

**AGENDA of the  
Portfolio Committee : Infrastructure & Planning  
19 February 2019  
(Also the agenda for the Mayoral Committee Meeting : 27 February 2019)**

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**5.  
HERMANUS, A PORTION OF ERF 775 FISHERHAVEN: RENEWAL OF LEASE OF  
MUNICIPAL PROPERTY TO LAKE MARINA YACHT AND BOAT CLUB**

7/2/3/1

M Erasmus

(028) 316-3724

Hermanus Administration

14 January 2019

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**1. Executive Summary**

To consider the objection received against the renewal of the lease agreement with Lake Marina Yacht and Boat Club and obtain final approval to enter into a further lease agreement with Lake Marina Yacht and Boat Club, hereinafter referred to as "LMYCB", in respect of a portion of Erf 775 Fisherhaven ( $\pm 14,200\text{m}^2$  in extent), situated next to the slipway in Riverside Drive, Fisherhaven, for the purpose of managing the Lake Marina Yacht and Boat Club as well as operating 39 caravan sites for members and related activities.

**2. Service Delivery and Budget Implementation Plan - IGNITE**

Infrastructure and Planning  
Property Administration

**3. Compliance with Strategic Priorities**

Provision of democratic, accountable and ethical governance  
Promotion of tourism, economic and social development

**4. Delegated Authority**

Executive Mayor

**5. Legal Requirements**

- Administration of Immovable Property Policy of the Overstrand Municipality (2015)

**6. Background/Discussion/Evaluation/Conclusion**

**Background**

The renewal of the lease of a portion of Erf 775 Fisherhaven to LMYCB for an 18 (EIGHTEEN) month period was approved by the Executive Mayor on 26 September 2018 subject to the following conditions:

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- a) Council approving a deviation from paragraphs 18 and 24 of the Administration of Immovable Property Policy of 2015;
- b) a public participation process being followed; and
- c) if any objections to the renewal of the lease agreement or any counter offers are received, the matter be referred back to the Executive Mayor for consideration.

The locality of the proposed lease area is indicated on the locality plan attached per "Annexure A".

**Discussion**

In terms of the conditions stipulated above Council approved the deviation from paragraphs 18 and 24 of the Administration of Immovable Property Policy of 2015 on 26 September 2018 and the proposed renewal of the lease was advertised in the Village News on 24 October 2018 for a 30 (THIRTY) day objection/comment period.

One objection to the proposed renewal was received from Mr T Gelderblom and is attached as Annexure "B". The translated objection and response from LMYCB to the objection is as follows:

**Objection:** The Lake Marina Yacht and Boat Club has for many years used the property for private use. The local community could never join as members of the club. The property must be developed to the advantage of the Overstrand community.

**Response from Mr Neil McDougall on behalf of the Lake Marina Yacht and Boat Club:**

1. *The basis for Mr Gelderblom's objection is detailed in the third paragraph of his mail and reads as follows:  
"Die Lykmarina seiljag en boot klub het reeds vir jare die eiendom vir hul privaatheid benut. Die plaaslike gemeenskap kon nooit lede word van die klub nie".  
In a nutshell, Mr Gelderblom is proceeding on the basis of a misunderstanding as to how LMYBC functions, and the terms and conditions of its Constitution.*
2. *We have already forwarded copies of the LMYBC Constitution to you in previous correspondence. In brief, the LMYBC Constitution specifically provides that any member of the public may make application for membership. There is no restriction as to who can apply. Local residents are entitled to apply, as are persons who live further away from Fisherhaven.*
3. *To the best of our recollection, Mr Gelderblom has never made application to our Club for membership. That so, it is difficult to*

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*understand how he now attempts to create the impression that he has somehow been excluded from applying for membership or has been refused membership.*

4. *The membership fees have been kept to a minimum down the years. We have also dealt with this in previous correspondence. Fees charged represent very good value for money, especially when compared to the fees charged by other similar clubs in the Western Cape.*
5. *The Club presently has a membership comprising of the local residents of Fisherhaven, members from Hermanus, Kleinmond, Cape Town and elsewhere throughout the Western Cape. It is accordingly completely false that the Club's facilities have been kept for the members on a private basis.*
6. *Mr Gelderblom makes a broad statement that the property should be developed for the benefit of the Overstrand community. However, he does not say how this should be done. In LMYBC's view, any development that would restrict and/or limit the present access to the LMYBC site by locals and/or those living further afield, should not be promoted or allowed.*
7. *Again, in previous correspondence, we have set out and detailed how LMYBC's premises are used, not only by members but also for a very broad range of other social and community activities, including the use of the premises for the holding of SAPS Community Forum meetings, public meetings, use of the premises for election purposes, use by Cape Nature Society for its meetings, use by other local organisations for their respective meetings, used by the local Fisherhaven Residents Association from time to time, and as a community facility for bridge club purposes and other. All that has been well documented in previous exchanges of correspondence.*
8. *The LMYBC facilities have been used as described in the preceding paragraph for the last 41 years. To deprive the community of the use of the LMYBC facilities would, with respect, not be taken lightly by the majority of immediate residents and/or others who use the facility.*
9. *In LMYBC's view, Mr Gelderblom's objection should be overruled by your Municipality, especially in view that he is the sole and only objector to the new lease extension. Your Municipality has already taken a decision in principle to lease the LMYBC premises to the Club for a further period of 18 months, commencing as of 1 January 2019 and terminating on 30 June 2020. LMYBC accordingly requests that your Municipality overrules Mr Gelderblom's objection and goes ahead and signs off on the proposed lease extension."*

The response from LMYBC adequately addresses the objection received from Mr Gelderblom. LMYBC, in their application for renewal, included letters from various community organisations confirming that they make use of the facilities for various meetings etc. which further confirms the details as discussed in the above response from LMYCB.

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**Evaluation**

A. Administration of Immovable Property Policy of the Overstrand Municipality

All relevant paragraphs were discussed in the report that served at the Mayoral Committee Meeting on 26 September 2018.

B. Advertisement/Notification

An advertisement for the lease of a portion of Erf 775 Fisherhaven ( $\pm 14,200\text{m}^2$  in extent) was placed in the Village News on 24 October 2018 for a 30 (THIRTY) day objection/comment period. One objection was received and discussed under point 6 of this report.

**Conclusion**

In light of the above discussion it is proposed that the objection received from Mr Gelderblom be dismissed as it was adequately addressed and that final approval be given for the renewal of the lease agreement for a portion of Erf 775 Fisherhaven to LMYBC for an 18 (EIGHTEEN) month period.

**7. Financial Implications**

The Municipality stands to gain a rental amount of R13,412.08 (THIRTEEN THOUSAND FOUR HUNDRED AND TWELVE RAND AND EIGHT CENTS) (VAT excluded) for the period January 2019 to June 2019 and a rental amount of R29,506.58 (TWENTY NINE THOUSAND FIVE HUNDRED AND SIX RAND AND FIFTY EIGHT CENTS) (VAT excluded) for the period from July 2019 to June 2020. These amounts relate to the updated figures as approved by the Mayor on 14/11/2018.

**8. Staff Implications**

None

**9. Comments from other Departments, Divisions and Administrations**

None

**10. Annexures**

- Annexure A: Locality Map
- Annexure B: Objection
- Annexure C: Response from LMYBC

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**RECOMMENDATION:**

1. that the objection received from Mr Gelderblom against the renewal of the lease agreement, **be dismissed**, as the objection is adequately addressed; and
2. that the renewal of the lease of municipal property, being a portion of Erf 775 Fisherhaven, to Lake Marina Yacht and Boat Club for the purpose of managing the Lake Marina Yacht and Boat club as well as operating 39 caravan sites for members and related activities for a period of 18 (EIGHTEEN) months backdated from 1 January 2019 at the rental amount of R13,412.08 (THIRTEEN THOUSAND FOUR HUNDRED AND TWELVE RAND AND EIGHT CENTS) (VAT excluded) for the period January 2019 to June 2019 and a rental amount of R29,506.58 (TWENTY NINE THOUSAND FIVE HUNDRED AND SIX RAND AND FIFTY EIGHT CENTS) (VAT excluded) for the period from July 2019 to June 2020, be approved.

<b>RESPONSIBLE OFFICIAL:</b>	<b>M ERASMUS</b>
<b>TARGET DATE FOR IMPLEMENTATION:</b>	<b>1 APRIL 2019</b>
<b>TARGET DATE TO INFORM APPLICANT:</b>	<b>12 APRIL 2019</b>
<b>TARGET DATE TO INFORM OBJECTOR:</b>	<b>N/A</b>

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**M Erasmus**

**(028) 316-3724**

**Hermanus Administration**

**14 January 2019**

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**THIS MATTER SERVED BEFORE THE JOINT PORTFOLIO COMMITTEE ON  
19 FEBRUARY 2019, WHICH COMMITTEE SUPPORTED THE RECOMMENDATION**

**RESPONSIBLE OFFICIAL:**

**M ERASMUS**

**TARGET DATE FOR IMPLEMENTATION:**

**1 APRIL 2019**

**TARGET DATE TO INFORM APPLICANT:**

**12 APRIL 2019**

**TARGET DATE TO INFORM OBJECTOR:**

**N/A**



**Madelein Erasmus - Beswaar teen huur van munisipale bate erf 775 fisherhaven.**

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**From:** Tommy Gelderblom <tommygelderblom@gmail.com>  
**To:** <merasmus@overstrand.gov.za>  
**Date:** 06/11/2018 09:41 PM  
**Subject:** Beswaar teen huur van munisipale bate erf 775 fisherhaven.

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Die Munisipale Bestuurder  
Overstrand Munisipaliteit  
Hermanus  
7200  
06. 11. 2018

Geagte Heer/ Dame

Hiermee maak ek beswaar teen die verhuring van genoemde eiendom soos per Kennis No 140/ 2018.

Dat die eiendom nie vir n verdere 18 maande aan die aansoeker verhuur word nie.

Die Lykmarina seiljag en boot klub het reeds vir jare die eiendom vir hul privaatheid benut. Die plaaslike gemeenskap kon nooit lede word van die klub nie .

Dat die eiendom ontwikkel word tot voordeel van die overstrand gemeenskap.

Groete.

T. Gelderblom

**Madelein Erasmus - RE: Beswaar teen huur van munisipale bate erf 775 fisherhaven.**


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**From:** Neil McDougall <Neil@ftalaw.co.za>  
**To:** Madelein Erasmus <mcrasmus@overstrand.gov.za>  
**Date:** 12/12/2018 04:14 PM  
**Subject:** RE: Beswaar teen huur van munisipale bate erf 775 fisherhaven.  
**Cc:** Deborah Fish <fishdeborah@gmail.com>

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Dear Madelein

Thank you for your mail under reply. Content noted.

I have been asked by the Lake Marina Yacht and Boat Club ("LMYBC") to respond as follows:

**MR GELDERBLOM'S OBJECTION OF 6 NOVEMBER 2018**

1. The basis for Mr Gelderblom's objection is detailed in the third paragraph of his mail and reads as follows:

*"Die Lykmarina seiljag en boot klub het reeds vir jare die eiendom vir hul privaatheid benut. Die plaaslike gemeenskap kon nooit lede word van die klub nie".*

In a nutshell, Mr Gelderblom is proceeding on the basis of a misunderstanding as to how LMYBC functions, and the terms and conditions of its Constitution.

2. We have already forwarded copies of the LMYBC Constitution to you in previous correspondence. In brief, the LMYBC Constitution specifically provides that any member of the public may make application for membership. There is no restriction as to who can apply. Local residents are entitled to apply, as are persons who live further away from Fisherhaven.
3. To the best of our recollection, Mr Gelderblom has never made application to our Club for membership. That so, it is difficult to understand how he now attempts to create the impression that he has somehow been excluded from applying for membership or has been refused membership.
4. The membership fees have been kept to a minimum down the years. We have also dealt with this in previous correspondence. Fees charged represent very good value for money, especially when compared to the fees charged by other similar clubs in the Western Cape.
5. The Club presently has a membership comprising of the local residents of Fisherhaven, members from Hermanus, Kleinmond, Cape Town and elsewhere throughout the Western Cape. It is accordingly completely false that the Club's facilities have been kept for the members on a private basis.
6. Mr Gelderblom makes a broad statement that the property should be developed for the benefit of the Overstrand community. However, he does not say how this should be done. In LMYBC's view, any development that would restrict and/or limit the present access to the LMYBC site by locals and/or those living further afield, should not be promoted or allowed.

## ANNEXURE C2/2

7. Again, in previous correspondence, we have set out and detailed how LMYBC's premises are used, not only by members but also for a very broad range of other social and community activities, including the use of the premises for the holding of SAPS Community Forum meetings, public meetings, use of the premises for election purposes, use by Cape Nature Society for its meetings, use by other local organisations for their respective meetings, used by the local Fisherhaven Residents Association from time to time, and as a community facility for bridge club purposes and other. All that has been well documented in previous exchanges of correspondence.
8. The LMYBC facilities have been used as described in the preceding paragraph for the last 41 years. To deprive the community of the use of the LMYBC facilities would, with respect, not be taken lightly by the majority of immediate residents and/or others who use the facility.
9. In LMYBC's view, Mr Gelderblom's objection should be overruled by your Municipality, especially in view that he is the sole and only objector to the new lease extension. Your Municipality has already taken a decision in principle to lease the LMYBC premises to the Club for a further period of 18 months, commencing as of 1 January 2019 and terminating on 30 June 2020. LMYBC accordingly requests that your Municipality overrules Mr Gelderblom's objection and goes ahead and signs off on the proposed lease extension.
10. Could you please advise us as to what further legal and/or administrative steps will now need to be taken in order to deal with Mr Gelderblom's objection and to achieve the signing off of the LMYBC lease extension.
11. We await your further advice.
12. This letter is sent on behalf of the Lake Marina Yacht & Boat Club

Kind regards,  
Neil McDougall

**Francis Thompson & Aspden**  
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**Cape Town, 8001**  
**South Africa**  
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