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Our Ref.: 1397/GEO/24
Your Ref.: Erf 129, Pacaltsdorp

18 August 2026

The Municipal Manager
George Municipality
PO Box 19
GEORGE
6530

ATTENTION: MR. CLINTON PETERSEN

Dear Mr. Petersen,

PROPOSED REZONING, SUBDIVISION & DEPARTURES ON ERF 129, PACALTSDORP, GEORGE MUNICIPALITY AND DIVISION

1. The above matter refers.

2. Attached hereto find the following:

- A copy of the required documentation;
- Complete motivational report with all relevant annexures

3. We hope that you will be able to process the application as soon as possible.

Yours Faithfully
DELPLAN Urban & Regional Planning

DELAREY VILJOEN Pr. Pln
https://delplan.sharepoint.com/sites/Delplan/Shared Documents/General/Documents/PROJECTS/2024/1397-GEO-24/Korrespondensie/b1.doc

Cc: MULLER TRUST

PROPOSED REZONING, SUBDIVISION & DEPARTURES ON ERF 129, PACALTSDORP, GEORGE MUNICIPALITY AND DIVISION

FOR: MULLER TRUST

DELPLAN
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URBAN & REGIONAL PLANNERS

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PROPOSED REZONING, SUBDIVISION & DEPARTURES ON ERF 129, PACALTSDORP, GEORGE MUNICIPALITY AND DIVISION

1. INTRODUCTION

Erf 129, Pacaltsdorp, is currently developed with an existing dwelling house and an outbuilding. The property owner intends to subdivide the erf and rezone the vacant portion, as a result of the proposed development, multiple departures are required. *DELPLAN Consulting* was appointed by the registered owner of Erf 129, Pacaltsdorp, hereafter referred to as the "subject property", to prepare and submit the required land use application. A copy of the Power of Attorney authorising the submission of this land use application is attached as **Annexure 1**.

1.1 Title deed

The property is currently registered to the Muller Trust according to Title Deed T32521/2024, attached hereto as **Annexure 2**. According to the title deed, the property measures 4373m². The SG Diagram is attached as **Annexure 3**. The title deed has been examined and contains no restrictive conditions that prohibit the proposed development. A Conveyancer's Certificate is attached as **Annexure 4**.

1.2 Land Use Application

- **Rezoning:** Application in terms of Section 15(2) (a) of the George Municipality: Land Use Planning By-Law, 2023 of Erf 129, Pacaltsdorp to a **subdivisional area** containing 1 "*General Residential Zone IV*" erf, 1 "*Transport Zone II*" erf and 1 Remainder "*Single Residential Zone I*" erf.
- **Subdivision:** Application in terms of Section 15(2) (d) of the George Municipality: Land Use Planning By-Law, 2023 of the **subdivisional area** on Erf 129, Pacaltsdorp into:
  - 1 *Single Residential Zone I* erf (Remainder)
  - 1 *General Residential Zone IV* erf (Portion A)
  - 1 *Transport Zone II* erf (Portion B)
- **Departure:** Application in terms of Section 15(2) (b) of the George Municipality: Land Use Planning By-Law, 2023 on Erf 129, Pacaltsdorp:
  - From the standard parking requirements to PT1, to provide 12 parking bays in lieu of the required 16 bays
  - For the northern street building line along Church Street from 5m to 2.5m, 2.6m & 3.5m

- In terms of Section 47(4)(a) of the George Municipality Integrated Zoning Scheme By-Law, for the relaxation of the minimum measurement requirements for disabled parking bays regarding parking bay 10

2. CONTEXTUAL INFORMATION

2.1 The locality of the subject property

The subject property is situated within the central area of Pacaltsdorp, in Ward 14, at 12 Church Street. Figure 1 illustrates the location of the subject property in relation to the broader Pacaltsdorp area, while Figure 2 provides a closer view of the property and its immediate surroundings. A locality plan is attached as **Annexure 5.**

Figure 1: The location of the subject property in relation to the N9 and the surrounding neighbourhoods.

Figure 2: Satellite imagery extract of the subject property (indicated in red) in relation to the immediately surrounding land uses.

2.2 Existing Land Uses and Character of the Area

As previously mentioned, the subject property is currently developed with an existing dwelling house and an outbuilding. The dwelling house is centrally located on the property, while the outbuilding is situated along the south-eastern corner of the property. The existing development is consistent with the surrounding urban fabric and residential character of the area. The land use plan is attached as **Annexure 6**.

Figure 3: Visual along Church Street

Access to the subject property is obtained via Church Street through existing pedestrian and vehicular access points. Both access points are located at sufficient distances from nearby intersections. The subject property is predominantly surrounded by Single Residential Zone I properties. However, directly north of the property is a community-zoned property, while a subdivisional area is located to the north-east, and business-zoned property occurs to the west of the subject property. The surrounding area is characterised by an established formal residential environment consisting mainly of single-storey dwelling houses situated on formally laid out erven. Except for the adjacent business-zoned property, the prevailing building form within the area is single-storey in nature and scale.

Furthermore, the area is semi-urbanised, with existing municipal engineering services available. The proposed development will make use of the existing municipal services infrastructure, and no significant extension of bulk services is anticipated. Although temporary visual impacts may occur during the construction phase, the proposed development is not expected to negatively influence the existing neighbourhood character in the short and long term. Upon completion, the development will align with the surrounding built form and residential and heritage character of the area. Furthermore, the proposal will introduce additional housing opportunities within an established urban area.

2.3 Zoning

The subject property is currently zoned "Single Residential Zone I" in terms of the George Municipality Integrated Zoning Scheme By-Law. Figure 4 illustrates the zoning of the subject property and its immediate surroundings. As previously mentioned, the property is surrounded by a mixture of land uses and zoning categories, including residential, community, and business-related uses. The owner intends to rezone portion A from the current zone to "General Residential Zone IV" to allow flats on the proposed portion, while portion B will be rezoned to "Transport Zone II" to provide an additional road along the western side of the property to ensure efficient traffic movement in the area.

Figure 4: Zoning of Erf 129, Pacaltsdorp

The current zoning plan is attached as **Annexure 7**, while the proposed zoning plan is attached as **Annexure 8.**

3. DEVELOPMENT PROPOSAL

3.1 Proposed Development

The owner intends to rezone the subject property from its current zoning to a Subdivisional Area Zone in order to facilitate a more efficient and coordinated residential development on the property. The proposed Subdivisional Area will consist of a residentially zoned portion together with a General Residential Zone IV portion intended to accommodate the proposed flats development. The owner further intends to subdivide the property into three portions, namely Portion A, Portion B and the Remainder. Proposed Portion A will measure approximately ±1020m², and Portion B will measure approximately ±170m², while the Remainder will measure approximately ±1366m². Figure 5 provides a visual of the proposed subdivision of Erf 129, Pacaltsdorp. The subdivision plan is attached hereto as **Annexure 9**.

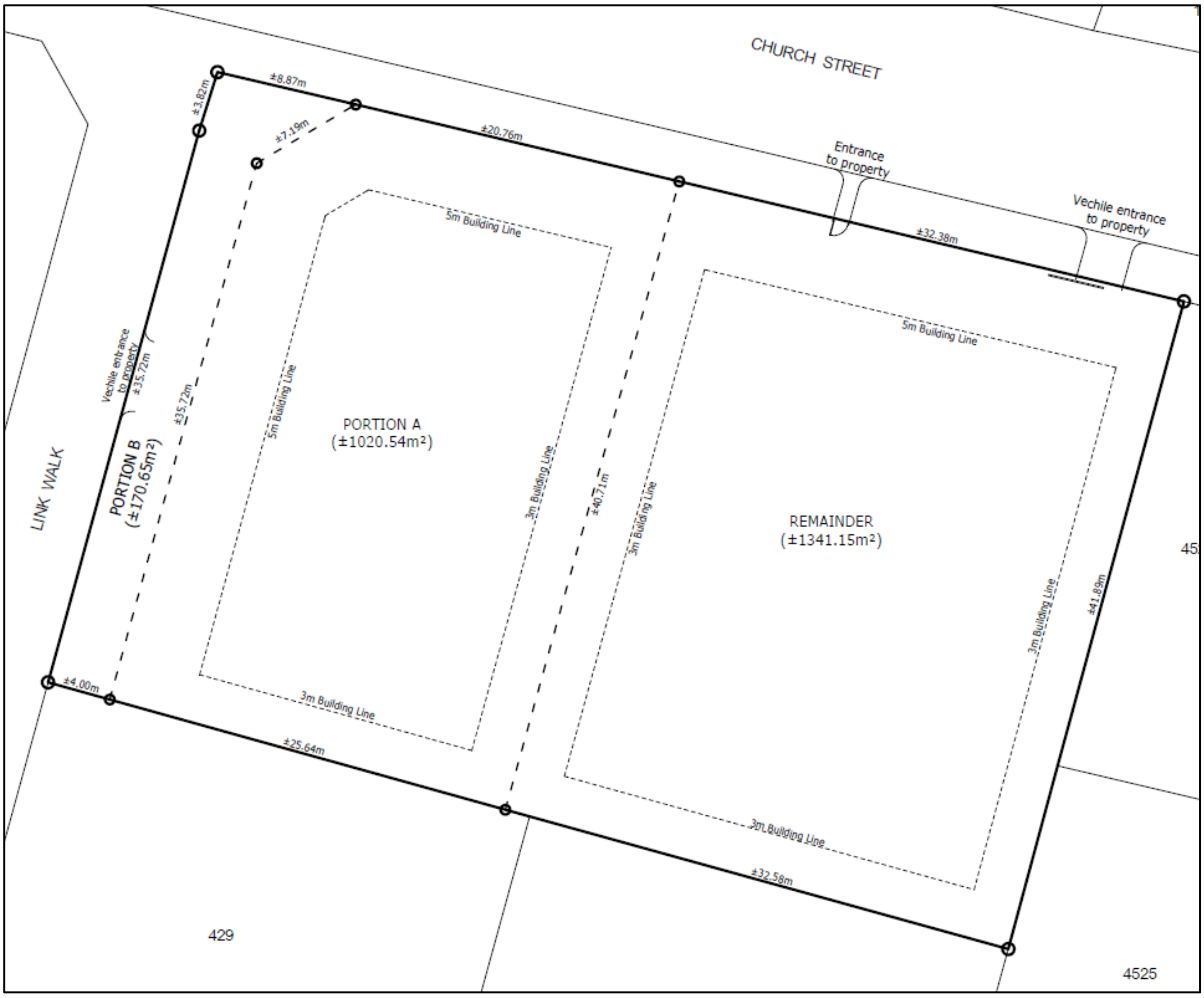


Figure 5: Proposed subdivision

The proposed development on Portion A will consist of a two-storey (ground floor and first floor) flats development strategically positioned along the newly proposed common boundary line between Portion A and Portion B, which will be utilised as a road reserve to ensure efficient vehicle movement along Link Walk Street for the future, while the Remainder will remain unchanged. The proposed building will have a maximum height of approximately 7.3m, which remains below the permissible height restriction of 8.5m of a normal double storey house. Additionally, the owner is proposing 8 units; therefore, the scale and form of the proposed development are considered compatible with the surrounding built environment.

A 6m stacking distance at the gate is also proposed to ensure adequate manoeuvring space for vehicles entering and exiting the property, thereby promoting safe and efficient traffic movement. The layout of the proposed development has been designed to ensure functional and practical site planning. In this case, the drying yard is proposed along the southern side of Portion A, where it will remain screened from the main streetscape to a large extent, while the refuse yard will be located adjacent to the proposed entrance to ensure convenient access for refuse removal services. Figure 6 provides an extract of the proposed development. The full site plan is attached as **Annexure 10**.

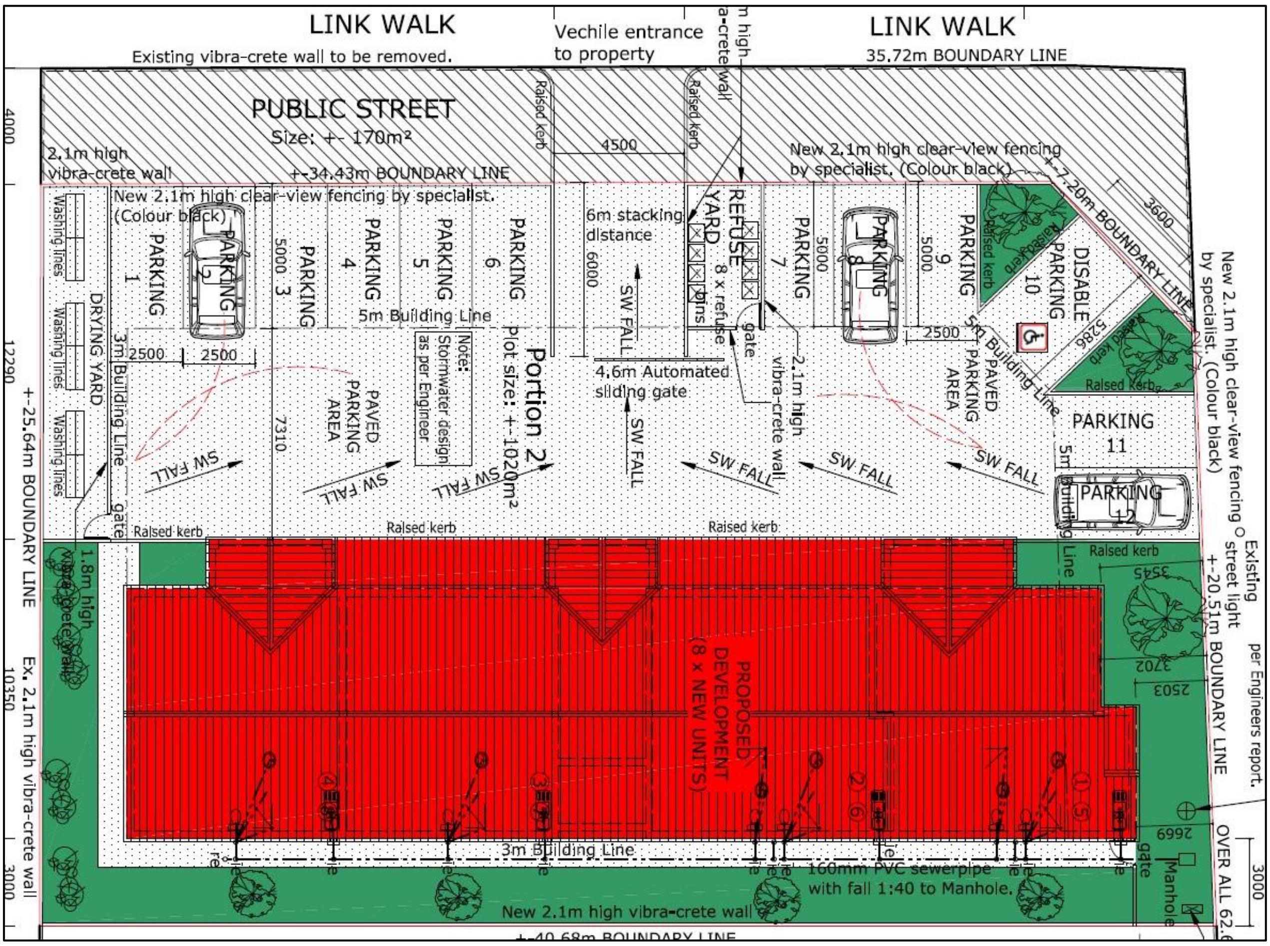


Figure 6: Proposed Site Plan

Due to spatial constraints on the proposed Portion A, the owner intends to apply for multiple departures. In terms of the relaxation of the amount of parking bays that is required, the owner intends to apply for a departure from normal parking to PT1, as 16 parking bays are required for the proposed development, while only 12 parking bays (11 plus 1 disabled) can be accommodated on the property, resulting in a shortfall of 4 bays. The proposed relaxation is considered appropriate given the nature and location of the development, as the subject property is situated within an established urban area with access to public transport services, which reduces reliance on private vehicle use for daily commuting.

In terms of the disabled parking bay, a relaxation is required as the width and length does not meet the minimum requirements of a disabled parking bay. The minimum width for a disabled parking bay is 3.7m with a length of 6m. In this case, the proposed bay has a width of 3.6m with a length of 5.2m. It is not anticipated that the proposed departure will have an influence on the surrounding properties, as it is unlikely that the neighbours would notice the slight decrease in the disabled parking bay size.

The building line departure is required from the 5m northern street building line along Church Street to 2.5m, 2.6m & 3.5m for the proposed flats. The flats contain 2 rooms each with a kitchen and lounge area. 4 units are proposed on the ground floor with an additional 4 on the first floor, thus bring the total number of units to 8. Figure 7 provides a visual of the Go-George services in the area. The proposed parking departure is not expected to have a negative impact on surrounding traffic movement, as the development will generate relatively low and dispersed trip generation patterns rather than intense peak congestion, while still accommodating the majority of parking demand on-site through the provision of 12 parking bays. Furthermore, the surrounding road network is already part of a functioning urban grid.

Figure 7: Go-George services in the area

The proposed development will create additional residential opportunities within an established urban area and will contribute towards residential densification within the designated densification zone. The proposal therefore supports the principles of spatial integration, efficient land use, and urban infill development. Furthermore, the subject property is already serviced by municipal engineering services.

As a result, the proposed development will optimise the use of existing municipal services and infrastructure without placing undue strain on the surrounding area.

3.2 Accessibility and Parking

The subject property currently gains access from Church Street, and these accesses will remain unchanged. The remainder portion will use the existing accesses, while the proposed access to Portion A will be located along the western side of the property from Link Walk. The proposed - and existing accesses are located at a sufficient distance from nearby intersections to ensure safe and efficient vehicle movement. As a result, the proposed development is not expected to negatively influence the existing traffic movement. Pedestrian movement within the area will not be adversely affected by the proposed development, as no structures or trees are located within the existing pedestrian pathway that would obstruct or restrict movement.

Although the proposed development does not meet the full parking requirement of 16 parking bays, the provision of 12 on-site parking bays is considered sufficient given the context and nature of the development within the current area. The subject property is located in proximity to the Go-George Bus Service, which reduces dependence on private vehicles. Furthermore, not all residents are expected to own private vehicles, particularly within a higher-density residential development located within an established urban area. The proposed parking provision is therefore not expected to result in on-street parking pressure or negatively impact traffic circulation in the area. Figure 8 provides a visual representation of the approximate location of the proposed entrance.

Figure 8: Approximate location of the proposed access

3.3 Engineering Services

The subject property is located in an already developed and serviced residential area. The approval of this application will optimise the use of the municipal services. The property owner will be held financially responsible for the capital contributions with regard to the newly subdivided portion.

3.4 Heritage

The subject property is located within the Pacaltsdorp Heritage Precinct and, as such, the heritage and residential character of the area was taken into consideration during the design of the proposed development. The proposed development is considered compatible with the surrounding built environment and is not expected to detract from the existing heritage significance or residential character of the precinct. The existing building are not older than 60 years.

3.5 Pre-Application

Two pre-application meetings were held for the proposed development and are attached as **Annexure 11.** The first pre-application consultation was conducted in 2024, while the most recent pre-application consultation was held on 29 September 2025. During the latest pre-application, the following comments were received:

Town Planning comments

- To apply for rezoning to subdivisional area and subdivide into General Residential Zone IV and Single residential Zone I.

Noted, this is complied with.

- Applicant to note that the property falls within the heritage precinct. Design to align with guidelines applicable to this precinct in terms of building orientation, architectural styles, fencing etc.

Noted, the heritage precinct and surrounding built form were taken into consideration during the design phase of the proposed development to ensure that the proposal is compatible with the existing character and urban context of the area.

- Applicant to address the MSDF and LSDF as part of the motivation report.

Noted, this is complied with.

- A detailed site layout plan/plans and motivation to address density of the proposed development and other zoning scheme requirements such as height, access, stacking distance, parking and manoeuvring space etc.

Noted, this is addressed throughout the motivational report.

- Applicant to take note that PT1 may be considered (intensification area/proximity to public transport).

Noted, the owner intends to apply for a PT1, as the proposed development does not meet the normal parking bay requirement. Additionally, the subject property is located in proximity to the Go-George bus services; as a result, this reduces the reliance on private vehicle usage.

- See comments from CES below wrt to the possible road reserve required along Link Walk. Application to considerer the latter/addressed accordingly.

Noted.

CES comments

- Access is restricted to Church Street.

Noted, the existing access point will continue to provide access to the Remainder portion, while the proposed access to Portion A will be located along the western boundary of the property adjacent to Link Walk.

- The developer may be required to cede a 4.0m portion of the road reserve along Linkwalk Street to ensure compliance with the minimum 10m future road reserve requirement.

Noted, this has been incorporated into the design of the proposed development.

- All parking to be provided on site in terms of the GIZS 2023.

Noted, parking relaxation is being applied for as part of the land use application.

- No parking allowed within the road reserve. Developer will be required install/take measure to ensure compliance in this regard.

Noted, all parking will be provided on-site.

- All cost will be at the developer's account.

Noted.

- Normal DC's, as per the DC policy & Town planning By-law, will be applicable.

Noted.

- Water & sewer are available, subject to capacity confirmation and service capacity required.

Noted.

- Developer to adhere to the applicable Stormwater By-law.

Noted, this is adhered to.

ETS comments

- Applicant to consult with ETS regarding services/ services reports and applicability of DC's.

Noted.

4. RELEVANT SPATIAL PLANNING POLICIES

4.1 Exiting Policy Frameworks

This section briefly addresses the relevant spatial policy frameworks that guide development proposals in general and their applicability to this proposed development. These include:

4.1.1 George Municipal Spatial Development Framework (2023)

The spatial document does not address Erf 129, Pacaltsdorp specifically, however, the proposal aligns with the spatial development principles and objectives contained within the SDF. The George MSDF promotes compact urban growth, residential densification, and the optimisation of land located within the existing urban edge through infill development and the more efficient use of existing municipal infrastructure and services. In this regard, the subject property is located within an established urban area and designated densification zone where higher-density residential development is supported and encouraged. Figure 9 provides a visual of the densification overlay zone. It can be clearly seen that the subject property is located in this zone.

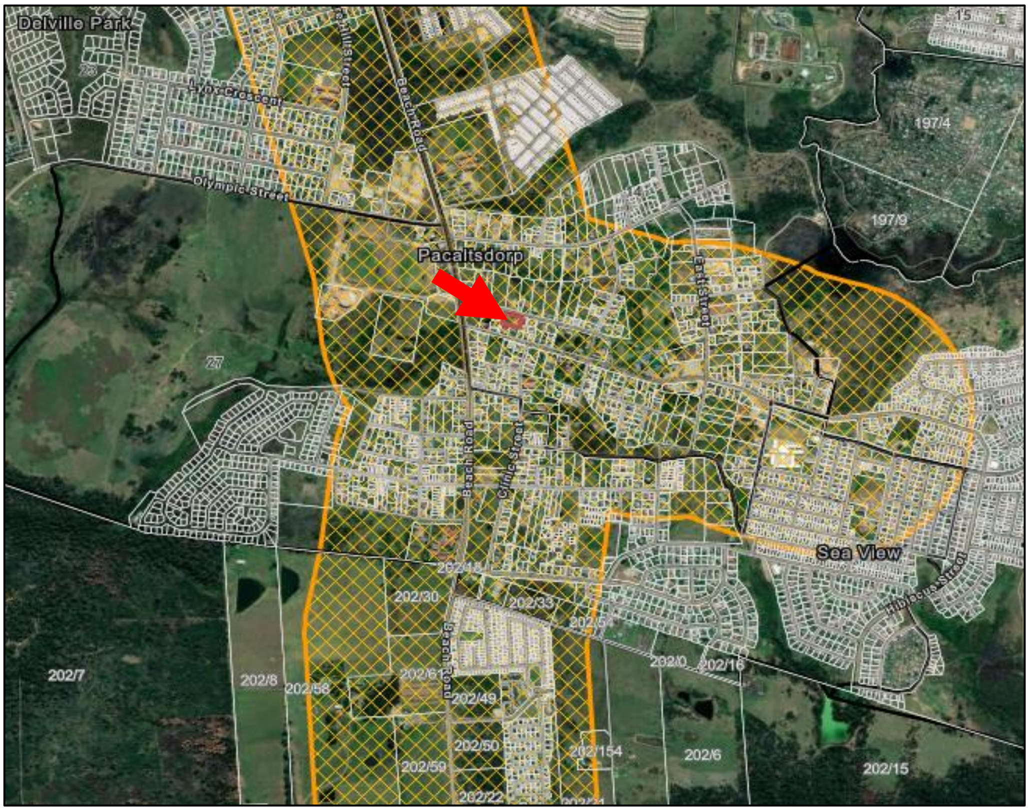


Figure 9: Densification overlay zone

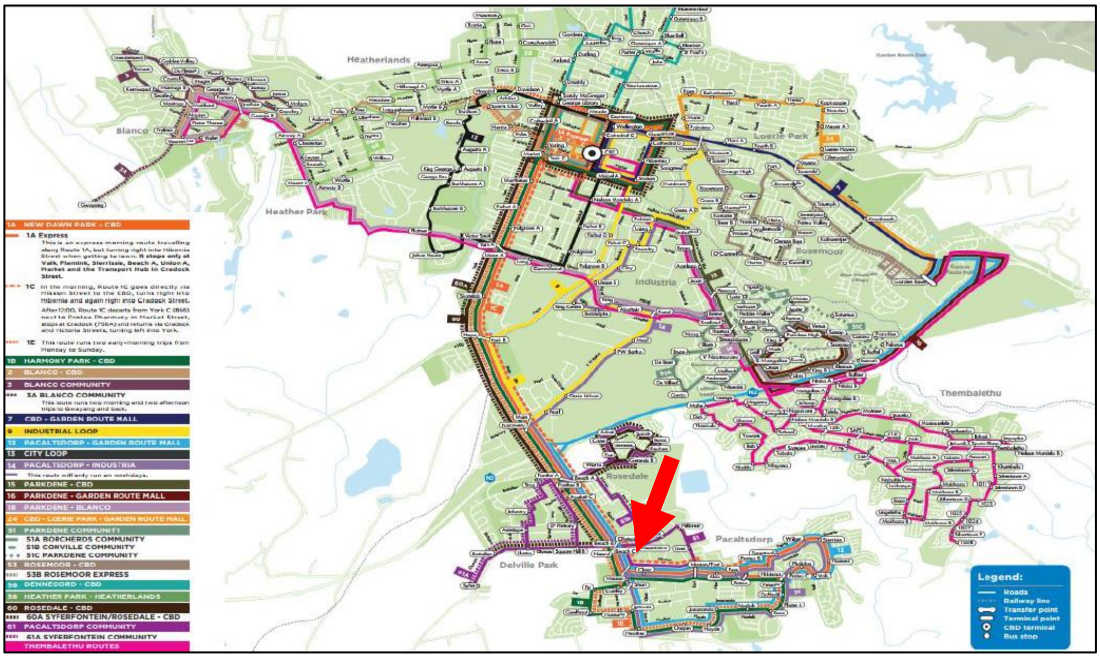


Figure 10: Go-George services

Furthermore, the proposed development seeks to introduce additional residential opportunities within an already serviced area, thereby contributing towards more sustainable urban development and reducing the need for outward urban expansion. The subject property is also situated in proximity to existing public transport infrastructure, including the Go-George Bus Service route (as seen in Figure 10), which supports the principles of integrated land use and transport planning promoted by the MSDF.

The proposed development will make use of existing municipal engineering services, road infrastructure, and community facilities already available within the area. As such, the proposal represents an efficient utilisation of existing urban infrastructure and resources without placing undue pressure on the surrounding area. In addition, the scale and nature of the proposed development is considered compatible with the surrounding urban environment and are not expected to negatively influence the residential or heritage character of the area. The proposal can therefore be regarded as consistent with the development objectives of the George MSDF, particularly in terms of promoting sustainable urban form, encouraging densification within appropriate locations, supporting integrated spatial planning, and facilitating the optimal use of well-located urban land.

4.1.2 Pacaltsdorp Local Spatial Development Framework (2015)

The Pacaltsdorp LSDF does not address Erf 129 specifically; however, the LSDF does state that the subject property is located within a Business Overlay Zone. However, directly across from the subject property are higher-density properties, as seen in Figure 11. The presence of these properties indicates that the area is evolving towards a more integrated and intensified urban environment, where a combination of residential and business-related land uses is supported.

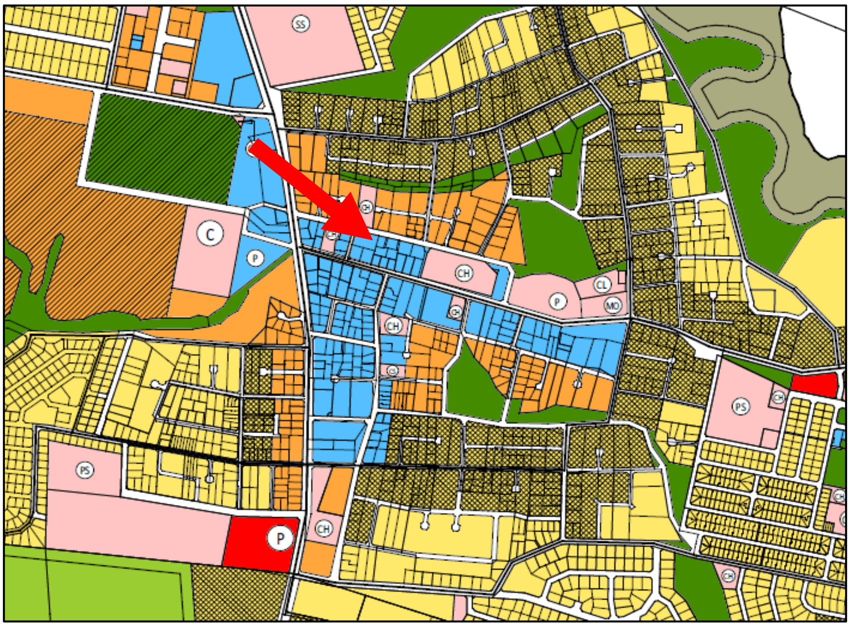


Figure 11: LSDF extraction

Furthermore, the subject property is located within a designated densification zone, where higher residential densities and urban infill development are encouraged to optimise the use of well-located land and existing municipal infrastructure. In this regard, the proposed development supports the densification objectives of the LSDF by introducing additional residential opportunities within an established urban area that is already serviced by the necessary engineering infrastructure and public transport facilities.

Furthermore, the subject property is also situated within Phase 1 of the Pacaltsdorp development process, which identifies the area as suitable for long-term and prioritised urban development. Figure 12 provides a visual of the approximate location of the subject area. The proposed development can therefore be regarded as consistent with the spatial intentions of the LSDF, as it promotes efficient land use, supports residential densification within the urban edge, and contributes towards the creation of a more integrated urban environment without negatively affecting the surrounding character of the area.

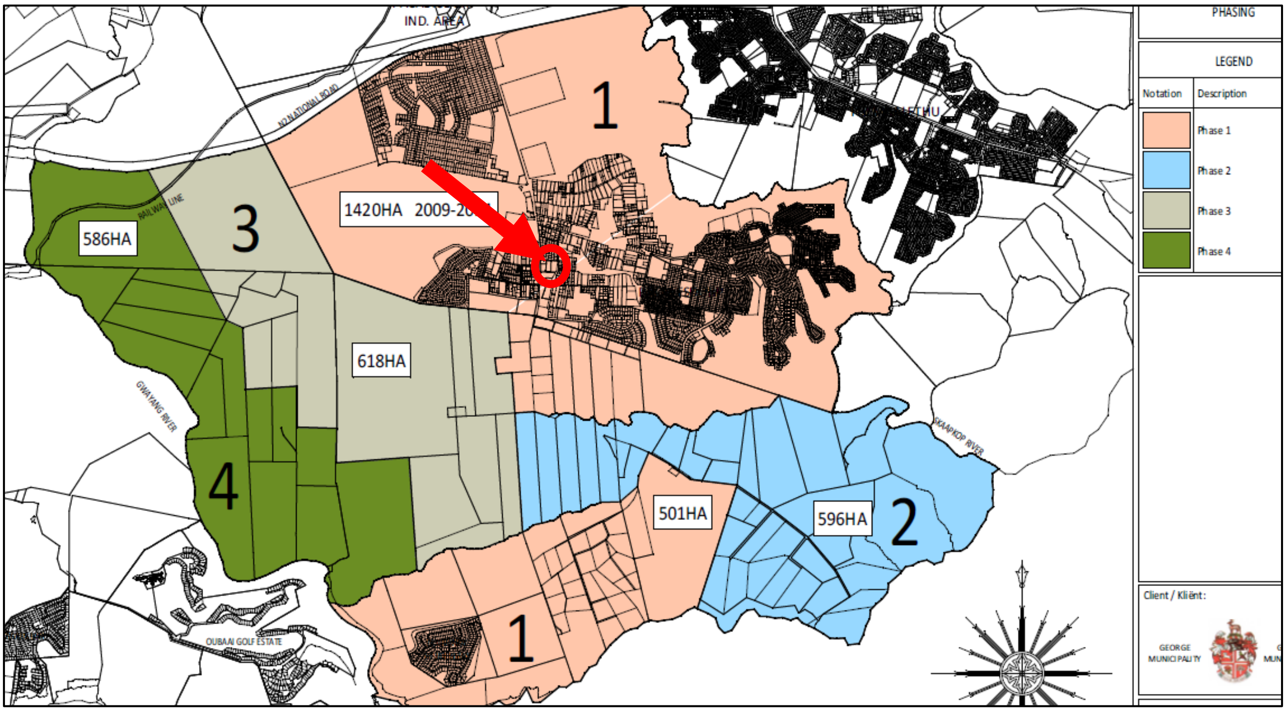


Figure 12: Phasing plan for Pacaltsdorp area

5. STATUTORY FRAMEWORKS

Following the most recent legislative and procedural changes that have become applicable to the management of land use planning in South Africa, and consequently the Western Cape Province, it is considered necessary to summarise the implications of the current statutory framework within the context of this land-use planning application. Below is a set of principles and ethical conventions related to this application.

5.1 Spatial Planning and Land Use Management Act, 2013 (ACT 16 OF 2013) (SPLUMA)

The nature of this land use application does not directly affect the five development principles of the Spatial Planning and Land Use Management Act, 2013 (Act 16 of 2013) (SPLUMA). Therefore, these principles are not discussed in detail in this motivational report. Only relevant aspects are addressed below.

5.1.1 Development Principles

1) Spatial Justice
   This principle refers to the need for improved access and use of land in order to readdress past spatial and development imbalances, as well as the need for SDFs and relevant planning policies, spatial planning mechanisms, land use management systems and land development procedures to address these imbalances.

- *No specific reference is made to the subject property in the MSDF. The proposed development could, however, provide improved access to well-located urban land for a wider range of income groups, as opposed to the continued use of the large erf for a single residential dwelling only. The proposal, therefore, creates a better opportunity for more equitable land access and contributes towards the principles of spatial justice and integrated urban development.*

2) Spatial Sustainability
   This principle refers to the need for spatial planning and land use management systems to promote land development that is viable and feasible within a South African context, to ensure the protection of agricultural land and to maintain environmental management mechanisms. It furthermore relates to the need to promote effective/ equitable land markets, whilst considering the cost implications of future development on infrastructure and social services, as well as the need to limit urban sprawl and ensure viable communities.

- *This land-use application does not affect prime - or unique agricultural land, nor does it influence any environmental management mechanisms. The property is situated in an already developed area and will not negatively affect the efficient and equitable functioning of land markets.*
- *The subject property is situated within the urban edge and will allow for the optimal utilisation of the subject property.*

3) Spatial Efficiency
This principle relates to the need for optimal use of existing resources and infrastructure, as well as decision-making that minimises negative financial, social, economic or environmental impacts and development application procedures that are efficient and streamlined.

- *As mentioned above, the proposed development is situated in an already serviced area. The proposed development will therefore utilise the existing resources and infrastructure available whilst promoting the optimal use of an underutilised site. The design is sensitive to the surrounding existing developments and therefore does not promote negative social, economic or environmental impacts.*
- *Capital contributions will also be paid, and it is not anticipated that the proposed application will have negative financial, social, economic or environmental impacts.*

4) Spatial Resilience
This principle refers to the extent to which spatial plans, policies and land use management systems are flexible and accommodating to ensure sustainable livelihoods in communities most likely to suffer the impacts of economic and environmental shocks.

- *The development proposal does not undermine the aim of any relevant spatial plan. The addition of a smaller, more densified housing typology could speak to a higher degree of income inclusiveness in the area that is more flexible and therefore more accessible to different/ lower income groups. Other aspects of spatial resilience are, however, not considered relevant to this application.*

5) Good Administration
This principle refers to the obligation of all spheres of government to ensure implementation of the above as efficiently, responsibly, and transparently as possible.
- *The application, as set forth, aligns with all relevant principles and frameworks. George Municipality should consider the application within the prescribed timeframes and follow due process in an efficient manner. Public participation must – and will be transparent regarding the relevant policies and legislation, as procedures should be clear to inform and empower members of the public regarding new developments.*

5.1.2 Public Interest

The proposed development is not anticipated to negatively influence the surrounding neighbouring properties, as the proposed structures have been positioned at sufficient distances from neighbouring properties in order to minimise potential impacts related to privacy, sunlight access, noise, traffic movement, and fire safety.

The northern neighbouring property, which currently operates as a church, will experience limited privacy impacts due to the nature and operational hours of the land use, while the church property itself will further act as a buffer between the proposed development and surrounding residential properties. The eastern neighbouring property, which currently operates as a medical centre, is similarly not expected to experience significant impacts, as the operational hours of the medical centre differ from the activity patterns associated with the proposed residential development. The proposal (reg block) in relation to surrounding neighbours can be seen in figure 13.

Figure 13: Aerial image of the subject property in relation to the surrounding

The remainder portion to the east is also being cut off as part of this application and remains in its current extent, thus anyone purchasing the property will be aware of the abutting development. The properties further east (Erven 4528 & 4525, George) will experience no change whatsoever and will not be impacted as the proposed remainder portion containing the dwelling house will remain in its current extent. Existing trees and landscaping in addition to proposed landscaping on the eastern boundary will further assist in preventing overlooking and maintaining privacy between the properties. A 2.1m vibracrete wall is also being constructed towards the remainder portion which will also sufficiently mitigate both noise and privacy issues to the dwelling on the remainder portion. In addition, the southern neighbouring properties (Erven 428 & 429, George) will benefit from the erection of a proposed 2.1m vibracrete wall and additional landscaping along the southern boundary, which will improve privacy and assist in reducing potential noise impacts. These neighbours also have a large backyard area abutting the proposed development thus the neighbouring dwellings are sufficiently spaced from the current proposal for privacy and overshadowing not to be of significant concern. The western neighbouring property is already developed with a two-storey structure and is therefore considered compatible with the scale and form of the proposed two-storey development. This neighbour is also located across the road (Link Walk Street) in addition to having the parking lot area of the proposed development in between thus being located at a sufficient distance to not be influenced by privacy and overshadowing related issues.

The proposed development is furthermore not expected to negatively influence surrounding traffic movement or accessibility within the area. The proposed access point to Portion A will be located along the western side of the property adjacent to Link Walk and is positioned away from neighbouring access points and nearby intersections, thereby limiting conflict between vehicle movements. The proposed development is modest in scale and is not anticipated to generate excessive traffic volumes that would negatively impact the surrounding road network. Access to sunlight for neighbouring properties will also remain largely unaffected due to the separation distances between the proposed structures and surrounding buildings. Although temporary visual disturbances may occur during the construction phase, the completed development is expected to align with the existing residential and heritage character of the area and integrate appropriately with the surrounding built form.

5.1.3 Environmental Legislation

No listed activities as contemplated by the National Environmental Management Act, 1998 (as amended) (NEMA), are triggered by this application.

5.2 Land Use Planning Act (LUPA)

The development objectives entrenched in SPLUMA have been assimilated into the Western Cape Land Use Planning Act, 2014 (Act 3 of 2014) and set out a basis for the adjudication of land use planning applications in the province. It requires that local municipalities have due regard to at least the following when doing so:

- Applicable spatial development frameworks;
- Applicable structure plans;
- Land use planning principles referred to in Chapter VI (Section 59);
- The desirability of the proposed land use; and

- Guidelines that may be issued by the Provincial Minister regarding the desirability of proposed land use.

The land-use planning principles of LUPA (Section 59) are, in essence, the expansion of the five development principles of SPLUMA listed above. Again, only the relevant aspects are addressed in this report.

5.3 Compliance/Consistency with Spatial Policy Directives

Section 19(1) and (2) of LUPA states that the following:

"*(1) If a spatial development framework or structure plan specifically provides for the utilisation or development of land as proposed in a land use application or a land development application, the proposed utilisation or development is regarded as complying with that spatial development framework or structure plan;*

(2) If a spatial development framework or structure plan does not specifically provide for the utilisation or development of land as proposed in a land use application or a land development application, but the proposed utilisation or development does not conflict with the purpose of the relevant designation in the spatial development framework or structure plan, the utilisation or development is regarded as being consistent with that spatial development framework or structured plan."

Given the nature of this land use application and its location within George, this proposal is *consistent* with LUPA.

5.4 George Integrated Zoning Scheme By-Law (2023)

According to the George Municipality Integrated Zoning Scheme By-Law (2023), the subject property is currently zoned "Single Residential Zone I". The proposed development seeks to facilitate additional residential opportunities within the Pacaltsdorp area. Although the proposed development does not fully comply with the parking requirements prescribed in terms of the zoning scheme, as 16 parking bays are required while only 12 parking bays can be accommodated on-site, a departure application is submitted to relax the required number of parking bays. The proposed relaxation is considered acceptable given the subject property's proximity to the Go-George Bus Service public transport route, which reduces reliance on private vehicle use. Additionally, the disabled parking bay does not meet the minimum requirements of a disabled parking bay and therefore requires a relaxation.

Additionally, a building line relaxation along Church Street is required for the proposed flats from 5m to 2.5m, 2.6m & 3.5m. This configuration ensures that the building line on the southern side is not encroached where neighbours could possibly be influenced.

6. DESIRABILITY & NEED

The concept of "desirability" in the land use planning context may be defined as the degree of acceptability of a proposed development on the land units concerned or the proposed subdivision of a property. This section expresses the desirability of the proposed application when considered in conjunction with the relevant development principles, spatial planning policies, and statutory planning framework discussed above, as well as the degree to which the proposal may be regarded as being in the broader public interest. It is our view that the initial investigation into the desirability of the proposed development reveals no obvious negative impacts that would render the proposal undesirable from a planning perspective.

The proposal is seen as desirable as it is not foreseen that the proposed land use application will negatively influence the surrounding neighbouring properties or the broader character of the area. The proposed development has been designed with due consideration to the surrounding residential - and heritage character of the Pacaltsdorp Heritage Precinct, and the scale and form of the proposed two-storey flats development are considered compatible with the surrounding built environment. Furthermore, the proposed development will not materially impact privacy, sunlight access, traffic movement, or streetscape character as there is sufficient spatial separation between neighbouring properties.

The modest scale of the development and proposed mitigation measures such as current - and proposed landscaping and boundary treatment will also mitigate negative effects and promote positive uses. The proposal is expected to integrate successfully into the urban fabric without compromising the character of the area. Although the proposed development does not fully comply with the parking requirements prescribed in terms of the zoning scheme, the proposed parking departure is considered acceptable due to the subject property's proximity to the Go-George Bus Service public transport route, which reduces dependence on private vehicle usage.

The proposed development will furthermore allow for the creation of additional residential opportunities within the existing urban edge and designated densification zone of Pacaltsdorp. The subject property is already serviced by existing municipal engineering infrastructure, including road, water, sewerage, and electricity services, and the proposed development will therefore optimise the use of existing municipal resources and infrastructure. In addition, the proposal aligns with the densification and urban infill objectives promoted by the applicable spatial planning policies and frameworks, including the George Municipal Spatial Development Framework and the Pacaltsdorp Local Spatial Development Framework.

The proposed development is therefore considered desirable, as it promotes sustainable urban development, more efficient land utilisation, and improved access to well-located residential opportunities within an established urban area.

The development is not specifically needed to realise a specific spatial goal of the MSDF, but it should be noted that the development is considered to be a higher density development, within a designated densification zone wherein higher density developments could be supported. It is also located within close proximity to public transport opportunities, which is another aspect promoted within the MSDF. The argument is therefore that the proposal does promote the relevant goals of the MSDF, whilst being limited in capacity to ensure integration with the existing surrounding developments and limiting negative effects.

So, whilst it is not specifically needed it does not contradict the MSDF and is needed to provide higher density, more accessible and affordable housing opportunities. It is a given that existing sites that are underutilised need to be redeveloped to accommodate higher density developments as the city grows and population numbers increase as this is the only way to sustainably ensure affordability and curb urban sprawl.

7. CONCLUSION

It is believed that the abovementioned principles, considerations, and guidelines for this land use application for the subdivision of Erf 129, Pacaltsdorp, satisfy the applicable legislation. As a result, it is trusted that this application can be finalised successfully.

DELAREY VILJOEN Pr. Pln **AUGUST 2026**

ANNEXURE 1

<u>TRUST RESOLUTION</u>

<u>Muller Trust</u>

RESOLUTION PASSED ON 26/05/2026

It was resolved that **John Louis Muller** be appointed as representative for the above entity and can sign documentation on behalf of the trust.

This decision was approved by all parties concerned.

John Louis Muller

P.C.E. Muller

Pamela Catherine Elizabeth Muller

Frances Schroter

I, **John Louis Muller,** hereby accept my appointment as representative of the above entity without any objections.

J L Muller

POWER OF ATTORNEY

I, **John Louis Muller,** the undersigned and authorised representative of the **Muller Trust**, the registered owner of Erf 129, Pacaltsdorp, George Municipality and Division hereby instruct Delarey Viljoen of *DELPLAN Consulting* to submit the land use application with the local authority.

____
J L Muller

Date: 26/05/2026

Witnesses:

1. ______________________________

2. ______________________________

G.P.-S. 003-0148

Original

J246

REPUBLIC OF SOUTH AFRICA

MAGTIGINGSBRIEF
LETTERS OF AUTHORITY

Ingevolge Artikel 6(1) van die Wet op Beheer oor Trustgoed, 1988 (Wet 57 van 1988)
In terms of Section 6(1) of the Trust Property Control Act, 1988 (Act 57 of 1988)

No: **IT001024/2016(G)**

Hiermee word gesertifiseer dat /
This is to certify that

1) JOHN LOUIS MULLER - 5203205133080 (ID)

2) PAMELA CATHERINE ELIZABETH MULLER - 5106180107088 (ID)

3) FRANCES SCHROTER - 7108040232088 (ID), Representing: FRANCES SCHROTER INC - 2022/366823/21

gemagtig word om op te tree as trustee(s) van die /
is/are hereby authorized to act as trustee(s) of the

MULLER TRUST

GEGEE onder my hand te / GIVEN under my hand at JOHANNESBURG op hede die / this 20th dag van / day of FEBRUARY year 2023

Signature

ASSISTENT MEESTER
ASSISTANT MASTER

MEESTER VAN DIE SUID-GAUTENG HOOGGEREGSHOF
SELINA MATJENI
Assistant Master
2023 -02- 20
JOHANNESBURG
MASTER OF THE SOUTH GAUTENG HIGH COURT

DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT

Captured by: DOJCD\MNANDI

URN: 9922016TRU001024

Approved by: SELINA MATJENI

Trust Deed of the Muller Trust

Memorandum of an agreement in respect of a donation in trust made and entered into by and between

John Louis Muller

(Identity number 5203205133080)

hereinafter referred to as the "founder"

and

John Louis Muller

(Identity number 5203205133080)

and

~~**Pamela Catherine Elizabeth Muller**~~ Frances Schröter

~~**(Identity number 5106180107088)**~~

and

~~**FNB Fiduciary (Pty) Ltd, a subsidiary within the FirstRand Group of Companies, Registration number 1986/003488/07, duly represented by Sonja Irene Evans (Identity number 5907200172188)**~~

hereinafter referred to as the "trustee(s)"

for the benefit of the beneficiaries nominated as such in paragraph 1.2.1 of the trust document hereinafter referred to as the "beneficiaries"

Whereas the founder wishes to create a trust by way of a donation to the trustees for the purpose of establishing a trust for the benefit of the income and capital beneficiaries (hereinafter jointly referred to as the "beneficiaries"), subject to the terms and conditions laid down by the founder and contained in the trust deed;

And, whereas the trustees declared themselves prepared to accept the donation and administer such for the benefit of the beneficiaries subject to the terms and conditions laid down by the founder and stipulated in this deed;

Therefore this deed minutes that the founder and the trustees agreed as follows:

1. Definitions

1.1. In this trust deed, unless the context clearly otherwise indicates:

1.1.1. The singular shall include the plural and vice versa and words importing any gender shall include the other gender;

1.1.2. Any reference to persons, shall include natural persons legal persons and trusts;

1.1.3. Any reference to a company shall include a close corporation or other legal person and any reference to shares shall include members' interests, if applicable;

1.1.4. Any reference to children shall include legally adopted children and any reference to descendants shall include legally adopted descendants and their descendants;

1.1.5. Any reference to children and descendants shall include persons born or to be born or legally adopted prior to the vesting date.

1.2. The hereinafter mentioned words and concepts shall have the following meanings and any composition thereof shall have a corresponding meaning:

1.2.1. **"Beneficiary"** or **"Beneficiaries"** refers to income or capital beneficiaries in so far as the reference to beneficiary or beneficiaries relates to the income or capital of the trust and shall include the following persons, namely:

1.2.1.1 **"Income Beneficiaries"**: The beneficiaries who may benefit from the income of the trust in terms of the discretionary powers conferred upon the trustees, and which beneficiaries shall be selected by the trustees, in their discretion, from the ranks of the capital beneficiaries;

1.2.1.2 **"Capital Beneficiaries"**: The beneficiaries upon whom the capital will devolve during the currency of the trust or on termination thereof in terms of the provisions of the trust deed, and which beneficiaries shall be selected by the trustees, in their discretion, from the ranks of:

(i) John Louis Muller (Identity number 5203205133080);

(ii) Pamela Catherine Elizabeth Muller (Identity number 5106180107088);

(iii) The children born from the marriage between John Louis Muller (Identity number 5203205133080) and Pamela Catherine Elizabeth Muller (Identity number 5106180107088);

(iv) The legal descendants of the beneficiaries referred to under (iii) above;

(v) Any trust created or to be created in any country in terms of which any beneficiary or group of beneficiaries referred to in (i) to (iv) above qualify or are typified as a beneficiary/ies;

(vi) Any intestate heir of John Louis Muller and/or related to him/her by blood, only in the case of none of the beneficiaries referred to under (i) to (iv) above being alive on the vesting date.

1.2.2. **"Dependant"** in relation to a deceased member of a retirement fund refers to a person which is defined as a dependent in the Pension Funds Act 24 of 1956.

1.2.3. **"Electronic Communication"** has the meaning as set out in Section 1 of the Electronic Communications and Transactions Act 25 of 2002, meaning communication by means of data messages. Data messages has the meaning as set out in Section 1 of the Electronic Communications and Transactions Act 25 of 2002 and means data generated, sent, received or stated by electronic means, including but not limited to telephonic communication, video conferences, faxes and e-mails, on condition that this communication is put into writing and signed by all the trustees.

1.2.4. **"Family Company"** in relation to a person means any company (other than a company of which the shares are quoted on a recognised Stock Exchange) which, at any relevant time, was controlled or capable of being controlled directly or indirectly, whether through a majority of shares thereof or any other interest therein or in any other manner whatsoever, by that person or by that person and one or more of his relatives.

1.2.5. **"FNB Fiduciary"** refers to FNB Fiduciary (Pty) Ltd Reg. No. 1986/003488/07, (a subsidiary within the FirstRand Group of Companies).

1.2.6. **"Income"** or **"Trust Income"** has a wide connotation and includes all receipts not of a capital nature.

1.2.7. **"Independent Trustee"**:

1.2.7.1 If a natural person, refers to a person who is not a relative of any of the trustees or a relative of a beneficiary of this trust as defined in the trust deed; or

1.2.7.2 If a legal person, refers to any company or Close Corporation which is not a family company, as defined, in relation to any of the trustees or any of the beneficiaries as defined in the trust deed.

1.2.8. **"Relative"** (with reference to the definition of "Independent Trustee" and "Family Company") in relation to any person, means the spouse of such person or anybody related to him within the third degree of consanguinity.

1.2.9. **"Retirement Fund"** refers to any approved pension, provident, preservation and/or retirement annuity fund.

1.2.10. **"Trust"** refers to the trust formed in terms hereof.

1.2.11. **"Trust Deed"** refers to this document as a whole.

1.2.12. **"Trust Property"** means:

(a) The donation referred to in paragraph 3 hereafter; and

(b) Any other assets, income or rights which the trustees, in their capacity as such, may acquire with respect to donations, bequests or property acquired in any other manner or from whatever source.

1.2.13. **"Trustees"** refer to the incumbents of the office of trustee and include the first trustees acting in this capacity and any subsequent trustees appointed to the office of trusteeship.

1.2.14. **"Trusteeship"** refers to the office held by the trustees of the trust.

1.2.15. **"Trust Capital"** or **"Capital"** means the capital of the trust, consisting of the trust property, any capital gain realised on trust property and including any part of the net income which is not distributed, vested or allocated to any beneficiary in the course of the tax year of assessment during which it accrues to the trust and is accumulated to the capital (including any revaluation reserves), but after deducting so much of:

(a) The liabilities of the trust, both actual and contingent; and

(b) The sum of all provisions for renewals or replacement of assets and for liabilities (as envisaged in (a) above) the amount of which cannot be determined with substantial accuracy as the trustees in their discretion deem necessary.

1.2.16. **"Vesting Date"** means the date on which the trust income or capital or part thereof will vest in the beneficiaries to whom any part of the trust income or capital has been allocated. The vesting date shall be any of the following dates:

1.2.16.1 The date on which the trustees determine the vesting date and make interim distributions or allocations of any portion of the trust income or trust capital in terms of the powers vested in them in respect of trust income or trust capital;

1.2.16.2 The date on which the trustees may in their sole discretion determine to be the vesting date with respect to the remainder of the trust income or trust capital as at that stage.

2. Creation and Name of Trust

By way of the donation to the trustees on behalf of the beneficiaries referred to hereinafter, a trust is hereby created which shall be known as the Muller Trust.

3. Donation and Vesting of Rights to Trust Property

The founder hereby donates to the trustees an amount of R 100.00 (one hundred Rand) which donation is made and accepted by the trustees for the purposes of the trust, and which donation shall be the initial capital of the trust. Any subsequent additions to the trust capital, irrespective of the source from which such additions are derived, shall, if they are accepted by the trustees, vest in the trustees in their capacity as such and form part of the trust capital and be held and administered by the trustees subject to the terms contained in the trust deed.

4. Acceptance of Rights to Trust Property

On acceptance by the trustees of their trusteeship in terms of the trust deed and the abovementioned donation, the trustees immediately have a claim against the founder for the delivery of the donation and have the right and are bound to ensure that the donation is received by them. While the trust is in operation the trustees are hereby obligated to take possession of all the trust property including title deeds and other documents and to ensure their preservation and safekeeping for the duration of the trust.

5. Provisions Concerning Number of Trustees, Termination of Office and Succeeding Trustees

5.1. The first trustees of the trust are:

(i) John Louis Muller;

(ii) Pamela Catherine Elizabeth Muller; and

(iii) Sonja Irene Evans as representative of FNB Fiduciary (Pty) Ltd

5.2. There shall at all times be a minimum of 2 (two) trustees in office, provided that if there are less than 2 (two) trustees as a result of the death or termination of office of a co-trustee, the remaining trustee(s) will be authorised to exercise all the powers of trustees for the maintenance and administration of the trust capital until such time as another trustee(s) has been appointed, which appointment the trustee(s) so in office shall make within 90 (ninety) days of the death or termination of office of his co-trustee. While less than 2 (two) trustees are in office he/they shall specifically not be entitled to pass a valid resolution for the following:

(i) Distribution and allocation of income or capital;

(ii) Variation of the trust deed;

(iii) Sale of trust property;

(iv) Acquisition of trust property;

(v) Mortgaging of trust property;

(vi) Termination of the trust.

Notwithstanding the provisions of this clause mentioned above, in the event of FNB Fiduciary being the sole trustee, or the only remaining trustee, the minimum number of trustees mentioned above shall be reduced to 1 (one).

5.3. The trustees shall have the right to appoint additional trustees of their own choice subject to the condition that John Louis Muller shall have the right and be empowered to:

5.3.1. Appoint in his will a trustee of his choice to succeed him as trustee on his death; and

5.3.2. Appoint a nominee (who may also be an existing or potential beneficiary) of his choice, in his will or otherwise, to exercise the powers vested in his in terms of paragraph 5.3.1.

5.4. In the absence of the appointment of a trustee in terms of the powers granted under 5.2 and 5.3, the capital beneficiaries, assisted by their guardians if necessary, shall be empowered to appoint a trustee to take the place of a deceased or retired trustee.

5.5. On the date of his appointment by the Master of the High Court, a succeeding trustee shall be vested with all the powers and be subject to all the duties of a trustee as if he had been one of the first trustees of this trust.

5.6. A trustee shall cease to act as a trustee:

5.6.1. If he resigns as trustee, which he is entitled to do by written notice to this effect given to his co-trustee(s) and to the Master of the High Court where the trust is registered, which resignation will be effective from the date of confirmation of receipt thereof by the office of the Master of the High Court, irrespective of whether the Master of the High Court has appointed a trustee in his stead;

5.6.2. If he is declared incapable of managing his own affairs by a competent court;

5.6.3. If and while his estate is sequestrated, either provisionally or finally;

5.6.4. If, in terms of the provisions of the Companies Act in force from time to time, he is disqualified from serving as a director of a company;

5.6.5. If the majority of the trustees in office resolve in writing to terminate his office as trustee, which power shall not apply with respect to John Louis Muller.

6. Furnishing of Security by Trustees

A trustee serving as such, either as a first trustee, or as an additional or succeeding trustee, is exempted from furnishing security to the Master of the High Court, or any other person or body, in terms of the Trust Property Control Act, No. 57 of 1988, or in terms of any other statutory provision, for the proper performance of his duties as trustee.

7. Temporary Absence of a Trustee

7.1. A trustee is entitled to nominate another person of his choice to act in his stead during his temporary absence or inability to act, provided that the nominee is approved of by the other trustees in office;

7.2. If all the trustees in office are absent or temporarily unable to perform their duties as trustees, they shall be entitled by way of a joint proxy to nominate a person or persons to act as their agent(s) for the duration of their absence;

7.3. For purposes of paragraph 7.1 "temporarily absent or unable to perform their duties" refers to absence or inability for a continuous period of not more than 90 (ninety) days;

7.4. "Absence or inability" refers to absence or inability resulting in a trustee not being able to fulfil his duties as trustee;

7.5. A person so appointed shall have all the powers and be subject to all the duties of the trustee represented by him while he is acting in this capacity.

8. Resolutions by Trustees

8.1. Whenever reference is made to the discretion of the trustees, such discretion means an exclusive and absolute discretion vesting in the trustees;

8.2. Trustees shall pass resolutions:

8.2.1. If there are more than two trustees, by way of an ordinary majority of votes, provided that a unanimous decision by all the trustees in office will be required for:

(i) Distribution of income or capital;

(ii) Variation of the trust deed; or

(iii) Termination of the trust.

8.2.2. If there are only two trustees, by way of unanimous decision.

8.3. If, where necessary, a majority vote or unanimous resolution cannot be obtained, the dispute shall be referred to an arbitrator to be unanimously appointed by the trustees and, if unanimity cannot be reached in this regard, it shall be referred to a Counsel appointed by the Chairman of the Bar Council in the area of jurisdiction of the Master of the High Court where the trust is registered. The arbitrator, to whom the dispute has been submitted, shall be entitled to determine the procedure to be followed in the arbitration proceedings and his decision shall be final and binding on the trustees and the beneficiaries.

9. Execution of Documents

9.1. The trustees shall determine which trustee(s) will have signing powers regarding contracts, deeds and other documents relating to trust matters;

9.2. Signing powers and powers of approval of trustees with respect to transactions on the trust bank account, including, but not limited to electronic transactions, shall be regulated by the trustees;

9.3. A properly minuted resolution of the trustees is a prerequisite for any action in terms of 9.1 and 9.2.

10. Personal Interests of Trustees

The following provisions shall apply to a trustee having a personal interest in any trust matter, namely:

10.1. He shall disclose his personal interest to his co-trustees;

10.2. The co-trustees shall determine whether the trustee with the personal interest may participate in deliberations and/or vote on the issue concerned or not;

10.3. Should he be allowed to take part in deliberations and/or to exercise his vote, his personal interest in the matter concerned, is irrelevant.

11. Powers of Trustees

11.1. The powers of the trustees defined in this trust deed are powers which relate to that of the office of trustee, to enable them to administer the trust income and trust capital on behalf of the beneficiaries and not for their personal benefit. The extent of the powers vested in trustees must be interpreted subject to the main objective of the trust, namely to benefit the beneficiaries.

11.2. The trustees shall at all times be vested with such powers to deal with the trust property which they in their exclusive discretion deem necessary to best control the trust income and trust capital for the benefit of the beneficiaries. The main emphasis in the administration of the trust property is upon investment and not speculation and/or speculative transactions. Without restricting the general powers of the trustees, the trustees shall have powers to:

11.2.1. Open a bank account (which shall include an account with any recognised financial institution) for the trust, approve and effect electronic transactions on such account, draw cheques on such account or deposit moneys in it, issue bills and guarantees in favour of third parties against the account and to hand to the bank bills for collection in favour of the trust;

11.2.2. Buy, sell or exchange goods of any kind, movable and immovable, corporeal and incorporeal, shares, stocks, debentures and securities on such terms and conditions as the trustees may decide and to cede any rights;

11.2.3. Invest moneys which form part of the trust capital in such securities and on such terms and conditions as the trustees may determine;

11.2.4. Retain existing investments or investments made by the trustees in that form or to re-invest in any other form;

11.2.5. Grant loans to a beneficiary or any other person or institution of the trustees' choice, with or without interest against or free of security, and on such terms and conditions as the trustees may in their discretion determine, provided such loan(s) will benefit the trust or the beneficiaries or any one or more of them;

11.2.6. Negotiate loans in favour of the trust, with or without interest, with or without security, and on such terms and conditions as are agreed upon with the lender;

11.2.7. Mortgage, hypothecate or grant a lien on any asset of the trust;

11.2.8. Sell, let, improve, alter and maintain any fixed property (including Sectional Title) forming part of the capital and, if need be, to demolish fixed improvements and erect new improvements;

11.2.9. Collect rent and cancel leases, and to evict a lessee from property belonging to the trust;

11.2.10. Undertake township, sectional title, share block and time share development or any other forms of development on trust property;

11.2.11. Execute any act or deed relating to alienation, sub-division, exchange, transfer, mortgage, hypothecation or otherwise, in any deeds registry, mining titles office or other public office dealing with servitudes, usufructs, limited interests or otherwise; and to make any applications, grant any consents, and agree to any amendments, variations, cancellations, cessions, releases, reductions, substitutions or otherwise generally relating to any deed, bond or document for any purposes, obtain copies of any deeds, bonds or documents and generally to do or cause to be done any act whatsoever in any such office;

11.2.12. Institute or defend legal actions;

11.2.13. Attend meetings of creditors of a private individual, company or body who is a debtor of the trust irrespective of whether the meeting is in connection with insolvency, liquidation or judicial management; to vote on any matter submitted to the meeting and generally, to exercise all the rights a creditor would have had in similar circumstances;

11.2.14. Guarantee as surety or co-principal debtor, the due performance by any person for compensation or free of charge, notwithstanding that a trustee might have a personal direct or indirect interest in such person, and to bind an asset of the trust as collateral security for this purpose, provided, however, that such guarantee or suretyship should benefit the trust or any one or more of its beneficiaries;

11.2.15. Issue receipts, discharges or indemnities in respect of any repayment or discharge of obligations;

11.2.16. Make use of the services of professional advisers and contractors for the affairs of the trust and to pay for such services out of the trust income and/or capital;

11.2.17. Appoint employees at such wages and subject to such conditions of service as the trustees shall determine and to terminate the services of such employees;

11.2.18. Pay any costs incurred in connection with the administration of the trust out of the trust income and/or capital;

11.2.19. Accept donations or bequests on behalf of the trust subject to the terms and conditions of this trust deed and subject to the terms and conditions attached to such donation and/or bequest;

11.2.20. Repudiate any donations or bequests and/or enter into redistribution agreements in respect of any inheritance on behalf of the trust;

11.2.21. Carry on any form of business operation, including farming, in the name of the trust for profit or otherwise, alone or in partnership or association;

11.2.22. Form companies in any part of the world for such purposes as the trustees may determine, exercise the vote attaching to such shares vesting in the trustees and, generally, to exercise any or all of the rights a shareholder may have had in a company by virtue of the statutory stipulations applicable to such a company;

11.2.23. Either solely or in conjunction with other persons, cause any re-organisation, consolidation, merger or re-adjustment of the capital value of any of the said shares or of the shares of any company which may at any time be held as portion of the trust capital, and to receive and continue to hold as portion of the trust capital any assets arising out of any such re-organisation, consolidation, merger or re-adjustment and accruing by reason of their participation in any such matters;

11.2.24. Consent to any re-organisation, arrangement or reconstruction of any company the securities of which form, from time to time, the whole or any part of the trust capital and to consent to any reduction of capital or other dealings with such securities as they may consider advantageous or desirable;

11.2.25. Use any voting rights attached to any shares forming part of the trust capital to cause such change to be made in the board(s) of directors or the other officers of any of the companies involved as they may consider to be in the best interest of the trust and shall be entitled to appoint or cause to be appointed either one or more of themselves as such directors or officers or cause some other person or persons to be so appointed on the basis that such persons will act as nominees for the trustees;

11.2.26. Where investments are made in a company or Unit Trust Scheme, whose Memorandum of Incorporation or regulations prohibit the registration of such investments in the name of the trust, then, in that event, the investments may be held by any of the trustees in their personal names on behalf of the trust or it may be registered in the name of any nominated company who keeps units, shares or securities in safe custody as part of its business, irrespective of the form in which it is held;

11.2.27. Decide whether any receipt of a liquidation dividend or any other asset in respect of which there may be doubt by the trust shall form part of the income or capital of the trust;

11.2.28. Sign all documents and take all such steps deemed necessary for the meaningful exercising of the powers granted to them;

11.2.29. Affect an assurance policy on the life of the founder, a trustee and/or a beneficiary or to take cession of such a policy and to pay the premiums for such policy. If during the currency of the trust a person so assured should die while the assurance policy on his life is still in operation, the proceeds of such policy shall form part of the trust capital;

11.2.30. Effect short-term insurance policies in order to insure the assets of the trust or any risk that the trust or trustees might encounter and to pay the premiums on such policies and to deal with such policies as the trustees may deem fit;

11.2.31. Exercise, where applicable, all the powers which directors of a private company have in terms of the Companies Act 71 of 2008 and regulations thereto;

11.2.32. Apply on behalf of the trust for membership of a co-operative company or association or any other body or society and to enjoy the benefits derived from such membership and to subject the trust property to mortgage, pledge or hypothecation as security if so required;

11.2.33. Make trust property available to any beneficiary on such terms and conditions as the trustees shall determine including free of charge or against payment of certain related costs, including but not limited to maintenance costs rates and taxes, licence fees and insurance premiums. The trustees will, in the exercise of their discretion in terms of this paragraph, not be obliged to take into consideration any degree of equality as between the beneficiaries, or to benefit all of the beneficiaries in terms of this paragraph. The decision of the trustees in this regards will be final and binding on the beneficiaries;

11.2.34. Apply to the Land and Agricultural Development Bank of South Africa for a loan or loans against security of trust assets, movable and immovable, subject to such conditions imposed by the Bank and accepted by the trustees;

11.2.35. Create trusts or any other legal persons in any country as envisaged in paragraph 15 hereof;

11.2.36. At any time during the existence of the trust vest, allocate or distribute the whole or any part of any capital gain (as defined in the Eighth Schedule to the Income Tax Act – Act 58 of 1962, as amended from time to time), arising in the trust in a year of assessment, in or to all or such one or more of the capital beneficiaries, and in such shares if more than one, and in such manner and upon such terms and subject to such conditions and limitations as the trustees may from time to time in their sole and absolute discretion determine;

11.2.37. At any time during the existence of the trust vest, allocate or distribute any part of the income or capital of the trust, in or to all or such one or more of the beneficiaries, in such shares, if more than one, and in such manner and upon such terms and subject to such conditions and limitations as the trustees may from time to time in their sole and absolute discretion determine;

11.2.38. Exercise any powers granted to them in this deed in any country in the world;

11.2.39. Decide whether any expenses of the trust should be paid out of the income and/or capital of the trust.

11.2.40. Accept and receive payments from any retirement fund/s on behalf of any beneficiary of this trust who has been identified as a dependent of a deceased member of that retirement fund, and or a nominee of such a dependent as defined in the Pension Fund Act 24 of 1956 as amended from time to time and specifically referred to in section 37C of that Act. When agreeing to accept such payment from such approved retirement fund/s the trustees from time to time of this trust will provide the trustees of that retirement fund with a written undertaking/resolution whereby they formally agree to abide by the apportionment of funds allocated to such beneficiaries and to ensure that both the allocated capital amount as well as any income relating to that capital amount, cumulatively referred to as the 'retirement fund benefit', will be invested, administered and eventually distributed to the beneficiary so identified. Should such beneficiary pass away prior to the final distribution of the retirement fund benefit such 'retirement fund benefit' allocated to him/her will devolve upon his/her heirs as indicated in his / her will and failing a valid will, his/her heirs in terms of the law of intestate succession.

12. Duties of Trustees

Apart from the common law duties which attach to the office of trustee, the trustees shall be subject to the duties enunciated in the Trust Property Control Act No. 57 of 1988, namely to:

12.1. Ensure that a notarially certified or an originally signed copy of the trust deed is filed with the Master of the High Court;

12.2. Refrain from acting as a trustees until they are in possession of a letter of authority from the Master of the High Court so to act;

12.3. Open a trust account with a banking institution in the name of the trust upon receipt of any funds on behalf of the trust, in which all moneys received by them for purposes of the trust, shall be deposited;

12.4. Take possession of all title deeds and documents relating to the affairs of the trust for safekeeping;

12.5. Ensure that proper books are kept of the affairs of the trust;

12.6. Keep all trust property separate and register it in the name of the trust so that it can be identified as trust property;

12.7. Refrain from holding or disposing of trust property for their personal benefit or for the benefit of their estates, and, generally to act in a prudent and responsible manner as can be expected from persons who are in charge of the affairs of another.

13. Meetings of Trustees and Resolutions

13.1. The trustees may meet from time to time to discuss and resolve the business of the trust. For this purpose the following shall apply:

13.1.1. The trustees must convene meetings of the trustees whenever necessary for the proper administration of the trust;

13.1.2. Resolutions passed at meetings shall be duly recorded and minuted;

13.1.3. Every trustee has the right to call a meeting of trustees;

13.1.4. The trustees themselves shall determine policy and procedures to be followed at meetings.

13.2. A written resolution signed by all the trustees has the same legal force as a resolution passed at a meeting of trustees;

13.3. The trustees shall pass resolutions at least once a year allocating and/or distributing and/or capitalising income and/or capital gains which accrued to the trust during the relevant financial year. The trustees shall pass such resolutions prior to the end of the financial year of the trust;

13.4. The Board of Trustees, in their administration of the trust and to enable them to give effect to any formal legal requirement, may authorise one or more of their number to sign all documents required to be signed for the execution of any transaction concerning the business of the trust. Any resolution certified by a trustee to be a true extract from the minutes of a resolution passed by all the trustees shall in all respects have the same legal force as a resolution signed by all the trustees;

13.5. The trustees or their representatives may attend meetings in person or participate in meetings by way of electronic communication as defined in paragraph 1.2.3.

14. Employment of Capital

14.1. The trust is a discretionary trust as far as the employment, allocation, vesting and distribution of capital is concerned, and the trustees may in their absolute discretion allocate, vest, transfer or pay any portion of the capital in/to any beneficiary who may qualify as a capital beneficiary, and in particular they are entitled to:

14.1.1. Make any payments or distributions which they are empowered to make from the income of the trust, from the capital if the income is insufficient for these purposes;

14.1.2. Vest in, allocate, distribute or utilise the whole or part of the capital during the currency of the trust, to or for the benefit of the beneficiaries or any one or more of them in such manner and in such proportions and subject to such terms and conditions, as the trustees may, in their absolute discretion deem fit, without consideration of any degree of equality between the beneficiaries, and without any obligation to benefit all of the beneficiaries in any manner whatsoever. When any portion of the capital is distributed to beneficiaries in terms of this paragraph the trustees may, in their absolute discretion, decide to credit any portion of such distribution on loan account for the benefit of such beneficiary on the terms and conditions as set out in paragraph 16 below;

14.1.3. Whenever any portion of the capital is distributed to a beneficiary in terms of this trust deed, to effect payment in cash or in kind, or partly in cash and partly in kind. The value placed by the trustees on any goods or property forming part of such a distribution shall be final and binding on all concerned;

14.1.4. Decide whether any recipient of an interim benefit in terms of paragraph 14.1.2 shall continue to be a beneficiary of the trust or whether the interim distribution shall constitute a final distribution to the beneficiary concerned, notwithstanding any other terms or conditions contained in this trust deed.

14.2. Notwithstanding any contrary provision in the trust deed, the capital or any portion thereof shall not be paid or transferred to a capital beneficiary who is a natural person until he or she shall have attained the age 25 (twenty five) years. This provision will in no way prohibit the trustees from vesting any portion of the capital in any beneficiary as envisaged in paragraph 14.1.2 above read with paragraph 16 below or from utilising any portion of the capital for the benefit of a capital beneficiary.

15. Employment of Income

The trust is a discretionary trust as far as the employment, allocation, vesting and distribution of trust income is concerned, and the trustees may in their absolute discretion vest, allocate, transfer or pay income in or to any beneficiary who may qualify as an income beneficiary, and in particular they are entitled to:

15.1. Pay all costs incurred by the trustees in connection with the administration of the trust;

15.2. Pay such amounts to any beneficiary as the trustees may deem reasonable and desirable for the maintenance, education and advancement in life of such beneficiary without any consideration of equality as between the beneficiaries;

15.3. Vest in, allocate, distribute or utilise income to or for the benefit of any one or more of the beneficiaries in such proportions and on such terms and conditions as the trustees may in their absolute discretion determine, without consideration of any degree of equality between the beneficiaries, and without any obligation whatsoever to benefit all of the beneficiaries in any manner. When allocating or distributing income to beneficiaries in terms of this paragraph the trustees may, in their absolute discretion, decide to credit a beneficiary's loan account with any portion of the amount so distributed or allocated. Such loan account will be subject to the terms and conditions set out in paragraph 16 below;

15.4. Distribute income according to source classification or identity and to determine which income will be distributed to a particular beneficiary;

15.5. Decide to whom any distributions in favour of any minor beneficiary should be paid; a receipt signed by such nominated person shall be deemed to be legal and proper evidence of receipt of such distribution on behalf of such beneficiary;

15.6. Reimburse themselves in respect of any expenses that they personally may have incurred in connection with the performance of their duties as trustees;

15.7. Accumulate income in the trust in order to supplement the capital;

15.8. Should any dispute arise between the beneficiaries and the trustees with regards to the meaning of the concepts "income" and "capital", the decision of the trustees will be final and binding on the beneficiaries.

16. Payment, Transfer and Investment of Benefits

16.1. In the distribution of income and/or any portion of the capital to a beneficiary, the trustees shall be entitled either to transmit the award made to the beneficiary concerned or to credit his loan account in the books of the trust. Such award vests in and accrues to the beneficiary on the date of the distribution resolution. Any credit on the beneficiary's loan account shall remain under the control of the trustees and may be invested by the trustees on behalf of such beneficiary and/or, together with any income thereon and any further additions thereto, reflected as a loan owing to the beneficiary and a claim against the trust. All such capital and income on investment or otherwise remains the property of such beneficiary but will, while the trust is in operation, only be paid to such beneficiary in such amounts or in the form of such assets and upon such times as the trustees may in their sole and absolute discretion determine but, provided always, that such amount owing on loan account to such beneficiary will be:

16.1.1. Subject to the provisions of paragraph 24; and

16.1.2. Payable to the beneficiary, or his estate, or to a sub – trust created for such beneficiary in terms of paragraph 17 of this trust deed at such time as the trustees may, in their sole and absolute discretion, determine.

16.2. A loan account in favour of a beneficiary (as envisaged in paragraph 16.1) may in the sole discretion of the trustees, be interest free or subject to interest at a rate determined by the trustees and subject to such repayment terms as the trustees may determine.

17. Creation of Further Trusts or Other Entities

17.1. The trustees shall have the right to distribute any portion of the income and/or the capital in the creation of a further trust in any country for the benefit of any beneficiary of this trust on terms and conditions *mutatis mutandis* the same as set out in this trust deed and with such alterations as the trustees may, in each particular case, deem fit.

Without in any way derogating from the generality of the foregoing, the trustees shall have the right to:

17.1.1. Provide in such trust deed for a vesting date prior to or subsequent to the vesting date contained in this trust deed;

17.1.2. Appoint separate trustees for such trusts.

17.2. The trustees will be entitled to utilise any part of the income or the capital of this trust for the formation in any country of any legal person of which the total shareholding of such legal person are held by a beneficiary or beneficiaries of this trust and to distribute such part of the income or capital to such legal person for the benefit of such beneficiary, subject thereto that all required authorisation is obtained;

17.3. The trustees will be relieved from any further responsibilities in respect of such amounts transferred out of the capital to such separate trust or to such legal person.

18. Termination of Trust and Distribution of Capital

Subject to the definition of the vesting date the following provisions shall apply on the termination of the trust:

18.1. Apart from any interim distributions of capital that the trustees may have made, the trust shall continue until the vesting date as hereinbefore defined, in paragraph 1.2.16.2 and subject to paragraph 18.2 of this trust deed, the capital will be distributed to the capital beneficiaries in such proportions and on such terms and conditions as the trustees may in their absolute discretion determine, without consideration of any degree of equality whatsoever as between the beneficiaries and without any obligation to benefit all of the beneficiaries in any manner whatsoever;

18.2. If at the vesting date, a beneficiary who is a natural person and to whom any portion of the trust capital will be distributed shall not have reached the age of 25 (twenty five) years, then in that event, the trust shall continue in respect of such beneficiary until such time as he or she reaches the age of 25 (twenty five) years before a distribution will be made to him or her. This provision will in no way prohibit the trustees to vest any portion of the capital in any beneficiary under the age of 25 (twenty five) years or from utilising any portion of the capital for the benefit of such beneficiary;

18.3. If none of the beneficiaries mentioned under paragraph 1.2.1.2(i) to (iv) above survives the vesting date, the capital shall accrue to such persons related to John Louis Muller by blood and in such proportions as the trustees may, in their absolute discretion, determine without consideration of any degree of equality between the beneficiaries, and without any obligation whatsoever to benefit all of them in whatever manner.

19. Annual Financial Statements

19.1. The trustees shall keep a proper set of books recording the affairs of the trust. The trust's financial year will close on the last day of February (or such other date as the trustees may determine) of every year. At this date financial statements will be prepared which will be subject to annual audit if the trustees deem it necessary. Every beneficiary of the trust shall on request be entitled to a copy of the annual financial statements of the trust;

19.2. The trustees shall be entitled to appoint an accountant (hereinafter referred to as the accountant of the trust) to undertake the functions referred to above;

19.3. Should the trustees decide that the financial records of the trust or any part thereof should be subject to audit, they will be entitled to appoint a Registered Auditor (hereinafter referred to as the auditor of the trust) for this purpose.

20. Personal Liability of Trustee

A trustee shall only be personally liable for any loss which the trust may suffer if such loss was due to the failure of the trustee to act with the care, diligence and skill which can reasonably be expected of a person who manages the affairs of others. A trustee shall not be liable for a breach of trust committed by a co-trustee unless there was collusion between the trustees.

21. Amendment to the Trust Deed

21.1. The trust deed may be amended by agreement between the founder and trustees and, if the founder is no longer alive, or is declared incapable of managing his own affairs, by agreement between the trustees and the capital beneficiaries alive at that stage. The consent by the guardian of a minor beneficiary will be sufficient to effect a valid amendment of the trust deed;

21.2. It is the intention of the founder that, during his lifetime and, provided he is not declared incapable of managing his own affairs, the trust deed may be amended by agreement between the founder and the trustees without the consent of any beneficiary, notwithstanding the fact that such beneficiary may have received and/or accepted any benefit from the trust in writing or otherwise;

21.3. In the event that the trust deed is replaced *in toto* with a Deed of Amendment such amendment shall not be construed to be a novation of the trust.

22. Remuneration of Trustees

22.1. The trustees are entitled to remuneration for their services at a rate they deem equitable, provided such remuneration is reasonable in relation to services rendered;

22.2. A trustee who is an attorney, accountant or other professional person shall be entitled to his normal remuneration for professional services rendered irrespective of the fact that he may be a trustee of the trust.

23. Restrictions on Beneficiaries

23.1. Until any benefit or award vests in a beneficiary, nothing herein contained shall create or confer upon any beneficiary any right or claim to any benefit or award or delivery of any assets hereunder;

23.2. No rights or hopes of the beneficiaries under this trust and no part thereof shall be attachable by any creditor of any beneficiary or vest in his trustee in insolvency and if, prior to any payment or award being made to any beneficiary, he shall have committed or suffered any act, default or process of law (other than a cession, assignment, pledge or other encumbrance which the trustees have recognised in terms of paragraph 23), whereby such rights or hopes or any part thereof would, but for the provisions of this paragraph, become vested in or payable to any other party or parties or if any beneficiary shall be declared insolvent or assign his estate in favour of his creditors or if an attachment is made or execution is levied on or against the rights or hopes of any beneficiary or any part thereof then and in any or all of such cases such rights and hopes of the beneficiary concerned under this trust shall immediately and entirely henceforth cease and terminate and those rights and hopes shall thereupon and subject to the provisos below, vest in the trustees to be dealt with by them, subject to the conditions of paragraphs 23.2.1, 23.2.2 and 23.2.3, namely:

23.2.1. No such beneficiary shall be obliged to repay to the trust any amounts previously paid or advanced to him by the trust;

23.2.2. The trustees shall be entitled, in their discretion, to continue to hold in trust for the lifetime of the beneficiary concerned (or such lesser period as they may decide on) the share or part of the share of the capital to which he would, but for the provisions of this paragraph 23, have been or become entitled on the vesting date and to pay or, without detracting from the other powers conferred on them and subject to such conditions as they may decide to impose, to advance to or to apply for the benefit of him or his descendants for his or their maintenance such portion of the amount so held by them or of the income accruing thereon as they in their discretion shall deem fit, and, in the case of a trust being a beneficiary, for the benefit of the beneficiaries of such a trust;

23.2.3. If the trustees do continue to hold the said share of the capital in trust as aforesaid then, notwithstanding that the rights and hopes of the beneficiary shall have ceased and terminated and notwithstanding anything to the contrary herein contained, such rights and hopes shall, on the beneficiary's death, devolve upon his descendants entitled thereto by representation *per stirpes*.

23.3. In the absence of prior written authorisation thereof by the trustees, the trustees shall be entitled to refuse to recognise and to treat as null and void any cession, assignment or pledge of the rights or hopes of any beneficiary hereunder. The trustees may refuse to make any payment otherwise than direct to or on behalf of or for the benefit of the person entitled thereto under this trust deed.

24. Prohibition on Alienation or Encumbrance of Vested Interests

24.1. A beneficiary will not be entitled to pledge, sell, cede (as security or otherwise) or dispose in any manner any benefit or interest which vest in him but which was not paid to him, but credited to his loan account as envisaged in paragraph 16 above, unless the trustees, in their sole and absolute discretion, agree thereto in writing;

24.2. In the absence of prior written authorisation thereof by the trustees, the trustees shall be entitled to refuse to recognise and to treat as null and void any session assignment or pledge of a beneficiary's loan account as envisaged in paragraph 24.1. The trustees may refuse to make any payment otherwise than direct to or on behalf of or for the benefit of the person entitled thereto under this deed.

25. Foreign Exchange Control

Notwithstanding any provisions to the contrary in this deed:

25.1. No distribution, payment or delivery of trust income or capital shall be made by the trust which could constitute a contravention of the foreign exchange regulations of the Republic of South Africa;

25.2. The measure of participation in the benefits under this trust by beneficiaries who are temporarily resident outside the Republic of South Africa and who are subject to the foreign exchange regulations of the Republic, is limited, so that neither the trust nor any company in which the trust has a direct or indirect interest:

25.2.1. Can be classified, in terms of any statute or regulations, as a non-resident of the Republic of South Africa; or

25.2.2. Is prohibited or limited, in terms of such laws or regulations, to obtain loans or credit facilities in the Republic of South Africa.

26. Marriage, Permanent Life Partnership or Domestic Partnership of a Beneficiary

All benefits accruing to a beneficiary in terms of this trust deed shall for all purposes be excluded from any community of property or community of profit and loss. The accrual system in terms of the Matrimonial Property Act 88 of 1984 or any similar system applicable to Permanent Life Partnerships or Domestic Partnerships shall not apply to benefits derived from the trust.

27. Taxes

If the founder or any other person is taxed on any income received by or accrued to the trust, the trustees may pay the tax assessed on such income out of the income and if need be, out of the capital of the trust and in the event of the founder or such other person having already paid the assessed taxes, the founder or such other person may have a claim for a refund of such payments against the trustees.

28. Transfer to Another Jurisdiction: Change of Proper Law

Notwithstanding anything to the contrary herein contained or any previous exercise of any of the powers conferred by this paragraph 28 but, subject thereto that all required authorisation is obtained, and that the trustees ensure that such actions as set out in this paragraph is legally valid and possible in terms of the prevailing law of the Republic of South Africa, the trustees shall have the power at any time by written instrument or instruments.

28.1. To retire as trustees and to appoint one or more new trustees in a different state or jurisdiction as trustees hereof so that upon acceptance of office by such new trustees the trustees shall immediately stand possessed of the capital upon trust for the new trustees and shall transfer the same to the new trustees as soon as possible; and

28.2. Whether or not in conjunction with the exercise of the power conferred under sub-paragraph 28.1 above to change the law and the jurisdiction under which questions relating to the validity, construction and effect of this trust deed and each and every provision thereof are to be determined ("the Proper Law pertaining to this trust") to the law of some other state or territory in any part of the world and (unless the trustees expressly declare, as they shall be entitled to do, that the primary forum for the administration of this trust shall be a different place) the primary forum for the administration of this trust shall thenceforth be the courts of such state or territory; provided that:

28.2.1. The law of the jurisdiction to which the Proper Law of this trust is proposed to be changed is a law under which the trustees' powers and the provisions herein contained would remain enforceable and capable of being exercised and so taking effect; and

28.2.2. Upon any such change the trustees shall by written instrument make or confirm such consequential alterations or additions to the trustee's powers or the provisions of this trust deed as they may from time to time thereafter consider necessary or desirable to ensure that, as far as may be possible, the trustees' powers and the provisions of this trust deed shall *mutatis mutandis* be valid and effective as they were immediately prior to such change. Any provision of the trust deed which is invalid under the Proper Law of the trust and which cannot be amended or deleted shall be treated as omitted.

29. Limitation Relating to Founder

Notwithstanding anything to the contrary herein expressed or implied, no discretion or power conferred upon the trustees or any other person by this trust deed or by any rule of law or arising in consequence of the exercise of any power conferred upon the trustees by this trust deed, shall be exercised and nothing in this trust deed shall operate so as to cause or permit part of the capital of the trust to be or become payable to or applicable directly or indirectly for the benefit of the founder or his estate, except in so far as the founder may benefit as a capital beneficiary by virtue of the discretionary powers vested in the trustees.

30. Invalidity and Divisibility of Provisions

Should any paragraph or provision of the trust deed be found to be invalid or unenforceable in any way, such paragraph or provision shall be deemed to be separate and divisible from the remaining provisions of this trust deed, and the validity and enforceability of the remaining terms and conditions of this deed shall not be affected.

31. Acceptance of Donation

By subscribing their signatures to this trust deed, the trustees confirm their acceptance of the donation made by the founder and undertake to act in accordance with the provisions of this trust deed.

Witnesses

Thus done and signed at George in the presence of the undersigned witnesses on this the 3 day of December 2015

1.

2.

Founder: John Louis Muller

Witnesses

Thus done and signed at George in the presence of the undersigned witnesses on this the 3 day of December 2015

1.

2.

Trustee: John Louis Muller

Witnesses

Thus done and signed at George in the presence of the undersigned witnesses on this the 3 day of December 2015

1.

2.

P. C. E. Muller

Trustee: Pamela Catherine Elizabeth Muller

Witnesses

Thus done and signed at George in the presence of the undersigned witnesses on this the 3 day of December 2015

1.

2.

Trustee: Sonja Irene Evans
as representative of FNB Fiduciary (Pty) Ltd

ANNEXURE 2

Sharon Prinsloo Attorneys
3 Varing Street
Windsor Park Block G4
George
6529

Prepared by me

Prinsloo

CONVEYANCER
SHARON PRINSLOO
(LPCM Number 85317)

Deeds Office Registration fees as per Act 47 of 1937		
	Amount	Office Fee
Purchase Price	R 2 000 000-00	R 1 544-00
Reason for exemption	Category Exemption.................	Exemption i t o. Sec/Reg..................... Act/Proc.....................

DATA / CAPTURE
03 JUN 2024
Sinazo Xhiphu

T000032521/2024

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 granted to him/her by

AUBREY CHARLES RICHARD DOUGLAS
IDENTITY NUMBER: 320506 5061 08 9
AND
HELENA HARRIET DOUGLAS
IDENTITY NUMBER: 390710 0049 08 2
MARRIED IN COMMUNITY OF PROPERTY TO EACH OTHER

DATA / VERIFY
04 JUN 2024
Anitha Manyisa

which said Power of Attorney was signed at GEORGE on 8 May 2024

Lexis® Convey 18.3.4.4

And the appearer declared that his/her said principal had, on 8 May 2024, truly and legally sold by Private Treaty, and that he/she, the said Appearer, in his/her capacity aforesaid, did, by virtue of these presents, cede and transfer to and on behalf of:

THE TRUSTEES FOR THE TIME BEING OF
MULLER TRUST
REGISTRATION NUMBER: IT001024/2016 (G)

its Successors in Office or assigns,

REMAINDER ERF 129 PACALTSDORP, IN THE GEORGE MUNICIPALITY GEORGE DIVISION, PROVINCE OF THE WESTERN CAPE

IN EXTENT: 4373 (FOUR THOUSAND THREE HUNDRED AND SEVENTY THREE) SQUARE METRES

FIRST REGISTERED BY DEED OF GRANT DATED 8 AUGUST 1879 (GEORGE FREEHOLDS VOLUME 16 NO. 36) WITH DIAGRAM RELATING THERETO AND HELD BY DEED OF TRANSFER NO. T19969/1964

SUBJECT to the conditions referred to in Deed of Transfer No. 1662 dated 6th March, 1914.

WHEREFORE the said Appearer, renouncing all rights and title which the said AUBREY CHARLES RICHARD DOUGLAS and HELENA HARRIET DOUGLAS, Married as aforesaid heretofore had to the premises, did in consequence also acknowledge THEM to be entirely dispossessed of, and disentitled to the same, and that by virtue of these presents, the said

THE TRUSTEES FOR THE TIME BEING OF
MULLER TRUST
REGISTRATION NUMBER: IT001024/2016 (G)

its Successors in Office 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 R2 000 000,00 (TWO MILLION 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 30 MAY 2024

q.q.

In my presence

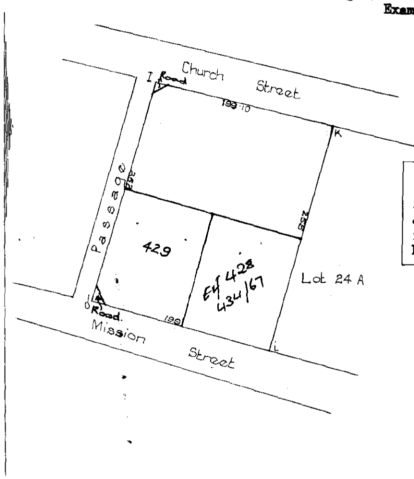
REGISTRAR OF DEEDS

ANNEXURE 3

S. G. Dgm. No. B/2209/1876

PACALTSDORP

The numerical Data of this Diagram are sufficiently consistent.
S.G.Dgm. No. 2209/1876. (Sgd.) L. Marquard
Examiner of Diagrams



	ANGLES
i'	91 43 40
o'	90 00 00
i	90 00 00
k	88 16 20

Scale 100 Cape Feet to an Inch.

* NOW ERF NO. 129 PACALTSDORP.

The above Diagram, bordered yellow, represents 352 Square Roods 57 Square Feet of Land*being Lot No. 21 of the Missionary Institution of PACALTSDORP, situate in the Division of George.

Bounded	North	by	Church Street
	South	"	Mission Street
	East	"	Lot 24 A
	West	"	a Passage

Framed from Actual Survey

(Sgd.) J.A.Thwaits

Government Surveyor

Copied from the diagram relating to
Title Deed No. Geo.F.16.36.
dated 8 th. August 1879. in favour of
Jonathan Roode
W.G. Hardwick
for SURVEYOR-GENERAL,
CAPE TOWN.
27.8.1951.

NAGESIEN SL 6/1/81
GEGEWENS NAGESIEN

AL-1813/04

FOR ENDORSEMENTS
SEE BACK OF DGM.

M4465

I.B.

S B
12

THE FOLLOWING DEDUCTIONS HAVE BEEN MADE FROM THIS DIAGRAM.

Survey Records.	Diag. No.	[illegible]	Area.	Deed.	
E.105/67	433/67	Erf 428	12686	T25593/05 N.m.	Rem. Ex.
E.105/67	434/67	Erf 429	12574	14522/68 [illegible] 11.7.68	38171 Sq. ft.

ANNEXURE 4

CONVEYANCER'S CERTIFICATE

1. I the undersigned, **MARCO VAN DER WALT (LPC 101905)**, in my capacity as conveyancer and attorney practising at Frances Schröter Attorneys Inc. in George, certify that a search was conducted in the Deeds Registry, Cape Town, in respect of the following properties (including both current and earlier title deeds / pivot deeds / deeds of transfer):

   REMAINDER ERF 129 PACALTSDORP
   In the Municipality and Division of George
   Province of the Western Cape
   In Extent: 4373 (Four Thousand Seven Hundred And Thirty) Square Metres
   Held by Deed of Transfer Number T32521/2024

2. The aforementioned properties are registered in the name of the Muller Trust IT1024/2016(G).

3. The above owner of the property now seeks:

   a) **Rezoning:** Application in terms of Section 15(2)(a) of the Land Use Planning By-Law for George Municipality, 2023, to a subdivisional area containing 1 "Single Residential Zone I" and 1 "General Residential Zone IV" portion;

   b) **Subdivision:** Application in terms of Section 15(2) (d) of the George Municipality: Land Use Planning By-Law, 2023 of Erf 129 Pacaltsdorp into Portion A, Portion B and the Remainder;

   c) **Rezoning:** Application in terms of Section 15(2) (a) of the George Municipality: Land Use Planning By-Law, 2023 of Portion A to "General Residential Zone IV" and Portion B to "Transport Use";

   d) **A Permanent Departure:** Application in terms of Section 15(2) (b) of the George Municipality: Land Use Planning By-Law, 2023, from:

      i. the standard parking requirements to PT1, to provide 12 parking bays in lieu of the required 16 bays;
      ii. from the northern street building line along Church Street from 5m to 2.5m, 2.6m & 3.5m; and

iii. In terms of Section 47(4)(a) of the George Municipality Integrated Zoning Scheme By-Law, for the relaxation of the minimum measurement requirements for disabled parking bays;

as more elaborated in the accompanying application.

4. There are no developmental conditions and / or restrictive conditions and / or servitudes, to the best of my knowledge, registered against the aforementioned property, or contained in the current title deed, prohibiting the subdivision, rezoning, and permanent departures applied for herein.

5. There are no bonds registered in respect of Erf 129 Pacaltsdorp.

DATED and **SIGNED** at **GEORGE** on the **1ST** day of **JULY 2026.**

PER: MARCO VAN DER WALT
CONVEYANCER (LPC: 101905)
FRANCES SCHRÖTER ATTORNEYS INC.
132 MERRIMAN STREET, GEORGE

ANNEXURE 5

LEGEND:

A4 Scale:
1:3,000

PROJECT:	**PROJEK:**
Proposed subdivision & rezoning for Muller Trust	

DESCRIPTION:	**BESKRYWING:**
Erf 129, Pacaltsdorp, George	

TITLE:	**TITEL:**
Locality plan	

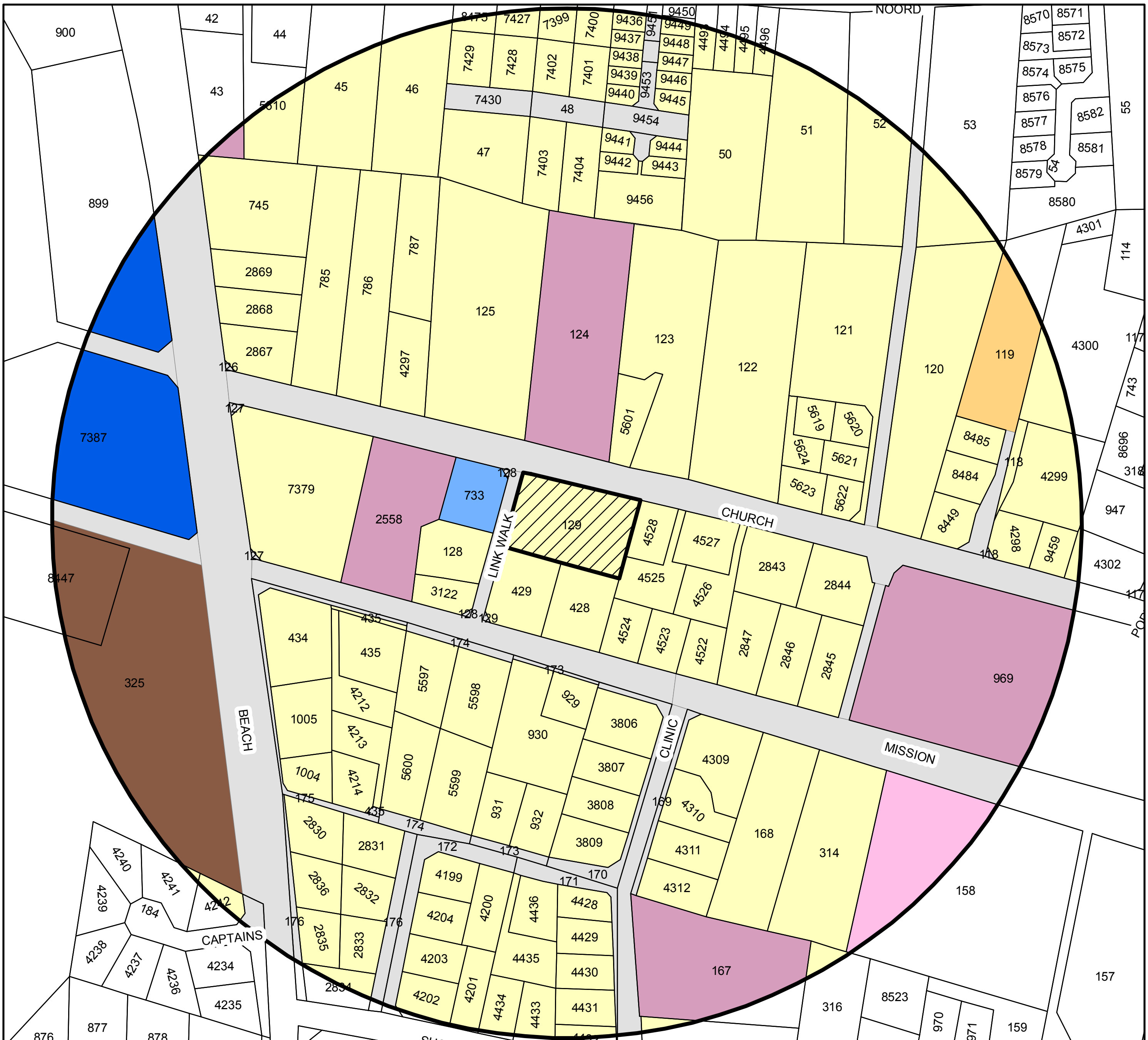
1397/GEO/24/GIS/Ligging

DESIGNED: ONTWERP: SG	**DRAWN: GETEKEN:** MV
DATE: DATUM: MAY 2026	**PLAN NO: PLAN NR:** ANNEXURE 5

Tel: 044 873 4566, Email: planning@delplan.co.za
www.delplan.co.za

DELPLAN
CONSULTING
URBAN & REGIONAL PLANNERS

ANNEXURE 6



LAND USE:

- Dwelling house
- Place of instruction
- Business
- Public open space
- Undetermined
- Subdivisional area
- Place of worship
- Shop
- Public roads

LEGEND:

A4 Scale:
1:3,000

PROJECT: **PROJEK:**

Proposed subdivision & rezoning
for Muller Trust

DESCRIPTION: **BESKRYWING:**

Erf 129, Pacaltsdorp, George

TITLE: **TITEL:**

Land use plan

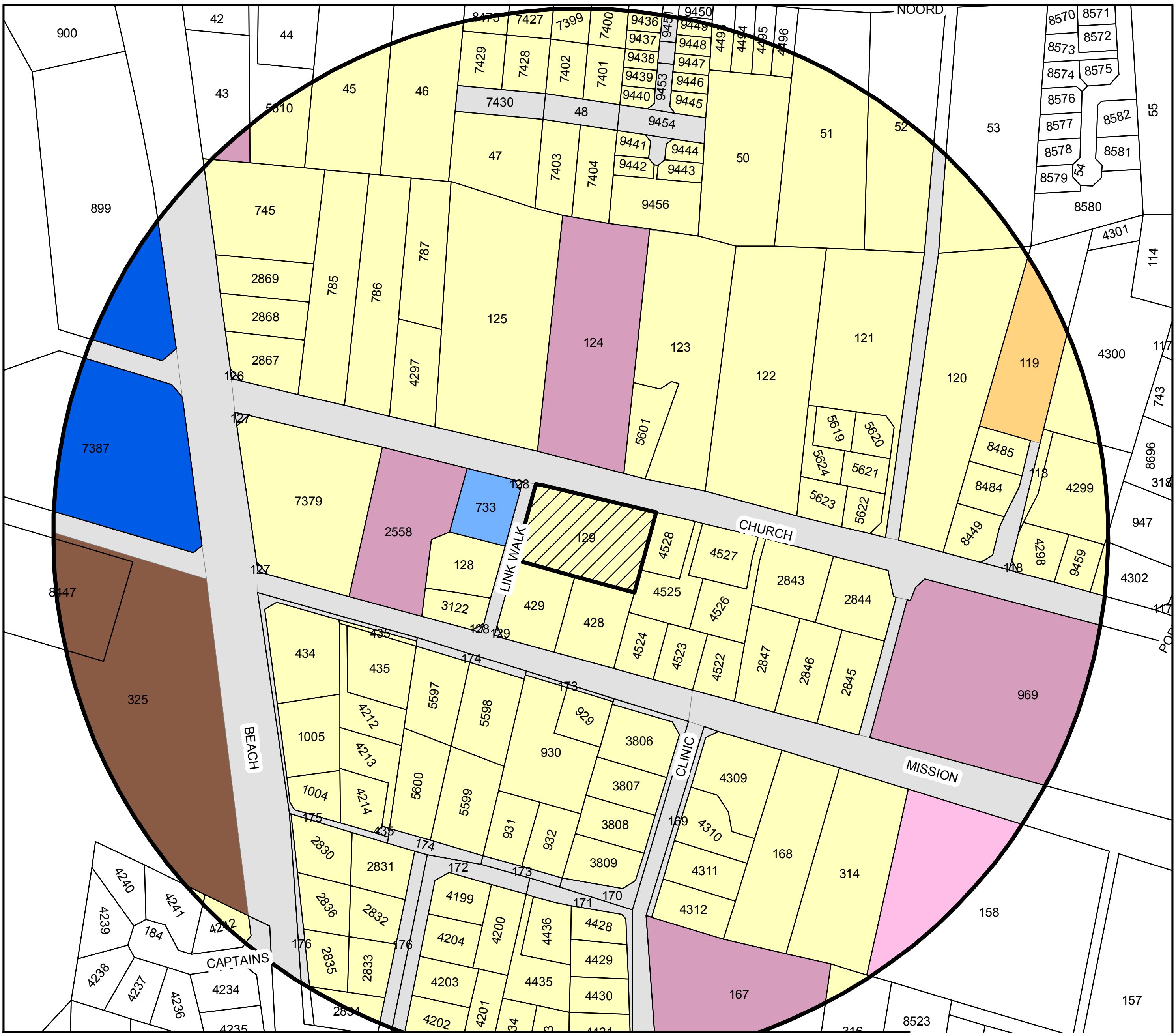
1397/GEO/24/GIS/LandUse

DESIGNED: ONTWERP:	SG	DRAWN: GETEKEN:	MV
DATE: DATUM:	MAY 2026	PLAN NO: PLAN NR:	ANNEXURE 6

Tel: 044 873 4566, Email: planning@delplan.co.za
www.delplan.co.za

DELPLAN
CONSULTING
URBAN & REGIONAL PLANNERS

ANNEXURE 7



CURRENT ZONING:

- Single Residential Zone I
- Subdivisional Area Overlay Zone
- Community Zone I
- Community Zone II
- Business Zone I
- Business Zone II
- Open Space Zone I
- Transport Zone II
- Undetermined Use Zone

LEGEND:

A4 Scale:
1:3,000

PROJECT:	**PROJEK:**
Proposed subdivision & rezoning for Muller Trust	
DESCRIPTION:	**BESKRYWING:**
Erf 129, Pacaltsdorp, George	
TITLE:	**TITEL:**
Current zoning plan	
1397/GEO/24/GIS/CurZon	
DESIGNED: ONTWERP: SG	**DRAWN: GETEKEN:** MV
DATE: DATUM: MAY 2026	**PLAN NO: PLAN NR:** ANNEXURE 7

Tel: 044 873 4566, Email: planning@delplan.co.za
www.delplan.co.za

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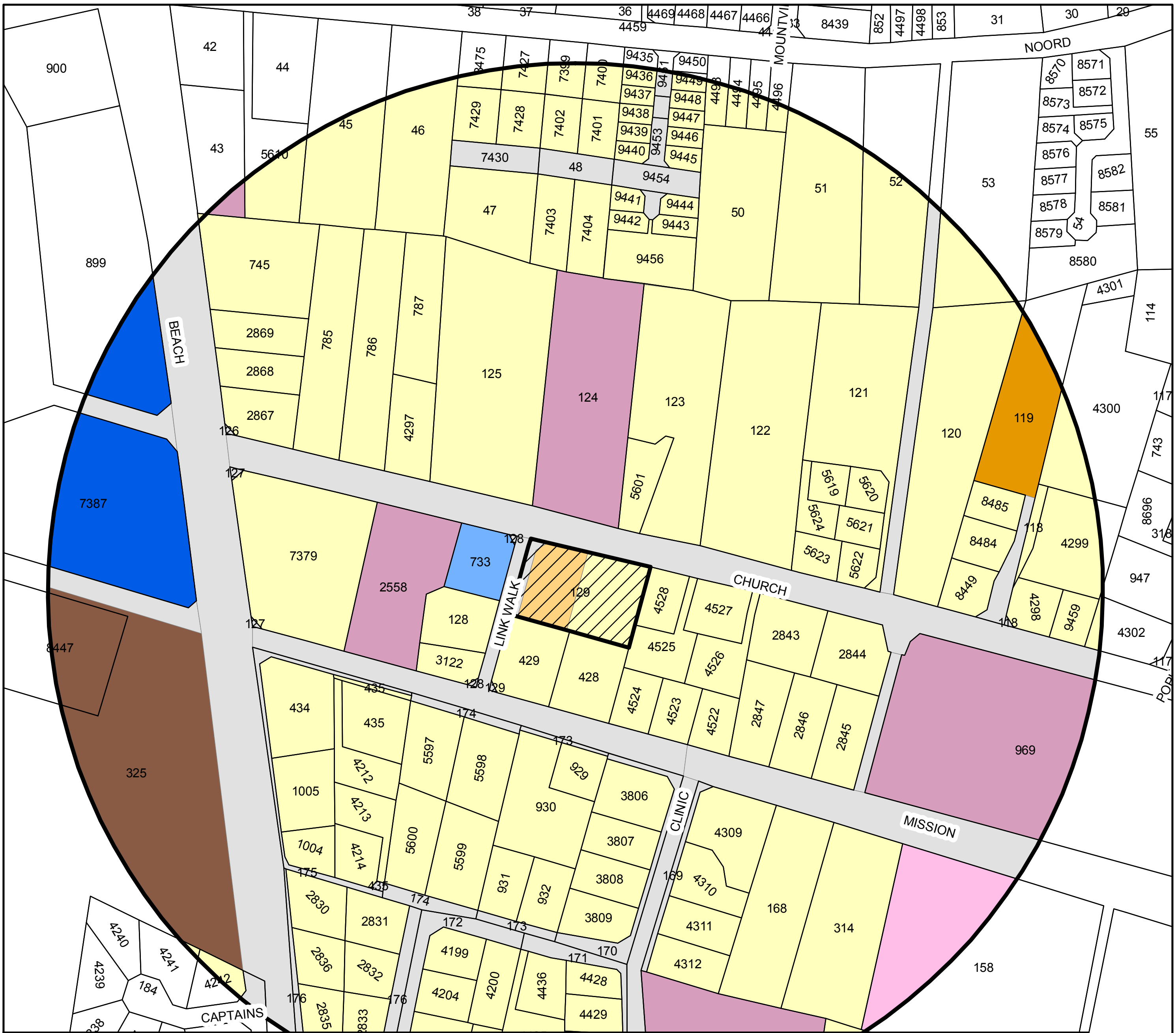
URBAN & REGIONAL PLANNERS

ANNEXURE 8



PROPOSED ZONING:

- Gereral Residential Zone 1
- Single Residential Zone I
- Subdiv. area overlay zone
- Community Zone I
- Community Zone II
- Business Zone I
- Business Zone II
- Open Space Zone I
- Transport Zone II
- Undetermined Use Zone

LEGEND:

A4 Scale:
1:3,000

PROJECT: **PROJEK:**

Proposed subdivision & rezoning
for Muller Trust

DESCRIPTION: **BESKRYWING:**

Erf 129, Pacaltsdorp, George

TITLE: **TITEL:**

Proposed zoning plan

1397/GEO/24/GIS/PropZon

DESIGNED: ONTWERP: SG	DRAWN: GETEKEN: MV
DATE: DATUM: MAY 2026	PLAN NO: PLAN NR: ANNEXURE 9

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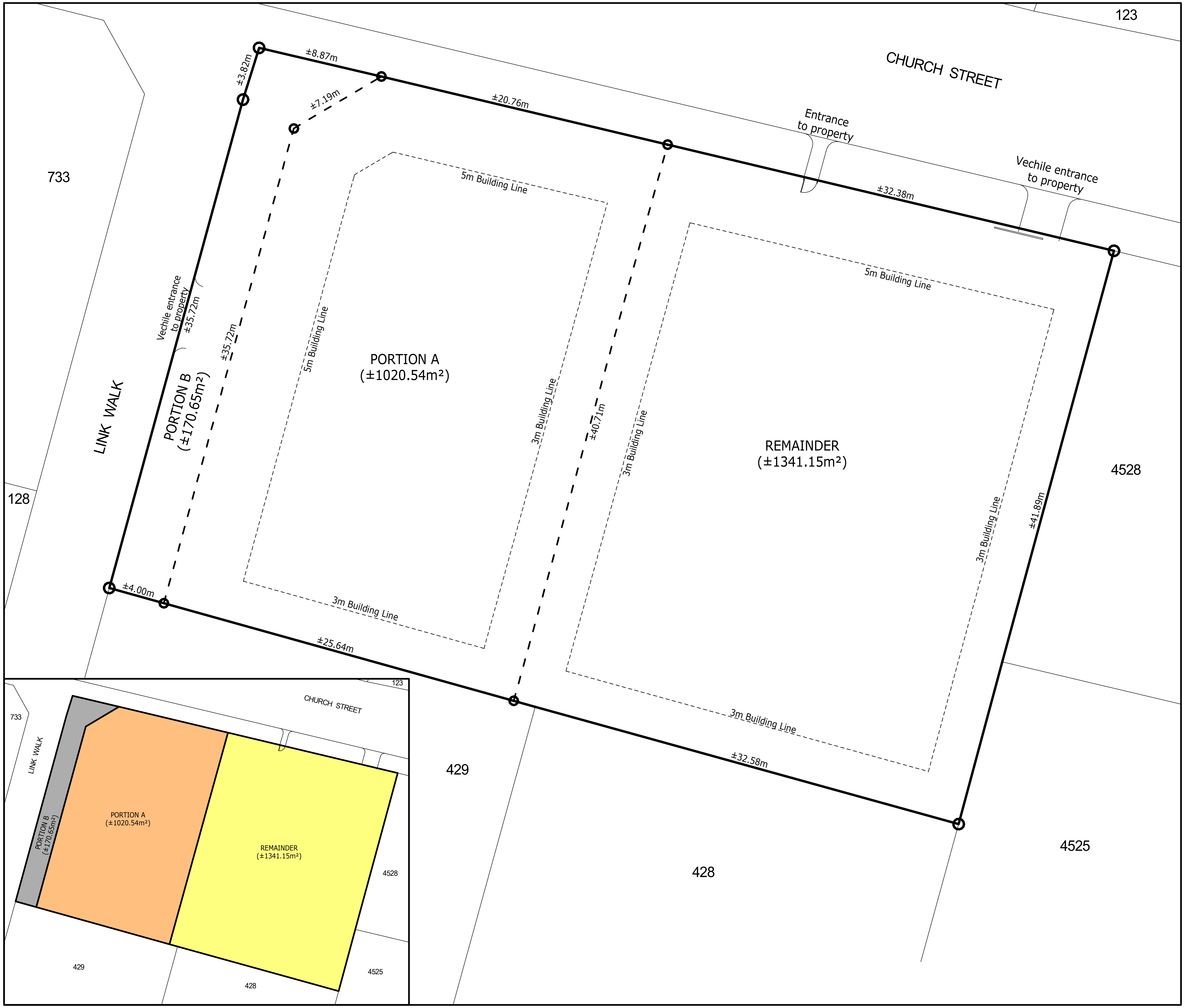
URBAN & REGIONAL PLANNERS

ANNEXURE 9



PROJECT: **PROJEK:**

Proposed subdivision & rezoning for Muller Trust

DESCRIPTION: **BESKRYWING:**

Erf 129, Pacaltsdorp

TITLE: **TITEL:**

Subdivision & zoning plan

NOTES: **NOTAS:**

Subdivision of Erf 129, Pacaltsdorp (m²) into:

- Portion A: (±1020.54m²) General Residantial Zone I
- Portion B: (±170.65m²) Transport Zone II
- Remainder: (±1341.15m²) Single Residential Zone I

A3 Scale: 1:250

N

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URBAN & REGIONAL PLANNERS

DESIGNED: DESIGNED: DV

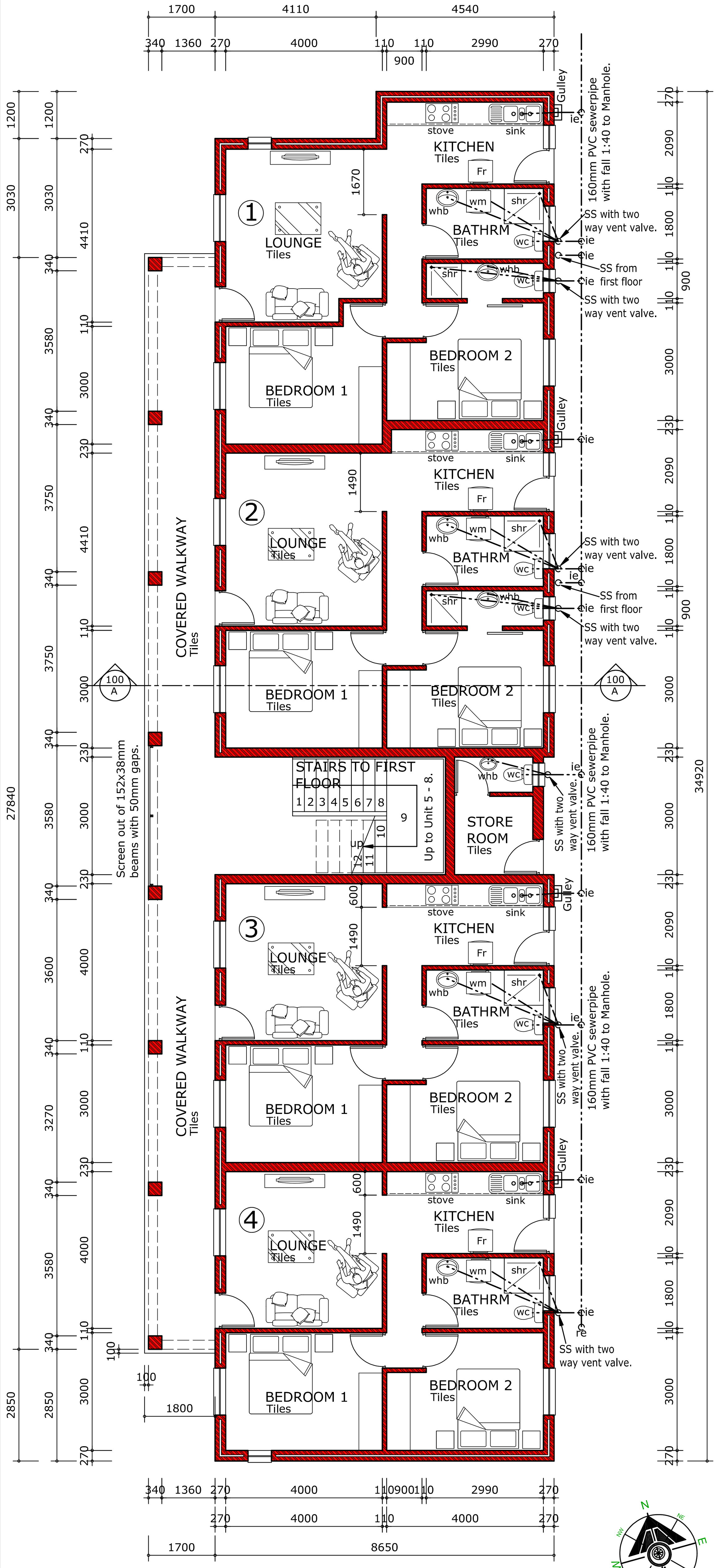
DRAWN: GETEKEN: MV

FILE PATH: 1397/GEO/24/Tek/SKF
PLAN NO: SUB1

DATE: DATUM: MAY 2025

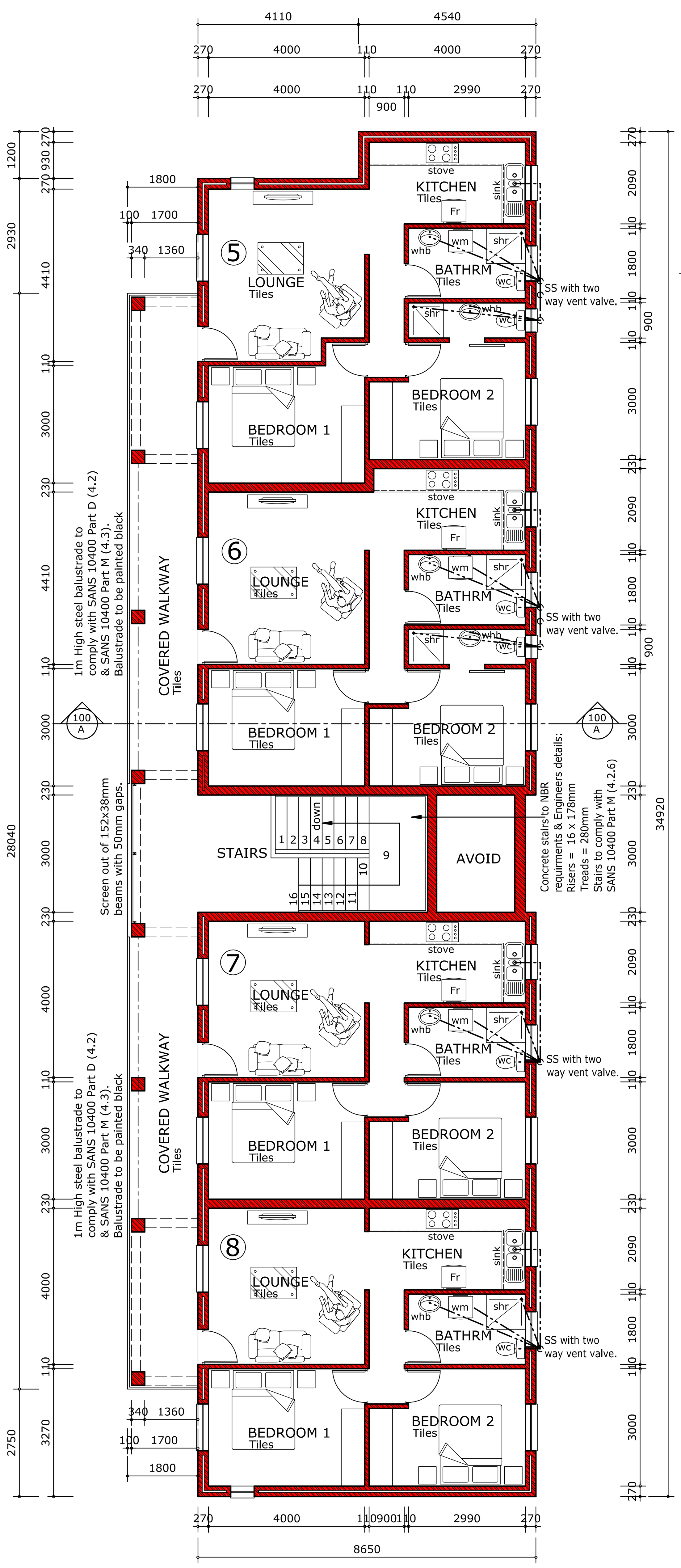
PLAN NAME: PLAN NAAM: ANNEXURE 9

ANNEXURE 10



GROUND FLOOR PLAN

scale 1:100



FIRST FLOOR PLAN

scale 1:100

PARKING:

1.5 parking per unit. (8 units)

Parking required @ PT1 = 12 parking bays

Parking provided = 12 parking bays

PROPOSED UNITS	
LANDSCAPE AREA: 677m²	
GREEN AREA (Soft landscaping) 158m² (23%)	
PAVING AREA (Hard landscaping) 519m² (77%)	
PUBLIC STREET (170m²)	

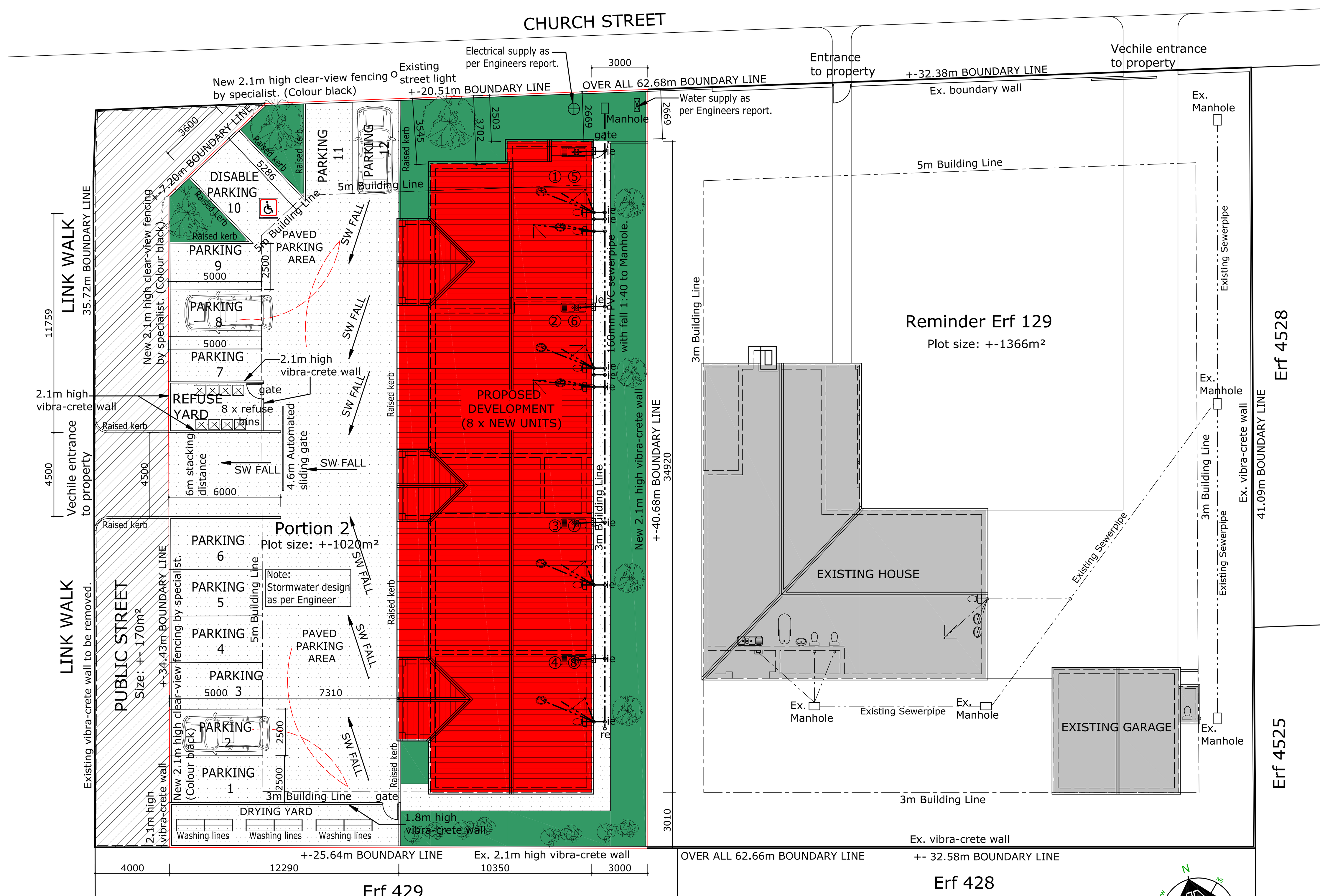
Areas:

Area of erf: 1020m²
Area of Unit 1,2,5 & 6: 71m²
Area of Unit 3,4,7 & 8: 65m²

Area of Ground floor: 343m²
Area of First floor: 324m²

Total area of building: 667m²

Total covered area: 343m²
Total coverage: 34%



SITE DEVELOPMENT PLAN

scale 1:200

LOCALITY PLAN

not to scale

NOTES.
PROPERTY OF THE ARCHITECT

ALL RELEVANT DETAILS, LEVELS AND DIMENSIONS TO BE CHECKED ON SITE PRIOR TO COMMENCEMENT OF WORK.
THE ARCHITECT ACCEPTS NO RESPONSIBILTY FOR ERRORS RESULTING FROM MISINTERPRETATION OF THE DRAWINGS.
ALL DIMENSIONS ARE GIVEN IN MILLIMETERS

GENERAL SPECIFICATIONS :

DRAINAGE INSTALLATION
1. Sanitary fittings discharging to a gully to discharge over that gully as per Part P of SANS 10400 (4.21).
2. Drainage installation to comply with SANS 10400 Part P.
3. Drainage installations under building work must be installed in terms of Part P of SANS 10400 (4.19.4).
4. Drainage installations under building work must be protected in terms of Part P of SANS 10400 (4.22.2).
5. All existing drainage as per previous approved plan.

Registered plumber & electrician must provide a certificate of compliance before occupancy certificate been issued by the Local Authority.

REVISIONS

REV	DATE	DESCRIPTION
0	00/00/00	....

ARCHITECTURE
ND ARCHITECTURE - SACAP reg: PrSArchT

In association with

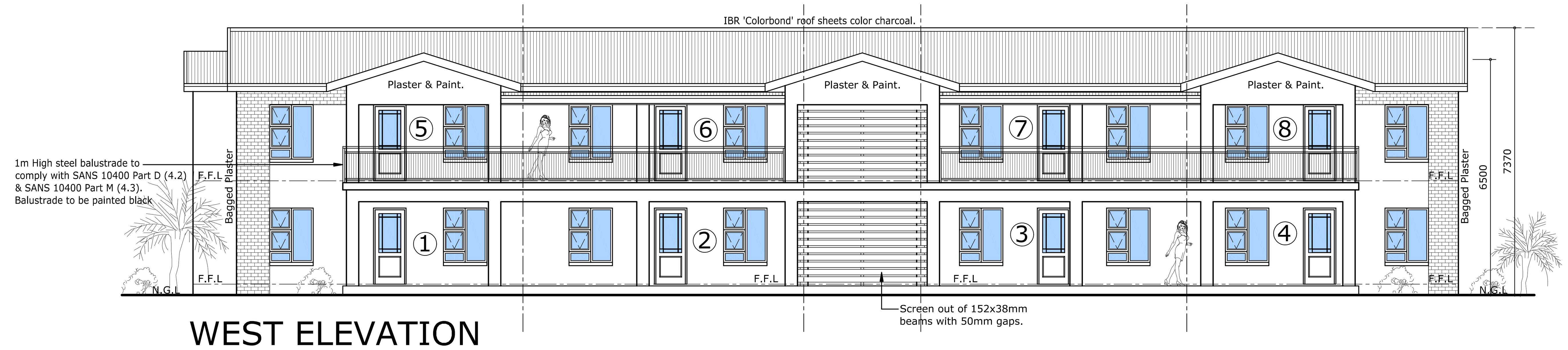
DJM DRAUGHTING
DAVIAN AMERICA
CAD 41333270
53 HIBUSCUS STREET
PACALTSDORP
GEORGE
TEL: 084 393 9531
EMAIL: djmdraughting11@gmail.com

CLIENT: LOUIS MULLER

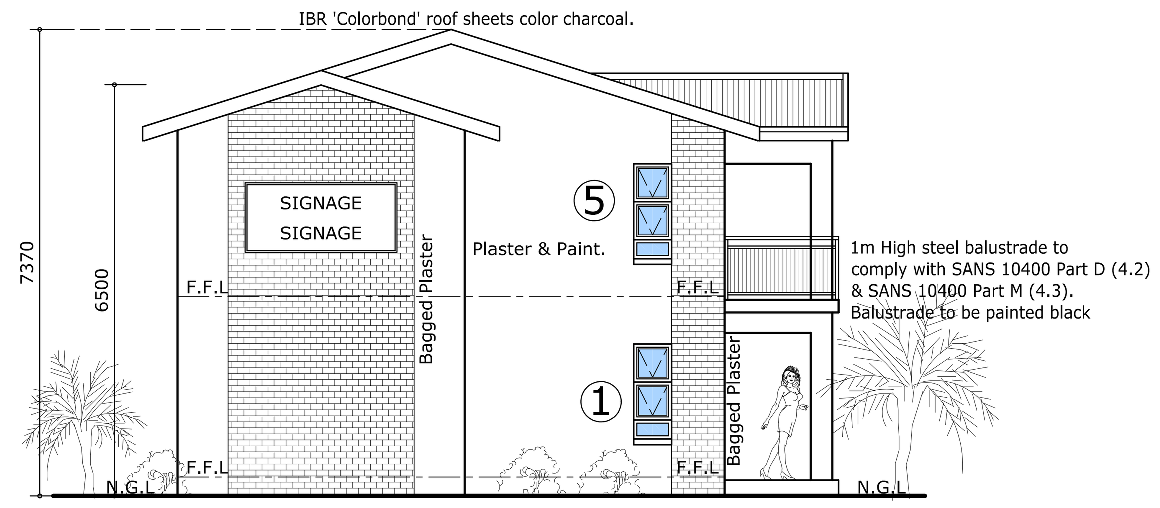
PROJECT: PROPOSED UNITS & SUBDIVISION ON ERF 129, CHURCH STREET, PACALTSDORP.

DRAWING: FLOOR PLANS, LOCALITY PLAN & SITE DEVELOPMENT PLAN.

SCALE:	DATE:
1:100 / 1:200	1 July 2026
DRAWN: DJM	CHECKED: JCVH
DRAWING NO. DJM 68-2025	SHEETS 1 of 3



WEST ELEVATION
scale 1:100



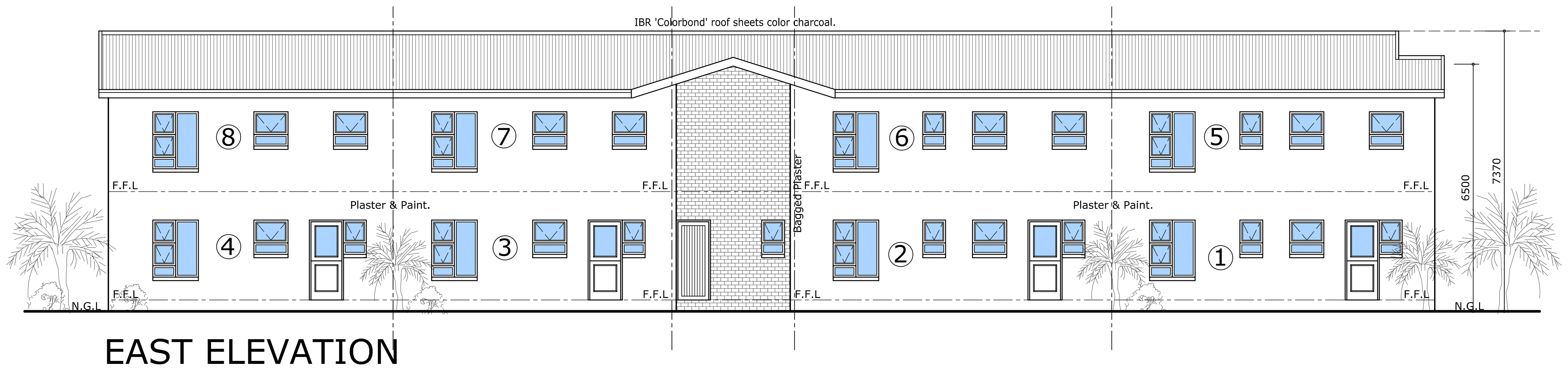
NORTH ELEVATION
scale 1:100

PARKING:
1.5 parking per unit. (8 units)
Parking required @ PT1 = 12 parking bays
Parking provided = 12 parking bays

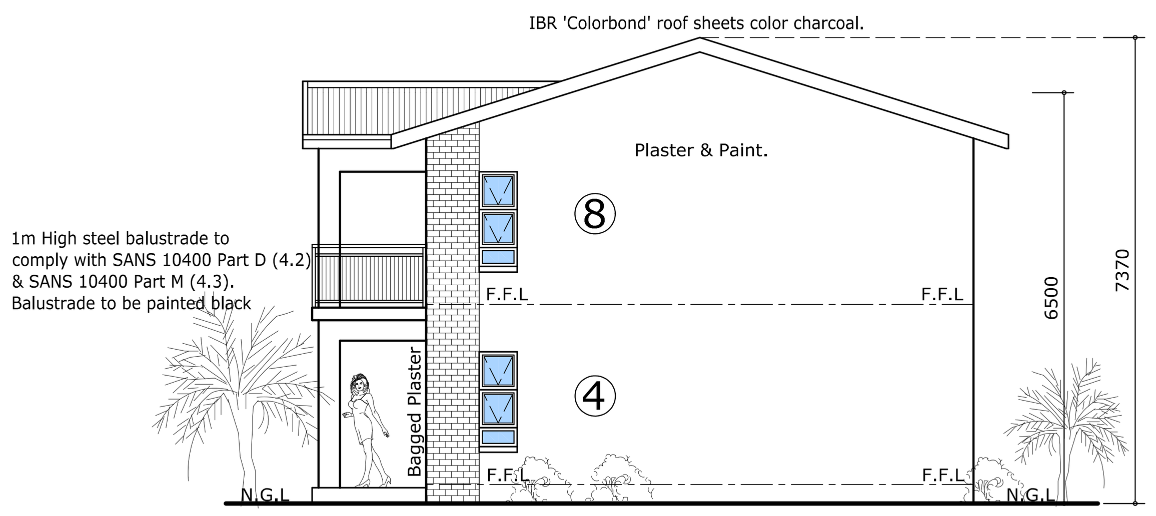
PROPOSED UNITS	
LANDSCAPE AREA: 677m²	
GREEN AREA (Soft landscaping) 158m² (23%)	
PAVING AREA (Hard landscaping) 519m² (77%)	
PUBLIC STREET (170m²)	

Areas:

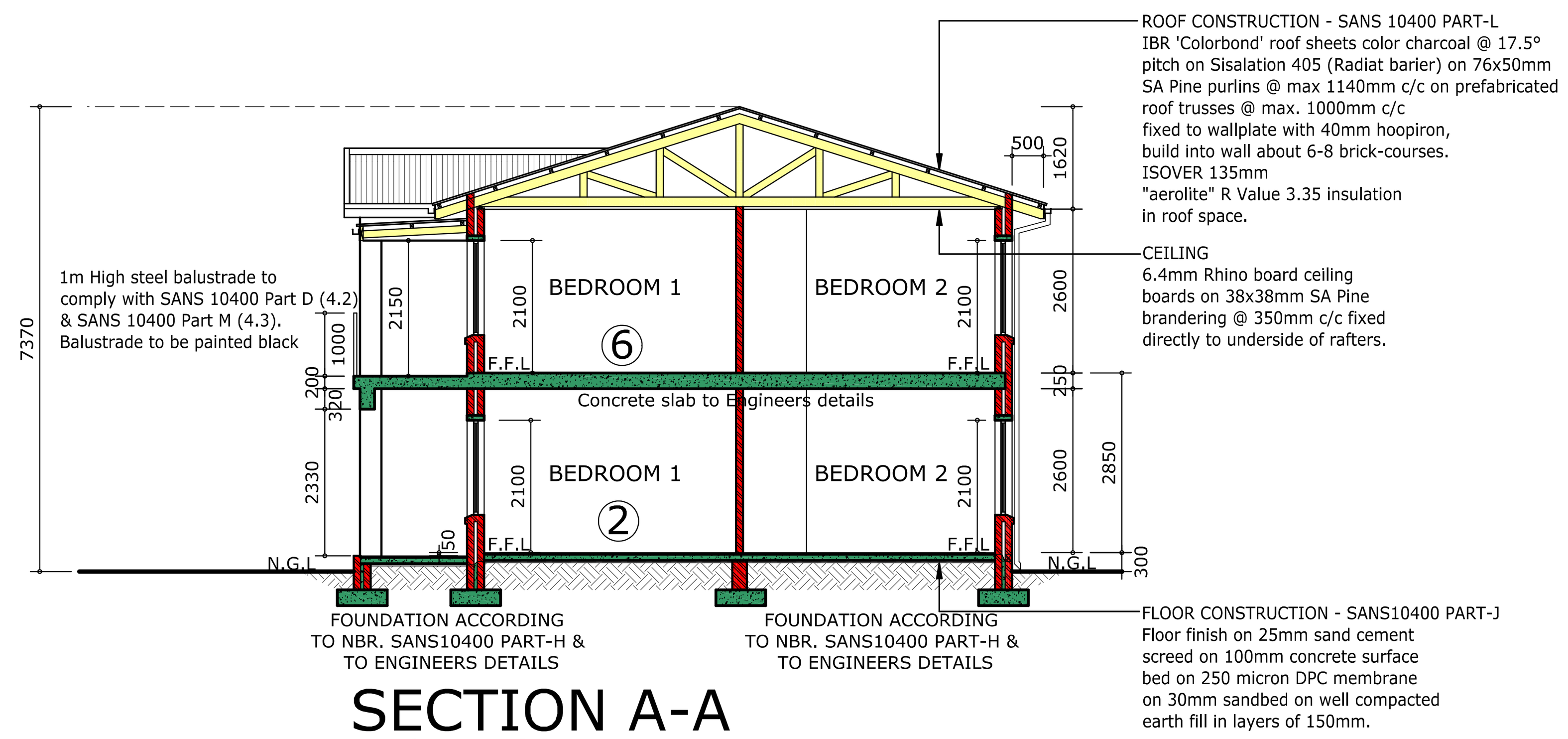
Area of erf:	1020m²
Area of Unit 1,2,5 & 6:	71m²
Area of Unit 3,4,7 & 8:	65m²
Area of Ground floor:	343m²
Area of First floor:	324m²
Total area of building:	667m²
Total covered area:	343m²
Total coverage:	34%



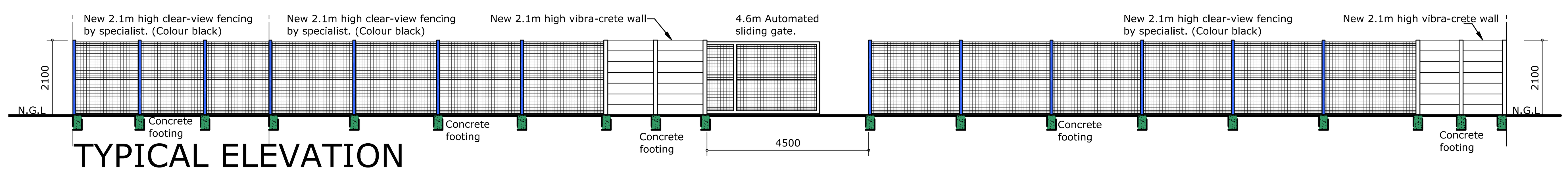
EAST ELEVATION
scale 1:100



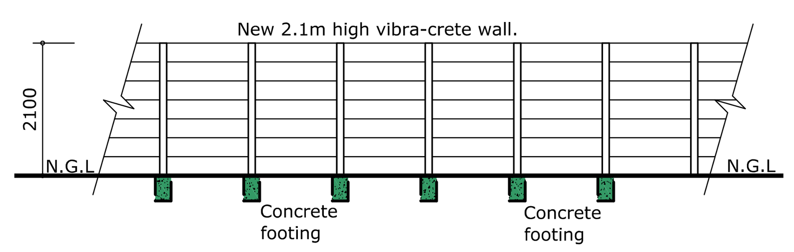
SOUTH ELEVATION
scale 1:100



SECTION A-A
scale 1:100



TYPICAL ELEVATION (clear-view fencing)
scale 1:100



TYPICAL ELEVATION (Vibra-crete wall)
scale 1:100

NOTES.
PROPERTY OF THE ARCHITECT

ALL RELEVANT DETAILS, LEVELS AND DIMENSIONS TO BE CHECKED ON SITE PRIOR TO COMMENCEMENT OF WORK.
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R E V I S I O N S

REV	DATE	DESCRIPTION
0	00/00/00	....

ARCHITECTURE
ND ARCHITECTURE - SACAP reg: PrSArchT

In association with

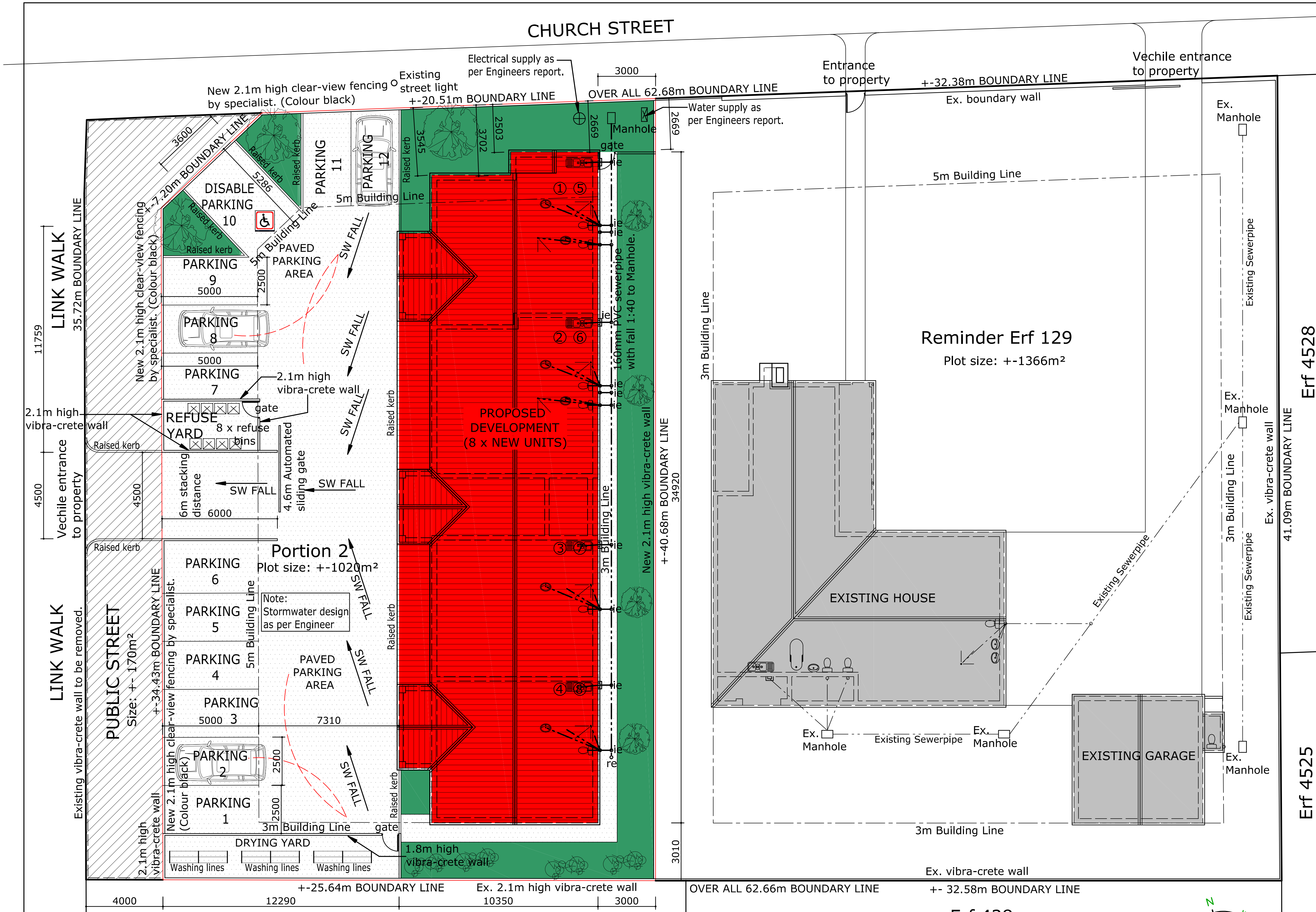
DJM DRAUGHTING
DAVIAN AMERICA
CAD 41333270
53 HIBUSCUS STREET
PACALTSDORP
GEORGE
TEL: 084 393 9531
EMAIL: djmdraughting11@gmail.com

CLIENT: LOUIS MULLER

PROJECT: PROPOSED UNITS & SUBDIVISION ON ERF 129, CHURCH STREET, PACALTSDORP.

DRAWING: ELEVATIONS & SECTION

SCALE:	DATE:
1:100 / 1:200	1 July 2026
DRAWN: DJM	CHECKED: JCVH
DRAWING NO. DJM 68-2025	SHEETS 2 of 3



SITE DEVELOPMENT PLAN

scale 1:200

PARKING:

1.5 parking per unit. (8 units)

Parking required @ PT1 = 12 parking bays

Parking provided = 12 parking bays

PROPOSED UNITS	
LANDSCAPE AREA: 677m²	
GREEN AREA (Soft landscaping) 158m² (23%)	
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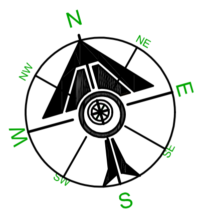

NOTES.
PROPERTY OF THE ARCHITECT

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GENERAL SPECIFICATIONS :

Areas:

Area of erf: 1020m²
Area of Unit 1,2,5 & 6: 71m²
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Area of Ground floor: 343m²
Area of First floor: 324m²

Total area of building: 667m²

Total covered area: 343m²
Total coverage: 34%

R E V I S I O N S

REV	DATE	DESCRIPTION
0	00/00/00	NONE

ARCHITECTURE
ND ARCHITECTURE - SACAP reg: PrSArchT

In association with

DJM DRAUGHTING

DAVIAN AMERICA
CAD 41333270
53 HIBUSCUS STREET
PACALTSDORP
GEORGE
TEL: 084 393 9531
EMAIL: djmdraughting11@gmail.com

CLIENT:
MYRTLE TREE ENTERPRISE

PROJECT:
PROPOSED UNITS & SUBDIVISION ON ERF 129, CHURCH STREET, PACALTSDORP.

DRAWING:
SITE DEVELOPMENT PLAN

SCALE:	DATE:
1:200	1 July 2026
DRAWN: DJM	CHECKED: JCVH
DRAWING NO. DJM 68-2025	SHEETS 3 of 3

ANNEXURE 11

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: **3869301**

Purpose of consultation: **To consult a Municipal town planner on their opinion on the said development**

Brief proposal: **Application for Subdivision, Rezoning**

Property description: **Erf 129, Pacaltsdorp**

Date: **1 October 2025**

Attendees:

	Name & Surname	Organisation	Contact Number	E-mail
Official	**Ilané Huyser**	**George Municipality**	**044 801 9477**	**ihuyser@george.gov.za**
Official	**Fakazile Vava**	**George Municipality**	**044 801 9477**	**fvava@george.gov.za**
Pre-applicant	**Delarey Viljoen**	**DELPLAN Consulting**	**044 873 4566**	**planning@delplan.co.za**

Documentation provided for discussion:

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

Locality (in text)

Title Deed

SG Diagram

Site Plan

Previous Pre app

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:

Erf 129, Pacaltsdorp is situated just off Beach Road in Pacaltsdorp in Church Street. According to the title deed the property measures 4373m². The image below indicates the subject property.

Figure 1: Locality

Figure 2: Enlarged aerial photograph

The current zoning is Single Residential Zone I as can be seen in figure 3. As can be seen in the arial photography there is a dwelling house and a double garage currently on the property. A previous pre application was submitted for business uses on Erf 129 Pacaltsdorp, this proposal has changed. The owners wish to subdivide the property into two portions and rezone the portion not containing the current dwelling for flats (*General Residential Zone IV*). Current access and dwelling will remain the same.

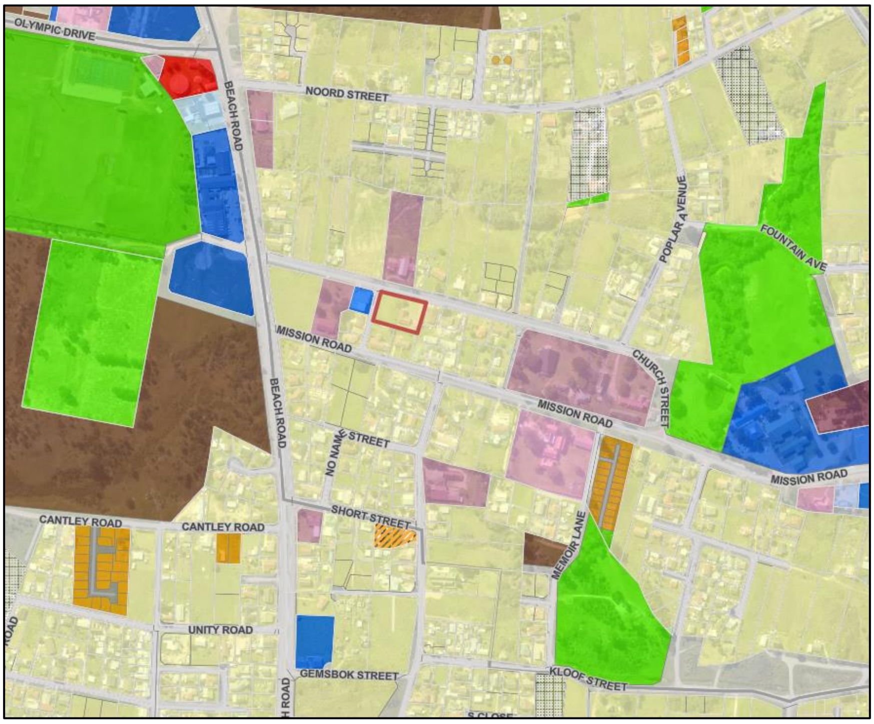


Figure 3: Zoning

Figure 4: SDF layer overlay

Figure 5: GoGeorge layout

As can be seen in figure 4, the property falls within the densification zone as set out by the Municipal SDF (2023), no other specific relevant spatial zone could be identified. The erf is within close proximity to the GoGeorge bus routes along Mission Street and Beach Road as seen in figure 5. PT1 parking requirements could therefore be supported, thus the number of parking bays (12) being provided would be sufficient. Ceding a portion of road along Linkwalk Street (as stated in the previous pre-application) could prove difficult given the position of other existing structures along this road.

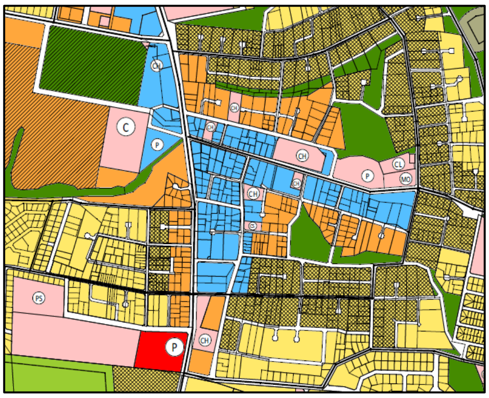


Figure 6: LSDF layer spatial proposal

The Pacaltsdorp LSDF identifies the majority of the area for business uses as can be seen in figure 6.

This area along Church Steet as well as Beach Road is identified to create the proposed CBD of the Pacaltsdorp area.

The development proposes 8 units containing 2 bedrooms each, with all necessary amenities being provided on-site. Access for the flats is still provided off Church Street but a departure is required due to its facility to the interaction of Church - and Linkwalk Steet

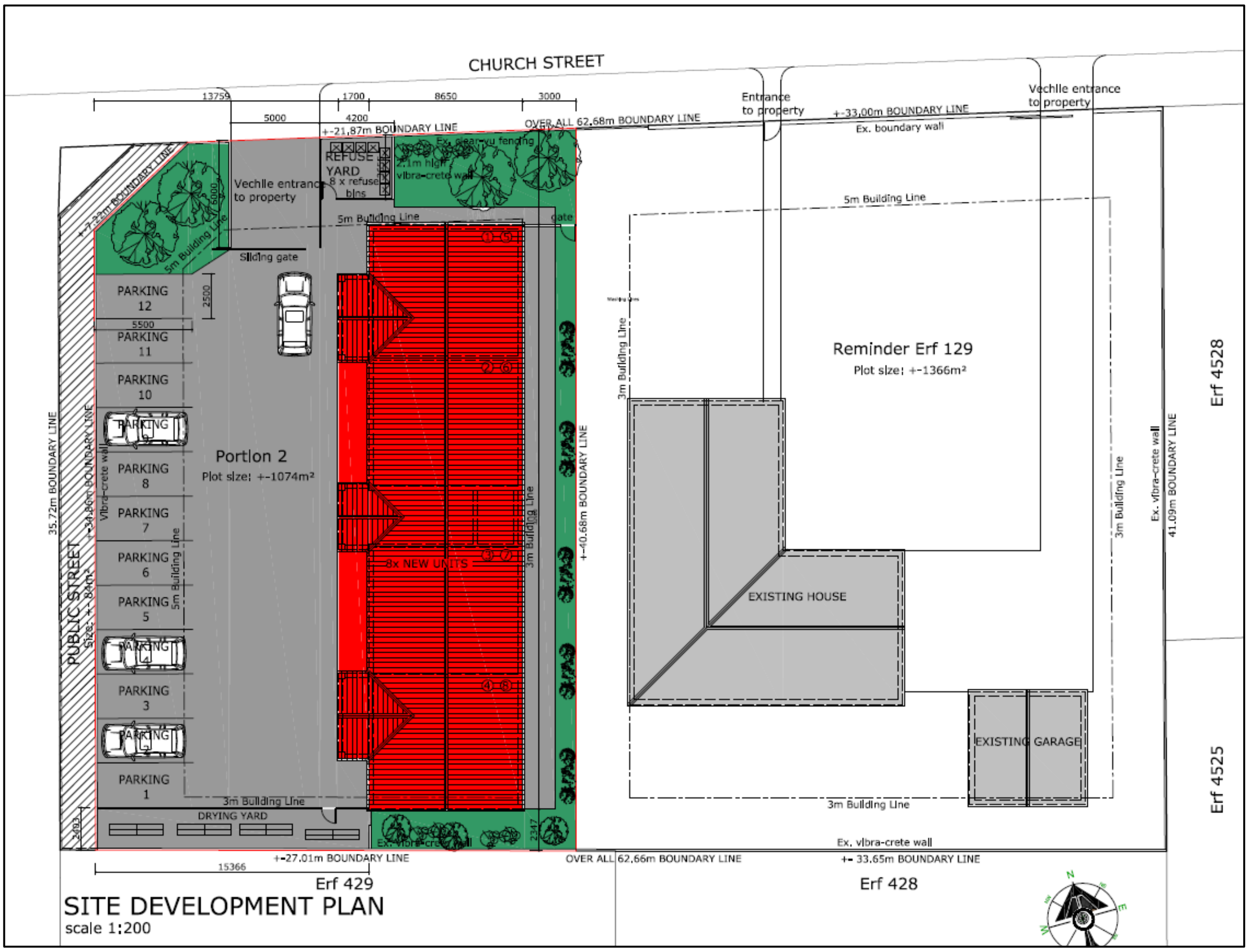


Figure 7: Site Plan extract

The application would thus entail the following:

- <u>Subdivision</u> in terms of Section 15(2) (d) of the George Municipality: Land Use Planning By-Law, 2023 of Erf 129 Pacaltsdorp into Portion A and the remainer of Erf 129 Pacaltsdorp (RE/129).
- <u>Rezoning</u> in terms of Section 15(2) (a) of the George Municipality: Land Use Planning By-Law, 2023 of portion A to General Residential Zone IV.
- <u>Departure</u> in terms of Section 15(2) (b) of the George Municipality: Land Use Planning By-Law, 2023:
  - from normal parking requirements to PT1 in order to provide 12 parking bays in lieu of 16
  - from the required 10m distance between access points and intersections to a distance of less than 10m

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;	To be determined
√	2(b)	a permanent departure from the development parameters of the zoning scheme;	To be determined
	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;	To be determined
	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
	2(o)	a consent use contemplated in the zoning scheme;	R
	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, letters of consent etc.)	R
Y	N	Placing of final notice (i.e. Provincial Gazette etc.)	R
		TOTAL APPLICATION FEE* (VAT excluded):	To be determined

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

QUESTIONS REGARDING PLANNING POLICY CONTEXT	YES	NO	TO BE DETERMINED	COMMENT
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**			
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**	
Any other Municipal by-law that may be relevant to application? (If yes, specify)		**X**		
Zoning Scheme Regulation considerations: Which zoning scheme regulations apply to this site? **George Integrated Zoning Scheme By-law, 2025** What is the current zoning of the property? **Single Residential Zone I** What is the proposed zoning of the property? **Single Residential Zone I / General Residential Zone IV** Does the proposal fall within the provisions/parameters of the zoning scheme? **Yes** Are additional applications required to deviate from the zoning scheme? (if yes, specify) **No**				

QUESTIONS REGARDING OTHER PLANNING CONSIDERATIONS	YES	NO	TO BE DETERMINED	COMMENT
Is the proposal in line with the Provincial Spatial Development Framework (PSDF) and/or any other Provincial bylaws/policies/guidelines/documents?	**X**			
Are any regional/district spatial plans relevant? If yes, is the proposal in line with the document/plans?		**X**		

SECTION C:
CONSENT / COMMENT REQUIRED FROM OTHER ORGANS OF STATE

OUESTIONS REGARDING CONSENT / COMMENT REQUIRED	YES	NO	TO BE DETERMINED	OBTAIN APPROVAL / CONSENT / COMMENT FROM:
Is/was the property(ies) utilised for agricultural purposes?		X		Western Cape Provincial Department of Agriculture
Will the proposal require approval in terms of Subdivision of Agricultural Land Act, 1970 (Act 70 of 1970)?		X		National Department of Agriculture
Will the proposal trigger a listed activity in terms of National Environmental Management Act, 1998 (Act 107 of 1998) (NEMA)?		X		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) (strikethrough irrelevant)		X		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)?		X		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)?			X	South African Heritage Resources Agency (SAHRA) & Heritage Western Cape (HWC)
Will the proposal have an impact on any National or Provincial roads?		X		National Department of Transport / South Africa National Roads Agency Ltd. (SANRAL) & Western Cape Provincial Department of Transport and Public Works (DTPW)

OUESTIONS REGARDING CONSENT / COMMENT REQUIRED	YES	NO	TO BE DETERMINED	OBTAIN APPROVAL / CONSENT / COMMENT FROM:
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? (strikethrough irrelevant)		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: (list internal department)
Electricity supply:		X		Directorate: Electro-technical Services
Water supply:		X		Directorate: Civil Engineering Services
Sewerage and wastewater:		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		

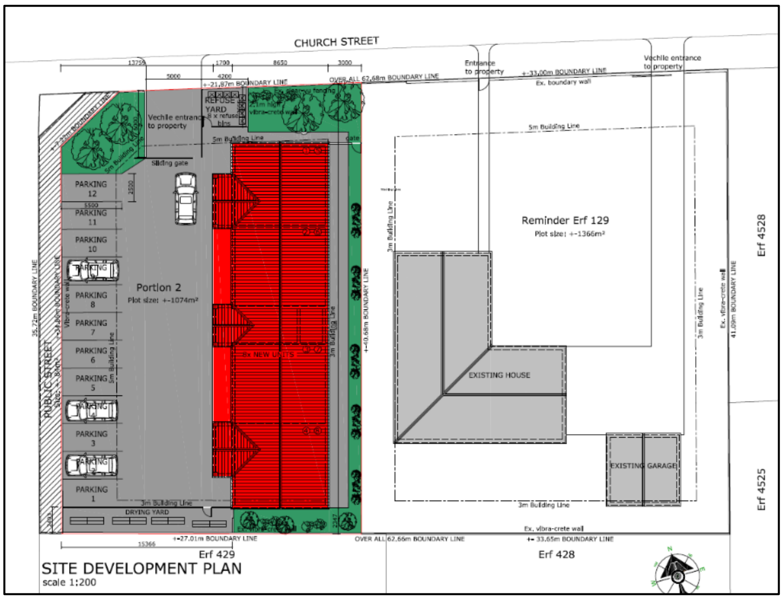
Development charges:	X			

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 (to be confirmed)
MINIMUM AND ADDITIONAL REQUIREMENTS:					
Y	N	Site Development Plan	**Y**	N	Conveyancer's Certificate
Y		Land Use Plan	**Y**		Proposed Zoning plan
Y	**N**	Phasing Plan	Y	**N**	Consolidation Plan
Y	**N**	Abutting owner's consent	Y	**N**	Landscaping / Tree Plan
Y		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) (strikethrough irrelevant)	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

Pre-application as discussed on 1 October 2025 for the proposed subdivision and rezoning of a portion of Erf 129, Pacaltsdorp as well as a parking departure in order to develop flats. The following site layout plan was presented at the pre-app meeting.



Town Planning comments

- To apply for rezoning to subdivisional area and subdivide into General Residential Zone IV and Single residential Zone I.
- Applicant to note that the property falls within the heritage precinct. Design to align with guidelines applicable to this precinct in terms of building orientation, architectural styles, fencing etc.
- Applicant to address the MSDF and LSDF as part of the motivation report.
- A detailed site layout plan/plans and motivation to address density of the proposed development and other zoning scheme requirements such as height, access, stacking distance, parking and manoeuvring space etc.
- Applicant to take note that PT1 may be considered (intensification area/proximity to public transport).
- See comments from CES below wrt to the possible road reserve required along Linkwalk. Application to considerer the latter/addressed accordingly.

CES comments

- Access is restricted to Church Street.
- The developer may be required to cede a 4.0m portion of the road reserve along Linkwalk Street to ensure compliance with the minimum 10m future road reserve requirement
- All parking to be provided on site in terms of the GIZS 2023.
- No parking allowed within the road reserve. Developer will be required install/take measure to ensure compliance in this regard.
- All cost will be at the developer's account.
- Normal DC's, as per the DC policy & Town planning By-law, will be applicable.
- Water & sewer are available, subject to capacity confirmation and service capacity required.
- Developer to adhere to the applicable Stormwater By-law.

ETS comments

- Applicant to consult with ETS regarding services/ services reports and applicability of DC's

PART F: SUMMARY / WAY FORWARD

Refer to comments above.

OFFICIAL: ________________________________

Fakazile Vava (Town Planner)

SIGNED:__________________________________

Ilané Huyser (Senior Town Planner)

DATE:__2025.10.08________________________

PRE-APPLICANT: **Delarey Viljoen Pr. Pln**

(FULL NAME)

SIGNED:__________________________

DATE: **29/09/2025**

**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.*