

**SERVICES AGREEMENT FOR PRIVATE  
RESIDENTIAL TOWNSHIP DEVELOPMENT  
FOR THE DEVELOPMENT OF:  
KNYSNA LIFESTYLE ESTATE  
ERF 8577 KNYSNA**

**MEMORANDUM OF AGREEMENT ENTERED INTO BY AND  
BETWEEN:**

**KNYSNA MUNICIPALITY**

**AND**

**LEDEVCO DEVELOPMENT (PTY) LTD  
REPRESENTED BY IAN STANSFIELD RAUBENHEIMER**

**REF: 09/73**

**REVISION 6**

**20 SEPTEMBER 2010**

Handwritten signatures and initials in black ink, including a large signature on the left and several smaller initials on the right.

## TABLE OF CONTENTS

MEMORANDUM OF AGREEMENT	1
LIST OF DEFINITIONS	3
1. GENERAL	4
2. EXTERNAL SERVICES	5
3. INTERNAL SERVICES	8
4. OPEN SPACES AND LANDSCAPED AREAS	9
5. MAINTENANCE	9
6. PLANS AND DRAWINGS	10
7. OBTAINING SERVITUDES AND RIGHTS OF WAY	11
8. TRANSFER OF ERVEN BY THE DEVELOPER	12
9. CAPITAL CONTRIBUTIONS	13
10. PROPERTY TAX, SERVICE CHARGES AND OTHER FEES	14
11. OCCUPATIONAL HEALTH AND SAFETY ACT	14
12. ENVIRONMENTAL MANAGEMENT PLAN	14
13. DELIVERY OF GUARANTEES REGARDING THE INSTALLATION OF INTERNAL AND BULK SERVICES	15
14. LIABILITY AND INDEMNITY	16
15. HOME OWNERS ASSOCIATION / BODY CORPORATE	16
16. PHASED DEVELOPMENT	16
17. ASSIGNMENT AND SUBCONTRACT	17
18. WAIVER	17
19. ENTIRE AGREEMENT	17
20. COMMENCEMENT AND CANCELLATION OF AGREEMENT	18
21. SETTLEMENT, MEDIATION AND ARBITRATION	19
22. FORCE MAJEURE	20
23. DOMICILIUM CITANDI ET EXECUTANDI	20
24. APPROVAL	21

### ANNEXURES

ANNEXURE A:	APPORTIONMENT OF COST FOR CONSTRUCTION OF BULK SHARED SEWAGE INFRASTRUCTURE
ANNEXURE B:	REDUCTION IN WATER AUGMENTATION CHARGES
ANNEXURE C:	SITE DEVELOPMENT PLAN
ANNEXURE D:	ELECTRICAL SERVICES AGREEMENT
ANNEXURE E:	LETTER OF APPROVAL (KNYSNA MUNICIPALITY) 15 DECEMBER 2009
ANNEXURE F:	LETTER OF APPROVAL (KNYSNA MUNICIPALITY) 06 JANUARY 2010
ANNEXURE G:	STORMWATER DISPOSAL



**MEMORANDUM OF AGREEMENT**

AGREED AND ENTERED INTO BY AND BETWEEN

**KNYSNA MUNICIPALITY**

herein represented by JOHNNY DOUGLAS in his  
capacity as MUNICIPAL MANAGER and duly authorised thereto  
in terms of a Council decision dated MAY 2006  
(hereinafter referred to as the "MUNICIPALITY")

AND

**LEDEVCO DEVELOPMENT (PTY) LTD**

herein represented by IAN STANSFIELD RAUBENHEIMER in his  
capacity as MANAGING DIRECTOR and duly authorised thereto  
(hereinafter referred to as the "DEVELOPER")

Now this agreement provides as follows:

**WHEREAS** THE DEVELOPER, BY VIRTUE OF A LAND AVAILABILITY AGREEMENT, IS THE DEVELOPER OF ERF 8577 KNYSNA, SITUATED IN EASTFORD & (BERBIA FARM) BEING APPROX 51,5 HECTARES IN EXTENT COMPRISING A RETIREMENT VILLAGE DEVELOPMENT CONSISTING OF 1 GENERAL RESIDENTIAL STAND (HOUSING AND BED & BREAKFAST), 1 GENERAL RESIDENTIAL STAND (HEALTH CARE FACILITY 20 BED & CLUBHOUSE), 90 GROUP HOUSING UNITS, 155 SINGLE RESIDENTIAL STANDS, 14 PRIVATE OPEN SPACES AND ROAD RESERVES.

(hereinafter referred to as the "PROPERTY");

**AND WHEREAS** THE DEVELOPER APPLIED FOR THE REZONING AND SUBDIVISION OF THE PROPERTY TO DEVELOP A TOWNSHIP WHICH SHALL BE KNOWN AS KNYSNA LIFESTYLE ESTATE.

**AND WHEREAS** THE DEVELOPER, TOGETHER WITH THE MUNICIPALITY AS THE LOCAL AUTHORITY WITHIN WHOSE JURISDICTION THE LAND DESCRIBED ABOVE IS SITUATED SHALL MAKE ARRANGEMENTS FOR:



The supply and maintenance of the Engineering Services in the TOWNSHIP, in terms of the provisions of Section 118, 120, 121 of the Town Planning and Township Ordinance, No 15 of 1986, as amended, as well as the DEVELOPMENT'S establishment conditions which apply or may in future apply thereto;

**AND WHEREAS** the following services must be provided to the DEVELOPMENT:

- A. The supply of roads in the DEVELOPMENTS and the provision of access to the DEVELOPMENT from existing roads and streets in the MUNICIPALITY'S area of jurisdiction or otherwise;
- B. The provision of a storm water drainage system for the DEVELOPMENT;
- C. The provision of all water, including drinking water and irrigation and the distribution thereof in the DEVELOPMENT;
- D. The provision of a sewerage system to the DEVELOPMENT for sewerage and the removal and purification thereof;
- E. The provision of an electricity service and the distribution thereof to the DEVELOPMENT, including street lighting; and
- F. The supply of a solid waste removal service for the DEVELOPMENT;

**AND WHEREAS** the MUNICIPALITY is prepared and able to supply some or all of these services required for the TOWNSHIP, as the case may be, as set out above and subject to the terms and conditions set out hereunder;

**AND WHEREAS** the MUNICIPALITY prescribed guidelines for the following:

- Engineering Services for new DEVELOPMENT, in accordance with what is known as "*Guidelines for human settlement planning and design*" and generally referred to as "The Red Book,"; and
- Electrical Services for new DEVELOPMENT, in accordance with The MUNICIPALITY'S standard specifications and conditions for electrical works as set out in their "Standard Electrical Services Agreement" document, according to the instructions of the Director Technical Services.

which guidelines, or as amended by the Municipal Manager, form an integral part of this agreement (hereinafter referred to as the "GUIDELINES");

**NOW THEREFORE** the aforementioned MUNICIPALITY and the DEVELOPER agree as follows:



**LIST OF DEFINITIONS**

CONSULTING ENGINEER	A professional engineer currently registered with the Engineering Council of South Africa (ECSA), who assumes responsibility for the technical soundness of the infrastructure to be provided in the DEVELOPMENT namely HOFMEYR & ASSOCIATES
DEVELOPER	The person or party intending to develop
ENGINEERING SERVICES	All engineering services required by the MUNICIPALITY including water, electricity and sewerage services as well as roads, streets and storm water drainage systems.
EXTERNAL SERVICES	All road, street, water, storm water, sewerage and electricity services whereto the INTERNAL SERVICES can be connected for the provision of such services to the DEVELOPMENT.
INTERNAL SERVICES	All water, electricity, and sewerage networks and associated installations and accessories including storm water, drainage systems and road infrastructure within the boundaries of the DEVELOPMENT and connecting points for the particular service in/or near the boundaries of the DEVELOPMENT including any connections where such connection points are situated outside the boundaries of the DEVELOPMENT, boundary services as well as elements of a system which have, in consequence of topographical features or other reasons to be located outside the boundaries of the township but which provide solely for the needs of the proposed DEVELOPMENT, which definition in particular shall include water towers and sewerage pumping stations.
MUNICIPALITY	Knysna MUNICIPALITY established in terms of Notice No: 6770 of 2000, promulgated by virtue of Section 12(1) of the Local government Structures Act of 1998 (Act No.117 of 1998), as amended, with its place of business at Clyde street, Knysna – Western Cape.
PARTIES	The MUNICIPALITY and the DEVELOPER
PROPERTY	The remainder of Erf 8577, Knysna
TOWNSHIP	DEVELOPMENT known as Knysna Lifestyle Estate as indicated on the DEVELOPMENT Plan (21 August 2009) attached hereto as <b>ANNEXURE C</b>



**1. GENERAL**

- 1.1 The services of water, electricity and sewerage shall be made available to the DEVELOPER by the MUNICIPALITY at such point or points as may be determined and agreed upon by the parties.
- 1.2 The MUNICIPALITY and the DEVELOPER shall be entitled to make changes to the services and infrastructure as envisaged in this agreement subject to their mutual agreement, provided that such changes be recorded in writing and signed by both parties.
- 1.3 The Consulting Engineer appointed by the DEVELOPER must submit proof of his/her Professional Indemnity insurance to the MUNICIPALITY. The technical soundness and sizing of the infrastructure design is the responsibility of the Consulting Engineer.
- 1.4 Before the DEVELOPER undertakes the building of any services, he shall have the necessary plans drawn up by a Consulting Engineer, and shall submit such plans to the MUNICIPALITY for approval before commencing with any works or construction.
- 1.5 Prior to commencing with the design, the DEVELOPER'S Consulting Engineer must acquaint himself with, and clarify with the MUNICIPALITY the standards of materials and design requirements to be complied with as well as possible costs of connections to existing services.
- 1.6 A Services Report that confirms all standards and the design of services must be approved by the MUNICIPALITY and any other relevant authorities as applicable. The Services Report must clearly state which bulk services upgrades are required to accommodate the full demand of the DEVELOPMENT.
- 1.7 All connections to existing services will be made by the DEVELOPER'S contractor under direct supervision of the MUNICIPALITY and all costs will be for the account of the DEVELOPER.
- 1.8 The DEVELOPER shall be liable for all damages caused to any existing services due to any action related to the implementation of the DEVELOPMENT. The DEVELOPER is responsible for determining the location of existing civil and electrical services. All information provided on previous record drawings or as-built data shall be verified and confirmed on site.
- 1.9 If any graves are present in the proposed DEVELOPMENT, the DEVELOPER shall deal therewith in terms of the relevant legislation and to the satisfaction of the MUNICIPALITY, at the DEVELOPER'S own cost.
- 1.10 The DEVELOPER is entitled to develop the area in phases subject to the phases being indicated in the designs and plans and the MUNICIPALITY'S approval thereof.
- 1.11 A defects liability period of twelve months and that is in accordance with the latest version of the General Conditions of Contract applies for all services installed by the DEVELOPER. This shall also apply to the individual phases in the DEVELOPMENT.
- 1.12 Any reference to a party shall include a reference to that party's successors in title and assigns

