



## **MEMORANDUM OF UNDERSTANDING (MOU)**

Between:

### **UMDONI MUNICIPALITY**

A statutory body established in terms of the provisions of section 12 of the Local Government Municipal Structures Act of 1998. (hereafter "**the Municipality**")

and

### **PENNINGTON CONSERVANCY COMMITTEE**

A committee comprising members of the public and private individuals with substantial knowledge in the field of nature and conservation with an interest in nature and conservation.

(hereafter "**The Committee**")

## **PREAMBLE**

The **Pennington Conservancy** (NPO) is a registered urban conservancy situated in **KZN South Coast** focusing on protecting diversity ecosystem. Including forests, wetlands and coastal areas. The conservancy aims to preserve biodiversity and the natural environment for the generations through various initiatives, including environmental monitoring and community engagement.

The MOU between the municipality and Pennington is for the management and maintenance of the Nkomba Bird Sanctuary, Makamati wetland, Dudley and IMpithi Park. This MOU seeks to address that and achieve the following objectives:

- To provide for effective and efficient management and maintenance of the Nkomba Sanctuary, Makamati wetland, Dudley and IMpithi park.
- To provide for the protection and conservation of Nkomba Bird Sanctuary, Makamati wetland, Dudley and IMpithi park as ecologically viable areas.
- To foster Public Private Partnerships in matters concerning environmental management; and
- To rehabilitate the Nkomba Bird Sanctuary, Makamati wetland, Dudley and IMpithi park to an entirely natural status.

*PP 442/10*

## 1. INTERPRETATION

The headings of the clauses in this Agreement are only for the purpose of convenience and reference, and shall not be used in the interpretation, amplification and modification of the terms of this Agreement and of its clauses. Unless a contrary intention clearly appears –

- 1.1. Words importing any one gender include the other gender; the singular include the plural and vice versa; and persons include natural, artificial entities (incorporated or unincorporated) and the state and vice versa;
- 1.2. Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail;
- 1.3. The expiration or termination of this agreement shall not affect the provisions of this Agreement as expressly provided to operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this;
- 1.4. The rule of construction that the Agreement shall be interpreted against the party responsible for the drafting or preparation of the agreement shall not apply.

## 2. SCHEDULE

In this document, unless the context clearly otherwise indicates, the following words and expressions shall have the meaning indicated:

- 2.1. "Agreement" means this document
- 2.2. "Nkomba Bird Sanctuary" is the nature reserve established on Erf 1160, Pennington, being registered under the ownership of Umdoni Municipality.
- 2.3. "Makamati wetland conservancy" is the natural wetland (previously a dam) established in 1920 in within Makamati natural stream in Pennington in the jurisdiction of Umdoni Municipality.
- 2.4. "Impithi and Dudley Park" these sites comprises pristine dune forest of significant ecological sensitivity and value established on Lot 639 and 625 respectively.



2.3. "Committee" means the collective management representatives of the Pennington conservancy elected by a general meeting for that purpose after sufficient notification of such meeting has been made known by advertisement in the press.

2.4. "Council" means the collective body of representatives elected by ballot in a Local Government Election, in terms of legislation governing the Republic of South Africa, for the Umdoni Local Municipality area.

2.5. "Umdoni Local Municipality area" means the area of jurisdiction of the Council as determined by the Municipal Demarcation Board.

### 3. PARTIES

The parties to this Agreement are:

- 3.1. Umdoni Municipality; and
- 3.2. Pennington Conservancy Committee

### 4. AGREEMENT PERIOD

4.1. This MOU shall become effective upon signature by the authorised officials from both parties and will be effective for a period of **Nine years and Eleven months** or terminated by any one of the parties by mutual consent.

### 5. AGREEMENT AMENDMENTS / VARIATIONS

No variation in or modification of the terms of this contract shall be made except by written amendment signed by the parties concerned.

### 6. LOCATION

The Nkomba Bird Sanctuary of Conservation Significance in the Pennington Suburb along the Eastern boundary of the Umdoni Municipality. (see **Annexure A**). The site is accessible via Dolphin Drive and the R102.

The Makamati Wetland (previously a dam) is situated in the Pennington Suburb along the Eastern boundary of the Umdoni Municipality. (see **Annexure A**). The site is accessed via Umdoni Road South via the R102.

*[Handwritten signatures and initials]*



## 7. PROPERTIES DESCRIPTIONS

**7.1 The Nkomba Bird Sanctuary** of Conservation Significance is situated on a portion of a piece of land formally described as Erf 1160 Pennington, being registered under the ownership of Umdoni Municipality (see **Annexure B**). Further description of the site is provided hereunder:

7.1.1 The area is 6.09 hectares in extent.

7.1.2. In terms of the Municipality's Land Use Scheme, the site is zoned Conservation.

7.1.3. The site falls within the Critically Endangered Threatened Ecosystem and is within a Critical Biodiversity Area.

7.1.4. The site boasts of natural wetland, swamp and coastal forest containing a wealth of wildlife - including the Endangered Pickersgill's Reed Frog.

7.1.5. There is no water and electricity infrastructure that has been identified on the site.

**7.2. The Makamati Wetland (previously a dam)** is situated in the Pennington Suburb along the Eastern boundary of the Umdoni Municipality. **Annexure B**). Further description of the site is provided below:

## 8. OBLIGATIONS OF THE COMMITTEE

The Service Provider agrees:

8.1. Physical maintenance of the conservancy.

8.2. Guided tours of the conservancy (by special arrangement with the Committee or its authorised representative).

8.3. Eradication of invasive weeds and alien plants, if it required.

8.4. Establishment of the conservancy committee and the seating of the committee.

8.5. To re-establish the wetland by conservation, rehabilitation & restoration of this damaged natural system. This means there will be removal of invasive alien and exotic plants, giving the indigenous and endemic plants the chance to re-grow and encouraging the landscape to rebuild by slowing the flow of water through the area.

8.6. Guided tours of the wetland (by special arrangement with the Committee or its authorised representative).

8.7. All the activities must be in compliance with all Environmental legislations and other relevant legislations.

8.8. The proposed activities in the Makamati report must be in compliance with all relevant legislations.

*[Handwritten signatures and initials]*

8.9. The Committee shall be permitted to hold fundraising events, whether from private or public sources, without penalty from the Municipality.

## 9. OBLIGATIONS OF THE MUNICIPALITY

The Municipality agrees:

- 9.1. The land shall be made available rent-free, and no rates shall be payable on the said land by the Service Provider.
- 9.2. The Municipality shall use its best endeavours to assist The Committee to render the services and shall make available to The Committee any service and / or facility, as may be agreed upon or that may be available at the time.
- 9.3. Through appropriate mechanisms, ensure compliance with relevant conservancy legislation.

## 2. FUNDING

This agreement is not a commitment of funds. The Municipality has not allocated any budget to the Committee.

## 10. MONITORING AND EVALUATION

- 10.1. The parties hereby agree that there will be quarterly meetings per annum to discuss the implementation progress of all management and maintenance plans, and the representative from the municipality (Ward council or Environmental Management section) should be invited to those meetings
- 10.2. The progress reports may be extended to other relevant municipal structures and/or committees.

## 11. BREACH OF AGREEMENT

In the event that either of the parties is in breach of any term of this Agreement, and fails to remedy such breach within 14 (fourteen) days after receipt of a notice calling upon it to do so, then in such event the party furnishing the notice shall be entitled to:

- 11.1. Cancel the Agreement forthwith;
- 11.2. Compel the other party to comply with the terms and obligations of the Agreement;
- 11.3. In both instances, claim any damages suffered as a result of the breach.

Postal Address: P.O. Box 19  
Scottburgh  
4180  
Physical Address: Corner Bram Fischer and  
Williamson Streets Scottburgh



Tel 039976 1202  
Fax 039 976 2044  
Website [www.umduni.gov.za](http://www.umduni.gov.za)

## 12. DOMICILIUM CITANDI ET EXECUTANDI

The parties choose as their domicilium citandi et executandi for all purposes under this Agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature (including the exercise of any option), the following addresses:

### 12.1. The Committee

**Physical Address:** Dolphin Dr, Pennington, 4184, South Africa  
**Tel:** 072 380 5997  
**Email:** [chair@penningtonconservancy.co.za](mailto:chair@penningtonconservancy.co.za)

### 12.2. The municipality

**Physical Address:** Corner Williamson and Bram Fischer Streets, Scottburgh, 4180  
**Tel:** 039 976 1202  
**Email:** [mm@umduni.gov.za](mailto:mm@umduni.gov.za)

## 13. SIGNATURES

NAME: Dhanpalan Devaraj Naidoo SIGNATURE ON BEHALF OF  
UMDONI LOCAL MUNICIPALITY

POSITION: ACTING MUNICIPAL MANAGER

[Signature]

Witness 1

K. C. PRATT

[Signature]

Witness 2

P. P. Mbitha

[Signature]

NAME: Amarda (Mandy) van Prooijen SIGNATURE ON BEHALF OF  
PENNINGTON CONSERVANCY

POSITION: Chairperson

In the presence of the following witnesses:

1. [Signature]

Name: Mzwandile Fortune Mbhele

2. [Signature]

Name: Mpilwenhle Xaba

Postal Address: P.O. Box 19

Scottburgh

4180

Physical Address: Corner Bram Fischer and  
Williamson Streets Scottburgh



UMDONI MUNICIPALITY

Tel 039976 1202

Fax 039 976 2044

Website [www.umdoni.gov.za](http://www.umdoni.gov.za)

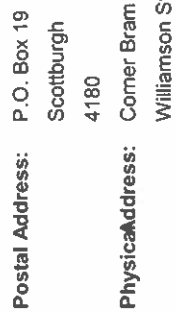
Signed at Park Rynie on this 24 days  
of July 2026

In the presence of the following witnesses:

1. [Signature] 2. [Signature]

NAME: Mzuandile forbes Moleke Name Mpilwenhle Xaba

[Signature]  
PP. [Signature]



**Postal Address:** P.O. Box 19  
Scottsburgh  
4180

**Physical Address:** Corner Bram  
Williamson S

**Tel 039976 1202**  
**Fax 039 976 2044**  
**Website [www.umdo.org](http://www.umdo.org)**

# NKOMBA CONSERVANCY SITE PLAN



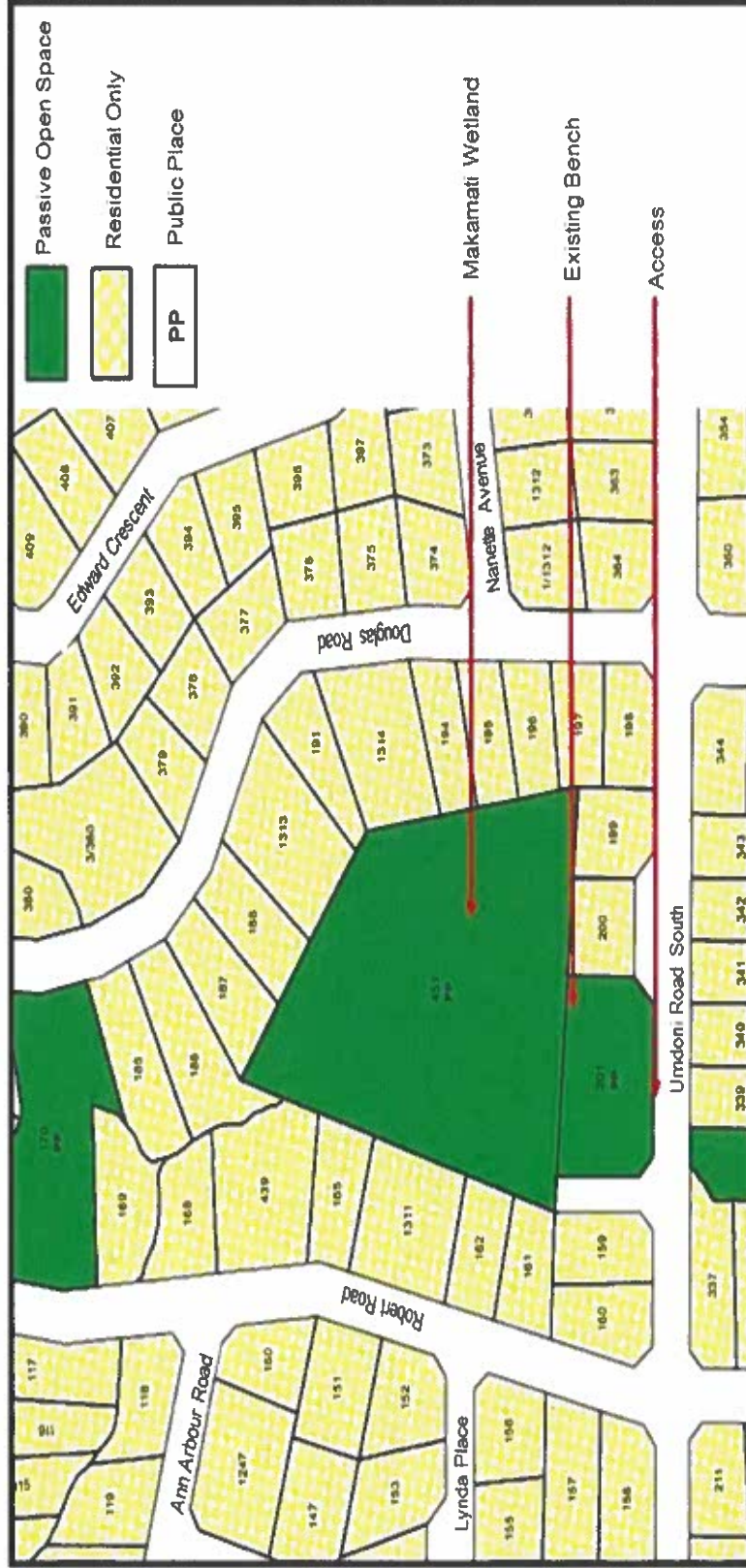
### Legend

- ☐ **Wildlife\_Site\_Conservation**
  - **Monhoses**
  - **EPNOC Substations**
  - **High\_voltage\_Station**
  - **Water\_Petroleum**
- ☐ **CEA\_Indeclinable**
  - **Fire\_Hydrants**
  - **Peepholes**
- ☐ **R102**
- ☐ **Medium\_Voltage\_Lines**
- ☐ **High\_Voltage\_Line**
- ☐ **Castoral**
- ☐ **Pavement\_Petroleum**
- ☐ **Exit\_Waterlines**

Highly effective

Supplies: 1000

# **ANNEXURE A: LOCALITY MAP FOR MAKAMATI WETLAND**



  
 Pp