

**PORTFOLIO COMMITTEE :**

**PLANNING & DEVELOPMENT**

**Chairperson :**

**Ald E Gillion**

**Committee Members :**

**Ald K Brice, Cllrs C Resandt,  
M Sihlahla and R Dees**

# PLANNING & DEVELOPMENT PORTFOLIO COMMITTEE

19 May 2026

## I N D E X

ITEM  
NO

PAGE  
NUMBER

OPENING AND WELCOME

APPLICATIONS FOR LEAVE OF ABSENCE

STATEMENTS AND COMMUNICATIONS BROUGHT FORWARD BY THE  
CHAIRPERSON

- |    |  |    |
|----|--|----|
| 1. | ROOIELS CONSERVANCY – APPLICATION FOR THE EXPANSION OF THE<br>ROOI-ELS NATURE RESERVE  | 1  |
| 2. | TOWN & SPATIAL PLANNING REPORT WITH REGARD TO APPLICATIONS<br>CONSIDERED IN TERMS OF DELEGATED AUTHORITY: MARCH - APRIL<br>2026. | 42 |

**AGENDA of the  
Portfolio Committee : Planning & Development  
19 May 2026  
(Also the agenda for the Mayoral Committee Meeting : 26 May 2026)**

---

**1.  
ROOIELS CONSERVANCY – APPLICATION FOR THE EXPANSION OF THE ROOIELS NATURE RESERVE**

**A Le Roux  
5 March 2025**

**Divisional Manager: Property Management**

**(028) 316 5623**

---

**1. Executive Summary**

To consider the application received from the Rooiels Conservancy (“REC”) to:

- (a) Approve in principle that they may commence with the process of expanding the proclaimed Rooi-Els Nature reserve to include various properties in Rooi-Els.
- (b) Enter into a co-management agreement with the Municipality insofar the process and subsequent management of the properties included in the proposed expansion.

See extract of the General plan for Erf 323 Rooi-Els indicating the affected properties attached marked Annexure A as well as the initial proposed Protected Area Management and Co-Management Agreement attached marked Annexure B.

**2. Service Delivery and Budget Implementation Plan - IGNITE**

Planning and Development  
Property Management & Environmental Management and Conservation

**3. Compliance with Strategic Priorities**

Provision of democratic, accountable and ethical governance  
Creation and maintenance of a safe and healthy environment  
Promotion of tourism, economic and social development

**4. Delegated Authority**

None

**5. Legal Requirements**

Constitution of the Republic of South Africa  
Municipal Management Finance Management Act  
National Environmental Management Act, 1998  
National Biodiversity Act, 2023.  
Overstrand Municipality Amendment By-Law on Municipal Land Use Planning, 2020.

**AGENDA of the  
Portfolio Committee : Planning & Development  
19 May 2026  
(Also the agenda for the Mayoral Committee Meeting : 26 May 2026)**

---

National Environmental Protected Areas Act, 2003  
National Environmental Management Biodiversity Act.  
National Water Act.

## **6. Background/Discussion/Evaluation/Conclusion**

### **Background**

The Rooiels Nature Reserve (RENr) was proclaimed by Cape Provincial Notice P.K.154/1984 and is situated on Erve 211 and Erf 212 Rooi-Els. On 5 September 1985 the Caledon Divisional Council approved for the RENr its founding documents, consisting of a By-law for the Advisory Council and a General By-law. The founding documents are untraceable and need to be replaced.

The Rooiels Conservancy (REC) was formed on 15 November 2003 and was registered with Cape Nature Conservation on 4 March 2004. The founding documentation consists of a constitution and management plan, known as the "Rooiels Vision". The executive committee of the REC assumed the functions of the Advisory Council of the RENr and approved a Management Plan for the RENr. In terms of the National Environmental Management: Protected Areas Act, 2003 (NEM:PAA), supervision over the RENr, as a Local Protected Area, devolved onto the Overstrand Municipality.

REC wishes to expand the RENr by including the following properties and then to sign a co-management agreement (see draft attached marked Annexure B) with the Municipality with regards to the management of these properties as a nature reserve.

- Erf 1 Rooi-Els
- Erf 199 Rooi-Els
- Erf 320 Rooi-Els
- Erf 321 Rooi-Els
- Erf 323 Rooi-Els
- Erf 326 Rooi-Els
- Unregistered Erf 343 Rooi-Els
- Unregistered Erf 368 Rooi-Els
- Unregistered Erf 370 Rooi-Els
- Unregistered Erf 371 Rooi-Els

REC requests further that the Municipality takes ownership of those properties not registered in the name of Overstrand Municipality in order for the application to be made to extend the RENr.

Their motivation is as follows (as indicated in the whole 21-page document is available on request):

**AGENDA of the  
Portfolio Committee : Planning & Development  
19 May 2026  
(Also the agenda for the Mayoral Committee Meeting : 26 May 2026)**

---

*“The RENR is an important component in the embodiment of the Rooiels Vision. It would comprise specific areas where fynbos can flourish, free of invasive plants, and local fauna can be accommodated. The residents and visitors will be able to observe and enjoy this indigenous fauna, flora and sea life.*

*It will be recommended that the RENR forms part of the proposed biosphere reserve and that it should serve as part of the buffer zone.*

*The RENR can form part of the so-called “stepping stone” concept which connects the Kogelberg with the sea.*

*A specific ecosystem is present in the RENR in which sea, people, flora and fauna are present. The concept of a reserve fits in with the Vision for Rooiels which sees the conservation of fynbos as one of the greatest attractions of Rooiels.”*

The above motivation was supplemented in October 2024 with the following letter received from the REC (extract from letter):

**“1. APPLICATION**

*Application is made for the approval in principle for the extension of the existing Rooiels Nature Reserve (RENR) to include the rest of the coastal belt and the Kopje in the Rooiels township.*

*The application also addresses the issue of financial costs.*

*Approval in principle will enable the OM process to be continued in conjunction with CapeNature.*

**2. CURRENT STATUS AND EXTENT OF THE PROPOSED EXTENSION**

*The Overstrand Municipality (OM) IDP 2024/2025 Final 31st May 2024 notes on page 45 under Ward 10: “Protection of the Environment: RENR The areas around the coast, at the Kopje and on the Rooiels River estuary (all currently zoned for nature) to be officially proclaimed as protected nature reserve and included as an extension of the Rooiels Nature Reserve”.*

**2.1. ERVEN IN THE PROPOSED EXTENSION**

<b>ERF</b>	<b>ZONING</b>	<b>OWNERSHIP</b>
Erf 1	Open Space Zone 1: Nature Reserve	Republic of South Africa
Erf 321	Open Space Zone 1: Nature Reserve	Hangklip Beach Prop CC
Erf 326	Open Space Zone 1: Nature Reserve	Owned by Division of Caledon (currently

**AGENDA of the  
Portfolio Committee : Planning & Development  
19 May 2026  
(Also the agenda for the Mayoral Committee Meeting : 26 May 2026)**

---

		Overberg District Municipality)
Erf 199	Open Space Zone 1: Nature Reserve	Hangklip Beach Prop CC
Erf 320	Open Space Zone 1: Nature Reserve	Hangklip Beach Prop CC
Erf 323 (includes erven 343, 368, 370 and 371)	Transport Zone 2: Road and Parking	Hangklip Beach Prop CC

## 2.2. OWNERSHIP OF ERVEN IN THE PROCLAIMED RENR

Erven 211 and 212, 343 and a portion of 320 currently constitute the RENR as proclaimed and registered in the national [Protected Areas Register](#). However, erven 212, 343 and 320 are currently owned by Hangklip Beach Prop CC.

## 3. PILOT PROJECT

*This application is also proposed as a pilot project for other townships in the Overstrand area, framed in standard procedures and documentation, that can be adapted with reduced cost of time and money by the other towns in the Overstrand area, in order to enhance the conservation of their zoned nature reserves beyond the current standard nature reserve zoning description per the Overstrand Municipality Land Use Scheme, 2020.*

## 4. WESTERN CAPE GOVERNMENT GUIDANCE

- 1.1 *Expansion of the RENR will fit in with the Western Cape Government's express aims of furthering of protected areas, but in our township.*
- 1.2 *Expansion is supported by the latest Western Cape Provincial Coastal Management Programme 2022- 2027, specifically with Overberg district as one of three described targets of the programme. Rooiels' coastal strip falls within the Coastal Protection Zone as defined in the National Environmental Management: Integrated Coastal Management Act 24 of 2008.*
- 1.3 *South Africa is a signatory to the Convention on Biological Diversity and by implication, the Western Cape is thus committed to the 2030 Global Target Number 3 ("30x30 Target") that "at least 30 per cent of terrestrial, inland water, and of coastal and marine areas, especially areas of particular importance for biodiversity and ecosystem functions and services, are effectively conserved and managed". Currently in the Western Cape, only 16% of the area is protected. Extension of RENR contributes to this target.*

**AGENDA of the  
Portfolio Committee : Planning & Development  
19 May 2026  
(Also the agenda for the Mayoral Committee Meeting : 26 May 2026)**

---

1.4 *The extension, if approved, will be supported by the CapeNature Conservation Stewardship Programme, and will be approved and registered by the Western Cape Government in terms of National Environmental Management: Protected Areas Act 57 of 2003.*

## 5. COSTS

- 5.1 *Except for the cost of advertising the eventual application in the Government Gazette, all other costs relating to the application and its completion will be borne by the Rooiels community organisations.*
- 5.2 *Rooiels has the resources to prepare all documentation for submission to the OM environmental and other departments, and CapeNature.*
- 5.3 *The aim is to retain the Rooiels coastal belt in its present practically pristine condition. The Rooiels community already maintains the coastal belt through its community organisations. Consequently, no more, if any, costs are foreseen for the OM other than may occur under the present zoning.”*

## Discussion/Evaluation

### A: THE APPLICATION TO EXPAND THE ROOI-ELS NATURE RESERVE

#### Properties:

- Erf 1: Owned by the Republic of South Africa. To obtain ownership of this property, the Municipality will have to submit a thorough motivation with a confirmation that the municipality will pay the costs of the transfer, as well as a market related purchase price, and has budgeted sufficient for the maintenance and upkeep of the property. The best would be for them to transfer to the Provincial Department of Transport and Public Works to be managed by CapeNature.
- Erven 211 and 326: Owned by Division of Caledon (currently Overberg District Municipality). As a caveat was already registered against these properties with regards to ownership, a request was sent to Overberg District Municipality to obtain their approval to transfer the properties to Overstrand Municipality. No final answer was received.
- Erven 199, 212, 320 and 321 are all subdivisions (general plan) of Erf 323 Rooi-Els. These properties were transferred to the Municipality under Erf 323 in October 2024.
- Erven 343, 368, 370 and 371 are all unregistered erven which represent closed roads. These properties were transferred to the Municipality under Erf 323 in October 2024.

**AGENDA of the  
Portfolio Committee : Planning & Development  
19 May 2026  
(Also the agenda for the Mayoral Committee Meeting : 26 May 2026)**

---

According to GIS, the zoning of the individual properties is:

- Erf 1: Open Space Zone 1: Nature Reserve
- Erf 199: Open Space Zone 1: Nature Reserve (on general plan a public place)
- Erf 320: Open Space Zone 1: Nature Reserve (on general plan a public place)
- Erf 321: Open Space Zone 1: Nature Reserve (on general plan a public place)
- Erf 323: (includes erven 343, 368, 370 and 371): Transport Zone 2: Road and Parking
- Erf 326: Open Space Zone 1: Nature Reserve

The zoning of Erf 323 cannot be “corrected” as the majority of this remainder represents public road. If the intention is to rezone the four unregistered erven (343, 368, 370 and 371) to Open Space Zone 1: Nature Reserve, these properties will first have to be registered in the Deeds Office, provided that the subdivisions are still valid. There will be considerable costs involved to register and rezone the properties. Although the majority of the properties are zone Open Space Zone 1: Nature Reserve, the properties are not proclaimed nature reserves. Proclaimed nature reserves have additional requirements and legislation applicable.

Proclamation of Nature Reserve – process/effect:

If the Municipality plans to extend or amend the boundaries of the reserve, the MEC may, in terms of Section 23 of the NEM: PAA, declare an area, as specified in a notice published in the Government Gazette, to be part of the existing nature reserve. Upon approval from the Municipal Council for the extension of the RENR, the Overstrand Municipality will have to apply for the declaration of the full extent of the RENR and consolidation as a Protected Area in terms of the NEM: PAA, and for the registration of the full extent of the RENR in the National Register of Protected Areas.

The Management Authority’s responsibility to formulate a management plan is enshrined in NEM: PAA (2003): 39) Preparation of a Management Plan. The function of a management plan is described in NEM: PAA Section 41. Management Plans.

Management plans may include subsidiary plans, and the Minister or MEC may approve the management plan or any subsidiary plan in whole or part. The Standard Indicators of a Protected Area Management Plan are set out in NEM: PAA Norms and Standards for the Management of Protected Areas in South Africa.

**AGENDA of the  
Portfolio Committee : Planning & Development  
19 May 2026  
(Also the agenda for the Mayoral Committee Meeting : 26 May 2026)**

---

As per the NEM: PAA Norms and Standards for the Management of Protected Areas in South Africa (Section 11.1. (c)(i) and (ii)) the standard indicator of an approved and implemented management plan is an annual work plan of operations implementing the management plan in place; and there is a detailed work plan identifying specific targets for achieving management objectives linked to the management plan.

The above have considerable financial implications, both during the process as well as after the process in managing the areas. Although the intend of the REC is to enter into a co-management agreement, the latter is restricted to three financial years as the Municipality will at all times still have financial responsibilities towards the maintenance of the properties.

**B: THE PROPOSED CO-MANAGEMENT AGREEMENT**

A copy of the latest proposed Co-Management Agreement is attached hereto marked Annexure B. However, the terms and conditions of a co-management agreement can only be finalised if Council is in support of the REC's request to start the said process.

The draft Co-Management Agreement as provided is not supported and can not be recommended to be approved. The following clauses were, in the interim, highlighted as concerns (comments thereon included), and the REC was informed of same by means of an email and discussed at a meeting.

- *A.3 The Landowner wishes to expand the existing Protected Area Nature Reserve to include the Properties.*

This is not project driven by the Municipality; thus it cannot be agreed that the Municipality "wishes to".

- *D. The MEC has entered into an agreement with the Landowner in terms of which the Properties is to be declared a Nature Reserve and the management of portion of the Properties has been assigned to the OVERSTRAND MUNICIPALITY as Management Authority.*

The Municipality has no knowledge of such an agreement.

- *E. The parties wish to formalize the management of the Properties to ensure the conservation of the biodiversity located on it for a period of 9 years (renewable for successive periods of 9 years at the option of the Landowner) and the Landowner contracts its Properties for this purpose.*

The Municipality cannot approve an open-ended agreement. This might have to go through a public participation process. Additional to this

**AGENDA of the  
Portfolio Committee : Planning & Development  
19 May 2026  
(Also the agenda for the Mayoral Committee Meeting : 26 May 2026)**

---

comment, if an agreement places financial obligations on the municipality beyond a period of 3 financial years, Section 33 of the MFMA is applicable.

- *F. The parties wish to record the terms of this Agreement against the title deeds of the Properties to ensure that they are binding on subsequent owners of the Properties and/or any person that may acquire a future right in respect of the Properties.*

It is not the intention of the Municipality to register this agreement against the title deeds of all the mentioned properties.

- *Erf 1, which is part of the target area, is owned by central government. Every effort will be made to acquire ownership by the Landowner to ensure protection of the pristine estuary.*

The Municipality has no intention at this stage to apply and take ownership of the property as it will have financial implications for the Municipality.

- *3.3.1 Except for the maintenance of the existing footpaths (by means of natural materials only) and the maintenance of the existing public toilets, benches and notice boards, and any essential, but limited, additional notice boards, there shall be no further permanent built structures or fences in the Conserved Area.*

This is an unfair restriction the REC wants to place on the Municipality. Development is allowed in Nature Reserves provided that the correct processes are followed.

- *3.3.2 Notwithstanding Clause 3.3.1. an essential, limited permanent structure may be approved for conservation purposes, subject to environmental authorization in terms of Regulation 44 (i) to the NATIONAL ENVIRONMENTAL MANAGEMENT: PROTECTED AREAS ACT, 2003 (ACT NO. 57 OF 2003).*

This is an unfair restriction the REC wants to place on the Municipality. Development is allowed in Nature Reserves provided that the correct processes are followed.

- *3.4. Consent uses in terms of the Land Use Planning Act, 2015, or any zoning scheme shall not be approved for the Conserved Area.*

The Municipality cannot agree to this. All applications go through a regulated process which includes a public participation process.

**AGENDA of the  
Portfolio Committee : Planning & Development  
19 May 2026  
(Also the agenda for the Mayoral Committee Meeting : 26 May 2026)**

---

- *3.5. In order to protect and maintain the street reserves adjacent to the Conserved Area, which serve as green linkages between the mountains and the coastline, and which contribute to the character of Rooiels, the following natural features will be maintained:*

The Municipality cannot agree to this. The creation of fire breaks is regulated by legislation.

- *3.5.1 Streets and roads adjacent to the Conserved Area will not be widened and will be brick-paved where necessary.*

The Municipality cannot agree to this.

- *3.5.4 In order to maintain the existing seedbeds in the road reserves adjacent to the Conserved Area, and also to prevent illegal parking or widening of roads, the road reserves will not be burned or clearcut.*

The Municipality cannot agree to this. See comment above. This said, who will monitor the illegal parking?

- *3.6.1 The Landowner and Conservancy shall, within 12 months of its assignment, submit a Management Plan for the Conserved Area to the MEC for approval, which Management Plan is to be prepared in consultation with the Board, municipalities, other organs of state, local communities and other affected parties which have an interest in the area and must take into account any applicable aspects of the integrated development plan of the municipality in which the Conserved Area is situated.*

If this is approved, the management plan must be done by the REC in consultation with the Municipality as at the end, irrespective of any agreement, the Municipality as landowner will always be liable.

- *5.2.1 The Landowner and Conservancy shall not construct, erect or upgrade, or allow the construction, erection or upgrading, of any buildings, roads or structures in the Conserved Area, except as expressly provided for in the Management Plan (and subject to any regulations published by the MEC in terms of section 87) to further the conservation of biodiversity in the Conserved Area.*

Development is allowed in Nature Reserves provided that the necessary approvals are obtained. This will be an unfair restriction.

- *5.5.1 The Landowner and Conservancy shall not permit or consent to any prospecting, exploration, or mining in the Conserved Area.*

**AGENDA of the  
Portfolio Committee : Planning & Development  
19 May 2026  
(Also the agenda for the Mayoral Committee Meeting : 26 May 2026)**

---

Mining rights/permits are not issued by the Municipality and therefore the latter has no control over this. The best the Municipality can do is require at land use planning approval. Thus, the Municipality cannot agree to this.

- *5.5.2 The Landowner and Conservancy shall not permit or consent to the placement of any transmission lines, telecommunication lines, cellular towers or public works in the Conserved Area.*

The Municipality cannot agree to this as it has limited authority where it comes to telecommunication infrastructure.

- *5.5.3 The Landowner and Conservancy shall not subdivide, or permit the subdivision of, the Conserved Area.*

The Municipality cannot agree to this. The outcome of a land use planning application is determined by the public participation process. This is an unfair restriction.

- *5.5.4 The Landowner and Conservancy shall not operate, or permit the operation of, any trade, industry or business in the Conserved Area.*

The Municipality cannot agree to this. Certain activities can be allowed within a Nature reserve, subject to the correct processes being followed.

- *7.4.1 The Board will not be liable for rates due on commercial or other infrastructure, developments or improvements unless by agreement herein.*

But the REC wants to restrict development. The exemption from paying can only be approved by Council.

- *7.4.2 The Board shall notify the Landowner of the Landowner's eligibility for exemption from any other levies, duties or taxes which may be pursuant to this agreement.*

There must be clarity as to what the Municipality must be exempted from.

- *7.5 Conservation Costs: The Conservancy shall pay all reasonable costs associated with the establishment of the Conserved Area. The costs of the implementation of the Management Plan for the duration of this agreement will be shared between the Conservancy and the Landowner, which costs may include the following, as detailed in the Management Plan:*

**AGENDA of the  
Portfolio Committee : Planning & Development  
19 May 2026  
(Also the agenda for the Mayoral Committee Meeting : 26 May 2026)**

---

But the REC wants to limit the use of the properties. This will in most instances require a section 33 MFMA process as it will have budgetary implications beyond three financial years. Who is going to pay for the public participation process?

- *8.1 Where it is not already so zoned, the Landowner agrees to rezone the Conserved Area to Open Space Zone1: Nature Reserve in terms of the Land Use Planning Act, 2015, or applicable zoning scheme regulations.*

This will follow a prescribed process; thus the Municipality cannot consent at this stage.

- *8.2 The Landowner shall take all measures necessary to attend to this rezoning within six months of this Agreement coming into effect.*

Why will the Municipality commit to this? It is the REC who wants the properties to be rezoned. Six months is also not a realistic time frame.

- *8.4 All costs associated with the rezoning shall be borne by the Landowner.*

Why will the municipality pay for this if it is in fact the REC who wants the properties to be rezoned? The REC did indicate at a later stage that they will consider paying for this. However, the proclamation in the Government Gazette can be up to R90,000.00 which the Municipality is not willing to pay.

- *9.1 The parties agree that the terms of this Agreement will be binding on the Landowner's successors in title and the Landowner agrees to record the terms of the Agreement in a Notarial Deed to be registered against the title deeds of the properties in order to ensure that this area is conserved for ninety-nine years.*

The Municipality cannot agree to this. Why would it restrict the use of the properties and then also bind the properties for 99 years?

- *9.4 The Landowner shall take all necessary measures and sign all necessary documentation relating to the Notarial Deed when requested by the Board to do so.*

The Municipality cannot agree to this. Why will it bear the costs as it is the REC who wants this? This will be considerable costs.

**AGENDA of the  
Portfolio Committee : Planning & Development  
19 May 2026  
(Also the agenda for the Mayoral Committee Meeting : 26 May 2026)**

---

- *9.5 The Landowner will likewise ensure that an appropriate recording in a notarial deed be registered against the title deeds of the properties constituting the existing Protected Area Nature Reserve as in A.2*

The Municipality cannot agree to this. Why will it bear the costs as it is the REC who wants this? This will be considerable costs.

- *9.6 Any costs incurred in giving effect to this clause shall be borne by the Landowner.*

The Municipality cannot agree to this. Why will it bear the costs as it is the REC who wants this? This will be considerable costs.

- *12 RECOVERY OF EXPENDITURE ON TERMINATION: In the event that this Agreement is terminated at the instance of the Board in terms of clause 8, the Landowner shall reimburse the Board for any expenditure reasonably incurred by it in giving effect to the terms of this Agreement.*

The Municipality cannot agree to this. This expense will have to budgeted for.

- *13. RIGHT OF FIRST REFUSAL: In the event that the Landowner wishes to sell the property, or a portion/s of it, during the duration of this Agreement, the Landowner undertakes to offer the said property, or any portion/s of it, to the Board on the same terms and conditions as offered to/by any third party and shall grant the Board a period of 60 (sixty) days within which to consider the offer and exercise its right of first refusal.*

The Municipality cannot agree to this. It is not permitted in terms of legislation.

The main concern with this proposed agreement is the fact that an entity wants to restrict the use of municipal properties which is to be enjoyed by the public, where applicable, and in effect, have full control over the properties and decisions regarding the properties. This includes registering restrictions against the title deeds of the respective properties which is a permanent right until cancelled by mutual agreement.

## **Conclusion**

Considering the above discussion, it is recommended that:

- (a) that the request of the Rooiels Conservancy to obtain in principle approval to commence with a process of declaring municipal owned properties as a

**AGENDA of the  
Portfolio Committee : Planning & Development  
19 May 2026  
(Also the agenda for the Mayoral Committee Meeting : 26 May 2026)**

---

nature reserve, thus expanding the current Rooi-Els Nature Reserve, not be supported;

- (b) that the request to enter into a co-management agreement with the Rooiels Conservancy with regards to the relevant municipal owned properties, not be approved; and
- (c) that the request that the Municipality applies to the National Department of Public Works for the transfer/sale of Erf 1 Rooi-Els not be approved.

## 7. Financial Implications

### Source of Funding: Operating Budget Provisions

Reserves and Open Space 1 areas are not funded or managed under a unique or single budget. The various management objectives and activities are funded out of various different BKeys. I will identify these as in the table below, considering that all conservation worthy areas, Overstrand Wide are funded from these BKeys and it includes management and maintenance activities.

<b>Environmental Management &amp; Conservation Division Budget Summary</b>				
Description	Unique Key Code (BKEY)	Cost-Code	Amended Budget MYR 2024/25	(Current Year) Original Budget 2025/26
Assets less than the Capitalisation Thres	20240627098300	18840221550000	R 45 000,00	R 45 000,00
Chipping	20240627095733	18840201260000	R 25 000,00	R 65 000,00
Fire Services	20240627095792	18840201370000	R 950 000,00	R 1 100 000,00
Forestry	20240627096076	18840201730000	R 2 200 000,00	R 2 000 000,00
Hire Charges	20240627098918	18840223080000	R 256 746,00	R 120 000,00
Maintenance of Buildings and Facilities	20240627095887	18840201450000	R 310 000,00	R 410 000,00
Maintenance of Unspecified Assets	20240627096013	18840201470000	R 1 700 000,00	R 1 400 000,00
Materials and Supplies	20240627098191	18840220210000	R 720 000,00	R 350 000,00
Pest Control and Fumigation	20240627096039	18840201510000	R 300 000,00	R 300 000,00
Signage	20240627098755	18840222560000	R 60 000,00	R 60 000,00
Standard Rated - Consumable Stores	20240627097944	18840220180000	R 175 000,00	R 90 000,00
Uniform and Protective Clothing	20240627098889	18840222980000	R 340 000,00	R 200 000,00

Unique Key	: As per table
Cost Account	: As per table
Item Description	: As per table
Budget Provision 2025/2026	: R6,140,000.00
Spent to Date/Committed	: R5,864,029.00
Balance Available	: R 275,970.87
Funds Required *This report)	: R1,500,000.00

**AGENDA of the  
Portfolio Committee : Planning & Development  
19 May 2026  
(Also the agenda for the Mayoral Committee Meeting : 26 May 2026)**

---

The above does not include any costs associated with the possible acquisition of Erf 1 Rooi-Els and the costs associated with the rezoning of Erf 323 Rooi-Els, which is not possible as the remainder is predominantly public road.

## **8. Staff Implications**

The Municipality will have at the least the following staff implications:

- Appointment of a Field Ranger Level T7
- Additional vehicle, PPE, fuel and other staff costs.
- Additional responsibilities and functions to the Division Manager, regarding the appointment of consultants to develop a PAMP, implementation of the PAMP and to acquire funds to manage the requirements of the PAMP.
- Additional responsibilities to the Senior Field Ranger and Principal Conservation Practitioner that needs to manage an additional Field ranger and additional requirements of the PAMP.

## **9. Comments from other Departments, Divisions and Administrations**

### **Senior Town Planner – Ms H van der Stoep**

*Not supported. The reasons being:*

- *The Zoning of Nature Reserve is sufficient to safeguard the properties.*
- *The proposed agreement will restrict the widening of roads and or services required for the functioning of the town.*
- *The Agreement will restrict the Municipality to execute its duties as mandated by the Constitution in terms of the safety of the town itself, service provision such as communication infrastructure.*
- *Cost implications of shared responsibility in terms rezonings, six months' time frame for rezonings and execution of a proposed management plan.*
- *Financial and administrative implications on the Municipality as stipulated in the proposed co-management agreement.*
- *To reiterate, Rooi Els is not a gated community. The proposed agreement has various stipulations that the landowner has to financial and administrative obligations subject to the Organization (RENr) idea of conservation. It binds private owners, which it is unclear whether they have agreed to this agreement on executing their primary and or consent land use rights as per the applicable planning legislation. The proposed agreement will bind the Municipality to allocate funds to comply with the relevant provisos and thus neglecting the other towns and their nature reserves. This agreement will give full control to the RENr to decide who and what can happen in the town and green spaces, thus restricting and control access the wider public to have access to these spaces and not only the present inhabitants.*

**AGENDA of the  
Portfolio Committee : Planning & Development  
19 May 2026  
(Also the agenda for the Mayoral Committee Meeting : 26 May 2026)**

---

**Divisional Manager: Environmental Management and Conservation – Ms L de Villiers**

*The application received is for a proposed Co-Management between the Rooiels Conservancy and the Overstrand Municipality for the management of various Open Space 1 Nature Reserve Zoned properties in Rooiels.*

*Regarding the proposed Co-Management Agreement (CMA), the EMC has the following comments:*

- a) *“A1. The landowner is the registered owner of .... And A.3. The Landowner wishes to expand the existing Protected Area Nature Reserve to include the Properties.”*

*The table below indicates properties not registered to the Overstrand Municipality. A total of approximately 18 840.7m<sup>2</sup> is proposed by the applicant to be included in the National Protected Area Register under the National Environmental Management: Protected Areas Act (2003) declared Rooiels Nature Reserve.*

<i>ERF NUMBER</i>	<i>PROPERTY OWNER (as per Overstrand GIS)</i>	<i>ZONING</i>	<i>ERF SIZE (m2)</i>
1	<i>National Department of Public Works C0130019-00000001-00000</i>	<i>Open Space Zone 1: Nature Reserve</i>	9480.0
368	<i>No owner information on GIS C0130019000003680000 0 No SG diagramme available.</i>	<i>Open Space Zone 1: Nature Reserve</i>	2778.4
370	<i>No owner information on GIS C0130019000003230000 0 No SG diagramme available.</i>	<i>Open Space Zone 1: Nature Reserve (Coastal Reserve)</i>	910
371	<i>No information available on GIS No SG diagramme available.</i>	<i>Open Space Zone 1: Nature Reserve</i>	5,672.3
			<u>18 840.7</u>

*The Overstrand Municipality is currently under restructuring and in this process, the Environmental Management Division (EMC) has lost at a Senior*

**AGENDA of the  
Portfolio Committee : Planning & Development  
19 May 2026  
(Also the agenda for the Mayoral Committee Meeting : 26 May 2026)**

---

*Management position on the departmental organogram. This post has completely been abolished and has not since been replaced. This strain on the division has already led to processes taking longer to be finalised and documents to fall behind. This item to Council being one such an example which has taken one and a half years to finalise. Staff shortages and reductions in budget result in the EMC being unable to expand the department's areas of responsibility that require management, and **the budget associated with** management of Open Space 1 Nature Reserves. The EMC therefore does not at this stage support the inclusion of the tabled even into the Rooiels Nature Reserve.*

- b) *"A.3. D. The MEC has entered into an agreement with the Landowner in terms of which the Properties is to be declared a Nature Reserve and the management of portion of the Properties has been assigned to the OVERSTRAND MUNICIPALITY as Management Authority"*

**EMC Comment:** *We are not aware of such and agreement, please provide the aforementioned agreement.*

- c) *"The Conserved Area shall be co-managed with the MANAGEMENT AUTHORITY by the properly elected executive committee of the CONSERVANCY.  
2.2 In the event that the Conservancy, in the discretion of the MANAGEMENT AUTHORITY, does not manage the Conserved Area according to this management and co-management agreement and the management plan in terms of this agreement, then an advisory committee may be appointed by the MANAGEMENT AUTHORITY in terms of the "Regulations for the Proper Administration of Nature Reserves", until such a time as a new executive of the Conservancy has been properly elected"*

*The National Environmental Management Protected Areas Act (NEMPAA), 2003 Regulations for the Proper Administration of Nature Reserves (2012) Chapter 3. Establishment of Advisory Committees for Nature Reserves, regulates the management of a NEMPAA declared Nature Reserve. In order to be aligned with the aforementioned legislation an Advisory Committee must be established.*

- c) **3) Terms and Objectives**

*These terms and objectives do not indicate what the CMA will entail with regard to which party will be responsible for which management aspects of the reserve.*

**Colony of seals.**

- *How will human "intrusion" be reduced?*
- *Note that the Overstrand Municipal boundary extends only up to the High-Water Mark.*

**AGENDA of the  
Portfolio Committee : Planning & Development  
19 May 2026  
(Also the agenda for the Mayoral Committee Meeting : 26 May 2026)**

---

***This is the only known area where the Cape Rockjumper occurs at sea level.***

- *What is the proposed management requirement?*

***The natural dune system in part of the area needs proactive conservation.***

- *Which party will be responsible for which aspects of dune management?*
- *A Maintenance Management Plan needs to be drafted to enact dune management.*
- *This MMP needs to be submitted to DEADP for approval and needs to run a comprehensive Public Participation Process. Who will fund this process?*
- *Which party will fund the implementation outcomes of the MMP?*

***Some parts of the target area adjoin private erven and the expansion by some owners of their private living space into the target area will need to be curtailed.***

- *A CMA is not required for illegal encroachment onto municipal property.*

***Pedestrian access will have to be reviewed with a view to balancing enjoyment and impact:***

- *Formalised access to OS1 Nature Reserves is achieved by sign-posting access routes and the rehabilitation/closure of illegal access points from private erven as per the previous bullet point.*

***Protecting fauna such as otters and small buck, and the observable bird colonies on the rocks and at Rooiels Point from undue human interference.***

- *Please indicate how the CMA aims to achieve this.*

***Ensuring that the reserve is restored to its pristine nature, with unnecessary intrusions being removed.***

- *It is assumed that "intrusions" refers to illegal encroachment, as per the above.*
- *There is a process in place to report encroachment to the EMC.*

**AGENDA of the  
Portfolio Committee : Planning & Development  
19 May 2026  
(Also the agenda for the Mayoral Committee Meeting : 26 May 2026)**

---

**Identifying and conserving coastal middens of layered collections of discarded shellfish shells left by the Khoisan people.**

- *An archaeological impact assessment via a South African Heritage Association registered professional and an application to Heritage Western Cape to declare the area as a Provincial Heritage Site is required to inform preservation of these sites.*
- *Which part will fund the impact assessment?*

**3.3.1 Except for the maintenance of the existing footpaths (by means of natural materials only) and the maintenance of the existing public toilets, benches and notice boards, and any essential, but limited, additional notice boards, there shall be no further permanent built structures or fences in the Conserved Area.**

- *The Overstrand Municipality cannot consent to this statement, legal requirements and other unforeseen circumstances may require that additional notice boards, structures etc. are put in place in accordance with all relevant legislation, regulations etc. in accordance with the PAMP that will have to be developed.*
- *Who will fund these requirements?*

**3.3.2 Notwithstanding Clause 3.3.1. an essential, limited permanent structure may be approved for conservation purposes, subject to environmental authorization in terms of Regulation 44 (i) to the NATIONAL ENVIRONMENTAL MANAGEMENT: PROTECTED AREAS ACT, 2003 (ACT NO. 57 OF 2003).**

- *Same as above. Any structures that are proposed, must be aligned with the requirements of the relevant legislation and regulations including public participation etc.*

**3.4. Consent uses in terms of the Land Use Planning Act, 2015, or any zoning scheme shall not be approved for the Conserved Area.**

- *It is not possible to remove public participation as per the Land Use Planning Act.*

**3.5. In order to protect and maintain the street reserves adjacent to the Conserved Area, which serve as green linkages between the mountains and the coastline, and which contribute to the character of Rooiels, the following natural features will be maintained:**

**3.5.1 Streets and roads adjacent to the Conserved Area will not be widened and will be brick-paved where necessary.**

**AGENDA of the  
Portfolio Committee : Planning & Development  
19 May 2026  
(Also the agenda for the Mayoral Committee Meeting : 26 May 2026)**

---

- *If the relevant laws/regulations require widening of a road (within the correct zoning – Road and Transport Zone), laws/regulations must be adhered to.*

**3.5.2 Streets and roads already serve as firebreaks and firebreaks will not be constructed next to streets and roads adjacent to the Conserved Area, unless specifically required and motivated in terms of an approved fire protection plan by an approved Rooiels community organisation, such as the Rooiels Ratepayers' Association.**

- *The relevant national legislation, regulations and approved municipal policies must be adhered to. This blanket statement should be removed, and areas addressed on a case-by-case basis to ensure compliance.*

**3.5.3 Street and road verges shall serve as fuel load breaks only in terms of the fire protection plan named in paragraph 3.5.2. and not as firebreaks.**

- *Same comments as 3.5.2.*

**3.5.4 In order to maintain the existing seedbeds in the road reserves adjacent to the Conserved Area, and also to prevent illegal parking or widening of roads, the road reserves will not be burned or clearcut.**

- *Same comment as above, the relevant legislation wrt fire prevention etc. must be adhered to.*

**3.5.5 Trimming may be done of indigenous vegetation that overhangs streets and road verges adjacent to the Conserved Area, and to reduce the excess fuel load caused by the amount of indigenous vegetation in the street reserves. Deadwood and alien invasive plants will be removed. Removing or clear cutting of indigenous vegetation to reduce the fuel load shall be limited to identified plant species which pose an undue fire risk, in accordance with the fire protection plan named in paragraph 3.5.2.**

- *Same comments as 3.5.2.*

### **3.6 Management Plan**

**3.6.1 The Landowner and Conservancy shall, within 12 months of its assignment, submit a Management Plan for the Conserved Area to the MEC for approval, which Management Plan is to be**

**AGENDA of the  
Portfolio Committee : Planning & Development  
19 May 2026  
(Also the agenda for the Mayoral Committee Meeting : 26 May 2026)**

---

***prepared in consultation with the Board, municipalities, other organs of state, local communities and other affected parties which have an interest in the area and must take into account any applicable aspects of the integrated development plan of the municipality in which the Conserved Area is situated.***

- *The NEMPAA informs the requirements of a Protected Area Management Plan, not a co-management agreement.*
- *PAMP's require public participation as per NEMPAA. This comment does not belong in a CMA.*
- *Which organisation will fund the PAMP?*

## **5.2 Development**

***5.2.1 The Landowner and Conservancy shall not construct, erect or upgrade, or allow the construction, erection or upgrading, of any buildings, roads or structures in the Conserved Area, except as expressly provided for in the Management Plan (and subject to any regulations published by the MEC in terms of section 87) to further the conservation of biodiversity in the Conserved Area.***

- *Same comment as in section 3.*

***5.2.2 The Landowner and Conservancy shall obtain any necessary approval, permission or exemption required in order to undertake any development contemplated in the Management Plan.***

- *This is in accordance with the Act and not a CMA.*

## **5.3 Biodiversity**

***5.3.1 The Landowner and Conservancy shall not remove or destroy, or permit the destruction or removal of, any indigenous species in the Conserved Area, save as expressly required in the Management Plan.***

***5.3.2 The Landowner and Conservancy shall not plant, or permit the planting of, any flora other than local non-invasive indigenous flora in the Conserved Area.***

***5.3.4 The Landowner and Conservancy shall not do, or permit, any act that may adversely affect any indigenous flora and fauna, or their habitats, in the Conserved Area.***

- *Too broad a statement, all activities within a protected area will be in accordance with the National, Provincial, Regional and local legislation, regulations and policies (including the PAMP).*

**AGENDA of the  
Portfolio Committee : Planning & Development  
19 May 2026  
(Also the agenda for the Mayoral Committee Meeting : 26 May 2026)**

---

**5.4 Water**

**5.4.1 The Landowner and Conservancy shall not do, or permit, any act that may adversely affect the natural state, flow, supply, quantity or quality of any water resource located in the Conserved Area.**

- *Water resources are regulated by the National Water Act and the associated regulations. The OM may not permit any activities in terms of the NWA.*

**5.5 Commercial Activity**

**5.5.1 The Landowner and Conservancy shall not permit or consent to any prospecting, exploration, or mining in the Conserved Area.**

**5.5.2 The Landowner and Conservancy shall not permit or consent to the placement of any transmission lines, telecommunication lines, cellular towers or public works in the Conserved Area.**

**5.5.3 The Landowner and Conservancy shall not subdivide, or permit the subdivision of, the Conserved Area.**

**As per Property Admin comments, also this is not a CMA item?**

**5.5.4 The Landowner and Conservancy shall not operate, or permit the operation of, any trade, industry or business in the Conserved Area.**

- *As per the PAMP, not CMA.*

**5.6 Other Human Activities**

**5.6.1 The Landowner and Conservancy shall not use, or permit the use of, motorcycles or four-wheel drive vehicles in the Conserved Area unless their use is necessary for the proper management and protection of the Conserved Area.**

- *Already in place in accordance with bylaws.*

**5.6.2 The Landowner and Conservancy shall not dump, or permit the dumping of, any waste material in the Conserved Area.**

- *Already a bylaw in place in accordance with bylaws.*

**5.6.3 The Landowner and Conservancy shall not hunt, or permit hunting, to take place in the Conserved Area unless it is necessary for the proper management of the fauna located in the Conserved Area, and the proper permits have been obtained, and restrictions adhered to.**

- *Hunting permits are issued by CapeNature, not the Overstrand Municipality.*

**AGENDA of the  
Portfolio Committee : Planning & Development  
19 May 2026  
(Also the agenda for the Mayoral Committee Meeting : 26 May 2026)**

---

**5.6.4 The Landowner and Conservancy shall only permit the general public to access the Conserved Area as provided for in the Management Plan.**

- *A Management Plan, after Public Participation, will determine this.*

**6. RIGHTS OF BOARD IN RESPECT OF CONSERVED AREA**

**6.1 Access to fulfil obligations in terms of the Management Plan The Landowner and Conservancy shall allow the Board, its employees and consultants access to the Conserved Area to fulfil their obligations under the Management Plan, which will include access to undertake scientific research, and to ensure proper management and compliance with the terms of this agreement.**

- *Access to undertake scientific research must be approved by the management authority, and CapeNature.*

**6.2 Wildlife**

**All introductions or removals of wildlife will be catered for in the Management Plan or by agreement with the Landowner and Conservancy.**

- *The PAMP, when approved by CapeNature, will guide the application for the introduction of wildlife into a PA.*
- *The stipulations of Public Participation for the introduction of wildlife will be determined by the relevant legislation/regulations and not a CMA.*

**7. OBLIGATIONS OF BOARD IN RESPECT OF THE CONSERVED AREA**

**7.1 Compliance with the Management Plan**

**The Board shall comply with all the terms and conditions set out in the Management Plan.**

**7.2 Supervision and Technical Support**

**The Board shall provide any technical assistance, information and management advice that may be required to ensure the effective conservation of the Conserved Area.**

- *The EMC and Board may determine when specialised assistance/advise is required.*
- *The Board may not have the necessary qualifications to provide technical assistance and management advice.*
- *Which party will provide the funding?*

**AGENDA of the  
Portfolio Committee : Planning & Development  
19 May 2026  
(Also the agenda for the Mayoral Committee Meeting : 26 May 2026)**

---

**7.3 Notification of Access**

**The Board, its consultants and employees shall notify the Landowner and Conservancy whenever they intend to enter the Conserved Area. However, the Board, its consultants and employees may also be empowered by legislation to enter any property for official purposes**

- *Open Space 1 Nature Reserves do not require that the municipality is notified when members of the public enter – it is not necessary for the Board, consultants and employees to notify the landowner/conservancy on entry to a public place.*

**7.5 Conservation Costs**

**The Conservancy shall pay all reasonable costs associated with the establishment of the Conserved Area. The costs of the implementation of the Management Plan for the duration of this agreement will be shared between the Conservancy and the Landowner, which costs may include the following, as detailed in the Management Plan:**

**7.5.1 Clearing alien invasive vegetation**

**7.5.2 Fire management**

**7.5.3 Monitoring**

**7.5.4 The Conservancy shall keep an accurate record of all such costs which it shall make available to the Board and the Landowner on request.**

**7.5.5 Such costs shall include direct expenditure on materials, transport, third party expertise (including labour contractors and legal advice), and) and shall increase with the standard inflation indices. Such costs shall not include reimbursement of the time of the agency's personnel or staff in establishing the Conserved Area or in implementing this agreement.**

- The EMC has not commented on the remaining points in the proposed CMA; these points should be referred to the OM Legal Division.

*In Conclusion to the above*

*The Municipality is currently not able to assume the statutory obligations that such a declaration as a protected area would impose.*

*The legal reality under NEM:PAA, which is non-negotiable obligations, is that once an area is declared a protected area, the Municipality becomes the Management Authority, which triggers mandatory obligations, including:*

**AGENDA of the  
Portfolio Committee : Planning & Development  
19 May 2026  
(Also the agenda for the Mayoral Committee Meeting : 26 May 2026)**

---

- a) *A Management Plan (Section 39), that must be developed, approved, and implemented. It requires specialist input, public participation, and periodic review.*
- b) *A Public Participation Process, that requires declaration, management plan approval, advertising costs, stakeholder engagement, and administrative processing.*
- c) *Ongoing Operational Requirements, such as Law enforcement / compliance (field ranger presence). Infrastructure management and maintenance such as signage, access control. Trail management, monitoring and reporting to Province and CapeNature. These are statutory requirements.*
- d) *Financial and Capacity Constraints:*
  - (i) *Upfront Costs (Declaration Phase)*
    - *Public participation process*
    - *Legal and administrative work*
    - *Development of management plan*
  - (ii) *Medium-Term Costs*
    - *Implementation of management plan*
    - *Baseline ecological assessments*
    - *Infrastructure upgrades*
  - (iii) *Long-Term Financial Commitments*
    - *Staffing (e.g. field ranger)*
    - *Maintenance (paths, signage, alien clearing)*
    - *Compliance monitoring*

*Declaring a protected area without secured funding creates unfunded mandates, exposing the Municipality to non-compliance with national legislation.*

- e) *Institutional Capacity Constraint: The Environmental Management Division:*

*The EMC is already operating at capacity and does not have the additional budget provision, the additional protected area management function or the expanded compliance responsibilities. It is not only about the budget, but also about the execution risk.*

*The EMC recognises the conservation value of the area but acknowledges that OM currently does not have the financial and institutional capacity to assume these obligations without compromising compliance and service delivery.*

**AGENDA of the  
Portfolio Committee : Planning & Development  
19 May 2026  
(Also the agenda for the Mayoral Committee Meeting : 26 May 2026)**

---

f) *Governance Risk*

*Premature declaration of the RENR would expose the Municipality to legal non-compliance under NEM:PAA which could lead to reputational risk. Audit findings will lead to OM's failure to implement approved plans.*

g) *Managing the Rooiels Conservancy's Expectations*

*The EMC support that the RENR maintains conservancy status, but that OM at this point work with the REC to explore stewardship agreements with CapeNature, cooperative management arrangements that will support external funding and other partnerships to support the conservation goals and objectives of the area.*

*The REC states the following:*

*5.1 Except for the cost of advertising the eventual application in the Government Gazette, all other costs relating to the application and its completion will be borne by the Rooiels community organisations.*

- The community organisations are not identified; how will Council know that all community organisations agree with this proposal?*

*5.2 Rooiels has the resources to prepare all documentation for submission to the OM environmental and other departments, and CapeNature.*

- The resources that are referred to is not qualified, nor is it quantified. How does Council know that the resources will be made available.*

*5.3 The aim is to retain the Rooiels coastal belt in its present practically pristine condition. The Rooiels community already maintains the coastal belt through its community organisations. Consequently, no more, if any, costs are foreseen for the OM other than may occur under the present zoning."*

- The subject of costs and budget required to manage a proclaimed nature reserve has not been thought through and should be investigated and a business plan should be presented with full costs, if such a proposal is considered.*

*The EMC does not support this proposed co-management agreement; the document is not formulated as a co-management agreement. There are no indications of what tasks with regard to management of the nature reserve the REC will perform. Will the REC assist with Alien Vegetation Management, maintenance of existing infrastructure (boardwalks, walking trails etc.) or only technical expertise and support?*

**AGENDA of the  
Portfolio Committee : Planning & Development  
19 May 2026  
(Also the agenda for the Mayoral Committee Meeting : 26 May 2026)**

---

*The issue is not whether the area should be protected, it is whether the Municipality can legally and responsibly sustain that protection once declared.*

**10. Annexures**

Annexure A: General plan indicating the affected properties  
Annexure B: Proposed Co-Management Agreement

**RECOMMENDATION TO THE COUNCIL:**

1. that the request of the Rooiels Conservancy to obtain in principle approval to commence with a process of declaring municipal owned properties as a nature reserve, thus expanding the current Rooi-Els Nature Reserve, **not be supported**;
2. that the request to enter into a co-management agreement with the Rooiels Conservancy with regards to the relevant municipal owned properties, **not be approved**; and
3. that the request that the Municipality applies to the National Department of Public Works for the transfer/sale of Erf 1 Rooi-Els **not be approved**.

**RESPONSIBLE OFFICIAL :**

**A LE ROUX  
L DE VILLIERS**

**TARGET DATE FOR IMPLEMENTATION :**

**17 JUNE 2026**

**TARGET DATE TO INFORM APPLICANT :**

**17 JUNE 2026**







**ANNEXURE B1/13**

Appendix 3c

PROTECTED AREA MANAGEMENT AND CO-MANAGEMENT AGREEMENT

("Agreement")

Between

OVERSTRAND MUNICIPALITY

("Landowner" and "Management Authority")

And

ROOIELS CONSERVANCY

("Conservancy")

And RAZEENA OMAR

In her capacity as the Chief Executive Officer who warrants that she is duly authorized to

act on behalf of The Western Cape Nature Conservation Board

("The Board"),

Collectively called "The Parties".

PREAMBLE

WHEREAS **Ms Magda Erasmus of the OM is presently attending to the title deed registered details.**

A.1 The Landowner is the registered owner of the Rooiels Township Erf 1 (Deed of Transfer 10864/949 SQ M 9557,0), Erf 199 (Deed of Transfer 13367/1948 SQM **O/S**), Erf 320 (Deed of Transfer 13367/1948 SQM **O/S**), Erf 321 (Deed of Transfer 13367/1948 SQM **O/S**), Erf 326 (Deed of Transfer 10865/1949SQM 8796,0), Erf 368 (Deed of Transfer-----SQM **O/S**), Erf 370 (Deed of Transfer---- SQM **o/s**), Erf 371 (Deed of Transfer---- SQM **o/s**) and Erf 373 (Deed of Transfer---- SQM **o/s**).

Collectively called "The Properties"

A.2 The Landowner is also the registered owner of Erven 211, 212 and 343 which are an existing Protected Area Nature Reserve.

A.3 The Landowner wishes to expand the existing Protected Area Nature Reserve to include the Properties.

## ANNEXURE B2/13

B. The Rooiels Conservancy was formed on 15 November 2002 and was registered as a Conservancy with the Board on 4 March 2004.

C. The Properties have been identified as an area with high conservation value in that:

- it conserves a priority area identified in the Rooiels Conservancy
- the target area is uniquely rich and contains a wide diversity of habitats and nature elements which are not usually found in such a single stretch of the coastal belt.
- the target area is uniquely situated and chosen to create a vital link between the core zone of Kogelberg Biosphere Reserve and the buffer zone of the coastal and inland smallholdings (most of the latter have Critical Biodiversity status).
- combined with the naturally vegetated fynbos road verges in Rooiels, the target area will: create a corridor through the village of Rooiels between mountains-and-sea, create a corridor along the coast-to-coast ~~along~~ between the smallholdings and the Rooiels estuary, and, create a corridor from the core zone of the Kogelberg Biosphere Reserve to the coast and link it to the existing Rooiels Nature Reserve.

D. The MEC has entered into an agreement with the Landowner in terms of which the Properties is to be declared a Nature Reserve and the management of portion of the Properties has been assigned to the OVERSTRAND MUNICIPALITY as Management Authority.

E. The parties wish to formalize the management of the Properties to ensure the conservation of the biodiversity located on it for a period of 99 years and the Landowner contracts its Properties for this purpose.

F. The parties wish to record the terms of this Agreement against the title deeds of the Properties to ensure that they are binding on subsequent owners of the Properties and/or any person that may acquire a future right in respect of the Properties.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. DESCRIPTION OF THE PROPERTIES **Ms Marianne de Villiers of CapeNature is determining the GPS points. A map will also be advisable.**

1.1 The Properties comprise of:

1.1.1 Portion A \_\_\_\_\_ (See Annex A): the GPS points follow in a clockwise direction from the southern boundary of the reserve to the Klein Hangklip Mountain ("the Conserved Area") :

1.1.1 a) .....

1.1.2 Excluding the existing slipway for small craft with the following co-ordinates: O/S.

1.2.1 a) .....

1.2 Registration of the Properties:

The Landowner is currently, at its own cost, in the process of regularising the Title Deed registrations in the name of the Landowner of the Properties which are not registered in its name.

## 2. MANAGEMENT OF THE CONSERVED AREA

2.1 The Conserved Area shall be co-managed with the MANAGEMENT AUTHORITY by the properly elected executive committee of the CONSERVANCY.

2.2 In the event that the Conservancy, in the discretion of the MANAGEMENT AUTHORITY, does not manage the Conserved Area according to this management and co-management agreement and the management plan in terms of this agreement, then an advisory committee may be appointed by the MANAGEMENT AUTHORITY in terms of the "Regulations for the Proper Administration of Nature Reserves", until such a time as a new executive of the Conservancy has been properly elected .

## 3. TERMS AND OBJECTIVES

The parties agree to the following terms and management objectives in relation to the Conserved Area:

3.1 The target area is in need of long-term protection for the maintenance of its biodiversity and pristine nature.

3.2 The target area for inclusion is highly diverse and as such some of the elements of the properties included in the Conserved Area will require special attention:

- A colony of seals, which occupies part of the proposed area, needs protection from human intrusion.
- This is the only known area where the Cape Rockjumper occurs at sea level
- The natural dune system in part of the area needs proactive conservation
- Some parts of the target area adjoin private erven and the expansion by some owners of their private living space into the target area will need to be curtailed.
- Pedestrian access will have to be reviewed with a view to balancing enjoyment and impact.
- Protecting fauna such as otters and small buck, and the observable bird colonies on the rocks and at Rooiels Point from undue human interference.

- Ensuring that the reserve is restored to its pristine nature, with unnecessary intrusions being removed.

- Erf 1, which is part of the target area, is owned by central government which may have a different priority. Every effort will be made to acquire ownership by the Landowner.

3.3 Except for the maintenance of the existing footpaths (by means of natural materials only) and the maintenance of the existing benches and signposts, there shall be no development of any nature or description in the Conserved Area.

3.4. Consent uses in terms of the Land Use Planning Act, 2015, or any zoning scheme shall not be approved for the Conserved Area.

3.5. In order to protect and maintain the street reserves adjacent to the Conserved Area, which serve as green linkages between the mountains and the coastline and which contribute to the character of Rooiels, the following natural features will be maintained:

3.5.1 Streets and roads adjacent to the Conserved Area will not be widened and will be brick-paved where necessary.

3.5.2 Streets and roads already serve as firebreaks and firebreaks will not be constructed next to streets and roads adjacent to the Conserved Area, unless specifically required and motivated in terms of an approved fire protection plan by an approved Rooiels community organisation, such as the Rooiels Ratepayers' Association.

3.5.3 Street and road verges shall serve as fuel load breaks only in terms of the fire protection plan named in paragraph 3.5.2. and not as firebreaks.

3.5.4 In order to maintain the existing seedbeds in the road reserves adjacent to the Conserved Area, and also to prevent illegal parking or widening of roads, the road reserves will not be burned or clearcut.

3.5.5 Trimming may be done of indigenous vegetation that overhangs streets and road verges adjacent to the Conserved Area, and to reduce the excess fuel load caused by the amount of indigenous vegetation in the street reserves. Removing or clearcutting of indigenous vegetation to reduce the fuel load shall be limited to identified plant species which pose an undue fire risk, in accordance with the fire protection plan named in paragraph 3.5.2.

### 3.6 Management Plan

3.6.1 The Landowner and Conservancy shall, within 12 months of its assignment, submit a Management Plan for the Conserved Area to the MEC for approval, which Management Plan is to be prepared in consultation with the Board, municipalities, other organs of state, local

communities and other affected parties which have an interest in the area and must take into account any applicable aspects of the integrated development plan of the municipality in which the Conserved Area is situated.

3.6.2 The Landowner and Conservancy agree that the Conserved Area shall be managed exclusively for the purpose for which it was declared and in accordance with the Agreement and Management Plan and applicable national and provincial legislation, policies, plans or municipal by-laws.

3.6.3 The Management Plan shall, as a minimum, contain:

3.6.3.1 The terms and conditions of any applicable biodiversity Management Plan;

3.6.3.2 A co-ordinated policy framework;

3.6.3.3 Such planning measures, controls and performance criteria as may be prescribed;

3.6.3.4 A programme for the implementation of the plan and its costing;

3.6.3.5 Procedures for public participation, including participation by the owner (if applicable), any local community, or other interested party;

3.6.3.6 Where appropriate, the implementation of community-based natural resource management;

3.6.3.7 A zoning of the area indicating what activities may take place in different sections of the area, and the conservation objectives of the sections;

3.6.3.8 The objectives stated in clause 2.1 of this Agreement; and

3.6.3.9 The rights and obligations of the parties in relation to the Conserved Area, which are set out in clauses 3 to 6 of this Agreement.

3.7 Monitoring and Review of the Management Plan

3.7.1 The Board shall carry out regular inspection of the Conserved Area.

3.7.2 The Board shall convene a meeting with the Landowner and Conservancy on an annual basis, or at such earlier time should any of the parties deem it necessary, to formally review progress toward achieving the management objectives set out in 2.1 and the Management Plan.

3.7.3 The Board will present the following information to the Landowner and Conservancy at this meeting:

3.7.3.1 the extent to which the current Management Plan has achieved the stated Objectives of the Agreement;

3.7.3.2 the extent to which the parties have complied with their respective rights and

obligations under the current Management Plan;

3.7.3.3 current and future challenges to the conservation, management and status of the Conserved Area; and

3.7.3.4 proposed amendments to the Management Plan.

3.7.3.5 The parties shall, by mutual agreement and with the MEC's consent, amend the Management Plan when necessary, which amendments shall be reduced to writing and signed by both parties.

#### 4. RIGHTS OF LANDOWNER IN RESPECT OF CONSERVED AREA

##### 4.1 Ownership

4.1.1 The Landowner retains all rights of ownership over the Conserved Area.

4.1.2 The Landowner warrants that the exercise of such ownership shall be consistent with the provisions of this Agreement, any regulations made by the MEC under section 87 of the Protected Areas Act, municipal by-laws or internal rules made by the Management Authority in terms of section 52 of the Protected Areas Act.

#### 5. OBLIGATIONS OF LANDOWNER AND CONSERVANCY IN RESPECT OF CONSERVED AREA

##### 5.1 Compliance with the Management Plan

The Landowner and Conservancy shall comply with all the terms and conditions set out in the Management Plan.

##### 5.2 Development

5.2.1 The Landowner and Conservancy shall not construct, erect or upgrade, or allow the construction, erection or upgrading, of any buildings, roads or structures in the Conserved Area, except as expressly provided for in the Management Plan (and subject to any regulations published by the MEC in terms of section 87) to further the conservation of biodiversity in the Conserved Area.

5.2.2 The Landowner and Conservancy shall obtain any necessary approval, permission or exemption required in order to undertake any development contemplated in the Management Plan.

##### 5.3 Biodiversity

5.3.1 The Landowner and Conservancy shall not remove or destroy, or permit the destruction or removal of, any indigenous species in the Conserved Area, save as expressly required in the

Management Plan.

5.3.2 The Landowner and Conservancy shall not plant, or permit the planting of, any flora other than local non-invasive indigenous flora in the Conserved Area.

5.3.3 The Landowner and Conservancy shall not do, or permit, any act that may adversely affect any indigenous flora and fauna, or their habitats, in the Conserved Area.

5.4 Water

5.4.1 The Landowner and Conservancy shall not do, or permit, any act that may adversely affect the natural state, flow, supply, quantity or quality of any water resource located in the Conserved Area.

5.5 Commercial Activity

5.5.1 The Landowner and Conservancy shall not permit or consent to any prospecting, exploration, or mining in the Conserved Area.

5.5.2 The Landowner and Conservancy shall not permit or consent to the placement of any transmission lines, telecommunication lines, cellular towers or public works in the Conserved Area.

5.5.3 The Landowner and Conservancy shall not subdivide, or permit the subdivision of, the Conserved Area.

5.5.4 The Landowner and Conservancy shall not operate, or permit the operation of, any trade, industry or business in the Conserved Area.

5.6 Other Human Activities

5.6.1 The Landowner and Conservancy shall not use, or permit the use of, motorcycles or four-wheel drive vehicles in the Conserved Area unless their use is necessary for the proper management and protection of the Conserved Area.

5.6.2 The Landowner and Conservancy shall not dump, or permit the dumping of, any waste material in the Conserved Area.

5.6.3 The Landowner and Conservancy shall not hunt, or permit hunting, to take place in the Conserved Area unless it is necessary for the proper management of the fauna located in the Conserved Area, and the proper permits have been obtained and restrictions adhered to.

5.6.4 The Landowner and Conservancy shall only permit the general public to access the Conserved Area as provided for in the Management Plan.

6. RIGHTS OF BOARD IN RESPECT OF CONSERVED AREA

#### 6.1 Access to fulfil obligations in terms of the Management Plan

The Landowner and Conservancy shall allow the Board, its employees and consultants access to the Conserved Area to fulfil their obligations under the Management Plan, which will include access to undertake scientific research, and to ensure proper management and compliance with the terms of this agreement. |

#### 6.2 Ownership of wildlife

Ownership of wildlife vest in the Landowner. All introductions or removals of wildlife will be catered for in the Management Plan or by agreement with the Landowner and Conservancy.

### 7. OBLIGATIONS OF BOARD IN RESPECT OF THE CONSERVED AREA

#### 7.1 Compliance with the Management Plan

The Board shall comply with all the terms and conditions set out in the Management Plan.

#### 7.2 Supervision and Technical Support

The Board shall provide any technical assistance, information and management advice that may be required to ensure the effective conservation of the Conserved Area.

#### 7.3 Notification of Access

The Board, its consultants and employees shall notify the Landowner and Conservancy whenever they intend to enter the Conserved Area. However, the Board, its consultants and employees may also be empowered by legislation to enter any property for official purposes.

#### 7.4 Rates & Taxes

7.4.1 The Board will not be liable for rates due on commercial or other infrastructure, developments or improvements unless by agreement herein.

7.4.2 The Board shall notify the Landowner of the Landowner's eligibility for exemption from any other levies, duties or taxes which may be pursuant to this agreement.

#### 7.5 Conservation Costs

The Conservancy shall pay all reasonable costs associated with the establishment of the Conserved Area. The costs of the implementation of the Management Plan for the duration of this agreement will be shared between the Conservancy and the Landowner, which costs may include the following, as detailed in the Management Plan:

7.5.1. Clearing alien invasive vegetation

7.5.2. Fire management

#### 7.5.3. Monitoring

7.5.4. The Conservancy shall keep an accurate record of all such costs which it shall make available to the Board and the Landowner on request.

7.5.5. Such costs shall include direct expenditure on materials, transport, third party expertise (including labour contractors and legal advice), and shall increase with the standard inflation indices. Such costs shall not include reimbursement of the time of the agency's personnel or staff in establishing the Conserved Area or in implementing this agreement.

### 8. REZONING OF CONSERVED AREA

8.1 Where it is not already so zoned, the Landowner agrees to rezone the Conserved Area to Open Space Zone1:Nature Reserve in terms of the Land Use Planning Act, 2015, or applicable zoning scheme regulations.

8.2 The Landowner shall take all measures necessary to attend to this rezoning within six months of this Agreement coming into effect.

8.3 The Landowner shall take all necessary measures and sign all necessary documentation relating to the rezoning on the Conserved Area when requested by the Board.

8.4 All costs associated with the rezoning shall be borne by the Landowner.

### 9. REGISTRATION OF A NOTARIAL DEED

9.1 The parties agree that the terms of this Agreement will be binding on the Landowner's successors in title and the Landowner agrees to record the terms of the Agreement in a Notarial Deed to be registered against the title deeds of the properties in order to ensure that this area is conserved for ninety-nine years.

9.2 The Notarial Deeds, as agreed on between the parties, are annexed to this Agreement marked \_\_\_\_\_

9.3 The Landowner shall instruct its attorneys, within one month of the Management Agreement coming into effect, to register the Notarial Deeds.

9.4 The Landowner shall take all necessary measures and sign all necessary documentation relating to the Notarial Deed when requested by the Board to do so.

**ANNEXURE B10/13**

9.5 The Landowner will likewise ensure that an appropriate recording in a notarial deed be registered against the title deeds of the properties constituting the existing Protected Area Nature Reserve as in A.2

9.6 Any costs incurred in giving effect to this clause shall be borne by the Landowner.

**10. DELEGATION OF RIGHTS AND RESPONSIBILITIES**

10.1 Subject to the terms of this agreement, the parties to this agreement may not delegate or cede any of their rights or

obligations under this agreement unless:

10.1.1 they have the written consent of the other party to this agreement, which consent shall not be unreasonably withheld; and

10.1.2 the party to whom the rights and/or obligations have been delegated or ceded, has acknowledged its acceptance of the delegation or cession in writing, to both parties to this agreement.

**11. BREACH**

11.1 If any party breaches the terms in this Agreement, any other party can notify the offending party in writing and call on him/her to remedy the breach within a reasonable period.

11.2 If the offending party still fails to remedy the breach, the other party may, without detriment to any other remedy available to it in law:

11.2.1 take any necessary measures itself to remedy the breach, or appoint a third party to do so, and recover its costs in doing so from the offending party; and/or

11.2.2 enforce or cancel the agreement and claim any damages it may be legally entitled to.

**12 RECOVERY OF EXPENDITURE ON TERMINATION**

In the event that this Agreement is terminated at the instance of the Board in terms of clause 8, the Landowner shall reimburse the Board for any expenditure reasonably incurred by it in giving effect to the terms of this Agreement.

**13. RIGHT OF FIRST REFUSAL**

**ANNEXURE B11/13**

In the event that the Landowner wishes to sell the property, or a portion/s of it, during the duration of this Agreement, the Landowner undertakes to offer the said property, or any portion/s of it, to the Board on the same terms and conditions as offered to/by any third party and shall grant the Board a period of 60 (sixty) days within which to consider the offer and exercise its right of first refusal.

**14. DISPUTE RESOLUTION**

The parties agree that they will be bound by the provisions contained in Chapter 4 of the National Environmental Management Act 107 of 1998 and that any disputes of any nature which may arise at any time from this Agreement will be dealt with in accordance with this Chapter.

**15. DOMICILIA AND NOTICES**

The parties choose the addresses set out below as their domicilia citandi et executandi for all purposes of this agreement and as their respective addresses for the service of any notice required to be served on them in terms of this agreement.

---

The Landowner

---

The Conservancy

Physical:

Postal Private Bag X29, Rondebosch, 7701

---

The Board

**16. VARIATION OF AGREEMENT**

No variation, amendment or suspension of any of the terms of this Agreement shall be valid, and no further agreement which may conflict in any way with the terms of this Agreement shall be binding on the parties unless the variation, amendment, suspension or conflicting agreement has been recorded in writing and signed by the parties.

**ANNEXURE B12/13**

**17. COSTS OF AGREEMENT**

All costs associated with the preparation or registration of this Agreement shall be borne by the Conservancy.

**18. DURATION**

18.1 This agreement shall come into effect on the date on which the last party signs it and shall remain in force for a period of ninety-nine years unless:

18.1.1 The declaration of the Conserved Area as a protected area is for any reason withdrawn prior to the expiry of the Agreement in which case this Agreement shall terminate at the date of withdrawal;

18.1.2 The Landowner elects to sell the property prior to the expiry of the Agreement in which case the Agreement shall terminate at the date of transfer of the property to the new owner.

SIGNED AT \_\_\_\_\_ ON \_\_\_\_\_ .

\_\_\_\_\_

LANDOWNER

AS WITNESSES

\_\_\_\_\_

\_\_\_\_\_

SIGNED AT \_\_\_\_\_ ON \_\_\_\_\_ .

\_\_\_\_\_

In her capacity as Chief Executive Officer of the Western Cape Nature Conservation Board (Duly authorized by the Board in terms of Resolution .....dated .....annexed as annexure "C")

AS WITNESSES

\_\_\_\_\_

\_\_\_\_\_

SIGNED AT \_\_\_\_\_ ON \_\_\_\_\_ .

\_\_\_\_\_

In his capacity as Chairman of the Rooiels Conservancy,(Duly authorized by the Conservancy in terms of Resolution .....dated .....

**ANNEXURE B13/13**

annexed as annexure "D")

AS WITNESSES

\_\_\_\_\_  
\_\_\_\_\_

ANNEXURE "A"

DIAGRAM OF "CONSERVATION AREA"