

"AL3"

REGULER DUTY	R
FOOT FEE	200.00

C.K. FRIEDLANDER SHANDLING & VOLKS

Opgestel deur my,

TRANSPORTBESORGER

H.J. FRIEDLAND

TRANSPORTAKTE
HIERDY WORD BEKENDGEMAAK

T00000798170.00

DAT MONICA SMIT

voor my, Registrateur van Afd. KAAPSTAD

verskyn het te KAAPSTAD

hy, die genoemde kompanant synde behoorlik daartoe gemaagtig deur 'n volmag aan hom verleen deur

CORDIA LUCKHOFF

Identiteitsnommer 410615 0048 08 1
ongetrou

gedateer die Sate dag van AUGUSTUS 2002, en geteken te KAAPSTAD

B

- 2 -

EN die Komparant het verklaar dat nademaal die hiernagemaakte eiendom verkoop is aan die hiernagemaakte transportnemer op 19 Julie 2002;

NOU DUS sedec en transporteer die Komparant in sy voornoemde hoedanigheid hiermee in volkome en vrye eiendoms aan en ten gunste van

FRANS JOHANNES PIENAAR
Identiteitsnommer 641008 5044 08 4
En
SUSANNA MARTHA PIENAAR
Identiteitsnommer 630522 0062 08 4
Getroud binne gemeenskap van goedere met mekaar

hul Erfgename, Ekskuteurs, Trusteas of Regverkrygendes

EEN-DERDE AANDEEL IN ERF 3451 BEEFTYSBAAI
geleë in die Munisipaliteit van Oosstrand, Afdeling Caledon,
Provinsie Wes-Kaap;

GROOT: 7046 (SEWEDUISEND SES EN VEERTIG) vierkante meter.

AANVANKLIK oorgeëre kragtens Verdelingstransportakte T.6817/1972 met Kaart L.C.Nr. 2188/67 wat daarop betrekking het en gehou kragtens Transportakte T.92605/1993

A. ONDERHEWIG aan die voorwaardes waarna verwys word in Verdelingstransportakte T.6817/1972.

B. VERDER ONDERHEWIG aan die volgende spesiale voorwaardes versaf in Transportakte T.1642/1929, opgele deur die boedel van Wyle Lillian Emma Walsh (gebore Groenewald) en nagelate eggenoot John George Walsh (nou oorlede) ten gunste van hulself en hul volgers in tite van die restant van Welgemoed gehou kragtens Transportakte T.11715/1920 (Paragraaf 1) wat soos volg lui:-

"The land hereby conveyed shall be used for private residence only....."

-3-

Weshalwe die Komparant afstand doen van alle eiendoms- en ander regte wat die gesegde transportgewer tot op hede op gemelde vaste eiendom gehad het en gevolglik ook erken dat hy daarvan boeltemaal ontleen is, en geen eiendoms- en ander regte daarop besit nie; en dat, kragtens hierdie akte, die gesegde TRANSPORTNEMERS hul Erfgename, Eksekuteurs, Trustees of Gemagtigdes lank is en voortaan op die volle eiendomsregte daarop geregtig sal wees, ooreenkomstig plaaslike gebruik, onder voorbehoud nogtans van die Regte van die Staat; en eindelik erken het dat die volle koopprijs ten bedrae van R96 400,00 behoorlik betaal of versker : hierregte bereken op die bedrag van R710 000,00 synde die billike markwaarde in terme van Artikel 5(6) gelees met 2(5).

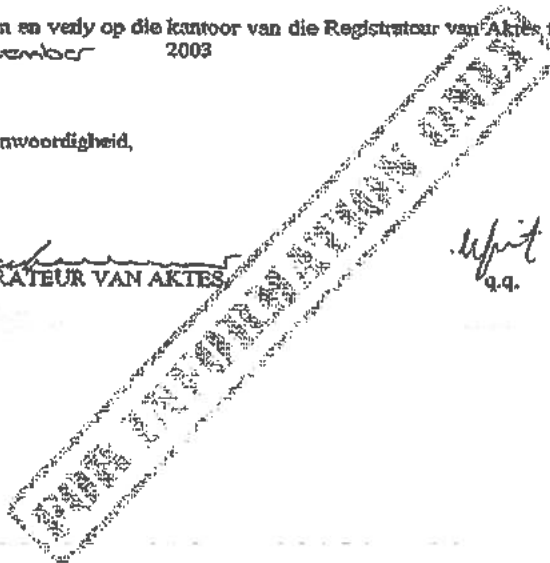
Ten bewyse waarvan ek, genoemde Registrateur van Aktes tesame met die Komparant hierdie Akte onderteken en dit met die ampseel bekragtig het.

Aldus gedoen en verly op die kantoor van die Registrateur van Aktes te KAAPSTAD
op 19 November 2003

In my teenwoordigheid,


REGISTRATEUR VAN AKTES


q.q.





AL4

AGREEMENT OF SALE MADE AT CAPE TOWN this 16th day of
September, 1925.

Between

JOHN GEORGE WALSH and JAMES DOUGLAS NASH

in their capacity as Administrators of the
Estate of the late LILIAN EMMA WALSH and
Surviving Spouse JOHN GEORGE WALSH.

(Hereinafter styled the SELLERS)

And

The Reverend JOHANNES EUDOLPH ALBERTYN, GEORGE
MULLER ALBERTYN and HENRY BAILLIEN LUCKHOFF,

(Hereinafter styled the PURCHASERS).

The SELLERS agree to sell, and the PURCHASERS to purchase from
them, certain piece of land situate at DE WITS BAY in the
DIVISION OF CALEDON, being part of the farm "WELGEMOND," in
extent about Four (4) Morgen ^{approximately} as shown in the attached Sketch
Plan, on the following terms and conditions: -

1. The purchase-price shall be the sum of FOUR HUNDRED
POUNDS (£400) STERLING which is payable in cash against transfer.
2. Transfer shall be given and taken when the SELLERS
are in a position to do so having regard to the time necessary
for Survey, preparation of diagrams and Deeds, and obtaining the
Consent of the Master of the Court to the transaction.
3. The costs of the Transfers, survey and other
documents necessary shall be paid by the PURCHASERS, who shall
also pay the costs of this Agreement.

MULLER ALBERTYN and HENRY BAILLIE LUCKHOFF.

(Hereinafter styled the PURCHASERS).

The SELLERS agree to sell, and the PURCHASERS to purchase from them, certain pieces of land situate at DE VETS BAY in the DIVISION OF CALEDON, being part of the farm "WELCENHOED," in extent about four (4) Morgen, ^{approximately} as shown in the attached Sketch Plan, on the following terms and conditions:

1. The purchase-price shall be the sum of FOUR HUNDRED POUNDS (£400) STERLING which is payable in cash against transfer.

2. Transfer shall be given and taken when the SELLERS are in a position to do so having regard to the time necessary for Survey, preparation of diagrams and Deeds, and obtaining the Consent of the Master of the Court to the transaction.

3. The costs of the Transfers, survey and other documents necessary shall be paid by the PURCHASERS, who shall also pay the costs of this Agreement.

4. The SELLERS agree to give to the PURCHASERS a

right.

JRM
RL *HL* *Gua* *HL*

right of way over the remainder of their land to the land sold in such manner as may be agreed upon between them, and the PURCHASERS agree to give the SELLERS a right of way over the land sold under this Agreement if such be required by the SELLERS.

5. The land hereby sold shall be used for private residence only, and shall at no time be sold to or occupied by any persons other than Europeans.

6. The PURCHASERS shall be allowed to make use of the water in Bush Kloof for domestic purposes against payment to the SELLERS of a sum of One Shilling (1/-) per annum. In the event however of a further subdivision and/or disposal of the remainder of the SELLERS' land all other Owners shall be entitled to share in the use, for domestic purposes, of such water as is available in the said Kloof, and the SELLERS shall have the right to point out and decide the place or places at which such water may be taken.

7. In the event of the Master of the Supreme Court refusing or neglecting to give his consent to the transfer or of any other legal obstacle arising which prevents the passing of the transfer to the PURCHASERS this Agreement shall become null and of no force or effect as between the Parties and neither party shall have any claim against the other arising out of non-fulfilment of the Agreement.

IN WITNESS WHEREOF the Parties hereto have hereunto set their hands at CAPE TOWN on the aforementioned date in the presence of the undersigned Witnesses.

WITNESSES:-

S. H. Smith
 [Signature]
 A. J. Albertson

[Signature]
 [Signature]
 J. Albertson -
 [Signature]

Ooreenkoms. 31st Jan 1930.

Annexure E 19/23/

ALS

Aangegaan deur: - en seten deur:

1. August Daniel Luckhoff,
2. Henry Bailie Luckhoff.
3. George Muller Albertz
4. Johannes Rudolph Albertz.

Gesamentlike besitten van die onverdeelde stuk grond genoem De Wets Baai, in deel van die plaas Wylgemood - groot 9 morgen vyf honderd (500) vierkant roede. ^{This must be}

^{n.b. corrected to 4000sq.}

Ons kom ooreen dat die grond op die volgende wyse tussen ons verdeel sal word, en dat ondergenoemde voorwaardes deur ons respektiewelik aangeneem word:

1. Die grond sal als volg verdeel word, in 2 dele: Die middelpunt van die lyn A.B. $\frac{1}{2}$ die kaart sal geneem word; dit is die lyn wat die grond van die plaas Wylgemood afsny aan die weste kant. Van hierdie punt sal 'n lyn lopende met 'n reghoek na die see die eiendom in twee deel. Die gedeelte aan die Noords kant sal behoort aan August Daniel Luckhoff en Johannes Rudolph Albertz, in die deel aan die suidelik kant aan Henry Bailie Luckhoff en George Muller Albertz.

3. Die noordelike helfte sal as volg tussen die twee eienaars ^(om elke kant) gedeel word: Op 'n punt sowat 40 jaart van die noordelike hoekbaken op die lyn wat vandaar loop na die see, is 'n baken gebou. Van hierdie baken, voortrent halfpad na die see is nog 'n baken gebou. Die lyn lopende oor hierdie 2 bakens na die see, sal die noordelike helfte van die grond in twee deel. Die oostelike stuk sal behoort aan J.R. Albertyn, en die westelike stuk aan A.D. Luukhoff. (Later exchanged.)

3. Die suidelike helfte sal as volg gedeel word: Op 'n punt sowat 55 jaart van die suidelike hoekbaken op die lyn wat vandaar afloop na die see, is 'n baken gebou. Tussen hierdie baken en die see is nog 'n baken gebou. Die lyn lopende oor hierdie bakens na die see, sal die suidelike helfte van die grond in twee deel. Die oostelike stuk sal behoort aan H. B. Lutz en die westelike stuk aan J. M. Albertyn.

4. Een van die 4 eienaars sal geregtig wees op die gebruik van die versuwater stroompie in die middel van die eiendom.

5. Elke eienaar sal volle toegang na sy grond oor die landom van die ander beskikbaar hê.

6. Geen een van die eienaars mag 'n delk op die gronde van sy grond aan enige iemand anders (behalwe sy eie kinders) verkoop of afstaan, sonder toe stemming van die ander eienaars.

ALG

(Ervanwel tot oorspronklike van 31 Januarie 1930).

Die ondergetekendes, eieners van Kerkhofbaai wana hiernaas die onderstaande byvoegsels tot die oorspronklike deur ons aangestaan op 31 Januarie 1930: daaraan te heg:

1. Volgens punt 7 van gemiddig oorspronklike sag gesien van die vier eieners 'n deel of die geheel van sy grond aan sig iemand anders - behalwe aan sy die kinders - afverkoop of afgesonderd toestemming van die ander besitters nie. Die is van oordeel dat hiertoe punt onveranderd moet bly, anders kan daar later ander eieners behalwe die families van die vier oorspronklike eieners. Die grond moet dan uitsluitlik bly in die besit van die vier families en hulle nakwaelinge. Dit moet gehandhaaf word.

2. Verder word ooreengekom dat elkeen van die vier hoofde een van sy kinders sal kenne en na sy dood in sy plek op te tree. Bodegige kind sal dan gehou wees, en al die bestaande bepalinge uit te voer.

3. Volgens punt 3 word die suidelike helfte van die grond tussen Henry Nellie Luckhoff en George Muller Albertyn verdeel deur 'n lyn wat loop van 'n punt vyf-en-veftig jaart van die suidelike hoekbaken. Van daardie punt loop die skeidingslyn reguit na die rots in die middel van die basi. Die kom ooreen dat die "vyf-en-veftig" jaart 554. sal verander word in "sewentig", en dat die twee eieners 704. dedelik by daardie punt 'n baken sal bou, en 'n tweede baken halfpad na die rots in die basi langs dieselfde lyn.

4. Kennis word deur ons gesien van die feit dat sedert die eerste oorspronklike, August Daniel Luckhoff en Johannes Rudolf Albertyn hulle aanspraak op die grond...

oogruil het sodat oorengemekte van die onttelike deel besit
en laasgenende die restellere.

Aldus oorengemekte en geteken op hierdie 28^{ste}
van April 1940.

signed by

A. D. Luckhoff

N.B.
This is a copy of
the one we have
in our possession
which is signed
by the owners.

J. H. Alberts

G. M. Alberts

H. B. Luckhoff

You may keep it.

N.B. That copy was never returned to me. Aunt Marie
13th May 1964.

Why the distance was lengthened in paragraph 3
from 55 - 70 yds. was because the dividing
line between Leop & Hanneke's ground then
came down just bene our house - giving us
no sea frontage at all in comparison with Hanneke's
sea frontage on 2 sides. I still think the
division very haphazard, but as long as no one
builds on the seafront in future (no block view of
houses built on higher ground) it will suffice.

I have imprinted it on my children how wrong we all were
(except Dom & Johnny) to build so near the sea & so spoil the

The one in
our possession
which is signed
by the owners.

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S. M. Albert

Annexure E 23/23

H. B. Luskhoff

You may keep it.

NB That copy was never returned to me. Aunt Marie
13th May 1964.

Why the distance was lengthened in paragraph 3
from 55 - 70 yds. was because the dividing
line between Seage & Kennies' ground then
came down just beneath our house - giving us
no sea frontage at all in comparison with Kennies'
sea frontage on 2 sides. I still think the
division very haphazard, but as long as no one
builds on the seafront in future (so block view of
houses built on higher ground) it will suffice.

I have imprinted it on my children how wrong we all were
(except Don Johnny) to build so near the sea & so spoil the

many sites possible on higher ground. The dunes must always
be left free for all & so should really not be divided between

Don J. & Seage - but the "communal" - as well as the part
immediately behind the dunes. — Aunt Marie.

**COMMENTS FROM THE ENGINEERING SERVICES DEPARTMENT FOR:
APPLICATION FOR SUBDIVISION: ERF 3451, BETTY'S BAY**

Stormwater (SW)	:	In order
Electricity	:	Escom
Sewer	:	In order
Water	:	In order
Roads and traffic	:	In order

Conditions:

1. That a Bulk Services Contribution Levy (BICL) be paid by the developer to supplement municipal services and amenities in accordance with the relevant legislation and as determined by the Council. The BICL tariff is adjusted by Council annually. The total BICL payable will be the amount as determined by the BICL Policy and tariff at the date of **actual payment**. BICL amounts quoted in any document will normally be applicable to the particular year in which the document was compiled and Council will not be bound by the quoted amounts.

1.1 Developments containing Sectional Title Units/ Commercial Buildings
(non-free standing properties – property is not to be subdivided)

The BICLs are to be paid in full **prior** to submission of the building plans. Building Plans will not be accepted unless the BICL is paid in full.

1.2 Developments with free standing properties (property that is subdivided and plots to be sold individually).

The BICLs are payable **prior** to clearance being issued by the Income Department of the Municipality.

The contribution according to the current policy (**2015/2016**) is as follows:

Water (W7A)	R 24 851.00 x 2	=	R 49 702.00
Sewerage (SEW5A)	R 19 945.00 x 2	=	R 39 890.00
Roads & SW(RDST1)	R 6 500.00 x 2	=	<u>R 13 000.00</u>
TOTAL (inclusive of VAT)		=	<u>R102 592.00</u>

Note:

1.3 The above figures are estimates

2. that the owner apply and pay for water connections, for each erf, on the prescribed application form at Overstrand Municipality's Finance Department;

3. that a conservancy tank be installed on each erf, with a suction point at the front of each erf, that is easily accessible to be serviced, at the owner's cost;
4. that provision be made for a turning circle or turning head in the road servitude in order for the refuse/sewage trucks to service the proposed erven, at the owner's cost;
5. that stormwater be allowed to discharge through the proposed erven, unobstructed.



**DENNIS HENDRIKS
SENIOR MANAGER:
ENGINEERING SERVICES**

21 April 2016
DATE