



STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

Ref no.3/4/2/5

2021-02-12

MAYORAL COMMITTEE MEETING
WEDNESDAY, 2021-02-17 AT 08:00

TO The Executive Mayor, Ald G Van Deventer (Ms)
The Deputy Executive Mayor, Cllr N Jindela

COUNCILLORS FJ Badenhorst
P Crawley (Ms)
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 **Wednesday, 2021-02-17 at 08:00** to consider the attached agenda.

EXECUTIVE MAYOR, ALD GM VAN DEVENTER (MS)

CHAIRPERSON

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2021-02-17
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STELLENBOSCH
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MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

Ref no.3/4/2/5

2021-01-20

MINUTES

MAYORAL COMMITTEE MEETING:

2021-01-20 AT 10:00

MINUTES
MAYORAL COMMITTEE MEETING
2021-01-20
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PRESENT: Executive Mayor, Ald GM Van Deventer (Ms) (**Chairperson**)
Deputy Mayor, Cllr N Jindela

Councillors: FJ Badenhorst
PR Crawley (Ms)
A Frazenburg
E Groenewald (Ms)
XL Mdemka (Ms)
S Peters
M Pietersen
Q Smit

Also Present: Alderman P Biscombe (Single Whip)
Councillor WC Petersen (Ms) (Speaker)
Councillor W Pietersen (MPAC Chairperson)
Councillor E Vermeulen (Ms)

Officials: Director: Planning and Economic Development (A Barnes)
Director: Infrastructure Services (D Louw)
Director: Community Services (G Boshoff)
Acting Municipal Manager: Corporate Services (A de Beer (Ms))
Chief Financial Officer (K Carolus)
Senior Audit Executive (F Hoosain)
Manager: Secretariat (EJ Potts)
Senior Administration Officer (B Mgcushe (Ms))

1.	OPENING AND WELCOME
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The Executive Mayor welcomed everyone present to the Mayoral Committee Meeting.

2.	COMMUNICATION BY THE CHAIRPERSON
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Speaker, Munisipale Bestuurder, Burgemeesterskomiteelede, Direkteure

Goeiedag, Good Morning, Molweni, As-salaam Alaikum

- Welcome back to the Speaker, the Deputy Mayor, Municipal Manager Mayco Members, Councillors, Directors and other officials.
- May this New Year bring us more joy and good news than sorrow and hardship.
- It is my sad duty to formally communicate to this Committee the passing of two Councillors.
- On 7 January 2020 we lost a member of this Committee, Councillor Manie Pietersen.
 - It has been a great shock
 - I have lost a friend, this Council has lost a truly wonderful hardworking and dedicated Councillor and our community has lost a great leader.
 - Our deepest condolences go out to his family and friends.

- His absence will be felt and he will be greatly missed.
- Op 4 Januarie het ons ook PR Raadslid Derrick Hendrickse aan die dood afgestaan.
 - Formidabele raadslid.
 - Hy het 'n hart gehad vir die mense van Stellenbosch en dit ook uitgeleef in die Raad.
 - Ons innige simpatie en medelye aan sy gesin, familie en vriende.
- COVID-19, as predicted, has return and has ripped through our community, leaving destruction and tears in its wake.
- Ek wil graag elke raadslid, amptenaar en inwoner versoek om gehoor te gee aan die regulasies wat deur die nasionale regering afgekondig is.

3.	DISCLOSURE OF INTERESTS
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NONE

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

Municipal Manager (G Mettler (Ms))

- 20 January 2021

5.	CONFIRMATION OF PREVIOUS MINUTES
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The minutes of the Mayoral Committee Meeting held on 2020-11-17 were **confirmed as correct.**

6.	STATUTORY MATTERS
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6.1	MONTHLY FINANCIAL STATUTORY REPORTING: DEVIATIONS FOR NOVEMBER 2020 AND DECEMBER 2020
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Collaborator No:

IDP KPA Ref No:

Meeting Date:

Good Governance and Compliance

20 January 2021

1. SUBJECT: MONTHLY FINANCIAL STATUTORY REPORTING: DEVIATIONS FOR NOVEMBER 2020 AND DECEMBER 2020

2. PURPOSE

To comply with Regulation 36(2) of the Municipal Supply Chain Management Regulations and Section 36 of the Supply Chain Management Policy 2020/2021 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 (2020/2021) stipulate that SCM deviations be reported to Council. In compliance thereto, this report presents to Council the SCM deviations that occurred during November 2020 and December 2020.

RECOMMENDATION FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO COUNCIL: 2021-01-20: ITEM 6.1

that Council notes the deviations as listed below for the months of November 2020 and December 2020.

DEVIATION NUMBER	CONTRACT DATE	NAME OF CONTRACTOR	CONTRACT DESCRIPTION	REASON	SUBSTANTIATION WHY SCM PROCESS COULD NOT BE FOLLOWED	TOTAL CONTRACT PRICE (R)
D/SM 07/21	19 Nov 2019	Livewire (Pty) Ltd	Meter reading of large power users	Exceptional case and it is impractical or impossible to follow the official procurement processes	The contract with the current service provider (BSM 28/19) was cancelled on 5 November 2020 with effect from 30 November 2020. The service has to continue without interruption to ensure that the	R 262 550.87 VAT incl

					<p>municipality does not incur a substantial loss of revenue.</p> <p>It is impractical and impossible to go out on a new tender and make an award within the time period that is available.</p>	
D/SM 08/21	23 Dec 2020	TMT Services	Provision of Traffic Law Enforcement equipment, back office system and related services	Exceptional case and it is impossible to follow the official procurement process	<p>Due to an appeal the successful bidder as per Tender: B/SM 04/20 cannot commence with the service from 01 January 2021. The appeal was subsequently resolved.</p> <p>The service has to continue without interruption to ensure that the municipality does not incur a substantial loss of revenue.</p>	Rates: R121.49 per fine.
D/SM 09/21	23 Dec 2020	Nedbank	Provision of banking services	Exceptional case and it is impossible to follow the official procurement process	<p>A service provider was appointed for the provision of banking services (B/SM 22/20) that includes opening new bank accounts.</p> <p>The old bank account need to remain open while the municipality is migrating to new bank. Given the vast customer base that includes foreign customers it is recommend that the old bank account remain open on a month to month basis not exceeding twelve months.</p> <p>National Treasury prefers that municipalities keep its old banking accounts</p>	Rates.

					open for a period of two months. The municipality has opted to make this period longer due to the vast consumer base that includes foreign customers.	
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FOR FURTHER DETAILS CONTACT:

NAME	Dalleel Jacobs
POSITION	<i>Senior Manager: SCM</i>
DIRECTORATE	<i>Financial Services</i>
CONTACT NUMBERS	<i>021 808 8588</i>
E-MAIL ADDRESS	<i>Dalleel.Jacobs@stellenbosch.gov.za</i>
REPORT DATE	<i>06 January 2021</i>

6.2	OVERSIGHT ROLE OF COUNCIL: SUPPLY CHAIN MANAGEMENT POLICY- REPORT ON THE IMPLEMENTATION OF THE SUPPLY CHAIN MANAGEMENT POLICY OF STELLENBOSCH MUNICIPALITY: QUARTER 2 (01 OCTOBER 2020 - 31 DECEMBER 2020)
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Collaborator No:

IDP KPA Ref No:

Meeting Date:

Good Governance and Compliance

20 January 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 2 (01 OCTOBER 2020 - 31 DECEMBER 2020)**

2. **PURPOSE**

To submit to Executive Management a report for the period 01 October 2020 - 31 December 2020 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 2020/2021, 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.

RECOMMENDATIONS FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO COUNCIL: 2021-01-20: ITEM 6.2

- (a) that Council takes note of this report and **APPENDIX 1** attached to the report; and
- (b) that the report be made public in accordance with section 21A of the Municipal Systems Act.

FOR FURTHER DETAILS CONTACT:

NAME	<i>Dalleel Jacobs</i>
CONTACT NUMBERS	<i>021 808 8588</i>
E-MAIL ADDRESS	<i>Dalleel.Jacobs@ Stellenbosch.gov.za</i>
DIRECTORATE	<i>Financial Services</i>
REPORT DATE	<i>06 January 2021</i>

6.3	REVISED TOP LAYER SERVICE DELIVERY AND BUDGET IMPLEMENTATION PLAN 2020/21
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Collaborator No:

IDP KPA Ref No:

Meeting Date:

Good Governance and Compliance

20 January 2021

1. SUBJECT: REVISED TOP LAYER SERVICE DELIVERY AND BUDGET IMPLEMENTATION PLAN 2020/21

2. PURPOSE

To obtain Council's approval for the revisions made to the Top Layer (TL) Service Delivery and Budget Implementation Plan (SDBIP) 2020/21.

3. DELEGATED AUTHORITY

Council

4. EXECUTIVE SUMMARY

The TL SDBIP 2020/21 was approved by the Executive Mayor on 24 June 2020. It is common practice for a municipality, as provided for in the MFMA, to review its performance indicators and targets after approving the adjustments budget. The TL SDBIP 2020/21 (as approved by the Executive Mayor) is attached hereto as **Annexure A**. All changes (for ease of reference) which should be deleted and or amended are indicated with a strikethrough and an underline respectively. It must also be noted that the TL SDBIP 2020/21 is the in-year plan of the municipality and amendments made to the TL SDBIP 2020/21 must also be read in conjunction with the Integrated Development Plan (IDP). Therefore, changes made to the Revised TL SDBIP 2020/21 are considered to be made in the IDP as well.

These changes will be effected with the review process of the IDP 2017-2022 to be submitted to Council for final approval during May 2021.

The reasons for the amendments to the following KPIs are as follows:

- a) KPI080- The target due date for the 2020/21 was moved due to capacity constraints and to negate the effects of the Covid-19 pandemic;
- b) KPI073- Target moved to negate the effects of the Covid-19 pandemic;
- c) KPI018- Target reduced from 90% to 80% as a result of capacity constraints experienced in the Department as well as to deal with the backlogs created by the Covid-19 pandemic;
- d) KPI019- The SMART (specific, measurable, attainable, realistic and time bound) principle is applied. The target was also reduced from 80% to 70% due to infrastructural challenges currently experienced at one of the waste water treatment works;
- e) KPI037- The SMART principle is applied;
- f) KPI042- The SMART principle is applied;
- g) KPI063- The SMART principle is applied;
- h) KPI083- Target moved to negate the effects of the Covid-19 pandemic;
- i) KPI074, KPI076 and KPI077- Targets reduced to bring it in line with the municipal valuation role for residential properties; and
- j) KPI084- New indicator

Any detected spelling and grammatical errors in the document were also corrected, where needed.

RECOMMENDATIONS FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO COUNCIL: 2021-01-20: ITEM 6.3

- (a) that the Revised TL SDBIP 2020/21 be approved;
- (b) that the Revised TL SDBIP 2020/21 be published on the Municipal Website; and
- (c) that the Revised TL SDBIP 2020/21 be submitted to:
 - (i) Internal Audit Unit (for notification);
 - (ii) Department of Local Government: Western Cape;
 - (iii) Provincial Treasury: Western Cape;
 - (iv) Auditor General of South Africa; and
 - (v) National Treasury.

FOR FURTHER DETAILS CONTACT:

NAME	Gurswin Cain
POSITION	Manager: IDP/PMS/PP
DIRECTORATE	Office of the Municipal Manager
CONTACT NUMBERS	021 – 808 8174
E-MAIL ADDRESS	Gurswin.Cain@ Stellenbosch.gov.za
REPORT DATE	12 January 2021

6.4	MID-YEAR ADJUSTMENTS BUDGET FOR 2020/2021
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ITEM WITHDRAWN

6.5	MID-YEAR BUDGET AND PERFORMANCE ASSESSMENT FOR 2020/2021
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Collaborator No:**IDP KPA Ref No:****Meeting Date:****Good Governance and Compliance****20 January 2021****1. SUBJECT: MID-YEAR BUDGET AND PERFORMANCE ASSESSMENT FOR 2020/2021****2. PURPOSE**

To submit the Section 72 report (Mid-year Budget and Performance Assessment Report) to Council.

3. DELEGATED AUTHORITY**FOR NOTICE BY MUNICIPAL COUNCIL**

In terms of Section 54 of the Municipal Finance Management Act (MFMA), 56 of 2003.

4. EXECUTIVE SUMMARY

This report provides the progress made by the Municipality in terms of the Service Delivery Budget and Implementation Plan (SDBIP) for the period 1 July 2020 to 31 December 2020.

RECOMMENDATIONS FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO COUNCIL: 2021-01-20: ITEM 6.5

- (a) that Council takes note of the report and more specifically the assessment and forecasts contained in the report;
- (b) that Council takes note that an Adjustments Budget will be tabled to Council as a result of the following:
 - i the appropriation of additional allocations received and increased realistically anticipated revenue during the financial year;
 - ii the reprioritization of projects in line with being completed by the communicated cut-off dates to facilitate year- end preparation;
- (c) that Council notes the performance of the Municipality against the set objectives contained in Section 2; and
- (d) that the Accounting Officer attends to ensuring that Directors put the necessary corrective measures in place to ensure that projects are managed proactively in a bid to ensure that Council meets its strategic objectives contained in the Service Delivery and Budget Implementation Plan and to report on same at the end of quarter.

6.6	MFMA SECTION 52 REPORTING UP TO DECEMBER 2020
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Collaborator No:

IDP KPA Ref No:

Meeting Date:

Good Governance and Compliance

20 January 2021

1. SUBJECT: MFMA SECTION 52 REPORTING UP TO DECEMBER 2020

2. PURPOSE

To comply with section 52(d) of the Municipal Finance Management Act and report to Council on the budget; financial and service delivery budget implementation plan by the Municipality for quarter 2 of the 2020/21 financial year.

3. DELEGATED AUTHORITY

THE EXECUTIVE MAYOR TO SUBMIT TO COUNCIL

In terms of section 52 (d) of the Municipal Finance Management Act:

“The mayor of a municipality—

(d) must, within 30 days of the end of each quarter, submit a report to the council on the implementation of the budget as well as the non-financial performance of the municipality;”

4. EXECUTIVE SUMMARY

The Executive Mayor must provide general political guidance over the fiscal and financial affairs of the Municipality and is required by Section 52(d) of the Municipal Finance Management Act to submit a report on the implementation of the budget and the financial and non-financial performance of the Municipality, to the Council within 30 days after end of each quarter.

The Section 52 report is a summary of the budget performance. It compares the implementation of the budget to the commitments made and contained in the Service Delivery and Budget Implementation Plan (SDBIP), and is intended to enable Council to give effect to their oversight responsibility.

This report provides the overall performance of the Municipality for the period 1 October 2020 to 31 December 2020.

RECOMMENDATION FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO COUNCIL: 2021-01-20: ITEM 6.6

that Council notes the Section 52 Report (including quarterly performance report) for the second quarter.

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	CORPORATE SERVICES: (PC: CLLR AR FRAZENBURG)
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7.2.1	PAYMENT OF WARD COMMITTEE MEMBERS WHERE WARD COMMITTEES DID NOT CONVENE MEETINGS DURING QUARTER 4 OF 2020
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Collaborator No:

IDP KPA Ref No:

Meeting Date:

Good Governance and Compliance

20 January 2021

1. SUBJECT: PAYMENT OF WARD COMMITTEE MEMBERS WHERE WARD COMMITTEES DID NOT CONVENE MEETINGS DURING QUARTER 4 OF 2020

2. PURPOSE

To submit to Council a report to consider if payment should be made to ward committee members where their ward committee did not convene meetings during the period October 2020 to December 2020 due to various challenges.

3. DELEGATED AUTHORITY

Council is the decision-making authority.

4. EXECUTIVE SUMMARY

Subsequent to the declaration of a national disaster on the Covid-19 pandemic on 15 March 2020, Council, at an urgent meeting on 25 March 2020, granted permission to the Executive Mayor to exercise powers of the Council with the exception of powers stipulated in Section 160(2) of the Constitution. The Executive Mayor approved the payment of ward committee members despite the fact that they did not meet during lockdown, as committees could not meet.

With the entire country placed on alert level 2 during August 2020 in the wake of a moderate Covid-19 spread of the virus, council meetings took place again although on a virtual platform. Council was fully operational and the full workforce at work although some ward offices were still closed. Council withdrew the delegations to the Executive Mayor on her request in September 2020.

The ward offices, except those of wards 16 and 17, opened on 01 September 2020 after the national lockdown implemented in March 2020. This paved the way for ward committees to convene meetings, strictly adhering to the Covid-19 regulations, health and safety protocols.

The wards indicated in Table 1 below did not convene any ward committee meetings during the period October to December 2020 for the reasons indicated below as received from the respective ward councillor. Payment could not be made to the ward committee members of said ward committees as Clause 25 of the Policy and Procedures for Ward Committees stipulates that payment for out-of-pocket allowances should be made to a ward committee member for attending a ward committee meeting.

The country has subsequently moved to level 1 and was again placed under revised level 3 lockdown regulations from 28 December 2020.

Table 1: List of ward committees that held no meetings during the period October to December 2020

Ward	Meetings scheduled prior to lockdown	Reason/s for not being able to meet
3	6 Oct ; 3 Nov	Unrest within Lanquedoc led to Councillor being protected 24/7
5	6 Oct ; 3 Nov ; 1 Dec	No network connection: ward office could therefore not function – was waiting for equipment to enable ICT to fix the problem at the ward office. Problem only fixed on 15 December 2020
14	14 Oct ; 11 Nov	No ward office – awaiting action from LED to provide office space as per negotiations done by the Office of the Speaker
22	7 Oct ; 4 Nov ; 3 Dec	No ward office – previous office space utilised (Plein Street Library Hall) not available during lockdown and beyond

Council has adopted a revised Policy and Procedures for Ward Committees on 25 November 2020. 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.

Council must consider if they want to consider waiving Clause 25 and approving the payment to ward committee members of those wards that could not meet as a result of the challenges as indicated in Table 1 above. It is also advised that Council resolves on the period between January 2021 and March 2021 as it is unclear what the situation will be as the current level 3 has been extended to manage wave 2 of the virus.

RECOMMENDATIONS FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO COUNCIL: 2021-01-20: ITEM 7.2.1

- (a) that the report is noted;
- (b) that Council waives clause 25 of the Policy and Procedures for Ward Committees for the last quarter of 2020; and
- (c) that, where meetings could not take place as indicated in the item, the ward committee members be paid for the last quarter of 2020, given the fact that the ward committee members also fulfilled other duties in the wards as ward committee members.

7.2.2	LEASE PORTIONS 528A AND 529CC: MOUNTAIN BREEZE CARAVAN PARK
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Collaborator No:
 IDP KPA Ref No: **Good Governance**
 Meeting Date: **20 January 2021**

1. SUBJECT: LEASE PORTIONS 528A AND 529CC: MOUNTAIN BREEZE CARAVAN PARK

2. PURPOSE

To inform council that the current lease agreement comes to an end on 31 March 2021. Council has to resolve on a way forward.

3. DELEGATED AUTHORITY

The Municipal Council must consider the matter.

4. EXECUTIVE SUMMARY

Stellenbosch Municipality and Stellenbosch Caravan Park cc (Malan) concluded a long term Lease Agreement during 1992 for a period of 30 years (1 April 1991-31 March 2021). This Lease Agreement was later ceded to the Mountain Breeze Caravan Park cc (Visser). The lease Agreement will expire on 31 March 2021. The current Lessee send a letter attached as **APPENDIX 8** expressing her interest to continue with a lease provided that it is a 10 year period to get some returns on investment.

A letter and email was also received from one of the persons occupying a stand on a long term basis requesting to rent the land from Council – **APPENDIX 6 and 7**.

Council must now decide on how to deal with this property, i.e. whether to dispose of it, or enter into a further rental agreement with the current lessee or someone else or use the property for another purpose. A decision also needs to be taken on the short term process (after March 2021) until a final decision has been reached.

EXECUTIVE MAYORAL COMMITTEE: 2021-01-20: ITEM 7.2.1

RESOLVED

that this item be referred back to Administration for refinement, whereafter same be resubmitted to Mayco in February 2021.

FOR FURTHER DETAILS CONTACT:

NAME	Piet Smit
POSITION	<i>Manager: Property Management</i>
DIRECTORATE	<i>Corporate Services</i>
CONTACT NUMBERS	021-8088189
E-MAIL ADDRESS	Piet.smit@stellenbosch.gov.za
REPORT DATE	13- 01-2021

7.2.3	PROPOSED AMENDED LEASE AGREEMENT: KARLIEN AND KANDAS CRECHE: ERVEN 12758 AND 12759, STELLENBOSCH
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Collaborator No:

IDP KPA Ref No:

Meeting Date:

Good Governance

20 January 2021

1. SUBJECT: PROPOSED AMENDED LEASE AGREEMENT: KARLIEN AND KANDAS CRECHE: ERVEN 12758 AND 12759, STELLENBOSCH

2. PURPOSE

To obtain Council's approval to amend the Lease Agreement between Stellenbosch Municipality and Karlien and Kandas crèche in regard to erven 12758 and 12759, Stellenbosch.

3. DELEGATED AUTHORITY

The Executive Mayor in consultation with the Executive Mayoral committee has delegated powers to make a decision in regard to lease agreements for less than 10 years and values that will be less than R5 million.

4. EXECUTIVE SUMMARY

Stellenbosch Municipality took over a Lease Agreement between Karlien en Kandas Crèche and the Dutch Reform church when the properties (erven 12758 and 12759) were transferred to Stellenbosch Municipality in 2001. This agreement was for an undetermined period, and had an early termination clause (6 months).

This Agreement was replaced with a new Lease Agreement in 2004, also for an undetermined period (**APPENDIX 3**). Changes to the existing lease can only be implemented with the agreement of the lessee as rights are in existence in terms of the current agreement's term. The Lessee has indicated that they will accept the change in the lease period. The nature of the business of the crèche requires that they get at least 12 months' notice to ensure that the children are accommodated should they need to move out of the current facility

The item served before Mayco in November 2019, but was referred back due to the link the property has with erf 13246..The item on erf 13246 was resubmitted for consideration early in 2020, but the item on erf 13246 was referred back and therefore this item was also not dealt with. Both items are resubmitted for consideration.

The item served before Council in November 2020.No resolution was taken as it stood down for further deliberation. It is resubmitted for consideration.

RECOMMENDATIONS FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO COUNCIL: 2021-01-20: ITEM 7.2.3

- (a) that it be confirmed that erven 12758 and 12759 were identified as land not needed for municipal purpose for the period for which the rights are awarded;
- (b) that Council notes that a current lease agreement with the Lessee exists;
- (c) that Council approves, in principle, the amendment to the period of lease from an undetermined period to a period of 9 years and 11 months;
- (d) that public comments/objections be requested on the amendment of the lease, and that the item be resubmitted after the public participation process; and
- (e) that the determination of the monthly rental and the decision on the costs for rezoning of the property stand over until after the public participation process has been completed.

FOR FURTHER DETAILS CONTACT:

NAME	Piet Smit
POSITION	Manager: Property Management
DIRECTORATE	Corporate Services
CONTACT NUMBERS	021-8088189
E-MAIL ADDRESS	Piet.smit@stellenbosch.gov.za
REPORT DATE	30 October 2020

7.2.4	ERF 13246, STELLENBOSCH: DUTCH REFORM CHURCH: WELGELEGEN: APPLICATION TO ENFORCE FALL-BACK CLAUSE
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Collaborator No:

IDP KPA Ref No:

Meeting Date:

Good Governance

20 January 2021

1. SUBJECT: ERF 13246, STELLENBOSCH: DUTCH REFORM CHURCH: WELGELEGEN: APPLICATION TO ENFORCE FALL-BACK CLAUSE

2. PURPOSE

The purpose of this item is to consider the enforcement of the fall-back clause in the Exchange of Land Agreement of 12 May 1995 and to determine the value at which such buy back should take place if approved.

3. DELEGATED AUTHORITY

For decision by Council.

4. EXECUTIVE SUMMARY

Stellenbosch Municipality and the Dutch Reform Church: Welgelegen concluded an Exchange of Land Agreement in 1995 in terms whereof erf 13246, Stellenbosch (municipal land) was exchanged for two residential erven in Die Boord, being erven 12758 and 12759 (church land) on an equal in value basis. The Agreement, however, has a fall-back clause, indicating that the land must be transferred back to the Municipality should it no longer needed for church purposes. Seeing that the Dutch Reform Church: Welgelegen does not want to use the property for church purposes they have requested that the fall-back clause be enforced, as per the Agreement. Council must agree to the value at which the property is bought back, as per the Agreement.

The item served before Mayco in November 2019 and was referred back. We received an update on the Municipal Value for the property on which the rates are base. That information is attached as **APPENDIX 8**.

It was resubmitted in February 2020, but did not serve on the agenda. It is now resubmitted for consideration. The item served before the Mayco meeting In November 2020, but no decision was taken. It is resubmitted for consideration.

EXECUTIVE MAYORAL COMMITTEE: 2021-01-20: ITEM 7.2.5

RESOLVED

that this item be referred back to Administration for refinement and legal advice.

FOR FURTHER DETAILS CONTACT:

NAME	PIET SMIT
POSITION	Manager: Property Management
DIRECTORATE	Corporate Services
CONTACT NUMBERS	021-8088750
E-MAIL ADDRESS	Piet.smit@stellenbosch.gov.za
REPORT DATE	2020 – 11- 09

7.2.5	APPLICATION FOR A LONG-TERM LEASE AGREEMENT BETWEEN STELLENBOSCH MUNICIPALITY AND THE STELLENBOSCH FLYING CLUB: PORTION L OF FARM 502, STELLENBOSCH
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Collaborator No:

IDP KPA Ref No:

Meeting Date:

Good Governance

20 January 2021

1. SUBJECT: APPLICATION FOR A LONG-TERM LEASE AGREEMENT BETWEEN STELLENBOSCH MUNICIPALITY AND THE STELLENBOSCH FLYING CLUB: PORTION L OF FARM 502, STELLENBOSCH

2. PURPOSE

The purpose of this report is to:-

- a) Provide feedback on the public participation process envisaged in paragraph 9.2.2.1 of the Policy on the Management of Council-owned property, and
- b) Make a final determination on the request for a long term lease agreement.

4. DELEGATED AUTHORITY

The Executive Mayor in consultation with the Executive Mayoral Committee has delegated powers to decide on lease agreements less than 10 years. Council however has to deal with properties worth more than R5 million even if the proposed agreement is less than 10 years.

4. EXECUTIVE SUMMARY

After following the public participation process prescribed by Regulation 35 of the Asset Transfer Regulation, Council decided on 2010-08-29 *inter alia*, to in principle approve a Lease Agreement with the Flying Club for a period of 9 years and 11 months without following a public competitive process, subject thereto that Council's intention to enter into the agreement be advertised for public comment/inputs/alternative proposals.

The notice was published on 2 October 2020 and the closure for inputs was 23 October 2020.

Only one (1) input was received from the Western Cape Education Department which must now be considered by Council, before making a final determination regarding the proposed long term Lease Agreement (see 6.1.4 below).

The valuation reports are attached as appendices 4 and 5.

A further letter was received from the Western Cape Education department, of which the contents speaks for itself, dated 23 November 2020 and is attached as **APPENDIX 6**.

RECOMMENDATIONS FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO COUNCIL: 2021-01-20: ITEM 7.2.5

- (a) that Council takes note of the inputs received from the WCED;
- (b) that the lease be approved to be entered into for a period of 9 years and 11 months with an option to renew the agreement after this initial period;
- (c) that before the lease is signed, proof be submitted from the Western Cape Education Department on the agreement reached between the WCED and the Flying Club;
- (d) that a market-related rental of R30 080.00 (the average of the two new evaluations) be charged from 1 April 2021;
- (e) that the rental be escalated by CPI on the first day of the financial year annually, excluding 1 July 2021;
- (f) that, if the Flying Club wishes to enter into a sub-lease arrangement, such sub-lease must be approved by Council;
- (g) that Council approves the sub-leases with the current companies operating on the field and with whom sub-leases were approved previously;
- (h) that the delegation to approve any other sub-leases be delegated to the Municipal Manager;
- (i) that the agreement may be terminated earlier on a 12 months' notice period if the land is needed for municipal services; and
- (j) that the Flying Club pays the taxes and services punctually.

FOR FURTHER DETAILS CONTACT:

NAME	Piet Smit
POSITION	Manager: Property Management
DIRECTORATE	Corporate Services
CONTACT NUMBERS	021-8088189
E-MAIL ADDRESS	Piet.smit@Stellenbosch.gov.za
REPORT DATE	2021 – 01 - 03

7.2.6	PROPOSED EXCHANGE OF LAND: LEASE FARMS 502AA, 502AB AND A PORTION OF PORTION 13 OF FARM 491 FOR A PORTION OF PORTION 10 OF FARM 502, STELLENBOSCH: SPIER HOLDINGS (PTY) LTD
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Collaborator No:

IDP KPA Ref No:

Meeting Date:

Good Governance

20 January 2021

1. SUBJECT: PROPOSED EXCHANGE OF LAND: LEASE FARMS 502AA, 502AB AND A PORTION OF PORTION 13 OF FARM 491 FOR A PORTION OF PORTION 10 OF FARM 502, STELLENBOSCH: SPIER HOLDINGS (PTY) LTD

2. PURPOSE

To consider the (in principle) application to exchange land as submitted by Spier Holdings (Pty) Ltd.

3. DELEGATED AUTHORITY

For decision by Municipal Council.

4. EXECUTIVE SUMMARY

Spier Holdings (Pty) Ltd is leasing a number of Municipal-owned Lease Farms. They have now applied for an exchange of portions of Lease Areas for a portion of their own land. Council must now consider this application in principle in terms of the relevant provisions contained in the Property Management Policy.

There are 4 options that are discussed under point 6 below. Council may also decide on any other option. In consideration of the option sit must be taken into account that the properties fall in the above R10 million value categories and the provisions of the asset transfer regulations for the properties therefore needs to be followed which means an Information statement and public participation process must first be followed before a decision can be taken, similar to what took place with the lease process of the Flying club.

RECOMMENDATION FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO COUNCIL: 2021-01-20: ITEM 7.2.6

that Council considered the application, and does not approve the land exchange application.

FOR FURTHER DETAILS CONTACT:

NAME	Piet Smit
POSITION	<i>Manager: Property Management</i>
DIRECTORATE	CORPORATE SERVICES
CONTACT NUMBERS	021-8088189
E-MAIL ADDRESS	Piet.smit@stellenbosch.gov.za
REPORT DATE	2020-08 - 03

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)
7.5.1	REQUEST TO COMMENCE WITH THE INVESTIGATION INTO THE USE AND GENERATION OF ALTERNATE ELECTRICITY ENERGY SUPPLIES

Collaborator No:

IDP KPA Ref No:

Meeting Date:

Good Governance

20 January 2021

1. SUBJECT: REQUEST TO COMMENCE WITH THE INVESTIGATION INTO THE USE AND GENERATION OF ALTERNATE ELECTRICITY ENERGY SUPPLIES

2. PURPOSE

To inform Council about the option to investigate alternate forms of Electricity Supplies through own generation or purchases from Independent Power Producers.

3. DELEGATED AUTHORITY

Municipal Council -- for notification.

4. EXECUTIVE SUMMARY

Under previous circumstances, the Constitution did not allow Local Government to enter into the generation of electricity and the Electricity Regulation Act did not allow municipalities to purchase electricity from any company other than Eskom. Through the promulgation of Electricity Regulation Act Regulations, in 16 October 2020, this changed and municipalities are now allowed to generate electricity and purchase electricity from other electricity providers than Eskom.

Stellenbosch Municipality is in the position to make use of internal research entities, Stellenbosch University and the Council for Scientific and Industrial Research (CSIR) as well as the Western Cape Government to facilitate the investigations into viability and feasibility of the following possible projects and other similar possibilities:

- a. Rooftop Solar Panel Generation of Electricity
- b. Methane Mining of the Landfill Site and utilising methane to power engines which in turn generates electricity through generators
- c. Storage of Electricity with batteries/capacitor in order store cheap electricity at night and to use this during expensive slots within the day
- d. Allowing the public to generate electricity and sell this to the municipality
- e. Purchasing Electricity from registered Independent Power Providers (IPPs)
- f. Investigating the generation of electricity on a large scale with the view of onward selling of this electricity to willing buyers outside the jurisdiction of Stellenbosch Municipality.

RECOMMENDATIONS FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO COUNCIL: 2021-01-20: ITEM 7.5.1

- (a) that Council approves the investigation into alternate methods of electricity generation and purchases;
- (b) that Council approves the joint investigation to be done by University of Stellenbosch, Council for Scientific and Industrial Research (CSIR), and the Western Cape Government;
- (c) that Council accepts the initiating of the following processes as may be required:
- i. Municipal Systems Act, Section 78(1) processes
 - ii. Municipal Finance Management Act, Section 33 investigation processes
 - iii. Electricity Regulation Act, Section 13; and
- (d) that Council considers the funding of such investigations and implementation of completed investigations within the determination of the 2021/22 budget process.

FOR FURTHER DETAILS CONTACT:

NAME	Deon Louw
POSITION	<i>Director Infrastructure Services</i>
DIRECTORATE	<i>Infrastructure Services</i>
CONTACT NUMBERS	021 808 8815
E-MAIL ADDRESS	deon.louw@stellenbosch.gov.za
REPORT DATE	12 January 2021

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

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

7.8	RURAL MANAGEMENT: (PC: CLLR S PETERS)
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NONE

7.9	YOUTH, SPORT AND CULTURE: (PC:)
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7.9.1	UNIVERSAL ACCESS POLICY REVIEW
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Collaborator No: 700482
 IDP KPA Ref No: Good Governance and Compliance
 Meeting Date: 20 January 2021

1. SUBJECT: UNIVERSAL ACCESS POLICY REVIEW

2. PURPOSE

To obtain Council approval for the Universal Access Policy Review.

3. DELEGATED AUTHORITY

FOR DECISION BY MUNICIPAL COUNCIL

4. EXECUTIVE SUMMARY

Council approved the Universal Access Policy in April 2016. The first review includes progress evaluation of policy implementation and the introduction of the White Paper on the Rights of Persons with Disabilities.

RECOMMENDATIONS FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO COUNCIL: 2021-01-20: ITEM 7.9.1

- (a) that Council notes the results of the public participation process for the Review of the Universal Access Policy; and
- (b) that the reviewed Universal Access Policy be approved.

FOR FURTHER DETAILS CONTACT:

NAME	Michelle Aalbers
POSITION	Manager Community Development
DIRECTORATE	Community and Protection Services
CONTACT NUMBERS	8408
E-MAIL ADDRESS	Michelle.aalbers@stellenbosch.gov.za
REPORT DATE	2020-12-23

7.10	MUNICIPAL MANAGER
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7.10.1	ADOPTION OF THE REVISED STRATEGIC AND OPERATIONAL RISK REGISTER FOR THE 2020/21 FINANCIAL YEAR WITH RISK APPETITE
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Collaborator No: 700491
IDP KPA Ref No: Good Governance and Compliance
Meeting Date: 20 January 2021

1. SUBJECT: ADOPTION OF THE REVISED STRATEGIC AND OPERATIONAL RISK REGISTER FOR THE 2020/21 FINANCIAL YEAR WITH RISK APPETITE

2. PURPOSE

To submit the Strategic and Operational Risk Register for the 2020/21 financial year for Council approval.

3. DELEGATED AUTHORITY

Council.

4. EXECUTIVE SUMMARY

Municipal Governance best practice as well the Municipal Finance Management Act (MFMA), Act 56 of 2003, requires municipalities to have an effective risk management mechanism to stay abreast of prevalent risks and to determine the risk appetite. To ensure effectiveness, a municipality must focus its attention and resources on the areas of most significant risk and concern to stakeholders. To this end, Stellenbosch Municipality has undertaken the practice of adopting a Strategic Risk Register which identifies strategic and operational risk at a corporate level to ensure that risks which could hamper service delivery and the strategic objectives are identified and linked to appropriate actions to mitigate the risks.

Due to the changing dynamics in the external environment with impact municipal services, amendments to the Strategic Risk Register were necessitated to ensure that the municipalities remain appropriately responsive to the risk environment.

The Stellenbosch Municipality is committed to effective risk management in order to achieve the municipality's vision, service delivery, and strategic objectives and to ensure appropriate outcomes for the community.

RECOMMENDATION FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO COUNCIL: 2021-01-20: ITEM 7.10.1

that Council adopts the Strategic and Operational Risk Register for the 2020/21 financial year.

FOR FURTHER DETAILS CONTACT:

NAME	SHIREEN DE VISSER
POSITION	SENIOR MANAGER: GOVERNANCE
DIRECTORATE	OFFICE OF THE MUNICIPAL MANAGER
CONTACT NUMBERS	X8035
E-MAIL ADDRESS	shireen.devisser@stellenbosch.gov.za
REPORT DATE	13 JANUARY 2021

7.10.2	MUNICIPAL PARTNERSHIP FOR HUMAN RIGHTS
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Collaborator No:

IDP KPA Ref No:

Meeting Date:

Good Governance and Compliance

20 January 2021

1. SUBJECT: MUNICIPAL PARTNERSHIP FOR HUMAN RIGHTS

2. PURPOSE

To confirm the appointment of the two (2) Councillors and two (2) officials to represent Council in the partnership for Human Rights with Jönköping Municipality (JM) and to submit same as entries into the Inception Application to ICLD.

3. DELEGATED AUTHORITY

Council

4. EXECUTIVE SUMMARY

Stellenbosch Municipality (SM) has been approached by the Swedish International Centre for Local Democracy (ICLD) to explore the possibility of entering into a partnership with a Swedish Municipality selected by ICLD on the topic of Human Rights.

At the Council meeting of 25 November 2020 Council resolved that SM may enter into a partnership agreement (**APPENDIX 1**). This information was passed onto ICLD who identified Jönköping Municipality in the south of Sweden as the preferred municipality to enter into this partnership with SM.

Jönköping Municipality has recently won a prestigious European Union (EU) award which as a by-product unlocks funding and sponsorship from vast array of sources within the European Union (EU) who are interested in human rights and this kind of partnerships. This partnership potentially opens the doors to this funding and could potentially allow SM access to funding sources for human rights projects that were not previously available or accessible.

A Letter of Intent, outlining the broad partnership relations has been concluded and signed by both municipalities subsequent to the Council resolution, **APPENDIX 2**.

In accordance with this letter, as well as subsequent correspondence between the two municipalities the broad terms for the collaboration would be the area of human rights and specific emphasis will be given to the area of social sustainability, with further emphasis on particular issues such as amongst others gender inequality. The collaboration is therefore shaped within ICLD's core areas framework, i.e. equity and inclusion, citizen participation, transparency and the possibility of accountability.

Given the above, it is now required of the two municipalities to submit a joint Inception Application to ICLD. This application must be submitted to ICLD by January 2021.

In order to submit the application there are certain requirements that both municipalities must meet, i.e.

- i. That the application must be submitted in Swedish
- ii. That the suitable participants be confirmed and their details be submitted as part of the Application
- iii. SM's initial understanding of the partnership for Human Rights.

It must be noted that as a result of the Covid-19 pandemic, there are currently and most probably for the foreseeable future, international travel restrictions in place. This situation might result in using alternative methods of communication other than local visits by the representatives the respective municipalities.

RECOMMENDATIONS FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO COUNCIL: 2021-01-20: ITEM 7.10.2

- (a) that Council takes note of the requirement to identify and confirm the appointment of two (2) suitable Councillors to represent the Municipality in this partnership;
- (b) that Council takes note of the requirement to identify and confirm the appointment of two (2) suitable Officials to represent the Municipality in this partnership;
- (c) that Council takes note that the traveling and accommodations requirements for the four (4) staff members will be covered by ICLD;
- (d) that Council takes note of the fact that there currently are international travel restrictions in place as a result of the ongoing Covid 19 pandemic;
- (e) that Council confirms the appointment of two (2) suitable Councillors to represent the Municipality in this partnership, whose particulars will be recorded in the Inception Application; and
- (f) that Council confirms the appointment of the Municipal Manager, Ms Geraldine Mettler and the Manager: Housing Administration, Ms Rotanda Nona Swartbooi, as the two (2) suitable Officials to represent the Municipality in this partnership.

FOR FURTHER DETAILS, CONTACT:

NAME	Geraldine Mettler
POSITION	Municipal Manager
DIRECTORATE	Municipal Manager
CONTACT NUMBERS	021 808 8025
E-MAIL ADDRESS	municipal.manager@stellenbosch.gov.za
REPORT DATE	9 January 2021

7.10.3	DECISIONS TAKEN BY DIRECTORATES IN TERMS OF DELEGATED AUTHORITY FROM 01 OCTOBER 2020 UNTIL 31 DECEMBER 2020
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Collaborator No:

IDP KPA Ref No:

Meeting Date:

Good Governance and Compliance

20 January 2021

1. SUBJECT: DECISIONS TAKEN BY DIRECTORATES IN TERMS OF DELEGATED AUTHORITY FROM 01 OCTOBER 2020 UNTIL 31 DECEMBER 2020

2. PURPOSE OF REPORT

To report to Council on the decisions taken by the Municipal Manager and Directors in terms of Council's System of Delegations for the period 01 October 2020 until 31 December 2020, in compliance with Section 63 of the Local Government: Municipal Systems Act read in conjunction with the System of Delegations as approved by Council.

3. DELEGATED AUTHORITY

Municipal Council

4. EXECUTIVE SUMMARY

In view of the legislative stipulations, attached is a summary as **ANNEXURE 1** of decisions taken by each Directorate. The report is for noting purposes.

Please note that these delegations only indicate the delegations exercised as delegated by Council to the various Senior Managers.

RECOMMENDATION FROM THE EXECUTIVE MAYOR, IN CONSULTATION WITH THE EXECUTIVE MAYORAL COMMITTEE, TO COUNCIL: 2021-01-20: ITEM 7.10.3

that Council takes note of the decisions taken, for the period 01 October 2020 until 31 December 2020, by the following Section 56 Managers:

- Municipal Manager – Ms G Mettler (01 October 2020 – 31 December 2020).
- Chief Financial Officer – Mr K Carolus (01 October 2020 – 31 December 2020).
- Director Community and Protection Services Mr G Boshoff (01 October 2020 – 31 December 2020).
- Director Corporate Services – Ms A de Beer (01 October 2020 – 31 December 2020).
- Director Infrastructure Services – Mr D Louw (01 October 2020 – 31 December 2020).
- Director Planning and Economic Development – Mr A Barnes (01 October 2020 – 31 December 2020).

POSITION	Municipal Manager
DIRECTORATE	Office of the Municipal Manager
CONTACT NUMBERS	021 808 8025
E-MAIL ADDRESS	municipal.manager@ Stellenbosch.gov.za
REPORT DATE	14 January 2021

8.	REPORTS SUBMITTED BY THE EXECUTIVE MAYOR
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NONE

9.	URGENT MATTERS
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NONE

10.	MATTERS TO BE CONSIDERED IN-COMMITTEE
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SEE IN-COMMITTEE DOCUMENTATION

The meeting adjourned at 13.50.

CHAIRPERSON:

DATE:

Confirmed on

6.	STATUTORY MATTERS
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6.1	MID-YEAR ADJUSTMENTS BUDGET AND REVISED SERVICE DELIVERY AND BUDGET IMPLEMENTATION PLAN FOR 2020/2021
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Collaborator No:

IDP KPA Ref No:

Meeting Date:

Good Governance and Compliance

17 February 2021

1. SUBJECT: MID-YEAR ADJUSTMENTS BUDGET AND REVISED SERVICE DELIVERY AND BUDGET IMPLEMENTATION PLAN FOR 2020/2021

2. PURPOSE

To table the adjustments budget as envisaged by section 28 of the Municipal Finance Management Act (Act No.56 of 2003), for the 2020/2021 financial year together with the revised Service Delivery and Budget Implementation Plan.

3. DELEGATED AUTHORITY

Council

4. EXECUTIVE SUMMARY

This adjustments budget addresses adjustments in terms of section 28 (2) a, b, d & f of the MFMA and is further explained as required by section 28 (2).

Furthermore Section 54 (1) of the MFMA states the mayor must-consider and, if necessary, make any revisions to the SDBIP, provided that revisions to the SDBIP may only be made with the approval of the council following approval of an adjustments budget. These revisions to the SDBIP was approved by council on 27 January 2021.

The approved revisions to the SDBIP is submitted with the Mid-year adjustments to ensure compliance with Section 54 (1) of the MFMA.

Attached as **APPENDIX 1** is an executive summary by the Accounting Officer.

5. RECOMMENDATIONS

- (a) that the Adjustments Budget as prescribed by the Budgeting and Reporting Regulations, as set out in **APPENDIX 2**, be approved;
- (b) that the list of capital projects be adjusted over the MTREF (2021/2022), as set out in **APPENDIX 1**; and
- (c) that Council reaffirms the revised Service Delivery and Budget Implementation Plan approved on 27 January 2021 as aligned to the Mid-year adjustments budget, as set out in **APPENDIX 4**.

6. DISCUSSION / CONTENTS

6.1. Background

In terms of section 28 of the Municipal Finance Management Act (Act no. 56 of 2003), a municipality may revise an approved budget through an adjustments budget process.

Only the mayor may table an adjustments budget in the Municipal Council (within the prescribed framework). The latter is regulated by means of the Municipal Budget and Reporting Regulations that came into effect on 1 July 2009.

In terms of section 28(2) of the Municipal Finance Management Act, an adjustments budget:

a) must adjust the revenue and expenditure estimates downwards if there is material under collection of revenue during the current year;

b) may appropriate additional revenue that have become available over and above those anticipated in the annual budget, but only to revise or accelerate spending programmes already budgeted for;

d) may authorize the utilization of projected savings in one vote towards spending in another vote; and

f) may correct any errors in the annual budget.

In terms of section 23(1) of the Municipal Budget and Reporting Regulations, the above mentioned adjustments can only be done after the mid-year budget and performance assessment has been tabled to Council, but not later than 28 February.

Furthermore Section 54 (1) of the MFMA states the mayor must-consider and, if necessary, make any revisions to the SDBIP, provided that revisions to the SDBIP may only be made with the approval of the council following approval of an adjustments budget. These revisions to the SDBIP was approved by council on 27 January 2021.

The approved revisions to the SDBIP is submitted with the Mid-year adjustments to ensure compliance with Section 54 (1) of the MFMA.

6.2 Discussion

Capital Adjustments Budget

During the mid-year budget and performance assessment process, it was identified that the approved capital budget had to be adjusted to make necessary amendments to various projects in order to accelerate progress on the priorities identified. Refer to **APPENDIX 1** for detail.

Operational Adjustment Budget

With the process followed during the mid-year budget and performance assessment, taking into consideration projected spending or projected billed revenue versus what was actually processed, it was identified that the approved operational budget should be adjusted accordingly. Refer to **APPENDIX 1** for detail.

Material changes to the operating budget:

Operational Income Budget

There are line items where we anticipate underperformance. The income line items that will have to be adjusted downwards are:

- Water Service Charges: The municipality has billed R24 846 872 less water charges than initially anticipated. This decline in billings is a result of the decrease in

consumption. The categories reflecting the largest underperformance pertains to industrial water (R9 738 131) and the sale of conventional water (R13 287 058).

The billings reflect a decline of R12 900 664 in comparison with the same period last year. It is evident that this service charge has been adversely affected by the COVID-19 lockdown regulations and its concomitant impact on the economy. The municipality has re-assessed the water revenue budget and anticipates that a downward adjustment of R20 000 000 will be necessitated during the Mid-year adjustment budget process.

- **Electricity Service Charges:** The municipality has billed R65 388 139 less electricity charges than initially anticipated. The largest under performance relates to the prepaid electricity usage (R17 486 291), Industrial consumption (R14 732 201), low usage during peak times reflected for the time of use tariffs (R24 905 932) and the Commercial users (R6 047 403). The billings reflect a decline of R28 638 538 in comparison with the same period last year. It is evident that this service charge has been adversely affected by the COVID-19 lockdown regulations and its concomitant impact on the economy. The municipality has re-assessed the electricity revenue budget and anticipates that a downward adjustment of R33 000 000 will be necessitated during the Mid-year adjustment budget process.
- **Sanitation Charges:** The municipality has billed R12 341 644 less sanitation charges than initially anticipated. The largest under performance has been noted for the industrial waste water at R11 161 565. When taking into account the average monthly utilisation of the service, the risk exist that the municipality will only realise 79 per cent or R93 638 277 of its adjusted budget amount. This service charge has been adversely affected by the COVID-19 lockdown regulations and its concomitant impact on the economy. The municipality has re-assessed the sanitation revenue budget and anticipates that a downward adjustment of R10 000 000 will be necessitated during the Mid-year adjustment budget process.
- **Rental of facilities and equipment:** An under performance was noted for rental on facilities and equipment to the amount of R3 511 884. The variance is mainly due to the housing rental units. The user department indicated that the occupants of the municipal rental units have been subject to affordability testing since October 2019 which resulted in a decline in rentals. The municipality has re-assessed the rental of facilities and equipment revenue budget and anticipates that a downward adjustment of R5 700 000 will be necessitated during the Mid-year adjustment budget process.
- **Interest earned - external investments:** An under performance was noted for interest earned – external investments to the amount of R8 091 119. The variance is mainly due to the Covid- 19 pandemic which resulted in the prime interest rate being reduced. This reduction has resulted in a significant decrease in our call accounts and primary bank account interest rates. Furthermore, we have received lower rates on offer from investing institutions than the previous financial year. The interest on the investment journal to the amount of R1 245 179 will be processed during January 2021, which will result in an improvement for the next reporting period. The municipality has re-assessed the interest earned –external investments revenue budget and anticipates that a downward adjustment of R15 000 000 will be necessitated during the Mid-year adjustment budget process.
- **Fines, penalties and forfeits:** An underperformance was noted to the amount of R31 449 103. The municipality anticipates that a downward adjustment of R10 000 000 will be necessitated during the Mid-year adjustment budget process.

- Other Revenue: The municipality has re-assessed the other revenue budget and anticipates that an upward adjustment of R4 197 382 will be necessitated during the Mid-year adjustment budget process.

Operational Expenditure Budget

Various line items were adjusted (detail included in **APPENDIX 1**) due to requests received from user departments and operational pressure to increase efficiencies.

There are line items where we noted an overspending when compared to the year-to-date budget and we anticipate that additional funds will be required, over and above those already included and approved in the annual budget. Additional funds were requested for the following expenditure line items:

- Finance Charges: The external loan will only be taken up towards the end of the financial year and it will result in a saving in finance charges.
- Outsourced Services: Security Services: A budget increase has been requested for the security services relating to land invasions and additional security services requests from user departments.
- Outsourced Services: Refuse Removal: A budget increase has been requested to continue service delivery, for the transport and disposal of waste and the landfill operation and management until 30 June 2021.
- Transfer Station Klapmuts: Outsourced Services: Refuse Removal: A budget increase has been requested for the transport and disposal of waste generated at the landfill site until 30 June 2021.

We have identified savings on the following expenditure categories:

- Employee related costs: An under performance of R14 652 008 is noted against the year to date budget projections. The under spending is due to vacancies which have not yet been filled. Various advertisements for vacancies have been issued during the last quarter. The expenditure budget for this line item will have to be adjusted downwards with R40 235 278 during the Mid-year adjustments budget process.
- Materials and Bulk purchases: An underperformance of R47 893 348 is noted for materials and bulk purchases. A decline in consumption has been noted, as indicated under Service charges, which directly impacts the expenditure incurred on bulk purchases. This decline is largely due to the impact of COVID-19 on the local economy. Although it is envisaged that the demand for electricity will increase during the winter months, the budget will be preliminary decreased by R25 000 000 during the Mid-year adjustment budget process. A decline has also been noted for water purchases as alluded to under Service charges. The decline in consumption has necessitated a preliminary decrease of R3 000 000 which will be implemented during the Mid-year adjustment budget process.

6.3 External Loan for 2020/2021

After considering the municipality's cash position as at 31 December 2020 and also taking into account the improved capital spending it would be in council's best interest to take up the external loan of R120 000 000 for the 2020/2021 financial year. The external loan will only be taken up towards the end of the financial year and it will result in a saving in finance charges.

6.4 Legal Implications

The item is compliant with the relevant legislative framework.

6.5 Staff Implications

This report has no staff implications to the Municipality.

6.6 Previous / Relevant Council Resolutions:

Revised TL SDBIP 2020/21 – 27 January 2021
Grant roll-over Adjustments Budget 2020/2021 - 25 November 2020

6.7 Risk Implications

None

6.8 Comments from Senior Management:

Inputs from all Directorates were incorporated into the adjustments budget.

Attachments

Appendix 1 - Budget documentation
Appendix 2 - Adjustments budget 20/21 (B-schedule)
Appendix 3 - Quality certificate
Appendix 4 - Revised Service Delivery and Budget Implementation Plan (SDBIP)

FOR FURTHER DETAILS CONTACT:

NAME	KEVIN CAROLUS
POSITION	CHIEF FINANCIAL OFFICER
DIRECTORATE	FINANCIAL SERVICES
CONTACT NUMBERS	021 808 8528
E-MAIL ADDRESS	Kevin.Carolus@stellenbosch.gov.za
REPORT DATE	February 2021

6.2	REPORT IN TERMS OF SECTION 126 (4) OF THE MUNICIPAL FINANCIAL MANAGEMENT ACT: REASONS FOR THE DELAY IN COMPLETING THE AUDIT OF STELLENBOSCH MUNICIPALITY FOR THE FINANCIAL YEAR ENDED 30 JUNE 2020
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Collaborator No:

IDP KPA Ref No:

Meeting Date:

Good Governance and Compliance

17 February 2021

1. SUBJECT: REPORT IN TERMS OF SECTION 126 (4) OF THE MUNICIPAL FINANCIAL MANAGEMENT ACT: REASONS FOR THE DELAY IN COMPLETING THE AUDIT OF STELLENBOSCH MUNICIPALITY FOR THE FINANCIAL YEAR ENDED 30 JUNE 2020

2. PURPOSE OF REPORT

To notify Council on the communication received from the Auditor-General on the delay in completion of the Audit of the municipality for the financial year ended 30 June 2020.

3. DELEGATED AUTHORITY

Municipal Council

4. EXECUTIVE SUMMARY

The Accounting Officer received notification from the Auditor General on the challenges currently being experienced with the audit, which leads to non-compliance within the legislative deadlines.

5. RECOMMENDATION

For Council notification.

6 DISCUSSION / CONTENTS

6.1 Background

In terms of section 126(4) of the Local Government: MFMA, the Auditor-General must promptly submit a report to the relevant municipality, outlining the reasons for the delay if the Auditor-General is unable to complete the audit within three months of receiving the financial statements from the Accounting Officer.

6.2 Discussion

Attached is the communication received from the Auditor-General.

6.3 Financial Implications

No financial implication.

6.4 Legal Implications

S126 (4) MFMA

6.5 Staff Implications

None

6.6 Previous / Relevant Council Resolutions

None

ANNEXURE**ANNEXURE 1:** Communication received from the Auditor-General**FOR FURTHER DETAILS CONTACT:**

NAME	Kevin Carolus
POSITION	Chief Financial Officer
DIRECTORATE	Financial Services
CONTACT NUMBERS	021 808 8528
E-MAIL ADDRESS	kevin.carolus@stellenbosch.gov.za
REPORT DATE	

ANNEXURE 1

Municipal Manager
Stellenbosch Municipality
PO Box 17
Stellenbosch
7599

20 August 2020

Dear Ms Mettler

DELAYED SUBMISSION OF THE 2019-20 MFMA AUDIT REPORT

The President of the Republic of South Africa (President) declared a national lockdown with effect from 00h00 on 26 March 2020 due to the coronavirus pandemic. In response to the national lockdown declared by the President and the impact on the financial management functions of auditees governed by the Public Finance Management Act, 1999 (Act No. 1 of 1999) (PFMA) the Minister of Finance on 31 March 2020 issued Government Gazette No. 43188 in terms of the PFMA which exempted functionaries and institutions from complying with the relevant deadlines contained in sections 8(1)(b), 8(5), 19(1)(b), 19(5), 40(1)(c), 40(1)(d), 55(1)(c), 55(1)(d) and 65(2) of the PFMA. As a result, the deadline for submission of Annual Financial Statements (AFS) was extended for auditees governed by the PFMA from 31 May 2020 to 31 July 2020.

For the same reason as outlined above the Minister of Finance subsequently issued Government Gazette No. 43582 which exempts municipalities and municipal entities from complying with the deadlines in sections 126(1) and (2), 127(1) and (2), 129(1) and 133(2) of the Local Government Municipal Finance Management Act, 2003 (Act No. 56 of 2003) (MFMA).

The two-month extension granted to auditees governed in terms of the PFMA resulted in the deadline for the issuing of audit reports by the Auditor-General of South Africa (AGSA) to accounting officers to also be extended by a two-month period. The audit reports are scheduled to be submitted to the Accounting Officers on 30 September 2020. The audit teams are currently fully engaged with the PFMA audits which impacts the AGSA's capacity to proceed with any audits subject to the Local Government Municipal Finance Management Act, 2003 (Act No. 56 of 2003) (MFMA) before this date.

As a result of the extension of the PFMA timelines and its related impact on AGSA resourcing, we hereby wish to inform you that the AGSA has resolved for the date of the audit report submission to the accounting officers of MFMA auditees to be extended from 30 November 2020 (31 December 2020 for consolidations) to 28 February 2021 (31 March 2021 for consolidations) to allow for the application of the required diligence and care during the audit process.

Please do not hesitate to contact my office should you require any further information.

Yours sincerely



Sharonne Adams
Business Executive: Western Cape

Enquiries: Gavin Van Der Hoven
Telephone: 082 899 8372
Email: gavinvdh@agsa.co.za

6.3	MONTHLY FINANCIAL STATUTORY REPORTING: DEVIATIONS FOR JANUARY 2021
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Collaborator No:

IDP KPA Ref No:

Meeting Date:

Good Governance and Compliance

17 February 2021

1. SUBJECT: MONTHLY FINANCIAL STATUTORY REPORTING: DEVIATIONS FOR JANUARY 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 2020/2021 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 (2020/2021) stipulate that SCM deviations be reported to Council. In compliance thereto, this report presents to Council the SCM deviations that occurred during January 2021.

5. RECOMMENDATION

that Council notes that there were no deviations listed for the month of January 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 January 2021:

The following deviations were approved: None.

6.3 Financial Implications

None

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 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

FOR FURTHER DETAILS CONTACT:

NAME	Kevin Carolus
POSITION	CFO
DIRECTORATE	Finance
CONTACT NUMBERS	021 808 8528
E-MAIL ADDRESS	Kevin.Carolus@ Stellenbosch.gov.za
REPORT DATE	03 February 2021

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	CORPORATE SERVICES: (PC: CLLR AR FRAZENBURG)
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7.2.1	PROPOSED RENEWAL OF LEASE AGREEMENT: FRANSCHHOEK TENNIS CLUB: ERF 1693, FRANSCHHOEK
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Collaborator No:

IDP KPA Ref No:

Meeting Date:

Good Governance

17 February 2021

1. SUBJECT: PROPOSED RENEWAL OF LEASE AGREEMENT: FRANSCHHOEK TENNIS CLUB: ERF 1693, FRANSCHHOEK

2. PURPOSE

For Council to consider the application for the renewal of the Lease Agreement with Franschhoek Tennis Club.

3. DELEGATED AUTHORITY

The Executive Mayor in consultation with the Executive Mayoral Committee.

4. EXECUTIVE SUMMARY

Various Lease Agreements terminated over the past few years, where the contracts did not allow for an automatic renewal. The Supply Chain Management Policy (at the time) also did not provide for the renewal of these agreements, without following a tender process.

The new Property Management Policy, allow for a process whereby Council can dispose with the prescribed, competitive process, subject to Council's intention so to lease the property being advertised for public inputs, before making a final decision. Council delegated the decision for the approval of lease agreements for a period of less than 10 years to the Executive Mayor in consultation with the Executive Mayoral Committee.

The agreements continued on a month to month basis. The request for a renewal must be considered. An email dated 22 October 2020 from the tennis club is attached as **APPENDIX 2**. A copy of the Constitution of the club that was requested is attached as **APPENDIX 3**.

The item served before Mayco in November 2020 and was referred back to enable Council to first deal with the sport association. The matter is now re-submitted.

5. RECOMMENDATIONS

- (a) that a portion of Erf 1693, Franschoek, be identified as land not needed for own use during the period for which such rights are to be granted, as provided for in Regulation 36 of the Asset Transfer Regulations;
- (b) that the Executive Mayor in consultation with the Executive Mayoral Committee consider the **in principle** approval of a lease agreement for 9 years and 11 months to be concluded on a private treaty basis with Franschoek Tennis club, as provided for in Regulation 34 (1) (b):
- (c) that should the application be approved, Council's intention to lease the property to Franschoek Tennis Club be advertised for public inputs/comments/alternative proposals as provided for in paragraph 9.2.2 of the Property Management Policy; and
- (d) that the in principle approval be subject to the club becoming a member of the new Franschoek Sport Council.

6. DISCUSSION / CONTENTS

6.1 Background

6.1.1 Initial Lease Agreement

Franschoek Tennis Club and Stellenbosch Municipality concluded a 25 year Lease Agreement in 1989. The contract lapsed in 2014.

6.1.2 Attempt to renew lease agreement

Over the past 5 years various attempts were made to either renew the Lease Agreement, none of these attempts, however, were successful, as the SCM Policy (at the time) did not allow for a process of renewal without following a public competitive process.

After the appointment of the Director Corporate Services all the lease agreements were inspected and the department was requested to get an indication from the lessee's if they are interested to continue with the leases.

An email from the club is attached as **APPENDIX 2**. The constitution of the club is attached as **APPENDIX 3**.

6.1.3 Application for renewal

Hereto attached as **APPENDIX 1** a self-explanatory application from the Tennis Club.

6.2 Discussion

6.2.1 Location and context

6.2.1.1 Franschoek Tennis Club

The Franschoek Tennis Club is situated on erf 1693, Franschoek, as indicated on Fig 1 and 2 below.

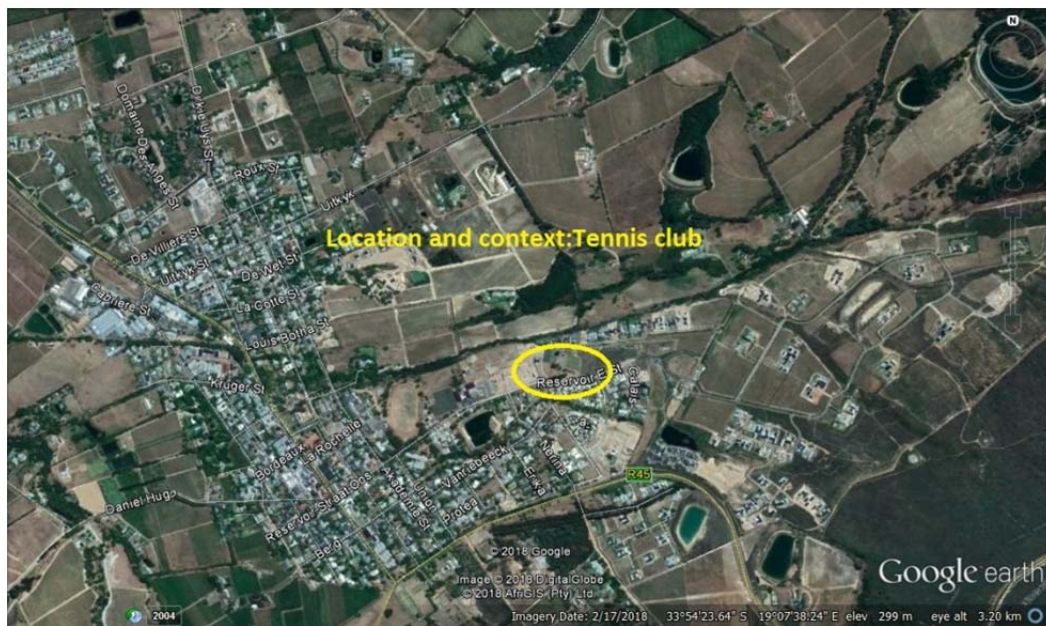


Fig 7: Location and context



Fig 8: Extent of property

6.2.2 Legal requirements

6.2.2.1 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-

- a) The capital asset in respect of which the right is to be granted has a value in excess of R10M*; and
- b) 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 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 (read Mayco) 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.

6.2.2.2 Policy on the Management of Council owned property

In terms of paragraph 9.2.2 of the Policy, the Municipal Council may dispense with the prescribed, competitive process, and may enter into a private treaty agreement through any convenient process, which may include direct negotiations, but only in specific circumstances, and only after having advertised Council's intention so to act.

One of the circumstances listed in (l) is lease contracts with existing tenants of immovable properties, not exceeding ten (10) years. Such agreements may be renegotiated where the Executive Mayor is of the opinion that public competition would not serve a useful purpose, subject to such renewal being advertised, calling for public comment.

Further, in terms of paragraph 9.2.2.2, the reasons for any such deviation from the competitive process must be recorded.

In terms of paragraph 22.1.4 the fair market rentals will be determined by the average of the valuations sourced 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.

Seeing that the Franschhoek Tennis Club is a sporting body, and seeing that they are responsible for the maintenance of the grounds it is recommended that they be responsible to pay 10% of market rental, to be determined by an independent valuer.

6.3 Financial Implications

There are no financial implications should the recommendations as set out in the report be accepted, except the income that will derive from the rentals.

6.4 Legal Implications

The recommendations contained in this report comply with Council's policies and all applicable legislation.

6.5 Staff Implications

This report has no staff implications to the Municipality.

6.6 Previous / Relevant Council Resolutions:

The approval of the lease agreement in 1989 did not serve before this council.

6.7 Risk Implications

Risks has been addressed by the item.

6.8 Comments from Senior Management:**6.8.1 Director: Infrastructure Services**

Agree with the recommendations

6.8.2 Municipal Manager

Supports the recommendations

ANNEXURES

APPENDIX 1: Application for renewal

APPENDIX 2: Email response from the club dated 22 October 2020

APPENDIX 3: Constitution of the club.

FOR FURTHER DETAILS CONTACT:

NAME	PIET SMIT
POSITION	MANAGER: PROPERTY MANAGEMENT
DIRECTORATE	CORPORATE SERVICES
CONTACT NUMBERS	021-8088189
E-MAIL ADDRESS	Piet.smit@stellenbosch.gov.za
REPORT DATE	2020 -11- 03

APPENDIX 1

Court and Garden Maintenance	R182 461
Clubhouse Maintenance	R169 176
Administration/Sundry Costs	R23 810
Youth Development	R22 500
Total	R397 947

We look forward to hearing from you in the very near future..

Brian St Clair Moor

Chairman Franschoek Tennis Club.

From: Brian Moor [<mailto:briansmoor@gmail.com>]

Sent: 07 January 2020 09:36 AM

To: Piet Smit

Cc: Siegfried Schäfer; Margie Ellis; Tennis Ross Hutchingson; Jayne Cully; Anetta Hausner; Joost Beumer

Subject: [EX] Franschoek Tennis Club

Dear Mr Smit,

I refer to our previous correspondence relating to a lease agreement for the Franschoek Tennis Club (FTC) for a period of nine years and eleven months.

For the record, it is important to note that FTC has sought to enter into a lease agreement with the municipality since 2014.

APPENDIX 2

Babalwa Mgcushe

From: Siegfried Schäfer <siegfried.schafer@gmail.com>
Sent: 22 October 2020 11:52 AM
To: Annalene De Beer
Cc: Manie Pietersen; Piet Smit; Gary Boshoff
Subject: Re: [EX] Fwd: Franschoek Tennis Club Lease
Attachments: Appendix 3 - Summary of August 2020 meeting with Mr Smit.pdf; Appendix 5 - Love-All Tennis! Overview.pdf; Appendix 1 - Lease extension request summary.pdf; Appendix 2 - Mr Moor email to Mr Smit.pdf; Appendix 4 - FTC CONSTITUTION - Final.pdf; Appendix 6 - Franschoek Tatler - September 2020.pdf

Dear Director De Beer,

I'm pleased to be able to submit the following information in response to your email requesting such.

Item 1 – Lease Renewal

Thus far we've located the following regarding the 2014 – 2019 period and other efforts to renew the lease:

- Minutes Tennis Committee Meeting | 12 November 2014:
Lease update (Siegfried) – No major news other than an off the record assurance from Piet Smit to Siegfried that there are no plans to “evict” FTC any time soon.
- Minutes 2015 Club AGM – Chairman’s Report (Joost Beumer):
The municipal lease has expired on 31st January 2014, meaning that as from February 1st, 2014 technically FTC has no legal basis on the property. Various requests for extension of the lease were responded to with “We will revert.”
- Lease Extension Request Summary: (Attached as Appendix 1)
Prepared by outgoing chairman (Joost Beumer) for incoming chairman (Brian Moor) in March 2017 and summarises efforts made to renew the lease between 2010 and early 2014.
- In October 2018 during a meeting at the club premises with myself and the then-chairman, Brian Moor, Cllr Manie Petersen advised the club to join the sports council as a means to resolve the lease issue. These actions are mentioned in the minutes of the club’s March 2019 AGM.
- After joining the council, the club was informed by Mr Smit on 28 November 2019 that it couldn’t be a member of the council and asked to submit a request for renewal of the lease. This was seen as a strange request as the club had been asking Mr Smit for a renewal of the lease since 2010 – nevertheless the request was once again made by Mr Moor on 7 January 2020. For your convenience Mr Moor’s email is attached as Appendix 2.
- In December 2019 I requested a meeting with Mr Albert van der Merwe for a meeting with myself and the chairman, Brian Moor, to discuss the club’s lease. Mr Van der Merwe indicated that he needed to investigate the issue before he could meet with us. The meeting never happened.
- A summary of club representatives’ last meeting with Mr Smit in August 2020 is attached as Appendix 3.

Item 2 – Constitution

Constitution attached as Appendix 4

Item 3 – Membership

Membership fees are R1300 per year and the membership numbers have ranged between 50 and 70 over the past few years. It should be noted that children do not pay membership fees.

2020 Membership breakdown	
Honorary	5
Senior - Male	33
Senior - Female	19
Children	18
Coaches	2
Schools	1
TOTAL	78

The membership is diverse in terms of socio-economic status, gender, sexual orientation and ethnicity. Both club-endorsed coaches are black.

Additional Information

Vision

The club's committee has recently accepted the following vision which is proposed to replace the current 'purpose' contained in the constitution at the 2021 AGM:

Franschhoek Tennis Club aims to be an exceptional community tennis club, with a diverse membership. Our ambition is to have all the facilities required to host ITF, national and regional tournaments, league matches, year-round social play and associated social events. These goals are not achievable or sustainable unless the game of tennis is developed in our valley. We are therefore committed to a development programme encompassing both tennis and life skills for players from all backgrounds.

Development Programme

The club's support of a tennis development programme in association with the Franschhoek Valley Community Sports Centre in Groendal was detailed in Mr Moor's renewal request of 7 January 2020.

Since then the club has partnered with Train Camp Franschhoek to offer a tennis programme (Love all, Tennis) to all 500 learners at Franschhoek High School in 2021. The programme overview is attached as Appendix 5.

Fundraiser

Just before the lockdown the club hosted a fundraiser for the daughter of a past member of the club, Gary Mantile, who could not earn a living in Franschhoek and had to move back to Khayelitsha. The purpose of the fundraiser was to raise funds to ensure that his daughter, Siyo, whose tennis talent was identified by the club coach, could continue fulltime coaching at the Anthony Harris Tennis Academy in Sea Point. (She is considered as a future professional tour player.) The event, dubbed the 'Siyo Shindig' raised R146 000 towards this aim. A report on the event in the *Franschhoek Tatler* is attached as Appendix 6.

Schools

Bridge House School is a member of the club and their tennis teams use the club's facilities for matches on a regular basis. During 2019 the courts were also used by several Paarl schools as part of an interprovincial tournament – a ringing endorsement of the standard at which the facilities are maintained.

Maintenance

Mr Moor's email detailed that the club has spent almost R400 000 on maintaining, insuring and improving the clubhouse and courts over the past number of years – even while the unresolved lease issue was hanging over the club's head.

The club is now saving money to have two courts resurfaced and upgraded again at an estimated cost of approximately R70 000 – R90 000. We hope to be able to do this during 2021.

In conclusion

I'm proud to be able to say that the Franschhoek Tennis Club is well managed, takes exemplary care of the facility it uses and is an active force for good in the local community.

Discussions regarding the renewal of the lease started three years before it expired in 2014 and we'd love nothing better than to be able to finally put this administrative nightmare behind us so that we can return our focus to practicing and promoting our sport and being a good corporate citizen in our community. Our record in this regard speaks for itself.

Kind regards,

Siegfried Schäfer

Chairman: Franschhoek Tennis Club

On Wed, 14 Oct 2020 at 15:55, Annalene De Beer <Annalene.DeBeer@stellenbosch.gov.za> wrote:

Dear Mr Schäfer

That is the period that we would actually like some feedback on. You do not necessarily need to submit all the documentation for now. For now if you can just list the actions taken and dates on which it was taken in bullet format.



Kind regards,

Annalene de Beer

Director: Corporate Services

T: +27 21 808 8018 | C: +27 83 305 3685

Email:

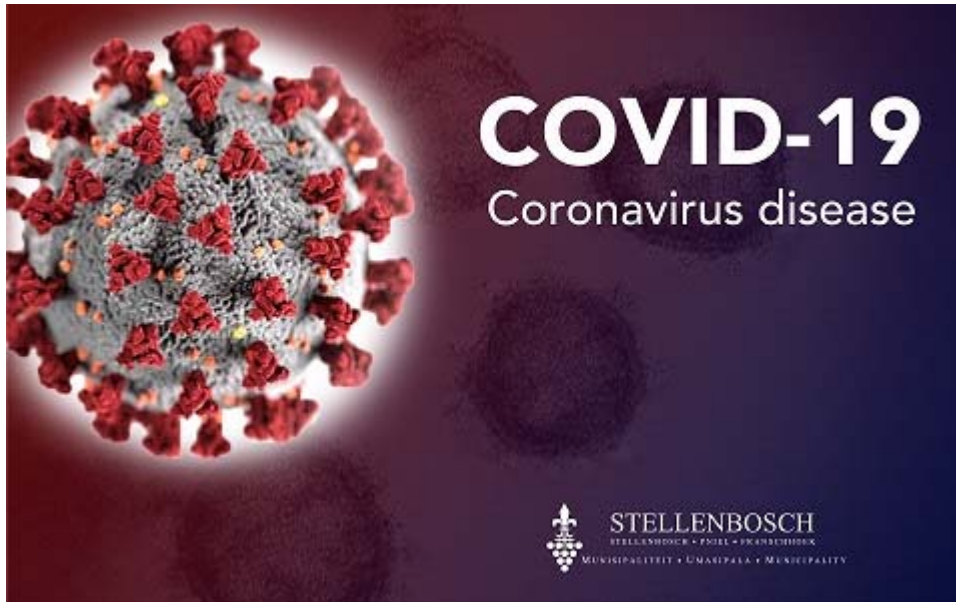
Annalene.deBeer@stellenbosch.gov.za

Plein Street, Stellenbosch, 7600

www.stellenbosch.gov.za



Disclaimer and confidentiality note: The legal status of this communication is governed by the terms and conditions published at the following link:
http://www.stellenbosch.gov.za/main_pages/disclaimerpage.htm



Visit the dedicated COVID-19 page on our municipal website for information on this disease:
<https://www.stellenbosch.gov.za/documents/general>

For official COVID-19 advice, updates and queries:

- National Hotline 0800 029 999
- Provincial Hotline 021 9284102
- WhatsApp 0600 123 456

Stay alert, stay updated and stay safe.



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, Plein Street, Stellenbosch, 7600, South Africa. For more information about Stellenbosch Municipality, please call +2721-808-8111, or visit <https://protect-za.mimecast.com/s/le5YC58wvKuZnpPKsz12xH?domain=stellenbosch.gov.za>

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From: Siegfried Schäfer <siegfried.schafer@gmail.com>

Sent: Wednesday, 14 October 2020 14:17

To: Annalene De Beer <Annalene.DeBeer@stellenbosch.gov.za>

Cc: Manie Pietersen <Manie.Pietersen@stellenbosch.gov.za>; Piet Smit

<Piet.Smit@stellenbosch.gov.za>; Gary Boshoff <Gary.Boshoff@stellenbosch.gov.za>; Geraldine Mettler <Geraldine.Mettler@stellenbosch.gov.za>

Subject: Re: [EX] Fwd: Franschhoek Tennis Club Lease

Dear Dir De Beer,

Should you need more correspondence covering the period 2014 - 2019 I'm sure I can organise those too. As I wasn't on the committee for most of that period they're just not in my personal email archive - I'll need

to source them from other members/past members. I however figured that the ones I sent are sufficient to prove that we are not without a lease because of any lack of effort on the club's part.

Please advise whether you'd like me to source emails.

Kind regards | Vriendelike groete

Siegfried Schäfer

siegfried.schafer@gmail.com | 0823915327



Virus-free. www.avg.com

On Wed, 14 Oct 2020 at 13:30, Annalene De Beer <Annalene.DeBeer@stellenbosch.gov.za> wrote:

Dear Mr Schäfer

I confirm that I have read through 4 emails and confirm that all of the actions relate to a period between 2011 and 2014. The last being the minutes of an AGM and meeting notes in 2014. These actions are noted.



Kind regards,

Annalene de Beer

Director: Corporate Services

T: +27 21 808 8018 | C: +27 83 305 3685

Email:

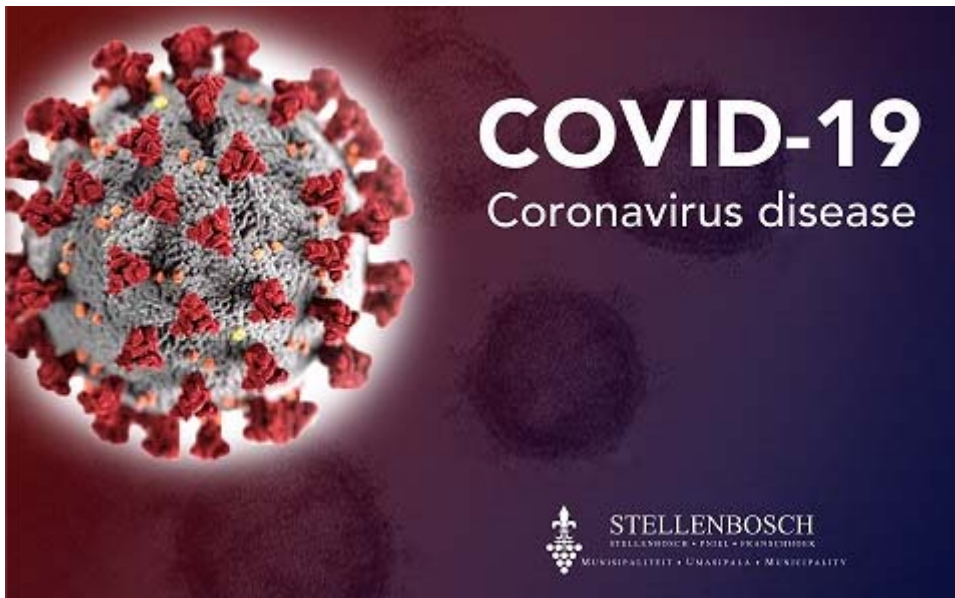
Annalene.deBeer@stellenbosch.gov.za

Plein Street, Stellenbosch, 7600

www.stellenbosch.gov.za



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Visit the dedicated COVID-19 page on our municipal website for information on this disease:
<https://www.stellenbosch.gov.za/documents/general>

For official COVID-19 advice, updates and queries:

- National Hotline 0800 029 999
- Provincial Hotline 021 9284102
- WhatsApp 0600 123 456

Stay alert, stay updated and stay safe.



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, Plein Street, Stellenbosch, 7600, South Africa.

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From: Siegfried Schäfer <siegfried.schafer@gmail.com>

Sent: Wednesday, 14 October 2020 12:33

To: Annalene De Beer <Annalene.DeBeer@stellenbosch.gov.za>; Manie Pietersen <Manie.Pietersen@stellenbosch.gov.za>; Piet Smit <Piet.Smit@stellenbosch.gov.za>; Gary Boshoff <Gary.Boshoff@stellenbosch.gov.za>; Geraldine Mettler <Geraldine.Mettler@stellenbosch.gov.za>

Subject: [EX] Fwd: Franschoek Tennis Club Lease

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

From: Joost Beumer <jope@telkomsa.net>

Date: Tue, 12 Apr 2011 at 12:15

Subject: RE: Franschoek Tennis Club Lease

To: Piet Smit <Psmitt@stellenbosch.org>

Dear Piet,

Thanks for the update.

Can you please keep me posted of the outcome of your meeting with the Municipal Manager.

Thanks and regards,

Joost

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

From: Piet Smit [mailto:Psmitt@stellenbosch.org]

Sent: 12 April 2011 08:37 AM

To: Joost Beumer

Subject: RE: Franschoek Tennis Club Lease

Joost,

The good news is that the CFO has now commented, and he is supporting your application. Our Legal department, however, has indicated, that we should go out on tender. I cannot agree with this, but cannot discard the inputs received from them. I am now going to set up a meeting with the Municipal Manager to make a ruling....

>>> "Joost Beumer" <jope@telkomsa.net> 08/04/2011 09:27:56 AM >>>

Dear Piet,

Can you let me know whether my request to the CFO did result in the required

action from his side? Is FTC's Lease request now put on the Agenda and/or is there any progress regarding this issue?

Your response is appreciated.

Regards,
Joost

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

From: Piet Smit [mailto:Psmmit@stellenbosch.org]

Sent: 17 March 2011 08:15 AM

To: Joost Beumer

Subject: RE: Franschoek Tennis Club Lease

I have AGAIN refered the matter to the CFO.Can I please request that you contact the CFO,Mr.Mark Bolton,with the request that he provide me with his inputs.

>>> "Joost Beumer" <jope@telkomsa.net> 16/03/2011 16:33:08 PM >>>

Dear Piet,

My e-mail of March 7th refers.

As explained before FTC is in dire need of further investments as well as extensive delayed maintenance.

You will appreciate that I find it difficult to ask the members at this evening's AGM to further fund the Club in the absence of a clear decision by the Municipality regarding the Lease. FTC believes that it fulfils a function in the social fabric of greater Franschoek for its residents and visitors. FTC is a plus for tourists who wish to play tennis during their visits to the village as evidenced by the numerous requests FTC receives from guesthouses on behalf of their guests during the year.

The economic benefit, -i.e. guesthouses, restaurants, local shops etc. -, to Franschoek in general of having a tennis club may be illustrated by the fact that about 20 tennis players from the UK will visit Franschoek for two weeks in November of this year during which time they wish to make extensive use of the tennis courts.

Maintenance costs of courts and clubhouse are not subsidised, and the longer the delays in repair and preventive maintenance the higher the cost and the higher the annual subscription costs to be borne by the members will be. The subscription elasticity is high and the willingness of FTC members to carry unnecessary higher subscriptions caused by undue delays in decision-taking by the Municipality is limited.

I may remind you that the cost of one tennis court build from scratch is about R250,000 at today's prices. FTC has four courts. Three of these courts are in dire need of repair, estimated at R20/30,000 per court. Last year, when we asked for extention of the Lease the repair costs where nearer the R10/15,000 per court! Higher subscriptions result in less members, lesser number of members make it more prohibitive to do proper repairs and maintenance, which will result in non-maintained facilities which then ultimately may lead to the demise of a tennis Club. Mind you FTC is a Tennis Club that has been part of Franschoek since the first half of the previous century.

Apart from the fact that it is very disappointing that a decision on the Lease is still outstanding I find it incomprehensible that an asked for detailed explanation why the Municipality is struggling to take a decision is not shared with the Club.

Regards,

For Franschhoek Tennis Club
Joost Beumer, Chairman

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

From: Joost Beumer [mailto:jope@telkomsa.net]
Sent: 07 March 2011 02:40 PM
To: 'Piet Smit'
Cc: 'Basil Davidson'; 'clr_ldevilliers@stellenbosch.org'; 'guido.louwerse@gmail.com'; 'siegfried.schafer@gmail.com'
Subject: Re: Franschhoek Tennis Club Lease

Dear Piet,

The Franschhoek Tennis Club will hold its AGM on March 16th.

Last week when I met Basil Davidson on a different subject I had the chance to remind him about this long standing issue. At the time of FTC's written extension request of April 22nd, 2010 you indicated that the process at the Municipality would take about two months. All in all we are now 11 months down the road without a decision.

It would be appreciated if you could inform me as detailed as possible what I can tell the FTC members about its request for Lease extension and what the obstacles are for the Municipality to reach a decision.

Your co-operation is as always appreciated.

Best regards,
Joost Beumer
Chairman FTC

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

From: Piet Smit [mailto:Psmitt@stellenbosch.org]
Sent: 20 January 2011 01:18 PM
To: jope@telkomsa.net
Cc: Basil Davidson; Rene Crosney (Farmer)
Subject: Fwd: Re: Franschhoek Tennis Club Lease

Joost,your enquiry to the Director Planning refers.Please see my e-mail to [him.As](#) you would see,I am still waiting for the CFO's input.....I have now requested the Director to take the matter uop with the CFO.

My apologies for this delay, but I cannot proceed without the inputs from the CFO.

Kind Regards

Piet Smit

>>> Piet Smit 20/01/2011 13:13:44 PM >>>

Rene, wat betref die Tennisklub in Franschoek, net die volgende agtergrond. Na aanleiding van n versoek van die klub om hul kontrak te hernue, het ek n agenda item opgestel (aug 2010), en uitgestuur aan departemente om kommentaar te lewer. Die CFO het versoek dat, alvorens hy kommentaar kan lewer, die Klub eers sekere finansiële inligting aan hom moet verskaf. Nadat ek die inligting van die Klub ontvang het, het ek dit aan die CFO deurgestuurd (Sept. 2010). Na aanleiding van verdere navrae van die klub, het ek dit weer met die CFO opgevolg in Oktober. Ek wag nog steeds vir sy insette. Hieronder die onderskeie korrespondensie, waarna hierbo verwys

Ek kan nie die agenda item by die raad laat dien sonder die CFO se insette nie.

Neem ook kennis dat ek intussen die hoof :regsdienste se insette ontvang het. Volgens hom kan ons nie die kontrak hernue sonder om deur n tender proses te gaan nie. Ek kan nie huiermee akkoord gaan nie.

Kan ek versoek dat jy vir Basil vra om die saak met die CFO op te neem, want ek weet nie meer wat om vir die Klub te se nie.....

Groete,

Piet Smit

>>> Piet Smit 05/10/2010 15:24:45 PM >>>

Aangehegte korrespondensie verwys.

Kan jy asb vir my n aanduiding gee wanneer ek jou insette/kommentaar kan ontvang, na aanleiding van die finansiële inligting wat aan jou gestuur is

groete,
Piet Smit

>>> Piet Smit 05/10/2010 15:22 PM >>>

I have send the information received from you to the CFO, at his request. I have not received any written response from him. I will, however follow up with him.

Kind regards

Piet Smit

>>> "Joost Beumer" <jope@telkomsa.net> 05/10/2010 15:09 PM >>>

Dear Piet,

Can you let me have the present status of FTC's request for extension of the Lease please.

Thanks and regards,

Joost

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

From: Joost Beumer [mailto:jope@telkomsa.net]

Sent: 03 September 2010 04:47 PM

To:

Cc: 'Guido Louwerse'

Subject: Franschoek Tennis Club Lease

Dear Piet,

As requested hereby financial info on FTC.

In case of queries, please contact me.

Regards,

Joost

FTC is a Service Club, with an annual neutral budget. There is no B/S, although the investments over the past years are estimated to be around R500,000 (Clubhouse, maintenance and refurbishment courts) The annual expenses are budgeted and totalled. Based on the estimated number of members an annual member fee is set. For 2010/2011 the expenses are budgeted to be R62,000 +R60,000 . The latter amount required for refurbishment of three courts. The income for this financial year will be around R60,000. FTC's expenses are very much controlled and squeezed as much as possible in order to "save" on expenses and by doing so create funds to do the necessary maintenance of the courts and clubhouse. The Clubhouse needs a complete overhaul, but unless FTC knows that the Lease is extended the members are not prepared to fund overdue maintenance of Courts and Clubhouse.

In 2008 we had to double the annual subscription fee as a consequence of which the membership numbers declined drastically. The annual membership fee for seniors is presently R800 p.a. No subsidies are received from whatsoever side. It is FTC's aim to keep the annual subscription as low as possible, which will allow also the less fortitude to play tennis.

FTC takes its social responsibility seriously, by giving free coaching lessons to about 25 disadvantaged Franschoek youngsters. The youth thus coached is chosen by the schools. Promising players will get more personalised training. In order to grow FTC's membership base children under 12 years of age do not pay an annual subscription fee. In this respect FTC desperately needs to invest in a practice wall in order to assist youth coaching and attracting more youth as well.

The attached budget and I&E as per September 1, 2010 are herewith attached. It should be noted that most of the income over the current financial year (1 Mar-28Feb) has been received, whereas the expenditure is lagging. The tennis season, weather wise, runs in the 2nd half of FTC's financial year.

Expenditure of refurbishments of courts (60,000) and putting up a practice

wall (10,000) is dependent on firstly extension of the Lease and secondly on the availability of funds.

FTC is looking forward to receive a positive response on its request for extension of the Lease.

Regards,
Joost Beumer, Chairman

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

From: Piet Smit [mailto:Psmit@stellenbosch.org]

Sent: 31 August 2010 03:03 PM

To: jope@telkomsa.net

Subject: Fwd: Re: Franschhoek Tennis Club

Joost,
Please see comments received from our CFO, requesting copies of your last Financial statements.....

Wil it be possible to provide me with same?

>>> Mark Bolton 31/08/2010 14:53:00 PM >>>

Piet

I require their last financial statements in order to apply my mind relating to the request for a further long-term extension of 25 years.

Mark AC Bolton
Chief Financial Officer
Stellenbosch Municipality
Tel: +27 21-808 8528
Fax: +27 21-808 8585
[mail:cfo@stellenbosch.org](mailto:cfo@stellenbosch.org)

>>> Lorelle Adams 2010/08/31 02:29 PM >>>

Attached the above mentioned item for your comments.

Regards,
Piet

APPENDIX 3

FRANSCHHOEK TENNIS CLUB

CONSTITUTION as adopted in the AGM of 20 March 2018

1 Name:

The name of the club shall be “Franschhoek Tennis Club”.

2 Purpose of the Club:

The purpose of the club is to promote and encourage the sport of tennis at all ages and standards of play and to support village life and activities.

3 Club Year:

For administrative purposes the club’s year shall start each year on 1 March and end on 28 February of the next year or 29 February of the next year in a leap year. The club’s year shall be independent of when the leagues start and end.

4 Membership:

4.1 *New Members:*

Membership of the club is open to all persons older than 18 years at the start of the club’s year that support the purpose of the club. A member is defined as any person over the age of 18 years who wishes to join as a member and who has paid in full the appropriate fee for such a category of membership, together with those members who fall into the categories of Honorary Members, and the representative person of a School.

Any potential member wishing to join the club must report to a member of the Executive Committee. A membership application form must then be completed and returned indicating the membership category of the person wishing to join and should be accompanied by the appropriate fee for that membership category.

A person or organisation becomes a member as soon as their subscription has been paid in full. Members joining after the start of the club year must pay the full fee for that year’s membership.

4.2 *Franchise:*

Each member whose subscription is fully paid shall be entitled to one vote at a general meeting. The representative of a school, likewise, is entitled to one vote.

4.3 *Resignation from the Club:*

Any member wishing to temporarily or permanently resign from the club must inform a member of the Executive Committee of his / her / their intention giving the intended date. It will otherwise be assumed that their membership is to continue and a fee request sent to them. No refunds of membership fees will be made to resigning members.

4.4 Misconduct:

The club reserves the right to institute disciplinary measures against members guilty of misconduct, or any action likely to bring the club into disrepute, or for breach of the club rules. Such disciplinary measures can, if the misconduct or actions persist, include temporary disbarment from the club and its premises or even, the sole discretion of the Executive Committee, expulsion from the club. The membership fees of members subject to disciplinary conduct will not be refunded.

4.5 Membership Categories:

The following membership categories shall exist:

Single: Individuals older than 18 years at the start of the club's year.

Junior: A child under the age of 18 at the start of the club's year, whose parent/s are not club members.

Students: Individuals older than 18 years at the start of the club year, but younger than 25 years who are entered in full-time education.

School: Any registered school body providing education.

Temporary: Any short-term visitor. This membership can be extended only once in a period of twelve months and is restricted to a maximum time-period of one month, or for such other duration as defined by the Executive Committee.

Patron: Someone who wishes to support the club out of goodwill.

Honorary Life Member: The Executive Committee may confer life membership to persons who over a number of years have rendered exceptional services to the club. Only one life membership may be conferred annually by the club.

Visitors: Visitors are welcome to play at the club after payment of a day visitor's fee as determined annually by the Executive Committee.

4.6 Membership Fees:

The Executive Committee proposes the next year's membership fees at the AGM for approval by the members.

The membership of all persons whose membership fees have not been fully paid by the end of May will automatically be terminated.

Staged payments of fees are only permitted under special circumstances and by prior arrangement with the Treasurer.

5 Executive Committee:

The management of the club and its finances shall reside with an Executive Committee of no less than 5 and no more than 7 members.

5.1 Rights and Responsibilities of the Executive Committee:

The Executive Committee will have the right to appoint subcommittees under the leadership of an Executive Committee member for any purpose that the Executive Committee sees fit.

The Executive Committee will further have the right to co-opt any person / persons on to the Executive Committee in an advisory capacity for a period not exceeding the duration of the Executive Committee's term.

Should a vacancy occur on the Executive Committee during the club year the Executive Committee will have the right to fill it at any Executive Committee meeting or one convened for this purpose.

Additionally it is the responsibility of the Executive Committee to:

- Determine annual subscriptions and other fees payable to the club.
- Ensure the club is adequately insured, pay any premiums due, and to maintain such an insurance and liability cover as they consider prudent.
- Purchase stocks and equipment as required by the club.
- Organise tournaments, leagues and social functions.
- Acquire professional services as needed.
- Maintain club facilities and grounds.
- Manage administrative and financial matters on behalf of the members.
- Deal with any other club matters in good faith.
- Ensure the proper behaviour of the members.
- Deal with club disciplinary matters.
- Act within their powers in respect of club's financial affairs. They may not place the club in debt without the prior permission of the members at an Extraordinary or Annual General Meeting of the club, where a minimum of a quorum of the club's eligible voting members are present, and who vote in favour of such action.
- Set the date and time of the Annual General Meeting of the club and to inform members of the same.
- When necessary call an Extraordinary General Meeting of the club's members and give due notice of same to the members.

5.2 Office-bearers:

The Executive Committee elects a Chairperson and may elect any office-bearers as it sees fit or fill any Executive Committee vacancy that arises throughout the club year.

The previous year's Chairperson may attend Executive Committee meetings in an advisory capacity at the invitation of the current Chairperson only.

5.3 Franchise:

Each member of the Executive Committee shall have one vote at Executive Committee meetings.

The Chairperson shall have both an ordinary and, where necessary, a deciding vote at Executive Committee meetings.

Co-opted members and the previous year's Chairperson shall have no vote at Executive Committee meetings.

5.4 Quorum:

At least half the Executive Committee members have to be present for a quorum to exist.

6 Club Team Captains

The Captains of the Ladies' Team/s, Men's Team/s and Mixed Team/s shall be elected by the eligible members at the Annual General Meeting of the club.

7 Annual General Meeting:

A general meeting of club members shall be held annually within twelve weeks of the club's year end. At least two weeks' notice must be given to all members of the date of the Annual General Meeting.

Minutes of the Annual General Meeting must be taken.

7.1 Decision Making:

Decision making at general meetings shall be by means of a normal (50% + 1) majority of eligible voting members present, either physically or by proxy.

The Chairperson shall have a deciding vote in case of a drawn vote.

Decisions regarding changes to the constitution shall require a two-thirds majority vote of eligible voting members present at the Annual General Meeting.

Members who are not able to attend the AGM may appoint a proxy to vote on their behalf.

7.2 Quorum:

At least 15 eligible voting members must be present to form a quorum. For this purpose an eligible voting member is any paid up member of the club.

A quorum cannot exist without the presence of the Chairperson. If the Chairperson cannot be present the Executive Committee shall nominate one of its members to act as Chairperson.

7.3 Reports:

The following reports shall be presented to the members at the Annual General Meeting for their acceptance:

- Financial report
- Membership and administrative report
- League report
- The Chairperson shall report about any other matters.

7.4 Election of the Executive Committee:

A new Executive Committee of the club shall be elected each year with current Executive Committee members all standing down.

Those available to be elected / re-elected to the Executive Committee must inform the Executive Committee before the end of the club year.

Any member standing for election or re-election must be proposed by a member attending the AGM.

The Annual General Meeting shall elect the members of the Executive Committee.

Voting shall take place by a show of hands or, if requested by a majority of eligible voting members, by means of a secret ballot. The Club Secretary shall count the votes. At the request of a majority of eligible voting members present a public recount of the votes may be held. A member requires a majority of votes from those present to be elected to the Executive Committee. The Chairperson shall have a casting vote in the event of no clear decision by the eligible voting members.

7.5 Extraordinary General Meeting:

An Extraordinary General Meeting of members must be held when at least ten paid up members request it in writing from the Chairperson. At least one weeks' notice must be given to members of the proposed date of such a meeting. An Extraordinary General Meeting must be called by the Executive Committee in all instances where it requires the full authority of the members to act ultra vires its defined levels of responsibility e.g. in matters of finance where such action would or may place the club in debt.

Minutes of any Extraordinary General Meeting must be taken.

8 Assets and Liabilities:

The responsibility for all assets and liabilities of the club resides with the Executive Committee.

The Chairperson and Club Treasurer shall both have signing rights to the club's bank account(s). For the purposes of electronic funds transfer (EFT), in paying bona fide accounts presented to the club, either the Chairperson or the Treasurer shall be individually authorised to make such payments on behalf of the club.

Furthermore it is a requirement that for all single payments or aggregated payments in the sum of R5 000 or more, an additional signature of a member of the Executive Committee must be obtained to the invoices/accounts being paid in advance of any such payment being made.

The Executive Committee may dispose of any club assets under the value of R5000 at its sole discretion. Disposal of assets valued at more than R5000 must be authorised by the members at the Annual General Meeting or an Extraordinary General Meeting called for the purpose.

9 Club Rules:

A copy of the Club Rules must be displayed on the club's notice board.

The Executive Committee shall have the right to change the Club Rules. Such changes will, however, only take effect after they have been displayed on the club notice board for one week and should thereafter be ratified at the next general meeting of the club. These rules form an integral part of the Constitution of the club and should be read by all members. Changes must be notified to members as soon as is practicable. A copy of the current Club Rules is contained in the Annexe 1 to this Constitution.

10 Interpretation:

The Executive Committee alone shall be responsible for the interpretation of the club's Constitution and Rules.

ANNEXE 1 to the Constitution of Franschhoek Tennis Club

20 March 2018

Club Rules and Guidelines:

1. Suitable footwear which will not damage or mark the surface of the courts must be worn
2. Behaviour at all times should be appropriate and not offensive to other members and visitors
3. Chairs, skate boards, roller skates, bicycles etc. are not allowed on the courts
4. Due care must be taken to avoid damage to club property
5. The last person leaving the club is responsible for ensuring that the clubhouse is locked and secure and that all equipment is returned to the correct places
6. Members who bring guests to the club are responsible for ensuring that the appropriate fee is paid by the visitors. Members remain responsible for the behaviour of their guests who must conform to the club rules
7. Children younger than 14 years of age must be under the supervision of an adult member at all times
8. Cans of new balls should only be opened at Friday morning socials
9. The top switch on the bank of three switches inside the clubhouse must remain on to ensure that the light sensors for the exterior lights continue to operate

Signed:

Brian Moor
Chairman: Franschhoek Tennis Club

Club Secretary - Franschhoek Tennis Club in confirmation that this document was adopted at the Annual General Meeting of the Club held on 20 March 2018 as the new Constitution of the Club with effect from that date.

7.2.2	PROPOSED RENEWAL OF LEASE AGREEMENT: STELLENBOSCH DISTRICT RIDING CLUB: LEASE AREA 502N
--------------	--

Collaborator No:

IDP KPA Ref No:

Meeting Date:

Good Governance

17 February 2021

1. SUBJECT: PROPOSED RENEWAL OF LEASE AGREEMENT: STELLENBOSCH DISTRICT RIDING CLUB: LEASE AREA 502N

2. PURPOSE

To obtain Council's authorisation to renew the Stellenbosch District Riding Club's lease agreement that will expire on 31 March 2021.

3. DELEGATED AUTHORITY

The Executive Mayor in consultation with the Executive Mayoral Committee.

4. EXECUTIVE SUMMARY

Stellenbosch Municipality and the Stellenbosch District Riding Club concluded a Lease Agreement 17 February 1992 for the period 1 April 1991 to 31 March 2021.

The Club has now applied for a renewal of the agreement for a further period of 9 years and 11 months.

Council must consider the application in terms of the relevant provisions in the Property Management Policy and has provided a delegation to the Executive Mayor in Consultation with the Mayoral Committee to consider and approve requests for lease that is not longer than 10 years.

5. RECOMMENDATIONS

- (a) that the Lease Area 502N be identified as land not needed to provide basic services during the period for which such rights are to be granted, as provided for in Regulation 36 of the Asset Transfer Regulations;
- (b) that the renewal of a lease Agreement with Stellenbosch District Riding Club be considered for a further period of 9 years and 11 months, as provided for in Regulation 34(1)(b), subject thereto that Council's intention be advertised for public inputs/objections/comments, as provided for in paragraph 9.2.2 of the Property Management Policy;
- (c) that a market-related rental amount be determined; and
- (d) that the Riding Club becomes a member of the relevant Sport Council.

6. DISCUSSION / CONTENT

6.1 Background

6.1.1 Lease Agreement

Stellenbosch Municipality and the Stellenbosch District Riding Club concluded a 30-year Lease Agreement on 17 February 1992. This agreement will lapse on 31 March 2021. The Lease Agreement has no automatic option of renewal. A copy of the Lease Agreement is attached as **APPENDIX 1**.

6.1.2 Application for renewal

The Stellenbosch District Riding Club has now applied for the renewal of the Lease Agreement for a further period of 9 years and 11 months. A copy of their application is attached as **APPENDIX 2**.

6.2 DISCUSSION

6.2.1 Location and context

Lease Area 502N is situated off the R44, as indicated on Fig 1 and 2 below.

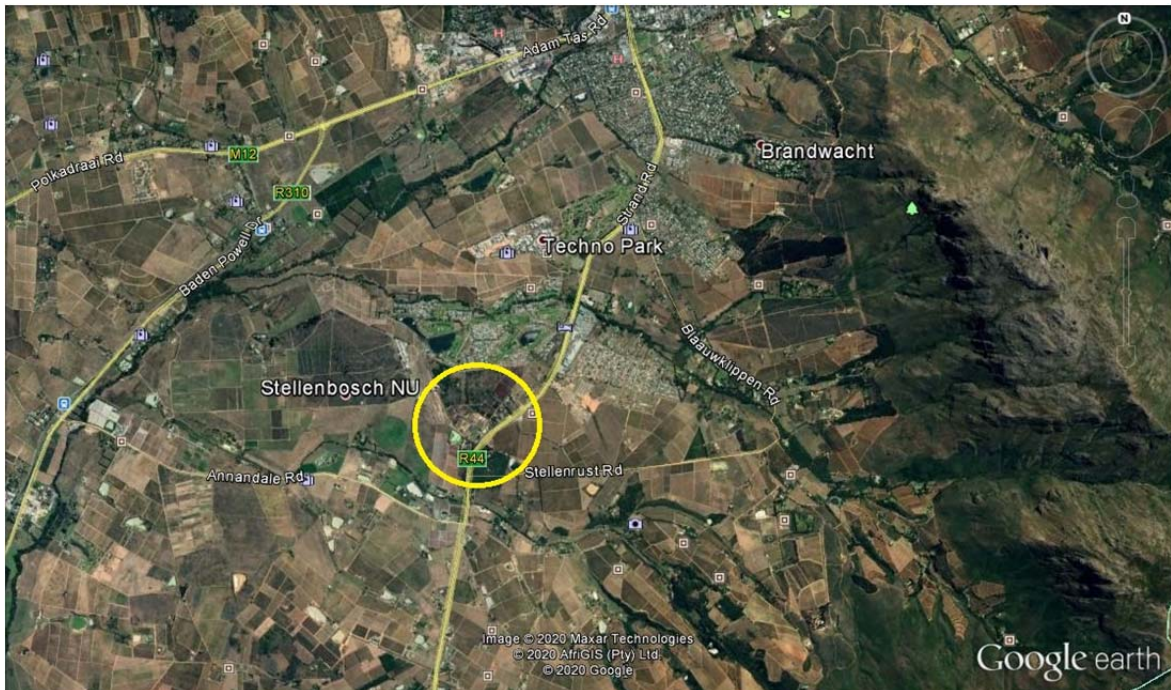


Fig 1: Location and context

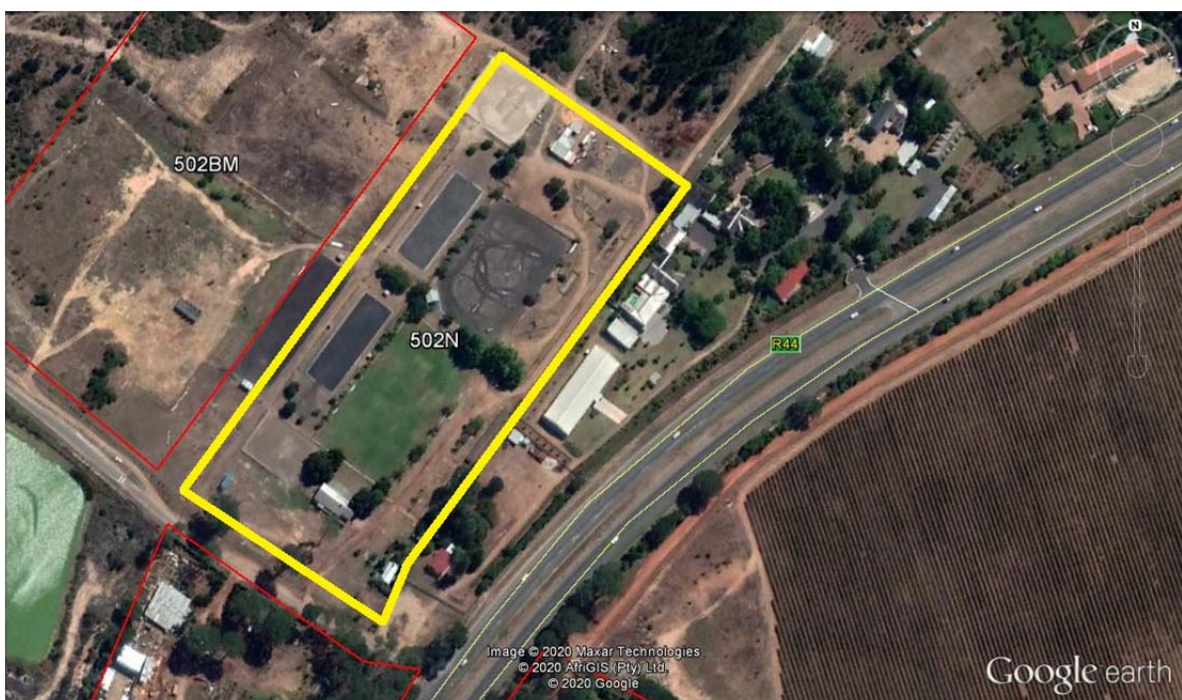


Fig 2: Extent of property

6.2.2 Extent of property

Lease Area 502N is 4.2ha in extent.

6.2.3 Ownership: Erf 3722

Ownership of Remainder Farm 502, Stellenbosch vest with Stellenbosch Municipality by virtue of a Title Deed STF5-34/1883. See Windeed record attached as **APPENDIX 3**.

6.2.4 Legal requirements**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-

- c) The Accounting officer has concluded a public participation process*; and
- d) 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).

*This property's value is not in excess of R10M and the proposed term is less than 10 years. For this reason the prescribed public participations process is not required.

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** 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 (read Mayco) may grant the right only in accordance with the **disposal management system*** of the municipality, irrespective of:-

- c) the value of the asset; or
- d) 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.

6.2.5 Policy on the Management of Council owned property

In terms of paragraph 9.2.2 of the Policy, the Municipal Council may dispense with the prescribed, competitive process, and may enter into a private treaty agreement through any convenient process, which may include direct negotiations, but only in specific circumstances, and only after having advertised Council's intention so to act.

One of the circumstances listed in (l) is lease contracts with **existing tenants of immovable properties, not exceeding ten (10) years. Such agreements may be renegotiated where the Council is of the opinion that public competition would not serve a useful purpose, subject to such renewal being advertised, calling for public comment.**

Further, in terms of paragraph 9.2.2.2, the reasons for any such deviation from the competitive process must be recorded.

In terms of paragraph 22.1.4 the fair market rentals will be determined by the average of the valuations sourced from two (2) 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. Under the circumstances it is suggested that one (1) valuer be appointed to determine a fair market rental.

6.3 Financial Implications

No financial implications, except the cost of appointing the valuer.

6.4 Legal Implications

The recommendations contain in this report comply with Council's policies and all applicable legislation.

6.5 Staff Implications

No additional staff implications

6.6 Previous / Relevant Council Resolutions

The previous lease agreement did not serve before council for a decision – it was dealt with on delegation by the administration.

6.7 Risk Implications

Risks are addressed in the item

6.8 Comments from Senior Management

6.8.1 Director: Infrastructure Services

This directorate has no problem with extending or renewing the contract, but we need to ensure that all internal maintenance within any buildings is for the account of the lessee. This includes also the responsibility to maintain an Electricity Certificate of Compliance as prescribed by Regulation 2(3) of the Electrical Installation Regulations of the Occupation Health and Safety Act.

6.8.2 Director: Planning and Economic Development

None

6.8.3 Chief Financial Officer

None

6.8.4 Director: Community and Protection Services

This department support the recommendations contained in this report.

ANNEXURES:**Annexure 1:** Lease Agreement**Annexure 2:** Application from Riding Club**Annexure 3:** Windeed record**FOR FURTHER DETAILS CONTACT:**

NAME	PIET SMIT
POSITION	Manager: Property Management
DIRECTORATE	Corporate Services
CONTACT NUMBERS	021-8088750
E-MAIL ADDRESS	Piet.smit@stellenbosch.gov.za
REPORT DATE	2020-03-23

APPENDIX 1

STELLENBOSCH

UNISIPALITEIT



MUNICIPALITY

POSBUS 17
 POSKODE 7600
 TELEFOON: 02231-2111
 FAX: 02231-3993

P.O. BOX 17
 POSTCODE 7600
 TELEPHONE: 02231-2111
 FAX: 02231-3993

U Verw		Your Ref
My Verw	7/2/1992/51 (M.v. EF Sippel)	My Ref

Departement van die Stadsekretaris

91-06-29

o Voorsitter
 Stellenbosch District Riding Club
 Posbus 1157
 OORSEET-VES
 20

leer

JURKONTRAK VIR 30 JAAR

ingeleg vind asseblief die nuwe huurooreenkoms.

diens saam met twee getuies elke bladsy te paratifer en voeluit te dele
 lid day 16. Ek ontvang graag die kontrak daarna so spoedig moontlik
 rug saam met die besluit van u komiese waartrags na u omdat werke
 d en in tuel vir R1.12 vynde u pro rata-huuregeld tog vrekuldig vi
 e jaar 1991-01-01 tot 1992-01-30

o Twe

UITVOERENDE HOOF / STADSEKRETER

MEMORANDUM VAN HUUROOREENKOMS

Aangegaan deur en tussen

DIE MUNISIPALITEIT STELLENBOSCH

hierin verteenwoordig deur

ERASMUS PETRUS SMITH TALJAARD EN GERHARDUS MATTHYS STRYDOM

in hul onderskeie hoedanighede as Burgemeester en/of Uitvoerende
Hoof/Stadsklerk van gemelde Munisipaliteit

("die VERHUURDER")

en

STELLENBOSCH DISTRICT RIDING CLUB EN HOTTENTOTS HOLLAND KENNEL
CLUB

hierin verteenwoordig deur *JOHN ALBERT STEVENS for HOTTENTOTS HOLLAND KENNEL CLUB*
MICHAEL STARKER FOR STELLENBOSCH DISTRICT RIDING CLUB

as synde die gevolmagdigde verteenwoordiger ingevolge 'n besluit van die
SPECTIVE CLUBS gedateer 92.02.17 waarvan 'n afskrif as Bylae A
aangeheg is.

("die HUURDER")

NADEMAAL die VERHUURDER die eienaar is van die eiendom bekend as

Perseelnommer : 502N

Groot : 4,20 hektaar

soos aangedui op die aangehegte kaart

("die EIENDOM")

EN NADEMAAL die VERHUURDER begerig is om die EIENDOM aan die HUURDER te verhuur vir die uitsluitlike gebruik van 'n sportklub en om 'n gedeelte van die verhuurde eiendom van nywerheidswater te voorsien kragtens 'n ooreenkoms of ooreenkomste tussen die VERHUURDER en die Departement van Waterwese en Bosbou en/of die Helderberg Besproeiingsraad (DIE OOREENKOMS), die terme en voorwaardes van die ooreenkoms waarvan aan die HUURDER bekend is.

EN NADEMAAL die HUURDER begerig is om die EIENDOM te huur en om die water wat as gevolg van sodanige ooreenkoms 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 onder voorwaardes van DIE OOREENKOMS op 'n vergadering van die Stadsraad gehou op 1991-05-14 (item 5.1.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 2021 -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 1,5 ha van die EIENDOM, of sodanige gedeelte wat goedgekeur mag word, soos uitgewys tussen die partye, kragtens die ooreenkoms van nywerheidswater te laat voorsien.

3. Die HUURDER sal geregtig wees om gedurende die huurtermyn in klousule 1 bepaal die water wat as gevolg van sodanige

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op die verhuurde eiendom aan te wend op sodanige wyse soos goedgekeur deur die VERHUURDER en onderhewig aan alle terme en voorwaardes kragtens die bepalinge van DIE OOREENKOMS, of andersins bepaal, welke terme en voorwaardes aan die HUURDER bekend is.

HUURGELD, KOSTE VAN WATER, MUNISIPALE BELASTING

Die HUURDER betaal voor of op die eerste dag van Augustus 1991 by die kantoor van die Stadstesourier die huurgeld vir die bedrag van R100,00 (EENHONDERD RAND) (welke bedrag bereken is vir die tydperk vanaf die datum waarop die ooreenkoms 'n aanvang neem tot die 31ste dag van Maart wat daarop volg) en daarna jaarliks vooruit voor of op die 31ste dag van Maart van elke daaropvolgende jaar die huurgeld plus verhoging soos bereken volgens die voorwaardes wat as Bylae B hierby aangeheg is.

Die HUURDER sal verder aanspreeklik wees om op aanvraag deur die VERHUURDER die volgende bedrae aan die VERHUURDER, of sy genomineerde, te betaal, naamlik:

enige en alle belastings en vorderings gehef te word deur die Helderberg Besproeiingsraad wat jurisdiksie het oor die verhuurde eiendom. Die Departement van Waterwese en Bosbou, of enige ander owerheidsliggaam, vir of ten opsigte van, maar nie uitluitend nie -

- 4.2.1.1 basiese bydrae vir rente en delging van die beoogde nywerheidswatervoorsiening;
- 4.2.1.2 administratiewe koste;
- 4.2.1.3 verpligte bydraes ten opsigte van 'n reserwefonds;
- 4.2.1.4 verpligte bydraes tot die Waternavorsingsraad;

- 4.2.1.5 koste van die gelewerde water soos gemeter deur die Beproeilingsraad en bereken teen die aankoopkoste van water soos van tyd tot tyd deur die Departement van Waterwese bepaal; en
- 4.2.1.6 enige en alle belastings of ander heffings of vorderings, van welke aard en omvang ookal gehef deur voormelde liggame.
- 4.2.2 voorlopige uitgawes en tussentydse heffings wat deur die Beproeilingsraad of die Departement van Waterwese en Bosbou opgelê word.
- 4.3 Die VERHUURDER beskou die voorlegging van 'n rekening van die Beproeilingsraad en/of die Departement van Waterwese en Bosbou as afdoende stawende bewys van die bedrag wat deur die HUURDER verskuldig is, opvallende foute en weglatings uitgesluit.
- 4.4 Enige huurgeld of gelde verskuldig kragtens klousule 4.1 en 4.2 wat na die vervaldatum deur die HUURDER aangebied word ten opsigte van enige jaar, indien die VERHUURDER dit aanvaar, is onderworpe aan 'n rente wat maandeliks vooruit bereken sal word teen die standaardrentekoers, soos deur die Munisipale Ordonnansie, Ordonnansie nr 20 van 1974, of enige vervanging of wysiging daarvan 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 HUURDER sou versuim om enige verskuldigde huurgeld of gelde verskuldig kragtens klousule 4.1 en 4.2 binne sewe dae vanaf die vervaldatum te vereffen, en so 'n kansellering affekteer generwyse die reg van die VERHUURDER om enige bedrag wat die HUURDER skuld of verskuldig aan word, geregtelik van hom te vorder nie.
- 4.6 Die HUURDER sal aanspreeklik wees om enige wetlike verpligte heffing sowel as die eiendomsbelastings en/of diensgelde deur die

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Stadsraad op die EIENDOM gehef te betaal, onderworpe aan die voorwaardes en vereistes soos bepaal mag word in terme van die toepaslike wetgewing of die Munisipale Ordonnansie, Ordonnansie nr 20 van 1974, of enige vervanging of wysiging daarvan, of enige ander 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.

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7.3 Die VERHUURDER behou die reg oor om deur sy amptenare periodieke inspeksies van bome, en ander verbeteringe op die eiendom uit te voer en om sodanige stappe ter beskerming daarvan te doen 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.

8. WATERBRONNE

8.1 Die VERHUURDER waarborg geen voorraad van oppervlakte- of ondergrondse water nie.

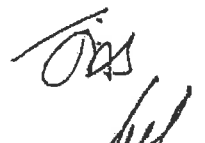
8.2 Die HUURDER onderneem om nie met fonteinne of met die natuurlike vloei van oppervlakte afloopwater in te meng nie deur kanale, vore of damme te bou of om enige ander werke uit te voer sonder die voorafverkreë skriftelike toestemming van die VERHUURDER nie, en vir die toepassing van hierdie subklousule 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 HUURDER onderneem om die EIENDOM op 'n versigtige en sorgsame wyse, te gebruik en ook om verswakking van die natuurlike vrugbaarheid en kwaliteit van die grond teen te werk.



9.2 Die HURDER onderneem om gronderosie teen te werk en om stiptelik uitvoering te gee aan die bepalings 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, gruis, klip of ander grondstof 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 in geval 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.

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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, aangeslaan, 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 onderneming 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.

13. ONDERVERHURINGS, SESSIES OF OORDRAGTE, ENS

13.1 Die HURDER sal nie hierdie huurooreenkoms seeder of oordra nie, en onderverhuur nie die EIENDOM of enige deel daarvan sonder die voorafverkreë skriftelike toestemming van die VERHUURDER nie.

13.2 Die VERHUURDER kan 'n sertifikaat as bewys vereis dat die maatskappy wat 'n HURDER is, wel as 'n maatskappy geregistreer is.

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13.3 By verandering van die beherende aandeelhouding of 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 onder geregtelike bestuur geplaas word, bly die oorspronklike borge ten behoewe 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.

13.4 Verandering van die beherende aandeelhouding of verandering van ledebelang, direkteure of Trustees vir 'n Maatskappy, Beslote Korporasie of 'n Trust wat 'n HURDER is, word geag 'n onderverhuring te wees.

14. GEBOUE 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 HURDER op sy eie koste verwyder word.

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- 14.3 Goedgekeurde verbeteringe van 'n permanente aard sal deur die HURDER 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 teen skade verseker en sodanige versekering instand hou, met dien verstande dat die HURDER verantwoordelik sal wees vir die volle kostes verbonde aan sodanige versekering, en die VERHUURDER sal derhalwe die premies direk van die HURDER 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 HURDER 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 HURDER 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 bepalings van klousule 3, subklousules 4.4, 20.1.1, 20.1.2 en 20.2 of andersins volgens sy eie diskresie en goedgekenke te besluit of die VERHUURDER bereid is om die HURDER 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 waar-

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van die HURDER enige reg op verwydering van sodanige verbetering of enige verdere aanspraak van walter aard ookal sal verbeur, ten gevolge waarvan die betrokke verbetering sonder enige aard van vergoeding die EIENDOM van die VERHUURDER word.

- 14.8 Die Kennelklub mag hondehokke wat met VERHUURDER se goedkeuring opgerig is, slegs vir die aanbod van hoogstens vier nasionale hondeskoue per jaar gebruik vir tydperke wat na die oordeel van die VERHUURDER redelikerwys daarmee verband hou en vir geen ander doel hoegenaamd nie.

15. BAKENS

- 15.1 Deur die huurooreenkoms te onderteken erken die HURDER 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 en 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 HURDER aanspreeklik vir alle opmetings- en ander kostes verbonde aan die herplasing van sodanige bakens.

16. PAAIE

Die HURDER 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.

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Die gemagtigde amptenare van die VERHUURDER kan te eniger tyd die EIENDOM betree om sodanige inspeksies as wat hulle nodig mag ag, uit te voer 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. ERFDIENSBAAARHEID 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 BEËINDIGING 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 gedien is, hierdie ooreenkoms beëindig -

Das / 1

- 20.1.1 indien die **HUURDER** 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 **HUURDER** die grond en op onbehoorlike of onverantwoordelike wyse benut; of
- 20.1.3 indien die **VERHUURDER** daarvan oortuig is dat die **HUURDER** deur sy handeling op die **EIENDOM** 'n oorlas vir ander uitmaak; of
- 20.1.4 indien die **HUURDER** teenstrydig met enige bepaling van die Dorpsaanlegskemaregulasies van die Munisipaliteit van Stellenbosch afgekondig by PK 73 van 1979-07-20, soos 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 **HUURDER** verleen word, op voorwaarde dat die **HUURDER** 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 heroorweging geneem sal word.

- 20.2 die **HUURDER** kan, sonder om afbreuk te doen aan enige bepaling of vereiste van hierdie ooreenkoms en nadat 'n skriftelike kennisgewing van ses (6) maande deur die **HUURDER** aan die **VERHUURDER** gegee is, hierdie ooreenkoms beëindig.
- 20.3 Wanneer subklousule 20.1.5 toegepas word sal die **HUURDER** kwytgeskeld word van alle oorblywende verpligtinge soos in paragraaf 4.2.1 bepaal word en geregtig wees op vergoeding van die koste

Handwritten signature

direkte gevolg van die voorsiening van die nywerheidswater aangebring is (pypleiding, kleppe, krane en meters), wat soos volg vanaf vestigings- tot huuropseggingsdatum bereken word:

bedrag betaalbaar ten opsigte van infrastruktuur is gelyk aan die historiese vestigingskoste - volgens die gemiddelde waardasie van twee onafhanklike buitestaanders wat vir die VERHUURDER aanvaarbaar is - minus die waardevermindering wat in gelyke paaieimente oor twintig (20) jaar bereken is. Koste vir voorlegging ter staving van eise deur HUURDER en alle uitgawe verbonde aan die aanstelling van buitestaanders berus by die HUURDER.

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 aan die kant van die HUURDER, sy werknemers of persone wat onder sy beheer handel.

22 KOSTE VAN OOREENKOMS

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

verhand met enige aangeleentheid voortspruitende uit hierdie ooreenkoms, sal onderwerp word aan en besleg word deur arbitraste.

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; en

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.

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.

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/kliëntbasis, insluitende sodanige heffings wat betaalbaar is kragtens Regulasie 62 van die Wet op Prokureursordes nr 41 van 1975, of enige vervanging of wysiging daarvan, of enige soortgelyke heffings.

GETEKEN TE STELLENBOSCH HIERDIE _____ DAG VAN _____ 1991

GETUIE

TEN BEHOEWE VAN DIE VERHUURDER

1. _____
BURGEMEESTER

2. _____
UITVOERENDE HOOF/
STADSKLERK

GETEKEN TE STELLENBOSCH HIERDIE 17TH DAG VAN FEBRUARY 1992

GETUIE

TEN BEHOWE VAN DIE HUURDER

1. _____ W. Stank

2. _____ W. Stevens

1991-06-25

(/KONTRAE/mc)

W. Stank
W. Stevens

BELEID EN TOEPASSING VAN DIE HUURGELDBEREKENING

1. Vir die doeleindes van hierdie ooreenkoms word die aanvanklike huurgeld van 'n sportklub vanaf 1991-04-01 deur die Raad op R100,00 per jaar bepaal.

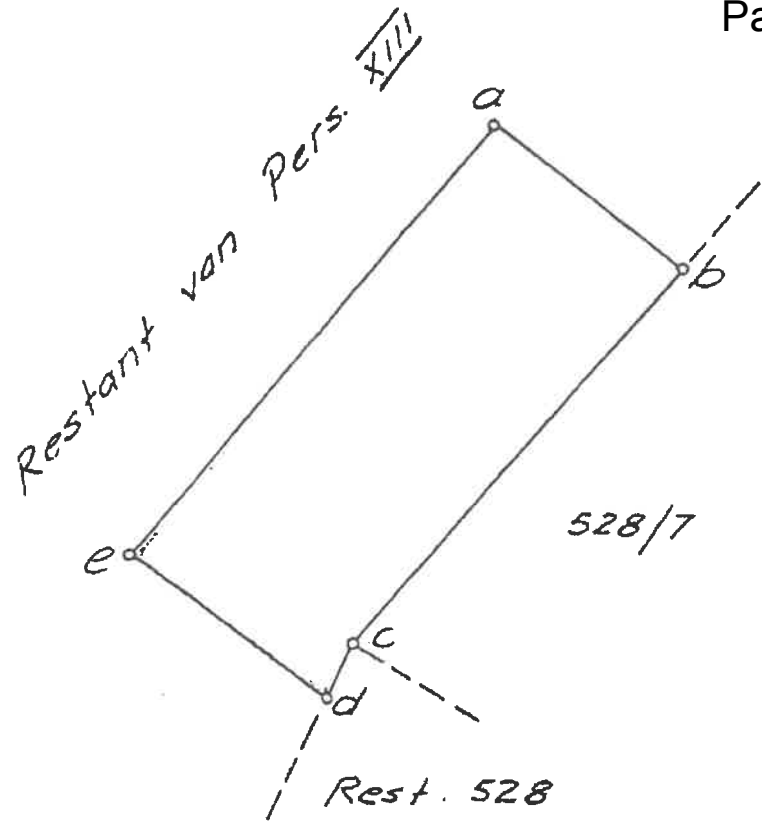
2. *Huurgeld betaalbaar in eerste termyn van tien (10) jaar*
Die huurgeld sal jaarliks met 15 %, saamgesteld bereken met aanvangsdatum 1992-04-01, eskaleer.

3. *Aangepaste huurgeld na tien (10) jaar*
Die huurgeld sowel as die persentasie aanpassing soos beskryf in paragraaf 1 en 2 sal elke tien (10) jaar herbepaal word by wyse van onderlinge ooreenkoms. Indien die partye nie konsensus kan bereik nie, sal 'n arbiter die aangeleentheid beslis welke beslissing finaal en bindend sal wees.

1991-06-25

(ESAP/KONTRAK/mc)

Two handwritten signatures in black ink, one above the other, located in the bottom right corner of the page.



Skaal: 1/5000

Die figuur *abcde* stel voor
 4,2 Ha (benaderd tot die naaste 0,2 Ha) grond synde

Munisipale Huurgrond Perseel XIII J

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

Opgestel deur my op Aug. 1976

Heinrich G. Volkmann
 Landmeter.

Oorspronklike Kaart		
Nr. <u>9133/1957</u>	Burgermeester	Huur
T/A Stel. <u>F 5-34</u>	Stadslerk	
<u>BH-8DCD</u>	Getuie 1.	Getuie 1.
	2.	2.

101

APPENDIX 2

STELLENBOSCH DISTRICT RIDING CLUB*(Affiliated to the SAEF, SA Show Jumping, Dressage SA, Eventing SA, Equitation SA, SA Showing, CDSA)*

SECRETARY: TEL 083 638 8608
 Email: sdridingclub@gmail.com
 Fax: 0866 631 756
 Website www.sdrc.co.za
 SAEF CLUB REGISTRATION NO WC0002
 127-132 NPO



P O BOX 1157
 SOMERSET WEST
 7129
 JOIN US ON Facebook
 STELLENBOSCH DISTRICT RIDING CLUB

11 April 2019

Stellenbosch Municipality
 PO Box 17, Stellenbosch, 7600
 Town House Complex, Plein Street, Stellenbosch, 7600

ATTENTION PIET SMIT

Erf Nr 502N
 Contract nr 7/2/1/2/51 (Mev BF Sippel)

Dear Piet

Further to our telephone conversation last month, as discussed, we would like to extend the lease for SDRC for a further 9 years and 11 months.

I have put together some information about the Club, and a motivation as well.

Stellenbosch District Riding Club (SDRC) has been in existence for 30 years, and during this time continually kept their facilities in a good condition and upgraded and expanded whenever possible or necessary to be able to host regular equestrian events for our local community, as well as National and International Events. SDRC is now the only equestrian sports club in the Boland and Cape Winelands District that supports all the SAEF and FEI equestrian disciplines at one venue.

As a club we support a very large rural community, especially people from previously disadvantaged backgrounds and poor communities because we not only provide numerous jobs during our shows and events, employ permanent staff, but we also give people the opportunity to participate in competitions and the equestrian sport which they would otherwise not be able to do and provide bursaries to ride through the club as a sponsored member.

SDRC has an ongoing partnership with the WP Disabled Riding Association, who uses our sports club for their Regional and National events. Therefore, SDRC is a disabled-friendly club; all of our current facilities are wheelchair assessable and this means that we cater to all of the disabled and para-athletes in our sport, which few to none other equestrian clubs can provide in the District. SDRC also assist the local communities holding their carriage driving shows at SDRC. SDRC allows community members to not only part take in normal competitions, but also have competitions for the younger generation teaching them how to drive carriages and look after horses, and by doing this it keeps them off the streets and out of trouble.

STELLENBOSCH DISTRICT RIDING CLUB*(Affiliated to the SAEF, SA Show Jumping, Dressage SA, Eventing SA, Equitation SA, SA Showing, CDSA)***SECRETARY: TEL 083 638 8608****Email: sdridingclub@gmail.com****Fax: 0866 631 756****Website www.sdrc.co.za****SAEF CLUB REGISTRATION NO WC0002
127-132 NPO****P O BOX 1157
SOMERSET WEST
7129****JOIN US ON Facebook
STELLENBOSCH DISTRICT RIDING CLUB**

A major part of our community is children and young adults through their school equestrian clubs. SDRC provides usage of the club on a monthly base to the Boland Region of SANESA (South African National Equestrian Schools Association) to enable them to hold District and Regional events that build and develop the children and young adults.

We support other non-profit organisations whose objectives, like SDRC's, are to nurture and develop our sport for children and the youth from all different walks of life. These organizations include:

- Helderberg Branch of the South African Pony Club,
- Western Province Dressage and the Western province Para-Dressage Society (disabled equestrian athletes)
- SA Show Jumping and Western Cape Show Jumping
- Eventing SA and Western Cape Eventing
- Showing SA and Equitation SA
- Boland Region of SANESA (South African National Equestrian Schools Association), which is acknowledged by the South African Equestrian Federation (SAEF) and SASCO.

We provide such organisations with reduced fees, full access to all of our facilities and the opportunity to advance their objectives using SDRC to make it happen. Through the cooperation between organisations like these and SDRC our community can participate in sports to a far greater extent than if SDRC did not support such organisations.

Throughout the years SDRC's has remained consistent with providing facilities and opportunities from grass roots level participants up to international professional athletes to help develop and nurture their abilities and capabilities to nurture and develop the sport.

SDRC has also received support from the LOTTO which in return, not only enables SDRC to continually keep facilities in a good condition, but also allows the club to have upgraded and expanded whenever possible or necessary to be able to host regular equestrian events for our local community, as well as National and International Events. Therefore, SDRC relies on the Stellenbosch Municipality to uphold and support the Equestrian Sport in the Region.

Many Thanks

TERESA FORRESTER**(SPECIAL PROJECTS – SDRC COMMITTEE)**



Cape Winelands Equestrian Federation

P O Box / Posbus 4038

Email/Epos: capewinelandsequestrian@gmail.com

**Durbanville
7551**

29 March 2019

TO WHOM IT MAY CONCERN

This letter is to confirm that the Stellenbosch District Riding Club is affiliated to the Cape Winelands Region Equestrian Federation for the current financial year 1 Jan 2019 to 31 December 2019.

We hereby confirm that we fully support Stellenbosch District Riding Club in all its equestrian activities as the club plays an integral role in developing and supporting equestrian sport as being the only club in the Cape Winelands District that can accommodate multi-discipline events

Yours Sincerely

A handwritten signature in black ink, appearing to be 'Gail L. Canovi', written over a horizontal line.

Gail L. Canovi

Chairman Cape Winelands Equestrian



NATIONAL OFFICE

Email: info@sanesa.co.za

Fax: 086 653 1071

Stellenbosch District Riding Club
PO Box 1157
Somerset West
7129

15 April 2019

Dear Teresa and Di

Western Cape and Boland branches of SANESA would like to thank the committee of SDRC for their on going support.

SANESA is a vibrant and dynamic organization, acknowledged by the South African Equestrian Federation (SAEF) and SASCOC, and has dedicated itself to promoting all forms of Equestrian sport within the South Africa's schools' community. Every Province/Region holds up to 4 multi-discipline competitions in the first 7 months of the year and then the top 8 riders with the most accumulated points in each discipline go forward to represent their Province at the annual SANESA National Championships during September/October.

It is not essential for anyone to actually own their own horse or pony to participate in SANESA – many riding school pupils compete with success at our events on borrowed horses/ponies. SANESA is striving to ensure that it is an all inclusive organisation and that anyone who wishes to compete is not disadvantaged in any way. We strive on equity, access for all people and to the development of the sport at all levels. We assist youths from the rural underprivileged communities, to become more involved in sport and one of its main objectives is to identify and nurture talent in rural areas.

In 2018 we have held 4 multi-discipline shows at SDRC which included Dressage, Show Jumping, Equitation, Jumping, Showing. We are hoping to extend these disciplines to include Eventing and Vaulting as well as Para Dressage. In 2019 we are holding 5 Winelands/ Overberg Qualifiers which would not be possible without the SDRC facilities as SDRC is the only club the Winelands / Overberg District that can cater for our multi-discipline events.

SDRC is in the perfect location and its facilities make it an ideal training venue in the Western Cape. The care and maintenance you have put into the grounds really shows. SANESA is very excited with the recent upgrades that have been made to the club and look forward to using SDRC for more events and enabling students from grass roots level to learn about sportsmanship.

SDRC is one of the friendliest grounds in the Western Cape; we are very privileged to have it as part of our Community.

Thank you very much for your club's generosity.

Sincerely

Vittoria Versace

Chairman SANESA WESTERN CAPE

& Chairmain SANESA CAPE WINELANDS DISTRICT

APPENDIX 3

WinDeed Database Deeds Office Property

FARM 502, 502, 0 (REMAINING EXTENT) (CAPE TOWN)

GENERAL INFORMATION

Date Requested 2020/03/20 12:57
 Deeds Office CAPE TOWN
 Information Source WINDEED DATABASE
 Reference -



PROPERTY INFORMATION

Property Type FARM
 Farm Name FARM 502
 Farm Number 502
 Portion Number 0 (REMAINING EXTENT)
 Local Authority STELLENBOSCH MUN
 Registration Division STELLENBOSCH RD
 Province WESTERN CAPE
 Diagram Deed STF5-34/9/1883
 Extent 9.9894H
 Previous Description -
 LPI Code C06700000000050200000

OWNER INFORMATION

Owner 1 of 2

Type LOCAL AUTHORITY
 Name MUN STELLENBOSCH
 ID / Reg. Number -
 Title Deed STF5-34/1883
 Registration Date -
 Purchase Price (R) 0
 Purchase Date -
 Share 0.00
 Microfilm 2006 1881 1465
 Multiple Properties NO
 Multiple Owners NO

Owner 2 of 2

Type LOCAL AUTHORITY
 Name MUN STELLENBOSCH
 ID / Reg. Number -
 Title Deed T36696/2006
 Registration Date -
 Purchase Price (R) TRANSFER BY ENDO
 Purchase Date -
 Share 0.00
 Microfilm 2006 1869 1425
 Multiple Properties NO
 Multiple Owners NO

ENDORSEMENTS (8)

#	Document	Institution	Amount (R)	Microfilm
1	I-1064/93LG	-	UNKNOWN	-
2	K211/1962S	-	UNKNOWN	-
3	K925/1965S	-	UNKNOWN	-
4	K5211/2006S	-	UNKNOWN	2006 1869 1430
5	VA5665/2006	MUN STELLENBOSCH	UNKNOWN	2006 1869 1399
6	FARM ST 502	-	UNKNOWN	1985 0072 0330
7	PTNS ST RD 502/1-3&6	-	UNKNOWN	-
8	I-2562/2014LG	-	UNKNOWN	-

7.2.3	ERF 13246, STELLENBOSCH: DUTCH REFORM CHURCH: WELGELEGEN: APPLICATION TO ENFORCE FALL-BACK CLAUSE
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Collaborator No:

IDP KPA Ref No:

Meeting Date:

Good Governance

17 February 2021

1. SUBJECT: ERF 13246, STELLENBOSCH: DUTCH REFORM CHURCH: WELGELEGEN: APPLICATION TO ENFORCE FALL-BACK CLAUSE

2. PURPOSE

To consider the enforcement of the fall-back clause in the Exchange of Land Agreement of 12 May 1995 and to determine the value at which such buy back should take place if approved.

3. DELEGATED AUTHORITY

For decision by Council.

4. EXECUTIVE SUMMARY

Stellenbosch Municipality and the Dutch Reform Church: Welgelegen concluded an Exchange of Land Agreement in 1995 in terms whereof erf 13246, Stellenbosch (municipal land) was exchanged for two residential erven in Die Boord, being erven 12758 and 12759 (church land) on an equal in value basis. The Agreement, however, has a fall-back clause, indicating that the land must be transferred back to the Municipality should it no longer needed for church purposes. Seeing that the Dutch Reform Church: Welgelegen does not want to use the property for church purposes they have requested that the fall-back clause be enforced, as per the Agreement. Council must agree to the value at which the property is bought back, as per the Agreement.

The item served before Mayco in November 2019 and was referred back. We received a update on the Municipal Value for the property on which the rates are base. That information is attached as **APPENDIX 8**.

It was resubmitted in February 2020, but did not serve on the agenda. It is now resubmitted for consideration. The item served before the Mayco meeting In November 2020, but no decision was taken. It is resubmitted for consideration in January and during the discussions the issue of clause 14.2 of the agreement (**APPENDIX 1**) was raised. Clause 14. 2 indicates a special condition requiring rezoning. It was argued that clause 14.2 is a suspensive condition. The Deeds Office did not regard this as a suspensive condition and the erf was transferred to the Municipality. If it was regarded as a suspensive condition it would not have been transferred. The condition in our view requires that the erf in question must be rezoned before it can be used and build on as a church.

There was a rezoning application (see paragraph 2 of **APPENDIX 2**) which was approved. The rezoning will only vest when building is started within the prescribed 2 years from the date of the approval of the application. The rezoning lapsed as there was never a building built on the land. The special clause cannot now be used to claim that the swopping agreement is invalid especially as it was implemented.

5. RECOMMENDATION

For consideration.

6. DISCUSSION / CONTENT

6.1 Background

During 1995 Stellenbosch Municipality and the Dutch Reform Church: Welgelegen concluded an Exchange of Land Agreement, in terms whereof erf 13246, Stellenbosch (municipal owned land at the time) was exchanged for two residential erven (church land) in Die Boord on an equal in value basis. A copy of the Agreement is attached as **APPENDIX 1**.

6.2 Application to enforce buy-back clause

Hereto attached as **APPENDIX 2** a self-explanatory request from the Dutch Reform Church: Welgelegen, requesting Council to buy back erf 13246.

6.3 Discussion

6.3.1 Location and context

Erven 12758 and 12759 is situated in Rhodes- North Road, Die Boord, as indicated on Fig 1 and 2, below.



Fig 1: Location and context: Erven 12758 and 12759



Fig 2: Extent: Erven 12758 and 12759

Erf 13246 is located off Wildebosch Road, Paradyskloof, as indicated on Fig 3 and 4, below.



Fig 3: Location and context: erf 13246



Fig 4: Extent Erf 13246

6.3.2 Property description and Ownership

Erf 13246, measuring 9000m² in extent, is registered in the name of the Dutch Reform Church: Welgelegen, by virtue of Title Deed T4376/2001. Although erf 13246 was rezoned to Religious Purposes, this rezoning has lapsed. The zoning has therefore reverted back to Agricultural Use. See Windeed record attached as **APPENDIX 3**.

Erven 12758 and 12759 measuring 767m² and 720m² in extent respectively, are registered in the name of Stellenbosch Municipality by virtue of Title Deeds T4375/2001. See Windeed records attached as **APPENDIX 4** and **5** respectively. The properties are zone single residential but is used for an early childhood development centre in term of a Lease Agreement (undetermined period).

When Council acquires land no need exists in Law to follow a public participation process.

6.3.3 Contractual situation

In terms of clause 1 of the Exchange of Land Agreement (Ruilooreenkoms) the parties agreed that the properties which were the subject of the exchange, are equal in value.

In terms of clause 13, should erf 13246 not be used for religious purposes by the church, it will be transported back to the Municipality at an amount to be agreed upon by the parties.

6.3.4 Valuation

Hereto attached as **APPENDIX 6** and **7** respectively, valuations obtained from Pendo Property Valuers and DDP, valuing the property at R5 100 000.00 and R4 500 000, respectively. The weighted average is R4 800 000.00.

6.3.5 Options available to Council

In terms of clause 13 of the Exchange of Land Agreement, should erf 13246 not be used for religious purposes by the church, it must be transferred back to the Municipality at an amount to be agreed upon between the parties.

6.4 Financial Implications

Should Council resolve to buy-back erf 13246, the initial financial cost will be determined by the amount that Council resolve to pay for the property plus transfer costs, should the parties reach agreement.

6.5 Staff Implications

No additional staff implications.

6.6 Previous / Relevant Council Resolutions

Council has approved the initial Exchange of Land, during 1995, but no detail could be found. The item also served as a Mayoral Committee meeting held on 2019-05-21, where it was decided to refer the matter back to allow the Administration to obtain additional information.

6.7 Risk Implications

Risks are addressed in the item.

6.8 Comments from Senior Management**6.8.1 Municipal Manager**

Notes the recommendations

ANNEXURES:

Appendix 1: Copy of Agreement

Appendix 2: Request from Dutch Reform Church

Appendix 3: Windeed report

Appendix 4 and 5: Windeed records

Appendix 6: Valuation report Pendo

Appendix 7: Valuation report DDP

Appendix 8: Input from the CFO

FOR FURTHER DETAILS CONTACT:

NAME	PIET SMIT
POSITION	<i>Manager: Property Management</i>
DIRECTORATE	<i>Corporate Services</i>
CONTACT NUMBERS	021-8088750
E-MAIL ADDRESS	Piet.smit@stellenbosch.gov.za
REPORT DATE	2020 – 11- 09

APPENDIX 1

Cluver Markotter
Pleinstraat 4, Stellenbosch

RUILOOREENKOMS

5601/12
12/5/1095

AANGEGAAN DEUR EN TUSSEN:

GERHARDUS MATTHYS STRYDOM in sy hoedanigheid as Uitvoerende Hoof / Stadsklerk van die MUNISIPALITEIT VAN STELLENBOSCH, behoorlik gemagtig daartoe

Adres: Die Munisipaliteit
Pleinstraat
STELLENBOSCH
7600

(hierna die STADSRAAD genoem)

en

GYS DE KLERK namens die Kerkraad van die NEDERDUITSE GEREFORMEERDE GEMEENTE STELLENBOSCH WELGELEGEN TE STELLENBOSCH behoorlik gemagtig daartoe

Adres: N G Kerk Stellenbosch Welgelegen
Buitekringweg
Dalsig
STELLENBOSCH
7600

(hierna die KERK genoem)

NADEMAAL:

1. Die STADSRAAD die geregistreerde eienaar is van 'n eiendom bekend as:

GEDEELTE A van die Plaas Nr. 369/G geleë in die Munisipaliteit en Afdeling van Stellenbosch

GROOT Ongeveer 9 000 (NEGE DUISEND) vierkante meter

Soos aangedui deur die figuur a b c d op die Sketsplan, waarvan 'n afskrif hierby aangeheg word, gemerk Aanhangsel "A".

(hierinlater na verwys as die EERSTE EIENDOM)

2. Die KERK die geregisteerde eienaar is van:
- 2.1 ERF 12759 (Gedeelte van Erf 5339) STELLENBOSCH in die Munisipaliteit en Afdeling Stellenbosch
GROOT 720 (SEWE HONDERD EN TWINTIG) vierkante meter
- 2.2 ERF 12758 (Gedeelte van Erf 5339) STELLENBOSCH in die Munisipaliteit en Afdeling Stellenbosch
GROOT 767 (SEWE HONDERD SEWE EN SESTIG) vierkante meter
- Soos aangedui op Algemene Plan Nr. 709/94, waarvan 'n afskrif hierby aangeheg word, gemerk Aanhangsel "B"
- (hierinlater gesamentlik genoem die **TWEEDE EIENDOM**)
3. Die STADSRAAD begerig is om die **EERSTE EIENDOM** te verruil vir die **TWEEDE EIENDOM**; en
4. Die KERK begerig is om die **EERSTE EIENDOM** in ruil te ontvang vir die **TWEEDE EIENDOM**;

NOU DERHALWE KOM DIE PARTYE SOOS VOLG OOREEN:

1. WAARDE VAN EIENDOMME

Die partye bevestig hiermee dat die eiendomme wat hiermee verruil word, na hul mening gelyk in waarde is. //

2. BESIT EN VAKANTE OKKUPASIE

Die partye het op 1 Januarie 1995 besit en vakante okkupasie van die eiendomme wat hiermee verruil word, gegee en geneem, vanaf welke datum die risiko verbonde aan die onderskeie eiendomme op die ander party oorgaan. Die eiendomme word oorgeneem onderhewig aan die ooreenkomste wat tans met betrekking tot die gebruik en aanwending daarvan bestaan, soos hierinlater meer volledig uiteengesit word.

3. BELASTINGS EN DIENSGELDE

Die partye sal verantwoordelik wees vir betaling van belastinge en diensgelde soos gehef deur die betrokke Plaaslike Owerhede ten opsigte van die eiendomme wat hiermee verruil word, vanaf datum van besit daarvan.

4. VOETSTOOTS

Die partye kom hiermee ooreen dat:

- 4.1 Die eiendomme voetstoots verruil word;
- 4.2 Die partye nie aanspreeklik sal wees vir enige gebreke daaraan, hetsy sigbaar of verborge nie; en

- 4.3 Die partye geensins aanspreeklik sal wees teenoor mekaar vir enige waarborg of voorstelling wat nie in hierdie skriftelike kontrak vervat is nie.

5. REGISTRASIE VAN TRANSPORT

Transport van die eiendomme wat hiermee verruil word, sal so gou moontlik na verkryging van die nodige goedkeuring van die Landmeter-Generaal en ontvangs van die goedgekeurde landmetersdiagramme deur mnr Cluver Markotter gepasseer word.

6. TITEL- EN ANDER VOORWAARDES

Die verkoping geskied onderhewig aan die bepalings en voorwaardes vervat in die bestaande titelaktes en kaarte van die eiendomme en die partye is nie gebonde aan of aanspreeklik met betrekking tot enige voorstellings gemaak, anders as wat in hierdie ooreenkoms vervat is nie.

7. TRANSPORTKOSTES

Die partye sal in gelyke dele aanspreeklik wees om op aanvraag aan mnr Cluver Markotter te betaal alle koste wat noodsaaklikerwys aangegaan word om uitvoering aan hierdie ooreenkoms te gee, wat sal insluit alle landmeterskoste, die koste vir die opstel van hierdie ooreenkoms en alle konsultasie in hierdie verband, asook die vergoeding vir die opstel en registrasie van die transportaktes soos voorgeskryf kragtens Regulasie 85 van die Registrasie van Akteswet Nr. 47 van 1937.

8. BAKENS EN GRENSE

Die KERK is nie verplig om die bakens en grense van die eiendom uit te wys nie en indien enige sodanige uitwysing plaasvind, geskied dit onderhewig aan die bepalings van klousules 4.3 en 6 hierbo en op koste van die STADSRAAD. Die bakens en grense van die EERSTE EIENDOM sal nog deur 'n landmeter uitgewys word.

9. DOMICILIUM CITANDI ET EXECUTANDI

Die partye kies hiermee die adresse soos vervat in die aanhef tot hierdie ooreenkoms as hul onderskeie domicilia citandi et executandi vir alle doeleindes van hierdie ooreenkoms.

10. JURISDIKSIE

Die partye stem hiermee toe tot die jurisdiksie van die Landdroshof oor enige geding wat voortspuit uit hierdie ooreenkoms met dien verstande dat die partye die reg voorbehou om in die Hooggeregshof aksie teen mekaar in te stel, in welke geval die party wat sodanige aksie aanhangig maak, ook geregtig sal wees op koste op Hooggeregshofskaaf.

11. HUURKONTRAK - EERSTE EIENDOM

Gelyktydig met die ruiltransaksie word die huidige huurder van die EERSTE EIENDOM se huurkontrak aangepas om die spesifieke grond uit te sluit en die huurgeld pro rata aan te pas. Die KERK sal weer 'n ooreenkoms met die huurder aangaan totdat die grond benodig word.

12. AANWENDING EN GEBRUIK - TWEEDE EIENDOM

- 12.1 Die KERK bevestig dat die huurkontrak waarkragtens mev Vlok die speelskool op die TWEEDE EIENDOM bedryf het, beëindig is op 31 Desember 1994 en dat sy dienooreenkomstig versoek is om die perseel te ontruim of in die alternatief met die STADSRAAD te onderhandel oor die moontlike verdere gebruik van die perseel.
- 12.2 Die KERK bevestig verder dat die onliggende erwe verkoop is onderhewig aan die voorstelling dat die gemelde huurkontrak beëindig sou word en dat die huurder of eienaar van die TWEEDE EIENDOM in die toekoms aansoek sou moes doen vir die hersonering of verdere afwykende gebruik, indien die eiendom vir ander doeleindes as enkelwoning-doeleindes benodig sou word.
- 12.3 'n Spesiale voorwaarde van die ooreenkoms is dat die transaksie onderhewig is daaraan dat, indien 'n bewaar- of speelskool ooit permanent op die geruilde TWEEDE EIENDOM bly voortbestaan, die huidige gebou vervang moet word met 'n permanente ~~steen~~gebou en omring word met 'n 1,8 meter gepleisterde en geverfde muur. Die hersonering van die eiendom of die toestaan van 'n afwykende gebruik vir 2 (TWE) jaar en langer sal as permanent beskou word.
- 12.4 Nieteenstaande enige voorwaardes hierin vervat, en meer spesifiek 12.3 hierbo, bevestig die KERK hiermee dat hulle nie uitdruklik of stilswyend toestem tot enige ander aanwending van die TWEEDE EIENDOM anders as vir enkelwoning-doeleindes nie.

13. TERUGVALSREG

Indien die KERK nie meer die EERSTE EIENDOM vir kerkdoeleindes benodig nie, sal dit aan die STADSRAAD teruggetranspoteer word teen 'n vergoedingsbedrag soos deur die partye ooreengekom.

14. SPESIALE VOORWAARDES


- 14.1 Die transaksie is in sy geheel onderhewig aan die goedkeuring daarvan deur alle betrokke owerheidsinstansies.
- 14.2 Hierdie ruilooreenkoms sal verder onderhewig wees aan die hersonering van die EERSTE EIENDOM na bededoeleindes.

ALDUS GEDOEN en GETEKEN te STELLENBOSCH op hierdie 12de dag van Februarie 1995 in die teenwoordigheid van die ondergetekende getuies.

Mei

AS GETUIES:

1. 
 2. 


 STADSRAAD

DIE BOORD ERWE



ERWE TE KOOP

RESTANT SPF 3652
P.O.R.

B

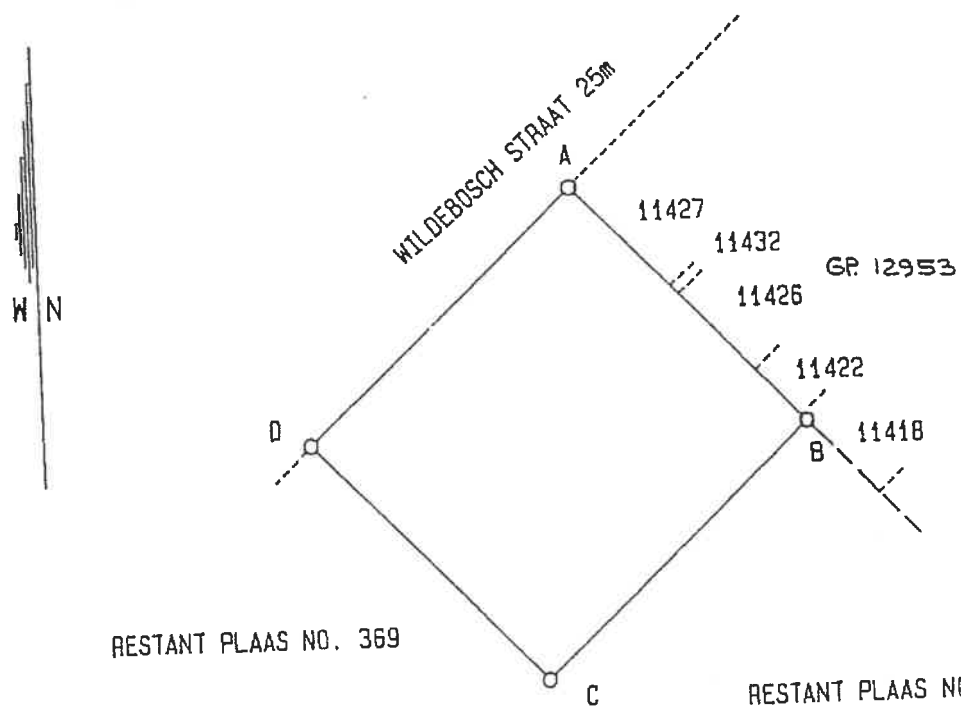
[Handwritten signatures]

Friedlaender, Burger & Volkmann Landmeters

SYE Meter	RIGTINGS- HOEKE	KOORDINATE Stelsel Lo 19°				L.G. No. 1732/1998 Goedgekeur <i>R.A.F.</i> Landmeter-generaal 1998.04.22
		Y	X	Y	X	
	Konstante :	0,00	+ 3700000,00			
AB	90,02	316 28 30	A +	13118,01	+ 59761,23	
BC	100,00	46 30 20	B +	13056,02	+ 59826,50	
CD	90,02	136 30 30	C +	13128,57	+ 59895,33	
DA	99,95	226 30 20	D +	13190,52	+ 59830,02	
	400	VERDUN	Δ +	17185,33	+ 56805,07	
	404	PARADYS	Δ +	10120,28	+ 59264,21	

BESKRYWING VAN BAKENS

A --- Spoorstafseksie 15mm ~~voor~~ ysterpen
 Alle ander bakens is 12mm ysterpenne



RESTANT PLAAS NO. 369

RESTANT PLAAS NO. 369

SKAAL 1 : 2000

Die figuur ABCD
 stel voor 9000 vierkante meter

grond, synde

ERF 13246 STELLENBOSCH

gelee in die Stellenbosch Plaaslike Oorgangsraad
 Administratiewe Distrik van
 Opgemeet in November 1997
 deur my

Provinsie Wes Kaap

D.P. Burger
 D P Burger Pr Landmeter PL50080

Hierdie kaart is geheg aan No. Gedateer t.g.v. Registrateur van Aktes	Die oorspronklike kaart is No. 593/1884 Geheg aan Stel F 5-35 (Plaas 369)	Leer No. Stel.369 M.S. No. E731/1998 Komp. BH-8DC/X51(1509)
---	---	---

VRYGESTEL VAN DIE BEPALINGS
 VAN WET 70 VAN 1970
 ARTIKEL 2 (a)

VRYGESTEL VAN DIE BEPALINGS
 VAN WET 70 VAN 1970

APPENDIX 2



Buitekringweg 6
Dalsig, 7600
☎ 021•886•5975
☎ 086•606•9959
✉ skriba@stelwel.co.za
www.stelwel.co.za

4 Oktober 2018

Die Bestuurder: Eiendomsbestuur

Stellenbosch Munisipaliteit

Posbus 17

STELLENBOSCH

7600

Geagte Meneer

NG GEMEENTE STELLENBOSCH-WELGELEGEN: PARADYSKLOOF EIENDOM (ERF 13246)

Die Kerkraad van die NG Gemeente Stellenbosch-Welgelegen het op sy vergadering van 28 Augustus 2018 besluit om aansoek te doen by die Stadsraad dat die *Terugvalsreg* klousule in werking gestel word ooreenkomstig die destydse ruiltransaksie ooreenkoms.

1. AGTERGROND

Die NG Gemeente se eiendom nl. Erf 13246 Pardyskloof, is destyds deur die NG Gemeente Stellenbosch-Welgelegen bekom d.m.v 'n ruiltransaksie vir twee enkelwoon erwe in die Boord nl. Erwe 12758 en 12759 (sien Liggingsplan onder **Bylae A**). Die ruilooreenkoms het 'n paar belangrike beginsels bevat wat relevant is vir die oorweging van die bostaande versoek nl. (uittreksels uit *Ruilooreenkoms* aangeheg onder **Bylae B**).

1.1. Waarde van die eiendom (Par. 1)

“Die partye bevestig hiermee dat die eiendom wat hiermee verruil word, na hul mening gelyk in waarde is”.

1.2. Terugvalsreg (Par. 13)

“Indien die KERK nie meer die EERSTE EIENDOM vir kerkdoeleindes benodig nie, sal dit aan die STADSRAAD teruggetranspoteer word teen ’n vergoedingsbedrag soos deur die partye ooreengekom”. (Sien ook Par. F van die Transportakte aangeheg onder Bylae C).

1.3. Gebruik/sonering (Par 14.2)

“Hierdie ruilooreenkoms sal verder onderhewig wees aan die hersonering van die EERSTE EIENDOM na Bededoeleindes”.

2. HUIDIGE STATUS

Die eiendom is wel destyds gehersoneer na Bededoeleindes, maar aangesien die sonering slegs vir 2 jaar geldig was en die Kerk dit nie uitgeoefen het nie, het die sonering teruggeval na Landboudoeleindes. Tans word dit verhuur aan Blaauwklippen Plaas.

Die eiendom is ook nie ingesluit by die stedelike ontwikkelingsgrens (urban edge) van Stellenbosch nie. Na ons mening is dit ’n fout of oorsig van die Munisipaliteit aangesien die ruilooreenkoms bepaal dat dit vir Bededoeleindes (dus stedelik) gebruik moet word.

3. BEROEP OP TERUGVALSREG

Die Kerk het besluit dat die eiendom nie meer in toekoms vir Bededoeleindes gebruik sal / wil word nie en dat die Stadsraad versoek word om die eiendom terug te transporteer teen ’n vergoeding aan die Kerk soos ooreengekom deur die partye.

Die motivering vir die versoek aan die Stadsraad is omrede die NG Gemeente se lidmaatgetalle grootliks gestabiliseer het en dat die huidige fasiliteite van die Kerk voldoende ruimte bied vir al sy bedieninge en aktiwiteite.

Die behoefte vir die uitbreiding van die Gemeente d.m.v 'n nuwe kergebou op die Paradyskloof eiendom soos destyds voorsien was, het dus nou verval.

Die basis vir die destydse ruil-ooreenkoms was dié van “gelyke waarde”. Die huidige waarde van die twee gedienste enkelwoon erwe in Die Boord is dus die enigste basis vir 'n ooreenkoms. Dit behoort by wyse van 'n waardasie(s) as begin basis gedoen te word en dan by wyse van ooreenkoms deur beide partye.

Die ooreenkoms bepaal egter dat dit “teruggetranspoteer sal word, indien die Kerk dit nie meer nodig nie”. Na ons mening het die kerk derhalwe geen ander keuse anders as om hulle te beroep op die Terugvalsreg klousule nie.

4. AANSOEK

Ons versoek die Stadsraad derhalwe hiermee om die Terugvalsreg klousule toe te pas op die beginsels soos onder Par. 3 hierbo uiteengesit.

Met waardering.



Ds Monty Sahd

Vorsitter: NG Gemeente Stellenbosch-Welgelegen

Geroep Gewillig Gestuur

ERF 13246



ERF 12758
& 12759



APPENDIX 3

WinDeed Database Deeds Office Property

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STELLENBOSCH, 13246, 0 (CAPE TOWN)

GENERAL INFORMATION

Date Requested 2019/03/29 07:35
Deeds Office CAPE TOWN
Information Source WINDEED DATABASE
Reference -

**PROPERTY INFORMATION**

Property Type ERF
Erf Number 13246
Portion Number 0
Township STELLENBOSCH
Local Authority STELLENBOSCH MUN
Registration Division STELLENBOSCH RD
Province WESTERN CAPE
Diagram Deed T4376/2001
Extent 9000.0000SQM
Previous Description -
LPI Code C06700220001324600000

OWNER INFORMATION**Owner 1 of 1**

Type CHURCH
Name NED GER KERK-WELGELEGEN-STELLENBOSCH
ID / Reg. Number -
Title Deed T4376/2001
Registration Date 2001/01/23
Purchase Price (R) EXCHANGE
Purchase Date -
Share 0.00
Microfilm 2001 0105 2202
Multiple Properties NO
Multiple Owners NO

ENDORSEMENTS (1)

#	Document	Institution	Amount (R)	Microfilm
1	SUBDIVISION FROM	REG DIV STELLENBOSCH RD ,NAME FARM 369 ,NO 369 ,PRTN 0	UNKNOWN	0000000*

HISTORIC DOCUMENTS

No documents to display

DISCLAIMER

This report contains information gathered from the WinDeed database and we do not make any representations about the accuracy of the data displayed nor do we accept responsibility for inaccurate data. LexisNexis will not be liable for any damage caused by reliance on this report and for legal purposes encourage validation on ownership details with the Deeds Office. This report is subject to the terms and conditions of the [WinDeed End User Licence Agreement \(EULA\)](#).

APPENDIX 4

WinDeed Database Deeds Office Property

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STELLENBOSCH, 12758, 0 (CAPE TOWN)

GENERAL INFORMATION

Date Requested 2019/03/29 07:37
Deeds Office CAPE TOWN
Information Source WINDEED DATABASE
Reference -

**PROPERTY INFORMATION**

Property Type ERF
Erf Number 12758
Portion Number 0
Township STELLENBOSCH
Local Authority STELLENBOSCH MUN
Registration Division NOT AVAILABLE
Province WESTERN CAPE
Diagram Deed T4375/2001
Extent 767.0000SQM
Previous Description PTN OF 5339-GP709/94
LPI Code C06700220001275800000

OWNER INFORMATION**Owner 1 of 1**

Type LOCAL AUTHORITY
Name MUN STELLENBOSCH
ID / Reg. Number -
Title Deed T4375/2001
Registration Date 2001/01/23
Purchase Price (R) EXCHANGE *
Purchase Date -
Share 0.00
Microfilm 2001 0105 2173
Multiple Properties YES
Multiple Owners NO

ENDORSEMENTS

No documents to display

HISTORIC DOCUMENTS (1)

#	Document	Owner	Amount (R)	Microfilm
1	T20474/1985	NED GER KERK-WELGELEGEN	210,000	2001 0105 2166

DISCLAIMER

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APPENDIX 5

WinDeed Database Deeds Office Property

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STELLENBOSCH, 12759, 0 (CAPE TOWN)

GENERAL INFORMATION

Date Requested 2019/03/29 07:38
Deeds Office CAPE TOWN
Information Source WINDEED DATABASE
Reference -

**PROPERTY INFORMATION**

Property Type ERF
Erf Number 12759
Portion Number 0
Township STELLENBOSCH
Local Authority STELLENBOSCH MUN
Registration Division NOT AVAILABLE
Province WESTERN CAPE
Diagram Deed T4375/2001
Extent 720.0000SQM
Previous Description PTN OF 5339-GP709/94
LPI Code C06700220001275900000

OWNER INFORMATION**Owner 1 of 1**

Type LOCAL AUTHORITY
Name MUN STELLENBOSCH
ID / Reg. Number -
Title Deed T4375/2001
Registration Date 2001/01/23
Purchase Price (R) EXCHANGE *
Purchase Date -
Share 0.00
Microfilm 2001 0105 2173
Multiple Properties YES
Multiple Owners NO

ENDORSEMENTS

No documents to display

HISTORIC DOCUMENTS (1)

#	Document	Owner	Amount (R)	Microfilm
1	T20474/1985	NED GER KERK-WELGELEGEN	210.000	2001 0105 2166

DISCLAIMER

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APPENDIX 6



VALUATION REPORT

DETERMINATION OF THE MARKET VALUE OF:

ERF 13246 STELLENBOSCH

WESTERN CAPE

Client:

STELLENBOSCH MUNICIPALITY

10 October 2019

Compiled by:

Johan Klopper

Professional Valuer

Member of the SA Institute of Valuers

BCom Law (University of Stellenbosch), NDip: Property Valuation (UNISA)



10 October 2019

Mr. Piet Smit
 Stellenbosch Municipality
 Property Management
 Plein Street
 Stellenbosch
 7600

VALUATION CERTIFICATE

I, the undersigned, Johan Klopper, Professional Valuer registered in terms of the Property Valuer's Profession Act, 2000 (Act No 47 of 2000) do hereby certify that I have inspected and valued the following immovable property namely:

ERF 13246 STELLENBOSCH, STELLENBOSCH REGISTRATION DIVISION, in the WESTERN CAPE

I consider the market value of the abovementioned property to be as follows:

R 5 100 000	Five Million One Hundred Thousand Rand (Excluding VAT)
--------------------	--

As at: **7 October 2019**

Signed at Stellenbosch this 10th day of October 2019.

A handwritten signature in black ink, appearing to read "J. Klopper", written over a horizontal line.

J. Klopper
 Professional Valuer
 Registration Number: 6372/0

PENDO PROPERTY SERVICES CC T/A PENDO PROPERTY VALUERS
 Reg. No. 2009/230603/23 • VAT Reg. No. 4530269028
 Member: J. Klopper

Verified Level 4 B-BBEE Contributor

VALUATION REPORT

1. Instructions & Purpose of Valuation

Instructions were received from the Stellenbosch Municipality to determine the fair market value of Erf 13246 Stellenbosch, located in the jurisdiction of the Stellenbosch Municipality, Western Cape (hereinafter referred to as the subject property), as at the effective date mentioned in paragraph 3. The purpose of the valuation is to inform the Stellenbosch Municipality of the market value in light of negotiations with the Dutch Reform Church regarding a possible buy-back of the subject property.

2. Date of Inspection

7 October 2019

3. Effective Date of Valuation

7 October 2019

4. Definition of Market Value

The market value can be defined as the estimated amount for which a property should exchange on the date of valuation between a willing buyer and a willing seller in an arms' length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion.

(International Definition – International Valuation Standards Council)

5. Valuation Methodology

The most appropriate valuation method to determine the market value of the subject property would be the **Comparable Sales Method**: This approach is based on the principle of comparability and substitution. The assumption is that if similar assets in a similar market place have been sold at a particular value, then the comparable asset will also sell at a similar price.

Factors taken into consideration in determining the market value of the subject property include location, size of property, usage and rights of use, potential use, condition, cost, physical position and comparable properties.

6. Restrictive Conditions

Information regarding the subject property and comparable properties was received from local authorities and third parties. This information was received in good faith and it is assumed that the supplied information is correct, but the accuracy thereof is not guaranteed.

We did not undertake a structural survey of each building, nor did we arrange for tests or inspections to be carried out on any of the service installations. This valuation is based on the assumption that the buildings and assets are in a reasonable state of repair and condition, unless expressly stated otherwise in this report.

In this report, the market value and all other values referred to exclude VAT (unless clearly indicated). While taxation can have a considerable influence on the value of the property, we did not take into account the tax consequences that could arise due to past or intended future actions of the present owner.

We did not take into account any possible contamination of the subject property as a result of an environmental incident, nor did we examine the cost of any remedial measures involved.

The property is valued wholly owned, with no account being taken of monies due in respect of mortgage bonds, liens, loans or other charges.

Neither all nor any part of this report shall be conveyed to the public or anybody other than the addressee or their principles through advertising, public relations, news sales or any other media without the written consent of the author.

The valuer was specifically instructed to value the subject property as agricultural land, without account to be taken of possible encumbrances due to the initial exchange agreement or current lease agreements and improvements (i.e. vineyards) made by the lessee.

This valuation was performed for market value purposes in light of negotiations with the Dutch Reform Church regarding a possible buy-back of the subject property, and should not be used for any other purpose.

7. Title Deed Information

Description:	ERF 13246 STELLENBOSCH, STELLENBOSCH REGISTRATION DIVISION, WESTERN CAPE
Extent:	0.9000 Ha
Title Deed number:	Held by T4376/2001 (Refer to Annexure A)
Registered owner:	DUTCH REFORMED CHURCH – WELGELEGEN – STELLENBOSCH
Purchase date:	n/a
Registration date:	2001/01/23
Purchase price:	Exchange
Mortgage bonds:	None Noted
Endorsements / Conditions:	None noted that materially affect the market value of the subject property.
S.G. Diagram:	S.G. No's. 1732/1998 (Refer to Annexure B)
LPI Code:	C06700220001324600000

8. Local Government Information

Local Authority	Stellenbosch Municipality
Zoning / Usage	Agriculture
Municipal Valuation (GV2017)	R 2 300 000

9. Physical Characteristics

9.1 Location

The subject property is located along Wildebosch Road in the Paradyskloof residential node on the southern periphery of Stellenbosch. This is a sought-after residential node affording spectacular views towards the Stellenbosch Mountains. It is located directly adjacent to the Lieberheim access controlled estate. See Aerial Photograph below indicating the location of the subject property.



9.2 Services

Enquiries at the Stellenbosch Municipality Engineering Department confirmed that bulk municipal services appear to be available, but there are no connections to the subject property.

9.3 Site

The subject property represents a square shaped tract of land of 0.9 hectares, sloping down slightly in a northerly direction. It offers trellised vineyards under drip irrigation. Refer to aerial photograph below and **Annexure C** for photographs of the subject property.



10. Highest and Best Use

Highest and Best Use is defined under the International Valuation Standards (IVSC) as “The most probable use of an asset which is physically possible, appropriately justified, legally permissible, financially feasible and which results in the highest value of the asset being valued”.

The subject property represents a 0.9 hectare tract of agricultural land located in a residential node. The immediate vicinity is characterised by medium density residential erven in a number of residential estates, low density residential erven in the Paradyskloof neighbourhood, as well as a number of small holdings along Paradyskloof Road and Blaauwklippen Road.

The subject property would be in high demand as a small holding due to the aesthetic appeal of the surroundings and concomitant lifestyle appeal, while developers would also show interest in the tract of land for future development purposes.

Based on the current agricultural zoning the subject property will therefore be valued accordingly, bearing in mind the demand for this type of property in this node.


11. Market Information


11.1 Comparable Sales


We liaised with the Cape Town Deeds Office to determine the recent sales and transfers in the direct vicinity of the subject property. Comparisons were then made in terms of size and quality of improvements, as well as size, utilisation and potential of the land and date of sale, after which the necessary adjustments were made.

The following transactions of properties sold in relative close proximity to the subject property give an indication of land values of agricultural units in the area and serve as good comparisons in determining the current market value of the subject property:


NO	DESCRIPTION	SALES DATE	SALES PRICE (EX VAT)	TITLE DEED NO	SIZE (HA)	R/HA
1	Erf 16574 Stellenbosch	2019/03/27	R 1 000 000	T34872/2019	0.6989	R 1 430 820
2	Erf 15679 Stellenbosch	2018/02/05	R 5 990 000	T13715/2018	0.0901	R 66 481 687
3	Erf 17382 Stellenbosch	2018/01/26	R 7 871 805	T40181/2017	1.1584	R 6 795 412
4	Erf 15680 Stellenbosch	2017/11/27	R 5 460 000	T7333/2018	0.1099	R 49 681 529
5	Erf 15750 Stellenbosch	2017/02/23	R 12 000 000	T22036/2017	0.6675	R 17 977 528
6	Erf 8075 Stellenbosch	2017/02/06	R 2 440 000	T11530/2017	0.1080	R 22 592 593
7	Erf 16659 Stellenbosch	2017/01/25	R 15 000 000	T40181/2017	3.2290	R 4 645 401
8	Portion 245 of Farm 510 Stellenbosch RD	2016/07/19	R 2 200 000	T63970/2016	0.6179	R 3 560 447
9	Portion 698 of Farm 510 Stellenbosch RD	2016/03/31	R 3 500 000	T31680/2016	1.3576	R 2 578 079
10	Erf 1468 Franschoek	2016/02/18	R 4 000 000	T28502/2016	0.8153	R 4 906 170

SALE 1: Erf 16576 Stellenbosch, Stellenbosch RD	
Land size	0.6989 Ha
Purchase Date	2019/03/27
Purchase Price	R 1 000 000 (R 1 430 820 / Ha)
Comments	This vacant small holding with vineyards is located adjacent to the Welgevonden Estate. It compares well with the subject property in terms of size and utility but the location of the subject property is considered superior, which suggests an upward adjustment would be justified for the land rate to be applied to the subject property.
 <p>Google Earth Image © 2019 Maxar Technologies ©2018 AirGIS (Pty) Ltd.</p>	

SALE 2: Erf 15679 Stellenbosch, Stellenbosch RD	
Land size	00901 Ha
Purchase Date	2018/02/05
Purchase Price	R 5 990 000 (R 66 481 687 / Ha)
Comments	This vacant residential stand is located in the new La Pastorale extension in the immediate vicinity of the subject property. The site offers spectacular views over the adjoining mountain ranges. The high rate is indicative of the premium paid for secured prime residential site in this node.
 <p>Google Earth Image © 2019 Maxar Technologies</p>	


SALE 3: Erf 17382 Stellenbosch, Stellenbosch RD	
Land size	1.1584 Ha
Purchase Date	2018/01/26
Purchase Price	R 7 871 805 (R 6 795 412 / Ha)
Comments	This tract of development land is located in the Nuutgevonden node on the north-western periphery of Stellenbosch. At the date of sale development approvals were in place for 67 development opportunities, including 5 single residential erven and 62 sectional title flats. The development rights in place at the date of sale suggests that a downward adjustment would be justified to the land rate to be applied to the subject property.
	


SALE 4: Erf 15680 Stellenbosch, Stellenbosch RD	
Land size	0.1099 Ha
Purchase Date	2017/11/27
Purchase Price	R 5 460 000 (R 49 681 529 / Ha)
Comments	This vacant residential stand is located in the new La Pastorale extension in the immediate vicinity of the subject property. The site offers spectacular views over the adjoining mountain ranges. The high rate is indicative of the premium paid for secured prime residential site in this node.
	

SALE 5: Erf 15750 Stellenbosch, Stellenbosch RD	
Land size	0.6675 Ha
Purchase Date	2017/02/23
Purchase Price	R 12 000 000 (R 17 977 528 / Ha)
Comments	This vacant tract of residential land is located in the sought-after De Bosch Estate, adjacent to the Die Boord residential node. The sale is indicative of the premium paid for large tracts of residential land in the direct vicinity of Stellenbosch, but the location within a secured estate is considered superior to the subject property which suggests that a significant downward adjustment in the land rate applied to the subject property would be justified.
 <p>Google Earth Image © 2019 Maxar Technologies © 2019 AfriGIS (Pty) Ltd.</p>	

SALE 6: Erf 8075 Stellenbosch, Stellenbosch RD	
Land size	0.1080 Ha
Purchase Date	2017/02/06
Purchase Price	R 2 440 000 (R 22 592 593 / Ha)
Comments	This vacant residential stand is located in Paradyskloof, in close proximity to the subject property. The sale is considered indicative of vacant residential land rates in the immediate vicinity. A downward adjustment of the land rate would be justified for the subject property due to the significant size difference.
 <p>Google Earth Image © 2019 Maxar Technologies</p>	

SALE 7: Erf 16659 Stellenbosch	
Land size	3.2290 Ha
Purchase Date	2017/01/25
Purchase Price	R 15 000 000 (R 4 645 401 / Ha)
Comments	This tract of development land is located in the Nuutgevonden node on the north-western periphery of Stellenbosch. At the date of sale development approvals were in place for 71 single residential erven. The tract of land is bigger than the subject property, and the location is deemed inferior.
	

SALE 8: Portion 245 of the farm Blaauw Klip no. 510, Stellenbosch RD	
Land size	0.6179 Ha
Purchase Date	2016/07/19
Purchase Price	R 2 200 000 (R 3 560 447 / Ha)
Comments	This vacant small holding represents a long narrow tract of land located in the Jamestown node on the southern periphery of Stellenbosch, in relative close proximity to the subject property. The location and shape of the subject property is considered superior which suggests that, apart from an upward adjustment for the efflux of time, a higher land rate would be applicable to the subject property.
	

SALE 9: Portion 698 of the farm Blaauw Klip no. 510, Stellenbosch RD	
Land size	1.3576 Ha
Purchase Date	2016/03/31
Purchase Price	R 3 500 000 (R 2 578 079 / Ha)
Comments	This vacant small holding represents a long narrow tract of land located in the Jamestown node on the southern periphery of Stellenbosch, in relative close proximity to the subject property. The location and shape of the subject property is considered superior which suggests that, apart from an upward adjustment for the efflux of time, a higher land rate would be applicable to the subject property.
	

SALE 10: Erf 1468 Franschoek	
Land size	0.8153 Ha
Purchase Date	2016/02/18
Purchase Price	R 4 000 000 (R 4 906 170 / Ha)
Comments	This similar sized tract of agricultural land is located adjacent to Franschoek. The location is considered similar to the subject property which suggests that this sale serves as a good indication of the market value of the subject property. An upward adjustment for the efflux of time would however be justified.
	

11.2 Conclusion on comparable sales

Sales 1, 8 and 9 represent small holdings located in the Welgevonden and Jamestown nodes respectively. These sales are considered indicative of similar sized small holdings, but the location of the subject property is deemed superior which suggests an upward adjustment would be justified for the subject property. Sale 10 represents a similar sized tract of agricultural land located in a comparable node. This sale serves as a good indication of the rate to be applied to the subject property, with an upward adjustment justified for the efflux of time.

Sales 2, 4 and 5 represent smaller tracts of residential land located in prime residential estates. These properties are not considered directly comparable, but were included to illustrate the premium paid for prime residential land with concomitant lifestyle appeal. These sales ranged between R 5 460 000 and R 12 000 000 which is considered indicative of the opportunity value of a prime lifestyle opportunity in this node. It must however be borne in mind that these properties as located in secured villages. Sale 6, a vacant residential stand located in the immediate vicinity of the subject property, was included to illustrate the higher prices paid for small holdings (Sales 8 and 9) *vis a vis* vacant residential land in the same area.

Sales 3 and 7 represent development sites, with development rights in place at the date of sale. The location of these properties is considered inferior, but the sales were included for comparison with larger tracts of land in demand due to the lifestyle appeal.

12. Valuation of Subject Property

After analysis of the listed sales and the necessary adjustments were made, with specific note taken of the location and land size, the valuer determined the market value of the subject property as at 7 October 2019 to be the sum of **R 5 100 000**. This relates to a rate of R 5 666 666 per hectare which is considered in keeping with the market, bearing in mind the available market information.

13. Declaration

I, Johan Klopper a registered Professional Valuer, declare that I have inspected the above property and that I have conducted this valuation assignment to the best of my knowledge and skills. I have no present or contemplated interest in this property, and accordingly certify that this valuation was undertaken on a completely independent basis.

As a result of my inspection, research and evaluation it is my opinion that the fair market value of ERF 13246 STELLENBOSCH, STELLENBOSCH REGISTRATION DIVISION, WESTERN CAPE, on 7 October 2019, amounts to:

R 5 100 000 (FIVE MILLION ONE HUNDRED THOUSAND RAND)

Signed at STELLENBOSCH on this the 10th day of October 2019.



J. Klopper
Professional Valuer (Reg. No. 6372/0)
Member of the SA Institute of Valuers
BCom (Law); NDip (Property Valuation)

ANNEXURES:

- A. TITLE DEED INFORMATION
- B. S.G. DIAGRAM
- C. PHOTOGRAPHS OF THE SUBJECT PROPERTY

ANNEXURES:

A. TITLE DEED INFORMATION

Printed: 2019/10/07 13:56


Deeds Office Property

windeed
A LexisNexis[®] Product

STELLENBOSCH, 13246, 0 (CAPE TOWN)

GENERAL INFORMATION

Deeds Office	CAPE TOWN
Date Requested	2019/10/07 13:56
Information Source	DEEDS OFFICE
Reference	-



PROPERTY INFORMATION

Property Type	ERF
Erf Number	13246
Portion Number	0
Township	STELLENBOSCH
Local Authority	STELLENBOSCH MUN
Registration Division	STELLENBOSCH RD
Province	WESTERN CAPE
Diagram Deed	T4376/2001
Extent	9000.0000SQM
Previous Description	-
LPI Code	C06700220001324600000

OWNER INFORMATION

Owner 1 of 1

Company Type	CHURCH
Name	NED GER KERK-WELGELEGEN-STELLENBOSCH
Registration Number	
Title Deed	T4376/2001
Registration Date	2001/01/23
Purchase Price (R)	EXCHANGE
Purchase Date	-
Share	
Microfilm Reference	2001 0105 2202
Multiple Properties	NO
Multiple Owners	NO

ENDORSEMENTS (1)

#	Document	Institution	Amount (R)	Microfilm
1	SUBDIVISION FROM	REG DIV STELLENBOSCH RD ,NAME FARM 369 ,NO 369 ,PRTN 0	UNKNOWN	

HISTORIC DOCUMENTS

No documents to display

DISCLAIMER

This report contains information gathered from our suppliers and we do not make any representations about the accuracy of the data displayed nor do we accept responsibility for inaccurate data. WinDeed will not be liable for any damage caused by reliance on this report. This report is subject to the terms and conditions of the [WinDeed End User Licence Agreement \(EULA\)](#).

B. S.G. DIAGRAM

SYE Meter		RIGTINGS- HOEKE	KООORDINATE Stelsel Lo 19°		L.G. No.
		Konstante :	Y	X	1732/1998
			0,00	+ 3700000,00	Goedgekeur
AB	90,02	316 28 30	A +	13118,01	+ 59761,23
BC	100,00	46 30 20	B +	13056,02	+ 59826,50
CD	90,02	136 30 30	C +	13128,57	+ 59895,33
DA	99,95	226 30 20	D +	13190,52	+ 59830,02
	400	VERDUN	Δ +	17185,33	+ 56805,07
	404	PARADYS	Δ +	10120,28	+ 59264,21

KANTOORAFSKRIF

Landmeter-generaal
1998.04.22

BESKRYWING VAN BAKENS

A --- ~~Spoorstaafekkie~~ 15mm ~~ysterpen~~ ysterpen

Alle ander bakens is 12mm ysterpenne

SKAAL 1 : 2000

Die figuur ABCD
stel voor 9000 vierkante meter grond, synde

ERF 13246 STELLENBOSCH

gelee in die Stellenbosch Plaaslike Oorgangsraad
Administratiewe Distrik van
Opgemeet in November 1997

Provinsie Wes Kaap

D P Burger Pr Landmeter PLS0080

Hierdie kaart is geheg aan No. Gedateer t.g.v. T4376/2001	Die oorspronklike kaart is No. 593/1884 Geheg aan Stel F 5-35 (Plaas 369)	Leer No. Stel.369 M.S. No. E731/1998 Komp. BH-8DC/X51(1509)
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Registrateur van Aktes

VRYGESTEL VAN DIE BEPALINGS VAN WET 74 VAN 1970

VRYGESTEL VAN DIE BEPALINGS VAN HOOFSTUK III VAN ORD. 19/1965

S

13246

MUNISIPALITEIT STELLENBOSCH

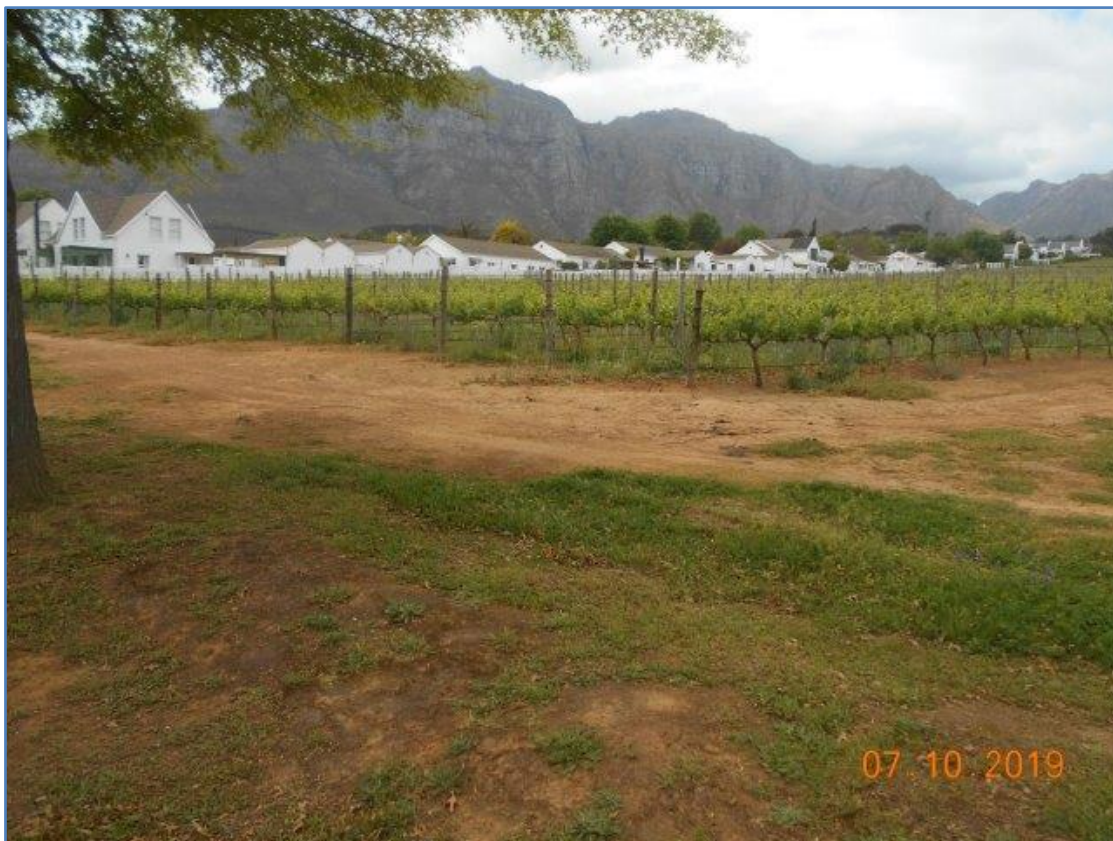
Hierdie onderverdeling is vrygestel van die
bepalings van Hoofstuk III kragtens artikel
23(1) van Ordonnansie 15 van 1985.

1997/11/25
.....
Datum


.....
n Stadsklerk

Rede: Vervreemding van Raadsgrond

C. PHOTOGRAPHS OF THE SUBJECT PROPERTY



End of report

APPENDIX 7

Valuation Report

**Erf 13246 STELLENBOSCH
STELLENBOSCH REGISTRATION DIVISION
PROVINCE OF THE WESTERN CAPE**

REFERENCE NO: AGR1072

PURCHASE ORDER: 35715

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1. CONTACT DETAILS

Name	Mr. Piet Smit
Title	Property Management
Organisation	Stellenbosch Municipality
Address	PO Box 17 Stellenbosch 7600
Phone	+27 (21) 808 8189
Fax	+27 (21) 808 8688
Mobile	Unknown
Email	piet.smit@stellenbosch.gov.za
Website	https://www.stellenbosch.gov.za

2. SUMMARY OF KEY FACTS

Subject Property	Erf 13246 Stellenbosch, Stellenbosch Registration Division, Province of Western Cape.
Physical Address	Wildebosch Road, Paradyskloof.
Registered Owner	Nederduitse Gereformeerde Kerk Welgelegen – Stellenbosch
Date Of Inspection	8 October 2019
Effective Date Of Valuation	01 November 2019
Method Of Valuation	Comparable Sales Approach
Zoning	Agricultural
Property Type	Agricultural land planted with wine grapes
Gross Leasable Area	N/A
Net Rentable Area	N/A
Quality Of Accommodation Offered	N/A
Net Operating Income (NOI)	N/A
Capitalisation Rate	N/A
Market Value	R4 500 000.00

3. INTRODUCTION

3.1. INSTRUCTION

Stellenbosch Municipality as represented by Mr. Piet Smit, instructed DDP Valuation and Advisory Services (Pty) Ltd to determine the fair market value for the subject property as described in this report. Discussions held with Stellenbosch Municipality confirmed that the property should be valued in terms of its current zoning.

3.2. PURPOSE OF VALUATION

The purpose of this valuation report is to determine a current market value for the subject as at the date of valuation. The subject property is zoned Agricultural zoning and will be valued accordingly.

3.3. METHODS OF VALUATION

The method of valuation employed to determine the market value of the subject property is the Comparable Sales Approach.

The value indicated is established by comparing the subject property with similar properties, called comparable sales. Comparable sales are recent property transactions of properties that were sold in accordance with the definition of market value. Comparable sales are analysed and measured against the subject property in various elements of comparison that might influence and ultimately determine the value of the subject property.

3.4. DEFINITION OF OPEN MARKET VALUE

The estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm's length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion.

3.5. DATE OF INSPECTION

01 November 2019

3.6. EFFECTIVE DATE OF VALUATION

01 November 2019

3.7. INFORMATION SOURCES

Deeds Office – Cape Town
Chief Surveyor General – Western Cape
Lightstone;
Municipality of Stellenbosch;
Property professionals and Estate Agents
Own records.

4. TITLE DEED INFORMATION

4.1. DEED DESCRIPTION OF the SUBJECT Property

Erf 13246 Stellenbosch, Stellenbosch Registration Division,
Province of the Western Cape.

4.2. LPI CODE

C067002200013254600000

4.3. REGISTERED OWNER

Nederduitse Gereformeerde Kerk - Welgelegen - Stellenbosch.

4.4. EXTENT OF the SUBJECT property

9 000 m² (0.9 hectares)

4.5. HISTORICAL PURCHASE PRICE

Not Applicable (Exchange)

4.6. DATE OF PURCHASE

Not Applicable

4.7. TITLE DEED NUMBER

T4376/2001

4.8. DATE OF TRANSFER

23 January 2001.

4.9. ENDORSEMENTS

Not applicable

4.10. SERVITUDES

None indicated on SG Diagram SG No.: 1732/1998.

4.11. OTHER CONDITIONS

The property is subject to:

That all roads and thoroughfares described in the diagram shall remain free and uninterrupted unless the same be closed or altered by competent authority;

That the land thus granted shall be further subject to all such Duties and Regulations as are either already or shall in future be established with regard to such Lands;

The property is entitled to:

A servitude road 4.0m wide over Portion 13 and Portion 14 of Farm no. 369.
Both these farm portions no longer exist as per the Cape Town Deeds Registry.

The property is subject to the stipulations of clause 13 of the exchange agreement between the herein mentioned Transferor and Transferee, dated 12 May 1995, which determines that if the Transferee no longer requires the herein mentioned property for the purposes of building a church, that it be transferred back to the Transferor at compensation to be determined by the parties.

Furthermore, it should be mentioned that an open channel with gabions for storm water run-off has been constructed alongside the eastern boundary of the subject property. Although it was difficult to establish whether this storm water channel or part thereof is located on the subject property or not, it would be assumed that a stormwater servitude be registered over the subject property.

5. ZONING INFORMATION

5.1. Name of local authority

Stellenbosch Municipality

5.2. Zoning

PERMISSIBLE	ACTUAL
Agricultural	Agricultural / Smallholding

5.3. Comments

The property was previously rezoned to Institutional Use some time ago, however this zoning has lapsed, as it was not implemented. The current zoning is therefore Agricultural.

Agricultural Zoning and Rural Zone (AR)

Primary Uses:

Agriculture, dwelling, forestry, natural environment, occasional use (one event/year), private road, polytunnel, second dwelling, employee housing (one unit).

Additional Use Rights;

Bed and breakfast establishment, employee housing (exceeding one unit), guest house, home day care centre, home occupation practice, polytunnel, rooftop base telecommunication station, tourist dwelling units and tourist facility (existing buildings).

Consent Uses:

Abattoir, additional dwelling units, airfield, airstrip, camping site, Day care centre, freestanding base telecommunication station, helicopter landing pad, intensive feed farming, kennel, plant nursery, renewable energy structure, service trade, tourist accommodation establishment, tourist facility, any additional use exceeding the threshold set out in the zoning chapter.



6. LOCAL AUTHORITY VALUATION

TOTAL VALUE	R2 300 000.00
DATE	01 JULY 2017
COMMENT	Rating category: Agriculture

As per the General Valuation Roll 2018/2019 the subject property enjoys an Agricultural zoning.

7. LOCATION AND SITUATION

7.1. LOCATION

The subject property is situated along the southern side of Wildebosch Road in the Paradyskloof residential area where it is situated on the urban fringe but still within the urban edge.

The subject property is easily accessible from the R44 (± 1 km) via either Paradyskloof Road or Blaauwklippen Road, into Wildebosch Road. Paradyskloof is located approximately 2km from Techno Park and approximately 4km from the Central Business District of Stellenbosch.

The immediate surroundings of the subject property comprise a variety of upmarket group housing and freehold residential properties with some commercial activity that has developed mostly alongside the R44 national road and which includes a retail component with a Spar as the anchor, hotel, health & fitness facility, petrol filling station and restaurants. A new state of the art Mediclinic hospital that has recently been completed is situated less than one kilometre down the road (R44) from Paradyskloof.

The shortage of land suitable for housing in and around Stellenbosch together with factors such as climate change and the resultant drought, difficult agricultural conditions, the stagnation of the national economy etc. have created incentives for farm and smallholding owners in and around Stellenbosch to convert their agricultural land into land suitable for housing, especially, high-income residential and retirement estates. (Refer to Figure 4 for some proposed estate developments in Stellenbosch).

An idea was tabled of an eastern bypass from Jamestown through Paradyskloof, Brandwacht / Dalsig area to intersect with Van Riebeeck Street opposite Marais Street. This road would have provided an “eastern bypass” to link to the Helshoogte Road. However, this route is no longer as building plans were approved years ago to construct buildings for Boland College across this route. It was then discovered that a route from the R44, from opposite the Techno Avenue intersection, through Blaauwklippen farm along Wildebosch Road, through Paradyskloof and Brandwacht and to the east of Dalsig, across Wellgevallen and Coetzenburg to tie in opposite Marais Street is a proclaimed Provincial main road. It thus appears that this proclaimed main road was supposed to be the “eastern bypass” mentioned above (Sources iCE Group Stellenbosch, dated 23 April 2017)

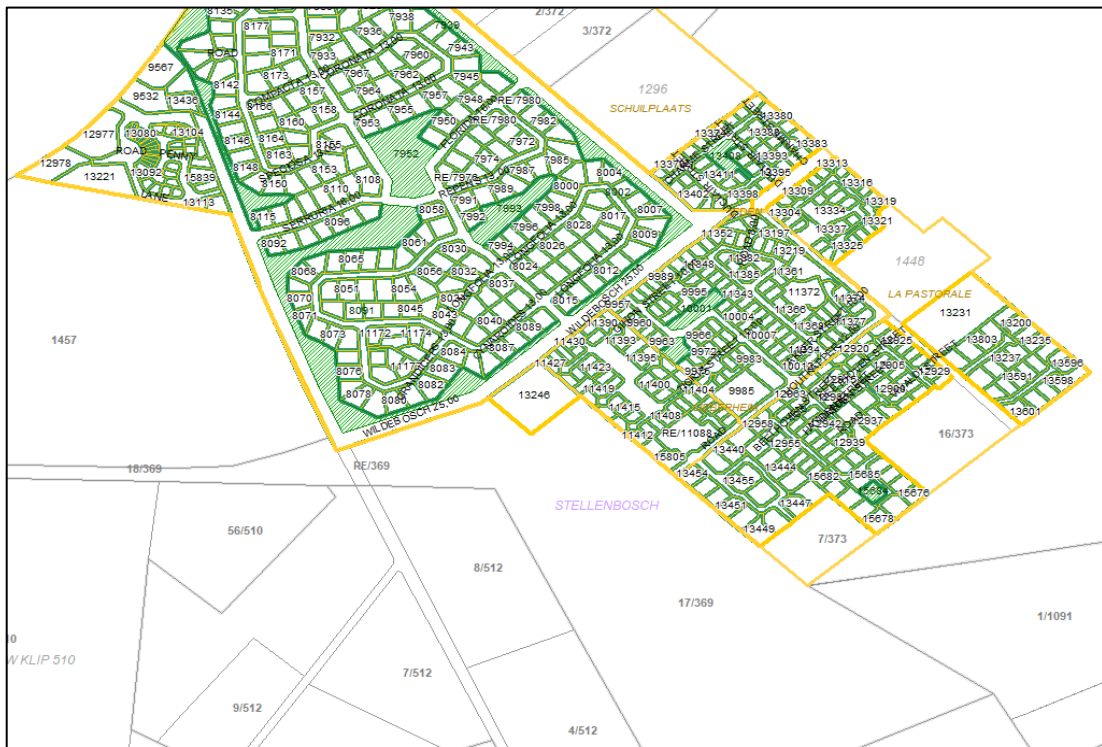


Figure 1: Location of the subject property in relation to other Residential Properties.
Sourced from Planet GIS 2017



Figure 2 Aerial view of the subject property
Sourced from Google Earth 2019

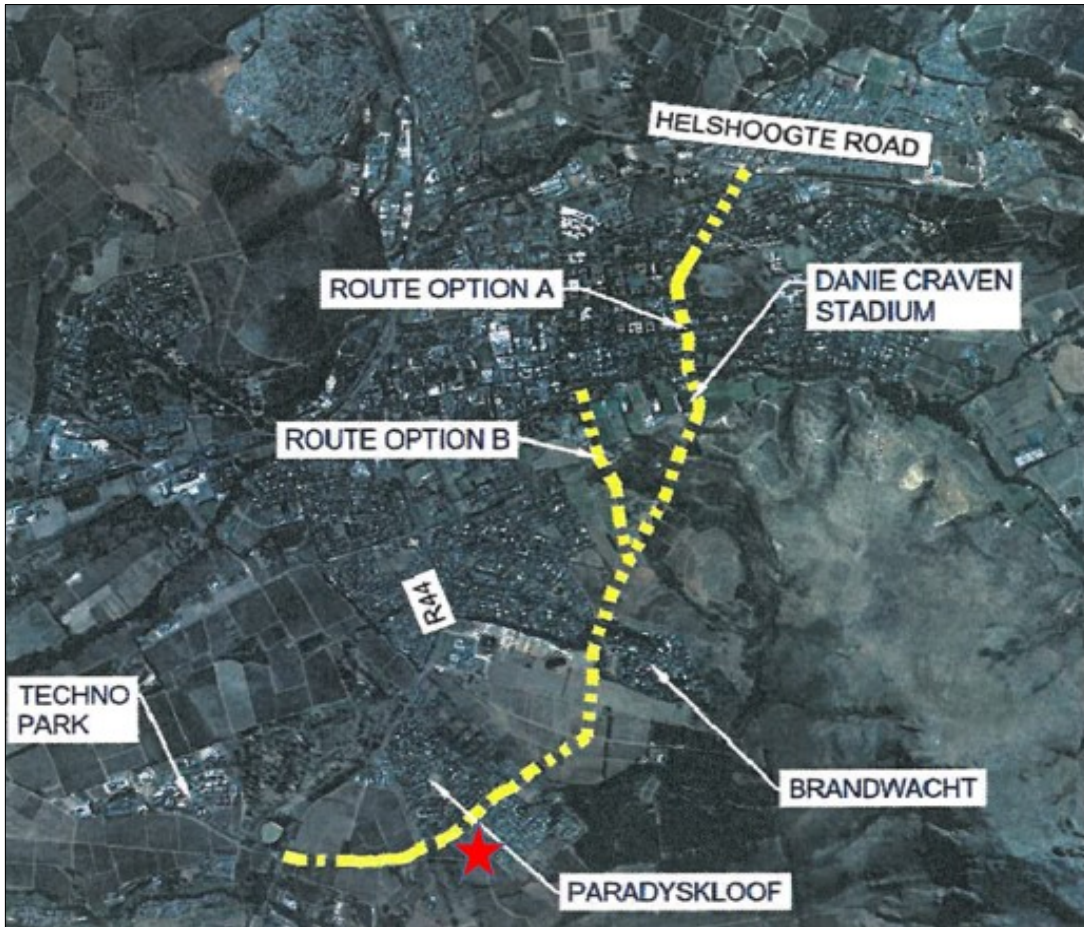


Figure 3: Eastern Link Road, image given on 13 September 2018 of the draft roads.

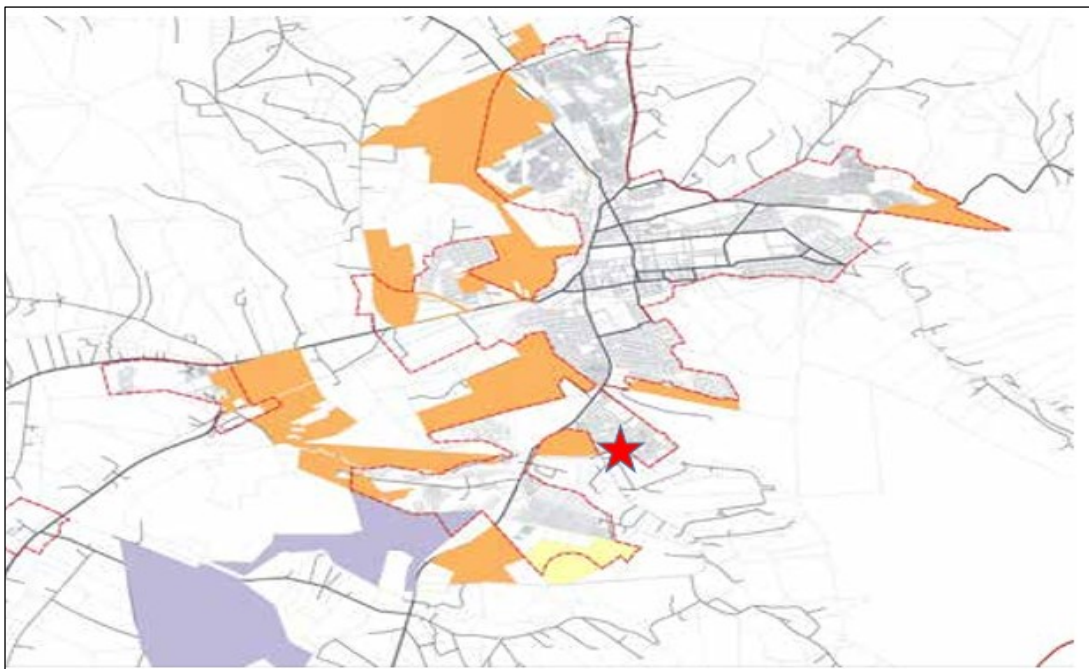


Figure 4: Proposed estate developments in Stellenbosch

7.2. NATURE OF SURROUNDING NEIGHBOURHOOD

The surrounding neighbourhood predominantly offers a variety of residential accommodation, consisting a combination of upmarket freehold dwellings, group housing units and retirement units in security estates. A small commercial node has developed mostly alongside the R44 national road and includes a retail component with a Spar as the anchor, hotel, health & fitness facility, petrol filling station and restaurants. The subject property also borders a portion (26.67ha) of farmland on the western and southern boundaries that is owned by Blaauwklippen Agricultural Estates Pty Ltd and planted with vineyards (0.76ha Petit Verdot 2007)

7.3. REGION/CLIMATE/RAINFALL

Stellenbosch normally receives about 570mm of rain per year and because it receives most of its rainfall during winter it has a Mediterranean climate. Stellenbosch receives the lowest rainfall (10mm) in February and the highest (96mm) in June. The monthly distribution of average daily maximum temperatures for Stellenbosch range from 16.2°C in July to 26.1°C in February. The region is the coldest during July when the mercury drops to 7.2°C on average during the night.

7.4. TOPOGRAPHY

The subject property that offers a more or less square shape has a north western orientation and enjoys a very moderate slope from south east to north west.

7.5. SOILS

Yellowish and brownish clayey soils derived from Malmesbury Group shales. The soils contain prisma-cutanic diagnostic horizons and Glenrosa and Mispah form are predominant. Land types are mainly Db, FB and Da.



7.6. Natural grazing

No Natural vegetation is present on the subject property.

8. HIGHEST AND BEST USE

8.1. DEFINITION

A term meaning the reasonable, probable and permissible use that will support the highest present value, as of the effective date of valuation.

Although currently being utilised for the cultivation of wine grapes, the highest and best use of the subject property, in our opinion, is considered not ideal for the cultivation of wine grapes as it is simply too small to be economically viable should it be farmed as a stand-alone small farming unit. Taking into consideration its location together with the relatively small size, it could rather be considered more suitable to be utilised or developed as a lifestyle opportunity.

Alternatively, should rezoning to a Multi-Unit Residential Zone be allowed, the highest and best use would most definitely be for future development purposes.

Numerous unsuccessful attempts have been made to set up an appointment with the Town Planning Department of Stellenbosch Municipality (Mr Robert Fooy and Ms Bernabe De La Bat) in order to discuss the probability of having the subject property rezoned for a potential high-density housing housing development. Should such a rezoning be allowed, it could mean that a potential investor or developer would be willing to pay a substantial premium for the development potential of the land, depending on the maximum density (units per hectare) allowed by the Local Authority.

However, without any confirmation of such rezoning probability, we have elected not to take any such potential into account and to value the property in terms of its existing Agricultural zoning.

9. DESCRIPTION OF IMPROVEMENTS

9.1. SITE LAYOUT

The property is more or less rectangular in shape, planted with 0.76ha of grape wines (Petit Verdot - 2007) and offers no structural improvements.



9.2. FENCING AND CAMPS:

The subject property offers no fencing or camps.



9.3. WATER SOURCES:

Although the vineyards are currently being irrigated, we were unable to establish whether the subject property has a registered water use right for agricultural irrigation purposes. We were also unable to establish whether there are any equipped boreholes on the subject property.

9.4. ROAD NETWORK

Vehicular access onto the subject property is from the north-eastern corner, which is also the highest point of the property. From there a gravel road runs towards Wildebosch Road. Along the boundary wall of Lieberheim residential buildings.

9.5. OTHER

The property offers no Eskom electricity supply point. Cell-phone reception is available.

10. LAND USE

10.1. Layout of the subject property

The subject property is planted with 0.76ha of grape wines (Petit Verdot - 2007) that is managed by Blaauwklippen. The average production figures for the last three years calculate to 4.05 ton per hectare. Mr J G van Heerden, Financial Manager of Blaauwklippen confirmed that the agreement between the Dutch Reformed Church and Blaauwklippen has already expired with no renewal option in place. At present the agreement between the two parties is being re-negotiated on an annual basis and the annual rental figure of R21 550.00 (excl. VAT) is being paid upfront in June/July each year.

In view of the fact that there is no written agreement in place between the two parties involved, we have assumed for the purpose of this valuation report that no form of compensation whatsoever would be payable should Blaauwklippen no longer be allowed to benefit from the vineyards on the property.

11. MARKET COMMENTARY

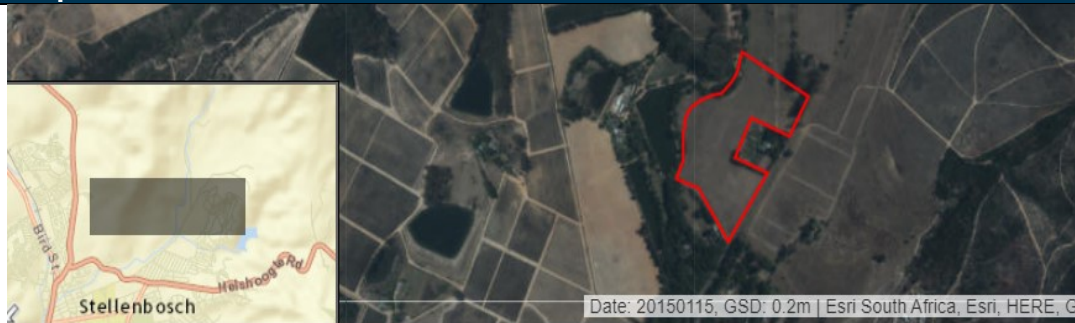
In determining the market value for the subject property, a number of wide ranging factors had to be considered. This includes factors that range from market conditions, legislation, political stability and various factors that might influence the market value of the subject property. Other factors such as location, site extent, proximity and accessibility to amenities, zoning as well as general value-bearing characteristics of the subject property were also considered.

A have selected a total of eight comparable sales transactions that have occurred in and around Stellenbosch during the period December 2017 to July 2019. These transactions are regarded as suitable comparables and have therefore been used as a basis to determine a realistic market value for the subject property. These eight comparables comprise a combination of larger agricultural zoned properties used for agricultural purposes, smaller agricultural zoned properties that are used for residential purposes as well as much smaller residential zoned properties that are used purely for residential purposes.

SALES COMPARABLES:

The most accurate method to determine the market value is through evidence produced by actual market transactions. The following sales transactions have been used as comparable transactions in this valuation report:

Comparable Sale One



Deed Description	Portion 3 of farm Idas Valley Proper no.164, Stellenbosch RD
Type of property	Vacant land (7.9829ha)
Additional Comments	
<p>Selling price: R15 000 000.00 (R1 879 016/ha) Selling date: 08 July 2019</p> <p>This comparable comprises an irregular-shaped portion of vacant land, measuring 7.9829ha in extent. Property offered dry lands and small portion of wine grapes at the date of sale. The comparable is located in Rustenburg lifestyle area, approximately 6.7km north of the subject property. This comparable is zoned Agricultural (AG) and in our opinion enjoys an inferior location compared to the subject property. This comparable was purchased by the owner (Eurafruit Investments Pty Ltd) of the adjoining property.</p>	

Comparable Sale Two



Deed Description	Portion 104 of the farm 1089, Stellenbosch RD
Type of property	Vacant land (0.5867ha)
Additional Comments	
<p>Selling price: R2 200 000 (R3 749 787/ha) Selling date: 18 March 2019</p> <p>This comparable comprises an irregular-shaped portion of vacant land, measuring 0.5867 in extent. Property was overgrown with natural vegetation at the date of sale. This comparable is zoned agriculture, however forms part of a small, upmarket, low-density security estate that is located approximately 3.0km north of Sir Lowry's Pass, on the southern slopes of the Hottentots-Holland mountain range. The comparable is located approximately 16.00km south east of the subject property as the crow flies, near Knorhoek Road, Sir Lowry's Pass.</p>	

Comparable Sale Three


Deed Description	Portion 11 of the farm Edgbaston no.104, Stellenbosch RD
Type of property	Vacant land (0.2963ha)
Additional Comments	
<p>Selling price: R3 100 000 (R10 462 369/ha) Selling date: 18 January 2019</p> <p>This comparable comprises a rectangular-shaped portion of vacant land, measuring 0.2963ha in extent. This comparable is zoned agriculture, however forms part of a small, upmarket, low-density security estate that is located alongside the R44, opposite Morgenhof Wine Estate and ± 3.5km outside Stellenbosch. The comparable is located approximately 8.0km north of the subject property as the crow flies.</p>	

Comparable Sale Four



Deed Description	Erf 5343, 84 A Lovell Avenue, Die Boord, Stellenbosch
-------------------------	---

Type of property	Vacant land (1 281 m ²)
-------------------------	-------------------------------------

Additional Comments

Selling price: R3 534 000 (R2 759/m²)
Selling date: 27 January 2018

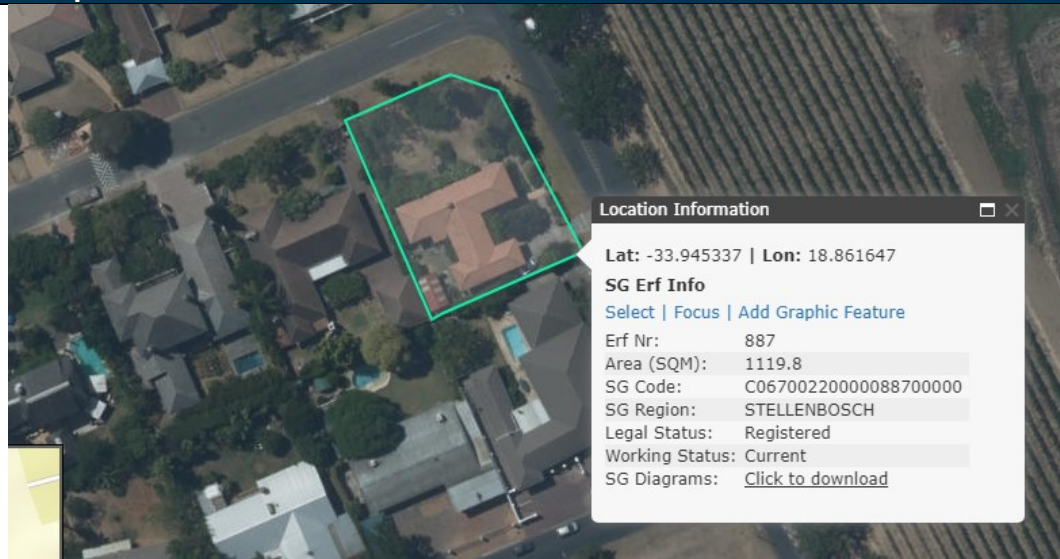
This comparable comprises an irregular-shaped portion of vacant land, measuring 1281 m² in extent. Property comprised vacant land on date of transaction, suitable for residential purposes. The comparable is located in Die Boord, approximately 1.6km north west of the subject property. This comparable is zoned Multi-Unit Residential Zone and enjoys a similar location compared to the subject property. This site has since been developed with five duplex residential units, resulting in a selling rate of R706 800 per opportunity.

Comparable Sale Five

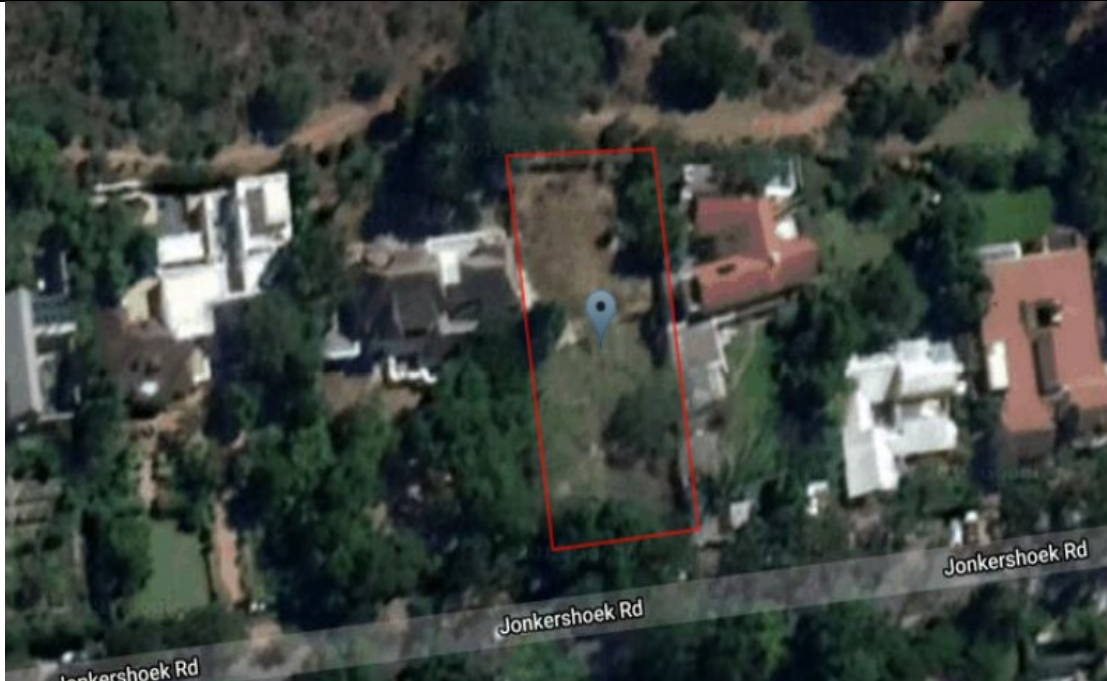


Deed Description	Erf 15841, 7 Park Road, Krigeville, Stellenbosch RD
Type of property	Vacant land (975m ²)
Additional Comments	
<p>Selling price: R3 800 000 (R3 897/m²) Selling date: 27 July 2018</p> <p>This comparable comprises a panhandle shaped portion of vacant land, measuring 975m² in extent. The comparable is located approximately 2.2km north east of the subject property and lies within the urban edge of Stellenbosch. This comparable is zoned Conventional Residential Zone and enjoys a superior location compared to the subject property.</p>	

Comparable Sale Six



Deed Description	Erf 887 Stellenbosch (7 Park Road, Krigeville)
Type of property	Vacant land (1 119m ²)
Additional Comments	
<p>Selling price: R4 800 000 (R4 290/m²) Selling date: 19 March 2019</p> <p>This comparable comprises a rectangular-shaped corner stand, measuring 1 119m² in extent. The comparable is located approximately 2.2km north east of the subject property and lies within the urban edge of Stellenbosch. This comparable is zoned Conventional Residential Zone and enjoys a superior location compared to the subject property. The old dwelling has recently been demolished.</p>	

Comparable Sale Seven


Deed Description	Erf 1545 Stellenbosch (31 Jonkershoek Road)
-------------------------	---

Type of property	Vacant land (1 357 m ²)
-------------------------	-------------------------------------

Additional Comments

Selling price: R12 500 000 (R9 212/m²)
 Selling date: 18 December 2017

This comparable comprises rectangular-shaped portion of vacant land, measuring 1357 m² in extent. The comparable is located approximately 4.2km north-east as the crow flies from the subject property. The stand is zoned conventional residential zone and enjoys a far superior location compared to the subject property.

Comparable Sale Eight



Deed Description	Erven 1497 & 1505 Stellenbosch (20 Thibault Street).
Type of property	Vacant land (4 124 m ²)

Additional Comments

Selling price: R23 510 000 (R5 700/m²)
 Selling date: 15 October 2018

This comparable comprises a square-shaped portion of vacant land, measuring a total of 4 124 m² in extent. The sale was improved with residential home at the date of sale but was demolished shortly afterwards. The comparable is located approximately 6km north east of the subject property in Mostertsdrift. The comparable enjoys a superior location compared to the subject property. Selling price equates to a rate of R5 700 78/ m².

Subject Property Comp 3 Comp 1 Comp 2



Figure 12: Locality of the agricultural zoned comparable sales in relation to the subject property.

Subject Property Comp 4 Comp 5 Comp 6 Comp 7 Comp 8

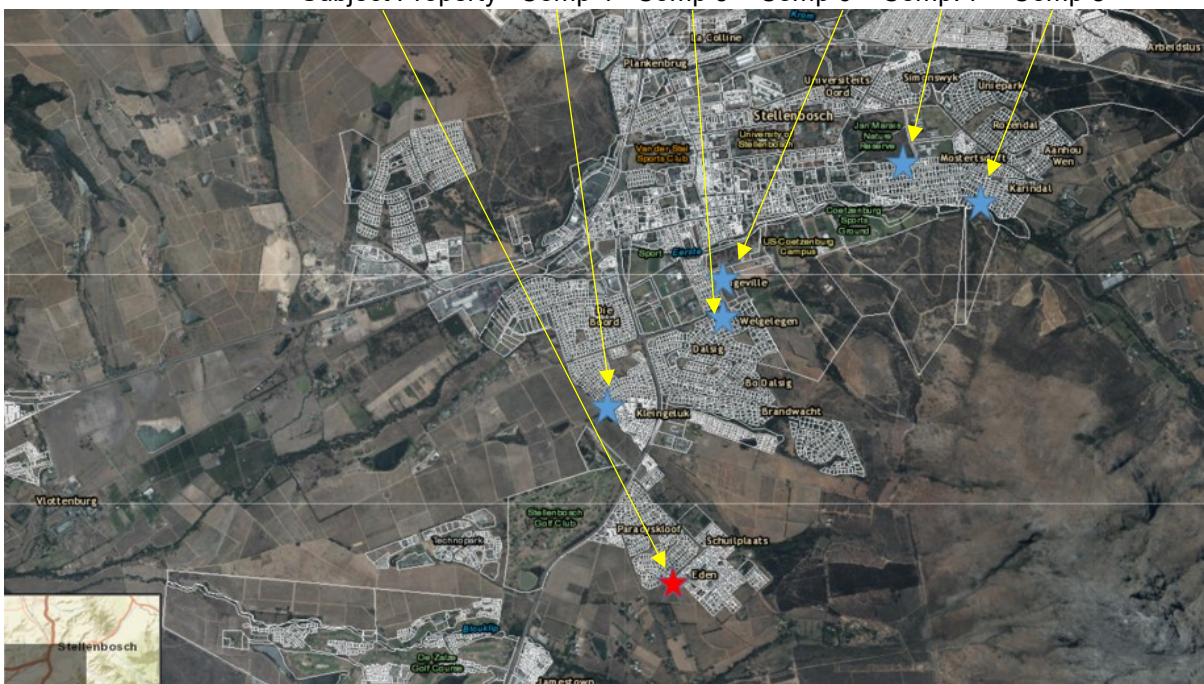


Figure 13: Locality of the residential zoned comparable sales in relation to the subject property.

12. VALUATION CALCULATION

12.1. VALUATION OF THE LAND COMPONENT:

By analysing all the comparable transactions, we have concluded that Comparable sale 1 is not necessarily considered as the best comparable due to the larger extent of the property and the agricultural nature of the immediate surroundings. Comparables sales 2 and 3 are smaller in extent compared to the subject property, however considered more comparable to the subject property in terms of the highest and best use of the subject property i.e. a lifestyle opportunity. Comparable sales 4 to 8 comprise of upmarket residential zoned stands that are fully serviced and that fall within the urban edge of Stellenbosch. These comparable sales are far smaller compared to the subject property and range between 975m² and 4 124 m² in extent.

Furthermore, portion 9 of the farm Edgbaston no.104 (1.16ha) was listed earlier this year for R3 250 000 (R2 801 724/ha) as vacant agricultural land. This property forms part of the same small estate where Comparable 3 is situated. However, this property has since been rezoned to offer 45 development opportunities. This listing is currently at R10 950 000, which equates to a rate of R243 333 / opportunity.

In addition to the above comparable transactions, we have also analysed the following agricultural / lifestyle holdings that are currently listed and available on the open market:

1. 4.77ha of vacant land situated within the Slaley Security Estate, approximately 5km outside Stellenbosch on the R44. Property offers vineyards and an olive grove and enjoys good security. Property is being advertised for R10 000 000.00 (R2 096/ha);
2. 1.13ha of vacant land situated on the outskirts of Kylemore, approximately 6km outside Stellenbosch. Level, grassed area equipped with a borehole. Property is being advertised for R10 000 000.00 (R8 850 000/ha);
3. 10.00ha planted with young vineyards and improved with a 3-bedroomed managers dwelling. Situated in the sought-after Golden Triangle and approximately 4km outside Stellenbosch. Property is being advertised for R17 000 000.00 (R1 700 000/ha);
4. 2.00ha farm situated within the urban edge of the town of Johannesdal, approximately 10km from Stellenbosch. Opportunity to rezone and subdivide or to be used as lifestyle holding. Property is being advertised for R8 000 000.00 (R4 000 000/ha);
5. 1.85ha smallholding located just off the R44 along the Stellenrust Road and approximately 6km outside Stellenbosch. Improved with two rather neglected managers' houses totalling approximately 200m² with beautiful valley views. Property comprises level, arable land and considered perfect to be developed as a lifestyle holding. Property offers borehole water and municipal water, sewerage and electricity. Property is being advertised for R7 500 000.00 (R4 047 000/ha). Property falls outside the urban edge of Stellenbosch;
6. 1.22ha smallholding located just off the R44 along the Stellenrust Road and approximately 6km outside Stellenbosch. Comprises level, arable land and considered perfect for a lifestyle holding. Improved with 6 x plastic rainwater tanks but with no structural improvements. Property is being advertised for R5

500 000.00 (R4 510 000/ha). Property falls outside the urban edge of Stellenbosch.

The above listed properties also serve as a good indication of what the market is not willing to pay for similar, smaller type agricultural properties with lifestyle potential. We can safely assume that these properties should most likely sell for less than what they are being advertised for and with that in mind, together with all the other value-bearing characteristics offered by the subject property, we are of the opinion that a market value of say R4.5 million is considered realistic and achievable in the present market.

In view of the information presented in this report, a valuation of **R4 500 000.00 (Four Million Five Hundred Thousand Rand Only)** is considered to be a realistic reflection of the subject property's market value as at the date of valuation.

13. CONDITIONS AND RECOMMENDATIONS

No allowance has been made for Value Added Tax (VAT) or transfer fees nor for duties which may be payable in the event of the sale of the subject property.

For the purpose of this valuation and in terms of the current Agricultural zoning of the subject property, we have elected not to take any re-development potential into account. Should any information become available, whereby the subject property is entitled to be rezoned for any type of high-density residential development in future, we reserve our right to revise our valuation accordingly.

In view of the fact that there is no longer an agreement in place between the two parties (Blaauwklippen Agricultural estates Pty Ltd and the Dutch Reformed Church), we have assumed for the purpose of this valuation report that no form of compensation whatsoever would be payable should Blaauwklippen no longer be allowed to benefit from the vineyards on the subject property.

DECLARATION

Having inspected the above-mentioned property and after taking due consideration of all the relevant factors, I **Carla Beyers** in my capacity as a **Candidate Valuer**, and as assisted by **Jaco Voges** in his capacity as a **Professional Valuer** consider the above valuation to be a true reflection and a fair assessment of the subject property's market value, as at the date of valuation.



Carla Beyers
Candidate Valuer
SACPVP Reg. No: 7897



Jaco Voges
Professional Valuer (South Africa)
SACPVP Reg. No 3838/6

DATE: 01 November 2019

APPENDIX A: BRIEF/ INSTRUCTION

13 September 2019

Our Reference: Cindy Oosthuizen / Jaco Voges

Supply Chain Management Office
Stellenbosch Municipality

Email: Scm.Intern4@stellenbosch.gov.za

FEE PROPOSAL FOR THE REQUEST OF QUOTATIONS: APPOINTMENT OF VALUERS FOR 3 PROPERTIES: ERF 13246 STELLENBOSCH

DDP Valuers (Pty) Ltd would like to thank you for allowing us the opportunity to submit a quotation.

Our valuation report will be completed in accordance with both international and local standards, namely, the International Valuation Standards Council (IVSC), International Accounting Standards (IAS) and the rules and guidelines laid down by the South African Council for the Property Valuers Profession in accordance with the Valuers Act 2000.

TIME FRAME:

Given the nature of the valuation project and in line with your request, we will require a minimum of seven (7) working days, from date of appointment to complete the valuation report.

APPENDIX B: TITLE DEED

117

ACCEIVED	R.....
DUTY	R.....
DATE	95.00
FILE	R.....

Opgestel deur my

 TRANSPORTBESORGER
 A L DE WAAI



Transportakte

T 004376 *2001

CLUVER MARKOTTER ING.
 PROKUREURS
 STELLENBOSCH

HIERBY WORD BEKEND GEMAAK

DAT MELIZE VAN DER MERWE
 Aktebesorger, voor my, Registrateur van Aktes in Kaapstad, verskyn het, behoorlik
 daartoe gemagtig deur 'n volmag geteken te STELLENBOSCH op die 7de dag
 van April 2000 en aan hom verleen deur

MUNISIPALITEIT STELLENBOSCH

2

A

EN die Komparant het verklaar dat sy voorsegde prinsipaal werklik en wetlik op 12 Mei 1995 geruil het van

**NEDERDUITSE GEREFORMEERDE GEMEENTE WELGELEGEN TE
STELLENBOSCH**

die volgende eiendomme, naamlik:

1. **ERF 12759 (Gedeelte van Erf 5339) STELLENBOSCH in die Munisipaliteit en Afdeling Stellenbosch, Provinsie Wes-Kaap**

GROOT: 720 (SEWE HONDERD EN TWINTIG) vierkante meter

en

2. **ERF 12758 (Gedeelte van Erf 5339) STELLENBOSCH in die Munisipaliteit en Afdeling Stellenbosch, Provinsie Wes-Kaap**

GROOT: 767 (SEWE HONDERD SEWE EN SESTIG) vierkante meter

ALBEI EIENDOMME GEHOU kragtens Transportakie Nr T20474/1985

EN dat hy die Komparant in sy hoedanigheid voormeld in ruil, hiermee in volkome en vrye eiendom sedeer en transporteer aan en ten gunste van

**NEDERDUITSE GEREFORMEERDE GEMEENTE WELGELEGEN TE
STELLENBOSCH**

die se Administrateurs of Gemagtigdes

ERF 13246 STELLENBOSCH in die Munisipaliteit en Afdeling Stellenbosch,
Provinsie Wes-Kaap

GROOT: 9 000 (NEGE DUISEND) vierkante meter

SOOS AANGEDUI op Diagram L.G. Nr 1732/1998 en GEHOU kragtens Akte van Toekenning uitgereik kragtens die bepalings van Artikel XIII van Wet Nummer 14 van 1878 op 19 Junie 1884 (Stellenbosch Eiendomsbriewe Volume 5 No 35)

A. **ONDERHEWIG** aan die voorwaardes waarna verwys word in Akte van Toekenning uitgereik kragtens die bepalings van Artikel XIII van Wet Nummer 14 van 1878 op 19 Junie 1884 (Stellenbosch Eiendomsbriewe Volume 5 No 35).

B. **ONDERHEWIG** aan voorwaardes nommers 2 en 4 vervat in Akte van Toekenning uitgereik kragtens die bepalings van Artikel XIII van Wet Nummer 14 van 1878 (Stellenbosch Eiendomsbriewe Volume 5 No 35) wat soos volg lees:

"II That all roads and thoroughfares described in the diagram above referred to shall remain free and uninterrupted unless the same be closed or altered by competent authority.

IV That the Land thus granted shall be further subject to all such Duties and Regulations as are either already or shall in future be established with regard to such Lands."

C. **NIE ONDERHEWIG**, weens tydverloop, aan voorwaardes vervat in Akte van Toekenning gedateer 19 Junie 1884 (Stellenbosch Eiendomsbriewe Volume 5 No 35), wat as volg lees:-

"III That certain ten Leases, entered into between the Commissioners aforesaid of the one part and certain coloured Lessees viz. (Jan de Ronde); (Willem February); on the 5th June 1883 and (Petrus Klerck); (Thomas Bart and Abraham Willemse); (Joseph Stephanus September); (Hendrik Klerck); (Frederick J Adonis); (Jephta Willemse); (Jan Boomgaard); and (Cupido Vlaggendorp) of the other part, on the 22nd May 1883, shall be extended for a period of twenty (20) years from the 15th May 1883; and certain two leases entered into between the Commissioners aforesaid of the one part and certain

4

coloured Lessees, viz. Joseph Waald and Johannes Gordon, of the other part on the 22nd May 1883 shall be extended for a period of ten(10) years from the 15th May 1883 on the terms and conditions set forth in the twelve (12) agreements of Leases referred to." A

- D. **GEREGTIG** op die bepalings van 'n endossement gedateer 24 November 1992 op Akte van Toekenning uitgereik kragtens die bepalings van Artikel XIII van Wet Nommer 14 van 1878 (Stellenbosch Eiendomsbriewe Volume 5 No 35), welke endossement as volg lees:

"Restant

Kragtens Akte van Transport nr. T75383/1992 is die binnegemelde restant geregtig op 'n sertwituitpad 4 m wyd oor Gedeelte 13 van die Plaas nr. 369, gehou deur T75383/1992 soos voorgestel deur die lyn F G H J op diagram LG nr. 2895/92."

- E. **GEREGTIG** op die bepalings van 'n endossement gedateer 8 April 1993 op Akte van Toekenning uitgereik kragtens die bepalings van Artikel XIII van Wet Nommer 14 van 1878 (Stellenbosch Eiendomsbriewe Volume 5 No 35), welke endossement as volg lees:

"Restant

Kragtens Akte nr. T30895/1993 gedateer hede is die binnegemelde restant geregtig op 'n sertwituitpad 4 m wyd oor Gedeelte 14 van die Plaas nr. 369, groot 1,8650 Ha en gehou onder bogemelde transportakte, soos voorgestel deur die lyn F G H J K op diagram LG nr. 2896/92."

- F. **ONDERHEWIG** aan die bepalings van klousule 13 van die ruilooreenkoms tussen die hieringemelde Transportgewer en -nemer gedateer 12 Mei 1995 wat bepaal dat indien die Transportnemer nie meer die hieringemelde eiendom vir kerkdoeleindes benodig nie, dit aan die Transportgewer teruggetranspoteer sal word teen 'n vergoedingsbedrag soos deur die partye ooreengekom.

5



DERHALWE doen die Komparant q.q., afstand van al die regte en titel wat die bogenoemde

TRANSPORTGEWER

voorheen op genoemde eiendom gehad het en gevolglik ook erken dat die TRANSPORTGEWER geheel en al van die besit daarvan onthef is en nie meer daarop geregtig is nie, en dat, kragtens hierdie Akte bogenoemde

TRANSPORTNEMER

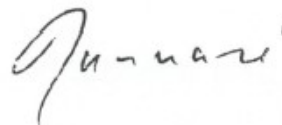
die se Administrateurs of Gemagtigdes

tans en voortaan daarop geregtig is, ooreenkomstig plaaslike gebruik, behoudens die regte van die Staat.

TEN BEWYSE waarvan ek, die genoemde Registrateur van Aktes, tesame met die Komparant, q.q. hierdie Akte onderteken en met die Ampseël bekragtig het.

ALDUS GEDOEN en geteken op die Kantoor van die Registrateur van Aktes in Kaapstad, Provinsie van die Kaap die Goeie Hoop.

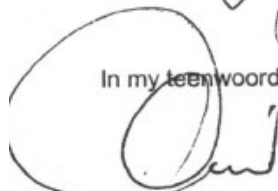
op die 22^{ste} dag van die maand
in die jaar Tweeëduisend en Een (2001).



q.q.



In my teenwoordigheid,



Registrateur van Aktes

Property detail:

Deeds registry	CAPE TOWN
Property type	ERF
Township	STELLENBOSCH
Erf number	13246
Portion	0
Province	WESTERN CAPE
Registration division/Administrative district	STELLENBOSCH RD
Local authority	STELLENBOSCH MUN
Previous description	-
Diagram deed number	T4376/2001
Extent	9000.0000 SQM
LPI Code	C06700220001324600000

Title Deeds detail:

Document	Registration date	Purchase date	Amount	Microfilm reference	Document copy?
T4376/2001	20010123	-	EXCHANGE	2001 0105 2202	Yes

Owners detail:

Document	Full name	Identity Number	Share	Person Enquiry?
T4376/2001	NED GER KERK-WELGELEGEN-STELLENBOSCH	-	-	Yes

Endorsements / Encumbrances:

Endorsement / Encumbrance	Holder	Amount	Microfilm reference	Document copy?
SUBDIVISION FROM	REG DIV STELLENBOSCH RD ,NAME FARM 369 ,NO 369 ,PRTN 0	-	-	Not available

APPENDIX C: ZONING AND LOCAL AUTHORITY VALUATION

201. Land use within this zone

(1) The following land uses are permitted in this zone:

Primary Uses	Additional Uses (not exceeding threshold in this chapter and subject to technical approval)	Consent Uses (Application required)
<ul style="list-style-type: none"> • Agricultural building ($\leq 2000\text{m}^2$) • Agriculture • Dwelling house • Forestry • Natural environment • Occasional use (one event/year) • Private road • Polytunnel ($\leq 2000\text{m}^2$) • Second dwelling • Employee housing (one unit) 	<ul style="list-style-type: none"> • Agricultural building ($> 2000\text{m}^2$) • Agricultural industry ($< 2000\text{m}^2$) • Bed and breakfast establishment • Employee housing (exceeding one unit) • Guest house • Home day care centre • Home occupation practice • Polytunnel ($\geq 2001\text{m}^2$ and $\leq 5000\text{m}^2$) • Rooftop base telecommunication station • Tourist dwelling units • Tourist facility (existing buildings) 	<ul style="list-style-type: none"> • Abattoir • Additional dwelling units (max 4) • Airfield • Airstrip • Agricultural industry ($\geq 2000\text{m}^2$) • Camping site • Day care centre • Freestanding base telecommunication station • Helicopter landing pad • Intensive feed farming • Kennel • Market • Occasional use ($> one event/year$) • Plant nursery • Polytunnel ($> 5000\text{m}^2$) • Renewable energy structure • Service trade • Tourist accommodation establishment • Tourist facility (new buildings or exceeding threshold) • Any additional use exceeding the threshold set out in this chapter

(2) One or more of the abovementioned primary uses are permitted on a land unit at the same time.



Municipal Valuation



Municipal Valuation: R 2 300 000
Rating Period: 2017/2018
Usage Category: AGRICULTURE

Year of Valuation: 2017
Estimated Monthly Rates: R 216
Usage: AGRICULTURE

APPENDIX D: LOCALITY MAP

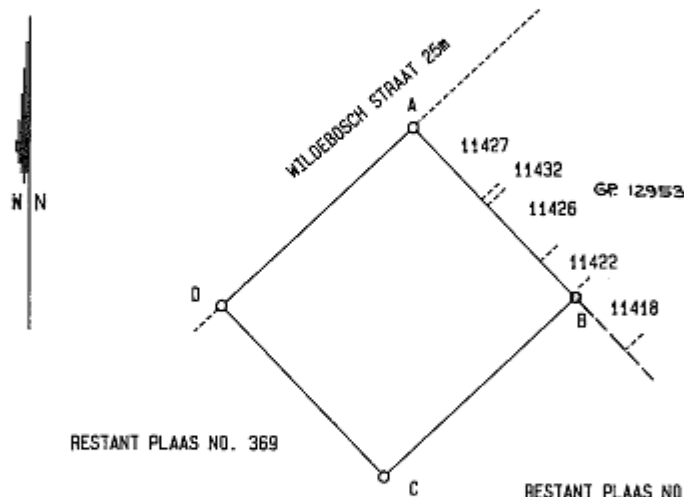


APPENDIX E: SURVEYOR GENERAL DIAGRAM

Friedlaender, Burger & Volkmann Landmeters						
SYE	Meter	RIGTINGS- HOEKE	KООORDINATE			L.G. No.
			Y	Stelsel	Lo 19°	
		Konstante :		0, 00	+ 3700000, 00	1732/1998
AB	90, 02	316 28 30	A +	13118, 01	+ 59761, 23	Goedgekeur
BC	100, 00	46 30 20	B +	13056, 02	+ 59826, 50	<i>Raf</i>
CD	90, 02	136 30 30	C +	13128, 57	+ 59895, 33	Landmeter-generaal
DA	99, 95	226 30 20	D +	13190, 52	+ 59830, 02	1998-04-22
	400	VERDUN	Δ +	17185, 33	+ 56805, 07	
	404	PARADYS	Δ +	10120, 28	+ 59264, 21	

BESKRYWING VAN BAKENS

A ---- Speerstaafseksie 15mm ysterpen
 Alle ander bakens is 12mm ysterpenne



SKAAL 1 : 2000

Die figuur ABCD
 stel voor 9000 vierkante meter grond, synde

ERF 13246 STELLENBOSCH

gelee in die Stellenbosch Plaaslike Oorgangsraad
 Administratiewe Distrik van
 Opgemeet in November 1997
 deur my

Provinsie Wes Kaap

D P Burger Pr Landmeter PL50080

Hierdie kaart is geheg aan No.	Die oorspronklike kaart is No. 593/1884	Leer No. Stel 369
Gedateer t.g.v. T4376/2001	Geheg aan Stel F 5-35 (Plaas 369)	M.S. No. E731/1998
Registrateur van Aktes		Komp. BH-8DC/X51(1509)

13246

VRYGESTEL VAN DIE BEPALINGS
 VAN WET 25 VAN 1970
 ARDIT... (e)

VRYGESTEL VAN DIE BEPALINGS
 VAN HOOFSTUK III
 VAN ORDO. 15-1565

MUNISIPALITEIT STELLENBOSCH

Hierdie onderverdeling is vrygestel van die
bepalings van Hoofstuk III kragtens artikel
23(1) van Ordonnansie 15 van 1985.

1997/11/25
.....
Datum


.....
n Stadsklerk

Rede: Vervreemding van Raadsgrond

APPENDIX F: VALUATION PRINTOUT
VALUATION CERTIFICATE

I, the undersigned, Jaco Voges, *Professional Valuer* registered in terms of the *Valuer's Profession Act, 2000* do hereby certify that I have valued the following immovable property namely:

Erf 13246, Stellenbosch RD, Western Cape

I consider the fair and reasonable compensation for the acquisition of the said portion to be as indicated below:

1. **MARKET VALUE:**

R4 500 000.00	R4 500 000.00	Four Million Five Hundred Thousand Rand Only (Excl. VAT)
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Carla Beyers
Candidate Valuer
 SACPVP Reg. No: 7897



Jaco Voges
Professional Valuer
 SACPVP Reg. No: 3838/6

APPENDIX G: WATER USE CERTIFICATE

No documents were available. The subject property is currently cultivated with wine grapes under drip irrigation.

APPENDIX H: PHOTOGRAPHS



Wine Grapes, October 2019.



Soil, October 2019.



Wine Grapes 2, October 2019.



Gravel Road, October 2019.



Wine Grapes 3, October 2019.



Wine Grapes 4, October 2019.

CAVEATS

1. FULL DISCLOSURE

This valuation has been prepared on the basis that full disclosure of all information and factors that could affect the valuation ('all relevant factors') have been made to us. We accept no liability or responsibility whatsoever for the valuation if it should transpire that a full disclosure of all relevant factors was not made.

2. THIRD PARTY INVOLVEMENT

Where reliance was placed on information supplied by third parties in undertaking the evaluation, we have assumed such information to be substantially correct. We accept no liability or responsibility whatsoever for the valuation if it should transpire that the information supplied was substantially incorrect.

3. VALUATION STANDARD

This valuation has been prepared in accordance with the International Valuation Standards Committee requirements as adopted by the South African Council for the Property Valuers Profession and the South African Institute of Valuers.

4. FREEHOLD PROPERTY

In the case of freehold properties we have inspected the relevant Title Deed documents when available. Whenever perusal of the Title Deed caused concern, we made specific reference to this in the Valuation Report. Where the Title Deeds were not available we have assumed that good title can be shown and that the property is not subject to any unusual or especially onerous restrictions, encumbrances or outgoings.

5. MORTGAGE BONDS, LOANS OR OTHER CHARGES

The property has been valued as if wholly owned with no allowance made for any outstanding monies due in respect of mortgage bonds, loans or other charges. No deductions have been made in our valuation for the cost of acquisition, such as legal or transfer fees, or the costs involved in the disposal of the assets.

6. CALCULATION OF AREAS

Where the client (or his/her representative) has provided all surface areas quoted within the Valuation Report, we assume such surface areas have been calculated in accordance with the SAPOA standard method of measurement. Where a valuer on site measures the surface areas, the SAPOA standard method of measurement shall be employed.

7. PLANS

All plans included in the Valuation Report are supplied for the purpose of identification and orientation only and are not necessarily to scale.

8. PROPERTY BOUNDARIES

The farm or property boundaries, as indicated to the Valuer by the instructing client or his appointed agent, or the boundaries as indicated by plans supplied by the client, are assumed to be the legal extent of the property. Any variation of these boundaries by extension or omission, and the resultant inclusion or omission of any improvements because of this or these variations, cannot therefore be regarded as the responsibility of the Valuer. We accept no liability or responsibility whatsoever for the valuation should it transpire that any boundaries were incorrectly pointed out.

9. OUTGOINGS

It is assumed, except where otherwise stated, that the property is subject to the normal property owner's outgoings and that there are no onerous restrictions or unusual covenants of which we have no knowledge. In preparing our valuation, we have formed our opinion of outgoings, having had reference to the various schedules of outgoings supplied by the client or a representative thereof.

10. STRUCTURAL CONDITION

The property has been valued in its existing state. In the event of its ownership or use changing in such a manner that the local authority will require the upgrading of the premises to comply with fire protection and other regulations, it may be necessary to reduce the valuation by the amount covering the cost of such compliance. We have had regard to the apparent state and condition of the property but have not carried out a structural survey, nor inspected those areas, which were covered, unexposed or inaccessible, neither have we arranged for the testing of electrical, heating or other services. The valuation assumes that the services and structures are in a satisfactory state of repair and condition, unless otherwise stated in our report. The valuation further assumes that the improvements have been erected in accordance with the relevant Building and Town Planning Regulations as well as the Local Authority by-laws. We have not inspected woodwork or other parts of the structure, and we are therefore unable to report that such parts of the property are free from rot, beetle or other defects. We have assumed that no deleterious or hazardous materials or techniques were used in the construction of the property nor have since been incorporated.

11. CONTAMINATION

Our valuation assumes that a formal environmental assessment is not provided and further that the property is not environmentally impaired nor contaminated, unless otherwise stated in our report.

12. VACANT LAND

No soil or substratum tests on the property have been undertaken and it is assumed that the property is suitable for the intended purpose, without having to provide excessive reinforcement to any structure built thereon.

13. STATUTORY NOTICE AND UNLAWFUL USE

We have assumed that the property and its value are unaffected by any statutory notice, and that neither the property nor its condition, nor its use, nor its intended use, is or will be unlawful.

14. INDIVIDUAL PROPERTIES

The values reported are for the individual properties. No allowance is made for any premium, which may be applicable for an assembled portfolio of properties, nor is a discount allowed for any flooding of the market, which might exist if all, or a majority of the properties were offered for sale simultaneously.

15. CONFIDENTIALITY

This valuation is produced exclusively for the client and for the specific purposes to which it refers. It may be disclosed to other professional advisers assisting you in respect of that purpose. We accept no responsibility whatsoever to any parties other than yourselves who make use of this valuation.

16. NON-PUBLICATION

Neither the whole nor any part of this valuation report or certificate, nor any reference thereto, may be included in any published document, circular or statement, nor published in any way without the written approval of the Valuer, as to the form or context in which it may appear and acknowledgement that the Valuer are professional valuers.

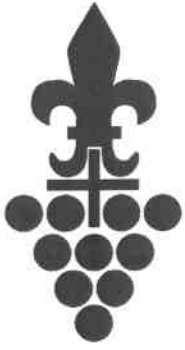
17. INDEPENDENT VALUERS CLAUSE

Neither the Valuer, nor any employee, have any present or contemplated interest in this or any other properties or any other interests, which could affect the statements or values, contained in this valuation report. The valuation enclosed herewith was therefore undertaken on a completely independent basis by a valuer employed the Valuer, a company which specializes in valuation and which does not trade in these assets.

18. VALUE ADDED TAX

All figures quoted are exclusive of Value Added Tax.

APPENDIX 8



STELLENBOSCH

STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

2020/11/03

TO/AAN: Ned Geref Kerk Stellenbosch Welgelegen
Buitekringweg 6
Dalsig
STELLENBOSCH
7600

COPY OF NOTICE

... **GENERAL VALUATION 2021 - 2025 ALGEMENE WAARDASIE** ...

ERF/ERF: **SB13246**
SITUATED AT/GELEë TE: **Wildebosch**

AREA/GROOTTE (m²): **9000**

ENTITY/ENTITEIT	CATEGORY/KATEGORIE	Tariff/Tarief	VALUATION/WAARDASIE
			Current Total/Huidige Totaal: R 2 300 000
Primary	Agricultural	AGR	New Total/Nuwe Totaal: R 2 700 000

Notice is hereby given in terms of Section 49(1)(a)(i) of the Local Government: Municipal Property Rates Act, 2004 (Act 6 of 2004), hereinafter referred to as the "Act", that the Valuation Roll for the financial years 2021-07-01 to 2025-06-30 is open for public inspection at the various Municipal offices or at the council's website www.stellenbosch.gov.za from 2020-11-05 to 2021-01-15.

An invitation is hereby made in terms of Section 49(1)(a)(ii) of the Act that any owner of property or other person who so desires should lodge an objection with the Municipal Manager in respect of any matter reflected in, or omitted from, the Valuation roll within the above-mentioned period.

Attention is specifically drawn to the fact that in terms of Section 50(2) of the Act an objection must be in relation to a specific individual property and not against the Valuation Roll as such. The prescribed forms for the lodging of an objection is obtainable from the website www.stellenbosch.gov.za or at the following Municipal offices:

Municipal Offices: Plein Street, Stellenbosch :: Hugenote Road, Franschhoek :: Main Road, Pniel

Kennis geskied hiermee kragtens die bepalings van Artikel 49(1)(a)(i) van die Plaaslike Owerhede: Munisipale Eiendomsbelasting Wet, 2004 (Wet 6 van 2004) hierna verwys as die "Wet" dat die Waardasierol vir die boekjare 2021-07-01 tot 2025-06-30 ter insae lê vir openbare inspeksie by die onderskeie Munisipale kantore sowel as die raad se webwerf by www.stellenbosch.gov.za vanaf 2020-11-05 tot 2021-01-15.

Geliewe kennis te neem dat enige eienaar van vaste eiendom of enige ander persoon kragtens die bepalings van Artikel 49(1)(a)(ii) van die Wet 'n beswaar binne bovermelde tydperk kan indien by die Munisipale Bestuurder ten opsigte van enige aangeleentheid of uitsluitel rakende die Waardasierol.

U aandag word spesifiek gevestig op die bepalings van Artikel 50(2) van die Wet wat bepaal dat 'n beswaar na 'n spesifieke eiendom moet verwys en nie na die Waardasierol sodanig nie. Die voorgeskrewe beswaarvorms is verkrygbaar vanaf die webwerf www.stellenbosch.gov.za of by die onderskeie Munisipale kantore:

Munisipale Kantore: Pleinstraat, Stellenbosch :: Hugenotestraat, Franschhoek :: Hoofstraat, Pniel

Period to lodge an objection / Periode vir die indien van 'n beswaar:	2020-11-05 to/tot 2021-01-15
Office hours for enquiries / Kantoorure vir navrae: 08h00-16h00	Elleniece Standaar Tel: 021 808 8515 Marinda Blaauw Tel: 021 808 8662

The completed forms must be returned to / Die voltooië vorms moet gestuur word aan
valuations@stellenbosch.gov.za or/of Fax to mail : 086 451 5011

Alternatively send forms to / Alternatiewelik stuur vorms na : Valuation Section , P O Box 17, STELLENBOSCH, 7599
Waardsie Afdeling , Posbus 17, STELLENBOSCH, 7599

G METTLER
MUNICIPAL MANAGER
MUNISIPALE BESTUURDER

7.2.4	LEASE PORTIONS 528A AND 529CC: MOUNTAIN BREEZE CARAVAN PARK
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Collaborator No:
 IDP KPA Ref No: **Good Governance**
 Meeting Date: **17 February 2021**

1. SUBJECT: LEASE PORTIONS 528A AND 529CC: MOUNTAIN BREEZE CARAVAN PARK

2. PURPOSE

To inform Council that the current lease agreement comes to an end on 31 March 2021. Council has to resolve on a way forward.

3. DELEGATED AUTHORITY

The Municipal Council must consider the matter.

4. EXECUTIVE SUMMARY

Stellenbosch Municipality and Stellenbosch Caravan Park cc (Malan) concluded a long term Lease Agreement during 1992 for a period of 30 years (1 April 1991-31 March 2021)

This Lease Agreement was later ceded to the Mountain Breeze Caravan Park cc (Visser).

The lease Agreement will expire on 31 March 2021. The current Lessee send a letter attached as **APPENDIX 6** expressing her interest to continue with a lease provided that it is a 10 year period to get some returns on investment.

A letter and email was also received from a one of the persons occupying a stand on a long term basis requesting to rent the land from Council – **APPENDIX 7**.

Council must now decide on how to deal with this property, i.e. whether to dispose of it, or enter into a further rental agreement with the current lessee or someone else or use the property for another purpose. A decision also needs to be taken on the short term process (after March 2021) until a final decision has been reached.

The item was discussed at the January 2021 Mayco meeting and further information was requested and the item referred back.

Attached hereto please find **APPENDIX 8**, a further letter from Me Sonnekus, writer of appendix 7, is also attached providing some information on the people living on the land. **APPENDIX 9** is an email response received from the current lessee on the questions raised in Mayco. The rates are paid up and we could find no approval of building plans. We therefore have to deduct that the structures were not approved by the Building plan section.

5. RECOMMENDATION

For Consideration.

6. DISCUSSION / CONTENT

6.1 Background

6.1.1 Existing Lease Agreement

Stellenbosch Municipality and Stellenbosch Caravan Park cc (C.P Malan) concluded a long-term Lease Agreement on 18 May 1992 for the period 1 April 1991 to 31 March 2021.

This Lease Agreement, however, was later ceded to the Mountain Breeze Caravan Park cc (R.P. Visser) during 1995.

Copies of the Lease Agreement, as well as the Cession and Assignment Agreement are attached as **APPENDICES 1** and **2**, respectively.

6.1.2 Current Lessee

The current Lessee, Mrs Visser, indicated that she would be interested in a further lease period.

The long term residents in the park has also expressed an interest to rent the properties they currently occupy.

Council must now decide on the most appropriate use of the property and should Council consider the disposal or awarding of long term rights (lease agreement). See paragraph 6.2.9 for a more detailed discussion on the various options.

6.2 Discussion

6.2.1 Locality and context

Mountain Breeze Caravan Park is situated on Lease Portions 528 and 529C, measuring 20.3ha in size, as indicated on Fig 1 and 2 below.

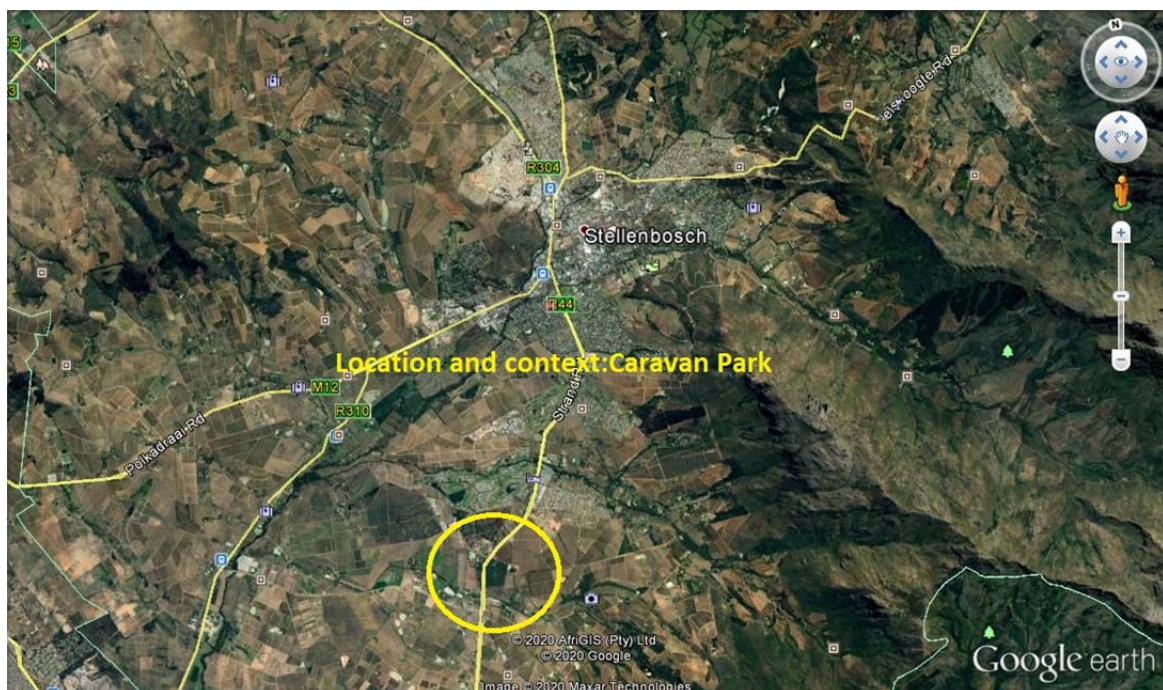


Fig 1: Location and regional context



Fig 2: Extent of property(s)

6.2.2 Ownership

The ownership of the two properties vests in Stellenbosch Municipality by virtue of Title Deeds STFH-891 and STFH6-4/1890, respectively. See Windeed records attached as **APPENDICES 3** and **4** respectively.

6.2.3 Access

Access to the property is *via* a registered servitude access off the R44, over a portion of Farm 1166, Stellenbosch as shown on Fig 3, below.

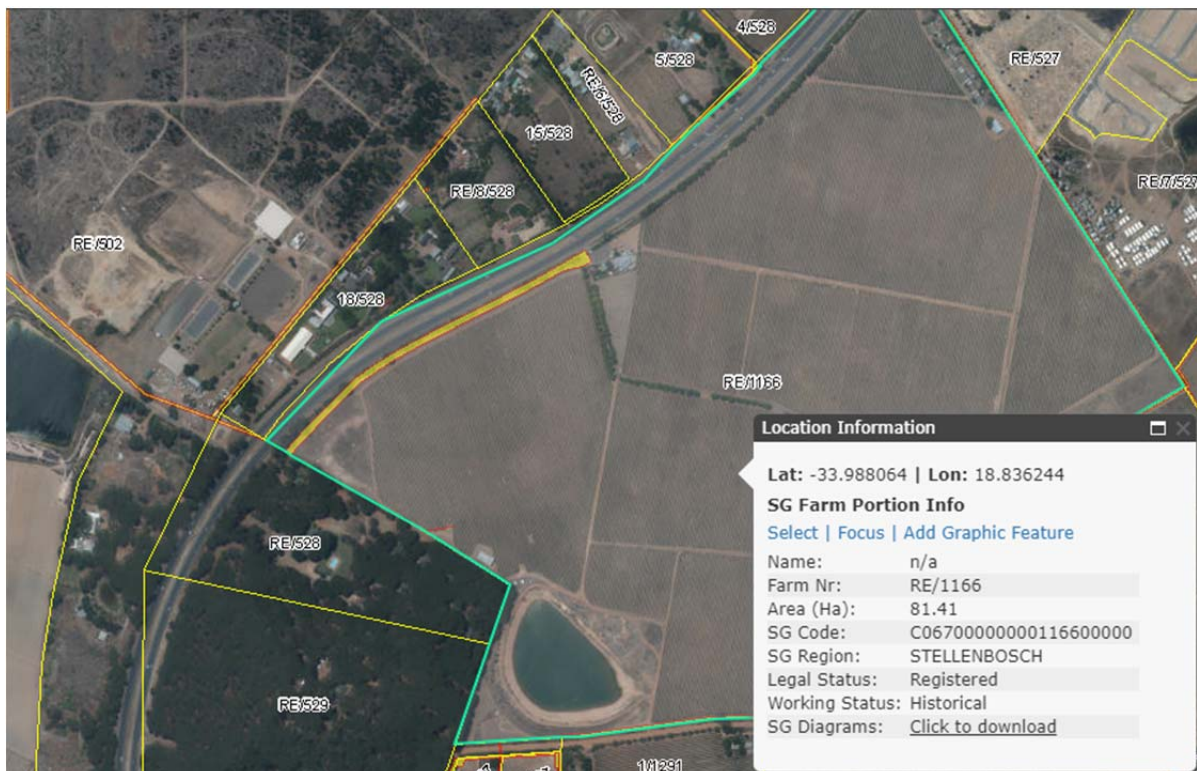


Fig 3: Access road

The servitude was registered at the Surveyor General in 1985, see copy of LG Diagram 8786/83 hereto attached as **APPENDIX 5**.

6.2.4 Access to services

The property has access to irrigation water (Theewaterskloof) and is getting drinking water from a borehole situated on the neighbouring farm 1166.

Electricity is supplied by Eskom.

6.2.5 Improvements

The following buildings were constructed by the Lessee during the lease period:

6.2.5.1 Temporary structures

6.2.5.1.1 18 x Nutec Houses

Although the houses differ in size, the average size is about 150m². The Reception Area is part of 1 of the houses. See figures 4-12 below.



Fig 4: Reception (part of house 1)



Fig 5: House 1



Fig 6: House 2



Fig 7: House 3



Figure 8: House 4



Fig 9: House 5



Fig 10: House 6



Fig 11: House 7



Fig 12: House no 8

6.2.5.1.2 4 x Wood/Nutec Bungalows

These units are 38m² each. See Fig 13-14



Fig 13: Units 1 and 2



Fig 14: Units 3 and 4

6.2.5.1.3: 2 x Big Nutec Bungalows

These units are 57m² each. See Fig 15.



Fig 15: Units 1 and 2

6.2.5.1.4: 2 x Plett. Caravans

These units are 52m² each. See Fig 16.



Fig 16: Units 1 and 2

6.2.5.1.5 1 x Nutec Hall

This facility is 860m² in size. See Fig 17.



Fig 17

6.2.5.2 Permanent Structures**6.2.5.2.1 1 x Swimming pool with ablutions facilities**

The swimming pool is 104m², whilst the ablution facilities are 102m². See Fig 18.



Fig 18: Swimming pool and ablution facilities

6.2.5.2.2 1 x Ablution facility

This facility is 189m² in size. See fig 19 below.



Fig 19: Main ablution facilities

6.2.5.2.3 6 X Chalets

These units (2x3) are 80m² each. See Fig 20 and 21



Fig 20: Units 1 and 2



Fig 21: Units 3 and 4



Fig 22: Units 5 and 6

6.2.5.2.4 2 x Staff houses

These units are 45m² and 130m² respectively. See fig 23 below.



Fig 23: Units 1 and 2

6.2.5.3 Temporary Structures put up by tenants

There are 9 temporary units that were put up by tenants. See Fig 24-32



Fig 24: Unit 1



Fig 25: Unit 2



Fig 26: Unit 3



Fig 27: Unit 4



Fig 28: Unit 5



Fig 29: Unit 6



Fig 30: Unit 7



Fig 31: Unit 8



Fig 32: Unit 9

6.2.5.4 Caravan/Camping stands

A total of 60 sites have been developed with electrical points and shared water points. See fig 33 below.



Fig 33: Camping sites

6.2.6 Number of staff working at facility

There are 4 permanent staff members, being the maintenance Manager and his wife, working at Reception and two labourers.

All the staff members are currently residing on the property.

6.2.7 Current rental payable

The current rental payable is R47 873.59 per annum.

6.2.8 Legal requirements

Depending on whether Council is considering the disposal of the asset or whether to award long term rights various sections/regulations of the Municipal Finance Act, No 56 of 2003, (MFMA), the Asset Transfer Regulations (ATR) and the Municipality's Policy on the Management of Council owned property, will apply.

6.2.8.1 Disposal of fix properties

6.2.8.1.1 Municipal Finance Management Act (MFMA)

In terms of the Section 14 of the MFMA,

"A municipality may not transfer ownership as a result of a sale or other transaction or otherwise permanently dispose of a capital asset needed to provide the minimum level of basic municipal services."

(2) A municipality may transfer ownership or otherwise dispose of a capital asset other than one contemplated in subsection (1), but only after the municipal council, in a meeting open to the public—

(a) has decided on reasonable grounds that the asset is not needed to provide the minimum level of basic municipal services; and

(b) has considered the fair market value of the asset and the economic and community value to be received in exchange for the asset.

(3) A decision by a municipal council that a specific capital asset is not needed to provide the minimum level of basic municipal services, may not be reversed by the municipality after that asset has been sold, transferred or otherwise disposed of.

(4) Municipal council may delegate to the accounting officer of the municipality its power to make the determinations referred to in subsection (2)(a) and (b) in respect of movable capital assets below a value determined by the council.

(5) Any transfer of ownership of a capital asset in terms of subsection (2) or (4) must be fair, equitable, transparent, competitive and consistent with the supply chain management policy which the municipality must have and maintain in terms of section 111”.

6.2.8.1.2 Asset Transfer Regulations (ATR)

In terms of Regulation 5 of the ATR

“(1) A municipality may transfer or dispose of a non-exempted capital asset only after—

(a) the accounting officer has in terms of regulation 6 conducted a public participation process to facilitate the determinations a municipal council must make in terms of section 14(2)(a) and (b) of the Act; and

(b) the municipal council—

(i) has made the determinations required by section 14(2)(a) and (b) and

(ii) has as a consequence of those determinations approved in principle that the capital asset may be transferred or disposed of.

(2) Sub regulation (1)(a) must be complied with only if the capital asset proposed to be transferred or disposed of is a high value capital asset” (i.e. in excess of R50M)”.

6.2.8.1.3 Policy on the Management of Council owned property

In terms of paragraph 7.2.3 (general principles pertaining to the disposal of immovable property), of the policy;

“Before alienating Immovable property or rights in Immovable property the Municipality shall be satisfied that alienation is the appropriate methodology and that reasonable economic, environmental and social return cannot be derived whilst ownership of the Immovable property or Property rights is retained by the Municipality”.

Further in terms of paragraph 8 of the policy:

“ 8.1 Before an Immovable property is declared as surplus, and earmarked for disposal or the awarding of rights, it must first be assessed for its most appropriate use.

8.2 The most appropriate use for a surplus property is one which achieves an optimum balance between the following three key elements of sustainable development:

(a) the protection of ecological processes and natural systems;

(b) the optimum financial return to and economic development of the municipal area; and

(c) the enhancement of the cultural, economic, physical and social wellbeing of people and communities.

8.3 *The three elements of sustainability will apply to all surplus Immovable Properties, however their significance and the relationships between them will vary for individual Immovable Properties.*

8.4 *In determining the most appropriate use of surplus properties, regard should be given to:*

- (a) Spatial development framework(s);*
- (b) Regional plans;*
- (c) Sectoral studies/plans;*
- (d) Government policies;*
- (e) Relevant legislation; and*
- (f) The views of interested and affected parties.*

8.5 *Where appropriate, opportunities should be provided for community involvement in the assessment process”.*

Further, Subsequent to determining the most appropriate use of a property and after the Municipality has decided that the Immovable property could be disposed of, or that rights may be awarded, the method of disposal or method of awarding rights should be determined”.

In terms of paragraph 9.1 the Municipality may use any of the following methods, depending on the circumstances pertaining the specific Immovable property:

- a) Tender process*
- b) Auction*
- c) Call for proposals (will include a tender process)*

6.2.8.2 Granting of rights to use, Control or Manage a Capital asset

6.2.8.2.1 Asset Transfer Regulations (ATR)

In terms of Regulation 34, a municipality may grant a right to use, control or manage a capital asset only after:

- “1)a) The accounting officer has, in terms of Regulation 35, concluded a public participation process regarding the proposed granting of the right; and*
- b) The municipal Council has approved in principle that the right may be granted.*

2) *Sub-regulation (1)(a) must be complied with only if:*

- a) the capital asset in respect of which the proposed right is to be granted has a value in excess of R10m; and*
- b) a long-term right is proposed’.*

In considering options Council must treat the property as a property that falls within this category valued in excess of R10M.

- “3)a) Only a Municipal Council may authorise the public participation process referred to in sub-regulation (a)*
- b) a request to the Municipal Council for the authorisation of a public participation process must be accompanied by an Information Statement*, stating:*

-
- i) *the reason for the proposal to grant a long term right to use, control or manage the relevant capital asset;*
 - ii) *any expected benefit to the municipality that may result from the granting of the right;*
 - iii) *any expected proceeds to be received by the municipality from the granting of the right; and*
 - iv) *any expected gain or loss that will be realised or incurred by the municipality arising from the granting of the right”.*

Council must consider its options and decide on the future use of the property. Only after Council had decided on a way forward, an Information Statement will be prepared and submitted with a further item.

6.2.8.2.2 Policy on the Management of Council owned property

In terms of paragraph 7.2.1, *“unless otherwise provided for in the policy, the disposal of viable immovable property shall be affected by means of a process of public competition”.*

In terms of paragraph 9.1.1 of the Policy,

“The type of a formal tender may vary, depending on the nature of the transaction:

*i) **Outright tender** may be appropriate where the Immoveable property ownership is not complex, and the Municipality is seeking obligations to be placed on the successful tenderer which are clear and capable of specification in advance.*

*ii) **Qualified tenders/call for proposals** will be appropriate where the Immoveable property ownership position is complex or the development proposals for the Immoveable property are insufficiently identified or otherwise incapable of detailed specification at the pre-tender stage.*

*iii) **Call for proposals on a build-operate transfer (B.O.T) basis** will be used if a developer is required to undertake the construction, including the financing, of a facility on Municipal-owned land, and the operation and maintenance thereof. The developer operates the facility over a fixed term during which it is allowed to charge facility users appropriate fees, rentals and charges not exceeding those proposed in its bid or as negotiated and incorporated in the contract, to enable the developer to recover its investment and operating and maintenance expenses in the project. The developer transfers the facility to the municipality at the end of the fixed term.*

Such a process may, depending on the nature of the transaction, include a two-stage or two- envelope bidding process (proposal call) in terms of which only those bidders that meet the pre-qualification criteria specified in the first stage are entitled to participate in the second

Council may also decide to deal with any other competitive process like an auction.

In terms of paragraph 9.2.2 of the Policy, *“the Municipal Council may dispense with the prescribed, competitive process, and may enter into a private treaty agreement through any convenient process, which may include direct negotiations, but only in specific circumstances, and only after having advertised Council’s intention so to act. Should any objections be received as a consequence of such a notice, such objections first be considered before a final decision is taken to dispense with the competitive process established in this policy.*

Here under a list of circumstances where Council dispense with a competitive process.

a) *Due to **specific circumstances** peculiar to the property under consideration, it can only be utilized by the one person/organisation wishing to enter into the Property Transaction;*

*(e) in **exceptional cases** where the Municipal Council is of the opinion the public competition would not serve a useful purpose or that it is in the interest of the community and the Municipality. In such cases reasons for preferring such out of hand sale or lease to those by public competition must be recorded”.*

l) ***lease contracts with existing tenants** of immovable properties, not exceeding ten (10) years, may be renegotiated where the Executive Mayor is of the opinion that public competition would not serve a useful purpose or that renewal is aligned with the Municipality’s strategic objectives and in the interest of the Community, subject to such renewal being advertised calling for public comment. The existing tenant shall give notice of the intention to renegotiate the lease at least six months before the date of termination;*

The reasons for any such deviation from the competitive disposal process must be recorded”.

From the above it is clear the Council may, under the circumstances described above, decide to dispose with a competitive (tender) process.

6.2.9 Consideration of options

From the above it is clear that Council may consider any of the following options:

6.2.9.1 Disposal of property

Should Council decide to dispose of the properties, then the legal provisions set out in paragraph 6.2.8 (*supra*) will apply. Council’s attention is specifically drawn to paragraph 8 of the Policy on the Management of Council-owned property, requiring the Council to first assess the properties for its “*most appropriate use*” before declaring the property as surplus.

6.2.9.2 Awarding of rights: Long term Lease

Should Council decide to grant a right to use (Lease agreement) or manage the properties to a third party, then the legal provisions set out in paragraph 6.2.8.2 (ATR and Policy) will apply.

Under this option, Council must first consider whether to enter into a **private treaty agreement** with the existing Lessee (i.e. without following a tender process) or to follow a **public tender process**.

If Council decides to follow a public tender process, then it must decide on the type of process to be followed, i.e.:

- Outright tender;
- Qualified tender/Call for proposals, or
- Call for proposals on a Built-Operate-Transfer basis.

6.3 Financial Implications

The possible financial implications can only be determined after Council has decided which route to follow.

6.4 Legal Implications

The recommendations in this report comply with the Council’s policies and applicable legislation.

6.5 Staff Implications

This report has no staff implications to the Municipality;

6.6 Previous / Relevant Council Resolutions

None

6.7 Risk Implications

The risks are addressed in the item.

6.8 Comments from Senior Management

Will be obtained when council has indicated its' preference on the way forward.

ANNEXURES:

Annexure 1: Lease Agreement

Annexure 2: Cession and Assignment Agreement

Annexure 3: Windeed records

Annexure 4: Windeed records

Annexure 5: LG Diagram 8786/83

Appendix 6: Letter from current Lessee

Appendix 7: Letter from one of the long term residents

Appendix 8: Letter from Me Sonnekus 11.01.21

Appendix 9: Email response from Current lessee on questions raised.

FOR FURTHER DETAILS CONTACT:

NAME	Piet Smit
POSITION	<i>Manager: Property Management</i>
DIRECTORATE	<i>Corporate Services</i>
CONTACT NUMBERS	021-8088189
E-MAIL ADDRESS	Piet.smit@ Stellenbosch.gov.za
REPORT DATE	10.02.21

APPENDIX 1

2.1

MEMORANDUM VAN HUUROOREENKOMS

Aangegaan deur en tussen

DIE MUNISIPALITEIT STELLENBOSCH

hierin verteenwoordig deur

ERASMUS PETRUS SMITH TALJAARD EN GERHARDUS MATTHYS STRYDOM

in hul onderskeie hoedanighede as Burgemeester en/of Uitvoerende Hoof/Stadsklerk van gemelde Munisipaliteit

("die VERHUURDER")

en

STELLENBOSCH CARAVAN PARK CC

NO CK 85/08481/23

hierin verteenwoordig deur DANIE MALAN as synde die gevolmagdigde verteenwoordiger ingevolge 'n besluit van die Beslote Korporasie gedateer 1992-~~8888~~⁰³⁻²⁴ waarvan 'n afskrif as Bylae A aangeheg is

("die HURDER")

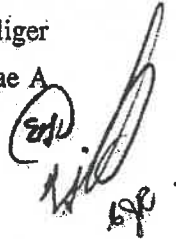
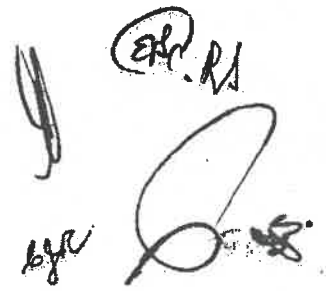
NADEMAAL die VERHUURDER die eienaar is van die eiendom bekend as

Plase 528A en 529C groot 20,3 hektaar

soos aangedui op die aangehegte kaart

("die EIENDOM")

EN NADEMAAL die VERHUURDER begerig is om die EIENDOM aan die HURDER te verhuur vir die uitsluitlike gebruik van 'n karavaanpark en om 'n gedeelte van die verhuurde eiendom van nywerheidswater te voorsien kragtens 'n ooreenkoms of ooreenkomste tussen die VERHUURDER en die Departement van Waterwese en Bosbou en/of die Helderberg Besproeiingsraad (DIE OOREENKOMS), die terme en voorwaardes van die ooreenkoms waarvan aan die HURDER bekend is.


Gemeenskapsdienste : 1994-07-05 : Item 2.1.A

AANHANGSEL 2

2.1

MEMORANDUM VAN HUUROOREENKOMS

Aangegaan deur en tussen

DIE MUNISIPALITEIT STELLENBOSCH

hierin verteenwoordig deur

ERASMUS PETRUS SMITH TALJAARD EN GERHARDUS MATTHYS STRYDOM

in hul onderskeie hoedanighede as Burgemeester en/of Uitvoerende Hoof/Stadsklerk van gemelde Munisipaliteit

("die VERHUURDER")

en

STELLENBOSCH CARAVAN PARK CC

NO CK 85/08481/23

hierin verteenwoordig deur DANIE MALAN as synde die gevolmagdigde verteenwoordiger ingevolge 'n besluit van die Beslote Korporasie gedateer 1992-~~05-24~~⁰⁵⁻²⁴ waarvan 'n afskrif as Bylae A aangeheg is

("die HUURDER")

NADEMAAL die VERHUURDER die eienaar is van die eiendom bekend as

Plase 528A en 529C groot 20,3 hektaar

soos aangedui op die aangehegte kaart

("die EIENDOM")

EN NADEMAAL die VERHUURDER begerig is om die EIENDOM aan die HUURDER te verhuur vir die uitsluitlike gebruik van 'n karavaanpark en om 'n gedeelte van die verhuurde eiendom van nywerheidswater te voorsien kragtens 'n ooreenkoms of ooreenkomstige tussen die VERHUURDER en die Departement van Waterwese en Bosbou en/of die Helderberg Besproeiingsraad (DIE OOREENKOMS), die terme en voorwaardes van die ooreenkoms waarvan aan die HUURDER bekend is.

Handwritten signature and initials, possibly 'ER' and 'RS', with a large flourish.

Handwritten signature and initials, possibly 'ER' and 'RS', with a large flourish.

Handwritten signature, possibly 'ER'.

2.2

EN NADEMAAL die **HURDER** begerig is om die **EIENDOM** te huur en om die water wat as gevolg van sodanige ooreenkoms ten opsigte van die verhuurde eiendom verkry word, op die verhuurde eiendom aan te wend.

EN NADEMAAL die verhuring van die **EIENDOM** aan die **HURDER** onder voorwaardes van **DIE OOREENKOMS** op 'n vergadering van die Stadsraad gehou op 1991-05-14 (item 5.1.B) goedgekeur is.

NOU DERHALWE KOM DIE PARTYE ONDERLING SOOS VOLG OOREEN

1. TERMYN VAN VERHURING

Die **VERHUURDER** verhuur hiermee aan die **HURDER** die eiendom, wat deur die **HURDER** 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 2021 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 2 ha van die **EIENDOM**, of sodanige gedeelte wat goedgekeur mag word, soos uitgewys tussen die partye, kragtens die ooreenkoms van nywerheidswater te laat voorsien.

3. Die **HURDER** sal geregtig wees om gedurende die huurtermyn in klousule 1 bepaal die water wat as gevolg van sodanige ooreenkoms 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 bepalinge van **DIE OOREENKOMS**, of andersins bepaal, welke terme en voorwaardes aan die **HURDER** bekend is.

4. HURGELD, KOSTE VAN WATER, MUNISIPALE BELASTING

4.1 Die **HURDER** betaal eenmalig voor of op die 30ste dag van April 1992 by die kantoor van die Stadstessourier die bedrag van R12 486,01 (welke bedrag bereken is vir die tydperk vanaf die datum waarop die ooreenkoms 'n aanvang neem tot die 31ste dag van

2.2

EN NADEMAAL die **HURDER** begerig is om die **EIENDOM** te huur en om die water wat as gevolg van sodanige ooreenkoms ten opsigte van die verhuurde eiendom verkry word, op die verhuurde eiendom aan te wend.

EN NADEMAAL die verhuring van die **EIENDOM** aan die **HURDER** onder voorwaardes van **DIE OOREENKOMS** op 'n vergadering van die Stadsraad gehou op 1991-05-14 (item 5.1.B) goedgekeur is.

NOU DERHALWE KOM DIE PARTYE ONDERLING SOOS VOLG OOREEN

1. TERMYN VAN VERHURING

Die **VERHUURDER** verhuur hiermee aan die **HURDER** die eiendom, wat deur die **HURDER** 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 2021 dog is steeds onderworpe aan die bepalings van subklousules 4.4 (laat betaling), 13.1 (sessie), klousule 20 (opsegging) en die bepalings van Bylae B hiervan.

2. Die **VERHUURDER** onderneem om alles te doen, of te laat doen, om 2 ha van die **EIENDOM**, of sodanige gedeelte wat goedgekeur mag word, soos uitgewys tussen die partye, kragtens die ooreenkoms van nywerheidswater te laat voorsien.

3. Die **HURDER** sal geregtig wees om gedurende die huurtermyn in klousule 1 bepaal die water wat as gevolg van sodanige ooreenkoms 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 OOREENKOMS**, of andersins bepaal, welke terme en voorwaardes aan die **HURDER** bekend is.

4. HURGELD, KOSTE VAN WATER, MUNISIPALE BELASTING

4.1 Die **HURDER** betaal eenmalig voor of op die 30ste dag van April 1992 by die kantoor van die Stadstesourier die bedrag van **R12 486,01** (welke bedrag bereken is vir die tydperk vanaf die datum waarop die ooreenkoms 'n aanvang neem tot die 31ste dag van

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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 aan die **VERHUURDER**, of sy genomineerde, te betaal, naamlik:

4.2.1 enige en alle belastings en vorderings gehef te word deur die Helderberg Besproeiingsraad 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 -

4.2.1.1 basiese bydrae vir rente en delging van die beoogde nywerheidswatervoorsiening;

4.2.1.2 administratiewe koste;

4.2.1.3 verpligte bydraes ten opsigte van 'n reserwefonds;

4.2.1.4 verpligte bydraes tot die Waternavorsingsraad;

4.2.1.5 koste van die gelewerde water soos deur die Besproeiingsraad en bereken teen die aankoopkoste van water soos van tyd tot tyd deur die Departement van Waterwese bepaal.

4.2.1.6 enige en alle belastings of ander heffings of vorderings, van welke aard en omvang ookal gehef deur voormelde liggame.

4.2.2 voorlopige uitgawes en tussentydse heffings wat deur die Besproeiingsraad of die Departement van Waterwese en Bosbou opgelê word.

4.3 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.

4.4 Enige huurgeld of gelde verskuldig kragtens klousule 4.1 en 4.2 wat na die vervaldatum deur die **HURDER** aangebied word ten opsigte van enige jaar, indien die **VERHUURDER** dit aanvaar, is onderworpe aan 'n rente wat maandeliks vooruit bereken sal word teen die standaardrentekoers, soos deur die Munisipale Ordonnansie, Ordonnansie

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nr 20 van 1974, of enige vervanging of wysiging daarvan 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 **HUURDER** sou versuim om enige verskuldigde huurgeld of gelde verskuldig kragtens klousule 4.1. en 4.2 binne sewe dae vanaf die vervaldatum te vereffen, en so 'n kansellering affekteer generwyse die reg van die **VERHUURDER** om enige bedrag wat die **HUURDER** skuld of verskuldig aan word, geregtelik van hom te vorder nie.

4.6 Die **HUURDER** sal aanspreeklik wees om enige wetlike verpligte heffing sowel as die eiendomsbelasting en/of diensgelde deur die Stadsraad op die **EIENDOM** gehef te betaal, onderworpe aan die voorwaardes en vereistes soos bepaal mag word in terme van die toepaslike wetgewing of die Munisipale Ordonnansie, Ordonnansie nr 20 van 1974, of enige vervanging of wysiging daarvan, of enige ander 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.

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- 7.2 Die **HURDER** 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 oor om deur sy amptenare periodieke inspeksies van bome, en ander verbeteringe op die eiendom uit te voer en om sodanige stappe ter beskerming daarvan te doen 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 **HURDER** aangeplant is nie, te kap en te verwyder, en hiervoor het hy vrye toegang tot die eiendom.

8. **WATERBRONNE**

- 8.1 Die **VERHUURDER** waarborg geen voorraad van oppervlakte- of ondergrondse water nie.
- 8.2 Die **HURDER** onderneem om nie met fonteine 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 fonteine 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 **HURDER** onderneem om alle strome, fonteine of opgaardamme teen besoedeling te beskerm, en om sodanige instruksies uit te voer as wat die **VERHUURDER** periodiek te dien einde mag uitreik.
- 8.5 'n Serwituut is ten gunste van die **EIENDOM** op die boorgat gemerk A en pyplyn gemerk AB op die aangehegde diagram no 8743/87 geregistreer.

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9. GRONDBEWARING

- 9.1 Die **HURDER** onderneem om die **EIENDOM** op 'n versigtige en sorgsame wyse, te gebruik en ook om verswakking van die natuurlike vrugbaarheid en kwaliteit van die grond teen te werk.
- 9.2 Die **HURDER** onderneem om gronderosie teen te werk en om stiptelik uitvoering te gee aan die bepalings 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, gruis, klip of ander grondstof 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

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op die **EIENDOM** wat aan die **VERHUURDER** behoort word deur 'n taksateur wat deur die **VERHUURDER** aangestel en wie se bevinding bindend is, aangeslaan, 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 onderneming op die **EIENDOM** nodig mag ag. Geen motorvoertuighek mag op die grens, aangedui as Kabcde op die aangehegte kaart aangebring word nie.

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.

13. **ONDERVERHURINGS, SESSIES OF OORDRAGTE, ENS**

13.1 Die **HURDER** sal nie hierdie huurooreenkoms sedeer of oordra nie, en onderverhuur nie die **EIENDOM** of enige deel daarvan sonder die voorafverkreë skriftelike toestemming van die **VERHUURDER** nie.

13.2 Die **VERHUURDER** kan 'n sertifikaat as bewys vereis dat die maatskappy wat 'n **HURDER** is, wel as 'n maatskappy geregistreer is.

13.3 By verandering van die beherende aandeelhouding of 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 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.

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- 13.4 Verandering van die beheerende aandeelhouding of verandering van ledebelang, direkteure of Trustees vir 'n Maatskappy, Beslote Korporasie of 'n Trust wat 'n **HURDER** is, word geag 'n onderverhuring 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 HURDER op sy eie koste verwyder word.

- 14.3 Goedgekeurde verbeteringe van 'n permanente aard sal deur die HURDER 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 teen skade verseker en sodanige versekering instand hou, met dien verstande dat die HURDER verantwoordelik sal wees vir die volle kostes verbonde aan sodanige versekering, en die VERHUURDER sal derhalwe die premies direk van die HURDER 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 bepalinge van subklousules 14.1, 14.2, 14.3 en 14.4 van hierdie ooreenkoms aan werkers wat die HURDER 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

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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 **HURDER** 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 bepalings van klousule 3, subklousules 4.4, 20.1.1, 20.1.2 en 20.2 of andersins volgens sy eie diskresie en goeëdunke te besluit of die **VERHUURDER** bereid is om die **HURDER** 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 **HURDER** 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. /NB
- 14.8 Die **EIENDOM** sal bo-en-behalwe die bepalings van hierdie ooreenkoms, ook onderhewig wees en voldoen aan die bepalings van die **VERHUURDER** se Verordening insake parke vir woonwaens en mobiele wonings.
- 14.9 Die uitlegplan waarvolgens die **EIENDOM** as park ontwikkel sal word, sal op koste van die **HURDER** deur 'n gekwalifiseerde Stadsbeplanner gedoen word en sodanige plan sal onderworpe wees aan die goedkeuring van die **VERHUURDER**,
- 14.10 Op 'n maksimum van 10 % van die ontwikkelde persele mag permanente okkupasie toegelaat word van welke 10 % permanente okkupasie minstens 50 % in woonwaens moet geskied. Hierdie laasgenoemde persentasie kan egter by skriftelike kennisgewing van die **VERHUURDER** aan die **HURDER**, gewysig word.
- 14.11 Die beplanning en voorsiening van siviele en elektriese dienste op die eiendom moet volgens die voorskrifte van die **VERHUURDER** op koste van die **HURDER** geskied.
- 14.12 Minstens 50 % van die ontwikkelde persele moet elk oor 'n 220 V elektriese kragpuntaansluiting beskik.
- 14.13 Op 'n gedeelte van die **EIENDOM**, gemerk CDEFGHJKjhgfc op die aangehegte kaart, mag geen persele ontwikkel word nie. Gemelde gedeelte moet gebruik word vir die huisvesting van personeel werksaam op die eiendom en voorts vir doeleindes van buitelugontspanning deur dag besoekers.

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15. **BAKENS**

15.1 Deur die huurooreenkoms te onderteken erken die **HURDER** 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 en 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 **HURDER** aanspreeklik vir alle opmetings- en ander kostes verbonde aan die herplasing van sodanige bakens.

16. **PAAIE**

16.1 Die **HURDER** 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.

16.2 'n Ewigdurende reg van weg soos aangedui as ABCDEFGHIJKLMNOPQRS op die aangehegte diagram no 4534/85, is ten gunste van die **EIENDOM** geregistreer.

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 voer en om vas te stel of die voorwaardes en bepalings van die huurooreenkoms stiptelik nagekom word.

18. **ADVERTENSIE TEKENS**

Die **HURDER** 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.

2.10

15. **BAKENS**

- 15.1 Deur die huurooreenkoms te onderteken erken die **HURDER** 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 en 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 **HURDER** aanspreeklik vir alle opmetings- en ander kostes verbonde aan die herplasing van sodanige bakens.

16. **PAAIE**

- 16.1 Die **HURDER** 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 **VERHURDER** nie.
- 16.2 'n Ewigdurende reg van weg soos aangedui as ABCDEFGHIJKLMNOPQRS op die aangehegte diagram no 4534/85, is ten gunste van die **EIENDOM** geregistreer.

17. **INSPEKSIES**

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

18. **ADVERTENSIE TEKENS**

Die **HURDER** 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 **VERHURDER** nie.

Handwritten signatures and initials at the bottom of the page, including a large signature on the left, a circular stamp with initials 'SP' and 'Rd' in the center, and several other signatures on the right.

2.11

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 **HURDER** 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 **HURDER** beskikbaar is nie.

19.2 Die **HURDER** 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 BEËINDIGING 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 bepalings van klousule 4 hiervan, en nadat 'n skriftelike kennisgewing op die **HURDER** gedien is, hierdie ooreenkoms beëindig -

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 en 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 Dorpsaanlegskemaregulasies van die Munisipaliteit van Stellenbosch afgekondig by PK 73 van 1979-07-20, soos 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 grasielperiode 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, op voorwaarde dat die **HURDER** gedurende die grasielperiode 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 grasielperiode sonder verdere kennisgewing deur die **VERHUURDER** in heroorweging geneem sal word.

2.12

20.2 die **HURDER** kan, sonder om afbreuk te doen aan enige bepaling of vereiste van hierdie ooreenkoms en nadat 'n skriftelike kennisgewing van ses (6) maande deur die **HURDER** aan die **VERHUURDER** gegee is, hierdie ooreenkoms beëindig.

20.3 Wanneer subklousule 20.1.5 toegepas word sal die **HURDER** kwytgeskeld word van alle oorblywende verpligtinge soos in paragraaf 4.2.1 bepaal word en geregtig wees op vergoeding van die koste van die gepaardgaande noodsaaklike infrastruktuur, wat as 'n direkte gevolg van die voorsiening van die nywerheidswater aangebring is (pypleiding, kleppe, krane en meters), wat soos volg vanaf vestigings- tot huuropsegingsdatum bereken word:

bedrag betaalbaar ten opsigte van infrastruktuur is gelyk aan die historiese vestigingskoste - volgens die gemiddelde waardasie van twee onafhanklike buitestaanders wat vir die **VERHUURDER** aanvaarbaar is - minus die waardevermindering wat in gelyke paalemente oor twintig (20) jaar bereken is. Koste vir voorlegging ter staving van eise deur **HURDER** en alle uitgawe verbonde aan die aanstelling van buitestaanders berus by die **HURDER**.

21. SKADELOOSSTELLING

Die **HURDER** 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 aan die kant van die **HURDER**, sy werknemers of persone wat onder sy beheer handel.

22. KOSTE VAN OOREENKOMS

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 **HURDER** gedra word, en die **HURDER** kan nie die korrektheid van die bedrag wat deur die **VERHUURDER** in hierdie verband geëis word, betwis nie. Die Huurooreenkoms sal slegs op die uitdruklike versoek van die **HURDER** en op sy koste notarieël verly en in die Aktekantoor geregistreer word. Die **HURDER** moet in sodanige geval 'n deposito betaal soos deur die **VERHUURDER** bepaal ten opsigte van die kostes hierbo vermeld.

2.13

23. **ARBITRASIE**

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

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; en

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/kliëntbasis, insluitende sodanige heffings wat betaalbaar is kragtens Regulasie 62 van die Wet op Prokureursordes nr 41 van 1975, of enige vervanging of wysiging daarvan, of enige soortgelyke heffings.

2.14

GETEKEN TE STELLENBOSCH HIERDIE 18 DAG VAN Mei 1991 2

GETUIE

TEN BEHOEWE VAN DIE VERHUURDER

1. B. Sappel.

2. Bj Robinson

E. J. J. J. J.
BURGEMEESTER

[Signature]
UITVOERENDE HOOF/
STADSKLERK

GETEKEN TE STELLENBOSCH HIERDIE 8^{ste} DAG VAN April 1991

GETUIE

TEN BEHOWE VAN DIE HUURDER

1. [Signature]

2. [Signature]

[Signature]
[Signature]

1992-02-24

(#SKLUB/KONTRAK/mc)

[Signature]

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 die som van R360,00 per hektaar per jaar;
- (b) die basiese huurgeld sal jaarliks met 70 % van die styging van die amptelike verbruikersprysindeks soos op 31 Desember van die vorige jaar eskaleer.

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.

1992-02-24

(#SKLUB/KONTRAK/mc)

A

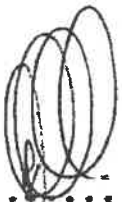
STELLENBOSCH CARAVAN PARK C.C.

No CK 85/08481/23

Minutes of a meeting of the members held at D.F.Malan Industria on Tuesday 24th March 1992.

Resolved that Mr.Danie Malan in his capacity as a member of the close corporation be empowered to sign on behalf of the close corporation all documents relating to a lease for land to be entered into with the Municipality of Stellenbosch.

Signed at D.F.Malan Industria on 24th March 1992.



.....
D.J.WALL
SECRETARY



APPENDIX 2

7/2/1/2/103

Page 244
A/5a/214

Van der Westhuizen Vos & Horn Inc.
Attorneys, Notaries & Conveyancers
9 Helderberg Street
Stellenbosch
(Ref: A M Vos)
Tel: 021 - 887 6860
Fax: 021 - 886 5793

CESSION AND ASSIGNMENT OF LEASE BY LESSEE

MEMORANDUM OF AGREEMENT ENTERED INTO BY AND BETWEEN

THE MUNICIPALITY OF STELLENBOSCH

(herein represented by JACOBUS PETRUS RETIEF in his capacity as Town Clerk/Executive Officer and hereinafter referred to as "the Lessor")

and

STELLENBOSCH CARAVAN PARK CC

(herein represented by CARL PHILIP MALAN in his capacity as duly authorised member and hereinafter referred to as "the Lessee")

and

MOUNTAIN BREEZE CARAVAN PARK CC

(herein represented by RUDOLPH PHILIPPUS VISSER, duly authorised thereto and hereinafter referred to as "the Cessionary")

WHEREAS the Lessor and the Lessee did on the 18th day of May 1992 at Stellenbosch enter in a Lease Agreement, a copy of which is annexed hereto marked Annexure "A"; and

WHEREAS the Lessee is desirous of ceding his rights and delegating his obligations in terms of the aforesaid agreement to the Cessionary; and

WHEREAS the Cessionary is prepared to take cession of the Lessee's rights and assignment of the Lessee's obligations under the agreement; and

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- 2 -

WHEREAS the Lessor has consented to the cession and assignment of the Lease Agreement by the Lessee to the Cessionary;

NOW THEREFORE it is agreed as follows:

1. INTERPRETATION

In this agreement, except in a context indicating the contrary,

- 1.1 "the Effective date" shall mean 18th December 1995; and
- 1.2 "the Lease" shall the agreement entered into by and between the Lessor and the Lessee, dated at Stellenbosch on the 18th day of May 1992; and
- 1.3 "the parties" shall mean the parties to this agreement; and

2. CESSION & DELEGATION

- 2.1 Regardless of the date of signing hereof, the Lessee hereby cedes to the Cessionary all the Lessee's rights, title and interest under, in and to the Lease, and delegates to the Cessionary all its obligations under the Lease.
- 2.2 The Cessionary hereby accepts the cession and delegation in terms of clause 2.1 above.
- 2.3 The Lessor hereby consents to the cession and delegation in terms of clause 3.1 above.

3. SURETYSHIP

- 3.1 It is recorded that upon signing of the Lease, the members of the Lessee bound themselves in their personal capacity as sureties and co-principal debtors in favour of the Lessor for the due fulfilment of the Lessee obligations under the Lease. A copy of the relevant Deed of Suretyship is annexed hereto marked "Annexure B".
- 3.2 It is recorded that the Lessor hereby releases all the sureties reflected in Annexure B unconditionally with effect from the Effective date.
- 3.3 It is hereby further recorded that **RUDOLPH PHILIPPUS VISSER**, the sole member of the Cessionary, binds himself as surety and co-principal debtor in favour of the Lessor for the due fulfilment of the Cessionary's obligations under the Lease from the Effective date.

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4. INDEMNITY


- 4.1 The Lessee indemnifies the Cessionary against all claims by the Lessor against the Cessionary in terms of the Lease on causes arising prior to the Effective date.
- 4.2 The Cessionary indemnifies the Lessee and all its members in their personal capacity against any claims by the Lessor against the Lessee or its members in their personal capacity on causes arising from the Effective date and thereafter.

5. SOLE MEMORIAL


It is recorded that this document and annexures thereto constitute the entire agreement between the parties and that no variation shall be of any legal force or effect unless reduced to writing and signed by the parties.

THUS DONE and SIGNED at Stellenbosch on this the 16th day of March 1998.

AS WITNESSES:

1.  _____


2. _____

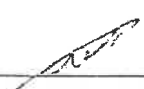


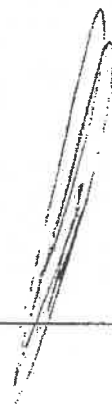
 LESSOR

THUS DONE and SIGNED at D.F. Malan Industrie on this the 17th Day of February 1998.




AS WITNESSES:

1.  _____

2.  _____



 LESSEE






- 4 -

THUS DONE and SIGNED at STELLENBOSCH
Day of JANUARY 1998.

on this the 29TH

AS WITNESSES:

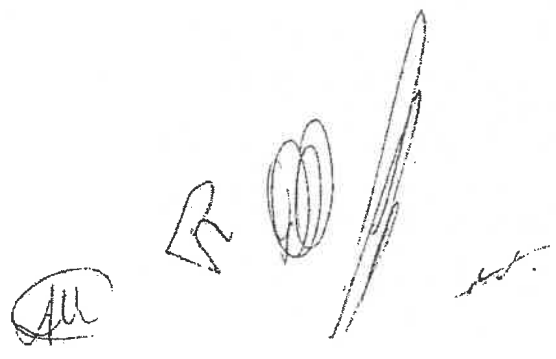
1. 

ANTON MARIUS VOS
Kommissaris van Ede/Commissioner of Oaths
Prokureur/Attorney
Helderbergstraat 9 Helderberg Street
STELLENBOSCH

2. _____
Helderbergstraat 9 Helderberg Street
STELLENBOSCH



CESSIONARY



APPENDIX 3

Deeds Office Property

FARM 529, 529, 0 (REMAINING EXTENT) (CAPE TOWN)

GENERAL INFORMATION

Deeds Office	CAPE TOWN
Date Requested	2020/05/18 10:45
Information Source	DEEDS OFFICE
Reference	-



PROPERTY INFORMATION

Property Type	FARM
Farm Name	FARM 529
Farm Number	529
Portion Number	0 (REMAINING EXTENT)
Local Authority	STELLENBOSCH MUN
Registration Division	STELLENBOSCH RD
Province	WESTERN CAPE
Diagram Deed	STF6-4/1890
Extent	86.7292H
Previous Description	-
LPI Code	C06700000000052900000

OWNER INFORMATION

Owner 1 of 2

Company Type	LOCAL AUTHORITY
Name	MUN STELLENBOSCH
Registration Number	
Title Deed	ST FH 6-4/1890
Registration Date	1890/12/12
Purchase Price (R)	SECT 16
Purchase Date	-
Share	
Microfilm Reference	2006 0406 0383
Multiple Properties	NO
Multiple Owners	NO

Owner 2 of 2

Company Type	LOCAL AUTHORITY
Name	MUN STELLENBOSCH
Registration Number	
Title Deed	T101559/2005
Registration Date	-
Purchase Price (R)	TRANSFER BY ENDO
Purchase Date	-
Share	
Microfilm Reference	2006 0406 0391
Multiple Properties	NO
Multiple Owners	NO

Printed: 2020/05/18 10:45

ENDORSEMENTS (10)				
#	Document	Institution	Amount (R)	Microfilm
1	EX758/1965-ST FH 6-4	/1890	UNKNOWN	
2	K1262/2005S	-	UNKNOWN	2006 0406 0395
3	K325/2018S	-	UNKNOWN	
4	K401/1992S	-	UNKNOWN	1992 0430 0843
5	VA1405/1986-6-4/1890	STF	UNKNOWN	
6	VA2447/2018	MUN STELLENBOSCH	UNKNOWN	
7	VA544/1989-STF6-4/18	90	UNKNOWN	
8	VA8545/2005	MUN STELLENBOSCH	UNKNOWN	2006 0406 0376
9	FARM ST 529	-	UNKNOWN	1985 0072 0660
10	PTN'S ST RD 529/1-2	-	UNKNOWN	

HISTORIC DOCUMENTS (1)				
#	Document	Owner	Amount (R)	Microfilm
1	ST FH 6-4/1890	MUN STELLENBOSCH	UNKNOWN	2006 0406 0383

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APPENDIX 4

Deeds Office Property

FARM 528, 528, 0 (REMAINING EXTENT) (CAPE TOWN)

GENERAL INFORMATION

Deeds Office CAPE TOWN
 Date Requested 2020/05/18 10:40
 Information Source DEEDS OFFICE
 Reference -



PROPERTY INFORMATION

Property Type FARM
 Farm Name FARM 528
 Farm Number 528
 Portion Number 0 (REMAINING EXTENT)
 Local Authority STELLENBOSCH MUN
 Registration Division STELLENBOSCH RD
 Province WESTERN CAPE
 Diagram Deed ST FH 6-6/1891
 Extent 4.8639H
 Previous Description -
 LPI Code C06700000000052800000

OWNER INFORMATION

Owner 1 of 1

Company Type LOCAL AUTHORITY
 Name MUN STELLENBOSCH
 Registration Number
 Title Deed ST FH 6-6/1891
 Registration Date 1891/06/29
 Purchase Price (R) -
 Purchase Date -
 Share
 Microfilm Reference
 Multiple Properties NO
 Multiple Owners NO

ENDORSEMENTS (4)

#	Document	Institution	Amount (R)	Microfilm
1	EX758/1965-ST FH 6-6	/1891	UNKNOWN	
2	K401/1992S	-	UNKNOWN	1992 0430 0843
3	FARM ST 528	-	UNKNOWN	1985 0072 0648
4	PTNS ST RD 528/1-8,1	5	UNKNOWN	

HISTORIC DOCUMENTS

No documents to display

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APPENDIX 5

SYE METER	RIJINGS- HOEKE	KOÖRDINATE STELSEL Lo 10° X		
		Y	X	
	Konstante		0,00	+3700000,00
	A 258 16 00	A	+ 15 385,80	+ 62 209,39
		B		
		C		
		D		
		E		
		F		
		G		
HJ	348,07	H	+ 14 419,28	+ 61 925,14
JK	370,05	J	+ 14 720,98	+ 62 098,75
KL	493,54	K	+ 14 535,21	+ 62 418,80
		L	+ 15 026,80	+ 62 374,94
LM	22,50	L	+ 15 026,87	+ 62 374,78
MN	66,56	M	+ 15 025,63	+ 62 397,25
NP	193,44	N	+ 15 092,16	+ 62 399,13
PQ	179,38	P	+ 15 283,89	+ 62 424,79
QR	151,00	Q	+ 15 462,89	+ 62 436,41
RA	88,92	R	+ 15 414,37	+ 62 293,42
		R	+ 15 414,35	+ 62 293,58
	Stel 7	Δ	+ 14 377,22	+ 65 509,37
	Helderberg	Δ	+ 10 986,97	+ 66 847,76

Komponente:

- Die figuur ABCDEFGHJKLR stel die Restant van Gedeelte 1 van die plaas No. 528 voor. Sien kaart No. 3271/1940 T.A. 1941/22-1064
- Die figuur RLMNPQ stel Gedeelte 3 van die plaas No. 529 voor. Sien kaart No. 8785/83 T.A. 1985- -7289

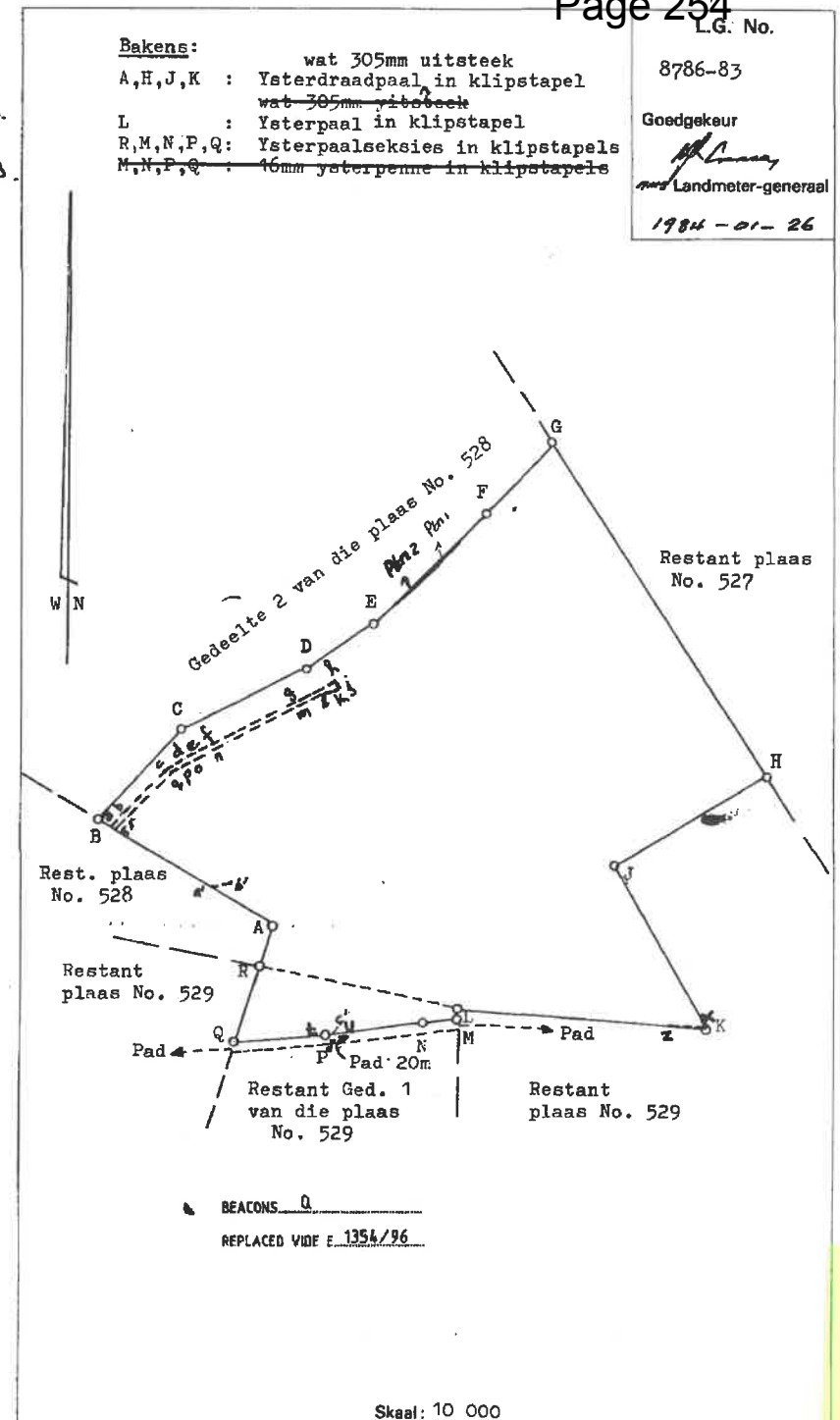
Die figuur A B C D E F G H J K L M N P Q R
stel voor 81,7271 hektaar grond, synde
PLAAS No. 1166 en bevat 1., 2. soos hierbo beskryf
geleë in die Munisipaliteit en Administratiewe Distrik
Stellenbosch Provinsie Kaap die Goeie Hoop.

Opgeëtel in Saamgestel in Oktober 1983
deur my,

Burger
Landmeter

Hierdie kaart is geheg aan Sert. Veren. Titel No. T.7290/1985 gedateer t.g.v. Registrateur van Aktes	Die oorspronklike kaarteis. soos hierbo aangetoon. No. geheg aan Transport/Grondbrief No.	Lêer No. Stel. 1166 M.S. No. Saamgestel BH-8DCD (3785) Komp. Bakens H, J, K, L, R, A, en Grense GH, HJ, JK, KL LR, RA en AB gevestig. BA 051/1940
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VIR ENDOSSAMENTE RA 051/1940



GEREENDE/NUURKONTRAKREBIEDE				
MEETSTUKKE	KAARTNO.	BESKRYWING	AKTE	DEPARTEER
E433/1985	4534/1985	Die figuur beskryf die klomp van die 100m wye van die linn. Die linn is 100m wye. Die linn is 100m wye. Die linn is 100m wye.	K401/92	NW7
E2165/87	8743/87	Die linn is 100m wye. Die linn is 100m wye. Die linn is 100m wye.		
E1766/2010	4457/2010	The line 64m represents the Southern boundary of the Pipeline 3m wide. The figure X12 represents layout in extent of a servitude pipeline area.		

DIE VOLGENDE APLASERING IS VAN HIERDIE KAART GEKOM						
MEETSTUKKE	KAARTNO.	ONDERVERDEELING	GRONTE E.A./K. N.	AKTENO.	DEPARTEER	RESTAT
E338/90	772/90	Ged. 1				
"	973/90	Ged. 2	247	41693/99	GLC	

C

APPENDIX 6

Annalene De Beer

From: Dome Sonnekus <domesonnekus@gmail.com>
Sent: Tuesday, 29 September 2020 10:22
To: Annalene De Beer; Aldridge Frazenburg
Subject: [EX] Mountain Breeze Karavaan Park

Goeie môre Annalene en Aldridge

Ek het jul inligting by Rikus Badenhorst gekry,

Ek glo dat my e-pos wat ek vir hom gestuur het en sy antwoord terug aan my, waarin jul in gesluit is, sal kan help om vir my te help met die nodige inligting.

Ek sal baie graag wil voortgaan met 'n tydelike kontrak indien moontlik, of dalk met die nuwe Bestuur van die park wil saam werk ivm die toekoms van die permanente inwoners.

Ek het baie ondervinding in Gastehuse en Safari Lodges, bestuur asook die finansiele funksies.

Die ander inwoners maak om een of ander rede staat op my, om 'n antwoord/gerus te stel, aan hul te verskaf.

Byvoorbaat dank
Domé Sonnekus
0845181951

APPENDIX 7

Annalene De Beer

From: Rikus Badenhorst
Sent: Tuesday, 29 September 2020 10:01
To: domesonnekus@gmail.com
Cc: Annalene De Beer; Aldridge Frazenburg
Subject: FW: [EX] Mountain Breeze Karavaan Park

Dag Me Sonnekus

Die Direktooraat wat met eiendoms verhuring deel is Corp & Strategic Services, Dir Annalene De Beer – sy sal meer lig kan werp, ek sluit haar en Raadslid Frazenburg in (Rdsl Frazenburg is die Burgemeesters Komitee Lid van die afdeling)



Kind regards, Vriendelike Groete

Cllr. Rikus Badenhorst

Councillor: Ward 21

Mayco Member: Community & Protection Services

T: +27 21 808 8350 Ward Office

T: +27 21 808 8012 Mayco Office C:

+27 82 654 1048

Email:

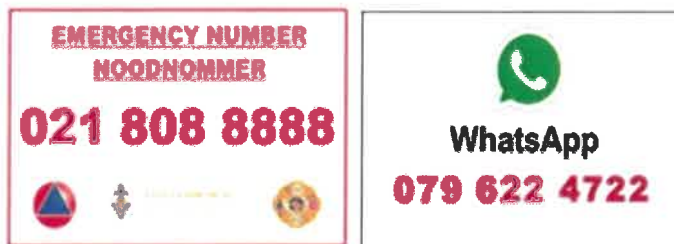
Rikus.Badenhorst@stellenbosch.gov.za

Plein Street, Stellenbosch, 7600

www.stellenbosch.gov.za



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http://www.stellenbosch.gov.za/main_pages/disclaimerpage.htm



From: Dome Sonnekus [mailto:domesonnekus@gmail.com]
Sent: Tuesday, 29 September 2020 09:13
To: Rikus Badenhorst
Subject: [EX] Mountain Breeze Karavaan Park

Goeie môre Rikus

Ek het geen idee met wie moet ek kontak maak nie, maar hoop dat jy my kan leiding gee.

Dit is ivm die voortbestaan van Mountain Breeze Karavaan Park.

Die dame wat nou die kontrak het, het vir die 9 permanente inwoners, op 1 Augustus 2020 kennis gegee dat haar kontrak op 28 Feb 2021 klaar maak en ons moet ons huise afbreek en die perseel ontruim.

Ek het verskeie kere by haar (mev Visser) probeer uitvind wat gaan gebeur, maar sonder sukses.

Daar is van ons wat al 22 jaar plus daar woon en geniet die Bos baie. My eie huis het ek al 18 jaar.

Ons wil baie graag weet of daar al 'n tender uit is en/of 'n tender reeds aan iemand toegestaan is.

Ek is ook bereid om die park op 'n tydelike verlengde kontrak te bestuur (miskien vir 5 jaar).

Almal van ons wat permanent daar woon is langtermyn inwoners en nie 'fly by night' mense nie, aangesien dit ons keuse is om daar te woon.

Ek hoor graan van jou.

Vriendelike groete
Domé Sonnekus
0845181951

APPENDIX 8

Annalene De Beer

From: Piet Smit
Sent: Tuesday, 12 January 2021 08:59
To: Annalene De Beer
Subject: FW: [EX] Mountain Breeze Karavaanpark
Attachments: Budget.xlsx; Mountain Breeze Karavaanpark.docx; FW: [EX] Mountain Breeze Karavaanpark; FW: [EX] Mountain Breeze Karavaanpark

Annalene,

Aangehegte korrespondensie het betrekking.

Soos jy weet verval die huurkontrak van die Mountain Breeze karavaanpark einde Maart, en het die agenda item wat die pad vorentoe moet bepaal, nog nie by die Raad gedien nie, niesteenstaande verskeie versoeke in die verband.

Kan ons asb dringend hierdie versoek bespreek. Alternatiewelik kan ek dit byvoeg by die bestaande agenda item, sodat die Raad een keer oor die saak kan besin.

Ek verwys ook na die versoek van die huidige huurder, waarin sy aansoek doen om die huur te verleng, wat in November aan jou gestuur is.

Ek verneem graag dringend van jou.

Piet

From: Dome Sonnekus [mailto:domesonnekus@gmail.com]
Sent: 12 January 2021 08:42 AM
To: Piet Smit; riaanbadenhorst002@gmail.com
Subject: [EX] Mountain Breeze Karavaanpark

Goeie môre mnr Smit

Ek rig hierdie skrywe na aanleiding van verskeie gespreke met u ivm Mountain Breeze Karavaanpark.

Ilzamarie van Dreyer Prokureurs was reeds by u gedurende Oktober 2020 en Riaan Badenhorst het ook telefonies met u kontak gemaak.

Vind asb aangeheg 'n voorlegging asook 'n voorlopige begroting om moontlik die park te bestuur op 'n maand tot maand basis, totdat Die Raad, geleentheid het om te besluit wat die pad vorentoe gaan wees.

Laat weet asb indien nog inligting benodig word

Vriendelike groete
Domé Sonnekus
0845181951
ns. Die Permanente Inwoners van Mountain Breeze Karavaanpark

Wie dit mag aangaan

1. Onderwerp

Huur van afdelings 528A en 529CC: Mountain Breeze Woonwapark te Stellenbosch.

2. Agtergrond

2.1 Met die oorneem van die huidige Huur Ooreenkoms, deur Mnr en Mev Visser, op 1 April 1991, was die 9 permanente woonhuis reeds opgerig.

2.2 Die huise is opgerig in die vorige huur periode, Stellenbosch Woonwapark CC (Malan)

2.3 Soos u bewus is, eindig die kontrak met huidige huurder op die laaste dag van Maart 2021 en het (Mev J Visser) geen voorneme om die kontrak te verleng nie.

3. Doel van aansoek

3.1 Hiermee word aansoek gedoen om aan die Permanente Inwoners Bestuur, die geleentheid te gee om namens die 9 permanente inwoners van Mountain Breeze Woonwapark, die oord op n maand tot maand basis te bestuur, tot die Raad n besluit geneem het tov Mountain Breeze Woonwapark.

4. Rede

4.1 Dit is vir die permanente inwoners belangrik om n antwoord te kry tov hul verblyf in hul eie huise, aangesien die huidige kontrak houer dreig om die elektrisiteit te laat afskakel op die laaste dag van Maart 2021.

4.2 Indien die Permanente Inwoners Bestuur, toestemming van Die Raad kry, sal dit moontlik wees om huidige Eskom rekening oor te neem.

4.3 Die Permanente Inwoners Bestuur, bestaande uit permanente inwoners, onderneem om die Woonwapark oop te hou en om huidige personeel in diens te hou so vër moontlik.

4.4 Dit is noodsaaklik dat die park instand gehou word en sodoende te verhoed dat negatiewe elemente die huidige toestand van oord benadeel.

4.5 n Mondelikse onderneming vanaf woonwagklubs is gekry waarin hul bevestig het om die park weer in die toekoms te ondersteun.

4.6 Die Permanente Inwoners Bestuur het reeds n Bankrekening geopen waarin enige inkomste van 1 April 2021 wat vanuit Mountain Breeze Woonwapark gegenerereer, inbetaal sal word en dus die Bestuur instaat sal stel om die finansies van die park asook ander uitgawes te betaal.

5. Pleidooi

5.1 Die permanente inwoners voel sterk tov hul posisie hier by Mountain Breeze Woonwapark aangesien van die inwoners al **langer as 33 jaar** hier woonagtig is.

5.2 Die permanente inwoners het ook finansieële uitgawes aangegaan om hul wonings aan te koop en gereeld instand te hou.

5.3 Die permanente inwoners dien alreeds as 'n sekuriteit vir die oord dmv n sekuriteits whatsapp groep wat gebruik word om enige insident onmiddelik aan mekaar te rapporteer.

5.4 Die permanente inwoners bestaan ook 'n verskeidenheid van persone, nl. Blankes, Kleurlinge, pensioenarisse, gestremdes asook baie jong kinders en baba's.

5.5 Van die inwoners het geen ander heenkome nie.

APPENDIX 9

Annalene De Beer

From: Piet Smit
Sent: Friday, 05 February 2021 14:24
To: Annalene De Beer
Subject: FW: [EX] Re: FW: Item Karavaan park

Importance: High

Ter inligting,soos versoek.

Piet

From: mountainbreezeresort@adept.co.za [mailto:mountainbreezeresort@adept.co.za]
Sent: 05 February 2021 01:11 PM
To: Piet Smit
Subject: [EX] Re: FW: Item Karavaan park
Importance: High

D

Goeiedag Piet,

Ek vra om verskoning dat ek nou eers reageer - my internet het probleme gegee - gedink ek was gehack!

Jy moet onthou hierdie park kom al baie jare aan (tagtige jare) en ons het meeste van die huisies "ge erf" en die verblyf het net aangegaan.Ek aanvaar dat die vorige eienaar die nodige toestemming destyds van die Munisipaliteit ontvang het dat n sekere persentasie (10% +) van die persele wel deur langtermyn kampeerders beset kan word.

My man het baie jare terug planne indien vir die een of twee wat bygekom het, maar ek vermoed dat Mnr D Malan destyds die planne sekerlik ook ingedien het.

Julle amptenare kom ook jaarliks by ons aan om die perseel na te gaan vir enige aanbouings ens.

Ek weet vir n feit dat die afgelope 12 jaar geen nuwe huisies oppgerig is nie.

Ons het altyd gese ons kwota is reeds vol, al wou baie persone daar kom bly!

Daar word 'n maandelikse "site levy" gehef ..soos vir kampeerders, die huisies is die individuele persone se eiendom...dit is n redelike los ooreenkoms en daar was nie werklik ernstig klem geplaas op n huurkontrak nie.

My man het destyds - in 2008 , vir elkeen wat daar gewoon het, n Ooreenkoms opgetrek om te teken , maar die inwoners wou nie die ooreenkoms teken nie - behalwe een, howewel elkeen een ontvang het....en daarin is genoem dat die huurtermyn van die grond op 31 Maart 2021 tot n einde kom.

Daar het wel drie nuwe inwoners bygekom, na my man se dood (2009) wat n bestaande houtkonstruksie by die vorige inwoner(s)oorgeneem het (nie n niwe een gebou het nie) en met hulle is daar wel n Ooreenkoms opgetrek en die is geteken.

Ons ontvang geen dienste van die Munisipaliteit nie.

Ek betaal wel Eiendomsbelasting jaarliks, wat opbetaal is , asook Grondhuur, wat opbetaal is tot 31 Maart 2021.

Jy het self met die betrokke amptenaar by die Rekening afdeling die reëling getref dat ek slegs betaal tot 31 Maart 2021.

Niemand kon my tot dusver inlig wat werklik daarna gebeur nie.

Ek noem weereens - dit is n uiters moeilike situasie vir my, die huidige langtermyn inwoners, asook die personeel (sommige woon en werk al tussen 20-30 jaar daar) weens die onsekerhede wat tans heers.

Mountain Breeze Karavaanpark is steeds n besige "ongoing concern" en nie iets wat net in n oogwink toegemaak kan word nie. My gereelde kliente wil ook weet wat aangaan en wat die toekoms van die kamplek is.

Jul begrypende betokkenheid word waardeer.

Vriendelike groete,

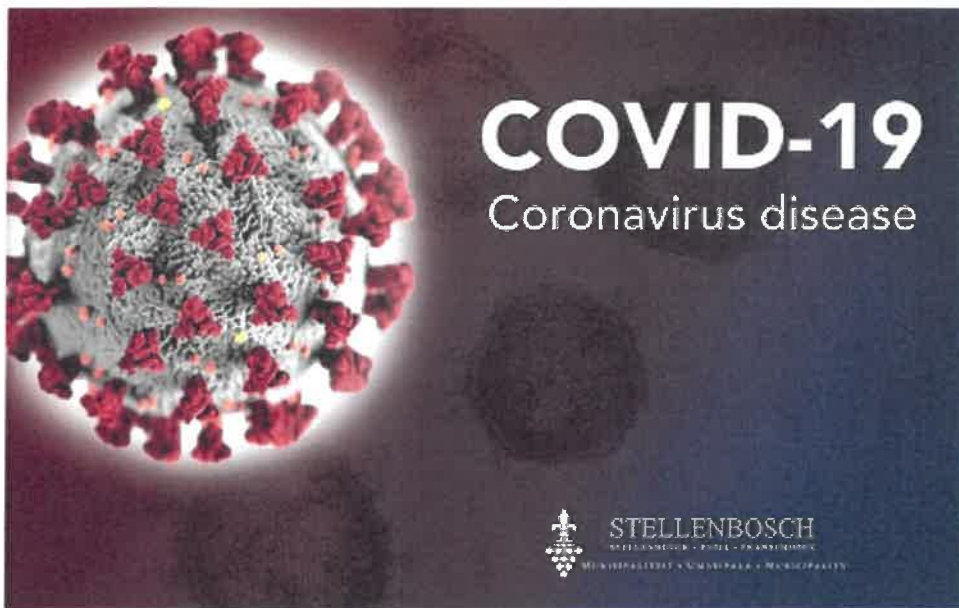
Jeanine Visser

On Tue, 2 Feb 2021 10:05:06 +0000, Piet Smit wrote:

Hi Jeanine,

Sien onderstaande navraag vanaf Annalene. Kan jy moontlik help met die beantwoording hiervan insoverre dit gaan oor die onderverhurings.

Piet



Visit the dedicated COVID-19 page on our municipal website for information on this disease:
<https://www.stellenbosch.gov.za/documents/general>

For official COVID-19 advice, updates and queries:

- National Hotline 0800 029 999
- Provincial Hotline 021 9284102
- WhatsApp 0600 123 456

Stay alert, stay updated and stay safe.



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, Plein Street, Stellenbosch, 7600, South Africa. For more information about Stellenbosch Municipality, please call +2721-808-8111, or visit www.stellenbosch.gov.za

Disclaimer:

The information contained in this communication from piet.smit@stellenbosch.gov.za sent at 2021-02-02 12:05:41 is confidential and may be legally privileged. It is intended solely for use by mountainbreezeresort@adept.co.za and others authorized to receive it. If you are not mountainbreezeresort@adept.co.za you are hereby notified that any disclosure, copying, distribution or taking action in reliance of the contents of this information is strictly prohibited and may be unlawful. Powered by [IOCO](http://www.io.co)

From: Annalene De Beer

Sent: 02 February 2021 11:55 AM

To: Piet Smit; Andre Treurnich; Stiaan Carstens

Cc: Rikus Badenhorst; Aldridge Frazenburg; Anthony Barnes; Geraldine Mettler

Subject: Item Karavaan park

Importance: High

More Piet

1. Wie het toestemming gegee dat die huise in die karavaanpark opgerig kan word?
2. Is daar planning permission verkry?
3. Is daar huurkontrakte met die persone wat in die huise bly?
4. Kan ons ab die afskrifte van die ooreenkomste kry ingevolge waarvan die persone toegelaat is om die huise te bewoon?
5. Het die munisipaliteit toestemming gegee vir die onderverhuring gegee?
6. Betaal die karavaanpark vir dienste en is die rekening op datum insluitend huurrekening?

Die item moet weer voorgelê word aan Mayco so ek het die inligting dringend nodig asb.



Kind regards,

Annalene de Beer

Director: Corporate Services

T: +27 21 808 8018 | C: +27 83 305 3685

Email:

Annalene.deBeer@stellenbosch.gov.za

Plein Street, Stellenbosch, 7600

www.stellenbosch.gov.za



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7.2.5	OPTION TO RENEW LEASE AGREEMENT: FRANSCHHOEK METHODIST CHURCH
-------	--

Collaborator No:

IDP KPA Ref No:

Meeting Date:

Institutional Transformation

17 February 2021

1. SUBJECT: OPTION TO RENEW LEASE AGREEMENT: FRANSCHHOEK METHODIST CHURCH

2. PURPOSE

- a) to inform Council that the Methodist Church has requested to renew their Lease Agreement; and
- b) to get Council approval on the terms and conditions, as provided for in the Lease Agreement.

3. DELEGATED AUTHORITY

The Executive Mayor in consultation with the Executive Mayoral Committee may approve lease agreements with a value of less than R5 million and for less than 10 years. Lease agreements in excess of that must be resolved on by Council.

4. EXECUTIVE SUMMARY

The Franschhoek Methodist Church is leasing a portion of erf 23, Franschhoek from Stellenbosch Municipality since 1995. They requested to buy the property and Council resolved in February 2020 not to sell the land to them. The Lease expired on 31 August 2020. In term so the lease agreement they had an option to request a renewal for a further period of 10 years on terms and conditions to be mutually agreed upon between the parties, no later than 6 months before the expiry of the lease. The church has indicated that they would like to renew the agreement. As it has already expired a new agreement must be entered into. Notice of their option to renew.

5. RECOMMENDATION

For consideration.

6. DISCUSSION/CONTENT

6.1 Background

6.1.1 Lease Agreement

On 29 November 1995 Franschhoek Municipality and the Methodist Church of Franschhoek concluded a 25-year lease agreement with effect from 1 September 1995, in relation to a portion of erf 23, Franschhoek; a copy of which is attached as **APPENDIX 1**.

In terms of clause 25 of the agreement "*The Lessor agrees that the Lessee shall have the option to renew this lease for a further period of up to ten years **on terms and conditions to be mutually agreed between the parties, no later than six months before the expiring of the lease***".

6.1.2 Notice of option to renew

The Methodist Church of Franschhoek has given notice of their option to renew the lease. They further requested that the contract be renewed on the same terms and conditions. A copy of their letter is attached as **APPENDIX 2**.

In terms of clause 25 the parties must, by mutual agreement, agree on the terms and conditions.

A new, monthly rental must be determined, based on an independent valuation being obtained, as provided for in par. 22.1 of the Property Management Policy, which reads as follows: *“In respect of certain categories of immovable properties the Municipality shall be entitled to adopt below market-related tariffs, such as properties lease to non-profit organisations, NGO’s bone fide small farmers etc. “*

6.2. DISCUSSION

6.2.1 Location and context

The facility is situated on a portion of erf 23, Franschhoek, as indicated on Fig 1 and 2 below.



Fig 1: Location and context



Fig 2: Extent of property

6.2.2 Ownership

Ownership of erf 23, Franschhoek, vests with Stellenbosch Municipality by virtue of Title Deed PLF4-7/1927. See Windeed records attached as **APPENDIX 3**.

6.2.3 Improvements

The property has been developed by the church at their cost: The improvements consists of the following buildings:

- Church building: ± 175m²
- Crèche/ECD centre: ±260m²

6.3 Financial Implications

The cost of appointing a valuer. Council will receive the income from the rental.

6.4 Legal Implications

The intention to renew must be advertised for inputs/comments/objections before a final decision can be made in terms of the asset transfer regulations. The recommendations contained in this report comply with Council's policies and all applicable legislation.

6.5 Staff Implications

No additional staff implications.

6.6 Previous / Relevant Council Resolutions

During 2019t church applied to acquire the land from the Municipality. Having considered the matter on 2020-02-26, Council resolved as follows:

RESOLVED (majority vote)

- that Council takes note of the fact that no public inputs/objections/alternative proposals were received; and*
- that Council does not to dispose of the land indicated in Fig 3 to the Franschhoek Methodist Church at this stage.*

6.7 Risk Implications

The risk implications are addressed in the item.

6.8 Comments from Senior Management

6.8.1 Director: Infrastructure Services

None

6.8.2 Director: Planning and Economic Development

From a Development Management perspective there are no comments to the application.

6.8.3 Chief Financial Officer

None

6.8.4 Municipal Manager

Supports the recommendations

ANNEXURES:**ANNEXURE 1: Lease Agreement****ANNEXURE 2: Letter from Methodist Church****ANNEXURE 3: Windeed reports****FOR FURTHER DETAILS CONTACT:**

NAME	Annalene de Beer
POSITION	Director: Corporate Services
DIRECTORATE	Corporate services
CONTACT NUMBERS	021-8088018
E-MAIL ADDRESS	Annalene.deBeer@ Stellenbosch.gov.za
REPORT DATE	10/02/21

APPENDIX 1

12-Sep-2003 11:52

From-STELLENBOSCH-PLAN/DEVELOPMENT

+027218088313

T-870 P.002/000 F-060

Methodist Church

Franschhoek

29/11/1995

MEMORANDUM OF AGREEMENT OF LEASE

Entered into between

THE MUNICIPALITY FOR THE AREA OF FRANSCHHOEK,
herein represented by MEYER SIEBRITS in his capacity as Town Clerk and
as such acting on behalf of the Council of the said Municipality

(hereinafter called the Lessor)

and

THE METHODIST CHURCH OF SOUTHERN AFRICA, FRANSCHHOEK

herein represented by WINSTON MONDE SANQELA

in his capacity as SUPERINTENDENT ^{MINISTER} and as such acting on
behalf of the said Methodist Church of Southern Africa, Franschhoek

(hereinafter called the Lessee)

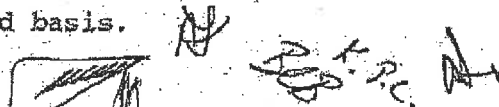
WHEREAS the Lessee has applied to the Lessor for the lease of a piece
of land (hereinafter called the premises) known as a portion of Erf
23 Franschhoek and more fully indicated on the diagram annexed hereto
marked annexure "A" for the purpose of erecting certain buildings
thereon;

AND WHEREAS the Lessor has agreed to lease the said premises to the
Lessee;

NOW THEREFORE the parties agree as follows:

In terms of the authority granted to the Lessor in terms of the Cape
Municipal Ordinance, No. 20 of 1974, as amended, the Lessor herewith
leases to the Lessee the premises subject to the following terms and
conditions:

1. The lease will be for a period of 25 (twenty five) years
calculated from 1st September 1995 or soonest
2. The Lessee shall pay to the Lessor a rental of R240 per year,
which rental will be payable in advance on the first day of this
lease and thereafter on the first day of every successive year,
payable at the offices of the Town Treasurer. The rental will
increase annually from the second year by (10%) which escalation
will be calculated on a compound basis.



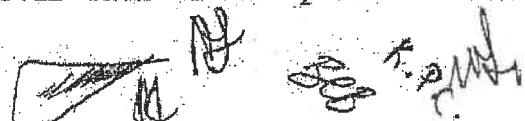
12-Sep-2003 11:52

From: STELLENBOSCH-PLAN/DEVELOPMENT

+027218088313

T-870 P.003/008 F-060

3. Notwithstanding anything else contained herein, this lease will be subject to all the escalations of the Cape Municipal Ordinance, No. 20 of 1974, as amended.
4. This lease will further be subject to all servitudes and conditions if any, presently effective on the premises.
5. The premises and any buildings or other structures presently thereon or which may be erected in the future, shall only be used for religious purposes or any such purposes as the Council may determine from time to time. The Council will have the right to determine the use of the premises, buildings and structures for such period and for such purposes as it may deem necessary.
6. The Lessee must fence the premises with a wire fencing and to such an extent as the Lessor may deem necessary.
7. The Lessee shall not be entitled to sub-lease or cede this agreement or any part thereof without obtaining the Lessor's prior written consent thereto.
8. The Lessee shall not erect any buildings, or effect any improvements or alterations or additions to any building or structure that is presently in existence or will be erected in future in terms of this agreement without the prior written consent of the Lessor. The Lessee shall only have access to the premises along such routes and/or entrances or at such points as may be agreed to in writing between the parties.
9. The Lessee shall not be entitled to display any advertisements signs or notices of any description whatsoever on any part of the premises or on any building or structure erected thereon without the prior written consent of the Lessor.
10. No trees or shrubs on the premises may be pruned or removed without the prior written consent of the Lessor.
11. The Lessee shall at all times be responsible for the proper conduct of everyone on the premises and the maintenance of proper order on the premises and shall not allow any nuisance to be caused to any neighbours or the general public.
12. The Lessee shall not be entitled to remove any soil, clay, gravel, sand or any other substance on or under the surface of the premises or allow such removal without the prior written consent of the Lessor.



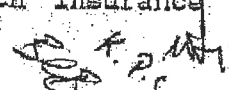
12-Sep-2009 11:53

From-STELLENBOSCH-PLAN/DEVELOPMENT

#027218088313

T-870 P.004/009 F-080

13. The Lessee shall be liable to keep the premises and all buildings, fences and structures thereon in a proper state of repair and fit for the purposes for which it was intended.
14. The Lessor or any of his employees shall at all reasonable times be entitled to enter the premises or any buildings or structures thereon and to inspect such premises, buildings, fences or structures for any defects or damage thereto. The Lessee shall be responsible for effecting such repairs as may be requested by the Lessor within 14 days after receipt of written notice to this effect failing which the Lessor shall be entitled to enter upon the premises and to carry out such repairs as may be necessary and recover the costs thereof from the Lessee.
15. The Lessor shall at all reasonable times be at liberty to enter into or upon the premises without prior notice for the purposes of inspection, maintenance, renewal, cleaning, repair and rebuilding of any building or structure or in relation to dirty sewerage works, water pipes, stormwater drainage, electrical cables or installations or any other Municipal services that the Lessor may now or in future have over the premises. The Lessor furthermore reserves the right to establish any such services without notice to the Lessee.
- The Lessee shall not be entitled to erect any building or structure over such services or to interfere with any such services without the prior written consent of the Lessor and upon such conditions as may be prescribed by the Lessor or any of its employees. The Lessor shall at all times effect such works with due care but shall not be liable for any damage caused to the Lessee in executing such works.
16. If the Lessee dissolves or ceases to exist within the period of 25 years, this agreement shall be terminated forthwith and without any notice. In such case, or upon termination of this agreement the premises, buildings or structures or any other improvements shall revert to the Lessor without payment of any compensation by the Lessor. The Lessor may allow the Lessee to remove such buildings and/or structures that the Lessee may have erected from its own funds and in terms of this agreement.
17. The Lessee undertakes to insure the premises, buildings and structures presently in existence or which may be erected on the premises against any damage or loss caused by fire, stormwater or any other act of God for such amount as the Lessor may from time to time require. The Lessee must cede such insurance

12-Sep-2009 11:53

From-STELLENBOSCH-PLAN/DEVELOPMENT

+02721808813

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policies to the Lessor and must furthermore pay all premiums of such policy as and when it becomes due and furnish proof of such payment to the Lessor whenever requested thereto.

18. The Lessor will be entitled to cancel this agreement upon:

18.1 The rental not being paid within 30 days of the date on which it became payable;

18.2 If the premises, fences, buildings and/or structures thereon are not kept in the proper state of repair;

18.3 If the Lessee fails to comply with any term or condition of this agreement;

18.4 If the Lessee commits any act of insolvency or is sequestrated or liquidated.

In such event the agreement will be deemed to be terminated immediately and will the Lessor shall be entitled to take possession of the premises, fences, buildings and/or structures or any other improvements thereon without payment of any compensation whatsoever to the Lessee and without prejudice to its right to claim any rental that may be in arrear or any damages that the Lessor may have suffered as a result of the Lessee's failure to comply with all the terms and conditions of this agreement.

19. The Lessee shall return the said premises, buildings, fences, structures and other improvements thereon to the Lessor in a satisfactory condition upon the termination of this agreement.

20. The Lessee shall be liable for the payment of all electricity and water consumed on the premises.

21. The Lessee indemnifies the Lessor against all claims, costs, damages and expenses that the Lessor may have in respect of any negligent act by the Lessee, his employees or any person acting under his control. The Lessee hereby chooses his domicilium citandi et executandi for the purposes of the receipt and service of any notice or any other process at the following address:

c/o MR K P COLLINAN
VALERIE VIEW (FARM), FRANSCHHOEK

22. The Lessee hereby consents to the jurisdiction of the Magistrates Court in respect of any claim that may be instituted relating to this agreement.

23. Notwithstanding anything else contained in this agreement the Lessor shall be entitled to take possession of the whole or any part of the premises at any time after the Lessor has given the Lessee at least six months written notice which shall not be given in the first three years of the lease to such effect if the premises or any part thereof should be needed for Municipal or Government use, and the agreement may then be cancelled or amended accordingly. In any such event the Lessor may pay compensation to the Lessee after he has received undisturbed possession of the property in respect of improvements effected by the Lessee on the premises on condition that where only a part of the premises is re-occupied and the remainder is not of such extent that it may be used for the original intention of the Lessee, then the Lessee shall have the option to cancel this lease and to claim compensation for improvements effected on the rest of the premises. The compensation payable in terms of this condition will only be for such improvements as the Lessee may have effected with its own funds and only such improvements as are actually in existence at the time of cancellation of the agreement. The Lessor reserves the right to determine in its own discretion which improvements will pay compensation for according to these conditions and no compensation will in any case be payable if the Lessee has not within one month after completion of such improvements rendered a certified statement showing the actual capital expense to the Lessor. The Lessor shall be entitled if he so chooses, to inspect the Lessee's financial records to verify such a statement. Any compensation payable in terms of this condition shall be calculated according to the following formula:

CX

Y

in which formula C = Capital cost of improvements:

X = Number of calendar months between date of repossession by the Lessor and the date of determination of this agreement in terms of clause 1 hereof:

Y = Calendar months between the date of completion of the improvements and the termination of the agreement in terms of clause 1 hereof.

24. Should the Council at any time decide to sell the said property then it is agreed that the Lessee shall be granted a first refusal to purchase the property.

Handwritten notes:
 MB
 B.B.
 K.P.C.

Handwritten notes and signatures:
 MB
 B.B.
 K.P.C.

12-Sep-2003 11:53

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- 25. The Lessor agrees that the Lessee shall have the option to renew this lease for a further period of up to ten years on terms and conditions to be mutually agreed between the parties no later than six months before the expiry of the lease.
- 26. The Lessor shall at all times be entitled to inspect the books, accounts, records and other documents of the Lessee and the Lessee shall yearly within three months of the closure of its financial year, furnish the Lessor with a copy of its financial statements.

DATED AT FRANSCHHOEK on this 29th day of
NOVEMBER 1995,

AS WITNESSES:

- 1. Baegleburg
- 2. Notaria

[Signature]
 TOWN CLERK

DATED AT _____ on this _____ day of _____
 1995,

AS WITNESSES:

- 1.
- 2.

SECRETARY

DATED AT FRANSCHHOEK on this 17th day of November
 1995.

AS WITNESSES:

- 1. K. P. Cullis
- 2. [Signature]

[Signature]
 CHAIRMAN
 SUPERINTENDENT
 MINISTER

kontrak\meth

APPENDIX 2



FRANSCHHOEK METHODIST CHURCH

Together a Transforming Discipleship Movement Shaped for Mission

1 Bagatelle Street Franschhoek 7690

27 February 2020

Mr. Piet Smit
 Manager- Property Management
 Stellenbosch Municipality
 Stellenbosch
 7600

Dear Mr. Smit

- 1. APPLICATION TO PURCHASE LEASED PROPERTY:
 PORTION OF ERF 23 FRANSCHHOEK**
 - 2. EXERCISE OF OPTION TO RENEW LEASE**
-

I refer to our meeting in Franschhoek today wherein you informed us that Council had decided not to proceed with the sale of the property, which is being used as the Franschhoek Methodist Church, despite having previously decided in principal to sell the property to the Church.

We have not been provided with any reasons for the decision not to proceed with the sale and would be grateful if you could request Council to provide us with such reasons.

In the circumstances we wish to exercise our option in terms of Clause 24 of the Memorandum of Lease Agreement between the Municipality for the Area of Franschhoek as lessor and the Methodist Church of Southern Africa, Franschhoek, as lessee, dated 29th November 1995.

The option that is being exercised is for renewing the lease for a further period of 10 (ten) years from 1st September 2020 and we wish to request that the renewal be upon the same terms as contained in the existing lease.

We wish to further request that an option be included in the new lease agreement for the Church to purchase the property upon such terms as may be agreed between the parties at the time of exercise of the option, provided that the option price shall be the sum of R315,000 (Three Hundred and Fifteen Thousand Rand) which shall be adjusted annually on

27 February 2020

Mr. Piet Smit
Stellenbosch Municipality

the anniversary of the lease at a rate equivalent to the increase or decrease in the Consumer Price Index.

Yours sincerely

Nick Norman

NICK NORMAN
FRANSCHHOEK METHODIST CHURCH

APPENDIX 3

WinDeed Database Deeds Office Property

windeed
A LexisNexis® Product

FRANSCHHOEK, 23, 0 (REMAINING EXTENT) (CAPE TOWN)

GENERAL INFORMATION

Date Requested	2020/03/20 08:22
Deeds Office	CAPE TOWN
Information Source	WINDEED DATABASE
Reference	-

**PROPERTY INFORMATION**

Property Type	ERF
Erf Number	23
Portion Number	0 (REMAINING EXTENT)
Township	FRANSCHHOEK
Local Authority	FRANSCHHOEK MUN
Registration Division	NOT AVAILABLE
Province	WESTERN CAPE
Diagram Deed	PLF4-7/1927
Extent	1628.3467H
Previous Description	-
LPI Code	C05500030000002300000

OWNER INFORMATION**Owner 1 of 2**

Type	LOCAL AUTHORITY
Name	MUN STELLENBOSCH
ID / Reg. Number	-
Title Deed	PLF4-7/1927
Registration Date	1927/11/17
Purchase Price (R)	SECT 16
Purchase Date	-
Share	0.00
Microfilm	2007 0781 1348
Multiple Properties	NO
Multiple Owners	NO

Owner 2 of 2

Type	LOCAL AUTHORITY
Name	MUN STELLENBOSCH
ID / Reg. Number	-
Title Deed	T104071/2001
Registration Date	2001/12/21
Purchase Price (R)	TRANSFER BY ENDORSEMENT
Purchase Date	-
Share	0.00
Microfilm	2002 0118 3439
Multiple Properties	NO
Multiple Owners	NO

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	PLANNING, LOCAL ECONOMIC DEVELOPMENT AND TOURISM: (PC: CLLR E GROENEWALD (MS))
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NONE

7.8	RURAL MANAGEMENT: (PC: CLLR S PETERS)
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NONE

7.9	YOUTH, SPORT AND CULTURE: (PC:)
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NONE

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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NONE