



Ref No: 4/1/1/7; E 10602

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Enquiries: Ms N Gustaf

16 June 2025

Mobile Telecommunications Limited
P O Box 23051
Windhoek
10005

Attention: Mr Erastus Tuahfeni

Dear Sir

APPLICATION FOR ONE NEW SITE TO ERECT A TOWER IN SWAKOPMUND

Your letter dated **16 October 2024** regarding the abovementioned, refers.

On **29 April 2025**, Council approved your application concerning the subject matter under item 11.1.12 as follows:

"That Council approves the application by Mobile Telecommunications Limited dated 16 October 2024 for the erection of a telecommunication tower and equipment room on a portion (+81 m²) of Erf 10602 (Wagdaar), Extension 14.

(b) That Mobile Telecommunications Limited adheres to the following requirements:

- **Consent letter from the neighbours**
- **Environmental Impact Assessment (EIA)**
- **A maximum height of 25m for the tower**

(c) That the following standard lease conditions apply to the leasing of the lease portion in (a) above.

- Lease period of 5 years.**
- That building plans of all proposed buildings must be submitted to the Engineering and Planning Services Department.**



- (iii) *That the portion of land is leased on the explicit condition that the lessee indemnifies Council against any claim for damages resulting from its occupation by the lessee.*
- (iv) *That the lease be at the current tariff of N\$ 42.05/m² per month with an annual escalation of 7% every July (first being 1 July 2025).*
- (d) **That the Engineering & Planning Services Department provides a layout plan for the exact location on the identified erf to be used for the 81m² lease portion.**
- (e) **That Mobile Telecommunications Limited installs its own electrical meter so that any expenses and costs generated can be allocated to Mobile Telecommunications Limited.**
- (f) **That the proposed lease of the site be dealt with in terms of section 63 of the Local Authorities Act 23 of 1992, as amended.**
- (g) **That Council's standard lease conditions be made applicable to the lease.**
- (h) **That all costs relating to the lease, including, but not limited to, advertising costs, be for the account of the lessee.**
- (i) **That the following conditions be made applicable in addition to point (h) above:**
 - (i) *That Council will not reimburse Mobile Telecommunications Limited for any costs relating to the installation or removal of its properties or any other expense incurred during or after the termination of the lease agreement.*
 - (ii) *That any damages that may be caused to the lease site shall be for the account of Mobile Telecommunications Limited and shall be repaired at their cost and on demand.*
 - (iii) *That Mobile Telecommunications Limited be responsible for the proper maintenance of the equipment, failure to maintain the water tower and equipment on a structural and aesthetic level satisfactory to the GM: Engineering and Planning Services will result in the cancellation of the lease and the removal of the lease equipment at the cost of the lessee.*
 - (iv) *That Council be indemnified of any and all possible claims.*
- (j) **That the approval be granted on condition that Messrs Mobile Telecommunications Limited settle all its arrears, if any, with Council".**

Please familiarize yourself with the content of the above decision and confirm acceptance in writing on / before **Monday, 07 July 2025**.

Following the acceptance of the above conditions, a payment in the amount of N\$ 10 000.00 is required for the publication of Council's intention in terms of section 63 of the Local Authorities Act, Act 23 of 1992, as amended. Attached is Council's banking details. Please email proof of payment to: **ngustaf@swkmun.com.na**

Irrespective of whether objections are received, the matter will be submitted to the Ministry of Urban and Rural Development for approval to proceed with the lease, whereafter you will be informed of the outcome.

Should you have any further enquiries, please do not hesitate to contact Ms N Gustaf at ☎ 064-4104214.

Yours faithfully


Mpasi Haingura
GM: Corporate Services & HC


