

TRANSFER AGREEMENT

MEMORANDUM OF AGREEMENT MADE AND ENTERED INTO BY AND BETWEEN:

SWELLENDAM MUNICIPALITY

Herein represented by ANTON MARK GROENEWALD in his capacity as Municipal Manager or ANNELEEN VORSTER, in her capacity as authorized delegate, and duly authorized thereto by means of a decision
(Herein referred to as "the SELLER")

AND

RAILTON FOUNDATION SWELLENDAM

Registration Number: 169-704 NPO

Herein represented by ENRICO WILHELM ADAMS, in his capacity as duly authorized Chairperson of the organization
(Herein referred to as "the PURCHASER")

WHEREAS the SELLER resolved that the properties referred to as Erf 8528 & 8529 Swellendam are not needed for the provision of the minimum level of basic municipal services and to be surplus to the requirements of the municipality, and
WHEREAS the PURCHASER successfully tendered to purchase the property; and
WHEREAS the Seller's council has considered and agreed to the transfer of the property; and
WHEREAS the parties wish and have to stipulate their agreement in a written transfer agreement;

NOW THEREFORE the terms and conditions of the agreement to transfer is set out as follows:

1.1 The PROPERTIES, being Capital Assets, hereby being sold and to be transferred are described as:

1. **ERF 8528 (A PORTION OF ERF 8527) SWELLENDAM, in the Municipality Swellendam, Division Swellendam, Province Western Cape
IN EXTENT: 809 (EIGHT ZERO NINE) square meters.
AS WILL MORE fully appear on Surveyor diagram SG No.1583/2020**



2. **ERF 8529 (A PORTION OF ERF 8407) SWELLENDAM, in the Municipality Swellendam, Division Swellendam, Province Western Cape**
IN EXTENT: 2758 (TWO SEVEN FIVE EIGHT) square metres
AS WILL MORE fully appear on Surveyor Diagram SG No.1584/2020
(Herein afore and after referred to as "the PROPERTY")

1.2 No subsidiary assets are being transferred.

2. **PURCHASE PRICE**

2.1 The PURCHASE PRICE is the total sum of **R55 200,00 (FIFTY FIVE THOUSAND TWO HUNDRED RANDS)(VAT Inclusive)**

2.2 The PURCHASE PRICE and VAT shall be paid in cash on date of registration of transfer to the conveyancer in trust.

2.3 The PURCHASER shall within 5 days or on request by the conveyancer furnish an acceptable guarantee or undertaking to the payment of the purchase price.

3. **VALUE-ADDED TAX**

3.1 The parties herewith confirm that the SELLER is a registered VAT vendor.

3.2 The PURCHASE price includes VAT.

3.3 The PURCHASER shall be liable to pay VAT at 15% on the purchase price, which VAT is included in the abovementioned purchase price whether the PURCHASER is a VAT vendor or not.

4. **REGISTRATION OF TRANSFER:**

Registration of transfer shall occur as soon as possible after the signing of this agreement and upon the PURCHASER's compliance with paragraph 2, 3 and 9 of this agreement. Registration shall be passed by POWELL KELLY VELDMAN Attorneys.

5. **TRANSFER OF RISK:**

The effective date from which the risk and accountability for the asset herein transferred to the PURCHASER shall be on date of registration of transfer or occupation by the Purchaser, whichever occurs first.

6. **OCCUPATION:**

Possession of the assets shall be given to the PURCHASER on date of registration of transfer or prior to registration should the parties agree to it in writing.

7. **OCCUPATIONAL RENTAL:**

The PURCHASER shall pay any occupational rent in in consideration of enjoying occupation before date of registration, which rent shall be determined by Council of the Seller as agreed between the parties in writing in accordance with clause 6 above before date of occupation.



8. **RATES AND SERVICE CHARGES:**

The PURCHASER shall from date of occupation be liable to pay or account for municipal service charges and rates in respect of the asset, or, should occupation occur after registration, from date of registration.

9. **COSTS OF TRANSFER:**

The PURCHASER shall pay all transfer costs incurred in respect of the registration of transfer of the assets, including the costs incidental to the preparation and negotiation of this transfer agreement, VAT, transfer duty, surveying fees, registration of any servitude, consolidation and all disbursements. The balance not yet paid is payable immediately upon request.

10. **VOETSTOOTS:**

10.1 The PROPERTIES is sold as described in the existing title deed or deeds thereof, and is subject to all conditions servitude's (if any) attaching thereto or mentioned or referred to in the said title deed or prior deed. The SELLER shall not be liable for any deficiency in extent, which may be revealed on any re-survey, nor shall the SELLER benefit by any possible surplus.

10.2 The PROPERTIES is sold "voetstoots" and as it stands, the SELLER giving no warranty in regard to the buildings and any improvements upon the PROPERTIES. The SELLER shall not be liable for any defects in the PROPERTIES, either latent or patent.

11. **ELECTRICITY:**

The Purchaser acknowledges that the PROPERTIES are not improved and without electricity installations. No COC is required.

12. **STAFF:**

No staff of the SELLER shall be affected by the transfer herein.

13. **LIABILITIES:**

No liabilities are transferred with the asset.

14. **VALUE OF THE ASSET:**

The value of the asset herein transferred has been determined in terms of the Municipal Asset Transfer Regulation of 22 August 2008. The value of the assets transferred was determined in accordance with the required accounting standards as supported by the attached evidence of valuation.

15. **EXEMPTION**

The SELLER herewith confirm that the PROPERTIES are not needed for the provision of the minimum level of basic municipal services and to be surplus to the requirement of the municipality (SELLER).

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16. **REPRESENTATION**

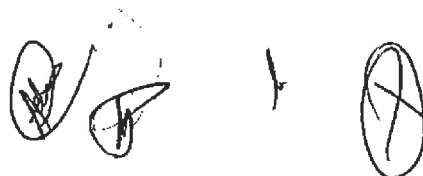
The signatories of this agreement confirm herewith that resolutions have been recorded and that they are duly authorized to sign this agreement and transfer documents.

17. **BREACH**

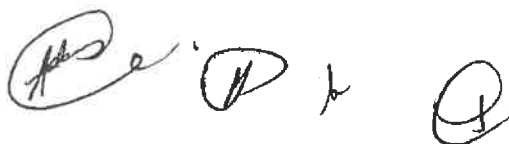
Should the PURCHASER refuse or fail to make any payment in terms of this agreement, or be in breach of any material term or condition hereof, the SELLER shall, after giving the PURCHASER 7 (SEVEN) days written notice to rectify the non-payment or breach, be entitled to cancel the agreement without herewith waiving any other remedy the SELLER is in law entitled to.

18. **ALTERNATIVE DISPUTE RESOLUTION**

- 18.1 Notwithstanding clause 16 all disputes arising out of or relating to this agreement including disputes as to the meaning or interpretation of any provision of this agreement or as to the carrying into effect of any such provision or as to the quantification or determination of any amount of thing required to be determined or quantified in term of or pursuant to this agreement, will be referred to arbitration.
- 18.2 Either party to the dispute will be entitled to require, by written notice addressed to the other party in which notice particulars of the dispute are set out, that the dispute be submitted to arbitration in terms of this clause.
- 18.3 Subject to the provisions of this clause, the arbitration will be held under the provisions of the arbitration laws for the time being in force in the Republic of South Africa (as it is constituted from time to time).
- 18.4 The arbitrator will be an independent person agreed upon by the parties to the dispute and, failing such agreement within 5 (FIVE) days after the date on which arbitration is requested by either party to the agreement, will be appointed by the Law Society of South Africa or the Cape Bar Council who may be requested by either party to the dispute to make the appointment at any time after the expiry of that five-day period.
- 18.5 Immediately after the arbitrator has been agreed upon or appointed, either of the parties to the dispute will be entitled to call upon the arbitrator to fix a date and place when and where the arbitration proceedings will be held.
- 18.6 The arbitration will be held in SWELLENHAM in accordance with the formalities and procedure settled by the arbitrator, and may be held in an informal and summary manner, on the basis that it will not be necessary to observe or carry out the usual formalities or procedures, pleadings and discovery or strict rules of evidence.
- 18.7 In the absence of an agreement between the parties or a ruling by the arbitrator, a party wishing to use any document, photograph, audio or video tape recording, or any other exhibit of a like nature (referred to in this clause as "the exhibits") must furnish particulars thereof to the arbitrator and the other party to the arbitration not

Handwritten signatures and initials at the bottom of the page, including a large circular stamp on the left and a smaller circular stamp on the right.

- later than 10 (TEN) days prior to the hearing fixed for the arbitration. The notice giving particulars must include an address at which the exhibits may be inspected and the party giving notice must, if requested to do so by the other party, provide a copy of the exhibits. The costs of making such copies will be costs in the arbitration.
- 18.8 The arbitration will be held as soon as possible after it is requested with a view to it being completed within 30 (THIRTY) days after it has been so requested if possible.
- 18.9 The arbitration will be held as soon as possible after it is requested with a view to it being completed within 30 (THIRTY) days after it has been so requested if possible.
- 18.10 The arbitrator will be entitled to make such award, including an award for specific performance, an interdict, damages, account of profits, a penalty or otherwise as he in his sole discretion may deem fit and appropriate and to deal as he deems fit with the question of costs, including, if applicable, costs on the attorney and client scale, and his own fees.
- 18.11 Any award made by the arbitrator:
- 18.11.1 Will be final and binding on the parties to the agreement; and
- 18.11.2 May be made an order of any court to whose jurisdiction the parties are subject.
- 18.12 Nothing contained in this clause will preclude either party from obtaining intermediate relief on an urgent or other basis from a court of competent jurisdiction, pending the decision of the arbitrator.
19. **PLANNING CONDITIONS**
- 19.1 This transfer agreement is subject to the conditions of approval imposed by the Swellendam Municipal Planning Tribunal on 19 June 2020, marked Annexure "A".
- 19.2 As per Council Resolution Item A159/28/09/2017, marked Annexure "B", this transfer is subject to a building clause that as from one (1) year after the transfer of the property has been finalized, rates will be payable on the property based on a value of R 3 000 000,00 (Three Million Rands), as if there is a building on the property for the value of R 3 000 000,00 (Three Million Rands).
- 19.3 The use of the property is restricted to Subdivisional Area for community and Institutional zone and the requirements in terms of the Swellendam Integrated Zoning Scheme By-Law must be adhered to.
- 19.4 The Purchaser shall be responsible for at his expense for the upgrading of the municipal services, external and internal taking into consideration, inter alia, the condition of the property and its current services herein referred to.
- 19.5 Section 17(5) of the Municipal By-Law is applicable, implying that the rezoned properties must be utilized in terms of the zoning issued within the Applicable Period (in this case, 3 years) from the date of this approval, failing which this approval will lapse.
- 19.6 Provision shall be made for at least 36 parking bays for parking requirements.

The image shows four handwritten marks at the bottom of the page. From left to right: a large, stylized signature, a circular stamp or initial, a small handwritten mark, and another circular stamp or initial.

20. **RISK AND ACCOUNTABILITY**

Date of occupation or date of registration, whichever occurs first, shall be the effective date from which the risk and accountability of the asset is transferred to the PURCHASER.

21. **ACCESS TO TRANSFER AGREEMENT**

This agreement shall be made available to the Council of the SELLER and may not be withheld from public scrutiny, except as provided for in terms of Act 2 of 2000 (PAIA).

22. **CONDITIONS IMPOSED BY POLICY ON ADMINISTRATION OF IMMOVABLE PROPERTY**

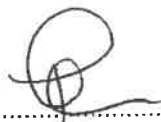
Should it be applicable, existing services by the municipality in respect of the property shall be secured at the expense of the PURCHASER by the registration of a servitude in favour of the SELLER.

IN WITNESS WHEREOF the parties have hereunto set their hands in the presence of the undersigned witnesses:

By the SELLER at on the ^{8th} day of 2022.

AS WITNESSES:

1. 


On behalf of
SWELLENDAM MUNICIPALITY
SELLER

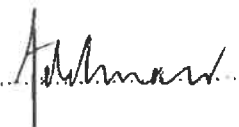
2.

By the PURCHASER at Swellendam on the ^{5th} day of July 2022.

AS WITNESSES:

1. 


PURCHASER

2. 



W b e t x b i t A

+27 28 514 8500

info@swellenmun.co.za

swellenmun

www.swellenmun.co.za

+27 28 514 2004

49 Voortrek Street, Swellendam | P.O. Box 20, Swellendam 6740

Date: 22 June 2020
Enquire: Mr. C. Uys
Reference: 15/2/2/136

Town & Country Town Planners
PO Box 1085
BREDASDORP
7280

Dear L. Truter

APPLICATION FOR CLOSURE OF A PORTION OF A PUBLIC ROAD, REZONING TO COMMUNITY AND INSTITUTIONAL ZONE, CONSOLIDATION, CONSENT USE AND PERMANENT DEPARTURE

I. Please be advised that this application served before the Swellendam Municipality Land Use Planning Tribunal on 19.06.2020, which resolved as follows:

- Closure of a portion of a public road (portion – 978m²) of Oak Street (Erf 1212) in terms of Section 15(2)(n) of the Swellendam Municipality By-Law on Municipal Land Use Planning, PN 213 of 2015;
- Subdivision of:
 - Erf 1212, Swellendam into Portion "A" (± 807m²) and Remainder;
 - Erf 8407 (Portion of Erf 1212 – unregistered) into Portion "B" (2758m²) and Remainder (439m²) in terms of Section 15(2)(d) of the Swellendam Municipality By-law on Municipal Land Use Planning, PN 213 of 2015.
- Consolidation of Portion "A" (± 807m²) with Portion "B" (2758m²) in order to create the application area (± 3565m²) in terms of Section 15(2)(e) of the Swellendam Municipality By-Law on Municipal Land Use Planning, PN 213 of 2015.
- Rezoning of the application area (± 3565m²) to Community and Institutional Zone in terms of Section 15(2)(a) of the Swellendam Municipality By-Law on Municipal Land Use Planning, PN 213 of 2015.
- Consent Use to allow for a Conference Facility and Educational Institution in terms of Section 15(2)(o) of the Swellendam Municipality By-Law on Municipal Land Use Planning, PN 213 of 2015.
- Permanent Departure from the parking requirements of 114 bays to 36 bays, applicable to Community and Institutional Zone in terms of Section 15(2)(b) of the Swellendam Municipality By-Law on Municipal Land Use Planning, PN 213 of 2015.

as substantially set out in the Land Use Planning application, prepared by Town & Country Town Planners, on behalf of Swellendam Municipality/Railton Foundation and set out on the preliminary Site Plan (SP-RF) & Subdivision and Consolidation Sketch Plan (SC-RF) BE APPROVED in terms of Sections 60 of the Swellendam Municipality By-Law on Land Use Planning, PN 213/2015.

The approval is subject to the following conditions in terms of Section 66:

1. A SG Diagram / GP reflecting the new erf number, be prepared by a professional Land Surveyor and submitted for endorsement in terms of Section 15(2) and 60 of the Swellendam Municipality By-law on Municipal Land Use Planning, PN 213 of 2015.
2. A certificate / endorsement for the subdivision in terms of Sections 20(6) and 28 of the Municipal By-Law be issued only on receipt of written confirmation that all conditions relating to the approval have been met. Such confirmation to be lodged by way of a single consolidated submission to the Division Town Planning and Building Control for verification. It is the applicant's responsibility to secure said confirmation from the related departments. The certificate / endorsement is to accompany the relevant transfer documents to the Deeds Office, in order for the erf to be registered.
3. Section 17(5) of the Municipal By-Law is applicable, implying that the new erf must be utilized in terms of the zoning issued by way of this approval within the applicable period (in this case, 5 years) after the date of this approval, failing which this approval will lapse.
4. Section 21-23 and 31-32 of the Municipal By-Law is applicable, implying that the new erf must be registered within the Applicable Period (in this case, 2 years) after the date of this approval, failing which this approval will lapse regardless of whether an SG Diagram has been approved by the Surveyor-General or not.
5. Confirmation of approval from the Department of Public Works relating to the use of Bontebok Primary School sports field for additional parking to be submitted to the Division; Town Planning and Building Control.
6. The design and installation of services, reticulation and municipal connections (water, sewer, electrical, etc.) necessary for the implementation of this decision to a standard approved by the Municipal Director Infrastructure Services.
7. The costs for any changes to Municipal Infrastructure required in terms of this approval to be for the account of the property owner.
8. Implementation of all changes required to Municipal Infrastructure in terms of this approval (if any) prior to registration.
9. Project implementation to occur on the basis of ongoing consultation with the Director Infrastructure Services.
10. No new buildings / structures to be erected on the properties prior to building plan approval by the Division Town Planning and Building Control.
11. The zoning of the consolidated erf is Community and Institutional Zone. The requirements in terms of the Swellendam Integrated Zoning Scheme (IZS) Regulations, 2014, to be adhered to.
12. The approval of this application does not exempt the applicant/developer from compliance with any other legislation that might be/become applicable with regard to the proposed development.
13. No name or advertising sign may be erected on-site without the prior written approval of the administering authority. Application to be made at the Municipal Department of Town Planning and Building Control.
14. The property to be valued and taxed in terms of the changed use and this approval.

You are hereby informed of your right to appeal (21 days) to the Appeal Authority in terms of Section 79(2) of the said legislation. An appeal form can be provided on request.

Yours Faithfully

PP
A.M. GROENEWALD
MUNICIPAL MANAGER

**Annexure A: Preliminary Subdivision & Consolidation Plan
(SC-RF)**

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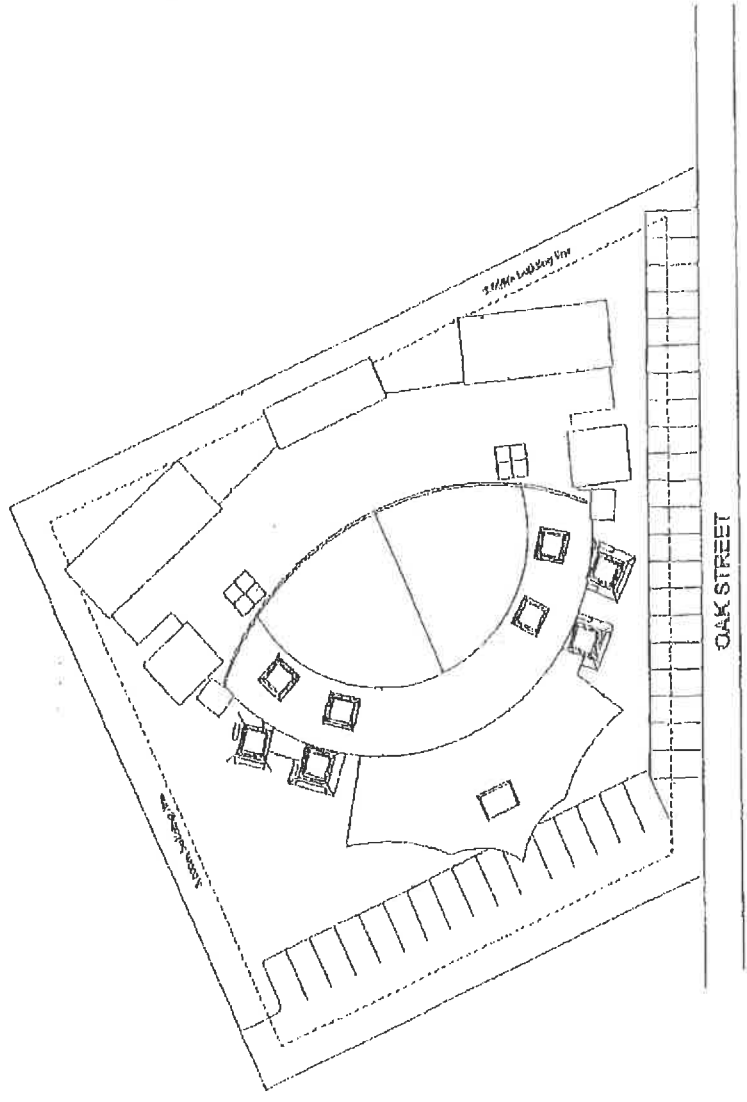
Town & Country Creative Land Solutions P.O. Box 10116 Dredaschoep 7280 Tel. 028 424 1545 Fax. 028 426 2086 E-mail: towncountry@vodanull.co.za © Copyright 2010 Town & Country	PROJECT PROPOSED CLOSURE, SUBDIVISION AND CONSOLIDATION: ERVEN 2012 AND 8407, SWELLENDAM MUNICIPALITY	DRAWN LT	CHECKED LT
		SCALE 1:1000	DATE JUL 2010
		DRAWN Locality Plan	REVISED REV2001
		Notes All distances & areas are subject to final survey	


 (SC-RF)

Annexure B: Preliminary Site Plan
(SP-RF)

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(SP-RF)



PROJECT RAILTON FOUNDATION	
SHEET NO. 1	
DATE 10/1/80	
DRAWN BY J. R. RAY	
CHECKED BY J. R. RAY	
APPROVED BY J. R. RAY	
SCALE 1" = 10'	
SHEET PLAN	
NOTES 1. SEE SHEET SP-RF FOR SITE PLAN 2. SEE SHEET SP-RF FOR SITE PLAN 3. SEE SHEET SP-RF FOR SITE PLAN 4. SEE SHEET SP-RF FOR SITE PLAN 5. SEE SHEET SP-RF FOR SITE PLAN 6. SEE SHEET SP-RF FOR SITE PLAN 7. SEE SHEET SP-RF FOR SITE PLAN 8. SEE SHEET SP-RF FOR SITE PLAN 9. SEE SHEET SP-RF FOR SITE PLAN 10. SEE SHEET SP-RF FOR SITE PLAN 11. SEE SHEET SP-RF FOR SITE PLAN 12. SEE SHEET SP-RF FOR SITE PLAN 13. SEE SHEET SP-RF FOR SITE PLAN 14. SEE SHEET SP-RF FOR SITE PLAN 15. SEE SHEET SP-RF FOR SITE PLAN 16. SEE SHEET SP-RF FOR SITE PLAN 17. SEE SHEET SP-RF FOR SITE PLAN 18. SEE SHEET SP-RF FOR SITE PLAN 19. SEE SHEET SP-RF FOR SITE PLAN 20. SEE SHEET SP-RF FOR SITE PLAN 21. SEE SHEET SP-RF FOR SITE PLAN 22. SEE SHEET SP-RF FOR SITE PLAN 23. SEE SHEET SP-RF FOR SITE PLAN 24. SEE SHEET SP-RF FOR SITE PLAN 25. SEE SHEET SP-RF FOR SITE PLAN 26. SEE SHEET SP-RF FOR SITE PLAN 27. SEE SHEET SP-RF FOR SITE PLAN 28. SEE SHEET SP-RF FOR SITE PLAN 29. SEE SHEET SP-RF FOR SITE PLAN 30. SEE SHEET SP-RF FOR SITE PLAN 31. SEE SHEET SP-RF FOR SITE PLAN 32. SEE SHEET SP-RF FOR SITE PLAN 33. SEE SHEET SP-RF FOR SITE PLAN 34. SEE SHEET SP-RF FOR SITE PLAN 35. SEE SHEET SP-RF FOR SITE PLAN 36. SEE SHEET SP-RF FOR SITE PLAN 37. SEE SHEET SP-RF FOR SITE PLAN 38. SEE SHEET SP-RF FOR SITE PLAN 39. SEE SHEET SP-RF FOR SITE PLAN 40. SEE SHEET SP-RF FOR SITE PLAN 41. SEE SHEET SP-RF FOR SITE PLAN 42. SEE SHEET SP-RF FOR SITE PLAN 43. SEE SHEET SP-RF FOR SITE PLAN 44. SEE SHEET SP-RF FOR SITE PLAN 45. SEE SHEET SP-RF FOR SITE PLAN 46. SEE SHEET SP-RF FOR SITE PLAN 47. SEE SHEET SP-RF FOR SITE PLAN 48. SEE SHEET SP-RF FOR SITE PLAN 49. SEE SHEET SP-RF FOR SITE PLAN 50. SEE SHEET SP-RF FOR SITE PLAN 51. SEE SHEET SP-RF FOR SITE PLAN 52. SEE SHEET SP-RF FOR SITE PLAN 53. SEE SHEET SP-RF FOR SITE PLAN 54. SEE SHEET SP-RF FOR SITE PLAN 55. SEE SHEET SP-RF FOR SITE PLAN 56. SEE SHEET SP-RF FOR SITE PLAN 57. SEE SHEET SP-RF FOR SITE PLAN 58. SEE SHEET SP-RF FOR SITE PLAN 59. SEE SHEET SP-RF FOR SITE PLAN 60. SEE SHEET SP-RF FOR SITE PLAN 61. SEE SHEET SP-RF FOR SITE PLAN 62. SEE SHEET SP-RF FOR SITE PLAN 63. SEE SHEET SP-RF FOR SITE PLAN 64. SEE SHEET SP-RF FOR SITE PLAN 65. SEE SHEET SP-RF FOR SITE PLAN 66. SEE SHEET SP-RF FOR SITE PLAN 67. SEE SHEET SP-RF FOR SITE PLAN 68. SEE SHEET SP-RF FOR SITE PLAN 69. SEE SHEET SP-RF FOR SITE PLAN 70. SEE SHEET SP-RF FOR SITE PLAN 71. SEE SHEET SP-RF FOR SITE PLAN 72. SEE SHEET SP-RF FOR SITE PLAN 73. SEE SHEET SP-RF FOR SITE PLAN 74. SEE SHEET SP-RF FOR SITE PLAN 75. SEE SHEET SP-RF FOR SITE PLAN 76. SEE SHEET SP-RF FOR SITE PLAN 77. SEE SHEET SP-RF FOR SITE PLAN 78. SEE SHEET SP-RF FOR SITE PLAN 79. SEE SHEET SP-RF FOR SITE PLAN 80. SEE SHEET SP-RF FOR SITE PLAN 81. SEE SHEET SP-RF FOR SITE PLAN 82. SEE SHEET SP-RF FOR SITE PLAN 83. SEE SHEET SP-RF FOR SITE PLAN 84. SEE SHEET SP-RF FOR SITE PLAN 85. SEE SHEET SP-RF FOR SITE PLAN 86. SEE SHEET SP-RF FOR SITE PLAN 87. SEE SHEET SP-RF FOR SITE PLAN 88. SEE SHEET SP-RF FOR SITE PLAN 89. SEE SHEET SP-RF FOR SITE PLAN 90. SEE SHEET SP-RF FOR SITE PLAN 91. SEE SHEET SP-RF FOR SITE PLAN 92. SEE SHEET SP-RF FOR SITE PLAN 93. SEE SHEET SP-RF FOR SITE PLAN 94. SEE SHEET SP-RF FOR SITE PLAN 95. SEE SHEET SP-RF FOR SITE PLAN 96. SEE SHEET SP-RF FOR SITE PLAN 97. SEE SHEET SP-RF FOR SITE PLAN 98. SEE SHEET SP-RF FOR SITE PLAN 99. SEE SHEET SP-RF FOR SITE PLAN 100. SEE SHEET SP-RF FOR SITE PLAN	

**Annexure C: Letter from Overberg District Municipality
Health**

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1

OVERBERG

DISTRIKSMUNISIPALITEIT
DISTRICT MUNICIPALITY
UMASIPALA WESITHILI



MELD ASB/PLEASE QUOTE

Ons Verw./Our Ref.: 18/3/9/6/2/3

Navrae/Enquiries: M. Swart

Bylyn/Ext.: 082 4962277

E-pos/Mail: mswart@odm.org.za

Privatsnk: X22

Private Bag:

BREDASDORP

7280

Tel.: (028) 4251157

Faks/Fax: (028) 4251014

Streekkantoor

Posbus 16

SWELLENDAM

6740

Tel: 028 5141182

31/03/2020

Munisipale Bestuurder
Swellendam Munisipaliteit
Posbus 20
SWELLENDAM
6740

Vir Aandag: Hoof Stadsbeplanning en Boubeheer

Meneer

KOMMENTAAR: ONDERVERDELING, KONSOLIDASIE EN VERGUNNINGSGEBRUIK:
TOWN & COUNTRY STADSBEPLANNERS NAMENS SWELLENDAM MUNISIPALITEIT:
SKEP VAN GEMEENSKAP EN INLIGTINGSOENE VIR 'N KONFERENSIEFASILITEIT EN
ONDERWYSINRIGTING, ERF 2012& 8407(GEDEELTE VAN ERF 2012), SWELLENDAM

'n Skrywe van u ontvang verw.15/2/2/136 gedateer 28 Februarie 2020 insake bogenoemde, verwys.

Graag word as volg kommentaar gelewer op die aansoek:

Bouplanne

- 'n Volledige stel bouplanne van die bogenoemde fasiliteite en riool beskikkingstelsel geteken op 'n skaal van 1:100 moet opgestel word vir Swellendam Munisipaliteit vir evalueering deur die Boubeheer en Stadsbeplanner Departemente.
- 'n Volledige terreinplan waarop alle strukture en afstande vanaf grense en die riool beskikkingstelsel aangetoon word.

Opmerking

Dit is belangrik dat daar getel word op die beskikbaarheid en toeganklikheid van geriewe vir gestreendes.

Opsomming

Die Departement het geen beswaar teen die aansoek nie, op voorwaarde dat daar aan Gecondheidsvereistes voldoen word.

Vir verdere navrae rakende die skrywe kan u gerus die Area Bestuurder Mnr. M Swart skakel by tel. 028 - 6141162.

Die uwe



MUNISIPALE BESTUURDER



Annexure "B"

Alpha

From: Liezel Fabricius <liezel@swellenmun.co.za>
Sent: Thursday, October 05, 2017 10:42 AM
To: Alpha
Subject: Erf 2095, Railton

More Alpha

Die volgende besluit is geneem by die Raadsvergadering van 28 September 2017:

RESOLVED BY MAJORITY VOTE

Item A190/20/09/2017

1. that paragraph 4 of the Council Resolution as per Item A59 of 26 April 2017 be revised to read as follows:

that a building clause be included in the Agreement of Sale stipulating that as from one (1) year after the transfer of the property has been finalized, rates will be payable on the property based on a value of R3,000,000.00 (As if there is a building on the property for the value of R3, 000,000.00).

1. that Council Resolution as per Item A119/31/08/2017 on 31 August 2017 reflected below, be rescinded.

Wag vir julle terugvoering.

Groetel!

Liezel Barnisky
Administrative Officer: Property Management

Signature of Administrative Officer: Property Management

[Signature]

[Three handwritten signatures]



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info@swellendam.gov.za

swellenmun

www.swellendam.gov.za

+27 28 514 2694

49 Voortrek Street, Swellendam | P.O Box 20, Swellendam 6740

Datum: 15 April 2024
Navrae: L. Baransky
Verwys: 5/13/4 – 7/2/R

Railton Foundation
Veldkornet Straat 31
SWELLENDAM
6740

Per e-pos: info@railtonfoundation.co.za

BEPLANNINGSKLOUSULE: ERF 8530, RAILTON

Klausule 19 van u koopkontrak stipuleer dat u erfbelasting, vir Erf 8530, aangepas sal word, indien u nie binne die beperkte een (1) jaar periode 'n struktuur opgerig het nie. Volgens ons Bouafdeling is geen bouplanne nog ingedien of 'n struktuur opgerig nie.

Die een jaar periode word uitgewerk vanaf datum van registrasie van die betrokke eiendom, wat in hierdie geval 31 Maart 2023 is.

Hiermee word u dus in kennis gestel dat erf 8530, Railton, se belastingsheffing met ingang 1 April 2024 aangepas word asof 'n gebou van R300 000 000.00 opgerig is op die perseel.

Indien u enige verdere inligting verlang rakende die belasting, kan u ons Finansiële afdeling skakel.

Die uwe

A VORSTER
MUNISIPALE BESTUURDER



Railton Foundation Swellendam
NPO Registration No.: 169-704 NPO
PBO No.: 930055583

ADDRESS
31 Veldkornet Street
SWELLENDAM
6740

Office: 063 725 3721/082 668 7563
Email: info@railtonfoundation.co.za

Date: 14 May 2024

The Municipal Manager
49 Voortrek Street
SWELLENDAM
6740

Email: Anneleenv@swellendam.gov.za

Dear Mrs Vorster

**REQUEST FOR A REVIEW OF THE BUILDING CLAUSE IN RESPECT OF ERF 8530,
RAILTON**

With reference to the content of Ms Baransky's email communication dated 22 April 2024 in the above regard, I hereby wish to inform you that the Board of the Railton Foundation Swellendam, at its meeting held on 10 May 2024, expressed the intent to submit a request to the municipality to consider a review of the building clause 19 of the deed of sale for the following reasons:

- i. The Foundation is in the process of fundraising to appoint an architect to draw up building plans for submission of approval.
- ii. Engagements with potential donors/funders are ongoing to obtain the cost or material to fence the property prior to any structures being erected.
- iii. As soon as the funds/donations are secured to fence the property, the municipal service connections will be paid.
- iv. The Foundation, as an organization not for profit gain, currently has a financial challenge for the foreseeable future, to pay the monthly rates of R3175, due to a limited operational budget.

In view of the aforesaid, the board hereby wishes to request that the municipality gives consideration to review the building clause by reducing the proposed value of R3 000 000.00 in order to affect a more affordable rates levy until such time that the Foundation secured sufficient funds for this matter.

Yours faithfully

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Chairperson: Railton Foundation Swellendam