



# STELLENBOSCH

STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

Ref no.3/4/2/5

2021-10-12

## MAYORAL COMMITTEE MEETING

**FRIDAY, 2021-10-15 AT 10:00**

**TO** The Executive Mayor, Ald G Van Deventer (Ms)

The Deputy Executive Mayor, Cllr N Jindela

**COUNCILLORS** FJ Badenhorst

P Crawley (Ms)

J Fasser

AR Frazenburg

E Groenewald (Ms)

XL Mdemka (Ms)

S Peters

Q Smit

Notice is hereby given that a Mayoral Committee Meeting will be held via **MS Teams** on **Friday, 2021-10-15 at 10:00** to consider the attached agenda.

EXECUTIVE MAYOR, ALD GM VAN DEVENTER (MS)

**CHAIRPERSON**

**AGENDA**  
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**2021-10-15**  
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**Confirmation of  
Minutes: Mayoral  
Committee:  
2021-09-15**



**STELLENBOSCH**  
STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

Ref no.3/4/2/5

2021-09-15

**MINUTES**

**MAYORAL COMMITTEE MEETING:**

**2021-09-15 AT 10:00**

**MINUTES**  
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**PRESENT:** Executive Mayor, Ald GM Van Deventer (Ms) (**Chairperson**)

**Councillors:** PR Crawley (Ms)  
A Frazenburg  
J Fasser  
XL Mdemka (Ms)  
S Peters  
Q Smit

**Also Present:** Councillor WF Pietersen (MPAC Chairperson)  
Speaker W Petersen

**Officials:** Municipal Manager (G Mettler (Ms))  
Director: Corporate Services (A de Beer (Ms))  
Director: Community & Protection Services (G Boshoff)  
Director: Planning and Economic Development (A Barnes)  
Director : Infrastructure Services (D Louw)  
Chief Financial Officer (K Carolus)  
Senior Manager: Development Services (C Alexander)  
Senior Administration Officer (B Mgcushe (Ms))

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<b>1.</b>	<b>OPENING AND WELCOME</b>
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The Chairperson, Executive Mayor, welcomed everyone present to the Mayoral Committee Meeting.

<b>2.</b>	<b>COMMUNICATION BY THE CHAIRPERSON</b>
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Speaker, Munisipale Bestuurder, Burgemeesterskomiteelede, Direkteure

Goeiedag, Good Morning, Molweni, As-salaam Alaikum

- As everyone is aware, the Constitutional Court has dismissed the urgent application by the IEC, seeking to postpone the 2021 local government elections.
  - The Constitutional Court (ConCourt) has ordered the Independent Electoral Commission of South Africa (IEC) to hold local government elections on any day between 27 October and 1 November this year. The COGTA Minister indicated that the elections will be on 1 November 2021 but it must still be gazetted after the registration weekend.
  - The Concourt further instructed the IEC to hold a special voter registration weekend – the date for voter registration is 18 – 19 September 2021. All the voting stations within the municipality will be open from 8 am to 5 pm on both days.
  - I want to encourage every resident in the Stellenbosch municipality to note the date for voter registration, and to use the opportunity to register to vote in the upcoming local government elections if they are not yet registered, or if you have moved and must register to vote at a new voting station.



- Please also use the online portal at <https://registertovote.elections.org.za/> to check if you are eligible to register to vote or check if you are on the voter's roll, in the correct ward, for the upcoming election.
- September is bekend as Boomplantmaand, insluitend Boomplantweek, Toerismemaand, en Erfenismaand.
  - U sal let dat sekere bome en die pillare voor die stadsaal in turkoois toegedraai is. Dit is deel van die viering van Boomplantweek, en die kleur turkoois is juis gekies omdat dit soveel simboliseer – dit simboliseer wysheid, emosionele balans, hoop, beskerming, empatie. Dit word ook geassosieër met kalmte en om verlore energie weer te hernu, veral in die tyd waar almal besig is om COVID-moeg te raak, en mens voel om hoop op te gee.
  - Die toedraai van sekere bome is slegs 'n tydelike gebaar en nie permanent nedie tipe material vir die toedraai is sorgvuldig gekies om nie enige skade aan die boomstamme of bome aan te bring nie.
  - Boomplantweek is altyd 'n hoogtepunt op ons gebeurteniskalender en iets waarna ons as die Eikestad uitsien. Ons fokus die afgelope paar jaar was om inheemse bome in die munisipale gebied te plant, terwyl ons ook baie van ons ouer reuse eike in die historiese sentrum van Stellenbosch vervang.
- Tourism month is celebrated annually in September, and provides a heightened month-long focus on the importance of the sector to the local economy and the South African economy.
  - Domestic Tourism has a sharp focus during Tourism Month and South Africans are encouraged to travel and explore their country to try and help revive the sector as well as to promote nation building and social cohesion, especially during this time of the pandemic.
  - It is estimated that the tourism sector lost about 75 477 jobs in 2020, it is hoped that the international tourist market will also improve, with countries such as Germany, France and the Netherlands open to travel to South Africa.
- As mentioned, September is also Heritage month, and Heritage day is celebrated on 24 September 2021. This day is celebrated annually to mark our nation's diverse culture and heritage. We call on all South Africans to use Heritage month to foster greater social cohesion, nation building and a shared national identity.
  - Heritage Day therefore provides a great opportunity for all South Africans to put their differences in politics, perspectives, and opinions aside, to unite and come together in a single shared purpose and objective – To celebrate South Africa's profound history and heritage TOGETHER AS ONE NATION!
- President Ramaphosa het op Sondag, 12 September 2021 vlak 2 regulasies ingestel, wat veral 'n korter aandklokkeël insluit en wat beteken restaurant kan nou ten minste 'n aanddiens aanbied.
  - In die lig van die vlak 2 regulasies versoek ek da tons inwoners ons plaaslike ekonomie moet ondersteun en tog by jou gunsteling restaurant gaan eet. Restaurant volg al die COVID protokolle en dis veilig. Ek nooi u ook uit om 'n toeris in u eie dorp te word en verken restaurante en museums, maar binne die aanvaarde COVID protokolle.
  - Die verlenging van handelsure is juis daar om te help dat die sektore soos toerisme en die gasvryheidsektor weer aan die gang kan kom en die broodnodige inkomste inwin om nie net te oorleef nie maar ook te verseker salarisse kan betaal word en dat daar nie meer persone werkloos eindig nie.
- Concern raised by virologists and infectious disease specialists that South Africa will enter a fourth wave, estimated to happen between November and December 2021.
  - It is with this in mind that I want to encourage everyone that qualifies to be vaccinated to consider vaccination if you have not yet done so. Vaccines are highly

effective in terms of preventing the severe disease that requires ICU care and helps to prevent deaths. This is the only way we can ensure to get back to normal sooner, as well as place less stress on the health system.

- One of the big misconceptions that are still prevalent in communities is that COVID is only affecting old people, and that the vaccination is for older persons. This is absolutely not true. The virus does not discriminate, but when you are vaccinated, there is less chance of you ending up in ICU or becoming severely ill.
- In the meantime, we MUST still adhere to the general COVID protocols – physical distancing, mask up and wash / sanitise hands regularly.
- I am also still noticing just too many people in public without masks. Please note it is against the law not to wear a mask in public.
- There are many vaccination sites, and some of these sites are open over weekends. Please check on the municipal website which sites in Stellenbosch are operational over weekends.
- Lastly, I also want to extend a big thank you and a word of appreciation to all the staff at the vaccination sites and the clinics and hospitals, both within the municipal area and the province. Thank you for your patience, support, hard work and dedication to ensure the roll out of the vaccination programme and to make this experience as stress free as possible.

<b>3.</b>	<b>DISCLOSURE OF INTERESTS</b>
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NONE

<b>4.</b>	<b>APPLICATIONS FOR LEAVE OF ABSENCE</b>
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The following application for leave of absence were approved in terms of the Rules and Order By-law of Council: -

Deputy Executive Mayor, Cllr N Jindela – 15 September 2021

FJ Badenhorst – 15 September 2021

E Groenewald (Ms) – 15 September 2021

<b>5.</b>	<b>CONFIRMATION OF PREVIOUS MINUTES</b>
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The minutes of the Mayoral Committee Meeting held on 2021-08-18 were **confirmed as correct.**

6.	<b>STATUTORY MATTERS</b>
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6.1	<b>MUNICIPAL PUBLIC ACCOUNTS COMMITTEE (MPAC) SUPPLEMENTARY OVERSIGHT REPORT ON THE ANNUAL REPORT 2019/20</b>
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Collaborator No: 713271  
 IDP KPA Ref No: Good Governance and Compliance  
 Meeting Date: 15 September 2021

**1. SUBJECT: MUNICIPAL PUBLIC ACCOUNTS COMMITTEE (MPAC) SUPPLEMENTARY OVERSIGHT REPORT ON THE ANNUAL REPORT 2019/20**

**2. PURPOSE**

To submit to Council, the supplementary Oversight Report on the Annual Report 2019/20 for consideration and adoption.

**3. DELEGATED AUTHORITY**

Council.

**4. EXECUTIVE SUMMARY**

The Draft Annual Report 2019/20 was referred by Council, on 31 March 2021, to the MPAC which fulfilled the functions of the Oversight Committee. The appointment and mandate of the MPAC/Oversight Committee were informed by the MFMA Circular 32 of 2006.

Committee members, including the two co-opted members, have scrutinised the Draft Annual Report 2019/20 and requested, where required, responses from the relevant Directorates. The Annual Report 2019/20 was objectively reviewed by the MPAC Members to ascertain whether the Annual Report 2019/20 is a true and accurate reflection of the municipality's performance for the 2019/20 financial year. The public were also invited to attend a public hearing to submit any representations on the Annual Report 2019/20. The public hearing was held on 15 April 2021.

At the time of deliberating on the Annual Report 2019/20, the report from the Auditor General of South Africa (AGSA), as contemplated in terms of Section 121(3)(b) and (d), was not yet available.

The Oversight Report on the Annual Report 2019/20 was adopted by Council on 26 May 2021 with the following reservation that, as soon as the AGSA's report for the 2019/20 becomes available, that it be submitted to the MPAC and Council for consideration.

The AGSA's report was signed on 13 July 2021. The Audit and Performance Audit Committee (APAC) then concluded its annual report and both reports (the AGSA and APAC reports 2019/20) were submitted to Council for consideration on 28 July 2021.

The remaining core components were advertised in the local media and on the municipality's website. Community members and interested and affected parties were invited to submit any input/s on or before 19 August 2021. No inputs were received from members of the community and or any other interested and affected party/s.

An MPAC meeting was held on 05 August 2021 to discuss the remaining core components of the Annual Report 2019/20.

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**RECOMMENDATIONS FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO COUNCIL: 2021-09-15: ITEM 6.1**

- (a) that Council, having fully considered the supplementary Oversight Report on the Annual Report 2019/20 of the Stellenbosch Municipality, **adopts the supplementary Oversight Report 2019/20 without any reservations;**
- (b) that Council, having fully considered the remaining core components of the Annual Report 2019/20, attached hereto as **ANNEXURE A** and B of the supplementary Oversight Report on the Annual Report 2019/20, **approves that the remaining core components of the Annual Report 2019/20 be inserted in the Annual Report 2019/20;**
- (c) that the supplementary Oversight Report 2019/20 be made public in accordance with Section 129(3) of the MFMA; and
- (d) that the supplementary Oversight Report on the Annual Report 2019/20 be submitted in accordance with Section 129(2)(b) and 132(2) of the MFMA to the Auditor General of South Africa, Provincial Treasury: Western Cape, Department of Local Government: Western Cape and the Provincial Legislature: Western Cape.

**FOR FURTHER DETAILS CONTACT:**

NAME	Gurswin Cain
POSITION	Manager: IDP/PMS/PP
DIRECTORATE	Municipal Manager
CONTACT NUMBERS	021 808 8174
E-MAIL ADDRESS	gurswin.cain@stellenbosch.gov.za
REPORT DATE	06 August 2021

<b>6.2</b>	<b>MONTHLY FINANCIAL STATUTORY REPORTING: DEVIATIONS FOR AUGUST 2021</b>
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**Collaborator No:** 713271  
**IDP KPA Ref No:** Good Governance and Compliance  
**Meeting Date:** 15 September 2021

**1. SUBJECT: MONTHLY FINANCIAL STATUTORY REPORTING: DEVIATIONS FOR AUGUST 2021**

**2. PURPOSE**

To comply with Regulation 36(2) of the Municipal Supply Chain Management Regulations and Section 36 of the Supply Chain Management Policy 2021/2022 to report the deviations to Council.

**3. DELEGATED AUTHORITY**

**Council**

For noting.

**4. EXECUTIVE SUMMARY**

Regulation 36(2) of the Municipal Supply Chain Management Regulations and Section 36 of the Supply Chain Management Policy (2021/2022) stipulate that SCM deviations be reported to Council. In compliance thereto, this report presents to Council the SCM deviations that occurred during August 2021.

**RECOMMENDATIONS FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO COUNCIL: 2021-09-15: ITEM 6.2**

that Council notes that there were no deviations listed for the month of August 2021.

**FOR FURTHER DETAILS CONTACT:**

NAME	Gurswin Cain
POSITION	Manager: IDP/PMS/PP
DIRECTORATE	Municipal Manager
CONTACT NUMBERS	021 808 8174
E-MAIL ADDRESS	gurswin.cain@stellenbosch.gov.za
REPORT DATE	06 August 2021

7.	<b>CONSIDERATION OF ITEMS BY THE EXECUTIVE MAYOR: G VAN DEVENTER (MS)]</b>	[ALD
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7.1	<b>COMMUNITY AND PROTECTION SERVICES: (PC: CLLR R BADENHORST)</b>
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NONE

7.2	<b>CORPORATE SERVICES: (PC: CLLR AR FRAZENBURG)</b>
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7.2.1	<b>RECRUITMENT AND SELECTION PROCESS: MUNICIPAL MANAGER</b>
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Collaborator No:

IDP KPA Ref No:

Meeting Date:

Good Governance and Compliance

15 September 2021

**1. SUBJECT: RECRUITMENT AND SELECTION PROCESS: MUNICIPAL MANAGER**

**2. PURPOSE OF REPORT**

To inform Council that the contract of Me Mettler comes to an end on 31 December 2021. The post must be advertised as per the legislative provisions. Council must approve the advertising of the post and appoint a selection panel and a service provider to make recommendations for the appointment of a successful candidate for the Municipal Manager vacancy.

**3. DELEGATED AUTHORITY**

Municipal Council

**4. EXECUTIVE SUMMARY**

The contract period for Ms Geraldine Mettler, Municipal Manager comes to an end on 31 December 2021. It is therefore critical to commence with the recruitment and selection process for Municipal Manager to ensure the post can be filled timeously.

**RECOMMENDATIONS FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO COUNCIL: 2021-09-15: ITEM 7.2.1**

- (a) that Council approve the advertising of the post of the Municipal Manager;
- (b) that a selection panel be appointed as per the Regulations on the Appointment and Conditions of Employment of Senior Managers which must consist of three members, constituted as follows:
- the mayor, who will be the chairperson, or his or her delegate;
  - a councillor designated by the council; and
  - at least one other person, who is not a councillor or a staff member of the municipality, and who has expertise or experience in the area of the advertised post.

- (c) that an independent external consultant be appointed to assist with the recruitment and selection process.

**FOR FURTHER DETAILS CONTACT:**

<b>NAME</b>	Annalene De Beer
<b>POSITION</b>	Director Corporate Service
<b>DIRECTORATE</b>	Corporate services
<b>CONTACT NUMBERS</b>	021 808 8025
<b>E-MAIL ADDRESS</b>	<a href="mailto:annalenedebeer@stellenbosch.gov.za">annalenedebeer@stellenbosch.gov.za</a>
<b>REPORT DATE</b>	6 September 2021

7.2.2	<b>APPLICATION TO LEASE: PORTION OF ERF 4261 (DALSIG), STELLENBOSCH: CELLPHONE TOWER(S): ATLAS TOWERS AND ILANGA TECHNOLOGIES, ON BEHALF OF INVICTA TOWERS</b>
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Collaborator No:

IDP KPA Ref No: *Good Governance*

Meeting Date: 15 September 2021

**1. SUBJECT: APPLICATION TO LEASE: PORTION OF ERF 4261 (DALSIG), STELLENBOSCH: CELLPHONE TOWER(S): ATLAS TOWERS AND ILANGA TECHNOLOGIES, ON BEHALF OF INVICTA TOWERS**

**2. PURPOSE**

To inform council of the 2 applications received from 2 different companies namely Atlas Towers and Ilanga Technologies, on behalf of Invicta Towers allowing them to construct new base stations on a portion of erf 4261, Stellenbosch. Council to consider the applications to lease the land for this purpose.

**3. DELEGATED AUTHORITY**

In terms of Delegation EM85 the Executive Mayor, in consultation with the Executive Mayoral Committee, has the delegated authority to “*Approve Lease Agreements on Council properties for a period shorter than 10 years and a contract value of less than R5M*”. The item served before The Mayoral Committee in June and was then referred to the section 80 Committee for consideration and a recommendation to the Executive Mayor in consultation with the Mayoral committee.

**4. EXECUTIVE SUMMARY**

The item served before The Mayoral Committee in June and was then referred to the section 80 Committee for consideration and a recommendation to the Executive Mayor in consultation with the Mayoral committee. A further request was made that the members of the Planning and economic section 80 committee as well as the members of the Infrastructure Section 80 Committee be invited to take part in the discussions.

On 2018-06-18, following a written request to this effect, a Special Power of Attorney was issued to Atlas Towers to apply for the necessary authorisation to construct a new base station (communication tower) on a portion of erf 4261, Stellenbosch. The delegation to sign these requests was subsequently revoked from the Manager Properties and Maintenance.

This application (building plan) was subsequently approved and they now want to enter into a Lease Agreement with the Municipality. (**APPENDIX 3**). The application is dated 5 December 2018.

A further application to erect a base station tower on the same property was also received from Ilanga Technologies, on behalf of Invicta Towers (**APPENDIX 4**). The application is undated, but was received in January 2021 according to Mr Smit from the property department.

In terms of the Property Management Policy Council may conclude lease agreements on a private treaty basis, i.e. without following a public tender process, subject thereto that Council’s intention so to enter into such a contract is advertised for public inputs/comments/objections. It is however clear that there are competing interests on this land and Council must take that into account when considering the applications.



There is also a reservoir on the property and the Water Services department has indicated that further infrastructure may be built on the site in future (**APPENDIX 5**). On the reservoir there are telemetry towers and other signals may interfere with our network services from the site.

The Mayor in consultation with the Mayoral Committee can therefore consider the application.

**RECOMMENDATIONS FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO COUNCIL: 2021-09-15: ITEM 7.2.2**

that given the fact that Council already have infrastructure on the land and may want to extend that infrastructure in future, Council do not approve the applications.

**FOR FURTHER DETAILS CONTACT:**

<b>NAME</b>	<b>Annalene de Beer</b>
<b>POSITION</b>	<b>Director: Corporate Services</b>
<b>DIRECTORATE</b>	<b>Corporate Services</b>
<b>CONTACT NUMBERS</b>	<b>021-8088018</b>
<b>E-MAIL ADDRESS</b>	<b>Annalene.deBeer@stellenbosch.org.za</b>
<b>REPORT DATE</b>	<b>2021 -09 -06</b>

7.2.3	<b>PAYMENT OF WARD COMMITTEE MEMBERS FOR PERIOD AUGUST 2021 AND SEPTEMBER 2021</b>
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**Collaborator No:**

**IDP KPA Ref No:**

**Meeting Date:**

**Good Governance and Compliance**

**15 September 2021**

**1. SUBJECT: PAYMENT OF WARD COMMITTEE MEMBERS FOR PERIOD AUGUST 2021 AND SEPTEMBER 2021**

**2. PURPOSE**

To submit to Council a report to request payment of ward committee members for meetings not convened during August 2021 and September 2021 due to lock down and covid infections.

**3. DELEGATED AUTHORITY**

Council is the decision-making authority.

**4. EXECUTIVE SUMMARY**

The country is still in a state of national disaster due to the Covid-19 pandemic. The declaration of a national disaster was done in terms of the Disaster Management Act, 2002. The scourge of this pandemic prompted President Cyril Ramaphosa to declare a national lockdown on 23 March 2020 and ever since extended the lockdown on a monthly basis.

A new variant of the Covid-19 (Delta variant) was detected in this country during June 2021. The prevalence of this variant intensified during July 2021 and August 2021 resulting in high volumes of positive cases and resultant deaths. The country was moved from level 2 to level 4 in mid June 2021 due to the high infection rate in Gauteng and moved to level 3 on 26 July 2021.

The peak in the Western Cape came later and in August and September Stellenbosch municipal area was hit hard to the extent that some councillors and ward administrators tested positive for the Coronavirus and they consequently had to isolate. This prompted those offices affected to be closed for different periods ranging from 4 days to 10 or more days.

Council has adopted the revised Policy and Procedures for Ward Committees (hereinafter referred to as Policy) on 24 April 2019. In terms of the said Policy ward committee members will be paid an amount of R350.00 for out of pocket expenses incurred when attending a ward committee meeting.

The ward committee members continued working despite the ward office closures and the fact that the ward committees did not meet. It is recommended to Council to consider waiving Clause 25 to allow the Administration to make payment to ward committee members of those wards that did not meet during August and September, but did continue with their work during these months. The wards that are affected is indicated in **APPENDIX 1.**

**RECOMMENDATIONS FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO COUNCIL: 2021-09-15: ITEM 7.2.3**

- (a) that the following stipulations in Clause 25 (2) of the Policy outlining the payment of ward committee members be waived:

*“(1) Members of ward committees will be reimbursed for out-of-pocket expenses as contemplated in clause 25(2)(a)(i) below.*

*(2) The Municipality will annually budget for the reimbursement of:*

*(a) out-of-pocket expenses for members of ward committees in respect of their participation in ward committees subject to the following criteria as approved by the Council on 20 June 2012 and revised by the Council on 28 October 2015:*

*(i) that 14 ward committee meetings which will comprise one ward committee meeting every month and one open public meeting every semester (every six months) be identified and approved by the ward committee as paid meetings and that each serving member present at these meetings be paid an out-of-pocket allowance of R350.00 per meeting (R350 x 14 = R4 900.00). Payment of out-of-pocket allowances will be made quarterly.*

*... (iii) that reimbursements only be paid on verification of the attendance register of meetings attended and that reimbursements only be electronically transferred to the bank account of the relevant ward committee members ...”*

- (b) that this waiving of Clause 25 only be applicable during the period August 2021 and September 2021 to the wards reflected in **APPENDIX 1**; and
- (c) that the Administration be authorised to make payments of R350.00 to ward committee members for each of the months August 2021 and September 2021 where the ward committee members continued with the functions despite not having ward committee meetings.

**FURTHER DETAILS CONTACT:**

<b>NAME</b>	<i>Nicky Ceasar</i>
<b>POSITION</b>	<i>Executive Support Officer</i>
<b>DIRECTORATE</b>	<i>Corporate Services</i>
<b>CONTACT NUMBERS</b>	<i>021 808 8618</i>
<b>E-MAIL ADDRESS</b>	<a href="mailto:nicky.ceasar@ Stellenbosch.gov.za">nicky.ceasar@Stellenbosch.gov.za</a>
<b>REPORT DATE</b>	<i>8 September 2021</i>

<b>7.2.4</b>	<b>CONSIDERATION OF LEASE AGREEMENT FOR REDUCED OFFICE SPACE: EIKESTAD MALL</b>
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**Collaborator No:**

**IDP KPA Ref No:**

**Good Governance**

**Meeting Date:**

**15 September 2021**

**1. SUBJECT: CONSIDERATION OF LEASE AGREEMENT FOR REDUCED OFFICE SPACE: EIKESTAD MALL**

**2. PURPOSE**

For Council to consider the approval to conclude a lease agreement with Eikestad Mall Joint Venture for reduced office space in the Eikestad Mall for a period from 1 October 2021 to 30 June 2022, whilst the office space in the NPK building is renovated.

**3. DELEGATED AUTHORITY**

For decision by Municipal Council.

**4. EXECUTIVE SUMMARY**

The existing lease agreement with Eikestad Mall Joint Venture will terminate at the end of September 2020. The landlord is aware of the termination of the agreement. The intention was that all employees occupying office space in the Eikestad Mall will move over to one of the floors in the NPK building despite the renovation process continuing. It has now come to our attention that we will not be able to move employees to the building on a temporary basis due to the extent of the renovation involving compliance issues. We have been advised to replace the lifts in the building, close off the floors instead of it being open for fire safety reasons as well as rewiring the electricity. This means that the area may not be regarded as a health and safe environment to work in. We have moved some of the employees temporarily to Dorp Street and will be able to accommodate the employees awaiting their move to NPK building on the area currently being used by the Town Planning Department on the 3<sup>rd</sup> floor.

During a recent Director's meeting it was decided to request Council to enter into an agreement with the Eikestad Mall only for the area on the 3<sup>rd</sup> floor, Office 302, measuring 484.61m<sup>2</sup> in extent. The intended completion of work on the NPK building is 30 June 2022.

**RECOMMENDATIONS FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO COUNCIL: 2021-09-15: ITEM 7.2.4**

- (a) that Council approves the conclusion of a lease agreement with the Eikestad mall Joint Venture for the 3<sup>rd</sup> floor (484.61m<sup>2</sup>) for the period from 1 October 2021 to 30 June 2022, and
- (b) that the Municipal Manager be authorised to conclude the lease agreement with Eikestad Mall Joint Venture (based on the current rates ,as per the existing lease agreement);

**FOR FURTHER DETAILS CONTACT:**

<b>NAME</b>	<b>Annelene De Beer</b>
<b>POSITION</b>	<b>Director: Corporate Services</b>
<b>DIRECTORATE</b>	<b>Corporate Services</b>

<b>CONTACT NUMBERS</b>	<b>021-8088189</b>
<b>E-MAIL ADDRESS</b>	<b>Annalene.deBeer@stellenbosch.gov.za</b>
<b>REPORT DATE</b>	<b>08 -09-2021</b>

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7.3	FINANCIAL SERVICES: (PC: CLLR P CRAWLEY (MS))
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NONE

7.4	HUMAN SETTLEMENTS: (PC: CLLR N JINDELA)
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NONE

7.5	INFRASTRUCTURE SERVICES : (PC: CLLR Q SMIT)
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NONE

7.6	PARKS, OPEN SPACES AND ENVIRONMENT: (PC: XL MDEMKA (MS))
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NONE

7.7	<b>PLANNING, LOCAL ECONOMIC DEVELOPMENT AND TOURISM:(PC: CLLR E GROENEWALD (MS)</b>
7.7.1	<b>PROPOSED AMENDMENT OF THE STELLENBOSCH MUNICIPALITY SPATIAL DEVELOPMENT FRAMEWORK, 2019 (“MSDF”) AND TO OBTAIN APPROVAL FOR THE COMMENCEMENT OF THE PROCESS AND THE ESTABLISHMENT OF A PROJECT TEAM</b>

**Collaborator No:**

**IDP KPA Ref No:**

**Meeting Date: 15 September 2021**

**1. SUBJECT: PROPOSED AMENDMENT OF THE STELLENBOSCH MUNICIPALITY SPATIAL DEVELOPMENT FRAMEWORK, 2019 (“MSDF”) AND TO OBTAIN APPROVAL FOR THE COMMENCEMENT OF THE PROCESS AND THE ESTABLISHMENT OF A PROJECT TEAM**

**2. PURPOSE**

To provide the Council with the pertinent factors to consider the following:

- (a) Prepare as part of the Municipality’s Integrated Development Plan (“IDP”) the amendment of the MSDF which is a core component of the IDP and in accordance with the provisions of the Local Government: Municipal Systems Act, Act No. 32 of 2000 (“MSA”), Spatial Planning and Land Use Management Act, Act No. 16 of 2013 (“SPLUMA”), Western Cape Land Use Planning Act, Act No. 3 of 2014 (“LUPA”), and the Stellenbosch Municipal Land Use Planning By-law (“MPBL”);
- (b) Support and approve to follow the process as stipulated in terms of Section 11(b) of LUPA; Section 3(1)(b) of the MPBL for amending the MSDF. Therefore, Council will not establish an Intergovernmental Steering Committee, but will grant all organs of state and the public, sixty (60) days to comment on the Amended Draft MSDF; and
- (c) Support and approve the establish a municipal project committee to prepare the amendment of the MSDF, including the nominations of relevant municipal officials from key department to participate and assist in the process.

**3. DELEGATED AUTHORITY**

Council

**4. EXECUTIVE SUMMARY**

An initial internal review of the MSDF highlighted the need for an amendment of the MSDF to incorporate certain Council resolutions to ensure the continued strategic support and guidance from a spatial planning perspective. These amendments have been initiated through Council decisions and actions as part of the implementation framework of the MSDF and other strategic planning documents, that include, but are not only limited to the housing pipeline projects (**APPENDIX 1**), Draft Inclusionary Zoning Policy Proposals and the matters relating to the Klapmuts Concept Plan, as well as private land which is required to leverage catalytic infrastructure priorities.

Due to the nature of the amendments, it is proposed that the Council undertake the process of establishing a Project Committee as stipulated in section 3(1)(b) of the MPBL, instead of an intergovernmental steering for the amendment of its MSDF. Accordingly,

initiate the process of amendment of the MSDF as part of option 1 (5<sup>th</sup> review of the 4<sup>th</sup> generation IDP) or option 2 (5<sup>th</sup> generation IDP) of the IDP process plan, and in accordance with the provision of the Local Government: Municipal Systems Act, Act No. 32 of 2000 (MSA), Spatial Planning and Land Use Management Act, Act No. 16 of 2013 (SPLUMA), Western Cape Land Use Planning Act, Act No. 3 of 2014 (LUPA), and the Stellenbosch Municipal Land Use Planning By-law (MPBL).

**RECOMMENDATIONS FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO COUNCIL: 2021-09-15: ITEM 7.7.1**

- (a) that Council approves the preparation of the amendment of the MSDF which is a core component of the IDP, as part of the Stellenbosch Municipality's IDP process. That the amendment process takes place in accordance with the provisions of the Local Government: Municipal Systems Act, Act No. 32 of 2000, Spatial Planning and Land Use Management Act, Act No. 16 of 2013, Western Cape Land Use Planning Act, Act No. 3 of 2014, and the Stellenbosch Municipal Land Use Planning By-Law;
- (b) that Council approves to undertake the process as stipulated in terms of Section 11(b) of LUPA and Section 3(1)(b) of the MPBL for amending the MSDF, which means that Council will not establish an Intergovernmental Steering Committee; and
- (c) that Council approves the process of notification of the proposed Amendment of the MSDF, 2019 as prescribed within the relevant legislation.

<b>NAME</b>	Chantel Hauptfleisch
<b>POSITION</b>	Senior Spatial Planner
<b>DIRECTORATE</b>	Planning & Economic Development
<b>CONTACT NUMBERS</b>	021 808 8607
<b>E-MAIL ADDRESS</b>	Chantel.hauptfleisch@stellenbosch.gov.za
<b>REPORT DATE</b>	17 August 2021



7.8	<b>RURAL MANAGEMENT: (PC: CLLR S PETERS)</b>
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NONE

7.9	<b>YOUTH, SPORT AND CULTURE: (PC: CLLR J FASSER)</b>
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7.9.1	<b>IDA'S VALLEY TENNIS COURTS AND CLUBHOUSE – ESTABLISHMENT OF A TENNIS ACADEMY BY TENNIS WORLD FOUNDATION (TWF)</b>
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Collaborator No: 713248  
 IDP KPA Ref No: Dignified Living: Municipal Focus Area 21  
 Meeting Date: 15 September 2021

**1. SUBJECT: IDA'S VALLEY TENNIS COURTS AND CLUBHOUSE – ESTABLISHMENT OF A TENNIS ACADEMY BY TENNIS WORLD FOUNDATION (TWF)**

**2. PURPOSE**

- 2.1 To inform Council about the proposal and request from the Tennis World Foundation to use the Ida's Valley Tennis Courts and Clubhouse to establishment a Tennis Academy.
- 2.2 To obtain permission from Council to enter into an agreement with Tennis World Foundation (TWF) for the use, upgrade and management of the tennis courts and clubhouse at Ida's Valley Sport Grounds.

**3. DELEGATED AUTHORITY**

Municipal Council

**4. EXECUTIVE SUMMARY**

A request was received from Tennis World Foundation (TWF) to utilise the tennis courts and club house at Ida's Valley Sport Facility to establish a tennis academy.

In order for the Tennis World Foundation (TWF) to operate a tennis development centre (academy), it needs the assistance of Stellenbosch Municipality subject to an MOU that will be drafted in compliance with all relevant municipal legislation.

The aim of the aforementioned foundation is to bring together local tennis enthusiasts and aspiring tennis players from surrounding schools to learn the finer skills of the sport, to share life experiences and to learn valuable life skills.

The project has the full support of the Ida's Valley Sport Council.

**RECOMMENDATIONS FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO COUNCIL: 2021-09-15: ITEM 7.9.1**

- (a) that Council notes the Ida's Valley Sport Council's support for this project;
- (b) that Council approves the application from Tennis World Foundation (TWF) to utilise the Ida's Valley Tennis Courts and Clubhouse for the establishment of a Tennis Academy; and
- (c) that Council grants permission to the Community Services Department to conclude a formal agreement with Tennis World Foundation (**ANNEXURE C**: Draft MOU between Stellenbosch Municipality and Tennis World Foundation).

**FOR FURTHER DETAILS CONTACT:**

<b>NAME</b>	<i>Albert van der Merwe</i>
<b>POSITION</b>	<i>Manager: Community Services</i>
<b>DIRECTORATE</b>	<i>Community and Protection Services</i>
<b>CONTACT NUMBERS</b>	<i>021 808 8165</i>
<b>E-MAIL ADDRESS</b>	<a href="mailto:Albert.vandermerwe@stellenbosch.gov.za">Albert.vandermerwe@stellenbosch.gov.za</a>
<b>REPORT DATE</b>	<i>12 May 2021</i>

7.10	MUNICIPAL MANAGER
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NONE

8.	REPORTS SUBMITTED BY THE EXECUTIVE MAYOR
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NONE

9.	URGENT MATTERS
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10.	MATTERS TO BE CONSIDERED IN-COMMITTEE
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The meeting adjourned at 10:54

**CHAIRPERSON:** .....

**DATE:** .....

**Confirmed on** .....

6.	<b>STATUTORY MATTERS</b>
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6.1	<b>MONTHLY FINANCIAL STATUTORY REPORTING: DEVIATIONS FOR SEPTEMBER 2021</b>
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Collaborator No:

IDP KPA Ref No:

Meeting Date:

Good Governance and Compliance

15 October 2021

**1. SUBJECT: MONTHLY FINANCIAL STATUTORY REPORTING: DEVIATIONS FOR SEPTEMBER 2021**

**2. PURPOSE**

To comply with Regulation 36(2) of the Municipal Supply Chain Management Regulations and Section 36 of the Supply Chain Management Policy 2021/2022 to report the deviations to Council.

**3. DELEGATED AUTHORITY**

**Council**

FOR NOTING.

**4. EXECUTIVE SUMMARY**

Regulation 36(2) of the Municipal Supply Chain Management Regulations and Section 36 of the Supply Chain Management Policy (2021/2022) stipulate that SCM deviations be reported to Council. In compliance thereto, this report presents to Council the SCM deviations that occurred during September 2021. There has been no deviations approved for September 2021.

**5. RECOMMENDATION**

Council notes that there are no deviations listed for the month of September 2021.

**6. DISCUSSION / CONTENTS**

**6.1. Background/Legislative Framework**

The regulation applicable is as follows:

**GNR.868 of 30 May 2005: Municipal Supply Chain Management Regulations**

**Deviation from and ratification of minor breaches of, procurement processes**

**36. (1) A supply chain management policy may allow the accounting officer—**

(a) To **dispense with the official procurement processes** established by the policy and to procure any required goods or services through any convenient process, which may include direct negotiations, but only—

(i) in an emergency;

(ii) if such goods or services are produced or available from a single provider only;

(iii) for the acquisition of special works of art or historical objects where specifications are difficult to compile;

(iv) acquisition of animals for zoos; or

(v) in any other exceptional case where it is impractical or impossible to follow the official procurement processes; and

(b) to ratify any minor breaches of the procurement processes by an official or committee acting in terms of delegated powers or duties which are purely of a technical nature.

(2) The accounting officer must record the reasons for any deviations in terms of sub regulation (1) (a) and (b) and **report them to the next meeting of the council**, or board of directors in the case of a municipal entity, and include as a note to the annual financial statements.

**6.2. Discussion**

Reporting the deviations as approved by the Accounting Officer for September 2021:

The following deviations were approved with the reasons as indicated below:

None

**6.3 Financial Implications**

As per the approved budget.

**6.4 Legal Implications**

The regulation applicable is:

**GNR.868 of 30 May 2005: Municipal Supply Chain Management Regulations: Deviations from and ratification of minor breaches of, procurement processes.**

**6.5 Staff Implications:**

No additional staff implications

**6.6 Previous / Relevant Council Resolutions:**

None

**6.7 Risk Implications**

That the market may not be tested.

The measures in place to deal with deviations mitigate the risk to an acceptable level. The auditor general also audit the deviations during the yearly audit

**6.8 Comments from Senior Management:**

The item was not circulated for comment except to Municipal Manager

**6.8.1 Municipal Manager**

Supports the recommendations.

6.2	<b>OVERSIGHT ROLE OF COUNCIL: SUPPLY CHAIN MANAGEMENT POLICY-REPORT ON THE IMPLEMENTATION OF THE SUPPLY CHAIN MANAGEMENT POLICY OF STELLENBOSCH MUNICIPALITY: QUARTER 1 (01 JULY 2021 - 30 SEPTEMBER 2021)</b>
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Collaborator No:

IDP KPA Ref No:

Meeting Date:

Good Governance and Compliance

15 October 2021

**1. SUBJECT: OVERSIGHT ROLE OF COUNCIL: SUPPLY CHAIN MANAGEMENT POLICY-REPORT ON THE IMPLEMENTATION OF THE SUPPLY CHAIN MANAGEMENT POLICY OF STELLENBOSCH MUNICIPALITY: QUARTER 1 (01 JULY 2021 - 30 SEPTEMBER 2021)**

**2. PURPOSE**

To submit to Executive Management a report for the period 01 July - 30 September 2021 on the implementation of Council's Supply Chain Management Policy. The report covers the performance of the various delegated functions and the implementation thereof.

**3. FOR DECISION BY MUNICIPAL COUNCIL**

Section 6 (3) & 4 of the SCM Policy 2021/2022, determines that the Accounting Officer must within 10 days at the end of each quarter; submit a report on the implementation of the SCM Policy to the Executive Mayor. This report must be made public in accordance with section 21A of the Municipal Systems Act (32 of 2000).

**4. EXECUTIVE SUMMARY**

On a quarterly basis the Accounting Officer must submit a report on the implementation of the Supply Chain Management Policy to the Executive Mayor. In terms of the SCM Regulations and Council's SCM Policy the SCM unit has been delegated to perform powers and functions that related to the procurement of goods and services, disposal of goods no longer needed, the selection of contractors to provide assistance in the provision of municipal services.

**5. RECOMMENDATIONS**

- (a) that the Executive Mayor and Council takes note of this report and **ANNEXURE A** attached to the report, and
- (b) that the report be made public in accordance with section 21A of the Municipal Systems Act.

**6 DISCUSSION/CONTENTS**

**6.1 Background**

SCM must report within 10 days before the end of each quarter on the implementation of the SCM System.

**6.2 Constitutional and Policy Implications**

Paragraph 2(1) of Council's SCM Policy determines that all officials and other role players in the supply chain management system of the Stellenbosch Municipality must implement the SCM Policy in a way that gives effect to section 217 of the Constitution and Part 1 of Chapter 11 of the Municipal Finance Management Act (56 of 2003) and other applicable provisions of the Act; is fair, equitable, transparent, competitive and cost-effective; complies with the Regulations and any norms and standards that may be prescribed in terms of section 168 of the MFMA; is consistent with other applicable legislation; does not undermine the objective for uniformity in supply chain management systems between organs of state in all spheres; and is consistent with national economic policy concerning the promotion of investments and doing business with the public sector.

Paragraph 6(1) of the Supply Chain Management Policy of Council determines that the Council of Stellenbosch municipality reserves the right to maintain oversight over the implementation of the SCM Policy as approved and amended from time to time. Paragraph 6(3) of the above stated Policy determines that the Accounting Officer must within 10 days of the end of each quarter; submit a report on the implementation of the Supply Chain Management Policy to the Executive Mayor.

**6.3 Financial Implications**

The financial implications are the transactions for the procurement of goods and services that were processed during the 01 July - 30 September 2021 and the payments that will derive from these commitments.

**6.4 Legal Implications**

The Municipal Finance Management Act (section 112) stipulates that the SCM Policy should comply with a prescribed framework as set out in section 112(1) and section 112(2) that stipulates that the regulatory framework for the municipal supply chain management must be fair, equitable, transparent, competitive, and cost-effective. Reporting back in terms of paragraph 6(3) of the SCM Policy 2021/2022 to the Executive Mayor and Council on the implementation of the supply chain management system and processes enables the Executive Mayor and Council to maintain the oversight role over the implementation of the SCM Policy as approved by Council.

**6.5 Staff Implications**

No additional staff implications

**6.6 Previous / Relevant Council Resolutions**

None.

**6.7 Comments from Senior Management**

Not circulated for comments

**APPENDICES**

APPENDIX 1: Report for the period 01 July - 30 September 2021 on the Implementation of Council's Supply Chain Management Policy

# APPENDIX 1



**STELLENBOSCH MUNICIPALITY**  
**IMPLEMENTATION OF SYSTEM – SUPPLY CHAIN MANAGEMENT**  
**SECTION 6 OF SCM POLICY:**  
**OVERSIGHT ROLE OF COUNCIL OVER THE IMPLEMENTATION OF SCM POLICY**

**PERIOD: 01 JUNE 2021-30 SEPTEMBER 2021**

<b>REG. NO.</b>	<b>CRYPTIC DESCRIPTION OF POWER OR DUTY</b>	<b>POWER CURRENTLY RESIDING</b>	<b>DELEGATED</b>	<b>IMPLE- MENTED</b>	<b>COMMENTS</b>
3(1)(a)	Prepare and submit a draft supply chain management policy complying with regulation 2 to the council of the municipality for adoption.	Accounting Officer	Chief Financial Officer	YES	Done
3(1)(b)	Review at least annually the implementation of the policy.	Accounting Officer	Chief Financial Officer	YES	Done
3(1)(c)	Submit when considered necessary, proposals for amendment of the policy by the Council.	Accounting Officer	Chief Financial Officer	YES	The SCM Policy are part of the budget related policies that are annually reviewed.
3(2)(a)	Make use of any Treasury guidelines determining standards for municipal supply chain management policies, and submit to the council that guidelines standard or modified version therefore, as a draft policy.	Accounting Officer	Chief Financial Officer	YES	All NT guidelines are included in standard documents and the municipalities SCM policy is aligned with the Model SCM policy of NT.
3(2)(b)	Ensure that a draft policy submitted to council that differs from the guideline standard complies with Regulation 2.	Accounting Officer	Chief Financial Officer	YES	Not Applicable
3(1)(c)	Report any deviation from the guideline standard to the National Treasury and relevant provincial treasury	Accounting Officer	Chief Financial Officer	YES	Not Applicable
3(4)	Must, in terms of section 62(1)(f)(iv) take all reasonable steps to ensure that the municipality has and implements a supply chain management policy as set out in Regulation 2	Accounting Officer	Chief Financial Officer	YES	Done

REG. NO.	CRYPTIC DESCRIPTION OF POWER OR DUTY	POWER CURRENTLY RESIDING	DELEGATED	IMPLEMENTED	COMMENTS
5(2)(a)	Make a final award above R10 million (VAT included).	Accounting Officer (after considering recommendation of Bid Adjudication Committee)		YES	In the first quarter, there were four (4) final awards above R10 million.
5(2)(b)	Make a final award above R200 000(VAT included), but not exceeding R10 million (VAT included).	Accounting Officer	Bid Adjudication Committee	YES	In the first quarter, there were twenty-four (24) final awards above R200 000 but not exceeding R10 million.
5(2)(c)	Make a final award not exceeding R200 000(VAT included) including the appointment of consultants	Accounting Officer	CFO and Senior Manager - SCM and Senior Accountants	YES	Operational Delegations are in place with clear segregation of duties as stipulated in MFMA section 115 (b)
5(3)	Submit to the officials referred to in regulation 5(4) within five days of the end of each month a written report containing particulars of each final award, except procurements made out of petty cash, made during that month, including – (a) the amount of the award; (b) the name of the person to whom the award was made; (c) the reason why the award was made to that person; and (d) the BEE/HDI status of that entity/person.	Bid Adjudication Committee (refer regulation 5(4)(a)  Chief Financial Officer – 5(4)(b)	Chief Financial Officer  Senior Manager SCM	YES	<b>The awards made were submitted on the following dates within this quarter:</b> 03 August 2021 03 September 2021 02 October 2021
6(1)	Maintain oversight over the implementation of the supply chain management policy	Municipal Council		YES	The Supply Chain Management policy has been submitted to council in the last quarter of the previous financial year as part of the Budget Related policies.

REG. NO.	CRYPTIC DESCRIPTION OF POWER OR DUTY	POWER CURRENTLY RESIDING	DELEGATED	IMPLEMENTED	COMMENTS
6(2)(a)(i)	Submit a report to council within 30 days of the end of each financial year on the implementation of the supply chain management policy of the municipality.	Accounting Officer		YES	Done
6(2)(a)	Immediately submit a report to council whenever there are serious and material; problems in the implementation of the supply chain management policy, including such a report from any municipal entity as envisaged by this Regulation 6(2)(a)(iii)	Accounting Officer		N/A	To date no serious or material problems occurred in implementing the SCM policy.
6(3)	Submit a report to the mayor of the municipality within ten days of each quarter on the implementation of the supply chain management policy.	Accounting Officer	Chief Financial Officer	YES	Done.
7(1)	Establish a supply chain management unit.	Accounting Officer	Chief Financial Officer	YES	Unit operates under direct supervision of CFO
12(1)	<p><u>Direct that:</u></p> <p>a) cash purchases up to transaction value as defined I Council's Petty Cash policy</p> <p>b) one verbal quotation be obtained for any specified procurement of a transaction value lower than R2,000 (VAT included);</p> <p>c) written or verbal quotations for procurement of goods and/or services of a transaction value between R 2, 000.00 and R 10 000.00 (VAT included)</p> <p>d) formal written price quotations for procurement of goods and/or services of a transaction value between R 10,000.00 and R 200,000.00</p> <p>e) a competitive bidding process be followed for any specific procurement of a transaction value higher than R200 000.</p>	Accounting Officer	Operational delegations in place	YES	The SCM unit is responsible for procurement within these thresholds. Delegations approved and signed by the relevant officials.

REG. NO.	CRYPTIC DESCRIPTION OF POWER OR DUTY	POWER CURRENTLY RESIDING	DELEGATED	IMPLEMENTED	COMMENTS
12(2)(a)	Allow the Accounting Officer to lower, but not to increase, the different threshold values specified in sub regulation(1).	Accounting Officer	Chief Financial Officer	YES	Delegated officials act within delegated thresholds.
14(1)(a)(ii)	Invite prospective providers of goods and services at least once a year through newspaper commonly circulating locally, the website of the municipality	Accounting Officer	Senior : Manager SCM	YES	To be advertised in quarter three (3)
14(1)(b)	Specify the listing criteria for accredited prospective providers.	Accounting Officer	Chief Financial Officer	YES	Listing criteria is contained within the registration form.
14(1)(c)	Disallow the listing of any prospective provider whose name appears on the National Treasury's database as a person prohibited from doing business with the public sector.	Accounting Officer		YES	SCM consult National Treasury's database of defaulters before awarding of tenders and quotations
14(2)	Update the list of prospective providers at least quarterly to include any additional prospective providers and any new commodities or types of services.	Municipal Council	Chief Financial Officer	YES	Done
15	Requesting reconciliation's on petty cash purchases on a monthly basis.	Chief Financial Officer	Manager: Expenditure section		N/A

REG. NO.	CRYPTIC DESCRIPTION OF POWER OR DUTY	POWER CURRENTLY RESIDING	DELEGATED	IMPLEMENTED	COMMENTS
16(c)	If it is not possible to obtain at least three written quotations, record and report quarterly to the accounting officer, or another official designated by the accounting officer, the reasons for this.	Accounting Officer	Chief Financial Officer	YES	<b>Reports were submitted on the following dates within this quarter:</b> 03 August 2021 03 September 2021 02 October 2021
16(e)	Record the name of potential providers requested to provide written quotation with their quoted prices.	Accounting Officer	Chief Financial Officer		<b>Reports were submitted on the following dates within this quarter:</b> 03 August 2021 03 September 2021 02 October 2021
17(1)(c)	Approve the recorded reasons for not obtaining at least three written price quotations.	Chief Financial Officer	Senior Manager SCM & CFO: below R200,000  Accountants: Acquisitions, Contracts and SCM: Accountant Demand and Chief Buyer : below R200,000		
17(1)(d)	Record the names of the potential formal written price quotation providers and their written quotations.	Accounting Officer	Senior Manager : Supply Chain Management		
17(2)	Report to the CFO within three days at the end of the month on any approvals given during that month by that the designed official referred to in sub-regulation (1) (c).	Chief Financial Officer	Senior Manager: Supply Chain Management		
18 (a)	All requirements in excess of R30,000 (VAT included) by means of formal written price quotations should be advertised for at least 7 days on the	Chief Financial Officer	Senior Manager: Supply Chain Management	YES	Done

REG. NO.	CRYPTIC DESCRIPTION OF POWER OR DUTY	POWER CURRENTLY RESIDING	DELEGATED	IMPLEMENTED	COMMENTS
	website and municipal official website.				
18 (b)	When using the list of accredited prospective providers, it should promote ongoing competition amongst providers by inviting providers to submit quotations on a rotational basis.	Chief Financial Officer	Senior Manager: Supply Chain Management	YES	Done
18(c)	Must take all reasonable steps to ensure that the procurement of goods and services through written quotations or formal written price quotations is not abused.	Accounting Officer	Chief Financial Officer	YES	Quotations and Formal written quotations are placed on the website and only opened on the closing date and time and mitigate the risks during the calling for quotations.
18(d)	Notify the Accounting Officer or CFO in writing on a monthly basis of all written quotations and formal written price quotations accepted by the official acting in terms of a sub-delegation.	Chief Financial Officer	Senior Manager : Supply Chain Management	YES	<b>Reports were submitted on the following dates within this quarter.</b> 03 August 2021 03 September 2021 02 October 2021
22 (b) (i)	The publication notice must contain the closure date for the submission of bids, which may not be less than 3 weeks in case of transactions over R10m (VAT included), or which are of long term nature, or 14 days in any other case, from date on which the advertisement is placed in a newspaper.	Accounting Officer	Bid Specifications Committee		For quarter one (1), twenty-three (23) tender specifications served before the Bid Specifications committee.
22(2)	The Accounting Officer may determine the closure date for the submission of bids which is less than the 30 days or 14 days requirement, but only if such shorter period can be justified on the grounds of urgency or emergency or any exceptional case where it is impractical or impossible to follow the official procurement process	Accounting Officer			None

REG. NO.	CRYPTIC DESCRIPTION OF POWER OR DUTY	POWER CURRENTLY RESIDING	DELEGATED	IMPLEMENTED	COMMENTS
23(a) (i)(ii)	The handling, opening and recording of bids should be  (i) be opened in public (ii) must be opened at the same time and as soon as possible after the period for the submission of bids has expired;	Accounting Officer	Senior Manager: Supply Chain Management	YES	Done
23 (c)	(ii) make the register available for public inspection (iii) publish the entries in the register and the bid results on the website of the municipality	Accounting Officer	Senior Manager: Supply Chain Management	YES	Done
24(1)	Negotiate the final terms of a contract with bidders identified through a competitive bidding process as preferred bidders, provided that such negotiation – (a) does not allow any preferred bidder a second or unfair opportunity; (b) is not to the detriment of any other bidder; and (c) does not lead to a higher price than the bid submitted. Minutes of such negotiations must be kept.	Accounting Officer	Relevant user department Head of Department or Director	YES	Provision for the signing of a Form of Tender/Service Level Agreement with successful vendors is being made in the tender documents
26(1)(b)	Appoint the members of the bid specification, evaluation and adjudication committees, taking into account Section 117 of the MFMA.	Accounting Officer		YES	Done
26(1)(c)	Appoint a neutral or independent observer to a bid specification, evaluation or adjudication committee for an attendance and oversight process when this is appropriate for ensuring fairness and promoting transparency.	Accounting Officer		N/A	Not Applicable

REG. NO.	CRYPTIC DESCRIPTION OF POWER OR DUTY	POWER CURRENTLY RESIDING	DELEGATED	IMPLEMENTED	COMMENTS
26(3)	Apply the committee system to formal written price quotations.	Accounting Officer		N/A	Committee system is applied for goods/services above R200 000
27(1)	Compile specifications for the procurement of goods and services by the municipality.	Accounting Officer	Bid Specifications Committee, upon advice of the relevant user department	YES	The Director signs for items to serve on Specification committee.
27(2)(g)	Approve specifications compiled by the bid specification committee prior to publication of the invitation for bids.	Accounting Officer	Bid Specifications Committee, upon advice of the relevant user department	YES	The specifications are accompanied with a questionnaire that the relevant department has to complete. Meetings are held according pre-determined schedule.
28(1)(a)	Evaluate bids in accordance with –  (i) the specifications for a specific procurement ; and (ii) the points system as must be set out in the supply chain management policy of the municipality in terms of Regulation 27(2)(f) and a prescribed in terms of the Preferential Procurement Policy Framework Act.	Accounting Officer	Bid Evaluation Committee upon advice of the relevant user department.	YES	Have regular BEC scheduled meetings.
28(1)(b)	Evaluate each bidder's ability to execute the contract.	Accounting Officer	Bid Evaluation Committee, upon advice from SCM	YES	Currently part of the Standard Evaluation Report
28(1)(c)	Check in respect of the recommended bidder whether municipal rates and taxes and municipal service charges are not in arrears.	Accounting Officer	Bid Evaluation Committee	YES	Has a screening list that has to be completed
28(1)(d)	Submit to the adjudication committee a report and recommendations regarding the award of the bid or any other related matter.	Bid Evaluation Committee		YES	Currently part of the Standard Evaluation Report
29(1)(a)	Consider the report and recommendations of the bid evaluation committee where the award value exceeds R200 000 (VAT incl.) and make the award up to value of R10m (as per delegated authority)	Accounting Officer	Bid Adjudication Committee	YES	In the first quarter there were fourteen (14) BAC meetings
29(1)(b)(i)	For bids above R10 million, the SCM BAC will make	Accounting Officer		YES	In the first quarter there were four (4)



REG. NO.	CRYPTIC DESCRIPTION OF POWER OR DUTY	POWER CURRENTLY RESIDING	DELEGATED	IMPLEMENTED	COMMENTS
	recommendation to the Municipal Manager to make the final award.				final awards above R10 million.
29(1)(b)(ii)	Make another recommendation to the accounting officer on how to proceed with the relevant procurement.	Accounting Officer		YES	None.
29(3)	Appoint the chairperson of the bid adjudication committee.	Accounting Officer		YES	Delegations given is kept for record purposes
29(5)(a)	<p>If a bid adjudication committee decides to award a bid other than the one recommended by the bid evaluation committee, the bid adjudication committee must prior to awarding the bid –</p> <p>(i) check in respect of the preferred bidder whether that bidder's municipal rates and taxes and municipal service charges are not in arrears; and</p> <p>(ii) notify the accounting officer.</p>	Bid Adjudication Committee		YES	None
29(5)(b)	<p>(i) After due consideration of the reasons for the deviation, ratify or reject the decision of the bid adjudication committee referred to in Regulation 29(5)(a); and</p> <p>(ii) If the decision of the bid adjudication committee is rejected, refer the decision of the adjudication committee back to that committee for reconsideration.</p>	Accounting Officer		YES	None
29(6)	Refer any recommendation made by the evaluation committee or adjudication committee back to that committee for reconsideration of the recommendation.	Accounting Officer		YES	Four (4) tenders were referred back to the BEC in the first quarter

REG. NO.	CRYPTIC DESCRIPTION OF POWER OR DUTY	POWER CURRENTLY RESIDING	DELEGATED	IMPLEMENTED	COMMENTS
29(7)	Comply with Section 114 of the MFMA within ten working days.	Accounting Officer		YES	Not applicable
31(1)	Request the State Information Technology Agency (SITA) to assist the municipality with the acquisition of IT related goods or services through a competitive bidding process.	Accounting Officer	Bid Adjudication Committee	YES	Not Applicable
31(2)	Enter into a written agreement to regulate the services rendered by, and the payments made to, SITA.	Accounting Officer		YES	Not Applicable
31(3)	Notify SITA together with a motivation of the IT needs of the municipality if –  (a) the transaction value of IT related goods or services required by the municipality in any financial year will exceed R50 million (VAT incl); or  (b) the transaction value of a contract to be procured by the municipality whether for one or more years exceeds R50 million.	Accounting Officer		YES	Not Applicable
31(4)	Submit to the Council, the National Treasury, the relevant provincial treasury and the Auditor General the SITA comments and the reasons for rejecting or not following such comments if the municipality disagrees with SITA's comments.	Accounting Officer	Senior Manager: Supply Chain Management	YES	Not Applicable
32(1)	To procure goods or services for the municipality under a contract secured by another organ of state, but only if –	Accounting Officer	Bid Adjudication Committee	YES	None

REG. NO.	CRYPTIC DESCRIPTION OF POWER OR DUTY	POWER CURRENTLY RESIDING	DELEGATED	IMPLEMENTED	COMMENTS
	<p>(a) the contract has been secured by that organ of state by means of a competitive bidding process applicable to that organ of state;</p> <p>(b) the municipality has no reason to believe that such contract was not validly procured;</p> <p>(c) there are demonstrable discounts or benefits or the municipality; and</p> <p>that other organ of state and the provider have consented to such procurement in writing.</p>				
35(1)	Procure consulting services above the value of R200 000 (VAT incl.) provided that any Treasury guidelines in respect of consulting services or CIDB guidelines in respect of services related to the build environment and construction works are taken into account when such procurements are made.	Accounting Officer	Bid Adjudication Committee	YES	New tender has been advertised
35(4)	Ensure that copyright in any document produced, and the patent rights or ownership in any plant, machinery, thing, system or process designed or devised, by a consultant in the course of the consultancy service is vested in the municipality.	Municipal Council	Relevant user Department	YES	Not Applicable

REG. NO.	CRYPTIC DESCRIPTION OF POWER OR DUTY	POWER CURRENTLY RESIDING	DELEGATED	IMPLEMENTED	COMMENTS
36(1)(a)	<p>Dispense with the official procurement processes established by the policy and to procure any required goods or services through any convenient process, which may include direct negotiations, but only –</p> <ul style="list-style-type: none"> <li>(i) in an emergency;</li> <li>(ii) if such goods or services are produced or available from a single provider only;</li> <li>(iii) for the acquisition of special worker of art or historical objects where specifications are difficult to compile;</li> <li>(iv) acquisition of animals or zoos; or</li> <li>(v) in any other exceptional case where it is impractical or impossible to follow the official procurement processes</li> <li>(vi) any contract relating to the publication of notices and advertisements by or on behalf of the municipality</li> <li>(vii) any purchase on behalf of the municipality at a public auction</li> <li>(viii) any contract with an organ of state, local authority or a public utility corporation or company</li> <li>(ix) any contract in respect of which compliance therein would not be in the public interest or interest of Council</li> <li>(x) ad-hoc repairs to plant and equipment where it is not possible to ascertain the nature or extent of the work required in order to call for bids</li> <li>(xi) workshop strip &amp; quote</li> </ul>	Accounting Officer	BAC considers deviations and recommend to the Accounting Officer.	YES	Delegations are in place for BAC to recommend deviations to the Accounting Officer. Records and recordings are kept of all meetings. Departments draft memorandums and table items at BEC for consideration and recommendation to the BAC. The BAC upon approval will recommend deviation to the Accounting –Officer.
36(1)(b)	Ratify any minor breaches of the procurement processes by an official or committee acting in terms of delegated powers or duties which are purely of a technical nature.	Accounting Officer		YES	Done

REG. NO.	CRYPTIC DESCRIPTION OF POWER OR DUTY	POWER CURRENTLY RESIDING	DELEGATED	IMPLEMENTED	COMMENTS
36(2)	Record the reasons for any deviations in terms of Regulations 36(1)(a) and (b); and  Report them to the next meeting of the Council and include as a note to the annual financial statements.	Municipal Council	Accounting Officer	YES	Done
37(2)	Decide to consider an unsolicited bid but only if –  (a) the product or service offered is a demonstrably or proven unique innovative concept; (b) the product or service will be exceptionally beneficially to, or have exceptional cost advantages for, the municipality; (c) the person who made the bid is the sole provider of the product or service; and (d) the reasons for not going through the normal bidding processes are found to be sound by the accounting officer.	Accounting Officer		NO	None
37(4)	Submit written comments received pursuant to Regulation 37(3), including any responses from the unsolicited bidder, to the National Treasury and the relevant provincial treasury for comment.	Accounting Officer		NO	None
37(5)	Consider and may award the bid or make recommendations to the accounting officer depending on the delegations to the adjudication committee.	Accounting Officer	Bid Adjudication Committee	YES	None
37(7)	When considering an unsolicited bid, take into account where considering an unsolicited bid –  (i) any comments submitted by the public; and	Accounting Officer		NO	None

REG. NO.	CRYPTIC DESCRIPTION OF POWER OR DUTY	POWER CURRENTLY RESIDING	DELEGATED	IMPLEMENTED	COMMENTS
	any written comments and recommendations of the National Treasury or the relevant provincial treasury.				
37(8)	Submit to the Auditor General, the relevant provincial treasury and the National Treasury the reasons for rejecting or not following any recommendations of the National Treasury or provincial treasury in regard to the unsolicited bid.	Accounting Officer	Senior Manager: Supply Chain Management	NO	None
38(1)(a)	Take all reasonable steps to prevent abuse of the supply chain management system.	Accounting Officer	Chief Financial Officer	YES	The National Treasury Code of Conduct has been circulated and communicated to municipal staff at various formal and informal meetings.
38(1)(b)	Investigate any allegations against an official or other role player of fraud, corruption, favoritism, unfair or irregular practices or failure to comply with the supply chain management policy, and when justified –  (i) take appropriate steps against such official or other role player; or (ii) report any alleged criminal conduct to the South African Police Service.	Accounting Officer	Internal Audit	YES	None
38(1)(c)	Check the National Treasury's database prior to awarding any contract to ensure that no recommended bidder, or any of its directors, is listed as a person prohibited from doing business with the public sector.	Accounting Officer	Senior Manager: Supply Chain Management	YES	The National Treasury website information of the List of Defaulters is currently used to verify.
38(1)(d)	Reject any bid from a bidder –  (i) if any municipal rates and taxes or municipal service charges owed by that bidder or any directors to the municipality are in arrears for more than three months;	Accounting Officer	Bid Adjudication Committee Senior Manager: Supply Chain Management	YES	Bid Evaluation checklist is in place

REG. NO.	CRYPTIC DESCRIPTION OF POWER OR DUTY	POWER CURRENTLY RESIDING	DELEGATED	IMPLEMENTED	COMMENTS
	(ii) who during the last five years has failed to perform satisfactorily on a previous contract with the municipality or any other organ of state after written notice was given to that bidder that performance was unsatisfactory.				
38(1)(e)	Reject a recommendation for the award of a contract if the recommended bidder, or any of its directors, has committed a corrupt or fraudulent act in competing for the particular contract.	Accounting Officer	Bid Adjudication Committee Senior Manager: Supply Chain Management	YES	Bid Evaluation checklist is in place
38(1)(f)	Cancel a contract awarded to a person if – the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract; or  (i) an official or other role player committed any corrupt or fraudulent act during the bidding process or the execution of the contract that benefited that person.	Accounting Officer	Bid Adjudication Committee Senior Manager: Supply Chain Management	YES	Bid Evaluation checklist is in place
38(1)(g)	Reject the bid of any bidder if that bidder or any of its directors –  (i) has abused the supply chain management system of the municipality or has committed any improper conduct in relation to such system;  (ii) has been convicted for fraud or corruption during the last five years;  (iii) has willfully neglected or reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or	Accounting Officer	Bid Adjudication Committee Senior Manager: Supply Chain Management	YES	Bid Evaluation checklist is in place

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	(iv) has been listed in the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).				
38(2)	Inform the National Treasury and relevant provincial treasury in writing of any actions taken in terms of Regulation 38(1)(b)(ii), (e)	Accounting Officer	Bid Adjudication Committee Senior Manager: Supply Chain Management	YES	Bid Evaluation checklist is in place
40(1)	The Supply chain policy must provide for an effective system of disposal management for the disposal or letting of assets, including unserviceable, redundant or obsolete assets, subject to sections 14&90 of MFMA	Municipal Council	Chief Financial Officer	YES	Delegations are in place
40(2) a	A Supply Chain management policy must specify the ways in which assets may be disposed of, including by – (i) Transferring the asset to another organ of state in terms of a provision of the MFMA enabling the transfer of assets (ii) Transferring the asset to another organ of state at market related value or, when appropriate, free of charge (iii) Selling the asset (iv) Destroying the asset	Municipal Council	Chief Financial Officer	YES	. As per delegations
40(2) (b)	Stipulate that – Immoveable property may be sold only at market	Municipal Council		YES	Not Applicable



REG. NO.	CRYPTIC DESCRIPTION OF POWER OR DUTY	POWER CURRENTLY RESIDING	DELEGATED	IMPLEMENTED	COMMENTS
	related prices except when public interest or the plight of the poor demands otherwise				
40(2)(b)(ii)	Movable assets may be sold either by way of written price quotations, a competitive bidding process, auction or at market related prices, whichever is the most advantageous to the municipality	Accounting Officer	Chief Financial Officer		As per delegations
40(2)(b)(iii)	In the case of the free disposal of computer equipment, the Provincial Department of Education must first be approached to indicate within 30 days whether any of the local schools are interested in the equipment.	Accounting Officer	Chief Financial Officer		Not Applicable
40(2)(b)(iv)	In the case of the disposal of firearms, the National Conventional Arms Control Committee has approved any sale or donation of firearms to any person or institution within or outside the Republic	Accounting Officer			Not Applicable
40(2)(c)(ii)	All fees, charges, rates, tariffs, scales of fees or other charges relating to the letting of immovable property are annually reviewed	Municipal Council		YES	Not Applicable
40(2)(d)	Ensure that where assets are traded in for other assets, the highest possible trade-in is negotiated	Municipal Council			None
40(2)(b)(iii)	In the case of the free disposal of computer equipment, the provincial department of education is first approached to indicate within 30 days whether any of the local schools are interested in the equipment.				Not Applicable
41(1)	A Supply chain management policy must provide for an effective system of risk management for the identification, consideration and avoidance of	Accounting Officer	Internal Audit		Busy implementing a system for risk management

REG. NO.	CRYPTIC DESCRIPTION OF POWER OR DUTY	POWER CURRENTLY RESIDING	DELEGATED	IMPLEMENTED	COMMENTS
	potential risks in the supply chain management system				
42	Establish and implement an internal monitoring system in order to determine, on a retrospective analysis, whether the authorized supply chain management processes were followed and whether the objectives of this policy were achieved.	Accounting Officer	Chief Financial Officer		Busy implementing a system for performance management in SCM
43(2)	Check with SARS whether a person's tax matters are in order before making an award to such person.	Municipal Council	Senior Manager: Supply Chain Management	YES	The Tax Clearance of vendors registered on the Central Supplier Database are checked regularly and before awards are made.
45	Disclose in the notes to the annual financial statements of the municipality particulars of any award of more than R2,000 to a person who is a spouse, child or parent of a person in the service of the state, or has been in the service of the state in the previous twelve months, including – (a) the name of that person; (b) the capacity in which that person is in the service of the state; and (c) the amount of the award.	Municipal Council	Chief Financial Officer	YES	This information was disclosed within the 20/21 financial statements of the municipality.
46(3)(a)	Keep a register of all declarations in terms of Regulation 46(2)(d) and (e).	Accounting Officer	Senior Manager: Supply Chain Management	YES	SCM keep record of it.
46(3)(b)	Declarations must be made to the mayor of the municipality who must ensure that such declarations are recorded in the register.	Accounting Officer	Chief Financial Officer	YES	Declarations are kept at SCM section and hard copy on file.
46(4)	Adopt the National Treasury's code of conduct and Schedule 2 of the Systems Act for supply chain	Accounting Officer	Senior Manager: Supply Chain Management	YES	Code of conduct are circulated annually to all officials

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	management practitioners and other role players involved in supply chain management.		Council's Speaker		
47(2)	Report any alleged contravention of Regulation 47(1) to the National Treasury for considering whether the offending person, and any representative or intermediate through which such person is alleged to have acted, should be listed in the National Treasury's database of persons prohibited from doing business with the public sector.	Accounting Officer	Chief Financial Officer	YES	Not Applicable
48	Disclose to the National Treasury and the relevant provincial treasury any sponsorship promised, offered or granted to the municipality whether directly or through a representative or intermediate, by any person who is – (a) a provider or prospective provider of goods or services to the municipality; or (b) a recipient or prospective recipient of goods disposed or to be disposed, of by the municipality.	Accounting Officer	Senior Manager: Supply Chain Management	YES	None.
49	Persons aggrieved by decisions or actions taken in the implementation of this supply chain management system, may lodge within 14 days of the decision or action, a written objection or complaint against the decision or action.	Accounting Officer		YES	Have an administrative process in place.
50(1)	Appoint an independent and impartial person to assist in the resolution of disputes between the municipality and other persons and to deal with objections, complaints or queries as described more fully in Regulation 49.	Accounting Officer		YES	Done.
50(1)(a)	Responsible to assist the person appointed in terms of Regulation 50(1) to perform his or her functions effectively.	Accounting Officer		YES	Done

REG. NO.	CRYPTIC DESCRIPTION OF POWER OR DUTY	POWER CURRENTLY RESIDING	DELEGATED	IMPLE- MENTED	COMMENTS
50(4)(b)	Appointed must submit monthly reports to the Accounting Officer on all disputes, objections, complaints or queries received, attended to or resolved.	Accounting Officer		YES	The appointed official is responsible for the submission of the monthly report to the Municipal Manager.
51	Service provider that acts on behalf of municipality to provide any service or act as a collector of fees, service charges or taxes and the compensation payable to service provider, contract must stipulate a cap on compensation payable to the service provider; that such compensation must be performance based.	Accounting Officer		YES	Done

7.	CONSIDERATION OF ITEMS BY THE EXECUTIVE MAYOR: [ALD G VAN DEVENTER (MS)]
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7.1	COMMUNITY AND PROTECTION SERVICES: (PC: CLLR R BADENHORST)
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NONE

7.2	<b>CORPORATE SERVICES: (PC: CLLR AR FRAZENBURG)</b>
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7.2.1	<b>PROPOSED LEASE AGREEMENT: PORTION OF ERF 104, LA MOTTE</b>
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Collaborator No:

IDP KPA Ref No:

Meeting Date:

Good Governance and Compliance

15 October 2021

**1. SUBJECT: PROPOSED LEASE AGREEMENT: PORTION OF ERF 104, LA MOTTE**

**2. PURPOSE**

To consider an application from Junaid Johnson to lease a portion of the facility on erf 104, La Motte for purpose of an internet Café. We also have an application from the La Motte Neighbourhood watch to use it as an office.

**3. DELEGATED AUTHORITY**

In terms of the approved System of Delegations, the Executive Mayor, in consultation with the Executive Mayoral Committee, can consider applications for the lease of council-owned property for a period shorter than 10 years and a contract value of less than R5M.

**4. EXECUTIVE SUMMARY**

An application has been received from the Junaid Johnson (**APPENDIX 1**) to lease a portion of the property known as "Oom Saul se winkel" for an internet Café. The La Motte Neighbourhood Watch have also applied to use a portion of the building on erf 104, La Motte, for office purposes (**APPENDIX 2**).

Erf 104, La Motte, was donated to Stellenbosch Municipality by the Winelands District Municipality in 2009, the property has not yet been transferred to the Municipality. A donation agreement has been signed between the Municipality and the owner of the property (Cape Winelands District Municipality). The municipality took possession of the property in 2007 and all risks passed to the municipality on taking possession, despite the property not being registered in the name of the Municipality. The transfer did not take place as the Seller is responsible for the transfer and appointing the transferring attorney. There has been issues with the payment of the transferring attorneys by Stellenbosch Municipality as we did not appoint the transferring attorney's. We have subsequently agreed with the District Municipality to appoint the transferring attorneys ourselves and they will attend to the transfer shortly.

**5. RECOMMENDATIONS**

- (a) that it be noted that a portion (office) of the building the portion of erf 104 La Motte is not needed for the provision of municipal services for the period of the proposed lease;
- (b) that it is noted that the municipality is not the owner of the property yet and that the possession has past to the Municipality and the risks; and
- (c) that the applications received be considered.

## 6. DISCUSSION

### 6.1 Background

#### 6.1.1 Ownership

Although Erf 104, La Motte, was donated to Stellenbosch Municipality by the Winelands District Municipality in 2009, the property has not yet been transferred to the Municipality. The Cape Winelands District Municipality therefore is the legal owner and Stellenbosch Municipality is the current occupier of the property with the knowledge of the district municipality and bear the risks associated with occupation.

#### 6.1.2 Historic use of building

The building was used as a ward office at one stage, but is currently vacant.

#### 6.1.3 Discussion

##### 6.1.3.1 Application to use facility

Hereto attached as **APPENDICES 1 and 2** are self-explanatory letter/application received from Junaid Johnson and the La Motte Neighbourhood Watch, requesting the temporary rights to the property.

##### 6.1.3.2 Location and context

The property is situated in the North-Western corner of La Motte, as shown on Fig 1 and 2, below.



**Fig 1: Location and context**



**Fig 2: The site**

The portion of the site is approximately 50m<sup>2</sup> in extent. The portion of the building referred to in the application is approximately 30m<sup>2</sup>, as shown on Fig 3, below.



**Fig 3: The building**

The current zoning of erf 104 is Educational zone.

### 6.1.3.3 Legal requirements

#### 6.1.3.3.1 Asset Transfer Regulation

In terms of Section 34 (1) of the ATR a Municipality may grant a right to use, control or manage a capital asset only after-



- a) The Accounting officer has concluded a public participation process\*; and
- b) The municipal council has approved in principle that the right may be granted. \*Sub regulation (1) (a) (public participation process), however, must be complied with only if-
  - The capital asset in respect of which the right is to be granted has a value in excess of R10M\*; and
  - A long-term right is proposed to be granted (i.e. longer than 10 years).

None of the assets has a value in excess of R10M.

In terms of Regulation 36, the municipal council must, when considering such approval, take into account:

- a) whether such asset may be required for the municipality's **own** use or to provide basic services during the period for which such right is to be granted;
- b) the extent to which any compensation to be received will result in a significant economic or financial benefit to the municipality;
- c) the risks and rewards associated with such right to use; and
- d) the interest of the local community

In terms of Regulation 41, if an approval in principle has been given in terms of regulation 34 (1)(b), the municipality may grant the right only in accordance with the disposal management system\* of the municipality, irrespective of:-

- a) the value of the asset; or
- b) the period for which the right is granted

\*The policy on the Management of Council owned property is deemed to be Stellenbosch Municipality's disposal management System.

#### 6.1.3.3.2 Policy on the Management of Council owned property

In terms of paragraph 9.3.2 of the Policy, the Municipal Council reserves the right to entertain unsolicited bids for the lease of viable immovable property for **social care uses**. Social care is defined as services provided by registered welfare, charitable, non-profit cultural and religious organisations and include homes/centres for indigent, battered or destitute persons.

In terms of par 22.1.1 the Municipality shall be entitled to adopt below market-related tariffs for properties leased to non-profit organisations.

In terms of paragraph 22.1.4 the fair market rentals will be determined by the average of the valuations source d from service providers, unless determined otherwise by the Municipal Manager taking into account the estimated rental(s) *vis-à-vis* the cost of obtaining such valuations.

The property is not owned by the Stellenbosch Municipality.

**6.2 Financial Implications**

The maintenance of the building and any rent payable will have to be considered.

**6.3 Legal Implications**

The Stellenbosch Municipality is not the legal owners of the property yet, although we have taken possession and are bearing the risks. We are in the process of the transfer of the properties.

**6.4 Staff Implications**

There are no staff to maintain or clean the property nor is there any staff compliment on the structure.

**6.5 Previous / Relevant Council Resolutions**

None

**6.6 Risk Implications**

The Stellenbosch Municipality is not the legal owners of the property. The property has been vacant for some time and was intended for the use of the community services branch. It is unclear whether they will be occupying the property in the long run.

**6.7 Comments from Senior Management**

Due to the fact that the municipal manager requested the item to be placed on the agenda urgently no comments were requested.

**ANNEXURES:**

Appendix 1: Application Junaid Johnson

Appendix 2: Application La Motte Neighbourhoodwatch

**FOR FURTHER DETAILS CONTACT:**

<b>NAME</b>	<b>Annalene de Beer</b>
<b>POSITION</b>	<b>Director: Corporate Services</b>
<b>DIRECTORATE</b>	<b>Corporate Services</b>
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<b>REPORT DATE</b>	<b>2021-10-06</b>

# APPENDIX 1

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# **APPENDIX 2**

Geagte Mnr Smit

Ons as La Motte buurtwag wil graag toestemming vra vir die gebruik van die gebou agter die winkel te Bosbou, La Motte Franschhoek. Die gebou word tans baie gevandaliseer deur die gemeenskap en ons is opsoek Na n gebou Om ons vergadering en patrolies vanaf te doen.

U samewerking sal hoogs waardeur word.

Hoop vir n spoedige terugvoering vanaf U

Die Uwe

Voorsitter

Anneline Alkaster

Tel: 079 406 2212

: 063 250 0686

Handtekening:

A.AKASTER.....

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7.3	<b>FINANCIAL SERVICES: (PC: CLLR P CRAWLEY (MS))</b>
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NONE

7.4	<b>HUMAN SETTLEMENTS: (PC: CLLR N JINDELA)</b>
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NONE

7.5	<b>INFRASTRUCTURE SERVICES: (PC: CLLR Q SMIT)</b>
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NONE

7.6	<b>PARKS, OPEN SPACES AND ENVIRONMENT: (PC: XL MDEMKA (MS))</b>
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NONE

7.7	<b>PLANNING, LOCAL ECONOMIC DEVELOPMENT AND TOURISM: (PC: CLLR E GROENEWALD (MS))</b>
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NONE



7.8	<b>RURAL MANAGEMENT: (PC: CLLR S PETERS)</b>
7.8.1	<b>APPROVAL OF EXCHANGE OF THE LEASE PORTIONS NAMELY, FARM No.: 502S and 502V, STELLENBOSCH DIVISION: GIELIE HANEKOM FAMILIE TRUST &amp; HYLTON P ARENDSE</b>

Collaborator No:

IDP KPA Ref No:

Meeting Date:

Valley of Opportunity

15 October 2021

**1. SUBJECT: APPROVAL OF EXCHANGE OF THE LEASE PORTIONS NAMELY, FARM No.: 502S and 502V, STELLENBOSCH DIVISION: GIELIE HANEKOM FAMILIE TRUST & HYLTON P ARENDSE**

**2. PURPOSE**

To provide Council with the pertinent factors to consider the request to transfer / exchange the land parcels allocated between the Gielie Hanekom Familie Trust (Farm No. 502S, Stellenbosch Division) and Hylton P Arendse (Farm No. 502V, Stellenbosch Division), and to register a right-of-way servitude over Farm No(s). 502S and 502T in favour of Farm No(s). 502T and 502V, respectively.

**3. DELEGATED AUTHORITY**

Council

**4. EXECUTIVE SUMMARY**

4.1 The Lessees of both portions entered into an exchange of land agreement without the prior written approval of Stellenbosch Municipality as the Lessor as stipulated in Clause 13 of the Lease Agreement entered into with the Gielie Hanekom Familie Trust, copy attached as **APPENDIX 2** to this report, and Clause 10 of the Lease Agreement entered into with Hylton P Arendse, copy attached as **APPENDIX 3** to this report.

4.2 Therefore, the proposed report and recommendations aims to remedy the unlawful exchange of the lease areas, in accordance with the existing lease period. Thereby, allocating Farm No. 502S in the extent of 23,60ha to Hylton P Arendse for the remainder of the lease period, and allocating Farm No. 502V in the extent of 21,6ha to Gielie Hanekom Familie Trust for the remainder of the lease period. This exchange includes all rights, which include the water rights, etc as per the agreed terms of the respective original lease agreements.

**5. RECOMMENDATIONS**

(a) that Council take note of the 'Memorandum van Ruil Ooreenkoms' which was entered into by Hylton P Arendse and Gielie Hanekom during November 2019, copy attached as **APPENDIX 4**;

(b) that Council approve the exchange of the two (2) lease portions, Farm No(s). 502S and 502V between the parties concerned, whereby the portions will be re-allocated as follows:

- i. Farm No. 502S, Stellenbosch Division in the extent of 23,60ha with 7.9ha of water be awarded to Hylton P Arendse for the remainder of

such lease period of 9 years and 11 months, calculated from 01 January 2020;

- ii. Farm No. 502V, Stellenbosch Division, to the extent of 21,6ha with 8ha of water be awarded to the Gielie Hanekom Familie Trust for the remainder of his lease until 31 March 2041; and
  - iii. That all monetary obligations for each respective lease agreement as per the tariff structure.
- (c) that Council approve the registration of a right-of-way servitude over Farm No(s) 502S in favour of Farm No.(s) 502T and 502V, respectively, and that the Section: Property Management with the assistance of the Department: Development Planning be tasked to ensure that the processes to register the aforementioned servitude be implement within a reasonable timeframe; and
- (d) that Council approves, if one of the parties contest the exchange as indicated above, that Council mandate the Municipal Manager to commence with the required process to cancel both the leases due to the breach of the lease agreements not to lease to another person/entity without Council approval.

## 6. DISCUSSION / CONTENTS

### 6.1 Background

- 6.1.1 On 17 September 1992, Stellenbosch Municipality entered into a lease agreement with GJ Hanekom to lease Farm No. 502S, Stellenbosch Division in the extent of 23,60ha, for a period as from 01 April 1991 to 31 March 2041, as stipulated in Clause 1 of the Lease Agreement, attached as **APPENDIX 2**.
- 6.1.2 On 23 December 2019, Stellenbosch Municipality entered into a lease agreement with Hylton P Arendse to lease Farm No. 502V, Stellenbosch Division in the extent of 21,6ha, for a period as from 01 January 2020 for nine (9) years and eleven (11) months as stipulated in Clause 4 of the Lease Agreement, attached AS **APPENDIX 3**.
- 6.1.3 On 25 October 2019, Mr Arendse informed the Manager: Property Management, Mr Piet Smit through email communication, that he, Mr Arendse does not have access to the Farm No. 502V, which was allocated to him. He further noted that he, Mr Arendse was aware that Mr Smit, and the Then Manager: Economic Development & Tourism, Mr Widmark Moses, had a meeting with Mr Hanekom, lessee of Farm No. 502S regarding the access to Farm No. 502V. Mr Smit responded through email communication to Mr Arendse, informing him that further discussion will be held with Spier which Messrs Smit and Moses will schedule.
- 6.1.4 On 19 November 2019, through an email communication to Councillor Badenhorst, Mr Arendse noted that he has not received any feedback regarding the accessibility concern to Farm No. 502V.
- 6.1.5 On 21 November 2019, through an email communication sent by Mr Arendse to Stellenbosch Municipality, Mr Arendse informed Councillors Badenhorst & Peters that a meeting occurred between Messrs Moses, Smit and Hanekom, the latter being the Lessee of Farm No. 502S, Stellenbosch Division, whereafter Mr Arendse and Mr Hanekom enter into a lease agreement, copy attached as **APPENDIX 4**.
- 6.1.6 The agreement of exchange, attached as Appendix 4, which was signed during November 2019 by both Messrs Hanekom and Arendse, stipulate that Mr Arendse be permitted to use a portion of 7,48ha of Farm No. 502S which was allocated to

Mr Hanekom, and that Mr Hanekom use the entire Farm No. 502V to the extent of 21,6ha. The agreement further note in Clause 4 that each party will be responsible for payment of the rental amount for the properties allocated as per the lease agreement with the municipality, therefore Mr Hanekom is liable to pay the rental amount for Farm 502S and Mr Arendse the rental amount for Farm No.: 502V, although only having access to farm a portion of 7,48ha of Farm No. 502S.

- 6.1.7 The agreement further notes in Clause 6 that should any party be in breach of this agreement, the parties may claim back their respective properties as allocated by the municipality.
- 6.1.8 Clause 7 further note that any improvements on the property, which is implemented on the respective property, in terms of the exchange agreement, will be at the risk of the party, who did such improvements, and Clause 8 further note that no claims will be lodged against each other for such improvements.
- 6.1.9 On 06 August 2021, Mr Arendse obtained approval for funding from the CASP / Ilima Letsema Programme, funded by the Western Cape Government Dept of Agriculture, colloquially known as Elsenburg in the amount of R3 155 450.00 for improvements in the form of infrastructure, irrigation, equipment and products. The letter of confirmation is attached as **APPENDIX 5** to this report.
- 6.1.10 These improvements will thus be implemented on Farm No. 502S, Stellenbosch Division, which currently is the property leased to Mr Hanekom, therefore state monies which was earmarked for Mr Arendse, an emerging farmer, will thus be used to do improvements on another farmer's (Mr Hanekom) property. Mr Arendse has also commenced with his farming activity on Farm No. 502S and currently holds contract as a supplier to a number of franchises which include Woolworths.

## 6.2 Discussion

- 6.2.1 During January 2021, the then Senior Economic Development Officer: Agricultural Support and Rural Development, Ms Tamzin Lakey was tasked to monitor and evaluate the lease agreements issued by the municipality in terms of the Stellenbosch Municipality: Policy for Management of Municipal Land, specifically to monitor the progress of the emerging farmers activities, determine the causes for the non-payment of rent by certain farmers, and also to evaluate and determine the financial and non-financial mechanisms to assist the emerging farmers.
- 6.2.2 Through this process and engagements with the respective emerging farmers and specifically through the process of facilitating financial assistance to Mr Arendse, Ms Lakey discovered that Mr Arendse was farming on a portion of Farm No.: 502S, Stellenbosch Division, and not the property allocated to him through the lease agreement with the municipality.
- 6.2.3 Through, the further investigation it was found that Mr Arendse was the most successful farmer of the emerging farmers, and that the exchange agreement was not endorsed or approved by the Municipal in writing as required in terms of both lease agreements for Messrs Hanekom and Arendse.
- 6.2.4 The reason for the exchange, as indicated through the correspondence attached to this report, was as a result of Farm No. 502V not being accessible. Although correspondence suggest that, the municipal officials, Messrs Moses and Smit had meetings with Spier and with Mr Hanekom, no written record of such meetings could be found by the Department.
- 6.2.5 Mr Arendse however on 23 June 2021, on the request of the Department to provide written correspondence and a record of events, submitted an affidavit, which is attached as

**APPENDIX 6** to this report. The affidavit broadly outlined the terms of the agreement between Messrs Hanekom and Arendse and also note that municipal officials knew and supported this agreement.

- 6.2.6 It is however clear that both parties, were in breach of the respective lease agreements, as any subletting, ceding may only occur with the prior written approval of the Lessor, in this instance, the Municipal Manager as the representative of the municipality.
- 6.2.7 The clauses within the lease agreement also note that the lease agreement may be cancelled and / or terminated should Council require the respective properties for municipal purposes, and therefore the municipality had the right to inform Mr Hanekom of its intention to register a right-of-way servitude over Farm No. 502S, Stellenbosch Division in favour of Farm No(s) 502T and 502V to provide access to the aforementioned properties.
- 6.2.8 Based on the observations and site inspection by the Section: Economic Development & Tourism, Mr Hanekom was using Farm No. 502V for grazing purposes, whilst Mr Arendse had used the portion allocated to him through the exchange agreement to farm with herbs and vegetables and had thus commenced his farming activity of this portion.
- 6.2.9 Both properties have respective water rights allocated with Farm No. 502S having access to 7,9ha water and Farm No. 502V having 8ha of water.
- 6.2.10 The major concern at this stage, other than the breach of lease agreement by both parties, is the fact that funding was approved in the amount of R3 million for Mr Arendse on Farm No. 502S by Elsenburg. Thus, should the improvement be implemented it would be based on the exchange agreement, in the property of Mr Hanekom, as he is the rightful lessee on Farm No. 502S.
- 6.2.11 It is therefore imperative that Council based on the exchange agreement wholly allocate Farm No. 502S, Stellenbosch, in the extent of 23,26ha with the 7,9ha of water to Mr Arendse for the remainder of his lease period of 9 years and 11 months, calculated from 01 January 2020; and that Council wholly allocate Farm No. 502V, Stellenbosch Division, in the extent of 21,6ha with 8ha of water to Mr Hanekom for the remainder of his lease until 31 March 2041. Both parties' lease agreement must remain the same, which include the rental amount.
- 6.2.12 It must however be noted, that the Section: Property Management with the assistance of the Department: Development Planning must be tasked to register a right-of-way servitude over Farm No. 502S, Stellenbosch Division in favour of Farm No(s). 502T and 502V, this right-of-way servitude, and that the cost of the maintenance of such servitude road be at the cost of the Lessor, in this case Stellenbosch Municipality.
- 6.2.13 The Department further proposes that Messrs Hanekom and Arendse be informed of the proposal of the exchange of the lease portions, based on the agreement entered into between the parties, and that after conclusion that the Municipal Manager be authorised to undertake such amended lease agreements with both parties.

### **6.3 Financial Implications**

There are no financial implications, as the proposed recommendations note that the original terms in respect of monetary obligations will remain the same. The cost for registration of the required servitude, is operational cost, and may be seen as insignificant and may be financed through the current operational budget for the Section: Property Management.

#### 6.4 Legal Implications

The legal implications are contained within the Section 6.1 and 6.2 of this report. The Department is thus of the opinion that should both or either party object to the proposed recommendations, that both parties were in any event in breach of the respective lease agreement, and provide grounds for such lease agreement to be terminated and / or cancelled.

#### 6.5 Previous / Relevant Council Resolutions:

The 30<sup>th</sup> Council meeting dated 28 August 2019 resolved the following:

- (a) *that Council notes the process undertaken and the final recommended outcomes as listed below.*

No	Portion	Size (ha)	Water (ha)	Highest scorer	Recommended
5	502 V	21.6	8	Hylton P Arendse	That Hylton P. Arendse be the preferred applicant for 502 V.
13	502 AP	7	2	Chris Jacobs	That Chris Jacobs be the preferred applicant for 502 AP and AM. The two pieces of land lay adjacent to each other and will make economic sense to farm as one unit
12	502 AM	8.56	3	Chris Jacobs	
4	502 AW	6	0	Bradley Cortereal	That Bradley Cortereal be the preferred applicant for 502 AW.
	502 AU	8.9		Re advertise for beekeeping	Portion 502AU is regarded as a nature conservation area by Cape Nature, the only farming purpose this land could be utilized for is beekeeping as the property is overgrown by fynbos.
	502 M	5.1	3	Re advertise 502 M & 502 W as one unit	The portion is located next to 502W, and should be utilised as a water resource for 502M as it is a wetland area, which will not be suitable for farming on its own.
	502 W	9	3		
5	502 BFN	15.5	6	Elsenburg Khoisan Farmers	That Elsenburg Khoisan Farmers be the preferred applicant for 502BFN. More than 10ha of land have been already allocated to both Hilton Arendse and Chris Jacobs.
18	619/1	26	0	Jeremy van Niekerk	That Jeremy van Niekerk be the preferred applicant for 619/1. More than 10ha of land have been already allocated to both Chris Jacobs and Elsenburg Khoisan Farmers.
27	279 BN	25.3	0	Re-advertised	Recommended to be re-advertised.
	165/1	10.5	0	Re-advertised	No responsive application was received for this portion of land. The land in its current state should be utilised for grazing purposes Recommended to be re-advertised

- (b) *that the Policy be reviewed to address the unintended consequences; and*

- (c) *that the Administration continue with the implementation of the Policy in regard to vacant land.*

## 6.6 Risk Implications

The risks associated with the recommendations has been noted throughout the report.

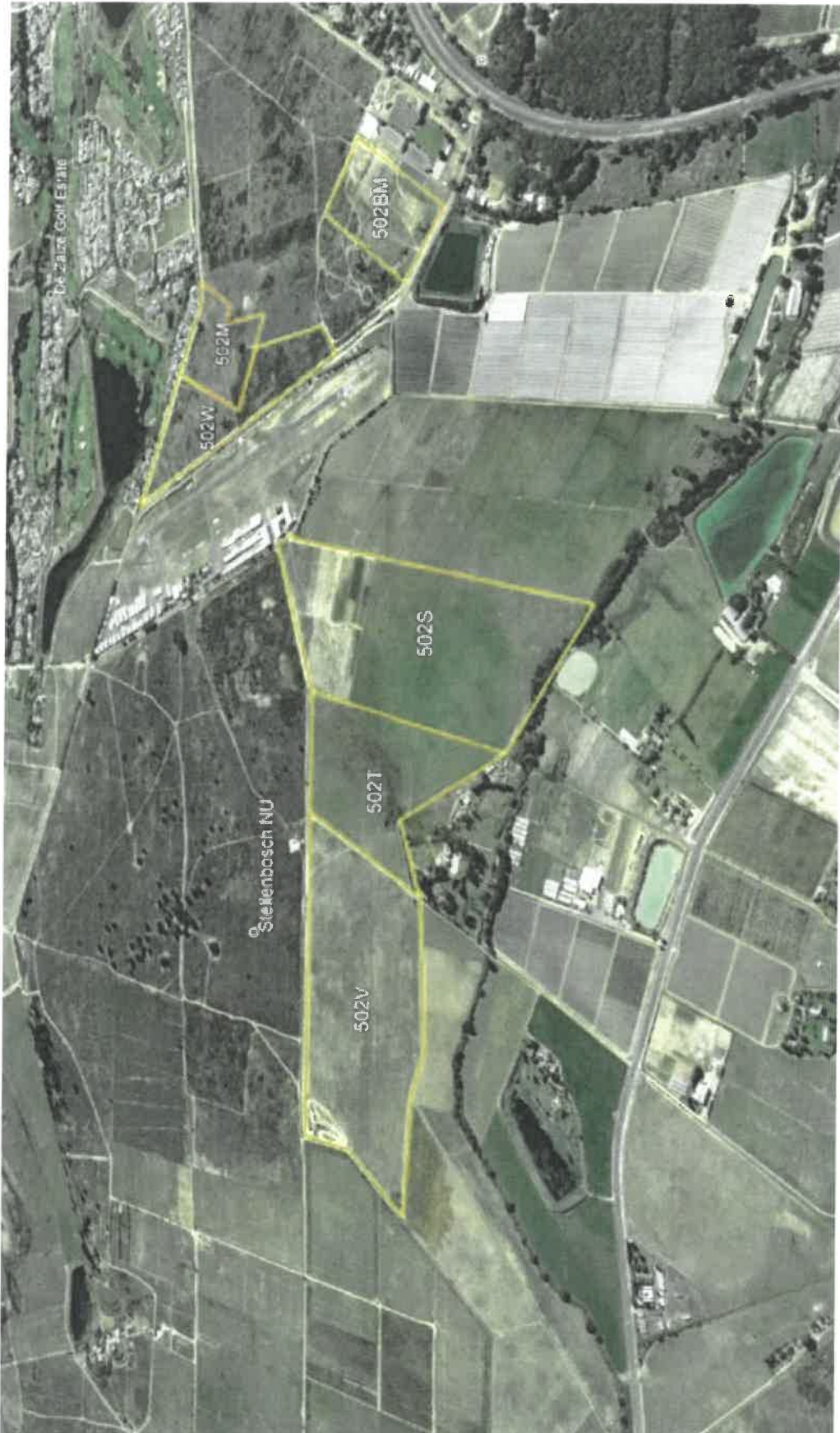
## APPENDICES

- Appendix 1: Locality Maps and Diagram for the subject Properties
- Appendix 2: Lease Agreement Between Stellenbosch Municipality and Gielie Hanekom Familie Trust
- Appendix 3: Lease Agreement Between Stellenbosch Municipality and Hylton P Arendse
- Appendix 4: Exchange of Land Agreement Between Gielie Hanekom Familie Trust and Hylton P Arendse
- Appendix 5: Confirmation of Funding Approval from Elsenburg dated 06 August 2021
- Appendix 6: Affidavit from Mr Arendse i.r.o. Exchange of Land Agreement

## FOR FURTHER DETAILS CONTACT:

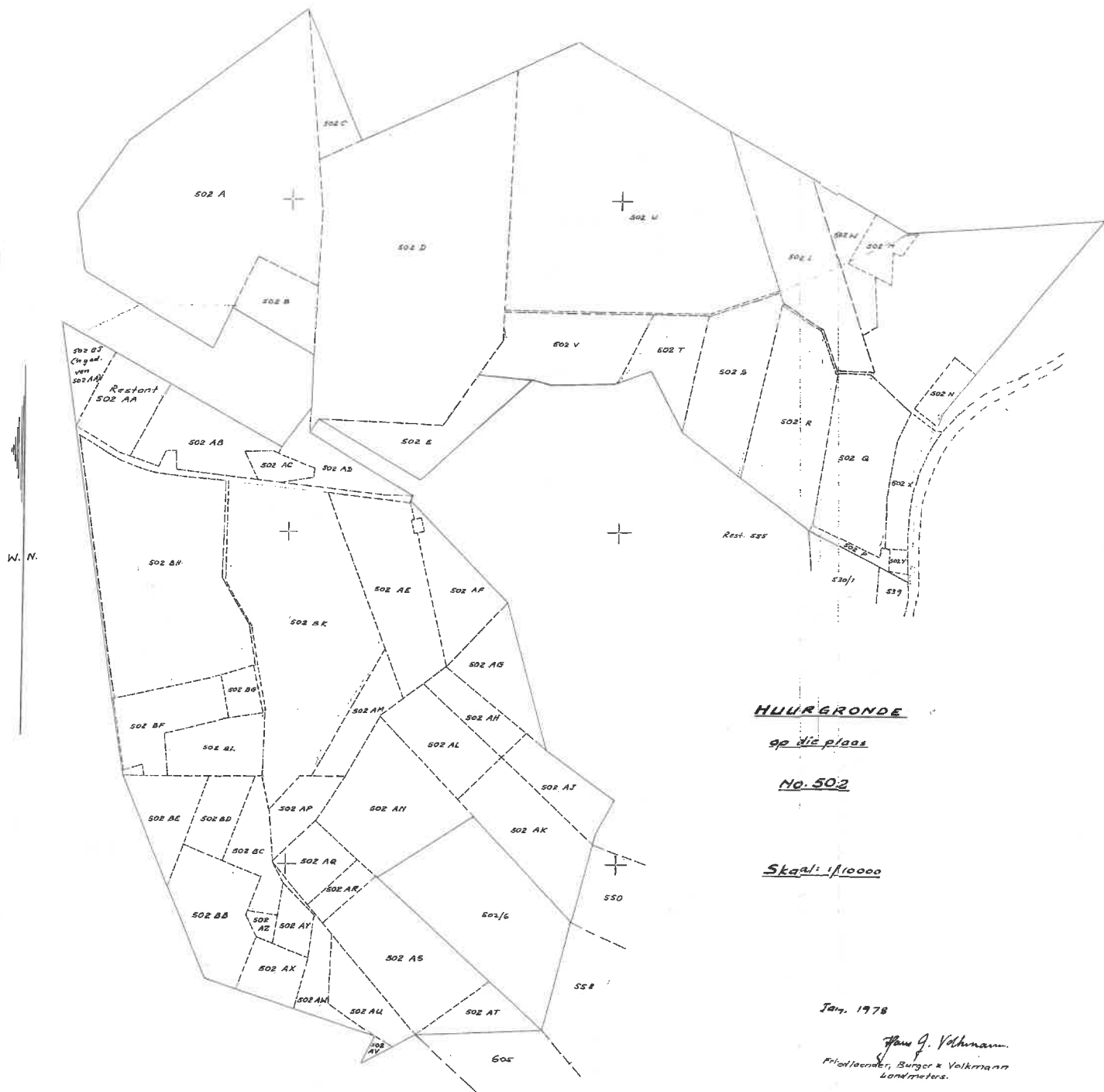
NAME	Craig Alexander Pr Pln
POSITION	Senior Manager: Development Planning
DIRECTORATE	Planning and Economic Development
CONTACT NUMBERS	021 808 8196
E-MAIL ADDRESS	Craig.alexander@stellenbosch.gov.za
REPORT DATE	01 September 2021

# APPENDIX 1





Huurgronde op 502 011



**HUURGRONDE**

op die plaats

No. 502

Skaal: 1/10000

Jan. 1978

Jan G. Volkmann  
Friedlaender, Burger & Volkmann  
Landmeters.

# APPENDIX 2

7/2/1/2/55

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A/5a/220

## MEMORANDUM VAN HUUROOREENKOMS

Aangeaan deur en tussen

**DIE MUNISIPALITEIT STELLENBOSCH**

hierin verteenwoordig deur

JACOBUS ABRAHAM MOUTON VAN SCHOOR  
GERHARDUS MATTHYS STRYDOM EN ~~ERASMUS PETRUS SMITH TALJAARD~~  
in hul onderskeie hoedanighede as Uitvoerende Hoof/Stadsklerk en/of Burgemeester van  
gemelde Munisipaliteit

("die VERHUURDER")

en **GJ HANEKOM**

hierin verteenwoordig deur

as synde die gevolmagdigde verteenwoordiger ingevolge 'n besluit van die

gedateer                      waarvan 'n afskrif as Bylae A aangeheg is.

("die HUURDER")

**NADEMAAL** die VERHUURDER die eienaar is van die eiendom bekend as

**PLAAS NO 502 S**

**GROOT 23,60 HEKTAAR**

soos aangedui op die aangehegte kaart

("die EIENDOM")



**EN NADEMAAL** die **VERHUURDER** begerig is om die **EIENDOM** aan die **HUURDER** te verhuur en om 'n gedeelte van die verhuurde eiendom te laat inlys ooreenkomstig die bepalinge van die Besproeiingsraad ("die **BESPROEIINGSRAAD**") vir daardie distrik geproklameer by die Theewaterkloof Staatswaterskema ("die **SKEMA**") kragtens die bepalinge van die Waterwet, Nr 54 van 1956 ("die **WET**")

**EN NADEMAAL** die **HUURDER** begerig is om die **EIENDOM** te huur en om die waterregte wat as gevolg van sodanige inlysting ten opsigte van die verhuurde eiendom verkry word, op die verhuurde eiendom aan te wend

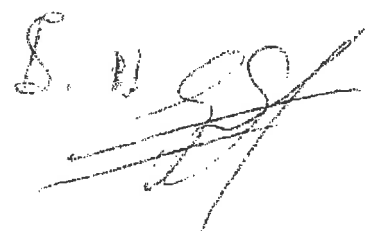
**EN NADEMAAL** die verhuring van die **EIENDOM** aan die **HUURDER** sowel as die inlystingsvoorwaardes op 'n vergadering van die Stadsraad gehou op 1990-05-15 (item 3.1.B) goedgekeur is.

#### **NOU DERHALWE KOM DIE PARTYE ONDERLING SOOS VOLG OOREEN**

##### **1           TERMYN VAN VERHURING**

Die **VERHUURDER** verhuur hiermee aan die **HUURDER** die **EIENDOM** wat deur die **HUURDER** in huur aangeneem word vir 'n tydperk wat begin op die eerste (1) dag van April 1991 en afsluit op die 31ste dag van Maart 2041 dog is steeds onderworpe aan die bepalinge van subklousules 4.4 (laat betaling), 13.1 (sessie), klousule 20 (opsegging) en die bepalinge van Bylae B hiervan.

- 2** Die **VERHUURDER** onderneem om alles te doen, of te laat doen, om **7,9** hektaar van die **EIENDOM**, of sodanige kleinere gedeelte wat goedgekeur mag word, soos uitgewys tussen die partye, kragtens die bepalinge van die Wet by die **SKEMA** te laat inlys vir die verkryging van besproeiingswater soos deur die Besproeiingsraad per hektaar toegesê.



- 3 Die **HURDER** sal geregtig wees om gedurende die huurtermyn in klousule 1 bepaal die waterregte wat as gevolg van sodanige inlysting verkry word ten opsigte van die verhuurde eiendom, op die verhuurde eiendom aan te wend op sodanige wyse soos goedgekeur deur die **VERHUURDER** en onderhewig aan alle terme en voorwaardes kragtens die bepalings van die Wet, of andersins bepaal, welke terme en voorwaardes aan die **HURDER** bekend is.
- 4 **HURGELD, MUNISIPALE BELASTING EN INLYSTINGSKOSTE**
- 4.1 Die **HURDER** betaal eenmalig voor of op die 30ste dag van April 1992 by die kantoor van die Stadstesourier die bedrag van [REDACTED] (welke bedrag bereken is vir die tydperk vanaf die datum waarop die ooreenkoms 'n aanvang neem tot die 31ste dag van Maart 1993. Die **HURDER** betaal daarna jaarliks voor of op die 31ste dag van Maart van elke daaropvolgende jaar die basiese huurgeld plus verhoging plus addisionele huurpremie soos bereken volgens die voorwaardes wat as Bylae B hierby aangeheg is;
- 4.2 Die **HURDER** sal verder aanspreeklik wees om op aanvraag deur die **VERHUURDER** die volgende bedrae ("Inlystingsgeld") aan die **VERHUURDER**, of sy genomineerde, te betaal, naamlik:
- 4.2.1 enige en alle belastings, heffings en vorderings van welke aard en omvang ook al gehef te word deur die Besproeiingsraad vir die gebied wat jurisdiksie het oor die verhuurde eiendom, die Departement van Waterwese en Bosbou of enige ander owerheidsliggaam, vir of ten opsigte van, maar nie uitsluitend nie -
- 4.2.2.1 bedryfs- en onderhoudskoste van die watervoorsieningskema;
- 4.2.2.2 administratiewe koste;
- 4.2.2.3 verpligte bydraes ten opsigte van 'n reserwefonds;
- 4.2.2.4 verpligte bydraes tot die Waternavorsingsraad;
- 4.2.2.5 die aankoopprys van water uit die **SKEMA**;

6/9/92

S. A. [Signature]

- 4.2.2.6 voorlopige uitgawes en tussentydse heffings wat deur die Besproeiingsraad en/of die Departement van Waterwese en Bosbou, opgelê word; en
- 4.2.2.7 die VERHUURDER beskou die voorlegging van 'n rekening van die Besproeiingsraad en/of die Departement van Waterwese en Bosbou as afdoende stawende bewys van die bedrag wat deur die HURDER verskuldig is, opvallende foute en weglatings uitgesluit
- 4.3 Die VERHUURDER kan, indien nodig, vereis dat die HURDER 'n bankwaarborg of ander garansie verskaf wat vir die VERHUURDER aanneemlik is ten opsigte van die huurgeld en inlystingsgelde wat betaalbaar is, en in die geval van 'n HURDER wat 'n maatskappy, beslote korporasie of trust is, sal die direkteure, Iede of trustees daarvan skriftelik, gesamentlik en afsonderlik, as borge en mede-hoofskuldenare aanspreeklik wees vir die huurgeld en inlystingsgelde wat betaalbaar is.
- 4.4 Enige huurgeld of inlystingsgelde wat na die vervaldatum in subklousule 4.1 en 4.2 vermeld deur die HURDER aangebied word, indien die VERHUURDER dit aanvaar, is onderworpe aan 'n rente wat maandeliks vooruit bereken sal word teen die standaardrentekoers soos artikel 214 van die Munisipale Ordonnansie, Ordonnansie nr 20 van 1974, soos gewysig of *enige ander toepaslike ordonnansie van tyd tot tyd bepaal* ten opsigte van elke maand of gedeelte daarvan.
- 4.5 Dit is 'n spesiale voorwaarde van hierdie ooreenkoms dat die VERHUURDER die reg voorbehou om hierdie ooreenkoms summier te kanselleer, sonder enige voorafgaande skriftelike kennisgewing, indien die HURDER sou versuim om enige verskuldigde huur- of inlystingsgeld binne sewe dae vanaf die vervaldatum te vereffen, en so 'n kansellering affekteer generwyse die reg van die VERHUURDER om enige bedrag wat die HURDER skuld of verskuldig mag word van hom te vorder nie.

- 4.6 Die **HUURDER** sal aanspreeklik wees om die belasting deur die Stadsraad op die **EIENDOM** gehef te betaal, onderworpe aan die voorwaardes en vereistes soos bepaal mag word in terme van die Munisipale Ordonnansie, Ordonnansie nr 20 van 1974, soos gewysig of enige ander vervangende of toepaslike ordonnansie.

5 **STREEKSDIENSTERAADHEFFING**

Die **HUURDER** onderneem om alle heffings wat deur die Streeksdiensteraad op die **EIENDOM** gehef word, regstreeks aan daardie owerheid te betaal.

6 **MYN- EN ANDER REGTE**

Die **VERHUURDER** behou voor alle regte op metale, minerale, steenkool, klip van alle soorte, klei en gruis, met inbegrip van die reg van toegang tot die eiendom te alle tye om sodanige metale, minerale of steenkool te myn of om klei, gruis en klip te verwyder, onderworpe aan 'n vermindering van die huurgeld in verhouding tot die oppervlakte wat deur die **VERHUURDER** vir sodanige mynwerk of verwydering teruggeneem word.

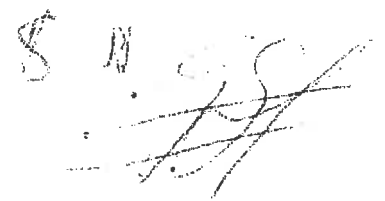
7 **BESKERMING VAN BOME**

- 7.1 Alle bome, wingerde of dergelike verbeteringe op die verhuurde perseel bly die eiendom van die **VERHUURDER** en mag nie deur die **HUURDER** beskadig of verwyder word nie.
- 7.2 Die **HUURDER** moet die geskrewe toestemming van die **VERHUURDER** vooraf verkry vir die verwydering van enige bome, wingerde en dergelike verbeteringe op 'n terrein wat hy vir verbouing nodig het, en as sodanige toestemming verleen word, behou die **VERHUURDER** die reg voor om oor die hout vir sy eie voordeel te beskik.

- 7.3 Die VERHUURDER behou die reg voor om deur sy amptenare periodieke inspeksies van bome, wingerde en dergelike verbeteringe op die eiendom uit te voer en om sodanige stappe ter beskerming daarvan te neem as wat hy nodig mag ag.
- 7.4 Die VERHUURDER behou die reg voor om self enige bome op die eiendom wat nie deur die HUURDER aangeplant is nie, te kap en te verwyder, en hiervoor het hy vrye toegang tot die eiendom.
- 7.5 Die HUURDER onderneem om geen mak wingerdstokke op die eiendom te plant nie, en enige wynkwota wat deur die Ko-operatiewe Wijnbouwers Vereniging van Zuid-Afrika Beperk, aan die EIENDOM toegeken is, mag onder geen omstandighede met enige ander kwota gekonsolideer word nie, tensy die VERHUURDER dit vooraf goedkeur, met of sonder bepaalde voorwaardes.

## 8 WATERBRONNE

- 8.1 Die VERHUURDER waarborg geen voorraad van oppervlakte- of ondergrondse water nie.
- 8.2 Die HUURDER onderneem om nie met fonteinne of met die natuurlike vloei van oppervlakte afloopwater in te meng nie deur kanale, vore of damme te bou of om enige ander werke uit te voer sonder die voorafverkreë skriftelike toestemming van die VERHUURDER nie, en vir die toepassing van hierdie subklousule is 'n opinie van die betrokke Staatsdepartemente en/of onderafdelings daarvan bindend en finaal.
- 8.3 Die VERHUURDER behou die reg voor om water op die EIENDOM op te gaar of om die gebruik van water uit fonteinne of strome te beperk, indien sodanige opgaring of beperking na sy mening noodsaaklik is ter beskerming van die regte van derde partye.
- 8.4 Die HUURDER onderneem om alle strome, fonteinne of opgaardamme teen besoedeling te beskerm, en om sodanige instruksies uit te voer as wat die VERHUURDER periodiek te dien einde mag uitreik.



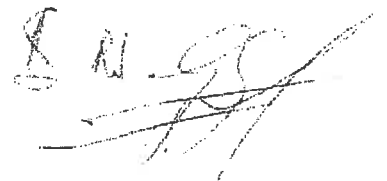
9 **GRONDBEWARING**

- 9.1 Die **HURDER** onderneem om die **EIENDOM** te gebruik deur die verbouing van die grond op 'n versigtige en sorgsame wyse, en ook om verswakking van die natuurlike vrugbaarheid en kwaliteit teen te werk.
- 9.2 Die **HURDER** onderneem om gronderosie teen te werk en om stiptelik uitvoering te gee aan die bepalinge van enige grondbewaringskema wat volgens wet op die **EIENDOM** van toepassing mag wees, en te dien einde behou die **VERHUURDER** die reg voor om periodieke instruksies uit te reik.
- 9.3 Die **VERHUURDER** behou die reg voor om sodanige werke uit te voer as wat hy nodig mag ag vir die bestryding van gronderosie, en wel op die koste van die **HURDER** as laasgenoemde versuim om dit op die **VERHUURDER** se versoek te doen.
- 9.4 Die **HURDER** onderneem om geen sand, grond of gruis vanaf die **EIENDOM** vir verkoping of gebruik elders te verwyder nie.
- 9.5 Die **HURDER** onderneem om toe te sien dat geen vullis, rommel of afval op die **EIENDOM** gestort word nie.

10 **SKADELIKE GEWASSE**

- 10.1 Die **HURDER** onderneem om die **EIENDOM** van skadelike gewasse skoon te hou.
- 10.2 Die **VERHUURDER** behou die reg voor om sodanige stappe as wat hy dienlik mag ag, te doen ter verwydering van dergelike geproklameerde onkruid, en wel op die koste van die **HURDER** ingeval laasgenoemde versuim om dit op die **VERHUURDER** se versoek te doen.





**11 BRANDBESTRYDING**

- 11.1 Die **HURDER** onderneem om die uiterste sorg uit te oefen ter beskerming van die **EIENDOM** teen veldbrande, en die **VERHUURDER** kan vereis dat die **HURDER** op sy eie koste sodanige brandpaaie bou as wat die **VERHUURDER** nodig mag ag.
- 11.2 Die **HURDER** is aanspreeklik vir vergoeding aan die **VERHUURDER** vir enige uitgawe aangegaan om brande te voorkom of te blus. Brandskade aan bome of ander plante op die **EIENDOM** wat aan die **VERHUURDER** behoort, word deur 'n taksateur wat deur die **VERHUURDER** aangestel en wie se bevinding bindend is, bepaal, en aan die **VERHUURDER** deur die **HURDER** vergoed.

**12 OMHEINING**

- 12.1 Die **HURDER** is verantwoordelik vir die oprigting en koste van enige omheining wat hy vir die beskerming van sy oeste of diere op die **EIENDOM** nodig mag ag.
- 12.2 Omheining wat deur die **HURDER** opgerig word, kan binne een maand na die afloop van die huurooreenkoms verwyder word, maar die **VERHUURDER** kan uitstel vir sodanige verwydering verleen totdat die **EIENDOM** weer verhuur is om onderhandelinge met die opvolger vir die verkoping of oordrag daarvan moontlik te maak, met dien verstande dat die **VERHUURDER** eienaar van sodanige omheining word indien geen finale reëlings binne sestig dae vanaf die datum van herverhuring deur die **HURDER** getref is nie, en in so 'n geval is die **HURDER** nie geregtig tot enige vergoeding vir die omheining wat aldus deur hom verbeur is nie.

1

S. M. G. C.

- 13 **ONDERVERHUURING, SESSIES OF OORDRAGTE, ENS**
- 13.1 Die **HURDER** sal nie hierdie huurooreenkoms sedeur of oordra nie, en onderverhuur nie die **EIENDOM** of enige deel daarvan sonder die voorafverkreeë skriftelike toestemming van die **VERHUURDER** nie.
- 13.2 Die **VERHUURDER** kan 'n sertifikaat as bewys vereis dat 'n maatskappy, beslote korporasie of trust wat 'n **HURDER** is, wel as sodanig geregistreer is.
- 13.3 Dit word op rekord geplaas dat die **VERHUURDER** toestemming verleen vir die sessie en delegasie van hierdie huurkontrak aan en ten gunste van 'n erfgenaam of erfgename van die **HURDER** as sodanig deur die **HURDER** benoem.
- 13.4 By verandering van die beherende aandeelhouding of beherende belange in 'n maatskappy of beslote korporasie wat 'n **HURDER** is, of by verandering van direkteure of by likwidasie van die maatskappy of beslote korporasie of ingeval die maatskappy of beslote korporasie onder geregtelike bestuur geplaas word, bly die oorspronklike borge ten behoeve van die maatskappy of beslote korporasie gesamentlik en afsonderlik en as mede-hoofskuldenaars teenoor die **VERHUURDER** aanspreeklik, tensy die **VERHUURDER** op skriftelike aansoek van die **HURDER** toestem tot vervanging van sodanige borge.
- 13.5 Verandering van die beherende aandeelhouding of beherende ledebelaag, direkteure of trustees van 'n maatskappy, beslote korporasie of 'n trust wat 'n **HURDER** is, word geag 'n onderverhuuring te wees.
- 14 **GEBOU EN STRUKTURELE VERBETERINGE**
- 14.1 Enige gebou of strukturele verbeteringe wat op die **EIENDOM** by die aanvang van die huurooreenkoms bestaan, of mettertyd gedurende die huurtermyn opgerig mag word, sal deur die **HURDER** op sy eie koste hetsy binne of buite in 'n goeie toestand gehou word en wel tot die bevrediging van die **VERHUURDER** en indien die **HURDER** versuim om dit te doen kan die **VERHUURDER** sodanige reparasies as wat hy nodig mag ag, laat aanbring terwyl die **HURDER** vir die uitgawe aanspreeklik bly.

- 14.2 Geen nuwe gebou, struktuur of ander permanente verbetering sal op die EIENDOM aangebring, opgerig of uitgevoer word sonder die voorafverkreë skriftelike toestemming van die VERHUURDER nie, en sonder dat bouplanne ten opsigte van sodanige verbeteringe vooraf deur die VERHUURDER goedgekeur is nie en laasgenoemde kan gelas dat sodanige gebou, struktuur of verbetering wat inderdaad sonder sy skriftelike goedkeuring en toestemming opgerig, aangebring of gebou is deur die HUURDER op sy eie koste verwyder word.
- 14.3 Goedgekeurde verbeteringe van 'n permanente aard sal deur die HUURDER op sy eie risiko aangebring of opgerig word.
- 14.4 Die VERHUURDER sal enige geboue of ander verbeteringe wat by die aanvang van die huurtermyn op die EIENDOM is in sy uitsluitlike diskresie teen skade verseker en sodanige versekering instand hou, met dien verstande dat die HUURDER verantwoordelik sal wees vir die volle kostes en premies verbonde aan sodanige versekering, en die VERHUURDER sal derhalwe die kostes en premies direk van die HUURDER vorder.
- 14.5 Indien die VERHUURDER kontant van 'n versekeringsmaatskappy sou ontvang ter vergoeding van 'n eis ten opsigte van skade aan enige verbetering op die EIENDOM soos in subklousule 14.4 van hierdie ooreenkoms genoem, kan hy die verbetering herstel of die kontant hou, na gelang hy dit dienlik ag.
- 14.6 Behuising kan, met behoud van die bepalings van subklousules 14.1, 14.2, 14.3 en 14.4 van hierdie ooreenkoms aan werkers wat die HUURDER op die EIENDOM in diens het, met inbegrip van hul onmiddellike afhanklikes, op die EIENDOM voorsien word, onderworpe aan die voorafverkreë skriftelike toestemming van die VERHUURDER, en die stiptelike nakoming van die bepalings en vereistes van die toepaslike wetgewing met betrekking tot behuising.
- Enige plakkery op die EIENDOM is ten strengste verbode.
- 14.7 Die HUURDER sal geen reg of aanspraak hê of vergoeding kan eis ten opsigte van verbeteringe, met inbegrip van landboukundige verbeteringe wat tydens die huurtermyn op die EIENDOM aangebring is nie, en die VERHUURDER behou die reg voor om, by beëindiging van hierdie ooreenkoms ingevolge die

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bepalings van klousule 3, subklousules 4.4, 20.1.1, 20.1.2 en 20.2 of andersins volgens sy eie diskresie en goeiddunke te besluit of die VERHUURDER bereid is om die HUURDER enigsins te vergoed vir sodanige verbeteringe. Voorts kan die VERHUURDER in die alternatief toestem tot die verwydering van enige verbetering binne 'n tydperk soos deur die VERHUURDER voorgeskryf, by gebreke waarvan die HUURDER enige reg op verwydering van sodanige verbeteringe of enige verdere aanspraak van watter aard ookal sal verbeur, ten gevolge waarvan die betrokke verbeteringe sonder enige aard van vergoeding die EIENDOM van die VERHUURDER word.

## 15 BAKENS

15.1 Deur die huurooreenkoms te onderteken erken die HUURDER dat hy bewus is van die werklike ligging van alle bakens wat die EIENDOM se grense bepaal en enige onkunde of misverstand aan sy kant in hierdie verband raak nie die geldigheid van die huurooreenkoms of maak hom nie geregtig tot 'n vermindering van die huurgeld of tot kompensasie in enige vorm nie.

15.2 Indien enige bakens wat die grense van die EIENDOM bepaal na ondertekening van hierdie ooreenkoms nie gevind kan word nie, is die HUURDER aanspreeklik vir alle opmetings- en ander kostes verbonde aan die herplasing van sodanige bakens.

## 16 PAAIE

Die HUURDER onderneem om alle bestaande paaie op die EIENDOM in 'n goeie toestand te hou, en voorts om geen verdere paaie te bou of oop te maak sonder die voorafverkreë skriftelike toestemming van die VERHUURDER nie.

**17 INSPEKSIES**

Die gemagtigde amptenare van die VERHUURDER kan te eniger tyd die EIENDOM betree om sodanige inspeksies as wat hulle nodig mag ag, uit te voor en om vas te stel of die voorwaardes en bepalinge van die huurooreenkoms stiptelik nagekom word.

**18 ADVERTENSIE TEKENS**

Die HUURDER sal geen advertensietekens hoegenaamd op die EIENDOM oprig nie, en sal ook nie toelaat dat sulke tekens opgerig word sonder die voorafverkreë skriftelike toestemming van die VERHUURDER nie.

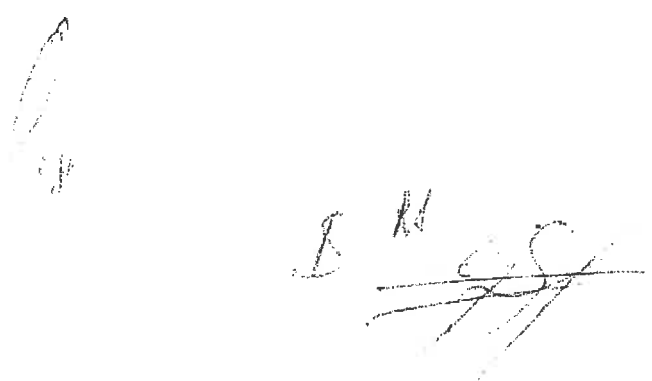
**19 ERFDIENSBAARHEID EN VERJARING**

19.1 Die huur is onderworpe aan enige erfdiensbaarheid wat aan die EIENDOM kleef, en as dit te eniger tyd sou blyk dat die VERHUURDER nie daartoe geregtig was om die EIENDOM of enige deel daarvan te verhuur nie, het die HUURDER geen eis vir skadevergoeding behalwe dat die huurgeld *pro rata* verminder word ten opsigte van daardie deel van die EIENDOM wat nie vir okkupasie of gebruik deur die HUURDER beskikbaar is nie.

19.2 Die HUURDER erken hiermee dat hy geen aanspraak op eiendomsreg by wyse van verjaring ten opsigte van die EIENDOM wat verhuur word sal verkry nie.

**20 OPSEGGING EN BEÏNDIGING VAN HUUROOREENKOMS**

20.1 Die VERHUURDER kan, sonder om afbreuk te doen aan enige bepaling of vereistes van hierdie ooreenkoms, met spesifieke verwysing na die bepalinge van klousule 4 hiervan, en nadat 'n skriftelike kennisgewing op die HUURDER beteken is, hierdie ooreenkoms beëindig -

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- 20.1.1 indien die HURDER versuim om enige voorwaarde of bepaling ten opsigte van hierdie ooreenkoms na te kom; of
- 20.1.2 indien die VERHUURDER daarvan oortuig is dat die HURDER die grond op onbehoorlike of onverantwoordelike wyse benut; of
- 20.1.3 indien die VERHUURDER daarvan oortuig is dat die HURDER deur sy handeling op die EIENDOM 'n oorlas vir ander uitmaak; of
- 20.1.4 indien die HURDER teenstrydig met enige bepaling van die soneringskema van die Munisipaliteit van Stellenbosch afgekondig by PK 73 van 1979-07-20, soos vervang of gewysig, optree; of
- 20.1.5 indien die EIENDOM in sy geheel of gedeeltelik vir *bona fide* munisipale doeleindes, waarby dorpsstigting ingesluit is, benodig word

met dien verstande dat 'n grasiëperiode van hoogstens een (1) jaar in die gevalle soos in subklousules 20.1.1; 20.1.2; 20.1.3; 20.1.4 en 20.1.5 genoem aan die HURDER verleen word, ten einde die HURDER in staat te stel om die oeste wat op daardie stadium uitstaande mag wees te in, op voorwaarde dat die HURDER gedurende die grasiëperiode aan al die bepalings en vereistes van hierdie ooreenkoms, of ander voorwaardes wat die VERHUURDER in hierdie verband mag stel moet voldoen, by gebreke waarvan die toegestane grasiëperiode sonder verdere kennisgewing deur die VERHUURDER, in sy uitsluitlike diskresie, in heroorweging geneem sal word.

- 20.2 die HURDER kan, sonder om afbreuk te doen aan enige bepaling of vereiste van hierdie ooreenkoms, met spesifieke verwysing na subklousules 4.1, 4.2, 4.3 en klousule 24, hiervan, en nadat 'n skriftelike kennisgewing van ses (6) maande

deur die **HUURDER** aan die **VERHUURDER** gegee is, hierdie ooreenkoms beëindig.

21 **SKADELOOSSTELLING**

Die **HUURDER** onderneem hierby om die **VERHUURDER** te vrywaar en gevrywaar te hou teen alle gedinge, stappe, eise, vorderings, koste, skadevergoeding en uitgawes wat gehef, gebring of gemaak mag word teen die **VERHUURDER** of wat die **VERHUURDER** mag betaal, opdoen of aangaan as gevolg van enige handeling of versuim aan die kant van die **HUURDER**, sy werknemers of persone wat onder sy beheer handel.

22 **KOSTE VAN OOREENKOMS**

22.1 Alle kostes wat deur die **VERHUURDER** aangegaan is vir die voorbereiding en opstel van hierdie ooreenkoms, plus die koste van die verhuringsadvertensie, opmetingskoste en ander toevallige uitgawes sal deur die **HUURDER** gedra word, en die **HUURDER** kan nie die korrektheid van die bedrag wat deur die **VERHUURDER** in hierdie verband geëis word, betwis nie.

22.2 Die huurooreenkoms sal slegs op die uitdruklike versoek van die **HUURDER** en op sy koste notarieël verly en in die akteskantoor geregistreer word. Die **HUURDER** moet in sodanige geval 'n deposito betaal soos deur die **VERHUURDER** bepaal ten opsigte van die kostes hierbo vermeld.

23 **ARBITRASIE**

23.1 Enige geskil wat te eniger tyd tussen die partye mag ontstaan in verband met enige aangeleentheid voorspruitende uit hierdie ooreenkoms, sal onderwerp word aan en besleg word deur arbitrasie.

*[Handwritten signature]*

*[Handwritten signature]*



- 23.2 Iedere sodanige arbitrasie moet plaasvind -
- 23.2.1 te Stellenbosch;
- 23.2.2 op 'n informele summiere wyse sonder enige pleitstukke of blootlegging van dokumente en sonder die noodsaaklikheid om aan die strenge reëls van die bewysreg te voldoen;
- 23.2.3 onverwyld, met die oog daarop om dit af te handel binne drie (3) maande vanaf die datum waarop die geskil na arbitrasie verwys is;
- 23.2.4 onderworpe aan die bepalings van die Wet op Arbitrasie, no 42 van 1986, of sodanige ander Arbitrasiewette as wat van tyd tot tyd mag geld, behalwe waar die bepalings van hierdie klousule anders voorskryf.

23.3 Die arbiter moet 'n persoon wees op wie deur die partye onderling ooreengekom is en, by onstentenis van 'n ooreenkoms, een aangestel deur die diensdoenende President van die Wetsgenootskap van die Kaap die Goeie Hoop.

23.4 Die partye kom hiermee onherroeplik ooreen dat die beslissing van die arbiter in sodanige arbitrasieverrigtinge finaal en bindend op hulle sal wees.

#### 24 INVORDERINGSKOSTE

Indien die **VERHUURDER** opdrag aan sy prokureurs sou gee om enige gelde wat kragtens hierdie ooreenkoms betaalbaar is, op die **HUURDER** te verhaal, is die **HUURDER** aanspreeklik vir die betaling van alle koste deur die **VERHUURDER** in hierdie verband aangegaan, bereken op 'n prokureur/klënt-basis.

*[Handwritten signature]*

*[Handwritten signature]*

25 **DOMICILIUM CITANDI ET EXECUTANDI**

Die domicilium citandi et executandi van die **HURDER** vir die toepassing van hierdie ooreenkoms is:

*Gowaly Lymech*

en die van die **VERHUURDER**

*Stadhuiskompleks, Pleinstraat, Stellenbosch*

GETEKEN TE STELLENBOSCH HIERDIE  
AS GETUIES

17 *September*  
DAG VAN 1992

1 *B. Bippel*

*[Signature]*  
**BURGEMEESTER**

2 *Lj Robinson*

*[Signature]*  
**UITVOERENDE  
HOOF/STADSKLERK**

GETEKEN TE STELLENBOSCH HIERDIE  
AS GETUIES

3 *September*  
DAG VAN 1992

1 *B. Bippel*

2 *Lj Robinson*

*[Signature]*  
**HURDER**

(#SPROEI/KONTRAK/II)

BYLAEB

**BELEID EN TOEPASSING VAN DIE HUURGELDBEREKENING**

- 1 (a) Vir die doeleindes van hierdie ooreenkoms word die huurgeld gebaseer op die onverbeterde waarde van die Landbougrond in welke geval die volgende woordbepaling van toepassing sal wees:

*"Onverbeterde grond"* - beteken grond soos in sy natuurlike staat, met of sonder natuurlike plantegroei, waarop geen spesifieke struik of gewasse voorkom en verbou word met die doel om dit te oes nie;

- 1 (b) die waarde van die onverbeterde Landbougrond sal deur die KWV bepaal word; en

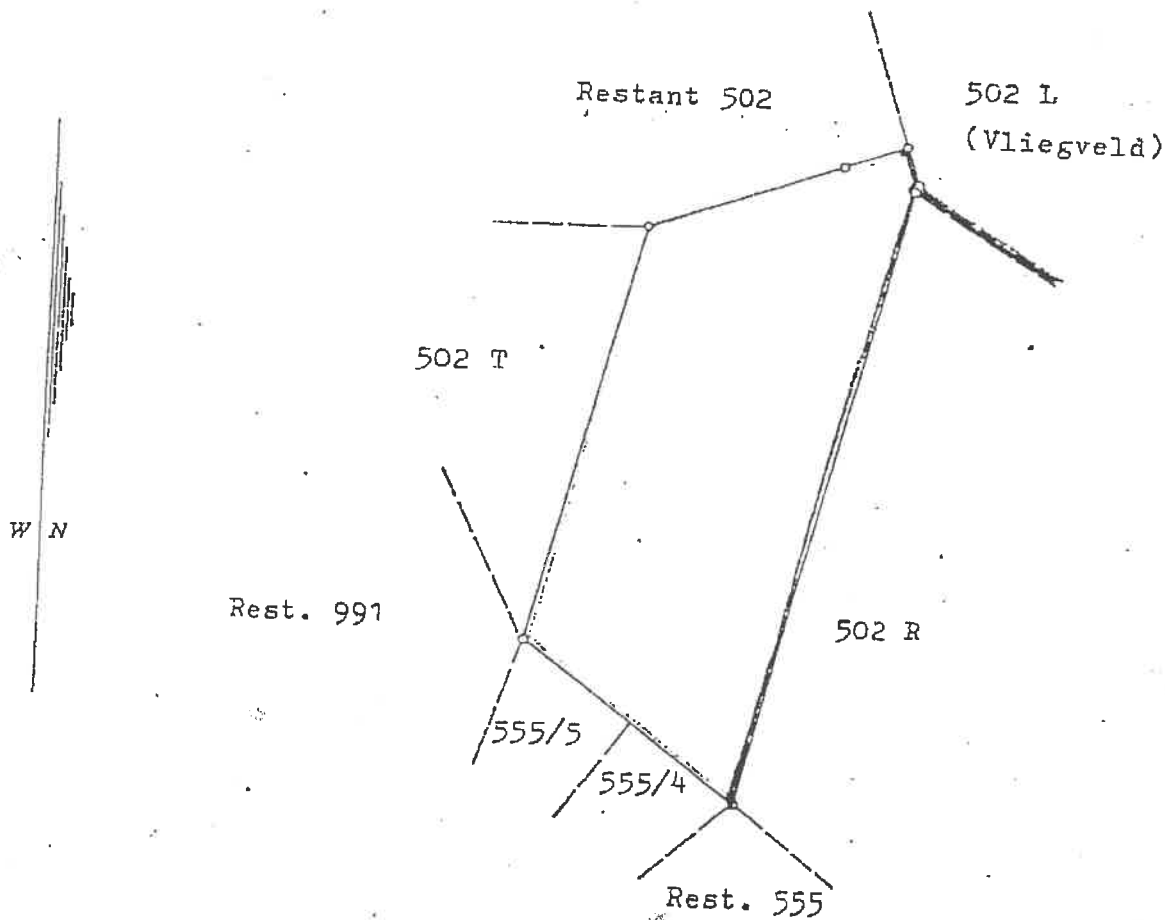
- 1 (c) vir die jaar 1989 word die waarde van die grond vasgestel op R7 200,00 per hektaar, waarop die Stadsraad 'n opbrengs van 5 % verwag.

2 **Huurgeld betaalbaar in eerste termyn van vyf (5) jaar**

- (a) Die jaarlikse basiese huurgeld ingevolge klousule 4.1 van die huurooreenkoms betaalbaar, is [redacted] per hektaar per jaar;
- (b) die basiese huurgeld sal [redacted] met 70 % van die styging van die ampelike verbruikersprysindeks soos op 31 Desember van die vorige jaar eskaleer, welke eskalاسie vanaf 1990-04-01 opgeskort word vir vyf (5) jaar of totdat die water beskikbaar is, watter gebeure ookal eerste plaasvind.

3 **Aangepaste huurgeld na vyf (5) jaar**

Die basis van die huurgeld sowel as die persentasie aanpassing soos beskryf in paragrawe 1 en 2 sal elke vyf (5) jaar herbepaal word ooreenkomstig die basis beskryf in par. 1 of op 'n ander basis waarop onderling ooreengekom word. Indien die partye nie konsensus kan bereik oor die huurgeld nie, sal sodanige kwessie verwys word vir arbitrasie ingevolge klousule 23 van die hoofooreenkoms.



Skaal: 1) 10 000

Die figuur a b c d e f g stel voor  
 23,6 ha (benaderd tot die naaste 1/2 ha) grond synde  
Munisipale Huurgrond Perseel 502 S

geleë in die Munisipaliteit en Afdeling Stellenbosch  
 Provinsie Kaap die Goeie Hoop.

Opgestel deur my in Junie 1980

*Janus G. Volkmann*  
 Landmeter.

Oorspronklike Kaart

Nr. 9133/57

T/A Stel F5-34

BH-8DCD

Burgemeester  
 Sladsklerk  
 Getuie 1. *B. D. Appel*  
 2. *G. J. ...*

*[Signature]*  
 Getuie 1. *B. D. Appel*  
 2. *[Signature]*

#### 4.1 Addisionele Huurpremie

Die HURDER sal vir dertig (30) jaar 'n vaste addisionele huur per hektaar per jaar betaal ter bestryding van die rente en delgingsbedrae, bereken teen 15 % per jaar, ten opsigte van die kapitale verpligting aangegaan ter vestiging van die waterreg op die EIENDOM. Die HURDER kan te eniger tyd met die VERHURDER onderhandel om die kapitale verpligting af te los voor die verstryking van 30 (DERTIG) jaar.

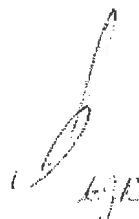
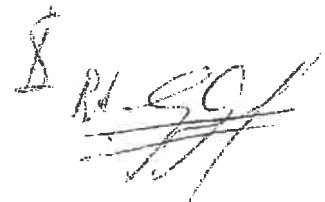
#### 4.2 Vergoeding by huuropsegging ten opsigte van bona fide munisipale behoeftes

Wanneer subklousule 20.1.5 in werking tree sal die volgende van toepassing wees:

- 4.2.1 indien die kapitale verpligting (*par 4.1 hierbo*) reeds ten volle deur die HURDER afgelos is, sal die kapitaalgedeelte daarvan op 'n streng pro rata-basis vergoed word in die verhouding waarin die onverstreke termyn ten opsigte van die kapitale verpligting tot die volle termyn van 30 (DERTIG) jaar (*par 4.1 hierbo*) staan; of
- 4.2.2 indien die kapitale verpligting nog nie ten volle deur die HURDER afgelos is nie, sal hy vanaf datum van kansellasië van hierdie ooreenkoms, van die betaling van verdere addisionele huurpremies kwytsgekeld word, met dien verstande dat sodanige kwytskelding slegs betrekking sal hê op bedrae wat nog in die toekoms verskuldig en betaalbaar sou word; en
- 4.2.3 die HURDER sal geregtig wees om vergoeding vir die direkte koste wat hy gehad het ten opsigte van die noodsaaklike infrastruktuur, beperkend tot pypleidinge, kleppe, krane en meters en die koste van die vestiging, koppeling en installing daarvan, wat as 'n direkte gevolg en gepaardgaande met die vestiging van die waterreg, op die verhuurde eiendom aangebring is. Die vergoeding sal soos volg bereken word:

die gemiddelde waardasie van 2 (TWEË) onafhanklike buitelanders van die historiese koste van die noodsaaklike infrastruktuur (soos hierbo beskryf) minus waardevermindering, bereken in gelyke paaielemente oor 'n periode van 20 (TWINTIG) jaar.

(#SPROEI/KONTRAK/II)

# APPENDIX 3



**STELLENBOSCH**  
STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

## **LEASE AGREEMENT**

Entered into by and between

**STELLENBOSCH MUNICIPALITY**

Herein represented by **Geraldine Mettler** in her capacity as

**Municipal Manager**, being duly authorised

(herein after called the **LESSOR**)

**AND**

**HYLTON P ARENDSE**

Herein represented by **Hylton Arendse** in his capacity as

**Lessee**, being duly authorised

(herein after called the **LESSEE**)

For the lease of Lease Farms 502V

(herein after called the **PROPERTY**)

H.A.

  
G.M.S.


## AGREEMENT OF LEASE

### 1. PARTIES

- 1.1 The parties to this lease are:-
- 1.1.1 (Stellenbosch Municipality) ("the LESSOR"); and
- 1.1.2 (Hylton Arendse) ("the LESSEE").

### 2. INTERPRETATION

- 2.1 In this lease agreement, except in a context indicating that some other meaning is intended,
- 2.1.1 "*the Lease Period*" means the period for which this lease subsists, including any period for which it is renewed;
- 2.1.2 "*month*" means a calendar month, and more specifically;
- 2.1.2.1 in reference to a number of months from a specific date, a calendar month commencing on that date or the same date of any subsequent month; and
- 2.1.2.2 in any other context, a month of the calendar, that is, one of the 12 months of the calendar, and "monthly" has the corresponding meaning;
- 2.1.3 "*the parties*" means the parties to this lease, and "party" means one of them;
- 2.1.4 "*the PROPERTY*" means Lease Farm 502V, with improvements, meaning 21.6 hectares;
- 2.1.5 "*the Rates*" means the assessment rates payable on the **PROPERTY**;
- 2.1.6 "*the Premises*" has the same meaning as the **PROPERTY**;
- 2.1.7 "*year*" means a period of 12 consecutive months, and "yearly" refers to a year commencing on the date on which the lease comes into operation or any anniversary of that date;
- 2.1.8 references to notices, statements and other communications by or from the **LESSOR** include notices by or from the **LESSOR's** agent;
- 2.1.9 expressions in the singular also denote the plural, and vice versa;

 H.A.  
 MS JM



- 2.1.10 words and phrases denoting natural persons refer also to juristic persons, and vice versa; and
- 2.1.11 pronouns of any gender include the corresponding pronouns of the other genders.
- 2.2 Any provision of this lease imposing a restraint, prohibition or restriction on the **LESSEE** shall be so construed that the **LESSEE** is not only bound to comply therewith but is also obliged to procure that the same restraint, prohibition or restriction is observed by everybody occupying or entering the Premises or any other part of the **PROPERTY** through, under, by arrangement with, or at the invitation of, the **LESSEE**, including (without limiting the generality of this provision) its Associates and the directors, members, officers, employees, agents, customers and invitees of the **LESSEE** or its Associates.
- 2.3 Clause headings appear in this lease for purposes of reference only and shall not influence the proper interpretation of the subject matter.
- 2.4 This lease shall be interpreted and applied in accordance with South African law.

3. **LETTING AND HIRING**

- 3.1 The **LESSOR** lets and the **LESSEE** hires the Farm 502 V on the terms of this lease for bona fide farming purposes only.

4. **DURATION**

- 4.1 This lease shall come into operation on 01 January 2020 and shall subsist for 9 years 11 months, notwithstanding the date of signature hereof.
- 4.2 Notwithstanding the above, should the **LESSOR** require the property for any *bona fide* municipal purposes, this agreement can be terminated by giving the **LESSEE** 6 months written notice, in which event the **LESSEE** will have no claim for compensation or otherwise against the **LESSOR**.
- 4.3 Notwithstanding the above, should the **LESSEE** want to terminate the agreement for whatever reason, it can do so by giving the **LESSOR** 3 month written notice, in which event the **LESSOR** will have no claim for compensation or otherwise against the **LESSEE**.
- 4.4 Upon expiring of the lease period, the **LESSEE** may apply for renewal of the lease. The **LESSOR** agrees not to unreasonably withhold /or deny the **LESSEE** a new lease period on the proviso that the farming business of the **LESSEE** functions to the satisfaction and approval of the **LESSOR**, and that the **LESSEE** does not stand in breach of any of the provisions in this Lease Agreement.

H.A.  
MS GM

**5. RENT**

5.1 The rent shall be

5.1.1 ~~£229 per month (inclusive of VAT) for the year ending 30 June 2020~~

5.1.2 On the 01<sup>st</sup> July 2020 the rental will be amended to reflect 20% of new market rents to be determined by the Municipal Council;

5.1.3 shall thereafter, on an annual basis escalate by CPI based on the 12 months from 01<sup>st</sup> July to 30<sup>th</sup> June of the previous year;

5.1.4 On the 01<sup>st</sup> July 2025 the rental shall be amended to reflect 20% of new market rents to be determined by the Municipal Council; and

5.1.5 shall thereafter, on an annual basis escalate by CPI based on the 12 months from 01<sup>st</sup> July to 30<sup>th</sup> June of the previous year

**6. PAYMENTS**

6.1 The rent payable by the **LESSEE** to the **LESSOR** in terms of this Agreement shall be payable monthly in advance.

6.2 The **LESSOR** shall have the right, notwithstanding any instruction given by the **LESSEE**, to appropriate any amount paid by the **LESSEE** hereunder to whatsoever indebtedness of the **LESSEE** as the **LESSOR** may decide upon in its absolute discretion.

**7. RATES**

7.1 It is specifically recorded that the **LESSEE** will be responsible for the payment of rate and taxes on the property as levied from time to time.

**8. ADDITIONAL CHARGES**

8.1 It is specifically recorded that the **LESSEE** will, in addition to the rent and rates, be responsible for the cost of water consumed on the property.

**9. INSURANCE**

9.1 It is specifically agreed that the **LESSEE** is responsible for insurance of any kind.

H.A.  
ms gm

**10. SUB-LETTING AND RELATED MATTERS**

- 10.1 The **LESSEE** shall not, without the **LESSOR's** prior written consent:
- 10.1.1 sub-let the whole or any part of the **PREMISES** or cede, assign, transfer, alienate, or otherwise dispose of any of its rights and/or obligations under this Lease or pledge or hypothecate this Lease;
- 10.1.2 give up, for either a definite period or at all, occupation or possession of the **PREMISES** or any part thereof to any person or permit any person whether as licensee, sub-tenant, agent, occupier, custodian or otherwise to take possession or occupation of the **PREMISES** or any part thereof either for a definite period or at all.

10.2 Should the **LESSEE** wish to sub-let the whole or any part of the **PREMISES** at any time during the currency of the Lease, then the **LESSEE** shall apply to the **LESSOR** in writing for its consent thereto given, in regard to the proposed sub-lease, the name of the sub-tenant, the guarantors if any of the sub-tenant date of commencement, the duration of the proposed sub-lease, the exact premises and the consideration payable there under. The **LESSOR** at its option may:

- 10.2.1 consent to the sub-lease, in which case the **LESSEE** may on receipt of written confirmation by the **LESSOR** sub-let the **PREMISES** or part thereof as the case may be in accordance with the written application submitted to the **LESSOR** in terms of this Clause 10.2, or
- 10.2.2 provided the proposed sub-tenant wishes to lease the whole of the **PREMISES**, give the **LESSEE** written notice of its intention to enter into a direct lease with the proposed sub-tenant in which event on the commencement date of the new written lease entered into between the **LESSOR** and the proposed sub-tenant this Lease shall be cancelled and of no further force or effect, provided that such cancellation shall in no way detract from the **LESSOR's** rights to enforce performance of any obligations of the **LESSEE** arising, prior to the date of cancellation, or the **LESSOR's** rights to recover arrear payments from the **LESSEE**.

**11. MAINTENANCE BY THE LESSOR**

- 11.1 It is specifically recorded that the **LESSOR** has no maintenance obligations with regard to the property.

**12. OBLIGATIONS OF LESSEE**

- 12.1 The **LESSEE** shall remove alien and/or invasive plants, failure of which will lead to the municipality removing such plants and the **LESSEE** will reimburse such costs to the municipality.

H.A.  
mg

- 12.2 The **LESSEE** shall not without the prior written consent of the **LESSOR**, which shall not be unreasonably withheld, store, harbour or use, or permit the storage, harbouring or use in the **PROPERTY** of any goods, chattels, furniture, fixture, fittings or effects which are subject to any hire purchase or lease agreement and which are not the **LESSEE's** own **PROPERTY**.
- 12.3 The **LESSEE** must create fire-path for preventing fire spreading to neighbouring farms and must refrain from keeping materials that is conducive to fire hazards.
- 12.4 The **LESSEE** must comply with all relevant National and Provincial legislations.
- 12.5 It is specifically recorded that the **LESSEE** shall at all-times actively cultivate and maintain the Lease Area for farming.
- 12.6 Should the **MUNICIPALITY** be of the view that the **LESSEE** is not actively cultivating the land or not optimally using it for agricultural purposes the **MUNICIPALITY** may cancel this Agreement and allocate the lease area to someone else, after having followed due process.
- 12.7 Before cancelling this Agreement as a result of not optimally using it, the **LESSEE** will be given a reasonable period to rectify the situation. Any such notice of non-compliance or under performance shall be in writing and must spell out the remedial actions to be taken by the **LESSEE** within the specified timeframe(s), failing which the Agreement may be cancelled.

### 13. IMPROVEMENTS

- 13.1 The **LESSEE** shall not make any improvements to the Premises without the **LESSOR's** prior written consent, but the **LESSOR** shall not withhold its consent unreasonably to an alteration or addition which is not structural.
- 13.2 If the **LESSEE** does improve the Premises in any way, whether in breach of clause 13.1 or not, the **LESSEE** shall, if so required in writing by the **LESSOR**, restore the Premises on the termination of this lease to their condition as it was prior to such alteration, addition or improvement having been made. The **LESSOR's** requirement in this regard may be communicated to the **LESSEE** at any time, but not later than the (30th) day after the **LESSEE** has delivered up the Premises pursuant to the termination of this lease; and clause 13.2 shall not be construed as excluding any other or further remedy which the **LESSOR** may have in consequence of a breach by the **LESSEE** of clause 13.1.
- 13.3 Save for any improvement which is removed from the Premises as required by the **LESSOR** in terms of clause 10.2, all improvements made to the Premises shall belong to the **LESSOR** and may not be removed from the Premises at any time. The **LESSEE** shall not, whatever the circumstances, have any claim against the **LESSOR** for compensation for any improvement to the Premises, unless such improvements were made with the **LESSOR's** prior written consent which compensation shall be

H.A

Handwritten signatures and initials, including a large signature and the initials 'H.A', 'M', and 'G'.

limited to the costs of the improvement, or as otherwise agreed to in writing by the LESSOR, nor shall the LESSEE have a right of retention in respect of any improvements.

**14. LESSOR'S RIGHTS OF ENTRY AND CARRYING OUT OF WORKS**

14.1 The LESSOR's representatives, agents, servants and contractors may at all reasonable times, without thereby giving rise to any claim or right of action on the part of the LESSEE or any other occupier of the Premises

14.1.1 enter the leased Premises in order to inspect them, to carry out any necessary repairs, replacements, or other works, or to perform any other lawful function in the *bona fide* interests of the LESSOR or any of the occupiers of the PROPERTY; or

14.1.2 carry out elsewhere on the PROPERTY any necessary repairs, replacements, or other works, but the LESSOR shall ensure that this right is exercised with due regard for, and a minimum of interference with, the beneficial enjoyment of the Premises by those in occupation thereof.

**15. DAMAGE TO OR DESTRUCTION OF PREMISES**

15.1 If the Premises are destroyed or so damaged that they can no longer be beneficially occupied, this lease shall terminate when that happens unless the parties agree in writing otherwise.

15.2 If the Premises are significantly damaged but can still be beneficially occupied, this lease shall remain in force and the LESSOR shall repair the damage without undue delay but the rent shall be abated so as to compensate the LESSEE fairly for the effects of the damage and repair work on the enjoyment of the Premises. Failing agreement on such abatement or on the applicability of this clause to any particular circumstances, the matter shall be referred to an expert appointed by the parties jointly or, if they do not agree on such appointment, nominated by the President for the time being of The Institute of Estate Agents of South Africa, and the decision of such expert shall be final and binding. The expert's fees and disbursements, including any inspection costs, shall be borne and paid by the parties in equal shares. Pending determination of the abatement the LESSEE shall continue to pay the full rent for the Premises as if they had not been damaged and as soon as the matter has been resolved the LESSOR shall make the appropriate repayment to the LESSEE.

15.3 If any damage to the Premises or the destruction thereof is caused by an act or omission for which either party is responsible in terms of this lease or in law, the other party shall not be precluded by reason of any of the foregoing provisions of this clause from exercising or pursuing any alternative or additional right of action or remedy available to the latter party under the circumstances (whether in terms of this lease or in law).

H.A.  
MS 97

16. SPECIAL REMEDY FOR BREACH

- 16.1 Should the **LESSEE** default in any payment due under this lease or be in breach of its terms in any other way, and fail to remedy such default or breach within (30) days after receiving a written demand that it be remedied, the **LESSOR** shall be entitled, without prejudice to any alternative or additional right of action or remedy available to the **LESSOR** under the circumstances, to cancel this lease with immediate effect, be repossessed of the Premises, and recover from the **LESSEE** damages for the default or breach and the cancellation of this lease.
- 16.2 In the event of the **LESSOR** having cancelled this lease justifiably but the **LESSEE** remaining in occupation of the Premises, with or without disputing the cancellation, and continuing to tender payments of rent and any other amounts which would have been payable to the **LESSOR** but for the cancellation, the **LESSOR** may accept such payments without prejudice to and without affecting the cancellation, in all respects as if they had been payments on account of the damages suffered by the **LESSOR** by reason of the unlawful holding over on the part of the **LESSEE**.

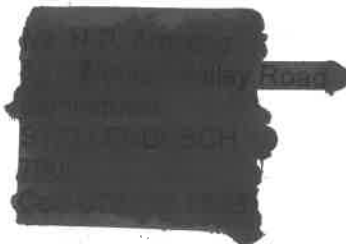
17. DOMICILIA AND NOTICES

- 17.1 The parties choose as their *domicilia citandi et executandi* the addresses mentioned in clause 17.2, provided that such *domicilium* of either party may be changed by written notice from such party to the other party with effect from the date of receipt or deemed receipt by the latter of such notice.

17.2

17.2.1 The **LESSOR**:  
Town Hall Complex  
Plein Street  
STELLENBOSCH

17.2.2 The **LESSEE**:



- 17.3 Any notice, acceptance, demand or other communication properly addressed by either party to the other party at the latter's *domicilium* in terms hereof for the time being and sent by prepaid registered post shall be deemed to be received by the latter on the 5th business day following the date of posting thereof. This provision shall not be construed as precluding the utilisation of other means and methods (including telefacsimile) for the transmission or delivery of notices, acceptances,

H.A.

ML

demands and other communications, but no presumption of delivery shall arise if any such other means or method is used.

**18. WHOLE AGREEMENT**

- 18.1 This is the entire agreement between the parties.
- 18.2 Neither party relies in entering into this agreement on any warranties, representations, disclosures or expressions of opinion which have not been incorporated into this agreement as warranties or undertakings.
- 18.3 No variation or consensual cancellation of this agreement shall be of any force or effect unless reduced to writing and signed by both parties.

**19. NON-WAIVER**

- 19.1 Neither party shall be regarded as having waived, or be precluded in any way from exercising, any right under or arising from this lease by reason of such party having at any time granted any extension of time for, or having shown any indulgence to, the other party with reference to any payment or performance hereunder, or having failed to enforce, or delayed in the enforcement of, any right of action against the other party.
- 19.2 The failure of either party to comply with any non-material provision of this lease shall not excuse the other party from performing the latter's obligations hereunder fully and timeously.

**20. WARRANTY OF AUTHORITY**

- 20.1 The person signing this lease on behalf of the LESSOR expressly warrants his authority to do so.

**21. SALE OF PREMISES**

- 21.1 The validity of this lease shall not in any way be affected by the transfer of the Premises from the LESSOR pursuant to a sale thereof. It shall accordingly, upon registration of transfer of the Premises into the name of the purchaser, remain of full force and effect save that the purchaser shall be substituted as LESSOR and acquire all rights and be liable to fulfil all the obligations which the LESSOR, as LESSOR, enjoyed against or was liable to fulfil in favour of the LESSEE in terms of the lease.

**22. BREACH**

- 22.1 Should any payment of rent or any other amount due hereunder not be paid on or before due date or should the LESSEE commit or suffer or permit the commission of a breach of any of the other terms of this Lease,

*H.A.*  
*ms gm*

whether or not such breach goes to the root of this contract, and fail to remedy such breach within 7 (seven) days after having been required in writing to do so, or should the LESSEE be placed in liquidation, whether provisional or final and whether voluntary or compulsory, or under judicial management, whether provisional or final, or under sequestration, whether provisional or final, or should the LESSEE effect a general compromise with its creditors or any other arrangements with its creditors necessitated by the inability of the LESSEE to pay its debts, or should the LESSEE commit any act which is, or would if committed by a natural person be, an act of insolvency in terms of Section 8 of the Insolvency Act, 1936, as amended, the LESSOR shall be entitled but not obliged, notwithstanding any previous waiver or anything to the contrary herein provided and without prejudice to any other rights of the LESSOR in terms of this Lease or in law, to cancel this Lease forthwith, eject the LESSEE from the PREMISES and recover from the LESSEE any damages suffered by the LESSOR as well as all amounts which became due for payment by the LESSEE hereunder prior to the date of such cancellation.

22.2 Notwithstanding anything to the contrary herein contained, it is specifically recorded that in the event of that LESSEE failing at any time to comply with any of its obligations in terms of this lease, the LESSOR shall be entitled, but not obliged, and without prejudice to any other rights of the LESSOR in terms of this Lease or in Law arising from such breach, to carry out such obligations on behalf of the LESSEE and to incur any costs in connection therewith and to claim immediate reimbursement from the LESSEE of all such costs.

22.3 In the event of the LESSOR instructing its attorneys to take measures for the enforcement of any of the LESSOR's rights under this Lease the LESSEE shall pay to the LESSOR on demand such collection legal and other costs, on the attorney and client scale, as shall be lawfully charged by such action in respect of or arising from the measures to taken by the said attorneys.

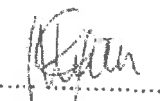
SIGNED at Stellenbosch on this 23 of October 2019 in the presence of the undersigned witnesses

**Witnesses:**

1 

2 

(Signatures of witnesses)



(Signature of LESSOR)

H.A

MS



SIGNED at Stellenbosch on this 23 of December 2019  
in the presence of the undersigned witnesses

**Witnesses:**

1 

2 

(Signatures of witnesses)



(Signature of LESSEE)

H-19.



# APPENDIX 4

MEMORANDUM VAN RUIL OOREENKOMS

AANGEGAAN DEUR EN TUSSEN

GIELIE HANEKOM FAMILIE TRUST

(hierin verteenwoordig deur **GILIAM JOHANNES ESTERHUYSE HANEKOM**  
in sy hoedanigheid as en behoorlik gemagtigde  
van die Trust)

van: [REDACTED]

(hierna genoem Gielie)

EN

**HYLTON ARENDSE**

Identiteitsnommer: [REDACTED]

van: [REDACTED]

(hierna genoem Hylton)

1. NADEMAAL Gielie reeds 'n huuroorkoms gesluit het met Stellenbosch Munisipliteit om perseel 502S, groot 7,48 hektaar te huur.
2. NADEMAAL Hylton ook 'n huuroorkoms gesluit het met Stellenbosch Munisipliteit om ook erf 502V groot 21,6 hektaar te huur vir 'n periode van 9 jaar.
3. Aangesien Hylton nie direkte toegang tot sy perseel naamlik 502V kan verkry nie het Gielie en Hylton onderlings ooreengekom dat Gielie Hylton se perseel bewerk en dat Hylton Gielie se perseel bewerk.
4. Elke party sal aanspreeklik wees om die huurgeld te betaal ten opsigte van die persele wat hulle huur van Stellenbosch Munisipliteit.
5. Hylton sal ook geregtig wees om die water wat aan sy perseel toegeken is te gebruik vir besproeiing en sal ook verantwoordelik wees vir betaling van enige bedrae wat gehef word deur Wynland Waterraad.



6. Bogemelde ruil transaksie is slegs afdwingbaar tussen die partye en indien enige een van die partye die ooreenkoms verbreek sal elke party geregtig wees om die grond wat hulle by die Munisipaliteit huur op te eis.
7. Enige verbeteringe wat deur Gielie en/of Hylton op die persele, wat hulle bewerk in terme van hierdie Ruilooreenkoms, aangebring word, word gedoen op eie risiko.
8. Die partye sal nie onderling enige eise teen mekaar instel vir verbeteringe nie.
9. Die Huurders sal alle munisipale regulasies ten opsigte van die persele nakom.
10. Die Huurders sal self reelings tref met Eskom vir die aansluiting van elektrisiteit na die persele. Die Huurders sal self aanspreeklik wees vir betaling aan Eskom vir die gebruik van elektrisiteit.
11. Geen wysigings of toevoegings tot hierdie Ooreenkoms sal geldig wees tensy op skrif gestel en onderteken deur beide partye.

GETEKEN te STELLENBOSCH deur beide partye op hierdie dag  
van NOVEMBER 2019.

AS GETUIES:

1.

2.

GIELIE

AS GETUIES:

1.

2.

HYLTON

# APPENDIX 5



## VEGETABLE & SEED COMMODITY PROJECT ALLOCATION COMMITTEE

6 August 2021

Application Reference No.: CW0819

HLA Boerdery (Pty) Ltd  
PO Box 563  
Stellenbosch  
7599

Dear Mr Arendse

### APPLICATION FOR FUNDING OF FARMING ENTERPRISE HLA BOERDERY (PTY) LTD – CASP FUNDING PROGRAMME 2021/22

Your request for funding was considered at the meeting of the Vegetable CPAC on 26 August 2020 and approved on 24 June 2021. The request for funding from the CASP/ Ilima Letsema programme, funded by the Western Cape Department of Agriculture (WCDoA), is herewith **approved**, subject to the following conditions:

#### Approved budget items:

DELIVERABLES	BUDGET
Infrastructure / Greenhouse (Poly-tunnels)	R1 617 150
Infrastructure / Greenhouse (1ha Netting)	R951 154
Irrigation / Infield irrigation	R96 405
Irrigation / water tanks (3 x 10 000L)	R35 135
Equipment / Tools	R19 637
Equipment / bakkie	R210 000
Production inputs / Fertilizers (incl. chicken manure)	R85 300
Production inputs / Pesticides	R60 698
Production inputs / Seeds & plants	R79 971
<b>Total</b>	<b>R3 155 450</b>

(Note that the fund is a grant and not registered for VAT, therefore no VAT invoices will be supplied)

- \* Please note that due to the scheduled transfer payments from DAFF, implementation of the above mentioned budget items is planned to start in quarter 2.
- \* In addition, adherence to new laws that comes into effect after or before this correspondence will receive priority which may affect the implementation.
- \* If important information i.e. selling of farm, sub leasing, illegal water rights, transgressing NEMA and CARA and or other laws was withheld from the application or the committee – then the funding process will be cancelled immediately.

#### **SPECIAL CONDITIONS:**

- i) Should the project not be able to commence within 6 months after signing the MOA or due to non-compliance by the beneficiary, the allocation can be cancelled by the CPAC.
- ii) Critical to this approval is that you will be included in the Financial Record Keeping (FRK) programme of the WCDoA and that the Department will be granted access to such financial records so as to ensure compliance and performance, as well as business support to the enterprise.
- iii) Please note that approval must be sought from the Department in writing should you wish to exit the FRK programme for any reason/s.
- iv) The production inputs are for the expenses related to the approved project.
- v) In case of fixed assets above R650 000, a notarial deed will be registered on your property for a period of 5 years.

Please note that no cash will be made available directly to you as a project beneficiary. The grant is in the form of goods, services and infrastructure in line with the above budget, to be procured by an **IMPLEMENTING AGENT**, whose terms and conditions will be supplied to you in writing by means of the **MEMORANDUM OF AGREEMENT** signed between you and the Implementing agent.

**Please note, you may not order or purchase any item/s based on this approval unless a written permission is obtained from implementing agent.** The **implementing agent** for your project is *Casidra* and the contact person for the implementation will be communicated to you.

The officials from the WCDoA will have a **Monitoring and Evaluation (M&E)** function during the project and will be responsible for registration of your project on the Agriculture Information Management System (AIMS), conduct skills audits and provide extension and advisory services.

It is important to note that the grant is towards the business venture planned to assist the applicant to implement his/her business plan as approved, and under no circumstances does the **implementing agent** or the **Department** accept any responsibility or liability for the operation or the outcome of the venture, whether it be physically or financially.

This grant may have financial and tax implications on your enterprise and you are advised to seek advice from your bookkeeper / auditor on how to accommodate this and the influence it may have on the enterprise's financial performance.

Please do feel free to engage the secretariat on telephone **021 863 5000** should you require further clarity.

Wishing you the best.

Kind regards,

  
\_\_\_\_\_  
**Signed: Secretariat**

06/08/2021  
\_\_\_\_\_  
**Date**

  
\_\_\_\_\_  
**Signed: Chairperson**

06/08/2021  
\_\_\_\_\_  
**Date**

Copy to: District manager : Ms. Dikeledi Pitso  
Senior Manager : Mr. Frederick Mpona  
Project office : Mr. Shaun Cleophas  
Manager production economics : Mr Mfusi Mjonono  
Training Coordinator : Ms Rosemary Rabie



# APPENDIX 6

Verklaaring : Ruiling van porsies 502V en 502S

Ek, Hylton Arendse [redacted] het tans 'n huur kontrak met Stellenbosch Munisipaliteit vir die porsie 502 V wat 21.6 hektaar in grootte is en die termyn daarvan is 9 jaar en 11 maande ,wat 1 Januarie 2020 in werking getree het.

Mr. Gielie Hanekom huur tans 502 S by Stellenbosch Munisipaliteit vir 'n termyn van 50 jaar en dit het 1 April 1991 in werking getree.

Ek ,Mr.Hylton Arendse , verklaar dat daar 'n Ruil ooreenkoms tussen myself en Mr. Gielie Hanekom geteken was gedurende November 2019. Die rede vir die ruiling is omdat Ek (Hylton Arendse) nie direkte toegang tot die perseel 502 V kon verkry nie.

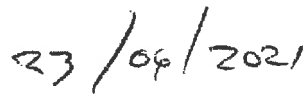
Die Ooreeknom tussen Myself en Mr Hanekom is dat ek op 7.48 hektaar van porsie 502 S (23.6 hektaar in totale grootte) boer en Mr. Hanekom op 502 V (21.6 hektaar) boer. Elke huurder betaal die huurgeld ten opsigte van die perseel wat hul huur by Stellenbosch Munisipaliteit en is geregtig om die water te gebruik wat aan die persele toegeken is maar is verantwoordelik vir die betaling daarvan.

Ek wil verklaar dat amptenare van Stellenbosch Munisipaliteit kennis gedra het van die Ruil ooreenkoms en het dit ondersteun.Aangeheg saam met die ruil ooreenkoms is daar eposse wat kan dien as bewyse dat amptenare bewus was van my toegangs tot my grond problem en dat amptenare kennis gedra het van die Ruil Ooreenkoms.


Hylton Arendse



Datum



I CERTIFY THAT THIS DOCUMENT IS A REPRODUCTION (COPY) OF THE ORIGINAL WHICH WAS HANDED TO ME. AUTHENTICATION. FURTHER CERTIFICATION, AN AMENDMENT OR A CHANGE WAS MADE FROM THE ORIGINAL DOCUMENT.

REPRODUCING SIGNATURE: 

PERSAL NUMBER: 0000000000

NAME IN PRINT: M. Arendse



## Tamzin Lakey

---

**From:** Hylton Arendse <hparendse1@gmail.com>  
**Sent:** Tuesday, 22 June 2021 09:08  
**To:** Tamzin Lakey  
**Subject:** Fwd: FW: [EX] Re: Toegang tot 502V  
**Attachments:** image001.png; image003.png; image002.png; 119112116103200889.png; 119112116103201089.png; 119112116103200689.png

Goeie Môre Tamzin,

**In verband met toegang tot 502V.**

Sien epos hieronder vir jou aandag.

Groete  
Hylton

----- Forwarded message -----

**From:** Hylton Arendse <hparendse1@gmail.com>  
**Date:** Thu, Nov 21, 2019 at 4:11 PM  
**Subject:** Re: FW: [EX] Re: Toegang tot 502V  
**To:** Rikus Badenhorst <Rikus.Badenhorst@stellenbosch.gov.za>  
**Cc:** Lizanne Arendse <lizanne.arendse@gmail.com>, Nelmari Williams <Nelmari.Williams@stellenbosch.gov.za>, Salie Peters <Salie.Peters@stellenbosch.gov.za>

Baie dankie Raadslid

Groete  
Hylton

On Thu, 21 Nov 2019, 16:10 Rikus Badenhorst, <Rikus.Badenhorst@stellenbosch.gov.za> wrote:

Goed om te hoor, sterkte vorentoe!

*Kind regards, Vriendelike Groete*

**Rikus Badenhorst**

**Councillor: Ward 21**

**Mayco: Community & Protection  
Services**

---

T: +27 21 808 8350 Ward Office

T: +27 21 808 8012 Mayco Office C:  
+27 82 654 1048

Email:

[Rikus.Badenhorst@ Stellenbosch.gov.za](mailto:Rikus.Badenhorst@ Stellenbosch.gov.za)

Plein Street, Stellenbosch, 7600

[www.stellenbosch.gov.za](http://www.stellenbosch.gov.za)

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#### About Stellenbosch Municipality

Our mission is to deliver cost-effective services that will provide the most enabling environment for civil and corporate citizens.

[Africa](#) [more information](#)

#### Disclaimer:

The information contained in this communication from [rikus.badenhorst@ Stellenbosch.gov.za](mailto:rikus.badenhorst@ Stellenbosch.gov.za) sent at 2019-11-21 16:10:32 is confidential and may be legally privileged. It is intended solely for use by [hparendse1@gmail.com](mailto:hparendse1@gmail.com) and others authorized to receive it. If you are not [hparendse1@gmail.com](mailto:hparendse1@gmail.com) you are hereby notified that any disclosure, copying, distribution taking in of the contents of this information is strictly prohibited and may be unlawful. Powered by Afrevation

**From:** Hylton Arendse [<mailto:hparendse1@gmail.com>]

**Sent:** Thursday, 21 November 2019 16:09

**To:** Rikus Badenhorst

**Cc:** Lizanne Arendse; Nelmar Williams; Salie Peters

**Subject:** Re: FW: [EX] Re: Toegang tot 502V

Middag Raadslede , Badenhorst en Peters

Daar het vanoggend n vergadering tussen Mr Moses , Mnr Smit en Gielie Hanekom op sy plaas plaasgevind

Mr Moses het my gekontak om net paar punte te kom bespreek en ek en Mr Hanekom het daarna n ooreenkoms aangeaan.

Dit klink nou beter as die afgelope paar weke en ek kan nou meer begin in diepte met beplanning vorentoe , net die water punt wat moet aangebring word daarna sal produksie begin.

Baie dankie Raadslede vir die vinnige optrede om ons te help tot dusver.

Groete

Hylton & Lianne

On Thu, 21 Nov 2019, 15:50 Rikus Badenhorst, <[Rikus.Badenhorst@stellenbosch.gov.za](mailto:Rikus.Badenhorst@stellenbosch.gov.za)> wrote:

Dag Hylton

Sien hieronder – ek neem aan alles is in orde?

Laat weet asb

*Kind regards, Vriendelike Groete*

**Rikus Badenhorst**

**Councillor: Ward 21**

**Mayco: Community & Protection  
Services**

---

T: +27 21 808 8350 Ward Office

T: +27 21 808 8012 Mayco Office      C:  
+27 82 654 1048

Email:

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**Tamzin Lakey**

---

**From:** Hylton Arendse <hparendse1@gmail.com>  
**Sent:** Tuesday, 22 June 2021 09:13  
**To:** Tamzin Lakey  
**Subject:** Fwd: FW: [EX] Re: Toegang tot 502V

fyi

----- Forwarded message -----

**From:** Rikus Badenhorst <Rikus.Badenhorst@stellenbosch.gov.za>  
**Date:** Thu, Nov 21, 2019 at 3:50 PM  
**Subject:** FW: [EX] Re: Toegang tot 502V  
**To:** Hylton Arendse (hparendse1@gmail.com) <hparendse1@gmail.com>, lizanne.arendse@gmail.com <lizanne.arendse@gmail.com>  
**Cc:** Nelmari Williams <Nelmari.Williams@stellenbosch.gov.za>, Salie Peters <Salie.Peters@stellenbosch.gov.za>

Dag Hylton

Sien hieronder – ek neem aan alles is in orde?

Laat weet asb



*Kind regards, Vriendelike Groete*

**Rikus Badenhorst**

**Councillor: Ward 21**

**Mayco: Community & Protection Services**

---

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g  
p @a

**From:** Salie Peters  
**Sent:** Thursday, 21 November 2019 13:15  
**To:** Rikus Badenhorst; Esther Groenewald  
**Cc:** Tabiso Mfeya  
**Subject:** RE: [EX] Re: Toegang tot 502V

Good day Councillors,

Farm allocation for Mr Hylton Arendse and the neighbourhood farmers has been resolved.

Thank you for your co-operation.

Kind regards,



Salie Peters

MAYCO MEMBER:

RURAL MANAGEMENT & TOURISM

---

T: +27 21 808 8313

Email: [Salie.Peters@stellenbosch.gov.za](mailto:Salie.Peters@stellenbosch.gov.za)

2nd Floor, Main Building, Plein Street,  
Stellenbosch, 7600

[www.stellenbosch.gov.za](http://www.stellenbosch.gov.za)



[www.facebook.com/stellenboschmunicipality](https://www.facebook.com/stellenboschmunicipality)

[twitter.com/StellMun](https://twitter.com/StellMun)

**From:** Rikus Badenhorst  
**Sent:** Wednesday, 20 November 2019 12:19  
**To:** Esther Groenewald; Salie Peters  
**Cc:** Tabiso Mfeya  
**Subject:** RE: [EX] Re: Toegang tot 502V

Thank you Colleagues (Apologies Cllr Groenewald)

I trust timeous feedback will find its way to Mr Arendse

*Kind regards, Vriendelike Groete*

---





**Rikus Badenhorst**

**Councillor: Ward 21**

**Mayco: Community & Protection  
Services**

---

T: +27 21 808 8350 Ward Office

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<http://www.stellenbosch.gov.za/disclaimer/indexe.htm>

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**From:** Esther Groenewald  
**Sent:** Wednesday, 20 November 2019 11:43  
**To:** Rikus Badenhorst; Salie Peters  
**Cc:** Tabiso Mfeya  
**Subject:** RE: [EX] Re: Toegang tot 502V

Dear Cllr Salie

Could you please revert back to Cllr Badenhorst regarding the said matter?



*Vriendelike Groete, Regards,*

**Esther Groenewald**

Mayco: Planning & LED

T: +27 21 808 8032 | C: +27 78 288 9655

Plein Street, Stellenbosch, 7600

[www.stellenbosch.gov.za](http://www.stellenbosch.gov.za)



**From:** Rikus Badenhorst  
**Sent:** Wednesday, 20 November 2019 10:54  
**To:** Esther Groenewald  
**Cc:** Tabiso Mfeya  
**Subject:** FW: [EX] Re: Toegang tot 502V

Dear Cllr Groenewald

Could someone ( I suspect Mr Moses) please regularly update Mr Arendse with regards to attempts to give him rightful access to his allocated farm?

May I ask to be copied into correspondence for reference purposes?

*Kind regards, Vriendelike Groete*

**Rikus Badenhorst**

**Councillor: Ward 21**



**Mayco: Community & Protection  
Services**

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T: +27 21 808 8350 Ward Office

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Email:

[Rikus.Badenhorst@stellenbosch.gov.za](mailto:Rikus.Badenhorst@stellenbosch.gov.za)

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[http : 'www.stellenbosch. ov.za main ' a es disclaimer a e.htm](http://www.stellenbosch.gov.za/main/files/disclaimer_a_e.htm)

**From:** Rikus Badenhorst  
**Sent:** Wednesday, 20 November 2019 10:50  
**To:** 'Hylton Arendse'; Lizanne Arendse  
**Cc:** Nelmar Williams  
**Subject:** RE: [EX] Re: Toegang tot 502V

Dankie vir jou epos Mnr Arendse

Jammer dat die proses so lank neem en vir die gebrek aan kommunikasie – ek volg onmiddelik op

*Kind regards,Vriendelike Groete*

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**Rikus Badenhorst**

**Councillor: Ward 21**

**Mayco: Community & Protection  
Services**

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**From:** Hylton Arendse [mailto:[harendse1@gmail.com](mailto:harendse1@gmail.com)]  
**Sent:** Tuesday, 19 November 2019 21:00  
**To:** Rikus Badenhorst; Lizanne Arendse  
**Subject:** Fwd: [EX] Re: Toegang tot 502V

Goeie Naand Raadslid Rikus

Hoop dit gaan goed met u , ek wil net hoor wat staan my te doen met die 502V excess probleem wat ek nou al n geruime tyd so moet oor en weer veg

Aangeheg onder is n mail wat ons aan die MUNICIPAL MANAGER ook gestuur het vir n vergaderring maar nog geen reply tot op hierdie stadium van haar af nie , daar was hoeveel emails al deur ons uitgestuur maar soos jy kan sien is daar niks wat gebeur nie

Sal my my asb kan help om uit te vind wat daar aangaan en veral dat die MM en die Mayor nie eens moeite maak om iets te se nie ek dink dus regtig n swak selfbeeld wat Stellenbosch Municipality hom in die gesig staar op die oomblik

Groete

Hylton & Lizanne Arendse

----- Forwarded message -----

From: **Lizanne Arendse** <lizanne.arendse@gmail.com>  
Date: Wed, 13 Nov 2019, 15:18  
Subject: Fwd: [EX] Re: Toegang tot 502V  
To: mm <Municipal.Manager@stellenbosch.gov.za>  
Cc: Hylton Arendse <hparendse1@gmail.com>

Middag Geraldine Mettler,

In verband met insake verwys na e-pos hieronder, kan u asseblief vir my n tyd en datum bevestig wanneer ons u kan kom sien.

Groete

Hylton Arendse

----- Forwarded message -----

From: **Lizanne Arendse** <lizanne.arendse@gmail.com>  
Date: Mon, 11 Nov 2019, 09:27  
Subject: Re: [EX] Re: Toegang tot 502V  
To: <Widmark.Moses@stellenbosch.gov.za>  
Cc: Piet Smit <Piet.Smit@stellenbosch.gov.za>, Rikus Badenhorst <Rikus.Badenhorst@stellenbosch.gov.za>, mm <Municipal.Manager@stellenbosch.gov.za>, Mayor (Gesie Van Deventer) <Mayor@stellenbosch.gov.za>, Hylton Arendse <hparendse1@gmail.com>, <Esther.Groenewald@stellenbosch.gov.za>, <salie.peters@stellenbosch.gov.za>

Geagte Mnr Moses

Met betrekking tot Piet Smit se e-pos gedattee 30 Oktober 2019 in verband met die vergadering geskeduleer tussen Spier en die munisipaliteit.

Ek wag nog op die skrywe van die besluite wat op hierdie vergadering bespreek en geneem was. Kan daar asseblief terugvoering gegee word. Dit voel of ek van bakboord na stuurboord gestuur word.

Vriendelike groete  
Hylton Arendse

072 536 6645/082 888 8929

On Wed, Oct 30, 2019 at 3:05 PM Esther Groenewald <Esther.Groenewald@stellenbosch.gov.za> wrote:

Beste Mnr Moses

Kan u asb reageer?



*Vriendelike Groete, Regards,*

**Esther Groenewald**

Mayco: Planning & LED

T: +27 21 808 8032 | C: +27 78 288 9655

Plein Street, Stellenbosch, 7600

[www.stellenbosch.gov.za](http://www.stellenbosch.gov.za)



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**From:** Piet Smit

**Sent:** Wednesday, 30 October 2019 15:00

**To:** 'Lizanne Arendse'; Esther Groenewald; Widmark Moses; Rikus Badenhorst

**Cc:** mm; Mayor (Gesie Van Deventer); Hylton Arendse

**Subject:** RE: [EX] Re: Toegang tot 502V

Hylton,

Soos by n vorige geleentheid aan jou uitgewys,moet jy jou versoek met Widmark opneem.Ons het met MNr.Hanekom ontmoet,en daar was besluit om eers met Spier te konsulteer oor moontlike toegang oor hul grond.Indien dit nie vrugte afwerp nie,sal ons terug gaan na Mnr.Hanekom.Volgens my laaste gesprek met Widmark,is daar n vergadering geskeduleer met Spier vir volgende week.....

Piet

**From:** Lizanne Arendse [mailto:lizanne.arendse@gmail.com]  
**Sent:** 30 October 2019 01:11 PM  
**To:** Esther Groenewald; Piet Smit; Widmark Moses; Rikus Badenhorst  
**Cc:** mm; Mayor (Gesie Van Deventer); Hylton Arendse  
**Subject:** [EX] Re: Toegang tot 502V

Vir wie dit mag aangaan

My vorige e-pos het betrekking. Ek het dringend toegang nodig tot die 502V land wat aan my toegeken is. Ek weet nie meer aan wie ek my verhoë om toegang kan rig nie.

Die aansoek om die stuk grond was reeds 'n lang proses en nou dat dit afgehandel is kan ek steeds nie voortgaan om die land begin te verwerk nie.

U spoedige terugvoering sal waardeer word.

By voorbaat dank  
Groete  
Hylton Arendse

On Fri, 25 Oct 2019, 16:24 Hylton Arendse <hparendse1@gmail.com> wrote:

Middag Mnr Smit

My naam is Hylton Arendse, ek het 'n week terug die Lease Agreement geteken vir 502V Agriculture Land.

Op hierdie oomblik het ek nog geen toegang tot die land nie en dit maak dinge ontmoontlik want ek moet werk aan beplanning en daarvoor het ek toegang asap nodig.

Enige terugvoering rondom dit sal waardeer word. Mr Moses help my ook waar hy kan maar dinge haak op een of ander plek vas.

Ek dra wel kennis dat Mr Smit en Mr Moses reeds paar weke terug vergader het met Gielle Hannekom oor toegang na 502V.

Hoop ek kry terugvoering asap

Groete

Hylton Arendse



**STELLENBOSCH**  
STELLENBOSCH MUNISIPALITEIT  
MUNICIPALITY



**About Stellenbosch Municipality**

Our mission is to deliver cost-effective services that will provide the most enabling environment for civil and corporate citizens.

Our head office is at Town House Complex, Plain Street, Stellenbosch, 7600, South Africa. For more information about Stellenbosch Municipality, please call +2721-806-8111, or visit <https://protect->



[za.mimecast.com/s/CAuGCr0aGVI801LyCNplyb?domain=stellenbosch.gov.za](https://protect-za.mimecast.com/s/CAuGCr0aGVI801LyCNplyb?domain=stellenbosch.gov.za)

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<b>7.9</b>	<b>YOUTH, SPORT AND CULTURE: (PC: CLLR J FASSER)</b>
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NONE

<b>7.10</b>	<b>MUNICIPAL MANAGER</b>
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NONE

<b>8.</b>	<b>REPORTS SUBMITTED BY THE EXECUTIVE MAYOR</b>
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NONE

<b>9.</b>	<b>URGENT MATTERS</b>
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<b>10.</b>	<b>MATTERS TO BE CONSIDERED IN-COMMITTEE</b>
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