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AM: Marco
FROM: Anzée
(Riley)

ORIGINAL (Signed)
ONE FOUND AND
FILED 17-11-2005

AGREEMENT

LOCAL COUNCIL OF NATURE'S VALLEY

AND

NATURE'S VALLEY RATEPAYERS' ASSOCIATION

AND

NATIONAL PARKS BOARD

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A G R E E M E N T

ENTERED INTO BETWEEN

LOCAL COUNCIL OF NATURE'S VALLEY

AND

NATURE'S VALLEY RATEPAYERS' ASSOCIATION

AND

NATIONAL PARKS BOARD

NOW THEREFORE THE PARTIES HEREBY AGREE AS FOLLOWS:

The parties to this Agreement are:

1. THE PARTIES

1.1 LOCAL COUNCIL OF NATURE'S VALLEY, herein represented by

George Charles Percy MARTIN

in his/her capacity as

2.

Chairman

duly authorized thereto in terms of a resolution adopted on

10 January 1994
hereinafter referred to as the COUNCIL, as the First Party;

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J. P. ...
... B

1.2 NATURES' VALLEY RATEPAYERS' ASSOCIATION, herein represented by

Patrick Nugent FitzPatrick NIVEN.

in his/her capacity as

Chairman

duly authorized thereto in terms of a resolution adopted on

27 December 1993

hereinafter referred to as the RATEPAYERS, as the Second Party;

(The First and Second Parties acting in conjunction on the one side.)

1.3 NATIONAL PARKS BOARD, herein represented by

Normanus Batta

in his/her capacity as

Board Secretary

duly authorized thereto in terms of a resolution adopted on

8 September 1994

hereinafter referred to as the BOARD, on the other side.

2. PRELIMINARY

2.1 Clause headings are inserted for the sake of convenience only and shall not be read for the purposes of interpreting any provision of this Agreement.

2.2 Save where the context clearly indicates the contrary, any expression in this Agreement which refers to :

2.2.1 a gender, shall include the other genders;

2.2.2 the singular shall include the plural and vice versa.

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- 2.3 Any reference in this Agreement to any legislation, regulation or other statutory provision shall be read as being reference to such legislation, regulation or statutory provision as currently enacted, and to any future amending or substituted legislation, regulation or statutory provision.

3. DEFINITIONS

In this Agreement, and unless the context clearly indicates a contrary intention:

- 3.1 "the Act" shall mean the National Parks Act, 1976 (Act 57 of 1976) or any amendment thereof as well as any regulations and rules issued in terms thereof;
- 3.2 "the Agreement" shall mean this Agreement with Management Plan and any annexures thereto which have been signed by both Parties;
- 3.3 "the Board" shall mean the National Parks Board established in terms of the Act, and its successors;
- 3.4 "the Commencement Date" shall mean the date on which the notice declaring the Properties to be part of a national park in terms of the Act is published in the Government Gazette;
- 3.5 "the Council" shall mean the Nature's Valley Local Council, and its successors;
- 3.6 "the Lagoon" shall mean the tidal section of the Groot River as defined in the Seashore Act 1935 (Act 21 of 1935);
- 3.7 "the Management Plan" shall mean the guidelines for the control and management of the Properties agreed upon and signed by the Parties hereto, which Management Plan constitutes part of the Agreement;
- 3.8 "the Minister" the Minister of Environment Affairs;
- 3.9 "the Park" shall mean the Tsitsikamma National Park or any extension or reduction thereof;
- 3.10 "the Parties" shall mean the parties to this Agreement;
- 3.11 "the Plan" shall mean the plan which is attached to the Management Plan;
- 3.12 "the Properties" shall mean the properties referred to in clause 4 of the Agreement;

J. Adcock M. G. 1
and [unclear] B

3.13 "the Ratepayers" shall mean the Nature's Valley Ratepayers' Association;

3.14 "the Sea Shore" shall mean the area situated between the low-water mark and the high-water mark of the Lagoon and the Sea, as defined in the Sea-shore Act 1935 (Act 21 of 1935).

4. BASIS OF AGREEMENT

4.1 The following properties form the subject of this Agreement:

- 1. Erf 382 Nature's Valley, situated in the Administrative District of Knysna, Province of the Cape of Good Hope, and including Kurland Drive which property and road vests in the COUNCIL in terms of Act 94 of 1987, read with Section 42 of Proclamation R2517 of 9 December 1988.
- 2. Erf 444 Nature's Valley, situated in the Administrative District of Knysna, Province of the Cape of Good Hope, which property vests in the COUNCIL in terms of Act 94 of 1987, read with Section 42 of Proclamation R2517 of 9 December 1988.
- 3. Remainder of Erf 434 Nature's Valley, which property vests in the COUNCIL in terms of Act 94 of 1987, read with Section 42 of Proclamation R2517 of 9 December 1988.

around the ...

4.1.2 The COUNCIL will make the Properties available to the BOARD for the declaration thereof as a contractual part of a national park, to be managed by the BOARD as part of the Park for the period and subject to the terms and conditions as set out in this Agreement.

4.1.3 The BOARD undertakes:

- 4.1.3.1 to request the Minister to declare the Properties to be a contractual part of the Park, without delay, after the signing of this Agreement;
- 4.1.3.2 to manage and control the Properties for the period and subject to the terms and conditions set out in this Agreement;

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4.1.3.3 at the termination of this Agreement as provided for in the Agreement, to request the Minister to withdraw the Properties or such portion thereof as may at that time be agreed upon by the Parties, from the status of a contractual part of the Park and return the Properties or the agreed portion thereof to the sole control of the COUNCIL.

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4.1.4 It is the purpose of the agreement to grant a high conservation status to the Properties by the management thereof as an ecological unit with the PARK.

5. PERIOD OF THE AGREEMENT

5.1 This Agreement shall take effect on the Commencement Date and shall continue in force for an initial period of thirty (30) years, provided that the parties shall have the right to cancel the Agreement by giving five (5) years prior to the end of the initial period notice in writing to the other party or parties of its intention to terminate the Agreement.

5.2 In the event that no such notice has been given the Agreement will be automatically renewed for further periods of ten years at a time on the same terms and conditions. The five year notice period will also apply to such renewals.

6. THE PROPERTY AND THE RIGHTS ATTACHING THERETO

6.1 The COUNCIL retains all the rights of which it is at the Commencement Date of this Agreement possessed, or may at any time during the currency of this Agreement legitimately acquire, and which are not inconsistent with the aims and objectives of this Agreement.

6.2 The BOARD shall not take any action which may be at variance with such rights, including any servitude or other obligation of the COUNCIL, other than as specifically provided for under this Agreement.

6.3 The COUNCIL in turn undertakes that during the currency of this Agreement it will not alienate the Properties, any portion thereof or any right thereto, nor will it enter into any contract or agreement in respect thereof without the prior written consent of the BOARD.

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7. MANAGEMENT OF THE PROPERTIES

7.1 The management and control of the Properties shall be governed by the provisions and objectives of the Act but subject always to the limitations set out in clauses 6.1 or 6.2 above and in accordance with the provisions of the Management Plan.

8. IMPROVEMENTS

It shall at no time be considered that the BOARD has by virtue of this Agreement acquired any rights or lawful claim to a grant of the Properties and it shall not on termination of this Agreement in terms of clause 5 or 9 thereof, be entitled to any compensation for any structures and/or installations erected by the BOARD on the Properties as may have been approved by the COUNCIL, which structures and/or installations shall become the property of the COUNCIL if they are not removed before the termination of this Agreement: Provided that the COUNCIL reserves the right to take over any or all structures and/or installations on or in anticipation of the termination of the Agreement, against payment of compensation equal to the market value of the structures, and/or installations:

Provided further that should the COUNCIL on termination of this Agreement not require any of the said structures and/or installations or any part thereof the BOARD shall, upon being required in writing by the COUNCIL to do so, be obliged to remove the said structures and/or installations or such part thereof as the COUNCIL specify, within such period as the COUNCIL may determine. Should the BOARD fail to comply with the written instructions of the COUNCIL within such a period as may be specified, the COUNCIL shall have the right to remove the structures and/or installations at the expense of the BOARD.

9. BREACH OF THE AGREEMENT

In the event of a violation of the conditions of this Agreement by any one of the Parties the other parties shall have the right to demand specific performance of the terms of the Agreement or the right to cancel the Agreement should the party that is responsible for such violation not restore the violation within ninety (90) days after receipt of the written notification to this effect.

J. E. H. O. W.
ADW.
11/11/05

10. DOMICILIA AND NOTICES

10.1 The Parties select the following addresses as their respective domicilia citandi et executandi for all purposes under this Agreement:

10.1.1 The COUNCIL:

90 South Cape Regional Services Council
 P.O. Box 12
 GEORGE 6530

10.1.2 The RATEPAYERS:

C/O Dr. Rene de Rooy
 11 Lagoon Ridge
 Kuyasa 6570

10.1.3 The BOARD:

643 Keyds Street
 Mucklenant
 Portonid

10.2 Any notice in connection with this Agreement shall be deemed to have been duly given seven (7) days after posting if posted in writing to the domicilium citandi et executandi of the other Parties by prepaid registered post.

10.3 The Parties may change their chosen domicilium citandi et executandi by giving written notice of such amendment to the other Parties.

11. AMENDMENTS AND AUTHORIZATION

11.1 No variation or amendment or suspension of any of the terms of this Agreement shall be valid, and no further agreement which may conflict in any way with the terms of this Agreement shall be binding upon any of the Parties hereto unless such variation, amendment, suspension or conflicting agreement shall have been recorded in writing and signed by the Parties hereto.

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 J. [unclear]
 P. [unclear]
 11/11

11.2 This Agreement, with enclosures, as signed by the Parties, constitutes the full Agreement between the Parties and no conceptions which are not included herein will be of force.

11.3 This Agreement is personal and may not be ceded or delegated.

12. INDEMNITY

It is the purpose of the Parties in terms of this Agreement that the BOARD shall have the full control over the Properties for the duration of the Agreement subject to the provisions of this Agreement. The BOARD therefore indemnifies the other two Parties against all costs, losses, actions and claims, including claims for damages, injury to person or damage to property and all costs, including costs between attorney and client, which the other two Parties may be called upon or compelled to pay and which may arise directly or indirectly from any action by any person or persons as a result of this Agreement or as a result of any act carried out on the Properties by the BOARD or its servants, employees, contractors or clients in terms of this Agreement.

13. EXPROPRIATION

13.1 The BOARD shall not take any steps whatsoever to promote or achieve expropriation of the Properties or any portion thereof with a view to acquiring ownership thereof by the BOARD for the duration of this Agreement.

13.2 In the event of any such expropriation nevertheless taking place in favour of the BOARD, the BOARD undertakes that it will abide by its obligations under this Agreement towards the Parties in respect of the rights of registered property owners of Nature's Valley as existing prior to such expropriation.

THUS DONE and SIGNED at Nature's Valley on this 30 day of July 1999

[Signature]
on behalf of THE NATURE'S VALLEY LOCAL COUNCIL

AS WITNESSES:

- 1. [Signature]
- 2. [Signature]

[Handwritten notes/signatures]

MANAGEMENT PLAN

1. INTRODUCTION

1.1 This Management Plan referred to in clauses 3.2 and 3.7 of the Agreement which was signed by the LOCAL COUNCIL OF NATURE'S VALLEY, NATURE'S VALLEY RATEPAYERS' ASSOCIATION and the NATIONAL PARKS BOARD respectively, and which constitutes part of such written Agreement, in respect of the declaration of the properties of the LOCAL COUNCIL OF NATURE'S VALLEY, as more fully described in clause 4.1 of the Agreement, as a contractual part of a national park which will be managed and controlled as part of the Tsitsikamma National Park, in terms of Section 2 of the National Parks Act 1976 (Act 57 of 1976) as amended, and the Management Plan and the Agreement are to harmonise in respect of the general interpretation of the Agreement.

1.2 It is the purpose of the Agreement to grant the highest conservation status to the Properties and to place the NATIONAL PARKS BOARD in a position, in the spirit of the Act and with the co-operation of the LOCAL COUNCIL OF NATURE'S VALLEY and the property owners of Nature's Valley Township as represented by THE NATURE'S VALLEY RATEPAYERS' ASSOCIATION, to lay down a strategy for the orderly management and control of the relevant Properties as a unit of the Park. The LOCAL COUNCIL OF NATURE'S VALLEY and the registered property owners of Nature's Valley Township will, however, retain their interests in the Properties, subject to the provisions of the Agreement.

2. DEFINITIONS

2.1 Save for the context of this Management Plan implying to the contrary, the definitions as they appear in clause 3 of the Agreement will be applicable to this Management Plan or any amendment thereof.

3. MANAGEMENT OF PROPERTIES

3.1 The management and control of the Properties by the BOARD in terms of this Agreement shall be undertaken in close collaboration between the Parties and the BOARD will keep the other Parties fully informed of its management actions. For this purpose a management committee shall be established within 6 (six) months from the Commencement Date. Such committee shall comprise an equal number of officials nominated by the BOARD and persons nominated by the RATEPAYERS, at least one of whom shall be a member of the COUNCIL or its Successor and who would represent Nature's Valley on that Successor Council.

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- 3.1.1 The management committee will meet at least twice in every calender year.
- 3.1.2 An official of the BOARD will be appointed by the management committee as chairman of the committee.
- 3.1.3 The functions of the management committee are as follows:
 - (a) discussions and taking of decisions regarding the implementation of the Management Plan;
 - (b) to ensure that the Management Plan is complied with;
 - (c) to deal with the revision and amendment of the Management Plan for submission to the Parties for approval; and
 - (d) to safeguard the interest of the registered property owners of Nature's Valley regarding the use of the Properties.
- 3.1.4 The BOARD undertakes to manage and control the Properties in accordance with the directions of the management committee.
- 3.2 The Board shall in terms of the Act and the Agreement have full control over and shall be responsible for the protection and care of the Properties with due regard to the existing use thereof by the registered property owners of Nature's Valley Township and the general public, for recreational purposes, subject to environmental limitations identified by the Management Committee and to nationally accepted principles in this regard.

Such existing usage and privileges shall not be curtailed except as may be agreed by the Parties in writing.
- 3.3 Officials that have been appointed by the Board shall exercise the necessary control over the Properties in terms of the Act and this Agreement.
- 3.4 The Board shall be responsible for the removal of rubbish, rubble or any other refuse from the Properties and to keep the Properties in a clean and neat condition.
- 3.5 The Board shall be responsible for the maintenance of the access footpaths to the beach across the said Erf 444.

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Z. J.
B.
W. S.

- 3.6 The Board shall be responsible to provide the necessary life saving services at selected areas on the beach during the December\January holiday season every year. Such selected areas will be identified in collaboration with the Parties. It is recorded that the costs involved to provide such services will be shared on an equal basis between the Board and the Council.
- 3.7 The Board shall be responsible at its own cost, for the provision of such ablution facilities on the Properties and as agreed by the Parties, as well as for the servicing of such facilities.
- 3.8 Whenever it may become necessary in the opinion of the Parties, the Board shall be responsible for the control over the number of vehicles and the number of people at the public parking area situated at the mouth of the River Lagoon as well as access to the Properties.
- 3.9 The Board shall be responsible for the maintenance of the public parking area at the mouth of the Lagoon. Such maintenance will be undertaken in consultation with and to the satisfaction of the Parties.
- 3.10 The Board shall be responsible for the control of the type of activities on the Properties. Any decision on the type of activities shall first be agreed upon by the Parties, before it can be executed.
- 3.11 The Board undertakes to manage the artificial opening of the estuary mouth based on scientific criteria, but with due consultation and consideration of the requirements of the Parties.
- 3.12 No trading or any other commercial activities whatsoever shall take place on the Properties other than trading and commercial activities which may be undertaken by the Board, with the written approval of the Parties.
- 3.13 The Board shall maintain all improvements on the Properties.
- 3.14 No building or any other improvement may be erected on the Properties and existing buildings or other improvements may not be transformed, without the prior written approval of the Parties and subject to such conditons as the Parties may lay down.
- 3.15 All income that may be derived from entrance fees or any approved commercial activity by the Board, on the Properties, shall accrue to the Board. It is agreed that registered property-owners in Nature's Valley which term includes their families, lessees and workmen shall be exempt from any entrance fees.

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- 3.16 All persons that enter upon the Properties, shall be subject to the provisions of the Act.
- 3.17 Should the Board in future obtain control over the Lagoon, sea-shore and part of the sea opposite Nature's Valley Township, the Board will allow the use of these areas for sunbathing, swimming, boating, boardsailing, bait collecting, fishing, scuba diving and the playing of games, subject to environmental limitations identified by the Parties to this Agreement and nationally accepted principles in this regard.
- 3.18 The Management Plan may be amended from time to time subject to the approval of the Parties and such amendments shall form part of this Management Plan or shall substitute this Management Plan.

THUS DONE and SIGNED at Nature's Valley on this 30 day of July 1994.

.....[Signature].....
 on behalf of THE NATURE'S VALLEY LOCAL COUNCIL

AS WITNESSES:

- 1. [Signature]
- 2. [Signature]

[Signature]

THUS DONE and SIGNED at ¹⁴ Port Elizabeth on this 3rd day of August 1997

[Signature]
on behalf of THE NATURE'S VALLEY
RATEPAYERS' ASSOCIATION

AS WITNESSES:

- 1. [Signature]
- 2. [Signature]

THUS DONE and SIGNED at on this day of 19

.....
on behalf of THE NATIONAL
PARKS BOARD

AS WITNESSES:

- 1.
- 2.

[Signature]
[Signature]