

**PROPOSED SUBDIVISION AND
REZONING OF PORTION 9
OF THE FARM KRANSHOEK NO. 432,
KNYSNA ROAD**



APPLICATION FOR:

**The Proposed Subdivision and Rezoning of
Portion 9 of the Farm Kranshoek No. 432, Knysna Road**

PREPARED FOR:

Status Homes Property Developers (Pty) Ltd

Mr. Alphonso Les Lamour

**Office B2, 1st Floor, Scala House
5 Norfolk Street, Observatory, 7925**

Tel: +27 (0) 21 447 2012

PREPARED BY:

Metroplan Town & Regional Planners

Mr. Lance Anthony Del Monte

**7 Upper Dickens Street, Central
Port Elizabeth, 6001**

Tel: +27 (0) 41 373 1843

Fax: +27 (0) 41 373 1838

METROPLAN REF.:

PLE/17008 Rev 0.0

DATE:

September 2018

FILE REF.:

T:\Metroplan 2008\Projects 2017\17008ple\Ple17008-Report (Rev00).Doc

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APPLICATION FOR THE SUBDIVISION AND REZONING OF PORTION 9 OF THE FARM KRANSHOEK NO. 432, KNYSNA ROAD

MOTIVATION

1 BACKGROUND

1.1 Appointment

Status Homes Property Developers (Pty) Ltd has commissioned Metroplan Town Planners to Submit land use applications to the Bitou Municipality to obtain the appropriate land use rights for the development of Portion 9 of the Farm Kranshoek No. 432. The authorisation to submit an application was obtained through a Power of Attorney signed between the Land Owner, Stella Winifred Olivier and Metroplan Town Planners on 17th August 2018, and a Deed of Sale signed on 24 March 2017, between the Land Owner, Stella Winifred Olivier and Status Homes Property Developers (Pty) Ltd. (Refer to **Annexure A** for the Power of Attorney, and **Annexure B** for Deed of Sale.)

Appropriate land use rights will be obtained within the provision of the Land Use Planning By Law of the Bitou Municipality under the LUPO Scheme Regulations of Section 8.

1.2 Integrated Development Process

Status Homes intends acquiring the adjacent land portions, 7 and 8, as part of a larger integrated development. However, this application comprises, at this stage, only portion 9. As will be seen later in the report, a Framework Plan showing the planning intent for all three portions is presented to contextualise the proposals on portion 9.

1.3 Position of the Site Within Context of Plettenberg Bay

Kranshoek is situated approximately 8km by road from the Town Centre of Plettenberg Bay off the Robberg Road which connects western portions of Plettenberg Bay through the Robberg Road to the N2 further west. (Refer to **Plan 1**.)

Kranshoek itself comprises a number of township extensions linked together by a network of tar and gravel roads set back at approximately 1km from Robberg Road.

The three land portions incorporated with the Urban Edge, approximately 65,77ha in total, would in future accommodate a significant amount of the housing backlog. Preliminary planning of the three portions recorded approximately 1 720 housing units.



Although Kranshoek is 8km from Plettenberg Bay, it is viewed as a node and despite the limitation and the friction of distance, i.e. not within 10-minute walking distance from critical economic and social infrastructure nodes, it is within walking distance of a growing public transport system which still is within 15-minute driving distance from the main economic and social nodes.

1.4 Locality of the Site

The farm portion (Portion 9) is positioned to the east of the town of Kranshoek and abuts Trekkerspad where urban development starts. Urban development consisting of affordable housing and a school can be found to the west of the site with mostly vacant land to the north and agricultural farm portions (Portions 7 and 8) to the east and south. (Refer to **Plan 2**.)



2 EXISTING SITUATION

2.1 Cadastral Details and Extent of Area

The original total extent of Portion 9 of the Farm Kranshoek No. 432 was 25,9487Ha. Approval was granted in terms of Act 70 of 1970 for the subdivision, rezoning and departure on a portion (0,46Ha) of Portion 9 of the Farm Kranshoek No. 432 reducing the size of the remainder of the land to approximately 25,58Ha. (Refer to **Annexure C.**) This was approved on 6 September 2016.

2.2 Current Zoning

The subject erf is currently zoned "Agriculture" in terms of Section 8 of the LUPO Scheme Regulations. Application will simultaneously be made for the subdivision of Agricultural Land Act, 1970 (Act 70 of 1970) if required.

The Agricultural zoning does not permit the mix of uses envisaged in the proposed development. The rezoning will enable a variety of uses on the subject site thereby maximising its development potential.

Plan 3 depicts the approximate zoning status of the surrounding properties, which are predominately zoned Residential.

2.3 Existing Land Use

Portion 9 of the Farm Kranshoek No. 432 is not completely undeveloped and in fact has numerous residential buildings situated on it. Abutting erven are mostly residential buildings or vacant land. (Refer to **Plan 4.**)

A small Industrial area is situated north of the site. Other land uses indicate business facilities (shops), a community centre and library, clinic and a school.

The Developer intends to demolish all existing buildings to accommodate the new Layout Plan.

2.4 Physical Environmental Situation

2.4.1 Topography and Drainage

The site slopes gently to the east and south-east, with one non-perennial water course traversing the site with a west to east, and west to south-east flow pattern. (Refer to **Plan 5.**)



2.4.2 Geology and Soils

The site is situated mostly on Arenite with soils depth of between 450mm and 750mm. Arenite is a sedimentary rock with sand grains of medium nature. Provision may have to be made for special founding bases due to the high clay context in the soils around Kranshoek. (Refer to **Plan 6.**)

2.5 Biophysical Environment

2.5.1 Flora

The north-eastern tip of Portion 9 falls within an area classified by SANPARKS in terms of their Critical Biodiversity Areas Map of the Garden Route, as an Ecological Support Area (ESA). The ESA are supporting zones or areas which must be safeguarded as they are needed to prevent degradation of Critical Biodiversity Areas and formal Protected Areas. (Refer to **Plan 7.**)

The rest of Portion 9 was used for Extensive Agriculture (stock farming) and consists mainly of a mixture of non-indigenous trees such as Pines, Bluegums and Wattle interspersed with grassland (grazing) and areas of Fynbos. No crop farming is evident on the site. (Refer to **Annexure D.**)

SANBI in 2006 classified the vegetation status of the area around Kranshoek as vulnerable. (Refer to **Plan 8.**) The ENPAT report of 2003 classifies the area to the east of Kranshoek and which incorporates Portion 9 as Grass and Shrub.

2.6 Engineering Utilities

Information on Civil Engineering Services was extracted from a Preliminary Civil Engineering Services Statement prepared by Bau-Afrika, Consulting Engineers and Project Managers. (Refer to **Annexure H.**) Although only Portion 9 is the subject of this application, the Statement also covers Portions 7 and 8 of the Farm Kranshoek No. 432.

2.6.1 Existing Civil Engineering Services

An investigation into the existing civil engineering services and roads has been partially completed in the vicinity of the site and some information was obtained from the Bitou Municipality. Existing services around the site include the following:

- A sewer rising main that runs along the Northern boundary of the site that turns and runs along the Western boundary of the site into the Kranshoek residential development.
- A bulk water main that runs parallel to the sewer rising main mentioned above and turns into the Kranshoek residential development west of the site.



2.6.2 Proposed Civil Engineering Services

2.6.2.1 Stormwater

- New stormwater system to discharge overland into a new regional detention pond situated in the top North Eastern public open space adjacent to the institutional zone which will then be discharged into the existing pond to the east.
- New stormwater system to discharge overland into a new regional detention pond situated in the bottom South Eastern public open space adjacent to the institutional zone.
- Two new areas have been proposed for “services servitudes” to allow for the drainage of low points.
- An internal stormwater system will be further investigated and designed to discharge the stormwater run-off adequately as per the “**Guidelines for Provision of Engineering Services and Amenities in Residential Developments**” as published by the CSIR.

2.6.2.2 Sewer

- The new internal sewer system will connect to the existing sewer system mentioned above in Section 2.6.1 and will consist of a uPVC sewer reticulation system of various sizes.
- A new sewer servitude is proposed to run along the Northern border of the site.
- With the further full capacity analysis done with the application for rezoning and subdivision it will be determined what the impact of the proposed development on the existing external reticulation system will be and what upgrades will need to be implemented.
- The following design flow criteria will be applicable to the internal sewer reticulation system requirements:

DOMESTIC SEWER DEMAND RESULTS			
LAND USE	NO OF UNITS	DISCHARGE AADD	SEWER AADD (l/day)
Dwelling Houses	1361	500	680 500
Flats	361	315	99 540
Shopping Centre	18 662m ²	2.8	52 254
School & Crèche	4.13ha	4000	16 520
Place of Worship	4	1400	5600
Health Clinic & Community Hall	26621m ²	3.5	93 174
TOTAL			947 587



The domestic sewer demands will be designed for as per the “Guidelines for Provision of Engineering Services and Amenities in Residential Development” as published by the CSIR using 70% of the domestic water demands.

2.6.2.3 Water

- The new internal water system will consist of a uPVC water reticulation system of various sizes.
- Installation of water meters will be done as per the regulations of the Bitou Municipality.
- With the further full capacity analysis done with the application for rezoning and subdivision it will be determined what the impact of the proposed development on the existing external reticulation system will be and what upgrades will need to be implemented.
- The following design flow criteria will be applicable to the internal water reticulation system requirements:

DOMESTIC SEWER DEMAND RESULTS			
LAND USE	NO OF UNITS	DISCHARGE AADD	SEWER AADD (l/day)
Dwelling Houses	1361	600	816 600
Flats	361	450	142 200
Shopping Centre	18 662m ²	4	74 648
School & Crèche	4.13ha	5715	23 600
Place of Worship	4	2000	8 000
Health Clinic & Community Hall	26621m ²	5	133 105
Public Parks	10.986ha	4286	47 083
TOTAL			1 245 236

The domestic water demands will be designed for as per the “**Guidelines for Provision of Engineering Services and Amenities in Residential Developments**” as published by the CSIR.

2.6.2.4 Roads and Access

- Access to the development will be provided off Trekkers Road which runs on the top Western boundary of the site.
- A transport Impact Study to determine the transport related constraints and appropriate mitigation measures within the Kranshoek area will be done in due course.



- The geometric design, cross section and structural design of the roads will be based on the accepted standards for the class of roads proposed.
- Road layer works requirements will be finalised during the detail design stage.

2.6.2.5 Telecommunication and Data

- New Telkom and Data ducting sleeves are to be installed in accordance with the requirements of SABS 1200LC.

2.6.2.6 Electrical

- Electrical service assessment was done by Clinkscales Maughan-Brown. (Refer to **Annexure H.**)
- The electrical supply authority for the area is Eskom therefore the distribution network will have to comply with their requirements and standards.
- It has been assumed that the existing Eskom 22kV overhead line across the site will be relocated to follow the road reserves and that the network will be extended and augmented to accommodate the planned development.
- The electrical demand is at this stage estimated as follows:

a) 559 Dwelling houses @ 6.9kVA each x 0.3df	=	1 157 kVA
b) 316 Flats @ 6.9kVA each x 0.3df	=	654 kVA
c) Shops @ 500kVA x 0.7df	=	350 kVA
d) School / creche @ 100kVA x 0.7df	=	70 kVA
e) Place of worship @ 40kVA x 0.7df	=	28 kVA
f) Health Clinic @ 40kVA x 0.7df	=	28 kVA
TOTAL		2 287 kVA

2.6.3 Conclusion

Based on the above findings, suitable civil engineering services and road access can be provided to the proposed development. At this stage we do not foresee any engineering constraints which would make the proposed town planning framework unsuitable for development.



3 POLICY FRAMEWORK

3.1 Bitou Municipal Spatial Development Framework (2017) (BMSDF)

3.1.1 Housing demand and land required

In order to understand the overall Future Land Use Policy Framework of the Bitou Municipality, the BMSDF was used as a reference. The proposals around the Kranshoek area in particular have been used to inform the planning proposals on Portion 9. Whereas the majority of the population resides in Plettenberg Bay, Kranshoek is a significant node of population concentration and growth, consistent with the trend in Bitou as a whole. With a growing population, improvement in infrastructure will be necessary together with increasing pressure for housing.

Kranshoek houses some of the lowest income levels and future demand for housing will therefore concentrate at the entry level of housing, making use predominantly of Government Housing Subsidy instruments. According to the report entitled “Affordable Rental Housing Strategy and Plan” prepared for the Bitou Municipality in 2017, Bitou experience a population growth of 5,4% with 33% of the households housing incomes between R1 983 to R7 928 and a further 14% housing incomes between R7 929 to R15 850.

Housing supply in Kranshoek would need to cover all these income groups in addition to those who fall outside of the Government Subsidized income bands. However, “real demand” from Government Assisted Housing is difficult to determine on census and other available figures and in terms of this report to test the “real demand” requires the practical delivery of actual projects to cover the lowest number in the continuum and then allow the response to these to indicate further assessment of “real demand”.

Although the “Affordable Rental Housing Strategy and Plan” report concentrates on the demand for “Social Housing” the demographic statistics are applicable to all housing tenures and types. The demand for those earning between R1 983 – R15 856 is estimated to be anything between 500 - 2 000 units with the highest demand for those earning between R1 983 – R3 964 per month.

The BMSDF of 2017 states that the current housing backlog at Kranshoek is 486 housing units with a future forecast of 1 007 to the year 2030, making a total of 1 493 units. (Refer to **Annexure G** for Table 5.3.10 – Housing and Land Need.) The Framework Plan of the three portions would adequately provide for this demand. In order to accommodate the total, 44,66Ha will be required.



3.1.2 Kranshoek's importance in the greater Plettenberg Bay

The land development objectives as it applies to Kranshoek through the BMSDF proposes that Kranshoek develops as a future growth node (development occurring backwards to Plettenberg Bay along the airport road corridor) with growth commencing from the Kranshoek node eventually linking Kranshoek with Plettenberg Bay. The BMSDF further suggests that residential development around Kranshoek should be on land continuous with Kranshoek with development upwards of 1 000 units at a maximum density of 25u/Ha gross.

Kranshoek should be promoted as a balanced, self sufficient settlement with commercial and retail frontages on the main road and a possible resort onto the coast to the south. Some of the principles to give effect to this broad objective would be the need to develop an economic base in Kranshoek itself, improve accessibility into the larger system between Plettenberg Bay and balance the constraints and opportunities created by the airport which is seen as an economic catalyst half way between the two settlements.

3.2 The Urban Edge

During October 2016 an amendment to the BMSDF of 2013 was initiated by the Bitou Municipality which involved adjusting of the Urban Edge to incorporate Portions 7, 8 and 9 of the Farm Kranshoek No. 432. This was prompted by the ever-increasing demand for housing in Bitou in general and Kranshoek in particular. These three land portions now incorporated within the Urban Edge, have a particularly high residential development potential because of their proximity, accessibility and level topography suited for the development of affordable housing. (Refer to **Plan 9**.) In the Report on Amendment of the BMSDF of October 2016 compiled by W. M. De Kock and Associates, emphasis was placed on the need to promote higher residential densities with the planning of sites within the Urban Edge aimed at higher residential densities. The number of units planned in terms of this report is stated as being 1 400 for Kranshoek. (Refer to **Annexure G** for the Tables on pg. 8 of the report which shows present and future need.)

The three land portions now included within the Urban Edge 65,8Ha, will be able to accommodate 1 645 units at a density of 25 units per Ha. Portion 9 will, theoretically at least, be able to accommodate upwards of 640 units, however every attempt should be made to increase this density to above 25 units per hectare.



4 PROPOSED LAYOUT OF THE DEVELOPMENT

4.1 Proposed Framework Plan for the Development of Portion 7, 8 and 9 of the Farm Kranshoek No. 432

Reference should be made to **Plan 10**. In order to place Portion 9 into the context of the broader development, a Framework Plan has been compiled to better understand the direction and nature of the entire potential development, now within the Urban Edge. This Framework Plan also derives information from a plan compiled by W. M. De Kock and Associates which provides a broad framework of land uses required in the planning of the entire area. (Refer to **Plan 11**.) The combined portions make up 65,75Ha of which portion 9 (subject of this application) is 25,58Ha.

Provision is made for the following in the Framework Plan:

➤ Residential

- Approximately 1 361 residential units are provided at a gross residential density of 21 units per hectare and an average erf size of 208m². These will be registered to potential beneficiaries under Free Hold Title, making use of both Government Housing Subsidies such as BNG, FLISP, and Social Housing and non-subsidised commercial affordable housing.
- Provision is also made for an erf for Social (Rental Housing) with approximately 316 walk up rental apartments for both subsidised and non-subsidised development. This site is adjacent to the business site and provides an intensification of the node along Trekkerspad.

➤ Business

- A business site to house a shopping centre is located in Portion 9 on Trekkerspad to accommodate the expanding demand for retail.
- Four other lower level business sites are strategically positioned within the Framework.

➤ Institutional Sites

- Twelve institutional sites provide for Places of Worship, a Health Clinic, Crèches and other unanticipated community social facilities.
- Provision is also made for a school closely associated with a large open space and adjacent to the Social Housing (Rental) Site.



➤ **Open Space**

- Provision has been made for parks within eight definable residential clusters.
- Open spaces are also created to accommodate non-perennial water courses and the Ecological Support Area to the north.
- Provision is also made for a sports field associated with a large Community Facility positioned on Portion 7.
- Open Space accounts for 16,7% of the total area.

➤ **Road Network**

- The area is traversed by a main spine road intersecting with Du Plessis Street and running due south providing access to all the residential clusters.
- Other main roads running west-east intersect with road reserves to the east and in the direction of Plettenberg Bay. This provides greater connectivity to the surrounding area.
- Internal road systems giving direct access to the residential clusters consist of closed loops and short stub roads.
- Restricted access is placed along all the major roads to prevent traffic conflict.
- Road reserves account for 21,55% of the total area.

4.2 Proposed Subdivision and Rezoning of Portion 9 of the Farm Kranshoek No. 432

Refer to **Plan 12** when reading this section. The CSIR Guidelines for the Provision of Social Facilities in South African Settlements was used as a reference document for the supply of appropriate land uses.

4.2.1 Residential Development

Provision is made for 559 Residential Zone I erven. It is proposed that a range of housing typological options will be made available within is area. The predominant mix will be:

- Single and double storey, free standing and semi-detached houses.
- Single and double storey, row houses (Refer to **Annexure E.**)

Provision is also made for one Residential Zone IV site, which will be able to accommodate up to 316, three storey walk up apartments at a maximum density of 110 units per hectare nett. (Refer to **Annexure E.**) This proposal is consistent with higher densities being placed near to social (school) and economic (shopping centre) amenities.



The gross residential density of all the potential residential units is 31,2 units per hectare. The Residential Zone I units have a gross residential density of 21,9 units per hectare, with an average erf size of 184m². No Residential 1 Zone erf is smaller than 8m x 20m (160m²).

The following income groups are to be catered for:

Monthly Income	Funding Instrument	Tenure
R1 500 – R15 000	SOCIAL HOUSING CAPITAL GRANT	RENTAL
R3 501 – R22 000	FLISP GRANT	OWNERSHIP
> R9 000	BONDED NON-SUBSIDISED	OWNERSHIP

The Residential Zone 1 erven are divided into 3 Phases, with Phase 1 encompassing also a business site, a site for social housing, and a school site. This is in keeping with the philosophy of developing incrementally and in keeping with a dynamic market where “real demand” is difficult to predict over the long term.

4.2.2 Business

Provision is made for one Business Zone I site of 13 437m². This site situated on the main road from Robberg Road to Kranshoek is at the intersection of Du Plessis Street and Trekkerspad, making it accessible to both the existing and future growing population. Within the complex provision will also be made for Institutional Uses. A site for a corner shop is provided at the intersection of the 20m spine road on the southern boundary of the site.

4.2.3 Open Space System

A hierarchy of Public Open Spaces is envisaged to make provision for play fields and play parks situated in strategic positions to serve the residential community with three smaller housing clusters served by small parks.

Provision is made within the Framework Plan encompassing Portions 7, 8 and 9 for larger open spaces and sports fields. The three residential portions are interconnected and are easily accessible from all three phases of development.



4.2.4 Roads

The layout of the road network is based on a hierarchy of roads. These range from the arterials to the local access roads.

Provision is made for a 20m wide road reserve which will serve as the main access road to the three phases of development. In terms of the Framework Plan, it will also provide access to the Portions 7 and 8. The road system internal to the various phases, provides direct access to residential erven which will be by way of 10m road reserves.

Stub roads of 8 – 10m reserve width provide access to clusters of units of not more than 50m in length. Entrance to the three clusters is provided with 16m wider reserves to accommodate refuse and security infrastructure, should the communities wish to be gated at a later stage.

4.2.5 Community Facilities (Public and Social)

Within Portion 9 an Institution Zone 1 site of 3,86Ha is planned to house a school. The school site is strategically positioned to take advantage of an adjacent open space aimed at accommodating the Ecological Support Area (ESA) providing also an opportunity for the creation of sports facilities on the non-affected areas. A site for a Health Clinic is also envisaged under Institution III Zone.

A further two Institutional sites to house Places of Worship are strategically placed along the spine route. Apart from the existing Crèche resulting from a minor subdivision of Portion 9, an additional crèche site is provided centrally and associated with a Public Open Space.



4.3 Spatial Budget

Table 2 shows the spatial budget for the proposed development on Portion 9. It depicts the land uses for the proposed zoning and their percentage in terms of the whole development. The following Spatial Budget is applicable to the application:

ZONING	LAND USE	ERVEN	AREA (HA)	DENSITY	RESIDENTIAL UNITS	% ALLOCATION
Residential Zone I	Dwelling Units	559	10,3114	54,21 u / ha NETT	559	40,31%
Residential Zone II	Flats	1	2,8681	110,00 u / ha NETT	316	11,21%
Business Zone I	Shops / Shopping Centre	2	1,4682	-	-	5,74%
Institutional Zone I	School Crèche	2	3,9372	-	-	15,39%
Institutional Zone II	Place of Worship	2	0,1457	-	-	0,76%
Institutional Zone III	Health Clinic	1	0,19420	-	-	0,76%
Open Space Zone I	Public Parks	3	1,3389	-	-	5,23%
Transport Zone I	Roads	-	5,3163	-	-	20,78%
TOTAL		570	25,5800	34,21 u / ha GROSS	875	100,00%



5 PROPOSED APPLICATION

Application is made to:

1. Subdivide Portion 9 of the Farm Kranshoek No. 432 into 885 portions and roads.
2. Rezone Portion 9 of the Farm Kranshoek No. 432, in terms of Section 8 of the LUPO Scheme Regulations, from Agricultural to Residential Zone I, Residential Zone IV, Business Zone I, Institutional Zone 1, Institutional Zone II, Institutional Zone III, Open Space Zone I, and Transport Zone 1, as depicted on **Plan 12**.
3. Road and Public Open Spaces will vest in the Bitou Municipality on confirmation of the Plan and the registration of the first erf.
4. Application is also being made for the relaxation of the side Building Lines on all Residential Zone I erven to provide for the construction of semi-detached and row houses with party walls.



6 PROPOSED APPLICATION

6.1 Character of the Surrounding Area

Greater demand for a variety of housing options in the area is contained in the BMSDF, its amendments (2017) and information contained in the Affordable Rental Housing Strategy and Plan of 2017. Although the latter document concentrates on Social (Rental) Housing, the population statistics are still applicable to all housing types and tenures facilitated by a number of Government Housing Subsidy Instruments.

The proposed development is in keeping with the character of the surrounding area which is largely residential. The added facilities such as a Shopping Centre, School, Places of Worship and a Crèche will help in achieving the aim of promoting a balanced, self-sufficient settlement with commercial and retail frontages on the main street providing a stronger sense of place.

6.2 Location and Accessibility

Kranshoek is 8km from the Centre of Plettenberg Bay and its location requires the improvement of accessibility as expounded in the BMSDF. It finds itself as a node at the end of a corridor which will be linked into the Plettenberg Bay system. Road access (Robberg Road) is good despite the distance between the two nodes.

However, vehicle travel time ought not to be more than 15 minutes to the main economic centres to make further expansion of Kranshoek viable. The subject site connects directly to the access road and onto Robberg Road.

6.3 Development Potential

Portion 9 is unique in its development potential being relatively flat and immediately adjacent to the existing development of Kranshoek. Most of Portion 9 can be utilised for development rendering a reasonable amount of residential opportunities.



6.4 Functional Integration

The proposal extends the notion of creating integrated environments as advocated by the BMSDF through the creation of a mixed-use area. The development has a mixed-use component incorporating a residential, recreational and retail component. This provides a functionally integrated environment that enables the interaction of the living, working and recreational areas which are all accessible to the residents.

The mixed-use component of the development also creates a higher density environment which is in line with the principles of densification forwarded by the BMSDF to create a compact settlement, although it is believed that 25 units per hectare is a relatively low density.

6.5 Residential Market

A significant increase in housing demand over the past years and the subsequent focus on affordable housing at National and Local levels has led to neglect of lower / middle income groups. Thus, the development seeks to cater for this neglected group whose demand for houses has also increased over the years.

6.6 Consistency with SPLUMA Principles

6.6.1 Spatial Justice

The principle of spatial justice promotes the equitable access to land through land use management and spatial planning policies. It emphasises the redress of past imbalances and promotes the inclusion of persons and communities previously excluded from development opportunities.

The proposed rezoning and subdivision promote spatial justice through the provision of a variety of housing tenures and typologies for residents of the municipality, thus, providing access to land to a majority of people who otherwise might not have been able to buy homes. Access to land is also made available to a majority of previously excluded individuals.

The Bitou Municipality has a housing backlog of over 8 800 units, and partnership with the private sector is needed to address this need. The proposed development will assist in reducing the backlog by providing much needed housing for the Gap market who cannot access fully subsidised government housing.



6.6.2 Spatial Sustainability

The principle of spatial sustainability promotes the harmonious interaction between the built and natural environments. It ensures the protection of sustainable use of natural resources.

A small portion of the subject site falls within an area known as an Ecological Support Area (ESA) as outlined in the BMSDF (2017). An Environmental Impact Assessment will be undertaken to determine environmental impact and care will be taken to preserve existing indigenous vegetation and natural environment. The development of the site will be guided by environmental policies and will be in line with the outcomes of the Environmental Authorisation where applicable.

The inclusion of Business Use and Open Space is aimed at creating an integrated sustainable human settlement. The proposed subdivision and rezoning will not impact negatively on the natural environment, it however promotes the integration of the natural and built environment.

6.6.3 Efficiency

The principle of efficiency highlights the need for optimal utilisation of existing resources and infrastructure. The proposed layout provides a road network that promotes internal circulation and linkages to the existing road network. The area is accessible from Robberg Road via Trekkerspad.

The proposed development is easily accessible and will efficiently utilise existing resources.

The proposed infrastructure and services will enable the development of a sustainable settlement. Provision will be made for access to municipal bulk services. Substations will be identified for bulk electricity connections.

6.6.4 Spatial Resilience

Spatial resilience ensures the development of the area is within the existing policy guidelines. The proposed development is in line with existing policy and structure plans which propose housing and community development on the eastern side of Kranshoek. A potential density of 34 units per hectare is proposed for the area which is 25,58Ha, the impact will therefore be minimal.



7 PROPOSED APPLICATION

The proposed development will address the ever-increasing demand for residential accommodation in the Bitou. It is also in line with Bitou's future plans for the residential development on the subject site and surrounding areas in Kranshoek.

The development is also desirable as it is accessible from existing and proposed arterial roads. The intensification of Kranshoek through the proposed development not only on Portion 9, will provide impetus to the plan to provide an elevated level of self sufficiency also linking the node to Plettenberg Bay along a corridor of mixed use and increased residential density making a viable and efficient public transport system possible. This to a large extent will overcome the friction of distance that Kranshoek currently experiences.



PLANS

PLAN 1	LOCALITY PLAN WITHIN BITOU
PLAN 2	LOCALITY WITHIN LOCAL CONTEXT
PLAN 3	CURRENT ZONING STATUS
PLAN 4	LAND USE PLAN (PHOTO AND USES)
PLAN 5	TOPOGRAPHY AND DRAINAGE (BMSDF)
PLAN 6	GEOLOGY
PLAN 7	BIO DIVERSITY
PLAN 8	VEGETATION STATUS - SANBI CLASSIFICATION (BMSDF)
PLAN 9	URBAN EDGE PLAN – W. M. DE KOCK
PLAN 10	OVERALL FRAMEWORK PLAN
PLAN 11	W. M. DE KOCK FRAMEWORK PLAN
PLAN 12	PROPOSED SUBDIVISION PORTION 9 OF FARM KRANSHOEK NO. 432

ANNEXURES

ANNEXURE A	POWER OF ATTORNEY
ANNEXURE B	DEED OF SALE
ANNEXURE C	CADASTRALS
ANNEXURE D	PHOTOS OF SITE
ANNEXURE E	HOUSE PLANS
ANNEXURE F	TITLE DEED T23292/1991
ANNEXURE G	HOUSING AND LAND NEED
ANNEXURE H	PRELIMINARY CIVIL ENGINEERING SERVICES STATEMENT

APPLICATION FORM

1. APPLICATION IN TERMS OF THE LAND USE PLANNING APPLICATION FORM - BITOU MUNICIPALITY: LAND USE PLANNING BY-LAW

REFERENCE DOCUMENTS

1. BITOU MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORK 2017 – STATUS QUO REPORT – CNdV AFRICA (PTY) LTD
2. AMENDMENT TO THE BITOU SPATIAL DEVELOPMENT FRAMEWORK – REPORT ON AMENDMENT OF THE URBAN EDGE FOR PLETTENBERG BAY, KRANSHOEK, WITTEDRIFT AND KURLAND – OCTOBER 2016 – W.M. DE KOCK ASSOCIATES
3. AFFORDABLE RENTAL HOUSING STRATEGY AND PLAN – “CREATING INCLUSIVE URBAN ENVIRONS IN BITOU THROUGH AFFORDABLE RENTAL HOUSING” – BITOU MUNICIPALITY - CIRCA 2017
4. BITOU MUNICIPALITY – INTEGRATED DEVELOPMENT PLAN – 2017 – 2022 – BITOU MUNICIPALITY
5. DRAFT WARD PLAN OF WARD 4 (KRANSHOEK)
6. CSIR GUIDELINES FOR THE PROVISION OF SOCIAL FACILITIES IN SOUTH AFRICAN SETTLEMENTS AUGUST 2012 EDITION – CSIR
7. KRANSHOEK PRELIMINARY FRAMEWORK AND REZONING JANUARY 2017 – W. M. DE KOCK ASSOCIATES

ANNEXURES

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POWER OF ATTORNEY

I, the undersigned,

Stella Winifred Olivier (ID – 3712010037080)

the registered owner of

PORTION 9 OF THE FARM KRANSHOEK NO. 432, KNYSNA ROAD

hereby nominate, constitute and appoint **METROPLAN TOWN AND REGIONAL PLANNERS** with powers of substitution in, and to be my lawful agent in my name, place and stead in:

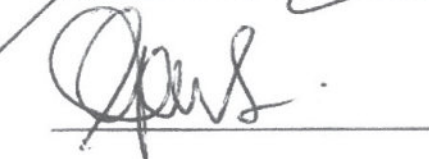
1. APPLICATION FOR SUBDIVISION IN TERMS OF THE SUBDIVISION OF AGRICULTURAL LAND ACT 70 OF 1970.
2. APPLICATION FOR REZONING AND SUBDIVISION IN TERMS OF THE SPATIAL PLANNING AND LAND USE MANAGEMENT ACT (ACT 16 OF 2013)
3. APPLICATION FOR ENVIRONMENTAL AUTHORISATION IN TERMS OF THE NATIONAL ENVIRONMENTAL MANAGEMENT ACT 107 OF 1998.
4. APPLICATION FOR REMOVAL OF RESTRICTIVE CONDITIONS (IF REQUIRED) IN TERMS OF ACT NO. 84 OF 1967

In respect to the abovementioned property, and in general, to achieve the abovementioned goals and to do or have done just as completely and effectively as I would have done it had I been present and acted therein - and I ratify, allow and confirm herewith and promise and agree to ratify, allow and to confirm anything and everything that my abovementioned **AGENT** may herewith lawfully do or have done.

SIGNED AT KRANSHOEK THIS 17th DAY OF AUGUST 2018

AS WITNESSES:

1. 

2. 



Farmers Choice
The Craggs
P O Box 106
The Craggs
6602



Tel: 044-533 5981
Fax: 044-533 5980
Mobile: 082 - 448 7953
Lucinda@farmerschoice.co.za

DEED OF SALE

MADE AND ENTERED BY AND BETWEEN

STELLA WINIFRED OLIVIER

ID number : 371201 0037 080

widow

SARS income tax registration number:.....

Herein after called the **SELLER** of the one part;

and

**STATUS HOMES PROPERTY
DEVELOPERS (PTY) LTD**

Registration number 2012/149202/07

SARS income tax registration number: 923 936 5183..

Represented by Alphonso Les Lamour ID 520127 5082 088

Duly authorized to sign on its behalf

herein after called the **PURCHASER** of the other part.

WHEREAS the SELLER is desirous to sell the property to the PURCHASER;

AND WHEREAS the PURCHASER is desirous to purchase the said property.

NOW THEREFORE IT IS AGREED AS FOLLOWS:-

1. That the SELLER sells the property hereinafter described and the PURCHASER purchases the said property subject to the terms and conditions of the Deed of Sale :-

The property hereby sold is described as :

PORTION 9 OF THE FARM KRANSHOEK NO.432, KNYSNA RD, as described on Surveyor-General Diagram No. A3593/1924, 25,9487 ha in extent – see attached

Together with all buildings and erections thereon and all fixtures and fittings of a permanent nature pertaining thereto.

SUBJECT to all the conditions and servitudes mentioned or referred to in the current and prior Title Deeds and/or Sectional Title Register of the Property, and to all such conditions and to the extent such as it now lies, "voetstoots", upon the following terms, namely :-

2. PURCHASE PRICE

The purchase price of the said property shall be the sum of

R 5 000 000 (FIVE MILLION RANDS ONLY) plus three houses in the development at a value of R200 000 each – see clause 21.1 below. Payable as follows :-

- 2.1 a deposit in the amount of 10% payable within 10 working days from date of fulfillment of all the suspensive conditions, which shall be paid directly to the trust account of the transferring attorneys, who are hereby authorized in terms of Section 78(2A) of the Attorneys Act 1979 (Act No 53 of 1979), to invest the said amount in an interest bearing trust account pending date of registration of transfer, the interest to the credit of the Purchaser.
- 2.2 an acceptable, unconditional and irrevocable bank guarantee for the balance purchase price, payable free of exchange, via ACB, at Plettenberg Bay on date of registration of transfer, to be delivered to the offices of the transferring attorneys within 30 days, after all suspensive conditions have been fulfilled, payable on date of registration of transfer.

3. TRANSFER

Transfer of the property shall be effected by the SELLER's Conveyancers, PAUL JORDAAN ATTORNEYS of Plettenberg bay, within a reasonable time after the PURCHASER has complied with the provisions of Clause 2 hereof, and made payment of the costs of this Agreement and of all costs associated with registration of transfer of the Property and matters incidental thereto, according the prescribed conveyancing tariffs tables calculated in accordance with the guidelines prescribed by the various Law Societies with Deeds Office charges according to the list in the Notice in the Government Gazette that is applicable from time to time together with disbursements associated therewith for all of which the PURCHASER shall be liable and obliged to make provision upon demand.

4. POSSESSION AND OCCUPATION

4.1. Possession of the property shall be given to the Purchaser on registration of transfer.

4.2. Vacant occupation shall be given to the Purchaser on registration of transfer notwithstanding all other conditions referring to occupation as set out in this agreement.

5. WAIVER

Notwithstanding any express or implied provisions of this Agreement to the contrary any latitude of time may be allowed by the SELLER to the PURCHASER in respect of any payment provided for herein or any matter or thing which the PURCHASER is bound to perform or observe in terms hereof shall under no circumstances be deemed to be a waiver of the Seller's rights at any time, and without notice, to require strict and punctual compliance with each and every provision of the terms hereof.

6. NOTICES

Each and every notice, reminder for any of the parties to this Agreement shall be sent by registered post and shall be taken as delivered 6 (six) days after the date on which it was posted :-

THE SELLER :

STELLA OLIVIER
C/O PAUL JORDAAN ATTORNEYS
PLETTENBERG BAY

Tel. no. 044 – 533 2140

THE PURCHASER :

C/O MICHAEL WHITE
LEXICON
CORNER WESTBOIURNE AND CLEVEDON ROADS
CENTRAL
PORT ELIZABETH 6001

Tel. 041 373 7434

E-mail: Michael@lex-icon.co.za

Either party may from time to time vary its/his/her address chosen as domicilium citandi et executandi provided that any new address to the substituted shall only become effective on the date written acknowledgment of receipt of the notice to that effect, given by the other party has been received.

Sweco
G&P

7. DESCRIPTION

If the property has been erroneously described herein such error shall not be binding upon the parties but the description of the Property as set out in the current and/or prior deeds shall apply and in such event the parties agree to the rectification of this contract to conform to their intention. The SELLER shall not be required to indicate to the PURCHASER the position of the beacons and/or pegs upon the Property.

8. ESTATE AGENTS COMMISSION

The Seller undertakes to pay to FARMERS CHOICE ESTATE AGENTS, a brokerage fee in respect of the sale at 5% plus VAT, which brokerage shall be deemed to have been earned upon conclusion of the sale and if applicable, the waiver or fulfillment of any suspensive conditions. Payment of the brokerage fee shall be made upon registration of transfer. The brokerage fee plus VAT is a first charge against the deposit and/or proceeds of the sale referred to above. The Agent shall be entitled to negotiate any shortfall in this respect with the Purchaser. If the sale is cancelled through a breach of contract on the Purchaser's part, or by mutual consent then the Agent shall be entitled but not obliged, to claim such brokerage fee from the Purchaser in which case, such claim will not be dependent upon transfer of the property. The Seller by their signature hereto irrevocably authorizes and instructs the said conveyancer in rem suam to pay the Agent its brokerage fee and VAT in terms of this agreement from the proceeds of the sale. In the event that the deposit referred to in 4.1 above is insufficient to cover the payment of brokerage fee and VAT, the Seller hereby irrevocably instructs his conveyancer to furnish the Agent with a written undertaking for this purpose. Should the Purchaser commit any breach of the terms and conditions of this sale, the Purchaser shall be liable to pay Farmers Choice Estate Agents the brokerage fee set out above. The brokerage fee shall be payable on demand. The provision of clause 8 is applicable to the Seller mutatis mutandis.

The Conveyancer is duly and irrevocably instructed to keep the Agent covered for the brokerage fee in terms of this clause.

9. RATES AND TAXES AND LEVIES

The present financial year for local authorities will end 30 June 2017.

General Rates is an annual charge that is raised on the 1st of July every year. The municipality's Customer Care and Revenue Management By-Law stipulates that the owner of a property on the 1st of July of a particular calendar year, is therefore liable for the General Rates in respect of that property, for the entire financial year.

When the transfer of a property is registered early in the new financial year (e.g. 5 July) the seller is therefore still liable for the General Rates for that entire financial year. This creates a problem, as the old owner is usually under the impression that such rates will be charged to the account of the new owner, including the total of any arrears.

Section 118 of the Local Government Municipal Systems Act requires that a local authority certify in a clearance certificate, that all outstanding monies in connection with the property

being transferred, have been paid in full for a period not exceeding two years prior to the date on which clearance is applied for.

The sellers are therefore advised that they will be liable for the new year's rates and that such rates will be charged to their accounts. **The municipality will not apportion rates between the buyer and seller, as the charge is one undivided debt.**

The transferring attorneys will, on date of registration of transfer, calculate the apportionment rates between the parties and will attend to payment thereof accordingly. Therefore provision is made in the pro forma cost account for payment of pro rata rates and taxes.

HISTORICAL MUNICIPAL DEBT RELATING TO PROPERTY

The parties acknowledge that the rates clearance certificate mentioned above, only covers historical debt for a maximum of 2 years prior to transfer. The Seller furthermore indemnifies the Purchaser against any claims for debt which may have occurred at any time prior to this 2 year period, and not yet accounted for.

The Seller further undertakes to settle any historical municipal debt, not covered by the clearance certificate mentioned, that comes to light before or after transfer, immediately on request by the Purchaser, directly to the Municipality and furnish the Conveyancer or Purchaser, as the case may be, with proof of payment forthwith.

10. ELECTRICAL, GAS AND ELECTRIC FENCE AND BEETLE /ENTOMOLOGY CERTIFICATES

Not applicable

11. INVASIVE SPECIES REGULATION

It is recorded that as far as the Seller is aware, there is presence of listed invasive plant species on the property being sold and the Purchaser therefore accepts the property, inclusive of the vegetation on the property.

12. BREACH

In the event of the Purchaser failing to fulfill on due date any of the terms and conditions of this Deed of Sale, the Seller shall furnish the Purchaser with 7 (seven) days written notice to remedy such default and should the Purchaser remain in default, then the Seller shall have the right either:-

- (a) To cancel the sale by registered letter addressed to the Purchaser, in which event the Purchaser shall, at the option of the Seller, and without prejudice to any other rights which the Seller may have, either forfeit all monies paid to the Seller or his agent in terms hereof, as "rouwkoop", or alternatively be liable to the Seller in pre-agreed damages. In the latter event the Seller shall be entitled to withhold any monies repayable to the Purchaser until his damages have been determined and then to apply set-off against such damages; or

- (b) To claim immediate payment of the whole of the purchase price and the fulfillment of all the terms and conditions hereof.

In the event of the Seller failing to fulfill on due date any of the terms and conditions of this Deed of Sale, the Purchaser shall furnish the Seller with 7 (seven) days written notice to remedy such default and should the Seller remain in default, then the Purchaser shall have the right either:-

- (a) To cancel the sale by registered letter addressed to the Seller and to recover from the Seller all amounts paid towards the purchase price plus costs as well as such damages as she may have suffered; or
- (b) To claim the immediate fulfillment of all the terms and conditions hereof.

13. ENTIRE AGREEMENT

The PURCHASER and the SELLER solemnly declare that :-

- (a) This Agreement constitutes the entire Agreement between them and no other conditions, amendments, additions or cancellation shall be of any force or effect unless such other conditions, amendments, additions or cancellations or representations have been made in writing and signed by both the PURCHASER and the SELLER;
- (b) The SELLER shall not be bound by any representation expressed or implied made by whomsoever other than contained in this Agreement;
- (c) Any concession or condonation made by the SELLER to the PURCHASER in regard to any of the terms and conditions of this Agreement shall be without prejudice to the Seller's rights in terms of this Agreement and shall in no way be construed as a waiver of the SELLER or his rights in terms hereof;
- (d) The PURCHASER has acquainted himself with all the facts concerned which may effect this Agreement before becoming a party hereto and the SELLER shall not be liable for failure to disclose any details that may be within his knowledge, including the vegetation on the property.
- (e) The SELLER shall not be liable to point out any pegs or beacons in respect of the PROPERTY, nor be responsible for the payment of the costs of location thereof.
- (f) The PURCHASER shall receive possession and occupation of the property on date of transfer.

14. VOETSTOOTS

The Purchaser hereby declares that the property was duly inspected, that it is satisfied therewith and accepts it unconditionally. The property is sold "voetstoots" subject to all the conditions and servitudes mentioned, set out in the title deeds of the property and to all such other conditions and servitudes that may exist in regard thereto.

15. NOMINATION

Not applicable

16. MAGISTRATE'S COURT JURISDICTION

The parties hereby agree that in the event of any action being instituted between them and resulting from this Deed of Sale, that the Magistrate Court shall have jurisdiction in terms of Section 28 of the Magistrate's Court Act and consent in terms of Section 45 of the said Act to institute action in the Magistrates Court, notwithstanding that the amount so claimed may exceed the jurisdiction as set out in Clause 29 of the said Act.

17. WARRANTIES

17.1 The Seller hereby warrants in favour of the Purchaser that both at the date of signature of this agreement, and as at the date of transfer of the property:

- 17.1.1 There are no unlawful occupants living on the property;
- 17.1.2 The Seller warrants that there are no claims pending in terms of the Restitution of Land Rights Act No 22 of 1994 or any other acts, ordinances, or regulations, in connection with the farm and no one is entitled to make any such claim;
- 17.1.3 The Seller warrants that no person has any right or claim to occupy the property or any portion thereof, save as specifically disclosed in this agreement.
- 17.1.4 No personal or other servitudes or rights have been granted to any person in respect of the property, other than those mentioned in the present Title Deed;
- 17.1.5 The Seller has not received any notice that any part of the property is required for road widening or other schemes;
- 17.1.6 The Seller has not received any expropriation notices;
- 17.1.7 There is only one signed lease agreement for the use of two of the houses on the property. The lessee is the Kranshoek Kleuterskool. The Lease is effective from the 8th August 2012 for 5 years, with an option to renew for a further 5 years, taking the legal term to 7th August 2022.
- 17.1.8 The Seller warrants that no person or entity has a prior right to purchase the property.

- 17.2. The above warranties shall be deemed to be a representation and an undertaking by the Seller in favour of the Purchaser;
- 17.3 The above warranties shall prima facie be deemed to be a representation of facts inducing the Purchaser to enter into this agreement;
- 17.4 The above warranties shall be presumed to be material.
18. **WITHHOLDING TAX : SECTION 35A OF THE INCOME TAX ACT NO 58 OF 1962 WHERE PURCHASE PRICE IS R2MILLION OR MORE**

Not applicable

19. **SUSPENSIVE CONDITIONS**

- 19.1 This offer is subject to the application for the rezoning of the PROPERTY as proposed by the PURCHASER, out of Agriculture (as envisaged by the Scheme Regulations in terms of section 8 of the Land Use Planning Ordinance 15/1985) be approved by all relevant authorities on or before 30 September 2018, provided that should the application for rezoning of the PROPERTY not be approved timeously the aforesaid period shall be automatically extended with a further period of 12 months. The Seller will, immediately upon being requested to do so, sign all documentation and do all things necessary in order to facilitate the Purchaser making application to the requisite authorities for all approvals required in order to fulfil this suspensive condition and facilitate the proposed development for the property.
- 19.2 That the PURCHASER concludes a mortgage loan agreement for the balance of the purchase of the property, within 45 days from date of the rezoning approval mentioned in clause 19.1 above, and guarantees to be submitted as per clause 2.2 above.
- 19.3 It is hereby recorded that the abovementioned suspensive conditions have been imposed for the sole benefit of the PURCHASER and the PURCHASER shall be entitled to waive any or all of the suspensive conditions by giving written notice to the SELLER to that effect.

20. CONDITION PRECEDENT - REZONING AND CONSOLIDATION

- 20.1 This Agreement is subject to the further condition precedent in favour of the Purchaser in that the Purchaser must be able to obtain approval of:
- 20.1.1 the rezoning of the Property to residential 3, or such other zoning to the satisfaction of the Purchaser in its sole discretion, which zoning must enable the Purchaser to develop the Property in accordance with the intention of the Purchaser,
- 20.1.2 the upliftment of any restrictive title conditions, and
- 20.1.3 the approval of the building plans, in respect of the development of the Property by the Local Authority.
- 20.2 The Parties agree that the abovementioned approvals and consents must be obtained by the Purchaser at its costs, and the terms and conditions of the abovementioned approvals must be to the satisfaction of the Purchaser in its sole discretion.
- 20.3 Should the Purchaser not be able to obtain fulfilment of these conditions from the controlling authorities within the time frames as set out above, due to no fault of the Purchaser, the parties agree that a further extension may be agreed upon. This further extension, will not be unreasonably withheld. However, it is understood that due to the elapse of time since signature, certain conditions in this contract may need to be amended.

21. SPECIAL CONDITIONS

- 21.1 It is a special condition that the Purchaser will build three houses at an agreed value of R200 000 per house, for the Seller or her Nominee, which will be constructed in the same style as the development and with similar finishes. House no.1 will be at least 120m² and will be built in Phase 1, House no.2 and 3 will be at least 100m² and built in phases 2 and 3 respectively. All such houses will have at least 2 bedrooms each. All houses will be ready and painted for the Seller or nominee, to move in within 18 months from date of registration of the property into the name of the Purchaser. The final layout will be by mutual agreement.
- 21.2 It is a special condition that the Purchaser will commission a plaque to be made in memory of the Sellers family. The design, the wording and the position of the plaque to be discussed with the Seller, the cost to be paid by the Purchaser.
- 21.3 It is a special condition that the PURCHASER build a Gazebo for the Seller as discussed. It is agreed that the design and dimensions will be reduced to writing and signed by all parties prior to registration.

21.4 *Subject to Addendums attached
hereto and signed by both
parties*

A

Page 9 of 12

SEWO *AKA*

22. ACCESS

- 22.1 As from date of signature hereof, the Purchaser, its agents and contractors shall have reasonable access to the property for purpose of investigation, survey and soil testing, carrying out market surveys, accepting offers to purchase homes in the purchaser's proposed development on the property, erecting for sale boards, advertising and any other investigations, testing or surveys which the purchaser may in his sole discretion deem necessary.
- 22.2 As from date of signature hereof, the Purchaser shall at its own cost proceed with the application for the establishment of a township, sectional title or group housing development on the property and the seller hereby irrevocably undertakes, without making claim for any change or additional compensation, to sign all applications, including a Power of Attorney for the appointment of the Purchaser or his nominee as the seller's agents and attorney substantially in accordance with the Power of Attorney, as well as all other documents presented to the Seller by the Purchaser as may be required by the Purchaser.
- 22.3 All costs charges relating to any application referred to above, and any investigation work undertaken by the Purchaser shall be borne by the Purchaser. Should this agreement be cancelled or lapse for any reason, or should the parties mutually agree to cancel the agreement, the Seller shall in such event accept and retain the property notwithstanding any change to its land status, jurisdiction, land use or other zoning status which may have been brought about pursuant to any of the application referred to above, and neither party shall have any claim against the other arising for any such change.
- 22.4 Save and except for the above, actual possession and occupation of the property shall be given to the Purchaser upon date of registration of transfer into the name of the Purchaser, as from such date sole risk and profit shall pass to the Purchaser who shall be liable for all rates, taxes and other imports leviable in respect thereof.

23. SURETY

In the event that the Purchaser is a company, the signatory for the Purchaser by his signature hereto binds himself as surety for and co-principal debtor in solidum with the Purchaser under renunciation of the benefits of excussion, division, no value received, on cause debiti and all other legal exceptions which might be raised to the Seller for the performance by the Purchaser of all its obligations in terms of this Agreement.

24. FICA REQUIREMENTS:

The Seller and the Purchaser warrant that their tax affairs in South Africa are up to date, and will be in order at all relevant times during the course of this transaction. The parties furthermore undertake to comply forthwith with all the requirements of the Financial Intelligence Centre Act, as requested by the Agent and the Transferring Attorneys from time to time.

Handwritten signatures and initials are present at the bottom right of the page. One signature is clearly legible as 'Swo'. Another signature is partially legible as 'G...'. There are also some scribbles and other marks.

25. THE STELLA OLIVIER CRECHE – KRANSHOEK KLEUTERSKOOL

- 25.1 It is understood that the Seller has applied for and received written consent to subdivide a certain piece of the property measuring 0.46ha on the basis that it only be used for Institutional Zone 1 (crèche). Consent number 51650 Ref 2016_07_0070 – see attached.
- 25.2 It is understood that the Stella Olivier Crèche will be granted a right of habitation on the depicted portion of land as set out in clause 25.1 above.
- 25.3 It is understood that the Purchaser may wish to relocate the Stella Olivier Crèche to a position which will not impact on the proposed development – see attached Crèche Site Plan for Status Homes dated Feb 2017.
- 25.4 It is agreed that in the event that the Purchaser may need to relocate the Stella Olivier Crèche as a result of the development, the Purchaser will make available an area with a minimum size of 2000m² within the development, on the basis that the Purchaser will construct a new school building, using green technology, to the same standard and size as currently exists, and ensures that there is sufficient outside "play area". The building will be the same style as the development.

26. VALIDITY OF OFFER

This offer becomes a binding agreement if accepted by the seller on or before noon of the
.....
Provided the Seller signs the acceptance below before expires of this offer a binding
Contract of Sale shall upon such signature exist between the Seller and Purchaser.

SIGNED AT

this Tue 7 day of MARCH 2017

AS WITNESSES:-

- 1. [Signature]
- 2. [Signature]

 [Signature]
SELLER

Page 11 of 12
 [Signature]
 [Signature]
 [Signature]

SIGNED AT CHARLESTON

this 7th day of MARCH 2017

AS WITNESSES:-

1. [Signature]

2. [Signature]

[Signature]
PURCHASER

SWD



agriculture,
forestry & fisheries

Department
Agriculture, Forestry and Fisheries
REPUBLIC OF SOUTH AFRICA

VERW/REF.

2016_07_0070

TOESTEMMING
KRAGTENS DIE WET OP DIE ONDERVERDELING
VAN LANDBOUGROND, 1970

CONSENT
IN TERMS OF THE SUBDIVISION OF
AGRICULTURAL LAND ACT, 1970

51650

By virtue of the powers delegated to me by the Minister of Agriculture, Forestry and Fisheries consent is hereby granted in terms of section 4(2) of the Subdivision of Agricultural Land Act, 1970, for the subdivision of the agricultural land described in paragraph 1, into units indicated in paragraph 2, subject to the conditions set out in paragraph 3.

PARAGRAPH 1: THE AGRICULTURAL LAND TO WHICH THIS CONSENT APPLIES

PORTION 9 OF THE FARM KRANSHOEK NO. 432, IN EXTENT 25,9487 HECTARES, DIVISION KNYSNA, WESTERN CAPE PROVINCE

PARAGRAPH 2: CONSENT GRANTED

The subdivision of the above-mentioned agricultural land into two portions measuring approximately 0,46 hectares and 25,58 hectares represented by the figures marked Ptn A and Rem. as shown on the sketch plan which is attached to this Consent.

PARAGRAPH 3: CONDITIONS PERTAINING TO THIS CONSENT

- 3.1 Simultaneously with registration of transfer written proof will have to be submitted that all the conditions imposed by the Bitou Municipality have been complied with.
- 3.2 Simultaneously with registration of transfer a condition must be registered against the relevant title deeds of portion measuring approximately 0,46 hectares (Ptn A), to the effect that it may only be used for Institutional Zone I (crèche) and related purposes.
- 3.3 This consent does not imply that the above-mentioned subdivisions are assured of a permanent water supply.
- 3.4 This consent does not exempt the property from the provisions of any other law, with special reference to the Conservation of Agricultural Resources Act, 1983 (Act 43 of 1983) and does not purport to interfere with the rights of any person who may have an interest in the agricultural land.

SWD

3.5 This consent is valid for 5 years from date of this grant. Should it not be registered within the time frame, a new complete application must be lodged which will be considered on its own merits.

06.09.2016
DATE



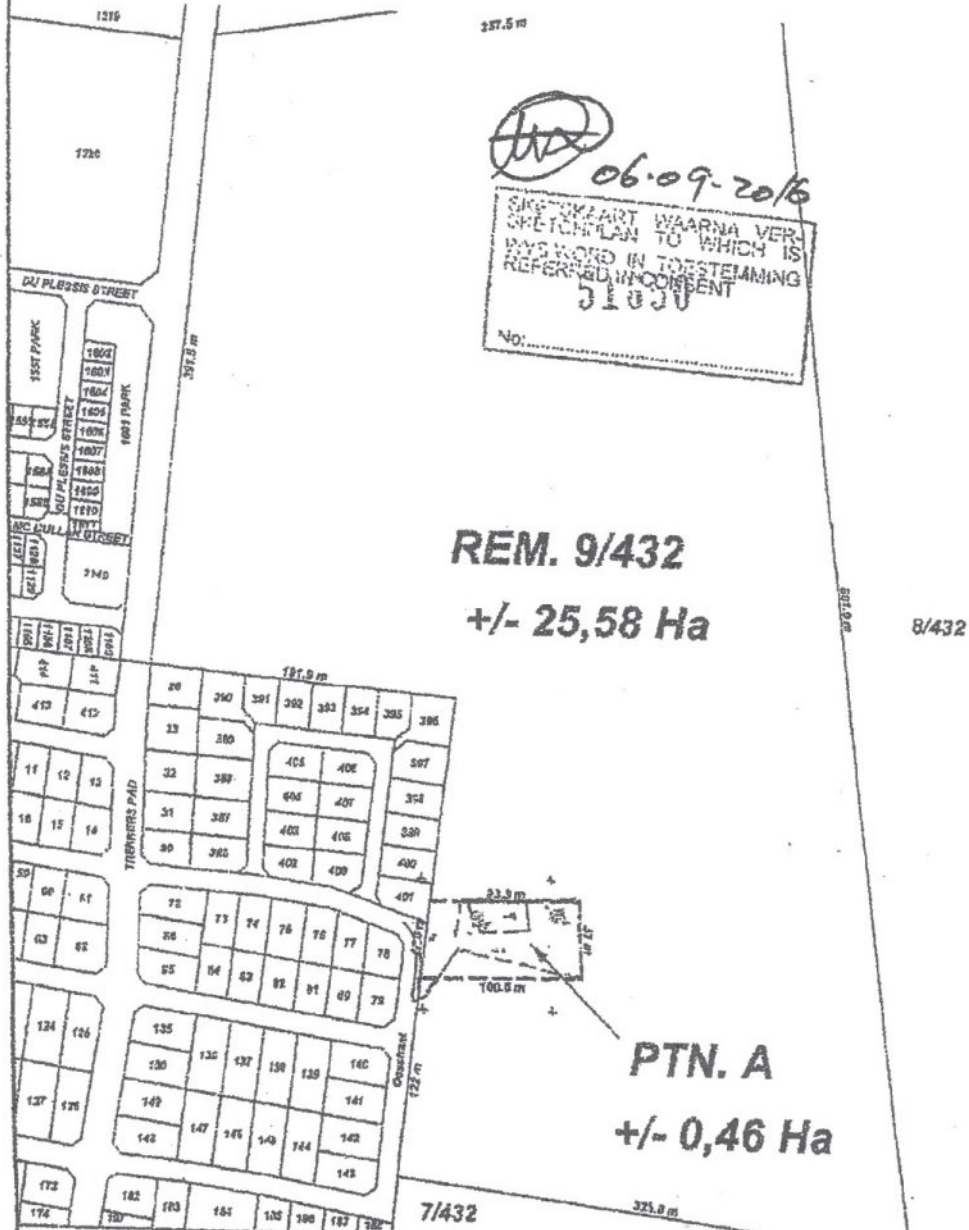
DR ME TAU
DEPUTY DIRECTOR-GENERAL: FORESTRY
AND NATURAL RESOURCES MANAGEMENT
DELEGATE OF THE MINISTER



PROPOSED REZONING, SUBDIVISION & DEPARTURE
PORTION 9 OF KRANSHOEK No. 432
 situate in **BITOU MUNICIPALITY**
 Administrative District of Knysna
 Province of the Western Cape



SCALE 1:4000



Notes:
 1. Cadastral info from Surveyor-Generals GIS.
 2. Areas & dimensions are approximate and subject to final final survey.

Beacon Survey
 Professional Land Surveyors
 and Sectional Title Practitioners
 103 Leighton Drive P.O. Box 350 Plettersburg Bay
 Tel: (044) 833 2200 Fax: (044) 533 0264
 e-mail: beaconsurvey@iweb.co.za
 Date: **MARCH 2014**
 PLAN NO. F432P9/SUB

[Handwritten signatures]
 S.W.O. G.K.L.

ADDENDUM

TO THE OFFER TO PURCHASE entered into by and between

STELLA WINIFRED OLIVIER ID 371201 0037 080

And

STATUS HOMES PROPERTY DEVELOPERS (PTY) LTD

Registration number 2012/ 149202/07

It is agreed between the parties that Clause 8 and Clause 21 in the Agreement of Sale will be amended to:

Clause 8 will read as follows that:

The Seller and the Purchaser will split the commission as follows:

Clause 8

Seller : R135 000.00 incl Vat (One Hundred and Thirty Five Thousand)

Purchaser: R150 000.00 incl Vat (One Hundred and Fifty Thousand)

Special Conditions

Clause 21.1

It is a special condition that the Purchaser will build three brick, well insulated and well ventilated houses for the Purchaser . House no.1 will be 3bedrooms, 2 bathrooms main bedroom en-suite and a single garage and will be built in Phase 1, House no.2 and 3 will be at least 100m2 and built in the following phases(1&2). Houses 2 and 3 will be at least 2 bedrooms each.

All houses will be ready and painted for the Purchaser (All 3 houses must be registered in the name of Stella W Olivier, to move in within 18 months from date of registration of the property into the name of the Purchaser. The final layout will be by mutual agreement.



SWO



Signed at PUETTENBERG BAY

On the 24th day of MARCH 2017

Witness [Signature]

[Signature]

SELLER

Signed at CLAREMONT

On the 23 day of MARCH 2017

Witness [Signature]

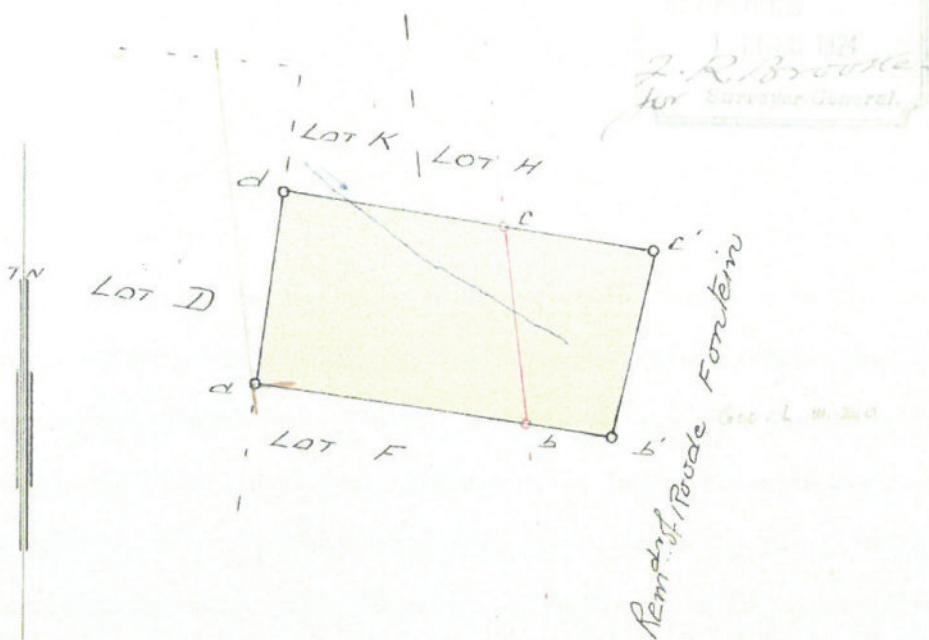
[Signature]

PURCHASER

SWS

[Signature]

N^o A3590 192



Portion 7 (-----)

(a portion of Portion -----) of the farm

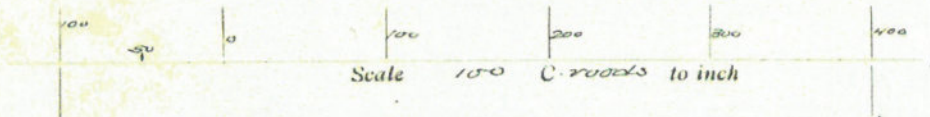
Krans Hoek No 432

Tracing

File No. 10242

KRYSNA

Sides	Angles	Coordinates
ab 168.22	α 90.22	50 + 513.07 + 301.04
bc 123.00	β 74.38	0 + 501.31 + 468.85
cd 136.43	γ 106.35	+ 385.28 + 428.04
da 120.26	δ 88.55	20 + 393.16 + 291.84
Area = 30 Morgen 178 5/8 ^{1/2} ₁₀₀		



The above Figure, lettered a b' c' d' d' represents 44 Morgen, 578 Square Roods, — Square feet of Ground, situated in Krystna Division, being LOT G of Krans Hoek granted to N. Loomans on 30th June 1832

Bounded as indicated above

This Diagram is to be transferred to
 the name of Ed. van der Byl M. van der Byl
4 C. B. van der Byl
 CHIEF CLERK.

DT 9755/1956

Surveyed and beaconsed by me according to regulations.

Oct 1923

Government Surveyor.

M4809
M4812

F. MASEW MILNER,
STATIONER, CAPETOWN.

Red Line Report

In connection with subdivisions of
Kraus Hoek situate in division of Knapna

Sketch Plan attached -

Beacons were found by me at the
points a - b - c + d.
Beacons b + c consist of large stones
planted in the ground.

Beacon "d" consist of a large stone
dressed square + a hole drilled in
centre for fixing of flagstaff in -
planted in the ground.

Beacon "a" is a square concrete beacon
erected by the Forest Department on the
spot where there was a heap of stones
claimed by owners of Kraus Hoek
as their beacon.

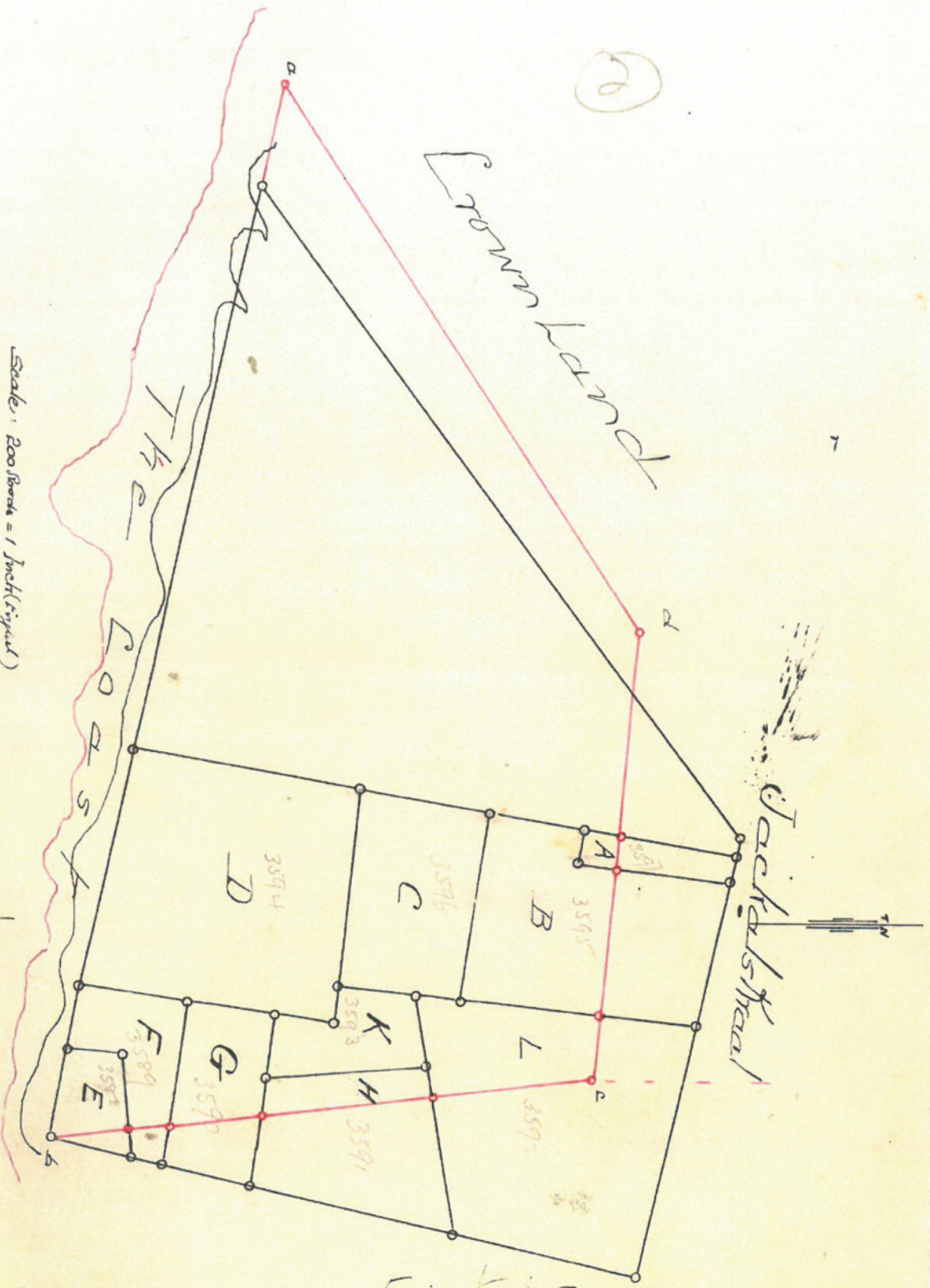
Beacon "d" was reported as having been
moved from its original position. A surveyor
was appointed by the Forest Department to
check its position - about a week before
I started (before I started) the survey of Kraus Hoek.
The surveyor reported that beacon "d's"
position was correct.

As the original diagram of Kraus Hoek is
of no assistance in determining whether
the existing beacons are the original beacons,
I had to decide on the matter from the
most reliable evidence. No other beacons
are known or claimed + therefore based my
subdivision of the farm on these beacons.

Oct 1923 W. M. Pafford G.L.S

2

Town Land



Jackalskraal

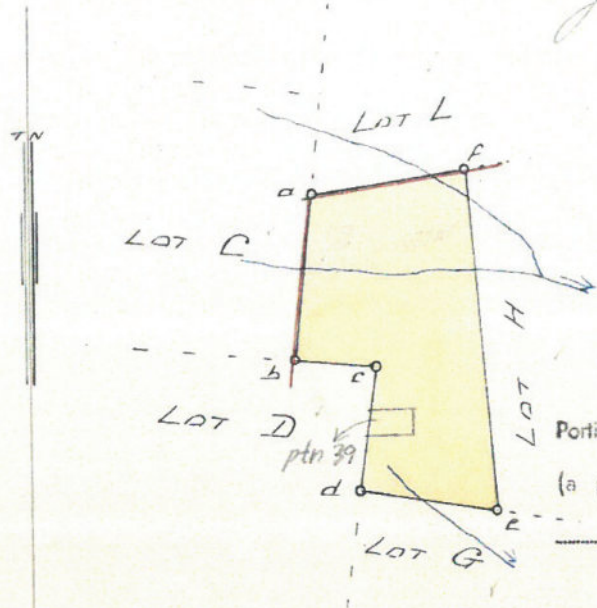
Rooderfontein

Scale: 200 rods = 1 inch (approx)

Sketch Plan of subdivision of Kraamhoek
 in division of Kynsma - attached to
 Recline Report
 Oct 1923
 W.D. P. G.I.S.

N° A3593, 1924

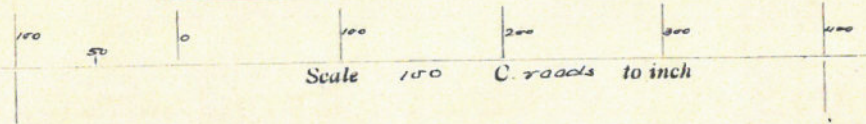
APPROVED.
1 1 1924
J. R. Brooke
Surveyor-General



Portion 9 () of the farm
Kranshoek No. 432
KNYSNA
Tracing,
File No. 10242

Sides	Angles	Coordinates
ab 103.60	a 104.50.20	+ 220.35 + 2211.00
bc 50.94	b 89.11.10	+ 323.32 + 235.45
cd 76.41	c 272.46.10	+ 316.97 + 285.99
de 85.76	d 91.4.40	+ 393.16 + 291.84
ef 212.33	e 75.28.40	+ 388.21 + 377.46
fa 94.83	f 86.39.0	+ 186.08 + 312.43
Area = 30 Morgen 177 Sq Rds		

1:15000



The above Figure, lettered *abcdefa* represents 30 Morgen, 177 Square Roods, — Square feet of Ground, situated in Knyrna Division, being Lot K of Kranshoek granted to N. Coomans on 30th June 1832

Bounded as indicated above

This Diagram belongs to the Transfer made in favour of *Walter Louwrens Frans Kapp*.
CHIEF CLERK

DT. 9757/1956

B

Surveyed and beacons by me according to regulations.
Oct 1923
W. P. Gaff
Government Surveyor.

T. MASKEW MILLER,
STATIONER, CAPETOWN.

FOR ENDORSEMENTS
SEE BACK OF DIAGRAM

M 4807
M 4809
SHEPHERD & IBC

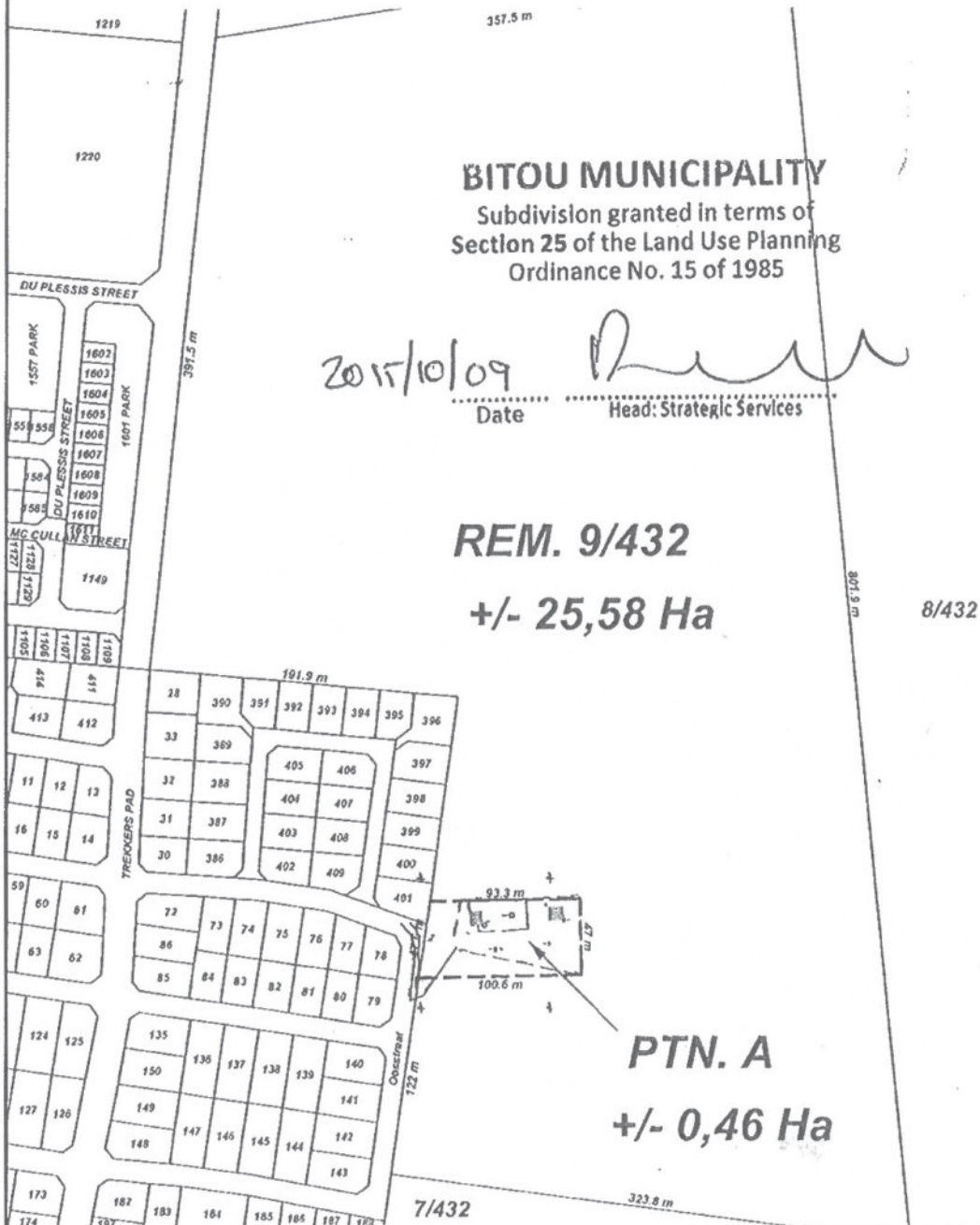
G

432/9

PROPOSED REZONING, SUBDIVISION & DEPARTURE
PORTION 9 OF KRANSHOEK No. 432
 situate in **BITOU MUNICIPALITY**
 Administrative District of Knysna
 Province of the Western Cape



SCALE 1:4000



BITOU MUNICIPALITY
 Subdivision granted in terms of
 Section 25 of the Land Use Planning
 Ordinance No. 15 of 1985

2015/10/09
 Date

[Signature]
 Head: Strategic Services

REM. 9/432
+/- 25,58 Ha

8/432

PTN. A
+/- 0,46 Ha

Notes:

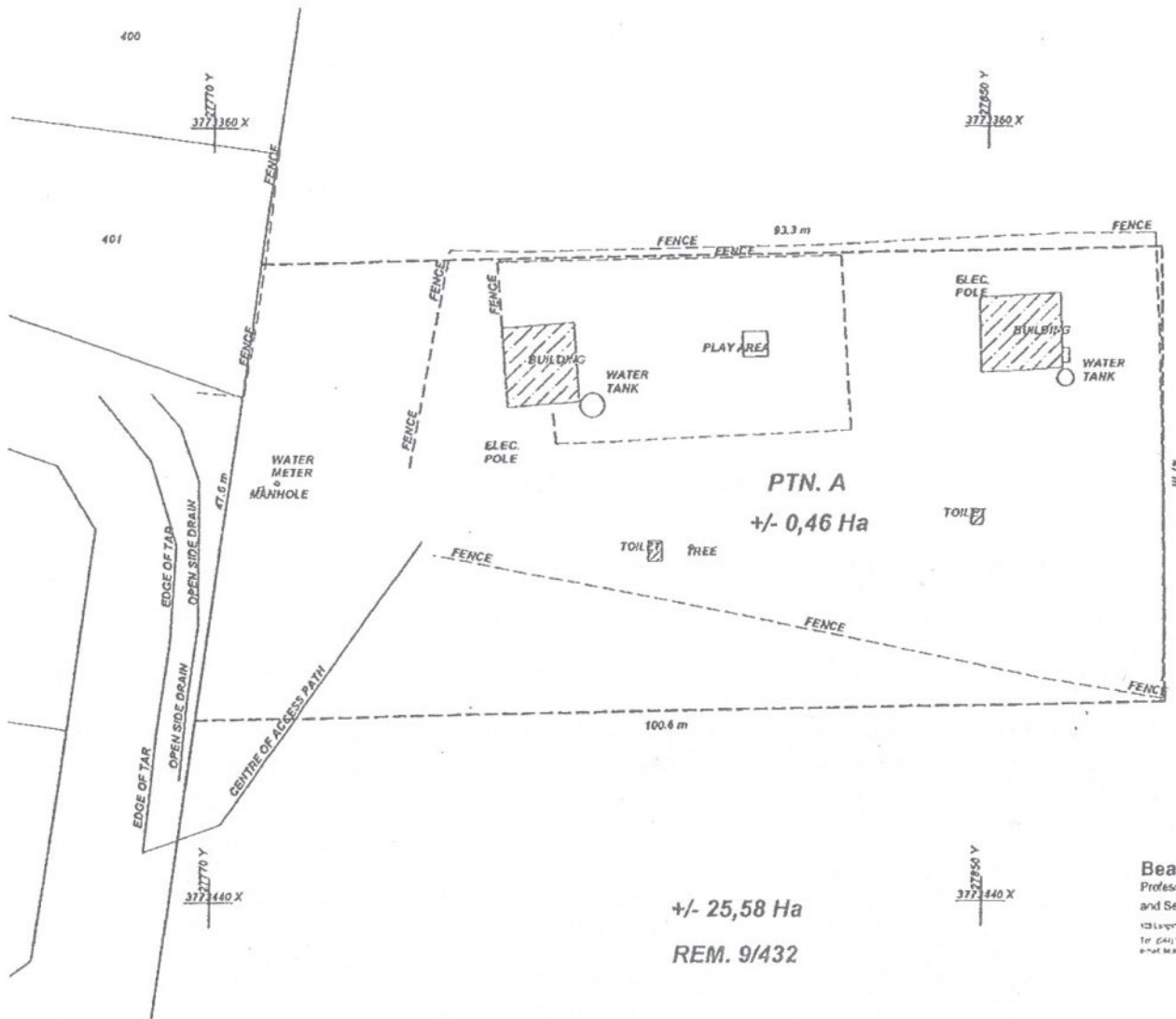
1. Cadastral info from Surveyor-Generals GIS.
2. Areas & dimensions are approximate and subject to final final survey.

Beacon Survey

Professional Land Surveyors
 and Sectional Title Practitioners

103 Longships Drive P.O. Box 350 Plettenberg Bay
 Tel: (044) 533 2200 Fax: (044) 533 0264
 e-mail: beaconsurvey@mweb.co.za

Date: **MARCH 2014**
 PLAN NO. **F432P9/SUB**



+/- 25,58 Ha
REM. 9/432

Beacon Survey
Professional Land Surveyors
and Sectional Title Practitioners
123 Langford Street, P.O. Box 363, Port Elizabeth, SA
Tel: (041) 533 2700 Fax: (041) 533 1274
e-mail: info@beaconsurvey.co.za

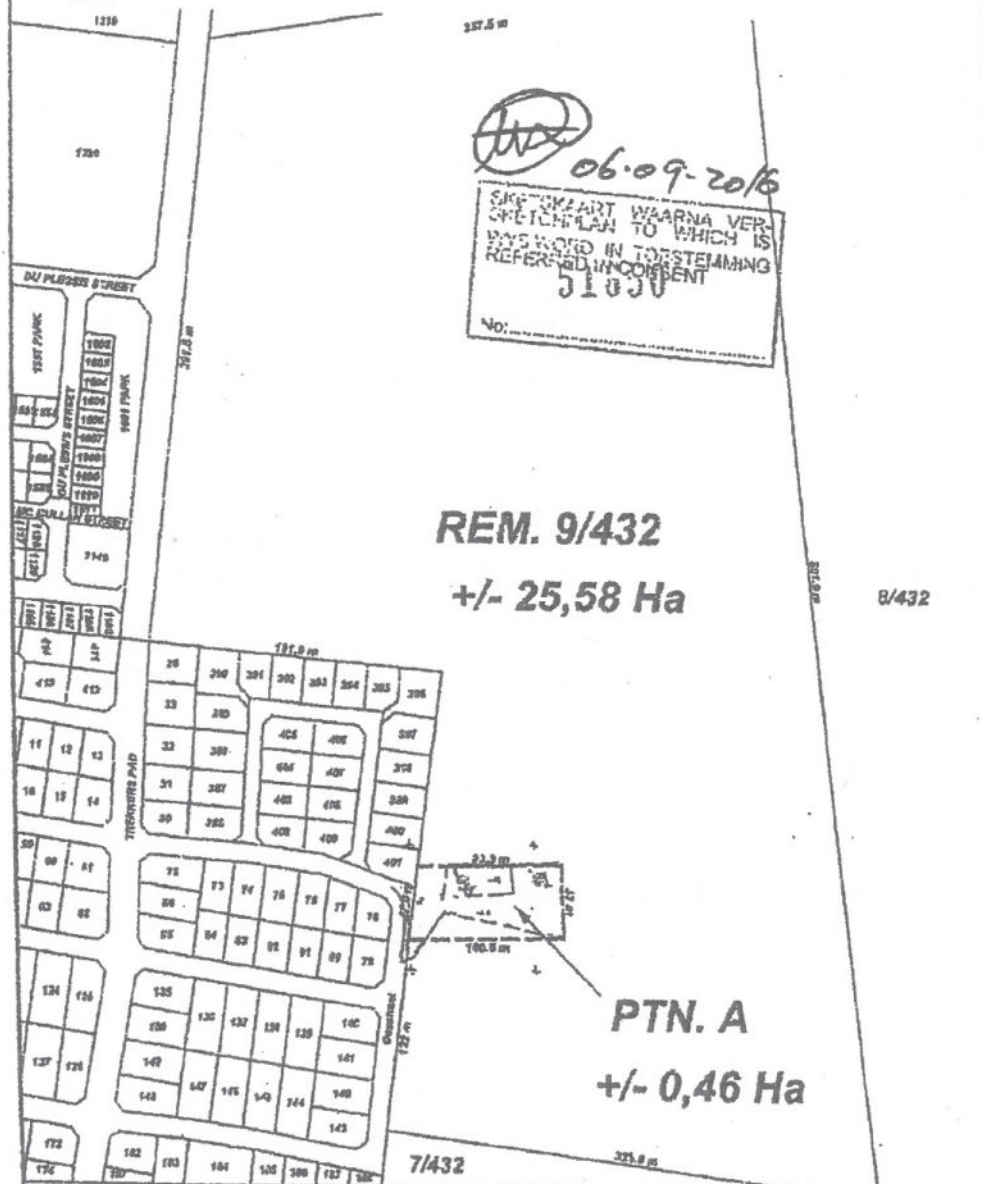
BITOU MUNICIPALITY
Subdivision granted in terms of
Section 25 of the Land Use Planning
Ordinance No. 15 of 1985

2015/10/09
Date: _____ Head: Strategic Services

**PROPOSED REZONING, SUBDIVISION & DEPARTURE
 PORTION 9 OF KRANSHOEK No. 432
 situate in BITOU MUNICIPALITY
 Administrative District of Knysna
 Province of the Western Cape**



SCALE 1:4000



[Signature]
 06.09.2016
 SKETSKEART WAARNA VER-
 SKETSEPLAN TO WELCH IS
 DYS WORD IN TOESTEMMING
 REFEREERD INKONSENT
 51030
 No:

Notes:
 1. Cadastral info from Surveyor-Generals GIS.
 2. Areas & dimensions are approximate and
 subject to final final survey.

Beacon Survey
 Professional Land Surveyors
 and Sectional Title Practitioners
 103 Longford Drive P.O. Box 260 Plettersburg Bay
 Tel: (044) 833 2230 Fax: (044) 533 0254
 e-mail: beaconsurvey@beacon.co.za
Date: MARCH 2014
PLAN NO. F432P9/SUB

[Signatures]
 S.W.O.
 G.M.L.

BEACON SURVEY

SIDES metres	ANGLES OF DIRECTION	CO-ORDINATES			
		Y	System: WG23	X	
		Constants	-0,00	+3700 000,00	
A B	93,27	269.02.10	A	-27 775,50	+73 374,16
B C	46,99	359.02.10	B	-27 868,75	+73 372,60
C D	100,61	89.02.10	C	-27 869,54	+73 419,58
D A	47,56	187.55.20	D	-27 768,94	+73 421,27
(111) KNYS 55			△	-27 480,89	+73 721,18
(112) KNYS 56			△	-32 280,94	+73 666,88

SG No.

327/2017

Approved



for

SURVEYOR-
GENERAL

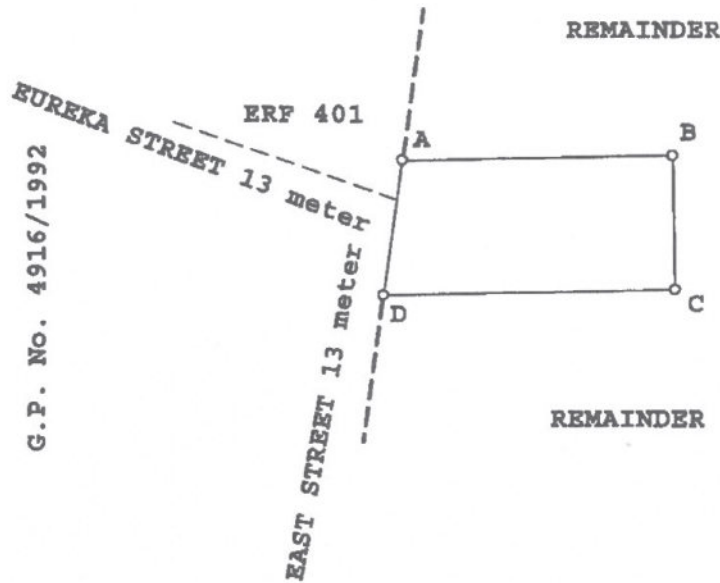
07.03.2017

SCALE 1:2500

THIS PORTION IS SUBJECT TO
CONDITIONS REFERRED TO IN
SECT. 11(1)(f) OF ACT 21/1940.

APPROVED IN TERMS OF SECT. 25
OF ORD. 15/1985
REF. 18/9/432/PB
DATE 12.10.2015

APPROVED IN TERMS OF SECT. 4
OF ACT 70/1970
REF. 51650
DATE 08.09.2016



Description of Beacons

A,B,C,D 12mm iron peg

The figure A B C D
represents 4555 square metres of land being
PORTION 39 (a portion of Portion 9)
OF THE FARM KRANS HOEK No. 432

Situate in the Bitou Municipality,
Administrative District of Knysna, Province of the Western Cape
Surveyed in February 2017

by me Professional Land Surveyor (P.G.TEGGIN - PLS 1118)

This diagram is annexed to
No.
d.d.
i.f.o.

Registrar of deeds

The original diagram is
No. A3593/1924
Transfer
No. T 9757. .1956

File Knys 432 v3
S.R. No. 193/2017
Comp. AM-1BC (3609)
LPI C0390000



Disturbed Sections of Portion 9 of the Farm Kranshoek No. 432.



Housing structures on Portion 9 and old grazing areas with exotics (Pines, Wattle and Bluegum).



Old disturbed grazing areas.

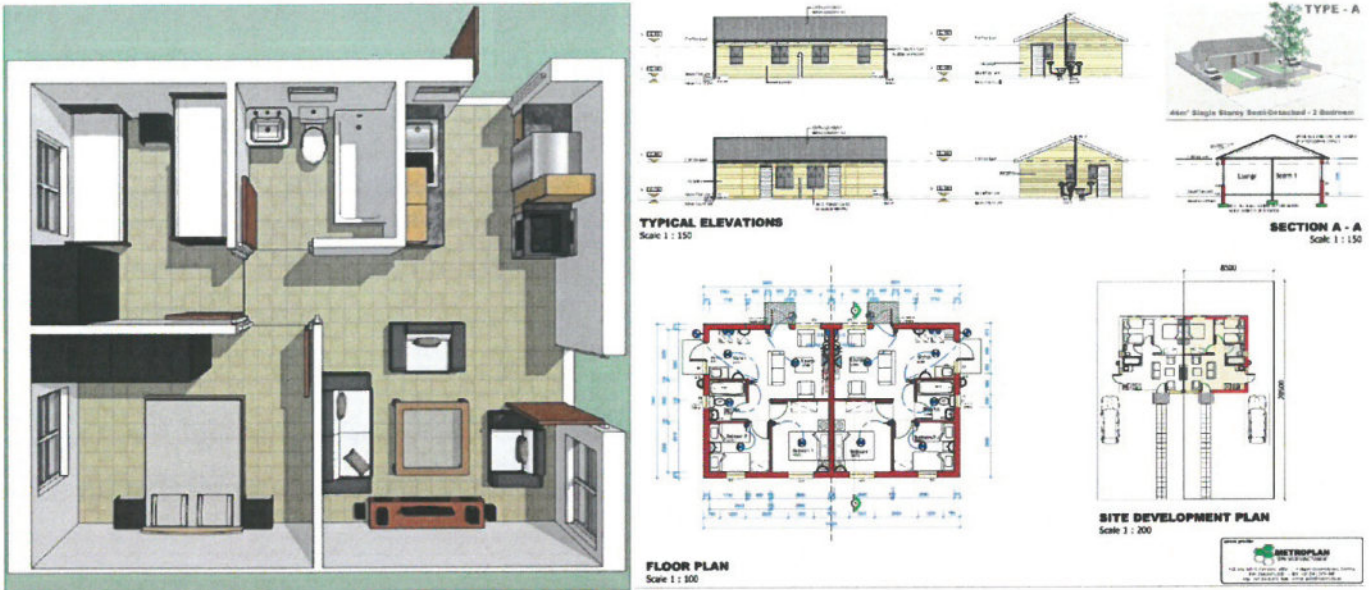


Areas of Fynbos

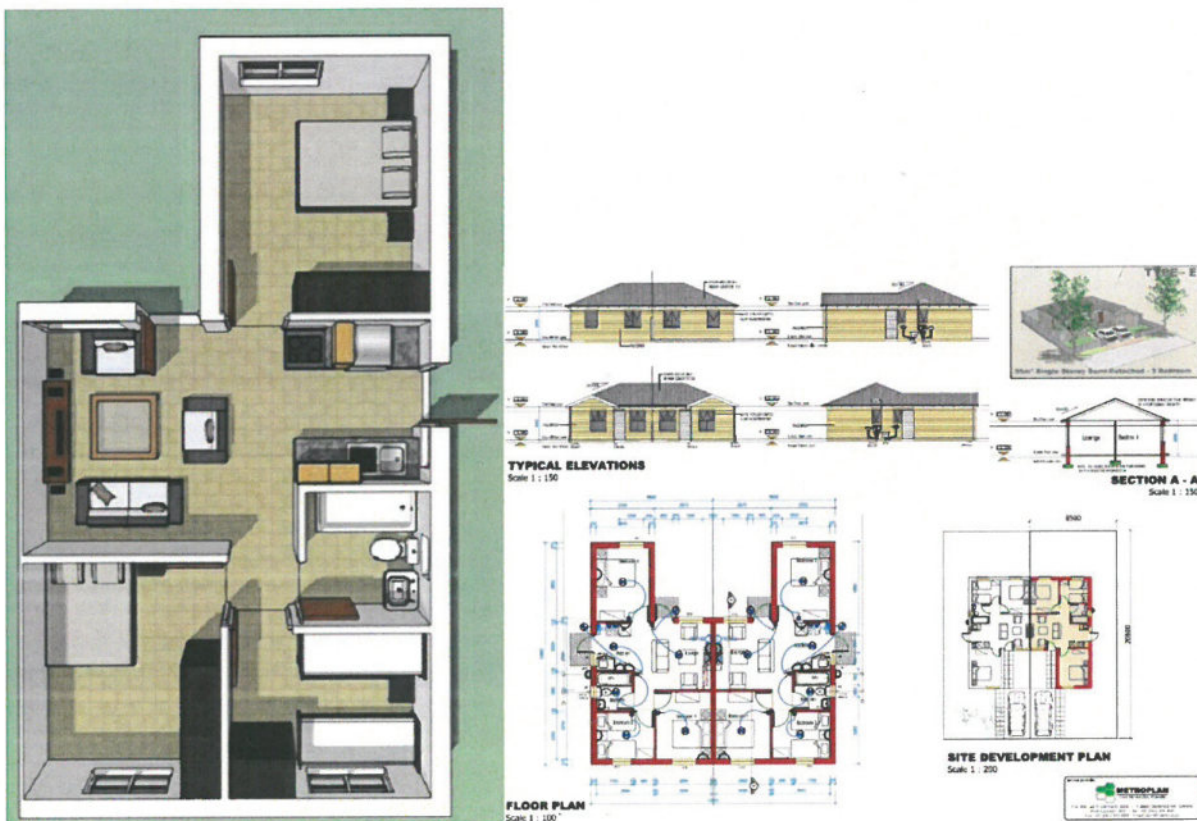
HOUSING PRODUCTS

1. FIRST TIME HOME OWNER USING FLISP

1.1 Two Bedroom 44m² Unit

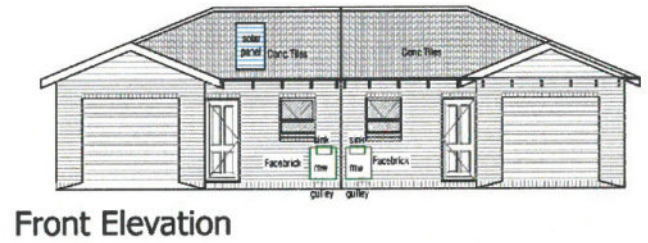
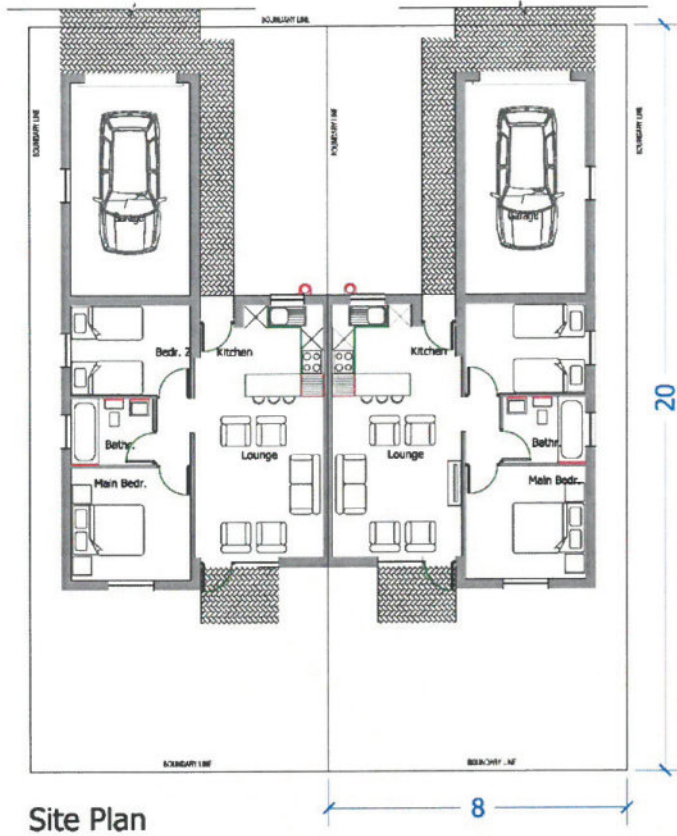


1.2 Three Bedroom 57m² Unit

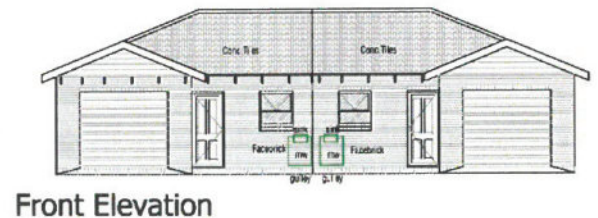
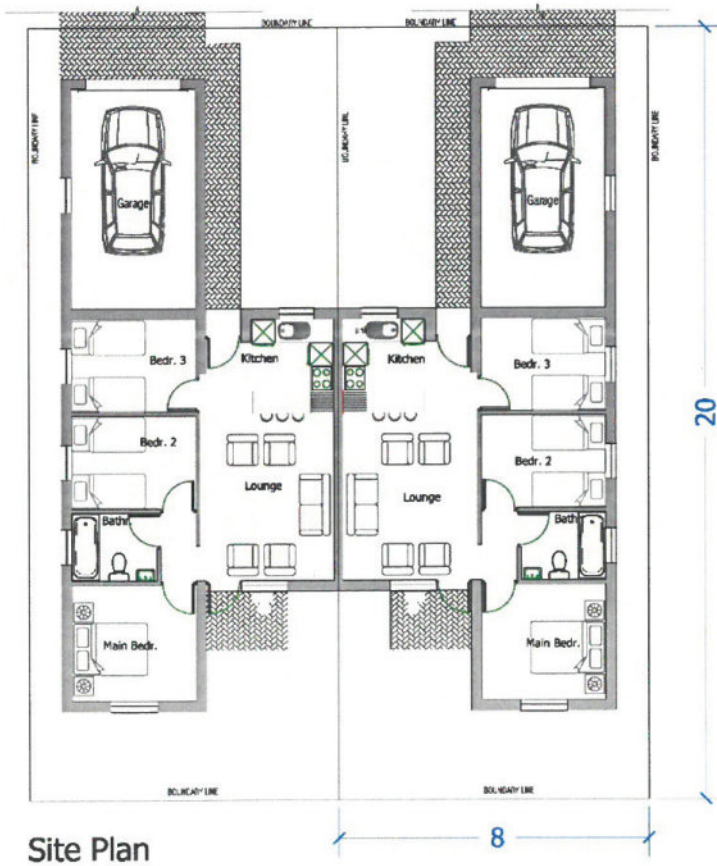


2. NON-GOVERNMENT SUBSIDISED AFFORDABLE HOUSING

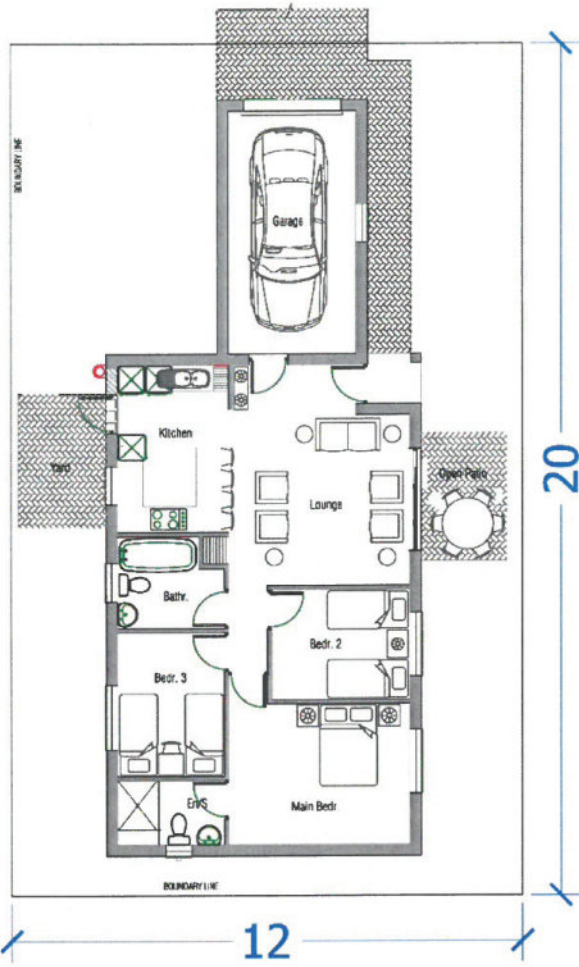
2.1 Two Bedroom 73m² Unit



2.2 Three Bedroom 82m² Unit



2.3 Three Bedroom 108m² Unit



Site Plan

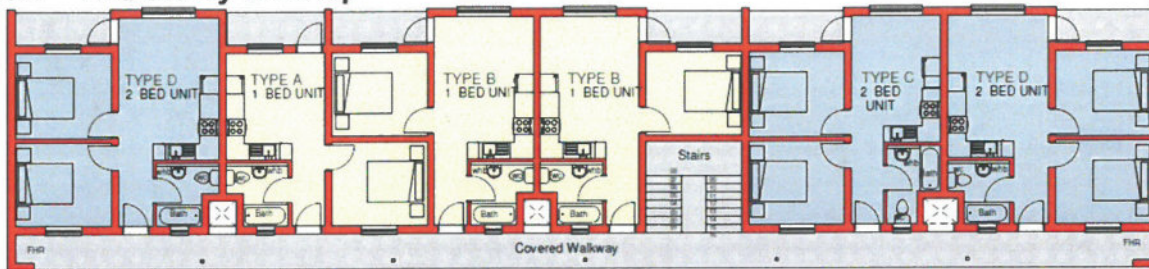


Front Elevation

3. SOCIAL (RENTAL) HOUSING

One and Two Bedroom – Two and Three Storey Walk-Up Apartments

3.1 Two Storey Walk-Up



Typical Storey Plan (Scale 1:100)

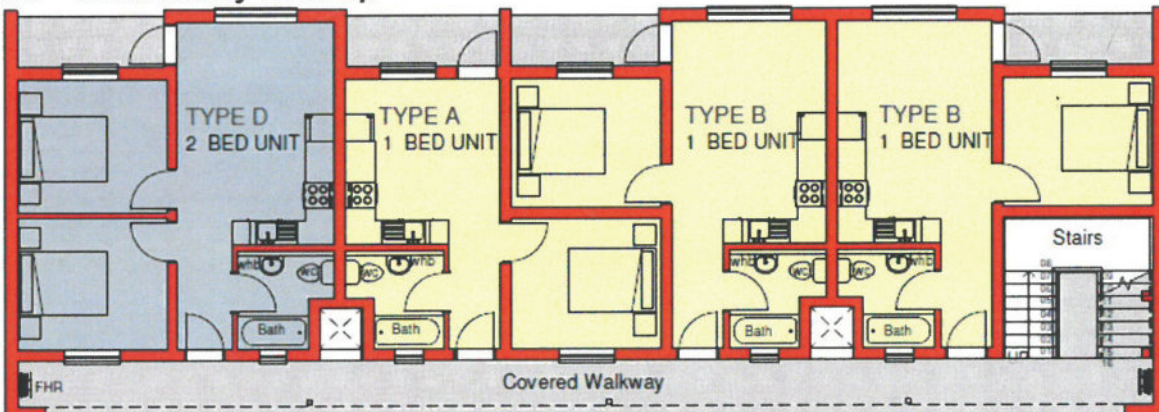


Typical Front Elevation



Typical Rear Elevation

3.2 Three Storey Walk-Up



Typical Storey Plan (Scale 1:100)



Typical Front Elevation



Typical Rear Elevation



One and Two Bedroom – Two and Three Storey Walk-Up Apartments



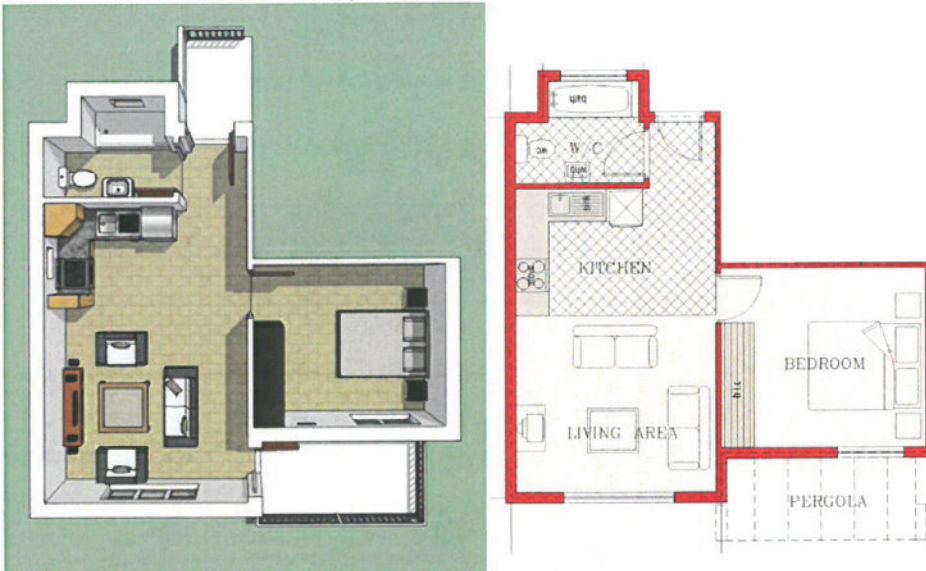
One and Two Bedroom – Two and Three Storey Walk-Up Apartments

3.3 Apartment Size

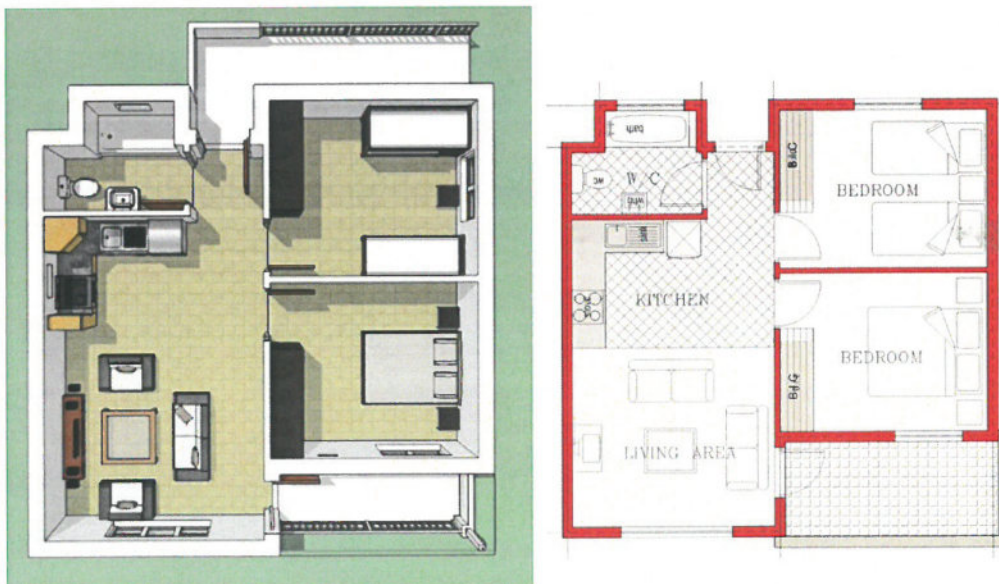
3.3.1 30m² Studio Apartments



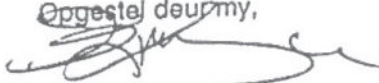
3.3.2 43m² One Bedroom Apartments



3.3.3 54m² Two Bedroom Apartments



12.JAN S.DE VILLIERS & SEUN.
JV.

Opgestel deur my,

AKTEBESORGER.
J.G.L.VISAGIE.

4

T 23292 191

TRANSPORTAKTE

HIERBY WORD BEKEND GEMAAK

HENDRIK ANDRIES KOTZE

DAT ~~GUILAUME DONAL BRETORIUS~~
Aktebesorger, voor my, Registrateur van Aktes in Kaapstad, verskyn het, behoorlik
daartoe gemagtig deur 'n volmag geteken te PORT ELIZABETH

op die 13de dag van FEBRUARIE 1991 en aan hom verleen deur

WILLEM HENDRIK JACOBUS GOOSEN

daartoe gemagtig kragtens 'n Volmag geteken te Port Elizabeth op 25 Oktober 1990
verleen deur

DIE EKSEKUTEUR IN DIE

Boedel van wyle MAUDE DELIA OLIVIER

wat op 26 Julie 1990 oorlede is

- GEKLEURDE GROEP -

3

b

EN DIE KOMPARANT HET VERKLAAR dat

NADEMAAL die genoemde oorledene kragtens haar testament gedateer 31 Maart 1983 die hiernagenoemde eiendom aan die hiernagenoemde transportneemster bemaak het

SO IS DIT DAT hy die Komparant in voormelde hoedanigheid hiermee in volkom en vrye eiendom seeder en transporteer aan en ten gunste van:-

STELLA WINIFRED OLIVIER
Identiteitsnommer 371201 0037 01 5
WEDUWEE

- GEKLEURDE GROEP -

Haar Erfgename, Eksekuteurs Administrateurs of Regsverkrygendes

Gedeelte 9 van die plaas Kranshoek Nr. 432
Afdeling van KNYSNA

GROOT : 25,9487 (VYF EN TWINTIG KOMMA NEGE VIER AGT SEWE) Hektaar

OORSPRONKLIK oorgedra kragtens Verdélings Transportakte Nr. T.9757/1956 met 'n Kaart Nommer A.3593/1924 daaraan geheg en gehou kragtens Transportakte Nr. T.6474/1965.

ONDERHEWIG aan die voorwaardes waarna verwys word in Transportakte Nr. T.713/1925.

|

/

2.

WESHALWE die Komarant, q.q., afstand doen van al die reg en titel wat die bogenoemde

BOEDEL

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

TRANSPORTNEEMSTER

Haar Erfgename, Eksekuteurs, Administrateurs of Regsvkrygendes

tans en voortaan daarop geregtig is, ooreenkomstig plaaslike gebruik, behoudens die regte van die Staat; en ten slotte verklaar hy dat die eiendom vir boedeldoeleindes gewaardeer is teen R175 000,00 (EEN HONDERD VYF EN SEWENTIG DUISEND RAND).

|

TEN BEWYSE waarvan ek, die genoemde Registrateur van Aktes, tesame met die Komparant, q.q., hierdie Akte onderteken en met die Ampsöel bekragtig het.

ALDUS GEDOEN en geteken op die Kantoor van die Registrateur van Aktes

in Kaapstad, Provinsie van die Kaap die Goeie Hoop,

op die 19 dag van die maand April

In die jaar van onse Heer Eenduisend Negehonderd en Negentig (1990) 1991.

In my teenwoordigheid,


q.q.
Registrateur van Aktes

Conradie, Campher & Kirsten
Prokureurs, Notarisse en Aktebesorgers

Opgestel deur my:
Transportbesorger.

CAMPHER D.

DESPATCH
SERTIFIKAAT KRAGTENS ART 42(1) VAN DIE BOEDELWET

Ek sertifiseer dat die eiendom in die boedelrekening toegeken is
soos hierin vermeld, en dat dit vry van besware ter insae gele het.

Prokurasie om Transport uit te maak

.....
CAMPHER D. TRANSPORTBESORGER

Ek, die ondergetekende, WILLEM HENDRIK JACOBUS GOOSEN, gemagtig deur
STELLA WINIFRED OLIVIER kragtens Spesiale Volmag geteken te PORT
ELIZABETH op die 25ste dag van Oktober 1990 in haar hoedanigheid as
EKSEKUTRISSE in BOEDEL WYLE MAUDE DELIA OLIVIER (Boedelnommer
7426/90) uitgerek deur die Meester van die Hooggeregshof, Grahamstad op 16
Oktober 1990;

datum van dood is 26/7/1990

benoem, konstitueer en stel hiermee aan GUILLAUME RONEL PRETORIUS OF PAUL
ALEXIS KLOPPERS OF HANS WERNER MENNEN

met mag van substitusie om my/ons wettige Prokureur en Agent te wees, in my/ons
naam en names my/ons te verskyn in die Kantoor van die Registrateur van Aktes te
Kaapstad en dan en daar namens my/ons transport uit te maak aan

STELLA WINIFRED OLIVIER
Identiteitsnommer 371201 0037 01 5
Gekleurde Groep *weduwee*

van die volgende eiendom, naamlik :

Gedeelte 9 van die plaas Kranshoek Nr. 432,
Afdeling van KNYSNA

GROOT: 25.9487 (VYF EN TWINTIG PUNT NEGE VIER AGT SEWE)
Hektaar

GEHOU deur genoemde (nou wyle) MAUDE DELIA OLIVIER kragtens
Transportakte Nr T6474/1965 en vir boedeldoeleindes gewaardeer vir die
som van R175000 (EEN HONDERD VYF EN SEWENTIG DUISEND) RAND

WELKE voormelde eiendom deur genoemde STELLA WINIFRED OLIVIER
toegeval het vanuit die boedel voornoemd kragtens en in terme van die Testament
gedateer 31 Maart 1983;

en.../....

H

2083

91

RECEIVED
The following is a copy of the original document
submitted to the Commission on the 10th day of
February 1964. It is being furnished to you for
your information and use. The original document
is being retained by the Commission.

[Handwritten Signature]



Groedakte 9 v.d. plaas Kranshoek nr. 400

SUID-KAAP STREEKSDIENSTE RAAD
SOUTH CAPE REGIONAL SERVICES COUNCIL

Registrasie van oordrag van regtig ooreenkomstig
Registration of transfer of land in terms of
artikel 95(1) Ordinaansie 18 van 1976
section 95(1) Ordinance 18 of 1976

1/3/91
DATUM / DATE

A. Bower
TESOURIER / TREASURER

~~**SUID-KAAP STREEKSDIENSTE RAAD**
SOUTH CAPE REGIONAL SERVICES COUNCIL~~

~~Registrasie van oordrag van regtig ooreenkomstig
Registration of transfer of land in terms of
artikel 95(1) Ordinaansie 18 van 1976
section 95(1) Ordinance 18 of 1976~~

~~1/9/0
DATUM / DATE~~

~~A. Bower
TESOURIER / TREASURER~~

WET OP GROEPSGEBIEDE NO 36 VAN 1966

12

BEËDIGDE VERKLARING (4) 3
DEUR TRANSPORTNEMER VAN ONROERENDE EIENDOM

EK, die ondergetekende,

STELLA WINIFRED OLIVIER
Identiteitsnommer 371201 0037 01 5
Gekleurde Groep

verklaar hiermee soos volg onder eed :

1. DAT op die datum van dood van wyle MAUDE DELIA OLIVIER (tewete waarop die volgende eiendom 'n bate gevorm het in voornoemde boedel, naamlik :

Gedeelte 9 van die plaas Kranshoek Nr. 432,
Afdeling van KNYSNA

GROOT: 25.9487 (VYF EN TWINTIG PUNT NEGE VIER AGT SEWE)
Hektaar

ek 'n lid was van die GEKLEURDE GROEP soos omskrywe in Wet nr. 36 van 1966 en dat en nog altyd 'n lid van die GEKLEURDE GROEP is.

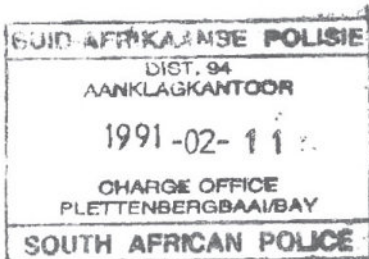
2. DAT ek na die beste van my wete en kennis sodanige onroerende eiendom wettiglik mag verkry en besit ingevolge die bepalings van genoemde Wet.

Stella Winifred Olivier

Die verklaarder het erken dat sy ten volle op hoogte is met die inhoud van hierdie verklaring en dit begryp toe sy dit beëdig en onderteken het te op die dag van 19.

VOOR MY,

[Signature]
KOMMISSARIS VAN EDE
DAVID ...
SA BUREAU
HOOFSTADT
PLETTENBERG/BAY
6600
AFV. SA BUREAU



NOTAS VAN ONDERSOEKERS • EXAMINERS' NOTES

(6) Titelverwysing in die uitstrekkingsklousule is foutief. Hertik bladsy 2 van akte.

~~R. MÜLLER~~



(R)

(7) Parafeer te x bladsy 3 van akte.

~~R. MÜLLER~~



Nuwe akte
kennise
J.V.

~~C. H. THOMAS~~

(8) Verder tot nota 2: Parafear langesaan verbetering.

(9) Nota 1 staan. ✓

[Handwritten signature]

Conradie, Campher & Kirsten

Prokureurs, Notarisse en Aktebesorgers
Attorneys, Notaries and Conveyancers
Boedelberedderaars/Administrators of Estates
Waardeerders/Appraisers

DANIEL CAMPHER
IVAN PIETER KIRSTEN B.A.(REGTE) (STEL.)
PIERRE KEMP

HOOFSTRAAT 20 MAIN STREET
DESPATCH 6220
POSBUS / P.O. Box 12
DESPATCH 6220

TELEFOON / TELEPHONE
(0422) 9335111 - 9335155/6/7/8

TELEGRAMME / TELEGRAMS
"INTEGRITAS"
FAX: (0422) 9336761
TELEX: (0422) 24-4158

Ons verw/Our ref: P Kemp/mw
A257

U verw/Your ref:

22 November 1991

Mej S.W. Olivier
Posbus 76
PLETTENBERGBAAI
6600

PER AANGETEKENDE POS

Geagte Mejuffrou

TRANSPORT: BDL WYLE MD OLIVIER // USELF

Ons heg hierby aan transportakte Nr T23292/91 wat u in veilige bewaring moet hou.

Geliewe ontvangs te erken op die afskrif van ons skrywe soos hierby aangeheg.

Hoogagtend die uwe
CONRADIE CAMPHER & KIRSTEN

per: 
P KEMP

Recens A original Deed of
acknowledged - see file

Treure T 23 292 / 91
OLIVIER SW / KRANTZHOEK



29/8/95

G A LOGAN
FISHER & LOGAN INC
9 WOODMILL LANE CENTRE
WYRNA

Property Enquiry Details



Property enquiry results for "KNYSNA, 432, Kranshoek, 9" in the Deeds Registry at "CAPE TOWN"

Property detail:

Deeds registry	CAPE TOWN
Property type	FARM
Farm name	KRANS HOEK
Farm number	432
Portion	9
Province	WESTERN CAPE
Registration division/Administrative district	KNYSNA RD
Local authority	MUN PLETTENBERG BAY
Previous description	-
Diagram deed number	T9757/1956
Extent	25,94.87HA UNKNOWN
LPI Code	C03900000000043200009

Title Deeds detail:

Document	Registration date	Purchase date	Amount	Microfilm reference	Document copy?
T23292/1991	19910419	-	ESTATE	1991 0664 1591	Yes

Owners detail:

Document	Full name	Identity Number	Share	Person Enquiry?
T23292/1991	OLIVIER STELLA WINIFRED	3712010037015	-	Yes

Endorsements / Encumbrances:

Endorsement / Encumbrance	Holder	Amount	Microfilm reference	Document copy?
VA2083/91-23292/91T	-	-	-	Not available
FARM KN 432/9	-	-	1985 0045 0032	Yes

History:

Document	Holder	Amount	Microfilm reference	Document copy?
T6474/1965	OLIVIER MAUDE DELIA	-	1991 0664 1588	Yes

[Back to top of page](#)

Requested by **A0009408** with user reference **None** on: Monday, 03 September 11 15:22

DeedsWeb Version 4.0.1

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Therefore, it is suggested that the prime issue is restoring and enabling access to the rural economy in whatever form it now finds itself. Land ownerships' role as a means to achieving that goal.

For these reasons it is proposed that land reform should apply to ALL rural land outside of urban settlements.

5.3.10 HOUSING AND LAND NEED

Table 5.3.10.1 below summarises the housing and land need in the municipality for the main settlements and the rural areas. It is derived from the work on the waiting list databases of the municipality and DHS is checked by the consultants. How it is proposed to accommodate the housing need in the main settlements is dealt with in detail in their respective sections later on in this report.

Housing Land and Need				
Settlement	Current Housing Backlog (hh)	Future Need (no. of hh)	Total Need (units)	Land Need (ha)
Kurland	674	1341	2015	60.17
Covie	6	37	43	1.32
Wittedrift/Green Valley	277	633	910	27.22
Kranshoek	486	1007	1493	44.66
Kwanokuthula	1373	3874	5247	157.77
New Horizons (Qolweni/Pinetree/Bossiesgif)	1142	5275	6417	194.58
Total	3958	12167	16125	486

Table 5.3.10.1 Housing unit need: Backlog and Forecast to 2030 (Waiting list IQVision)

The present need for subsidized housing per area according to the Municipal Department of Housing is as follows – this excludes the 1800 unregistered households:

Area	Households
Bossiesgif	1753
Covie	1
Green Valley	282
Harkerville	8
Kranshoek	821
Kurland	326
Kwanokuthula	2520
Natures Valley	4
New Horizons	754
Plettenberg Bay	34
The Crags	301
Total households	6804

The existing projects and areas that are being planned can provide the following residential opportunities within the present constraints:

Area	Number of units planned*	Potential for extension**
Bossiesgif/Qolweni	945	
Green Valley	720	650
Kranshoek	1 400	
Kurland	957	
Kwanokuthula	1 570	
New Horizons (Ebenhaezer)	2 000	2 000
Total units	7 592	2 650

*Based on current planning information **Rough estimate only.

This allocation of units to the various areas where projects are being planned, shows that there will still be a shortfall of about 7 400 units in few years time if the growth rate mentioned continues. The land that is earmarked for urban development can provide in a further 2 650 units and therefore land for a further 4 750 units has to be found. Possible areas for further extension is north of New Horizons, west of Ebenhaezer and in Green Valley. However, this aspect will have to be attended to in the new revision of the BSDF.

The larger portions of land for which the urban edge is to be amended are at Green Valley, Ebenhaezer and other surrounding properties, Kurland and Kranshoek. The projects in these areas will provide land for about 5 000 units (included in the above figures).

7. PROPOSED AMENDMENTS TO URBAN EDGE

The proposed amendment of the urban edge as explained hereunder must be read together with the set of plans that accompany this document. The plans show the new alignments of the edge and should form part of the formal SDF documents when approved.

ANNEXURE H: PRELIMINARY CIVIL ENGINEERING SERVICES STATEMENT



Bau-afrika

Consulting Engineers & Project Managers

Bau-afrika (Pty) Ltd
PO Box 2950
Durbanville 7551
South Africa
tel +27 21 975 6073
fax +27 21 976 7500
info@bau-afrika.co.za
www.bau-afrika.co.za

Your reference
Our reference 337-01-02L

4 September 2018

Status Homes Property Developers (Pty) Ltd
Main Road, Office 7
SEDFIELD
6573

Attention: Mr Alphonso Les Lamour

PROPOSED SUBDIVISION AND DEVELOPMENT, PORTION 7, 8 & 9, FARM NO. 432, KRNASHOEK KNYSNA

PRELIMINARY CIVIL ENGINEERING SERVICES STATEMENT

1. TERMS OF REFERENCE:

Our client, Status Home Property Developers, requested Bau-afrika Consulting Engineers to prepare a civil engineering services statement for the new subdivision and development on Portions 7, 8 & 9 of Farm 432 Kranshoek.

Refer to the **Site Locality Plan** produced by Metroplan.

The purpose of this statement is to:

- Investigate the location of all existing civil engineering services in and around the site.
- Establish the civil engineering services requirements to serve the proposed development.

2. STUDY AREA:

The development of Portions 7, 8 & 9 of Farm 432 forms a 65.75ha multi-use complex with access off Trekkers Road. The site is located South-East of the existing Kranshoek Primary School.

The site is bounded by:

- **West** – Kranshoek residential houses
- **East** – A 22m servitude opening
- **South** – Portion 6 of Farm 432
- **North** – Portion 10 of Farm 432



DIRECTORS: R Schwaeble PrEng FSAICE, F R Josephs PrTech Eng AMSAICE
ASSOCIATE:: K Siebert AMSAICE,
Member: Consulting Engineers South Africa
2000/014727/07

3. EXISTING CIVIL ENGINEERING SERVICES:

An investigation into the existing civil engineering services and roads has been partially completed in the vicinity of the site and some information was obtained from the Bitou Municipality.

Existing services around the site include the following:

- A sewer rising main that runs along the Northern boundary of the site that turns and runs along the Western boundary of the site into the Kranshoek residential development.
- A bulk water main that runs parallel to the sewer rising main mentioned above and turns into the Kranshoek residential development west of the site.

4. PROPOSED CIVIL ENGINEERING SERVICES:

(A) STORMWATER

- New stormwater system to discharge overland into a new regional detention pond situated in the top North Eastern public open space adjacent to the institutional zone which will then be discharged into the existing pond to the east.
- New stormwater system to discharge overland into a new regional detention pond situated in the bottom South Eastern public open space adjacent to the institutional zone.
- Two new areas have been proposed for "services servitudes" to allow for the drainage of low points.
- An internal stormwater system will be further investigated and designed to discharge the stormwater run-off adequately as per the "***Guidelines for Provision of Engineering Services and Amenities in Residential Developments***" as published by the CSIR.

(B) SEWER

- The new internal sewer system will connect to the existing sewer system mentioned above in section 3 and will consist of a uPVC sewer reticulation system of various sizes.
- A new sewer servitude is proposed to run along the Norther boarder of the site.
- With the further full capacity analysis done with the application for rezoning and subdivision it will be determined what the impact of the proposed development on the existing external reticulation system will be and what upgrades will need to be implemented.
- The following design flow criteria will be applicable to the internal sewer reticulation system requirements:



DOMESTIC SEWER DEMAND RESULTS			
LAND USE	No of UNITS	DISCHARGE AADD	SEWER AADD (l/day)
Dwelling Houses	1361	500	680 500
Flats	316	315	99 540
Shopping Centre	18662m ²	2.8	52 254
School & Crèche	4.13ha	4000	16 520
Place of Worship	4	1400	5 600
Health Clinic, Community Hall	26621m ²	3.5	93 174
TOTAL			947 587

The domestic sewer demands will be designed for as per the *"Guidelines for Provision of Engineering Services and Amenities in Residential Developments"* as published by the CSIR using 70% of the domestic water demands.

(C) WATER

- The new internal water system will consist of a uPVC water reticulation system of various sizes.
- Installation of water meters will be done as per the regulations of the Bitou Municipality.
- With the further full capacity analysis done with the application for rezoning and subdivision it will be determined what the impact of the proposed development on the existing external reticulation system will be and what upgrades will need to be implemented.
- The following design flow criteria will be applicable to the internal water reticulation system requirements:

DOMESTIC WATER DEMAND RESULTS			
LAND USE	No of UNITS	DEMAND AADD	WATER AADD (l/day)
Dwelling Houses	1361	600	816 600
Flats	316	450	142 200
Shopping Centre	18662m ²	4	74 648
School & Crèche	4.13ha	5714	23 600
Place of Worship	4	2000	8 000
Health Clinic & Community Hall	26621m ²	5	133 105
Public Parks	10.986ha	4286	47 083
TOTAL			1 245 236

The domestic water demands will be designed for as per the *"Guidelines for Provision of Engineering Services and Amenities in Residential Developments"* as published by the CSIR.



(D) ROADS AND ACCESS

- Access to the development will be provided off Trekkers Road which runs on the top Western boundary of the site.
- A Transport Impact Study to determine the transport related constraints and appropriate mitigation measures within the Kranshoek area will be done in due course.
- The geometric design, cross section and structural design of the roads will be based on the accepted standards for the class of roads proposed.
- Road layer works requirements will be finalised during the detail design stage.

(E) TELECOMMUNICATION AND DATA

- New Telkom and Data ducting sleeves are to be installed in accordance with the requirements of SABS 1200LC.

(F) ELECTRICAL

- Electrical service assessment will be done by BDE Consulting and guide the space to be provided for positioning of electrical cables and structures.
- New Electrical ducting sleeves are to be installed in accordance with the requirements of SABS 1200LC.

5. CONCLUSIONS:

Based on the above findings, suitable civil engineering services and road access can be provided to the proposed development. At this stage we do not foresee any engineering constraints which would make the proposed town planning framework unsuitable for development.


Yours faithfully



Sebastian Rogalski

For: **Bau-afrika** (Pty) Ltd.

Email: farrell@bau-afrika.co.za

QUALITY REVIEW	
SIGN	DATE
	6-9-18



From: Rohann Steenekamp <rsteenekamp@cmbgeorge.co.za>
Sent: Tuesday, 04 September 2018 4:08 PM
To: Lance del Monte <lance@mplan.co.za>
Cc: Alphonso Lamour <alfons@statushomes.co.za>; Mzwanele Gatyeni <mgatyeni@cmbgeorge.co.za>
Subject: 11684: Portion 7 of the Farm 432 Kranshoek

Hi Lance

Please see below paragraph that you can use in your report and application.

The electrical supply authority for the area is Eskom therefore the distribution network will have to comply with their requirements and standards.

It has been assumed that the existing Eskom 22kV overhead line across the site will be relocated to follow the road reserves and that the network will be extended and augmented to accommodate the planned development.

The electrical demand is at this stage estimated as follows:

559 Dwelling houses @ 6.9kVA each x 0.3df	1 157kVA
316 Flats @ 6.9kVA each x 0.3df	654kVA
Shops @ 500kVA x 0.7df	350kVA
School / creche @ 100kVA x 0.7df	70kVA
Place of worship @ 40kVA x 0.7df	28kVA
Health Clinic @ 40kVA x 0.7df	<u>28kVA</u>
Total	2

287kVA

We understand that detailed Services Reports will only be required at a later stage. Please contact me should you require any additional information.

Regards

Rohann Steenekamp Pr Eng

CLINKSCALES MAUGHAN-BROWN
Consulting Mechanical & Electrical Engineers

39 Victoria Street, George, 6529

P.O. Box 2551, George, 6530

Tel: (+27) 044 8741511

Fax: (+27) 044 8741510

Cell: (+27) 082 8532625

E-mail: rsteenekamp@cmbgeorge.co.za

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