

FOR SALE PER TENDER:

LAND WITH DEVELOPMENT POTENTIAL AT FRANSCHHOEK

OFFERS: PURCHASE OF ERF 579 FRANSCHHOEK, IN EXTENT: 2,5695 HA

Offers for the purchase of the abovementioned property are hereby awaited.

Offers must be on the prescribed tender forms which are available from Bossie Minnaar (083 270 5211), Dirkie van Niekerk (082 805 5533) or Marius de Jager (082 774 5740).

Closing date: 20 July 2018 at 11:45.

Written offers in sealed envelopes, clearly marked "Erf 579", must be delivered to the offices of Van der Spuy & Partners, 36 Thom Street, Paarl on or before 11:45 on 20 July 2018 and will be opened in public at 12:00.

The Dutch Reformed Church in South Africa reserves the right to accept any or no offer, in its sole discretion.

The Property does have development potential. Other than an excellent location, no development rights have been allocated to the Property.

Enquiries regarding the erf can be addressed to Bossie Minnaar (083 270 5211; bossie@kaapkerk.co.za), Dirkie van Niekerk (082 805 5533; niekebou@iafrica.com), or Marius de Jager (082 774 5740; marius@vdslegal.co.za).

OFFER TO PURCHASE

I, the undersigned,

Identity Number / Registration Number: _____

Marital status: Unmarried / Married in/out of community of property (*delete if not applicable*)

(Please attach valid resolution in the case of an entity (i.e. not a natural person) making this offer.)

hereby offer to purchase the following property, being

Erf 579 Franschhoek
In the Stellenbosch Municipality
Division of Paarl,
Province of the Western Cape
In extent: 2,5695 ha

Held in terms of Deed of Transfer T22495/1972

from the Dutch Reformed Church in South Africa

at the purchase price of R _____ (_____
_____ Rand) payable as
set out in the attached Deed of Sale.

The purpose for which the property is being bought, is as follows: _____

I acknowledge that the offer to purchase will be subject to the attached draft Deed of Sale, which contains the terms of the sale between the Seller and myself. I have considered and understand the contents of the draft agreement and initialled every page with the witnesses.

This offer will be irrevocable for a period of four months from 3 August 2018. During this period, the Seller can accept this offer by signing same, which will result in a valid agreement of sale between the Offeror and the Seller.

Thus signed at _____ on this _____ day of _____
20____.

As Witnesses:

1. _____
2. _____

Acceptance

This offer is hereby accepted by the Dutch Reformed Church in South Africa, herein represented by Andries Hendrik Minnaar, which results in a binding deed of sale between the Parties in terms of this documentation hereto annexed.

Thus signed at _____ on this _____ day of _____
20____.

As Witnesses:

1. _____
2. _____

A H MINNAAR

DEED OF SALE



Van der Spuy & Partners

member of the phatshoane henney group of associated firms

PAARL

☒ 218 ☎ +27 21 860 1240 FAX: +27 21 86 666 8038

DEED OF SALE

As entered into between the

DUTCH REFORMED CHURCH IN SOUTH AFRICA

herein represented by Andries Hendrik Minnaar, who warrants his authority thereto,

of the Synodic Office, 5 De Lange Street, Bellville 7530 (Postal address: Private Bag X 8, Bellville 7535)

which address shall serve as his domicilium citandi et executandi) –

Hereinafter called the SELLER, of the one part, and

THE SUCCESSFUL TENDERER

REGISTRATION NUMBER:

herein represented by _____, who warrants his authority thereto,

of _____

(Which address shall serve as his domicilium citandi et executandi) –

Hereinafter called the PURCHASER, of the other part.

The SELLER acknowledges and declares that he has this day sold to the PURCHASER, who acknowledges and declares that he has purchased from the SELLER:

Erf 579 Franschhoek
In the Stellenbosch Municipality
Division Paarl,
Province of the Western Cape

In extent: 2,5695 ha

Held in terms of T22495/1972

[hereafter called the "Property"]

subject to the following terms and conditions:

1. PURCHASE PRICE

The Purchase Price of the abovementioned Property is the sum of R _____
(_____), exclusive of Value Added Tax (VAT), if applicable, which said amount the PURCHASER hereby promises and undertakes to pay to the SELLER or his/their order at his above address in cash and free of any bank charges in the following manner:

- 1.1 A deposit of 10% within 10 days from signature hereof, which amount shall be retained by the SELLER'S conveyancer in trust in an interest bearing account for the benefit of the PURCHASER until registration of transfer; and
- 1.2 The balance of the Purchase Price plus VAT against registration of transport.
- 1.3 As the PURCHASER is not registered for VAT it is not anticipated that VAT will be payable. However, if for any reason whatsoever it is determined that VAT on the Purchase Price will be payable, it will be payable by the PURCHASER to the SELLER on demand.

2. POSSESSION AND OCCUPATION

Possession and occupation of the abovementioned Property shall be given by the SELLER to the PURCHASER and taken by the PURCHASER on date of registration of transfer from which date all risk pertaining to the Property shall pass to the PURCHASER.

3. TRANSFER

Transfer of the Property shall as soon as possible be passed by the conveyancers nominated by the SELLER in favour of the PURCHASER who shall, within 30 days after written notice by the SELLER to the PURCHASER that his offer has been accepted, furnish to the conveyancer a bank or other approved guarantee for payment of the Purchase Price in terms of paragraph 1 above.

4. THE PROPERTY

The SELLER sells the abovementioned Property subject to the existing Deed of Transfer and diagram in respect thereof and subject to all such conditions and servitudes as are applicable to the Property in terms of such Deed of Transfer, other Deeds or Agreements. The SELLER shall not be responsible for any deficiency in the extent on resurvey of the Property and shall not benefit from any eventual excess. The SELLER shall not be obliged to point out any beacons.

5. VOETSTOOTS

The SELLER sells and the PURCHASER buys the aforementioned Property with all buildings and improvements thereon voetstoots and in the condition which they are at present. The SELLER shall not be liable for any defects whether patent or latent and it is hereby agreed and declared that no guarantees whether express or implied have been given in respect of the abovementioned Property. The PURCHASER declares that he/she/they is/are fully aware of and satisfied with the condition and state of the Property.

6. COSTS

The PURCHASER is liable for payment of the normal transfer costs, including transfer duty (if no VAT is payable in terms of clause 1.3 above), which amounts are payable to the firm mentioned in clause 3 above on demand. The PURCHASER will also be liable for Property tax from date of registration.

7. ESTATE AGENT

The SELLER places on record that no estate agent was involved in this transaction on his behalf and under no circumstances will he be held liable for payment of any commission.

8. WARRANTIES

The SELLER warrants the following –

- 8.1 No option to buy or sell this Property exists or has been given by the SELLER to any party and no such option will be given to any other person before date of transfer.

- 8.2 the SELLER is the sole and undisputed owner of the Property and it is transferred to the PURCHASER free of any bond.
- 8.3 the SELLER will not register any bond over the Property prior to transfer.
- 8.4 to the best of the SELLER's knowledge, no land claim with regard to the Property exists at the Department of Rural Development and Land Reform;
- 8.5 the best of the SELLER's knowledge no other party has any rights with regards to the Property, other than described in the Deed of Transfer.

9. BREACH

Should the PURCHASER fail to comply with any of the terms of this agreement within ten (10) days after having received a written demand from the SELLER so to do, the SELLER shall in addition to his right to claim specific performance have the right without recourse to the Court, to cancel this agreement and take repossession of this Property in which event any amounts paid by the PURCHASER shall accrue to the SELLER as damages without prejudice to the right of the SELLER to claim further damages or to such other remedies as he/they may have by law. As from the date of expiry of the demand, the PURCHASER shall in any event be liable for interest at the maximum rate in terms of the National Credit Act as amended from time to time.

10. NO WAIVER

No addition to or variation, novation or amendment of this agreement and no waiver of any right arising from this agreement or its breach or termination, nor any relaxation or indulgence granted, shall be of any force or effect unless reduced to writing and signed by all the parties or their duly authorised representatives.

11. EMPLOYEES

The Parties confirm that the PURCHASER will not take over any of the existing employees of the SELLER and the SELLER further confirms that no employee is currently employed on the Property.

12. SURETY AND CO-PRINCIPAL DEBTOR

The person making this offer on behalf of an entity (other than a natural person) hereby interpose and bind himself as surety and co-principal debtor on behalf of the PURCHASER to and in favour of the SELLER for all obligations of the PURCHASER under the Deed of Sale herein contained, in particular for all monies that may be due, including damages from whatever cause arising from this Deed of Sale, under renunciation of the benefits of excussion. In the event of this agreement being executed on behalf of a juristic entity then such person executing the agreement shall be personally liable should the juristic entity not accept or ratify this agreement and in any event hereby guarantees the compliance by the juristic entity with all the conditions and terms of this agreement.

(Only applicable if the Property is bought by an entity other than a natural person.)

13. SERVICES

The SELLER makes no representation or guarantee regarding any municipal services to or reticulation thereof on the Property.

Any Certificate of Compliance necessary for transfer or any other purpose, will be obtained at the cost of the PURCHASER.

14. ANNEXURES

The following Annexures are attached as hereinafter set out, and forms part of this Deed of Sale.

Annexure A: Valuation

Annexure B: Conveyancer's Certificate

Annexure C: Deed of Transfer

Annexure D: Application for inclusion in the borders of Stellenbosch Municipality;

Annexure E: Site Plan

THUS DONE AND SIGNED in the presence of the undersigned witnesses:

SIGNED at _____ on this _____ day of _____ 20__.

AS WITNESSES :

1. _____

2. _____

**Duly authorized by the DUTCH
REFORMED CHURCH IN SOUTH
AFRICA**

SIGNED at _____ on this _____ day of _____ 20__.

AS WITNESSES :

1. _____

2. _____

**Duly authorized by the SUCCESSFUL
TENDERER and as Surety and Co-
Principal Debtor**



STELLENBOSCH
 STELLENBOSCH • PNIEL • FRANSCHHOEK
 MUNICIPALITY • UMASIPALA • MUNISIPALITEIT



2016/11/14

TO/AAN: Ned Ger Kerk In Suid-Afrika
 Privaatsak X8
 BELLVILLE
 7535

GENERAL VALUATION 2017 - 2021 ALGEMENE WAARDASIE

ERF/ERF: FH579

AREA/GROOTTE (m²): 25695

SITUATED AT/GELEë TE: Lambrechts 5

ENTITY/ENTITEIT	CATEGORY/KATEGORIE	Tariff/Tarief	VALUATION/WAARDASIE
			Current Total/Huidige Totaal: R 1 542 000
Primary	Business	RELIG	New Total/Nuwe Totaal: R 5 423 000

Notice is hereby given in terms of Section 49(1)(a)(i) of the Local Government: Municipal Property Rates Act, 2004 (Act 6 of 2004), hereinafter referred to as the "Act", that the Valuation roll for the financial years 2017-07-01 to 2021-06-30 is open for public inspection at the various Municipal offices or at the council's website www.stellenbosch.gov.za from 2016-11-17 to 2017-01-11.

An Invitation is hereby made in terms of Section 49(1)(a)(ii) of the Act that any owner of property or other person who so desires should lodge an objection with the Municipal Manager in respect of any matter reflected in, or omitted from, the Valuation roll within the above-mentioned period. Attention is specifically drawn to the fact that in terms of Section 50(2) of the Act an objection must be in relation to a specific individual property and not against the Valuation roll as such. The prescribed forms for the lodging of an objection is available on the website www.stellenbosch.gov.za or is obtainable at the following Municipal offices:

Municipal Offices: Plein Street, Stellenbosch :: Huguenote Road, Franschhoek :: Main Road, Pniel

Kennis geskied hiermee kragtens die bepalings van Artikel 49(1)(a)(i) van die Plaaslike Owerhede: Munisipale Eiendomsbelasting Wet, 2004 (Wet 6 van 2004) hierna verwys as die "Wet" dat die Waardasielyst vir die boekjare 2017-07-01 tot 2021-06-30 ter insae lê vir openbare inspeksie by die onderskeie Munisipale kantore sowel as die raad se webwerf by www.stellenbosch.gov.za vanaf 2016-11-17 tot 2017-01-11.

Geliewe kennis te neem dat enige eienaar van vaste eiendom of enige ander persoon kragtens die bepalings van Artikel 49(1)(a) (ii) van die Wet 'n beswaar binne bovermelde tydperk kan indien by die Munisipale Bestuurder ten opsigte van enige aangeleentheid of uitsluiting rakende die eiendomswaardasielyste.

U aandag word spesifiek gevestig op die bepalings van Artikel 50(2) van die Wet wat bepaal dat 'n beswaar na 'n spesifieke eiendom moet verwys en nie na die Waardasielyst sodanig nie. Die voorgeskrewe beswaarvorms is beskikbaar op die webwerf www.stellenbosch.gov.za en by die onderstaande Munisipale kantore:

Munisipale Kantore: Pleinstraat, Stellenbosch :: Huguenotestraat, Franschhoek :: Hoofstraat, Pniel

Period to lodge an objection / Periode vir die indien van 'n beswaar: 2016-11-17 to/tot 2017-01-11

Office hours for enquiries / Kantoore vir navrae: 08h00-16h00

The completed forms must be returned to: M Blaauw, P O Box 17, STELLENBOSCH, 7559

Die voltooië vorms moet gestuur word aan : M Blaauw, Posbus 17, STELLENBOSCH, 7559

(Tel: 021 808 8662 or/of 021 808 8515) (Fax: 086 515 1428) E-Mail : valuations@stellenbosch.gov.za

R BOSMAN

Acting : MUNICIPAL MANAGER

Waarnemende : MUNISIPALE BESTUURDER

DE KLERK VAN GEND

Attorneys Prokureurs

Alisa Bank Gebou Adderleystraat 132 Knapstad 8001 Posbus 1857 Kaapstad 8000
Docex 33 Tel (021) 424-9200 Aktes Faks (021) 423-4590 Hofafd. Faks (021) 423-6628 e.pos:jmoller@dkvg.co.za
De Klerk & Van Gend Ingelyf · Reg Nr 1997/016509/21
DTW Reg No. 4590101541

DS J BOTHA
KOMMISSIE VIR GETUIENIS AKSIE
PRIVAATSAK X8
BELLVILLE
7535

Ons Verw.
HP5/Joany/K313

U Verw.

Datum
22 Mei 2007

TELEFAKS : (021) 957 7131

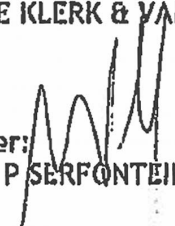
Geagte menere

AKTEBESORGERSERTIFIKAAT : ERF 579 FRANSCHHOEK

Ons verwys na bogemelde en heg hierby aan die Aktebesorgersertifikaat soos versoek.

Die uwe
DE KLERK & VAN GEND

Per:
H P SERFONTEIN



AKTEBESORGERSERTIFIKAAT

Ek, die ondergetekende

HENDRIK PETRUS SERFONTEIN

'n Aktebesorger praktiserend te Kaapstad sertifiseer hiermee as volg:

Ek het die rekords van die Aktekantoor te Kaapstad nagegaan en die volgende vasgestel:

ERF 579 FRANSCHHOEK
GELEë IN DIE STELLENBOSCH MUNISIPALITEIT
AFDELING PAARL, PROVINSIE WES-KAAP

GROOT: 2,5695 (Twee komma Vyf Ses Nege Vyf) Hektaar

GEHOU KRAGTENS TRANSPORTAKTE NR T22495/1972

DEUR DIE NEDERDUITS GEREFORMEERDE KERK IN SUID-AFRIKA

Daar is geen voorwaardes in Transportakte Nr T22495/1972 wat die Nederduits Gereformeerde Kerk in Suid-Afrika verhoed om die eiendom te verkoop nie of wat spesifiek gelas dat die eiendom slegs vir godedienstdoeleindes gebruik moet word nie.

GETEKEN TE KAAPSTAD OP 22 MEI 2007



AKTEBESORGER
H P SERFONTEIN

INGEDIEN
7 - 8 - 1972
L. G. GEDMAN

Vir Knas.	Vir Ont. Afbat.	Verband.
For Conc.	For Pt. Pamt.	Bond.
Vir Ontheb.	Vir Besoel.	
For Itelast.	For Cestinn.	
Vir Afstand	Vir Subst.	
For Wolver.	For Substa.	

112

22495

P. L. BURMAN
30 - 8 - 1972

ANNEX DIAGRAM
HEG KARY MAN

ORIGINAL
OORSPRONKLIKE
STAMPED
GESEEL
DUTY
SEELREG R. 5.41.117
FEES
FOOL
TRANSFER DUTY
HEREGTE

[Handwritten mark]

22495

Transportakte

Kragtoel tot Prokurasie

1972

D. P. DE KLERK & VAN GEND

Prokureurs, Notarisse, Aktebesorgers
Volkswaer gebou
Adelleystraat,
KAAPSTAD.

Opgestel deur

[Signature]
Aktebesorger.

Soort dit bekend aan wie dit mag aangaan

WILHEM PETRUS MALHERBE voor my, Registrateur van Aktes, te
Kaapstad, verklyn het, behoortlik daartoe gemagtig kragtens 'n Prokurasie ooderteken
te FRANSCHHOEK

op die 26ste dag van Junie 19 72
deur

Lourens Hermanus Hugo in sy hoedanigheid as Burgemeester
en Meyer Siebrits in sy hoedanigheid as Stadsklerk
van die MUNISIPALITEIT VAN FRANSCHHOEK

watter Prokurasie in die teenwoordigheid van getuie volgens wet onderteken, hede aan
my getoon is; en die Komparant het verklaar dat die Transportgewer

⑨

FOR FURTHER ENDORSEMENTS
SEE PAGE 6

/munisipaliteit

Munisipaliteit die hiernavermelde eiendom waarlik en wettiglik verkoop het op 16 Julie 1971 aan die hiernavermelde Transportnemer

EN dat hy die Komparant in sy voormelde hoedanigheid deur hierdie akte oordra en transporteer in volle en vrye eiendom aan en t.n behoewe van

DIE SAAKGELASTIGDE VAN DIE NEDERDUITSE
GEREFORMEERDE KERK IN SUID AFRIKA EN DIE
VOORSITTER VAN DIE KOMMISSIE VAN TOESIG EN
KONTROLE VAN GEMELDE KERK EN AS SULKS OPTREDENDE
NAMENS GEMELDE KERK

- Blanke Groep -

of hul Gemagtigdes

SEKER stuk grond, geleë in die Munisipaliteit van Franschoek, Administratiewe Distrik Paarl, synde Erf 579, 'n gedeelte van Erf 23 Franschoek;

gehou deur die Transportnemer Munisipaliteit Paarl Eiendomsbrief Vol. 4 kragtens Grondbrief No. 7, uitgereik op 17

November 1927 en geregistreer op 6 Desember 1927.

GROOT: Twee komma vyf ses nege vyf (2,5695) hektaar .

SOOS MEER VOLLEDIG sal blyk uit aangelegde Kaart No. 1392/71

A. ONDERHEWIG aan die voorwaardes waarna verwys word in Paarl Eiendomsbrief Vol. 4 Voormelde Grondbrief No. 7/1927

B. ONDERHEWIG VERDER aan die volgende voorwaardes bevat in Paarl Eiendomsbrief Vol. 4 voormelde Grondbrief/No. 7/1927, naamlik :-

1. That all roads and thoroughfares over the land, whether or not described in the plan or diagram thereof, shall remain free and uninterrupted unless closed, diverted, or altered by competent authority.
2. That all rights to minerals, mineral products, mineral oils, and precious stones, precious or base metals on or under the land hereby granted are expressly reserved to the State, together with the

/right

right of access to any mines or works undertaken for mining or prospecting purposes by any person duly authorized in that behalf. The land is subject to such further rights as the public or the Government now may or may hereafter have or be entitled to obtain under or by virtue of any law relating to the prospecting, digging, mining or exploitation of minerals, mineral products, mineral oils, precious stones, precious or base metals on or under the land hereby granted, which rights shall not be impaired or in any way affected by the title-deed.

3. That the land hereby granted shall be subject to all rights and servitudes which now affect, or at any time hereafter may be found to affect, the title of the land hereby granted or which may be binding on the Government in respect of the said land as at the date hereof.
4. That a right of way 170,02 metres wide from the Western end of the Southern boundary of the adjoining State land, lying to the North of the land hereby granted, to the Northern point of the road South-West of Mont Rochelle, shown on the diagram annexed to the title-deed, is reserved in favour of the Government.
5. That a general right of way from and to the adjoining State land over the whole of the land hereby granted is reserved in favour of the Government.

C. ONDERHEWIG VERDER aan die terme van die endossement gedateer 19 Julie 1971 op voormelde Grondbrief No. 7/1927, naamlik :-

Remainder

By Deed of Transfer No. 18707/71 dated this day, the remainder of Erf 23 measuring 1784,0036 hectares held hereunder is subject to a servitude of water and pipeline in favour of Erf 59 a portion of Erf 23 measuring 2,7948 hectares thereby conveyed, which said pipeline is indicated by the lines K.c.j.l.m.n.o.p.q. on diagram 1877/66 of the said Erf 59 annexed to said deed of Transfer No. 18707/71 together with certain ancillary rights and obligations.

As will more fully appear on reference to said deed of transfer.

D. ONDERHEWIG VERDER aan die volgende voorwaardes opgelê deur die Administrateur van die Provinsie Kaap die Goeie Hoop kragtens Ordonnansie No. 33 van 1934, naamlik :-

/ l.

1. Die eienaar van hierdie erf is verplig om sonder betaling van vergoeding, toe te laat dat elektrisiteitskabels of -drade, hoof- en ander waterpype en die rioolvuil en dreinerings, insluitende stormwater van enige ander erf of erwe, oor hierdie erf gevoer word indien dit deur die plaaslike owerheid nodig geag word, en wel op die wyse en plek wat van tyd tot tyd redelikerwys vereis word. Dit sluit die reg op toegang te alle redelike tye tot die eiendom in met die doel om enige werke met betrekking tot bogenoemde aan te lê, te wysig, te verwyder of te inspekteer.
2. Die eienaar van hierdie erf is verplig om sonder vergoeding op die erf die materiaal te ontvang of uitgraving op die erf toe te laat al na vereis word, sodat die volle breedte van die straat gebruik kan word en die wal veilig en behoorlik skuins gemaak kan word omrede van die verskil tussen die hoogte van die straat soos finaal aangeleë en die erf tensy hy verkies om steunmure te bou tot genoë van en binne 'n tydperk wat die plaaslike owerheid bepaal.

/WESHALWE

Wazshalt: die Komparant afstand gedoen het van alle eiendoms- en ander regte wat die gesegde **Transportgewer Munisipaliteit** tot op hede op gemelde vaste eiendom gehad het en gevolglik ook erken het dat hul daarvan heeltemaal ontelen is, en geen eiendoms- en ander regte daarop besit nie; en dat, kragtens hierdie Akte, die gesegde **Transportnemer**

of hul ~~Eigename Administrateurs~~ **Administrateurs** of Oemagtigdes tans is en voortaan op die volle eiendomsregte daarop geregtig sal wees, ooreenkomstig plaaslike gebruik, onder voorbehoud nogtans van die Regte van die Staat en eindelijk erken het dat die hele koopskat R6350,00 (SESDUISEND DRIEHONDERD EN VYFTIG RAND) bedra.

Ten Getuie waarvan ek, die gesegde Registrateur van Aktes, tesame met die Komparant, q.q. hierdie Akte onderteken en met die Ampseel laat bekragtig het.

Alles verig ten kantore van die Registrateur van Aktes, te Kaapstad, Kaap die Goeie Hoop, op die 13 dag van die Maand *Septembur* in die jaar Neentienhonderd-Twee en Sewentig (1972)

W. J. Prinspaal
q.q. by Prinspaal/alc

In my teenwoordigheid

V. J. ...
Registrateur van Aktes.

Geregistreer in die register van *Stromo Hoek*.

Boek

Folio 579.

A
Verantwoordelike Klerk.

Bl. ...

VA 4773/1996

Certified a true copy of the duplicate original
 Geregistreerde 'n wêreld afkopië van die duplikaat-
 kopies van hierdie Register, isseer in sovele in
 kopieë as in sovele g-gees op hierdie Regi-
 strasie van die oorspronklike onder die provinsie
 Registrasie, die wêreld om te sien in die plek van
 of Dood: Regulasie Regulasie No 88 (1)
 die geregistreerde daarvan onder die bepalinge van
 die Regulasie Regulasie No. 88. (1)

Doods Registry/Registrasiekantoor,
 Cape Town/Kaapstad.

11 12 196.....
 Asst Registrar of Deeds
 Ass. Registrateur van Afsies.

BETAAL

ASCO

PAID

REGISTERED DEEDS

ANNEXURE D



NEDERDUITSE GEREFORMEERDE KERK IN SUID-AFRIKA
Sinode van Wes-Kaapland

SINODALE KANTOOR

De Langestraat 5
BELLVILLE
7530

Privaat sak X8
BELLVILLE
7535

PBO: 9300 13251

T 021 957 7100

E ngkadmin@kaapkerk.co.za
www.kaapkerk.co.za

17 Februarie 2018

Die Munisipale Bestuurder
Stellenbosch Munisipaliteit
Posbus 17
STELLENBOSCH
7600

Per epos: geraldine.mettler@stellenbosch.gov.za

VOORSTEL VIR INSLUITING VAN ERF 579, FRANSCHHOEK EN ANDERE IN STEDELIKE GEBIED VAN FRANSCHHOEK

Die doel van hierdie skrywe is om kommentaar te lewer op die Stellenbosch Munisipale Ruimtelike Ontwikkelingsraamwerk (MROR) en die status quo dokumente wat die basis vorm van die MROR soos bespreek in die publieke vergaderings en ope dae in November 2017. Geen van hierdie dokumente het voldoende besonderhede bevat om sekerheid te gee insake die toekoms van die eiendom nie, aldus hierdie inset.

Erf 579, Franschhoek, is geleë aan die oostekant van Franschhoek se dorpsgebied, aanliggend aan die R45, maar net buite die stedelike grens soos getoon in die ruimtelike ontwikkelingsraamwerk van die Stellenbosch Munisipaliteit (2013). Die eiendom is gesoneer as 'n plek van aanbidding en is sowat 2,6 hektaar groot. Dit is deel van die NG Kerk in SA se eiendomsportefeulje.

Aan die noordekant word die eiendom begrens deur die Metodistekerk se perseel en die L'Avenue woonbuurt met 18 enkel woonerwe. Aan die oostekant is groot erwe gesoneer vir enkel woongebruik, maar met 'n meer landelike karakter. Aan die suidekant is 'n reeks eiendomme wat, soos Erf 579, toegang verkry direk van die R45 en gesoneer is vir stedelike gebruike, soos:

- Erf 871 - Shofar (plek van aanbidding) met hulle administratiewe kantore en opvoedkundige aktiwiteite;
- Erf 2885– munisipale grond onder andere vir rolbalklub;
- Erf 2886 – Franschhoek Jeugontwikkelingstrust
- Erf 516 en Erf 661 – Hugenate Museum.

Hierby aangeheg is 'n kaart met 'n voorstel vir insluiting van gemelde area binne die stedelike grens vir Franschhoek ingevolge die bepalings van die Stellenbosch Verordening op Grondgebruikbeplanning, 2015.

Hierdie gebied, aanliggend aan die R45 was vir dekades deel van die Franschhoek dorpsgebied en onder die bestuur van die plaaslike munisipaliteit as 'n stedelike erf, eerder as die destydse Afdelingsraad en daaropvolgende Distrik Munisipaliteit as 'n plaas. Die eiendomme is almal geregistreer by die toepaslike registrasie-owerhede as erwe, dit is gekoppel aan die munisipale dienste infrastruktuur en betaal belastinge en dienstegeelde asof stedelike erwe, eerder as plase of eiendomme in die landelike gebied. Tot die goedkeuring van die Stellenbosch se Ruimtelike Ontwikkelingsraamwerk in 2013, was die eiendomme deurlopend deel van die beplanning van die dorp. Erf 579 het inderdaad ontstaan uit die onderverdeling van Erf 23, Franschhoek, in Mei 1970 en is geregistreer as 'n erf binne die munisipale area of dan stedelike gebied. Daar is geen logiese rede gegee vir die uitsluiting daarvan uit die stedelike gebied in 2013 nie. Hierdie uitsluiting hou noemenswaardige negatiewe gevolge in vir die waarde van die bate vir die NG Kerk in SA en skep etlike administratiewe hindernisse vir die toekomstige aanwending van die eiendom. Die versoek dan dat hierdie anomalie reggestel word deur die insluiting van die eiendom en die aanliggende stedelike erwe binne die stedelike grens van Franschhoek soos wat die situasie was tot 2013.

Oorweging moet geskenk word aan die alternatiewe gebruike wat die eiendom sou verwerf indien dit buite die stedelike grens is. Ten eerste is dit byna ondenkbaar dat die eiendom wat omring is deur stedelike gebruike, met stedelike sonerings 'n landelike gebruik moet verwerf. Gegewe die hoof ekonomiese aktiwiteite van die area is dit waarskynlik dat dit vir landbou-nywerheid benut sal moet word, alternatiewelik vir die ontwikkeling van 'n groot toeriste-akkommodasie bedryf, as dit buite die stedelike gebied is. Die eiendom is nie geskik vir die bedryf van landbou-verwerking nie, gegewe die voorkoms van digte boom-groei oor jare en die grondgesteldheid. Aan die een kant is dit nie wenslik om 'n steurende gebruik soos 'n landbou-nywerheid hier te vestig nie en aan die ander kant is daar tans nie 'n ekonomiese regverdiging vir nog 'n grootskaalse akkommodasie-onderneming in die area nie.

Die NG Kerk in SA is van mening dat die regstelling van die stedelike grens deur die insluiting van Erf 579 en die aanliggende eiendomme (almal erwe met stedelike gebruike en sonerings), soos getoon in die meegaande kaart, die regte besluit is om die dekade-lange situasie te herstel en om ekonomiese skade vir die NG Kerk in SA te verhoed.

Bevestig asseblief ontvangs van hierdie skrywe en insluiting hiervan as kommentaar op die openbare deelname proses vir die oorweging van die nuwe Ruimtelike Ontwikkelingsraamwerk soos bespreek in die openbare vergaderings van November 2017.

Die uwe



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Erwe 579 en 2886
Franschhoek: Voorstel vir
ANNEXURE E

Legend

□ Allotment Township

Er



Scale: 1:7 500

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