NATIONAL PARK

GAZETTED NAME: MAPUNGUBWE NATIONAL PARK

GN 900/2004

Substitution of the name of "VhembeDongola National Park".

Definition of Area:

GN 490 / GG 18814 / 1998.04.09 declared the following land to be part of the park:

1. Farm Den Staat 27 MS (remainder), Registration Division MS, Northern Province, in extent 1 842,1763 hectares, as indicated on Diagram SG No. A1237/60

GN 339 / GG 21042 / 2000.04.07 declared the following land to be part of the park:

1. Farm Greefswald 37 MS, in extent 2 503,8386 hectares, situated in the District of Zoutpansberg, as described in Diagram SG No. A3456/1906.

GN 355 / GG 22231 / 2001.04.26 declared the following land to be part of the park:

1. Portion 1 of the Farm Riedel 48, Registration Division M.S., Northern Province, in extent 2569, 7720 hectares as described in Diagram SG No. A2781/43.

2. Portion 1 of the farm Balemo 18 MS, Limpopo Province, in extent 768, 6940 (Seven Six Eight Comma Six Nine Four Zero) hectare, held under Deed of Transfer T146928/2002

3. Portion 3 of the farm Tuscanen 17 MS, Limpopo Province, in extent 1301, 0380 (One Three Zero One Comma Zero Three Eight Zero) hectare, held under Deed of Transfer T154756/2000

4. Remainder of the farm Schroda 46 MS, Limpopo Province, in extent 929, 0942 (Nine Two Nine Comma Zero Nine Four Two) hectare, held under Deed of Transfer T37654/1990

5. Portion 4 of the farm Schroda 46 MS, Limpopo Province, in extent 929,0942 (Nine Two Nine Comma Zero Nine Four Two) hectare, held under Deed of Transfer T37654/1990

6. Portion 7 of the farm Schroda 46 MS, Limpopo Province, in extent 1295,4212 (One Two Nine Five Comma Four Two One Two) hectare, held under Deed of Transfer T25629/1990

7. Portion 8 of the farm Schroda 46 MS, Limpopo Province, in extent 419, 9119 (Four One Nine Comma Nine One One Nine) hectare, held under Deed of Transfer T47452/1990.

GN 902 / GG 26615 / 2004.07.30 declared the following land to be part of the park:

1. Portion 2 of the Farm Hamilton 41, M.S Registration Division, Limpopo Province, in extent 65,1140 hectares, held under Title Deed T5669/20040623

2. The Remaining extent of the Farm Hamilton 41, M.S Registration Division, Limpopo Province, in extent 359,4617 hectare, held under Title Deed T5669/20040623

3. Portion 3 of the Farm Tuscanen No. 17, M.S Registration Division, Limpopo Province, in extent 1301,0380 hectare, held under Title Deed T154756/2000.

GN 1494 / GG 25562 / 2003.10.17 declared the following land to be part of the park:

GN 961 / GG 28083 / 20051007 corrected GN 1494/2003

1. Portion 1 of the farm Balemo 18 MS, Limpopo Province, in extent 768,6940 (Seven Six Eight Comma Six Nine Four Zero) hectare, held under Deed of Transfer T146928/2002

2. Remainder of the farm Schroda 46 MS, Limpopo Province, in extent 929,0942 (Nine Two Nine Comma Zero Nine Four Two) hectare, held under Deed of Transfer T37654/1990

For corrections or additional declarations please e-mail: <u>PACA-Queries@environment.gov.za</u>

3. Portion 4 of the farm Schroda 46 MS, Limpopo Province, in extent 929,0942 (Nine Two Nine Comma Zero Nine Four Two) hectare, held under Deed of Transfer T37654/1990

4. Portion 7 of the farm Schroda 46 MS, Limpopo Province, in extent 1295,4212 (One Two Nine Five Comma Four Two One Two) hectare, held under Deed of Transfer T25629/1990

5. Portion 8 of the farm Schroda 46 MS, Limpopo Province, in extent 419,9119 (Four One Nine Comma Nine One One Nine) hectare, held under Deed of Transfer T47452/1990

[Definition amended by GN/98, GN 339/2000, GN 355/2001, GN 902/2004 and GN 1494/2003 as corrected by GN 961/2005]

GN1056 / GG 31461 / 2008.10.03 declared the following land to be part of the park:

1. Portion 1 of the Farm Janberry No. 44, MS Registration Division, Limpopo Province, measuring 755, 5492 hectares in extent and held by Title Deed No. T3014/2005;

2. Remainder of the farm Samaria 28, MS Registration Division, Limpopo Province, measuring 431, 9858 hectares in extent and held by Title Deed No. T141762/2004;

3. Portion 3 of the farm Samaria 28, MS Registration Division, Limpopo province, measuring 431, 9858 hectares in extent and held by Title Deed No. T141762/ 2004;

4. Portion 3 of the Farm Welton 16, MS Registration Division, Limpopo Province, measuring 708, 0486 hectares in extent and held by Title Deed No. T103662/1997 and T46309/1998.

GN236/GG36295/2013.03.27



GOVERNMENT GAZETTE, 27 MARCH 2013

Farm Greefswald 37 MS, in extent 2 503,8386 hectares, situated in the District of Zoutpansberg, as described in Diagram SG No. A3456/1906.

GN 355 / GG 22231 / 20010426 declared the following land to be part of the park:

Portion 1 of the Farm Riedel 48, Registration Division M.S., Northern Province, in extent 2569,7720 hectares as described in Diagram SG No. A2781/43.

Portion 1 of the farm Balemo 18 MS, Limpopo Province, in extent 768,6940 (Seven Six Eight Comma Six Nine Four Zero) hectare, held under Deed of Transfer T146928/2002

Portion 3 of the farm Tuscanen 17 MS, Limpopo Province, in extent 1301,0380 (One Three Zero One Comma Zero Three Eight Zero) hectare, held under Deed of Transfer T154756/2000

Remainder of the farm Schroda 46 MS, Limpopo Province, in extent 929,0942 (Nine Two Nine Comma Zero Nine Four Two) hectare, held under Deed of Transfer T37654/1990

Portion 4 of the farm Schroda 46 MS, Limpopo Province, in extent 929,0942 (Nine Two Nine Comma Zero Nine Four Two) hectare, held under Deed of Transfer T37654/1990

Portion 7 of the farm Schroda 46 MS, Limpopo Province, in extent 1295,4212 (One Two Nine Five Comma Four Two One Two) hectare, held under Deed of Transfer T25629/1990

Portion 8 of the farm Schroda 46 MS, Limpopo Province, in extent 419,9119 (Four One Nine Comma Nine One One Nine) hectare, held under Deed of Transfer T47452/1990.

GN 902 / GG 26615 / 20040730 declared the following land to be part of the park:

Portion 2 of the Farm Hamilton 41, M.S Registration Division, Limpopo Province, in extent 65,1140 hectares, held under Title Deed T5669/2004-06-23

The Remaining extent of the Farm Hamilton 41, M.S Registration Division, Limpopo Province, in extent 359,4617 hectare, held under Title Deed T5669/2004-06-23

Portion 3 of the Farm Tuscanen No. 17, M.S Registration Division, Limpopo Province, in extent 1301,0380 hectare, held under Title Deed T154756/2000

GN 1494 / GG 25562 / 20031017 declared the following land to be part of the park:

GN 961 / GG 28083 / 20051007 corrected GN 1494/2003

Portion 1 of the farm Balemo 18 MS, Limpopo Province, in extent 768,6940 (Seven Six Eight Comma Six Nine Four Zero) hectare, held under Deed of Transfer T146928/2002

Remainder of the farm Schroda 46 MS, Limpopo Province, in extent 929,0942 (Nine Two Nine Comma Zero Nine Four Two) hectare, held under Deed of Transfer T37654/1990

Portion 4 of the farm Schroda 46 MS, Limpopo Province, in extent 929,0942 (Nine Two Nine Comma Zero Nine Four Two) hectare, held under Deed of Transfer T37654/1990

Portion 7 of the farm Schroda 46 MS, Limpopo Province, in extent 1295,4212 (One Two Nine Five Comma Four Two One Two) hectare, held under Deed of Transfer T25629/1990

Portion 8 of the farm Schroda 46 MS, Limpopo Province, in extent 419,9119 (Four One Nine Comma Nine One One Nine) hectare, held under Deed of Transfer T47452/1990

[Definition amended by GN/98, GN 339/2000, GN 355/2001, GN 902/2004 and GN 1494/2003 as corrected by GN 961/2005]

Gazettes follow below.

For corrections or additional declarations please e-mail: PACA-Queries@environment.gov.za

322-1231

REPUBLIC OF SOUTH AFRICA



REPUBLIEK VAN SUID-AFRIKA

Government Gazette Staatskoerant

Vol. 394

PRETORIA, 9 APRIL 1998

No. 18814

GOVERNMENT NOTICES GOEWERMENTSKENNISGEWINGS

DEPARTMENT OF ENVIRONMENTAL AFFAIRS AND TOURISM DEPARTEMENT VAN OMGEWINGSAKE EN TOERISME

No, 490

9 April 1998

DECLARATION OF LAND IN TERMS OF THE NATIONAL PARKS ACT, 1976 (ACT No. 57 OF 1976), TO BE PART OF THE VHEMBE/DONGOLA NATIONAL PARK

I. Zweledinga Pallo Jordaan, Minister of Environmental Affairs and Tourism, hereby declate by virtue of the powers vested in me by section 2D (1) (a) of the National Parks Act, 1976 (Act No. 57 of 1976), after consultation with the Minister of Minerals and Energy and subject to the agreement between the S.A. National Parks and the owner of the land defined in the Schedule, the mentioned land to be part of the Vhembe/Dongola National Park.

Z. P. JORDAN

Minister of Environmental Affairs and Tourism

SCHEDULE

Farm Den Staat 27 MS (remainder), Registration Division MS, Northern Province, in extent 1 842,1763 hectares, as Indicated on Diagram SG No. A1237/60

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18814---1

VERKLARING VAN GROND KRAGTENS DIE WET OP NASIONALE PARKE, 1976 (WET No. 57 VAN 1976), TOT DEEL VAN DIE VHEMBE/DONGOLA NASIONALE FARK

9 April 199

Ek, Zweledinga Pallo Jordan, Minister van Omgewingsake en Toerisme, verklaar hierby kragtens die bevoegdheid aan r verleen by artikel 2D (1) (a) van die Wel op Nasionale Parke, 1976 (Wet No. 57 van 1976), na oorlogpleging met die Minist van Minerale en Energie en onderhewig aan die ooreenkoms tussen die S.A. Nasionale Parke en die elenaar van die grond die Bylae omskryf, die gemelde grond tot deel van die Vhembe/Dongola Nasionale Park.

Z.P. JORDAN

Minister van Omgewingsake en Toerisme

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Plaas Den Staat 27 MS (gedeelte), Registrasiealdeling MS, Noordelike Provinsie, groot 1 842,1763 hektaar, soc aangedul in Diagram SG No. A1237/60

S.G. No. A. 1237 60

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Approved

Jain Flast -Surveyor-General.

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DESCRIPTION OF BEACONS.

A : 2' Diameter concrete beacon 18" high North of corner post.

B C D : 2' Diameter concrete beacon 4" high with

"VEMBE")

- AL-Pag and sairn (Jine beacon,) al-Pag in centre of track-1 9.5-West of posts. (Jine-beacon,) £---+ have
- G : Iron standard*14.3' South of 2' diameter concrete beacon 4" high (Line beacon.)

TULI BLOCK (BECHUANALAND.) Crocodele Ri TUSCANEN portion 10 **بر** 3 26 MS LITTLE MUCK NO. ARMENTA NO. 20 NS

The Figure A' inner bank of Crocodile River B' C D E A' REMAINDER Morgen of Land, being the (Known-as 2150,7385

No, 27 STAAT DEN

situate in the DISTRICT of ZOUTPANSBERG.

. . \bigcirc Surveyed in March, 1960, by me

S.G. File No. 3167 /4001/60 This diagram is annexed to Deed of Grant 575/72 The original diagram is No. A 3448/06 relates annexed to Deed of Grant No.536/1872 Survey Records No. 543/60 👉 dated No. DB 301/28 Compilation No. MS -1 in favour of குதி_க⊮்ா∉ . MS-NG in favour of ALLARDICE & IL-4/59-H-BHB Registrar of Deeds. MS-NM

represents of the farm

Registration Division MS.

PROVINCE OF TRANSVAAL

W. M. Dough. Land Surveyor.

955S-10

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GAZETTE NE: 21042

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DEPARTMENT OF ENVIRONMENTAL AFFAIRS AND TOURISM DEPARTEMENT VAN OMGEWINGSAKE EN TOERISME

No. 339

7 April 2000

SN90W

DECLARATION OF LAND IN TERMS OF THE NATIONAL PARKS ACT, 1976 (ACT No. 57 OF 1976), TO BE PART OF THE VHEMBE/DONGOLA NATIONAL PARK

I, Mohammed Valli Moosa, Minister of Environmental Affairs and Tourism, hereby declare by virtue of the powers vested in me by section 2B (1) (a) of the National Parks Act, 1976 (Act No. 57 of 1976), and with the cocurrence of the Ministers of Minerals and Energy and of Public Works, the land defined in the Schedule to be part of the Vhembe/Dongola National Park.

N. V. MOOSA

Minister of Environmental Affairs and Tourism

SCHEDULE

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Farm Greetswald 37 MS, in extent 2 503,8386 hectares, situated in the District of Zoutpansberg, as described in Diagram SG No. A3456/1906.

No. 339

7 April 2000

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VERKLARING VAN GROND KRAGTENS DIE WET OP NASIONALE PARKE, 1976 (WET Mo. 57 VAN 1976) FOT DEEL VAN DIE VHEMBE/DONGOLA NASIONALE PARK

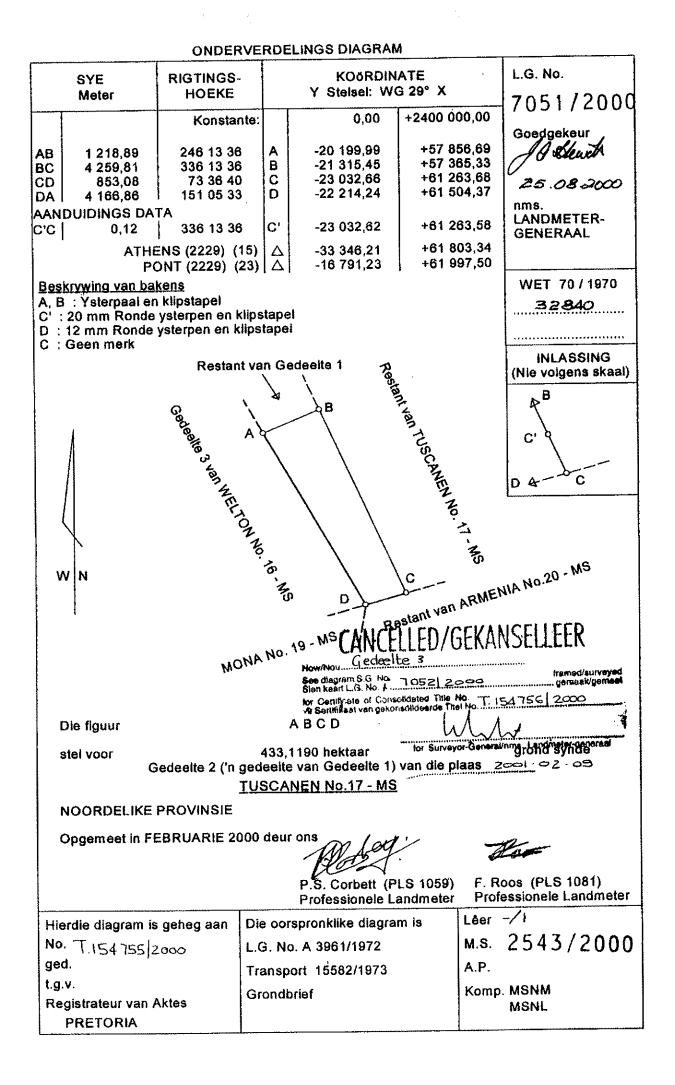
my verleen deur artikel 2B (1) (a) van die Wet op Nasionale Parke, 1976 (Wet No. 57 van 1976), na oorlegpleging met die Ek, Mohammed Valli Moosa, Minister van Omgewingsake en Toerisme, verklaar hiermee kragtens die bevoegdheid aan Ministers van Minerale en Energie en van Openbare Werke, die grond soos omskryf in die Bylae tot deel van die Vinembe/ Dongola Nasionale Park.

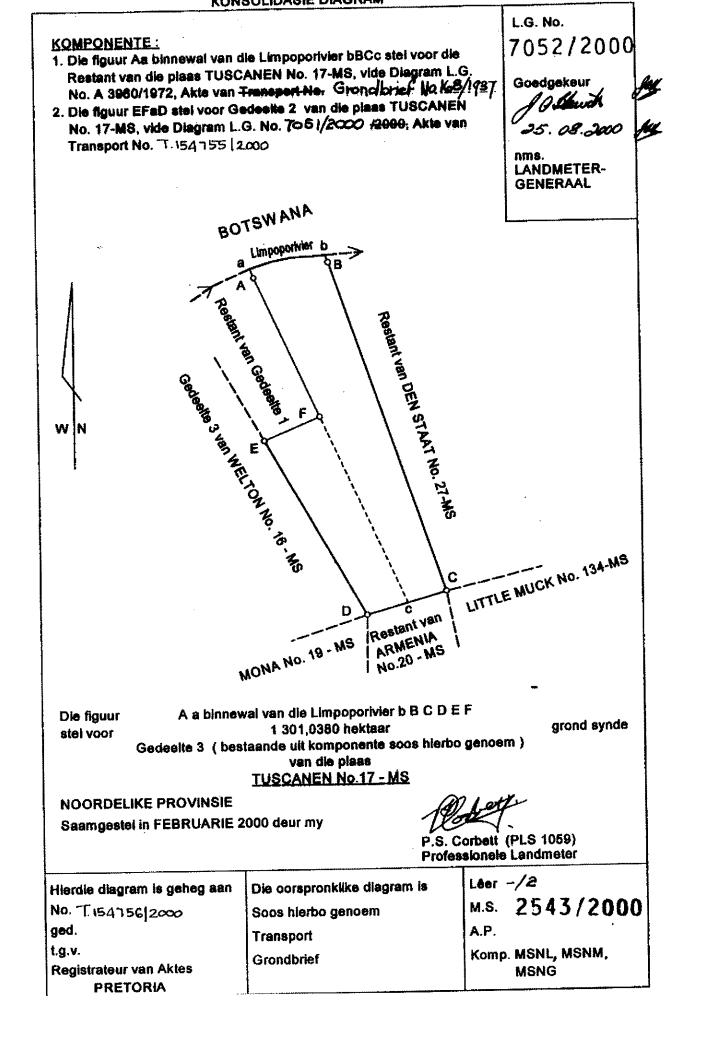
M. V. MOOSA

Minister van Omgewingsake en Toerisme

BYLAE

Ē in die distrik Zoutpansberg, soos aangedui 2 503,8386 hektaar, geleë groot Plaas Greefswald 37 MS, Diagram LG No. A3456/1906.





GOVERNMENT GAZETTE, 26 APRIL 2001

Law assigned	Member of Cabinet
Independent Commission for the Remuneration of Public Office-bearers Act, 1997 (Act No. 92 of 1997)	Deputy President
Public Funding of Represented Political Parties Act, 1997 (Act No. 103 of 1997)	Minister for Justice and Constitutional Development
Determination of Delegates (National Council of Provinces) Act, 1998 (Act No. 69 of 1998)	Minister for Justice and Constitutional Development

GOVERNMENT NOTICES GOEWERMENTSKENNISGEWINGS

DEPARTMENT OF ENVIRONMENTAL AFFAIRS AND TOURISM DEPARTEMENT VAN OMGEWINGSAKE EN TOERISME

No. 355

26 April 2001

DECLARATION OF LAND IN TERMS OF THE NATIONAL PARKS ACT, 1976 (ACT No. 57 OF 1976), TO BE PART OF THE VHEMBE/DONGOLA NATIONAL PARK

I, Mohammed Valli Moosa, Minister of Environmental Affairs and Tourism, hereby declare by virtue of the powers vested in me by section 2B (1) (b) of the National Parks Act, 1976 (Act No. 57 of 1976), and with the concurrence of the Ministers of Minerals and Energy and of Agriculture, the land defined in the Schedule to be part of the Vhembe/Dongola National Park.

M. V. MOOSA

Minister of Environmental Affairs and Tourism

SCHEDULE

Portion 1 of the Farm Riedel 48, Registration Division M.S., Northern Province, in extent 2569,7720 hectares as described in Diagram SG No. A2781/43.

No. 355

26 April 2001

VERKLARING VAN GROND KRAGTENS DIE WET OP NASIONALE PARKE, 1976 (WET No. 57 VAN 1976), TOT DEEL VAN DIE VHEMBE/DONGOLA NASIONALE PARK

Ek, Mohammed Valli Moosa, Minister van Omgewingsake en Toerisme, verklaar hiermee kragtens die bevoegdheid aan my verleen deur artikel 2B (1) (b) van die Wet op Nasionale Parke, 1976 (Wet No. 57 van 1976), na oorlegpleging met die Ministers van Minerale en Energie en van Landbou, die grond soos omskryf in die Bylae tot deel van die Vhembe/Dongola Nasionale Park.

M. V. MOOSA

Minister van Omgewingsake en Toerisme

BYLAE

Gedeelte 1 van die Plaas Riedel 48, Registrasie Afdeling M.S., Noordelike Provinsie, 2569,7720 hektaar groot, soos aangedui in Diagram LG No. A2781/43. Jotary, 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

NATALIA GOUWS

duly authorised thereto by power of attorney signed at on the day of 1998 by

THE NATIONAL PARKS TRUST OF SOUTH AFRICA

NO T342/86

("Lessor")

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

and duly authorised thereto by power of attorney signed at on the day of by the

SOUTH AFRICAN NATIONAL PARKS

("Lessee")

duly represented by MAVUSO MSIMANG, in his capacity as Chief Executive, duly authorised thereto in terms of a resolution adopted by NATIONAL PARKS BOARD on the 16th day of MARCH 1992

which powers of attorney have been filed in my protocol

And the Declarant declared that:

A.

WHEREAS the Lessor is the owner of certain immovable property known as:

Portion 1 of the Farm RIEDEL 48, Registration Division M.S. Northern Province, measuring 2569,7720 (Two Thousand Five Hundred and Sixty Nine Comma Seven Seven Two Nought) hectares;

(hereinafter referred to as "the Property")

B. AND WHEREAS the Lessee is desirous to lease the said property from the Lessor, to be managed by the Lessee as an integral part of the proposed VHEMBE-DONGOLA NATIONAL PARK.

THE PARTIES AGREE AS FOLLOWS:

1. <u>LETTING AND HIRING</u>

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.

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 on which the notice declaring the property to be part of the Park in terms of the Act is published in the Government Gazette;

3.5 At the request of the Lessor the Lessee shall, should this agreement be terminated for whatever reason, request the Minister to withdraw the property or such portion thereof as may at that time be agreed by the parties, from the status of a contractual part of the Park and return the property or the agreed portion thereof to the sole control of the Lessor.

4. <u>RENTAL</u>

The rental payable by the Lessee to the Lessor shall be the sum of R10,00 (+ VAT) per year, payable yearly in advance on the commencement date and thereafter on each anniversary of the commencement date.

5. <u>PERIOD OF THE AGREEMENT</u>

- 5.1 This agreement shall take effect on the commencement date and shall remain in force for a period of ninety-nine (99) years; provided that either party shall have the right to cancel the Agreement after an initial period of thirty (30) years by giving two (2) years prior notice in writing to the other party of its intention to terminate the Agreement.
- 5.2 Should no notice to terminate (after 30 years) have been given, the Lessee shall, at the expiry of the initial period of ninety-nine years or any subsequent period as envisaged in this sub-clause, be entitled to renew the Agreement for further periods of twenty five years on the same terms and conditions as set out herein by giving written notice to that effect to the Lessor at least two (2) years before the expiry date of this Agreement unless the Lessor shall have, terminated this Agreement by giving written notice to the Lessee to that effect at least two years before the initial or any subsequent expiry date.

POWER OF ATTORNEY

I, the undersigned

MAVUSO MSIMANG

in my capacity as Chief Executive of the SOUTH AFRICAN NATIONAL PARKS and duly authorised thereto

do hereby nominate, constitute and appoint

LOUIS JOHANNES SMITH

With power of substitution, to be my lawful attorney and agent, in name and place and stead to appear before a Notary Public and then and there on my behalf to sign and execute a Notarial Lease Agreement in accordance with the draft Notarial Lease Agreement annexed hereto and initialed by me for the purposes of identification; further on my behalf to make all such alterations and/or additions to the said draft Notarial Lease Agreement as may be necessary or requisite in order to procure its due registration; and generally for effecting the purposes aforesaid, to do or cause to be done whatsoever shall be requisite, as fully and effectually, for all intents and purposes, as I might or could do if personally present and acting herein – hereby ratifying, allowing and confirming and promising and agreeing to ratify, allow and confirm all and whatsoever my said attorney and agent shall lawfully do, or cause to be done by virtue of these presents.

SIGNED at

Pretoria

on 15

March 2002 DECEMBER 2001

AS WITNESSES:

1. 2.

Abunang

NOTARIAL LEASE AGREEMENT

It is hereby made known to all interested persons

That on the THOUSAND AND , before me

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day of

in the year TWO

MARTHINUS THEUNIS STEYN HOFMEYR

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

LOUIS JOHANNES SMITH

duly authorised thereto by power of attorney signed at day of by

on the

WWF SOUTH AFRICA

("Lessor")

represented by EUGENE MICHAEL STRYDOM in his capacity as Finance Director of WWF South Africa, duly authorised thereto;

and duly authorised thereto by power of attorney signed at day of by

on the

SOUTH AFRICAN NATIONAL PARKS

("Lessee")

represented by MAVUSO MSIMANG, in his capacity as Chief Executive, duly authorised thereto;

which powers of attorney have been filed in my protocol

And the Declarant declared that:

.40

A. WHEREAS the Lessor is the owner of certain immovable Property known as:

Portion 3 of the Farm Tuscanen 17, Registration Division M.S., NORTHERN PROVINCE;

measuring 1 301,0380 (One Thousand Three Hundred And One comma Zero Three Eight Zero) hectares;

Held by Certificate of Consolidated Title No. T 154756/2000;

(hereinafter referred to as "the Property")

B. AND WHEREAS the Lessee is desirous to lease the said Property from the Lessor, to be managed by the Lessee as an integral part of the Limpopo Valley / Vhembe Dongola National Park.

THE PARTIES AGREE AS FOLLOWS:

1. LETTING AND HIRING

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.

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:

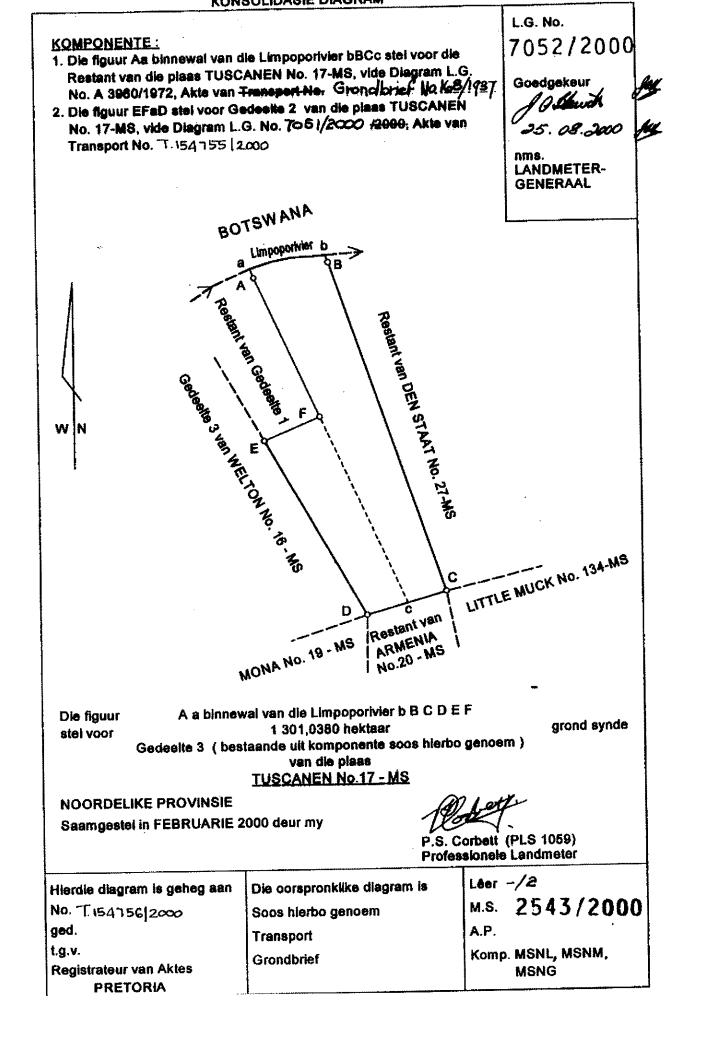
- 2.1 "Act" shall mean the National Parks Act, 1976 (Act 57 of 1976) or any amendment thereof as well as any regulations and rules issued in terms thereof;
- 2.2 "the effective date" shall mean the 1st day of December 2001;
- 2.3 "the Commencement Date" shall mean the date on which the Property is declared part of the Park in terms of a notice published in the Government Gazette, in accordance with the Act;
- 2.4 "the Management Plan" shall mean the Environmental Management Plan for the Limpopo Valley / Vhembe Dongola

4. <u>RENTAL</u>

The rental payable by the Lessee to the Lessor shall be the sum of R100-00 (+VAT) per year, payable yearly in advance on the effective date and thereafter on each anniversary of the effective date.

5. PERIOD OF THE AGREEMENT

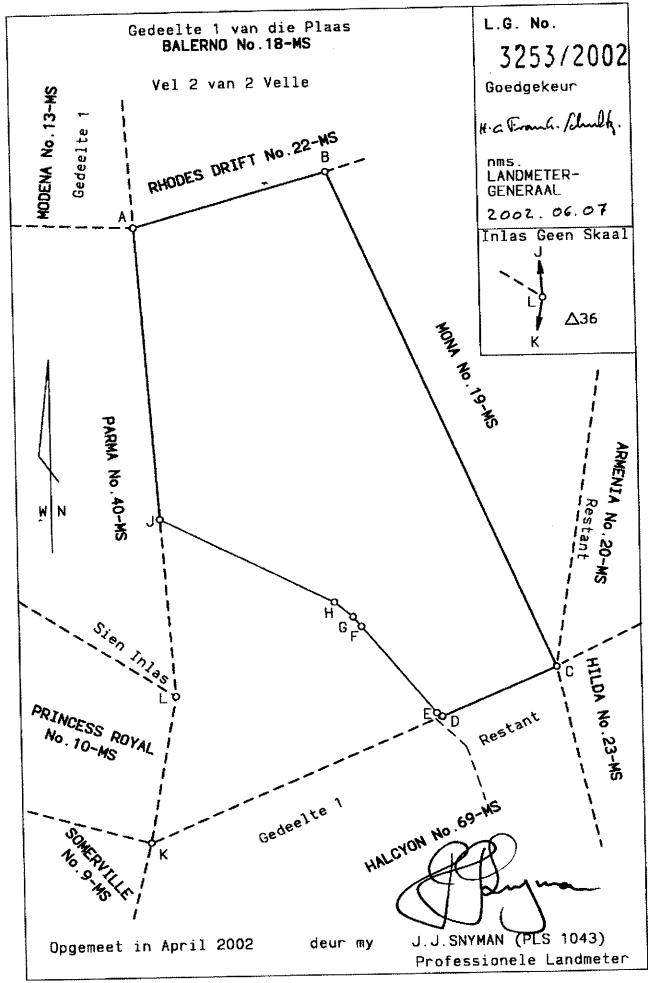
- 5.1 This agreement shall take effect on the effective date and shall remain in force for a period of thirty (30) years.
- 5.2 Should the Lessor wish to terminate this agreement after the initial thirty (30) year period, the Lessor shall give notice to the Lessee in writing of its intention to do so at least six (6) calendar months prior to the expiration of the initial period, otherwise the Lessee shall be entitled to renew this agreement upon the terms and subject to the conditions set out below.
- 5.3 The period for which this agreement may be so renewed is a further period of sixty nine (69) years from the date immediately following the date of expiry of the initial term of this agreement
- 5.4 All the terms of this Agreement shall continue to apply during the renewal period.
- 5.5 The right of renewal shall be exercised by notice in writing from the Lessee to the Lessor given and received at least two (2) years prior to the date on which the renewal period is to commence and shall lapse if not so exercised. The fact that due notice was given of renewal in terms of this clause will however not effect the Lessor's rights to terminate this Agreement as envisaged in clause 5.2 above.
- 5.6 If the right of renewal is duly exercised, this Agreement shall be renewed automatically.
- 5.7 The Lessee may not, however, exercise the right of renewal while in breach or default of any of the terms of this Agreement.
- 5.8 If this Agreement does not endure at least for the full term for which it is initially contracted, the right of renewal shall lapse and any notice of exercise thereof given prior to such lapsing shall be null and void.



SYE	RIGTINGS	-		KOURDIN	ATE		L.G. No.
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ONDERVERDELINGSDIAGRAM



GOVERNMENT GAZETTE, 17 OCTOBER 2003

`o. 1494

17 October 2003

DECLARATION OF LAND IN TERMS OF THE NATIONAL PARKS ACT, 1976 (ACT NO. 57 OF 1976), TO BE PART OF THE VHEMBE /DONGOLA NATIONAL PARK

I, Mohammed Valli Moosa, Minister of Environmental Affairs and Tourism, hereby declare by virtue of the powers vested in me by section 2C(2) and 2B(1)(b) of the National Parks Act, 1976 (Act No. 57 of 1976), the land defined in the Schedule to be part of the Vhembe/Dongola National Park.

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M V MOOSA

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MINISTER OF ENVIRONMENTAL AFFAIRS AND TOURISM AND ADDRESS 1.000 54 A.

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SCHEDULE :. : <u>:</u> :

an Taip an an India an Iora -Portion 1 of the farm Balerno 18 MS, Limpopo Province, in extent 768,6940 (Seven Six Eight Comma Six Nine Four Zero) hectare, held under Deed of Transfer T146928/2002

Portion 3 of the farm Tuscanen 17 MS, Limpopo Province, in extent 1301,0380 (One Three Zero One Comma Zero Three Eight Zero) hectare, held under Deed of Transfer T 154756/2000 :] ; **c**. 1.1

Remainder of the farm Schroda 46 MS, Limpopo Province, in extent 929,0942 (Nine Two Nine Comma Zero Nine Four Two) hectare, held under Deed of Transfer T37654/1990

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Portion 4 of the farm Schroda 46 MS, Umpopo Province, in extent 929,0942 (Nine Two Nine-Comma Zero Nine Four Two) hectare, held under Deed of Transfer T37654/1990 and the first of the second second

Portion 7 of the farm Schroda 46 MS, Limpopo Province, in extent 1295,4212 (One Two Nine Five Comma Four Two One Two) hectare, held under Deed of Transfer T25629/1990 さころ よううろぶ

Portion 8 of the farm Schroda 46 MS, Limpopo Province, in extent 419,9119 (Four One Nine Comma Nine One One Nine) hectare, held under Deed of Transfer T47452/1990

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STAATSKOERANT, 17 OKTOBER 2003

No. 25562 17

່ວ. 149	4 17 Oktober 2003
	VERKLARING VAN GROND KRAGTENS DIE WET OP NASIONALE PARKE, 1976 (WET NO. 57 VAN 1976), TOT DEEL VAN DIE VHEMBE/DONGOLA NASIONALE PARK
· · ·	
	Ek, Mohammed Valli Moosa, Minister van Omgewingsake en Toerisme, verklaar hiermee kragtes die bevoegdheid aan my verleen deur artikel 2C(2) en 2B(1)(b) van die Wet op Nasional Parke, 1976 (Wet No. 57 van 1976), die grond omskryf in die Bylae tot deel van die Vhembe/Dongola Nasionale Park.
	M V MOOSA MINISTER VAN OMGEWINGSAKE EN TOERISME
	BYLAE
n engen och so and go eganter av Staten en och agen och	Gedeelte 1 van die plaas Balerno 18 MS; Limpopo Provinsie, groot 768,6940 (Sewe Ses Agt. Komma Ses Nege Vier Nul) hektaar, soos aangedui in Titelakte T146928/2002
	Gedeelte 3 van die plaas Tuscanen 17 MS, Limpopo Provinsie, groot 1301,0380 (Een Drie Nul Een Komma Nul Drie Agt Nul) hektaar, soos aandgedul in Titelakte T154756/2000
	Die restant van die plaas Schroda 46 MS, Limpopo Provinsie, groot 929,0942 (Nege Twee Nege Komma Nul Nege Vier Twee) hektaar, soos aangedui in Titelakte T27654/1990
	Gedeelte 4 van die plaas Schroda 46 MS, Limpopo Provinsie, groot 929,0942 (Nege Twee Nege Komma Nul Nege Vier Twee) hektaar, soos aangedui in Titelakte T37654/1990
	Gedeelte 7 van die plaas Schroda 46 MS, Limpopo Provinsie, groot 1295,4212 (Een Twee Nege Vyf Komma Vier Twee Een Twee) hektaar, soos aangedui in Titelakte T25629/1990
	Gedeelte 8 van die plaas Schroda 46 MS, Limpopo Provinsie, groot 419,9119 (Vier Een Nege Komma Nege Een Een Nege) hektaar, soos aangedui in Titelakte T47452/1990

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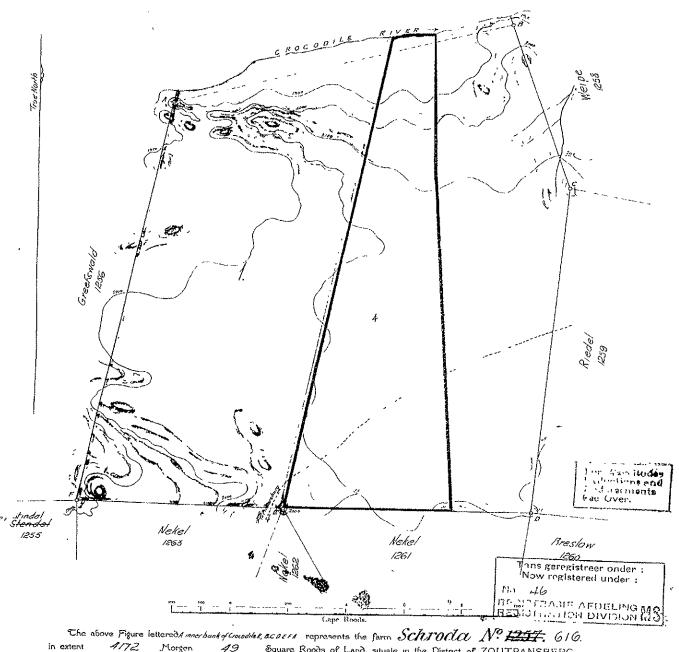
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by Deed of Grant No. 7459, dated 17 Ap/ 1871

Due notice of this Survey has been given to all adjoining land owners and the beacons have been erected according to Law Surveyed on behalf of George Millar Bourke in Sept 1905. By me P. Herchen

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No protest, confirmed

Surveyor-General's Office, Pretoria 5-007, 1906 Examiner of Diagrams.

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Government Land Surveyor

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Notarial Lease De Beers – SANParks 22 August 2002

personally came and appeared Nirosha Begum Motlekar in her capacity as the duly authorised representative of

DE BEERS CONSOLIDATED MINES LIMITED

Registration No 1888/000007/06

(hereafter together with its successors-title and assigns called De Beers)

she being duly authorised thereto by a special power of attorney granted to her by De Beers

and also in her capacity as the duly authorised representative of

SOUTH AFRICAN NATIONAL PARKS

established under the National Parks Act no 57 of 1976 (hereafter together with its successors-title and assigns called *SANParks*)

she being duly authorised thereto by a special power of attorney granted to her by SANParks

which special powers of attorney have this day been exhibited to me the Notary and now remain filed in my Protocol,

Ú,

Notarial Lease De Beers – SANParks 22 August 2002

> such earlier date as may be determined between the parties by mutual written agreement.

2.1.5 *excluded areas* means those parts of Schroda that are excluded from the land that SANParks will be entitled to occupy and manage under the provisions of this agreement and that comprise:

- the land located within and immediately to the north of the area indicated by the figure A.B.C.D on the sketch plan comprising Appendix A to this agreement;
- the land located within the boundaries of the area indicated by the figure *E.F.G.H.I.J.K.L.M* on **Appendix A** to this agreement (in which the off-channel storage dam is located); and
- the land located within 5 (five) metres measured horizontally, at right angles to and on either side of the centre lines of the existing main access roads, pipelines and main power lines on Schroda, all as indicated on Appendix A to this agreement.
- 2.1.6 *JMC* means the Joint Management Committee to be established in accordance with provisions of clause 21.2.
- 2.1.7 *lease area* means, subject to such changes in extent as may arise from the application of the provisions of clauses 9 or 14, those parts of the surface of Schroda falling outside the excluded areas.
- 2.1.8 *the lease period* means the period of 99 years referred to in clause 7.
- 2.1.9 *the Management Plan* means the formal framework and guidelines for the planning and management of the Park as formulated by the Park Committee, approved by SANParks and ratified by the Board of SANParks from time to time.

- 2.1.10 *the Minister* means the Minister of Environmental Affairs and Tourism of the Republic of South Africa, or his duly authorised representative.
- 2.1.11 off-channel storage dam means the existing dam within that part of the excluded areas indicated by the figure *E.F.G.H.I.J.K.L.M* on Appendix A that is used by De Beers for storing water abstracted from the Limpopo River, and includes any modifications to the existing dam as well as any additional dams that may be constructed by De Beers within the excluded areas.
- 2.1.12 *Operational Plan* means the guideline for the management of the Park during any particular financial year of SANParks.
- 2.1.13 *the Park* means the National Park that has been provisionally named the "Vhembe-Dongola National Park".
- 2.1.14 *the Park Committee* means a committee comprising the Park Manager and elected representatives of the community and of landowners whose properties are included in the Park.
- 2.1.15 Schroda means collectively the following immovable properties:
 - Portion 4 of the farm Schroda 46
 Registration Division M.S. Limpopo Province
 MEASURING 929,0942 (nine hundred and twenty nine comma nought nine four two) hectares
 HELD by De Beers under Deed of Transfer no T37654/90

Portion 7 of the farm Schroda 46
 Registration Division M.S Limpopo Province
 MEASURING 1295,4212 (one thousand two hundred and ninety five comma four two one two) hectares
 HELD by De Beers under Deed of Transfer no T25629/90

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	Beers, in which event this lease will terminate on the last day of the third calendar month following the month which such notice is delivered to De Beers.
7.3	De Beers will be entitled unilaterally to terminate this lease on written notice to SANParks if, within 7 (seven) years following the commencement date:
7.3.1	the lease area has not yet been declared to be part of the Park (as contemplated in clause 5); or
7.3.2	the Park as represented to De Beers has not been established; or
7.3.3	the Park is not being operated on a continuous basis as a <i>bona fide</i> National Park.
7.4	De Beers will also be entitled unilaterally terminate this lease on written notice to SANParks:
7.4.1	if SANParks concludes a concession agreement in respect of the Schroda Lodge (as contemplated in clause 14) without faithfully observing all the relevant provisions of clause 14; or
7.4.2	if SANParks at any time during the currency of this lease ceases to manage and operate the lease area on a continuous basis as an integral part of a <i>bona fide</i> National Park.
7.5	If the lease area or the entire Park is at any time deproclaimed in terms of the Act, then this agreement will automatically terminate on the date of publication of the relevant notice in the Government Gazette (and the provisions of clause 24 will apply).
7.6	If any legislation relating to National Parks is introduced that will, in the sole opinion of De Beers, have a detrimental effect on the interests of De Beers insofar as Schroda is concerned, and provided that De Beers gives SANParks

Notarial Lease De Beers – SANParks 22 August 2002

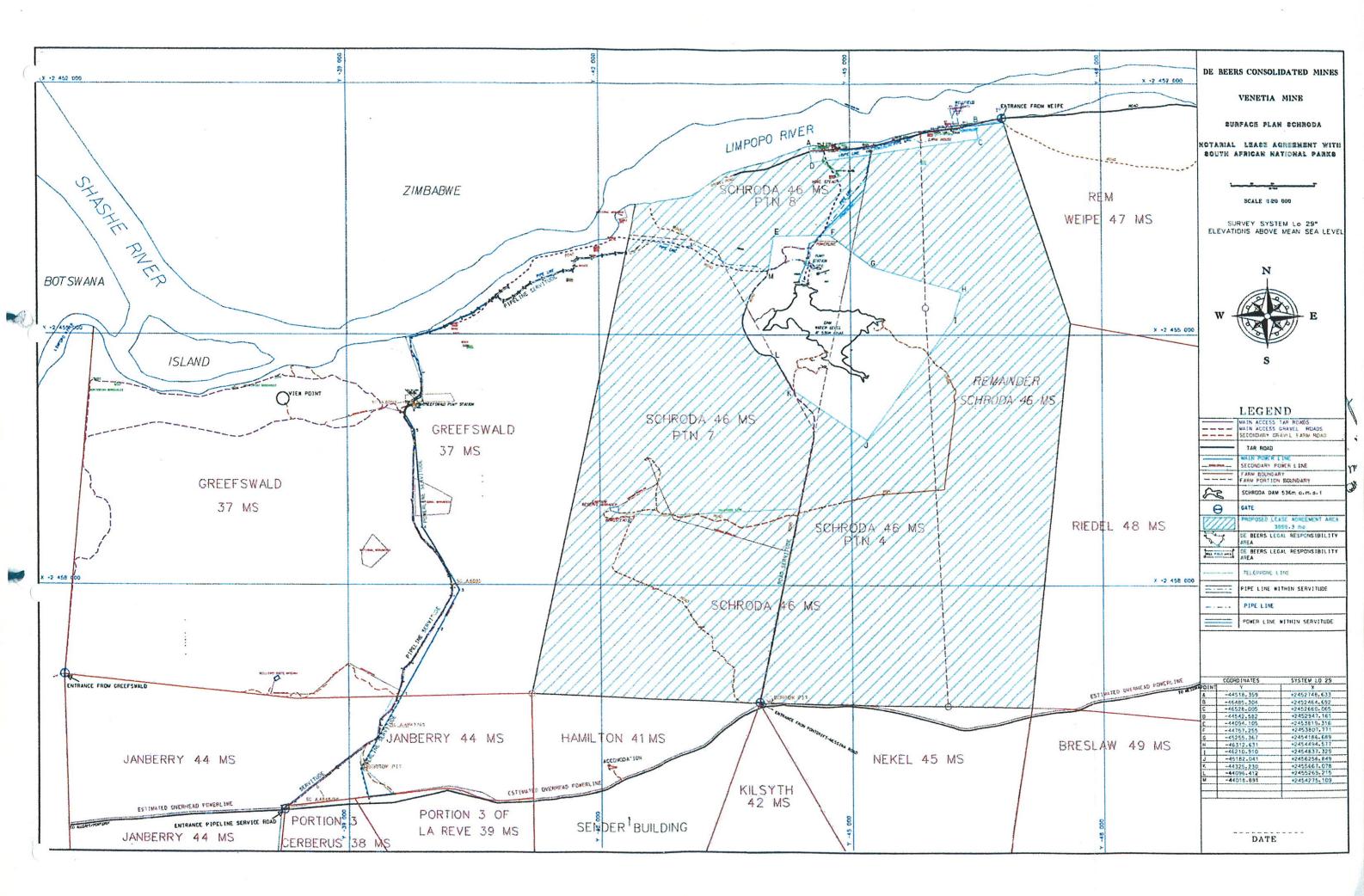
written notice to this effect within 180 days following the introduction of such legislation, this agreement will pursuant to such written notice by De Beers be deemed to have terminated on the day preceding the date on which such legislation detrimental to the interests of De Beers comes into effect.

8. Rental

- 8.1 Rental for the full duration of this agreement will amount to the sum of **R1000,00** (one thousand Rand) **plus** Value Added Tax.
- 8.2 The full rental must be paid to De Beers within 14 days following the date on which this agreement is notarially executed.
- 8.3 No part of the rental will be refunded to SANParks if this lease terminates for any reason prior to expiry of the lease period.
- 8.4 If a land tax or any other similar tax or levy is imposed on Schroda, SANParks will be liable for its proportionate share thereof in respect of the lease area.

9. Reduction of the Lease Area

- 9.1 If De Beers in its sole discretion requires any additional infrastructure to be established on the lease area:
- 9.1.1 De Beers must in writing give notice to SANParks of De Beers' requirements in this regard; and
- 9.1.2 the relevant written notice must be accompanied by a sketch plan drawn to scale with co-ordinates indicating the location of the area thus required by De Beers.



151 Marais Müller

PROTOKOL NO.: ۱۵۵۵

NOTARIAL LEASE AGREEMENT

It is hereby made known to all interested persons

That on the 23RD day of FEBRUARY in the year TWO THOUSAND AND FOUR, before me

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MARTHINUS THEUNIS STEYN HOFMEYR

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

LOUIS JOHANNES SMITH

duly authorised thereto by power of attorney signed at STELLENBOSCH on the 17TH day of FEBRUARY 2004 by

W W F SOUTH AFRICA

("Lessor")

duly represented by **EUGENE MICHAEL STRYDOM** in his capacity as Director of Finance and duly authorised thereto in terms of a resolution of the Board of Directors of **W W F SOUTH AFRICA**;

and duly authorised thereto by power of attorney signed at PRETORIA on the 13TH day of FEBRUARY 2004 by

SOUTH AFRICAN NATIONAL PARKS

("Lessee")

duly represented by ANIEL KANJEE SOMA in his capacity as Director: Corporate Services and duly authorised thereto in terms of a resolution adopted by SOUTH AFRICAN NATIONAL PARKS BOARD;

which powers of attorney have been filed in my protocol

And the Declarant declared that:

A. WHEREAS the Lessor is the owner of certain immovable property known as:

PORTION 3 OF THE FARM TUSCANEN NO 17, Registration Division M.S., Northern Province;

Measuring: 1 301,0380 (One Thousand Three Hundred and One comma Nought Three Eight Nought) hectares;

Held by Certificate of Consolidated Title No. T 154756/2000

(hereinafter referred to as "the Property")

2.7 Any gender shall include the other genders and the singular shall include the plural and vice versa.

3. BASIS OF AGREEMENT

- 3.1 The Lessor hereby makes the Property available to the Lessee for the declaration thereof as a part of the National Park/Conservation Area in terms of the provisions of the Act.
- 3.2 The Lessee shall request the Minister to declare the Property to be a part of the National Park/Conservation Area, subject to the terms of this Agreement.
- 3.3 Should the Minister decide not to declare the Property a contractual part of the National Park/Conservation Area, this Agreement will be terminated automatically.
- 3.4 The parties agree that the provisions of the Management Plan shall also be made applicable to the Property and shall at all times take precedence over the terms and conditions of this Agreement, provided however that it shall not take precedence over the provisions set out in clause 7.3 hereof.
- 3.5 Should this Agreement be terminated for whatever reason, the Lessee will request the Minister to withdraw the Property or such portion thereof, as mutually agreed upon by the parties at that time, from the status of a contractual part of the National Park/Conservation Area and return the Property or the agreed portion thereof to the sole control of the Lessor.

4. <u>RENTAL</u>

The rental payable by the Lessee to the Lessor shall be the sum of R1-00 (+VAT) per year, for 99 years, non-refundable and payable on signature of this Agreement.

5. <u>PERIOD OF THE AGREEMENT</u>

5.1 This Agreement shall take effect on the commencement date and shall remain in force for a period of ninety-nine (99) years; provided that either party shall have the right to cancel the Agreement after an initial period of thirty (30) years by giving two (2) years prior notice in writing to the other party of its intention to terminate the Agreement.

5.2

6.

Should no notice to terminate (after 30 years) have been given, the Lessee shall, at the expiry of the initial period of ninety-nine years or any subsequent period as envisaged in this subclause, be entitled to renew the Agreement for further periods of twenty-five years on the same terms and conditions as set out herein by giving written notice to that effect to the Lessor at least two (2) years before the expiry date of this Agreement by giving written notice to that effect at least two years before the initial or any subsequent expiry date.

THE PROPERTY AND THE RIGHTS ATTACHING THERETO

- 6.1 The Lessor retains all the rights of which it possessed at the commencement date of the Agreement, 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 do anything, which may be in conflict with the rights of the Lessor as referred to in this Agreement or any servitude over the Property or any other obligation of the Lessor relating to the Property, other than that specifically provided for in this Agreement.
- 6.3 It is further agreed that in respect of the Property the Lessor shall be exempt from any provisions of the Act 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 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.
- 7.2 Such management and control of the Property shall be governed by the provisions of the Act, but always subject to and in accordance with the provisions of the Management Plan.
- 7.3 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.

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:

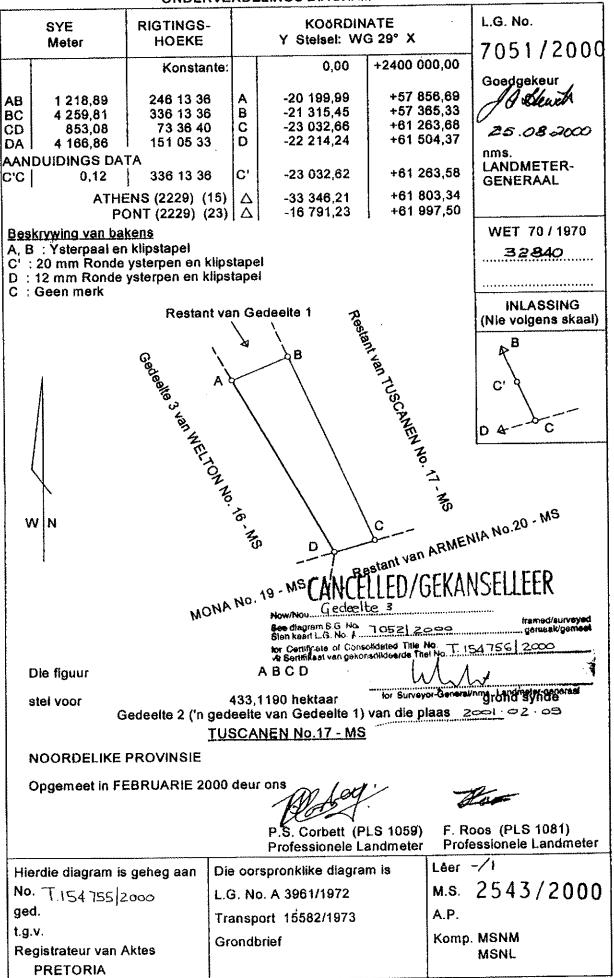
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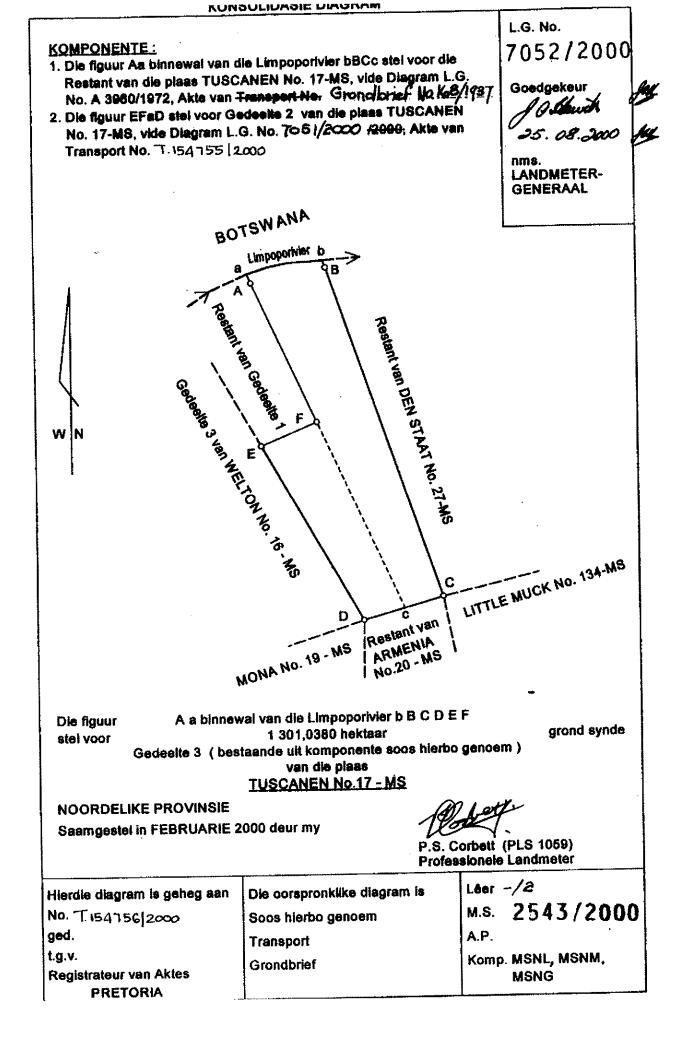
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BEFORE ME NOTARY







30 July 2004

DECLARATION OF LAND IN TERMS OF THE NATIONAL PARKS ACT, 1976 (ACT NO. 57 OF 1976). TO BE PART OF THE VHEMBE-DONGOLA NATIONAL PARK

I, Marthinus van Schalkwyk, Minister of Environmental Affairs and Tourism, hereby declare by virtue of the powers vested in me by section 2B(1)(b) and 2C(2) of the National Parks Act, 1976 (Act No. 57 of 1976) and with the concurrence of the Ministers of Minerals and Energy and of Agriculture, the land defined in Schedule 1 to be part of the Vhembe-Dongola National Park.

Marthias our Schallengh

MARTHINUS VAN SCHALKWYK MINISTER OF ENVIRONMENTAL AFFAIRS AND TOURISM

SCHEDULE 1

- Portion 2 of the Farm Hamilton 41, M.S Registration Division, Limpopo Province, in extent 65,1140 hectares, held under Title Deed T5669/2004-06-23
- The Remaining extent of the Farm Hamilton 41, M.S Registration Division, Limpopo Province, in extent 359,4617 hectare, held under Title Deed T5669/2004-06-23
- Portion 3 of the Farm Tuscanen No. 17, M.S Registration Division, Limpopo Province, in extent 1301,0380 hectare, held under Title Deed T154756/2000

o 902

VERKLARING VAN GROND KRAGTENS DIE WET OP NASIONALE PARKE, 1976 (WET NO. 57 VAN 1976), TOT DEEL VAN DIE VHEMBE-DONGOLA NASIONALE PARK

Ek, Marthinus van Schalkwyk, Minister van Omgewingsake en Toerisme, verklaar hiermee kragtens die bevoegdheid aan my verleen deur artikel 2B(1)(b) en 2C(2) van die Wet op Nasionale Parke, 1976 (Wet No. 57 van 1976), na oorlegpleging met die Ministers van Minerale en Energie en van Landbou, die grond omskryf in Bylae 1 tot deel van die Vhembe-Dongola Nasionale Park.

Marflins van Stalleryt

MARTHINUS VAN SCHALKWYK MINISTER VAN OMGEWINGSAKE EN TOERISME

BYLAE 1

Gedeelte 2 van die Plaas Hamilton 41, Registrasie Afdeling M.S, Limpopo Provinsie, groot 65,1140 hektaar, soos aangedui in Titelakte T5669/2004

Die oorblywende gedeelte van die Plaas Hamilton 41, Registrasie Afdeling M.S, Limpopo Provinsie, groot 359,4617 hektaar, soos aangedui in Titelakte T5669/2004-06-23

Gedeelte 3 van Plaas Tuscanen No. 17, Registrasie Afdeling M.S,Limpopo Provinsie, groot 1301,0380 hektaar, soos aangedui in Titelakte T154756/2000

NUS

7 October 2005

No. 961

CORRECTION NOTICE

REGARDING LAND DECLARED IN TERMS OF THE NATIONAL PARKS ACT, 1976 TO BE PART OF THE MAPUNGUBWE NATIONAL PARK

Government Notice No. 1494 published in Government Gazette No. 25562 of 17 October 2003, is hereby amended by deleting all reference made to Portion 3 of the farm Tuscanen 17 MS, Limpopo Province, in extent 1301,0380 (One Three Zero One Comma Zero Three Eight Zero) hectare, held under Deed of Transfer T154756/2000.

No. 31461 13

3 October 2008

DECLARATION OF LAND TO BE PART OF MAPUNGUBWE NATIONAL PARK IN TERMS OF THE NATIONAL ENVIRONMENTAL MANAGEMENT: PROTECTED AREAS ACT, 2003 (ACT NO. 57 OF 2003)

I, Marthinus Christoffel Johannes van Schalkwyk, Minister of Environmental Affairs and Tourism, hereby declare by virtue of the powers vested in me by Section 20(1)(a)(ii) of the National Environmental Management: Protected Areas Act, 2003 (Act No. 57 of 2003) the properties listed in the Schedule to be part of Mapungubwe National Park.

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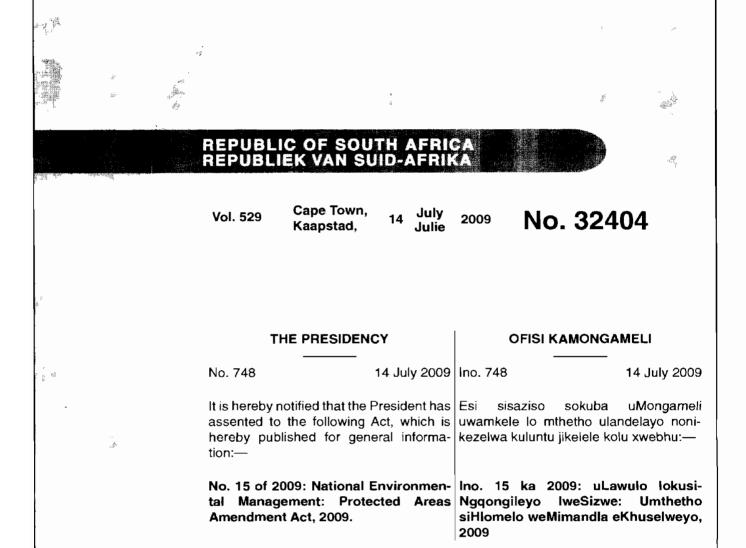
MARTHINUS VAN SCHALKWYK, MP MINISTER OF ENVIRONMENTAL AFFAIRS AND TOURISM

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SCHEDULE

- 1. Portion 1 of the Farm Janberry No. 44, MS Registration Division, Limpopo Province, measuring 755, 5492 hectares in extent and held by Title Deed No. T3014/2005;
- 2. Remainder of the farm Samaria 28, MS Registration Division, Limpopo Province, measuring 431, 9858 hectares in extent and held by Title Deed No. T141762/2004;
- Portion 3 of the farm Samaria 28, MS Registration Division, Limpopo Province, measuring 431, 9858 hectares in extent and held by Title Deed No. T141762/2004;
- 4. Portion 3 of the Farm Welton 16, MS Registration Division, Limpopo Province, measuring 708, 0486 hectares in extent and held by Title Deed No. T103662/1997 and T46309/1998.



78	No. 32404	GOVERNMENT GAZETTE, 14 JULY 2009

Act No. 15, 2009

9 NATIONAL ENVIRONMENTAL MANAGEMENT: PROTECTED AREAS AMENDMENT ACT, 2009

MAPUNGUBWE NATIONAL PARK	25
[Name of "Vhembe-Dongola National Park" substituted by GN 900/2004]	
GN 490 / GG 18814 / 19980409 declared the following land to be part of the park:	
Farm Den Staat 27 MS (<i>remainder</i>), Registration Division MS, Northern Province, in extent 1 842,1763 hectares, as indicated on Diagram SG No. A1237/60	
GN 339 / GG 21042 / 20000407 declared the following land to be part of the park:	30
Farm Greefswald 37 MS, in extent 2 503,8386 hectares, situated in the District of Zoutpansberg, as described in Diagram SG No. A3456/1906.	
GN 355 / GG 22231 / 20010426 declared the following land to be part of the park:	
Portion 1 of the Farm Riedel 48, Registration Division M.S., Northern Province, in extent 2569,7720 hectares as described in Diagram SG No. A2781/43.	35
Portion 1 of the farm Balemo 18 MS, Limpopo Province, in extent 768,6940 (Seven Six Eight Comma Six Nine Four Zero) hectare, held under Deed of Transfer T146928/2002	
Portion 3 of the farm Tuscanen 17 MS, Limpopo Province, in extent 1301,0380 (One Three Zero One Comma Zero Three Eight Zero) hectare, held under Deed of Transfer T154756/2000	40

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Act No. 15, 2009

NATIONAL ENVIRONMENTAL MANAGEMENT: PROTECTED AREAS AMENDMENT ACT, 2009

Remainder of the farm Schroda 46 MS, Limpopo Province, in extent 929,0942 (Nine Two Nine Comma Zero Nine Four Two) hectare, held under Deed of Transfer T37654/1990

Portion 4 of the farm Schroda 46 MS, Limpopo Province, in extent 929,0942 (Nine Two Nine Comma Zero Nine Four Two) hectare, held under Deed of Transfer T37654/1990

Portion 7 of the farm Schroda 46 MS, Limpopo Province, in extent 1295,4212 (One Two Nine Five Comma Four Two One Two) hectare, held under Deed of Transfer T25629/1990

Portion 8 of the farm Schroda 46 MS, Limpopo Province, in extent 419,9119 (Four One Nine Comma Nine One One Nine) hectare, held under Deed of Transfer T47452/1990. 10

GN 902 / GG 26615 / 20040730 declared the following land to be part of the park:

Portion 2 of the Farm Hamilton 41, M.S Registration Division, Limpopo Province, in extent 65,1140 hectares, held under Title Deed T5669/2004-06-23

The Remaining extent of the Farm Hamilton 41, M.S Registration Division, Limpopo Province, in extent 359,4617 hectare, held under Title Deed T5669/2004-06-23

Portion 3 of the Farm Tuscanen No. 17, M.S Registration Division, Limpopo Province, in extent 1301,0380 hectare, held under Title Deed T154756/2000

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