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Protocol No 145/1999

NOTARIAL LEASE OF PUBLIC OPEN SPACE

KNOW ALL MEN WHOM IT MAY CONCERN

That on the 5th day of JANUARY 1999 before me, a Notary Public duly sworn and admitted, residing and practising at GEORGE, WESTERN CAPE PROVINCE, personally came and appeared

T E DU PLESSIS

in her capacity as the duly authorised agent of

MUNICIPALITY MOSSEL BAY

by virtue of a Special Power of Attorney dated 11 December 1998 at MOSSEL BAY

hereinafter referred to as the LESSOR; and

in her capacity as the duly authorised agent of

BIPROPS 14 (PROPRIETARY) LIMITED  
NO 97/05490/07

by virtue of a Special Power of Attorney dated 11 December 1998 at GEORGE

hereinafter referred to as the LESSEE



the c gals of which Powers of Attorney now remains filed in my protocol.

**AND THE APPEARER DECLARED THAT:**

The LESSEE has purchased Erf 14931 Mossel Bay (hereinafter referred to as the Development) from the LESSOR in terms of a Deed of Sale dated 18 November 1997 for the purpose of subdividing and developing the property.

In terms of clause 12 of the said Deed of Sale it was a condition of sale that the LESSOR and the LESSEE enter into this Agreement on the terms and conditions hereof.

The LESSOR declared to let to the LESSEE who declared to hire from the LESSOR the following property namely:

LEASE AREA no 1 over Erf 3438 Mossel Bay, in the Municipality and Division of Mossel Bay, Western Cape Province:

In Extent: 27.0868 (TWENTY SEVEN COMMA NIL EIGHT SIX EIGHT) hectares:

As indicated by the figure A B b middle of Kloof D a high water mark of the Indian Ocean a on Diagram No LG 5680/1998 annexed hereto;

DEED OF GRANT

Held by Deed of Transfer No T 97/1963

Subject to the following terms and conditions:

**1. PERIOD OF LEASE**

Notwithstanding the date of signature hereof, this lease shall be deemed to have commenced on 1 January 1999 and shall terminate on 30 December 2008.

**2. RENT**

The rent shall be the sum of R100.00 (ONE HUNDRED RAND) per annum payable annually in advance on or before the first day of each year. The first payment will be due and payable on or before 1 January 1999.

**3. PURPOSE OF LEASE**

To enable the LESSEE to manage, rehabilitate and maintain the leased area as a major asset of the Development according to its maximal environmental potential and to preserve its ecosystems



4. **USE**

The leased area shall be used by the LESSEE as a nature reserve area and for no other purpose whatsoever save with the prior written consent of the LESSOR.

5. **CESSION AND SUB-LETTING**

The LESSEE shall not -

- 5.1 cede, assign, transfer or burden any of its rights in terms hereof except to the Home Owner's Association of the Development; or
- 5.2 sub-let or grant possession or occupation, of the whole or any part of the leased area to any other person without the prior written consent of the LESSOR.

6. **PUBLIC ACCESS**

The public will have reasonable access to the leased area via the existing public facilities in the form of hiking trails and paths. Access to the aforesaid areas will be controlled by the LESSEE due to the environmental sensitivity of the leased area. The type and form of control has to be done in conjunction with and with approval of the LESSOR.

7. **MANAGEMENT**

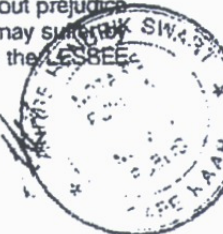
The management and rehabilitation of and access to the leased area will be conducted and controlled by the LESSEE subject to the conditions and requirements of approval of the Development imposed by the LESSOR, Cape Nature Conservation, and in accordance with the environmental management plan for the development.

8. **FENCING**

The leased area will be fenced by the LESSEE in accordance with the environmental management plan for the development, the conditions of approval of the development and with the consent of the relevant authorities.

9. **BREACH**

in the event of the LESSEE committing or suffering or permitting the commission of a breach of any of the terms of this agreement and failing to remedy such breach within 10 (TEN) days of the written notice shall have been given by the LESSOR to the LESSOR requiring the LESSEE to remedy such breach, the LESSOR shall have the right to cancel the lease and re-take possession of the property without prejudice to its claim for any arrears rent or for any damage which the LESSOR may suffer by reason of such breach and cancellation and any improvements which the LESSEE may have effected shall become the property of the LESSOR.



10. **REGISTRATION OF LEASE**

This lease shall be registered against the Deed of Transfer of the LESSOR in the Deeds Office at Cape Town and all expenses and stamp duties of and incidental to the preparation, execution and registration of this lease shall be borne by the LESSEE.

IN WITNESS whereof the Appearers have hereunto set their hands at GEORGE the day, month and year first aforewritten in the presence of the subscribing witnesses and of me, the Notary.

**AS WITNESSES**

1.

  
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2.

  
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Before me

  
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**NOTARY PUBLIC**



  
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