

**AGENDA of the
Portfolio Committee: Planning and Development
17 March 2026
(Also the agenda for the Mayoral Committee Meeting: 25 March 2026)**

5. Legal Requirements

- Municipal Asset Transfer Regulations (R. 878 of 2008)
- Administration of Immovable Property Policy of the Overstrand Municipality (2015)

6. Background/Discussion/Evaluation/Conclusion

Background/Discussion

INTRODUCTION

The tender for the lease of the Property was awarded to PCR, on 8 March 2024 at a rental amount of R32,907.25 (THIRTY-TWO THOUSAND NINE HUNDRED AND SEVEN RAND AND TWENTY-FIVE CENTS) (VAT included) per month.

Council subsequently on 25 September 2024 resolved as follows:

- “1. *that the lease of municipal property, being a portion of Erf 775 Fisherhaven (2,1284 Hectares in extent), to Point Caravan Resort (Pty) Ltd for the lease, development, management and maintenance of municipal property as a holiday resort at an initial rental amount of R32,907.25 (THIRTY-TWO THOUSAND NINE HUNDRED AND SEVEN RAND AND TWENTY-FIVE CENTS) (VAT included) per month for a rental period of 25 (TWENTY FIVE) years in terms of the Administration of Immovable Property Policy of the Overstrand Municipality, be approved;*
2. *that the rental amount mentioned in 1 above escalate every year on the 1st of July in accordance with the consumer price index (all items), the first escalation to be 1 July 2025;*
3. *that Point Caravan Resort (Pty) Ltd be responsible for all costs relating to the registering of the lease agreement against the title deed of the Property and all associated processes;*
4. *that Point Caravan Resort (Pty) Ltd enters into a services agreement with the Municipality for the provision of services in terms of the tender, applicable legislation and Council policies; and*
5. *that a final advertisement be placed at the cost of the Municipality to inform the public of the outcome of the tender award and Council’s decision as to the lease period.”*

A lease agreement was entered into with the PCR on 16 July 2024 pending the outcome of the above Council resolution. The commencement date of the lease agreement was 1 July 2024, from which date PCR was liable for the payment of rental and services.

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LEASE AGREEMENT

The following main clauses of this lease agreement are applicable to this report:

“20. TERMINATION AND CANCELLATION

20.5. The termination of this Agreement shall further occur:

20.5.1. at the expiry of the Lease Term;

20.5.2. if the Parties agree thereto in writing; or

20.5.3. due to a Force Majeure or a Major Adverse Government Action event in terms of clause 24 resulting in a Party not being able to perform a material part of its obligations under this Agreement; or

20.5.4. where the condition contained in clause 45.3 is not fulfilled as stipulated;

44. SPECIAL CONDITIONS

44.5. The LESSEE shall complete the Upgrading of the Leased Premises within a period of 2 (two) years calculated from 1 July 2024 and the and Development of the Leased Premises within 1 (one) year from date of approval of the land use rights.

44.6. Should it become apparent that the LESSEE shall not be able to comply with the aforementioned within the mentioned time period, the LESSEE shall be entitled to request an extension of the time-period within which to complete the upgrade and Development, which consent will not be unreasonably withheld. Such request shall:

44.6.1. be in writing;

44.6.2. be made before the expiry date of the time period;

44.6.3. state the reason(s) for the delay;

44.6.4. motivate why the extension should be granted; and

44.6.5. be directed to the relevant delegated authority of the LESSOR.

45. RESOLUTIVE CONDITIONS

45.1. This Agreement is subject to the LESSOR’s Council approving the long-term lease of the Leased Premises on such conditions as it deems fit within a period of 6 (six) months from 1 July 2024. The Parties agree that any further conditions of Agreement that are prescribed by the LESSOR’s Council shall form part of this Agreement and in the event of any conflict between a provision of this Agreement and a condition so prescribed, the condition prescribed by LESSOR’s Council shall replace the lease condition and be in effect and applicable, only insofar it does not result in a deviation from the approved and advertised tender specifications.

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- 45.2. *The LESSOR shall be entitled to unilaterally extend the time period within which to complete the condition contained in clause 45.1 by way of a written notice to the LESSEE should it be required due to reasonable circumstances.*
- 45.3. *This Agreement is further subject to the fulfilment of the condition that the LESSEE applies for and obtains the land use rights, as indicated in clause 40.2 above, in respect of the Leased Premises for the required holiday resort in terms of the Overstrand Municipality Land Use Scheme, 2020, from the LESSOR's relevant delegated authority within a period of 1 (one) year from the Commencement Date. The LESSOR shall provide the LESSEE, upon written request by the LESSEE, with any necessary powers of attorney for the relevant applications required in terms of this Agreement.*
- 45.4. *The LESSEE shall be entitled to apply, on the same process as stipulated in clause 44.6 above, for an extension of the time period within which to fulfil the condition contained in clause 45.3. The delegated authority of the LESSOR, using its sole discretion, shall be entitled to grant any such extension in writing.*
- 45.5. *If the condition contained in clause 45.3 is not fulfilled within a period of 1 (one) year from the Commencement Date, or any extended period as agreed to upon in writing between the Parties, this agreement shall terminate and neither party shall have any claim against each other. In the case of this agreement terminating as a result of non-fulfilment of the said condition, any application fees, and other expenditure incurred in respect of Agreement, shall remain payable to the LESSOR by the LESSEE and, if already paid, are not recoverable from the LESSOR by the LESSEE.*

A notice was sent to PCR in June 2025 reminding them of the above special and resolute conditions. According to PCR, they did not receive the correspondence, despite it being sent to the email address contained in the lease agreement. The said conditions were thus not fulfilled by 30 June 2025.

LEGAL PROCEEDINGS

The previous Lessee of the Property, the Lake Marina Yacht and Boat Club (the "Applicant") commenced with litigation against the Municipality and the Lessee through a Notice of Motion which was served on the Municipality on 19 December 2024. The Applicant did not partake in the tender but commenced with legal proceedings. In terms of this Notice of Motion, the Applicant's prayer was for an order for, amongst others, the following:

- "2. *Reviewing, setting aside, and declaring unlawful:*
- 2.1. *the decision of the first respondent (the OSM) on or about 8 March 2024 to award to the second respondent (Point Caravan) Tender No.: SC 2426 /2022 for the lease development, management and*

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- maintenance of a portion of Erf 775 Fisherhaven (2,1284 hectares in extent) as a holiday resort to Point Caravan (the Fisherhaven tender); and*
- 2.2. *the decision of the OSM taken on 1 July 2024; alternatively 25 September 2024, to conclude a 25-year lease agreement pursuant to the award of the Tender with Point Caravan (the Fisherhaven lease); and*
- 2.3. *the Fisherhaven lease.”*

The Applicant further requested documents relating to the process and award of the lease. An interlocutory application relating to the production of these documents and information has not yet been brought. Whether such application will be brought will likely be determined by the outcome of this report. The Municipality filed a notice to oppose the application, and PCR filed a notice to abide by the decision of Court. The above legal proceedings are still pending; thus, the matter is *sub judice*. That said, as the lease of PCR has lapsed, it is the Municipality's contention that proceeding with the above application will serve no real purpose. However, the matter is not resolved and will only be resolved, on the side of the Applicant, once Council has considered this report.

As a result of the pending court proceedings, PCR accepted that the condition imposed in clause 45.3 of the lease agreement was automatically suspended and that they were subsequently not guaranteed security of tenure due to the current litigation that is still on going. The Municipality was, however, not in agreement with their opinion. PCR was informed that the lease agreement had lapsed due to the non-fulfilment of the condition contained in clause 45.3 of the lease agreement. They were afforded an opportunity until 31 August 2025 to vacate the Property, unless otherwise agreed.

PCR did not accept the agreement had lapsed through the operation of law and informed the Municipality as follows:

- “1. *We received a notice of breach from the Municipality on 9 July 2025.*
2. *I responded on the same day to mention that we cannot be in breach, because of the pending litigation, and the legal impossibility of performing with regard to SDP's or any capital contributions, as we are currently not guaranteed security of tenure due to the current litigation that is still on going.*
3. *Subsequently, we received a notice of termination from the Municipality on 31 July 2025.*
4. *I replied on 1 August 2025, confirming that we are not in breach, nor do we accept the termination.*

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5. *We believe that the termination was premature on the Municipality's part.*
6. *We do not want to engage in protracted litigation or dispute resolution with the Municipality.*
7. *Our monthly financial obligations in terms of rental and utilities have always been maintained and are up to date.*
8. *We cannot be expected to expend capital contribution in the development without a guarantee or return on that investment whilst the litigation is ongoing.*
9. *We believe an amiable resolution would be that the termination is withdrawn, and that the contract be re-instated. The litigation will then determine any long-term plans once finalized."*

The Municipality again responded and clearly indicated, amongst others, that the lease had lapsed and cannot be resurrected. Furthermore, they were informed that there is no provision in the lease which provides for an "automatic suspension" of the operation of the lease and the conditions contained therein in the case of litigation being instituted. PCR subsequently indicated that if there cannot be an agreement on a longer period for the rental, they will have to consider following the dispute resolution procedure as contained in the lease. If a formal dispute is declared, the Municipality will not be able to proceed with any new process regarding the Property until such time the dispute is resolved (which may include mediation and arbitration).

Evaluation

REQUEST 1: NEW AGREEMENT – POINT CARAVAN RESORT PARK

Following several correspondence and meetings between the Municipality and PCR in an attempt to settle the matter (pending the litigation matter of Lake Marina Yacht and Boat Club), the Municipality committed to submit a request to Council to approve a new short term, temporary lease to be entered into with PCR pending the outcome of the new process to make the Property available to lease.

Evaluation of request 1 in terms of the Administration of Immovable Property Policy (2015).

The following conditions of said policy apply:

Paragraph 4: “No application for the purchase, lease of or encroachment on immovable property (save for the instances mentioned in paragraphs 58 to 62 and 64.1 below) shall be processed unless the prescribed

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application fee as per tariff approved in the annual budget for that financial year has been paid, nor shall any proposed lease or encroachment (save for the instances mentioned in paragraphs 58 to 62 and 64.1 below) be advertised unless the applicant has confirmed, in writing, that he/she will bear all costs involved in such transaction including - but not limited to - legal, survey, re-zoning, sub-division, consolidations, advertisement, relocation or provision of services and, where applicable, a deposit as per prescribed rate to cover incidental costs has been paid.

Should the request be supported the approval will be subject to the payment of the application fee and completion of the application form.

Paragraph 17: *“Taking into consideration the nature and duration of the lease to be entered into, the leasing of immovable property may be affected by means of either:*

17.1 a competitive process, which may include a closed or public tender or proposal call, specifically in circumstances listed in paragraph 18 below; or

17.2 a direct lease.”

Paragraph 18: *“A competitive process must at all times be followed in circumstances where:*

18.1 the lease is for a long term with an income value in excess of R10 million;

18.2 the lease is for a formal business premises with a market related rental;

18.3 more than one party, in discretion of the municipality, is interested in the lease of the subject property; and/or

18.4 by discretion of the municipality, a competitive process will best serve the interests of the community.”

18.1 The Property will be made available by means of a tender process for the long-term leasing thereof. The request is only for a temporary period of 15 (FIFTEEN) months pending the outcome of the formal competitive bidding process. For the temporary period the lease amount will not be more than R10million.

The process associated with a new competitive process will take time. This is as the following must be done:

- (a) Obtain approval from Council to proceed with a public participation.
- (b) Follow public participation process (60 days open).
- (c) Obtain approval from Council to proceed with the competitive bidding process.
- (d) Commence with tender process.

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(e) After award, obtain final Council approval.

18.2 Although the purpose of the lease will be business related, i.e. to manage a resort, the proposed is only for a lease period of 15 (FIFTEEN) months. Due to:

- (a) the temporary nature of the proposed lease;
- (b) the time period associated with a competitive process;
- (c) the fact that a competitive process will be followed for a long-term lease; and
- (d) PCR is still in occupation of the Property pending the outcome of this request;

it will not make financial and practical sense to follow a competitive process for this short period.

18.3 There is currently one other interested party, being the Lake Marina Yacht and Boat Club (the Applicant in the litigation matter). However, as PCR is already in occupation and still have the right to declare a dispute in terms of the lease agreement, and as the Lake Marina Yacht and Boat Club has pending litigation against the Municipality, it is not advisable to change occupiers at this stage. Considering the finalisation of a potential dispute process and the cost and time aspects involved with eviction proceedings to obtain vacant occupation of the Property, the above proposal is the most commercially and practically viable option pending the finalisation of a competitive process for the long-term lease of the Property.

18.3 Taking the above into consideration, it will not be in the best interests of either the Municipality and/or the public that a competitive bidding process be followed for this proposed temporary lease period. Additionally, even if a competitive process is followed for the proposed temporary lease period, there will still have to be a lease agreement in place to provide for occupancy of the Property in the interim, which will in any case be a short-term lease.

This said, should PCR decide to declare a dispute, any process the Municipality wishes to commence with for a long-term lease, will be suspended pending the outcome of the dispute, which can be a considerable time. PCR will be able to continue occupying the Property pending the outcome of the process. The estimated legal expenses associated with a dispute resolution process will also be substantial. The most cost effective and expedient process to follow is to approve a short-term temporary lease to PCR.

Cognisance should also be had to the fact that should the Property be vacant until a competitive bidding process is completed, the Municipality

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will be liable for the maintenance and security of the Property as, based on previous experience, the Property would most likely be vandalised resulting in damages and insurance claims for the account of the Municipality.

Paragraph 21.1: “The Municipality may grant a short-term lease of municipal immovable property up to three years without the option of renewal only after the Accounting Officer has approved the lease in principle.”

The Accounting Officer was given this delegation in terms of the System of Delegations as approved by Council on 30 June 2025. The request is that Council approves the lease in stead of the Accounting Officer. This is as any approval by the Accounting Officer will only be an in-principle approval as Council will have to approve the deviation in order to enter into a direct lease.

Paragraph 21.2: “Immovable property let according to paragraph 21.1 above need not be advertised in terms of paragraph 10.1 and 10.2 and need not be subsequently approved by the Executive Mayor, but shall be subject to the following:

- (a) the lessee shall be responsible for all costs regarding the connection of services, service fees and any other costs associated with the lease;**
- (b) the Municipality shall, if it is not prescribed that market related rental must be charged, determine the rental;**
- (c) the lessee shall undertake in writing to compensate the Municipality for damages caused to the immovable property for whatever reason;**
- (d) the lessee shall indemnify the Municipality against any claims; and**
- (e) the Municipality may request proof of financial viability to honour the lease.”**

PCR is already in occupation of the Property and paying a rental amount, as tendered, with services to the Municipality. The municipal account is paid up to date. The remainder of the above paragraphs will be included in the lease agreement, if approved.

Paragraph 24: “The fair market value for the alienation of, the rental amount for the leasing or compensation payable for a servitude over municipal immovable property shall be determined by an independent professional valuer or professional associated valuer registered in terms of the Property Valuers Profession Act, 2000 (Act 47 of 2000), or any ensuing act at the cost of the purchaser (in the case of a direct sale) or lessee (in the case of a direct lease)/servitude holder (in the case of a servitude).”

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HCB Valuations & Services determined the market related rental for the Property on 24 February 2026 at an amount of R1.65/m² (ONE RAND SIXTY-FIVE CENTS PER SQUARE METRE) (VAT excluded) per month. On the size of 2,1284ha as per the lease agreement PCR had, the rental amount will be R35,118.60 (THIRTY-FIVE THOUSAND ONE HUNDRED AND EIGHTEEN RAND AND SIXTY CENTS) (VAT excluded) per month. This is slightly more than what PCR is currently paying. It should be noted that that the amount currently paid by PCR is still considered market related and equates to a mere R0.10/ m² less than the abovementioned valuation dated 24 February 2026.

Paragraph 41: “The lessee shall, as a rule, be liable for the payment of rates, taxes and service charges in respect of the leased property. In the case of leases to certain social care users and sports facilities at rentals lower than market value the Municipality may consider granting a rebate on rates in accordance with the rates policy of the Municipality.”

PCR is already paying for all municipal services delivered to the Property.

REQUEST 2: TO COMMENCE THE PUBLIC PARTICIPATION PROCESS

Evaluation of request 2 in terms of the Administration of Immovable Property Policy (2015).

The following conditions of said policy apply:

Paragraph 17: “Taking into consideration the nature and duration of the lease to be entered into, the leasing of immovable property may be affected by means of either:

17.1 a competitive process, which may include a closed or public tender or proposal call, specifically in circumstances listed in paragraph 18 below; or

17.2 a direct lease”.

Paragraph 18: “A competitive process must at all times be followed in circumstances where:

18.1 the lease is for a long-term with an income value in excess of R10 million;

18.2 the lease is for a formal business premises with a market related rental;

18.3 more than one party, in discretion of the municipality, is interested in the lease of the subject property; and/or

18.4 by discretion of the municipality, a competitive process will best serve the interests of the community”.

As (i) the expected rental income for the proposed lease period will be in excess of R10,000,000.00 (TEN MILLION RAND); (ii) many parties showed

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interest in leasing and managing the Property as a holiday resort; (iii) the Property is well situated, and; (iv) the intended use of the Property will be for business purposes, the Property can only be made available for leasing by means of a competitive process at a market related rental.

Paragraph 19: “Long term lease of municipal immovable property with an income value in excess of R10 million:

19.1 The Municipality may grant a long-term lease of municipal immovable property with an income value in excess of R10 million only after:

- (a) the Accounting Officer has, through the Property Administration Department, conducted a public participation process; and**
- (b) the Municipal Council has approved in principle that the right may be granted.**

19.2 The public participation process in terms of paragraph 19.1(a) may only be authorised by the Municipal Council. A request to the Municipal Council for authorisation of a public participation process must be accompanied by:

- (a) the reasons for the proposal to grant the long term lease;**
- (b) any expected benefits to the Municipality as a result of the lease;**
- (d) any expected proceeds to be received by the Municipality from the proposed lease, and**
- (e) any expected gain or loss to be realised or incurred by the Municipality arising from the lease. ”**

19.3 If the public participation is authorised, the accounting officer must at least 60 days before the meeting of Council at which the determinations referred to in 19.1(b)(i) and (ii) above are considered

- (a) make public the proposal to lease the asset;**
- (b) invite the local community and other interested parties to submit comments or representations in respect of the proposed lease of the asset;**
- (c) solicit the views and recommendations of the National Treasury and the relevant Provincial Treasury on the matter.**

It is requested that Council authorises the Accounting Officer, through the Property Management Division, to commence with the public participation process as required above. After the public participation process, a report will serve before Council requesting the approval in principle of the lease of the Property by means of a competitive process at a market related rental amount, where all the comments will be included in order for Council to take an informed decision.

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The reason for proposing a long term lease of 25 (TWENTY FIVE) years is due to the fact that anyone bidding for the lease and development of a resort will be incurring a substantial capital investment, including costs relating to land use planning and possible environmental approvals, in preparing the Property for their specific type of activities. Such a capital investment only becomes commercially viable and economically sensible when a property is leased for a long term rather than a short-term period. A long-term lease will also encourage more interested parties to submit bids for the lease of the prime Property.

The Municipality stands to gain a rental income in the amount of at least R35,118.60 (THIRTY-FIVE THOUSAND ONE HUNDRED AND EIGHTEEN RAND AND SIXTY CENTS) (VAT excluded) per month for the lease of the Property. The Municipality will also be able to levy for municipal services which will be an additional income.

Another benefit to the Municipality by leasing out the Property is that the lessee will be responsible for the maintenance of the buildings, which will lessen the burden placed on the Municipality's maintenance budget. The Property is an important attraction, not only for tourists visiting the area but also the community of the Overstrand Municipality. It is to the benefit of the Overstrand community and the Municipality if the Property is managed and used to its full potential.

Paragraph 24: “The fair market value for the alienation of, the rental amount for the leasing or compensation payable for a servitude over municipal immovable property shall be determined by an independent professional valuer or professional associated valuer registered in terms of the Property Valuers Profession Act, 2000 (Act 47 of 2000), or any ensuing act at the cost of the purchaser (in the case of a direct sale) or lessee (in the case of a direct lease)/servitude holder (in the case of a servitude”.

The valuation was already discussed in the report.

Paragraph 40: “Rental, except where it is decided otherwise by the Municipality, shall escalate on the 1st of July every year, by a percentage fixed in accordance with the prevailing consumer price index (all items).”

It will be requested that Council deviates from this paragraph to allow for a fixed annual escalation of 8% (EIGHT PERCENT). This is mainly as the headline inflation forecast by the Reserve Bank of South Africa in their press statement, released on 29 January 2026 on the Statement of the Monetary Policy Committee is 3.3% (2027) and 3.1% (2028). Having rental escalate with CPI is not viable and in line with the private sector.

Conclusion

Considering the above discussion, it is recommended that Council approves

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the following:

- (a) The deviation from paragraph 18 of the Administration of Immovable Property Policy (2015) allowing the Municipality to enter into a temporary direct lease agreement for a period of 15 (FIFTEEN) months from 1 April 2026 with Point Caravan Resort (Pty) Ltd in respect of municipal property, being a portion of Erf 775 Fisherhaven (2,1284 Hectares in extent) situated next to Riverside Drive, Fisherhaven, for the lease, management and maintenance of the municipal property as holiday resort at a rental amount of R35,118.60 (THIRTY-FIVE THOUSAND ONE HUNDRED AND EIGHTEEN RAND AND SIXTY CENTS) (VAT excluded) per month.
- (b) To commence with the public participation process for the lease of a portion of Erf 775 Fisherhaven (2,1284 Hectares in extent) situated next to Riverside Drive, Fisherhaven, hereinafter referred to as “the Property”, for a period of 25 (TWENTY-FIVE) years for the lease, development, management and maintenance of municipal property as holiday resort by means of a competitive process as it is envisaged that the total rental income for the proposed lease period will be in excess of R10,000,000.00 (TEN MILLION RAND).
- (c) To deviate from paragraph 40 of the Administration of Immovable Property Policy to fix the annual escalation rate of the rental to be received at 8% (EIGHT PERCENT) in relation to the proposed long-term lease.

7. Financial Implications

Request 1:

The Municipality stands to gain rental in the amount of R35,118.60 (THIRTY-FIVE THOUSAND ONE HUNDRED AND EIGHTEEN RAND AND SIXTY CENTS) (VAT excluded) per month for the proposed short-term lease, which amount will escalate on 1 July with 8 (EIGHT) percent, if approved.

Request 2:

The estimated cost of the public participation process (media) will depend on which newspaper is used. The estimated costs per newspaper, taking into consideration recent advertisements placed, are as follows:

Hermanus Times:	±R 5,130.00 (VAT Incl.)
Village News:	±R 4,982.50 (VAT Incl.)
Overstrand Herald:	±R 1,862.30 (VAT Incl.)
Gans Berg News:	±R 3,114.00 (VAT Incl.)
Gansbaai Courant:	±R 3,950.00 (VAT Incl.)
Die Burger:	±R13,590.00 (VAT Incl.)

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There is sufficient funding for the advertisement.

Source of Funding: Operating Budget Provisions

B Key:	20240627098251
Cost Account:	18880221470000
Item Description:	Expenditure: Operational Cost: Advertising, Publicity and Marketing: Corporate and Municipal Activities
Budget Provision 2025/26:	R160,000.00
Spent to Date/Committed:	R 23,926.31
Balance Available:	R136,073.69 (as on 25 February 2026)

8. Staff Implications

None

9. Comments from other Departments, Divisions and Administrations

Divisional Manager: Expenditure, Fleet and Asset Management- Mr J Vorster

“As this is an income generating proposal, with no intention of selling the asset, there is no objection against the application”.

Principal Legal Advisor- Mr J Wilkinson

“It is submitted that the requests contained herein present the most practical and cost-effective solution to the current conundrum regarding the lease of the Property. Access to and use of the Property by the Overstrand community remains a primary consideration. If the above requests are to be supported by Council, the Municipality will be better placed to achieve this objective while also protecting its own financial interests as well as the interests of all parties who may be interested in the long-term lease and management of the Property following a competitive process.”

10. Annexures

Annexure A: Locality map

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RECOMMENDATION TO THE COUNCIL:

1. that the deviation from paragraph 18 of the Administration of Immovable Property Policy (2015) allowing the Municipality to enter into a temporary direct lease agreement for a period of 15 (FIFTEEN) months from 1 April 2026 with Point Caravan Resort (Pty) Ltd in respect of municipal property, being a portion of Erf 775 Fisherhaven (2,1284 Hectares in extent) situated next to Riverside Drive, Fisherhaven, for the lease, management and maintenance of the municipal property as holiday resort at a rental amount of R35,118.60 (THIRTY-FIVE THOUSAND ONE HUNDRED AND EIGHTEEN RAND AND SIXTY CENTS) (VAT excluded) per month, **be approved**;
2. that the Accounting Officer, via the Property Management Division, **be authorised** to commence with the public participation process required by paragraph 19.1(a) of Council's Administration of Immovable Property Policy (2015), for the long-term lease, development, management and maintenance of a portion of Erf 775 Fisherhaven (2,1284 Hectares in extent) situated next to Riverside Drive, Fisherhaven, for a period of 25 (TWENTY-FIVE) years as holiday resort, and to report the outcome of the public participation process thereon to Council in order for it to make a reasoned, deliberate decision in principle to proceed with the proposed competitive process for the said long term lease; and
3. that the deviation from paragraph 40 of the Administration of Immovable Property Policy to fix the annual escalation rate of the rental to be received at 8% (EIGHT PERCENT) in relation to the proposed long-term lease, **be approved**.

RESPONSIBLE OFFICIAL :	A LE ROUX J WILKINSON
TARGET DATE FOR IMPLEMENTATION :	15 APRIL 2026
TARGET DATE TO INFORM APPLICANT :	15 APRIL 2026
TARGET DATE TO INFORM OBJECTOR :	N/A

