
APPENDIX E – LANDOWNER TERMS AND CONDITIONS AGREEMENT




**WILDLIFE PROTECTION SERVICES
ERMELO**

Private Bag x 9068
Ermelo
2350
E-mail: NSikonde@mpg.gov.za

Corner of Robertson & Joubert Street
Tel: 017-819 2827/819 2428
Fax: 017-811 4800
Cell: 083 579 2422 (Boy)

Fax Cover

TO: Mr Andre Beetsje	From: Mr BS Shoba
Fax no: 086 544 5953	Fax no: 017-811 4800
Tel no:	Tel no: 017-819 2827/819 2428
Office:	Office: Ermelo
No. Pages: <u>9</u> (including this page)	
<p>SENDER: <u></u></p> <p>DATE: <u>14/12</u> <u>2002</u></p>	

PLEASE INDICATE IF ANY TRANSACTION IS NOT CLEAR

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WFW 003



national
biodiversity
institute

S A N B I

South African National Biodiversity Institute Working for Wetlands Programme

Wetlands Rehabilitation Activities Consent

Property Details	
Property Type:	Nature Reserve
Registration Division:	
Farm Number:	HT 101
Portion Number:	Remainder
Farm Name:	Paardeplaats
Surveyor-General Key:	
Province:	Mpumalanga
Unique Wetland Number:	

Owner Details			
Owner Name: (Full Names/Full Registered Name)	Mpumalanga Tourism and Parks Agency		
Person Type:	<input checked="" type="checkbox"/> Company	<input type="checkbox"/> Close corporation	<input type="checkbox"/> Trust <input type="checkbox"/> Natural person
Registration/Identity Number:	(Where applicable. For a trust, attach a copy of the latest letters of trusteeship issued by the Master of the High Court.)		
Owner's chosen address for delivery of notices and documents:	Postal Address : P Bag 9068 Ermelo, 2350	Physical Address : Cnr Robertson and Joubert Str. Ermelo, 2350	

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

Name	Shoba Bonjwe Simon	Position	Regional Manager
Signature		Date	14/12/2012

Please fax or post this form to: The Planning, Monitoring and Evaluation Manager, Working for Wetlands, SA National Biodiversity Institute, Private Bag X101, PRETORIA, 0001, Telephone: (012) 843 5200, Facsimile: (086) 555 9838	With a copy to: _____ _____ _____
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WFW 003A

Wetland rehabilitation activities to be carried out

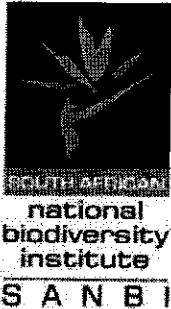
[Note: To be added to/amended as appropriate]

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

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

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

WFW 004



South African National Biodiversity Institute Working for Wetlands Programme

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

Definitions

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

Agreement to Rehabilitation Works

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

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

Before the commencement of the Rehabilitation Works

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

In the course of the Rehabilitation Works

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

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

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

When the works have been completed

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

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

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

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

Addresses for Service and Notices

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

The Landowner: at the Property

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

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

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

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

Dispute Resolution

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

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

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

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

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

General provisions

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

AGREED TO BY THE LANDOWNER BY HIS/HER EXECUTION OF THESE TERMS AND CONDITIONS at Ermeo on 14 / 12 2012

in the presence of the undersigned witnesses:

As witness

Name		Name	
Capacity		Capacity	
Signature		Signature	
Date		Date	

WFW 004A

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



South African National Biodiversity Institute Working for Wetlands Programme

Wetlands Rehabilitation Activities Consent

Property Details	
Property Type:	FARMA
Registration Division:	
Farm Number:	134
Portion Number:	
Farm Name:	COEDICE WINDEN
Surveyor-General Key:	TOHT 000 000 000 134 00000
Province:	MPUMALANGA
Unique Wetland Number:	N42C-01

Owner Details	
Owner Name: (Full Names/Full Registered Name)	ROSMARIE HINZE
Person Type:	<input type="checkbox"/> Company <input type="checkbox"/> Close corporation <input type="checkbox"/> Trust <input checked="" type="checkbox"/> Natural person
Registration/Identity Number:	(Where applicable. For a trust, attach a copy of the latest letters of trusteeship issued by the Master of the High Court.)
Owner's chosen address for delivery of notices and documents:	Postal Address: 10601 221 WAKKERSTROOM. Physical Address: FARM COEDICE WINDEN DIST. LUNenburg

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

Name	Rosmarie Hinze	Position	OWNER
Signature	R Hinze	Date	28/9/2010

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

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

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

Activity number ¹	Activity description
1(d)	The construction of facilities or infrastructure, including associated structures or infrastructure, for resorts, lodges, hotels or other tourism and hospitality facilities in a protected area contemplated in the National Environmental Management: Protected Areas Act, 2003 (Act No. 57 of 2003).
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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.



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

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 - 1.2 the **"Wetland Rehabilitation Plan"** means the plan for the rehabilitation of the wetland prepared by or on behalf of SANBI to which these terms and conditions are attached;
 - 1.3 the **"Property"** means the immovable property described in the Wetland Rehabilitation Plan on which the wetland is situated and which wetland is proposed to be rehabilitated in terms of the Wetland Rehabilitation Plan;
 - 1.4 the **"Landowner"** means the owner of the Property;
 - 1.5 the **"Rehabilitation Works"** means all work required for the rehabilitation of the wetland on the Property which is set out in the Wetland Rehabilitation Plan;
 - 1.6 the **"In Principle Consent"** means any consent (under the National Water Act as well as the National Environmental Management Act, as amended) in principle given by the Landowner to SANBI prior to the preparation of the Wetland Rehabilitation Plan;
 - 1.7 **"Contractor/s"** means the independent person/s or entity/ies contracted by SANBI to carry out any survey of the Property and to perform or to assist with the performance of the Rehabilitation Works, and includes workers employed by the Contractor.

Agreement to Rehabilitation Works

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

Before the commencement of the Rehabilitation Works

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

In the course of the Rehabilitation Works

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

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

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

When the works have been completed

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

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

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

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

Addresses for Service and Notices

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

<p>The Landowner: <i>P. O. Kot 221</i> <i>11 BAKKARSTRAAT</i></p>	<p>at the Property</p> <p>with a copy to any other address which may have been given for the Landowner in the In Principle Consent;</p>
<p>SANBI:</p>	<p>c/o Working for Wetlands Pretoria National Botanical Gardens 2 Cussonia Avenue Brummeria 0184 PRETORIA</p>

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

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

Dispute Resolution

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

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

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

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

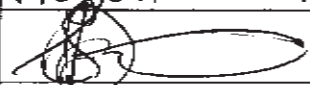

The provisions of this clause 27 shall not debar either party from applying for or obtaining urgent interim relief from any competent Court.

General provisions

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

AGREED TO BY THE LANDOWNER BY HIS/HER EXECUTION OF THESE TERMS AND CONDITIONS at GOTYERUMI/FW on 28/9/ 2010
in the presence of the undersigned witnesses: *B. Hinze*

As witness Rosmarie Hinze

Name	<u>Zweli Dlalisa</u>	Name	<u>ANDRE BEEBE</u>
Capacity	<u>Project Manager</u>	Capacity	<u>PC</u>
Signature		Signature	
Date	<u>28/09/2010</u>	Date	<u>28/9/2010</u>

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

- (1) STORAGE
- (2) WATERPUMP
- (3) ASSIST WITH OPERATIONAL TRANSPORT (TRACTOR)