

MOSSEL BAY MUNICIPALITY

ALIENATION OF A PORTION OF REMAINDER OF ERF 2001 SITUATED ON THE EASTERN SIDE OF THE EXISTING DEVELOPMENT (ERF 11567), FYNBOS HEIGHTS LIFESTYLE VILLAGE, HEIDERAND (±6.08HA): ROTARY VILLAGE TRUST

Notice is hereby given in terms of the Local Government: Municipal Finance Management Act, 2003 (Act 56 of 2003) together with the Municipal Asset Transfer Regulations R878 of 2008 and the Local Government: Municipal Systems Act 2000 (Act 32 of 2000).

In terms of Council Resolution, Item E62-03/2021 it was resolved as follows:

- “1. *That cognisance be taken of the application received from the Rotary Trust to extend the current development with a further 135 residential units.*
2. *That as the Rotary Village Trust is a non-profit organisation with its objective to establish community driven projects and as the extension of the Fynbos Heights Lifestyle Village will be to the benefit of the elderly and the community of Mossel Bay, will promote economic development and will also establish a social responsibility by donating a certain percentage to the Benevolent Park Old Age Home as well as to invest in the management thereof, such development is deemed to be in the public interest and a benefit to the whole community; and based thereon the following is recommended as set out hereunder:*
3. *That the Rotary Village Trust submits its registration as a non-profit organisation to the satisfaction of the Municipality prior to the Item being referred back to Council after the Public Participation Process.*
4. *That approval be granted for the alienation of a portion of the Remainder of Erf 2001 (±6.08ha) situated on the eastern side of the existing Fynbos Heights Lifestyle Village Development on Erf 11567, Heiderand, to Rotary Village Trust in order to extend the current development with a further 135 residential units, at a market related purchase price of R10 700 000,00 (VAT inclusive), as it is not required for basic municipal purposes.*
5. *That the General Plan for the extension be opened in the name of the Municipality.*
6. *That the erven be sold individually and that each erf be transferred from the Municipality to the Rotary Village Trust (Trust) as and when it is sold by the Trust, upon which the Municipality will receive such funds pro rata on date of registration of each erf.*
7. *That notwithstanding Item 6 above, full payment in respect of this portion of the Remainder of Erf 2001, will be effected within 60 months from date of Council Resolution.*
8. *That the following conditions be applicable to the Trust and be included and registered in the Deed of Sale between the Trust and potential purchasers:*
 - 8.1. *That ownership of the erven vest in the Municipality until date of transfer.*
 - 8.2. *That the Municipality is not a party to the development.*
 - 8.3. *That the Municipality be indemnified against any claims whatsoever resulting from the development.*

9. *That all streets and public open spaces be transferred to the Trust simultaneously with transfer of the first erf to the Trust.*
10. *That the Trust bears all the costs regarding the above.*
11. *That the Applicant will extend the current Frail Care Facility in the Fynbos Heights Lifestyle Village development with 22 beds.*
12. *That the external services contribution payable by the Applicant be utilised to upgrade and extend Apiesdoring Road and that it be included in a Service Level Agreement to be concluded.*
13. *That a CRR fund for the development be established and ringfenced and that all income derived from this development be utilised for the further upgrading of the Apiesdoring Road.*
14. *That, in addition to the prescribed capital contribution, the following social contribution be made by the Applicant to Benevolent Park, namely:*
 - 14.1. *That the Applicant invest R1 350 000,00 towards upgrading, maintenance, equipment and healthcare at Benevolent Park.*
 - 14.2. *That the Applicant provide management expertise on the Board.*
 - 14.3. *That the Applicant donate one percent (1%) of selling price on re-sales to Benevolent Park to assist with operational expenses.*
 - 14.4. *That the Applicant contribute R1,50 per m² of the levies generated on the sold units to assist with operations.*
15. *That the social contribution will be subject to the Applicant taking over the management of Benevolent Park by means of having majority representation on the Board.*
16. *That delegated powers be awarded to the Executive Deputy Mayor, Councillor Fortuin, the Municipal Manager, the Director: Community Services, the Director: Planning and Economic Development and Legal Services to negotiate with Benevolent Park regarding the management thereof.*
17. *That a separate agreement regarding the management of Benevolent Park, incorporating the contents of Items 14 and 15 above, be entered into between the Applicant, the Municipality and Benevolent Park and be concluded before transfer of the property in the name of the Applicant.*
18. *That, taking into consideration the nature of the development, Council is satisfied that the disposal will be beneficial to the community and will address the demand to accommodate the needs of the elderly and thereby resolve to dispose of the land directly to the Applicant.*
19. *That it be noted that, in terms of the Asset Management Policy, that where the market value of the property is R1 million or more the competitive process must be followed, whether it is a pro-active or re-active disposal; but as this project is considered to be in the community and public interest, a deviation from the Policy, as stated above, be allowed.*
20. *That the disposal of land be construed as the framework in which direct negotiations for the alienation of property will be followed and that following the disposal, the process will be deemed to be fair, equitable, transparent, competitive and cost effective.*

21. *That the Rotary Trust be given an opportunity to present the envisaged development to members of Council during the Public Participation Process.*
22. *That no rights and/or obligations will vest herein before the Deed of Sale and Donation or Management Agreement is signed by all relevant parties."*

Any objections, comments, representations or alternative proposals regarding the Council's intention should be lodged in writing to the Municipal Manager, P.O. Box 25, Mossel Bay, 6500, on or before 9 July 2021. Any objections, comments, representations or alternative proposals which are received after the abovementioned closing date may not be taken into consideration.

FURTHER NOTICE IS HEREBY GIVEN THAT:

Any interested or affected party are hereby requested to:

Submit similar or alternative proposals for the purchase of the Property and the development thereof; and/or

Submit any objections, comments or representations regarding the disposal of the Property and the development thereof by the Trust on the abovementioned terms and conditions.

Any enquiries may be directed to ms. R. Jacobs on telephone number (044) 606 5109 or fax number (044) 606 5062, rjacobs@mosselbay.gov.za. This notice is also available on the website of the Municipality, www.mosselbay.gov.za.

You are kindly requested to contact the abovementioned official to make arrangements for collection, viewing or assistance to provide your comments, objections or representations in writing.

This notice is published in English and will be made available free of charge, in Afrikaans or Xhosa upon request.

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**D NAIDOO
ACTING MUNICIPAL MANAGER**