

Appendix J

ADDITIONAL INFORMATION

Additional Information

J1 – Wetland Forum Minutes

J2 – Property Description

J3 – Landowner Agreement(s)

Appendix J1

ADDITIONAL INFORMATION

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KZN WETLAND FORUM (KZNWF) MEETING

Minutes

Date: 06 March 2015

Venue: Department of Water and Sanitation (DWS) Offices, Midmar Dam

Time: 08H30 – 13H30

1. Welcome Chairman welcomed all present	Action
<p>2. Signing of Attendance Register and Apologies</p> <p>2.1. In attendance</p> <ul style="list-style-type: none"> Peter Goodman (Chairman) Sanele Vilakazi (DUCT) Cherise Harris (Msunduzi) Melissa Gopaul (Msunduzi) Esmerelda Ramburran (Msunduzi) Hlengiwe Ndlovu (Sappi) Kurt Barichiev (DARD) Tanya Smith (EWT) Siyabonga Buthelezi (DWS) Zukiswa Ngcemu (SAEON) Sue Janse van Rensburg (SAEON) Douglas MacFarlane (Eco-Pulse) Mbali Kubheka (NRM) <p>2.2. Apologies</p> <ul style="list-style-type: none"> Ian Bredin Damian Walters John Scotcher Skhumbuzo Kubheka Gerhard Cilliers Harriet Davies-Mostert Dave Cox Lauren Bomford Barbara Wiseman Joyce Pope 	
<p>3. Matters Arising from the Minutes</p> <p>3.1. Bahlamhlanga pan drainage</p> <p>The Chairman reported that he had had feedback from the public protector’s office saying that the case had been closed as it was being investigated by DEA. Up until the time of the meeting, the DEA case had not yet been finalised, but was close to finalisation. On finalisation it would be submitted to the DG of DEA for a decision as to whether DEA would press charges or not.</p> <p>In discussion, forum members were not happy with the decision of the PP’s Office, as there were other issues other than the wetland issues that that</p>	<p>Chairman</p>

<p>office was asked to investigate. PP's office to be requested to reopen the case.</p> <p>Updated progress report on state of the case to be requested from DEA</p> <p>3.2. KZN Rivers Forum</p> <p>The Chairman reported that he had Ian Rushworth had approached him regarding the reestablishment of a rivers forum and whether it would encroach on the WF business. Previously it had been decided that this remains distinct from the wetlands forum and that the would therefore be no conflict.</p>	<p>Chairman</p>
<p>4. Feedback on Standing Items</p> <p>4.1. KZNWF Management</p> <p>4.1.1. Acceptance of Revised Constitution The constitution was amended and now having 50% of sector organisations and a minimum of ten members as a requirement for attendance. The constitution was then considered as adopted.</p> <p>4.1.2. Financial Management Progress R 19 790.40 had been paid to INR for the provision of the Buffers workshop. Approximately R 15 000 remained in the WF account with DUCT.</p> <p>4.2. Wetlands Celebrations/Conferences/Training</p> <p>4.2.1. World Wetlands Day (WWD) Celebration Planning for world wetlands Day discussed. It was decided to coordinate efforts timeously to ensure good preparation in advance of this event. A special meeting will be held in November to facilitate the planning for WWD.</p> <ul style="list-style-type: none"> • Members actioned to be present in Meeting. • Invite WESSA and Midlands Meander Education Program – Sue (to action for Sept meeting). • DWS will offer kits for the Forum and Siyabonga Buthelezi proposed that the Coastal and Zululand areas to be used for awareness and possibly use the RAMSAR theme. • Will be included as a standing agenda item from now on. <p>4.2.2. National Wetlands Indaba (NWI) Nothing to report.</p> <p>4.2.3. Training: Back to Basics and Specialised Training</p> <ul style="list-style-type: none"> • Soil classification course will be hosted by KZNDARD, Kurt will forward invitations which will be circulated. • Approach WESSA regarding what courses they do or could run regarding basic wetlands training targeted at municipalities. • The new committee will appoint a member to lead training and education. • Lemson and Jim Taylor will be contacted to enquire what they can offer for training needs. <p>4.3. Wetland Management Programmes</p> <p>4.3.1. KZN Wetland Inventory No report back from Ezemvelo. SK requested to report back at next meeting.</p> <p>4.3.2. Wetland Systematic Conservation Plan</p>	<p>Secretary</p> <p>Secretary</p> <p>Sue van R</p> <p>All</p> <p>Chairman</p> <p>Skhumbuzo Kubheka</p>

Appendix J2

ADDITIONAL INFORMATION

Additional Information

J1 – Wetland Forum Minutes

J2 – Property Description

J3 – Landowner Agreement(s)

Wetland: Ai. Lund's Wetland
Province: KwaZulu-Natal
Local Municipality: Kwa Sani Local Municipality (KZN432)

Farm name and number:	10839
Portion Number:	RE
SG 21 Code:	N0FS00000001083900000

Farm name and number:	7102
Portion Number:	RE
SG 21 Code:	N0FS00000000710200000

Farm name and number:	15611
Portion Number:	RE
SG 21 Code:	N0FS00000001561100000

Wetland: Bi. Ivanhoe
Province: KwaZulu-Natal
Local Municipality: Impendle Local Municipality (KZN224)

Farm name and number:	5425
Portion Number:	RE
SG 21 Code:	N0FS00000000542500000

Farm name and number:	10991
Portion Number:	1
SG 21 Code:	N0FS00000001099100001

Farm name and number:	6248
Portion Number:	RE
SG 21 Code:	N0FS00000000624800000

Farm name and number:	5358
Portion Number:	1
SG 21 Code:	N0FS00000000535800001

Wetland: Bii. Upper Lions
Province: KwaZulu-Natal
Local Municipality: uMngeni Local Municipality (KZN222)

Farm name and number:	18319
Portion Number:	RE
SG 21 Code:	N0FS00000001831900000

Farm name and number:	16004
Portion Number:	RE
SG 21 Code:	N0FS00000001600400000

Farm name and number:	1966
Portion Number:	3
SG 21 Code:	N0FS00000000196600003

Farm name and number:	1966
Portion Number:	1
SG 21 Code:	N0FS00000000196600001

Wetland: Ci. Mpophomeni
Province: KwaZulu-Natal
Local Municipality: uMngeni Local Municipality (KZN222)

Farm name and number:	1043
Portion Number:	RE
SG 21 Code:	N0FT00000000104300000

Farm name and number:	935
Portion Number:	22
SG 21 Code:	N0FT00000000093500022

Farm name and number:	935
Portion Number:	23
SG 21 Code:	N0FT00000000093500023

Farm name and number:	1043
Portion Number:	1
SG 21 Code:	N0FT00000000104300001

Farm name and number:	935
Portion Number:	24
SG 21 Code:	N0FT00000000093500024

Farm name and number:	935
Portion Number:	6
SG 21 Code:	N0FT00000000093500006

Farm name and number:	1043
Portion Number:	16
SG 21 Code:	N0FT00000000104300016

Appendix J3

ADDITIONAL INFORMATION

Additional Information

J1 – Wetland Forum Minutes

J2 – Property Description

J3 – Landowner Agreement(s)



South African National Biodiversity Institute Working for Wetlands Programme

Wetlands Survey and Inspection Consent

Property Details	
Property Type:	iSimangaliso Wetland Park
Farm Name:	Kleinspan & Tshametshe (iSimangaliso)
Surveyor-General Key:	
Province:	KZN
Uniqua Watland Number:	

Owner Details				
Owner Name: <i>(Full Names/Full Registered Name)</i>				
Person Type:	Company	Close corporation	Trust	Natural person
Registration/Identity Number:	<i>(Where applicable. For a trust, attach a copy of the latest letters of trusteeship issued by the Master of the High Court.)</i>			
Owner's chosen address for delivery of notices and documents:	Postal Address : P/ Bag X05 St. Lucia 3936	Physical Address : The Dredger Harbor St. Lucia		

I/We hereby consent to the Working for Wetlands Programme of the SA National Biodiversity Institute ("SANBI") and its appointed implementers undertaking a wetland survey and viability study, at no cost to myself, to identify possible work on my/our property for the Kleinspan & Tshametshe Project during the month of August 2010

I/We hereby agree to undertake a joint inspection of the property, at the request of SANBI. I/we hereby give ~~unhindered~~ access to surveyors to conduct the wetland survey and viability study, on the property described above of which I am the owner. Access to my/our property will be subject to prior arrangement by SANBI or its appointed implementers.

Name	AP Zolmanis	Position	CEO
Signature		Date	

Please fax or post this form to: The Planning, Monitoring and Evaluation Manager, Working for Wetlands, SA National Biodiversity Institute Private Bag X101, PRETORIA, 0001, Telephone: (012) 843 5200, Facsimile: (086) 555 9838	With a copy to:
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Subject to park rules, instructions from the designated iSimangaliso Trust Mr Carl Myhill & requirement to inform him two weeks prior to the proposed survey. The scope of works for the proposed survey also require our approval.

Page 1 of 1



South African National Biodiversity Institute Working for Wetlands Programme

Property Inspection Prior to Wetland Rehabilitation

Property Details	
Property Type:	
Registration Division:	
Farm Number:	
Portion Number:	
Farm Name:	Kleinspan & Tshamezhe (iSincangaliso)
Surveyor-General Key:	N 11
Province:	KZN
Unique Wetland Number:	N 11

Intervention Number
<i>(Where there is more than one intervention on different parts of the same property, please complete a separate form for each intervention.)</i>

Owner Details				
Owner Name: (Full Names/Full Registered Name)				
Person Type:	Company	Close corporation	Trust	Natural person
Registration/Identity Number:	<i>(Where applicable. For a trust, attach a copy of the latest letters of trusteeship issued by the Master of the High Court.)</i>			
Owner's chosen address for delivery of notices and documents: <i>(Same as on WFW001)</i>	Postal Address: P/Bag 205 St. Lucia 3936	Physical Address: The Dredger Harbor St. Lucia		

Date of Inspection	10 & 11 Aug 2010
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Property Inspection Prior to Wetland Rehabilitation

Mark the appropriate box with an X. Where necessary provide further information.

If a listed item does not apply to the farm/area where rehabilitation is being done, please state in the Remarks column.

Condition of :	Present	Very Poor	Poor	Good	Excellent	Remarks
Roads				✓		
Footpaths						
Cattle Tracks						
Store Rooms/Buildings <i>(if to be used by contractors)</i>						N/A.
Interior/Exterior :						
Doors						
Windows						
Paint						
Erosion						
Fencing :				✓		
Fencing wire				✓		
Fencing posts				✓		
Fencing gates				✓		
Litter						NIL
Watering holes						X
Water collection points						X
Water houses/pumps						X
River/stream crossings				✓		
Invasive alien plants	✓					
Fire breaks	✓					
Other: <i>(Please state)</i>						N/A.

Landowner		Provincial Coordinator			
Name		Name		Name	
Signature		Signature		Signature	
Date		Date		Date	

Photos and additional information:

N/A.



South African National Biodiversity Institute Working for Wetlands Programme

Wetlands Rehabilitation Activities Consent

Property Details	
Property Type:	
Registration Division:	
Farm Number:	
Portion Number:	
Farm Name:	
Surveyor-General Key:	
Province:	KZN
Unique Wetland Number:	

Owner Details			
Owner Name: (Full Names/Full Registered Name)			
Person Type:	Company	Close corporation	Trust
Registration/identity Number:	(Where applicable. For a trust, attach a copy of the latest letters of trusteeship issued by the Master of the High Court.)		
Owner's chosen address for delivery of notices and documents:	Postal Address : P/Bag x05 St. Lucia 3936	Physical Address : The Dredger Harbour St. Lucia	

Project Name:	
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I/We hereby consent to the Working for Wetlands Programme of the SA National Biodiversity Institute and its appointed consultants to undertake the necessary legal processes under the National Water Act (36 of 1998) and the National Environmental Management Act, as amended (107 of 1998) in order to obtain the requisite authorizations. I/We further consent to the Working for Wetlands Programme of the SA National Biodiversity Institute and its appointed implementers undertaking the wetland rehabilitation activities listed in annexure "WFW 003A" attached hereto, for the project referred to above, subject to my/our approval of the activities detailed in the relevant Wetland Rehabilitation Plan, on the property described above of which I am the owner.

Name	Zakumis AV	Position	CEO
Signature		Date	

Please fax or post this form to: The Planning, Monitoring and Evaluation Manager, Working for Wetlands, SA National Biodiversity Institute, Private Bag X101, PRETORIA, 0001, Telephone: (012) 843 5200, Facsimile: (086) 555 9838	With a copy to:
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** subject to i Summary's approval in each document and Application before it is made.*

Wetland rehabilitation activities to be carried out

[Note: To be added to/amended as appropriate]

** Please note that new EIA regulations may be published from time to time and the listed activities provided below will be updated as required by the legal requirements at the time.

Activity number ¹	Activity description
1(d) X	The construction of facilities or infrastructure, including associated structures or infrastructure, for resorts, lodges, hotels or other tourism and hospitality facilities in a protected area contemplated in the National Environmental Management: Protected Areas Act, 2003 (Act No. 57 of 2003).
1(k) X	The construction of facilities or infrastructure, including associated structures or infrastructure, for the bulk transportation of sewage and water, including storm water, in pipelines with - (i) an internal diameter of 0,36 metres or more; or (ii) a peak throughput of 120 litres per second or more.
1(m) X	The construction of facilities or infrastructure, including associated structures or infrastructure, for any purpose in the one in ten year flood line of a river or stream, or within 32 metres from the bank of a river or stream where the flood line is unknown, excluding purposes associated with existing residential use, but including - (i) canals; (ii) channels; (iii) bridges; (iv) dams; and (v) weirs.
1(v) X	The construction of facilities or infrastructure, including associated structures or infrastructure, for advertisements as defined in classes 1(a), 1(b), 1(c), 3(a), 3(b), 3(l) of the South African Manual for Outdoor Advertising Control.
3 X	The prevention of the free movement of sand, including erosion and accretion, by means of planting vegetation, placing synthetic material on dunes and exposed sand surfaces within a distance of 100 metres inland of the high-water mark of the sea.
4 X	The dredging, excavation, infilling, removal or moving of soil, sand or rock exceeding 5 cubic metres from a river, tidal lagoon, tidal river, lake, in-stream dam, floodplain or wetland.
5 X	The removal or damaging of indigenous vegetation of more than 10 square metres within a distance of 100 metres inland of the high-water mark of the sea.
6 X	The excavation, moving, removal, depositing or compacting of soil, sand, rock or rubble covering an area exceeding 10 square metres in the sea or within a distance of 100 metres inland of the high-water mark of the sea.
11 X	The decommissioning of a dam where the highest part of the dam wall, as measured from the outside toe of the wall to the highest part of the wall, is 5 metres or higher or where the high-water mark of the dam covers an area of more than 10 hectares.
12 X	The transformation or removal of indigenous vegetation of 3 hectares or more or of any size where the transformation or removal would occur within a critically endangered or an endangered ecosystem listed in terms of section 52 of the National Environmental Management: Biodiversity Act, 2004 (Act No. 10 of 2004).

¹ Activity number in Regulation 386 published in GN No. 386 of 21 April 2006 of the NEMA.



South African National Biodiversity Institute Working for Wetlands Programme

Terms and conditions for carrying out wetland rehabilitation on private land by or on behalf of the Working for Wetlands Programme of the South African National Biodiversity Institute

Definitions

1. In these terms and conditions, unless the context otherwise indicates:
 - 1.1 "**SANBI**" means the South African National Biodiversity Institute, established, organised and existing under the National Environmental Management: Biodiversity Act, No. 10 of 2004, and includes its Working for Wetlands Programme;
 - 1.2 the "**Wetland Rehabilitation Plan**" means the plan for the rehabilitation of the wetland prepared by or on behalf of SANBI to which these terms and conditions are attached;
 - 1.3 the "**Property**" means the immovable property described in the Wetland Rehabilitation Plan on which the wetland is situated and which wetland is proposed to be rehabilitated in terms of the Wetland Rehabilitation Plan;
 - 1.4 the "**Landowner**" means the owner of the Property;
 - 1.5 the "**Rehabilitation Works**" means all work required for the rehabilitation of the wetland on the Property which is set out in the Wetland Rehabilitation Plan;
 - 1.6 the "**In Principle Consent**" means any consent (under the National Water Act as well as the National Environmental Management Act, as amended) in principle given by the Landowner to SANBI prior to the preparation of the Wetland Rehabilitation Plan;
 - 1.7 "**Contractor/s**" means the independent person/s or entity/ies contracted by SANBI to carry out any survey of the Property and to perform or to assist with the performance of the Rehabilitation Works, and includes workers employed by the Contractor.

Agreement to Rehabilitation Works

2. The Landowner hereby agrees to the Rehabilitation Works being undertaken by or on behalf of SANBI on the basis set out in the Wetland Rehabilitation Plan, subject to these terms and conditions. This agreement constitutes the Landowner's consent to the Wetland Rehabilitation Plan, ^{as contemplated in any In Principle Consent.} By this agreement, the Landowner also consents to ^{all work that may have been done by or on behalf of SANBI for the Rehabilitation Works on these terms and conditions, prior to the date of signature of these terms and conditions by the Landowner.} *with 2*
3. SANBI will not charge the owner for its costs in preparing for and carrying out the Rehabilitation Works provided that the Landowner complies with all his/her obligations under these terms and conditions up to the date of completion of the Rehabilitation Works and at all times thereafter. However, the Landowner will be required to provide the support

Subject to the land owner term & conditions issued from time to time

and/or contributions to the Rehabilitation Works listed in the form attached hereto marked "WFW 004A".

Before the commencement of the Rehabilitation Works

4. The parties record that SANBI's representative has conducted an inspection of the Property with the Landowner to determine the general condition of the Property with regard to fencing, litter, erosion, quality of roads and any other aspects that may be affected by the Rehabilitation Works, and that the Wetland Rehabilitation Plan has been prepared on the basis of the results of this inspection and in consultation with the Landowner, which report has been completed and signed by SANBI's representative and the Landowner.
5. The Landowner is aware that SANBI may in its absolute discretion appoint contractor/s to assist or undertake the Rehabilitation Works and will determine the terms and conditions under which the contractors are contracted, and will be notified in writing of any contractors so appointed. *i Sanbi has to need to approve these appointments before work commences*
6. The Landowner shall provide SANBI or the contractors with ~~unhindered~~ access to the land as necessary for the completion or performance of the Rehabilitation Works. *subject to i Sanbi's conditions and rules*
7. SANBI shall notify the Landowner of the approximate date on which Rehabilitation Works are likely to commence.
8. Should the Rehabilitation Works not commence within 6 (six) months of the Landowner being so notified, SANBI may, in its sole discretion, decide not to proceed with the Rehabilitation Works and, upon written notice to the Landowner to that effect, shall have no further obligation to do so.
9. In the event that the Rehabilitation Works are to be performed on a Property which has two or more land owners, or on adjoining land owned by different land owners, the performance of the Rehabilitation Works is subject to SANBI obtaining the consent to perform the Rehabilitation Works of all the applicable land owners. In the event that SANBI is unable to obtain consent from all the applicable land owners, SANBI reserves the right to terminate or reduce the scope of the Rehabilitation Works.

In the course of the Rehabilitation Works

10. SANBI will be responsible for all negotiations and dealings with the contractors to the extent that this may be necessary.
11. ~~The Landowner~~ ^{The SANBI} must take all reasonable precautions to prevent injury to persons doing Rehabilitation Works on the land other than injuries that would normally be associated with the carrying out of the Rehabilitation Works.
12. ~~SANBI or its contractors~~ will not be liable for any acts or omissions in the execution of the Rehabilitation Works, whether negligent or not.
13. ~~The Landowner indemnifies SANBI and its contractors~~ from all claims from whatsoever cause arising resulting from the execution of the Rehabilitation Works except where those claims arise from the fraudulent or wilful conduct of SANBI or its contractors.
14. The Landowner must attend all joint inspections of which the Landowner is notified. ~~In the event of the Landowner failing to attend any inspection despite having prior notice thereof, the Landowner shall abide by any conclusions reached by SANBI pursuant to such an inspection.~~ *agreed* If, after any inspection, the parties agree that the Rehabilitation Works in an area is incomplete or inconsistent with the scope of the Rehabilitation Works as set out in the Wetland Rehabilitation Plan and that further work is required to complete the task,

SANBI will procure the completion of the Rehabilitation Works so that it is in accordance as set out in the Wetlands Rehabilitation Plan.

- Successors*
15. The Landowner shall not hinder or obstruct SANBI or its contractors in the execution of the Rehabilitation Works at any stage of the Rehabilitation Works.
 16. The Landowner shall notify SANBI of any fires that occur during the period of the Rehabilitation Works and shall endeavour to minimise the impact of such fires on the Rehabilitation Works. *SANBI acknowledges that if Simons is required to burn from time to time as part of the conservation management process.*
 17. The performance of the Rehabilitation Works is at all times subject to sufficient budgeted funding allocated to that particular project in any given financial period. In the event that SANBI is unable to commence or continue with the Rehabilitation Works due to unforeseen circumstances or due to financial constraints on that particular project in any given financial period, SANBI may at any time before or during the commencement of the Rehabilitation Works cause the postponement of the Rehabilitation Works until such time as SANBI is again able to resume the Rehabilitation Works, or to reduce the scope of the Rehabilitation Works. *Where there is an ecological risk to the work SANBI will mitigate this risk, regardless of budget.*

When the works have been completed

18. SANBI will notify the Landowner of completion of the Rehabilitation Works. SANBI or its contractor or authorised representative will as soon as possible thereafter carry out a joint inspection to determine the effectiveness of the Rehabilitation Works and shall furnish the Landowner with a certificate of completion of the Rehabilitation Works.
 19. If SANBI is of the view *in accordance with FSI no-34112* that the Rehabilitation Works has been completed to an acceptable standard, the Rehabilitation Works will be deemed to be completed ~~and the Landowner will be advised accordingly.~~
 20. SANBI will inform the Landowner of the further maintenance (including the removal of alien vegetation) and rehabilitation measures that would mitigate problems that have been assessed in the quaternary catchment and recommend possible maintenance measures to be undertaken by the Landowner, with identified support, where applicable.
 21. If the Landowner is dissatisfied with the Rehabilitation Works, the Landowner shall notify SANBI within 14 days of completion of the cause of dissatisfaction. If the Landowner fails to give such a notification to SANBI the Rehabilitation Works will be deemed to have been done in accordance with the Wetlands Rehabilitation Plan and to the full satisfaction of the Landowner.
 22. The Landowner shall not do anything (whether wilfully, negligently or otherwise) that *unless required the pool remains or to be*
 - 22.1 damages or otherwise comprises the integrity and effectiveness of the rehabilitative structures forming part of the Rehabilitation Works, or
 - 22.2 degrades the wetland being rehabilitated on the Property, nor allow any other person to do so.
- for one year after the completion of the works*
- The Landowner shall not effect any modifications and/or repairs to the rehabilitative structures without first having given SANBI prior written notice thereof and SANBI not, within 30 days of the date of that notice, having objected to those modifications and/or repairs. If SANBI does not object within the said 30 day period, the Landowner may proceed with such modifications and/or repairs.

In the event that the Landowner breaches his/her obligations in terms of this clause 22, SANBI shall be entitled to recover all of the costs of the Rehabilitation Works from the Landowner.

23. The Landowner shall notify SANBI immediately, in the event that the rehabilitative structures are destroyed or are damaged or require any material repair, and shall report to SANBI on the general state of the rehabilitative structures on SANBI's reasonable request. *it becomes aware*
24. The contract governed by these terms and conditions does not absolve the Landowner from complying with all applicable laws and regulations relating to the maintenance of wetlands on the Property. The Landowner shall, accordingly, observe and comply with all applicable laws and regulations in respect of the wetlands on the Property and the Rehabilitation Works and with all his/her obligations in terms of these terms and conditions. *work on this*
25. The Landowner shall bind any lessees or occupants of the Property and his/her successors-in-title to the Property to the terms of the contract governed by these terms and conditions. *work on this*

SANBI

Addresses for Service and Notices

26. The parties choose *domicilium citandi et executandi* for all purposes under these terms and conditions, including for the giving of any notice to the other of them in respect of the Rehabilitation Works and/or otherwise under these terms and conditions:

The Landowner: at the Property

with a copy to any other address which may have been given for the Landowner in the In Principle Consent;

SANBI: c/o Working for Wetlands
Pretoria National Botanical Gardens
2 Cussonia Avenue
Brummeria
0184
PRETORIA

Either party may change his/her/its *domicilium citandi et executandi* by 14 (fourteen) days' prior written notice to the other of them, citing the name of the project which appears in the In Principle Consent.

All notices in terms of these terms and conditions shall be sent by registered post.

Dispute Resolution

27. If any dispute or difference shall arise between the parties concerning this Agreement, such dispute or difference shall be referred to mediation. The mediation shall be conducted in private by a sole mediator who is an independent person selected by the parties or, in the event that the parties cannot agree on a mediator, or if the selected mediator cannot perform his functions, a mediator or replacement mediator appointed by the Arbitration Foundation of South Africa (AFSA). The mediator may not make any decision which is binding upon the parties concerning the resolution of the dispute, the resolution of the dispute depending solely upon the parties achieving agreement. The parties shall bear the fees and costs of the mediator and the costs of the venue in equal shares.

The mediation will be terminated upon agreement in writing between the parties, or upon one or more parties withdrawing, or the mediator informing the parties that, in his opinion, no useful purpose will be achieved by continuing the mediation, or in the event of an agreement to resolve the dispute not being reached within thirty days of the first meeting with the mediator.

Should the mediation not have induced a settlement, any party to the dispute may, within fourteen days after receipt of the mediator's opinion, refer the dispute or difference to arbitration before an arbitrator nominated by the parties or, failing agreement between them within 7 (seven) days after the arbitration has been demanded, be an attorney or advocate of at least 10 (ten) years experience appointed by AFSA. The arbitrator shall have full and free discretion with regard to the proceedings. The arbitrator's decision shall be final and binding on the parties. The arbitrator may make an award as to his costs.

The provisions of the Arbitration Act, 42 of 1965 (as may be amended or replaced from time to time), shall apply to this arbitration.

The provisions of this clause 27 shall not debar either party from applying for or obtaining urgent interim relief from any competent Court.

Request for the outcome of the above, Simons's request to have to make decision in court. 2

General provisions

- 28. No variation of, or addition to or agreed cancellation of, these terms and conditions shall be of any force or effect unless it is reduced to writing and signed by or on behalf of the parties.
- 29. No waiver or indulgence by either of the parties of whatsoever nature shall be of any force of effect, including a waiver or indulgence in respect of this clause, unless it is reduced to writing and signed by and on behalf of the parties.
- 30. If any particular provision and/or term of these terms and conditions are found to be defective or unenforceable or is cancelled for any reason (whether by any competent Court or otherwise) then the remaining provisions and/or terms shall continue to be of full force and effect. Each provision and/or term of these terms and conditions shall accordingly be construed as entirely separate and separately enforceable in the widest sense from the other provisions and/or terms hereof.

[Signature]
 DP ZACOURI CEO
 AGREED TO BY THE LANDOWNER BY HIS/HER EXECUTION OF THESE TERMS AND CONDITIONS at St Lucia on _____ 20__

in the presence of the undersigned witnesses:

As witness

Name		Name	
Capacity		Capacity	
Signature		Signature	
Date		Date	

Details of support and/or contributions to be provided by landowner :



national
biodiversity
institute

S A N B I

South African National Biodiversity Institute Working for Wetlands Programme

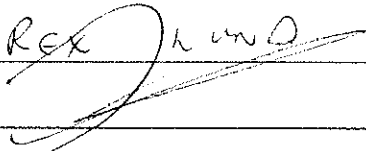
Wetlands Survey and Inspection Consent

Property Details	
Property Type:	FARMS
Farm Name:	HAZELDENE
Surveyor-General Key:	
Province:	KZN
Unique Wetland Number:	

Owner Details					
Owner Name: (Full Names/Full Registered Name)	HAZELDENE TRUST				
Person Type:	<input type="checkbox"/> Company <input type="checkbox"/> Close corporation <input checked="" type="checkbox"/> Trust <input type="checkbox"/> Natural person				
Registration/Identity Number:	7408145205082 <i>(Where applicable. For a trust, attach a copy of the latest letters of trusteeship issued by the Master of the High Court.)</i>				
Owner's chosen address for delivery of notices and documents:	<table border="0"> <tr> <td>Postal Address :</td> <td>Physical Address :</td> </tr> <tr> <td>BOX 3, HOMEVILLE, 3256</td> <td>HAZELDENE FARM HOTENI RD HOMEVILLE.</td> </tr> </table>	Postal Address :	Physical Address :	BOX 3, HOMEVILLE, 3256	HAZELDENE FARM HOTENI RD HOMEVILLE.
Postal Address :	Physical Address :				
BOX 3, HOMEVILLE, 3256	HAZELDENE FARM HOTENI RD HOMEVILLE.				

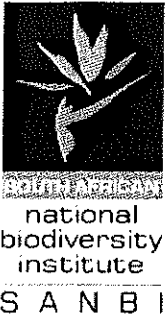
I/We hereby consent to the Working for Wetlands Programme of the SA National Biodiversity Institute ("SANBI") and its appointed implementers undertaking a wetland survey and viability study, at no cost to myself, to identify possible work on my/our property for the KZN SOUTH Project during the month of JUNE 2015.

I/We hereby agree to undertake a joint inspection of the property, at the request of SANBI. I/we hereby give unhindered access to surveyors to conduct the wetland survey and viability study, on the property described above of which I am the owner. Access to my/our property will be subject to prior arrangement by SANBI or its appointed implementers.

Name		Position	CO-OWNER
Signature		Date	12 JUNE 2015

Please fax or post this form to: The Planning, Monitoring and Evaluation Manager, Working for Wetlands, SA National Biodiversity Institute Private Bag X101, PRETORIA, 0001, Telephone: (012) 843 5200, Facsimile: (086) 555 9838	With a copy to: _____ _____ _____
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South African National Biodiversity Institute Working for Wetlands Programme

Property Inspection Prior to Wetland Rehabilitation

Property Details	
Property Type:	FARM
Registration Division:	
Farm Number:	
Portion Number:	
Farm Name:	HAZELDENE
Surveyor-General Key:	
Province:	KZN
Unique Wetland Number:	

Intervention Number
(Where there is more than one intervention on different parts of the same property, please complete a separate form for each intervention.)

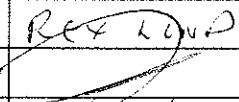
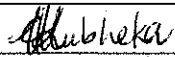
Owner Details	
Owner Name: (Full Names/Full Registered Name)	HAZELDENE TRUST
Person Type:	<input type="checkbox"/> Company <input type="checkbox"/> Close corporation <input checked="" type="checkbox"/> Trust <input type="checkbox"/> Natural person
Registration/Identity Number:	7408145205082 <i>(Where applicable. For a trust, attach a copy of the latest letters of trusteeship issued by the Master of the High Court.)</i>
Owner's chosen address for delivery of notices and documents: <i>(Same as on WFW001)</i>	Postal Address : P. O. BOX 3 HIMEVILLE, 3256 Physical Address : HAZELDENE FARM, HIMEVILLE

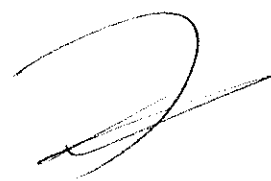
Date of Inspection	12 JUNE 2015
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Property Inspection Prior to Wetland Rehabilitation

Mark the appropriate box with an X. Where necessary provide further information.
If a listed item does not apply to the farm/area where rehabilitation is being done, please state in the Remarks column.

Condition of :	Present	Very Poor	Poor	Good	Excellent	Remarks
Roads				X		
Footpaths				X		
Cattle Tracks			X			
Store Rooms/Buildings <i>(if to be used by contractors)</i>						N/A
Interior/Exterior :						"
Doors						"
Windows						"
Paint						"
Erosion						NONE
Fencing :				X		
Fencing wire				X		
Fencing posts				X		
Fencing gates				X		
Litter						NONE
Watering holes						N/A
Water collection points						N/A
Water houses/pumps						N/A
River/stream crossings				X		
Invasive alien plants	X					Glycertya
Fire breaks	X					
Other: <i>(Please state)</i>						

Landowner		Provincial Coordinator			
Name	REFUND	Name	Mbalu Kubheka	Name	
Signature		Signature		Signature	
Date	12/06/2015	Date	12/06/2015	Date	





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South African National Biodiversity Institute Working for Wetlands Programme

Wetlands Rehabilitation Activities Consent

Property Details	
Property Type:	FARM
Registration Division:	
Farm Number:	
Portion Number:	
Farm Name:	HAZELDENE
Surveyor-General Key:	
Province:	KZN
Unique Wetland Number:	

Owner Details			
Owner Name: (Full Names/Full Registered Name)	HAZELDENE TRUST		
Person Type:	Company	Close corporation	<input checked="" type="checkbox"/> Trust <input type="checkbox"/> Natural person
Registration/Identity Number:	7408145205082 (Where applicable. For a trust, attach a copy of the latest letters of trusteeship issued by the Master of the High Court.)		
Owner's chosen address for delivery of notices and documents:	Postal Address :	Physical Address :	
	P.O. BOX 3 HIMEVILLE, 3256	HAZELDENE FARM, HIMEVILLE	

Project Name:	KZN SOUTH
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I/We hereby consent to the Working for Wetlands Programme of the SA National Biodiversity Institute and its appointed consultants to undertake the necessary legal processes under the National Water Act (36 of 1998) and the National Environmental Management Act, as amended (107 of 1998) in order to obtain the requisite authorizations. I/We further consent to the Working for Wetlands Programme of the SA National Biodiversity Institute and its appointed implementers undertaking the wetland rehabilitation activities listed in annexure "WFW 003A" attached hereto, for the project referred to above, subject to my/our approval of the activities detailed in the relevant Wetland Rehabilitation Plan, on the property described above of which I am the owner.

Name	REX NIND	Position	CO-OWNER
Signature		Date	12 JUNE 2015

<p>Please fax or post this form to:</p> <p>The Planning, Monitoring and Evaluation Manager, Working for Wetlands, SA National Biodiversity Institute, Private Bag X101, PRETORIA, 0001, Telephone: (012) 843 5200, Facsimile: (086) 555 9838</p>	<p>With a copy to:</p> <p>.....</p> <p>.....</p> <p>.....</p>
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Wetland rehabilitation activities to be carried out

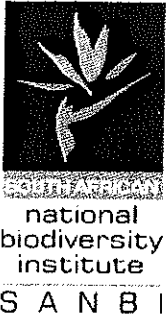
[Note: To be added to/amended as appropriate]

** Please note that new EIA regulations may be published from time to time and the listed activities provided below will be updated as required by the legal requirements at the time.

Activity number ¹ .	Activity description
1(d)	The construction of facilities or infrastructure, including associated structures or infrastructure, for resorts, lodges, hotels or other tourism and hospitality facilities in a protected area contemplated in the National Environmental Management: Protected Areas Act, 2003 (Act No. 57 of 2003).
1(k)	The construction of facilities or infrastructure, including associated structures or infrastructure, for the bulk transportation of sewage and water, including storm water, in pipelines with - <ul style="list-style-type: none"> (i) an internal diameter of 0,36 metres or more; or (ii) a peak throughput of 120 litres per second or more.
1(m)	The construction of facilities or infrastructure, including associated structures or infrastructure, for any purpose in the one in ten year flood line of a river or stream, or within 32 metres from the bank of a river or stream where the flood line is unknown, excluding purposes associated with existing residential use, but including - <ul style="list-style-type: none"> (i) canals; (ii) channels; (iii) bridges; (iv) dams; and (v) weirs.
1(v)	The construction of facilities or infrastructure, including associated structures or infrastructure, for advertisements as defined in classes 1(a), 1(b), 1(c), 3(a), 3(b), 3(l) of the South African Manual for Outdoor Advertising Control.
3	The prevention of the free movement of sand, including erosion and accretion, by means of planting vegetation, placing synthetic material on dunes and exposed sand surfaces within a distance of 100 metres inland of the high-water mark of the sea.
4	The dredging, excavation, infilling, removal or moving of soil, sand or rock exceeding 5 cubic metres from a river, tidal lagoon, tidal river, lake, in-stream dam, floodplain or wetland.
5	The removal or damaging of indigenous vegetation of more than 10 square metres within a distance of 100 metres inland of the high-water mark of the sea.
6	The excavation, moving, removal, depositing or compacting of soil, sand, rock or rubble covering an area exceeding 10 square metres in the sea or within a distance of 100 metres inland of the high-water mark of the sea.
11	The decommissioning of a dam where the highest part of the dam wall, as measured from the outside toe of the wall to the highest part of the wall, is 5 metres or higher or where the high-water mark of the dam covers an area of more than 10 hectares.
12	The transformation or removal of indigenous vegetation of 3 hectares or more or of any size where the transformation or removal would occur within a critically endangered or an endangered ecosystem listed in terms of section 52 of the National Environmental Management: Biodiversity Act, 2004 (Act No. 10 of 2004).

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¹ Activity number in Regulation 386 published in GN No. 386 of 21 April 2006 of the NEMA.



South African National Biodiversity Institute Working for Wetlands Programme

Terms and conditions for carrying out wetland rehabilitation on private land by or on behalf of the Working for Wetlands Programme of the South African National Biodiversity Institute

Definitions

1. In these terms and conditions, unless the context otherwise indicates:
 - 1.1 "**SANBI**" means the South African National Biodiversity Institute, established, organised and existing under the National Environmental Management: Biodiversity Act, No. 10 of 2004, and includes its Working for Wetlands Programme;
 - 1.2 the "**Wetland Rehabilitation Plan**" means the plan for the rehabilitation of the wetland prepared by or on behalf of SANBI to which these terms and conditions are attached;
 - 1.3 the "**Property**" means the immovable property described in the Wetland Rehabilitation Plan on which the wetland is situated and which wetland is proposed to be rehabilitated in terms of the Wetland Rehabilitation Plan;
 - 1.4 the "**Landowner**" means the owner of the Property;
 - 1.5 the "**Rehabilitation Works**" means all work required for the rehabilitation of the wetland on the Property which is set out in the Wetland Rehabilitation Plan;
 - 1.6 the "**In Principle Consent**" means any consent (under the National Water Act as well as the National Environmental Management Act, as amended) in principle given by the Landowner to SANBI prior to the preparation of the Wetland Rehabilitation Plan;
 - 1.7 "**Contractor/s**" means the independent person/s or entity/ies contracted by SANBI to carry out any survey of the Property and to perform or to assist with the performance of the Rehabilitation Works, and includes workers employed by the Contractor.

Agreement to Rehabilitation Works

2. The Landowner hereby agrees to the Rehabilitation Works being undertaken by or on behalf of SANBI on the basis set out in the Wetland Rehabilitation Plan, subject to these terms and conditions. This agreement constitutes the Landowner's consent to the Wetland Rehabilitation Plan, as contemplated in any In Principle Consent. By this agreement, the Landowner also consents to all work that may have been done by or on behalf of SANBI for the Rehabilitation Works on these terms and conditions, prior to the date of signature of these terms and conditions by the Landowner.
3. SANBI will not charge the owner for its costs in preparing for and carrying out the Rehabilitation Works provided that the Landowner complies with all his/her obligations under these terms and conditions up to the date of completion of the Rehabilitation Works and at all times thereafter. However, the Landowner will be required to provide the support

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and/or contributions to the Rehabilitation Works listed in the form attached hereto marked "WFW 004A".

Before the commencement of the Rehabilitation Works

4. The parties record that SANBI's representative has conducted an inspection of the Property with the Landowner to determine the general condition of the Property with regard to fencing, litter, erosion, quality of roads and any other aspects that may be affected by the Rehabilitation Works, and that the Wetland Rehabilitation Plan has been prepared on the basis of the results of this inspection and in consultation with the Landowner, which report has been completed and signed by SANBI's representative and the Landowner.
5. The Landowner is aware that SANBI may in its absolute discretion appoint contractor/s to assist or undertake the Rehabilitation Works and will determine the terms and conditions under which the contractors are contracted, and will be notified in writing of any contractors so appointed.
6. The Landowner shall provide SANBI or the contractors with unhindered access to the land as necessary for the completion or performance of the Rehabilitation Works.
7. SANBI shall notify the Landowner of the approximate date on which Rehabilitation Works are likely to commence.
8. Should the Rehabilitation Works not commence within 6 (six) months of the Landowner being so notified, SANBI may, in its sole discretion, decide not to proceed with the Rehabilitation Works and, upon written notice to the Landowner to that effect, shall have no further obligation to do so.
9. In the event that the Rehabilitation Works are to be performed on a Property which has two or more land owners, or on adjoining land owned by different land owners, the performance of the Rehabilitation Works is subject to SANBI obtaining the consent to perform the Rehabilitation Works of all the applicable land owners. In the event that SANBI is unable to obtain consent from all the applicable land owners, SANBI reserves the right to terminate or reduce the scope of the Rehabilitation Works.

In the course of the Rehabilitation Works

10. SANBI will be responsible for all negotiations and dealings with the contractors to the extent that this may be necessary.
11. The Landowner must take all reasonable precautions to prevent injury to persons doing Rehabilitation Works on the land other than injuries that would normally be associated with the carrying out of the Rehabilitation Works.
12. SANBI or its contractors will not be liable for any acts or omissions in the execution of the Rehabilitation Works, whether negligent or not.
13. The Landowner indemnifies SANBI and its contractors from all claims from whatsoever cause arising resulting from the execution of the Rehabilitation Works except where those claims arise from the fraudulent or wilful conduct of SANBI or its contractors.
14. The Landowner must attend all joint inspections of which the Landowner is notified. In the event of the Landowner failing to attend any inspection despite having prior notice thereof, the Landowner shall abide by any conclusions reached by SANBI pursuant to such an inspection. If, after any inspection, the parties agree that the Rehabilitation Works in an area is incomplete or inconsistent with the scope of the Rehabilitation Works as set out in the Wetland Rehabilitation Plan and that further work is required to complete the task,

SANBI will procure the completion of the Rehabilitation Works so that it is in accordance as set out in the Wetlands Rehabilitation Plan.

15. The Landowner shall not hinder or obstruct SANBI or its contractors in the execution of the Rehabilitation Works at any stage of the Rehabilitation Works.
16. The Landowner shall notify SANBI of any fires that occur during the period of the Rehabilitation Works and shall endeavour to minimise the impact of such fires on the Rehabilitation Works.
17. The performance of the Rehabilitation Works is at all times subject to sufficient budgeted funding allocated to that particular project in any given financial period. In the event that SANBI is unable to commence or continue with the Rehabilitation Works due to unforeseen circumstances or due to financial constraints on that particular project in any given financial period, SANBI may at any time before or during the commencement of the Rehabilitation Works cause the postponement of the Rehabilitation Works until such time as SANBI is again able to resume the Rehabilitation Works, or to reduce the scope of the Rehabilitation Works.

When the works have been completed

18. SANBI will notify the Landowner of completion of the Rehabilitation Works. SANBI or its contractor or authorised representative will as soon as possible thereafter carry out a joint inspection to determine the effectiveness of the Rehabilitation Works and shall furnish the Landowner with a certificate of completion of the Rehabilitation Works.
19. If SANBI is of the view that the Rehabilitation Works has been completed to an acceptable standard, the Rehabilitation Works will be deemed to be completed and the Landowner will be advised accordingly.
20. SANBI will inform the Landowner of the further maintenance (including the removal of alien vegetation) and rehabilitation measures that would mitigate problems that have been assessed in the quaternary catchment and recommend possible maintenance measures to be undertaken by the Landowner, with identified support, where applicable.
21. If the Landowner is dissatisfied with the Rehabilitation Works, the Landowner shall notify SANBI within 14 days of completion of the cause of dissatisfaction. If the Landowner fails to give such a notification to SANBI the Rehabilitation Works will be deemed to have been done in accordance with the Wetlands Rehabilitation Plan and to the full satisfaction of the Landowner.
22. The Landowner shall not do anything (whether wilfully, negligently or otherwise) that:
 - 22.1 damages or otherwise comprises the integrity and effectiveness of the rehabilitative structures forming part of the Rehabilitation Works, or
 - 22.2 degrades the wetland being rehabilitated on the Property, nor allow any other person to do so.

The Landowner shall not effect any modifications and/or repairs to the rehabilitative structures without first having given SANBI prior written notice thereof and SANBI not, within 30 days of the date of that notice, having objected to those modifications and/or repairs. If SANBI does not object within the said 30 day period, the Landowner may proceed with such modifications and/or repairs.

In the event that the Landowner breaches his/her obligations in terms of this clause 22, SANBI shall be entitled to recover all of the costs of the Rehabilitation Works from the Landowner.

23. The Landowner shall notify SANBI immediately in the event that the rehabilitative structures are destroyed or are damaged or require any material repair, and shall report to SANBI on the general state of the rehabilitative structures on SANBI's reasonable request.
24. The contract governed by these terms and conditions does not absolve the Landowner from complying with all applicable laws and regulations relating to the maintenance of wetlands on the Property. The Landowner shall, accordingly, observe and comply with all applicable laws and regulations in respect of the wetlands on the Property and the Rehabilitation Works and with all his/her obligations in terms of these terms and conditions.
25. The Landowner shall bind any lessees or occupants of the Property and his/her successors-in-title to the Property to the terms of the contract governed by these terms and conditions.

Addresses for Service and Notices

26. The parties choose *domicilium citandi et executandi* for all purposes under these terms and conditions, including for the giving of any notice to the other of them in respect of the Rehabilitation Works and/or otherwise under these terms and conditions:

The Landowner: at the Property

with a copy to any other address which may have been given for the Landowner in the In Principle Consent;

SANBI: c/o Working for Wetlands
Pretoria National Botanical Gardens
2 Cussonia Avenue
Brummeria
0184
PRETORIA

Either party may change his/her/its *domicilium citandi et executandi* by 14 (fourteen) days' prior written notice to the other of them, citing the name of the project which appears in the In Principle Consent.

All notices in terms of these terms and conditions shall be sent by registered post.

Dispute Resolution

27. If any dispute or difference shall arise between the parties concerning this Agreement, such dispute or difference shall be referred to mediation. The mediation shall be conducted in private by a sole mediator who is an independent person selected by the parties or, in the event that the parties cannot agree on a mediator, or if the selected mediator cannot perform his functions, a mediator or replacement mediator appointed by the Arbitration Foundation of South Africa (AFSA). The mediator may not make any decision which is binding upon the parties concerning the resolution of the dispute, the resolution of the dispute depending solely upon the parties achieving agreement. The parties shall bear the fees and costs of the mediator and the costs of the venue in equal shares.

The mediation will be terminated upon agreement in writing between the parties, or upon one or more parties withdrawing, or the mediator informing the parties that, in his opinion, no useful purpose will be achieved by continuing the mediation, or in the event of an agreement to resolve the dispute not being reached within thirty days of the first meeting with the mediator.

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Should the mediation not have induced a settlement, any party to the dispute may, within fourteen days after receipt of the mediator's opinion, refer the dispute or difference to arbitration before an arbitrator nominated by the parties or, failing agreement between them within 7 (seven) days after the arbitration has been demanded, be an attorney or advocate of at least 10 (ten) years experience appointed by AFSA. The arbitrator shall have full and free discretion with regard to the proceedings. The arbitrator's decision shall be final and binding on the parties. The arbitrator may make an award as to his costs.

The provisions of the Arbitration Act, 42 of 1965 (as may be amended or replaced from time to time), shall apply to this arbitration.

The provisions of this clause 27 shall not debar either party from applying for or obtaining urgent interim relief from any competent Court.

General provisions

28. No variation of, or addition to or agreed cancellation of, these terms and conditions shall be of any force or effect unless it is reduced to writing and signed by or on behalf of the parties.
29. No waiver or indulgence by either of the parties of whatsoever nature shall be of any force of effect, including a waiver or indulgence in respect of this clause, unless it is reduced to writing and signed by and on behalf of the parties.
30. If any particular provision and/or term of these terms and conditions are found to be defective or unenforceable or is cancelled for any reason (whether by any competent Court or otherwise) then the remaining provisions and/or terms shall continue to be of full force and effect. Each provision and/or term of these terms and conditions shall accordingly be construed as entirely separate and separately enforceable in the widest sense from the other provisions and/or terms hereof.

AGREED TO BY THE LANDOWNER BY HIS/HER EXECUTION OF THESE TERMS AND CONDITIONS at HIMEVILLE on 12 JUNE 2015

in the presence of the undersigned witnesses:

REX LUND

As witness

Name	Mbali Kubheka	Name	
Capacity	Provincial Coordinator	Capacity	
Signature	<i>Mbali Kubheka</i>	Signature	
Date	12/06/2015	Date	



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S A N B I

South African National Biodiversity Institute Working for Wetlands Programme

Wetlands Survey and Inspection Consent

Property Details	
Property Type:	FARM
Farm Name:	GLENCAIRN
Surveyor-General Key:	
Province:	KZN
Unique Wetland Number:	

Owner Details	
Owner Name: <i>(Full Names/Full Registered Name)</i>	DEREK WATSON
Person Type:	<input type="checkbox"/> Company <input type="checkbox"/> Close corporation <input checked="" type="checkbox"/> Trust <input type="checkbox"/> Natural person
Registration/Identity Number:	571115052083 <i>(Where applicable. For a trust, attach a copy of the latest letters of trusteeship issued by the Master of the High Court.)</i>
Owner's chosen address for delivery of notices and documents:	Postal Address: BOX 135 HIMEVILLE, 3256 Physical Address: OLD INCHGARTH, HIMEVILLE

I/We hereby consent to the Working for Wetlands Programme of the SA National Biodiversity Institute ("SANBI") and its appointed implementers undertaking a wetland survey and viability study, at no cost to myself, to identify possible work on my/our property for the

KZN SOUTH Project during the month of JUNE 2015

I/We hereby agree to undertake a joint inspection of the property, at the request of SANBI. I/we hereby give unhindered access to surveyors to conduct the wetland survey and viability study, on the property described above of which I am the owner. Access to my/our property will be subject to prior arrangement by SANBI or its appointed implementers.

Name	D.M. WATSON	Position	OWNER
Signature		Date	12 JUNE 2015

Please fax or post this form to: The Planning, Monitoring and Evaluation Manager, Working for Wetlands, SA National Biodiversity Institute Private Bag X101, PRETORIA, 0001, Telephone: (012) 843 5200, Facsimile: (086) 555 9838	With a copy to: _____ _____ _____
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South African National Biodiversity Institute Working for Wetlands Programme

Property Inspection Prior to Wetland Rehabilitation

Property Details	
Property Type:	FARM
Registration Division:	
Farm Number:	
Portion Number:	
Farm Name:	GLENCAIRN
Surveyor-General Key:	
Province:	KZN
Unique Wetland Number:	

Intervention Number
(Where there is more than one intervention on different parts of the same property, please complete a separate form for each intervention.)

Owner Details	
Owner Name: <small>(Full Names/Full Registered Name)</small>	DEREK WATSON
Person Type:	<input type="checkbox"/> Company <input type="checkbox"/> Close corporation <input checked="" type="checkbox"/> Trust <input type="checkbox"/> Natural person
Registration/Identity Number:	5711115052083 <small>(Where applicable. For a trust, attach a copy of the latest letters of trusteeship issued by the Master of the High Court.)</small>
Owner's chosen address for delivery of notices and documents: <small>(Same as on WFW001)</small>	Postal Address : P.O. BOX 135
	Physical Address : OLD
	HIMEVILLE, 3256 INCHGARTH, HIMEVILLE

Date of Inspection	12 JUNE 2015
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Property Inspection Prior to Wetland Rehabilitation

Mark the appropriate box with an X. Where necessary provide further information.
If a listed item does not apply to the farm/area where rehabilitation is being done, please state in the Remarks column.

Condition of :	Present	Very Poor	Poor	Good	Excellent	Remarks
Roads				X		
Footpaths				X		
Cattle Tracks			X			
Store Rooms/Buildings <i>(if to be used by contractors)</i>						N/A
Interior/Exterior :						N/A
Doors						N/A
Windows						N/A
Paint						N/A
Erosion	X					MINOR
Fencing :						
Fencing wire				X		
Fencing posts				X		
Fencing gates				X		
Litter						N/A
Watering holes						N/A
Water collection points						N/A
Water houses/pumps						N/A
River/stream crossings				X		
Invasive alien plants	X					Glyceria
Fire breaks				X		
Other: <i>(Please state)</i>						

Landowner		Provincial Coordinator			
Name	D. M. WATSON	Name	Migali Kubheka	Name	
Signature	<i>D. M. Watson</i>	Signature	<i>Migali Kubheka</i>	Signature	
Date	12/06/2015	Date	12/06/2015	Date	



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S A N B I

South African National Biodiversity Institute Working for Wetlands Programme

Wetlands Rehabilitation Activities Consent

Property Details	
Property Type:	FARM
Registration Division:	
Farm Number:	
Portion Number:	
Farm Name:	GLEN CAIRN
Surveyor-General Key:	
Province:	KZN
Unique Wetland Number:	

Owner Details	
Owner Name: (Full Names/Full Registered Name)	DEREK WATSON
Person Type:	<input type="checkbox"/> Company <input type="checkbox"/> Close corporation <input checked="" type="checkbox"/> Trust <input type="checkbox"/> Natural person
Registration/Identity Number:	571115052083 <small>(Where applicable. For a trust, attach a copy of the latest letters of trusteeship issued by the Master of the High Court.)</small>
Owner's chosen address for delivery of notices and documents:	Postal Address: P. O. BOX 135
	Physical Address: OLD
	HIMEVILLE, 3256
	INCHGARTH, HIMEVILLE

Project Name:	KZN SOUTH
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I/We hereby consent to the Working for Wetlands Programme of the SA National Biodiversity Institute and its appointed consultants to undertake the necessary legal processes under the National Water Act (36 of 1998) and the National Environmental Management Act, as amended (107 of 1998) in order to obtain the requisite authorizations. I/We further consent to the Working for Wetlands Programme of the SA National Biodiversity Institute and its appointed implementers undertaking the wetland rehabilitation activities listed in annexure "WFW 003A" attached hereto, for the project referred to above, subject to my/our approval of the activities detailed in the relevant Wetland Rehabilitation Plan, on the property described above of which I am the owner.

Name	D.M. WATSON	Position	OWNER.
Signature	<i>D.M. Watson</i>	Date	12 JUNE 2015

Please fax or post this form to: The Planning, Monitoring and Evaluation Manager, Working for Wetlands, SA National Biodiversity Institute, Private Bag X101, PRETORIA, 0001, Telephone: (012) 843 5200, Facsimile: (086) 555 9838	With a copy to: _____ _____ _____
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Wetland rehabilitation activities to be carried out

[Note: To be added to/amended as appropriate]

** Please note that new EIA regulations may be published from time to time and the listed activities provided below will be updated as required by the legal requirements at the time.

Activity number ¹ .	Activity description
1(d)	The construction of facilities or infrastructure, including associated structures or infrastructure, for resorts, lodges, hotels or other tourism and hospitality facilities in a protected area contemplated in the National Environmental Management: Protected Areas Act, 2003 (Act No. 57 of 2003).
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1(m)	The construction of facilities or infrastructure, including associated structures or infrastructure, for any purpose in the one in ten year flood line of a river or stream, or within 32 metres from the bank of a river or stream where the flood line is unknown, excluding purposes associated with existing residential use, but including - (i) canals; (ii) channels; (iii) bridges; (iv) dams; and (v) weirs.
1(v)	The construction of facilities or infrastructure, including associated structures or infrastructure, for advertisements as defined in classes 1(a), 1(b), 1(c), 3(a), 3(b), 3(l) of the South African Manual for Outdoor Advertising Control.
3	The prevention of the free movement of sand, including erosion and accretion, by means of planting vegetation, placing synthetic material on dunes and exposed sand surfaces within a distance of 100 metres inland of the high-water mark of the sea.
4	The dredging, excavation, infilling, removal or moving of soil, sand or rock exceeding 5 cubic metres from a river, tidal lagoon, tidal river, lake, in-stream dam, floodplain or wetland.
5	The removal or damaging of indigenous vegetation of more than 10 square metres within a distance of 100 metres inland of the high-water mark of the sea.
6	The excavation, moving, removal, depositing or compacting of soil, sand, rock or rubble covering an area exceeding 10 square metres in the sea or within a distance of 100 metres inland of the high-water mark of the sea.
11	The decommissioning of a dam where the highest part of the dam wall, as measured from the outside toe of the wall to the highest part of the wall, is 5 metres or higher or where the high-water mark of the dam covers an area of more than 10 hectares.
12	The transformation or removal of indigenous vegetation of 3 hectares or more or of any size where the transformation or removal would occur within a critically endangered or an endangered ecosystem listed in terms of section 52 of the National Environmental Management: Biodiversity Act, 2004 (Act No. 10 of 2004).

D. WATSON

¹ Activity number in Regulation 386 published in GN No. 386 of 21 April 2006 of the NEMA.



South African National Biodiversity Institute Working for Wetlands Programme

Terms and conditions for carrying out wetland rehabilitation on private land by or on behalf of the Working for Wetlands Programme of the South African National Biodiversity Institute

Definitions

1. In these terms and conditions, unless the context otherwise indicates:
 - 1.1 "**SANBI**" means the South African National Biodiversity Institute, established, organised and existing under the National Environmental Management: Biodiversity Act, No. 10 of 2004, and includes its Working for Wetlands Programme;
 - 1.2 the "**Wetland Rehabilitation Plan**" means the plan for the rehabilitation of the wetland prepared by or on behalf of SANBI to which these terms and conditions are attached;
 - 1.3 the "**Property**" means the immovable property described in the Wetland Rehabilitation Plan on which the wetland is situated and which wetland is proposed to be rehabilitated in terms of the Wetland Rehabilitation Plan;
 - 1.4 the "**Landowner**" means the owner of the Property;
 - 1.5 the "**Rehabilitation Works**" means all work required for the rehabilitation of the wetland on the Property which is set out in the Wetland Rehabilitation Plan;
 - 1.6 the "**In Principle Consent**" means any consent (under the National Water Act as well as the National Environmental Management Act, as amended) in principle given by the Landowner to SANBI prior to the preparation of the Wetland Rehabilitation Plan;
 - 1.7 "**Contractor/s**" means the independent person/s or entity/ies contracted by SANBI to carry out any survey of the Property and to perform or to assist with the performance of the Rehabilitation Works, and includes workers employed by the Contractor.

Agreement to Rehabilitation Works

2. The Landowner hereby agrees to the Rehabilitation Works being undertaken by or on behalf of SANBI on the basis set out in the Wetland Rehabilitation Plan, subject to these terms and conditions. This agreement constitutes the Landowner's consent to the Wetland Rehabilitation Plan, as contemplated in any In Principle Consent. By this agreement, the Landowner also consents to all work that may have been done by or on behalf of SANBI for the Rehabilitation Works on these terms and conditions, prior to the date of signature of these terms and conditions by the Landowner.
3. SANBI will not charge the owner for its costs in preparing for and carrying out the Rehabilitation Works provided that the Landowner complies with all his/her obligations under these terms and conditions up to the date of completion of the Rehabilitation Works and at all times thereafter. However, the Landowner will be required to provide the support

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and/or contributions to the Rehabilitation Works listed in the form attached hereto marked "WFW 004A".

Before the commencement of the Rehabilitation Works

4. The parties record that SANBI's representative has conducted an inspection of the Property with the Landowner to determine the general condition of the Property with regard to fencing, litter, erosion, quality of roads and any other aspects that may be affected by the Rehabilitation Works, and that the Wetland Rehabilitation Plan has been prepared on the basis of the results of this inspection and in consultation with the Landowner, which report has been completed and signed by SANBI's representative and the Landowner.
5. The Landowner is aware that SANBI may in its absolute discretion appoint contractor/s to assist or undertake the Rehabilitation Works and will determine the terms and conditions under which the contractors are contracted, and will be notified in writing of any contractors so appointed.
6. The Landowner shall provide SANBI or the contractors with unhindered access to the land as necessary for the completion or performance of the Rehabilitation Works.
7. SANBI shall notify the Landowner of the approximate date on which Rehabilitation Works are likely to commence.
8. Should the Rehabilitation Works not commence within 6 (six) months of the Landowner being so notified, SANBI may, in its sole discretion, decide not to proceed with the Rehabilitation Works and, upon written notice to the Landowner to that effect, shall have no further obligation to do so.
9. In the event that the Rehabilitation Works are to be performed on a Property which has two or more land owners, or on adjoining land owned by different land owners, the performance of the Rehabilitation Works is subject to SANBI obtaining the consent to perform the Rehabilitation Works of all the applicable land owners. In the event that SANBI is unable to obtain consent from all the applicable land owners, SANBI reserves the right to terminate or reduce the scope of the Rehabilitation Works.

In the course of the Rehabilitation Works

10. SANBI will be responsible for all negotiations and dealings with the contractors to the extent that this may be necessary.
11. The Landowner must take all reasonable precautions to prevent injury to persons doing Rehabilitation Works on the land other than injuries that would normally be associated with the carrying out of the Rehabilitation Works.
12. SANBI or its contractors will not be liable for any acts or omissions in the execution of the Rehabilitation Works, whether negligent or not.
13. The Landowner indemnifies SANBI and its contractors from all claims from whatsoever cause arising resulting from the execution of the Rehabilitation Works except where those claims arise from the fraudulent or wilful conduct of SANBI or its contractors.
14. The Landowner must attend all joint inspections of which the Landowner is notified. In the event of the Landowner failing to attend any inspection despite having prior notice thereof, the Landowner shall abide by any conclusions reached by SANBI pursuant to such an inspection. If, after any inspection, the parties agree that the Rehabilitation Works in an area is incomplete or inconsistent with the scope of the Rehabilitation Works as set out in the Wetland Rehabilitation Plan and that further work is required to complete the task,

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SANBI will procure the completion of the Rehabilitation Works so that it is in accordance as set out in the Wetlands Rehabilitation Plan.

15. The Landowner shall not hinder or obstruct SANBI or its contractors in the execution of the Rehabilitation Works at any stage of the Rehabilitation Works.
16. The Landowner shall notify SANBI of any fires that occur during the period of the Rehabilitation Works and shall endeavour to minimise the impact of such fires on the Rehabilitation Works.
17. The performance of the Rehabilitation Works is at all times subject to sufficient budgeted funding allocated to that particular project in any given financial period. In the event that SANBI is unable to commence or continue with the Rehabilitation Works due to unforeseen circumstances or due to financial constraints on that particular project in any given financial period, SANBI may at any time before or during the commencement of the Rehabilitation Works cause the postponement of the Rehabilitation Works until such time as SANBI is again able to resume the Rehabilitation Works, or to reduce the scope of the Rehabilitation Works.

When the works have been completed

18. SANBI will notify the Landowner of completion of the Rehabilitation Works. SANBI or its contractor or authorised representative will as soon as possible thereafter carry out a joint inspection to determine the effectiveness of the Rehabilitation Works and shall furnish the Landowner with a certificate of completion of the Rehabilitation Works.
19. If SANBI is of the view that the Rehabilitation Works has been completed to an acceptable standard, the Rehabilitation Works will be deemed to be completed and the Landowner will be advised accordingly.
20. SANBI will inform the Landowner of the further maintenance (including the removal of alien vegetation) and rehabilitation measures that would mitigate problems that have been assessed in the quaternary catchment and recommend possible maintenance measures to be undertaken by the Landowner, with identified support, where applicable.
21. If the Landowner is dissatisfied with the Rehabilitation Works, the Landowner shall notify SANBI within 14 days of completion of the cause of dissatisfaction. If the Landowner fails to give such a notification to SANBI the Rehabilitation Works will be deemed to have been done in accordance with the Wetlands Rehabilitation Plan and to the full satisfaction of the Landowner.
22. The Landowner shall not do anything (whether wilfully, negligently or otherwise) that:
 - 22.1 damages or otherwise comprises the integrity and effectiveness of the rehabilitative structures forming part of the Rehabilitation Works, or
 - 22.2 degrades the wetland being rehabilitated on the Property, nor allow any other person to do so.

The Landowner shall not effect any modifications and/or repairs to the rehabilitative structures without first having given SANBI prior written notice thereof and SANBI not, within 30 days of the date of that notice, having objected to those modifications and/or repairs. If SANBI does not object within the said 30 day period, the Landowner may proceed with such modifications and/or repairs.

In the event that the Landowner breaches his/her obligations in terms of this clause 22, SANBI shall be entitled to recover all of the costs of the Rehabilitation Works from the Landowner.

23. The Landowner shall notify SANBI immediately in the event that the rehabilitative structures are destroyed or are damaged or require any material repair, and shall report to SANBI on the general state of the rehabilitative structures on SANBI's reasonable request.
24. The contract governed by these terms and conditions does not absolve the Landowner from complying with all applicable laws and regulations relating to the maintenance of wetlands on the Property. The Landowner shall, accordingly, observe and comply with all applicable laws and regulations in respect of the wetlands on the Property and the Rehabilitation Works and with all his/her obligations in terms of these terms and conditions.
25. The Landowner shall bind any lessees or occupants of the Property and his/her successors-in-title to the Property to the terms of the contract governed by these terms and conditions.

Addresses for Service and Notices

26. The parties choose *domicilium citandi et executandi* for all purposes under these terms and conditions, including for the giving of any notice to the other of them in respect of the Rehabilitation Works and/or otherwise under these terms and conditions:

The Landowner: at the Property

with a copy to any other address which may have been given for the Landowner in the In Principle Consent;

SANBI: c/o Working for Wetlands
Pretoria National Botanical Gardens
2 Cussonia Avenue
Brummeria
0184
PRETORIA

Either party may change his/her/its *domicilium citandi et executandi* by 14 (fourteen) days' prior written notice to the other of them, citing the name of the project which appears in the In Principle Consent.

All notices in terms of these terms and conditions shall be sent by registered post.

Dispute Resolution

27. If any dispute or difference shall arise between the parties concerning this Agreement, such dispute or difference shall be referred to mediation. The mediation shall be conducted in private by a sole mediator who is an independent person selected by the parties or, in the event that the parties cannot agree on a mediator, or if the selected mediator cannot perform his functions, a mediator or replacement mediator appointed by the Arbitration Foundation of South Africa (AFSA). The mediator may not make any decision which is binding upon the parties concerning the resolution of the dispute, the resolution of the dispute depending solely upon the parties achieving agreement. The parties shall bear the fees and costs of the mediator and the costs of the venue in equal shares.

The mediation will be terminated upon agreement in writing between the parties, or upon one or more parties withdrawing, or the mediator informing the parties that, in his opinion, no useful purpose will be achieved by continuing the mediation, or in the event of an agreement to resolve the dispute not being reached within thirty days of the first meeting with the mediator.

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Should the mediation not have induced a settlement, any party to the dispute may, within fourteen days after receipt of the mediator's opinion, refer the dispute or difference to arbitration before an arbitrator nominated by the parties or, failing agreement between them within 7 (seven) days after the arbitration has been demanded, be an attorney or advocate of at least 10 (ten) years experience appointed by AFSA. The arbitrator shall have full and free discretion with regard to the proceedings. The arbitrator's decision shall be final and binding on the parties. The arbitrator may make an award as to his costs.

The provisions of the Arbitration Act, 42 of 1965 (as may be amended or replaced from time to time), shall apply to this arbitration.

The provisions of this clause 27 shall not debar either party from applying for or obtaining urgent interim relief from any competent Court.

General provisions

28. No variation of, or addition to or agreed cancellation of, these terms and conditions shall be of any force or effect unless it is reduced to writing and signed by or on behalf of the parties.
29. No waiver or indulgence by either of the parties of whatsoever nature shall be of any force of effect, including a waiver or indulgence in respect of this clause, unless it is reduced to writing and signed by and on behalf of the parties.
30. If any particular provision and/or term of these terms and conditions are found to be defective or unenforceable or is cancelled for any reason (whether by any competent Court or otherwise) then the remaining provisions and/or terms shall continue to be of full force and effect. Each provision and/or term of these terms and conditions shall accordingly be construed as entirely separate and separately enforceable in the widest sense from the other provisions and/or terms hereof.

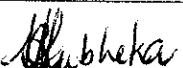
AGREED TO BY THE LANDOWNER BY HIS/HER EXECUTION OF THESE TERMS AND CONDITIONS at HOMEVILLE on 12 JUNE 2015

in the presence of the undersigned witnesses:

DERRICK MICHAEL WATSON

As witness



Name	Mbali Kubheka	Name	
Capacity	Provincial Coordinator	Capacity	
Signature		Signature	
Date	12/06/2015	Date	



South African National Biodiversity Institute Working for Wetlands Programme

National
Biodiversity
Institute
S A N B I

Wetlands Survey and Inspection Consent

Property Details	
Property Type:	Tribal Authority
Farm Name:	MINGOBOKAZI
Surveyor-General Key:	
Province:	KZN
Unique Wetland Number:	MADOTLAND PROJECT

Owner Details			
Owner Name: <small>(Full Name or Full Registered Name)</small>	SABELO KHUMBULANI NGWANE		
Person Type:	Company	Close corporation	Trust <input checked="" type="checkbox"/>
Registration/Identity Number:	<small>(Where applicable. For a trust, attach a copy of the latest letters of trusteeship issued by the Master of the High Court.)</small>		
Owner's chosen address for delivery of notices and documents:	Postal Address:	Physical Address:	
	P.O. BOX 47 MHLHLWANE 3960	MINGOBOKAZI AREA MHLHLWANE 5960	

I/We hereby consent to the Working for Wetlands Programme of the SA National Biodiversity Institute ("SANBI") and its appointed implementers undertaking a wetland survey and visibility study, at no cost to myself, to identify possible work on my/our property for the _____ Project during the month of _____

I/We hereby agree to undertake a joint inspection of the property, at the request of SANBI. I/we hereby give unhindered access to surveyors to conduct the wetland survey and visibility study, on the property described above of which I am the owner. Access to my/our property will be subject to prior arrangements by SANBI or its appointed implementers.

Name	Lukesi Sabelo Khumbulani Ngwane	Position	Lukesi
Signature		Date	26/01/11

Please fax or post this form to: The Planning, Monitoring and Evaluation Manager, Working for Wetlands, SA National Biodiversity Institute Private Bag X101, PRETORIA, 0001, Telephone: (012) 643 5300, Facsimile: (086) 555 8830	With a copy to:
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South African National Biodiversity Institute Working for Wetlands Programme

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Property Inspection Prior to Wetland Rehabilitation

Property Details	
Property Type:	7.1.1.046 Ruminantia
Registration Division:	
Farm Number:	
Portion Number:	
Farm Name:	MUNDOBOKA 31
Surveyor-General Key:	
Province:	KZN
Unique Wetland Number:	MBAUTA LAMIS PROJECT

Intervention Number
(Where there is more than one intervention on different parts of the same property, please complete a separate form for each intervention.)

Owner Details			
Owner Name: (Full Name/Full Registered Name)	SABELO K. NGUMANE (INKOSI)		
Person Type:	<input type="checkbox"/> Company <input type="checkbox"/> Close corporation <input checked="" type="checkbox"/> Trust <input type="checkbox"/> Natural person		
Registration/Identity Number:	(Where applicable. For a trust, attach a copy of the latest letters of trusteeship issued by the Master of the High Court.)		
Owner's chosen address for delivery of notices and documents: (Same as on WFW01)	<table border="1"> <tr> <td>Postal Address: P. O. BOX 47 HLWHLWE 3960</td> <td>Physical Address: MUNDOBOKA 2 AREA HLWHLWE 3960</td> </tr> </table>	Postal Address: P. O. BOX 47 HLWHLWE 3960	Physical Address: MUNDOBOKA 2 AREA HLWHLWE 3960
Postal Address: P. O. BOX 47 HLWHLWE 3960	Physical Address: MUNDOBOKA 2 AREA HLWHLWE 3960		

Date of Inspection	26/01/11
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Property Inspection Prior to Wetland Rehabilitation

Mark the appropriate box with an X. Where necessary provide further information.
If a listed item does not apply to the farm/area where rehabilitation is being done, please state in the Remarks column.

Condition of :						Remarks
	Present	Very Poor	Poor	Good	Excellent	
Roads				X		
Footpaths			X			
Castle Tracks			X			
Store Rooms/Buildings <small>(if to be used by contractors)</small>						N/A
Interior/Exterior :						N/A
Doors						N/A
Windows						N/A
Paint						N/A
Erosion	X					
Fencing :						N/A
Fencing wire						N/A
Fencing posts						N/A
Fencing gates						N/A
Litter		X				Not limited to wetlands
Watering holes	X					
Water collection points	X					
Water houses/pumps						
River/stream crossings	X					
Invasive alien plants	X					Mostly Chromolaena
Fire breaks						N/A
Other: <small>(Please state)</small>						

Landowner		Provincial Coordinator			
Name	<i>[Signature]</i>	Name	Mwali Kubieta	Name	
Signature	<i>[Signature]</i>	Signature	<i>[Signature]</i>	Signature	
Date	<i>[Date]</i>	Date	26/01/2011	Date	



South African National Biodiversity Institute Working for Wetlands Programme

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Wetlands Rehabilitation Activities Consent

Property Details	
Property Type:	TRIBAL LAND
Registration Division:	
Farm Number:	
Portion Number:	
Farm Name:	MINGOBOKAZI
Surveyor-General Key:	
Province:	KZN
Unique Wetland Number:	MARUTIALANDS PROJECT

Owner Details	
Owner Name: (Full Name/Full Registered Name)	SIBELO K. NENWANE (INKOSI)
Person Type:	<input type="checkbox"/> Company <input type="checkbox"/> Close corporation <input checked="" type="checkbox"/> Trust <input type="checkbox"/> Natural person
Registration/Identity Number:	(Where applicable. For a trust, attach a copy of the latest letters of trusteeship issued by the Master of the High Court.)
Owner's chosen address for delivery of notices and documents:	Postal Address: P. O. BOX 47 MUMKWE 3760 Physical Address: MINGOBOKAZI AREA MUMKWE 3760

Project Name:	MARUTIALANDS PROJECT
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I/We hereby consent to the Working for Wetlands Programme of the SA National Biodiversity Institute and its appointed consultants to undertake the necessary legal processes under the National Water Act (36 of 1998) and the National Environmental Management Act, as amended (107 of 1998) in order to obtain the requisite authorizations. I/We further consent to the Working for Wetlands Programme of the SA National Biodiversity Institute and its appointed implementers undertaking the wetland rehabilitation activities listed in annexure "WFW 003A" attached hereto, for the project referred to above, subject to my/our approval of the activities detailed in the relevant Wetland Rehabilitation Plan, on the property described above of which I am the owner.

Name	SIBELO K. NENWANE	Position	INKOSI
Signature		Date	26/01/11

Please fax or post this form to: The Planning, Monitoring and Evaluation Manager, Working for Wetlands, SA National Biodiversity Institute, Private Bag 2101, PRETORIA, 0001, Telephone: (012) 843 5200, Facsimile: (012) 545 2000	With a copy to:
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Wetland rehabilitation activities to be carried out

[Note: To be added to/amended as appropriate]

** Please note that new EIA regulations may be published from time to time and the listed activities provided below will be updated as required by the legal requirements at the time.

Activity number ¹	Activity description
1(d)	The construction of facilities or infrastructure, including associated structures or infrastructure, for resorts, lodges, hotels or other tourism and hospitality facilities in a protected area contemplated in the National Environmental Management: Protected Areas Act, 2003 (Act No. 57 of 2003).
1(k)	The construction of facilities or infrastructure, including associated structures or infrastructure, for the bulk transportation of sewage and water, including storm water, in pipelines with - (i) an internal diameter of 0,35 metres or more; or (ii) a peak throughput of 120 litres per second or more.
1(m)	The construction of facilities or infrastructure, including associated structures or infrastructure, for any purpose in the one in ten year flood line of a river or stream, or within 32 metres from the bank of a river or stream where the flood line is unknown, excluding purposes associated with existing residential use, but including - (i) canals; (ii) channels; (iii) bridges; (iv) dams; and (v) weirs.
1(v)	The construction of facilities or infrastructure, including associated structures or infrastructure, for advertisements as defined in classes 1(a), 1(b), 1(c), 3(a), 3(b), 3(i) of the South African Manual for Outdoor Advertising Control.
3	The prevention of the free movement of sand, including erosion and accretion, by means of planting vegetation, placing synthetic material on dunes and exposed sand surfaces within a distance of 100 metres inland of the high-water mark of the sea.
4	The dredging, excavation, infilling, removal or moving of soil, sand or rock exceeding 5 cubic metres from a river, tidal lagoon, tidal river, lake, in-stream dam, floodplain or wetland.
5	The removal or damaging of indigenous vegetation of more than 10 square metres within a distance of 100 metres inland of the high-water mark of the sea.
6	The excavation, moving, removal, depositing or compacting of soil, sand, rock or rubble covering an area exceeding 10 square metres in the sea or within a distance of 100 metres inland of the high-water mark of the sea.
11	The decommissioning of a dam where the highest part of the dam wall, as measured from the outside toe of the wall to the highest part of the wall, is 5 metres or higher or where the high-water mark of the dam covers an area of more than 10 hectares.
12	The transformation or removal of indigenous vegetation of 3 hectares or more or of any size where the transformation or removal would occur within a critically endangered or an endangered ecosystem listed in terms of section 52 of the National Environmental Management: Biodiversity Act, 2004 (Act No. 10 of 2004).

¹ Activity number in Regulation 346 published in GN No. 346 of 21 April 2006 of the NEMA.



National Biodiversity Institute
SANBI

South African National Biodiversity Institute Working for Wetlands Programme

Terms and conditions for carrying out wetland rehabilitation on private land by or on behalf of the Working for Wetlands Programme of the South African National Biodiversity Institute

Definitions

1. In these terms and conditions, unless the context otherwise indicates:
 - 1.1 "SANBI" means the South African National Biodiversity Institute, established, organised and existing under the National Environmental Management: Biodiversity Act, No. 10 of 2004, and includes its Working for Wetlands Programme;
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and/or contributions to the Rehabilitation Works listed in the form attached hereto marked "WFW 004A".

Before the commencement of the Rehabilitation Works

4. The parties record that SANBI's representative has conducted an inspection of the Property with the Landowner to determine the general condition of the Property with regard to fencing, litter, erosion, quality of roads and any other aspects that may be affected by the Rehabilitation Works, and that the Wetland Rehabilitation Plan has been prepared on the basis of the results of this inspection and in consultation with the Landowner, which report has been completed and signed by SANBI's representative and the Landowner.
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The Landowner: at the Property

with a copy to any other address which may have been given for the Landowner in the In Principle Consent;

SANBI: c/o Working for Wetlands
Pretoria National Botanical Gardens
2 Cussonia Avenue
Brummeria
0184
PRETORIA

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All notices in terms of these terms and conditions shall be sent by registered post.

Dispute Resolution

27. If any dispute or difference shall arise between the parties concerning this Agreement, such dispute or difference shall be referred to mediation. The mediation shall be conducted in private by a sole mediator who is an independent person selected by the parties or, in the event that the parties cannot agree on a mediator, or if the selected mediator cannot perform his functions, a mediator or replacement mediator appointed by the Arbitration Foundation of South Africa (AFSA). The mediator may not make any decision which is binding upon the parties concerning the resolution of the dispute, the resolution of the dispute depending solely upon the parties achieving agreement. The parties shall bear the fees and costs of the mediator and the costs of the venue in equal shares.

The mediation will be terminated upon agreement in writing between the parties, or upon one or more parties withdrawing, or the mediator informing the parties that, in his opinion, no useful purpose will be achieved by continuing the mediation, or in the event of an agreement to resolve the dispute not being reached within thirty days of the first meeting with the mediator.

Should the mediation not have induced a settlement, any party to the dispute may, within fourteen days after receipt of the mediator's opinion, refer the dispute or difference to arbitration before an arbitrator nominated by the parties or, failing agreement between them within 7 (seven) days after the arbitration has been demanded, be an attorney or advocate of at least 10 (ten) years experience appointed by AFSA. The arbitrator shall have full and free discretion with regard to the proceedings. The arbitrator's decision shall be final and binding on the parties. The arbitrator may make an award as to his costs.

The provisions of the Arbitration Act, 42 of 1965 (as may be amended or replaced from time to time), shall apply to this arbitration.

The provisions of this clause 27 shall not debar either party from applying for or obtaining urgent interim relief from any competent Court.



General provisions

28. No variation of, or addition to or agreed cancellation of, these terms and conditions shall be of any force or effect unless it is reduced to writing and signed by or on behalf of the parties.
29. No waiver or indulgence by either of the parties of whatsoever nature shall be of any force of effect, including a waiver or indulgence in respect of this clause, unless it is reduced to writing and signed by and on behalf of the parties.
30. If any particular provision and/or term of these terms and conditions are found to be defective or unenforceable or is cancelled for any reason (whether by any competent Court or otherwise) then the remaining provisions and/or terms shall continue to be of full force and effect. Each provision and/or term of these terms and conditions shall accordingly be construed as entirely separate and separately enforceable in the widest sense from the other provisions and/or terms hereof.

AGREED TO BY THE LANDOWNER BY HIS/HER EXECUTION OF THESE TERMS AND CONDITIONS at MKRUZE on 26 / 01 / 2011

in the presence of the undersigned witnesses:

As witness

Name	MIBALI S. MTHEMBU	Name	Mbali Kubheka
Capacity	PROJECT MANAGER	Capacity	Provincial Coordinator
Signature		Signature	
Date	26/01/2011	Date	26/01/2011



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South African National Biodiversity Institute Working for Wetlands Programme

Wetlands Survey and Inspection Consent

Property Details	
Property Type:	FARM
Farm Name:	IVANHOE
Surveyor-General Key:	
Province:	KZN
Unique Wetland Number:	U20A-01E'03

Owner Details	
Owner Name: <i>(Full Names/Full Registered Name)</i>	IVANHOE FARMING COMPANY (PTY) LTD
Person Type:	<input checked="" type="checkbox"/> Company <input type="checkbox"/> Close corporation <input type="checkbox"/> Trust <input type="checkbox"/> Natural person
Registration/Identity Number:	1962/004878/07 <i>(Where applicable. For a trust, attach a copy of the latest letters of trusteeship issued by the Master of the High Court.)</i>
Owner's chosen address for delivery of notices and documents:	Postal Address : PO BOX 23 NOTTINGHAM ROAD 3280 Physical Address : ARDEN LEE' NOTTINGHAM ROAD

I/we hereby consent to the Working for Wetlands Programme of the SA National Biodiversity Institute ("SANBI") and its appointed implementers undertaking a wetland survey and viability study, at no cost to myself, to identify possible work on my/our property for the _____ Project during the month of May/June 2012.

I/we hereby agree to undertake a joint inspection of the property, at the request of SANBI. I/we hereby give unhindered access to surveyors to conduct the wetland survey and viability study, on the property described above of which I am the owner. Access to my/our property will be subject to prior arrangement by SANBI or its appointed implementers.

Name	R M Atherstone	Position	Director
Signature		Date	2012/05/09

Please fax or post this form to: The Planning, Monitoring and Evaluation Manager. Working for Wetlands. SA National Biodiversity Institute Private Bag X101, PRETORIA, 0001, Telephone: (012) 843 5200, Facsimile: (086) 555 9838	With a copy to:
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IVANHOE FARMING COMPANY
P.O. BOX 23
NOTTINGHAM ROAD 3280
TEL: (033) 266 6052



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South African National Biodiversity Institute Working for Wetlands Programme

Wetlands Rehabilitation Activities Consent

Property Details	
Property Type:	FARM
Registration Division:	
Farm Number:	
Portion Number:	
Farm Name:	IVANHOE
Surveyor-General Key:	
Province:	KZN
Unique Wetland Number:	U20A-01 & 03

Owner Details	
Owner Name: (Full Names/Full Registered Name)	IVANHOE FARMING COMPANY (PTY) LTD.
Person Type:	<input checked="" type="checkbox"/> Company <input type="checkbox"/> Close corporation <input type="checkbox"/> Trust <input type="checkbox"/> Natural person
Registration/Identity Number:	1962/004878/07 <i>(Where applicable. For a trust, attach a copy of the latest letters of trusteeship issued by the Master of the High Court.)</i>
Owner's chosen address for delivery of notices and documents:	Postal Address: P.O. Box 23 NOTTINGHAM ROAD 3280 Physical Address "ARDEN LEE" NOTTINGHAM ROAD

Project Name:	
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I/We hereby consent to the Working for Wetlands Programme of the SA National Biodiversity Institute and its appointed implementers undertaking the wetland rehabilitation activities listed in annexure "WFW 003A" attached hereto, for the project referred to above, subject to my/our approval of the relative Wetland Rehabilitation Plan, on the property described above of which I am the owner.

Name	V. K. CAMPBELL	Position	DIRECTOR
Signature	<i>V. K. Campbell</i>	Date	15/01/2013.

Please fax or post this form to: The Working for Wetlands Project Manager Land Resources International PO Box 1211, PIETERMARITZBURG, 3200 FAX (086) 6859059 TEL (033) 3928360	With a copy to: The Planning, Monitoring and Evaluation Manager Working for Wetlands, SA National Biodiversity Institute Private Bag X101, PRETORIA, 0001 FAX (012) 8435165 TEL (012) 8435191
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Wetland rehabilitation activities to be carried out

[Note: To be added to/amended as appropriate]

Activity number	Activity description
1	<p>The construction of facilities or infrastructure, including associated structures or infrastructure, for –</p> <p>1. the bulk transportation of sewage and water, including storm water, in pipelines with -</p> <ul style="list-style-type: none"> i. an internal diameter of 0,36 metres or more; or ii. a peak throughput of 120 litres per second or more; <p>or: any purpose in the one in ten year flood line of a river or stream, or within 32 metres from the bank of a river or stream where the flood line is unknown, excluding purposes associated with existing residential use, but including -</p> <ul style="list-style-type: none"> iii. canals; iv. channels; v. bridges; vi. dams; and vii. weirs; <p>or: advertisements as defined in classes 1(a), 1(b), 1(c), 3(a), 3(b), 3(l) of the South African Manual for Outdoor Advertising Control.</p>
2	The prevention of the free movement of sand, including erosion and accretion, by means of planting vegetation, placing synthetic material on dunes and exposed sand surfaces within a distance of 100 metres inland of the high-water mark of the sea.
3	The dredging, excavation, infilling, removal or moving of soil, sand or rock exceeding 5 cubic metres from a river, tidal lagoon, tidal river, lake, in-stream dam, floodplain or wetland.
4	The removal or damaging of indigenous vegetation of more than 10 square metres within a distance of 100 metres inland of the high-water mark of the sea.
5	The excavation, moving, removal, depositing or compacting of soil, sand, rock or rubble covering an area exceeding 10 square metres in the sea or within a distance of 100 metres inland of the high-water mark of the sea.
6	The decommissioning of a dam where the highest part of the dam wall, as measured from the outside toe of the wall to the highest part of the wall, is 5 metres or higher or where the high-water mark of the dam covers an area of more than 10 hectares.
7	The transformation or removal of indigenous vegetation of 3 hectares or more or of any size where the transformation or removal would occur within a critically endangered or an endangered ecosystem listed in terms of section 52 of the National Environmental Management: Biodiversity Act, 2004 (Act No. 10 of 2004).



South African National Biodiversity Institute Working for Wetlands Programme

Property Inspection Prior to Wetland Rehabilitation

Property Details	
Property Type	FARM
Registration Division	
Farm Number	
Portion Number	
Farm Name	IVANHOE
Surveyor-General Key	
Province	KZN
Unique Wetland Number	U20A-01 E 03

Intervention Number
(Where there is more than one intervention on different parts of the same property, please complete a separate form for each intervention.)

Owner Details	
Owner Name <i>(Full Names/Full Registered Name)</i>	IVANHOE FARMING COMPANY (PTY) LTD.
Person Type	<input checked="" type="checkbox"/> Company <input type="checkbox"/> Close corporation <input type="checkbox"/> Trust <input type="checkbox"/> Natural person
Registration/Identity Number	1962 / 004878/07 <i>(Where applicable. For a trust, attach a copy of the latest letters of trusteeship issued by the Master of the High Court.)</i>
Owner's chosen address for delivery of notices and documents <i>(Same as on WFW001)</i>	Postal Address : P.O. Box 23 NOTTINGHAM ROAD 3280 Physical Address : " ARDEN LEE " NOTTINGHAM ROAD.

Date of Inspection	
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Property Inspection Prior to Wetland Rehabilitation

*Mark the appropriate box with an X. Where necessary provide further information.
If a listed item does not apply to the farm/area where rehabilitation is being done, please state in the Remarks column.*

Condition of :	Present	Very Poor	Poor	Good	Excellent	Remarks
Roads						
Footpaths						
Cattle Tracks						
Store Rooms/Buildings <i>(if to be used by contractors)</i>						
Interior/Exterior :						
Doors						
Windows						
Paint						
Erosion						
Fencing :						
Fencing wire						
Fencing posts						
Fencing gates						
Litter						
Watering holes						
Water collection points						
Water houses/pumps						
River/stream crossings						
Invasive alien plants						
Fire breaks						
Other: <i>(Please state)</i>						

Landowner		Provincial Coordinator			
Name	J. K. CAMPBELL	Name	M. Kubheka	Name	
Signature	<i>J. Campbell</i>	Signature	<i>M. Kubheka</i>	Signature	
Date	15-01-2013.	Date	16-01-2013	Date	

Jc



South African National Biodiversity Institute Working for Wetlands Programme

Wetlands Survey and Inspection Consent

Property Details	
Property Type:	FARM
Farm Name:	SOUTH DOWNS
Surveyor-General Key:	
Province:	KZN
Unique Wetland Number:	

Owner Details	
Owner Name: <i>(Full Names/Full Registered Name)</i>	STUBBS FARMING PARTNERSHIP
Person Type:	<input checked="" type="checkbox"/> Company <input type="checkbox"/> Close corporation <input type="checkbox"/> Trust <input type="checkbox"/> Natural person
Registration/Identity Number:	8703125060088 <i>(Where applicable. For a trust, attach a copy of the latest letters of trusteeship issued by the Master of the High Court.)</i>
Owner's chosen address for delivery of notices and documents:	Postal Address :
	Physical Address :
	PO BOX 658 HOLWICK 3290
	SOUTH DOWNS FARM NOTTINGHAM RD

I/We hereby consent to the Working for Wetlands Programme of the SA National Biodiversity Institute ("SANBI") and its appointed implementers undertaking a wetland survey and viability study, at no cost to myself, to identify possible work on my/our property for the KZN MIDLANDS Project during the month of JUNE 2015.

I/We hereby agree to undertake a joint inspection of the property, at the request of SANBI. I/we hereby give unhindered access to surveyors to conduct the wetland survey and viability study, on the property described above of which I am the owner. Access to my/our property will be subject to prior arrangement by SANBI or its appointed implementers.

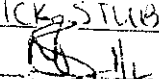
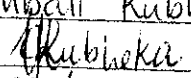
Name	NICK STUBBS	Position	MANAGING PARTNER
Signature		Date	8/6/2015

Please fax or post this form to: The Planning, Monitoring and Evaluation Manager, Working for Wetlands, SA National Biodiversity Institute Private Bag X101, PRETORIA, 0001, Telephone: (012) 843 5200, Facsimile: (086) 555 9838	With a copy to: _____ _____ _____
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Property Inspection Prior to Wetland Rehabilitation

Mark the appropriate box with an X. Where necessary provide further information.
If a listed item does not apply to the farm/area where rehabilitation is being done, please state in the Remarks column.

Condition of :	Present	Very Poor	Poor	Good	Excellent	Remarks
Roads				X		
Footpaths				X		
Cattle Tracks				X		
Store Rooms/Buildings <i>(if to be used by contractors)</i>						N/A
Interior/Exterior :						N/A
Doors						N/A
Windows						N/A
Paint						N/A
Erosion						
Fencing :						
Fencing wire						
Fencing posts				X		
Fencing gates				X		
Litter						NONE
Watering holes						N/A
Water collection points						N/A
Water houses/pumps						N/A
River/stream crossings				X		
Invasive alien plants						BRAMBLE
Fire breaks				X		
Other: <i>(Please state)</i>						

Landowner		Provincial Coordinator	
Name	NICK STUBBS	Name	Mbali Kubheka
Signature		Signature	
Date	8/6/2015	Date	08/06/2015

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South African National Biodiversity Institute Working for Wetlands Programme


Wetlands Rehabilitation Activities Consent

Property Details	
Property Type:	FARM
Registration Division:	
Farm Number:	
Portion Number:	
Farm Name:	SOUTHDOWN
Surveyor-General Key:	
Province:	KZN
Uniqua Wetland Number:	

Owner Details	
Owner Name: (Full Names/Full Registered Name)	STUBBS FARMING PARTNERSHIP
Person Type:	<input checked="" type="checkbox"/> Company <input type="checkbox"/> Close corporation <input type="checkbox"/> Trust <input type="checkbox"/> Natural person
Registration/Identity Number:	8703125060088 <small>(Where applicable. For a trust, attach a copy of the latest letters of trusteeship issued by the Master of the High Court.)</small>
Owner's chosen address for delivery of notices and documents:	Postal Address :
	Physical Address :
	PO BOX 658 HOWICK 3290
	SOUTHDOWN FARM NOTTINGHAM K.D

Project Name:	KZN MIDLANDS
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I/We hereby consent to the Working for Wetlands Programme of the SA National Biodiversity Institute and its appointed consultants to undertake the necessary legal processes under the National Water Act (36 of 1998) and the National Environmental Management Act, as amended (107 of 1998) in order to obtain the requisite authorizations. I/We further consent to the Working for Wetlands Programme of the SA National Biodiversity Institute and its appointed implementers undertaking the wetland rehabilitation activities listed in annexure "WFW 003A" attached hereto, for the project referred to above, subject to my/our approval of the activities detailed in the relevant Wetland Rehabilitation Plan, on the property described above of which I am the owner.

Name	NICK STUBBS	Position	MANAGING PARTNER
Signature		Date	8/6/15

Please fax or post this form to: The Planning, Monitoring and Evaluation Manager, Working for Wetlands, SA National Biodiversity Institute, Private Bag X101, PRETORIA, 0001, Telephone: (012) 843 5200, Facsimile: (086) 555 9838	With a copy to: _____ _____ _____
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Wetland rehabilitation activities to be carried out

[Note: To be added to/amended as appropriate]

** Please note that new EIA regulations may be published from time to time and the listed activities provided below will be updated as required by the legal requirements at the time.

Activity number ¹ .	Activity description
1(d)	The construction of facilities or infrastructure, including associated structures or infrastructure, for resorts, lodges, hotels or other tourism and hospitality facilities in a protected area contemplated in the National Environmental Management: Protected Areas Act, 2003 (Act No. 57 of 2003).
1(k)	The construction of facilities or infrastructure, including associated structures or infrastructure, for the bulk transportation of sewage and water, including storm water, in pipelines with - (i) an internal diameter of 0,36 metres or more; or (ii) a peak throughput of 120 litres per second or more.
1(m)	The construction of facilities or infrastructure, including associated structures or infrastructure, for any purpose in the one in ten year flood line of a river or stream, or within 32 metres from the bank of a river or stream where the flood line is unknown, excluding purposes associated with existing residential use, but including - (i) canals; (ii) channels; (iii) bridges; (iv) dams; and (v) weirs.
1(v)	The construction of facilities or infrastructure, including associated structures or infrastructure, for advertisements as defined in classes 1(a), 1(b), 1(c), 3(a), 3(b), 3(l) of the South African Manual for Outdoor Advertising Control.
3	The prevention of the free movement of sand, including erosion and accretion, by means of planting vegetation, placing synthetic material on dunes and exposed sand surfaces within a distance of 100 metres inland of the high-water mark of the sea.
4	The dredging, excavation, infilling, removal or moving of soil, sand or rock exceeding 5 cubic metres from a river, tidal lagoon, tidal river, lake, in-stream dam, floodplain or wetland.
5	The removal or damaging of indigenous vegetation of more than 10 square metres within a distance of 100 metres inland of the high-water mark of the sea.
6	The excavation, moving, removal, depositing or compacting of soil, sand, rock or rubble covering an area exceeding 10 square metres in the sea or within a distance of 100 metres inland of the high-water mark of the sea.
11	The decommissioning of a dam where the highest part of the dam wall, as measured from the outside toe of the wall to the highest part of the wall, is 5 metres or higher or where the high-water mark of the dam covers an area of more than 10 hectares.
12	The transformation or removal of indigenous vegetation of 3 hectares or more or of any size where the transformation or removal would occur within a critically endangered or an endangered ecosystem listed in terms of section 52 of the National Environmental Management: Biodiversity Act, 2004 (Act No. 10 of 2004).

NICK STUBBS

¹ Activity number in Regulation 386 published in GN No. 386 of 21 April 2006 of the NEMA.



South African National Biodiversity Institute Working for Wetlands Programme

Terms and conditions for carrying out wetland rehabilitation on private land by or on behalf of the Working for Wetlands Programme of the South African National Biodiversity Institute

Definitions

1. In these terms and conditions, unless the context otherwise indicates:
 - 1.1 "**SANBI**" means the South African National Biodiversity Institute, established, organised and existing under the National Environmental Management: Biodiversity Act, No. 10 of 2004, and includes its Working for Wetlands Programme;
 - 1.2 the "**Wetland Rehabilitation Plan**" means the plan for the rehabilitation of the wetland prepared by or on behalf of SANBI to which these terms and conditions are attached;
 - 1.3 the "**Property**" means the immovable property described in the Wetland Rehabilitation Plan on which the wetland is situated and which wetland is proposed to be rehabilitated in terms of the Wetland Rehabilitation Plan;
 - 1.4 the "**Landowner**" means the owner of the Property;
 - 1.5 the "**Rehabilitation Works**" means all work required for the rehabilitation of the wetland on the Property which is set out in the Wetland Rehabilitation Plan;
 - 1.6 the "**In Principle Consent**" means any consent (under the National Water Act as well as the National Environmental Management Act, as amended) in principle given by the Landowner to SANBI prior to the preparation of the Wetland Rehabilitation Plan;
 - 1.7 "**Contractor/s**" means the independent person/s or entity/ies contracted by SANBI to carry out any survey of the Property and to perform or to assist with the performance of the Rehabilitation Works, and includes workers employed by the Contractor.

Agreement to Rehabilitation Works

2. The Landowner hereby agrees to the Rehabilitation Works being undertaken by or on behalf of SANBI on the basis set out in the Wetland Rehabilitation Plan, subject to these terms and conditions. This agreement constitutes the Landowner's consent to the Wetland Rehabilitation Plan, as contemplated in any In Principle Consent. By this agreement, the Landowner also consents to all work that may have been done by or on behalf of SANBI for the Rehabilitation Works on these terms and conditions, prior to the date of signature of these terms and conditions by the Landowner.
3. SANBI will not charge the owner for its costs in preparing for and carrying out the Rehabilitation Works provided that the Landowner complies with all his/her obligations under these terms and conditions up to the date of completion of the Rehabilitation Works and at all times thereafter. However, the Landowner will be required to provide the support

and/or contributions to the Rehabilitation Works listed in the form attached hereto marked "WFW 004A".

Before the commencement of the Rehabilitation Works

4. The parties record that SANBI's representative has conducted an inspection of the Property with the Landowner to determine the general condition of the Property with regard to fencing, litter, erosion, quality of roads and any other aspects that may be affected by the Rehabilitation Works, and that the Wetland Rehabilitation Plan has been prepared on the basis of the results of this inspection and in consultation with the Landowner, which report has been completed and signed by SANBI's representative and the Landowner.
5. The Landowner is aware that SANBI may in its absolute discretion appoint contractor/s to assist or undertake the Rehabilitation Works and will determine the terms and conditions under which the contractors are contracted, and will be notified in writing of any contractors so appointed.
6. The Landowner shall provide SANBI or the contractors with unhindered access to the land as necessary for the completion or performance of the Rehabilitation Works.
7. SANBI shall notify the Landowner of the approximate date on which Rehabilitation Works are likely to commence.
8. Should the Rehabilitation Works not commence within 6 (six) months of the Landowner being so notified, SANBI may, in its sole discretion, decide not to proceed with the Rehabilitation Works and, upon written notice to the Landowner to that effect, shall have no further obligation to do so.
9. In the event that the Rehabilitation Works are to be performed on a Property which has two or more land owners, or on adjoining land owned by different land owners, the performance of the Rehabilitation Works is subject to SANBI obtaining the consent to perform the Rehabilitation Works of all the applicable land owners. In the event that SANBI is unable to obtain consent from all the applicable land owners, SANBI reserves the right to terminate or reduce the scope of the Rehabilitation Works.

In the course of the Rehabilitation Works

10. SANBI will be responsible for all negotiations and dealings with the contractors to the extent that this may be necessary.
11. The Landowner must take all reasonable precautions to prevent injury to persons doing Rehabilitation Works on the land other than injuries that would normally be associated with the carrying out of the Rehabilitation Works.
12. SANBI or its contractors will not be liable for any acts or omissions in the execution of the Rehabilitation Works, whether negligent or not.
13. The Landowner indemnifies SANBI and its contractors from all claims from whatsoever cause arising resulting from the execution of the Rehabilitation Works except where those claims arise from the fraudulent or wilful conduct of SANBI or its contractors.
14. The Landowner must attend all joint inspections of which the Landowner is notified. In the event of the Landowner failing to attend any inspection despite having prior notice thereof, the Landowner shall abide by any conclusions reached by SANBI pursuant to such an inspection. If, after any inspection, the parties agree that the Rehabilitation Works in an area is incomplete or inconsistent with the scope of the Rehabilitation Works as set out in the Wetland Rehabilitation Plan and that further work is required to complete the task,

SANBI will procure the completion of the Rehabilitation Works so that it is in accordance as set out in the Wetlands Rehabilitation Plan.

15. The Landowner shall not hinder or obstruct SANBI or its contractors in the execution of the Rehabilitation Works at any stage of the Rehabilitation Works.
16. The Landowner shall notify SANBI of any fires that occur during the period of the Rehabilitation Works and shall endeavour to minimise the impact of such fires on the Rehabilitation Works.
17. The performance of the Rehabilitation Works is at all times subject to sufficient budgeted funding allocated to that particular project in any given financial period. In the event that SANBI is unable to commence or continue with the Rehabilitation Works due to unforeseen circumstances or due to financial constraints on that particular project in any given financial period, SANBI may at any time before or during the commencement of the Rehabilitation Works cause the postponement of the Rehabilitation Works until such time as SANBI is again able to resume the Rehabilitation Works, or to reduce the scope of the Rehabilitation Works.

When the works have been completed

18. SANBI will notify the Landowner of completion of the Rehabilitation Works. SANBI or its contractor or authorised representative will as soon as possible thereafter carry out a joint inspection to determine the effectiveness of the Rehabilitation Works and shall furnish the Landowner with a certificate of completion of the Rehabilitation Works.
19. If SANBI is of the view that the Rehabilitation Works has been completed to an acceptable standard, the Rehabilitation Works will be deemed to be completed and the Landowner will be advised accordingly.
20. SANBI will inform the Landowner of the further maintenance (including the removal of alien vegetation) and rehabilitation measures that would mitigate problems that have been assessed in the quaternary catchment and recommend possible maintenance measures to be undertaken by the Landowner, with identified support, where applicable.
21. If the Landowner is dissatisfied with the Rehabilitation Works, the Landowner shall notify SANBI within 14 days of completion of the cause of dissatisfaction. If the Landowner fails to give such a notification to SANBI the Rehabilitation Works will be deemed to have been done in accordance with the Wetlands Rehabilitation Plan and to the full satisfaction of the Landowner.
22. The Landowner shall not do anything (whether wilfully, negligently or otherwise) that:
 - 22.1 damages or otherwise comprises the integrity and effectiveness of the rehabilitative structures forming part of the Rehabilitation Works, or
 - 22.2 degrades the wetland being rehabilitated on the Property, nor allow any other person to do so.

The Landowner shall not effect any modifications and/or repairs to the rehabilitative structures without first having given SANBI prior written notice thereof and SANBI not, within 30 days of the date of that notice, having objected to those modifications and/or repairs. If SANBI does not object within the said 30 day period, the Landowner may proceed with such modifications and/or repairs.

In the event that the Landowner breaches his/her obligations in terms of this clause 22, SANBI shall be entitled to recover all of the costs of the Rehabilitation Works from the Landowner.

23. The Landowner shall notify SANBI immediately in the event that the rehabilitative structures are destroyed or are damaged or require any material repair, and shall report to SANBI on the general state of the rehabilitative structures on SANBI's reasonable request.
24. The contract governed by these terms and conditions does not absolve the Landowner from complying with all applicable laws and regulations relating to the maintenance of wetlands on the Property. The Landowner shall, accordingly, observe and comply with all applicable laws and regulations in respect of the wetlands on the Property and the Rehabilitation Works and with all his/her obligations in terms of these terms and conditions.
25. The Landowner shall bind any lessees or occupants of the Property and his/her successors-in-title to the Property to the terms of the contract governed by these terms and conditions.

Addresses for Service and Notices

26. The parties choose *domicilium citandi et executandi* for all purposes under these terms and conditions, including for the giving of any notice to the other of them in respect of the Rehabilitation Works and/or otherwise under these terms and conditions:

The Landowner: at the Property

with a copy to any other address which may have been given for the Landowner in the In Principle Consent;

SANBI: c/o Working for Wetlands
Pretoria National Botanical Gardens
2 Cussonia Avenue
Brummeria
0184
PRETORIA

Either party may change his/her/its *domicilium citandi et executandi* by 14 (fourteen) days' prior written notice to the other of them, citing the name of the project which appears in the In Principle Consent.

All notices in terms of these terms and conditions shall be sent by registered post.

Dispute Resolution

27. If any dispute or difference shall arise between the parties concerning this Agreement, such dispute or difference shall be referred to mediation. The mediation shall be conducted in private by a sole mediator who is an independent person selected by the parties or, in the event that the parties cannot agree on a mediator, or if the selected mediator cannot perform his functions, a mediator or replacement mediator appointed by the Arbitration Foundation of South Africa (AFSA). The mediator may not make any decision which is binding upon the parties concerning the resolution of the dispute, the resolution of the dispute depending solely upon the parties achieving agreement. The parties shall bear the fees and costs of the mediator and the costs of the venue in equal shares.

The mediation will be terminated upon agreement in writing between the parties, or upon one or more parties withdrawing, or the mediator informing the parties that, in his opinion, no useful purpose will be achieved by continuing the mediation, or in the event of an agreement to resolve the dispute not being reached within thirty days of the first meeting with the mediator.

Should the mediation not have induced a settlement, any party to the dispute may, within fourteen days after receipt of the mediator's opinion, refer the dispute or difference to arbitration before an arbitrator nominated by the parties or, failing agreement between them within 7 (seven) days after the arbitration has been demanded, be an attorney or advocate of at least 10 (ten) years experience appointed by AFSA. The arbitrator shall have full and free discretion with regard to the proceedings. The arbitrator's decision shall be final and binding on the parties. The arbitrator may make an award as to his costs.

The provisions of the Arbitration Act, 42 of 1965 (as may be amended or replaced from time to time), shall apply to this arbitration.

The provisions of this clause 27 shall not debar either party from applying for or obtaining urgent interim relief from any competent Court.


General provisions

28. No variation of, or addition to or agreed cancellation of, these terms and conditions shall be of any force or effect unless it is reduced to writing and signed by or on behalf of the parties.
29. No waiver or indulgence by either of the parties of whatsoever nature shall be of any force of effect, including a waiver or indulgence in respect of this clause, unless it is reduced to writing and signed by and on behalf of the parties.
30. If any particular provision and/or term of these terms and conditions are found to be defective or unenforceable or is cancelled for any reason (whether by any competent Court or otherwise) then the remaining provisions and/or terms shall continue to be of full force and effect. Each provision and/or term of these terms and conditions shall accordingly be construed as entirely separate and separately enforceable in the widest sense from the other provisions and/or terms hereof.

AGREED TO BY THE LANDOWNER BY HIS/HER EXECUTION OF THESE TERMS AND CONDITIONS at NOTTINGHAM ROAD on 8th / 06 / 2015

in the presence of the undersigned witnesses:

As witness

Name	Mbati Kubheka	Name	
Capacity	Provincial Coordinator	Capacity	
Signature		Signature	
Date	08/06/2015	Date	