

**SERVICES AGREEMENT BETWEEN
THE CITY OF CAPE TOWN**

AND

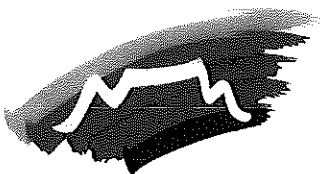
**CORPORATE AONE TRADE AND INVEST 8
(PTY) LTD** *(for Blue Downs 1)*

IN RESPECT OF

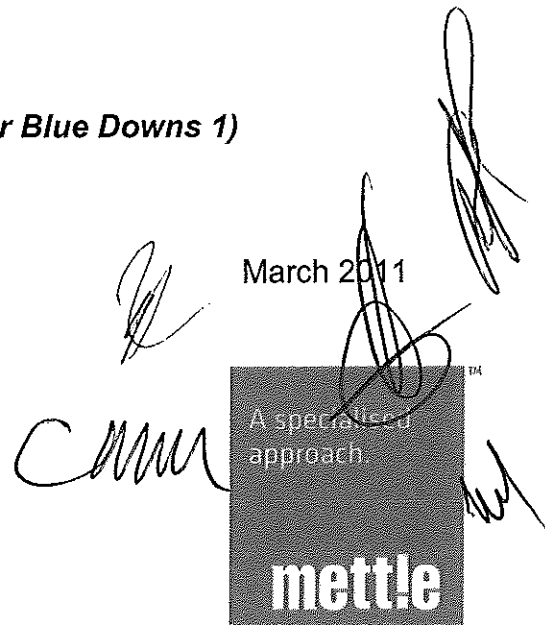
**THE DESIGN AND CONSTRUCTION OF
EXTERNAL BULK WATER - & SEWER
INFRASTRUCTURE**

FOR

ERVEN 17974 & 17975 *(for Blue Downs 1)*

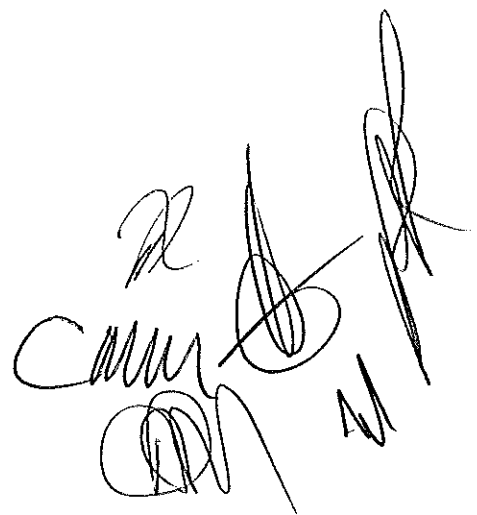


CITY OF CAPE TOWN | ISIXEKO SASEKAPA | STAD KAAPSTAD



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A collection of handwritten signatures and initials in black ink, located in the bottom right corner of the page. The signatures are stylized and overlapping, with some appearing to be initials and others more complete names.

SERVICES AGREEMENT BETWEEN

THE CITY OF CAPE TOWN

AND

**CORPORATE AONE TRADE AND INVEST 8
(PTY) LTD (for Blue Downs 1)**

IN RESPECT OF

**THE DESIGN AND CONSTRUCTION OF EXTERNAL
BULK MUNICIPAL WATER INFRASTRUCTURE**

FOR

BLUE DOWNS ERVEN 17974 & 17975 (Blue Downs 1)

29 March 2011

The bottom right of the page contains several handwritten signatures and initials in black ink. There are three distinct signatures, some appearing to be initials, and a date stamp '29 March 2011' is positioned above them.

SERVICES AGREEMENT

Made and entered into between

CORPORATE AONE TRADE AND INVEST 8 (PTY) LTD,
(hereinafter jointly or individually referred to as "**Developer**")

and

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

1 DEFINITIONS

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

- (a) "*Agreement*" means this form of Agreement together with any annexures or appendices.
- (b) "*City*" means the City Of Cape Town, a metropolitan municipality, established in terms of the Local Government : Municipal Structures Act, 1998 read with the Province of the Western Cape : Provincial Gazette 5588 dated 22 September 2000.
- (c) "*Developer*" means a developer in the "*City*", i.e., "*Corporate Aone Trade and Invest 8 (Pty) Ltd*", that has obtained certain development rights on Erven 17974 & 17975.
- (d) "*The Parties*" means collectively the "*City*" and the "*Developer*".
- (e) "*Development Rights*" means the development rights as fully described in Annexure A to this "*Agreement*" for Erven 17974 & 17975 in Blue Downs.
- (f) "*Municipal Services*" means the municipal bulk infrastructure which the "*Developer*" must provide in accordance with this "*Agreement*" and are fully described in Annexure C.
- (g) "*Programme for completion of the Municipal Services*" means the obligation of the "*Developer*" to have undertaken and completed the construction of the "*Municipal Services*" in accordance with the dates and times as fully set out in Annexure C to this "*Agreement*".
- (h) "*The Effective Date*" means October 2010.

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

2 INTERPRETATION

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

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

3 DURATION OF THE AGREEMENT

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

4 DEVELOPMENT RIGHTS

- 4.1 The "Developer" hereby acknowledges that he has acquired "Development Rights" on Erven 17974 & 17975, in Blue Downs.
- 4.2 The "Developer" acknowledges that development rights will not automatically be obtained by the signing of this "Agreement".
- 4.3 The "Developer" acknowledges that in order to develop the properties in accordance with their proposals for development, the "Municipal Services" are required.

5 ACKNOWLEDGEMENT OF DEBT

- 5.1 The "Developer" acknowledges that he has prior to the conclusion of this "Agreement" entered into an Acknowledgement of Debt with the "City" for the development of Erven 17974 & 17975, in Blue Downs, relating to the cost of providing "Municipal Services" for the aforementioned developments.
- 5.2 The "City" hereby undertakes to reduce the amount of this Acknowledgement of Debt in accordance with the provisions of Clause 5.3 below.
- 5.3 Upon the "Developer" having complied with all the terms and conditions of this "Agreement" the "City" undertakes to value the total cost of the "Municipal Services". The amount of the Acknowledgement of Debt, in respect of Water concluded by the "Developer", will be reduced by the value of such "Municipal Services" as provided in terms of this "Agreement".
- 5.4 In the event of a dispute arising between "The Parties" as to the value of the "Municipal Services", it shall be resolved in accordance with the Resolution of Disputes Clause.

- 5.5 If, at rates clearance stage for a full phase or number of phases as indicated on the Phasing Plan in Annexure F, the value of the development contributions in respect of Water for a phase or number of phases exceed the value of the "*Municipal Services*" implemented at the time, a financial guarantee, to the satisfaction of the "*Engineer*", for the difference in value needs to be provided by the "*Developer*".

6 PROVISION OF MUNICIPAL SERVICES

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

7 WORK TO BE TO THE SATISFACTION OF THE ENGINEER

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

8. COST OF MUNICIPAL SERVICES

- 8.1 The "*Municipal Services*" shall be constructed by a "*Contractor*" appointed through a competitive and approved tender process (Annexure C).
- 8.2 Payment to the "*Consultant*" will not be more than the gazetted ECSA tariff of fees for the relevant professions.
- 8.3 The total project cost will include the design, the construction and the construction supervision costs and disbursements (Annexure C).

- 8.4 The construction cost estimate as indicated in Annexure D will be subject to final measurement and certification by the "Consultant" and the "Engineer", once all the construction work has been completed.

9 FINANCING OF MUNICIPAL SERVICES

- 9.1 The costs of the provision of the "Municipal Services" shall be for the account of the "Developer" and will be off-set against the Development Contributions due by the "Developer" to the "City" in respect of Water as contained in the Acknowledgement of Debt.
- 9.2 Should the total project cost, as described in Clause 8.3, be in excess of the development contributions payable in respect of Water as contained in the Acknowledgement of Debt, the shortfall will be funded from the available development contributions of Blue Downs 2 and or Blue Downs 3.
- 9.3 Should increased development rights for Erven 17974 and 17975 not be obtained for whatsoever reason, then Clause 9.1 and 9.2 will still apply in respect of the "Municipal Services" required and linked to the development on Erven 17974 and 17975 (Annexure C).
- 9.4 The "Developer" acknowledges that should increased development rights for Erven 17974 and 17975 not be obtained for whatever reason, then the "City" will not be liable for any cost incurred by the "Developer" for the provision of "Municipal Services" in excess of that required and linked to the development on Erven 17974 and 17975 (Annexure C).

10 ASSIGNMENT

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

11 BREACH

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

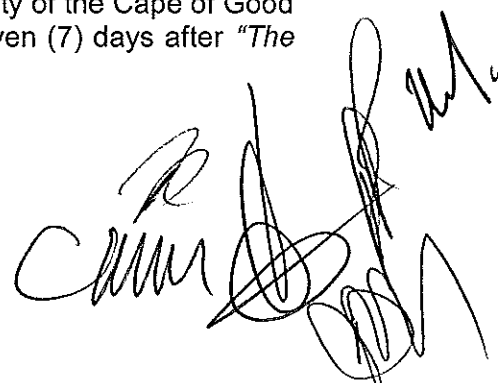
- 11.3 Should either party repeatedly breach any of the terms and conditions of this "Agreement" in such a manner as to justify the aggrieved party in holding that the defaulting party's conduct is inconsistent with the defaulting party's intention to carry out the terms and conditions of this "Agreement", then and in such event the aggrieved party shall without prejudice to its legal rights and remedies, be entitled to terminate this "Agreement".
- 11.4 On terminating this "Agreement", the aggrieved party will be entitled to claim and recover such damages as the aggrieved party may be able to prove that it has sustained.

12 TERMINATION

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

13 RESOLUTION OF DISPUTES

- 13.1 The "Developer" acknowledges that the contents of Annexures A and B to this "Agreement" will not be subject to the right to declare a dispute.
- 13.2 Any dispute arising out of this "Agreement" must in all instances be referred by "The Parties" without legal representation to a Mediator.
- 13.3 The dispute shall be heard by the Mediator at a place and time to be determined by him in consultation with "The Parties".
- 13.4 The Mediator shall be selected by agreement between "The Parties".
- (a) If agreement cannot be reached upon a particular Mediator within three (3) days after the mediation has been demanded, then the President for the time being of the Law Society of the Cape of Good Hope shall nominate the Mediator within seven (7) days after "The Parties" have failed to agree.



- 13.5 The Mediator shall at his sole discretion determine whether the reference to him shall be made in the form of written or verbal representations. Provided that in making this determination he shall consult with *"The Parties"* and may be guided by their common reasonable desire of the form in which the said representations are to be made.
- 13.6 *"The Parties"* shall have seven (7) days within which to finalise their representation. The Mediator shall within seven (7) days of the receipt of the representations express in writing an opinion on the matter and furnish the *"City"* and the *"Developer"* each with a copy thereof by hand or by registered post.
- 13.7 The opinion so expressed by the Mediator shall be final and binding upon the *"Developer"* and the *"City"* unless either the *"Developer"* or the *"City"* is unwilling to accept the opinion expressed by the Mediator. In this later event, the aggrieved party must deal with the dispute in terms of the Arbitration clause.
- 13.8 The cost of the Mediator shall be borne equally by *"The Parties"*, and shall be due and payable to the Mediator on presentation of his written account.
- 13.9 The expressed opinion of the Mediator shall not prejudice the rights of *"The Parties"* in any manner whatsoever in the event of their proceeding to Arbitration.

14 ARBITRATION

- 14.1 Subject to the provisions of clause 12, any dispute which may arise out of or in regard to :
- (a) Any matters arising out of this *"Agreement"* ;
 - (b) The interpretation of this *"Agreement"*
- Shall be submitted to and decided by arbitration on notice given by any party to the other.
- 14.2 Arbitration shall be held in Cape Town informally and otherwise in accordance with the terms of the provisions of the Arbitrations Act No 42 of 1965 (as amended from time to time) it being intended that if possible it shall be held and concluded within ten (10) days after it has been demanded.
- 14.3 Save as otherwise specifically provided herein, the Arbitrator shall be if the question in dispute is :
- (a) primarily a legal matter – a practicing Senior Advocate of the Cape Bar Society of not less than five (5) years standing;

- (b) any other matter – an independent and suitably qualified person as may be agreed upon between "*The Parties*" to the dispute.
- 14.4 If agreement cannot be reached on whether the question in dispute falls under 14.3 (a) or 14.3 (b) and/or upon a particular Arbitrator within three (3) days after the arbitration has been demanded, then the President for the time being of the Law Society of the Cape of Good Hope shall :
 - (a) determine whether the question in dispute falls under 14.3 (a) or 14.3 (b) and/or ;
 - (b) nominate the Arbitrator within seven (7) days after "*The Parties*" have failed to agree.
- 14.5 The Arbitrator shall give his decision within five (5) days after the completion of the arbitration, and shall in arriving at his decision, have regard to these presents. The Arbitrator may determine that the costs of the arbitration are to be paid either by one or other of the disputing Parties.
- 14.6 The decision of the Arbitrator shall be final and binding and may be made an order of the Cape Provincial Division of the High Court of South Africa upon the application of any party to the arbitration.
- 14.7 This Clause shall not preclude either party from obtaining interim relief on an urgent basis from a Court of competent jurisdiction pending the decision of the Arbitration.

15 GENERAL CONDITIONS

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

"Agreement" shall be deemed to include any successor-in-title of the "City".

16 LAW TO APPLY

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

17 DOMICILIA

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

Developers : Corporate Aone Trade and Invest 8 (Pty) Ltd
P O Box 1879
BELLVILLE
7535

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

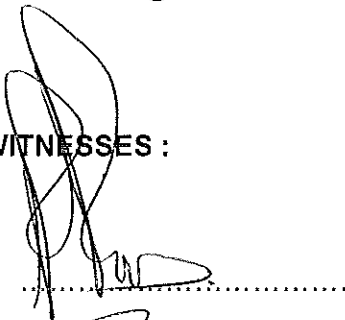
- 17.2 Any notice to any party shall be addressed to it at its *domicilium* aforesaid and be sent either by pre-paid registered post or delivered by hand. In the case of any notice :
- (a) Sent by pre-paid registered post, it shall be deemed to have been received, unless the contrary is proved, on the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

attention of CM Möller) to be deemed to have been effectively delivered or served.

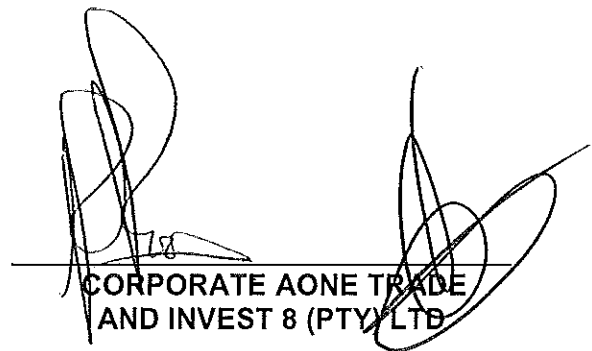
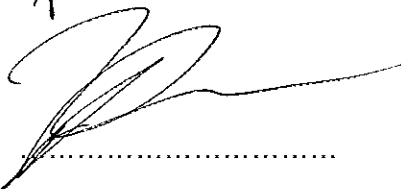
SIGNED AT BELLVILLE ON THIS 31st DAY OF MARCH 2011

AS WITNESSES :

1



2

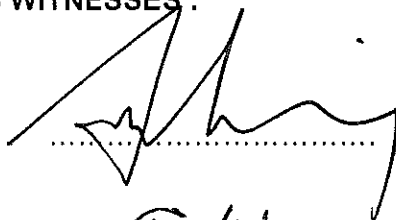


CORPORATE AONE TRADE
AND INVEST 8 (PTY) LTD

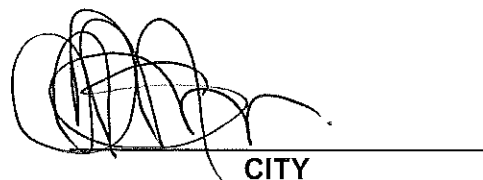
SIGNED AT CAPE TOWN ON THIS 23 DAY OF JUNE 2011

AS WITNESSES :

1



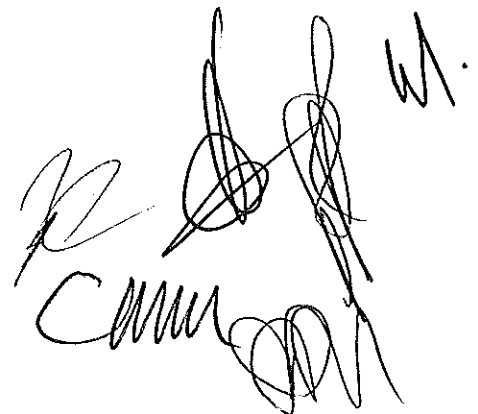
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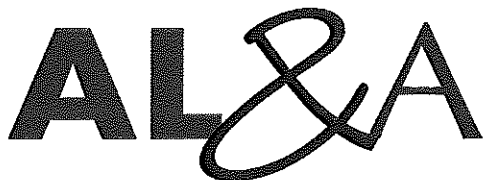


CITY

ANNEXURES

- A : Development Rights Obtained
- B : Development Contributions payable by Developer
- C : Water Infrastructure: Scope of Works, Costs and Construction Programme
- D : Total Project Cost
- E : Authority to Sign Documentation
- F : Phasing Plan

Handwritten signature and initials in black ink, located in the bottom right corner of the page. The signature appears to be 'R. D. W.' with a large 'W.' to the right. Below it, there are several loops and the word 'Common' written in a cursive style.



Alwyn Laubscher & Associates (Pty) Ltd
Development Facilitation
Project Management

28 March 2011

The Directorate Water Services
City of Cape Town

For attention: Mr Charl Möller

COVER LETTER: SERVICE LEVEL OF AGREEMENT BETWEEN DEVELOPER AND CITY IN RESPECT OF EXTERNAL BULK WATER – AND SEWER INFRASTRUCTURE IN LIEU OF DEVELOPMENT CONTRIBUTIONS

BACKGROUND

MSP Developments (Pty) Ltd was approached by Mettle Property Solutions to develop the following properties in Blue Downs:

- Erf 17974 & 17975 to be named Belladonna Estate (also referred to a Blue Downs 1)
- Remainder of portion 5 of the farm Bardale no 451 and portion 2, a portion of the farm Bardale no 451 and Remainder of erf 1892 to be named Aloe Ridge North & Aloe Ridge South (also referred to a Blue Downs 2)
- Erf 1897 to be named Iris Park (also referred to a Blue Downs 3)

Mettle Property Solutions will supply the funding of the project while MSP Developments Pty Ltd will develop the properties which include processes such as obtaining the relevant land-use rights, environmental approvals, services design and construction of services and top structures.

The professional team, under the guidance of MSP Developments MD John Coetzee, and Alwyn Laubscher & Associates, commenced with a thorough due diligence study in September 2009 for all three the properties.

The study entailed the optimization of the layout, identifying potential opportunities and threats, numerous discussions with City officials regarding layouts and approval processes and detailed cost feasibilities. The study was completed in November 2009 reflecting an acceptable return on investment for both Mettle Property Solutions (Pty) Ltd and MSP Developments (Pty) Ltd. The Level of Agreement between Borrower and Lender in respect of Blue Downs 1, Belladonna Estate, was formally signed in January 2010 at MSP Chambers in Cape Town. The Level of Agreement between Borrower and Lender in respect of Blue Downs 2, Aloeridge North and – South was formally signed in May 2010 and the Level of Agreement for Blue Downs 3, Iris Park, will be formally signed soon.

Commencement for further detail project planning for Belladonna Estate by the professional technical team was already given on 02 December 2009 whereafter the team immediately worked towards finalizing the development layout for land-use application purposes and services designs. Architects and urban designer continued working close with the marketers on layouts and design for top structures.

Tel + 27 21 979 4984 • Fax + 27 21 979 4985 • E-mail vincent@al-a.co.za • Web www.al-a.co.za
Address Oxford Gate, Block B, 54 Oxford Street, Durbanville, 7550, P.O. Box 1586, Durbanville, 7551
Directors • AGS Laubscher Pr Eng Pr CPM, • VR Harris Pr Tech Eng • M Volschenk
Registered Firm Alwyn Laubscher & Associates (Pty) Ltd No 2004/0006625/07
VAT No 4370224323

These meetings were coordinated by means of weekly Planning, Services, Top structures Peer Group Meetings as well as a tri-weekly Progress Meetings, coordinated and minuted by the Project Coordinator, Alwyn Laubscher & Associates.

Subsequent to the formal go-ahead on 02 December 2009, the professional team managed to compile final economical - and practical layouts for all three projects, construction of internal civil engineering services commenced and detail planning for external bulk services was completed.

Although a holistic approach for the planning of bulk engineering services for all three developments was followed, it needs to mention that the three projects are at various stages in respect of LUPO - and NEMA approvals which will lead to the implementation of these services at different timeframes.

It is a condition in the Agreement between Mettle Property Solutions (Pty) Ltd and MSP Developments (Pty) Ltd that a formal signed Services Agreement must be in place in respect of the construction of bulk services before construction on site can commence.

It is a further condition by Mettle Property Solutions (Pty) Ltd that all costs are fixed and no escalation and contingencies be allowed for in the first year of construction. This has resulted in a fair and transparent tender process whereafter negotiated construction costs were fixed with the successful tenderer.

After numerous discussions and presentations to Council officials since October 2009, we are now in a position to present a Services Agreement in respect of bulk municipal water – and sewer services to be provided in lieu of development contributions for the further development of Blue Downs 1, i.e. Belladonna Estate.

It is envisaged that a further Services Agreement, which will replace this Agreement, will be entered into as soon as more information is available regarding the bulk municipal water – and sewer services needed for Blue Downs 2 and Blue Downs 3. This Services Agreement will address the holistic impact of bulk municipal water – and sewer services for all three developments. As in the case of bulk roads infrastructure, the available development contributions will be utilised to cross-subsidize needed bulk infrastructure between the three developments.

PURPOSE OF THIS DOCUMENT

This Services Agreement will confirm the commitment of the Developer to construct identified bulk water – and sewer infrastructure (as reflected in Annexure C) needed for the development of Belladonna Estate (Blue Downs 1) in lieu of development contributions (as summarised in Annexure B) at a stage as also indicated in Annexure C.

We trust this agreement will result in the provision of much needed infrastructure for the Blue Downs-area in a manner that will satisfy the City, the community and the developer.

Regards



Vincent Harris
Director



Civic Centre
12 Hertzog Boulevard
Cape Town 8001
P O Box 4529
Cape Town 8000
Ask for: M Wansbury
Tel no: 021 360 1108

E-mail: Michelle.Wansbury@capetown.gov.za

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

Application no: 192638

Ref: 18/E/1/1100/17974 & 17975 Blue downs

Iziko loLuntu
12 Hertzog Boulevard
Cape Town 8001
P O Box 4529
Cape Town 8000
Cela: M Wansbury
Umnxeba: 021 360 1108

E-mail: Michelle.Wansbury@capetown.gov.za

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Ref: 18/E/1/1100/17974 & 17975 Blue downs

Burgersentrum
Hertzog-boulevard 12
Kaapstad 8001
Posbus 4529
Kaapstad 8000
Vra vir: M Wansbury
Tel no: 021 360 1108

E-mail: Michelle.Wansbury@capetown.gov.za

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

Application no: 192638

Ref: 18/E/1/1100/17974 & 17975 Blue downs

STRATEGY & PLANNING
Department : Planning & Building Development Management

2010-12-30

Application no 192638

REGISTERED MAIL

Anton Lotz
20 Vredehoek Avenue
VREDEHOEK
8001

Dear Sir / Madam



APPLICATION FOR AMENDMENT OF CONDITIONS AND APPROVED SITE DEVELOPMENT
PLAN : ERVEN 17974 & 17975, BLUE DOWNS

Your application with reference 192638 refers.

The SPATIAL PLANNING, ENVIRONMENT AND LAND USE MANAGEMENT COMMITTEE on 10-11-2010 resolved:

1. That the application for the amendment of the approved Subdivision Plan No. BlueDowns1.2009317.03.01 dated 8 March 2010 of Erven 17974 & 17975, Blue Downs by introducing a new phasing plan and relating to amendments of Phases A21, C2-C4 (now Phases B1 – B10), as indicated on Subdivision Plan No. BlueDowns1.2009317.02.04 dated 8 July 2010, **BE APPROVED** in terms of Section 30 of the Land Use Planning Ordinance, 15 of 1985 subject to the conditions as set out in Annexure "A" to the report.
2. That the amendment/deletion of the conditions (as contained in letters of approval dated 11 June 2010 & 26 February 2007) of Erven 17974 & 17975, Blue Downs, as set out in Annexure "A" to the report, **BE APPROVED** in terms of Section 42(3) of the Land Use Planning Ordinance, 15 of 1985.

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

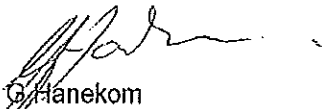


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rather a new application which should be submitted in the normal manner, as only the above decision can be appealed at this stage.

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

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

Yours faithfully



G. Hanekom

for DIRECTOR : PLANNING & BUILDING DEVELOPMENT MANAGEMENT

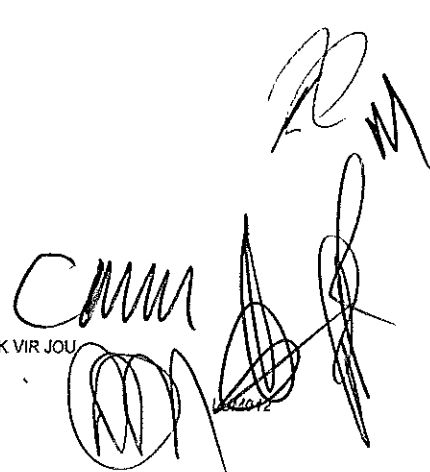
TO BE COMPLETED BY APPLICANT / OWNER

DECLARATION

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

.....
OWNER

.....
Date



C

ANNEXURE A

File Reference: Erf 17974 & 17975 Blue Downs (Tracker No. 192638)

In this Annexure, terms have the following meaning:

'Council' means the City of Cape Town

'the owner' means the registered owner of the application property

'the property' means Erven 17974 & 17975 Blue Downs

'Zoning Scheme Regulations' has the meaning assigned thereto by Ordinance 15 of 1985

1. CONDITIONS TO BE AMENDED/DELETED IN TERMS OF SECTION 42 OF THE LAND USE PLANNING ORDINANCE 15 OF 1985: (Underlining indicates new wording and strikethrough indicates deleted wording).)

1.1 Condition (i)(a) of the 2010 approval:

That for the purposes of Section 22 of the Land Use Planning Ordinance, 1985 (Ordinance 15 of 1985) the following zonings will be applicable in accordance with the attached Subdivisional Plan No ~~Blue Downs 1.2009317.02.03~~ dated ~~8 March~~ Blue Downs 1.2009317.02.04 dated 8 July 2010, concerning Erven 17974 & 17975, Blue Downs, namely:

Portion	No	Zoning	Usage	Extent	Density & Restrictions
29157-29295, 29297-29497, 29499-29593, 29601-29607, 29609-29614, 29622-29633	460	Residential Zone III	Single Residential sites	9.87ha	48.5%
29498, 29594, 29595, 29621, 29634, 29637-29640, 29642, 29645	11	Residential Zone IV	Flats	3.41ha	16.8%
29599, 29617, 29641	3	Business Zone I	Business premises	0.72ha	3.5%
29616	1	Institutional Zone I	Creche	0.10ha	0.5%
29600	1	Institutional Zone II	Place of worship	0.17ha	0.8%
29296, 29596, 29598, 29608, 29618, 29619, 29635, 29636	8	Open Space Zone I	Public Open Space	0.85ha	4.2%
29615	1	Open Space Zone II	Private Open Space	0.07ha	0.3%
29643	1	Open Space Zone I	Detention	0.23ha	1.1%
29597, 29620	2	Transport Zone III	Public Parking	0.35ha	1.7%
Remainder		Transport Zone II	Public Road	4.57ha	22.5%
Total	488			23.34ha	100%

1.2 Condition (xxi)(d) of the 2010 approval:

"that the Developer/Owner at his/her cost and to the satisfaction of the Department: Roads and Stormwater, at the Albert Philander Road/Cooper Avenue Bella Drive/Hillman Street Sage Road Intersection, shall construct a dedicated right-turn lane (25m in length) on the eastern approach of Albert Philander, as well as amend existing road markings.

1.3 Condition (xxi)(e) of the 2010 approval:

"that the Developer/Owner at his/her cost and to the satisfaction of the Department: Roads and Stormwater, at the Albert Philander Road/Cooper Avenue Bella Drive/Hillman Street Sage Road Intersection shall construct a right-turn taper on the western approach of Albert Philander as well as amend existing road markings.

1.4 Condition (xxi)(f) of the 2010 approval:

"that the Developer/Owner at his/her cost and to the satisfaction of the Department: Roads and Stormwater, at the Albert Philander Road/Cooper Avenue Bella Drive/Hillman Street Sage Road Intersection, shall construct a single in-bound lane and a shared left, through lane as well as an exclusive right turn on the Cooper Street approach.

1.5 Condition (xxi)(g) of the 2010 approval:

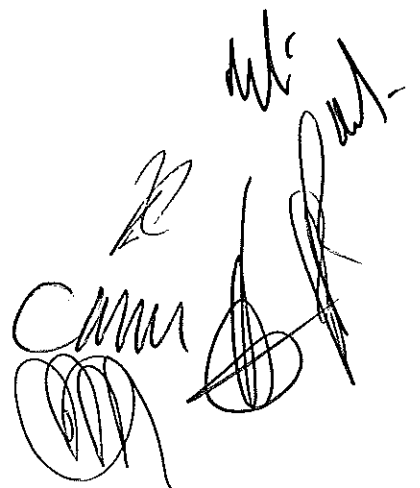
"that the Developer/Owner at his/her cost and to the satisfaction of the Department: Roads and Stormwater, at the Albert Philander Road/Cooper Avenue Bella Drive/Hillman Street Sage Road Intersection, shall construct a single in-bound lane and a shared left, through lane as well as a exclusive right turn on the Hillman Street approach.

1.6 Condition (xxi)(i) of the 2010 approval:

"that the Developer/Owner at his/her cost and to the satisfaction of the Department: Roads and Stormwater, at the Holden Road Le Roux Street/EersRiv Way Access shall construct a raised central median in EersRiv Way, thereby restricting the aforementioned access to a left-in, left-out only.

1.7 Condition (xxi)(k) of the 2010 approval:

~~"That the cost of the aforementioned roundabout at the EersRiv Way/Albert Philander Silversands Road Intersection, shall be offset against development contributions, any shortfall be for the account of the Developer/Owner"~~ "That the cost of the aforementioned roundabout at the EersRiv Way/Bardale Road Intersection, shall be offset against development contributions, and any shortfall be for the account of the Developer/Owner"

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1.8 Condition 5 of the 2010 approval:

~~"That Council's refuse collection vehicles or its staff will not enter private property. The owner's will have to place the refuse bins on the sidewalk (kerbside) of a public road on the scheduled day of refuse collection."~~
"Council's departmental or contracted waste collection teams will not enter private property. Therefore, the removal of solid waste is effected from the kerbside of a public street. The owners / tenants are required to place the refuse bins on the sidewalk of a public street on scheduled day of refuse collection. With the development of residential units the maximum carrying distance and the maximum pushing distance for wheelie bins is 25m. Where these maximum distance cannot be achieved a turning area for refuse vehicles shall be provided."

1.9 Condition (iii) of the 2007 approval:

~~"That the Record of decision, dated 12 July 2006 22 October 2010 and referenced E12/2/1-AB31-Erf17975 & 17974, Blue Downs E12/2/3/6-A4/53-0017/10 be complied with."~~

1.10 Condition (ix) of the 2007 approval:

~~"that the developer undertakes sidewalk tree planting, i.e. levelling and planting of sidewalk trees (minimum 1 trees of minimum 2m in height adjacent each individual erf) and maintains the sidewalks for a period of 1 year from the date of completion to the satisfaction of the Director: City Parks. If the sidewalk is located adjacent to an identified through route (as determined by the area manager), then it may be handed over to City parks for future maintenance, and if it should be located adjacent to a road (determined by the Area Manager as not being an identified through route), then the sidewalk may be handed to the new Home Owners Association for future maintenance."~~

1.11 Condition (xi)(a) of the 2007 approval:

~~"that detailed site development plans, including landscape proposals, service plans, pedestrian movement, building locations/edges/envelopes, access and parking areas, refuse removal arrangements, allocation of uses be prepared and submitted for each of the Residential 3 and Business Zone 4 Residential Zone IV and Business Zone I even be submitted and approved by Director Strategy & Planning and Director Roads & Stormwater prior to the submission of building plans."~~

Handwritten signatures and initials in black ink, including a large 'R' at the top, 'CMM' in the middle, and several other stylized signatures and initials below.

1.12 Condition (xii) of the 2007 approval:

"that the maximum permissible floor factor of 1,0 be inserted as a condition of title against every Business Zoned erf (i.e. Portions 405, 407, 412, 414, 415, 417, 420)." 0,6 be inserted for erven 29599 and 29617 and 0,3 for 39641 as a condition of title and that should this not be sufficient, an application for the amendment of this restriction be submitted for approval."

1.13 Condition (xiii) of the 2007 approval:

"that Portion 408 Portion 29600 only be used for the purposes of a church and that Erf 440 Portion 29616 may only be used for the purpose of a crèche."

1.14 Condition (xv) of the 2007 approval:

"that walkup residential units fronting Albert Philander Road (on the northern side of Albert Philander Road) may not have direct access form Albert Philander road, and should make use of either (proposed) Austin Street Chumani Road or (proposed) Anglia Street Lily-Kate Crescent."

1.15 Condition (xvii) of the 2007 approval:

"that walkup residential units fronting Cooper Street Bella Drive extension may not have direct access within the first 60 meter of Cooper extension."

1.1.6 Condition (xviii) of the 2007 approval:

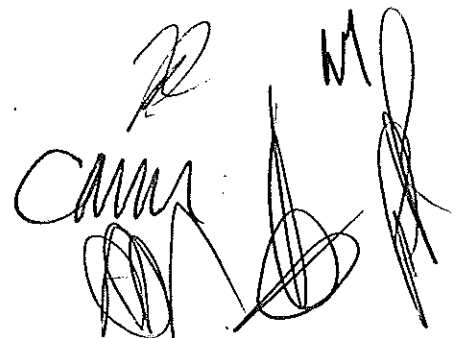
That walkup residential units fronting Cooper Street Bella Drive may not have direct access from Cooper Street, and should make use of either Austin Street Chumani Road, or Anglia Street Lily-Kate Crescent."

1.17 Condition (xix) of the 2007 approval:

"that no access will be permitted from Austin Street to the proposed business portions." "that access be permitted from to the parking courts via Eersriv Way. Parking for the sites to be provided in the parking courts. Loading bays to be provided on the eastern borders of sites with access for loading from Eersriv Way. No delivery access to be permitted from Nemesia Road."

1.18 Condition (xx) of the 2007 approval:

"that Austin Street Chumani Road be a minimum of 45m 38m from Eersriv Road (kerb face to kerb face), measured as per the future planning of Eersriv Road." according to the Subdivision Plan."

The block contains several handwritten signatures and initials in black ink. There are three distinct signatures, with one appearing to be 'Carmen' and another 'M'. There are also various initials and scribbles scattered around the signatures.

1.19 Condition (xxii) of the 2007 approval:

"that all the following full access, are to have 2 lanes out of the proposed development and a single lane in: Eersriv Way/Access Road Intersection; Albert Philander Road/Cooper Street Bella Drive Intersection." to be amended based on access configuration and new street names.

1.20 Condition (xxiii) of the 2007 approval:

"that the developer be responsible for providing sidewalks along the following roads (as per the following table)."

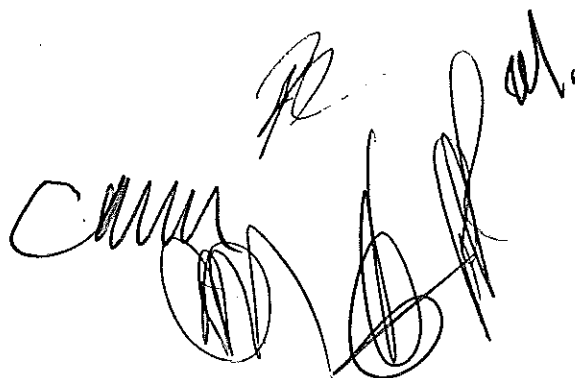
Sidewalks			
Roads	Locations	Extent	Width (m)
EersRiv Way	Along proposed development	Eastern Side	2
Albert Philander Road	Along proposed development	Both sides	2
Buttskop Road	Cooper Street Bella Drive to EersRiv Way (*provided that there is adequate funds)	Southern	2
Rover Street <u>Aristea Avenue</u>	Cooper Street to EersRiv Way Bella Drive to Nemesia Road	Both sides	1,5
Cooper Street <u>Bella Drive</u>	Common Cadastral Boundary of Erf 7041 and Erf 17975 Buttskop Road to Albert Philander Road	Both sides	1,5
Austin Street Chumani Road	Bella Drive to turning facility adjacent to Erf 29157 Cooper Street to POS Erf 493	Western Side	1,5

1.21 Condition (xxix) of the 2007 approval:

"that the conditions of the Department of Transport as contained in their letter dated ~~28 February 2006~~ 4 October 2010 be complied with. Please note that some of the issues contained in the aforementioned conditions overlap with those imposed by Department Roads & Stormwater. In those instances the more onerous conditions will apply."

1.22 Condition (xxxii) of the 2007 approval:

"that the Water Services department be contacted at least 96 hours before prior to the commencement of construction works."



1.23 Condition (xxxv) of the 2007 approval:

~~"that the design of all Civil Engineering Services, by a professional consulting engineer as appointed by the Developer, shall comply with the "Minimum Standards of Civil Engineering Services in Townships (as amended) document" as set out by the Roads and Stormwater Branch of the City of Cape Town."~~
"That the design, construction and/or alteration of all the internal transport, roads and stormwater services and such link and/or bulk services as required for the development, shall be generally in accordance with the Standard Conditions imposed by the Council in this respect, or as otherwise agreed. Detail plans, prepared by a Registered Engineering Professional, shall be submitted to the Department: Roads and Stormwater for approval prior to any earthworks commencing."

1.24 Condition (xxxvii) of the 2007 approval:

~~"that the developer shall ensure that all municipal services on private property main services to be taken over by Council and all existing municipal services crossing private property are protected by a registered servitude of minimum 3m wide or 2x the depth whichever is the greatest. Costs of registration be for the account of the developer. The Developer will be responsible for the registration of the required servitude(s), as well as the cost thereof."~~

1.25 Condition (xxxviii) of the 2007 approval:

~~"that the Developer shall ensure that the obtain the written approval of all affected owners be obtained where the route of a proposed service cross private properties and a servitude be registered on the said properties in favour of the Council for the account of the Developer."~~

1.26 Condition (xxxix) of the 2007 approval:

~~"that rates clearance will shall only be given once erven per phase are serviced, conditions are met and the Development Contributions as determined in the signed AOD is paid or conditions as per Service Agreement are adhered to."~~

1.27 Condition (xl) of the 2007 approval:

~~"that the developer be responsible for the payment of development contributions contained in the attached Acknowledgement of Debt prior to transfer of individual erven and prior to the approval of building plans/utilization of the proposed rights for sectional and commercial developments or adherence to conditions as per Service Agreement prior to the transfer of individual erven."~~ (replaced by 2.5.1 of the new conditions)

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1.28 Condition (xli) of the 2007 approval:

"that where applicable no phase or individual even within a phase be transferred before installation and functioning of all services and link services required for that particular phase at the cost of the developer or as otherwise agreed with Council."

1.29 Condition (xlvi) of the 2007 approval:

"that Telkom be contacted (~~Mr. Clive Stevens at 021 952 3314~~) 48 hours before commencement of work on site."

2. NEW LAND USE CONDITIONS IMPOSED IN TERMS OF SECTION 42(1) OF THE LAND USE PLANNING ORDINANCE (ORDINANCE 15 OF 1985)

2.1 Heritage Western Cape:

2.1.1 That if any archaeological or palaeontological remains are discovered they shall be reported to Heritage Western Cape immediately.

2.1.2 That conditions 5, 5.1 and 5.2 as imposed by DEADP in the amended EA dated 22 October 2010, shall be complied with.

2.2 Environment:

2.2.1 That all signage shall be to the satisfaction of the Environmental and Heritage Management Branch in terms of the City's Outdoor Advertising By-Law.

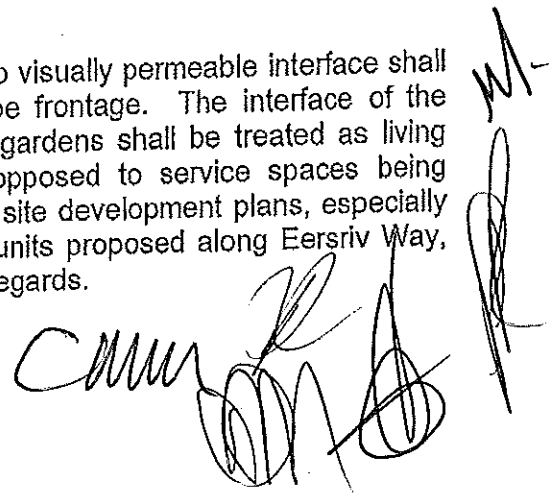
2.2.2 That a signage application shall be required should any signage be envisaged with a square area greater than 0.2m².

2.3 City Parks:

That a Memorandum of Understanding/Agreement be entered into between the Developer/Home Owner's Association and the City Parks and Roads and Stormwater, regarding the future maintenance of the detention ponds on Erf 29643. Future maintenance of this POS on Erf 29643 shall be the responsibility of and for the cost of the Home Owner's Association and the nature of this responsibility shall be determined by the aforementioned Memorandum of Agreement.

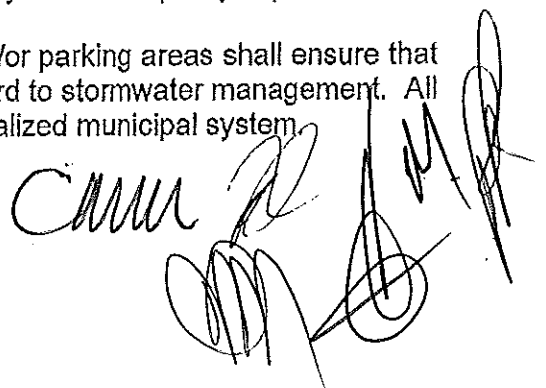
2.4 Urban Design:

That the type of fencing as a 50:50 solid to visually permeable interface shall be pertain to the Eersriv Way streetscape frontage. The interface of the Ground Floor units relative to their back gardens shall be treated as living spaces opening onto the garden / as opposed to service spaces being positioned along this edge. That detailed site development plans, especially for the proposed high density residential units proposed along Eersriv Way, are to give further detail and clarity in this regards.

The bottom right of the page contains several handwritten signatures and initials. There is a large, stylized signature that appears to be 'CMM' or similar, followed by several other initials and signatures, including one that looks like 'M' and another that looks like 'R'. The handwriting is in black ink and is somewhat messy and overlapping.

2.5 Roads and Stormwater:

- 2.5.1 That the Developer shall be responsible for the payment of Development Contributions contained in the attached Acknowledgement of Debt, or adherence to conditions as per the Service Agreement entered into with the City of Cape Town, dated 30 June 2010, prior to clearance of transfers of the individual erven.
- 2.5.2 That the extent of Business Zoned buildings / development on Erven 29599 & 29617 be restricted to a maximum floor factor (bulk) of 0,6 and Erf 29641 be restricted to a maximum floor factor (bulk) of 0,3, and that should this not be sufficient, an application for the amendment of this restriction be submitted for approval.
- 2.5.3 That the design, construction and/or alteration of all the internal transport, roads and stormwater services and such link and/or bulk services as required for the development, shall be generally in accordance with the Standard Conditions imposed by the Council in this respect, or as otherwise agreed. Detail plans, prepared by a Registered Engineering Professional, shall be submitted to the Department: Roads and Stormwater for approval prior to any earthworks commencing.
- 2.5.4 That the Developer ensures that all main services to be taken over by the Council and all existing municipal services crossing private property are protected by a registered servitude of minimum 3 metres wide. The Developer will be responsible for the registration of the required servitude(s), as well as the cost thereof.
- 2.5.5 That the Developer obtains the written approval of all affected owners where the route of a proposed service crosses private properties, and a servitude be registered on the said properties in favour of the Council for the account of the Developer;
- 2.5.6 That the Developer shall indemnify and keep the Council indemnified against all actions, proceedings, costs, damages, expenses, claims and demands (including claims pertaining to consequential damages by third parties and whether as a result of the damage to or interruption of or interference with the Council's services or apparatus or otherwise) arising out of the establishment of the development, the provision of services to the development or the use of servitude areas or municipal property, for a period that shall commence on the date that the installation of services to the development are commenced with and shall expire after completion of the maintenance period. In addition to the aforementioned required written indemnification, the Developer must ensure that he / she has an acceptable public liability insurance policy in place.
- 2.5.7 That the geometric design of the roads and/or parking areas shall ensure that no trapped low-points are created with regard to stormwater management. All stormwater to be routed to the nearest formalized municipal system.

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2.5.8 That cognizance shall be taken of the requirements of the City of Cape Town policy entitled "Management of urban stormwater impacts policy", which stipulates that the sustainable urban drainage system (SUDS) approach be used to reduce the quality and quantity impacts of stormwater on receiving aquatic environments.

2.5.9 That a stormwater management plan for the proposed development area, for both the minor and major storm events, shall be compiled and submitted for approval to the Department: Roads and Stormwater and that the approved management plan be implemented by the developer, at his/her cost, to the standards of the Department: Roads and Stormwater. The management plan shall be designed in accordance with the overall stormwater management master plans for the Oostenberg area compiled by NinhamShand, and shall address stormwater quality. The required stormwater management plan shall be submitted concurrent with the detail services plans.

2.6 Transport:

2.6.1 That the proposed development shall be capped/restricted to Residential Zone III – 460 units and Residential Zone IV – 280 units.

2.6.2 That the Developer/Owner shall adopt an on-site parking ratio of 2 parking bays per town house – Residential Zone III.

2.6.3 That the Developer/Owner shall adopt an on-site parking ratio of 1.25 parking bays per Flat – Residential Zone IV.

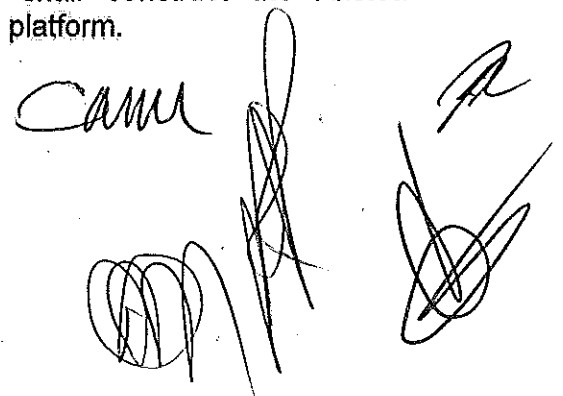
2.6.4 That the Developer/Owner shall adopt an on-site parking ratio of 1 parking bay per 8 seats – Institutional Zone II.

2.6.5 That in order to prevent the proposed public parking forecourts from being used as a convenience through route, that the Developer/Owner shall provide barrier kerbing as well as bollards midway in these aforementioned parking forecourts.

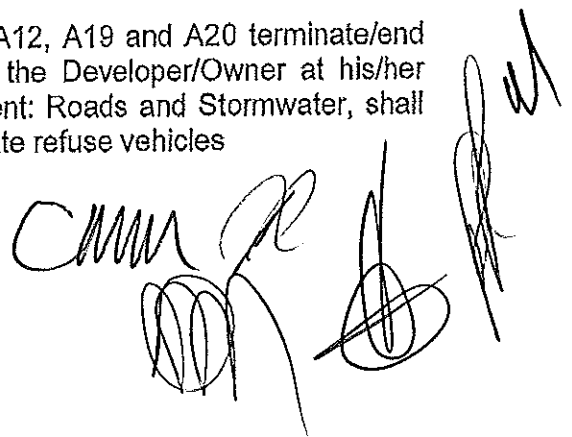
2.6.6 That the Developer/Owner shall provide a loading embayment on EersRiv Way adjacent to Erven 29599 and 29617.

2.6.7 That the Developer/Owner shall submit a Site Development Plan for each of the proposed walk-up units (Residential Zone IV), Erf 29616 (Institutional Zone I), Erf 29600 (Institutional Zone II) as well as Erven 29599 and 29617 (Business Zone I), to the City of Cape Town for approval to address design proposals and parking layout.

2.6.8 That the Developer/Owner at his/her cost shall construct the Aristeia Avenue/Nemesia Road Intersection as a raised platform.

The block contains several handwritten signatures and initials in black ink. There is a signature that appears to be 'Camm' or similar, followed by a large, stylized signature. To the right of these is another signature that looks like 'R'. Below the 'Camm' signature is a circular stamp or mark. The signatures are written over the bottom right portion of the text area.

- 2.6.9 That rate clearance in respect of the remaining 87 walk-up units, (Phases B9 & B10) shall only be provided by the City of Cape Town, once the construction of all external road improvements mentioned in Stage 1 of the Belladonna Estate Development, as well as 2 meter wide sidewalks in EersRiv Way has been completed in their entirety.
- 2.6.10 That the Developer/Owner, and to the satisfaction of the Department: Roads and Stormwater, shall construct a 2 meter wide sidewalk along the eastern side of EersRiv Way between the intersections of Silversands Road and Albert Philander Road.
- 2.6.11 That the cost of the sidewalks along EersRivWay, shall be offset against development contributions, any shortfall be for the account of the Developer/Owner.
- 2.6.12 That the Developer/Owner, shall enter into a Service Agreement with the City of Cape Town to construct the 2 meter sidewalk along EersRiv Way, at an agreed cost, (this would require that the Developer follow a tender process according to Council Policy), which would be off-set against Development Contributions payable in respect of bulk civil engineering services.
- 2.6.13 That the Developer/Owner, and to the satisfaction of the Department: Roads and Stormwater, shall construct a taxi embayment on the upstream sides of EersRiv Way at the EersRiv Way/Bardale Road Intersection.
- 2.6.14 That the cost of the aforementioned taxi embayments, shall be offset against development contributions, any shortfall shall be for the account of the Developer/Owner.
- 2.6.15 That the Developer/Owner, shall enter into a Service Agreement with the City of Cape Town to construct the aforementioned taxi embayments, at an agreed cost, (this would require that the Developer follow a tender process according to Council Policy), which would be off-set against Development Contributions payable in respect of bulk civil engineering services.
- 2.6.16 That the Developer/Owner at his/her cost and to the satisfaction of the Department: Roads and Stormwater, shall provide taxi-embayments along main routes through the proposed Belladonna Development.
- 2.6.17 That the Developer/Owner at his/her cost and to the satisfaction of the Department: Roads and Stormwater, shall provide a turning facility in Bella Drive at the cadastral boundary of Erven 7041 and 17975, so as to accommodate refuse vehicles.
- 2.6.18 That where road(s) traversing Phases A9, A12, A19 and A20 terminate/end adjacent to A21 (sub-divisional area), that the Developer/Owner at his/her cost and to the satisfaction of the Department: Roads and Stormwater, shall provide turning facilities so as to accommodate refuse vehicles

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2.7 Fire and Rescue:

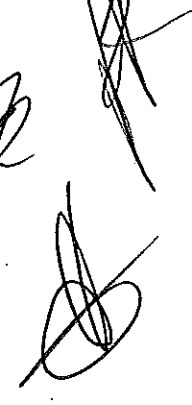
That the buildings shall comply with the NBR (National Building Regulations), By-Law relating to Community Fire Safety, and or any other pertinent regulations.

2.8 Health (Non-residential sites):

- 2.8.1 That the facilities (on Erven 29616 and 29600) shall be conduct in such a manner so as not to cause any nuisance or annoyance to residents of neighbouring properties.
- 2.8.2 That all areas shall be adequate lightning and naturally or mechanically ventilated to the external air. In this regard details of the mechanical ventilation and artificial lighted shall be provided.
- 2.8.3 That building plans shall be submitted. All requirements set by the Department: Health shall be complied with.
- 2.8.4 That buildings shall be rodent proofed in accordance with the Government Rodent proofing Regulations.
- 2.8.5 That the facility shall comply with the requirements of the Tobacco Products Control Amendment Act 83 of 1993 and Notice Relating to Smoking of Tobacco Products in Public Places, Regulation No R975 dated 29 September 2000.
- 2.8.6 That ramps for disabled persons shall be provided. Such ramps shall be provided with:
- a) A surface constructed of non-slip material.
 - b) A handrail positioned between 850mm and 100mm.
 - c) A balustrade or raised curb of not less than 75mm high.
- 2.8.7 That toilet facilities shall be provided for disabled persons. Such toilets shall comply with the following:
- a) A sliding or outward opening door, the lock of which shall be openable from the outside with a suitable device shall be provide.
 - b) The water closet shall not be less than 450mm or more than 500mm between the centre line and the nearest wall. The front edge of the pan shall be not less than 600mm from the rear wall. The top surface of the seat shall be not less than 460mm and not more than 480mm above floor level.
 - c) That approved hand-grabs shall be provided to the nearer wall and the rear wall of the compartment.
 - d) The flushing control and the toilet paper-holder shall be easily accessible and the lid and the seat shall remain in the upright position when raised.







- e) The wash hand basin shall be sited not more than 830mm from the floor and have a vertical clearance of 650mm underneath at a point not less than 160mm from the front of the basins.
- f) The bowl of the vanity slab shall be not more than 80mm from the front of the slab and shall have a clearance of 680mm measured from the floor to the underside of the fascia.
- g) Water taps shall be operated by lever-handles and the cold water tap shall be within easy reach of any person sitting on the water closet pan.

2.8.8 That there shall be no obstruction in the path of disabled persons. In this regards:

- a) Any headroom clearance of less than 2m shall be indicated.
- b) Approved signs shall be provided to indicate facilities for disabled persons.
- c) Disabled parking bays shall be provided.

2.8.9 That concerning the day care centre, the following shall be applicable:

A. Infants Section (0 – 2 years)

- 1. An indoor play area of at least 2m² per child shall be provided.
- 2. A wash hand basin shall be provided in the nursery.
- 3. The following items shall be provided in sufficient numbers:
 - potties – one potty for every 5 children.
 - racks for the storage of potties.
 - baby baths – one baby bath for every 15 children.
 - storage facilities for soiled nappies.
 - covered, safe, clean and waterproof mattresses shall be provided.

B. Children's Section (2 – 6 years)

- 1. An indoor play area of at least 1,5m² per child shall be provided.
- 2. An outdoor play area of at least 1m² per child for the first 30 children shall be provided. If no outdoor space is available, add an extra 1m² per child.
- 3. Water closets and wash hand basins shall be provided in the ratio of one for every 20 children or part thereof, irrespective of the sex.
- 4. Toilet facilities shall be of the low – level type, or alternatively platforms of suitable height shall be provided at the water closet pans and wash hand basins to be used by children. Such platforms shall be of an impervious material.
- 5. The hot water supply to the wash hand basins used by children shall be thermostatically controlled at a suitable temperature, alternatively, only cold water need to be provided.

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C. Aftercare

1. An indoor play area of at least 1,5m² per child shall be provided.
2. An outdoor play area of at least 2m² per child shall be provided. Such area shall be separate from the pre-school age groups.
3. Water closets and wash hand basins, separate for sexes, must be provided in the ratio of one to every 20 children.

D. Kitchen

1. The kitchen shall be kept clean and in a hygienic condition at all times.
2. The kitchen shall be provided with:
 - A wash hand basin.
 - A double bowl, double drainage board, stainless steel sink. At least one of the bowls shall be of the deep pot – washing type.
 - Adequate cooking and refrigeration facilities.
 - The entrance to the kitchen shall be adequately protected to prevent children from gaining free access thereto and safety aspects shall be complied with.
 - A separate space (not necessarily a separate room) for the preparation of baby food shall be provided.
 - The person in charge of the kitchen shall be in possession of the Certificate of Acceptability for food premises.
 - A disconnecting lobby shall be provided between the water closet and the kitchen.
 - The disconnecting lobby to the water closet compartment shall be adequately lighted and ventilated to the external air.

E. Indoor Play Area

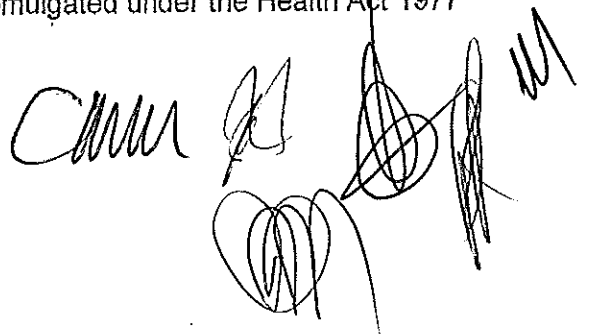
1. Shall be provided with an insulating floor covering.
2. Kept free of private furniture and suitable equipped for crèche purposes.

F. Outdoor Play Area

1. Shall be provided with a fence with a height of at least 1.8m (if deemed necessary).
2. Shall be free of dangerous articles, poisonous plant, obstacles, steps or excavations.

G. Certificate of Acceptability

- 2.8.10 Should food be prepared, handled and supplied an application shall also be made for a Certificate of Acceptability for Food Premises in terms of Regulation 918 dated 30 July 1999, promulgated under the Health Act 1977 (Act 63 of 1977).

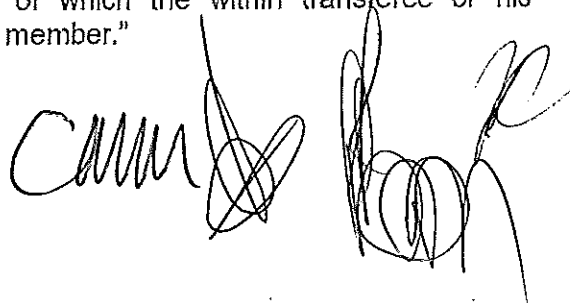


2.9 Planning and Building Development Management:

- 2.9.1 That a Home Owners' Association (HOA) be established in accordance with the provisions of Section 29 of the Land Use Planning Ordinance, No 15 of 1985 (LUPO), which HOA shall come into being prior to Council certifying in terms of Section 31 of LUPO that any condition on which the subdivision was granted, has been complied with.
- 2.9.2 That ownership of the private open space (Erf 29615, 295797 and 29620) will vest in the HOA, transfer of which portion shall be taken by said HOA simultaneously with the transfer or separate registration of the first deducted land portion in the relevant phase of the development.
- 2.9.3 That in addition to the responsibilities set out in Section 29 of the Ordinance, the HOA shall also be responsible for:
- 2.9.3.1 Maintenance of the private area (Erf 29643) and Public Open Space (Erf 29296)
- 2.9.3.2 Enforcing compliance with the Environmental Authorisation.
- 2.9.3.3 Enforcement of the OEMP
- 2.9.4 That the HOA Constitution specifically will empower the Association to deal with the matters set out above.
- 2.9.5 That the HOA Constitution contains a provision that certain identified paragraphs thereof may not be altered or amended in any way without the prior written consent of Council.
- 2.9.6 That the Home Owners' Association will comprise the registered owners of the land units designated as Erven 29157-29295, 29297-29497, 29499-29593, 29601-29607, 29609-29614, 29622-29633, 29498, 29594, 29595, 29621, 29634, 29637-29640, 29642 and 29645 on the approved subdivision layout plan. The owners will become members of the HOA automatically upon taking transfer of their respective land unit. This requirement will be binding on the said owners and any successors in title and will be included in the title deed of each portion. Any Power of attorney to pass transfer shall include the following conditions, which shall be carried forward into the relevant title deeds :

"SUBJECT to the following condition imposed by the City of Cape Town in terms of Section 42 of Ordinance 15 of 1985 when approving the subdivision of Erf 29157-29295, 29297-29497, 29499-29593, 29601-29607, 29609-29614, 29622-29633, 29498, 29594, 29595, 29621, 29634, 29637-29640, 29642 and 2964, Blue Downs :

"The subject property may not be alienated without prior written consent of the Home Owners' Association of which the within transferee or his successors in title shall become a member."

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- 2.9.7 That the land held by the HOA will not be disposed of, alienated or transferred to any other party, nor mortgaged, which condition shall be carried forward into the title deed(s) of the concerned land.
- 2.9.8 That the Constitution of the Home Owners' Association, which incorporates the additional requirements imposed by condition of approval and listed above, be submitted to Director Planning & Building Development Management prior to rates clearance, for approval in terms of Section 29(2)(b)(iii) of Ordinance 15 of 1985.
- 2.9.9 That a first meeting of the HOA be called once 80% of the erven have been sold or dwellings occupied on such erven (whichever occurs first), and that the minutes of such meeting be sent to Director Planning & Building Development Management within two weeks of such meeting taking place. In addition, a first Annual General Meeting must be held by the developer / members within 12 months from the date of approval of the aforesaid Constitution by Council.
- 2.9.10 That until formal establishment of the HOA, the developer will assume all responsibilities of the HOA.

3. EXISTING CONDITIONS FROM THE 26 FEBRUARY 2007 AND 11 JUNE 2010 REZONING APPROVAL (INCLUDED HERE FOR INFORMATION ONLY):

3.1 ESKOM:

- 3.1.1 That should it be necessary to relocate / support or protect any of the existing Eskom services, at least three (3) months notice in writing is required and the costs will be for the account of the Developer / Applicant.
- 3.1.2 That Eskom's rights on the property shall not be affected.

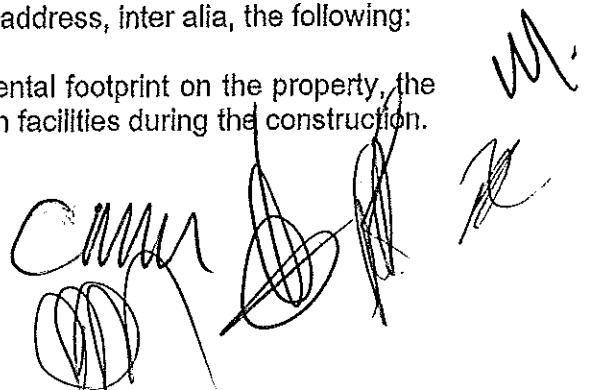
3.2 ESKOM and Roads and Stormwater:

That the Developer/Owner at his/her cost and to the satisfaction of the Department: Roads and Stormwater, shall provide street names and lightning for the suburb in accordance with the standards as prescribed by the City of Cape Town and Eskom.

3.3 Environment:

- 3.3.1 That the Developer shall submit a Construction Phase Environmental Management Plan (CEMP) for the development to Council for approval by the Principle Environmental Planner prior to the commencement of any earthworks on the property. The EMP shall address, inter alia, the following:

- (a) The plan shall indicate the environmental footprint on the property, the erf boundaries and location of ablution facilities during the construction.



- (b) Measures to be taken to keep damage to a minimum during the construction phase.
- (c) Protection of environmentally sensitive areas by temporary fencing and advisory signs.
- (d) Phasing of vegetation clearance to minimize soil erosion and windblown sand.
- (e) Replanting of vegetation on exposed areas as development proceeds.
- (f) Application of adequate measures to ensure that any damage necessitated by the building process is properly rehabilitated afterwards.
- (g) Rehabilitation program for disturbed natural and/or heritage areas should be set out.
- (h) The plan should address how the following issues are to be dealt with:
 - Dust control
 - Noise pollution
 - Erosion control
 - Waste management during construction period
 - Protection of sensitive features on the site (e.g. trees)
 - Material handling and storage
 - Site demarcation

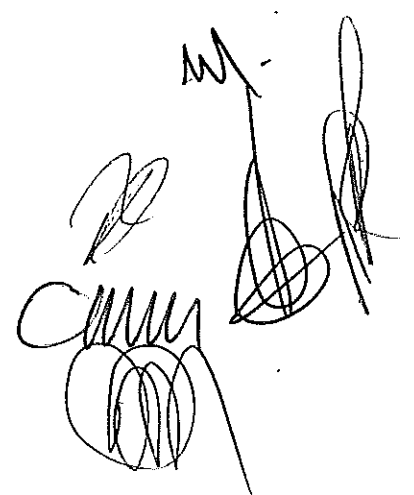
3.3.2 That the Developer shall appoint, at his or her cost, an Independent Environmental Site Officer (ESO), with appropriate environmental qualifications, for the duration of works contemplated in the plan in order to monitor compliance by all parties with the plan and requiring the ESO to liaise with the Council's environmental officers on a regular basis.

3.3.3 That the plan shall also address the ESO duties including the spot fines (penalties) in cases of environmental damage or transgressions of the CEMP.

3.3.4 That the developer shall make good any damage to the environment caused as a result of non compliance with the CEMP.

3.4 City Parks:

3.4.1 That the Developer shall submit a landscape plan for the internal open spaces, sidewalks (including externally along Eersiv Road), usage, street furniture and equipment in compliance with the design specifications as contained in the Blue Downs CBD Spatial Development Plan & Strategy for approval to Director: Strategy & Planning and Director: City Parks and that the landscaping be undertaken in accordance with the approved plan to the satisfaction of the Director: City Parks.

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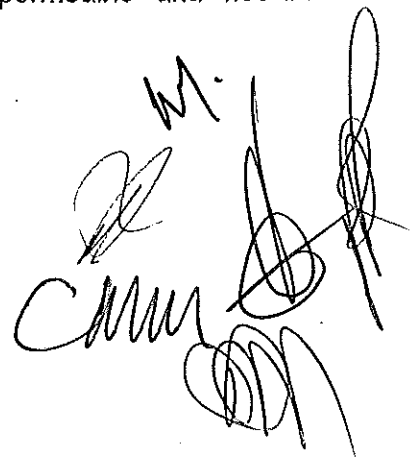
- 3.4.2 That final transfer clearance shall not be provided until such time that all landscaping conditions have been fulfilled, but that clearance may however be granted for a percentage of residential erven / units within the proposed development with the remainder retained until all public open space / landscaping conditions have been complied with to the satisfaction of the Director: City Parks. Alternatively that a valid unreserved bank guarantee in favour of the City of Cape Town be submitted to the satisfaction of the Director: City Parks.

3.5 Urban Design:

- 3.5.1 That the proposed development in general comply conceptually with urban design guidelines incorporated in the Blue Downs CBD Spatial Development Plan & Strategy, and specifically that the following guidelines and principles be complied with to the satisfaction of Director: Strategy and Planning:

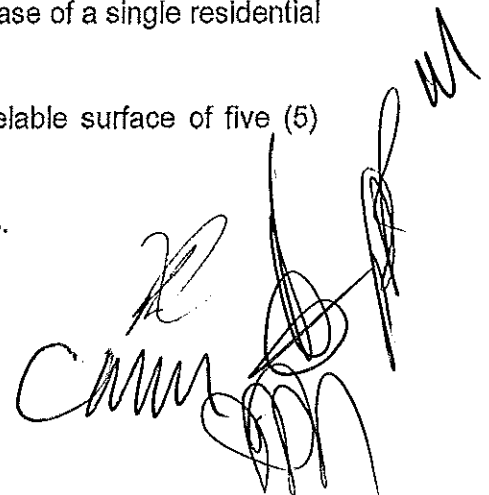
- (a) That the respective sites shall not be developed as a set of separate buildings behind a fence or wall, but that buildings rather relate positively to the major public routes (especially Eersriv Way) and spaces and contribute to the definition and closure of such spaces. To achieve this public or retail frontages shall be located at or close to property boundaries and shop entrances must be taken directly from the street (this condition is negotiable where a publicly accessible landscaped square or space provide an interface between a proposed building and public route).
- (b) Vehicular parking and public edges shall be limited with the bulk of parking areas located to the rear of the sites, as location of buildings within an sea of surrounding car parking is not permissible. This condition may be waived if parking is accommodated in an appropriately located multi purpose landscaped space, the assessment and acceptability of which will be determined by the Director: Strategy and Planning.
- (c) All vehicular parking areas are to be landscaped, with a minimum of 1 tree provided for every 2 parking bays and sufficiently additional trees used to form a definable edge to the parking space concerned.

- 3.5.2 The proposed residential development must be integrated with the urban environment and should not be a gated development form (i.e. built behind an enclosing wall). In addition, the street pattern should be fine grained and suitable for pedestrian movement, while the interface between residential units and the street must be positive, visually permeable and not be dominated by garages on street frontages.

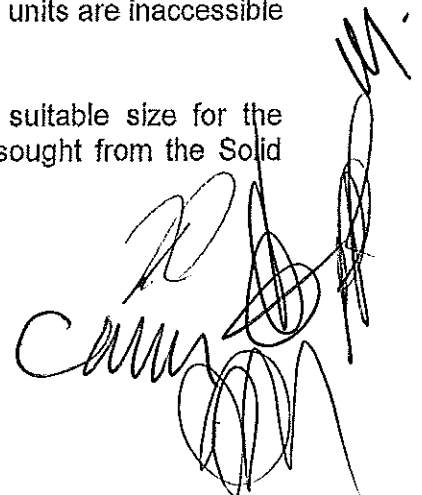
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3.6 Solid Waste:

- 3.6.1 That any building, excluding a dwelling house, in which refuse will be generated, shall be provided with an adequate storage room (which shall comply with the standards and guidelines for refuse storage areas). That these refuse room be provided in a position nearest to an access road (public road) and be accessible for the Council's refuse collection vehicles at all times as this vehicle and/or its crew members (Council staff) will not enter onto private property. Premises such as Places of Worship (churches, mosques, temples) and vacant land units do not require a refuse room. However, if the complex is large with function halls and large volumes of waste is generated or the vacant land is ear marked for development (depending on the land use / zoning units) then each subdivided portion shall make provision of its own refuse room at the discretion of the Director: Solid Waste Management. Should there be an existing refuse area in use to accommodate the changes, alterations or additions to the building for the storage of bins, then this area shall be utilized for any additional bins that may be required for this development or provision shall be made for added space.
- 3.6.2 That where the internal roads are developed as private roads and the development is designed for the purpose as private residential town houses, block of flats or group housing complexes, a refuse room with an embayment for refuse vehicles shall be provided.
- 3.6.3 That existing residential units converted to house shops, offices, crèche, doctor's surgeries, medical consulting rooms, guesthouses, etc. does not have to provide a refuse room. The property shall have an enclosed area for the safe storage of the refuse bins, which the area shall be rodent proof with tap facilities to enable washing of the refuse bins on a regular basis to maintain good hygienic conditions and that the refuse bins to be placed nearest to an access road (public road) on the scheduled day of refuse collections.
- 3.6.4 That should the owner/s make alterations or additions to the residential property or subdivide the property into two or more portions for residential purposes and required additional refuse bins, the owner/s must liaise with the Corporate Call Centre for Solid Waste enquiries on 086 010 3089 to make the necessary arrangements and place the container/s nearest to an access road (public road) on the scheduled day of refuse collection.
- 3.6.5 That a single centralized waste/recycling area/room are required for each completed development. The only exception is the case of a single residential dwelling, where a waste storage area is not required.
- 3.6.6 That access hall be provided with a minimum travelable surface of five (5) meters width.
- 3.6.7 That the minimum corner radii shall be five (5) meters.

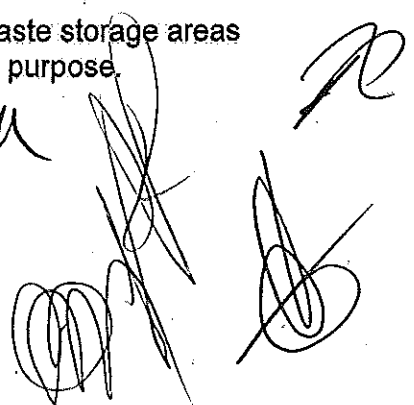
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- 3.6.8 That the maximum depth of cul-de-sac shall be 20,0 meters or 3 erven, whichever is the lesser. Where this requirement is exceeded, it will be necessary to construct a minimum turning circle or alternatively, a turning shunt with at least 22 meters in diameter. With respect to the latter, on-street parking is to be prohibited by way of "red lines" painted on the road surface as well as "no parking" signboards, as a single parked vehicle can render these latter circles and shunts useless.
- 3.6.9 That minimum turning circle radius shall be eleven (11) meters to the centre line of the vehicles.
- 3.6.10 That the road foundation shall be designed to carry a single axle load of eight thousand two hundred (8 200) kilograms.
- 3.6.11 That if the entrance is via a private or narrow road, then a screeded washable hard surface shall be provided for bins at the entrance of the private or narrow road.
- 3.6.12 That the waste/recycling area/room shall be large enough to store all refuse produced on the premises, including all material intended for recycling.
- 3.6.13 That the size of the size of the waste/recycling storage area/room shall depend on the rate of refuse generated and the frequency of the collection service. For design purposes, sufficient space should be available to store two week's refuse.
- 3.6.14 That where the premises might be utilized by tenants for purposes other than those originally foreseen by the building owner, the area, shall be sufficiently large to store all refuse generated, no matter what the tenant's business may be. Room for future expansion is also desirable.
- 3.6.15 That waste storage area/rooms shall be designed to cater for wheeled containers. The dimensions of these containers are: Commercial and Domestic: 585mm wide x 730mm deep x 1100mmm high.
- 3.6.16 That a total floor area of at least 1.106m² shall be provided for each 240 liter container.
- 3.6.17 That with regard to flats and townhouses, a minimum of 50 liters of storage capacity per person, working or living in the premises, shall be provided at a "once a week" collection frequency. In some instances a hardened washable surface in the road reserve, shall be provided where the units are inaccessible for refuse collection vehicles.
- 3.6.18 That should designers be in any doubt regarding a suitable size for the waste/recycling storage area/room, advice should be sought from the Solid Waste Collection Branch.

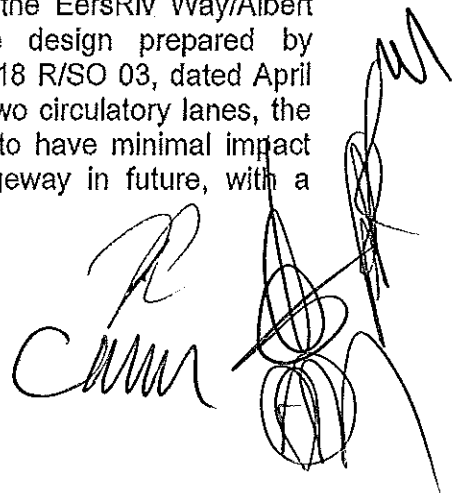
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- 3.6.19 That the floor shall be concrete, screened to a smooth surface and rounded to a height of 75mm around the perimeter. The floor shall be graded and drained to a floor trap.
- 3.6.20 That the waste/recycling storage area/room shall be roofed to prevent any rainwater from entering. The walls shall be constructed of brick, concrete or similar and painted with light colour high gloss enamel, or alternatively, tiled with tiles of a light colour. The height of the room to the ceiling shall be not less than 2.21 meters.
- 3.6.21 That the waste/recycling storage area/room shall be adequately lit and ventilated by means of fixed glass louvers. The room shall be provided with a solid hardwood, lockable door which shall be fitted with an efficient self-closing device and shall have the lower 150mm protected by sheet metal on the outside. The door and louvers shall be separated at least 3 meters from any door or window of a habitable room. Adequate artificial lighting is required in the storage area.
- 3.6.22 That a tap with a minimum 12mm diameter standard hose connection shall be provided in the waste/recycling storage area/room for washing containers and cleaning spillage. The floor shall be drained towards a 100mm floor trap linked to a drainage pipe discharging to a sewer gully outside the building. A grease trap/gully is required in terms of the Water Services Directorate.
- 3.6.23 That should the waste/recycling storage area/room be located at a level different from the level of the street entrance to the property, access ramps are to be provided as stairs are not allowed. The maximum permissible gradient of these ramps is 1 : 7.
- 3.6.24 That a bay with a minimum dimension of 10.5 meters in length x 2.5 meters in width plus 45 degrees splay entrance on a public street, shall be provided where traffic flows or traffic sight lines are affected.
- 3.6.25 That in some instances a hardened surface in the road reserve, shall be provided for bins.
- 3.6.26 That any containers or compaction equipment acquired by the building owner shall be approved by the Director: Solid Waste, to ensure their compatibility with the servicing equipment and lifting attachment of Council, Council's contracted service providers or other private operators.
- 3.6.27 That Council's Integrated Waste Management Policy (IWMP) requires that stored waste should not be visible from a street or a public place. Suitable screen walls may be required in certain instances.
- 3.6.28 That access shall be denied to unauthorized persons and waste storage areas should be designed to incorporate adequate security for this purpose.

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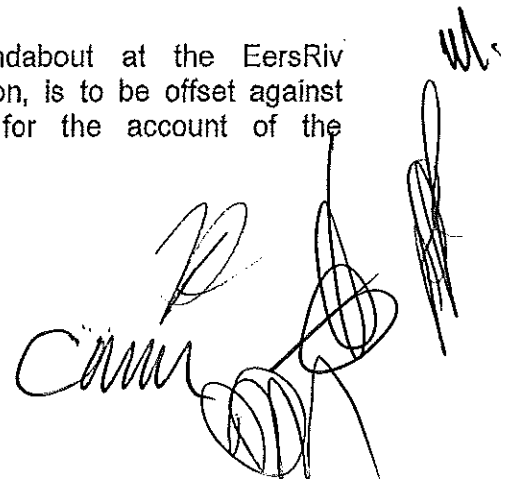
- 3.6.29 That no hazardous, chemical or medical waste shall enter the general waste stream. Solid Waste (Collections) does not remove hazardous, chemical or medical waste. A private specialized waste company shall be engaged for this purpose. These types of waste shall be disposed of by the private waste company in accordance with the minimum requirements for the Handling Classification and Disposal of Hazardous Waste (DWAR 1998) with the approval by the Department of Health.
- 3.6.30 That all waste/recycling storage area/rooms shall be approved by the Director: Solid Waste prior to construction, to ensure that the Council is able to service all installations, irrespective of whether these are currently serviced by Council or other companies.
- 3.7 Transport:
- 3.7.1 That rate clearance shall be provided per phase by the City of Cape Town on completion of all civil engineering services by the Developer/Owner required per phase.
- 3.7.2 That the 45 meter road reserve of Albert Philander Road need only be 25 meter. The Directorate: Transport will entertain that the remainder of Albert Philander Road reserve, be sold off to the developer, and incorporated into the development, the cost of which will be for the Developer's account.
- 3.7.3 That walkup residential units fronting Albert Philander Road (on the southern side of Albert Philander Road) may not have direct access from Albert Philander Road, access is to be taken via the residential area east of the proposed development.
- 3.7.4 That the Developer shall be responsible for preparing traffic calming management plan for the entire development, as well as provide an Implementation programme intended for implementation of the identified calming devices for each phase, prior to rates clearance being given. All of the aforementioned will be to the account of the Developer.
- 3.7.5 That the Developer, be responsible for the introduction of a blocked pedestrian crossing, made up of interlocking paving in Eersriv Way at the Magistrate's Court. Furthermore, that the Developer at his/her cost provide traffic signals at the aforementioned pedestrian crossing, once the warrants for a signalised pedestrian crossing are met.
- 3.7.6 That the Developer/Owner, and to the satisfaction of the Department: Roads and Stormwater, shall construct a roundabout at the EersRiv Way/Albert Philander Intersection, in accordance with the design prepared by Consultants EFG Engineers (Pty) Ltd, Plan No. D518 R/SO 03, dated April 2010. The aforementioned roundabout shall have two circulatory lanes, the roundabout needs to be aligned/positioned so as to have minimal impact once EersRiv Way is upgraded to a dual carriageway in future, with a median island.

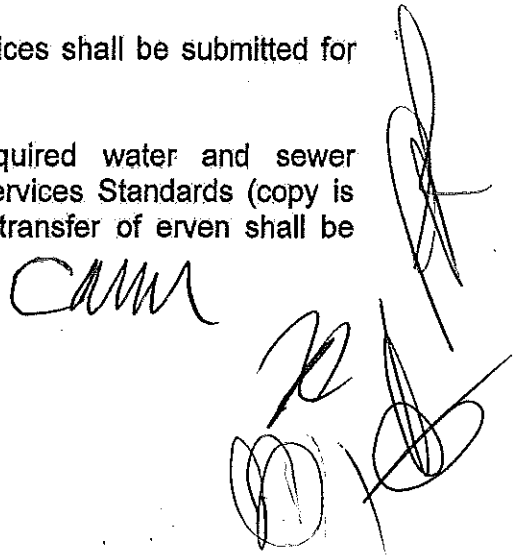
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- 3.7.7 That the cost of the aforementioned roundabout at the EersRiv Way/Albert Philander Intersection shall be offset against development contributions, any shortfall be for the account of the Developer/Owner.

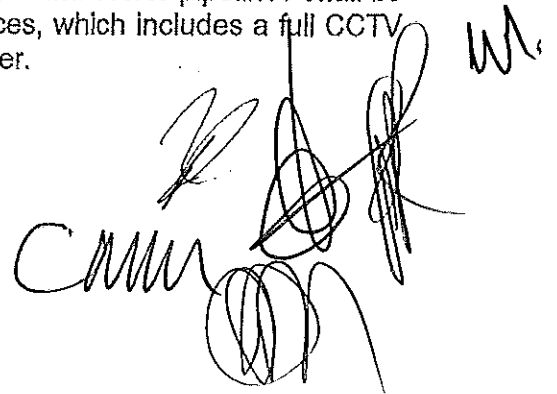
"That the Developer/Owner at his/her cost and to the satisfaction of the Department: Roads and Stormwater, shall construct a taxi embayment on the downstream side of Albert Philander Road at the Endurance Street/Albert Philander Road Intersection.

- 3.7.8 That the Developer/Owner, shall enter into a Service Agreement with the City of Cape Town to construct the aforementioned roundabout at the EersRiv Way/Albert Philander Intersection, at an agreed cost, (This would require that the Developer follow a tender process according to Council Policy), which would be off-set against Development Contributions payable in respect of bulk civil engineering services.
- 3.7.9 That the Developer/Owner, and to the satisfaction of the Department: Roads and Stormwater, shall construct a roundabout at the EersRiv Way/Bardale Road Intersection, in accordance with the design prepared by Consultants EFG Engineers (Pty) Ltd, Plan No. D518 R/SO 02, dated April 2010. The aforementioned roundabout is to have two circulatory lanes, and needs to be aligned/positioned so as to have minimal impact once EersRiv Way is upgraded to a dual carriageway in future, with a median island.
- 3.7.10 That the cost of the aforementioned roundabout at the EersRiv Way/Bardale Road Intersection, shall be offset against development contributions, any shortfall be for the account of the Developer/Owner.
- 3.7.11 That the Developer/Owner, shall enter into a Service Agreement with the City of Cape Town to construct the aforementioned roundabout at the EersRiv Way/Bardale Road Intersection, at an agreed cost, (This would require that the Developer follow a tender process according to Council Policy), which would be off-set against Development Contributions payable in respect of bulk civil engineering services.
- 3.7.12 That the Developer/Owner, and to the satisfaction of the Department: Roads and Stormwater, shall construct a roundabout at the EersRiv Way/Wimbledon Road/Buttskop Road Intersection, in accordance with the design prepared by Consultants EFG Engineers (Pty) Ltd, Plan No. D518 R/SO 01, dated April 2010. The aforementioned roundabout is to have a single circulatory lane.
- 3.7.13 That the cost of the aforementioned roundabout at the EersRiv Way/Wimbledon Road/Buttskop Road Intersection, is to be offset against development contributions, any shortfall be for the account of the Developer/Owner.

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- 3.7.14 That the Developer/Owner, shall enter into a Service Agreement with the City of Cape Town to construct the aforementioned roundabout at the EersRiv Way/Wimbledon Road/Buttskop Road Intersection, at an agreed cost, (This would require that the Developer follow a tender process according to Council Policy), which would be off-set against Development Contributions payable in respect of bulk civil engineering services.
- 3.7.15 That rate clearance shall be provided per phase in respect of the first 45 residential units (10%) of the Belladonna Development, by the City of Cape Town on completion of all civil engineering services required per phase.
- 3.7.16 That rate clearance in respect of the phases containing 335 residential units (75%) (i.e., 45 to 335 units) shall only be provided by the City of Cape Town, once the Developer/Owner has awarded the contract to construct the following external road improvements, namely:
- EersRiv Way/Albert Philander Intersection;
 - EersRiv Way/Bardale Road Intersection;
 - EersRiv Way/Wimbledon Road/Buttskop Road Intersection;
 - Sidewalk on eastern side of EersRiv Way between the Bardale and Albert Philander Intersections;
 - Taxi embayment on EersRiv Way on the downstream side of the Albert Philander/EersRiv Way Intersection.
- 3.7.17 That rate clearance in respect of the remaining 112 residential units, shall only be provided by the City of Cape Town, once the construction of external road improvements mentioned in condition 3.17 has been completed in their entirety.
- 3.7.18 That the Developer/Owner, and to the satisfaction of the Department: Roads and Stormwater, shall construct a raised medium along EersRiv Way, between the Intersection of Albert Philander Road and Bardale Road, thereby restricting access via EersRiv Way to the proposed commercial nodes and Phase C2 to Phase C4 (now known as Phases B1 – B10) as only left-in, left-out.
- 3.8 Water and Sewer Services:**
- 3.8.1 That detailed drawings of water and sewer services shall be submitted for approval, before the commencement of any work.
- 3.8.2 That the Developer shall install all the required water and sewer infrastructure and connections, as per Water Services Standards (copy is available on request) at their own cost before transfer of erven shall be allowed.
- 

- 3.8.3 That all services shall be handed over to Council on completion, of which a completion certificate will be issued, before transfer of erven will be allowed.
- 3.8.4 That as built drawings of installed water and sewer services shall be submitted to Council before transfer of erven will be allowed.
- 3.8.5 That the Developer shall be responsible for payment of the Development Contributions applicable for water and sewer services, based on the current tariffs/or as determined from time to time, before transfer of individual erven will be allowed.
- 3.8.6 That a servitude shall be registered over Water and Sewer services (existing and proposed) which fall outside the road reserve, with a minimum width of 3,0m or 2 x the depth, whichever is the greatest.
- 3.8.7 That the results of all applicable tests on water and sewer pipelines shall be made available to the Director: Water Services, which includes a full CCTV report on sewer networks prior to site handover.
- 3.8.8 That detailed drawings of water and sewer services shall be submitted for approval, before the commencement of any work.
- 3.8.9 That the Developer shall install all the required water and sewer infrastructure and connections, as per Water Services Standards (copy is available on request) at their own cost before transfer of erven shall be allowed.
- 3.8.10 That all services shall be handed over to Council on completion, of which a completion certificate will be issued, before transfer of erven will be allowed.
- 3.8.11 That as built drawings of installed water and sewer services shall be submitted to Council before transfer of erven will be allowed.
- 3.8.12 That the Developer shall be responsible for payment of the Development Contributions applicable for water and sewer services, based on the current tariffs/or as determined from time to time, before transfer of individual erven will be allowed.
- 3.8.13 That a servitude shall be registered over Water and Sewer services (existing and proposed) which fall outside the road reserve, with a minimum width of 3,0m or 2 x the depth, whichever is the greatest.
- 3.8.14 That the results of all applicable tests on water and sewer pipelines shall be made available to the Director: Water Services, which includes a full CCTV report on sewer networks prior to site handover.

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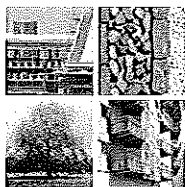
3.9 PLANNING AND BUILDING DEVELOPMENT MANAGEMENT

- 3.9.1 That all the public places and public streets to be vested in terms of Section 28 of LUPO in the Local Authority, will be clearly defined and indicated on the approved SG plan/s and erf diagram/s whichever is applicable.
- 3.9.2 That all the newly created public places and public streets to be vested in terms of Section 28 of LUPO in the Local Authority, will be provided with erf numbers (and not indicated as remainders) on the approved SG plan/s or erf diagram whichever is applicable.
- 3.9.3 That all public places and public streets will be transferred to the Local Authority upon transfer of the first unit/erf in that subdivision. All cost for the surveying and transfer of public land in terms of Section 28 of LUPO will be for the account of the applicant/developer.
- 3.9.4 That rates clearances per erf shall not be issued until such time as all the above conditions have been complied with.

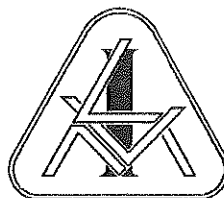
Cam
M.
R.
A.
B.

Annexure A:
Development Rights

[Handwritten signature]
CMM



AntonLotz
TOWN & REGIONAL PLANNING



LMV
Cape
(Pty) Ltd / (Edms) Bpk

P O Box 51799 Waterfront 8002
Telephone + 27 (0)21 465 3555
Facsimile + 27 (0)21 465 3550
Cellphone + 27 (0)83 487 7869
Email: alotz@iafrica.com

P O Box 51142 Waterfront 8002
Telephone + 27 (0)21 685 3308
Facsimile + 27 (0)21 685 3362
Cellphone + 27 (0)82 574 1038
Email: hennie@lmv.co.za

08 June 2010

To whom it may concern

1. DEVELOPMENT RIGHTS FOR BLUE DOWNS 1 (BELLADONNA ESTATE)

The Belladonna Estate development entails an ultimate 740 residential opportunities (460 single title group housing erven and 280 general residential units). The development is divided into 35 phases. (See Annexure F for Phasing Plan)

The land use application process consists of a two-stage process in order to allow those components of the development that are in line with the current approval, i.e. the majority of the single title group housing units and some general residential sites, to proceed.

Stage 1 Application:

The Stage 1 application entails the amendment of the Phasing and Subdivision Plans for Erven 17974 and 17975, Blue Downs to allow the implementation of the housing units that are in line with the current LUPO approval and Environmental Authorization. Based on the Stage 1 application, 447 units can be developed in accordance with phases A1 - A21, divided as follows:

- 394 single title units
- 53 general residential units

The number of units per phase is reflected on the concerned Phasing Plan. The Stage 1 application in terms of the Land Use Planning Ordinance (LUPO), No 15 of 1985 was submitted to the City of Cape Town on 8 March 2010 and subsequently approved.

Stage 2 Application:

The Stage 2 application entails the amendment of approval conditions, rezoning, subdivision, consent and departures as well as the approval of revised Phasing and Subdivision Plans for Erven 17974 and 17975, Blue Downs to increase the density and number of appropriately priced residential opportunities to be developed. The Stage 2 application provides for the following according to phases B1 – B13:

- 66 single title units (in addition to Stage 1 application)
- 227 general residential units (in addition to Stage 1 application)
- 3 business sites with a total extent of 7 200m²
- 2 institutional sites with a total extent of 2 700m²
- 1 private open space with a total extent of 700m²

The number of units per phase is reflected on the concerned Phasing Plan. The Stage 2 application in terms of the LUPO was submitted to the City of Cape Town on 14 April 2010 and approved by Spellum on 10 February 2011.

2. DEVELOPMENT RIGHTS FOR BLUE DOWNS 2 (ALOERIDGE NORTH & SOUTH)

The Aloeridge development entails an ultimate 1 023 residential opportunities (592 single title group housing erven and 431 general residential units). The development is divided into 41 phases. (See Annexure H for Phasing Plan)

The land use application process consists of a three-stage process. This is to ensure development of the area situated on the property already owned by the developer, can immediately commence following approval and will not be delayed by land transfers.

Stage 1 Application:

The common boundaries between the three properties concerned, complicates the integration of the ultimate development and an effective layout while it is imperative to create subdivisions for the concerned portions to be transferred. Therefore, the relevant common boundaries were proposed for amendment and a subdivision application, in terms of Section 23 of the LUPO, was submitted on 12 March 2010 and subsequently approved.

Stage 2 Application:

The Stage 2 application entails the rezoning and subdivision of Remainder of Portion 5 of the Farm Bardale no 451, consolidated with a portion of portion 2 of the farm Bardale No. 451 (To be registered as Portion 31 once section 23 application approved) and special consent and provides for the following according to phases A1 – A30:

- o 472 single title units
- o 295 general residential units
- o 2 institutional sites with a total extent of 1 200m²
- o 2 private open spaces with a total extent of 1 600m²

The number of units per phase is reflected on the concerned Phasing Plan. The Stage 2 application in terms of the LUPO was submitted to the City of Cape Town on 14 April 2010 and approved by Spellem on 10 February 2011.

Stage 3 Application:

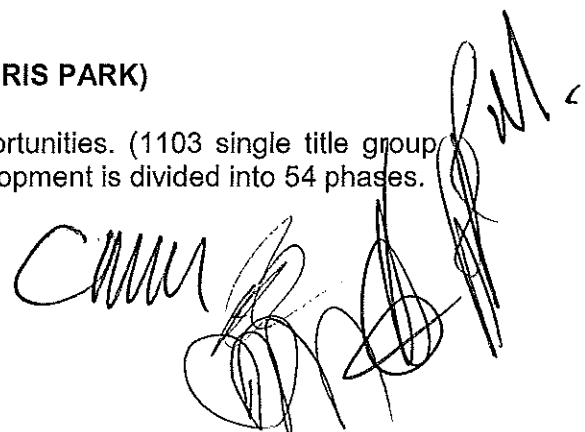
The Stage 3 application entails the rezoning and subdivision of Portion 2, a portion of the farm Bardale no 451 and remainder of erf 1892, (To be registered as Erf 29654 Blue Downs once section 23 application is approved) and special consent and provides for the following according to phases B1 – B11:

- o 120 single title units
- o 136 general residential units
- o 2 institutional sites with a total extent of 1 600m²

The number of units per phase is reflected on the concerned Phasing Plan. The Stage 3 application in terms of the LUPO was submitted to the City of Cape Town on 28 April 2010 and approved by Spellem on 10 February 2011.

3. DEVELOPMENT RIGHTS FOR BLUE DOWNS 3 (IRIS PARK)

The Iris Park development entails 1 215 residential opportunities. (1103 single title group housing erven and 112 general residential units) The development is divided into 54 phases.

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The land use application entails the rezoning and subdivision of a portion of the Remainder of Erf 1897 Blue Downs and special consent and provides for the following according to phases 1 to 54:

- o 1 103 single title units
- o 112 general residential units
- o 1 business site with a total extent of 5 500m²
- o 5 institutional sites (including a school site) with a total extent of 27 500m²
- o 1 private open spaces with a total extent of 400m²

The number of units per phase is reflected on the concerned Phasing Plan. The application in terms of the LUPO was submitted to the City of Cape Town on 31 May 2010.

We trust that you will find the above in order and readily provide any additional information, should it be required.

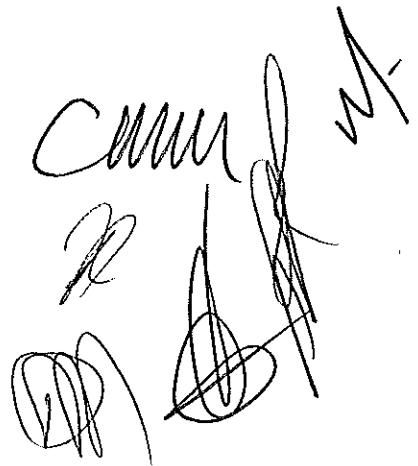
Yours sincerely



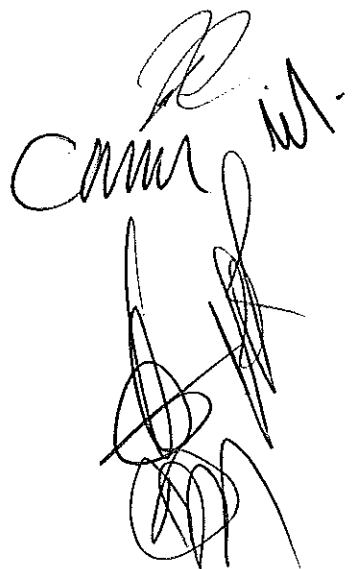
Anton Lotz

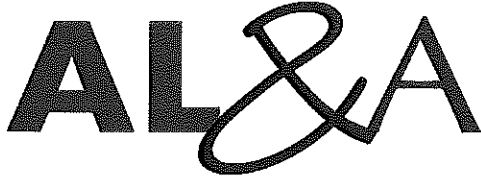


Hennie du Plooy



Annexure B:
Development Contributions Payable by Developer

Comm. int.




Development Contributions Payable by Developer for Blue Downs 1 (Belladonna Estate)

The Municipal Bulk Water Infrastructure Services described in this Agreement are to be provided by the Developer and the cost thereof offset against the total bulk water and sewer infrastructure contribution levies, which are determined in accordance with City Council's applicable policy and tariff rates, upon the transfer of the newly created erven.

The costs will include all reasonable costs associated with the design and construction of the identified bulk municipal services.

Land acquisition is not applicable as all of the proposed infrastructure upgrading will be done within already proclaimed road reserves.

The "SUMMARY OF DEVELOPMENT CONTRIBUTION LEVY vs COSTS IN LIEU OF DC's" as per Annexure D reflects the available development contributions to be utilised for the provision of bulk municipal services as agreed with the City.

Annexure D also reflects the estimated costs of identified bulk infrastructure to be constructed in lieu of development contributions as fully described in Annexure C.

This does reflect a financial commitment of R1 473 119-76 (VAT excluded) by the developer in respect of water-related bulk municipal infrastructure to be constructed as described in this agreement.

It is agreed that the development contributions in respect of water-related bulk municipal infrastructure is to be based on the 2010/2011 financial year tariffs due to the following reasons:

- discussions between the City and the Developer commenced as early as October 2010;
- the developer based the feasibility on the 2010/2011 development contributions as agreed with the officials;
- the effective date for commencement of negotiations and calculations is October 2010;
- Construction already commenced in November 2010;
- The compilation and finalisation of this document will be in the 2010/2011 financial year

It is agreed that there will be no further claim from the City for additional water related bulk municipal infrastructure unless it can be entertained within the development contributions as reflected in this Services Agreement.

It is agreed that this Agreement covers the full spectrum of water related bulk municipal infrastructure and development contributions in respect of the full development of the said erven.

It is agreed that the identified water related bulk municipal infrastructure as reflected in this Services Agreement, is agreed upon with the City's engineers and the cost of this infrastructure will be for the developers' cost, irrespective of any future escalation in the construction industry.

It is agreed that there will be no further water-related development contributions applicable at any stage of the said development unless the final land-uses are in excess of the land-uses used in this agreement (See Annexure A) to calculate the development contributions for Blue Downs 1.

The calculated Water & Sewer Development Contributions of R2 449 569-00 (VAT excluded) in respect of water and sewer infrastructure associated with the Development indicates that the proposed water & sewer improvements of R1 473 119-76 (VAT excluded) are R976 449-24 less than the available development contributions for Blue Downs 1 (See Annexure D)

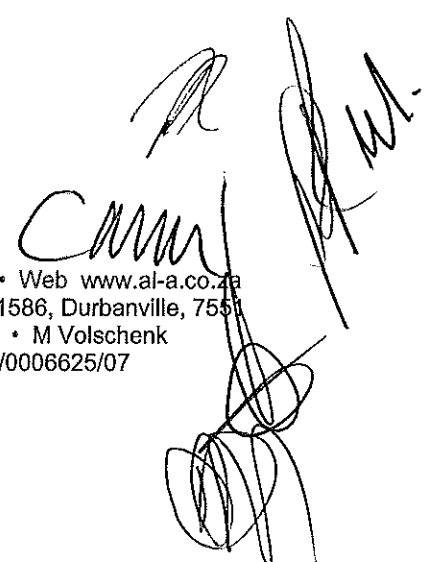
It is agreed that the available development contributions will be utilised to cross-subsidize needed bulk water – and sewer related infrastructure between Blue Downs 1, Blue downs 2 and Blue Downs 3.

It is agreed that if at rate clearance stage for a specific phase, the value of development contributions for the number of units to be cleared in that phase, exceed the infrastructure to be implemented at completion of the specific phase, a financial guarantee to the satisfaction of the engineer for the balance of development contributions for equal number of units, need to be provided by the developer.

Regards



Vincent Harris
Director



ACKNOWLEDGEMENT OF DEBT (FINAL VERSION)

BROWNFIELDS

WHEREAS the Debtor wishes to apply to Council in terms of the Land Use Planning Ordinance no 15 of 1985 for increased development rights on his/her/their land being Erven 17974 and 17975, Eersteriv Road, Blue Downs.

AND WHEREAS the Debtor is aware that there are no bulk municipal services or inadequate bulk municipal services to permit the development at this stage;

AND WHEREAS the Debtor is prepared to fund the additional bulk municipal services required in order to permit him/her/them it to develop the land referred to above notwithstanding the fact that such amounts may be in excess of that which the creditor is entitled to impose on the debtor in terms of section 42 of the Land Use Planning Ordinance no 15 of 1985;

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

NOW THEREFORE

I/We, the undersigned, (registered owners name as per Deeds Office print out and name of developer if different. Ensure that you have the full description of the company/close corporation and it's registration number)

CORPORATE HOME TRADE AND INVEST B (PT) LTD

COMPANY REG NR: 2008/005234/07

..... (referred to as "the Debtor")

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

PERIOD : 01 JULY 2010 - 30 JUNE 2011

Area	Fund	Single Res	General Res	POS	Stormwater	All Business	Light Industrial	Gen Industrial	Total
Roads	94 004 076 000 550	0.00	0.00	0.00	0.00	0.00	0.00	0.00	R 0.00
SW	94 004 076 000 540	184 777.08	114 909.99	0.00	276 323.14	48 188.08			R 624 198.25
Sewer	94 004 076 000 570	616 258.99	293 243.33	0.00	0.00	37 430.23			R 946 932.55
Water	94 004 076 000 560	1 197 787.23	569 980.23	5 077.67	0.00	72 750.98			R 1 845 676.11
Amount per Column		1 998 823.28	978 113.55	5 077.67	276 323.14	168 369.27	0.00	0.00	R 3 416 706.91
Amount / unit or m²		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	

[Handwritten signatures and initials]

Total amount payable (in words) **Three Million Four Hundred and Sixteen Thousand Seven Hundred and Six Rand and Ninety One Cents**

(hereinafter referred to as "the Capital") being the capital amount owing for the provision of bulk municipal services as agreed with the Municipality on 20 October 2010 (date)

Payment of the capital amount owing will be made :

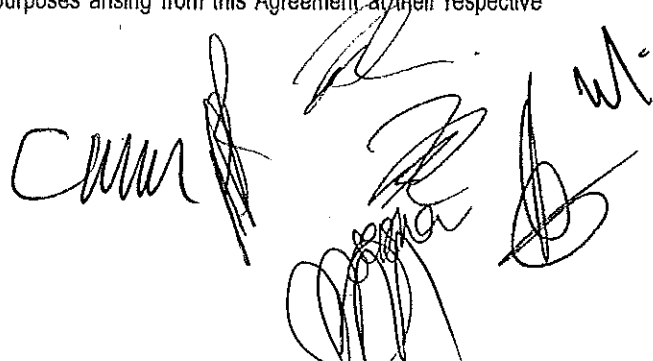
* Prior to transfer of individual erven/units.

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

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

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

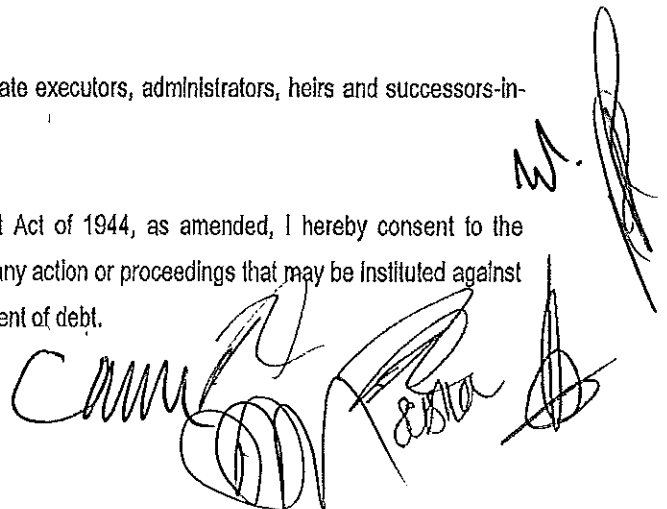
3. I/We hereby renounce the benefits of the legal exceptions divisions, "non numeratae pecuniae", "non causa debiti", "error calculi", revision of account, no value received and all other exceptions that could be pleaded to the validity or enforceability of this acknowledgement, the full meaning and effect of which have all been explained to me and I acknowledge that I am acquainted therewith.
4. Each of the parties chooses domicilium citandi et executandi for the purposes of the giving of any notice, the serving of any process and for any other purposes arising from this Agreement at their respective addresses set forth hereunder –



the CREDITOR : City of Cape Town
Somerset West Administrative Offices
cor. Andries Pretorius St & Victoria St
Somerset West
7130
Tel: (021) 850 4490

the DEBTOR : CORPORATE AONE TRADE AND FINVEST E (PT) LTD
4, HOWICKS LOT, TYGERFALLS.
C/O BILL BEUWENHOUT & CARL CRONIE
BEUWENHOUT 7530
(021) 914 6703

5. I/We agree to be liable for and pay the Creditor or its attorneys on demand, all tracing fees, legal costs on attorney/client scale and collection commission payable by the Creditor in respect of any action or proceedings that may be instituted against me in terms of or arising out of this Acknowledgement of Debt.
6. I/We further agree that failure on my part to pay in full all amounts to the Creditor on, or before, the due date shall render me liable to pay the Creditor interest at a rate of 2% (two per centum) higher than the rate charged by the Standard Bank of South Africa Limited to the Creditor, from time to time, in respect of overdraft facilities.
7. No alteration, cancellation, variation of or addition hereto shall be of any force or effect unless reduced to writing and signed by the Parties or their duly authorized representative.
8. This document contains the entire Agreement between the parties with respect to the Debtor's indebtedness to the Creditor in relation to money to be paid for the construction of the infrastructure for municipal services required in order to permit the development of the land. If applicable, a further Services Agreement may be entered into whereby the Debtor will provide infrastructure in lieu of a financial contribution.
9. No extension of time or other indulgence granted by the Creditor to me in respect of my obligations will constitute a waiver of the Creditor's right to enforce compliance of the terms hereof nor will it constitute a novation of this Acknowledgement.
10. This Acknowledgement will be binding on my Estate executors, administrators, heirs and successors-in-title.
11. In terms of section 45 of the Magistrate's Court Act of 1944, as amended, I hereby consent to the jurisdiction of the Magistrate's Court in respect of any action or proceedings that may be instituted against me in terms of or arising out of this acknowledgement of debt.



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

12. I/We acknowledge that the signature of this acknowledgment does not entitle me/us to approval of a development application.
13. I/We acknowledge that no representation or any form of duress whatsoever has induced me to sign this Acknowledgement of Debt and that I have done so of my/our own free will and volition.

SIGNATURE

AS WITNESSES:

1.

2.

SIGNED AT

ON THIS

OWNER:

S.S.P.O.A.

2010.

SIGNATURE

AS WITNESSES:

1.

2.

SIGNED AT

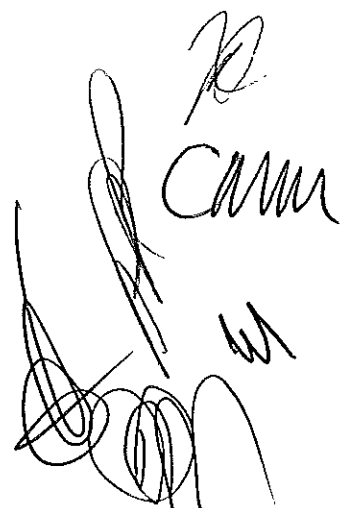
ON THIS

DEVELOPER:

2010.

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Annexure C:
Bulk Municipal Water Infrastructure: Scope of Work, Costs and
Programme



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COMBINED LAND USE BUDGET: BLUE DOWNS 1, 2 & 3													
Zoning	Land Use	Blue Downs 1			Blue Downs 2			Blue Downs 3			Total		
		No. of Erven	No. of Units	Area (ha)	No. of Erven	No. of Units	Area (ha)	No. of Erven	No. of Units	Area (ha)	No. of Erven	No. of Units	Area (ha)
Residential Zone III	Town House	460	460	9.87	592	592	9.24	1 103	1 103	23.07	2 155	2 155	42.18
Residential Zone IV	Flats (multi-unit blocks)	11	280	3.41	22	431	4.78	10	112	1.67	43	823	9.86
Business Zone I	Business Premises	3	-	0.72	-	-	-	1	-	0.55	4	-	1.27
Institutional Zone I	Primary School	-	-	-	-	-	-	1	-	-	1	-	-
Institutional Zone I	Crèche	1	-	0.10	2	-	0.12	2	-	2.44	5	-	2.66
Institutional Zone II	Place of Worship	1	-	0.17	2	-	0.17	2	-	0.31	5	-	0.65
Open Space Zone I	Public Open Space	8	-	0.85	9	-	1.28	12	-	3.07	29	-	5.2
Open Space Zone II	Private Open Space	1	-	0.07	2	-	0.16	1	-	0.04	4	-	0.27
Authority Zone	Storm Water Detention Facility	1	-	0.23	3	-	0.55	2	-	0.59	6	-	1.37
Authority Zone	Eskom Substation	-	-	-	1	-	-	-	-	-	1	-	-
Transport Zone I	Railway Reserve	-	-	-	1	-	0.01	-	-	-	1	-	0.01
Transport Zone III	Public Parking	2	-	0.35	-	-	-	1	-	0.16	3	-	0.51
Transport Zone II	Public Road	-	-	4.57	-	-	5.13	-	-	10.40	-	-	20.10
TOTAL		488	740	20.34	634	1 023	21.44	1 135	1 215	42.30	2 257	2 978	84.08

Annexure D:
Total Project Cost

CMU
P.
P. W.

BLUE DOWNS 1 - SUMMARY OF DEVELOPMENT CONTRIBUTION LEVY vs COSTS IN LIEU OF DC's

AL&A

BLUE DOWNS 1 - DC's as per layout on 11 MARCH 2010 as submitted per LUPO application and per AOD signed 20 Oct 2010

Land-uses	# of res. Units	# of Bus. GLA	Area (m²)	Sewer (2010/2011)	Water (2010/2011)
Rezoning from Undetermined to Residential 3 (Single Res)	460		98700	R 540,578.06	R 1,050,690.55
Rezoning from Undetermined to Residential 4 (Group housing)	280		34100	R 257,230.99	R 499,965.11
Rezoning from Undetermined to Business		2604	7200	R 32,833.54	R 63,816.65
Rezoning from Undetermined to Private Open Space			700	R 0.00	R 4,454.10
Rezoning from Undetermined to Institutional (Creche&Church)		1148	2700	R 0.00	R 0.00
Rezoning from Undetermined to Public Road			49200	R 0.00	R 0.00
Rezoning from Undetermined to Puplic Open Space			8500	R 0.00	R 0.00
Rezoning from Undetermined to Detention pond			2300	R 0.00	R 0.00
Total of Development Contributions for Blue Downs 1	740	3752	203400	R 830,642.59	R 1,618,926.41
				R 2,449,569.00	

BLUE DOWNS 1 - Total of implementation costs in lieu of dc's

	Sewer	Water
Project 1: Relocation of existing 500mmdia Waterpipe along EersRiv Way		
Construction cost as per Element Consulting Engineers' Report (28 March 2011)	R 0.00	R 800,920.00
Design - and Supervision cost as per Element Consulting Engineers' Report (28 March 2011)	R 0.00	R 100,114.88
Project 2: Protection of 1500mmdia Watermain at Albert Philander / EersRiv Way		
Construction cost as per Element Consulting Engineers' Report (28 March 2011)	R 0.00	R 508,520.00
Design - and Supervision cost as per Element Consulting Engineers' Report (28 March 2011)	R 0.00	R 63,564.88
Total value of external Water - and Sewer Services to be implemented in lieu of dc's	R 0.00	R 1,473,119.76
	R 1,473,119.76	

Total of Blue Downs 1 DC's available for implemetation on Blue Downs 2 and 3

R 830,642.59	R 145,806.65
R 976,449.24	

Our ref: 04046

28 March 2011

Alwyn Laubscher and Associates (Pty) Ltd
Oxford Gate Office Park
50 Oxford Street
DURBANVILLE
7550

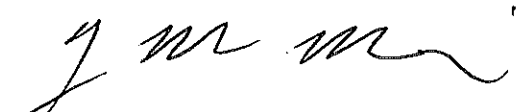
Attention: Mr. Vincent Harris

BELLADONNA ESTATE DEVELOPMENT- BLUE DOWNS: MODIFICATION TO EXISTING BULK SERVICES – RELOCATION OF 500 DIAMETER WATER MAIN

Attached hereto please find details of the relocation of the 500 diameter water main ordered by the Department of Water and Sanitation at the intersection of Eersteriv Way and Albert PhinaInder Road.

We trust that the information provided meets your requirements. Please contact the undersigned if you require any further questions.

Yours sincerely



J M Marais PrEng
For Element Consulting Engineers

A FIFTH DIMENSION TO ENGINEERING - 'N VYFDE DIMENSIE TOT INGENIEURSWESE - UMLINGANISO WESIHLANU KWEZOBUNJINELI

EXECUTIVE DIRECTORS:

F DE V RYKE (MANAGING) PR ENG BSC (ENG)

P J DU PLESSIS PR ENG B ENG GOVT CERT PA ROSSOUW PR TECH (ENG) ENG TECH (M) D SMITH PR ENG B SC (ENG) B COM (HONS) BG ZIETSMAN PR ENG MSC (ENG) HONS B (M & A)

NON-EXECUTIVE DIRECTORS:

JA TURNER (CHAIRMAN) PR ENG B ENG BSC HB KHAN B COM (HONS) CA (SA) S LAKHI CA (SA) Y MOHAMED B PROC (UDW), DIP. IN PFP (UNISA) CA TSHABANGU B COM (HONS)

TECHNICAL DIRECTORS:

JW BESTER PR ENG MSC (ENG) JG HICKMAN PR TECH (ENG) NHD HC LOURENS PR ENG M ENG JM MARAIS PR ENG M ENG I PETRIK PR TECH (ENG) NHD WE VD TOORN PR ENG BSC (ENG)

ASSOCIATES:

CJ BOTHA PR ENG B ENG CJ BRINK PR ENG MSC (ENG) W BRITS PR TECH (ENG) B TECH J DU PLESSIS PR ENG B ENG GOVT CERT JP HARTMANN PR TECH (ENG) NHD IV OLIVIER PR TECH (ENG)
HJ JANSE VAN NOORDWYK PR ENG B ENG JH THERON PR ENG B ENG HCVD WATT PR TECH (ENG) B TECH LVD WATT (ADMIN) HSJ VD WESTHUIZEN (ADMIN)

ENGINEERING SERVICES FOR ERVEN 17974 and 17975, BLUEDOWNS, KNOWN AS BELLADONNA ESTATE

MODIFICATION TO EXISTING BULK SERVICES – RELOCATION OF EXISTING 500 mm DIAMETER WATER PIPE ALONG EERSTERIV WAY

Back ground

An existing 500 mm diameter water main runs parallel to Eersteriv Way, east of the road. At the intersection of Eersteriv Way with Albert Philander Road, this pipe is extremely shallow. With the proposed upgrade of the intersection between the two streets, this pipe would be situated in the road layer works associated with the construction of the intersection.

Further to the above, this pipe is not located at a constant distance from Eersteriv Way. To the south of the intersection, the pipe is situated inside the boundary of new Erf nr. 29641, part of the subdivision of Erf 17974 and 17975.

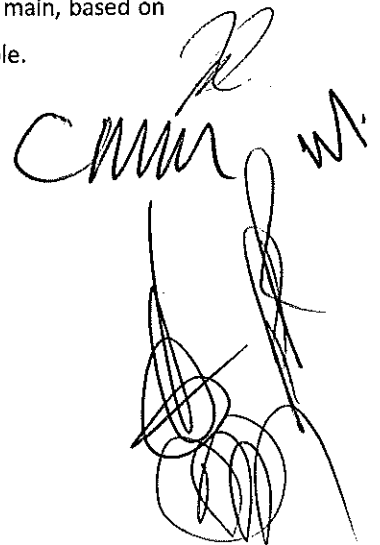
Relocation of the existing water pipe is therefore required to address the abovementioned matters.

Scope of the Works

Agreement was reached with the Department of Water and Sanitation that the existing water main will be relocated along the full distance from Albert Philander Road southward toward the southern corner of Erf 29643. The relocation would involve re-routing the pipeline as well as lowering the invert along the full length in question. The length of the relocation is approximately 250 m. Detail of the proposed relocation is provided on the attached drawing No. 04046/C/100. A long section of the proposed relocation is illustrated on drawing No. 04046/C/101.

Cost

Burger and Wallace Construction had been appointed by the Developer of the Belladonna Estate for construction of both internal and external civil engineering services. In terms of their contract, they were requested to provide a cost for the proposed relocation of the existing water main, based on the scope of works described above. Detail of the cost is provided in the attached table.



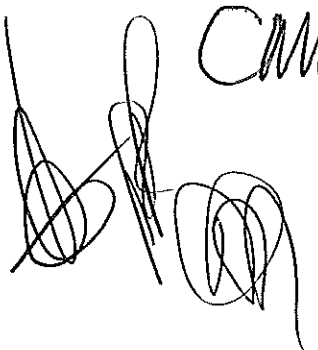
The cost estimate is based on preliminary quantities taken from the design drawings. The final quantities will only be verified after completion of the work. The estimated cost is R800 920.00, excluding VAT (refer to the attached schedule of quantities). Based on this amount the professional fees for the design and construction supervision of the relocation is R100 114.88 (based on Gazetted rated).

Therefore the total estimated cost for the relocation of the 500 mm diameter pipe is R901 034.00, excluding VAT.

Programme

The programme for relocating the 500 mm water main as described above will be integrated with the programme for the construction of the Albert Philander / Eersteriv Intersection that forms part of the external services to be provided by the Developer.



The Works commenced in January 2011 and in due for completion by mid April 2011. The work is to be performed in sections to coincide with the programming of the road works associated with the construction of the intersection.

M.
R
CMM


CONTRACT No. EL 04046

CIVIL ENGINEERING SERVICES BLUE DOWNS, 500 dia Watermain relocation

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
	SABS 1200 C	<u>SCHEDULE A: SITE CLEARANCE</u>				
B.1	SD C 8.2.1	Clear and grub in :				
B.1.2	SD C 8.2.1(b)	b) Pipe servitudes (6m wide)	m	255	12.00	3,060.00
B.4	SD C 8.2.14	Remove from site and dispose of rubble and undesirable material at a site to be identified by the Contractor	m3	1	300.00	300.00
B.5	SD C 8.2.13	Break up existing asphalt, road kerbs and channels and dump at a site to be identified by the contractor	m2			
C.1	SABS 1200 D	BULK EARTHWORKS				
C.1.1	8.3.1.2	Remove tosoil to a nominal depth of 100mm; stockpile and maintain for:				
C.1.1.2		Pipe Servitudes	m2	255	14.00	3,570.00
C.1.3.1	8.3.2(b)(2)	Hard rock excavation	m3	1	5,000.00	5,000.00
C.1.4	SD C 8.2.1.2	Spread of topsoil 150mm thick from stockpile on 'erven'.	m2			
TOTAL CARRIED FORWARD						11,930.00

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CONTRACT No. EL 04046

CIVIL ENGINEERING SERVICES BLUE DOWNS, 500 dia Watermain diversion

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
BROUGHT FORWARD						65,775.00
	SD DB 8.3.5 (b)	Services that adjoin a trench				
F.3.7		a) Sewer pipes	m		30.00	
F.3.8		b) Stormwater pipes	m		30.00	Rate Only
F.3.9		c) Water pipes	m	120	30.00	3,600.00
F.3.10		d) Telkom cables	m			
F.3.11		e) Electrical cables	m	120	30.00	3,600.00
F.3.12		f) Existing fences	m	120	30.00	3,600.00
	SD DB 8.3.8	Dealing with seepage water in trenches				
F.3.13		a) Supply and place 19mm crushed stone from commercial sources	m3	5	250.00	1,250.00
F.3.14		b) Supply and place geotextile (refer to PSDB 3.8)	m2	60	7.00	420.00
F.4	SABS 1200 LB	BEDDING				
		Supply and compact bedding to 100% Mod.AASHTO-density with material:				
	8.2.1	from trench excavations:				
F.4.1		a) Bedding	m3	60	incl	
F.4.2		b) Blanket	m3	90	incl	
TOTAL CARRIED FORWARD						8,245.00

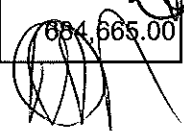
Handwritten signatures and initials are present on the right side of the page, including a large signature that appears to be "CMM" and several other scribbles and initials.

CONTRACT No. EL 04046

CIVIL ENGINEERING SERVICES BLUE DOWNS, 500 dia Watermain diversion

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
BROUGHT FORWARD						78,245.00
F.5	SABS 1200 L SD L8.2.1	HIGH PRESSURE PIPELINES				
		Ductile Iron				
		Supply, handle, lay and bed (Class C bedding) joint as described in notes on drawing, test and disinfect pipes for K7 Specification				
F.5.2		500mm diam	m	255	1,800.00	459,000.00
F.6	8.2.2	SPECIAL AND FITTINGS				
		Extra over 8.2.1 for supply, lay, handle, bed (Class C bedding), joint, including cut pipes to lengths where required, test and disinfect for:				
		Mild Steel Bends (flanged) coupon coated				
F.6.1		500 mm diam x 11.25 °	No	2	18,900.00	37,800.00
F.6.2		500 mm diam x 22.5 °	No		18,900.00	
F.6.3		500 mm diam x 45 °	No	4	21,030.00	84,120.00
F.6.4		500 mm diam x 90 °	No		21,030.00	
F.6.5		200 mm diam x 11.25 °	No		3,900.00	
F.6.6		200 mm diam x 22.5 °	No	2	3,900.00	7,800.00
F.6.7		200 mm diam x 45 °	No		4,800.00	
F.6.8		200 mm diam x 90 °	No		4,800.00	
		Mild Steel Coupon coated T-pieces (flanged)				
F.6.9		200 x 200 mm diam	No		5,700.00	
F.6.10		500 x 200 mm diam	No	1	17,700.00	17,700.00
TOTAL CARRIED FORWARD						884,665.00

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CONTRACT No. EL 04046

CIVIL ENGINEERING SERVICES BLUE DOWNS, 500 dia Watermain diversion

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
BROUGHT FORWARD						684,665.00
F.7		VALVES				
	SD L 8.2.3	Valves: Supply and install valve complete to detail, including special , short flanged pipes, flanged adaptors, paddle flanges, cutting of pipes ect .				
F.7.1		b) 110 mm diam	No		1,845.00	
F.7.2		c) 200 mm diam	No	1	7,215.00	7,215.00
F.7.3		d) 500 mm diam	No	1	45,500.00	45,500.00
F.8		ANCILLARIES				
F.8.1	SD L 8.2.11	Anchor/thrust blocks and pedestals according to details	m3	15	1,300.00	19,500.00
F.9	8.2.13	VALVE AND HYDRANT CHAMBERS				
F.10.1		Valve chamber to detail drawing complete for the following pipe sites:	No			
F10.1.1		200mm		1	1,500.00	1,500.00
F10.1.2		300mm				
F10.1.3		500mm		1	4,500.00	4,500.00
F.10.2		Tee chamber to detail drawing with heavy duty ductile iron cover for depths up to 2.5 m	No			
F.11		SUNDRIES				
	SD L 8.2.17	Kerb paint marking for:				
F.11.1		a) Valves (blue)	No	2	12.50	25.00
TOTAL CARRIED FORWARD						762,905.00

W.

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CONTRACT No. EL 04046

CIVIL ENGINEERING SERVICES BLUE DOWNS, 500 dia Watermain diversion

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
BROUGHT FORWARD						762,905.00
F.11.2	SD L 8.2.16	Locate, cut into and connect including all special pieces to existing watermain under the supervision of the Local Authority.				
F.11.3.1		200 mm dia connection with all specials and fittings (T-pieces measured else where)	No	1	8,000.00	8,000.00
F.11.3.2		500 mm dia connection with all specials and fittings (T-pieces measured else where)	No	2	15,000.00	30,000.00
F.11.4	SD LD 8.2.7	Concrete encasement of pipes using 15MPa concrete	m3			
F.12.1	SD L 8.2.18	Marker posts	No	3	5.00	15.00
TOTAL CARRIED FORWARD TO SUMMARY						800,920.00

W.
C. M. J.
[Signature]

Annexure E:
Authority to Sign Documentation

CMUP.
D. M.

29 March 2011

CORPORATE AONE TRADE AND INVEST 8 (PTY) LTD
Registration No. 2008/005234/07
("the Company")


**WRITTEN RESOLUTION OF THE DIRECTORS PASSED IN TERMS OF THE
ARTICLES OF ASSOCIATION OF THE COMPANY ON 29 MARCH 2011**

I, **RIAAN DE VILLIERS ROOS**, the undersigned being the director of the Company for the time being and entitled to attend and vote at Board Meetings of the Company **HEREBY RESOLVE THAT:**

JOHN COETZEE hereby be and are authorised to sign on behalf of the Company for the Service Level Agreement with the City of Cape Town Municipality in respect of the development contributions for Bulk Water and Sewer related services referred to in the Service Level Agreement.



RIAAN ROOS



SPECIAL POWER OF ATTORNEY

I, we, the undersigned

Riaan De Villiers Roos

In my/ our capacity as the lawful representative(s) of

Corporate Aone Trade and Invest 8(Pty) Ltd

and / or registered owner(s) of

Erf 17974 and 17975

Hereby nominate, constitute and appoint

JOHN COETZEE

with power of substitution to be my lawful representative and agent in my name, place and stead to conclude all relevant contractual documentation which may be required in order to finalise the 'Final Acknowledgement of Debt' in relation to Erf 17974 and 17975, Blue Downs and for such purpose to perform all acts and sign all relevant documentation in order to give effect hereto.

THUS DONE AND SIGNED at MSP CHAMBER OF COMMERCE, BELLVILLE ON THIS 21st day of

October 2010 IN THE PRESENCE OF THE UNDERSIGNED

WITNESSES

[Signature] (Representative)

AS WITNESSES:

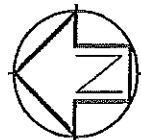
1. [Signature]

2. [Signature]

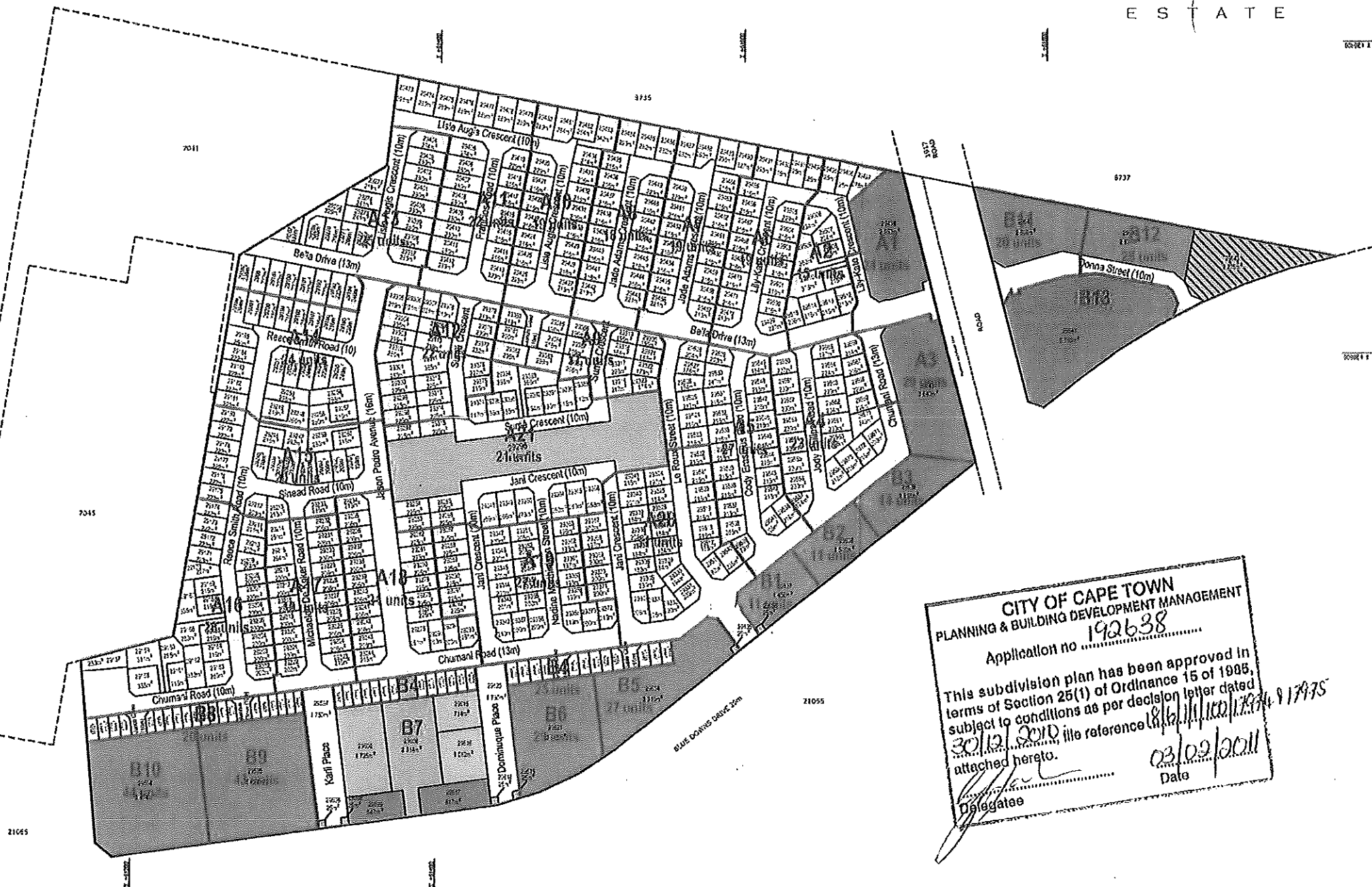
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Annexure F:
Phasing Plan for Blue Downs 1

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mt.
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BELLADONNA ESTATE



CITY OF CAPE TOWN
PLANNING & BUILDING DEVELOPMENT MANAGEMENT
Application no. **192638**
This subdivision plan has been approved in terms of Section 25(1) of Ordinance 15 of 1988, subject to conditions as per decision letter dated **30/12/2010**, the reference **18/1/11/100/17975** attached hereto.
Date **03/02/2011**
Delegated

ZONING TABLE							
ZONING	LAND USE	ERF NUMBERS	ERVEN	UNITS	AREA	%	NETT DENSITY
Residential Zone III	Town house	23131 - 23135, 23137 - 23139, 23141 - 23143, 23145 - 23147, 23149 - 23151, 23153 - 23155, 23157 - 23159, 23161 - 23163, 23165 - 23167, 23169 - 23171, 23173 - 23175, 23177 - 23179, 23181 - 23183, 23185 - 23187, 23189 - 23191, 23193 - 23195, 23197 - 23199, 23201 - 23203, 23205 - 23207, 23209 - 23211, 23213 - 23215, 23217 - 23219, 23221 - 23223, 23225 - 23227, 23229 - 23231, 23233 - 23235, 23237 - 23239, 23241 - 23243, 23245 - 23247, 23249 - 23251, 23253 - 23255, 23257 - 23259, 23261 - 23263, 23265 - 23267, 23269 - 23271, 23273 - 23275, 23277 - 23279, 23281 - 23283, 23285 - 23287, 23289 - 23291, 23293 - 23295, 23297 - 23299, 23301 - 23303, 23305 - 23307, 23309 - 23311, 23313 - 23315, 23317 - 23319, 23321 - 23323, 23325 - 23327, 23329 - 23331, 23333 - 23335, 23337 - 23339, 23341 - 23343, 23345 - 23347, 23349 - 23351, 23353 - 23355, 23357 - 23359, 23361 - 23363, 23365 - 23367, 23369 - 23371, 23373 - 23375, 23377 - 23379, 23381 - 23383, 23385 - 23387, 23389 - 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