

1. CANCELLATION OF NOTARIAL LEASE AGREEMENT BETWEEN MOSSEL BAY MUNICIPALITY AND HARTENBOS BOWLING CLUB: ERF 4941, HARTENBOS, SITUATED AT RIEMLAND AVENUE, HARTENBOS

2. APPLICATION TO LEASE A SMALLER PORTION OF ERF 4941 HARTENBOS (±10 501M²): HARTENBOS BOWLING CLUB

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 E182-07/2023 it was resolved as follows:

- "1. That the current Notarial Lease Agreement between Mossel Bay Municipality and the Hartenbos Bowling Club of Erf 4941, Hartenbos (1,1418 ha) be cancelled by agreement, as a portion (±917m²) of Erf 4941, Hartenbos, is needed for municipal purposes as a parking area and wash bay for Municipal Traffic Department vehicles.*
- 2. That approval be granted for a new Notarial Lease Agreement of a smaller portion of Erf 4941, Hartenbos (±10 501m²) to be entered into with the Hartenbos Bowling Club, for a period of 30 years, at a rental amount of R115.00 (VAT included) per annum in terms of Section 40(2)(c)(i) of the Municipal Supply Chain Management Regulations, with an annual escalation equal to the CPI-percentage, to be utilised as a bowling club and the establishment of a third bowling green. The applicable CPI percentage shall be the CPI of two (2) months prior to the date of escalation in terms of the agreement.*
- 3. That a condition be included in the Notarial Lease Agreement stipulating that if the Applicant fails to establish a third bowling green within five (5) years of date of commencement of the Notarial Lease Agreement an area of ±1 600m² adjacent to area B on the locality plan will revert to the Municipality to be used for municipal purposes.*
- 4. That the current Notarial Lease Agreement be cancelled simultaneously with the signing of the new Notarial lease Agreement by the parties.*
- 5. That the Municipality will be responsible for the payment of surveyor costs to ascertain the precise boundaries of the new lease area.*
- 6. That no other buildings/structures except for a third bowling green may be erected on the premises without the prior written approval of the Municipality.*
- 7. That the Applicant will not sublet the property or any portion thereof without the prior written approval of the Municipality.*
- 8. That the Applicant will be responsible for the maintenance of the premises and buildings in good and tidy condition to the satisfaction of the Municipality.*
- 9. That, at the termination of the agreement, all improvements on the property as well as structures will become the property of the Municipality; and that the Applicant will have no claim for enrichment against the Municipality.*
- 10. That the Applicant will not utilise any portion of the premises for the display of outdoor advertising and signage without prior written approval of the Municipality.*
- 11. That the Applicant will be responsible for the insurance of the buildings and their contents as well as to obtain Public Liability Insurance.*
- 12. That the Public Participation Process, as prescribed in the relevant legislation, be followed.*
- 13. That in addition to the prescribed Public Participation Process the Council Resolution be referred to the Ward Councillor to bring it under the attention of the Ward Committee and any comments, objections or representations be submitted by the Ward Councillor to the Municipality within thirty (30) days from date of the Council Resolution, following which it will be accepted that there are no comments, objections or representations.*
- 14. That the Applicant be responsible for the costs of the Public Participation Process.*
- 15. That, after completion of the prescribed Public Participation Process, this Item be referred back to Council for further consideration.*
- 16. That no rights and/or obligations be vested prior to the signing of the Notarial Lease Agreement by both parties."*

FURTHER NOTICE IS HEREBY GIVEN THAT:

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, alternatively by email to admin@mosselbay.gov.za on or before 18 September 2023. Any objections, comments, representations or alternative proposals which are received after the abovementioned closing date may not be taken into consideration.

Any interested or affected party are hereby requested to:

Submit similar or alternative proposals for the proposed lease of the Property; and/or

Submit any objections, comments or representations regarding the proposed lease of the Property on the abovementioned terms and conditions.

Any enquiries may be directed to Ms S Jombile on telephone number (044) 606 5000 or by email to sjombile@mosselbay.gov.za. This notice is also available on the website of the Municipality, www.mossselbay.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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File Reference: BM10, C10077386

CB PUREN
MUNICIPAL MANAGER