

K 1 /1993 L

NOTARIAL AGREEMENT OF LEASE

THE SOUTHERN AFRICAN NATURE FOUNDATION

in favour of

CHIEF DIRECTORATE: WORKS OF THE CAPE PROVINCIAL
ADMINISTRATION

LODGED BY
HUTTON & COOK

Registered this
UMBhalisi we ngowe
Deeds Registry
I-Ofisi yo Bhaliso-mihlaba
CISKEI

10 MAR 1993

Registrar of Deeds
UMBhalisi weMihlaba

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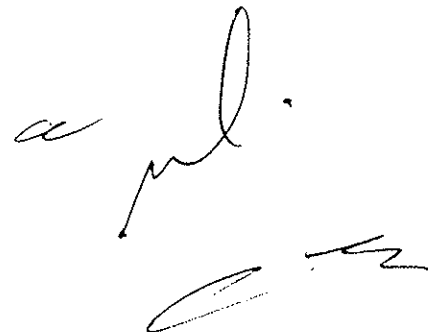
Protocol Number 447

NOTARIAL AGREEMENT OF LEASE

BE IT HEREBY MADE KNOWN that on the 22nd day of FEBRUARY in the year One Thousand Nine Hundred and Ninety Three (1993) at BISHO in the Republic of the Ciskei, before me

MALCOLM JOHN HAY ANDERSON

a Notary Public by lawful authority, duly sworn and admitted, practising at Bisho in the Republic of Ciskei, and in the presence of the subscribed witnesses, personally came and appeared



JOHANNES SCHOEMAN

duly authorised thereto by:

1. a Power of Attorney dated at **STELLENBOSCH** on **14TH JANUARY 1993**, granted to him by

JOHN HANKS

in his capacity as **CHIEF EXECUTIVE** and herein representing

THE SOUTHERN AFRICAN NATURE FOUNDATION

("the Lessor")

duly authorised thereto by a resolution of the Board of Trustees dated **14th January 1993** and

2. a Power of Attorney dated at **CAPE TOWN** on the **21st January 1993**, granted to him by

JOHANNES ANDRIES CHRISTIAAN KOTZÉ

in his capacity as **DIRECTOR** of the

**CHIEF DIRECTORATE: WORKS OF THE
CAPE PROVINCIAL ADMINISTRATION**

("the Lessee")

duly authorised thereto by a delegation of the Department of Government Expenditure of the Republic of South Africa under reference 4/6/1/47 dated 3 June 1992 which powers of attorney, resolution and copy of delegation have been filed in my protocol.

AND THE APPEARER DECLARED THAT

WHEREAS:

1. The Lessor is the registered owner of the property known as:-

Portion 1 of the farm **BOTHA'S KLOOF** No. 209, Division of Victoria East;

Measuring: 96, 3599 (Ninety six comma Three Five Nine Nine) hectares;

Held by Deed of Transfer No. T 629/1992

("the Property").



2. The Lessee is desirous of renting the above Property from the Lessor.

NOW THEREFORE the parties have agreed as set out below :-

1. **AGREEMENT**

The Landlord hereby leases to the Lessee who hereby rents from the Landlord the Property on the terms and conditions set out herein.

2. **DURATION**

The lease term in terms of this agreement shall be 99 (ninety nine) years and shall commence on 1 October 1992 ("the Commencement Date") from which date the Lessee shall take possession of the Property.

3. **CONSIDERATION**

The consideration payable by the Lessee to the Lessor is an amount of R0,50 (Fifty Cents) per year, which total amount of R49,50 (~~Ninety Nine Rand~~) is payable on the Commencement Date. (Forty Nine Rand and Fifty Cents)

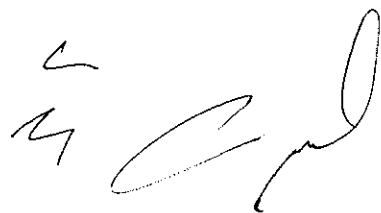
4. **UTILISATION**

4.1 The Property shall be utilised solely as a nature reserve and shall at all reasonable times be accessible to the general public.

4.2 Any utilisation of the Property within the guideline set out in 4.1 but which may generate income other than visitors fees will only be done after consultation with and approval by as well as on conditions set by the Lessor.

5. **MANAGEMENT**

The Lessee shall ensure that management and control of the Property shall resort under the Chief Directorate Nature and Environmental Protection of the Cape Provincial Administration of the Republic of South Africa in accordance with management practice applied from time to time by the said Chief Directorate in nature reserves under its control within the Republic of South Africa.

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6. **IMPROVEMENT**

The Lessee shall be entitled to erect improvements on the Property in its sole discretion but always in accordance with the purpose for which the Property is utilised. Such improvement will become the property of the Lessor and the Lessee shall, after termination of this agreement, have no claim against the Lessor in respect of such improvements.

7. **MAINTENANCE**

The parties agree expressly that the Lessee shall be responsible for the entire maintenance of the Property as well as improvements which may be erected on it during the lease term.

8. **INDEMNITY**

As the Property will be utilised as a nature reserve and be accessible to the general public, the parties record that the Lessee will accept all responsibility for any claims which may arise directly or indirectly from the Property and the conduct of the activities of a nature reserve thereon. The Lessee hereby indemnifies the Lessor and holds it harmless against any claim of whatever nature which may be instituted against the Lessor on the basis of the Lessor's title as owner of the Property.

9. **RATES, TAXES AND OTHER EXPENDITURE**

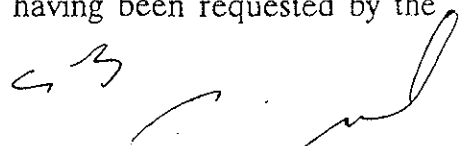
The Lessee is liable for any rates, taxes, levies, services charges and other expenditure, for example water, electricity supply and usage which may be or become payable in respect of the Property.

10. **SUB-LETTING**

The Lessee shall not be entitled to sub-let the Property or to dispose of its rights in terms of this agreement in any other manner whatsoever without the prior written consent of the Lessor first having been obtained.

11. **BREACH**

Should the Lessee fail to comply promptly with the provisions of this agreement and fail to remedy such non-compliance within seven (7) days after having been requested by the

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Lessor in writing or otherwise within such longer period as which may be reasonable in the circumstances, the Lessor shall be entitled to cancel this agreement forthwith and to retake possession of the Property.

12. **DOMICILIUM**

The parties hereby choose their respective domicilia citandi et executandi for all purposes in terms of this agreement as follows:

12.1 The Lessors at: "Voorgelegen"
116 Dorp Street
STELLENBOSCH, 7600

12.2 The Lessee at: The Chief Directorate of
Works
9 Dorp Street
CAPE TOWN, 8001

THUS DONE and SIGNED at BISHO on the day, month and year aforesaid in the presence of the subscribing witnesses.

AS WITNESSES:-

1. *A. Erasmus.*

2. *[Signature]*

[Signature]
q.q. THE LESSEE

[Signature]
q.q. THE LESSOR

QUOD ATTESTOR

[Signature]
NOTARY PUBLIC