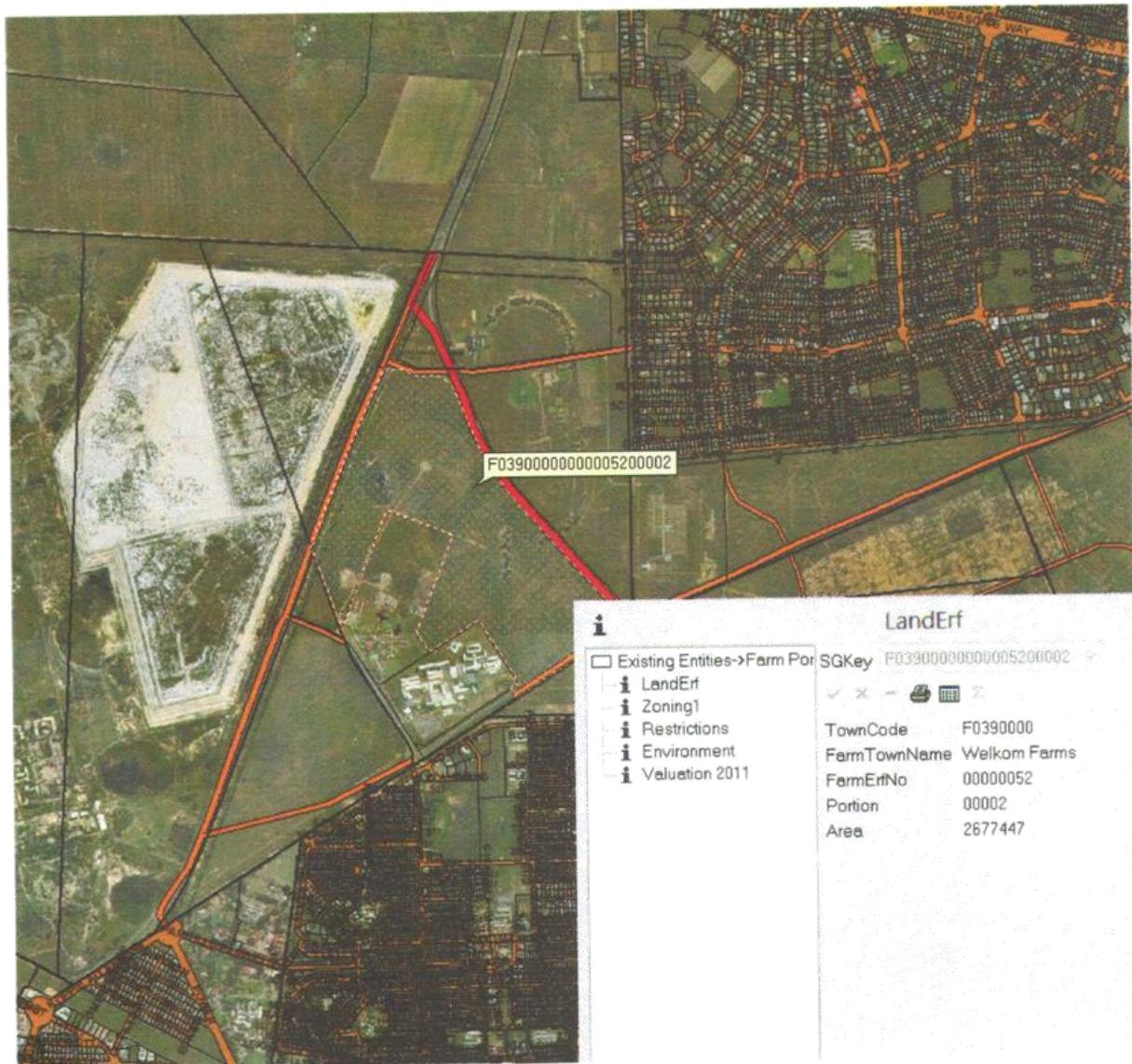


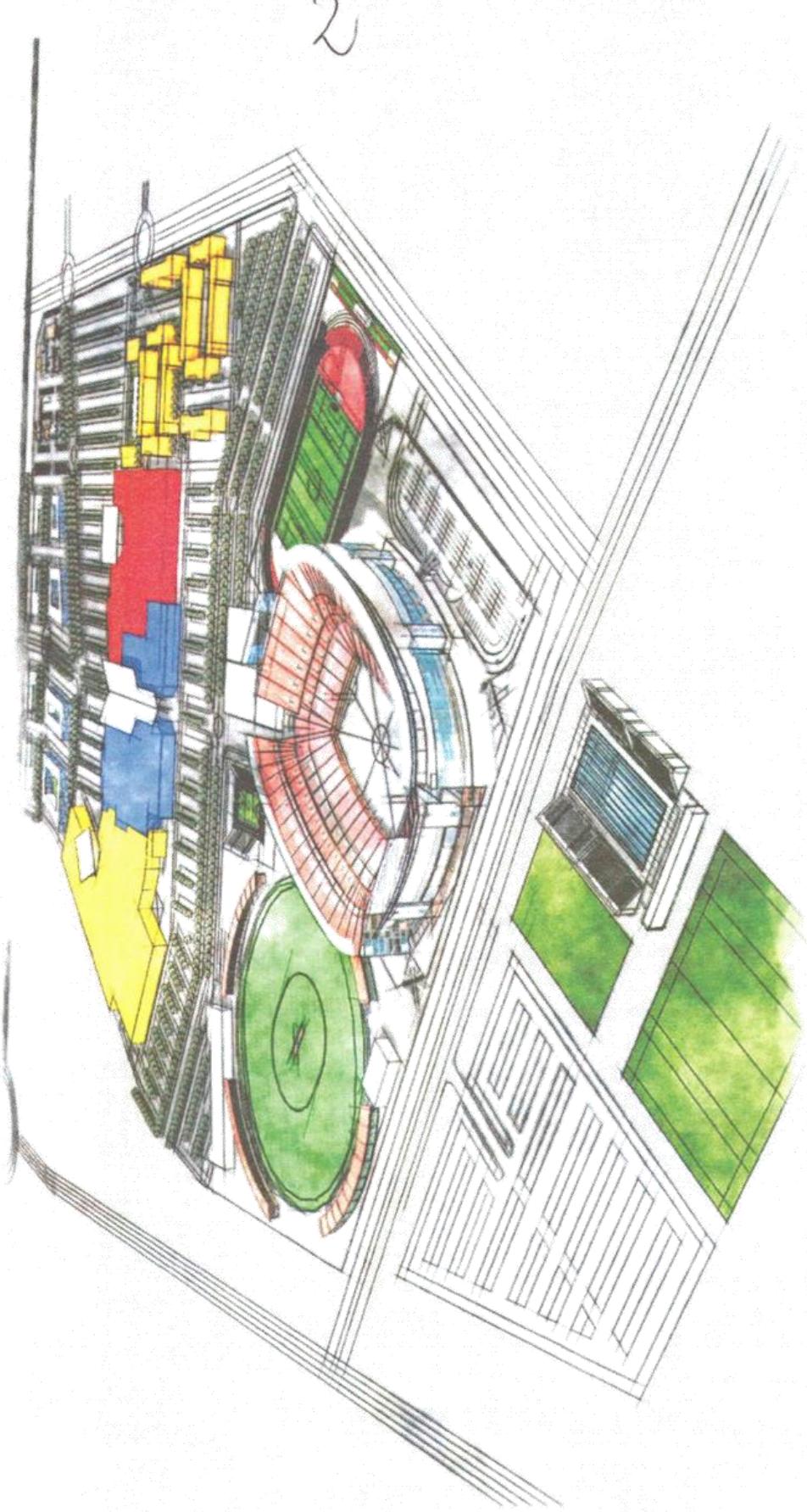
1

LOCATION – SUBDIVISION 2 OF VOORUITGANG 52



MATJHABENG REGIONAL MIXED USED SPORTS AND COMMERCIAL PRECINCT.

- Remainder of Portion 2 OF THE No.52 Farm Vooruitgang-



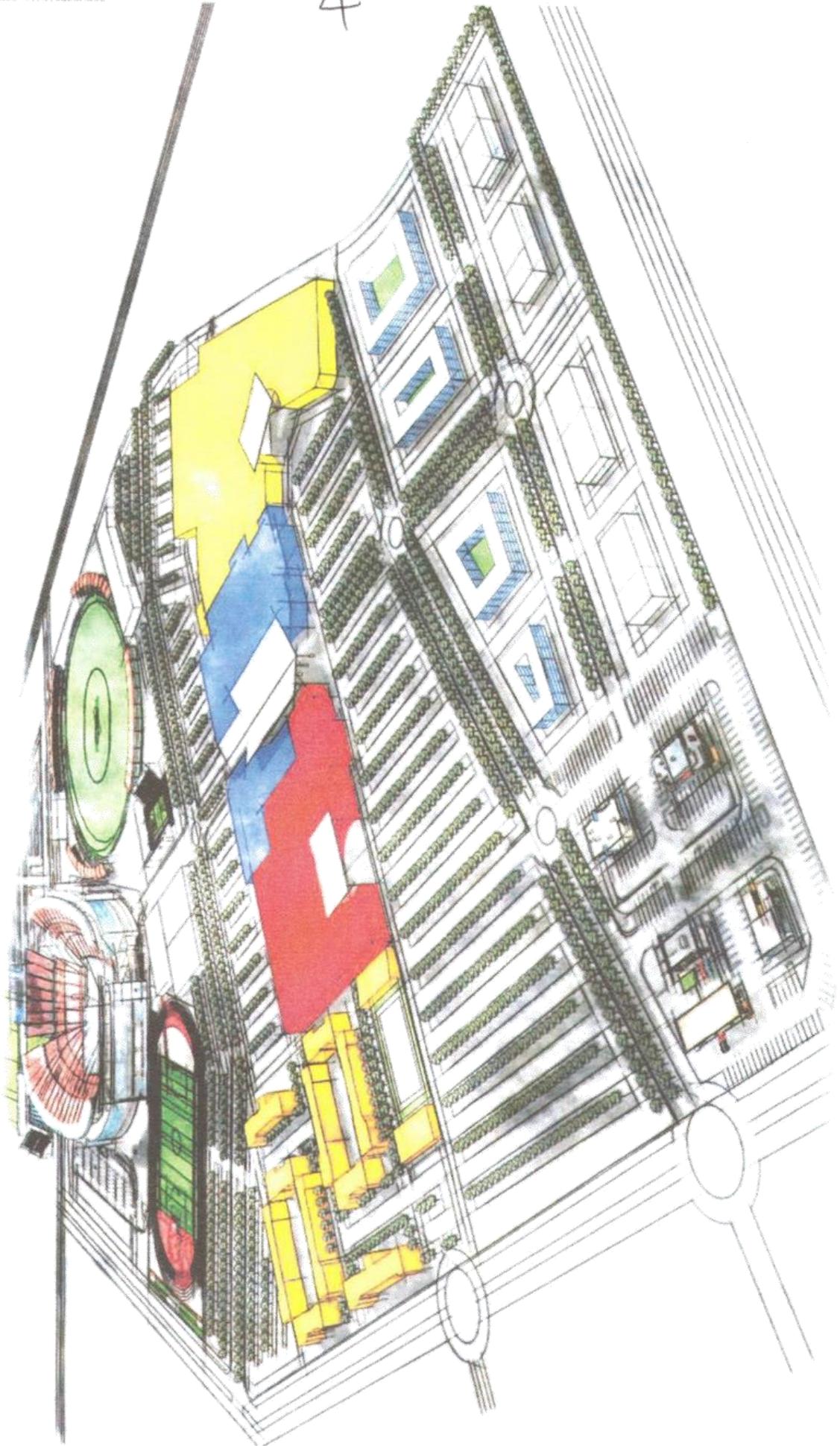
Developer:



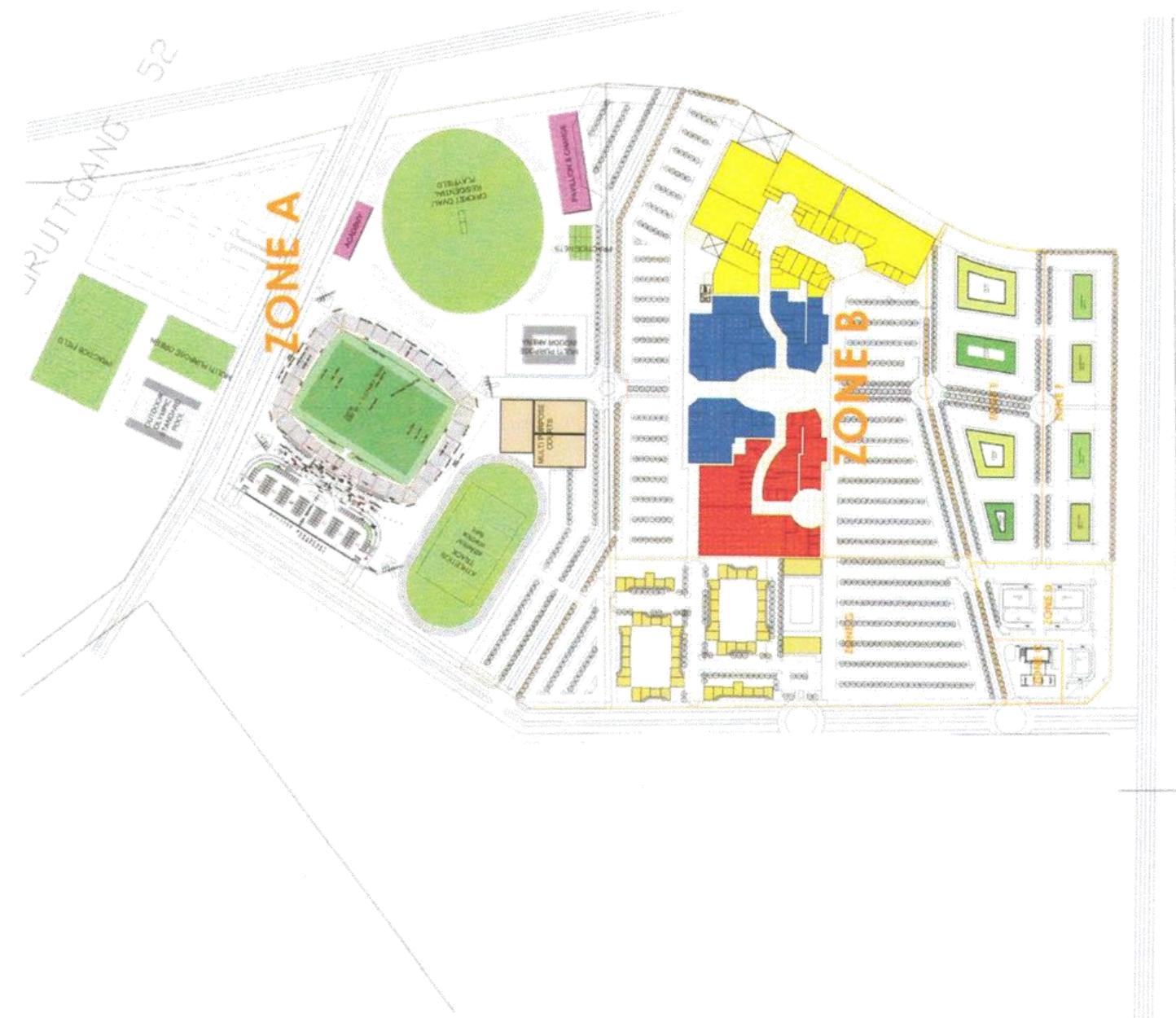
VEE HUDDLE + STUDIO ARCHITECTS PTY LTD



Macro Locality



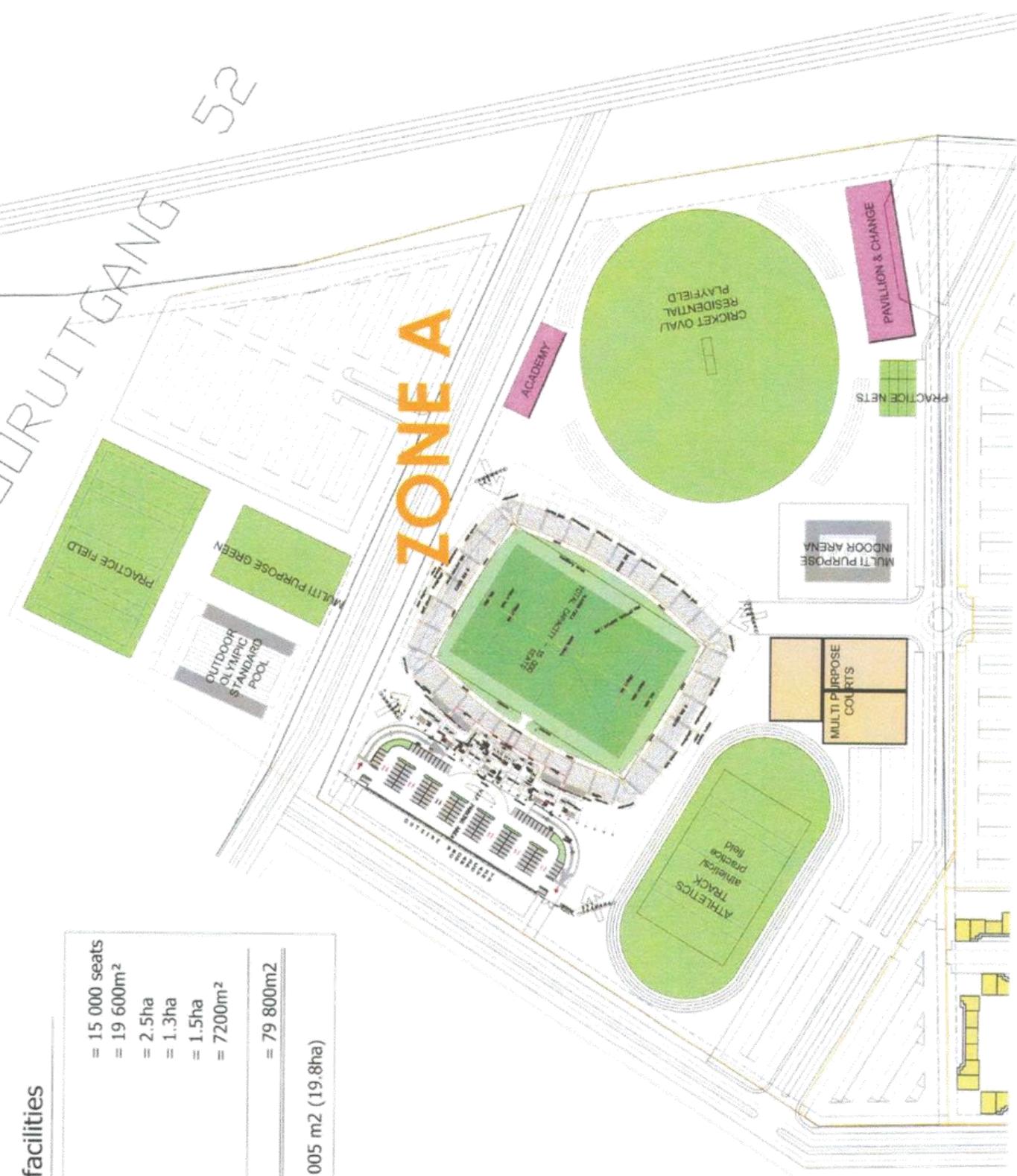
Bird's Eye View



53

WORUITGANG

ZONE A



STADIUM	= 15 000 seats
	= 19 600m ²
CRICKET OVAL	= 2.5ha
ATHLETICS TRACK	= 1.3ha
MULTI PURPOSE	= 1.5ha
INDOOR	= 7200m ²
TOTAL AREA	= 79 800m²
SITE AREA	= 198 005 m² (19.8ha)

SERVICE LEVEL AGREEMENT FRAMEWORK

1. PARTIES

This agreement is entered into between:

- 1.1. NFS LEJWELEPUTSWA COMMUNITY PARTNERSHIP TRUST
("The Trust")
IT NR: 418/04

Herein represented by its trustees:

MF TSHABALALA N.O.
ID: 7011305589084

FF MABUYA N.O.
ID: 4503115428087

LA MOKODLUTLO N.O.
ID: 6512175711082

and

- 1.2. MATJHABENG LOCAL MUNICIPALITY
("The Municipality")
(represented herein by its Acting Municipal Manager, M Lepheana,
duly authorized thereto.)

and

- 1.3. EUROMID S A (PTY) LTD.(REG.NO. 2012/011066/07)
("Euromid")
(Represented herein by, DR. SAAD SHAAT (ID: 6412115164189), in his
capacity as managing director, duly authorized thereto.)

 MF L.A.  MF 

2. INTERPRETATION

- 2.1. The clause headings in this Agreement are for reference purposes only, and shall not be used in the interpretation thereof;
 - 2.2. Unless the context clearly indicates otherwise:
 - 2.2.1. Expressions which denote:
 - 2.2.1.1. any gender, shall include the other genders;
 - 2.2.1.2. a natural person shall include a juristic person, and *vice versa*;
 - 2.2.1.3. the singular shall include the plural and *vice versa*;
 - 2.2.2. the following expressions shall have the meanings set opposite them below, and cognate expressions shall bear corresponding meanings:
 - 2.2.2.1. “**the Trust**” - the party referred to in paragraph 1.1 hereof;
 - 2.2.2.2. “**the Municipality**” - the party referred to in paragraph 1.2 hereof;
 - 2.2.2.3. “**Infrastructure**” - means such bulk water services, electricity services and all related services.
 - 2.2.2.4. “**the Development**” - means the Matjhabeng Regional Multipurpose Sport Stadium Complex development undertaken by the trust.
 - 2.2.2.5. “**Charges**” - means the fee tariffs which will be determined by the Municipality for the provision of municipal services to the development;
 - 2.2.2.6. “**the Effective Date**”

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JH. MF

		- means the date of signature of this agreement by all Parties hereto;
2.2.2.7.	"External Bulk Services"	- means the Municipal engineering services to be rendered by the Municipality to the development site, and shall mean bulk sewerage, water services, storm water, electricity streets and roads;
2.2.2.8.	"Internal Services"	- means the services which will be rendered by the developer on site.
2.2.2.9.	"the Land"	- means portion of land situated at Portion 2, No 52 Farm Vooruitgang, Welkom.
2.2.2.10.	" Euromid S A"	- means the party referred to in paragraph 1.3. hereof.
2.2.2.11.	"the Developer"	- means EUROMID AFRICA DEVELOPMENT (PTY) LTD. in partnership with the trust.
2.2.2.12.	" LAA"	- means the land availability agreement entered into between the trust and the Municipality, attach hereto as annexure "A".
2.2.2.13.	"PBO"	- means Public Benefit Organisation.
2.2.2.14.	"DTI"	- means the Department of Trade and Industry.

2.3. Where any time period in terms of this agreement is calculated it is agreed that such calculation will be done with exclusion of the first day and inclusion of the last day.

3. RECORDAL

The parties hereto record the following:

D. YY L-A ✓ CF
MF

- 3.1. **PROJECT CONCEPT:** The Trust was formed to establish a Regional Multi-Purpose Sport Stadium Facility with a 40 000 capacity with the support of the Matjhabeng Local Municipality. The scope was extended to expand the stadium into a Regional Multi-Purpose Sport Complex. The sport complex will also comprise additional profit making businesses that will support the financial viability of a self-sustainable facility over the long term.
- 3.2. **LAND AVAILABILITY AGREEMENT:** The Matjhabeng Local Municipality and the Trust signed a Land Availability Agreement in support of the project initiative where the Municipality has made the portion of land situated at Portion 2, No 52 Farm Vooruitgang, Welkom, available to the Trust, which is attached hereto as annexure "A", for the Trust to erect the development on;
- 3.3. **PNGOP (PUBLIC NGO PARTNERSHIP AGREEMENT):** The Matjhabeng Local Municipality and the Trust signed a specific form of partnership agreement as per the requirement of external funders to ensure the flow of grant funding via the Municipality towards the project. This agreement is attached hereto as annexure "B".
- 3.4. **DEVELOPMENT COMPANY AND MOTIVE:** The project was initiated by the Trust registered as a non-profitable PBO with the intention to establish a multi-use precinct that will provide self-sustainability, of a sporting facility in Matjhabeng as an investment project. In order to ensure economic viability and sustainability of the project, a new company will be established to act as the development and management Company, viz. EUROMID AFRICA DEVELOPMENT (PTY). The developer will be formed jointly between the trust and the investors and will be bound by all agreement conditions already signed between the Trust and the Municipality. The developer will manage the project with a profit motive in

S. J. S.Y.L.A. / M.F.

order to ensure a profitable and sustainable business venture. The project in total will be funded by means of private investment. Although the primary responsibility of the Municipality is to create a conducive environment for development, the responsibility for the provision of land and bulk services lies with the Municipality or by means of a negotiated responsibility with the developer.

EUROMID S A (PTY) LTD through EUROMID AFRICA DEVELOPMENT (PTY) LTD. will provide finance to the project in a form of investment capital towards installation of all the internal services and structural construction of the entire multi-use development. Upon approval of grant funding by the DTI the private investors shall provide the balance of the total costs of the entire development not so provided for by the DTI grant.

Income will be secured by long term lease agreements (30+ years) between the investor/s and the trust, as future land owner, over the non-sporting facilities. These lease agreements with the Trust will financially support the viability of the project.

Operational:

- (i) The Developer will be responsible for Corporate Social Investment related benefits towards the sports structures and the identified beneficiaries.
- (ii) The Developer will without exclusion consider national and international service providers, but, will opt preferentially towards the locals, regional and provincial residents that are South Africans citizens.
- (iii) The Developer will enter into a mutual business agreements in the provision of jobs prior, during and beyond construction of the intended development.

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- 3.5. **PROJECT FUNDING:** The initial capital funding for the establishment of the project will be derived from financial grants from the Department of Trade and Industry, investment from EUROMID S A (PTY)LTD as well as from other private investments, in partnership with the Trust. The value of land or any other contributions from the Municipality will be considered as a once off contribution in support of the DTI grant.
- 3.6. **BENEFICIARIES OF THE PROJECT:** The Developer has undertaken the development to benefit the Matjhabeng Community and such beneficiaries whom will make use of the development on a Social level once it is self-sustaining. Social beneficiaries will derive benefits from the Trust, by distributing their annual dividends to the identified existing sporting codes at their own discretion. The sporting codes will form part of the advisory board to the Trust and are thus actively involved. Also as an investment project, the project will financially benefit the Trust and its development company and/or investors.
- 3.7. **SITE REQUIREMENTS:** In order to create an alienable property for the project, the target portion of land situated at the farm Vooruitgang No 52, Welkom, will require the normal processes of township establishment, rezoning etc. in order to cater for the land uses as will be determined by the project feasibility study.

Also, being a greenfields development, the lack of both internal and bulk services for the project is acknowledged. The Municipality will be responsible for the provision of bulk engineering and electrical services to the project, but in case funding is not available the Municipality will negotiate the provision of the required funding with the developer inclusive of a repayment scenario.

at 02/02/2019

Mf.

3.8 DEVELOPMENT FACILITATION: In terms of the social and financial benefits of the project regarding local economic development, the role of the Municipality towards the support and creation of a conducive environment for this development is acknowledged, which will include direct assistance (facilitation) with funding applications and access to Council's approved Incentive Scheme.

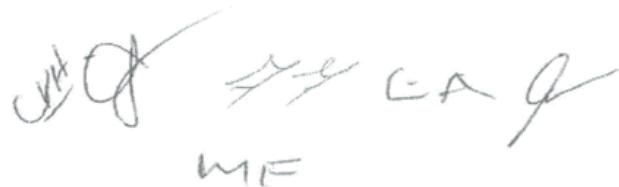
4. PURPOSE OF AGREEMENT:

This agreement is entered into in order to define the relationship between the Municipality and the Developer in support of – and in preparation of the development implementation - and the reciprocal roles of the parties hereto in completion of certain technical aspects required by the Project, and in particular the securing of Bulk Services from the Municipality and the application for funding of same from the Department of Trade and Industry.

5. PARTIES' OBLIGATIONS:

5.1 THE MUNICIPALITY:

- 5.1.1 The Municipality will forthwith make available existing bulk infrastructure at its immediate disposal and will ensure efficient provision of such infrastructure to the land at the Municipality's cost. This will include the provision of sewerage networks, clean water supply and electricity/power supply points up to the border of the land. The parties will draft a refuse collection program and the Municipality will provide such services to the development.
- 5.1.2 Subject to the above the Municipality will obtain from the Developer a business plan for all required bulk services and upon which the



A handwritten signature in black ink, appearing to read "Michael Snyders". Below the signature, the initials "M.S." are handwritten.

Municipality will apply to the Department of Trade and Industry for the funding thereto.

- 5.1.3 The Municipality undertakes to contribute an amount equal to a minimum of 10% of the total cost required to provide bulk infrastructure to the land in order to enable the development to proceed. The project will accordingly be included in the Municipality's Integrated Development Plan and the 2015/2016 Capital Budget.
- 5.1.4 The Municipality will authorize the Developer to commence with the construction of such bulk infrastructure provided that the design and construction process is done in consultation with and to the satisfaction of the Municipality, and that after completion of such bulk Infrastructure the Municipality will take over such infrastructure and will be responsible for the maintenance thereof.
- 5.1.5 The Municipality acknowledges the partnership of the Trust and **EUROMID S A (PTY) LTD** to continue with the development and further approves any such partnership as should be entered into by the Trust in completion of the development.

5.2. THE TRUST/ EUROMID:

- 5.2.1. The Developer will duly apply to finalize all the necessary procedures in order to create an alienable portion of land inclusive of township establishment etc. and to create the necessary land uses for the development.
- 5.2.2 The Developer will duly apply for an investment incentive from the Municipality in terms of the prescribed incentive scheme, inclusive of the land donation.

S. J. ZYLAJ
MF

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- 5.2.3 The Developer will undertake all necessary processes to ensure transfer of the land to it.
- 5.2.4 The Developer will prepare a business plan in relation to the provision of all Bulk Infrastructure required for the project in consultation with the Municipality.
- 5.2.5 The Developer, in consultation with the Municipality, will prepare an application for the funding of the Bulk Infrastructure to the DTI.
- 5.2.6 The Developer will, prior to obtaining the funding from the DTI, for the bulk infrastructure, design and construct the Bulk Services at its own costs in terms of the standards and requirements of the Municipality.
- 5.2.7 Upon completion of the development the Developer will coordinate sporting events and programs with those of the Municipality.
- 5.2.8 The Trust will own the land in accordance with clause 2.2. of the LAA but the Municipality will reserve a first re-purchase option to the land should it remain undeveloped for a period exceeding 5 years from date of transfer of the land to the Trust/Developer and subject to monitoring and negotiation between the parties hereto in terms of Annexure "A".
- 5.2.9. Self-sustainability: The project will comprise of subprojects in financial support of the general maintenance for self-sustainability of the project over a long term.
- 5.2.10 The Developer will be responsible for all internal services on site and will connect to the bulk infrastructure services delivered by Municipality at the site boundary of the intended development.



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6. ARBITRATION:

- 6.1. Any dispute, difference, impasse or deadlock between the parties pursuant to this agreement, such dispute must be submitted to – and finally settled by arbitration.
- 6.2. Any party hereto may demand that such a dispute must be arbitrated by giving written notice to the other party.
- 6.3. That arbitration shall be held at the offices of Podbielski Incorporated, 355 Stateway, Welkom but will not preclude any party from obtaining urgent relief from a competent court in terms of this agreement.
- 6.4. The parties shall mutually agree upon a suitable and impartial arbitrator within 14(fourteen) days from the date upon which a dispute is declared by either party.
- 6.5. Should the parties not be able to agree upon an arbitrator within 14(fourteen) days from serving a request for arbitration, such arbitrator will be the president of the Free State Law Society.
- 6.6. The parties hereby irrevocably agree that any award so issued by the arbitrator shall be final and binding upon them, carried into effect and may be made an order of any competent Court.

7. DOMICILIA

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MP

- 7.1. The parties elect as their respective *domicilia citandi et executandi* where they will accept service of all forms and process in terms of this agreement the following addresses:

7.1.1. The Trust:

64 Bok Street
Golden Heights Building, 2nd floor
Room 213

7.1.2. Euromid:

SAME AS TRUST

7.1.3. The Municipality:

- 7.2. Any party hereto may from time to time change its domicilium address by notice in writing to all other parties hereto and the Company (provided that such address must be an address within the Republic of South Africa and may not be a post office box or *poste restante* address), such notice will only have legal effect upon receipt thereof by the addressee thereof.
- 7.3. Any notice in terms of this agreement must be delivered personally or by way of registered post and in writing. Notice by registered post will be deemed to have been delivered, until the contrary is proven, within 5(five) days from the date of sending thereof.

8. BREACH OF CONTRACT

In the event of either of the parties hereto being in breach of any of the terms of this agreement and failing to remedy such breach within a period of ten days

W H F Wiza
IMF

after receipt by it of a written notice requiring such breach to be remedied, the party aggrieved thereby shall be entitled, without prejudice to any other rights which it may have in terms of this agreement or at law, to through arbitration:

- 8.1. Claim specific performance of the terms of this agreement as well as such damages which it may have suffered;
- 8.2. Cancel this agreement and claim and recover damages; or
- 8.3. Keep this agreement in force and recover such damages as it may have suffered as a result of such breach.

9. EXPIRATION OF AGREEMENT:

- 9.1. The agreement will expire in accordance with clause 2(2.2) and (2.3) of annexure "A" hereto;
- 9.2. Save for the supply of such services as set out herein under and the application of such finds as set out herein, the development, the Trust and Euromid will not be obligated to enter into any further agreement with the Municipality.

10. GENERAL:

- 10.1. Any relaxation, indulgence, extension or waiver which one party may grant or extend to the other, shall in no way effect or prejudice the rights of the former under this agreement or in any respect be regarded as a waiver or novation of the former's rights in terms of this agreement.

Thus done and signed at WELKOM on this 30th day of October 2014.

Witnesses:

1. 

2. 


MF TSHABALALA N.O.

MF  LA

19



FF MABUYA N.O.



LA MOKOLUTLO N.O.

obo The Trust

Thus done and signed at WELKOM on this 30th day of October 2014.

Witnesses:

1. 
2. 



Obo-Euromid S.A. (PTY)
LTD

Thus done and signed at _____ on this ____ day of
_____, 2014.

Witnesses:

1. 
2. _____

obo the Municipality



L.A. MP

20

A5



the DOJ & CD

Department:
Justice and Constitutional Development
REPUBLIC OF SOUTH AFRICA

MASTER OF THE FREE STATE HIGH COURT: BLOEMFONTEIN

Private Bag X 20584, BLOEMFONTEIN, 9300 · Old Southern Life Building, c/o Charlotte Maxeke & Aliwal Street,
BLOEMFONTEIN
Tel 051-4115500, Fax General 051-4476575 – Insolvencies 051-4487608 – Trust 051-4486180 – Appointments 051-
4487608
DIRECT FAX: 0867548804

My Ref. : IT418/04
Your Ref : MR B MANYANE
Enquiries : MR. F. JANSEN
E-mail : FrJansen@justice.gov.za

NFS LEJWELEPUTSWA
COMMUNITY PARTNERSHIP TRUST
P.O. BOX 3039
WELKOM
9460



NFS LEJWELEPUTSWA COMMUNITY PARTNETSHIP TRUST

Your letter dated the 3rd of December 2015 refers.

Kindly find the amended Letters of Authority attached hereto.

Yours faithfully

MASTER OF THE FREE STATE HIGH COURT,
BLOEMFONTEIN



REPUBLIC OF SOUTH AFRICA

GEWYSIGDE / AMENDED

MAGTIGINGSBRIEF LETTERS OF AUTHORITY

Ingevolge Artikel 6(1) van die Wet op Beheer oor Trustgoed, 1988 (Wet 57 van 1988)
 In terms of Section 6(1) of the Trust Property Control Act, 1988 (Act 57 of 1988)

No: IT418/04

Hiermee word gesertifiseer dat /

This is to certify that

FEZILE FREDERICK MABUYA
 MOTLALEPULA FRANS TSHABALALA
 LEBAKENG ABRHAM MOKOLUTLO

gemagtig word om op te tree as trustee(s) van die /
 is/are hereby authorized to act as trustee(s) of the
 NFS LEJWELEPUTSWA COMMUNITY PARTNERSHIP TRUST

GEGEE onder my hand te
 GIVEN under my hand at

BLOEMFONTEIN

op hede die
 this 11 day of DECEMBER year 2015

Signature

ASSISTENT MEESTER
 ASSISTANT MASTER

MASTER OF THE HIGH COURT
2015 -12- 11
BLOEMFONTEIN
MEESTER VAN DIE HOOGGEREGSHOF

Copies made for official use by other State Departments (eg SAPS, SARS, Municipality etc), will be made free of charge.

3.2 Method of payment of fees charged by the Master

GN 1478, as referred to above, determines that any prescribed fees, payable to the Master, whether payable for copies or Master's Fees, will be payable, as from 5 November 2009, at Magistrates' Courts or alternatively by means of a direct deposit into the Department of Justice banking account.

In the light of the above, the following methods of payment and proof will be accepted by the Master:

- a) Direct payment at an ABSA branch. Payments can be made in cash or by cheque. If payment is made by cheque it should be bank guaranteed. The original or duplicate deposit slip, stamped by the bank must be lodged OR
- b) Direct payment at any Magistrate's Court. Payments can be made in cash or by cheque. If payment is made by cheque it should be bank guaranteed. The original receipt issued by the Magistrate's must be lodged OR
- c) Electronic Fund Transfer into the applicable banking account of the Department on condition that:
 - i.) original proof-of-payment printout must be lodged AND
 - ii.) **Full reference to the specific estate / trust** must be electronically printed on this receipt – a receipt merely indicating the name of an Office or "copies" or with handwritten references, will not be acceptable.
- d) The details of the bank account are as follows:

NAME OF ACCOUNT:	Dept. of Justice & Constitutional Development
BANK:	ABSA
ACCOUNT NUMBER:	4077507497
BRANCH CODE:	632005
REFERENCE:	Type of service required and Master's Office e.g. MOHPTATRUST (for Trusts at Pretoria Office), MOHBFN + estate number (for deceased or insolvent estates at Bloemfontein Office) and MOHKMBCOPIES (for copies of

23

A-L-NYSCHENS

ID 2201295015087
Cell. 0825650241

18 PHILIPS TOWN HOUSE COMPLEX

DAGBREK - WELKOMS

03-12-2015

I HEREBY TENDER my
RESIGNATION AS A MEMBER
OF NFS LETWELEPUTSWA
COMMUNITY PARTNERSHIP TRUST


A-L Nysschen



2004 -06- 21

**DEPARTMENT: JUSTICE AND CONSTITUTIONAL DEVELOPMENT
REPUBLIC OF SOUTH AFRICA**

Tel no. 4482128 X 219

Verw./Ref. IT418/04

Faks no. 051-4486180

E-MAIL/POS: SBrits@justice.gov.za

Fax no.

Kantoor van die Meester

Navrae: MEV BRITS

van die Hooggereghof

Enquiries:

Office of the Master of

U verw.: AS/N240

the Supreme Court

Yours ref.:

Privaatsak/Private Bag X20584

MESSRS A G S
P O BOX 1631
WELKOM
9460

BLOEMFONTEIN

9300



Meneer/Menere
Gentlemen/Sir

NFS LEJWELEPUTSWA COMMUNITY TRUST

Aangeheg vind asseblief my Magtigingsbrief vir u aandag.

Attached please find my Letters of Authority for your attention.

Die uwe

MEESTER VAN DIE HOOGGEREGSHOF
MASTER OF THE HIGH COURT

25

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the DOJ & CD

Department:
Justice and Constitutional Development
REPUBLIC OF SOUTH AFRICA

A M E N D E D LETTERS OF AUTHORITY

In terms of Section 6(1) of the Trust Property Control Act, 1988
(Act 57 of 1988)

NO: IT418/04

This is to certify that FEZILE FREDERICK MABUYA, MOTLALEPULA
FRANS TSHABALALA, LEBANKEG ABRAHAM MOKOLUTLO & AUBREY
LORRAINE NYSCHENS

is/are hereby authorized to act as trustee(s) of the

NFS LEJWELEPUTSWA COMMUNITY PARTNERSHIP TRUST

Given under my hand at BLOEMFONTEIN this^{4th}
day of JUNE 2007

[Signature]
A.C.Ast. Master of the High Court
(Bloemfontein – Free State Provincial Division)



26



the DOJ & CD

Department:
Justice and Constitutional Development
REPUBLIC OF SOUTH AFRICA

MEESTER VAN DIE HOGGEREGSHOF: BLOEMFONTEIN

MASTER OF THE HIGH COURT: BLOEMFONTEIN

Privaatsak/Private Bag X 20584, BLOEMFONTEIN, 9300
Ou Southern Life Gebou, h/v Maitland & Allwal straat, BLOEMFONTEIN
Old Southern Life Building, c/o Maitland & Allwal street, BLOEMFONTEIN
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Appointments 051-4487608

My Verw. : TRUSTS
U Verw. :
Navrae : Mev Brits
E-mail :

MR M D MODIAKGOTLA
P O BOX 2869
WELKOM
9460

MASTER OF THE HIGH COURT
2007 -06- 04
BLOEMFONTEIN
MEESTER VAN DIE HOGGEREGSHOF

| NFS LEJWELEPUTSWA COMMUNITY PARTNERSHIP TRUST

Aangeheg vind asseblief my Magtigingsbrief vir u aandag.

Attached please find my Letters of Authority for your attention.

MEESTER VAN DIE HOGGEREGSHOF
MASTER OF THE HIGH COURT
(Bloemfontein – Vrystaatse Proviniale Afdeling/Free State Provincial Division)

27



the doj & cd

Department:
Justice and Constitutional Development
REPUBLIC OF SOUTH AFRICA

MEESTER VAN DIE HOGGEREGSHOF: BLOEMFONTEIN

MASTER OF THE HIGH COURT: BLOEMFONTEIN

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MEESTER VAN DIE HOGGEREGSHOF
MASTER OF THE HIGH COURT
(Bloemfontein – Vrystaatse Proviniale Afdeling/Free State Provincial Division)

28



the doj & cd

Department:
Justice and Constitutional Development
REPUBLIC OF SOUTH AFRICA

MEESTER VAN DIE HOOGGEREGSHOF: BLOEMFONTEIN MASTER OF THE HIGH COURT: BLOEMFONTEIN

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My Verw. : TRUSTS
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Navrae : Mev Brits
E-mail :

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P O BOX 2869
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9460

MASTER OF THE HIGH COURT
2007 -06- 04
BLOEMFONTEIN
MEESTER VAN DIE HOOGGEREGSHOF

| NFS LEJWELEPUTSWA COMMUNITY PARTNERSHIP TRUST

Aangeheg vind asseblief my Magtigingsbrief vir u aandag.

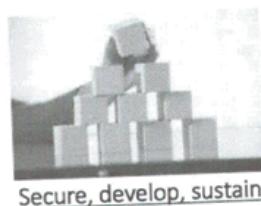
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MEESTER VAN DIE HOOGGEREGSHOF
MASTER OF THE HIGH COURT
(Bloemfontein – Vrystaatse Proviniale Afdeling/Free State Provincial Division)

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**EUROMID AFRICA
DEVELOPMENT
(PTY) LTD**



64 Bok Street, Golden Heights Bld, 2nd Floor, P.O Box 3039, Welkom 9460
0732049200 – Fax: 0865120844, bm.euromidafricadevelopment@yahoo.com

THE OFFICIAL DEVELOPERS OF THE PROJECT CENTRAL MULTI-USE PRECINT - WELKOM

26th October 2018

Ref: No A12005/-SA 35/2006

Department Spatial Planning

The Municipal Manager
c/o The Manager Spatial Planning/ Infrastructure
Matjhabeng Municipality

Welkom

Honourable

Re: project registration number

Following our meeting of the 18th September 2018.

It was suggested that the project require registration of approval and, an acceptance became of that the registration will be as per the Municipal Council resolutions on the project.

Herein find the project Registration number: **Ref- A12/2005 – SA 35/2006**.

We therefore request that a space is created and the reference number be used as code in the future.

We hope you will find this in order.

Kindest regards.

Mnyamane Best (Manager Operations)

.....Signed.....

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DAT
SOCIAL COMPACT

SOCIAL COMPACT

BETWEEN

**NFS Lejweleputswa Community
Partnership Trust IT 418/04**

KF
**THE RESPECTIVE
STAKEHOLDERS**

AT

LOCAL, PROVINCIAL,

NATIONAL LEVELS

AND, THE

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EUROMID AFRICA DEVELOPMENT (PTY) LTD
64 Bok Street, 2n Floor, Golden Heights Bld,
Welkom 9460
Contact 073 2049200



IDENTIFIED

BENEFICIARY ORGANISATIONS

D A T

Secure, develop, sustain

PROJECT MATJHABENG REGIONAL MULTIPUPOSE SPORT STADIUM

FORWORD

The regional multipurpose sport stadium, the multisport academy and community centre that comprise the **MULTI-USE PRECINCT**, are meant towards attracting tourism and talent development respectively; therefore, their impact is not for direct income generating and profitmaking. They will always be used by the community as part of social development and enhancement. Therefore, this **Social Compact** is drawn in pursuant of smooth operation by the management company which will be appointed to run these facilities.

The Social Compact will in principle, provide guidance regarding use and the strategies that are to be applied by the different stakeholders and beneficiaries to the project for their convenience; however, the details regarding use thereof, shall be contained in the **terms and conditions**, in order to enable management of the facility.

Targeted stakeholders

THE SPORTS FEDERATIONS

- **MALFA** – Matjhabeng Local Football Association
- **SAFA Lejweleputswa** – South African Football Association Lejweleputswa District
- **AFS** – Athletic Free State
- **BBFS** – Free State Basketball
- **Griffons Rugby Union**

LDSRC -Lejweleptswa District Sports and Recreation Council

CUT – Central University of Technology

PSL – Professional Soccer League

FSSC - Free State Confederation

MAREMUSA – Matjhabeng Regional Multi Sports Academy

MLM - Matjhabeng Local Municipality

NGOs, CBOs

DSACR - Department of Sports, Arts, Culture and Recreation

SRSA - Sports and Recreation South Africa

DETEA – Department of Economics, Tourism and Environmental Affairs

- Tourism Authorities

PREAMBLE

South Africa's constitution does permit that members of the community may initiate and support in their quest towards complementing service delivery by government. Also, the Municipal White Paper suggest the areas that the community structures such as the NGOs and PBOs could initiate service delivery related projects in order to provide support unto the authorities.

Therefore, NFS Lejweleputswa Community Partnership Trust IT 408/04 as one such community structure, registered as PBO Ref. No 1325/970/14 has intended a community project called Matjhabeng Regional Multipurpose Sport Stadium (Complex). The Municipal Council did convene to endorse the establishment such a community project.

WHEREAS Matjhabeng Local Municipality in terms of Municipal Council Resolution A12/2005 read together with SA 35/2006 and A6/2014 has resolved to allocate land at the Remainder of Portion 2 of No 52 Farm Vooruitgang in order to have the Multipurpose Sport Stadium (Complex) established.

WHEREAS NFS Lejweleputswa Community Partnership Trust IT 418/04, registered as PBO (Public Benefit Organisation No: 1325/970/14) identified the location to establish a Regional Multipurpose Sport Stadium that is coupled with Multisport Academy, to be incorporated into the development of MULTIUSE PRECINCT at the Remainder of Portion 2 of No 52 Farm Vooruitgang and entered into LAA (Land Availability Agreement) with the Municipality. NFS Lejweleputswa Community Partnership Trust has formed partnership development with the potential investor/s in pursuit of the same development.

THEREFORE, the parties accept that NFS Lejweleputswa Community Partnership Trust has entered into development Partnership with the identified investor/s in pursuit of the intended Matjhabeng Regional Multipurpose Sport Stadium.

1. Approach

After some consultation with the various community organisations, this social compact was initiated and, it is on the basis of such interaction that it is drawn and considered appropriate in perpetuating consultation with the local, regional, provincial, national structures and government institutions or related agencies in pursuit of an understanding on how the intended facility will be used and expected to benefit the community through various channels.

This **SOCIAL COMPACT** is set to address the pre and post development phases of the project Matjhabeng Regional Multipurpose Sport Stadium.

2. Target

- 2.1 Unemployed, especially youth of all genders in the area of jurisdiction where the development is intended.
- 2.2 Transfer of technical skills to the identified candidates
- 2.3 Children under age and have potential and talent to be guided in becoming sports excellences.

3. Construction

- 3.1 NFS Lejweleputswa Community Partnership Trust and its development Partners will ensure that they first look at local when construction of the project gets underway.
- 3.2 The Parties accept that where there is no specialised service required, the local labour will be 80%.

4. Benefit

- 4.1 The project, prior to the development period, will identify the unemployed local youth of all genders which it will target to provide training on skills training.
- 4.2 The project will target the community at local, district and provincial levels
- 4.3 Development of talent towards identified children under age and adult youth of all genders to pursue their career in sports.
- 4.4 The local municipality will be paid for the services rendered.

5. Beneficiaries

- 5.1 The sporting organisations shall be identified for consideration and would become bona fides of Matjhabeng Regional Multipurpose Sport Stadium over a period not less than three years.
- 5.2 The identified sporting organisations shall form part of the annual beneficiary list that will be kept in the records of the Trust.

6. Expectations

- 6.1 The facility will be protected against all sorts of vandalism by the elements of criminality amongst the community.
- 6.2 Members of the community should be involved in the protecting of the facility.
- 6.3 Members of the community shall provide schedule of activities in order to be prioritised towards use of the facility.

7. The agreement

- 7.1 The parties accept that there will be a need to make use of the facility by the stakeholders.
- 7.2 The parties accept that the facility will be built to accommodate an estimated number of 35 000 spectators and also, will have the capacity towards hosting international activities.
- 7.3 The parties accept joint use of the facility where so desired.
- 7.4 The parties accept that the Trust or the managing company will take responsibility of facility management and control.
- 7.5 The parties accept that the facility will require funding in order to provide perpetual maintenance.

- 7.6 The parties accept that the amateur organisations shall not be subjected to full payment when need to use the facility arises rather, shall pay minimal fee towards assisting maintenance only.
- 7.7 The parties accept that for any income generating activity there will be a fee charged by the facility Management Company or NFS Lejweleputswa Community Partnership Trust.
- 7.8 The parties accept that the facility management will determine a minimal charge to be paid by the non-income generating activities.
- 7.9 The parties accept that in the event of activities clashing, NFSLCP Trust will use their discretion as to which activity will be considered to have been scheduled. However, in the event of the activities clashing, the organisers would come up with an alternative date and that would be confirmed in writing to the facility managing company or NFSLCP Trust
- 7.10 The parties accept that only through a confirmed schedule of activities the facility managing company will provide access to the interested user.
- 7.11 The parties accept that each time the facility has been used it will be left in its original position.
- 7.12 The parties accept that the confirmed schedule of activities will serve as automatic booking of the facility. Then terms and conditions of bookings will be attached.
- 7.13 The parties accept that there will be no undue change of dates would be allowed in order to advantage the income generating activity against a non-income generating schedule.
- 7.14 The parties accept that an advance payment or deposit will be paid by the organisers as determined by the facility management policy and the calendar.
- 7.15 The parties accept that the activity organisers shall always be liable to pay for insurance on Public Liability Cover and indemnity cover for the athletes prior, during, and post the events.
- 7.16 The facility management company will be liable for the structural insurance cover.
- 7.17 The parties accept that should the activity be aborted as a result of negligence from the side of the organisers, the organisers shall be held liable and would be responsible for payment of services made in preparing the facility towards hosting the event/s as per confirmed schedule/terms and conditions.
- 7.18 The parties accepted that should a natural disaster struck and the activity become aborted as a result, no payment will be made to the facility management. The managing company will take all responsibility.
- 7.19 The parties accept that the activity organisers shall provide own amenities and sport equipment for their scheduled activity.
- 7.20 The parties accept that the organisers of any sporting activity shall pay for the amenities or equipment if those are provided for, by the facility Management Company or NFSLCP Trust.
- 7.21 The parties accept that the MULTISPORT ACADEMY will run separate from the Multipurpose Sport Stadium.
- 7.22 The parties accept that the tutors shall be identified by the Multisport Academy and so will be payment for they will provide.
- 7.23 The parties accept that each activity organiser will pay for the services rendered by the technical team according to the schedule as confirmed.
- 7.24 The parties accept that each organising group will be obliged to identify the officials that would officiate their activities.

- 7.25 The parties accept that no party will pay for the services rendered the technical team of officials that is secured by the facility management.
- 7.26 The parties accept that the facility management will always confirm if there will be an advance payment.
- 7.27 The parties accept that payment of services that are rendered by Matjhabeng Local Municipality shall be paid accordingly in the name of municipality.
- 7.28 The parties accept that the children shall be registered according to the age groups to form part of the Multisport Academy.
- 7.29 The parties accept that the rescheduled program can be considered only after the facility management have satisfied themselves of the circumstances are surrounding the rescheduling. The facility management may not consider rescheduling as part of absolute solution; therefore, the facility management reserves the right to consider a rescheduled activity.
- 7.30 The parties accept that NFS Lejweleputswa Community Partnership Trust is an organisation not for profit and will require funding towards maintenance of the facility for the purposes of sustainability of the multipurpose sport stadium.
- 7.31 The parties accept that the profit which might derive from use of the facility will be shared by the Trust between the qualifying sports organisations that are play a role regarding the intended multipurpose sport stadium in the area.
- 7.32 The parties accept that after payment of the administration costs and the debts that could be accrued as a result of the activities in the interest of the development multipurpose sport stadium, over a year in review, the management company will ensure that the profit which will be derived from advertisements shall be shared by the deserving beneficiary organisations as reflected in this **SOCIAL COMPACT**.
- 7.33 The parties accept that the estimated development cost on both the MULTISPORT ACADEMY and Regional Multipurpose Sport Stadium is **R133m** and **R430m** respectively.

Declaration

We, the undersigned stakeholders and community organisations from the area where the development Matjhabeng Regional Multipurpose Sport Stadium is undertaken and other levels of the society in South African, herein declare our support towards the intended development and unambiguously accept contents of this **SOCIAL COMPACT** for it is designed and intended to satisfy and serve the interests of our communities and constituencies. Therefore, by attaching our signatures we are activating our perpetual towards the envisaged development.

Thus signed in on this day month
of 20..... year.

Signature:

Designation

On behalf of the developer

Contact;..... Email:.....

MALFA – Matjhabeng Local Football Association

Contact;..... Email:.....

SAFA Lejweleputswa – South African Football Association Lejweleputswa District

Contact;..... Email:.....

PSL – Professional Soccer League

Contact;..... Email:.....

CUT – Central University of Technology

Contact;..... Email:.....

Griffons Rugby Union

Contact;..... Email:.....

LDSRC -Lejweleptswa District Sports and Recreation Council

FSSC - Free State Confederation

Contact;..... Email:.....

MAREMUSA – Matjhabeng Regional Multi Sports Academy

MLM - Matjhabeng Local Municipality

Contact;..... Email:.....

DSACR - Department of Sports, Arts, Culture and Recreation

Contact;..... Email:.....

SRSA - Sports and Recreation South Africa

Contact;..... Email:.....

NGOs, CBOs

Contact;..... Email:.....

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PUBLIC NGO PARTNERSHIP AGREEMENT

NFS LEJWELEPUTWSA COMMUNITY PARTNERSHIP TRUST

IT 418/4

&

MATJHABENG LOCAL MUNICIPALITY



TERMS AND REFERENCE OF THE PUBLIC NGO PARTNERSHIP AGREEMENT:

Whereas the parties met to discuss the formation of Joint venture business relationship and the intended mixed development in order to pursue construction of a one stop multipurpose sport stadium which will involve commercial retail and high density development in the Matjhabeng Municipal area. Joint planning will be undertaken, development design prepared, approval obtained, permission granted from Matjhabeng Municipality, fundraising, will be pursued in line with this agreement

Therefore the parties agree that the following aspects shall comprise this Joint Venture business relationship.

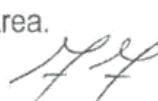
1. PARTIES TO THIS AGREEMENT:

NFS LEJWEJEPUTSWA COMMUNITY PARTNERSHIP TRUST, with IT NR 418/04, herein represented by Tsabala Motsepula Francis Chaupeerson and

MATJHABENG MUNICIPALITY, herein represented by G Ramathebane, duly authorized by way of Council Resolution SA7/2011.

2. SCOPE AND INTENT OF THIS PROJECT :

- 2.1 The scope of this project will be the development and maintenance of multi-purpose sport stadium, for the benefit of the community.
- 2.2 The Scope of Design Report is attached hereto marked Annexure "A" for easy reference and will be incorporated into this agreement by way of annexure.
- 2.3 A Feasibility study will be conducted to check the necessity of such a stadium, and the sustainability thereof, inclusive of supportive amenities.
- 2.4 The project will be for the benefit of the community and upliftment of certain sports activities in the Goldfields Area.



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- 2.5 Also as referred to in the Report, the total development must be an integrated design in order to allow other non-sporting components and events to use the facility and then therefore assist in covering the maintenance cost of the Sporting complex.
- 2.6 It is envisaged that the development will include the following main elements, but the final development concept will be determined by the feasibility study to be undertaken:-
- 2.6.1 A Multipurpose sport stadium consisting of :
 - a 40 000 seat outdoor stadium;
 - a 5 000 seat indoor centre with lecture halls.
 - 2.6.2 A Commercial retail structure consisting of non sporting components, which can include, but is not bound to components such as -
 - a Shopping centre
 - a Petrol service station
 - a Sports Academy and other student accommodation to cater for 300 residents
 - an office court

3. BENEFICIARIES OF THE PROJECT:

- 3.1 The Community based structures and organisations, such as local businesses; residents of the Matjhabeng area, and surrounding areas (as discussed in Part 2) will be considered beneficiaries of this project .
- 3.2 The community will gain from the project where the organised sports structures are going to be subsidised via the income that will be generated from the revenue accumulated, whilst the municipality will gain through the Service level agreement with the Trust and from the general contribution of the project towards the growth and expansion of the local economy at large.

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4. PURPOSE AND EXTENT OF THE AGREEMENT:

- 4.1 The purpose of this agreement is to form a type of Joint Venture Business Relationship, and not a partnership as defined in terms of our common law, between Matjhabeng Municipality and the Trust as envisaged in the Resolution A12/2005.
- 4.2 Subsequently in line with Resolution SA 35/2006, it was determined that the trust will be the company that will be the vehicle to execute this project.
- 4.3 One of the responsibilities of the trust is to secure funding for the feasibility study and project development. Funding will be obtained through various state organisations and private investors.
- 4.4 This agreement is necessitated by National Legislation and related regulations of National Treasury such that Government funding only be released to community organisations via a local Municipality.
- 4.5 The main purpose of this agreement will be to define a business relationship between the Matjhabeng Municipality and the Trust in terms of which the government funding can flow via the local Municipality in order to finalise the approved projects of the Trust as well as to keep proper control over the implementation process.

5. OBLIGATIONS OF MATJHABENG MUNICIPALITY:

5.1. The Matjhabeng Municipality shall ;-

- 5.1.1 Make Land available as per the Land Availability Agreement already signed;
- 5.1.2 Make all relevant information at its disposal available towards the consultants of the Trust in the preparation of a feasibility study.

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- 5.13 That prior to the commencement of the feasibility study by the Trust, the Municipality will in writing approve the scope of design report, that will act as a preface for the feasibility study by means of written confirmation to the Trust. The Municipality will have the right to make recommendations in relation to the scope and content of the feasibility study.
- 5.1.4 To be involved in the general overseeing of the execution of the feasibility study by means of active participation in related project planning and steering committees.
- 5.1.5 Ensure that the project is taken up in the Integrated Development Plan of the Municipality.
- 5.1.6 Ensure that the project is taken up in the Municipal Budget (income from external parties) for the feasibility analysis.
- 5.1.7 That in order to ensure the flow of funding from external funders toward the project, the following measures will be taken in line with the Municipal Finance Management Act;
 - a) all monies must be paid into the Municipal Bank Account. According to a Council resolution all monies received for this project must be paid into a separate bank account of the Municipality. The Municipality must prepare audited financial statements on the account for the duration of the project.
 - b) All monies paid out must be approved and done by the Accounting officer of the Municipality.
 - c) Any appropriation of funds for expenditure must be in terms of an approved budget;
 - d) The content of the budget must be divided into a capital and an operating budget.
 - e) Where a Municipality spends money on a capital project, then such monies should have been in the capital

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portion of the budget.

- f) In terms of section 33, the Municipal Manager should adhere to certain standards, before a contract that has financial implications on the council, will be a binding contract.
- g) The Municipality will prepare audited financial statements on t

6. OBLIGATIONS OF THE TRUST:

6.1 The Trust shall:-

- conduct a feasibility study, which is necessary to determine the financial feasibility, and to ascertain if the project can be self sustainable.
- consult with and acquire other external investment for funding of the conducting of the feasibility study and further development of the project.
- be liable for the costs relating to the feasibility study, the acquisition of funding, administrative and legal costs related to agreements between the trust and external funders.
- appoint a group of consultants for the conducting of the feasibility study and Matjhabeng Municipality shall be involved in the evaluation process for the appointment of consultant.
- be responsible for accounting of all funds secured from non-governmental private external funders/investors, except funds acquired from governmental bodies which is to be paid directly into the Municipal project account.

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7. LEGISLATION COMPLIANCE:

- 7.1. That in order to ensure the flow of funding from external funders toward the project the following measures will be taken in line with the Municipal Finance Management Act:-
- (a) In terms of Council resolution A12/2005 all monies received for this project must be paid into a separate bank account of the Municipality.
 - (b) All monies paid out must be approved and done by the Accounting officer of the Municipality.
 - (c) Any appropriation of funds for expenditure must be in terms of an approved budget;
 - (d) The content of the budget must be divided into a capital and an operating budget.
 - (e) Where a Municipality spends money on a capital project, then such monies should have been in the capital portion of the budget.
 - (f) The Municipal Manager shall adhere to the terms of section 33(1)(a) of the Municipal Finance Management Act.
- 7.2 In light of the above the Municipality will have the following responsibilities –
- To secure payment received from other state entities, and open a separate bank account;
 - Make sure that the Accounting officer is properly advised on the correct information regarding this projects and the costs involved;
 - Makes sure that the municipal budget makes provision for the payout of the mentioned monies.

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8. FUNDING FOR THIS PROJECT

- 8.1 It is made clear with this agreement that Matjhabeng Municipality will not be a "funding Party" to this agreement. No funds other than that stipulated in the Council Resolution and services level agreement will be awarded to this project by the Municipality;
- 8.2 Matjhabeng Municipality shall only play the role of being a financial conveyer-belt to this project; in that all governmental funding should go through the council's bank account as stipulated in the Municipal Finance Management Act.
- 8.3 The project primarily will be funded by governmental grants as well as external private investors.
- 8.4 Funding as mentioned will then be paid to Matjhabeng and dealt with as stipulated in Par 7.1 of this agreement.

9. SPECIAL CONDITIONS

- 9.1 Matjhabeng Municipality will not be involved in the funding for the feasibility study,
- 9.2 Matjhabeng Municipality will be involved in the appointment of the consultants conducting the feasibility study.
- 9.3 Matjhabeng Municipality's involvement will be restricted to the appointment of consultants and approval of the study
- 9.3 Notwithstanding the signing of the agreement herein the latter shall be effective upon payment from any Government Department or any other source as recommended by the trust is made into Matjhabeng Municipality's bank account.
- 9.4 Neither Matjhabeng Municipality nor the Trust will have any obligation

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in terms of this agreement until the provision in terms of par 9.3 of this agreement is complied with.

- 9.5 It is agreed that the signed LLA, will have effect during this whole process and Matjhabeng will on request of the trust sign all necessary documents for the transfer of land.

10. DURATION OF THIS AGREEMENT :

- 10.1 Upon completion for the feasibility study, the Trust will hand the feasibility report over to Council for approval before any further steps are taken.
- 10.2 In terms of this future Council Resolution.....A/.... Matjhabeng Municipality will:
 - 10.2.1 Have the right to end this Joint Venture Business Relationship upon completion of the Feasibility study.
 - 10.2.2 Have the right to enter into a new agreement to negotiate with the Trust further conditions for further participation in the development, ownership and management of the project.
 - 10.2.3 Permit the Trust to proceed with aspects in relation to the development of the land viz:
 - a) The signing of the service level agreement
 - b) Application of sub-division and rezoning
 - c) The signing of the Deed of Sale and the subsequent transfer thereof.

11. DISPUTE RESOLUTION

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A cluster of handwritten signatures and initials, including 'MF', 'L.A.', 'J.', and 'W.'.

11.1 Any dispute or difference arising at any time between any of the parties out of or in regards to:

- 11.1.1 any matter arising out of; or
- 11.1.2 the right and duties of any party hereto; or
- 11.1.3 the interpretation of; or
- 11.1.4 termination of; or
- 11.1.5 any matter arising out of termination of; or
- 11.1.6 the rectification of this agreement

It shall be submitted to and decided by arbitration on notice given by one party to the other in terms of this clause.

11.2 The arbitration shall be held at Bloemfontein informally and otherwise upon the provisions of the arbitration Act Nr. 42 of 196, as amended or re-enacted from time to time, it being the intention that if possible it shall be held and concluded within 21 (twenty one) days after it has been demanded.

11.3 Save it otherwise specifically provided in this agreement, the arbitrators shall be for the question in dispute:

11.3.1 primarily an accounting matter :-

* an independent practising chartered accountant of not less than 20 (twenty) years standing;

11.3.2 any other matter:-

*a practising senior council of not less than 5 (five) years standing as maybe agreed between the parties and falling agreement, nominated by the President for the time being of the institute of arbitrators of South Africa.

11.4 If agreement cannot be reached on whether the question in dispute falls under sub clause 11.3.1 and 11.3.2 or upon a particular arbitrator

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in terms of clause 7 within 7 (seven) days after the arbitration has been demanded, then the President shall:

- 11.4.1 determine whether the question in dispute falls under head paragraph 1 and head paragraph 2;
- 11.4.2 nominate the arbitrator in terms of the relevant sub clause within 7 (seven) days after the parties have fail to agree so that the arbitration can be held and be concluded as soon as possible within 21 (twenty one) days referred to in sub clause 2.

- 11.5 This clause shall constitute irrevocable consent by each party to the arbitration proceedings and no party shall be entitled to withdraw here from or to claim any such arbitration proceedings that it is not bound by the clause.
- 11.6 Each of the parties irrevocably agrees that the decision of the arbitrator in the arbitration proceedings:
 - 11.6.1 shall be final and binding on each of them;
 - 11.6.2 will be carried into effect and;
 - 11.6.3 can be made an order of any Court to who's jurisdiction the parties are subject.
- 11.7 This clause shall be severable from the remaining provisions of this agreement and shall constitute to be an application, notwithstanding the cancellation or purported cancellation of this agreement.

12. GENERAL

The parties agree and undertake that they will do all such things and sign all such documents as may be required of them from time to time in order to carry out the terms and conditions of this agreement. The

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parties shall at all times exercise and maintain outmost faith towards each other in the conduct of their affairs as is required by law in a partnership.

13. DOMICILIUM CITANDI ET EXECUTANDI

13.1 The parties hereby choose *domicilium citandi et executandi* as follows:

13.1.1 MATJHABENG LOCAL MUNICIPALITY:

MATJHABENG LOCAL MUNICIPALITY, CORNER RIJK &
STATEWAY STREETS, WELKOM, 9460.

13.1.2 THE TRUST :

31 KEEROM STREET, VOORSPOED INDUSTRIAL AREA,
WELKOM

13.2 Any party may change its aforesaid *domicilium* with a written notice given to the other party from time to time. Any notice to be sent to another party may be sent by prepaid registered post or delivered. In the event of posting it shall be deemed until the contrary is shown, to have been received within 5 (five) days of posting.

14. COSTS

14.1 It is recorded that each party shall pay its own costs incidental to the drawing and execution of this agreement.

15. JURISDICTION

15.1 This agreement shall be constituted and implemented in accordance with the laws of the Republic of South Africa. Save where arbitrations required, the Supreme Court of South Africa shall have jurisdiction with reference to any dispute arising under this agreement, but this shall

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not exclude the jurisdiction of any other Court which may otherwise have jurisdiction to determine the dispute.

16. BREACH

- 16.1 If any party breaches any material provision or term of this agreement and fails to remedy such breach within 30 (thirty) days of the receipt of written notice require to do so (or if it is not reasonably to remedy the breach within 30 (thirty) days, within such further period as may be reasonable in the circumstances) then the agreed party shall be entitled without notice in a vision to any other remedy available to it at law or under this agreement, including obtaining an entities, to cancel this agreement against the party in breach or to claim specific performances of any obligation(s) whether or not the due date for performance(s) has arrived, in either event without prejudice to the aggrieved party's rights to claim damages.

17. WHOLE AGREEMENT

- 17.1 This agreement constitute the whole agreement with the two parties and no variation or cancellation shall be of any force or effect unless and until it is reduced to writing and signed by the parties hereto or their duly authorised representatives. No warranties or representations have been made by any party to any other except as indicated herein, or accept as contained in parties other written instruments, including letters.

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Thus done and signed at WELKOM on this 31 day of July 2012.

AS WITNESSES:

1. Jessie
2. Vibel


MUNICIPAL MANAGER

AS WITNESSES:

1. 

Tsumeb Area M.F  NFS LEJWELEPUTSWA TRUST

L-A Mokolwa
Fazile Maswya -

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Land availability agreement between Matjhabeng Local Municipality and N.F.S. Lejweleputswa Community Partnership Trust

LAND AVAILABILITY AGREEMENT

made and entered into by and between

Matjhabeng Local Municipality

("the Municipality")

herein represented by Dr. B. Malakoane

in his capacity as the Municipal Manager

And

N.F.S. Lejweleputswa Community Partnership Trust
(IT No: 418/04)

("the Trust")

herein represented by

the Trustees and/or the CEO.

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City of Polokwane Multi-Purpose Sports Facility Agreement

WHEREAS the Municipality is the owner of property mentioned hereunder, which property is made available to the Trust for the development of a multi-purpose sport facility on terms and conditions embodied herein.

AND WHEREAS the Trust requested that the Municipality avails the said property for the development and upgrading of the said property on terms and conditions entailed in this Agreement.

Now therefore parties agree as follows:

Matjhabeng Municipality makes the land available to N.F.S. Lejweleputswa Community Partnership Trust (IT No: 418/04) for the development of multi purpose sports facility in phases, subject to the following conditions.

1. Property Description

- 1.1. The land that forms the subject of this agreement consist of portions of subdivision 2 of the Farm Vooruitgang 52, Administrative District Welkom, as depicted on Annexure "A" hereof:
 - 1.1.1 The figure A to S in extent ± 54,6 ha
 - 1.1.2 The figure marked "Phase 3 Development" in extent ± 36ha
 - 1.1.3 The figure marked "Future Development" in extent ± 34ha

2. Disposal

- 2.1. The Municipality herewith authorises the Trust to rezone, subdivide and transfer the land in favour of the latter, who also agree to bear the costs of this transaction.
- 2.2. The Trust is hereby obliged to keep the property in trust for the use and benefit of the community of Matjhabeng, the Free State and South Africa.
- 2.3. If the Trust no longer wish to make use of the land and the attachments thereon, it (Trust) barred from selling the property to third parties, this property will revert to Council.
- 2.4. In the event of the dissolution of the trust in any manner, the remaining Trustees must indicate to the Municipality which will initiate the transfer process.
- 2.5. The Parties agree herein that a condition be inserted in a Title Deed whereby the Municipality has the first option to buy.

LA

- 2 -

MF

SL

Land Transfer Agreement between the Trust and the Municipality

3. Costs

- 3.1. The cost for subdivision rezoning and transfer of land will be for the account of the Trust.
- 3.2. Land costs will be calculated at the nominal rate of R1 payable upon transfer of the property.
- 3.3. Matjhabeng Municipality will not be liable for any costs incurred by the Trust during the processes mentioned in paragraph 3.1 above.

4. Services

- 4.1. On finalisation of the extent of development the Trust will be obliged to enter into Co-operation and Services agreement with Matjhabeng Municipality whereby the services to be provided to the area outlined.
- 4.2. The internal services to the property will be provided by the Trust and the Bulk services by Municipality if resources so permit.

5. Conditions to fulfil this agreement

- 5.1. This agreement shall be subject to:
 - 5.1.1. The necessary approvals for subdivision, rezoning and Municipal by-laws.
 - 5.1.2. The Trust must notify the Municipality of the extent of the intended development of phase 1.
 - 5.1.3. The trust entering into a Co-operation and Services agreement with Municipality.
 - 5.1.4. Proof of financial backing that cover the extent of the phase 1 development is given to Municipality before development commences or registration of the transfer of land.
- 5.2. The above conditions shall be fulfilled before 31 December 2010 for the phase 1 development.

6. General

- 6.1. The Trust will not be liable for rates and taxes or service charges until the land is transferred or the sport Stadium completed and in use, whichever is the earliest.
- 6.2. The Matjhabeng Municipality will not unnecessary delay any negotiations or signing of agreements stemming from this agreement and will take all steps necessary to allow for the transfer of the property when requested.

- 6.3. The land will revert to the Municipality without any further notification to the Trustees, if within 3 (three) years from the date of the last signing party, there are no developments on the property.

7. Breach

In the event that either party should be in breach of its obligations in terms of this agreement and remain in default for a period of 30 (thirty days after date of delivery to such defaulting party of a written notice calling for the rectification of such breach, then and in such event:

- 7.1. The aggrieved party, subject to any other rights which it may have, shall be entitled to recover any cost thus incurred or amounts expended in connection with such rectification from the defaulting party on demand, which amount shall be payable within 14 (fourteen) days of demand being made therefore. In the event of late payment, the aggrieved party shall be entitled to interest on any amount due at a rate of 3% above the Bank prime rate as charged by the Standard Bank of South Africa Limited from time to time.
- 7.2. Either party may refer any dispute or breach to arbitration as set out in clause 8 below.
- 7.3. No remedial action by an aggrieved party shall be deemed to be a waiver of any rights of the aggrieved party to claim damages from the defaulting party as a result of such breach.

8. Resolution of Disputes

- 8.1. Should any dispute arise between the parties hereto with regard to the interpretation or implementation of any one or more of the provisions of this agreement, the parties shall in the first instance attempt to resolve such dispute by amicable negotiations.
- 8.2. Should any dispute remain unresolved, either party may require that the matter be referred by the parties, with or without legal representation, to a mediator at a place and at a time as to be determined by such mediator. The mediator shall be selected by agreement between the parties. The mediator shall at his entire discretion determine whether the reference to him shall be made in the form of written or verbal representations, provided that in making this determination he shall consult the disputing parties. The mediator shall within a reasonable period thereafter express in writing an opinion on the matter and furnish the parties each with a copy thereof. The opinion so expressed by the mediator shall be final and binding upon the parties until otherwise ordered as contemplated in 8.3 or 8.4.
- 8.3. If either of the parties is dissatisfied with or unwilling to accept the opinion expressed by the mediator, or if the parties are not able to agree to a mediator within 21 (twenty one) days of a request by one party to the other for mediation proceedings to be instituted, then and in either such event the dissatisfied party or whereon mediation has occurred, then either party may by way of written notice to the other give notice of the existence of the dispute and request that same be referred to arbitration.

L.A

J.Y M.F N.H

8.4. Such referral to arbitration shall be as contemplated in the Arbitration Act 1965 (Act 46 of 1965) provided that –

8.4.1. A single arbitrator shall be appointed.

8.4.2. The arbitrator shall be a professional person who shall be either an architect, quantity surveyor, engineer or legal practitioner of at least 10 (TEN) years' standing as a private professional practitioner, agreed upon by the parties within 7 (SEVEN) business days after the date on which the arbitration is called for and failing such agreement, then to be nominated by the president of the LAW Society of the Free State.

8.4.3. The arbitration proceedings shall take place at a venue to be determined by the arbitrator.

8.4.4. The arbitration proceedings shall be held informally and in a summary manner, that is on the basis that it will not be necessary to observe strict rules of evidence or the usual formalities of procedure.

8.4.5. The decision of the arbitrator shall be final and binding.

8.4.6. The cost of the arbitration proceedings shall be borne by the party as decided by the arbitrator.

SIGNED at WELKOM for and on behalf of Municipality on this 29... day of
January.....2008

Witness

Municipality Manager
Matjhabeng Municipality

SIGNED at WELKOM on behalf of the Trust on this 25... day of January...2008.

Witness

F.R. MABUYA. (Trustee)

X P2/5 Bellinda Caw
Witness

59

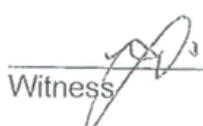
U.S. POSTAL SERVICE MAIL CERTIFICATE OF MAILING - U.S. MAIL


Isabella
Witness



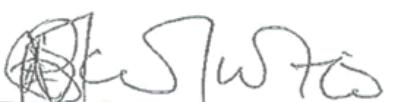
M.F. TSHABALALA (Trustee)


Ola
Witness


Witness


Witness

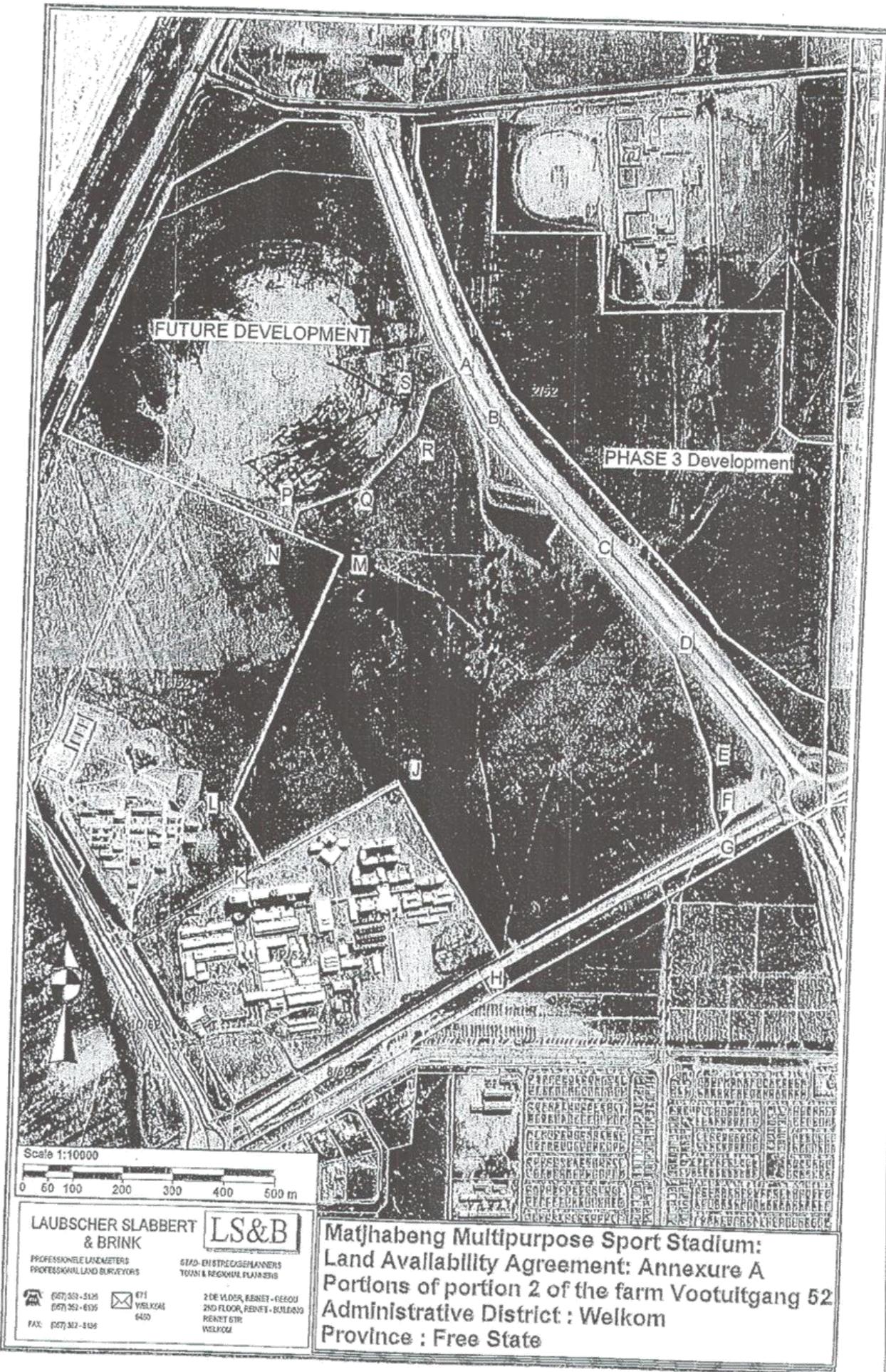

Witness


L.A. MOKOLUTLO (Trustee)


L.A. NYSCHÉN (Trustee)


Witness

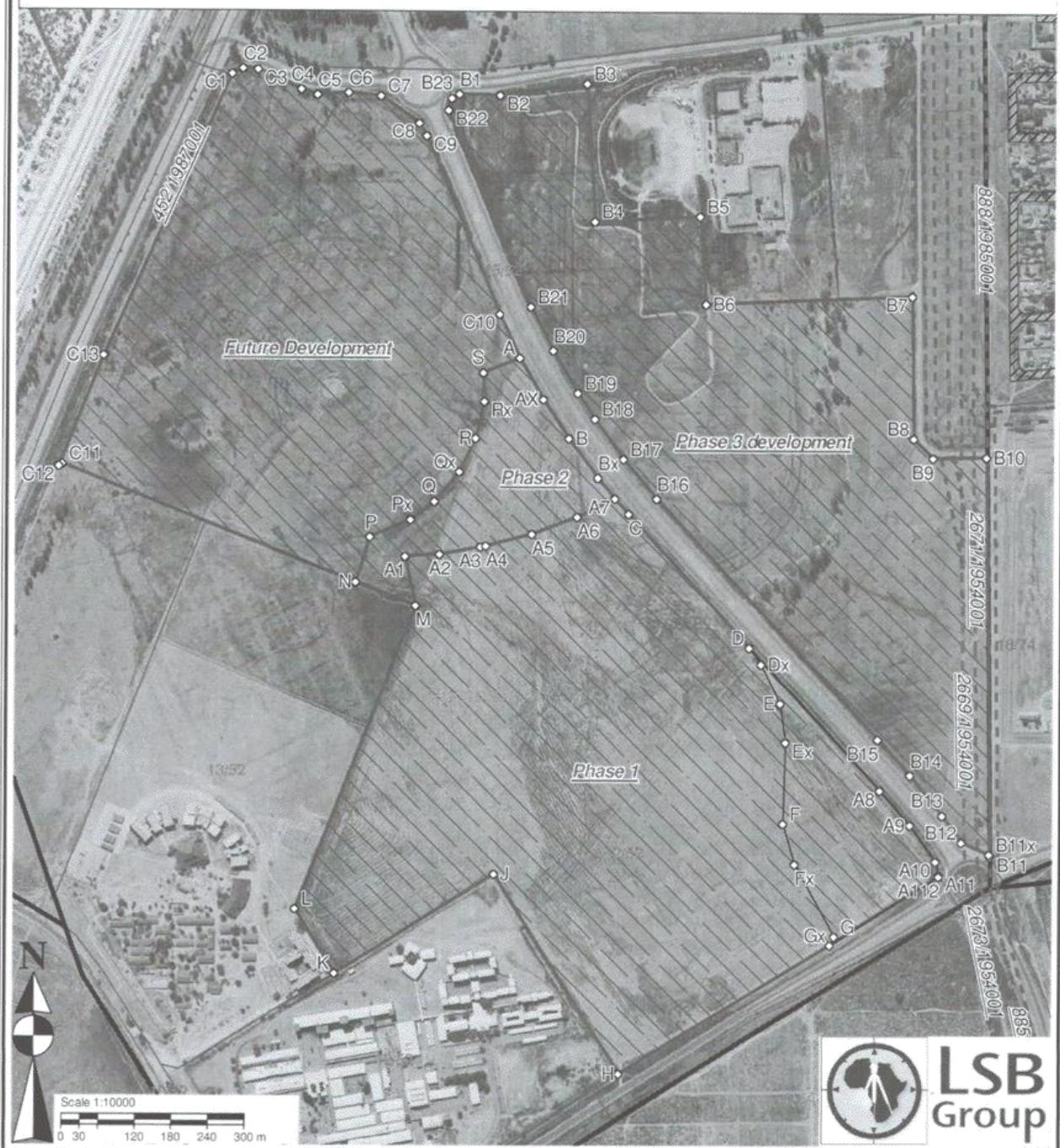
60



**Matjhabeng Multipurpose Sport Stadium:
Land Availability agreement: Annexure A: Updated 14/11/2018
Portions of portion 2 of the farm Vooruitgang 52
Administrative District: Welkom
Province : Free State**

Notes on the Update of the LAA Annexure A Sketch Plan

1. The development areas as described in par 1 is extended up to the boundaries of the adjacent properties. This is to clarify and ensure that no gaps or overlaps are created.
2. In terms of Par 5.1.2 and par 1.1.1 Phase 1 of the LAA agreement is defined as the figure A1, A2, A3, A4, A5, A6, A7, C, D, A8, A9, A10, A11, A12, Gx, H, J, K, L, M in extent ±54.2ha, and now includes the figure D, A8, A9, A10, A11, A12, Gx, G, Fx, F, Ex, E, Dx being the future SANRAL interchange in extent ±5.5ha.
3. In terms of Par 1.1.1 Phase 2 of the LAA agreement is defined as the figure A, Ax, B, Bx, A7, A6, A5, A4, A3, A2, A1, M, N, P, Px, Q, Qx, R, Rx, S in extent ±6.1ha.
4. In terms of Par 1.1.2 Phase 3 Development is defined as the figure B1 to B3 (the southern edge of the road reserve), B3 to B7 (to be agreed to with the Municipality and the affected sport communities), B7 to B10 (the outside edge of the Servitude area on diagram SG. 1036/1982), B10 to B11 (the boundary of Ptn 2), B11 to B23 (the north eastern boundary of Ptn 15), in extent ±43ha.
5. In terms of Par 1.1.3 the Future Development is defined as the figure C1 to C10, A (the south western boundary of Ptn 15), A, S, Rx, R, Qx, Q, Px, P, N, C11, C12 to C13 and C1 (the eaaster extent of the Sedibeng Servitude or the P4/1 road reserve whichever is the furthest east), in extent ±39.6ha.





MATJHABENG PRECINCT AREA SCHEDULE

PHASE 01	
BUSIENNS ACCOMMODATION B3 STORY BY ANOTHER FLOOR ANOTHER FLOOR AND INTERFLOOR	40 827.6 Square Meters
LODGE MEETING THEATRE	1 UNIT
HEIN PERSCHMIDT SPORT	4 536.32 Square Meters
GOLF COURSE 9 HOLE A-SIDE	494.31 Hectares
SOCER FIELD WITH AS TWO TURF	10m x 21m
TENNIS & GOLF PHASE 01	41 212.12 Square Meters

PHASE 02	
COMMUNITY HALL	3 877.85 Square Meters
OFFICE PARK	10 633.2 Square Meters
SPORTS ACCADEMY	9 777.43 Square Meters
ROUTE 94 HOTEL	2 997.49 Square Meters
WATERHOUSE	2 Units
SOCCER FIELD WITH AS TWO TURF	10m x 21m
TENNIS & GOLF PHASE 02	34 177.00 Square Meters

PHASE 03	
COMMUNITY HALL	3 877.85 Square Meters
OFFICE PARK	10 633.2 Square Meters
ROUTE 94 HOTEL	2 997.49 Square Meters
ROUTE 94 SPORTS CENTER	8 542.47 Square Meters
INDOOR SPORTS CENTER	3 542.47 Square Meters
WATERHOUSE	2 Units
SOCCER FIELD WITH AS TWO TURF	10m x 21m
TENNIS & GOLF PHASE 03	34 177.00 Square Meters

PHASE 04	
ROUTE 94 SPORTS	3 877.85 Square Meters
ROUTE 94 COMMERCIAL	9 777.43 Square Meters
ROUTE 94 HOTEL	2 997.49 Square Meters
ROUTE 94 PARK	3m x 3m
TOTAL AREA PHASE 04	54 125.00 Square Meters
DEVELOPMENT TOTALS	135 300.00 Square Meters

ESCOM SUBSTATION

ARCHI-M STUDIO ARCHITECTS

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WESTDENE 9301
BLOEMFONTEIN

P. O. BOX 9650
TEL: +27 51 430 8714
FAX: +27 51 448 5384



info@archimstudio.co.za

bakopane
architects

DATE:
19-04-2014
Designed by: V.R. Makulu
Drawn by: N. MOSHO SHOE

MATJHABENG PRECINCT IDP PROJECT

2016/21

NOT TO SCALE

DATE: 04/10/2018 REF.: AMS/18/09_001/SDP

LSB

TOWN & REGIONAL PLANNERS
PROFESSIONAL LAND SURVEYORS

2nd Floor
Reinet Building P.O. Box 671
Reinet Street
Welkom
9480 TEL: 057 - 3525126
FAX: 057 - 3525136
E-MAIL: lsb@intertext.co.za

Provincial Gazette

Free State Province



Provinsiale Koerant

Provinsie Vrystaat

Published by Authority

Uitgegee op Gesag

NO. 37	FRIDAY, 13 JULY 2018	NR.37	VRYDAG, 13 JULIE 2018
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44	Letsemeng Local Municipality: 2018/2019 Budget Tariffs.....	2	
GENERAL NOTICES		ALGEMENE KENNISGEWINGS	
95	Notice of Applications in terms of Mangaung Municipal Land Use Planning By-Law, 2015: a) Plot 22 Estoire Settlement b) Shellyvale Extension 8 c) Plot 63 Spitskop.....	4	95 Kennisgewing van Aansoeke ingevolge Mangaung Munisipale Grondgebruik-Beplannings Bywet, 2015: a) Hoewe 22 Estoire Nedersetting b) Shellyvale Uitbreiding 8 c) Hoewe 63 Spitskop..... 4

[PROCLAMATION NO. 09 OF 2018]	[PROKLAMASIE NR. 09 VAN 2018]
AMENDMENT OF THE TOWN-PLANNING SCHEME OF WELKOM	WYSIGING VAN DIE DORPSAANLEGSKEMA VAN WELKOM
<p>By virtue of section 29(3), read with section 30 of the Townships Ordinance, 1969 (Ordinance No. 9 of 1969), I, M D KHOABANE Member of the Executive Council of the Province responsible for Cooperative Governance and Traditional Affairs, hereby give notice that I have amended the Town-Planning Scheme of Welkom as set out in the Schedule, and that a copy of such amendment will be open for inspection during office hours at the offices of the Townships Board and the Matjhabeng Local Municipality.</p> <p>Given under my hand at Bloemfontein this 26th day of June 2018.</p> <p>M D KHOABANE MEMBER OF THE EXECUTIVE COUNCIL: COOPERATIVE GOVERNANCE, AND TRADITIONAL AFFAIRS</p> <p>Amend the scheme boundaries of the Town-Planning Scheme of Welkom, by the inclusion of Certain Subdivision 2 of the Consolidated farm Vooruitgang No. 52, Administrative District Welkom, into the scheme area of Welkom with the zoning "Agriculture".</p>	<p>Kragtens artikel 29(3), saamgelees met artikel 30 van die Ordonnansie op Dorpe, 1969 (Ordonnansie No. 9 van 1969), verklaar ek, M D KHOABANE, Lid van die Uitvoerende Raad van die Provinse verantwoordelik vir Samewerkende Regering en Tradisionele Sake, hiermee dat ek die Dorpsaanlegskema van Welkom gewysig het soos in die Bylae aangedui, en dat 'n afskrif van gemelde wysiging gedurende kantoorure by die kantore van die Dorperaad en die Matjhabeng Plaaslike Munisipaliteit ter insae beskikbaar is.</p> <p>Gegee onder my hand te Bloemfontein op hede die 26ste dag van Junie 2018.</p> <p>M D KHOABANE LID VAN DIE UITVOERENDE RAAD: SAMEWERKENDE REGERING EN TRADISIONELE SAKE</p> <p>Wysig die skema grense van die Dorpsaanlegskema van Welkom deur die insluiting van Sekere Onderverdeling 2 van Gekonsolideerde plaas Vooruitgang No. 52, Administratiewe Distrik Welkom tot die skemagebied van Welkom met die sonering "Landbou".</p>

[PROVINCIAL NOTICE NO.44 OF 2018]

LETSEMENG LOCAL MUNICIPALITY
2018/2019 BUDGET TARIFFS

Notice is hereby given in terms of Chapter 4 of the Municipal Finance Management Act, no. 56 of 2003, that the Council approved the 2018/2019 budget together with the 2018/2019 Integrated Development Plan at an Ordinary Council meeting held on **Thursday, 28th June 2018** in Koffiefontein.

The tariffs for the financial year are as follows:

1. Electricity

Domestic

Commercial Tariffs: Business

	Conventional	Prepaid	Conventional	Prepaid	Industrial Tariffs/Medium
Basic Charge:	R207.40	-	R377.36	-	R6 455.72
Blok 1 (0-50kWh)	0.88	0.90	Energy charge R172.29c/kWh	Energy charge R204.11c/kWh	Energy Charge R79.49c/kWh Demand Charge R227.20/kVA
Blok 2 (51-350kWh)	1.12	1.15	>50kVA R4 370.71/month Energy charge R138.21c/kWh		
Blok 3(351-600kWh)	1.57	1.58			
Blok 4 (>600kWh)	1.89	1.89			

2. Water

(a) Basic Charge

: Domestic

Business

R 63.70 R 198.45

(b) Tariff

7-30kl

R 7.65

per kl R10.75

31-50kl

R 10.55

51-kl

R 12.15

3. Sewerage per month	Domestic R107.50	Business R202.40
4. Refuse removal charge per month	Domestic R 103.80	Business R223.80
Description	2017/2018	2018/2019
R		
Property Tax		
Residential	0.0141245	0.0149720
Business, Industrial	0.0154200	0.0163452
Government	0.0172000	0.0182320
Vacant Stands	0.0152611	0.0161768
Churches	0.0000000	0.0000000
NGO, Creche, PBO structured and registered	0.0000000	0.0000000
Municipality	0.0000000	0.0000000
Small Holdings	0.0077914	0.0082589
Farms	0.0017406	0.0018450

The approved Budget and Integrated Development Plan 2018/2019 is available at all municipal offices during office hours.

T A Mkhwane
Municipal Manager

MUNISIPALITEIT – LETSEMENG
2018/2019 BEGROTING TARIEWE

Kennis word hiermee gegee in terme van Hoofstuk 4 van die Wet of Munisipale Finansiële Bestuur van 2003, nr. 56, dat die Raad die begroting van die **2018/2019 finansiële jaar** goekgekeur het saam met die **2018/2019 Geïntegreerde Ontwikkelings plan (IDP)** op 'n Gewone Raadsvergadering gehou op **Donderdag, 28 Junie 2018 te Koffiefontein**.

Die tariewe vir die boekjaar 2018/2019 is soos volg:

1. Elektrisiteit Huishoudelike

	Konvensioneel	Voorafbetaalde	Konvensioneel	Voorafbetaalde	Industrieel Tariewe/Medium
Basiese Heffing:	R207.40	-	R377.36	-	R6 455.72
Blok 1 (0-50kWh)	0.88	0.90	Energie lading R172.29c/kWh	Energie lading R204.11c/kWh	Energy lading R79.50c/kWh Aanvraag koste R227.43/kVA
Blok 2 (51-350kWh)	1.12	1.15	>50kVA R4 370.71/maand Energie lading R138.21c/kWh		
Blok 3(351-600kWh)	1.57	1.58			
Blok 4 (>600kWh)	1.89	1.89			

2. Water

- | | | | | | |
|-----|----------------------|---------|--------------|-----------|---------------|
| 1. | WATER | : | Huishoudelik | Besigheid | |
| (a) | Basiese Heffing | : | R 63.70 | R 198.45 | |
| (b) | Tariewe | 7-30kl | : | R 7.65 | per kl R10.75 |
| | | 31-50kl | : | R 10.55 | |
| | | 51-kl | : | R 12.15 | |
| 3. | Rioolkoste per maand | | Huishoudelik | Besigheid | |

4. Vulliskoste per maand

R 107.50	R202.40
Huishoudeelik	Besigheid
R 103.80	R223.80

Beskrywing	2017/2018	2018/2019
R		
Eiendomsbelasting		
Residensieel	0.0141245	0.0149720
Besigheid, Industrieel	0.0154200	0.0163452
Regering	0.0172000	0.0182320
Lee Erwe	0.0152611	0.0161768
Kerke	0.0000000	0.0000000
NGO, Creche, PBO geregistreerde organisasies	0.0000000	0.0000000
Munisipaliteit	0.0000000	0.0000000
Klein hoewe	0.0077914	0.0082589
Plase	0.0017406	0.0018450

Die goedgekeurde Begroting en Geïntegreerde Ontwikkelings Plan vir 2018/2019 is beskikbaar by alle munisipale kantore gedurende kantoor ure.

T L Mkhwane
Munisipale Bestuurder

[GENERAL NOTICE NO. 95 OF 2018]

NOTICE OF APPLICATION IN TERMS OF MANGAUNG MUNICIPAL LAND USE PLANNING BY-LAW, 2015

Notice is hereby given in terms of Section 47 (3) of the Mangaung Municipal Land Use Planning By-law (2015), that the following application(s) have been received.

a) Plot 22 Estoire Settlement

- i) for the amendment of the Bloemfontein Town Planning Scheme No. 1 of 1986 by the creation of a new "Special Use ____" zoning that permits a hospital with a maximum GLA of 13 125m² as well as a retail area with a maximum GLA of 1 000 m²; and
- ii) The rezoning of the Remainder of Plot 22, Estoire, Bloemfontein, from "Special Business 2" to the newly created "Special Use ____" zoning.

b) Shellyvale Extension 8

- i) for the amendment, in part, of General Plan S.G. No. 211/2013 by the re-layout of the Township and amendment of the Conditions of Establishment, including the cancelation of servitudes that are no longer required;
- ii) for the permanent closure of all Public Places (parks and streets) indicated on General Plan S.G. No. 211/2013;
- iii) for the amendment of the Bloemfontein Town Planning Scheme No. 1 of 1954, by the inclusion and zoning of the respective erven in accordance with the new amended Township Layout Plan.

c) Plot 63 Spitskop

- i) for the removal of restrictive condition (b) on page 2 (two) of Title Deed T11359/2004 to permit a second dwelling house on the property.

[ALGEMENE KENNISGWING NR. 95 VAN 2018]

KENNISGEWING VAN AANSOEK INGEVOLGE MANGAUNG MUNISIPALE GRONDGEBRUIK-BEPLANNINGS BYWET, 2015

Kennis geskied hiermee in terme van Artikel 47(3) van die Mangaung Munisipale Grondgebruikbeplannings By-Wet (2015), dat die volgende aansoek(e) ontvang is.

a) Hoewe 22 Estoire Nedersetting

- i) vir die wysiging van die Bloemfontein Dorpsaanlegskema Nr. 1 van 1986, deur die skepping van 'n nuwe "Spesiale Gebruik ____" sonering wat 'n hospitaal toelaat met 'n maksimum BVO van 13,125m², asook 'n kleinhandelsarea met 'n maksimum BVO van 1,000 m²; en
- ii) die hersonering van die Restant van Plot 22, Estoire, Bloemfontein, vanaf "Spesiale Besigheid 2" na die nuutgeskepte "Spesiale Gebruik ____" sonering.

b) Shellyvale Uitbreiding 8

- i) vir die wysiging, gedeeltelik, van Algemene Plan L.G. Nr. 211/2013 deur die heruitleg van die hele Dorp en wysiging van die Stigtingsvooraardes, insluitend die kansellasie van serwitute wat nie meer benodig word nie;
- ii) vir die permanente sluiting van alle openbare plekke (parke en strate), soos aangedui op Algemene Plan L.G. No. 211/2013;
- iii) vir die wysiging van die Bloemfontein Dorpsbeplanningskema No. 1 van 1954, deur insluiting en sonering van die onderskeie erven in ooreenstemming met die nuwe gewysigde dorpsuitlegplan.

c) Hoewe 63 Spitskop

- i) vir die opheffing van beperkende voorwaarde (b) op bladsy 2 (twee) van Titelakte T11359/2004, om 'n tweede woonhuis op die eiendom toe te laat.

The applications, relevant plans, documents and information will be available for inspection during office hours (08:30 – 15:00) at the office of the Town and Regional Planning Sub-directorate of the Mangaung Metro Municipality, Room 1011, 10th Floor, Bram Fischer Building, Corner Nelson Mandela Drive and Markgraaf Street, Bloemfontein, for a period of **30 days** from the date of publication hereof.

Any person who has an interest in the matter, or wishes to object to the granting of the application(s) or who desires to be heard, or wants to make representations concerning the matter, must do so in writing, addressed to the Town and Regional Planning Sub-Directorate, of the Municipality at the above-mentioned address, or PO Box 3704, Bloemfontein, 9300, or email to patricia.maasdorp@mangaung.co.za on or before **13 August 2018** at 15:00, provided that objections must be dated, indicate the name, address and full contact details of the objector(s), as well as stating the interest in the application and the reason(s) for the objection. The Municipality may refuse to accept any submission after the closing date. Any person who is unable to write and wishes to be heard will be assisted by an official during office hours at the address stated in this notice. A person who submits comments, objections or representations will be notified if a hearing is to be held in respect of the application.

Contact details of applicant: Urban Dynamics Town and Regional Planners, P.O. Box 37523, Langenhovenpark, 9330,
Tel: (051) 446 0532

Die aansoek, betrokke kaarte, dokumente en inligting sal vir besigtiging beskikbaar wees tydens kantoorure (08:30 – 15:00) by die kantoor van die Sub-direktoraat Stads- en Streeksbeplanning van die Mangaung Metro Munisipaliteit, Kamer 1011, 10de Vloer, Bram Fischer-gebou, hoek van Nelson Mandela Rylaan en Markgraaf Straat, Bloemfontein, vir 'n tydperk van **30 dae** vanaf die datum van publikasie hiervan.

Enige persoon wie 'n belang in die saak het, of beswaar wil maak teen die goedkeuring van die aansoek(e) of wat verlang om om aangehoor te word of vertoë wil rig, moet dit skriftelik doen, gerig aan die Sub-direktoraat Stads- en Streeksbeplannings van die Munisipaliteit by bovemelde adres, of Posbus 3704, Bloemfontein, 9300, of epos aan patricia.maasdorp@mangaung.co.za voor of op **13 Augustus 2018** om 15:00, met dien verstande dat besware gedateer moet wees, die naam, adres en volledige kontakbesonderhede van die beswaarmaker(s) moet aandui, asook die belang in die aansoek en die rede(s) vir die beswaar. Die Munisipaliteit mag weier om enige indiening na die sluitingsdatum te aanvaar. Enige persoon wat nie kan skryf nie en aangehoor wil word, sal deur 'n amptenaar bygestaan word gedurende kantoorure by die adres vermeld in hierdie kennisgewing. 'n Persoon wie kommentaar voorlê, beswaar maak of vertoë rig sal in kennis gestel word indien 'n verhoor ten opsigte van die aansoek gehou moet word.

Kontakbesonderhede van applikant: Urban Dynamics Stads - en Streekbeplanners, Posbus 37523, Langenhovenpark, 9330,
Tel: (051) 446 0532

<p>PROVINCIAL GAZETTE <i>(Published every Friday)</i></p> <p>All correspondence, advertisements, etc. must be addressed to the Officer in charge of the Provincial Gazette, P.O. Box 517, Bloemfontein, Tel.: (051) 403 3139. Free Voucher copies of the Provincial Gazette or cuttings of advertisements are NOT supplied.</p> <p>Subscription Rates (payable in advance)</p> <p>The subscription fee for the Provincial Gazette (including all Extraordinary Provincial Gazettes) are as follows:</p> <p>SUBSCRIPTION: (POST)</p> <table border="0"> <tr> <td>PRICE PER COPY</td> <td>R 27.00</td> </tr> <tr> <td>HALF-YEARLY</td> <td>R 678.00</td> </tr> <tr> <td>YEARLY</td> <td>R 1 356.00</td> </tr> </table> <p>SUBSCRIPTION: (OVER THE COUNTER / E-MAIL)</p> <table border="0"> <tr> <td>PRICE PER COPY</td> <td>R 19.00</td> </tr> <tr> <td>HALF-YEARLY</td> <td>R 470.00</td> </tr> <tr> <td>YEARLY</td> <td>R 940.00</td> </tr> </table> <p>Stamps are not accepted</p> <p>Closing time for acceptance of copy</p> <p>All advertisements must reach the Officer in Charge of the Provincial Gazette not later than 08:00 (Tuesday), three working days prior to the publication of the Gazette. Advertisements received after 08:00 on the Tuesday of the publication week, will be held over for publication in the issue of the following week, or if specifically requested by the advertiser, will be published as a "Special Publication". In such cases, the advertisement must be delivered to the Officer in Charge not later than 12:00 on the Thursday preceding the publication of the Gazette and double rate will be charged for that advertisement. No advertisements will be received and published on the same day, unless accompanied by a direct instruction from the top levels of the management of that department / institution.</p> <p>A "Late Advertisement" will not be inserted as such without definite instructions from the advertiser.</p> <p>Advertisement Rates</p> <p>Notices required by Law to be inserted in the Provincial Gazette: R 36.00 per centimeter or portion thereof, single column.</p> <p>Advertisement fees are payable in advance to the Officer in charge of the Provincial Gazette, P.O. Box 517, Bloemfontein, 9300, Tel.: (051) 403 3139.</p> <p>NUMBERING OF PROVINCIAL GAZETTE</p> <p>You are hereby informed that the numbering of the Provincial Gazette /Tender Bulletin and notice numbers will from 2010 coincide with the relevant financial year. In other words, the chronological numbering starting from one will commence on or after 1 April of every year.</p>	PRICE PER COPY	R 27.00	HALF-YEARLY	R 678.00	YEARLY	R 1 356.00	PRICE PER COPY	R 19.00	HALF-YEARLY	R 470.00	YEARLY	R 940.00	<p>PROVINSIALE KOERANT <i>(Verskyn elke Vrydag)</i></p> <p>Alle korrespondensie, advertensies, ens. moet aan die Beampte Belas met die Proviniale Koerant, Posbus 517, Bloemfontein, Tel.: No. (051) 403 3139 geadresseer word. Gratis eksemplare van die Proviniale Koerant of uitknipsels van advertensies word NIE verskaf nie.</p> <p>Intekengeld (vooruitbetaalbaar)</p> <p>Die intekengeld vir die Proviniale Koerant (insluitend alle Buitengewone Proviniale Koerante) is soos volg:</p> <p>INTEKENGELD: (POS)</p> <table border="0"> <tr> <td>PRYS PER EKSEMPLAAR</td> <td>R 27.00</td> </tr> <tr> <td>HALFJAARLIKS</td> <td>R 678.00</td> </tr> <tr> <td>JAARLIKS</td> <td>R 1 356.00</td> </tr> </table> <p>INTEKENGELD: (OOR DIE TOONBANK / E-POS)</p> <table border="0"> <tr> <td>PRYS PER EKSEMPLAAR</td> <td>R 19.00</td> </tr> <tr> <td>HALFJAARLIKS</td> <td>R 470.00</td> </tr> <tr> <td>JAARLIKS</td> <td>R 940.00</td> </tr> </table> <p>Seëls word nie aanvaar nie.</p> <p>Sluitingstyd vir die Aanname van Kopie</p> <p>Alle advertensies moet die Beampte belas met die Proviniale Koerant bereik nie later nie as 08:00 (Dinsdag), drie werksdae voordat die Koerant uitgegee word. Advertensies wat na 08:00 op die Dinsdag van die publikasie week ontvang word, word oorgehou vir publikasie in die uitgawe van die volgende week, of as die adverteerder dit verlang, sal dit geplaas word in 'n "Buitengewone Koerant". In sulke gevalle moet die advertensie aan die Beampte oorhandig word nie later nie as 12:00 op die Donderdag voordat die Koerant gepubliseer word en dubbeltarief sal vir dié advertensie gevra word. Geen advertensies sal gepubliseer word op die selfde dag as ontvangs, indien daar nie 'n skriftelike versoek van die topbestuur van daardie departement / instansie ontvang is nie.</p> <p>'n "Laat Advertensie" sal nie sonder definitiewe instruksies van die Adverteerder as sodanige geplaas word nie.</p> <p>Advertensietariewe</p> <p>Kennisgewings wat volgens Wet in die Proviniale Koerant geplaas moet word: R 36.00 per centimeter of deel daarvan, enkel-kolom.</p> <p>Advertensiegelder is vooruitbetaalbaar aan die Beampte belas met die Proviniale Koerant, Posbus 517, Bloemfontein 9300, Tel.: (051) 403 3139.</p> <p>NOMMERING VAN PROVINSIALE KOERANT</p> <p>U word hiermee in kennis gestel dat die nommering van die Proviniale Koerant / Tender Bulletin en kennisgewingnummers vanaf 2010 met die betrokke boekjaar sal ooreenstem. Met ander woorde, die kronologiese nommering beginnende met een, sal op of na 1 April van elke jaar begin.</p>	PRYS PER EKSEMPLAAR	R 27.00	HALFJAARLIKS	R 678.00	JAARLIKS	R 1 356.00	PRYS PER EKSEMPLAAR	R 19.00	HALFJAARLIKS	R 470.00	JAARLIKS	R 940.00
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**DISCUSSION DOCUMENT DRAFT 4: MULTI PURPOSE SPORT CENTRE
ZONING AND LAND USES**

***NFSLCPT Multipurpose Sport Centre REZONING - DISCUSSION
DOCUMENT 1***

1. Definitions

“**Integrated Sport Complex**” means the activities and lands uses that support the sport industry and are utilized by and for the sport industry, and specifically include such other activities and facilities that assist to sustain the sporting facilities through a contractual arrangement.

“**Multipurpose Sport complex**” means an integrated development of facilities and activities catering for both indoor and outdoor sporting codes and includes training facilities and administrative functions. It further includes specialist facilities to enhance the skills and performance of players and officials including potential players and officials. It further includes facilities to accommodate spectators both on- and off-site and includes, for this purpose, the infrastructure and facilities for multimedia, electronic and other means to accommodate and communicate with spectators.

“**Supporting Land uses**” means land uses that are allowed on the premises in terms of the Land Use Scheme with the purpose to sustain the operational and maintenance aspects of the multipurpose sport complex, and includes, for this purpose, land uses and land use activities normally associated with the Zonings Residential, Business, Institutions, Educational, Commercial and Light Industrial. The Supporting Land Uses may only be secured to a third party through a short-term lease or a long term lease registered in the Deeds Office. The premises may not be subdivided or parts sold via the sectional title system or a share-block scheme.

2. Zoning:

Zone	Map indication	Allowable land Utilisation Practices	Reconcilable Practices subject to Application to and approval from the Council
Integrated Sport Complex		Multipurpose Sport Complex	Supporting Land Uses

3. Special conditions applicable to the zoning “Integrated Sport Complex”

3.1. The following general principles and conditions are applicable to each and every application for the zoning Integrated Sport Complex:

Coverage: as agreed with the Municipality

Density: as agreed with the Municipality

FAR: as agreed with the Municipality

**DISCUSSION DOCUMENT DRAFT 4: MULTI PURPOSE SPORT CENTRE
ZONING AND LAND USES**

Height: as agreed with the Municipality.

Parking: as agreed with the Municipality

Minimum erf size: as agreed with the Municipality

Additional Requirements:

- 3.2. The sport industry activities on a piece of land zoned for Integrated Sport Complex may only commence if the following conditions are met:
 - a. A Health and Safety Plan has been submitted by the developer / land owner and approved by the Municipal Emergency Services Cluster. The Health and Safety Plan as well as the Disaster Management Plan must be updated by the developer / land owner annually and approved by the Municipal Emergency Services Cluster.
 - b. If aerial vehicles are to be used during the sporting activities, a clearance issued by the Civil Aviation Authority for the use of the airspace is required.
 - c. The Municipality has approved a site development plan, showing sufficient details.
- 3.3. Any amendments to the Trust Deed, that materially affects the principle that the land owner holds the land in trust for the community, must be approved by the Municipality prior to the amendment being promulgated.
- 3.4. As the purpose of the Supporting Land Uses is to assist in the sustainability of the sport complex, the Supporting Land Uses may not become operational before the sporting facilities are operational, unless an implementation plan, indicating the phased construction and operational time frames of the different facilities, has been approved by the Municipality prior to, or as part of the building plan approval process.
- 3.5. The approval of an application for Supporting Land Uses is subject to the submission of signed agreements between the land owner and the tenant(s) / lessees, indicating the contribution to sustaining the sporting facilities. Any amendment to these agreements that will materially affect the sustainability principle of such agreements must be approved by the Municipality prior to such amendment becoming effective.
- 3.6. Application for extensions to - and changes of the sport facilities and Supporting Land Uses, that will affect any of the relations listed in par3.1, must be made in terms of the SPLUMA Act and accompanied by the updated approved Site Development Plan, which must be approved by the Municipality prior to implementation. The Municipality may require audited financial statements and signed agreements to support the amendments applied for, where it concerns and affects supporting land uses.
- 3.7. The premises may not be subdivided or parts sold via the sectional title system or a share-block scheme, as the land owner holds the land in trust for the community. This condition

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must be included in the Title Deed and may not be cancelled unless approved by the Municipal Council.

3.8. The following land uses are not allowed as Supporting Land Uses:

Land uses classified under the zonings: Industry General and Noxious Industry as well as

- (i) Adult store
- (ii) Escort club
- (iii) Tavern
- (iv) Shebeen
- (v) Laundry or dry cleaning works
- (vi) Home Industry
- (vii) Scrapyard
- (viii) Or any other land use as may be decided from time to time by the Municipality.