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MATJHABENG MUNICIPALITY

ANNEXURES

FOR THE

SECTION 80 PORTFOLIO COMMITTEE

FOR

**LOCAL ECONOMIC DEVELOPMENT
(LED)**

CONVENED FOR

WEDNESDAY, 18 OCTOBER 2017

AT

10:00

AT

4TH FLOOR, ROOM 402, ONE REINET BUILDING

**DEPARTMENT OF LOCAL ECONOMIC DEVELOPMENT CONSOLIDATED MONTHLY REPORT
FEBRUARY 2018**

DIVISION: SMME, TRADE & INVESTMENT

PROJECT NAME	DESCRIPTION	PROGRESS / STATUS	COMMENTS/CHALLENGES	REMEDIAL MEASURES
SEDA is training for SMME that have started operating their business from 0-6 Months	The training is targeting youth in business who have been operating from 0-6 Months and will focus on basic business skills, marketing skills, business proposal writing skills amongst other areas.	The training will be held on Wednesday 28 February 2018, Thursday 1 st & end Friday 2 nd March 2018 at TS. Du Plessis hall in Welkom.	The municipality assisted by providing venue for the training	
Destea workshop for SMME's on Prioritized Sectors	<p>The workshop is to create awareness on investment and business opportunities on those identified sectors within the District:</p> <p>Agriculture: Tokologo and Masilonyana: Herbs and medicinal plants (through hydroponics; area is dry); Ostrich farming</p> <p>Mining: Virginia/Theunissen (Coal gasification); Masilonyana (Methane gas extraction); Matjhabeng (Uranium</p>	The workshop will be held on the Wednesday 14 th March 2018 at TS. Du Plessis hall in Welkom.	The municipality assisted by providing venue for the workshop and inviting informal traders from all units	

W&RSeta workshop for Retail Informal Traders	<p>mining); Tokologo (Salt mining); Nala (Titanium mining) Manufacturing/Agro processing: sunflower processing plant; maize mill. Tourism: Phakisa multi-purpose sports facility; Goldmine Underground Tour; Flamingo Tourism route</p> <p>This is the workshop where informal traders in the retail sector can benefit from programmes that are offered by the W&R Seta and other agencies of government.</p>	<p>The workshop will be held on the 2nd March 2018 at Meloding Community Hall.</p>	<p>The municipality assisted by providing venue for the workshop and inviting informal traders from all units</p>	
Matjhabeng Industrial Park (MIP)	<p>-</p>	<p>. A site visit was done at MIP on the 15th February 2018.</p> <ul style="list-style-type: none"> ➤ A proper hand over and allocation process is still waiting. 	<p>Business people that have registered on the MIP waiting list of Manufactures who needs approval of operating their business at MIP were raising their concerning as to when they will be allocated as tenants at MIP</p>	<p>For facilities Department to start fast tracking the issue of allocating stalls to Manufacturers who are willing to apply for them.</p>

DIVISION TOURISM

Site Application	5 Applications were submitted to Mr Molelekoa for comments. 1 Site inspection was conducted at Rietzpark.	There is no much progress on issuing business trading Permits. Business people are unable to start operating due to the above-mentioned reasons.		
PROJECT NAME	DESCRIPTION	PROJECT STATUS	CHALLENGES	REMEDIAL MEASURES
Tourism Development - to promote tourism education and awareness	Lejweleputswa District Municipality will be launching # We do Tourism Sustainably Campaign. This campaign aims to encourage South Africans to get involved in tourism and take part in the value chain of tourism. A partnership was forged between the National Department of Tourism and the Department of Economic, Small Business Development, Tourism and Environment Affairs (DESTEA) for the effective delivery of the activations of the #We Do Tourism Campaign. The activation of the campaign will be followed by an Imbizo led by the Minister of Tourism.	Sub-committees for the event were established. The event will be held on the 16 th March 2018 at the Meloding Community Hall from 08:30 – 14:00. The final programme will be presented in the next meeting.		Sub-committees will present their plans of action in the next meeting on the 06 March 2018.

Tourism Development – addressing constraints which limit tourism development	Tourism Support for Provincial and Local Government is a newly established unit to provide support for both provincial and local government. The National Department of Tourism identified a gap between three spheres of government hence the unit was established. The national, provincial and local government will do more by working closer together in multi-level partnerships that include the public and private sector, civil society and citizens.	The Tourism Support for Provincial and Local Government Unit is currently developing a framework based on assessments and stakeholder consultative workshops that were conducted.		The final framework is intended to be completed by end of March 2018.
Matjhabeng Tourism Service Excellence Awards	The annual Matjhabeng Tourism Service Excellence Awards is where we give recognition to our local Restaurants, Petrol	<ul style="list-style-type: none"> • Venue and Catering for 300 people and Entertainment at the Matjhabeng Tourism 	<ul style="list-style-type: none"> • A meeting with the Acting Director be held in order to finalise the date of 	That s date for the awards be finalised.

	Stations,B&B / Guesthouses and Art & Crafters .	Service Excellence Awards Submission: Supply Chain management division issued an order. Practicon Trading and Enterprise were the selected service provider.	the Matjhabeng Tourism Excellence Awards event.	
Events Tourism	Permission letter for Just Fun Amusement to utilise the municipal land open space next to Magistrate Court in Welkom on the 19 th February 2018 to 9 th April 2018	The Lease Agreement document was sent to the Legal Department for amendments before it could be sent to the office of the municipal manager for approval.	Lease agreement be amended and approved on time.	Approval be granted on time.
	Indaba 2018 preparations meeting held on the 23 rd February 2018 at FSLGTA in Bloemfontein	<ul style="list-style-type: none"> Recap for the Indaba 2017, a meeting to be requested with product owners who attended the Indaba 2017. The closing date for the registration of product owner is the 13 March 2018 		Letter of support to be sent to the municipalities on time

		<ul style="list-style-type: none">• Local municipalities will receive 6 accreditation card and District municipalities will get 10 accreditation card• Letters of support to be sent to participating local and district municipalities by the 2nd March 2018.		
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DEPARTMENT OF LOCAL ECONOMIC DEVELOPMENT CONSOLIDATED MONTHLY REPORT FEBRUARY 2018

BRANCH DEVELOPMENT PLANNING:

OBJECTIVE	STRATEGY	PROJECTS	TARGET DATE	PROGRESS	CHALLENGES	REMEDIAL ACTIONS
Matjhabeng Spatial Development Framework Plan: To review and implement the Matjhabeng SDF	Public invitation of proposals for the appointment of consultants	Review of the Matjhabeng 2013 SDF	July 2018	Consultants appointed		
	Application for funding – Department of Rural Development and Land Reform	Development of Precinct Development Plans for specific high potential areas: Ventersburg/ MMamahabane • Odendaalsrus/ Kutlwanong	June 2018	Initial approval from the Department of Rural Development and Land Reform to fund these projects	Internal funding not available on budget and Department of Rural Development also indicated that funding is not available.	<ul style="list-style-type: none"> • Follow up letter to the Department of Rural Development and Land Reform • Listing of the project on the SLP mining

OBJECTIVE	STRATEGY	PROJECTS	TARGET DATE	PROGRESS	CHALLENGES	REMEDIAL ACTIONS
		<ul style="list-style-type: none"> • Ventersburg/Phomelong • Thabong/Welkom integration 				projects program
	<ul style="list-style-type: none"> • Identify and profile vacant erven • Develop strategy regarding redevelopment potential of each area. • Determine cost of bulk services • Draft priority list • Marketing of priority areas 	<p>Marketing and redesign of vacant residential erven in following areas:</p> <ul style="list-style-type: none"> • Allanridge X2 • Allanridge X3 • Flamingo Park X2 • Naudeville X2 • Riebeeckstad X1 	June 2018	<ul style="list-style-type: none"> • All areas were profiled. • Feasibility of areas calculated in consultation with Infrastructure • Vacant erven in Naudeville X2 and Thabong X22 (Thandanani area were advertised for 	Lack of bulk services in various areas	

OBJECTIVE	STRATEGY	PROJECTS	TARGET DATE	PROGRESS	CHALLENGES	REMEDIAL ACTIONS
		<ul style="list-style-type: none"> • Rheeder Park X2 • Virginia X10 • Ventersburg X6 • Odendaalsrus X13 • Hennenman • Kitty - Virginia 		<p>gap market housing.</p> <ul style="list-style-type: none"> • Proposals evaluated and submitted to Bid Evaluation Committee 		
	<ul style="list-style-type: none"> • Develop terms and reference for the evaluation of each area • Identify potential funders 	<p>Regeneration of core economic areas in Matjhabeng:</p> <ul style="list-style-type: none"> • CBD areas • Industrial areas 	December 2017	<ul style="list-style-type: none"> • Preparation of terms of reference for regeneration studies in progress 	<ul style="list-style-type: none"> • Lack of internal budget funding • Limited divisional capacity 	To prioritize and to develop broad development strategies for priority commercial areas internally.

OBJECTIVE	STRATEGY	PROJECTS	TARGET DATE	PROGRESS	CHALLENGES	REMEDIAL ACTIONS
	<ul style="list-style-type: none"> • Submit applications for funding • Develop broad development strategies internally if no funding is available. 	<ul style="list-style-type: none"> • Commercial areas 				
Township establishment: To facilitate urban township expansion	<ul style="list-style-type: none"> • Urban analysis to determine land shortages • Secure funding for township establishment • Procurement and appointment of planning consultants 	Township establishment	March 2017	<ul style="list-style-type: none"> • Preparation of a Land Status Quo report is in progress • Technical Project Steering Committee was established to address various LED and HS projects progress 	<ul style="list-style-type: none"> • Problem with reliable and easy data manipulation from Treasury and Valuation roll. 	<ul style="list-style-type: none"> • Completion of the Hda Project Pipeline is in progress. • Housing Sector Plan to be compiled by SDF consultants

OBJECTIVE	STRATEGY	PROJECTS	TARGET DATE	PROGRESS	CHALLENGES	REMEDIAL ACTIONS
	<ul style="list-style-type: none"> Facilitation of project implementation 	<p>Planning and pegging of 7000 erven in Matjhabeng:</p> <ul style="list-style-type: none"> Thabong/Bronville: Phokeng – 680 Thabong T15 – 180 Freedom Square – 210 Thabong X15(E) – 800 Bronville – 500 Phomolong (Ventersvlakte) – 800 	December 2017	<ul style="list-style-type: none"> ✓ The following township registers were opened: ✓ Bronville ✓ Homestead ✓ Freedom Square ✓ Phokeng <p>The registration of the following areas were submitted to the Deeds Office:</p> <ul style="list-style-type: none"> • Nyakallong • Phomolong 	<ul style="list-style-type: none"> ✓ The provision of Bulk and internal services critical for occupation. 	

OBJECTIVE	STRATEGY	PROJECTS	TARGET DATE	PROGRESS	CHALLENGES	REMEDIAL ACTIONS
		<ul style="list-style-type: none"> • Mmamahabane – 434 TOTAL: 7000		<ul style="list-style-type: none"> • Mammahabane 		
	✓ Appointment of consultant for the planning, pegging and registration of erven.	Township establishment - Surveying and registration of the Dichocolateng area	September 2016	<ul style="list-style-type: none"> • Registration and opening of township register in progress 	<ul style="list-style-type: none"> • Provision of internal services to ensure a functional township 	
	<ul style="list-style-type: none"> • Determine the need for new residential development • Identification of potential areas for development. 	Motivate and purchase private land for new urban development <ul style="list-style-type: none"> • Meloding • Nyakkalong • Thabong 	March 2017	<ul style="list-style-type: none"> • Meeting held with ward Cllrs and stakeholders in Nyakallong to discuss land possibilities for 2000 erven. • Meloding – similar meetings will 	<ul style="list-style-type: none"> • Current backlog±9000 – 12000 erven as per latest summary 	<ul style="list-style-type: none"> • Further follow up with Department of Human Settlement on potential funding. • Internal evaluation of available land

OBJECTIVE	STRATEGY	PROJECTS	TARGET DATE	PROGRESS	CHALLENGES	REMEDIAL ACTIONS
	<ul style="list-style-type: none"> • Consultation with ward Committees • Secure funding where necessary 			be arranged for Meloding		
Land alienation: To alienate vacant municipal owned land with a high potential for industrial and commercial development	<p>Ongoing process:</p> <ul style="list-style-type: none"> • Land identification and evaluation. • Council approval • Marketing • Evaluation of development proposals. 	Marketing of High Potential Commercial erven in terms of Council Resolution A107/December 2016	15 August 2017	<ul style="list-style-type: none"> • Land advertised as per Resolution in December 2016 • Invitation of development proposals closed 24 March 2017 • Technical evaluation finalised report for Bid 	<ul style="list-style-type: none"> • Capacity to evaluate applications. • Bid evaluation Committee did not meet yet 	Report submitted to EXCO.

OBJECTIVE	STRATEGY	PROJECTS	TARGET DATE	PROGRESS	CHALLENGES	REMEDIAL ACTIONS
				Evaluation Committee		
Development facilitation: To facilitate and coordinate the development of development projects in Matjhabeng	To coordinate and facilitate all interdepartmental inputs regarding major development projects, establishment and management of project steering committees	Welkom Walkway conversion	September 2017	<ul style="list-style-type: none"> • Lease agreement with walkway property owners were signed by the Municipality • First technical meeting of Steering Committee finalised 	<ul style="list-style-type: none"> • Site development plan and services plan. 	
		SUNELEX project	September 2017	<ul style="list-style-type: none"> • National Treasury evaluating PPA agreement 	<ul style="list-style-type: none"> • Signature of PPA agreement 	<ul style="list-style-type: none"> • Submission of information to Fluxmans to comply to National

OBJECTIVE	STRATEGY	PROJECTS	TARGET DATE	PROGRESS	CHALLENGES	REMEDIAL ACTIONS
						Treasury requirements
	Submission of final report to Council to address Council conditions and rezoning of the property	Multi-Purpose stadium	October 2017	<ul style="list-style-type: none"> • Awaiting final submission of rezoning application • Application for further extension of land availability agreement was resolved by Council. • Addendum agreement signed. 	<ul style="list-style-type: none"> • Outstanding reports to support the rezoning application awaited. 	<ul style="list-style-type: none"> • Continuous monitoring of progress and assistance where required
	<ul style="list-style-type: none"> • Finalization of purchase agreement 	UNITRANS (Oranje Toyota)	October 2017	<ul style="list-style-type: none"> • Purchase agreement 		

OBJECTIVE	STRATEGY	PROJECTS	TARGET DATE	PROGRESS	CHALLENGES	REMEDIAL ACTIONS
	<ul style="list-style-type: none"> • Establishment of a project Steering Committee • Finalization of a site development plan by facilitating inputs from Departments 	– ERF 9520 CBD		<p>signed by the municipality</p> <ul style="list-style-type: none"> • Project Steering Committee to be established • Awaiting transfer of erven and application for consolidation etc. 		
	<ul style="list-style-type: none"> • Site identification • Site approval – Department • Council resolution 	New Clinics	October 2017	<ul style="list-style-type: none"> • Drafting of land alienation contracts in progress 	<ul style="list-style-type: none"> • Purchase agreements not yet finalised and signed. 	<ul style="list-style-type: none"> • Follow up with conveyancer on progress

OBJECTIVE	STRATEGY	PROJECTS	TARGET DATE	PROGRESS	CHALLENGES	REMEDIAL ACTIONS
	<ul style="list-style-type: none"> • Finalization of purchase agreements • Development facilitation 					
	Appointment of consultants to evaluate alternative sites (geotechnical reports (MIG project))	New Cemetery Mammahabane	September 2017	<ul style="list-style-type: none"> • Technical investigation and layout of new cemetery was finalised. • Report to be submitted to Council for approval of site. 		

BRANCH DEVELOPMENT CONTROL:

OBJECTIVE	STRATEGY	PROJECTS	TARGET DATE	PROGRESS	CHALLENGES	REMEDIAL ACTIONS
BASIC SERVICE DELIVERY: GENERAL PROJECTS						
To facilitate and control development in terms of the Land Use Management Plan	To compile policies in order to give guidance for the future development of erven.	<ul style="list-style-type: none"> Land Use Management Scheme/Plan 	31 December 2019	<ul style="list-style-type: none"> Land Use Management Scheme/Plan is a draft, has been approved by Council but is not SPLUMA compliant. However, after engaging with COGTA Spatial Planning Directorate on the 30th October 2017, 	<ul style="list-style-type: none"> Lack of internal capacity. 	<ul style="list-style-type: none"> Employ more competent town planners to enforce the new Land Use Scheme.

OBJECTIVE	STRATEGY	PROJECTS	TARGET DATE	PROGRESS	CHALLENGES	REMEDIAL ACTIONS
		<ul style="list-style-type: none"> • Tuckshop Policy • Car Wash Policy • Policy on restricted security access • Policy on Telecommunications Mast Infrastructure 		<p>a new Land Use Scheme must be drafted from scratch.</p> <ul style="list-style-type: none"> • A consultant has been appointed by Council during December 2017 in order to compile a new Land Use Scheme on behalf of the municipality. • Research on other policies is currently underway. 	<p>Lack of capacity hampers with the drafting and finalisation of policies.</p>	<ul style="list-style-type: none"> • Employ more competent town and regional planners. •

OBJECTIVE	STRATEGY	PROJECTS	TARGET DATE	PROGRESS	CHALLENGES	REMEDIAL ACTIONS
Implementation of SPLUMA	<p>Advertise for Appointment of MPT members</p> <p>Process Land Use Planning applications in line with SPLUMA</p>	<p>Appoint new members</p> <ul style="list-style-type: none"> • Rezoning • Special Consent • Subdivisions • Consolidations • removal of restrictions • Exemption Certificates 	<p>31 December 2018</p> <p>Ongoing</p>	<p>Appointment of an additional member on the Municipal Planning Tribunal has been made.</p> <p>New land use applications have been received.</p> <p>Applications received: 17</p> <p>removal of restrictions and/or rezoning</p>	<p>Minutes of the MAYCO cannot be accessed.</p> <p>The MPT cannot sit regularly due to internal comments that cannot be received from the Engineering Directorate.</p> <p>Lack of capacity.</p> <p>Transitional arrangements not properly done.</p> <p>It takes a lot of time and effort to evaluate land use applications.</p>	<p>Follow-up with regards to minutes of the MAYCO is continuous.</p> <p>Municipal Manager and Acting Executive Director: LED, Planning and Human Settlements to intervene.</p> <p>Urgently employ more skilled and competent staff.</p> <p>Consult with COGTA on a regular basis.</p> <p>Urgently review and update the</p>

OBJECTIVE	STRATEGY	PROJECTS	TARGET DATE	PROGRESS	CHALLENGES	REMEDIAL ACTIONS
		<ul style="list-style-type: none"> • Liquor applications • Zoning Certificates • SMME applications 		<p>applications received - 11</p> <p>Amendment of General Plan - 0</p> <p>Subdivision/ and/or consolidation and rezoning applications received – 4</p> <p>Special Consent Applications - 1</p> <p>Exemption Certificates - 1</p> <p>Liquor applications – 4</p> <p>Zoning Certificates- 4</p>	<p>It also takes a lot of time to prepare land use reports for the Municipal Planning Tribunal.</p> <p>Staff underpaid.</p> <p>Officials in Spatial Planning are prone to Burnout.</p> <ul style="list-style-type: none"> • Building plans being approved 	<p>job descriptions of employees in the Spatial Planning Division.</p> <p>Urgently review and Align remuneration packages of town planners in terms of SPLUMA and workload.</p> <ul style="list-style-type: none"> • Legal action/disciplinary

OBJECTIVE	STRATEGY	PROJECTS	TARGET DATE	PROGRESS	CHALLENGES	REMEDIAL ACTIONS
		<ul style="list-style-type: none"> Evaluate Building Plans 		Building Plans – 10- Building Plans evaluated	<p>without circulation and without comments from other departments not being considered.</p> <ul style="list-style-type: none"> No approved building plan procedures. No quarterly audit from the internal audit and risk division. The public are suffering with regards to internal conflicts. 	<p>measures be taken against such behaviour.</p> <ul style="list-style-type: none"> Ensure that building plan procedures are approved by Council. The audit and risk divisions to conduct audit and risk assessment on a

OBJECTIVE	STRATEGY	PROJECTS	TARGET DATE	PROGRESS	CHALLENGES	REMEDIAL ACTIONS
				Applications Evaluated: 4 - Zoning Certificates 10- Building Plans 4 - Liquor Applications	<ul style="list-style-type: none"> No co-operation with the Building Control. No internal municipal systems and procedures. <p>There is a lot of applications and duties performed by 1 Town Planner in this division.</p> <p>All the other objectives of the division cannot be easily attended to.</p> <p>Lack of capacity.</p>	<p>quarterly basis.</p> <p>There is a need to employ interns currently in the employ in the Spatial Planning Division and also employ more competent town planners.</p>

OBJECTIVE	STRATEGY	PROJECTS	TARGET DATE	PROGRESS	CHALLENGES	REMEDIAL ACTIONS
				20- SMME Applications		
Naming of Streets in Matjhabeng				No progress	No Budget	Employ more competent personnel
BASIC SERVICE DELIVERY						
Town Planning Scheme applications standards	To deal with and identify town planning applications and to act against transgressions.	Deal with internal/public inquiries, applications for rezoning, subdivision, consolidation, special consents, telecommunications and conduct site inspections.	Ongoing	Deal with matters of the Municipal Planning Tribunal. Deal with a number of internal, public enquiries on availability of	Lack of capacity Remuneration packages of planners not aligned to SPLUMA, municipal grading	Urgently employ more competent personnel Urgently adjust remuneration packages to be SPLUMA compliant, market related and

OBJECTIVE	STRATEGY	PROJECTS	TARGET DATE	PROGRESS	CHALLENGES	REMEDIAL ACTIONS
		<p>Town Planning Scheme enquiries on a daily basis</p> <p>Attend Pre-Consultation Meetings according to SPLUMA</p>	Continuous	<p>land, town planning scheme information, building plans comments and zoning certificates on a daily basis.</p> <p>Held 3 Pre-Consultation Meetings in November 2017.</p>	<p>and not market-related.</p> <p>No succession planning.</p> <p>Lack of capacity and no re-alignment with SPLUMA and job – evaluation.</p>	<p>according to municipal grading.</p> <p>Urgently conduct job-evaluation for all employees in the Spatial Planning Division, employ more competent staff and remunerate accordingly.</p>
Intergovernmental Relations		Attended SPLUMA Forum in Bloemfontein	16 February 2018	Department of Rural Development and Land Reform and COGTA Spatial	<p>Lack of capacity.</p> <p>Outdated job descriptions, Organogram and</p>	Urgently employ more SPLUMA Administrators, Town Planners, GIS Technicians,

OBJECTIVE	STRATEGY	PROJECTS	TARGET DATE	PROGRESS	CHALLENGES	REMEDIAL ACTIONS
				Planning Directorate are assisting municipality with regards to capacity building, transfer of skills, dissemination of information and implementation of SPLUMA.	remuneration packages.	and remunerate according to the job evaluation. Municipal SPLUMA Admin, Town Planners, GIS Technicians are underpaid since all the work that was done by COGTA is done by municipal officials.
BASIC SERVICE DELIVERY						

OBJECTIVE	STRATEGY	PROJECTS	TARGET DATE	PROGRESS	CHALLENGES	REMEDIAL ACTIONS
<p>Regulate all businesses in Matjhabeng in terms of the Business Act:</p> <ul style="list-style-type: none"> • Food preparation • Entertainment businesses 	<p>Identify all businesses without business licenses and compile a database of all businesses in Matjhabeng which need to be licensed</p> <p>Processing of new applications for business licenses.</p>	<p>Survey the whole of Matjhabeng</p>	<p>Ongoing</p>	<p>Targeted inspections of new and illegal businesses: 8</p> <ul style="list-style-type: none"> • Applications received – 4 <p>Applications approved – 2</p> <ul style="list-style-type: none"> • Outstanding comment from other departments <p>Departments :</p> <ul style="list-style-type: none"> ➤ Health Dept – 05 ➤ Building Control –05 ➤ Fire Brigade –03 	<p>Lack of capacity.</p> <p>No succession planning</p>	<p>Employ more competent personnel.</p>

OBJECTIVE	STRATEGY	PROJECTS	TARGET DATE	PROGRESS	CHALLENGES	REMEDIAL ACTIONS
				Total = 13		
GOOD GOVERNANCE						
	Participate in Law enforcement on illegal businesses		Ongoing	Matter of illegal business from residential and other stands is attended to on a daily basis but cannot be properly done without the necessary personnel.	Lack of capacity. Absence of policies and by-laws.	Employ more competent staff. Develop new policies and by-laws to regulate these businesses.

OBJECTIVE	STRATEGY	PROJECTS	TARGET DATE	PROGRESS	CHALLENGES	REMEDIAL ACTIONS
		Institute legal action against defaulters	Ongoing	<p>In terms of the National Building Regulations, the Building Control Branch is supposed to address the utilization of buildings for other proposes than what it was approved for on the building plan. They are not attending to this matter at present</p> <p>Law Enforcement Unit must assist with the legal action against the defaulters but need better assistance and</p>		

OBJECTIVE	STRATEGY	PROJECTS	TARGET DATE	PROGRESS	CHALLENGES	REMEDIAL ACTIONS
				feedback from them		

Division: AGRICULTURE, MINING AND PROJECTS DIVISION

OBJECTIVE	ACTION	BUDGET	TARGET DATE	RESPONSIBILITY	OUTPUTS	STATUS/CHALLENGES
Creation of suitable environment for sustainable agricultural production.	Upgrading of infrastructure at municipal commonages	External	June 2018	Manager Agriculture, Mining and projects Sector Strategy Officer Project officer DARD	Improved infrastructure on commonages.	Revitalization of commonage infrastructure: The Department of Agriculture and rural development has appointed an implementing agent to oversee the planning of the commonage infrastructure revitalisation programme. Needs have been identified for different commonages and a site visit will be conducted for further analysis in preparation for the feasibility studies and business plans.
	To link small scale farmers with relevant stakeholders for sustainable	External	June 2018	Manager Agriculture, Mining and projects Sector Strategy Officer Project officer	Sustainable agricultural projects.	Tsa Kasi Holdings: Tsa Kasi Holding is an organic fertilizer manufacturing project situated in Kutlwanong (municipal land). The

Creation of suitable environment for sustainable agricultural production.	agricultural production.			DARD		Department of Agriculture has appointed a service provider for expansion of the project. The compilation of a feasibility study and business plan are under way.
	To link small scale farmers with relevant stakeholders for sustainable agricultural production.	External	June 2018	Manager Agriculture, Mining and projects Sector Strategy Officer Project officer DARD	Sustainable agricultural projects.	Mohodu Mobile Butchery This is an agricultural value adding project which was initially in Thabong but will from now onwards be mobile around the whole of Matjhabeng. The Department of Agriculture has appointed a service provider for expansion of the project. The compilation of a feasibility study and business plan are under way.
	To link small scale farmers with relevant stakeholders for sustainable	External	June 2018	Manager Agriculture, Mining and projects Sector Strategy Officer Project officer	Sustainable agricultural projects.	Khanyiso Vegetable Co-operative: The project is operational and they have planted spinach and

	agricultural production.					currently harvesting and selling pumpkin.
	To link small scale farmers with relevant stakeholders for sustainable agricultural production	External	June 2018	Manager Agriculture, Mining and projects Sector Strategy Officer Project officer	Sustainable agricultural projects.	<p>Sekgo Enterprise</p> <p>The project is operational and currently have approximately 4000 chickens.</p> <p>The Directorate has linked them with the Department of Rural Development and Land Reform for possible project expansion funding. All needed documents have been submitted and they are awaiting feedback.</p>
	To link small scale farmers with relevant stakeholders for sustainable agricultural production	External	June 2018	Manager Agriculture, Mining and projects Sector Strategy Officer Project officer	Sustainable agricultural projects.	Batho Farming Youth Empowerment Co-op: The co-operative was allocated 9 hectares of arable land in Virginia Farm. The project is operational, they are harvesting and selling spinach and tomatoes to Welkom Fresh

						Produce Market and other local formal and informal markets. Seedling have been prepared for onion and cabbage.
	Livestock Verification	Nil		Agriculture, Mining and Projects Division officials, The Expanded Public Works Programme (EPWP) youth BJ ALEC	Verified livestock, permitted occupants and up to date commonage fees.	Dankbaarheid Farm: It was reported that there were two females who were found dead at the farm and the police are handling the matter. A meeting with all farm occupants was arranged by the ward councillor who is also a member of Mayoral Committee (MMC Housing) where it was agreed that a task team comprising of the Department of Agriculture (District), Municipality (LED) and Chairperson and Secretary of Dankbaarheid Farm commonage should be established and new verification

						of livestock and owners to be done.
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OBJECTIVE	ACTION	BUDGET	TARGET DATE	RESPONSIBILITY	OUTPUTS	STATUS/CHALLENGES
Stimulate and promote small scale mining within Matjhabeng Local Municipality	<p>Gefco (PTY) LTD is a company that is mining sand for the purpose of casting iron to make steel that produces valves, gearboxes and water pumps.</p> <p>Evergreen Services cc is a small scale mining company that has lodged a mining right with the Department of Minerals</p>	Nil	On going	M. Mtebele	<p>Letter of support was signed by the Acting Executive Director.</p> <p>Acknowledgement letter was signed by the Acting Director.</p>	<p>Environmental impact Assessment Report was submitted by Engedi Minerals Consultancy on the 06 February 2017.</p> <p>Ever Green Services has lodged a mining application</p>

OBJECTIVE	ACTION	BUDGET	TARGET DATE	RESPONSIBILITY	OUTPUTS	STATUS/CHALLENGES
	Resources for stone aggregate.	Nil	On going	M. Mtebele		and awaiting approval by DMR.
Creation of suitable environment for sustainable agricultural production.	Thabong General Trading cc is Small Scale Mining Company that is 100% youth owned, the company has submitted a company profile and is intending to rehabilitate a slime dump situated in steyn 2.	External		BJ ALEC Department of Rural Development and Land Reform	Establishment of Farmers Support Unit (Agri-Parks)	Farm Kalkuil 153 RD portion 2 was earmarked as suitable for the project. A letter dated 16/10/2017 requesting the Municipality to grant a consent to the Department of Rural Development and Land Reform was written and the Municipal Manager Granted the permission on the 2 nd November 2017. The Company is struggling to raise enough funding for the consultant to lodge a Mining Right application
	Mahoko Recovery and Refinery PTY (LTD) is a 100% black owned company.		On going	M. Mtebele	A verification process for the intended mine activity has commenced, the company was also advised to contact a consultant in order to assist them with the office of the DMR.	

	Upgrading of infrastructure at municipal commonages		Nil					Improved state of agricultural infrastructure in Mahoko Recovery and Refinery PTY (LTD) Municipal Farm has made a pledge to enter into an agreement of water supply with the Bronville Farming community.	Submissions were submitted to Supply Chain for the following farms: Niewmoed Farm 534 & Kaalkuil 2/153 A meeting was scheduled 12 March 2018 for further engagements with the commonage committee.
	The Department Agriculture and Rural Development is embarking on soil sampling, the soil sampling is earmarked for old mines that are no longer active.		Nil		On going		M. Mtebele		Livestock Pound: The project is now handled by the Department of Infrastructure, however LED still form part of steering committee meetings that are now being arranged by E'tsho Civils as implementing agents. The soil is going to be sent the laboratory for a research to determine the levels of contamination by different mining activities.
			nil		No time frame		M. Mtebele		E'tsho Civils as implementing agents are waiting for confirmation from the Executive Director (Infrastructure) whether they should engage the

[illegible]

MATJHABENG

Municipality
Umasipala
P O Box 708
Welkom, 9460
South Africa



Mmassepala
Munisipaliteit
Tel : (057) 391-3327
Fax : (057) 353-2161

OFFICE OF THE MUNICIPAL MANAGER

Enquiries / Navrae / Dipatlisiso: Xolela Msweli

Room no / Kamer nr / Kamore ya: Room 405, Reinet Building

Date / Datum / Letsatsi: 26 May 2015

Your Ref / U Verw / Ho ya ka bona:

Our Ref / Ons Verw / Ho ya ka Rona:

Attention: Melanie Naidoo – Vermaak

The CEO
Harmony Gold
PO Box 2

RANDFONTEIN
1760

FAX: 011-692 3879

RE: WATER SUPPLY - MUNICIPAL FARM (DELPORTS RUST 30 RD)

The above matter refers.

1. Harmony Gold Mine has been supplying small scale farmers who are utilizing a municipal farm (Delparts Rust 30 RD) with water since the purchasing of the farm in 2006.
2. The farm was purchased by the Department of Rural Development and Land Reform for communal purposes and there was an agreement already in place with the previous owner that water be supplied because the underground water was contaminated due to mining operations.
3. It has come to our attention that water samples were collected (without our knowledge) and tests carried out. Harmony Gold **stopped supplying water to the**

farm on 22 May 2015 because it is reported that the water is safe for human and animal consumption.

4. Notably, the same tests were done by a company appointed by Harmony in about a year or two ago but when we validated these tests their results come negative indicating that the same water was not suitable for consumption.
5. In view of the aspects raised in paragraph 4, we are now faced with a predicament that approximately 1500 cattle are left without water.
6. We hereby request that Harmony Gold continues supplying water until the samples are collected, tested and validated by an independent and neutral body.
7. Be advised that a request has been made to our Department of Infrastructure to validate these tests.

I hope that you will find the above in order.

Yours faithfully



ADV. MOTHUSI LEPHEANA
MUNICIPAL MANAGER

Ref : 8/3/33



MEMORANDUM OF AGREEMENT

ENTERED INTO BY AND BETWEEN

MATJHABENG LOCAL MUNICIPALITY

(“The Matjhabeng Local Municipality”)

herein represented by Adv. M. Lepheana in his capacity as the
Municipal Manager and duly authorised thereto.

AND

(“The Lessee”)

F.V Mpatsi

Duly authorised thereto

WHEREAS the Municipality is the owner of Farm Delports Rust 30 RD, situated in the district of Welkom (Free State Province) measuring 2148.5378 hectares.

And

WHEREAS the lessor has approved the application of the lessee, subject to the terms and conditions of this agreement.

NOW THEREFORE the parties agree as follows:

SCHEDULE

- (a) Lessor: **The Matjhabeng Municipality**
- (b) Lessee: **F.V Mpatsi**
- (c) Description of facilities hereby let: Farm Delports Rust 30 RD, situated in the district of Welkom (Free State Province) measuring 2148.5378 hectares.
- (d) Commencement date: **This Agreement shall commence on the date of signature by both Parties.**
- (e) Purpose of which the facilities will be used by Lessee: **(Livestock Farming) as per commonage bylaws the following is expected from each occupant:**
 - **A maximum number of 10 cattle per occupant.**
 - Or**
 - **A maximum number of 50 sheep/goats per occupant.**
- (f) Duration of Lease: **5 (Five years).**
- (g) Rental Payable: The rental payable by the Lessee to the Lessor shall be as follows **with an escalation of 10% per annum:**
 - **2015 to 2016 = R660.00 (Six Hundred And Sixty Rand)**
 - **2016 to 2017 = R726.00 (Seven Hundred And Twenty Six Rand)**
 - **2017 to 2018 = R798.60 (Seven Hundred And Ninety Eight Rand Sixty Cents)**

- 2018 to 2019 = R878.46 (Eight Hundred And Seventy Eight Rand Forty Six Cents)
- 2019 to 2020 = R966.31 (Nine Hundred And Sixty Six Rand Thirty One Cents)

The rental fees must be paid to the account number: 0510592612261 at Matjhabeng Municipality Finance Department: Revenue Section. Failure to do so will result in your lease being suspended.

1. LETTING AND HIRING

- 1.1 The Lessor hereby lets to the lessee, who hereby hires, the premises subject to the terms and conditions contained in this agreement.

2. USE OF THE LEASED LAND & WARRANTY

- 2.1 The Lessee shall use the leased land for Cattle farming only.
- 2.2 The Lessee shall not, except with the prior written permission of the Lessor, use the premises for any other purpose.
- 2.3 while the lease is in force, the Lessee shall
- 2.3.1 comply with all statutory enactment, ordinance, and government regulations affecting its business or its occupation of the leased land;
 - 2.3.2 not contravene, or permit the contravention of; any condition of title under which the landlord owns the leased land;
 - 2.3.3 not create any nuisance from the leased land;
 - 2.3.4 Should any portion of the premises be required by the landlord for any reason whatsoever, then the required portion of the premises shall be made available to the landlord.
- 2.4 The Lessor does not warrant that the Leased Land is fit for the purpose for which it is leased.

3. RENTAL AND ESCALATION

- 3.1 Any amounts other than the annual rental fee payable by the Lessee to the Lessor arising out of this lease shall be paid to the Lessor in the same manner and at the same place, the date of such payment to be appointed by the Lessor by way of written notice to Lessee. In the event that no date has been stipulated, such amounts shall be payable within 7(seven) days after written notice to the Lessee at its domicilium citandi et executandi as hereinafter set out.

4. GENERAL

- 4.1 The Lessee shall be responsible for the provision of suitable sanitation on the leased land as required by the Matjhabeng Local Municipality Health Department.
- 4.2 It is recorded hereto that the rights on all minerals, rocks, precious and non – precious metals, are reserved in favor of the Matjhabeng Local Municipality, and may be used as deemed necessary by the Municipality

- 4.3 The Lessee shall be responsible for the erection of any appropriate infrastructure within the terms of the applicable health and other regulations.
- 4.4 The Lessor shall be notified in writing of the intention to make any structural alterations to any of the existing buildings on the leased land.
- 4.5 The Lessee shall maintain the leases land and operations which form part of the farm in clean, tidy and hygienic order, and will also be responsible for the erection and maintenance of fences.
- 4.6 The Lessee shall have no right of recourse against the Lessor in respect of any improvements effected by him to the leased land.
- 4.7 No squatters or any other form of houses will be allowed on the leased land

5. RATES AND OTHER CHARGES:

- 5.1 The lessee accepts liability for and shall pay promptly and regularly every month before the **12th** all municipal charges for electricity and water and any other municipal services required by him in respect of the premises
- 5.2 The lessee will be liable for rates levied and all other charges in respect of the leased land, including charges for electricity, refuse removal (where applicable), sanitation, sewerage and water.
- 5.3 In the event of Municipal water being used applicable tariffs will apply. The lessee will ensure that no contamination of the natural water resources on the leased land will be permitted and that the lessee shall pay for any repairs resulting from misuse.

6. LOSS OR DAMAGE:

- 6.1 The lessee shall have no claim against the Lessor and for any act or omission whatsoever, of any person whatsoever, including the Lessor himself or any servant of the Lessor. Any damages caused over which the Lessor has no control.

7. INSPECTION AND VIEWING:

- 7.1 The Lessee shall permit the Lessor or his agent to inspect the farm at all reasonable times and to cause replacements or renovations to be effected as the Lessor may consider necessary.

8. INSURANCE

The lessee shall at own expense obtain the following insurances from an insurance company registered in terms of the Insurance Act No. 1998, subject to the following :

- 8.1 Both the Infrastructure and the Equipment shall be “comprehensively” insured. This risks against which the Equipment and Infrastructure are to be insured must at least include:
 - 8.1.1 fire and storm; and
 - 8.1.2 Theft, in the case of the Equipment.
 - 8.1.3 The Infrastructure and Equipment shall be insured for an amount equal to the full replacement value thereof.
 - 8.1.4 The Lessee shall obtain Public Liability Insurance with such insurance company, in respect of its farming operations on the Leased Land.
 - 8.1.5 The Lessee shall, upon notice from the Lessor, furnish the Lessor by notice with any information regarding the insurances, including without limitation the name of the Insurer, the amount insured, and the risks against which the Equipment and Infrastructure are insured.
 - 8.1.6 The Lessee shall, to the satisfaction of the Lessor, upon notice from the Lessor increase the sum insured, or the risks against which the Equipment and Infrastructure were insured.
 - 8.1.7 Upon notice from the Lessor the Lessee shall produce proof to the Lessor that he/she/it has complied with the provisions of this clause.
 - 8.1.8 In the event that the Lessee fails to comply with its obligations in terms of this clause, the Lessor may either take out such insurance as it deems fit, or pay the premiums in respect of the existing Insurance on behalf of the Tenant or increase the sums insured, or change the risks against which the Equipment or Infrastructure are insured.
 - 8.1.9 The Lessor shall be entitled to recover any amount paid by the Lessor in terms of the foregoing from the Lessee, which shall be paid to the Lessor within the 60 (sixty) days of the Lessor having notified the Lessee. Any amount paid by the Lessor in terms of this Lease in this regard shall be deemed to be an arrear amount from the date of payment by the Lessor, and be subject to the e

9. THIRD PARTY CLAIM:

- 9.1 The lessee shall not be entitled to enforce or require the Lessor or his agent to enforce any claim or right whatsoever against any person who may be engaged in the demolition, alteration, erection or other work on any buildings, roadways, or other amenities in the vicinity of the premises.

10. INDEMNITY :

The Lessee indemnifies the Lessor against claims or losses that may occur as a result of the lessee's use or occupation of the leased land.

11. SUB- LETTING,CESSION AND ASSIGNMENT

- 11.1 The Lessee shall not, without the prior written consent of the Lessor (Which shall not unreasonably withhold its consent):
 - 11.1.1 sublet the premises or any part thereof;
 - 11.1.2 allow any other party to occupy the premises or any part thereof on any conditions or for any reason;
 - 11.1.3 Assign this lease or cede any of its rights under this lease.

12. NOTICE TO VACATE:

Notice of intention to vacate the premises shall be in writing delivered at the offices of the agent and shall be so given as to be for a minimum period of two calendar months before the end of a term contract and two calendar months' notice in terms of a two months contract. The Lessee furthermore agrees that the premises must be vacated by 3 p.m. on the last working day, excluding Saturdays, of the calendar month of the said notice period.

13. CANCELLATION

Should the Lessee fail to pay the rent or any additional monies due and payable within 3 days after being notified of such failure, or breach any condition contained in this agreement, each of which the Lessee acknowledges to be material, then and in such event the Lessor or his agent shall have the right to cancel the lease and take legal action without further notice for the eviction of the Lessee from the premises, and/or the recovery of unpaid rent, and/or other monies and/or for all damages which may be suffered in the circumstances.

14. BREACH

- 14.1 If the Lessee shall fail to comply strictly and fully with any terms and conditions of this agreement and fail to rectify such fault within 3(three) days of having been given written notice thereto by the Lessor or in the event of the Lessee failing to pay any rental payment or any other payment which the Lessee is obliged to make in terms hereof, strictly on due date thereof, the Lessor will be instilled, although not obliged, without any prior notice summarily by unilateral act, resale from the agreement, re-occupy the premises and all improvements thereof and claim from the Lessee payment for all rental and other payments which may be in arrear at that stage as well as rental payments for the full notice period , as provided for hereinbefore in advance and in addition to that hold the Lessee liable for all damages that the Lessor may suffer as result of the Lessee's breach of contract. The Lessor will in any event at all times be entitled to maintain this agreement and claim from the Lessee the full and strict compliance with all the terms hereof.
- 14.2 In the event of the Lessor taking any steps whatsoever on any cause of action whatsoever, the lessee shall be liable and hereby accepts liability for all costs, including Attorneys and Clients costs ,which costs shall furthermore include an amount of R 150, 00 (one hundred and fifty Rand).
- 14.3 In the event of the lessee remaining in occupation of the premises or any portion thereof after expiration of this agreement or after cancellation of this agreement on whatsoever grounds or cause, the lessee shall be obliged to maintain payment of the rental fee and all other payments in terms hereof and comply with all the terms and conditions hereof, as if this contract had not been canceled, until vacant and fee occupation of the premises is handed to the Lessor.

15. DETERMINATION OF DISPUTES

- 15.1 Unless provided for elsewhere, any dispute arising from or connected with this Lease, including, but not limited to any dispute arising in connection with the interpretation, application, effect of

any of the terms, conditions if any, or restrictions imposed, or any procedure to be followed under this Lease, except where an interdict is sought or urgent relief may be obtained from a Court of competent jurisdiction, must be determined in terms of this clause.

- 15.2 If a dispute arises, the relevant party must notify other parties. Should the dispute not be resolved between the parties within 14 (fourteen) days of such notice, either of the parties may refer the dispute for determination in terms of 15.3
- 15.3 If a party exercises its rights in terms of 15.3 to refer the dispute for determination, such dispute shall be referred to such person appointed by the parties to the dispute. If the parties cannot agree on such person within 7 (seven) days after the dispute has been referred for determination, the person shall be either:
 - 15.3.1 a practicing attorney; or
 - 15.3.2 Practicing advocate of not less than 10 years standing, and appointed by the chairman of the Cape Bar Council, or the Society of Advocates, or the President of the Law Society of South Africa, as selected by the party so exercising its rights.
- 15.4 Any person agreed upon or appointed as aforesaid (the "Expert"), shall, subject to 15.5 and 15.6, in terms of either the common or statute law of the Republic of South Africa, in all respects act as an expert and not an arbitrator.
- 15.5 Subject to 15.3. The Expert shall be bound to follow the general principles of substantive South African Law. A party may be represented.
- 15.6 The Expert shall be vested with the entire discretion as to the procedure and manner to be followed in arriving at his decision including that the Expert shall not be bound by any of the principles or statutes of South African Law, regarding procedure and evidence.
- 15.7 As soon as possible, after the Expert has been appointed, the parties shall and if requested by the Expert, and in such form as is requested by the Expert, prepare terms of submission to him/her, setting out, *inter alia*: The nature of the dispute, the issues to be decided by the Expert and their proposal as to the procedure to be followed:
 - 15.7.1.1 In connection with the submission of pleadings or the issues to the Expert; and
 - 15.7.1.2 The procedure and manner to be followed by the Expert at arriving at his decision.
- 15.8 The Expert shall then make a decision in this regard and notify the parties. This decision shall be final and binding on the parties. Should the Expert deem it necessary to obtain technical or other advice on any matter relating to the dispute, he/she shall be entitled to obtain such advice, in any manner, from any person.
- 15.9 The Parties shall endeavour to the best of their ability to procure that the decision of the Expert shall be given as soon as is possible after notice in terms of 15.3.
- 15.10 The Expert's decision shall be in writing and signed by the Expert, unless the terms of submission and as accepted by the Expert provide otherwise.

15.11 The Expert may order specific performance, in any circumstances in terms of which any court of law would have the power to do so. The Expert's decision shall be final and binding on all parties. The decision shall not be subject to appeal, and all parties to the dispute shall abide by and comply with the Expert's decision in accordance with the terms thereof.

15.12 Where the Expert's decision carries the payment of a sum of money, including damages such sum shall, unless the decision provides otherwise, carry interest as from the date the money became due or the date of the cause of action which gave rise to the payment of the sum of money, in terms of the Prescribed Rate of Interest Act, 1975.

15.13 The Expert's decision may not order a payment of penalty unless provided for in terms of law. The Expert may correct any clerical mistake or any patent error arising from any omission or commission.

15.13.1 The provisions of this clause:

15.13.1.1 Constitutes the irrevocable consent by the Parties to any proceedings in terms thereof. None of the parties shall be entitled to withdraw therefrom or claim at any such proceedings that it is not bound by such provisions; and

15.13.1.2 Such provisions are divisible and severable from the rest of this agreement as if these provisions had been agreed to independently of the other provision of this Agreement. They shall remain in effect even if this Agreement is declared invalid or terminated or cancelled for any reason whatsoever.

15.13.1.3 If permitted by law, the decision may, on an application to a court of competent jurisdiction by any party to the dispute, after notice to the other party, be made an order of that court.

15.13.1.4 The Lessor shall have the election to proceed in terms of this clause. The Lessee shall be obliged to proceed in terms of this clause, in respect of any dispute arising from the exercise by the Lessee of his /her/its rights in terms of 3.1.7

16. RULES:

This agreement is subject to the rules and regulations as set out by the Local Municipality.

17. DOMICILIUM:

The parties hereto choose *domicilium citandi ET executandi* for all purposes in connection with this agreement as follows:

(a) The Lessor, unless contrary advice is given, Matjhabeng Local Municipality, Cnr. Ryk and Stateway, Civic Centre, Welkom, , and

(b) The Lessee, unless contrary advice is given,

F.V Mpatsi
61 Lindi Street
Doorn
Welkom
9463

18. OFFER TO CONTRACT:

- 18.1 Until signature of this agreement by the Lessor, the Lessee shall not be entitled to claim or allege the existence of any lease arising out of any negotiations or alleged oral agreement and notwithstanding that the Lessee may have taken occupation of the premises or paid rent and other monies, the lessee shall have no claim whether for damages or otherwise against the Lessor or his agent, by any reason of any prior negotiations, agreements or otherwise howsoever.

19. REPRESENTATIONS, ETC:

- 19.1 The lessee acknowledges that no representations ,warrantees, undertakings or promises of any kind whatsoever have been made to him by the Lessor, his agent or anyone on his behalf other than such as are contained in this agreement.

20. ENTIRE AGREEMENT:

- 20.1 This agreement contains the entire agreement between the parties and no amendment or alteration to or deletion from the agreement shall have force or effect unless and until it is reduced to writing and signed by both parties.

SIGNED by the **LESSOR** at **WELKOM** on the _____ day of _____ 2015.

SIGNATURE

AS WITNESSES : For the Municipality of Matjhabeng

1. _____

SIGNED by the **LESSEE** at **WELKOM** on the _____ day of _____ 2015.

SIGNATURE

LESSEE

AS WITNESSES : For the Lessee

1. _____

MATJHABENG

Municipality Umasipala

P O Box 708
Welkom, 9460
South Africa
tiisetso.lebere@matjhabeng.co.za



Mmasepala Munisipaliteit

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E-mail:

OFFICE OF THE MUNICIPAL MANAGER

Enquiries / Navrae / Dipatlisiso: Mr. B.J Alec
Room no / Kamer nr / Kamore ya: 416
Date / Datum / Letsatsi: 28/06/ 2017

Our Ref/Ons/Verw/Ho ya ka Rona: 8/3/3/5

F.V Mpatsi
61 Lindi Street
Doorn
Welkom

Dear Madam

RE: NOTICE OF INTENTION FOR EVICTION FROM MUNICIPAL FARM

1. The above matter as well as your lease agreement dated the 17th February 2015 bears reference.
2. Matjhabeng Local Municipality is the owner of Farm Delports Rust 30 RD, situated in the District of Welkom (Free State Province) measuring 2148.5378 hectares had proposed to enter into a lease agreement with your good self for duration of 5 (Five years).
3. Matjhabeng Local Municipality as the owner of the above stated farm has given you the lease agreement to be signed on or around the 17th February 2015, and regrettably till to date you have not signed the said lease agreement.
4. In view of the above it is clear that there is no basis for you to be having your livestock grazing on Matjhabeng Farm, as such act is on its own illegal as you do not have any authorisation for such action to be taken by your good self.

5. The lease agreement provided for the following rental amount to be paid by yourself, of which the municipality furthermore till to date has not been receiving any money from you as proposed in the lease agreement:-
- 2015 to 2016 = R660.00 (Six Hundred And Sixty Rand)
 - 2016 to 2017 = R726.00 (Seven Hundred And Twenty Six Rand)
6. The rental fees for the duration of your stay in the Municipal Farm must be paid to the account number: 0510592612261 at Matjhabeng Municipality Finance Department: Revenue Section immediately.
7. Please note that you are expected to submit a copy of your payment receipt within 14 days from date of receipt of this letter, and failure to submit a copy proving your payment within 14 days after receipt of this letter you should consider the proposed lease agreement null and void
8. You will immediately be required to vacate the Municipal Farm by removing your livestock.
9. Failure to adhere to paragraph 6, 7 and 8 above, will leave the Municipality without any alternative but to impound your livestock out of Municipal Property and you will still be liable for the outstanding rental amounts mentioned in paragraph 5 above.
10. All the Matjhabeng Local Municipality's rights shall remain strictly reserved.

I trust that you will find the above in order.

Kind Regards.

Thabiso Tsoaeli

Acting Municipal Manager