



Stads- en Streekbeplanners  
Town and Regional Planners

Yorkstraat 56 York Street | Posbus 1186/P.O. Box 1186 | George 6530 | Tel: (044) 874 5207 | Fax: (044) 8736354  
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15 April 2025

The Municipal Manager  
P.O. Box 19  
George  
6530

Sir

PROPOSED CONSENT USE AND PERMANENT DEPARTURES FOR  
REMAINDER ERF 1004, WILDERNESS SITUATED IN THE MUNICIPALITY AND  
ADMINISTRATIVE DISTRICT OF GEORGE.

Duly authorized by the authorised representative of Remainder Erf 1004 we hereby  
apply for the following in terms of Section 15.(2) of the Land Use Planning By-Law of  
George Municipality, 2023:

1. Consent Use for a Place of Entertainment in terms of Section 15.(2)(o) in order to  
operate a lounge bar from the land unit ; and
2. The following permanent departures in terms of Section 15.(2)(b):
  - 2.1. Departure from Section 45 of the Integrated Zoning Scheme By-Law, 2023,  
as amended, in order to allow for an increase of the total width of the  
property's combined entrance and exit way from 8.0m to  $\pm 21.28$ m; and
  - 2.2. Departure from Section 46.(1)(d) of the Integrated Zoning Scheme By-Law,  
2023, as amended, in order to permit vehicles to leave the property by  
reversing across the sidewalk.

In support of the application, the following documentation is attached for your  
consideration:

- a) Application form fully completed and signed (**Annexure 1**);
- b) Power of Attorney by the Authorised Representative (**Annexure 2**);
- c) Company Resolution and proof of Company Membership (**Annexure 3**);

- d) Motivation Report (**Annexure 4**);
- e) Copy of Surveyor General Plan No. 5724/73 (**Annexure 5**);
- f) Plan No. W/I/200-2 (**Annexure 6**);
- g) Proof of Payment will be provided in due course as it is made available to the applicant (**Annexure 7**);
- h) Copy of Title Deed T76823/2017 (**Annexure 8**);
- i) Conveyancer certificate by Ronelle Wilkinson (**Annexure 9**);
- j) Zoning Rectification dd. 16 October 2024 (**Annexure 10**);
- k) Approved building plans (**Annexure 11**);
- l) Correspondence from the Municipality (**Annexure 12**); and
- m) Pre-Application dd. 30 April 2024 (**Annexure 13**).

Should there be any further information required you are kindly requested to contact us.

Yours Sincerely

A handwritten signature in black ink, appearing to read 'Havenga', enclosed within a circular scribble.

Nel & de Kock Town and Regional Planners  
Per: Alexander Havenga A/3313/2023



## Application Form for Application(s) Submitted in terms of the Land Use Planning By-Law for George Municipality

**NOTE:** Please complete this form by using: Font: Calibri; Size: 11

### PART A: APPLICANT DETAILS

|                                    |  |             |      |      |              |
|------------------------------------|--|-------------|------|------|--------------|
| First name(s)                      | Alexander                                |             |      |      |              |
| Surname                            | Havenga                                  |             |      |      |              |
| SACPLAN Reg No.<br>(if applicable) | Pr. Pln A/3313/2023                      |             |      |      |              |
| Company name<br>(if applicable)    | Nel & de Kock Town and Regional Planners |             |      |      |              |
| Postal Address                     | P.O. Box 1186,                           |             |      |      |              |
|                                    | George                                   | Postal Code | 6530 |      |              |
| Email                              | neldek@mweb.co.za                        |             |      |      |              |
| Tel                                | 044 874 5207                             | Fax         | n/a  | Cell | 079 513 3530 |

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

|                  |   |             |      |      |              |
|------------------|---|-------------|------|------|--------------|
| Registered owner | TP HENTIQ 6406 (PTY) LTD                            |             |      |      |              |
| Address          | UNIT GF002 BELVEDERE OFFICE PARK, BELLA ROSA STREET |             |      |      |              |
|                  | DURBANVILLE   | Postal code | 7551 |      |              |
| E-mail           | dawie@moovfuel.co.za                                |             |      |      |              |
| Tel              | 028 424 1810  | Fax         | n/a  | Cell | 082 329 4981 |

### PART C: PROPERTY DETAILS (in accordance with Title Deed)

|  |                                |   |                                   |        |   |                    |  |                               |            |   |   |
|--|--------------------------------|---|-----------------------------------|--------|---|--------------------|--|-------------------------------|------------|---|---|
| Property Description<br>[Erf / Erven / Portion(s) and Farm number(s), allotment area.]   | Remainder Erf 1004, Wilderness |   |                                   |        |   |                    |  |                               |            |   |   |
| Physical Address   | 192 George Road, Wilderness    |   |                                   |        |   |                    |  |                               |            |   |   |
| GPS Coordinates  | 33°59'39.84"S 22°34'30.91"E    |   |                                   |        | Town/City   |                    | Wilderness   |                               |            |   |   |
| Current Zoning   | Business Zone I                |   |                                   | Extent |   | 1066m <sup>2</sup> |  | Are there existing buildings? |            | Y | N |
| Current Land Use   | Business Premises              |   |                                   |        |   |                    |  |                               |            |   |   |
| Title Deed number & date   | T76823/2017                    |   |                                   |        |   |                    |  |                               |            |   |   |
| Any restrictive conditions prohibiting application?  | Y                              | N | If Yes, list condition number(s). |        |   |                    |  |                               |            |   |   |
| Are the restrictive conditions in favour of a third party(ies)?  | Y                              | N | If Yes, list the party(ies).      |        |   |                    |  |                               |            |   |   |
| Is the property encumbered by a bond?  | Y                              | N | If Yes, list Bondholder(s)?       |        |   |                    |  |                               |            |   |   |
| Has the Municipality already decided on the application(s)?  | Y                              | N | If yes, list reference number(s)? |        |   |                    |  |                               |            |   |   |
| Any existing unauthorized buildings and/or land use on the subject property(ies)?  |                                |   |                                   |        | Y   | N                  | If yes, is this application to legalize the building / land use?     |                               |            | Y | N |
| Are there any pending court case / order relating to the subject property(ies)?  |                                |   |                                   |        | Y   | N                  | Are there any land claim(s) registered on the subject property(ies)? |                               |            | Y | N |
| <b>PART D: PRE-APPLICATION CONSULTATION</b>  |                                |   |                                   |        |   |                    |  |                               |            |   |   |
| Has there been any pre-application consultation?   |                                |   | Y                                 | N      | If Yes, please complete the information below and attach the minutes. |                    |  |                               |            |   |   |
| Official's name  | Martin Botha                   |   | Reference number                  |        | 3153395   |                    | Date of consultation   |                               | 14/05/2024 |   |   |
| <b>PART E: LAND USE APPLICATIONS IN TERMS OF SECTION 15 OF THE LAND USE PLANNING BY-LAW FOR GEORGE MUNICIPALITY &amp; APPLICATION FEES PAYABLE</b> |                                |   |                                   |        |   |                    |  |                               |            |   |   |

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

#### **BANKING DETAILS**

**Name:** George Municipality  
**Bank:** First National Bank (FNB)  
**Branch no.:** 210554  
**Account no.:** 62869623150  
**Type:** Public Sector Cheque Account  
**Swift Code:** FIRNZAJJ  
**VAT Registration Nr:** 4630193664  
**E-MAIL:** msbrits@george.gov.za  
**\*Payment reference:** Erven \_\_\_\_, George/Wilderness/Hoekwil...

#### **PART F: DETAILS OF PROPOSAL**

**Brief description of proposed development / intent of application:**

Application is being made in terms of Section 15.(2) of the Land Use Planning By-Law of George Municipality, 2023, w.r.t. Remainder Erf 1004, Wilderness, for the following:

1. Consent Use for a Place of Entertainment in terms of Section 15.(2)(o) in order to operate a lounge bar from the land unit ; and
2. The following permanent departures in terms of Section 15.(2)(b):
  - 2.1. Departure from Section 45 of the Integrated Zoning Scheme By-Law, 2023, as amended, in order to allow for an increase of the total width of the property's combined entrance and exit way from 8.0m to ±21.28m; and
  - 2.2. Departure from Section 46.(1)(d) of the Integrated Zoning Scheme By-Law, 2023, as amended, in order to permit vehicles to leave the property by reversing across the sidewalk.

#### **PART G: ATTACHMENTS & SUPPORTING INFORMATION FOR LAND USE PLANNING APPLICATIONS**

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

*Is the following compulsory information attached?*

|          |          |   |  |          |          |  |
|----------|----------|---|--|----------|----------|--|
| <b>Y</b> | <b>N</b> | Completed application form                                    |  | <b>Y</b> | <b>N</b> | Pre-application Checklist (where applicable)           |
| <b>Y</b> | <b>N</b> | Power of Attorney / Owner's consent if applicant is not owner |  | <b>Y</b> | <b>N</b> | Bondholder's consent                                   |
| <b>Y</b> | <b>N</b> | Motivation report / letter                                    |  | <b>Y</b> | <b>N</b> | Proof of payment of fees                               |
| <b>Y</b> | <b>N</b> | Full copy of the Title Deed                                   |  | <b>Y</b> | <b>N</b> | S.G. noting sheet extract / Erf diagram / General Plan |
| <b>Y</b> | <b>N</b> | Locality Plan   |  | <b>Y</b> | <b>N</b> | Site layout plan                                       |

**Minimum and additional requirements:**

|          |          |            |                           |  |          |          |            |                             |
|----------|----------|------------|---------------------------|--|----------|----------|------------|-----------------------------|
| <b>Y</b> | <b>N</b> | <b>N/A</b> | Conveyancer's Certificate |  | <b>Y</b> | <b>N</b> | <b>N/A</b> | Land Use Plan / Zoning plan |
|----------|----------|------------|---------------------------|--|----------|----------|------------|-----------------------------|

|   |   |     |  |   |   |     |   |
|---|---|-----|--|---|---|-----|---|
| Y | N | N/A | Proposed Subdivision Plan (including street names and numbers)   | Y | N | N/A | Phasing Plan  |
| Y | N | N/A | Consolidation Plan   | Y | N | N/A | Copy of original approval letter (if applicable)        |
| Y | N | N/A | Site Development Plan  | Y | N | N/A | Landscaping / Tree Plan                                 |
| Y | N | N/A | Abutting owner's consent   | Y | N | N/A | Home Owners' Association consent                        |
| Y | N | N/A | <del>Copy of Environmental Impact Assessment (EIA) /</del><br><del>Heritage Impact Assessment (HIA)</del><br><del>Traffic Impact Assessment (TIA) /</del><br><del>Traffic Impact Statement (TIS) /</del><br><del>Major Hazard Impact Assessment (MHIA) /</del><br><del>Environmental Authorisation (EA) /</del><br><del>Record of Decision (ROD)</del> | Y | N | N/A | 1 : 50 / 1:100 Flood line determination (plan / report) |
| Y | N | N/A | Services Report or indication of all municipal services / registered servitudes  | Y | N | N/A | Required number of documentation copies <b>2 copies</b> |
| Y | N | N/A | Any additional documents or information required as listed in the pre-application consultation form / minutes  | Y | N | N/A | Other (specify)   |

#### PART H: AUTHORISATION(S) IN TERMS OF OTHER LEGISLATION

|   |     |   |   |     |   |
|---|-----|---|---|-----|---|
| Y | N/A | National Heritage Resources Act, 1999 (Act 25 of 1999)  | Y | N/A | Specific Environmental Management Act(s) (SEMA)   |
| Y | N/A | National Environmental Management Act, 1998 (Act 107 of 1998)   |   |     | (e.g. Environmental Conservation Act, 1989 (Act 73 of 1989), National Environmental Management: Air Quality Act, 2004 (Act 39 of 2004), |
| Y | N/A | Subdivision of Agricultural Land Act, 1970 (Act 70 of 1970)   |   |     | National Environmental Integrated Coastal Management Act, 2008 (Act 24 of 2008),  |
| Y | N/A | Spatial Planning and Land Use Management Act, 2013 (Act 16 of 2013)(SPLUMA)   |   |     | National Environmental Management: Waste Act, 2008 (Act 59 of 2008),  |
| Y | N/A | Occupational Health and Safety Act, 1993 (Act 85 of 1993): Major Hazard Installations Regulations   |   |     | National Water Act, 1998 (Act 36 of 1998)   |
| Y | N/A | Land Use Planning Act, 2014 (Act 3 of 2014) (LUPA)  | Y | N/A | <del>(strikethrough irrelevant)</del>   |
| Y | N/A | If required, has application for EIA / HIA / TIA / TIS / MHIA approval been made? If yes, attach documents / plans / proof of submission etc. <b>N/A</b>  | Y | N/A | Other (specify)   |
| Y | N   | If required, do you want to follow an integrated application procedure in terms of section 44(1) of the Land-Use Planning By-law for George Municipality? |   |     |   |

## SECTION I: DECLARATION

I hereby wish to confirm the following:

1. That the information contained in this application form and accompanying documentation is complete and correct.
2. The Municipality has not already decided on the application.
3. I'm aware that it is an offense in terms of section 86(1)(d) to supply particulars, information or answers in an application, knowing it to be false, incorrect or misleading or not believing them to be correct.
4. I am properly authorized to make this application on behalf of the owner and (where applicable) copies of such full relevant Powers of Attorney/Consent are attached hereto.
5. I have been appointed to submit this application on behalf of the owner and it is accepted that correspondence from and notifications by the Municipality in terms of the by-law will be sent only to me as the authorised agent and the owner will regularly consult with the agent in this regard (where applicable).
6. That this submission includes all necessary land use planning applications required to enable the development proposed herein.
7. I confirm that the relevant title deed(s) have been read and that there are no restrictive title deed restrictions, which impact on this application, or alternatively an application for removal/amendment/suspension forms part of this submission.
8. I am aware of the status of the existing bulk services and infrastructure in the subject area and that I am liable for any possible development charges which may be payable as a result of the proposed development.
9. I acknowledge that in terms of the Protection of Personal Information Act (POPIA) all correspondence will be communicated directly and only to myself (the applicant). No information will be given to any third party and/or landowner (if the landowner is not the applicant). I herewith take responsibility to convey all correspondence to the relevant parties.

Applicant's signature:



Date:

15 April 2025

Full name:

Alexander Havenga

Professional capacity:

Registered Professional Planner

SACPLAN Reg. Nr:

Pr. Pln A/3313/2023

POWER OF ATTORNEY

I, the undersigned,

Craig Herman

In my capacity as the authorised individual of TP HENTIQ (PTY) LTD (Registration Number 2011/007418/07)

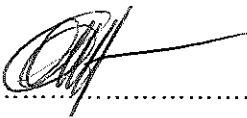
And duly authorised as such in terms of Resolution

hereby nominate and appoint:

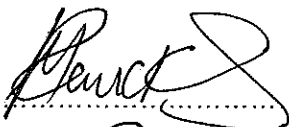
NEL & DE KOCK TOWN & REGIONAL PLANNERS


With power of substitution, to be our true and lawful Agent in our name, place and stead, to apply to the George Municipality for a **Consent Use for a Place of Entertainment on Rem. Erf 1004, Wilderness, and relevant permanent departures** and I hereby ratify, allow and confirm, and promise and agree to ratify, allow and confirm all and whatsoever our said Agent shall lawfully do or cause to be done by virtue of these presents.

SIGNED at CAPE TOWN on this 05 FEBRUARY 2025 in the presence of the under mentioned witnesses.

  
.....

AS WITNESSES:

1.   
.....

2.   
.....



To whom it may concern,

**TP HENTIQ 6406 PTY LTD: SUB-DELEGATION OF AUTHORITY**

1. I, Fabian Paul Magerman (Identity number 710321 5198 081), in my capacity as Chief Executive Officer of TP Hentiq 6406 (Pty) Ltd, Registration Number 2011/007418/07, the ("**Company**") be and is authorised and empowered, subject to (i) the Company's Corporate Governance Policy {*document reference 5500403*}, (ii) any Company shareholders agreements, (iii) the Company's Memorandum of Incorporation and (iv) any other relevant internal policies and procedures: approved by the Board from time to time ("**Company Regulations**"), to represent the Company in all aspects including but not limited to:
  - 1.1 execute the Company's strategy and business plans in accordance with the approved annual budgets of the Company;
  - 1.2 conduct the day-to-day management of the Company and authorise expenditure in accordance with the approved Company budgets; and
  - 1.3 delegate and cancel the delegation of his powers to employees employed by Moov Fuel (Pty) Ltd Registration Number 2007/024515/07 ("**Moov**"), subject to the Moov employees being required not to further delegate the powers and to report to the Chief Executive Officer on progress made with the achievement of the objectives for which the powers were delegated.
2. In light of the aforementioned, I, Fabian Paul Magerman (Identity number 710321 5198 081) ("**Sub-Delegator**"), hereby sub-delegate the following specific authorities and powers to **Mr Craig Anvil Herman (Identity Number 711213 5148 084) ("Sub-Delegate")**, as representative of the Company, to enter into and bind the Company in the following agreements and transactions:
  - 2.1 supply and credit agreements, subject, at all times, to the course and scope of all Company Regulations (including monetary limits and the provision of security).
3. For absolute clarity, anything done by the Sub-Delegate pursuant to this sub-delegation of authority shall be regarded, for all intents and purposes, as having been done by the Sub-Delegator and the Sub-Delegator undertakes to ratify any actions taken or documents so signed in terms of this sub-delegation of authority by the Sub-Delegate.
4. This sub-delegation of authority is effective as from the date of acceptance of this sub-delegation and shall remain valid and effective, unless or until otherwise cancelled, revoked, amended, repealed or superseded by the Sub-Delegator or his successor, or those vested with the requisite authority.
5. In exercising the Sub-Delegators' authority, the Sub-Delegate, by his signature hereto confirms, guarantees and undertakes that he shall at all times observe and adhere to all Company Regulations and shall not do anything or permit to do anything in contravention of this sub-delegation of authority. Furthermore, any possible exceptions to the sub-delegation of authority will require prior written approval by the Sub-Delegator.
6. The authorities delegated herein to the Sub-Delegate may not be further delegated.
7. The Sub-Delegate, by his signature hereto, agrees and accepts that he can be held personally liable for the discharge of his delegated authorities in contravention of this sub-delegation and if found to have violated this sub-delegation may be subjected to disciplinary action in line with Moov policies.



Please sign below to indicate your acceptance of the sub-delegation as set forth above.

Sub-delegated by:

Accepted by:

---

FABIAN P MAGERMAN  
CHIEF EXECUTIVE OFFICER  
SUB-DELEGATOR

---

CRAIG A HERMAN  
SUB-DELEGATE

**COR44**



Companies and Intellectual  
Property Commission

*a division of the dti group*

Date: 05/09/2022

Our Reference: 112235047

Box: **229368**

Sequence: **4**

HENDRIK ACKERMANN NOLTE  
UNIT GF002 BELVEDERE OFFICE PARK  
BELLA ROSA STREET  
**DURBANVILLE**  
7551

**RE: Amendment to Company Information**

**Company Number: 2011/007418/07**

**Company Name: TP HENTIQ 6406 (PTY) LTD**

We have received a COR44 (Notice of change of company officials) from you dated 02/09/2022.

The COR44 was accepted and placed on file.

The following change was effected to Director/Secretary/Officer:

Add Record

Company Name = AAF SERVICES

First Names =

Status = Active

Yours truly

**Commissioner: CIPC**

DMA DMA

**Please Note:**

The attached certificate can be validated on the CIPC web site at [www.cipc.co.za](http://www.cipc.co.za).

The contents of the attached certificate was electronically transmitted to the South African Revenue Services.



The Companies and Intellectual Property Commission  
of South Africa

P.O. BOX 429, PRETORIA, 0001, Republic of South Africa. Docex 256, PRETORIA.

Call Centre Tel 086 100 2472, Website [www.cipc.co.za](http://www.cipc.co.za)



**Certificate issued by the Companies and Intellectual Property  
Commission on Monday, September 05, 2022 09:01  
Certificate of Confirmation**



Companies and Intellectual  
Property Commission  
+ member of the dti group

|                              |   |
|------------------------------|---|
| Registration number          | 2011 / 007418 / 07  |
| Enterprise Name              | TP HENTIQ 6406 (PTY) LTD  |
| Enterprise Shortened Name    | None provided.  |
| Enterprise Translated Name   | None provided.  |
| Registration Date            | 29/03/2011  |
| Business Start Date          | 29/03/2011  |
| Enterprise Type              | Private Company   |
| Enterprise Status            | In Business   |
| Financial year end           | February  |
| Main Business/Main Object    | TRADING IN IMPORT AND MANUFACTURING OF ALL COMMODITIES<br>PROPERTY CONSTRUCTION INVESTMENTS FOR OWN ACCOUNT<br>AND ALL RELATED ACTIVITIES |
| Postal address               | POSBUS 776<br>BREDASDORP<br>BREDASDORP<br>WESTERN CAPE<br>7280  |
| Address of registered office | FABRIEKSWEG<br>BREDASDORP<br>BREDASDORP<br>WESTERN CAPE<br>7280   |



The Companies and Intellectual Property Commission  
of South Africa

P.O. BOX 429, PRETORIA, 0001, Republic of South Africa. Docex 256, PRETORIA.

Call Centre Tel 086 100 2472, Website [www.cipc.co.za](http://www.cipc.co.za)



**Certificate issued by the Companies and Intellectual Property  
Commission on Monday, September 05, 2022 09:01  
Certificate of Confirmation**



Companies and Intellectual  
Property Commission

a member of the dti group

Registration number 2011/007418/07  
Enterprise Name TP HENTIQ 6406 (PTY) LTD  
  
Auditor  
Name BOSHOF VISSE SWELLENDAM INC  
Postal Address P O BOX 776  
BREDASDORP  
7280

**Active Directors / Officers**

| Surname and first names                     | ID number or date of birth | Director type                  | Appoint-ment date | Addresses   |
|---|----------------------------|--------------------------------|-------------------|---|
| AAF SERVICES, as a secretary of M2011007418 | M2002022151                | Secretary (Companies and CC's) | 26/08/2022        | Postal: P O BOX 50, CALEDON, 7230<br><br>Residential:                                   |
| ERASMUS, PETRUS                             | 6406115069083              | Director                       | 11/01/2012        | Postal: P O BOX 176, BREDASDORP, 7280<br>Residential: MUSEUM STRAAT, 2 BREDASDORP, 7280 |
| JOSEPH, MOOSA                               | 5706075145083              | Director                       | 11/01/2012        | Postal: P O BOX 32156, OTTERY, 7808<br>Residential: 43 BRYWES AUS, WYNBERG, 7800        |
| SMITH, CORNELIUS ALEWYN                     | 6412055120084              | Director                       | 19/04/2011        | Postal: P O BOX 776, BREDASDORP, ARNISTON, 7280<br>Residential: VOLMOED, PROTEM, 7281   |



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Call Centre Tel 086 100 2472, Website [www.cipc.co.za](http://www.cipc.co.za)



# MOTIVATION REPORT

PROPOSED CONSENT USE AND PERMANENT  
DEPARTURES  
FOR  
REM. ERF 1004, WILDERNESS, SITUATED IN THE  
MUNICIPALITY AND DIVISION OF GEORGE  
FOR  
THE REGISTERED OWNERS



Stads- en Streekbeplanners  
Town and Regional Planners

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| <b>4.6 LOCATION AND ACCESSIBILITY</b>   | <b>14</b> |
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# **1. APPLICATION**

Application is being made in terms of Section 15.(2) of the Land Use Planning By-Law of George Municipality, 2023, w.r.t. Remainder Erf 1004, Wilderness, for the following:

1. Consent Use for a Place of Entertainment in terms of Section 15.(2)(o) in order to operate a lounge bar from the land unit ; and
2. The following permanent departures in terms of Section 15.(2)(b):
  - 2.1. Departure from Section 45 of the Integrated Zoning Scheme By-Law, 2023, as amended, in order to allow for an increase of the total width of the property's combined entrance and exit way from 8.0m to ±21.28m; and
  - 2.2. Departure from Section 46.(1)(d) of the Integrated Zoning Scheme By-Law, 2023, as amended, in order to permit vehicles to leave the property by reversing across the sidewalk.

# **2. BACKGROUND**

The investigation of historic documents revealed that Remainder Erf 1004, Wilderness, was zoned Business Zone in terms of the Wilderness Town Planning Scheme Regulations. The zoning transition/conversion of the site to Business Zone II was incorrectly applied (refer to transition tables in the Zoning Scheme, 2023). In light of the aforementioned Nel & de Kock applied for a zoning rectification to Business Zone I which was approved by the Municipality on 16 October 2024.

Currently a portion of the building on Rem. Erf 1004 is occupied by Backline, a lounge bar. The owners of the business were made aware of the fact that approval should be obtained for a consent use for a place of entertainment in order to lawfully operate their business from the erf in accordance with the zoning of the property, i.e. Business Zone I. The owners were unaware of this fact as the portion of the building currently leased by Backline has been utilised by similar businesses in the past.

# **3. PURPOSE**

The purpose of this application is to obtain approval for a consent use to legalise the use of a portion of the building for entertainment purposes. Application is furthermore made for departures to bring the access and parking of the property in line with George Municipality's Zoning Scheme By-Law of 2023, as amended.



## **4. MOTIVATION**

### **4.1 NEED**

The need for the consent use for a place of entertainment is necessitated by the use of a portion of the building by a lounge bar. As mentioned earlier in this report the property was zoned Business Zone in terms of the Wilderness Town Planning Scheme Regulations. Transition of the By-Laws to George Municipality's Integrated Zoning Scheme By-Law, the zoning of Remainder Erf 1004 was incorrectly applied and the property was zoned Business Zone II. A zoning rectification was approved by the Municipality through which the zoning was amended to Business Zone I. The property's current zoning necessitated the need to apply for a consent use for a place of entertainment to permit the historic use of a portion of the building by the Lounge Bar. The location of the property within a business sub-node of Wilderness is the ideal location for tourists and residents to enjoy this entertainment/ relaxation facility offered by the lounge bar. As mentioned earlier, the property was leased by similar businesses in the past and became known for a place of entertainment in Wilderness without any problems related to the consent use and departures now applied for. Therefore, approval of this application will permit this type of business on the property which will secure this tourist attraction in the coastal town of Wilderness of which the sustainability is primarily dependant on tourists.

The need to apply for the permanent departures is necessary to bring the property's access and parking in line with the Municipality's requirements as contained in the Integrated Zoning Scheme By-Law, 2023, as amended. The property has historic rights with regard to the space currently occupied by the lounge bar, but with the proposal of this application to utilise this space as a place of entertainment the Municipality required that parking be provided for the consent use on the property in line with the parking requirements of the By-Law. The only area where parking could be provided on the property was where it is currently indicated on the attached Plan No. W/I/200-2. The limited space available for parking led to the parking being accessed directly from Leila's Lane. This will require vehicles to reverse across the sidewalk in order to leave the property which is not in line with Section 46.(1)(d) of the Municipality's Zoning Scheme. This necessitated the need to apply for a departure from this section of the By-Law. Furthermore, the fact that the parking is accessed directly from the street resulted in the actual access width of the property to be  $\pm 21.28\text{m}$  which is not in line with the maximum width of a property's combined entrance and exist way as contained in Section 45 of the By-Law. Therefore, application is also made for a departure from this section of the By-Law in order to use it in a manner which it has been used in the past without any problems.

### **4.2 DESIRABILITY**

#### **PHYSICAL CONDITION:**

##### **4.2.1 TOPOGRAPHY**

According to the topography published on George Municipality's GIS Viewer, the property has a 1m fall in an easterly direction over a distance of roughly 17m. The

gradual slope of 1:17 is suitable for development bearing in mind that it is a developed erf with an effectively developed stormwater drainage system. This application for a consent use for a place of entertainment does not propose any new development as it will be accommodated within an existing structure on the property. Therefore, topography will not negatively affect this proposal for a consent use for a place of entertainment.

#### **4.2.2 BOTTOM CONDITIONS**

This consent use application for a place of entertainment is applicable to an existing structure already built on the property. Therefore, no new construction will be required upon approval of this application. The bottom conditions of the property should have been taken into account by the engineers/ architects who designed the structures and should have been considered by the Municipality upon submission. Since the building plans were approved by the relevant authority and no structural issues have been reported, it appears that bottom conditions will not negatively affect this application.

#### **4.2.3 VEGETATION**

There is no sensitive conservation worthy vegetation on the erf which will be negatively influenced by the approval of this application as it entails existing approved structures.

#### **4.2.4 FLOOD LINES**

As mentioned earlier in this report, this application entails a consent use applicable to an existing approved structure. Therefore, approval of this application will not result in additional construction. Nevertheless, the property does not abut the sea, a river or dam which will have an impact on the property with regard to flood lines. Therefore, approval of this application will not be negatively affected by flood lines.

#### **4.2.5 SENSITIVITIES**

There are no sensitivities which will be negatively affected by the approval of this application. This application entails a consent use application for an existing structure, therefore no new construction will take place upon approval of this application.

#### **4.2.6 WATER TABLE**

There is no watercourse near the subject property. Since the building plans have been approved by the Municipality and no reports have been lodged for issues relating to a high water table it appears that the water table will not negatively affect the approval of this application.

#### **4.2.7 DRAINAGE PATTERN**

The design of the existing structures, as previously discussed, took drainage into consideration and bearing in mind that no new construction is proposed with this application approval of this application will not affect the current drainage situation experienced on the property.

#### **4.2.8 FILLINGS AND EXCAVATIONS**

As mentioned throughout this report, no new construction is proposed with this application. Therefore, no fillings and excavations will be required upon approval of this application.

### **4.3 EXISTING PLANNING AND LEGISLATION**

#### **4.3.1 SPATIAL PLANNING AND LAND USE MANAGEMENT ACT, 2013, (S.P.L.U.M.A.)**

##### **4.3.1.1 SPATIAL JUSTICE**

- **Past spatial and other development imbalances must be redressed through improved access to and use of land.**  
The property which relates to this application is in extent 1066m<sup>2</sup> and was made available on the free market when the owners acquired it in 2017. Therefore, this consent use and permanent departures pose to not be adequate to address this principle of access to and use of land.
- **Spatial development frameworks and policies at all spheres of government must address the inclusion of persons and areas that were previously excluded, with an emphasis on informal settlements, former homeland areas and areas characterised by widespread poverty and deprivation.**  
Due to considerations discussed above, this objective is not achievable with this application.
- **Spatial Planning mechanisms, including land use schemes, must incorporate provisions that enable redress in access to land by disadvantaged communities and persons.**

As discussed above, the limited size of the land unit does not lend itself to the compliance of this objective as the property is zoned for business purposes and not to address the access to land by disadvantaged communities or persons.

- **Land use management systems must include all areas of a Municipality and specifically include provisions that are flexible and appropriate for the management of disadvantaged areas, informal settlements and former homeland areas.**

A pragmatic approach to the management of land use systems to follow flexible and appropriate processes to facilitate housing for the disadvantaged community is indispensable.

- **Land development procedures must include provisions that accommodate access to secure tenure and the incremental upgrading of informal areas.**

This aspect has already been discussed above.

- **A Municipal Planning Tribunal considering an application before it, may not be implemented or restricted in the exercise of its discretion solely on the ground that the value of land or property is affected by the outcome of the application.**

This provision does not apply to this application.

#### 4.3.1.2 PRICIPLE OF SPATIAL SUSTAINABILITY

- **Promote land development that is within the fiscal, institutional and administrative means of the Republic.**

This application is done with private funding and therefore the fiscal, institutional and administrative capacity of government agencies are not relevant to this application.

- **Ensure that special consideration is given to the protection of prime and unique agricultural land.**

The property forming the focus of this application is a developed erf zoned for business purposes and is situated within a developed business-node of Wilderness which is included within the Urban Edge. Therefore, the protection of prime and unique agricultural land is not relevant to this application.

- **Uphold consistency of land use measures in accordance with the environmental management instruments.**

This application is not accompanied by any activities that require special environmental management measures.

- **Consider all current and future costs to all parties for the provision of infrastructure and social services in land developments.**

This application will not demand any costs to any party with regard to the provision of infrastructure and social services developments as this application involves an existing developed property.

- **Promote land development in locations that are sustainable and limit urban sprawl.**

The property relevant to this application is situated within the urban edge. Therefore, approval of this application will promote development within the urban edge and limit urban sprawl.

- **Result in communities that are viable.**

Approval of this application will result in a Lounge Bar being operated from the property. Therefore, approval of this application will permit this type of business on the property which will secure this tourist attraction in the coastal town of Wilderness which is primarily dependant on tourists.

#### 4.3.1.3 PRINCIPLE OF EFFICIENCY

- **Land development optimises the use of existing resources and infrastructure.**

This application is in line with the principle of efficiency as application is made for a property situated within the urban edge which is already serviced by the Municipality. Therefore, approval of this application will not require additional municipal resources and infrastructure and will satisfy the needs of the owner.

- **Decision-making procedures are designed to minimise negative financial, social, economic, or environmental impacts.**

As a privately funded project, sensible decision making to have minimal negative consequences are indispensable for the successful implementation of the project. As already discussed, it will have no negative social, economic and environmental impact, but will result in a viable business.

- **Development applications procedures are efficient and streamlined and timeframes are adhered to by all parties.**

Adherence to prescribed timeframes vest in the Municipality and therefore the applicant does not have any control over it.

#### 4.3.1.4 PRINCIPLE OF SPATIAL RESILIENCE

This principle, which is primarily aimed at a sustainable way of life for communities that are most vulnerable to economic and environmental setbacks, is not directly applicable to this application.

#### 4.3.1.5 PRINCIPLE OF GOOD ADMINISTRATION

- **All spheres of government ensure an integrated approach to land use and land development that is guided by the spatial planning and land use management systems as embodied in this Act.**

The only authority involved in this application is George Municipality and therefore there is no other authority with which an integrated approach needs to be followed. The various departments of the Municipality involved function as an integrated team.

- **Policies, legislation and procedures must be clearly set in order to inform and empower members of the public.**

Procedures pertaining to the Public Participation Process for this application will be adhered to as prescribed once the applicant is instructed to begin with this process.

#### 4.3.2 LAND USE PLANNING ACT, 2014, (L.U.P.A.)

As far as the proposed development is concerned, there is a great deal of overlap between the principles of spatial justice, sustainability, good administration and resilience that are pursued under this legislation, but which have already been discussed in par 4.3.1 above. To avoid duplication, these principles will not be discussed again.

#### 4.3.3 NATIONAL, PROVINCIAL AND LOCAL GOVERNMENT POLICIES AND MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORK

National, Provincial and Local Government policies sets out and put in place coherent policies and frameworks to support Municipalities fulfil their municipal planning mandate in line with national and provincial agendas. Application is made in terms of Section 15 of the Land Use Planning By – Law of George Municipality, 2023. Therefore, the local policies and frameworks of the Municipality took the policies and frameworks of National and Provincial Government into consideration and only the George Municipal Spatial Development Framework, 2023 (MSDF) will be discussed for the purpose of this application.

Application is made for a consent use for a place of entertainment and permanent departures which will therefore not change the zoning of the property. Approval of this application will, however, allow the owners to operate a place of entertainment from the erf which is permitted by the Zoning Scheme, 2023, as amended, as a consent use which is supplementary to the primary use, i.e. business premises. George Municipality's SDF, 2023, explicitly states that further tourism be supported in the Village to enhance its role as the primary business node in Wilderness. Approval of this application will contribute thereto as the owners will be allowed to

operate a place of entertainment from the property which will contribute to tourism. Furthermore, the property relevant to this application is situated within the urban edge of Wilderness, while the structures the consent use are proposed to be operated from are existing approved structures. Bearing the above in mind it is therefore unnecessary to elaborate further in this regard as this application is in line with the Municipality's future planning document.

#### **4.3.4 Wilderness/Lakes/Hoekwil Local Spatial Development Framework, 2015**

The Wilderness/Lakes/Hoekwil Local Spatial Development Framework(LSDF), 2015, includes Remainder Erf 1004 in the Business Node of Wilderness. This application for a consent use for a place of entertainment is supplementary to the property's primary use, i.e. Business Premises and therefore does not propose a rezoning thereof. Subsequently, this application is in line with the LSDF in this regard. The LSDF further states that the document encourages the development of tourism infrastructure in Wilderness. This application will strengthen the tourism attraction of the property which is a key goal of the LSDF. Mention is further made that the Village in Wilderness, which the subject property forms part of, should be strengthened as the main tourism destination. As mentioned earlier, approval of this application will result in an additional tourist facility and will contribute to the strengthening of the Village as the main tourism destination in Wilderness.

Par. 4.6.3 b) of the LSDF states the following:

"The Village should be allowed and encouraged to develop further tourism facilities and attractions to become the premier tourism destination in the area. The core business area of the node is indicated on the local spatial development framework map, but consideration should be given to proposals for tourism facilities outside and in close proximity to this area if it builds onto the tourism industry and does not affect the surrounding residential or natural areas."

This application is in line with the aforementioned paragraph as it will strengthen tourism without affecting the surrounding residential or natural areas.

The LSDF gives the following guidance for business development within the Village in Wilderness:

**i. Scale:**                      **Buildings higher than two storeys are not encouraged as it will detract from the character of the area.**

This application entails an existing two storey building and is therefore in line with this guideline.

**ii. Architecture:**           **It is advised that new buildings should take the designs of the existing buildings into consideration.**

This application will not result in additional construction as the proposed place of entertainment will be operated from an existing structure on the property as has been the case for a

long period of time. Therefore, this application is in line with this guideline.

**iii. Land Use:**      **Mention is made that preference should be given to tourism facilities such as restaurants, accommodation establishments and shops.**

This application proposes a place of entertainment for tourists and is therefore in line with this guideline.

**iv. Parking:**      **George Municipality is advised to investigate opportunities to solve the parking problem in Wilderness.**

This application provides parking for the proposed place of entertainment and is therefore assisting with alleviating the parking problem in Wilderness. The proposed place of entertainment is centrally located and is accessible from most of the tourist accommodation facilities in the area.

**4.3.5 BY-LAW ON MUNICIPAL LAND USE PLANNING OF GEORGE MUNICIPALITY, 2023**

**4.3.4.1 According to Section 38(1), the following documents are required in support of the application:**

4.3.5.1.1 **Annexure 1**, Application form fully completed and signed;

4.3.5.1.2 **Annexure 2**, Power of Attorney to Nel & de Kock Town and Regional Planners by the authorised representative to prepare and submit this application;

4.3.5.1.3 **Annexure 3**, Company Resolution and proof of Company Membership is attached to this application;

4.3.5.1.4 **Annexure 4**, Motivation Report by Nel & de Kock Town and Regional Planners;

4.3.5.1.5 **Annexure 5**, Copy of the Surveyor General Plan No. 5724/73 is attached to this application;

4.3.5.1.6 **Annexure 6**, A Locality Map is included on Plan No. W/I/200-2 and is attached to this application;

4.3.5.1.7 **Annexure 7**, Proof of Payment will be provided in due course as it is made available to the applicant;

4.3.5.1.8 **Annexure 8**, Copy of Title Deed T76823/2017 is attached to this application;



4.3.5.1.9 **Annexure 9**, Conveyancer certificate by Ronelle Wilkinson is attached to this application;

4.3.5.1.10 **Annexure 10**, Zoning Rectification dd. 16 October 2024 is attached to this application;

4.3.5.1.11 **Annexure 11**, Approved building plans is attached to this application;

4.3.5.1.12 **Annexure 12**, Correspondence from the Municipality pertaining to the provided parking; and

4.3.5.1.13 **Annexure 13**, Pre-Application dd. 30 April 2024 is attached to this application and includes the following discussion:

- **“Following investigation of historic documents, it was confirmed that Erf 1004, Wilderness was zoned Business Zone in terms of the Wilderness Town Planning Scheme Regulations. The zoning transition/conversion of the site to Business Zone II was therefore incorrectly applied (refer transition tables in the Zoning Scheme, 2023). In this regard, it is advised that the owner submits a Zoning Rectification application to allow for a Business Zone I use in terms of the George Integrated Zoning Scheme By-law (2023).”**
  - The applicant applied for a zoning rectification which was approved by the Municipality on 16 October 2024 and is attached to this application as Annexure 10.
- **“An application will also be required for a Consent Use, to accommodate a Place of Entertainment.”**
  - This application provides for a consent use for a place of entertainment. Therefore, this comment is addressed accordingly.
- **“The application must be motivated in term of the relevant legislation (MSDF 2023, LSDF 2012, PSDF 2013, SPLUMA 2013, LUPA 2014 etc.).”**
  - The application is motivated in accordance with the listed legislation, please refer to Par. 4.3.1 – 4.3.4 of this report.
- **“The standard public participation requirements will apply.”**
  - The applicant will advertise the application in accordance with the required processes identified in the relevant Section 38 Letter.
- **“It is advised to discuss and obtain comments from the Directorate Civil Engineering Services w.r.t. parking, prior to submission of the land use application.”**
  - The applicant discussed the application with CES during which approved building plans were provided for the structures on the subject property. CES informed the applicant that although the property does

not provide parking for the uses on the property the application must make provision for parking for the consent use as the place of entertainment will give additional rights to the property. The attached Plan No. W/I/200-2 illustrates that a total of 56 seats are provided in the proposed place of entertainment. George Municipality's Integrated Zoning Scheme By-Law requires that 1 parking bay be provided per 8 seats. 7 Parking bays are provided on the property which is in line with the parking requirements of the Municipality. Furthermore, it should be reiterated that the vast majority of clients do not use cars to visit the subject of this application as almost all the places which accommodate tourists in Wilderness are within walking distance from there. Attached as Annexure 12 is correspondence from the Municipality with regard to the provided parking. In a letter dd. 30 October 2024 Mr. Ricus Fivaz confirmed that the parking is in order and that the application may proceed.

#### **4.3.6 TITLE DEED**

As stated in the attached Conveyancer Certificate by Ronelle Wilkinson, Title Deed No. T76823/2017 does not contain restrictive title conditions which prevents the proposed consent use for a place of entertainment to be operated from the subject property and departures as set out in Par. 1 above.

#### **4.4 CHARACTER OF THE ENVIRONMENT**

The property relevant to this application is situated within a business node of Wilderness. This application for a place of entertainment, which is permitted as a consent use of Business Zone I, will not detract from the existing character of the environment as it already forms part of the urban fabric. The proposed consent use will rather protect the character of the environment as the historic place of entertainment will be vested on the property and continue to attract tourist to Wilderness which is highly reliant on visitors.

#### **4.5 POTENTIAL OF THE PROPERTY**

##### **4.5.1 AGRICULTURE**

As mentioned earlier in this report, the land unit relevant to this application is situated within a business node in Wilderness and is currently zoned Business Zone I. Therefore, the property was withdrawn from Agricultural in the past and has no agricultural potential and will subsequently not be elaborated further on in this motivation report.

#### **4.5.2 CONSERVATION**

The subject property is an existing erf within the urban edge of Wilderness with no conservation worthy vegetation. No further construction is proposed with this application therefore it is irrelevant to elaborate further on this subject.

#### **4.5.3 MINING**

As of date no exploitable materials have been found on the property which could lead to any mining activities taking place.

#### **4.5.4 RECREATION**

The current zoning of Rem. Erf 1004 is for business purposes and does not offer any recreation facilities to the public. This application does, however, propose a place of entertainment as a consent use which can be regarded as a form of recreation. Therefore, approval of this application will contribute to recreation options offered in the business node of Wilderness.

#### **4.5.5 RESIDENTIAL**

Rem. Erf 1004 is currently zoned for business purposes and does not provide for a residential component. Therefore, since residential is not reconcilable with the zoning and no residential components are proposed, it will not be elaborated further on in this motivation report.

### **4.6 LOCATION AND ACCESSIBILITY**

Rem. Erf 1004, is situated at 33°59'39.84"S 22°34'30.91"E within an existing business node Wilderness. The property can be accessed from either George Road or Leila's Lane while the proposed application will not alter the accessibility of the erf. Therefore, no further elaboration will be made in this regard.

### **4.7 PROVISION OF SERVICES**

The erf is currently serviced by the Municipality and this application does not propose any additional construction requiring additional services. Therefore, approval of this application will have no effect on the provision of services which can currently be experienced on the property.

#### **4.8 CONSTRUCTION PHASE**

Approval of this application will not lead to any new construction which will require a construction phase. Therefore, no further elaboration will be made in this regard.

### **5. CONCLUSION**

On the strength of the rationalisation followed in this report, it is evident that approval of this application has a substantial benefit for the owners of the property and will not negatively affect the Municipality or surrounding owners. The proposed consent use for a place of entertainment will contribute to the economy of the business node in Wilderness and continue to attract tourists to the area which will furthermore result in a viable community.

**Nel & de Kock Town and Regional Planners**  
**Per: Alexander Havenga Pr. Pln A/3313/2023**

**April 2025**

| SIDES<br>Metres |       | ANGLES OF<br>DIRECTION | CO-ORDINATES<br>System |   |
|-----------------|-------|------------------------|------------------------|---|
|                 |       |                        | Y                      | X |
| AB              | 18,89 | 77.41.10               | A                      |   |
| BC              | 15,74 | 116.46.10              | B                      |   |
| CD              | 32,05 | 173.25.30              | C                      |   |
| DE              | 3,78  | 140.12.30              | D                      |   |
| EF              | 50,18 | 141.18.00              | E                      |   |
| FG              | 10,62 | 44.24.20               | F                      |   |
| GH              | 12,08 | 233.38.30              | G                      |   |
| HJ              |       | 244.45.10              | H                      |   |
| JK              |       |                        | I                      |   |
| KL              |       |                        | K                      |   |
| LM              |       |                        | L                      |   |
| MN              | 2,91  |                        | M                      |   |
| NO              | 6,26  | 269.17.30              | N                      |   |
| OP              | 2,69  | 90.46.30               | O                      |   |
| PA              | 12,15 | 215.27.40              | P                      |   |
| QA              | 19,45 | 180.00.00              | BAQ                    |   |

- Figure M.w.v.u.E.F.G.H.J.K.L. representing the Remaining extent of Erf 164, WILDERNESS.  
Diag. No. 7128/1951; C.U.T.No. 1954.77.3819.
- Figure A.B.C.D.u.v.w.M.N.O.P. representing Erf 166, WILDERNESS.  
Diag. No. 4142/50; D/T No. 1952.67.3333

The figure A.B.C.D.E.F.G.H.J.K.L.M.N.O.P.

represents 2 104 Square Metres

of land, being

ERF 1004, WILDERNESS and comprises 1-2 above.

situate in the Local Area of Wilderness

Administrative District

of GEORGE.

Province of Cape of Good Hope.

Compiled  
Surveyed in JUNE, 1973.

by me,

*[Signature]*

Land Surveyor

|                            |  |  |  |                         |  |
|----------------------------|--|--|--|-------------------------|--|
| This diagram is annexed to |  | The original diagrams are as quoted above. |  | File No. S.8692/6       |  |
| No. dated                  |  | No. annexed to                             |  | S.R. No. Compiled       |  |
| i.f.o.                     |  | Transfer/Grant                             |  | Comp. DI-800/243 (1757) |  |
| Registrar of Deeds         |  | No.  |  | X                       |  |

C

FOR ENDORSEMENTS  
SEE BACK OF DIAGRAM

### Beacons.

- A. Piece of iron fencing standard 610mm. long.  
B.C.H. Pieces of iron fencing standard.  
D. Iron peg, 12mm. dia., hammered into cement drain.  
M.N.O.P.Q. Iron pegs 460mm. long and 12mm. dia.

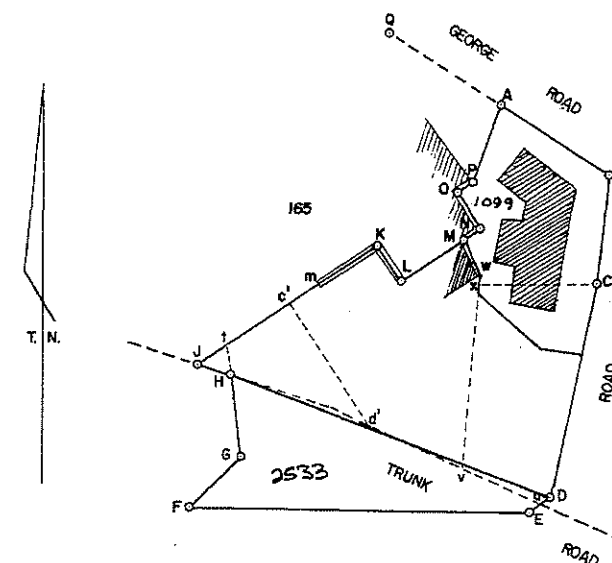
S.G. No.

5724/73

Approved

*[Signature]*  
Surveyor-General

K. 8. 73.



### Servitudes.

- The broken line lettered c'd' represents a line parallel to and 5,57m. from front wall za' of Building, as shown on dgm.6804/54 of Erf 165 Wilderness, D/T.1956.155.7714.
- The line mKL represents a party wall.  
Vide dgm.6804/54 of Erf 165 Wilderness, D/T.1956.155.7714.

Scale: 1 : 750.

B

S

THE FOLLOWING DEDUCTIONS HAVE BEEN MADE FROM THIS DIAGRAM

| SURVEY<br>RECORD | DIAGRAM<br>NO. | SUBDIVISION | AREA<br>HA./SQ. M. | TRANSFER<br>NO. | INITIALED | REMR. |
|------------------|----------------|-------------|--------------------|-----------------|-----------|-------|
| E 950/79         | 3320/79        | Erf 1099    | 516                | 22654/80        | DEK       |       |
| 653/2006         | 4130/2006      | Erf 2533    | 522 Sq. m          | 67436/2008      | DA        |       |
|                  |                |             |                    |                 |           |       |

Consent Use and Permanent Departures: Rem. Erf 1004, Wilderness, in terms of Section 15.(2) of the Land Use Planning By-Law of George Municipality, 2023

Application is being made in terms of Section 15.(2) of the Land Use Planning By-Law of George Municipality, 2023, w.r.t. Remainder Erf 1004, Wilderness, for the following:

- 1. Consent Use for a Place of Entertainment in terms of Section 15.(2)(o) in order to operate a lounge bar from the land unit; and
- 2. The following permanent departures in terms of Section 15.(2)(b):
  - 2.1 Departure from Section 45 of the Integrated Zoning Scheme By-Law, 2023, as amended, in order to allow for an increase of the total width of the property's combined entrance and exit way from 8.0m to ±1.28m; and
  - 2.2 Departure from Section 46.(1)(d) of the Integrated Zoning Scheme By-Law, 2023, as amended, in order to permit vehicles to leave the property by reversing across the sidewalk.

Remarks:

- 1. The Municipality requested that the applicant provide parking for the proposed Place of Entertainment on the subject property.
- 2. The Place of Entertainment makes provision for 56 seats. Parking requirements for Place of Entertainment is 1 parking bay per 8 seats. 7 Parking bays are provided which is in line with the parking requirements.
- 3. Approval of this application will not result in additional construction.

Notes:

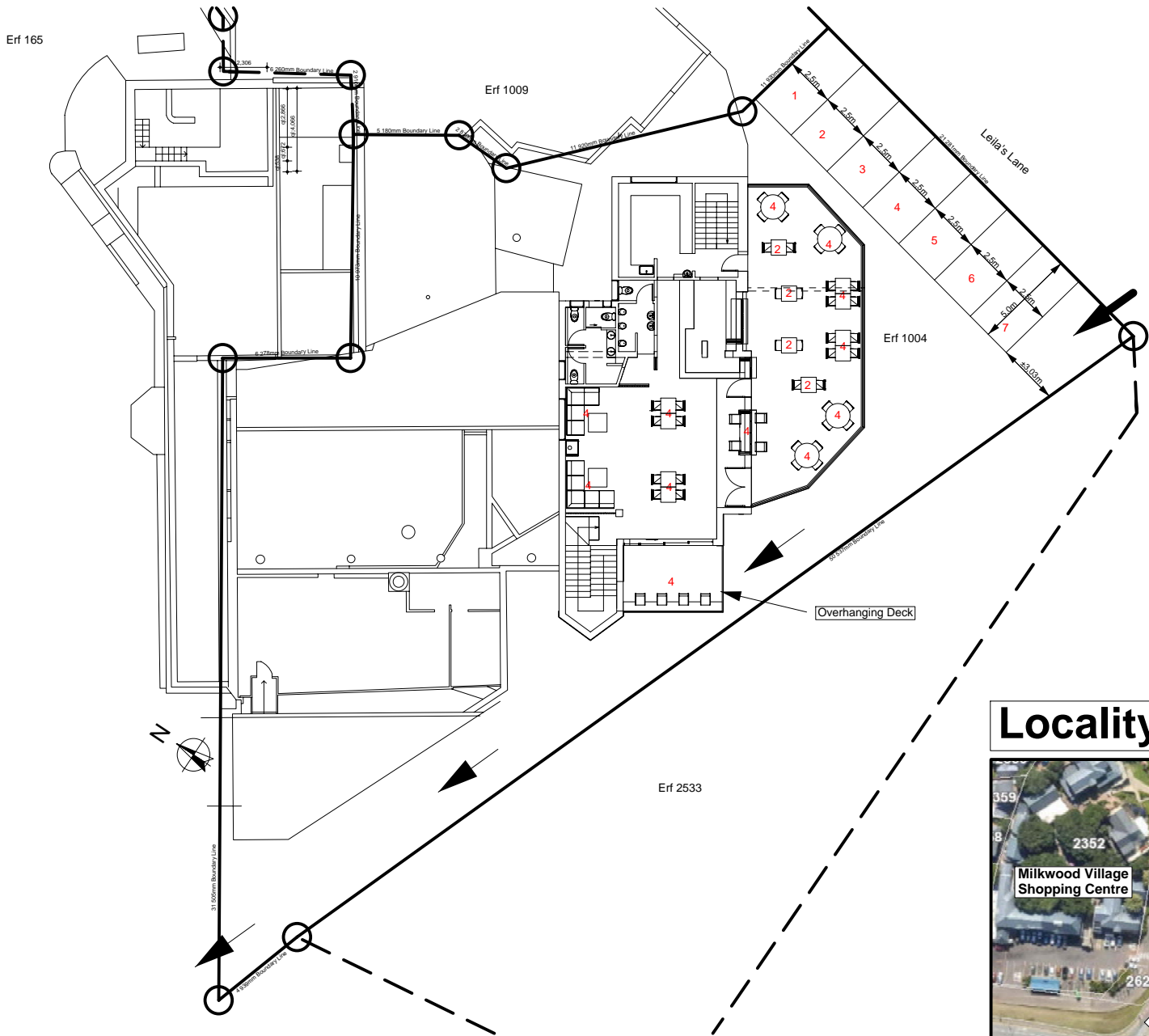
- 1. Cadastral Information provided by Design66.
- 2. Locality Map obtained from Cape Farm Mapper.

Remainder ERF 1004, WILDERNESS



Yorkstraat 56 York Street Tel: (044) 874 5207  
Postbus 1186 / P.O. Box 1186 Fax: (044) 873 6354  
George 6530 E-pos / E-mail: neldek@mweb.co.za

| SKAAL                                    |      | 1: 300(A3)    |           | SCALE |  |
|--|------|---------------|-----------|-------|--|
| BEPLAN<br>PLANNED                        | A.H. | PLAN<br>NO    | W/I/200-2 |       |  |
| GETEKEN<br>DRAWN                         | A.H. |               |           |       |  |
| DATUM<br>DATE                            |      | February 2025 |           |       |  |
| KOPIEREG VOORBEHOUD / COPYRIGHT RESERVED |      |               |           |       |  |



Locality Map: 1: 2500(A3)





## ***NOTIFICATION OF PAYMENT***

To whom it may concern:

First National Bank hereby confirms that the following payment has been made:

|               |               |
|---------------|---------------|
| Date Actioned | : 2025-05-28  |
| Time Actioned | : 17:48:43    |
| Trace ID      | : F9YMP8NN122 |

### **Payer Details**

|              |                       |
|--------------|-----------------------|
| Payment From | : Moov Fuel (Pty) Ltd |
| Amount       | : 21408.40            |

### **Payee Details**

|                      |                       |
|----------------------|-----------------------|
| Recipient/Account no | : ...623150           |
| Recipient Name       | : GEORGE MUNICIPALITY |
| Bank                 | : FNB/RMB             |
| Branch Code          | : 210114              |
| Reference            | : LUA586              |
| Channel              | : <i>INTERNET</i>     |

## ***END OF NOTIFICATION***

To authenticate this Payment Notification please visit our website at <https://www.fnb.co.za>, click on Online Banking, select the "Verify Payment" option and follow the on-screen instructions

Our customer (the payer) has requested First National Bank Limited to send this notification of payment to you. Should you have any queries regarding the contents of this notice, please contact the payer. First National Bank Limited does not guarantee or warrant the accuracy and integrity of the information and data transmitted electronically and we accept no liability whatsoever for any loss, expense, claim or damage, whether direct, indirect or consequential, arising from the transmission of the information and data.

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Company Secretary: C Low

First National BankA division of FirstRand Bank Limited. An Authorised Financial Services and Credit Provider (NCRCP20).  
An Authorised Financial Services and Credit Provider (NCRCP20).



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**PER GEREGISTREERDE POS**

Our ref: WHK/Ronel 28856  
Your ref: MONIQUE  
Datum: 27 February 2018  
Email: [ronel@stadlers.co.za](mailto:ronel@stadlers.co.za)

Geagte Meneer/Mevrou

**TRANSPORT : DYNARC CAPITAL PTY LTD / TP HENTIQ 6406 PTY LTD  
RESTANT ERF 165 WILDERNESS  
RESTANT ERF 1004 WILDERNESS**

Ons verwys na bogemelde en heg vir u hierby aan die volgende oorspronklike akte vir veilige bewaring deur uself :

**AKTE VAN TRANSPORT T76823/2017**

Geliewe ontvangs te erken.

Vertrou u vind dit so in orde.

Groete



**STADLER & SWART**

per:  
**HW KRUGER**

Stadler & Swart Incorporated  
1 Doneraile Street  
GEORGE  
6529

Prepared by me

|                         |               |                                     |
|-------------------------|---------------|-------------------------------------|
| Fee on document         |               | Office fee                          |
| Purchase price/Value    | R. 15500.0000 | R. 3505.00                          |
| Mortgage capital Amount | R. ....       | R. ....                             |
| Reason for exemption    | Col. ....     | Exempt i.t.o section .... Act. .... |

  
CONVEYANCER  
HERMANN WILHELM KRUGER

000076823 / 2017

## DEED OF TRANSFER

BE IT HEREBY MADE KNOWN THAT

**JANINE FOUCHÉ**

appeared before me, REGISTRAR OF DEEDS at CAPE TOWN, the said appearer being duly authorised thereto by a Power of Attorney which said Power of Attorney was signed at GEORGE on 27 NOVEMBER 2017 granted to him by

**DYNARC CAPITAL PROPRIETARY LIMITED**  
Registration number 2003/018697/07

DATA / CAPTURE

08 JAN 2018

JENNY VAN WYK

DATA / VERIFY

10 JAN 2018

FATGEYAH LARNEY

And the appearer declared that his said principal had, on 17 November 2017, truly and legally sold by Private Treaty, and that he, the said Appearer, in his capacity aforesaid, did, by virtue of these presents, cede and transfer to and on behalf of:

**TP HENTIQ 6406 PROPRIETARY LIMITED**  
**Registration Number 2011/007418/07**

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

1. REMAINDER ERF 165 WILDERNESS, IN THE MUNICIPALITY AND DIVISION OF GEORGE, PROVINCE OF THE WESTERN CAPE

IN EXTENT 1765 (ONE THOUSAND SEVEN HUNDRED AND SIXTY FIVE) Square metres

FIRST TRANSFERRED by Deed of Transfer Number T7714/1956 with Diagram SG No. 6804/54 relating thereto and held by Deed of Transfer Number T71609/2016

- A. SUBJECT to the conditions referred to in Certificate of Uniform Title No. 3819 dated 16<sup>th</sup> March, 1954;

- B. INSOFAR as the land represented by the figure u.v.A on the said diagram No. 6804/54 is concerned:-

SUBJECT to the following special conditions mentioned in Deed of Transfer No. 9924 dated 6<sup>th</sup> October, 1926, namely:-

- (a) BUILDINGS : It shall be a conditions in respect of all portions which may be hereafter laid out as lots and transferred from the present remaining extent that all dwelling houses erected on any such portions shall be built of brick, stone or concrete, provided that this shall not apply to what are known as "sand plots" being the lots comprises in Blocks "A", "B", "C", and "D" as shown on the General Plan W.71 nor to such further plots as the owner of the remaining extent may lay out on land similar to Blocks "A", "B", "C" and "D".
- (b) WATER : the owner of the remaining extent shall allow the owner of Lots "d" and "dd" access to the Kaaimans River and other sources of water for the purpose of drawing a reasonably supply of water therefrom, whether by pipes or otherwise, provided that this shall not interfere with the present and future rights if any, of other parties entitled."

- C. (i) INSOFAR as the land represented by the figure marked D.w.x.y.O.v.u.B.C on the said Diagram No. 6804/54 is concerned-

SUBJECT to the following special conditions mentioned in Deed of Transfer No. 3818 dated 16<sup>th</sup> March, 1954, imposed for the benefit of all purchasers and their successors in title of portions of the properties held by the Wilderness (1921) Limited under Deed of Transfer No. 2059 dated 22<sup>nd</sup> March, 1923, Certificates of Registered Title dated 1<sup>st</sup> July, 1932, Nos. 4119, 4120, 4121, and 4122. Certificates of Consolidated Title dated 1<sup>st</sup> July, 1932, Nos. 4125, 4126, and 4127, and Certificate of Amended Title No. 8335 dated 1<sup>st</sup> August, 1929, and for the said Wilderness (1921) Limited, and its successors in title of the remainder of the said properties, namely: -

- "2. No trade or business of any description may be carried on, on this Lot without the written permission of the Seller first had and obtained.
3. All buildings erect on this Lot shall be built of brick, stone or concrete and the ground plan showing the relation of the position of such buildings to the boundaries of the said Lot, as well as the elevation plans of such buildings shall be submitted to the seller for its approval in writing before any buildings are commenced.
4. All walls, fences or hedges or like structures abutting upon any road or pathway shall be of type approved of by the Seller. The seller shall not be liable to contribute to the cost of any party or dividing fence, or wall, nor to the cost of repair thereof, but it may call upon the purchaser to enclose the said Lot. This provision eliminating any contribution by the seller to the costs or repair of any or dividing fence or wall shall not extent to any adjoining Lot which the seller may sell or dispose of subsequent to the date hereof, and the purchaser of such Lot adjoining the Lot hereby sold shall in all respects be subject to the laws governing contributions to such party of dividing fences or walls. The purchaser agrees to observe uniformity in respect of fencing line for all fences that may abut on to any road, pathway, open space or property of the seller and to maintain all boundary fences of the said Lot in good order and repair. No purchaser shall be entitled to erect any corrugated iron fences or screen upon this Lot without the leave of the seller.
5. The seller retains the right of power to enforce the observance of proper sanitation and cleanliness upon this Lot as well the right to construct, use and maintain across this lot any pipe line water leading, sewerage, or drainage. The purchaser binds himself to conform to all such regulations as the seller may hereafter prescribe in regard to matters of public health and sanitation, and the use of all roads, paths, open spaces and the remainder of the seller's estate as The Wilderness.
6. Seller retains ownership and control of all roads, streets, paths, avenues, lanes, open spaces or reserves shown on the plan of the estate, as well as the right in its discretion to alter, close, deviate, or otherwise deal with

B



any such roads, streets, paths, avenues, lanes, open spaces or reserves.

7. The purchaser of any lot having a frontage on either "The Park" or any other open space or reserve, shall be obliged to plant and maintain at a suitable height such live hedge, and/or such trees or shrubs as shall be prescribed by the seller suitably to screen any premises situate on such lot.
8. In respect of any Lot situate in Blocks A.B.C.F.G.I and M. upon the sea front, purchasers shall not cut down or otherwise destroy the natural bush growth on the sea front and so endanger any plot to erosion by the sea or to shifting sands. Seller reserves the right to prescribe the level at which all buildings shall be placed on such lots or any of them and if called upon to do so by the seller purchasers shall be obliged to plan and maintain suitable turf on any clear or open portions of such lots to guard against shifting sands.
9. The purchaser agrees to be bound not to clear or destroy the trees and bush on the said Lot, without first consulting the seller, whose consent to such clearing or destroying shall be necessary, but shall not unreasonably interfere with the purchaser's full use and enjoyment of the said Lot.
10. Notwithstanding the provisions of Clause 2 above the purchaser shall without seeking the written permission of the seller, be entitled to carry on the said lot the business of a Motor Garage and Service station, including dealing in, hiring, repairing, cleaning, storing and warehousing of motor vehicles and other conveyances, whether propelled or assisted by means of petrol or other power, and all engines chassis, bodies and other things used for or in connection with motor vehicles as well as to carry on the business of Motor Garage owners and suppliers and dealers in motor accessories of every description, motor fuel and lubricants.

(The terms "Seller" and "Purchaser" in these conditions shall be deemed to include the successors in title of the said seller to the remainder of the Freehold land now called Wilderness Estate (Lot 497 Lot H) Barbiers Kraal of the properties held under Certificates of Registered, Consolidated and Amended Title aforementioned, and of "The Park" part of the said Wilderness Estate, in the Division of George, or assigns of the aforesaid transferee Company)."

- C. (ii) INsofar as the land represented by the figure marked D.E.F.G.H.J.K.L.M.N.Q.y.x.w on the said diagram no. 6804/54 is concerned –

BP



SUBJECT to the special conditions mentioned in Deed of Transfer No. 6114 dated 14<sup>th</sup> April, 1949, imposed for the benefit of all purchasers and their successors in title of portions of the properties held by the Wilderness (1921) Limited under Deed of Transfer No. 2059 dated 22<sup>nd</sup> March, 1923, Certificate of Registered Title dated 1<sup>st</sup> July, 1932, Nos, 4119, 4120, 4121 and 4122, Certificates of Consolidated Title dated 1<sup>st</sup> July 1932, Nos 4125, 4126 and 4127, and Certificate of amended Title dated 21<sup>st</sup> August, 1929, No. 8335, and for the benefit of the said Wilderness (1921) Limited, and its successors in title of the remainder or Remainders of the said properties, which conditions read as set out in paragraph (i) above with the caption of Condition no. 3 which reads as follows: -

- (iii) Unless the permission of the seller be first obtained to any modification of the specification all buildings erected on this Lot shall be built of brick, stones or concrete and the ground plan showing the relation of the position of such buildings to the boundaries of the said lot, as well as the elevation plans of such buildings shall be submitted to the seller for its approval in writing before any buildings are commenced.

D. INSOFAR as the whole of the abovementioned property is concerned.

SUBJECT to the following condition mentioned in the Certificate of Uniform Title No 3819 dated 16<sup>th</sup> March, 1954 imposed by the Minister of Lands when granting his consent to the issue thereof, namely:-

"This consent is subject only to the following reservation of rights in favour of the State"

The right to take land and to remove materials for making and repairing public roads."

E. INSOFAR as the whole of the abovementioned property is concerned.

SUBJECT FURTHER and/or ENTITLED to the benefits of, as the case may be, the terms of the following special conditions mentioned in the said Deed of Transfer No. 7714/1956:-

- "1. The figure AS. B. C. D. b'c'o' depicted on the said diagram No. 6804/54 and being a part of the land hereby transferred shall at all times, save as hereinafter specially mentioned, remain as an open space for the reciprocal use and benefit of the Transferor and its successors in title as owners, of the remaining extent of Lot 39, block H. Wilderness, held under the aforesaid Certificate of Uniform Title No. 3819/54, of the Transferee and his successors in title of the property hereby transferred and of the licences, invitees and other persons having lawfully business

with the Transferor, Transferee and their respective successors in title. The use to which the said area shall be put shall be restricted to traverse and parking of vehicles. No building or structure shall be erected on the said area save that the Transferee and his successors in title shall be entitled to retain the existing petrol bowers and storage tanks as presently sited, to replace these bowers and tanks with others as such replacement becomes expedient, and to erect a canopy over them.

2. The figure c'd'O depicted on the aforesaid diagram No 6804/54 and being portion of the remaining extent of Lot 39, Block H, Wilderness, held by the Transferor under the aforesaid Certificate of Uniform Title No. 3819/54 shall at all times remain as an open space for the reciprocal use and benefit of the Transferee, his successors in title as owner of the property hereby transferred and of the Transferor and its successors in title as owners of the remaining extent and of the licensees, invitees and other persons having lawful business with the Transferor, Transferee and their respective successors in title. The use to which the said area shall be put shall be restricted to traverse and the parking of vehicles. No building or structure shall be erected on the said area.
  3. The line Q.N.M. depicted on the aforesaid diagram No 6804/54 is a party well common to the Transferee and his successors in title as owners of the property hereby transferred and its successors in title as owners of the remaining extent of Lot 39, Block H, Wilderness, held under the aforesaid Certificate of Uniform Title No 3819/54 and neither of the common owners from time to time shall, without the permission of the other, make any opening in the wall, but shall at all times ensure that the longitudinal half of the wall built on his or its premises remains laterally supported and kept in repair."
- F. INsofar as the whole of the abovementioned property is concerned and ENTITLED to the benefit of the Servitude referred to in the endorsement dated 4<sup>th</sup> June, 1956 on the said Deed of Transfer No. 7714/1956, which endorsement reads as follows:-

"REGISTRATION OF SERVITUDE

By Notarial Deed No 286/1956 dd 8/3/1956 the remainder of Lot 39 measuring 1243 square meters held under Transfer No 7715/1956 is deprived of the rights relating to a motor garage business contained in condition 10 herein and all such rights are now ceded to the owner and his successors in title of Portion 1 of Lot 39 held hereunder together with certain rights ancillary thereto, as will more fully appear on reference to the said Notarial Deed."

G. ....



- H. SUBJECT FURTHER to the terms of the endorsement dated 7<sup>th</sup> January, 1972 on Deed of Transfer No 30823 dated 10<sup>th</sup> November, 1969, namely:-

"REGISTRATION OF SERVITUDE"

The within described land is subject to a servitude with regard to apportionment of water in terms of an Order of the Water Court (Water Court District CAPE) dated 26.5.71 as will more fully appear in reference to the copy of the said Order hereto. Filed as servitude 15/72."

I. ....

- J. "By Notarial deed of Servitude K109/90 dated 22 November 1989 the within property is subject to a servitude relating to the property not be used for any purpose of carrying on business of a "Caltex Garage" as defined in the notarial deed. The servitude shall be binding on the registered owner of the property and its successors in title or assigns and all occupiers of the within property for a period of twenty (20) years from dated of commencement of certain sales agreement entered into between Grantor and the Grantee, or until an amount of 84 000,00 liters of petrol have been purchased by the Grantor from the Grantee for resale from the premises, whatever is the later date and the duration of which servitude has by Notarial Deed of Servitude No K596/2007S been extended for a further period of 10 years, commencing on the day succeeding the last day of the initial period. As will more fully appear from the said notarial deeds."

2. REMAINDER ERF 1004 WILDERNESS, IN THE MUNICIPALITY AND DIVISION OF GEORGE, PROVINCE OF THE WESTERN CAPE

IN EXTENT 1066 (ONE THOUSAND AND SIXTY SIX) Square metres

FIRST REGISTERED by CERTIFICATE OF CONSOLIDATED TITLE NUMBER T179/1974 with Diagram No. 5724/1973 relating thereto and held by Deed of Transfer Number T71609/2016

**SUBJECT TO THE FOLLOWING CONDITIONS:**

- I. **AS REGARDS** the figure M.w.v.u.E.F.G.H.J.K.L on the Diagram No. 5724/73-
- (a) **SUBJECT** to the conditions referred to in Certificate of uniform Title No. 3819 dated 16<sup>th</sup> March 1954.
- (b) **SUBJECT** to the endorsement dated the 7<sup>th</sup> January 1972 of Deed of Transfer No. 12491/1966 reading as follows:

"Registrasie van Servituut,

Bo



Die binnegemelde grond is onderhewig aan 'n serwituut met betrekking tot verdeling van water in terme van 'n bevel van die Waterhof distrik no Cape gedateer 26/5/71 soos meer volledig sal blyk uit gemelde bevel, waarvan afskrif hieraan geheg is."

- II. **AS REGARDS** the land represented by the figure marked JtH on diagram no. 5724/73 subject to the following special condition contained in Deed of Transfer no. 3818/1954 imposed for the benefit of all purchasers and their successors in title of portions of the properties held by Wilderness (1921) Limited by virtue of deed transfer no. 2059/73, certificates of registered Title Nos. 4119, 4120, 4121 and 4122 dated 1<sup>st</sup> July 1932 and for the benefit of the said Wilderness (1921) Limited and its successors in title of the remainder or remainders, namely:
2. No trade or business of any description may be carried on this lot without the written permission of the seller first had and obtained;
  3. All buildings erected on this lot shall be built of brick, stone or concrete and the ground plan showing the relation of the position of such buildings to the boundaries of the said lot, as well as the elevation plans of such buildings shall be submitted to the seller for its approval in writing before any buildings are commenced.
  4. All walls, fences or hedges or like structures abutting upon any road or pathway shall be of a type approved of by the seller. The seller shall not be liable to continue to the cost of repair thereof, but it may call upon the purchaser to enclose the said Lot. This provision eliminating any contribution by the seller to the costs or repair of any party or diving fence or wall shall not extend to any adjoining lot which the seller may sell or dispose of subsequent to the date hereof, and the purchaser of such lot adjoining the lot hereby sold shall in all respects be subject to the laws governing contributions to such party of dividing fence or walls. The purchaser agrees to observe uniformity in respect of fencing line for all fences that may abut to any road, pathway, open space or property of the seller and to maintain all boundary fences of the said lot in good order and repair. No purchaser shall be entitled to erect any corrugated iron fences or screen upon this lot without the leave of the seller.
  5. The seller retains the right of power to enforce the observance of proper sanitation and cleanliness upon this lot as well as the right to construct, use and maintain across this lot any pipeline for water leading, sewerage or drainage. The purchaser binds himself to conform to all such regulations as seller may hereafter prescribe in regard to matters of public health and sanitation, and the remainder of the seller's estate as The Wilderness.
  6. Seller retains ownership and control of all roads, streets, paths, avenues, lanes, open spaces or reserves shown on the plan of the estate, as well as the right in its discretion to alter, close, deviate or otherwise deal with any such roads, street, paths, avenues, lanes, open spaces or reserves.

B



7. The purchaser of any lot having a frontage on either "The Park" or any other open space reserve, shall be obliged to plant and maintain at a suitable height such live hedge, and/or such trees or shrubs as shall be prescribed by the seller suitable to screen any premises situate on such lot.
8. In respect of any lot situate in Blocks A B C F G L and M, upon the sea front, purchasers shall not cut down or otherwise destroy the natural brush growth on the sea front and so endanger any plot to erosion by the sea or to shifting sands. Sellers reserves the right to prescribe the level at which all buildings shall be placed on such lot or any of them and if called upon to do so by the seller purchasers shall be obliged to plant and maintain suitable turf on any clear or open portions of such Lots to guard against shifting sands.
9. The purchaser agrees to be bound not to clear or destroy the trees and brush on the said lot, without first consulting the seller whose consent to such clearing or destroying shall be necessary but shall not unreasonably interfere with the purchaser's full use and enjoyment of the said lot.
10. Notwithstanding the provisions of Clause 2 above the purchaser shall with seeking the written permission of the seller, be entitled to carry on the said lot of the business of a Motor garage and Service Station, including dealing in, hiring repairing, cleaning, storing and waterhousing of motor vehicles and other conveyances, whether propelled or assisted by means of petrol or other power, and all engines, chassis, bodies and other things used for or in connection with motor vehicles as well as to carry on the business of Motor garage owners and suppliers and dealers in motor accessories of every description, motor fuel and lubricants.

Condition No. 10 abovementioned has been amended by Notarial deed 286/1956 and which amendment is referred to in a servitude endorsement dated 4<sup>th</sup> June, 1956 endorsed on Deed of Transfer No. 7715/1956 which servitude endorsement reads as follows: -

#### "REGISTRATION OF SERVITUDE

By Notarial Deed No. 286/1956 dated 8.3.1956 the remainder of Lot 39 held hereunder is deprived of the rights relating to a motor garage business contained in condition 10 herein and such rights are now ceded to the owner and his successors in title of Portion 1 of Lot 39 measuring 1881 square meters held under Transfer 7714/1956 together with rights ancillary thereto as will more fully appear on reference to the said Notarial Deed."

P



(the terms "seller" and "purchaser" in these conditions shall be deemed to include the successor in title of the said Seller to the remainder of the Freehold land now called Wilderness Estate lot 497 lot H) Barbiers Kraal of the properties held under Certificates of Registered, Consolidated and Amended Title aforementioned, and of "The Park" Part of the said Wilderness Estate, in the Division of George, or assigns of the aforesaid transferee Company).

ENTITLED to the terms of a servitude endorsement dated 4<sup>th</sup> June 1956, endorsed on said Deed of Transfer dated 4<sup>th</sup> June, no 7715 which endorsement reads as follows:-

**"REGISTRATION OF SERVITUDE**

By Notarial Deed of Servitude No 287/1956 the property held hereunder, being the remainder of Lot 39, is entitled to the right of a business of a General Dealer, fresh Produce Dealer and Restaurant Keeper being conducted hereon, together with certain rights ancillary thereto as will more fully appear on reference to the said Notarial Deed."

- III. **AS REGARDS** the land represented by the figure marked DEFGHKLMwvuB on said diagram No. 5724/73 subject to the special conditions referred to in Deed of Transfer No. 6114/1949 imposed for the benefit of all purchasers and their successors in title of portions of the properties held by Wilderness (1921) Limited by virtue of Deed of Transfer No. 2059/23. Certificates of registered Title Nos. 4119, 4120, 4121 and 4122 dated 21<sup>st</sup> July 1932, Certificates of Consolidated Title Nos. 4125, 4126 and 4127 dated 1<sup>st</sup> July 1932 and Certificates of Amended Title No. 8335 dated 21<sup>st</sup> August 1929 and for the benefit of the said Wilderness (1921) Limited and its successors in title of the remainders of the said properties, which conditions are more fully set out in paragraph B with the exception of conditions 3 which reads as follows:

- "3. Unless the permission of the seller be first obtained to any modification of the specification all buildings erected on this lot shall be built of brick, stone or concrete and the ground plan showing the relation of the position of such buildings to the boundaries of the said lot as well as the elevation plans of such shall be submitted to the seller for its approval in writing before any buildings are commenced."

ENTITLED to the conditions of the Servitude Endorsement dated 4<sup>th</sup> June 1956 endorsed on Deed of Transfer No. 771 dated 4<sup>th</sup> June 1956, which endorsement is more fully set out in Conditions B above.

- IV. **AS REGARDS** the figure M.w.v.u.E.F.G.H.J.K.L on the said Diagram No. SG 5724/73-

- (a) **SUBJECT FURTHER** to the following condition mentioned in Certificate of Uniform Title 3819/1954 imposed by the Minister of Lands when granting approval to the issue thereof namely:

This consent is subject only to the following reservation of rights in favour of the State"

"The right to take land and to remove materials for making and repairing public roads."

- (b) **FURTHER SUBJECT** to and entitled to the benefits of the terms of the Servitudes referred to in endorsement dated 4<sup>th</sup> June 1956 on Certificate of Uniform Title No. 3819/54 which endorsement reads as follows:-

"By Deed of Transfer No. 7714/1956 (1) that portion marked ABCDb'c' on Diagram No. 6084/54 annexed thereto shall remain as an open space for the reciprocal benefit of the remainder held hereunder and Portion 2 measuring 1881 square meters thereby conveyed, subject to conditions; (1) that portion marked c'c'o' on the foresaid diagram shall remain as an open space for the reciprocal benefit of the aforesaid Portion 1 and the remainder held hereunder, subject to conditions (3) the wall along the line QNM shown in the inset on diagram 6804/1954 shall be party wall common to the aforesaid Portion 1 and the remainder held hereunder, subject to conditions as will more fully appear on reference thereto."

(Which party wall is indicated by the line m K L on annexed diagram no. 5724/73).

- V. **AS REGARDS** the remainder of figure A.B.C.D.u.v.w.M.N.O.P. on the said Diagram No. SG 5724/73 subject to the conditions referred to in Deed of Transfer No. 3333/1952.

- (a) **FURTHER SUBJECT** to the special condition imposed for the benefit of all purchasers and their successors in title of portions of the properties held by the Wilderness (1921) Limited in Deed of Transfer No 2059/1923, Certificate of Registered Title Nos. 4199, 4120, 4121, and 4122 dated 1<sup>st</sup> July 1932, Certificate of Uniform Title dated 1<sup>st</sup> July 1932, Nos. 4125, 4126, and 4127 and Certificate of Amended Title dated 21<sup>st</sup> August 1929 No. 8335 and for the benefit of the said Wilderness (1921) Limited and its successors in title of the remainder or remains of the said properties namely:-

2. No trade or business of any description may be carried on this lot without the written permission of the seller first had and obtained;
3. All buildings erected on this lot shall be built of brick, stone or concrete and the ground plan showing the relation of this position of such buildings to the boundaries of the said lot, as well as the elevation plans of such buildings shall be submitted to the seller for its approval in writing before any buildings are commenced.



4. All walls, fences or hedges or like structures abutting upon any road or pathway shall be of a type approved of by the seller. The seller shall not be liable to contribute to the cost of any party of dividing fence or wall or to the cost of repair thereof, but it may call upon the purchaser to enclose the said Lot. This provision eliminating any contribution by the seller to the costs or repair of any party or dividing fence or wall shall not extend to any adjoining lot which the seller may sell or dispose of subsequent to the date hereof, and the purchaser of such lot adjoining the lot hereby sold shall in all respects be subject to the laws governing contributions to such party of dividing fences or walls. The purchaser agrees to observe uniformity in respect of fencing line for all fences that may abut on to any road, pathway, open space or property of the seller and to maintain all boundary fences of the said lot in good order and repair. No purchaser shall be entitled to erect any corrugated iron fence or screen upon his lot without the leave of the seller.
5. The seller retains the right of power to enforce the observance of proper sanitation and cleanliness upon this lot as well as the right to construct, use and maintain across this lot any pipeline for water leading, sewerage or drainage. The purchaser binds himself to confirm to all such regulations as seller may hereafter prescribe in regard to matters of public health and sanitation, and the remainder of the seller's estate as The Wilderness.
6. Seller retains ownership and control of all roads, streets, paths, avenues, lanes, open spaces or reserves shown on the plan of the estate, as well as the right in its discretion to alter, close, deviate or otherwise deal with any such roads, street, paths, avenues, lanes, open spaces or reserves.
7. The purchaser of any lot having a frontage on either "The Park" or any other open space reserve, shall be obliged to plant and maintain at a suitable height such live hedge, and/or such trees or shrubs as shall be prescribed by the seller suitable to screen any premises situate on such lot.
8. In respect of any lot situate in Blocks A B C F G L and M, upon the sea front, purchasers shall not cut down or otherwise destroy the natural brush growth on the sea front and so endanger any plot to erosion by the sea or to shifting sands. Sellers reserves the right to prescribe the level at which all buildings shall be placed on such lot or any of them and if called upon to do so by the seller purchasers shall be obliged to plant and maintain suitable turf on any clear or open portions of such Lots to guard against shifting sands.
9. The purchaser agrees to be bound not to clear or destroy the trees and brush on the said lot, without first consulting the seller whose consent to such clearing or destroying shall be necessary but shall not unreasonably interfere with the purchaser's full use and enjoyment of the said lot.

*BP*



10. That no plot shall be occupied as a place of human residence or resort whether by means of buildings thereon or tents or camps erected or placed thereon for any period unless the said lot shall have previously been provided with water flush sanitary accommodation and for the use of persons so residing or resorting upon the said property and which sanitary accommodation shall at all times be maintained in efficient working order by the owner of the Lot.

(the terms "seller" and "purchaser" in these conditions shall be deemed to include the successors in title of the said seller to the remainder of the freehold land called Wilderness Estate (Lot 497, Lot H) Barbiers Kraal of the properties held under Certificate of Registered, Consolidated and Amended Title hereinbefore mentioned and of "The Park" part of the said Wilderness Estate in the Division of George and the assigns of the aforesaid Transferee).

VI. **AS REGARDS** the figure M.W.x.D.E.F.G.H.J.K.L. on said Diagram No. 5724/73

- (a) SUBJECT to the terms of the following endorsement dated 4<sup>th</sup> July 1980 on Deed of Transfer No 25358/78.

"REMAINDER

By Deed of Transfer NO. 22654/1970 dated this day the remainder of the within property, measuring 1588 square meters is subject to the following conditions imposed by the Administrator in terms of Section 9 of ordinance NO. 33/1934, namely:-

1. The owner of this erf shall without compensation be obliged to allow gas mains, electricity, telephone and television cables and/or wires and main and/or other waterpipes and the sewage and drainage including stormwater of any other erf of erven to be conveyed across this erf,, if deemed necessary by the local authority and in such manner and position as may from time tot time be reasonably required this shall include the right of access to the erf at any reasonable time for the purpose of constructing, altering, removing or inspecting any works connected with the above.
2. The owner of this erf shall be obliged, without compensation, to receive such material or permit such excavation on the erf, as may be required to allow use of the full width of the street and provide a safe and proper slope to its bank owing to difference between the levels of the street and finally constructed and the erf, unless he elects to build retaining walls to the satisfaction of and within a period to be determined by the local authority."

(b) .....

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

**DYNARC CAPITAL PROPRIETARY LIMITED**  
**Registration number 2003/018697/07**

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

**TP HENTIQ 6406 PROPRIETARY LIMITED**  
**Registration Number 2011/007418/07**

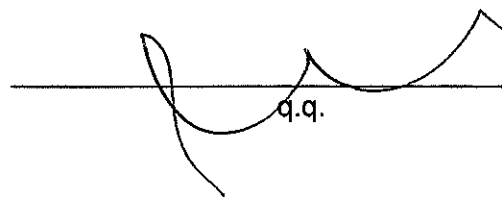
or its Successors in Title or assigns, now is and henceforth shall be entitled thereto, conformably to local custom, the State, however reserving its rights, and finally acknowledging the purchase price to be the sum of R15 500 000,00 (FIFTEEN MILLION FIVE HUNDRED THOUSAND RAND) .

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

THUS DONE and EXECUTED at the Office of the REGISTRAR OF DEEDS at CAPE TOWN on

19 DEC 2017

2018

  
q.q.

In my presence

  
REGISTRAR OF DEEDS





**CONVEYANCER CERTIFICATE**

I, the undersigned

**RONELLE WILKINSON**

In my capacity as conveyancer of Bellville, certify, that a search was conducted in the Deeds Registry, Cape Town, regarding the following property (including both current and earlier title deeds / pivot deeds / deeds of transfer:

**REMAINDER ERF 1004 WILDERNESS  
IN THE MUNICIPALITY AND DIVISION OF GEORGE  
PROVINCE OF THE WESTERN CAPE**

**IN EXTENT: 1 066 (ONE THOUSAND AND SIXTY SIX) Square Metres**

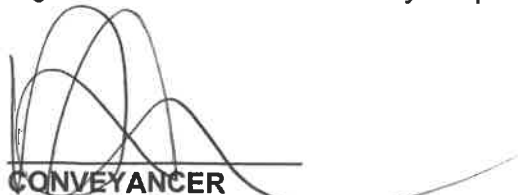
**Held by Deed of Transfer No. T76823/2017**

1.

There are no existing restrictive conditions over abovementioned property prohibiting the following as per the application and Plan No. W/I/200-2:

1. Place of Entertainment in terms of Section 15.(2)(o) in order to operate a bar lounge from the land unit; and
2. The following permanent departures in term of Section 15.(2)(b):
  - 2.1 Departure from Section 45 of the Integrated Zoning Scheme By-Law, as emended, in order to allow an increase of the total width of the property's combined entrance and exit way from 8.0m to  $\pm 21.28\text{m}$ ; and
  - 2.2 Departure from Section 46.(1)(d) of the Integrated Zoning Scheme By-Law, 2023, as amended, in order to permit vehicles to leave the property by reversing across the sidewalk.
3. Place of parking, parking bays.

Signed at Bellville on this 15<sup>th</sup> day of April 2025.

  
**CONVEYANCER  
RONELLE WILKINSON**



16 October 2024

To whom it may concern

**ZONING CERTIFICATE: ERF 1004, WILDERNESS**

The zoning of Erf 1004, Wilderness is:

- **"BUSINESS ZONE I"** in terms of the George Integrated Zoning Scheme By-law, 2023.

Erf 1004, Wilderness may only be used as such and for no other purposes.

Please note:

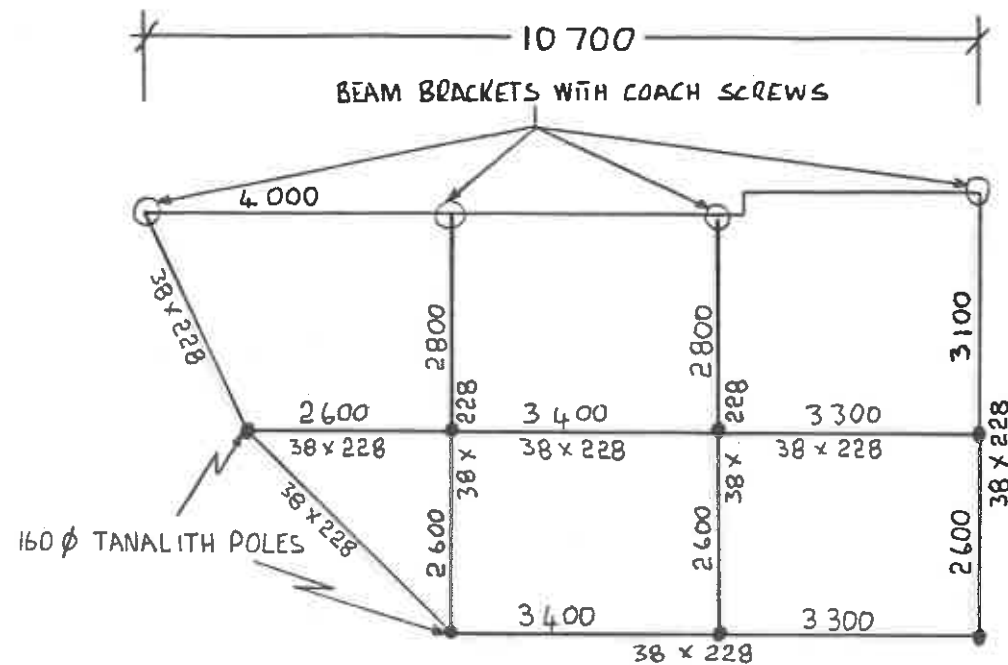
- The above zoning category and land use rights are subject to various development parameters and restrictions contained in the applicable zoning scheme regulations a copy of which is available on request at the Town Planning Office, George Municipality.
- The extract information above primarily states land use rights as reflected in the relevant scheme regulations and doesn't necessarily include reference to all previous land use approvals, restrictions, exclusions or departures. As such, you are therefore required to check the subject property's title deed for any restrictions that might be more onerous and/or records of any other previous approvals, consents, exclusions or departures granted from the zoning scheme regulations.
- Use of the property in accordance with the above specified zoning category does not exempt the owner/occupier from compliance with any other legal statutory requirement which may affect the property.
- This document has no status unless signed by the Senior Manager: Planning and Development or other person exercising sub-delegated powers.

Yours truly,



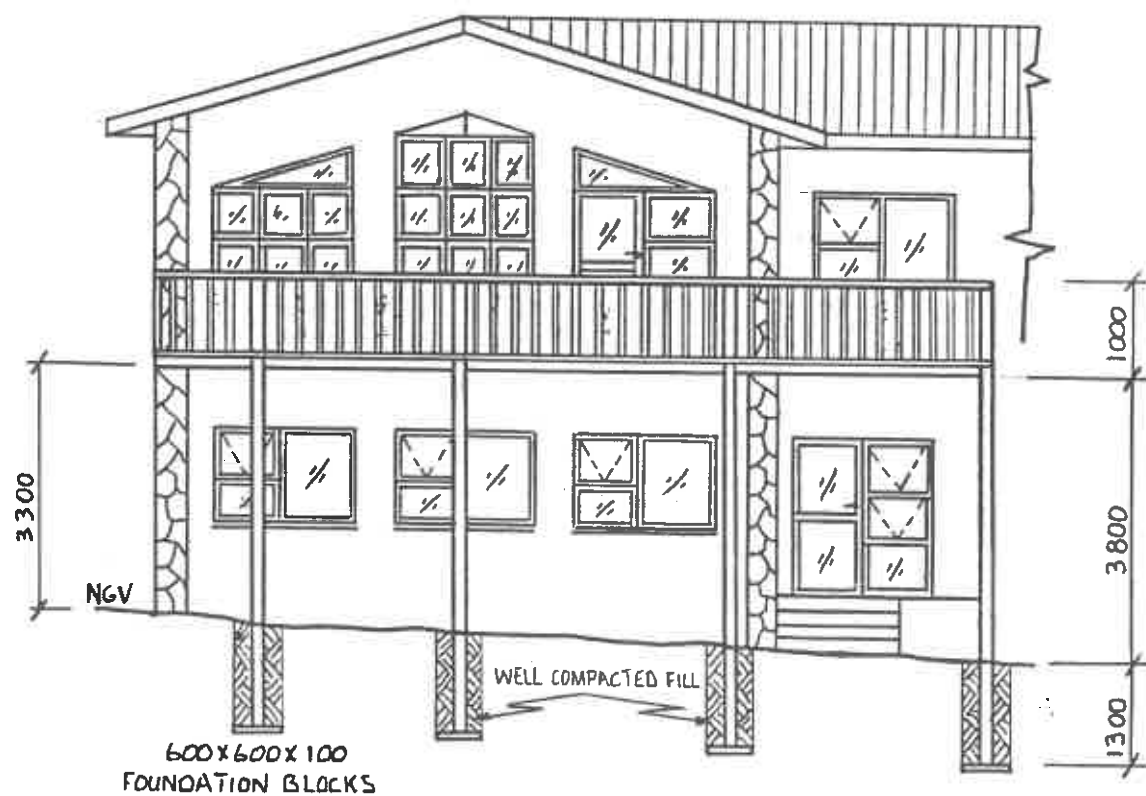
**N. SWANEPOEL**

**SENIOR TOWN PLANNER: HUMAN SETTLEMENTS, PLANNING AND DEVELOPMENT**



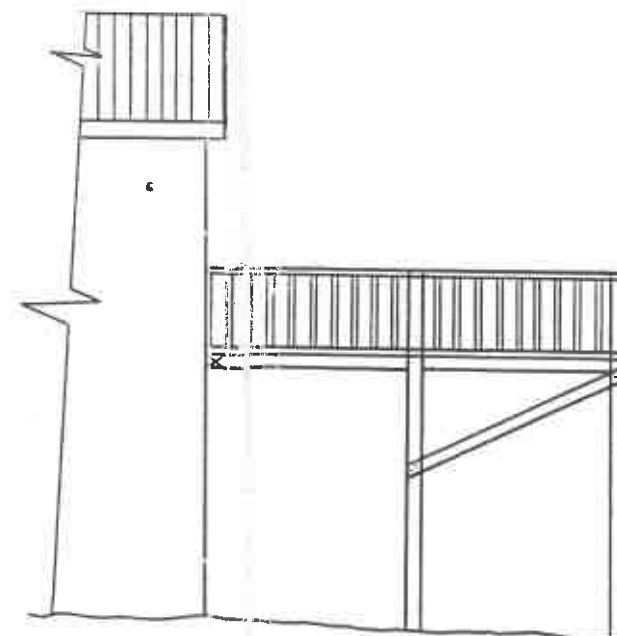
PLAN VIEW 1:100

NB ALL WORK TO BE DONE  
IN ACCORDANCE WITH  
SABS 082 CODE OF  
PRACTICE AND THE NBR'S.



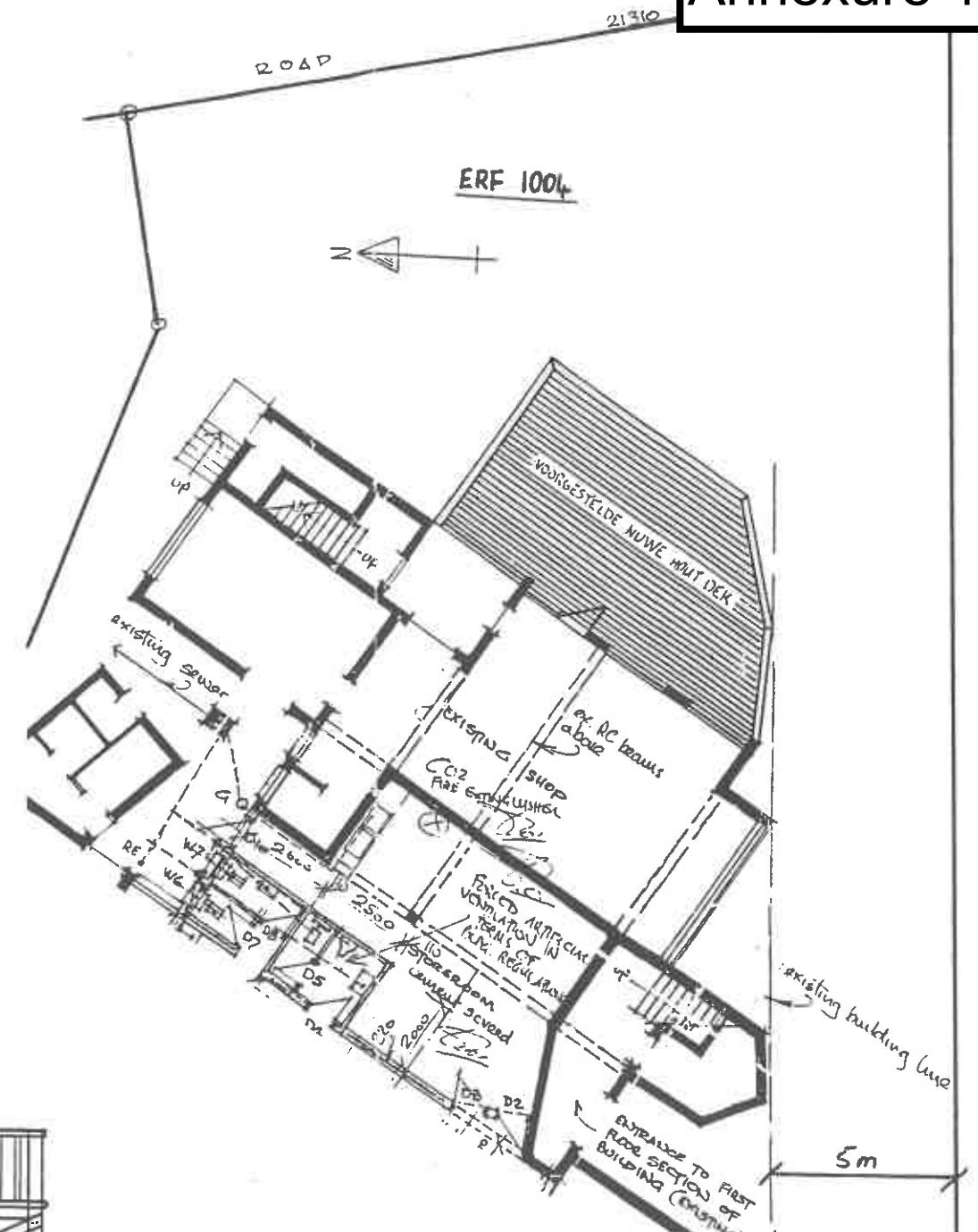
SOUTH EAST ELEVATION

T: 100



SOUT - WEST ELEVATION

1:100



# SITE PLAN

1:00

**NO FINAL INSPECTION  
WILL BE CARRIED OUT  
AFTER 12:00 ON A FRIDAY**

**SUBJECT TO THE NATIONAL BUILDING  
REGULATIONS**

SUBJECT TO THE HEALTH & ROENT  
REGULATIONS.

In accordance with the provision of section 7(1)(b) of the National Building Regulations Act, 1977 the approval hereby granted expires after 12 months: a state of approval unless expiration of the building is commenced within the said period, or unless the said period is extended in writing.

# GEORGE MUNICIPALITY

**DIRECTOR ADMINISTRATION**

**APPROVED**

DATE: 8/12/2001 PLAN NO: 906-240

.....  
 .....

**Bullying Control Officer**

.....  
 .....

PROPOSED NEW TIMBER DECK  
ON ERF 1004, WILDERNESS, FOR  
WILDERNESS MOTORS CC.

**From:** Ricus Fivaz <Jmfivaz@george.gov.za>  
**Sent:** 30 October 2024 08:15 AM  
**To:** Martin Botha; Vanqa Zuko  
**Cc:** ILANE HUYSER; Naudica Swanepoel; neldek@mweb.co.za  
**Subject:** RE: Restant Erf 1004, Wildernis

Thank you, Martin, for your prompt response.

We have informed the developer accordingly.

Regards

**Ricus Fivaz**

Manager: Land development  
Civil Engineering Services  
George Municipality

**Office:** 044 801 9350 (Internal #1573)

**Email:** [jmfivaz@george.gov.za](mailto:jmfivaz@george.gov.za)



---

**From:** Martin Botha <pmbotha@george.gov.za>  
**Sent:** Wednesday, 30 October 2024 08:14  
**To:** Ricus Fivaz <Jmfivaz@george.gov.za>; Vanqa Zuko <zvanqa@george.gov.za>  
**Cc:** ILANE HUYSER <ihuyser@george.gov.za>; Naudica Swanepoel <nswanepoel@george.gov.za>; neldek@mweb.co.za  
**Subject:** RE: Restant Erf 1004, Wildernis

Hi Ricus,

The client must submit a land use application on the Portal, should he wish to proceed with an application.

Kind regards

**Martin Botha (Pr. Pln. A/2518/2017)**

Town Planner

Directorate: Human Settlements, Planning and Development

Office: 044 801 9191  
Internal Ext: x1281  
Email: [pmbotha@george.gov.za](mailto:pmbotha@george.gov.za)



---

**From:** Ricus Fivaz <[jmfivaz@george.gov.za](mailto:jmfivaz@george.gov.za)>  
**Sent:** Wednesday, 30 October 2024 08:12  
**To:** Vanqa Zuko <[zvanqa@george.gov.za](mailto:zvanqa@george.gov.za)>; Martin Botha <[pmbotha@george.gov.za](mailto:pmbotha@george.gov.za)>  
**Cc:** ILANE HUYSER <[ihuyser@george.gov.za](mailto:ihuyser@george.gov.za)>; Naudica Swanepoel <[nswanepoel@george.gov.za](mailto:nswanepoel@george.gov.za)>;  
[neldek@mweb.co.za](mailto:neldek@mweb.co.za)  
**Subject:** RE: Restant Erf 1004, Wildernis

Morning Zuko,

Following our discussion with Mr. Alexander Havenga this morning and in reference to your email, CES confirms that the parking provision for the first floor, requiring seven parking bays, is in order. Based on this confirmation, the application may proceed.

@Martin Botha could you please advise on the next steps in the process to ensure a smooth continuation?

Regards

**Ricus Fivaz**  
Manager: Land development  
Civil Engineering Services  
George Municipality

Office: 044 801 9350 (Internal #1573)  
Email: [jmfivaz@george.gov.za](mailto:jmfivaz@george.gov.za)



---

**From:** Vanqa Zuko <[zvanqa@george.gov.za](mailto:zvanqa@george.gov.za)>

**Sent:** Friday, 25 October 2024 15:27

**To:** Ricus Fivaz <[Jmfivaz@george.gov.za](mailto:Jmfivaz@george.gov.za)>

**Cc:** ILANE HUYSER <[ihuyser@george.gov.za](mailto:ihuyser@george.gov.za)>; Martin Botha <[pmbotha@george.gov.za](mailto:pmbotha@george.gov.za)>; Naudica Swanepoel <[nswanepoel@george.gov.za](mailto:nswanepoel@george.gov.za)>

**Subject:** Re: Restant Erf 1004, Wildernis

Hi Ricus,

As discussed, you mentioned that for us to consider any parking proposal for the development, the developer needs to provide details of all land uses on the property and indicate the required parking for the entire development. The current proposal we received only covers the proposed entertainment venue on the first floor, which the developer claims requires only 7 parking bays.

Attached is the proposed layout we received from the Town Planner handling the application. Please confirm that Civil Engineering Services will not support this application in its current state, as it does not show the parking requirements for the full development.

**Trusting that the above is in order. Should you have any further questions, please don't hesitate contacting me on this email or telephone number 044 801 9349.**

**Kind Regards**

**Zuko E. Vanqa** ( Pr Techni Eng )

Chief Engineering Technician : Traffic & Transport Eng.

Planning, PMU & Support Services

Civil Engineering Services

T 044 801 9349

E [zvanqa@george.gov.za](mailto:zvanqa@george.gov.za)

Internal 1582





71 York Street, George | PO Box 19, George, 6530



044 801 9111



www.george.gov.za



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**From:** Martin Botha <[pmbbotha@george.gov.za](mailto:pmbbotha@george.gov.za)>

**Sent:** Wednesday, 10 July 2024 12:31

**To:** [neldek@mweb.co.za](mailto:neldek@mweb.co.za) <[neldek@mweb.co.za](mailto:neldek@mweb.co.za)>

**Cc:** ILANE HUYSER <[ihuyser@george.gov.za](mailto:ihuyser@george.gov.za)>; Ricus Fivaz <[jmfivaz@george.gov.za](mailto:jmfivaz@george.gov.za)>; Post Collaborator <[post@george.gov.za](mailto:post@george.gov.za)>; Vanqa Zuko <[zvanqa@george.gov.za](mailto:zvanqa@george.gov.za)>

**Subject:** RE: Restant Erf 1004, Wildernis

Hi Alexander,

Jou epos hieronder, verwys.

Ons het die aangeleentheid vanoggend op die voorafaansoek vergadering bespreek.

1. 'n Vergunningsgebruik aansoek (vir die "Place of Entertainment") word benodig indien daar nie 'n goedkeuring op rekord is nie (tans kry ons geen goedkeuring).
2. Parkering moet voorsien word vir die Vergunningsgebruik (op die eiendom of op 'n ander eiendom soos goedgekeur deur die munisipaliteit). Alhoewel daar goedgekeurde bouplanne is, word daar 'n nuwe gebruik voorgestel sonder bouplan goedkeuring (dus moet parkering voorsien word ingevolge die Soneringskema vir die voorgestelde gebruik). Ricus se kommentaar was gebaseer op die aanname dat die gebruik soos goedgekeur op bouplan uitgeoefen sal word en nie verander nie (dan word addisionele parkering nie benodig nie).
3. Ons stel voor dat julle die lewensvatbaarheid van die voorstel met die verkeersingenieur (Zuko Vanqa) bespreek. Zuko het vanoggend bevestig dat die opgradering van die N2, moontlik die voorstel kan beïnvloed.

Kontak my gerus indien jy enige vrae het.

Vriendelike groete

**Martin Botha (Pr. Pln. A/2518/2017)**

Town Planner

Directorate: Human Settlements, Planning and Development

**Office:** 044 801 9191

**Internal Ext:** x1281

**Email:** [pmbbotha@george.gov.za](mailto:pmbbotha@george.gov.za)



71 York Street, George

044 801 9111

gmun@george.gov.za

www.george.gov.za



**From:** Nel & De Kock <[neldek@mweb.co.za](mailto:neldek@mweb.co.za)>

**Sent:** Friday, July 5, 2024 10:14 AM

**To:** Martin Botha <[pmbotha@george.gov.za](mailto:pmbotha@george.gov.za)>

**Subject:** Restant Erf 1004, Wildernis

**Caution:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Goeie môre Martin,

Ons vroeëre telefoniese gesprek t.o.v. Restant Erf 1004, Wildernis, verwys.

Soos genoem tydens ons telefoniese gesprek maak die enigste goedgekeurde bouplan wat ek in die lêers by die Munisipaliteit se bouplanafdeling kon kry voorsiening vir die grondvloer. Ek heg die goedgekeurde bouplan hierby aan.

Voorts het ek verskeie dokumentasie bekom t.o.v. die betrokke erf. Aanhegsel 2 maak voorsiening vir 'n aansoek vir 'n 'Place of Entertainment' wat deur die Munisipaliteit se Beplanningskantoor ondersteun word. Ons was deur die huidige eienaars aangestel om aansoek te doen vir 'n 'Place of Entertainment'. Is daar 'n manier om vas te stel wat die uitkoms was van die aansoek in 2017? Ek vertrou dat indien die aansoek ondersteun was, dit steeds van krag is en dit dan nie nodig is om voort te gaan met die aansoek nie.

Indien nie, sal ons voortgaan met die aansoek. In die terugvoering van ons 'Pre-App' het jul ons versoek om die aansoek met CES te bespreek t.o.v. parking alvorens die aansoek ingedien word. Ricus het my in kennis gestel dat indien daar goedgekeurde bouplanne is, hy gemaklik is met die aansoek om Vergunningsgebruik, aangesien die eienaar reeds goedkeuring gekry het t.o.v. parking. Ek het ook nou uiteindelik as deel van die vergunningsgebruik aansoek van 2017 meegaande goedgekeurde bouplan gedateer 08/12/2001 opgespoor. Indien ons voort moet gaan met die aansoek, is julle gemaklik met lg. goedgekeurde bouplanne en dat ons aansoek nie voorsiening hoef te maak vir 'n afwyking van die parkeervereistes nie?

Jou terugvoering in die verband word hoog op prys gestel.

Vriendelike Groete

Deon Nel

Pr. Pln A/520/1987



Stads- en Streekbeplanners  
Town and Regional Planners

Yorkstraat 56 York Street | Posbus 1186/P.O. Box 1186 | George 6530 | Tel: (044) 874 5207 | Cell: 082 569 2438  
E-pos/E-mail: [neldek@mweb.co.za](mailto:neldek@mweb.co.za)



Planning and Development  
E-mail: town.planning.application@george.gov.za  
Tel: +27 (0)44 801 9477

**LAND USE PLANNING PRE-APPLICATION CONSULTATION FORM****PLEASE NOTE:**

*Pre-application consultation is an advisory session and is required prior to submission of an application for rezoning, consent use, temporary departure and subdivision. It does not in any way pre-empt the outcome of any future application which may be submitted to the Municipality.*

**PART A: PARTICULARS**

Reference number: **3153395**\_\_\_\_\_

Purpose of consultation: **Pre - Application**\_\_\_\_\_

Brief proposal: **Zoning rectification and Consent Use for Rem. Erf 1004, Wilderness.**\_\_\_\_\_

Property(ies) description: **Rem. Erf 1004, Wilderness.**\_\_\_\_\_

Date: **30 April 2024.**\_\_\_\_\_

Attendees:

|                      | Name & Surname    | Organisation                             | Contact Number | E-mail                |
|----------------------|-------------------|--|----------------|-----------------------|
| <b>Official</b>      | Jeanne Muller     | George Mun                               | 044 801 9138   | jmuller@george.gov.za |
|                      | Martin Botha      | George Mun                               | 044 801 9191   | pmbotha@george.gov.za |
| <b>Pre-applicant</b> | Alexander Havenga | Nel & de Kock Town and Regional Planners | 044 874 5207   | neldek@mweb.co.za     |
|                      |                   |  |                |                       |
|                      |                   |  |                |                       |
|                      |                   |  |                |                       |



**Documentation provided for discussion:**

*(Include document reference, document/plan dates and plan numbers where possible and attach to this form)*

- 1. Deed of Transfer No. T76823/2017;**
- 2. Plan No. W/I/200-1, dd. April 2024;**
- 3. SDP by Design 66 indicating the leasable areas on Erf 1004; and**
- 4. Surveyor General Plan No. 5724/73.**

Has pre-application been undertaken for a Land Development application with the Department of Environmental Affairs & Development Planning (DEA&DP)?

|     |    |
|-----|----|
| YES | NO |
|-----|----|

*(If so, please provide a copy of the minutes)*

**Comprehensive overview of proposal:**

**Application is being made for the following:**

- 1. Zoning rectification of Rem. Erf 1004, Wilderness, from Business Zone II to Business Zone I as the land unit was zoned Business in terms of the old Wilderness Zoning Scheme; and**
- 2. Consent Use application for a place of entertainment on Rem. Erf 1004, Wilderness, in terms of Section 15.(2)(o) of the Land Use Planning By-Law of George Municipality, 2023, in order to operate a pub from the land unit.**

## PART C: QUESTIONNAIRES

### SECTION A:

#### DETERMINATION OF APPLICATION TYPES, PRESCRIBED NOTICE AND ADVERTISEMENT PROCEDURES

| Tick if relevant |             | What land use planning applications are required?   | Application fees payable |
|------------------|-------------|---|--------------------------|
|                  | 2(a)        | a rezoning of land;   | R                        |
|                  | 2(b)        | a permanent departure from the development parameters of the zoning scheme;   | R                        |
|                  | 2(c)        | a departure granted on a temporary basis to utilise land for a purpose not permitted in terms of the primary rights of the zoning applicable to the land;   | R                        |
|                  | 2(d)        | a subdivision of land that is not exempted in terms of section 24, including the registration of a servitude or lease agreement;  | R                        |
|                  | 2(e)        | a consolidation of land that is not exempted in terms of section 24;  | R                        |
|                  | 2(f)        | a removal, suspension or amendment of restrictive conditions in respect of a land unit;   | R                        |
|                  | 2(g)        | a permission required in terms of the zoning scheme;  | R                        |
|                  | 2(h)        | an amendment, deletion or imposition of conditions in respect of an existing approval;  | R                        |
|                  | 2(i)        | an extension of the validity period of an approval;   | R                        |
|                  | 2(j)        | an approval of an overlay zone as contemplated in the zoning scheme;  | R                        |
|                  | 2(k)        | an amendment or cancellation of an approved subdivision plan or part thereof, including a general plan or diagram;  | R                        |
|                  | 2(l)        | a permission required in terms of a condition of approval;  | R                        |
|                  | 2(m)        | A determination of a zoning;  | R                        |
|                  | 2(n)        | A closure of a public place or part thereof;  | R                        |
| <b>X</b>         | <b>2(o)</b> | <b>a consent use contemplated in the zoning scheme;</b>   | <b>R7 450</b>            |
|                  | 2(p)        | an occasional use of land;  | R                        |
|                  | 2(q)        | to disestablish a home owner's association;   | R                        |
|                  | 2(r)        | to rectify a failure by a home owner's association to meet its obligations in respect of the control over or maintenance of services;   | R                        |
|                  | 2(s)        | a permission required for the reconstruction of an existing building that constitutes a non-conforming use that is destroyed or damaged to the extent that it is necessary to demolish a substantial part of the building | R                        |
| Tick if relevant |             | What prescribed notice and advertisement procedures will be required?   | Advertising fees payable |
| Y                | N           | Serving of notices (i.e. registered letters etc.)   | R                        |
| Y                | N           | Publication of notices (i.e. Provincial Gazette, Local Newspaper(s) etc.)   | R                        |
| Y                | N           | Additional publication of notices (i.e. Site notice, public meeting, local radio, website,  | R                        |

|   |   |  |  |
|---|---|--|--|
|   |   | letters of consent etc.)                               |  |
| Y   | N | Placing of final notice (i.e. Provincial Gazette etc.) | R  |
| <b>TOTAL APPLICATION FEE* (VAT excluded):</b> |   |  | <b>TBC following submission of application</b> |

**PLEASE NOTE:** \* Application fees are estimated on the information discussed and are subject to change with submission of the formal application and/or yearly application fee increase.

#### **SECTION B:**

##### **PROVISIONS IN TERMS OF THE RELEVANT PLANNING LEGISLATION / POLICIES / GUIDELINES**

| <b>QUESTIONS REGARDING PLANNING POLICY CONTEXT</b>   | <b>YES</b> | <b>NO</b> | <b>TO BE DETERMINED</b> | <b>COMMENT</b>   |
|--|------------|-----------|-------------------------|--|
| Is any Municipal Integrated Development Plan (IDP)/Spatial Development Framework (SDF) and/or any other Municipal policies/guidelines applicable? If yes, is the proposal in line with the aforementioned documentation/plans?   |            |           | X                       | Please motivate  |
| Any applicable restrictive condition(s) prohibiting the proposal? If yes, is/are the condition(s) in favour of a third party(ies)? [List condition numbers and third party(ies)]   |            |           | X                       | A conveyancer Certificate will be prepared and submitted with the application. |
| Any other Municipal by-law that may be relevant to application? (If yes, specify)  |            |           | X                       |  |
| <b>Zoning Scheme Regulation considerations:</b><br>Which zoning scheme regulations apply to this site?<br><b>Shop</b> _____<br>What is the current zoning of the property?<br><b>Business Zone II</b> _____<br>What is the proposed zoning of the property?<br><b>Business Zone I</b> _____<br>Does the proposal fall within the provisions/parameters of the zoning scheme?<br><b>Yes</b> _____<br>Are additional applications required to deviate from the zoning scheme? (if yes, specify)<br><b>No</b> _____ |            |           |                         |  |

| <b>QUESTIONS REGARDING OTHER PLANNING CONSIDERATIONS</b> | <b>YES</b> | <b>NO</b> | <b>TO BE DETERMINED</b> | <b>COMMENT</b> |
|--|------------|-----------|-------------------------|----------------|
|--|------------|-----------|-------------------------|----------------|

|  |  |  |          |  |
|--|--|--|----------|--|
| Is the proposal in line with the Provincial Spatial Development Framework (PSDF) and/or any other Provincial bylaws/policies/guidelines/documents? |  |  | <b>X</b> |  |
| Are any regional/district spatial plans relevant? If yes, is the proposal in line with the document/plans?   |  |  | <b>X</b> |  |

**SECTION C:**

**CONSENT / COMMENT REQUIRED FROM OTHER ORGANS OF STATE**

| <b>QUESTIONS REGARDING CONSENT / COMMENT REQUIRED</b>   | <b>YES</b> | <b>NO</b> | <b>TO BE DETERMINED</b> | <b>OBTAIN APPROVAL / CONSENT / COMMENT FROM:</b>  |
|---|------------|-----------|-------------------------|---|
| Is/was the property(ies) utilised for agricultural purposes?  |            | <b>X</b>  |                         | Western Cape Provincial Department of Agriculture   |
| Will the proposal require approval in terms of Subdivision of Agricultural Land Act, 1970 (Act 70 of 1970)?   |            | <b>X</b>  |                         | National Department of Agriculture  |
| Will the proposal trigger a listed activity in terms of National Environmental Management Act, 1998 (Act 107 of 1998) (NEMA)?   |            | <b>X</b>  |                         | Western Cape Provincial Department of Environmental Affairs & Development Planning (DEA&DP) |
| Will the proposal require authorisation in terms of Specific Environmental Management Act(s) (SEMA)? (National Environmental Management: Protected Areas Act, 2003 (Act 57 of 2003) (NEM:PAA) / National Environmental Management: Biodiversity Act, 2004 (Act 10 of 2004) (NEM:BA) / National Environmental Management: Air Quality Act, 2004 (Act 39 of 2004) (NEM:AQA) / National Environmental Management: Integrated Coastal Management Act, 2008 (Act 24 of 2008) (NEM:ICM) / National Environmental Management: Waste Act, 2008 (Act 59 of 2008) (NEM:WA)<br>( <del>strikethrough irrelevant</del> ) |            | <b>X</b>  |                         | National Department of Environmental Affairs (DEA) & DEA&DP                                 |
| Will the proposal require authorisation in terms of the National Water Act, 1998 (Act 36 of 1998)?  |            | <b>X</b>  |                         | National Department of Water & Sanitation (DWS)   |
| Will the proposal trigger a listed activity in terms of the National Heritage Resources Act, 1999 (Act 25 of 1999)?   |            | <b>X</b>  |                         | South African Heritage Resources Agency (SAHRA) & Heritage Western Cape (HWC)               |
| Will the proposal have an impact on any National or Provincial roads?   |            |           | <b>X</b>                | National Department of Transport / South  |

| QUESTIONS REGARDING CONSENT / COMMENT REQUIRED   | YES | NO | TO BE DETERMINED | OBTAIN APPROVAL / CONSENT / COMMENT FROM:  |
|--|-----|----|------------------|--|
|  |     |    |                  | Africa National Roads Agency Ltd. (SANRAL) & Western Cape Provincial Department of Transport and Public Works (DTPW)               |
| Will the proposal trigger a listed activity in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993): Major Hazard Installations Regulations  |     | X  |                  | National Department of Labour (DL)   |
| Will the proposal affect any Eskom owned land and/or servitudes?   |     | X  |                  | Eskom  |
| Will the proposal affect any Telkom owned land and/or servitudes?  |     | X  |                  | Telkom   |
| Will the proposal affect any Transnet owned land and/or servitudes?  |     | X  |                  | Transnet   |
| Is the property subject to a land / restitution claims?  |     | X  |                  | National Department of Rural Development & Land Reform   |
| Will the proposal require comments from SANParks and/or CapeNature?  |     | X  |                  | SANParks / CapeNature  |
| Will the proposal require comments from DEFF?  |     | X  |                  | Department of Environment, Forestry and Fishery  |
| Is the property subject to any existing mineral rights?  |     | X  |                  | National Department of Mineral Resources   |
| Does the proposal lead to densification to such an extent that the number of schools, healthcare facilities, libraries, safety services, etc. In the area may be impacted on?<br>( <del>strikethrough irrelevant</del> ) |     | X  |                  | Western Cape Provincial Departments of Cultural Affairs & Sport (DCAS), Education, Social Development, Health and Community Safety |

#### **SECTION D:**

#### **SERVICE REQUIREMENTS**

| DOES THE PROPOSAL REQUIRE THE FOLLOWING ADDITIONAL INFRASTRUCTURE / SERVICES? | YES | NO | TO BE DETERMINED | OBTAIN COMMENT FROM:<br>(list internal department) |
|---|-----|----|------------------|--|
| Electricity supply:   |     |    | X                | Directorate: Electro-technical Services            |
| Water supply:   |     |    |                  | Directorate: Civil                                 |

|  |  |  |   |   |
|--|--|--|---|---|
|  |  |  |   | Engineering Services                    |
| Sewerage and waste water:                |  |  | X | Directorate: Civil Engineering Services |
| Stormwater:                              |  |  | X | Directorate: Civil Engineering Services |
| Road network:                            |  |  | X | Directorate: Civil Engineering Services |
| Telecommunication services:              |  |  | X |   |
| Other services required? Please specify. |  |  | X |   |
| Development charges:                     |  |  | X |   |

**PART D: COPIES OF PLANS / DOCUMENTS TO BE SUBMITTED AS PART OF THE APPLICATION**

| COMPULSORY INFORMATION REQUIRED:     |   |  |  |   |   |   |
|--------------------------------------|---|--|--|---|---|---|
| Y                                    | N | Power of Attorney / Owner's consent if applicant is not owner (if applicable)  |  | Y | N | S.G. noting sheet extract / Erf diagram / General Plan  |
| Y                                    | N | Motivation report / letter   |  | Y | N | Full copy of the Title Deed                             |
| Y                                    | N | Locality Plan  |  | Y | N | Site Layout Plan  |
| Y                                    | N | Proof of payment of fees   |  | Y | N | Bondholder's consent                                    |
|                                      |   |  |  |   |   |   |
| MINIMUM AND ADDITIONAL REQUIREMENTS: |   |  |  |   |   |   |
| Y                                    | N | Site Development Plan  |  | Y | N | Conveyancer's Certificate                               |
| Y                                    | N | Land Use Plan  |  | Y | N | Proposed Zoning plan                                    |
| Y                                    | N | Phasing Plan   |  | Y | N | Consolidation Plan                                      |
| Y                                    | N | Abutting owner's consent   |  | Y | N | Landscaping / Tree Plan                                 |
| Y                                    | N | Proposed Subdivision Plan (including street names and numbers)   |  | Y | N | Copy of original approval letter                        |
| Y                                    | N | Services Report or indication of all municipal services / registered servitudes  |  | Y | N | Home Owners' Association consent                        |
| Y                                    | N | Copy of Environmental Impact Assessment (EIA) / Heritage Impact Assessment (HIA) / Traffic Impact Assessment (TIA) / Traffic Impact Statement (TIS) / Major Hazard Impact Assessment (MHIA) / Environmental Authorisation (EA) / Record of Decision (ROD)<br><del>(strikethrough irrelevant)</del> |  | Y | N | 1 : 50 / 1:100 Flood line determination (plan / report) |
| Y                                    | N | Other (specify)  |  | Y | N | Required number of documentation copies                 |

## PART E: DISCUSSION

### Town Planning:

The attached documents were discussed:

- Following investigation of historic documents, it was confirmed that Erf 1004, Wilderness was zoned Business Zone in terms of the Wilderness Town Planning Scheme Regulations. The zoning transition/conversion of the site to Business Zone II was therefore incorrectly applied (refer transition tables in the Zoning Scheme, 2023). In this regard, it is advised that the owner submits a Zoning Rectification application to allow for a Business Zone I use in terms of the George Integrated Zoning Scheme By-law (2023).
- An application will also be required for a Consent Use, to accommodate a Place of Entertainment.
- The application must be motivated in terms of the relevant legislation (MSDF 2023, LSDF 2012, PSDF 2013, SPLUMA 2013, LUPA 2014 etc.).
- The standard public participation requirements will apply.
- It is advised to discuss and obtain comments from the Directorate Civil Engineering Services w.r.t parking, prior to the submission of the land use application.

## PART F: SUMMARY / WAY FORWARD

See Part E above.

OFFICIAL: Martin Botha

(FULL NAME)



SIGNED: \_\_\_\_\_

PRE-APPLICANT: Alexander Havenga

(FULL NAME)



SIGNED: \_\_\_\_\_

DATE: 14/05/2024

DATE: 30 April 2024

OFFICIAL: Jeanne Muller  
(FULL NAME)

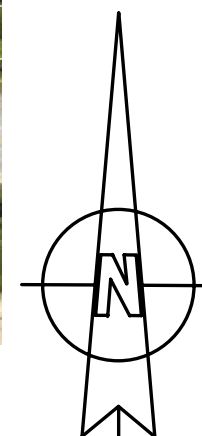


SIGNED: \_\_\_\_\_

DATE: 14/05/2024

*\*Please note that the above comments are subject to the documents and information available to us at the time of the pre-application meeting and we reserve our rights to elaborate on this matter further and/or request more information/documents should it deemed necessary.*





Zoning Rectification and Consent Use: Rem. Erf 1004, Wilderness, in terms of Section 15 of the Land Use Planning By-Law of George Municipality, 2023

**Application is being made for the following:**

1. Zoning rectification for Rem. Erf 1004, Wilderness, from Business Zone II to Business Zone I; and
2. Consent Use for place of entertainment on Rem. Erf 1004, Wilderness, in terms of Section 15.(2)(c) of the Land Use Planning By-Law of George Municipality, 2023 in order to operate a pub from the land unit.

**Remark:**

1. The property was zoned Business in terms of the old Wilderness Zoning Scheme and according to the transitional tables in the George Integrated Zoning Scheme the zoning should be Business Zone I and not Business Zone II, hence the request for zoning rectification.
2. The consent use as applied for is applicable to the Cocktail Bar on the first floor of the building on Rem. Erf 1004 as illustrated on the attached SDP by Design66, Drawing No.101, Rev. Sa.
3. Approval of this application will not lead to additional construction.

Remainder ERF 1004, WILDERNESS

**neldek & co** Stads - en Streekbeplanners  
Town and Regional Planners  
Yorkstraat 56 York Street Tel: (044) 874 5207  
Posbus 1186 / P.O. Box 1186 Fax: (044) 873 6354  
George 6530 E-pos / E-mail: neldek@mwweb.co.za

SKAAL 1:2000 (A4) SCALE

|                |      |            |           |
|----------------|------|------------|-----------|
| BEPLAN PLANNED | D.N. | PLAN NO    | W/I/200-1 |
| GETEKEN DRAWN  | A.H. |            |           |
| DATUM DATE     |      | April 2024 |           |

KOPIEREG VOORBEHOU / COPYRIGHT RESERVED



| Tenants on erf 1044 only |                   | Leasable Area on erf 1044 only |
|--------------------------|-------------------|--------------------------------|
| <div></div>              | Hardware Store    | 170.23m²                       |
| <div></div>              | Convenience Store | 160.53m²                       |
| <div></div>              | Restaurant        | 273.6m²                        |
| <div></div>              | Cocktail Bar      | 173.97m²                       |
| Total                    |                   | 784.33m²                       |

Erf 1009

Erf 165

Leila's Lane

Plans are for illustration  
Purposes only  
and are not to scale

Erf 1004  
Area:1 066.04m²

Erf 2533

Ground Floor NTS

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**ACTS OF PARLIAMENT**  
All Contractors shall ensure that, before any work is put in hand, they comply with all the necessary Acts of Parliament of the Republic of South Africa.

**GENERAL NOTES:**  
- ALL WORK TO COMPLY WITH NATIONAL BUILDING REGULATIONS SANS 10400. NO MEASUREMENTS TO BE SCALED.  
- ALL LEVELS AND DIMENSIONS TO BE VERIFIED ON SITE.  
- ANY DISCREPANCIES MUST BE BROUGHT TO THE ATTENTION OF THE ARCHITECT / DESIGNER IMMEDIATELY.  
- READ DRAWINGS IN CONJUNCTION WITH ENGINEER'S DETAIL.  
- ALL REINFORCED CONCRETE WORK TO BE ACCORDING TO STRUCTURAL ENGINEER'S DESIGN AND DETAIL.  
- THE BUILDING OWNER IS RESPONSIBLE FOR ENSURING THAT THEIR PROJECT IS SANS COMPLIANT AND SIGNED OFF BY A QUALIFIED ENGINEER.

**STAIRS AND RAILING:**  
A NON COMPLIANT BALUSTRADE IS A SAFETY RISK. ENSURE THE BALUSTRADE SYSTEM IS INSTALLED CORRECTLY.  
**SANS 10400 Part B, Part D and Part M, SANS 10100-2:2011.**  
Steps and risers as shown. Risers as indicated on drawing and run as indicated on drawing. minimum balustrade height: 1000mm. Opening between rails and / or droppers not to exceed 100mm. Any balustrade or wall provided to protect a change in level shall comply with the requirements of SANS 10400-8.

**FIRE PROTECTION: SANS 10400 Part T:**  
The requirements of the Act will be deemed to have been satisfied if the design, construction and equipment of buildings complies with SANS 10400 Part T and satisfies the local authority.

**STORM WATER: SANS 10400 Part R:**  
The owner of any site shall provide suitable means for the control and disposal of accumulated stormwater which may run off from any earthworks, building or paving. CONTRACTOR MUST ENSURE THAT STORM WATER DOES NOT DAMAGE EXISTING BUILDING WORK OR NEIGHBOURING PROPERTIES DURING CONSTRUCTION AND THAT STORMWATER DRAINAGE IS SUFFICIENT.

**PLUMBING & SEWER: SANS 10400 Part P**  
Existing sewer presumed to be according to previous approval. Not visible for inspection by Arch Technologist. All sanitary appliances to be supplied with anti-siphon traps and/or vented according to NBR requirements. -ie's at all bends, connections and changes of gradient with market covers on ground level. Sufficient access panels to be installed in all shafts over ie's, all sanitary pipes to be accessible. Sewage pipes under floors or buildings not to change direction and must be encased in 100mm concrete.

**RAINWATER DISPOSAL:**  
Provide 1m paving around building with fall away from structure where practical. GUTTERS & DOWN PIPES TO BE INSTALLED WHERE PRACTICAL. Vis highly recommended installing as many rainwater tanks as practically possible.

**SITE PREPARATION:**  
Remove top-soil and organic material within interior footprint of building and paving. Above material not to be used as backfill. Keep site dry. Stockpile top-soil and re-use where possible.

**FOUNDATION: SANS 10400 Part H:**  
All foundations: concrete strip foundations unless specified. Concrete minimum 15MPa after 28 days.

**FILLING: SANS 10400 Part J (JJ2.3):**  
Backfill to be compacted in layers not more than 150mm layers to minimum. Compact to min. 98% MDD. AASHTO or otherwise as specified by Engineer.

**SURFACE BEDS:**  
Minimum 100mm thick 15MPa on DPC. Expansion joints to be provided 20m max.

**WATERPROOFING: SANS 10400 Part JUJ3 and Sec. K(KK15):**  
Provide 250 micron USB DPC underneath all surface beds and 375 micron Black DPC in walls with min. 100mm overlap at joints. Provide "Brikgrip" DPC underneath all window sills. All joints according to specifications.

**BRICKWORK: SANS 10400 Part K:**  
Brickwork in stretching bond with minimum joint thickness of 10mm. Interior walls minimum 110mm thick. Brick as indicated. Stock bricks to be kept clean of mortar. Provide brickforce in each layer for foundation walls. (5 layers minimum), each layer above windows and doors and at 4 course intervals. Use alternate layer of 75mm brickforce and butterfly tie-wires for all other 230mm brickwork. Use 75mm brickforce in each course every 4 layers for 110mm and 220mm brick walls.

**PLASTER WORK:**  
One layer plaster minimum 12mm thick.

**ROOF:**  
Construction & Material to comply with SANS 10400 Part L and SANS 1900:2009

**GLAZING:**  
SANS 10400 Part N, SABS 0137-200, SABS 1263: Clear Glass unless specified. Mark all sliding doors visible. SAFETY GLASS IN ALL DOORS AND WINDOWS LOWER THAN 300mm FROM GROUND LEVEL AND LARGER THAN 1 m².

**SKIRTING AND CORNICING:**  
Skirting & cornicing where required as specified.

**GEYSERS: SABS 0254**  
With drip-tray.


**SPACE HEATING & CHIMNEYS:**  
To comply with SANS 10400: Part V.

**Signatures:**  
Professional: \_\_\_\_\_ Date: .. 30/04/2024 ..  
Client: \_\_\_\_\_ Date: .. 30/04/2024 ..


**Design Studio:**  

**DESIGN 6IXTY 6IX**  
ARCHITECTURE

**Design66 (PTY) Ltd**  
Adriaan J Schutte  
Professional Senior  
Architectural Technologist  
**REGISTERED:**  
S.A.C.A.P - PSAT 0503  
S.A.I.A.T - 32700



**PROFESSIONAL SENIOR ARCHITECTURAL TECHNOLOGIST**  
**ADRIAAN JOHANNES JACOBUS SCHUTTE**  
12:56 PM (Africa/Johannesburg) on 08 May 2025



**Client:**  
**Mr. Damion Swann**  
  
#Client Address1, #Client Address2, #Client City,  
#Client Country      Mobile: +27 00 000 0000

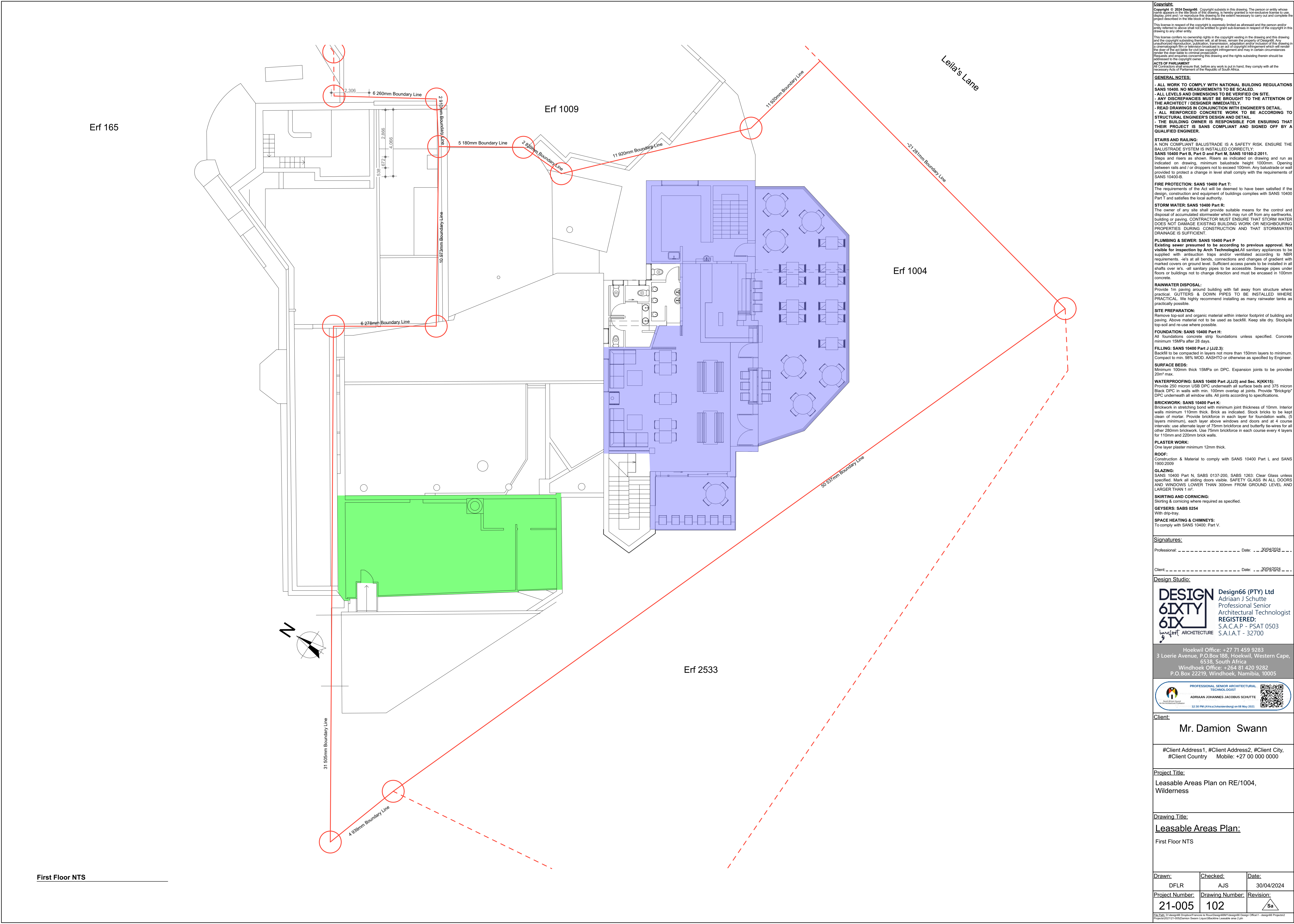
**Project Title:**  
Leasable Areas Plan on RE/1004, Wilderness

**Drawing Title:**  
Leasable Areas Plan:  
Ground Floor NTS

|   |                                      |   |
|---|--------------------------------------|---|
| <b>Drawn:</b><br>DFLR                   | <b>Checked:</b><br>AJS               | <b>Date:</b><br>30/04/2024                              |
| <b>Project Number:</b><br><b>21-005</b> | <b>Drawing Number:</b><br><b>101</b> | <b>Revision:</b><br><div><div></div><div>Sa</div></div> |

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Project:2023\21-005\Damion Swann Layout\Blackline Leasable area 2.dwg





First Floor NTS

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**FILLING: SANS 10400 Part J (JJ2.3):**  
Backfill to be compacted in layers not more than 150mm layers to minimum. Compact to min. 98% MDD. AASHTO or otherwise as specified by Engineer.

**SURFACE BEDS:**  
Minimum 100mm thick 15MPa on DPC. Expansion joints to be provided 20m<sup>2</sup> max.

**WATERPROOFING: SANS 10400 Part JJ(JJ3) and Sec. K(KK15):**  
Provide 250 micron USB DPC underneath all surface beds and 375 micron Black DPC in walls with min. 100mm overlap at joints. Provide "Brickgrip" DPC underneath all window sills. All joints according to specifications.

**BRICKWORK: SANS 10400 Part K:**  
Brickwork in stretching bond with minimum joint thickness of 10mm. Interior walls minimum 110mm thick. Brick as indicated. Stock bricks to be kept clean of mortar. Provide brickforce in each layer for foundation walls. (5 layers minimum), each layer above windows and doors and at 4 course intervals. Use alternate layer of 75mm brickforce and butterfly tie-wires for all other 280mm brickwork. Use 75mm brickforce in each course every 4 layers for 110mm and 220mm brick walls.

**PLASTER WORK:**  
One layer plaster minimum 12mm thick.

**ROOF:**  
Construction & Material to comply with SANS 10400 Part L and SANS 1900:2009

**GLAZING:**  
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**SKIRTING AND CORNICING:**  
Skirting & cornicing where required as specified.

**GEYSERS: SABS 0254**  
With drip-tray.

**SPACE HEATING & CHIMNEYS:**  
To comply with SANS 10400: Part V.

**Signatures:**  
Professional: \_\_\_\_\_ Date: \_\_\_\_30/04/2024\_\_\_\_  
Client: \_\_\_\_\_ Date: \_\_\_\_30/04/2024\_\_\_\_

**Design Studio:**  

**DESIGN 6IXTY 6IX**  
ARCHITECTURE

**Design66 (PTY) Ltd**  
Adriaan J Schutte  
Professional Senior  
Architectural Technologist  
**REGISTERED:**  
S.A.C.A.P - PSAT 0503  
S.A.I.A.T - 32700

Hoekwil Office: +27 71 459 9283  
3 Lorie Avenue, P.O.Box 188, Hoekwil, Western Cape,  
6538, South Africa  
Windhoek Office: +264 61 420 9282  
P.O.Box 22219, Windhoek, Namibia, 10005

**Client:**  
**Mr. Damion Swann**

#Client Address1, #Client Address2, #Client City,  
#Client Country Mobile: +27 00 000 0000

**Project Title:**  
Leasable Areas Plan on RE/1004,  
Wilderness

**Drawing Title:**  
Leasable Areas Plan:  
First Floor NTS

|                                  |                               |                            |
|----------------------------------|-------------------------------|----------------------------|
| <b>Drawn:</b><br>DFLR            | <b>Checked:</b><br>AJS        | <b>Date:</b><br>30/04/2024 |
| <b>Project Number:</b><br>21-005 | <b>Drawing Number:</b><br>102 | <b>Revision:</b><br>       |

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Project2021\21-005\Damion Swann Layout\Blackline Leasable area 2.dwg

| SIDES<br>Metres | ANGLES OF<br>DIRECTION | Y   | CO-ORDINATES<br>System | X |
|-----------------|------------------------|-----|------------------------|---|
| AB 18.89        | 77.41.10               | A   |                        |   |
| BC 15.74        | 116.46.10              | B   |                        |   |
| CD 32.05        | 173.25.30              | C   |                        |   |
| DE 3.78         | 140.12.30              | D   |                        |   |
| EF 50.18        | 141.18.00              | E   |                        |   |
| FG 10.62        | 44.24.20               | F   |                        |   |
| GH 12.08        | 233.38.30              | G   |                        |   |
| HJ              | 244.45.10              | H   |                        |   |
| JK              |                        | I   |                        |   |
| KL              |                        | J   |                        |   |
| LM              |                        | K   |                        |   |
| MN 2.91         | 269.17.30              | L   |                        |   |
| NO 6.26         | 90.46.30               | M   |                        |   |
| OP 2.69         | 215.27.40              | N   |                        |   |
| PA 12.15        | 180.00.00              | O   |                        |   |
| QA 19.45        |                        | P   |                        |   |
|                 |                        | HAQ |                        |   |

- Figure M.V.V.N.E.F.G.H.J.K.L. representing the Remaining extent of Erf 164, WILDERNESS.  
Diag. No. 7128/1951; C.U.T.No. 1954.77.3819.
- Figure A.B.C.D.U.V.W.M.N.O.P. representing Erf 166, WILDERNESS.  
D/T No. 1952.67.3333

The figure A.B.C.D.E.F.G.H.J.K.L.M.N.O.P.

represents 2 104 Square Metres

of land, being

ERF 1004, WILDERNESS and comprises 1-2 above.

situate in the Local Area of Wilderness  
of GEORGE.  
Administrative District  
Province of Cape of Good Hope.

Compiled in JUNE, 1973.

by me.

*[Signature]*

|                            |  |  |                       |                   |  |
|----------------------------|--|--|-----------------------|-------------------|--|
| This diagram is annexed to |  | The original diagrams are as quoted above. |                       | File No. S.8692/6 |  |
| No. CCZ 179/74             |  | No. annexed to                             | No. S.R. No. Compiled | S.R. No. Compiled |  |
| dated                      |  | Transfer/Grant                             | No. 31-500/543 (1757) |                   |  |
| info.                      |  | No.  |                       |                   |  |
| Registrar of Deeds         |  | Land Surveyor                              |                       |                   |  |

FOR ENDORSEMENTS  
SEE BACK OF DIAGRAM

### Beacons.

- A. Piece of iron fencing standard 610mm. long.  
B.C.H. Pieces of iron fencing standard.  
D. Iron peg, 12mm. dia., hammered into cement drain.  
M.N.O.P.Q. Iron pegs 460mm. long and 12mm. dia.

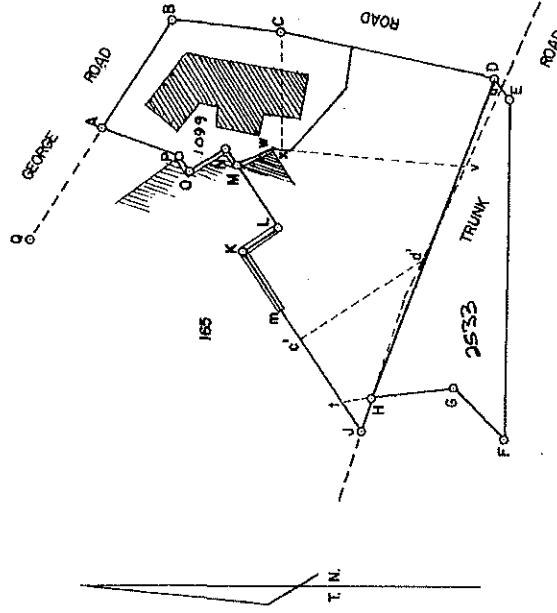
S.G. No.

5724/73

Approved

*[Signature]*  
Surveyor-General

M. 8. 73.



### Servitudes.

- The broken line lettered c'd' represents a line parallel to and 5.57m. from front wall 'a' of Building, as shown on dgm. 6804/54 of Erf 165 Wilderness, D/T.1956.155.7714.
- The line mKL represents a party wall.  
Vide dgm. 6804/54 of Erf 165 Wilderness, D/T.1956.155.7714.

Scale: 1 : 750.

B

THE FOLLOWING DEDUCTIONS HAVE BEEN MADE FROM THIS DIAGRAM

| SURVEY<br>RECORD | DIAGRAM<br>NO. | SUBDIVISION | AREA<br>HA./SQ. M. | TRANSFER<br>NO. | INITIALED          | REMR. |
|------------------|----------------|-------------|--------------------|-----------------|--------------------|-------|
| E 250/79         | 3320/79        | Erf 1099    | 516                | 22654/80        | <i>[Signature]</i> |       |
| 533/2006         | 1130/2006      | Erf 2533    | 522 Sq. m.         | 67436/2008      | <i>[Signature]</i> |       |
|                  |                |             |                    |                 |                    |       |

Stadler & Swart



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PER GEREGISTREERDE POS

Our ref: WHK/Ronel 28856  
Your ref: MONIQUE  
Datum: 27 February 2018  
Email: [ronel@stadlers.co.za](mailto:ronel@stadlers.co.za)

Geagte Meneer/Mevrou

**TRANSPORT : DYNARC CAPITAL PTY LTD / TP HENTIQ 6406 PTY LTD  
RESTANT ERF 165 WILDERNESS  
RESTANT ERF 1004 WILDERNESS**

Ons verwys na bogemelde en heg vir u hierby aan die volgende oorspronklike akte vir veilige bewaring deur uself :

AKTE VAN TRANSPORT T76823/2017

Geliewe ontvangs te erken.

Vertrou u vind dit so in orde.

Groete

  
**STADLER & SWART**

per:  
**HW KRUGER**

Stadler & Swart Incorporated  
1 Doneraile Street  
GEORGE  
6529

Prepared by me

|                         |               |                                     |
|-------------------------|---------------|-------------------------------------|
| Fee on document         |               | Office fee                          |
| Purchase price/Value    | R. 15500.0000 | R. 3505.00                          |
| Mortgage capital Amount | R. ....       | R. ....                             |
| Reason for exemption    | Col. ....     | Exempt i.t.o section .... Act. .... |

  
CONVEYANCER  
HERMANN WILHELM KRUGER

000076823 / 2017

## DEED OF TRANSFER

BE IT HEREBY MADE KNOWN THAT

**JANINE FOUCHÉ**

appeared before me, REGISTRAR OF DEEDS at CAPE TOWN, the said appearer being duly authorised thereto by a Power of Attorney which said Power of Attorney was signed at GEORGE on 27 NOVEMBER 2017 granted to him by

**DYNARC CAPITAL PROPRIETARY LIMITED**  
Registration number 2003/018697/07

DATA / CAPTURE

08 JAN 2018

JENNY VAN WYK

DATA / VERIFY

10 JAN 2018

FATGEYAH LARNEY

GhostConvey 16.3.1.2

And the appearer declared that his said principal had, on 17 November 2017, truly and legally sold by Private Treaty, and that he, the said Appearer, in his capacity aforesaid, did, by virtue of these presents, cede and transfer to and on behalf of:

**TP HENTIQ 6406 PROPRIETARY LIMITED**  
**Registration Number 2011/007418/07**

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

1. REMAINDER ERF 165 WILDERNESS, IN THE MUNICIPALITY AND DIVISION OF GEORGE, PROVINCE OF THE WESTERN CAPE

IN EXTENT 1765 (ONE THOUSAND SEVEN HUNDRED AND SIXTY FIVE) Square metres

FIRST TRANSFERRED by Deed of Transfer Number T7714/1956 with Diagram SG No. 6804/54 relating thereto and held by Deed of Transfer Number T71609/2016

- A. SUBJECT to the conditions referred to in Certificate of Uniform Title No. 3819 dated 16<sup>th</sup> March, 1954;

- B. INSOFAR as the land represented by the figure u.v.A on the said diagram No. 6804/54 is concerned:-

SUBJECT to the following special conditions mentioned in Deed of Transfer No. 9924 dated 6<sup>th</sup> October, 1926, namely:-

- (a) BUILDINGS : It shall be a conditions in respect of all portions which may be hereafter laid out as lots and transferred from the present remaining extent that all dwelling houses erected on any such portions shall be built of brick, stone or concrete, provided that this shall not apply to what are known as "sand plots" being the lots comprises in Blocks "A", "B", "C", and "D" as shown on the General Plan W.71 nor to such further plots as the owner of the remaining extent may lay out on land similar to Blocks "A", "B", "C" and "D".
- (b) WATER : the owner of the remaining extent shall allow the owner of Lots "d" and "dd" access to the Kaaimans River and other sources of water for the purpose of drawing a reasonably supply of water therefrom, whether by pipes or otherwise, provided that this shall not interfere with the present and future rights if any, of other parties entitled."

- C. (i) INSOFAR as the land represented by the figure marked D.w.x.y.O.v.u.B.C on the said Diagram No. 6804/54 is concerned-



SUBJECT to the following special conditions mentioned in Deed of Transfer No. 3818 dated 16<sup>th</sup> March, 1954, imposed for the benefit of all purchasers and their successors in title of portions of the properties held by the Wilderness (1921) Limited under Deed of Transfer No. 2059 dated 22<sup>nd</sup> March, 1923, Certificates of Registered Title dated 1<sup>st</sup> July, 1932, Nos. 4119, 4120, 4121, and 4122. Certificates of Consolidated Title dated 1<sup>st</sup> July, 1932, Nos. 4125, 4126, and 4127, and Certificate of Amended Title No. 8335 dated 1<sup>st</sup> August, 1929, and for the said Wilderness (1921) Limited, and its successors in title of the remainder of the said properties, namely: -

- "2. No trade or business of any description may be carried on, on this Lot without the written permission of the Seller first had and obtained.
3. All buildings erect on this Lot shall be built of brick, stone or concrete and the ground plan showing the relation of the position of such buildings to the boundaries of the said Lot, as well as the elevation plans of such buildings shall be submitted to the seller for its approval in writing before any buildings are commenced.
4. All walls, fences or hedges or like structures abutting upon any road or pathway shall be of type approved of by the Seller. The seller shall not be liable to contribute to the cost of any party or dividing fence, or wall, nor to the cost of repair thereof, but it may call upon the purchaser to enclose the said Lot. This provision eliminating any contribution by the seller to the costs or repair of any or dividing fence or wall shall not extent to any adjoining Lot which the seller may sell or dispose of subsequent to the date hereof, and the purchaser of such Lot adjoining the Lot hereby sold shall in all respects be subject to the laws governing contributions to such party of dividing fences or walls. The purchaser agrees to observe uniformity in respect of fencing line for all fences that may abut on to any road, pathway, open space or property of the seller and to maintain all boundary fences of the said Lot in good order and repair. No purchaser shall be entitled to erect any corrugated iron fences or screen upon this Lot without the leave of the seller.
5. The seller retains the right of power to enforce the observance of proper sanitation and cleanliness upon this Lot as well the right to construct, use and maintain across this lot any pipe line water leading, sewerage, or drainage. The purchaser binds himself to conform to all such regulations as the seller may hereafter prescribe in regard to matters of public health and sanitation, and the use of all roads, paths, open spaces and the remainder of the seller's estate as The Wilderness.
6. Seller retains ownership and control of all roads, streets, paths, avenues, lanes, open spaces or reserves shown on the plan of the estate, as well as the right in its discretion to alter, close, deviate, or otherwise deal with

B



any such roads, streets, paths, avenues, lanes, open spaces or reserves.

7. The purchaser of any lot having a frontage on either "The Park" or any other open space or reserve, shall be obliged to plant and maintain at a suitable height such live hedge, and/or such trees or shrubs as shall be prescribed by the seller suitably to screen any premises situate on such lot.
8. In respect of any Lot situate in Blocks A.B.C.F.G.I and M. upon the sea front, purchasers shall not cut down or otherwise destroy the natural bush growth on the sea front and so endanger any plot to erosion by the sea or to shifting sands. Seller reserves the right to prescribe the level at which all buildings shall be placed on such lots or any of them and if called upon to do so by the seller purchasers shall be obliged to plan and maintain suitable turf on any clear or open portions of such lots to guard against shifting sands.
9. The purchaser agrees to be bound not to clear or destroy the trees and bush on the said Lot, without first consulting the seller, whose consent to such clearing or destroying shall be necessary, but shall not unreasonably interfere with the purchaser's full use and enjoyment of the said Lot.
10. Notwithstanding the provisions of Clause 2 above the purchaser shall without seeking the written permission of the seller, be entitled to carry on the said lot the business of a Motor Garage and Service station, including dealing in, hiring, repairing, cleaning, storing and warehousing of motor vehicles and other conveyances, whether propelled or assisted by means of petrol or other power, and all engines chassis, bodies and other things used for or in connection with motor vehicles as well as to carry on the business of Motor Garage owners and suppliers and dealers in motor accessories of every description, motor fuel and lubricants.

(The terms "Seller" and "Purchaser" in these conditions shall be deemed to include the successors in title of the said seller to the remainder of the Freehold land now called Wilderness Estate (Lot 497 Lot H) Barbiers Kraal of the properties held under Certificates of Registered, Consolidated and Amended Title aforementioned, and of "The Park" part of the said Wilderness Estate, in the Division of George, or assigns of the aforesaid transferee Company)."

- C. (ii) INSOFAR as the land represented by the figure marked D.E.F.G.H.J.K.L.M.N.Q.y.x.w on the said diagram no. 6804/54 is concerned –

BP



SUBJECT to the special conditions mentioned in Deed of Transfer No. 6114 dated 14<sup>th</sup> April, 1949, imposed for the benefit of all purchasers and their successors in title of portions of the properties held by the Wilderness (1921) Limited under Deed of Transfer No. 2059 dated 22<sup>nd</sup> March, 1923, Certificate of Registered Title dated 1<sup>st</sup> July, 1932, Nos, 4119, 4120, 4121 and 4122, Certificates of Consolidated Title dated 1<sup>st</sup> July 1932, Nos 4125, 4126 and 4127, and Certificate of amended Title dated 21<sup>st</sup> August, 1929, No. 8335, and for the benefit of the said Wilderness (1921) Limited, and its successors in title of the remainder or Remainders of the said properties, which conditions read as set out in paragraph (i) above with the caption of Condition no. 3 which reads as follows: -

- (iii) Unless the permission of the seller be first obtained to any modification of the specification all buildings erected on this Lot shall be built of brick, stones or concrete and the ground plan showing the relation of the position of such buildings to the boundaries of the said lot, as well as the elevation plans of such buildings shall be submitted to the seller for its approval in writing before any buildings are commenced.

D. INSOFAR as the whole of the abovementioned property is concerned.

SUBJECT to the following condition mentioned in the Certificate of Uniform Title No 3819 dated 16<sup>th</sup> March, 1954 imposed by the Minister of Lands when granting his consent to the issue thereof, namely:-

"This consent is subject only to the following reservation of rights in favour of the State"

The right to take land and to remove materials for making and repairing public roads."

E. INSOFAR as the whole of the abovementioned property is concerned.

SUBJECT FURTHER and/or ENTITLED to the benefits of, as the case may be, the terms of the following special conditions mentioned in the said Deed of Transfer No. 7714/1956:-

- "1. The figure AS. B. C. D. b'c'o' depicted on the said diagram No. 6804/54 and being a part of the land hereby transferred shall at all times, save as hereinafter specially mentioned, remain as an open space for the reciprocal use and benefit of the Transferor and its successors in title as owners, of the remaining extent of Lot 39, block H. Wilderness, held under the aforesaid Certificate of Uniform Title No. 3819/54, of the Transferee and his successors in title of the property hereby transferred and of the licences, invitees and other persons having lawfully business

with the Transferor, Transferee and their respective successors in title. The use to which the said area shall be put shall be restricted to traverse and parking of vehicles. No building or structure shall be erected on the said area save that the Transferee and his successors in title shall be entitled to retain the existing petrol bowers and storage tanks as presently sited, to replace these bowers and tanks with others as such replacement becomes expedient, and to erect a canopy over them.

2. The figure c'd'O depicted on the aforesaid diagram No 6804/54 and being portion of the remaining extent of Lot 39, Block H, Wilderness, held by the Transferor under the aforesaid Certificate of Uniform Title No. 3819/54 shall at all times remain as an open space for the reciprocal use and benefit of the Transferee, his successors in title as owner of the property hereby transferred and of the Transferor and its successors in title as owners of the remaining extent and of the licensees, invitees and other persons having lawful business with the Transferor, Transferee and their respective successors in title. The use to which the said area shall be put shall be restricted to traverse and the parking of vehicles. No building or structure shall be erected on the said area.
  3. The line Q.N.M. depicted on the aforesaid diagram No 6804/54 is a party well common to the Transferee and his successors in title as owners of the property hereby transferred and its successors in title as owners of the remaining extent of Lot 39, Block H, Wilderness, held under the aforesaid Certificate of Uniform Title No 3819/54 and neither of the common owners from time to time shall, without the permission of the other, make any opening in the wall, but shall at all times ensure that the longitudinal half of the wall built on his or its premises remains laterally supported and kept in repair."
- F. INsofar as the whole of the abovementioned property is concerned and ENTITLED to the benefit of the Servitude referred to in the endorsement dated 4<sup>th</sup> June, 1956 on the said Deed of Transfer No. 7714/1956, which endorsement reads as follows:-

"REGISTRATION OF SERVITUDE

By Notarial Deed No 286/1956 dd 8/3/1956 the remainder of Lot 39 measuring 1243 square meters held under Transfer No 7715/1956 is deprived of the rights relating to a motor garage business contained in condition 10 herein and all such rights are now ceded to the owner and his successors in title of Portion 1 of Lot 39 held hereunder together with certain rights ancillary thereto, as will more fully appear on reference to the said Notarial Deed."

G. ....



- H. SUBJECT FURTHER to the terms of the endorsement dated 7<sup>th</sup> January, 1972 on Deed of Transfer No 30823 dated 10<sup>th</sup> November, 1969, namely:-

"REGISTRATION OF SERVITUDE"

The within described land is subject to a servitude with regard to apportionment of water in terms of an Order of the Water Court (Water Court District CAPE) dated 26.5.71 as will more fully appear in reference to the copy of the said Order hereto. Filed as servitude 15/72."

I. ....

- J. "By Notarial deed of Servitude K109/90 dated 22 November 1989 the within property is subject to a servitude relating to the property not be used for any purpose of carrying on business of a "Caltex Garage" as defined in the notarial deed. The servitude shall be binding on the registered owner of the property and its successors in title or assigns and all occupiers of the within property for a period of twenty (20) years from dated of commencement of certain sales agreement entered into between Grantor and the Grantee, or until an amount of 84 000,00 liters of petrol have been purchased by the Grantor from the Grantee for resale from the premises, whatever is the later date and the duration of which servitude has by Notarial Deed of Servitude No K596/2007S been extended for a further period of 10 years, commencing on the day succeeding the last day of the initial period. As will more fully appear from the said notarial deeds."

2. REMAINDER ERF 1004 WILDERNESS, IN THE MUNICIPALITY AND DIVISION OF GEORGE, PROVINCE OF THE WESTERN CAPE

IN EXTENT 1066 (ONE THOUSAND AND SIXTY SIX) Square metres

FIRST REGISTERED by CERTIFICATE OF CONSOLIDATED TITLE NUMBER T179/1974 with Diagram No. 5724/1973 relating thereto and held by Deed of Transfer Number T71609/2016

**SUBJECT TO THE FOLLOWING CONDITIONS:**

- I. **AS REGARDS** the figure M.w.v.u.E.F.G.H.J.K.L on the Diagram No. 5724/73-
- (a) **SUBJECT** to the conditions referred to in Certificate of uniform Title No. 3819 dated 16<sup>th</sup> March 1954.
- (b) **SUBJECT** to the endorsement dated the 7<sup>th</sup> January 1972 of Deed of Transfer No. 12491/1966 reading as follows:

"Registrasie van Servituut,

Bo

Die binnegemelde grond is onderhewig aan 'n serwituut met betrekking tot verdeling van water in terme van 'n bevel van die Waterhof distrik no Cape gedateer 26/5/71 soos meer volledig sal blyk uit gemelde bevel, waarvan afskrif hieraan geheg is."

II. **AS REGARDS** the land represented by the figure marked JtH on diagram no. 5724/73 subject to the following special condition contained in Deed of Transfer no. 3818/1954 imposed for the benefit of all purchasers and their successors in title of portions of the properties held by Wilderness (1921) Limited by virtue of deed transfer no. 2059/73, certificates of registered Title Nos. 4119, 4120, 4121 and 4122 dated 1<sup>st</sup> July 1932 and for the benefit of the said Wilderness (1921) Limited and its successors in title of the remainder or remainders, namely:

2. No trade or business of any description may be carried on this lot without the written permission of the seller first had and obtained;
3. All buildings erected on this lot shall be built of brick, stone or concrete and the ground plan showing the relation of the position of such buildings to the boundaries of the said lot, as well as the elevation plans of such buildings shall be submitted to the seller for its approval in writing before any buildings are commenced.
4. All walls, fences or hedges or like structures abutting upon any road or pathway shall be of a type approved of by the seller. The seller shall not be liable to continue to the cost of repair thereof, but it may call upon the purchaser to enclose the said Lot. This provision eliminating any contribution by the seller to the costs or repair of any party or dividing fence or wall shall not extend to any adjoining lot which the seller may sell or dispose of subsequent to the date hereof, and the purchaser of such lot adjoining the lot hereby sold shall in all respects be subject to the laws governing contributions to such party of dividing fence or walls. The purchaser agrees to observe uniformity in respect of fencing line for all fences that may abut to any road, pathway, open space or property of the seller and to maintain all boundary fences of the said lot in good order and repair. No purchaser shall be entitled to erect any corrugated iron fences or screen upon this lot without the leave of the seller.
5. The seller retains the right of power to enforce the observance of proper sanitation and cleanliness upon this lot as well as the right to construct, use and maintain across this lot any pipeline for water leading, sewerage or drainage. The purchaser binds himself to conform to all such regulations as seller may hereafter prescribe in regard to matters of public health and sanitation, and the remainder of the seller's estate as The Wilderness.
6. Seller retains ownership and control of all roads, streets, paths, avenues, lanes, open spaces or reserves shown on the plan of the estate, as well as the right in its discretion to alter, close, deviate or otherwise deal with any such roads, street, paths, avenues, lanes, open spaces or reserves.

B



7. The purchaser of any lot having a frontage on either "The Park" or any other open space reserve, shall be obliged to plant and maintain at a suitable height such live hedge, and/or such trees or shrubs as shall be prescribed by the seller suitable to screen any premises situate on such lot.
8. In respect of any lot situate in Blocks A B C F G L and M, upon the sea front, purchasers shall not cut down or otherwise destroy the natural brush growth on the sea front and so endanger any plot to erosion by the sea or to shifting sands. Sellers reserves the right to prescribe the level at which all buildings shall be placed on such lot or any of them and if called upon to do so by the seller purchasers shall be obliged to plant and maintain suitable turf on any clear or open portions of such Lots to guard against shifting sands.
9. The purchaser agrees to be bound not to clear or destroy the trees and brush on the said lot, without first consulting the seller whose consent to such clearing or destroying shall be necessary but shall not unreasonably interfere with the purchaser's full use and enjoyment of the said lot.
10. Notwithstanding the provisions of Clause 2 above the purchaser shall with seeking the written permission of the seller, be entitled to carry on the said lot of the business of a Motor garage and Service Station, including dealing in, hiring repairing, cleaning, storing and waterhousing of motor vehicles and other conveyances, whether propelled or assisted by means of petrol or other power, and all engines, chassis, bodies and other things used for or in connection with motor vehicles as well as to carry on the business of Motor garage owners and suppliers and dealers in motor accessories of every description, motor fuel and lubricants.

Condition No. 10 abovementioned has been amended by Notarial deed 286/1956 and which amendment is referred to in a servitude endorsement dated 4<sup>th</sup> June, 1956 endorsed on Deed of Transfer No. 7715/1956 which servitude endorsement reads as follows: -

#### "REGISTRATION OF SERVITUDE

By Notarial Deed No. 286/1956 dated 8.3.1956 the remainder of Lot 39 held hereunder is deprived of the rights relating to a motor garage business contained in condition 10 herein and such rights are now ceded to the owner and his successors in title of Portion 1 of Lot 39 measuring 1881 square meters held under Transfer 7714/1956 together with rights ancillary thereto as will more fully appear on reference to the said Notarial Deed."

P



(the terms "seller" and "purchaser" in these conditions shall be deemed to include the successor in title of the said Seller to the remainder of the Freehold land now called Wilderness Estate lot 497 lot H) Barbiers Kraal of the properties held under Certificates of Registered, Consolidated and Amended Title aforementioned, and of "The Park" Part of the said Wilderness Estate, in the Division of George, or assigns of the aforesaid transferee Company).

ENTITLED to the terms of a servitude endorsement dated 4<sup>th</sup> June 1956, endorsed on said Deed of Transfer dated 4<sup>th</sup> June, no 7715 which endorsement reads as follows:-

**"REGISTRATION OF SERVITUDE**

By Notarial Deed of Servitude No 287/1956 the property held hereunder, being the remainder of Lot 39, is entitled to the right of a business of a General Dealer, fresh Produce Dealer and Restaurant Keeper being conducted hereon, together with certain rights ancillary thereto as will more fully appear on reference to the said Notarial Deed."

- III. **AS REGARDS** the land represented by the figure marked DEFGHKLMwvuB on said diagram No. 5724/73 subject to the special conditions referred to in Deed of Transfer No. 6114/1949 imposed for the benefit of all purchasers and their successors in title of portions of the properties held by Wilderness (1921) Limited by virtue of Deed of Transfer No. 2059/23. Certificates of registered Title Nos. 4119, 4120, 4121 and 4122 dated 21<sup>st</sup> July 1932, Certificates of Consolidated Title Nos. 4125, 4126 and 4127 dated 1<sup>st</sup> July 1932 and Certificates of Amended Title No. 8335 dated 21<sup>st</sup> August 1929 and for the benefit of the said Wilderness (1921) Limited and its successors in title of the remainders of the said properties, which conditions are more fully set out in paragraph B with the exception of conditions 3 which reads as follows:

- "3. Unless the permission of the seller be first obtained to any modification of the specification all buildings erected on this lot shall be built of brick, stone or concrete and the ground plan showing the relation of the position of such buildings to the boundaries of the said lot as well as the elevation plans of such shall be submitted to the seller for its approval in writing before any buildings are commenced."

ENTITLED to the conditions of the Servitude Endorsement dated 4<sup>th</sup> June 1956 endorsed on Deed of Transfer No. 771 dated 4<sup>th</sup> June 1956, which endorsement is more fully set out in Conditions B above.

- IV. **AS REGARDS** the figure M.w.v.u.E.F.G.H.J.K.L on the said Diagram No. SG 5724/73-

- (a) **SUBJECT FURTHER** to the following condition mentioned in Certificate of Uniform Title 3819/1954 imposed by the Minister of Lands when granting approval to the issue thereof namely:



This consent is subject only to the following reservation of rights in favour of the State"

"The right to take land and to remove materials for making and repairing public roads."

- (b) **FURTHER SUBJECT** to and entitled to the benefits of the terms of the Servitudes referred to in endorsement dated 4<sup>th</sup> June 1956 on Certificate of Uniform Title No. 3819/54 which endorsement reads as follows:-

"By Deed of Transfer No. 7714/1956 (1) that portion marked ABCDb'c' on Diagram No. 6084/54 annexed thereto shall remain as an open space for the reciprocal benefit of the remainder held hereunder and Portion 2 measuring 1881 square meters thereby conveyed, subject to conditions; (1) that portion marked c'c'o' on the foresaid diagram shall remain as an open space for the reciprocal benefit of the aforesaid Portion 1 and the remainder held hereunder, subject to conditions (3) the wall along the line QNM shown in the inset on diagram 6804/1954 shall be party wall common to the aforesaid Portion 1 and the remainder held hereunder, subject to conditions as will more fully appear on reference thereto."

(Which party wall is indicated by the line m K L on annexed diagram no. 5724/73).

- V. **AS REGARDS** the remainder of figure A.B.C.D.u.v.w.M.N.O.P. on the said Diagram No. SG 5724/73 subject to the conditions referred to in Deed of Transfer No. 3333/1952.

- (a) **FURTHER SUBJECT** to the special condition imposed for the benefit of all purchasers and their successors in title of portions of the properties held by the Wilderness (1921) Limited in Deed of Transfer No 2059/1923, Certificate of Registered Title Nos. 4199, 4120, 4121, and 4122 dated 1<sup>st</sup> July 1932, Certificate of Uniform Title dated 1<sup>st</sup> July 1932, Nos. 4125, 4126, and 4127 and Certificate of Amended Title dated 21<sup>st</sup> August 1929 No. 8335 and for the benefit of the said Wilderness (1921) Limited and its successors in title of the remainder or remains of the said properties namely:-

2. No trade or business of any description may be carried on this lot without the written permission of the seller first had and obtained;
3. All buildings erected on this lot shall be built of brick, stone or concrete and the ground plan showing the relation of this position of such buildings to the boundaries of the said lot, as well as the elevation plans of such buildings shall be submitted to the seller for its approval in writing before any buildings are commenced.



4. All walls, fences or hedges or like structures abutting upon any road or pathway shall be of a type approved of by the seller. The seller shall not be liable to contribute to the cost of any party of dividing fence or wall or to the cost of repair thereof, but it may call upon the purchaser to enclose the said Lot. This provision eliminating any contribution by the seller to the costs or repair of any party or dividing fence or wall shall not extend to any adjoining lot which the seller may sell or dispose of subsequent to the date hereof, and the purchaser of such lot adjoining the lot hereby sold shall in all respects be subject to the laws governing contributions to such party of dividing fences or walls. The purchaser agrees to observe uniformity in respect of fencing line for all fences that may abut on to any road, pathway, open space or property of the seller and to maintain all boundary fences of the said lot in good order and repair. No purchaser shall be entitled to erect any corrugated iron fence or screen upon his lot without the leave of the seller.
5. The seller retains the right of power to enforce the observance of proper sanitation and cleanliness upon this lot as well as the right to construct, use and maintain across this lot any pipeline for water leading, sewerage or drainage. The purchaser binds himself to confirm to all such regulations as seller may hereafter prescribe in regard to matters of public health and sanitation, and the remainder of the seller's estate as The Wilderness.
6. Seller retains ownership and control of all roads, streets, paths, avenues, lanes, open spaces or reserves shown on the plan of the estate, as well as the right in its discretion to alter, close, deviate or otherwise deal with any such roads, street, paths, avenues, lanes, open spaces or reserves.
7. The purchaser of any lot having a frontage on either "The Park" or any other open space reserve, shall be obliged to plant and maintain at a suitable height such live hedge, and/or such trees or shrubs as shall be prescribed by the seller suitable to screen any premises situate on such lot.
8. In respect of any lot situate in Blocks A B C F G L and M, upon the sea front, purchasers shall not cut down or otherwise destroy the natural brush growth on the sea front and so endanger any plot to erosion by the sea or to shifting sands. Sellers reserves the right to prescribe the level at which all buildings shall be placed on such lot or any of them and if called upon to do so by the seller purchasers shall be obliged to plant and maintain suitable turf on any clear or open portions of such Lots to guard against shifting sands.
9. The purchaser agrees to be bound not to clear or destroy the trees and brush on the said lot, without first consulting the seller whose consent to such clearing or destroying shall be necessary but shall not unreasonably interfere with the purchaser's full use and enjoyment of the said lot.

*BP*

*[Signature]*

10. That no plot shall be occupied as a place of human residence or resort whether by means of buildings thereon or tents or camps erected or placed thereon for any period unless the said lot shall have previously been provided with water flush sanitary accommodation and for the use of persons so residing or resorting upon the said property and which sanitary accommodation shall at all times be maintained in efficient working order by the owner of the Lot.

(the terms "seller" and "purchaser" in these conditions shall be deemed to include the successors in title of the said seller to the remainder of the freehold land called Wilderness Estate (Lot 497, Lot H) Barbiers Kraal of the properties held under Certificate of Registered, Consolidated and Amended Title hereinbefore mentioned and of "The Park" part of the said Wilderness Estate in the Division of George and the assigns of the aforesaid Transferee).

VI. **AS REGARDS** the figure M.W.x.D.E.F.G.H.J.K.L. on said Diagram No. 5724/73

- (a) SUBJECT to the terms of the following endorsement dated 4<sup>th</sup> July 1980 on Deed of Transfer No 25358/78.

"REMAINDER

By Deed of Transfer NO. 22654/1970 dated this day the remainder of the within property, measuring 1588 square meters is subject to the following conditions imposed by the Administrator in terms of Section 9 of ordinance NO. 33/1934, namely:-

1. The owner of this erf shall without compensation be obliged to allow gas mains, electricity, telephone and television cables and/or wires and main and/or other waterpipes and the sewage and drainage including stormwater of any other erf of erven to be conveyed across this erf,, if deemed necessary by the local authority and in such manner and position as may from time tot time be reasonably required this shall include the right of access to the erf at any reasonable time for the purpose of constructing, altering, removing or inspecting any works connected with the above.
2. The owner of this erf shall be obliged, without compensation, to receive such material or permit such excavation on the erf, as may be required to allow use of the full width of the street and provide a safe and proper slope to its bank owing to difference between the levels of the street and finally constructed and the erf, unless he elects to build retaining walls to the satisfaction of and within a period to be determined by the local authority."

(b) .....

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

**DYNARC CAPITAL PROPRIETARY LIMITED**  
**Registration number 2003/018697/07**

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

**TP HENTIQ 6406 PROPRIETARY LIMITED**  
**Registration Number 2011/007418/07**

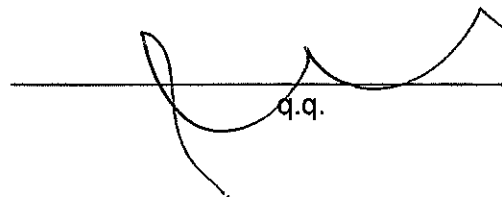
or its Successors in Title or assigns, now is and henceforth shall be entitled thereto, conformably to local custom, the State, however reserving its rights, and finally acknowledging the purchase price to be the sum of R15 500 000,00 (FIFTEEN MILLION FIVE HUNDRED THOUSAND RAND) .

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

THUS DONE and EXECUTED at the Office of the REGISTRAR OF DEEDS at CAPE TOWN on

19 DEC 2017

2018

  
q.q.

In my presence

  
REGISTRAR OF DEEDS



