

KZN PLANNING AND DEVELOPMENT ACT NO. 06 OF 2008
(Application in terms of Chapters 3 and 4)

**APPLICATION FOR THE PROPOSED CONSOLIDATION
AND DEVELOPMENT OF LAND OUTSIDE A SCHEME OF
PORTION 1 AND THE REMAINDER OF ERF 192 BULWER**

19 DECEMBER 2013

Submitted by:

Button and O'Connor Inc.
P.O. Box 1921
Kokstad
4700

(T) 039 727 1564
(F) 039 727 1560
(E) boinc@bokkok.co.za

Prepared for:

Bradley Charles Forster James
and The Trustees of the RFP Trust

Submitted to:

The Municipal Manager
Ingwe Municipality
P.O. Box 62
Creighton
3263

**APPLICATION FOR THE PROPOSED CONSOLIDATION AND
DEVELOPMENT OF LAND OUTSIDE A SCHEME OF PORTION 1
AND THE REMAINDER OF ERF 192 BULWER**

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**INGWE MUNICIPALITY
APPLICATION FORM**

APPLICATION IN TERMS OF THE PLANNING AND DEVELOPMENT ACT, 2008
(ACT NO. 6 OF 2008)

OFFICIAL USE

NOTES:																	
<table border="1"> <tr> <td>APPROVED</td> <td><input type="checkbox"/></td> <td>CONDITIONS</td> <td><input type="checkbox"/></td> </tr> <tr> <td>REFUSED</td> <td><input type="checkbox"/></td> <td>NO CONDITIONS</td> <td><input type="checkbox"/></td> </tr> <tr> <td>APPEAL</td> <td><input type="checkbox"/></td> <td>DISMISSED</td> <td><input type="checkbox"/></td> </tr> <tr> <td>LAPSED</td> <td><input type="checkbox"/></td> <td>UPHELD (PARTLY)</td> <td><input type="checkbox"/></td> </tr> </table>	APPROVED	<input type="checkbox"/>	CONDITIONS	<input type="checkbox"/>	REFUSED	<input type="checkbox"/>	NO CONDITIONS	<input type="checkbox"/>	APPEAL	<input type="checkbox"/>	DISMISSED	<input type="checkbox"/>	LAPSED	<input type="checkbox"/>	UPHELD (PARTLY)	<input type="checkbox"/>	APPLICATION NO.: DATE RECEIVED: RECEIVED BY: FEES PAID: RECEIPT NO.:
APPROVED	<input type="checkbox"/>	CONDITIONS	<input type="checkbox"/>														
REFUSED	<input type="checkbox"/>	NO CONDITIONS	<input type="checkbox"/>														
APPEAL	<input type="checkbox"/>	DISMISSED	<input type="checkbox"/>														
LAPSED	<input type="checkbox"/>	UPHELD (PARTLY)	<input type="checkbox"/>														

1. INSTRUCTIONS
See Schedule 1

2. APPLICATION TYPE

- Amendment of a scheme
- Consent in terms of a scheme
- Cancellation of consent in terms of a scheme
- Subdivision of land
- Consolidation of land
- Development situated outside the area of a scheme
- Phasing of approved layout plan
- Cancellation of approved layout plan
- Alteration, suspension and deletion of condition of title relating to land
- Alteration, suspension and deletion of condition of approval relating to land
- Closure of municipal road

3. SHORT DESCRIPTION OF THE PURPOSE OF THIS APPLICATION

Bulwer Retail Stores (Pty) Ltd, is in the process of purchasing both Portion 1 of Erf 192 Bulwer from the current owner, Mr Bradley Charles Forder James, as well as the Remainder of Erf 192 Bulwer, from the present owners, the Trustees of the REP Trust. It is proposed to Consolidate Portion 1 and the Remainder of Erf 192 Bulwer to create one large site in order to allow for the development of the property by the construction of a Spar Supermarket and a Tops Bottle Store. As Bulwer falls outside the area of a Scheme, this application is being done according to Chapter 4 of the KwaZulu-Natal Planning and Development Act No. 06 of 2008. It is however proposed that once the Town Planning Scheme has been formally adopted, that the proposed new Consolidated site will be zoned as "Commercial".

4. APPLICANT DETAILS, DOCUMENTS, MAPS AND MOTIVATION

SECTION A: APPLICANT DETAILS

APPLICANT:

(1) Name: Button and O'Connor Inc.

Tel No.: 039 727 1564

Cell No.: 083 445 0559

Fax No.: 039 727 1560

Email: greg@bokok.co.za

Postal Address: P.O. Box 1921

KOKSTAD

4700

REGISTERED OWNER: (CONTACT DETAILS IF NOT THE APPLICANT)

(2) Name: Bradley Charles Forder James

Tel No.: 039 832 0225

Cell No.: 082 577 1032

Fax No.: 039 832 0917

Email: brad.jodi.james@telkomsa.net

Postal Address: P.O. Box 155

BULWER

3244

REGISTERED OWNER: (CONTACT DETAILS IF NOT THE APPLICANT)

(3) Name: Trustees of the REP Trust

Tel No.: 039 832 0225

Cell No.: 082 577 1032

Fax No.: 039 832 0917

Email: brad.jodi.james@telkomsa.net

Postal Address: P.O. Box 155

BULWER

3244

SECTION B: PROPERTY

- (1) Deed numbers
 - Portion 1 of Erf 192 Bulwer - T 38112/2007
 - Remainder of Erf 192 Bulwer - T 39719/2005
- (2) Registered property descriptions (Farm name and number/ Erf number)
 - Portion 1 of Erf 192 Bulwer, Registration Division FS, Province of Kwazulu-Natal
 - Remainder of Erf 192 Bulwer, Registration Division FS, Province of Kwazulu-Natal
- (3) Physical address of the properties
 - (3) Corner of R617, Alexander and Moodie Lanes, Bulwer Main Street
- (4) Municipality
 - (4) Ingwe Municipality

SECTION C: GENERAL DOCUMENTATION

- ✓ ANNEX A Certified copy of the deeds
- ✓ ANNEX B Certified copy of the resolution by the Board of Directors, if the applicant is a company
- ✓ ANNEX C Registered owner's written consent, if the applicant is not the registered owner of the property
- ✓ ANNEX D Consent, name and contact details of the bondholder, if any
- ☒ ANNEX N/A Deed of servitude that maybe affected by the application

SECTION D: PLANS

ALL APPLICATIONS

- ✓ ANNEX H Locality plan showing the location of the property in relation to the surrounding properties and streets (existing property lot numbers and street names must be indicated). If in close proximity to a national or provincial road or intersection, indicate distance from road or intersection
- ✓ ANNEX E Copy of the Surveyor General diagram or relevant part of the general plan

ALL APPLICATIONS, EXCEPT ALTERATION, SUSPENSION, AND DELETION OF RESTRICTIVE CONDITIONS OR TITLE OR CONDITIONS OF APPROVAL RELATING TO LAND

- ✓ ANNEX F Site development plan (to scale) showing existing and proposed buildings, bulk factors, access to the site, parking, common areas, building lines, and other matters which the municipality must consider
- ✓ ANNEX F Landscape plan
- ✓ ANNEX F Copy of the floor plan

SCHEMES	
<input checked="" type="checkbox"/> ANNEX G Copy of scheme map showing the existing zoning of the property and properties in close proximity	PLAN
<input checked="" type="checkbox"/> PLAN To scale drawing showing the existing land use of the property and land use of properties in close proximity	N/A
<input checked="" type="checkbox"/> PLAN To scale drawing showing the proposed zoning of the property and properties in close proximity	N/A
<input checked="" type="checkbox"/> PLAN To scale drawing showing the proposed consent use of the property and land use of properties in close proximity	N/A
SUBDIVISION OR CONSOLIDATION OF LAND	
<input checked="" type="checkbox"/> ANNEX H To scale layout, showing: <ul style="list-style-type: none"> - Existing buildings - Erven adjoining the proposed subdivision or consolidation - Proposed subdivision with subdivision numbers designated by the SG's Office, width and length of hatched shaped erven, erf frontages, minimum subdivision sizes for each erf - Contours - 1:100 year floodlines - Highwater mark of the sea and the admiralty reserve - Existing and proposed servitudes, servitudes which require deletion and unregistered service servitudes - Engineering services 	PLAN
<input checked="" type="checkbox"/> PLAN Slope analysis	N/A
DEVELOPMENT OF LAND SITUATED OUTSIDE AREA OF SCHEME	
<input checked="" type="checkbox"/> ANNEX H To scale layout, showing: <ul style="list-style-type: none"> - Existing buildings - Location of new buildings - Erven adjoining the proposed development - Contours - 1:100 year floodlines - Highwater mark of the sea and the admiralty reserve - Existing and proposed servitudes, servitudes which require deletion and unregistered service servitudes - Engineering services 	PLAN
<input checked="" type="checkbox"/> PLAN Slope analysis	N/A
PHASING OF APPROVED LAYOUT	
<input checked="" type="checkbox"/> PLAN To scale drawing showing the proposed phasing of the approved layout	N/A
CANCELLATION OF APPROVED LAYOUT	
<input checked="" type="checkbox"/> PLAN To scale layout or part thereof to be cancelled	N/A

PERMANENT CLOSURE OF MUNICIPAL ROAD OR PUBLIC PLACE

PLAN To scale drawing showing the municipal road or part thereof to be closed or public place to be closed

N/A

SECTION D: WRITTEN MOTIVATION

A memorandum in support of the application, as contemplated in sections 12, 25, 42, 64 and 73 of the Act, setting out all relevant facts, circumstances, and matters which a municipality must consider.

See Section 3 of the KwaZulu-Natal Planning and Development Act manual that can be downloaded from www.kznlgta.gov.za for more information.

ALL APPLICATIONS

ANNEX General motivation

ANNEX Approval of the Department of Agriculture and Environmental Affairs in terms of the Environmental Impact Assessment Regulations, 2006 (Notice No.385 of 2006)

ANNEX Approval of the Department of Environmental Affairs and Tourism in terms of section 65 of the National Environment Management: Integrated Coastal Management Act, 2008 (Act No. 24 of 2008)

ANNEX Socio-economic conditions

ANNEX Letter of Intent to Amafa akwazulu-Natali Heritage Council in terms of the KwaZulu-Natal Heritage Act, 2008 (Act No. 4 of 2008)

ANNEX Existing and proposed developments in close proximity, including long term leases by the Ingonyama Trust

ANNEX Approval of the Department of Minerals and Energy Affairs in terms of the Mineral and Petroleum Resources Development Act, (Act No. 28 of 2002)

ANNEX Principles of the Development Facilitation Act, 1995 (Act No. 67 of 1995)

ANNEX Provincial Planning and Development Norms and Standards

ANNEX The Municipality's Integrated Development Plan

ANNEX Any other relevant information (including items that are not listed as matters that must be considered for all applications)

ALL APPLICATIONS WITHIN A SCHEME

ANNEX The scheme

N/A

APPLICATION FOR THE AMENDMENT OF A SCHEME, SUBDIVISION OR CONSOLIDATION OF LAND OF LAND AND DEVELOPMENT OF LAND SITUATED OUTSIDE THE AREA OF A SCHEME

ANNEX Comment by the local municipality on the provision of engineering services

ANNEX Comment by the district municipality on the provision of engineering services

ANNEX	M	Approval of the KwaZulu-Natal Department of Transport in terms of the Provincial Roads Act, 2001 (Act No. 4 of 2001)	✓
ANNEX	N/A	Taxi routes from the KwaZulu-Natal Department of Transport	☒
ANNEX	N/A	Approval of the South African National Roads Authority in terms of the South African National Roads Agency Limited and National Roads Act, 1998 (Act No. 7 of 1998)	☒
ANNEX	N	Eskom	✓
ANNEX	N/A	Water Board	☒
ANNEX	N/A	KwaZulu-Natal Department of Community Safety and Liaison	☒
ANNEX	N/A	KwaZulu-Natal Department of Health for hospitals and clinics	☒
ANNEX	N/A	KwaZulu-Natal Department of Education for schools and crèches	☒
ANNEX	N/A	KwaZulu-Natal Department of Arts and Culture for libraries	☒
ANNEX	N/A	KwaZulu-Natal Department of Public Works for government buildings and extension to government buildings, including hospitals, clinics and schools	☒
ANNEX	N/A	Proof of informing the Land Claims Commissioner for KwaZulu-Natal in terms of section 11(a) of the Restitution of Land Right Act, 1994 (Act No. 22 of 1994)	☒
ANNEX	N/A	Approval of the National Department of Agriculture, Forestry and Fisheries for the extension of a scheme over agricultural land and the subdivision of agricultural land in terms of the Subdivision of Agricultural Land Act, 1970 (Act No. 70 of 1970)	☒
ANNEX	N/A	Approval of the MEC for Agriculture, Environmental Affairs and Rural Development in terms of the National Environmental Management: Biodiversity Act, 2004 (Act No. 10 of 2004)	☒
ANNEX	N/A	Geotechnical report	☒
APPLICATION FOR AMENDMENT OF SCHEME			
ANNEX	N/A	Possible compensation if amendment to scheme is approved	☒
ANNEX	N/A	Approval from Transnet in terms of section 13 of the Legal Succession to the South African Transport Services Act, 1989 (Act No. 9 of 1989)	☒
APPLICATION FOR THE PERMANENT CLOSURE OF A MUNICIPAL ROAD OR PUBLIC PLACE			
ANNEX	N/A	Closure of a proclaimed conservation area	☒
ANNEX	N/A	Approval of the MEC for Agriculture, Environmental Affairs and Rural Development in terms of the National Environmental Management: Biodiversity Act, 2004 (Act No. 10 of 2004)	☒

SECTION I: DECLARATION

I hereby certify that the information supplied by me, including the documents attached to this application form is correct.

Signature of Applicant _____
Date: 18th Dec 2013 _____

1. ERF 4 BULWER REGISTRATION DIVISION FS,
 PROVINCE OF KWAZULU-NATAL
 HELD UNDER DEED OF TRANSFER No. T 15958/2002

Whereas they are the registered owner of

have applied for the issue to them of a Certificate of Consolidated Title under the provisions of section 40 of the Deeds Registries Act, 1937; and

Whereas THE TRUSTEES FOR THE TIME BEING OF THE
 R.E.P TRUST No. IT 8122/91

(No 47 of 1937)

issued under the provisions of section forty of the Deeds Registries Act, 1937

CERTIFICATE OF CONSOLIDATED TITLE

T 05 39719

2005-08-08

REGISTRAR	2005-08-08
T 05 39720	
RESTANT/REMAINDER	<i>2930m²</i>
GETRANSPOORTEER AAN	<i>1) Z.S.S. Murray</i>
TRANSFERRED TO	<i>2) A.S. Ferreira</i>

③

Ph 1 of 192 Bulwer = 514m²

PHILLIPS C G
 CONVEYANCER

PREPARED BY ME

G/M Band	
Stamp duty	
Reg. fee	<i>195-00</i>
Save	

Only

1. SUBJECT to such of the terms and conditions of the original Government Grant No. 12688/1936 as are still in force and applicable.

As to the portion lettered bADC on Diagram SG No. 326/2003 :

1. SUBJECT to such of the terms and conditions of the original Government Grant No. 12687/1936 as are still in force and applicable.

As to the portion lettered Abba on Diagram SG No. 326/2003 :

THIS PROPERTY IS HELD:

As will appear from the annexed Diagram S.G. 326/2003.
NINETY FOUR (94) Square metres
ERF 192 BULWER, REGISTRATION DIVISION FS, PROVINCE
OF KWAZULU-NATAL in extent EIGHT THOUSAND AND

which have been consolidated into the land hereinafter described:
Now, therefore, in pursuance of the provisions of the said Act, the Registrar of Deeds at Pietermaritzburg do hereby certify that the said TRUSTEES FOR THE TIME BEING OF THE R.E.P. TRUST No. IT 8122/91, their heirs, executors, administrators, or assigns, are the registered owners of:

2. ERF 5 BULWER REGISTRATION DIVISION FS,
PROVINCE OF KWAZULU-NATAL
HELD UNDER DEED OF TRANSFER No T 15958/2002.

And that by virtue of these presents the said TRUSTEES FOR THE TIME BEING OF THE R.E.P. TRUST No. IT 8122/91 their heirs, executors, administrators, or assigns, now is and henceforth shall be entitled thereto, conformably to local custom, the State, however, reserving its rights
In witness whereof, the said Registrar, have subscribed to these presents, and have caused the seal of office to be affixed thereto.

Thus done and executed at the Office of the Registrar Of Deeds at Pietermaritzburg on

2005-08-08

REGISTRAR OF DEEDS



FOR INFORMATION

RANGLES INCORPORATED
TEMPLE CHAMBERS
CARLYLE ARCADE
PIETERMARTITZBURG
3201

Stamp Date	2007-08-07
Reg. No.	038112/07
Dist.	
Old Bond	

FEE

VERBOND	
VR 100 100	
MONTGAGED	
2007-08-07	041552/07
[Signature]	

CONVEYANCER
PHILLIPS CG

Prepared by me
[Signature]

DEED OF TRANSFER

BE IT HEREBY MADE KNOWN THAT
JOANNA MAYNE

appeared before me, REGISTRAR OF DEEDS, at PIETERMARTITZBURG, the said
apparer being duly authorised thereto by a Power of Attorney which said Power of
Attorney was signed at HILTON on 15 June 2007 granted to him by

ADAM PHILLIP BLAKE
Identity Number 730927 5035 08 5
and
HEATHER BLAKE
Identity Number 730705 0342 08 0

Married in community of property to each other

T
038112/07

2007-08-07

And the appraiser declared that his said principal had, on 11 May 2007, truly and legally sold by Private Treaty, and that he, the said Appraiser, in his capacity aforesaid, did, by virtue of these presents, cede and transfer to and on behalf of:

BRADLEY CHARLES FORDER JAMES

Identity Number 770820 5103 08 9

Married out of community of property

his Heirs, Executors, Administrators or Assigns, in full and free property

PORTION 1 OF ERF 192 BULWER
REGISTRATION DIVISION FS,
PROVINCE OF KWAZULU-NATAL:

IN EXTENT 5124 (FIVE THOUSAND ONE HUNDRED AND TWENTY FOUR)
SQUARE METRES

FIRST TRANSFERRED by Deed of Transfer No. T 39720/2005 with Diagram
SG No. 327/2003 relating thereto and held by Deed of Transfer No
T45447/06

THIS PROPERTY IS TRANSFERRED:

A. Subject to the conditions of the original Government Grant No. 12687/1936 as
are still in force and applicable.

B. Subject to such of the conditions of the original Government Grant No.
12688/1936 as are still in force and applicable.

C. Subject to the following conditions as created in terms of Section 13 of the
Kwazulu-Natal Roads Act No. 4 of 2001, as created in Deed of Transfer No
T39720/2005:

(a) No new building or structure whatsoever, other than a fence, hedge or
wall which does not rise higher than 2,1 m above the surface of the
land on which it stands, shall be erected on the land within a distance
of 1,5m measured from the road reserve boundary of Main Road No. 7.
4 without the written approval of the Controlling Authority as defined in
Act No. 4 of 2001.

(b) No designated parking or service roads, other than a fence, hedge or
wall which does not rise higher than 2,1 metres above the surface of
the land on which it stands, shall be erected on the land within a
distance of 7,5 metres measured from the road reserve boundary of
Main Road 7-4.

D. Subject to the following condition as created in Town Planning Ordinance No.
27 of 1949, as created in Deed of Transfer No. T39720/2005

The local municipality or any other body or person authorised thereto by it shall without compensation have the right to construct, alter, extend, inspect, and maintain any services including the provision of storm-water drainage, water supply, irrigation, sewerage, electricity, gas and/or fuel supply, telecommunications, radio and television services, over or under the land in such position as may reasonably from time to time be considered necessary provided, however that they shall not be entitled to require the demolition of any existing building for the purpose of exercising the rights hereby conferred and provided further that after completing the works so undertaken, the property shall be restored to the condition in which it was prior to the commencement of such works.

WHEREFORE the said Appearer, renouncing all right and title which the said

ADAM PHILLIP BLAKE and HEATHER BLAKE, Married as aforesaid

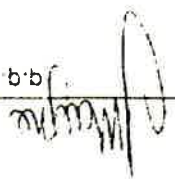
heretofore had to the premises, did in consequence also acknowledge them to be entirely disposed of, and disentitled to the same and that by virtue of these presents, the said

BRADLEY CHARLES FORDER JAMES, Married as aforesaid

his Heirs, Executors, Administrators or Assigns, now is and henceforth shall be entitled thereto, conformably to local custom, the State, however reserving its rights, and finally acknowledging the purchase price to be the sum of R680 000,00 (SIX HUNDRED AND EIGHTY THOUSAND RAND)

IN WITNESS WHEREOF, I the said Registrar, together with the Appearer, have subscribed to these presents, and have caused the Seal of Office to be affixed thereto.

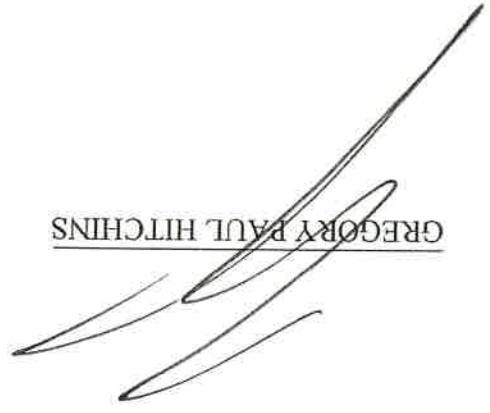
THUS DONE and EXECUTED at the Office of the Registrar of Deeds at PIETERMARITZBURG on 2007-08-07


b.g.

In my presence

REGISTRAR OF DEEDS

GREGORY PAUL HITCHINS



WILLIAM IAN MARK TURNBULL

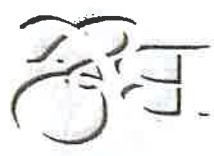


Signed at DURBAN on this the 3rd day of September 2012.

This serves to confirm that Mr Gregory Paul Hitchins, as one of the Directors of Button and O'Connor Incorporated, has the authority to sign all documentation pertaining to KwaZulu-Natal Planning and Development Act No. 06 of 2008 Applications.

RESOLUTION

Engineering & Topographical Surveyors
Sectional Title Practitioners
Air Survey Consultants
Township Planners
Global Positioning Satellite Services



Button & O'Connor Inc.
Professional Land Surveyors
Durban • Kokstad

34 Strachan Street, Kokstad
P O Box 1921, Kokstad, 4700
Telephone +27 (039) 727 1564
Facsimile +27 (039) 727 1560
Docex 7, Kokstad
e-mail: bokok@venturenet.co.za

P.O. Box 155
Bulwer
3244

10 October 2013


Buton and O'Connor Inc.
P.O. Box 1921
KOKSTAD
4700

**LETTER OF APPOINTMENT - PORTION 1 AND REMAINDER OF ERF 192 BULWER:
PROPOSED CONSOLIDATION AND DEVELOPMENT OF LAND OUTSIDE A
SCHEME**

This serves to confirm that I, BRADLEY CHARLES FORDER JAMES, the owner of Portion 1 of Erf 192 Bulwer, have appointed Messrs Buton and O'Connor Inc. (Professional Land Surveyors) to deal with the application for the Consolidation of the above property to the Remainder of Erf 192 Bulwer and the subsequent Development of Land outside a Scheme. This includes the application consolidate, develop and all subsequent survey work.

I trust that this meets with your approval.

Yours faithfully

OWNER OF ERF


SPECIAL POWER OF ATTORNEY

I/we, the undersigned Charles Robert
HICKEY, acting in my/our capacity as
owners, do hereby nominate, constitute and appoint Button and O Connor Inc.
Professional Land Surveyors of 34 Strachan Street Kokstad, in their capacity as duly
signed, registered Land Surveyors and acting as to cause to be consolidated and
rezone, the properties known as Portion 1 and the Remainder of Lot 192 Bulwer.

And generally for effect in the purposes aforesaid, to do cause to be done whatsoever
shall be requisite, as fully and effectually, for all intents and purposes, as we might or
could do if personally present and acting herein - hereby ratifying, allowing and
confirming and promising and agreeing to ratify, allow and confirm all and
whatsoever my Principal shall lawfully do or cause to be done by virtue of these
presents.

Signed at Bulwer on this 5th
Day of May 2013, in the presence of the following witnesses.

NAME C.R. Hickey SIGNED [Signature]
NAME _____ SIGNED _____

AS WITNESSES

1 [Signature] NAME Roddy Jones
2 [Signature] NAME P.S. KNOX

RESOLUTION

At a Meeting of the Trustees of the REP Trust, held in Edulwa on the 12 of November 2013 it was resolved that:

1. The REP Trust, being the present owners of the Remainder of Erf 192 Bulwer, consent to the Development and Consolidation of this property to neighbouring Portion 1 of Erf 192 Bulwer, which is owned by Mr Bradley Charles Forder James, in order to commence with a Kwazulu-Natal Planning and Development Act No. 06 of 2008 Application.

2. Charles Robert Hicken, as a Trustee of the REP Trust, is authorised to appoint Button and O'Connor Land Surveyors to attend to the application for the Development of Land outside a Scheme and the Consolidation of the Remainder of Erf 192 Bulwer, to Portion 1 of Erf 192 Bulwer.

Confirmed: [Signature]

Attendance Register:

Name: R.F. Hicken

Name: C.R. Hicken

Name: B.C. James

Signature: [Signature]

Signature: [Signature]

Signature: [Signature]

OWNER OF ERF

Yours faithfully

I trust that this meets with your approval.

This serves to confirm that I, BRADLEY CHARLES FORDER JAMES, the owner of Portion 1 of Erf 192 Bulwer, have appointed Messrs Button and O'Connor Inc. (Professional Land Surveyors) to deal with the application for the Consolidation of the above property to the Remainder of Erf 192 Bulwer and the subsequent Development of Land outside a Scheme. This includes the application consolidate, develop and all subsequent survey work.

**LETTER OF APPOINTMENT - PORTION 1 AND REMAINDER OF ERF 192 BULWER:
PROPOSED CONSOLIDATION AND DEVELOPMENT OF LAND OUTSIDE A
SCHEME**

Button and O'Connor Inc.
P.O. Box 1921
KOKSTAD
4700

10 October 2013

P.O. Box 155
Bulwer
3244

SPECIAL POWER OF ATTORNEY



I, the undersigned, BRADLEY CHARLES FORDER JAMES, acting in my capacity as owner, do hereby nominate, constitute and appoint Button and O Connor Inc. Professional Land Surveyors of 34 Strachan Street Kokstad, in their capacity as duly signed, registered Land Surveyors and acting as, to cause to be consolidated, the property known as Portion 1 of Erf 192 Bulwer, to the Remainder of Erf 192 Bulwer and the subsequent Development of this Land, outside a Scheme.

And generally for effect in the purposes aforesaid, to do cause to be done whatsoever shall be requisite, as fully and effectually, for all intents and purposes, as we might or could do if personally present and acting herein - hereby ratifying, allowing and confirming and promising and agreeing to ratify, allow and confirm all and whatsoever my Principal shall lawfully do or cause to be done by virtue of these presents.

Signed at Pietermaritzburg on this 10 Day of October 2013, in the presence of the following witnesses.

NAME Bradley Charles Forder James ~~CHARLES FORDER JAMES~~ ~~UNDESIGNED~~

AS WITNESSES

1 
2 

NAME Wesley Brensby
NAME John Lee Jones

M
W
J

NOW THEREFORE IT IS AGREED THAT :

Whereas it has been agreed between the parties and it is the desire and intention of the Settlor that he shall make over, assign and transfer the sum of ONE HUNDRED RAND (R 100.00) to be administered by the Trustees to create a trust for the purpose of carrying out the objects hereinafter more fully set out, and, whereas the Trustees have agreed to accept ownership of the Trust Fund and to undertake the obligations of the Trust according to the terms set out in the Deed.

on the 8th day of November, 1991

(hereinafter called the "TRUSTEES"),

PATRICIA ANNE HICKEN

AND

CHARLES ROBERT HICKEN

AND

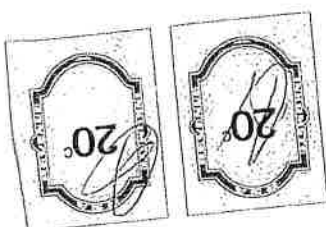
(hereinafter called the "SETTLOR"),

CHARLES ROBERT HICKEN

MADE AND ENTERED INTO BY AND BETWEEN

R E P TRUST

DEED OF TRUST



1. NAME OF THE TRUST :
The Trust shall be called "The R E P TRUST" (hereinafter referred to as "The TRUST") .

2. DEFINITIONS :

In this Deed, unless inconsistent with or otherwise indicated by the context:

2.1 Clause headings have been inserted for means of reference only and are not to be used for the interpretation of the Trust;

2.2 Words importing the masculine gender shall include the feminine gender and vice versa;

2.3 Words importing the singular shall include the plural and vice versa;

2.4 Natural persons shall include bodies corporate, a trust, a partnership, a juristic person or any other legal entity whether incorporated or not and vice versa;

2.5 The word "discretion" shall mean sole, absolute and unfettered discretion of the person or persons to whom such discretion is granted;

2.6 "Trust" means the Trust herein created (namely the R E P Trust) ;

2.7 "Trust Fund" shall mean all or any of the assets including any income of whatsoever nature from time to time held (in whatsoever manner and from whatever cause arising) by the Trustees, in their capacity as Trustees of the Trust;

2.8 "Maintenance" of a person shall, without detracting from the generality of the term, include the provision for his or her support, payment of any taxes for which he or she is personally liable, education (including higher education), benefit, travelling, reasonable pleasures, general welfare and advancement in life and generally for such purposes which the Trustees may, in their absolute discretion, decide will be to the long term benefit or happiness of him or her (including the acquisition or provision of residential facilities, or a residence for him or her, as well as the setting up of a business or a profession, or fitting him or her for a career);

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2.9 Wherever they occur in this Deed, unless indicated to the contrary, the terms "children", "issue" and "descendants" and any other words of like meaning shall include legally adopted children but shall exclude step children and illegitimate children unless otherwise specifically referred to;

2.10 "Trustees" shall mean the persons appointed as such under this Trust Deed in the first instance and/or any successors-in-title to such office;

2.11 "Income" of the Trust as herein referred to shall represent the gross income derived from the investment of the capital of the Trust less all reasonable costs incurred in the administration thereof but shall not include any surplus or deficits realised as a result of the sale and or disposal of the assets of the Trust from which the aforesaid gross income is derived.

2.12 Income Beneficiaries shall mean PATRICIA ANNE HICKEN, CHARLES ROBERT HICKEN, and the descendants of CHARLES ROBERT HICKEN, per stirpes, as well as any other relation or friend of the above, as the trustees may decide. Capital Beneficiaries shall mean the descendants of CHARLES ROBERT HICKEN, per stirpes.

3. AMOUNT OF DONATION :

The SETTLOR hereby freely, voluntarily and irrevocably gives, grants, cedes and assigns the sum of ONE HUNDRED RAND (R 100.00) to the Trustees herein appointed and their successors in office, which amount, together with all moneys and other assets added thereto and/or acquired in terms of this Deed shall be held in Trust together with the income thereof for the purposes and subject to the conditions of this Trust.

4. POWER OF REVOCATION :

The SETTLOR shall have no power wholly or partly, to revoke, cancel or annul the Trust or provisions herein declared or any subsequently amended provisions other than as per clause 16.

5. ADDITIONS TO THE TRUST :

Should the SETTLOR so desire, or should any other person, organisation or fund so desire, he or such other party shall be entitled from time to time to add to, increase or augment the capital of the Trust fund by donation, sale or

otherwise as the SETTLOR or such other party may think fit and such increase shall be and form part of the Trust Fund and all the terms and conditions of this Trust Deed herein contained shall mutatis mutandis apply and attach to such additional increased and augmented capital.

6. TRUSTEES :

6.1 There shall at all times be no fewer than TWO trustees or more than FIVE trustees in office, provided that during his lifetime, CHARLES ROBERT HICKEN shall not be removed as a Trustee and no person shall be assumed as a Trustee unless such person has his approval;

6.2 Should CHARLES ROBERT HICKEN cease, fail or decline to act as Trustee then his spouse, PATRICIA ANNE HICKEN shall be assumed as a Trustee and during her lifetime, no person shall be assumed as a Trustee unless such person has her approval;

6.3 The Trustees shall hold office for life or until they resign, retire or become disqualified under the provisions of any law from holding a position of trust;

6.4 Any Trustee who is disqualified from being a director of a registered company, in terms of the Companies Act of 1973, shall immediately he is so disqualified cease to hold office as a Trustee of the Trust ;

6.5 A Trustee shall be entitled to resign his office without being required to obtain the sanction of the Court thereto subject to the condition that he gives at least ONE (1) months written notice to the remaining Trustees of his intended resignation, or such lesser period as all the then Trustees, in writing, may agree;

6.6 In the event of there being less than TWO Trustees in office, he/they shall be entitled to act on his/their own, solely for the purpose of appointing a Trustee(s), until there are TWO or more Trustees (not exceeding five), and for no other purpose.

6.7 The Trustees shall have all powers that are required or allowed by law and, in particular, the powers of assumption and co-option ;

6.8 The "FIRST TRUSTEES" appointed in terms of the Trust Deed shall mean and shall be :

6.8.1 CHARLES ROBERT HICKEN
6.8.2 PATRICIA ANNE HICKEN

Such appointments are accepted by the said "FIRST TRUSTEES";

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No Trustee shall be disqualified by his office from contracting with the Trust, nor shall any Trustee into by or on behalf of the Trust in which any Trustee shall be interested be declared null and void, nor shall any Trustee so contracting be liable to account to the Trust for any profit realised by any such contract by reason only of such Trustee holding that office, provided that he shall have disclosed the nature of his interest or before making of the contract in writing to all the Trustees or provided that such interest shall already have been known to his co-trustees and should then be re-affirmed in writing, and, provided that his interest will not be detrimental to the Trust.

8. TRUSTEES INTEREST :

7.3 The costs of the arbitration shall be paid out of the Trust Fund.

7.2 If a deadlock concerning any question occurs at any meeting of the Trustees, any Trustee(s) may on given written notice to the other Trustees, require that the difference of opinion be referred to arbitration. The arbitrator shall be such independent person appointed on the written request of any Trustee(s) by the President of the Natal Society of Chartered Accountants or in his absence or inability to act, a Vice-President. The decision of the arbitrator shall be final and binding upon the Trustees and not subject to appeal or review ;

7.1 In all matters relating to the Trust including the interpretation of this Deed of Trust the decision of the majority of the trustees shall bind the remaining Trustees who will not incur any liability or responsibility in respect of the decision to which he may be a dissenting party. All such decisions shall be recorded in minutes.

7. TRUSTEE DISPUTES :

6.9 If a Trustee, who is appointed in terms of clause 6.6, shall cease to be a partner of that firm or die or vacate office for any other reason, there shall be appointed (by the remaining Trustees) in his stead a partner of that firm (as from time to time constituted), or, its successors - in-practice as from time to time, and then only if they wish to appoint a partner from the firm in question. Further, the remaining Trustees reserve the right to appoint a partner, should they wish to do so, from a firm other than the firm in question.

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9. POWERS AND DUTIES OF TRUSTEES :

The TRUSTEES shall act in the utmost good faith and in the best interest of the Trust, and shall have all such powers and discretions as are allowed by law or as are necessary to enable them to discharge their duties in such manner as in their opinion is most advantageous to the Trust or the Beneficiaries, including the power to purchase, sell, maintain, develop, let, exchange, mortgage, pledge and deal with movable and immovable property, whether corporeal or incorporeal by public auction, private treaty or in any other manner whatsoever and to exercise all powers relative to the said property as fully and as effectually as if they were the absolute owners of the same. Without detracting from the generality of the foregoing, they shall have the power:

- 9.1 To invest in any part of the world as they in their discretion may consider fit, including the right to invest moneys in the shares of private and public companies, and to realise or vary any investments from time to time and to reinvest the proceeds of such realisation ;
- 9.2 To borrow money for the purposes of the Trust upon such terms and conditions as they may consider fit, with power from time to time to consent to any variations or alterations of the terms of any loan and to mortgage immovable property as security for such loans ;
- 9.3 To guarantee the performance of contracts and obligations of any company or companies in which the Trust is either directly or indirectly the beneficial owner of shares ;
- 9.4 To expend funds on the construction, maintenance, improvement, alteration or demolition of property, to subdivide or lease any portion thereof, to exploit or deal with any mineral rights and generally deal with all kinds of immovable property forming part of the Trust ;
- 9.5 To subdivide or to grant servitudes and other rights over property forming part of the Trust ;
- 9.6 To grant credit in respect of the whole or any portion of the selling price of any assets forming part of the Trust which are sold by them as they in their discretion may consider fit and in the best interests of the Trust ;
- 9.7 To turn or convert any of the assets in the Trust into cash or other assets from time to time, by way of exchange, sale, lease or otherwise and in exercising any powers of sale to cause such sale to be effected by public auction, public tender or private treaty, as they may consider fit and in the best interests of the Trust ;

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- 9.8 To lend money upon such security and conditions and at such rate of interest and to such person, or persons, company or companies, as they may deem fit and in the case of loans to any beneficiary or companies in which the Trust is the beneficial owner of shares, to lend money with or without interest and with or without security as they may deem fit;
- 9.9 To sign and/or subscribe to the Memorandum and Articles of Association of any company and any documents requiring the signature of shareholders, to undertake to purchase company shares, to appear in person or by proxy and vote at meetings of shareholders or any company and to become a director or directors of any such company and to sign and execute all such documents as may be required for the registration of any such company ;
- 9.10 To exercise any rights of conversion or subscription or pertaining to any shares at any time held in the capital of any company of which the Trust is the beneficial owner or, at their discretion, to sell or realise any such rights; but whenever investments shall be made by the exercise of conversion or subscription rights, the shares or other rights received shall be deemed to form portion of the Trust;
- 9.11 To take up any shares of any increased capital in respect of any company in which the Trust has an interest, or to agree to or bring about any alteration or conversion of the capital, to enter into such arrangements as the Trustees may consider fit for the purpose of a liquidation, reconstruction or amalgamation ;
- 9.12 To conduct on such terms and conditions as they may determine, any business, venture, partnership or undertaking including farming ;
- 9.13 To institute or defend legal proceedings, to submit to arbitration any dispute, to compound or settle any claims made by or against the Trust and to sign all deeds, powers of attorney and other documents that may be necessary in that connection ;
- 9.14 To open and operate banking and savings accounts ;
- 9.15 To accept further gifts or bequests from any person, body, organisation or source (to be made irrevocably) in favour of the Trust and to administer the same subject to the terms hereof and also subject to such conditions as may be allowed by the Donor or Testator provided that such conditions are not inconsistent with the terms of this Trust ;

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- 9.16 To sign without condition if necessary as guarantor, surety or co-principal debtor for any contingent or liability which they in their discretion may deem necessary for the Trust to enter into ;
- 9.17 To transfer the whole or any part of the Trust to any country, other than the Republic of South Africa, to be administered in whatever manner the Trustees may deem fit, if they consider that to do so will be for the eventual benefit of the Trust or any beneficiary;
- 9.18 To employ such persons as may be necessary or desirable in connection with the administration of the Trust, including Secretaries, Attorneys, Counsel, Accountants, Bankers, Brokers or other experts and to remunerate them out of the income of the Trust for their services at their prevailing rates of remuneration and the Trustees shall not be responsible for or liable to make good to the Trust any loss caused by any person or persons or institutions employed by them on a bona-fide basis ;
- 9.19 To make donations to any person or charitable, ecclesiastical and educational institutions as they may select, and in such amount of amounts as they may from time to time deem appropriate ;
- 9.20 To allow any beneficiary to occupy any building(s) owned or leased by the Trust free of charge subject to such beneficiary being liable for all charges incurred including costs of a local authority in respect of sanitation, rates and the supply of electricity and water as well as general upkeep and maintenance together with premiums on policies of insurance covering any building(s) occupied by a beneficiary, fair wear and tear excluded ;
- 9.21 To take out or take cession of any life insurance policies on behalf of beneficiaries and to pay the premiums thereon;
- 9.22 To lend money to any Trustee, save with the approval of the Donor whilst alive, and thereafter with the approval of the beneficiaries;
- 9.23 To permit any Trustee to accept delivery of securities or any other assets on behalf of the Trust ;
- 9.24 To register property in the name of the Trust in place of the names of the Trustees.

10. DISTRIBUTION OF INCOME :

10.1 The income beneficiaries of the Trust shall be:

- 10.1.1 CHARLES ROBERT HICKEN during his lifetime and/or
- 10.1.2 PATRICIA ANNE HICKEN during her lifetime and/or
- 10.1.3 the descendants of CHARLES ROBERT HICKEN if any, and/or
- 10.1.4 any relations or friends of the above only as decided by the trustees,
- 10.1.5 any Trust established by or for the benefit of any of the above.

10.2 The distribution of the income shall be at the discretion of the Trustees.

10.3 Any income not paid and/or awarded in terms hereof may be added to the Trust and re-invested or accumulated for the general benefit of the beneficiaries of the Trust.

10.4 If in the opinion of the Trustees, the net income of the Trust is insufficient to meet the needs and desires of the income beneficiaries, then the Trustees shall have the power in their discretion to distribute any part or all of the capital of the Trust at any time in such proportions as the Trustees may deem fit.

10.5 The Trustees shall be permitted to distribute income in specie.

10.6 The Trustees shall determine the nature of the income distributed to each beneficiary.

11. TERMINATION OF TRUST :

11.1 The Trust may terminate at the end of the financial year of the Trust in which the death occurs of the last dying of CHARLES ROBERT HICKEN and his spouse, PATRICIA ANNE HICKEN.

11.2 If, however, the Trustees are of the opinion that circumstances have arisen or might arise to warrant their so doing, they shall be empowered in their discretion either to terminate the Trust in whole or in part at such time or times prior to the aforementioned date of termination as referred to in clause 11.1 or, notwithstanding that the aforementioned date of termination may have arrived, to continue the Trust in whole or in part for any such further period or periods as they in their discretion may decide.

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12.1 No Trustee shall be personally liable for any loss occasioned by any bona-fide error of judgment or mistake of law or by any other mistake or cause whatsoever, unless such loss is attributable to his dishonesty, fraud or willful neglect

12. TRUSTEES LIABILITY :

11.8 The Trustees may in their discretion be entitled to delay making payment to a beneficiary where in their discretion they deem it advisable, in the interest of the Trust and/or a beneficiary that payment should be delayed.

11.7 The Trustees may not, in order to effect payment to a beneficiary, be obliged to realise any assets but they may in their discretion value the assets and transfer or deliver assets instead of money.

11.6 No part of the Trust whether of income or capital shall lawfully vest in any beneficiary until the Trustees allocate such income or capital to that beneficiary.

11.5 Notwithstanding the aforementioned termination of the Trust, should any benefit fall to be distributed to a capital beneficiary under TWENTY-FIVE (25) years of age on such termination, the said benefit shall continue to be held by the Trustees and administered as a separate Trust for such beneficiary upon the same terms and conditions as set out in this Trust. Whilst the beneficiary is under the age of TWENTY-FIVE (25) years the Trustees may use so much of the income and/or accumulated income together with portions of the capital thereof as they in their discretion consider necessary for the care, maintenance, education, general advancement in life and reasonable pleasures of such beneficiary. When the beneficiary attains TWENTY-FIVE (25) years of age his or her benefit shall be paid or delivered to him or her.

11.4 The distribution of the capital and accumulated income, if any, shall be at the discretion of the Trustees.

11.3.2 a Trust(s) in esse or a Trust(s) to be created within six months from the date of termination of this Trust, in equal proportions.
11.3.1 the descendants then living of CHARLES ROBERT HICKEN, or their respective estates.

11.3 On the termination of the Trust the capital and accumulated income, if any, shall be distributed to:

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15.2 No interest nor any part thereof shall be capable of being attached by any creditor of a beneficiary or vest in a Trustee of any insolvent beneficiary's estate.

15.1 The interest of any beneficiary in terms of this Trust shall not be capable of being ceded, assigned, or pledged without the prior written consent of the Trustees.

15. CESSION AND ATTACHMENT OF INTERESTS :

Any person taking any benefit of any kind under this Trust shall receive and enjoy the same as his or her sole, absolute and unencumbered property free from any community of property or community or any regime of accrual as envisaged under the Matrimonial Property Act, No. 88 of 1984, or the debts and the interference, control and assistance of any spouse he or she may have married or may hereafter marry and in the case of a female every marital power which her husband shall or may have or become entitled to or acquire by virtue of his marriage in community of property, shall be and the same is hereby excluded from any property or asset of such female received by any such female from the Trust.

14. EXCLUSION OF COMMUNITY OF PROPERTY :

No Trustee originally appointed, nor any other Trustee appointed to office, shall be required to furnish any security to the Master of the Supreme Court or other competent official under the Trust Money's Protection Act, No. 34 of 1934, Trust Property Control Act, No. 57 of 1988, or under any other law.

13. SECURITY :

12.3 No Trustees shall be liable for any act of dishonesty, negligence or other misconduct committed by any other Trustee or any other person employed by the Trustees unless he knowingly allowed it or was an accessory thereto.

12.2 The Trust indemnities and holds each Trustee harmless against all claims, demands and actions of whatever nature that may be made upon or brought against him or them, either jointly or severally and arising out of or in conjunction with any act of omission by him or by any of his co-Trustees in connection with his or their duties as Trustees.

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17.2 However, the SETTLOR, CHARLES ROBERT HICKEN, shall be reimbursed out of the income derived from the Trust, and if insufficient, out of the capital of the Trust, and the Trustees shall make such reimbursement on proof to their satisfaction of the amount so disbursed being furnished.

17.1 All reasonable costs incurred in connection with the establishment of the Trust, including any Donations Tax which might become payable as a consequence thereof, shall in the first instance be payable by the SETTLOR, CHARLES ROBERT HICKEN.

17. COSTS :

16.2 Any such agreement to vary the provisions of this Trust Deed shall be fully binding on any person appointed as Trustee and on any beneficiaries of this Trust, whether majors or minors, born or unborn at the date of which such agreement is concluded. Provided always that, notwithstanding anything to the contrary hereinafore contained, the provisions of this Trust Deed may not be varied in such a way as to make it competent for the SETTLOR to control or to dispose of any part or all of the Trust Fund for the benefit of himself or his estate.

16.1 All or any part of the provision of this Trust Deed may be varied, by unanimous agreement in writing between the Settlor and the Trustees.

16. VARIATION OF TRUST DEED :

then and in each case the beneficiary shall automatically forfeit any such interest as if such beneficiary had died, provided that the Trustees shall have the right in their discretion to apply income and/or capital of the Trust Fund for the maintenance of that beneficiary and/or his descendants and to reinstate such beneficiary.

15.3.3 has a creditor who seeks to attach the interest of such beneficiary in terms of this Trust;

15.3.2 is declared insolvent or assigns his estate in favour of the creditors of that beneficiary; or

15.3.1 cedes, assigns or pledges that interest or any part thereof or attempts or purports to do so without the prior written consent referred to in clause 15.1; or

15.3 If a beneficiary:

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20. TRUSTEES REMUNERATION :
20.1 The Trustees may in their discretion from time to time charge to and recover from the Trust such remuneration as they in their discretion may decide not exceeding fees charged for similar work by registered Trust Companies.

19.3 The Trustees shall not be required, unless they so decide, to have accounts of the Trust audited regularly or at all but should it become a legal requirement for the Trust to be audited, the Trustees shall in their discretion appoint an auditor.
19.2 The Trustees shall also draw up annual accounts as at the last day of February in each year and shall make accounts available to the SETTLOR or any other interested party.

19.1 The Trustees shall keep or cause to be kept proper books of account concerning all transactions and affairs entered into by them in connection with the Trust.
19. FINANCIAL RECORDS :

18. REPAYMENT OF TAX :
If the SETTLOR or any other person becomes liable for any tax, duty or levy whether on capital or income arising out of the Trust or the operation of this Trust, the Trustees shall be entitled, but not obliged, at any time, and notwithstanding any previous decision on their part not to do so, to refund to the SETTLOR and/or such other person out of the Trust the amount of the tax, duty or levy for which the SETTLOR and/or such other person becomes or became so liable on such basis as may be equitable with the intent of affording the SETTLOR or such person a full indemnity against the additional tax, duty or levy for which they may become liable.

17.3 All reasonable costs, charges and expenses incurred by the Trustees in the fulfillment of their duties as Trustees shall be paid out of income derived from the Trust from time to time, and if insufficient, out of the capital of the Trust.

20.2 The Trustees may also, from time to time reimburse themselves out of the Trust the amount of all reasonable expenses incurred in and about the execution of their duties in terms of this Trust Deed and they shall be entitled to remuneration for any legal, accountancy or other services rendered in their professional capacity not exceeding fair and reasonable fees and only if the fees were agreed upon in a written agreement.

THUS DONE and SIGNED at DURBAN on this 8th day of November 1991 in the presence of the undersigned witnesses:

AS WITNESSES :

1. C. R. HICKEN
 2. C. R. HICKEN
 "SETTLOR"

THUS DONE and SIGNED at DURBAN on this 8th day of November 1991 in the presence of the undersigned witnesses:

AS WITNESSES :

1. C. R. HICKEN
 2. C. R. HICKEN
 "TRUSTEE"

THUS DONE and SIGNED at DURBAN on this 8th day of November 1991 in the presence of the undersigned witnesses:

AS WITNESSES :

1. P. A. HICKEN
 2. P. A. HICKEN
 "TRUSTEE"

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ANNEXURE D

FNB COMMERCIAL BANKING
FNB House
Redlands Estate
1 George MacFarlane Lane
Pietermaritzburg 3200
P O Box 374
Pietermaritzburg 3200
Tel: 033 846 9100
Fax: 033 8469151/5
www.fnb.co.za

17 October 2013

To: Buton and O'Connor Inc
P.O. Box 1921
Kokstad
4700
Tel: 039-7271564
Fax: 039-7271560

Subject: Mr Bradley James

Good day

Please be advised that we have approved a facility for Mr Bradley James' close corporation, PLAISANCE FARMING CC which will be used to assist Mr James to settle Home Loan / bond on the following property - PROPERTY TYPE - EXT, STAND NUMBER - 192, PROPERTY REGION - 05, SUBURB - BULWER, PROVINCE - NTL, POSTAL CODE - 3227 which is owned in Mr James' personal capacity, the bond will be cancelled and title deeds will be released once Home Loan account number 3-000-011-566-536 has been settled in full.

All bond documents for the new loan have been signed and submitted to the attorneys and we await confirmation of lodgement date. We will confirm as soon as lodgement takes place.

Kind Regards

Bertram July | Relationship Manager | FNB Commercial | KZN Inland - Hubbed

FNB House, Redlands Estate, 1 George MacFarlane Lane, Pietermaritzburg, 3201 | Tel: (033) 8469157 |
Cell: 0605001030 | Fax: (033) 3455163
E-mail: bjuly@fnb.co.za | Web: www.fnb.co.za | Mobile: www.fnb.mobi

Directors: LL Dippenaar (Chairman), S E Mkaana (CEO), VW Bartlett, JH Bester, JP Burger, L Crouse, PM Goss, P K Harris, WJR Jardine, EG Malenge-Gebesho, AS Nkuna, AT Nzimande,
D Premnaranjan (Indian), KB Schoeman, RK Store, BJ van der Ross, JH Van Gruning, MH Visser
Company Secretary: BW Unzer.

how can we help you?

FNB
First National Bank

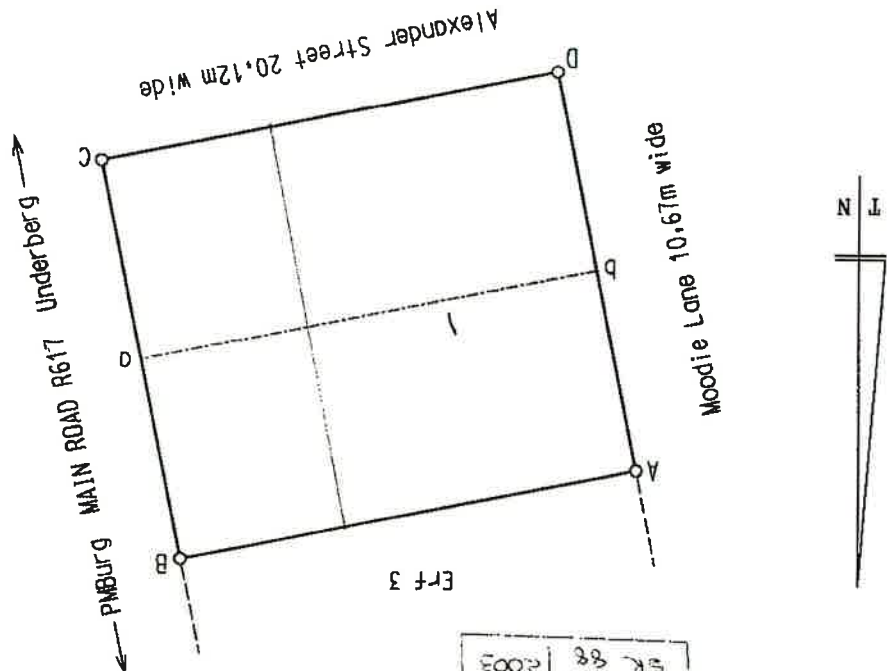


CONSOLIDATED DIAGRAM

S.G. No. 326/2003
 Approved
 for : SURVEYOR-GENERAL
 Feb. 17, 2003.

SIDES	Metres	ANGLES
AB	95.38	A 90 00 00
BC	84.86	B 90 00 00
CD	95.38	C 90 00 00
DA	84.86	D 90 00 00

Plan 1 N 1/4
 S.S. 227/2003
 S.R. 88/2003



SCALE 1 : 1 500

COMPONENTS

1. The figure A B C D represents Erf 4 Bulwer vide diagram Sub Vol 858 fol 92 and Grant No. 12687.
2. The figure B C D represents Erf 5 Bulwer vide diagram Sub Vol 858 fol 94 and Grant No. 12688.

The figure A B C D represents 8094 square metres of land being ERF 192 BULWER (and comprises the properties specified above)

Situate in the Ingwe Municipality, Registration Division FS and Province of Kwazulu-Natal Compiled in February 2003 by me

C.G. TARBOTON PLS0603
 Professional Land Surveyor

[Signature]

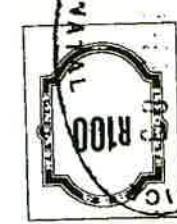
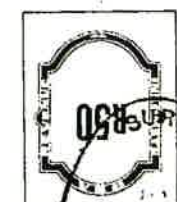
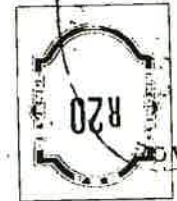
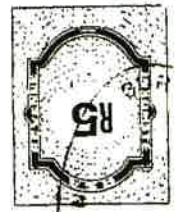
File No. /1

Completed

Comp. f55T'0

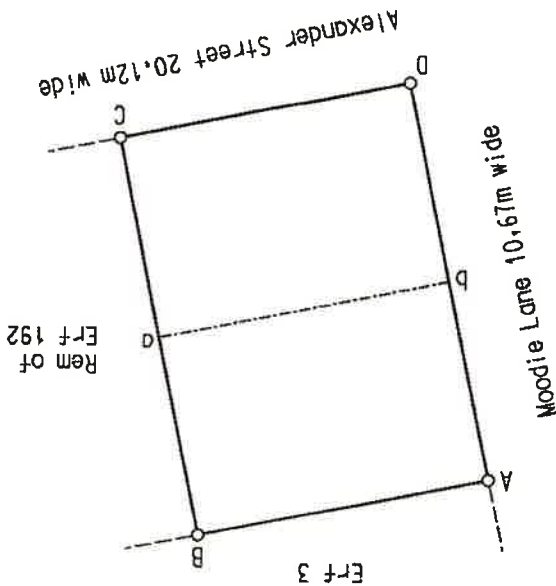
Registrar of Deeds

This diagram relates to No.



TARBOTON HOLDER ROSS & PARTNERS

SIDES	ANGLES OF	DIRECTION	CO-ORDINATES	S.G. No.
AB	60,38	258 43 40	A - 74 209,48 + 99 502,25	327/2003
BC	84,86	348 43 40	B - 74 268,70 + 99 490,45	
CD	60,38	78 43 40	C - 74 285,28 + 99 573,67	Approved
DA	84,86	168 43 40	D - 74 226,07 + 99 585,47	
Constants			0,00	for : SURVEYOR-GENERAL
Angles of Direction			+3200000,00	
S.G. No.			Y System WGS29° X	Feb. 17, 2003.
Drd 27/1949			2002/144	



SCALE 1 : 1 500

BEACON DESCRIPTIONS

- A : 16mm iron peg and stones 0,36 metres south east of tram rail corner post
- B : 10mm drill hole in concrete
- C : 16mm iron peg and stones alongside fence
- D : 16mm iron peg and stones 0,5 metres south of tram rail corner post

The figure A B C D represents 5124 square metres of land being

PORTION 1 OF ERF 192 BULWER

Situate in the Ingwe Municipality, Registration Division FS and Province of Kwazulu-Natal Surveyed in September and October 2001 and May and December 2002 by me

C.G. TARBOTON PLS0603

Professional Land Surveyor

The original diagram is File No. /1

S.G. No. 326/2003

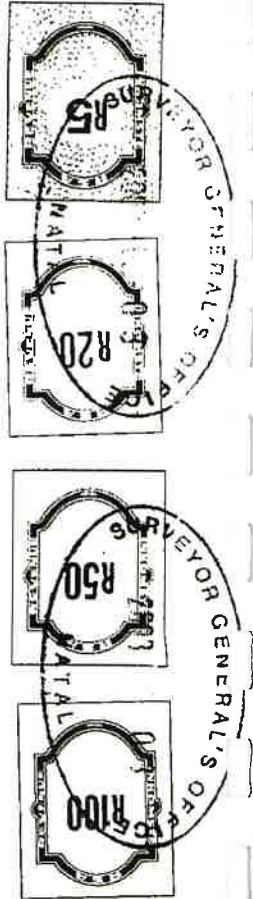
S.R. No. 88/2003

Comp. FSS1,0

Registrar of Deeds

This diagram relates to

No.

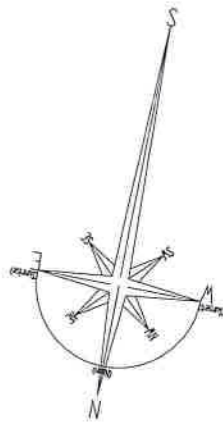


SITE PLAN 1:200

18 (Residential)

19 (Residential)

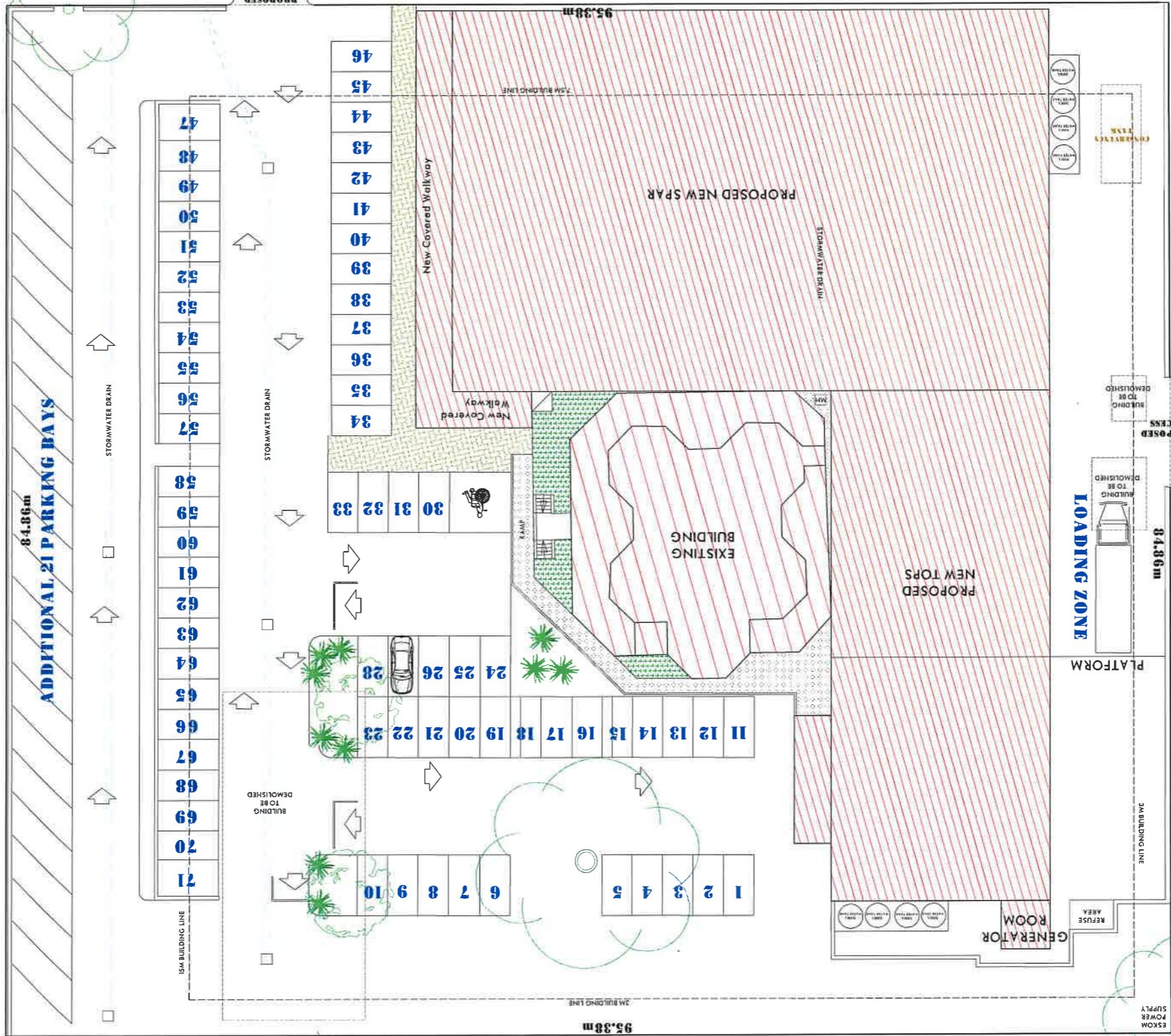
20 (Residential)



Alexander Street 20.12m (Tar)

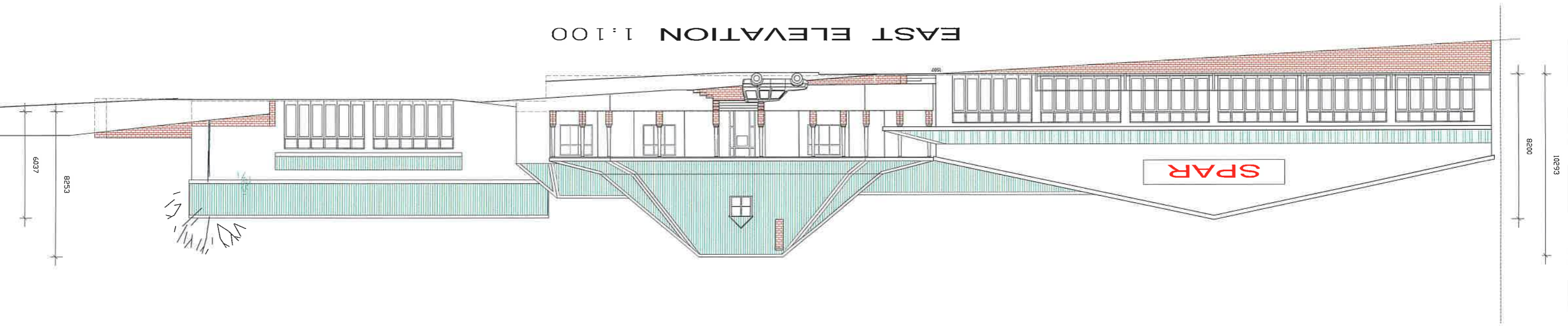
Moodie Lane 10.67m (Gravel)

MAIN ROAD R617 (Tar)



Client's Signature:	
Project:	PROPOSED NEW SPAR AND TOPS ON ERF 615 BULWER
Client:	Bulwer Retail Stores Pty Ltd
Drawing:	SITE PLAN
Areas:	EXISTING 445 SQM PROPOSED NEW SHOPS 2500 SQM TOTAL AREA 2 945 SQM SITE 8094 SQM 96.98% COVERAGE
Scale:	1:200 Drawn KHR
Checked:	Date Mar 2014
Drawing No 0414	
DRAWING 1 OF 1	
KATHRYN ROBERTS MS& Arch: AEEES SACAP MEM. NO. D 2194 CELL: 083 551 8030	

EAST ELEVATION 1:100



SPAR

6037

8253

8200

10293

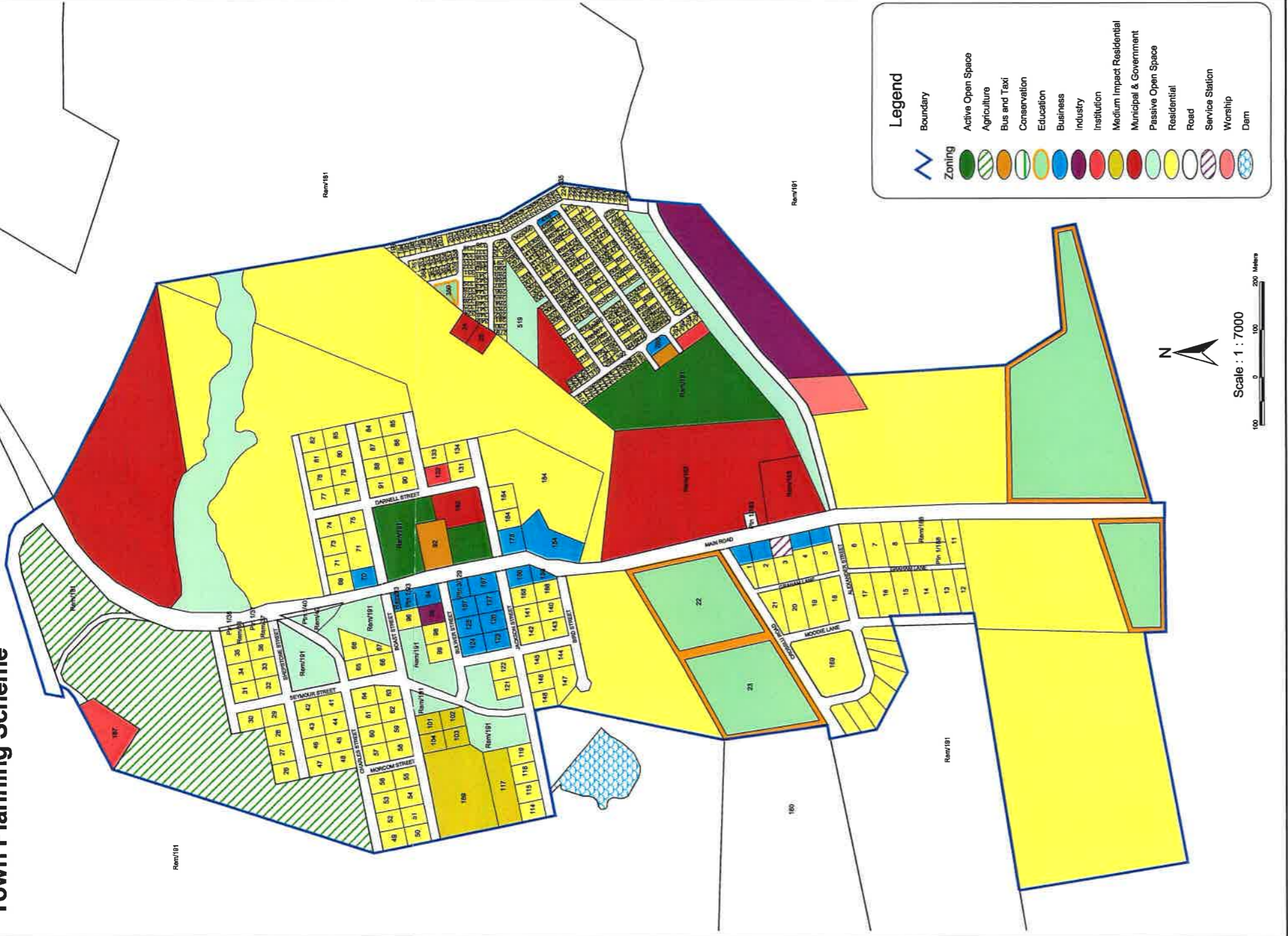
BULWER Town Planning Scheme

Rem/181

Rem/181

Rem/181

Rem/181



Legend

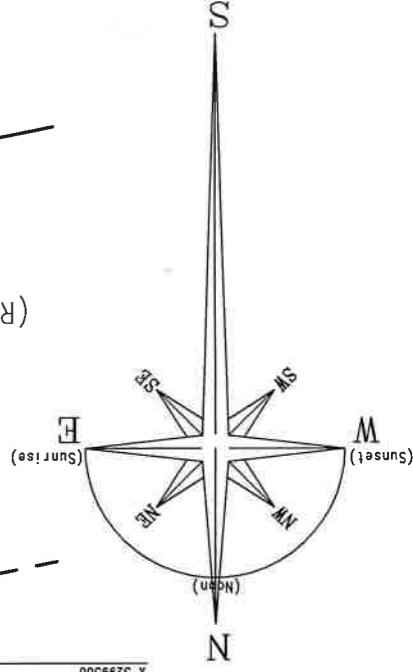
- Boundary
- Zoning
 - Active Open Space
 - Agriculture
 - Bus and Taxi
 - Conservation
 - Education
 - Business
 - Industry
 - Institution
 - Medium Impact Residential
 - Municipal & Government
 - Passive Open Space
 - Residential
 - Road
 - Service Station
 - Worship
 - Dam



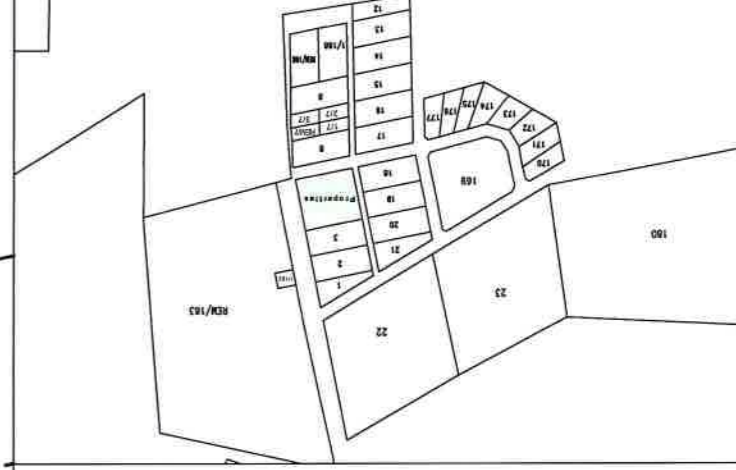
PORTION 1 AND REMAINDER OF ERF 192 BULWER: PROPOSED CONSOLIDATION AND DEVELOPMENT OF LAND OUTSIDE OF A SCHEME

INGWE LOCAL MUNICIPALITY
PROVINCE OF KWAZULU NATAL

SCALE: 1 in 750



LOCALITY PLAN
NOT TO SCALE



FILE: BUL/8	DATE: APRIL 2013	DRAWN BY: SBB/RMO
REVISION NO: C	Kokstad 4700	34 Strachan Street Tel: (039) 7271564 Fax: (039) 7271560 P.O. Box 1921 Kokstad 4700
Telephone: 031-2662280	P.O. Box 1863	Westville Fax: 031-2669753 52 Norfolk Terrace Durban 3630
Professional Land Surveyors		

Prepared by: **BUTTON & O'CONNOR**

Prepared by: G. P. HITCHINS

are to be consolidated.

3. Portion 1 and the Remainder of Erf 192

2. Please note current land usage in brackets and subject to actual survey.

1. All measurements and areas are approximate

NOTES:

OWNER: Bradley Charles Forder James

USAGE: Residential

DIAGRAM: SG Dgm No. 327/2003

DEED: Deed of Transfer No. T 38112/2007

OWNER: The R E P Trust - Trustees

USAGE: Commercial

DIAGRAM: SG Dgm No. 326/2003

DEED: Deed of Transfer No. T 39719/2005

REMAINDER OF ERF 192 BULWER

OWNER: The R E P Trust - Trustees

USAGE: Commercial

DIAGRAM: SG Dgm No. 326/2003

DEED: Deed of Transfer No. T 39719/2005

PORTION 1 OF ERF 192 BULWER

OWNER: Bradley Charles Forder James

USAGE: Residential

DIAGRAM: SG Dgm No. 327/2003

DEED: Deed of Transfer No. T 38112/2007

MOTIVATION

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MOTIVATION

KZN PLANNING AND DEVELOPMENT ACT NO. 06 OF 2008
(Application in terms of Chapters 3 and 4)

PROPOSED CONSOLIDATION AND DEVELOPMENT OF LAND OUTSIDE A SCHEME OF PORTION 1 AND THE REMAINDER OF ERF 192 BULWER

1.0 GENERAL

- 1.1 PORTION 1 OF ERF 192 BULWER
Property Description:- Portion 1 of Erf 192 Bulwer.
Locality:- Ingwe Municipality.
Registered Owner:- Bradley Charles Forder James.
Title Deed:- No. T 38112/2007.
Restrictive Conditions of Title:- None affecting this application.
Surveyor General approved Diagram:- S.G. No. 327/2003.
Extent:- 5 124 squares metres.
Servitudes:- None.
Existing Land Use:- Residential.
Proposed Land Use:- Commercial
Surrounding properties' Land Use:- Residential, Service Station, Municipal and Government.
1.2 REMAINDER OF ERF 192 BULWER
Property Description:- Remainder of Erf 192 Bulwer.
Locality:- Ingwe Municipality.
Registered Owner:- Trustees of the REP Trust.
Title Deed:- No. T 39719/2005.
Restrictive Conditions of Title:- None affecting this application.
Surveyor General approved Diagram:- S.G. No. 326/2003.
Extent:- 2 970 square metres.
Servitudes:- None.
Existing Land Use:- Commercial
Proposed Land Use:- Commercial.
Surrounding properties' Land Use:- Residential, Service Station, Municipal and Government.
1.3 BRIEF
Proposed Consolidation and Development of Land Outside a Scheme of Portion 1 and the Remainder of Erf 92 Bulwer.
1.4 Size of Proposed new Consolidated Property:- 8 094 square metres.
- #### 2.0 THE APPLICANTS
- 2.1 The application is submitted in terms of Chapters 3 and 4 of the KwaZulu-Natal Planning and Development Act No. 06 of 2008, by Button and O'Connor Inc. Professional Land Surveyors, on behalf of Bradley Charles Forder James and the Trustees of the REP Trust. (See Annexure B for Company Resolution and Annexures C for Letters of Appointment, Special Powers of Attorney, Trust Resolution and Deed).

3.0 THE PROPOSAL

3.1 Our client, Bulwer Retail Stores (Pty) Ltd, is in the process of purchasing both Portion 1 of Erf 192 Bulwer from the current owner, being Mr Bradley Charles Forder James, as well as the Remainder of Erf 192 Bulwer, from the present owners, the Trustees of the REP Trust.

3.2 It is proposed to Consolidate Portion 1 and the Remainder of Erf 192 Bulwer to create one large site in order to allow for the development of the property by the construction of a Spar Supermarket and a Tops Bottle Store.

3.3 As Bulwer falls outside the area of a Scheme, this application is being done according to Chapter 4 of the KwaZulu-Natal Planning and Development Act No. 06 of 2008.

4.0 THE APPLICATION SITES AND EXISTING LAND USE (To be read with the relevant Surveyor General Diagrams - Annexures E

4.1 The Remainder of Erf 192 Bulwer is situated on the R617, a Provincial Road, which falls on the property's eastern boundary and which runs through and forms the "Main Street" of Bulwer.

4.2 Portion 1 and the Remainder of Erf 192 Bulwer share a common boundary, with Moodie Lane forming western boundary of Portion 1 of Erf 192 Bulwer.

4.3 Alexander Street forms the southern boundary of both Portion 1 and the Remainder of Erf 192 Bulwer, so effectively the proposed Consolidated Property will be surrounded by roads, on three sides.

4.4 A Filling Station and Take Away/Tea Room is situated on Erf 3 Bulwer, which forms the northern boundary of both these properties.

4.5 There are no restrictive conditions of title, which would prevent this consolidation from taking place.

5.0 PROPOSED USE

5.1 As the property is currently situated outside the area of a Scheme, the approval of this application is being sought in terms of Chapter 4 of the KZN Planning and Development Act No. 06 of 2008 and it is proposed that once the Town Planning Scheme has been formally adopted, that the proposed new Consolidated site will be zoned as "Commercial".

5.2 It is proposed that the existing building situated on the Remainder of Erf 192 Bulwer, currently housing a Bottle Store, will be demolished and that this section of the property will largely be developed as a Parking Lot for the proposed new Development.

5.3 The existing building on Portion 1 of Erf 192 Bulwer is an old dwelling which has heritage significance and will be restored. The other two small buildings will be demolished to make space for the new structures which will be erected on this Erf to house the Supermarket, Bottle Store, Storage and Backup facilities. Future deliveries will also occur on this portion of land.

6.0 NEED FOR THE DEVELOPMENT

6.1 Planning Need

6.1.1 Surveys in the area indicate that residents currently travel to Underberg, Ixopo and Pietermaritzburg to do their shopping, as Bulwer has no modern shopping facilities, effectively resulting in a loss of potential income to the town.

6.1.2 The proposed Development is in keeping with the Government's stated intention of developing Bulwer as the new centre of the merged Kwa Sani and Ingwe Municipalities and the site is in an area identified by Planning Consultants as suitable for the future development of Bulwer. Furthermore, preliminary discussions with the Ingwe Municipality have been extremely positive.

6.1.3 The planned Development on the proposed Consolidated property is long term in nature, as the proposed tenant has committed to a ten year lease with an option to renew for a further ten years. The same tenant currently operates the Underberg Spar and Tops and the Build It Store in Bulwer and has recently acquired the Bottle Store in the existing building on the Remainder of Erf 192 Bulwer. It is the intention that this bottle store will become the Tops Bottle Store part of the proposed new Development. The tenant has been operating retail outlets for the past 17 years and is in good standing with Spar South Africa.

6.1.4 The development of a new Spar Supermarket and Tops Bottle Store, will not only save fuel, travelling and vehicle maintenance costs, but will also offer residents a clean, modern and secure shopping experience, at a level of convenience which is currently unavailable in Bulwer. Additional services such as lotto, airtime, pension payouts and ATMs and will also be available.

6.1.5 The easy accessibility of the site, the lure of the development of largely unused properties, coupled with the general need for development of shopping facilities in Bulwer, are all part of the reasons that the potential new owners are inspired to develop this site (See Annexures F).

6.1.6 All services in the form of water, sewerage, storm water disposal and electrical connection points will be obtained from the existing Municipal supply, which are already situated onsite. Thus a huge infrastructure change for the Municipality will be unnecessary, as the proposed Development can be serviced efficiently and cost effectively from the existing supply points.

6.1.7 There are no significant topographic or ecological issues which would hinder the proposed Consolidation and subsequent development of the properties and the development will be environmentally sustainable.

6.2 Economic Need

6.2.1 The approval of this application will result in the future development of much needed shopping facilities, to serve not only the residents of Bulwer but also travelers passing through on the R617.

6.2.2 Fuel and vehicle maintenance costs saved, would invariably be spent within the town, which would assist in a further economic cash injection for the community.

6.2.3 The development of the site would increase the value of the property and extend the Ingwe Municipality property rates base.

6.2.4 A large amount of capital will be spent during the construction phase of the new buildings. Local construction companies will be used and local labour will be sourced from the Bulwer area.

6.2.5 Over and above the employment opportunities which will be offered during the construction phase of this development, the tenant intends to employ 80 staff members, who will be recruited locally.

6.2.6 The staff will undergo Spar training programs at Underberg Spar, before the commencement of operations in Bulwer. The training has great significance as it will equip the staff with skills which can be applied at any of the 800 Spar outlets in South Africa, which creates sustainable empowerment.

6.2.7 This development will save travelling costs for the residents and provide them with a level of convenience which is currently unavailable in Bulwer.

7.0 DESIRABILITY OF THE DEVELOPMENT

The two key considerations when reviewing why the site is considered to be desirable for Consolidation are:

a) **Locational Criteria:** i.e. Is the site suitably located in terms of its' relationship and proximity to the people it is intended to serve and other associated land uses in the area?

b) **Site Specific Criteria:** i.e. Is the site in a desirable location in terms of the potential impact of the proposed development, in relation to the existing permitted uses, on the amenity of the immediate surrounding area: the provision of services; traffic and access considerations?

7.1 Locational Criteria

7.1.1 The proposed Development is situated on the R617, a Provincial Road which runs through and forms the "Main Street" of Bulwer, in the existing commercial node, adjoining the only Filling Station and Take Away Tea Room in the town.

7.1.2 Graham Lane and Alexander Street form the two other boundaries of the property, making the proposed new Development easily accessible for deliveries and customers via vehicle, the existing public transport system or on foot.

7.1.3 The residential properties nearby mean that the customers will not have to travel far to enjoy a secure shopping experience and the proximity of the Development to residential areas represents the land development principle that residential areas and employment and shopping opportunities should be promoted in close proximity, or integrated with one another.

7.1.4 The Development will offer residents a clean, modern and secure shopping experience, with additional services such as Lotto, Airtime Sales, safe Pension Payout Points and ATM's, to name just a few conveniences.

7.2 Site Specific Criteria

- 7.2.1 As the properties are situated on the main road, directly adjacent to a busy Filling Station and Take Away and as there is already a Bottle Store on the Remainder of Erf 192, the Consolidation of the two properties and the subsequent planned Development of the site, will have minimal impact on the amenity of the surrounding properties and their associated land uses.
- 7.2.2 The shops in the proposed new Development will trade during normal hours from 07h00 to 18h00, so as to eliminate inconvenience to adjoining properties.
- 7.2.3 Furthermore, the construction of a high wall will not only assist in securing the property, but will eliminate any negative effects on the residential properties to the south and west of the site.

7.3 Topography

- 7.3.1 The property has a slight change in gradient falling gently to the east and contains no physical features which would impede the consolidation and subsequent development.
- 7.3.2 Where appropriate, existing trees and shrubs will be maintained or replanted in order to provide shade and landscape the proposed new Development.

Annexure H)

- 7.4 **Traffic Impact and Road Access** *(To be read with the Application Layout Plan –*
- 7.4.1 The proposed development is situated on the R617, being the main road through Bulwer, with access to the Bottle Store currently occurring through the neighbouring Filling Station/Takeaway Tea Room on Erf 3 Bulwer.

- 7.4.2 Similar to all the retail outlets on Bulwer's main road, it is proposed that an entry point off the R617, into the parking lot be established, to provide customer access onto the site.

- 7.4.3 A delivery access for the development would be from Alexander Lane at the back of the development, on the southern side of the property.

- 7.4.4 An application will be made to the Municipality for the construction of new access points onto the property, with these costs being borne by the new owners.

7.5 Parking Requirements

- 7.5.1 Adequate Parking Bays will be provided inside the new Shopping Centre property, with the parking area being paved, marked and well maintained.

8.0 ENVIRONMENTAL ASSESSMENT

- 8.1 The proposed consolidation of Portion 1 and the Remainder of Erf 192 Bulwer and the subsequent development on the property will not constitute an activity listed in terms of Government Notice No. R386 and therefore does not require Environmental Authorisation in terms of Section 24F(1) of the National Environment Act, 1998.

9.0 PROVISION OF SERVICES

9.1 Water

- 9.1.1 The water supply in Bulwer as a whole, is currently being upgraded and the proposed Consolidated property already has two municipal water supply points which will be utilised to supply clean drinking water to the site.
- 9.1.2 Rain water will be harvested from the rooftops of the Development and will be used for toilets and trolley washing.

9.1.3 Sisonke District Municipality's comments have been included in this PDA application.

9.2 Sewerage

9.2.1 Existing Municipal Sewerage points on site will be upgraded to fit the requirements of the bigger site. All link services will be constructed to Municipal standards and will be for the owner's expense

9.2.2 The Development will feature a grey water recycling facility.

9.2.3 Sisonke District Municipality's comments have been included in this PDA application.

9.3 Stormwater and Drainage

9.3.1 An appropriate drainage and storm water management system for the property will be designed and will link onto the existing Municipal stormwater and drainage system.

9.3.2 All link services will be constructed to Municipal standards and will be for the owner's expense.

9.4 Electricity

9.4.1 Eskom has a three phase power supply on the premises which will be used to power up the new proposed buildings, with all link services to be constructed to the required standards.

9.4.2 Eskom's comments have been included in this PDA application.

9.5 Waste

9.5.1 Waste in the form of refuse, is to be collected by Municipality according to Municipal Waste collection cycles.

9.5.2 No industrial waste will be generated.

9.6 Telecommunications

9.6.1 An application will be made to Telkom, by the owners, if and when land lines are required.

10.0 REQUEST TO MUNICIPALITY

10.1 The Ingwe Municipality is thus hereby respectfully requested to approve this application in terms of Chapters 3 and 4 of the KZN Planning and Development Act No. 06 of 2008, by the Consolidation of Portion 1 and the Remainder of Erf 192 Bulwer, for the purposes of the Development of the site and the subsequent construction of a Spar Supermarket, Tops Bottle Store and associated infrastructure. The Development will assist in providing a much needed new retail facility in the district, changing the perception of Bulwer as a shopping destination and will, in time, create other business opportunities in the town.

Emma Lincoln Architecture
Mansfield Annexe Farm
Slippery Drift Road
Kokstad 4700
Kwa-Zulu Natal

6th June 2013

Ingwe Municipality

To whom it concern at the Ingwe Municipality PDA review department

Dear Sir/Madam,

This letter serves to accompany the PDA application for Lot 192 (Portion 1) and Lot 192 (remainder of), Bulwer.

There is an existing house of heritage interest on Portion 1 of Lot 192. It has been discussed with AMAFA that although this house is not listed by them, nor do they have details of its age, it appears to be old enough that it be considered from a heritage point of view.

As is demonstrated in the site development plan for this proposal, the house is to be retained as part of the collection of buildings on the site. It will be projected during building work, and will be maintained properly.

The idea is that this building will be used as low traffic office space, either for SPAR itself, or for independent tenants and professionals in Bulwer. This will provide some excellent quality, prominent office space for professionals in the area.

AMAFA have suggested that because the owners of the site have engaged a professional Architect and because the house is not to be renovated or demolished in any way, this serve to confirm that there is not heritage risk to this project.

Please do not hesitate to contact me should you have any specific queries.

Yours sincerely,



Emma Lincoln

B.Arch (UCT), Pr Arch (SACAP)

Emma Lincoln Architecture | P O Box 1290 Kokstad 4700 (m) 082 3324987 (f) 086 2041282 | emmalinc@gmail.com

Simply **CLICK HERE** to log into your account.

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This competition runs from June to November 2013. Terms and Conditions do apply.
As a Fax2Email user the **FREE Web2Fax** service is automatically activated and you are able to send faxes to any fax number in the world.



A big Congratulations goes out to Tamar Morais who is the lucky winner of an Apple iPad Mini for September 2013

CONGRATULATIONS

and the WINNER

Your fax is attached to this email

Thank you for using our Fax2Email service

Dear Fax2Email user,

----- Forwarded Message -----
 From: "0865182319@f2em.co.za" <0865182319@f2em.co.za>
 To: "madibandumiso@yahoo.com" <madibandumiso@yahoo.com>
 Sent: Monday, September 30, 2013 11:06 AM
 Subject: Fax2Email Fax from 0398331672 to 0865182319

Ndumiso H Madiba
 Ingwe Municipality
 Tell 0398331038
 Fax 0398331179
 Cell 0838916411/
 0767902404

From: Ndumiso Madiba [madibandumiso@yahoo.com]
 Sent: 30 September 2013 11:13 AM
 To: narine@bokok.co.za
 Subject: Fw: Fax2Email Fax from 0398331672 to 0865182319
 Attachments: 173570049-0930s-110418.pdf

Narine Hitchins - Button and O'Connor Inc

Mr Jim Nyide
IPD Manager

Yours Faithfully

This administration has no objection to the propose subdivision rezoning based on the submitted survey drawings.

- c. Refuse collection is available to the proposed subdivisions by the Ingwe municipality at the current collection rate. However a designated bin area for waste collection by the municipality shall be provided, this will be addressed upon submission of proposed development plan.
- b. Storm Water Drainage, will be addressed upon the submission of proposed development plan. All storm water controls shall discharge into municipal road storm water drainage or into the nearest natural stream.
- a. Spar supermarket and Tops bottle store, the property 192 at Bulwer Ingwe Municipality area is accessible through R617 Road which is currently existing road and Moodie line access road. As the ERF 192 is at the corner of these roads. The Ingwe municipality have no objection to the proposed new Spar Supermarket and Tops Bottle Store. However the main road mentioned is owned by KZN Department of Transport. It is therefore necessary that this proposal obtains their endorsement.

Your application for engineering comments on the above mentioned property dated 08 July 2013 is referenced.

RE: PROPOSED CONSOLIDATION AND DEVELOPMENT OF LAND OUTSIDE A SCHEME OF PORTION 1 AND THE REMAINDER OF ERF 192 BULWER.

Attention: Mr G. Hitchins
4700
KOKSTAD
P.O. Box 1921
Button & O'Connor Inc.

11 September 2013

N.L.B.

As per your application addressed to Sisonke District Municipality which was dated 10th of July 2013 with regards to availability of water and sanitation services within the town of Bulwer for the above mentioned development is acknowledged.

The Bulwer town currently has water and sanitation services which are not sustainable in terms of providing for future developments. The current water source consumed by the Bulwer Town is a protected spring which does not have sufficient water and the sewage being disposed via septic tanks.

However, the municipality is in a process of addressing the water supply shortage envisaged within the town and surrounding areas through Bulwer Town Emergency Intervention water supply scheme project. This project is currently under construction and it is expected to be completed by the end of April 2014.

The sanitation system provided for Bulwer town is currently being reviewed in an effort to upgrade to a more efficient sanitation system which is suitable for a town. The business plan for the Bulwer town sewage system is being reviewed by Sisonke District Municipality and it will be submitted to

RE : PROPOSED CONSOLIDATION AND DEVELOPMENT OF LAND OUTSIDE SCHEME OF PORTION 1 AND THE REMAINDER OF ERF 192 BULWER

Dear Sir,

Attention : Mr. G.Hitchins

Tel: 039 727 1564

4700

Kokstad

P.O.Box 1921

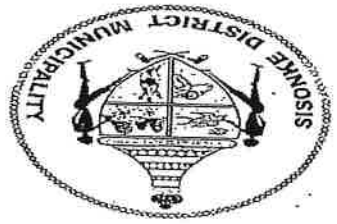
Button & O'Connor Inc.

Ref. SDM/PDU/BUL/8

Enquiries: Mr.T.Mitshall / Mr. S. Ngcobo / Mr. N. Biyase
Date: 12 November 2013

WATER SERVICES DEPARTMENT

39 A Margaret Street, Ixopo 3276
Private Bag X501, Ixopo 3276
Phone: 039-834 2485
Fax: 039-834 2482
E-Mail: biyase@sisonkedm.gov.za



Department of Water Affairs for approval. Upon approval, the project will be registered for MIG funding in order to start with the implementation. This project is likely to be completed in year 2015/2016.

These upgrades of water and wastewater services will accommodate future developments including this proposal.

We hope you will find the above in order.

Yours faithfully



Mr. N. Biyase

Executive Director : Water Services Department

Sisonke District Municipality

responsibility through mobility

3.3 The road reserve boundary of Main Roads 7-4 shall be determined in consultation with this Department's Road Information Services, Head Office (Tel: 033-3558600).

3.2 No service roads or parking as required in the Town Planning Scheme, other than a fence, hedge or a wall which does not rise higher than 2,1 meters above or below the surface of the land on which it stands, shall be erected on the land within a distance of 15 meters measured from the road reserve boundary of the Main Road 7-4.

In terms of section 13 of the Kwazulu-Natal Provincial Roads Act No. 4 of 2001, no buildings or any structures whatsoever, other than a fence, hedge or a wall which does not rise higher than 2,1 meters above or below the surface of the land on which it stands, shall be erected on the land within a distance of 15 meters measured from the road reserve boundary of the Main Road 7-4.

3.1 CONDITION OF TITLE IN RESPECT OF THE PROPOSED CONSOLIDATION OF PORTION 1 AND THE REMAINDER OF ERF 192 BULWER

2. The Department of Transport as the controlling authority as defined in the Kwazulu-Natal Roads Act No. 4 of 2001, requires that, in terms of section 20 of the said Act, the following conditions be inserted in the relevant Deed of Transfer by the Transferor:-

1. With reference to your application dated 10 July 2013 in connection with the abovementioned proposed **CONSOLIDATION**, I have to inform you that the Minister as the Controlling Authority as defined in the Kwazulu-Natal Roads Act No. 4 of 2001, has in terms of section 20 of the said Act, been pleased to approve the proposed layout as represented on the accompanying layout plan No. BUL/8 Rev No: C subject to the following conditions:-

**SITUATE IN THE ADMINISTRATIVE DISTRICT PROVINCE OF KWAZULU-NATAL
REMAINDER OF ERF 192 BULWER: SITUATE IN THE INGWE MUNICIPALITY;
MAIN ROAD 7-4: PROPOSED CONSOLIDATION OF PORTION 1 AND THE**

Dear Sir,

ATTENTION: MR GREG HITCHINS

Date: 30 October 2013

Button and O'Connor
P.O. Box 1921
KOKSTAD
4700

Enquiries: Mr R. Ryan
Extension: 0570
Reference: T10/2/2/319/26
Your Reference: BUL/8

TRANSPORTATION ENGINEERING SUB - DIRECTORATE



transport

Department:

Province of KwaZulu-Natal

Transport

Street Address: 224 Prince Alfred St,
Pietermaritzburg, 3200
Postal Address: Private Bag X9043,
Pietermaritzburg, 3200
Tel: (27)(33) 3558600
Fax: (27)(33) 3423962

Ribdev.2013/Pmb_Ixopo_Sub_001

f HEAD : TRANSPORT

Yours faithfully,

- 4.2 The applicant's attention is drawn to the relevant stormwater clause contained in section 12 of the Kwazulu-Natal Provincial Roads Act No. 4 of 2001 and section 5 of the Roads Regulations, wherein it is advised that the disposal of stormwater emanating from the road reserve through the layout, or any stormwater emanating from the layout through the road reserve, shall be undertaken in consultation with and to the satisfaction of this Department's Cost Centre Manager Ixopo, (Telephone: 039-8340500) during the development of the property concerned.
5. In terms of section 10 of the Kwazulu-Natal Provincial Roads Act No. 4 of 2001 and Section 3 of the Regulations, the applicant is advised of the following conditions:-
 - 5.1 No direct access whatsoever to Main Road 7-4 will be permitted. The existing access to Main Road 7-4 is to be permanently closed.
 - 5.2 Access to the proposed Consolidation is to be obtained from the internal township road namely, Alexander Street.
 - 5.3 Adequate parking facilities must be provided within the property itself.
 - 5.4 All costs incurred as a result of these requirements shall be borne entirely by the applicant.
6. Due to the proposed consolidation, a formal rezoning application is to be submitted to this Department for assessment and comment.
7. In terms of section 21 of the Kwazulu-Natal Provincial Road Act No. 4 of 2001, a detailed to-scale development plan adhering to the abovementioned requirements, is to be submitted for assessment and comment.
8. This approval shall not exempt the applicant from the provisions of any other law.
9. In terms of section 22 of the Kwazulu-Natal Provincial Roads Act No. 4 of 2001, this approval is granted for a period of 18 months from date hereof. Failure to implement this application within the prescribed period the application must be re-submitted to this Department for assessment and re-consideration.



Greg Hitchins

BUTTON AND O'CONNOR INC.

P O Box 1921
KOKSTAD

4700

Our Ref: B Neill/ Michelle

Your Ref: **6w18**

Tel +27 31 7105404

Mrs. M. Nicol

Date: 22-07-2013

PROPOSED: CONSOLIDATION AND DEVELOPMENT OF LAND OUTSIDE A SCHEME, PORTION 1 AND REMAINDER OF ERF 192 BULWER.

Sirs

Your application dated 28th June 2013, refers.

We confirm that an investigation has been carried out with regard to the supply of electricity, as well as encroachment into Eskom Servitudes, in respect of the development as set out above.

The result of this investigation is that a supply is available, or can be made available within the standard Eskom tariffs and conditions.

A building restriction of **3/Three** metres on either side of any reticulation line must be considered when building developments are planned.

A developer requiring a new supply, an increase of supply or line deviation, from Eskom should make application to Eskom via the Eskom toll free number 0860037566, which will be processed in terms of Eskom's standard customer connection tariffs, conditions and policies, the costs of which will be for the developer's account.

Yours sincerely

NW Purdon
LAND DEVELOPMENT MANAGER

Distribution Eastern Region
Land Development Department
25 Valley View Road, New Germany, 3620P O Box 66, New Germany, 3620, SA
Tel +27 031 7105404 Fax +27 031 710 5146 www.eskom.co.za
Eskom Holdings SOC Limited Reg No 2002/01527/06





Narine Hitichins - Button and O'Connor Inc

From: Gregg Hitichins - Button and O'Connor Inc [gregg@bokok.co.za]
Sent: 23 October 2013 02:07 PM
To: Narine Hitichins
Subject: Fw: New Designation for the Consolidation of Portion 1 and the Remainder of Lot 192 Bulwer

----- Original Message -----

From: [Nontuthuko Ndlovu](mailto:Nontuthuko.Ndlovu)
To: [Gregg Hitichins - Button and O'Connor Inc](mailto:Gregg.Hitichins-Button.and.O'Connor.Inc)
Sent: Wednesday, October 23, 2013 8:17 AM
Subject: Fw: New Designation for the Consolidation of Portion 1 and the Remainder of Lot 192 Bulwer

Good morning

The following designation has been reserved for you:

ERF 615 BULWER, REG. DIV. FS
(Being a consol of Portion 1 and the Remainder of Lot 192 Bulwer)

Regards
Nontuthuko

From: Gregg Hitichins - Button and O'Connor Inc [<mailto:gregg@bokok.co.za>]

Sent: 23 October 2013 07:33 AM
To: Nontuthuko Ndlovu; Veronica Chacha
Cc: Narine Hitichins
Subject: Fw: New Designation for the Consolidation of Portion 1 and the Remainder of Lot 192 Bulwer

Any luck with the below designation Veronica and/or Nontuthuko?

----- Original Message -----

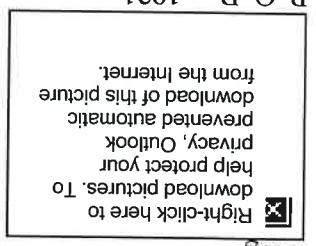
From: [Gregg Hitichins - Button and O'Connor Inc](mailto:Gregg.Hitichins-Button.and.O'Connor.Inc)
To: [Veronica Chacha : Nontuthuko Ndlovu](mailto:Veronica.Chacha:Nontuthuko.Ndlovu)
Sent: Friday, October 18, 2013 11:05 AM
Subject: New Designation for the Consolidation of Portion 1 and the Remainder of Lot 192 Bulwer

Dear Nontuthulo and/or Veronica

It would be greatly appreciated if you could please provide us with the new designation for the consolidation of Portion 1 and the Remainder of Lot 192 Bulwer.

Many thanks,

Gregg



P. O. Box 1921

Kokstad

4700

Tel: 039-7271564
Fax: 039-7271560

ANNEXURE D



Wed 18 Dec 2013

Thank You
Your transaction was successful

Payments From:
52720046508

Net Category - New Recipient

Recipient
52551036969 - FNB/NMB

Bill#
Pin 1 & Rem Eft 192

Amount Reason
R6036 30 Your payment was successful VDSMKTTHB

R6 036 30

R6036-30