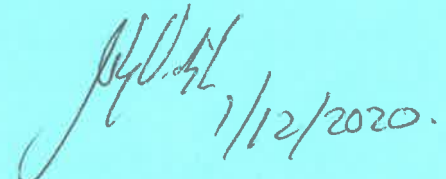


**Reference number: Erf 5875, George**

**Date: 01/12/2020**

**Enquiries: Marisa Arries**

JV TOWN PLANNER  
PO BOX 710  
**GEORGE**  
6530

  
1/12/2020  
[ianvrolijk@george.co.za](mailto:ianvrolijk@george.co.za)

**APPLICATION FOR SUBDIVISION, REMOVAL OF RESTRICTION AND DEPARTURE:  
ERF 5875, GEORGE**

Your application in the above regard refers.

The Deputy Director: Planning (Authorised Official) has, under delegated authority, W.1.33 of 29 July 2015 decided that the following applications applicable to Erf 5875, George:

1. Subdivision in terms of Section 15(2)(d) of Land Use Planning By law for George Municipality, 2015, of Erf 5875, George into:
  - a) Portion 1 ( $\pm 716\text{m}^2$ ) and;
  - b) Remainder ( $\pm 728\text{m}^2$ )
2. Removal in terms of Section 15(2)(f) of the Land Use Planning By-law for George Municipality, 2015 of restrictive title condition paragraph C.3 in title deed T38684/2009 of Erf 5875, George;
3. Departure in terms of Section 15(2)(b) of the Land Use Planning By-law for George Municipality, 2015 for the relaxation of the following building lines applicable to Erf 5875, George:
  - a) Common building line from 2.0m to 0.0m on both portions of the proposed subdivision, to allow the existing dwelling unit situated on both proposed properties;
  - b) Rear building line from 2.0m to 1.09m to legalise an existing Second dwelling;

**BE APPROVED** in terms of Section 60 of said Planning By-Law for the following reasons:

**REASONS FOR DECISION**

- (i.) The subdivision and departures applied for are to regularise an existing situation on site;
- (ii.) The proposal will not have a negative impact on the streetscape, surrounding residential character or neighbouring properties;
- (iii.) The proposed subdivision is in line with the spatial planning objectives for the area;

- (iv.) The proposal constitutes a compatible form of densification for the surrounding area;
- (v.) The restrictive condition can be removed as it is redundant and thus holds no value to retain it;

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

#### **CONDITIONS OF THE DIRECTORATE: PLANNING AND DEVELOPMENT:**

1. That in terms of Section 22(1) and 18(2) of the Land Use Planning By-law for George Municipality, 2015, the subdivision and departure shall simultaneously lapse if implemented within a period of five (5) years from the date of approval;
2. This approval shall be taken to cover only the subdivision and departures as applied for and indicated on the proposed subdivision plan with the reference (DEO5875\_Riaan & Reinette Family Trust\_rev1.pln), dated 2018/02/19 and drawn by HG Architectural Design & Draughting attached as "Annexure A", which bears Council's stamp and shall not be construed as to comply with any other Council requirements or legal provision;
3. A copy of the approved SG diagram must be submitted to the GIS department for records purposes;
4. That in terms of Section 34(1) the owner must apply to the Registrar of Deeds to make the appropriate entries in, and endorsements on, any relevant register or title deed to reflect the removal of the restrictive condition, after the publication of a notice contemplated in Section 33(7) in the Provincial Gazette.
5. As-built building plans must be submitted for approval in accordance with the National Building Regulations (NBR).
6. The Owner to rectify the position of the northern boundary wall of Erf 5875, George as it is located on Erf 5934, George. The triangle portion of Erf 5934, George needs to be landscaped with indigenous vegetation as to rehabilitate its natural state.
7. This application will be regarded as implemented on the approval of the SG diagram at the Surveyor General as well as the registration of at least one subdivided portion in terms of the Deeds Registries Act;

#### **CONDITIONS OF THE DIRECTORATE: CIVIL ENGINEERING SERVICES:**

8. Capital contributions are payable by the developer for each new equivalent erf (ee) created, as per standard tariffs for George, applicable on transfer of a portion, or the approval of building plans, or on application for a CPT, or as stipulated in a Services Agreement between the George Municipality and the Developer. The total amount payable will be determined by the Dept: CES, and will be subject to annual adjustment. Contributions payable may be adjusted should the actual water usage exceed the accepted normal daily usage based on the Guidelines for Human Settlement Planning and Design, based on a six-month average use.
9. All civil services -internal, link and relocation of or upgrades to existing - are to be designed by a registered consulting engineer in accordance with The Guidelines for Human Settlement and Design and Council specifications. All drawings and plans are to be submitted to the Dept: CES, or any other relevant authority, (hard copy and electronically) for approval prior to any construction work taking place. All work is to be carried out under the supervision of the consulting engineer who is to provide the relevant authority with a certificate of completion, and as-built plans in electronic format. All costs will be for the developer. No transfers will be approved before all the civil services have been satisfactorily installed and as-builts submitted electronically as well as the surveyors plan.
10. Any, and all, costs directly related to the development remain the developers' responsibility.
11. Each new portion created must have separate water and sewer connections.

12. Any services from the development that must be accommodated across another erf must be negotiated between the developer and the owner of the relevant erf. Any costs resulting from the accommodation of such services or the incorporation of these services into the network of another development are to be determined by the developer/owner of the other erf. (Condition 9 applicable)
13. Any service from another relevant erf must be accommodated across the development or incorporated into the services of the development. All negotiations will be between the owner/developer of the relevant erf and the developer. Costs for the accommodation of these services or the upgrade of the developments services to incorporate such services are to be determined by the developers/owners concerned. (Condition 9 applicable)
14. Any existing municipal or private service damaged during the development will be repaired at the developers cost and to the satisfaction of the George Municipality. (Condition 9 applicable)
15. Servitudes must be registered for any pipeline not positioned within the normal building lines.
16. The applicant is to comply with the National Forests Act No 84 of 1998, should it be required.
17. Provisions for the removal of solid waste is to be addressed in conjunction with the Dept: Environmental Services.
18. The developer is to adhere to the requirements of all relevant Acts, as well as all conditions stipulated by any other authority whose approval was required and obtained for this proposed development.
19. Transfers, building plan approvals and occupation certificates may be withheld if any sums of money owing to the George Municipality are not paid in full, or if any services have not been completed to the satisfaction of the Dept: CES, or any condition of any authority has not been satisfactorily complied with.
20. Developer responsible to obtain the necessary approval / way leaves from third parties which include, but not limited to the following: Telkom & Fibre optical cable.
21. Municipal water is provided for potable use only. No irrigation water will be provided.
22. A water meter must be installed by the developer prior to construction to monitor water usage during the construction phase. The Dept: Civil Engineering Services (Water section) is to be consulted by the developer, prior to installation, regarding the required specifications. Failure to complying with the water meter application process, will result in the developer being responsible for payment of penalties and/or an estimated non-metered water consumptions by this department at a rate as per applicable tariff list. In this regard, transfers, building plan approval and occupation certificates may be withheld if any sums of money owing to the George Municipality are not paid in full. The water meter is to be removed on completion of construction if so required by the Dept: CES.
23. The developer / erf owner in conjunction with the Dept: Civil Engineering Services, is to apply to the George Municipality for the installation of an individual erf water meter prior to any building work commencing on an erf.
24. Developer is to take note of an existing sewer main in the proposed development. (Condition 9 applicable)
25. The development is subject to the availability of treatment capacity of the applicable treatment plants.
26. Maintenance and/or upgrading of all private / servitude roads are the responsibility of all the owners who make use thereof.
27. The discharge of surface stormwater is to be addressed by the developer. Condition (9) applies. All costs related is for the developer.
28. A layout plan indicating the proposed storm water drainage must be submitted to the Dept: CES for approval. Condition (9) applies.

29. Internal parking requirements (ie within the development area) , position of accesses, provision for pedestrians and non-motorised transport, and other issues related to traffic must be addressed and all measures indicated on plans and drawings submitted for approval.
30. Adequate parking with a hardened surface must be provided on the premises of the proposed development.
31. No private parking will be allowed in the road reserve.
32. As only a general layout has been provided, with no dimensions indicated, the developer is to take note that all road reserve widths are to be in accordance with the Guidelines for Human Settlement Planning and Design standards. The width of road reserves is to be approved by the Dept: CES before the final layout can be approved. Minimum width of Municipal road reserve is 10m and for panhandle even access is 4m.
33. The approval of the layout of the development and accesses is subject to the George Roads Master Plan and approved by the Dept: Civil Engineering Services. A site development plan is to be submitted to the Dept: CES, or any other relevant authority for approval prior to any construction work taking place.
34. Permission for access onto municipal, provincial or national roads must be obtained from the relevant authorities.

#### **CONDITIONS OF THE DIRECTORATE: ELECTRICITY ENGINEERING SERVICES:**

35. Capital contributions are payable by the developer for each new equivalent erf (ee) created, as per standard tariffs for George, applicable on transfer of a portion, or the approval of building plans, or on application for a CPT, or as stipulated in a Services Agreement between the George Municipality and the Developer. The total amount payable will be determined by the Dept: Electro Technical Services (ETS) and will be subject to annual adjustment. Contributions payable may be adjusted should the actual electricity connection be other than a conventional 60 Amp single phase per erf.
36. All electrical services -internal, link and relocation of or upgrades to the existing network - are to be designed by a registered consulting engineer in accordance with Council specifications. All drawings and plans are to be submitted to the Dept: ETS, (hard copy and electronically) for approval prior to any construction work taking place. All work is to be carried out under the supervision of the consulting engineer who is to provide the electrical department with a certificate of completion, and as-built plans in electronic format. All costs will be for the developer. No transfers will be approved before all the electrical services have been satisfactorily installed and as-builts submitted electronically.
37. Any, and all, costs directly related to the development remain the developers' responsibility.
38. Only one electrical connection permitted per registered erf.

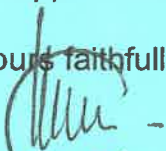
You have the right to appeal to the Appeal Authority against the decision of the Authorised Employee, in terms of Section 79(2) of the George Municipality's By-law on Municipal Land Use Planning.

- A detailed motivated appeal with reasons should be directed to and received by the Appeal Authority, P O Box 19, George on or before **22 December 2020**.
- An appeal that is not lodged within the set date or that does not comply with Section 80 of the George Municipality's By-law on Municipal Land Use Planning will be deemed invalid.

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

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

Yours faithfully



**D POWER**

**DEPUTY DIRECTOR: PLANNING AND DEVELOPMENT**

S:\SHARED TEGNIES\MARISA ARRIES\Approvals& Final Approvals\Erf 5875George(sub,ror and departure\_approval letter)jvroljik.docx

ALL WORK TO BE PERFORMED TO MUNICIPAL & NATIONAL BUILDING REGULATIONS SARS 1000

**GENERAL NOTES:**  
 1. All work to be done in accordance with the National Building Regulations and Building Standards Act, 1977 (Act No. 103 of 1977) and the National Building Regulations and Building Standards, 2000 (SARS 1000).  
 2. The contractor shall be responsible for obtaining all necessary permits and approvals from the relevant authorities.  
 3. The contractor shall ensure that all work is done in accordance with the approved drawings and specifications.  
 4. The contractor shall ensure that all work is done in a safe and sound manner.  
 5. The contractor shall ensure that all work is done in a timely manner.

**PERMITS:**  
 1. The contractor shall obtain all necessary permits and approvals from the relevant authorities.  
 2. The contractor shall ensure that all work is done in accordance with the approved drawings and specifications.  
 3. The contractor shall ensure that all work is done in a safe and sound manner.  
 4. The contractor shall ensure that all work is done in a timely manner.

**CONSTRUCTION MATERIALS:**  
 1. All construction materials shall be of good quality and shall be approved by the relevant authorities.  
 2. The contractor shall ensure that all construction materials are stored in a safe and sound manner.  
 3. The contractor shall ensure that all construction materials are used in accordance with the approved drawings and specifications.

**PROTECTION OF EXISTING STRUCTURES:**  
 1. The contractor shall ensure that all existing structures are protected during the construction process.  
 2. The contractor shall ensure that all existing structures are not damaged during the construction process.  
 3. The contractor shall ensure that all existing structures are repaired in a timely manner.

**SAFETY:**  
 1. The contractor shall ensure that all work is done in a safe and sound manner.  
 2. The contractor shall ensure that all workers are provided with the necessary safety equipment.  
 3. The contractor shall ensure that all work is done in a timely manner.

**ENVIRONMENTAL PROTECTION:**  
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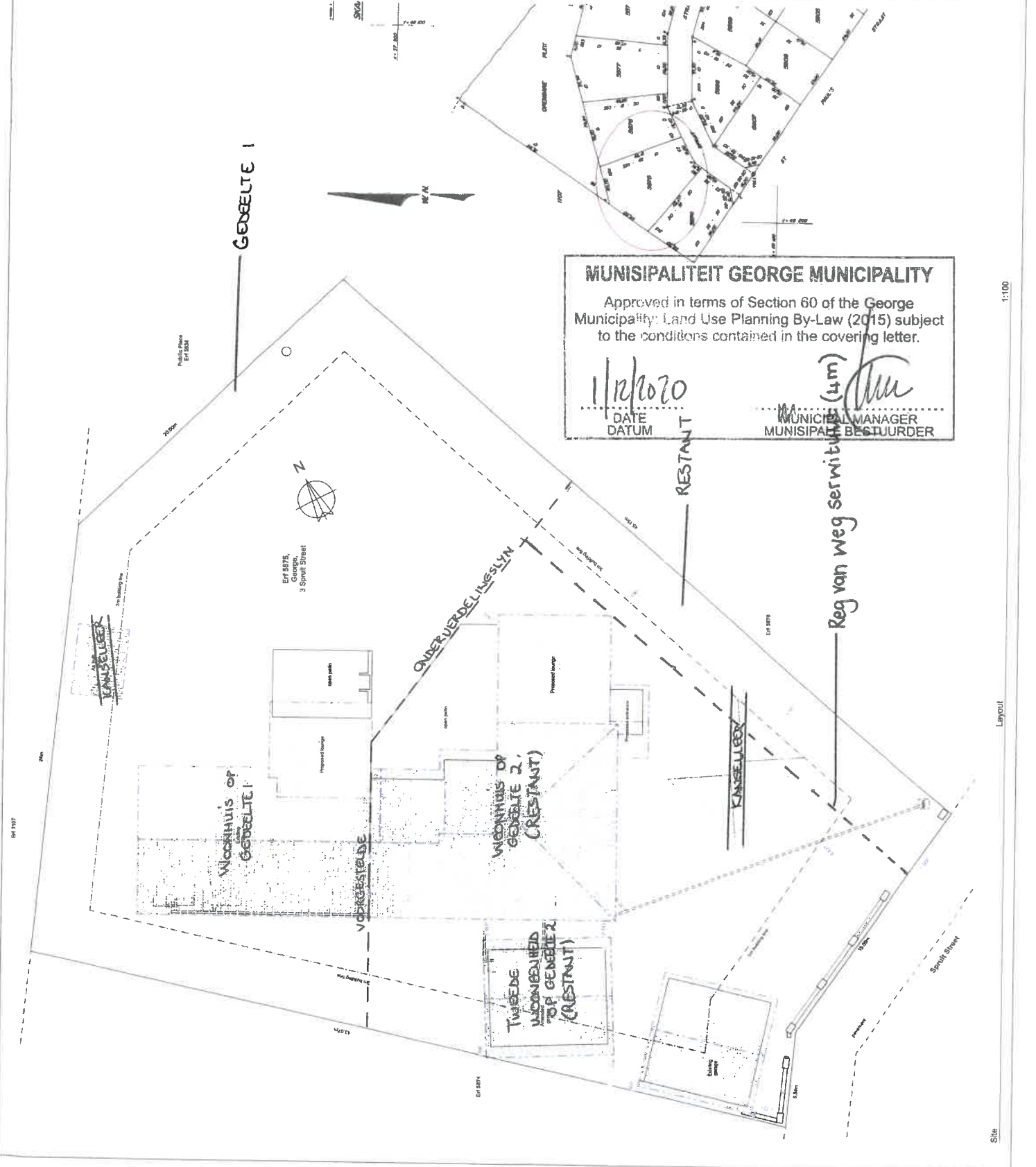
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**MUNISIPALITEIT GEORGE MUNICIPALITY**  
 Approved in terms of Section 60 of the George Municipality Land Use Planning By-Law (2015) subject to the conditions contained in the covering letter.  
 1/12/2020  
 DATE DATUM  
 MUNICIPAL MANAGER (41m)  
 MUNISIPALITIE BESTUURDER

Reg van Weg serwitute (41m)

RESTANT

Woonhuis of Gebelte 2 (RESTANT)

Tweede Woonhuis of Gebelte 2 (RESTANT)

Woonhuis of Gebelte 1

GEBELTE 1

1:100

Layout

Site



GENERAL INFORMATION		ADDRESS & SURFACE	
Project Name	1111111111	Plot No.	1111111111
Client	1111111111	Section	1111111111
Site Area	1111111111	Suburb	1111111111
Volume	1111111111	City	1111111111
Height	1111111111	Country	1111111111
Depth	1111111111	Region	1111111111
Area	1111111111	Province	1111111111
Perimeter	1111111111	Nation	1111111111
Volume	1111111111	Continent	1111111111
Height	1111111111	World	1111111111
Depth	1111111111	Universe	1111111111
Area	1111111111	Dimension	1111111111
Perimeter	1111111111	Measurement	1111111111
Volume	1111111111	Calculation	1111111111
Height	1111111111	Estimation	1111111111
Depth	1111111111	Assessment	1111111111
Area	1111111111	Analysis	1111111111
Perimeter	1111111111	Interpretation	1111111111
Volume	1111111111	Conclusion	1111111111
Height	1111111111	Recommendation	1111111111
Depth	1111111111	Final Report	1111111111
Area	1111111111	Appendix	1111111111
Perimeter	1111111111	Index	1111111111
Volume	1111111111	Table of Contents	1111111111
Height	1111111111	References	1111111111
Depth	1111111111	Notes	1111111111
Area	1111111111	Drawings	1111111111
Perimeter	1111111111	Specifications	1111111111
Volume	1111111111	Contract Documents	1111111111
Height	1111111111	Program	1111111111
Depth	1111111111	Project Management	1111111111
Area	1111111111	Quality Control	1111111111
Perimeter	1111111111	Health and Safety	1111111111
Volume	1111111111	Environmental Protection	1111111111
Height	1111111111	Community Engagement	1111111111
Depth	1111111111	Client Communication	1111111111
Area	1111111111	Project Closeout	1111111111
Perimeter	1111111111	Post-Project Evaluation	1111111111
Volume	1111111111	Archives	1111111111
Height	1111111111	Legal	1111111111
Depth	1111111111	Insurance	1111111111
Area	1111111111	Tax	1111111111
Perimeter	1111111111	Accounting	1111111111
Volume	1111111111	Human Resources	1111111111
Height	1111111111	Information Technology	1111111111
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Perimeter	1111111111	Sales	1111111111
Volume	1111111111	Customer Service	1111111111
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Depth	1111111111	Research and Development	1111111111
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Height	1111111111	Warehouse Management	1111111111
Depth	1111111111	Transportation	1111111111
Area	1111111111	Shipping	1111111111
Perimeter	1111111111	Customs	1111111111
Volume	1111111111	Tariffs	1111111111
Height	1111111111	Trade Agreements	1111111111
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