

Our Ref.: 1245/GEO/22
Your Ref.: Diepekloof 226/52

24 February 2025

The Municipal Manager
George Municipality
PO Box 19
GEORGE
6530

ATTENTION: MS HUYSER

Dear Ms. Huyser,

PROPOSED CONSENT USE AND DEPARTURE: DIEPEKLOOF 226/52, 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/2022/1245-GEO-22/Korrespondensie/b1.doc>

Cc: PEANUT PROPERTY TRUST

**PROPOSED APPLICATION FOR CONSENT USE AND DEPARTURE ON
DIEPEKLOOF 226 PORTION 52, GEORGE MUNICIPALITY AND DIVISION**



FOR: PEANUT PROPERTY TRUST



DELPLAN
CONSULTING

URBAN & REGIONAL PLANNERS

D E V E L O P M E N T E N V I R O N M E N T L I N K

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**PROPOSED CONSENT USE AND DEPARTURE ON: DIEPEKLOOF 226/52, GEORGE MUNICIPALITY AND
DIVISION**

1. INTRODUCTION

The farm Diepekloof 226 / 52, George hereafter referred to as “the subject property”, currently contains an event venue with previously approved temporary land use rights which the owner now wishes to make permanent. This venue is allowed under the current zoning but requires a consent use application. The farm also contains an additional dwelling which is also being applied for. There are a multitude of other structures on the farm which require various departures. The owner appointed *DELPLAN Consulting* to prepare and submit the required land use application for Consent Use. A copy of the Power of Attorney to submit this land use application is attached as **Annexure 1**.

1.1 Title Deed

The subject property is registered in the name of Peanut Property Trust according to Title Deed T72937/14. The property measures 10,9057ha in extent. The title deed is attached as **Annexure 2** and accompanying trust deed is attached as **Annexure 3**. The SG diagram is attached as **Annexure 4**.

There are no title deed restrictions prohibiting the proposed application, this is confirmed with the conveyancer’s certificate attached as **Annexure 5**.

1.2 Land Use Application

This land use application entails the following;

1. Consent use in terms of Section 15(2) (o) of Land Use Planning By-Law for George Municipality, 2023 to allow for:

- a function venue with ancillary uses
- one additional dwelling unit

2. Departure in terms of Section 15(2) (b) of Land Use Planning By-Law for George Municipality, 2023 entailing the following:

- departure from the maximum 500m² floor area for a function venue to allow 1097.5m² for the function venue with ancillary buildings.
- departure from the height requirement of 6.5m for the additional dwelling to 7m.

- relaxation of the 60m² size requirement for agricultural worker accommodation to 63m² for two of the three agricultural worker dwellings.
- departure to allow differences in the architectural styling between the main dwelling and additional dwelling (being applied for with a consent use).

3. Departure in terms of Section 15(2) (b) of Land Use Planning By-Law for George Municipality, 2023 from the following building lines:

- 30m eastern side common boundary building line to:
 - 28.6m, 27m, 24.2m, 22.2m, 19.4m & 26.9m for the main dwelling (nr.1)
 - 17m, 17.1m, 20.1m & 21.6m for the existing managers dwelling (nr.4) and 14.4m & 19.4m for the shade net patio of this dwelling.
 - 13.4m, 12.3m, 11.7m, 11.8m, 11m, 9.5m & 10m for the additional dwelling (nr.5) and 20m & 21m for the lean-to of this dwelling.
- 30m western side common boundary building line to:
 - 21m for the storage room of the function venue
 - 6.6m and 6.4m for the dam structures
 - 14.9m & 17.7m for the workers accommodation (cottage nr.3.1) and 21.3m 24.2m for the shade net patio of this dwelling
 - 18.6m & 23m for the workers accommodation (cottage nr.3.2) and 23.3m & 20.2m for the lean-to of this dwelling.

2. CONTEXTUAL INFORMATION

2.1 The Locality of the Subject Property

The subject property is located at on the Western side of George, within a farmland area, along Minor Road nr 6852. Figure 1 shows the subject property in relation to the greater George area and farmlands. For a more detailed view, please refer to figure 2 on the following page and the locality plan attached hereto as **Annexure 6**.

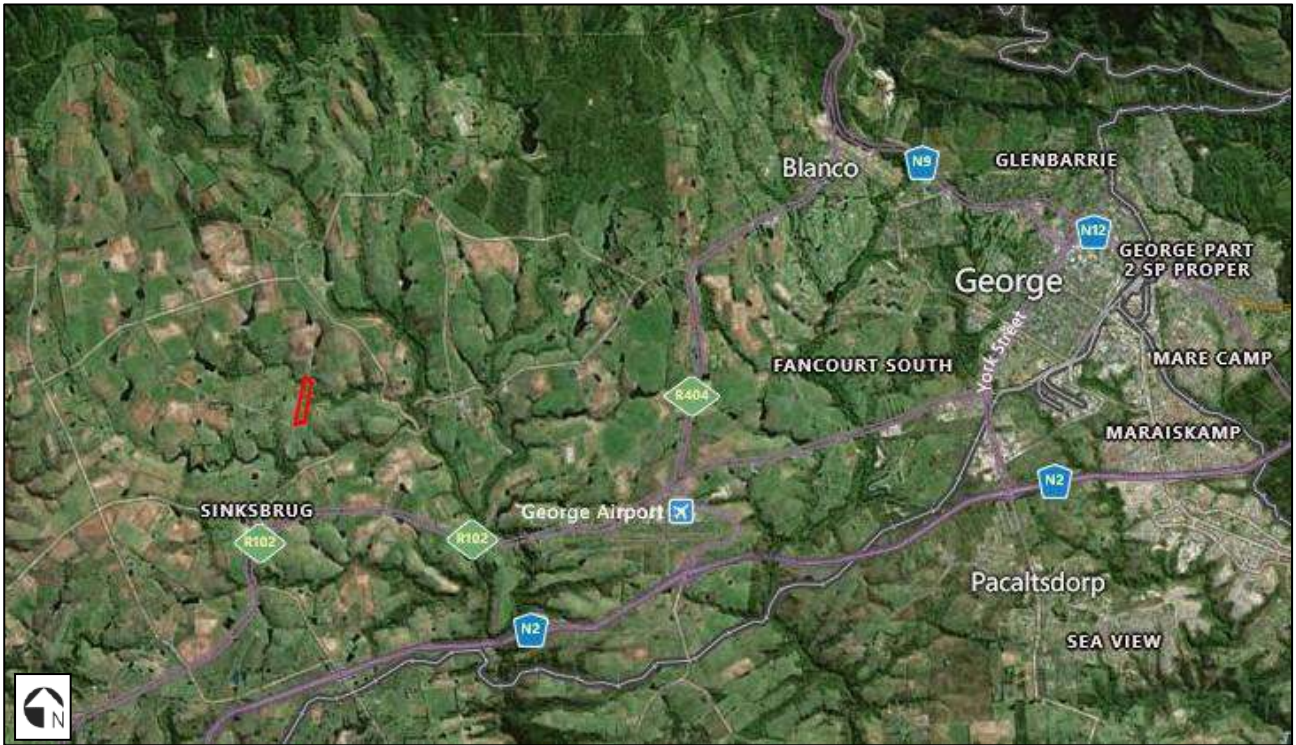


Figure 1: The location of the subject property in relation to surrounding land uses



Figure 2: Detailed view of subject property and immediate surrounding land uses

2.2 Existing Land Uses and Character of the Area

To upper portion of the farm is currently utilised for existing dwellings in their current capacity. The approved plans for the venue also show the venue in relation to the existing approved dwellings, attached herewith as **Annexure 7**. The dwellings on the farm have, however, been altered since their initial submission and therefore were re-drawn. Surrounding land uses include farmlands, but no physical structures are close to – or abutting the function venue. Two additional structures associated with the function venue (reception hall) are also located on-site. These include a wedding chapel and waiting/pre-reception area which are both just basic roof structures which could otherwise have been associated with farming sheds. As can be seen in Figure 3, the venue is still surrounded by large green spaces to maintain aesthetics and still suits the character of the area, being that of farmlands and a natural landscape. The structure exists in its current extent and no additional impact, if any, is foreseen on surrounding landowners.



Figure 3: Character of the subject property

The farm contains multiple dwellings. The main house has a second dwelling but also has two non-interleaving rooms being used for bed and breakfast purposes. The rooms do not contain their own kitchens. There are four agricultural worker dwellings of which one is a manager dwelling. The agricultural workers maintain the farm aesthetics which is important with regards to the function venue as well as other activities relating to lucerne fields and livestock. As can be seen in the locality map the farm is divided into different sections for the different uses which make up majority of the farm. The owners do majority of their work overseas, requiring extended periods away from home and therefore require a manager to manage the farm and maintain day-to-day operations on a fulltime basis. As the farm is larger than 10ha, an additional dwelling is also present (and being

applied for) on the property. Several of the dwellings currently require building line departures. These departures have no influence on the surrounding neighbours as there is ample space between the structures and neighbouring farms. Heritage Western Cape already confirmed that no heritage resources are triggered on the farm, their feedback is attached as **Annexure 11**.

2.3 Zoning

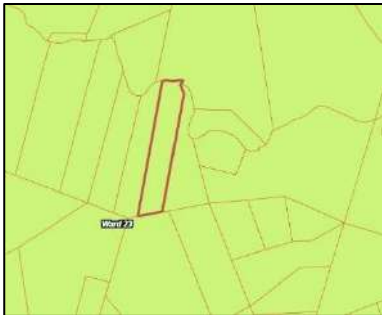


Figure 4: Zoning for subject property

As can be seen in figure 4, the current zoning of the subject property according to the George Integrated Zoning Scheme By-Law is “*Agricultural Zone I*”. Zoning particulars of surrounding properties can also be seen in this regard. The use of a function venue and additional dwelling is permitted as consent use under this zoning, which constitutes the current land use application.

Table 1: Farm structures and parameters comparison

Parameters	Allowable	Proposed
Function Venue (with ancillary buildings)		
Floor area	500m ²	1097m ²
Height roof ridge	15m	6.3m – highest structure
Side building lines	30m	Complies (no sides)
Rear building line	30m	Complies
Street (western) building line	30m	21m
Encroachment size (m ²)	-	67.501m
Dwelling units		
Main Dwelling (nr.1)		
Max size (m ²)	n/a	711.5m ²
Building line (all)	30m	Multiple Departures
Non interleading rooms	2	2
Encroachment size (m ²)	-	128.336 m ²
Max height	8.5m	7.3m
2nd dwelling (nr.2)		
Max size (m ²)	175m ²	39.832m ²
Building line	30m	Complies
Encroachment size (m ²)	-	n/a
Max height	8.5m (part of main house)	7.3m (part of main house)

Agricultural worker accommodation (nr.3)		
3.1		
Max size	60 m ²	29.250 m ²
Building line (all)	30m	Departures
Encroachment size (m ²)	-	29.250 m ²
Max height	8.5m (dwelling house parameters)	3.56m
3.2		
Max size (m ²)	60 m ²	63.72 m ² (departure)
Building line (all)(m)	30m	Departures
Encroachment size (m ²)	-	63.72 m ²
Max height	8.5m (dwelling house parameters)	3.63m
3.3		
Max size (m ²)	60 m ²	62.06 m ² (departure)
Building line (all)	30m	n/a
Encroachment size (m ²)	-	n/a
Max height	8.5m (dwelling house parameters)	3.21m
Manager (worker) accommodation (nr.4)		
Max size (m ²)	175 m ²	158.837 m ²
Building line (all)	30m	Departures
Encroachment size (m ²)	-	120.084 m ²
Max height	8.5m (dwelling house parameters)	6.5m
Additional dwelling (nr.5)		
Max size (m ²)	175 m ²	165.7 m ²
Building line (all)	30m	Departures
Encroachment size (m ²)	-	165.7 m ²
Max height	6.5m	7m (departure)

As shown in table 1 above, the development requires a departure from the western and eastern side common boundary building lines. The maximum floor area is also exceeded and departure from these parameters is also being applied for. Sufficient parking is provided by means of the large open field located alongside the venue as 40 bays are being provided for 140 people. The parking can be seen in figure 22, and more than accommodates the necessary requirement. The main dwelling also requires several building line departures. The agricultural worker accommodation dwellings also require departures for both building lines and size. The manager dwelling requires only a building line departure. The additional dwelling, which is being applied for by means of a consent use, requires both building line - and height departures.

3. DEVELOPMENT PROPOSAL

3.1 Proposed Development

Figure 5 indicates the layout of several structures on the farm, discussed in the following sections.

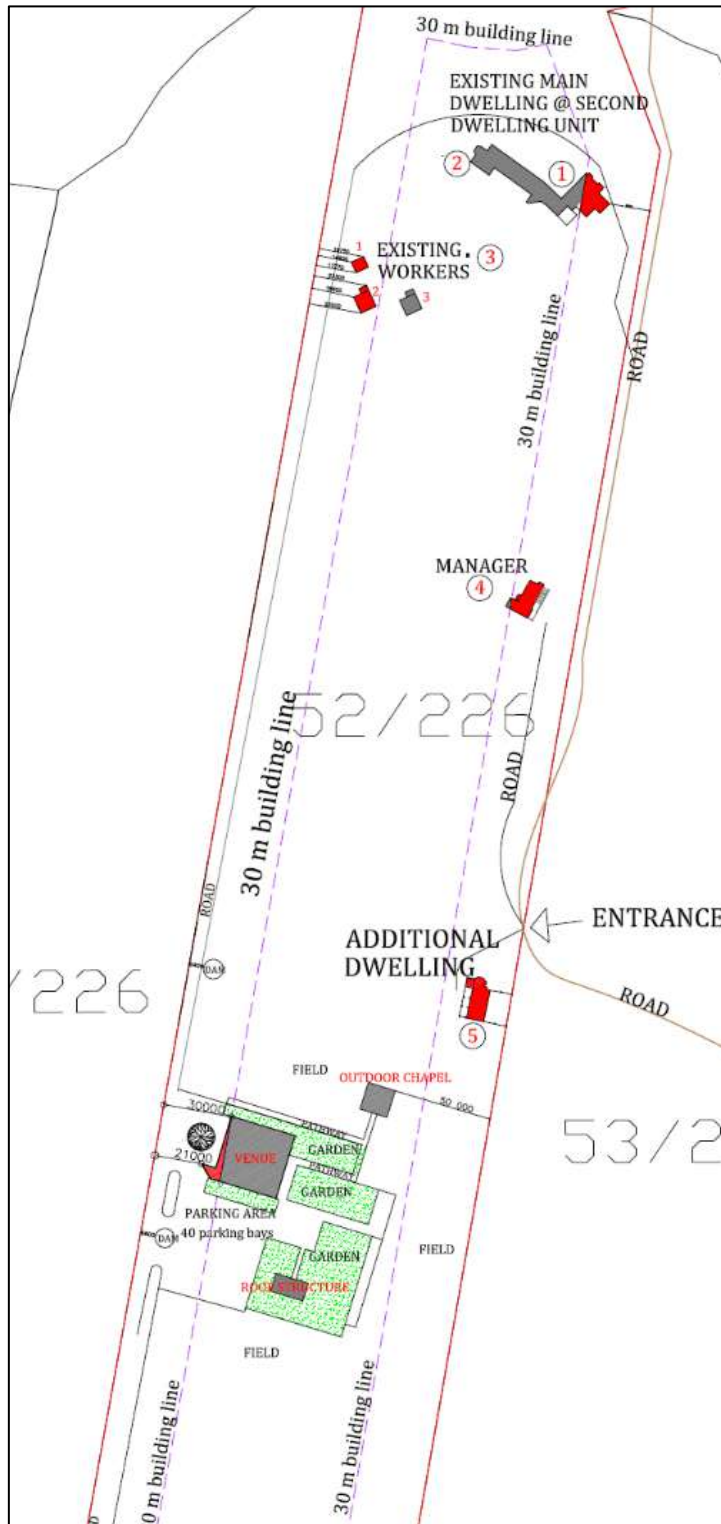


Figure 5: Site Plan overview of structures on the farm

The function venue (discussed in detail in the following section) in relation to the other developments on the farm can be found in the site plan indicated as figure 5. The building line encroachments on the farm can be seen in red on this plan. It is evident that a small portion of the function venue is over the building line in addition to several other structures. All structures exist in their current capacity. The farm currently contains, in addition to the function venue and ancillary buildings, a main dwelling with a second dwelling attached, four agricultural workers dwellings (one being for the manager) and one additional dwelling. The full overview site plan is attached as **Annexure 8**. The floorplans for all structures on the farm is attached as **Annexure 9**.

3.3.1 Function Venue

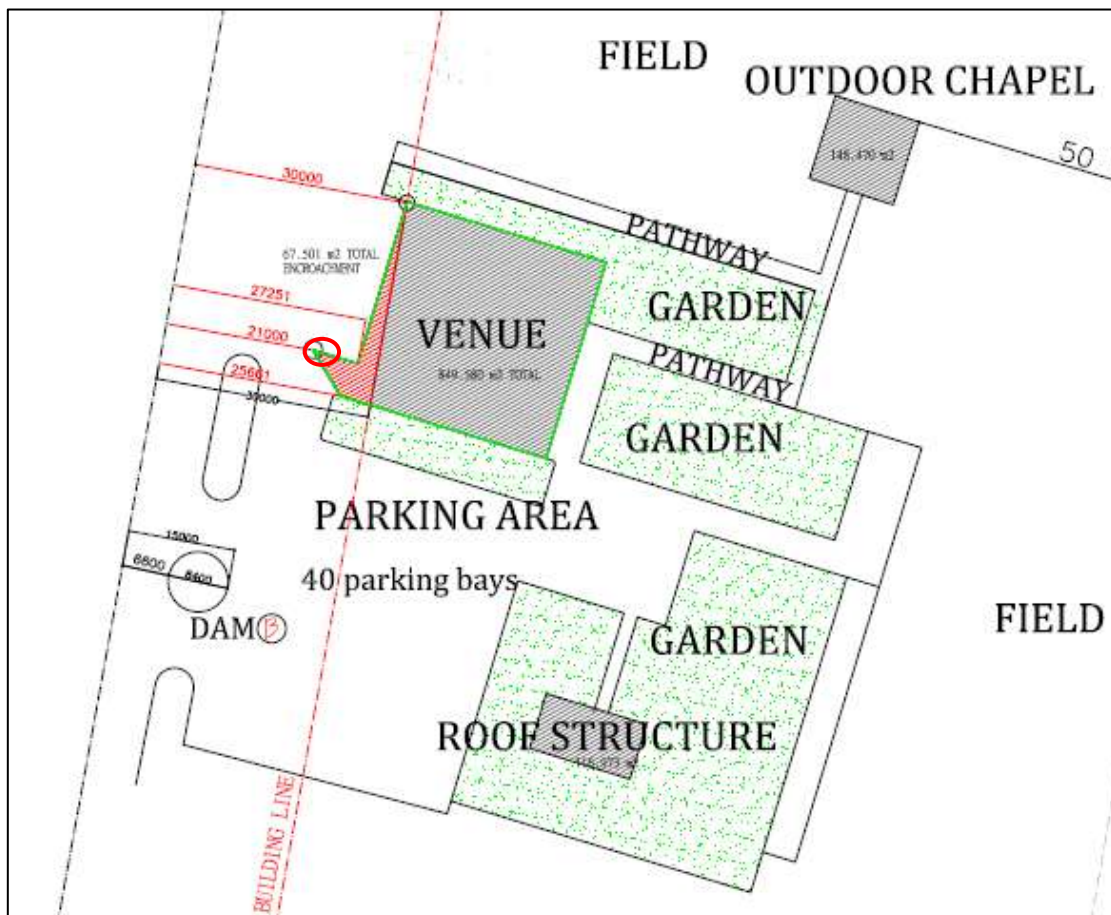


Figure 6: An illustration of the existing building plans

The development as seen in figure 6, already exists in its current capacity, with temporary land use rights, and no changes or additions that are currently proposed. The owner wishes to utilise the existing development, the event venue (reception hall), outdoor roof structure (waiting/pre-reception area) and outdoor chapel on a permanent basis. This use is allowed under the current zoning of "Agricultural Zone I" but requires a consent use application which forms the foundation for this land use application. The venue can accommodate 140 people, thus the current provision of 40 parking bays is more than sufficient. A parking layout is attached with the Function Venue floor

plans. The function venue requires a building line relaxation to 21m for the storage room of the Function Venue. As can also be seen in figure 6, two existing dams are also over the building line, thus requiring a building line relaxation to 6.6m and 6.4m respectively. Figures 7, 8 & 9 serve as additional visual aids indicating the function venue and ancillary uses.



Figure 7: Various photos of the reception hall and surrounds



Figure 8: Waiting / pre-reception area



Figure 9: Wedding chapel

As seen in figure 6, the 30m common boundary building line (red line) is encroached upon and would require a departure. In addition to this, the 500m² maximum floor area is also exceeded as the total size of the venue with ancillary buildings measures 1097.5m². This is in part due to the slightly larger and more usable storage room in the triangle area as well as the additions of the roofed wedding chapel and pre-reception area. It is important to note that the venue was converted from an existing shed and that additions were added afterwards to increase the practicality to the venue in its entirety.

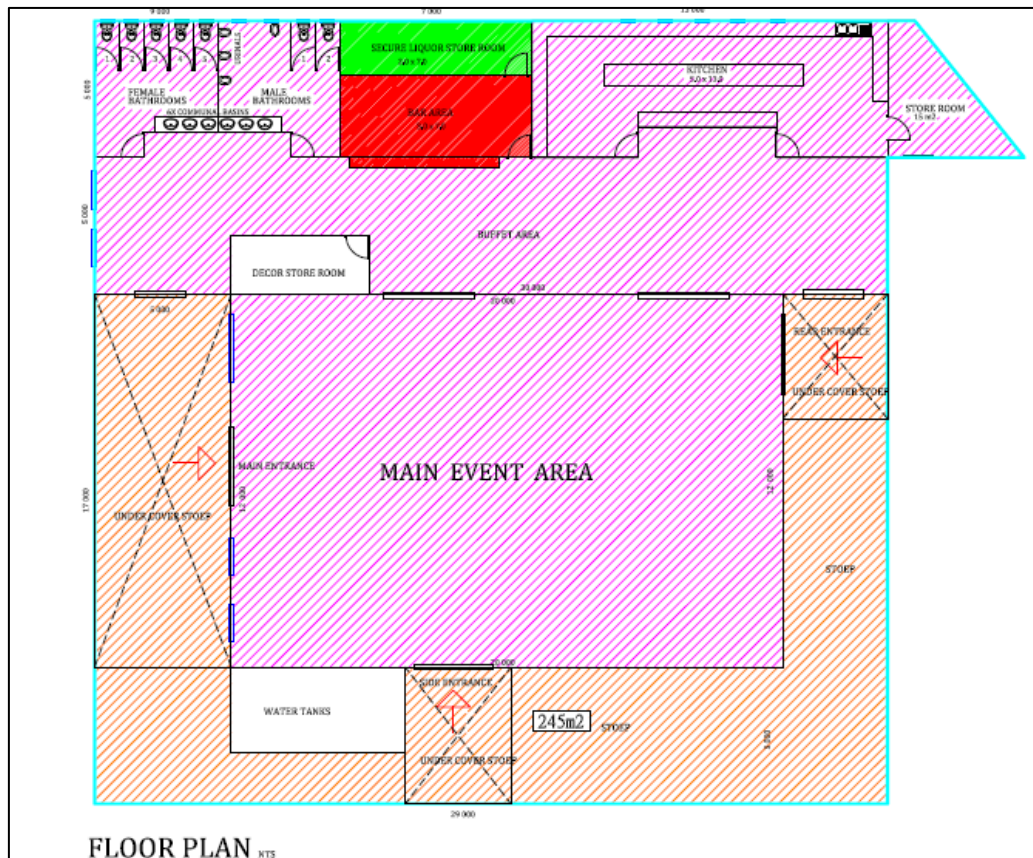


Figure 10: Floor Plan extract of the function venue (reception hall)

Kindly refer to figure 10, the venue floor plan, also referred to as the reception hall. The venue has a floor area of 587m² (832m² with stoep), the outdoor chapel measures 148.5m² and the outdoor steel structure (waiting area) measures 117m². The total floor area measures 1097.5m² and therefore requires a departure from the mandated 500m² as previously stated. The height of the function venue and ancillary uses complies with the height parameters. Though being ancillary to the function venue, the outdoor chapel and waiting area are being included in the total size of the function venue. Note that whilst the function venue (reception hall) is quite large, the calculations include all the amenities that are located within the function venue and also includes the entire stoep area. With the stoep area is excluded, the venue would only be slightly over 500 m². The design of the venue (as can be seen in the figure 7) still resembles much of a warehouse or a barn

thus its not foreseen that the addition of the function venue holds a significant impact with regards to the character of the farm or the area.

The uses of the function venue are split into 3 parts as each use is specific to a certain part of an event, specifically when it comes to weddings. The chapel cannot double as a waiting area as it has a specific layout which is orientated towards seating arrangements. The spatial landscape of the chapel could not allow it to also be a waiting area which is more informal and “standing” focused.

The wedding venue reception area (the main building) cannot double as the chapel due to its layout as well as the fact that it contains specific seating arrangements orientated towards hosting the reception after the wedding has taken place. The focus of this area revolves around the provision of meals and other wedding related activities but is not geared towards the wedding act itself. The function venue also cannot act as the waiting area as it is not “standing” focused and there is no space inside to have a standing waiting area with all the tables already set out for the reception.

The waiting area cannot double as either the chapel or the reception hall as it is not enclosed and is also too small. Thus, it is notable that each of the three sections of the function venue has a specific purpose which cannot be incorporated into one of the other structures. It is also notable that both the chapel and waiting area are merely roof structures which do not specifically resemble anything relating to the function venue. If one was not aware of the function venue, the roof structures themselves would merely resemble large open sheds which would otherwise have been found on the farm for different uses. It is therefore argued that their use as the function venue does not affect the character of the farm or the surrounding area at all.

3.3.2 Dwelling units

Main dwelling & second dwelling

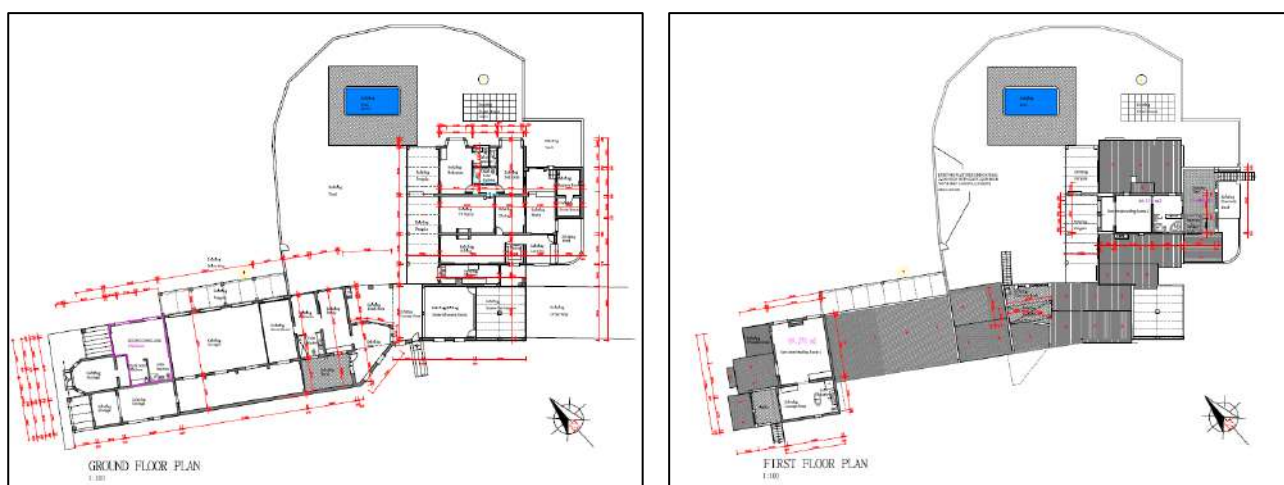


Figure 11: Main dwelling plans

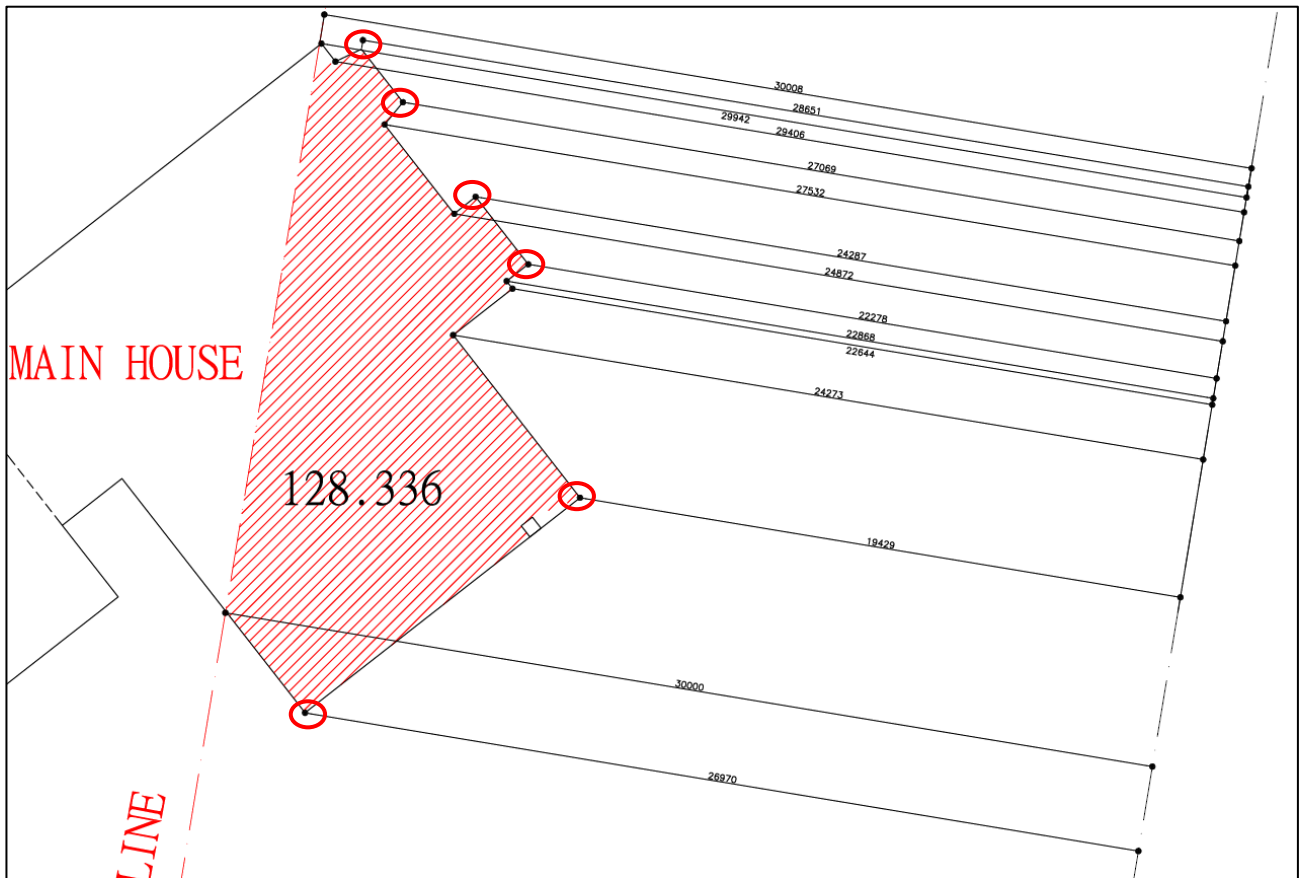


Figure 12: Main dwelling building line encroachments

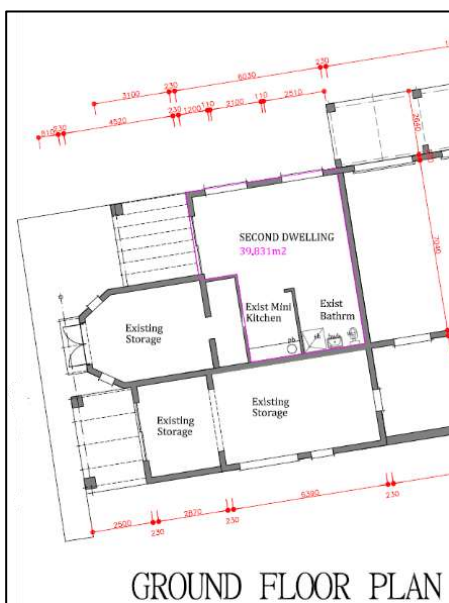


Figure 13: Second dwelling

The main dwelling currently contains a second dwelling unit internally (indicated in figure 13) with two non-interleading rooms. The two non-interleading rooms that form part of the main dwelling form part of a bed and breakfast establishment with a maximum of two guests per room.

Several building line departures are relevant to the main dwelling as a relative portion of the house is over the eastern side 30m building line. The building lines being applied for are **encircled in red** to ease its distinction from other lines. The second dwelling measures 39.832m² in extent as seen in the ground floor plan, thus not exceeding the maximum allowable size. The height of the main dwelling measures 7.3m and falls within the height requirement.

Agricultural worker accommodation

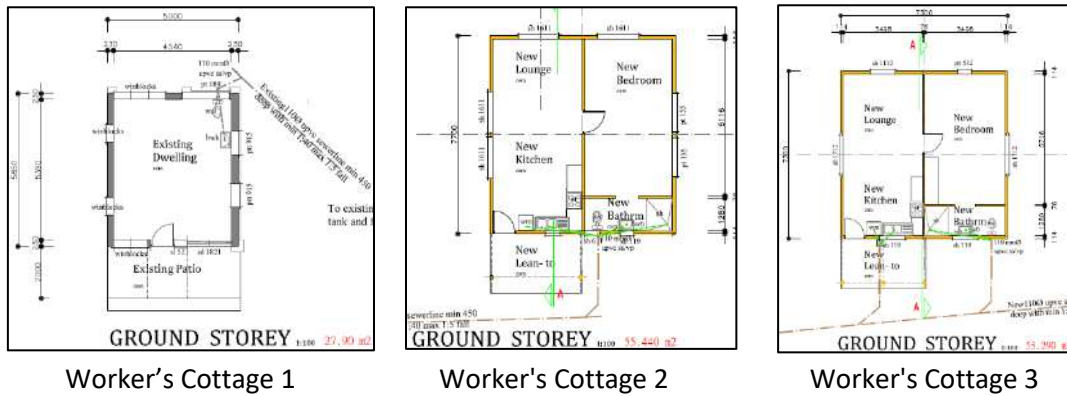


Figure 14: Agricultural worker building plans

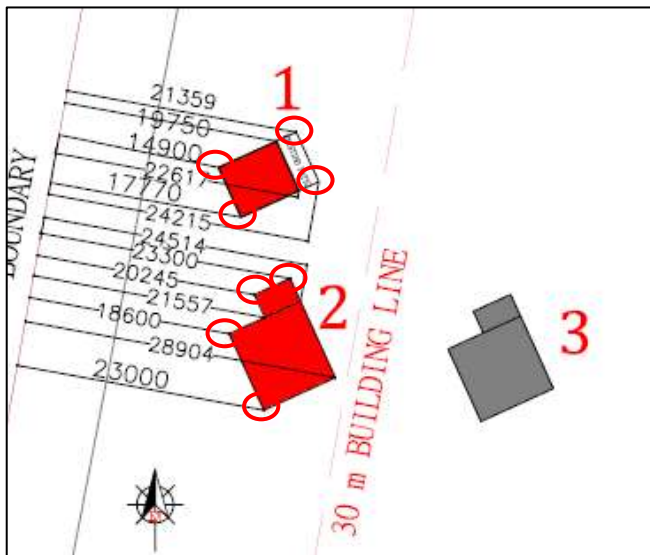


Figure 15: Agricultural worker building line encroachments

Worker accommodation (figure 14) is allowed on agricultural land and is not being applied for. As seen in figure 15, workers cottages 1 and 2 require building line departures. The specific parameters being applied for are **encircled in red** to ease with its distinction. Worker cottage 1 requires a maximum building relaxation to 14.9m. Worker cottage 2 requires a maximum relaxation to 18.6m. The maximum allowable floor area is 60m² for agricultural worker accommodation, which is also marginally exceeded by cottage 2 and 3. Cottage 2 measures 63.72 m² and cottage 3 measures 62.06 m², thus requiring a departure to relax the maximum allowable size. Furthermore, all 3 agriculture workers houses fall within the relevant height parameters.

Agricultural activities and other farm operations: The number of agricultural worker houses currently are sufficient for the operations on the farm. The one dwelling was inherited with the farm from the previous owners and contains an elderly lady, the widow of the previous foreman, who was awarded life rights to stay in the house. She still resides on the farm and her dwelling cannot be taken away.

The other two dwellings each contain a married couple. Both husbands of the respective dwellings play crucial roles in the raising of livestock on the farm as the farm contains a number of sheep that are fed and property maintained on a daily basis. They also see to all daily operations on the farm as well as general farm maintenance and venue upkeep. The farm itself generally requires an

extremely high level of maintenance and given the fact that the venue is located on the farm the maintenance required is also more extensive. The farm must operate in an organised and clinical manner, and all infrastructure must be maintained to the highest standard in order for the farm to present well and create a welcoming atmosphere. The immediate area surrounding the function venue requires constant upkeep and landscaping. As can be seen in the photos (figure 7) there is an abundance of grass, flowers and other landscaping features which need to be properly maintained in order to present well. The same goes for the garden and landscaping around the main dwelling.

The owner also practices beekeeping which also requires moderate to highly intensive care as there are several hives on the farm. The hives require regular inspections and maintenance thus requiring a decent amount of time for dedicated hive checks. This is especially important for disease management which could quickly become a big issue in the area, and could also have wider spread negative effects as the bees can spread diseases contained by varroa mites which tend to breed in the hives. Honey extraction is also a timely process which can be spread out over several weeks and often months, depending on the conditions on the farm. The extraction periods sometimes are also spread out over several times per year. The honey extraction season on the farm also requires constant and time-consuming commitment which could require more than one agricultural worker at times. After extraction there is also the process whereby the honey is stored or moved to containers. It is therefore notable that, though not requiring attention during all hours of the days in the week, this portion of the business does often leave only one of the farm workers available to do other farm related activities as set out in the previous paragraph.

The 2 wives of the respective farm workers maintain several operations on the farm. As a portion on the main dwelling (two rooms) is also rented out as part of a bed and breakfast establishment, these two workers are responsible for the cleaning and operations relating to the bed and breakfast. They also clean the manager dwelling which is located on the farm. The one worker also specifically acts as a carer for an elderly woman who stays with the owner in the main house. Both workers in turn are also involved with the operations of the function venue which relates to organising, setting up, cleaning and packing away of venue related amenities. They also tend to finer details of the function venue such as watering the gardens and landscaping of plants, specifically flowers surrounding the function venue.

Each member of the farm worker team contributes significantly to the daily functioning and success of the farm. Their collective efforts ensure that the farm remains operational, well-maintained, and welcoming to guests. The operations and workers are all managed by the farm manager, to be discussed in the following section.

Agricultural manager accommodation

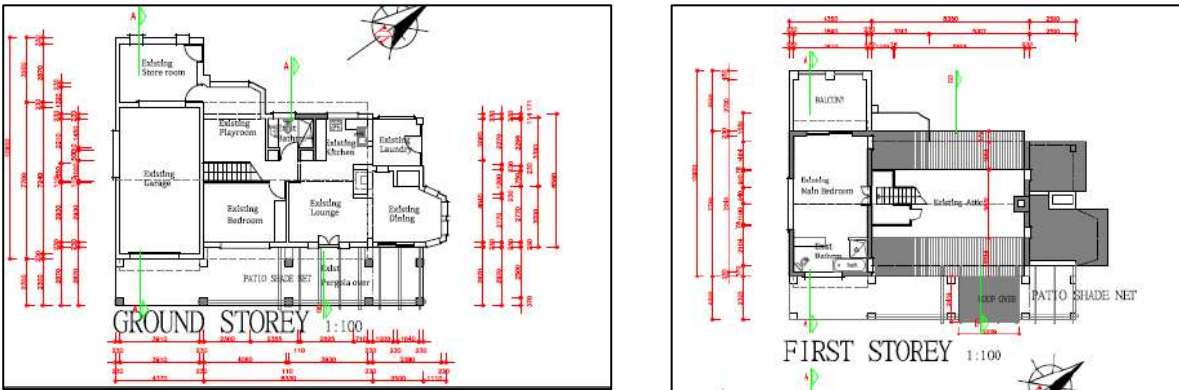


Figure 16: Agriculture manager building plans

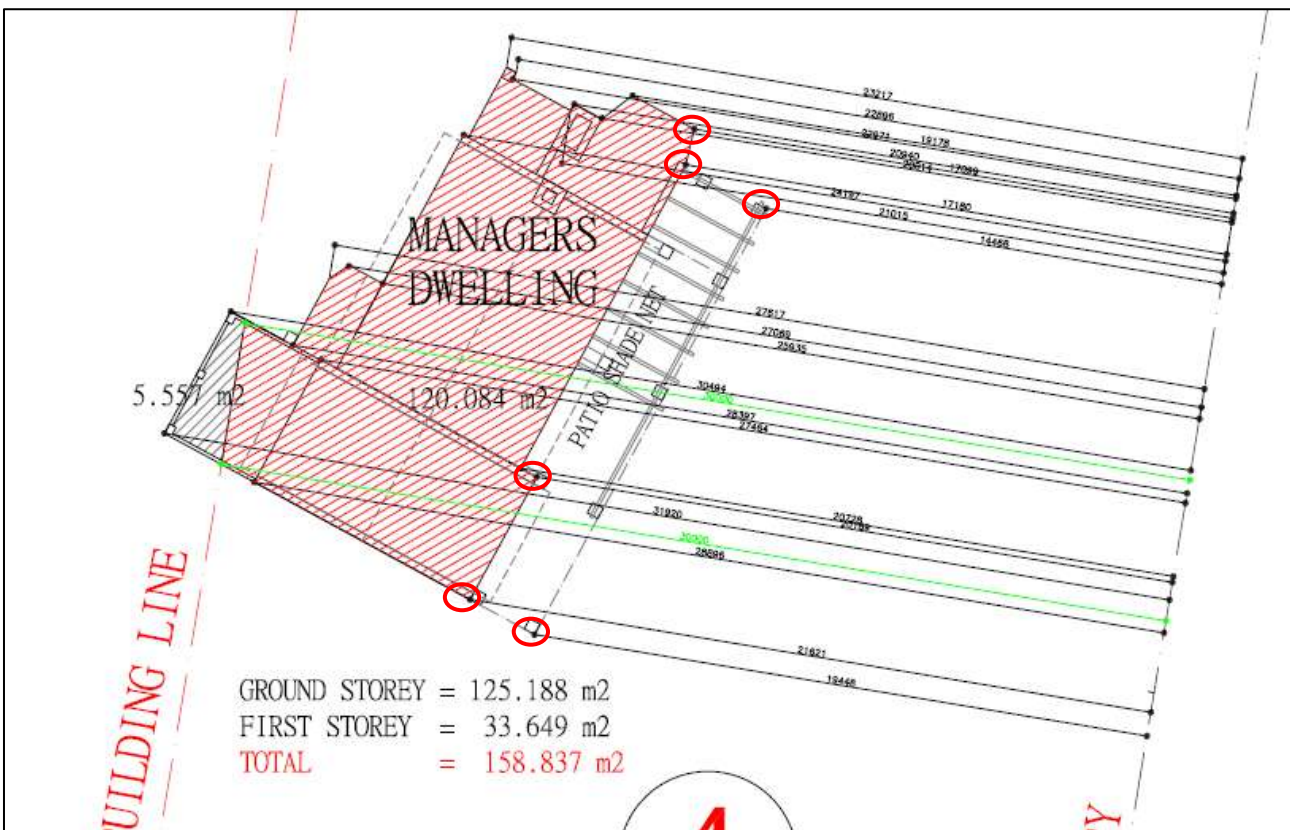


Figure 17: Agriculture manager building line encroachment

Figure 16 illustrates the manager dwelling in its existing capacity. It is, however, important to note that the manager's accommodation extends beyond the designated 30m building line as indicated in figure 17 and requires a relaxation to comply with regulatory standards. The relevant sections with relevant building line relaxation distances **are encircled in red** to ease with its distinction. The maximum height complies with the height limit of the existing building being below 8.5m. As previously stated, the owners do majority of their work overseas, requiring extended periods away

from home and therefore require a manager to manage the farm and maintain day-to-day operations on a fulltime basis. The manager is responsible for the farm workers as well as the operations of the function venue and all other farming activities.

Additional dwelling unit

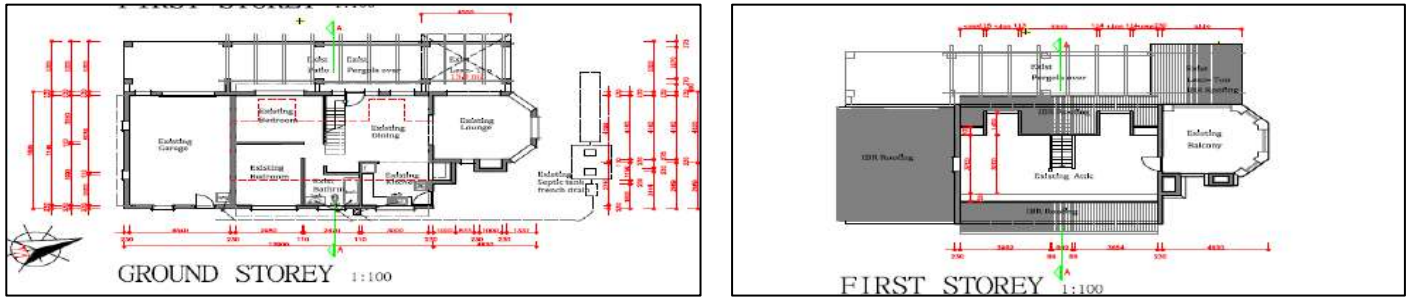


Figure 18: Additional dwelling building plans

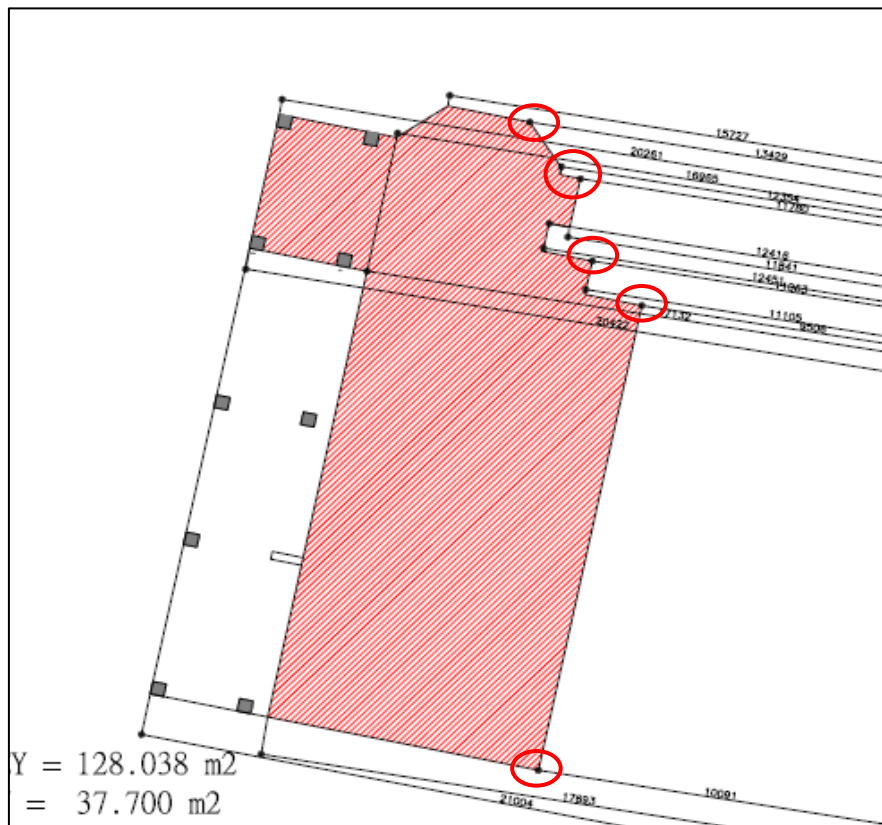


Figure 19: Additional dwelling building line encroachments

As can be seen in figure 18, the additional dwelling unit being applied for by means of a consent use, indicates that there is a both a ground – and first storey. The development encroaches the 30m building line and therefore requires several departures as is indicated in figure 19 with the relevant sections and building line relaxations being **encircled in red** to ease its distinction.

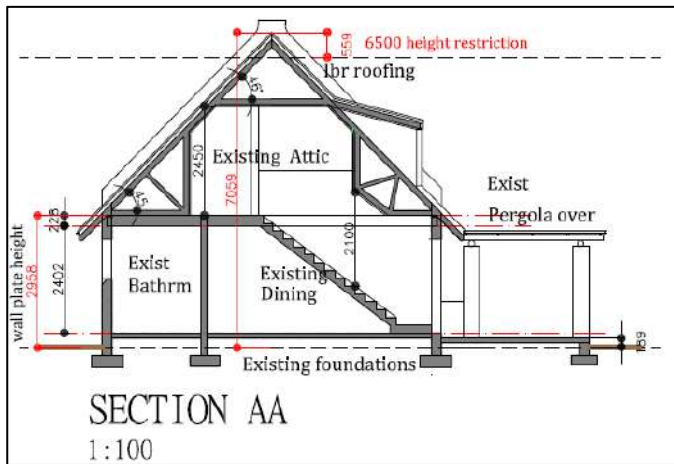


Figure 20: Elevation of the additional dwelling

Figure 20 indicates the elevation of the development. The maximum height parameters for an additional dwelling are set at 6.5m but the current height is 7m, thus, requiring a relaxation for the height limit.

3.2 Accessibility/Parking

Access to the property remains unchanged and gains access off Minor Road nr 6852 (gavel road), which connects to Divisional Road 1623 (Gravel Road). Figure 21 shows access to the function venue from the internal gravel road which ultimately connects to the Minor Road 6852. No servitudes are present.



Figure 21: Access to the function venue



Figure 22: Parking

There is more than sufficient parking provided on the property to meet the GIZS parameters as 40 bays (with 2 additional disabled parking bays) are provided for 140 guests and the venue has a large, open parking area that will be able to meet the demand as seen in figure 22. Currently, 42 parking spaces are provided, which also includes handicapped parking. This can be seen in the floorplans for the function venue.

3.3 Engineering Services

The property is already developed with the necessary amenities and service requirements to ensure proper operations of the function venue. No additional services area required.

3.4 Pre-Application Consultation

Two pre applications were held for this farm:

1. A Pre-application meeting was conducted on 21 July 2022 (**Annexure 10**), the following comments were made:

Town Planning

- Based on the information provided, town planning cannot foresee any red flags regarding the proposed land use of function venue.

Noted.

- The applicant should determine if any listed activities are triggered. No development allowed 32m from any waterbody/watercourse.

Noted, the waterbody to the south is more than 150m away from development, the small waterbody to the north is a man-made dam for aesthetic purposes but is also more than 45m away from the venue.

- Parking should be provided in terms of George Integrated Zoning Scheme, 2017.

Noted, parking is more than sufficient.

- Access to the property must be addressed in the application (District roads or servitude roads)

Noted, this has been included in the report.

- The applicant may submit the application in terms of Section 15(2)(o) of Land Use Planning By-Law for George Municipality, 2015 with reference to the comments in Part E.

Noted, this has been included in the report.

CES

- No services currently available in the area, and the developer will be required to provide the required services. Should services be expanded to the area, the developer/owner will be required to connect and pay required development charges.

Noted. Services to the site already exist as the function venue already operates in current capacity.

2. A second Pre-application meeting was conducted on 20 January 2025 (**Annexure 10**), the following comments were made:

Town Planning

- Application to be motivated in terms of SPLUMA, LUPA, MSDF, PSDF and Western Cape Rural Guidelines.
- The proposed uses should comply with the George Integrated Zoning Scheme By-law 2023 in terms of land use descriptions and development parameters.

Noted.

- The proposed departure from the function venue extent must be fully justified and significantly motivated.
- All areas used in relation to the function venue must be indicated.

Noted, this was completed.

- Consent must be obtained from the Western Cape Department of Agriculture, for the proposal in general, but specifically relating to the agricultural workers accommodation and manager unit proposed on the land with limited agricultural activities taking place (verifying bona fide agricultural workers). The consent must be submitted with the land use application (and not only form part of the public participation process).

Feedback was received from HWC, they confirmed that no heritage resources are triggered.

*Feedback was received from Department of Agriculture that the dwellings merely need to be motivated as part of the application. The application will in any case be referred to the Department of Agriculture and they will have the opportunity to comment. The comments are attached as **Annexure 11**.*

- The motivation report should specify the type of agricultural activity justifying the need for accommodation for three workers and a manager's unit on the property.
- Indicate compliance status of all the existing structures on the property, and where non-compliance is relevant, include relevant application types with the proposed application (e.g. building line departures).

Noted and included as such on the application.

- Heritage approval to be obtained in respect of triggers in terms of Section 34 and 38 where relevant.

Feedback was received from HWC, they confirmed that no heritage resources are triggered.

Civil Engineering Services

- Access is from non-municipal road network. The developer to obtain permission from the applicable road authority. Access is permitted in accordance with the George Integrated Zoning Scheme (GIZS) 2023 regulations.

- All parking must be provided on-site, in compliance with the GIZS parking requirements (PT1 ratios may be applied). No parking is allowed within the road reserve, and the owner may be held liable for any costs incurred to prevent unauthorized parking in this area. The previous development approval and its legal status should be noted.
- Normal Development Charges (DCs), if applicable, will be levied in accordance with the DC policy and the applicable By-law and / or policy. No water and sewer services available in the area. Any required services will have to be provided by the developer at the developer's costs.
- Stormwater: The developer must ensure full compliance with the relevant Stormwater By-law.

All comments noted.

Electrotechnical Services

- Property is located in Eskom Area of Supply; the applicant to liaise directly with Eskom.

Comment is noted.

4. RELEVANT SPATIAL PLANNING POLICIES AND GUIDELINES

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

4.1 George Municipal Spatial Development Framework (GMSDF) (2023)



Figure 23: GMSDF extract

This spatial document does not specifically address the subject property but the farm falls within “high potential agriculture area”, as can be seen in figure 23. The MSDF states that the performance of the agricultural economy has a direct impact on the performance of the attraction of tourism in the area as agricultural land make up a significant portion of the rural areas surrounding George. The proposed use and departures will not change the character or the use of the property and therefore does not conflict with the MSDF. The proposed use utilises the natural landscape associated with the agricultural industry rather than causing detrimental effects.

4.2 Western Cape Land Use Planning Guidelines for Rural Areas (2019)

This guideline document aims to promote sustainable development in appropriate rural locations throughout the Western Cape, and ensure the inclusive growth of the rural economy whilst also protecting biodiversity areas and maintaining the integrity and authenticity of scenic rural landscapes farming areas, and natural resources. This guide also aims to assist Western Cape municipalities to plan and manage their rural areas more effectively by pro-actively informing their zoning schemes and spatial development frameworks. Lastly the guideline aims to provide clarity to all role players and partners (public and private) on the type of development that is appropriate beyond the current built-up areas, suitable locations where it could take place, and the desirable form and scale of such development.

As this land use application can be described as a development in a rural agricultural area, this guideline document has some relevance. Aspects that pertain to the proposed development (in its current state) are outlined below.

- Chapter 8 of the guideline specifies that “Buildings accommodating land uses ancillary to or associated with agriculture, should not detract from the functionality and integrity of farming practices and landscapes and be of an appropriate scale and form”, which includes a function venue.

The function venue itself uses a very small portion of the property, and utilises the natural landscape of the farm as part of the aesthetic appeal connected to the venue. The farmland area all remains untouched and will be maintained in their current state, but are too small to be used for commercially viable farming in any case. The venue does not cause any detrimental effects based on its architectural design as this venue was converted from an existing shed and has for the most part retained this look. The ancillary structures (wedding chapel and pre-reception area) are also simple roofed structures which promote no significant detrimental architectural designs. These structures maintain the same look as large simple farm sheds which would otherwise have housed large farming equipment. Though departures are required for several other structures on the farm, they are all allowable uses on agricultural land, thus none would have a detrimental effect on the functionality or integrity of farming practices.

- Chapter 12 sets out guidelines regarding rural business typologies and aims to “facilitate the development of rural businesses serving the needs of local communities, rural tourists and agricultural production.” It also aims to provide guidance on suitable locations for appropriate developments.
- Appropriate rural businesses could be accommodated in all Spatial Planning Categories (e.g. curio-shop appropriate in a National Park), but with restrictions and subject to site attributes.

This development suits the ancillary uses for agricultural areas as it is not foreseen that any additional negative effects are currently relevant. The development most certainly adds to the rural tourism industry and utilises the local community for basic operations.

- Place-bound businesses (businesses ancillary to agriculture or serving rural needs) include farm stalls and farm shops, restaurants and venue facilities (e.g. conferences and weddings).
- Place-bound businesses should preferably be located on the farm to consolidate the farmstead precinct, and complement the farm's operations.
- Restaurants and venue facilities should be located within the farmstead precinct and be of appropriate scale and vernacular design, generate positive socio-economic returns and do not compromise the environment; agricultural activities, production and sustainability, risk and finances; and the scenic, heritage and cultural landscape.
- Any new buildings in the rural area need to be informed by local vernacular regarding scale, form and building materials (e.g. roadside farm stall) and should include appropriate buffers, and landscaping and screening to reduce their visual impact on the rural landscape.

As the farm is too small for viable commercial agricultural activities, the operations of the farm do not hold significant profitability, ancillary uses connected to these activities would also have added no profitability. The green landscape provides perfect scenery for the function venue and is thus utilised as such. As previously stated, the function venue follows a shed-like appearance and suits the architectural formality associated with farmsteads as do the two ancillary structures. The use of the function venue also provides additional income for the farm as well as for workers that need to maintain its operations. There is an abundance of trees and vegetation surrounding the development, which adds aesthetic effects for – and from the venue, rather than just having a venue in the middle of an undeveloped landscape.

- Development applications should include a locality plan to indicate how it contributes to the clustering of nodal areas, a site development plan illustrating the placement of the business in relation to existing buildings on the farm, details on infrastructure provision, access and parking arrangements and the position and nature of all proposed signage and landscaping.

Nodal development has little effect on the development as surrounding uses remain agricultural and the farm is not located in a nodal development area. For parking, the site utilises a large open parking area which is more than sufficient for the requirements. As this venue was an existing shed, most services already exist. Electricity supply is already supplied, water is supplied via water tanks and sanitation is tended to by means of a septic tank.

- Restaurant and venue facilities to be of a scale compatible with the farmstead precinct and/or surrounding rural context.
- Only activities that are appropriate in a rural context, generate positive socio-economic returns, and do not compromise the environment or ability of the municipality to deliver on its mandate should be accommodated. The long-term impact on the municipality (resources and financial); agricultural activities, production and sustainability, risk and finances; and the scenic, heritage and cultural landscape should be considered when decisions are taken.

The development in its current capacity does not exceed any allowable use and currently only requires and building line and floor area departure as both are exceeded. Though exceeding the floor area, this is not seen as an “out of scale” development as the structures are scattered in small sections, instead of being one large protruding development. The development also does not set a completely new precedent for the area in terms of size and scale. Other services are provided on-site and do not require additional infrastructure. As can be seen in the floor plan, water tanks are provided, and electricity is provided by existing infrastructure from the existing shed.

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. Set out below are 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 only partially affects the five development principles of the Spatial Planning and Land Use Management Act, 2013 (Act 16 of 2013) (SPLUMA). Only the most 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 SDF's and relevant planning policies, spatial planning mechanisms, land use management systems and land development procedures to address these imbalances.

- *No reference is made to the property in the SDF or relevant planning policies. This development principle is not applicable to this application. The current use already exists in its current capacity with no influence foreseen.*

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 as the portion of the property where the function venue is located is not utilised for agricultural purposes. The argument is therefore that the event venue does not change or influence the existing agricultural use negatively. Other uses on the farm that require minor departures are all allowable and are associated with agricultural land units.*
- *The venue in its current use also has no influence on any environmental management mechanisms and equitable functioning of land markets.*
- *Services to the venue already exist, no additional services are needed as the venue is already operational in its current capacity.*

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 development exists in its current capacity and requires no additional services. The development will therefore utilise the existing resources and infrastructure available whilst promoting the optimal use of an underutilised site. The impact of the proposed departures is a significant distance from neighbours and from any water bodies ect. The application is therefore not seen to have any negative effects in this regard.*

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 and has no influence on the livelihood of existing communities. If anything, the venue currently provides job opportunities in the area which could actually increase “bounce back” ability. 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

As there are no significant public interests currently vested in this site, the property is zoned Agricultural Zone I for private use. As stated previously, there are no neighbouring buildings in close proximity to the proposed developments, thus the view nor the height of the proposed development will influence the neighbours and surrounding area. No influence is foreseen on the natural surrounding environment as no vegetation will be cleared. Proposed developments will adhere to all relevant frameworks and parameters to ensure that surrounding properties are minimally influenced, should development occur.

5.1.3 Environmental Legislation

The property is zoned “Agriculture Zone I”, but it should be noted that no active agricultural activities currently reside on the site and the natural environment to the north remains unchanged, thus 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 sets 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. Spatial resilience and - justice have very few associations with this application. The principles of sustainability, efficiency and good administration all have relative bearing with regards to this application and have been included in the framework analysis under subsection 5.1.1.

5.2.1 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.”

In view of the nature of this land use application and its location within George, this proposal is consistent with the GSDF.

5.2.2 Need and Desirability

The concept “*desirability*” in the land use planning context may be defined as the degree of acceptability of a proposed land use development. This section expresses the desirability of the proposed consent use and departures taken in conjunction with the development principles and

criteria set out through the statutory planning framework listed above, as well as the degree to which this proposal may be considered within the context of broader public interest. It is our view that the initial investigation into the desirability of the proposal reveals no obvious negative impacts.

The current need does not reside within the need for development serving the broader public interest or urban expansion. The current need is motivated in terms of additional revenue streams for the farm. The other applications are only to legalise the existing dwellings and structures on the farm which require building line - and minor height departures. None of the developments are needed to realise a specific spatial goal in terms of the SDF but none directly contradict the SDF either. Furthermore, the desirability of this development is rooted in the similarity of land use and typology, which will integrate with the existing developments. As previously stated, the function venue was already approved on a temporary basis and the ancillary structures mostly resemble large farm shed structures. As the impact on the surrounding neighbours is minimal and the proposed use has no detrimental effect on the farming practices, the proposed application is not considered to be in contradiction with spatial policies and at no further risk or inconvenience to neighbouring properties.

6. CONCLUSION

We believe that the abovementioned principles, considerations and guidelines for this land use application for Diepekloof 226/52 satisfies the applicable legislation. As a result, it is trusted that this application can be finalised successfully.



DELAREY VILJOEN Pr. Pln

FEBRUARY 2025

ANNEXURE 1

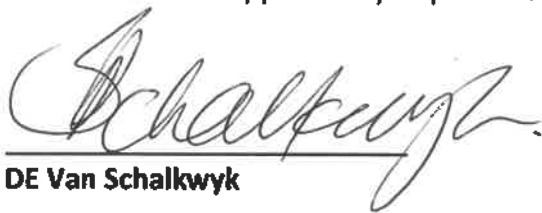
TRUST RESOLUTION

PEANUT PROPERTY TRUST


RESOLUTION PASSED ON 12/09/2022

It was resolved that **David Ernest Van Schalkwyk** be appointed as representative for the above entity and can sign documentation on behalf of the company.

This decision was approved by all parties concerned.


DE Van Schalkwyk


JB Koortsen


F & S Independent Trustees CC


F Nel

I, **David Ernest Van Schalkwyk**, hereby accept my appointment as representative of the above entity without any objections.


DE Van Schalkwyk

POWER OF ATTORNEY

I, **David Ernest Van Schalkwyk**, the undersigned and authorised representative of **Peanut Property Trust**, the registered owner of **Diepekloof 226/52**, George Municipality and Division hereby instruct *DELPLAN Consulting* to submit the land use application with the local authority.



DE Van Schalkwyk

Date: 13 Sep 2022

Witnesses:

1. 

2. 

ANNEXURE 2

Cilliers Odendaal Prokureurs &
 Aktebesorgers
 126 Cradockstraat, George, 6530

Opgestel deur my

Fee endorsement		
	Amount	Office fee
Purchase price/Value <i>J/S</i>	2 900 000,00	1100,00
Mortgage capital Amount	R.....	R.....
Reason for exemption	Exempt i.t.o	
	Cat.....	section.....Act.....

Barend Cilliers Odendaal
 TRANSPORTBESORGER
 BAREND CILLIERS ODENDAAL

DATA / CAPTURE
 28 NOV 2014
 FANTIWENGY

T000072937 / 2014

TRANSPORTAKTE

HIERBY WORD BEKEND GEMAAK DAT

DE WAAL ESTERHUYGE

voor my verskyn het, REGISTRATEUR VAN AKTES te Kaapstad, hy die genoemde komparant synde behoorlik daartoe gemagtig kragtens 'n Voimag aan hom verleen deur

JOHANNES STEPHANUS MARAIS

Identiteitsnommer 460122 5002 08 9

en

MARIA MARAIS

Identiteitsnommer 450314 0020 08 1

Getroud binne gemeenskap van goed met mekaar

geteken te SINGAPORE op 5 November 2014 en geteken te GEORGE op 7 November 2014

DATA / VERIFY
 27 JAN 2015
 NGONGWANA PENELGPE
 GhostConvey 15.1.4.8

En genoemde Komparant het verklaar dat sy prinsipaal, op 14 Augustus 2014, waarlik en wettiglik verkoop by Privaat ooreenkoms, en dat hy, in sy voorgenoemde hoedanigheid hierby sedgeer en transporteer aan en ten gunste van

Die Trustees vir die tyd en wyl van

**PEANUT PROPERTY TRUST
REGISTRASIE NOMMER IT1444/09**

diese Opvolgers in Amp of Regverkrygendes,

**GEDEELTE 52 ('N GEDEELTE VAN GEDEELTE 53)
VAN PLAAS DIEPE KLOOF NR. 226
IN DIE MUNISIPALITEIT EN AFDELING GEORGE
WES-KAAP PROVINSIE**

GROOT 10,9057 (TIEN KOMMA NEGE NUL VYF SEWE) Hektaar

AANVANKLIK OORGEDRA kragtens Transportakte Nr T17423/1957 met Kaart Nr 924/1953 wat daarop betrekking het en gehou kragtens Transportakte Nr. T15495/1983.

- A. **ONDERHEWIG** aan die voorwaardes waarna verwys word in Transportakte Nr 1970/1923 gedateer 19 Maart 1923.
- B. **ONDERHEWIG VERDER** aan die endossement gedateer 2 Desember 1957 aangebring op Transportakte Nr 17423/1957 gedater 2 Desember 1957 welke endossement soos volg lui:-

SERWITUUT

Kragtens Notariële Akte Nr 661/1957 gedateer 17/10/1957 is Gedeelte 52 ('n Gedeelte van Gedeelte 53) van die plaas DIEPE KLOOF hieronder gehou onderhewig aan 'n serwituut pad 4,72 meter wyd, die middel waarvan gemerk x bruin lyn y op Kaart Nr. 924/1953 hierby aangeheg ten gunste van Gedeelte 51 ('n gedeelte van Gedeelte 53) van die plaas DIEPE KLOOF Groot: 10,9060 Hektaar, gehou onder T17422/1957 gedateer hede, soos meer volledig sal blyk met verwysing na bo gemelde Notariële Akte."

WESHALWE die komparant afstand doen van al die regte en titel wat

**JOHANNES STEPHANUS MARAIS en MARIA MARAIS, Getroud soos
vermeld** 7

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

**Die Trustees vir die tyd en wyl van PEANUT PROPERTY TRUST
REGISTRASIE NOMMER IT1444/09** 7

diese Opvolgers in titel of Regverkrygendes, tans en voortaan daartoe geregtig is, ooreenkomstig plaaslike gebruik, behoudens die regte van die Staat en ten slotte erken hulle dat die verkoopprijs die bedrag van **R2 900 000,00 (Twee Miljoen Nege Honderd Duisend Rand)** beloop.

TEN BEWYSE WAARVAN ek, genoemde Registrateur, tesame met die Komparant hierdie Akte onderteken en dit met die ampseël bekragtig het.

ALDUS GEDOEN EN VERLY op die Kantoor van die REGISTRATEUR VAN AKTES te Kaapstad op *18 Desember* 2014

In my teenwoordigheid

REGISTRATEUR VAN AKTES

g.q.

ANNEXURE 3



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: IT 1444/09 (T)

Hiermee word gesertifiseer dat /

This is to certify that

DAVID ERNEST VAN SCHALKWYK - 660716 5118 08 0

JACOBUS BAREND KOORSEN - 651123 5184 08 2

F AND S INDEPENDENT TRUSTEES CC (REG. NO. 2008/141277/23)

FREDERIK NEL - 710723 5131 08 9

I certify that this is a true copy of the document presented to me on: 20 16 / 3 / 29
The document consists of 7 pages, each page of which is numbered and initialled.

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

ELIZABETH CATHARINA JOOSTE
COMMISSIONER OF OATHS (RSA)
EX OFFICIO - MTP (SA)
SAIPA MEMBERSHIP NUMBER: #887
122 WILLEM BOTHA DRIVE
ELDORAIGNE, 0157

GEGEE onder my hand te op hede die 27^m dag van September year 2017
GIVEN under my hand at PRETORIA this 27^m day of September year 2017

Signature
ASSISTENT MEESTER
ASSISTANT MASTER

MASTER OF THE NORTH GAUTENG
HIGH COURT PRETORIA
PRIVATE BAG X60
2017 -09- 27
PRETORIA (95)
MEESTER VAN DIE NOORD GAUTENG
HOOGGEREGSHOF PRETORIA

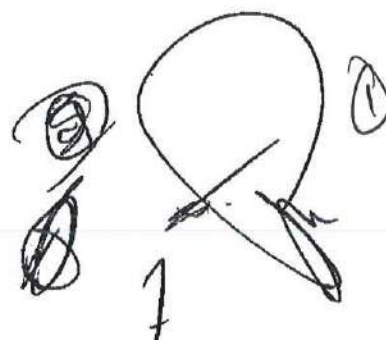
DEED OF TRUST

PEANUT PROPERTY TRUST

I certify that this is a true copy of the document
presented to me on: 20 18 / 3 / 29
The document consists of 42 pages,
each page of which is numbered and initialled.



ELIZABETH CATHARINA JOOSTE
COMMISSIONER OF OATHS (RSA)
EX OFFICIO - MTP (SA)
SAIPA MEMBERSHIP NUMBER: #887
122 WILLEM BOTHA DRIVE
ELDORAIGNE, 0157



DEED OF TRUST

Between

DAVID ERNEST VAN SCHALKWYK
("the Founder")

and

DAVID ERNEST VAN SCHALKWYK

PIETER DE HAAS

And

FREDERIK NEL
(As Independent Trustee)

("the first Trustees")

Handwritten scribbles and a signature at the bottom right of the page. The scribbles include a large, loopy signature that appears to be 'F. Nel', a smaller scribble, and a circled number '2'. Below the signature is a vertical line and the number '1'.

PREAMBLE

- A. It is the intention and desire of the Founder to create a Trust for the welfare and benefit of one or more of the beneficiaries referred to in this Trust.
- B. The beneficiaries have signified their acceptance of the benefits conferred upon them hereunder;
- C. The trustees have agreed to accept office as such and to administer the trust herein created;
- D. The Founder and Trustees hereby agree that the said Trust be established, on the terms and conditions more fully set out hereunder.

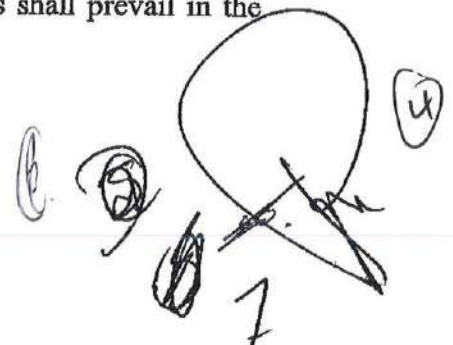
1. DEFINITIONS

For the purposes of this deed, unless the context indicates otherwise:

- 1.1 Clause headings are for the purpose of convenience and reference only and shall not be used in the interpretation of this Trust Deed, nor modify nor amplify any of its provisions;
- 1.2 there will be presumption against tautology or superfluity, and every word intended shall have some effect or be of some use;

Handwritten signature and initials in the bottom right corner. The signature is a large, stylized loop with a horizontal line through it. To its left are the initials 'F' and 'A' written in a cursive style. There are also several small circles containing numbers or symbols, possibly indicating page numbers or reference markers.

- 1.3 the Parties shall, wherever necessary or appropriate, be referred to by their designation;
- 1.4 a reference to:
- 1.4.1 any particular gender shall include the other gender;
- 1.4.2 the singular shall include the plural and *vice versa*;
- 1.4.3 a natural person shall include a juristic person (whether a corporate or unincorporated created entity) and *vice versa*;
- 1.5 words and/ or expressions defined in this Trust deed shall bear the same meanings in any annexes hereto which do not contain their own defined words and/ or expressions;
- 1.6 where a period consisting of a number of days is prescribed, it shall be determined by excluding the first day including the last day;
- 1.7 where the day upon or by which any act is required to be performed is a Saturday, Sunday or a public holiday in the Republic of South Africa, the Parties shall be deemed to have intended such act to be performed upon or by the first day thereafter which is not a Saturday, Sunday or public holiday;
- 1.8 where an expression has been defined and such definition contains a provision conferring a right or imposing an obligation on any Party, then notwithstanding that it is contained only in a definition, effect shall be given to that provision as if it were a substantive provision contained in the body of this Trust Deed,
- 1.9 if figures are referred to in numerals and words, the words shall prevail in the event of any conflict between the two;



- 1.10 words and/ or expressions defined in any particular clause in the body of this Trust Deed shall, unless the application of such word and/ or expression is specifically limited to that clause, bear the meaning so assigned to it throughout this Trust Deed;
- 1.11 the terms "holding" and "subsidiary" in relation to any company shall bear the meanings assigned
- 1.12 the *contra proferentem* rule shall not apply and accordingly, none of the provisions hereof shall be construed against or interpreted to the disadvantage of the Party responsible for the drafting or preparation of such provision;
- 1.13 the *eiusdem generic, noscitur a sociis* rule shall not apply and accordingly, whenever a provision is followed by the word "including" and specific examples, such examples, shall not be constructed so as to limit the ambit of the provision concerned;
- 1.14 The "*generalia specialibus non derogant*" rule will apply and means general words (rules) do not derogate from special'
- 1.15 The "*expression unius est exclusion alterius*" rule will apply and means expression of one thing is the exclusion of the other.
- 1.16 A reference to any statutory enactment (including statutes, ordinances, regulations and by-laws) shall be construed as a reference to that enactment as at the Signature Date and as amended or re-enactment as at the Signature Date and as amended or re-enacted or substituted from time to time thereafter;
- 1.17 a reference to any legal principle, doctrine or process under South African law shall include a reference to the equivalent or analogous principle, doctrine or

Handwritten signature and initials in the bottom right corner. The signature is a large, stylized cursive mark. To its left are the initials 'G' and 'S' in circles. Below the signature is the number '7'.

process in any other jurisdiction in which the provisions of this Trust Deed may apply or to the laws of which a Party may be or become subject;

1.18 unless specifically provided to the contrary, all amounts referred to in this Agreement are inclusive of VAT;

1.19 "the Trustees" means the first Trustees appointed in terms of the initial trust deed and/or those further persons appointed as trustees under this deed;

1.20 "the beneficiaries" means that person or those persons who may from time to time be selected by the Founder or his representative, whether executor, administrator or his Trustee, as the case be in his entire and absolute discretion to be a beneficiary in respect of payments or distributions of the income, profits, losses or capital profits or capital gains, capital losses, Trust Property or capital or either under the Trust, from amongst members of the classes consisting of and shall also mean any person holding an interest in or entitled to receive a benefit under this deed by virtue of such person's membership of a group or who has a lawful claim to a benefit:

1.20.1 THE PEANUT FAMILY TRUST

1.20.2 Any trust established for the benefit of any of the aforementioned:

1.20.3 Failing the existence of any members of the classes set out in the sub0clauses supra, only in that event, the Founder's residuary heirs set out in his/her last will and testament and, failing the nomination of residuary heirs in a last will and testament, the Founder's heirs as determined in accordance with the Intestate Succession Act, No 81 of 198, as amended.

1.21 "vest or vesting" in relation to a beneficiary, means the vesting of benefits or distributions as the Trustees in their absolute sole and unfettered discretion, may in terms of this deed determine. Any such benefits, payments or distribution of

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the income, profits, losses or capital profits or capital gains, capital losses or Trust property shall then vest in a beneficiary:

- 1.22 "vesting date" means such date as the Trustees may at any time decide to be the vesting date, on such date, any benefits, payments or distributions of the income, profit losses or capital profits or capital gains, capital losses or trust property shall vest in a beneficiary;
- 1.23 "group" shall mean and include a group representative in his personal capacity and/or all persons who may from time to time be declared in writing (whether by name or by financial interest) to the trustees by a group representative as members of a group or who may establish a right to such membership;
- 1.24 "group representative" shall mean the person representing a group in terms of this deed;
- 1.25 "interest" shall mean in respect of a beneficiary his beneficial entitlement to a portion of the trust fund or the income thereof subject to the provisions of this deed;
- 1.26 "the Trust" means the arrangement through which the ownership in property of one person is by virtue of a trust instrument made over or bequeathed-
- 1.26.1 to another person, the trustee, in whole or in part, to be administered or disposed of according to the provisions of the trust instrument for the benefit of the person or class of persons designated in the trust instrument or for the achievement of the object stated in the trust instrument; or

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1.26.2 to the beneficiaries designated in the trust instrument, which property is placed under the control of another person, the trustee, to be administered or disposed of according to the provisions of the trust instrument for the benefit of the person or class of persons designated in the trust instrument or for the achievement of the object stated in the trust instrument,

but does not include the case where the property of another is to be administered by any person as executor, tutor or curator in terms of the provisions of the Administration of Estate Act, 1965 (Act 66 of 1965);

1.27 "trustee" means any person (including the founder of a trust) who act as trustee by virtue of an authorization under the section 6 of the TRUST PROPERTY CONTROL ACT 57 OF 1988 and includes any person whose appointment as trustee is already of force and effect at the commencement of this Act;

1.28 "trust instrument" means a written agreement or a testamentary writing or a court order according to which a trust was created;

1.29 "the trust property" means:

1.29.1 the settlement referred to in clause 2 below;

1.29.2 any other monies, property of assets which the Trustees, in their capacity as such, may acquire by donation, inheritance, purchase, investment, re-investment, loan, exchange or otherwise, and

1.29.3 the undistributed, accumulated or capitalized income, profits or capital profits or gains of the Trust as at die end of each financial year of the trust

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- 1.29.4 movable or immovable property, and includes contingent interests in property, which in accordance with the provisions of a trust instrument are to be administered or disposed of by a trustee.
- 1.30 "company" includes a close corporation and a 'share 'in a company includes a member's interest in a close corporation and further shall mean a private, public, and /or public listed company incorporated in the Republic of South Africa or in any other country in any part of the world;
- 1.31 "person" means natural persons, duly registered Trusts, juristic persons, associations, foundations, funds, companies, partnerships, the state or any organ of the state and close corporations;
- 1.32 "welfare", besides the ordinary meaning of the word, also means the benefit, comfort, maintenance, education (including tertiary education), advancement in life and pleasures of the person concerned and shall include but not be limited to the cost of living, travelling, vacations, medical, dental, and similar services, entertainment, tax, general care and provision, insurance, accommodation. Motor vehicles, motor vehicles, establishment in a business or a profession of the person concerned and all matters and purposes which the Trustees, in their discretion, consider to be in the interest or for the advantage of such person;
- 1.33 the words "capital", "capital gain", "capital profit", "capital losses", "losses", "operating loss", "assessed loss", "net loss", "profits" and "income" shall be given their widest meaning and shall include assets of any kind and "distribute" and/or "pay " and its derivatives shall mean and include the pay ,deliver, use benefit, make-over , give, posses or transfers and their respective derivatives;
- 1.34 the word "descendant" shall be given its widest meanings and shall include descendants (born or to be born) and adopted children; (the intent and purpose

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being that for all purposes under this Trust an adopted child shall be deemed to be lawful issue of the person or persons who adopted him/her).

- 1.35 "banking institution" means an institution registered otherwise than provisionally as a bank in terms of the Banks Act, 1965 (Act 23 of 1965);
- 1.36 "building society" means a mutual building society registered finally as a mutual building society in terms of the Mutual Building Societies Act, 1965 (Act 24 of 1965), or a building society registered finally as a building society in terms of the Building Society Act, 1986 (Act 82 of 1986);
- 1.37 "court" means the provisional or local division of the Supreme Court of South Africa having jurisdiction;
- 1.38 "financial institution" means a financial institution as defined in the Financial Institutions (Investment of Funds) Act, 1984 (Act 39 of 1984);
- 1.39 "Master", in relation to any matter, means the Master, Deputy Master or Assistant Master of the Supreme Court appointed under section 2 of the Administration of Estate Act, 1965 (Act 66 of 1965), who under section 3 of this Act has jurisdiction in respect of the matter concerned;
- 1.40 "This Act" means the TRUST PROPERTY CONTROL ACT 57 OF 1988.

2 SETTLEMENT

The Founder irrevocably settles on the Trustees as the initial subject matter the sum of R500, 00, or assets to the value of R500, 00 to be held by them for the welfare and benefit of the beneficiaries upon the terms set out in this deed, which settlement the Trustees accept. The initial subject matter shall be capable of being added to and increased from time to time.

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3 THE TRUST

The trust shall be known as the **PEANUT PROPERTY TRUST**.

4. OBJECTIVES OF THE TRUST

4.1 The principal objectives of the Trust are:

4.1.1 to preserve, maintain and enhance the Trust property; and

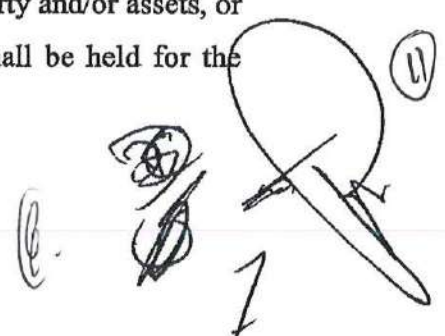
4.1.2 at the sole, absolute and unfettered discretion of the Trustees to distribute or pay any income, capital profits or capital of the Trust, subject to the provisions hereof, for the welfare of any beneficiary.

4.2 The Trustees are hereby empowered to exercise the powers afforded to them in terms of this deed to utilize and apply the Trust property to any other objective whatsoever.

5 TRUST ASSETS TO VEST IN TRUSTEES

5.1 Upon the Founder having sold, ceded, transferred or selling, ceding or transferring any assets, investments or other property to the Trustees, he/she shall be excluded from any right, title and interest therein and the control thereof and all right, title and interest therein, including every right of negotiation, shall vest in the Trustees in their fiduciary capacities, subject to the under mentioned terms, provisions, conditions and Trust instructions.

5.2 Howsoever or wherever, the capital, income, profits, trust property and/or assets, or capital profits of the Trust may be held or registered, they shall be held for the

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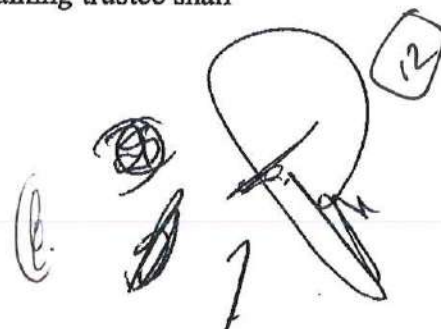
Trust and at no time shall the Trustees be deemed to acquire for themselves or on their personal account any contingent and/or vested right or interest in the capital, capital profits, income and/or assets of the Trust save insofar as the Trustee may be beneficiary of the Trust.

5.3 The Trustees undertake:

- 5.3.1 to indicate clearly in their bookkeeping that the Trust property or any capital profits, capital gains, profits or income of the Trust is held by them in their capacities as Trustees;
- 5.3.2 if applicable, to register Trust property or keep the Trust property registered in such a manner to make it clear from the registration that it is a Trust asset;
- 5.3.3 to make any account or investment at a financial institution identifiable as a Trust account or Trust investment;
- 5.3.4 in respect of any other Trust asset to make such asset clearly identifiable as a Trust asset; and
- 5.3.5 to open a separate Trust account at a banking institution or building society and to deposit all money, which they may receive in their capacity, as Trustees therein.

6 THE TRUSTEES

- 6.1 There shall at all times be not less than two Trustees of the Trust. The first Trustees accept their appointment as such.
- 6.2 If at any time there be fewer than two trustees in Office the remaining trustee shall during such time act only to fill the vacancy in such office.

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- 6.3 Subject to 6.2 above and 6.4 below, such person as shall be nominated by the Trustees remaining in office shall fill any vacancy in the office of Trustee from time to time.
- 6.4 As far as they are capable of doing so, the Trustees shall ensure that upon **DAVID ERNEST VAN SCHALKWYK** ceasing to be a Trustee of the Trust, **ANTON LEONARD VAN SCHALKWYK**, shall be appointed a Trustee of the Trust.
- 6.5 In the absence of the appointment of a Trustee in terms of the powers granted under 6.3 and 6.4, the beneficiaries, assisted by their guardians if necessary, shall be empowered to appoint a Trustee to take the place of a deceased or retired Trustee.
- 6.6 On the written acceptance of his/her appointment as a Trustee, a succeeding Trustee shall be vested with all the powers and subject to all the duties of a Trustee, as if he had been one of the first Trustees of this Trust.
- 6.7 The Trustees in office from time to time shall at all times have the right to nominate and appoint such additional Trustee or Trustees as they may decide, provided that their decision to do so shall be unanimous.
- 6.8 The Trustees for the time being in office may appoint from amongst themselves an administrative Trustee who shall be entitled to charge fees for services rendered to the trust as administrative Trustee, alternatively that any such other experts or suitably qualified people may be appointed as Trustees or managers or consultants or employees to assist in the running and administration and operation of the Trust.
- 6.9 A Trustee need not be a South African citizen or be resident or domiciled in South Africa or be incorporated as a legal person in South Africa.

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6.10 No Trustee shall have the power, on his own, to appropriate or dispose of any property of the Trust, as he sees fit, for his own benefit or for the benefit of his estate, nor shall he have or be competent to obtain such power directly or indirectly by the exercise, whether with or without notice, of any power exercisable by him or with his consent, nor shall he be party to any decision which directly affects the distribution of capital to him or his estate, which decision may be taken by unanimous consent by the other Trustees. In the event of the board of Trustees consisting of only two Trustees, then the Trustees shall make a distribution of capital to such Trustee who is a beneficiary unanimously.

7 ALTERNATE TRUSTEES

7.1 A Trustee shall be entitled to appoint another person (approved by the other Trustees in writing) to act as his alternate during his temporary absence or temporary unavailability to act as Trustee. An alternate Trustee, while so acting, shall have all the duties, functions and powers of the Trustee he represents.

7.2 In the event of all serving Trustees behind so absent or incapable of performing their duties, they are entitled by mutual power of attorney to nominate another person or persons to temporarily act in their place and stead as Trustees of the Trust.

8 TRUSTEE VACATING OFFICE

8.1 The office of any Trustee shall be vacated if such Trustee:

8.1.1 resigns (which he shall be entitled to do) after giving written notice to the Master of the High Court and the Trustees for the time being of the Trust;

8.1.2 dies;

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- 8.1.3 becomes of unsound mind or incapable of managing his affairs as defined in the Mental Health Act, Act 18 of 1973 as amended, or for any other reason becomes incapable of acting as a Trustee or unfit so to act;
- 8.1.4 is sequestrated or liquidated, whichever is applicable;
- 8.1.5 he is declared a prodigal or placed under curator ship by any competent court;
- 8.1.6 is not authorized to act as such by the Master of the High Court;
- 8.1.7 is removed form office by order of court or the Master of the High Court; or
- 8.1.8 becomes disqualified in terms of the Companies Act in force from time to time, to act as a Director of a company.

9 POWERS OF TRUSTEES

9.1 The Trustees shall have the power to deal with the Trust property, capital and/or income and or capital profits or gains of the Trust for the benefit and purposes of the Trust, in their discretion, for which purposes they are granted the widest powers and authority, including and without prejudice to the generality of the foregoing, the following specific powers and authorities:

- 9.1.1 to open and operate any banking account or facility and/or building society account or facility, apply for any credit or debit cards and to draw and issue cheques and to receive cheques, deposits, promissory notes and/or bills of exchange, and attend to any of the latter by electronic, telephonic or internet means;

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- 9.1.2 to acquire, dispose of, invest in, let or hire, exchange, and/or barter movable, immovable or incorporeal property and to sign and execute all requisite documents and to do all things necessary for the purposes of effecting and registering, if needs be, the transfer according to law of any such property. In exercising any powers of sale, whether conferred in this sub-clause or otherwise, they shall be entitled to cause such sales to be effected by public auction or by private treaty and in such manner and on such terms and conditions as they in their sole and absolute discretion may deem fit and in exercising any powers of lease they shall be entitled to cause any property to be let at such rental, for such period and on such terms and conditions as they, in their sole and absolute discretion, may deem fit;
- 9.1.3 To invest in shares, stocks, debentures, debenture stock, unit trusts, warrants options, bonds, gilts, securities, promissory notes, bills of exchange and other negotiable instruments. In the event of a company or a unit trust scheme prohibiting, in terms of its articles or regulations, the transfer of shares or units into the name of the Trust as such, the shares or units shall be registered in their personal names or in the names of their representatives and shall be held as nominees on behalf of the Trust;
- 9.1.4 to retain and allow the Trust property or any part or parts thereof to remain in the present state of investment thereof for so long as they think fit;
- 9.1.5 to lend money on such terms and at such interest, and to such persons (including beneficiaries and any Trustee of the Trust, or any director or shareholder of any company in which the Trust, any Trustee or beneficiary is interested, directly or indirectly or to companies in which the Trustees in their representative capacities or any beneficiary, holds shares, directly or indirectly) as the Trustees may determine, and with or without security as the Trustees may determine;

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- 9.1.6 to dispose of and otherwise vary any Trust investment;
- 9.1.7 in their sole and absolute discretion, to borrow money for the purposes of discharging any liability of the trust and/or for the purpose of paying income tax and/or for the purpose of making payment of capital and/or income, and or capital profits or gains to any beneficiary and/or for the purpose of making a loan to any beneficiary and/or for the purpose of making an investment and/or for the purposes of preserving any asset or investment of the trust and/or for the purposes of conducting any type of business or in order to provide any type of services on behalf of the trust and/or any other purpose deemed necessary or desirable by the trustees, at such time or times, at such rate of interest or other consideration for any such loan and upon such terms and conditions as they may deem desirable. Such borrowings may be made from any suitable person or persons and, should they consider it advisable to do so, the trustees may secure the payment of any such loan by pledging or mortgaging the Trust property or any part thereof or by any other security device. Any such loan or loans may be extended, renewed or repaid from time to time as the Trustees may deem to be in the best interest of the Trust;
- 9.1.8 to obtain and utilize in the name of the trust, membership in and any credit facilities from any agricultural or other society and for this purpose to encumber the Trust property or any part thereof by way of pledge, hypothec or mortgage as security;
- 9.1.9 the Trustees shall be entitled to make donations for charitable, ecclesiastical, educational or other like purposes either from the income, capital profits or gains or the capital of the Trust;
- 9.1.10 to mortgage, pledge, hypothecate or otherwise encumber any property, asset, income or capital, or capital profits or gains forming part of the Trust property and to execute any act or deed relating to alienation, partition, exchange,

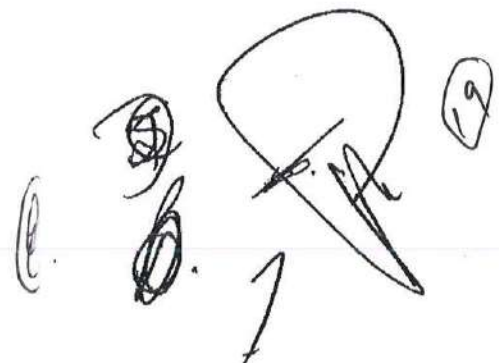
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transfer, mortgage, hypothecation or otherwise, in any deeds registry, mining titles office or other public office dealing with servitudes, usufructs, limited interests or otherwise; and to make any applications, grant consents, and agree to any amendments, variations, cancellations, cessions, releases, reductions, substitutions or otherwise generally relating to any deed, bond, or document for any purpose and generally to do or cause to be done any act whatsoever in any such office;

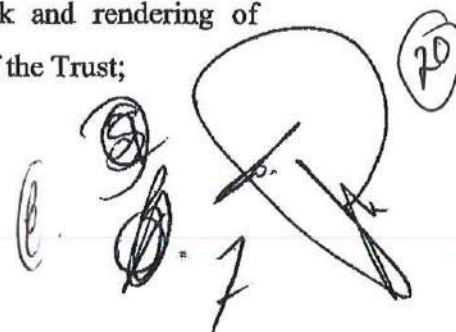
- 9.1.11 to appear before the Registrar of Deeds, Registrar of Claims, conveyancer or other proper officer and to execute any Mortgage Bond or Deed of Hypothecation as security for loans of money or as security for any other indebtedness or obligation contracted on the Trust's behalf
- 9.1.12 to appear before any Notary Public and to execute any Notarial Deed;
- 9.1.13 collect rent, cancel leases, and to evict a lessee from property belonging to the Trust;
- 9.1.14 to improve, alter, repair and maintain any moveable and immovable property of the Trust and further to improve and develop immovable property by erecting buildings thereon or otherwise, to expend the capital or income or capital profits of the Trust upon the preservation maintenance and upkeep of such property or buildings, to demolish such buildings or effect such improvements thereto as they may consider fit;
- 9.1.15 to sue for, recover and receive all debt or sums of money, goods, effects and things, which are due, owing, payable or belong to the Trust, or to enter into any legal action, whether by way of summons action, application or any other form, in any forum, for any claim or benefit or rights of the trust;

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- 9.1.16 to allow time for the payment of debts due to them and grant credit in respect of the whole or any part of the purchase price arising on the sale of any assets constituting a portion of the Trust property, in either case with or without security and with or without interest, as they may think fit;
- 9.1.17 to institute or defend, oppose, compromise or submit to arbitration all accounts, debts, claims, demands, disputes, legal proceedings and matters which may subsist or arise between the Trust and any person;
- 9.1.18 to attend meetings of creditors of any person indebted to the Trust whether in sequestration, liquidation, judicial management or otherwise, and to vote for the election of a Trustee and/or liquidator and/or judicial manager and to vote on all questions submitted to any such meetings of creditors and generally to exercise all rights of or afforded to a creditor;
- 9.1.19 to exercise the voting power attached to any share, stock, stock debenture, interest, unit or any company in which the share, stock, stock debenture, security, interest or unit is held, in such manner as they may deem fit, and to take such steps or enter into such agreements with other persons as they may deem fit, for the purposes of amalgamation, merger of or compromise in any company in which the shares, stock, debenture, interest, or unit are held;
- 9.1.20 to subscribe to the memorandum and articles of association of and apply for shares in any company and to apply for the registration of any company;
- 9.1.21 to determine whether any surplus on the realization of any asset or the receipt of any dividends, distribution or bonus or capitalization shares by the Trust be regarded as income or capital of the Trust;



- 9.1.22 to appoint or cause to be appointed or to remove any one or more of themselves or their nominees as directors or officers of any company whose share form portion of the trust property, with the right to receive and retain remuneration for their services as directors and other officers;
- 9.1.23 to consent to any re-organization, arrangement or reconstruction of any company, the securities of which form, from time to time, the whole or any part of the Trust property and to consent to any reduction of capital or other dealings with such securities as they may consider advantageous or desirable;
- 9.1.24 to exercise and take up and realize any rights of conversion or subscription attaching, or pertaining to any share, stock, interest, debenture or unit forming part of the Trust property:
- 9.1.25 to guarantee the obligations of any person, to enter into indemnities and to bind the Trust as surety for, and/or co-principal debtor *in solidum* with any person and or company in respect of any debt or obligation of that person and/or company, whether for consideration or gratuitously on such terms as they consider fit, including the renunciation of the benefits of excussion and division. The Trustees shall be entitled in respect of any obligations or liabilities so assumed by them to pledge, mortgage, cede in security or otherwise encumber all or any of the Trust property in such manner and subject to such terms and conditions as they shall deem fit as collateral for such obligations;
- 9.1.26 to give receipt, releases or other effectual discharges for any sum of money or thing recovered or received;
- 9.1.27 to engage the services of professional practitioners, agents, independent contractors and tradesmen for the performance of work and rendering of services necessary or incidental to the affairs or property of the Trust;

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- 9.1.28 to enter into any partnership, joint venture, conduct of business or other association with any other person, firm, company or trust for the doing or performance of any transactions or series of transactions within the powers of the Trustees in terms hereof, and/or to acquire and/or hold any assets in co-ownership or partnership with any person;
- 9.1.29 to determine whether any sums disbursed are on account of capital or income or capital profits or gains or partly on account of one and partly on account of the others and in what proportions, and the decision of the Trustees, whether made in writing or implied from their acts, shall be conclusive and binding upon all the beneficiaries;
- 9.1.30 to effect an assurance policy on the life of the Founder, a Trustee and/or a beneficiary, to effect a short term insurance policy, or to take cession of such policy and to pay the premiums for such policy out of the income, capital profits or gains or capital of the Trust. To continue any such policy and/or to surrender, redeem, dispose of, encumber and borrow against any such policy, with the right generally to deal with any such policy as they in their discretion deem fit. 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 property;
- 9.1.31 to contract on behalf of the Trust and to ratify, adopt or reject contracts made on behalf or for the benefit of the Trust, either before or after its creation;
- 9.1.32 to employ and pay out of the Trust any other person or other persons to do any act, or acts, although the Trustees or any of them could have done any such act or acts;

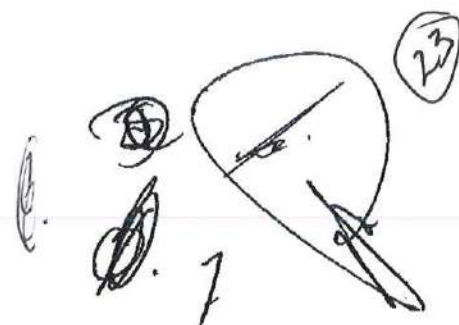
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- 9.1.33 to conduct or carry on any business or to provide any type of services on behalf of and for the benefit of the Trust, and to employ the Trust property and income or any capital profit or gain, in the conduct of any such business;
- 9.1.34 to hold the whole or any part of the Trust property in the name of the Trust, or in their names, or in the names of any other persons nominated by them for that purpose;
- 9.1.35 in the event of the Trustees obtaining the necessary authority, to incorporate any company, or establish a Trust in any place in the world at the expense of the Trust with limited or unlimited liability for the purpose of *inter alia*, on the sale acquiring the whole or any part of the assets of the Trust. The consideration of the assets of the Trust, or any part thereof, to any company incorporated pursuant to this sub-clause, may consist of wholly or partly paid debentures or debenture stock or other securities of the company, and may be credited as fully paid and may be allotted to or otherwise vested in the Trustees and be capital monies in the hands of the Trustees;
- 9.1.36 in the event of the Trustees obtaining the necessary authority, to hold the Trust property of any part thereof in or to transfer the administration and management of the Trust property or any part thereof to any country in the world;
- 9.1.37 in the Trustees sole discretion, to allow any beneficiary, or their parents and/or their guardians and/or the Founder and/or his/her spouse, free of charge, to occupy or use any immovable or movable property forming part of the Trust;
- 9.1.38 to pay out of the income, capital profits or, at their discretion, out of the capital of the Trust property all rates, taxes, duties and other impositions lawfully levied or imposed on the Trust property of income or capital profits or gains of the trust or any part thereof or on any beneficiary hereunder on account of his

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interest in the Trust hereby created or which may be imposed on the trustees in respect of matters arising out of the Trust;

- 9.1.39 to pay out of the income, capital profits or out of the trust property all and/or any expenses (including legal fees) incurred in the administration of the Trust or any expenditure incurred pertaining to any activity undertaken by the Trust, or on behalf of any trustee or beneficiary;
- 9.1.40 to accept and acquire for the purpose of the Trust any gifts, bequests, grants, donations or inheritance from any person or estate, or payments from any person, firm, company, or association that may be given, bequeathed or paid to them as an addition or with the intention to add to the funds hereby donated to them. Any additions so accepted and acquired shall be deemed to form part of the Trust property to be administered and dealt with subject to the terms of this deed;
- 9.1.41 to be entitled to treat as income, or capital profits or gains any periodic receipts although received from wasting assets, and shall not be required to make provision for the amortization of the same. They shall also be entitled to determine in such manner as they may consider fit what shall be treated as income and what shall be treated as capital profits or gains in respect of any liquidation, dividend or return of capital in the case of companies whose shares are being held as portion of the Trust property by the Trustees; and generally to decide any question which may arise as to how much constitutes capital profits or gains and how much constitutes income by apportioning in such manner as they may consider fit;
- 9.1.42 to do all or any of the above things and to exercise all or any of the above rights and powers in the Republic of South Africa or in any other part of the world.

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10 ADMINISTRATION OF TRUST

Subject to their giving effect to the terms of this deed, the Trustees shall, in administering the Trust, adopt such procedures and take such administrative steps as they shall from time to time deem necessary or desirable.

11 MEETINGS OF TRUSTEES

11.1 The Trustees may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit. Any Trustee shall be entitled on reasonable written notice to the other Trustees to summons a meeting of the Trustees. All Trustees for the time being in the Republic of South Africa shall be given reasonable notice of any meeting of the Trustees.

11.2 The meetings may be held either by the quorum of Trustees being physically present as stipulated in clause 11.4 below, or by the quorum of Trustees interacting by way of any means of electronic communication or such other advanced means of communication as decided by the Trustees which shall include but not be limited to radio, telephone, closed circuit television or other electronic means of audio or audio/visual communication. The meeting shall be held on the day on which and at the time at which the meeting in the manner prescribed in term of this clause was held. In the event that a meeting is held where the physical presence of the Trustees are required, the venue of such Trustees shall decide upon the venue of such meeting of Trustees, the Trustees present, in person or by alternate, shall elect a chairperson. Each Trustee shall have one vote.

11.3 If there is no quorum, the Trustees may adjourn the meeting for 24 hours or such longer period as the Trustees shall determine, and at the continuation of the said adjourned meeting those Trustees who are present shall form a quorum provided that the absent Trustees have received reasonable notice of the adjournment and continuation of the meeting.

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- 11.4 The Trustees themselves shall determine policy and procedures to be followed at meetings.
- 11.5 The Trustees shall keep minutes of all meetings of Trustees concerning the affairs of the Trust.
- 11.6 The Trustees shall meet at least once a year and shall decide upon the use and/or allocations of capital gains, capital profits, capital losses, operating losses, assessed losses, net losses and profits earned or losses incurred or accrued by the Trust, and in accordance with clause 20.1, and within their sole, absolute and unfettered discretion to determine, whether they are to distribute and pay any benefits to any beneficiary or to hold any capital gains, capital profits, capital losses, operating losses, assessed losses, net losses, profits of the Trust.
- 11.7 Any Trustee shall be entitled in writing to appoint any other person (including one of the other Trustees) to act and vote on his behalf at all or any specified meetings of the Trustees.
- 11.8 A written resolution signed by all Trustees for the time being, or their respective alternates, shall be as effective as a resolution taken at a meeting of Trustees.

12 EXECUTION OF DOCUMENTS

All negotiable instruments, contracts, deeds and other documents, which require to be signed on behalf of the Trust, shall be signed in such manner as the Trustees shall from time to time determine; provided that all such negotiable instruments, contracts, deeds and other documents shall be signed by **DAVID ERNEST VAN SCHALKWYK** or his alternate, should he be a Trustee at the Time.

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13 DISAGREEMENT BETWEEN TRUSTEES

- 13.1 Unless otherwise provided for in this deed, in the event of any disagreements arising between the Trustees at any time, the view of the majority shall prevail and be of the same force and effect as if it were a unanimous decision of all the Trustees. Should there be an equality of votes, the chairperson shall not have a second or casting vote;
- 13.2 In the event there are only two Trustees nominated to the board of the Trust, all decisions to be taken by them, to be effective, must be by unanimous consent. Any issue, event, resolution or motion which is not unanimously agreed upon shall constitute a dispute, disagreement or deadlock and shall be resolved as set out below;
- 13.3 Any dispute, disagreement or deadlock which may arise between the Trustees shall be submitted to a referee who shall be an advocate or an senior attorney of no less than ten years standing and who, failing agreement between the Trustees on the appointment within 10 days after the deadlock will have arisen, shall be nominated by the chairperson or acting chairperson of the Bar Council alternatively the president or acting president of the Law Society (whichever applicable) where the majority of the Trustees may be resident. Any Trustee shall be entitled to appear personally or by a single agent, duly appointed, but without any legal or professional assistance before the referee, and the proceedings shall be conducted as informally as possible. The referee in his discretion shall determine the procedure to be followed and is empowered to make an award in regard to his costs and any other costs incurred in the proceedings, including an order that some or all of the costs be paid out of the Trust property or income. The provisions of the Arbitration Act, 1965, or any statute which replaces it, shall not apply. The decision of the referee shall be final and binding on the Trustees and no Trustee or beneficiary shall make such decision the subject of any legal proceedings.

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14 TRUST ACCOUNTS

The Trustees shall cause to be kept complete and accurate records of all receipts, expenditure, assets and liabilities of the Trust. Promptly after the last day of FEBRUARY (or as at such other date as the Trustees shall from time to time determine) in each year, the Trustees shall cause to be prepared (in accordance with generally accepted accounting principles) financial statements for such period consisting of a balance sheet, a statement of income, capital profits and/or gains and expenditure and a statement of the Trust property and liabilities at the close of such period. The Trustees shall have the right (but shall not be obliged) from time to time to appoint a practicing Chartered Accountant (SA) to act as the auditor of the Trust, who shall report on the financial statements in the customary manner.

15 REMUNERATION

The Trustees may from time to time determine a reasonable remuneration, which shall be paid to them for the administration of the Trust.

16 PROFESSIONAL FEES AND BROKERAGE

Any Trustee engaged in any profession shall be entitled to charge for services rendered to the Trust at a rate to which he or his firm would have been entitled in the ordinary course of his profession or business.

17 REIMBURSEMENT OF EXPENSES

All bona fide costs and expenses incurred by the Trustees in the administration of the Trust or the exercise of the powers conferred upon them shall be paid by the

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Trustees out of the Trust income, capital profits and/or Trust property as decided by the Trustees.

18 DELEGATION OF POWERS

The Trustees shall at all times be empowered to employ an attorney, accountant, independent contractor, or agent (including a committee) to transact all or any business required or permitted to be done in pursuance of this Trust and to effect payment out of the Trust property, capital profits or the income of the Trust of all charges and expenses so incurred.

19 LIMITATION OF TRUSTEES' LIABILITY

19.1 Subject to the provisions of The Trust Property Control Act:

19.1.1 each Trustee is absolved from all responsibility in the event of the *bona fide* exercise of his powers resulting in any loss of Trust property or capital, capital profit or income from time to time under administration;

19.1.2 no Trustees shall be answerable for any act, omission, negligence, fraud or improper investment of any Trustee or of any attorney, accountant, independent contractor or agent employed by the Trustees, except for his/her own personal and wilful fraud or dishonesty;

19.1.3 if the Trustees should *bona fide* make any payment to any person assumed by them to be thereto entitled hereunder, and it is subsequently found that some other person or persons is or are entitled thereto under this Deed, the Trustees shall nevertheless not be responsible for the monies so paid;

19.1.4 a Trustee shall not be liable for any act of dishonesty committed by another Trustee unless he was privy thereto and a Trustee shall not be bound to take

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any proceedings against a co-Trustee for any breach or alleged breach of Trust committed by such co-Trustee; and

19.1.5 the Trustee shall be indemnified out of and by the Trust against all claims and demands that may be made upon them arising out of the *bona fide* exercise of any of the powers conferred under this deed, subject, however, to the provisions of section 9 of the Trust Property Control Act 57 of 1988.

20 DISTRIBUTIONS

20.1 Pending the distribution of the Trust property as hereinafter provided, none of the income, losses, operating loss, assessed loss, net loss, capital profits and or capital gains or capital losses of the Trust shall be deemed to be attributable to the share or the prospective or contingent share of any beneficiary, save that the Trustees, may in their absolute, sole and unfettered discretion distribute, pay or make over any income, losses, operating loss, assessed loss, net loss, capital profits and or capital gains, or capital losses to any beneficiary without maintaining equality between the beneficiaries, and further to utilize such income, losses, operating loss, assessed loss, net loss, capital profits and or capital gains, or capital losses to pay or apply from time to time in such proportions as the Trustees may, in their sole and absolute discretion, consider desirable for the benefit and welfare of all or any one or more of the beneficiaries, without any obligation to maintain equality between the beneficiaries. The Trustees shall be entitled to accumulate the whole or any part of such income, losses, operating loss, assessed loss, net loss, capital profits and or capital gains, or capital losses for any period they shall think fit and either retain the same un-invested (without responsibility for any loss) or invest the same in any of the securities or investments hereinbefore authorized.

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- 20.2 The Trustees shall use, pay, distribute or apply the whole or portions of the Trust capital or Trust Property, in such proportions and at such time or times as they in their sole, absolute and unfettered discretion determine, for the benefit of or to all or any one or more of the beneficiaries, without the necessity to maintain equality between the beneficiaries; provided that, without the unanimous consent of all the Trustees for the time being, capital distributions shall not be made to a beneficiary who is also a Trustee.
- 20.3 Further and subject to clauses 20.1 and 20.2 above, the Trustees shall in their sole, absolute and unfettered discretion determine whether any distribution which represents the payment or distribution of any capital profit or gain arising out of the disposal of Trust property, asset or capital of the Trust, constitutes the vesting of an interest in the capital profit or gain in respect of that disposal for purposes of paragraph 80(2) of the Eighth Schedule of the Income Tax Act 58 of 1962 irrespective of whether the amount actually distributed is lower or higher than the amount of the capital gain determined in respect of that disposal in terms of the Eighth Schedule of the Act.
- 20.4 In the event of all the Trust property, income and/or capital of the Trust having already been used, paid or applied, the Trustees shall terminate the Trust upon the written agreement of the then Trustees and beneficiaries of the Trust, and effect final distributions in terms of 20.1, 20.2 and 20.3 above. Should perchance, any of the remaining beneficiaries die prior to the date of vesting of the Trust property, their share shall be paid to his/her issue by representation per *stirpes* in equal shares (if however, such issue has not attained the age of 25 years the beneficiary's share shall be held over until such issue attains the said 25 years. If any beneficiary shall die before attaining a vested interest hereunder without leaving issue then the share of the Trust property, which would have gone to such beneficiary, shall devolve upon the remaining beneficiaries in equal shares or their issue by representation per *stirpes*. Should, perchance, all the beneficiaries be deceased and there be income or capital of the Trust or any Trust property on hand,

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the Trustees shall, in order to terminate the Trust, pay or deliver such income or capital to or on behalf of the heir or heirs (testate and/or intestate, as determined by the Trustee, having regard to the respective financial circumstances of such heirs) of one, some or all of the beneficiaries, in such proportions as the Trustees in their discretion determine.

21 PAYMENT OF BENEFITS

- 21.1 Any benefits payable or distribution to a beneficiary, whether before or after such benefit or distribution vests in a beneficiary, may be wholly or partly paid to such beneficiary personally, applied for the benefit of such beneficiary or invested on behalf of such beneficiary in any one or more investments, or held under the control of the Trustees as the Trustees consider appropriate. Any such payment, distribution or investment may be affected wholly or partly in cash or by the delivery of assets.
- 21.2 In making a distribution or payment at any time to any beneficiary of any portion of the Trust property, income or capital profit or gain in term of this deed, the Trustees shall be entitled to make such distribution or payment either in cash or *in specie* or partly in cash and partly *in specie*. The Trustees may in their sole and absolute discretion grant the use of any Trust property to any beneficiary with or without consideration therefore. The Trustees' valuation of any asset distributed by them *in specie* in term hereof shall be final and binding on all interested parties. For the purpose of this clause the word "specie" shall be deemed to include any capital asset at that time held as portion of the Trust property, which is in a form other than cash money.
- 21.3 If any beneficiary shall be a minor, the Trustees shall not be obliged to pay any income or capital profits or gains of the Trust, or any Trust property, to which such beneficiary may be entitled, into the Guardian's Fund, but the Trustees may either retain such amounts and deal with them as part of the Trust property during the

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minority of such beneficiary, or they shall be entitled to pay over such amounts either to such minor beneficiary or to his parents or guardian as they in their sole and absolute discretion think fit, and the receipt of such parent and guardian shall constitute a complete discharge to the Trustees of all their obligations to the minor beneficiary in regard to the amounts so paid over.

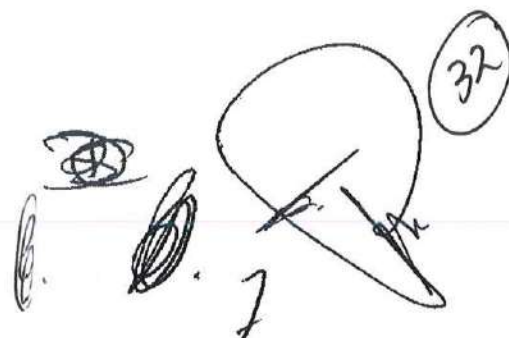
21.4 Notwithstanding anything to the contrary contained in this Deed, unborn children shall not be recognized as having any rights under this Deed or to the Trust property or any part of the Trust property and the Trustees shall not be required to take any account of unborn children in their administration of the Trust or any decision affecting the Trust including any decision to terminate the Trust.

22 BENEFITS OF TRUST EXCLUSIVE TO BENEFICIARY

Any benefit to which any beneficiary shall become entitled (and any assets acquired by virtue thereof and the income and fruits of such benefit and assets) shall be and remain the sole property of the beneficiary concerned and shall not fall into any community of property nor be subject to any marital power or right of administration of the spouse of such beneficiary or any other person, nor be taken into account for any accrual, or any claim by a life partner or common law husband or wife.

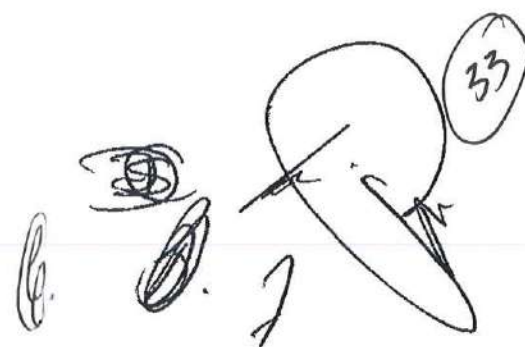
23 ENCUMBRANCE OR DISPOSAL OF BENEFITS

23.1 No beneficiary shall be entitled to any benefits, rights, awards or any hope of and claim or entitlement to any income or capital profits or gains of the Trust or Trust property, until any such benefit, right, award or hope 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.

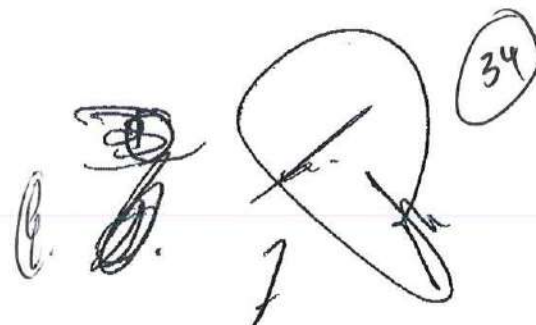
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23.2 Any benefit, right, award, *spes*, claim or entitlement a beneficiary may have in terms of this trust shall not be capable of being pledged or in any way encumbered, cede, assigned, dealt with, disposed of or alienated whether voluntarily or as a result of attachment in execution, insolvency or death as the case may be, and no such pledge, encumbrance, cession assignment, dealing, disposal or alienation (*whether purported or accomplished*) shall have any legal effect or be recognized by the Trustees. A beneficiary for the purpose of this clause 23 shall include (but without limitation) the executor and/or administrator and/or trustee of the estate of testamentary trust of a deceased beneficiary, the trustee of any *inter vivos* trust established for the benefit of a beneficiary, the trustee of an insolvent estate of any insolvent beneficiary, the judicial manager or liquidator or any beneficiary which is a company and any other person entitled to exercise any rights in respect of the property of any beneficiary who is under any legal disability of any kind.

23.3 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 vesting, payment or award being made to any beneficiary, he shall have committed or suffered any act, default or process of law, whereby such rights or hopes or any part thereof would, but for the provisions of this clause, 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 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 thenceforth cease and those rights and hopes shall thereupon and subject to the provisions below, vest in the Trustees to be dealt with by them, subject to the conditions of paragraphs 23.3.1 and 23.3.2, namely:

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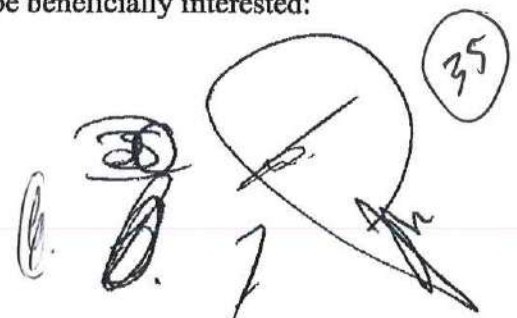
- 23.3.1 No such beneficiary shall be obliged to repay to the Trust any amounts previously paid or advanced to him by the Trust;
- 23.3.2 the Trustees shall be entitled, in their discretion, to continue to hold in this Trust for the lifetime of the beneficiary concerned (or such lesser period as they may decide on) the share or part of the share of the Trust Property and capital to which he would, but for the provisions of this clause 23, have been or become entitled 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 brothers and sisters, his spouse, descendants or dependents for his or their maintenance, such portion of the amount so held by them or of the income accruing there from as they in their discretion shall deem fit, and in the case of a Trust;
- 23.3.2.1 if the Trustees do continue to hold the said share of the Trust Property or capital in Trust as aforesaid then, notwithstanding that the rights and hopes of the beneficiary shall have ceased and determined and notwithstanding anything to the contrary herein contained, such rights and hopes shall, on the beneficiary's death, devolve upon the parties entitled thereto by substitution determined as at the date of the beneficiary's actual death.
- 23.4 No beneficiary shall be entitled to anticipate any benefits conferred by virtue of this Trust or any rights accruing there under, nor shall a beneficiary be entitled to cede, assign or pledge the same.
- 23.5 The Trustees shall be entitled to acknowledge and accept or refuse to recognize 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 payment otherwise than direct to or on behalf of or for the benefit of the person entitled thereto under this Trust deed.



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24 DIVISION INTO SUB-TRUSTS

- 24.1 The Trustees shall have power in their absolute discretion, both generally and specifically in the exercise of their powers under clauses 20, 21 and 23 above, to create a sub-Trust of this Trust or create another Trust for the benefit of any beneficiary or group of beneficiaries, with the same Trustees as this Trust may then have or such other Trustees, and the Trust deed establishing the sub-Trust shall contain substantially the same terms *mutatis mutandis* of this Trust, and to which the Trustees may allocate the whole or such portion of the Trust property, capital profit, gain and/or income as they in their absolute discretion shall think fit.
- 24.2 The Trustees of this Trust will be relieved of any further responsibility of any part of the Trust property, which is transferred to such further Trust created in terms of the provisions of clause 24.1 or clause 24.4.
- 24.3 If a beneficiary repudiates any benefits which have or may accrue to him in terms of this Trust, the Trustees shall have the power, in their sole discretion, to substitute his descendants for him, and the Trustees are further empowered to create a further Trust or Trusts for such substituted beneficiaries in accordance with the applicable provisions of clause 24.1.
- 24.4 Notwithstanding anything in this Trust, if the Trustees in their sole and absolute discretion deem it in the interest of a beneficiary or beneficiaries, then instead of distributing the capital profit and/or any income, accumulated income or Trust property on termination of the Trust to the beneficiary or beneficiaries, such beneficiary's share shall be put in a Trust (whether a pre-existing Trust, or a Trust created in terms of the provisions of clause 24.1) in which the beneficiary is beneficially interested, or into a Corporation/Company in which the beneficiary is beneficially interested. A beneficiary shall be deemed to be beneficially interested:

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24.4.1 in a Trust (which shall mean and include any trust created by any deed of Trust, settlement, Declaration of Trust, Will, Codicil or other Instrument in any part of the world) if any capital, capital profit or gain income comprised in that Trust is or may become liable to be transferred, paid, applied or appointed to him or for his benefit either pursuant to the terms of the trust or in consequence of the exercise of any power or discretion thereby conferred upon any person; or

24.4.2 in a Corporation (which shall mean and include any corporation, company, establishment, partnership, firm or other entity established or incorporated or registered or carrying on business anywhere in the world) if the capital, capital profits or gains or income of the Corporation is or may become transferred, paid, applied or appointed to him or for his benefit either directly or indirectly and whether by reasons of his shareholding or the terms of any Trust which is the shareholder or in consequence of the exercise of any power or discretion conferred upon any person under any trust which is a shareholder or otherwise howsoever.

24.5 It is expressly provided in respect of any income, capital profits or gains or capital paid to a trust or Corporation in terms of this clause that the beneficiary concerned shall have no rights in respect of the income, capital profit or capital gain or capital so paid to the Trust or Corporation other than his interest as beneficiary or shareholder of such Trust or Corporation.

25 TRUSTEE'S INTEREST IN CONTRACTS

25.1 No Trustee shall be disqualified by his office from contracting with the trust or any company or firm in which the Trust is interested nor shall any contract entered into by the Trust or any such company or firm be invalidated or voided by reason of such interest nor shall any Trustee so contracting or being so interested or

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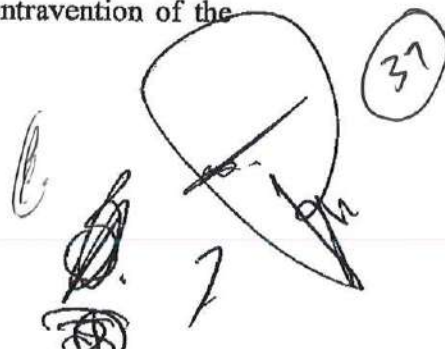
acquiring any benefit under any contract entered into with the Trust or any such company or firm be liable to account to the trust for any profits or benefits realized by or under such contract by reason only of his holding that office; provided that he shall have disclosed to the other Trustees the nature of his interest before the making of the contract if it shall not already have been known to them.

25.2 The exercise of any of the powers, authorities or discretions conferred upon the trustees shall not be affected or prejudiced by reason of the fact that any of them may be interested or concerned, directly or indirectly in any company in any manner whatsoever, nor shall any Trustee be liable because of the fiduciary relationship hereby established or here out arising, to account for any benefit direct or indirect, derived by or accruing to him by reason of any such interest or concern nor shall any act, contract or dealing of the Trustee be, because of any benefit, direct or indirect, derived by or accruing to any such Trustee, void able or void, the intent of this provision being to dispense in respect of the Trustees or any of them with all the consequences arising from the fiduciary relationship in which they or any of them by reason of their appointment hereunder stand in or toward any such company in which they may be interested or concerned, directly, in indirectly, save that in exercising any of the powers, authorities or discretions conferred upon the Trustees in terms of this deed, the Trustees shall disclose to the other Trustees any personal interest they have in such dealings with this Trust if it shall not already have been known to the other Trustees.

26 EXCHANGE CONTROL

26.1 Notwithstanding anything to the contrary in this deed contained:

26.1.1 no distribution shall be made by the Trustees to any person who is not for the time being a resident of the Republic of South Africa where such distribution or any consequent payment or delivery would constitute a contravention of the

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laws of the Republic of South Africa relating to currency or exchange control, and

26.1.2 at all events and until otherwise unanimously resolved by the Trustees in writing, the extent of the participation in benefits under the Trust of persons who are not for the time being residents of the Republic of South Africa for the purposes of such laws shall be limited so that neither the Trust nor any company in which it has any direct or indirect interest may or could be:

26.1.2.1 classified or otherwise treated under such laws as a non-resident of the Republic, or

26.1.2.2 Precluded or restricted in any way under such laws from borrowing money or receiving credit in the Republic.

27 TRUSTEES' DISCRETION

The discretionary powers vested in the Trustees in terms of this Deed shall be complete, exclusive and absolute and any decision made by them pursuant to any such discretionary powers shall be binding and unchallengeable by any beneficiary affected thereby or by any other person.

28 EXEMPTION FROM SECURITY

The Trustees for the time being of the Trust, whether originally or subsequently appointed, shall not be required to furnish security to the Master of the High Court of South Africa or any other official under The Trust Property Control Act 57 of 1988 or any other legislation which may now be or which may hereafter become of force and effect, for the performance of their duties as Trustees, unless the majority of Trustees determine otherwise.

29 AMENDMENTS

- 29.1 While the Founder is alive, the provisions of this Trust deed may be amended or varied with the written agreement of all the Trustees for the time being.
- 29.2 After the death of the Founder or termination, the provisions of this Trust Deed may only be amended or varied with the written agreement of the then Trustees and beneficiaries (duly assisted by their guardians if necessary) of the Trust.
- 29.3 No amendment to this trust shall be of any force and effect to the extent that any benefit shall be conferred by such amendment on the Founder or his/her estate, nor shall any variation give the Founder, or any trustee the power to appropriate or dispose of any Trust property, on his own, as he sees fit, for his own benefit or for the benefit of his estate, whether such power is exercisable by him or with his consent, and whether such power could be obtained directly or indirectly by the exercise, with or without notice, of power exercisable by him or with his consent.

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SIGNED at Centurion on the 3 day of April 2009.

AS WITNESSES:

1. [Signature]

2. Debber

[Signature]

FOUNDER: DAVID ERNEST VAN SCHALKWYK

SIGNED at Centurion on the 3 day of April 2009.

AS WITNESSES:

1. [Signature]

2. Debber

[Signature]

TRUSTEE: DAVID ERNEST VAN SCHALKWYK

[Signature]
TRUSTEE: PIETER DE HAAS

[Signature]
TRUSTEE: FREDERIK NEL
In its capacity as Independent Trustee

[Handwritten marks] 40

DECLARATION BY TRUSTEE – ACCEPTANCE OF TRUSTEESHIP
 VERKLARING DEUR TRUSTEE – AANNEMING VAN TRUSTEESKAP

We, the undersigned, / Ons, die ondergetekendes,

David Ernest van Schalkwyk
Pieter De Haas

ID: 660716 5118 080

ID: 670219 5092 080

and / en

Frederik Nel.

ID: 710723 5131 089

hereby declare as follows: / verklaar hiermee soos volg:

1. We accept the appointment as Trustee of the Peanut Property Trust and hereby acknowledge having received the donation of R100-00 (ONE HUNDRED RAND)

Ons aanvaar die aanstelling as Trustees van die Peanut Property Trust en erken hiermee dat ons die skenking van R100,00 (EENHONDERD RAND) ontvang.

2. Our occupations and addresses are as follows: / Ons beroepe en adresse is soos volg:

Name / Naam	Occupation / Beroep	Address (Physical) / Adres (Fisies)
<u>DE van Schalkwyk</u>	<u>Travel Director</u>	<u>3A Rayden Rd</u>
<u>P De Haas</u>	<u>Travel Manager</u>	<u>3A Rayden Rd</u>
<u>F. Nel</u>	<u>Accountant</u>	<u>122 Willem Botha Dr, Eldoraigme</u>

3. We have knowledge of the duties imposed by law on a Trustee concerned with the administration of a trust and we undertake to fulfil these duties on an ongoing basis.

Ons dra kennis van die pligte wat van regswee op 'n Trustee by die administrasie van 'n Trust rus en ons onderneem om deurgaans die pligte na te kom.

Nobody of us is in a position to justify the suspension or release of any one or all of us in terms of Section 20 of the Trust Property Control Act No. 57 of 1988. We undertake to advise the Master of the High Court of the High Court immediately should such circumstances arise.

Geeneen van ons bevind hom in enige van die omstandighede wat ons ontheffing in terme van Artikel 20 van die Wet op die Beheer oor Trustgoed (Wet 57 van 1988) sou regverdig nie. Ons onderneem om die Meester van die Hooggeregshof onmiddellik in kennis te stel indien sodanige omstandigede sou ontstaan.

4. The beneficiaries of the trust are those instances described as beneficiaries in the trust document. They are not parties to the Trust Agreement and their written opinion(s) whether or not the Trustees should be exempted from furnishing security, is / are not of any concern.

Die begunstigdes van die trust is diegene wat in die trustdokument as begunstigdes omskryf word. Hulle is nie partye tot die Trustooreenkoms nie en hulle geskrewe mening(s) of die Trustees van sekerheidstelling vrygestel moet word, is nie ter sake nie.

5. The main asset(s) of the trust is / are to be situated at :

Die hoofbate van die trust is geleë te :

122 Willem Botha Dr, Eldoraigme.

6. We undertake to: / Ons onderneem om:

- a. immediately open a banking account for the trust and to deposit all monies and or amounts which form part of the Trust Fund in the trust banking account. The banking account is to be opened at Standard Bank.

onmiddellik 'n bankrekening vir die trust te open en alle gelde wat deel van die Trustfonds vorm, in die trustrekening te deponeer. Die bankrekening word geopen by

[Signatures]
 Initial..... [Initials]

- b. cause books of accounts of the trust to be maintained and annually to have financial year statements of the business of the trust to be compiled. The Accountant of the trust is:

F&S Accounting cc

die boeke van die trust by the hant en jaarliks finansiële jaarstale van die sake van die trust te laat opstel. Die Rekenmeester van die trust is:

- c. to acknowledge the Master of the High Court in all matters concerning the trust and provide him with any required information concerning the business of the trust in so far as such information may be requested by the Master;

die Meester van die Hooggeregshof in alle trustakte te ken en hom van enige verlangde inligting in verband met die trust se sake te voorsien vir sover sodanige inligting deur die Meester vereis mag word;

- d. to request the Accountant of the trust to provide the Master of the High Court with such undertakings and information as may be required;

die voormelde Rekenmeester van die trust te versoek om aan die Meester van die Hooggeregshof sodanige ondernemings en inligting te gee as wat nodig is;

- e. on an ongoing basis to comply with the provisions of Act 57 of 1988;

Deurgaans aan die bepalings van Wet 57 van 1988 te voldoen;

7. I / we is / are no unrehabilitated insolvent and has / have not previously committed a deed of insolvency (see Section 8 of Act 24 of 1936).

Ek / ons is nie ongerehabiliteerd Insolvent nie en het nie voorheen 'n daad van insolvensie gepleeg nie (kyk Artikel 8 van Wet 24 van 1936).

8. I / we is / are permanently resident in the Republic of South Africa. I / we undertake to inform the Master of the High Court immediately if my / our estate(s) is / are sequestrated or if I / we commit a deed of insolvency or if I / we leave(s) South Africa to reside elsewhere.

Ek / ons is permanent in die Republiek van Suid-Afrika woonagtig, ek / ons onderneem om die Meester van die Hooggeregshof onmiddellik in kennis te stel indien my / ons boedel(s) gesekwestreer word of ek / ons 'n daad van insolvensie pleeg of indien ek / ons van die Republiek van Suid-Afrika verlaat om elders te gaan woon.

THIS DONE AND SIGNED AT Centurion on this 3 day of April 2009 in the presence of the attesting witnesses.

ALDUS GEDOEN EN GETEKEN TE _____ op hierdie _____ dag van _____ in die teenwoordigheid van die attesterende getuies.

AS WITNESSES: / AS GETUIES

1. _____

2. Debbier

[Signature]
TRUSTEE:

[Signature]
TRUSTEE:

[Signature]
TRUSTEE:

ELIZABETH CATHARINA JOOSTE
COMMISSIONER OF OATHS (RSA)
EX OFFICIO - MTP (SA)
SAIPA MEMBERSHIP NUMBER: #887
122 WILLEM BOTHA DRIVE
ELDORAIGNE, 0157

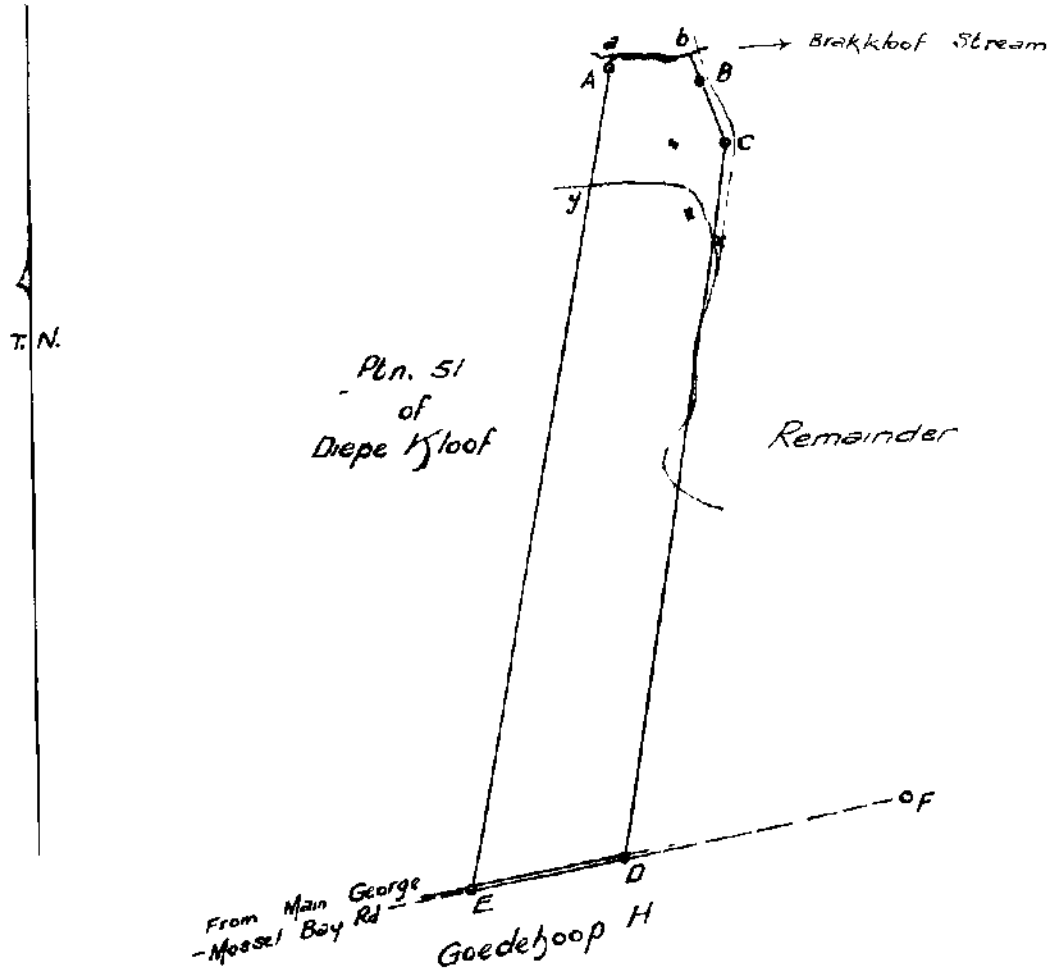
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ANNEXURE 4

S.G. No. 924/53

SIDES Cape Feet	ANGLES OF DIRECTION	SYSTEM L. 25° CO-ORDINATES	
		x	y
	Constants	+ 200000.0	+ 11940000.0
AB 280.8	280.17.50	A + 2661.9	+ 6404.0
BC 197.1	330.53.10	B + 2385.6	+ 6454.2
CD 2299.7	8.58.40	C + 2289.7	+ 6626.4
DE 489.7	79.22.20	D + 2648.6	+ 8897.9
EA 2626.2	190.15.50	E + 3129.9	+ 8988.2
Aa	190.15.50		
Bb	150.53.10		
FD 900.4	79.22.20	F + 1763.6	+ 8731.8

Approved
J.M. Hartwig
 Surveyor-General.
 30.4.1953



Beacons:-

- A, planted stone 8" x 5" projecting 8"
- B, " 12" x 6" " 12"
- C, " 12" x 4" " 12"
- D, " 7" x 7" " 9"
- E, " 12" x 6" " 12"
- F, " 12" x 7" " 9"

Servitude Note:-

x brown line y represents the middle of a servitude road 15 C Ft wide.

Portion 52. ()

(a portion of Portion 53)

Diepe Kloof No 226
 George

Scale: 1 7500

The figure a middle of Brakkloof stream b C D E a represents 12.7326 Morgen of land being:

Portion 52 (a portion of Portion 53) of the farm Diepe Kloof

Situate in the Division of George Province of Cape of Good Hope.

Surveyed in Dec 1952 by me

J. Pasqual

Land Surveyor.

This diagram is annexed to DD/T.

174-23/1957.

Registrar of Deeds

The original diagram is No 925/1953 annexed to CCT 1957 - 17420

S G File No 10283
 S R No E. 224/53

12-700
 GEO 1-45

8-700

ANNEXURE 5

CONVEYANCER CERTIFICATE

I, the undersigned

SALOME VAN WYK

a duly qualified and admitted Conveyancer, practicing at Millers Incorporated, Beacon House, 123 Meade Street, George do hereby:

1. Confirm that I have searched the records of the Deeds Office, Cape Town and certify that:

Portion 52 (A portion of Portion 53) of the farm Diepe Kloof No. 226

In the Municipality and Division of George

Western Cape Province

In extent 10,9057 (Ten comma Nine Zero Five Seven) Hectares

Held by Deed of Transfer T 72937/2014

(Hereinafter referred to as the "Property")

IS REGISTERED in the name of

THE TRUSTEES FOR THE TIME BEING OF

PEANUT PROPERTY TRUST

Registration Number IT1444/09

2. Confirm and Certify that I have perused the following Title Deeds and conducted a search behind the pivot of the said Title Deeds at the Deeds Office, Cape Town:

2.1. Deed of Transfer Number T 72937/2014 (Holding Title Deed);

2.2. Deed of Transfer Number T 1970/1923 (Pivot Deed); and

2.3. Deed of Transfer Number T 1269/1922 (Pivot Deed)

in respect of the Property.

3. I have appraised myself with the details of the following Land Development Application:

3.1. Application in terms of Section 15(2) of the Land Use Planning By-Law for George Municipality, 2023:

3.1.1. **Consent use** in terms of Section 15(2)(o) to allow for a function venue with ancillary uses and one additional dwelling unit;

3.1.2. **Departure** in terms of Section 15(2)(b) from the maximum 500m² floor area for a function venue to allow 1097 m² for the function venue with ancillary buildings;

3.1.3. **Departure** in terms of Section 15(2)(b) from the height requirement of 6.5m for the additional dwelling to 7m;

3.1.4. **Departure** in terms of Section 15(2)(b) from the following building lines:

3.1.4.1. 30 m eastern side common boundary building line to:

- 28.6m, 27m, 24.2m, 22.2m, 19.4m & 26.9m for the main dwelling (nr. 1)

- 17m, 17.1m, 20.1m & 21.6m for the existing managers dwelling (nr.4) and 14.4m & 19.4m for the shade net patio of this dwelling
- 13.4m, 12.3m, 11.7m, 11.8m, 11m, 9.5m & 10m for the additional dwelling (nr.5) and 20m & 21m for the lean-to of this dwelling

3.1.4.2. 30m western side common boundary building line to:

- 21m for the storage room of the function venue
- 6.6m and 6.4m for the dam structures
- 19.7m, 14.9m & 17.7m for the workers' accommodation (cottage nr.3.1)
- 21.5m, 18.6m, 28.9m & 23m for the workers' accommodation (cottage nr.3.2) and 23.3m & 20.2m for the lean-to of this dwelling.

3.1.5. Departure in terms of Section 15(2)(b) for the relaxation of the 60m² size requirement for agricultural worker accommodation to 63m² for two of the three agricultural worker dwellings.

4. The abovementioned Title Deeds contain no conditions restricting the contemplated Land Uses in terms of the abovementioned Land Development Application.

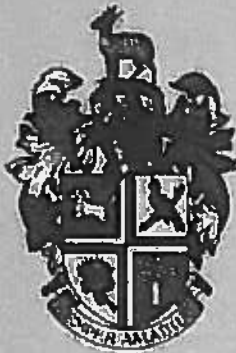
Signed at GEORGE on this 21st day of January 2025.



CONVEYANCER
SALOME VAN WYK

ANNEXURE 6

ANNEXURE 7



G E O R G E

MUNISIPALITEIT
Wes-Kaap

UMASIPALA WASE
Makhona - Kolona

MUNICIPALITY
Western Cape

Postbus / PO Box 19, George 6530 Tel: 044 8019111 Fax: 044 8733775

**MENSLIKE NEDERSETTINGS, GRONDSAKE EN BEPLANNING
HUMAN SETTLEMENTS, LAND AFFAIRS AND PLANNING**

OUR REF: 377/228/52

YOUR REF: Portion 52 of farm 226 Diepekloof, Division George

ENQUIRIES: Primrose Nako

TEL: 044-801 9418

EMAIL: Primrose@george.org.za

DATE: 15 September 2017

**MEYER & VENOTE
PO BOX 748
LITTLE BRAK RIVER
6503**

REGISTERED MAIL

**APPLICATION FOR CONSENT USE & TEMPORARY DEPARTURE: PORTION 52
OF FARM 226 DIEPEKLOOF, DIVISION GEORGE**

Your application in the above refers.

The Deputy Director: Planning (Authorised Official) has, under delegated authority, WW.1.33 of 29 July 2015 decided that the following applications on Portion 52 of farm 226 Diepekloof, Division George;

1. Consent Use in terms of Section 15(2)(o) of the Land Use Planning By-law for George Municipality, 2015 for a tourist facility (lecture hall) on Portion 52 of the Farm 226 Diepekloof, Division George;
2. Temporary Departure in terms of Section 15(2)(c) of the Land Use Planning By-law for George Municipality, 2015 for a period of 5 years to utilise the existing outbuildings for a function venue on Portion 52 of the Farm 226 Diepekloof, Division George;

BE APPROVED in terms of Section 60 of said By-law for the following reasons:

REASONS FOR DECISION:

- a) The property is earmarked for agriculture use in terms of the Gwayang Local Spatial Development Framework, 2015 and thus the application is not in conflict with the said document;
- b) The development proposal will not result in any negative changes to the physical characteristics of the property;
- c) The use of the property as a tourist facility (lecture hall) and function venue will not have any negative impact on the surrounding agricultural land uses in the surrounding area;
- d) The application will strengthen the tourist facilities that is positioned in close proximity of the George Airport area and located in the rural area;

Subject to the following conditions imposed in terms of Sections 66 of the said By-law, namely:

CONDITIONS APPLICABLE TO THE CONSENT USE:

1. That in terms of Section 19(5) of the Land Use Planning By-law for the George Municipality, 2015, the consent use shall lapse if not acted upon within a period of two years from the date of approval;
2. A Site Development Plan in respect of the Consent Use and Temporary Departure of Farm 226 Portion 52, Dieprivier, Division George indicating the following must be submitted to the satisfaction of the Directorate: Human Settlements, Land Affairs and Planning for approval prior to the submission of building plans:
 - a. Position and Land Uses of existing and proposed buildings on site;
 - b. Erf boundaries and building lines;
 - c. Any servitudes, if applicable;
 - d. Position of water-, electricity- and sewer lines;
 - e. Position of access to and from the property;
 - f. Position of existing trees on site;
 - g. Position of parking bays. Parking bays must be 6x2,5m with adequate manoeuvring space with a non permeable surface;
 - h. Elevations and description of architectural design and finishes, including boundary walls and fences, if any;
3. That all other requirements of the George Integrated Zoning Scheme By-law, 2017 be complied with;
4. That the poles used for the lighting of any walkways or roads within the development or any open space area shall not be more than 1m in height;
5. That any internal roads/access paths for the development be no more than four metres (4m) wide;

CONDITIONS APPLICABLE TO THE TEMPORARY DEPARTURE:

6. That in terms of Section 16(b) of the Land Use Planning By-law for the George Municipality, 2015, the temporary departure shall lapse after a period of 5 years from the date of this approval letter;

You have the right to appeal to the Appeal Authority against the decision of the Authorised Employee, in terms of Section 79(2) of the George Municipality's By-law on Municipal Land Use Planning.

- A detailed motivated appeal with reasons should be directed to and received by the Appeal Authority, P O Box 19, George on or before 06 OCTOBER 2017.
- An appeal that is not lodged within the set date or that does not comply with Section 80 of the George Municipality's By-law on Municipal Land Use Planning will be deemed invalid.

Kindly note that no appeal right exists in terms of Section 62 of the Local Government Municipal Systems Act, No 32 of 2000.

Kindly note that in terms of Section 80(14) of the George Municipality's By-law on Municipal Land Use Planning, the above decision is suspended until such time as the period for lodging an appeal has lapsed, any appeal has been finalised and you have been advised accordingly.

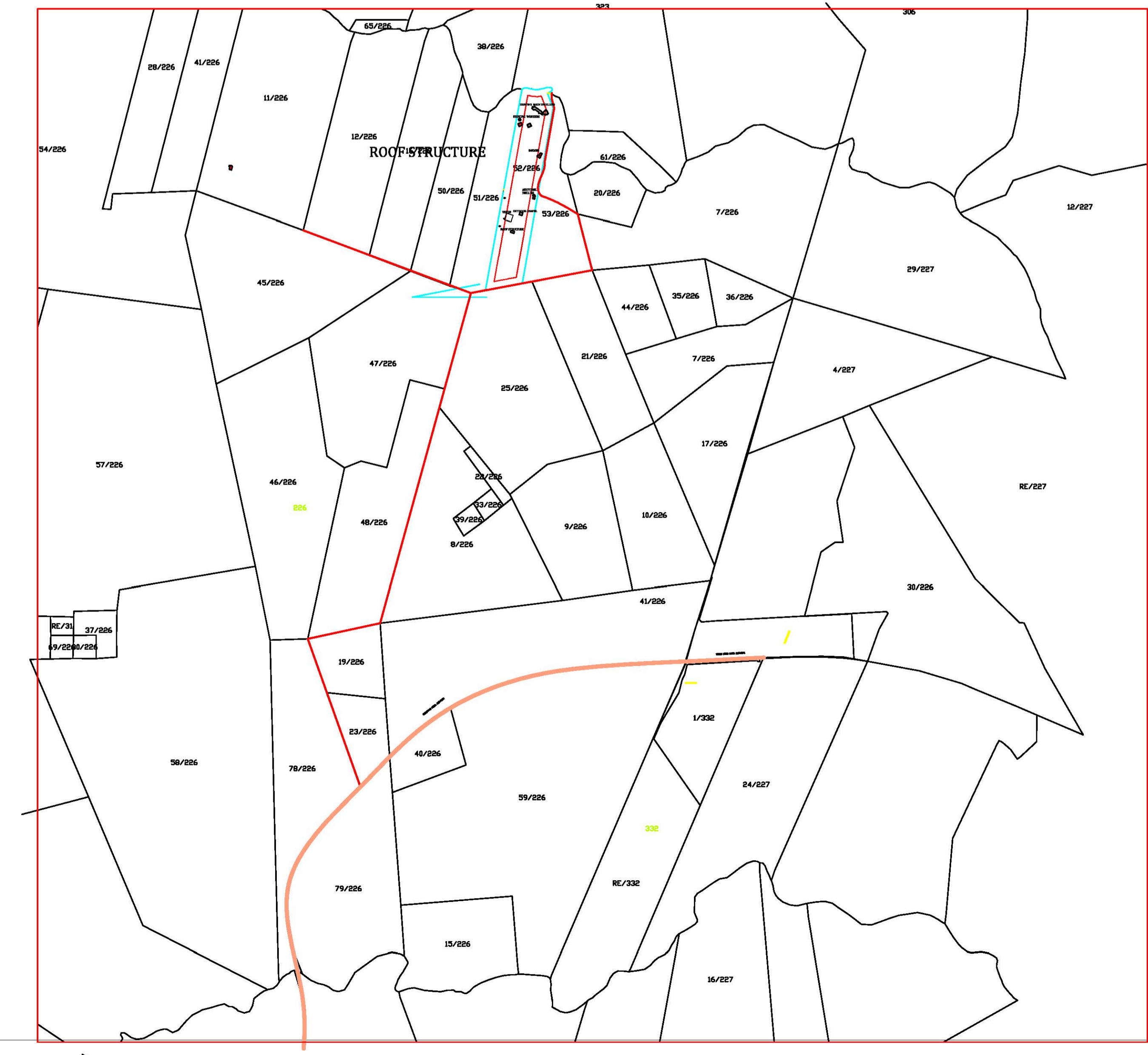
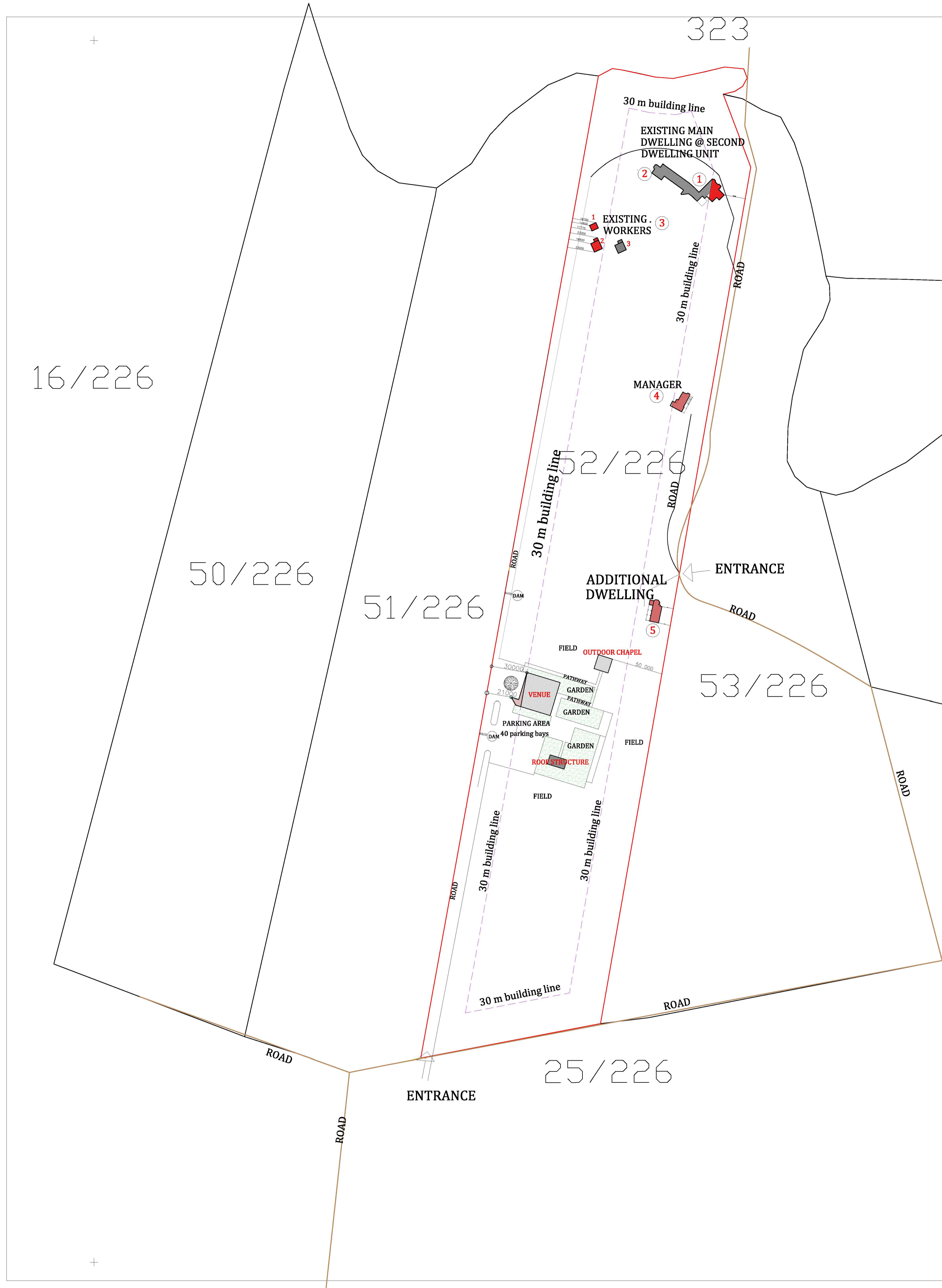
Yours Faithfully


T BOTHA

MUNICIPAL MANAGER

G:\PrimevalApprovals & Refusals 2017\Portion 62_208 Diepeldoof (consent, use & Temporary Departure) Meyer & Vanols.doc

ANNEXURE 8



GENERAL NOTES

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DEVELOPMENT DATA

LEGEND

MAIN VENUE	849.580m ²
OUT DOOR CHAPEL	148.470m ²
ROOF STRUCTURE	116.973m ²
MAIN DWELLING	595.512m ²
ROOM 1	76.157m ²
SECOND DWELLING	39.831m ²
TOTAL	711.500m ²
MANAGER	158.837m ²
ADDITIONAL DWELLING	165.738m ²
WORKERS COTTAGES x3	136.630m ²
GRAND TOTAL	2287.728m²

ERF SIZE 11.420 HECTARE

No	REVISIONS	DATE
	REVISED	27 NOV 2024

COMPANY :
PAXTON ARCHITECTURAL STUDIO
 pr.st 1163
 Henry Paxton
 Sen. Arch. Technologist
 129 Blombosch
 P. O. Box 2419
 Mossel Bay
 6500
 tel : 044-6932490
 cel : 0825739449
 e-mail : hpaxton@telkomsa.net

PROJECT :
 PROPOSED VENUE
 FOR MR D VAN SCHALKWYK
 ON FARM PORTION 52/226
 DIEPKLOOF
 SINKSABRUG

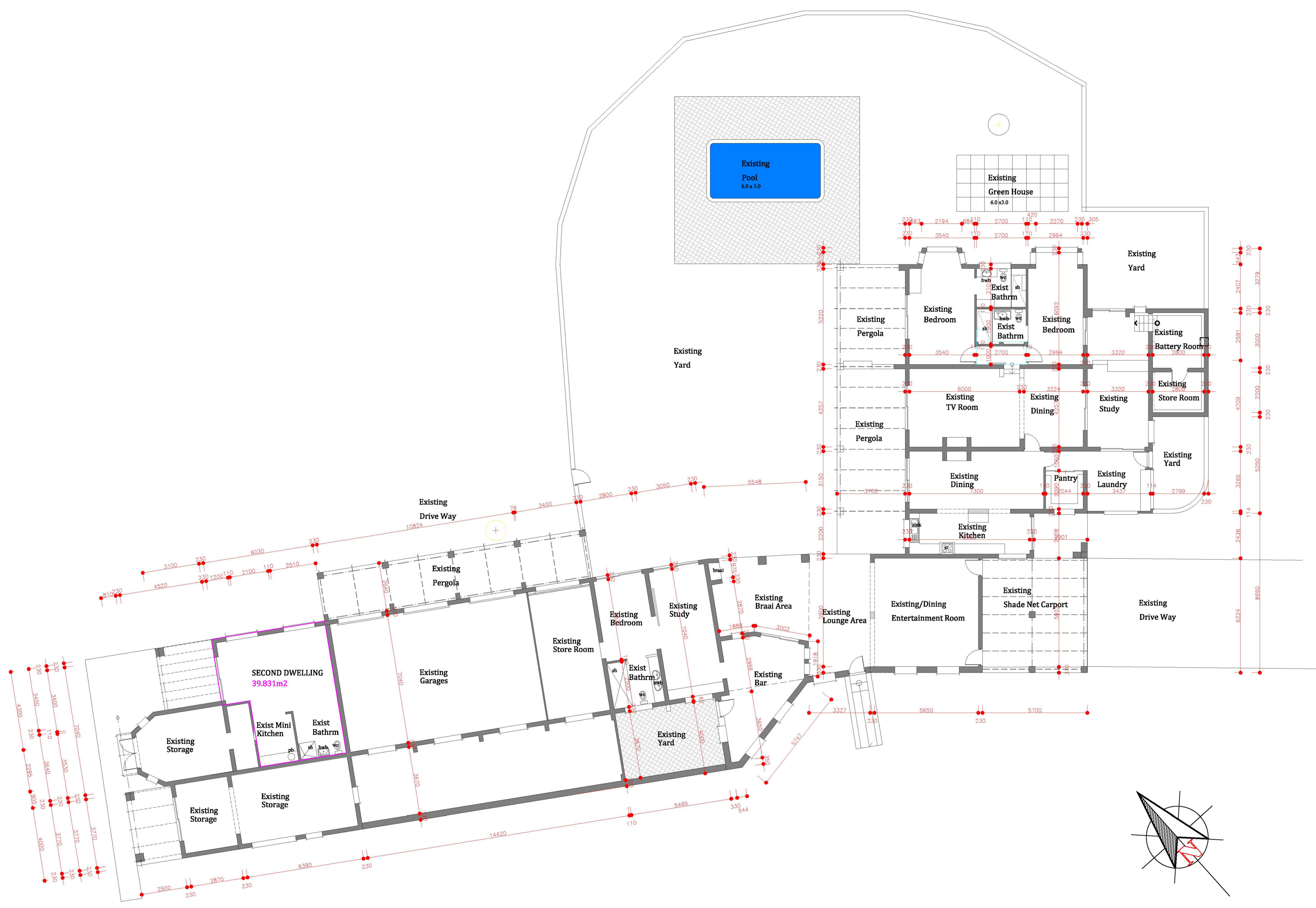
SITE PLAN

Drawn :	henry paxton	Page:	1
Date:	DES 2021	Plan no:	
Scale:	1:100,50, A3		71.21

ANNEXURE 9

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- 2 Read only figured dimensions.
- 3 All construction work is to comply with the latest S.A.S.S. standard codes of practice.
- 4 Contractors must verify all dimensions and levels on site before commencing work. Any discrepancies must be reported to the author before work is put in hand.
- 5 All levels shown are finished levels unless otherwise stated.

Ground Storey	587.551m2
First Storey	123.949m2
Total	711.500m2



No	AMENDMENTS	DATE

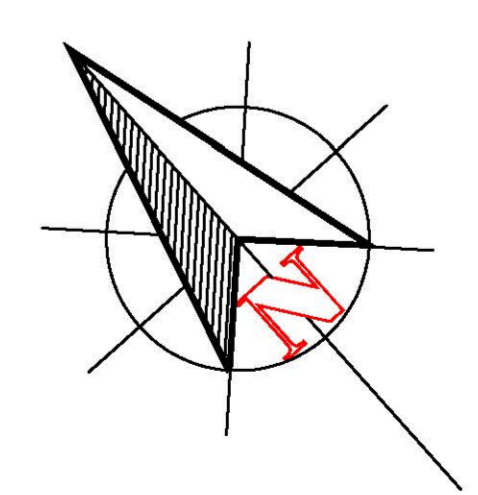
FIRM:
PAXTON ARCHITECTURAL STUDIO
 at 1163
 Henry Paxton
 Sen. Arch. Technologist
 129 Blombosch
 Bietou street
 Mossel Bay
 6511
 cell : 0825739449
 e-mail : hpaxton8@gmail.com

PROJECT:
 FOR INFORMATION PURPOSES ONLY
 EXISTING MAIN DWELLING FOR
 PEANUT PROP. TRUST ON
 TRINITY GATE FARM VENUE
 ON PORTION 52/226
 DIEPKLOOF
 SINKSABRUG

GROUND FLOOR PLAN

Drawn:	Henry Paxton	Page:	1
Date:	JULY 2023	Plan no:	26.23
Scale:	1:100,50,A1		

GROUND FLOOR PLAN
 1:100



GENERAL NOTES +

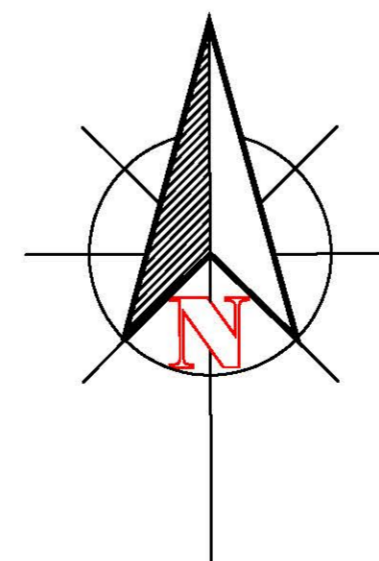
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MAIN HOUSE

128.336

30 m BUILDING LINE

1



BOUNDARY

30008
28651
29942 29406
27069
27532
24287
24872
22278
22868
22644
24273
19429
30000
26970

No	REVISIONS	DATE
	27 NOV 2024	

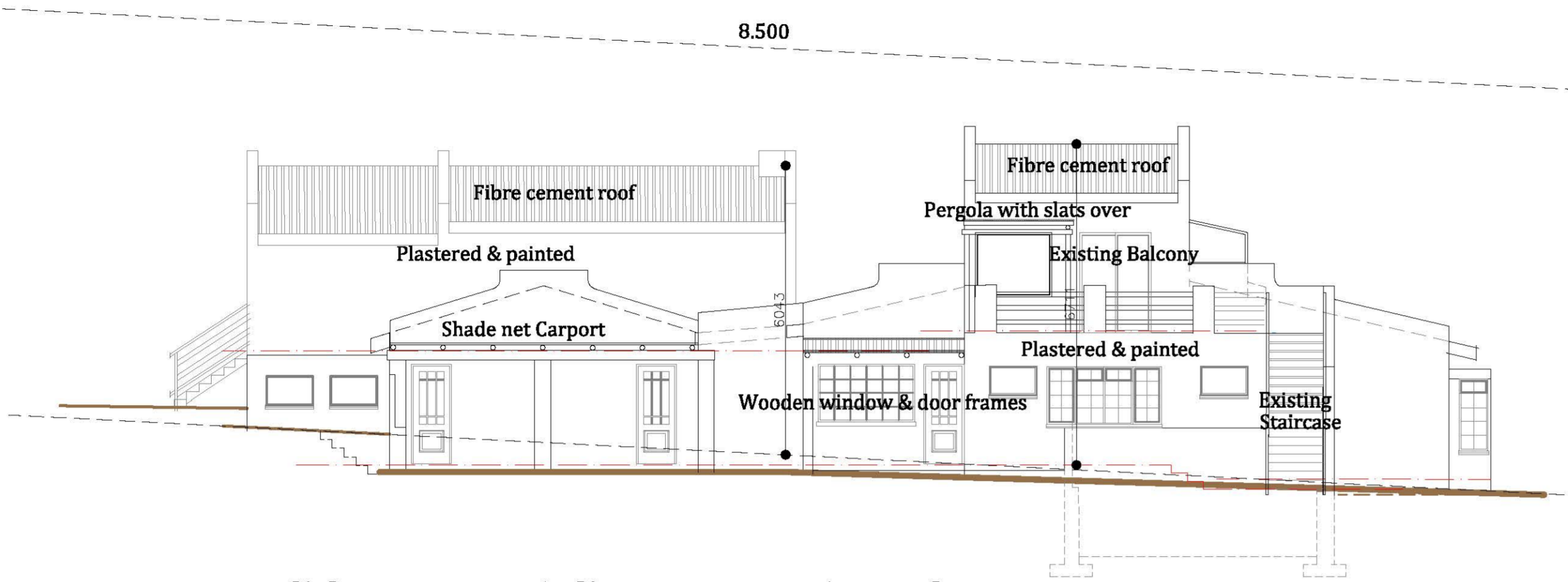
COMPANY :
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ARCHITECTURAL
STUDIO
 pr.st 1163
 Henry Paxton
 Sen. Arch. Technologist
 129 Blombosch
 P. O. Box 2419
 Mossel Bay
 6500
 cell : 0825739449
 e-mail : hpaxton8@gmail.com

PROJECT :
 EXISTING MAIN DWELLING
 FOR PEANUT PROP. TRUST ON
 TRINITY GATE FARM VENUE
 ON PORTION 52/226
 DIEPKLOOF SINKSABRUG

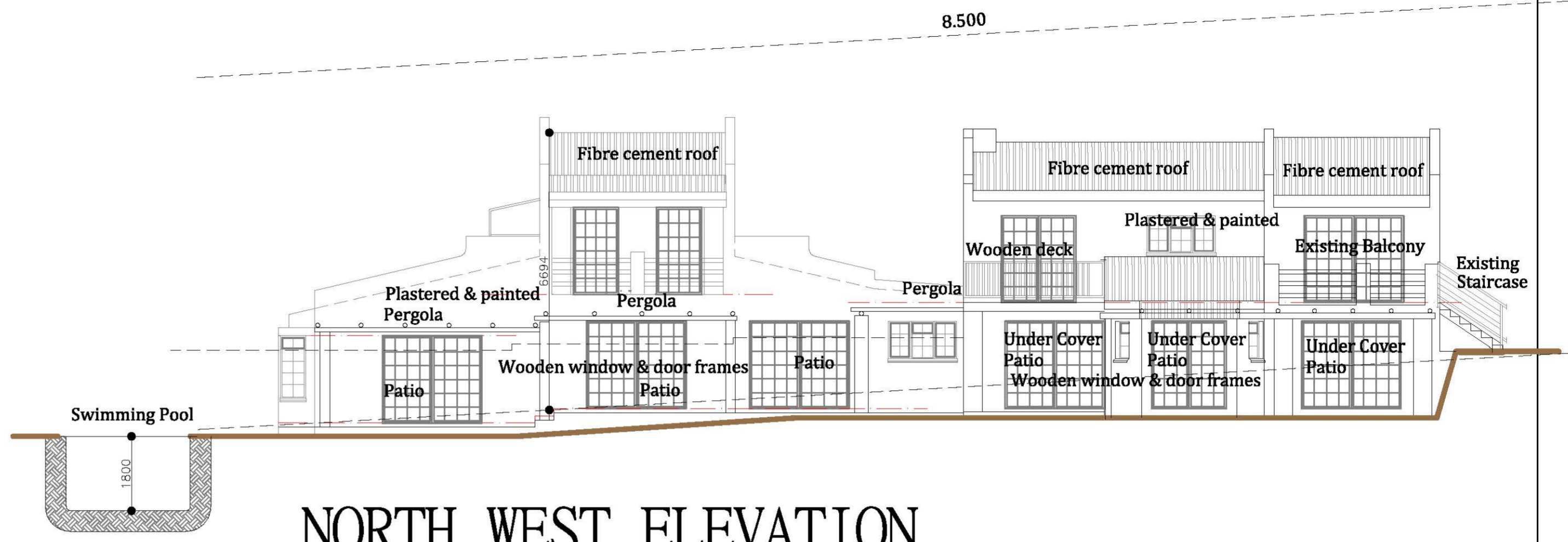
MAIN DWELLING

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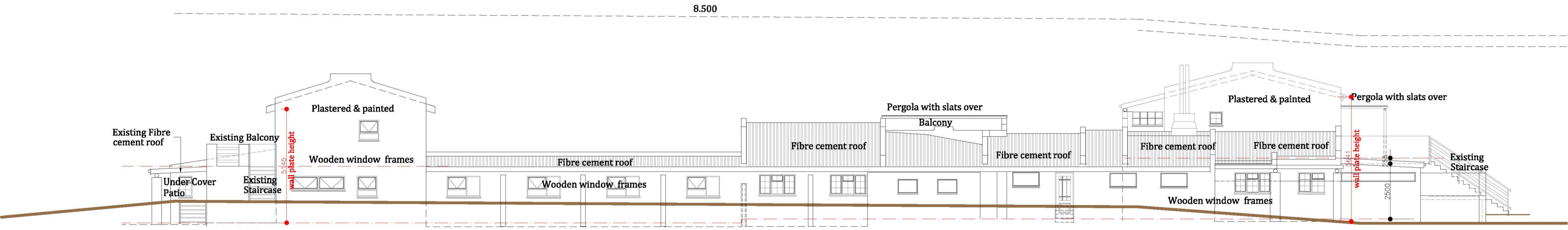
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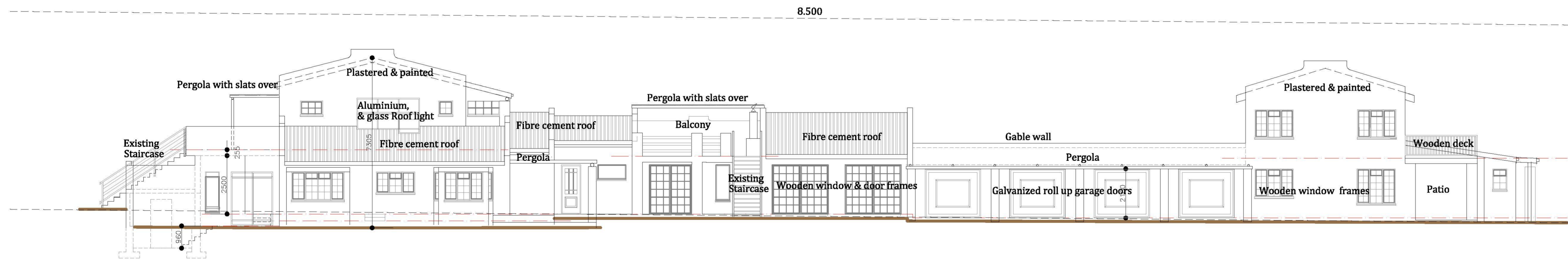
SOUTH EAST ELEVATION
1:100



NORTH WEST ELEVATION
1:100



SOUTH WEST ELEVATION
1:100



NORTH EAST ELEVATION
1:100

Ground Storey	587.551m2
First Storey	123.949m2
Total	711.500m2

REVISED DRAWING

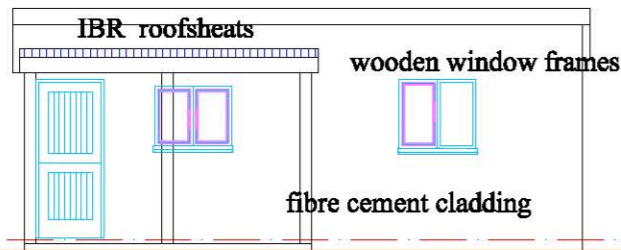
No	AMENDMENTS	DATE

FIRM :
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Sen. Arch. Technologist
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Bietou street
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cell : 0825739449
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EXISTING MAIN DWELLING FOR
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ON PORTION 52/226
DIEPKLOOF
SINKSABRUG

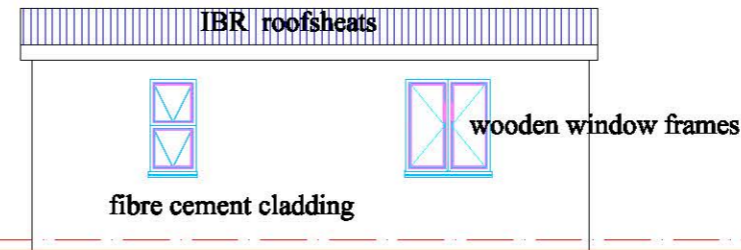
ELEVATIONS

Drawn: Henry Paxton	Page: 3
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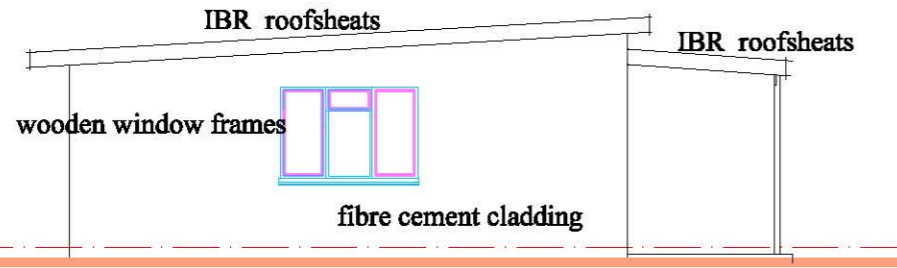
NORTH ELEVATION

1:100



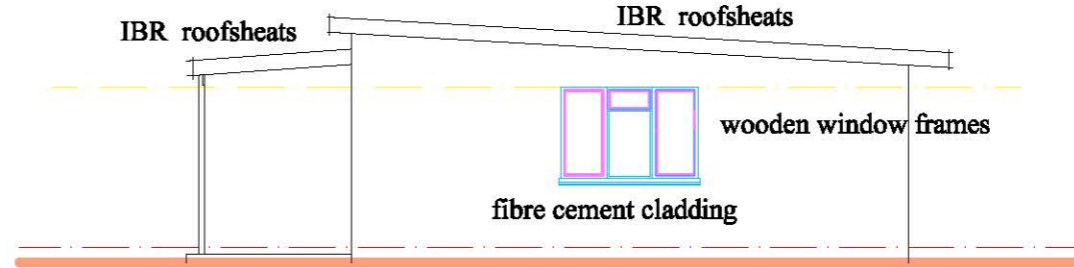
SOUTH ELEVATION

1:100



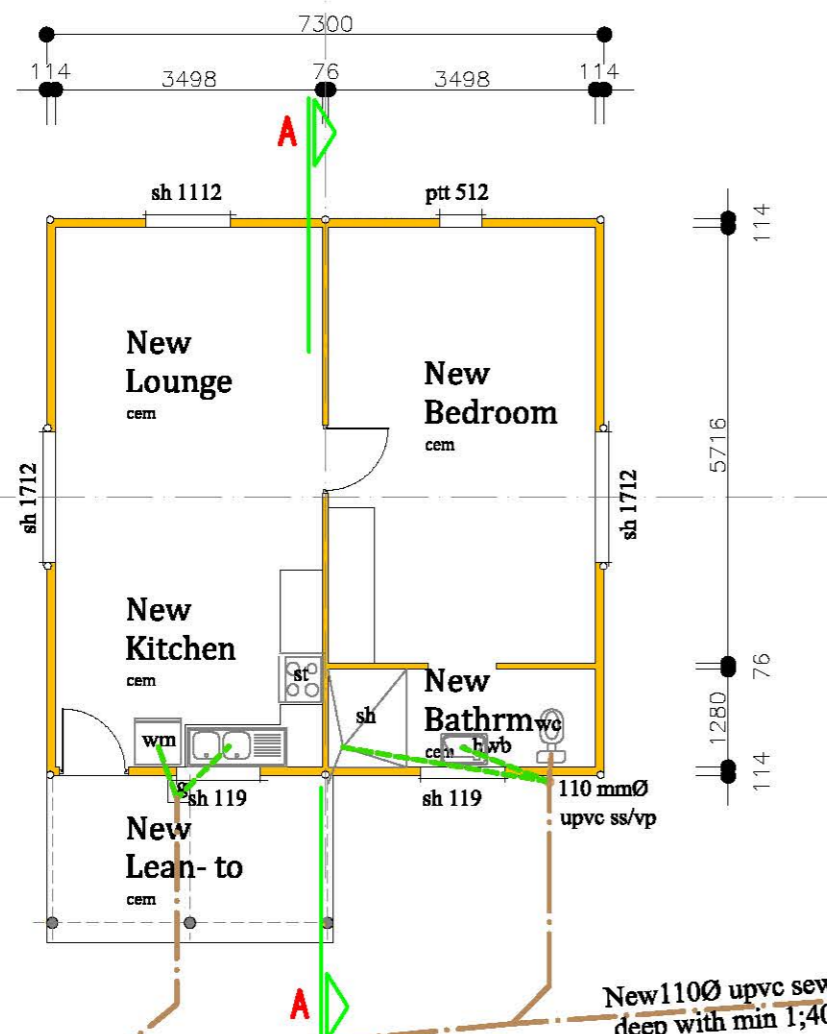
EAST ELEVATION

1:100

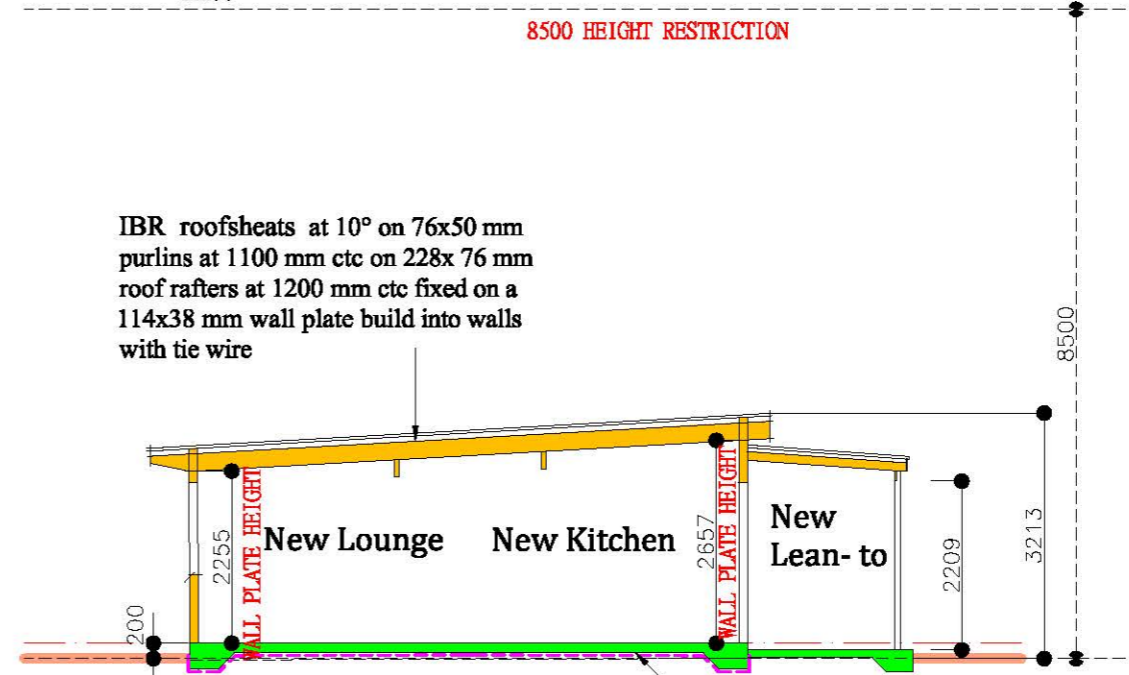


WEST ELEVATION

1:100



GROUND STOREY 1:100 53.290 m²



SECTION A;A

1:100

25 mm floor screed finished as by owner on a 75 mm Concrete slab on 250 micron under floor membrane on sand and well compacted filling. Provide mesh under floors higher than 500 mm in height from ground level

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REVISED WALL PLATE HEIGHT

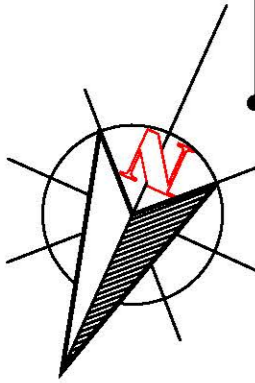
No	REVISIONS	DATE
	27 NOV 2024	

COMPANY :
PAXTON ARCHITECTURAL STUDIO
 pr.st 1163
 Henry Paxton
 Sen. Arch. Technologist
 129 Blombosch
 P. O. Box 2419
 Mossel Bay
 6500
 cell : 0825739449
 e-mail : hpaxton8@gmail.com

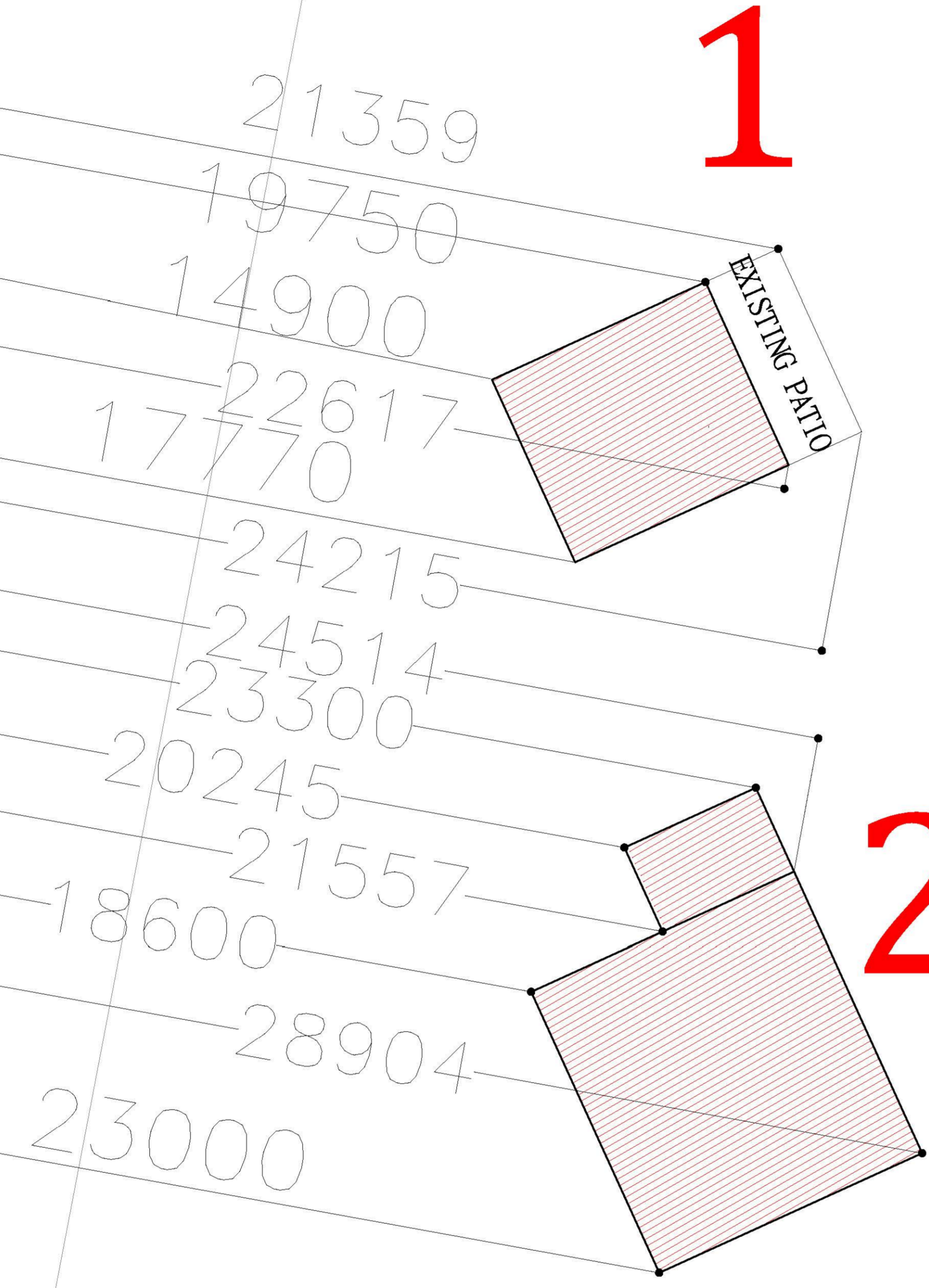
PROJECT :
 EXISTING LABORERS COTTAGE FOR PEANUT PROP. TRUST ON TRINITY GATE FARM VENUE ON PORTION 52/226 DIEPKLOOF SINKSABRUG

LABOURER COTTAGE 3

Drawn :	henry paxton	Page:	2
Date:	SEPT 2023	Plan no:	26.23
Scale:	1:100,50, A3		

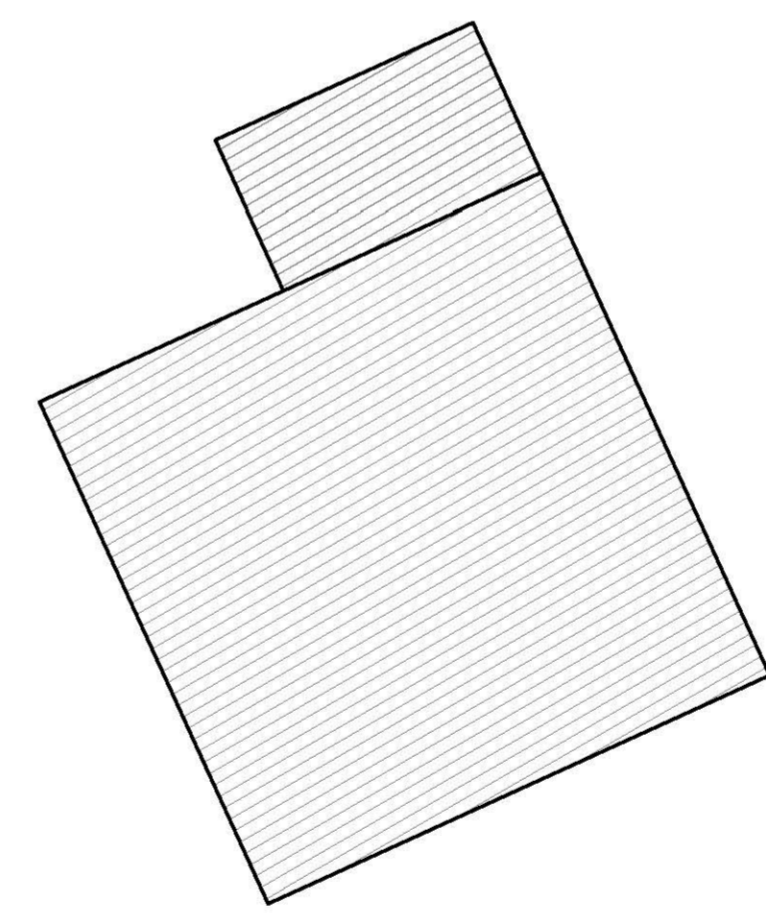


BOUNDARY

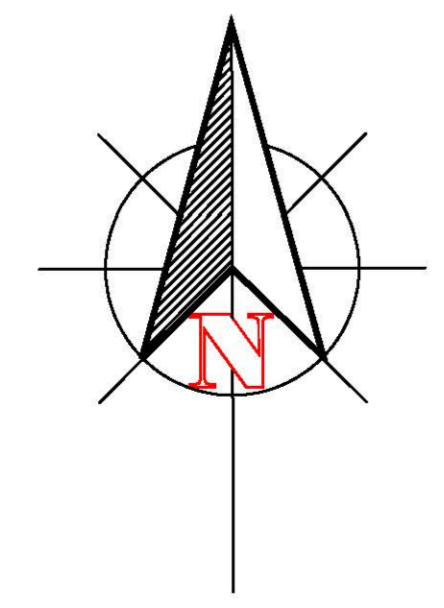


1

30 m BUILDING LINE



3



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REVISED DRAWING

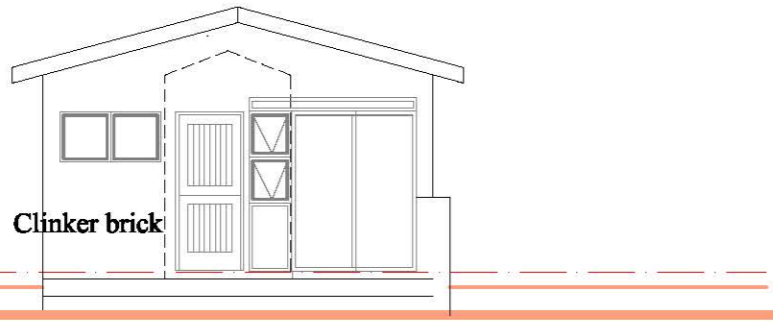
No	REVISIONS	DATE
	27 NOV 2024	

COMPANY :
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pr.st 1163
 Henry Paxton
 Sen. Arch. Technologist
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 e-mail : hpaxton8@gmail.com

PROJECT :
 EXISTING LABORERS COTTAGE FOR PEANUT PROP. TRUST ON TRINITY GATE FARM VENUE ON PORTION 52/226 DIEPKLOOF SINKSABRUG

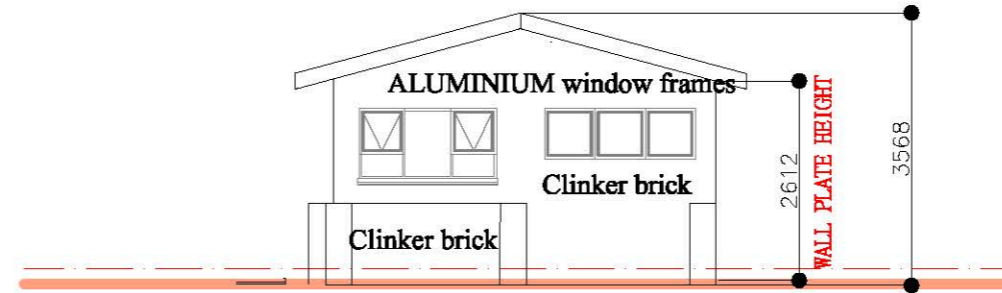
LABOURER COTTAGES LAYOUT

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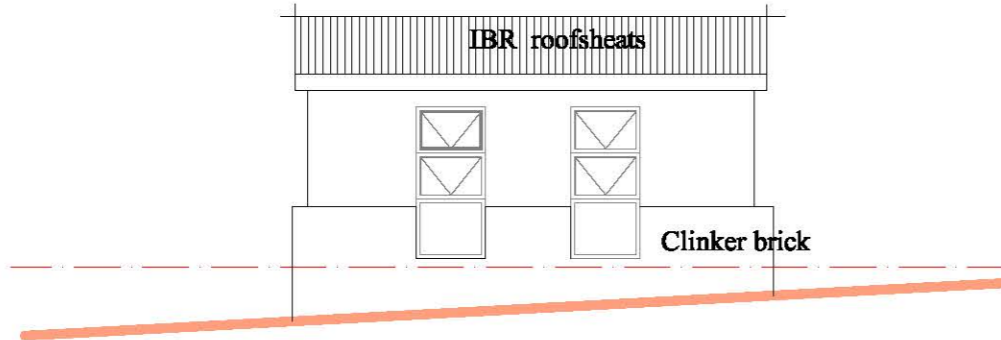
1:100



NORTH ELEVATION

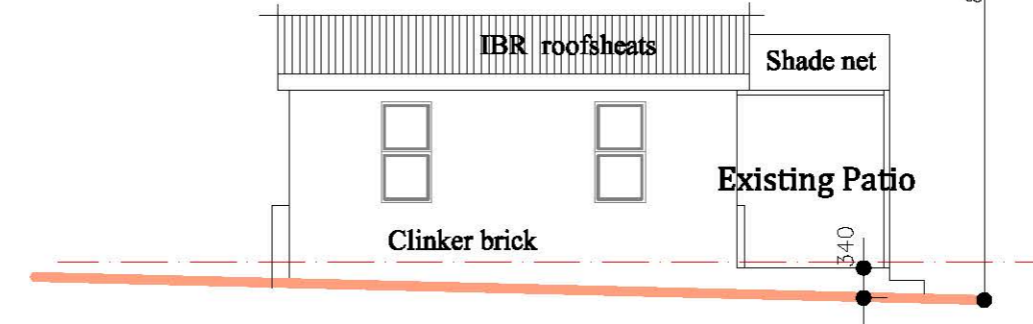
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8500 HEIGHT RESTRICTION



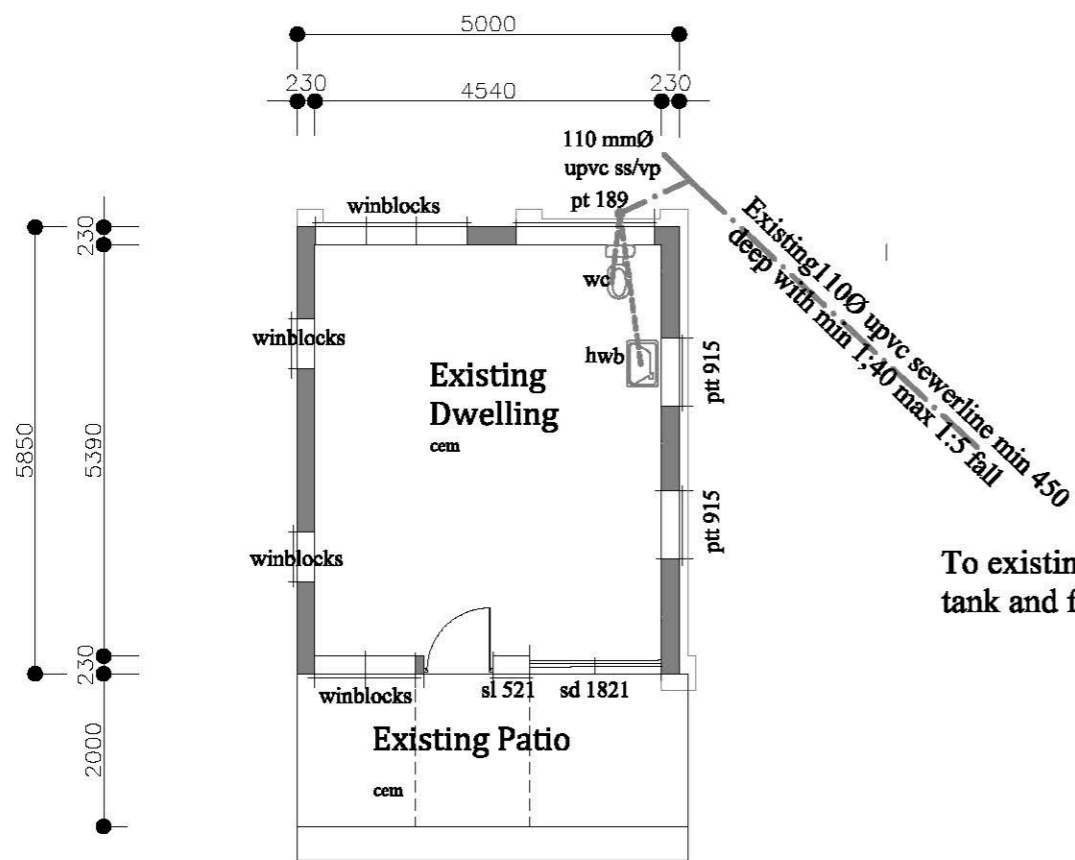
WEST ELEVATION

1:100

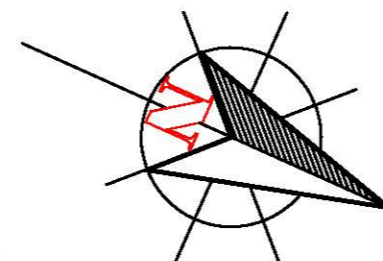


SOUTH ELEVATION

1:100



GROUND STOREY 1:100 27.90 m2



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REVISED WALL PLATE HEIGHT

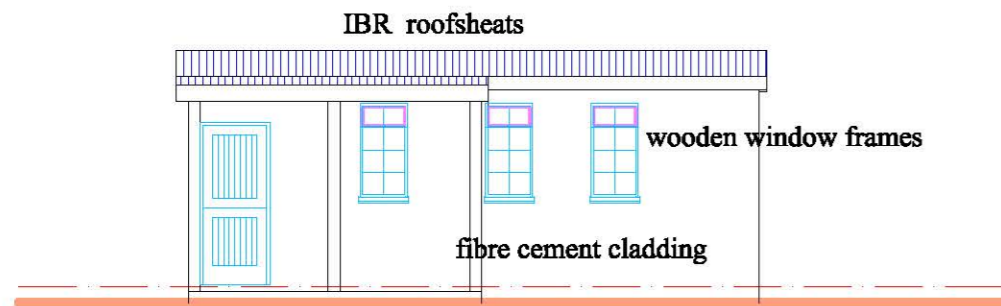
No	REVISIONS	DATE
	27 NOV 2024	

COMPANY :
PAXTON ARCHITECTURAL STUDIO
 pr.st 1163
 Henry Paxton
 Sen. Arch. Technologist
 129 Blombosch
 P. O. Box 2419
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 cell : 0825739449
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PROJECT :
FOR INFORMATION PURP ONLY
 EXISTING LABORERS COTTAGE
 FOR PEANUT PROP. TRUST ON
 TRINITY GATE FARM VENUE
 ON PORTION 52/226
 DIEPKLOOF SINKSABRUG

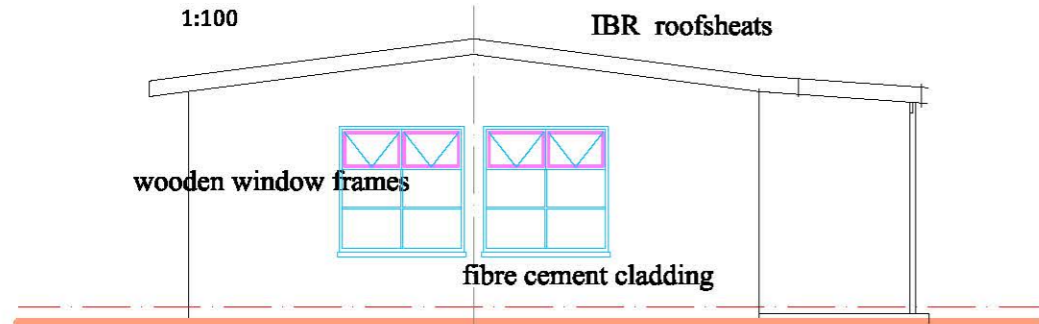
LABOURER COTTAGE 1

Drawn :	henry paxton	Page:	1
Date:	SEPT 2023	Plan no:	26.23
Scale:	1:100,50, A3		



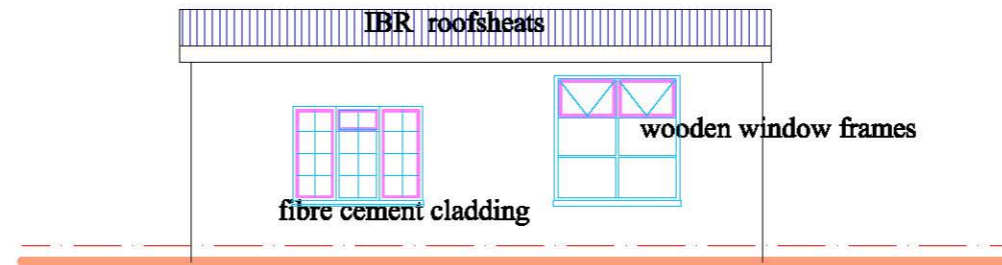
NORTH ELEVATION

1:100



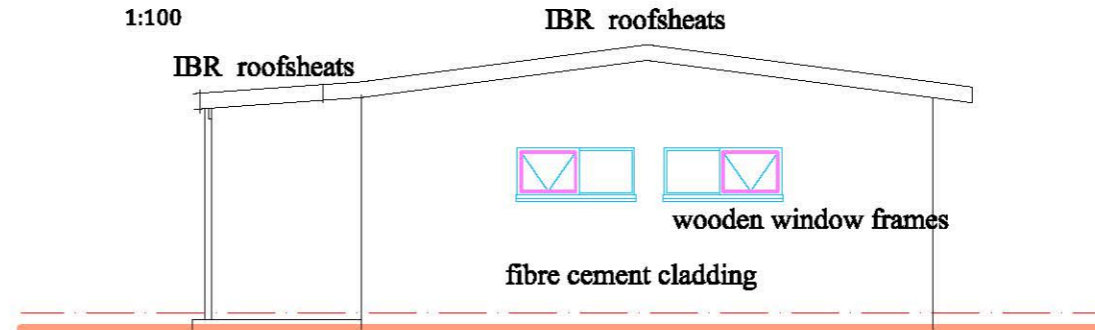
EAST ELEVATION

1:100



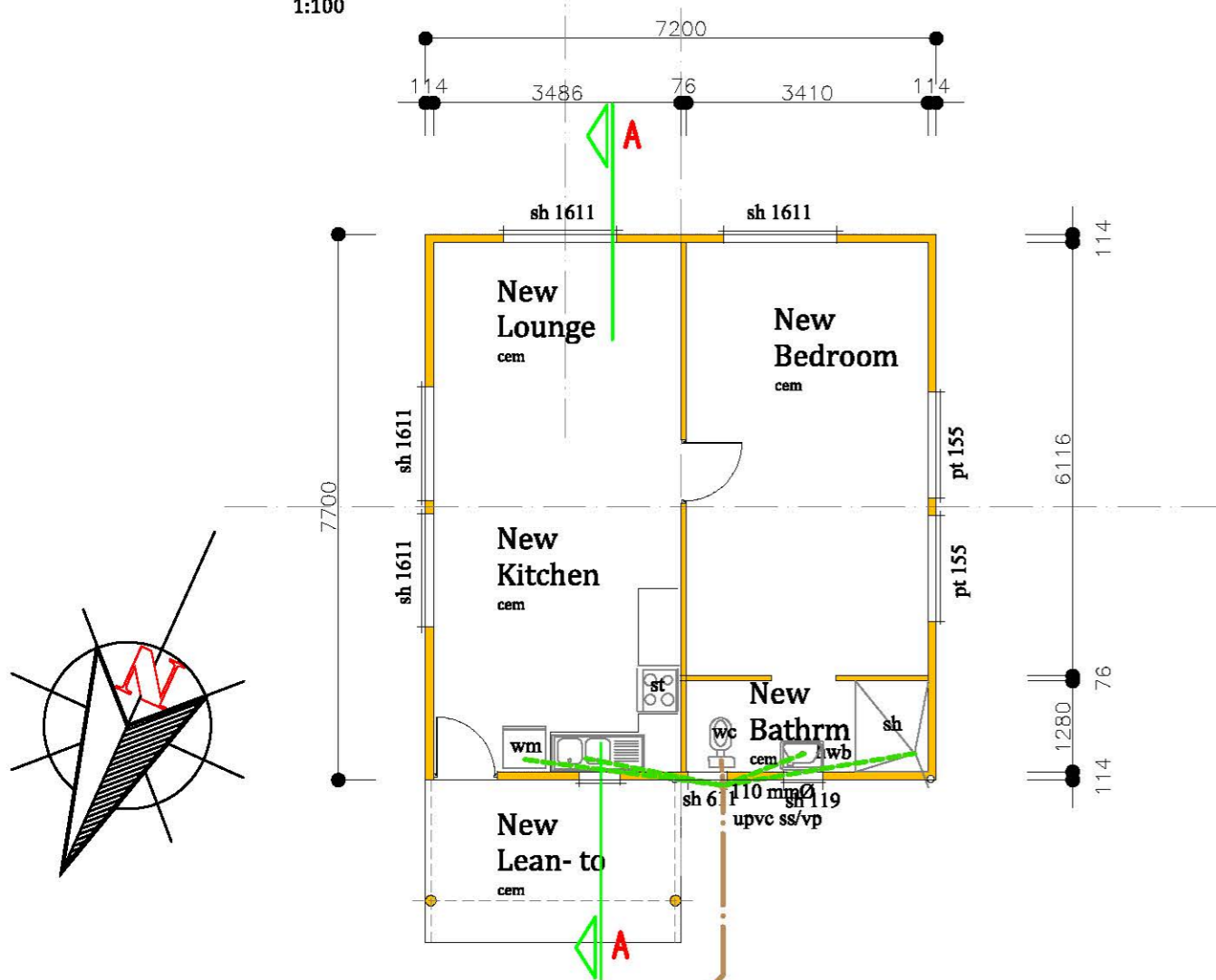
SOUTH ELEVATION

1:100



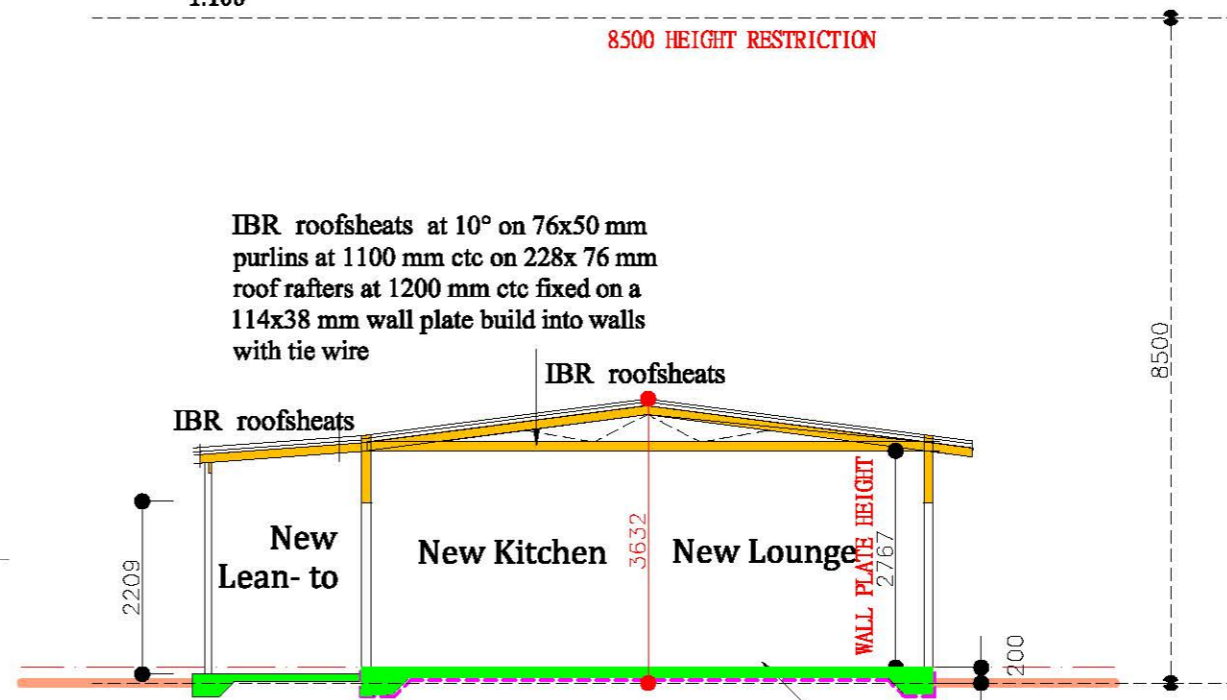
WEST ELEVATION

1:100



New 110Ø upvc sewerline min 450 deep with min 1:40 max 1:5 fall

GROUND STOREY 1:100 55.440 m²



SECTION A;A

1:100

25 mm floor screed finished as by owner on a 75 mm Concrete slab on 250 micron under floor membrane on sand and well compacted filling. Provide mesh under floors higher than 500 mm in height from ground level

GENERAL NOTES

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REVISED WALL PLATE HEIGHT

No	REVISIONS	DATE
	27 NOV 2024	

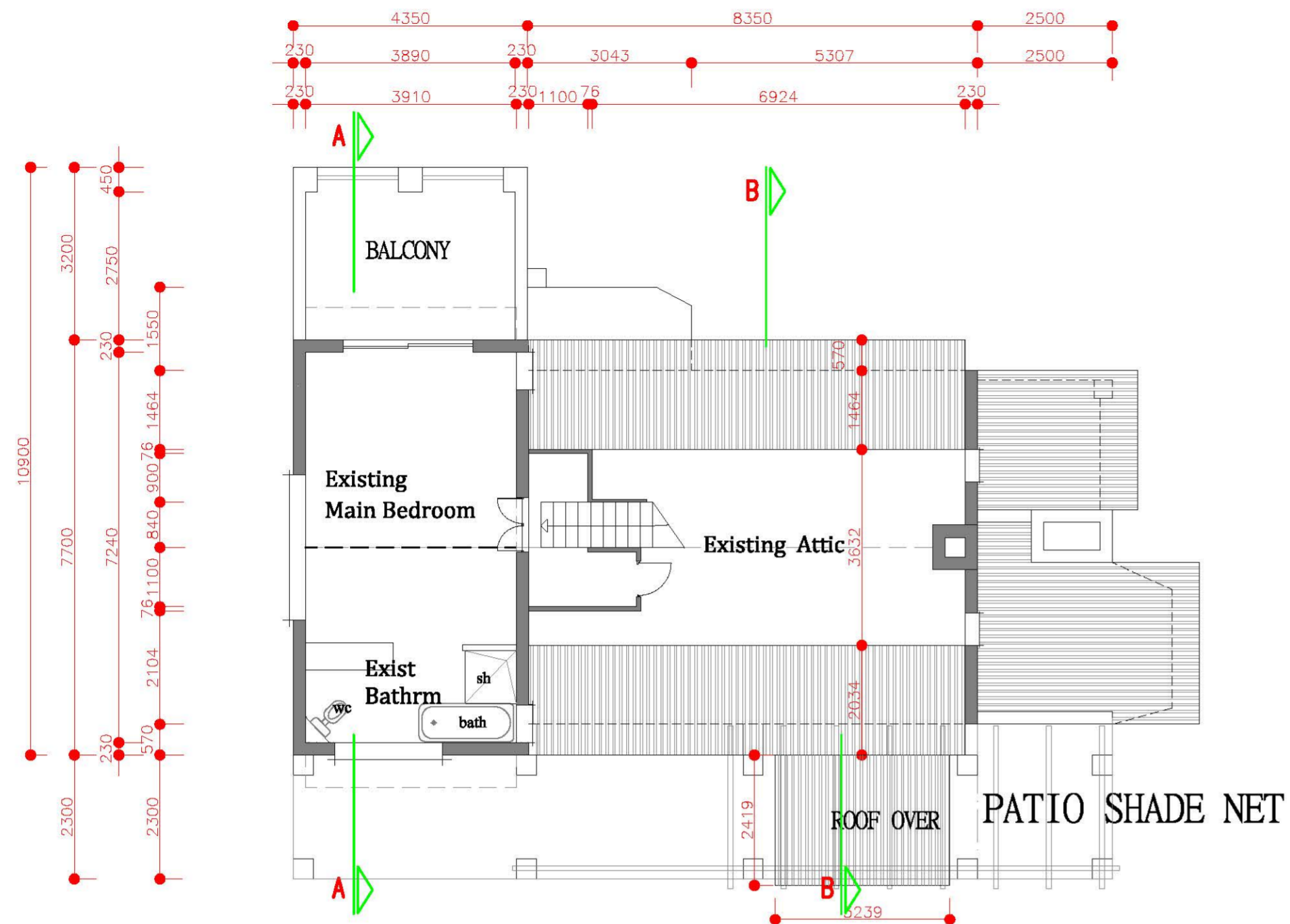
COMPANY :
PAXTON ARCHITECTURAL STUDIO
pr.st 1163

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Sen. Arch. Technologist
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P. O. Box 2419
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6500
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e-mail : hpaxton8@gmail.com

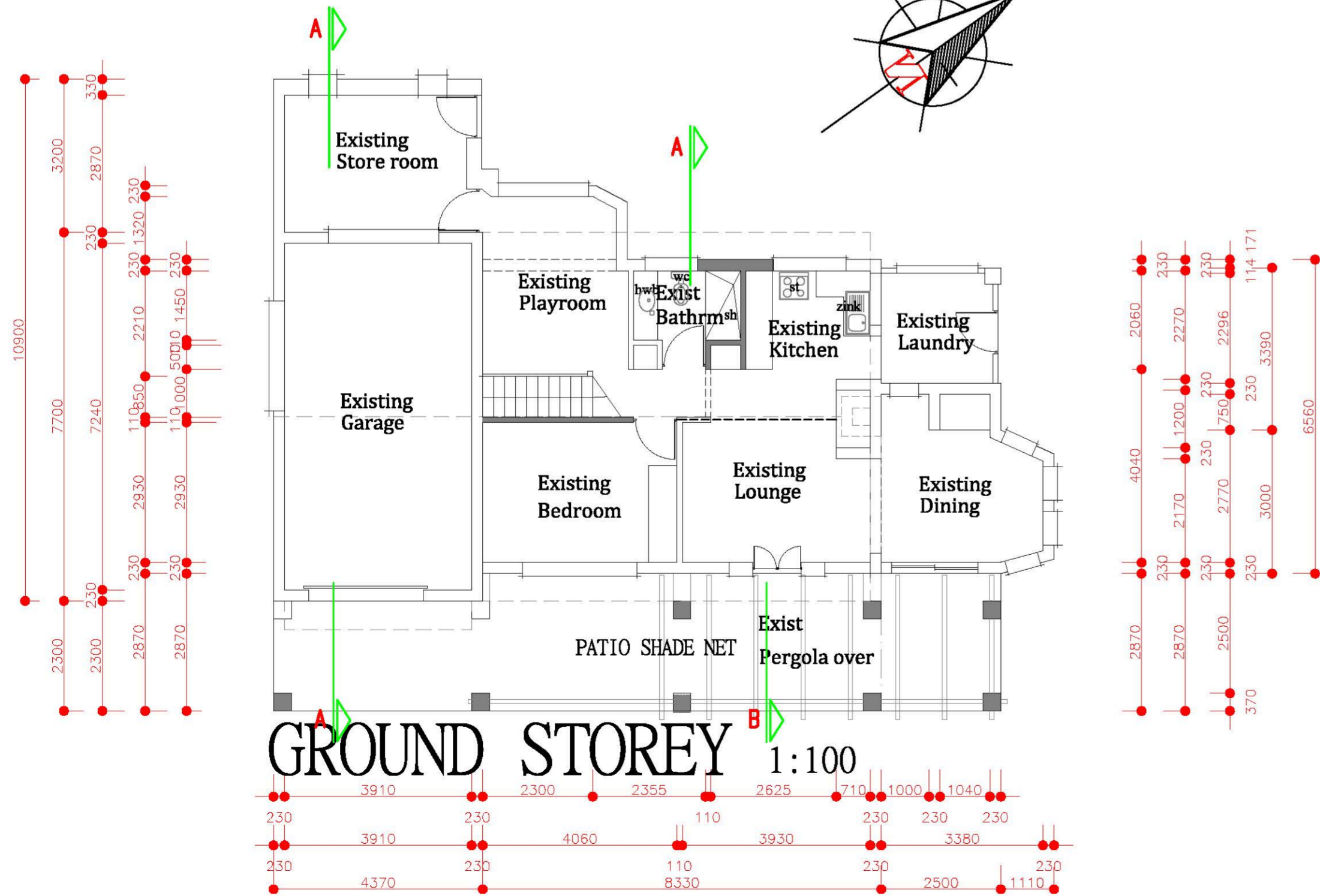
PROJECT :
EXISTING LABORERS COTTAGE FOR PEANUT PROP. TRUST ON TRINITY GATE FARM VENUE ON PORTION 52/226 DIEPKLOOF SINKSABRUG

LABOURER COTTAGE 2

Drawn :	henry paxton	Page:	3
Date:	SEPT 2023	Plan no:	26.23
Scale:	1:100,50, A3		



FIRST STOREY 1:100



GROUND STOREY 1:100

GROUND STOREY = 125.188 m²
 FIRST STOREY = 33.648 m²
TOTAL = 158.836 m²

Specification

- **ROOF Laundry & Dining**
 IBR roofsheets at 5°/3° on 76x50 mm purlins at 600 mm ctc on 114 x 38mm roof trusses at 1100 mm ctc fixed on a 114x38 mm wall plate build into walls with tie wire .
- **ROOF Main roof**
 "Big Six" Fibre cement roof sheets at 12°/30° on 76x50 mm purlins at 1500 mm max ctc on 114 x 38mm rafters at 1350 mm max ctc fixed on a 114x38 mm wall plate build into walls with tie wire .
- **RAINWATER GOODS**
 provide seamless aluminium "Charcoal" Color rainwater gutters with matching downpipes against grey 200x10 mm fibre cement fascia
- **SOFFITS**
 Open soffits
- **WALLS outside**
 Plastered & painted
- **FLOORS**
 Tiles on 25 mm screed on 75 mm Concrete slab on 250 micron under floor membrane on sand and well compacted filling . Provide mesh under floors higher than 500 mm in height from ground level
- **WINDOWS AND DOORS**
 Wooden windows and doorframes
- **STAIRCASES**
 Provide treads at min. 250 mm and 200 max risers Going x2 + height of Riser to be min 570 and max 650. Wooden treads to overlap min 25 mm Provide handrails 850 mm high where applicable
- **BALCONIES**
 Provide balconies and Patios higher than 1.000 with min. 1 000 high Balustrades with 100 mm max. openings
- **RETAINING WALLS**
 provide 375 micron vertical waterproofing membrane behind retaining walls as designed by engineers specifications
- **FIREPLACES & BARBEQUES**
 Manufactured from non combustible material No flammable material must be built closer than 200 mm from the inside of the flue hearth must be from non combustible material and extend min. 500 to the front and min.300 to the side
- **GENERAL**
 All material used must be comply to the SABS STANDARDS and the structural stability of the building must be erected according to the specifications of the structural Engineer and accordantly approved No deviations will be allowed without prior written approval of the designer
- **GLAZING**
 All glazing must be installed by a approved company and must comply to the SABS 0137.
- **All doors and sidelights must be installed with minimum Safety glass or as required by the SA regulations**

GENERAL NOTES +

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Existing Yard

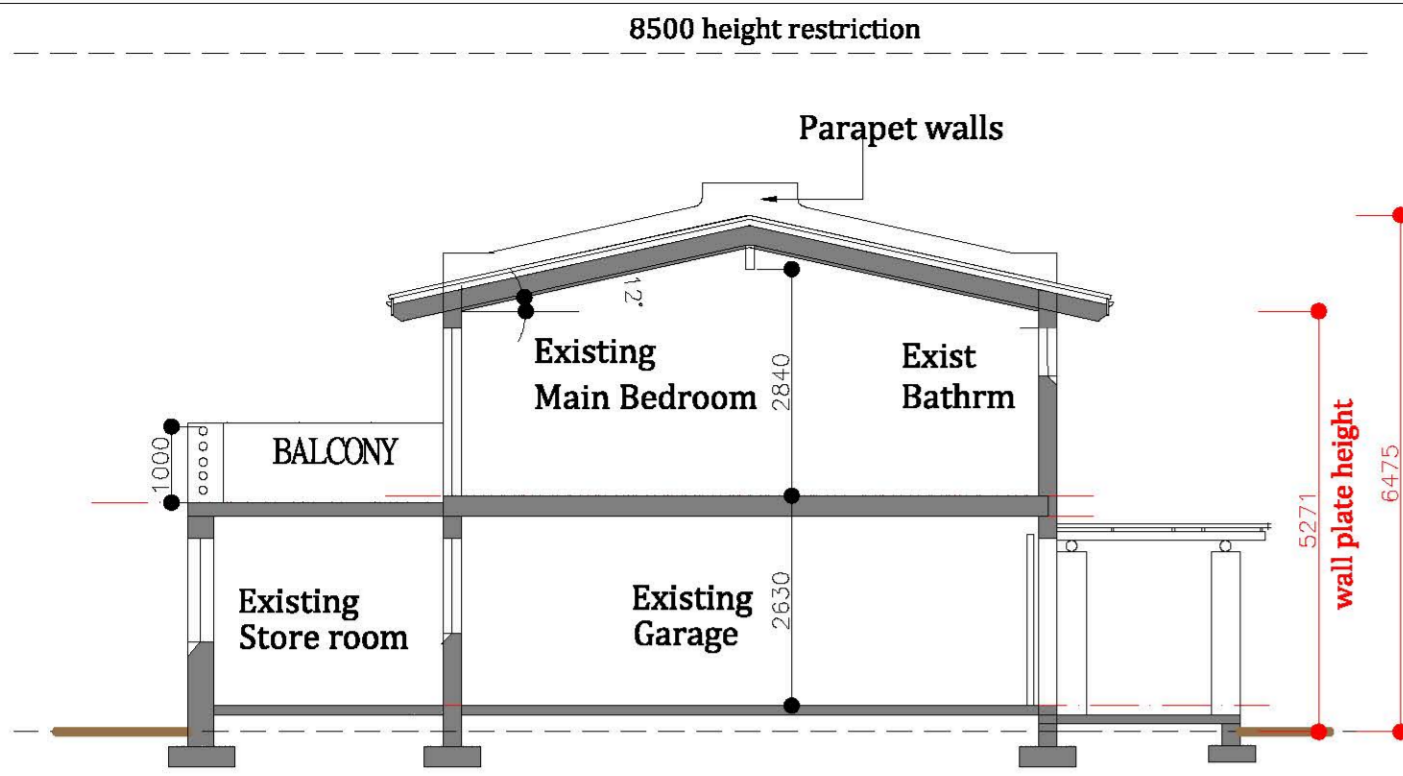
No	REVISIONS	DATE

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 Henry Paxton
 Sen. Arch. Technologist
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 P. O. Box 2419
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 6500
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 e-mail : hpaxton8@gmail.com

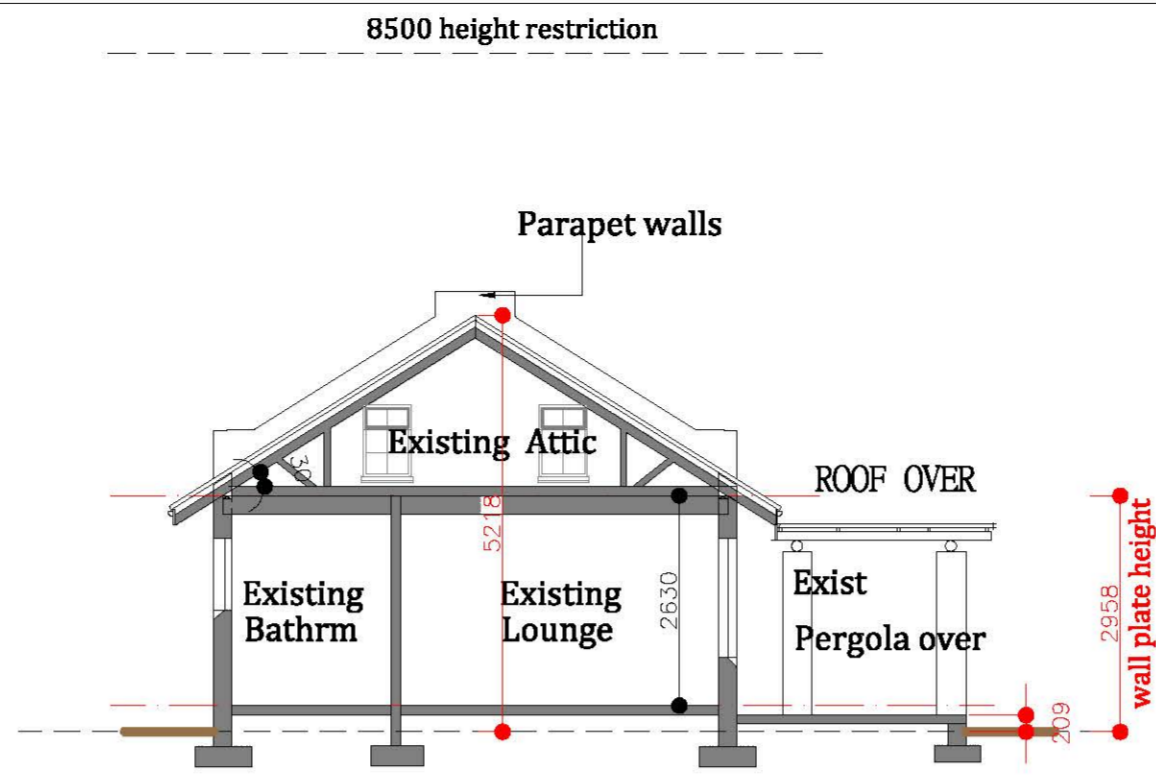
PROJECT :
FOR INFORMATION PURPOSES ONLY
 EXISTING SECOND DWELLING UNIT FOR PEANUT PROP. TRUST ON TRINITY GATE FARM VENUE ON PORTION 52/226 DIEPKLOOF SINKSABRUG

FLOOR LAYOUT MANAGERS DWELLING

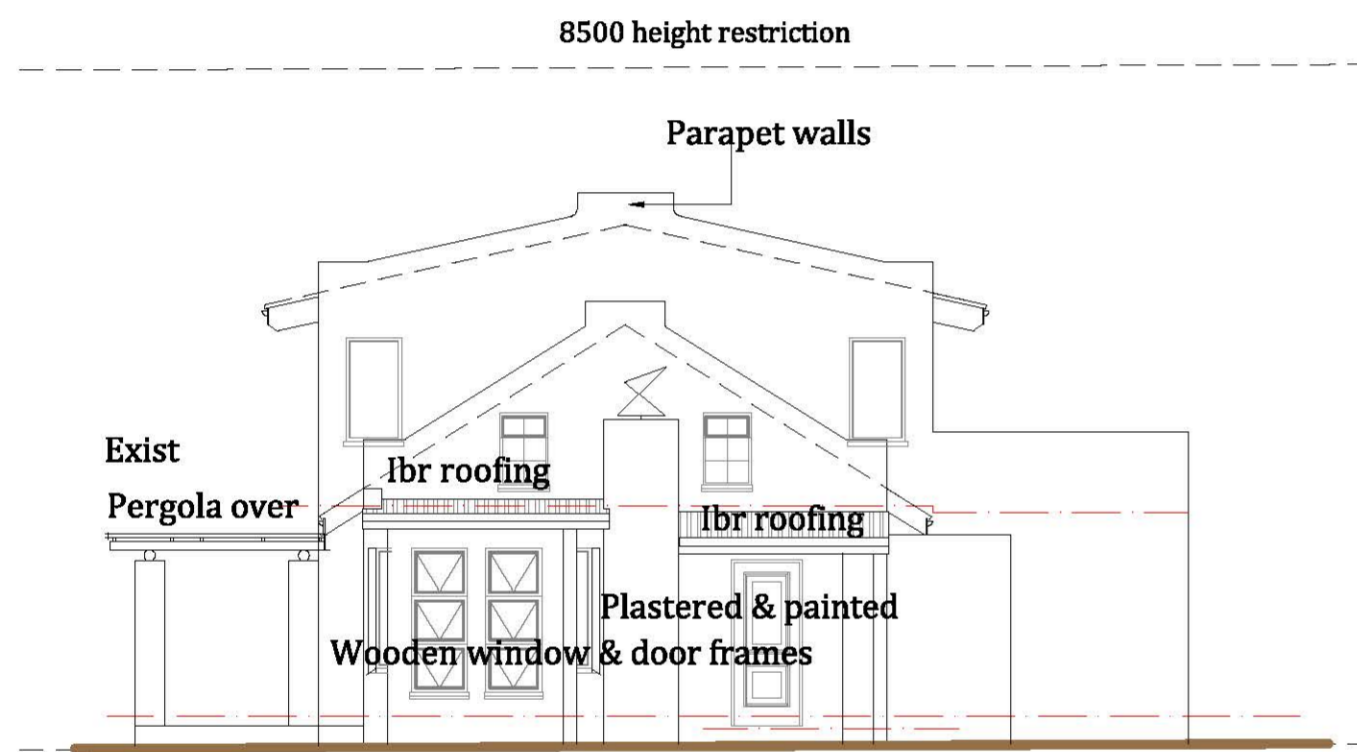
Drawn :	henry paxton	Page:	3
Date:	NOV 2024	Plan no:	26.23
Scale:	1:100,50, A2		



SECTION AA
1:100



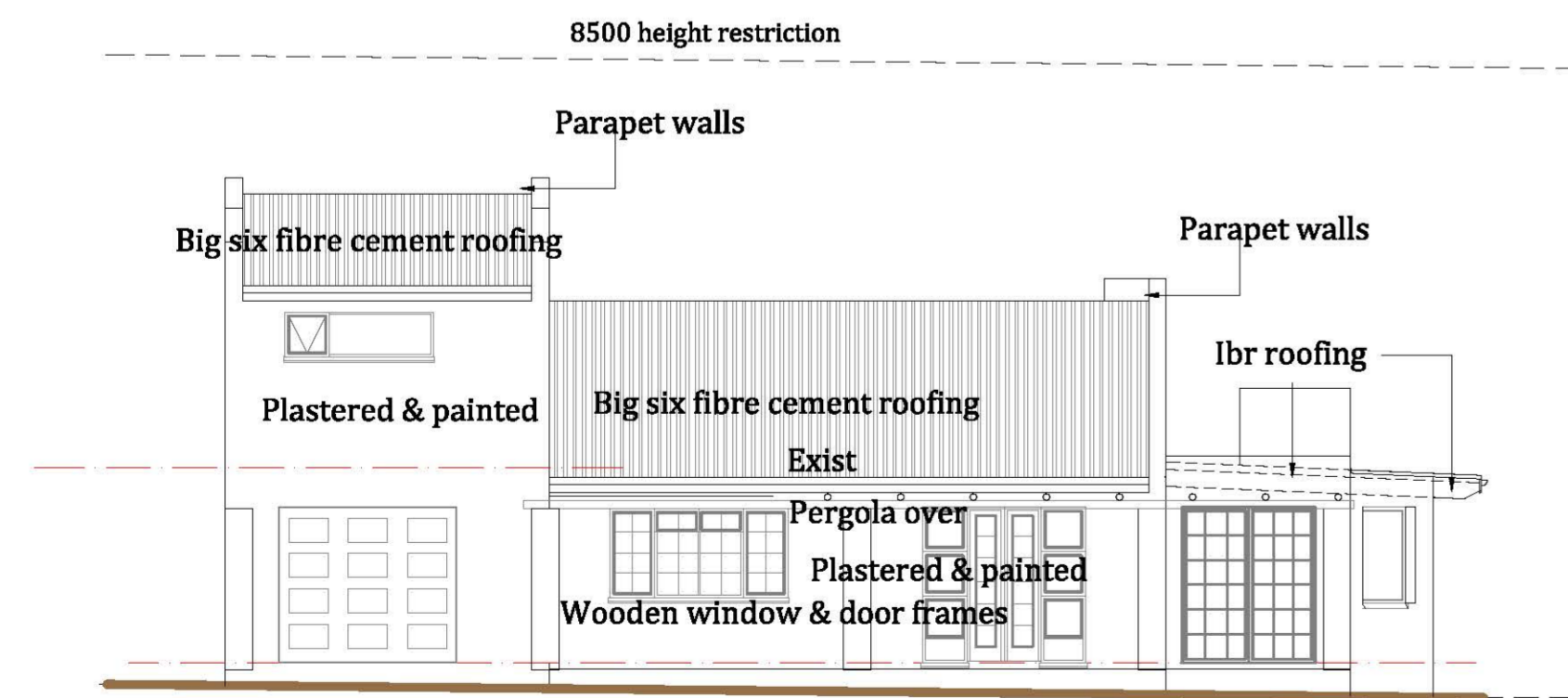
SECTION BB
1:100



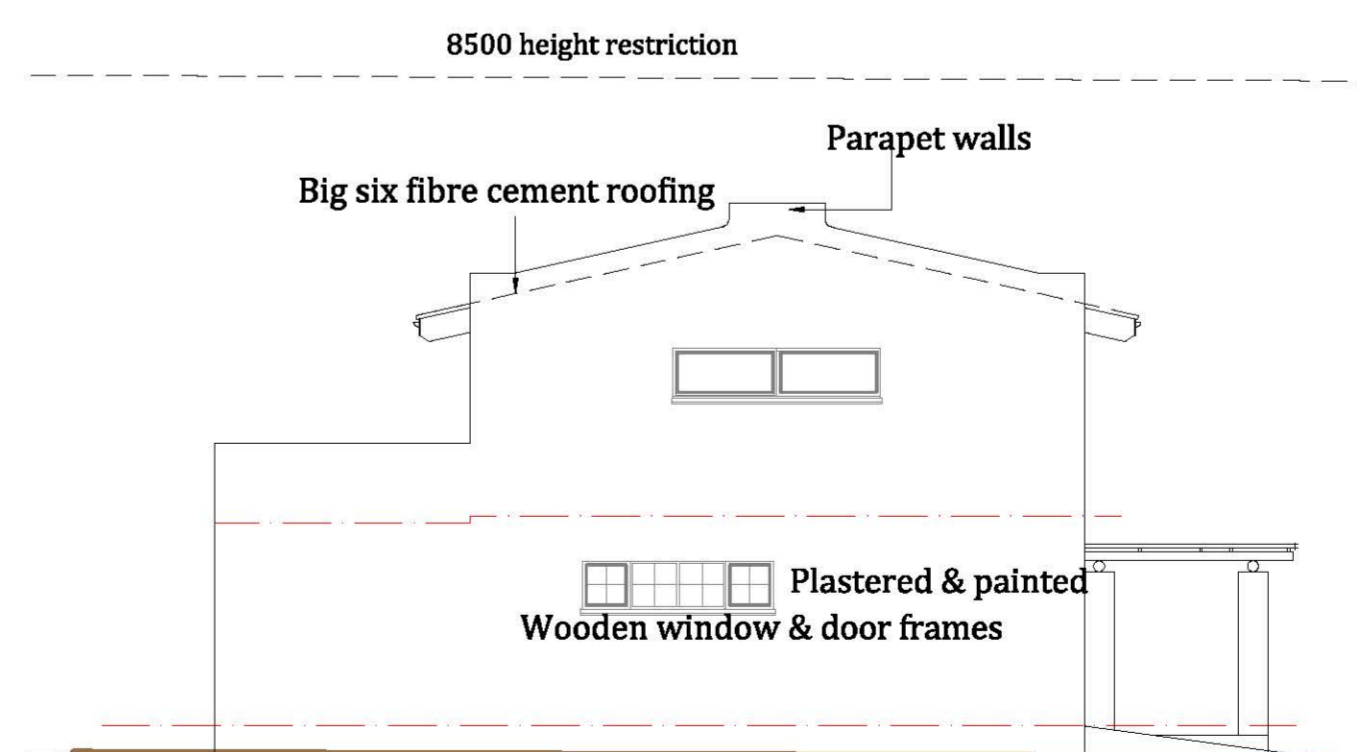
NORTH EAST ELEVATION
1:100



NORTH WEST ELEVATION
1:100



SOUTH EAST ELEVATION
1:100



SOUTH WEST ELEVATION
1:100

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No	REVISIONS	DATE

COMPANY :
PAXTON ARCHITECTURAL STUDIO
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 Henry Paxton
 Sen. Arch. Technologist
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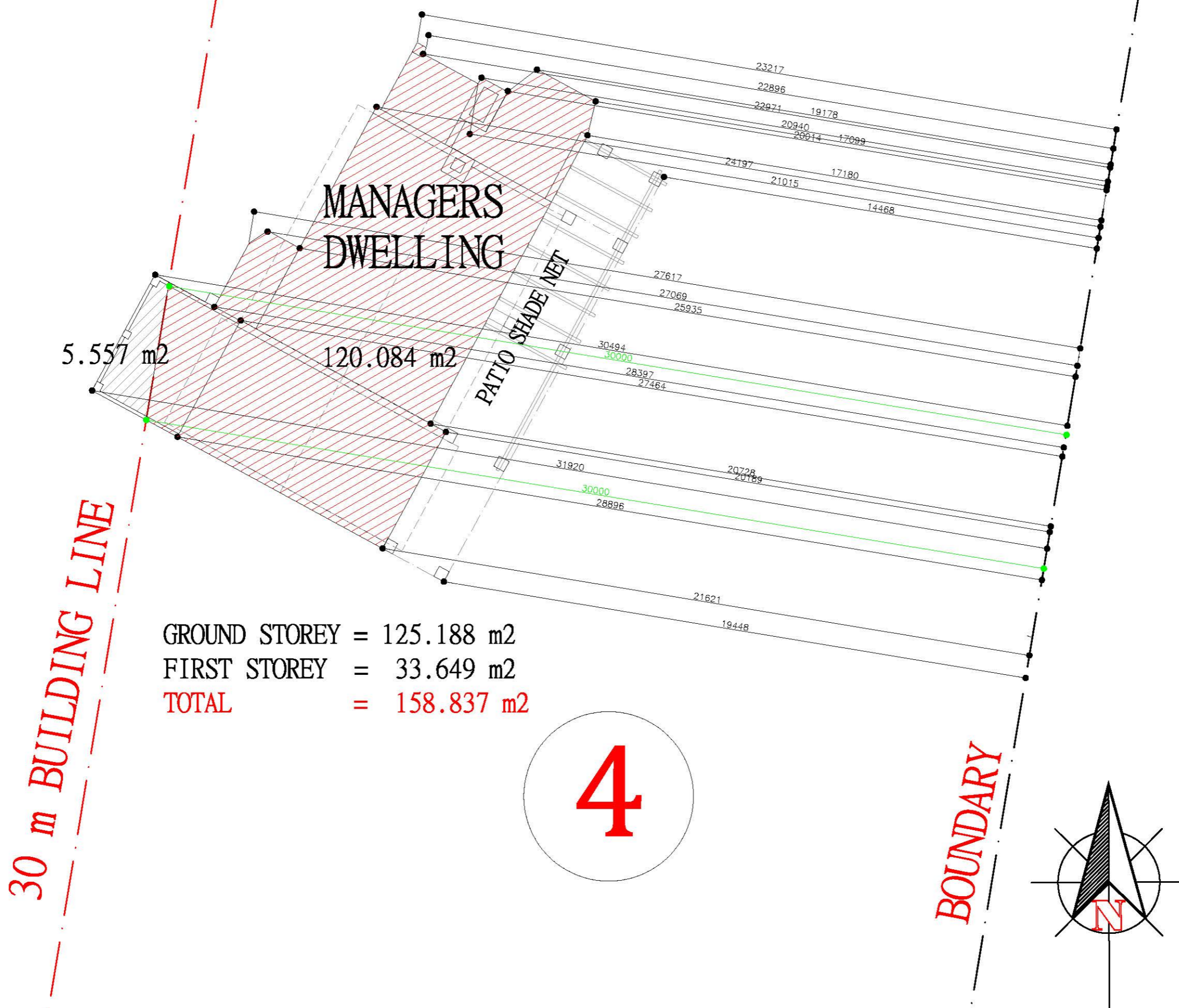
PROJECT :
FOR INFORMATION PURPOSES ONLY
 EXISTING SECOND DWELLING UNIT
 FOR PEANUT PROP. TRUST ON
 TRINITY GATE FARM VENUE
 ON PORTION 52/226
 DIEPKLOOF
 SINKSABRUG

**SECTIONS & ELEVATIONS
 MANAGERS DWELLING**

Drawn :	henry paxton	Page:	4
Date:	NOV 2024	Plan no:	26.23
Scale:	1:100,50, A2		

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GROUND STOREY = 125.188 m2
 FIRST STOREY = 33.649 m2
TOTAL = 158.837 m2

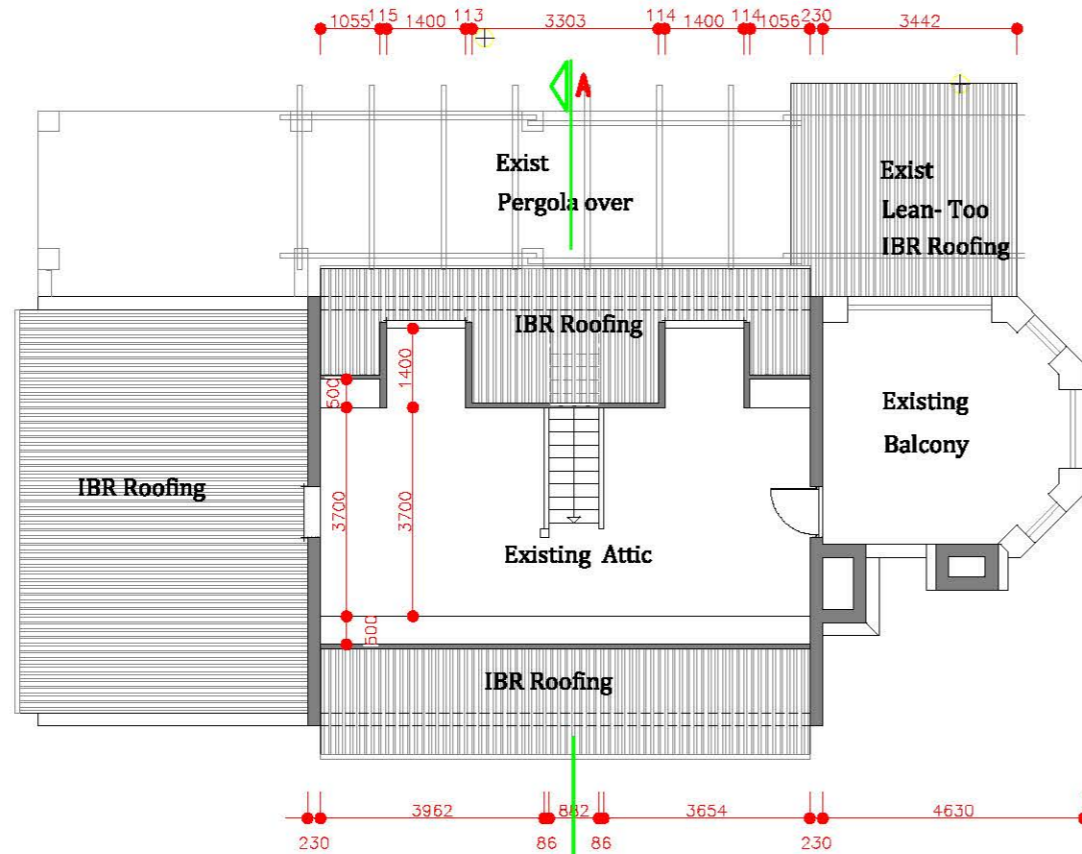
No	REVISIONS	DATE

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 e-mail : hpaxton8@gmail.com

PROJECT :
 EXISTING MANAGERS DWELLING
 FOR PEANUT PROP. TRUST ON
 TRINITY GATE FARM VENUE
 ON PORTION 52/226
 DIEPKLOOF SINKSABRUG

MANAGER

Drawn :	henry paxton	Page:	6
Date:	SEPT 2023	Plan no:	26.23
Scale:	1:150, A3		



FIRST STOREY 1:100



GROUND STOREY 1:100

GROUND STOREY = 128.038 m²
 FIRST STOREY = 37.700 m²
TOTAL = 165.738 m²

Specification

- **ROOF Main Roof**
IBR roofsheets at 45° on 76x50 mm purlins at 600 mm ctc on 114 x 38mm roof trusses at 1100 mm ctc fixed on a 114x38 mm wall plate build into walls with tie wire .
- **ROOF Garage**
IBR roofsheets at 3° on 76x50 mm purlins at 600 mm ctc on 114 x 38mm roof trusses at 1100 mm ctc fixed on a 114x38 mm wall plate build into walls with tie wire .
- **RAINWATER GOODS**
provide seamless aluminium "Charcoal" Color rainwater gutters with matching downpipes against grey 200x10 mm fibre cement fascia SOFFITS.
Open soffits
- **WALLS outside**
Plastered & painted
- **FLOORS**
Tiles on 25 mm screed on 75 mm Concrete slab on 250 micron under floor membrane on sand and well compacted filling .
Provide mesh under floors higher than 500 mm in height from ground level
- **WINDOWS AND DOORS**
Wooden windows and doorframes
- **STAIRCASES**
Provide treads at min. 250 mm and 200 max risers
Going x2 + height of Riser to be min 570 and max 650. Wooden treads to overlap min 25 mm
Provide handrails 850 mm high where applicable
- **BALCONIES**
Provide balconies and Patios higher than 1.000 with min. 1 000 high Balustrades with 100 mm max. openings
- **RETAINING WALLS**
provide 375 micron vertical waterproofing membrane behind retaining walls as designed by engineers specifications
- **FIREPLACES & BARBEQUES**
Manufactured from non combustible material
No flammable material must be built closer than 200 mm from the inside of the flue hearth must be from non combustible material and extend min. 500 to the front and min.300 to the side
- **GENERAL**
All material used must comply to the SABS STANDARDS and the structural stability of the building must be erected according to the specifications of the structural Engineer and accordantly approved
No deviations will be allowed without prior written approval of the designer
- **GLAZING**
All glazing must be installed by a approved company and must comply to the SABS 0137.
All doors and sidelights must be installed with minimum Safety glass or as required by the XA regulations

GENERAL NOTES

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REVISED DRAWING

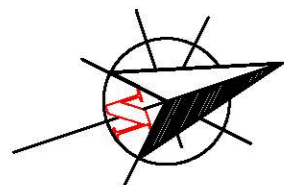
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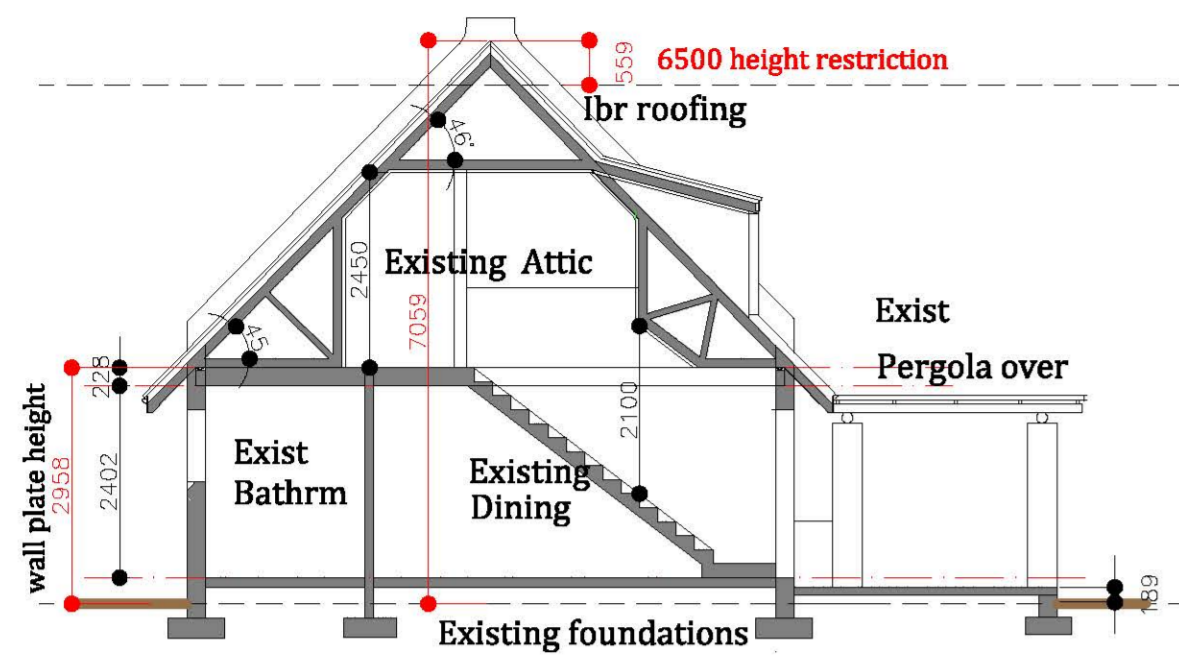
COMPANY :
PAXTON ARCHITECTURAL STUDIO
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 Henry Paxton
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 P. O. Box 2419
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PROJECT :
FOR INFORMATION PURPOSES ONLY
 EXISTING SECOND DWELLING UNIT FOR PEANUT PROP. TRUST ON TRINITY GATE FARM VENUE ON PORTION 52/226 DIEPKLOOF SINKSABRUG

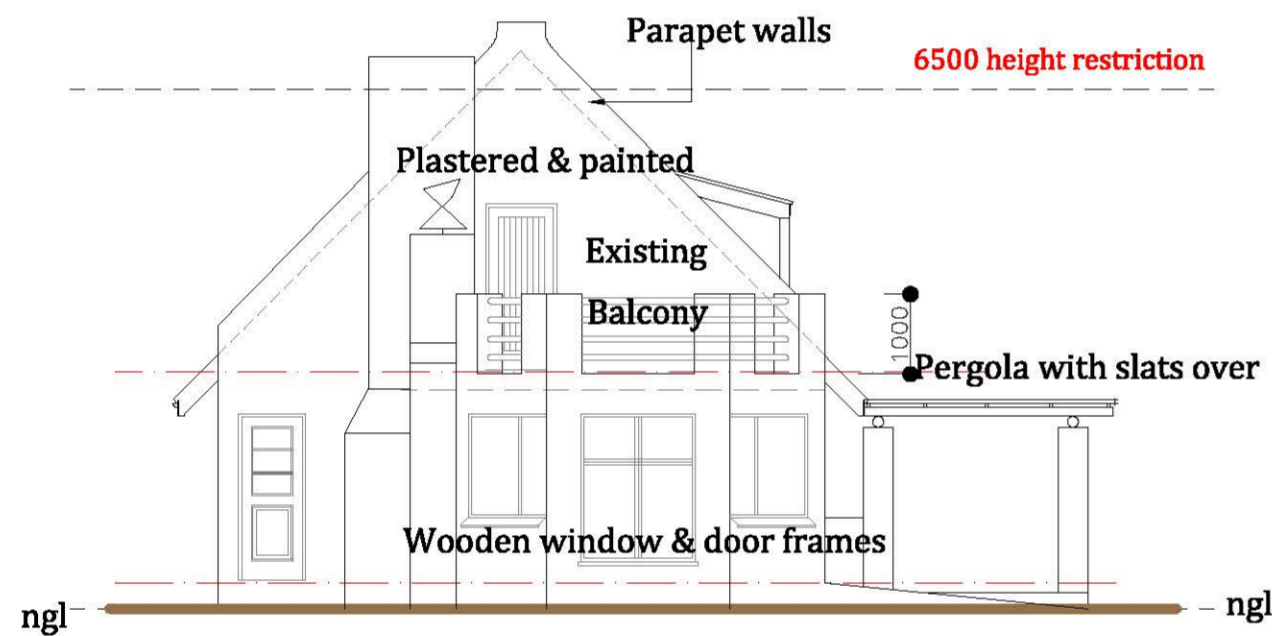
FLOOR LAYOUT ADDITIONAL DWELLING

Drawn :	henry paxton	Page:	1
Date:	NOV 2024	Plan no:	26.23
Scale:	1:100,50, A2		

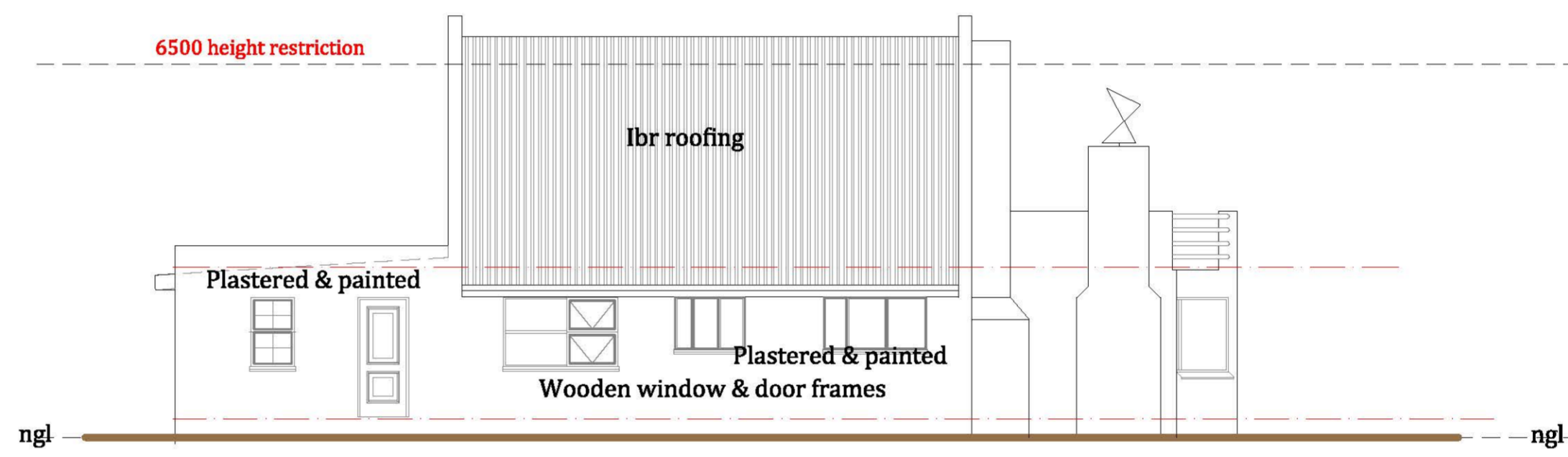




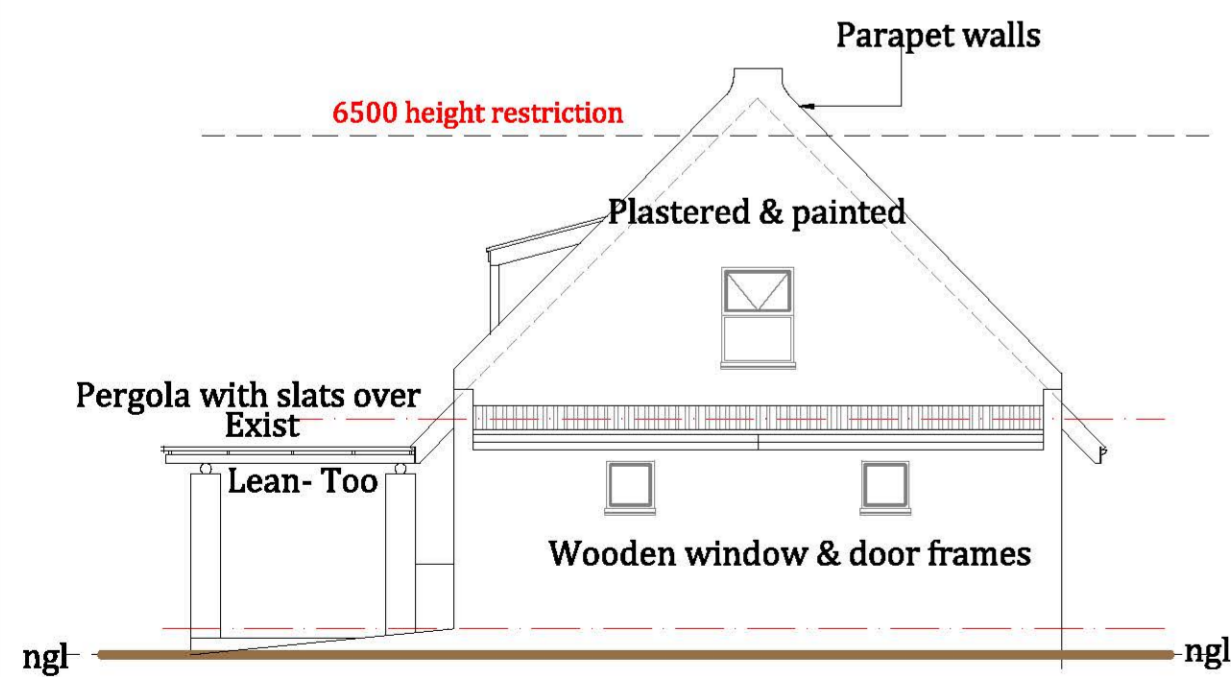
SECTION AA
1:100



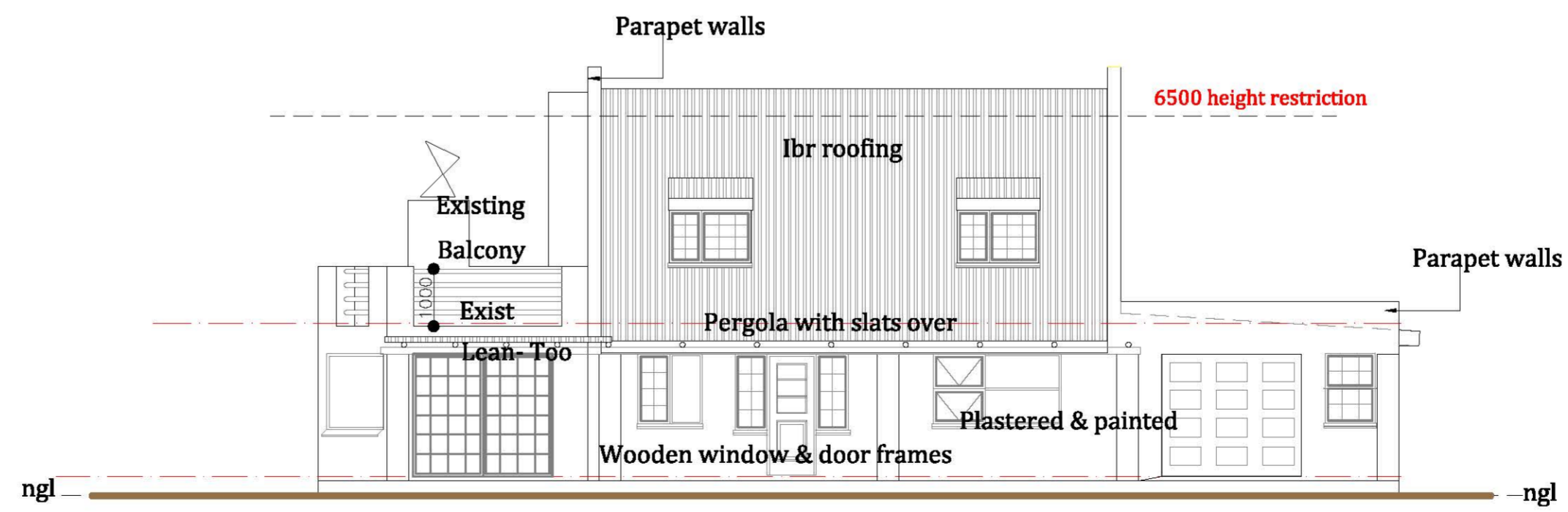
NORTH ELEVATION
1:100



EAST ELEVATION
1:100



NORTH ELEVATION
1:100



WEST ELEVATION
1:100

GENERAL NOTES +

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Existing Yard

REVISED DRAWING

No	REVISIONS	DATE
		27 NOV 2024

COMPANY :
PAXTON ARCHITECTURAL STUDIO
pr.st 1163

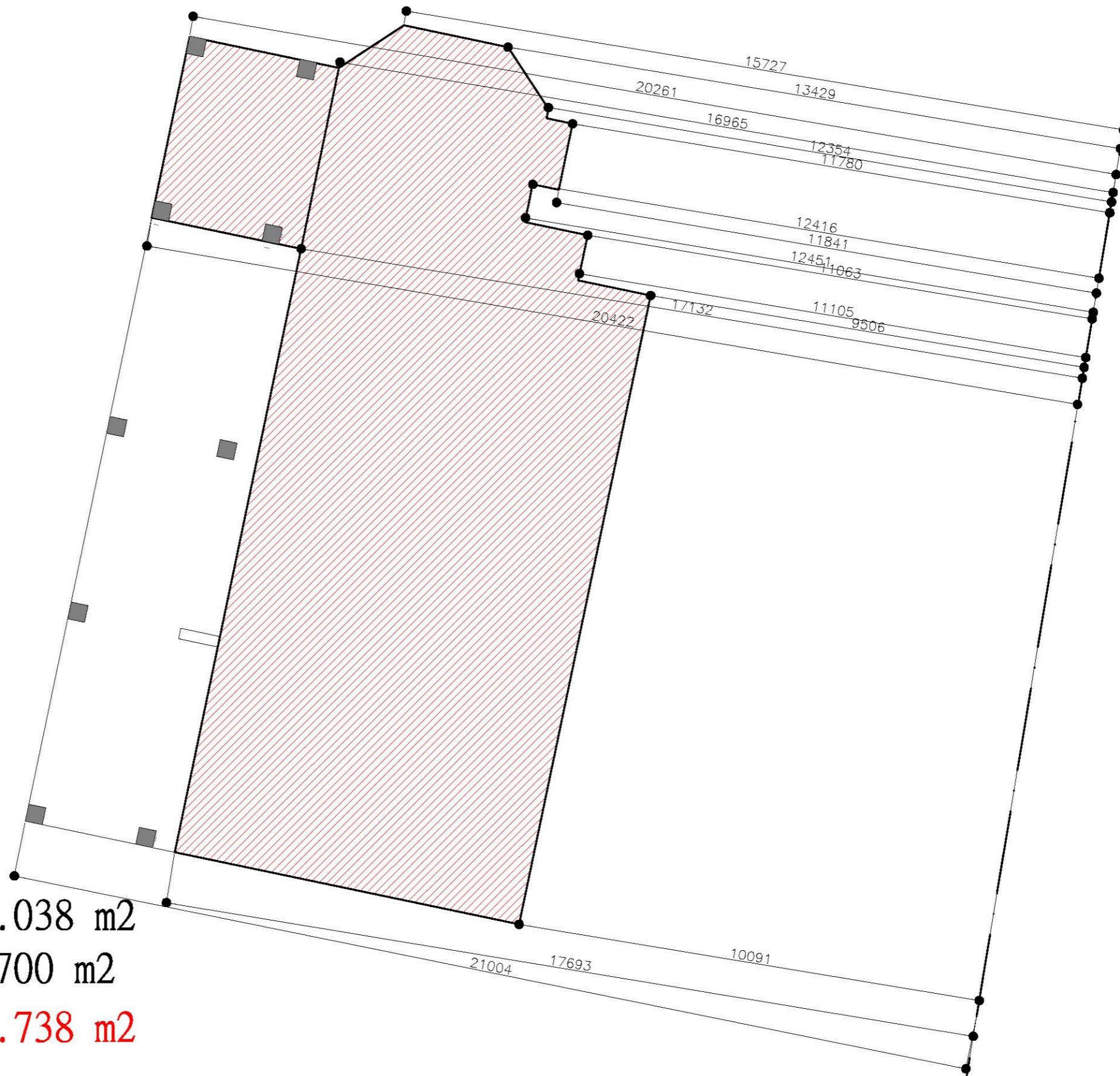
Henry Paxton
Sen. Arch. Technologist
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P. O. Box 2419
Mossel Bay
6500
cell : 0825739449
e-mail : hpaxton8@gmail.com

PROJECT :
FOR INFORMATION PURPOSES ONLY
EXISTING SECOND DWELLING UNIT
FOR PEANUT PROP. TRUST ON
TRINITY GATE FARM VENUE
ON PORTION 52/226
DIEPKLOOF
SINKSABRUG

SECTIONS & ELEVATIONS
ADDITIONAL DWELLING

Drawn :	henry paxton	Page:	2
Date:	NOV 2024	Plan no:	
Scale:	1:100,50, A2		26.23

30 m BUILDING LINE



GROUND STOREY = 128.038 m²
 FIRST STOREY = 37.700 m²
TOTAL = 165.738 m²

GENERAL NOTES

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REVISED DRAWING

No	REVISIONS	DATE

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PROJECT :
 EXISTING ADDITIONAL DWELLING FOR PEANUT PROP. TRUST ON TRINITY GATE FARM VENUE ON PORTION 52/226 DIEPKLOOF SINKSABRUG

ADDITIONAL DWELLING

Drawn :	henry paxton	Page:	7
Date:	SEPT 2023	Plan no:	26.23
Scale:	1:100,50, A3		

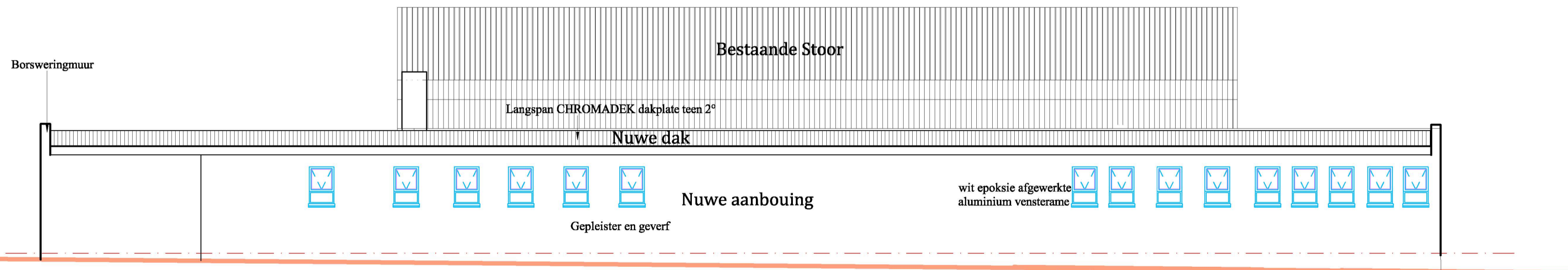
15 000 height restriction NTS



OOSAANSIG

1:100

15 000 height restriction NTS



SUIDAANSIG

1:100

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DEVELOPMENT DATA

No	REVISIONS	DATE
	27 NOV 2024	

COMPANY :
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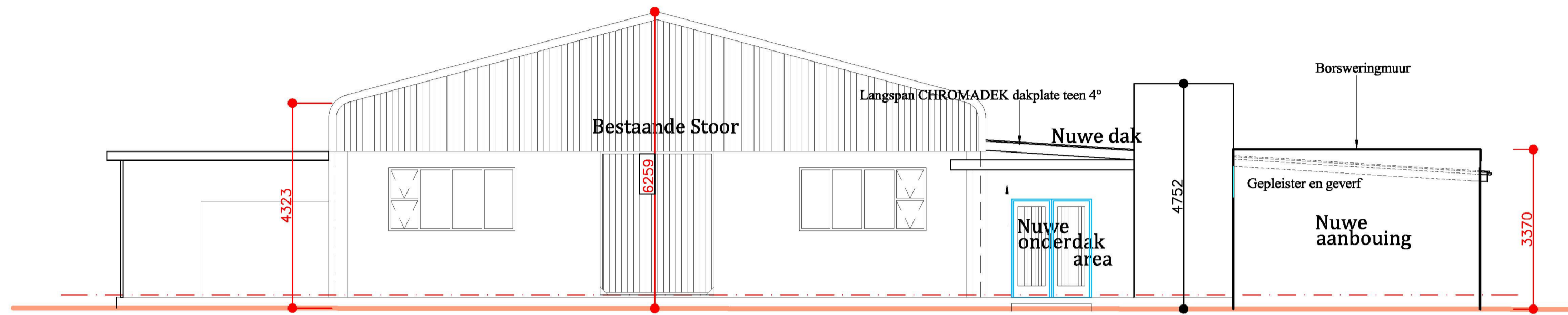


PROJECT :
FOR INFORMATION PURP ONLY
 EXISTING VENUE
 FOR PEANUT PROP. TRUST ON
 TRINITY GATE FARM VENUE
 ON PORTION 52/226
 DIEPKLOOF SINKSABRUG

ELEVATIONS

Drawn :	henry paxton	Page:	3
Date:	FEB 2021	Plan no:	
Scale:	1:100,50, A3		71.21

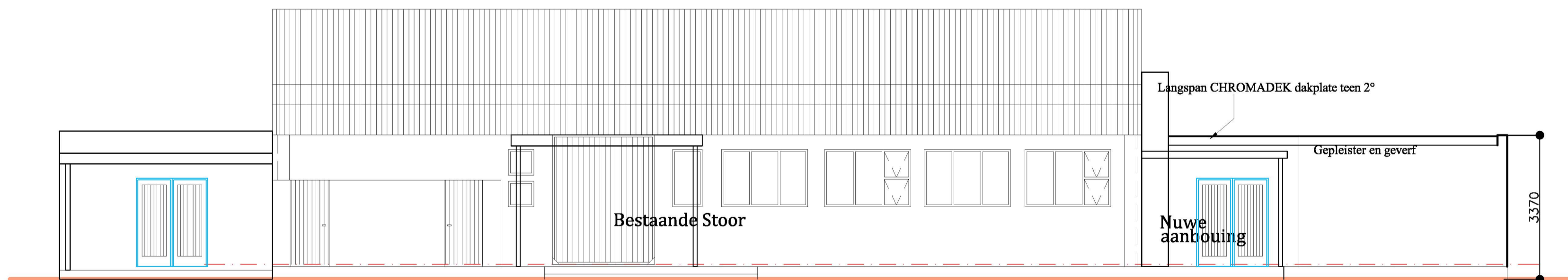
15 000 height restriction NTS



WESAANSIG

1:100

15 000 height restriction NTS



NOORDAANSIG

1:100

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DEVELOPMENT DATA

No	REVISIONS	DATE
	27 NOV 2024	

COMPANY :
PAXTON
ARCHITECTURAL
STUDIO
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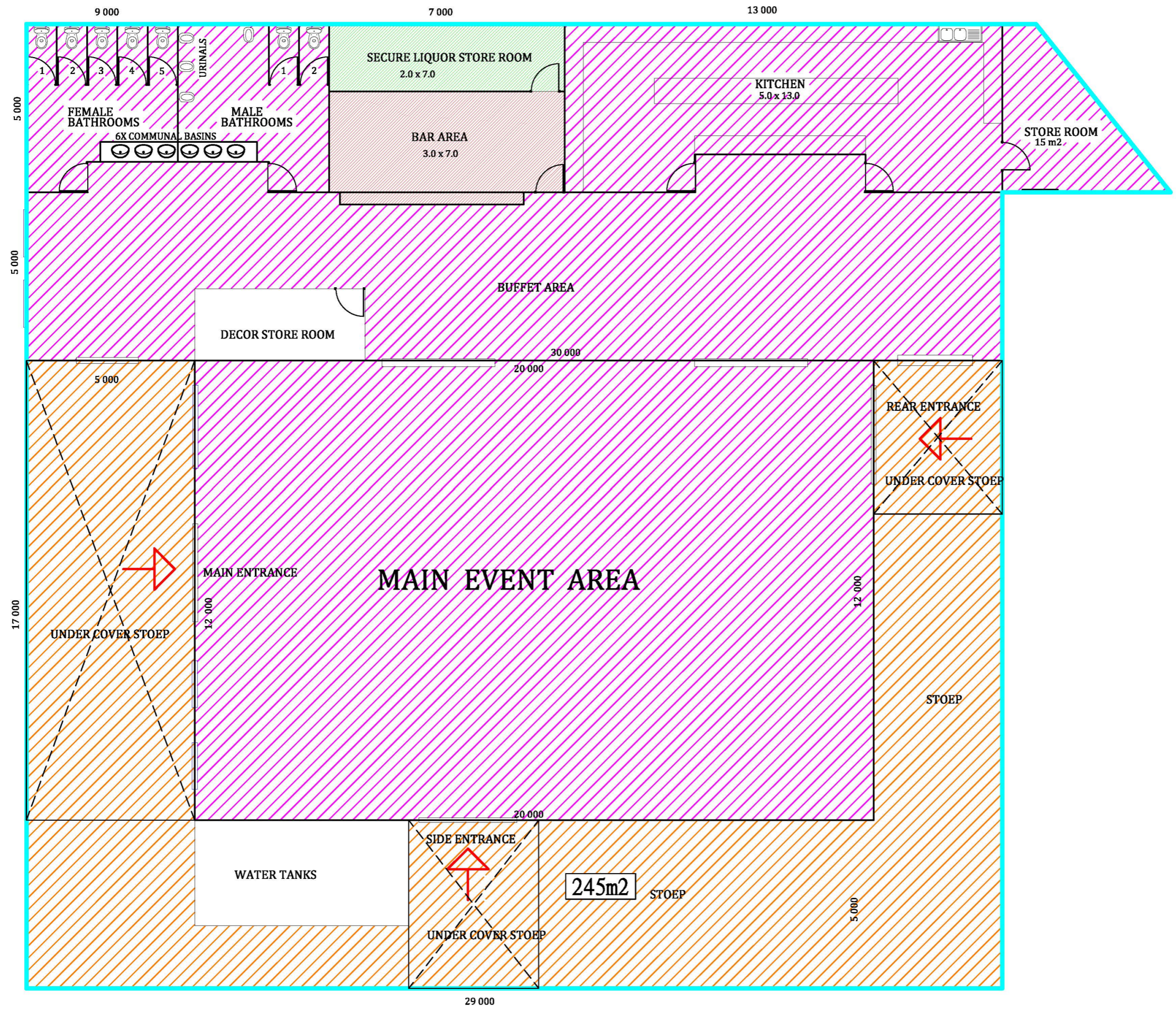
Henry Paxton
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 6500
 cell : 0825739449
 e-mail : hpaxton8@gmail.com



PROJECT :
FOR INFORMATION PURP ONLY
 EXISTING VENUE
 FOR PEANUT PROP. TRUST ON
 TRINITY GATE FARM VENUE
 ON PORTION 52/226
 DIEPKLOOF SINKSABRUG

ELEVATIONS

Drawn :	henry paxton	Page:	2
Date:	FEB 2021	Plan no:	71.21
Scale:	1:100,50, A3		



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DEVELOPMENT DATA

- SECURE LIQUOR STORE ROOM
- BAR AREA
- CONSUMPTION AREA **587m2**
- LICENSED AREA
- STOEP AREA **245m2**
- STEEL STRUCTURE **117m2**
- WEDDING CHAPEL **148.5m2**

No	REVISIONS	DATE

COMPANY :
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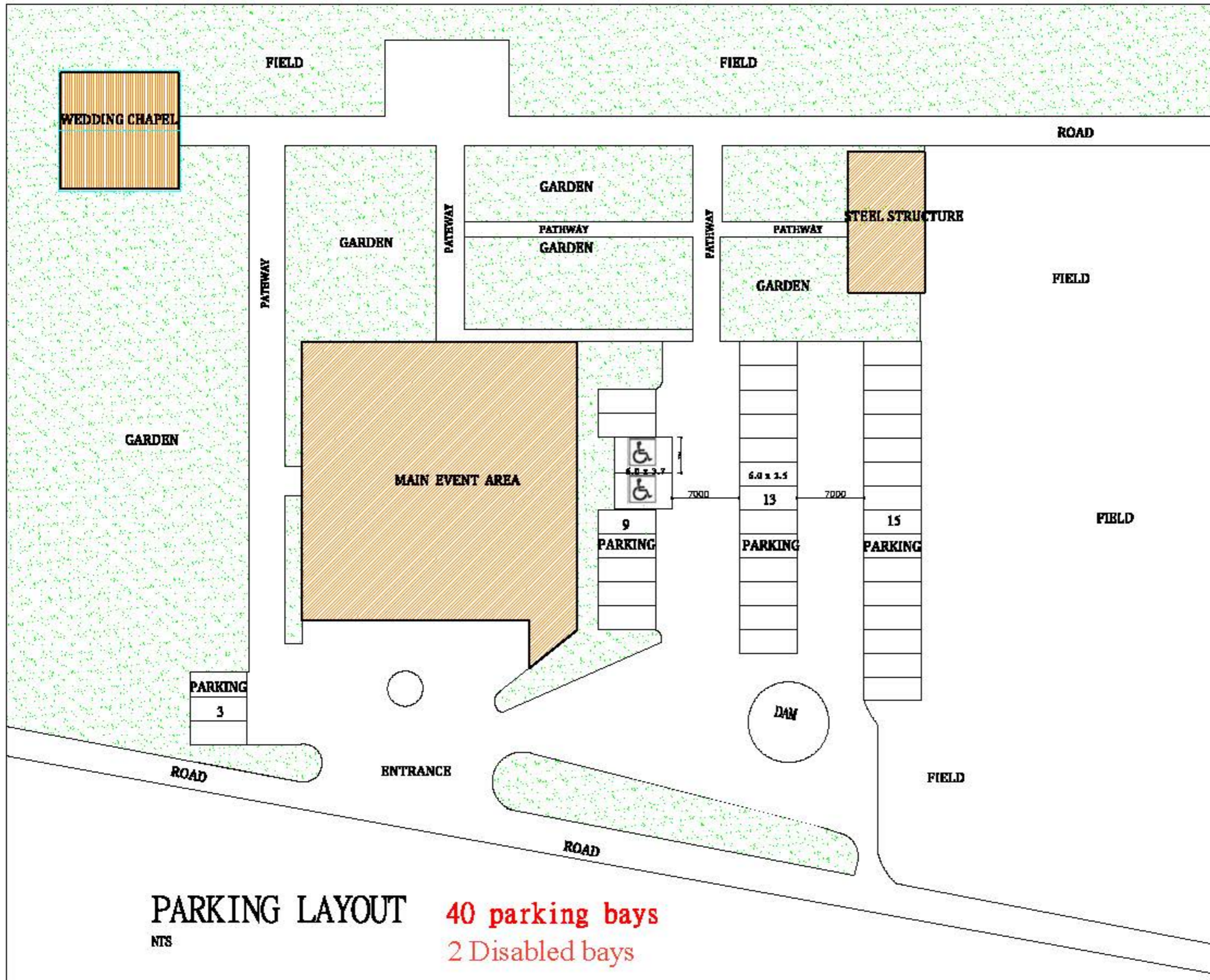


PROJECT :
 PROPOSED VENUE
 FOR MR D VAN SCHALKWYK
 ON FARM PORTION 52/226
 DIEPKLOOF
 SINKSABRUG

FLOOR PLAN

Drawn :	henry paxton	Page:	4
Date:	FEB 2021	Plan no:	71.21
Scale:	1;100,50, A3		

FLOOR PLAN NTS



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DEVELOPMENT DATA

No	REVISIONS	DATE

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 tel : 044-6922490
 cel : 0825739449
 e-mail : hpaxton@telkomsa.net

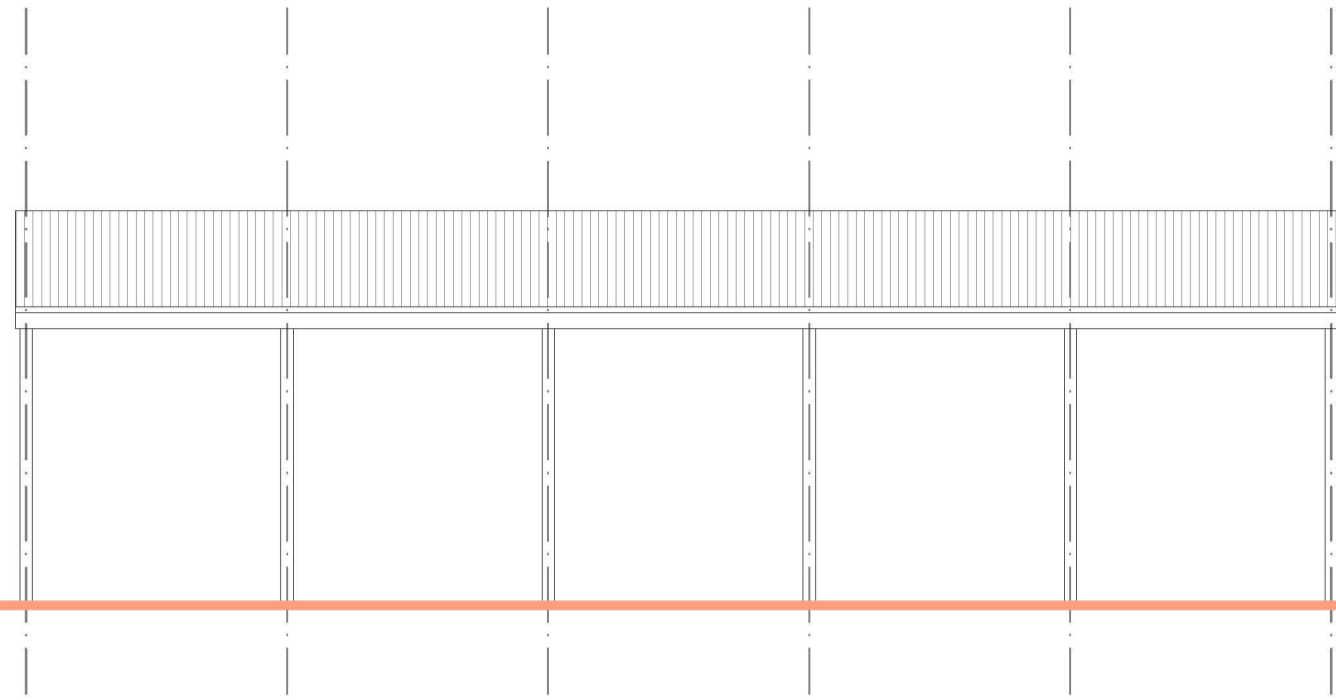
PROJECT :
 PROPOSED VENUE
 FOR MR D VAN SCHALKWYK
 ON FARM PORTION 52/226
 DIEPKLOOF
 SINKSABRUG

PARKING LAYOUT

Drawn by:	Henry Paxton	Page	2
Date:	27th 2021	Plan no:	1023
Scale:	1:100, 50, 25		

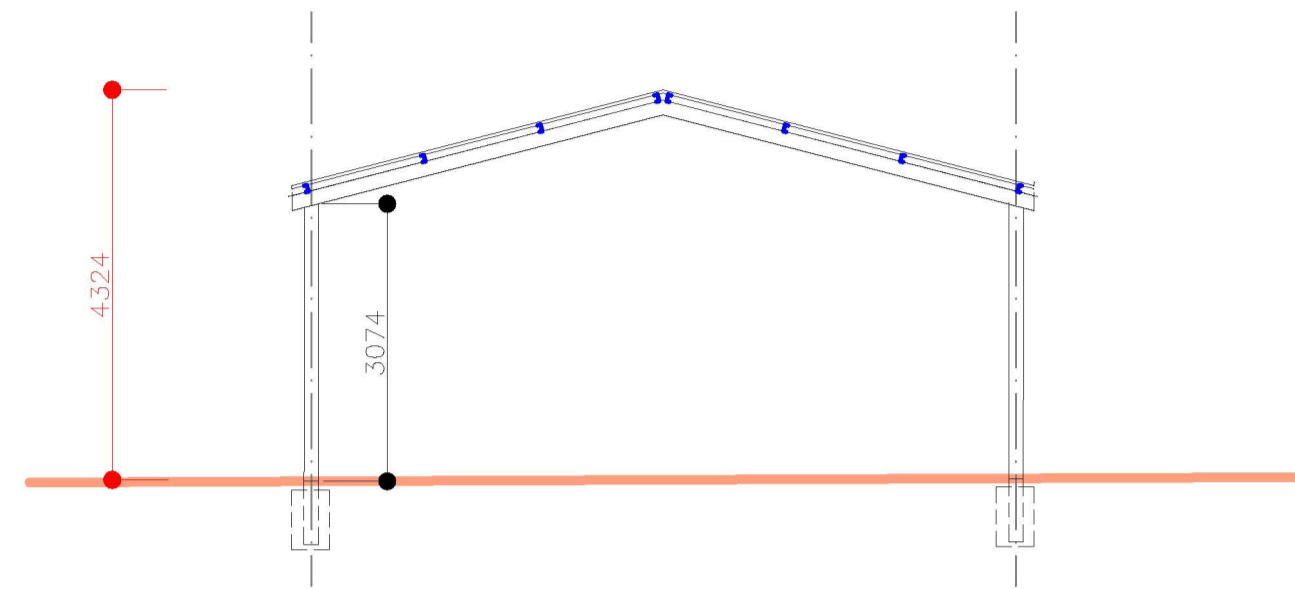
PARKING LAYOUT 40 parking bays
 NTS 2 Disabled bays

15 000 height restriction NTS



STEEL STRUCTURE ELEVATION

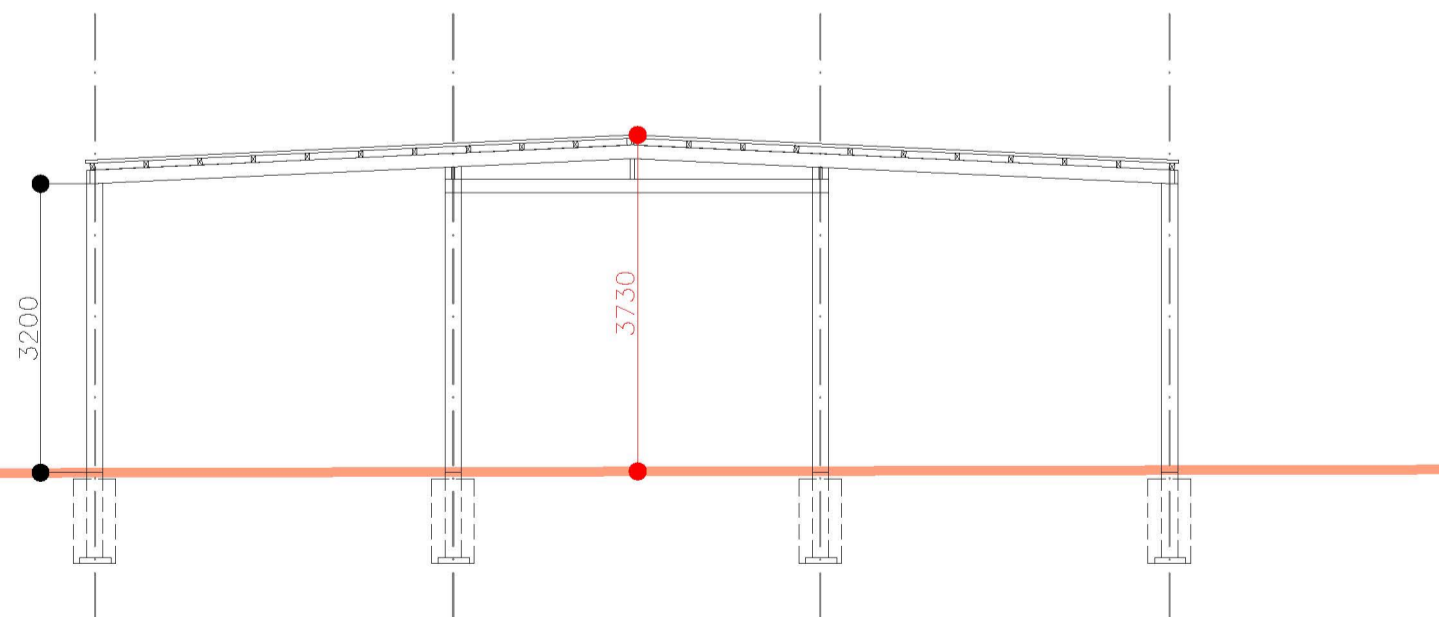
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STEEL STRUCTURE SECTION

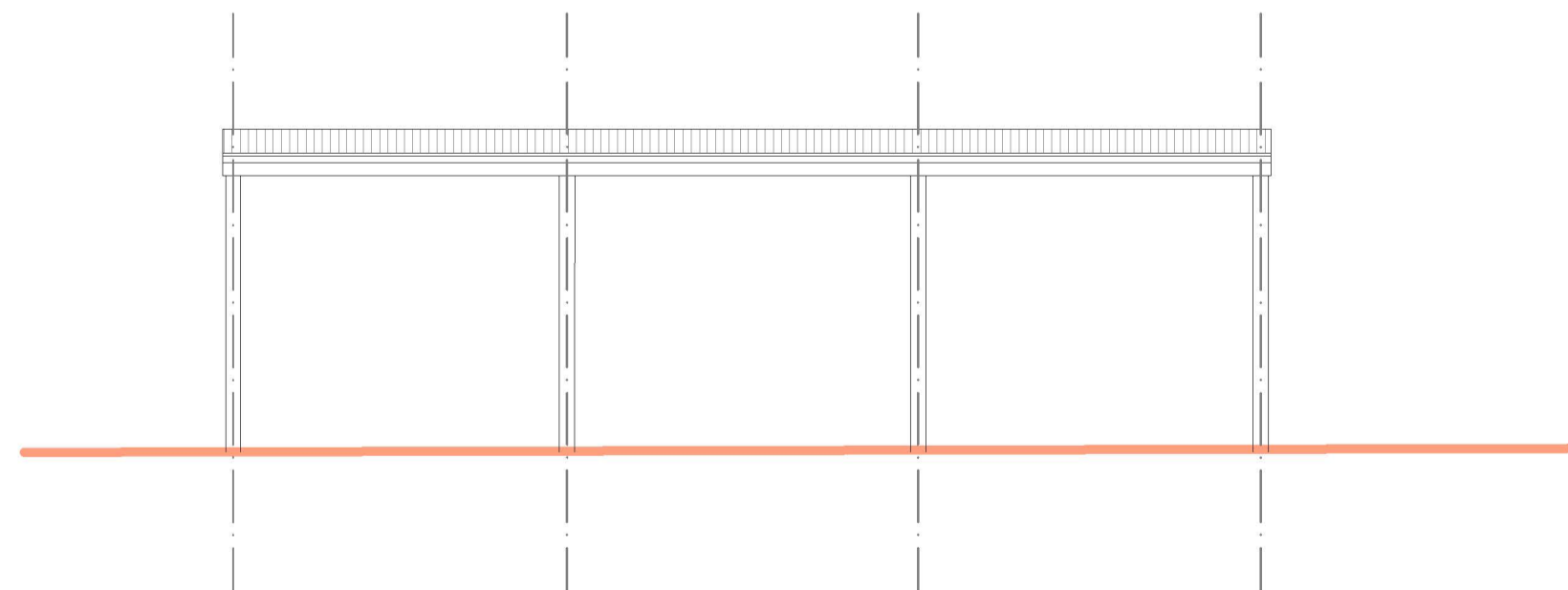
1:100

15 000 height restriction NTS



WEDDING CHAPEL SECTION

1:100



WEDDING CHAPEL ELEVATION

1:100

GENERAL NOTES +

THIS DRAWING IS PROTECTED UNDER THE COPY RIGHT ACT 1956, AND CAN NOT BE USED OR REPRODUCED IN PART OR AS A WHOLE WITHOUT THE AUTHORS CONSENT. ONLY USED FIGURED DIMENSIONS AND DO NOT SCALE FROM DRAWING. CONTRACTORS MUST VERIFY ALL DIMENSIONS AND LEVELS ON SITE BEFORE WORK CAN COMMENCE. ANY AND ALL DISCREPANCIES MUST BE REPORTED TO THE AUTHOR. ALL WORK MUST STRICKLY COMPLY WITH NATIONAL BUILDING REGULATIONS. LEVELS INDICATED ARE FINAL LEVELS.

DEVELOPMENT DATA

No	REVISIONS	DATE
	27 NOV 2024	

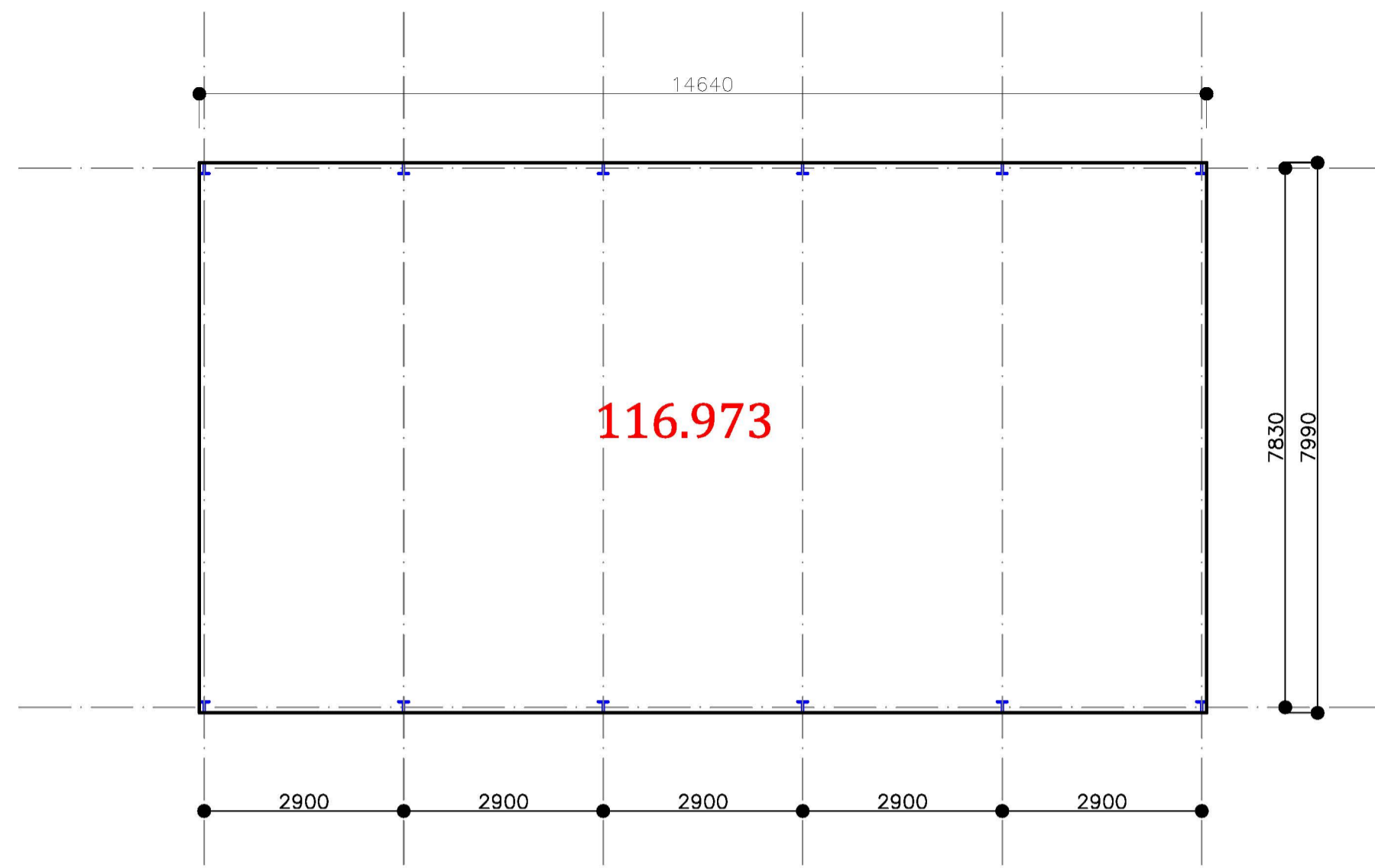
COMPANY :
PAXTON ARCHITECTURAL STUDIO
 pr.st 1163
 Henry Paxton
 Sen. Arch. Technologist
 129 Blombosch
 P. O. Box 2419
 Mossel Bay
 6500
 cell : 0825739449
 e-mail : hpaxton8@gmail.com



PROJECT :
FOR INFORMATION PURP ONLY
 EXISTING VENUE
 FOR PEANUT PROP. TRUST ON
 TRINITY GATE FARM VENUE
 ON PORTION 52/226
 DIEPKLOOF SINKSABRUG

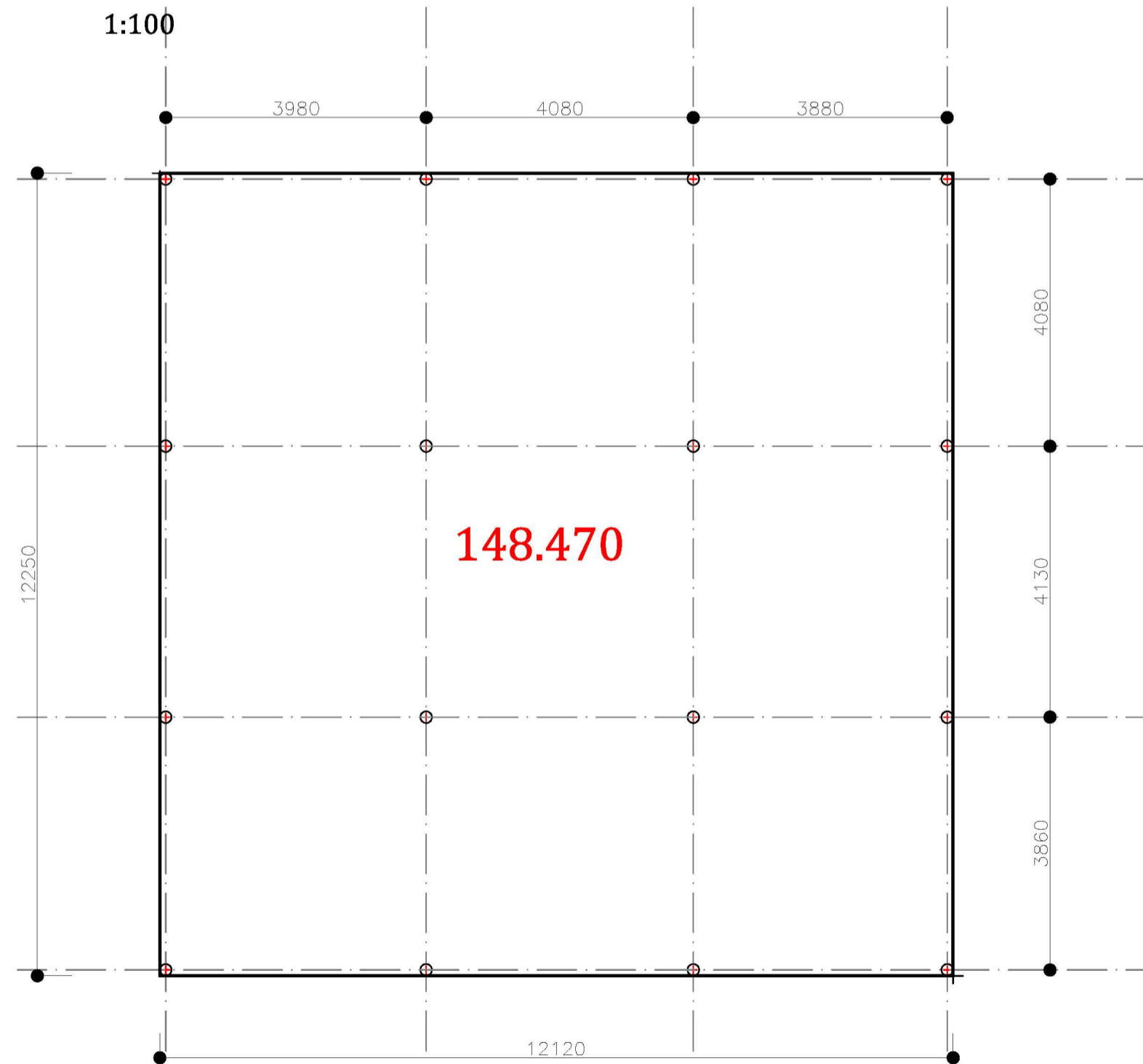
CHAPEL & LEAN-TO

Drawn :	henry paxton	Page:	5
Date:	FEB 2021	Plan no:	71.21
Scale:	1;100,50, A3		



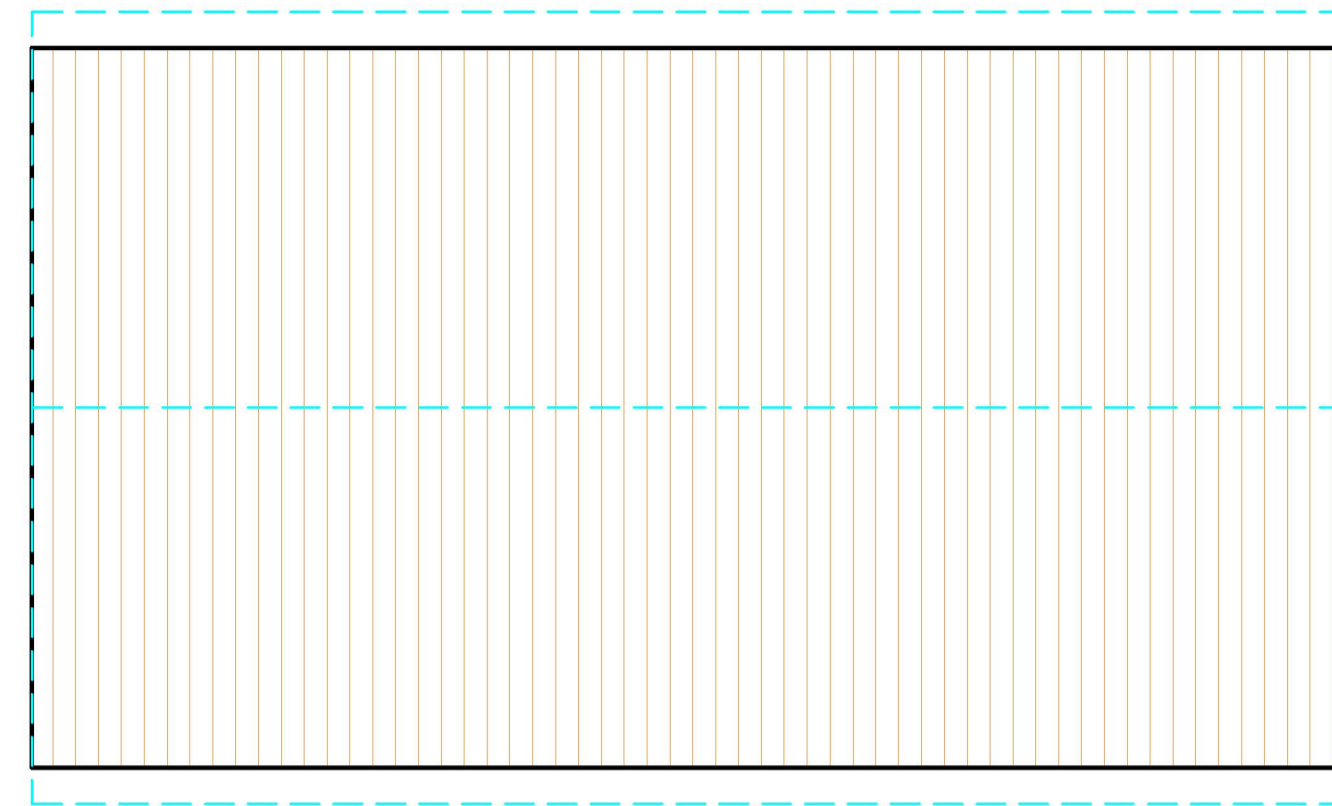
STEEL STRUCTURE

1:100



WEDDING CHAPEL

1:100



GENERAL NOTES +

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DEVELOPMENT DATA

No	REVISIONS	DATE
	27 NOV 2024	

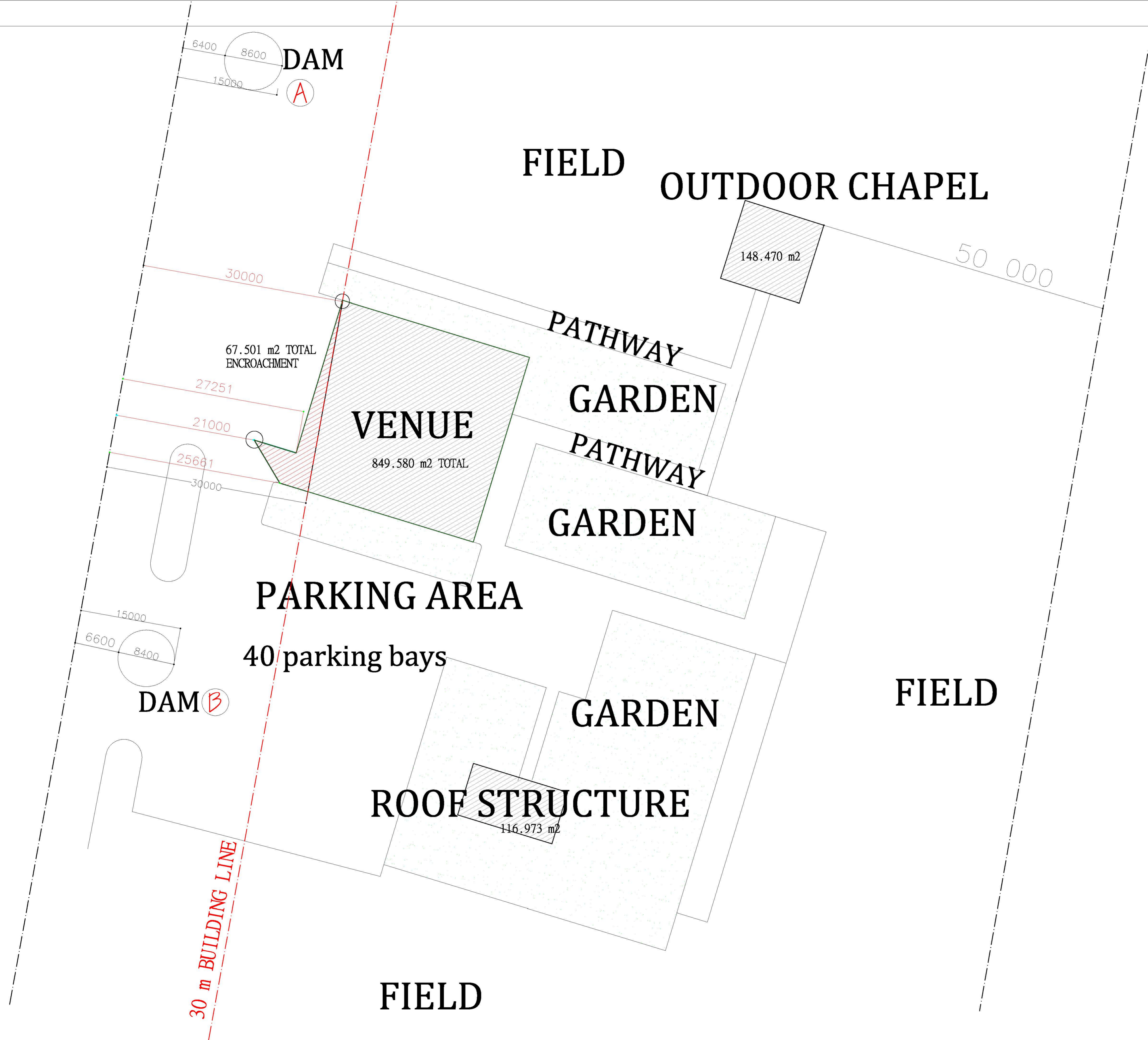
COMPANY :
PAXTON ARCHITECTURAL STUDIO
 pr.st 1163
 Henry Paxton
 Sen. Arch. Technologist
 129 Blombosch
 P. O. Box 2419
 Mossel Bay
 6500
 cell : 0825739449
 e-mail : hpaxton8@gmail.com



PROJECT :
FOR INFORMATION PURP ONLY
 EXISTING CHAPEL & LEAN-TO
 FOR PEANUT PROP. TRUST ON
 TRINITY GATE FARM VENUE
 ON PORTION 52/226
 DIEPKLOOF SINKSABRUG

CHAPEL & LEAN-TO

Drawn :	henry paxton	Page:	4
Date:	FEB 2021	Plan no:	
Scale:	1:100,50, A3		71.21



GENERAL NOTES +
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REVISED DRAWING

No	REVISIONS	DATE
	27 NOV 2024	

COMPANY :
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 Henry Paxton
 Sen. Arch. Technologist
 129 Blombosch
 P. O. Box 2419
 Mossel Bay
 6500
 cell : 0825739449
 e-mail : hpaxton8@gmail.com

PROJECT :
 EXISTING SITE PLAN FOR
 PEANUT PROP. TRUST ON
 TRINITY GATE FARM VENUE
 ON PORTION 52/226
 DIEPKLOOF
 SINKSABRUG

SITE PLAN MAIN VENUE & DAMS

Drawn :	henry paxton	Page:	2
Date:	SEPT 2023	Plan no:	
Scale:	1:150, A3		26.23

ANNEXURE 10



Human Settlements and Planning and Development
E-mail: town.planning.applications@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: **Collab No.: 2345036**

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

Brief proposal: **Application for consent use for a function venue**

Property description: **Diepekloof 226/52, Division George**

Date: **21 July 2022**

Attendees:

	Name & Surname	Organisation	Contact Number	E-mail
Official	Khuliso Mukhovha	George Municipality	044 801 9447	kjmukhovha@george.gov.za
	Jeanne Fourie	George Municipality	044 801 9138	jfourie@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)

- Title Deed
- SG Diagram
- Locality map
- Site plan

Has pre-application been undertaken for a Land Development application with the Department of Environmental Affairs & Development Planning (DEA&DP)?
 (If so, please provide a copy of the minutes)

YES	NO
-----	----

Comprehensive overview of proposal:



Portion 52 of farm Diepekloof 226. Division George is located north-west of George and is located in an agricultural area. In 2017 an approval was given in terms of Section 15(2) (c) of Land Use Planning By-Law for George Municipality, 2015 for temporary departure to allow outbuildings to be utilised on the site as function venue as this was not yet permitted as consent use under past Zoning Scheme regulations. The temporary departure will lapse in September of 2022. It is the intention of the owner to apply for a consent use to allow for a function venue as per the current Zoning Scheme regulations. According to the title deed the property measures 10,957m². Access and all other existing developments and land uses are unchanged. Ample parking is available.

The developer currently proposes the

following:

- Consent use in terms of Section 15(2) (o) of Land Use Planning By-Law for George Municipality, 2015 to allow for a function venue on Portion 52 of the farm Diepekloof 226, Division George.

PART C: QUESTIONNAIRES

SECTION A:

DETERMINATION OF APPLICATION TYPES, PRESCRIBED NOTICE AND ADVERTISEMENT PROCEDURES

Tick if relevant	What land use planning applications are required?	Application fees payable
	2(a) a rezoning of land;	R
	2(b) a permanent departure from the development parameters of the zoning scheme;	R
	2(c) a departure granted on a temporary basis to utilise land for a purpose not permitted in terms of the primary rights of the zoning applicable to the land;	R
	2(d) a subdivision of land that is not exempted in terms of section 24, including the registration of a servitude or lease agreement;	R
	2(e) a consolidation of land that is not exempted in terms of section 24;	R
	2(f) a removal, suspension or amendment of restrictive conditions in respect of a land unit;	R
	2(g) a permission required in terms of the zoning scheme;	R

	2(h)	an amendment, deletion or imposition of conditions in respect of an existing approval;	R
	2(i)	an extension of the validity period of an approval;	R
	2(j)	an approval of an overlay zone as contemplated in the zoning scheme;	R
	2(k)	an amendment or cancellation of an approved subdivision plan or part thereof, including a general plan or diagram;	R
	2(l)	a permission required in terms of a condition of approval;	R
	2(m)	A determination of a zoning;	R
	2(n)	A closure of a public place or part thereof;	R
√	2(o)	a consent use contemplated in the zoning scheme;	R 6 475.00
	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):			R 6 475.00

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			GSDf, 2019
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	Conveyancer certificate required to confirm
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? GIZS, 2017 What is the current zoning of the property? AZI What is the proposed zoning of the property? AZI with a Consent for Function venue				

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

QUESTIONS 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)

QUESTIONS REGARDING CONSENT / COMMENT REQUIRED	YES	NO	TO BE DETERMINED	OBTAIN APPROVAL / CONSENT / COMMENT FROM:
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)
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 waste water:			X	Directorate: Civil Engineering Services
Stormwater:			X	Directorate: Civil

				Engineering Services
Road network:			X	Directorate: Civil Engineering Services
Telecommunication services:			X	
Other services required? Please specify.			X	
Development charges:			X	

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

COMPULSORY INFORMATION REQUIRED:

Y	N	Power of Attorney / Owner's consent if applicant is not owner (if applicable)	Y	N	S.G. noting sheet extract / Erf diagram / General Plan
Y	N	Motivation report / letter	Y	N	Full copy of the Title Deed
Y	N	Locality Plan	Y	N	Site Layout Plan
Y	N	Proof of payment of fees	Y	N	Bondholder's consent

MINIMUM AND ADDITIONAL REQUIREMENTS:

Y	N	Site Development Plan	Y	N	Conveyancer's Certificate
Y	N	Land Use Plan	Y	N	Proposed Zoning plan
Y	N	Phasing Plan	Y	N	Consolidation Plan
Y	N	Abutting owner's consent	Y	N	Landscaping / Tree Plan
Y	N	Proposed Subdivision Plan (including street names and numbers)	Y	N	Copy of original approval letter
Y	N	Services Report or indication of all municipal services / registered servitudes	Y	N	Home Owners' Association consent
Y	N	Copy of Environmental Impact Assessment (EIA) / Heritage Impact Assessment (HIA) / Traffic Impact Assessment (TIA) / Traffic Impact Statement (TIS) / Major Hazard Impact Assessment (MHIA) / Environmental Authorisation (EA) / Record of Decision (ROD) (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

- The pre application meeting dated 21 July 2022 refers. The locality plan and site plan as shown below was submitted with the proposal:

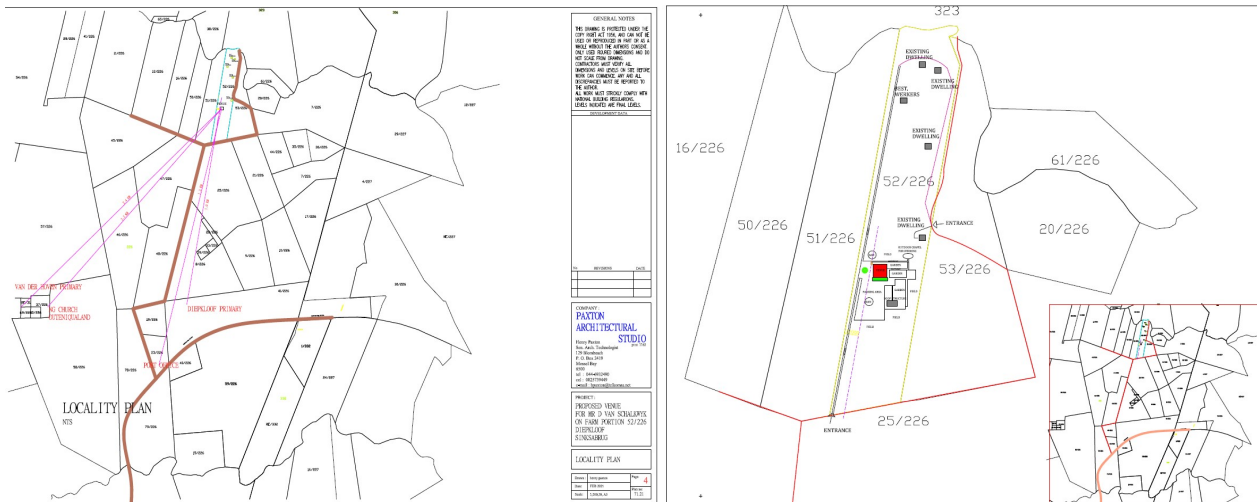


Figure 1: Site and locality plan

Town Planning

- Based on the information provided, town planning cannot foresee any red flags regarding the proposed land use of function venue.
- The applicant should determine if any listed activities are triggered. No development allowed 32m from any waterbody/watercourse.
- Parking should be provided in terms of George Integrated Zoning Scheme, 2017.
- Access to the property must be addressed in the application (District roads or servitude roads)

CES

- No services currently available in the area, and the developer will be required to provide the required services. Should services be expanded to the area, the developer/owner will be required to connect and pay required development charges.

PART F: SUMMARY / WAY FORWARD

- The applicant may submit the application in terms of Section 15(2)(o) of Land Use Planning By-Law for George Municipality, 2015 with reference to the comments in Part E.

OFFICIAL: KHULISO MUKHOVHA
(FULL NAME)

SIGNED:
DATE: 27 JULY 2022

PRE-APPLICANT: Delarey Viljoen
(FULL NAME)

SIGNED:
DATE: 21 JULY 2022

CHECKED BY: JEANNE FOURIE
(FULL NAME)

SIGNED:
DATE: 27 July 2022

**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.*

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: **Collab Ref. No.: 3572688**

Purpose of consultation: **To consult a Municipal town planner on the proposed development**

Brief proposal: **Consent use for a function venue and additional dwelling as well as departures**

Property description: **Diepekloof 226/52, George**

Date: **28/01/2025**

Attendees:

	Name & Surname	Organisation	Contact Number	E-mail
Official	Naudica Swanepoel	George Municipality	044 801 9138	nswanepoel@george.gov.za
	Khuliso Mukhovha	George Municipality	044 801 9477	kimukhovha@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)

- Title Deed
- SG Diagram
- Locality map
- Site plan
- Previous Pre -application

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

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

YES	NO
-----	----

Comprehensive overview of proposal:

A pre-application was previously done for the farm in 2022. The application has become more intricate since then and the previous application is more than 2 years old, thus a new pre application was prepared and is set out hereunder.

The subject farm is located on the north-west side of George, within the agriculture area along Minor Road nr 6852. Portions of the farm are currently developed with existing structures. Some of the existing structures had approved plans, but were altered since their initial submission, therefore new plans for all structures on the property were drawn up. The owner wishes to apply for a consent use for the function venue and the additional dwelling on the farm as well as multiple departures. According to the title deed the property measures as 10.957m².

Figure 1: Locality

The access and other existing developments as well as the land uses are unchanged since it has been constructed.



Parking is supplied on-site.

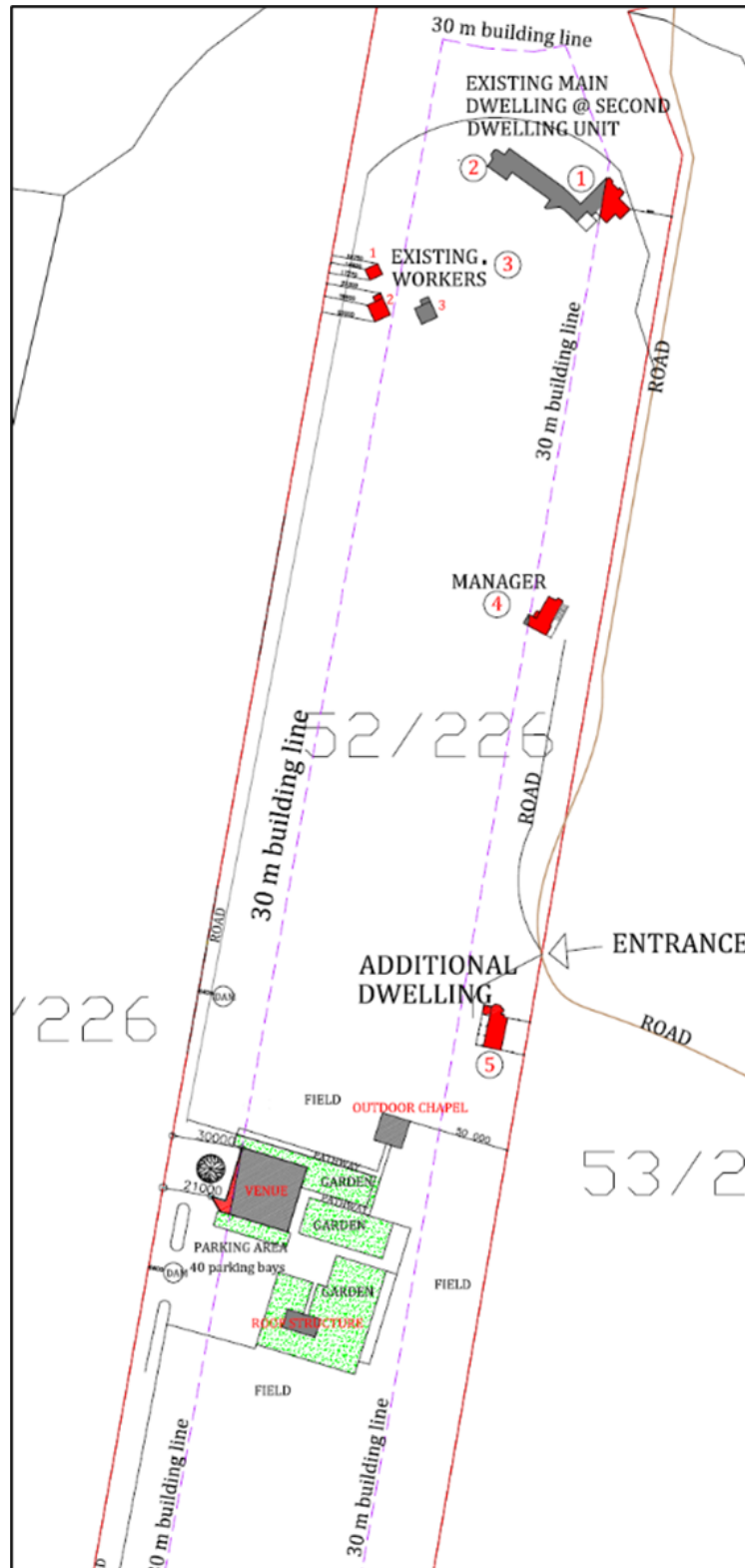


Figure 2: Site Plan

As can be seen in figure 2, multiple building lines are encroached as is indicated in red on the proposed site plan. All structures exist in their current capacity. The farm currently contains, a function venue and ancillary buildings, a main dwelling with a second dwelling attached, four agricultural workers dwellings (one being for the manager) and one additional dwelling.

The developer currently proposes the following:

1. Consent use in terms of Section 15(2) (o) of Land Use Planning By-Law for George Municipality, 2023 to allow for:

- a function venue with ancillary uses
- one additional dwelling unit that is operated as a guesthouse

2. Departure in terms of Section 15(2) (b) of Land Use Planning By-Law for George Municipality, 2023 from the maximum 500m² floor area for a function venue to allow 1097.5m² for the function venue with ancillary buildings.

3. Departure in terms of Section 15(2) (b) of Land Use Planning By-Law for George Municipality, 2023 from the height requirement of 6.5m for the additional dwelling to 7m.

4. Departure in terms of Section 15(2) (b) of Land Use Planning By-Law for George Municipality, 2023 from the following building lines:

- 30m eastern side common boundary building line to:
 - 28.6m, 27m, 24.2m, 22.2m, 19.4m & 26.9m for the main dwelling (nr.1)
 - 17m, 17.1m, 20.1m & 21.6m for the existing manager dwelling (nr.4) and 14.4m & 19.4m for the shade net patio of this dwelling.
 - 13.4m, 12.3m, 11.7m, 11.8m, 11m, 9.5m & 10m for the additional dwelling (nr.5) and 20m & 21m for the lean-to of this dwelling.
- 30m western side common boundary building line to:
 - 21m for the storage room of the function venue
 - 6.6m and 6.4m for the dam structures
 - 14.9m & 17.7m for the workers accommodation (cottage nr.3.1) and 21.3m 24.2m for the shade net patio of this dwelling
 - 18.6m & 23m for the workers accommodation (cottage nr.3.2) and 23.3m & 20.2m for the lean-to of this dwelling.

5. Departure in terms of Section 15(2) (b) of Land Use Planning By-Law for George Municipality, 2023 for the following:

- Relaxation of the 60m² size requirement for agricultural worker accommodation to 63m² for two of the three agricultural worker dwellings.

6. Departure in terms of Section 15(2) (b) of Land Use Planning By-Law for George Municipality, 2023 to allow differences in the architectural styling between the main dwelling and additional dwelling (being applied for with a consent use).

PART C: QUESTIONNAIRES

SECTION A:

DETERMINATION OF APPLICATION TYPES, PRESCRIBED NOTICE AND ADVERTISEMENT PROCEDURES

Tick if relevant		What land use planning applications are required?	Application fees payable
	2(a)	a rezoning of land;	R
v	2(b)	a permanent departure from the development parameters of the zoning scheme;	R
	2(c)	a departure granted on a temporary basis to utilise land for a purpose not permitted in terms of the primary rights of the zoning applicable to the land;	R
	2(d)	a subdivision of land that is not exempted in terms of section 24, including the registration of a servitude or lease agreement;	R
	2(e)	a consolidation of land that is not exempted in terms of section 24;	R
	2(f)	a removal, suspension or amendment of restrictive conditions in respect of a land unit;	R
	2(g)	a permission required in terms of the zoning scheme;	R
	2(h)	an amendment, deletion or imposition of conditions in respect of an existing approval;	R
	2(i)	an extension of the validity period of an approval;	R
	2(j)	an approval of an overlay zone as contemplated in the zoning scheme;	R
	2(k)	an amendment or cancellation of an approved subdivision plan or part thereof, including a general plan or diagram;	R
	2(l)	a permission required in terms of a condition of approval;	R
	2(m)	A determination of a zoning;	R
	2(n)	A closure of a public place or part thereof;	R
v	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):			TBD on submission

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	Motivate George Municipal Spatial Development Framework, 2023
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	Conveyancer certificate required to confirm
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, 2023 What is the current zoning of the property? Agricultural Zone I What is the proposed zoning of the property? Agricultural Zone I with Consent for Function Venue, Additional dwelling & Guesthouse. Does the proposal fall within the provisions/parameters of the zoning scheme? TBD Are additional applications required to deviate from the zoning scheme? (if yes, specify) TBD				

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	Motivate Provincial Spatial Development Framework
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

QUESTIONS REGARDING CONSENT / COMMENT REQUIRED	YES	NO	TO BE DETERMINED	OBTAIN APPROVAL / 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) &

QUESTIONS REGARDING CONSENT / COMMENT REQUIRED	YES	NO	TO BE DETERMINED	OBTAIN APPROVAL / CONSENT / COMMENT FROM:
				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)
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 waste water:			X	Directorate: Civil Engineering Services
Stormwater:			X	Directorate: Civil Engineering Services
Road network:			X	Directorate: Civil Engineering Services
Telecommunication services:			X	
Other services required? Please specify.			X	
Development charges:			X	

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

COMPULSORY INFORMATION REQUIRED:

Y	N	Power of Attorney / Owner's consent if applicant is not owner (if applicable)	Y	N	S.G. noting sheet extract / Erf diagram / General Plan
Y	N	Motivation report / letter	Y	N	Full copy of the Title Deed
Y	N	Locality Plan	Y	N	Site Layout Plan
Y	N	Proof of payment of fees	Y	N	Bondholder's consent

MINIMUM AND ADDITIONAL REQUIREMENTS:

Y	N	Site Development Plan	Y	N	Conveyancer's Certificate
Y	N	Land Use Plan		N	Proposed Zoning plan
Y	N	Phasing Plan	Y	N	Consolidation Plan
Y	N	Abutting owner's consent	Y	N	Landscaping / Tree Plan
	N	Proposed Subdivision Plan (including street names and numbers)	Y	N	Copy of original approval letter
Y	N	Services Report or indication of all municipal services / registered servitudes	Y	N	Home Owners' Association consent
Y	N	Copy of Environmental Impact Assessment (EIA) / Heritage Impact Assessment (HIA) / Traffic Impact Assessment (TIA) / Traffic Impact Statement (TIS) / Major Hazard Impact Assessment (MHIA) / Environmental Authorisation (EA) / Record of Decision (ROD)	Y	N	1 : 50 / 1:100 Flood line determination (plan / report)
Y	N	Other (specify)	Y	N	Required number of documentation copies

Civil Engineering Services

- **Access** is from non-municipal road network. The developer to obtain permission from the applicable road authority. Access is permitted in accordance with the George Integrated Zoning Scheme (GIZS) 2023 regulations.
- All **parking** must be **provided on-site**, in compliance with the **GIZS parking requirements** (PT1 ratios may be applied). **No parking** is allowed within the **road reserve**, and the owner may be **held liable** for any costs incurred to prevent unauthorized parking in this area. The **previous development approval** and its **legal status** should be noted.
- Normal **Development Charges** (DCs), if applicable, will be levied in accordance with the DC policy and the applicable By-law and / or policy.
- **No water and sewer services** available in the area. Any required services will have to be provided by the developer at the developer's costs.
- **Stormwater**: The developer must ensure full compliance with the **relevant Stormwater By-law**.

Electrotechnical Services

- Property is located in Eskom Area of Supply; the applicant to liaise directly with Eskom in this regard.

PART F: SUMMARY / WAY FORWARD

- The applicant may proceed to submit an application that addresses all issues raised in Part E above.

OFFICIAL: KHULISO MUKHOVHA

SIGNED:



DATE: 31 JANUARY 2025

PRE-APPLICANT: DELAREY VILJOEN

SIGNED:



DATE: 28/01/2025

OFFICIAL: NAUDICA SWANEPOEL

SIGNED:



DATE: 31 JANUARY 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 be deemed necessary.*

ANNEXURE 11

Richard McKnight

From: Cor Van der Walt <Cor.VanderWalt@westerncape.gov.za>
Sent: Friday, 07 February 2025 6:05 PM
To: Richard McKnight
Subject: RE: Diepekloof 226/52 - Arbeider Huise

Follow Up Flag: Follow up
Flag Status: Flagged

Richard

In kort werk binne die raamwerk:

10 ha –

a) 1 addisionele huis,

b) 1 primêre woning,

c) 1 bestuurdershuis of tweede woning soos per spesifieke munisipaliteit, As so person altwee funksies janteer (plaas en venue) kan ' "dual" funksie seker aanvaar word.

d) om arbeidershuise te regverdig is nie altyd maklik nie. Ons aanvaar as algemene vertrekpunt 1 in alle gevalle. Daarna moet dit gemotiveer word aan die hand van Bona-fide Boerdery aktiwiteite.

e) Vergunningsgebruike kry nie arbeidershuise nie, slegs bona-fide landbou.

Groete/Kind regards

Cor van der Walt (*Pr.Sci.Nat; SACNASP reg no. 400120/13*)

Manager: Sub-Programme: Land Use Management

Programme: Sustainable Resource and Use Management

Western Cape Department of Agriculture

Private Bag X 1

ELSENBURG

7607

Ground Floor, Main Building, Muldersvlei Road Elsenburg

GPS Co-ordinates Elsenburg Head Office: 33.845259 S 18.834722 E

Telephone: (021) 808 5099

Email: Cor.VanderWalt@westerncape.gov.za

Departmental Website: <https://www.elsenburg.com>

Provincial Website: <https://www.westerncape.gov.za>



From: Richard McKnight <richard@delplan.co.za>

Sent: Friday, February 7, 2025 2:55 PM

To: Cor Van der Walt <Cor.VanderWalt@westerncape.gov.za>

Subject: Diepekloof 226/52 - Arbeider Huise

Goeiemiddag Cor,

Ek verwys na die gesprek tussen jou en Delarey oor die 3 klein arbeider huise op hierdie plaas, waar ons ook aansoek doen vir n onthaal saal.

Die plaas meet 10,9057ha en het beeste en skape wat op die plaas verkeer, daar is ook Lusern op sekere stukke wat verwerk word.

Ons moet blykbaar 'n toestemming brief VIR DIE ARBEIDER HUISE vanaf julle kry voordat ons eens die aansoek mag in dien. Sal julle ons asseblief hiermee help ?

Omdat die eienaar baie keer oorsee gaan het hulle n bestuurder huis wat die dag tot dag operasies hanteer as ook betrokke is by die onthaal saal.

Die hele aansoek gaan natuurlik ook na julle gesirkuleer word in Publieke deelname ook rakende die onthaal saal, addisionele wooneenheid ens.

Vriendelike groete /
Kind regards

Richard McKnight



URBAN & REGIONAL
PLANNERS



[@richard@delplan.co.za](mailto:richard@delplan.co.za)

☎ 044 873 4566

📠 086 616 3079

✉ PO BOX 9956, George,
6530

📍 79 Victoria Street,
George, 6529

www.delplan.co.za

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Richard McKnight

From: Richard McKnight
Sent: Friday, 14 February 2025 1:02 PM
To: Richard McKnight
Subject: FW: Diepekloof 226/52, George - Heritage Worthiness

From: Stephanie Barnardt <Stephanie.Barnardt@westerncape.gov.za>
Sent: Friday, 14 February 2025 12:10 PM
To: Richard McKnight <richard@delplan.co.za>
Subject: RE: Diepekloof 226/52, George - Heritage Worthiness

Good day Richard

I hope you are well,
According to the George survey and maps the farm in question is Area (m²):114186.59

There are a number of NID triggers that include the following
Section 38(1)(a) Construction of a road, wall, powerline, pipeline, canal or other similar form of linear development or barrier over 300m in length. – **Is there any such development been proposed?**

Section 38(1)(b) Construction of a bridge or similar structure exceeding 50m in length. – **no, from the SDP provide**

Section 38(1)(c) Any development or activity that will change the character of a site: - **no, as the proposed development is in keeping with the existing context.**

(i) exceeding 5 000m² in extent. –

(ii) involving three or more existing erven or subdivisions thereof.

(iii) involving three or more erven or divisions thereof which have been consolidated within the past five years.

*If (i), (ii) and/or (iii) are marked above, describe how the development will change the character of the site

Form B – Section 38 Notification of Intent to Develop (NID) – there is a river course nearby that could trigger NEMA however section 38(1)(c) does not apply therefore this section isn't applicable.

Section 38(1)(d) Rezoning of a site exceeding 10 000m² in extent. – **is the site been rezoned?**

Other triggers e.g., in terms of other legislation (NEMA, etc.) – Describe the details:

I don't see any other trigger if S38(1)(d) and 38(1)(a) is a no, then there is no need for NID application.

Please use this email as confirmation of such.

Thank you.

Kind regards,

Important notices:

Unauthorized work: S51 letters

2025 Calendar

Application forms 2024: [Applications Link](#)

[Notice](#)

Stephanie-Anne Barnardt-Delport
Specialist Heritage Officer (Archaeologist)(Professional ASAPA Member: 745)
Heritage Western CapeTel: (+27) 021 829 3315

Heritage Resource Management Services
Protea Assurance Building Greenmarket Square, Cape Town

Website: www.hwc.org.za / www.westerncape.gov.za



From: Richard McKnight <richard@delplan.co.za>
Sent: Thursday, February 13, 2025 12:28 PM
To: Stephanie Barnardt <Stephanie.Barnardt@westerncape.gov.za>
Subject: RE: Diepekloof 226/52, George - Heritage Worthiness

Hi Stephanie,

Please excuse my lack of knowledge, I just need to find out some info from you so PLEASE bear with me.

I am assuming you are referring to an application with regards to a Notice of intent to develop (NID)??

Can we as town planners ask you to check if the farm falls within a designated Heritage area or if Heritage resources are triggered? By providing you with a site plan as attached ? No NID was submitted as we do not know if anything is heritage worthy, is this something you or Waseefa could perhaps confirm somehow ? do you perhaps require our full motivational report ?

Ons this farm, for instance, we are applying for a function venue with an additional dwelling. The farm contains three worker houses as well as a managers house. The farm also has a large main dwelling with approved plans from 1984.

As I said, I am trying to get a sense of how you operate for future reference. Usually, the heritage practitioner provides us with a letter but he directed us directly to you for this enquiry.

Apologies for the long email, but please could you be of some assistance ?

Vriendelike groete /
Kind regards

Richard McKnight

 richard@delplan.co.za



☎ 044 873 4566
📠 086 616 3079
✉ PO BOX 9956, George,
6530
📍 79 Victoria Street,
George, 6529
🌐 www.delplan.co.za

From: Stephanie Barnardt <Stephanie.Barnardt@westerncape.gov.za>
Sent: Thursday, 13 February 2025 7:41 AM
To: Richard McKnight <richard@delplan.co.za>
Subject: RE: Diepekloof 226/52, George - Heritage Worthiness

Good day Richard

I hope you are well,

I am not picking up past application.
Apologies, could not be more helpful.

Thanks

Kind regards,

Important notices:

Unauthorized work: S51 letters

2025 Calendar

Application forms 2024: [Applications Link](#)

[Notice](#)

Stephanie-Anne Barnardt-Delport
Specialist Heritage Officer (Archaeologist)(Professional ASAPA Member: 745)
Heritage Western CapeTel: (+27) 021 829 3315

Heritage Resource Management Services
Protea Assurance Building Greenmarket Square, Cape Town

Website: www.hwc.org.za / www.westerncape.gov.za



From: Richard McKnight <richard@delplan.co.za>
Sent: Friday, February 7, 2025 3:15 PM
To: Waseefa Dhansay <Waseefa.Dhansay@westerncape.gov.za>
Cc: Stephanie Barnardt <Stephanie.Barnardt@westerncape.gov.za>
Subject: Diepekloof 226/52, George - Heritage Worthiness

Good afternoon Waseefa,

We are doing an application on this farm and were advised by a heritage practitioner to confirm with you if any listed activities in terms of section 34 & 38 of the HRA, or otherwise, could be found relevant to this farm ?

Could you please be of assistance ?

Vriendelike groete /
Kind regards

Richard McKnight



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[@richard@delplan.co.za](mailto:richard@delplan.co.za)
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ANNEXURE 12



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

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

PART A: APPLICANT DETAILS

First name(s)	Delarey				
Surname	Viljoen				
SACPLAN Reg No. (if applicable)	A/1021/1998				
Company name (if applicable)	DELPLAN Consulting				
Postal Address	Po Box 9956				
	George	Postal Code	6530		
Email	planning@delplan.co.za				
Tel	044 873 4566	Fax	044 873 4568	Cell	082 808 9624

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

Registered owner	Peanut Property Trust				
Address	n/a				
	n/a	Postal code	n/a		
E-mail	david@thewinnersgroup.com				
Tel		Fax		Cell	082 927 2606

PART C: PROPERTY DETAILS (in accordance with Title Deed)									
Property Description [Erf / Erven / Portion(s) and Farm number(s), allotment area.]	Diepekloof 226/52								
Physical Address	Sinksabrug, George, South Africa								
GPS Coordinates	Lat: -33.984325 Lon: 22.309175			Town/City	George				
Current Zoning	Agricultural Zone I		Extent	10,9057ha		Are there existing buildings?	Y	N	
Current Land Use	Function Venue								
Title Deed number & date	T72937/14								
Any restrictive conditions prohibiting application?	Y	N	If Yes, list condition number(s).						
Are the restrictive conditions in favour of a third party(ies)?	Y	N	If Yes, list the party(ies).						
Is the property encumbered by a bond?	Y	N	If Yes, list Bondholder(s)?						
Has the Municipality already decided on the application(s)?	Y	N	If yes, list reference number(s)?						
Any existing unauthorized buildings and/or land use on the subject property(ies)?	Y		If yes, is this application to legalize the building / land use?				Y		
Are there any pending court case / order relating to the subject property(ies)?	Y	N	Are there any land claim(s) registered on the subject property(ies)?				Y	N	
PART D: PRE-APPLICATION CONSULTATION									
Has there been any pre-application consultation?	Y	N	If Yes, please complete the information below and attach the minutes.						
Official's name	Jeanne Fourie Naudica Swanepoel		Reference number	Collab No. 2345036 Collab No.: 3572688		Date of consultation	21 July 2022 30 January 2025		

PART E: LAND USE APPLICATIONS IN TERMS OF SECTION 15 OF THE LAND USE PLANNING BY-LAW FOR GEORGE MUNICIPALITY & APPLICATION FEES PAYABLE

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

BANKING DETAILS

Name: George Municipality
Bank: First National Bank (FNB)
Branch no.: 210554
Account no.: 62869623150
Type: Public Sector Cheque Account
Swift Code: FIRNZAJJ
VAT Registration Nr: 4630193664
E-MAIL: msbrits@george.gov.za
***Payment reference:** Diepekloof 226/52

PART F: DETAILS OF PROPOSAL

Brief description of proposed development / intent of application:

The application entails the following:

1. Consent use in terms of Section 15(2) (o) of Land Use Planning By-Law for George Municipality, 2023 to allow for:

- a function venue with ancillary uses
- one additional dwelling unit

2. Departure in terms of Section 15(2) (b) of Land Use Planning By-Law for George Municipality, 2023 entailing the following:

- departure from the maximum 500m² floor area for a function venue to allow 1097.5m² for the function venue with ancillary buildings.
- departure from the height requirement of 6.5m for the additional dwelling to 7m.
- relaxation of the 60m² size requirement for agricultural worker accommodation to 63m² for two of the three agricultural worker dwellings.
- departure to allow differences in the architectural styling between the main dwelling and additional dwelling (being applied for with a consent use).

3. Departure in terms of Section 15(2) (b) of Land Use Planning By-Law for George Municipality, 2023 from the following building lines:

- 30m eastern side common boundary building line to:
 - 28.6m, 27m, 24.2m, 22.2m, 19.4m & 26.9m for the main dwelling (nr.1)
 - 17m, 17.1m, 20.1m & 21.6m for the existing managers dwelling (nr.4) and 14.4m & 19.4m for the shade net patio of this dwelling.
 - 13.4m, 12.3m, 11.7m, 11.8m, 11m, 9.5m & 10m for the additional dwelling (nr.5) and 20m & 21m for the lean-to of this dwelling.
- 30m western side common boundary building line to:
 - 21m for the storage room of the function venue
 - 6.6m and 6.4m for the dam structures
 - 14.9m & 17.7m for the workers accommodation (cottage nr.3.1) and 21.3m 24.2m for the shade net patio of this dwelling
 - 18.6m & 23m for the workers accommodation (cottage nr.3.2) and 23.3m & 20.2m for the lean-to of this dwelling.

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

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

Is the following compulsory information attached?

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

Minimum and additional requirements:

Y	N	N/A	Conveyancer's Certificate	Y	N	N/A	Land Use Plan / Zoning plan
Y	N	N/A	Proposed Subdivision Plan (including street names and numbers)	Y	N	N/A	Phasing Plan
Y	N	N/A	Consolidation Plan	Y	N	N/A	Copy of original approval letter (if applicable)
Y	N	N/A	Site Development Plan	Y	N	N/A	Landscaping / Tree Plan
Y	N	N/A	Abutting owner's consent	Y	N	N/A	Home Owners' Association consent
Y	N	N/A	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) <i>(strikethrough irrelevant)</i>	Y	N	N/A	1 : 50 / 1:100 Flood line determination (plan / report)
Y	N	N/A	Services Report or indication of all municipal services / registered servitudes	Y	N	N/A	Required number of documentation copies 2 copies
Y	N	N/A	Any additional documents or information required as listed in the pre-application consultation form / minutes	Y	N	N/A	Other (specify)

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

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

SECTION I: DECLARATION

I hereby wish to confirm the following:

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

Applicant's signature:



Date:

19/02/2025

Full name:

DELAREY VILJOEN

Professional capacity:

PROFESSIONAL PLANNER

SACPLAN Reg. Nr:

A/1021/1998