

MEMORANDUM OF AGREEMENT

between

DIRK JACOBUS LAUBSCHER
IDENTITY NUMBER: 360923 5012 080
(“the owner”)

and

PIETER CONRADIE LAUBSCHER
IDENTITY NUMBER: 710524 5351 085
(“the tenant”)

and

THE HANTAM MUNICIPALITY
Herein represented by **RIAAN VAN WYK** in his capacity as the
acting Municipal Manager
(“the Hantam Municipality”)

and

ASLA CONSTRUCTION (PTY) LTD
Herein represented by **HENRY ZURNAMER**
(“the contractor”)

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WHEREAS the Hantam Municipality needs to upgrade the Brandvlei Waste Water Treatment Works as per the registered Municipal Infrastructure Grant Project MIG 1374, which will be carried out by the contractor;

AND WHEREAS the Hantam Municipality needs to source filter media materials of a certain specification for the planned works, and suitable sources were identified on the land of the property owner namely **Portion 5 of the Farm Hol Pads Leegte Number 32**.

AND WHEREAS the property is currently being used for sheep farming by the tenant, and both the property owner and the tenant agreed to provide the Hantam Municipality, it's agents and the contractor access to the property to procure such materials, subject to the conditions set out below;

NOW THEREFORE the parties agrees as follows:

1. **TERM OF AGREEMENT**

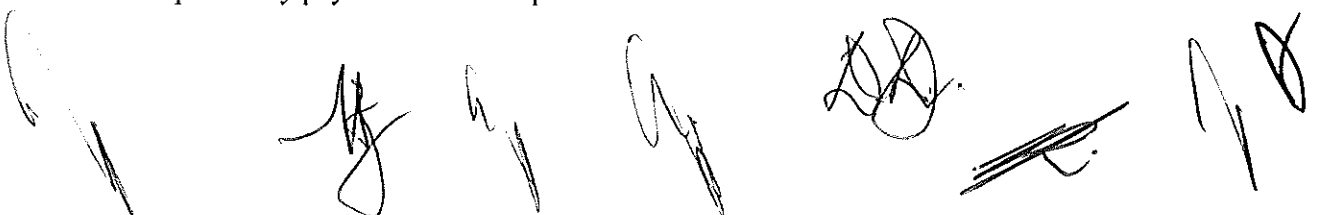
Mining activities on the property and subsequent rehabilitation shall not exceed a period of 12 (twelve) months from the date of commencement of such mining activities as per clause 3.3 hereof.

2. **PAYMENT**

2.1 The Hantam Municipality agrees to pay the property owner an amount of **R35,00 (thirty five rand), VAT exclusive, per cubic meter** of materials removed from the property.

2.2 No payment will be due for materials stockpiled on the property until such stockpiled material is hauled away and removed from the property.

2.3 Within 30 (thirty) days of the end of every month during which the contractor has removed the materials from the property, the Hantam Municipality or it's agent shall submit to the property owner a report detailing the quantities of materials removed, accompanied by payment for such quantities.



2.4 Payment shall be made in the bank account below:

PC LAUBSCHER

STANDARD BANK (LOERIESFONTEIN)

ACC: 08303 5486 BRANCH CODE: 050306

3. **MINING APPLICATION**

3.1 The Hantam Municipality shall without delay make a mining licence/permit application to the Department of Environmental Affairs and Development Planning (DEADP) and/or any other statutory body required by law. The owner shall provide all approvals and signatures that are necessary to obtain and maintain such licenses/permits.

3.2 All costs associated with the application as well as the closure and rehabilitation in accordance with DEADP prescriptions will be borne by the Hantam Municipality and be regarded as preject costs;

3.3 Mining shall commence as soon as is reasonably possible after the necessary licenses/permits are issued and any conditions imposed or requirements are met and fulfilled.

4. **ACCESS TO PROPERTY, ROAD:**

4.1 The property owner and tenant shall provide the contractor of the Hantam Municipality undisturbed access to the mining area as indicated on Annexure "A" attached hereto;

4.2 In order to obtain such access and for the removal of the material with dump trucks, the contractor shall create a low cost access road to the mining area from the R357 with a 3 meter access gate at the entrance to the property as indicated on Annexure "A". Access to the proposed mining area must be controlled and the gate shall remain locked when the mining area is not active. Only permanent employees of the contractor will be allowed access to the mining area. Such access gate will only be

temporary and for the duration of the mining activities and shall be removed by the contractor after completion of the project. The gate will however be left behind for the owner to be re-used.

5. **GENERAL CONDITIONS**

- 5.1 Site clearing must be restricted to what is absolutely necessary for the efficient mining of the material;
- 5.2 Before any activities commence, a standard 1,2 meter high stock fence will be erected by the contractor, as indicated on Annexure "A", which will demarcate the area where the contractor's personnel and machinery will operate, and the costs of which will be regarded as project costs. This fence will remain on the property after completion of the project and the Hantam Municipality and the contractor will not be required to break down, remove or relocate such fence. The intentions of the parties are that the fence will become the property of the owner to re-use or remove as he pleases.
- 5.3 No trespassing on the properties adjacent to the approved mine area will be allowed. Poaching of wild animals, collection of plant materials and interference with livestock is prohibited.
- 5.4 No burning, burying or dumping of any waste materials, vegetation or refuse shall be permitted.
- 5.5 The contractor shall comply will all relevant guidelines and regulations with regards to noise levels.
- 5.6 The parties concede that there will be dust during the mining process but the contractor shall be responsible for the necessary control measures.
- 5.7 The contractor shall take all reasonable and precautionary steps to prevent fires from starting on site, and shall ensure that there is basic fire-fighting equipment available on site.

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5.8 Any fuel or oil spillages must be addressed immediately. Drip trays must be placed under parked vehicles when refueling or servicing. Leaking equipment must be replaced immediately.

6. **REHABILITATION**

6.1 At the end of the project the mining site must be rehabilitated in it's entirety with the objective of restoring natural processes as much as possible.

6.2 All equipment and temporarily erected structures must be removed from site and the site must be cleared of all litter and scrap which may have accumulated.

6.3 Topsoil will be returned to the site and its vegetation cover will be monitored according to the rehabilitation plan. Temporary access roads will be scarified to facilitate revegetation.

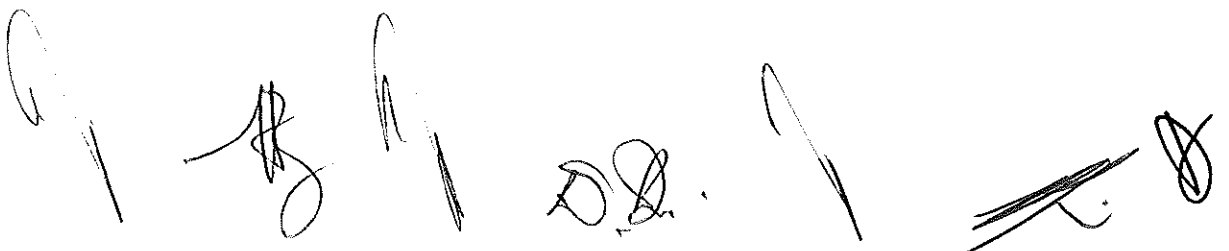
7. **FORCE MAJEURE**

7.1 No party shall be liable for failure to perform any of it's obligations under this agreement where performance is prevented by any cause beyond such party's control, which causes is called "force majeure" below.

7.2 For purposes of this agreement, "force majeure" includes, but is not limited to: acts of God, fire, flood, strikes, insurrection or mob violence, requirements or regulations of government with which a party cannot reasonably comply, and other causes of a similar nature that are beyond the control of a party.

8. **ADDRESSES AND NOTICES**

8.1 For the purpose of this agreement, including the giving of notices in terms hereof and the serving of legal process, the parties choose **domicilium citandi et executandi** ("domicilium") as follows:-

The image shows seven distinct handwritten signatures in black ink, arranged horizontally across the bottom of the page. The signatures vary in style, with some being more cursive and others more blocky or stylized.

8.1.1 the Owner / Tenant:

KERKSTR. 18, PO BOX 77, LOERIESFONTEIN, 8185

8.1.2 the Hantam Municipality:

8.1.3 the Contractor:

Conradie Singel 25. Strand.

8. COSTS

The legal costs of the preparation of this agreement shall be paid by the Hantam Municipality.

9. INDEMNITY

9.1 The contractor hereby agrees to indemnify the owner and/or tenant against any losses or damages as a result of stock theft by or the negligent acts of any of the contractor's employees.

SIGNED AT LOERIESFONTEIN on this the 2 day of FEBRUARY 2017

AS WITNESSES:

1.

JASPER JOHANNES MÜLLER
KOMMISSARIS VAN EDE
PRAKTISERENDE PROKUREUR
WERDASTRAAT 3
LOERIESFONTEIN, 8185

2.

DIRK JACOBUS LAUBSCHER

SIGNED AT Loeriesfontein on this the 2 day of FEBRUARY 2017

AS WITNESSES:-

1. 

2. **JASPER JOHANNES MÜLLER**
KOMMISSARIS VAN EDE
PRAKTISERENDE PROKUREUR
WERDASTRAAT 3
LOERIESFONTEIN, 8185



PIETER CONRADIE LAUBSCHER

SIGNED AT Loeriesfontein on this the 23 day of MARCH 2017

AS WITNESSES:-

1. 

2. **JASPER JOHANNES MÜLLER**
KOMMISSARIS VAN EDE
PRAKTISERENDE PROKUREUR
WERDASTRAAT 3
LOERIESFONTEIN, 8185



HANTAM MUNICIPALITY

SIGNED AT Loeriesfontein on this the 18 day of MAY 2017

AS WITNESSES:-

1. 

2. **JASPER JOHANNES MÜLLER**
KOMMISSARIS VAN EDE
PRAKTISERENDE PROKUREUR
WERDASTRAAT 3
LOERIESFONTEIN, 8185



ASLA CONSTRUCTION (PTY) LTD



