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MURANG'A COUNTY BILLS, 2023

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THE MURANG'A COUNTY LAND LEASES MANAGEMENT BILL, 2023

AN ACT of the County Assembly of Murang'a to permit and facilitate management of leased out Murang'a County Government land and matters connected therewith or incidental thereto.

ENACTED by the County Assembly of Murang'a, as follows—

PART I—PRELIMINARY

Short title

1. This Act may be cited as the Murang'a County Land Leases Management Act, 2023.

Interpretation

2. In this Act, unless the context otherwise requires—

"allocation of land" means the legal process of granting rights to land;

"charge" means an interest in land securing the payment of money or money's worth or the fulfillment of any condition, and includes a sub-charge and the instrument creating a charge;

"Commission" means the National Land Commission established by Article 67 of the Constitution;

"committee" means the Murang'a County Land Leases Management Committee established under section 6;

"compulsory acquisition" means the power of the government to acquire private rights and interests in property as provided for in Article 104 of the Constitution;

"county executive committee member" means the County Executive Committee member responsible for matters relating to land;

"development" means the carrying out of any building operation, engineering operation, farming activities or mining operation in, on, under or over land or the making of any change of a substantial nature in the use of land;

"incentives" means payments or concession to stimulate greater output or investment, including fiscal and tax incentive, financial incentive and subsidies, subsidized infrastructure or mechanism or system;

"investment" means the creation or acquisition of business, assets, and services with a view to generate higher value and profit and includes the expansion, restructuring or rehabilitation of an existing business enterprise;

"investor" means an individual or legal entity engaged in the business of value adding, manufacturing and other business activities;

"lease" means the grant, with or without consideration, by the proprietor of land of the right to the exclusive possession of his or her land, and includes the right so granted and the instrument granting it, and also includes a head lease and a sublease but does not include an agreement for lease;

"lessee" means a person to whom a lease is granted and includes a person who has accepted a transfer or assignment of a lease;

"lessor" means the County Government of Murang'a;

"public land" has the meaning assigned by Article 62 of the Constitution and includes the coast foreshore, river, dams lakes and other reserves under the Survey Act or under any other law; "register of public land" means a register for public land maintained under the law relating to land registration for the recording of rights and interests in and dispositions of public land;

"riparian reserve" means the land adjacent to a lake, rivers, dams and water courses as provided under the law relating to Surveying or any other written law;

"transfer" means the passing of land, a lease or a charge from one party to another by an act of the parties and not by operation of the law and includes the instrument by which such passing is effected; and

"valuer" means a valuer registered and licensed to practice as a valuer in accordance with the law relating to the practice and registration of valuers.

Objects and Purpose of the Act

3. The objectives of this Act are to permit and facilitate management of leased out Murang'a County Government land by—

(a) improving land utilization and equity;

(b) establishing a framework to ensure productivity and utilization of County assets in an equitable and transparent manner in accordance with National and County legislations;

(c) enabling access to land for occupational diversity;

(d) accelerating industrial growth and commercial transformation;

(e) providing recognition to lease holders for enabling them to access loans through credit institutions, insurance, and other support services protecting the public lands in the County;

(f) providing relevant, and reliable information to enable all internal and external reporting and accountability requirements to be satisfied in a timely manner;

(g) offering value for money, economy, efficiency, equity, environmental, effectiveness and timeliness is achieved in the Murang'a County Land leases;

(h) equitable and efficient utilization of county assets leased out or allotted to private parties;

(i) adequate separation of duties in the management of Murang'a County Land Leases;

(j) offering continuous support is provided on optimal utilization of assets through development of an optimal utilization framework to guide the county and County entities; and

(k) maintaining a complete and up-to-date register of assets and liabilities.

Application

4. (1) This Act shall apply to all land declared as public land under Article 62 of the Constitution.

(2) The County Government shall ensure that any public land that has been identified for lease does not fall within any of the following categories—

(a) public land that is subject to erosion, floods, earth slips or water logging;

(b) public land that falls within forest and wild life reserves, mangroves, and wetlands or fall within the buffer zones of such reserves or within environmentally sensitive areas;

(c) public land that is along watersheds, river and stream catchments, public water reservoirs, lakes, beaches, fish landing areas riparian and the territorial sea as may be prescribed;

(d) public land that has been reserved for security, education, research and other strategic public uses as may be prescribed; and

(e) natural, cultural, and historical features of exceptional national value falling within public lands;

(f) reserved land; or

(g) any other land categorized as such, by the National Land Commission, by an order published in the *Gazette*.

PART II—COUNTY LAND LEASES MANAGEMENT

Power to lease land

5. (1) Subject to the provisions of this Act, the County Government may—

(a) lease out land or part of it to qualified party for a period not exceeding thirty years with renewal provisions giving preference to previous lessee; and

(b) subject the lease to any conditions that may be required by this Act or any other law or that the County government may impose.

The County Land Lease Committee

6. (1) There is established a County Land Lease Committee appointed by the Governor through a notice in the *Gazette*.

(2) The Committee shall consist of—

five members appointed by the County Governor to represent diversity, commercial and public interests in the County;

(a) the County Secretary;

(b) the County Attorney;

(c) a representative of the National Land Commission;

(d) a representative of the County Lands Registrar office; and

(e) a representative of the County Commissioner's office.

(3) The following technical officers may be co-opted to the Committee—

(a) the Chief Officer in charge of Lands; and

(b) the Chief Officer in charge of County Revenue.

(4) Members of the Committee shall serve for a non- renewable period of five years.

(5) In nominating persons for appointment as members of the Committee under subsection (2) above, the Governor shall have regard to

public interest, experience of the applicants and the principle of gender equality.

(6) The names of the Committee and the secretary under section 10 of this Act shall be published in the *gazette*.

Functions of the County Land Leases Committee

7. (1) The function of the County Land Leases Committee shall be —

(a) identify all leased out, allotted or undocumented public lands and register them in the County lands register;

(b) receive and approve lease applications, subleases and charges;

(c) periodically inspect leased out land for compliance with the lease agreements;

(d) develop part development plans and zoning plans for all county owned land;

(e) termination of leases upon breach of contract, expiry or compulsory acquisition; and

(f) receive statements of benefits to be accrued by the County Government upon grant of lease to an applicant.

Chairperson and Vice-chairperson

8. (1) The Governor shall, within seven days of the appointment of the Committee, convene its first meeting at which the Committee shall elect the Chairperson and the vice chairperson from amongst its members.

(2) The Chairperson shall—

(a) preside over all meetings of the Committee;

(b) be the spokesman of the Committee; and

(c) supervise and direct the work of the Committee.

(3) In the absence of the chairperson, the vice-chairperson shall perform the functions of the chairperson under subsection (2).

Oath of office for members of the Committee

9. (1)Members shall, before assuming office, take and subscribe to the oath or affirmation of office prescribed in the First Schedule.

(2) Every oath or affirmation taken by any other officer shall be administered by the Secretary of the Committee.

Secretary of the Committee

10. (1) There shall be a Secretary to the Committee who shall be appointed in writing by the Governor.

(2) The Secretary to the Committee shall —

(a) be the Chief Executive officer of the Committee and the accounting officer;

(b) convene committee meetings on the advice of the chairman;

(c) record and distribute minutes of all proceedings of the Committee;

(d) prepare and distribute agenda for committee meetings;

(e) the execution of the decisions of the Committee;

(f) Head the Committee's Secretariat; and

(g) prepare and submit the committees' programs and activities.

(3) The Committee may delegate to the secretary such functions as may be required for the day to day running of the Committee, subject to such directions as may be given by the Committee.

Secretariat of the Committee

11. (1) The Committee shall have a Secretariat consisting of the secretary, and other officers as may be required for the efficient performance of its functions under this Act.

(2) The Secretariat shall be officers serving in Public Service.

(3) The Secretariat shall be responsible for generally carrying out the administrative duties of the Committee under the Secretary of the Committee and in particular but not limited to —

(a) ensuring that all County assets are identified, claimed, acknowledged, held and registered in the name of the public sector entity;

(b) advise that the acquisition or receipt of assets and the disposal, issue or distribution of assets is properly approved, carried out, and is promptly and accurately recorded by authorized officers;

(c) provide continuous support is provided on optimal utilization of assets through development of an optimal utilization framework to guide public sector entities; and

(d) maintain complete and up-to-date registers of asset and liabilities

Remuneration of the Committee

12. The Remuneration and allowances of the Committee shall be from the County Treasury.

Conduct and Affairs of the Committee

13. The conduct of business and affairs of the Committee shall be as set out in the Second Schedule.

Meetings of the Committee

14. (1)The Chairperson shall preside at every meeting of the Committee if present and in his absence the Vice Chairperson shall preside.

(2) In the absence of both in (1) above, the members present shall elect a member to preside.

(3) Each member shall have one vote and in the case of equality of votes the Chairperson or other person presiding shall have a casting vote.

(4) Any question failed to be determined by the Committee at any of its meetings shall be decided by a majority of the votes of the members present.

(5) The Committee may co-opt any person to attend and provide technical assistance or advice to the Committee on any matter but such person shall not be entitled to vote on any issue for decision by the Committee.

(6) The quorum of a meeting shall be five Committee members including the Chairperson.

(7) The Committee shall cause minutes of all its meetings to be taken and signed by the Chairperson and Secretary to the Committee.

(8) Subject to this Act the Committee shall regulate its own proceedings.

Powers of the Committee

15. The Committee shall have all powers necessary for the execution of its functions under this Act.

Removal of the Chairperson or Member

16. (1) The Chairperson or a member of the Committee may be removed from office by the Governor for misconduct.

(2) The Governor shall follow the necessary procedure for removal of the Chief Officers.

Sub-committees

17. The Committee may for the discharge of its functions appoint one or more sub-committees to perform such functions as the Committee may determine.

Conflict of Interest

18. (1)A Member who has any interest in any matter being considered by the Committee shall disclose the nature of his or her interest to the Committee and such disclosure shall be recorded in the minutes of the Committee and such member shall not take part in any deliberation or decision of the Committee relating to that matter.

(2) A Member of the Committee who contravenes subsection (1) shall be guilty of misconduct.

PART III—MANAGEMENT OF LEASES

Lease Covenants

19. (1) Every lease shall be a written covenant by the County Government with the lessee, binding the County Government—

(a) that so long as the lessee pays the rent and observes and performs the covenants and conditions contained or implied in the lease agreement to be observed and performed on the lessee's part, the lessee shall peaceably and quietly possess and enjoy the land leased during the term of the lease without any interruption from the County Government or any person rightfully claiming to be an agent of the County Government; and

(b) not to use or permit any adjoining or neighbouring land that the County Government owns or leases that would in any way render the leased land or any buildings on the leased land unfit or materially less fit for any purpose for which they may be used, consistent with the terms and conditions of the lease;

(2) There shall be express consent in every lease covenants by the lessee empowering the County Government to either personally or by agents, enter, the leased land at any reasonable time for the purpose of inspecting the condition of the land and compliance with the lease agreement; but in the exercise of that power, the County Government shall not unreasonably interfere with the occupation and use of the land by the lessee;

(3) It shall be implied in every lease covenants by the lessee empowering the County Government to terminate the lease by serving a notice of intention to terminate the lease on the lessee where—

(a) any rent is unpaid for two years after the due date for payment, after a demand, in writing, for payment has been made; or

(b) the lessee has failed for a period of two years, to observe or perform any condition, covenant or other term, the observation or performance of which has been assumed by the lessee expressly or impliedly in the lease.

(4) The subsection (3) above shall not apply to short-term leases described in Section 22.

Conditions on leases on the lessee

20. There shall be implied in every lease, covenants by the lessee with the County Government binding the lessee—

(a) to pay the rent reserved by the lease at the times and in the manner specified in the lease as guided by the applicable county Act on revenue and such rates;

(b) to use any land in a sustainable manner and in accordance with any conditions imposed on the use of that land by the lease, or any written law or any provisions in a grant of a public land out of which that lease has been created and, in particular, not to cut down, injure or destroy any living tree on the land unless the purpose for which the land has been leased cannot be carried out without so doing;

(c) to yield up the land and in the same condition as they were when the term of the lease began the lessee shall be bound to repair damage or restore the land to the same condition it was at the beginning of the lease unless the damage or deterioration of the condition is caused by—

(i) fire, flood or explosion or other accident not attributable to the negligence of the lessee, or the lessee's invitees or employees; or

(ii) lightning, storm, earthquake, volcanic activity or other natural disaster;

(d) to keep all boundary marks;

(e) provide architectural and structural designs for the intended industrial and commercial developments;

(f) comply with statutory directives on infrastructure and other utilities as directed by the County Executive Committee member in charge of infrastructure;

(h) that a third of the labour force across all cadres are reserved for the qualified in the host community;

(i) support community projects for the host population; and

(j) comply with all the national government and county government laws and regulations on land usage, taxation and the intended utilization.

Consent by County Government

21. (1) On and after the commencement of this Act, a lessee will apply to the County Government for consent to —

(a) transfer or assign the lease;

(b) enter into a sublease;

(c) part with possession of the leased land;

(d) change the use of the land from a use which is permitted under the lease;

(e) extend, improve, add on to or in any other way develop any building beyond what is permitted in the lease;

(f) create a charge over the lease;

(g) take any of the actions referred to in subparagraphs (a), (b), (c), (d), (e); or

(h) in relation to any part of the leased land, or for any part of the term of the lease, the County Government shall inform the lessee, in writing, within thirty days after receiving the application, whether the County Government is giving or refusing consent.

(2) If the County Government refuses to give consent or gives consent subject to a condition or pre-condition and the lessee so requests, in writing, the County Government shall promptly inform the lessee, in writing, of the reasons for the refusal or for the imposition of the condition or pre-condition, as the case maybe.

(3) If the lessee or any person, to whom this section applies at the request of the lessee, has paid any money or suffered any loss in connection with subsection (3), that person may recover that money and seek damages for that loss from the County Government.

(4) This section shall not prevent the inclusion, in a lease, of a covenant binding the lessee absolutely not to take any action of the kind referred to in subsection (2).

(5) The County Secretary shall carry out an annual inspection on compliance with all conditions of lease, National Government and County Government laws.

Short-term leases

22. (1) The County Government may lease out land to qualified persons for a short-term period.

(2) This lease is made for a term of ten years or less with an option for renewal.

(3) A short term lease can only be in writing.

(4) A short term lease holder shall not affect any charge on the land.

(5) A short term lease will expressly state the status of interest on developments, trees, vegetation and mineral resources on the land.

(6) A short term lease holder will be obliged to reasonably restore the land to its previous condition upon the expiry of the lease.

(7) Short term leases will be accompanied by a lease bond that will be surrendered to the lessee upon lease expiry and satisfaction of the County Land Leases Committee that the land was reasonably restored to the original condition.

Future leases

23. (1) The County Government may enter into lease agreements for a term to begin on a future date, not being later than five years after the date on which the lease is executed.

(2) A future lease agreement must be accompanied by a statement of justification presented to the County Land Leases Committee.

Sub-Leases

24. (1) The lessee may enter into a sublease for a term that is to expire at the same time as or not later than, the expiry of the term of the head lease.

(2) A sub-lease shall not operate as an assignment of the head lease to the sub lessee.

(3) A Sublease shall not have registrable interest on the land.

(4) The Lessee shall seek a written approval to sublease from the County Land Leases Committee in a manner prescribed in the regulations.

(5) The County Land Leases Committee shall either decline or approve the request and respond to the Lessee in writing within thirty days after receiving the subleasing request.

(6) A notice of decline from the county Leases committee shall be accompanied by a statement on the reasons for declining the request.

(7) If the term of the sublease is to expire after the expiry of the term of the head- lease—

(a) the term of the sublease shall be reduced, to expire one day earlier than the term of the head lease, but without prejudice to any remedies that the sub lessee may have in respect of that reduction; or

(b) if the term of the head lease is extended or renewed beyond the term for which the sublease was created, the sublease shall expire at the end of that original term, whichever time comes earlier.

Lease Termination

25. (1) The interests held by a lessee on public land ceases upon—

(a) expiry of the lease period;

(b) if the lessee, agent of the lessee or beneficiary is no longer desirous to continue with the lease and has given a one year notice to the County Land Leases Committee;

(c) if the lessee fails to comply with the lease agreement and a notice of intent for lease reversal has been served through the *Gazette* and two newspapers with countrywide circulation, such a notice shall be served within one year after the county Land Leases Committee's resolution;

(d) if the National Government or the County Government acquires the land for strategic public interests after reasonable compensation as determined by the commission; and

(e) If the County Government has received any payment by the lessee of any part of the rent or of any other money due under the lease shall within ninety days pay the lessee to the extent of that payment unless the lessee had actual notice of lease termination before making the payment.

PART IV— MISCELLANEOUS PROVISIONS

Custody of documents, seals and stamps

26. (1)The County Government shall keep the Lease agreements, records, registers, accounts and any other documents and the seals and stamps relating to land to which a provision of this Act applies.

(2))The documents, seals and stamps kept by the County under this section shall be made available to the County Government as and when required for the purpose of the management and disposition of the land.

(3) A person having the custody or control of a document, seal or stamp to which subsection (1) applies shall take the necessary steps to deliver it to the County Government

Collection of revenue

27. (1)The revenue from lands subject to this Act shall be collected by the County Executive Committee member in charge of Revenue collection, and for that purpose the rights to receive and the remedies to recover that revenue shall vest in the County Executive Committee member.

(2) The annual rent of the land leased shall not be less than five per cent of the value of the land, according to the appraisal and reappraisal made by the County valuer and as guided by the relevant County law.

(3) The rent, which shall be paid yearly in advance, shall accrue from the date of the approval of the lease, and the first payment thereof shall be made in to the County Treasury within 30 days after the date of the approval of the application.

(4) The County Executive Committee member in charge of Finance shall make regulations on land rates, industrial and commercial building approvals

Offences

28. (1) Nothing in this Act shall be taken or construed to validate, affirm, authenticate or give any legal effect to—

(a) any irregular grant of public land;

(b) any irregular occupation of public land;

(c) any irregular issue of a certificate of lease; and

(d) any disposition, or any contract for any of the earlier mentioned transactions which was obtained or induced by

corruption, on the part of any National government official, County Government official, any defunct local authorities official or employee of the National Land Commission whether or not that Government official, County Government official, defunct local authorities official or employee of the National Land Commission was directly involved in that transaction.

(2) Any person who —

(a) knowingly makes any false statement, orally or in writing, in connection with any disposition or other transaction affecting land or any other matter arising under this Act;

(b) knowingly gives any false information or makes any false statement, either orally or in writing, in connection with any call for information made under this Act or in connection with any investigation into the commission of any offence under this Act;

(c) fraudulently procures—

(i) the registration or issue of any certificate of Lease, or any other document or instrument relating to public land; or

(ii) the making of any entry or the endorsement of any matter on any document or instrument referred to in subparagraph (i); or

(iii) the cancellation or amendment of any of the documents referred to in this paragraph instruments our entries or endorsements; or

(d) fraudulently alters, adds to, erases, defaces, mutilates or destroys any document or instrument relating to land or any entry on or endorsement of any such document or instrument; suppresses or conceals form the county, Commission, the Registrar, or any authorized officer exercising powers under this Act or assists or joins in so doing, any material document, fact or matter, commits an offence and on conviction is liable to a fine not exceeding Fifteen Million Kenya Shillings or imprisonment for a term not exceeding Fifteen years or to both the fine and imprisonment.

(3) Any person who unlawfully occupies public land commits an offence and upon conviction is liable to a fine not exceeding two million, and in the case of a continuing offence to an additional fine not exceeding twenty thousand shillings for every day during which the offence shall have continued irrespective of whether the person was the holder of a revoked or reversed lease.

(4) Any person who wilfully—

(a) delays;

(b) obstructs;

(c) hinders;

(d) intimidates; or

(e) assaults,

(5) Any person authorized under this Act to inspect any land in the lawful exercise of the power in that behalf commits an offence and upon conviction is liable to a fine not exceeding five hundred thousand shillings or to a term of imprisonment not exceeding three years or to both the fine and imprisonment.

(6) Any person who, being an authorized officer under this Act, whether generally or for a specific function, in the course of any official function or otherwise, unlawfully or with force enters on the land of any person or while on land, wilfully commits any damage to the land or anything on the land, whether naturally on the land, or stock owned by any person using the land or crops planted or buildings erected on the land commits an offence and upon conviction is liable, to a fine not exceeding five hundred thousand shillings or to imprisonment not exceeding six months or to both the fine and imprisonment.

(7) If a court has convicted any person of an offence under this section and the commission of that offence enabled that person to obtain or retain or regain any interest in land which the person would otherwise not have been able to obtain, retain or regain, the court may in addition to any punishment provided for by this section imposed on such person, make any such order in relation to that interest in land so obtained, retained or regained by such person as appears to the court necessary to ensure that such person does not profit by the offence of which the person has been convicted and without prejudice to the generality of this provision, any such order may direct the County to commence proceedings to terminate a lease.

Expenses

29. (1) The expenses incurred by the Chief Officers and the County Secretary in the performance of a function under this Act shall be defrayed from moneys provided by the County Assembly.

(2) Revenue from the functions in this Act but there shall be paid to the County Revenue Fund.

(3) The payments under subsection (2) for each prescribed accounting period shall be subject to the Murang'a County Finance Act in force.

(4) The County Executive Committee Member may make Regulations to facilitate such expenses in subsection (1) above.

Exemption from Liability

30. (1)No matter or thing done by a member of the Committee or any officer, employee or agent of the Committee shall, if the matter or thing is done in good faith for executing the functions, powers or duties of the Committee, render the member, officer, employee or agent personally liable to any action, claim or demand whatsoever.

Partnerships

31. The Committee shall spearhead discussions on economic partnerships and memoranda of understanding with international, national and local entities, both private and public that will be beneficial to the County.

(2) Subject to the provisions of this Act and the law on public private partnerships, the Committee may recommend that the County Government enters into partnerships to realize the objects of this Act.

Regulations

32. (1) The County Executive Committee Member may, by legislative instrument, make Regulations for—

(a) any matter, including fees, which is to be prescribed including Lease bonds for short-term leases;

(b) defining the boundaries of, or otherwise describing, a land to which this Act applies, or altering or amending that boundary or description;

(c) giving full effect to this Act;

(d) the minimum and maximum land holding acreages in respect of leased land; and

(e) o facilitate the regularization of existing Land leases.

(2) A statutory instrument made under an enactment repealed by this Act and in force immediately before the commencement of this Act shall continue in force and the forms in use under the repealed enactment may, with the necessary modifications, continue to be used until provision is otherwise made by Regulations made under this Act.

FIRST SCHEDULE

OATH/AFFIRMATION OF OFFICE

Oath/Affirmation of Member of the Committee.

I, ... having been appointed as Member of the Murang'a County Assets Management Committee do swear/solemnly and sincerely declare and affirm that I will without fear or favour, affection or ill-will discharge the functions of the office of Member of the Committee, and that I will not, directly or indirectly, reveal any matter relating to such function to unauthorised persons or otherwise than in the course of my duty.

SO HELP ME GOD.

Sworn/Declared by the said .....

Before me this day of.....

Secretary.

The Murang'a County Assets Management Committee.

SECOND SCHEDULE.

PROVISIONS AS TO THE CONDUCT OF THE BUSINESS AND AFFAIRS OF THE COMMITTEE

(1) The Committee shall meet as often as may be necessary for the carrying out of its business but it shall meet at least once every quarter of a calendar year.

(2) A meeting of the Committee shall be held on such date and at such time as the chairperson shall determine.

(3) The Chairperson or in the absence of the Chairperson, the Secretary, shall, within seven days of receipt of a written application of at least two members, convene a special meeting of the members.

(4) Unless the majority of the total membership of the members otherwise agree, at least seven days' written notice of every meeting of the Members shall be given to every member of the members.

(5) The Members may act notwithstanding a vacancy in its membership or absence of a member, and its proceedings shall not be invalidated by the presence or participation of a person not entitled to be present at or to participate in those proceedings.

(6) The members shall endeavour to reach every decision by consensus.

(7) Where on any matter consensus cannot be obtained, the decision of the members of the Committee shall require the concurrence of a majority of all the members present at the meeting.

(8) The Secretary shall cause minutes of all proceedings of meetings of the Committee to be entered in books for that purpose.

(9) Except as provided by this Schedule, the Committee may regulate its own procedure.

THIRD SCHEDULE

MURANGA COUNTY GOVERNMENT

FORM OF LEASE

THIS DEED OF LEASE made this .....day of the month of..... in the year 20..... by Murang'a County Government, of the one part, hereinafter called in this Deed the Lessor, and ..... of ..... of the other part, hereinafter called in this Deed the Lessee.

Witnesseth that in consideration of the payment of the yearly rent that is recorded in this Deed and the performance of the covenants in this Deed by the Lessee, his heirs and representatives, the Lessor leases for himself and his successors to the Lessee, his heirs, and representatives all that piece of land ..... in accordance with the Murang'a County Land Leases Management Act. And the Lessee, his heirs, and representatives, shall hold the piece of land described in this Deed from the ..... day of the month of ..... in the year of..... until the ..... day of the month of ..... in the year 20.....

And the Lessee covenants for himself, his heirs, and representatives, that he will pay the sum of ..... in legal currency on the ..... day of the month of ..... in each and every year to the Lessor or his successors because of this Lease. And will make the first payment of the same on the execution of this Deed. And the Lessee for himself, his heirs, and representatives, hereby covenants that he will comply with the Regulations made by the Murang'a County Government and the National Parliament and the Government of the Republic of Kenya: such as the laws relative to weeding the frontage and making the roads, and all municipal laws and ordinances which shall be made by the county Government. And the Lessee further covenants for himself, his heirs and representatives that he will not grant a sub-lease of, or transfer this lease without the consent of County Government beforehand obtained; and furthermore, the Lessee Covenants for himself, his heirs and representatives that in respect of the land hereunder leased, he will not —

(a) abandon, neglect or fail to use it for any period or periods of altogether 1 year; or

(b) use or permit any person or persons to use it for any purpose other than that upon which application and approval have hitherto been made.

If any of the above covenants are not complied with by the lessee, his heir or representative, then the County Government may at its discretion terminate this lease.

But it shall be lawful for the Lessee, his heirs or those that represent him to remove all houses and improvements which may have been built on the said land. And it is hereby agreed by these presents if at the expiration of twenty-one (21) days from the day the rent becomes due by the Lessee, his heirs, or his representatives, to the Lessor or his successors because of this Lease, as is recorded in this Deed, the rent hereby reserved or any part of it should remain unpaid, it shall be lawful for the Lessor or his successors to take possession of all or parts of the lands herein leased by this Deed, or to sell by auction the houses or house or anything which may be on this land, to the amount of rent owing by the Lessee, his heirs or representatives, because of the rent of his land or to take civil proceedings in a court of competent jurisdiction in Kenya for the recovery of the said rent.

WITNESS the signature of the Murang'a County Secretary and the seal of his office both affixed hereto on the ..... day of the month of ..... in the year 20 ..... and the signature of the Lessee and his seal done on the ..... day of the month of ..... in the year 20..... .

The County Secretary .....

.....

Witness to the signature of Lessee

.....

The Lessor

Witness to the signature of Lessee

FORTH SCHEDULE

FORM OF SUB-LEASE

Sub-Lease

THIS DEED made this ..... day of the month of ..... in the year 20..... .....

between ..... of ..... of the one part and ..... of ..... of the other part.

WITNESSETH that it is agreed that in consideration of the rent hereinafter stated and the performance of the covenants of this deed by the said ..... his heirs and representatives the said ..... sub-leases and lets for himself and his successors to the said ..... his heirs and representatives all that piece of land ..... as is shown by the plan drawn hereon together with all buildings and erections thereon. And the said ..... his heirs and representatives shall hold the piece of land described in this deed from the ..... day of the month of ..... in the year 20..... until the ..... day of the month of ..... in the year 20 ..... And it is covenanted by the said ..... for himself his heirs and representatives that he will pay the sum of ..... in legal currency on the ..... day of the month of ..... (fill in here, annually, quarterly or monthly) in each and every year of the said ..... or his successors because of this sub-lease and will make the first payment of the same on the ..... day of the month of ..... in the year 20 ..... And it is covenanted by the said ..... for himself his heirs and representatives that he will comply with the regulations made by the County Government and the National Government such as the laws relating to weeding the frontage and making the roads and all municipal laws and ordinances which shall be made by the County Government which affect the said land in this sub-lease. And when the time for which this deed is made shall expire the said ..... his heirs or his representatives shall give up quietly and peaceably the land described in this deed to the said ..... or his successors. But it shall be lawful for the said ..... his heirs or representatives to remove all houses and improvements which may have been built upon the said land during the term of this deed and either during the said term or at the expiration of the same. And the said ..... further covenants for himself his heirs and representatives that he will keep in good order and condition all houses buildings and erections now upon the said land fair wear and tear alone excepted (*and also damage

by fire or hurricane excepted [*Fill in here as agreed by the parties.]) and deliver them up in such condition at the expiration of the said term or the sooner determination thereof and that he will not do or suffer or omit any act or thing whatsoever whereby in consequence whereof the lease under which the said premises are now held by the said ..... may be forfeited or become voidable.

And it is hereby agreed if at the expiration of ..... from the day the rent becomes due by the said ..... his heirs or representatives under this deed the said rent is not paid it shall be lawful for the said ..... or his successors to take possession of all or any part of the land hereby leased and to sell by auction any house or building or improvement or anything which may be on the land to the amount of rent owing by the said ..... his heirs or representatives together with the expense of such seizure and sale. And the said ..... for himself and his successors covenants that he or they will duly and punctually pay the rent reserved by the original deed of lease from the Murang'a County Government and will observe and fulfil all covenants and conditions in the said original lease mentioned and on his or their part to be observed and performed.* (Here fill in any other conditions agreed on by the parties.) .....

IN WITNESS thereof the said parties have hereto set their hands and affixed their seals at ..... in the Republic of Kenya the day and year first above written.

Witness; .....

MEMORANDUM OF OBJECTS AND REASONS

This Bill seeks to permit and facilitate management of leased out Murang'a County government land and matters connected therewith or incidental thereto—

PART I of the Bill provides for preliminary matters including the short title, commencement and the interpretation of words and expressions used in the Bill and the objects and purpose of the Bill.

PART II of the Bill county land leases management, the power to lease out land, the County Land Leases Committee.

PART III of the Bill contains provisions for management of leases , including the lease covenants , conditions of the lease, conditions and the types of lease.

Part IV of the Bill contains miscellaneous on the custody of documents, collection of revenue , offences, expenses and regulations.

This Bill is NOT a money Bill within the meaning of section 21(4) of the County Governments Act, 2012 and its enactment shall NOT occasion additional expenditure of public funds.

The Bill does not contain provisions limiting the fundamental rights and freedoms set out under the Constitution.

Dated the 17th July, 2023.

GERALD WAMBUGU,

Chairperson, Committee on Lands, Housing and Physical Planning.