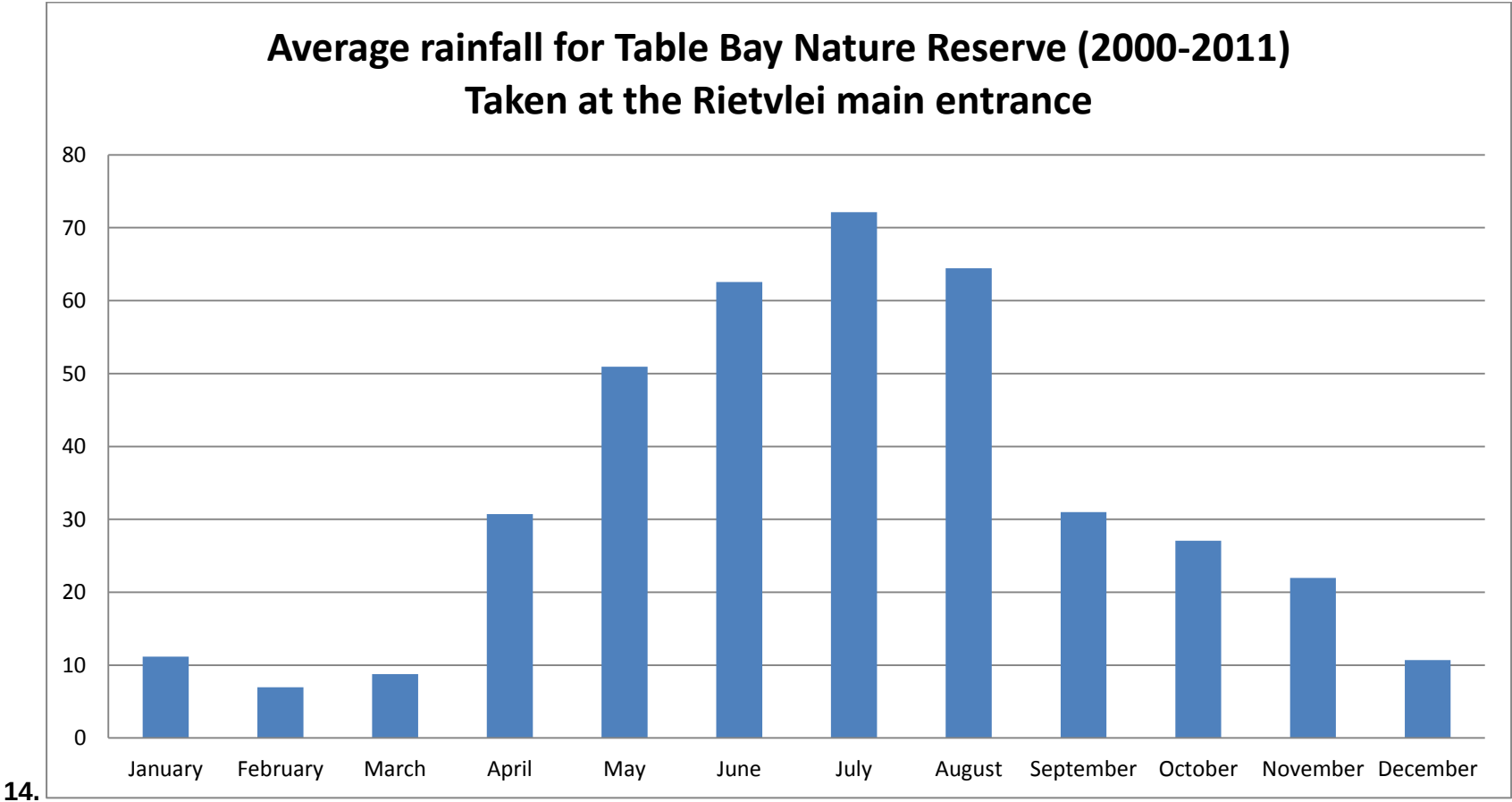


PART 5

11. APPENDICES

12. APPENDIX A: CHARTS AND TABLES

13. APPENDIX A1: AVERAGE RAINFALL FOR TABLE BAY NATURE RESERVE (2000-2011)



**APPENDIX B: LEGAL AGREEMENTS**

**APPENDIX B1: GAZETTES**

**APPENDIX B1-1: DEPARTMENT OF CONSTITUTIONAL DEVELOPMENT AND PLANNING NO. 1632, 3 AUGUST 1984 RESERVATION OF LAND AS A NATURE AREA. RIETVLEI AREA**

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GOVERNMENT GAZETTE, 3 AUGUST 1984

No. 9345 19

(f) in enige deel van die biblioteekgebou hom op 'n onbeskofte of wanordelike wyse gedra, onbetaamlike, beledigende of godslasterlike taal gebruik, weddenskappe aanvaar, dobbel, verversings nuttig, lê of slaap nie;

(g) enige dier onder sy toesig die biblioteekgebou laat binnegaan of daarin laat bly nie of dit toelaat nie of sonder die toestemming van die bibliotekaris enige voertuig, draer of houer in die biblioteekgebou inbring nie;

(h) sonder die toestemming van die raad enige materiaal vir reklame-, publiseits- of enige ander doeleindes in die biblioteekgebou plaas, versprei of vir verspreiding neersit nie;

(i) sonder die toestemming van die bibliotekaris enige biblioteekmateriaal uit die biblioteek verwyder of in besit daarvan wees terwyl die uitleen daarvan nie ingevolge hierdie regulasies deur die bibliotekaris geregistreer is nie;

(j) enige geleende biblioteekmateriaal in sy besit hou vir langer as 24 uur na aflewering by sy geregistreerde adres van 'n skriftelike versoek van die bibliotekaris vir die terugbesorging van sodanige materiaal nie;

(k) onderwyl hy van die biblioteek gebruik maak, weier om aan enige wettige versoek van die bibliotekaris te voldoen nie.

**ALGEMENE STRAFBEPALING**

7. Enige persoon wat 'n bepaling van hierdie regulasies oortree, is skuldig aan 'n misdryf en by skuldigbevinding strafbaar met 'n boete van hoogstens R50.

**DEPARTEMENT VAN STAATKUNDIGE ONTWIKKELING EN BEPLANNING**

No. 1632

3 Augustus 1984

**VOORBEHOUD VAN GROND AS 'N NATUUR-  
GEBIED.—RIETVLEIGEBIED**

Kragtens die bevoegdheid my verleen by artikel 4 (1) van die Wet op Fisiese Beplanning, 1967 (Wet 88 van 1967), bepaal ek, Jan Christiaan Heunis, Minister van Staatkundige Ontwikkeling en Beplanning, na raadpleging van die Minister van Landbou, die Minister van Minerale- en Energiesake, die Minister van Omgewingsake en Visserye en die Administrateur van die Kaapprovinsie, hierby dat die grond omskryf in Bylae A vanaf die datum van publikasie van hierdie kennisgewing as 'n natuurgebied soos omskryf in artikel 1 van voormelde Wet voorbehou word.

Gedeken te Pretoria op hede die 23ste dag van Julie 1984.

J. C. HEUNIS, Minister van Staatkundige Ontwikkeling en Beplanning.

**BYLAE A**

**GRENSBESKRYWING: RIETVLEI-NATUURGEBIED**

Begin by Baken P op die kaart van Erf 17, Milnerton; daarvandaan noordooswaarts in 'n reguit lyn tot by Baken O op genoemde kaart van Erf 17; daarvandaan suidooswaarts in 'n reguit lyn tot by die suidelikste baken van Perseel 1 (soos aangetoon op Algemene Plan M.53a van Milnerton Estate) van Erf 3; daarvandaan noordooswaarts in 'n reguit lyn tot by die suidelikste Baken (a) van Erf 5; daarvandaan noordooswaarts met die suidoostelike grens van genoemde Erf 5 lanks, sodat dit uit hierdie gebied uitgesluit word, tot by Baken m op die kaart van genoemde Erf 5; daarvandaan algemeen noordwaarts in 'n reeks reguit lyne deur punte 1, 2, 3, 4, 5, 6, 7, 8, 9 en 10<sup>th</sup>; daarvandaan noordooswaarts in 'n reeks reguit lyne deur Bakens T en Q op die kaart van Erf 1952 tot by punt 11; daarvandaan noordweswaarts in 'n

(f) act in an uncouth, or disorderly fashion, use unseemly, abusive or blasphemous language, lay bets, gamble, partake of refreshments, recline or sleep in any part of the library building;

(g) cause or permit any animal under his supervision to enter or remain in the library building or without the permission of the librarian bring any vehicle, carrier or container into the library building;

(h) without the permission of the council, deposit or distribute in the library building, or deposit there for distribution, any material for advertisement, publicity or any other purposes;

(i) without the permission of the librarian, remove from the library or be in possession of library material the loan of which has not been registered by the librarian in terms of these regulations;

(j) retain any library material in his possession for more than 24 hours after the delivery to his registered address of a written demand from the librarian for the return of such material;

(k) while using the library, refuse to comply with any lawful request of the librarian.

**GENERAL PENALTY**

7. Any person contravening any of the provisions of these regulations shall be guilty of an offence and shall on conviction be liable to a fine not exceeding R50.

**DEPARTMENT OF CONSTITUTIONAL DEVELOPMENT AND PLANNING**

No. 1632

3 August 1984

**RESERVATION OF LAND AS A NATURE AREA.—  
RIETVLEI AREA**

Under and by virtue of the powers vested in me by section 4 (1) of the Physical Planning Act, 1967 (Act 88 of 1967), I, Jan Christiaan Heunis, Minister of Constitutional Development and Planning, after consultation with the Minister of Agriculture, the Minister of Mineral and Energy Affairs, the Minister of Environment Affairs and Fisheries and the Administrator of the Cape Province, hereby declare that the land defined in Schedule A, shall, as from the date of publication of this notice, be reserved as a nature area as defined in section 1 of the above-mentioned Act.

Signed at Pretoria this 23rd day of July 1984.

J. C. HEUNIS, Minister of Constitutional Development and Planning.

**SCHEDULE A**

**BOUNDARY DESCRIPTION: RIETVLEI  
NATURE AREA**

Beginning at Beacon P on the diagram of Erf 17, Milnerton; thence north-eastwards in a straight line to Beacon O on the said diagram of Erf 17; thence south-eastwards in a straight line to the southernmost beacon of Lot 1 (as shown on the General Plan M.53a of Milnerton Estate) of Erf 3; thence north-eastwards in a straight line to the southernmost Beacon (a) of Erf 5; thence north-eastwards along the south-eastern boundary of the said Erf 5, so as to exclude it from this area, to Beacon m on the diagram of the said Erf 5; thence generally northwards in a series of straight lines

reeks reguit lyne deur punte 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26 en 27; daarvandaan noordweswaarts in 'n reguit lyn tot by Baken N' op die kaart van Erf 10787; daarvandaan algemeen noordooswaarts met die oostelike grens van genoemde Erf 10787 langs, sodat dit uit hierdie gebied uitgesluit word, tot by Baken E' daarvan; daarvandaan noordooswaarts in 'n reeks reguit lyne deur punte 28 en 29 tot by die westelike baken van Erf 4786 (Table View-dorpsgebied TP 392); daarvandaan suidooswaarts met die grens van Erf 9368 langs tot by Baken M op die kaart daarvan; daarvandaan suidooswaarts in 'n reguit lyn tot by die westelike baken van Erf 9368; daarvandaan suidooswaarts met die suidwestelike en suidoostelike grens van Table View-uitbreiding 13 (TP 10541) langs, sodat dit uit hierdie gebied uitgesluit word, tot by die suidelike baken daarvan; daarvandaan ooswaarts in 'n reguit lyn tot by die suidelike baken van Erf 5477; daarvandaan suidweswaarts en algemeen ooswaarts met die grens van Table View-uitbreiding 7 (TP 8414) langs, sodat dit uit hierdie gebied uitgesluit word, tot by die oostelike baken daarvan; daarvandaan noordooswaarts met die noordwestelike grens van Erf 9367 langs tot by Baken A op Servituutkaart 1592/1966 (D/S 183/1967); daarvandaan noordooswaarts in 'n reeks reguit lyne deur punte 30, 31, 32, 33, 34 en 35 tot by die noordelike baken (A) op die kaart van Erf 10781; daarvandaan suidweswaarts met die noordwestelike grens van genoemde Erf 10781 langs, sodat dit uit hierdie gebied uitgesluit word, tot by die westelike baken daarvan; daarvandaan suidweswaarts in 'n reguit lyn tot by punt 36; daarvandaan suidweswaarts met die noordwestelike grens van Erf 1945 langs, sodat dit uit hierdie gebied uitgesluit word, tot by die westelike baken daarvan; daarvandaan suidweswaarts in 'n reeks reguit lyne deur punt 37 tot by Baken F op Pyplynservituutkaart 5074/1957 (D/S 227/1961); daarvandaan algemeen suidweswaarts met die westelike grens van genoemde pyplynservituut langs tot by punt 38; daarvandaan suidweswaarts in 'n reguit lyn tot by Baken C op die kaart van Erf 10983; daarvandaan suidwaarts met die oostelike grens van genoemde Erf 10983 langs tot by die suidelike baken daarvan; daarvandaan suidweswaarts in 'n reeks reguit lyne deur punte 39, 40, 41, 42, 43, 44, 45, 46, 47, 48 en 49 tot by die noordelike baken van Erf 1935; daarvandaan suidweswaarts met die grens van genoemde Erf 1935 langs, sodat dit uit hierdie gebied uitgesluit word, tot by punt 50; daarvandaan algemeen suidwaarts in 'n reeks reguit lyne deur punte 51, 52 en 53, tot by Baken A op die kaart van Erf 10620; daarvandaan algemeen suidwaarts met die westelike grense van genoemde Erf 10620, Erven 10622 en 10621 langs tot by die westelike baken van laasgenoemde erf; daarvandaan suidweswaarts in 'n reguit lyn tot by die noordelike baken van Erf 6156; daarvandaan suidweswaarts met die westelike grens van genoemde Erf 6156 langs, sodat dit uit hierdie gebied uitgesluit word, tot by Baken K op die kaart daarvan; daarvandaan suidweswaarts in 'n reguit lyn tot by punt 54; daarvandaan weswaarts in 'n reguit lyn tot by genoemde Baken P op die kaart van Erf 17, die beginpunt.

#### Voetnota

Die koördinate van punte 1-54 hierbo, gebaseer op die Gauss Sisteem Lo 19°, is soos volg:

| Punt | Y (+0,0 m) | X (+3 700 000,0 m) |
|------|------------|--------------------|
| 1    | 47 147,00  | 50 328,00          |
| 2    | 47 204,50  | 50 211,50          |
| 3    | 47 193,38  | 50 058,28          |
| 4    | 47 136,58  | 49 825,19          |
| 5    | 46 916,14  | 49 376,41          |
| 6    | 46 768,00  | 49 218,00          |
| 7    | 46 728,50  | 49 180,00          |
| 8    | 46 716,00  | 49 100,00          |
| 9    | 46 867,00  | 48 783,00          |
| 10   | 46 856,04  | 48 095,71          |

through points 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10<sup>(1)</sup>; thence north-eastwards in a series of straight lines through Beacons T and Q on the diagram of Erf 1952 to point 11; thence north-westwards in a series of straight lines through points 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26 and 27; thence north-westwards in a straight line to Beacon N' on the diagram of Erf 10787; thence generally north-eastwards along the eastern boundary of the said Erf 10787, so as to exclude it from this area, to Beacon E' thereof; thence north-eastwards in a series of straight lines through points 28 and 29 to the westernmost beacon of Erf 4786 (Table View Township TP 392); thence south-eastwards along the boundary of Erf 9368 to Beacon M on the diagram thereof; thence south-eastwards in a straight line to Beacon D' on the said diagram of Erf 9368; thence south-eastwards along the south-western and south-eastern boundary of Table View Extension 13 (TP 10541), so as to exclude it from this area, to the southernmost beacon thereof; thence eastwards in a straight line to the southernmost beacon of Erf 5477; thence south-westwards and generally eastwards along the boundary of Table View Extension 7 (TP 8414), so as to exclude it from this area, to the easternmost beacon thereof; thence north-eastwards along the north-western boundary of Erf 9367 to Beacon A on Servitude Diagram 1592/1966 (D/S 183/1967); thence north-eastwards in a series of straight lines through points 30, 31, 32, 33, 34 and 35 to the northernmost Beacon (A) on the diagram of Erf 10781; thence south-westwards along the north-western boundary of the said Erf 10781, so as to exclude it from this area, to the westernmost beacon thereof; thence south-westwards in a straight line to point 36; thence south-westwards along the north-western boundary of Erf 1945, so as to exclude it from this area, to the westernmost beacon thereof; thence south-westwards in a series of straight lines through point 37 to Beacon F on Pipeline Servitude Diagram 5074/1957 (D/S 227/1961); thence generally south-westwards along the western boundary of the said pipeline servitude to point 38; thence south-westwards in a straight line to Beacon C on the diagram of Erf 10983; thence southwards along the eastern boundary of the said Erf 10983 to the southernmost beacon thereof; thence south-westwards in a series of straight lines through points 39, 40, 41, 42, 43, 44, 45, 46, 47, 48 and 49 to the northernmost beacon of Erf 1935; thence south-westwards along the boundary of the said Erf 1935, so as to exclude it from this area, to point 50; thence generally southwards in a series of straight lines through points 51, 52 and 53 to Beacon A on the diagram of Erf 10620; thence generally southwards along the western boundaries of the said Erf 10620, Erven 10622 and 10621 to the westernmost beacon of the last-mentioned erf; thence south-westwards in a straight line to the northernmost beacon of Erf 6156; thence south-westwards along the western boundary of the said Erf 6156, so as to exclude it from this area, to Beacon K on the diagram thereof; thence south-westwards in a straight line to point 54; thence westwards in a straight line to the said Beacon P on the diagram of Erf 17, the point of beginning.

#### Foot note

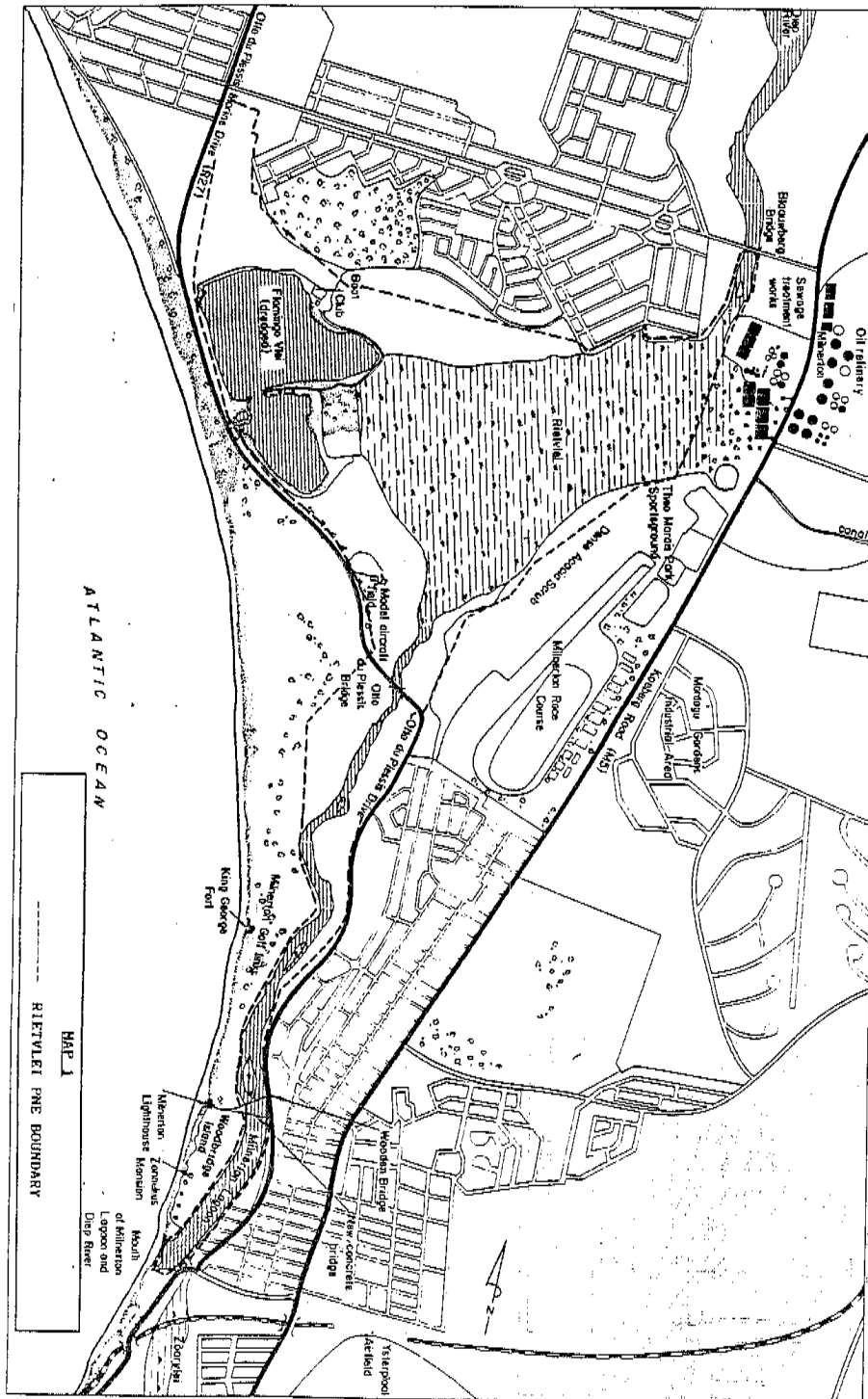
The co-ordinates of points 1-54 above, based on the Gauss Conform System Lo 19°, are as follows:

| Point | Y (+0,0 m) | X (+3 700 000,0 m) |
|-------|------------|--------------------|
| 1     | 47 147,00  | 50 328,00          |
| 2     | 47 204,50  | 50 211,50          |
| 3     | 47 193,38  | 50 058,28          |
| 4     | 47 136,58  | 49 825,19          |
| 5     | 46 916,14  | 49 376,41          |
| 6     | 46 768,00  | 49 218,00          |
| 7     | 46 728,50  | 49 180,00          |
| 8     | 46 716,00  | 49 100,00          |
| 9     | 46 867,00  | 48 783,00          |
| 10    | 46 856,04  | 48 095,71          |

GOVERNMENT GAZETTE, 3 AUGUST 1984

No. 9345 21

| Point | Y (+0,0 m) | X (+3 700 000,0 m) | Point | Y (+0,0 m) | X (+3 700 000,0 m) |
|-------|------------|--------------------|-------|------------|--------------------|
| 11    | 46 400,27  | 47 586,37          | 11    | 46 400,27  | 47 586,37          |
| 12    | 46 429,61  | 47 543,95          | 12    | 46 429,61  | 47 543,95          |
| 13    | 46 453,08  | 47 498,05          | 13    | 46 453,08  | 47 498,05          |
| 14    | 46 470,28  | 47 449,41          | 14    | 46 470,28  | 47 449,41          |
| 15    | 46 481,31  | 47 396,99          | 15    | 46 481,31  | 47 396,99          |
| 16    | 46 500,99  | 47 258,39          | 16    | 46 500,99  | 47 258,39          |
| 17    | 46 526,18  | 47 139,21          | 17    | 46 526,18  | 47 139,21          |
| 18    | 46 567,81  | 47 022,58          | 18    | 46 567,81  | 47 022,58          |
| 19    | 46 624,71  | 46 912,59          | 19    | 46 624,71  | 46 912,59          |
| 20    | 46 695,85  | 46 811,23          | 20    | 46 695,85  | 46 811,23          |
| 21    | 46 778,58  | 46 721,82          | 21    | 46 778,58  | 46 721,82          |
| 22    | 47 123,64  | 46 393,81          | 22    | 47 123,64  | 46 393,81          |
| 23    | 47 193,12  | 46 321,72          | 23    | 47 193,12  | 46 321,72          |
| 24    | 47 252,06  | 46 241,23          | 24    | 47 252,06  | 46 241,23          |
| 25    | 47 300,85  | 46 154,22          | 25    | 47 300,85  | 46 154,22          |
| 26    | 47 315,82  | 46 052,26          | 26    | 47 315,82  | 46 052,26          |
| 27    | 47 628,52  | 45 215,21          | 27    | 47 628,52  | 45 215,21          |
| 28    | 47 563,53  | 44 683,51          | 28    | 47 563,53  | 44 683,51          |
| 29    | 47 448,98  | 44 719,28          | 29    | 47 448,98  | 44 719,28          |
| 30    | 44 392,82  | 45 389,36          | 30    | 44 392,82  | 45 389,36          |
| 31    | 44 339,77  | 45 308,68          | 31    | 44 339,77  | 45 308,68          |
| 32    | 44 318,27  | 45 211,02          | 32    | 44 318,27  | 45 211,02          |
| 33    | 44 271,49  | 44 998,55          | 33    | 44 271,49  | 44 998,55          |



020

**APPENDIX B1-2: PROVINCIAL NOTICE 912/1977, 2 SEPTEMBER 1977:  
MILNERTON MUNICIPALITY: BY-LAW RELATING TO THE USE  
AND CONTROL OF THE RIETVLEI WATER AREA**

04/03/2011 11:47 +27-21-5501003

CCTERM

PAGE 01/01

Koos Retief

P.N. 912/1977

2 September 1977

Die Administrateur het sy goedkeuring gegee aan die volgende verordening opgestel deur die Munisipale Raad van Milnerton.

**MUNISIPALITEIT MILNERTON: VERORDENING  
INSAKE DIE GEBRUIK VAN EN BEHEER OOR DIE  
RIETVLEI-WATERGEBIED**

**Woordbepaling**

1. In hierdie verordening, tensy strydig met die sinsverband, beteken —

"raad" die Munisipale Raad van Milnerton en omvat dit enige beampte van die raad wat bevoegdhede uitoefen of pligte of funksies vervul wat deur die raad aan hom gedelegeer is, en

"Rietvlei-watergebied" die grond- en watergebied ongeveer 173,5 ha groot, synde erf 8611 Milnerton en erf 10085 Milnerton, wat grens aan Otto du Plessis-kusryweg binne die munisipaliteit Milnerton.

**Toepassing van verordening**

2. Hierdie verordening is van toepassing op die Rietvlei-watergebied.

**Oortredings met betrekking tot veiligheid en natuurbewaring**

3. Niemand mag, terwyl hy binne die Rietvlei-watergebied is —

(a) vrugte, vrugteskille, bottels, gebreke bottels of glas, vulgoed of enigiets wat waarskynlik die siendelikeheid van die Rietvlei-watergebied sal raak of op enige wyse die veiligheid, gerief of regte sal aantast van die ander persone wat van genoemde gebied, op of in sodanige gebied gooi, stort, laat mors, laat val of plaas nie;

(b) die watergebied vir swemdoeleindes gebruik nie;

(c) 'n radio, bandopnemer, platespeler of ander toestel gebruik op so 'n wyse dat dit vir ander persone wat die gebied gebruik tot oorlast of steurnis is nie.

(d) vuur maak behalwe in gespesifiseerde gebiede nie;

(e) enige plantegroei beskadig of vernietig nie;

(f) enige dier of insekte vernietig of stour of enige vuurwapen, val of strik in die gebied inbring nie;

(g) vis in 'n net vang nie;

(h) 'n motorvoertuig gebruik behalwe op gespesifiseerde paale en parkeerterreine nie en dan net teen 'n snelheid van hoogstens 10 km/h;

(i) enige kind onder sy of haar beheer toelaat om binne 10 m van die sleepheining of afloopbedding te speel nie, en

(j) enige hond onder sy of haar beheer binne die Rietvlei-watergebied bring of toelaat nie.

**Reëls wat in Rietvlei-watergebied nagekom moet word**

4. Die volgende reëls moet nagekom word deur enige persoon wat enige krag- of seilboot in die Rietvlei-watergebied inbring of gebruik of daar waterski of op 'n ski-plank ry en enige persoon wat versuim om aan sodanige reëls te voldoen, is skuldig aan 'n misdryf:—

**(1) Kragbootreëls**

(a) **Gebied waar toegelaat.** Alle bootvaart is beperk tot die gebaggerde diepwatergebied wat die twee mere uitmaak.

(b) **Beperking.** Die gebruik van kragbote kan, na goeddunke van die raad, beperk word tot vasgestelde tye en die raad besit die reg om die getal vaartuie wat te eniger tyd op die watergebied mag gebruik word, te beperk.

(c) **Beheer van afsonderlike bote.** Geen persoon onder die ouderdom van sesien jaar mag in beheer van 'n kragboot op die Rietvlei-watergebied wees nie.

P.N. 912/1977

2 September 1977

The Administrator has approved the subjoined by-law framed by the Municipal Council of Milnerton.

**MILNERTON MUNICIPALITY: BY-LAW RELATING TO  
THE USE AND CONTROL OF THE RIETVLEI WATER  
AREA**

**Definitions**

1. In this by-law, unless the context indicates otherwise —

"Council" means the Municipal Council of Milnerton, and includes any employee of the Council exercising powers or performing duties or functions delegated to him by the Council, and

"Rietvlei Water Area" means the area of land and water comprising approximately 173,5 ha, being erf 8611 Milnerton and erf 10085 Milnerton abutting Otto du Plessis Marine Drive within Milnerton Municipality.

**Applicability of by-law**

2. This by-law shall apply to the Rietvlei Water Area.

**Offences relating to safety and nature conservation**

3. No person shall, whilst within the Rietvlei Water Area —

(a) dump, deposit, leave, spill, drop or place in or upon the Rietvlei Water Area any fruit, fruit peels, bottles, broken bottles or glass, litter or any matter or thing likely to affect the cleanliness of the said area or in any way to affect the safety, comfort or rights of the other users of such area;

(b) use the water area for swimming;

(c) use a radio, tape recorder, record player or other device so as to cause a nuisance or disturbance to other users of the area;

(d) light a fire except in specified areas;

(e) damage or destroy any vegetation;

(f) destroy or disturb any animal or insect life nor bring into the area any firearm, trap or snare;

(g) undertake the netting of fish;

(h) use a motor vehicle except on specified roads and parking areas and then only at a speed not exceeding 10 km/h;

(i) allow any child under his or her care to play within 10 m of the slipway or launching ramps, and

(j) bring or allow any dog under his or her control into the Rietvlei Water Area.

**Rules to be observed in Rietvlei Water Area**

4. The following rules shall be observed by any person bringing into or operating any power boat or sailing boat, or water skiing or aquaplaning within the Rietvlei Water Area and any person who fails to comply with such rules shall be guilty of an offence:—

**(1) Rules relating to power boats**

(a) **Area of operation.** All boating shall be confined to the dredged deep water area forming the two lakes.

(b) **Restriction.** The operating of power boats may, at the discretion of the Council, be restricted to fixed times and the Council shall have the right to restrict the number of vessels which may operate on the water area at any one time.

(c) **Control of individual boats.** No person under the age of sixteen years may be in control of a power boat in the Rietvlei Water Area.

(j) *Tewaterlating.* Kragbote mag net van die betonafloopbedding te water gelaat word.

(k) *Grootte.* Geen kragboot wat langer is as 5,48 m mag in die Rietvlei-watargebied gebruik word nie.

(l) *Snelheid.* Geen kragboot mag teen 'n snelheid van meer as 20 km/h binne 20 meter van die wal bestuur word nie en in die suidelike meer mag geen kragboot teen 'n snelheid van meer as 5 km/h bestuur word nie.

(m) *Reg van voorrang.* Kragbote moet te alle tye reg van voorrang aan seilbote verleen en moet minstens 20 m van enige stilstaande vaartuig af bly.

(n) *Vasmeer.* Geen bote mag oornag vasgemeer word sonder die spesiale skriftelike toestemming van die raad nie.

(o) *Veiligheidsmaatreëls.* Alle kragbote moet voorsien word van 'n sterk stuurmechanisme, behoorlik vasgemaakte sitplekke, behoorlik vasgemaakte brandstoftanks, behoorlik vasgemaakte enjinmontering en behoorlik vasgemaakte batterye.

(p) *Alternatiewe aandrywing.* Alle kragbote moet voorsien word van roeispanse wat op die boot gehou moet word.

(q) *Reddingsbaadjies.* Alle bote moet voorsien word van 'n genoegsame getal reddingsbaadjies vir alle persone aan boord en reddingsbaadjies moet te alle tye deur persone onder die ouderdom van tien jaar gedra word.

(r) *Dryfvermoë.* Alle vaartuie moet genoegsame dryfvermoë hê om bo water te bly.

(s) *Identifikasie.* Daar moet op elke vaartuig, ter identifikasie, 'n nommer of naam op die kant in letters of syfers wat minstens 100 mm hoog is, aangebring word, en 'n register van sodanige identifikasietekens moet deur die raad gehou word.

(t) *Sitplekke.* Die getal persone wat aan boord 'n kragboot toegelaat word, mag nie die getal sitplekke wat in sodanige boot voorsien is, oorskry nie.

(u) *Boegry.* Ry op die boeg van 'n kragboot is verbode, tensy sodanige boot voorsien is van 'n reling waarvan die ontwerp deur die raad goedgekeur is.

(v) *Ghonnelsit.* Niemand mag op die ghonnelsit van 'n kragboot sit terwyl sodanige boot in beweging is nie.

(w) *Knaldempers.* Alle kragbote moet voorsien word van doeltreffende, goedgekeurde knaldempertoerusting.

(x) *Enjinkappe.* Enjinkappe moet te alle tye aangebring wees op kragbote wat die Rietvlei-watargebied gebruik.

(y) *Besoedeling.* Geen petrol of petroleumprodukte mag in die water van die Rietvlei-watargebied gestort word nie.

(z) *Tweerigtingveldradio's.* Geen radiostel van die tweerigtingveldradio-tipe mag in die Rietvlei-watargebied gebruik word nie, behalwe by spesiale geleenthede wat deur die raad georganiseer is (in welke geval daar, indien nodig, voorafskakeling was met die Cape Radio Fliers).

(aa) *Brande.* Doeltreffende gelaste brandblussers moet op alle kragbootgedrewe bote aangebring en onderhou word.

(ab) *Inspeksie.* Die raad kan te eniger tyd enige kragboot wat na die mening van die raad nie geskik is vir gebruik op die Rietvlei-watargebied nie, inspekteer en die raad kan die persoon wat in beheer is van sodanige kragboot, gelas om sodanige boot te verwyder.

(ac) *Hengegebied.* Die raad kan na goeddunke bote aanbring om 'n hengegebied aan te wys, in welke geval geen kragbote sodanige gebied mag binnegaan nie.

## (2) Reëls insake waterski en ski-plankry

(a) *Gebied waar toegelaat.* Waterski word net toegelaat in die noordelike (grootste) meer.

(b) *Beperkings.* Waterski en ski-plankry kan na goeddunke van die raad beperk word tot vasgestelde tye, en die raad

(d) *Launching.* Power boats shall be launched only from the concrete ramp.

(e) *Size.* No power boat operating in the Rietvlei Water Area may exceed 5,48 m in length.

(f) *Speed.* No power boat may be driven at a speed in excess of 20 km/h within 20 m of the shore and in the southern lake no power boat may be driven in excess of 5 km/h.

(g) *Right of way.* At all times power boats shall give way to sail boats and shall keep at least 20 m clear of any stationary craft.

(h) *Mooring.* No boats may be moored overnight except with special written permission of the Council.

(i) *Safety measures.* All power boats shall have robust steering mechanism, properly secured seating, properly secured fuel tanks, properly secured engine mountings and properly secured batteries.

(j) *Second means of propulsion.* All power boats shall be provided with paddles which shall be kept on board the boat.

(k) *Life jackets.* All boats shall be provided with a sufficient number of life jackets for all persons on board the boat and life jackets shall be worn at all times by persons under the age of ten years.

(l) *Flotation.* All craft shall have adequate flotation so as to be maintained above the water.

(m) *Identification.* Every craft shall have, as a means of identification, a number or name displayed on its side in letters or figures of not less than 100 mm in height, and a register of such identifications shall be maintained by the Council.

(n) *Seating.* The number of persons permitted on board any power boat shall not exceed the seating accommodation provided in such boat.

(o) *Bow riding.* Riding on the bows of any power boat is prohibited unless such boat is fitted with a pulpit of a design approved by the Council.

(p) *Gunwale sitting.* No person shall sit upon the gunwale of any power boat whilst such boat is in motion.

(q) *Silencers.* All power boats shall be fitted with adequate approved silencer systems.

(r) *Engine covers.* Engine covers shall be affixed on power boats using the Rietvlei Water Area at all times.

(s) *Pollution.* No petrol or petroleum products may be disposed of into the water of the Rietvlei Water Area.

(t) *Walkie-talkies.* No radio sets of the "Walkie-talkie" type may be used in the Rietvlei Water Area except on the days of special events organised by the Council (in which event prior contact will have been made, where necessary, with the Cape Radio Fliers).

(u) *Fire.* Adequately charged fire extinguishers shall be provided and maintained on all power driven boats.

(v) *Inspection.* The Council may at any time inspect any power boat which, in the opinion of the Council, is not suitable to be used at the Rietvlei Water Area and the Council may require the person in charge of such power boat to remove such boat.

(w) *Fishing area.* The Council may, at its discretion, place buoys to indicate a fishing area, in which event no power boat shall enter such area.

## (2) Rules relating to water ski-ing and aquaplaning

(b) *Restriction.* Water ski-ing and aquaplaning may, at the discretion of the Council, be restricted to fixed times and

(a) *Area of operation.* Water ski-ing shall be permitted only in the northern (larger) lake.

besit die reg om die getal persone wat te eniger tyd waterski of ski-plankry, te beperk.

(c) *Reddingsbaadjies.* Alle persone wat waterski of ski-plankry, moet reddingsbaadjies dra.

(d) *Wenteling, begin en landing.* Alle persone wat waterski of ski-plankry, moet linksom wentel aan die buitekant van die seiljagboei.

(e) *Reg van voorrang.* Niemand mag 'n boot op so 'n wyse manoeuvreer dat die boot of waterskiër wat deur sodanige boot gestoot word, binne 20 m is van enige ander persoon wat in 'n boot vaar, waterski, ski-plankry of hengel nie.

(f) *Waarnemer.* Elke boot wat 'n waterskiër sleep, moet benevens die bestuurder 'n bevoegde persoon bo die ouderdom van sesien jaar as 'n waarnemer aan boord hê.

(g) *Waterskiër wat geval het.* Indien 'n waterskiër val, moet die sleepboot onmiddellik stilhou en die skitou intrek voordat die waterskiër opgelaai word.

(h) *Landing van waterskiër.* Na die landing van 'n waterskiër moet die sleepboot sy snelheid volhou tot 'n punt verder in die meer om die skitou in te trek.

(i) *Sleeptrou.* 'n Sleeptrou moet 'n dryflyntipe wees en mag nie meer as 23 m lank wees nie.

(j) *Vlerksweef met behulp van 'n boot.* Niemand mag vlerksweef met behulp van 'n boot of aan valsekermseil deelneem sonder die spesiale toestemming van die raad of gedurende 'n regatta nie.

(k) *Skeertuie.* Niemand mag 'n skeertuig of lugskroefaangedrewe vaartuig gebruik behalwe met die spesiale toestemming van die raad nie.

(l) *Hengelgebied.* Die raad kan na goedgekeurde boei aanbring om 'n hengelgebied aan te dui, in welke geval daar nie in sodanige gebied gewaterski of ski-plank gery mag word nie.

### (3) *Seilvaartreëls*

(a) *Gebied waar toegelaai.* Alle seilvaarte word beperk tot die gebaggarde diepwatergebied wat die twee mere uitmaak.

(b) *Beperking.* Vaarte kan na goedgekeurde van die raad beperk word tot vasgestelde tye en die raad besit die reg om die getal vaartuie wat te eniger tyd in die watergebied mag vaar, te beperk.

(c) *Grootte.* Geen jag met 'n vaste kiel word toegelaai om in die Rietvlei-watergebied te vaar nie.

(d) *Reg van voorrang.* Seiljagte het die reg van voorrang bo kragbote.

(e) *Identifikasie.* Elke seiljag moet ter identifisering 'n nommer of 'n naam hê wat op sy kant of seil vertoon word in letters of syfers wat minstens 100 mm hoog is, en 'n register van sodanige identifikasietekens moet deur die raad gehou word.

(f) *Tewaterlating.* Seiljagte mag net vanaf goedgekeurde plekke te water gelaai word.

(g) *Reddingsbaadjies.* Elke seiljag moet voorsien wees van 'n genoegsame getal reddingsbaadjies vir elke persoon aan boord en elke persoon onder die ouderdom van 10 jaar moet te alle tye 'n reddingsbaadjie dra.

(h) *Dryfvermoë.* Elke seiljag moet in 'n seewaardige toestand wees en moet genoegsame dryfvermoë besit.

(i) *Alternatiewe aandrwing.* Elke seiljag moet voorsien word van roeispane wat op die jag gehou moet word.

(j) *Hengelgebied.* Die raad kan na goedgekeurde boei plaas om 'n hengelgebied aan te dui, in welke geval geen seiljag sodanige gebied mag binnegaan nie.

### (4) *Hengelreëls*

(a) Hengel word toegelaai in die Rietvlei-watergebied net as 'n sportsoort en geen vis wat gevang word in genoemde gebied mag verkoop word nie. Die enigste wyse van hengel

the Council shall have the right to restrict the number of people water ski-ing or aquaplaning at any one time.

(c) *Life jackets.* All persons water ski-ing or aquaplaning shall wear life jackets.

(d) *Rotation, starting and beaching.* All persons water ski-ing or aquaplaning shall move in an anti-clockwise direction outside the yachting buoys.

(e) *Right of way.* No person shall manoeuvre a boat in such a way that the boat or the water skier towed by such boat shall travel within 20 m of any other person boating, water ski-ing, aquaplaning or fishing.

(f) *Observer.* Every boat towing a water skier shall have on board, in addition to the driver, a competent person over the age of sixteen years, as an observer.

(g) *Fallen skier.* In the event of a skier falling, the towing boat shall stop immediately and retrieve the ski rope before proceeding to collect the skier.

(h) *Beaching skier.* After beaching a skier the towing boat shall maintain its speed to an outward position in the lake to retrieve the ski rope.

(i) *Towline.* A towline shall be of a floating line type and shall be not more than 23 m in length.

(j) *Kite flying.* No person shall indulge in kite flying or para-sailing except with the special permission of the Council or during a regatta.

(k) *Hovercraft.* No person shall operate a hovercraft or airscrew-driven craft except with the special permission of the Council.

(l) *Fishing area.* The Council may, at its discretion, place buoys to indicate a fishing area in which event no water ski-ing or aquaplaning may be undertaken in such area.

### (3) *Rules relating to sailing*

(a) *Area of operation.* All sailing shall be confined to the dredged deep water area forming the two lakes.

(b) *Restriction.* Sailing may, at the discretion of the Council, be restricted to fixed times and the Council shall have the right to restrict the number of vessels which may operate on the water area at any one time.

(c) *Size.* No fixed keel yachts shall be permitted to operate within the Rietvlei Water Area.

(d) *Right of way.* Sailing boats shall have right of way over power boats.

(e) *Identification.* Every sailing boat shall have, as a means of identification, a number or a name displayed on its side or on its sail in letters or figures of not less than 100 mm in height, and a register of such identifications shall be maintained by the Council.

(f) *Launching.* Sailing boats may be launched only from approved sites.

(g) *Life jackets.* Every sailing boat shall contain a sufficient number of life jackets for every person on board and every person under the age of 10 years shall wear a life jacket at all times.

(h) *Flotation.* Every sailing boat shall be of a seaworthy condition and shall have adequate flotation.

(i) *Second means of propulsion.* Every sailing boat shall contain paddles which shall be kept on board.

(j) *Fishing area.* The Council may, at its discretion, place buoys to indicate a fishing area in which event no sailing boat shall enter such area.

### (4) *Rules relating to angling*

(a) Angling shall be permitted in the Rietvlei Water Area only as a sport and no fish caught in the said area may be sold. The only method of angling which shall be per-

at toegelaat word, is met 'n katrolstok. 'n Hengelaar mag nie meer as twee stokke, gelyktydig gebruik nie met hoogstens twee enkelhakvisse per lyn. Die gebruik van handlyne word hierby verbied.

(b) Hengel van bewegende bote is verbode.

(c) Hengelaars moet hul vangste beperk tot die getal, soorte en grootte wat deur die raad gespesifiseer word. Alle visse wat nie deur die hengelaar behou word nie, moet onmiddellik onbeskadig in die water teruggesit word.

(d) Hengelaars moet in besit wees van 'n hengellisensie wat kragtens artikel 53 van die Ordonnansie op Natuurbewaring, 1974, uitgereik is.

#### "Strafbepaling

. Iedereen wat 'n bepaling van hierdie verordening oortree, is skuldig aan 'n misdryf en by skuldigbevinding strafbaar met 'n boete van hoogstens R200 of gevangenisstraf vir 'n tydperk van hoogstens 6 maande of met sodanige gevangenisstraf sonder die keuse van 'n boete of met beide sodanige boete en sodanige gevangenisstraf en, in die geval van 'n voortdurende misdryf, met 'n addisionele boete van hoogstens R10 of addisionele gevangenisstraf vir 'n tydperk van hoogstens 10 dae of met sodanige addisionele gevangenisstraf sonder die keuse van 'n boete of met beide sodanige addisionele boete en gevangenisstraf vir elke dag wat sodanige misdryf voortduur."

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mitted shall be with a rod and reel. No angler shall use more than two rods at a time with not more than two single pronged hooks per line. The use of handlines is hereby prohibited.

(b) Trolling from boats under way is prohibited.

(c) Anglers shall restrict their catches to the number, species and size limits specified by the Council. All fish not kept by the angler shall be immediately returned unharmed to the water.

(d) Anglers shall be in possession of an angling licence issued in terms of section 53 of the Nature Conservation Ordinance, 1974.

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#### "Penalty

5. Any person contravening any provision of this by-law shall be guilty of an offence and liable on conviction to a fine not exceeding R200 or imprisonment for a period not exceeding 6 months or to such imprisonment without the option of a fine or to both such fine and such imprisonment and, in the case of a continuing offence, to an additional fine not exceeding R10 or additional imprisonment for a period not exceeding 10 days or to such additional imprisonment without the option of a fine or to both such additional fine and imprisonment for each day on which such offence is continued."

2. Jack

**APPENDIX B2: RECORDS OF DECISION**

**APPENDIX B2-1: MILNERTON RACECOURSE DEVELOPMENT**

APPROVAL

  
**Blaauwberg**

*Enquiries/Navrae:* Mrs A v/d Westhuizen      *Ref./Verw.:* LC 25939 M  
*Telephone/Telefoon:* 550-1097      *Date/Datum:* 3 April 2000

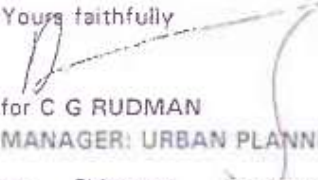
Mike Smuts Architects & Urban Designers CC  
65 Somerset Road  
GREEN POINT  
8001

Dear Sir/Madam

APPLICATION FOR THE REZONING OF ERF 25939, PORTION OF ERF 935,  
MILNERTON FROM PRIVATE OPEN SPACE TO A SUBDIVISIONAL AREA.

1. With reference to my letter dated 21 February 2000 in the above regard, I have to advise that the objectors to the abovementioned proposal have not exercised their right of appeal.
2. Approval for the rezoning of Erf 25939, Milnerton from Private Open Space to a Subdivisional Area for Commercial, Retail, Residential Use and Conservation Area is thus hereby issued in terms of Section 16(1)(b) of the Land Use Planning Ordinance No. 15 of 1985 (read with Section 42(1) of the Ordinance and the rezoning powers delegated to Council in terms of Provincial Circular GOK/LDC.9/1988 dated 8 December 1988, with effect from the date of this letter.
3. The abovementioned approval is subject to the attached conditions.

Your attention is drawn to Section 16(2)(a) of the Ordinance, in terms of which the approval shall lapse if the land concerned is not utilised as permitted within a period of two years, as from the date of approval.

Yours faithfully  
  
for C G RUDMAN  
MANAGER: URBAN PLANNING AND ECONOMIC DEVELOPMENT

cc: Objectors: P.J. Brouwer, 8 Fairview Crescent, Milnerton Ridge, 7441  
P. Dawes & Ms C. Rossouw, 16 Fairview Crescent, Milnerton Ridge, 7441  
Aintree Mews II Home Owners Assoc., W. Ward-Cox, c/o 29 Aintree Mews,  
Milnerton Ridge, 7441  
J.G.A. & L.A. Leetch, 13 Durbanville Close, Milnerton Ridge, 7441  
R. & Ms Y. Gafen, 2 Milnerton Drive, Milnerton Ridge, 7441

25939MRezApproval

MUNICIPALITY - MUNISIPALITEIT - UMASIPALA

35 MILNERTON 7435 PIENAARWEG/ROAD MILNERTON 7441 ☎ (021) 550-1111 ☎ (021) 52-2835  
WEBSITE ADDRESS: <http://www.blaauwberg.co.za>

APPLICATION FOR THE REZONING OF ERF 25939 PORTION  
OF ERF 935, MILNERTON, FROM PRIVATE OPEN SPACE TO  
SUBDIVISIONAL AREA

LC 25939M : I du Toit/dt

RESOLVED

- (a) That notwithstanding the objections received, the rezoning of Erf 25939, Portion of Erf 935, Milnerton, from Private Open Space to Subdivisional Area for Commercial, Retail, Residential and Conservation Area, BE APPROVED subject to the following conditions:
- (i) Compliance with the conditions of the authorization issued in terms of the Environmental Conservation Act, 1989 (Act 73 of 1989) by the Environmental Impact Assessment Unit of the Department of Environmental and Cultural Affairs.
  - (ii) The ownership, conservation status and management of the conservation area being resolved.
  - (iii) An Environmental Contract being entered into prior to any construction commencing on the site, such contract to include issues of on-site management during construction and management and protection of the conservation area during and after construction.
  - (iv) An Environmental Management Plan for the Conservation Area being submitted, to the satisfaction of the Environmental Officer.
  - (v) An Environmental Management Committee being established.
  - (vi) An Environmental Control Officer being appointed.
  - (vii) The submission of an acceptable Development Plan, based on the package of plans approach, showing urban massing, architectural treatment, height, landscaping and parking, to the satisfaction of the Manager: Urban Planning and Economic Development.
  - (viii) The development being generally in accordance with the precinct plans submitted in the application.
  - (ix) No building adjacent to an existing residential area exceeding two storeys.
  - (x) A detailed traffic, access, parking management plan/strategy in accordance with conditions/requirements contained in the TIA being submitted to the satisfaction of the Manager: Civil Engineering.

- (xi) The developer being responsible for the implementation of all road and transport improvements.
  - (xii) Provision of engineering services to the satisfaction of the Manager: Civil Engineering
  - (xiii) Connections to bulk services being designed in liaison with the Civil Engineering Branch.
  - (xiv) Compliance with the National Building Regulations.
  - (xv) Payment of the necessary development contributions in liaison with the Manager: Civil Engineering.
  - (xvi) Compliance with the noise control regulations PN627/1998 at all times.
- (b) That the Manager: Urban Planning & Economic Development INVESTIGATE the future plans in respect of the relocation of the stables in Koeberg Road and SUBMIT a report in this regard to the next meeting of the Executive Committee.

AN220/25/4 ERF 25939 (MILNERTON RACE COURSE DEVELOPMENT)

PAUL HARDCASTLE

11 February 2000

Stocks and Stocks Properties  
Seardel House, Alphen Park  
Main Road  
CONSTANTIA  
7806

For attention: David de Freitas

**AUTHORISATION FOR THE CHANGE OF LAND USE FROM OPEN SPACE TO ALLOW FOR THE DEVELOPMENT OF A MULTI-PURPOSE COMPLEX ON ERF 935 (MILNERTON RACE COURSE), MILNERTON: AN IDENTIFIED ACTIVITY ACCORDING TO SECTIONS 21, 22 & 26 OF THE ENVIRONMENT CONSERVATION ACT (ACT 73 OF 1989)**

By virtue of powers delegated by the Minister in terms of Section 22 of the Environment Conservation Act (Act 73 of 1989), The Department of Environmental and Cultural Affairs and Sport hereby authorises the following activity:

- *Change of land use from open space to allow for the development of a multi-purpose complex on Erf 935, Milnerton Race Course, Cape Town.*

Enclosed please find the record of decision and the conditions under which the application was approved

Inquiries regarding the authorisation can be forwarded to the officer indicated above at the *Environmental Impact Management Unit*, Cape Nature Conservation, Tel: (021) 483-5687, Fax: (021) 483-4372 or phardcas@pawc.wcape.gov.za

Yours faithfully

**HEAD OF DEPARTMENT**

- Copies:
- 1) Mr Zane Erasmus, Cape Nature Conservation, fax 889 1523
  - 2) Bohlweki Environmental Partnership, fax

(021) 483-5687/3185  
(021) 483-4372  
phardcas@pawc.wcape.gov.za

**ENVIRONMENTAL AUTHORISATION  
RECORD OF DECISION**

**Date:** 11 February 2000

**Reference:** AN220/25/4 ERF 25939 (MILNERTON RACE COURSE DEVELOPMENT)

**Description of activity:**

The project proposal involves the construction of a multi-purpose complex on Erf 935, Milnerton, Cape Town as part of a mixed-use development, including a conservation area:

- Residential area
- Office park
- Conservation area
- Civic facility
- Hotels and conference facilities
- Commercial area
- Business park

It is important to note that this development proposal constitutes a revised application. An earlier application for the site included a casino complex. The rezoning application was also revised and resubmitted to the local authority, Blaauwberg Municipality.

**Location:** The Milnerton Race Course is situated on portion 25939 of Erf 935, Milnerton. The property is wedged between Rietvlei Nature Area in the West and Race Course Road in the South and Koeberg Road in the East. The site is approximately 81 ha in extent and is presently zoned as Private Open Space.

**Applicant:** Stocks and Stocks Properties  
Seardel House, Alphen Park  
Main Road  
CONSTANTIA  
7806

**Consultant:** BOHLWEKI ENVIRONMENTAL PARTNERSHIP  
P.O. Box 4090  
CAPE TOWN  
8000

**Meetings:** Meeting was held between the environmental consultant, this Department, the planning consultant and the Wildlife and Environment Society, the Botanical Society of South Africa and the Friends of Rietvlei, on 22 July 1999. A public meeting was held on 31 August 1999.

**Decision:** Authorisation is given for the change of land use from open space to allow for the development of a multi-purpose complex on Erf 935, Milnerton, Cape Town., subject to the following conditions:

**Condition 1:** A written and signed agreement must be reached between the applicant and the local authority concerning institutional and financial arrangements which will ensure that sustainable management of the natural areas which will remain undeveloped before any construction begins on the site.

**Condition 2:** To ensure that sound environmental management takes place throughout all the development phases, the following measures must be implemented:

- An Environmental Management Plan (EMP) must be compiled to address the mitigation of environmental impacts during the construction phase of the development. The management plan, which must incorporate all the natural areas and open spaces within the development, must be drawn up for the construction and post-construction (long term management) phases. Clear measurable goals must be set in the EMP that will be monitored and audited.
- An environmental management committee (EMC) must be established to ensure that sound environmental management takes place throughout all the development phases and that the recommendation of the EMP are implemented. The composition and terms of reference of the EMC shall be determined by the environmental consultant in consultation with this Department.
- The environmental committee, in consultation with the developer and this Department, shall appoint an environmental control officer (ECO). The appointment of the ECO shall be for the entire duration of construction phase of the entire development. The ECO shall oversee the implementation of environmental measures as stipulated in the EMP on environmentally sensitive sites on a daily basis.
- An environmental control officer should be appointed, at the expense of the developer.
- Apart from the EMP, adequate provision must be made for the inclusion of environmental specifications in tender documents to contractors and/or environmental contracts.

The EMP must be completed, the environmental committee must be established, and the control officer must be appointed before any construction or site preparation commences.

**Condition 3:** The entire natural area indicated on the maps contained in the Environmental Impact Report, dated December 1999 (Revision 1), is conserved. Apart from internal footpaths, no structures will be allowed within the boundaries of the conservation area. The environmental management committee must approve the location of the footpaths.

**Condition 4:** That the roadway separating the conservation finger be raised to minimise the ecological fragmentation of the conserved areas. The environmental management committee must approve the final design of the structure.

**Condition 5:** From the Impact Report it is clear that the existing hydrological situation on site is one of the major factors which gives rise to the unique assemblage of plant communities on the site. The mitigation measures as proposed in par 9.3.4 of the Environmental Impact Report, dated December 1999, must be implemented before construction of site clearing of any development precinct starts. The Environmental Management Plan must also make clear recommendations regarding the implementation of monitoring program to ensure that adequate groundwater recharge takes place. Clear monitoring measures, resources and responsibilities must be allocated in the Environmental Management Plan. If groundwater recharge is found to be inadequate, any costs incurred to rectify the situation, must be borne by the developer.

**Condition 6:** The creation of a partially landscaped recreational area around the artificial wetlands in the north-western corner of the conservation area must be clearly formulated (and designed) in the Environmental Management Plan.

**Condition 7:** Rehabilitation of the area of infringement (a part of the artificial wetland in the northern conservation area), to be used as part of the horse training facilities, must commence within six months of the use of the facility being terminated. The area of disturbance and its rehabilitation must be clearly demarcated and described in the Environmental Management Plan.

**Condition 8:** Compliance with departmental standard conditions that are attached.

**Key factors affecting the decision:**

The site contains one of the last remnants of Sand Plain Fynbos. This vegetation type is highly threatened and Milnerton Race Course has been identified as one of the core botanical sites as it contains the highest number of threatened species of all the remaining small remnants of this vegetation type.

It is important to note that this development proposal constitutes a revised application. An earlier application for the site included a casino complex. Apart from the casino element, the development proposal retained most of the original development elements for the various precincts.

The documents contain adequate descriptions of the proposed project and affected environment and present information sufficient to facilitate the identification of issues of environmental consequence. In essence the environmental issues for the revised application is no different from that of the casino application. For this reason a shortened public participation process was followed.

**Duration and date of expiry:**

The authorisation will be valid for 2 years from the date of this decision.

**Appeal:**

Formal appeals can be directed, within 30 days of the date of this authorisation, to the Minister for Environmental and Cultural Affairs, Western Cape Province, PO Box 648 Cape Town, 8000, Fax: (021) 483-3885

## STANDARD CONDITIONS FOR EIA AUTHORISATIONS

Date: 11 February 2000

Reference: AN220/25/4 ERF 25939 (MILNERTON RACE COURSE DEVELOPMENT)

Description of activity:

The project proposal involves the construction of a multi-purpose complex on Erf 935, Milnerton, Cape Town as part of a mixed-use development, including a conservation area.

1. This authorisation refers to the specified project referred to above and described in the attached Record of Decision.
2. *The applicant shall, within 10 days of receipt of this authorisation, inform all interested and affected parties registered during the Scoping and Impact Assessment processes, of the outcome of this application and make copies of this Record of Decision, including all the conditions attached thereto, available on request.*
- 1) Changes in the project resulting in significant environmental impacts are only permissible if approved in writing by this Department.
- 2) The Department reserves the right to review and amend the conditions of authorisation every 3 years.
- 3) The Department must be notified, within 30 days, of change of ownership/project developer. Conditions established in the record of decision must be made known to the new owner/developer and are binding on the new owner/developer.
- 4) The Department must be notified of any change of address of the owner/developer.
- 5) Proof of compliance with the conditions described in the record of decision must be forwarded to the Department one week prior to the commencement of construction or operation of the development (as appropriate).
- 6) All outdoor advertising associated with this activity, whether on or off the property concerned, shall comply with the South African Manual for Outdoor Advertising Control (SAMOAC) available from:

The Director: Environmental Impact Management  
Department of Environmental Affairs and Tourism  
Private Bag X447  
Pretoria 0001  
South Africa

- 7) The conditions of the authorisation should be brought to the attention of all persons (employees, sub-consultants etc.) associated with the undertaking of this activity and the applicant should take such measures necessary to bind such persons to these conditions.
- 8) This Authorisation is granted only in terms of Section 26 and 28 of the Environment Conservation Act (Act No 73 of 1989) and does not exempt the holder from compliance with any other legislation.

- 9) One weeks notice, in writing, must be given to the relevant authority before commencement of construction activities. Such notice shall make clear reference to the reference number given above.
- 10) The authorised activity, including site preparation, may not commence before the statutory 30 day appeal period expires.
- 11) One weeks notice, in writing, must be given to the relevant authority before the commencement of operation. Such notice shall make clear reference to the reference number given above.
- 12) The owner/developer must notify the relevant authority, in writing, within 24 hours if any condition of the permit is not adhered to.
- 13) If the environmental audit(s) specified, as a condition of this permit, if any, fail to be submitted as specified then the local authority or relevant authority may have such an audit undertaken at the expense of the applicant and may authorise any person to take such steps required for that purpose.
- 14) Records relating to the compliance/non-compliance with the conditions of the authorisation must be kept in good order. Such records must be made available to the relevant authority within 7 days of receipt of a written request by the relevant authority for such records.
- 15) Provincial Government, Local Authority or committees appointed in terms of the conditions of the application or any other public authority or organisation shall not be held responsible for any damages or losses suffered by the developer or his successor in title in any instance where construction or operation subsequent to construction be temporarily or permanently stopped for reasons of non-compliance by the developer with the conditions of approval as set out in this document or any other subsequent document emanating from these conditions of approval.
- 18) Non-compliance with, or any deviation from, the conditions set out in this authorisation constitutes a failure in compliance with the authorisation. Such failure in compliance is regarded as an offence and will be dealt with in terms of Sections 29, 30, and 31 of the Environment Conservation Act (Act No. 73 of 1989), as well as, any other appropriate legal mechanisms.

## APPENDIX B2-2: PARKLANDS DEVELOPMENT

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PAGE 01/01

Verrekening  
Reference  
Inskrywing

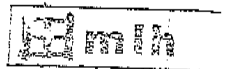
AN 592/25/4

Naam  
Enquise  
Inskrywing

P Hardcastle

Datum  
Date  
Umske

of issue 09/07/01



16-7-2001



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|-----|--|
| KBS |  |
| MBS |  |
| NBS |  |
| OSB |  |

Departement van Omgewing- en Kultuursake en Sport  
Department of Environmental and Cultural Affairs and Sport  
ISebe lemiCimbi yeNdalo esiNgqongileyo neNkcubeko nezemiDlalo

MLH Architects & Planners  
4<sup>th</sup> Floor 51 Wale Street  
CAPE TOWN  
8001

Att: Mr Martin Hutton-Squire

Fax: (021) 424 7810

Dear Sir

APPLICATION: CHANGE OF LAND USE FROM AGRICULTURE OR UNDETERMINED USE TO ALLOW FOR THE ESTABLISHMENT OF RESIDENTIAL, INDUSTRIAL AND COMMERCIAL DEVELOPMENT OF BLAAUWBERG CITY LOCATED BETWEEN TABLE VIEW AND BLAAUWBERG KOPPIE AND THE N7 NATIONAL ROUTE AND THE R27 TRUNK ROAD, AN AREA (2000 HA); AN IDENTIFIED ACTIVITY IN TERMS OF SECTION 21 OF THE ENVIRONMENT CONSERVATION ACT, 1989 (ACT NO. 73 OF 1989).

With reference to your application, find below the Record of Decision in respect of this application.

### RECORD OF DECISION

#### A. DESCRIPTION OF ACTIVITY:

The change of land use from agriculture or undetermined use to allow for the establishment of residential, industrial and commercial development of Blaauwberg City located between Table View and Blaauwberg Koppie and the N7 National Route and The R27 Trunk Road ( 2000 ha), herein after referred to as the 'activity'.

#### B. LOCATION:

The proposed residential, industrial and commercial development of Blaauwberg City is located between Table View and Blaauwberg Koppie, and between the N7 National Route and the West Coast Road (R27).

#### C. APPLICANT:

MLH Architects and Planners\*  
4<sup>th</sup> Floor 51 Wale street  
CAPE TOWN, 8001  
Tel: (021) 424 3210  
Fax: (021) 424 7810

\*On behalf of City of Cape Town: Blaauwberg Administration, Milnerton Estates and Garden Cities

Utilitas Gebou, Dorpsstraat 1  
Private bag 29086 Kaapstad 8000

Utilitas Building, 1 Dorp Street  
Private bag 29086 Cape Town 8000

Tel. No.:  
Fax No.:

Department of Environmental and Cultural Affairs and Sport  
Directorate: Environmental Affairs

2

## D. CONSULTANT:

COASTEC  
PO Box 370  
RONDEBOSCH, 7701  
Tel/Fax: (021) 685 5445

## E. SITE VISIT AND MEETINGS:

An officer from this Department met with representatives from City of Cape Town: Blaauwberg Administration, Milnerton Estates and Garden Cities on 12 November 1999.

## F. DECISION:

In terms of Sections 22 and by virtue of powers delegated by the Minister in terms of Sections 28 & 33 of the Environment Conservation Act, 1989 (Act No. 73 of 1989), the Deputy Director: Environmental Affairs of the Department of Environmental and Cultural Affairs and Sport hereby grants authorisation for the execution of the activity described above, subject to the conditions of approval contained in this Record of Decision.

## G. CONDITIONS OF APPROVAL:

## 1. Specific Conditions

1.1. This authorisation is only valid in respect of the change of land use of the area in question. If any activities listed in terms of Schedule 1 of the EIA Regulations, (Government Notice No. 1182 of 5 September 1999, as amended) other than the change of land use from agriculture or undetermined use to any other land use, are proposed within the area in future then each such activity shall be subject to a separate authorisation. With regards to industrial development, all specific developments that are likely to have major impacts in the area and are controlled by national legislation e.g. Major Hazard Installations (MHI) in terms of the MHI Regulations, Scheduled Processes in terms of the Atmospheric Pollution Prevention Act, waste management facilities in terms of Section 20 of the Environment Conservation Act, etc, must be submitted as separate applications.

1.2. No development may be undertaken within the "No-go" areas (green) shown in Figure 10, dated August 2000, of the Scoping Report, dated November 2000. In order to provide a buffer between the "no-go" areas and development no roads shall be built within 15 meters of the "no-go" areas and no other development within 25 meters of those areas.

1.3. No development shall be undertaken within the area marked on the same figure 10 referred to in condition 1.2 as "Proposed Fynbos Corridor" except the corridor may be traversed by necessary linear infrastructure such as roads, pipelines and power lines. Linear infrastructure that crosses the proposed fynbos corridor shall not cross the areas marked on figure 10 as remnants. The fynbos corridor must be developed as a natural amenity for use by residents and visitors to the area.

1.4. Where roads cross the Fynbos Corridor in an east-west direction, underpasses (an average of one per 100 m length of road) of approximately 2m high and 5m wide must be constructed to allow for the passage of human and wild animals. The final design must be completed during the various planning stages.

1.5. All development in future must ensure a gradual or soft interface with public open space (POS), particularly the proposed fynbos corridor. Development may not be designed such that it "turns its back" on POS areas through the erection of high fences, walls or similar structures.

1.6. Measures to conserve representative parts of the Dune Thicket vegetation in the north-west corner of the study area must be investigated. This must be the subject of a separate specialist study undertaken as part of the planning process for this area.

1.7. All remnants and natural features must be restored using locally occurring indigenous species.

Appeal

Gain more width.

Appeal out

Department of Environmental and Cultural Affairs and Sport  
Directorate: Environmental Affairs

3

- 1.8. Given the permeable substrate and unconsolidated deposits that cover much of the Blaauwberg City area, adequate provision must be made for the onsite handling of stormwater within future developments. The stormwater management recommendations, as detailed in the stormwater management plan for the Table View and Blaauwberg area (KFD Wilkinson, 2000) should be followed. Similarly, the stormwater management and mitigation measures as prepared by Prof. BR Davies for the Blaauwberg/Table View area, included as Annexure 9 to the Scoping Report, should be incorporated into the design and development initiatives for the area. If not adequately addressed to the satisfaction of the Environmental Officer of Blaauwberg Administration, a specialist Hydrogeological Investigation must be commissioned by the local authority, Blaauwberg Administration, at the cost of the developer. This study must be carried out by a suitably qualified hydrogeologist. This study must identify and assess the existing groundwater resource (quantity and quality) in the area and provide recommendations for future management of this resource in light of the proposed developments. The findings of the study must be addressed in future planning of Blaauwberg City, to the satisfaction of the Environmental Officer of Blaauwberg Administration;
- 1.9. Consistent with proposals emanating from the BCA and Potsdam studies (OvP, 2000; Ninham Shand, 1999) the Blaauwberg Conservation Area interface zone and Diep River buffer must only contain sensitive development compatible with such areas. Planning of those area must be informed by discussions with steering/ liaison committees (or any forum established that fulfils the same purpose of these committees); if they exist at the given time.
- 1.10. All human remains, burial sites and other archaeological artefacts uncovered during earthworks must be reported to the South African Heritage Resources Agency, and must be subject to inspection by a professional archaeologist;
- 1.11. Any development within the 1:100 year floodline of the Diep River and its tributaries must be undertaken in agreement with the Department of Water Affairs and Forestry. This Department requires that the 1:100 year floodline of the Diep River must be surveyed, and appear on all development plans, in compliance with the National Water Act, 1998 (Act no. 36 of 1998).
- A 1.12. A green buffer strip must be constructed along the R27 and the proposed east-west arterial road to reduce noise levels for local residents and enhance the visual integrity of the area as a major tourist route. This must include the creation of a green strip no less than 20m wide, including an artificial dune (to be re-vegetated with locally occurring indigenous vegetation). This dune must be constructed and landscaped in an irregular fashion to prevent users of the R27 experiencing the sensation of driving down a tunnel.
- 1.13. An Environmental Liaison Committee (ELC) must be formed for Blaauwberg City. Members of the ELC should include, but are not limited to representatives of Blaauwberg Administration, Milnerton Estates, Garden Cities, local residents, the Western Cape Nature Conservation Board, the Cape West Coast Biosphere Reserve and local environmental NGOs. The ELC will play an advisory role to this Department and the Local Authority reviewing future detailed development proposals to ensure they comply with the conditions of this authorisation. Secondly the committee should play an advisory role in environmental management of the area during the entire construction phase of Blaauwberg City. The ELC shall be established within one month of the date of issue of this authorisation and all reasonable expenses shall be covered by the applicant.
2. **Conditions relating to Construction Activities**
- 2.1. The applicant is to compile and submit a generic Environmental Management Plan (EMP) for construction activities in the area. Where developments infringe upon or are in close proximity to sensitive natural areas including natural vegetation remnants, the Fynbos Corridor, dune thicket, and "no-go" areas, site-specific EMPs must be prepared. These generic and site specific EMPs must be endorsed by the Environmental Liaison Committee (ELC) and approved by the Environmental Officer, Blaauwberg Administration prior to the commencement of any land clearing and construction.

*Commented on*

*Department of Environmental and Cultural Affairs and Sport  
Directorate: Environmental Affairs*

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- 2.2. The applicant is to appoint a qualified Environment Control Officer(s) to ensure implementation of the mitigating/rehabilitation measures and recommendations referred to above, and to ensure compliance with the conditions of approval and the EMP(s);
- 2.3. Conservation worthy indigenous species of plants and animals (as identified by the ECO or specialists) must be removed prior to construction and translocated to preserved areas. Relevant permits must be obtained prior to removal of plants and animals;
- 2.4. The applicant must submit an annual environmental audit report for endorsement by the ELC and acceptance by the Environmental Officer: Blaauwberg Administration.

3. *Conditions relating to Operational Activities*

- 3.1. The applicant must compile and submit an acceptable operational phase Environmental Management System (EMS) to this Directorate for approval for the management of Public Open Space and other sensitive natural areas in the Blaauwberg City before any of the units may be occupied. The EMS must incorporate the conditions of approval given in this Record of Decision as appropriate to the operational phase of the project.

The EMS must be based on the best practice approach for such systems. Hence, it must include all the components that are typical of an EMS including, an environmental policy, auditing, environmental training and monitoring. It is recommended that ISO14001 be used as a guide for the EMS, although the Directorate does not specifically require that ISO 14001 certification is obtained as this is voluntary. The EMS must be included in all contract documentation for the construction phase. The EMS must include:

- 3.1.1. provide management recommendations to identify, manage and address environmental issues in these areas e.g. alien eradication, rehabilitation, refuse dumping, vagrancy, fires, access control, etc;
- 3.1.2. outline an organisational structure which clearly identifies and allocates responsible parties for implementing the EMS. This must clearly outline how budgets are going to be provided and allocated;
- 3.1.3. ensure that locally occurring indigenous plant species are used for re-vegetation in these areas;
- 3.1.4. enable a positive interaction between local residents / users and sensitive environmental areas, including the possible introduction of networks and trails in certain areas;
- 3.1.5. ensure ongoing education of local resident, schools, etc.

4. *General conditions:*

- 4.1. This Authorisation is granted in terms of section 22 of the Environment Conservation Act, 1989 (Act No. 73 of 1989) and does not exempt the holder thereof from compliance with any other relevant legislation.
- 4.2. The authorised activity, including site preparation, may not commence before the statutory 30 day appeal period expires.
- 4.3. One week's notice, in writing, must be given to the relevant authority before commencement of construction activities. Such notice shall make clear reference to the site location details and reference number given above.
- 4.4. The Directorate: Environmental Affairs must be notified, within 30 days thereof, of any change of ownership and/or project developer. Conditions imposed in this record of decision must be made known to the new owner and/or developer and are binding on the new owner and/or developer.
- 4.5. The Directorate: Environmental Affairs must be notified of any change of address of the owner and/or developer.
- 4.6. The applicant must, within five calendar days of receipt of this Record of Decision,

Department of Environmental and Cultural Affairs and Sport  
Directorate: Environmental Affairs

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- 4.6.1. Inform all interested and affected parties registered during the Scoping and Impact Assessment processes, of the outcome of this application and, if requested, provide copies of this Record of Decision, including all the conditions attached thereto;
- 4.6.2. Include in such information the explicit provisions of Regulations 11 of the Environmental Impact Assessment Regulations, (Government Notices No. R 1182 and 1183 of 5 September 1997) which reads as follows:
- ★ An appeal to the Minister or provincial authority under section 35(3) of the Act must be done in writing within 30 days from the date on which the record of decision was issued to the applicant in terms of regulation 10(1);
  - ★ An appeal must set out all the facts as well as the grounds of appeal, and must be accompanied by all relevant documents or copies of them, which are certified as true by a commissioner of oaths.
- 4.6.3. Include the date on which the record of decision was issued to the applicant in terms of regulation 10(1) and the date by which appeals must reach the Minister.
- 4.6.4. Inform all I & AP's that a signed and certified Appeal Questionnaire, obtainable from the Minister's office at tel. 483 4350, URL [http://westcape.wcape.gov.za/environmental\\_cultural\\_affairs/default.asp](http://westcape.wcape.gov.za/environmental_cultural_affairs/default.asp), or email [Sesterhu@pawc.wcape.gov.za](mailto:Sesterhu@pawc.wcape.gov.za) must accompany the appeal.
- 4.7. The conditions of the authorisation should be brought to the attention of all persons (employees, sub-consultants etc.) associated with the undertaking of this activity and the applicant shall take such measures necessary to bind such persons to these conditions.
- 4.8. All outdoor advertising associated with this activity, whether on or off the property concerned, shall comply with the South African Manual for Outdoor Advertising Control (SAMOAC) available from:
- The Director: Environmental Impact Management  
Department of Environmental Affairs and Tourism  
Private Bag X447, Pretoria, 0001.
- 4.9. The owner and/or developer must notify the relevant authority, in writing, within 24 hours thereof if any condition of this authorisation is not adhered to.
- 4.10. Proof of compliance with the conditions described in the record of decision must be forwarded to the Directorate: Environmental Affairs one week prior to the commencement of construction or operation of the development (as appropriate).
- 4.11. Records relating to the compliance/non-compliance with the conditions of the authorisation must be kept in good order. Such records must be made available to the relevant authority within seven days of receipt of a written request by the relevant authority for such records.
- 4.12. If any condition imposed in terms of this authorisation is not being complied with, the authorisation may be withdrawn after 30 days written notice to the applicant in terms of Section 22(4). Failure to comply with any of these conditions shall also be regarded as an offence and may be dealt with in terms of Sections 29, 30 and 31 of the Environment Conservation Act, 1989 (Act No. 73 of 1989) as well as any other appropriate legal mechanisms.
- 4.13. The applicant shall be responsible for all costs necessary to comply with the above conditions unless otherwise specified.
- 4.14. Provincial Government, Local Authority or committees appointed in terms of the conditions of the application or any other public authority or organisation shall not be held responsible for any damages or losses suffered by the developer or his successor in title in any instance where construction or operation subsequent to construction be temporarily

*Department of Environmental and Cultural Affairs and Sport  
Directorate: Environmental Affairs*

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or permanently stopped for reasons of non-compliance by the developer with the conditions of approval as set out in this document or any other subsequent document emanating from these conditions of approval.

#### H. RECOMMENDATIONS:

##### 5. Stormwater Management

- 5.1. The stormwater management recommendations, as detailed in the stormwater management plan for the Table View and Blaauwberg area (KFD Wilkinson, 2000) should be followed;
- 5.2. The stormwater management and mitigation measures, as prepared by Prof. BR Davies for the Blaauwberg/Table View area, included as Annexure 9 to the Scoping Report, be incorporated into the design and development initiatives for the area

##### 6. Sewage and Waste Management

- 6.1. The construction of new sewage treatment works or waste management facilities in the area should, wherever possible, be located away from sensitive environments, including remnant natural vegetation and the Diep River system.
- 6.2. The use of using treated sewage for irrigation of landscaped areas should be investigated. This should include a determination of whether treated effluent will impact on indigenous plant species;
- 6.3. Waste recycling and reduction programmes and initiatives should be developed and implemented for the Blaauwberg City area;
- 6.4. Residential developments should not be located within 800 m of hazardous waste management facilities.

##### 7. Infrastructure Development (roads, electrical, pipelines, communications)

- 7.1. Wherever possible, servitudes should be consolidated to create "green-belts";
- 7.2. Where vegetation remnants are proposed for inclusion in open space, roads and servitudes should be realigned;
- 7.3. Alien vegetation within road reserves and within pipeline and powerline servitudes should be cleared and road and pipeline reserves restored with locally occurring indigenous plant species;
- 7.4. Likewise home-owners in the area should be encouraged to plant indigenous species.

#### I. KEY FACTORS AFFECTING THE DECISION:

##### 1. Biophysical Environment

- 1.1. There are a number of natural vegetation remnants within the study area of high conservation importance. Of particular significance are those proposed for a Fynbos Corridor linking the Blaauwberg with the Diep River. Remnants of high conservation importance were also identified outside the proposed Fynbos Corridor. Several of these remnants indicate Red data (rare) species.
- 1.2. The Dune Thicket in the north-west section of the area, although heavily infested by acacias, has several patches of natural vegetation and requires further investigation;
- 1.3. Two areas of high conservation importance are located adjacent to the Blaauwberg City area. These include the Blaauwberg Conservation Area to the north and the Diep River corridor located within the south-east of the area.
- 1.4. Moderate to dense alien vegetation, principally comprising woody *Acacia* species, covers most of the area.

*Department of Environmental and Cultural Affairs and Sport  
Directorate: Environmental Affairs*

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## 2. Socio-Economic Environment

2.1. No significant archaeological remains were identified in the area, other than 2 Later Stone Age sites along the proposed M12 alignment. No archaeological "no-go" areas were identified in the study site;

2.2. The study area is considered to be visually sensitive. Several areas of high aesthetic value were identified in the area, these include:

2.2.1. The north-south orientated dunes, particularly their crests and ridges;

2.2.2. The strip adjacent to the R27 and N7 scenic routes and the Blouberg Conservation Area;

2.2.3. The Diep River environs;

2.2.4. steep slopes >1:5 adjacent to the Diep River;

2.2.5. remnant indigenous vegetation.

2.3. The area north of Bloubergstrand and Table View has been identified as areas for future housing, commercial and industrial land-uses. By 2015, it is estimated that approximately 140,000 people will be housed in residential developments north of Table View and along the corridor node in the east of the area. In addition several areas have been identified as nodes for commercial development and over 600 ha been set aside for industrial use;

2.4. Current proposals are detailed in the Scoping Report.

## 3. Public Participation

3.1. The participation of interested and affected parties was undertaken by means of consultation, distribution of a Background Information Document (BID), a public meeting and open house display, and the release of the report in draft form for comment. Media notices were used to inform IAPs of the proposed activities and invite IAPs to the Public Meeting/Open House. The report details the techniques used to inform and consult the public regarding the proposed development, comments from IAPs and associated correspondence and list IAPs consulted.

3.2. The identification of potential impacts on the part of the IAPs is regarded as comprehensive.

## 4. Specialist Studies

4.1. A total of 3 specialist studies were undertaken (archaeology, visual and plantlife). Inputs on stormwater management in the area were also obtained. Various other documents and studies were used for reference.

4.2. It should be noted that no hydrogeological information or evidence on the potential impact on groundwater resources in the area was undertaken or provided.

## J. DURATION AND DATE OF EXPIRY:

This authorisation shall lapse if the activity does not commence within (five) years of the date of issue of this authorisation.

## K. APPEAL:

In terms of Section 35 of the Environment Conservation Act, 1989 (Act No. 73 of 1989), formal, motivated appeals can be directed within 30 days of the date of the issuing of this Record of Decision, to:

The Minister of Environmental and Cultural Affairs  
Western Cape Province  
PO Box 15653, Vlaeberg, 8018  
Fax: (021) 483-3885

Appeals must comply with the provisions of regulation 11 of the Environmental Impact Assessment Regulations, (Government Notices No. R. 1162 and 1163 of 5 September 1997) which reads as follows:

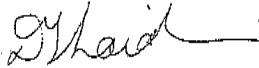
*Department of Environmental and Cultural Affairs and Sport*  
*Directorate: Environmental Affairs*

- (1) An appeal to the Minister or provincial authority under section 35(3) of the Act must be done in writing within 30 days from the date on which the record of decision was issued to the applicant in terms of regulation 10(1);
- (2) An appeal must set out all the facts as well as the grounds of appeal, and must be accompanied by all relevant documents or copies of them which are certified as true by a commissioner of oaths.

A signed and certified Appeal Questionnaire, obtainable from the Minister's office at tel. 483 4350, URL [http://westcape.wcape.gov.za/environmental\\_cultural\\_affairs/default.asp](http://westcape.wcape.gov.za/environmental_cultural_affairs/default.asp) or email [Sesterhu@pawc.wcape.gov.za](mailto:Sesterhu@pawc.wcape.gov.za) must accompany the appeal.

Your interest in the future of our environment is greatly appreciated.

Yours faithfully



DENNIS LAIDLER  
DEPUTY DIRECTOR: ENVIRONMENTAL AFFAIRS

DATE OF DECISION: 29/6/2001

Copies to: Barry Low, COASTEC  
Pat Tilmuss, Blaauwberg Municipality  
Charles Rudman, Blaauwberg Administration  
Mike Luger, Niharn Shand Consulting Engineers

Fax: (021) 555 5445  
Fax: (021) 552 2835  
Fax: (021) 552 2835  
Fax: (021) 424-5588

22-MAY-2002 10:22 FROM: MIN-MALATSI +27-21-4836001

TO: 04245539

P: 1/2



Office of the Minister for Environmental Affairs and Development Planning  
 Kantoor van die Minister van Omgewingsake en Ontwikkelingsbeplanning  
 I-Ofisi yoMphathiswa weMicimbi esiNgqongileyo noCwangciso loPhuhliso

Reference: AN 592/25/4 Blaauwberg City Development – DM 2002/91

Date: 2002-05-22

## REGISTERED MAIL:

The Directors  
 MLH Architects and Planners  
 P O Box 15002  
 VLAEBERG  
 8018

FOR ATTENTION: Mr M Hutton-Squire

Fax: (021) 424 7810

Dear Gentlemen

### APPEAL AGAINST THE AUTHORISATION FOR THE ESTABLISHMENT OF RESIDENTIAL, INDUSTRIAL AND COMMERCIAL DEVELOPMENT OF BLAAUWBERG CITY

1. Your amended appeal under reference no. 2001 561, adl dated 7 February 2002 against certain conditions of the Record of Decision issued by the Department of Environmental and Cultural Affairs and Sport on 9 July 2001 for the change of land-use from agriculture or undetermined use to allow for the establishment of residential, industrial and commercial development of Blaauwberg City located between Table View and Blaauwberg Koppie and the N7 National Route and the R27 Trunk Road, refers.
2. Special Reference is also made to the document "Final Draft Report: Review of the Appeal submitted by MLH Architects and Planners on behalf of the Blaauwberg Administration" dated 13 March 2002, prepared by Common Ground Consulting upon request of the above department to conduct an independent review of the appeal submitted.
3. After considering all relevant facts and supportive documents, I wish to advise that, in terms of section 35(4) of the Environment Conservation Act, 1989 (Act No. 73 of 1989), I have decided to uphold the appeal on the four items raised and hereby amend the following conditions of the Record of Decision (ROD) as follows:

#### Condition 1.2

"Roads and development should not encroach closer to "No go" fynbos remnants than between approximately 15 and 25 m".

Room 1-78 First Floor  
 Provincial Legislature Building  
 7 Wale Street  
 P.O. Box 15653 Vlaeberg  
 Cape Town 8000

Kamer 1-78 Eerste verdieping  
 Provinsiale Wetgewergergebou  
 Walestraat 7  
 Posbus 15653 Vlaeberg  
 Kaapstad 8000

Iqumli 1-78 Umgqongileyo wePhuhliso  
 Iqumli 1-78 Umgqongileyo wePhuhliso  
 7 Wale Street eKapa  
 Kwa-P.O. Box 15653 Vlaeberg  
 Kaapstad 8000

To/Ifowuni: (+27 21) 463-3  
 Fax/Isixhalelo: (+27 21) 463-4

22-MAY-2002 10:23 FROM: MIN MALATSI +27-21-4836081  
+27-21-4836081

TO: 04245588

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2

Condition 1.3

"A fynbos corridor of between approximately 50 to 150 m wide should be maintained in its natural condition as a public natural amenity."

Where infrastructure crosses the corridor such infrastructure should not cross the areas marked as remnants on Figure 10."

Condition 1.4 – DeleteCondition 1.12

"This must include the creation of a green strip 20 m wide on average."

Yours faithfully

  
DM MALATSI, MPP 24/05/02  
MINISTER FOR ENVIRONMENTAL AFFAIRS AND DEVELOPMENT PLANNING

Copies to :

- (1) Barry Lew, Coastec
- (2) Pat Tilmans, Bissauwberg Administration
- (3) Charles Rudman, Bissauwberg Administration
- (4) Mike Luger, (Ninham Shand Consulting Engineers)
- (5) Common Ground Consulting

Fax: (021) 685 8445  
Fax: (021) 552 2935  
Fax: (021) 552 2935  
Fax: (021) 424 5588  
Fax: (021) 424 2495

**APPENDIX B3: COUNCIL RESOLUTIONS**

**APPENDIX B3-1: FISHING AND BOATING IN THE RIETVLEI PROTECTED  
NATURAL ENVIRONMENT**

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## **BLAAUWBERG**

**Municipality**

**Munisipaliteit**

**Milnerton Administration**

**P O BOX/POSBUS 35, MILNERTON 7435 PIENAAR ROAD/WEG, MILNERTON 7441  
TEL. NO. 550-1111 FAX NO. 522-835**

**Enquiries : P Titmuss  
Telephone : 550-1214  
Reference :  
Date : 11 APRIL 1997**

**TO ALL INTERESTED AND AFFECTED PARTIES**

Dear Sir

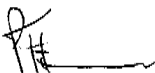
**FISHING AND BOATING IN THE RIETVLEI PROTECTED NATURAL ENVIRONMENT**

Please find attached a copy of the Council Resolution C 25\3\97 as resolved at the Council meeting on 25 March 1997.

A lengthy process was undertaken to reach these decisions and thanks go to all parties who gave of their time and knowledge during the meetings and discussions.

Various aspects of this resolution will be implemented shortly.

Yours faithfully



**P M GERBER  
CHIEF EXECUTIVE OFFICER**

finhboa.8ap

C 25\3\97  
EXCO 57\3\97

**FISHING/POWER BOATING: RIETVLEI & DIEP RIVER**

18/20/8/2

**RESOLVED**

**FISHING**

- (a) That in respect of fishing, the following areas **BE PROHIBITED** for fishing within the Rietvlei, Diep River and Milnerton Lagoon:
- (i) Hopley Road - Otto du Plessis Drive Bridge;
  - (ii) Otto du Plessis Drive Bridge - Sewage Pumping Station;
  - (iii) Sewage Pumping Station to the Lagoon Mouth - fishing from the islands and bridges;
  - (iv) Ephemeral pans and nature areas within Rietvlei;
  - (v) The deep water south lake in Rietvlei.
- (b) That subject to the necessary permits being held, fishing **BE PERMITTED** in the following areas of the Rietvlei, Diep River and Milnerton Lagoon:
- (i) Blaauwberg Road Bridge to Hopley Road;
  - (ii) Sewage Pumping Station - Lagoon mouth (from the banks only);
  - (iii) The deep water north lake in Rietvlei, subject to the following:
    - anglers being bona fide members of the WP Freshwater Angling Association;
    - the maximum number of persons being limited to 50 at any one time on specific days as may be agreed between the Angling Association and the Milnerton Aquatic Club;
    - that fishing be limited to areas as determined by a Committee comprising the Chief of Parks, the Environmental Officer and the Water Ranger in

conjunction with MAC and in conjunction with officials of the Department Cape Nature Conservation and the Avian Demography Unit.

- (c) That a comprehensive set of By-Laws and Regulations **BE DRAWN UP** and **BE PROMULGATED** covering all aspects of control necessary for effective control of the Rietvlei, the Diep River and the Milnerton Lagoon as soon as possible;
- (d) That "fishing" **BE DEFINED** as the use of "hand held rod/line and single hook system" used for the catching of fish and that no other form of fishing eg. the use of nets, multiple line or other system of catching fish be permitted;
- (e) That the whole of the above **BE REVIEWED** at a period not exceeding 2 years following further input and comment from I&APs.

#### **BOATING**

That following original decisions in 1995 addressing the effects of power boating on the Rietvlei and a recent public consultation exercise with Interested and Affected Parties -

- (i) that boating as presently permitted including power boating only **BE PERMITTED** on the north lake of the Rietvlei from 10:00 on weekdays and without restriction on weekends and public holidays;
- (ii) that an exception to (i) above **BE MADE** in respect of bona fide members of the water skiing section of the Milnerton Aquatic Club who are in training, who will **BE PERMITTED** to use the water skiing lane on the south east side of the north lake provided that they launch their boats from the ramp adjacent to the ablution block and proceed directly to the ski lane;

#### **SAILING**

- (i) that Council's previous decision to prohibit all boating on the south lake **BE RE-AFFIRMED** with the exception that subject to an agreement being reached between MAC, the Department of Cape Nature Conservation and the Avian Demography Unit relating to the times and areas, that official sail boating competitions only, on a trial

basis, **BE PERMITTED** in the south lake providing that these competitions do not exceed 10 per annum and that these competitions are held at times and in areas where the impact to birds will be minimal.

- (ii) that a further report **BE SUBMITTED** in approximately 12 months time after the impact has been assessed.
- (f) That , should it become necessary, the concerns expressed with regard to accessibility of the north lake for residents of the Blaauwberg **BE ADDRESSED** with the affected parties.

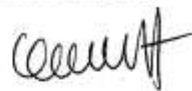
APPENDIX B4: DEEDS OF TRANSFER

APPENDIX B4-1 TRANSNET LIMITED TO WWF SOUTH AFRICA

**151 Marais Müller**

289  
QUNTA NTSEBEZA ATTORNEYS  
P.O. BOX 3713 CAPE TOWN 8000

VIR ENDOSSEMENTE KYK BLADSY  
FOR ENDORSEMENTS SEE PAGE **b**

PREPARED BY ME,  
  
CONVEYANCER  
QUNTA C D M

SEELS  
STAMPS  
SEELRED  
DUTY  
FDDI  
FEE **R50.00**

VERHUUR AAN LEASED TO  
**BLAAUWBERG MUNICIPALITY**  
VIR FOR **99 yrs** COMMENCEMENT date as per definition in Notarial Lease  
**K 622'99**  
1999-06-30

DEED OF TRANSFER NO **T. 9196 98**

KNOW ALL MEN WHOM IT MAY CONCERN :  
THAT **OLCKERS CHOPOLOGE NOYKANYANG**  
appeared before me, Registrar of Deeds, at CAPE TOWN he, the said Appearer, being duly  
authorised thereto by a Power of Attorney, granted to him by  
**TRANSNET LIMITED**  
No 90/00900/06  
dated 16 JULY 1997  
signed at JOHANNESBURG  
and witnessed in accordance with law which Power has been lodged with me;

**2153**

**6**

And the said Appearer declared that the Donors had on the 1ST OCTOBER 1996 truly and legally donated to, and that she, in her capacity as attorney aforesaid, did by virtue of these presents cede and transfer in full and free property to and on behalf of

**THE TRUSTEES FOR THE TIME BEING OF  
WORLD WIDE FUND FOR NATURE SOUTH AFRICA**

or its assigns

1. REMAINDER ERF 8611 MILNERTON, IN THE BLAAUWBERG MUNICIPALITY, CAPE DIVISION, IN THE PROVINCE OF THE WESTERN CAPE

IN EXTENT 85,0796 (EIGHT FIVE COMMA NOUGHT SEVEN NINE SIX) HECTARES

FIRST transferred and still held by Deed of Transfer No. T 2659/1971 with Diagram S.G. No. 3328/70 relating thereto

- A. SUBJECT to the conditions referred to in Deed of Transfer No. T 2659/71.
- B. SUBJECT FURTHER to the rights referred to in endorsement dated 23rd November, 1964, on Deed of Transfer No. 11382/1960 which reads as follows:-

"By Notarial Deed No. 580/64 dated 27/10/1964, the Remainder of Rietvallei A held hereunder meas. 272,9015 hectares is subject to, in favour of the Municipality of Milnerton, a Servitude area meas. 1,9783 hectares which Servitude area is represented by the figure ABCDEFGHIJKLMNOPQRSTU 36,58 metres above High Water Mark A on Servitude Diagram No. 10491/56 annexed to said Notarial Deed together with ancillary rights. As will more fully appear from the said Not. Deed."
- C. SUBJECT FURTHER to the following conditions now newly imposed by and in favour of the said Transferor which shall be binding on the Transferee and its Successors in Title:
  1. The above properties shall not be alienated without the prior written consent of the Transferor.
  2. This property shall be used only for Nature Conservation purposes.

a

3. In the event that the Transferee ceases to use this property for Nature Conservation purposes, it shall revert to and become the full and free property of the Transferor without compensation.

2. REMAINDER ERF 10085 MILNERTON  
IN THE BLAAUWBERG MUNICIPALITY, CAPE DIVISION, IN THE  
PROVINCE OF THE WESTERN CAPE

IN EXTENT 75,8181 (SEVEN FIVE COMMA EIGHT ONE EIGHT ONE)  
Hectares

FIRST transferred and still held by Deed of Transfer No. T 27829/92 with Diagram  
No. S.G. No. 5962/1973 relating thereto

- I In so far as the figure B Edge of vlei C D x on the aforementioned diagram S.G. No.  
5762/1973 is concerned:-
- A. SUBJECT to the conditions contained in Deed of Grant issued under Act No. 15 of  
1887 and Act No. 40 of 1895 on the 4 June 1920 (Cape Freeholds Volume 30 No.  
23) Nos. V VI AND VIII of which read as follows:-

- "V. That all right to minerals, mineral products, mineral oils and precious stones,  
precious or base minerals on under the land hereby granted are expressly  
reserved to the State together with the right of access to any mines or works  
undertaken for mining or prospecting purposes by any person duly authorised  
in that behalf. The land is subject to such further rights as the public or the  
Government now may or may hereinafter have or be entitled to obtain under  
or by virtue of any law relating to the prospecting, digging, mining or  
exploitation of minerals, mineral products, mineral oils, precious stones,  
precious or base metals, on or under the land hereby granted, which rights  
shall not be impaired or in any way affected by the title deed.
- VI. That, with a view to the prevention of and the arresting of existing drift sands  
the grantee or future registered owners shall plant on the land hereby granted  
such trees, grasses or other said-binding vegetation as may be stipulated by the  
Department of Forests. The trees, grasses or other sand-binding vegetation  
shall be planted within such period as may be fixed by the aforesaid  
Department.
- VII. That the land hereby granted shall be subject to all such servitude or claims  
which now exist or may hereafter be established against the land, and that the  
grantee and all future registered owners shall hold the Government harmless  
against all claims arising as a result of the sale of the land".

Q

- II. Insofar as the figure A B edge of vlei x E F G H on diagram S.G. No. 5962/1973 is concerned:-
1. To the conditions referred to in Deed of Transfer No. 372/1890 dated 24 April 1890.
- III. Insofar as the whole property is concerned: SUBJECT to the following conditions now newly imposed by and in favour of the said Transferor which shall be binding on the Transferee and its Successors in Title:
1. The above properties shall not be alienated without the prior written consent of the Transferor.
  2. This property shall be used only for Nature Conservation purposes.
  3. In the event that the Transferee ceases to use this property for Nature Conservation purposes, it shall revert to and become the full and free property of the Transferor without compensation.



WHEREFORE the Appearer, renouncing all the right and title the said Transnet Limited heretofore had to the premises, did, in consequence, also acknowledge Transnet Limited to be entirely dispossessed of, and disentitled to the same; and that by virtue of these presents the said World Wide Fund for Nature South Africa or its assigns, now are and henceforth shall be entitled thereto, conformably to local custom; The State, however, reserving its rights;

IN WITNESS whereof I, the said Registrar, together with the Appearer, q.q., have subscribed to these presents, and have caused my Seal of Office to be affixed thereto.

THUS DONE AND EXECUTED at the Office of the Registrar of Deeds, at CAPE TOWN on 5 FEBRUARY

1998

  
q.q.

In my presence,

  
REGISTRAR OF DEEDS

6

|                                                                                                                                     |                     |
|-------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| NAME of <i>A/force</i>                                                                                                              |                     |
| GEWYSIG KRAGTENS ART. 4 (1) (b) VAN AMENDED IN TERMS OF SECTION 4 (1)<br>WET 47 VAN 1937 OM TE LEES: (b) OF ACT 47 OF 1937 TO READ: |                     |
| <i>WWF. South Africa</i>                                                                                                            |                     |
|                                                                                                                                     |                     |
|                                                                                                                                     |                     |
|                                                                                                                                     |                     |
| BC 28562199                                                                                                                         | <i>[Signature]</i>  |
| 1999-06-30                                                                                                                          | REGISTRAR/REGISTRAR |

I

APPENDIX B5: LEASE AGREEMENTS

APPENDIX B5-1 WWF SOUTH AFRICA WITH BLAAUWBERG MUNICIPALITY

151 Marais Müller

10 23

SEELING DUTY R. 500  
FOOT FEE R. 200

SELEEGTE  
VRYGESTEL VAN HEREGEGTE  
EXEMPT FROM TRANSFER DUTY  
Artikel 4 (3)(b)(i)  
MARTIN  
ONTVANGER VAN INKOMSTE  
RECEIVER OF REVENUE

GEREGISTREER  
REGISTERED  
REGISTRAR  
1998-08-30

717 8

K 622199 L

Protocol 898

**NOTARIAL LEASE AGREEMENT**

It is hereby made known to all interested persons

That on the 6th day of MARCH in the year ONE THOUSAND NINE HUNDRED AND NINETY EIGHT, before me

**MARTHINUS THEUNIS STEYN HOFMEYR**

Notary, duly admitted and sworn, residing and practising at Kuils River in the Province of the Western Cape, in the presence of the undersigned witnesses personally appeared

6

9 24

**GRACE BEVERLY UHDE**

duly authorised thereto by power of attorney signed at STELLENBOSCH on the 20th day of FEBRUARY 1998 by

**WWF SOUTH AFRICA**

("Lessor")

duly represented by ISAK JOHANNES GELDERBLOM duly authorised thereto in terms of a resolution adopted by WWF SOUTH AFRICA on the 4th day of DECEMBER 1997.

and duly authorised thereto by power of attorney signed at MILNERTON on the 6th day of february 1998 by

**BLAAUWBERG MUNICIPALITY**

("Lessee")

duly represented by PIETER MUNICH GERBER in his capacity as CHIEF EXECUTIVE OFFICER duly authorised thereto in terms of a resolution adopted by BLAAUWBERG MUNICIPALITY on the 26th day of SEPTEMBER 1997

which powers of attorney have been filed in my protocol

And the Declarant declared that:

- A. WHEREAS the Lessor is the bona fide possessor and to be registered owner of certain immovable property known as Erf 8611 Milnerton and Erf 10085 Milnerton, in the Blaauwberg Municipality, Western Cape Province, respectively measuring 85,0796 hectares and 75,8181 hectares (hereinafter referred to as "the property");  
Held by T9196/98

Handwritten signatures and initials in black ink, located at the bottom right of the page. There are three distinct marks: a stylized signature, a set of initials, and another signature.

- B. WHICH property was acquired by the Lessor in terms of a Deed of Donation between Transnet Limited and the Lessor subject thereto that the said property shall not be used for any purpose other than nature conservation;
- C. AND WHEREAS the Lessee is desirous to lease the said property from the Lessor, subject to the terms and conditions of the said Deed of Donation, which will at all times take precedence over the terms and conditions of this Agreement, with the aim to establish the property as a Local Nature Reserve in terms of Section 7 of the Nature and Environmental Conservation Ordinance, No 19 of 1974, as part of the greater Rietvlei area which will be declared as such Reserve;

**THE PARTIES AGREE AS FOLLOWS:**

1. **LETTING AND HIRING**

- 1.1 The Lessor hereby lets the property to the Lessee, who hereby leases the property from the Lessor on the terms and conditions set out in this agreement.
- 1.2 It is recorded that as from the date of execution hereof the lease agreement between Transnet Ltd and the Lessee is terminated.

2. **DEFINITIONS AND INTERPRETATION**

In this Agreement, unless the context clearly indicates a contrary intention, the following words and phrases shall have the following meanings:

- 2.1 "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;
- 2.2 "the Commencement Date" shall mean the date of execution hereof.

Handwritten signatures and initials in black ink, located at the bottom right of the page. There are three distinct marks: a stylized signature, a set of initials, and another signature.

2.3 "the Ordinance" shall mean the Nature and Environmental Conservation Ordinance, 1974 (Ordinance 19 of 1974) or any amendment thereof as well as any regulations and rules issued in terms thereof;

2.4 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;

2.5 any gender shall include the other genders and the singular shall include the plural and vice versa.

3. **BASIS OF AGREEMENT**

3.1 This agreement is subject thereto that the property shall be declared as a Local Nature Reserve in terms of the provisions of the Ordinance, as part of the greater Rietvlei area which will be declared as such Reserve.

3.2 The Lessee shall request the Premier of the Provincial Administration: Western Cape to declare the Property to be a Local Nature Reserve as part of the greater Rietvlei area which will be declared as such Reserve, subject to the terms of this agreement.

3.3 The parties agree that the provisions of the Deed of Donation entered into by and between Transnet Limited and the Lessor shall at all times take precedence over the terms and conditions of this Agreement.

4. **RENTAL**

The rental payable by the Lessee to the Lessor shall be the sum of R1,00 per year, payable yearly in advance on the commencement date and thereafter on each anniversary of the commencement date.



5. **PERIOD OF THE AGREEMENT**

5.1 This agreement shall take effect on the commencement date and shall remain in force for a period of ninety-nine (99) years.

5.2 Should, for the duration of this agreement, there have been no breach thereof by the Lessee, the parties, or their successors in title, shall enter into bona fide negotiations for the extension of the term of this lease at least 24 months prior to the expiry date hereof.

6. **THE PROPERTY AND THE RIGHTS ATTACHING THERETO**

6.1 The Lessor retains all the rights of which it is at the commencement date of the 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 Lessee shall not take any action which may be at variance with such rights, including any servitude or other obligation of the Lessor, other than as specifically provided for under this Agreement.

6.3 It is further agreed that in respect to the property the Lessor shall be exempt from any provisions of the Act or Ordinance or any regulations promulgated thereunder which may be contradictory to the provisions of this agreement.

7. **MANAGEMENT OF THE PROPERTY: OBLIGATIONS OF LESSEE**

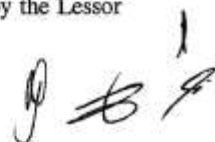
7.1 The Lessee undertakes, should this agreement be terminated for whatever reason, at the request of the Lessor, to request the Premier to withdraw the property or such portion thereof as may at that time be agreed by the parties, from the status of a Local Nature Reserve and return the property or the agreed portion thereof to the sole control of the Lessor.

Three handwritten signatures in black ink, located at the bottom right of the page. The first signature is a simple 'P', the second is a stylized 'Z' or 'S', and the third is a more complex signature with a long horizontal stroke.

- 7.2 During the currency of this agreement the Lessee undertakes to manage and control the property subject to the terms and conditions set out in this agreement and in the Deed of Donation as a nature reserve with the purpose of nature conservation.
- 7.3 Such management and control of the property shall be governed by the provisions of the Ordinance but always subject to and in accordance with the provisions hereof.
- 7.4 In the management and control of the property the Lessee in particular undertakes to preserve all wild animals, marine and plant life and objects of geological, archaeological, historical, ethnological, oceanographic, educational and other scientific interest in such a manner that the property shall, as far as possible, be retained in its natural state.

8. **IMPROVEMENTS**

- 8.1 The Lessee shall not have the right to erect any structures or improvements on the property without the prior written consent of the Lessor.
- 8.2 It shall at no time be considered that the Lessee has by virtue of this agreement acquired any right or lawful claim to a grant of the property and it shall neither on termination of this agreement in terms of clause 9 thereof, nor upon its termination by effluxion of time be entitled to any compensation for any structures and/or installations erected by the Lessee on the property as may have been approved by the Lessor which structures and/or installations shall become the property of the Lessor. Provided further that should the Lessor on termination or expiration of this agreement not require any of the said structures and/or installations or any part thereof the Lessee shall, upon being required in writing by the Lessor

A handwritten signature in dark ink, consisting of a stylized 'J' followed by a series of loops and a final flourish.

to do so, be obliged to remove the said structures and/or installations or such part thereof as the Lessor may specify, within such reasonable period as the Lessor may determine. Should the Lessee fail to comply with the written instructions of the Lessor within such a period as may be specified, the Lessor shall have the right to remove the structures and/or installations at the expense of the Lessee.

9. **BREACH OF THE AGREEMENT**

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

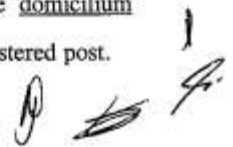
10. **DOMICILIA AND NOTICES**

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 Lessor:  
"Voorgelegen"  
116 Dorp Street  
STELLENBOSCH

10.2.1. The Lessee  
Municipality Offices  
Pienaar Road  
MILNERTON

10.2 Any notice required to be delivered by one party to the other party in terms of this Agreement shall be in writing and delivered at the domicilium citandi et executandi of the other party by hand or 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 party.

11. **AMENDMENTS AND AUTHORISATION**

- 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.
- 11.2 This agreement, with enclosures, as signed by both the parties, constitutes the full agreement between the parties and no conceptions which are not included herein will be of any force or effect.
- 11.3 This agreement is personal and relate only to the Lessee and its legal successors and may not be ceded or delegated by the Lessee.

12. **INDEMNITY**

It is the purpose of the parties in terms of this agreement that the Lessee shall have the full control over the property for the duration of the agreement subject to this agreement, the Deed of Donation and the Ordinance. The Lessee therefore indemnifies the Lessor 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 Lessor 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 property by the Lessee or its employees, contractors or clients in terms of this agreement.



13. **EXPROPRIATION**

The Lessee shall not take any steps whatsoever to promote or achieve expropriation of the property or any portion thereof during the currency of this agreement and shall forthwith refer to the Lessor any notification received from any relevant authority in this regard.

14. **REGISTRATION**

On fulfilment of the suspensive conditions set out herein, the parties agree that this lease shall be registered against the title deed(s) of the property by attorneys Marais Müller, Stellenbosch at the cost of the Lessee.

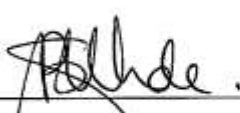
15. **COSTS**

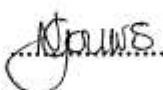
The Lessee is responsible for payment of the costs for drawing this agreement, including stamp duty and the costs of registration in the Deeds Office, to MARAIS MÜLLER INC., STELLENBOSCH, on demand.

THUS DONE AND EXECUTED BY THE APPEARERS ON THE DATE AFOREMENTIONED AT KUILS RIVER BEFORE ME, THE NOTARY, AND IN THE PRESENCE OF THE UNDERSIGNED WITNESSES.

AS WITNESSES:

1. 

  
\_\_\_\_\_  
q.q. APPEARER

2. 

BEFORE ME

  
\_\_\_\_\_  
NOTARY

**APPENDIX B5-2: THE MILNERTON AQUATIC CLUB**

**AGREEMENT OF LEASE**

entered into between

B = 177

**BLAAUWBERG MUNICIPALITY**

herein represented by Pieter Munich Gerber  
in his capacity as Chief Executive Officer

(hereinafter called "the Lessor")

and

**THE MILNERTON AQUATIC CLUB**

herein represented by   
who warrants that he is duly authorised hereto



(hereinafter called "the Lessee")

**WHEREAS** the Lessee has applied to the Lessor for the lease of a portion of the Rietvlei Protected Natural Environment (known as the Rietvlei Wetland Reserve) (hereinafter referred to as "the Land"); and

the buildings and other improvements on the Land  
(hereinafter referred to as "the Buildings")

which Land and Buildings are hereinafter collectively referred to as "the Premises" and are identified in the Plan attached hereto, **Annexure "A"**, for the purposes of promoting and organising watersport and related recreational activities;

**AND WHEREAS** the Lessor has agreed to lease the Premises to the Lessee and it is desired that the terms and conditions relating to such Lease be recorded in writing.

Initials Initials Initials  
 

**NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:**

The Lessor hereby agrees to lease to the Lessee and the Lessee hereby agrees to hire from the Lessor the Premises for the purposes of watersport and related recreational activities, subject to the following conditions:

**1. DURATION**

The Lease will endure for a period of 25 (twenty five) years commencing on date of signature of this agreement by the Lessor. The Lessee will have the option to extend the Lease with a further period of 25 years, by giving written notice to the Lessor no more than 6 and no less than 3 months before the expiration of the initial 25-year period.

**2. RENTAL**

- 2.1 The Lessee will pay to the Lessor in advance, free of bank exchange and commission or any deduction whatsoever, at the Lessor's Head Office or such other place as the Lessor may determine in writing from time to time, an annual rental of R240, inclusive of rates, and subject to an annual increase of 10%.
- 2.2 Payment of the first rental must be made as soon as reasonably possible after the date of signature of this Lease by the Lessee. Payment of rental for subsequent years will fall due on the first day of each subsequent year.
- 2.3 The Lessee will, in addition to the rental, be obliged to pay to the Lessor on due date such other sum or sums of money for which provision is hereinafter made, plus any VAT which might be payable in respect of such sums.

**3. USE OF THE LAND**

- 3.1 The Chief Executive Officer will have the right to make any further administrative arrangements necessary to promote, improve and enhance co-operation and co-ordinative effort between the Lessor and the Lessee and in particular in the practical implementation of this Agreement of Lease, without detracting from the true intent and object of this Agreement of Lease, or the Agreement between the Lessor and the World Wildlife Fund.
- 3.2 The Lease will be subject in all respects to the provisions of the Municipal Ordinance 20 of 1974 and to all servitudes and conditions, if any, binding on the Lessor in respect of the Premises.
- 3.3 The Premises and any additions thereto governed by the terms hereof may be used solely for the purposes stated.

- 3.4 The Lessee will be responsible at all times for the maintenance of good order, behaviour and government on the Premises and will not allow the same to be frequented or trespassed upon by persons of ill repute or bad character.
- 3.5 The Lessee will have the right to utilise the Rietvlei water-sport (commonly known as the North Lake) area for the purposes of its sport and will in that regard liaise with the Lessor through its authorised officers for the co-ordination of the Lessee's activities with those of the activities of the day members. Changes to the rules and regulations concerning water use may be promulgated only once the Lessee has been consulted in respect thereof.
- 3.6 The Lessee and its members will be bound to observe and comply with the rules and regulations pertaining to the Rietvlei Wetland Reserve as a whole (a nature conservation area), as well as the water-sport area *per se*, as may be determined by the Lessor and made applicable to all persons using the water sport area and will in this regard liaise closely with the responsible official of the Lessor appointed specifically for the purpose of enforcing and establishing the controlling measures applicable in the area of and on the water.
- 3.7 The Lessor will control the use of the launching ramp and the Lessee will have the right to use same, free of charge, in conjunction with the day members who have paid the fee as may be determined by the Lessor to the Lessor's gate-keeper.
- 3.8 The Lessee will apply annually for 12 (twelve) specific dates to be closed days for the exclusive use by the Lessee of the water area of the North Lake. The Lessee will advertise such dates in the local press and notify known users, such as the Friends of Rietvlei, of such dates.
- 3.9 The Lessee will apply to the Lessor for permission to hold any special events that may be organised by the Lessee and which will make use of the broader recreational area.
- 3.10 The Lessee will not cede, assign, transfer, mortgage or otherwise alienate or encumber all or any of its or the Lessor's rights under this Lease nor will the Lessee sub-let the Premises in whole or in part or otherwise part with possession thereof or any portion thereof or any right therein.
- 3.11 The Lessee may not:
- 3.11.1 erect or cause or permit to be erected any structure or other improvements on the Land; or
- 3.11.2 effect any alteration, addition or variation to the Premises
- 3.11.3 without the prior written consent of the Lessor given under the hand of the Chief Executive Officer, which, if granted, may be granted subject to such terms and

Initials Initials Initials  
   

conditions as the Lessor may in the Lessor's discretion, reasonably exercised, deem fit to impose.

- 3.12 No overnight accommodation will be allowed on the Premises, except by special arrangement with the Lessor.

4. **ACCESS**

Access to the Land by the Lessee or persons using the same with the Lessee's authority will be gained solely by way of such roads or approaches or at such places as may be agreed in writing between the Lessor and Lessee. The Lessee and its members are to abide by the rules governing the security of any gates to the premises. The Lessee will not be permitted to give access to the area as a whole to any members of the public that are not specific visitors of members - particularly after normal gate-control hours of the Lessor.

5. **ADVERTISING**

The Lessee may not use or cause or permit the Premises or any fence or other improvement forming part of the Premises to be used for the display of advertisements of any description whatsoever without the prior written consent of the Lessor given under the hand of the Chief Executive Officer, which consent may be granted or refused in the absolute sole discretion of the Lessor and if granted, may be granted subject to such terms and conditions as the Lessor may in the Lessor's sole discretion deem fit to impose.

6. **FAUNA AND FLORA**

- 6.1 No trees growing on the Land may be cut down or interfered with without the prior written consent of the Lessor given under the hand of the Chief Executive Officer, which consent may be granted or refused in the absolute sole discretion of the Lessor and if granted, may be granted subject to such terms and conditions as the Lessor may in the Lessor's sole discretion deem fit to impose.
- 6.2 No alien invasive plant species may be introduced to the leased area. The Lessee may not introduce, feed or encourage residence of any alien bird species such as Mallard or domestic duck species, or alien fish species.

7. **NO EXCAVATIONS**

The Lessee may not remove or cause or permit to be removed from the Land any soil, clay, gravel, sand or other matter upon or below the surface of the Land without the prior written consent of the Lessor given under the hand of the Chief Executive officer, which consent may be granted or refused in the absolute sole discretion of the Lessor and if granted, may be granted subject to such terms and conditions as the Lessor may

Y A7 [Signature] [Signature]

in the Lessor's sole discretion deem fit to impose.

8. **MAINTENANCE**

The Lessee will, at the Lessee's own expense, keep and maintain in good order and condition the Land and the exterior and interior of the buildings and all or any plant and equipment thereon, whether the same was in existence at the date of the signing of this Lease or subsequently added, constructed or installed, and will without derogating from the generality of the foregoing keep and maintain:

- 8.1 all gardens, lawns, trees, shrubs and hedges in a neat, tidy and cultivated condition;
- 8.2 all roads, paths, gutters, ditches, culverts and car parks in a neat, tidy and serviceable condition;
- 8.3 all mains, drains of whatever nature, septic tanks and soak-aways in a serviceable condition;
- 8.4 all buildings, improvements, structures, fences, gates and gate posts, neat and tidy and in a state of good repair;
- 8.5 all plant, furnaces, machinery, electrical and mechanical equipment and fittings, and all electrical installations and underground reticulation cables which distribute electricity from the municipal transformer to buildings, structures, and plant (and not being the responsibility of the Lessor in the Lessor's capacity as a local authority or any other local authority) serviceable and in a state of good repair.

9. **ACCESS TO THE LAND**

- 9.1 The Lessor will be entitled at all convenient times through the Lessor's officers and servants to enter upon the Premises and to inspect the same and any installations, plant or equipment thereon or therein, and may make an inventory of all defects or matters calling for repair for which the Lessee is responsible. Within fourteen (14) days of the receipt of a notice in writing from the Chief Executive Officer calling upon the Lessee so to do, the Lessee will make good any defects or matters requiring repairs. Should the Lessee fail to do so, the Lessor will be entitled to enter upon the Premises and remedy such defects or effect such repairs and recover the cost from the Lessee.
- 9.2 The Lessor reserves the rights of free access, without notice, to the Premises for as many of the Lessor's officers as may be necessary for the purpose of inspection, maintenance, renewal, cleansing, repairs and reconstruction of, or in connection with existing foul sewers, rising mains, stormwater drains, water mains, electric cables, or any works appurtenant thereto, or in regard to any such or other municipal services which the Lessor may in future lay in or across the Land, the Lessor reserving the right to establish such services without notice. The Lessee may not build over, alter, or in

Initials Initials Initials  
  

any manner disrupt such services except under the express permission in writing of the Chief Executive Officer, in respect of the service concerned, and upon due compliance with any specified precautionary measures. Should work involving maintenance, clearing, construction or reconstruction or repairs become necessary at any time the Lessor will, in performing such work, cause as little inconvenience as is reasonably possible to the Lessee, regard being had to the nature of the work performed, and the Lessor will reinstate as nearly as reasonably possible in its original condition the surface of any ground disturbed. The Lessor will not be liable for any loss or damages whatsoever which may be sustained by the Lessee as a result of the performance by the Lessor of such work.

**10. BREACH OF AGREEMENT**

In the event of the rental or any other amount not being paid within thirty (30) days from the date when same becomes due and payable or the Premises not being maintained in an efficient state of repair and in good structural condition, or in the event of any the conditions of this Lease not being duly observed in accordance with the true intent and meaning thereof, the Lessor may cancel this Lease and resume possession of the Premises without prejudice to the right of recovery of any rent due, and to recover from the Lessee such amount in respect of loss or damage as the Lessor may have sustained or expenses which may be entailed upon the Lessor by reason of the failure of the Lessee to observe the conditions of this Lease.

**11. TERMINATION OF AGREEMENT**

11.1 In the event of the Lessee dissolving or ceasing to exist at any time prior to the expiration of this Lease, this Lease will immediately terminate. At the expiration or termination of this Lease for whatsoever cause, the Premises and any improvements effected thereto by the Lessee and all installations, plant and equipment will revert to the Lessor without payment of any compensation whatsoever, or at the option of the Lessor given in writing under the hand of the Chief Executive Officer, the Lessee may be permitted to remove any buildings or structures or any installations, plant or equipment which may have been erected by the Lessee from the Lessee's own funds on the Land in accordance with the terms and conditions of this Lease.

11.2 The Lessee will at the expiration or termination of this Lease for whatsoever cause restore and deliver to the Lessor the Premises and all structures and improvements thereon in a condition satisfactory to the Lessor.

**12. SERVICES CHARGES & FEES**

The Lessee will be responsible for timeous payment of all charges levied in respect of electricity and water consumed on the Premises and in respect of refuse removal services therefrom or any other services provided and for the payment of all telephone charges incurred in respect of telephones installed thereon and will ensure that such

The block contains three handwritten signatures or initials. The first is a stylized 'J' or 'I'. The second is 'A/B' with a checkmark. The third is a cursive signature.

services are registered in the Lessee's name with the service providers concerned.

13. **INSURANCE AND INDEMNITY**

- 13.1 The Lessor may, for the currency of this Lease, insure against loss or damage as the Lessor might deem prudent the building and all other structures or improvements on the land for such sum or sums as the Lessor may deem necessary. The Lessor will recover the premiums from the Lessee which will be obliged to refund the same to the Lessor immediately upon receipt of demand accordingly.
- 13.2 The Lessee will insure and keep insured against loss or damage the contents of the buildings and all movable assets including plant, machinery, vehicles and equipment upon the Premises.
- 13.3 The Lessee hereby indemnifies the Lessor against and holds the Lessor harmless from all or any claims or damages, including costs, made against the Lessor or suffered by the Lessor by reason of any act of commission or omission by the Lessee or any of the Lessee's servants or agents, howsoever arising.
- 13.4 The Lessee will take out and keep in force a public liability policy or policies to indemnify the Lessor and the Lessee against all actions, proceedings, claims, damages, demands, costs and expenses which may be levied or brought against the Lessor or the Lessee or which the Lessor or Lessee may be required to pay, sustain or incur by reason of any negligence or other act on the part of the Lessee, the Lessee's members, employees or persons acting under the Lessee's control, for an amount of not less than R1 000 000 (One Million Rand) in respect of any one occurrence or series of occurrences arising out of or attributable to any one source or original cause, provided that the policy will not limit the insurer's liability in respect of the number of claims in any one year. The Lessee will annually provide the Lessor with proof, to the reasonable satisfaction of the Lessor, that the Lessee has complied with the Lessee's obligations in terms of this paragraph.

14. **DOMICILIUM CITANDI ET EXECUTANDI**

- 14.1 The Lessee hereby appoints the following address: *MILNERTON AQUATIC CLUB, RATTEN*  
*PO BOX 109, TABLE VUE*  
irrevocably for all purposes of this lease, to be the *domicilium citandi et executandi* of the Lessee, and service of any notices or any process thereat addressed to the Lessee, will be deemed to have been sufficiently served upon the Lessee. Any legal proceedings against the Lessee may at the option of the Lessor be brought and conducted in the Magistrates' Court and assent to any increased jurisdiction required for that purpose is hereby given by the Lessee.

- 14.2 For the purpose of any legal proceedings against or in relation to the Lessor, the Chief

*Y* *AT* *Q* *Q*

Executive Officer will be deemed to be in all respects the authorised legal representative thereof, and may be cited and sued accordingly.

15. **LIQUOR LICENCE**

It is recorded that the Lessee is currently the holder of a full liquor licence.

16. **RELAXATION OF TERMS AND CONDITIONS**

16.1 No relaxation or indulgence which the Lessor may show to the Lessee will in any way prejudice the Lessor's rights hereunder and in particular, no acceptance of rent or any other amount payable in terms of this Lease after the due date for the payment of the same will be construed as a waiver by the Lessor of the Lessor's rights hereunder.

16.2 This Lease will be subject to the provisions of the Notarial Lease Agreement entered into between the Lessor and the World Wildlife Fund - South Africa, a copy of which is attached hereto as Annexure "B". The Lessee will not do or cause to be done anything that may constitute a breach of or compromise the Agreement between the Lessor and the World Wildlife Fund - South Africa.

16.3 In this Lease:

"Chief Executive Officer" means the Chief Executive Officer of the Lessor or the person for the time being appointed by the Lessor to perform the functions and duties of Chief Executive Officer and will include where any notices or consents must be given by the Lessor, his nominee.

THUS DONE AND SIGNED AT MILNERTON AQUATIC CLUB, TARBIE VLE  
ON THIS SATURDAY 16 DAY OF MARCH, 2000.

WITNESS:

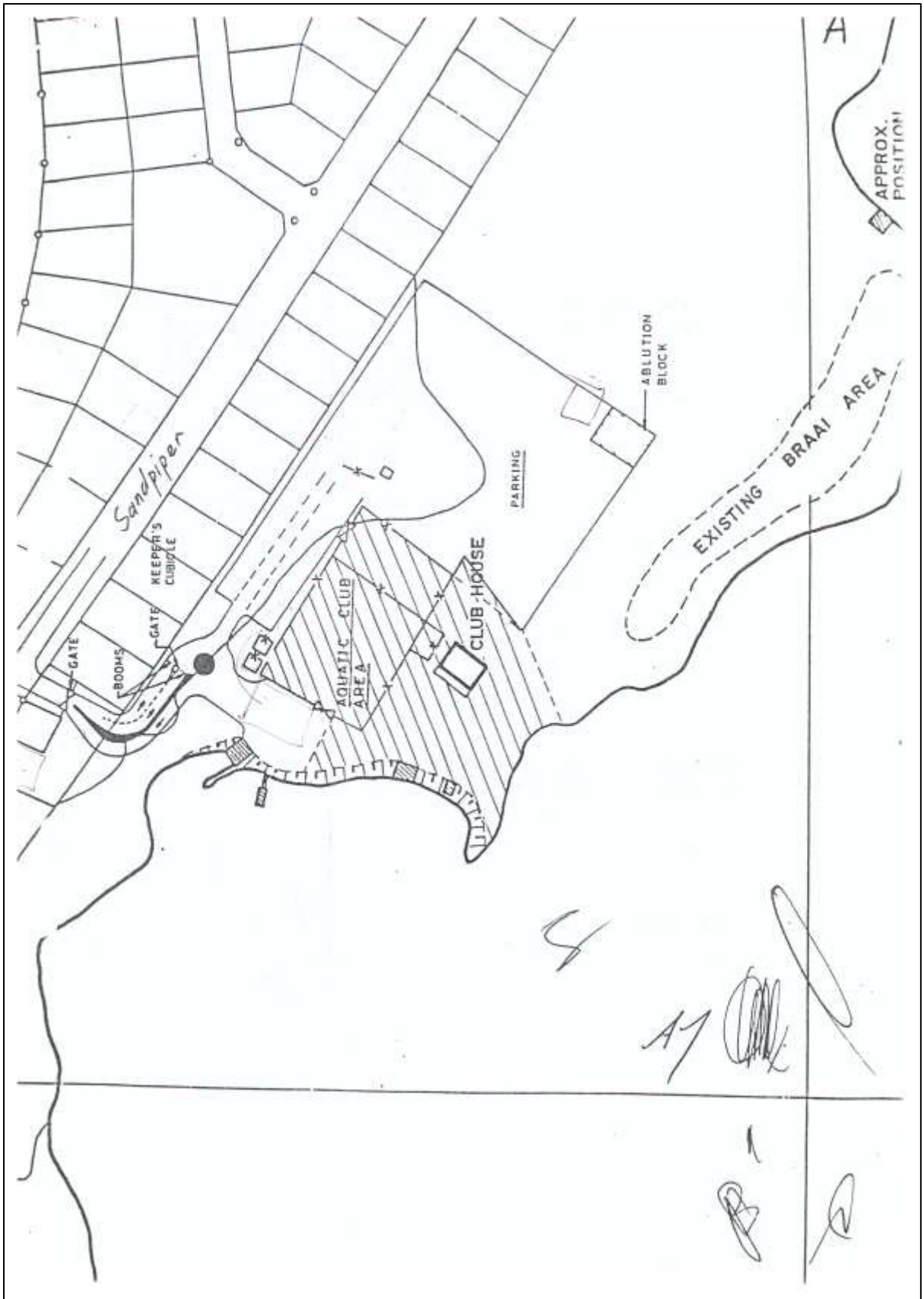
1. ABRAHAM ABRAHAM  
LESSEE  
MILNERTON AQUATIC CLUB  
2. C. ANDERSON ALAN YEOMANS

Y AT B N E

THUS DONE AND SIGNED AT Milnerton  
ON THIS 20th DAY OF March 2000.  
WITNESS:  
1. [Signature]  
2. N. A. van Gyl

[Signature]  
LESSOR  
BLAAUWBERG MUNICIPALITY

| Initials | Initials    | Initials    |
|----------|-------------|-------------|
| A7       | [Signature] | [Signature] |



**APPENDIX B5-3: CAPE RADIO FLYERS**

**AGREEMENT OF LEASE**

Made and entered into between:

**THE MUNICIPALITY OF MILNERTON**

(hereinafter referred to as "the Lessor")

and

**CAPE RADIO FLYERS**

(hereinafter referred to as "the Lessee")

A handwritten signature in black ink, appearing to be 'R. P. A.' with a large flourish, and the word 'Lessee' written below it.

**W H E R E A S** the Lessee has applied to the Lessor for the lease of that portion of land situate within the Rietvlei Nature Area adjacent to Otto du Plessis Drive, Milnerton, as shown hatched on the plan CRF-15 annexed hereto and measuring in extent approximately 4,43 hectares;

(hereinafter referred to as "the Land")

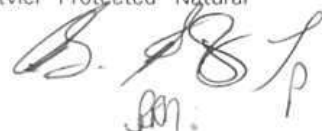
for the purpose of promoting, fostering and organising sport and recreation and, in particular, aeronautics through the building and flying of radio controlled aircraft;

**A N D W H E R E A S** the Lessor has agreed to lease the Land to the Lessee and it is desired that the terms and conditions relating to such Lease be recorded in writing.

**NOW THEREFORE THESE PRESENTS WITNESSETH THAT:**

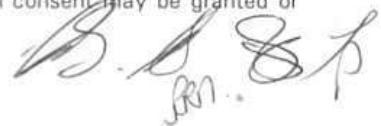
The Lessor hereby agrees to lease to the Lessee and the Lessee hereby agrees to hire from the Lessor the Land subject to the following terms and conditions:

1. The date of execution of this Lease notwithstanding, this Lease shall commence or be deemed to have commenced on 1 June 1994 and shall endure for a period of 20 (twenty) years terminating on 31 May 2014.
2. The Lessee shall pay to the Lessor, free of bank exchange and commission or any deduction whatsoever at its Head Office an annual rental of R1,00 (one rand) payable on the first day of June in each and every year.
3. This Lease shall be subject in all respects to the provisions of Ordinance No 20 of 1974 and to all servitudes and conditions, if any, binding on the Lessor in respect of the Land.
4. The Land shall be used solely for the purposes of fostering aeronautics through the building and flying of radio controlled aircraft. The Lessor shall have the right, after consulting with the Lessee, of restricting the use of the Land during such hours and to such purposes as the Lessor may decide.
5. The Lessee acknowledges that the Land falls within a Protected Natural Environment as defined in the Environment Conservation Act, No. 73 of 1989, in that the Land forms part of the Rietvlei Protected Natural

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Environment. The Lessee shall carry on the Lessee's activities upon the Land in such a manner that the natural flora and fauna upon the Land, including bird life using the air space above the Land and the environment upon and neighbouring the Land, shall in no manner be disturbed, damaged or detrimentally affected, provided that the Lessee shall be entitled to make such minor beautification to the Land as may from time to time be agreed to in advance by the appropriate management committee of the Rietvlei Protected Natural Environment.

6. The Lessee shall not cede, assign, transfer, mortgage or otherwise alienate or encumber all or any of its rights under this Lease nor shall it sub-let the Land in whole or in part or otherwise part with possession thereof or any portion thereof or any right therein, except with the prior written consent of the Lessor given under the hand of the Town Clerk, which consent may be granted or refused in the absolute sole discretion of the Lessor and if granted, may be granted subject to such terms and conditions as the Lessor may in its sole discretion deem fit to impose.
7. The Lessee shall not erect or cause or permit to be erected any structure or other improvements on the Land without the prior written consent of the Lessor given under the hand of the Town Clerk, which consent may be granted or refused by the Lessor and if granted, may be granted subject to such terms and conditions as the Lessor may in its sole discretion deem fit to impose.
8. Access to the Land by the Lessee or persons using the same with the Lessee's authority shall be gained solely by way of such roads or approaches or at such places as may be agreed in writing between the Lessor and Lessee. Vehicles shall be permitted only within the defined area of the Land and no vehicles shall be permitted to travel outside the defined area of the Land in order to retrieve model aircraft or for any other reason. It is recorded that the Western Province Caster's Association has been granted permission by the Lessor to use the same entrance and road as the Lessee.
9. The Lessee shall not use or cause or permit the Land or any fence or other improvement upon the Land to be used for the display of advertisements of any description whatsoever without the prior written consent of the Lessor given under the hand of the Town Clerk, which consent may be granted or

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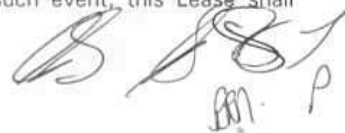
refused in the absolute sole discretion of the Lessor and if granted, may be granted subject to such terms and conditions as the Lessor may in its sole discretion deem fit to impose. It is recorded that the Lessor is aware that an advertising sign is affixed to the control tower upon the Land and has been so affixed for some time. In the event of any objections to the retention of the advertising sign being received by the Lessor in the Lessor's capacity as the local authority having jurisdiction over such matters as the display of advertising signs, the Lessor reserves the right to require the Lessee to remove the advertising sign should the Lessor decide, in the Lessor's said capacity, after having adjudicated upon the matter in the light of the relevant representations, that the advertising sign should be removed.

10. No trees growing on the Land shall be cut down or interfered with without the prior written consent of the Lessor given under the hand of the Town Clerk, which consent may be granted or refused in the absolute sole discretion of the Lessor and if granted, may be granted subject to such terms and conditions as the Lessor may in its sole discretion deem fit to impose.
11. The Lessee shall be responsible at all times for the maintenance of good order, behaviour and government on the Land and shall not allow the same to be frequented or trespassed upon by persons of ill repute or bad character.
12. The Lessee shall not remove or cause or permit to be removed from the Land any soil, clay, gravel, sand or other matter upon or below the surface of the Land without the prior written consent of the Lessor given under the hand of the Town Clerk, which consent may be granted or refused in the absolute sole discretion of the Lessor and if granted, may be granted subject to such terms and conditions as the Lessor may in its sole discretion deem fit to impose.
13. The Lessee shall, at its own expense, keep and maintain the Land and all improvements thereon, including the gate controlling access to the Land, in good order and condition.
14. The Lessor shall be entitled at all convenient times through its officers and servants to enter upon the Land and to inspect the same and any

Handwritten signature and initials, possibly reading 'B. J. S. / P'.

improvements thereon, and may make an inventory of all defects or matters calling for repair or attention found thereon for which the Lessee is responsible as herein provided and within fourteen (14) days of the receipt of a notice in writing from the Town Clerk calling upon it so to do, the Lessee shall make good any defects or matters requiring repair or attention as aforesaid and if the Lessee shall fail to do so the Lessor shall be entitled to enter upon the Land and to remedy such defects or take such steps as shall be required in the circumstances and recover the cost from the Lessee.

15. The Lessor reserves the right of free access, without notice, to the Land for as many of its officers and servants as may be necessary for the purpose of inspection, maintenance, renewal, cleansing, repairs and reconstruction of, or in connection with existing foul sewers, rising mains, stormwater drains, water mains, electric cables, or any works appurtenant thereto, or in regard to any such or other municipal services which the Lessor may in future lay in or across the Land, the Lessor reserving to itself the right to establish such services without notice. The Lessee shall not build over, alter, or in any manner disturb such service except under the express permission in writing of the Town Engineer or his nominee, in respect of the service concerned, and upon due compliance with any specified precautionary measures. Should work involving maintenance, clearing, construction or reconstruction or repairs become necessary at any time the Lessor shall, in performing such work cause as little inconvenience as is reasonably possible to the Lessee, regard being had to the nature of the work performed, and the Lessor shall reinstate as nearly as reasonably possible in its original condition the surface of any ground disturbed. The Lessor shall not be liable for any loss or damages whatsoever which may be suffered or sustained by the Lessee as a result of the performance by the Lessor of the work aforesaid.
16. The Lessor shall be entitled, from time to time and in such manner as the Lessor shall determine after consulting with the Lessee, to limit the activities and flight area of the Lessee should the Lessor deem it necessary that extra precautions be taken to protect the bird and animal life upon the Land and neighbouring the Land.
17. In the event of the Lessee dissolving or ceasing to exist at any time prior to the determination of this Lease then, and in such event, this Lease shall

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immediately terminate. In such event and/or at the expiration or termination of this Lease for whatsoever cause, the Land and any improvements effected thereto or thereon by the Lessee and all installations, plant and equipment shall revert to and vest in the Lessor without payment of any compensation whatsoever or at the option of the Lessor given in writing under the hand of the Town Clerk, the Lessee may be permitted to remove any buildings and/or structures or any installations, plant or equipment which may have been erected by the Lessee from its own funds on the Land in accordance with the terms and conditions of this Lease.

18. The Lessee hereby agrees with the Lessor that the Lessee shall pay the rent and all other amounts payable by the Lessee to the Lessor in terms of this Lease and shall also faithfully observe and fulfil each and every condition of this Lease, and in the event of the rental or any other amount not being paid within thirty (30) days from the date when the same becomes due and payable or the Land, fence, or other improvements upon the Land not being kept and maintained in an efficient state of repair and in good structural condition, or in the event of any or all of the conditions of this Lease not being duly observed and fulfilled in accordance with the true intent and meaning thereof, the Lessor shall be entitled to cancel and annul this Lease and to re-enter upon and resume possession of the Land, and any improvements effected thereto or thereon without prejudice to the right of recovery of any rent due, and to recover from the Lessee such amount in respect of loss or damage as the Lessor may have sustained or expenses which may be entailed upon the Lessor by reason of the failure of the Lessee to observe and fulfil the conditions of this Lease.
19. The Lessee shall at the expiration or determination of this Lease for whatsoever cause arising, restore and deliver up to the Lessor the Land and all structures and improvements thereon, movable and/or immovable, in the same good order and condition as at the date of signature of this Lease and in any event in a condition satisfactory to the Lessor.
20. The Lessee hereby indemnifies the Lessor against and holds the Lessor harmless from all or any claims or damages including costs made against it or suffered by the Lessor by reason of any act of commission or omission by the Lessee or any of the Lessee's servants or agents howsoever arising.



B. S. 87 P

21.

The Lessee, or should the Lessee fail to do so, or fail to provide the Lessor with proof of having done so, the Lessor, shall take out a public liability policy or policies to indemnify the Lessor and the Lessee against all actions, proceedings, claims, damages, demands, costs and expenses which may be levied, made or brought against the Lessor or the Lessee or which the Lessor or Lessee may be required to pay, sustain or incur by reason of any negligence or other act on the part of the Lessee, its members, employees or persons acting under its control, for an amount of not less than R1 000 000,00 (one million rand) in respect of any one accident or series of accidents arising out of or attributable to any one source or original cause, provided that the policy shall not limit the insurer's liability in respect of the number of claims in any one year.

In the event of the Lessor effecting such insurance, the premium on such policy/ies shall be refundable to the Lessor by the Lessee.

22.

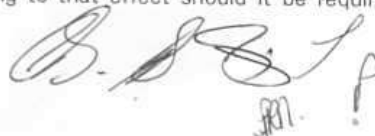
The Lessee hereby appoints the address of -

18 LACROIX AVE  
FRESNAYE  
8001

irrevocably for all purposes of and connected with this Lease, to be the domicilium citandi et executandi of the Lessee, and service of any notices or any process thereat addressed to the Lessee, shall be deemed to have been sufficiently served upon the Lessee. Any legal proceedings against the Lessee may at the option of the Lessor be brought and conducted in the court of the Magistrate at Cape Town and assent to any increased jurisdiction required for that purpose is hereby given by the Lessee. For the purpose of any legal proceedings against or in relation to the Lessor the Town Clerk shall be deemed to be in all respects the authorised legal representative thereof, and may be cited and sued accordingly and the Lessor shall be bound by all proceedings instituted against the Town Clerk as the Lessor's representative, agent, servant or licensee.

23.

Notwithstanding anything in this Agreement contained the Lessor may resume possession of the whole or any portion of the Land at any time on giving six (6) months' notice in writing to that effect should it be required

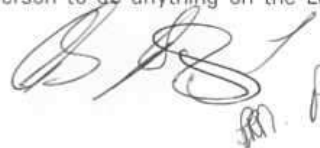


for any Local Authority or Government purposes and may cancel or amend the Lease accordingly. In either case the Lessor may but shall not be obliged to pay to the Lessee, after quiet possession of the Land has been given to the Lessor, compensation for improvements made on or in respect of the Land by the Lessee, provided that if possession of portion only of the Land be resumed and it is of such an extent that the remainder is not in the opinion of the Lessee of sufficient size for the purpose for which the Land is leased, the Lessee shall have the option of cancelling the Lease and claiming compensation in respect of improvements made to the Land. Compensation in terms of this paragraph shall be payable only for improvements made by the Lessee out of its own funds and not for improvements made out of funds provided by the Lessor, and only for improvements actually existing at the time the Lease is cancelled or amended. The Lessor reserves the right in its absolute discretion to decide for what improvements it shall pay compensation in terms of this paragraph, and no compensation shall in any event be payable unless the Lessee has deposited with the Lessor within one month of the completion of such improvements a certified statement showing the actual capital cost thereof. The Lessor shall be entitled, if it wishes, to inspect the Lessee's books of account in order to verify the said statement. Compensation in terms of this paragraph, if paid, shall be calculated according to the following formula:

$$\frac{C X}{Y}$$

where C equals the capital cost of improvements, X equals the number of calendar months between the date of resumption of possession by the Lessor in terms of this section and the expiration of the term referred to in paragraph 1 hereof, and Y equals the number of calendar months between the date of completion of the improvements and the expiration of the term referred to in paragraph 1 hereof.

24. Neither the Lessee nor any other person shall acquire or hold any licence for the sale of intoxicating liquor upon the Land without the prior written consent of the Lessor given under the hand of the Town Clerk. The Lessee shall not do, permit, allow or suffer any person to do anything on the Land

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which would be an infringement of the law for the time being regulating the sale, supply, delivery or consumption of intoxicating liquor.

25. No relaxation or indulgence which the Lessor may show to the Lessee shall in any way prejudice the Lessor's rights hereunder and in particular, no acceptance of rent or any other amount payable in terms of this Lease after the due date for the payment of the same shall be construed as a waiver by the Lessor of the Lessor's rights hereunder.

26. The costs of and incidental to the preparation and execution of this Lease and the annexed plan shall be paid by the Lessee.

27. In this Lease:

"Town Engineer" means the Town Engineer of the Lessor or the person for the time being appointed by the Lessor to perform the functions and duties of Town Engineer;

"Town Clerk" means the Town Clerk of the Lessor or the person for the time being appointed by the Lessor to perform the functions and duties of Town Clerk;

"Town Treasurer" means the Town Treasurer of the Lessor or the person for the time being appointed by the Lessor to perform the functions and duties of Town Treasurer.

DATED AT MILNERTON on 13 June 1995.

AS WITNESSES:

1. PRN

2. gph

[Signature]

TOWN CLERK

For and on behalf of

THE MUNICIPALITY OF MILNERTON

[Signature]

CERTIFIED TO BE IN ACCORDANCE WITH A RESOLUTION OF THE COUNCIL  
OF THE MUNICIPALITY OF MILNERTON

DATED

13 June 1995.



TOWN CLERK  
MUNICIPALITY OF  
MILNERTON

DATED AT MILNERTON

on 13 June

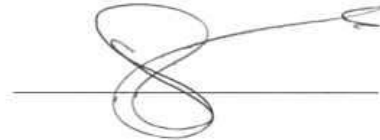
1995

AS WITNESSES:

1.



2.



CERTIFIED IN ACCORDANCE WITH A RESOLUTION OF THE MANAGEMENT  
COMMITTEE OF THE LESSEE

(copy of resolution to be attached)

DATED

13<sup>th</sup> June 1995.

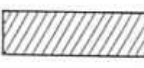


SECRETARY



|                                                                                     |        |                                                                                                                          |          |          |          |
|-------------------------------------------------------------------------------------|--------|--------------------------------------------------------------------------------------------------------------------------|----------|----------|----------|
| S 1451211                                                                           |        | TACHEMETRIC SURVEY OF FLYING FIELD                                                                                       |          | DSEW/CRF |          |
| REVISION                                                                            | DATE   | DESCRIPTION                                                                                                              | BY       | DATE     | APPROVED |
|  |        | PREPARED BY<br><b>D. B. F. M. (D. B. F. M. logo)</b><br>D. B. F. M. (D. B. F. M. logo)<br>D. B. F. M. (D. B. F. M. logo) |          |          |          |
| CONTRACT                                                                            |        | CAPE RADIO FLYERS                                                                                                        |          |          |          |
| DESCRIPTION                                                                         |        | RIETVELD FLYING FIELD                                                                                                    |          |          |          |
| SCALE                                                                               | 1:2500 | DATE                                                                                                                     | CRF - 15 | REVISION | 0        |

PROPOSED PORTION OF LEASE  
LAND TO CAPE RADIO FLYERS

 4.43 Ha

**APPENDIX B5-4: SOUTH AFRICAN FOUNDATION FOR THE CONSERVATION OF  
COASTAL BIRDS (SANCCOB)**

**MEMORANDUM OF AGREEMENT OF LEASE**  
(in respect of improved property for welfare facilities)

concluded between

**CITY OF CAPE TOWN**

(File reference no: B14/3/6/1/2/67 – PTN OF ERF 263 T)  
represented by

*JACOBUS CHRISTOFFEL COETZEE*  
**WILLIAM DAVID ANDERSON**  
in his capacity as



*REGIONAL HEAD*  
**Manager: Property Services**  
being duly authorised thereto  
(hereinafter referred to as the "lessor")



**AND**

**SOUTH AFRICAN FOUNDATION FOR THE CONSERVATION OF  
COASTAL BIRDS, A SECTION 21 COMPANY, (SANCCOB)**

represented by

**ALAN JARDINE**  
in his capacity as

**Chief Executive Officer of SANCCOB**  
being duly authorised thereto  
(hereinafter referred to as the "lessee")



**1. PREAMBLE**

The **lessor** hereby lets to the **lessee**, who hereby leases from the **lessor** the property on the terms and conditions as set out in this memorandum of lease.

**2. IDENTIFICATION AND SPECIFICATIONS****2.1 Domicilium citandi et executandi:** (address for serving of notices)**2.1.1 The lessor**

THE REGIONAL MANAGER: TYGERBERG REGION  
PROPERTY SERVICES  
CITY OF CAPE TOWN  
1 TALLENT STREET  
PAROW  
7500

Contact details: Tel: 021-938 8057 & Fax: 021-938 8075

**2.1.2 The lessee**

22 PENTZ DRIVE  
TABLE VIEW  
7441

Contact details: Tel: 021-557 6155 & Fax: 021-557 8804

**2.2 Property**

2.2.1 Physical address: 22 PENTZ DRIVE, TABLE VIEW

2.2.2 Erf number : PORTION OF ERF 12137 TABLE VIEW

2.2.3 Extent : approximately 9 990 square metres

2.2.4 Diagram/layout plan : annexed, as annexure A.

**2.3 Commencement date**

1 SEPTEMBER 2007

**2.4 Duration of lease**

Period: 10 (TEN) YEARS  
End date: 31 AUGUST 2017



**2.5 Rental**

Annual amount excluding VAT : R 165.96 (ONE HUNDRED AND SIXTY FIVE RAND NINETY SIX CENTS). Rental payable by the **lessee** to the **lessor** shall be paid annually in advance, on the first day of each and every year of this lease. The rental excludes VAT, property rates and taxes and other fees and charges to be levied by the **lessor**.

**2.6 Escalation**

The rental will escalate annually in accordance with the prescribed tariffs of the **Lessor**.

The rental will escalate annually on the anniversary of the commencement date of the lease period.

**2.7 Use of property**

The **lessee** shall only use the property for coastal bird rehabilitation, as well as for the breeding of coastal birds, and for no other purpose whatsoever.

**2.8 Special conditions and/or variations to general terms and conditions of lease**

(To be specified here, if applicable, or by reference to an annexure containing details:)

**GENERAL TERMS AND CONDITIONS OF LEASE:**

The under-mentioned clauses shall serve as general terms and conditions of this lease.

**3. TERMINATION**

The parties shall at any time, have the right to terminate this lease on not less than three (3) months' written notice of termination given by one party to the other.

**4. VACANT OCCUPATION**

4.1 The **lessee** shall be deemed to have vacant possession of the property with effect from the commencement date.

4.2 The **lessor** does not warrant such vacant possession. The parties agree that the **lessor** will not be liable for any claim in respect of damages suffered by the **lessee** as a result of him not being able to take possession of and exercise

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- control over the property due to any cause whatsoever.
- 4.3 The parties further more agree that the **lessor** retains the right to cancel the agreement in the event of it being unable, for whatever reason, to give vacant occupation and neither party shall be held liable for damages resulting from or incidental to such cancellation of this lease agreement.

**5. DEVELOPMENT**

- 5.1 The **lessee** shall not erect or cause or permit to be erected any buildings and/or structures on the property without the prior written consent of the **lessor** nor shall the **lessee** effect any improvement or additions of such buildings and/or structures nor make any substantial variations or alterations on the property without the prior written consent of the **lessor**.
- 5.2 The **lessee** shall commence development of the property within a period of twelve (12) months from the date of the signing of this lease by the **lessor** and shall proceed with such development to the satisfaction of the **lessor**. Details of the layout and landscaping of the property and the development program must be submitted to the **lessor** for approval before any work is undertaken.

**6. TERMINATION**

- 6.1 This lease may be terminated at any time during the currency of the lease upon three (3) months written notice to this effect being given by either party to the other and that in either case the Lessor shall not pay to the Lessee compensation for any improvements made to the property by the Lessee.
- 6.2 In the event of the **lessee** being dissolved or ceasing to exist during the currency hereof, this lease shall be terminated. In this event, or on termination hereof by reason of effluxion of time, breach by the **lessee** as herein before provided or cancellation by the **lessee** the land shall revert to the **lessor** without payment to the **lessee** or its successors of compensation for any improvement thereon whether necessary, useful or otherwise, but the **lessor** may, at its sole discretion, either permit the **lessee** to remove any buildings or structures erected on the land by the **lessee** from its own funds or require the **lessee** at its own expense to remove any such building or structure. Should the **lessee** fail to or refuse within a reasonable time to effect such removal, the **lessor** may do so and may recover the cost of such removal from the **lessee** by due process of law. A certificate under the hand of the **lessor's** city engineer shall be conclusive evidence of such cost.
- 6.3 The **lessee** shall at the expiration of this lease restore and deliver up to the **lessor** the land in a condition satisfactory to the **lessor**.

**7. SERVICES**

- 7.1 The **lessee** shall -



- 7.1.1 be responsible, where applicable, for the installation costs of all electricity, water, gas, sewerage, storm water and other services required in respect of the property; and
- 7.1.2 ensure that adequate arrangements are made with the **lessor** for the disposal of refuse from the property with effect from the commencement date and the **lessee** shall furthermore provide sealed containers for refuse likely to cause offensive smells.
- 7.2 The **lessee** shall pay for the cost of all electricity, gas and water supplied to and consumed upon the property during this lease. During any period for which there may be no separate meter for any of such supply and where the property forms part only of the larger metered premises/entity, the **lessee** shall pay a pro rata share of the cost of such supplies metered for the larger premises/entity.
- 7.3 The **lessee** shall pay to the **lessor** the cost of all services relating to the property, including, but not limited to, the cost of sewerage discharge and refuse removal.
- 7.4 The **lessor** shall not be obliged to provide any security services in respect of the property and the **lessee** shall make its own arrangements in this regard.

#### 8. CONDITIONS AND USE OF PROPERTY BY LESSEE

- 8.1 The **lessee** shall only use the property in accordance with the provisions of clause 2.7 and for no other purpose whatsoever without the prior written consent of the **lessor**, such consent being at the sole discretion of the **lessor**.
- 8.2 The **lessor** gives no warranty to the **lessee** that the property as they now stand will be fit for the purpose for which it is let, whether as regards location, access, facilities or otherwise, or that any licence or authority will be granted to the **lessee** to carry on the activities which it proposes to carry on from the property after the commencement date. Accordingly, there shall be no liability on the **lessor** to do any work or make any alterations or repairs to the property to render the property fit for the purpose for which it is let.
- 8.3 No activity different to any activity contemplated in sub-clause 8.1 of these conditions shall be undertaken by the **lessee** from the property without the prior written consent of the **lessor** which consent shall be at the absolute discretion of the **lessor**. The **lessee** shall produce that no such unauthorised activities are undertaken by any other person. The **lessor** shall be entitled, in granting it consent to any proposed activities, to impose such reasonable conditions relating to such activities as it may deem fit, in writing and the **lessee** shall be bound to observe the same.
- 8.4 The **lessee** shall be responsible at all times for the maintenance of good order, behaviour and governance of the property and within any buildings and/or

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structures thereon.

- 8.5 The **lessee** shall not do, nor allow to be done, anything which may in the opinion of the **lessor** damage the property, or permit to be committed, any act which may constitute a nuisance or inconvenience to, or affect the peace and/or comfort enjoyed by any person.
- 8.6 The **lessor** shall at all times have the right reasonably to control, restrict and reserve access to the property in such manner as it may reasonably deem fit in the interest of the public.
- 8.7 Without derogating from the generality of the preceding clauses of these conditions, if in the **lessor's** reasonable opinion, any noise emanating from the property constitutes a nuisance or if the **lessor** receives any complaints concerning noise emanating from the property, the **lessor** shall have the right to instruct the **lessee** in writing that the **lessee** is to ensure that the noise ceases immediately or is reduced to a level acceptable to the **lessor** and the **lessee** shall comply with this instruction as soon as is reasonably possible, but no later than seven (7) days from the date of receipt of notification thereof.
- 8.8 The **lessee** shall not use any area beyond the leased property for the sale of goods, advertising or any other purpose whatsoever without the prior written consent of the **lessor**.
- 8.9 The **lessee** shall not contravene, nor permit the contravention of any law, by-law, ordinances, proclamations or statutory regulations or the conditions of any licence relating to or affecting the occupation of the property or the carrying on of any business from the property, nor any title deed conditions at any time being applicable to the property, nor any other legal rule, enactment or prescription of any authority which legally applies to the property or which the **lessor** is required to observe as a result of its ownership of the property.
- 8.10 The **lessee** shall not permit or allow any person or persons under the influence of liquor to be admitted to or remain upon the property nor shall he allow any intoxicating liquor to be sold from the property.
- 8.11 Notwithstanding anything to the contrary contained in clause 8 of these conditions, the **lessee** shall, subject to the written approval of the **lessor**, be entitled at any time to install such fixtures, fittings and equipment in the interior of the property for the carrying on of its business.
- 8.12 The **lessee** shall submit to the **lessor** plans and details of the proposed layout and equipping of the interior of the property for prior written approval by the **lessor**, which approval shall not unreasonably be withheld. The installation of such fixtures, fittings and equipment shall be made by the **lessee** at its own expense, and the **lessee** shall not have any right to claim compensation therefor from the **lessor**. The **lessee** shall be entitled at any time prior to the termination of this lease to remove any fixtures, fittings, or equipment which it has installed in the property with the **lessor's** consent, provided that the **lessee** shall make good

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any loss or damage to any part of the property occasioned by such removal and in any event, the **lessee** shall, if so required by the **lessor** at the termination of this lease, remove any such fixtures, fittings or equipment and in like fashion, to make good any loss or damage to any part of the property occasioned by such removal.

- 8.13 The **lessee** shall not remove or cause or permit to be removed from the property any soil, clay, gravel, sand or other matter upon or below the surface of the property without the prior written consent of the **lessor**.
- 8.14 No trees growing on the property may be removed or interfered with without the written consent of the **lessor's** city engineer.
- 8.15 When instructed in writing, the **lessee** shall be required to remove or maintain (lop, trim, prune, etc) any tree or trees on the property to the satisfaction of the director : parks and forests and within a period as specified.
- 8.16 Any maintenance to the trees shall be undertaken under the direction of the **lessor's** director : parks and forests or his nominated representative.
- 8.17 The responsibility for the arrangement of and the costs pertaining to any required tree work shall be borne by the **lessee**.
- 8.18 The **lessee** shall enclose the property to the satisfaction of the **lessor** and keep and maintain such property, buildings and structures thereon in good order and condition.

#### 9. REPRESENTATION BY THE LESSOR

The **lessor** shall have the right to appoint two representatives on the board of control, management board or executive committee appointed by the **lessee**, such representatives to have the same rights and privileges as all other members of such board of control, management board or executive committee.

#### 10. ADVERTISING

- 10.1 The **lessee** shall not be entitled to use the interior or exterior or any part of the property at any time for the display of any sign, sign writing and/or advertisements of any nature without the **lessor's** prior written consent, and then only in accordance with such regulations as may be issued by the **lessor** from time to time relative to such advertising, and shall likewise procure that all occupiers of the property from time to time observe this restriction; provided that **lessee** may display on any board erected on the property the name of any person or organisation which sponsors the **lessee**, subject to the following conditions:

- 10.1.1 that the wording shall be restricted to the name of the sponsor preceded by the words "sponsored by", and shall appear only on the face of such board;

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10.1.2 that the height of the wording referred to in clause 10.1.1 shall not exceed the height of any other words appearing on the board;

10.1.3 that the colours used for the wording referred to in clause 10.1.1 shall be same as the other colours used on the board;

10.1.4 that at the sole discretion of the **lessor**, written notice may be served on the **lessee**, requiring him to alter remove or obliterate any advertisement, in which event the **lessor** shall in no way incur any liability whatsoever.

10.2 Without derogating from the generality of the afore-going, the term advertisement shall include illustration, pictures or other decorative matter, posters, or any advertising devices whether illuminated or otherwise either attached to or placed against or painted upon the property.

#### 11. FENCING

11.1 The **lessee** shall at his own cost maintain all existing and new fencing in a good and attractive condition to the satisfaction of the **lessor**.

11.2 Any fencing which, in the opinion of the **lessor**, is in bad condition must be removed and replaced by suitable material to the satisfaction of the **lessor** at the **lessee's** cost.

11.3 The use of shade cloth for fencing shall not be permitted.

11.4 Fencing or bollards shall be aesthetically pleasing and economically viable in the opinion of the **lessor**.

11.5 Back-stop fences behind goal areas shall if required by the **lessor** be erected by the **lessee** at its cost, subject to the conditions imposed by the **lessor**.

#### 12. CONDITION OF THE PROPERTY

The **lessee** shall advise the **lessor** within seven (7) days from the commencement date of any defects in the property falling which the **lessee** shall be deemed to have accepted the property as being without defects therein.

#### 13. VOETSTOOTS

The property is let voetstoots, and subject to all conditions and/or servitude's from time to time mentioned or referred to in or registered against title deed(s) of the property.

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**14. COMPLIANCE WITH REQUIREMENTS**

- 14.1 The **lessee** shall, at all times in consultation with the **lessor**, be obliged, at its own cost, to make such alterations and/or additions to the property as may be required to comply with each and every Act, law, by-law, regulating or enactment governing the **lessee's** conduct of its business and activities on and from the property, provided always that no such alterations and/or additions shall be effected unless the relevant plans, specifications and building contracts, where applicable and if applicable any other related contract, shall first have been submitted to the **lessor** for consideration and approval and approval thereof and thereafter to the appropriate directorate of the **lessor** as is normally required for such plans, specification and building contract.
- 14.2 No alterations and/or additions to the property, other than those alteration and/or additions referred to in sub-clause 17.1 of these conditions, shall be undertaken by the **lessee** without the prior written consent of the **lessor**.
- 14.3 Where any further plans and/or specifications are required to be passed in terms of any laws so that any approved alterations and/or additions, including any improvements, if any, may be effected, the **lessee** shall submit the same to the **lessor** in its capacity as the relevant local authority as may be provided for in any such law. In particular, the **lessee** shall undertake to liaise with the relevant services sectors of the **lessor** in regard to any local authority services affected by such alterations and/or additions. All approved alterations and/or additions to the property shall be carried out at the **lessee's** cost.
- 14.4 The **lessor** reserves the right to make such directives from time to time where this is, in its reasonable judgement, necessary for the safety, care and cleanliness of the property and its immediate surrounds and for the preservation of good order, comfort and convenience thereon. The **lessee** hereby agrees and undertakes to be bound by and shall observe the said directives. The directives shall come into effect on receipt of notice by the **lessee**.
- 14.5 The **lessee** shall at his/its own expense prior to commencing trading procure all licences and permits necessary to exercise his/its rights in terms of this agreement and shall comply with all the requirements of the **lessor** in this connection.

**15. FIRE REGULATIONS**

- 15.1 The **lessee** agrees to abide by the National Building Regulations promulgated under the National Building Regulations and Building Standard Act, 1977, as amended from time to time, relating to fire protection and in particular to regulation T1.
- 15.2 The **lessee** hereby indemnifies the **lessor** against any claim of whatsoever

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nature which may be made against the **lessor** arising either directly or indirectly from non-compliance with the said fire protection regulations.

- 15.3 The **lessee** shall at all times obey the lawful instructions of-, allow inspections by-, and in general co-operate with the fire prevention services of the **lessor** or any other authority which may replace the said bodies or take over the responsibility of ensuring compliance with the fire regulations as amended from time to time.

- 15.4 The **lessee** shall maintain and repair all fire prevention equipment on the property and shall have same services on a regular basis as required by the fire prevention services of the **lessor** or any other authority which may replace the said bodies or take over the responsibility of ensuring compliance with the fire regulations as amended from time to time.

#### 16. INSTALLATION OF MUNICIPAL SERVICES

The **lessor** reserves to itself the right to lay and use and to allow third parties to lay and use such underground service on or across the property without becoming liable to pay compensation to the **lessee** or to grant any reduction in rent where the property are thereby affected.

#### 17. PROVISIONS REGARDING IMPROVEMENTS

- 17.1 The following provisions shall, where applicable, apply to the construction of any improvements, namely -

- 17.1.1 the **lessee** shall effect the improvements, at its own cost, in the manner and strictly in accordance with the time frame described in the plans and specifications. The improvements shall be carried out to the satisfaction of the **lessor**;

- 17.1.2 the **lessee** shall be responsible for all costs relating to the relocation of any boundary structures, the demolition of any affected structures and the relocation of any services located on or under the property which may be occasioned by the carrying out of the improvements;

- 17.1.3 all the improvements effect to the property shall, upon their construction, become the property of the **lessor** without any compensation becoming payable to the **lessee** therefor, provided however that upon termination of this lease for any reason, the **lessee** shall, if so required by the **lessor**, remove, at the **lessee's** cost, any improvements effected to the property and make good any loss or damage suffered to any part of the property which may be occasioned by such removal.

#### 18. MAINTENANCE OF IMPROVEMENTS AND THE PROPERTY

- 18.1 Notwithstanding the fact that the improvements to be effected to the property

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shall become the property of the **lessor** upon their construction, the **lessee** shall not be entitled to require the **lessor** to repair, maintain or protect these improvements during the currency of this lease, and shall at all times ensure, at its own cost, that these improvements are repaired, maintained and protected in a proper and workmanlike manner to the reasonable satisfaction of the **lessor**, and they shall at no time become dangerous or unsightly.

18.2 The **lessee** shall, for the full duration of this lease, keep and maintain the property, including any improvements, in good order and condition and to the reasonable satisfaction of the **lessor** and shall keep the interior and exterior of the property in a clean, tidy and hygienic condition, free from rubbish, litter and accumulated dirt.

18.3 In particular, and without derogating from the generality of the afore-going, the **lessee** shall:

18.3.1 at all times keep and maintain the interior of the property in a neat and tidy condition and return the property to the **lessor** upon the termination of this lease in a good and tenable state of repair, fair wear and tear alone, excepted;

18.3.2 at its own expense, see to -

18.3.2.1 the maintenance, in good order and repair, of all electrical, power, water, plumbing, drainage, sanitary and ventilation installations and equipment including hot water cylinders serving the property, including all related fittings, piping and wiring and their replacement, when this becomes necessary;

18.3.2.2 the maintenance, in good order and repair, including the replacement thereof where necessary of all fixtures, fittings and appliances situated in the property, nothing excepted, including all floors, carpeting and floor covering, counter-tops, serving hatches and awnings, all locks, keys, door knobs, door handles, latches or fastenings and of all electrical bulbs, globes, fluorescent bulbs or otherwise, starters, ballasts or incandescent bulbs of any description whether used in relation to the property internally or externally with new ones when existing ones become damaged, broken, lost or unserviceable;

18.3.2.3 to ensure that by the expiration of, or forthwith upon the earlier termination of the lease, any holes or marks of any description made in, or to, any part of the premises by reason of nails, screws or hooks having been driven in, or fixed thereto at the instance of the **lessee** or howsoever else arising during the lease shall have been repaired to the reasonable satisfaction of the **lessor**;

18.3.2.4 to treat all internal woodwork with the appropriate varnishes required to maintain all such woodwork in good condition, and to



repaint the interior walls of the premises, where this becomes necessary, with good quality paint in the same colour as that pertaining as at the commencement date of this lease;

- 18.3.2.5 the renovation including repainting, from time to time and the preservation in a clean and tidy condition of the whole of the interior of the property, always with the intent that they shall be kept in a clean and tenantable condition;
  - 18.3.2.6 the maintenance, including the painting, of all internal walls and ceilings of the property and the oiling of all internal woodwork;
  - 18.3.2.7 the maintenance, in good order and in a clean condition, of all windows, both internal and external, forming part of the property, including but not limited to, the replacement of any damaged glass, howsoever and by whomsoever damaged with glass of the same quality and type;
  - 18.3.2.8 in complying with its obligations described in this clause 21 of these conditions, the **lessee** shall employ such tradesmen as are properly qualified to carry out the required work;
  - 18.3.2.9 the **lessee** shall immediately notify the **lessor** of any defect whatsoever in the premises for the rectification of which the **lessee** is not responsible or which the **lessee** does not undertake. In the event of failure or unreasonable delay on the part of the **lessee** so to do the **lessor** shall not be liable to the **lessee** for any loss or damage sustained by him by reason of any defect in the premises.
- 18.4 The **lessee** shall at all times ensure that the immediate approaches to any entrance to, and exit from the property and all areas adjacent to such approaches and exits as well as the abutting all exterior walls of the property are kept in a neat and tidy condition and that no goods, merchandise, wares or other obstructions of any nature are placed, stored or displayed outside the property. The **lessee** shall further ensure that all toilets, stores, tea kitchens and yards to which the **lessee** may have access are at all times kept in the same clean and tidy condition.
- 18.5 The **lessee** shall use its best endeavours to prevent blockages of all pipes and drains on, or leading to and from the property from time to time, and shall at its own cost remove, or cause to be removed any obstruction or blockage in any such pipe or drain and where necessary to repair or to replace any such pipe or drain which may require repair or replacement to the satisfaction of the **lessor**.
- 18.6 Should the **lessee** fail to comply with the provisions of this clause 21 within fourteen (14) days of being notified to do so, the **lessor** shall be entitled to effect such repair and maintenance at the cost of the **lessee**.

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**19. INSPECTION OF AND ACCESS TO THE PROPERTY**

- 19.1 The **lessor's** officials, agents or other authorised representatives shall, upon reasonable notice to the **lessee**, be entitled to have full rights of access to the property for purposes of, *inter alia*, the inspection, cleaning, maintenance, renewal, repair and reconstruction of existing foul sewers, rising mains, stormwater drains, water mains or any ancillary works, or in connection with any such or other municipal services which the **lessor** may at any time in the future choose to lay in or across the property in accordance with the provisions of this lease. The **lessor** shall not be held liable for any damage whatsoever which may be sustained by the **lessee** as a result of the performance by the **lessor** of the work afore-said or as a result of the interruption of his business or trading operations.
- 19.2 The **lessor** shall have the right at any time, through its city manager or his nominee, to have access to the books, accounts, records, etc kept by the **lessee** and the **lessee** shall submit financial statements should these statements be called for by the **lessor**.
- 19.3 The **lessor** shall, furthermore, have the same right of access for the purpose of enabling the property to be shown to prospective **lessees** and/or purchasers of the property and shall be entitled, at any time during the currency of the lease, to affix to the property "to let" and "for sale" notice in connection with any proposed lease or sale of the property.

**20. LESSOR'S LIABILITY LIMITED**

- 20.1 With derogating from provisions of clause 23 the **lessor** shall not be liable for -
- 20.1.1 any loss or damage to any goods or property of the **lessee** caused by water, rain, storm, gas or electricity which may leak into or flow from any part of the property or by any reason of any defect in the property or by any cause whatsoever;
- 20.1.2 any loss or damage suffered to the **lessee's** possessions in or about the property arising from any act of omission or commission by any tradesmen, servant of the **lessor** or any other party;
- 20.1.3 any damage to, or any loss of, any property of any nature owned by whomsoever as may from time to time be in or about the property, or any injury or death caused to anyone whomsoever who may be in the property howsoever such damage, loss, injury or death may be caused, specifically including damage, loss, injury or death caused by falling objects, and the **lessee** hereby waives any claim which, but for this waiver, it may have had against the **lessor** arising out of any such damage, loss, injury or death; and

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20.1.4 any failure, suspension or interruption of any escalators, water, electricity or other supplies to the property, if applicable, or any loss thereby suffered by the **lessee**, whether consequential or otherwise. The **lessee** undertakes to notify the **lessor** immediately of such failure, suspension or interruption.

20.1.5 The **lessee** hereby indemnifies the **lessor** against any claim which may be brought against it on that account by any user of the property, such indemnity to include an indemnity against all such costs which may be incurred by the **lessor**, on an attorney and client scale, in connection with any such claim. The **lessee** undertakes to notify the **lessor** immediately of any such failure, suspension, interruption or defect.

## 21. INDEMNITY

The **lessee** indemnifies the **lessor** and keeps the **lessor** indemnified against any claim of whatsoever nature as may be made against the **lessor** by any person whomsoever in respect of all actions, proceedings, claims, costs, demands, damages, expenses, omissions, loss, injury or death, such indemnity to include an indemnity against all such costs which may be incurred by the **lessor**, on an attorney and client scale, in connection with any such claim, and provided that this waiver and indemnity shall apply notwithstanding that any such actions, proceedings, claims, costs, demands, damages, expenses, omissions, loss, injury or death may be due, directly or indirectly, to the fault of the **lessee** and/or its members, employees or persons acting under its control and for whose actions the **lessee** may in law be responsible.

## 22. INSURANCE

22.1 The **lessor** shall at its own cost -

22.1.1 insure comprehensively the property in respect of multi peril and political riot insurance cover.

22.2 The **lessee** shall be obliged, at its own cost, to -

22.2.1 effect adequate insurance to cover any damage or loss in respect of its property or employees;

22.2.2 effect adequate plate glass insurance in respect of all plate glass, if any, contained in and about the property; and

22.2.3 effect adequate public liability insurance policy for such amount as would provide an indemnity in respect of all claims which may foreseeably be made against it arising out of any act or omission done upon the property.

22.3 The **lessee** shall not do or omit to do anything or permit anything to be done, which might in the sole opinion of the **lessor** damage the property or do anything which might increase the insurance premiums payable by the **lessor** on the



property or on its property kept therein or which might endanger its policy or policies or store on the property any goods of a hazardous nature without the written consent of the **lessor** first being obtained. In the event of the insurance premiums payable by the **lessor** being increased or by reason of any act or omission of the **lessor** or of the **lessee** acting in breach of this clause, the **lessor** may recover from the **lessee** on demand, the amount of such increase without prejudice to any other rights which the **lessor** may have.

- 22.4 Where the **lessee** sub-lets any portion of the property pursuant to the provisions of this lease, it shall ensure that the conditions of all insurance policies which it is required to keep in force as provided for in this clause 25 of these conditions are strictly observed by the sub-lessees concerned.

### 23. OCCUPATIONAL HEALTH AND SAFETY

The **lessee** shall ensure that all activities on the property comply in all respects with the provisions of the Occupational Health and Safety Act No 85 of 1993, as amended and the regulations framed thereunder and hereby assumes full responsibility in terms of such Act.

### 24. DAMAGE OR DESTRUCTION

- 24.1 Should the property be destroyed to such an extent that they are in the opinion of the **lessor**, rendered unfit for substantial beneficial use by the **lessee** for the purpose allowed by this lease, then -

24.1.1 the **lessee** shall have no claim of any nature whatsoever against the **lessor** as a result thereof, no matter how such destruction or damage may be caused; and

24.1.2 the **lessor** shall be entitled to cancel this lease by written notice of cancellation sent to the **lessee** by registered post by not later than sixty (60) days after the date of such destruction or damage occurring and the **lessee** shall have no claim of any nature whatsoever against the **lessor** as a result of such cancellation, but shall not be liable for any rent from the date of such destruction or damage.

- 24.2 Should the property be destroyed or damaged to such an extent that it is, in the opinion of the **lessor**, not rendered unfit for substantial beneficial use by the **lessee** for the purpose allowed by this lease, then -

24.2.1 this lease shall not be cancelled;

24.2.2 the rental payable by the **lessee** shall be reduced pro rata to the extent to which the **lessee** is deprived of the beneficial use of the property;

24.2.3 the **lessor** shall at its own cost repair the damaged or destroyed portion of the property as expeditiously as is reasonably possible in circumstances;

24.2.4 the **lessee** shall have no claim of any nature whatsoever against the **lessor** as a

result of the said destruction or damage, no matter how caused.

- 24.3 Notwithstanding anything to the contrary contained in this lease, the provision of clause 27 of these conditions shall not prejudice any claim which the **lessor** may have against the **lessee** where the destruction of or damage to the property or any part thereof is occasioned by an act, default or neglect of the **lessee** or of any person for whose actions the **lessee** is at law responsible.

## 25. SUBLETTING, ASSIGNMENT AND CESSION

- 25.1 The **lessee** shall not, without the prior written consent of the **lessor** and which consent the **lessor** shall be entitled to withhold in its sole discretion;

25.1.1 sublet the property or any other portion thereof;

25.1.2 cede or assign any of his rights or delegate any of his obligations hereunder;

25.1.3 part with the possession, allow any other person to use or have occupation of, the whole or any portion of the property; or

25.1.4 should the **lessor** so consent the **lessor** shall have the right to revise any of the conditions of lease.

25.2 Where the **lessee**, with the prior written consent of the **lessor**, sublets the property or any portion thereof, he shall procure that the sublease shall be in writing and that a copy thereof and any future amendments thereto shall be given to the **lessor** forthwith upon the conclusion thereof.

25.3 The **lessee** hereby agrees to the **lessor** being permitted to cede or assign the **lessor's** rights and obligations under the lease in the event of the **lessor** deciding to dispose of the freehold or leasehold provided that such disposition shall be subject to the existing rights and obligations of the **lessee**.

25.4 In the event of the **lessee** being a juristic person any changes to its membership or shareholding which in the opinion of the **lessor** alters the nature or control of the juristic person shall be deemed to be an assignment and or cession of rights and obligations.

## 26. COSTS

All costs incurred by the **lessor** in the negotiation, drafting and conclusion of this agreement, and in advertising the conclusion of this lease in terms of relevant local authority requirements shall be paid by the **lessee** to the **lessor** upon demand.

## 27. PROPERTY REMAINS PROPERTY OF LESSOR

The grant of the lease hereby constituted, shall under no circumstances be

deemed to confer any real right or servitude of any kind in favour of the **lessee**. Upon a demand made by the **lessor**, in terms of this lease, for quiet possession of the property, the **lessee** shall be bound to give such possession without any right to compensation, whether for useful, necessary expenses or other improvements.

**28. LEASE AS SECURITY**

The **lessee** shall not be entitled to the registration of this lease against the title deed of the property nor shall he be entitled to offer the agreement of lease as security for whatever purposes to third parties.

**29. LESSOR'S RIGHTS ON TERMINATION**

On termination of this lease for any reason, the **lessor** shall be entitled to remove and/or deal as it deems fit with any possessions of the **lessee** remaining in or on the property, and the **lessee** shall be liable for any loss, damage or cost directly or indirectly suffered or incurred by the **lessor** arising out of the **lessee's** possessions remaining in or on the property after termination of this lease, provided always that nothing contained in this clause shall be construed as affording the **lessee** any right to remove any of the **lessee's** possessions thereby reducing the value of the **lessor's** hypothec for any amount remaining unpaid by the **lessee** in terms of the lease.

**30. LESSEE'S BREACH OF LEASE AND TERMINATION**

**30.1 Should the lessee -**

30.1.1 fail to pay any rent or other amount due by it to the **lessor** in terms of this lease on the due date and continues to do so for more than 7 (seven) day after receipt of a written notice requiring payment, provided that no such notice shall be necessary in the case of a third or subsequent failure occurring within any continuous period of 12 (twelve) months; or

30.1.2 breach any other provision of this lease and fail to remedy such breach within seven (7) days of giving to it by the **lessor** of notice requiring that such breach be remedied; or

30.1.3 be cited as the subject of any provisional or final liquidation or sequestration or judicial management proceedings or convene a meeting of its members/creditors to consider the passing of a resolution to place it in voluntary liquidation; or

30.1.4 attempt to effect any compromise with its creditors save in the course of any reconstruction or any amalgamation; or

30.1.5 commit any act of insolvency; or

Handwritten signature and initials in the bottom right corner of the page.

**32. DOMICILIA**

The **lessor** hereby chooses *domicilium citandi et executandi* for all purposes under this lease at the address set out in clause 2.1.1 and the **lessee** at the address stipulated in clause 2.1.2 of the schedule, and either party may at any time change its/his *domicilium* to any other address, not being post office box or poste restante, on not less than ten (10) days written notice to such effect to the other party.

**33. NOTICES**

Any notice given by or to either party in terms of this lease shall be given in writing and shall be delivered by hand to a responsible person present at or sent by prepaid registered post to the *domicilium* chosen by the addressee in terms of this lease and whereupon it shall be deemed to have been received when so delivered or seven (7) days after being so sent.

**34. JURISDICTION OF MAGISTRATE'S COURT**

The parties to this lease hereby consent in terms of Section 45 of the Magistrate's Court Act, Act 32 of 1944 or any amendment thereof, in respect of any action or proceeding arising out of or in connection with this lease, to the jurisdiction of the Magistrate's Court having jurisdiction in terms of Sections 28 and 29 of the said Act.

**35. GENERAL**

- 35.1 This lease constitutes the entire agreement between the parties regarding the subject matter hereof. No agreements, guarantees or representations, whether verbal or in writing, have been concluded, issued or made, upon which either party is relying in concluding this agreement, save to the extent set out herein.
- 35.2 Any relaxation or indulgence which the **lessor** may show towards the **lessee** shall not in any way prejudice the exercise of any of the **lessor's** rights under this agreement, nor be regarded as a waiver thereof, particularly the acceptance of rent after the due date, or the acceptance of a lesser sum than the amount of rent due, shall not be construed as a waiver by the **lessor** of his rights under this lease.
- 35.3 If any particular provision and/or term of this lease is 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 this lease shall accordingly be construed as entirely separate and separately enforceable in the widest sense from the other provisions and/or terms hereof.



**36. NO VARIATION**

No variation of, or addition or agreed cancellation to this lease shall be of any force or effect unless it is reduced to writing and signed by or on behalf of the parties.

Thus done and signed at TABLE VIEW this <sup>30</sup> day of DECEMBER 2007

AS WITNESSES:

1. Brauss
2. W. Brecht

for LESSEE

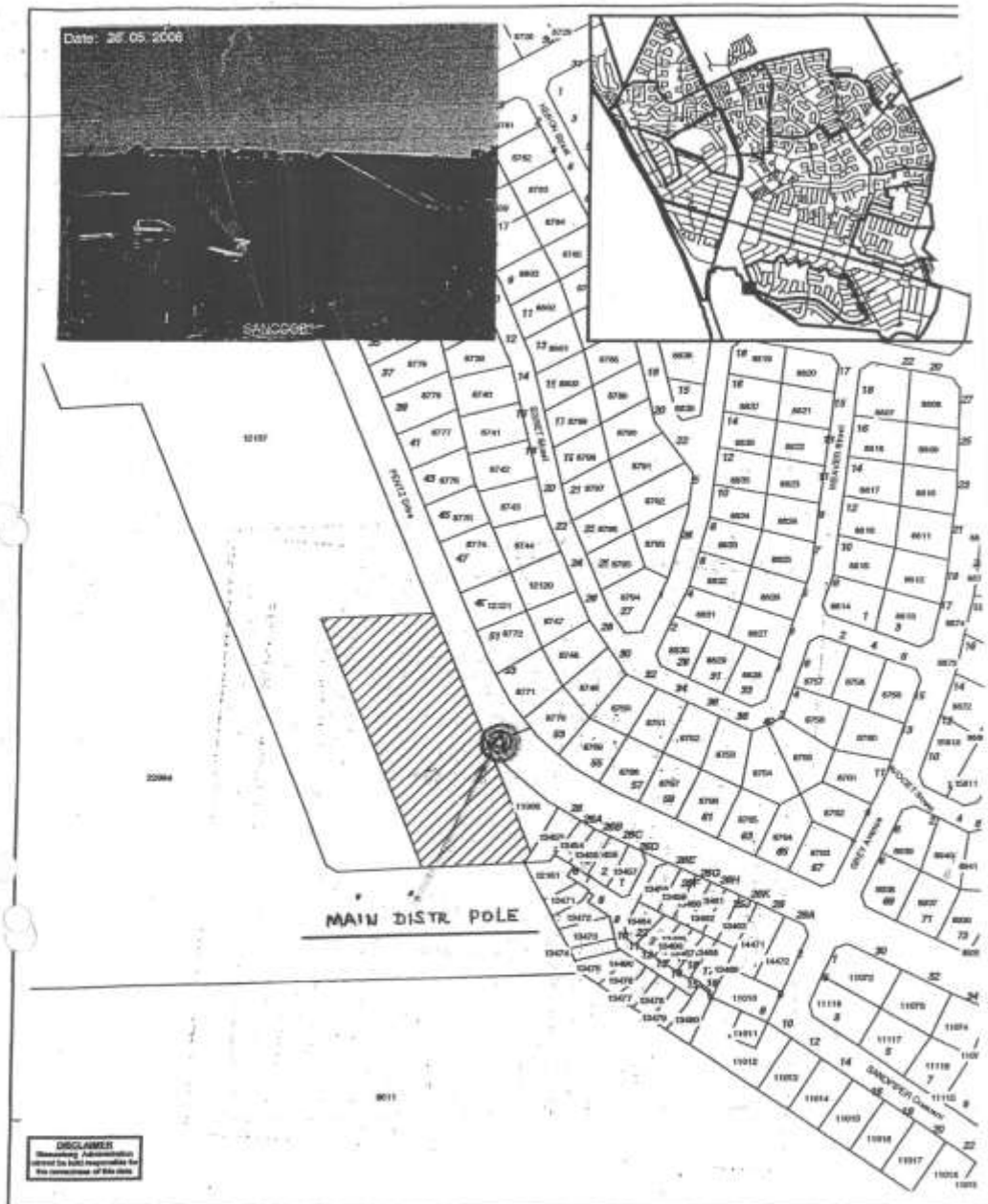
Thus done and signed at CAPE TOWN this <sup>8</sup> day of February 2008 <sup>me</sup> <sub>JD</sub>

AS WITNESSES:

1. Phenix
2. M. Hoops

for LESSOR

Date: 26.05.2006



DISCLAIMER  
The undersigned hereby certifies that the information contained in this report is true and correct to the best of his knowledge and belief.



CIVIL ENGINEERING  
GIS SECTION

A PORTION OF  
MILNERTON ERF 12137  
SANCCOB  
TABLE VIEW  
AREA: 9990 sqm ZONING: PRIV



Scale: 1:3000

Date: 26.05.2006

Compiled: AvdB

## APPENDIX B5-5: WESTERN PROVINCE MOTOR CLUB

### MEMORANDUM OF AGREEMENT OF LEASE

made and entered into between

THE WESTERN CAPE REGIONAL SERVICES COUNCIL  
(hereinafter called the "COUNCIL")

and

WESTERN PROVINCE MOTOR CLUB  
(hereinafter called the "CLUB")

WHEREAS the Club and the Council entered into an Agreement of Lease dated 9th August 1968 and addendum thereto dated 5th April 1977.

AND WHEREAS the Club has applied to the Council for an extension of the Lease.

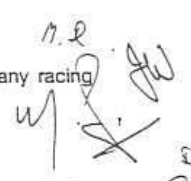
AND WHEREAS the Council has agreed to extend the Lease subject to the amendment of certain conditions thereto.

#### NOW THEREFORE THESE PRESENTS WITNESS:

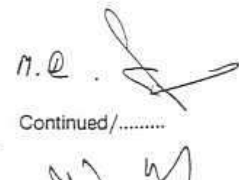
1. The Council and the Club hereby agree to the cancellation of the aforesaid Agreement of Lease and Addendum thereto dated 9th August 1968 and 5th April 1977 respectively, with effect from 1st January 1994.
2. The Council hereby agrees to let and the Lessee hereby agrees to hire the land with improvements thereon known as Portion 2 of Potsdam Outspan, Cape Farm No. 235 measuring in extent approximately 46.5402 hectares together with certain improvements thereon, reflected on the attached copy of Working Plan no. SB12/83301 and excluding the shaded areas thereon. Notwithstanding the date of signature of this Agreement this Lease shall be deemed to have commenced on 1st day of January 1994, and will endure for a period of twenty eight (28) years terminating on the 31st December 2022.
3. The Club shall pay to the Council a rental of (Five hundred Rand) R500,00 in respect of the first year of the Lease and thereafter the rent payable by the Club to the Council shall be increased annually on the basis that for each and every following twelve month period the rental shall be an amount equal to the rental payable in respect of the immediately preceding year, increased by an amount equal to ten percent (10%) thereof. The rental so payable shall be paid at the Head Office of the Council in Cape Town within seven (7) days of the first day of January in each and every year free of exchange and other charges.

REGISTRAR  
16 FEB 1994  
W.C.R.S.  
COUNCIL

Continued/.....

4. The land hereby leased shall be used only for the purpose of providing and maintaining a motor vehicle race track together with such other facilities as are appurtenant thereto and for no other purpose except with the prior approval of the Council in writing.
5. The Club shall not erect or cause or permit to be erected any buildings or structures on the land without the prior approval of the Council in writing, nor shall the Club effect additions or alterations to the existing buildings or structures on the land without the prior written approval of the Council.
6. No tree growing on the land shall be cut down or interfered with, except with the prior written approval of the Council.
7. The Club shall not remove or cause or permit to be removed from the land or from one part of it to another any soil, clay, gravel, sand, shale or other matter upon or below the surface of the land whether for sale or otherwise, without prior written consent of the Council.
8. The Club shall be responsible to the satisfaction of the Council for the maintenance and upkeep of the land and all buildings, including the structures and fences which either now exist or may be erected thereon at any time during the currency of this lease.
9. The Club shall not use or cause or permit the land hereby leased to be used for any racing on ~~a Sunday~~, Good Friday, Ascension Day, ~~Day of the Covenant~~ and Christmas Day. M.E. 
10. The Club shall be responsible at all times for the maintenance of good order on the premises. 
11. Access to the land by the Club or persons using it with its authority shall be had by means of only such roads or approaches or at such other points as may be agreed upon in writing between the Council and the Club.
12. The Council may at all convenient times through its members, officers and servants enter upon the land and any buildings or structures thereon, whether during the course of a race meeting or not and make an inventory of all defects or matters requiring attention for which the Club is responsible in terms of Clauses 8 and 10 and within 14 days of the receipt of a notice in writing from the Council calling upon it to do so, the Club shall make good and rectify such defects or matters and if the Club shall fail to do so, the Council may remedy such defects or matters and recover the costs from the Club.

Continued/.....

13. The Council reserves the right of free access, without any notice, to the land hereby leased for as many of its officers and servants, including those of any other local authority, as may be necessary for the construction, maintenance, cleansing and repair of any stormwater, sewerage or electrical work. The Club shall not build over, alter or in any manner disturb such work except under the express permission of the Council in writing, subject to such conditions upon which such permission may be granted. The Council shall in performing such work cause as little inconvenience as possible to the Club, regard being had to the nature of the work performed and the Council shall be responsible for reinstating as nearly as reasonably possible in its original state the surface of any ground disturbed, provided that the Council shall not be liable for any damage whatsoever which may be sustained by the Club or any other person or body or persons as a result of the performance by the Council of the work aforesaid.
14. The Club undertakes during the currency of this lease to insure and keep insured against damage or loss by fire or storm all buildings and structures on the land for such sum as the Council may from time to time require and the Club shall cede such policies of insurance to the Council and forward the annual renewal receipts for such insurance cover to the Council at its Head Office in Cape Town on or before the due date in each and every year.
15. The Club shall be responsible for the taking out of a public liability policy to indemnify the Council against all actions, proceedings, claims, damages, demands, costs and expenses which may be levied, made or brought against the Council or which the Council may be required to pay, sustain or incur, by reason of any negligence or other act on the part of the Club, its members, employees or persons acting under its control up to an amount of not less than R1 000 000.00 for any claim which may arise out of the aforementioned contingencies, provided that there shall be no limit to the number of such claims. The said policy shall be lodged with the Council and the annual renewal receipt for such policy shall be forwarded by the Club to the Council at its Head Office in Cape Town on or before the due date in each and every year.
16. The Club shall be responsible for the payment of all water, electricity, traffic control and other charges for any service which may be rendered.
17. The Club shall also be responsible for the payment of all rates and taxes which may lawfully be levied by the Council and any other local authority.
18. The Club shall not assign, cede or delegate its rights and duties under this agreement nor shall it sublet the land in whole or in part, except with the prior written approval of the Council.
19. This lease shall be subject to all servitudes and conditions, if any, which may be binding on the Council in respect of the land hereby leased.

  
Continued/.....  
M.D. 

20. In the event of the Club dissolving or ceasing to exist or being so inactive that in the opinion of the Council it may be regarded as defunct, this lease shall become null and void, provided that this clause shall not apply to any cessation of functions which, in the opinion of the Council, is due to war, civil commotion, petrol rationing or any other circumstance beyond the control of the Club.
21. The Club shall furnish the Council with a copy of its constitution. The constitution must meet with the Council's approval and no amendments shall be effected thereto without the prior written approval of the Council.
22. The Club hereby appoints for all purposes connected with this lease the premises hereby leased to be its domicilium citandi et executandi and service of any notice and any process addressed to the Club thereat shall be deemed to have been served upon the Club. For the purpose of any legal proceedings against or in relation to the Club, its Secretary for the time being shall be deemed to be in all respects its authorized legal representative who may be cited and sued accordingly and the Club shall be bound by all proceedings instituted against him as its representative, agent, servant or licensee.
23. Upon termination of this lease due to effluxion of time or in terms of Clauses 20 or 25, the land together with the buildings, structures and other improvements thereon, shall be restored and delivered to the Council in a condition satisfactory to the Council, without any right of retention or right of compensation, except that the Council may decide in its sole discretion to pay for any improvements effected on the land which can be put by it to any beneficial use. Any dispute arising out of this discretion shall be referred to and settled by His Honour the Administrator whose decision in the matter shall be final and binding upon the Council and the Club.
24. All rights of whatever nature that may previously have been vested in or contingently acquired by the Club or any of its predecessors under any Agreement of Lease, whether written or not or by virtue of any other relationship whatsoever with the Council are hereby extinguished.
25. Notwithstanding anything hereinbefore contained, if the Club shall fail to pay the rent as provided above on its due date or in the event of a breach by it of any of the conditions of this lease or in the event of the Club being in arrear with the payment of its interest and redemption instalments in respect of any money advanced to it by the Council, the Council shall have the right to cancel this lease forthwith and to take possession of the premises without prejudice to its claim for any arrear rent and damages which it may suffer by reason of such breach and termination of the lease.
26. The Club shall be responsible for the cost of advertising and stamping this lease.

    
Continued/.....  
M. R. W

for CHIEF EXECUTIVE OFFICER  
WESTERN CAPE REGIONAL SERVICES COUNCIL

APPENDIX B5-6: MILNERTON RIDING CLUB

B2/18 22/18

MEMORANDUM OF AGREEMENT OF LEASE

made and entered into between

THE DIVISIONAL COUNCIL OF THE CAPT

and the

MILNERTON RIDING CLUB

553945  
555456

7 March 14

MEMORANDUM OF AGREEMENT OF LEASE

made and entered into between

THE DIVISIONAL COUNCIL OF THE CAPE

(hereinafter called the Lessor)

and the

MILNERTON RIDING CLUB

(hereinafter called the Lessee)

WHEREAS the Lessee has applied to the Lessor for the lease of a certain portion of the Potsdam Outspan within the Municipality of Milnerton which is vested in the Lessor, together with such permanent improvements as may hereafter be made thereto for the purposes of a Riding Club;

AND WHEREAS the Lessor has agreed to lease the said area to the Lessee for a period of 40 (forty) years and to make thereto certain permanent improvements, the initial capital cost of which shall not exceed R40 000,00 (FORTY THOUSAND RAND).

AND WHEREAS the Lessee has agreed to pay as rent during the currency of this lease a sum equivalent to the half-yearly interest and redemption instalment on R40 000,00 or such lesser amount as may be applicable repayable over 80 half-years at an interest rate of 5% per annum.

AND WHEREAS His Honour the Administrator has approved of the terms of this lease in his authority AB.20/38/25 of 22nd November, 1973, as amended by and read with his authority of 27th December, 1973.

NOW THEREFORE/.....2.



NOW THEREFORE THESE PRESENTS WITNESSETH:

1. The Lessor hereby agrees to let and the Lessee to hire the portion of Potsdam Outspan outlined on Milnerton Municipality sheet No. 28 attached hereto as Annex "A" and more fully described by reference to co-ordinates in Annex "B" hereto (hereinafter referred to as the leased area) together with such permanent improvements as may be made thereto.
2. The Lessor hereby agrees to make or cause to be made to the leased area the permanent improvements, including the erection of buildings and structures and the levelling and grassing of the sites thereof and thereabout and other works ancillary or necessary thereto, referred to in Annex "C" hereof, the total initial capital cost of which shall not exceed R40 000,00 (FORTY THOUSAND RAND).

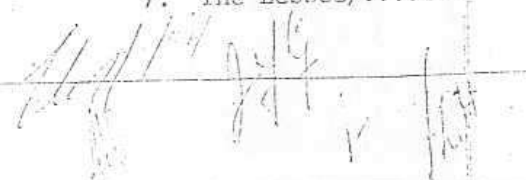
This lease shall endure for a period of 40 (forty) years reckoned from <sup>1st March</sup> ~~1st March~~, 1974, or the date of occupancy, whichever occurs sooner.

4. The Lessee shall pay to the Lessor, free of bank exchange and commission, at its Head Office, as rental, a sum equivalent to the half-yearly interest and redemption instalment on R40 000,00, or such lesser amount as may be applicable, over 60 half-years at an interest rate of 5% per annum, namely R1 161,04 payable on the 1st March and the 1st September in each and every year, the first payment to be made on the 1st September, 1974: provided that should a lesser amount than R40 000,00 be actually expended on the abovementioned improvements the sum payable as rental shall be proportionate thereto.

5. (1), During/....3.

5. (1) During the currency of this lease the Lessee shall use the leased area for the purposes of a Riding Club and for no other purposes, without the written consent of the Lessor.
- (2) The phrase "for the purposes of a Riding Club" shall, when used in this Agreement, without limiting the ordinary meaning of the words, be understood to include such functions as the riding and the teaching of riding and jumping of horses, the stabling, training and exercising of horses, the holding of horse shows, gymkhanas and all forms of equestrian sport and shall not derogate from the right of the Lessee to charge entry or admission fees relative to the abovementioned functions, or to hold social functions.
6. Notwithstanding the provisions of clause 2 hereof the Lessee may, with the consent of the Lessor, make to the leased area such permanent improvements as may be required for the purposes of a Riding Club and which may include the erection of clubhouses, stables, paddocks, rings, stands for seating and riding and jumping enclosures and swimming pool. Nothing contained herein shall prohibit the Lessee from erecting temporary obstacles, jumps or hazards for the purposes of a Riding Club but the Lessee shall not effect any improvement or addition to any of the permanent improvements erected on the leased area without the prior consent of the Lessor nor shall the Lessee use or cause to be used any fence, building or structure which is or which may hereafter be erected on the leased area for the display of any advertisements of any description whatsoever.

7. The Lessee/....4.



7. The Lessee shall not assign or cede this lease or sub-let the leased area or any part thereof without the prior consent of the Lessor given in writing under the hand of the Lessor's Secretary.
8. No tree growing on the land shall be cut down or interfered with except with the prior written approval of the Lessor's Engineer.
9. The Lessee shall not remove or cause or permit to be removed from the land, or from any part of it to another part, any soil, clay, gravel, sand, shale or other matter upon or below the surface of the land whether for sale or otherwise, without the prior written consent of the Lessor's Engineer.
10. The Lessee shall be responsible to the satisfaction of the Lessor's Engineer, for the maintenance and upkeep of the land and all buildings thereon at all times during the currency of this lease.
11. The Lessee shall be responsible at all times for the maintenance of good order on the premises.
12. The Lessor may at all convenient times through its members, officers and servants enter upon the land and any buildings or structures thereon, whether during the course of a horse show, gymkhana or equestrian event or not and make an inventory of all defects or matters requiring attention for which the Lessee is responsible in terms of clauses 9 and 10 and within fourteen days of the receipt of a notice in writing from the Lessor calling upon it to do so, the Lessee shall make good and rectify such defects or matters and if the Lessee shall fail to do so, the Lessor may remedy such defects

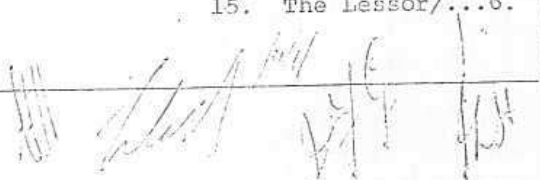
or matters/.....5.

or matters and recover the costs from the Lessee.

13. The Lessor reserves the right of free access, without any notice, to the land hereby leased for as many of its officers and servants, including those of any other local authority, as may be necessary for the construction, maintenance, cleansing and repair of any stormwater, sewerage or electrical work. The Lessee shall not build over, alter or in any manner disturb such work except under the express permission of the Lessor in writing, subject to such conditions upon which such permission may be granted. The Lessor shall in performing such work cause as little inconvenience as possible to the Lessee, regard being had to the nature of the work performed and the Lessor shall be responsible for reinstating as nearly as reasonably possible in its original state the surface of any ground disturbed, provided that the Lessor shall not be liable for any damage whatsoever which may be sustained by the Lessee or any other person or body of persons as a result of the performance by the Lessor of the work aforesaid.

14. The Lessor shall take out a policy to insure and keep insured against loss or damage directly or indirectly caused by fire, explosion and/or special perils all buildings and structures on the land for such sum as the Lessor may deem necessary but the premiums thereon shall be refundable to the Lessor by the Lessee and it shall be the duty of the Lessee to keep the Lessor informed of anything to be kept on or in the buildings and/or structures which may have the effect of increasing the amount of the premium.

15. The Lessor/...6.



15. The Lessor shall take out a public liability policy to indemnify itself against all actions, proceedings, claims, damages, demands, costs and expenses which may be levied, made or brought against the Lessor or which the Lessor may be required to pay, sustain or incur by reason of any negligence or other act on the part of the Lessee, its members, employees or person acting under its control, for an amount of not less than R100 000,00 in respect of any one accident or series of accidents arising out of or attributable to any one source or original cause, provided the policy shall not limit the insurer's liability in respect of the number of claims in any one year. The premium on such policy shall be refundable to the Lessor by the Lessee.
16. The Lessee shall be responsible for the payment of all water, electricity, traffic control, telephone and other charges for any service which may be rendered.
17. The Lessee shall also be responsible for the payment of all rates and taxes which may lawfully be levied by the Lessor and any other local authority.
18. This lease shall be subject to all servitudes and conditions, if any, which may be binding on the Lessor in respect of the land hereby leased.
19. Neither the Lessee nor any other person shall acquire or hold any licence for the sale of intoxicating liquor upon the land or in or from any buildings or structures thereon without the prior written consent of the Lessor given under the hand of the Secretary. The Lessee shall not do, permit, allow or suffer any person to do anything on the land,

buildings or/.....7.

X

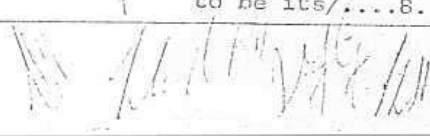
*[Handwritten signatures and initials]*

buildings or structures thereon which would be an infringement of the law for the time being regulating the sale, supply or delivery of intoxicating liquor.

20. In the event of the Lessee dissolving or ceasing to exist or being so inactive that in the opinion of the Lessor it may be regarded as defunct, this lease shall become null and void, provided that this clause shall not apply to any cessation of functions which, in the opinion of the Lessor, is due to war, civil commotion or any other circumstance beyond the control of the Lessee.
21. Notwithstanding anything herein before contained, if the Lessee shall fail to pay the rental as provided above on due date, or, in the event of a breach by the Lessee of any of the conditions of this lease, or, if and when the Lessee ceases to use the leased area for the purposes for which this lease was executed, without the consent of the Lessor, the Lessor shall have the right to cancel this lease forthwith and to take possession of the leased area and the permanent improvements thereon without prejudice to its claim for any arrear rent and damages which it may suffer by reason of such breach and termination of the lease and without payment by it of any compensation whatsoever.
22. The Lessee shall furnish the Lessor with a copy of its constitution.
23. The Lessee hereby appoints for all purposes connected with this lease:

PO Box 1007, Cape Town, 8000

to be its/....8.



to be its concordium citandi et executandi and service of any notice and any process addressed to the Lessee thereat shall be deemed to have been served upon the Lessee. For the purpose of any legal proceedings against or in relation to the Lessee, its Secretary for the time being shall be deemed to be in all respects its authorised legal representative who may be cited and sued accordingly and the Lessee shall be bound by all proceedings instituted against him as its representative, agent, servant or licensee.

24. The Lessee undertakes to pay all the costs, including the cost of advertising of this lease.

THUS DONE AND SIGNED ON BEHALF OF THE LESSOR AT CAPE TOWN  
THIS 18<sup>th</sup> DAY OF August 1974 IN THE PRESENCE OF THE  
UNDERSIGNED WITNESSES:

AS WITNESSES:

1. ....  
2. ....

.....  
For and on behalf of the  
Lessor.  
Chairman, Divisional Council  
of the Cape.

THUS DONE AND SIGNED ON BEHALF OF THE LESSEE AT .....  
THIS 21<sup>st</sup> DAY OF January 1974 IN THE PRESENCE OF THE  
UNDERSIGNED WITNESSES:

AS WITNESSES:

1. ....  
2. ....

.....  
For and on behalf of the  
Lessee.  
Chairman, Milnerton Riding  
Club.

CERTIFIED TO BE IN TERMS OF COUNCIL RESOLUTION DATED  
18th DECEMBER, 1973 & 27<sup>th</sup> August, 1974

.....  
SECRETARY

CO-ORDINATES OF THE PORTION OF LAND AT  
KILLARNEY TO BE LEASED TO THE MILNERTON  
RIDING CLUB.

Lo 19°

|           |              |   |              |
|-----------|--------------|---|--------------|
|           | Constant     | + | 3 700 000,00 |
| A         | + 44 246,959 | + | 44 559,654   |
| B         | + 44 312,83  | + | 44 386,05    |
| D         | + 44 267,72  | + | 44 258,03    |
| E         | + 44 213,50  | + | 44 145,69    |
| Post      | + 44 103,26  | + | 44 182,78    |
| STD       | + 44 026,22  | + | 44 209,16    |
| 235/2K    | + 44 052,46  | + | 44 232,24    |
| 5/2j Tree | + 44 139,27  | + | 44 336,04    |
| F (new)+  | 44 047,943   | + | 44 369,257   |
| C         | 44 082,879   | + | 44 509,243   |

AREA = 7,376 hectares.

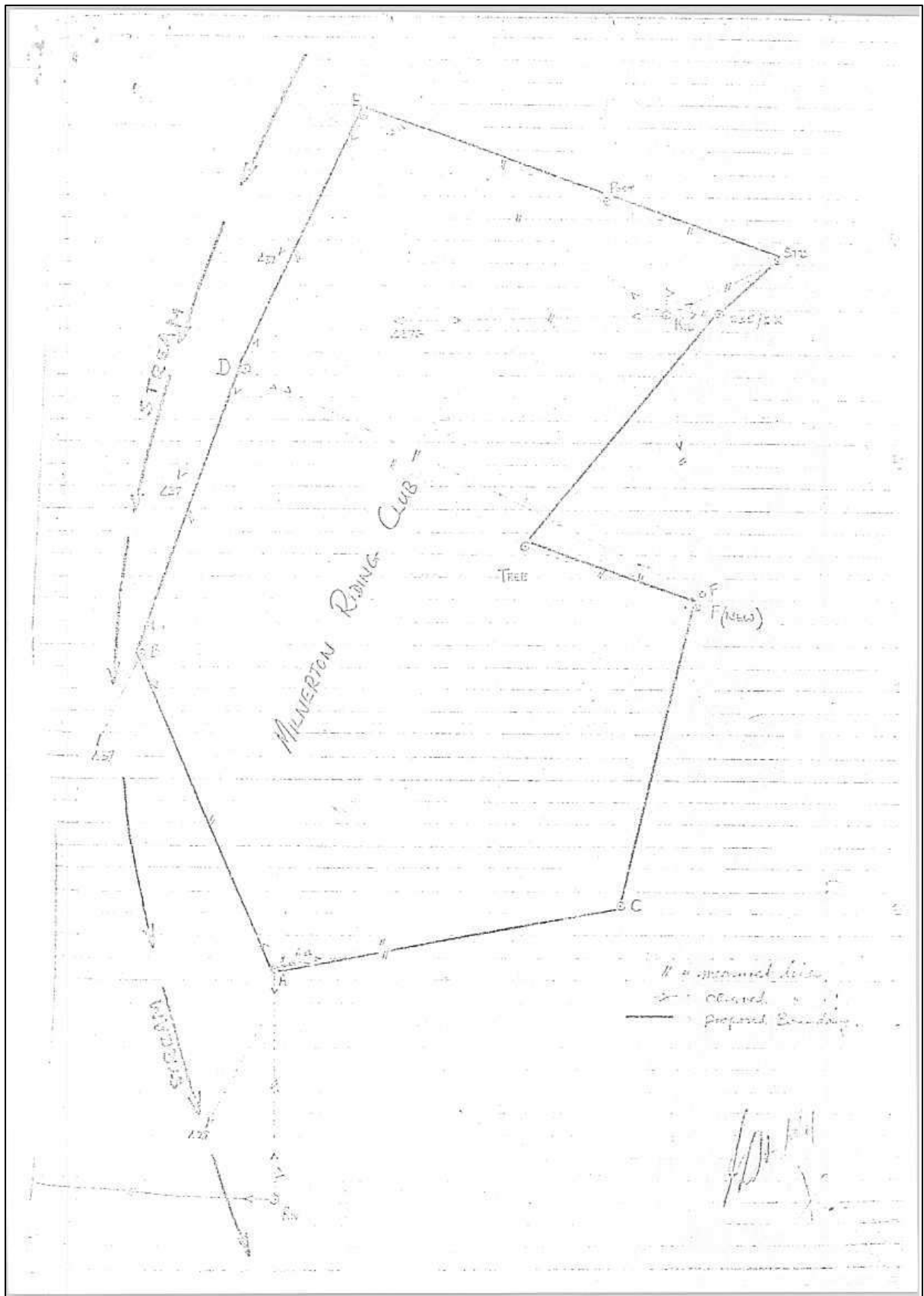
*[Handwritten signatures and initials]*

IMPROVEMENTS IN TERMS OF CLAUSE 2.

The stable complex and stable-hands room will  
not exceed :-

|               |            |
|---------------|------------|
| Labour        | R 9 000,00 |
| Material etc. | R23 000,00 |

*g.f. G.*  
*1/11* *1/11* *1/11*



B2/18

MEMORANDUM OF AGREEMENT

for the formation of the

MILNERTON RIDING CLUB

FINDLAY & TAIT,  
*Attorneys, Notaries  
and Conveyancers,  
Cape Town.*

WHEREBY IT IS AGREED AND DECLARED AS FOLLOWS :

23. WITNESSES:

2. *Parula Kingfisher*

[illegible]

CONSTITUTION

OF THE

MILNERTON RIDING CLUB

#### NAME OF THE CLUB

The name of the Club shall be the MILNERTON RIDING CLUB (which is referred to hereafter in this Constitution as "the Club").

#### MAIN OBJECTIVES

The Club is formed :

- (a) to promote and develop the sport of horsemanship in all its facets. Within its means the Club shall create and provide for the benefit of its members any such amenities and facilities as are reasonably required to further its objects;
- (b) to establish a permanent riding club within the environs of Cape Town city centre;
- (c) to lease, purchase or acquire in any other manner immovable property suitable for the general purposes of the Club.

#### DEFINITIONS

In all cases where the word CLUB is used in the Rules it shall, unless inconsistent with the context, include the grounds, Club House and other buildings and premises acquired by the Club or its' members or servants, and equipment owned by the Club, and the term MEMBER shall apply to both ladies and gentlemen.

#### MEMBERS

The members of the Club shall be all such persons who are founder members at the date of coming into operation of this constitution and such other persons who thereafter become such in the manner provided in these Rules. The Members of the Club shall be divided into the classes hereinafter specified :

(a) Riding Members

A riding member shall be any person owning and stabling a horse or horses on club premises;

(b) Non-Riding Members

A non-riding member shall be any person other than a riding member;

(c) Junior Members

A junior member shall be any person under the age of eighteen (18) years who has paid the necessary fees and dues. Junior

members shall not ... /

members shall not be entitled to attend any Club meetings and shall use the Club only under such conditions as may be decided upon from time to time by the Committee and the numbers of such Junior members shall be at the discretion of the Committee.

(d) Honorary Members

An honorary member shall be one who holds some important office or who has conferred some exceptional benefit on the Club and has been elected as an Honorary Member by the Committee.

He shall be entitled to make full use of the amenities of the Club without payment of entrance or subscription fees. His election shall be for one year only. The Committee may at its discretion renew the privileges from year to year.

5.

CANDIDATES FOR ELECTION AS MEMBERS

- (a) A Candidate for election as a member other than as a Honorary Member must be proposed and seconded by members of the Club. Applications for membership must be made on the prescribed form supplied by the Club, signed by the candidate, his proposer and seconder and shall contain such particulars as the Committee may from time to time decide. The Committee shall have the power to call for such further particulars regarding any such candidate as it may deem fit and to require such candidate to appear before it to answer any such questions which it may desire to put and to refer the applications to any sub-committee for consideration.
- (b) An application for membership by a Junior Member, or by any person under the age of eighteen (18) years must be countersigned by the parent or guardian who shall be directly responsible for the conduct and for the payments of any amounts owing by such Junior Member.
- (c) All applications for membership shall be submitted to the Committee for consideration and approval and if approved by a two-thirds majority, shall be posted at the Club for a period of at least fourteen (14) days. All applications for membership must be accompanied by subscription and entrance fees. Where applicable, the subscription and entrance fees paid by any candidate who is not duly elected as a member of the Club, shall be refunded.
- (d) On election, the members shall be notified by the Secretary in writing who shall supply a copy of the Club constitution to such member.
- (e) Qualifications of proposers and seconders. No member may propose or second a candidate for membership unless such member knows the

candidate personally and ... /

candidate personally and is a member entitled to a vote in the management of the Club in terms of these Rules.

- (f) Ineligibility for Introduction as Guests. No person who by virtue of having failed to secure election as a member by the Committee or who has been expelled or suspended from membership in terms of these Rules shall be introduced into the Club House as a guest.
- (g) If any candidate has failed to secure election by the Committee he shall not be again proposed for election until at least twelve months have elapsed since the date of the Committee's decision. In the event of a candidate twice having failed to secure election by the Committee he shall for ever be barred from becoming a member.

6. MEMBERS' VOTING RIGHTS

Riding members shall be entitled to vote for the election of office bearers and in respect of all other matters arising at an Annual General Meeting or Special Meeting of members of the Club. No other class of member shall have a vote.

Members may in writing appoint a proxy to vote in their stead at any General or Special Meeting. Such proxy need not be a member of the Club.

7. SUBSCRIPTIONS AND ENTRANCE FEES

On election as Riding Members they shall pay an entrance fee of R25 per horse box and no entrance fee shall be payable by other classes of members.

The Annual Subscriptions to the Club in respect of the class of membership shall be as follows:

|                   | <u>Subscription</u> |
|-------------------|---------------------|
| Riding Member     | R 5-00 p.a.         |
| Non-Riding Member | R 2-50 p.a.         |
| Junior Member     | R 1-50 p.a.         |

Subject to such variations as may be determined at the Annual General Meeting.

General Provisions Relating to Subscriptions

- (a) A person joining subsequent to the 31st December in each year shall be liable for one-half of the annual subscription.

(b) All subscriptions are ... /

- (b) All subscriptions are payable in advance in each year and shall become due on the 1st August of each year.
- (c) Any member failing to pay his subscription within the first ten days of the 1st of August shall cease to be a member of the Club and shall forthwith be notified to that effect in writing by the Secretary. The Committee shall, however, have power to reinstate such member on receiving a satisfactory explanation for his non-compliance with the provisions of this sub-rule.
- (d) Members shall forfeit any claim to subscriptions, should they resign during the financial year.

8. PRIVILEGES OF MEMBERS

Every member shall be entitled to such rights and privileges in respect of the use of the Club's property and amenities and participation in the activities of the Club as shall be prescribed in this constitution or by bye-laws or regulations made by the Committee in terms of these rules. On cessation of membership no rights whatsoever shall remain vested in any ex-member.

9. LIABILITY OF CLUB MEMBERS

The liability of a member shall be limited to the amount due in respect of his unpaid subscriptions, entrance fees and any other moneys he may owe to the Club.

10. OFFICERS OF THE CLUB

The Officers of the Club shall be the following :

- (a) The Club Chairman
- (b) The Club Vice-Chairman
- (c) The Honorary Secretary
- (d) The four (4) additional members of the Club Committee.

11. MANAGEMENT OF THE CLUB

The full control and management of all the activities, business and operations of the Club shall be vested in a committee which shall be called "The Club Committee" consisting of and elected by members of the Club as provided for in these Rules.

#### CANDIDATES FOR ELECTION AS COMMITTEE MEMBERS

The Committee shall be elected as follows :

- (a) The Committee shall consist of seven (7) Riding Members.
- (b) In the event of there being insufficient nominations, the office for which there are no nominations shall be filled by the new Committee co-opting other Riding Members to fill such vacancies.
- (c) In the event of there being more nominations than the number required to fill the vacancies on the Committee, an election shall be held by secret ballot.
- (d) Retiring Office Bearers, Chairman, Vice-Chairman and Members of the Committee shall be eligible for re-election without nomination and a list of such persons standing for election at an Annual General Meeting shall be posted at the Club House at least fourteen (14) days before the Annual General Meeting. Nominations for the new Office Bearers, new Chairman, Vice-Chairman and new Members of the Committee shall be sent in writing to the Secretary and shall be posted at the Club House by 12 noon at least seven (7) days before the Annual General Meeting. Such nominations shall bear the written acceptance by the nominees.

13.

#### COMMITTEE MEETINGS

##### A. Procedure

- (a) The Committee shall meet at least once in each calendar month.
- (b) Two (2) clear days' notice at least shall be given of all meetings of the Committee unless all the members of the Committee agree to accept shorter notice.
- (c) The Secretary, on the written instructions of the Chairman, or on the written request of at least two members of the Committee, shall convene a Special Committee Meeting. The Notice calling such Meeting shall set forth the objects thereof and no other business may be transacted thereat.
- (d) Any member of the Committee absenting himself without leave from more than three consecutive meetings of which due notice has been given shall ipso facto cease to be a member of the Committee and the Committee shall then have the power to fill such vacancy.

(e) The Committee shall ... /

- (e) The Committee shall have the right to co-opt not more than three (3) additional members to the Committee who shall hold office until the next Annual General Meeting.

B. Quorum

At all meetings of the Committee, four (4) shall form a quorum. The Chairman, or in his absence, the Vice-Chairman or Secretary, shall be Chairman, and in the absence of the aforementioned office bearers, the members present shall appoint a Chairman for the Meeting. In the event of equality of voting, the Chairman shall be entitled to exercise a second or casting vote in addition to his ordinary vote.

C. Illustrations of Committee's Duties and Powers

- (a) to make, vary, suspend and repeal bye-laws and regulations for the regulation of the affairs of the Club, its officers and servants, and the members of any class of the Club provided that such bye-laws and regulations do not conflict with these Rules;
- (b) to effect insurance of all kinds in the interest of the Club;
- (c) to open and operate a banking account or accounts in the name of the Club and to overdraw such banking account or accounts for the purposes of the Club, and to draw, accept, endorse, make and execute bills of exchange, promissory notes and other negotiable instruments connected with the business of the Club. Such bills of exchange, and other negotiable instruments shall be signed by two members of the Committee duly authorised thereto;
- (d) to purchase, lease or by other means acquire any land or any interest, leases, rights, or servitudes over or in respect of any immovable property and to sell, lease, let, exchange, burden by servitude or similar real or personal burdens or otherwise deal with any of the immovable property of the Club for the time being or any part thereof or any interest therein;
- (e) to raise or borrow and secure the repayment of money in any way and in particular by overdraft or loan from bankers or others or by mortgage bonds, special or general, or by pledge or cession of mortgage bonds or other securities or by the issue of debentures or debenture stock perpetual or otherwise either unsecured or charged upon the whole or any part of the undertaking, property and assets of the Club, both present and future;

- (f) to appoint or ... /

- (f) to appoint or suspend any servants or employees as may be deemed necessary, and to fix their remuneration and conditions of employment;
- (g) to institute, conduct, defend, compound or abandon any proceedings by and against the Club, or its officers, or otherwise concerning the affairs of the Club;
- (h)
  - (i) to fix and vary the entrance fees payable by members;
  - (ii) to adjust the fees payable by members in the case of a transfer of a member from one class to another;
  - (iii) to provide for the payment of stabling and ancillary charges by members stabling their horses on the Club's premises;
  - (iv) to grant consent to non-members to use the Club upon such terms as the Committee may within its power think fit, or to refuse consent at its discretion;
- (i) to arrange and hold competitions and tournaments and to make any special arrangements therefor;
- (j) to fill up such vacancies amongst their numbers as may occur during their term of office. Any person so appointed shall hold office so long as the vacating member would have retained office, if no vacancy has occurred;
- (k) to appoint from members of the Committee and/or of the Club, sub-committees of any number for any purposes; to delegate to such sub-committee such powers as the Committee may deem desirable, and at will, to dissolve any such sub-committee;
- (l) all acts done by the Committee or the members thereof in bona fide execution of their duty shall be deemed to have been done by the Club as a whole, and the members of the Committee in their individual capacities shall incur no further liability in respect of such acts other than would be incurred by any other members of the Club in their individual capacities. Provided that all such duties and powers are at all times performed and exercised as provided for in these rules.

14.

MEETINGS OTHER THAN COMMITTEE MEETINGS

A. Special General Meeting

The Committee may at any time call a Special General Meeting

of Riding Members ... /



of Riding Members (as defined) by giving not less than fourteen (14) days' notice specifying the objects for which the meeting is called. The Committee shall in like manner and upon like notice call a Special General Meeting upon receipt of a requisition signed by at least seven (7) Riding Members of the Club competent to vote at a General Meeting, specifying the object for which such Meeting is to be called. Such notice shall state precisely the business for which such meeting is called and no other business shall be transacted at such meeting.

B. Annual General Meeting

An Annual General Meeting of Members (of which not less than fourteen (14) days' notice shall be given, as hereinafter provided for) shall be held at such time and place as the Committee may determine, not later than the 31st August in each year, when the Committee shall submit a report and clear statement of the affairs of the Club made up to the 30th June, and duly audited. The Annual Report shall be circulated to members fourteen (14) days prior to the holding of the Annual General Meeting.

Business at Annual General Meeting

The business to be transacted at the Annual General Meeting shall be :

- (a) to confirm the Minutes of the last Annual General Meeting;
- (b) to receive and consider the Chairman's report and financial statement of account for the previous financial year;
- (c) to elect a Chairman, Vice-Chairman, Honorary Secretary and a Committee as set out in these rules;
- (d) to elect an auditor for the coming year;
- (e) - to elect Honorary Members if any are proposed by the Committee;
- (f) - to transact any other business that may be transacted at an Annual General Meeting.

C. Notice of General Meetings

A notice of the day and hour of an Annual General or Special General Meeting shall be posted on the Club's notice board at least fourteen (14) days prior to the Meeting. Such notice shall be sent to the address of each member entitled to vote. An accidental omission to send such notice to any member shall not invalidate the meeting.

D. Quorum at General ... /



D. Quorum at General Meetings

The quorum for an Annual General Meeting or Special General Meeting shall be seven (7) Riding Members (as defined) and no business shall be transacted at such meeting unless a quorum be present.

E. Voting Procedure

- (a) only riding members shall be entitled to vote at Special General Meetings and Annual General Meetings of the Club.
- (b) No member shall be entitled to vote at any meeting of the Club or be eligible to any office if his subscription shall have been unpaid three (3) days before the date of such meeting.
- (c) Every question submitted to the Meeting shall be decided by a show of hands, the Chairman having the second or casting vote, and unless a ballot be demanded by at least three (3) members present, the declaration by the Chairman of the result shall be conclusive. Should a ballot be demanded, it shall be taken forthwith.

F. Chairman

The Chair at all meetings of the Club shall be taken by the Chairman of the Club, or in his absence, by the Vice-Chairman or failing him, by one of the Members of the Committee appointed by the Meeting.

15. TRUSTEES

All the movable and immovable property of the Club shall be vested in the Trustees of the Club. The Chairman of the Club, during his year of office, or in his absence, the Vice-Chairman or such other member of the Committee as may, by a Resolution of the Committee, be acting in the capacity as Chairman, shall be one of the Trustees of the Club, together with one other member of the Committee, designated by the Committee Meeting; in the event of such last Trustee ceasing to hold office, the Committee shall have power to appoint in his stead until the next Annual General Meeting.

The Trustees shall stand possessed of the property of the Club, and shall apply and dispose of the same for the benefit of the Club in such manner as the Committee shall, in conformity with this Constitution, direct.

The assets and property of the Club shall be held by the Trustees in trust for the general body of members from time to time as aforesaid and no individual member shall be entitled to claim a division of such assets inasmuch as it is the object of the Club that it should have the characteristics and attributes of a legal person with perpetual

16. LEGAL PROCEEDING

In all legal or other proceedings the Club shall sue or be sued in the name of the Trustees.

17. ACQUISITION OF OR SALE OR MORTGAGE OF CLUB'S PROPERTY

- (a) Immovable property shall not be purchased or leased or acquired in any other manner nor shall the immovable property of the Club be sold or mortgaged save on the authority of a resolution of a General Meeting of members of which special notice has been duly given.
- (b) If at any time the Club in general meeting shall pass a resolution authorising the committee to acquire or mortgage immovable property or borrow money, the committee shall thereupon be empowered to acquire or mortgage such property or borrow such money for the purposes of the Club and in such form and manner and upon such security as shall be specified in such resolution, and thereupon the trustees shall at the direction of the committee make all such arrangements and enter into such agreements in relation thereto as the committee may deem proper for the aforesaid purposes. All Riding Members of the Club, whether voting on such resolution or not, and all persons becoming members of the Club after the passing of such resolution, shall be deemed to have assented to the same as if they had voted in favour of such resolution.

18. PRIVILEGES OF MEMBERSHIP FOR VISITING RIDERS

The Committee may allow the privileges of membership to any person while engaged in any competition on or in the Club premises.

19. MEMBERS ONLY ALLOWED TO PAY FOR REFRESHMENTS

On no account whatever shall any person other than a member pay for refreshment or other consumables in the Club House.

20. BUSINESS OPERATIONS AND ADVERTISEMENTS

The Club House shall not be used by a member for any private business matter or purpose whatsoever and no notice or advertisement shall be displayed in the Club House except by the Secretary pursuant to a direction from the committee.

21. MEMBERS BOUND BY THE RULES

The signature to any application form for membership shall upon election of a member be deemed to be a distinct acknowledgement made by such member that he is bound by the Rules of the Club and all bye-laws that have been or may thereafter be made by the Club, and no person shall be absolved from the effect of the rules on the plea of not having copies of them, or any of them.

22. CANCELLATION OF ELECTION

If at any time after the election of a candidate it shall appear that he has been elected under a misapprehension or mistake as to identity or owing to materially incorrect information as to his character and position having been given, the Committee shall within one month of such misrepresentation, mistake or information having been ascertained, have power to cancel his election. The member whose election is thus cancelled shall thereupon cease to be a member of the Club and shall have no claims whatsoever against the Club for damage, return of entrance fee or subscription or on any other grounds whatsoever. The Committee shall however be entitled to make such ex-gratia refund of entrance fee or subscription as it may consider proper.

23. ACCOUNTS

All subscriptions and other monies received shall be paid into one of the local commercial banks (to be appointed by the Committee) to the credit of the Club and all payments of accounts shall be made by cheque drawn on the banking account, signed by two members of the Committee.

24. DISCIPLINE

A contravention by a member of any class of any rule of this Constitution shall be deemed per se conduct unworthy of a member and/or prejudicial to the interests of the Club.

Should any member, in the opinion of the Committee, commit any wilful breach of the Rules or Bye-Laws and Regulations of the Club, or be guilty of improper, dishonest, unsportsmanlike or ungentlemanly conduct, or fail to make any payments of moneys due to the Club, or to the Club's office bearers after due notice, or be guilty of conduct unbecoming or prejudicial to the interest of the Club, whether within the Club's precincts or outside them, the Committee shall have the following powers :

- (a) to expel such member, provided at least two-thirds of all the members of the Committee for the time being shall vote in favour of such expulsion;



(b) to demand such

- (b) to deprive such member of any or all the rights and advantages of his membership during such time or period as the Committee in its absolute discretion may deem fit and advisable;
- (c) to call upon such member, in writing, through the Secretary to resign, in which event a bare majority of the Committee present shall be sufficient, and if he fails to resign within seven (7) days, to expel such member;
- (d) to call upon such member, in writing, to appear before the Committee and there explain his conduct, and should such member fail to appear when called upon, to expel or deal with such member in such manner as the Committee in its discretion may deem fit;
- (e) to reprimand any such member;
- (f) to call upon such member to explain his alleged conduct in writing, and thereafter to deal with such member, whether he complies with such request or not, in terms of any other subsection of this Rule.

In the event of any person ceasing to be a member by reason of the provision of this rule, the said person shall not have any right to a refund of any contribution, subscription or fee paid by him.

No member shall be expelled unless and until the Committee shall have given him an opportunity to appear before it or a sub-committee appointed by it at such time and place as, in its discretion, it may deem fit, to explain his conduct.

At any hearing of the Committee or sub-committee arising by virtue of this rule, the Committee or sub-committee shall have the power to summon any member or any other person to appear before it to give evidence for or against such member and any such member shall have the power to cross-examine any such witness and shall have the power to tender the evidence of any other member or person he may deem fit. The right of any such member to legal representation shall be in the discretion of the Committee.

The Committee's decision in regard to any matter arising out of this rule shall in each instance be final.

## 25. BOOKS AND AUDIT

The accounts of the Club shall be audited annually by a chartered accountant who shall not be a member of the Committee, but shall be appointed by the members at the Annual General Meeting. In the case of a vacancy occurring in the Auditorship during the year, the Committee shall forthwith appoint an accountant to fill the vacancy.

## 26. Complaints ... /



26. FINANCIAL YEAR END

The financial year end of the Club shall be the 30th June.

27. COMPLAINTS

Any member having cause for complaint against another member of the Club or against an office bearer of the Club shall present it in writing to the Secretary. The Secretary shall bring all complaints before the Committee at its next meeting.

28. PAYMENT OF STABLING FEES

Members shall pay monthly stabling fees by the 7th of each month. Members failing to pay such fees without reasonable cause having been given to the Club Secretary, shall have his/her horse placed in a paddock and the box locked, until such payment is effected.

29. RESIGNATIONS

A member may at any time, by giving one (1) calendar month's notice in writing to the Secretary, resign his or her membership of the Club, provided, however, that he or she shall, notwithstanding such resignation, remain liable for the annual subscription due and unpaid at the date of his or her resignation and for any other amounts due by him or her to the Club.

30. DAMAGED PROPERTY

Members shall pay for the replacement or repair (as the Committee may determine) of any article, the property of the Club, which shall be broken or damaged by them or their guests.

31. DAMAGE TO PERSONAL PROPERTY

Neither a member nor a guest shall have any right to be compensated by the Club for any injury or damage to his person or property sustained from whatsoever cause while on the Club premises.

32. ALTERATION OF CONSTITUTION AND RULES

No rule of the Constitution of the Club shall be repealed or altered and no new rule shall be made unless the proposal be supported by at least two-thirds of the members present and entitled to vote, at

any meeting called for such purposes and fourteen (14) days' notice shall be given by circular to each member of the intention to propose any new rule or alteration.

33. ADDRESSES AND NOTICES TO MEMBERS

- (a) Every member shall cause his address or any change thereof to be recorded by the Secretary.
- (b) Any notice or communication of whatever kind given to a member shall on being posted in an envelope bearing such address as at the time of posting is recorded in the Club's records be deemed for all purposes to have been received by such member within twenty four hours of its being placed in the post.





# Milnerton Riding Club - Ryklub

PO Box 66 Posbus  
Table View

Tel. No. Stables/Stalle 52-3535  
~~Office/Kantoor 42-7021~~

~~XXXXXXXXXXXXXXX~~  
~~GERRENNERSKAT~~

15th September, 1977-



The Secretary,  
Milnerton Municipality,  
Pienaar Road,  
MILNERTON,  
7405.

Dear Sir,

You have already been advised of Mr. M. Scheiner's resignation as Secretary and Treasurer to the Milnerton Riding Club. I now have pleasure in advising you of the committee members now responsible for the above portfolios. Mrs. A. Kamp is Treasurer and myself, J.E. Dugmore as Honourary Secretary.

We thank you for your co-operation and support in the past and look forward to continuing a good working relationship in the future.

Please arrange for all future correspondence and accounts to be directed to the Secretary, P.O. Box 66, Table View, 7439.

Yours faithfully,

  
J.E. DUGMORE  
Secretary

*Ackd.*

|                  |                 |   |
|------------------|-----------------|---|
| TOWN CLERK       | TREASURER       | ✓ |
| ASST. T.C.       | ASST. TREAS.    |   |
| CTEE CLERK       | ENGINEER        |   |
| GEN. CLERK ADM.  | <i>Mrs Kamp</i> | ✓ |
| GEN. CLERK PLANS |                 |   |
| BOUNCE/CTEE      | FILE 1/10       |   |

*(Copy to Mrs Kamp)*

## ADDENDUM

to the

## AGREEMENT OF LEASE

entered into between

BLAAUWBERG MUNICIPALITY

herein represented by Pieter Munich Gerber  
in his capacity as Chief Executive Officer

(hereinafter called "the Lessor")

and

# MILNERTON RIDING CLUB

(herein represented by Sean White

ID Number 6009295015007  
who warrants that he is duly authorised thereto)

(hereinafter called "the Lessee")

WHEREAS the parties entered into an Agreement of Lease (hereinafter called the "Principal Agreement") dated 26 February 1974 for a portion of the Potsdam Outspan;

AND WHEREAS the parties wish to amend the Principal Agreement in certain respects;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. The Principal Agreement is hereby amended by the addition to the leased area of a further portion of land, approximately 5 000m<sup>2</sup> in extent, identified on the locality plan attached hereto as Annexure "A".
2. The other existing terms and conditions of the Principal Agreement remain in force and binding upon the parties.

Signature + witnesses (w/af)

THUS DONE AND SIGNED AT Killarney Gardens .....

ON THIS thirteenth DAY OF October ..... 1999.

WITNESS: sign in full

1. E. Koei ..... [Signature] .....

LESSEE  
MILNERTON RIDING CLUB

2. [Signature] .....

THUS DONE AND SIGNED AT Milnerton .....

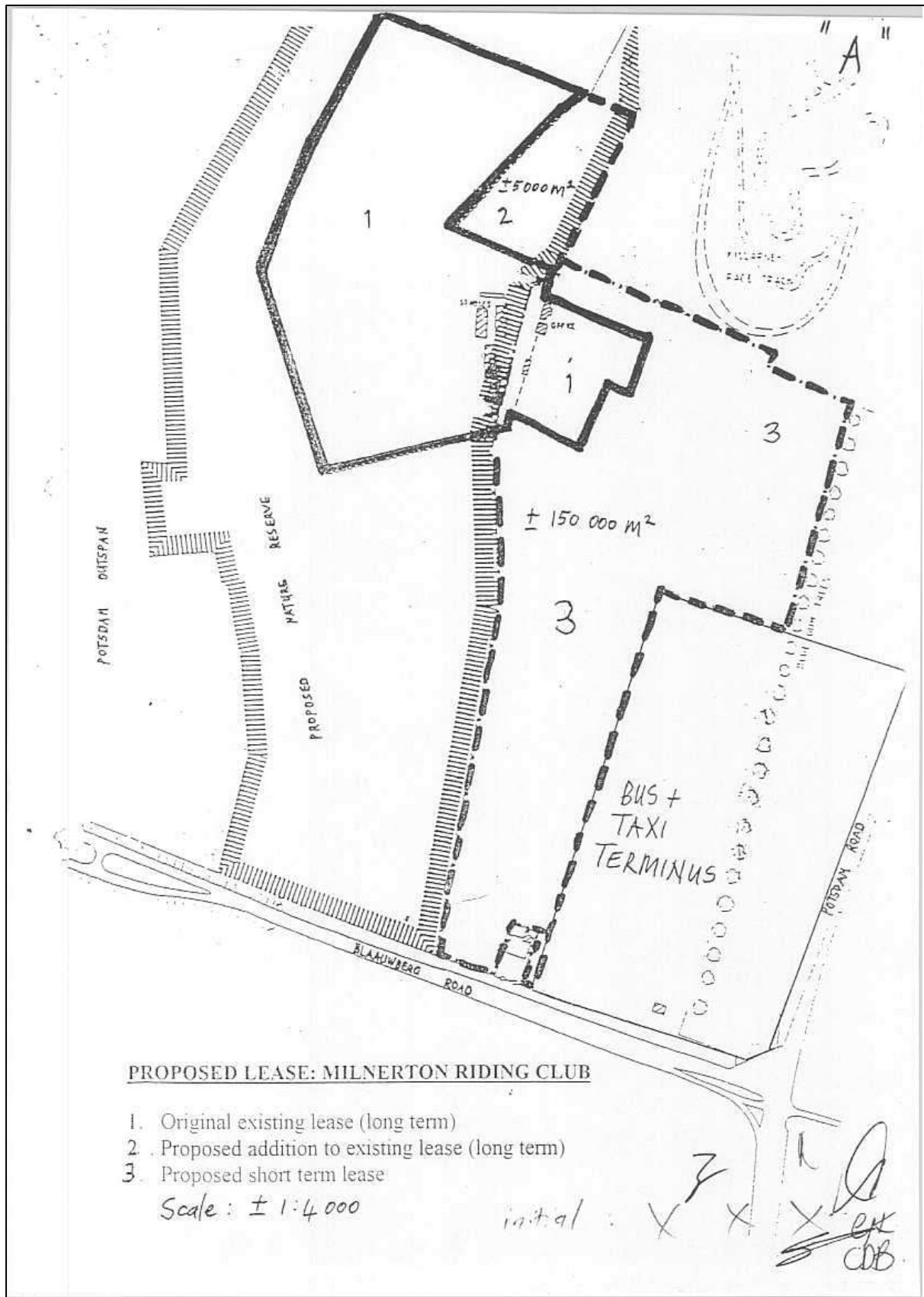
ON THIS 25th DAY OF October ..... 1999.

WITNESS: [Signature]

1. [Signature] ..... [Signature] .....

LESSOR  
BLAAUWBERG MUNICIPALITY

2. [Signature] .....



original.

## AGREEMENT OF LEASE

entered into between

### BLAAUWBERG MUNICIPALITY

herein represented by Pieter Munich Gerber  
in his capacity as Chief Executive Officer

(hereinafter called "the Lessor")

and

### MILNERTON RIDING CLUB

herein represented by Sean White  
ID Number 6009295015007  
who warrants that he is duly authorised thereto

complete + initial  
✓ X ek  
CDB  
A

(hereinafter called "the Lessee")

WHEREAS the Lessee has applied to the Lessor for the lease of a portion of the Potsdam Outspan (hereinafter referred to as "the Land"); identified in the Plan attached hereto, Annexure "A", for bona fide Riding Club purposes;

AND WHEREAS the Lessor has agreed to lease the Land to the Lessee and it is desired that the terms and conditions relating to such Lease be recorded in writing.

### NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

The Lessor hereby agrees to lease to the Lessee and the Lessee hereby agrees to hire from the Lessor the Land for the bona fide activities of the Riding Club, subject to the following terms and conditions:

#### 1. DURATION

The Lease shall endure for a period of 1 (one) year commencing on date of signature of this Agreement by the Lessor. The Lessee shall have the option of renewing the Lease for a further period of 1 (one) year by giving written notice of its intention to renew at least 2 (two) months before the expiry of the Lease.

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2. **RENTAL**

- 2.1 The Lessee shall pay to the Lessor in advance, free of bank exchange and commission or any deduction whatsoever, at the Lessor's Head Office or such other place as the Lessor may determine in writing from time to time, an annual rental of R250 inclusive of rates and service charges, and subject to an annual increase of 10%.
- 2.2 Payment of the first rental shall be made as soon as reasonably possible after the date of signature of this Lease by the Lessee. Payment of rental for subsequent years shall fall due on the first day of each subsequent year.
- 2.3 The Lessee shall, in addition to the rental, be bound and obliged to pay to the Lessor on due date such other sum or sums of money for which provision is hereinafter made, plus any VAT which might be payable in respect of such sums.

3. **USE OF THE LAND**

- 3.1 The Lease shall be subject in all respects to the provisions of the Municipal Ordinance 20 of 1974 and to all servitudes and conditions, if any, binding on the Lessor in respect of the Land.
- 3.2 The Land governed by the terms hereof shall be used solely for the purposes stated, namely for bona fide activities of the Lessee as Riding Club.
- 3.3 The Lessee shall not cede, assign, transfer, mortgage or otherwise alienate or encumber all or any of the Lessor's rights under this Lease nor shall the Lessee sub-let the Land in whole or in part or otherwise part with possession thereof or any portion thereof or any right therein, except with the prior written consent of the Lessor given under the hand of the Chief Executive Officer, which consent shall not be unreasonable withheld and, if granted, may be granted subject to such terms and conditions as the Lessor may in the Lessor's discretion, reasonably exercised, deem fit to impose.
- 3.4 The Lessee shall be responsible at all times for the maintenance of good order, behaviour and government on the Land and shall not allow the same to be frequented or trespassed upon by persons of ill repute or bad character.
- 3.5 The Lessee shall not:
- 3.5.1 erect or cause or permit to be erected any structure or other improvements on the Land; or
- 3.5.2 effect any alteration, addition or variation to the Land
- without the prior written consent of the Lessor given under the hand of the Chief

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Executive Officer, which consent shall not be unreasonably withheld and, if granted, may be granted subject to such terms and conditions as the Lessor may in the Lessor's discretion, reasonably exercised, deem fit to impose.

- 3.6 Access to the Land by the Lessee or persons using the same with the Lessee's authority shall be gained solely by way of such roads or approaches or at such places as may be agreed in writing between the Lessor and Lessee.

4. **ADVERTISING**

The Lessee shall not use or cause or permit the Land or any fence or other improvement forming part of the Land to be used for the display of advertisements of any description whatsoever without the prior written consent of the Lessor given under the hand of the Chief Executive Officer, which consent may be granted or refused in the absolute sole discretion of the Lessor and if granted, may be granted subject to such terms and conditions as the Lessor may in the Lessor's sole discretion deem fit to impose.

5. **VEGETATION**

No trees growing on the Land shall be cut down or interfered with without the prior written consent of the Lessor given under the hand of the Chief Executive Officer, which consent may be granted or refused in the absolute sole discretion of the Lessor and if granted, may be granted subject to such terms and conditions as the Lessor may in the Lessor's sole discretion deem fit to impose.

6. **NO EXCAVATIONS**

The Lessee shall not remove or cause or permit to be removed from the Land any soil, clay, gravel, sand or other matter upon or below the surface of the Land without the prior written consent of the Lessor given under the hand of the Chief Executive Officer, which consent may be granted or refused in the absolute sole discretion of the Lessor and if granted, may be granted subject to such terms and conditions as the Lessor may in the Lessor's sole discretion deem fit to impose.

7. **MAINTENANCE**

The Lessee shall, at the Lessee's own expense, keep and maintain in good order and condition the Land and any improvements thereon whether the same was in existence at the date of the signing of this Lease or subsequently added, constructed or installed, and shall without derogating from the generality of the foregoing keep and maintain:

- 7.1 all gardens, lawns, trees, shrubs and hedges in a neat, tidy and cultivated condition;

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- 7.2 all roads, paths, gutters, ditches, culverts and car parks in a neat, tidy and serviceable condition;
- 7.3 all mains, drains of whatever nature, septic tanks and soak-aways in a serviceable condition;
- 7.4 all buildings, improvements, structures, fences, gates and gate posts, neat and tidy and in a state of good repair;
- 7.5 all plant, furnaces, machinery, electrical and mechanical equipment and fittings, and all electrical installations and underground reticulation cables which distribute electricity from the municipal transformer to buildings, structures, and plant (and not being the responsibility of the Lessor in the Lessor's capacity as a local authority or any other local authority) serviceable and in a state of good repair.

## 8. ACCESS TO THE LAND BY LESSOR

- 8.1 The Lessor shall be entitled at all convenient times through the Lessor's officers and servants to enter upon the Land and to inspect the same and any installations, plant or equipment thereon or therein, and may make an inventory of all defects or matters calling for repair found thereon or therein for which the Lessee is responsible as herein provided and within fourteen (14) days of the receipt of a notice in writing from the Chief Executive Officer calling upon the Lessee so to do, the Lessee shall make good any defects or matters requiring repairs. If the Lessee fails to do so, the Lessor shall be entitled to enter upon the Land and with regard thereto or to any such installations, plant or equipment, remedy such defects or make and effect the repairs aforesaid and recover the cost from the Lessee.
- 8.2 The Lessor reserves the rights of free access, without notice, to the Land for as many of the Lessor's officers and servants as may be necessary for the purpose of inspection, maintenance, renewal, cleansing, repairs and reconstruction of, or in connection with existing foul sewers, rising mains, stormwater drains, water mains, electric cables, or any works appurtenant thereto, or in regard to any such or other municipal services which the Lessor may in future lay in or across the Land, the Lessor reserving to the Lessor the right to establish such services without notice. The Lessee shall not build over, alter, or in any manner disrupt such services except under the express permission in writing of the Chief Executive Officer, in respect of the service concerned, and upon due compliance with any specified precautionary measures. Should work involving maintenance, clearing, construction or reconstruction or repairs become necessary at any time the Lessor shall, in performing such work cause as little inconvenience as is reasonably possible to the Lessee, regard being had to the nature of the work performed, and the Lessor shall reinstate as nearly as reasonably possible in its original condition the surface of any ground disturbed. The Lessor shall not be liable for any

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loss or damages whatsoever which may be suffered or sustained by the Lessee as a result of the performance by the Lessor of the work aforesaid.

**9. TERMINATION OF AGREEMENT**

9.1 In the event of the Lessee dissolving or ceasing to exist at any time prior to the determination of this Lease, this Lease shall immediately terminate. At the expiration or termination of this Lease for whatsoever cause, the Land shall revert to and vest in the Lessor without payment of any compensation whatsoever, or at the option of the Lessor given in writing under the hand of the Chief Executive Officer, the Lessee may be permitted to remove any buildings or structures or any installations, plant or equipment which may have been erected by the Lessee from the Lessee's own funds on the Land in accordance with the terms and conditions of this Lease.

9.2 The Lessee hereby agrees with the Lessor that the Lessee shall pay the rent and all other amounts payable by the Lessee to the Lessor in terms of this Lease and shall also faithfully observe and fulfil each and every condition of this Lease. In the event of the rental or any other amount not being paid within thirty (30) days from the date when the same becomes due and payable or the said Land not being kept and maintained in an efficient state of repair and in good structural condition, or in the event of any or all of the conditions of this Lease not being duly observed and fulfilled in accordance with the true intent and meaning thereof, the Lessor shall be entitled to cancel and annul this Lease and to re-enter upon and resume possession of any Land without prejudice to the right of recovery of any rent due, and to recover from the Lessee such amount in respect of loss or damage as the Lessor may have sustained or expenses which may be entailed upon the Lessor by reason of the failure of the Lessee to observe and fulfil the conditions of this Lease.

9.3 The Lessee shall at the expiration or termination of this Lease for whatsoever cause arising, restore and deliver to the Lessor the Land in a condition satisfactory to the Lessor.

**10. RATES, LEVIES & TAXES**

The Lessee shall be responsible for and effect timeous payment of all charges levied in respect of electricity and water consumed on the Land and in respect of refuse removal services therefrom and any other services provided and shall ensure that such services are registered in the Lessee's name with the service providers concerned.

**11. INSURANCE AND INDEMNITY**

11.1 The Lessee shall insure and keep insured against loss or damage all movable assets upon the Land.

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- 11.2 The Lessee hereby indemnifies the Lessor against and holds the Lessor harmless from all or any claims or damages including costs made against the Lessor or suffered by the Lessor by reason of any act of commission or omission by the Lessee or any of the Lessee's servants or agents howsoever arising.
- 11.3 The Lessee shall take out and keep in force a public liability policy or policies to indemnify the Lessor and the Lessee against all actions, proceedings, claims, damages, demands, costs and expenses which may be levied, made or brought against the Lessor or the Lessee or which the Lessor or Lessee may be required to pay, sustain or incur by reason of any negligence or other act on the part of the Lessee, the Lessee's members, employees or persons acting under the Lessee's control, for an amount of not less than R1 million (One Million Rand) in respect of any one occurrence or series of occurrences arising out of or attributable to any one source or original cause, provided that the policy shall not limit the insurer's liability in respect of the number of claims in any one year. The Lessee shall annually provide the Lessor with proof, to the reasonable satisfaction of the Lessor, that the Lessee has complied with the Lessee's obligations in terms of this paragraph.

12. **DOMICILIUM CITANDI ET EXECUTANDI**

- 12.1 The Lessee hereby appoints the following address:

*(street address)*  
Killarney Avenue  
Killarney Gardens

irrevocably for all purposes of and connected with this lease, to be the *domicilium citandi et executandi* of the Lessee, and service of any notices or any process thereat addressed to the Lessee, shall be deemed to have been sufficiently served upon the Lessee. Any legal proceedings against the Lessee may at the option of the Lessor be brought and conducted in the Magistrates' Court and assent to any increased jurisdiction required for that purpose is hereby given by the Lessee.

- 12.2 For the purpose of any legal proceedings against or in relation to the Lessor, the Chief Executive Officer shall be deemed to be in all respects the authorised legal representative thereof, and may be cited and sued accordingly and the Lessor shall be bound by all proceedings instituted against the Chief Executive Officer as the Lessor's representative, agent, servant or licensee.

13. **RELAXATION OF TERMS AND CONDITIONS**

No relaxation or indulgence which the Lessor may show to the Lessee shall in any way prejudice the Lessor's rights hereunder and in particular, no acceptance of rent or any other amount payable in terms of this Lease after the due date for the payment of the same shall be construed as a waiver by the Lessor of the Lessor's rights hereunder.

14. **COSTS OF AGREEMENT**

The costs, including advertising costs, of and incidental to the preparation and execution of this Lease and the annexed plan inclusive of VAT shall be borne by the Lessee and be paid upon request.

15. **GENERAL**

15.1 Notwithstanding anything in this Agreement contained, the Lessor may resume possession of the whole or any portion of the Land at any time on giving three (3) months' notice in writing to that effect should the Land be required for any Local Authority or government purposes and may cancel or amend the Lease accordingly. In either case the Lessor may but shall not be obliged to pay to the Lessee, after quiet possession of the Land has been given to the Lessor, compensation for improvements made on or in respect of the Land by the Lessee, provided that if possession of portion only of the Land be resumed and it is of such an extent that the remainder is not in the opinion of the Lessee of sufficient size for the purpose for which the Land are leased, the Lessee shall have the option of cancelling the Lease and claiming compensation in respect of improvements made to the Land. Compensation in terms of this paragraph shall be payable only for improvements made by the Lessee out of the Lessee's own funds and not for improvements made out of funds provided by the Lessor, and only for improvements actually existing at the time the Lease is cancelled or amended. The Lessor reserves the right in the Lessor's absolute discretion to decide for what improvements the Lessor shall pay compensation in terms of this paragraph, and no compensation shall in any event be payable unless the Lessee has deposited with the Lessor within one month of the completion of such improvements a certified statement showing the actual capital cost thereof. The Lessor shall be entitled, if the Lessor wishes, to inspect the Lessee's books of account in order to verify the said statement. Compensation in terms of this paragraph, if paid, shall be calculated according to the following formula:

$$\frac{CX}{Y}$$

where C equals the capital cost of improvements, X equals the number of calendar months between the date of resumption of possession by the Lessor in terms of this section and the expiration of the term referred to in paragraph 1 hereof, and Y equals

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the number of calendar months between the date of completion of the improvements and the expiration of the terms referred to in clause 1 hereof.

The Lessee shall submit financial statements should these statements be called for and the Lessor shall have the right through its Chief Executive Officer or his nominee to have access to the books, accounts, records etc. kept by the Lessee, should these be necessary in order for the Lessor to exercise its rights under this clause.

15.2 Neither the Lessee nor any other person shall acquire or hold any licence for the sale of intoxicating liquor upon the Land without the prior written consent of the Lessor given under the hand of the Chief Executive Officer. The Lessee shall not do, permit, allow or suffer any person to do anything on the Land which would be an infringement of the law for the time being regulating the sale, supply or delivery of intoxicating liquor.

16. In this Lease:

"Chief Executive Officer" means the Chief Executive Officer of the Lessor or the person for the time being appointed by the Lessor to perform the functions and duties of Chief Executive Officer and shall include where any notices or consents must be given by the Lessor, his nominee.

THUS DONE AND SIGNED AT Killarney Gardens

ON THIS Thirteenth DAY OF October 1999.

WITNESS:

1. E. Kora .....  
LESSEE  
MILNERTON RIDING CLUB

2. C. De Bruin .....

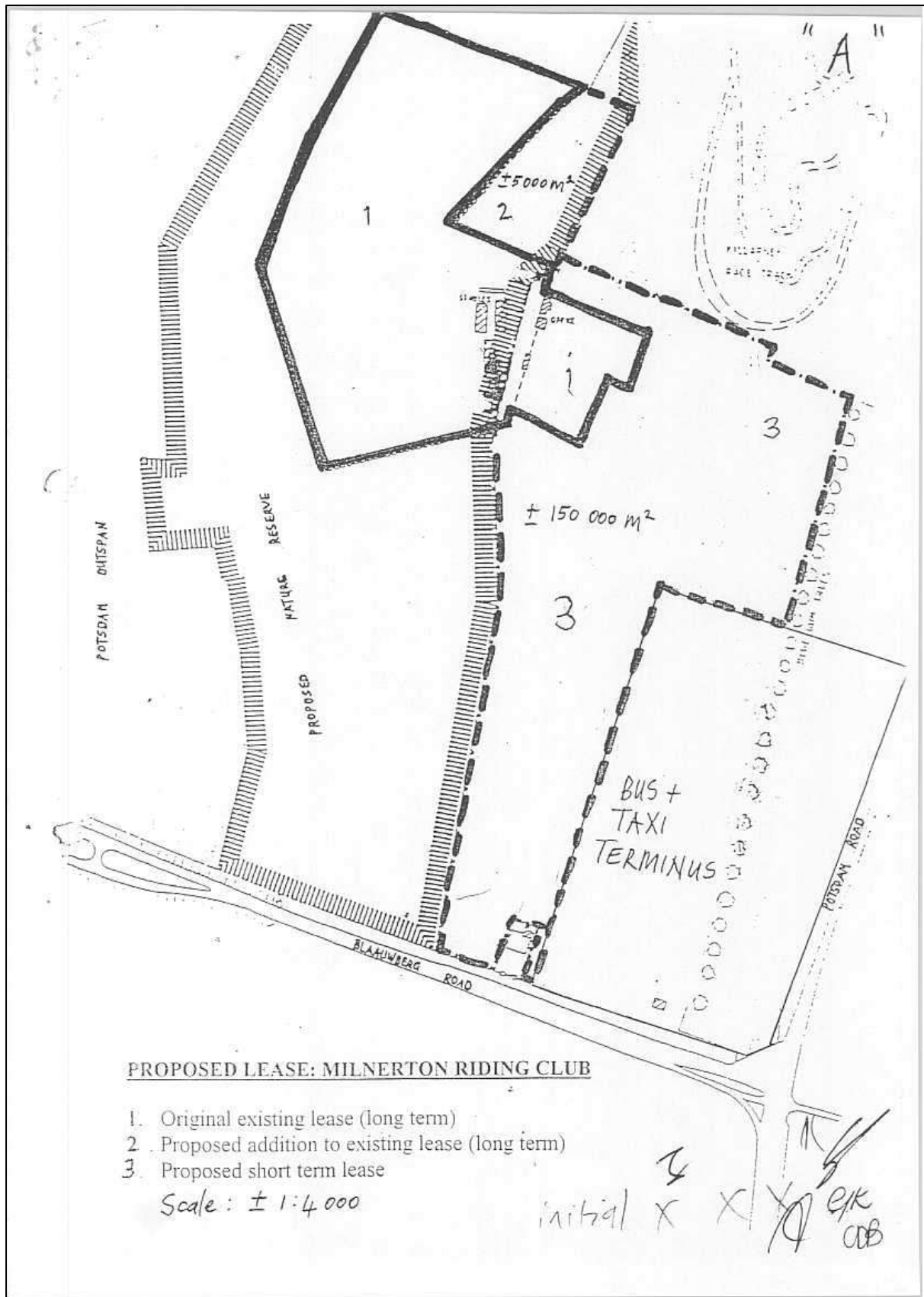
THUS DONE AND SIGNED AT Milnerton

ON THIS 25th DAY OF October 1999.

WITNESS:

1. [Signature] .....  
LESSOR  
BLAAUWBERG MUNICIPALITY

2. H. S. van Zyl .....



## APPENDIX C: SPECIES CHECKLISTS OF TABLE BAY NATURE RESERVE

### APPENDIX C1: PLANT SPECIES LIST OF TABLE BAY NATURE RESERVE (412 SPECIES)

| Family          | Genus                 | Species Name                          | Common Name                | Threatened Status |
|-----------------|-----------------------|---------------------------------------|----------------------------|-------------------|
| AGAVACEAE       | <i>Agave</i>          | <i>Agave sisalana</i>                 |                            |                   |
| AIZOACEAE       | <i>Tetragonia</i>     | <i>Tetragonia fruticosa</i>           |                            |                   |
| AIZOACEAE       | <i>Galenia</i>        | <i>Galenia africana</i>               |                            |                   |
| AIZOACEAE       | <i>Tetragonia</i>     | <i>Tetragonia decumbens</i>           |                            |                   |
| AIZOACEAE       | <i>Tetragonia</i>     | <i>Tetragonia spicata</i>             |                            |                   |
| AIZOACEAE       | <i>Acrosanthes</i>    | <i>Acrosanthes humifusa</i>           |                            |                   |
| AIZOACEAE       | <i>Aizoon</i>         | <i>Aizoon sarmentosum</i>             |                            |                   |
| AMARANTHACEAE   | <i>Alternanthera</i>  | <i>Alternanthera sessilis</i>         |                            |                   |
| AMARYLLIDACEAE  | <i>Ammocharis</i>     | <i>Ammocharis longifolia</i>          |                            |                   |
| AMARYLLIDACEAE  | <i>Brunsvigia</i>     | <i>Brunsvigia orientalis</i>          | Candelabra Flower          |                   |
| AMARYLLIDACEAE  | <i>Haemanthus</i>     | <i>Haemanthus coccineus</i>           |                            |                   |
| AMARYLLIDACEAE  | <i>Haemanthus</i>     | <i>Haemanthus pubescens pubescens</i> |                            |                   |
| AMARYLLIDACEAE  | <i>Haemanthus</i>     | <i>Haemanthus sanguineus</i>          |                            |                   |
| ANACARDIACEAE   | <i>Rhus</i>           | <i>Rhus glauca</i>                    | Blou Taaibos               |                   |
| ANACARDIACEAE   | <i>Rhus</i>           | <i>Rhus crenata</i>                   | Blink Taaibos, Turkeyberry |                   |
| ANACARDIACEAE   | <i>Rhus</i>           | <i>Rhus laevigata</i>                 |                            |                   |
| ANACARDIACEAE   | <i>Rhus</i>           | <i>Rhus lancea</i>                    |                            |                   |
| ANACARDIACEAE   | <i>Rhus</i>           | <i>Rhus lucida</i> ~                  |                            |                   |
| ANACARDIACEAE   | <i>Rhus</i>           | <i>Rhus tomentosa</i>                 |                            |                   |
| ANACARDIACEAE   | <i>Schinus</i>        | <i>Schinus molle</i>                  |                            |                   |
| ANACARDIACEAE   | <i>Schinus</i>        | <i>Schinus terebinthifolius</i>       |                            |                   |
| ANTHERICACEAE   | <i>Chlorophytum</i>   | <i>Chlorophytum undulatum</i>         |                            |                   |
| APIACEAE        | <i>Dasispermum</i>    | <i>Dasispermum suffruticosum</i>      |                            |                   |
| APIACEAE        | <i>Sonderina</i>      | <i>Sonderina hispida</i>              |                            |                   |
| APIACEAE        | <i>Sonderina</i>      | <i>Sonderina tenuis</i>               |                            |                   |
| APIACEAE        | <i>Capnophyllum</i>   | <i>Capnophyllum africanum</i>         |                            |                   |
| APIACEAE        | <i>Stoibrax</i>       | <i>Stoibrax capense</i>               |                            |                   |
| APIACEAE        | <i>Torilis</i>        | <i>Torilis arvensis</i>               |                            |                   |
| APIACEAE        | <i>Lichtensteinia</i> | <i>Lichtensteinia obscura</i>         |                            |                   |
| APOCYNACEAE     | <i>Cynanchum</i>      | <i>Cynanchum africanum</i>            |                            |                   |
| APOCYNACEAE     | <i>Carissa</i>        | <i>Carissa macrocarpa</i>             |                            |                   |
| APOCYNACEAE     | <i>Microloma</i>      | <i>Microloma sagittatum</i>           |                            |                   |
| APOCYNACEAE     | <i>Gomphocarpus</i>   | <i>Gomphocarpus physocarpus</i>       |                            |                   |
| APOCYNACEAE     | <i>Eustegia</i>       | <i>Eustegia filiformis</i>            |                            |                   |
| APONOGETONACEAE | <i>Aponogeton</i>     | <i>Aponogeton angustifolius</i>       |                            |                   |
| APONOGETONACEAE | <i>Aponogeton</i>     | <i>Aponogeton distachyos</i>          |                            |                   |
| ARACEAE         | <i>Zantedeschia</i>   | <i>Zantedeschia aethiopica</i>        |                            |                   |
| ARACEAE         | <i>Pistia</i>         | <i>Pistia stratiotes</i>              |                            |                   |
| ASPARAGACEAE    | <i>Asparagus</i>      | <i>Asparagus capensis</i>             |                            |                   |

|               |                         |                                    |          |  |
|---------------|-------------------------|------------------------------------|----------|--|
| ASPARAGACEAE  | <i>Asparagus</i>        | <i>Asparagus lignosus</i>          |          |  |
| ASPARAGACEAE  | <i>Asparagus</i>        | <i>Asparagus rubicundus</i>        |          |  |
| ASPARAGACEAE  | <i>Asparagus</i>        | <i>Asparagus asparagoides</i>      |          |  |
| ASPHODELACEAE | <i>Aloe</i>             | <i>Aloe sp.1</i>                   |          |  |
| ASPHODELACEAE | <i>Trachyandra</i>      | <i>Trachyandra filiformis</i>      |          |  |
| ASPHODELACEAE | <i>Trachyandra</i>      | <i>Trachyandra ciliata</i>         |          |  |
| ASPHODELACEAE | <i>Trachyandra</i>      | <i>Trachyandra divaricata</i>      |          |  |
| ASPHODELACEAE | <i>Bulbine</i>          | <i>Bulbine lagopus</i>             |          |  |
| ASPHODELACEAE | <i>Trachyandra</i>      | <i>Trachyandra brachypoda</i>      |          |  |
| ASPHODELACEAE | <i>Trachyandra</i>      | <i>Trachyandra muricata</i>        |          |  |
| ASPHODELACEAE | <i>Trachyandra</i>      | <i>Trachyandra revoluta</i>        |          |  |
| ASTERACEAE    | <i>Athanasia</i>        | <i>Athanasia crithmifolia</i> ~    |          |  |
| ASTERACEAE    | <i>Chrysanthemoides</i> | <i>Chrysanthemoides incana</i>     |          |  |
| ASTERACEAE    | <i>Dimorphotheca</i>    | <i>Dimorphotheca pluvialis</i>     |          |  |
| ASTERACEAE    | <i>Senecio</i>          | <i>Senecio burchellii</i>          |          |  |
| ASTERACEAE    | <i>Amellus</i>          | <i>Amellus asteroides</i> ~        |          |  |
| ASTERACEAE    | <i>Amellus</i>          | <i>Amellus tenuifolius</i>         |          |  |
| ASTERACEAE    | <i>Arctotheca</i>       | <i>Arctotheca calendula</i>        |          |  |
| ASTERACEAE    | <i>Arctotheca</i>       | <i>Arctotheca populifolia</i>      |          |  |
| ASTERACEAE    | <i>Arctotis</i>         | <i>Arctotis hirsuta</i>            |          |  |
| ASTERACEAE    | <i>Arctotis</i>         | <i>Arctotis stoechadifolia</i>     |          |  |
| ASTERACEAE    | <i>Athanasia</i>        | <i>Athanasia dentata</i>           |          |  |
| ASTERACEAE    | <i>Athanasia</i>        | <i>Athanasia trifurcata</i>        |          |  |
| ASTERACEAE    | <i>Berkheya</i>         | <i>Berkheya rigida</i>             |          |  |
| ASTERACEAE    | <i>Chrysanthemoides</i> | <i>Chrysanthemoides monilifera</i> | Bitoubos |  |
| ASTERACEAE    | <i>Cineraria</i>        | <i>Cineraria geifolia</i>          |          |  |
| ASTERACEAE    | <i>Cotula</i>           | <i>Cotula coronopifolia</i>        |          |  |
| ASTERACEAE    | <i>Cotula</i>           | <i>Cotula eckloniana</i>           |          |  |
| ASTERACEAE    | <i>Cotula</i>           | <i>Cotula filifolia</i>            |          |  |
| ASTERACEAE    | <i>Cotula</i>           | <i>Cotula turbinata</i>            |          |  |
| ASTERACEAE    | <i>Dicrothamnus</i>     | <i>Dicrothamnus rhinocerotis</i>   |          |  |
| ASTERACEAE    | <i>Didelta</i>          | <i>Didelta carnosus</i> ~          |          |  |
| ASTERACEAE    | <i>Eriocephalus</i>     | <i>Eriocephalus africanus</i> ~    |          |  |
| ASTERACEAE    | <i>Eriocephalus</i>     | <i>Eriocephalus racemosus</i> ~    |          |  |
| ASTERACEAE    | <i>Felicia</i>          | <i>Felicia tenella</i> ~           |          |  |
| ASTERACEAE    | <i>Helichrysum</i>      | <i>Helichrysum niveum</i>          |          |  |
| ASTERACEAE    | <i>Helichrysum</i>      | <i>Helichrysum patulum</i>         |          |  |
| ASTERACEAE    | <i>Helichrysum</i>      | <i>Helichrysum revolutum</i>       |          |  |
| ASTERACEAE    | <i>Leysera</i>          | <i>Leysera gnaphalodes</i>         |          |  |
| ASTERACEAE    | <i>Metalasia</i>        | <i>Metalasia muricata</i>          |          |  |
| ASTERACEAE    | <i>Nidorella</i>        | <i>Nidorella foetida</i>           |          |  |
| ASTERACEAE    | <i>Oncosiphon</i>       | <i>Oncosiphon suffruticosum</i>    |          |  |
| ASTERACEAE    | <i>Osteospermum</i>     | <i>Osteospermum junceum</i>        |          |  |
| ASTERACEAE    | <i>Othonna</i>          | <i>Othonna coronopifolia</i>       |          |  |

|                  |                       |                                      |                |  |
|------------------|-----------------------|--------------------------------------|----------------|--|
| ASTERACEAE       | <i>Plecostachys</i>   | <i>Plecostachys serpyllifolia</i>    |                |  |
| ASTERACEAE       | <i>Senecio</i>        | <i>Senecio elegans</i>               |                |  |
| ASTERACEAE       | <i>Senecio</i>        | <i>Senecio halimifolius</i>          | Tabakbos       |  |
| ASTERACEAE       | <i>Senecio</i>        | <i>Senecio littoreus</i> ~           |                |  |
| ASTERACEAE       | <i>Senecio</i>        | <i>Senecio pterophorus</i>           |                |  |
| ASTERACEAE       | <i>Senecio</i>        | <i>Senecio rosmarinifolius</i>       |                |  |
| ASTERACEAE       | <i>Seriphium</i>      | <i>Seriphium plumosum</i>            |                |  |
| ASTERACEAE       | <i>Steirodiscus</i>   | <i>Steirodiscus tagetes</i>          |                |  |
| ASTERACEAE       | <i>Xanthium</i>       | <i>Xanthium strumarium</i>           |                |  |
| ASTERACEAE       | <i>Helichrysum</i>    | <i>Helichrysum cymosum</i> ~         |                |  |
| ASTERACEAE       | <i>Hypochaeris</i>    | <i>Hypochaeris radicata</i>          |                |  |
| ASTERACEAE       | <i>Lactuca</i>        | <i>Lactuca serriola</i>              |                |  |
| ASTERACEAE       | <i>Sonchus</i>        | <i>Sonchus oleraceus</i>             |                |  |
| ASTERACEAE       | <i>Cotula</i>         | <i>Cotula vulgaris</i>               |                |  |
| ASTERACEAE       | <i>Dimorphotheca</i>  | <i>Dimorphotheca sinuata</i>         |                |  |
| ASTERACEAE       | <i>Helichrysum</i>    | <i>Helichrysum helianthemifolium</i> |                |  |
| ASTERACEAE       | <i>Othonna</i>        | <i>Othonna filicaulis</i>            |                |  |
| ASTERACEAE       | <i>Petalacte</i>      | <i>Petalacte coronata</i>            |                |  |
| ASTERACEAE       | <i>Senecio</i>        | <i>Senecio arenarius</i>             |                |  |
| ASTERACEAE       | <i>Senecio</i>        | <i>Senecio hastatus</i>              |                |  |
| ASTERACEAE       | <i>Senecio</i>        | <i>Senecio pubigerus</i>             |                |  |
| ASTERACEAE       | <i>Stoebe</i>         | <i>Stoebe capitata</i>               |                |  |
| ASTERACEAE       | <i>Trichogyne</i>     | <i>Trichogyne repens</i>             |                |  |
| AZOLLACEAE       | <i>Azolla</i>         | <i>Azolla filiculoides</i>           | Red Water Fern |  |
| BORAGINACEAE     | <i>Echium</i>         | <i>Echium plantagineum</i>           |                |  |
| BRASSICACEAE     | <i>Heliophila</i>     | <i>Heliophila africana</i>           |                |  |
| BRASSICACEAE     | <i>Raphanus</i>       | <i>Raphanus raphanistrum</i>         | Wild Mustard   |  |
| CACTACEAE        | <i>Opuntia</i>        | <i>Opuntia ficus-indica</i>          |                |  |
| CAMPANULACEAE    | <i>Wahlenbergia</i>   | <i>Wahlenbergia capensis</i>         |                |  |
| CAMPANULACEAE    | <i>Wahlenbergia</i>   | <i>Wahlenbergia androsacea</i>       |                |  |
| CARYOPHYLLACEAE  | <i>Silene</i>         | <i>Silene pilosellifolia</i>         |                |  |
| CARYOPHYLLACEAE  | <i>Spergularia</i>    | <i>Spergularia media</i>             |                |  |
| CELASTRACEAE     | <i>Pterocelastrus</i> | <i>Pterocelastrus tricuspidatus</i>  |                |  |
| CELASTRACEAE     | <i>Putterlickia</i>   | <i>Putterlickia pyracantha</i>       |                |  |
| CELASTRACEAE     | <i>Gymnosporia</i>    | <i>Gymnosporia heterophylla</i>      |                |  |
| CERATOPHYLLACEAE | <i>Ceratophyllum</i>  | <i>Ceratophyllum demersum</i> ~      |                |  |
| CHENOPODIACEAE   | <i>Atriplex</i>       | <i>Atriplex cinerea</i> ~            |                |  |
| CHENOPODIACEAE   | <i>Atriplex</i>       | <i>Atriplex semibaccata</i> ~        |                |  |
| CHENOPODIACEAE   | <i>Salicornia</i>     | <i>Salicornia meyeriana</i>          |                |  |
| CHENOPODIACEAE   | <i>Sarcocornia</i>    | <i>Sarcocornia capensis</i>          |                |  |
| CHENOPODIACEAE   | <i>Sarcocornia</i>    | <i>Sarcocornia natalensis</i> ~      |                |  |
| CHENOPODIACEAE   | <i>Sarcocornia</i>    | <i>Sarcocornia perennis</i> ~        |                |  |
| CHENOPODIACEAE   | <i>Sarcocornia</i>    | <i>Sarcocornia pillansii</i> ~       |                |  |
| CHENOPODIACEAE   | <i>Chenopodium</i>    | <i>Chenopodium murale</i> ~          |                |  |

|                |                       |                                  |                   |  |
|----------------|-----------------------|----------------------------------|-------------------|--|
| CHENOPODIACEAE | <i>Exomis</i>         | <i>Exomis microphylla</i> ~      |                   |  |
| COLCHICACEAE   | <i>Androcymbium</i>   | <i>Androcymbium eucomoides</i>   |                   |  |
| COLCHICACEAE   | <i>Ornithoglossum</i> | <i>Ornithoglossum viride</i>     |                   |  |
| COLCHICACEAE   | <i>Androcymbium</i>   | <i>Androcymbium capense</i>      |                   |  |
| COMMELINACEAE  | <i>Commelina</i>      | <i>Commelina benghalensis</i>    | Blouselblommetjie |  |
| CONVOLVULACEAE | <i>Cuscuta</i>        | <i>Cuscuta nitida</i>            |                   |  |
| CONVOLVULACEAE | <i>Falkia</i>         | <i>Falkia repens</i>             |                   |  |
| CONVOLVULACEAE | <i>Ipomoea</i>        | <i>Ipomoea purpurea</i>          |                   |  |
| CRASSULACEAE   | <i>Cotyledon</i>      | <i>Cotyledon orbiculata</i> ~    |                   |  |
| CRASSULACEAE   | <i>Tylecodon</i>      | <i>Tylecodon grandiflorus</i>    |                   |  |
| CRASSULACEAE   | <i>Crassula</i>       | <i>Crassula cymosa</i>           |                   |  |
| CRASSULACEAE   | <i>Crassula</i>       | <i>Crassula dichotoma</i>        |                   |  |
| CRASSULACEAE   | <i>Crassula</i>       | <i>Crassula glomerata</i>        |                   |  |
| CRASSULACEAE   | <i>Crassula</i>       | <i>Crassula vaillantii</i>       |                   |  |
| CRASSULACEAE   | <i>Crassula</i>       | <i>Crassula fallax</i>           |                   |  |
| CRASSULACEAE   | <i>Crassula</i>       | <i>Crassula flava</i>            |                   |  |
| CUCURBITACEAE  | <i>Kedrostis</i>      | <i>Kedrostis nana</i> ~          |                   |  |
| CYPERACEAE     | <i>Bolboschoenus</i>  | <i>Bolboschoenus maritimus</i>   |                   |  |
| CYPERACEAE     | <i>Schoenoplectus</i> | <i>Schoenoplectus scirpoides</i> |                   |  |
| CYPERACEAE     | <i>Carex</i>          | <i>Carex sp.1</i>                |                   |  |
| CYPERACEAE     | <i>Cyperus</i>        | <i>Cyperus textilis</i>          |                   |  |
| CYPERACEAE     | <i>Ficinia</i>        | <i>Ficinia indica</i>            |                   |  |
| CYPERACEAE     | <i>Ficinia</i>        | <i>Ficinia nigrescens</i>        |                   |  |
| CYPERACEAE     | <i>Ficinia</i>        | <i>Ficinia nodosa</i>            |                   |  |
| CYPERACEAE     | <i>Hellmuthia</i>     | <i>Hellmuthia membranacea</i>    |                   |  |
| EBENACEAE      | <i>Euclea</i>         | <i>Euclea racemosa</i>           |                   |  |
| EBENACEAE      | <i>Euclea</i>         | <i>Euclea undulata</i>           |                   |  |
| ERICACEAE      | <i>Erica</i>          | <i>Erica subdivaricata</i>       |                   |  |
| EUPHORBIACEAE  | <i>Euphorbia</i>      | <i>Euphorbia burmannii</i>       |                   |  |
| EUPHORBIACEAE  | <i>Euphorbia</i>      | <i>Euphorbia caput-medusae</i>   |                   |  |
| EUPHORBIACEAE  | <i>Euphorbia</i>      | <i>Euphorbia mauritanica</i> ~   |                   |  |
| EUPHORBIACEAE  | <i>Euphorbia</i>      | <i>Euphorbia peplus</i>          |                   |  |
| EUPHORBIACEAE  | <i>Euphorbia</i>      | <i>Euphorbia helioscopia</i>     |                   |  |
| EUPHORBIACEAE  | <i>Euphorbia</i>      | <i>Euphorbia sp.1</i>            |                   |  |
| FABACEAE       | <i>Acacia</i>         | <i>Acacia cyclops</i>            | Rooikrans         |  |
| FABACEAE       | <i>Acacia</i>         | <i>Acacia saligna</i>            | Port Jackson      |  |
| FABACEAE       | <i>Aspalathus</i>     | <i>Aspalathus hispida</i> ~      |                   |  |
| FABACEAE       | <i>Dipogon</i>        | <i>Dipogon lignosus</i>          |                   |  |
| FABACEAE       | <i>Indigofera</i>     | <i>Indigofera complicata</i>     |                   |  |
| FABACEAE       | <i>Lessertia</i>      | <i>Lessertia rigida</i>          |                   |  |
| FABACEAE       | <i>Lessertia</i>      | <i>Lessertia sp.1</i>            |                   |  |
| FABACEAE       | <i>Psoralea</i>       | <i>Psoralea repens</i>           |                   |  |
| FABACEAE       | <i>Rhynchosia</i>     | <i>Rhynchosia ferulifolia</i>    |                   |  |
| FABACEAE       | <i>Senna</i>          | <i>Senna didymobotrya</i>        |                   |  |

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|---------------|-----------------------|-----------------------------------|-----------------|--|
| FABACEAE      | <i>Sesbania</i>       | <i>Sesbania punicea</i>           |                 |  |
| FABACEAE      | <i>Medicago</i>       | <i>Medicago polymorpha</i>        |                 |  |
| FABACEAE      | <i>Otholobium</i>     | <i>Otholobium hirtum</i>          |                 |  |
| FABACEAE      | <i>Paraserianthes</i> | <i>Paraserianthes lophantha</i> ~ |                 |  |
| FABACEAE      | <i>Spartium</i>       | <i>Spartium junceum</i>           |                 |  |
| FABACEAE      | <i>Sutherlandia</i>   | <i>Sutherlandia frutescens</i>    |                 |  |
| FABACEAE      | <i>Vicia</i>          | <i>Vicia sativa</i> ~             |                 |  |
| FABACEAE      | <i>Aspalathus</i>     | <i>Aspalathus acanthophylla</i>   |                 |  |
| FABACEAE      | <i>Aspalathus</i>     | <i>Aspalathus cymbiformis</i>     |                 |  |
| FABACEAE      | <i>Aspalathus</i>     | <i>Aspalathus ternata</i>         |                 |  |
| FABACEAE      | <i>Otholobium</i>     | <i>Otholobium virgatum</i>        |                 |  |
| FABACEAE      | <i>Vicia</i>          | <i>Vicia benghalensis</i>         |                 |  |
| FRANKENIACEAE | <i>Frankenia</i>      | <i>Frankenia pulverulenta</i>     |                 |  |
| FUMARIACEAE   | <i>Cysticapnos</i>    | <i>Cysticapnos vesicaria</i>      |                 |  |
| FUMARIACEAE   | <i>Fumaria</i>        | <i>Fumaria muralis</i> ~          |                 |  |
| GENTIANACEAE  | <i>Orphium</i>        | <i>Orphium frutescens</i>         |                 |  |
| GENTIANACEAE  | <i>Sebaea</i>         | <i>Sebaea aurea</i>               |                 |  |
| GENTIANACEAE  | <i>Sebaea</i>         | <i>Sebaea albens</i>              |                 |  |
| GERANIACEAE   | <i>Pelargonium</i>    | <i>Pelargonium gibbosum</i>       |                 |  |
| GERANIACEAE   | <i>Erodium</i>        | <i>Erodium moschatum</i>          |                 |  |
| GERANIACEAE   | <i>Geranium</i>       | <i>Geranium incanum</i> ~         |                 |  |
| GERANIACEAE   | <i>Pelargonium</i>    | <i>Pelargonium capitatum</i>      |                 |  |
| GERANIACEAE   | <i>Pelargonium</i>    | <i>Pelargonium cucullatum</i> ~   |                 |  |
| GERANIACEAE   | <i>Pelargonium</i>    | <i>Pelargonium senecioides</i>    |                 |  |
| GERANIACEAE   | <i>Geranium</i>       | <i>Geranium molle</i>             |                 |  |
| GERANIACEAE   | <i>Pelargonium</i>    | <i>Pelargonium hirtum</i>         |                 |  |
| GERANIACEAE   | <i>Pelargonium</i>    | <i>Pelargonium myrrhifolium</i> ~ |                 |  |
| GERANIACEAE   | <i>Pelargonium</i>    | <i>Pelargonium triste</i>         |                 |  |
| HAEMODORACEAE | <i>Wachendorfia</i>   | <i>Wachendorfia paniculata</i>    |                 |  |
| HALORAGACEAE  | <i>Myriophyllum</i>   | <i>Myriophyllum aquaticum</i>     |                 |  |
| HYACINTHACEAE | <i>Albuca</i>         | <i>Albuca maxima</i>              |                 |  |
| HYACINTHACEAE | <i>Albuca</i>         | <i>Ornithogalum flaccida</i>      | Albuca flaccida |  |
| HYACINTHACEAE | <i>Lachenalia</i>     | <i>Lachenalia pallida</i>         |                 |  |
| HYACINTHACEAE | <i>Ornithogalum</i>   | <i>Ornithogalum hispidum</i> ~    |                 |  |
| HYACINTHACEAE | <i>Ornithogalum</i>   | <i>Ornithogalum thyrsoides</i>    |                 |  |
| HYACINTHACEAE | <i>Albuca</i>         | <i>Albuca fragrans</i>            |                 |  |
| HYACINTHACEAE | <i>Drimia</i>         | <i>Drimia filifolia</i>           |                 |  |
| HYACINTHACEAE | <i>Lachenalia</i>     | <i>Lachenalia contaminata</i>     |                 |  |
| HYACINTHACEAE | <i>Lachenalia</i>     | <i>Lachenalia reflexa</i>         |                 |  |
| HYPOXIDACEAE  | <i>Spiloxene</i>      | <i>Spiloxene aquatica</i>         |                 |  |
| HYPOXIDACEAE  | <i>Spiloxene</i>      | <i>Spiloxene capensis</i>         |                 |  |
| IRIDACEAE     | <i>Babiana</i>        | <i>Babiana ambigua</i>            |                 |  |
| IRIDACEAE     | <i>Babiana</i>        | <i>Babiana tubulosa</i>           |                 |  |
| IRIDACEAE     | <i>Chasmanthe</i>     | <i>Chasmanthe aethiopica</i>      | Suurkanol       |  |

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| IRIDACEAE     | <i>Ferraria</i>      | <i>Ferraria crispa</i>        |                |  |
| IRIDACEAE     | <i>Ferraria</i>      | <i>Ferraria crispa</i> ~      |                |  |
| IRIDACEAE     | <i>Ferraria</i>      | <i>Ferraria divaricata</i>    |                |  |
| IRIDACEAE     | <i>Gladiolus</i>     | <i>Gladiolus cunonius</i>     |                |  |
| IRIDACEAE     | <i>Gladiolus</i>     | <i>Gladiolus griseus</i>      |                |  |
| IRIDACEAE     | <i>Gladiolus</i>     | <i>Gladiolus undulatus</i>    |                |  |
| IRIDACEAE     | <i>Lapeirousia</i>   | <i>Lapeirousia anceps</i>     |                |  |
| IRIDACEAE     | <i>Melasphaerula</i> | <i>Melasphaerula ramosa</i>   |                |  |
| IRIDACEAE     | <i>Micranthus</i>    | <i>Micranthus junceus</i>     |                |  |
| IRIDACEAE     | <i>Moraea</i>        | <i>Moraea flaccida</i>        |                |  |
| IRIDACEAE     | <i>Moraea</i>        | <i>Moraea fugax</i>           |                |  |
| IRIDACEAE     | <i>Moraea</i>        | <i>Moraea miniata</i>         |                |  |
| IRIDACEAE     | <i>Moraea</i>        | <i>Moraea setifolia</i>       |                |  |
| IRIDACEAE     | <i>Romulea</i>       | <i>Romulea flava</i> ~        |                |  |
| IRIDACEAE     | <i>Romulea</i>       | <i>Romulea obscura</i> ~      |                |  |
| IRIDACEAE     | <i>Romulea</i>       | <i>Romulea tabularis</i>      |                |  |
| IRIDACEAE     | <i>Sparaxis</i>      | <i>Sparaxis bulbifera</i>     |                |  |
| IRIDACEAE     | <i>Gladiolus</i>     | <i>Gladiolus carinatus</i>    | Blou Afrikaner |  |
| IRIDACEAE     | <i>Aristea</i>       | <i>Aristea africana</i>       |                |  |
| IRIDACEAE     | <i>Geissorhiza</i>   | <i>Geissorhiza aspera</i>     |                |  |
| IRIDACEAE     | <i>Geissorhiza</i>   | <i>Geissorhiza tenella</i>    |                |  |
| IRIDACEAE     | <i>Ixia</i>          | <i>Ixia paniculata</i>        |                |  |
| IRIDACEAE     | <i>Moraea</i>        | <i>Moraea gawleri</i>         |                |  |
| IRIDACEAE     | <i>Romulea</i>       | <i>Romulea hirsuta</i> ~      |                |  |
| IRIDACEAE     | <i>Romulea</i>       | <i>Romulea schlechteri</i>    |                |  |
| IRIDACEAE     | <i>Watsonia</i>      | <i>Watsonia meriana</i> ~     |                |  |
| JUNCACEAE     | <i>Juncus</i>        | <i>Juncus kraussii</i>        |                |  |
| JUNCACEAE     | <i>Juncus</i>        | <i>Juncus kraussii</i> ~      |                |  |
| JUNCAGINACEAE | <i>Triglochin</i>    | <i>Triglochin bulbosa</i>     |                |  |
| LAMIACEAE     | <i>Salvia</i>        | <i>Salvia lanceolata</i>      |                |  |
| LAMIACEAE     | <i>Salvia</i>        | <i>Salvia africana-lutea</i>  |                |  |
| LAURACEAE     | <i>Cassytha</i>      | <i>Cassytha ciliolata</i>     |                |  |
| LEMNACEAE     | <i>Lemna</i>         | <i>Lemna gibba</i>            |                |  |
| LEMNACEAE     | <i>Lemna</i>         | <i>Lemna minor</i>            |                |  |
| LOBELIACEAE   | <i>Lobelia</i>       | <i>Lobelia sp.1</i>           |                |  |
| LOBELIACEAE   | <i>Monopsis</i>      | <i>Monopsis lutea</i>         |                |  |
| LOBELIACEAE   | <i>Monopsis</i>      | <i>Monopsis simplex</i>       |                |  |
| LYTHRACEAE    | <i>Lythrum</i>       | <i>Lythrum salicaria</i>      |                |  |
| MALVACEAE     | <i>Hermannia</i>     | <i>Hermannia multiflora</i>   |                |  |
| MALVACEAE     | <i>Hermannia</i>     | <i>Hermannia pinnata</i>      |                |  |
| MALVACEAE     | <i>Hermannia</i>     | <i>Hermannia procumbens</i> ~ |                |  |
| MALVACEAE     | <i>Lavatera</i>      | <i>Lavatera arborea</i>       |                |  |
| MALVACEAE     | <i>Malva</i>         | <i>Malva parviflora</i> ~     |                |  |
| MALVACEAE     | <i>Hermannia</i>     | <i>Hermannia linifolia</i>    |                |  |

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| MALVACEAE           | <i>Hermannia</i>        | <i>Hermannia procumbens procumbens</i> |          |  |
| MELIANTHACEAE       | <i>Melianthus</i>       | <i>Melianthus major</i>                |          |  |
| MENISPERMACEAE      | <i>Cissampelos</i>      | <i>Cissampelos capensis</i>            |          |  |
| MESEMBRYANTHEMACEAE | <i>Carpobrotus</i>      | <i>Carpobrotus edulis</i>              |          |  |
| MESEMBRYANTHEMACEAE | <i>Ruschia</i>          | <i>Ruschia macowanii</i>               |          |  |
| MESEMBRYANTHEMACEAE | <i>Ruschia</i>          | <i>Ruschia serrulata</i>               |          |  |
| MESEMBRYANTHEMACEAE | <i>Ruschia</i>          | <i>Ruschia tumidula</i>                |          |  |
| MESEMBRYANTHEMACEAE | <i>Carpobrotus</i>      | <i>Carpobrotus acinaciformis</i>       |          |  |
| MESEMBRYANTHEMACEAE | <i>Conicosia</i>        | <i>Conicosia pugioniformis</i> ~       |          |  |
| MESEMBRYANTHEMACEAE | <i>Drosanthemum</i>     | <i>Drosanthemum floribundum</i>        |          |  |
| MESEMBRYANTHEMACEAE | <i>Lampranthus</i>      | <i>Lampranthus aureus</i>              |          |  |
| MESEMBRYANTHEMACEAE | <i>Lampranthus</i>      | <i>Lampranthus multiradiatus</i>       |          |  |
| MESEMBRYANTHEMACEAE | <i>Lampranthus</i>      | <i>Lampranthus sociorum</i>            |          |  |
| MESEMBRYANTHEMACEAE | <i>Mesembryanthemum</i> | <i>Mesembryanthemum crystallinum</i>   |          |  |
| MESEMBRYANTHEMACEAE | <i>Disphyma</i>         | <i>Disphyma crassifolium</i>           |          |  |
| MESEMBRYANTHEMACEAE | <i>Carpanthea</i>       | <i>Carpanthea pomeridiana</i>          |          |  |
| MESEMBRYANTHEMACEAE | <i>Lampranthus</i>      | <i>Lampranthus amoenus</i>             |          |  |
| MESEMBRYANTHEMACEAE | <i>Lampranthus</i>      | <i>Lampranthus calcaratus</i>          |          |  |
| MESEMBRYANTHEMACEAE | <i>Lampranthus</i>      | <i>Lampranthus explanatus</i>          |          |  |
| MESEMBRYANTHEMACEAE | <i>Lampranthus</i>      | <i>Lampranthus glaucus</i>             |          |  |
| MESEMBRYANTHEMACEAE | <i>Lampranthus</i>      | <i>Lampranthus reptans</i>             |          |  |
| MESEMBRYANTHEMACEAE | <i>Lampranthus</i>      | <i>Lampranthus stenus</i>              |          |  |
| MESEMBRYANTHEMACEAE | <i>Phyllobolus</i>      | <i>Phyllobolus canaliculatus</i>       |          |  |
| MESEMBRYANTHEMACEAE | <i>Ruschia</i>          | <i>Ruschia geminiflora</i>             |          |  |
| MOLLUGINACEAE       | <i>Pharnaceum</i>       | <i>Pharnaceum lineare</i>              |          |  |
| MORACEAE            | <i>Ficus</i>            | <i>Ficus natalensis</i> ~              |          |  |
| MYOPORACEAE         | <i>Myoporum</i>         | <i>Myoporum tenuifolium</i>            | Manatoka |  |
| MYOPORACEAE         | <i>Myoporum</i>         | <i>Myoporum tetrandrum</i>             |          |  |
| MYRICACEAE          | <i>Morella</i>          | <i>Morella cordifolia</i>              |          |  |
| MYRICACEAE          | <i>Morella</i>          | <i>Morella quercifolia</i>             |          |  |
| MYRTACEAE           | <i>Eucalyptus</i>       | <i>Eucalyptus grandis</i>              |          |  |
| MYRTACEAE           | <i>Eucalyptus</i>       | <i>Eucalyptus lehmannii</i>            |          |  |
| MYRTACEAE           | <i>Eucalyptus</i>       | <i>Eucalyptus gomphocephala</i>        |          |  |
| NEURADACEAE         | <i>Grielum</i>          | <i>Grielum grandiflorum</i>            |          |  |
| OLEACEAE            | <i>Olea</i>             | <i>Olea capensis</i> ~                 |          |  |
| OLEACEAE            | <i>Olea</i>             | <i>Olea europaea africana</i>          |          |  |
| ONAGRACEAE          | <i>Ludwigia</i>         | <i>Ludwigia adscendens diffusa</i>     |          |  |
| ORCHIDACEAE         | <i>Corycium</i>         | <i>Corycium crispum</i>                |          |  |
| ORCHIDACEAE         | <i>Corycium</i>         | <i>Corycium orobanchoides</i>          |          |  |
| ORCHIDACEAE         | <i>Satyrium</i>         | <i>Satyrium odorum</i>                 |          |  |
| ORCHIDACEAE         | <i>Satyrium</i>         | <i>Satyrium bicornis</i>               |          |  |
| ORCHIDACEAE         | <i>Acrolophia</i>       | <i>Acrolophia bolusii</i>              |          |  |
| ORCHIDACEAE         | <i>Disa</i>             | <i>Disa bracteata</i>                  |          |  |
| ORCHIDACEAE         | <i>Holothrix</i>        | <i>Holothrix villosa</i>               |          |  |

|                |                     |                                |                                           |  |
|----------------|---------------------|--------------------------------|-------------------------------------------|--|
| ORCHIDACEAE    | <i>Pterygodium</i>  | <i>Pterygodium catholicum</i>  |                                           |  |
| ORCHIDACEAE    | <i>Satyrium</i>     | <i>Satyrium coriifolium</i>    |                                           |  |
| OROBANCHACEAE  | <i>Harveya</i>      | <i>Harveya squamosa</i>        |                                           |  |
| OXALIDACEAE    | <i>Oxalis</i>       | <i>Oxalis compressa</i> ~      |                                           |  |
| OXALIDACEAE    | <i>Oxalis</i>       | <i>Oxalis hirta</i> ~          |                                           |  |
| OXALIDACEAE    | <i>Oxalis</i>       | <i>Oxalis luteola</i>          |                                           |  |
| OXALIDACEAE    | <i>Oxalis</i>       | <i>Oxalis obtusa</i>           |                                           |  |
| OXALIDACEAE    | <i>Oxalis</i>       | <i>Oxalis pes-caprae</i> ~     |                                           |  |
| OXALIDACEAE    | <i>Oxalis</i>       | <i>Oxalis purpurea</i>         |                                           |  |
| OXALIDACEAE    | <i>Oxalis</i>       | <i>Oxalis pusilla</i>          |                                           |  |
| PLANTAGINACEAE | <i>Plantago</i>     | <i>Plantago coronopus</i>      |                                           |  |
| PLANTAGINACEAE | <i>Plantago</i>     | <i>Plantago crassifolia</i> ~  |                                           |  |
| PLANTAGINACEAE | <i>Plantago</i>     | <i>Plantago lanceolata</i>     |                                           |  |
| PLANTAGINACEAE | <i>Plantago</i>     | <i>Plantago crassifolia</i>    |                                           |  |
| PLUMBAGINACEAE | <i>Limonium</i>     | <i>Limonium equisetinum</i>    |                                           |  |
| PLUMBAGINACEAE | <i>Limonium</i>     | <i>Limonium scabrum</i> ~      |                                           |  |
| POACEAE        | <i>Arundo</i>       | <i>Arundo donax</i>            |                                           |  |
| POACEAE        | <i>Ehrharta</i>     | <i>Ehrharta villosa</i> ~      |                                           |  |
| POACEAE        | <i>Ammophila</i>    | <i>Ammophila arenaria</i>      |                                           |  |
| POACEAE        | <i>Avena</i>        | <i>Avena fatua</i>             | common wild oats                          |  |
| POACEAE        | <i>Avena</i>        | <i>Avena sativa</i>            |                                           |  |
| POACEAE        | <i>Cladoraphis</i>  | <i>Cladoraphis cyperoides</i>  |                                           |  |
| POACEAE        | <i>Cortaderia</i>   | <i>Cortaderia selloana</i>     | Pampas Grass                              |  |
| POACEAE        | <i>Cynodon</i>      | <i>Cynodon dactylon</i>        | couch grass; kweekgras;<br>kweek          |  |
| POACEAE        | <i>Cynosurus</i>    | <i>Cynosurus echinatus</i>     |                                           |  |
| POACEAE        | <i>Ehrharta</i>     | <i>Ehrharta calycina</i>       |                                           |  |
| POACEAE        | <i>Ehrharta</i>     | <i>Ehrharta longiflora</i>     |                                           |  |
| POACEAE        | <i>Lolium</i>       | <i>Lolium multiflorum</i>      | Italian ryegrass; annual<br>ryegrass      |  |
| POACEAE        | <i>Lolium</i>       | <i>Lolium perenne</i>          |                                           |  |
| POACEAE        | <i>Lolium</i>       | <i>Lolium rigidum</i>          |                                           |  |
| POACEAE        | <i>Paspalum</i>     | <i>Paspalum vaginatum</i>      |                                           |  |
| POACEAE        | <i>Pennisetum</i>   | <i>Pennisetum clandestinum</i> | Kikuyu grass                              |  |
| POACEAE        | <i>Pennisetum</i>   | <i>Pennisetum macrourum</i>    |                                           |  |
| POACEAE        | <i>Pennisetum</i>   | <i>Pennisetum setaceum</i>     |                                           |  |
| POACEAE        | <i>Phragmites</i>   | <i>Phragmites australis</i>    |                                           |  |
| POACEAE        | <i>Sporobolus</i>   | <i>Sporobolus virginicus</i>   |                                           |  |
| POACEAE        | <i>Stenotaphrum</i> | <i>Stenotaphrum secundatum</i> | Buffalo Grass                             |  |
| POACEAE        | <i>Thinopyrum</i>   | <i>Thinopyrum distichum</i>    |                                           |  |
| POACEAE        | <i>Avena</i>        | <i>Avena</i> sp.1              |                                           |  |
| POACEAE        | <i>Bromus</i>       | <i>Bromus diandrus</i>         | ripgut brome; predikantsluis              |  |
| POACEAE        | <i>Paspalum</i>     | <i>Paspalum distichum</i>      |                                           |  |
| POLYGALACEAE   | <i>Nylandtia</i>    | <i>Nylandtia spinosa</i>       | Skilpadbessie Bos, Tortoise<br>Berry Bush |  |
| POLYGALACEAE   | <i>Polygala</i>     | <i>Polygala myrtifolia</i> ~   |                                           |  |
| POLYGALACEAE   | <i>Muraltia</i>     | <i>Muraltia satureioides</i>   |                                           |  |

|                  |                      |                                   |                     |  |
|------------------|----------------------|-----------------------------------|---------------------|--|
| POLYGONACEAE     | <i>Persicaria</i>    | <i>Persicaria decipiens</i>       |                     |  |
| POLYGONACEAE     | <i>Persicaria</i>    | <i>Persicaria lapathifolia</i>    |                     |  |
| POLYGONACEAE     | <i>Rumex</i>         | <i>Rumex crispus</i>              |                     |  |
| POLYGONACEAE     | <i>Rumex</i>         | <i>Rumex lativalvis</i>           |                     |  |
| POLYGONACEAE     | <i>Rumex</i>         | <i>Rumex sagittatus</i>           |                     |  |
| PONTEDERIACEAE   | <i>Eichhornia</i>    | <i>Eichhornia crassipes</i>       | Water Hyacinth      |  |
| POTAMOGETONACEAE | <i>Potamogeton</i>   | <i>Potamogeton pectinatus</i>     |                     |  |
| PROTEACEAE       | <i>Leucadendron</i>  | <i>Leucadendron levisanus</i>     | Cape Flats Conebush |  |
| RANUNCULACEAE    | <i>Ranunculus</i>    | <i>Ranunculus rionii</i>          |                     |  |
| RESTIONACEAE     | <i>Thamnochortus</i> | <i>Thamnochortus sp.1</i>         |                     |  |
| RESTIONACEAE     | <i>Willdenowia</i>   | <i>Willdenowia incurvata</i>      |                     |  |
| RESTIONACEAE     | <i>Elegia</i>        | <i>Elegia tectorum</i>            |                     |  |
| RESTIONACEAE     | <i>Ischyrolepis</i>  | <i>Ischyrolepis eleocharis</i>    |                     |  |
| RESTIONACEAE     | <i>Thamnochortus</i> | <i>Thamnochortus spicigerus</i>   |                     |  |
| RESTIONACEAE     | <i>Calopsis</i>      | <i>Calopsis rigorata</i>          |                     |  |
| RESTIONACEAE     | <i>Elegia</i>        | <i>Elegia verreauxii</i>          |                     |  |
| RESTIONACEAE     | <i>Thamnochortus</i> | <i>Thamnochortus erectus</i>      |                     |  |
| RHAMNACEAE       | <i>Phylica</i>       | <i>Phylica ericoides</i> ~        |                     |  |
| RHAMNACEAE       | <i>Phylica</i>       | <i>Phylica cephalantha</i>        |                     |  |
| RHAMNACEAE       | <i>Phylica</i>       | <i>Phylica parviflora</i>         |                     |  |
| ROSACEAE         | <i>Cliffortia</i>    | <i>Cliffortia falcata</i>         |                     |  |
| ROSACEAE         | <i>Cliffortia</i>    | <i>Cliffortia stricta</i>         |                     |  |
| ROSACEAE         | <i>Cliffortia</i>    | <i>Cliffortia ericifolia</i>      |                     |  |
| ROSACEAE         | <i>Cliffortia</i>    | <i>Cliffortia hirta</i>           |                     |  |
| RUBIACEAE        | <i>Anthospermum</i>  | <i>Anthospermum spathulatum</i> ~ |                     |  |
| RUBIACEAE        | <i>Galium</i>        | <i>Galium tomentosum</i>          |                     |  |
| RUPPIACEAE       | <i>Ruppia</i>        | <i>Ruppia maritima</i>            |                     |  |
| RUTACEAE         | <i>Diosma</i>        | <i>Diosma aspalathoides</i>       |                     |  |
| SAPOTACEAE       | <i>Sideroxylon</i>   | <i>Sideroxylon inerme</i> ~       |                     |  |
| SCROPHULARIACEAE | <i>Diascia</i>       | <i>Diascia capensis</i>           |                     |  |
| SCROPHULARIACEAE | <i>Hebenstretia</i>  | <i>Hebenstretia cordata</i>       |                     |  |
| SCROPHULARIACEAE | <i>Hebenstretia</i>  | <i>Hebenstretia repens</i>        |                     |  |
| SCROPHULARIACEAE | <i>Hemimeris</i>     | <i>Hemimeris racemosa</i>         |                     |  |
| SCROPHULARIACEAE | <i>Lyperia</i>       | <i>Lyperia lychnidea</i>          |                     |  |
| SCROPHULARIACEAE | <i>Lyperia</i>       | <i>Lyperia tristis</i>            |                     |  |
| SCROPHULARIACEAE | <i>Manulea</i>       | <i>Manulea tomentosa</i>          |                     |  |
| SCROPHULARIACEAE | <i>Nemesia</i>       | <i>Nemesia versicolor</i> ~       |                     |  |
| SCROPHULARIACEAE | <i>Phyllopodium</i>  | <i>Phyllopodium cephalophorum</i> |                     |  |
| SCROPHULARIACEAE | <i>Hemimeris</i>     | <i>Hemimeris sabulosa</i>         |                     |  |
| SCROPHULARIACEAE | <i>Nemesia</i>       | <i>Nemesia affinis</i>            |                     |  |
| SCROPHULARIACEAE | <i>Zaluzianskya</i>  | <i>Zaluzianskya villosa</i>       |                     |  |
| SCROPHULARIACEAE | <i>Dischisma</i>     | <i>Dischisma capitatum</i>        |                     |  |
| SCROPHULARIACEAE | <i>Hebenstretia</i>  | <i>Hebenstretia dentata</i>       |                     |  |
| SCROPHULARIACEAE | <i>Manulea</i>       | <i>Manulea rubra</i>              |                     |  |

|                  |                    |                                  |                  |  |
|------------------|--------------------|----------------------------------|------------------|--|
| SCROPHULARIACEAE | <i>Nemesia</i>     | <i>Nemesia ligulata</i>          |                  |  |
| SOLANACEAE       | <i>Solanum</i>     | <i>Solanum guineense</i>         |                  |  |
| SOLANACEAE       | <i>Datura</i>      | <i>Datura ferox</i>              |                  |  |
| SOLANACEAE       | <i>Lycium</i>      | <i>Lycium afrum</i>              |                  |  |
| SOLANACEAE       | <i>Lycium</i>      | <i>Lycium ferocissimum</i>       |                  |  |
| SOLANACEAE       | <i>Lycium</i>      | <i>Lycium horridum</i>           |                  |  |
| SOLANACEAE       | <i>Solanum</i>     | <i>Solanum americanum</i>        |                  |  |
| SOLANACEAE       | <i>Solanum</i>     | <i>Solanum linnaeanum</i>        |                  |  |
| STERCULIACEAE    | <i>Hermannia</i>   | <i>Hermannia procumbens</i>      |                  |  |
| TECOPHILAEACEAE  | <i>Cyanella</i>    | <i>Cyanella hyacinthoides</i>    |                  |  |
| THYMELAEACEAE    | <i>Passerina</i>   | <i>Passerina corymbosa</i>       |                  |  |
| THYMELAEACEAE    | <i>Passerina</i>   | <i>Passerina ericoides</i>       |                  |  |
| THYMELAEACEAE    | <i>Passerina</i>   | <i>Passerina rigida</i>          |                  |  |
| THYMELAEACEAE    | <i>Gnidia</i>      | <i>Gnidia spicata</i>            |                  |  |
| THYMELAEACEAE    | <i>Lachnaea</i>    | <i>Lachnaea grandiflora</i>      |                  |  |
| THYMELAEACEAE    | <i>Struthiola</i>  | <i>Struthiola striata</i>        |                  |  |
| TYPHACEAE        | <i>Typha</i>       | <i>Typha capensis</i>            | Bulrush, Papkuil |  |
| VISCACEAE        | <i>Viscum</i>      | <i>Viscum capense</i>            |                  |  |
| ZYGOPHYLLACEAE   | <i>Zygophyllum</i> | <i>Zygophyllum flexuosum</i>     |                  |  |
| ZYGOPHYLLACEAE   | <i>Zygophyllum</i> | <i>Zygophyllum morsana</i>       |                  |  |
| ZYGOPHYLLACEAE   | <i>Zygophyllum</i> | <i>Zygophyllum sessilifolium</i> |                  |  |

**APPENDIX C2: MAMMAL SPECIES LIST OF TABLE BAY NATURE RESERVE (31 SPECIES)**

| Family           | Genus                | Species Name                    | Common Name                        | Threatened Status    |
|------------------|----------------------|---------------------------------|------------------------------------|----------------------|
| BATHYERGIDAE     | <i>Bathyergus</i>    | <i>Bathyergus suillus</i>       | Cape Dune Molerat                  | Least Concern (LC)   |
| BATHYERGIDAE     | <i>Cryptomys</i>     | <i>Cryptomys hottentotus</i>    | Common Molerat                     | Least Concern (LC)   |
| BATHYERGIDAE     | <i>Georchus</i>      | <i>Georchus capensis</i>        | Cape Molerat                       | Least Concern (LC)   |
| BOVIDAE          | <i>Raphicerus</i>    | <i>Raphicerus campestris</i>    | Steenbok                           | Least Concern (LC)   |
| BOVIDAE          | <i>Raphicerus</i>    | <i>Raphicerus melanotis</i>     | Cape Grysbok                       | Least Concern (LC)   |
| BOVIDAE          | <i>Sylvicapra</i>    | <i>Sylvicapra grimmia</i>       | Common Duiker                      | Least Concern (LC)   |
| CANIDAE          | <i>Canis lupus</i>   | <i>Canis lupus familiaris</i>   | Domestic dog                       |                      |
| CANIDAE          | <i>Vulpes</i>        | <i>Vulpes chama</i>             | Cape Fox                           | Least Concern (LC)   |
| CHRYSOCHLORIDAE  | <i>Cryptochloris</i> | <i>Cryptochloris asiatica</i>   | Cape Golden Mole                   | Data Deficient (DDD) |
| FELIDAE          | <i>Felis</i>         | <i>Felis silvestris catus</i>   | Domestic cat                       |                      |
| FELIDAE          | <i>Felis</i>         | <i>Felis caracal</i>            | Caracal                            | Least Concern (LC)   |
| HERPESTIDAE      | <i>Atilax</i>        | <i>Atilax paludinosus</i>       | Water Mongoose                     | Least Concern (LC)   |
| HERPESTIDAE      | <i>Cynictis</i>      | <i>Cynictis penicillata</i>     | Yellow Mongoose                    | Least Concern (LC)   |
| HERPESTIDAE      | <i>Galerella</i>     | <i>Galerella pulverulenta</i>   | Small Grey Mongoose                | Least Concern (LC)   |
| HERPESTIDAE      | <i>Herpestes</i>     | <i>Herpestes ichneumon</i>      | Large Grey Mongoose                | Least Concern (LC)   |
| HYSTRICIDAE      | <i>Hystrix</i>       | <i>Hystrix africaeaustralis</i> | Porcupine                          | Least Concern (LC)   |
| LEPORIDAE        | <i>Lepus</i>         | <i>Lepus capensis</i>           | Cape Hare                          | Least Concern (LC)   |
| LEPORIDAE        | <i>Lepus</i>         | <i>Lepus saxatilis</i>          | Scrub Hare                         | Least Concern (LC)   |
| MURIDAE          | <i>Dendromus</i>     | <i>Dendromus melanotis</i>      | Grey Climbing Mouse                | Least Concern (LC)   |
| MURIDAE          | <i>Mus</i>           | <i>Mus musculus</i>             | House Mouse                        |                      |
| MURIDAE          | <i>Otomys</i>        | <i>Otomys irroratus</i>         | Vlei Rat                           | Least Concern (LC)   |
| MURIDAE          | <i>Otomys</i>        | <i>Otomys unisulcatus</i>       | Bush Karoo Rat                     | Least Concern (LC)   |
| MURIDAE          | <i>Rattus</i>        | <i>Rattus rattus</i>            | House Rat, Black Rat               | Not Evaluated (NE)   |
| MURIDAE          | <i>Rhabdomys</i>     | <i>Rhabdomys pumilio</i>        | Striped Mouse, Striped Field Mouse | Least Concern (LC)   |
| MURIDAE          | <i>Tatera</i>        | <i>Tatera afra</i>              | Cape Gerbil                        | Least Concern (LC)   |
| MURIDAE          | <i>Mus</i>           | <i>Mus indutus</i>              | Desert Pygmy Mouse                 | Least Concern (LC)   |
| MUSTELIDAE       | <i>Aonyx</i>         | <i>Aonyx capensis</i>           | Cape Clawless Otter                | Least Concern (LC)   |
| SORICIDAE        | <i>Myosorex</i>      | <i>Myosorex varius</i>          | Forest Shrew                       | Data Deficient (DDD) |
| VESPERTILIONIDAE | <i>Eptesicus</i>     | <i>Eptesicus capensis</i>       | Cape Serotine Bat                  | Least Concern (LC)   |
| VIVERIDAE        | <i>Genetta</i>       | <i>Genetta genetta</i>          | Smallspotted Genet                 | Least Concern (LC)   |
| VIVERIDAE        | <i>Genetta</i>       | <i>Genetta tigrina</i>          | Large-spotted Genet                | Least Concern (LC)   |

**APPENDIX C3: BIRD SPECIES LIST OF TABLE BAY NATURE RESERVE (196 SPECIES)**

| Family        | Genus                | Species Name                   | Common Name                    | Threatened Status    |
|---------------|----------------------|--------------------------------|--------------------------------|----------------------|
| ACCIPITRIDAE  | <i>Buteo</i>         | <i>Buteo rufofuscus</i>        | Jackal Buzzard                 |                      |
| ACCIPITRIDAE  | <i>Buteo</i>         | <i>Buteo vulpinus</i>          | Steppe Buzzard                 |                      |
| ACCIPITRIDAE  | <i>Circus</i>        | <i>Circus ranivorus</i>        | African Marsh-Harrier          | Vulnerable (VU)      |
| ACCIPITRIDAE  | <i>Elanus</i>        | <i>Elanus caeruleus</i>        | Black-shouldered Kite          |                      |
| ACCIPITRIDAE  | <i>Haliaeetus</i>    | <i>Haliaeetus vocifer</i>      | African Fish-Eagle             |                      |
| ACCIPITRIDAE  | <i>Milvus</i>        | <i>Milvus migrans</i>          | Black Kite, Yellow-billed Kite |                      |
| ACCIPITRIDAE  | <i>Accipiter</i>     | <i>Accipiter melanoleucus</i>  | Black Sparrowhawk              |                      |
| ALAUDIDAE     | <i>Calandrella</i>   | <i>Calandrella cinerea</i>     | Red-capped Lark                |                      |
| ALCEDINIDAE   | <i>Alcedo</i>        | <i>Alcedo cristata</i>         | Malachite Kingfisher           |                      |
| ANATIDAE      | <i>Alopochen</i>     | <i>Alopochen aegyptiacus</i>   | Egyptian Goose, Kolgans        |                      |
| ANATIDAE      | <i>Anas</i>          | <i>Anas capensis</i>           | Cape Teal                      |                      |
| ANATIDAE      | <i>Anas</i>          | <i>Anas erythrorhyncha</i>     | Red-billed Teal                |                      |
| ANATIDAE      | <i>Anas</i>          | <i>Anas platyrhynchos</i>      | Mallard                        |                      |
| ANATIDAE      | <i>Anas</i>          | <i>Anas smithii</i>            | Cape Shoveler                  |                      |
| ANATIDAE      | <i>Anas</i>          | <i>Anas sparsa</i>             | African Black Duck             |                      |
| ANATIDAE      | <i>Anas</i>          | <i>Anas undulata</i>           | Yellow-billed Duck             |                      |
| ANATIDAE      | <i>Plectropterus</i> | <i>Plectropterus gambensis</i> | Spur-winged Goose              |                      |
| ANATIDAE      | <i>Anas</i>          | <i>Anas hottentota</i>         | Hottentot Teal                 |                      |
| ANATIDAE      | <i>Netta</i>         | <i>Netta erythrophthalma</i>   | Southern Pochard               |                      |
| ANATIDAE      | <i>Oxyura</i>        | <i>Oxyura maccoa</i>           | Maccoa Duck                    | Near Threatened (NT) |
| ANATIDAE      | <i>Sarkidiornis</i>  | <i>Sarkidiornis melanotos</i>  | Comb Duck                      |                      |
| ANATIDAE      | <i>Tadorna</i>       | <i>Tadorna cana</i>            | South African Shelduck         |                      |
| ANHINGIDAE    | <i>Anhinga</i>       | <i>Anhinga rufa</i>            | African Darter                 |                      |
| APODIDAE      | <i>Apus</i>          | <i>Apus affinis</i>            | Little Swift                   |                      |
| APODIDAE      | <i>Apus</i>          | <i>Apus barbatus</i>           | African Black Swift            |                      |
| APODIDAE      | <i>Apus</i>          | <i>Apus caffer</i>             | White-rumped Swift             |                      |
| APODIDAE      | <i>Tachymarpis</i>   | <i>Tachymarpis melba</i>       | Alpine Swift                   |                      |
| ARDEIDAE      | <i>Ardea</i>         | <i>Ardea cinerea</i>           | Grey Heron                     |                      |
| ARDEIDAE      | <i>Ardea</i>         | <i>Ardea melanocephala</i>     | Black-headed Heron             |                      |
| ARDEIDAE      | <i>Ardea</i>         | <i>Ardea purpurea</i>          | Purple Heron                   |                      |
| ARDEIDAE      | <i>Bubulcus</i>      | <i>Bubulcus ibis</i>           | Cattle Egret                   |                      |
| ARDEIDAE      | <i>Egretta</i>       | <i>Egretta garzetta</i>        | Little Egret                   |                      |
| ARDEIDAE      | <i>Egretta</i>       | <i>Egretta intermedia</i>      | Yellow-billed Egret            |                      |
| ARDEIDAE      | <i>Ixobrychus</i>    | <i>Ixobrychus minutus</i>      | Little Bittern                 |                      |
| ARDEIDAE      | <i>Nycticorax</i>    | <i>Nycticorax nycticorax</i>   | Black-crowned Night-Heron      |                      |
| ARDEIDAE      | <i>Ardea</i>         | <i>Ardea goliath</i>           | Goliath Heron                  |                      |
| ARDEIDAE      | <i>Egretta</i>       | <i>Egretta alba</i>            | Great Egret                    |                      |
| CAPRIMULGIDAE | <i>Caprimulgus</i>   | <i>Caprimulgus pectoralis</i>  | Fiery-necked Nightjar          |                      |
| CENTROPODIDAE | <i>Centropus</i>     | <i>Centropus burchellii</i>    | Burchell's Coucal              |                      |
| CERYLIDAE     | <i>Ceryle</i>        | <i>Ceryle rudis</i>            | Pied Kingfisher                |                      |
| CERYLIDAE     | <i>Megaceryle</i>    | <i>Megaceryle maximus</i>      | Giant Kingfisher               |                      |

|                |                     |                                  |                                       |                      |
|----------------|---------------------|----------------------------------|---------------------------------------|----------------------|
| CHARADRIIDAE   | <i>Charadrius</i>   | <i>Charadrius tricollaris</i>    | Three-banded Plover                   |                      |
| CHARADRIIDAE   | <i>Vanellus</i>     | <i>Vanellus armatus</i>          | Blacksmith Lapwing, Blacksmith Plover |                      |
| CHARADRIIDAE   | <i>Charadrius</i>   | <i>Charadrius pecuarius</i>      | Kittlitz's Plover                     |                      |
| CHARADRIIDAE   | <i>Vanellus</i>     | <i>Vanellus coronatus</i>        | Crowned Lapwing                       |                      |
| CHARADRIIDAE   | <i>Charadrius</i>   | <i>Charadrius hiaticula</i>      | Common Ringed Plover                  |                      |
| CHARADRIIDAE   | <i>Charadrius</i>   | <i>Charadrius marginatus</i>     | White-fronted Plover                  |                      |
| CHARADRIIDAE   | <i>Charadrius</i>   | <i>Charadrius pallidus</i>       | Chestnut-banded Plover                | Near Threatened (NT) |
| CHARADRIIDAE   | <i>Pluvialis</i>    | <i>Pluvialis squatarola</i>      | Grey Plover                           |                      |
| CHIONIDAE      | <i>Burhinus</i>     | <i>Burhinus capensis</i>         | Spotted Thick-knee, Spotted Dikkop    |                      |
| CHIONIDAE      | <i>Burhinus</i>     | <i>Burhinus vermiculatus</i>     | Water Thick-knee, Water Dikkop        |                      |
| CICONIIDAE     | <i>Ciconia</i>      | <i>Ciconia ciconia</i>           | White Stork                           |                      |
| CICONIIDAE     | <i>Ciconia</i>      | <i>Ciconia nigra</i>             | Black Stork                           | Near Threatened (NT) |
| CICONIIDAE     | <i>Mycteria</i>     | <i>Mycteria ibis</i>             | Yellow-billed Stork                   |                      |
| CISTICOLIDAE   | <i>Apalis</i>       | <i>Apalis thoracica</i>          | Bar-throated Apalis                   |                      |
| CISTICOLIDAE   | <i>Cisticola</i>    | <i>Cisticola tinniens</i>        | Levaillant's Cisticola                |                      |
| CISTICOLIDAE   | <i>Prinia</i>       | <i>Prinia maculosa</i>           | Karoo Prinia                          |                      |
| CISTICOLIDAE   | <i>Cisticola</i>    | <i>Cisticola juncidis</i>        | Zitting Cisticola                     |                      |
| CISTICOLIDAE   | <i>Cisticola</i>    | <i>Cisticola subruficapilla</i>  | Grey-backed Cisticola                 |                      |
| CISTICOLIDAE   | <i>Cisticola</i>    | <i>Cisticola textrix</i>         | Cloud Cisticola                       |                      |
| COLIIDAE       | <i>Colius</i>       | <i>Colius colius</i>             | White-backed Mousebird                |                      |
| COLIIDAE       | <i>Colius</i>       | <i>Colius striatus</i>           | Speckled Mousebird                    |                      |
| COLIIDAE       | <i>Urocolius</i>    | <i>Urocolius indicus</i>         | Red-faced Mousebird                   |                      |
| COLUMBIDAE     | <i>Columba</i>      | <i>Columba livia</i>             | Feral Pigeon, Rock Dove               |                      |
| COLUMBIDAE     | <i>Oena</i>         | <i>Oena capensis</i>             | Namaqua Dove                          |                      |
| COLUMBIDAE     | <i>Streptopelia</i> | <i>Streptopelia capicola</i>     | Cape Turtle-Dove                      |                      |
| COLUMBIDAE     | <i>Streptopelia</i> | <i>Streptopelia semitorquata</i> | Red-eyed Dove                         |                      |
| COLUMBIDAE     | <i>Streptopelia</i> | <i>Streptopelia senegalensis</i> | Lag Duif, Laughing Dove               |                      |
| COLUMBIDAE     | <i>Columba</i>      | <i>Columba guinea</i>            | Speckled Pigeon                       |                      |
| CORVIDAE       | <i>Corvus</i>       | <i>Corvus albus</i>              | Pied Crow                             |                      |
| CORVIDAE       | <i>Corvus</i>       | <i>Corvus splendens</i>          | Indian House Crow                     |                      |
| CORVIDAE       | <i>Corvus</i>       | <i>Corvus albicollis</i>         | White-necked Raven                    |                      |
| CUCULIDAE      | <i>Chrysococcyx</i> | <i>Chrysococcyx caprius</i>      | Diderick Cuckoo                       |                      |
| CUCULIDAE      | <i>Chrysococcyx</i> | <i>Chrysococcyx klaas</i>        | Klaas's Cuckoo                        |                      |
| CUCULIDAE      | <i>Clamator</i>     | <i>Clamator jacobinus</i>        | Jacobin Cuckoo                        |                      |
| DENDROCYGNIDAE | <i>Dendrocygna</i>  | <i>Dendrocygna viduata</i>       | White-faced Duck                      |                      |
| DENDROCYGNIDAE | <i>Thalassornis</i> | <i>Thalassornis leuconotus</i>   | White-backed Duck                     |                      |
| DENDROCYGNIDAE | <i>Dendrocygna</i>  | <i>Dendrocygna bicolor</i>       | Fulvous Duck                          |                      |
| ESTRILDIDAE    | <i>Estrilda</i>     | <i>Estrilda astrild</i>          | Common Waxbill                        |                      |
| FALCONIDAE     | <i>Falco</i>        | <i>Falco biarmicus</i>           | Lanner Falcon                         | Near Threatened (NT) |
| FALCONIDAE     | <i>Falco</i>        | <i>Falco rupicolus</i>           | Rock Kestrel                          |                      |
| FALCONIDAE     | <i>Falco</i>        | <i>Falco peregrinus</i>          | Peregrine Falcon                      | Near Threatened (NT) |
| FRINGILLIDAE   | <i>Serinus</i>      | <i>Serinus canicollis</i>        | Cape Canary                           |                      |
| FRINGILLIDAE   | <i>Crithagra</i>    | <i>Crithagra flaviventris</i>    | Yellow Canary                         |                      |
| FRINGILLIDAE   | <i>Emberiza</i>     | <i>Emberiza capensis</i>         | Cape Bunting                          |                      |

|                |                        |                                   |                                  |                      |
|----------------|------------------------|-----------------------------------|----------------------------------|----------------------|
| FRINGILLIDAE   | <i>Crithagra</i>       | <i>Crithagra albogularis</i>      | White-throated Canary            |                      |
| FRINGILLIDAE   | <i>Crithagra</i>       | <i>Crithagra sulphuratus</i>      | Brimstone Canary                 |                      |
| GRUIDAE        | <i>Anthropoides</i>    | <i>Anthropoides paradiseus</i>    | Blue Crane                       | Vulnerable (VU)      |
| HAEMATOPODIDAE | <i>Haematopus</i>      | <i>Haematopus moquini</i>         | African Black Oystercatcher      | Near Threatened (NT) |
| HELIORNITHIDAE | <i>Fulica cristata</i> | <i>Fulica cristata</i>            | Red-knobbed Coot                 |                      |
| HELIORNITHIDAE | <i>Gallinula</i>       | <i>Gallinula chloropus</i>        | Common Moorhen                   |                      |
| HELIORNITHIDAE | <i>Porphyrio</i>       | <i>Porphyrio madagascariensis</i> | African Purple Swampphen         |                      |
| HIRUNDINIDAE   | <i>Hirundo</i>         | <i>Hirundo albicularis</i>        | White-throated Swallow           |                      |
| HIRUNDINIDAE   | <i>Hirundo</i>         | <i>Hirundo cucullata</i>          | Greater Striped Swallow          |                      |
| HIRUNDINIDAE   | <i>Hirundo</i>         | <i>Hirundo dimidiata</i>          | Pearl-breasted Swallow           |                      |
| HIRUNDINIDAE   | <i>Hirundo</i>         | <i>Hirundo rustica</i>            | Barn Swallow                     |                      |
| HIRUNDINIDAE   | <i>Riparia</i>         | <i>Riparia paludicola</i>         | Brown-throated Martin            |                      |
| HIRUNDINIDAE   | <i>Delichon</i>        | <i>Delichon urbicum</i>           | Common House-Martin              |                      |
| HIRUNDINIDAE   | <i>Hirundo</i>         | <i>Hirundo fuligula</i>           | Rock Martin                      |                      |
| HIRUNDINIDAE   | <i>Riparia</i>         | <i>Riparia cincta</i>             | Banded Martin                    |                      |
| HIRUNDINIDAE   | <i>Hirundo</i>         | <i>Hirundo spilodera</i>          | South African Cliff-Swallow      |                      |
| INDICATORIDAE  | <i>Indicator</i>       | <i>Indicator indicator</i>        | Greater Honeyguide               |                      |
| LANIIDAE       | <i>Lanius</i>          | <i>Lanius collaris</i>            | Common Fiscal, Fiscal Shrike     |                      |
| LARIDAE        | <i>Larus</i>           | <i>Larus cirrocephalus</i>        | Grey-headed Gull                 |                      |
| LARIDAE        | <i>Larus</i>           | <i>Larus dominicanus</i>          | Kelp Gull                        |                      |
| LARIDAE        | <i>Larus</i>           | <i>Larus hartlaubii</i>           | Hartlaub's Gull                  |                      |
| LARIDAE        | <i>Chlidonias</i>      | <i>Chlidonias hybrida</i>         | Whiskered Tern                   |                      |
| LARIDAE        | <i>Chlidonias</i>      | <i>Chlidonias leucopterus</i>     | White-winged Tern                |                      |
| LARIDAE        | <i>Sterna</i>          | <i>Sterna balaenarum</i>          | Damara Tern                      | Near Threatened (NT) |
| LARIDAE        | <i>Sterna</i>          | <i>Sterna bergii</i>              | Swift Tern                       |                      |
| LARIDAE        | <i>Sterna</i>          | <i>Sterna caspia</i>              | Caspian Tern                     | Near Threatened (NT) |
| LARIDAE        | <i>Sterna</i>          | <i>Sterna hirundo</i>             | Common Tern                      |                      |
| LARIDAE        | <i>Sterna</i>          | <i>Sterna sandvicensis</i>        | Sandwich Tern                    |                      |
| LARIDAE        | <i>Sterna</i>          | <i>Sterna vittata</i>             | Antarctic Tern                   |                      |
| LYBIIDAE       | <i>Tricholaema</i>     | <i>Tricholaema leucomelas</i>     | Acacia Pied Barbet               |                      |
| MEROPIIDAE     | <i>Merops</i>          | <i>Merops apiaster</i>            | European Bee-eater               |                      |
| MONARCHIDAE    | <i>Laniarius</i>       | <i>Laniarius ferrugineus</i>      | Southern Boubou                  |                      |
| MONARCHIDAE    | <i>Telophorus</i>      | <i>Telophorus zeylonus</i>        | Bokmakierie                      |                      |
| MOTACILLINAE   | <i>Anthus</i>          | <i>Anthus cinnamomeus</i>         | African Pipit                    |                      |
| MOTACILLINAE   | <i>Macronyx</i>        | <i>Macronyx capensis</i>          | Cape Longclaw                    |                      |
| MOTACILLINAE   | <i>Motacilla</i>       | <i>Motacilla capensis</i>         | Cape Wagtail                     |                      |
| MUSCICAPIDAE   | <i>Cossypha</i>        | <i>Cossypha caffra</i>            | Cape Robin-Chat                  |                      |
| MUSCICAPIDAE   | <i>Saxicola</i>        | <i>Saxicola torquatus</i>         | African Stonechat                |                      |
| MUSCICAPIDAE   | <i>Sigelus</i>         | <i>Sigelus silens</i>             | Fiscal Flycatcher                |                      |
| MUSCICAPIDAE   | <i>Turdus</i>          | <i>Turdus olivaceus</i>           | Olive Thrush                     |                      |
| MUSCICAPIDAE   | <i>Cercomela</i>       | <i>Cercomela familiaris</i>       | Familiar Chat                    |                      |
| MUSCICAPIDAE   | <i>Cercotrichas</i>    | <i>Cercotrichas coryphoeus</i>    | Karoo Scrub-Robin                |                      |
| MUSCICAPIDAE   | <i>Oenanthe</i>        | <i>Oenanthe pileata</i>           | Capped Wheatear                  |                      |
| NECTARINIIDAE  | <i>Cinnyris</i>        | <i>Cinnyris chalybeus</i>         | Southern Double-collared Sunbird |                      |

|                   |                       |                                |                                  |                      |
|-------------------|-----------------------|--------------------------------|----------------------------------|----------------------|
| NECTARINIIDAE     | <i>Nectarinia</i>     | <i>Nectarinia famosa</i>       | Malachite Sunbird                |                      |
| PASSERIDAE        | <i>Passer</i>         | <i>Passer melanurus</i>        | Cape Sparrow                     |                      |
| PASSERIDAE        | <i>Passer</i>         | <i>Passer domesticus</i>       | House Sparrow                    |                      |
| PASSERIDAE        | <i>Passer</i>         | <i>Passer diffusus</i>         | Southern Grey-headed Sparrow     |                      |
| PELECANIDAE       | <i>Pelecanus</i>      | <i>Pelecanus onocrotalus</i>   | Great White Pelican, Wit Pelikan | Near Threatened (NT) |
| PHALACROCORACIDAE | <i>Phalacrocorax</i>  | <i>Phalacrocorax africanus</i> | Reed Cormorant                   |                      |
| PHALACROCORACIDAE | <i>Phalacrocorax</i>  | <i>Phalacrocorax capensis</i>  | Cape Cormorant                   | Near Threatened (NT) |
| PHALACROCORACIDAE | <i>Phalacrocorax</i>  | <i>Phalacrocorax lucidus</i>   | White-breasted Cormorant         |                      |
| PHALACROCORACIDAE | <i>Phalacrocorax</i>  | <i>Phalacrocorax coronatus</i> | Crowned Cormorant                | Near Threatened (NT) |
| PHASIANIDAE       | <i>Numida</i>         | <i>Numida meleagris</i>        | Helmeted Guineafowl              |                      |
| PHASIANIDAE       | <i>Pternistis</i>     | <i>Pternistis capensis</i>     | Cape Spurfowl                    |                      |
| PHASIANIDAE       | <i>Scleroptila</i>    | <i>Scleroptila africanus</i>   | Grey-winged Francolin            |                      |
| PHASIANIDAE       | <i>Coturnix</i>       | <i>Coturnix coturnix</i>       | Common Quail                     |                      |
| PHOENICOPTERIDAE  | <i>Phoenicopterus</i> | <i>Phoenicopterus minor</i>    | Lesser Flamingo                  | Near Threatened (NT) |
| PHOENICOPTERIDAE  | <i>Phoenicopterus</i> | <i>Phoenicopterus ruber</i>    | Greater Flamingo                 | Near Threatened (NT) |
| PLOCEIDAE         | <i>Euplectes</i>      | <i>Euplectes capensis</i>      | Yellow Bishop                    |                      |
| PLOCEIDAE         | <i>Euplectes</i>      | <i>Euplectes orix</i>          | Southern Red Bishop              |                      |
| PLOCEIDAE         | <i>Ploceus</i>        | <i>Ploceus capensis</i>        | Cape Weaver                      |                      |
| PLOCEIDAE         | <i>Ploceus</i>        | <i>Ploceus velatus</i>         | Southern Masked-Weaver           |                      |
| PODICIPEDIDAE     | <i>Podiceps</i>       | <i>Podiceps cristatus</i>      | Great Crested Grebe              |                      |
| PODICIPEDIDAE     | <i>Podiceps</i>       | <i>Podiceps nigricollis</i>    | Black-necked Grebe               |                      |
| PODICIPEDIDAE     | <i>Tachybaptus</i>    | <i>Tachybaptus ruficollis</i>  | Little Grebe                     |                      |
| PYCNONOTIDAE      | <i>Pycnonotus</i>     | <i>Pycnonotus capensis</i>     | Cape Bulbul                      |                      |
| RALLIDAE          | <i>Amaurornis</i>     | <i>Amaurornis flavirostris</i> | Black Crake                      |                      |
| RALLIDAE          | <i>Sarothrura</i>     | <i>Sarothrura rufa</i>         | Red-chested Flufftail            |                      |
| RALLIDAE          | <i>Porzana</i>        | <i>Porzana pusilla</i>         | Baillon's Crake                  |                      |
| RALLIDAE          | <i>Rallus</i>         | <i>Rallus caerulescens</i>     | African Rail                     |                      |
| RECURVIROSTRIDAE  | <i>Himantopus</i>     | <i>Himantopus himantopus</i>   | Black-winged Stilt               |                      |
| RECURVIROSTRIDAE  | <i>Recurvirostra</i>  | <i>Recurvirostra avosetta</i>  | Pied Avocet                      |                      |
| ROSTRATULIDAE     | <i>Rostratula</i>     | <i>Rostratula benghalensis</i> | Greater Painted-snipe            | Near Threatened (NT) |
| SCOLOPACIDAE      | <i>Gallinago</i>      | <i>Gallinago nigripennis</i>   | African Snipe, Ethiopian Snipe   |                      |
| SCOLOPACIDAE      | <i>Philomachus</i>    | <i>Philomachus pugnax</i>      | Ruff                             |                      |
| SCOLOPACIDAE      | <i>Tringa</i>         | <i>Tringa nebularia</i>        | Common Greenshank                |                      |
| SCOLOPACIDAE      | <i>Tringa</i>         | <i>Tringa stagnatilis</i>      | Marsh Sandpiper                  |                      |
| SCOLOPACIDAE      | <i>Actitis</i>        | <i>Actitis hypoleucos</i>      | Common Sandpiper                 |                      |
| SCOLOPACIDAE      | <i>Arenaria</i>       | <i>Arenaria interpres</i>      | Ruddy Turnstone                  |                      |
| SCOLOPACIDAE      | <i>Calidris</i>       | <i>Calidris alba</i>           | Sanderling                       |                      |
| SCOLOPACIDAE      | <i>Calidris</i>       | <i>Calidris canutus</i>        | Red Knot                         |                      |
| SCOLOPACIDAE      | <i>Calidris</i>       | <i>Calidris ferruginea</i>     | Curlew Sandpiper                 |                      |
| SCOLOPACIDAE      | <i>Calidris</i>       | <i>Calidris melanotos</i>      | Pectoral Sandpiper               |                      |
| SCOLOPACIDAE      | <i>Calidris</i>       | <i>Calidris minuta</i>         | Little Stint                     |                      |
| SCOLOPACIDAE      | <i>Limosa</i>         | <i>Limosa lapponica</i>        | Bar-tailed Godwit                |                      |
| SCOLOPACIDAE      | <i>Numenius</i>       | <i>Numenius arquata</i>        | Eurasian Curlew                  |                      |
| SCOLOPACIDAE      | <i>Numenius</i>       | <i>Numenius phaeopus</i>       | Common Whimbrel                  |                      |

|                   |                      |                                    |                                    |  |
|-------------------|----------------------|------------------------------------|------------------------------------|--|
| SCOLOPACIDAE      | <i>Steganopus</i>    | <i>Steganopus tricolor</i>         | Wilson's Phalarope                 |  |
| SCOLOPACIDAE      | <i>Tringa</i>        | <i>Tringa glareola</i>             | Wood Sandpiper                     |  |
| SCOLOPACIDAE      | <i>Tringa</i>        | <i>Tringa totanus</i>              | Common Redshank                    |  |
| SCOPIDAE          | <i>Scopus</i>        | <i>Scopus umbretta</i>             | Hamerkop                           |  |
| STRIGIDAE         | <i>Bubo</i>          | <i>Bubo africanus</i>              | Spotted Eagle-Owl                  |  |
| STRIGIDAE         | <i>Asio</i>          | <i>Asio capensis</i>               | Marsh Owl                          |  |
| STURNIDAE         | <i>Onychognathus</i> | <i>Onychognathus morio</i>         | Red-winged Starling                |  |
| STURNIDAE         | <i>Sturnus</i>       | <i>Sturnus vulgaris</i>            | Common Starling, European Starling |  |
| STURNIDAE         | <i>Spreo</i>         | <i>Spreo bicolor</i>               | Pied Starling                      |  |
| SYLVIIDAE         | <i>Acrocephalus</i>  | <i>Acrocephalus baeticatus</i>     | African Reed-Warbler               |  |
| SYLVIIDAE         | <i>Acrocephalus</i>  | <i>Acrocephalus gracilirostris</i> | Lesser Swamp-Warbler               |  |
| SYLVIIDAE         | <i>Bradypterus</i>   | <i>Bradypterus baboecala</i>       | Little Rush-Warbler                |  |
| SYLVIIDAE         | <i>Sphenoeacus</i>   | <i>Sphenoeacus afer</i>            | Cape Grassbird                     |  |
| SYLVIIDAE         | <i>Parisoma</i>      | <i>Parisoma subcaeruleum</i>       | Chestnut-vented Tit-Babbler        |  |
| SYLVIIDAE         | <i>Phylloscopus</i>  | <i>Phylloscopus trochilus</i>      | Willow Warbler                     |  |
| THRESKIORNITHIDAE | <i>Bostrychia</i>    | <i>Bostrychia hagedash</i>         | Hadedda Ibis                       |  |
| THRESKIORNITHIDAE | <i>Platalea</i>      | <i>Platalea alba</i>               | African Spoonbill                  |  |
| THRESKIORNITHIDAE | <i>Plegadis</i>      | <i>Plegadis falcinellus</i>        | Glossy Ibis                        |  |
| THRESKIORNITHIDAE | <i>Threskiornis</i>  | <i>Threskiornis aethiopicus</i>    | African Sacred Ibis                |  |
| TYTONIDAE         | <i>Tyto</i>          | <i>Tyto alba</i>                   | Barn Owl                           |  |
| UPUPIDAE          | <i>Upupa</i>         | <i>Upupa africana</i>              | African Hoopoe                     |  |
| VIDUIDAE          | <i>Vidua</i>         | <i>Vidua macroura</i>              | Pin-tailed Whydah                  |  |
| ZOSTEROPIDAE      | <i>Zosterops</i>     | <i>Zosterops virens</i>            | Cape White-eye                     |  |

## APPENDIX C4: REPTILE SPECIES LIST OF TABLE BAY NATURE RESERVE (33 SPECIES)

| Family           | Genus                  | Species Name                        | Common Name                                                 | Threatened Status    |
|------------------|------------------------|-------------------------------------|-------------------------------------------------------------|----------------------|
| CHAMAELEONIDAE   | <i>Bradypodion</i>     | <i>Bradypodion pumilum</i>          | Cape Dwarf Chameleon                                        |                      |
| CHAMAELEONIDAE   | <i>Bradypodion</i>     | <i>Bradypodion occidentale</i>      | Namaqua Dwarf Chameleon                                     |                      |
| COLUBRIDAE       | <i>Psammophylax</i>    | <i>Psammophylax rhombeatus</i>      | Rhombic Skaapsteker                                         |                      |
| COLUBRIDAE       | <i>Crotaphopeltis</i>  | <i>Crotaphopeltis hotamboeia</i>    | Herald Snake                                                |                      |
| COLUBRIDAE       | <i>Dasypeltis</i>      | <i>Dasypeltis scabra</i>            | Common Eggeater                                             |                      |
| COLUBRIDAE       | <i>Dispholidus</i>     | <i>Dispholidus typus</i>            | Boomslang                                                   |                      |
| COLUBRIDAE       | <i>Duberria</i>        | <i>Duberria lutrix lutrix</i>       | Common Slugeater                                            |                      |
| COLUBRIDAE       | <i>Lamprophis</i>      | <i>Lamprophis aurora</i>            | Aurora House Snake                                          |                      |
| COLUBRIDAE       | <i>Lamprophis</i>      | <i>Lamprophis fuscus</i>            | Yellow-bellied House Snake, Yellowbellied House Snake       |                      |
| COLUBRIDAE       | <i>Lamprophis</i>      | <i>Lamprophis inornatus</i>         | Olive House Snake                                           |                      |
| COLUBRIDAE       | <i>Lycodonomorphus</i> | <i>Lycodonomorphus rufulus</i>      | Common Brown Water Snake                                    |                      |
| COLUBRIDAE       | <i>Psammophis</i>      | <i>Psammophis crucifer</i>          | Cross-marked Grass Snake, Crossmarked Grass Snake           |                      |
| COLUBRIDAE       | <i>Psammophis</i>      | <i>Psammophis leightoni</i>         | Cape Sand Snake                                             | Data Deficient (DDD) |
| COLUBRIDAE       | <i>Psammophis</i>      | <i>Psammophis notostictus</i>       | Karoo Sand Snake                                            |                      |
| COLUBRIDAE       | <i>Pseudaspis</i>      | <i>Pseudaspis cana</i>              | Mole Snake                                                  |                      |
| CORDYLIDAE       | <i>Chamaesaura</i>     | <i>Chamaesaura anguina</i>          | Cape Grass Lizard                                           |                      |
| ELAPIDAE         | <i>Homoroselaps</i>    | <i>Homoroselaps lacteus</i>         | Spotted Harlequin Snake                                     |                      |
| ELAPIDAE         | <i>Naja</i>            | <i>Naja nivea</i>                   | Cape Cobra                                                  |                      |
| GEKKONIDAE       | <i>Afrogecko</i>       | <i>Afrogecko porphyreus</i>         | Marbled Leaf-toed Gecko, Marbled Leaf-toed Gecko            |                      |
| GEKKONIDAE       | <i>Pachydactylus</i>   | <i>Pachydactylus geitje</i>         | Ocellated Thick-toed Gecko, Ocellated Thicktoed Gecko       |                      |
| GERRHOSAURIDAE   | <i>Gerrhosaurus</i>    | <i>Gerrhosaurus flavigularis</i>    | Yellow-throated Plated Lizard, Yellowthroated Plated Lizard |                      |
| LACERTIDAE       | <i>Meroles</i>         | <i>Meroles knoxii</i>               | Knox's Desert Lizard                                        |                      |
| LEPTOTYPHLOPIDAE | <i>Leptotyphlops</i>   | <i>Leptotyphlops nigricans</i>      | Black Thread Snake                                          |                      |
| PELOMEDUSIDAE    | <i>Pelomedusa</i>      | <i>Pelomedusa subrufa</i>           | Marsh Terrapin                                              |                      |
| SCINCIDAE        | <i>Acontias</i>        | <i>Acontias meleagris meleagris</i> | Cape Legless Skink                                          |                      |
| SCINCIDAE        | <i>Scelotes</i>        | <i>Scelotes bipes</i>               | Silvery Dwarf Burrowing Skink                               |                      |
| SCINCIDAE        | <i>Trachylepis</i>     | <i>Trachylepis capensis</i>         | Cape Skink                                                  |                      |
| SCINCIDAE        | <i>Typhlosaurus</i>    | <i>Typhlosaurus caecus</i>          | Cuvier's Blind Legless Skink                                |                      |
| SCINCIDAE        | <i>Trachylepis</i>     | <i>Trachylepis homalocephala</i>    | Red-sided Skink, Redsided Skink                             |                      |
| TESTUDINIDAE     | <i>Chersina</i>        | <i>Chersina angulata</i>            | Angulate Tortoise                                           |                      |
| TESTUDINIDAE     | <i>Homopus</i>         | <i>Homopus areolatus</i>            | Parrot-beaked Tortoise, Parrotbeaked Tortoise               |                      |
| TYPHLOPIDAE      | <i>Rhinotyphlops</i>   | <i>Rhinotyphlops lalandei</i>       | Delalande's Beaked Blind Snake, Delalande's Blind Snake     |                      |
| VIPERIDAE        | <i>Bitis</i>           | <i>Bitis armata</i>                 | Southern Adder                                              |                      |

**APPENDIX C5:            AMPHIBIAN SPECIES LIST OF TABLE BAY NATURE RESERVE (9 SPECIES)**

| <b>Family</b>            | <b>Genus</b>           | <b>Species Name</b>                | <b>Common Name</b>                                            | <b>Threatened Status</b> |
|--------------------------|------------------------|------------------------------------|---------------------------------------------------------------|--------------------------|
| BREVICEPTIDAE            | <i>Breviceps</i>       | <i>Breviceps rosei</i>             | Sand Rain Frog                                                |                          |
| BUFONIDAE                | <i>Vandijkophrynus</i> | <i>Vandijkophrynus angusticeps</i> | Sand Toad                                                     |                          |
| BUFONIDAE                | <i>Amietophrynus</i>   | <i>Amietophrynus pantherinus</i>   | August Toad, Panther Toad, Snoring Toad, Western Leopard Toad | Endangered (EN)          |
| BUFONIDAE                | <i>Amietophrynus</i>   | <i>Amietophrynus rangeri</i>       | Raucous Toad                                                  |                          |
| PIPIDAE                  | <i>Xenopus</i>         | <i>Xenopus laevis</i>              | Common Platanna                                               |                          |
| PYXICEPHALIDAE BONAPARTE | <i>Cacosternum</i>     | <i>Cacosternum platys</i>          | Caco sp., Flat Caco                                           |                          |
| PYXICEPHALIDAE BONAPARTE | <i>Strongylopus</i>    | <i>Strongylopus grayii grayii</i>  | Clicking Stream Frog                                          |                          |
| PYXICEPHALIDAE BONAPARTE | <i>Tomopterna</i>      | <i>Tomopterna delalandii</i>       | Cape Sand Frog                                                |                          |
| PYXICEPHALIDAE BONAPARTE | <i>Amietia</i>         | <i>Amietia fuscigula</i>           | Cape River Frog                                               |                          |

**APPENDIX C6: INSECT SPECIES LIST OF TABLE BAY NATURE RESERVE (14 SPECIES)**

| Family       | Genus                | Species Name                           | Common Name                                 | Threatened Status |
|--------------|----------------------|----------------------------------------|---------------------------------------------|-------------------|
| AESHNIDAE    | <i>Anax</i>          | <i>Anax imperator</i>                  | Blue Emperor                                |                   |
| LYCAENIDAE   | <i>Cacyreus</i>      | <i>Cacyreus marshalli</i>              | Common Geranium Bronze                      |                   |
| LYCAENIDAE   | <i>Colias</i>        | <i>Colias electo electo</i>            | African Clouded Yellow                      |                   |
| LIBELLULIDAE | <i>Crocothemis</i>   | <i>Crocothemis erythraea</i>           | Broad Scarlet                               |                   |
| LYCAENIDAE   | <i>Eichochrysops</i> | <i>Eichochrysops messapus messapus</i> | Cupreous Blue                               |                   |
| HESPERIIDAE  | <i>Gegenis</i>       | <i>Gegenis niso niso</i>               | Common Hottentot                            |                   |
| PAPILIONIDAE | <i>Papilio</i>       | <i>Papilio demodocus demodocus</i>     | Citrus Swallowtail                          |                   |
| PIERIDAE     | <i>Pieris</i>        | <i>Pieris brassicae</i>                | Cabbage White                               |                   |
| PIERIDAE     | <i>Pontia</i>        | <i>Pontia helice helice</i>            | Meadow white                                |                   |
| NYMPHALIDAE  | <i>Pseudonympha</i>  | <i>Pseudonympha magus</i>              | Silver- bottom Brown, silver bottomed brown |                   |
| LYCAENIDAE   | <i>Tarucus</i>       | <i>Tarucus thespis</i>                 | Vivid Blue                                  |                   |
| LIBELLULIDAE | <i>Tramea</i>        | <i>Tramea limbata</i>                  | Ferruginous Glider                          |                   |
| NYMPHALIDAE  | <i>Vanessa</i>       | <i>Vanessa cardui</i>                  | Painted lady                                |                   |
| SPHINGIDAE   | <i>Macroglossum</i>  | <i>Macroglossum trochilus</i>          | African Humming Bird Moth                   |                   |

**APPENDIX C7: FISH SPECIES LIST OF TABLE BAY NATURE RESERVE (14 SPECIES)**

| Family      | Genus                | Species Name                         | Common Name             | Threatened Status |
|-------------|----------------------|--------------------------------------|-------------------------|-------------------|
| ANABANTIDAE | <i>Sandelia</i>      | <i>Sandelia capensis</i>             | Cape Kurper             |                   |
| ANGUILLIDAE | <i>Anguilla</i>      | <i>Anguilla mossambica steinitzi</i> | Longfin eel             |                   |
| CICHLIDAE   | <i>Oreochromis</i>   | <i>Oreochromis mossambicus</i>       | Mozambique Tilapia      |                   |
| CICHLIDAE   | <i>Tilapia</i>       | <i>Tilapia sparrmanii</i>            | Banded Tilapia          |                   |
| CLARIIDAE   | <i>Clarias</i>       | <i>Clarias gariepinus</i>            | Sharp-tooth Catfish     |                   |
| CLUPEIDAE   | <i>Gilchristella</i> | <i>Gilchristella aestuaria</i>       | Estuarine Round Herring |                   |
| CYPRINIDAE  | <i>Cyprinus</i>      | <i>Cyprinus carpio</i>               | Carp                    |                   |
| GALAXIIDAE  | <i>Galaxias</i>      | <i>Galaxias zebratus</i>             | Cape Galaxia            |                   |
| GOBIIDAE    | <i>Caffrogobius</i>  | <i>Caffrogobius nudiceps</i>         | Barehead goby           |                   |
| MUGILIDAE   | <i>Liza</i>          | <i>Liza richardsonii</i>             | Southern mullet         |                   |
| MUGILIDAE   | <i>Mugil</i>         | <i>Mugil cephalus</i>                | Flathead mullet         |                   |
| POECILIIDAE | <i>Gambusia</i>      | <i>Gambusia affinis</i>              | Mosquito Fish           |                   |
| SPARIDAE    | <i>Lithognathus</i>  | <i>Lithognathus lithognathus</i>     | White steenbras         |                   |
| SPARIDAE    | <i>Rhabdosargus</i>  | <i>Rhabdosargus globiceps</i>        | White stumpnose         |                   |