Appendix J

ADDITIONAL INFORMATION

Additional Information

- J1 Wetland Forum Minutes
- J2 Property Description
- J3 Landowner Agreement(s)

Appendix J1

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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: 08*H*30 – 13*H*30

1.	Welcome	Action
	Chairman welcomed all present	
2.	Signing of Attendance Register and Apologies	
	2.1. In attendance	
	Peter Goodman (Chairman)	
	Sanele Vilakazi (DUCT)	
	Cherise Harris (Msunduzi)	
	Melissa Gopaul (Msunduzi)	
	Esmerelda Ramburran (Msunduzi)	
	Hlengiwe Ndlovu (Sappi)	
	Kurt Barichievy (DARD)	
	Tanya Smith (EWT)	
	Siyabonga Buthelezi (DWS)	
	Zukiswa Ngcemu (SAEON)	
	Sue Janse van Rensburg (SAEON)	
	Douglas MacFarlane (Eco-Pulse)	
	Mbali Kubheka (NRM)	
	2.2. Apologies	
	lan Bredin	
	Damian Walters	
	John Scotcher	
	Skhumbuzo Kubheka	
	Gerhard Cilliers	
	Harriet Davies-Mostert	
	Dave Cox	
	Lauren Bomford	
	Barbara Wiseman	
	Joyce Pope	
3.	Matters Arising from the Minutes	
	3.1. Bahlamhlanga pan drainage	
	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.	
	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	
		Chairman

office was asked to investigate. PP's office to be requested to reopen the Chairman case. Updated progress report on state of the case to be requested from DEA 3.2. KZN Rivers Forum 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. Previoulsy it had been decided that this remains distinct from the wetlands forum and that the would therefore be no conflict. 4. Feedback on Standing Items 4.1. KZNWF Management 4.1.1. Acceptance of Revised Constitution The constitution was amended and now having 50% of sector organisations and a minimum of tem members as a requirement for attendance. The constitution was then considered as adopted. 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. 4.2. Wetlands Celebrations/Conferences/Training 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. 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. Secretary Will be included as a standing agenda item from now on. 4.2.2. National Wetlands Indaba (NWI) Nothing to report. 4.2.3. Training: Back to Basics and Specialised Training Soil classification course will be hosted by KZNDARD, Kurt will Secretary forward invitations which will be circulated. Approach WESSA regarding what courses they do or could run Sue van R regarding basic wetlands training targeted at municipalities. The new committee will appoint a member to lead training and ΑII education. Lemson and Jim Taylor will contacted to enquire what they can Chairman offer for training needs. 4.3. Wetland Management Programmes 4.3.1.KZN Wetland Inventory Skhumbuzo No report back from Ezemvelo. SK requested to report back at

next meeting.

4.3.2. Wetland Systematic Conservation Plan

Kubheka

	No report back from Ezemvelo. SK requested to report back at next meeting. 4.3.3.Working for Wetlands Rehabilitation Planning	Skhumbuzo Kubheka
	Mbali Khubheka gave a presentation on the KZN programme for 2015. Presentation would be made available for download from DropBox as it was too large to email. Interested persons who wanted a copy of the presentation must contact the Secretary to be given access to the DropBox folder.	All
5.	Presentation	
	5.1. uMngeni Ecological Infrastructure Partnership (UEIP): Feedback on progress of the partnership - None	
6.	New Matters	
	 National Wetlands monitoring Program Sue provided an update on the progress of the WRC funded national wetlands monitoring programme. She voiced concerned regarding the quality of what was being done and the approach taken. Forum memebers confrimed they have been engaugedd and tried to provide imputs but were not sure if these have been adequalty captured. Sue actioned to send out the latest documentation from the review meeting 	Sue van R
	 for forum members to check and comment on. 2014 NEMA Regulations not containing buffer 32m buffer in KZN Esmerelda reported that in the 2010 Regs a buffer of 32m was in place in KZN. This has subsequently been removed from the 2014 NEMA Regs 	Sue van R
	only in KZN, she will have a discussion with Jenny Longmore and provide feedback at the next meeting.	Esmerelda Ramburran
	 Nominations for Office bearers Chairman announced that he would be standing down and not standing for another term. Tanya Smith was nominated as Chairperson whilst Sue, Siya and Ian were nominated as Deputy Chairperson, further nominations are still welcome Nominations for Office Bearers (Chairman, Vice Chairman, Departmental and NGO representatives are required before the next meeting for voting. 	All
7.	Topic of discussion for next meeting 7.1. Committee 7.2.	All
8.	Date of Next Meeting and Closure Date of next meeting: 5 th May 2015. Venue to be announced.	

Appendix J2

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- J1 Wetland Forum Minutes
- J2 Property Description
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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:	N0FS0000001083900000

Farm name and number:	7102
Portion Number:	RE
SG 21 Code:	N0FS0000000710200000

Farm name and number:	15611
Portion Number:	RE
SG 21 Code:	N0FS0000001561100000

Wetland:Bi. IvanhoeProvince:KwaZulu-Natal

Local Municipality: Impendle Local Municipality (KZN224)

Farm name and number:	5425
Portion Number:	RE
SG 21 Code:	N0FS0000000542500000

Farm name and number:	10991
Portion Number:	1
SG 21 Code:	N0FS0000001099100001

Farm name and number:	6248
Portion Number:	RE
SG 21 Code:	N0FS0000000624800000

Farm name and number:	5358
Portion Number:	1
SG 21 Code:	N0FS0000000535800001

Wetland:Bii. Upper LionsProvince:KwaZulu-Natal

Local Municipality: uMngeni Local Municipality (KZN222)

Farm name and number:	18319
Portion Number:	RE
SG 21 Code:	N0FS0000001831900000

Farm name and number:	16004					
Portion Number:	RE					
SG 21 Code:	N0FS0000001600400000					
[F]	4000					
Farm name and number:	1966					
Portion Number:	3					
SG 21 Code:	N0FS0000000196600003					
Farm name and number:	1966					
Portion Number:	1					
SG 21 Code:	N0FS0000000196600001					
Wetland:	Ci. Mpophomeni					
Province:	KwaZulu-Natal					
Local Municipality:	uMngeni Local Municipality (KZN222)					
Cama nama and assassas	14042					
Farm name and number:	1043					
Portion Number:	RE NOTTOROGOGO A A A DOCCOO					
SG 21 Code:	N0FT0000000104300000					
Farm name and number:	935					
Portion Number:	22					
SG 21 Code:	N0FT0000000093500022					
Farm name and number:	935					
Portion Number:	23					
SG 21 Code:	N0FT0000000093500023					
Farm name and number:	1043					
Portion Number:	1					
SG 21 Code:	N0FT0000000104300001					
Farm name and number:	935					
Portion Number:	24					
SG 21 Code:	N0FT0000000093500024					
Farm name and number:	935					
Portion Number:	6					
SG 21 Code:	N0FT0000000093500006					
00 21 000 0 .	1401 1000000000000000000000000000000000					
Farm name and number:	1043					
Portion Number:	16					
SG 21 Code:	N0FT0000000104300016					
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Appendix J3

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Wetlands Survey and Inspection Consent

Property Details						
Property Ty	Property Type: Simangalise Wetland Pask					
Farm Name						
Surveyor-G	urveyor-General Key:					
Province:		KZN)			
Uniqua Wa	tland Number:					
		Own	<u>er Detai</u>	ls		
Owner Nan						
	ull Registered Name)	Company	Cioca	corporation	Trust	Natural person
Person Typ) e :	Company	Ciose	νιμοιαιοιι	11051	svatus as person
Number:	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 XOS Shilacia 3936		***************************************	Physical Address: The Dredger How bor Stilling	
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 I/We hereby agree to undertake a joint inspection of the property, at the request of SANBI. I/we hereby give unhingered 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 Zo	gunis	Posit	ion	ceo	
Signature			Date			
Please fax or post this form to:			With a	copy 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			***************************************			

Subject to parke rules instruction for the designated is sime-your office the Page 1 of 1 the Mr Corl Myhell & requirement to information the score of weeks prior to the proposers sums. The score of weeks prior to the proposers, in



Property Inspection Prior to Wetland Rehabilitation

		Prope	rty	Details				
Property Type:	***************************************							
Registration Oivision:								
arm Number:					~~			
Portion Number:								
-arm Name:	K	leis pa	~ 8	Tshanets	he (15,0	ncu	-galise)
Surveyor-General Key:		.		3 .)		~		0 /
Province:		KZN						
Inique Wetland Number:				ħ,				
				Number of the same prope	orty, pl	ease com	plete	e a separate form
(Where there is more than one intereach intervention.)		on different	parts (orty, pl	ease com	plet	e a separate form
Owner Name:		on different	parts (of the same prope	orty, pl	ease com	plete	e a separate form
Dwner Name: Full Names/Full Registered Name)	vention	on different	er D	of the same prope		ease com	pplete	e a separate form
Owner Name: Full Names/Full Registered Name) Person Type: Registration/Identity	vention	Own Company ere applicable	er D	Oetalis Close corporation		Trust		Natural person
each intervention.)	(Whi	Own Company ere applicable	er D	Of the same proper of the same proper of the Section of the High Court.)	copy of	Trust	t lett	Natural person

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

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

Photos and additional information:

UK.



Wetlands Rehabilitation Activities Consent

		Prope	erty	Details					
Property Type:	·····			······································					
Registration Di	vision:								
Farm Number:									
Portion Numbe	r:								
Farm Name:									
Surveyor-Gene	ral Key:								
Province:			1	2N.			,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		
Unique Wetiand	d Number:						,		
		Own	ıer	Details	t-				
Owner Name:									
(Full Names/Full Re	gistered Name)	E							
Person Type:		Company		Close corpor	ation	Trust		Natural person	
Registration/id	entity				.		_L	L	
Number:	omin'y	*							
						y of the lates	t lett	ers of trusteeship	
Owner's chose	n addrees	issued by the Ma		э tne High Co	urt.)	husiant Astalo	ne.		
for delivery of		Postal Address	-, X	cs	ľ	Trysical Addit	rec	icer Houbs	
documents:	TORICCS UNG		2,			The Dronger			
		Stille	ت صر	c05 39.36		Physical Address: The Dredger Hall St. Lucia			
I/We hereby cons appointed consult 1998) and the Na requisite authorize Biodiversity Institut annexure "WFW activities detailed the owner.	tants to undert ational Environn ations I/We fu ute and its appo 003A" attached	ake the necessa rental Managem rther consent to inted implements hereto, for the p	ary le ent A the N ers u erojec	egal processon Act, as amen Working for V Indertaking the It referred to	es und ded (1 Metian e weti above	ler the Nati 07 of 1998 ds Program and rehabili , subject to	onal in me tatio my/e	I Water Act (36 order to obtain t of the SA Nation n activities listed our approval of t	
Name	Zalan	mis AY	······································	Position	C	60			
Signature	8			Date					
	Monitoring and	Evaluation Mana	~ '	With a copy to):				
Working for Wetlar Private Bag X101, PR Telephone: (012) 843	ETORIA, 0001,	•							
Telephone: (012) 843	2 j de t	imansoli halve	か	is man	ne	, esd	Ŋ	Page 1 o	
Ab	plicustu	seque	. 1						

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
1(m)	(ii) a peak throughput of 120 litres per second or more. 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
X	(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 overing 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 386 published in GN No. 386 of 21 April 2006 of the NEMA.



Testi



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 Biediversity Institute, established, organised and existing under the National Environmental Management: Biediversity 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;
 - 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;
 - 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:
 - 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

Subject to the fund owns term or conditionis usual from the business them a conditionis usual page 1 of 6

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

Before the commencement of the Rehabilitation Works

- The parties record that SANBI's representative has conducted an inspection of the 4, 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 1 Simp- 50 60 news to approved these popular contrectors so appointed.
- The Landowner shall provide SANBI or the contractors with unbindered access to the land 6.
- 7. 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, shell 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 Rehabilitetion 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 obtein 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 ell negotiations and dealings with the contractors to the extent that this mey be necessary.
- The Lauricement must take all reasonable precautions to prevent injury to persons doing 11. Rehabilitation Works on the land other than injuries that would normally be associated with the carrying out of the Rehabilitation Works.
- SANBI or its contractors will not be liable for any acts or omissions in the execution of the Rehabilitation Works, whether negligent or not.
- The Landowner indemnifies SANBI and its contractors from all claims from whatsoever 13. cause arising resulting from the execution of the Rehabilitation Works except where those claims arise from the freedulent or wilful conduct of SANBI or its contractors.
- The Landowner must attend all joint inspections of which the Landowner is notified. In the 14, 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, efter any inspection, the parties agree that the Rehabilitation Works in an aree is incomplete or inconsistent with the scope of the Rehabilitation Works as set out in the Wetland Rehebilitation Plan and that further work is required to complete the task,



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

tuncesons

- The Landowner shall not hinder or obstruct SANBI or its contractors in the execution of 15. the Rehabilitation Works at any stage of the Rehabilitation Works.
- The Landowner shall notify SANBI of any fires that occur during the period of the 16. Rehabilitation Works and shall endeavour to minimise the impact of such fires on the Rehabilitation Works. SANST not want to the sufficient budgeted.

 The performance of the Rehabilitation Works is at all times subject to sufficient budgeted.
- 17. 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 a ecologist note to the way Sha-his, SANBI will mitigate the note reported of bush When the works have been completed 17/17-54....

- 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.

 If SANBI is of the view that the Rehabilitation Works has been completed to an acceptable 19. 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.
- The Landowner shall not do anything (whether wilfully, negligently or otherwise) that: 22.
 - damages or otherwise comprises the integrity and effectiveness of the rehabilitative structures forming part of the Rehabilitation Works, or
 - 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.

Page 3 of 6

House &

- 23. The Landowner shall notify SANBI immediately in the event that the rehabilitative
- The contract governed by these terms and conditions does not absolve the Landowner wetlands on the Property. The Landowner shall contract governed by these terms and regulations relating to the maintenant wetlands on the Property. The Landowner shall contract governed by these terms and regulations relating to the maintenant wetlands on the Property. The Landowner shall contract governed by these terms and conditions does not absolve the Landowner wetlands on the Property. The Landowner shall contract governed by these terms and conditions does not absolve the Landowner wetlands on the Property. 24. 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 Now we conditions.
- The Landowner shall bind any lessees or occupants of the Property and his/her 25. 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 urgent interim relief from any competent of the	i debar eith Court.	er party fr	rom applying یادی۔۔۔،ک	for or obtain	ing	tuco thuco	2
General provisions	40	hone t	En Impar	ÇÜ S	•		

- 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.

- ///	DY Zacour	Cor	>				
AGREED TO BY	THE LANDOWNER	BY HIS/HER	EXECUTION	OF	THESE	TERMS	AND
CONDITIONS at _	St Lu	cis	on _			2	20
in the presence of t	the undersigned witnes	sses:					

As witness

SH /

Name	Name	
Capacity	Capacity	
Signature	Signature	
Date	Date	

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



Wetlands Survey and Inspection Consent

		Prope	rty Details							
Property 1		FARAI								
Farm Nam		HAZENDENE								
	General Key:		*****		~					
Province:		KZA	·							
Unique W	etland Number:									
		Own	er Details			***************************************				
Owner Na			- 0	.651						
Person Ty	Full Registered Name) pe:	Company	HAZELDENE TRUST Company Close corporation Trust Natural person							
_	on/Identity	740814	520508	2		·····]			
Number:		(Where applicable issued by the Mas			by of t	he lates	t lette	ers of trusteeship		
	hosen address	Postal Address:		F		al Addre				
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Institute ("S study, at no KZN I/We hereb hereby give the property	y consent to the Wo SANBI") and its appearance to myself, to in South y agree to undertake e unhindered access y described above of angement by SANBI	pinted implement dentify possible value. Pro e a joint inspection to surveyors to of which I am the	ters undertakin work on my/ou ject during the on of the prope conduct the wo owner. Acces	g a word property, at each and a second property, at each and each and each are to make the manual property, at the manual property and each are the manual property and each are the manual property at the manual property and each are the manual property at the manual propert	etlanderty for of the state of the state of the state of the surv	d surve for the Jun reques rey and	ey a عاد t of I via	nd viability 2015 SANBI. I/we bility study, on		
Name	REX)hi	w 0	Position	C	0-6	NN	E R			
Signature		5-u-r=	Date	12	Ĵι	WN E	2	015		
Please fax or	post this form to:		With a copy t	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										
						`				





Property Inspection Prior to Wetland Rehabilitation

	Property Details
Property Type:	FARM
Registration Division:	
Farm Number:	
Portion Number:	
Farm Name:	HAZELDENE
Surveyor-General Key:	
	KZN
Unique Wetland Number:	
(Where there is more than one intereseach intervention.)	Intervention Number rvention on different parts of the same property, please complete a separate form for
	Owner Details
Owner Name: (Full Names/Full Registered Name)	HAZELDENE TRUST
(1 di Names/ di Tegisterea Name)	
Person Type:	Company Close corporation X Trust Natural person
	Company Close corporation X Trust Natural person 7408145205082 (Where applicable For a trust, attach a copy of the latest letters of trusteeship issued by the Master of the High Court.)
Person Type: Registration/Identity	Company Close corporation X Trust Natural person 7408145205082 (Where applicable. For a trust, attach a copy of the latest letters of trusteeship



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 Excellent Very Poor Good Roads Footpaths Cattle Tracks Store Rooms/Buildings N/A (if to be used by contractors) Interior/Exterior: Doors Windows 11 Paint 11 NONE Erosion Fencing: Fencing wire Fencing posts X Fencing gates Litter NONE Watering holes Water collection points Water houses/pumps River/stream crossings Invasive alien plants Glycerta Fire breaks Other: (Please state)

L	.andowner	Provin	cial Coordir	nator		
Name	BET LOVA	Name	Mbali k	kubheka	Name	
Signature [*]		Signature	Mubliek	a	Signature	
Date	12/06/2015	Date	T	2015	Date	





Wetlands Rehabilitation Activities Consent

C A AL D								
SANB								
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Registration	Division:			W-1-1-1-	***************************************			——————————————————————————————————————
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Portion Nun	nber:							
Farm Name:		HA	ZELDEN	Ē				
Surveyor-Ge	eneral Key:							
Province:		KZI	V					
Unique Wet	and Number:							
			Owne	w Dataila				
Owner Name	3 :			r Details				
	Registered Name)	H	AZELDE	NE TRI	15T			
Person Type			Company	Close corpo	ration	X Trust	1	Natural person
Registration	/Identity	7	11 00 111 5	20508	 フ		.1	1
Number:			,					
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Owner's cho	sen address	Pos	stal Address:	er or the riight of) F	hysical Addr	266 ·	
for delivery	of notices and		ρ.	0 BOX 3		nyoloui ridan		HAZELDENE
documents:								Contraction (Contraction of the Contraction of the
		H	IMEVILLE	, 3256		FARM,	#	IMEVILLE

Project Na	ame:	K	ZN Sou	TH				
appointed con- 1998) and the requisite autho Biodiversity Insannexure "WFI	sultants to under National Environs vizations. I/We fu stitute and its appo W 003A" attached	take nenta irther binted here	the necessary al Management consent to the implementers to, for the proj	legal process t Act, as amen e Working for to undertaking the ect referred to	es und ded (1 Netland e wetla above,	ler the Nation of 1998) ds Program and rehabilit subject to a	onal in c me c ation my/o	ity Institute and its Water Act (36 of order to obtain the of the SA National activities listed in ur approval of the pove of which I am
Name	ignature REX NUMD Position CO-OWNER 12 JUNE 2015							
Signature		:://www.		Date	12	. Jun	Ē	2015
					•			
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Private Bag X101,			diversity Institute	. 1	ero eros permo ero dom	ina bina natarangga pamintu subta asa ngilaba j	# - 20 (\$ - \$ 20)	
Telephone: (012) 8	43 5200, Facsimile: (0	86) 559	5 9838					contact and transport of the contract of the c

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).

REX LUND

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



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;
 - the "Rehabilitation Works" means all work required for the rehabilitation of the 1.5 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

- 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.
- SANBI will not charge the owner for its costs in preparing for and carrying out the 3. 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.

Page 3 of 6

- 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.

As witness	
in the presence of the undersigned witnesses	S: REX LUND)
CONDITIONS at HIMEVILLE	on 12 JUNE 2015
	HIS/HER EXECUTION OF THESE TERMS AND

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



Wetlands Survey and Inspection Consent

Property Details							
Property Type:	FARM						
Farm Name:	GLENCAIRN						
Surveyor-General Key:							
	KZN						
Unique Wetland Number:							
	Owner	Details					
Owner Name: (Full Names/Full Registered Name)	DEREK W	JATSON	J				
Person Type:	Company	Close corpo	ration X Trust Natural person				
Registration/Identity Number:	57111150	052083	3				
	issued by the Master	of the High Co	ch a copy of the latest letters of trusteeship urt.)				
Owner's chosen address for delivery of notices and documents:	Postal Address: 60	x 135	Physical Address : OLD				
documents.	HIMEVILLE	E, 3256 INCHGARTH, HIMEVILL					
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 TUNE 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. wars	50N	Position	OWNER				
Signature H M	v	Date	12 JUNE 2015				
<u> </u>							
Please fax or post this form to:		With a copy t	o:				
The Planning, Monitoring and Evaluat Working for Wetlands, SA National Bi Private Bag X101, PRETORIA, 0001, Telephone: (012) 843 5200, Facsimile	odiversity Institute						



Property Inspection Prior to Wetland Rehabilitation

	Propo	erty Details		
Property Type:	FARM	orty octano	**************************************	
Registration Division:				
Farm Number:				——————————————————————————————————————
Portion Number:				
Farm Name:	GLENCAL	RN	***************************************	
Surveyor-General Key:				**************************************
	KZN			
Unique Wetland Number:				
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(Where there is more than one inter each intervention.)	vendon on amerent	paris or the same prop	erty, piease com	ipiete a separate form for
	Own	er Details		
Owner Name:	DEREK	WATSON		
(Full Names/Full Registered Name)				V
Person Type:	Company	Close corporation	ı │ 🚺 Trust	Natural person
				1 valural person
Registration/Identity	571111			Tractical persons
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Number: Owner's chosen address	(Where applicable issued by the Mas	5052083 e. For a trust, attach a ster of the High Court.)	copy of the lates.	t letters of trusteeship
Number: Owner's chosen address for delivery of notices and	(Where applicable issued by the Mas	5052083 e. For a trust, attach a ster of the High Court.)		t letters of trusteeship
Number: Owner's chosen address	(Where applicable issued by the Mas	5052083 E. For a trust, attach a	copy of the lates. Physical Addre	t letters of trusteeship

Date of Inspection	12	TUNE	2015
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Prope	rty	lns	pe	ctic	n	Prior to Wetland Rehabilitation
Mark the	appr	opria	ate be	ox wi	th ar	X. Where necessary provide further information. re rehabilitation is being done, please state in the Remarks column.
Condition of :	Present	Very Poor	Poor		Excellent	Remarks
Roads				X		
Footpaths				X		
Cattle Tracks			×			
Store Rooms/Buildings (if to be used by contractors) Interior/Exterior: Doors Windows Paint						N/A N/A N/A N/A
Erosion	×					MINOR
Fencing:		Т	Ī			
Fencing wire				\mathbf{x}^{\dagger}		
Fencing posts				X		
Fencing gates				\times		
Litter						N/A
Watering holes	r	<u> </u>	 -r			
Watering notes Water collection points						N/A
Water collection points Water houses/pumps			-			N/A N/A
Trator nouses/painps	L					N/A
River/stream crossings				×		
Invasive alien plants	X					Glyaria
Fire breaks				X		
Other: (Please state)						

Landowner		Provin	cial Coordinator		
Name	D.M. WATSON	Name	Migdi Kuldheka	Name	
Signature	1 Julian	Signature	Shubluka	Signature	
Date	12/06/2015	Date	12/06/2015	Date	



Wetlands Rehabilitation Activities Consent

Property Ty	'no.	FARM	y Details) 			
Registration		TAKIN					
Farm Numb							
Portion Nur							
Farm Name		CIENICALON					
Surveyor-G		GLEN CAIRN	<u> </u>				
Province:	cheral Key.	KZN					
	land Number:	NAIV					
omque met	idila italiibei.						
		Owner	Details	***			
Owner Name	e:						
	Il Registered Name)	DEREK M	JATSON	,			
Person Type		Company	Close corpo	ration	X Trust		Natural person
Registration	/Identity	 					'
Number:	ridentity	57111150	5 208	3			
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documents:		HIMEVILLE,	3256		INCHGARI	TH,	HIMEVILLE
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Project Na	ame:	KZN Sout	TH				
appointed con 1998) and the requisite autho Biodiversity Ins annexure "WF"	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. W		Position	a	UNES.		
Signature	ature Walson			12	2 JUNE	-	2015
Please fax or pos	t this form to:		With a copy to		****		
The Planning, Working for We Privale Bag X101,	Monitoring and tlands, SA National PRETORIA, 0001,	Evaluation Manager, Biodiversity Institute,					
Telephone: (012) 8	43 5200, Facsimile: (08	-rin-rin-lyring-may he/see to to ensure a reconstruction description-	**************************************		hitha dingnasi nam alasi	ON THE WHITE SHEETS, COMMISSION, AND ARRIVE COMMISSION DESCRIPTION OF COMMISSION AND ARRIVE SHEETS AND ARRIVE SHEET SHEETS AND ARRIVE SHEE	

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).

D. WATSON

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



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;
 - 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;
 - 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;
 - 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



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.

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Page 3 of 6

- 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

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

CONDITIONS at

in the presence of the undersigned witnesses:

- 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

H)MEVILLE on 12 JUNE

As witne	ARICK MICHAEL WATSON	Wats 91	
Name	Mbali Kubheka	Name	
Capacity	Provincial Coordinator	Capacity	
Signature	Slubheka	Signature	
Date	12/06/2015	Date	

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Wetlands Survey and Inspection Consent

Property Details

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South African National Biodiversity Institute Working for Wetlands Programme

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Wetlands Rehabilitation Activities Consent

Property Details

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Wetland rehabilitation activities to be carried out

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

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1(d)	The construction of facilities or infrastructure, including associated structures of 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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Activity rumber in Probabilism 200 published in CN No. 200, of 25 April 2006 of the NEMA.



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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

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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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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.

Page 3 of 6

- 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, laiting agreement between them within 7 (seven) days efter the arbitration has been demanded, be an alterney or advocate of at least 1D (ten) years experience appointed by AFSA. The arbitrator shall have tall 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

- 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 incluigence by either of the parties of whatsoever nature shall be of any torce 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 carcelled 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 HISHER EXECUT	NON	OF	THESE	TERMS	ANITY
			Toi		
in the presence of the undersigned withesses:		*************************************			L'O I A

As witness

Name	MIGNEL S. MIHERAGO	Name	Mbali Kubheka
Cepacity	PROSECT Nombres	Capacity	Provincial Coordinator
Signature	GATE C	Signature	Klabirka
Date	26/01/2010	Dale	26/01/2011



national biodiversity institute SANBI

Wetlands Survey and Inspection Consent

~	Property Details	
Property Type:	FARM	
Farm Name:	IVAN HOE	
Surveyor-General Key:		
Province:	KZN	
Unique Wetland Number:	420A-01 & 03	
	Owner Details	
Owner Name:		/
(Full Names/Full Registered Name)		TRANY (PTY) LTD
Person Type:	Close corporation	Trust Natural person
Registration/Identity	1012	
Number:	1962 004878 07	
	(Where applicable. For a trust, attach a c	copy of the latest letters of trusteeship
Owner's chosen address	issued by the Master of the High Court.)	
for delivery of notices and	Postal Address:	Physical Address :
documents:	10 404 47	17.62% 1-05
doddingii(3.	NOTTINGHAM ROAD 3280	Nottinguan Roma
	14044W (CAM) 2400	1 VOTTINGHAM KOND
-I/We hereby agree to underta hereby give unhindered acces the property described above	identify possible work on my/our pro Project during the morke a joint inspection of the property, as to surveyors to conduct the wetlar of which I am the owner. Access to BI or its appointed implementers.	at the request of SANBI.//we and survey and viability study, on
Name RM AT	+SALVONE Position	DIRECTOR
Signature / Mult	Date Date	2012 05 09
Please fax or post this form to:	With a copy to:	- 1111111111111111111111111111111111111
The Planning, Monitoring and Evalu Working for Wetlands, SA National I Private Bag X101, PRETORIA, 000 Telephone: (012) 843 5200, Facsim	Biadiversity Institute	
	WANHOE FAR	MING COMPANY BOX 23



Wetlands Rehabilitation Activities Consent

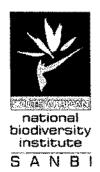
Property Details

Property Type:	FA	em				
Registration Division:	•					
Farm Number:						
Portion Number:						
Farm Name:	NA	NHOE				······································
Surveyor-General Key:						
Province:	K21			***************************************		
Unique Wetland Number:	u3	0A-018	<u>az</u>			
	1	Owne	r Details	·······		
Owner Name: (Full Names/Full Registered Name)		IVANHOE	FARMING .	Comp	ANY (PT	V) ATO .
Person Type:	Х	Company	Close corpora	ation	Trust	Natural person
Registration/Identity Number:		1962/00H	1878/07			
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Owner's chosen address for delivery of notices and	Po	stal Address :	0.80x 23	F	Physical Addre	SS "ARDEN LEE"
documents:						
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Project Name:	Щ.,,,					
I/We hereby consent to the Institute and its appointed in annexure "WFW 003A" atta approval of the relative Wetla the owner.	iplen ched	nenters under I hereto, for	taking the we the project re	tland eferre	rehabilitation of to above	on activities listed in , subject to my/our
Name V.K. CAMP	BELL		Position	د	IRECTOR	
Signature Maupbul		Date	/:	IRECTOR 5/01/2013	3 .	
Please fax or post this form to: The Working for Wetlands Project M Land Resources International PO Box 1211, PIETERMARITZBUR FAX (086) 6859059 TEL (033) 3928	G, 320		With a copy to The Plannin Working for Private Bag X FAX (012) 84	ig, Mo Wetlan 101, Pi	ds, SA Natio RETORIA, 000	

Wetland rehabilitation activities to be carried out

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

Activity number	Activity description
*******	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;
	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 - iii. canals; iv. channels; v. bridges; vi. dams; and vii. weirs;
	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.
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).



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 & 03			

Inte	ervention Nu	ımber		
en da managamente de ana esta esta esta esta esta esta esta est				
(Where there is more than one intervention on a each intervention.)	lifferent parts of the	same proper	ty, please complete	a separate form for

		Own	er l	Details						
Owner Name (Full Names/Full Registered Name)		IVANHOE	F	ARMING	COM	PANY (PA	1) LTD.			
Person Type	X	Company		Close corpo	ration	Trust	Natural person			
Registration/Identity Number			. Fo	r a trust, atta	ch a copy		etters of trusteeship			
Owner's chosen address for delivery of notices and	Po	stal Address	20.	Вох 23	P	Physical Address: ARDEN LEE " NOTTINGHAM ROAD.				
documents (Same as on WFW001)		HOTTING	HAN	1 ROAD 3	280					

Date of Inspection	



Proper	ty I	nsį	oec	tio	n F	Prior to Wetland Rehabilitation
			-a & a			X. Where necessary provide further information. re rehabilitation is being done, please state in the Remarks column.
Condition of :						Remarks
	Present	Very Poor	Poor	Good	Excellent	
Roads						
Footpaths						
Cattle Tracks				<u> </u>		
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(if to be used by contractors)	<u> </u>	-	<u> </u>	<u> </u>	┼─	
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	Landowner	Provin	cial Coordinator	
Name	J. K. CAMPBELL	Name	M. Kubheka	Name
Signatur	1//	Signature	Mublieka	Signature
Date	15-01-2013.	Date	16-01-2013	Date



Wetlands Survey and Inspection Consent

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	-General Key:											
Province	C	K	ZN		***************************************							
Unique V	Vetland Number:											
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Owner Na (Full Names	/Full Registered Name)		55U	835	S FARMING PARTNERSHIP							
Person T	<u> </u>	X	Compa	iny	Close corp	oration	n Trust Natural person					
Registrat	ion/identity	8	7031	2 506	0088							
	(Where applicable. For a trust, attach a copy of the latest letters of trusteeship issued by the Master of the High Court.)											
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Name	NICK STUB	£5			Position	MHA	NAGING PARTNER					
Signature	R.I.				Date	81	16/20:5					
	post this form to:				With a copy to:							
Working for W Private Bag X	Monitoring and Evaluation etlands, SA National Bior 101, PRETORIA, 0001, 12) 843 5200, Facsimile:	diver	sity Institu									



Property Inspection Prior to Wetland Rehabilitation

	Property Details									
Property Type:	FARM									
Registration Division:										
Farm Number:										
Portion Number:										
Farm Name:	SOUTHDOWN									
Surveyor-General Key:										
Province:	KZN									
Unique Wetland Number:										
photo-section and the section										
	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)	STUBBS FARMING PARTNERSHIP									
Person Type:	Company Close corporation Trust Natural person									
Registration/Identity	8703125060088									
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	Postal Address: P.O. Box 658 Physical Address: South Down									
documents: (Same as on WFW001)	HOWICK 3290 FARM, NOTTINGHAM RO									
Date of Inspection	3 6 / 2015									
<u> </u>										

Condition of :	$\neg \top$	Very Poor	Poor	Pood XXX	Excellent	N / A N / A N / A N / A N / A N / A N / A N / A N / A N / A N / A
Roads Footpaths Cattle Tracks Store Rooms/Buildings (if to be used by contractors) Interior/Exterior: Doors Windows Paint Erosion Fencing: Fencing wire Fencing posts Fencing gates Litter Vatering holes				XXXX		N/A N/A N/A N/A
Store Rooms/Buildings (if to be used by contractors) Interior/Exterior: Doors Windows Paint Erosion Fencing: Fencing wire Fencing posts encing gates Litter Vatering holes				XXX		N/A N/A
Store Rooms/Buildings (if to be used by contractors) Interior/Exterior: Doors Windows Paint Erosion Fencing: Fencing wire Fencing posts Fencing gates Litter Vatering holes				X		N/A N/A
Interior/Exterior: Doors Windows Paint Erosion Fencing: Fencing wire Fencing posts Fencing gates Litter Vatering holes						N/A N/A
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<u>L</u>	andowner	Provin	icial Coordinator		
Name	NICKOSTLIBBS	Name	Mbali Kubheka	Name	
Signature	1971	Signature	1 Kubineka	Signature	
Date	8/6/ 2015	Date	08 106 12015	Date	
			7	Date	



Wetlands Rehabilitation Activities Consent

		Droper	ty Details										
Property T	vne:	FARM	ty Details	5		***************************************							
	n Division:	TAKIN											
Farm Num	ber:			····		·							
Portion Nu													
Farm Name	9:	SOUTHDA	4 16 \										
Surveyor-C	eneral Key:	50017100	<u>~~~</u>										
Province:		KZN		***************************************									
Uniqua We	tiand Number:			······································									
		Owne	r Details										
Owner Nan (Full Names/F	ull Registered Name)	STUBBS T	FARMIN	G P	ARTNER	SHIP							
Person Typ	e:	X Company	Close corpo	oration	Trust	Natural person							
Registration Number:	n/identity	870312500	0088										
	(Where epplicable. For a truet, attach a copy of the latest letters of trusteesh issued by the Master of the High Court.)												
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documents.	•	379	5 A 1/0001										
		54	10 NOTTING HAMKED										
Design 1													
Project N	ame:	KZN MIDI	LANDS										
1998) and the requisite authorized authorized authorized annexure "WF	National Environmorizations. I/We fur stitute and its appoint 003A" attached	ental Management ther consent to the nted implementers thereto for the project	legal process Act, as amer Working for I undertaking the	es und ided (10 Wetland ie wetla	er the Nation 07 of 1998) in Is Programmend rehabilitati	ersity Institute and its al Water Act (36 of a order to obtain the e of the SA National on activities listed in vour approval of the above of which I am							
Name	NICK STUBS	\$	Position	MAN	44GING	PARTNER							
Signature	Sil 1		Date 8/6/15										
					· · · · · · · · · · · · · · · · · · ·								
Please fax or pos	t this form to:		With a copy to	•									
rivate Bag X101,	tlands, SA National PRETORIA, 0001,	Evaluation Manager, Biodiversity Institute,											
elephone: (012) 8	43 5200, Facsimile: (086	5) 555 9838											

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.



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:
 - "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;
 - 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;
 - 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;
 - 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;
 - 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.
- 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.

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	LANDOW	NER E	3Y	HIS/HER	EXECUTIO	NC	OF	THE	SE	TEŖ	MS	AND
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in the pres	sence	e of t	he und	dersigned v	vitness	es:									

As witness

Name	Mbali Kubheka	Name	
Capacity	Provincial Coordinate	Capacity	
Signature	Albeka	Signature	
Date	08/06/2015	Date	