

ITEMS

7.3	CORPORATE SERVICES: (PC: CLLR L NKAMISA)
7.3.5	FEEDBACK REPORT: REQUEST FOR A LONGER-TERM LEASE AGREEMENT: STELLENBOSCH FLYING CLUB AFTER PUBLIC PARTICIPATION PROCESS

Collaborator No:

IDP KPA Ref No:

Good Governance

Meeting Date:

19 February 2025

1. SUBJECT: FEEDBACK REPORT: REQUEST FOR A LONGER-TERM LEASE AGREEMENT: STELLENBOSCH FLYING CLUB AFTER PUBLIC PARTICIPATION PROCESS

2. PURPOSE

To provide feedback to Council of the feedback and comments received from the public after a public participation process was followed. For Council to take an in-principle decision on the application to extend the lease agreement.

3. DELEGATED AUTHORITY

Council.

4. EXECUTIVE SUMMARY

Stellenbosch Municipality concluded a Lease Agreement with the Stellenbosch Flying Club on 10 February 1992, which agreement expired on 21 March 2021. At that stage the club applied for a 30-year lease agreement and the matter was before Council in August 2020. Council approved a lease agreement for a further 9 years 11 months with certain other requirements. A lease agreement was entered into which is valid from 1 April 2021 until 28 February 2031.

The Stellenbosch Flying Club has filed another application for a 30-year lease agreement in August 2024. The application was before Council on 30 October 2024 where it was resolved that, *inter alia*, a Public Participation Process should be followed calling on the public to provide comments, inputs or alternative proposals before Council will consider the request to extend the lease period. The Information Statement was approved by Council. The Official Notice was published in Die Burger on 13 December 2024 and Eikestad Nuus on 12 December 2024 with a closing date of 7 February 2025 and several comments were received from the public – 6.2.4 below.

If Council approves the extension of the lease for a period longer than 10 years (current contract 9 years and 11 months from date of signature) an information statement must be approved and published to indicate Council's intention to lease it, the period of the lease and the rental amount as well as the escalation that will take place. The public then again has the opportunity to comment, and the views of National and Provincial

treasury will have to be solicited. After the closure of the comment period the item will return to Council to make a final decision after considering the comments.

As the application is not clear on how the 30 years will be calculated Council must pronounce on the period (30 years or less) and whether that period runs from the date of a new lease agreement, cancelling the current agreement with the signature of the new lease agreement or the period that is determined beginning on 1 March 2031 (end of current agreement) of the determined period that runs concurrent with the existing agreement.

5. RECOMMENDATIONS

- (a) that Council takes note of the Official Notice which was published in Die Burger on 13 December 2024 in Eikestad Nuus on 12 December 2024;
- (b) that Council consider the inputs received from the members of the public during the public participation process; and
- (c) that Council consider the application to extend the lease agreement

6. DISCUSSION / CONTENT

6.1 Background

6.1.1 Existing lease agreement

Since 1973 the Stellenbosch Flying Club is leasing a portion of land, approximately 28.2ha in extent) from Stellenbosch Municipality. The current lease agreement is valid until the last day of February 2031. A copy of the agreement is attached as **APPENDIX 1**.

6.1.2 Application for renewal of Lease Agreement

Hereto attached as **APPENDIX 2** a self-explanatory letter received from the Stellenbosch Flying Club, dated 13 August 2024 wherein they request a longer lease term. In October 2024 Council resolved that it will only consider the application after a public participation process has been followed and approved an Information Statement for publication.

6.2 Discussion

6.2.1 Locality and context

The locality of the Stellenbosch Airfield is indicated on Fig 1 below.



Fig 1: Location and regional context

6.2.2 Services

The Stellenbosch Airfield has been operating since the early 1900's and over time the required infrastructure and services to operate an airfield of this nature has been acquired. The full complement of municipal services is available.

6.2.3 Ownership

The ownership of Farm 502 vests with Stellenbosch Municipality.

6.2.4 Public Participation Process and Comments Received:

An Official Notice was published in Die Burger on 13 December 2024 and in Eikestad Nuus on 12 December 2024 calling on the public to provide comments, inputs or alternative proposals before 7 February 2025. A copy of the advertisement is attached hereto as **APPENDIX 3 and 3.1** Several comments were received which are attached to the item and summarised hereunder. Some of the comments only reached the Municipality after the closing date, however, to ensure that Council makes an informed decision and has all of the facts it was decided to include all comments received until close of business on 12 February 2025. Comments received after this date is not included as the agenda needed to be finalised. As a rule, we would not include comments received after the closure date.

APPENDIX 4 - Jill Steenkamp:

Mrs. Steenkamp indicates that she does not have an issue with the extension of the lease agreement however she does feel that the suggested period is a long period during which many unforeseen changes may occur, and she will oppose the proposal on those grounds. She states that residents of Die Boord, Paradyskloof and De Zalze are seriously concerned about and angered by the increase in air traffic over these

areas stating that it causes stress and anxiety to the residents and domestic pets. She further states that there has been a decrease in bird life in the area. She states that the noise starts extremely early, continues all day and only ceases after dark on most days. The remainder of the complaint strongly emphasises the issue the residents have with the noise caused by the aircrafts and helicopters.

Appendix 5 - Franklin Adams:

Mr. Adams starts his objection with a summary of the history of South Africa from 1652, to the NP taking over in 1948 and the 50-year lease agreements from 1991. He raises objections about several properties, including that of the Flying club – Farm 502L. Mr. Adams objects against the property going out on tender because he does not believe it will economically benefit on a sustainable basis the Previously Disadvantaged Individuals. He believes that this decision will primarily protect the status quo that will not be in the interest of economic justice. He suggests that the Municipality should follow the prescribe of the Municipal Finances Management Act and follow an open, equitable and transparent process. In the alternative he suggests that the tender should secure at least a 30% BEE partnership consisting of local residence within WC024 residing here for more than 10 years.

It is important to note that there is no proposed tender for this portion of land, nor is there an intention to dispose of the property permanently. Long term rights through a long-term lease does meet the definition of disposal in terms of the MFMA and regulations, but with a long term lease the property remains the asset of the Municipality. It must also be noted that in a tender process the BEE component is 80/20 (less than R50 Million value) or 90/10 (more than R50 million value) by virtue of the Supply Chain Management Policy approved by Council.

Appendix 6 - John Andrews:

Mr. Andrews objects against several items currently out for public participation, including the proposed extension of the lease agreement of Farm 502L. He states that he is concerned that this lease may compromise the Municipality's control over this asset and potentially lead to unintended consequences. He suggests that there should be further consultation with the community. He requests that the Municipality provides more information, conducts public hearings and consider alternative options that prioritize community benefit and public interest.

Appendix 7 - United Sovereign Cape Kingdoms:

They state that they are very unhappy as they feel that the Municipality does not take the community of Stellenbosch in consideration when discussions and decisions affecting the community are taken. They object on the basis that there was a lack of public participation, no transparency, fair participation, non-disclose, proposals for leases and disclosure of information. This objection was late – received on 12 February 2025.

It is important to note that the advertisements were placed on 12 and 13 December respectively and that a longer timeframe was provided for comments and inputs due to the fact that it was over the December period.

Appendix 8 - Comments from Sylvia Bell:

Mrs. Bell is of the opinion that the public participation time frame is not efficient. She claims that she became aware of this in the Eikestad Nuus on Friday 31 January 2025 and she requests that the Municipality extend the timeframe for the comments.

It is important to note that the advertisements were placed on 12 and 13 December respectively and that a longer timeframe was provided for comments and inputs due to the fact that it was over the December period.

6.2.5 Legal requirements**6.2.5.1 Asset Transfer Regulations****6.2.5.1.1 Granting of rights to use, control or manage a capital asset**

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.

*Please note that, for the purpose of this report, it will be assumed that the property falls within this category, i.e. value in excess of R10M. According to the General Valuation of 2017 the total Municipal valuation of the property is R20,339 million including a business category portion valued at R17,519 million.

- 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.

6.2.5.1.2 Public participation process for granting of long-term rights

In terms of Regulation 35, if a Municipal Council has in terms of Regulation 34(3)(a) authorised the Accounting Officer to conduct a public participation process ... the Accounting Officer must, at least 30 days before the meeting of the Municipal Council at which the decision referred to in Sub-regulation (1)(b) is to be considered (i.e. in principle decision)

- a) In accordance with Section 21A of the Municipal Systems Act:
 - i) Make public the proposal to grant the relevant right together with the Information Statement referred to in Reg 34(3)(b); and
 - ii) invite the local community and interested persons to submit to the municipality comments or representations in respect of the proposed granting of the right; and
- b) solicit the views and recommendations of National Treasury or the relevant Provincial Treasury on the matter

6.2.5.1.3 Consideration of proposals

In terms of Regulation 36, the Municipal Council must, when considering the approval of any such right, 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

6.2.5.1.4 Conditional approval of rights

In terms of Regulation 40, an approval in principle in terms of Regulation 34(1) (b) that a right to use, control or manage a capital asset may be granted, may be given subject to any conditions, including conditions specifying: -

- a) The type of right that may be granted, the period for which it is to be granted and the way in which it is to be granted;
- b) The minimum compensation to be paid for the right, and
- c) A framework within which direct negotiations *for the granting of the right must be conducted if applicable

6.2.5.1.5 Granting of rights to be in accordance with disposal management system

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

- a) the value of the asset; or
- b) the period for which the right is granted; or
- c) whether the right is to be granted to a private sector party or organ of state.

*The Policy on the Management of Council-owned property is regarded as the Municipality's Disposal management System. (See paragraph 6.2.4.2, below).

6.2.5.2 Policy on the Management of Council owned property**6.2.5.2.1 Competitive process**

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.

6.2.5.2.2 Deviation from competitive process

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. However, should any objections, be

received from potential, competitive bidders, then a public competitive process must be followed.

The advertisement referred to above should also be served on adjoining landowners, where the Municipal Manager is of the opinion that such transaction may have a detrimental effect on such adjoining land owner(s):

- 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.

6.2.6 Motivation for entering into a long-term lease agreement

The Stellenbosch Flying Club has leased the property from the Municipality since 1973. In the intervening period the club has grown substantially and added significant value to the property including the construction of a runway and associated taxiways, hangars, a clubhouse and flight school and installation of all associated electrical, water, sewerage and roads infrastructure. The result is that today there is an excellent, local airfield

serving the various needs of not only the local recreational flying fraternity, but the greater Stellenbosch and regional community with top class flight training centres, an

accredited aircraft maintenance facility and base for the essential services provide by Working on Fire during the Western Cape fire season.

The facility is very well managed by an extremely competent team drawn from its membership of around 600 persons which includes professionals in a variety of fields such as private, airline and emergency services pilots, medical, finance and business professionals. The combination of skills ensures that a high level of management effectiveness and good governance oversight is maintained which makes for an efficient resource which meets the high standards set by the South African Civil Aviation Authority for an airfield of this nature.

The club and its membership have made a significant investment to get the club and the airfield to where it is today, and naturally they are anxious to ensure that this facility, it's availability to the Stellenbosch region and their use thereof continue for many years to come.

The continued existence of the Stellenbosch Flying Club on this site not only ensures that the facility remains for the use of aviators but is also ensures the continued employment of approximately 25 local persons from a variety of backgrounds who are employed by the Club, the Club's flight training school, the Stellenbosch Flying Academy and Stellair, the on-site, licenced aircraft maintenance facility.

Of even greater importance to the region is the essential emergency response service hosted here in the form of Working on Fire who have been instructed by the South African Civil Aviation Authority to establish a permanent maintenance facility in the Western Cape for their fleet of helicopters and fixed wing firefighting aircraft.

What is essential to the Stellenbosch Flying Club to enter into a long term lease with the Stellenbosch Municipality, is so there can be stability and security for the other entities like Working on Fire, the company that is involved in the servicing of the planes so these entities have the assurances that they need, in order to make a substantial investment to construct the facilities that they require to comply with the directive from the South African Civil Aviation Authority.

If one considers the track record the Club has as a tenant of the Municipality and as the operator of a highly efficient airfield, they believe that it is in the interest of the Municipality and the region to continue with the relationship with the Stellenbosch Flying Club through a new agreement. They acknowledge that the new agreement would be subject to review and revision as appropriate from time to time.

6.3 Financial Implications

A market related rental will have to be determined by a valuator. The current lease agreement is for R30 080.00 (including VAT) but has escalated by 6% yearly from March 2022.

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

On 30 April 2015 Council resolved as follows:

RESOLVED (majority vote)

- (a) that Council confirm in terms of Section 14 of the MFMA that the land, unregistered Portion L of Stellenbosch Farm 502, is required for the provision of essential services (the on-going operation of an airport) and that the extension of the long-term lease of the land be actively pursued for airport operational purposes;
- (b) that the Municipal Manager be authorised to conduct the required public participation and other processes for the disposal of unregistered Portion L of Stellenbosch Farm 502 for airport operational purposes through a long-term lease;
- (c) that Council confirms the market related rental value of unregistered Portion L of Stellenbosch Farm 502, is R70 988,59 (2015) per annum plus all costs incidental and annual increases; and
- (d) that the Directors: Planning and Economic Development and Settlements and Property Management be jointly tasked with the management of the project and that quarterly feedback on progress be given to Council".

The decision, however, was never implemented.

37th COUNCIL MEETING: 2020-08-24: ITEM 11.2.1

RESOLVED

- a) that Council takes note of the public participation process that was followed in terms of the Asset Transfer Regulations;
- b) that Council considered the inputs that were received during the public participation process in terms of Section 35 of the Asset Transfer Regulations;
- c) that Council confirms that the land in question, i.e. portion : of Farm 502, Stellenbosch, be identified as land note needed for the municipality's own use during the period for which the right is to be granted;
- d) that Council, in principle, approves a term Lease Agreement on the basis of a private treaty agreement as provided for in Regulation 34(1)(b) of the Asset Transfer Regulations, read with paragraph 9.2.2.1 (1) of the Policy on Management of Council owned property for a period of 9 years 11 months;
- e) that the lease agreement is subject to the Lessee reaching agreement with Working on Fire and Provincial Department of Education in regard to their needs and may enter into sub-lease agreements with both entities as well as other entities linked to providing services to the airfield;

- f) that a new market related lease amount be determined, based on an independent valuation being obtained with escalation of CPI per year for a duration of the agreement;
- g) that Council approves the option of a renewal of the lease agreement for a further period equal to the lease agreement now proposed and;
- h) that Council's in principle approval be advertised for comments/inputs/alternative proposals, and that any inputs in regard thereto be placed before council before a final decision is made.

40th COUNCIL MEETING: 2021-01-27: ITEM 11.2.3**RESOLVED**

- a) that Council takes note of the inputs received by 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 monthly 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 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 pay taxes and services punctually.

26TH COUNCIL MEETING: 2024-10-30: ITEM 10.3.5**RESOLVED**

- (a) that Council approves the Information Statement attached to the item for publication;
- (b) that Council only considered the approval of an extension of the current agreement beyond 10 years after a public participation process and the input from National and Provincial treasury is obtained; and
- (c) that, following the public participation process a report be submitted to Council in order to in principle consider the request of the Flying Club for a further lease.

6.7 Risk Implications

The risks are addressed in the item.

6.8 Comments from Senior Management

The item was not circulated for comments as it is a return item.

6.8.1 Municipal Manager

Notes the comments.

ANNEXURES:

Annexure 1: Flying Club Lease agreement

Annexure 2: Letter from Stellenbosch Flying Club

Annexure 3 and 3.1: Advertisement

Annexure 4: Objection: Jill Steenkamp

Annexure 5: Objection: Franklin Adams

Annexure 6: Objection: Johan Andrews

Annexure 7: Objection: United Sovereign Cape Kingdoms

Annexure 8: Objection: Sylvia Bell

FOR FURTHER DETAILS CONTACT:

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REPORT DATE	2025/02/12

APPENDIX 1



STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

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1/4/2021

- 28/2/2031

LEASE AGREEMENT

Entered into by and between

STELLENBOSCH MUNICIPALITY

Herein represented by **GARALDINE METTLER** in her capacity as
Municipal Manager, being duly authorised (herein after called the **LESSOR**)

AND

STELLENBOSCH FLYING CLUB

Herein represented by **Dr Jurie Steyn** being duly authorised (herein after called the **LESSEE**)

For the lease of Lease area 502L, being a portion of Farm 502, Stellenbosch measuring approximately 28.2ha in extent (herein after called the **PROPERTY**).

1. PARTIES

1.1 The parties to this lease are:-

1.1.1 (Stellenbosch Municipality) ("the **LESSOR**"); and

1.1.2 (*Stellenbosch Flying Club*) ("the **LESSEE**").

2. INTERPRETATION

2.1 In this lease agreement, except in a context indicating that some other meaning is intended,

2.1.1 "*the Lease Period*" means the period for which this lease subsists,

2.1.2 "*month*" means a calendar month, and more specifically;

2.1.2.1 in reference to a number of months from a specific date, a calendar month commencing on that date or the same date of any subsequent month; and

- 2.1.2.2 In any other context, a month of the calendar, that is, one of the 12 months of the calendar, and "monthly" has the corresponding meaning;
- 2.1.3 "*the parties*" means the parties to this lease, and "party" means one of them;
- 2.1.4 "*the PROPERTY*" means Lease Area 502L, Stellenbosch,
- 2.1.5 "*the Rates*" means the assessment rates payable on the **PROPERTY** and includes but is not limited to, refuse removal charges and sanitary fees;
- 2.1.6 "*the Premises*" has the same meaning as the **PROPERTY**;
- 2.1.7 "*year*" means a period of 12 consecutive months, and "*yearly*" refers to a year commencing on the date on which the lease comes into operation or any anniversary of that date;
- 2.1.8 references to notices, statements and other communications by or from the **LESSOR** include notices by or from the **LESSOR's** agent;
- 2.1.9 expressions in the singular also denote the plural, and vice versa;
- 2.1.10 words and phrases denoting natural persons refer also to juristic persons, and vice versa; and
- 2.1.11 pronouns of any gender include the corresponding pronouns of the other genders.
- 2.2 Any provision of this lease imposing a restraint, prohibition or restriction on the **LESSEE** shall be so construed that the **LESSEE** is not only bound to comply therewith but is also obliged to procure that the same restraint, prohibition or restriction is observed by everybody occupying or entering the Premises or any other part of the **PROPERTY** through, under, by arrangement with, or at the invitation of, the **LESSEE**, including (without limiting the generality of this provision) its Associates and the directors, members, officers, employees, agents, customers and invitees of the **LESSEE** or its Associates.
- 2.3 Clause headings appear in this lease for purposes of reference only and shall not influence the proper interpretation of the subject matter.
- 2.4 This lease shall be interpreted and applied in accordance with South African law.

3. LETTING AND HIRING

- 3.1 The **LESSOR** lets and the **LESSEE** hires the Premises on the terms of this lease.

Handwritten signature and initials, possibly 'A. G.' and 'S. X.', located at the bottom right of the page.

4. DURATION

- 4.1 This lease has come into operation on 01 April 2021, notwithstanding date of signature and shall subsist for 9 years and 11 months with an option to renew the agreement after the initial period, subject to clause 4.2 and 4.3.
- 4.2 Notwithstanding the above, should the LESSOR require the property for any *bona fide* municipal purposes, this agreement can be terminated by giving the LESSEE 12 months written notice, in which event the LESSEE will have no claim for compensation or otherwise against the LESSOR.
- 4.3 Notwithstanding the above, should the LESSEE want to terminate the agreement for whatever reason, it can do so by giving the LESSOR 12 months written notice, in which event the LESSOR will have no claim for compensation or otherwise against the LESSEE.

5. RENT

- 5.1 The rent shall be
 - 5.1.1 R30 080.00 (Inclusive of VAT) per month for the period ending 31 March 2022, and
 - 5.1.2 shall thereafter, on the 1st of July of each year escalate by 6%. The first escalation to take place in 2022.

6. PAYMENTS

- 6.1 The rent payable by the LESSEE to the LESSOR in terms of this Agreement shall be payable monthly in advance on or before the 7th day of each month free of exchange at such address or by electronic funds transfer as directed by the LESSOR in writing from time to time.
- 6.2 The LESSOR shall have the right, notwithstanding any instruction given by the LESSEE, to appropriate any amount paid by the LESSEE hereunder to whatsoever indebtedness of the LESSEE as the LESSOR may decide upon in its absolute discretion.

7. RATES

- 7.1 The LESSEE will also be responsible for the payment of rates and taxes on the property, including the annual levies in relation to refuse removal and sewer connection(s), where applicable.

8. ADDITIONAL CHARGES

- 8.1 In addition to paying the rent and rates, the LESSEE shall reimburse the LESSOR, monthly in arrear, within 7 (seven) days after receiving an account from the LESSOR reflecting the amount(s) so payable.

Handwritten signature and initials, possibly 'GNA' or similar, with a large flourish.

9. INSURANCE

- 9.1 The LESSEE shall not keep or do in or about the Premises anything which is liable to enhance any of the risks against which the Property is insured for the time being to the extent that such insurance is rendered void or voidable or the premiums of such insurance are, or become liable to be increased.
- 9.2 The LESSOR must insure the Property against risks for the duration of the Lease Period.
- 9.3 The LESSEE will be responsible to ensure the buildings on the Property as well as the content of the buildings, at their own cost.

10. SUB-LETTING AND RELATED MATTERS

- 10.1 The LESSEE may, without the LESSOR's prior written consent:
 - 10.1.1 sub-let any part of the PREMISES for any aviation related purpose including but not limited to aviation maintenance organisations, fire-fighting and other emergency services, aviation related training and education and the owners of hangars located at the Stellenbosch Airfield but not owned by the Stellenbosch Flying Club.
 - 10.1.2 A copy of all pre-approved sub-lease agreements shall be lodged with the Lessor;
 - 10.2.3 All other sub-lease agreements must be approved by the Lessor and a copy of the agreement submitted to the Lessor.
- 10.2 Should the LESSEE wish to sub-let the whole or any part of the PREMISES at any time during the currency of the Lease, for any other purpose than the LESSEE shall apply to the LESSOR in writing for its consent thereto given, in regard to the proposed sub-lease, the name of the sub-tenant, the guarantors if any of the sub-tenant date of commencement, the duration of the proposed sub-lease, the exact premises and the consideration payable thereunder. The LESSOR at its option may:
 - 10.2.1 consent to the sub-lease, in which case the LESSEE may on receipt of written confirmation by the LESSEE sub-let the PREMISES or part thereof as the case may be in accordance with the written application submitted to the LESSOR in terms of this Clause 10.2, or
 - 10.2.2 provided the proposed sub-tenant wishes to lease the whole of the PREMISES, give the LESSEE written notice of its intention to enter into a direct lease with the proposed sub-tenant in which event on the commencement date of the new written lease entered into between the LESSOR and the proposed sub-tenant this Lease shall be cancelled and of no further force or effect.

provided that such cancellation shall in no way detract from the LESSOR's rights to enforce performance of any obligations of the LESSEE arising, prior to the date of cancellation, or the LESSOR's rights to recover arrear payments from the LESSEE.

11. ACCESS TO THE LEASED PROPERTY

- 11.1** It is specifically recorded that all vehicular access to the leased land is currently provided from the R44 via an access road situated on municipal land. In the event that the current access road, for whatever reason, is closed, or need to be relocated, the Parties will endeavour to find alternative access over municipal land, subject thereto that the Provincial Roads Engineer is amenable to such alternative arrangements.

12. IMPROVEMENTS

- 12.1** The LESSEE shall not make any alterations or additions to the Premises without the LESSOR's prior written consent.
- 12.2** If the LESSEE does alter, add to, or improve the Premises in any way, whether in breach of clause 14.1 or not, the LESSEE shall, if so required in writing by the LESSOR, restore the Premises on the termination of this lease to their condition as it was prior to such alteration, addition or improvement having been made. The LESSOR's requirement in this regard may be communicated to the LESSEE at any time, but not later than the (30th) day after the LESSEE has delivered up the Premises pursuant to the termination of this lease; and clause 12.2 shall not be construed as excluding any other or further remedy which the LESSOR may have in consequence of a breach by the LESSEE of clause 14.1.
- 12.3** Save for any improvement which is removed from the Premises as required by the LESSOR in terms of clause 12.2, all improvements made to the Premises shall belong to the LESSOR and may not be removed from the Premises at any time. The LESSEE shall not, whatever the circumstances, have any claim against the LESSOR for compensation for any improvement to the Premises

13. EXCLUSION OF LESSOR FROM CERTAIN LIABILITY AND INDEMNITY

- 13.1** The LESSEE shall have no claim for damages against the LESSOR and may not withhold or delay any payment due to the LESSOR by reason directly or indirectly of
- 13.1.1** a breach by the LESSOR of any of its obligations under this lease;
- 13.1.2** any act or omission of the LESSOR or any agent or servant of, or contractor to, the LESSOR, whether or not negligent, wilfully wrongful, or otherwise actionable at law, and including (without limiting the generality of the foregoing) any act or omission of any

aug 11

cleaner, maintenance person, handyman, artisan, labourer, workman, watchman, guard, or caretaker;

13.1.3 the condition or state of repair at any time of the **PROPERTY**, or any part of the **PROPERTY**;

13.1.4 any failure or suspension of, or any interruption in, the supply of water, electricity, air-conditioning, heating, or any other amenity or service to the Premises or the **PROPERTY** (including, without generality being limited, any cleaning service), whatever the cause;

13.2 The **LESSOR** shall not, however, be excused from specific performance of any of its obligations under this lease, whether express or implied, and particularly (but not only) its obligations to afford the **LESSEE** occupation and enjoyment of the Premises as contemplated by this lease and to carry out such maintenance and repairs as are Incumbent upon the **LESSOR** in terms hereof; and if the **LESSOR** fails to carry out any such obligation of maintenance or repair with reasonable speed or efficiency, and persists in such default after reasonable notice in writing requiring that it be remedied, the **LESSEE** may cause the necessary maintenance or repair (including any incidental or necessary replacement) to be carried out and may then recover the reasonable cost thereof from the **LESSOR** on demand.

13.3 The **LESSOR** does not warrant that the Premises are suitable for the purposes of the **LESSEE** or any of its Associates or that the **LESSEE** or any of its Associates will be granted any licence or consent which may be necessary for the carrying on of any business or activity in the Premises.

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

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

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

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

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

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

Handwritten signature and initials, possibly 'JH' and 'GJ', in the bottom right corner.

- 15.2 If the Premises are significantly damaged but can still be beneficially occupied, this lease shall remain in force and the LESSOR shall repair the damage without undue delay but the rent shall be abated so as to compensate the LESSEE fairly for the effects of the damage and repair work on the enjoyment of the Premises. Failing agreement on such abatement or on the applicability of this clause to any particular circumstances, the matter shall be referred to an expert appointed by the parties jointly or, if they do not agree on such appointment, nominated by the President for the time being of The Institute of Estate Agents of South Africa, and the decision of such expert shall be final and binding. The expert's fees and disbursements, including any inspection costs, shall be borne and paid by the parties in equal shares. Pending determination of the abatement the LESSEE shall continue to pay the full rent for the Premises as if they had not been damaged and as soon as the matter has been resolved the LESSOR shall make the appropriate repayment to the LESSEE.
- 15.3 If any damage to the Premises or the destruction thereof is caused by an act or omission for which either party is responsible in terms of this lease or in law, the other party shall not be precluded by reason of any of the foregoing provisions of this clause from exercising or pursuing any alternative or additional right of action or remedy available to the latter party under the circumstances (whether in terms of this lease or in law).

16. SPECIAL REMEDY FOR BREACH

- 16.1 Should the LESSEE default in any payment due under this lease or be in breach of its terms in any other way, and fail to remedy such default or breach within 14 days after receiving a written demand that it be remedied, the LESSOR shall be entitled, without prejudice to any alternative or additional right of action or remedy available to the LESSOR under the circumstances, to cancel this lease with immediate effect, be repossessed of the Premises, and recover from the LESSEE damages for the default or breach and the cancellation of this lease.
- 16.2 In the event of the LESSOR having cancelled this lease justifiably but the LESSEE remaining in occupation of the Premises, with or without disputing the cancellation, and continuing to tender payments of rent and any other amounts which would have been payable to the LESSOR but for the cancellation, the LESSOR may accept such payments without prejudice to and without affecting the cancellation, in all respects as if they had been payments on account of the damages suffered by the LESSOR by reason of the unlawful holding over on the part of the LESSEE.

17. NEW TENANTS AND PURCHASERS

- 17.1 The LESSEE shall at all reasonable times:-

17.1.1 during the Lease Period, allow prospective purchasers of the PROPERTY or of any shares or other interests in the LESSOR; and

- 17.1.2 during the last (3) months of the Lease Period, allow prospective tenants or purchasers of the Premises, to enter and view the interior of the Premises.

18. DOMICILIA AND NOTICES

- 18.1 The parties choose as their *domicilia citandi et executandi* the addresses mentioned in clause 16.2, provided that such *domicilium* of either party may be changed by written notice from such party to the other party with effect from the date of receipt or deemed receipt by the latter of such notice.

18.2

18.2.1 The LESSOR:

The office of the Municipal Manager

Town Hall Complex
Plein Street
STELLENBOSCH

18.2.2 The LESSEE:

STELLENBOSCH FLYING CLUB
AERODROME ROAD
OFF THE R44, STELLENBOSCH

- 18.3 Any notice, acceptance, demand or other communication properly addressed by either party to the other party at the latter's *domicilium* in terms hereof for the time being and sent by prepaid registered post shall be deemed to be received by the latter on the 5th business day following the date of posting thereof. This provision shall not be construed as precluding the utilisation of other means and methods (including telefacsimile) for the transmission or delivery of notices, acceptances, demands and other communications, but no presumption of delivery shall arise if any such other means or method is used.

19. WHOLE AGREEMENT

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

Handwritten signature and initials, possibly 'Jm' and 'A', with a diagonal line through them.

20. NON-WAIVER

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

21. WARRANTY OF AUTHORITY

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

22. SALE OF PREMISES

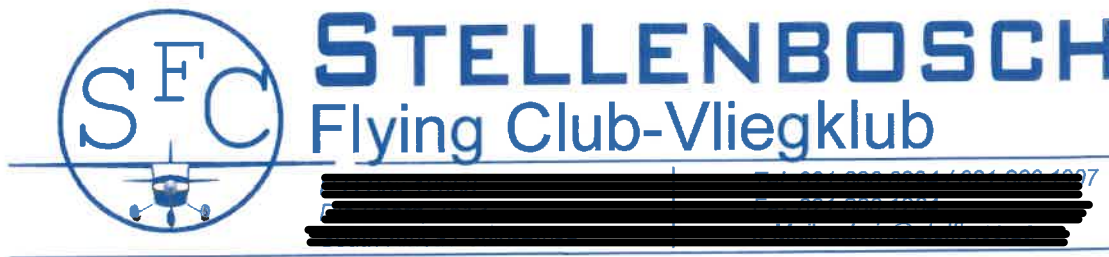
The validity of this lease shall not in any way be affected by the transfer of the Premises from the LESSOR pursuant to a sale thereof. It shall accordingly, upon registration of transfer of the Premises into the name of the purchaser, remain of full force and effect save that the purchaser shall be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

23. BREACH

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

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APPENDIX 2



13 August 2024

The Executive Mayor
Stellenbosch Municipality

Attention: Councillor van Deventer

Madame Mayor

MOTIVATION FOR THE EXTENSION OF THE LEASE OF PORTION L OF FARM 502, THE STELLENBOSCH AIRFIELD

Background

The Stellenbosch Flying Club first began utilising what has become the Stellenbosch airfield in 1973 when the Stellenbosch Municipality granted the use of portion L of Farm 502, Louwse Bos, which was at the time completely undeveloped with no infrastructure whatsoever.

There is however anecdotal evidence indicating the use of this location as a landing strip since before the Second World War.

Facilities and Infrastructure

Over the years, the members of the club have gradually developed the site from a completely open and undeveloped piece of land to what is now regarded as one of the best managed general aviation airfields in the country.

The airfield, our training centre and our management system are audited annually by the South African Civil Aviation Authority and the reports of these audits attest to the high standards of safety and operational excellence maintained by our employed staff, our legally appointed safety officer, and the members who contribute their time to serve in various roles to ensure the effective management of this world class facility.

The Stellenbosch Airfield comprises of an excellent paved runway of 850 metres in length, accessways and taxiways providing access to the runway from all parts of the field, a fuel bay, clubhouse and restaurant, administration complex, training centre and two hangars owned by the club which house our fleet of 7 training aircraft.

The Stellenbosch Airfield serves as an alternative, emergency airfield for aircraft in distress up to a certain size, and for this purpose the Stellenbosch Flying Club ensures that the runway lights are illuminated every night throughout the night.

A further 81 hangars are owned by members, having been built over the years by members at their own expense, all with the requisite approvals from the Stellenbosch Municipality.

The airfield is not the exclusive domain of the members of the club, but is indeed an asset not only to the greater aviation community, but also the Stellenbosch region and its inhabitants, and areas further afield than just Stellenbosch. These all benefit from the fact that such a facility exists where it does, and serves economic input and growth, job creation and emergency services by its mere existence.

Community and Region Contribution

The Stellenbosch Airfield provides an exceptional facility from which various air services organisations providing maritime patrol, search and rescue, and emergency services.

The location of these services at the Stellenbosch Airfield provides the wider Municipality of Stellenbosch and its stakeholders with a significant advantage in terms of response to incidents in the Stellenbosch area - as opposed to being based further afield at Winelands or even Cape Town International - which are the only feasible alternatives for such operations.

A further advantage to the area is in terms of opportunities to local service providers and for employment of local residents.

Among the users of the Stellenbosch Airfield both as established sub-tenants and occasional users are the following:

- **Working on Fire:** The Western Cape Government sponsored Working on Fire service provided by Kishugu Aviation is based at the Stellenbosch Airfield for the Western Cape summer fire season and has been based here for some 20 odd years. The Working on Fire program provides fire-fighting services which over the years have served the Stellenbosch area and the wider region with wilderness and mountain aerial fire-fighting services utilising their fleet of spotter aircraft, helicopters and fixed wing water bomber aircraft.

In addition to the aircraft crew and maintenance teams, Kishugu Aviation employs a large team of some 40 seasonal rapid response ground fire fighters who are deployed by helicopter and by road. This team is drawn from the local area providing employment opportunities to local young people for whom work is otherwise difficult to find. The Stellenbosch Flying Club has a longstanding relationship with the Working on Fire program and is currently in discussions with Kishugu Aviation regarding the establishment of a permanent facility for this service at the Stellenbosch Airfield.

- **Leading Edge Aviation:** Leading Edge Aviation has for some years supplemented the Working on Fire services and has recently been contracted by a consortium of insurance companies to provide a rapid response helicopter based fire fighting service to protect property and assets during the Western Cape fire season.

Their service has been of exceptional value over recent fire seasons when many millions of rands worth of property was protected during some of the most significant wildfires that have occurred in recent years. Leading Edge Aviation works in close cooperation with the Working on Fire program, providing supplementary aircraft and other resources when necessary to assist Working on Fire in situations where additional resources are required, and has also been contracted directly by the Cape Winelands District Municipality.

Leading Edge Aviation is a small, family owned and operated business and has invested significantly in a hangar at the Stellenbosch Airfield, to support the operation and maintenance of their fleet of helicopters.

It is of significant benefit to the Stellenbosch and greater Winelands area that these services are based at the Stellenbosch Airfield, since their response time to a fire emergency would be significantly increased if they had to be based further afield.

- **Orca Aero Solutions:** A member of the Stellenbosch Flying Club who is also a professional pilot recently acquired a number of retired maritime patrol aircraft from the Italian Coastguard.

These aircraft are purpose-built and equipped for maritime search and rescue and he has secured a contract with the South African Maritime Safety Authority, which is the maritime arm of the South African Department of Transport, to provide a maritime search and rescue service to supplement that which was previously provided by the South African Air Force.

This is a service that the South African government is obliged by international agreement to provide, and fleet availability and budget limitations have significantly compromised the ability of the South African Air Force to render this essential service.

In addition to maritime search and rescue, Orca Aero Solutions will provide a marine nature conservation and research support service to the South African Department of Forestry, Fisheries and the Environment (DFFE).

In order to support this service and provide aircraft maintenance and operational support facilities, Orca Aero Solutions has constructed a hangar at a cost in excess of R10 million. This is a significant investment in a service that will provide benefits to the local area and far beyond as the patrol service will cover the entire South African coastline as well as that of neighbouring Namibia and Mozambique.

- **Red Cross Air Mercy Services:** While not based at the Stellenbosch Airfield, the Red Cross Air Mercy Services make use of the airfield periodically for training exercises and are able to operate into the airfield with both their helicopters and fixed wing medical evacuation aircraft.

The Stellenbosch airfield is the designated alternative airfield if for any reason a Red Cross AMS aircraft is unable to land at or use Cape Town International Airport where they are based.

- **South African Airforce:** The South African Air Force is a regular visitor to the Stellenbosch Airfield both at our periodic airshows and also at times when they need to make use of the airfield for operational or emergency purposes. The airfield serves and is available to the SAAF for any aircraft which is able to and may need to make use of the facilities.
- **Stellenbosch Municipality Emergency Services:** The Stellenbosch Flying Club maintains a very good cooperative relationship with the disaster management services of the Stellenbosch Municipality and hosts annual training and exercises on the airfield ensuring currency both for the airfield and the various teams and units forming part of the Stellenbosch Disaster Management service.

- **Major event security:** While not a designated national key-point, the Stellenbosch Airfield is nonetheless of significant strategic value given the facilities that exist, and the very high standard of operational availability maintained by the Stellenbosch Flying Club.

During major sporting and state events in the vicinity of Cape Town, Stellenbosch Airfield is often used as a base for security services personnel and serves as a diversion airfield for aircraft diverted away from temporary air activity exclusion zones such as during the opening of parliament. Aircraft transgressing such exclusion zones would be diverted and instructed to land at Stellenbosch for processing by the security services.

Business Activities

The Stellenbosch Flying Club operates its own flight training centre which is regarded as one of the best in South Africa. This facility provides permanent employment to a chief flying instructor and administrator and some 21 freelance flight instructors. Our training centre turns out pilots of an extremely high calibre and has been a springboard for numerous pilots from diverse backgrounds entering the aviation industry as a career in a wide range of directions.

Two further independent businesses are established on the Stellenbosch Airfield as authorised sub-tenants of the Stellenbosch Flying Club and these are the Stellenbosch Flight Academy which provides specialist flight simulator training, and Stellair which provides manufacturer accredited and SA Civil Aviation Authority approved aircraft maintenance services.

Both are well established businesses which are well respected in their respective fields of expertise and together employ an additional 12 persons full time. Again, these individuals are drawn from the local area.

Employment

The Stellenbosch Flying Club directly employs a team of 25 permanent and contract employees, the majority of whom are from the Stellenbosch area. In addition around 10 to 15 casual staff are employed on an ongoing basis with some seasonal fluctuations and these are also drawn from the local area.

Financial impact on Stellenbosch

The Stellenbosch Airfield is visited on almost a daily basis by aircraft from across SADEC for purposes of tourism, commerce and leisure. These sophisticated aircraft bring a plethora of very high networth individuals directly to Stellenbosch – which hugely supports our local economy.

Current Status Quo and Beyond

The Stellenbosch Flying Club currently has a lease for 9 years and 11 months which came into effect on 01 April 2021 and which includes an option to renew.

Given the significant investment in the site by the members of the club over the years, and more recently the emergency services which have based themselves at the Stellenbosch Airfield, this is a relatively short period which does not provide much in the way of security of tenure. This short period is not conducive to further improvement of the airfield, nor the required expenditure for ongoing significant investment in the airfield and its facilities.

The investment made in particular by Orca Aero Solutions is very substantial, considering the value of the infrastructure that has been developed, all funded by the member in question at their own personal risk. Orca has therefore requested that the Club approaches the Municipality in order to request consideration of an extension of the lease as they are investing significant further capital into the contract in terms of infrastructure, aircraft and personnel, and have commitments in terms of the agreement signed to base the operation at Stellenbosch - and serve the state as agreed.

Despite the significant effort and funds applied to establishing the excellent facilities that the Stellenbosch Airfield offers, the infrastructure requires constant maintenance and improvement and the club funds all repairs and maintenance itself through funds generated from various sources with no contribution sought from or offered by the Stellenbosch Municipality.

If one looks at other airfields in the Western Cape and others around the country on land owned by various municipalities, there are numerous examples of such airfields which are poorly managed, not well maintained, represent a burden to their local municipality which is not a specialist in airfield management, and in many cases cost the local municipality a significant amount of money every month.

By contrast, the Stellenbosch Airfield operated by the Stellenbosch Flying Club represents an example of operational excellence, and rather than being a financial burden to the Stellenbosch Municipality represents a reliable revenue stream as a rent paying tenant to the tune of R33 788 per month. Needless to say – this rental amount does not factor in the significant investment and increased commerce throughout Stellenbosch on account of the visiting aircraft of business people and tourists.

The Stellenbosch Flying Club has recently been approached by another municipality within the Western Cape to assist with establishing an effective airfield management system for their own local airfield. This attests to the reputation of the Stellenbosch Flying Club in this regard.

Hessequa Municipality has recently (1 September 2023) signed a new lease with the Stilbaai Flying Club for a period of 30 years with two 20 year extensions as they have deemed the services and value of such a facility, well run by members, to be a major economic driver and asset for Stilbaai and surrounds.

What is clear is that the Stellenbosch Airfield as currently operated by the Stellenbosch Flying Club is a significant asset to the Stellenbosch Municipality, the people of Stellenbosch, and the wider Western Cape Community – in terms of safety, investment facilitation and tourism.

The current lease period and it's terms are however a restriction and risk to further investment required to continue to maintain, refine and develop the Stellenbosch Airfield so that it remains the significant asset to the area that it is.

Lease Extension Proposal

With the above in mind, the committee of the Stellenbosch Flying Club requests that the Stellenbosch Town Council considers this as a formal request to grant the Stellenbosch Flying Club an extension, (beyond the term of our current lease), of at least 30 years in order to allow us, our members, businesses and emergency services established at the Stellenbosch Airfield to continue to invest the required capital in our infrastructure and facilities as is currently indicated and anticipated.

This will provide certainty of tenure to invest the funds in infrastructure on land that the club does not own, to continue to serve all entities including the local community, local, provincial and national government, that currently benefit from the existence of this shining example of excellent general aviation airfield management which is a Stellenbosch asset.

Also, a favourable consideration of this request will dampen the approaches by Cape Town International Airport, and the new Winelands Airport that is about to begin construction to approach the abovementioned safety, search and rescue – and significantly the firefighting services to relocate to their respective airfields.

Sincerely

A handwritten signature in black ink, appearing to be 'Stuart Burgess', written over a faint rectangular box.

Stuart Burgess
Chairman

APPENDIX 3



**LOCAL AUTHORITY NOTICE
 OFFICIAL NOTICE AS CONTEMPLATED IN REGULATION 35(a)
 OF THE MUNICIPAL ASSET TRANSFER REGULATIONS
 PROPOSED AWARDDING OF LONG-TERM RIGHTS:
 LEASE FARM 502L, STELLENBOSCH: STELLENBOSCH FLYING CLUB**

1. Introduction:

Notice is hereby given in terms of Regulation 35(a) of the Asset Transfer regulations (ATR) of 22 August 2008 that Council is considering the awarding of long-term rights (by way of possible 30 year lease agreement) on lease Farm 502L, Stellenbosch to the Stellenbosch Flying Club.

2. Background / Reasons for proposed Awarding of Rights

2.1 Existing Lease Agreement

On 10 February 1992 Stellenbosch Municipality and the Stellenbosch Flying Club concluded a long term Lease Agreement for the period 1 April 1991 to 31 March 2021. A further agreement was entered into for a period of 9 years 11 months from 1 April 2021 until March 2031.

2.2 Request for Extension of term of Lease Agreement

Stellenbosch Flying Club has requested that the Lease Agreement be extended for a further 30 years however Council has indicated that the total lease period will not exceed 30 years from 1 April 2021. Council will only consider this proposal after the inputs have been received regarding the request to extend the lease.

3. Discussion

3.1 Public Participation Process

In terms of Regulation 34 of the Asset Transfer Regulations, before Council makes a decision on whether to award rights in Municipal property, i.e. to enter into a long-term Lease Agreement, Council requested the Municipal Manager to first conduct a public participation process.

3.2 Information Statement

When following the public participation process to consider to grant the relevant long term right(s), an Information Statement referred to in Regulation 34 is published.

Please note that an Information Statement as contemplated in Regulation 34(3)(b) of ATR as well as the agenda item that served before Council, are available on the Stellenbosch Municipality website together with this notice. The full item is contained in the Council Agenda of 30 October 2025 that is also on the website.

The Information Statement contains the following:

- The reasons for the proposal to grant a long-term right to lease;
- Any expected benefits to the municipality that may result from the granting of the right;
- Any expected proceeds to be received by the Municipality from the granting of the rights; and
- Any expected gain or loss that will be realised or incurred by the Municipality arising from the granting of the right.

3.3 Invitation to submit comments/inputs or alternative proposals

Interested and affected parties / individuals are hereby invited / called upon to submit comments / inputs or alternative proposals in respect of the possible granting of the rights referred to above.

Any such comments/inputs or alternative proposals must be in writing and must reach the office of Property Management by no later than 07 February 2025 at close of business at the address or e-mail listed below:

Physical address: 3rd Floor, NPK building, cnr Plein and Ryneveld Streets, Stellenbosch
Landline: 021 808 8073
Email: municipal.manager@stellenbosch.gov.za

3.4 Persons with disabilities

Notice is further given in accordance with Section 21 of the Local Government: Municipal Systems Act, No 32 of 2000 that anyone with disabilities or who is unable to write, but need to participate in the process, may present him/herself during office hours at the Property Management Office, where a staff member of the Municipality will assist such person to transcribe that person's comments/inputs or alternative proposals.

GERALDINE METTLERDATE
 MUNICIPAL MANAGER:
 STELLENBOSCH MUNICIPALITY



**LOCAL AUTHORITY NOTICE
OFFICIAL NOTICE AS CONTEMPLATED IN REGULATION 35(a)
OF THE MUNICIPAL ASSET TRANSFER REGULATIONS
PROPOSED AWARDING OF LONG-TERM RIGHTS:
LEASE FARM 502L, STELLENBOSCH: STELLENBOSCH FLYING CLUB**

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GERALDINE METTLERDATE

MUNICIPAL MANAGER: STELLENBOSCH MUNICIPALITY

APPENDIX 4

Yolande van den Berg

From: mm
Sent: Wednesday, 05 February 2025 10:03
To: Annalene De Beer
Cc: Nomie Tshefu; mm; Yolande van den Berg
Subject: FW: [EX] Extended lease : Stellenbosch Flying Club

Good day Director

Herewith, please see sub-joined comments on Stellenbosch flying club for your attention.

Kind regards,

Raydine Wenn
 Personal Assistant
 Office of the Municipal Manager

T: +27 21 808 8025 • F: +27 21 886 6749
 71 Plein Street, Stellenbosch, 7600 • PO Box 17, Stellenbosch, 7599
www.stellenbosch.gov.za

From: Jill Steenkamp
Sent: Monday, 03 February 2025 22:56
To: mm <Municipal.Manager@stellenbosch.gov.za>
Subject: [EX] Extended lease : Stellenbosch Flying Club

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Madam,

I note with some concern the proposal to conclude an extended 30-year lease with the Stellenbosch Flying Club.

I have no issue with renewing the lease, although I do feel that 30 years is a long period during which many unforeseen changes may occur and I would oppose the proposal merely on those grounds. However, I accept that the club has been a part of Stellenbosch for many years and will continue to be so.

My concern, however, goes much further. Residents of Die Boord, Paradyskloof and De Zalze are seriously concerned about and angered by the increase in air traffic over these areas. The frequency and volume of flights over these areas is extremely disturbing and upsetting, causing stress and anxiety to residents and domestic pets. I have also noted a marked decrease in bird life in our area. The noise commences extremely early, continues all day and only ceases after dark on most days.

As longtime residents of Die Boord will recall, this was a serious issue some years ago. Following ongoing and very often heated debates and interaction with authorities, flight paths were amended at that time and all parties were accommodated. For many years, residents coexisted amicably with the club.

Coincidentally (or not?), subsequent to changes in ward councillors in the recent past, the increase in the volume of air traffic is astounding. Given that certain council members are known to have a particular interest in all matters aviation related, this raises questions with regard to possible concessions, changes to flight paths and promises made.

Upon complaints being addressed to the municipality, the advice was to approach the noise control officer, whose name unfortunately escapes me. I also received a very brief 'copy and paste' notice, which presumably emanated from the Stellenbosch Flying Club in response to similar complaints. The gist of the communication was to request complainants to stand outside, take a photograph of the registration number on the undercarriage of each plane and submit such photographs to the club. Upon receipt thereof, the club would thereafter investigate whether there was any transgression. Needless to say, the complainants generally do not own such sophisticated photographic equipment, nor do they have the time to pursue this

option, given the sheer numbers of small planes and helicopters currently passing overhead. Residents of De Zalze have advised that they sometimes feel like they are living adjacent to an airport runway. Various residents of affected areas have taken to social media platforms to voice their dissatisfaction.

In light of the foregoing, I strongly oppose the conclusion of a 30-year lease agreement with Stellenbosch Flying Club. I would also, once again, request the Municipality to investigate possible recent changes to the permitted flight paths used by aircraft making use of the club. Stellenbosch is inhabited by many residents and it is surely unacceptable that a large proportion of our residents are continually subjected to a level of noise created by a relatively small section of the population for their sole pleasure and entertainment. Obviously, our objections do not relate to all air traffic and specifically not to helicopters and other similar aircraft providing emergency and civil services.

Kindly, therefore, record my concerns in regard to the proposed lease, which concerns are shared by many residents of the affected areas.

Yours faithfully
Jill Steenkamp



APPENDIX 5

FRANKLIN ADAMS PO BOX 12445 DIE BOORD, [REDACTED]

05 February 2025

Without Prejudice:

For Attention: Stellenbosch Municipality

Re: Objection against various pieces of land for call for proposals and or extension of lease.

Background:

In 1652 when the European criminals set foot on our soils, they starting to grab and stole the land of the First Nation.

In 1948, when the NP took over, they adopted a criminal system, called Apartheid which benefited primarily white people at the expense of the inhabitants and black majority.

They adapted another piece of criminal law in 1951, The Group Areas Act. This gave them license to loot and destruct the property of primarily so-called Coloureds communities within Stellenbosch. Their livelihoods, schools, churches, business and land were destroyed and stolen by the white settlers.

Today, the Slave quarters in the Vlakte is still visible and is a living proof of the Land Grab.

Just before the first democratic elections the Apartheid leases was illegally extended for another 50 years and more Land Grap took place.

For the past 30 years during the transition little of these atrocities change because under the DA ruled Council the Land Grap just continue through the extension of lease and or Call for Proposals. All this to benefit DA connected Developers and or Funders.

The skew ownership pattern increased and the economic transformation as per the Constitution remains within the Stellenbosch a pipe dream.

For the majority of residents there is NO Sense of Place and inequality increased and the economic prosperity for Apartheid beneficiaries knows No boundaries.

In terms of Gini coefficient, Stellenbosch is the most unequal town in South Africa.

Taking this into account, why are the DA led Municipality failed in their developmental mandate?

Why can't they at least utilize the Public Land to address the skew ownership pattern and economically empower the Previously Disadvantage Communities?

Objection 1: Die Stellenbosch Vliegvelde- Farm 502 L

1. I hereby object against the above-mentioned erven that's out for tender because I don't believe this will economically benefit on a sustainable basis the Previously Disadvantage Individuals.
2. I am of the view that this decision will primarily protect the status quo that will not be in the interest of economic justice.
3. Under the leadership of the previous Mayor. Conrad Sidego, the Council made a conscious decision and resolve that Farm 502 L be advertised to ensure an open, equitable and transparent tender process. This is also prescribed by the MFMA.
4. This decision was then afterwards rescinded by the infamous Mayor Van Deventer who left our town under a cloud and the objective was to protect the current beneficiaries.
5. You had more than five years to rectify the above-mentioned decision.
6. I have No faith this will be an open and transparent and equitable process but is merely a tick in the box to once again benefit the DA connected and Apartheid Beneficiaries.
- 7. I propose that you should follow the prescribe of the MFMA and follow an open, equitable and transparent Tender Process.**
- 8. Failing in doing so, you will illustrate that you are against social justice and the guidelines of the MFMA and the Assets Transfer Regulation.**
- 9. Any disposal of Municipal land should consider the needs and the ambitions of the local PDI" S and this include economic transformation.**

- 10. Alternatively, if my proposal is dismissed then the Municipality must include in the Bid process a Condition of Approval which will secure at least a 30 % BEE partnership consisting of local residence within the WCO 24 residing here for more than 10 years.**

APPENDIX 6

Yolande van den Berg

From: mm
Sent: Wednesday, 12 February 2025 08:44
To: Annalene De Beer
Cc: Yolande van den Berg; mm; Nomie Tshefu
Subject: FW: [EX] Objection to Disposal / Long term Leases of Municipal Properties

Good day Director

Herewith, please see sub-joined email for your attention.

Kind regards,

Raydine Wenn

Personal Assistant

Office of the Municipal Manager

T: +27 21 808 8025 • F: +27 21 886 6749

71 Plein Street, Stellenbosch, 7600 • PO Box 17, Stellenbosch, 7599

www.stellenbosch.gov.za

From: JOHN ANDREWS [REDACTED]
Sent: Friday, 07 February 2025 12:38
To: mm <Municipal.Manager@stellenbosch.gov.za>
Subject: [EX] Objection to Disposal / Long term Leases of Municipal Properties

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Municipal Manager,

I John Andrews writing to express my objection to the proposed disposal and long-term leases of municipal properties, as advertised in the public participation process. Specifically, I object to:

1. Disposal of Mauntian Breeze Caravan Park, Erf 528/528C*: I believe that this property has significant recreational and tourism value, and its disposal may not be in the best interest of the community.
2. Long-term Lease of Farm 5021, Stellenbosch: I am concerned that this lease may compromise the municipality's control over this valuable asset and potentially lead to unintended consequences.
3. Long-term Lease of Portion of Transvalia: I object to this lease due to concerns about the potential impact on the surrounding community and the environment.

As a concerned citizen, I believe that these proposals require further consideration and consultation with the community. I request that the municipality:

- Provides more information about the proposed disposal and leases
- Conducts public hearings and engages with the community to address concerns
- Considers alternative options that prioritize community benefit and public interest

I would appreciate the opportunity to discuss these objections further with the municipality.

According to the Municipal Finance Management Act, a public participation process is required for the disposal or long-term leasing of municipal properties¹. Additionally, leasing policies for municipally owned immovable property may require public participation for long-term leases or high-value assets.

Thank you for considering my objections

Sincerely

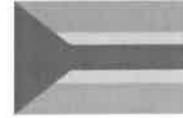
John Andrews



APPENDIX 7

025/425/06/00 NPET/0

UNITED SOVEREIGN CAPE KINGDOMS



Est 2024

USCK Administrators Office Kraaifontein Western Cape

LETTER OF AUTHORITY

Date 12 February 2025

Chief Leatitia Timmie (February)

Appointed Chief to represent USCK

Stellenbosch

For the Attention

The Municipality Stellenbosch

The following objections with reference to:

- 1) Longtem Lease on Transvalia Complex
- 2) Complex Erf 825, Erf 1123 , Erf 1130, Erf 1125. Erf 1133,Erf 1129,Erf 1160, Erf 1134 and Erf 1142.
- 3) Longterm lease Farm5021 Stellenbosch.

Dear Manager

We the USCK has appointed Chief Leatiria Timmie (February) as the mediator and negotiator in the Stellenbosch Region, to behalf our members in Stellenbosch.

Our Communitties are very unhappy and feel the the Municipality do not take the community of Stellenbosch in consideration, when discussions and decisions affecting our community are being taken.

We disaprove of the recent request for proposals /lease extentions of certain properties with in your purview.

Grounds of objections :

Lack of public participation and involvement.

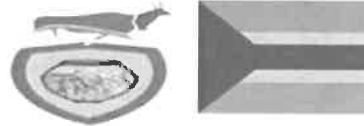
No Transparency

Fair Participation

A

2024/425786/03 NPO T/C

UNITED SOVEREIGN CAPE KINGDOMS



Non disclose

Proposals for leases

And disclosure of information

Kind regards

Administrator USCK

High Commissioner

Bradley Kruger

Please contact above Chief on Email leatimmie@gmail.com Cell 074 970 0654

A handwritten signature in black ink, appearing to read "Botha V".

SPC Gqona King Cornelius Botha V

APPENDIX 8

Yolande van den Berg

From: mm
Sent: Wednesday, 12 February 2025 14:12
To: Annalene De Beer
Cc: Yolande van den Berg
Subject: FW: [EX] Objections has Reference to :

Good day Director

FYA

From: Sylvia Bell <bell.sylvia022@gmail.com>
Sent: Friday, 07 February 2025 14:03
To: mm <Municipal.Manager@stellenbosch.gov.za>
Subject: [EX] Objections has Reference to :

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Disposal / Longterm Leases of
Mountain Breeze / Caravan Park.

Dear MM Stellenbosch Municipality.

Hope all is well with you.

I am writing to you to place my Objections about the Following

1.Disposal of Mountain Breeze / Caravan Park Erven 528 529 C

2.Long term lease of : Farm 5021 Stellenbosch

3.Long term lease : Portions of Transvalia Complex...the following ervens...825 , 1129 , 1130 , 1133 , 1123 , 1125 , 1128 , as well as 1125.

I am of the Opinion that the Public Participation time frame are not efficient for the broader Stellenbosch Communities to take in what plans are at Council to the abovementioned Properties.

I became aware of abovementioned through Eikestad Media Last Friday 31 St of January 2025.Some of these Ervens Time frames for Objections are closing today 7 th February 2025.

Please Consider an Extension of All the abovementioned ervens For the Broader Public Participation from the Stellenbosch Municipality side.

I Thank you MM

&

I wish to hear from you in this Regard.

S.Bell


Regards.

7.3.6	RETURN ITEM: FEEDBACK ON PUBLIC PARTICIPATION PROCESS AFTER THE PUBLICATION OF THE INFORMATION STATEMENT OF THE INTENTION TO DISPOSE OF A PORTION OF FARM 528 AND PORTION OF FARM 529C ALSO FORMERLY KNOWN AS MOUNTAIN BREEZE CARACAN PARK
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Collaborator No: 780725
 IDP KPA Ref No: Good Governance
 Meeting Date: 19 February 2025

1. **SUBJECT: RETURN ITEM: FEEDBACK ON PUBLIC PARTICIPATION PROCESS AFTER THE PUBLICATION OF THE INFORMATION STATEMENT OF THE INTENTION TO DISPOSE OF A PORTION OF FARM 528 AND PORTION OF FARM 529C ALSO FORMERLY KNOWN AS MOUNTAIN BREEZE CARACAN PARK**

2. **PURPOSE**

To provide feedback to Council after a Public Participation Process was followed to advertise the intention of Council to dispose of portions of Farm 528 and 529C Stellenbosch, also known as Mountain Breeze Caravan Park.

3. **DELEGATED AUTHORITY**

Council.

4. **EXECUTIVE SUMMARY**

At the Council meeting held on 28 July 2021, Council decided to provide an opportunity for the public to submit written inputs on the future use of the portions of Farm 528 and 529 Stellenbosch, before deciding on a way forward. The public notice requested inputs on/before 3 September 2021. Various written submissions were received. After taking the comments received into consideration Council resolved on 30 March 2022 as follows:

- (a) that Council take note of all the proposals received;
- (b) that Council identifies Portions 528 and 529C, Stellenbosch as not currently needed for minimum municipal services;
- (c) that a call for proposal for development of the facilities for Cycling, hiking groups, an Eco-education and Adventure centre for school groups along with overnight facilities be advertised;
- (d) that the existing buildings and infrastructure be use for the above purpose;
- (e) that the facility to be leased for a period of 5 years; and
- (f) that successful lessee enters into a rental agreement with the municipality and be responsible for the security, maintenance and the payment of all services of the facility.

The administration reported to council in October 2024 that there are several challenges in implementing the Council resolution dated 30 March 2022. Council reviewed and rescinded the decision of 30 March 2022 and took a new decision:

26TH COUNCIL MEETING: 2024-10-30: ITEM 10.3.2**RESOLVED** (majority vote with 3 abstentions)

- (a) that the Council resolutions taken on 2022-07-27 be reviewed and rescinded;
- (b) that Portions 528 and 529C, Stellenbosch (also known as Mountain Breeze Caravan Park) be identified as land not needed for basic Municipal Services;
- (c) that an information statement be prepared for approval by council to indicate Council's intention to sell the property on auction to the highest bidder and that the item and information statement returns to Council for approval of the information statement;
- (d) that provision be made for a fall-back clause if the buyer wants to sell the property within 10 years;
- (e) that the property must be used as per the current zoning and will be sold voetstoots; and
- (f) that an updated property valuation report be obtained before the item be resubmitted to Council.

The combined municipal valuation for the land at the last valuation was R16,7 million and a valuation report has been requested, however has not been received by the time the item was being finalised. The current zoning is agricultural and rural and it had a consent use for a camping site – see **APPENDIX 13**. It is situated in a mainly agricultural area and opposite the airfield. It is also situated outside the urban edge and therefore in terms of current zoning and location.

An official Notice was published in Die Burger on 13 December and in Eikestad Nuus on 12 December 2025. See **APPENDIX 1 and 1.1**. Several comments were received from the public which is summarised hereunder as well as attached to the item for consideration by Council.

5. RECOMMENDATIONS

For consideration.

- (a) that Council takes note of the Official Notices which was published in Die Burger on 13 December 2024 in Eikestad Nuus on 12 December 2024;
- (b) that Council consider the inputs received from the members of the public during the public participation process; and
- (c) that Council consider the way forward with the property.

6. BACKGROUND AND DISCUSSION**6.1 Background**

At the Council meeting held on 28 July 2021, Council decided to provide an opportunity for the public to submit written inputs on the most possible future use of the facility, before deciding on a way forward. The public notice requested inputs on/before 3 September 2021. Various written submissions were received. Council resolved on 30 March 2022:

-
- (a) that Council take note of all the proposals received;
 - (b) that Council identifies Portions 528 and 529C, Stellenbosch as not currently needed for minimum municipal services;
 - (c) that a call for proposal for development of the facilities for Cycling, hiking groups, an Eco-education and Adventure centre for school groups along with overnight facilities be advertised;
 - (d) that the existing buildings and infrastructure be use for the above purpose;
 - (e) that the facility to be leased for a period of 5 years; and
 - (f) that successful lessee enter into a rental agreement with the municipality and be responsible for the security, maintenance and the payment of all services of the facility.

The administration reported to council in October 2024 that there are several challenges in implementing the Council resolution as intended on 30 March 2022. Council reviewed and rescinded the decision of 30 March 2022.

A new decision was taken on 30 October 2024:

- (a) that the Council resolutions taken on 2022-07-27 be reviewed and rescinded;
- (b) that Portions 528 and 529C, Stellenbosch (also known as Mountain Breeze Caravan Park) be identified as land not needed for basic Municipal Services;
- (c) that an information statement be prepared for approval by council to indicate Council's intention to sell the property on auction to the highest bidder and that the item and information statement returns to Council for approval of the information statement;
- (d) that provision be made for a fall-back clause if the buyer wants to sell the property within 10 years;
- (e) that the property must be used as per the current zoning and will be sold voetstoots; and
- (f) that an updated property valuation report be obtained before the item be resubmitted to Council.

The combined municipal valuation for the land at the time at the previous valuation was R16,7 million and a further valuation report was requested however same was not available yet when the item was being finalised.

Should the valuation report become available before the Executive Mayoral Committee, and it is referred to Council for consideration considers the matter information will be attached for the Council meeting. The current zoning is agricultural and rural, and it had a consent use for a camping site. See **APPENDIX 13**. It is situated in a mainly agricultural area and the airfield. It is also situated outside the urban edge.

Council approved an Information statement which was published and several comments as discussed hereunder were received by the administration for consideration by Council before a decision is made.

6.2 Discussion

6.2.1 Public Participation Process and Comments received:

An Information Statement was approved by Council and the Official Notice was published in Die Burger as well as Eikestad Nuus on 12 and 13 December 2024 calling on the public to provide comments, inputs or alternative proposals before close of business on 12 February 2025. A copy of the Notices which was published is attached hereto as **APPENDIX 1 and 1.1**.

This property is situated outside the urban edge and no existing lease for the caravan park. An auction process will be an open and fair process where everybody would be able to bid within the terms of the auction. After an auction the result of the highest bid comes back to council for an in-principle decision, a further public participation process is followed and the inputs from National and Provincial treasury is elicited before a final decision is made.

Various comments were received from the public which is summarised and discussed hereunder.

APPENDIX 2 - From Brian Burgess:

Mr. Burgess states that the Mountain Breeze Caravan Park has not been in use for a number of years and has rapidly deteriorated. It is currently housing illegal occupants and poses a great threat or danger to the surrounding area, landowners, public and tourists. He states that for the last 30 to 34 years the Municipality has been receiving nil or very little income from the property and the underutilized property has, and still is, creating a huge burden to the Municipal Budget as well as the taxpayers.

He is of the opinion that the decision to dispose of the property by auction could be seen as a positive step in the right direction and could lead to advantages and income for the Municipality. He says that new socio-economic advantages to the area could also be created from its future development stemming from its sale and rendering of future monthly Municipal levies and accounts, including job creation for the local community. The sale and its development could also assist in encouraging and stimulating growth of tourism in Stellenbosch. He states that this property should be an added attraction to the area rather than a public eyesore or danger discouraging tourists who pass by daily as it is situated on the R44 highway.

Mr. Burgess further gives alternative proposals which could positively assist with creating further, continuous financial advantages for the Municipality and also prevent and protect the property from falling back into its current unacceptable state with nil income and stagnation, together with illegal occupation. His alternative proposals include:

1. An international winelands tasting facility and accommodation;
2. Upgrading and conversion of existing structures to establish an Outreach Centre with accommodation, hiking and cycling trails;

3. International Convention Centre and accommodation; and
4. Educational / Training centre or School.

APPENDIX 3 - From Trevor Strydom:

The submission received from Mr. Strydom involves retaining the property in two separate portions:

1. Portion A (Forest In-Perpetuity): This portion will be the portion on the Somerset West Side of the Stellenrust Road.

This portion to be retained as a heritage site Forest In-Perpetuity (as it currently is), but with indigenous trees planted to replace the stony pines as and when they fall due to old age. The property can be:

- a) Retained and owned by the Municipality to as a historical forest in-perpetuity to ensure the visual impact from the R44 highway and surroundings of the forest (known as Louw se Bos) is always retained as critical from a visual impact point of view; or
- b) Sold to a member of the public, on the basis that the forest portion is retained as a forest in-perpetuity; or
- c) Sold to Audacia wine farm, the adjacent property owner, on the basis that the portion is retained as a forest in-perpetuity.

2. Portion B (Caravan Park): The portion on the Stellenbosch side of Stellenrust Road.

It is suggested that the entrance on the R44 be closed and a new entrance be created 150m in on the Stellenrust road. It is recommended that the property be retained as a caravan park and venue, which is needed in Stellenbosch and can be operated with very little impact on the surrounding environment. The visual impact can also be improved. The property can be:

- A) Retained and owned by the Municipality and leased out as a caravan park; or
- B) Sold on the basis that the portion is retained as a caravan park.

APPENDIX 4 - From Sue McNaughton:

Mrs. McNaughton suggests that the bottom portion (Somerset West side of Stellenrust road) be sub-divided in five one-hectare properties it would make more sense for the municipality as it would mean more income. She suggests that the neighbours would not challenge this as there is a precedent set by Audacia by selling off two portions.

APPENDIX 5 – From Franklin Adams:

Mr. Adams vehemently objects against the proposal to sell the property. He is of the view that this decision will primarily protect the status quo that will not be in the interest of economic justice. He says that the land should rather be utilised for future municipal services that will include social services to the benefit of the previously disadvantage communities, especially located in Jamestown and the surrounding farm workers. He

suggests that the Municipality conduct a transparent process with the Jamestown residents and adjoining farms to get their respective inputs as how best to utilize the land. He says that there is sufficient space to consider an integrated mixed-use development that will include all relevant social services e.g. social and affordable houses, economic development and eco-tourism.

APPENDIX 6 - From Cathleen Booysen:

Mrs. Booysen objects to the disposal on the following grounds:

1. Lack of Public Consultation and Transparency – she says that fair participation from interested parties has been limited as a result of insufficient public consultation and disclosure of important information pertaining to the land in question
2. Social and environmental issues – the land in question might be important to society and culture, or it might have environmental significance. Long-term harm could result from any lease renewal or allocation that does not include comprehensive environmental impact evaluations and stakeholder involvement;
3. Possible conflict of interest – there are worries that there might be conflicts of interest or partiality in the selection process for the proposals and/or lease renewal. To guarantee accountability and justice, a transparent and impartial review process should be put in place;
4. A different and more helpful use – there may be a more advantageous use for the land that would meet the needs of the community, including housing, public amenities, or conservation. A reassessment should be carried out before proceeding with any decision.

Based on the above she urges the Municipality to halt any further action regarding the call for proposals or lease extension until a thorough and transparent review is conducted. She further urges the Municipality to conduct meaningful public participation and consider alternatives that will serve the interest of the community, and she asks that a fair and competitive process in the allocation of land be followed.

APPENDIX 7 - From Clifford Edward George Coombe:

Mr. Coombe represents the owners of Portion 1, Audacia – the adjacent property which will be used for residential purposes. The submission involves retaining the property in two separate portions:

1. Portion A (Forest In-Perpetuity):

This is the portion on the Somerset West side of Stellenrust Road. Mr. Coombe says that regardless of who the owner is, security is of paramount importance and securing the perimeter of the forest should be priority. It is suggested that this portion be retained as a Forest In-Perpetuity (as it currently is). It is a landmark in the area and had a major influence when the decision was taken to purchase the property referred to as Audacia 1. Converting the forest to an indigenous forest over the next 20-50 years should be done by planting indigenous trees in time to replace any of the stone pines that are lost due to old age. They suggest the following for this portion of land:

- A) This portion should be retained as a forest in-perpetuity;
 - B) Should the property be sold it should remain a forest in-perpetuity and no residential development should be allowed by the new owner. The property can be used for eco-tourism, bird watching, educational facilities and similar activities that are complimentary to the caravan park; or
 - C) The property can be made available to the Department Arts and Social Science of the University of Stellenbosch to be used for public art.
2. Portion B (Caravan Park):

This is the portion on the Stellenbosch side of the Stellenrust Road. Mr. Coombe states that the property should be retained as it will be in the best interest of promoting Stellenbosch as a destination for nature lovers and environmentally conscience tourists. It should however be upgraded to “best of industry standards”. They suggest the following:

- A) The property can be retained by the Municipality and leased out as a Caravan Park, ensuring that the forest is retained and thereby protecting the various bird species; or
- B) The property could be sold on the basis that the portion be retained as a Caravan Park ensuring that the forest is retained as well as eco-tourism destination.

APPENDIX 8 - From John Andrews:

Mr. Andrews objects to the proposed disposal of Mountain Breeze as he believes that this property has significant recreational and tourism value, and its disposal may not be in the best interest of the community. He further believes that the proposal requires further consideration and consultation with the community. He requests that the Municipality:

- 1. Provides more information about the proposed disposal;
- 2. Conducts Public Hearings and engages with the community to address concerns; and
- 3. Considers alternative options that prioritise community benefit and public interest.

APPENDIX 9 - Comments received from Southern Africa Aboriginal Congress:

The Southern Africa Aboriginal Congress states that they object to the disposal of Mountain Breeze on the grounds that the Municipality failed to take into account the historical Aboriginal Natives' land rights, further that the Municipality failed to take into account food security and food security zones. They also state that we failed to take into account culture and heritage impacts of destruction for plunder.

They state that they are of the intention to secure a long-term lease and transform the site into a cultural heritage centre and tourist attraction / destination and create job opportunities for the Aboriginal Natives resident in the area.

According to them historically, the property is situated on Aboriginal Native lands and the land cannot be sold or transferred without their approval, as stipulated in the Coloured Persons Communal Reserve Land Trust Act 3 of 1961. Although Act 3 of 1961 was, according to them, unlawfully repealed by the national government without their consent, the Trust remains valid and cannot be dissolved without our agreement.

APPENDIX 10 - Comments received from United Sovereign Cape Kingdoms:

The United Sovereign Cape Kingdoms state that they are very unhappy and feel that the Municipality does not take the community of Stellenbosch in consideration when discussions and decisions affecting the community are being taken. They object to the proposed disposal of the property on the following grounds:

1. Lack of public participation and involvement;
2. No Transparency;
3. Fair participation;
4. Non disclose;
5. Proposals for leases; and
6. Disclosure of information.

APPENDIX 11 - Comments received from Sylvia Bell:

Mrs. Bell is objecting to the disposal of the property on the grounds that she is of the opinion that the Public Participation time frames are not efficient for the broader Stellenbosch Communities to take in what plans are at Council. She states that she became aware through Eikestad Media on 31 January 2025. She requests an extension of the timeframe for public participation.

APPENDIX 12 - Comments from Jacques de Villiers:

Mr. de Villiers is seeking clarity on the current structures on the property and whether or not Council will expect of the new owner to demolish the current structures in order for the property to align with the agricultural zoning and the amount of structures allowed under agricultural zoning.

6.2.2 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.

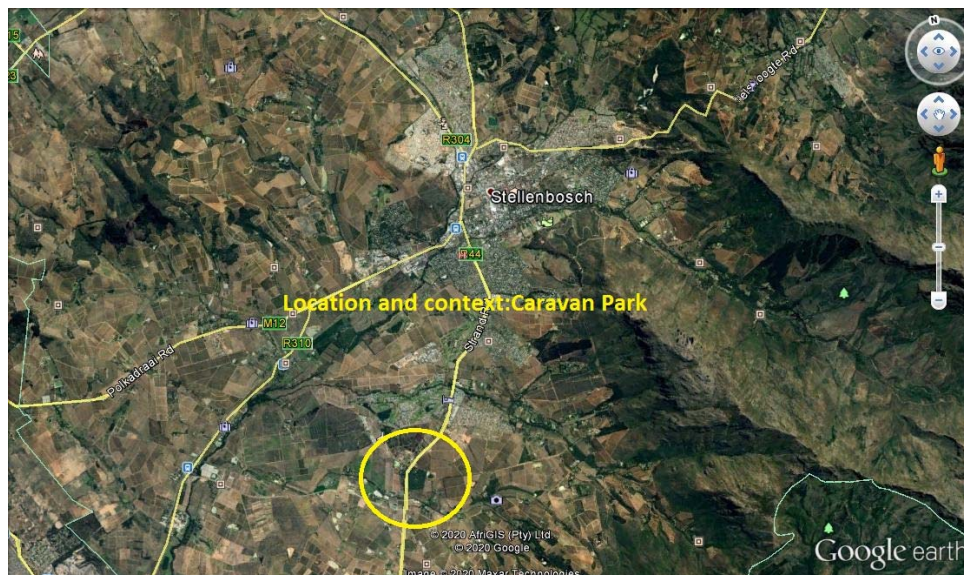


Fig 1: Location and regional context

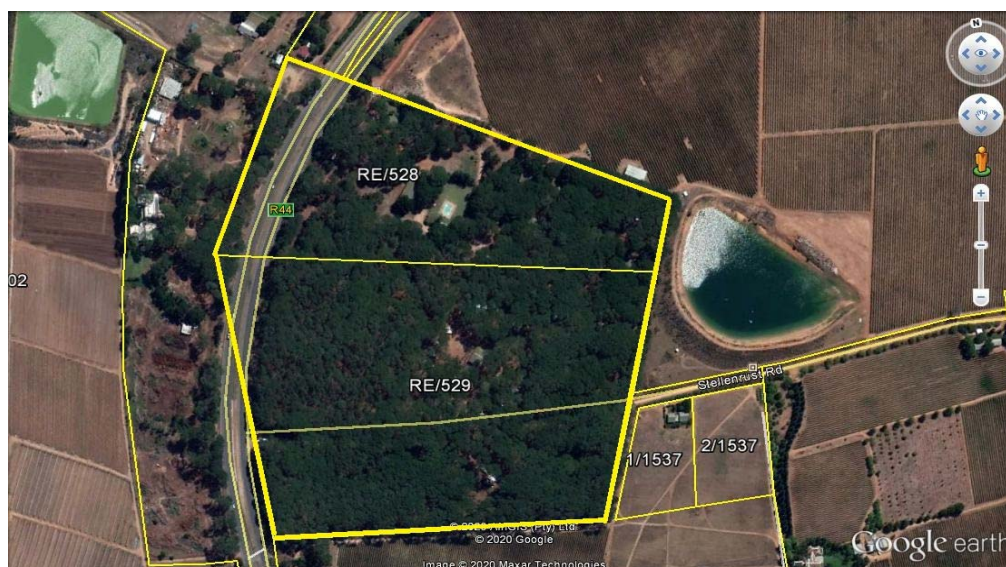


Fig 2: Extent of property(s)

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.

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.

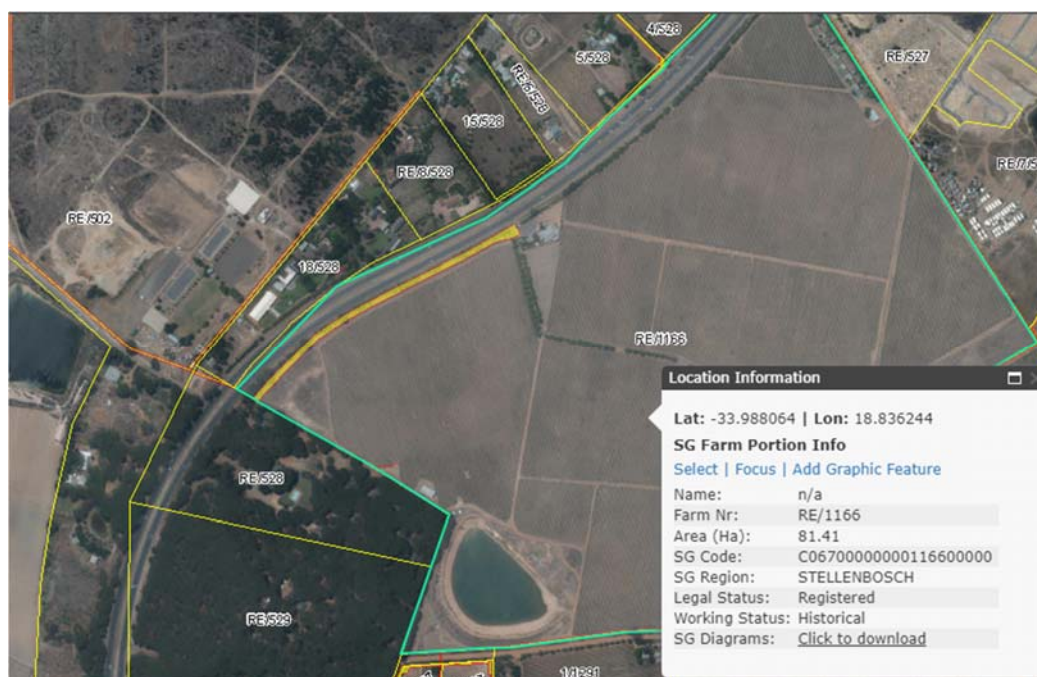


Fig 3: Access road

The servitude was registered at the Surveyor General in 1985, LG Diagram 8786/83.

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 (Zettlers). Electricity is supplied by Eskom.

6.2.5 Improvements

There are various building and amenities on the site including some chalets, a swimming pool and a hall with a kitchen. Some of these buildings has been vandalised in the last year.

6.3 Financial Implications

The previous combined municipal valuation for the land is R16,7 million and the current zoning agricultural and rural and it had a consent use for a camping site. A valuation report has been requested however at the time of finalising the item for the agenda the valuation report was not yet available and will be circulated should it become available before the Executive Mayoral Committee meeting and Council Meeting.

6.4 Legal Implications

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".*
 - "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".*

If Council resolved to sell the property the item will be returned to council after the process for another process in terms of section 32 and 34 of the Asset transfer regulations during which the views of National and Provincial treasury needs to be followed. After the second process only, Council can take a final decision on the selling of the property

6.5 Staff Implications

There are currently three staff members employed on short term contracts until a final decision is taken. One of the staff members passed away due to natural causes. The are entrusted with cleaning of the ablution facilities and access control. The ablution facilities are used by the occupants of the private structures. Their contracts are subject to the finalisation of the tender process. The municipality has also appointed a security firm to deploy a security guard on a night shift to the property.

6.6 Previous / Relevant Council Resolutions

3RD COUNCIL MEETING: 2022-03-30: ITEM 11.2.2

RESOLVED (nem con)

that Council take note of all the proposals received;

that Council identifies Portions 528 and 529C, Stellenbosch as not currently needed for minimum municipal services;

that a call for proposal for development of the facilities for Cycling, hiking groups, an Eco-education and Adventure center for school groups along with overnight facilities be advertised;

that the existing buildings and infrastructure be used for the above purpose;

that the facility to be leased for a period of 5 years; and

that successful lessee enter into a rental agreement with the municipality and be responsible for the security, maintenance and the payment of all services of the facility.

5TH COUNCIL MEETING: 2022-05-25: ITEM 13.3

RESOLVED (nem con)

that Council approves the Information Statement for publication.

6TH COUNCIL MEETING: 2022-07-27: ITEM 11.3.2

RESOLVED (majority vote with abstentions)

(a) that Council considered the input received on the Information Statement;

(b) that Council confirms the decision to identify Portions 528 and 529C, Stellenbosch as land not needed for municipal services;

(c) that a call for proposal for development of the facilities for Cycling, hiking groups, an Eco-education and Adventure centre for school groups along with overnight facilities be advertised;

(d) that the existing buildings and infrastructure be used for the above purpose;

(e) that the existing facility be leased for a period up to 9 years; and

(f) the successful lessee must enter into a rental agreement with the municipality and be responsible for the security, maintenance and the payment of all services of the facility.

26TH COUNCIL MEETING: 2024-10-30: ITEM 10.3.2

RESOLVED (majority vote with 3 abstentions)

a) that the Council resolutions taken on 2022-07-27 be reviewed and rescinded;

(b) that Portions 528 and 529C, Stellenbosch (also known as Mountain Breeze Caravan Park) be identified as land not needed for basic Municipal Services;

(c) that an information statement be prepared for approval by council to indicate Council's intention to sell the property on auction to the highest bidder and that the item and information statement returns to Council for approval of the information statement;

(d) that provision be made for a fall-back clause if the buyer wants to sell the property within 10 years;

(e) that the property must be used as per the current zoning and will be sold voetstoots; and

(f) that an updated property valuation report be obtained before the item be resubmitted to Council.

The following Councillors requested their votes of dissent be minuted:

Cllrs J Andrews; MM Danana; JA Davids; RB Hendrikse; N Mananga-Gugushe; EP Masimini; M Nkopane; N Ntsunguzi; GA Petersen; MG Rataza; A Tomose and M van Stade.

27TH COUNCIL MEETING: 2024-11-27: ITEM 10.3.4

RESOLVED

- (a) that Council approves the Information Statement for public participation; and
- (b) that it be noted that the item will return to Council for the consideration of an in-principle decision after the public participation process.

6.7 Risk Implications

Vandalism and illegal occupation.

6.8 Comments from Senior Management

As this is a returning item the item was not circulated for comment.

6.8.1 Municipal Manager

ANNEXURES

Appendix 1 and 1.1: Official Notices

Appendix 2: Comments from Brian Burgess

Appendix 3: Comments from Trevor Strydom

Appendix 4: Comments from Susan McNaughton

Appendix 5: Comments from Franklin Adams

Appendix 6: Comments from Cathleen Booysen

Appendix 7: Comments from Clifford Edward George Coombe

Appendix 8: Comments from Johan Andrews

Appendix 9: Comments from Southern Africa Aboriginal Congress

Appendix 10: Comments from United Sovereign Cape Kingdoms

Appendix 11: Comments from Sylvia Bell

Appendix 12: Comments from Jacques de Villiers

Appendix 13: Zoning Certificate

NAME	Annalene de Beer
POSITION	Director
DIRECTORATE	Corporate Services
CONTACT NUMBERS	021-8088018
E-MAIL ADDRESS	Annalene.deBeer@ Stellenbosch.gov.za
REPORT DATE	2025 – 2- 14

APPENDIX 1



STELLENBOSCH

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LOCAL AUTHORITY NOTICE

OFFICIAL NOTICE AS CONTEMPLATED IN REGULATIONS 32, 33, 34 AND 35 OF THE MUNICIPAL ASSET TRANSFER REGULATIONS

PROPOSED DISPOSAL OF ASSET PORTIONS OF FARM 528 AND 529, STELLENBOSCH: MOUNTAIN BREEZE CARAVAN PARK

1. Introduction:

Notice is hereby given in terms of Regulations 32, 33, 34 and 35 of the Asset Transfer regulations (ATR) of 22 August 2008 that Council is considering possible disposal of portions of Farm 528 and 529, Stellenbosch, formerly known as Mountain Breeze Caravan Park.

2. Background / Reasons for proposed Awarding of Rights

2.1 Existing Contractual arrangements

Stellenbosch Municipality and Stellenbosch Caravan Park CC concluded a long term lease agreement during 1992 for a period of 30 years up until 31 March 2021. This agreement was ceded to Mountain Breeze Caravan Park and after expiration of the agreement was extended on a month-to-month basis. The lease agreement was terminated on 30 June 2021 whereafter the Municipality took over the day-to-day upkeep of the premises, but closed it to the public. In March 2022 after receiving comments from the public Council resolved to go out on call for proposal to use the facilities for cycling, hiking groups, eco education and an adventure centre for school groups with overnight facilities. During October 2024 the administration reported back to Council that there are many difficulties with implementing the Council resolution especially due to the services and zoning of the property. On 30 October 2024 resolved as follows:

- (a) that the Council resolutions taken on 2022-07-27 be reviewed and rescinded;
- (b) that Portions 528 and 529C, Stellenbosch (also known as Mountain Breeze Caravan Park) be identified as land not needed for basic Municipal Services;
- (c) that an information statement be prepared for approval by council to indicate Council's intention to sell the property on auction to the highest bidder and that the item and information statement returns to Council for approval of the information statement;
- (d) that provision be made for a fall-back clause if the buyer wants to sell the property within 10 years;
- (e) that the property must be used as per the current zoning and will be sold voetstoots; and
- (f) that an updated property valuation report be obtained before the item be resubmitted to Council

3. Discussion

3.1 Public Participation Process

In terms of Regulations 34 and 35 of the Asset Transfer Regulations, before Council makes a decision on disposing of property, Council requested the Municipal Manager to first conduct a public participation process.

3.2 Information Statement

When following the public participation process to consider to dispose of property, an Information Statement referred to in Regulation 34 is published.

The Information Statement contains the following:

1. The reasons for the proposal to dispose of the property

Council resolved on 30 October 2024 to review and rescind the resolution on 27 July 2022 and resolved inter alia:

- (a) that the Council resolutions taken on 2022-07-27 be reviewed and rescinded;
- (b) that Portions 528 and 529C, Stellenbosch (also known as Mountain Breeze Caravan Park) be identified as land not needed for basic Municipal Services;
- (d) that provision be made for a fall-back clause if the buyer wants to sell the property within 10 years;
- (e) that the property must be used as per the current zoning and will be sold voetstoots; and
- (f) that an updated property valuation report be obtained before the item be resubmitted to Council

2. Any expected benefits to the municipality that may result from the granting of the right

The disposal of the property will bring in revenue that Council can use for other purposes. The facility is currently not used optimally and if disposed of and used within the Zoning rights approved can enhance the agricultural usages around it. The people that are currently illegally occupying the land will have to be removed by the new owner.

3. Any expected proceeds to be received by the Municipality from the granting of the rights

The land will be sold on auction and the municipality will set a reserve price that will not be less than the market value of the property. As this will be an open bidding process the highest price will encourage competition. A final decision by council will be taken after the auction to dispose of the property and council may at that stage decide not dispose of the property.

4. Any expected gain or loss that will be realised or incurred by the Municipality arising from the granting of the right.

The aim of the disposal is to get revenue from a piece of land that is currently not used optimally. The costs for the eviction of current illegal occupants will be for the cost of the bidder as well as the costs for the transfer.

3.3 Invitation to submit comments/inputs or alternative proposals

Interested and affected parties / individuals are hereby invited / called upon to submit comments / inputs or alternative proposals in respect of the possible granting of the rights referred to above.

Any such comments/inputs or alternative proposals must be in writing and must reach the office of Property Management by no later than 12 February 2025 at close of business at the address or e-mail listed below:

Physical address: 3rd Floor, NPK building, cnr Plein and Ryneveld Streets, Stellenbosch
For attention: Yolande van den Berg
Landline: 021 808 8073
Email: Municipal.Manager@stellenbosch.gov.za

Any queries can be addressed to: Yolande van den Berg at yolande.vandenberg@stellenbosch.gov.za

Please note that an Information Statement as contemplated in Regulation 34(3)(b) of the Asset Transfer Regulations as well as the agenda item that served before Council, are available on the Stellenbosch Municipality website together with this notice. The full item is contained in the Council Agenda of 30 October 2024 as well as 27 November 2024 that is also on the website.

3.4 Persons with disabilities

Notice is further given in accordance with Section 21 of the Local Government: Municipal Systems Act, No 32 of 2000 that anyone with disabilities or who is unable to write, but need to participate in the process, may present him/herself during office hours at the Property Management Office, where a staff member of the Municipality will assist such person to transcribe that person's comments/inputs or alternative proposals.

GERALDINE METTLER
MUNICIPAL MANAGER:
STELLENBOSCH MUNICIPALITY



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LOCAL AUTHORITY NOTICE
OFFICIAL NOTICE AS CONTEMPLATED IN REGULATIONS 32, 33, 34 AND 35
OF THE MUNICIPAL ASSET TRANSFER REGULATIONS
PROPOSED DISPOSAL OF ASSET
PORTIONS OF FARM 528 AND 529, STELLENBOSCH: MOUNTAIN BREEZE CARAVAN PARK

1. Introduction:

Notice is hereby given in terms of Regulations 32, 33, 34 and 35 of the Asset Transfer regulations (ATR) of 22 August 2008 that Council is considering possible disposal of portions of Farm 528 and 529, Stellenbosch, formerly known as Mountain Breeze Caravan Park.

2. Background / Reasons for proposed Awarding of Rights

2.1 Existing Contractual arrangements

Stellenbosch Municipality and Stellenbosch Caravan Park CC concluded a long term lease agreement during 1992 for a period of 30 years up until 31 March 2021. This agreement was ceded to Mountain Breeze Caravan Park and after expiration of the agreement was extended on a month-to-month basis. The lease agreement was terminated on 30 June 2021 whereafter the Municipality took over the day-to-day upkeep of the premises, but closed it to the public. In March 2022 after receiving comments from the public Council resolved to go out on call for proposal to use the facilities for cycling, hiking groups, eco education and an outdoor centre for school groups with overnight facilities. During October 2024 the administration reported back to Council that there are many difficulties with implementing the Council resolution especially due to the services and zoning of the property. On 30 October 2024 resolved as follows:

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- (c) that an Information statement be prepared for approval by council to indicate Council's intention to sell the property on auction to the highest bidder and that the Item and Information statement returns to Council for approval of the Information statement;
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- (e) that the property must be used as per the current zoning and will be sold voetstoots; and
- (f) that an updated property valuation report be obtained before the Item be resubmitted to Council

3. Discussion

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In terms of Regulations 34 and 35 of the Asset Transfer Regulations, before Council makes a decision on disposing of property, Council requested the Municipal Manager to first conduct a public participation process.

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2. Any expected benefits to the municipality that may result from the granting of the right

The disposal of the property will bring in revenue that Council can use for other purposes. The facility is currently not used optimally and if disposed of and used with the Zoning rights approved can enhance the agricultural usages around it. The people that are currently illegally occupying the land will have to be removed by the new owner.

3. Any expected proceeds to be received by the Municipality from the granting of the rights

The land will be sold on auction and the municipality will set a reserve price that will not be less than the market value of the property. As this will be an open bidding process the highest price will encourage competition. A final decision by council will be taken after the auction to dispose of the property and council may at that stage decide not dispose of the property.

4. Any expected gain or loss that will be realised or incurred by the Municipality arising from the granting of the right

The aim of the disposal is to get revenue from a piece of land that is currently not used optimally. The costs for the eviction of current illegal occupants will be for the cost of the bidder as well as the costs for the transfer.

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Interested and affected parties / individuals are hereby invited / called upon to submit comments / inputs or alternative proposals in respect of the possible granting of the rights referred to above.

Any such comments/inputs or alternative proposals must be in writing and must reach the office of Property Management by no later than 12 February 2025 at close of business at the address or e-mail listed below:

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GERALDINE METTLER
MUNICIPAL MANAGER: STELLENBOSCH MUNICIPALITY

APPENDIX 2

Yolande van den Berg

From: Brian Burgess <[REDACTED]>
Sent: Friday, 31 January 2025 15:49
To: Yolande van den Berg
Subject: [EX] MOUNTAIN BREEZE CARAVAN PARK STELLENBOSCH

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Att ; YOLANDE VAN DEN BERG
Head : Contract Management
Corporate Services.

RE : MOUNTAIN BREEZE CARAVAN PARK STELLENBOSCH

Good day Yolande,

With reference to the advertisement concerning the above, which appeared in the Eikestadnuus dated 12 Dec. 2024, I would like to confirm that the owner of the farm adjacent to the Caravan Park also known as Mountain Breeze farm, is interested in and intends placing a bid for the acquisition of the Mountain Breeze Caravan Park, when the auction date and details are publicly advertised.

In terms of the advertisement - **The Local Authority Notice - clause 4. - 3.3 Invitation to submit comments / inputs or alternative proposals**, as requested in the advert, here are the comments /inputs or alternative proposals for your consideration, as stated below :-

SUBMISSION OF - COMMENTS / INPUTS OR ALTERNATIVE PROPOSALS. as follows;-

Comments / inputs.

1. The Mountain Breeze Caravan Park has not been in use for a number of years.
2. It has rapidly deteriorated,
3. It is currently housing illegal occupants,
4. Poses a great threat or danger to the surrounding area, landowners, public and tourists alike.
- 5 For the past 30 to 34 years the Municipal finances and budget of Stellenbosch, has been receiving nil, or very little income or financial benefit from the ownership of this property.
- 6 The underutilized property has been, and is still creating a huge burden to the municipal budget and also to the public taxpayers and their money,
7. The decision to dispose of the property by auction could be seen as a positive step in the right direction and could lead to advantages and income for the Municipality and should be supported by all concerned with the future wellbeing and growth of the territory.
- 8.This action could mean great financial advantages and benefits to the Municipality's on-going Municipal accounts and budgeting programme.

9. New socio economic advantages to the area could also be created from its future development, stemming from its sale and rendering of future monthly Municipal levies and accounts , including job creation for the local community.

10. The sale and its development aspect could also assist in encouraging and stimulating positive growth of National , as well as International Tourism interests in Stellenbosch , including it's famous history and it's winelands ,

11. This property, should be an added attraction , rather than a public eyesore or danger , discouraging National as well as International visitors and tourists , who pass by the property daily , positioned and situated as it is on the R44 Highway and Stellenrust Road area, in the heart of the Stellenbosch winelands.

It is further noted that the advertisement extends its abovementioned request for comments to include -

ALTERNATIVE PROPOSALS. Which is mentioned in the advertisement ,could positively assist with creating further , continuous financial advantages for the Municipality in the longer term, and also preventing and protecting the property from falling back into its current unacceptable state with - nil income and stagnation, together with occupation by illegals.

As an example , the following future Alternative Proposals , would also tend to " **enhance the agricultural usages around it** " as mentioned in the advert ,and could be included in a later application to be considered by the Municipality , taking the form of one the following :-

ALTERNATIVE PROPOSALS.

- + **An International winelands tasting facility. and accommodation.**
- + **Upgrading & conversion of existing structures to establish an Outreach Centre with accommodation, hiking & cycling trails.**
- + **International Convention Centre & accommodation.**
- + **Educational/ Training centre or School.**

These suggested above proposals would all be supportive of the following aim, as stated by the Municipality in the information statement.

Refer INFORMATION STATEMENT CL 4. - "Aim of the disposal is to get revenue from a piece of land that is currently not used optimally. "

Consideration of any one of the above types of future proposals for the existing Caravan Park and its disposal , could be the vision and beginning of a continuous flow of income and financial advantages to the Stellenbosch Municipality, on an evergreen basis.

Refer INFORMATION STATEMENT CL2. " Any expected proceeds to be received by the Municipality from granting the rights.

It would innovative to consider here that the Municipality would not only receive a " once off " amount of income on the sale of the property but , by keeping the door open and including considerations of future proposals, such as the above mentioned examples ,could create and generate large amounts of secure , continuous, long term financial income to the Municipality

.....

Please let me know by confirming back to me as soon as possible , if the above mentioned details , comments, input and proposals are sufficient for your requirements concerning the above, which advertised the closing date of 12 February 2025 , as stated in the Local Authority Notice dated 12 December 2024. in the Eikestadnuus advertisement.

Kind regards,

Brian Burgess Consultant

QS UCT 1966.

**Authorised by Owner of adjacent
Mountain Breeze Farm**

Mobile: [REDACTED]

APPENDIX 3

Submission made by:

Trevor Strydom, Audacia Wines, R44 Highway, Stellenbosch

Phone: [REDACTED]

Cell: [REDACTED]

Email: [REDACTED]

06/08/2025

SUBMISSION AND INPUT IN TERMS OF THE PROPOSED DISPOSAL OF PORTIONS 528 AND 529, STELLENBOSCH (MOUNTAIN BREEZE CARAVAN PARK)

This submission is done in terms of the request from the Stellenbosch Municipality to get inputs from the public in terms of the official notice of proposed disposal of the asset portions of farm 528 and 529 Stellenbosch: Mountain Breeze Caravan Park.

The caravan park is situated on Portions 528 and 529, of the R44 Highway, as shown below:



PROPOSED ALTERNATIVE / FUTURE USE SUBMISSION INPUT:

This submission involves retaining the property in two separate portions:

- 1.) PORTION A (FOREST IN-PERPETUITY):** This portion will be the portion on the Somerset West Side of the Stellenrust Road.

This Portion to be retained as a heritage site **FOREST IN-PERPETUITY** (as it currently is), but with indigenous trees planted to replace the stony pines as and when they fall

due to old age. This historical forest portion be cleared of the current shack dwellers. The entrance to the property to be 150m from the R44 Highway.

The property can be:

- (a) Retained and owned by the municipality as a **historical forest in-perpetuity** to ensure the Visual impact from R44 Highway and Surroundings of the forest (known as Louw se Bos) is always retained as critical from a visual impact point of view.
- (b) Sold to a member of the public, on the basis that the forest portion is retained as a **forest in-perpetuity**.
- (c) Sold to Audacia Wine farm, the adjacent property owner, on the basis that the portion is retained as a **forest in-perpetuity**.

2.) PORTION B (CARAVAN PARK): This portion will make up the portion of property on the Stellenbosch side of the Stellenrust Road. It is recommended that the existing R44 Highway entrance to this portion be closed (for obvious reasons) and a new entrance to the property be opened on the Stellenrust Road, 150m from the R44 Highway intersection.

It is recommended that the property be retained as a caravan park as is, as a venue of as is, is needed in Stellenbosch and can be operated with little impact on the surrounding environment. Visual impact can also be improved.

The property can be:

- (a) Retained and owned by the municipality and leased out as a **Caravan Park**
- (b) Sold on the basis that the portion is retained as a **Caravan Park**



STELLENBOSCH

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LOCAL AUTHORITY NOTICE

OFFICIAL NOTICE AS CONTEMPLATED IN REGULATIONS 32, 33, 34 AND 35 OF THE MUNICIPAL ASSET TRANSFER REGULATIONS PROPOSED DISPOSAL OF ASSET PORTIONS OF FARM 528 AND 529, STELLENBOSCH: MOUNTAIN BREEZE CARAVAN PARK

1. Introduction:

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2. Background / Reasons for proposed Awarding of Rights

2.1 Existing Contractual arrangements

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- (c) that an information statement be prepared for approval by council to indicate Council's intention to sell the property on auction to the highest bidder and that the item and information statement returns to Council for approval of the information statement;
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3. Discussion

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4. Any expected gain or loss that will be realised or incurred by the Municipality arising from the granting of the right.

The aim of the disposal is to get revenue from a piece of land that is currently not used optimally. The costs for the

closed it to the public. In March 2022 after receiving comments from the public Council resolved to go out on call for proposal to use the facilities for cycling, hiking groups, eco education and an adventure centre for school groups with overnight facilities. During October 2024 the administration reported back to Council that there are many difficulties with implementing the Council resolution especially due to the services and zoning of the property. On 30 October 2024 resolved as follows:

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- (d) that provision be made for a fall-back clause if the buyer wants to sell the property within 10 years;
- (e) that the property must be used as per the current zoning and will be sold voetstoots; and
- (f) that an updated property valuation report be obtained before the item be resubmitted to Council

3. Discussion

3.1 Public Participation Process

In terms of Regulations 34 and 35 of the Asset Transfer Regulations, before Council makes a decision on disposing of property, Council requested the Municipal Manager to first conduct a public participation process.

3.2 Information Statement

When following the public participation process to consider to dispose of property, an Information Statement referred to in Regulation 34 is published.

The Information Statement contains the following:

1. The reasons for the proposal to dispose of the property

Council resolved on 30 October 2024 to review and rescind the resolution on 27 July 2022 and resolved inter alia:

- (a) that the Council resolutions taken on 2022-07-27 be reviewed and rescinded;
- (b) that Portions 528 and 529C, Stellenbosch (also known as Mountain Breeze Caravan Park) be identified as land not needed for basic Municipal Services;
- (d) that provision be made for a fall-back clause if the buyer wants to sell the property within 10 years;
- (e) that the property must be used as per the current zoning and will be sold voetstoots; and
- (f) that an updated property valuation report be obtained before the item be resubmitted to Council

2. Any expected benefits to the municipality that may result from the granting of the right

The disposal of the property will bring in revenue that Council can use for other purposes. The facility is currently not used optimally and if disposed of and used within the Zoning rights approved can enhance the agricultural usages around it. The people that are currently illegally occupying the land will have to be removed by the new owner.

3. Any expected proceeds to be received by the Municipality from the granting of the rights

The land will be sold on auction and the municipality will set a reserve price that will not be less than the market value of the property. As this will be an open bidding process the highest price will encourage competition. A final decision by council will be taken after the auction to dispose of the property and council may at that stage decide not dispose of the property.

4. Any expected gain or loss that will be realised or incurred by the Municipality arising from the granting of the right.

The aim of the disposal is to get revenue from a piece of land that is currently not used optimally. The costs for the eviction of current illegal occupants will be for the cost of the bidder as well as the costs for the transfer.

3.3 Invitation to submit comments/inputs or alternative proposals

Interested and affected parties / individuals are hereby invited / called upon to submit comments / inputs or alternative proposals in respect of the possible granting of the rights referred to above.

Any such comments/inputs or alternative proposals must be in writing and must reach the office of Property Management by no later than 12 February 2025 at close of business at the address or e-mail listed below:

Physical address: 3rd Floor, NPK building, cnr Plein and Ryneveld Streets, Stellenbosch
For attention: Yolande van den Berg
Landline: 021 808 8073
Email: Municipal.Manager@ Stellenbosch.gov.za

Any queries can be addressed to: Yolande van den Berg at yolande.vandenberg@ Stellenbosch.gov.za

Please note that an Information Statement as contemplated in Regulation 34(3)(b) of the Asset Transfer Regulations as well as the agenda item that served before Council, are available on the Stellenbosch Municipality website together with this notice. The full item is contained in the Council Agenda of 30 October 2024 as well as 27 November 2024 that is also on the website.

3.4 Persons with disabilities

Notice is further given in accordance with Section 21 of the Local Government: Municipal Systems Act, No 32 of 2000 that anyone with disabilities or who is unable to write, but need to participate in the process, may present him/herself during office hours at the Property Management Office, where a staff member of the Municipality will assist such person to transcribe that person's comments/inputs or alternative proposals.

GERALDINE METTLER
MUNICIPAL MANAGER:
STELLENBOSCH MUNICIPALITY

APPENDIX 4

Yolande van den Berg

From: Susan McNaughton <[REDACTED]>
Sent: Friday, 07 February 2025 13:27
To: mm; Yolande van den Berg
Subject: [EX] Mountainbreeze Caravan Park. ERF's 528 and 529c

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear MM and Ms van den Berg

I have read your statements in respect of the disposal, by auction of the Mountainbreeze Caravan Park.

I have no comments, except, that if there was a way for the Municipality to have five, one hectare properties on the bottom portion, below Stellenrust Road, it makes sense. Much more income for the Municipality. The neighbours may not challenge this, as there is a precedent set by Audacia by selling off two portions. It is probably difficult to make more title deeds, but is worth the question.

Please if I can be included as an Interested and Effected Party, and on the mailing list for updates.

Yours sincerely

Susan McNaughton

Graceland Vineyards

APPENDIX 5

Without Prejudice:

Re: Objection against various pieces of land for call for proposals and or extension of lease.

In 1652 when the European criminals set foot on our soils, they starting to grab and stole the land of the First Nation.

In 1948, when the NP took over, they adopted a criminal system, called Apartheid which benefited primarily white people at the expense of the inhabitants and black majority.

They adapted another piece of criminal law in 1951, The Group Areas Act. This gave them license to loot and destruct the property of primarily so-called Coloureds communities within Stellenbosch. Their livelihoods, schools, churches, business and land were destroyed and stolen by the white settlers.

Today, the Slave quarters in the Vlakte is still visible and is a living proof of the Land Grab.

Just before the first democratic elections the Apartheid leases was illegally extended for another 50 years and more Land Grap took place.

For the past 30 years during the transition little of these atrocities change because under the DA ruled Council the Land Grap just continue through the extension of lease and or Call for Proposals. All this to benefit DA connected Developers and or Funders.

The skew ownership pattern increased and the economic transformation as per the Constitution remains within the Stellenbosch a pipe dream.

For the majority of residents there is NO Sense of Place and inequality increased and the economic prosperity for Apartheid beneficiaries knows No boundaries.

In terms of Gini coefficient, Stellenbosch is the most unequal town in South Africa.

Taking this into account, why are the DA led Municipality failed in their developmental mandate?

Why can't they at least utilize the Public Land to address the skew ownership pattern and economically empower the Previously Disadvantage Communities?

Objection 1. Die Stellenbosch Vliegvelde- Farm 502 L

1. I hereby object against the above-mentioned erven that's out for tender because I don't believe this will economically benefit on a sustainable basis the Previously Disadvantaged Individuals.
2. I am of the view that this decision will primarily protect the status quo that will not be in the interest of economic justice.
3. Under the leadership of the previous Mayor. Conrad Sidego, the Council made a conscious decision and resolve that Farm 502 L be advertised to ensure an open, equitable and transparent tender process. This is also prescribed by the MFMA.
4. This decision was then afterwards rescinded by the infamous Mayor Van Deventer who left our town under a cloud and the objective was to protect the current beneficiaries.
5. You had more than five years to rectify the above-mentioned decision.
6. I have No faith this will be an open and transparent and equitable process but is merely a tick in the box to once again benefit the DA connected and Apartheid Beneficiaries.
- 7. I propose that you should follow the prescribe of the MFMA and follow an open, equitable and transparent Tender Process.**
- 8. Failing in doing so, you will illustrate that you are against social justice and the guidelines of the MFMA and the Assets Transfer Regulation.**
- 9. Any disposal of Municipal land should consider the needs and the ambitions of the local PDI" S and this include economic transformation.**

- 10. Alternatively, if my proposal is dismissed then the Municipality must include in the Bid process a Condition of Approval which will secure at least a 30 % BEE partnership consisting of local residence within the WCO 24 residing here for more than 10 years.**

Objection 2: Mountain Breeze- Caravan Park. Erven 529, 537 and all relevant erven.

- 1. I vehemently object against any current proposals by the Stellenbosch Municipality and my reasons are as follow,**
 - a. I am of the view that this decision will primarily protect the status quo that will not be in the interest of economic justice.**
 - b. This land should rather be utilised for future Municipal Services that will include social services to the benefit of the Previously Disadvantage Communities, especially located in Jamestown and the surrounding farm workers.**
 - c. The fact that you prematurely decide that this land will not be needed for any Municipal Services is disingenuous and criminal.**
 - d. I proposed that you conduct a transparent process with the Jamestown residents and adjourning farms to get their respective inputs as how best to utilize this public land.**
 - e. There is sufficient space to consider an integrated mixed-use development that will include all relevant social services, e.g. social and affordable houses, economic developmental and eco- tourism**
 - f. Any disposal of Municipal land should consider the needs and the ambitions of the local PDI” S and this include economic transformation.**

ALUTA CONTINUA!!!!

APPENDIX 6

Yolande van den Berg

From: mm
Sent: Monday, 10 February 2025 10:52
To: Annalene De Beer
Cc: Nomie Tshefu; Yolande van den Berg; mm
Subject: FW: [EX] Public Participation Process: Objection to Disposal/Long term lease of Municipal Property

Good day Director

Herewith, please see sub-joined objection received on Mountain Breeze Caravan Park.

Kind regards,

Raydine Wenn
 Personal Assistant
 Office of the Municipal Manager

T: +27 21 808 8025 • F: +27 21 886 6749
 71 Plein Street, Stellenbosch, 7600 • PO Box 17, Stellenbosch, 7599 www.stellenbosch.gov.za

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

From: Cathleen Booysen <~~cathleen.booysen@ Stellenbosch.gov.za~~>
 Sent: Friday, 07 February 2025 11:06
 To: mm <Municipal.Manager@stellenbosch.gov.za>
 Subject: [EX] Public Participation Process: Objection to Disposal/Long term lease of Municipal Property

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

This objection has reference to:

1. DISPOSAL: MOUNTAIN BREEZE- CARAVAN PARK. ERVEN 528, 529C
2. LONG TERM LEASE: FARM 502L, STELLENBOSCH
3. LONG TERM LEASE: PORTIONS OF THE TRANSVALIA COMPLEX (ERVEN 825, 1123, 1125, 1130, 1133, 1128, 1129, 1124, 1134, 1142 AND 1160 STELLENBOSCH)

Dear Municipal Manager

I'm writing to formally express my disapproval of the recent request for proposals and/or lease extensions for several parcels of property that fall within your purview. The following grounds form the basis of this objection:

1. Lack of Public Consultation and Transparency There has been a lack of transparency in the call for proposals and/or lease extension process. Fair participation from interested parties has been limited as a result of insufficient public consultation and disclosure of important information pertaining to the land in question.

2. Inexcusable Extension of Lease

There is no explicit justification for the proposed lease extension. To guarantee the most advantageous use of public land, proper due diligence should be carried out before granting any lease extension, including public participation and a competitive bidding procedure.

3. Social and Environmental Issues

The land in question might be important to society and culture, or it might have environmental significance. Long-term harm could result from any lease renewal or allocation that does not include comprehensive environmental impact evaluations and stakeholder involvement.

The fourth is a possible conflict of interest.

There are worries that there might be conflicts of interest or partiality in the selection process for the proposals and/or lease renewal. To guarantee accountability and justice, a transparent and impartial review process should be put in place.

5. A Different and More Helpful Use

There may be a more advantageous use for the land that would meet the needs of the community, including housing, public amenities, or conservation. A reassessment should be carried out before proceeding with any decision.

Based on these concerns, I urge your office to: - Halt any further action regarding the call for proposals or lease extension until a thorough and transparent review is conducted.

- Conduct meaningful public participation and consider alternative options that best serve the interest of the community.

- Ensure fair and competitive processes in the allocation or lease of public land.

I appreciate your prompt attention to this matter and look forward to your response. Kindly acknowledge receipt of this objection and advise on the next steps to address these concerns.

Kind Regards

Cathleen Booysen



<https://lh3.googleusercontent.com/a/ACg8oclg4lxc_R20q4mxaVWhi_QDpT4JEdoMZ10J2KcCV4rczfMC0Q=s40-p-mo> ReplyForward

Add reaction

APPENDIX 7

Submission made by:

Clifford Edward George Coombe

Audacia 1, Stellenrust Road, Stellenbosch

Phone: [REDACTED]

Cell: [REDACTED]

Email: [REDACTED]

10 February 2025

SUBMISSION AND INPUT IN TERMS OF THE FUTURE USE OF PORTIONS 528A AND 528CC, STELLENBOSCH (FORMERLY KNOWN AS MOUNTAIN BREEZE CARAVAN PARK)

The writer represents the owners of Portion 1, Audacia and as the property will also be used for residential purposes, the owner has a very real interest in the use of the property and specifically the safety and security aspects relating thereto.

This submission is made in terms of the request from the Stellenbosch Municipality to get inputs from the public as to the possible future use of the Mountain Breeze Caravan Park.

The caravan park is situated on Portions 528 A and 529 C, of the R44 Highway, as shown below:

FUTURE USE SUBMISSION INPUT:

This submission involves retaining the property in two separate portions:

1.) PORTION A (FOREST IN-PERPETUITY):

This portion will be the portion on the Somerset West Side of the Stellenrust Road. **Security is of paramount importance and securing the perimeter of the forest should be a priority despite who the owner of the property will be in future.**

It is suggested that this Portion be retained as a **FOREST IN-PERPETUITY** (as it currently is), the forest is a landmark of the area and had a major influence on the decision that was taken to purchase the property referred to as Audacia 1, above. Converting the forest to an indigenous forest over the next 20-50 years should be done by planting indigenous trees in time to replace any of the stone pines that are lost due to old age.

We suggest the following in regard to the possible future use regarding this portion:

- (a) The forest is home to a number of owls as well as birds of prey and should be retained as a **forest in-perpetuity** (ensuring that the visual impact from the R44 and surrounding area is always retained).
- (b) Should the property be sold, security and access control would then become the responsibility of the owner. We suggest that it be retained as a **forest in-perpetuity** and that no residential development is allowed by the new owner. The property can be used for eco-tourism, bird watching, educational facilities and similar activities that are complimentary to the caravan park.
- (c) The Property could be made available to the Department Arts and Social Sciences of the University of Stellenbosch to be used as for public art with a number of local artists being given the opportunity to exhibit outdoor sculpture pieces at various locations throughout the forest.

2.) PORTION B (CARAVAN PARK):

This portion will make up the portion of land on the Stellenbosch side of the Stellenrust Road. **Security is of paramount importance and securing the perimeter of the forest should be a priority despite who the owner of the property will be in future.**

We believe that retaining the property as a caravan park will be in the interest of promoting Stellenbosch as a destination for nature lovers and

environmentally conscience tourists. The property should however be upgraded to “best of industry standards”.

We suggest the following in regard to the possible future use regarding this portion:

- (a) The property could be retained and owned by the municipality and leased out as a **Caravan Park**, ensuring that the forest is retained and thereby protecting the various bird species currently resident in this forest portion.
- (b) The property could be sold on the basis that the portion be retained as a **Caravan Park** ensuring that the forest is retained and thereby protecting the various bird species currently resident in this forest portion as well as educational facility as well as eco-tourism destination.

We look forward to receiving your reply to the above submission. Please note that the writer is prepared to attend a meeting for purposes of presentation and or participation in any discussions regarding the subject, should this be necessary.

Regards

APPENDIX 8

Yolande van den Berg

From: mm
Sent: Wednesday, 12 February 2025 08:44
To: Annalene De Beer
Cc: Yolande van den Berg; mm; Nomie Tshefu
Subject: FW: [EX] Objection to Disposal / Long term Leases of Municipal Properties

Good day Director

Herewith, please see sub-joined email for your attention.

Kind regards,

Raydine Wenn

Personal Assistant

Office of the Municipal Manager

T: +27 21 808 8025 • F: +27 21 886 6749

71 Plein Street, Stellenbosch, 7600 • PO Box 17, Stellenbosch, 7599

www.stellenbosch.gov.za

From: JOHN ANDREWS <john.andrews0026@gmail.com>
Sent: Friday, 07 February 2025 12:38
To: mm <Municipal.Manager@stellenbosch.gov.za>
Subject: [EX] Objection to Disposal / Long term Leases of Municipal Properties

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Municipal Manager,

I John Andrews writing to express my objection to the proposed disposal and long-term leases of municipal properties, as advertised in the public participation process. Specifically, I object to:

1. Disposal of Mauntian Breeze Caravan Park, Erf 528/528C*: I believe that this property has significant recreational and tourism value, and its disposal may not be in the best interest of the community.
2. Long-term Lease of Farm 5021, Stellenbosch: I am concerned that this lease may compromise the municipality's control over this valuable asset and potentially lead to unintended consequences.
3. Long-term Lease of Portion of Transvalia: I object to this lease due to concerns about the potential impact on the surrounding community and the environment.

As a concerned citizen, I believe that these proposals require further consideration and consultation with the community. I request that the municipality:

- Provides more information about the proposed disposal and leases
- Conducts public hearings and engages with the community to address concerns
- Considers alternative options that prioritize community benefit and public interest

I would appreciate the opportunity to discuss these objections further with the municipality.

According to the Municipal Finance Management Act, a public participation process is required for the disposal or long-term leasing of municipal properties¹. Additionally, leasing policies for municipally owned immovable property may require public participation for long-term leases or high-value assets.

Thank you for considering my objections

Sincerely

John Andrews

APPENDIX 9

Southern Africa Aboriginal Congress

ASPIRATIONS OF THE ABORIGINES FROM SOUTH AFRICA

Under Jurisdiction in Accordance with Act 3 of 1961



Stellenbosch Municipality

██████████ 3rd Floor WPK Building

Corner Ryneveld & Plein Streets

Stellenbosch 7600

Attention: Yolande Van Den Berg

APPEAL

DETAILS OF THE APPELLANT	DETAILS OF THE APPLICANT
Name of Appellant:	South African Aboriginal Congress Stellenbosch Aboriginal Council
Appellant's Representative:	Mr. Chandre Danaob Williams
Email Address:	██████████
Telephone Number:	██████████

Please take note the Southern Africa Aboriginal Congress (SAAC) Stellenbosch Aboriginal Council hereby lodge an official appeal on the disposal of Mountain Breeze Caravan Park erven 528, 529C. Long-term lease farm 502L, Stellenbosch. Long-term lease: portions of the Transvalia Complex Erven: 825, 1123, 1125, 1130, 1133, 1128, 1129, 1134, 1134, 1142, 1160.

GROUNDS OF APPEAL	RESPONDING STATEMENT BY THE APPLICANT	COMMENTS BY THE DEPARTMENT
Failure to take into account the historical Aboriginal Natives' land rights; Failure to take into account food security and food security zones; Failure to take into account culture and heritage impacts of destruction for plunder.	We, the SAAC Stellenbosch Aboriginal Council wish to appeal against the disposal of Mountain Breeze Caravan Park. It is our intention to secure a long-term lease and transform the site into a cultural heritage centre and tourist attraction/destination; and create job opportunities for the Aboriginal Natives resident to the area. We are also developing our own mobile application related to the services on offer to be commercialized on a global scale in collaboration with Tourism SA.	Disposal of land: Mountain Breeze Caravan Park Erven 528, 529C for the purpose of generating revenue and evicting the illegal occupants on the land.

The Southern Africa Natives (SAN), also known as Aborigines, hold our environment in the highest regard, valuing it in its pristine, untouched condition. Historically, the Mountain Breeze Caravan Park is situated on Aboriginal Native lands and the land cannot be sold or transferred without our approval, as stipulated by the Coloured Persons Communal Reserve Land Trust Act 3 of 1961. Although Act 3 of

1961 was unlawfully repealed by the national government without the consent of the Aboriginal Natives, the Trust remains valid and cannot be dissolved without our agreement.

Given these circumstances, we are optimistic and confident that the SAAC Stellenbosch Aboriginal Council will successfully realize the establishment of the Stellenbosch Native Cultural Hub, as we intend to name it.

Should you have any questions, kindly email us on: secretary@statal.snaa@gmail.com

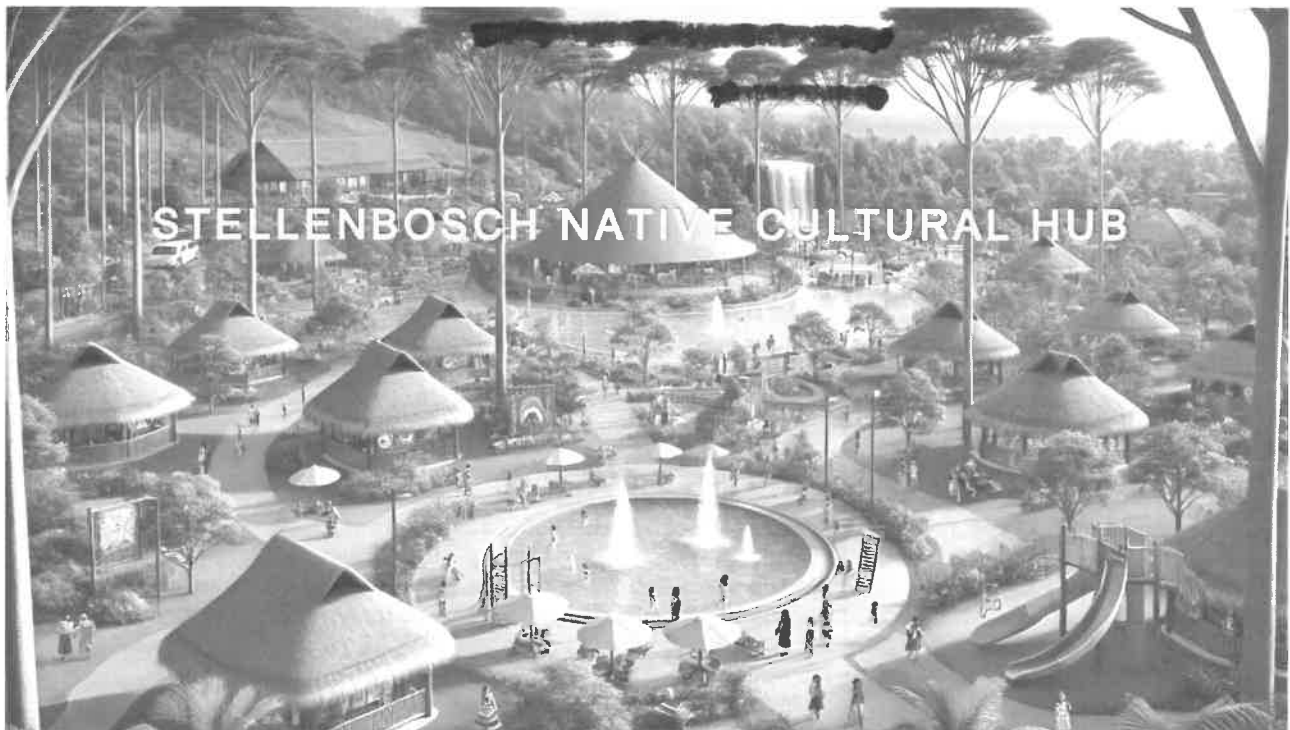
We await your urgent response.

Signature: _____
CHANDRE DANA OB WILLIAMS
S.A. ABORIGINAL CONGRESS
Stellenbosch Aboriginal Council



Date: 11 February, 2025

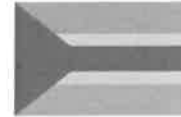
PROPOSED DRAFT



APPENDIX 10

024/425786/08 NPE 1/

UNITED SOVEREIGN CAPE KINGDOMS



Est 2024

USCK Administrators Office Kraaifontein Western Cape

LETTER OF AUTHORITY

Date 12 February 2025

Chief Leatitia Timmie (February)

Appointed Chief to represent USCK

Stellenbosch

For the Attention

The Municipality Stellenbosch

The following objections with reference to:

- 1) Longtem Lease on Transvalia Complex
- 2) Complex Erf 825, Erf 1123 , Erf 1130, Erf 1125. Erf 1133,Erf 1129,Erf 1160, Erf 1134 and Erf 1142.
- 3) Longterm lease Farm5021 Stellenbosch.

Dear Manager

We the USCK has appointed Chief Leatiria Timmie (February) as the mediator and negotiator in the Stellenbosch Region, to behalf our members in Stellenbosch.

Our Communitties are very unhappy and feel the the Municipality do not take the community of Stellenbosch in consideration, when discussions and decisions affecting our community are being taken.

We disaprove of the recent request for proposals /lease extentions of certain properties with in your purview.

Grounds of objections :

Lack of public participation and involvement.

No Transparency

Fair Participation

A

2024/425786/08 NPC T/C

UNITED SOVEREIGN CAPE KINGDOMS



Non disclose

Proposals for leases

And disclosure of information

Kind regards

Administrator USCK

High Commissioner

Bradley Kruger

Please contact above Chief on Email [REDACTED] Cell [REDACTED]

A handwritten signature in black ink, appearing to read "Botha V".

SPC Gqona King Cornelius Botha V

APPENDIX 11

Yolande van den Berg

From: mm
Sent: Wednesday, 12 February 2025 14:12
To: Annalene De Beer
Cc: Yolande van den Berg
Subject: FW: [EX] Objections has Reference to :

Good day Director

FYA

From: Sylvia Bell [mailto:sylvia.22@gmail.com]
Sent: Friday, 07 February 2025 14:03
To: mm <Municipal.Manager@stellenbosch.gov.za>
Subject: [EX] Objections has Reference to :

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Disposal / Longterm Leases of
Mountain Breeze / Caravan Park.

Dear MM Stellenbosch Municipality.

Hope all is well with you.

I am writing to you to place my Objections about the Following

1.Disposal of Mountain Breeze / Caravan Park Erven 528 529 C

2.Long term lease of : Farm 5021 Stellenbosch

3.Long term lease : Portions of Transvalia Complex...the following ervens...825 , 1129 , 1130 , 1133 , 1123 , 1125 , 1128 , as well as 1125.

I am of the Opinion that the Public Participation time frame are not efficient for the broader Stellenbosch Communities to take in what plans are at Council to the abovementioned Properties.

I became aware of abovementioned through Eikestad Media Last Friday 31 St of January 2025.Some of these Ervens Time frames for Objections are closing today 7 th February 2025.

Please Consider an Extension of All the abovementioned ervens For the Broader Public Participation from the Stellenbosch Municipality side.

I Thank you MM

&

I wish to hear from you in this Regard.

S.Bell


Regards.

APPENDIX 12

Yolande van den Berg

From: Jacques de Villiers <jdkdevilliers@gmail.com>
Sent: Friday, 14 February 2025 08:35
To: Yolande van den Berg
Subject: [EX] Mountain Breeze

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

More Yolande

Dankie dat jy my oproep gevat het - seker die mense maak jou mal oor die stuk grond, net n paar vrae:

1. Laat weet asseblief wanneer die veiling gaan gebeur
2. Kan die huidige stukture wat tans daar staan bly, is daar planne vir hulle, of gaan julle my dit laat afbreek om in lyn te kom met landbou zonerings?

Regards

Jacques de Villiers
0824487776
jdkdevilliers@gmail.com

APPENDIX 13



STELLENBOSCH

STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

DIRECTORATE: PLANNING & ECONOMIC DEVELOPMENT

Our Ref : Farm 528 S
Contact per : Mbalentle Fikeni
Contact no. : 021) 808 8667

ZONING CERTIFICATE

**Farm No 528, Stellenbosch Division, Administrative District of Stellenbosch,
Province of the Western Cape**

1. ZONING SCHEME PROVISIONS APPLICABLE TO THE SUBJECT PROPERTY

In accordance with the Stellenbosch Zoning Scheme Bylaw 2019, the base zone allocated to the above property, is:

AGRICULTURE AND RURAL ZONE

In terms of the provisions of the said Bylaw, this base zone may provide for the following Primary, Additional and Consent land uses:

PRIMARY USES PERMITTED	ADDITIONAL USES Land development requiring technical approval in terms of Section 15 of the Stellenbosch Land Use Planning Bylaw, 2023	CONSENT USES Land development requiring approval in terms of Section 15 of the Stellenbosch Land Use Planning Bylaw, 2023
Agricultural building (≤2000m ²) Agriculture Dwelling house Forestry Natural environment Occasional use (one event/year) Private road Polytunnel (≤2000m ²) Second dwelling Employee housing (one unit)	Agricultural building (>2000m ²) Agricultural industry (<2000m ²) Bed and breakfast establishment Employee housing (exceeding one unit) Guest house Home day care centre Home occupation practice Polytunnel (≥2001m ² and ≤5000m ²) Rooftop base telecommunication station Tourist dwelling units Tourist facility (existing buildings)	Abattoir Additional dwelling units (max 4) Airfield Airstrip Agricultural industry (≥2000m 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 (>5000m 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. PERMITTED LAND USES ATTACHED TO THE SUBJECT PROPERTY

The land uses which are permitted on the subject property in accordance with the zoning provisions and the approvals granted and on record, are the following:

- a) All primary land uses as per the Zoning Scheme Bylaw. See **Annexure B**.
- b) With consent use for:
 - A Camping Site subject to conditions contained in the decision letter dated 13 May 1985, see **Annexure A**.
 - Tourist Accommodation Establishment.

3. LAND USE RESTRICTIONS

This property may only be used for the permitted land uses detailed above and for no other purpose.

The above land uses are subject to various definitions, development parameters and restrictions contained in the applicable zoning scheme, a copy of which is available on the Stellenbosch Municipality website at <https://stellenbosch.gov.za/planning-portal/>.

4. STATUS OF THE ZONING CERTIFICATE

- a) A Zoning Certificate is not a legal mechanism to vest any land use rights and where there are any discrepancies between the zoning information contained in this certificate and any current Municipal decision on the permitted land use rights and any qualification thereon, such Municipal decision on the land use rights will override the contents of this zoning certificate.
- b) The permitted land use rights attached to the subject property does not exempt the owner/occupier from compliance with any other statutory requirement which may be applicable to the subject property, inclusive of restrictive title deed conditions.


 For Director: Planning and Economic Development

19/12/2023
 Date:

Stellenbosch GIS Map

SCALE

1:9 027,98

Legend



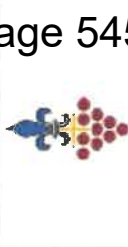
Stellenbosch Municipality
Planning & Economic Development
Created by: Corporate GIS

Date: 2023/12/12



Author: Stellenbosch Municipality

Page 545



Stellenbosch Municipality
Street Address:
71 Plein Street, Stellenbosch, 7600
Tel: 021 808 8658

This map is a representation of the information currently held by the St Albans Local Authority. While a very effort has been made to ensure the accuracy of the product, Council accepts no responsibility for any errors or omissions in or for any loss or damage suffered by any person as a result of the publication of this map and the information on it, or as a result of reliance on the information made available on the map.



ANNEXURE A

Plaas 528

G.C. DE KLERK

13 Mei 1985

Mnr. D. Malan
Postbus 367
STELLENBOSCH
7600

Geagte Meneer

UITLEGPLAN VIR NUWE KARAVANPARK : PLAAS 528

Dit is vir my aangenaam om u mee te deel dat die Stadsraad op sy vergadering van 16 April 1985, u uitlegplan, soos voorgelê, goedgekeur het onderworpe aan die volgende voorwaardes:

- (i) alle strukture soos die toilette, ontspanningsale, wonings ensovoorts is onderworpe aan die Raad se goedkeuring;
- (ii) die voorstelle ten opsigte van watervoorsiening, riool en elektrisiteit is onderworpe aan die Raad se goedkeuring;
- (iii) alle afmaak van bestaande bome is onderworpe aan die Hoofbosbeheerders se goedkeuring; en
- (iv) dat die verhuuringskontrak gewysig word deur die invoeging van "hoogstens" voor getal "200" in paragraaf 4.1 van die kontrak.

U is welkom tot enige verdere navrae.

Die uwe

n G.M. STRYDOM
STADSKLERK

GCDEK/js

Ben J
Reg Afgesig op 12/4/85 asb. *(initials)*

UITTREKSEL UIT DIE NOTULE VAN STADSBEPLANNING- EN BOUBEHEER-
VERGADERING GEHOU OP 3-4-85

B.8 UITLEGPLAN VIR KARAVANPARK BY LOUWSBOS (PLAAS 528) (12/4/113)

Mnr D. Malan, huurder van die gedeelte grond waarop die Stadsraad die nuwe karavaanpark goedgekeur het, het nou die voorgestelde uitlegplan, opgestel deur sy konsultant, ingedien vir oorweging deur die Stadsraad. Die uitlegplan sal vir bespreking ter tafel gelê word.

Die uitleg maak voorsiening 130 staanplekke teenoor die 200 wat die Raad as vereiste gestel het. Dit het egter duidelik geword dat as gevolg van die groot aantal dennebome dit nie prakties moontlik is om soveel staanplekke op die perseel te akkommodeer nie en kan dit aanbeveel word dat 130 as die minimum aantal aanvaar word.

Verder word voorsiening gemaak vir 32 mobiele huise (Park Homes) wat wel toelaatbaar is volgens die huurooreenkoms, asook ontspanningsgeriewe soos 'n swembad, tennisbane, ontspanningssaal ens.

AANBEVEEL dat die uitlegplan, soos voorgelê, aanvaar word onderworpe aan die volgende voorwaardes:

- (i) alle strukture soos die toilette, ontspanningssale, wonings ens. is onderworpe aan die Raad se goedkeuring;
- (ii) die voorstelle ten opsigte van watervoorsiening, riool en elektrisiteit is onderworpe aan die Raad se goedkeuring; en
- (iii) alle afmaak van bestaande bome is onderworpe aan die Hoofbosboubeampte se goedkeuring.

B.8 AANBEVEEL dat die uitlegplan, soos voorgelê, aanvaar word onderworpe aan die volgende voorwaardes:

- (i) alle strukture soos die toilette, ontspanningssale, wonings ensovoorts is onderworpe aan die Raad se goedkeuring;
- (ii) die voorstelle ten opsigte van watervoorsiening, riool en elektrisiteit is onderworpe aan die Raad se goedkeuring;
- (iii) alle afmaak van bestaande bome is onderworpe aan die Hoofbosboubeampte se goedkeuring; en
- (iv) dat die verhuringskontrak gewysig word deur die invoeging van "hoogstens" voor getal "200" in paragraaf 4.1 van die kontrak.

(12/4/113)
(HBB + ASK)



Beie



STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

ANNEXURE B

STELLENBOSCH MUNICIPALITY ZONING SCHEME BY-LAW

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CHAPTER 20: AGRICULTURE AND RURAL ZONE

CHAPTER 20: AGRICULTURE AND RURAL ZONE**199. Zone name and designation on map**

- (1) The Agriculture and Rural zone may be referred to by the code (AR) and shall be indicated on the zoning map in pale green (Colour code 211,255,191).

200. Purpose of the zone

- (1) The purpose of this zone is to make provision for:
- the protection and preservation of agricultural land, rural landscapes and biodiversity;
 - use of land for purposes of bona fide agricultural production or conservation;
 - buildings and structures which may be erected for reasonable and normal agricultural purposes;
 - a limited range of other ancillary uses which may take place on agricultural land units, either as additional rights or with the consent of the Municipality and which provides for more intensive agricultural use, agricultural industry or tourism which has the objective of creating variety, ensuring sustainability and providing diversified income to land owners, without adversely impacting on the primary use of the land unit for agricultural purposes.

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.

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- (3) After the commencement of this Scheme, and prior to the erection of any new buildings or alterations to existing buildings or the conversion of any existing buildings to a new land use, a site development plan shall be submitted in accordance with section 216 for a land unit.
- (4) A technical approval for an additional use shall not be issued in terms of section 13(8)(f) unless all the applicable parameters for that use in the relevant section is complied with. Any deviation from these parameters requires a consent use application in terms of Planning Law.
- (5) Portions of buildings or land in this zone may not be registered separately by sectional title.

202. Agricultural buildings

- (1) Agricultural buildings which are directly related to the agricultural activities on a land unit may be erected, provided that where the coverage of any one building exceeds 2000m², an application for technical approval for an additional use shall be made in terms of section 13.
- (2) The number of agricultural buildings on a land unit is not limited provided that all buildings are reasonably connected to the main farming activity.
- (3) Should agricultural buildings on one land unit serve a farm which consists of more than one land unit, the Municipality may, in their sole opinion, require that land units be notarially tied to prevent the separate sale thereof, before approving the building plan on a specific land unit.

203. Agricultural industry

- (1) At least 50% of the produce used in an agricultural industry shall be grown or produced on the particular farm on which the agricultural industry is located.
- (2) Where the total area used for the agricultural industry on a land unit, including all storage, parking, loading and associated circulation space for the activity, is less than 2000m²⁷, agricultural industry buildings may be erected provided that the Municipality has granted an application for technical approval for an additional use in terms of section 13.
- (3) A consent use application is required where the total area used for the agricultural industry on a land unit, including all storage, parking, loading and associated circulation space exceeds 2000m².
- (4) The Municipality may require information about produce, yields and production capacity to confirm the scale of the proposed building is commensurate with the farming activities on the land unit or farm concerned.
- (5) The agricultural industry shall remain subservient to the agricultural activities on the land unit or farm.
- (6) Other farm owners in the surrounding area may supply produce to the agricultural industry provided that the definition is complied with.
- (7) An agricultural industry may not be subdivided, alienated via a registered lease, or sectionalised.
- (8) Should agricultural industry buildings on one land unit serve a farm which consists of more than one land unit, the Municipality may, in their sole opinion, require that land units be notarially tied to prevent the separate sale thereof, before approving the building plan on a specific land unit.

204. Dwelling house, second dwelling and additional dwellings

- (1) One dwelling house and one second dwelling shall be permitted on any land unit as a primary right.

⁷ It should be noted that NEMA requires a basic assessment for agricultural industries of **2000m² or more** in extent which are located outside industrial areas (refer Regulations 327 Reg 8 April 2017).

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- (2) On land units exceeding 20ha in size, the Municipality may grant its consent for additional dwelling units at a rate of one additional dwelling unit per every 10ha exceeding the 20ha threshold, up to a maximum of four additional dwelling units, as set out in the definitions. This parameter may not be deviated or departed from.
- (3) Each dwelling house, second dwelling or additional dwelling unit may be occupied by no more than one family as defined or may be used in a manner permitted as additional uses or consent uses if approved by the Municipality, and the same conditions as set out in Chapter 7 for bed and breakfast establishment, home day care centre and home occupation practice shall apply.
- (4) The maximum building development parameters are indicated in section (7): a main dwelling and second dwelling may not exceed a coverage of 600m² each whilst any additional dwelling is limited to a coverage of 120m² each. Coverage excludes garage, carport or outbuildings which are ordinarily associated to a dwelling house for one family.

205. Employee housing unit

- (1) One employee housing dwelling unit shall be permitted on a land unit as a primary right.
- (2) The Municipality may grant its further technical approval for additional employee housing units, provided that it is satisfied that the owner has provided sufficient proof that the additional employee housing units are for *bona fide* employees associated with activities on the land unit.
- (3) An employee housing unit may only be used for the accommodation of one family as defined, unless another use thereof has been approved by the Municipality.
- (4) One of the occupants of each of the employee housing units shall be permanently employed in connection with the farming activities on the farm concerned.
- (5) The maximum building development parameters are indicated in section (7): each employee housing unit may not exceed a coverage of 120 m². Coverage excludes garage, carport or outbuildings which are ordinarily associated to a dwelling house for one family
- (6) Construction of new employee housing units shall be refused where employee housing units on the land unit were, in the past, converted to other land uses, unless the Municipality is satisfied that such approval will not result in creeping development footprint which exceed the overall development extent intended for a land unit or will lead to an erosion of agriculture as the primary land use on the property.
- (7) Should employee housing on one land unit serve a farm which consists of more than one land unit, the Municipality may, in their sole opinion, require that land units be notarially tied to prevent the separate sale thereof, before approving the building plan on a specific land unit.

206. Home occupation and home day care as additional uses

- (1) A home occupation or home day care establishment may only be conducted from the approved main dwelling house or the second dwelling on the land unit and the proprietor shall reside in a main dwelling or second dwelling on the land unit. The same parameters as set out in section 51 shall apply to a home occupation or home day care establishment in this zone.

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209. Tourist facilities in this zone

- (1) The parameters in this section shall apply to all tourist facilities on a land unit which are conducted as an additional use in this zone.
- (2) A technical approval for additional uses shall not be issued in terms of section 13(8)(f) unless all the applicable parameters in this section are complied with. Any deviation from these parameters requires a consent use application in terms of Planning Law.
- (3) Tourist facilities in this zone may only be undertaken from a land unit where the primary use of the land unit is *bona fide* agriculture or natural environment or a combination of these uses and where the proposed activity is subservient to the primary land use on the farm.
- (4) Tourist facilities which are additional uses, and which require buildings to operate from, may only be undertaken from existing approved buildings on the land unit which are no longer utilised for their original purpose, provided the Municipality may approve internal alterations and minor additions to these buildings within the parameters of this Scheme. Building plans must be submitted and approved prior to converting existing buildings to tourist facilities.
- (5) New buildings for tourist facilities require a consent use application in terms of Planning Law.
- (6) The total coverage of all buildings plus any external use areas which are used for tourist facilities (excluding parking areas) as an additional use, including the area which is used for manufacturing as envisaged in subsection (8), shall not exceed 250m² for the entire land unit, of which:
 - (a) the total coverage of buildings plus external use areas of all shops in a tourist facility as provided for in subsection (7) may not exceed a total of 120m² and this is a sub-limit of the overall limit for tourist facilities;
 - (b) the coverage plus external use areas used for the making and manufacturing of products as provided for in subsection (8) may not exceed a total of 50m² and this is a sub-limit of the overall limit for tourist facilities. This sub-limit may not be exceeded through application for consent use, nor may it be departed from;
 - (c) the total land area for market stalls may not exceed 120m² and this is a sub-limit of the overall limit for tourist facilities.
- (7) Shops in a tourist facility, which may include a market, farm stall, farm shop, point of sale, deli, may sell goods which are produced or grown on the farm, or goods from elsewhere, provided that at least 50% of the floor space of the shop shall be dedicated to the display and sale of goods produced or grown on the farm.
- (8) Tourist facilities may include an area for the brewing or manufacturing of beverages, cooking or baking of food, making of arts, craft, clothing or articles, where the raw materials used in such activity is not necessarily grown or farmed on the land unit concerned, provided the following conditions are adhered:
 - (a) the activity shall be undertaken or managed by the owner of the farm or one of their relatives, or a full-time employee of the farm or one of their relatives;
 - (b) such goods may be sold in the tourist facility on the property, or elsewhere.
- (7) The site development plan together with any conditions as approved by the Municipality shall constitute the development rules for the activity and any expansion, alteration or relocation will require a further application in terms of this Scheme.
- (8) The Municipality may impose any conditions required to mitigate the potential impact.
- (9) Tourist facilities may not have an adverse impact on surrounding properties, in respect of, but not limited to, noise, traffic congestion, pollution, emissions or the gathering of large numbers of people, or the presence of people hindering agriculture e.g. during spraying season, nor may the tourist activities have an adverse impact on any *bona fide* agricultural activities on the farm itself or on neighbouring properties.

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- (10) The Municipality may, at any time after the commencement of the activity impose additional conditions to mitigate adverse impacts or it may instruct the owner that the activity shall cease, and the Municipality shall issue a compliance notice in accordance with the Municipal Planning By-law.
- (11) Tourist facilities which exceed the maximum thresholds or any of the conditions or provisions in this section shall require a consent use application, unless the specifically prohibited in this section, and the Municipality may only grant such consent if it is satisfied that the objectives of the Agriculture and Rural zone will not be undermined by such approval.

210. Polytunnels in this zone

- (1) For polytunnels, which for the purposes of this section also include agricultural shade netting, the following provisions apply: -
 - (a) up to 2000m² coverage per land unit are permitted as a primary use provided that it is indicated on an overall site development plan for the farm submitted to the Municipality in accordance with section 216 prior to erection thereof;
 - (b) between 2001m² and 5000m² coverage per land unit is permitted with the technical approval of the Municipality, subject to a more detailed and location-specific site development plan, as may be required by the Municipality;
 - (c) exceeding 5000m² coverage on a land unit requires a consent use application to be submitted and approved by the Municipality.
- (2) When assessing an application for technical approval or consent use for polytunnels, the Municipality shall take cognisance of the importance of agriculture and food security and strive to approve applications forthwith if proposals address concerns of adverse impacts on visual, cultural and heritage amenity and addresses all technical requirements.
- (3) The Municipality may require proposals to be amended, in the form of repositioning, screening and any other measures which may address negative adverse impacts.
- (4) The Municipality may also impose measures and conditions related to decommissioning as set out in section 24 of this Scheme.

211. Mining as a temporary departure in Agriculture and Rural Zone

- (1) The Municipality may grant a departure in this zone to use land for the purposes of mining on a temporary basis.
- (2) Notwithstanding section 18(1)(b) of the Stellenbosch Land Use Planning By-law, the period for which a mine may operate shall be linked to the life expectancy of the mine and may exceed a period of 5 years.
- (3) The Municipality shall impose conditions relating to the period of validity, other operational requirements, as well as future rehabilitation of the mine after closure, as provided for in section 24 of this Scheme.

212. Rooftop and freestanding base telecommunication stations

- (1) A rooftop base telecommunication station in this zone is an additional use and a freestanding base telecommunication station may only be erected if consent use is approved by the Municipality.
- (2) A rooftop base telecommunication station antennae may not extend more than 3 meters in height above the part of the building that it is attached to unless otherwise approved by the Municipality when granting a technical approval.

⁹ It must be noted that The National Heritage Resources Act (no 25 of 1999) requires a NID to be submitted for any activity that will change the character of a site exceeding 5000m² in area.

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- (3) Any base station attached to the antennae shall be accommodated within the envelope of the building itself or inside its roof structure and shall not be visible from a public road, unless otherwise approved by the Municipality when granting a technical approval.
- (4) The mast of a freestanding base telecommunication station may not extend more than 30 meters in height above existing ground level.
- (5) The height of any structures and buildings associated with a freestanding base telecommunication station (excluding the masts) may not exceed 1 storey unless otherwise approved by the Municipality when granting its consent.
- (6) The Municipality may request that a pre-electromagnetic radiation test be commissioned to accompany the application.
- (7) The Municipality may require appropriate context-specific screening to mitigate the impact of such infrastructure.

213. Consent uses in Agriculture and Rural Zone

- (1) Prior to approving a consent use application for the conversion of any existing buildings on a land unit in this zone, the Municipality shall require a site development plan to be submitted in accordance with the requirements in section 216.
- (2) When approving new consent uses the Municipality shall have regard for the objectives of the zone namely the preservation of agricultural land and the continued use of farm land for agriculture.
- (3) The scale of the individual buildings used for consent uses shall remain in keeping with the character of buildings on the land unit, the character of the area and non-agricultural land uses may not dominate the farm activities or buildings form.
- (4) A consent use application for an abattoir, airstrip, meeting facilities associated with a guest house, day care centre, helicopter landing pad, hotel, outdoor sport, tourist accommodation establishment and tourist facilities which exceed the threshold may only be approved if the Municipality is satisfied that the use is subservient to the primary use of bona fide agriculture or natural environment or combination of these two primary uses.
- (5) These consent uses may only be undertaken from a land unit where the primary use of the land unit is bona fide agriculture/and or natural environment and where the proposed activity is subservient to these two primary land use activities on the land unit.
- (6) If agriculture or natural environment use is not conducted from the farm, or if agriculture or natural environment use ceases to be practiced on the land unit, a rezoning is required before non-agricultural consent uses may be exercised.
- (7) As far as possible, the consent uses should be undertaken from existing buildings on the property which are no longer utilised for their original purpose, and the Municipality may approve internal alterations and additions to these buildings within the parameters of this Scheme.
- (8) New buildings may only be approved if the Municipality is satisfied that there are no other suitable unused buildings on the land unit which can be used for this purpose, or where the location or configuration of existing buildings are obviously unsuitable or undesirable for the proposed use, or where the proposed new buildings are significantly more desirable given the purpose of the Agriculture and Rural zone.
- (9) The coverage or floor area of each approved consent use on the land unit shall be recorded on the farm's site development plan, and the Municipality may limit the floor area or coverage of each particular land use or the total floor area or coverage that may be used for consent uses.

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214. Building development parameters in this zone

- (1) The following building lines, height, and floor area or coverage thresholds shall apply to buildings and activities within this zone:

Building type	BUILDING LINES (m) Street & common boundaries (incl. ROW servitudes)	HEIGHT (Storeys)	PRIMARY USE Maximum Coverage Threshold	ADDITIONAL USE (SDP) Maximum Coverage Threshold	CONSENT USE Maximum Coverage
Accommodation and dwellings in this zone					
Dwelling house and second dwelling-house (excluding outbuildings, carport or garage)	5m	2 storeys	600m ² each		
Additional dwelling houses (excluding outbuildings, carport or garage): Max 4 dwelling units (1 unit/10ha for land units larger than 20ha)	5m	1 storey			120m ² each
Guest house, bed & breakfast & tourist dwelling units: in existing approved dwellings	In existing approved dwelling houses (as per above)			Max 7 bedrooms	As approved by Municipality
Tourist facilities					
Tourist facilities: overall max limit including outdoor areas used but excluding parking.	5m	1 storey		250m ²	As approved by Municipality
-Shop in tourist facility sub-limit				120m ²	
-Manufacture and craft workshop sub-limit				50m ²	
Other Agricultural buildings					
Employee housing unit (excluding outbuildings, carport or garage)	5m	1 storey	120m ²	As approved by Municipality	
Agricultural buildings	5m	3 storeys	No overall limit on land unit	Any one building > 2000m ²	
Agricultural industry, including outdoor parking and loading areas	5m	3 storeys	n/a	<2000m ²	≥2000m ²
Polytunnels; including shade netting	5m	1 storey	≤2000m ²	≤2001m ² to 5000m ²	>5000m ²

- (2) The general development parameters as set out in Chapter 5 of this Scheme, shall, where applicable, be complied with.

215. Boundary walls and fences parameters

- The height of any masonry wall, excluding the entrance structure and columns, may not exceed 1 meter.
- A fence comprising of only wire or steel palisade (painted charcoal, black or dark green) may not exceed 2,1 meters.
- No brick piers shall be permitted in wire or steel palisade fences and only the entrance gate structure may be of solid brick structures which shall not be higher than 3,5 meters for a maximum distance of 10 meters on both sides of the entrance gate.
- The general development parameters relating to boundary walls and fences in section 23 shall also apply.

216. Site development plan

- (1) A site development plan shall be required by the Municipality for any new development or change of land uses in existing buildings in this zone.

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- (2) An owner of land zoned Agriculture and Rural may submit a site development plan for a farm, as described in subsection (2) even if no new development is intended, at any time after the commencement of this Scheme, and shall do so prior to, or at the same time as, an application is submitted in terms of this Scheme or when a building plan for new buildings is submitted to the Municipality, or when an existing building is converted to another use.
- (3) The purpose of the farm site development plan submitted in terms of subsection (1) and (2) is to indicate all existing buildings and their land uses, cultivated areas, grazing areas, uncultivated areas, dams, rivers, natural veld and critical biodiversity areas on a plan to provide an overview of the extent of land use activities on the land unit, and to enable the Municipality to evaluate the compliance of any new land use or building proposals.
- (4) Any existing activity which is indicated on the overall farm site development plan shall be clearly marked as either an existing primary use, a non-conforming land use/building or previously approved consent use or departure, as the case may be, and the proof of such approval or lawfulness (application number, building plan number or letter of approval, or any other relevant documentary proof) may be requested by the Municipality and must then be supplied by the applicant.
- (5) The plan may also show future intended activities which shall be clearly marked as future primary, additional or consent uses. The plan can either be accompanied by the necessary planning application for the additional or consent uses, or these shall be clearly marked as un-approved uses for future application.
- (6) None of the future activities which require approval in terms of this Scheme are approved by their inclusion on this plan until the relevant planning application is concluded.
- (7) The plan may be updated and amended by the owner from time to time, when the need arises, and shall be updated each time a new building plan or application in terms of Planning Law or this Scheme is submitted.
- (8) The farm site development plan does not require notification to neighbours, unless it accompanies an application in terms of Planning Law, in which case the required procedures will apply.
- (9) An amended farm site development plan shall accompany any application for an additional or consent use indicating the extent and location of the proposed activity in relation to the overall farm land uses.
- (10) Apart from the farm site development plan the Municipality shall also require a more detailed site development plan for the specific additional use or consent use which will serve as the development parameters for the approved use, once approved.
- (11) An approved overall farm site development plan shall not lapse unless replaced by a new farm site development plan.

217. Construction environmental management plan

- (1) The Municipality may require that a construction environmental management plan is submitted for approval prior to building plan approval for the construction of new buildings in this zone.

218. Engineering services

- (1) At building plan approval, the Municipality may impose conditions related to the provision of off-the-grid engineering services in instances where municipal engineering services are not available to a proposed development. Such services shall be provided at the cost of the owner and to the satisfaction of the Municipality.

219. Development charges in this zone

- (1) A development charge is payable in terms of section 20 in instances where a building plan is submitted to utilise intensified primary development rights which came into operation as a result of this Scheme.
- (2) The Municipality shall, prior to approval of such a building plan, determine the extent of such additional rights and calculate the required levy, which shall be paid by the land owner prior to the approval of said building plan.
- (3) The Municipality may impose development charges for any additional use or consent use application in accordance with Planning Law.

7.3.7	RETURN ITEM: CONSIDERATION OF INPUTS ON THE INFORMATION STATEMENT AND CONSIDERATION OF FINAL DECISION TO DISPOSE OF TRANSVALIA COMPLEX TO THE PREFERRED BIDDER IN THE TENDER PROCESS THROUGH A 30 YEAR LEASE AGREEMENT (ITEM WILL BE DISTRIBUTED UNDER SEPARATE COVER)
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ITEM IS WITHDRAWN FROM THE AGENDA