

MOSSEL BAY MUNICIPALITY

APPLICATION FOR THE RENEWAL OF THE LEASE OF PARKING AREA: BAYSIDE CENTRE, BLAND STREET: PORTIONS OF ERF 3069 (±2 310M²), ERF 3071 (±1 730M²) AND ERF 2165 (± 2 048M²), MOSSEL BAY: PACIFIC PARAMOUNT PROPERTIES (PTY) LTD

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

In terms of Council Resolution, Item E215-07/2025 it was resolved as follows:

- "1. That cognisance be taken that the current Lease Agreement regarding the parking area surrounding the Bayside Centre, has lapsed in May 2025.*
- 2. That cognisance be taken of the request for renewal and proposal received from Pacific Paramount Properties (Pty) Ltd (Annexure 'A').*
- 3. That cognisance be taken that the parking area can be divided into four (4) areas, namely 'A', 'B', 'C' and 'D' (Annexure 'B').*
- 4. That cognisance be taken that these parking areas are of high importance as it not only provides parking to the Bayside Centre, but also to surrounding business and contributes to the upliftment and stimulation of Economic Development in the area.*
- 5. That, with regards to area 'A', approval be granted for the lease of this portion of the parking area at Bayside Centre, Bland Street, namely a portion of Erf 3071 (±1 730m²) Mossel Bay, to Pacific Paramount Properties (Pty) Ltd (hereinafter referred to as the Applicant), since it is not required for basic municipal purposes, for a period of five (5) years, at a rental amount of R7 200,00 per month (VAT inclusive), with an annual escalation equal to the CPI percentage, to be utilised for parking purposes. The applicable CPI percentage shall be the CPI of two (2) months prior to the date of escalation in terms of the agreement.*
- 6. That the Applicant be allowed to fence off the leased area, indicated as area 'A' on the Locality Plan annexed hereto and marked "B", with Clearvu fencing, or similar, on the Market Street side, to be used exclusively as parking area for the Bayside Centre, excluding the tourism route furniture area on the corner of Market and Church Street.*
- 7. That the necessary Building Plan Application for the fence, be submitted to the Municipality before erection of the fence.*
- 8. That the Applicant provide their own security services in the form of trained professional security guards (not car watches), within the leased parking area.*
- 9. That the Applicant be allowed to install control points and levy a parking fee at the entrance to the fenced leased area and that it be done in such a way not to cause any traffic congestion and staggering of vehicles in Church Street.*
- 10. That the Applicant will be responsible to beautify and upgrade the lease area on portion of Erf 3071 (indicated as 'A' on the locality plan) by planting trees and constructing a new pavement, at its own costs, to the satisfaction of the Municipality.*
- 11. That the Applicant will be responsible to repaint the parking bays and upgrade the pavements and signage in the leased area in accordance with the standards of the Mossel Bay Tourism Route.*
- 12. That the leased premises will only be used for parking purposes and no buildings/structures may be erected on the premises without prior written approval from the Municipality.*
- 13. That the Applicant will not cede, assign or transfer its rights under the Agreement nor sublet the lease area or any portion thereof without prior written approval from the Municipality.*

14. That the Applicant will ensure that the premises is, at all relevant times, properly insured against all public liability and other risks that may arise from or be associated with the lease of the premises and shall not do or omit to do anything which may affect any Insurance Policy which the Municipality may have in place in respect of the property or premiums payable in respect thereof.
15. That the Applicant will not utilise any portion of the premises for the display of outdoor advertising or signage, or change existing signage, without prior written approval of the Municipality as well as approval in terms of the Mossel Bay Municipal By-Law Relating to Outdoor Advertising.
16. That the Applicant will be liable for the payment of all services in respect of the premises. Payment will be made to the Municipality on the relevant due dates as set out in the account to the Applicant.
17. That possession obtained in terms of this Agreement does not grant the Applicant with any rights of servitude and the Applicant shall, at the expiration of this Agreement, whether by effluxion of time or otherwise, restore and deliver to the Municipality the said premises in a condition satisfactory to the Municipality.
18. That, should the Agreement be terminated, the Applicant shall remove all improvements, at its own cost, and repair and make good any damage caused to the premises by the removal of any fittings or fixtures.
19. That, should the Applicant not remove all within a reasonable time, the Municipality may remove such improvements at the Applicant's cost and the Applicant shall not be entitled to any compensation for improvements thus removed.
20. That the Applicant hereby undertakes to indemnify and keep the Municipality indemnified against all actions, proceedings, claims, demands, costs, compensation and expenditure which might be imposed or claimed from the Municipality or which the Municipality might pay, sustained or incur in respect of the premises leased.
21. That the Municipality reserves the right to free access to the premises, without notice, for as many of its officials as may be necessary for the purpose of inspection, maintenance, renewal, cleaning, repairs and construction of existing municipal services, or which the Municipality may in future lay in or across the land. The Applicant shall not build over, alter or in any way disturb such services except under the express written consent of the Municipality.
22. That the Applicant will maintain the premises in good and tidy conditions to the satisfaction of the Municipality. The land and immediate surrounding area must be cleared of any rubbish/rubble.
23. That, with regard to area 'B' and 'C', approval be granted that it remains open public parking.
24. That, with regard to area 'D', approval be granted that it be alienated for future development and that a separate Item be submitted to Council in this regard.
25. That the portions of Adam-, Undercliff- and Market Streets be kept open for public use.
26. That the Applicant be responsible for all costs related to the application, including advertising costs.
27. That the Public Participation Process, as prescribed in the relevant legislation, be followed.
28. That, in addition to the prescribed Public Participation Process, the Council Resolution be referred to the Ward Councillor to bring it under the attention of the Ward Committee and that any comments, objections or representations be submitted by the Ward Councillor to the Municipality within thirty (30) days from date of the Council Resolution, failing which, it will be accepted that there are no comments, objections or representations.
29. That, after completion of the Prescribed Public Participation process, this Item be

- referred back to the Council for further consideration.*
30. *That no rights and/or obligations will be vested before final approval by Council and the signing of a Lease Agreement by both Parties."*

FURTHER NOTICE IS HEREBY GIVEN THAT:

Detailed particulars of the Council Resolution is available on the Mossel Bay Municipality website at www.mosselbay.gov.za and will be displayed at the municipal offices. It can also be requested from Ms Y van der Berg by e-mail yvanderberg@mosselbay.gov.za.

Any objections, comments, representations or alternative proposals regarding the Council's intention should be lodged in writing to the Municipal Manager, P.O. Box 25, Mossel Bay, 6500, alternatively by email to admin@mosselbay.gov.za on or before 8 December 2025. Any objections, comments, representations or alternative proposals which are received after the abovementioned closing date may not be taken into consideration.

Any interested or affected party are hereby requested to:

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

Submit any objections, comments or representations regarding the proposed lease of the property on the terms and conditions as contained in the Council Resolution.

Any enquiries may be directed to Ms S Jombile on telephone number (044) 606 5000 or by email to sjombile@mosselbay.gov.za.

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

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

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Esi saziso sipapashwe ngesiNgesi kwaye sifumaneka ngesisa/mahala, ngolwimi lwe-Afrikaans okanye isiXhosa xa kukho isicelo eso.

File Reference: 12/3/4/17; Collab C13648749 (item)

**CB PUREN
MUNICIPAL MANAGER**

LOCALITY PLAN ANNEXURE B

