

BELA-BELA LOCAL MUNICIPALITY

SERVICES AGREEMENT

FOR

**PROPOSED KLEIN KARIBA RETIREMENT VILLAGE
SITUATED ON PORTION 1 AND PART OF
PORTIONS 2, 3 AND 4 OF
THE FARM VALENCIA 449-KR**

AUGUST 2011

SERVICES AGREEMENT

KLEIN KARIBA RETIREMENT VILLAGE

MEMORANDUM OF AGREEMENT ENTERED INTO BY AND BETWEEN

BELA-BELA LOCAL MUNICIPALITY

Herein represented by N.S. Bambo in his capacity as Municipal Manager

duly authorized thereto

(hereinafter referred to as "the Municipality")

And

MAJESTIC SILVER TRADING 279 (PTY) LTD.

Herein represented by Dr. A.J. Kruger in his capacity as Director


duly authorized thereto

(hereinafter referred to as "the Developer")

L.N. [Signature]

WHEREAS:

- 1.1. The Afrikaanse Taal- en Kultuur Vereeniging is the owner of the fixed property situated on Portion 1 and part of Portions 2 and 3 of the Farm Valencia 449-KR (hereinafter referred to as "the property"). The property will be transferred to the Developer when the township has been registered. This property falls outside the urban edge. A locality plan is attached as Addendum A.
- 1.2. The Developer has applied for the establishment of a township on the property in terms of the Development Facilitation Act which is in the process of approval.
- 1.3. The Developer is not dependant on the Municipality for the supply of water, sewer connections and electricity connections. The Developer must make their own arrangements for supply of water, disposal of sewer and electricity supply. Details of the total stands of the development are shown in Table 1 - Addendum B.
- 1.4. The Municipality has indicated that they will not supply bulk water, a sewer connection and electricity to the development of proposed Klein Kariba Retirement Village.
- 1.5. The cost for the construction and or the installation of all internal services including the entrance road and upgrading of the access with the P101 road for the development is for the Developers account.
- 1.6. The Developer has indicated that the conditions so mentioned are acceptable to the Developer for the continuance of the proposed development.

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NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

2. WATER

- 2.1 The Municipality will not supply bulk water to the Developer for the development. The Developer must make their own arrangements to supply the development with a minimum of 372 KI water per day when the development is completed. Attached in Annexure C is the table showing the water demand.
- 2.2 The Developer shall be liable for all installation costs for the supply of water to the proposed development, including the development of boreholes, construction of a reservoir and the water reticulation system in the proposed development. Layout plans of the proposed water system are attached in Addendum D.
- 2.3 The Developer shall be liable for all maintenance of the whole water supply system.
- 2.4 The Developer shall be liable for the following before any water system (boreholes) are utilized for human consumption:
- 2.4.1 Compliance with the National Standards for water quality.
 - 2.4.2 Proof of water licenses from the Department of Water Affairs and Forestry for the boreholes.
 - 2.4.3 A Water Safety and Risk Plan.
 - 2.4.4 Process Control and Maintenance Competency (Register at DWAF).
 - 2.4.5 Monitoring Programme that must allow for monthly testing.
 - 2.4.6 Sample testing must be done by an accredited institution.
 - 2.4.7 All test results must be submitted once a month to the Municipality for them to update their database and publication of the data.
 - 2.4.8 A Response Management Plan for failure of the system.
 - 2.4.9 An Asset Management Plan.
- 2.5 No contribution is payable by the Developer to the Municipality.

3. SEWERAGE

- 3.1. The Developer shall not be entitled to connect to the current Bela-Bela Municipality sewer system. The Developer must construct, at their own cost, a sewerage disposal works that can handle 321 KI sewerage per day when the development is completed. Attached in Addendum C is the table showing the sewer outflow.

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- 3.2. The Developer shall be liable for all installation costs for the treatment plant for the proposed development, including the sewer network. Layout plans of the proposed sewerage system are attached as Addendum E.
- 3.3. The Developer shall be liable for all maintenance of the whole sewerage system.
- 3.4 The Developer shall be liable for the following before the treatment works is commissioned:
- 3.4.1 Compliance with the National Standards for water quality.
 - 3.4.2 Proof of waste water treatment works licenses from the Department of Water Affairs and Forestry for the treatment works.
 - 3.4.3 A Water Safety and Risk Plan.
 - 3.4.4 Process Control and Maintenance Competency (Register at DWAF).
 - 3.4.5 Monitoring Programme that must allow for monthly testing.
 - 3.4.6 Sample testing must e done by an accredited institution.
 - 3.4.7 All test results must be submitted once a month to the Municipality for them to update their database and publication of the data.
 - 3.4.8 A Response Management Plan for failure of the system.
 - 3.4.9 An Asset Management Plan.
- 3.5 No contribution is payable by the Developer to the Municipality.

4. ELECTRICITY

- 4.1 The Municipality will not supply electricity to the Developer for the development. The Developer must make arrangements with Eskom to supply the development with a maximum demand of 1700kVA when the development is fully developed.
- 4.2 The Developer shall be liable for all installation and the costs of the internal electrical reticulation of the proposed development. Layout plans and electrical demand of the proposed electrical system are attached in Addendum F.
- 4.3 The Developer shall be liable for all maintenance of the internal electrical system.
- 4.4 No contribution is payable by the Developer to the Municipality.

5. REFUSE

- 5.1. Refuse will be removed by the Developer and taken to the Council's dumping site.

L. v.  

6. ROADS AND STORM WATER

- 6.1. The Developer will design and construct all the internal roads as well as the entrance road which allows access to the development and the upgrading of the access at the P101 road.
- 6.2. The Developer shall be liable for all the costs to construct all internal roads and storm water systems for the proposed development, as well as the entrance road, with storm water, to the development and the upgrading of the access from P101. Layout plans are attached as Addendum G.
- 6.3. The Developer shall be liable for all maintenance of the internal roads and storm water systems.
- 6.4. The entrance road will become the property of the Bela-Bela Municipality and therefore the maintenance etc. thereof will be the responsibility of the Municipality.
- 6.5. The upgrading of the access at the P101 will become the property of the Roads Agency Limpopo (Pty) Ltd. and therefore the maintenance etc. thereof will be the responsibility of the Road Agency Limpopo (Pty) Ltd.
- 6.6. No contribution is payable by the Developer to the Municipality.
- 6.7. The entrance roads and storm water will be in accordance with the Municipality standards and the upgrade of access with P101 road will be in accordance with the Roads Agency Limpopo (Pty) Ltd. standards and approved by the Municipality and Roads Agency Limpopo (Pty) Ltd. before construction commences.

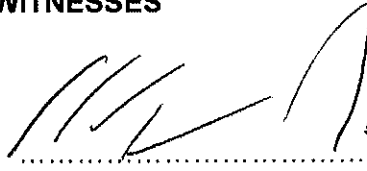
8. OWNERSHIP OF SERVICES

After the installation of the services it will become the property of the Developer, except for the entrance road which becomes the property of the Bela-Bela Municipality and the access upgrade at the P101 road becomes the property of the Roads Agency Limpopo (Pty) Ltd.

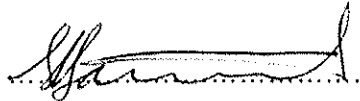
L. v. 

Thus done and signed at BELA-BELA on this 11 Day of October 2011

AS WITNESSES

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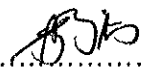
2.



MUNICIPALITY

Thus done and signed at BELA-BELA on this 18 Day of FEBRUARY 2013

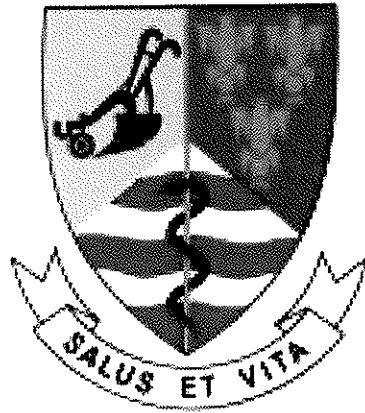
AS WITNESSES

1. 

2.



DEVELOPER



BELA-BELA LOCAL MUNICIPALITY

SERVICES AGREEMENT

FOR

**PROPOSED EXTENSIONS TO
THE KLEIN KARIBA RESORT ON PORTION 87 OF
THE FARM BUISKOP 464-KR**

AUGUST 2011

SERVICES AGREEMENT

EXTENSIONS TO THE KLEIN KARIBA RESORT

MEMORANDUM OF AGREEMENT ENTERED INTO BY AND BETWEEN

BELA-BELA LOCAL MUNICIPALITY

Herein represented by N.S. Bambo in his capacity as Municipal Manager

duly authorized thereto

(hereinafter referred to as "the Municipality")

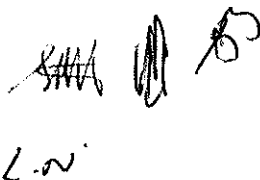
And

AFRIKAANSE TAAL- EN KULTUUR VEREENIGING

Herein represented by Dr. A. J. Kruger in his capacity as Director

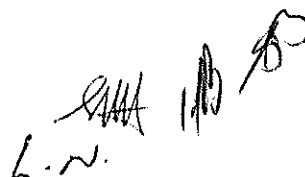
duly authorized thereto

(hereinafter referred to as "the Developer")

Handwritten signatures and initials, including a large signature, a smaller signature, and the initials 'L.N.' below them.

WHEREAS:

- 1.1. The Afrikaanse Taal- en Kultuur Vereeniging is the owner of the fixed property situated on Portion 87 and of the farm Buiskop 464-KR (hereinafter referred to as "the property"). The property will remain in the owners name. This property falls outside the urban edge. A locality plan is attached as Addendum A.
- 1.2. The Developer has applied for the extensions of the existing rights on the property in terms of the Development Facilitation Act which is in the process of approval.
- 1.3. The Developer is not dependant on the Municipality for the supply of water, sewer connections and electricity connections. The Developer must make their own arrangements for supply of water, disposal of sewer and electricity supply. Details of the total extensions are shown in Table 1 - Addendum B.
- 1.4. The Municipality has indicated that they will not supply bulk water, a sewer connection and electricity to the extensions of Klein Kariba Resort.
- 1.5. The cost for the construction and or the installation of all internal services for the extensions is for the Developers account.
- 1.6. The Developer has indicated that the conditions so mentioned are acceptable to the Developer for the continuance of the proposed extensions.

L.N. 

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

2. WATER

- 2.1 The Municipality will not supply bulk water to the Developer for the extensions. The Developer must make their own arrangements to supply the development with a minimum of 437 Kl water per day when the extensions is completed. Attached in Annexure C is the table showing the water demand.
- 2.2 The Developer shall be liable for all installation costs for the supply of water to the proposed extensions, including the development of boreholes, construction of a reservoir and the water reticulation system to the proposed extensions.
- 2.3 The Developer shall be liable for all maintenance of the whole water supply system.
- 2.4 The Developer shall be liable for the following before any water system (boreholes) are utilized for human consumption:
- 2.4.1 Compliance with the National Standards for water quality.
 - 2.4.2 Proof of water licenses from the Department of Water Affairs and Forestry for the boreholes.
 - 2.4.3 A Water Safety and Risk Plan.
 - 2.4.4 Process Control and Maintenance Competency (Register at DWAF).
 - 2.4.5 Monitoring Programme that must allow for monthly testing.
 - 2.4.6 Sample testing must be done by an accredited institution.
 - 2.4.7 All test results must be submitted once a month to the Municipality for them to update their database and publication of the data.
 - 2.4.8 A Response Management Plan for failure of the system.
 - 2.4.9 An Asset Management Plan.
- 2.5 No contribution is payable by the Developer to the Municipality.

3. SEWERAGE

- 3.1. The Developer shall not be entitled to connect to the current Bela-Bela Municipality sewer system. The Developer must construct / upgrade, at their own cost, a sewerage disposal works that can handle 329 Kl sewerage per day when the development is completed. Attached in Addendum C is the table showing the sewer outflow.

L. N.  

- 3.2. The Developer shall be liable for all installation / upgrade costs for the treatment plant for the proposed development, including the sewer network.
- 3.3. The Developer shall be liable for all maintenance of the whole sewerage system.
- 3.4. The Developer shall be liable for the following before the treatment works is commissioned:
 - 3.4.1 Compliance with the National Standards for water quality.
 - 3.4.2 Proof of waste water treatment works licenses from the Department of Water Affairs and Forestry for the treatment works.
 - 3.4.3 A Water Safety and Risk Plan.
 - 3.4.4 Process Control and Maintenance Competency (Register at DWAF).
 - 3.4.5 Monitoring Programme that must allow for monthly testing.
 - 3.4.6 Sample testing must e done by an accredited institution.
 - 3.4.7 All test results must be submitted once a month to the Municipality for them to update their database and publication of the data.
 - 3.4.8 A Response Management Plan for failure of the system.
 - 3.4.9 An Asset Management Plan.
- 3.5. No contribution is payable by the Developer to the Municipality.

4. ELECTRICITY

- 4.1 The Municipality will not supply electricity to the Developer for the development. The Developer must make arrangements with Eskom to supply the development with an additional maximum demand of approximately 500kVA when the development is fully developed.
- 4.2 The Developer shall be liable for all installation and the costs of the internal electrical reticulation of the proposed development. Layout plans and electrical demand of the proposed electrical system are attached in Addendum D.
- 4.3 The Developer shall be liable for all maintenance of the internal electrical system.
- 4.4 No contribution is payable by the Developer to the Municipality.

L. N. [Signature]

5. REFUSE

5.1. Refuse will be removed by the Developer and taken to the Council's dumping site.

6. ROADS AND STORM WATER

6.1. The Developer will design and construct all the internal roads.

6.2. The Developer shall be liable for all the costs to construct all internal roads and storm water systems for the proposed extensions.

6.3. The Developer shall be liable for all maintenance of the internal roads and storm water systems.

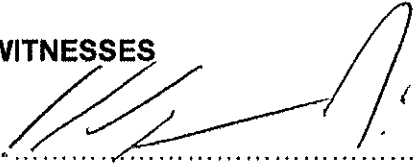
6.4. No contribution is payable by the Developer to the Municipality.

7. OWNERSHIP OF SERVICES


After the installation of the services it will become the property of the Developer.

Thus done and signed at BELA-BELA on this ...11... Day of ...October 2011.

AS WITNESSES

1. 
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2.


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MUNICIPALITY

Thus done and signed at BELA-BELA on this ...18... Day of ...February 2013

AS WITNESSES

1. 
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2.


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DEVELOPER