in die Munisipaliteit en Administratiewe Distrik van Stellenbosch;

GROOT:

9 194 (Negeduisend Eenhonderd Vier en Negentig) Vierkante Meters;

GEHOU:

deur die ONDERWYSTRUSTEES kragtens Transportakte Nr. 29729 gedateer 5 September 1974;

2. SEKERE:

stuk eiendomsgrond, synde Gedeelte 15 (n gedeelte van Gedeelte 6) van die plaas Doornbosch Nr. 292, geleë in die Munisipaliteit en Administratiewe Distrik van Stellenbosch;

GROOT:

1,7199 (Een komma sewe een nege nege) Hektaar;



GEHOU: /.....

3

AANSOEK OM HERSTELLING VAN AKTES  
APPLICATION FOR RESTORATION OF DEEDS

Hiermee word aansoek gedoen om die herstelling van die volgende aktes:

Application is hereby made to have the following deeds restored:

.....Onderwys Trustees a.g. Munisipaliteit Stellenbosch.....

.....

.....

.....

Eiendom/Property: 1) Gedeelte 16 (Ged. van Ged. 10) van die plaas Doornbosch Nr. 292  
2) Gedeelte 15 (inged. van ged. 6) van die plaas Doornbosch 292, beide Afd. Stellenbosch

Ek sertifiseer:

- (i) dat ek die grondregister nageslaan het en dat daar geen inskrywing teen die gemelde eiendom/me gemaak is ten opsigte van interdikte, caveatte, geaffekteerde eiendom kragtens Wet 3/1966, onteienings ens. of enige ander inskrywings of feite wat die registrasie van hierdie aktes raak nie; en
- (ii) dat geen interdikte uitstaande is ten opsigte van hierdie aktes of stel aktes.
- (iii) dat ek die toestemming tot hierdie aansoek van alle betrokke firmas het. (Indien enige).

I certify:

- (i) that I have checked the land register and that there is no entry against the within mentioned property/ties in regard to interdicts, caveats, affected property in terms of Act 3/1966, expropriations etc. or any other entry or facts which affects the registration of these deeds; and
- (ii) that there are no interdicts pending in respect of this deed or batch.
- (iii) that I have obtained the consent of all firms concerned to this application. (If any).

  
 .....  
 AKTEVERVAARDIGER  
 CONVEYANCER

Datum/Date: ..10/12/79.....

For Information Only

NOTAS VAN ONDERSOEKERS-EXAMINERS' NOTES

*G. Heidmann*

Verband. Bond.	
Vir Kans. For Canc.....	Vir Ged. Afbet. For Pt. Pmnt.....
Vir Onthef For Release.....	Vir Sessie For Cession.....
Vir Afstand For Waiver.....	Vir Subst. For Substn.....

B. G. STARKE

INTERDICTS NAGESIEN INTERDICTS CHECKED.....

90-03-90

G. J. VAN DER WESTHUIZEN

INTERDICTE NAGESIEN INTERDICTS CHECKED.....
DATUM DATE.....
4-12

Para 1 & 2

1) WHITE GROUP/PROC 205 (B) 1962

2. Sentifiser i/s korrekte grootte van para 2 op belastinguitkering sat. Stel resourse - kennis gedoen.

3. i/s Para 1+2. Sentifiser Hoekom te para 1 nie onderleuning onderleuning aan voorwaarde II b13 van titelakte is nie. - of wysig aktes ops nodig. hierdie watter geld ook vir para 2

i/s voorwaarde II b13 s'ien sy titelakte. El sentifiser dat die onderleuning in para 1 is aan die eienaar van para 2. Die onderleuning T 29 729/1974 nie. voorwaarde I, II nie. wysig ligging in T 15829/76. wysig aan

4) ~~laas~~ watter watter voor wysig i/v. art. 9 (3)(b). laas +2 wysig aan R O 17/77 of laaste en dit wysig. Die Staat is nie onderleuning aan Ord. 33/1934 nie, dus word die onderleuning nie goedgeken deur die laaste kerk nie. ~~laas~~

B.O.A

9 136

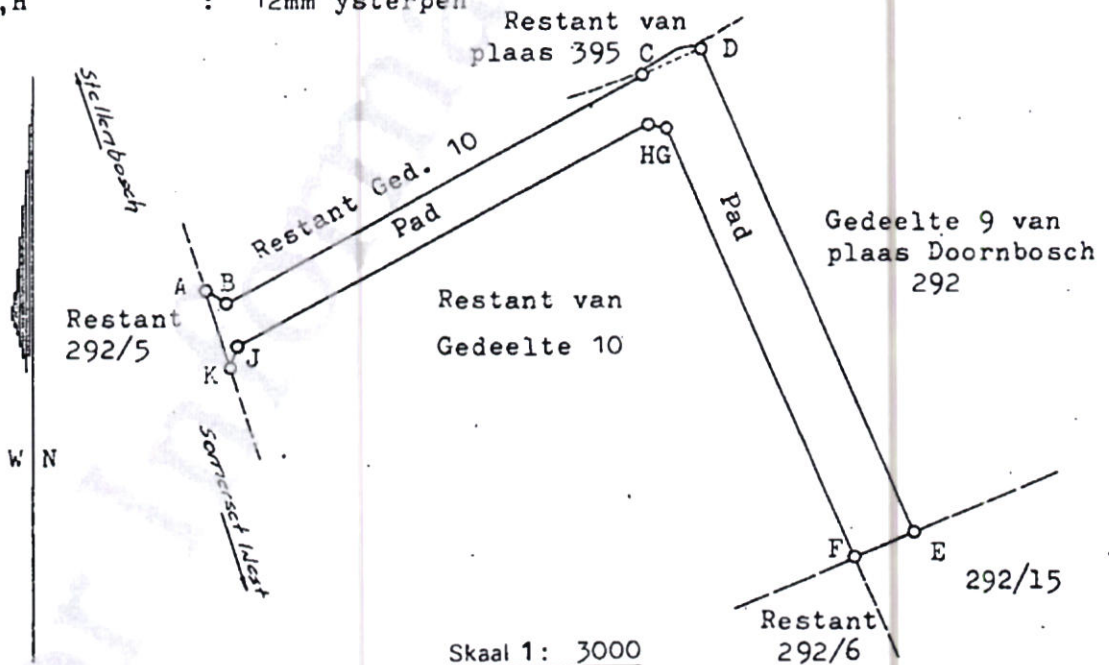
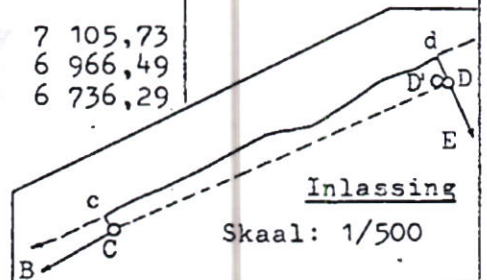
⑥ Trek Zworp - blactoye xing:

⑦ Not a 5 Stamm. Ondwors fustus  
is mi vngst el mi. ~~fustus~~  
Daer die wodge of kacht in  
Nahrag (R) The State is disposing  
of Land. and is not  
Subject. to § 9 of Ord.  
33/34 of 1960.

SYE METER	RIGTINGS- HOEKE	KOÖRDINATE		L.G. No.
		Y	Stelsel Lo. 19° X	
	Konstante	+ 10 000,00	+3750000,00	1 8 3 / 7 9
AB	8,90	A + 3 533,29	+ 7 207,54	Goedgekeur <i>[Signature]</i> Landmeter-generaal 6 -2- 1979
BC	195,18	B + 3 525,01	+ 7 210,80	
CD	25,00	C + 3 354,44	+ 7 115,93	
DE	217,94	D + 3 331,61	+ 7 105,74	
EF	25,00	E + 3 243,86	+ 7 305,23	
FG	193,30	F + 3 266,91	+ 7 314,91	
GH	8,08	G + 3 344,74	+ 7 137,97	
HJ	192,02	H + 3 352,40	+ 7 135,40	
JK	9,27	J + 3 520,22	+ 7 228,73	
KA	31,34	K + 3 523,61	+ 7 237,35	
Cc	0,90			
Dd	2,00			
DD	0,08	D' + 3 331,69	+ 7 105,73	
	N33D	⊕ + 3 062,25	+ 6 966,49	
	O32C	⊕ + 3 495,30	+ 6 736,29	

Beskrywing van Bakens:

- A, B, C, F, J, K : 16mm ysterpen
- D : Nie gebaken nie
- D' : Graniet klip in beton
- E : 12mm ysterpen in beton
- G, H : 12mm ysterpen



Die figuur A B C c middel van watervoor d E F G H J K

stel voor 9 194 vierkante meter grond, synde  
Gedeelte 16 (n gedeelte van Gedeelte 10) van die  
plaas Doornbosch Nr. 292  
 geleë in die Munisipaliteit en Administratiewe Distrik

van Stellenbosch

Provinsie Kaap die Goeie Hoop.

Opgemeet in Desember 1978 en Januarie 1979  
 deur my,

*[Signature]*  
 Landmeter

Hierdie kaart is geheg aan  
 Transportatiele No.  
 gedat 2-12-1979 37446  
 t.g.v. Munisipaliteit  
 Stellenbosch  
 Registrateur van Aktes

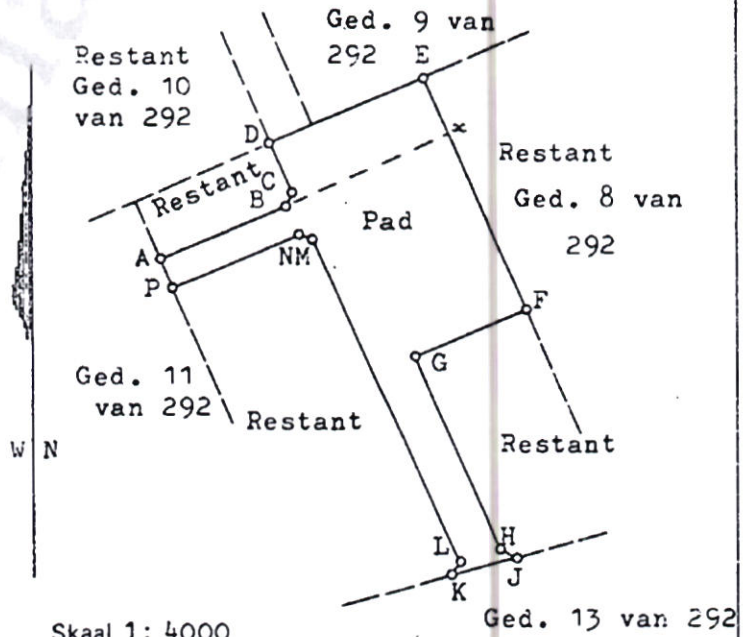
Die oorspronklike kaart is.  
 No. 10739/73 geheg aan  
 Transport/Grondbrief  
 No. 29729/74 (Vol. 595)

Lêer No. STEL. 292  
 M.S. No. E. 66/79  
 Komp.  
 3H-8DC/V51 (1497)  
 /V53 (1502)

SYE METER	RIGTINGS- HOEKE	KOÖRDINATE		L.G. No.
		Y	X	
	Konstante	+ 10 000,00	+3750000,00	1 0 2 1 7 0
AB	75,02	247 13 10 A	+ 3 326,80 + 7 377,48	Goedgekeur <i>[Handwritten Signature]</i> Landmeter-generaal 6 -2- 1979
BC	7,01	201 44 20 B	+ 3 257,63 + 7 348,43	
CD	29,50	156 15 20 C	+ 3 255,03 + 7 341,91	
DE	90,40	247 13 10 D	+ 3 266,91 + 7 314,91	
EF	140,00	336 12 30 E	+ 3 183,56 + 7 279,91	
FG	65,52	67 13 10 F	+ 3 127,08 + 7 408,01	
GH	118,12	336 15 20 G	+ 3 187,49 + 7 433,38	
HJ	7,53	295 08 00 H	+ 3 139,92 + 7 541,50	
JK	36,23	74 00 40 J	+ 3 133,10 + 7 544,70	
KL	7,89	205 08 00 K	+ 3 167,93 + 7 554,68	
LM	196,64	156 15 20 L	+ 3 164,58 + 7 547,54	
MN	7,13	111 44 20 M	+ 3 243,76 + 7 377,54	
NP	75,02	67 13 10 N	+ 3 250,38 + 7 364,91	
PA	18,00	156 14 35 P	+ 3 319,55 + 7 393,95	
	N33D	⊕	+ 3 062,25 + 6 966,49	
	N35A	⊕	+ 2 836,04 + 7 488,92	

Beskrywing van Bakens:

- A, B, C, F, G, H, J, K, L, M, N, P : 16mm ysterpen
- D : 16mm ysterpen in beton
- E : 100mm ysterpyp hoekpaal in beton



Die figuur A B C D E F G H J K L M N P  
stel voor 1,7199 hektaar grond, synde  
Gedeelte 15 (n gedeelte van Gedeelte 6) van die plaas  
Doornbosch Nr. 292  
gelee in die Munisipaliteit en Administratiewe Distrik  
van Stellenbosch Provinsie Kaap die Goeie Hoop.  
Opgemeet in Desember 1978, Januarie 1979  
deur my, *[Handwritten Signature]* Landmeter

Hierdie kaart is geheg aan Terspreklike No. <b>12-12-1979/37446</b> gedateer -12-1979 t.g.v. Munisipaliteit Stellenbosch Registrateur van Aktes	Die oorspronklike kaart is. No. 2132/53 geheg aan Transport/Grondbrief No. 9584/54 1954.192.9587	Lêer No. STEL. 292 M.S. No. E.66/79 Komp. BH-8DC/V53 (1502)
---	--	--



# ANNEXURE E



## POWER OF ATTORNEY (REGISTERED OWNER'S CONSENT)

I/we, the registered owner(s) **STELLENBOSCH MUNICIPALITY**  
 registered owner(s) of the following property(ies) **ERF 16489 STELLENBOSCH**

wish to certify that authority is hereby granted to the following agent / consultant  
**DAMIEN BURGER OF FRIEDLAENDER BURGER VOLKMANN**

in terms of the enclosed resolutions\* (applicable if landowner is a registered company/closed corporation, trust, or other juristic person) to submit the following application types (\*tick appropriate box.)

<input type="checkbox"/>	a rezoning of land
<input type="checkbox"/>	a permanent departure from the development parameters of the zoning scheme
<input type="checkbox"/>	a departure granted on a temporary basis to utilise land for a purpose not permitted in terms of the primary rights of the zoning applicable to the land
<input type="checkbox"/>	a subdivision of land that is not exempted in terms of section 24, including the registration of a servitude or lease agreement
<input type="checkbox"/>	a consolidation of land that is not exempted in terms of section 24
<input type="checkbox"/>	a removal, suspension or amendment of restrictive conditions in respect of a land unit
<input type="checkbox"/>	a permission required in terms of the zoning scheme
<input type="checkbox"/>	an amendment, deletion or imposition of conditions in respect of an existing approval
<input type="checkbox"/>	an extension of the validity period of an approval
<input type="checkbox"/>	an approval of an overlay zone as contemplated in the zoning scheme
<input type="checkbox"/>	an amendment or cancellation of an approved subdivision plan or part thereof, including a general plan or diagram
<input type="checkbox"/>	a permission required in terms of a condition of approval
<input type="checkbox"/>	a determination of a zoning
<input checked="" type="checkbox"/>	a closure of a public place or part thereof
<input type="checkbox"/>	a consent use contemplated in the zoning scheme
<input type="checkbox"/>	an occasional use of land
<input type="checkbox"/>	to disestablish a home owner's association
<input type="checkbox"/>	to rectify a failure by a home owner's association to meet its obligations in respect of the control over or maintenance of services
<input type="checkbox"/>	a permission required for the reconstruction of an existing building that constitutes a non-conforming use that is destroyed or damaged to the extent that it is necessary to demolish a substantial part of the building
<input checked="" type="checkbox"/>	a request for certification of exemption in terms of section 24

in respect of the afore-mentioned property(ies), to enable it to be developed/utilised for the following purpose(s):  
**Consolidation of the closed portion of public place with Erf 16488 Stellenbosch in order to extend the sportsfields of Rhenish High School.**

The undersigned therefore nominates, constitutes, and appoints the above party with power of substitution to be the registered owner's legal representative/agent and to act in the name, place and stead of the registered owner(s) in the above regard. Accordingly, power of attorney is hereby also granted to the agent to sign and receive all correspondence in respect of the matter referred to above during the applicable process.

Registered owner's name	STELLENBOSCH MUNICIPALITY	 Registered owner's signature Umpol Mungu Geraldine Botha
Date	1/12/2020	

# ANNEXURE F

F2



**STELLENBOSCH**  
STELLENBOSCH • PHIL • FRANSCHHOEK  
MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

## MEMORANDUM OF AGREEMENT OF TRANSFER

Entered into by and between:

### STELLENBOSCH MUNICIPALITY

(Herein represented by Ms Geraldine Mettler in her capacity as Municipal Manager, having been duly authorised hereto)

(Herein referred to as the "Municipality")

and

### WESTERN CAPE GOVERNMENT

#### VIA ITS DEPARTMENT OF TRANSPORT AND PUBLIC WORKS

(Herein represented Mr. Shane Duane Hindley, in his capacity as Head of Component: Immovable Asset Management, having been duly authorized hereto)

(Herein referred to as the "WCG")

*[Handwritten signatures and initials]*  
MRZ  
M.M.  
GM




**PREAMBLE:**

- A. **WHEREAS** the Municipality is the registered owner of Portion 15 of Farm 292, Stellenbosch.
- B. **WHEREAS** the Western Cape Government (WCG) has requested that a portion of land, consisting of a portion of Portion 15 of Farm 292, Stellenbosch, measuring approximately 9080m<sup>2</sup> in extent, be transferred to it with no purchase price payable, to be utilised for educational purposes, and the Municipality being amenable thereto on the conditions set out herein.

**NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:**



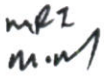


**1. INTERPRETATION**

- 1.1 In this Agreement, unless the context indicates a contrary intention, a word or expression which denotes:
- 1.1.1 any gender shall include the other gender;
- 1.1.2 a natural person shall include juristic persons and vice versa;  
and
- 1.1.3 the singular shall include the plural and vice versa.
- 1.2 In the event that the date for the performance of any obligation or the exercise of any right in terms of this Agreement falls on a day which is not a Business Day, then the relevant date for performance of any obligation

   M.B.F.  
M.M.  
g

or the exercise of any right in terms of this Agreement shall be the immediately succeeding Business Day.

- 1.3 When any number of days or other period is prescribed, such number of days or other period shall be calculated exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a Business Day, in which event the last day shall be the immediately succeeding Business Day.
- 1.4 The expiry or termination of this Agreement shall not affect those provisions of this Agreement that expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.
- 1.5 Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.
- 1.6 Words and expressions defined in any sub-clause shall bear the meanings assigned to such words and expressions in this entire Agreement.
- 1.7 This Agreement shall be governed by and construed and interpreted in accordance with the laws of South Africa. Any reference to an enactment or regulation is to that enactment or regulation as at the date of this Agreement and as amended or re-enacted from time to time thereafter.

  
  
  
  
  
Scanned with CamScanner

## 2. DEFINITIONS

2.1 In this Agreement the following expressions bear the meanings assigned to them below and cognate expressions bear corresponding meanings:

2.1.1 "**Agreement**" means this Memorandum of Agreement of Transfer and all its annexures;

2.1.2 "**Business Day**" means any day other than a Saturday, Sunday or public holiday in the Republic of South Africa and "**Business Days**" has a corresponding meaning;



2.1.3 "**Deeds Office**" means the office of the Registrar of Deeds at Cape Town;

2.1.4 "**Municipality**" means the Stellenbosch Municipality situated at Town House Complex, Plein Street, Stellenbosch, 7600;

2.1.5 "**Occupation Date**" means the date on which the WCG takes lawful occupation of the Property;

2.1.6 "**Parties**" means the Municipality and the WCG and "**Party**" shall have a corresponding meaning;




2.1.7 "**Property**" means a portion of Portion 15 of Farm 292, Stellenbosch, measuring approximately 9080m<sup>2</sup>, situated in Stellenbosch, Western Cape; as indicated on **APPENDIX 1**, hereto attached;

   MEZ  
M.M  


- 2.1.8 "State Attorney" means the office of the State Attorney, Cape Town;
- 2.1.9 "Transfer" means registration of the transfer of the Property in the Deeds Office into the name of the WCG;
- 2.1.10 "Transfer Date" means the date of registration of the transfer of the Property in the Deeds Office in the name of the WCG; and
- 2.1.11 "WCG" means the Western Cape Government via its Department of Transport and Public Works situated at 9 Dorp Street, Cape Town.

### 3. TRANSFER FREE OF CHARGE

- 3.1 The Parties agree that the Property will be Transferred free of charge to the WCG, subject to the following conditions:
- 3.1.1 All costs incidental to the Transfer of the Property will be borne by the WCG;
- 3.1.2 The WCG will be responsible for the survey, sub-division and rezoning of the property, and all costs incidental thereto; and
- 3.1.3 The WCG will be responsible for the upgrading of bulk infrastructure, should the need arise, and for making a contribution towards the Bulk Infrastructure Fund of the Municipality as per the approved Tariff Structure at the time of approval of the site development plan, if applicable.

  
  
MEE  
M.M  


**4. DATE OF ALIENATION**

The date of alienation shall be the date upon which this Agreement is signed on behalf of the Municipality.

**5. DATE OF OCCUPATION**

The Parties hereby record that the WCG will take possession and occupation of the Property on date of signature of this agreement.

**6. TRANSFER OF RISK**

All risk, profit and loss in the Property will pass to the WCG on the Transfer Date.

**7. RATES AND TAXES**

The WCG shall pay all rates, taxes and like charges levied in respect of the Property from the Transfer Date.

**8. TRANSFER AND OTHER RELATED PROVISIONS**

8.1 Transfer shall be effected by the State Attorney and shall be taken as soon as possible after all costs as described in clause 3.1.2 above have been paid by the WCG.

8.2 All the costs of and incidental to the Transfer, including the conveyancing fees (Together with VAT payable on such fees) and any other costs or duties payable of a similar nature, in respect of the Transfer

and the registration of the necessary mortgage bonds, shall be paid by the WCG to the State Attorney within 30 (thirty) calendar days of being requested by them to do so, which fees, costs and/or duties shall not exceed the recommended transfer and bond costs, issued by the Cape Law Society from time to time.

8.3 In the event of this Agreement being cancelled as a result of a breach of its terms by either Party, the Party in breach shall be liable to pay on demand to the State Attorney all fees and disbursements reasonably incurred by them as at the date of cancellation.

8.4 The Municipality and the WCG hereby undertake in favour of each other-

8.4.1 to complete and/or sign all documents necessary to effect Transfer within five (5) Business Days after being required by the State Attorney to do so; and

8.4.2 to take all steps, pay all such amounts and do and procure the doing of all such things that are reasonable in the circumstances so as to place the State Attorney in a position to effect Transfer without unnecessary delay or hindrance.

8.5 It is specifically recorded that:

8.5.1 the property only be used for educational purposes;

8.5.2 the WCG be responsible for the sub-division and rezoning of the land for educational purposes, at their cost; and

  
  
not  
M.M  
  
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8.5.3 should the proposed development require any upgrading to existing bulk infrastructure, that such upgrading be for the account of the WCG, at the then applicable tariffs.

**9. NO TRANSFER UNTIL FULFILMENT OF OBLIGATIONS**

The WCG shall not be entitled to registration of Transfer until it has complied with all its obligations in terms of this Agreement, which have to be complied with prior to Transfer.

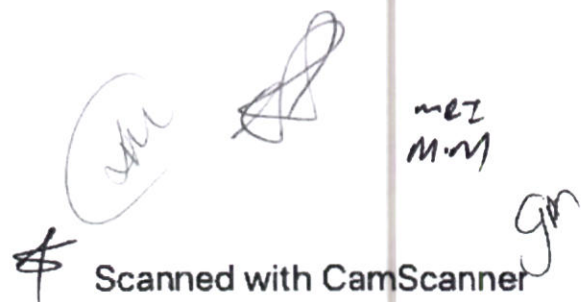
**10. COSTS**

The WCG shall within twenty-one (21) Business Days of request by the Municipality or the State Attorney pay all costs of and incidental to the alienation and registration of Transfer, which without derogating from the generality of the foregoing, shall include, where applicable, transfer duty, VAT, conveyancing fees, survey fees, any penalties or interest imposed due to delays.

**11. ACKNOWLEDGEMENT AND DISCLOSURE**

The WCG acknowledges that:




- 11.1 It has been given sufficient time to inspect the Property, to consider all provisions of this Agreement and obtain advice;
- 11.2 It has had sufficient opportunity to appoint professionals for purposes of inspecting the Property and assisting it in any way it requires in relation to the Property;

The bottom right of the page contains several handwritten marks. On the left, there is a large, stylized signature that appears to be 'SHE'. To its right is another signature that looks like 'M.M.'. Further right, the initials 'MEZ' and 'M.M.' are written in a smaller, more legible hand. At the bottom right corner, there is a signature that looks like 'GM'. Below these marks, the text 'Scanned with CamScanner' is printed in a standard font.

- 11.3 It is acquainted with the nature, extent and condition of the Property;
- 11.4 The Property may have certain latent defects of which the WCG is unaware both at the date of alienation hereof and the Transfer Date. The Municipality cannot be held liable for any such defects which appear after the Transfer Date;
- 11.6 The Property, including all buildings and other improvements thereon, is transferred in accordance with the Municipality's title deeds and the diagram or general plan framed or to be framed in respect thereof;
- 11.7 The size of the property will only be determined once a new diagram has been approved, consolidating a portion of erf 342 with remainder erf 1331;
- 11.8 The property needs to be consolidated with erf 3630;
- 11.9 The Municipality renounces all claims to any excess in the extent of the Property and will not be answerable for any deficiency in the extent of the Property, and no warranty is given in respect of boundaries; and
- 11.10 The Municipality shall not be responsible for indicating existing boundaries and beacons.

## 12. TITLE DEED CONDITIONS

This alienation is subject to each and every condition and servitude specified in the original and subsequent title deeds and to all other rights

    
 MLI  
MIM  
\* 

and conditions imposed by any statutory authority and to any approval and/or permit and/or waiver of pre-emptive right in terms of any law as may be necessary. Without detracting from the generality of the foregoing provisions the Property is Transferred subject to such conditions, or any amendment thereof, imposed by the local authority when approving the sub-division and/or consolidation and/or re-zoning of the land of which the Property forms part and the conditions of establishment of the aforesaid township, or any amendment thereof, if applicable.

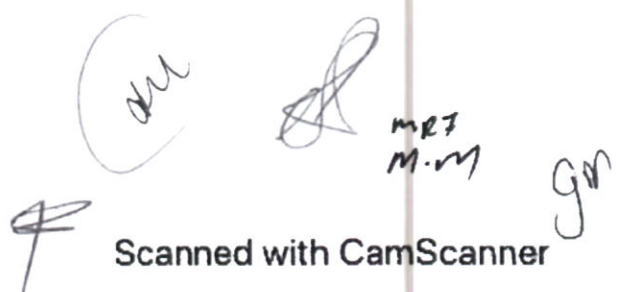
### 13. BREACH OF CONTRACT

13.1 All terms and conditions of the sale of the Property are material.

#### 13.2 Breach by the WCG:

13.2.1 In the event of the WCG failing to fulfill any of the terms and/or conditions of this Agreement, including any performance required to be undertaken by a due date and/or remaining in default for a period of twenty-one (21) days after the Municipality has given notice to the WCG calling upon the WCG to remedy such default, then and in any such event, the Municipality will be entitled without further notice, in addition to and without prejudice to any other rights available to it at law:

13.2.2.1 to cancel this Agreement by written notice to that effect sent by registered post to the WCG's chosen *domicilium citandi et executandi*, in which event the Municipality shall be entitled to retain all monies paid

Handwritten signatures and initials are present at the bottom of the page. On the left, there is a signature that appears to be 'P'. In the center, there is a circled signature that looks like 'du'. To the right of that, there is another signature. Further right, there are initials 'MRT' and 'M.M'. On the far right, there is a signature that looks like 'GM'.

by the WCG to the State Attorney pending determination of its damages; or

13.2.2.2 to require the fulfilment by the WCG of all the other terms and conditions of this Agreement; or

13.2.2.3 in respect of any time period as the case may be, upon written request by the WCG, to grant to the WCG an extension of time.

13.2.2 In the event of a breach of this Agreement by the WCG, the Municipality shall in addition to any other remedy it may have, be entitled to claim damages as it may be able to prove.

13.2.3 In the event of clause 13.2.2.3 applying, the WCG's written request for an extension of time shall reach the Municipality before the expiry of the twenty-one (21) day notice period in terms of clause 13.2.1. Upon receipt of such written request, the Municipality shall evaluate the request and notify the WCG within thirty (30) days of receipt thereof whether or not such request has been granted. In the event of an extension being granted the Municipality shall notify the WCG of the terms and conditions of such extension. The granting of an extension of any time period shall be in the sole discretion of the Municipality and no extension of time or any indulgence granted by the Municipality to the WCG in respect of the WCG's obligations will constitute a waiver of the Municipality's right to enforce compliance of the terms and conditions of this Agreement nor will it constitute a novation hereof. Should an extension not be

*(AW)*

*[Signature]*



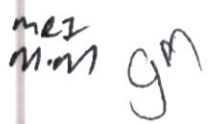

*M.I.  
M.M.*

*[Signature]*

*[Signature]*

granted, the WCG shall be in breach and the Municipality shall have the remedies available to it in this Agreement and in common law.

- 13.2.4 In the event of the cancellation of this Agreement in terms hereof, the WCG shall notwithstanding and without prejudice to any rights the Municipality has under this Agreement, if so required by the Municipality, remove or cause to be removed within three (3) months from the date that the Municipality has notified the WCG of such requirement, all or any structures, any constructions, improvements or buildings (collectively referred to as "Buildings") which may have been erected on the Property. The removal of Buildings and the reinstatement of the Property shall be entirely to the satisfaction of the Municipality in its sole discretion. Any Buildings not removed by the WCG as afore-said, shall thereupon vest in the Municipality without payment of compensation therefor, provided that the WCG shall be liable to compensate the Municipality for any loss or expense it may sustain by reason of the WCG's failure so to remove, and the Municipality itself thereafter removing Buildings.
- 13.2.5 In the event of the Municipality cancelling this Agreement and the WCG disputing the Municipality's right to cancel and remaining in occupation of the Property, the WCG shall, pending settlement of such dispute either by negotiation, arbitration or litigation, continue to pay all sums of money due under this Agreement, including rates and taxes, and the Municipality shall be entitled to accept and recover such

  
  
  
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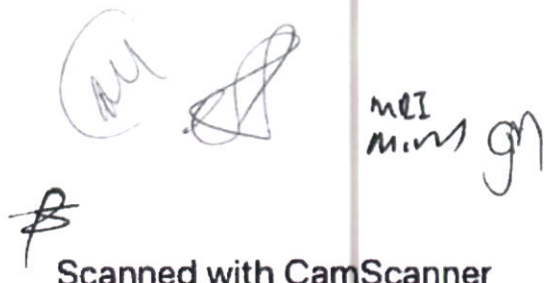
payments, the acceptance of which shall be without prejudice to and shall not in any way whatsoever affect the Municipality's claim for cancellation then in dispute. Should the dispute be determined in favour of the Municipality, the payments made and received in terms of this clause shall be deemed to be amounts paid by the WCG on account of the damages suffered by the Municipality, by reason of the cancellation of this Agreement and/or the unlawful holding over by the WCG, and shall be taken into account when determining the Municipality's damages.

13.2.6 The WCG shall be liable for all legal costs, including attorney and client costs, collection commission and tracing fees, incurred by the Municipality in enforcing any of its rights in terms of this Agreement.

**13.3 Breach by the Municipality:**

13.3.1 In the event of the Municipality failing to fulfill any of the terms and/or conditions of this Agreement and remaining in default for a period of 21 (twenty-one) days after the WCG has given notice to the Municipality calling upon it to remedy such default, then and in any such event the WCG shall be entitled without further notice, in addition to and without prejudice to any other rights available to it in law:

13.3.1.1 to cancel this Agreement by written notice to that effect sent by registered post to the Municipality's chosen *domicilium citandi et executandi*; or

Handwritten signatures and initials, including a circled 'M', a scribble, and the text 'MCI M.M.M. gn'.

13.3.1.2 to claim Immediate fulfillment by the Municipality of its obligations in terms of this Agreement.




13.3.2 In the event of a breach of this Agreement by the Municipality, the WCG shall in addition to any other remedy it may have, be entitled to claim damages as it may be able to prove.

#### 14. EXTENSION OF TIME PERIOD

Subject to clause 13.2.3, a request by either Party for the extension of any time period referred to in this Agreement shall reach the other Party before the expiry date of the relevant time period. Upon receipt of such written request the relevant Party shall evaluate the request and notify the affected Party within thirty (30) days of receipt thereof whether or not such request has been granted. In the event of an extension being granted the relevant Party shall notify the affected Party of the terms and conditions of such extension. The granting of an extension of any time period shall be in the sole discretion of the relevant Party and no extension of time or any indulgence granted will constitute a waiver of the relevant Party's right to enforce compliance of the terms and conditions of this Agreement nor will it constitute a novation thereof.

#### 15. DOMICILIUM CITANDI ET EXECUTANDI

15.1 The Parties nominate as their *domicilium citandi et executandi* for the purposes of this Agreement and for the serving of legal documents and notices the following physical addresses:

  m21  
M.M. gm  


**Municipality:**

3<sup>rd</sup> Floor  
Absa Building  
Pleinstreet  
Stellenbosch  
7600

**WCG:**

Western Cape Government via its Department of Transport and Public Works  
Chief Directorate: Immovable Asset Management  
9 Dorp Street  
Cape Town  
8001

- 15.2 Any notice will be deemed to be legally delivered if delivered by hand or sent by registered post to that address, in which event it will be conclusively deemed to have been received, in the event of hand-delivery, on the date of delivery, or, in the event of delivery by registered post, on the seventh (7<sup>th</sup>) day after the posting thereof.

**16. CONFIDENTIALITY OF INFORMATION**

- 16.1 The Parties shall keep confidential and not disclose to any person, save as may strictly be necessary for the purpose of the Implementation of the transaction, all information of and concerning the affairs of each other that they may have acquired in negotiating and settling this Agreement and no Party shall disclose any such information to any third party or use any such information for its own benefit, provided that this

15

  
  
M.T.  
M.M.  
GM  
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obligation shall not extend to information-

- 16.1.1 which is in or comes into the public domain otherwise than through the default of any Party or an outsider;
- 16.1.2 the disclosure of which is agreed to by the Parties;
- 16.1.3 which is properly available to the public or disclosed or divulged pursuant to an order of a court of competent jurisdiction; and/or
- 16.1.4 the disclosure of which is required by law, or other regulatory authority.

## 17. VARIATION

No addition to or variation, consensual cancellation or novation of the Agreement and no waiver of any right arising from the Agreement or its breach or termination shall be of any force or effect unless reduced to writing and signed by all the Parties or their duly authorised representatives.

## 18. RELAXATION OF TERMS

No latitude, extension of time or other indulgence which may be given or allowed by any one Party to another Party in respect of the performance of any obligation hereunder or enforcement of any right arising from the Agreement and no single or partial exercise of any right by any one Party shall under any circumstances be construed to be an implied consent by such Party or operate as a waiver or a novation of, or otherwise affect any of that Party's rights in terms of or arising from the Agreement or estop such Party from enforcing, at any time and without





mt  
m-y

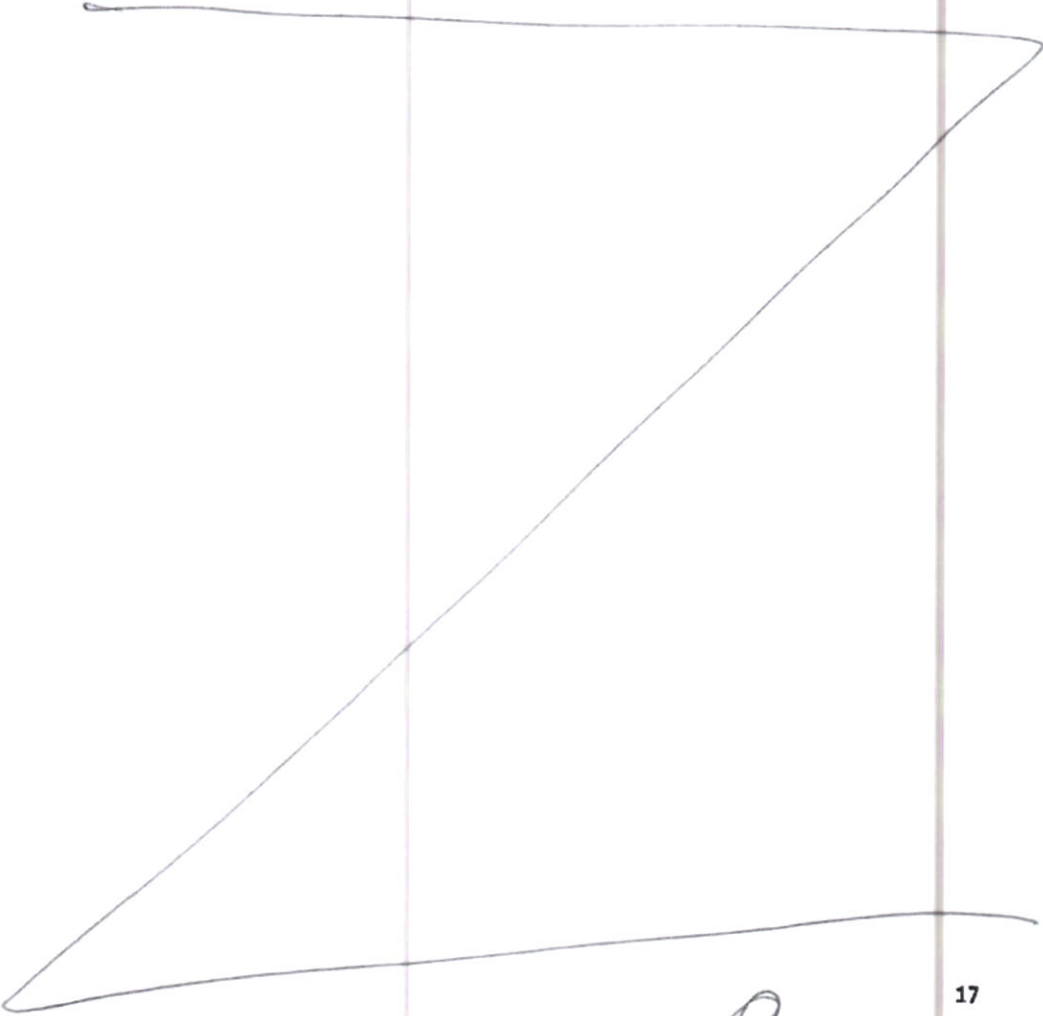
gm



notice, strict and punctual compliance with each and every provision or term hereof.

**19. WHOLE AGREEMENT**

The Agreement constitutes the whole Agreement between the Parties as to the subject matter hereof and no agreement, representations or warranties between the Parties other than those set out herein are binding on the Parties.



*(Handwritten initials)*

*mt  
M.M*

*gm*



SIGNED at Stellenbosch on this 1<sup>st</sup> day of December 2020.

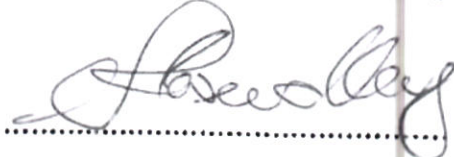


THE MUNICIPALITY

AS WITNESS:

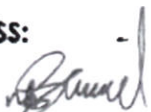

1. 
2. 

SIGNED at CAPE TOWN on this 11<sup>th</sup> day of NOVEMBER 2020.



THE WESTERN CAPE GOVERNMENT

AS WITNESS:

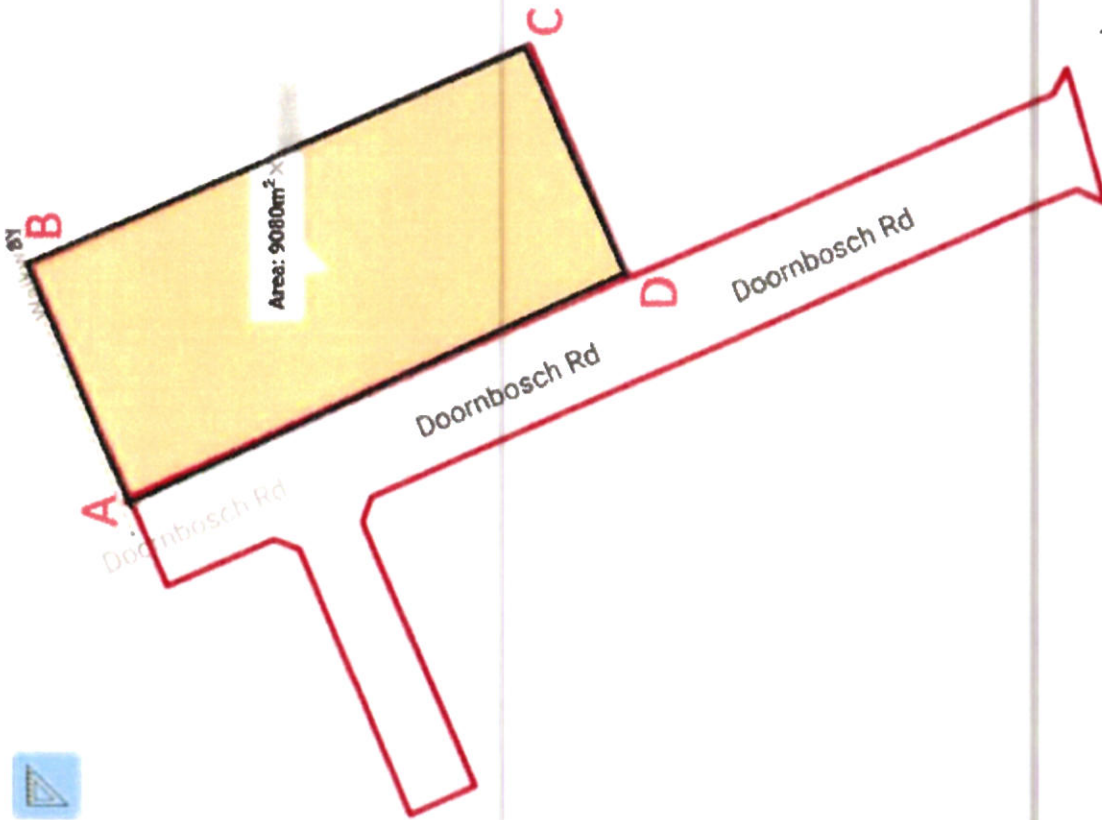
1. 
2. 

gn





Map Satellite



Map data ©2017 AfriGIS (Pty) Ltd, Google

Terms

Van Re

*[Handwritten mark]*

*[Handwritten mark]*

*[Handwritten mark]*

SYE METER	RIJSTINGS HOEKE	Y	KOÖRDINATE	
			Stelsel	Lo. 19 X
	Konstante		+ 10 000,00	+3750000,00
AB	75,02	247 13 10	A + 3 326,80	+ 7 377,48
BC	7,01	201 44 20	B + 3 257,63	+ 7 348,43
CD	29,50	156 15 20	C + 3 255,03	+ 7 341,91
DE	90,40	247 13 10	D + 3 266,91	+ 7 314,91
EF	140,00	336 12 30	E + 3 183,56	+ 7 279,91
FG	65,52	67 13 10	F + 3 127,08	+ 7 408,01
GH	118,12	336 15 20	G + 3 187,49	+ 7 433,38
HJ	7,53	295 08 00	H + 3 139,92	+ 7 541,50
JK	36,23	74 00 40	J + 3 133,10	+ 7 544,70
KL	7,89	205 08 00	K + 3 167,93	+ 7 554,68
LM	196,64	156 15 20	L + 3 164,58	+ 7 547,54
MN	7,13	111 44 20	M + 3 243,76	+ 7 387,54
NP	75,02	67 13 10	N + 3 250,38	+ 7 364,91
PA	18,00	156 14 35	P + 3 319,55	+ 7 393,95
		N33D	⊕ + 3 062,25	+ 6 966,49
		N35A	⊕ + 2 836,04	+ 7 488,92

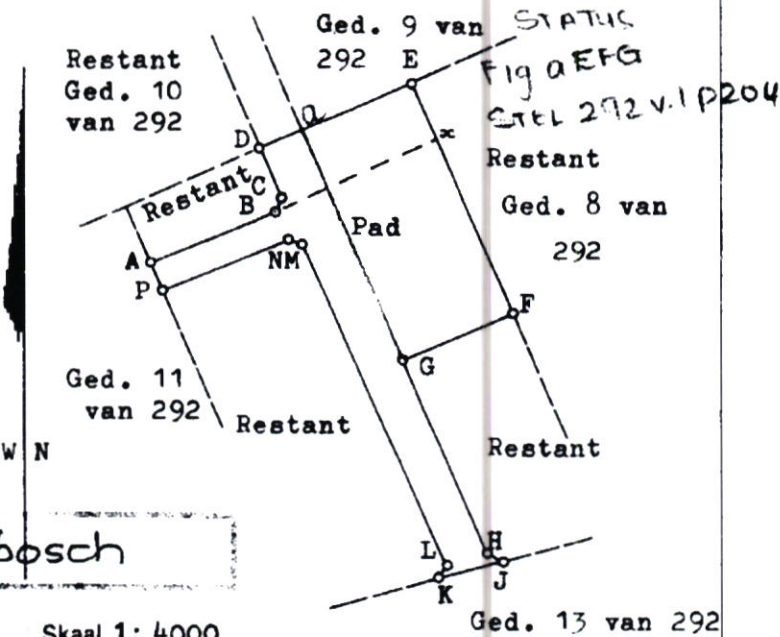
L.G. No.  
182/79

Goedgekeur  
*[Handwritten Signature]*  
Landmeter-generaal  
6-2-1979

**Beskrywing van Bakens:**

- A, B, C, F, G, H, J, K, L, M, N, P : 16mm ysterpen
- D : 16mm ysterpen in beton
- E : 100mm ysterpyp hoekpaal in beton

BEACONS P MN  
1632/82  
A, B, C, D, H, J & P  
1879/1983  
\* NOW  
**ERF 16489 Stellenbosch**



Skaal 1: 4000

Die figuur A B C D E F G H J K L M N P  
stel voor 1,7199 hektaar grond, synde  
\* Gedeelte 15 (n gedeelte van Gedeelte 6) van die plaas  
Doornbosch Nr. 292  
geleë in die Munisipaliteit en Administratiewe Distrik  
van Stellenbosch Provinsie Kaap die Goeie Hoop.  
Opgemeet in Desember 1978, Januarie 1979  
deur my, *[Handwritten Signature]* Landmeter

Hierdie kaart is geheg aan  
No. <sup>TA</sup> 37446/79  
gedateer  
t.g.v.  
Registrateur van Aktes

Die oorspronklike kaart is.  
No. 2132/53 geheg aan  
Transport/Grondbrief  
No. 9584/54  
1954.192.9587

Lêer No. **STEL. 292**  
M.S. No. **E.66/79**  
Komp.  
BH-8DC/V53 (150.2)  
BH5Z-1471 (M2762)  
BH5Z-1473 (M2765)

C  
B

# ANNEXURE H

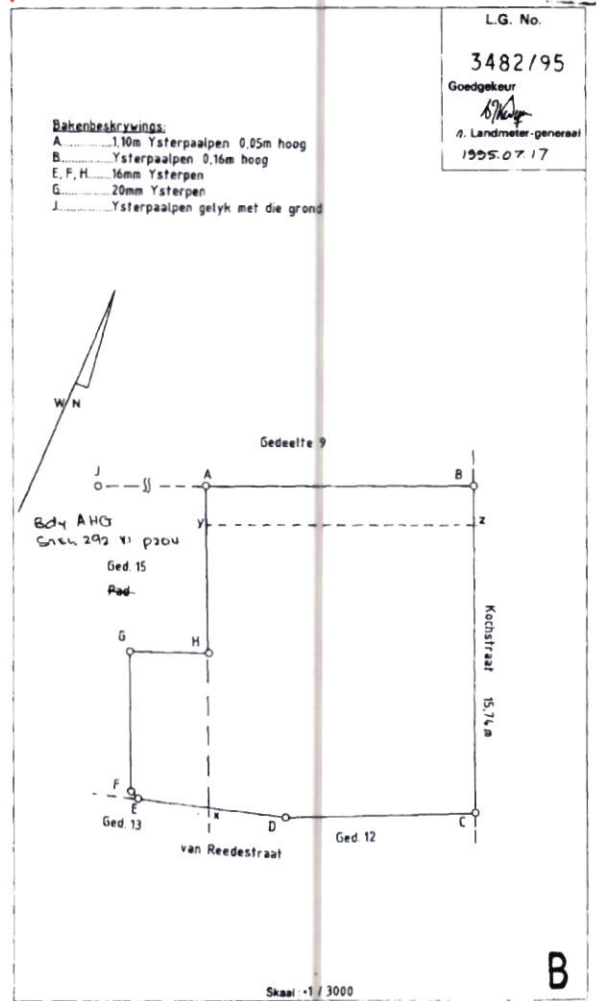
BYE METER	RICHTINGS- HOEKE	KOORDINATE STELSEL Lo 19*	
		Y	X
	Konstantes	+ 10 000,00	+ 3 750 000,00
AB 223,96	A 88 58 50	A + 3 183,54	+ 7 279,98
BC 223,24	B 91 00 50	B + 2 976,99	+ 7 193,37
EF 7,53	E 138 55 30	E + 3 133,14	+ 7 544,65
FG 118,13	F 138 53 40	F + 3 139,96	+ 7 541,46
GH 65,51	G 89 00 20	G + 3 187,56	+ 7 433,34
HA 140,03	H 1271 01 20	H + 3 127,15	+ 7 407,99
AJ 170,56	JAH 91 01 10	J + 3 340,81	+ 7 345,94
	N 33 D	+ 3 062,28	+ 6 966,42
	O 32 C	+ 3 495,34	+ 6 736,22

**Komponente:**  
 1) Die fig. ABCD x stel voor die Restant van Ged. 8 van die plaas Doornbosch No. 292  
 Sien Kaart No. 8457 / 1954 T/A 1954 - -18192  
 2) Die fig. x EFGH stel voor Ged. 20 van die plaas Doornbosch No. 292  
 Sien Kaart No. 3477/95

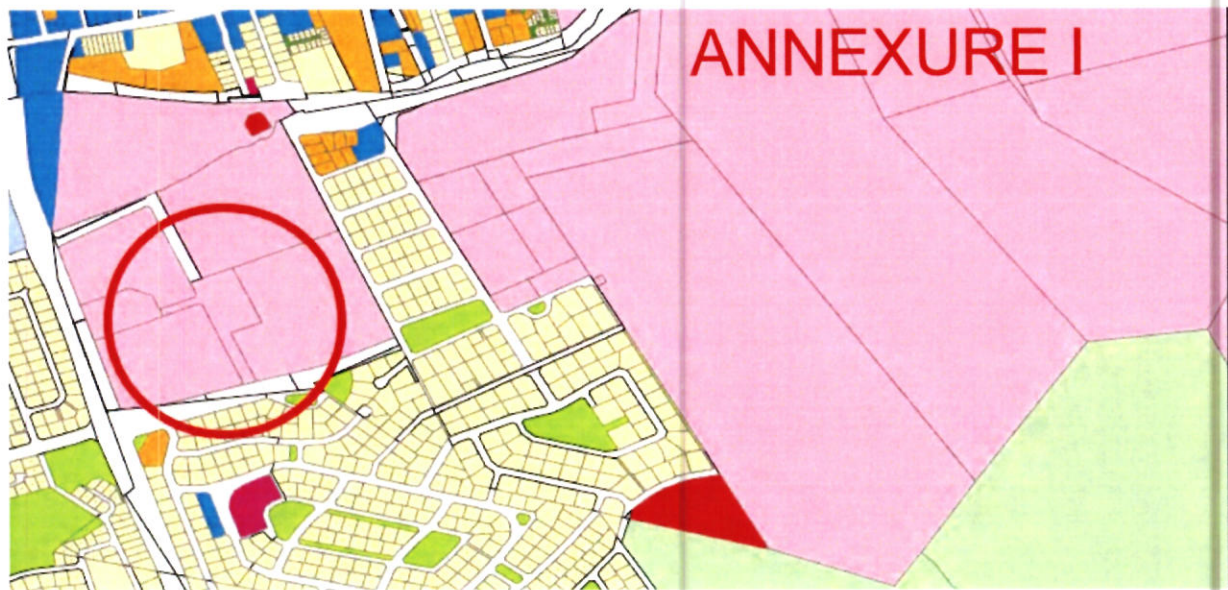
**Now**  
**ERF 16491 Stellenbosch**

Die figuur ABCDEFGH  
 stel voor 7,0045 hektaar grond, synde  
 GEDEELTE 25 van die plaas DOORNBOSCH No. 292 en bevat 1) en 2) soos hierbo beskrywe  
 geleë in die **Munisipaliteit en Stellenbosch Plaaslike Oorgangsraad Administratiewe Distrik**  
**STELLENBOSCH** Provinsie Kaap die Goeie Hoop.  
 Saamgestel  
 Opgemaak in April 1995  
 deur my, *P. Louber*  
 N. Louber 0892 Landmeter

Hierdie kaart is gehêg aan	Die oorspronklike kaart is, soos hierbo aangehaal	Lêer No. Stal. 092
No. gedatêr	No. gehêg aan	M.S. No. Saamgestel
t.g.v.	Transport/Grondbesied	Komp. BHSZ-1471 (M2762)
	No.	BHSZ-1473 (M2765)
		BHSZ-1474 (M2766)
		BHSZ-1472 (M2763)



# ANNEXURE I



- Zoning Scheme 2018**
- Conventional Residential Zone
  - Less Formal Residential Zone
  - Multi-unit Residential Zone
  - Community Zone
  - Education Zone
  - Industrial Zone
  - Limited Use Zone
  - Local Business Zone
  - Mixed Use Zone
  - Agriculture and Rural Zone
  - Private Open Space Zone
  - Public Open Space Zone
  - Public Roads and Parking Zone
  - Subdivisional Area
  - Transport Facility Zone
  - Utility Services Zone
  - Natural Environment Zone
  - Split Zone  
(Colour of the rectangle corresponds with zoning of the split zone)

# ANNEXURE J

Tel: (021) 467 4800

Fax: (021) 465 3008

SURVEYOR GENERAL-WESTERN CAPE  
PRIVATE BAG X9028  
CAPE TOWN  
8000

2019-05-21

**FRIEDLAENDER, BURGER & VOLKMANN**  
**PROFESSIONAL LAND SURVEYORS**  
PO BOX 154  
STELLENBOSCH  
7599

**MY REF: STEL .292 v.1 p204**

Your ref – ERF 16489  
Dated: 2019-04-25

**Note:** THIS STATUS REPORT IS  
VALID FOR 3 YEARS.

**Attention: D.P BURGER**

## **STATUS REPORT: CLOSING PORTION OF ROAD ERF 16489 STELLENBOSCH.**

1. The proposed closure of land shown in **Pink** on your attached sketch represents:  
**PORTION OF ERF 16489 STELLENBOSCH.**  
It is shown as **PUBLIC STREET** in my records.
2. **FOR OFFICE USE:** The following properties will be endorsed: **ERVEN 16489, 16490 AND 16491 STELLENBOSCH.**
3. Endorsement fees amount to: **R R770.00 p202**
4. I require a copy of a diagram suitable for registration purposes, surveyed by a land surveyor, of the following: **PORTION TO BE CLOSED**
5. A written consent (accompanied by a sketch) is required in terms of Section 23(1) of Stellenbosch Municipality By-Laws of Act 3/2014 for the amendment of General Plan No.  
**:N/A**

Yours faithfully



**P RYAN**  
For **SURVEYOR-GENERAL: WESTERN CAPE**

### **FOR OFFICE USE**

CERTIFICATE p  
GAZETTE No  
DATED

p



	SYE METER	RIGTINGS- HOEKE	KOORDINATE		L.G. No.
			Y	X	
		Konstante	+ 10 000,00	+3750000,00	1 3 2 1 7 9
AB	75,02	247 13 10	A + 3 326,80	+ 7 377,48	Goedgekeur <i>[Signature]</i> Landmeter-generaal 6 -2- 1979
BC	7,01	201 14 20	B + 3 257,63	+ 7 348,43	
CD	29,50	156 15 20	C + 3 255,03	+ 7 341,91	
DE	90,40	247 13 10	D + 3 266,91	+ 7 314,91	
EF	140,00	336 12 30	E + 3 183,56	+ 7 279,91	
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GH	118,12	336 15 20	G + 3 187,49	+ 7 433,38	
HJ	7,53	295 08 00	H + 3 139,92	+ 7 541,50	
JK	36,23	74 00 40	J + 3 133,10	+ 7 544,70	
KL	7,89	205 08 00	K + 3 167,93	+ 7 554,68	
LM	196,64	156 15 20	L + 3 164,58	+ 7 547,54	
MN	7,13	111 44 20	M + 3 243,76	+ 7 387,54	
NP	75,02	67 13 10	N + 3 250,38	+ 7 364,91	
PA	18,00	156 14 35	P + 3 319,55	+ 7 393,95	
		N33D	+ 3 062,25	+ 6 966,49	
		N35A	+ 2 836,04	+ 7 488,92	

**Beskrywing van Bakens:**

- A, B, C, F, G, H, J, K, L, M, N, P : 16mm ysterpen
- D : 16mm ysterpen in beton
- E : 100mm ysterpyp hoekpaal in beton

REKONSTRUEERD P.M.N.

1632/82

A, B, C, D, H, J & P

1879/1983

\* NOW

**ERF 16489 Stellenbosch**

Skaal 1: 4000

Die figuur A B C D E F G H J K L M N P

stel voor

1,7199 hektaar

grond. synde

Gedeelte 15 (n gedeelte van Gedeelte 6) van die plaas

Doornbosch Nr. 292

geleë in die Munisipaliteit en

Administratiewe Distrik

van Stellenbosch

Provinsie Kaap die Goeie Hoop.

Opgemaak in Desember 1978, Januarie 1979

deur my,

*[Signature]*  
Landmeter

Hierdie kaart is geheg aan

Die oorspronklike kaart is.

Lêer No. **STEL. 292**

No. *TA* 37446/79  
gedateer

No. 2132/53 geheg aan

M.S. No. E.66/79

t.g.v.

Transport/Grondbrief

Komp.

No. 9584/54

BH-8DC/V53 (1502)

Registrateur van Aktes

1954.192.9587

(M 2756)

C  
B

[ M 2762  
M 2765 ]

16489 272



# STELLENBOSCH

STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

DUPLICATE RECEIPT

AMPTELIKE KWITANSIE / OFFICIAL RECEIPT

✉ 17, STELLENBOSCH 7599  
 ☎ 021 808-8578 / 8547 / 8546  
 📠 021 886 7318

Receipt M/c: DIR1 Duplicate Rec.No: 177191 Date: 09/04/2021

Local Authority: Stellenbosch Municipality

1 STB N 7500.00

30111060201 05236 LU /12577

DIRECT 030111060201 LU /12577 ERF1

X100 Key: STB -009-20210409-000000042

X10 Key : STB D0000017719100001

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