

SERVICES AGREEMENT

for the Construction of Municipal Services

Stellendale 2

by

Developer : *MY PLACE TRUST*
Trust Number IT NR 3034/2007

Properties : *Farms 1478 (438/1, 439/1) and 438/3 in Kuils River*

SERVICES AGREEMENT

Made and entered into between

My Place Trust
(hereinafter referred to as "**MPT**")

and

THE CITY OF CAPE TOWN
(hereinafter referred to as the "**City**")

1 DEFINITIONS

In this Agreement the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

- (a) "*Agreement*" means this form of Agreement together with any annexures or appendices.
- (b) "*City*" means the City Of Cape Town, a metropolitan municipality, established in terms of the Local Government: Municipal Structures Act, 1998 read with the Province of the Western Cape: Provincial Gazette 5588 dated 22 September 2000.
- (c) "*Developer*" means a developer in the "*City*", i.e., "*MPT*" that have obtained certain development rights on Farms 1478 (438/1 and 439/1) and 438/3 in Kuilsrivier, subject to the payment of certain development contributions to the "*City*".
- (d) "*The Parties*" means collectively the "*City*" and the "*Developer*".
- (e) "*Development Rights*" means the development rights as fully described in Annexure A to this "*Agreement*" for Farms 1478 (438/1 and 439/1) and 438/3 in Kuilsrivier,
- (f) "*Municipal Services*" means the municipal bulk/link infrastructure which the "*Developer*" must provide in accordance with this "*Agreement*" and are fully described in Annexure C.
- (g) "*Programme for completion of the Municipal Services*" means the obligation of the "*Developer*" to have undertaken and completed the

construction of the "*Municipal Services*" in accordance with the dates and times as fully set out in Annexure D to this "*Agreement*".

- (h) "*The Effective Date*" means 1 July 2009.
- (i) "*Engineer*" means an Engineer employed by the "*City*" or any person appointed by the "*City*" from time to time and notified as such in writing to the "*Developer*" to perform the duties envisaged in terms of this "*Agreement*".
- (j) "*Consultant*" means a suitably qualified and experienced Professional Engineer and/or Consulting Engineering Firm, appointed by the "*Developer*" to accept the full responsibility for the design and construction monitoring of the works in terms of its profession, this "*Agreement*" and relevant standards.
- (k) "*Contractor*" means a suitably qualified and experienced Company, Firm or Entity in the Civil Engineering Construction field with the necessary resources, appointed by the "*Developer*" once approved by the "*Engineer*", to construct the required "*Municipal Services*"

2 INTERPRETATION

- 2.1 Unless there is something in the subject matter or the context which is inconsistent therewith, any reference in this "*Agreement*" to a statute, statutory instrument, regulation, by-law or order, shall be construed as a reference to such statute, statutory instrument, regulation or order, as amended or re-enacted, from time to time and to all instruments, order or regulations, then in force and made under, or deriving from the relevant statute.
- 2.2 Any reference, in this "*Agreement*", save where the context otherwise requires, to the masculine, shall include the feminine and any reference to the singular shall include the plural and words denoting natural persons shall include companies, corporations, municipal councils and any other legal entities and vice versa, in each case.
- 2.3 The table of contents and the headings of the Clauses, Sub-Clauses and Annexures of this "*Agreement*" are inserted for ease of reference only and shall be ignored in the construction and interpretation of this "*Agreement*".
- 2.4 If any period is referred to in this "*Agreement*" by way of reference to a number of days, the days shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or public holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or a public holiday.
- 2.5 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any person, whether or not a party, then not withstanding that such provision appears only in the definition clause, effect

shall be given thereto as if it were a substantive provision contained in the body of this "Agreement".

3 DURATION OF THE AGREEMENT

- 3.1 This "Agreement" shall commence on the "Effective Date" and shall terminate on the date that the Final Completion Certificate is issued by the "Consultant" and accepted by the "City".
- 3.2 The duration of this "Agreement" may be extended by mutual agreement, subject to such terms and conditions as "The Parties" may agree to.

4 DEVELOPMENT RIGHTS

- 4.1 The "Developer" hereby acknowledges that he has acquired "Development Rights" on Farms 1478 (438/1 and 439/1) and 438/3 in Kuilsrivier.
- 4.2 The "Developer" acknowledges that in order to develop the properties in accordance with the proposals for development, the "Municipal Services" are required.

5 ACKNOWLEDGEMENT OF DEBT

- 5.1 The "Developer" acknowledges that he has prior to the conclusion of this "Agreement" entered, for the development of Farms 1478 (438/1 and 439/1) and 438/3 in Kuilsrivier, into an Acknowledgement of Debt with the "City" relating to the cost of providing the "Municipal Services" (Annexure B).
- 5.2 The "City" hereby undertakes to reduce the amount of this Acknowledgement of Debt in accordance with the provisions of Clause 5.3 below.
- 5.3 Upon the "Developer" having complied with all the terms and conditions of this "Agreement" the "City" undertakes to value the total cost of the "Municipal Services". The amount of the Acknowledgement of Debt concluded by the "Developer" will be reduced by the value of such "Municipal Services" as provided in terms of this "Agreement".
- 5.4 In the event of a dispute arising between "The Parties" as to the value of the "Municipal Services", it shall be resolved in accordance with the Resolution of Disputes Clause.
- 5.5 Should the "Municipal Services" not be completed at the time when rates clearances in respect of the development is requested by the "Developer", the outstanding Acknowledgement of Debt amount should be paid into a Trust Account as defined in Clause 9.2.

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6 PROVISION OF MUNICIPAL SERVICES

- 6.1 The "*Developer*" agrees to take full responsibility for the provision of the "*Municipal Services*".
- 6.2 In the event of the "*Developer*" for whatever reason failing to complete the construction of the "*Municipal Services*", the "*City*" shall be entitled to complete the provision of the "*Municipal Services*" and thereafter reclaim from the "*Developer*" the cost incurred.

7 WORK TO BE TO THE SATISFACTION OF THE ENGINEER

- 7.1 The "*Developer*" agrees to provide the "*Municipal Services*" strictly in accordance with the terms and conditions of this "*Agreement*" and to the satisfaction of the "*Engineer*".
- 7.2 The "*Developer*"s shall comply with and adhere strictly to the "*Engineer's*" instructions and directions on any matter pertaining to this "*Agreement*" (whether mentioned in this "*Agreement*" or not).
- 7.3 All "*Municipal Services*" provided under this "*Agreement*" shall be subject to a one year defect liability period and free of patent and latent defects. The "*Developer*" must ensure that sufficient contractual measures are in place to meet this condition as part of this obligation.
- 7.4 All payments made by the "*Developer*" towards the provision of the "*Municipal Services*" shall first be certified as correct by the "*Engineer*".

8. COST OF MUNICIPAL SERVICES

- 8.1 The "*Municipal Services*" shall be constructed by a "*Contractor*" appointed through a competitive and approved tender process (Annexure E).
- 8.2 Payment to the "*Consultant*" will not be more than the gazetted ECSA tariff of fees for the relevant professions.
- 8.3 The total project cost will include the design, the construction and the construction supervision costs and disbursements (Annexure F).
- 8.4 The construction cost estimate as indicated in Annexure F, will be subject to final measurement and certification by the "*Consultant*" and the "*Engineer*", once all the construction work has been completed.

9 FINANCING OF MUNICIPAL SERVICES

- 9.1 The costs of provision of the "*Municipal Services*" shall be for the account of the "*Developer*" and will be off-set against the development contributions due

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by the 'Developer' to the "City" in respect of water and sewers as indicated on the Acknowledgement of Debt.

- 9.2 The "Developer" will be responsible for the provision of the "Municipal Services" and for this purpose has opened the following interest bearing Trust Account at **Van der Merwe & Robertson Attorneys**, the account name is the **Stellendale 2 Development Contributions Fund for Water Services** (hereinafter referred to as the "**S2DCWS Fund**").
- 9.3 The property is to be developed in phases. When clearance certification is required for a phase, the relevant Development Contributions must be paid in. The "Developer" is to pay the balance of the Development Contributions amount with regard to water and sewers in respect of the Property being developed into the aforementioned Trust Account, which amount is still to be agreed on by the "Developer" and the "City", prior to the issue of clearance certification for the last phase to be developed.
- 9.4 Any payment out of the Trust Account as defined in Clause 9.2 is to be authorised by both the "Developer" and the "Engineer", and controlled by Van der Merwe & Robertson Attorneys in strict accordance with the official signing powers determined by the respective parties.
- 9.5 Once the provision of the "Municipal Services" have been completed and final payments were made, the balance of the amount in the aforementioned Trust Account, including interest accrued, should be paid over to the Water and Sanitation Department of the "City" within 14 working days from date of final payment made to the "Contractor" and/or "Consultant".

10 ASSIGNMENT

- 10.1 The "Developer" shall not cede or assign this "Agreement" or any part thereof for any benefit, obligation or interest therein or thereunder without the prior written consent of the "City".

11 BREACH

- 11.1 Should either party hereto breach or fail to comply with any term or condition of this "Agreement", then the party aggrieved thereby shall give the defaulting party written notice to rectify such a breach.
- 11.2 In the event of the defaulting party failing to rectify such a breach within thirty (30) days of the dispatch of such notice, the aggrieved party shall be entitled to give written notice of termination of this "Agreement" to the other party. Such termination shall take effect upon dispatch of such notice to the other party.
- 11.3 Should either party repeatedly breach any of the terms and conditions of this "Agreement" in such a manner as to justify the aggrieved party in holding that

the defaulting party's conduct is inconsistent with the defaulting party's intention to carry out the terms and conditions of this "Agreement", then and in such event the aggrieved party shall without prejudice to its legal rights and remedies, be entitled to terminate this "Agreement".

- 11.4 On terminating this "Agreement", the aggrieved party will be entitled to claim and recover such damages as the aggrieved party may be able to prove that it has sustained.

12 TERMINATION

- 12.1 This "Agreement" shall terminate with immediate effect upon the happening of any of the following events:

- (a) if either fails to rectify a breach of this "Agreement" as provided for in terms of Clause 11 ;
- (b) if either party commits an act of insolvency ;
- (c) that the "Developer" pass a resolution for voluntary winding up or having an application for winding up brought against it ;
- (d) if either party fails to satisfy within ten days any judgment for the payment of any monies of which execution has been stayed.

13 RESOLUTION OF DISPUTES

- 13.1 Any dispute arising out of this "Agreement" must in all instances be referred by "The Parties" without legal representation to a Mediator.

- 13.2 The dispute shall be heard by the Mediator at a place and time to be determined by him in consultation with "The Parties".

- 13.3 The Mediator shall be selected by agreement between "The Parties".

- (a) If agreement cannot be reached upon a particular Mediator within three (3) days after the mediation has been demanded, then the President for the time being of the Law Society of the Cape of Good Hope shall nominate the Mediator within seven (7) days after "The Parties" have failed to agree.

- 13.4 The Mediator shall at his sole discretion determine whether the reference to him shall be made in the form of written or verbal representations. Provided that in making this determination he shall consult with "The Parties" and may be guided by their common reasonable desire of the form in which the said representations are to be made.

- 13.5 *"The Parties"* shall have seven (7) days within which to finalise their representation. The Mediator shall within seven (7) days of the receipt of the representations express in writing an opinion on the matter and furnish the *"City"* and the *"Developer"* each with a copy thereof by hand or by registered post.
- 13.6 The opinion so expressed by the Mediator shall be final and binding upon the *"Developer"* and the *"City"* unless either the *"Developer"* or the *"City"* is unwilling to accept the opinion expressed by the Mediator. In this later event, the aggrieved party must deal with the dispute in terms of the Arbitration clause.
- 13.7 The cost of the Mediator shall be borne equally by *"The Parties"*, and shall be due and payable to the Mediator on presentation of his written account.
- 13.8 The expressed opinion of the Mediator shall not prejudice the rights of *"The Parties"* in any manner whatsoever in the event of their proceeding to Arbitration.

14 ARBITRATION

- 14.1 Subject to the provisions of clause 12, any dispute which may arise out of or in regard to :
- (a) Any matters arising out of this *"Agreement"* ;
 - (b) The interpretation of this *"Agreement"*
- Shall be submitted to and decided by arbitration on notice given by any party to the other.
- 14.2 Arbitration shall be held in Cape Town informally and otherwise in accordance with the terms of the provisions of the Arbitrations Act No 42 of 1965 (as amended from time to time) it being intended that if possible it shall be held and concluded within ten (10) days after it has been demanded.
- 14.3 Save as otherwise specifically provided herein, the Arbitrator shall be if the question in dispute is :
- (a) primarily a legal matter – a practicing Senior Advocate of the Cape Bar Society of not less than five (5) years standing;
 - (b) any other matter – an independent and suitably qualified person as may be agreed upon between *"The Parties"* to the dispute.
- 14.4 If agreement cannot be reached on whether the question in dispute falls under 14.3 (a) or 14.3 (b) and/or upon a particular Arbitrator within three (3) days after the arbitration has been demanded, then the President for the time being of the Law Society of the Cape of Good Hope shall:

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- (a) determine whether the question in dispute falls under 14.3 (a) or 14.3 (b) and/or ;
 - (b) nominate the Arbitrator within seven (7) days after "*The Parties*" have failed to agree.
- 14.5 The Arbitrator shall give his decision within five (5) days after the completion of the arbitration, and shall in arriving at his decision, have regard to these presents. The Arbitrator may determine that the costs of the arbitration are to be paid either by one or other of the disputing Parties.
- 14.6 The decision of the Arbitrator shall be final and binding and may be made an order of the Cape Provincial Division of the High Court of South Africa upon the application of any party to the arbitration.
- 14.7 This Clause shall not preclude either party from obtaining interim relief on an urgent basis from a Court of competent jurisdiction pending the decision of the Arbitration.

15 GENERAL CONDITIONS

- 15.1 No alteration, cancellation, variation of or addition to this "*Agreement*" shall be of any force or effect unless reduced to writing and signed by the "*City*" and the "*Developer*" or their duly authorized representatives.
- 15.2 This "*Agreement*" constitutes the entire "*Agreement*" between "*The Parties*" hereto and neither of "*The Parties*" shall be bound by any undertakings, representations, warranties promises or the like not recorded herein.
- 15.3 No extension of time or other indulgence granted by either party to the other in respect of either of "*The Parties*" obligations will constitute a waiver of either of "*The Parties*" right to enforce compliance with the terms of this "*Agreement*". Neither shall it constitute a novation of this "*Agreement*".
- 15.4 This "*Agreement*" shall be binding on and enforceable by the successors-in-title of the "*City*". Accordingly any reference to the "*City*" in terms of this "*Agreement*" shall be deemed to include any successor-in-title of the "*City*".

16 LAW TO APPLY

- 16.1 This "*Agreement*" shall in all respects be construed in accordance with the law of the Republic of South Africa.

17 DOMICILIA

- 17.1 Each of "The Parties" chooses *domicilium citandi et executandi* for the purposes of the giving of any notice, the serving of any process and for any purposes arising from this "Agreement" at their respective addresses set forth hereunder:

Developer: MY PLACE TRUST (IT Nr 3034/2007)
23 Kleinplaas,
Hohenhort Street,
7550 STELLENBERG

The City: Department : Water and Sanitation
City of Cape Town
Administrative Offices
cnr Andries Pretorius and Victoria Roads
SOMERSET WEST

- 17.2 Any notice to any party shall be addressed to it at its *domicilium* aforesaid and be sent either by pre-paid registered post or delivered by hand. In the case of any notice:

- (a) Sent by pre-paid registered post, it shall be deemed to have been received, unless the contrary is proved, on the seventh (7) day after posting ; and
- (b) Delivered by hand, it shall be deemed to have been received, unless the contrary is proved, on the date of delivery, provided such date is a business day or otherwise on the next following business day.
- (c) Any party shall be entitled by notice in writing to the other, to change its *domicilium* to any other address within the Republic of South Africa, provided that the change shall become effective only fourteen (14) days after the service of the notice in question.
- (d) Any notice addressed to the "City" shall be required to be addressed to the Department: Water and Sanitation (for the attention of the Head: Reticulation District 4) to be deemed to have been effectively delivered or served.

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Parow Civic Centre
Voortrekker Road
PAROW 7500
Private Bag X4
PAROW 7499
Ask for: C Minnaar
Tel: 021 938 8138
Fax: 021 938-8509
e-mail: cymnaa.minnaar@cape.gov.za

Parow Iziko loLuntu
Voortrekker Road
PAROW 7500
Private Bag X4
PAROW 7499
Call C Minnaar
Linnkeba: 021 938 8138
Ifeksi: 021 938-8509

Parow Burgerbestuur
Voortrekkerweg
PAROW 7500
Private Bag X4
PAROW 7499
Via vln: C Minnaar
Tel: 021 938 8138
Faks: 021 938-8509

STRATEGY & PLANNING

Department: Planning & Building Development Management

20 September 2011

Application no: 210171

Mike Wolters Architects
16A Castle Mews
New Market Street
Cape Town
8001

Dear Sir,

APPLICATION FOR AMENDMENT OF THE APPROVED SITE DEVELOPMENT PLAN, AMENDMENT OF CONDITION OF APPROVAL AND REGULATION DEPARTURES IN RESPECT OF ERF 22496 (PHASE 1B), STELLENDALE II, KUILSRIVIER

Your above mentioned application submitted on the 5th of September 2011 and the amended Site Development Plan no JW 0908, dated 6 August 2011 refers.

The delegated authority on 15 September 2011 **approved** the Site Development Plan no JW 0908, attached as Annexure A, subject to the following conditions imposed in terms of Section 42 of the Land Use Planning Ordinance 1985, No 15 of 1985:

1. LAND USE, ZONING AND BUILT FORM

- 1.1 That all the conditions imposed with the initial rezoning and subdivision approval (dated 18/05/2009) in respect of Farm 1478, Portion 4 of Farm 438 and Remainder Farm 1286, Kuilsrivier, as well as the conditions imposed with the approval (on 13 January 2011) of the application for amendment of the Subdivision Plan of which the subject property represents Phase 1B, be complied with, where and when still applicable.

In terms of Section 62 of the Local Government Municipal Systems Act, No 32 of 2000, you may appeal to the City Manager against the above Council decision (including any conditions imposed in case of approval) by giving written notice of such appeal, in which case you may upon request be given the opportunity to appear in person before the Appeal Authority to state your case. A detailed motivated appeal with reasons therefore (and not only the intention to appeal), clearly stating in terms of which legislation it is made, should be directed to and received by Pumla Stoffie, Executive Committee Services, Private Bag X9181, Cape Town, 8000, or if hand delivered, to 5th floor, Podium Block, Civic Centre, 12 Hertzog Boulevard, Cape Town or if faxed, to 021 418 9009, **within 21 days** of the date of registration at the Post Office of this notification letter (with such registration day not included in the appeal period, provided that where the last day for lodging an appeal falls either on a Sunday or public holiday, it shall be deemed to be the next working day thereafter).

Notwithstanding the above, kindly note, you are not permitted to submit a revised proposal as part of such an appeal. Should this be the case, your submission will not be regarded as an appeal, but rather a new application which should be submitted in the normal manner, as only the above decision can be appealed at this stage.

Handwritten signatures and initials:
Camm
m
m

SIGNED AT Bellville ON THIS 19 DAY OF MARCH 2012

AS WITNESSES :

1 [Signature]

[Signature]

On behalf of the Developer

2 [Signature]

SIGNED AT Cape Town ON THIS 20 DAY OF August 2012

AS WITNESSES :

1 [Signature]

[Signature]

On behalf of the CITY

2 [Signature]

ANNEXURES

- A: Development Rights Obtained
- B: Development Contributions payable by Developer
- C: Municipal Services
- D: Programme for Completion of the Municipal Services
- E: Tender Process
- F: Total Project Cost
- G: Authority to Sign Documentation

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ANNEXURE A

Development Rights Obtained

Copies of relevant letters from the Director: Planning & Building Development Management attached.

CHM
2011



CITY OF CAPE TOWN | ISIXENZO SISEBENZELA - STAD KAAPSTAD

Parow Civic Centre
Voortrekker Road
Private Bag X4
Parow 7499
Ask for: C Minnaar
Tel no: 021 938 8138
Fax no: 021 938 8509

E-mail: Cythna.Minnaar@capetown.gov.za

Website: <http://www.capetown.gov.za>

Ref: KSR 18/6/11/32

Application no: 210171

Filename: Final notification amendment application CM 20.09.2011

Parow Iziko Iolunthu
Voortrekker Road
Private Bag X4
Parow 7499
Celest: C Minnaar
Umnxeba: 021 938 8138
Ifekal: 021 938 8509

Ref: KSR 18/6/11/32

Inomb yezicelo: 210171

Parow Burgersentrum
Voortrekkerweg
Private Bag X4
Parow 7499
Vra Vin: C Minnaar
Tel no: 021 938 8138
Faks no: 021 938 8509

Verw: KSR 18/6/11/32

Aansoek nr: 210171

STRATEGY & PLANNING

Department : Planning & Building Development Management

21 September 2011

BY HAND

Mike Wolters Architects
16A Castle Mews
New Market Street
Cape Town
8001

FINAL NOTIFICATION LETTER

Dear Sir,

**APPLICATION FOR AMENDMENT OF THE APPROVED SITE DEVELOPMENT PLAN,
AMENDMENT OF CONDITION OF APPROVAL AND REGULATION DEPARTURES IN RESPECT
OF ERF 22496 (PHASE 1B), STELLENDALE II, KUILSRIVIER**

My previous correspondence dated 20 September 2011 refers.

I wish to advise that the appeal process has now been concluded and that the decision as per Council's previous letter of approval is therefore now considered final. Accordingly, you may now act on the decision, subject to compliance with the conditions detailed in my letter dated 20 September 2011.

Yours faithfully

Cythna Minnaar

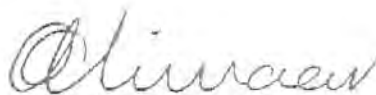
for **DIRECTOR : PLANNING & BUILDING DEVELOPMENT MANAGEMENT**

cc: GIS officer
Director : Valuations

Should you take up this right of appeal in terms of Section 62 of the Local Government Municipal Systems Act, No 32 of 2000, kindly complete the attached questionnaire and submit it together with your appeal. Also note, appellants are not permitted to canvass the City Manager or members of Council's Planning and General Appeals Committee before or after the matter is heard. Should no appeal be received within such appeal period, or upon conclusion of this appeal process, you (as well as any objectors, if any) will be advised of a further right of appeal in terms of Section 44 of Land Use Planning Ordinance, No 15 of 1985 in due course.

Kindly note the above Council decision is suspended and may therefore not be acted on until such time as the period for lodging appeals has lapsed, any appeal has been finalised and you have been advised accordingly.

Yours faithfully



for DIRECTOR : PLANNING & BUILDING DEVELOPMENT MANAGEMENT

TO BE COMPLETED BY APPLICANT / OWNER

DECLARATION

I, PETER BERTS GEBBERN (full name), properly authorised in such respect, herewith wish to acknowledge receipt of this decision letter. I confirm that I accept the decision, conditions of approval and requirements provided therein and do not wish to appeal against this outcome in terms of the Local Government Systems Act, Act 32 of 2000 or the Land Use Planning Ordinance, Ordinance 15 of 1985. As such, I thus hereby relinquish any further right to appeal in this regard.

OWNER

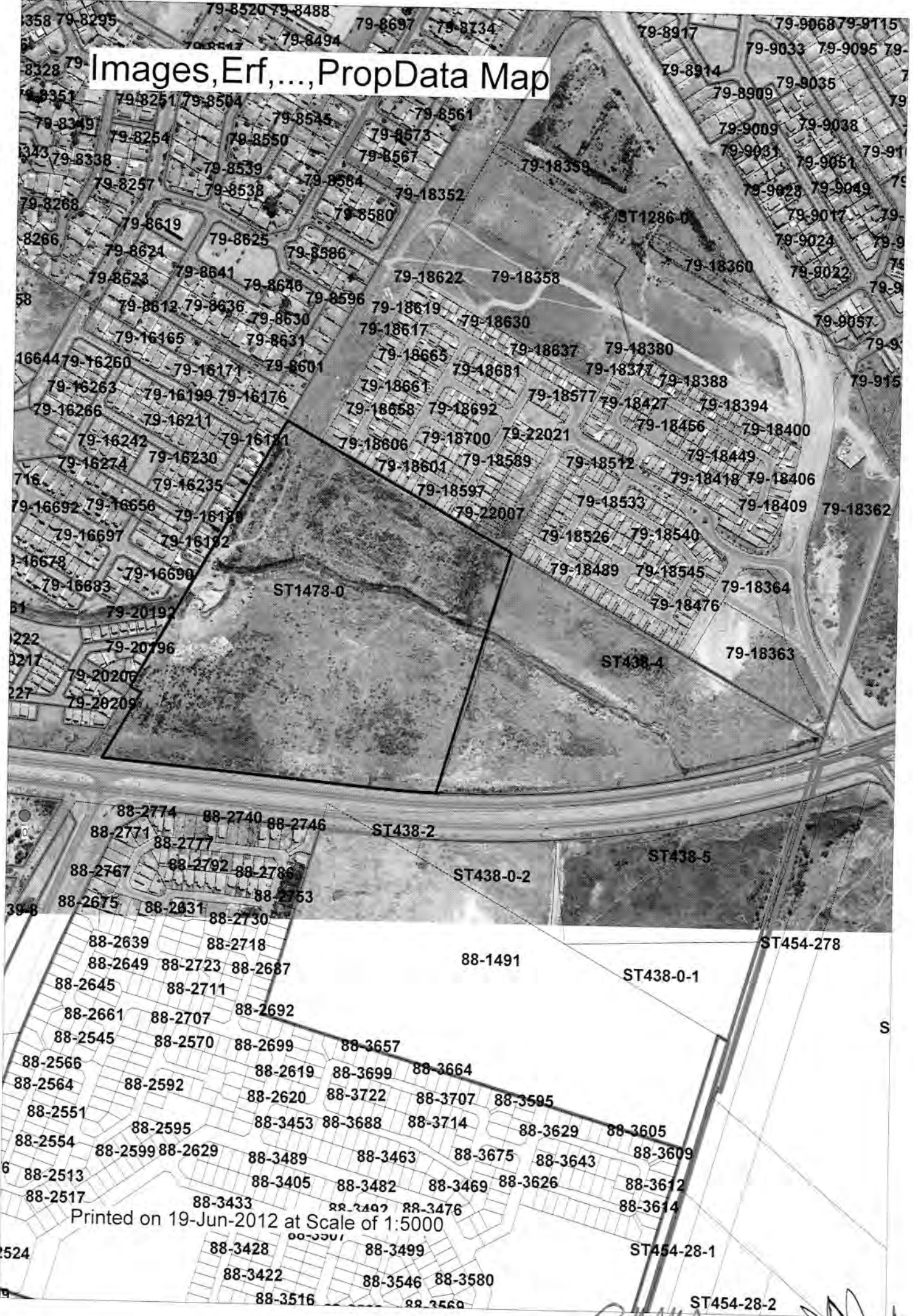
Date

21/9/2011



M

Images, Erf,..., PropData Map



Printed on 19-Jun-2012 at Scale of 1:5000

COMPONENTS:

1. The figure ABCDEFGHL represents Remainder of Portion 1 of the Farm No 438
Vide Diagram No. 6351/1956 D/T 1957. 16044
2. The figure KHJ represents Portion 12 of the Farm No. 439/1
Vide Diagram No. 3281/2005 D/T

S.G. No.

3282/2005

Approved

for SURVEYOR-GENERAL

2005-09-05

SHEET 1 OF 2 SHEETS

NOTES:

1. The figure eJHK represents a Road Servitude 12,59m wide
Vide Diagram No. 4642/1957
2. The line abr represents the centre line of a Electrical Power Transmission Servitude 31,00m wide
Vide Diagram No. 462/1994
3. The line rc represents the centre line of a Electrical Power Transmission Servitude 31,00m wide
Vide Diagram No. 464/1994
4. The figure dkpqKLsem represents a servitude pipeline area 12,00m wide
Vide Diagram No. 4271/1996
Of the 12,00m wide servitude
 - (a) the figure dfnqhlsem with a width of 8,00m lies to the North West of the line fnqh and
 - (b) the figure fkpqKhgn with a width of 4,00m lies to the south east of the line fnqh
 Vide Diagram No. 4271/1996

The figure A B C D E F G H J K L

represents 10,4788 hectares

of land, being

FARM 1478 STELLENBOSCH, COMPRISING COMPONENTS 1 AND 2 ABOVE

situate in the City of Cape Town

Administrative District of Stellenbosch

Province of the Western Cape

Compiled in May 2005

by me

J O Williamson PLS 1004

Professional Land Surveyor

This diagram is annexed to

No. 790/43/2005

dated

i.f.o.

Registrar of Deeds

The original diagrams are

as quoted on sheet 2

File No.

SRL. Compiled

Comp. BHSY-322 (6783)

BHSY-323 (6784)

LPI C0670000

FARM 1478 STELLENBOSCH

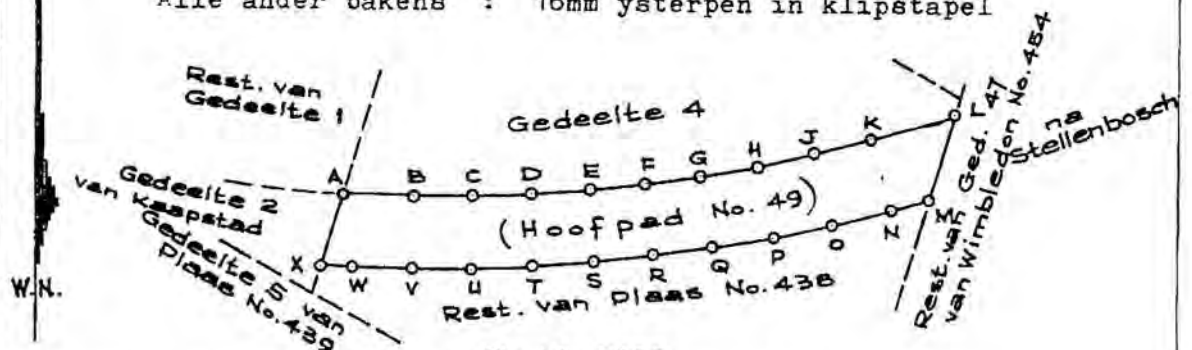
SYE METER		RIGTINGS- HOEKE	KOÖRDINATE			L.G. No.
			Y	Stelsel	X	
		Konstante		0,00	+3700000,00	5607/81
AB	46,36	270 50 30	A	+ 29 311,05	+ 58 562,02	Goedgekeur <i>J. H. de Vries</i> Landmeter-generaal 1981-12-17
BC	39,41	268 52 50	B	+ 29 264,69	+ 58 562,70	
CD	38,82	266 54 50	C	+ 29 225,29	+ 58 561,93	
DE	39,26	265 04 40	D	+ 29 186,53	+ 58 559,84	
EF	39,28	263 06 50	E	+ 29 147,41	+ 58 556,47	
FG	39,19	261 17 50	F	+ 29 108,41	+ 58 551,76	
GH	39,09	259 28 30	G	+ 29 069,67	+ 58 545,83	
HJ	39,07	257 33 10	H	+ 29 031,24	+ 58 538,69	
JK	39,15	255 37 20	J	+ 28 993,09	+ 58 530,27	
KL	57,77	253 16 10	K	+ 28 955,17	+ 58 520,55	
LM	60,03	16 20 50	L	+ 28 899,85	+ 58 503,92	
MN	26,02	73 32 20	M	+ 28 916,74	+ 58 561,52	
NO	40,85	75 44 30	N	+ 28 941,69	+ 58 568,89	
OP	40,88	77 33 20	O	+ 28 981,28	+ 58 578,95	
PQ	40,83	79 25 00	P	+ 29 021,20	+ 58 587,76	
QR	40,80	81 19 00	Q	+ 29 061,34	+ 58 595,26	
RS	40,83	83 03 00	R	+ 29 101,67	+ 58 601,42	
ST	40,84	85 15 10	S	+ 29 142,20	+ 58 606,36	
TU	40,87	86 54 50	T	+ 29 182,90	+ 58 609,74	
UV	40,74	88 49 10	U	+ 29 223,71	+ 58 611,94	
VW	41,00	90 44 30	V	+ 29 264,44	+ 58 612,78	
WX	20,20	91 52 20	W	+ 29 305,44	+ 58 612,25	
XA	51,67	196 23 00	X	+ 29 325,63	+ 58 611,59	
		16P6	⊕	+ 31 572,56	+ 58 388,09	
No. 429 K'kop. West			Δ	+ 24 300,59	+ 57 361,86	

Beskrywing van Bakens:

A : 12mm ysterpen in klipstapel

G : Dakskroef in beton bo-op baksteenmuur van voor

Alle ander bakens : 16mm ysterpen in klipstapel



Skaal 1: 5000

Die figuur A B C D E F G H J K L M N O P Q R S T U V W X

stel voor 2,0826 Hektaar

grond, synde

Gedeelte 3 van die PLAAS No. 438

geleë naby Kuilsrivier

Administratiewe Distrik Stellenbosch

Provinsie Kaap die Goeie Hoop.

Opgemeet in Junie en Augustus 1981

deur my,

P. Burger

Landmeter

Hierdie kaart is geheg aan
No. Transportakte
gedateer T.33436/1984
t.g.v.

Die oorspronklike kaart is.

No.1555/1886 geheg aan

Transport/Grondbrief

No. Stel Q.18.52

Lêer No. STEL. 438

M.S. No. E 1790/81

Komp.

~~BH-80D/W33~~

BHSY-322 (6783)

BHSY-323 (6784)

Registrateur van Aktes

C M
129/3

SIDES Metres		ANGLES OF DIRECTION		CO-ORDINATES Y System Lo 19 ° X			S.G. No. 4271/1996 Approved <i>U.A.C. Gonsalves</i> Surveyor-General 1996 - 7 - 19
		Constants			0, 00	+3 700 000, 00	
A B	22, 93	299 28 10	A	+	29 476, 98	+	58 165, 89
B C	1, 05	28 56 20	B	+	29 457, 01	+	58 177, 17
C D	317, 17	29 44 50	C	+	29 457, 52	+	58 178, 09
D E	19, 64	75 36 10	D	+	29 614, 89	+	58 453, 46
E F	7, 30	119 23 20	E	+	29 633, 91	+	58 458, 34
F A	331, 83	209 28 40	F	+	29 640, 27	+	58 454, 76
		30C24	⊕	+	29 274, 71	+	58 587, 10
		40C24	⊕	+	29 756, 03	+	58 553, 32

BEACON DESCRIPTIONS

A, F Iron standard
B, E 12mm round iron peg
C, D Drill hole on concrete pipeline pillar

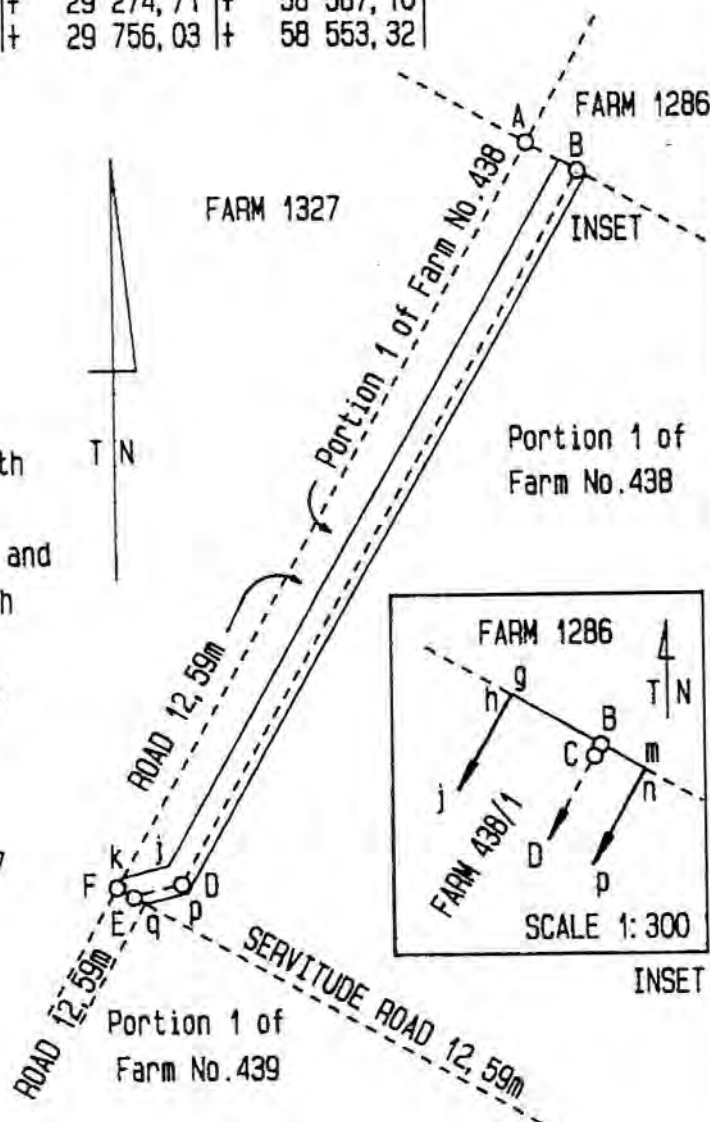
SERVITUDE NOTES

Of the 12m wide servitude

- (a) figure gBCDEFkjh with a width of 8 metres lies to the North-West of the line BCDE and
- (b) figure BmnpqEDC with a width of 4 metres lies to the South-East of the line BCDE

FARM 1327

Scale 1 : 3000



The figure g m n p q F k j h represents a servitude pipeline area 12m wide over Remainder ~~over~~ Portion 1 of Farm No. 438 *Eastern Substructure

situate in the ^{*}Administrative District of Stellenbosch Province of the Western Cape

Surveyed in March - October 1994 by me

U.A.C. Gonsalves (PLS 0819) Professional Land Surveyor

This diagram is annexed to No. dated i.f.o. Registrar of Deeds	The original diagram is No. 1555/1836 annexed to Deed of Grant Transfer No. 101-18-52-1957-16044	File No. S/STEL 438 S.R. No. E 1602/96 Comp BHSY-322 (6783)
--	--	---

uag
uag
uag

M

SERVITORS' LEASES				
SURVEY PROCEED	DIAGRAM No.	DESCRIPTION	DEED	INITIALED
2496/93	462/94	The line L.L.M. represents the centre line of an Elec. power Trans. Servitude 31m wide.		
E1602/96	4274/96	THE FIG dtgh On pd R.P. A 1/2 m. WIDE SERV PIPELINE AREA		

N. E 105/3/6

9.10.1956

THE FOLLOWING DEEDS/HGTS HAVE BEEN MADE FROM THIS DIAGRAM					
DIAGRAM No.	SUBJECT	AREA HA/50. M.	TRANSFER NO.	INITIALED	REMOVED
E295/76	3341/76 PTH. 2.	5456	9314/77	WCV ✓	9.9403 Ha

CAM

S.G. Dgm. No. 1719/1900.

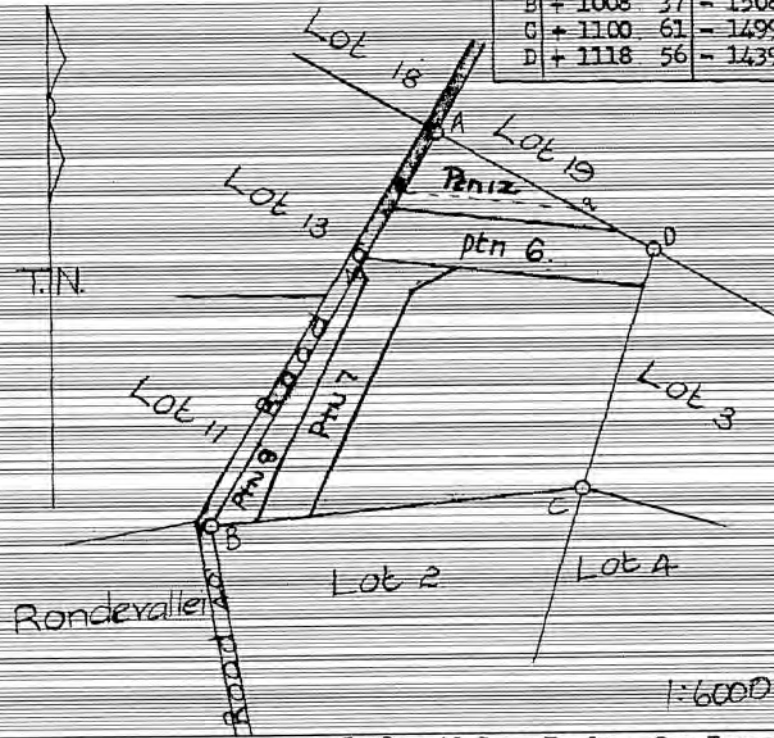
1719/1900

The numerical data of this Diagram are sufficiently consistent.

(Sgd) J.J. Bosman.
Examiner.

Remainder Consolidated
Vide Dgm. 5844/2005
Farm 1479

Sides		Angles.	
AB	114. 24	A	90. 00. 00
BC	92. 64	B	54. 52. 50
CD	62. 59	C	111. 59. 40
DA	61. 57	D	103. 7. 30
Co-ordinated			
A	+ 1065. 12	- 1409. 18	
B	+ 1008. 37	- 1508. 33	
C	+ 1100. 61	- 1499. 72	
D	+ 1118. 56	- 1439. 78	



Scale: 40 Cape Roods - One Eng. inch

The above Figure A.B.C.D. represents 10 Morgen 205 Square Roods of Land in the Division of Stellenbosch Field Cornetcy of Kulls River being Lot 2 of the Subdivision Lot 12 of the Crown Lands East of Kulls River, granted to Charl Jacobus van Blerk on the 26th of March 1896.

Portion.....(.....) (a portion of Portion.....) of the farm No. 439.....	Bounded: N. Edgls by Lot 19
	E. wds " Lot 3
	S. wds " Lot 2
	N. wds " Road 40'

Surveyed by me,

(Sgd) F. St. M. Nyburgh,
Government Land Surveyor.
September, 1900.

Copied from the original relating to
Transfer..... 9191.....
28th December, 1900 - favour of
James B. Davids.

Sheet BH-804
BH5y-322 (6783)
(M263)

12 OCT 1954

for SURVEYOR GENERAL
CAPE TOWN.

BH-804
BH5y-322 (6783)

VN. 439/1.

M.V. 7.

THE FOLLOWING DESCRIPTIONS HAVE BEEN MADE FROM THIS DIAGRAM

SURVEY RECORD	L.A.C.R.A.M. NO.	SUBDIVISION	AREA HA./SQ. M.	TRANSFER NO.	INITIALED	REMR.
E905/76	3942/76	Ptn. 6	1,2226	93/4/77	WNV	
E2501/90	7563/90	Ptn. 7	1,1646 ^{Ha}	81095/06	N.D	
	7564/90	Ptn. 8	6154 ^{m²}	81095/06	N.D	
E1513/05	3281/2005	Ptn 12	7312 ^{m²}	90142/2005	N.M	5.1241 Ha

SERVITUDE OR EASEMENT AREAS

SURVEY RECORD	DIAGRAM NO.	DESCRIPTION	DEED	INITIALED
E2496/92	464194	The line p,q represents the centre line of an elec. trans. power servitude 3m wide.		

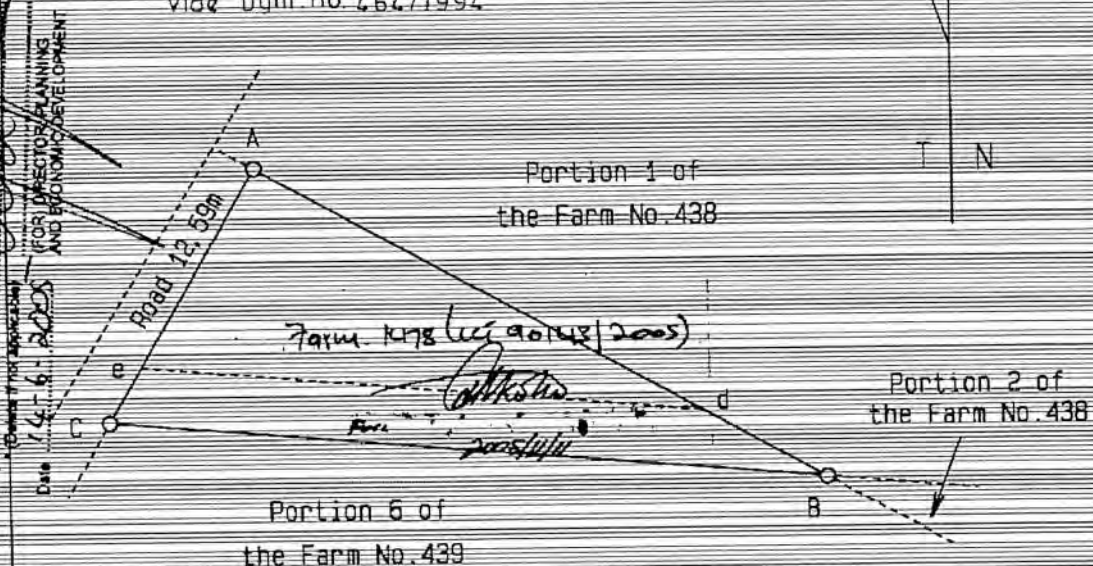
C.M.M. [Signature] W

DESCRIPTIONS OF BEACONS:

A, B, C ... 12mm Round Iron peg

SERVITUDE NOTE:

The line de represents the centre line of a
transmission
Electrical Power Servitude 31,00m wide
Vide Dgm.no 664/1994



SCALE 1: 2000

The figure A B C
represents 7312 square metres of land, being
Portion 12 (portion of
Remainder of Portion 1) of the Farm No. 439
City of Cape Town
situate in the Oostenberg Municipality.

Administrative District of Stellenbosch

Province of the Western Cape

Surveyed in May 2005

by me J O Williamson PLS 1004

Professional Land Surveyor

This diagram is annexed to
No. T 90/42/2005
dated
i.f.o.
Registrar of Deeds

The original diagram is
No 1719/1900 annexed to
Transfer No.1900. .9191
No.

File No. Stel.439
S.A. No. E 1513/2005
Comp. BHSY-322 (5783)
LPI C0670000

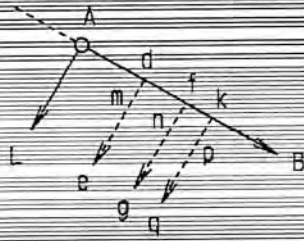
Farm 439/12 Stellenbosch

THE FOLLOWING REDUCTIONS HAVE BEEN MADE FROM

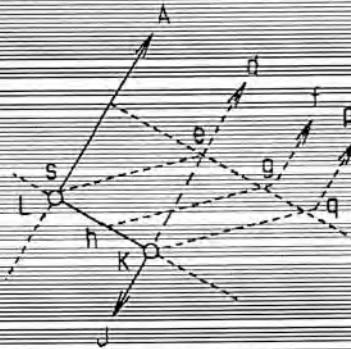
SURVEY RECORD	DIAGRAM NO.	SUBDIVISION	AREA HA./SQ. M.	TRAN NO.	LED	REMARKS
940/2009	462/2009	Erf 22042	3455 m ²	WITHDRAWN		10.7332 ha
222/2011	478/2011	Erf 22496	3655 m ²			
222/2011	479/2011	Erf 22514	22 m ²			
222/2011	480/2011	Erf 22528	2744 m ²			
222/2011	481/2011	Erf 22870	25 m ²			
1448/2011	2716/2011	Erf 22885 Kwils River	2 m ²			
1448/ 2011	2717/ 2011	Erf 22886 Kwils River	7 m ²			
1448/ 2011	2718/ 2011	Erf 22887 Kwils River	7050 m ²			
64262/12	2716/2012 969	Erf 22847 Kwils River	3863 m ²			

CHINA

INSET 1: NOT TO SCALE



INSET 2: NOT TO SCALE



S.G. No.

3282/2005

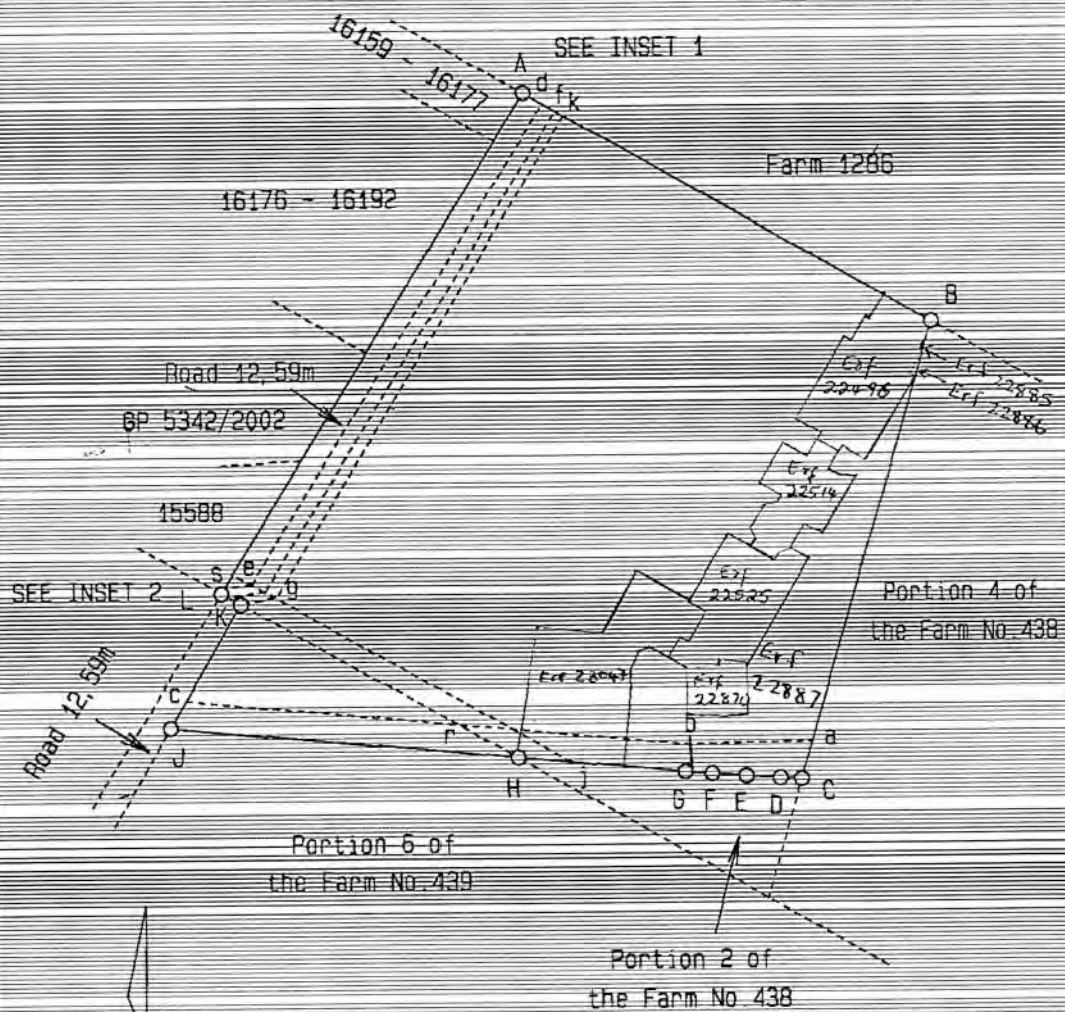
Approved

Steynberg

for SURVEYOR-GENERAL

2005-09-05

SHEET 2 OF 2 SHEETS



SCALE 1: 4000

FARM 1478 STELLENBOSCH

Compiled in May 2005

by me

J O Williamson PLS 1004

Professional Land Surveyor

FARM 1478 STELLENBOSCH

FOR ENDORSEMENT
SEE BACK OF DIAGRAM

Caru

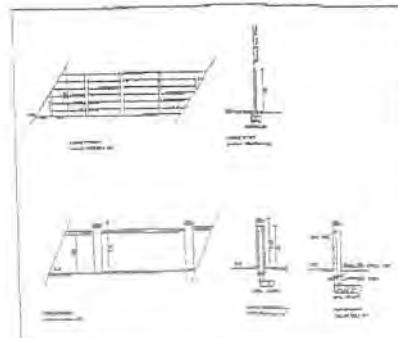
ANNEXURE B:
Amended Site Development Plan

CITY OF CAPE TOWN
PLANNING & BUILDING DEVELOPMENT MANAGEMENT
Application no. 21071
This amended Site development / landscaping
plan, note) TNO 305
has been approved, subject to conditions as per
decision letter dated 20/9/11, file reference
KSP 1816/11 attached hereto and supercedes
previous plan note) TN 0905 (11 Oct 10)
Date 15/9/11
Delegates _____

5	+	3	=	8	unit	8	582gm
6	+	2	=	8	unit	8	509gm
7	+	1	=	8	unit	8	402gm

each of is to have two
parkings of hard grass
@ 16.85 each.

Site area	3 665
Built area	745
Road area	1 349
Pavement area	360
Grass Road	826
Grass Bank	186
Stones	54
Grass blocks	202
Driveways	35
Carport paving	125

[illegible][illegible]

100%

the company reported all such items of the
employee in previous quarters and quarterly.

Mr. [redacted] stated that he was not aware of
the fact that the company was not aware of the
fact.

Mr. [redacted] stated that he was not aware of the
fact that the company was not aware of the
fact.

Mr. [redacted] stated that he was not aware of the
fact that the company was not aware of the
fact.

Mr. [redacted] stated that he was not aware of the
fact that the company was not aware of the
fact.

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ANNELIES SLABORT
LANDSCAPE ARCHITECT

P.O. BOX 2732
DURHAMVILLE 1560
CALL: 682 2225 Fax:
FAX: 682 631 2226
E-mail: annelies@annelies.com

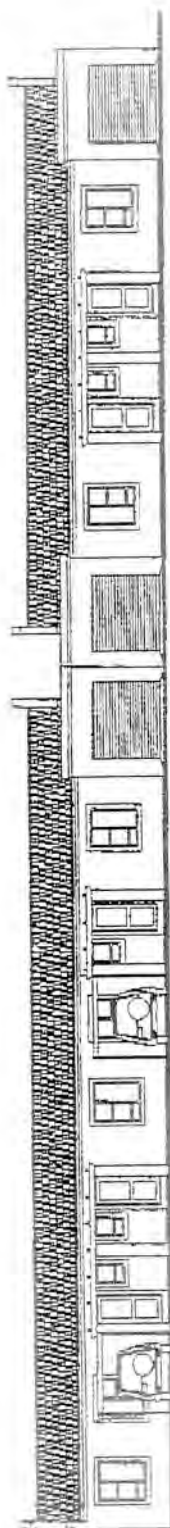
JACOBS WOLTERS
and BLAGGERS
HARRISON & J. W. BLAGGERS
1000 4th Ave. S.
Room 1110
PO BOX 1110
TULSA
OK 74101-1110

Switzerland II

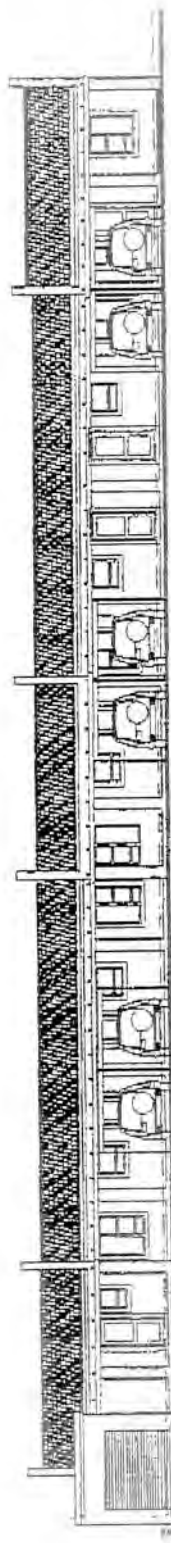
24.000 15

1/200 15.000 15 1/200 15.000 15

cmu



Typical street elevation



Typical street elevation

Project:
Stellenbosch II Phase III
Client:
Visual International
Contact:
Typical street elevation

MIKE WOLTERS ARCHITECTS

36A Caillie Avenue
New Market Street
Cape Town

TEL: 021 461 4231
FAX: 021 542 6376
Email: kate@mvpa.co.za

Drawn by:
Scale:
Date:
Drawing number

Camille J. P. M.



CITY OF CAPE TOWN | ISIKHOKO SASEKAPA | STAD KAAPSTAD

Parow Civic Centre
Voortrekker Road
Private Bag X4
Parow 7499

Ask for: C Minnaar
Tel no: 021 938 8138
Fax no: 021 938 8509

E-mail: Cythna.Minnaar@capetown.gov.za
Website: <http://www.capetown.gov.za>

Ref: KSR 18/5/1/1/47

Application no: 206023

Filename: Final notification SDP approval CM 20.09.2011

Parow Iziko Museum
Voortrekker Road
Private Bag X4
Parow 7499

Call: C Minnaar
Umskepo: 021 938 8138
Ifekeli: 021 938 8509

Ref: KSR 18/5/1/1/47

Inomb yezicelo: 206023

Parow Burgercentrum
Voortrekkerweg
Privaatsak X4
Parow 7499

Vra vir: C Minnaar
Tel no: 021 938 8138
Faks no: 021 938 8509

Vra KSR 18/5/1/1/47

Aansoek nr: 206023

STRATEGY & PLANNING

Department: Planning & Building Development Management

21 September 2011

BY HAND

Mike Wolters Architects
16A Castle Mews
New Market Street
Cape Town
8001

FINAL NOTIFICATION LETTER

Dear Sir,

APPLICATION FOR SITE DEVELOPMENT PLAN APPROVAL AND REGULATION DEPARTURES IN RESPECT OF ERF 22514 (PHASE 2), STELLENDALE II, KUILSRIVIER

My previous correspondence dated 20 September 2011 refers.

I wish to advise that the appeal process has now been concluded and that the decision as per Council's previous letter of approval is therefore now considered final. Accordingly, you may now act on the decision, subject to compliance with the conditions detailed in my letter dated 20 September 2011.

Yours faithfully

Cythna Minnaar

for DIRECTOR: PLANNING & BUILDING DEVELOPMENT MANAGEMENT

cc GIS officer
Director: Valuations

Handwritten signature and initials: CAMR, LUMDS, and other initials.



CITY OF CAPE TOWN | 15 DECEMBER 2011 | 10:00 AM

Parow Civic Centre
Voortrekker Road
PAROW 7500
Private Bag X4
PAROW 7499
Attn: C Minnaar
Tel: 021 938 8138
Fax: 021 938-8509
e-mail: cymnaar@capetown.gov.za

Parow Iziko Museum
Voortrekker Road
PAROW 7500
Private Bag X4
PAROW 7499
Celia C Minnaar
Umnkeba: 021 938 8138
Ifekzi: 021 938-8509

Parow Burgercentrum
Voortrekkerweg
PAROW 7500
Private Bag X4
PAROW 7499
Vra vir: C Minnaar
Tel: 021 938 8138
Faks: 021 938-8509

STRATEGY & PLANNING

Department: Planning & Building Development Management

20 September 2011

Application no: 206023

Mike Wolters Architects
16A Castle Mews
New Market Street
Cape Town
8001

Dear Sir,

APPLICATION FOR SITE DEVELOPMENT PLAN APPROVAL AND REGULATION DEPARTURES IN RESPECT OF ERF 22514 (PHASE 2), STELLENDALE II, KUILSRIVIER

Your above mentioned application submitted on the 9th of May 2011 and the Site Development Plan No MJWA 02_11, dated 30 August 2011 refers.

The delegated authority on 15 September 2011 approved the Site Development Plan No MJWA 02_11, attached as Annexure A, subject to the following conditions imposed in terms of Section 42 of the Land Use Planning Ordinance 1985, No 15 of 1985:

1. LAND USE, ZONING AND BUILT FORM

- 1.1 That all the conditions imposed with the initial rezoning and subdivision approval (dated 18/05/2009) in respect of Farm 1478, Portion 4 of Farm 438 and Remainder Farm 1286, Kuilsrivier, as well as the conditions imposed with the approval (on 13 January 2011) of the application for amendment of the Subdivision Plan of which the subject property represents Phase 2, be complied with, where and when still applicable.

2. TRANSPORT

- 2.1 That 2 on-site parking bays per residential unit be provided in accordance with the approved Site Development Plan.
- 2.2 That the road as shown on the Site Development Plan (No MJWA 02_11) be constructed in its entirety, inclusive of the circle, during the construction of Phase 2.

3. WATER AND SANITATION

- 3.1 The water services department is to be contacted at least 96 hours before the commencement of construction activities.
- 3.2 That water pipelines be disinfected as per Policy No EH 04/06 (copy available on request).

Handwritten signature and initials

3.3 That a Health Clearance certificate be provided, as per the above mentioned policy, prior to final approval of water installation.

3.4 The results of all applicable tests on Water and Sewer pipelines must be made available, which include a full CCTV report on sewer networks prior to site handover.

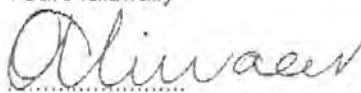
In terms of Section 62 of the Local Government Municipal Systems Act, No 32 of 2000, you may appeal to the City Manager against the above Council decision (including any conditions imposed in case of approval) by giving written notice of such appeal, in which case you may upon request be given the opportunity to appear in person before the Appeal Authority to state your case. A detailed motivated appeal with reasons therefore (and not only the intention to appeal), clearly stating in terms of which legislation it is made, should be directed to and received by Pumla Stofie, Executive Committee Services, Private Bag X9181, Cape Town, 8000, or if hand delivered, to 5th floor, Podium Block, Civic Centre, 12 Hertzog Boulevard, Cape Town or if faxed, to 021 418 9009, **within 21 days** of the date of registration at the Post Office of this notification letter (with such registration day not included in the appeal period, provided that where the last day for lodging an appeal falls either on a Sunday or public holiday, it shall be deemed to be the next working day thereafter).

Notwithstanding the above, kindly note, you are not permitted to submit a revised proposal as part of such an appeal. Should this be the case, your submission will not be regarded as an appeal, but rather a new application which should be submitted in the normal manner, as only the above decision can be appealed at this stage.

Should you take up this right of appeal in terms of Section 62 of the Local Government Municipal Systems Act, No 32 of 2000, kindly complete the **attached** questionnaire and submit it together with your appeal. Also note, appellants are not permitted to canvass the City Manager or members of Council's Planning and General Appeals Committee before or after the matter is heard. Should no appeal be received within such appeal period, or upon conclusion of this appeal process, you (as well as any objectors, if any) will be advised of a further right of appeal in terms of Section 44 of Land Use Planning Ordinance, No 15 of 1985 in due course.

Kindly note the above Council decision is suspended and may therefore not be acted on until such time as the period for lodging appeals has lapsed, any appeal has been finalised and you have been advised accordingly.

Yours faithfully

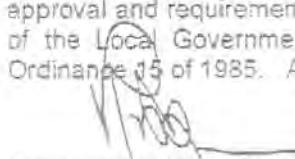


for **DIRECTOR : PLANNING & BUILDING DEVELOPMENT MANAGEMENT**

TO BE COMPLETED BY APPLICANT / OWNER

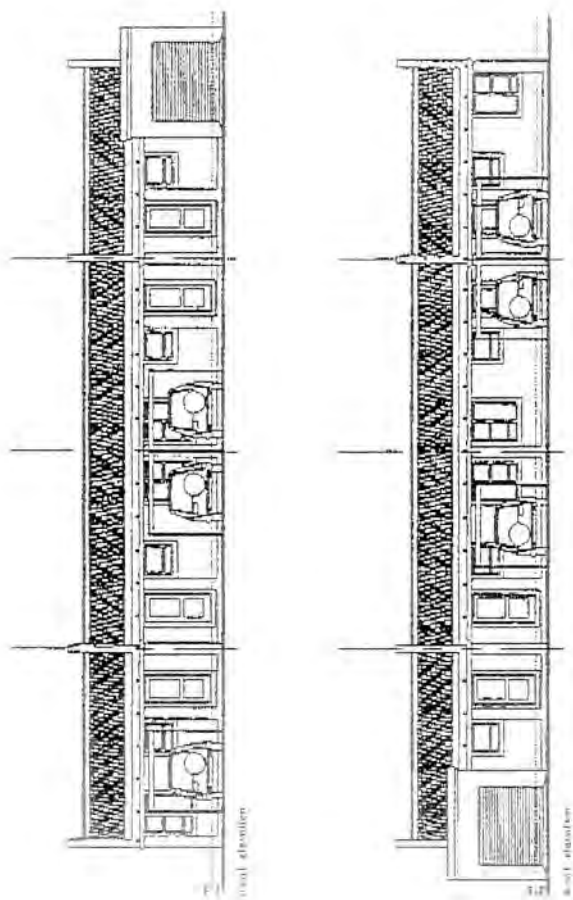
DECLARATION

I, Peter Albert Grobbelaar (full name), properly authorised in such respect, herewith wish to acknowledge receipt of this decision letter. I confirm that I accept the decision, conditions of approval and requirements provided therein and do not wish to appeal against this outcome in terms of the Local Government Systems Act, Act 32 of 2000 or the Land Use Planning Ordinance, Ordinance 15 of 1985. As such, I thus hereby relinquish any further right to appeal in this regard.


OWNER

21/9/2011
Date





MIRE WOLTERS ARCHITECTS

Project: 165 Castle Mews
 Client: New Market Street
 Cape Town
 Tel: 021 461 4221
 Fax: 021 461 4221
 Email: katz@mirewa.co.za

Project: Gleditsia II Phase 2
 Client: Visual International
 Content: Typical street elevation

Drawn by: (LW)
 Scale: 1:200 (A4)
 Date: 28 Aug 2011
 Drawing number: M2011/02/11

Handwritten signatures and initials at the bottom of the page.



CITY OF CAPE TOWN | IIZINDO BIZILELAH | STAD KAAPSTAD

Parow Civic Centre
Voortrekker Road
Private Bag X4
Parow 7499

Ask for: C Minnaar
Tel no: 021 938 8138
Fax no: 021 938 8509

E-mail: Cythna.Minnaar@capetown.gov.za
Website: <http://www.capetown.gov.za>

Ref: KSR 18/6/11/48

Application no: 206017

Filename: Final notification SDF approval CM 20.09.2011

Parow Iziko Isiluntu
Voortrekker Road
Private Bag X4
Parow 7499

Call: C Minnaar
Umpheba: 021 938 8138
(Faks) 021 938 8509

Ref: KSR 18/6/11/48
Inomb yezicelo: 206017

Parow Burgersentrum
Voortrekkerweg
Privaatsek X4
Parow 7499

Vra vir: C Minnaar
Tel no: 021 938 8138
Faks no: 021 938 8509

Verw: KSR 18/6/11/48
Aansoek nr: 206017

STRATEGY & PLANNING

Department : Planning & Building Development Management

21 September 2011

BY HAND

Mike Wolfers Architects
16A Castle Mews
New Market Street
Cape Town
8001

FINAL NOTIFICATION LETTER

Dear Sir,

APPLICATION FOR SITE DEVELOPMENT PLAN APPROVAL AND REGULATION DEPARTURES IN RESPECT OF ERF 22525 (PHASE 3), STELLENDALE II, KUILSRIVIER

My previous correspondence dated 20 September 2011 refers.

I wish to advise that the appeal process has now been concluded and that the decision as per Council's previous letter of approval is therefore now considered final. Accordingly, you may now act on the decision, subject to compliance with the conditions detailed in my letter dated 20 September 2011.

Yours faithfully

Cythna Minnaar

for DIRECTOR : PLANNING & BUILDING DEVELOPMENT MANAGEMENT

cc GIS officer
Director : Valuations



CITY OF CAPE TOWN | KAPSTADT | STAD KAPSTADT

Parow Civic Centre
Voortrekker Road
PAROW 7500
Private Bag X4
PAROW 7499
Ask for: C Minnaar
Tel: 021 938 8138
Fax: 021 938-8509
e-mail: cythna.minnaar@capetown.gov.za

Parow Iziko Museum
Voortrekker Road
PAROW 7500
Private Bag X4
PAROW 7499
Celia C Minnaar
U/minneba: 021 938 8138
Ifekasi: 021 938-8509

Parow Burgercentrum
Voortrekkerweg
PAROW 7500
Private Bag X4
PAROW 7499
Vra vir: C Minnaar
Tel: 021 938 8138
Faks: 021 938-8509

STRATEGY & PLANNING

Department: Planning & Building Development Management

20 September 2011

Application no: 206017

Mike Wolters Architects
16A Castle Mews
New Market Street
Cape Town
8001

Dear Sir,

APPLICATION FOR SITE DEVELOPMENT PLAN APPROVAL AND REGULATION DEPARTURES IN RESPECT OF ERF 22525 (PHASE 3), STELLENDALE II, KUILSRIVIER

Your above mentioned application submitted on the 9th of May 2011 and the Site Development Plan No MJWA 03_11, dated 30 August 2011 refers.

The delegated authority on 15 September 2011 approved the Site Development Plan No MJWA 03_11, attached as Annexure A, subject to the following conditions imposed in terms of Section 42 of the Land Use Planning Ordinance 1985, No 15 of 1985:

1. LAND USE, ZONING AND BUILT FORM

- 1.1 That all the conditions imposed with the initial rezoning and subdivision approval (dated 18/05/2009) in respect of Farm 1478, Portion 4 of Farm 438 and Remainder Farm 1286, Kuilsrivier, as well as the conditions imposed with the approval (on 13 January 2011) of the application for amendment of the Subdivision Plan of which the subject property represents Phase 2, be complied with, where and when still applicable.

2. TRANSPORT

- 2.1 That 2 on-site parking bays per residential unit be provided in accordance with the approved Site Development Plan.
- 2.2 That the public street be constructed in its entirety in accordance with the SDP to provide for turning movements for refuse trucks.
- 3 The developer must comply with the conditions imposed by Eskom in their letter 00926/11, dated 17 August 2011.

In terms of Section 62 of the Local Government Municipal Systems Act, No 32 of 2000, you may appeal to the City Manager against the above Council decision (including any conditions imposed in case of approval) by giving written notice of such appeal, in which case you may upon request be given the opportunity to appear in person before the Appeal Authority to state your case. A detailed motivated appeal with reasons therefore (and not only the intention to appeal), clearly stating in terms of which legislation it is made, should be directed to and received by Pumla Stofle, Executive

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[Handwritten initials]
[Handwritten 'M']

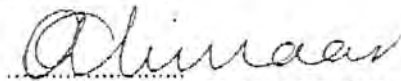
Committee Services, Private Bag X9181, Cape Town, 8000, or if hand delivered, to 5th floor, Podium Block, Civic Centre, 12 Hertzog Boulevard, Cape Town or if faxed, to 021 418 9009, within 21 days of the date of registration at the Post Office of this notification letter (with such registration day not included in the appeal period, provided that where the last day for lodging an appeal falls either on a Sunday or public holiday, it shall be deemed to be the next working day thereafter).

Notwithstanding the above, kindly note, you are not permitted to submit a revised proposal as part of such an appeal. Should this be the case, your submission will not be regarded as an appeal, but rather a new application which should be submitted in the normal manner, as only the above decision can be appealed at this stage.

Should you take up this right of appeal in terms of Section 62 of the Local Government Municipal Systems Act, No 32 of 2000, kindly complete the **attached** questionnaire and submit it together with your appeal. Also note, appellants are not permitted to canvass the City Manager or members of Council's Planning and General Appeals Committee before or after the matter is heard. Should no appeal be received within such appeal period, or upon conclusion of this appeal process, you (as well as any objectors, if any) will be advised of a further right of appeal in terms of Section 44 of Land Use Planning Ordinance, No 15 of 1985 in due course.

Kindly note the above Council decision is suspended and may therefore not be acted on until such time as the period for lodging appeals has lapsed, any appeal has been finalised and you have been advised accordingly.

Yours faithfully

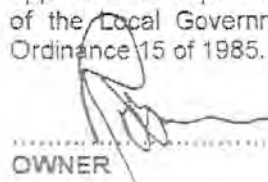


for **DIRECTOR : PLANNING & BUILDING DEVELOPMENT MANAGEMENT**

TO BE COMPLETED BY APPLICANT / OWNER

DECLARATION

I, PETER EMMI GLOBE (full name), properly authorised in such respect, herewith wish to acknowledge receipt of this decision letter. I confirm that I accept the decision, conditions of approval and requirements provided therein and do not wish to appeal against this outcome in terms of the Local Government Systems Act, Act 32 of 2000 or the Land Use Planning Ordinance, Ordinance 15 of 1985. As such, I thus hereby relinquish any further right to appeal in this regard

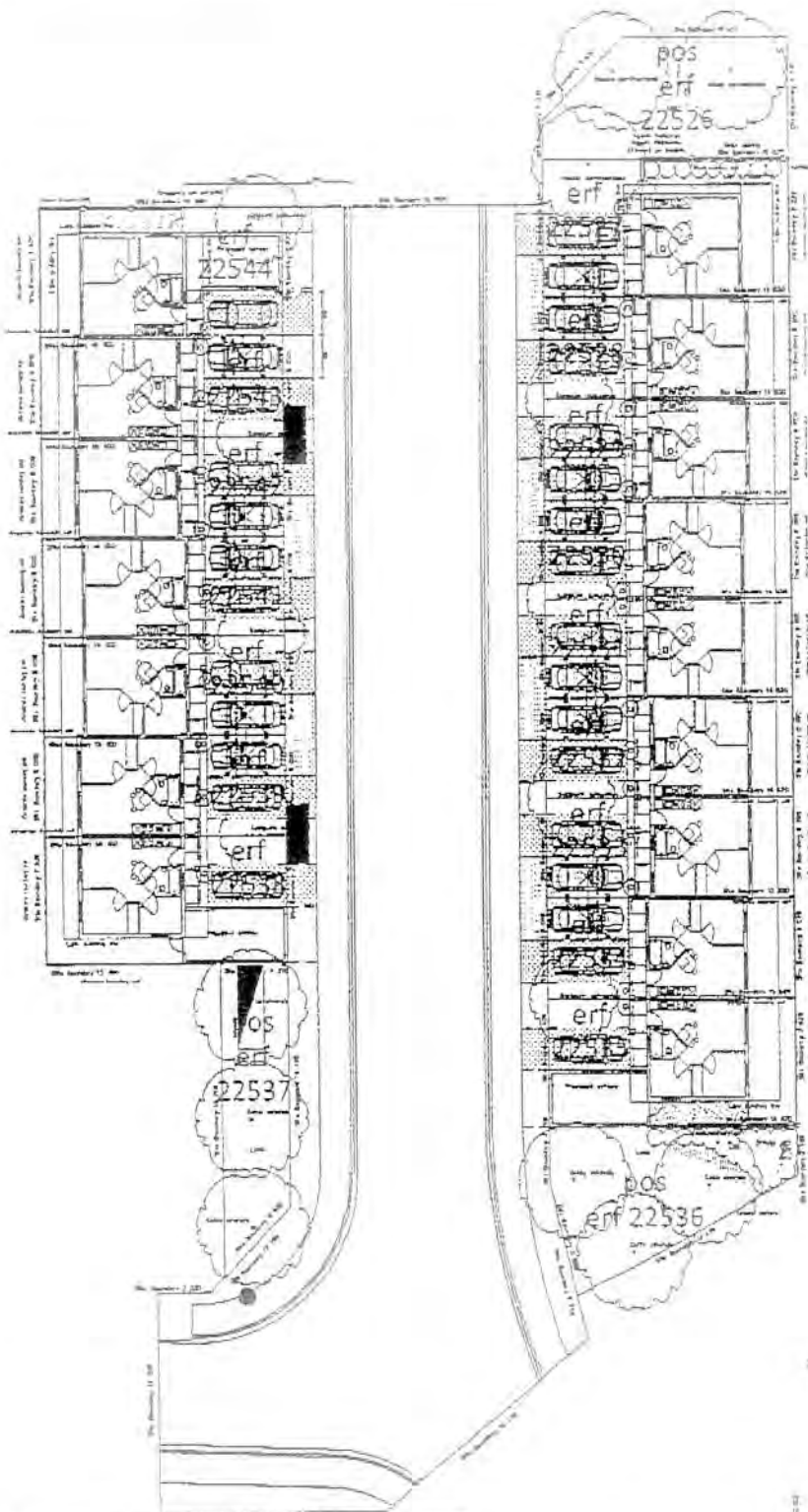


OWNER

21/9/2011
Date



ANNEXURE B SITE DEVELOPMENT PLAN



ANNEXURE B
SITE DEVELOPMENT PLAN

The design of this site is based on the principles of sustainable development. The design is based on the principles of sustainable development. The design is based on the principles of sustainable development.

Planning Unit

Project Name

Project Number

Project Location

Project Description

Project Status

Project Date

Project Author

Project Reviewer

Project Approver

Project Date

Project Status

Project Description

Project Location

Project Number

Project Name

Project Date

Project Author

Project Reviewer

Project Approver

Project Date

Project Status

Project Description

Project Location

Project Number

Project Name

Project Date

Project Author

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Project Number

Project Name

Project Date

Project Author

Project Reviewer

Project Approver

Project Date

Project Status

Project Description

Project Location

Project Number

Project Name

Project Date

Project Author

Project Reviewer

Project Approver

Project Date

Project Status

Project Description

CITY OF CAPE TOWN
PLANNING & BUILDING DEVELOPMENT MANAGEMENT

Application no 206017

This Site development / landscaping plan has been approved, subject to conditions as per decision letter dated 2019/11/11, file reference 2019/11/11/11 attached hereto.

Plan no(s) MTWA 03-11

15/9/11

**ANNEXURE B
LANDSCAPE ARCHITECT**

P.O. BOX 2218
DURBANVILLE 7800
CELL: 082 555 7110
FAX: 021 621 5122
Email: annexureb@cape.gov.za

project
Stellenbosch
client
Visual Information
content
Site Development Plan

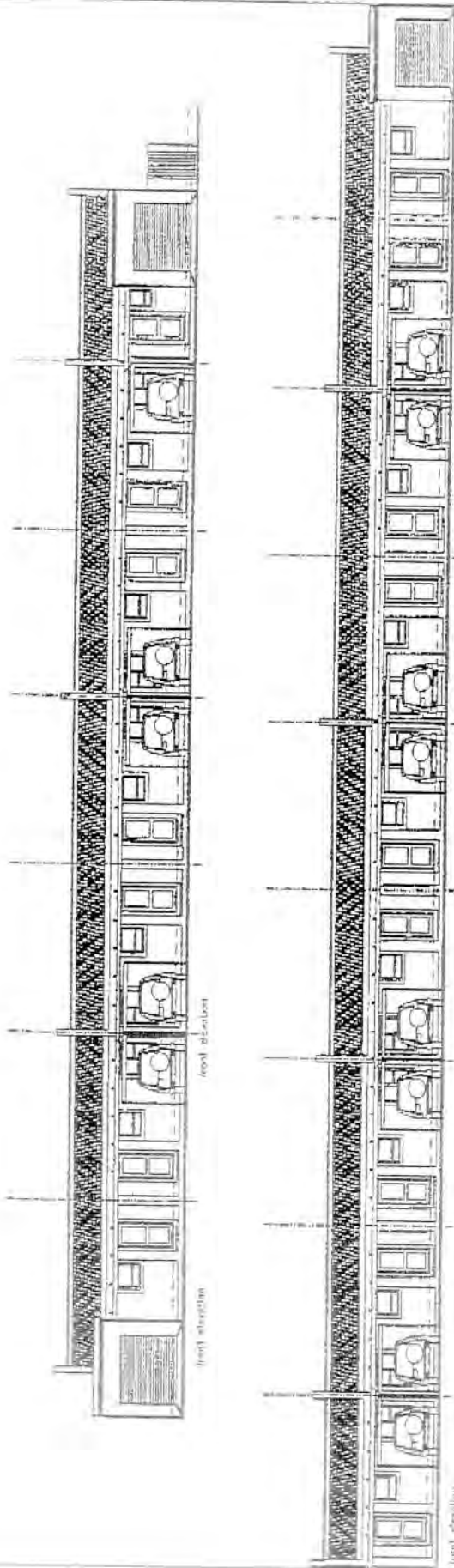
author
date
revision
revision number

**MIKE WOLTERS
ARCHITECTS**

154 Tattle Meers
New Market Square
Cape Town

TEL: 021 461 4211
FAX: 021 542 6376
Email: m.wolters@miw.co.za

Handwritten signatures and initials: "R P", "M", and a large stylized signature.



SAKE WACHTERS ARCHITECTS

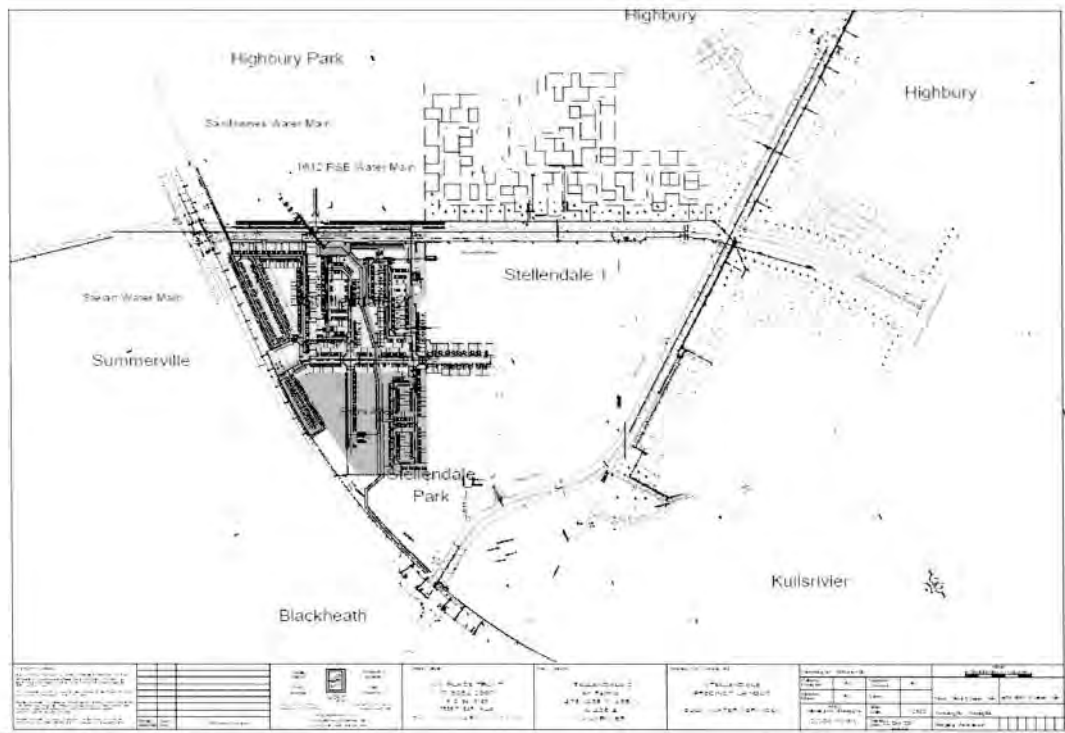
project:
Stellendam II Phase 3
client:
Vastant International
contact:
Typical street elevation

10A Castle View
6000 Marine Drive
Cape Town
TEL: 021 461 4371
FAX: 021 542 6376
Email: sake@vaw.co.za

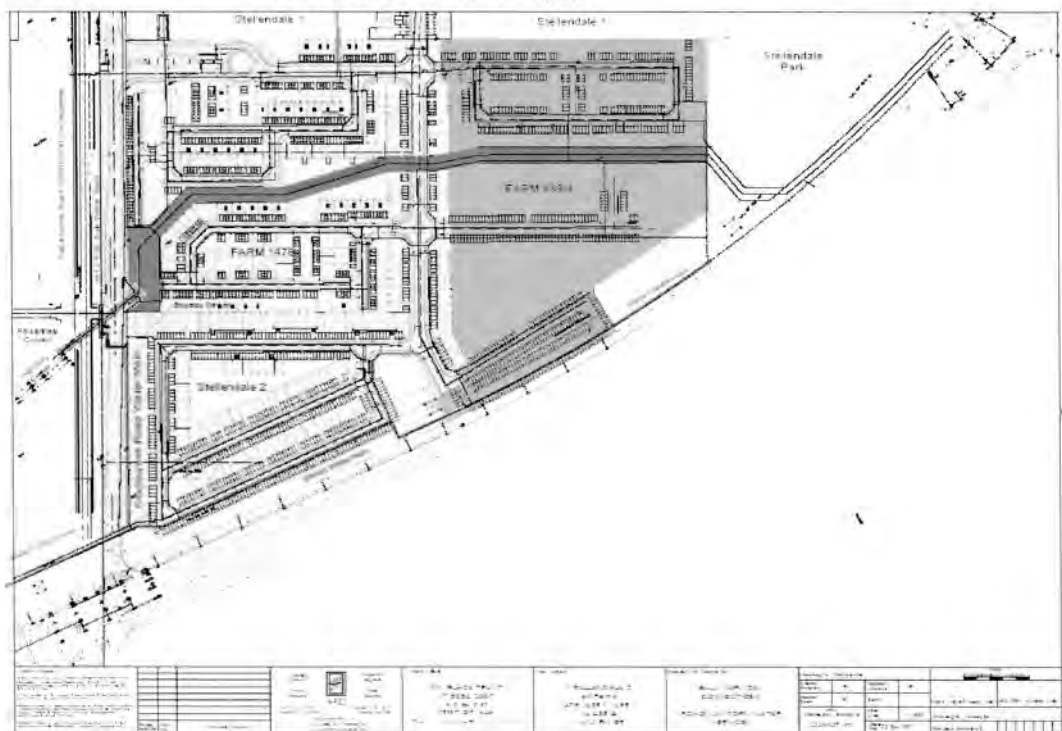
drawn by:
scale:
date:
drawing number:
sheet no. 11
12/08/04
K. Geylman 2011
00000411

Canon
P m

Annexure C Municipal services



222-0-01 : Stellendale Precinct Layout



CMR

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Z
M

222-0-04 : Saxdownes Road - Bulk Water Connection and Main

Bulk Water Services to be installed in the order listed below by the Developer in lieu of Development Contributions are (Cost are exclusive of contingencies or VAT but inclusive of Consulting Fees and Disbursements calculated 12% of the value of the work to be done).

1. 100 m long 250 mm diameter Stelart Water Main across Saxdownes Rd (Phase 1) to be completed as part of the Saxdownes Rd construction.
 - a. Estimated Cost : - R 117 000-00 (Water Services)
2. Saxdownes Road Bulk Water Connection consisting of 27 m long concrete lined steel pipes, 400 mm diameter bulk water meter complete with all specials to be completed as part of the Saxdownes Rd construction.
 - a. Estimated Cost : - R 812 000-00 (Water Services)
3. 160 m long 250 mm diameter Saxdownes Water Main to be completed as part of the Saxdownes Rd construction.
 - a. Estimated Cost : - R 132 000-00 (Water Services)
4. 265 m long 250 mm diameter Stelart Water Main (Phase 2) to be completed with civil works of the Phase in which it falls.
 - a. Estimated Cost : - R 221 000-00 (Water Services)
5. 233 m long 250 mm diameter Stelart Water Main (Phase 3) to be completed with civil works of the Phase in which it falls.
 - a. Estimated Cost : - R 197 000-00 (Water Services)
6. Total for Bulk Water Services : - R 1 478 000-00

SPCmm
M

Annexure D

Programme

Construction of the various phases of Stellendale 2 will be as follows: -

Phase	Year of Completion	Units
1A	2011	33
1B, 2, 3, 4,	2012	40
5, 6, 7, 8, 9, 10	2013	231
11, 12, 13, 14	2014	214
15, 16, 17	2015	90

*The annual reference date for completion is 30 June.

RP
CMM
M

Annexure E

Tender Process

1. The standard approach of the City of Cape Town (see attached Tender Procedure) shall be followed in the procurement of construction work. A number of construction companies with a proven track record will be invited to tender. The list of tenderers will probably be as follows: -
 - Burger & Wallace,
 - Brink & Heath,
 - Exeo Construction,
 - Martin & East,
 - West Coast Civils.
2. West Coast Civils has been the Civil Engineering Contractor on all the previous phases and stages of construction of Stellendale.

H P Cmm
J G M

Annexure F

Total Project Cost

Estimated cost of provision of Water Services	
Bulk Water Services (ref to Annex C)	R1 319 642,86
Allow 12% for Consulting Fees & Disbursements	<u>R158 357,14</u>
Subtotal	R1 478 000,00
Allow 10% for Contingencies	<u>R147 800,00</u>
Subtotal	R1 625 800,00
Allow 14% for VAT	<u>R227 612,00</u>
Total	<u>R1 853 412,00</u>

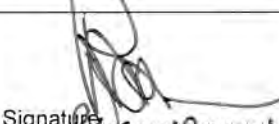
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Annexure G

Authority to sign documents

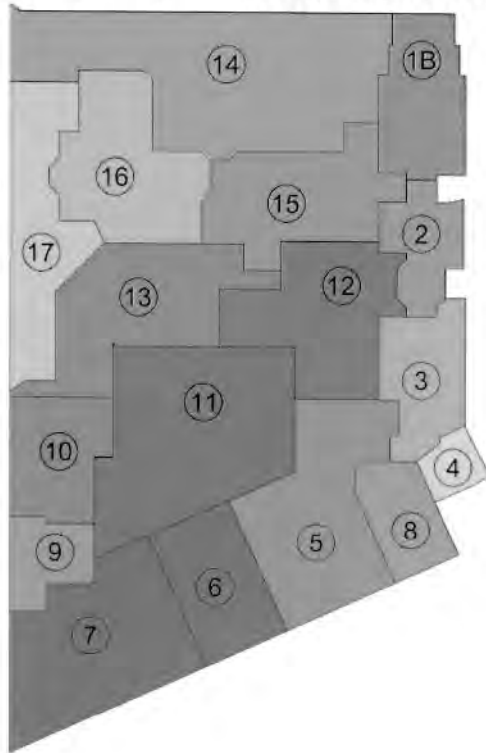
On behalf of the Developer

We, the undersigned TRUSTEES of MY PLACE TRUST, hereby authorize Mr/Ms, as the authorised signatory of acting in the capacity of project director, to sign all documents in connection with the project and any contract resulting from it on our behalf.

NAME	ADDRESS	DULY AUTHORISED SIGNATORY
Charles Kenneth Robinson	1 Kestrel Road Hortons Road Station Stewardsburg 7550	 Signature..... Name..... C. Robinson Designation..... Trustee
HENRIKA MARGALITA ROBINSON	1 Kestrel Road Hortons Road Station Stewardsburg 7550	 Signature..... Name..... H. Robinson Designation..... Trustee
Peter Evert Grabbe	8 Clark Walk Concordia 7806	 Signature..... Name..... P. Grabbe Designation..... Trustee
		Signature..... Name..... Designation.....




22-0-02 : Bulk Services Connections



Stellendale Village

International Housing Solutions

VISUAL

MIKE WOLTERS ARCHITECTS

16A Castle View
New Market Street
Cape Town

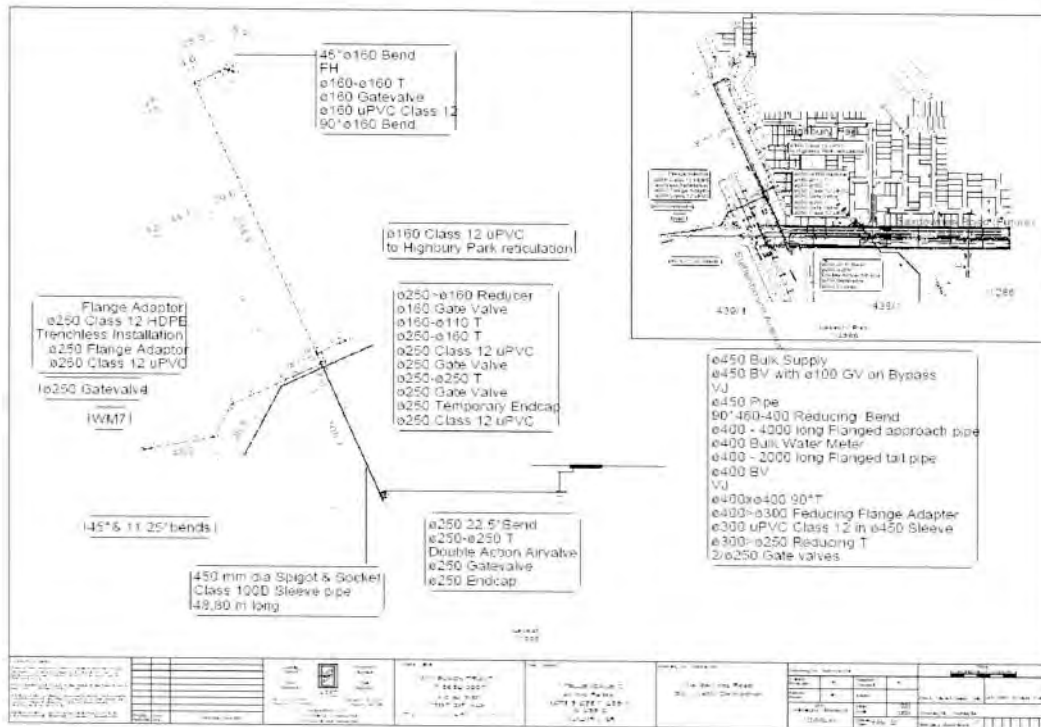
TEL: 021 461 4271
FAX: 085 542 6376
Email: kate@mwa.co.za

Project by: K.D.
Scale: NTS
Date: 16/01/2011
Drawing number: MWA 00/11

Stellendale II Phasing Diagram

1	1000	1000	1000
2	1000	1000	1000
3	1000	1000	1000
4	1000	1000	1000
5	1000	1000	1000
6	1000	1000	1000
7	1000	1000	1000
8	1000	1000	1000
9	1000	1000	1000
10	1000	1000	1000
11	1000	1000	1000
12	1000	1000	1000
13	1000	1000	1000
14	1000	1000	1000
15	1000	1000	1000
16	1000	1000	1000
17	1000	1000	1000

Phasing Plan



Cam

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ANNEXURE B

Development Contributions payable by the Developer

Copy of the signed AOD attached.

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CITY OF CAPE TOWN
ACKNOWLEDGEMENT OF DEBT

DEBTOR: 194 R. A. T. 11

ID NO: _____ CUSTOMER NO: _____

BUSINESS REG NO: 113034/2007 VAT REG NO: 4820237137

VALUE: **R10, 978, 783.76**

(Ten Million Nine Hundred and Seventy Eight Thousand
Seven Hundred and Eighty Three Rand and Seventy Six Cents)

DC Calculation Sheet dated 28 May 2008 refers.

Contract Number: _____ Created on _____

Service	DIV	Material Number 1000019..	AFF Number	DP Request No	Total (Paid) R C	Date	Receipt No
Roads	ZQ		05/03/08				
Stormwater	ZQ		05/01/09	As above			
Sewer	03		05/04/09				
Water	04		05/06/08				

Tax / Final Invoice request forwarded to Finance on _____

Checked and approved on behalf of the City Of Cape Town

Date: _____

Signed: _____

Title: _____

File No: _____

Original



Original handed to: _____

Copy



Handwritten signatures and initials:
PCmm
W
ZG

ACKNOWLEDGEMENT OF DEBT (BROWNFIELDS)

WHEREAS the Debtor wishes to apply to Council in terms of the Land Use Planning Ordinance no 15 of 1985 for increased development rights on his/her/their land being Stellenbosch Farms 1478, 438/4 & Remainder 1286, Kuils River.

AND WHEREAS the Debtor is aware that a contribution is required for municipal services to permit the development at this stage;

AND WHEREAS the Debtor is aware that the calculations for the amount which the creditor is entitled to impose on the debtor in terms of section 42 of the Land Use Planning Ordinance no 15 of 1985, are not available;

AND WHEREAS agreement has been reached between the Debtor and the Creditor on an average amount required for the provision of municipal services in the event that the development is approved;

NOW THEREFORE

I/ We, the undersigned, (registered owners name as per Deeds Office print out and name of developer if different. Provide the full description of the company/close corporation and it's registration number) MY PLACE TRUST IT 3034/2007

..... (referred to as "the Debtor") do hereby acknowledge myself/ ourselves to be truly and lawfully indebted to and in favour of Municipality of the City of Cape Town (referred to as "the Creditor") in the amount of:

Service	Amount	When Payable- (Due date)	AFF No
Roads	R 6, 418, 986.35	As in 1. below	05/03/08/08
Stormwater	R 538, 204.15	As in 1. below	05/01/09/04
Sewer	R 1, 366, 505.37	As in 1. below	05/04/09/04
Water	R 2, 655, 087.89	As in 1. below	05/06/08/04
<u>R10, 978, 783.76</u>			



Total amount payable: **R10, 978, 783.76** (Ten Million Nine Hundred and Seventy Eight Thousand Seven Hundred and Eighty Three Rand and Seventy Six Cents) arising out of the development approval.

The total amount payable will be escalated annually on the first of July with the Construction Price Adjustment Factor (CPAF). The CPAF will be calculated using the Price Adjustment formula for Civil Engineering, utilising the indices as published by STATSSA. The amount payable will be the amount as calculated at the time of request for transfer clearances or utilization of the proposed use.

The total amount payable (hereinafter referred to as "the Capital") being the capital amount owing for the provision of municipal services as agreed with the Municipality on ***date of signature hereof***.

1. I/We undertake to pay the capital amount free of bank charges and without deduction or set off, to the Creditor at the ***Somerset West Administrative Offices, cor. Andries Pretorius Street and Victoria Street, Somerset*** (or such other address as the Creditor may from time to time appoint in writing) before transfer of each erf arising out of the subdivision, or in the case of a rezoning alone, a consent use, a departure or a Site Development Plan, prior to the approval of building plans and/or the erf or portion thereof being put to the approved use or such use being extended, as the case may be ("the due date").
2. In the event that I/We fail to comply with paragraph 1 above, I/we agree that a certificate reflecting the amount for my indebtedness due to the Creditor, signed by the City Manager or Director of Income of the creditor or its attorney that purports to certify the amount due hereunder, which may include the capital, interest, attorney and client charges and/or collection commission, and the fact that same is due and payable will be accepted as sufficient proof for the purposes of the Creditor obtaining judgement against me.

Furthermore, I accept the onus of disproving the amount so stated in the certificate as not being the amount owing.

3. I/We hereby renounce the benefits of the legal exceptions divisions, "non numeratae pecuniae", "non causa debiti", "error calculi", revision of account, no value received

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and all other exceptions that could be pleaded to the validity or enforceability of this acknowledgement, the full meaning and effect of which have all been explained to me and I acknowledge that I am acquainted therewith.

4. Each of the parties chooses domicilium citandi et executandi for the purposes of the giving of any notice, the serving of any process and for any other purposes arising from this Agreement at their respective addresses set forth hereunder –

the CREDITOR : **City of Cape Town**

**Somerset West Administrative Offices
cor. Andries Pretorius St & Victoria St
Somerset West
7130
Tel: (021) 850 4490**

the DEBTOR :

M4 Place Trust
23 Keesenbos
HUNTER-HURT STREET
STELLIONGER
7550
Tel: 021 9199954

5. I/We agree to be liable for and pay the Creditor or its attorneys on demand, all tracing fees, legal costs on attorney/client scale and collection commission payable by the Creditor in respect of any action or proceedings that may be instituted against me in terms of or arising out of this Acknowledgement of Debt.
6. I/We further agree that failure on my part to pay in full all amounts to the Creditor on, or before, the due date shall render me liable to pay the Creditor interest at a rate of 2% (two per centum) higher than the rate charged by the Standard Bank of South Africa Limited to the Creditor, from time to time, in respect of overdraft facilities.
7. No alteration, cancellation, variation of or addition hereto shall be of any force or effect unless reduced to writing and signed by the Parties or their duly authorized representative.

Carroll
JP
mg

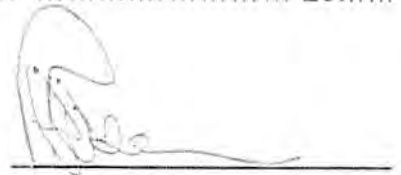
8. This document contains the entire Agreement between the parties with respect to the Debtor's indebtedness to the Creditor in relation to **money to be paid for the** construction of the infrastructure for municipal services required in order to permit the development of the land. If applicable, a further Services Agreement may be entered into whereby the Debtor will provide infrastructure in lieu of a financial contribution.
9. No extension of time or other indulgence granted by the Creditor to me in respect of my obligations will constitute a waiver of the Creditor's right to enforce compliance of the terms hereof nor will it constitute a novation of this Acknowledgement.
10. This Acknowledgement will be binding on my Estate executors, administrators, heirs and successors-in-title.
11. In terms of section 45 of the Magistrate's Court Act of 1944, as amended, I hereby consent to the jurisdiction of the Magistrate's Court in respect of any action or proceedings that may be instituted against me in terms of or arising out of this acknowledgement of debt.

Notwithstanding the foregoing, the Creditor shall be entitled, in its discretion, to institute any action or proceedings against me in terms of or arising out of this Acknowledgement of Debt in any High Court of competent jurisdiction.

12. I/We acknowledge that the signature of this acknowledgment does not entitle me/us to approval of a development application and that this Acknowledgement of Debt is subject to, and will come into effect, against approval of my/our application for increased development rights as referred to herein and the acceptance of the conditions imposed by the Creditor when granting such approval.
13. I/We acknowledge that no representation or any form of duress whatsoever has induced me to sign this Acknowledgement of Debt and that I have done so of my/our own free will and volition.

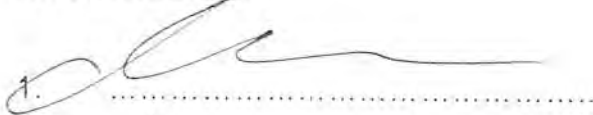
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SIGNED AT Stoworbel THIS 25 DAY OF July 2008



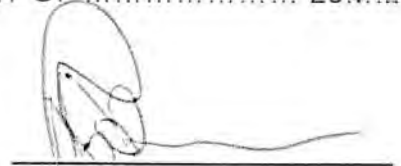
SIGNATURE OWNER

AS WITNESSES :

1. 

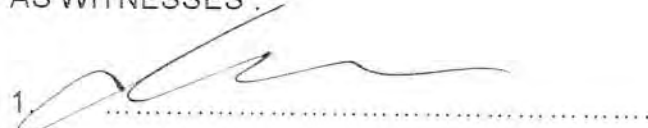
2. 

SIGNED AT Stoworbel ON THIS 25 DAY OF July 2008



SIGNATURE DEVELOPER

AS WITNESSES :

1. 

2. 



FARM 1478, 438/4 AND REM 1286

SUMMARY OF DEVELOPMENT CONTRIBUTION LEVY

Ptn	Land-uses	Area (m²)	Roads	Stormwater	Sewer	Water	Total Amount
	Rezoning from Agricultural to Group Housing	34101	R 1,025,998.97	R 87,923.90	R 340,222.11	R 661,043.59	R 2,115,188.58
	Rezoning from Agricultural to General Residential	67284	R 2,383,633.98	R 173,480.89	R 790,415.01	R 1,535,757.84	R 4,883,287.72
	Rezoning from Agricultural to Public Open Space	10823	R 0.00	R 60,222.85	R 0.00	R 0.00	R 60,222.85
	Rezoning from Agricultural to Community Facility	934	R 45,502.52	R 3,478.46	R 3,566.41	R 6,929.46	R 59,476.85
	Rezoning from Agricultural to Commercial (Bulk 2,1)	14485	R 2,963,850.88	R 53,945.99	R 232,301.83	R 451,357.00	R 3,701,455.70
	Rezoning from Agricultural to Public Road	42221	R 0.00	R 159,152.06	R 0.00	R 0.00	R 159,152.06
	Authority Zone	385					
	Total Area and Development Contribution	170233	R 6,418,986.35	R 538,204.15	R 1,366,505.36	R 2,655,087.89	R 10,978,783.76
	Less Construction cost of Ext. services		R 0.00	R 0.00	R 0.00	R 0.00	R 0.00
	Total DC's outstanding by Developer		R 6,418,986.35	R 538,204.15	R 1,366,505.36	R 2,655,087.89	R 10,978,783.76

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- (ww) No subdivisional clearance certificates will be issued until all the electrical services has been installed, bulk contribution fees paid and hand-over certificates completed.
- (xx) If existing electrical services need to be relocated with this development, all costs incurred will be for the account of the developer.
- (yy) A connection fee in accordance with the current tariff structure is payable per erf depending on the development.
- (zz) At least one 110 mm sleeve pipe must be installed in all driveways.
- (aaa) Way-leaves and work permits must be obtained before construction commences.
- (bbb) Formal application for the tariff conversion and development contribution payment details must be made before this Directorate will grant final approval.
- (ccc) The connection fee, additional development contribution cost and conditions shall be determined upon receipt of the formal application for the increase of supply.

Conditions imposed by the Directorate: Water Services

- (ddd) The developer must install all the required water and sewer infrastructure and connections (Internal and Bulk), as per Water Services Standards (copy is available on request) at their own cost, before subdivisional clearance of the newly created properties will be allowed.
- (eee) A 450mm diameter metered connection shall be installed on the existing 1500mm bulk water main and extended along Stellenbosch arterial Road with supported links to existing network and a connection to the proposed development.
- (fff) Water and Sewer Master Plans must be updated along the area affected by this development.
- (ggg) Detailed drawings of water and sewer services must be submitted for approval by the Director: Water Services, before the commencement of any work.
- (hhh) All services must be inspected and approved by- and handed over to City Of Cape Town, at completion before subdivision clearance will be allowed.
- (iii) "As built" drawings of installed water and sewer services to be submitted to council before subdivisional clearance will be allowed.

- (jjj) The developer will be responsible for payment of Development Contributions applicable to water and sewer services, based on the current tariffs/or as determined from time to time, before subdivisional clearance will be allowed.
- (kkk) Servitudes must be registered over water and sewer services, which fall outside the road reserve, with a minimum width of 3.0m or 2 x the depth, whichever ever is the greatest.
- (lll) The approval of this application does not imply that bulk services are available, enquiries related to these services must be directed to Paul Rhode at (021- 487 2487) for bulk water and Mr. Kevin Fawcett at Tel: 021-487 2735 / 2751 for bulk sewer.

Conditions imposed by Environmental Resource Management

- (mmm) All signage shall be to the satisfaction of the Environmental & Heritage Management Branch in terms of the City's Outdoor Advertising By-Law.

Conditions imposed by the Director: City Parks

- (nnn) That after approval of the landscape plan(s), as requested in the above Condition (b), the developer shall undertake the landscaping in accordance with the approved plan and under technical supervision of a qualified Landscape Architect to the satisfaction of the Director: City Parks. Such landscaping shall be satisfactorily completed prior to the transfer of the last 10% of the subdivided portions within each development phase. Alternatively, that an unreserved bank guarantee in favour of the City of Cape Town for an amount equal to the value of the outstanding work, be submitted to the satisfaction of the Director: City Parks in lieu of full implementation of the landscaping upon which transfers could be allowed subject to compliance with the other conditions of approval.
- (ooo) That the developer undertakes sidewalk tree planting, i.e. levelling and planting of sidewalk trees and maintains the sidewalks for a period of 1 year from the date of completion to the satisfaction of the Director: City Parks. Such landscaping shall be satisfactorily completed prior to the transfer of the last 10% of the subdivided portions within each development phase. Alternatively, that a valid unreserved bank guarantee in favour of the City of Cape Town for an amount equal to the value of the outstanding work, be submitted to the satisfaction of the Director: City Parks in lieu of full implementation of the landscaping upon which occupation / transfers could be allowed subject to compliance with the other conditions of approval.
- (ppp) No trees shall be removed without prior negotiation with- and approval from the Director: City Parks.

Conditions imposed by the Director: City Health

- (qqq) The owner / developer shall comply with the noise control regulations P.N. 627/1988 as promulgated under the Environment Conservation Act, 1989 (Act 73 of 1989) by not creating a disturbing noise and/or noise nuisance to surrounding property owners. In

this regard it must be noted that any noise producing plant or equipment must be adequately muffled.

- (rrr) Adequate measures must be taken to control the emissions of dust into the atmosphere in terms of the City of Cape Town, Air Pollution Control By Law 12649 of 4 February 2003.
- (sss) No surface or ground water may be polluted due to any activity on the property/site. The relevant requirements of the National Water Act, 1998 (Act No. 36 of 1998) must be complied with at all times.
- (ttt) An integrated waste management approach must be used that is based on waste minimisation and must incorporate reduction, recycling, re-use and disposal where appropriate. Any solid waste shall be disposed of at a landfill licensed in terms of Section 20 of the Environmental Conservation Act, 1089 (Act No. 73 of 1989).

Conditions imposed by the Director: Fire & Rescue Services

- (uuu) The development shall comply with SANS 10400 and the Community Fire Safety By-Law, Provincial Gazette 5832, with special reference to water supplies and vehicular access for emergency purposes.
- (vvv) Any motorized or electronically operated gate must be equipped in such a manner that access for emergency vehicles can be gained without the use of a motor or any other electronic device.

2P
Cm
mg
M

